Name of Claimant OIKAWA, Yoemon Case 1302

Custodian File 6985

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% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
		1300.									400.00

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

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

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

TOTAL RECOMMENDATION	400.00

1540

CASE NO: 1302

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

November 26, 1948.

IN THE MATTER OF THE CLAIM OF

YOEMON OIKAWA

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 M.A. MILLER, SUB-COMMISSIONER.

Toronto, Ontario,

November 26, 1948.

IN THE MATTER OF THE CLAIM OF

YOEMON OIKAWA

PROCEEDINGS AT HEARING

APPEARANCES:

K.A. CHRISTIE, ESQ., K.C.,	appearing for the Dominion Government,
F.A. BREWIN, ESQ.,	appearing for the Claimant.

A. SMITH, ESQ.,	Secretary,
D.J. HANDFORD, ESQ.,	Official Interpreter,
A.G. VEITCH, ESQ.,	Official Reporter.

YOEMON OIKAWA, the claimant herein, being duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q. Mr. Oikawa, I am showing you a document which was sent to the Commissioner. Is this your original claim form? A. Yes.

Q. And I understand you live at Crow Creek, in Ontario. Is that right? A. Yes.

Q. And you have not any Commissioner near there before whom you can take an oath. Is that right?

A. No, there was no such person.

Q. You sent the form in unsigned, the declaration not completed because you were late and you could not get a Commissioner, and you wanted to be sure of getting it in in time. Is that right?

A. Yes.

Q. Nevertheless, the information which you give here in this claim form was true and correct to the best of your knowledge, information and belief?

A. Yes.

(ORIGINAL CLAIM FORM, MARKED EXHIBIT NO.1)

Q. Now, your claim is in respect to a farm in Maple Ridge?

A. Yes.

Q. Have you had completed this form giving certain information about your farm?

A. Yes.

Q. And, are the statements there correct?

A. Yes.

Q. This document entitled Real Estate, Farm Land,

sets out the claim as you are now presenting it; is that right? Is that your signature (Indicating)?

A. Yes.

Q. That will be Exhibit 2. There are some changes from the original claim form. In the original form there was some claim under the item of Personal Property for bridge, well, and berries, I suppose, and that is the berry crop, and family allowance, all put under the personal items. We are abandoning the claim for family allowance. I do not know how that came in and we have consolidated the other items under the real estate and the total amount of the revised claim is set out in Exhibit 2. The value which we are claiming is $4,350., the fair market value, and sold by the Custodian for $1,300., so we are claiming $3,050.

(PARTICULARS OF REAL ESTATE, FARM LAND, MARKED EXHIBIT NO.2)

I see from the last exhibit, Exhibit 2, that when you bought this property in 1937 it was uncleared. Is that right?

A. Yes.

Q. When you bought the property in 1937 was it all uncleared land? A. No. It was all uncleared.

Q. Then you proceeded to clear one and one-quarter acres? A. Yes.

Q. And you had three-quarters of an acre in strawberries and a quarter of an acre with fruit trees. Is that right? A. Yes. That is about right.

Q. And you proceeded to do 1,000 feet of ditching, and put a roadway, 1500 feet of gravel. Is that

all correct? A. Yes.

Q. You built a bridge? A. Yes.

Q. And then you constructed a well, a house and a woodshed, a packing shed and a bath house, all as set out in this form? A. Yes.

Q. There is no doubt about the property being in strawberries there, is there, being cultivated?

A. No. There is no mistake.

Q. Did you have any plumbing in the house?

A. There was a drain pipe but no water for household use from the well.

MR. BREWIN: I wonder if my friend would produce the valuation made by Mr. Ansell?

MR. CHRISTIE: I tender as Exhibit 3 the appraisal of Mr. William H. Ansell dated April 19, 1944.

(APPRAISAL, APRIL 19, 1944, MARKED EXHIBIT NO.3)

The value of house, $800., value of land $500., total value $1,300.

MR. BREWIN: Q. Mr. Ansell does not mention the woodshed, the packing shed or the bathhouse. They were on the property when you left?

A. Yes. They were all there.

Q. And he does not mention the cultivated part. Perhaps the strawberries may have grown over by then. Did you leave a tenant in the property when you left?

A. No. When I left there was nobody there. The Custodian rented it after I left.

Q. Do you know what the date of your evacuation was? A. September 19, 1942.

Q. I see you speak of the value of timber being $400. What timber was there and how do you arrive

at the figure of $400.? A. Second growth piling poles and there was a lot of firewood.

Q. There was firewood. Is that alder, largely?

A. Second growth fire.

Q. What is the wood for piling and poles? Is that fir? A. Fir.

Q. How do you arrive at $400., as being the value of it? Do you know how much there was?

A. I knew the price that I had obtained for wood already cut and I estimated how much was left and the price which I had already sold the other stuff for I estimated that there was still $400. worth left standing.

Q. I suppose you do not remember now how you estimated that, how much wood there. You could not tell us that, I do not suppose?

A. There were just so many trees to an acre and so much wood on an acre according to that figure.

Q. I do not suppose you can tell us how many trees there were to an acre and how many acres there were with this type of wood on it. Maybe you cannot give us any better estimate than you have but if you can I would like you to do so.

A. It is just an estimate.

Q. That is all, thank you.

CROSS-EXAMINATION BY MR. CHRISTIE:

Q. I am showing you a J.P. Form dated April 30, 1942. Whose signature is that?

A. That is my signature.

MR. CHRISTIE: I file this as Exhibit 4.

(J.P. FORM, MARKED EXHIBIT NO.4)

Q. Did you have any occupation besides that of a farmer?

A. Yes. I used to work in the lossing camps.

Q. How many months of the year would that be?

A. Over half a year.

Q. Over half a year? A. Yes.

Q. What would be your net income from this farm?

A. There was a gross of about $500. The expenses were about $100. and there was a net, therefore, of about $400.

Q. I am showing you an agreement for sale dated October 12, 1937. You purchased this property from Laaksonen?

A. Yes.

(AGREEMENT FOR SALE, OCTOBER 12, 1937, MARKED EXHIBIT NO.5)

Q. And at the time of your evacuation do you know what was remaining uppaid on this agreement?

A. About $150.

Q. Have you any information on that? I have $320. I will let you clear that up. I am showing you a farm lease dated May 27, 1942, between you and Antoine L. Taillefer. Is that your signature there (Indicating)? A. Yes. This is my signature, sir.

Q.

Q. And you leased this property to Antoine Taillefer? A. I sold the crop to him. I did not rent the house to him.

Q. Was it your lawyer who drew up this lease?

A. It was made out according to my wishes. I do not remember the lawyer's name.

Q. I note here it is a farm lease, I suppose on the usual form and it says: "Together with all buildings, dwellings, barns, stables and out-houses," signed by both parties. Did this lessee live on the property and move in after you evacuated?

A. I do not know.

Q. And he was to give you $150. for 9 months?

A. He bought my crop for the year for $150., and he was living in another house.

Q. Did you ever sell any firewood when you occupied this property?

A. Yes.

Q. And did these fruit trees bear any fruit and did you sell any?

A. The fruit trees were too young. They had not borne yet.

Q. That is all, thank you.

RE-EXAMINATION BY MR. BREWIN:

Q. I just wanted to try and get straight from you if we can the situation in regard to the agreement for sale. The agreement for sale was made in 1937, and it provided for the payment of $600. Is that right? A. Yes.

Q. And how much did you pay on the agreement? The terms were that you were to pay $150. on October 12, 1937. Was that paid?

A. Yes.

Q. And you were supposed to pay $225. on October 12, 1938. Do you know if that was paid?

A. Yes.

Q. That payment was made?

A. Yes, that was made.

Q. And if that was paid on principal that would leave $225. to be paid. Was any further payment made on the principal on the agreement there? Perhaps we can get at it in another way. You told us that your understanding was there was $150. payment under the agreement for sale still unpaid. Have you any statement or anything which shows the unpaid balance due under the agreement?

A. I think I have some somewhere.

Q. Perhaps it is not ---

THE SUB-COMMISSIONER: Q. Have you them there, meaning here?

THE WITNESS: In the end room.

Q. In the other room? A. Yes.

Q. We will give you a chance to look for them.

MR. BREWIN: Yes. I think it would be well to clear it up now.

THE SUB-COMMISSIONER: Is there a personal property claim?

MR. BREWIN: No.

--- a short recess.

MR. BREWIN: I am not pressing this matter of the deduction. The statement shows that they deducted $320.25 as being the amount due to the vendor from the proceeds of the sale and while the claimant thinks that there was not that much owed on the balance under the agreement there were some other sums which he owed for groceries or something and so I am making no point about that.

MR. CHRISTIE: I tender as Exhibit 7 the Certificate of Encumbrance.

(CERTIFICATE OF ENCUMBRANCE, MARKED EXHIBIT NO.7)

I tender as Exhibit 8 the Tax Statement for the year 1944, in which the assessment is noted $1,150.

(TAX STATEMENT, 1944, MARKED EXHIBIT NO.8)

I tender as Exhibit 9 the following offers to purchase. An offer made April 29, 1944, by C. Low, in the sum of $400.; April 27, 1944, T. Davidson, $700.; May 31, 1944, L. Dreger, $1,300.

This sale was approved by the Advisory Committee and was sold for $1,300. to L . Dreger.

MR. BREWIN: Sold on June 14, 1944.

(OFFERS FOR SALE, MARKED EXHIBIT NO.9)

(REAL PROPERTY SUMMARY, MARKED EXHIBIT NO.10)

MR. CHRISTIE: I submit, your honour, that this real property was sold at its fair market value.

THE SUB-COMMISSIONER: Very well.

MR. CHRISTIE: That concludes the defence, your honour.

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch,
Official Reporter.

I, M.A. Miller, 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.

M.A. Miller,
Deputy Commissioner.

DEC 31 1947

Case 1802

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

EXHIBIT No. 1802-7

DATE NOV 26 1948

FILLED BY J.G. Brewin

ACKNOWLEDGED

6985

Toronto? See attached

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

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

(1) NAME OIKAWA, YOEMON. (RCMP) Reg. No. 13699
(Print) Surname Given Name

(2) Pre-Evacuation Address WHONNOCK, R.R. #1, B. C.

(3) Present Address CROW CREEK, OPASATIKA, ONTARIO.

(4) REAL ESTATE

(a) Street Address (if any) No 21 ST AVE, R.R. #1, WHONOCK, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
SECTION No x LOT No 15.

(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 - - - - - - - - - - - - - - - - $ 1,150.
(ii) Buildings - - - - - - - - - - - - - - - - $ 2,500.
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $ 4,750.
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 3,650
(v) Amount at which Custodian sold property and credited your account - - $ 1,130
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 3,450

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
No 21 ST AVE, R.R. #1. WHONOCK. B.C.

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

(c) How stored or packed at time of evacuation THE CUSTODIAN WAS LOOKING AFTER AT TIME OF EVACUATION RIGHT AWAY.

(over)

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

CUSTODIAN.

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

1.	HOUSE	Estimated Value $ 2,500.
2.	LAND	Estimated Value $ 1,150.
3.	BRIDGE	Estimated Value $,100.
4.	WELL	Estimated Value $,150.
5.	BERRY	Estimated Value $,450.
6.	FAMILY ALWANCESE. (11 MONTH)	Estimated Value $,400.
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 4,750

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) - $ 4,750

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

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

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, of the
of in the

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)
of)
in the of)
this day of)
A.D. 1947.) 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.

I RECEIVED THIS FORM ON NOV 30 & ALSO I have been out from home to work, therefore I've delay to send this right away.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C. - J. A. MACLENNAN, LL. B.

TELEPHONE PACIFIC 5254

CABLE ADDRESS: "NORRIS"
VANCOUVER, CANADA

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS STREET WEST
Vancouver, B. C.

30th December, 1947.

The Commissioner,
Office of the Custodian of Enemy Property,
Royal Bank Building,
Vancouver,
B.C.

Dear Sir,

re: Oikawa (Yoemon), Reg. No.13699.

We enclose herewith in duplicate claim of the above named in the matter of the Commission Investigating Claims for Japanese Canadians for Property Losses.

We draw to your attention the fact that the claim has not been verified on oath, but in view of the remarks of the claimant on his form, explaining the delay, and due to the probability that there is no Notary or Commissioner at Crow Creek in Ontario, we trust this claimant will be given an opportunity to verify his claim on oath at a later date.

We draw to your attention also that this claimant has expressed a preference to be heard at Vancouver and we assume, although we have no instructions, that must be an error, as presumably the claimant does not wish to travel from Ontario to Vancouver in this connection. We are, in the meantime, endeavouring to clarify the situation with the claimant.

Yours truly,

NORRIS & MACLENNAN

Per:

JAM/mhw
Encl. 3.

30th December, 1947.

Yeomon Oikawa, Esq.,
Registration No. 3699,
Crow Creek,
Opasatika, Ont.

Dear Sir,

Your claim form addressed to the "Commissioner, Office of the Custodian, Royal Bank Building, Vancouver", has been received at this office and we forwarded it in duplicate to the Commissioner.

We drew the attention of the Commissioner to the fact that your claim had not been verified on oath, as is required, and we asked the Commissioner that you be given an opportunity at a later date to verify it under oath. In fact you have not even signed the Claim Form.

We notice too that you have expressed the desire to have your claim heard at Vancouver and presume that is an error, as it would hardly warrant your coming out from Ontario to Vancouver to give your evidence. Evidence of valuations can be given in Vancouver without your being here and you might let us know where you would prefer to give your evidence personally. The commission will be sitting in Toronto and it occurs to us that Toronto might be the most convenient place for you.

You might send your reply to this letter to the following address: R.J. McMaster, Esq., c/o Messrs. Campbell, Brazier, Fisher & McMaster, Royal Bank Building, Vancouver, B.C.

In all probability, Mr. McMaster will be handling your claim and in any event his office has the records and files pertaining to all the claimants in British Columbia.

We are sending a copy of this letter to Mr. McMaster for his information.

Yours truly,

NORRIS & MACLENNAN

JAM/mhw

Per:

COPY

EXHIBIT No. 1302-2
DATE NOV 26 1948
FILLED BY F. A. Irwin

OIKAWA, YOEMON
(Claimant's Name)

REAL ESTATE
(Farm Land)

13699
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	8¾	1937	V.J.Laaksonan	$600.00			
Cultivated not planted							
Cultivated and not in crop							
List Crops							
Strawberries	¾				all uncleared	none	$1500.00
8 Fruit Trees	¼						
Total	9¾						

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

Description		When Made	Cost	
Cleared and cultivated	1¼ acres	1938	$500.	Labour and material
1000' Ditching		1938	150.	
1500' Roadway - Gravel		1938	500.	
Bridge - 14' x 24'		1938	300.	

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Well	8 x 8 x 30	(Board Finish)		1938	300.			
House	26 x 40	Frame	1937	$1500.00	$1500.		$300.00	$2700.00
Wood Shed	12 x 20	"	1938	75.00	34.50	$50.00	25.00	100.00
Packing Shed	14 x 14	"	1939	$ 100.00		75.00	25.00	150.00
Bath House	12 x 14	"	1937	75.00		25.00	25.00	75.00
								$3025.00

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

Value of timber = $400.00
Assessment 1944
Land - $600.00
Improvements - $550.00
$1150.00

SUMMARY

Estimated Value - Land - $1500.00
Buildings- $3025.00
$4525.00

Original Claim - $4350.00
Sold by Custodian- 1300.00
Claim $3050.00

Y. Oikawa
Signature

EXHIBIT No. 1302 - 3

DATE Nov 26 1948

FILED BY K.A.Christie

R.R.1, Whonnock, B. C.
April 19th/44

Dept of Sec of State

Dear Sirs

Please find below appraisal value of the following property

No. 592. Lot 1 C N E ¼ Sec 15. T.P. 12-

There is a 5 roomed house on this property of frame construction it has good sized rooms lined with shiplap

No plumbing water supply from well 10 acres of Alder Bottom with some 2nd groth fir

Value of House	$800.
Value of Land	500.
Total Value	1300.00

Appraisal Charge $7.50

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.

May 9th 1949

L. May

FORM "JP" FILE No.

Haney, B. C.

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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 1302 - 4

NAME: OIKAWA Yoemon Nov 26 1948

HOME ADDRESS: 21st Ave., R.R.#1., Whonnock, B. C. K.A.Christie

REGISTRATION NUMBER 13699 SEX: Male AGE: 49

OCCUPATION: Strawberry Grower

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

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yoshiye

ADDRESS OF WIFE OR HUSBAND: 21st Ave., Whonnock B. C.

NAMES OF ANY LIVING CHILDREN: Toyoko (F) Tokio (M) Shigeru (M) Taeko (F) Mitsuko (F) Yoko (F)

ADDRESS OF CHILDREN: 21st Ave., Whonnock B.C.

AGE OF CHILDREN: 13,12, 7,6,4,1.

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

1. LOCATION AND DESCRIPTION: Agreement of Sale of Land Municipality of Maple Ridge. Roll No. 2181. N.E.¼ of Section Lot 15, Township 12, Parcel "C" District of New Westminster B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2 Storey wooden framed dwelling house. 6 rooms. Wood Shed, Bath House, Garage.

3. INSURANCE (Give particulars; state where policies are) North West Fire Insurance Co. on Dwelling $500.00 Policy No. 199817. Policy in declarants possession

4. TAXES (Amount and where payable) $23.61 Payable at Maple Ridge B.C. 1941 Paid

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Mortgage of $250.00 to be paid to Victor J. Laaksonen.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Agreement for Sale

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Victor J.Laaksonen
Haney, B. C.

9. IF FARM LAND STATE CROPS SOWN Strawberries

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1, Section 2.

2. LANDLORD'S NAME AND ADDRESS: none

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: none

STATEMENT OF PERSONAL PROPERTY OWNED:

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

none

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

2 cats

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

FORM "JP"

4. INSURANCE CARRIED

5. MORTGAGES, LIENS A
OTHERS:

6. MONEYS OWING TO YO

7. BONDS, DEBENTURES,
$5.00 War Savings

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY ESTA

11. SAFETY DEPOSIT BOX

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

I, the undersigned, hereby
area as set out above, exceptin
or other securities, if any.

I certify that the above in
every description in any protec
and indirect.

Dated this 30th day

"T.F.Williams"
Witness

FOR DEPARTMENTAL US

reement for Sale

J.Laaksonen
Haney, B. C.

PAID:
none
none

e paid)
none

none

URNITURE, FIXTURES,
RSONAL EFFECTS:

PETS

ANY INTEREST IN, OR

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)
$5.00 War Savings Certificate. In owners possession

8. BANK ACCOUNTS: Bank of Montreal, Haney, B. C. Account No. 5354

9. LIFE INSURANCE: none

10. INTEREST IN ANY ESTATES OR TRUSTS: none

11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none

2. TRADE DEBTS: none

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

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

Dated this 30th day of April ~~1943~~. 1942

(Signature) "Y.Oikawa"

"T.F.Williams" I hereby certify that the foregoing words are a true
Witness copy of the original whereof they purport to be a copy.

FOR DEPARTMENTAL USE ~~May 9th 1949~~ L. May

1302 - 5

Nov 26 1948

K.A.Christie

ARTICLES OF AGREEMENT made in duplicate the 12th day of October in the year of our Lord one thousand nine hundred and thirty-seven

BETWEEN

VICTOR JOHN LAAKSONEN of the City of LADYSMITH, in the Province of British Columbia, Miner.

hereinafter called the "Vendor" of the one par

AND

Y. OIKAWA of Port Haney, aforesaid Province, Farmer

hereinafter called the "Purchaser of the other part.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the Municipality of Maple Ridge Province of British Columbia, and more particularly known and described as the Southerly Ten(10) acres inclusive of such portion as may be finally required for road purposes, of Part Thirty acres more or less of the East half of the N.E. quarter of Section fifteen (15) Township Twelve (12) to which parcel of land has been assigned the letter "C" Land Registry Office, New Westminster, B. C. the parcel herein referred to being shown on sketch hereto attached

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of SIX HUNDRED Dollars($600.00) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ONE HUNDRED AND FIFTY Dollars ($150.00) on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor), and the balance as follows:

In equal Annual Payments of Two Hundred and Twenty-five Dollars ($225.00) each, payable on the Twelfth Day of October in each subsequent year; until the balance of the principal sum shall have been paid;

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of five per cent (5%) per annum payable at the same times as payments of principal, that is to say on the 12th day of October 1938 and 12th day of October 1939

ALWAYS PROVIDED HOWEVER, that the Purchaser may at any time within the above mentioned period pay any portion thereof over amounts required by this Agreement or the balance of the purchase price and interest thereon to the date of such payments, unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: the Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned: AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this year's taxes and charges from date of this Agreement:

Taxes

PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of per cent per annum from the date of such payment being made by the Vendor

AND it is further agreed that in the vent of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with intereest thereon as aforesaid, and the surrender of this Agreement, the Vendor does COVENANT 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 the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining FREED and DISCHARGED FROM ALL INCUMBRANCES except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments, but

THE ATTACHED AGREEMENT FOR SALE OF LAND IS A TRUE COPY OF THE ONE BETWEEN VICTOR JOHN LAAKSONEN AND Y. OIKA DATED OCTOBER 12th, 1937.

FEBRUARY 4, 1943.

subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor shall then assign to the Purchaser any Insurance Policies then not matured on said buildings.
AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and 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 time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereinunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to repossess, re-sell and convey the said lands to any Purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at

Port Haney, B. C.

or at such other address as the Purchaser shall from time to time specify in writing to the Vendor.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 and in the lands herein described to any person whomsoeverl and it is agreed that the Vendor shall forthwith given 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.
THE PURCHASER shall examine the title at his own expense.
THE VENDOR shall not be bound to furnish any abstract of title or produce any deeds declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser AND IT IS EXPRESSLY AGREED between the parties hereto that all grants covenants provisos and agreements, rights, powers, privileges, conditions 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.
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 a satisfactory declaration that such default has occurred and is then continuing at the date of such production.
AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

IT IS especially agreed and understood by the Purchaser that he shall not cut down or dispose of any timber from the said lands during currency of the agreement; other than that which may be found necessary in the areas being cleared for cultivation

Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.
IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED)
by the Vendor in the presence of:)
W.W. Walkem) "V.J. Laaksonen" (Seal)
Agent)
Ladysmith, B. C.)

SIGNED SEALED AND DELIVERED by the Purchaser)
in the presence of)
"W.B.Piers") "Y.Oikawa" (Seal)
Haney, B. C. Bank Manager)
)

DATE PAID		PRINCIPAL	INT.	PAID TO
Feb. 1938	7th	150.00		"V.J.L."
Jan 1939	20th		25.00	"V.J.L." p. "R.S.W."
Jan. 1940	15th	100.00		"V.J.L."
May 1940	4th		22.50	"V.J.L."
Apl. 1941	20th	100.00		"V.J.L."
		350.00	47.50	

I HEREBY CERTIFY that on the eighteenth day of October 1937 at Ladysmith in the Province of British Columbia Victor John Laaksonen (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 he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party and that he knows the contents thereof, and that he 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 Ladysmith British Columbia, this 18th day of October in the year of our Lord one thousand nine hundred and thirty seven.

I hereby certify the foregoing wods to be a true copy of the original whereof they purport to be a copy.
May 12/49 F. May

VICTOR J. LAAKSONEN

TO

Y. OIKAWA

AGREEMENT
FOR SALE OF LAND

Part 10 acres of part 30 acres
of E½ of N.E. ¼ of Sec 15 Tp 12,
N.W.D. Maple Ridge

W.W.WALKER CO. LTD

LADYSMITH,B.C.

EXHIBIT No. 1302 - 6
DATE Nov 26 1948
FILED BY K.A.Christie

FARM LEASE

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

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

YOEMON OIKAWA of 21st Ave. Whonnock
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

and Of the First Part

ANTOINE L. TAILLEFER
in the said Province
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

Lot One (1) of Block "C" of the North East quarter of section Fifteen (15) Township Twelve (12)

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 otherwise appertaining
TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of nine)9) months to be computed from the first day of May A.D. 1942 and 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 One hundred and fifty ($150.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).
THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever, except for firewood for personal use; and that the Lessor may enter and view the state of repairl and that the Lessor will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair.
AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.
THE LESSEE FURTHER covenants with the Lessor that he will, during the said term properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

Three quarter ($\frac{3}{4}$) acre strawberries
One half ($\frac{1}{2}$) acre raspberries

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandlike manner and will in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.
THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Maple Ridge Co-Operative Produce Exchange and will in all respects carry out the obligations of the Lessor to Maple Ridge Co-Operative Produce Exchange under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Maple Ridge Co-operative Produce Exchange $\frac{3}{4}$

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;
THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his famil are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Maple Ridge Co-operative Produce Exchange (an association incorporated under the Co-operative Association Act of the Province of British Columbia, having its registered office at Haney aforesaid) and for this purpose Maple Ridge Co-operative Produce Exchange is hereby appointed the agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, the, 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:

IT IS understood and agreed that the annual rental for the year 1943 and subsequent years until the return of the Lessor, shall be the sum of $75.00 per annum.

IT IS EXPRESSLY understood and agreed by and between the parties hereto that the Lessee may assign this lease to any person capable of carrying out the provisions thereof, provided the approval and permission of the Lessor or his Agent is first had and obtained, and for the purpose of this clause Maple Ridge Co-operative Produce Exchange is the Agent of the Lessor.

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

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

Signed Sealed and Delivered by YOEMON OIKAWA and ANTOINE L. TAILLEFER in the presence of: "M.M.Fletcher"	"Y. Oikawa"	L.S,
	"A. Taillefer	L.S.

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 YOEMON OIKAWA and ANTOINE L TAILLEFER the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one-years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

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

A Commissioner for taking affidavits within British Columbia.

Dated 27th day of May A.D. 194 .

YOEMON OIKAWA

TO

ANTOINE L. TAILLEFER

FARM LEASE

JAMES M. CAMPBELL
Barrister - Solicitor
Mission City - - B.C.

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
May 12/49 J. Gray

EXHIBIT No. 1302 - 7
DATE Nov 26 1948
FILED BY K.A.Christie

CERTIFICATE OF ENCUMBRANCE

LAND REGISTRY OFFICE

New Westminster, B. C.

- - - minutes 10 o 'clock 1st day of November 1943.

I HEREBY CERTIFY that the following is the state of the title to - - - - - Lots 1 and 2 of Parcel "C" of the North East quarter of Section 15 Township 12 Map 6060 Municipality of Maple Ridge in the District of New Westminster

Viz:

Registered Owner VICTOR J. LAAKSONEN

Register of Indefeasible Fees Folio No. 125522E

Registered Charges: Certificates of Vesting in the Custodian Filed No. 25275 and 26373.
Application for Registration: None

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

Assignment for benefit of Creditors: None

Judgments: None

Mechanics' Liens: None

To Office of the Custodian

"E.S.Stokes"
Register

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

May 11th 1949

F. May

4

EXHIBIT No. 1302-F
DATE NOV 26 1948
FILLED BY K A Christie

Corporation of the District of Maple Ridge

TAX STATEMENT, 1944

DETAILS OF TAXATION

IMPROVED LANDS	WILD LANDS	IMPROVEMENTS
General Rate—16 Mills	General Rate—30 Mills	General Rate—16 Mills on 20% of assessed value
School Rate—14.88 Mills	School Rate—14.88 Mills	School Rate—14.88 Mills on 50% of assessed value

V. J. Laaksonen
c/o Custodian
Ref- File No 6985
Yoemon Oikawa

1. Add **6** percent Interest on all Arrears and Delinquent Taxes from January 1st, 1944, to date of payment.
2. Add **10** per cent on 1944 taxes which are not paid by August 31st, 1944.

Fifty Cents is the Minimum for Municipal Taxes

3. Notice Column "B". Taxes in Arrears. This property will be sold for Taxes on September 30th in the year following this notice, unless the taxes now in arrears are sooner paid.
4. Notice Column "A". Delinquent Taxes. This property will be sold for Taxes on September 30th in this year, unless the delinquent taxes are sooner paid.

Serial No.

C. B. Folio

T. R. Folio

Roll No.	Description of Land—Twp Subdivision	Quarter	Sec. Lot	Assessed Value of Improvements	Assessed Value of Land	SUMMARY OF 1944 TAXES General	School	Wild Land or Water Rate	Sidewalk or Sewer Maintenance	Sewer Tax	Library Tax	T'l 1944 Levy if paid by Aug. 31, 1944	Column "B" Arrears 1943	Column "A" Delinquent 1942 & Prior
2068	1 of 6	NE	15	550	600	11 36	13 02				75	25 13	27 51	30 03
	Map 6060													

NOTICE

Pursuant to S. S. 52 of Sec. 59 of Municipal Act, Building Permit Bylaw No. 28-A, requires that a Permit for the erection, alteration or repairs to buildings and structures in the Municipality of Maple Ridge, be obtained prior to commencement of construction or alteration.

Application forms may be obtained at the Municipal Hall.

Any person guilty of an infraction of this Bylaw shall, upon summary Conviction, be liable to a fine not exceeding ($100.00) One Hundred Dollars.

PLEASE READ THIS:

- Make remittances payable at par to "District of Maple Ridge" and remit by Certified Cheque, Money Order, Express Order or Bank Draft.
- All or a portion of the taxes will be accepted at any time during office hours.
- If the property described has been transferred, please forward this notice to the person now liable for the taxes.
- Send stamped addressed envelope for mailing receipt back to you.

This Notice Must be Presented When Paying Taxes.

H. M. DAVENPORT, C.M.C., and Collector,
Postal Address, HANEY, B.C.

1302-9

EXHIBIT No.

DATE Nov. 26/48

FILED BY K.A.Christie

4155 Cambridge St.
Vancouver, B. C.
April 29/44

21A

592

The Custodian
506 Royal Bank Bldg.
Vancouver.

Dear Sir

I wish to tender for the following property. Catalogue No. 592. ten acres 45-21 Avenue, Lot 1, plan 6060 at Haney. I will pay four hundred dollars cash for the above property.

Yours truly

"Colin Low"

no cheque

Rec'd 1-5-44
File No. 6985

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
May 12/49 L. May

EXHIBIT No. Nov. 26/48
DATE
FILED BY K.A.Christie

HAL MENZIES

Real Estate and Insurance

HANEY, B. C.

May 31, 1944.

Rec'd JUNE 5 1944

Mr. F. G. Shears, Director,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

On behalf of a client, Ludwig Dreger, Farmer of Thorne Hill, Manitoba, we wish to submit an offer of $1300.00 cash, for the property described in your catalogue of Properties for Sale as Number 592, being Number 45 on 21st Avenue, and the Legal Description being: Lot 1 of Block C, of the N.E.¼ of Section 15, Township 12, Map 6060, Maple Ridge Municipality, in the District of New Westminster.

We are enclosing a deposit of only $10.00, as that is all the purchaser had with him. The balance will be forwarded as soon as the sale is confirmed, and the purchaser has arrived back to his home in Manitoba, which will be in about one week.

I understand that itwill be some few days before ~~they~~ You can confirm this offer, allowing for time for other tenders, but will be glad to received your advice when and if this offer is accepted.

Yours truly,

"Hal Menzies"

HM:MF
Encl.

"P. S. this offer is subject to a Commission of 5%
H.M."

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
May 12/49 F. May

1302-9

EXHIBIT No. Nov. 26/48
DATE
FILED BY K.A.Christie

21

HAL MENZIES

Real Estate and Insurance

HANEY, B. C.

Rec'd 1-5-44

April 27, 1944.

The Custodian,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.

592

Dear Sir:

Tender, Catalogue No. 592

We hereby, on behalf of Thomas Davision, R.R.#1, Haney, B. C. submit a tender of $700.00 for the property described as:

Catalogue No. 592, No. 45, 21st Ave., Lot 1 of Lot C. N.E.¼ Sec. 15, Twp. 12, Map 6060.

We enclose certified cheque for $70.00 as a 10% deposit on the purchase price.

Yours truly,

"H. Menzies"

HM/vs
Incl. $70.00

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
May 12/49 L. May

EXHIBIT NO. Nov. 26/48
DATE
FILED BY K.A.Christie

REAL PROPERTY SUMMARY

JAPANESE NAME: Yoemon OIKAWA Reg. No. 13699 File No. 6985.

CATALOGUE NO: 592.

PROPERTY ADDRESS: 45 - 21st Avenue, Maple Ridge, B. C.

LEGAL DESCRIPTION: Lot 1 of Parcel "C" of the North East quarter of Section 15, Township 12, Map 6060, Municipality of Maple Ridge, D.N.W.

TITLE: Registered in the name of Victor J. Laaksonen.

ENCUMBRANCES: None registered. There was an Unregistered Agreement for Sale to Yoemon OIKAWA, dated 12th October, 1937, with a balance of $250.00 Principal and $70.25 Interest - $320.25 owing as at date of sale to Ludwig Dreger.

Vesting Order filed No. 26373, dated November 2nd, 1943.

ASSESSED VALUE: Land - $600.00
Improvements - $550.00 - $1150.00. Taxes - $25.13.

CLASSIFICATION: This is a small Berry Farm with Dwelling and out-buildings. The Custodian's representative reported September 17th, 1942, that this property had an area of 10 acres of which 1¼ acres were cleared, and planted to the following crops: ¾ acre strawberries, 4 small fruit trees.
1 - 1½ storey 5 room dwelling, in fairly good condition, 1 packing shed 14' x 20' Fair. 1 woodshed 14' x 14' Poor. 1 bath house 12' x 14' Good.

HISTORY OF ADMINISTRATION: This property was leased by Yoemon OIKAWA on 27th May, 1942 to Antoine L. Taillefer, for the term of 9 months from 1st May, 1942. Consideration - $150.00 with option to renew lease for 1943 at a consideration of $75.00. Arrangements to be made with the Maple Ridge Co-Operative Produce Exchange.

The Custodian on 9th March, 1943, gave a lease (No.358) to Maise Taillefer for the term of one year from 1st February, 1943 to 31st January, 1944. Consideration $50.00 paid. This lease was renewed on March 6th, 1944, for a further period of one year from 1st February, 1944 to 31st January, 1945. Consideration $50.00 to be paid on 15th of March, 1944. It appears that this rental was never collected by the Administration Department, although a credit adjustment of $14.73 was allowed the new purchaser.
This collection has evidently been overlooked.

SOLD: To Ludwig Dreger, Farmer of Thorne Hill, Manitoba, 28th July, 1944, for $1,300.00.
Approval by Advisory Committee - 1st June, 1944.

1944.

Funds released to credit of Yoemon OIKAWA as at March 2nd, 1945, against which were charges for Balance of Agreement for Sale - $250.00, Interest - $70.25, Fire Insurance Premium - $10.00, Certificate of Encumbrance - $1.00, Registration Fees - $14.85, Valuation Fees - $7.50, Advertising - $4.00, Arrears of Taxes - $74.99 - Total $432.59, leaving a credit balance of $867.41 from said transaction.

Certificate of Title No. 177576-E issued in the name of Ludwig Dreger.

This summary is certified to be in accordance with information on file.

May 6th, 1946.

"D. A. Cramer"
D. A. CRAMER

DAC:JS

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
May 12/49 L. May

September 10th 1948.

Messrs. Campbell, Brazier, Fisher & McMaster,
Barristers and Solicitors,
675 W. Hastings St.,
Vancouver, B.C.

Attention of Mr.McMaster

Dear Sirs,

Re Yeomon Oikawa, Reg.#13699,
Your file 1742-B-416

Referring to your letter of the 9th inst.-

The above claim has been set for hearing at Toronto, on November 18th next, and the claim and the master file are in the hands of the respective officers.

Yours truly,

A. WATSON

Secretary.

AW/w.

TELEPHONE PACIFIC 9164

Campbell, Brazier, Fisher & McMaster

Barristers and Solicitors

A. T. R. CAMPBELL
C. W. BRAZIER
A. W. FISHER
R. J. McMASTER
A. J. F. JOHNSON

ROYAL BANK BUILDING
675 WEST HASTINGS STREET
VANCOUVER, B.C.

OUR FILE NO.

1742-B-416

September 9th, 1948.

Office of the Commissioner,
Japanese Property Claims
Commission,
Room 235, Court House,
Vancouver, B.C.

Dear Sir:

Re: Yeomon Oikawa.
Registration No. 13699.

We have received a letter under date of September 7th from the above-named claimant, whose address is Crow Creek, Opasatika, Ontario, in which he requests that his claim be heard in Toronto.

We have been in touch with the Custodian's office and they advise that the case had already been set down for the November hearings of the Sub-Commission there. We presume that you will therefore have a record of this.

Yours truly,

CAMPBELL BRAZIER FISHER & McMASTER,

Per: R. J. McMaster/m.

MM

set for hearing at Toronto on Nov. 18th.

186 on Toronto list