

2137



GANGES, B.C.

FILE NO. 2137

## 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

NAME: OKANO Sueyuki James  
HOME ADDRESS: GANGES, B.C.  
REGISTRATION NUMBER 10064 SEX: Male AGE: 19  
OCCUPATION: 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: Self & father Kumanosuke

MARRIED? NO

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN: NONE

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: Sub of 50 acres of West  $\frac{1}{2}$  of Section 2, Range 2 East of Norli Division S.S. 1 which lies North of the Rainton Road.

2. BUILDINGS AND OTHER IMPROVEMENTS: NONE.

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

6. OCCUPANCY AND LEASES (If vacant so state)



7. STATE WHEREABOUTS OF TITLE DOCUMENTS: held by W.A. McAfee Ganges  
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: NONE  
9. IF FARM LAND STATE CROPS SOWN: NONE

**STATEMENT OF REAL PROPERTY OCCUPIED**

1. LOCATION AND DESCRIPTION: Dwelling house with father Kamangula  
at Ganges B.C.  
2. LANDLORD'S NAME AND ADDRESS:  
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:  
4. STATE WHEREABOUTS OF LEASE: NONE  
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)  
6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

**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

NONE.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

NONE



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) NONE
8. BANK ACCOUNTS: NONE
9. LIFE INSURANCE: \$1000. with Sun Life Assoc. Co. Victoria B.C. branch Policy No. 2,101,995 held by declarant, premium due August 1942 beneficiary ~~father~~ mother RYO.
10. INTEREST IN ANY ESTATES OR TRUSTS: NONE
11. SAFETY DEPOSIT BOX: NONE

## LIABILITIES:

1. PERSONAL DEBTS: NONE
2. TRADE DEBTS:

## REMARKS:

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 6<sup>th</sup> day of April 1942.

(Signature) J. S. O'Leary

[Signature]  
Witness

FOR DEPARTMENTAL USE



INFORMATION FROM R.C.M.P.

DATE Feb. 23/43

Our File No. 2137

Full Name OKANO, Sueyuki James.  
(Surname in Block Letters)

Registration No. 10064

Male - Female  
(Check)

Age Nov. 1, 1922

Former Address Ganges, B. C.

Date Evacuated 5/5/42

Naturalized - Canadian-Born - National  
(Check)

Present Address c/o D.H. Keeler, Magrath, Box 91, Alta.

D/R - 29/1/47 - Magrath, Alta.

☒ Married - Single  
(Check)

Name of Wife \_\_\_\_\_

Name of Husband \_\_\_\_\_

Name of Mother nee  
(KIMURA) Riyo

Name of Father Kumanosuke - #10122

Names of Children under 16 \_\_\_\_\_

Requested by Mary Lynn

Registered with Custodian yes  
(Yes or No)

Additional Information Farmer.



Farm Appraisal ReportFile No. JL-801

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

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

Nearest Rail Point N.A. C.P.R. Boat service at wharf Distance 1 $\frac{1}{2}$  miles.

Market Town Vancouver or Victoria by boat. Distance 40 "

Church (give denomination) Protestant, Ganges. Distance 1 $\frac{1}{2}$  "

Nearest School Ganges Consolidated Distance 1 $\frac{1}{2}$  "

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

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

Yes. Rainbow road, good, is frontage.

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

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

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Nil Value \$

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

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X							
	X							
	X							
BARN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							

Total present day value \$

Total Value Buildings add to farm

Is dwelling habitable without repairs?

If not what is your approximate estimate of cost to make it

habitable?

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

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



ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
	Area which can be cultivated without cost other than for breaking.					
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
	Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.					
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
	It is very probable a thrifty industrious man would find ample spots for good home garden.					
	Area Unsuitable for Cultivation.					
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE
38.70	Wooded & rocky hillside. Part of the main range of hills on the Island. Long time fuel supply. Not a timber proposition.					5.00
						193.50

Total value of Land \$ 193.50

Total added by buildings to value of farm \$ -

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

Total value of farm \$ 193.50

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

Unimproved.

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

Purely a wood supply.

Noxious weeds:

Not in evidence.

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

Provincial Government - Land &amp; School \$10.40.

Date: 21st August 1942.  
Place: Victoria, B.C.I certify that the above report is based on a personal examination  
of the whole farm made on the 10 day of August 19 42

Inspector's Signature

"T. GODFREY"

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



# Farm Appraisal Report

**Remarks:**

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

I am very doubtful if it can ever be considered as other than a fuel supply.

**(FOR ORCHARD LANDS ONLY)**

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

**ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.**

**ORCHARDS, SMALL FRUITS, ETC.**

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

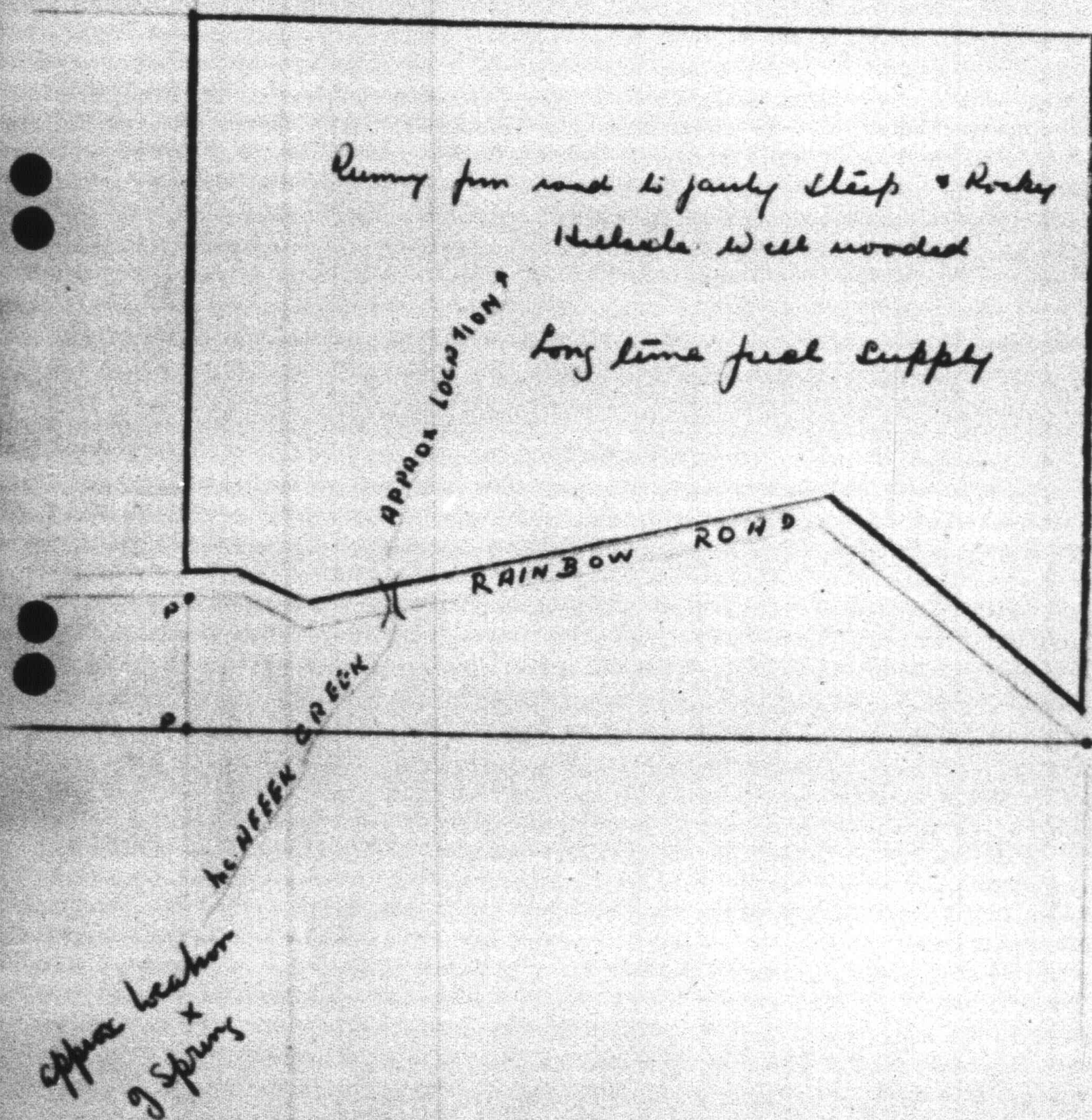
**Present Value**

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

**Total \$**

Amount fruit trees add to value of farm \$



Diagram of Property

Following careful review of this appraisal report, it is my opinion that the present value is \$ 200.00

Date 25th August 19 42.

"I.T. BARNET"  
District Superintendent.



✓

REAL PROPERTY SUMMARY

Catalogue No. S.S.B.

File No. 2137.

Name: Susuyuki (James) OKANO.

Reg. No. 10064.

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

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

Classification: Vacant land.

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Registered in the name of: JAMES S. OKANO.

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

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

As at: January 1st, 1944.

Payment received: December 29th, 1944.

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

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

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

Chattels: Not involved.

Insurance: None.

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

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

29th January, 1947.



RGB/P.



✓

LIABILITIES SUMMARY

File 2137.

Susuyuki (James) OKANO.

Reg. No. 10064.

THERE ARE NO CLAIMS RECORDED IN THIS FILE.

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

28th January, 1947.



RGB/P.



✓

PERSONAL PROPERTY SUMMARY

File 2137.

Sueyuki (James) OKANO

Reg. No. 10064.

This 19-year old Canadian-born Farmer from Ganges, Salt Spring Island, signed a Custodian "JP" declaration form on the 6th April, 1942. He was single at date of evacuation (May 5/42).

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Personal Property: None.

Specified Articles: None.

Bills Receivable: None.

Bonds, Shares, etc.: None.

Bank Accounts: None.

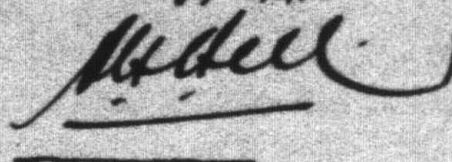
Life Insurance: This evacuee declared a Sun Life Insurance policy for \$1000.00, the beneficiary of which was his mother, Riyo. On Mar. 14/44, the Sun Life Company sent in to this office a cheque for \$337.50, in favour of this evacuee and his mother, representing Cash Surrender Value of this policy, which was passed on to payees by this office (Mar. 28/44).

Funds: There is a credit balance of \$10.00 in this account at the present time, which is being remitted to this evacuee today, and his account closed.

There is no other personal property interest in this file.

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

29th January, 1947.

  
\_\_\_\_\_

RGB/P.



A. J. O'REILLY  
**CROSS & CO.**  
General Agents  
MANAGERS BELMONT HOUSE  
INSURANCE  
FIRE, ACCIDENT, AUTOMOBILE  
CASUALTY AND PLATE GLASS  
REAL ESTATE  
TIMBER LANDS MINES

CODES USED { BEDFORD McNEILL  
MORRIS & NEAL  
A.B.C. 5TH EDITION  
WESTERN UNION

F. J. O'REILLY, M.S.L.C.  
B.C. LAND SURVEYOR  
MANAGER

TELEPHONE EMPIRE 0632

~~XXXXXXXXXXXX~~  
BELMONT HOUSE, GOVERNMENT ST. (OPPOSITE POST OFFICE)

VICTORIA, B. C. February 23rd, 1942.

Custodian of Enemy Property,  
1404 Royal Bank Building,  
Vancouver, B. C.

RECEIVED  
FEB 24 1942

Answered.....

Dear Sir:

Will you kindly instruct me as to the following case.

In August 10th, 1940, W.A. McAfee of Ganges sold to James S. Okano, a Japanese subject, a piece of property near Ganges. The Certificate of Title has been lost and an application for a new certificate is being obtained through the courts by McAfee.

The actual conveyance from McAfee to the Jap is in my hands and has been since the deed was signed. He has applied to me for the same. What is my position in the matter.

The Conveyance cannot be registered till the new certificate is issued. The Certificate covers other property of McAfee than the Jap bought.

Yours very truly,

*A. J. O'Reilly*

A. J. O' R.



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Suyeyuki J. Okano

File No. 2137

% J. H. Keeler  
Box 91, Magrath, Alta

Reg. No. 10084

Company Sun Life

Agency Vancouver Agency

Policy No. 2101995

Premium - \$ 40.35

X  
Payable: Annually, Semi-annually or monthly

Month March Day 1

REMARKS:

Letter sent 13/9/43



EVACUATION SECTION	
Rec'd	NOV 22 1943
File No.	2137
Ans.	
Referred	Bell

out?

Nov. 16/43.  
Magrath Alta.

Dear Sir;

I am writing a few lines to let you know about my land tax. According to the tax payment book will you please take it off of my father's money which the custodian has in hand now?

It is quite alright to take it off from his money for we have talked things over & if you want any further information will you please let me know?

We are living together & I am looking after him & my mother.

So if you kindly do this for me I will be very satisfied so will you fix everything please?

I remain

Res. No. 10064

James Sneygucki Skono



3281 & 2137.

December 1st, 1943.

Mr. Kumanosuke OKANO,  
Registration No. 10122,  
P. O. Box "E",  
HAGRATH, ALTA.

Dear Sir:

Re: Susuki James OKANO - Reg. 10064.

Your son has written us asking us to pay  
1942/1943 taxes on his Salt Spring Island property out of  
your account.

We cannot disburse your funds without specific  
authority from you but if you will instruct to us to pay all  
or part of the following taxes on your son's property we  
shall be glad to do so.

\$10.40	taxes for 1942
\$ .70	interest @ 4% (1/7/1942 - 31/12/1943)
\$12.00	taxes for 1943
\$ .27	interest @ 4% (1/7/1943 - 31/12/1943)
<u>\$23.37</u>	

Yours truly,

R. G. Bell,  
Administration Department.

RGB/P.



2137  
15370

March 26, 1944.

Mr. Suoyuki James OKANO,  
Registration No. 10364,  
P. O. Box "E",  
WAGNATH, Alta.

Dear Sir:

Re: Sun Life Policy No. 2101924

We have received from the Sun Life Assurance Company and enclose herewith their cheque for \$337.50 payable to yourself and your mother Riyo Okano, who is beneficiary under the above numbered policy. This amount covers the Cash Surrender Value.

Yours truly,

S. E. Gibson,  
Insurance Department

SMO:JS  
Encl.



For Mr. S. M. Gibson, Custodian of Assets  
SUN LIFE ASSURANCE COMPANY OF CANADA  
HEAD OFFICE - MONTREAL

EVACUATION SECTION
Rec'd MAR 15 1944
File No.
Ans. <i>44-26</i>
Referred

*506 Lomb Street*  
*Vancouver B.C.*  
COPY

VANCOUVER, B.C.

March 14, 1944

Mr. Raymond James Chase,  
The "W",  
Weymouth, Mass.

Dear Mr. Chase:

*Ref. Policy No. S-101,537*

We are today, sending our cheque in favour of yourself  
and your mother, covering the Cash Surrender Value of this  
policy in the amount of \$300.00, to the Office of the  
Custodian here. This amount is in full settlement of all  
claims under this policy. You may expect to receive the  
cheque shortly.

Yours faithfully,

G. E. HAY,  
MANAGER, VANCOUVER.

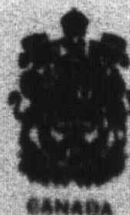
Per:

*R. Donaldson*

WJH/DVB

*No claims in 2137*  
*15370*





BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,

VANCOUVER, B. C.

7th February 1945.

Department of the Secretary of State,  
Office of the Custodian,  
506 Royal Bank Building,  
VANCOUVER, B. C.

Attention Mr. R. G. Bell

EVACUATION SECTION	
Rec'd	FEB 8 1945
File No.	2137
Ans.	
Referred	Bell

Re: Sueyuki OKANO, #10064

Dear Sir,

The above-named man asks that the balance of his funds in your hands be forwarded to him as soon as possible as this money is required for maintenance.

As Mr. OKANO is residing outside our Interior Housing Projects and is self-supporting we have no objection to his funds being released to him.

Yours truly,

M. L. Brown,  
Office Manager.

MMS/GM

8/2: \$184.-

Mr. Sheers agrees to holding 25%  
to cover legal fees in this case.  
Remitting the balance of the file  
materials.



2137.

*Mailed Feb. 3/47*

January 29th, 1947.

REGISTERED MAIL.

Mr. Sueyuki (James) OKANO,  
Registration No. 10064,  
Wagath, Alta.

Dear Sir:

On the 9th February, 1945, we remitted you the bulk of your funds in Custodian's hands, leaving a balance of \$25.00 to provide for contingencies.

Out of the above balance we paid \$15.00, representing your share of legal expenses connected with the sale of your Salt Spring Island property to The Director, Soldier Settlement & Veterans' Land Act.

We now enclose our cheque in your favour for \$10.00, representing the balance still left in your account, which will now be closed, and in this connection we give below a brief resume of our administration of your affairs.

As you know, the policies in regard to the management and subsequent liquidation of your property were decided upon by the Government of Canada, and while the problem was a difficult one for all concerned, we can assure you that it has been the aim of this office to carry out those policies in as careful and fair a manner as possible.

Real Property: Your Salt Spring Island property was one of a number of Gulf Island properties purchased by The Director, Soldier Settlement & Veterans' Land Act, as advised you at the time.

The net proceeds of this transaction (\$186.00) was credited to your account, as of January 1st, 1944, a statement being mailed to you on January 24th, 1945.

Personal Property: In the "JP" declaration form signed by you on the 6th April, 1942, you declared that you owned no chattels in the protected area of British Columbia, and your file discloses no evidence of any.

Life Insurance: You declared a Sun Life policy of \$1,000.00, which remained in your possession and did not come under our administration. However, the Company sent in to this office, on Mar. 14/44, a cheque for \$337.50, representing the Cash Surrender Value of this policy, and this cheque was duly passed on to you with our letter of the 28th March, 1944.

Funds: As mentioned at the beginning of this letter the only funds in our hands amount to \$10.00, for which our cheque is enclosed herewith.

(Over)



Mr. Suayuki (James) OKANO.

Page 2.

January 29th, 1947.

This would appear to account for all property of every kind left by you in the protected area which vested in the Custodian, and in order that you may confirm this, we enclose a stamped addressed envelope for your convenience.

Yours truly,

R. G. Bell,  
Office of the Custodian.

RGB/P.  
Encl. 2.



JAN 24 1945

J.L. No. 801

Canada

**DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN**

**JAPANESE EVACUATION SECTION**

File No. 2137 ✓  
Reg. No. 10064 ✓

506 Royal Bank Building,  
Vancouver, B. C.

✓  
✓  
✓  
Mr. James Sueyuki OKANO,  
c/o D. H. Keeler,  
Box 91,  
Magrath, Alta.

Dear Sir:

Re: Cowichan District - That part of the West Half of  
Section 2, Range 2 East, North Division of Salt Spring Island,  
lying to the North of Rainbow Road as said road is shown on plan  
deposited under D.D. 10980.2. C. of T. 130265-1. ✓

You have previously been advised that a sale of lands in rural districts was entered into between  
this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer  
have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon  
valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year.  
This means that the 1943 revenues from the property were for the benefit of the purchasers, but that  
taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	- - - - -	\$ 189.00
Add:		
Unexpired insurance premium as at January 1st, 1943	- - - - -	189.00
		<hr/>
Less:		
Tax arrears to December 31st, 1942	- - - - -	\$ -
Registration fee	- - - - -	3.00
Encumbrance—Principal	- - - - -	3.00
—Interest	- - - - -	
		<hr/>
Net proceeds of sale	- - - - -	186.00
		<hr/>

This amount has been placed to your credit and a statement of your account is endorsed hereon  
showing the present balance on our books. A small amount for legal fees in connection with the convey-  
ance to the Veterans' land will be charged later.

Yours truly,  
F. G. SHEARS,  
Director.



DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE COMPTROLLER

	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944			
Jan. 1 Cr. re Sale of Property		186.00	
Land Registry Office Certificate of Encumbrance	2.00		
	<u>2.00</u>	<u>186.00</u>	<u>184.00 Cr.</u>



2137.

June 6th, 1944.

Mr. James Suyuki OKANO,  
Registration No. 10064,  
Wagath, Alta.

Dear Sir:

Re: That pt. of the W $\frac{1}{2}$  of Sec. 2, R2E, North Div. of  
Salt Spring Is., Cowichan District.

The Custodian has recently accepted an offer received from  
The Director, The Veterans' Land Act, to purchase a large number of  
Japanese-owned rural properties.

We are writing to advise you that the above property which  
you own, is included in this deal.

The sale was made effective as at January 1st, 1944, and  
adjustments will be made as at that date and rentals received in the  
current year will accrue to the Director of the Veterans' Land Act.

As this is a transaction of considerable size it will take  
some time to make all the necessary adjustments and receive payment.  
In due course, however, we will supply you with full details as it  
concerns your own particular property, showing the adjustments which have  
been made and the amount which will be placed to your credit.

We would suggest that further correspondence from you in  
regard to this matter should be delayed until we are in a position to  
supply complete information and make the proceeds of sale available to  
you, subject to the adjustments mentioned above, and to any legitimate  
claims filed with the Custodian.

In due course, therefore, you may expect to hear from us  
further in regard to this matter.

Yours truly,

F. G. Shears,  
Director.

RGB/P.



DATE August 30th 1938

FILED BY L. S. Tinsdale

**This Agreement,** made in duplicate this - First (1st) -

day of October in the year of Our Lord one thousand nine hundred and thirty-seven.

BETWEEN **WILLIAM ALLEN McAFEE, Blacksmith,**  
of Ganges, Salt Spring Island,  
in the Province of British Columbia,

Name,  
Address, and  
Occupation  
of Parties.

hereinafter called the "Vendor" of the one part  
AND  
**KUMANOSUKE OKANO, Farmer,**

of Salt Spring Island,  
in the Province of British Columbia

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 North Division of Salt Spring Island, Cowichan District, Province of British Columbia, and more particularly described as follows:—

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

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of **One Thousand** Dollars (\$1,000.00)

of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of **Three Hundred and Fifty (\$350.00)** Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

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

~~TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of~~  
~~per cent per annum, payable~~



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 prepay the whole or any part 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:

Kumanooka Okano,  
Ganges, Salt Spring Island, 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, provision and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

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

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

SIGNED, SEALED AND DELIVERED  
in the Presence of:

Signature of Witness.....**"Fred Harris"**  
City or Town.....**Ganges, B. C.**  
Street Address.....  
Occupation.....

**"William Allen McAfce"**

**"Kumaseuko Okano"**

#### AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA  
TO WIT:

I, **Fred Harris**  
of **Ganges, B. C.**  
make oath and say:

of the **village**  
in the Province of British Columbia,

1. I was personally present and did see the within instrument duly signed and executed by **W.A. McAfce** and **K. Okano** the part thereto, for the purposes named therein.
2. The said instrument was executed at **Ganges, B. C.**
3. I know the said part **ies** and that **they are** of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at **Ganges**  
in the Province of British Columbia, this **10<sup>th</sup>**  
day of **October** 19**27** } **"Fred Harris"**

**W. J. Wilson, J. P.**  
A Notary Public in and for the Province of British Columbia.  
A Commissioner for taking affidavits within British Columbia.

#### FOR MAKER

I HEREBY CERTIFY that, on the

oath of  
before me and acknowledged to me that  
the maker thereof, and whose name  
contents thereof, and that  
years.

day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_,  
(whose identity has been proved by the evidence on \_\_\_\_\_),  
, who is personally known to me, appeared  
the person mentioned in the annexed instrument as  
subscribed thereto as part \_\_\_\_\_, that \_\_\_\_\_ know the  
executed the same voluntarily, and \_\_\_\_\_ of the full age of twenty-one

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

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

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



# ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of \_\_\_\_\_) who is personally known to me, of \_\_\_\_\_, and that he is the person of the said \_\_\_\_\_ who subscribed his name to the annexed Instrument as \_\_\_\_\_ and affixed the seal of the \_\_\_\_\_ to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

North Division,  
Salt Spring Island,  
Cowichan District,  
British Columbia.  
Pt. of 50 acres of  
W. 1/4 of Section 2,  
Range 2 East, of  
North Division, S. 8. I.,  
which lies North of the  
Rainbow Road.

THE WILLSON STATIONERY CO. LTD., VANCOUVER, B. C.

## Agreement FOR SALE OF LAND

KUMANOSUKE OKANO

AND

WILLIAM ALLEN MCALPHEE

Dated October 1st, 1937

# FOR ATTORNEY

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, (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 who subscribed the name of \_\_\_\_\_ to the annexed instrument as the maker thereof, that the said \_\_\_\_\_ is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said \_\_\_\_\_, knows the contents of said instrument, and subscribed the name of the said \_\_\_\_\_ thereto voluntarily as the free act and deed of the said \_\_\_\_\_ under authority of a power of attorney which has not been revoked.

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

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

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

CANADA  
PROVINCE OF BRITISH COLUMBIA }  
To wit: }

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the Province of British Columbia, \_\_\_\_\_

## DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.
  2. At the time of the execution of the annexed instrument, I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
- 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 \_\_\_\_\_

in the Province of British Columbia, this \_\_\_\_\_

day of \_\_\_\_\_ A.D. 19\_\_\_\_

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.  
Oct. 1/48 \_\_\_\_\_

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



IN THE MATTER OF THE "INQUIRIES ACT"  
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION.

BEFORE  
(HIS HONOUR JUDGE R.M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,  
August 30th, 1948.

IN THE MATTER OF THE CLAIM OF  
JAMES SUEIUKI OKANO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the  
Dominion Government.

LES. TURCOTTE, Esq.,

appearing for the  
Claimant.

MRS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30



J.S. Okano,  
In Chief.

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

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

DIRECT EXAMINATION BY MR. TURCOTTE:

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

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

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

A Yes.

MR. TURCOTTE: Exhibit 1.

20 (STATEMENT MARKED EXHIBIT NO. 1).

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

A: Mr. William  
McAfee.

Q Mr. William McAfee?

A: Yes.

Q How much did you pay for it?

A One thousand dollars.

Q One thousand dollars?

A Yes.

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



that the agreement?

A Yes.

MR. TURCOTTE: Exhibit 2.

(AGREEMENT MARKED EXHIBIT NO. 2).

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

THE SUB-COMMISSIONER: Yes.

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

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. TURCOTTE: Q: Now, Mr. Okane, referring to Exhibit No. 3, which is the farm appraisal report, made by I.T. Barnet, he says that there is only 36.70 acres in this place.

A Well I don't know how they got that figure of 36; that is just on the north side of the road and there is about 11 acres or so on the south side of the road.

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

(Exhibit No. 2 to Mr. Turcotte).

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

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

A Oh yes, sure.

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



4  
J.S. O'Keefe,  
In Chief.

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

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

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

Q Could be farmed?

A Yes.

MR. RICE: How many?

MR. TURCOTTE: Twenty-five.

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

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

Q That is what you bought it for?

A Yes.

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

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

30



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

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

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

Q \$1500.00?

he let it go at that.

A: Yes, but

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

that.

A: Yes, asking that.

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

A Yes.

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

20

MR. RICE: Yes, that is our record.

MR. TURCOTTE: That is all.

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

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

(DOCUMENTS MARKED EXHIBIT NO. 5) 4

30 MR. RICE: That is all.



J.S. Okano.

THE SUB-COMMISSIONER: That is all, thanks.

THE WITNESS: Thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

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

10

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

SUB-COMMISSIONER.

20

30



Name of Claimant

SEANO, James Suezaki

Case

670

Custodian File

2178

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 Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					100.00					961.00 ✓
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										961.00 ✓



October 17th, 1950.

Mr. J. Suayuki OKANO,  
Cardston, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 630

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... \$961.00.

Cheque in your favour is enclosed for \$905.41 and we have paid the Co-Operative Committee .. \$ 55.59 for legal fees as authorized by you.

Yours truly,

F.G. Shears  
Director

FGS/js  
1 encl.



Defence Brief  
James Sueiuki OKANO

LETHBRIDGE  
Aug. 30/48  
V.L.A. Land only.

File No. 2137

Case No. 630

REAL PROPERTY CLAIM

1. Real Property Claim

\$1500.00

Appraised at

\$193.50

Sold for

\$189.00

Witness: T. Godfrey, Appraiser. ~

Ex. 1 - Real Estate Statement

Ex. 2 - Agreement for sale of land.

Ex. 3 - S.S.B. Appraisal

Ex. 4 - Real property summary.

Sold for for fair market value.

RWN/mw

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