

5284

Haney B.C.

FILE NO. 5284

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: OTANI Kenzo
HOME ADDRESS: R.R. #1. Haney B.C. 11th Ave., Haney B.C.
REGISTRATION NUMBER 10674 SEX: Male AGE: 34
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

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yaeko 6399 31

ADDRESS OF WIFE OR HUSBAND: 11th Ave., Haney B.C. R.R. #1. Haney B.C.

NAMES OF ANY LIVING CHILDREN: Betty (F) Daisy (F) Takeshi (M)

ADDRESS OF CHILDREN: 11th Ave., Haney B.C. R.R. #1. Haney B.C.

AGE OF CHILDREN: 9, 6, 4,

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

1. LOCATION AND DESCRIPTION: Lot 2, of Lot 1, N.E. 1/4 of Section 20, Township 12
Municipality of Maple Ridge B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 Storey wooden frame dwelling
house, 4 Rooms. Wood Shed.

3. INSURANCE (Give particulars; state where policies are) none

4. TAXES (Amount and where payable) Taxes \$30.00. Payable at Maple Ridge B.C.

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

Mortgage on land \$428.00 S. TANAKA, 16th Avenue, Haney

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. In possession of S. Tanaka, Haney B.C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. none

9. IF FARM LAND STATE CROPS SOWN Asparagus, Raspberries, 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.

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:

1 Cooking stove, 2 Heaters, 3 Beds, 1 Dresser, 6 Chairs, 2 Tables, Farming Tools

All to be left in house on 11th Ave., Haney B.C.

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) 2--\$5.00 War Savings Certificates, In declarants possession.
8. BANK ACCOUNTS: none
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 23rd day of April 1942.

(Signature)

J. T. Wilkins

Witness

K. Otami

FOR DEPARTMENTAL USE

P.D. 10/3/43
INFORMATION FROM R.C.M.P.

Date

Sept 20/43

Our File No. 5784

Full Name

OTANI

Kenzo

(Surname in Block Letters)

Registration No.

10674

Male - Female
 (check)

Age

Jan 20, 1908

Former Address

Stave Falls, B.C.

R.R.#1, Harvey, B.C.

Date Evacuated

April 30/42

Naturalized - Canadian-Born - National
 (check)

Present Address

Peter Quirk

Coaldale, Alta Rex 157,

Married - Single
 (check)

Name of Wife

YAEKO # 10673

Name of Husband

✓

Name of Mother

OTANI, Isao (deceased)

Name of Father

INOUE, Goro (deceased)

Names of Children under 16

Koroie Betty (F) 4/4/33

Kikuye Daisy (F) 11/8/35

Takeaki (M) 1/6/37

Arthur (M) 25/8/39

Requested by

ECT

Registered with Custodian

(Yes or No)

Additional Information

Adopted wife's family name OTANI

Loggi

REAL PROPERTY SUMMARY

Files 5284, 6399, Int. 732.

V.L.A. B.C. 11-P

JAPANESE NAMES: Kenso OTANI - - Reg. No. 10674.
Yaeko OTANI - - Reg. No. 10673
Mario FUJITA - - In Japan

CATALOGUE NO: Part of The Director The Veterans' Land Act first offer.

PROPERTY ADDRESS: 11 th Ave., Naney, B. C.

LEGAL DESCRIPTION: Lot 2 of Lot 1 of the North East quarter of Section 20 Township 12 Map 5430 Municipality of Maple Ridge in the District of New Westminster.

TITLE: In the name of Mario FUJITA.

ENCUMBRANCE: \$0569C Mortgage 12th May 1939, in favour of Soshichi TANAKA \$400.00 at 6%.

Vesting 24353 - 21st July 1942, covering the interests of Kenso OTANI and Mario FUJITA.

ASSESSED VALUE: 1943 - 9.463 acres.
Land \$800.00
Improvements 950.00 Total \$1750.00 Taxes \$36.48.

CLASSIFICATION: Farm land.

**HISTORY OF
ADMINISTRATION:**

The property was rented by the owner to Ian MACKIE for the season of 1942, and the rental of \$40.00 was paid to the Custodian. The Secretary of State leased the property on the 12th March 1943 to Clarence NICHOLLS as from the 1st March to the 31st December 1943 at a rental of \$120.00, of which \$30.00 was paid to the Custodian. These two amounts have been credited to Enemy file 732 - Mario FUJITA for reason appearing below.

When examination of the interests of the OTANI'S in this property was undertaken, the information on record was that Mario FUJITA had given written authority to the mortgagee, Soshichi TANAKA, to sell the land and to recover the amount due himself under the mortgage and to pay other debts. But when this letter, dated 5th September 1941, was obtained it was found to be addressed to Yoshiya FUJITA, not to TANAKA, and there is no record of an Agreement of Sale by Mario or Yoshiya FUJITA to TANAKA or of any authority to sell given to TANAKA. Mr. Mannies states that he prepared an Agreement of Sale to TANAKA which was sent in August 1941 to Japan for execution by Mario FUJITA, but the Agreement has never been returned. TANAKA however, on the 12th February 1942 gave an Agreement of Sale to Kenso and Yaeko OTANI at a price of \$825.00, of which \$400.00 was paid to TANAKA. As the vendor in the sale has no registrable evidence of ownership interest, the Custodian has refused to recognize this sale to the OTANIS, and the land is held to be Enemy property, owned by Mario FUJITA, whose interest was vested on the 21st July 1942 and transmitted to the Custodian on the 7th March 1944.

The sum of \$400.00 paid to TANAKA has been transferred on the Custodian ledger from his account and credited to the joint account of Kenzo and Yaeko OTANI, together with interest thereon - \$54.00. Out of this \$454.00 credit have been paid claims against Kenzo OTANI amounting to \$95.68, leaving a credit balance of \$358.32.

Kenzo and Yaeko OTANI have no interest in the sale of the property to The Director The Veterans' Land Act.

We have no record on file of the vesting of the mortgage interest of Soshichi TANAKA nor of a Discharge of the Mortgage. The amount owing on this mortgage, \$400.00 on principal and \$20.00 interest from May 12th, 1939 to May 12th, 1944, was charged in the ledger to Mario FUJITA account, and was credited to Soshichi TANAKA on the 28th October 1944. It would appear, if this mortgage is no longer a charge against the Title, that Mr. Cruz obtained the Discharge from Mr. TANAKA.

As Enemy property owned by Mario FUJITA, this parcel of land was sold and the funds accounted for as follows:

SOLD:

To The Director The Veterans' Land Act for \$716.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Mario FUJITA, sale price \$716.00 plus rent from Mackie \$40.00, rent from Nicholls \$30.00, insurance refund \$3.48, total \$789.48; less Certificate of Encumbrance \$1.00, taxes \$41.74, mortgage and interest \$520.00, registration fee \$3.00, legal fee \$15.00, total \$580.74; Net amount released \$208.74.

TITLE:

Included in C. of T. 171903-E and payment of consideration included in cheque to the Custodian dated April 28th, 1944.

**OLD C. OF T.
NO. 109668-E:**

In possession of Soshichi TANAKA.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED August 13th, 1946.

John Macpherson

IN:ML

LIABILITY SUMMARY

File 3284

Re: Kenzo OTANI

Reg. No. 10574.

The claims filed against Kenzo OTANI were:

Royal Columbian Hospital	\$20.01
Komura Bros.	3.89
M. Ehisawski & Co.	6.03
Dr. Turnbull.	15.00
Vancouver General Hospital	10.75
Dr. F.J. Sparling	40.00
Clappison Bros.	11.16

The account of Clappison Bros. was disputed as having been paid in March 1942. No further action has been taken.

All the remaining accounts above were approved on the 27th September 1944 and were paid by the Custodian on the 11th December 1944.

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

[Signature]

DATED August 13th, 1946.

IN:NL

This Agreement,

made in duplicate this

12th

day of

February

in the year of Our Lord one thousand nine hundred and forty-two

5284

BETWEEN

SOSHICHI TANAKA

of the town of Haney in the
province of British Columbia.
Farmer.

hereinafter called the "Vendor" of the one part,

AND

Name,
Address, and
Occupation
of Parties

KENZO OTANI (731)

and

YAYEKO OTANI

"Joint Tenants"

of the town of Haney, in the
province of British Columbia.
Farmer and Wife.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge in the province of British Columbia, and more particularly known and described as Lot Two (2) or Lot One (1) of the North East Quarter of Section Twenty (20), Township Twelve (12) Map Five Thousand Four Hundred and Thirty (5430) in the District of New Westminster.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Eight Hundred and Twenty-five.....(\$825.00)..... Dollars

payable in manner and on the days and times hereinafter mentioned, that is to say:—Four Hundred..... Dollars

receipt whereof the said Vendor doth hereby admit and

per attached slip.....\$425.00...

Whereas by Mortgage registered owner of the above property to Soshichi Tanaka (Eight Hundred Dollars) and WHEREAS as to principal and interest and Japan, September 5th, 1941, the said and convey all his interest and title Soshichi Tanaka in full satisfaction is now impossible to obtain a conveyance conditions.

Therefore the parties to this agreement of the property shall be allowed to fall into arrears offered for sale by the Municipality, Kenzo Otani be permitted to purchase it in their own names. As Receipt is secured, Kenzo Otani and Yayeko Otani shall of the purchase price and interest as per the attached

Soshichi Tanaka further agrees that should opportunity obtain title to the property sooner than by tax sale as aforesaid, he will take whatever action appears expedient to obtain title Kenzo Otani and Yayeko Otani at the earliest possible date.

This Agreement,

made in duplicate this 12th day of February in the year of Our Lord one thousand nine hundred and forty-two

BETWEEN

SOSHICHI TANAKA

of the town of Haney in the province of British Columbia. Farmer.

Name,
Address, and
Occupation
of Parties

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

KENZO OTANI (733)
and
YAYEKO OTANI
"Joint Tenants"

of the town of Haney, in the province of British Columbia. Farmer and Wife.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge in the province of British Columbia, and more particularly known and described as Lot Two (2) or Lot One (1) of the North East Quarter of Section Twenty (20), Township Twelve (12) Map Five Thousand Four Hundred and Thirty (5430) in the District of New Westminster.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Eight Hundred and Twenty-five.....(\$825.00)..... Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum ofFour Hundred..... Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: as per attached slip.....\$425.00...

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of6%...Six..... per cent. per annum, payable as per attached slip.

Whereas by Mortgage dated May 18, 1939, Nario Fujita, the registered owner of the aforesaid property did mortgage the said property to Soshichi Tanaka to secure the sum of \$400.00 (Four Hundred Dollars) and WHEREAS the aforesaid mortgage is now in arrears as to principal and interest and WHEREAS by letter dated at Fukuoka Japan, September 5th, 1941, the said Nario Fujita did agree to assign and convey all his interest and title in the said property to the said Soshichi Tanaka in full satisfaction of said Mortgage, and WHEREAS it is now impossible to obtain a conveyance from Japan owing to War conditions.

Therefore the parties to this agreement agree that the aforesaid property shall be allowed to fall into arrears for taxes and when offered for sale by the Municipality, Kenzo Otani and Yayeko Otani shall be permitted to purchase it in their own names. As soon as the Tax Sale Receipt is secured, Kenzo Otani and Yayeko Otani shall pay the balance of the purchase price and interest as per the attached agreement.

Soshichi Tanaka further agrees that should opportunity arise to obtain title to the property sooner than by tax sale as aforesaid, he will take whatever action appears expedient to obtain title for Kenzo Otani and Yayeko Otani at the earliest possible date.

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 payment 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 the 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 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 purchasers thereof.

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature of Witness HALBERT MENZIES

Street Address _____

City Haney, B. C.

Occupation Notary Public

YAYEKO OTANI (Signed)

KENZO OTANI (Signed)

S. TANAKA (Signed)

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT

I, _____ of the _____, in the Province of British Columbia,
make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein;
2. The said instrument was executed at _____ of the full age of twenty-one years.
3. I know the said part, and that _____ of the full age of sixteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____
in the Province of British Columbia, this _____
day of _____ 19 _____

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

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the 23rd day of February, 19 42 at _____, in the Province of British Columbia,
Soshichi Tanaka ~~(Name of person making acknowledgment)~~, who is personally known to me,

~~appeared~~ appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name he has subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____ in the Province of British Columbia, this 23rd day of February, 19 42 in the year of our Lord one thousand nine hundred and forty-two

H. MENZIES (Signed)

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

Note: When the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

A Marriage Dearly Bought

FOR ATTORNEY

day of

has been proved by the evidence on oath of personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____, in the Province of British Columbia, (whose identity is the same person) that the said _____ to the annexed instrument as the maker thereof, that the said _____

to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as the
be, the said
instrument, and subscribed the name of the said
as the free act and deed of the said
attorney which has not been revoked.

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

day of
in the year of our Lord one thousand nine hundred and

Note: When the person making the acknowledgment is personally known to the officer taking the oath, strike out the words in brackets.

HAL MENZIES
HANEY, D.C.

THE NORTH FRASER LEADER

Agreement for Sale of Land

"Joint Tenants"

KENZO OTANI

AND

SOSHICHI TANAKA

Date 12th February 1942

FOR THE SECRETARY DENTING that, on the

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

20 Sep

of
appeared before me and acknowledged to me that he is the
who subscribed his name to the annexed Instrument as

to the said instrument; that he was first duly authorized to subscribe his name as aforesaid, and after 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 British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

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.

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: MAPLE RIDGE.

Date: August 27, 1942.

NAME: OTANI, Kenzo

REGISTRATION NO. 10674.

ADDRESS: No # 11th. Ave., Haney, B.C.

PROPERTY:

ACREAGE: 10. 5 acres cleared, rest bush.

KIND OF CROPS: NV. Everything Fruit Trees.
overgrown. 1/2 all sml.

APPROXIMATE ACREAGE OF EACH:

HOUSE: 1 Storey. VACANT: Yes. OCCUPIED

DESCRIPTION Frame, basement has dirt fl. ROOF: Shingle.

SIZE: 20 x 22. NO. OF ROOMS 4.

CONDITION:

OTHER BUILDINGS: Woodshed.

NAME OF LESSEE OR RENTOR: George A. Mackie - Royal Auto Court, Lougheed High.
Just east of Haney Theatre.

TERMS: Copy of lease in office.

WATER: Well. ON: OFF:

LIGHT: Yes. ON: No. OFF:

REMARKS: House finished with building paper outside, is not very old.
Inside is finished with building paper. Property becoming
badly overgrown.

INVENTORY OF CHATTELS LEFT ON PROPERTY

In house.

Lge. Shrine. (wrapped up)
Sml. table. (homemade)
Umbrella.
Dustpan.
Sml. Kitchen table. (homemade)
Enameled dish pan.
Sml. Aluminum pot.
Cook stove. (Good Cheer) & lge. poker.
Lge. pail.
Sml. mirror.
2 Kitch. chairs.
3 Dining chairs.
2 Benches.
3 Beds & springs. (good)
Chiffoneer.
2 Sml. leather cases.
Round Dining table.
Heater.
Sml. cabinet.
3 Window blinds.

In basement.

7# Berry wire.
Moose horns. (old)
Drum heater.
Heater.
2 Wheelbarrows.
Hatchet head.

In woodshed.

2 Ladders. (homemade)
2 Car jacks. (rusty). 2-5gal. coal oil tins.
2 Iron blocks. 10 sml. wooden frames. Wash tub.

In basement. (cont.)

Kitch. chair. (poor)
2 Steel blocks.
Lge. table. (homemade)
Last.
Couch. (old)
Wooden tool box. (cont. 25# cement)
25gal. Stone crock.
2-50' lengths garden hose.
50' 1 1/2" rope. (tied up)
Sheet of copper 3' x 3'.
2 Lge. ctn. Sake bottles.
Wedge.
15# Clothes line wire.
Sml. lantern.
1 Bent shovel.
5 Shovels. (ord.)
1 Hoe.
1 Peavey.
1 Crow bar.
1 Potato fork.
1 Mattock.
1 Grub hoe. (no handle.)
2 Logging chains with 3 hooks.
1 Penberthy Valve, 1/2".

15' 1" rope at well.

Signed:

J. Mayson
R. M. Anderson

Extract from Lease.

Lease No. 383.

Files Nos. 5284 & 6399.

Lessor: The Secretary of State. (Nario FUJITA)

Lessee: A. Claude NICHOLLS.

Date: 12th March, 1943.

Term: 1 year from 1st January, 1943 to 31st December, 1943.

Consideration: \$120.00 payable 1st July, 1943. No Taxes.

Property:

Land: Lot 2 of Lot 1 of N.E. $\frac{1}{4}$ of Section 20, Tp. 12, Map 5430,
C. of T. 109668 E. Municipality of Maple Ridge.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 5/8/43.

- C O P Y -

GEORGE A. SHEWFELT

HANEY, B.C.

May 6th, 1942.

Department of the Secretary of State
Vancouver, B.C.

Dear Sirs

Enclosed find Copy of Lease from Yashichi Yoshida
to Arthur Squires.

Also I have K. Otani place-Lot Two (2) of Lot One
(1) of the N.E. Quarter of Section Twenty (2) Township Twelve (12)
Map 5430 Municipality of Maple Ridge, Province of British
Columbia.

This place is badly run down and Mr. Yoshida wants
it Summerfallowed this Season and he is agreeable to let the
Tenant have it for the payment of 1942 Taxes, Insurance on the
Dwelling, and the Summerfallowing as the full covering for this
year's Rent so therefore as there is going to be no returns
from this year's crop, he did not ask for anything more than
that above stated.

Hope this meets with your approval I am

Yours truly

(Sgd.) Geo.A. Shewfelt

Geo.A. Shewfelt

GAS/AP

Files Nos. 5284 & 5288

(Original in File #5284)

✓
5284 & 5288

22nd May, 1942.

Mr. George A. Shewfelt,
Haney, B.C.

Dear Sir:

re: Yushida Yoshida and
Kenzo Otani.

We thank you for yours of the 6th instant,
enclosing copy of lease from Y. Yoshida to Arthur
Squires.

We note that you apparently have some deal
regarding the K. Otani property, and would ask that
you forward details of same to this office.

Yours truly,

R. P. Alexander,
Assistant Manager.

RDR:GF

Richard P. ...

GEO. A. SHEWFELT

Real Estate - Insurance - Notary Public

RECEIVED
MAY 28 1942

HANEY, B.C. May 27th. 1942

Government Custodian

Vancouver, B.C.

The file please
[Signature]

Dear Sirs

Re K. Otani
11th Avenue, Haney, B.C.

Before this Party's departure I had arranged with Mr. Lungren to take over Mr. Otani's place at \$7.00 per month as the place was badly run down, nothing having been done to it since last year. But since that time before Mr. Lungren was ready to move sickness in the family prevented him taking it on and the place is still vacant.

What equipment there was on the place I had stored in the Basement and pad-locked it and the Furniture in the house is just as they left it.

There is no crop on the place worth mentioning for this year, however the place is locked up and I have the keys at my Office until further notice.

Yours truly

Geo. A. Shewfelt
Geo. A. Shewfelt

GAS/EP

*24/6/42
advised by telephone OK*

GEO. A. SHEWFELT

Real Estate - Insurance - Notary Public

5284

HANEY, B.C. June 22nd.1942

Department of the Secretary of State
Vancouver, B.C.

OFFICE OF THE CUSTOMS
JAPANESE SECTION

Dear Sirs

Re Kenzo Otani
11th. Ave. Haney. B. C.

RECEIVED

You no doubt will recollect our communication in connection with the Otani Place.

The party I had arranged to take it over took sick and was unable to handle it and therefore it has been running wild and the main crop of Asparagus and Strawberries were so smothered out with weeds and grass that they were a total failure and all there is left now is the small patch of Raspberries and these will require some cleaning up between the rows before the crop is ready to pick.

I had Mr. Ian Mackie of Haney, call at my office this afternoon and made me an offer of \$40.00 for the balance of the year with an option of rehewing it at the end of 1942.

He would not need the Dwelling this year so therefore it could remain locked up as it is where the Otani furniture is stored.

This would be a cash rent of \$40.00 for the remainder of this year and this would give him an opportunity to prepare the land for next year's crop.

I would recommend you taking this offer as the place is going to ruin if left much longer as it is.

Mr. Mackie wants to know at once and if accepted he can get right at the cleaning up of the Raspberries before they are ready to pick which will be in the course of another week.

If you phone me if this is in order I shall deliver the message to him and draw up a Lease to this effect, and let him get started at once.

Yours truly

Geo. A. Shewfelt

Geo. A. Shewfelt

GLS/AF

Richard

Haney, June 24th. 1942

Department of the Secretary
of State
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

JUN 25 1942

Dear Sirs

I hereby tender my rent for Rent for the balance of this year on Kenzo Otani place located on the East side of 11th Avenue, Haney, B.C. with the option of renewing it at the end of 1942.

The Rental for this year to be Forty (\$40.00) Dollars which I am enclosing and hoping this meets with your approval

Yours truly

San G. Mackie

5284.

10674

GEO. A. SHEWFELT

Real Estate

Insurance

Notary Public

HANEY, B.C.

June 25th 1942OFFICE OF THE CUSTODIAN
JAPANESE SECTION**RECEIVED**
JUN 29 1942Mr. R.D. Richardson
Vancouver

Dear Sir

I had Mr. MacLure call on me today and he advised me he had a letter from you, but there is one point which he would like to have ~~included~~ included in the Lease that is that he should have the use of the dwelling for the simple reason while he might be working clearing up the land for another year's crop he would want some place to stay.

I might say that when Mr. Otani gave me the place for to rent before he left the house and what furniture is in it was included in the rent.

I think it would be quite in order to have this included in the Lease as the place would be much better to be occupied than left vacant. And I will see that the place is well cared for.

Yours truly

Geo. A. Shewfelt
Haney B.C.

5284

26th June, 1942.

Mr. Ian Mackie,
Haney, B.C.

Dear Sir:

re: Kenzo Otani.

In reply to your application to rent the property of A. Otani, 11th Ave., Haney, B.C., we have to advise that the Custodian is willing to lease this property to you for the sum of \$40.00 cash for the period ending December 31st, 1942, on the express understanding that you will enter into a formal lease agreement on terms satisfactory to the Custodian.

It is understood that the use of the house and chattels is not included in this agreement.

If you agree to this arrangement, please advise us by letter and it will then be in order for you to take possession, pending execution of the formal lease.

We acknowledge receipt of your cheque in the amount of \$40.00, and enclose receipt for same herein.

Yours truly,

Manager,
Farm Department.

RDR:GF

Encl:

HAL MENZIES

Real Estate and Insurance

Fire, Theft, Automobile
Sickness and Accident
Plate Glass and Burglary
Insurance

Notary Public - Conveyances
Loans and Appraisals

HANEY, B. C.

Sun Life Insurance
Company's Agencies

#5284.

June 27, 1942

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 29 1942

Dear Sir:

In reply to an inquiry re S. Tanaka, N. Fujita,
and K. and Y. Otani, we are enclosing a copy of
an agreement which the writer prepared for the
above parties on February 12th of this year.
I think it explains fully the way the property
was dealt with but if you require any further
information I would be glad to supply it if I
can.

Yours truly,

H. Menzies

*Wm

*File under
OTANI, K.*

X

MEMORANDUM.

File #5284.

27th June, 1942.

re: K. Otani. #10674.

K. Otani declares Lot ²⁴⁴⁷¹ ~~272~~, N.E. 1/4 Sec. 20
Tp. 12 on his J.P. form, but we find it is registered
at the L.R.O in the name of Nario Fujita, subject to
a mortgage of \$400.00 to Shoshichi Tanaka. Otani
also declares a mortgage to Tanaka of \$450.00.

I contacted Hal Menzies at Haney, and he
showed me a letter from Nario Fujita who is in Japan
addressed to S. Tanaka, stating that he was unable to
pay the mortgage and offering the property to him in
consideration of the mortgage. Tanaka had Menzies
draw up an agreement on this, which was sent to Japan
for execution in August, 1941, but was never returned.

^{deed}
S. Tanaka in turn offered the property to
K. Otani if he would pay off the mortgage. Otani
apparently accepted, and seeing that the executed deed
did not arrive from Japan, Otani was to have received
a clear title via Tax Sale in due time.

WEA:GP

Wb

MEMORANDUM.

File #5284.

29th June, 1942.

To Mr. G.W. McPherson.

From Mr. Richardson.

re: K. OTANI. #10674.

K. Otani declared on April 23rd, 1942, that he owned Lot 2 of Lot 1 of N.E. 1/4 of Sec. 20, Tp. 12, Map #5430 N.W.D. On checking this description with the Assessment Roll of Maple Ridge Municipality it was found that same was listed in the name of Nario Fujita. I had the title searched and ascertained that the registered owner is Nario Fujita, subject to Mortgage of \$400.00 to Soshichi Tanaka.

The present domicile of Nario Fujita is in Japan.

The attached memo from our Mr. Anderson clearly gives reason why Otani declared the property.

Please instruct if you consider this a property with "enemy interest", as I have leased the farm, not including the house, for the balance of this year.

RDR:GF

GEO. A. SHEWFELT

Real Estate - Insurance - Notary Public

HANEY, B.C. July 7th. 1942

Mr. Richardson

c/o Secretary of State

Vancouver, B.C.

Dear Sir

Re Pugetsi

NARIO FUJISA.

Confirming our Telephone communication a few days ago
I have been making enquiries re the above Party's whereabouts and
and the only information I can gather is that he left here about
two years ago for Japan and has not been heard of since.

Hope this information will be of some use to you I am

Yours truly

Geo. A. Shewfelt
Geo. A. Shewfelt

Gas/Lp

OFFICE OF THE CUSTODIAN
JAPANESE SECTIONRECEIVED
JUL 8 1942

out to 9 MacPh.

File # 5284.

↑
file this please
2

July 16th, 1942.

The Registrar,
Land Registry Office,
New Westminster, B.C.

Dear Sir:

I enclose Certificates of Vesting affecting
the lands owned by the parties below listed. If these
are in order will you please file the same and advise
me.

<u>File No.</u>	<u>Name</u>
9401	Sidney Zentaro SHIN
5284	Kenzo OTANI & Nario FUJITA
3295	Uachiro MOTOTSUNE
18931	Mrs. Benjuro KUMAGAI & Jinju KUMAGAI
5163	Yutetsu KAWAMURA & THE TRUSTEES of the MAPLE RIDGE BUDDHA MISSION.
9374	Teizo HIDAKA & Kunio HIDAKA
11009	Henry Kanao HARUSE
3969	Masanari YOKOYAMA
7281	Denshin WAGAMATSU
4206	Kikutaro MINAKI
9386	Kuro KIDO
1297	Minoru NAMBA
2525	Takehashi HITSUNAGA

In advising me of filing will you please
refer to our file number.

Yours truly,

IMcP:PB

R. P. Alexander
Manager

August 12, th, 1942.

Registrar,
Land Registry Office,
New Westminster, B.C.

Dear Sir:-

I shall be pleased if you will let us have a Certificate of Encumbrance in respect to the properties below described.

Our file 5163 -	130425-E	Lot 1 of part of Lot 1, Block 2, of Lot 245, Op. 1, Map 6263.
Our file 10931 -	129203-E	Lots 1, 2, 3 and 5 to 11 inclusive, Block 2 of Lot 16, Op. 1, Map 1531
Our file 5439 -	144300-E	Lot 12 of the N. $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 29, Tp. 17, Map 2849
Our file 4935 -	64167-E	Lot 3 of the NW $\frac{1}{4}$ of Sec. 30, Tp. 2 Map 1607
Our file 4983 -	148379-E	Lot 10 of Sec. 25, Blk. 6N, Range 1 East, Map 3391
Our file 6775 -	77481-E	Lot 11 Sec. 34, Block 5 North, Range 2 West, Map 880.
Our file 3308 -	129270-E	Part 1.02 ac. more or less of Lot "C" of Section 12, Block 3N, Range 7 W Map 2171, as shown and lettered "H" on Sketch deposited No. 5022.
Our file 9401 -	121885 - E	Municipality of Maple Ridge. Lot 11 of the N. $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 1, Tp. 12, Map 5198.
Our file 8052 -	83550-E	Lots 1, 2, 3, 4, 5, 6, 7, 8, and 14 of the N. $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 26, Tp. 7, Map 2694.
Our file 3769 -	148665-E	Lots 5 and 6, Block "E" of Sec. 11 Blk. 3E, Range 7 West, Plan 4550
Our file 5284 -	109668-E	Lot 2 of Lot 1 of the NE $\frac{1}{4}$ of Sec. 20 Tp. 12, Map 5430.
Our file 887 -	7925-E	South part 8.5 acres of Lot 29 of Lot 432, Group 1, Map 1208 as shown and outlined in orange on sketch deposited No. 2686.

File #5284

24th July 1942

EXTRACT

NAME OF JAPANESE

AMOUNT

Genzo OTANI

Previously
Reported

Present
Standing

19.01

Paid

CREDITOR

Maple Ridge Co-operative Produce
Exchange,
Haney, B. C.

ORIGINAL IN FILE #74

5284

September 4, 1942.

Mr. Kenzo OTANI, #10674
C/o Mr. Peter Duick,
Box #159,
Coaldale, Alberta.

Dear Sir:

Re: Chattels

We attach hereto in duplicate,
a list of chattels left in this area.
Will you please sign and return one copy
to us. We understand that these chattels
are for the use of the new tenant, Mr.
G. A. Mackie.

Yours very truly,

H. F. Green,
Protection Department.

WOB:MFP

Enc.

FILE NO: 5284

September 4, 1942.

NAME: Kenzo OTANI.

REG. NO: 10674

ADDRESS: No. # 11th Ave., Haney, B. C.

INVENTORY OF CHATTELS LEFT ON PROPERTY

In basement (cont.)

In house.

Lge. Shrine. (wrapped up)
Sml. table. (homemade)
Umbrella.
Dustpan.
Sml. Kitchen table (homemade)
Enameled dish pan.
Sml. Aluminum pot.
Cook stove. (Good Cheer) & lge. poker.
Lge. pail.
Sml. mirror.
2 Kitch. chairs.
3 Dining chairs.
2 Benches.
3 Beds & springs. (good)
Chiffonier.
2 Sml. leather cases.
Round Dining table.
Heater.
Sml. cabinet.
3 Window blinds.

In basement.

7# Berry wire.
Moose horns. (old)
Drum heater.
Beater.
2 Wheelbarrows.
Hatchet head.

In woodshed.

2 Ladders. (homemade)
2 Car jacks. (rusty). 2-5 gal. coal oil tins.
2 Iron blocks. 10 sml. wooden frames. Wash tub.

This represents all my chattels remaining in any protected area
in British Columbia.

CONFIRMED:

DATE: _____

SIGNED: _____

Please sign and return one copy to the Custodian.

NA

Kitch. chair. (poor)
2 Steel blocks.
Lge. table. (homemade)
Lst.
Couch. (old)
Wooden tool box. (cont. 5# cement)
25 gal. Stone crock.
2-50' lengths garden hose.
50' 1 1/2" rope. (tied up)
Sheet of copper 3' x 3'.
2 Lge. ctn. Snake bottles.
Wedge.
15# Clothes line wire.
Sml. lantern.
1 Bent shovel.
5 Shovels. (ord.)
1 Hoe.
1 Peavey.
1 Crow bar.
1 Potato fork.
1 Mattock.
1 Grub hoe. (no handle)
2 Logging chains with 3 hooks.
1 Penberthy Valve. 1/2".
15' 1" rope at well.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 8 1942
File # 732
5284

October 8th, 1942

MEMORANDUM

TO: MR. R. D. RICHARDSON

FROM: MR. K. W. WRIGHT

Re: Nario FUJITA (in Japan)

The above mentioned is the registered owner of Lot 2 of Lot 1, NE quarter, Section 20, Map 5430, District of New Westminster, but K. Otani (Evacuee file #5284) claims ownership.

We notice that Mr. G. W. McPherson, on a Memo on file, has suggested that the evacuation section continue to handle this matter.

We are, therefore, attaching the 1942 Tax Statement for your attention.


K. W. WRIGHT

KWW/CM

5284

November 11th, 1942.

Mr. Ian Mackie,
C/o General Delivery,
Kelowna, B. C.

Dear Sir:

Re: Kenzo Otani

We would advise that on inspecting the above Japanese property on the 5th instant, we find that the dwelling-house is occupied by Mr. C. Nichollas, who informs us that he has rented the dwelling-house on a monthly basis of \$10.00 per month, from you.

We wish to refer to our agreement with you dated June 26th, 1942, wherein we clearly stated and quote as follows: "It is understood that the use of the house and chattels is not included in this agreement". We have therefore instructed Mr. Nichollas to make his payment into this office.

We assume that, in view of your harvesting this year's crop off this property, you have no further desire to retain your lease on this property which expires on December 31st, 1942.

We would very much appreciate your informing us to this effect.

Yours truly,

R. D. Richardson.
Farm Department.

HRC/EM

5234

November 11th, 1942.

Mr. C. Nichollas,
11th Ave.,
Haney, B. C.

Dear Sir:

Re: Kenzo Otani

We wish to confirm a representative from this office contacting you on the 5th instant regarding the above's property.

We would advise that we are referring this matter to the Soldier Settlement of Canada, who are leasing all Japanese properties and we would ask that you make application to lease this farm through them.

In the meantime, we would request that you let us have your remittance of \$10.00 per month, made payable to the Custodian of Enemy Property.

We would further advise that we are writing Mr. Ian Mackie regarding this matter.

Yours truly,

R. D. Richardson.
Farm Department.

HRC/EM

5284

out to Richardson
copy

2719 Ontario Street,
VANCOUVER, B. C.
November 19, 1942.

Department of Secretary of State,
VANCOUVER, British Columbia.

Attention Mr. Richardson

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 21 1942

Dear Sir:

Acknowledging yours of the 11th instant re Kenzo Otani Farm at Maple Ridge, I may say that you appear to have been misinformed with regard to the arrangement under which C. Nichols is occupying the house on the above place. He has been there since October 1st and with his family has been engaged in clearing the berry and asparagus patches for next year's crop. He has paid no rent and in fact owes me money for bedding and other amounts advanced prior to my settling him on the place to set the place in order.

With reference to your letter dated June 26, 1942, in which you reserved use of the house, we were advised by Mr. George Shewfelt, real estate agent at Haney, through whom we made our advance rental payment to December 31, 1942, that you had advised him we had the use of the house for that period.

You will understand I couldn't get the land cleared without a place for the workers to live and I put Nichols there in good faith and he has paid me nothing to date. In the meantime I have entered into a renewal lease for 1943 with the Soldiers' Settlement Board and I feel that I am entitled to the use of the entire property from July 1st last year, in order for me to recoup myself for the rather heavy expense to which I have been put to date. Nichols is working for me and any mention of rent between us was as a share of his remuneration for his services in clearing the place.

(Over)

5284

November 24th, 1942.

Mr. Ian Mackie,
2719 Ontario St.,
Vancouver, B. C.

Dear Sir:

Re: Kenzo OTANI

We acknowledge receipt of your letter dated November 19th and duly note the contents.

We have communicated with the Soldier Settlement of Canada in connection with the renewal of your lease on the above Japanese property for 1943 and have been informed that your application is on hand and is now under consideration.

Please be advised that in the meantime, we have instructed Mr. C. Nichollas to remit his monthly payments direct to this office until a definite understanding is reached on the renewal of your lease with the Soldier Settlement of Canada.

Yours truly,

R. D. Richardson.
Farm Department.

HRC/EM

The Willow Inn
and Willow Lodge

KELOWNA, B.C.

Nov. 15th 1942

Mr. C. Nicholls
Okanagan fruit farm.
11th Av.
Nanaimo B.C.

Please file
5284

Wk

Dear Mr. Nicholls:- as we have not heard from you either
directly or through the occupants of our house.
Mr. & Mrs. Ray Lee comb. we would like to remind
you of your promise to pay balance due us
amounting to \$14.00 for the two mattresses and
cabin rent of \$4.00.

With regard to your arrangements
to the fruit farm it will be necessary for you to complete
these with our son Dan who will be writing or calling
you before the end of the year. He has made a new
lease with the Soldiers Settlement Board for 1942 at a
higher rent than last year. We understand that you
told some inspecting officers that you were paying him
\$10 per month but for the place in spite of the fact you
have paid nothing as yet as far as we know to anyone, Do
not make any payment to anyone but Dan our son our wish
if you intend to carry out our agreement. Were you able to
transplant any raspberry bushes or strawberry and asparagus
plants to our Okanagan property as agreed. Please reply with
remittance as soon as possible to us at Dan's delivery
Kelowna B.C.

Yours truly
Marion MacKay

- C O P Y -

Kelowna, B.C.

November 15th, 1942.

Mr. C. Nicholls,
Otani Fruit Farm,
11th Ave.,
Haney, B.C.

Dear Nicholls:

As we have not heard from you either directly or through the occupants of our house, Mr. & Mrs. Ray Leescomb, we would like to remind you of your promise to pay balance due us amounting to \$14.00 for the two mattresses and cabin rent of \$4.00.

With regard to your arrangements re the Fruit farm it will be necessary for you to complete these with our son Ian who will be writing or calling you before the end of the year. He has made a new lease with the Soldiers Settlement Board for 1943 at a higher rent than last year. We understand that you told some inspecting officers that you were paying him \$10 per month for the place in spite of the fact that you have paid nothing as yet as far as we know to anyone. Do not make any payment to anyone but Ian our son or us if you intend to carry out our agreement. Were you able to transplant any raspberry bushes or strawberry and asparagus plants to our Haney property as agreed. Please reply with remittance as soon as possible to us at General Delivery, Kelowna, B.C.

Yours truly,

"Marion Mackie"

MEMORANDUM

File Nos: 6339 and 5284

December 7, 1942

To: Mr. Russell

From: Mr. Alexander

Re: Mr. and Mrs. Kenzo OTANI

Attached are both files.

Would you please be good enough to obtain from Mrs. Otani a statement confirming her interest in real estate mentioned in Mr. Davidson's memorandum dated October 30th.

You may also wish to examine carefully File 5284 in an endeavour to clear up the question of ownership. For this purpose you may also wish to borrow from the Enemy Section their File No. 732, and obtain from the Evacuee Section File No. 4840.

RTA:MD

23

Chicago, Ill., May 22, 1934

Chicago, Ill., May 22, 1934

Mr. J. J. Connelley

Chicago, Ill.

Re: J. J. Connelley, 1934
J. J. Connelley, 1934
J. J. Connelley, 1934
J. J. Connelley, 1934

Dear Sir:

I, J. J. Connelley, do hereby certify that I am the owner of the property described in the attached certificate of title.

This land is registered in the name of J. J. Connelley a resident of Chicago, subject to a mortgage to J. J. Connelley.

The instrument of title of 25 June 1934 states that J. J. Connelley offered to convey the land to J. J. Connelley in consideration of the collection of the mortgage. J. J. Connelley accepted this offer and J. J. Connelley, as a result of this offer, is the owner of the land.

This instrument of title constitutes an enforceable contract. The parties thereto are J. J. Connelley, offeror, acceptor, and witness in writing signed by J. J. Connelley and J. J. Connelley. It is thought, therefore, that J. J. Connelley should be able to pay the mortgage as well as all persons except that he may be called upon to execute a deed. Should he not do this it is thought that the Court would direct the Registrar to issue a new deed.

Enclosed as J. J. Connelley's letter to J. J. Connelley is J. J. Connelley's evidence of title. This letter has the value of a deed and must be kept carefully preserved. I am writing to you suggesting that this letter be sent to this office for safekeeping to the Recording Department.

Now the instrument of title further states that J. J. Connelley offered the property to J. J. Connelley if he would pay off the mortgage and that J. J. Connelley accepted this proposal. In evidence of this contract is found on file in the office of the Recorder of Deeds under the name of J. J. Connelley, but was from J. J. Connelley. This was done because J. J. Connelley is registered as his primary debtor because he has the right to make a deed of agreement to sell the land in question to J. J. Connelley and J. J. Connelley as joint tenants. It follows that the claim against J. J. Connelley is extinguished completely, J. J. Connelley having assumed the rights of J. J. Connelley by making the agreement with the J. J. Connelley.

In J. J. Connelley's agreement with the J. J. Connelley is an attached clause in which he agrees to take whatever action appears expedient to obtain title for J. J. Connelley and J. J. Connelley of the earliest possible date. He has, it appears, already partially converted himself into a J. J. Connelley to clear title.

(over)

File No. 677, 522, 4240
Copy File No. 73

Rec'd	DEC 15 1947
File No.	
Ans.	
Replied	

15th December, 1947.

MR. J. H. HUNT

Attached you will find the four files mentioned, together with Mr. Russell's memorandum dated December 10th regarding which I spoke to you briefly on December 11th.

I would appreciate receiving the benefit of your advice, particularly in view of the legal problems involved.

It appears to me that Mr. Fujita has no interest in the land and that steps should be taken to arrange for title to be in the name of the Chanis.

Your comments and instructions as to the steps to be taken will be very much appreciated. This is not urgent.

One

5284
12536-6 6377

15th December, 1942.

Mrs. Yacko OTANI,
Registration No. 10673,
c/o Peter Duick, Esq.,
Box 159,
Caldale, Alberta.

Dear Madam:

We have received a claim against you of \$11.16.

This claim has been filed by Messrs. Clappison Bros., Nancy, B. C. and if you agree with the statements made by Messrs. Clappison Bros., which have been made to us under oath, and by virtue of the "Canada Evidence Act", we would appreciate your providing us with a cheque for the amount due, made payable to the order of the "Custodian of Enemy Property", in order that we may effect settlement on your behalf.

Yours truly,

R. P. Alexander
Manager

RPA:LF

file 5284

HAL MENZIES
Hansy, B. C.

C
O
P
Y

December 12th, 1942.

Office of the Custodian,
Japanese Evacuation Section,
Vancouver, B. C.

Dear Sirs:

In reply to your letter of December 10th, I have gone carefully through my files and I do not find the letter that you refer to, and, in fact, the only documents I have retained in connection with this transaction is the original of the agreement of sale between Sosichi Tanaka and Kenzo Otani and Yuyeko Otani, (Joint Tenants) on which is noted that the copy was sent to your office. If this document is of any service to you I will be glad to send it along.

As to the letter from Mario Fujita, if my memory serves me right, it was written in Japanese and was not retained by this office. I am quite sure you will find this letter either in the possession of Y. Yamaga or S. Tanaka.

I am sorry I cannot be of further service in this matter.

Yours truly,

Signed: H. Menzies.

HMK

File No. 100, 000, 000
Page 1

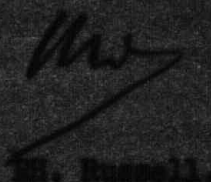
January 5, 1943.

MEMORANDUM FOR THE FILE

On 1/1/1943 Mr. McArthur, Mr. Wright, Mr. Alexander and the undersigned discussed the situation disclosed by these files.

It appears that FUJITA (Heavy 732) has no effective remaining interest in this land; that TANAKA (4240) has (nominally) the right to take foreclosure proceedings in order to place title in his name; that TANAKA has agreed to sell the lands to the OTANIS (3224 & 3225) and has covenanted specifically to clear title; that no further funds ought to be paid to TANAKA until he has placed himself in a position of clear title; and that he has ample resources from the difference between the sale prior to the OTANIS and the amount due to him from FUJITA to pay all costs of foreclosure proceedings; it was decided that

1. Revenues from the lands should be placed to the joint credit of the OTANIS.
2. Consideration would be given to disbursement of surplus revenues to the OTANIS in case of need.
3. TANAKA should be asked to clear title to the land.
4. For that purpose any consent required by this office would be recommended.
5. No further payments should be made to TANAKA until he has cleared title.
6. Upon such clearance consideration can be given to the respective needs of TANAKA and the OTANIS in view of the facts that probably TANAKA has fairly substantial assets while the OTANIS are less well placed and also that the land itself is ample security for any money to come from OTANIS to TANAKA on account of the purchase price.


H. Russell.

Files 6660, 6399, 4840, 5284
Enemy 732.

January 18, 1943.

MEMORANDUM - MR. RUSSELL

Thank you for your memo dated January 8th on
Enemy File No. 732 and Evacuee File Nos 4840, 5284 and
6399.

I see that you wrote to Mr. Tanaka on January
11th asking for the letter from Fujita. Attached you
will find File No. 6660 from which you will note that I
have written similarly to Mr. Yamaga. Mr. Yamaga was
the manager of the Berry Growers' Co-Operative Exchange
and was employed by the Maple Ridge Co-Operative Exchange
and was very well known amongst Japanese in the Fraser
Valley.

Would you please RF File No. 6660 and follow
further if you do not get a reply from Mr. Tanaka on
File No. 4840.

RPA:RA

REGISTERED

6399, 6660,
4840, 5284

January 18, 1943.

Mr. Yasutaro YAMAGA,
Registration No. 14018,
11 Mile Camp,
Hope End, B. C.

Dear Sir:

Mr. Hal Menzies of Haney has suggested that you may perhaps be holding for safe-keeping a letter written in Japanese from Mr. Nario Fujita addressed to Mr. Soshichi Tanaka in connection with certain land which belonged to Mr. Nario Fujita but which, with the consent of Mr. Fujita, was to be sold by Mr. Soshichi Tanaka to Kenzo and Yaeko Otani.

We would appreciate your advising us in this connection and if you are holding relative letter, please forward it to us by registered mail.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

File No. 5284

January 26th, 1943.

MEMORANDUM

TO: SOLDIER SETTLEMENT OF CANADA - Attention Mr. McKay
FROM: MR. ANDERSON

Re: Kenzo OTANI
11th Ave. Haney.

This property was rented to George A. Mackie excluding the house. However, it appears he rented the house to a Mr. C. Nichollas but no rentals have been received as yet.

We understand you intended to look into this situation and we would appreciate your advising us how this stands at the present time.

WEA/EM

6399, 6660
4640, 5284

February 3, 1943.

Mr. Yasutaro YAMAGA,
Registration No. 14018,
11 Mile Camp,
Hope, B. C.

Dear Sir:

Reference is made to that portion of your letter dated January 29th, for which please accept our thanks, indicating that Mr. Soshichi Tanaka may be holding a letter addressed by Mr. Hario Fujita to his brother, Mr. Yoshiya Fujita, requesting Mr. Yoshiya Fujita to act on his behalf in connection with property at Haney, in which both Mr. Hario Fujita and Mr. Soshichi Tanaka are interested.

In accordance with your suggestion, we have written in this connection to Mr. Soshichi Tanaka.

Yours truly,

R. P. Alexander,
Manager.

WPA:EA

5284

13th July, 1943.

Mr. A. Claude Nicholls,
123-11th Avenue,
R.R. #1,
Hansy, B.C.

Dear Sir:

re: Kenso OTANI.

We wish to draw to your attention that the sum of \$120.00, being consideration of your lease on subject Japanese property, was due on July 1st, and as we have not received as yet your remittance in this amount we ask that you send us a cheque by return mail.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

File No. 5204
C-79
Int. 732

November 6th, 1943.

MEMORANDUM

To: Mr. Richardson

FROM: Mr. Ian Macpherson

Re: Lot 2 of Lot 1 of S.E. $\frac{1}{4}$
Sec. 20, Tp. 12, Map 9430,
District of Maple Ridge.

The registered owner of this parcel is Mario FUJITA, resident of Japan, subject to mortgage for \$400.00 to Soshichi YAMAKA, vested in the Custodian by Filing No. 24353.

Kenzo OTANI made declaration to the Custodian that he is the owner of the above described property, having purchased it from Mr. YAMAKA through the agent who is Mr. Hal Munkies of Denver, B. C.

Mr. Anderson, of the Custodian Office, interviewed Mr. Munkies on the 27th of June, 1942, and was shown a letter from Mario FUJITA to YAMAKA, offering the property in satisfaction of the mortgage. This offer was accepted, and an agreement was sent in August, 1941, to Mr. FUJITA in Japan, for execution, but the executed agreement has not been returned, presumably, on account of the war.

On the strength of this letter from Mr. FUJITA, and its acceptance, Mr. YAMAKA executed an Agreement for Sale of the property to Kenzo OTANI, and his wife, Iyeko OTANI, on the 12th of February, 1942, a copy of which Agreement for Sale is on file.

The validity of Mr. OTANI'S agreement of ownership, consequently depends upon the letter above referred to, from FUJITA to YAMAKA. If the terms of this letter and its acceptance constitute a contract which may be enforced by the Courts, OTANI'S ownership may be unquestioned. We have not yet been able to procure this letter in order to verify Mr. YAMAKA'S interest. Mr. Munkies informed us on the 12th of December, 1942, that the letter was not in his possession, and suggested that either YAMAKA or Mr. YAMAKA hold it. Mr. YAMAKA advises that he has not possession of it, and we have not yet heard from Mr. YAMAKA.

o Int. 732, 4840,
5884, 6399.

November 30th, 1943.

REGISTERED MAIL

Mr. H.L. Brown,
Office Manager,
B.C. Security Commission,
360 Burr Street,
Vancouver, B. C.

Dear Sir:

RE: Sonichi TANAKA - No. 13736

We thank you for yours of the 24th instant relative to the above. We have made copies of the documents you sent us and return them herewith. These are:

1. Original letter in Japanese dated September 5th, 1942, Mario FUJITA to Y. FUJITA, in original envelope.
2. The original Agreement of Sale dated 12th of February, 1942, Sonichi TANAKA to Kenzo OTANI and Kayoko OTANI.

I should be pleased if you will see that these are returned to Mr. A.E. Russell at Lethbridge, B. C., with the request that he return them to Mr. TANAKA.

Yours truly,

Ion Macpherson
Title Examiner

IM:ML
Encs.

Files No.: Int. 732, 5284,
6399 and 4840.

November 30th, 1943.

MEMORANDUM

TO: File

FROM: Mr. Ian Macpherson

RE: Lot 2 of Lot 1 of N.E. $\frac{1}{4}$
Sec. 20, Tp. 12, Map 5430,
District of Maple Ridge.

Supplementary to my memorandum on file of November 6th, there has been placed on file, a certified translation of a letter dated 5th of September, 1942, Mario FUJITA to Y. FUJITA. This letter does not assist materially in clearing the title. In the absence of any specific reference to the land, a Registrar would not issue title on the strength of it, to Mr. TANAKA. The other document, copy of which is placed on file, is the Agreement of Sale from TANAKA to K. and Y. OTANI. The original document is registrable.

The land has been sold to the Soldiers Settlement Board by the Custodian, and title may be transferred in one of two ways:

1. Transmission by the Soldiers Settlement Board of all interests concerned, being that of Mario FUJITA, Soshichi TANAKA, Kenso OTANI and Yayeko OTANI.
2. By permitting the land to be sold for taxes as provided for in the agreement between TANAKA and the OTANIS, and the subsequent transmission of all interests as thus represented by the OTANIS.

34

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G O G
O O
P P
Y

Fukuoka, JAPAN.
September 5th, 1941.

Mr. Yoshiya FUJITA:

Sorry to hear Katsuko is feeling not too well these days. Hope speedy recovery.

I'm building apartment house at Takebata. Started June and end of July hoping to complete. At present I'm reconstructing Shigeharu's office and he seems doing better now. We bought Suteishiyama under my name. This property was owned by Mrs. Takimi and there are portable rails, trucks, even wharfage, and this deal was closed with payment of ¥ 20000 so I'm not coming back to Canada again as I expected to do.

Sumiko's bridegroom to be are youngest son of Mr. Matsuma and wedding to be take place at some time in April, but he been called to Army and expected to be sent to China, so this wedding are off for couple of years.

My affairs in Canada, entrusted entirely upon you, and you can act without my consent.

My debt to Mr. Tanaka; first borrowed \$400.00 and I have not paid him none, so it must be more than \$500.00 including the interest, and again I borrowed \$150.00 to come home with, so grand total to be \$650.00. Consult Mr. Tanaka on this matter and try to dispose my land held by Mr. Tanaka under Mortgage Agreement. Settle his debt and pay doctors and hospital with balance.

Received \$25.00 from Mr. Otani so am still owing that much to Mr. Kawashima and Mr. Kawashima's lumber was bought by my name from Mr. Takimoto.

Please settle all this matters as soon as you can manage. Thank you.

I shall write to Mr. Tanaka SR but send my best regard to him by you.

"Norio"

This is a copy of the original letter from Mr. Norio FUJITA, now in Japan, to Mr. Yoshiya FUJITA, File 2761.

Int. 732
6399
5284
4840

February 16, 1944.

Messrs. Crux & McMaster,
Barristers & Solicitors,
535 West Georgia Street,
Vancouver, B. C.

Attention Mr. A. G. Duncan Crux.

Dear Sir:

Re: Mario FUJITA, Kenzo OTANI, Yaeko OTANI
and Soshichi TANAKA - Lot 2 of Lot 1 of
NE $\frac{1}{4}$ of Sec. 20, Twp. 12, Rng 5430,
Municipality of Maple Ridge.

We enclose herewith Certificate of Encumbrance No.
49784 covering subject property and showing Mario FUJITA,
a resident of Japan, as the registered owner and mortgage
to Soshichi TANAKA, Evacuee, Registration No. 13736.

The Writer discussed this case with our Mr. K. B.
Wright who informs that the procedure to follow in such
cases is that first the property is conveyed to the Secre-
tary of State to the Director of the Veterans' Land Act,
originally transferred on behalf of Mario FUJITA, secondly
a vesting order on the Secretary of State relative to the
mortgage of TANAKA and thirdly discharge of mortgage by
Secretary of State.

Yours truly,

R. D. Richardson,
Farm Department.

Enc.
RDR/EG

5284, 4742
6399, 5620
4619, 4741
8664, 9587
3267

June 15, 1944.

Soldier Settlement and Veterans' Land Act,
Rogers Building,
Vancouver, B. C.

Attention Mr. Broadbent

Dear Sirs:

Further to our letter of June 9th, which you returned and which I am attaching hereto, I will deal with each of the cases that we discussed as follows:

J. L. 148, File 5284-Kenzo OTANI & File 6399-Yaezo OTANI, Premium \$5.06, Municipality of Maple Ridge.

On our first report to you this case was reported "No Insurance"; but that was followed up shortly with a correction and the policy in question (North West 205109, covering for \$1000.00 on a one story frame dwelling with shingle roof, located on Subd. 2 of 1, N4, Sec. 20, Tp. 12, Municipality of Maple Ridge, being on the E. side of 11th Ave. Honey, B.C.) was transferred to you with endorsement completed by ourselves on the 9th of November, 1943. The policy should be somewhere in your office; and if not, we can request a duplicate to be issued.

The next three mentioned cases you found to be O. K. and ready for payment. They are as follows:

J. L. 200, File 4619, Seukichi KODAMA, Premium \$6.23
Municipality of Matsqui.

J. L. 431, File 8664, Takaji KAITA, Premium \$21.53
Municipality of Pitt Meadows.

J. L. 88, File 3267, Yoshio WATANABE, Premium \$12.72
Municipality of Mission.

J. L. 108, File 4742, Yoshio KORI Premium \$10.19
Municipality of Mission.

The policy in question is New England 6251731 covering for \$500.00 on a one story shingle roof root-house and being located on Lot 8 of the N4 of N4 of Sec. 29, Tp. 17, on the S. side of Cherry Street in the Municipality of Mission.

(over)

Soldier Settlement and Veterans' Land Act. June 15, 1944.

This should have been dealt with under A-10, 4741, the registered owner being Yoshitaka KORI, who owns Lots 8, 9, 10 and 11. The property, I understand, is being taken over by the A. L. A. but has been held up until the title to Lot 11 has been cleared. This, as you will see, has been transferred to you and shown on our records as covering property belonging to Yoshitaka KORI, J. L. 106, A-10, 4742. Yoshitaka KORI was the registered owner of Lots 5 and 6, and I understand that the property of Yoshitaka KORI described above, is now being taken over and amount chargeable would be the same as shown, namely \$10.19.

J. L. 23, A-10, 4742-Kayman SHIKAZI

Allegation of Misconduct

In checking this I find that the property in question taken over by the A. L. A., and on which the insurance has been transferred but not paid for, is described as Lots 1-12 both inclusive, Block 4 of the 2nd of Sec. 21, Tp. 17, R. 33, being located at the corner of 7th Street and Grand Avenue in the Village of Mission. The policies with endorsements completed by guarantee were forwarded to your office on the 6th of November, 1943 and they are as follows:
New England 6252153 covering for \$200.00 on a one story frame shingle roof garage station and repair garage, premium \$6.50. It is written for a term of one year to expire April 15th, 1947.
New England 6252156 covering for \$300.00 on a one story frame shingle roof garage station and repair garage, premium \$9.50. It is written for a term of one year to expire April 15th, 1947. We charged you \$100.00 of both premiums totaling \$15.00.

J. L. 23, A-10, 4742-Kayman SHIKAZI, the policy on which we showed a charge to you of \$31.00 covered on Lot 4. This, I find, was withdrawn from the rate to the A. L. A. and the \$31.00 charge should have been cancelled.

I trust that the above will be sufficient information to clear up the matter; it not give me a call on the telephone.

Yours truly,

S. K. Gibson,
Insurance Department

END:10

5264
6399

April 25th, 1944.

Mr. and Mrs. Kenzo OTANI,
Reg. Nos. 10674 & 10673,
c/o Mr. Peter Duick,
Coaldale, Alta.

Dear Sir and Madam:

re: Claims

Please refer to our letter of the 23rd February last, in which we submitted for payment seven claims lodged with the Custodian against you.

We do not find that we have received any reply to that letter and shall be obliged if you will answer same by return mail.

Yours truly,


B. R. Dusenbury

B. R. Dusenbury,
Claims Department.

COPY
SOLDIER SETTLEMENT AND VETERANS' LAND ACT

518 Rogers Building
VANCOUVER, B. C.

19th June, 1944

Attention: Mr. S. M. Gibson

The Custodian of Enemy Property
506 Royal Bank Building,
VANCOUVER, B. C.

Dear Sirs:

Re: Fire Insurance Policies

We have for acknowledgment your letter of the 9th instant with reference to unpaid insurance premiums on the following properties:

BC/11P	-	Yr. File	5284 & 6399	(J.L. 188)
371P	-	"	4619	(J.L. 200)
416P	-	"	8664	(J.L. 431)
303P	-	"	3267	(J.L. 88)
664P	-	"	4742	(J.L. 108)
327P	-	"	5420	(J.L. 23)
72P	-	"	9587	(J.L. 55)

These have now been identified with the additional information you have furnished in your letter of the 15th instant and we will let you have a cheque to cover the amount due on each policy with the exception of BC/11P (J.L. 188), Otani. No insurance policy or copy has so far been received by this office in this case, either from you or from your solicitor Mr. Crux. In view of the fact that both your lists of insurance policies transferred to us showed none in force on this property we naturally took immediate steps to cover it ourselves. We have insured the house in question since 13th August last and paid the premium. In the circumstances, therefore, we feel that if any responsibility exists for unearned premium as far as this Department is concerned, it should not extend beyond the period, 1st January 1943, to 13th August, 1943, and we are agreeable to assume for this period if you consider we should do so. Kindly advise.

Yours truly,

I. T. Barnet
DISTRICT SUPERINTENDENT

WB:DR

Per:

5284, 4742
6399, 5420
4619, 4741
8664, 9587
3267

June 21, 1944.

Soldier Settlement and Veterans' Land Act.
Rogers Building,
Vancouver, B. C.

Attention Mr. Broadbent

Dear Sirs:

I wish to acknowledge your letter of June 19th and note that you are ready to make settlement in connection with the various policies covering properties as noted.

With reference to BC/11P (J. L. 188) our Files #5284 and #6399, your suggestion is quite agreeable to us in that you pay to us only the pro rata premium on North West Policy #205109 for a period from January 1st, 1943 to August 13th 1943, a period of 223 days; and according to our figuring the pro rata for that period would be 24¢ or \$3.48.

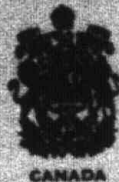
If you will be good enough please, to include this \$3.48 with your cheque to cover the other cases noted at an early date, it will clean up this matter to our satisfaction.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

DEPARTMENT OF
LABOUR



CANADA

EVACUATION SECTION

Rec'd SEP 14 1944
File No. 5284 6399
Ans. *W. A. A.*
Referred *Anderson*

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
Vancouver, B. C.

~~July~~ 13th 1944
SEP

Dept of Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir,

Re Kenzo OTANI #10674
Yaeko OTANI #10673

We enclose herewith letter of authority
from the above named to pay to Mr Soshichi TANAKA
#13736 the sum of \$477.53 in settlement of a debt.

We shall appreciate it if you will comply
with the request of Mr and Mrs OTANI.

Yours truly,

M. L. Brown

M.L. Brown
Office Manager.

MMS
enc

Lethbridge, Alta.,
September 8, 1944.

Mr. W. A. Eastwood, Gen. Manager, Vancouver, B. C.

ATTENTION - of the Custodian.

This is authorisation for the Custodian of Enemy Alien Property to pay to Soshichi TANAKA, #13736, the sum of \$477.53 in settlement of my debt to him.

Please have this check sent to the B.C. Security Commission in Lethbridge that we may obtain a receipt from Mr. Tanaka in settlement of his claim against Mr. & Mrs. OTANI.

A. Wright,
Welfare Officer.

signed Kengo Otani

signed Yayeko Otani

(Witness)

Arvilla Hyslop

(Witness)

A. Wright

(Witness)

~~5384~~
~~5385~~

September 20, 1944.

British Columbia Security Commission,
Dick Building,
360 Homer Street,
Vancouver, B. C.

Attention Mr. H. L. Brown.

Dear Sir:

Re: Kenzo UTANI, Reg. No. 10674
Yasuko UTANI, Reg. No. 10673

We wish to acknowledge your letter regarding the above Japanese and the signed request forwarded from your Lethbridge representative, for the payment of a debt to S. Tanaka in the sum of \$477.53.

We would appreciate you advising us if this debt refers to the balance owing on the property being purchased by them from Tanaka, if so, this adjustment will be made in the ordinary course of events as the property was included in the sale to the Veterans' Land Act and this balance would be credited to Tanaka's account upon which, by request, he is quite free to draw.

Yours truly,

W. E. Anderson,
Farm Department.

WHA/EO

4840
5284
6399
Int. 732

October 3rd, 1944.

Mr. M. L. Brown,
Office Manager,
B. C. Security Commission,
360 Homer Street,
Vancouver, B. C.

Dear Sir:

Re: Soshichi TANAKA-Reg. 13736.
Kenzo OTANI Reg. 10674.
Yaeko OTANI Reg. 10673.
Mario FUJITA In Japan.

We have yours of September 13th, 1944, with enclosure signed by Mr. and Mrs. OTANI, sent you by Mr. A. Wright. Unfortunately we cannot get from these the necessary information, which is the amount owing by the OTANI's to TANAKA in respect to the balance due TANAKA on the purchase price of Lot 2 of Lot 1 of NE $\frac{1}{4}$ of Sec. 20, Twp. 12, Rng 5430, Municipality of Maple Ridge, B. C.

On August 16th last we sent to Mr. TANAKA a form of Claim in respect to this balance to be filled out by him, and received this showing a claim of \$300.20 as on August 31st, 1944, but he failed to sign the form. We returned it to him for his signature and we have from him a reply dated September 18th, stating that he did not consider the statement necessary as the matter had been settled through Mr. Wright.

The enclosure from Mr. Wright above referred to is an authority to pay to Mr. TANAKA \$477.53 and as Mr. TANAKA claims in respect to purchase of land only \$300.20 it would appear that \$177.33 is a liability incurred outside of the land sale. Could you advise us what this \$177.33 represents?

- over -

DEPARTMENT OF
LABOUR



CANADA

EVACUATION SECTION

Rec'd JUL 4 1944

File No. 5284 & 6399

Ans. *By V. L. L. L.*

Referred *Anderson*

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,

VANCOUVER, B. C.

3rd October 1944.

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

Attention Mr. W. E. Anderson

Dear Sir:

Re: Kenzo OTANI, #10674
Yaeko OTANI, #10673
Your File #5284 & 6399

Replying to your letter of September 20th,
we have now heard from our Lethbridge Office who have
been informed by the Otanis that the amount of money,
namely \$477.53, which they are transferring to Mr. S.
Tanaka is the final payment on property which they pur-
chased from him in British Columbia.

Yours truly,

M. L. Brown

Per Mrs.

M. L. Brown,
Office Manager.

MS/GM

Coaldale Alta. Sept 27th 1944.

To the Custodian.

B.C. Security Commission
Vancouver B.C.

Dear sir,

This will be your authority to pay
the following accounts and charge same to
our credit account

Royal Columbian Hospital	20.01
Vancouver General Hospital	10.75
Dr J. F. Sparling	40.00
Dr F. Turnbull	15.00
Komura Bros	3.89
M. Ebisugaki Co	6.03
	<hr/>
	95.68

We paid Crappison Bros in March 1943 by
check from G. Takimoto therefore cannot pay
again.

Witness
W. Blom

Copy sent
m 6-29

Yours very truly.

Kenzo Otani 10674.

Yuzko Otani 10673.

Lethbridge, Alta.,
September 28, 1944.

Mr. W. A. Hartwood, General Manager, Vancouver, B. C.

Re: Kenzo OTANI, #10674
Yvoko OTANI #10673

In reply to your letter of February 23/44,
addressed to the above persons re claims against them in your
office, these people have acknowledged all claims but the one
for Clappison Bros. of \$11.16, which they claim they paid in
March 1942 before evacuating to Alberta.

You will also find enclosed an authorization
from the above people authorizing you to secure the necessary
notes from the Custodian to take care of the other claims.

A.W.

A. Wright,

Welfare Officer.

AW:8

Enc:

C.C. - Mr. A. Hallister.

DEPARTMENT OF
LABOUR



CANADA

EVACUATION SECTION	
Rec'd	7
File No.	6399-5284
Ans.	
Referred	Anderson

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
Vancouver, B. C.
October 6th 1944

Dept of Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr W.E.Anderson

Dear Sir,

Re Kenzo OTANI #10674
Yueko OTANI #10673

We enclose herewith a copy of a letter
received from our Lethbridge Welfare Officer,
together with the authorization of the above named
for you to settle a number of claims lodged against
them.

Yours truly,

A. L. Brown

Per MMS.

M. L. Brown
Office Manager.

MMS
enc

File No. 5284
* * 6373

October 18th, 1944

MEMORANDUM

To: Mr. Richardson
From: Major Hollister

re: Kease OTANI, #10674 - File No. 5284 and
Yasuko OTANI (Mrs. Kease), #10673 - File No. 6373

With reference to the two above files, as suggested by you I have discussed the matter with Mr. Peers who is of the opinion that there is still an enemy interest in this property.

The only way in which we can evidently have the question clarified is for you to send a memo to the Interior Department setting out the position and asking for a decision as to their position in this case. The file is not clear in that respect at the moment. As far as the claims are concerned, they have been admitted and payment has been authorized, but until the question of ownership has been decided we cannot use the funds.

RE: 5284

Mr. Richardson: I agree with Mr. Peers that there is an enemy interest. The registered owner evidently requested Yokichi Fujita to dispose of his farm to pay his debts (Tanaka's mortgage & personal debts). Tanaka, through the mortgage, had no right to take the land in his own hands and endeavor to sell to a third party as he could not give title. The money paid by the FBI should therefore be returned to them. Tanaka who has already received a payment under the funds act should be paid an additional sum to make up his mortgage claim. The balance should be administered by the enemy section. The whole transaction should have been carried on properly.

File Nos. 732 Internee
5284 Evacuee
6399 "
4840 "
2761 "

October 16th, 1944

MEMORANDUM

TO: MR. K. W. WRIGHT

FROM: MR. G. H. PEERS

RE: Lot 2 of Lot 1 of N. E. $\frac{1}{4}$ Sec. 20,
Tp. 12, Map 5430, S.W. of Maple Ridge.

Title prior to sale to Director V.L.A.

Nario FUJITA - subject to mortgage favour Soshichi TANAKA - Dated May 12, 1939.
\$400.00 int. 6%.

This property has been sold to Director V.L.A. at a price of \$716.00 less arrears of taxes \$41.74 net \$674.26. There will be an additional deduction for legal fees.

There appears on the file a letter supposedly written by Nario FUJITA from FUKUOKA, Japan dated Sept. 5, 1941 in which he asks his brother Yoshiya FUJITA to dispose of his property, and with the proceeds discharge his mortgage to TANAKA and pay sundry other debts. Nothing was done in this connection up to the declaration of war.

In this connection there is a statutory declaration on file made by Yoshiya FUJITA in which he states that his brother, in the letter of Sept. 5, 1941, authorized him to sell the property to TANAKA for the amount due under the mortgage (approximately \$450.00). However the letter instructs Yoshiya FUJITA to sell the property and pay TANAKA, hospital and other debts.

However on Feby. 12, 1942, TANAKA entered into an agreement of sale with Kenzo OTANI and his wife Yaeko OTANI, covering the sale of the property to them. This agreement bears a special clause quoting FUJITA'S letter of Sept. 5, 1941, and agreeing that the property be allowed to go to tax sale when the OTANI'S would buy it in and in this way extinguish FUJITA'S interest in the property. The sale price was \$825.00 of which \$400.00 was paid on execution.

In view of the above shall I:

1. Have the revenue and sale proceeds of the property transferred to an account in FUJITA'S name.
 2. Make settlement to the Evacuee Section for the credit of TANAKA covering the mortgage. (The OTANI'S interest should be protected by the Evacuee Section.)
 3. Take steps to settle the debts owing by the enemy. Shown on file as:-
Royal Columbian Hospital \$134.45
Soshichi TANAKA. (In addition to mortgage) 150.00
- This should not be done until Mr. Crux has been paid his legal fees.

GHP:KWB

G. H. PEERS

4840
5284
5399

November 6th, 1944.

Mr. Soshichi TANAKA,
Registration No. 13736,
Diamond City, Alberta.

Dear Sir:

Re: Lot 2 of Lot 1, of N.E. 1/4 of Sec. 20, Tp. 12,
Map 5430, Municipality of Maple Ridge.

The title of the above described property ^{is} recorded in the name of Mario FUJITA, a resident of Japan. Under and by virtue of the "Revised Regulations Respecting Trading With The Enemy (1943)" his interest vested in the Custodian.

The property has been sold to the Director, Veterans' Land Act, and the proceeds of the sale placed to the credit of Mario FUJITA.

According to the Certificate of Encumbrance, you held a mortgage dated May 12th, 1939 upon which there was owing \$400.00 for principal and \$120.00 for interest up to May 12th of this year. The full amount of \$520.00 has been placed to the credit of your account here in order to discharge your mortgage.

According to our files, it appears that on February 12th, 1942, you entered into an agreement to sell this property to Kenzo and Yaeko OTANI and according to this agreement you received the sum of \$400.00 from them. As this transaction is not recognized by the Custodian, it is our intention to debit your account with the sum of \$400.00 and interest of \$54.00 up to May 12th of this year, *crediting the Otanis with same.*

Yours truly,

R. D. Richardson,
Farm Department.

HCR:OH

5284
6399

November 10th, 1944.

Mr. & Mrs. Kenzo OTANI,
Registration Nos. 10674 & 10673,
Coaldale, Alberta.

Dear Sir and Madam:

Re: Lot 2 of Lot 1, of N.E. 1/4 of Sec. 20, Tp. 12,
Map 5430, Municipality of Maple Ridge.

According to our files, it appears that on February 12th, 1942, you entered into an agreement to purchase the above described property from Soshichi TANAKA and that according to this agreement you paid to TANAKA, at that time, the sum of \$400.00.

The property has been sold to the Director, Veterans' Land Act, and as this transaction is not recognized by the Custodian, we have credited your joint account with the sum of \$400.00 principal and interest of \$54.00 up to May 12th of this year, making a total of \$454.00, which amount we have charged to Soshichi TANAKA.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH

5284
6999

December 14th, 1944

The Secretary,
The Vancouver General Hospital,
Vancouver, B. C.

Dear Sir:

re: K. OTANI, 11th Ave., Haney, B.C.
Your No. E-35546

Enclosed herewith find our cheque No. 3773 for \$10.75
representing settlement in full of your account against the above
named.

Kindly acknowledge receipt.

Yours truly,


AMC:ND

A. McAlister,
Claims Department.

5284
6399

December 14th, 1944

Mr. W. J. Sparling,
Port Hammond, B. C.

Dear Sir:

re: \$40.00 - Dr. J.F.Sparling v.
Kenzo OTANI.

With reference to the claim of \$40.00 which you lodged
against the above named on behalf of your son, Dr. Sparling.

Enclosed herewith find our cheque No. 3776 for \$40.00.

Kindly acknowledge receipt.

Yours truly,

AMcA:ND

Encl.

A. McAlister,
Claims Department.

Encl.

5284
6399

December 14th, 1944

Messrs. Komura Bros.,
c/o Messrs. P. S. Ross & Son,
Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

re: K. OTANI - H. R. #1
Haney, B. C.

Enclosed herewith find our cheque No. 3778 for \$3.89
representing settlement in full of your claim against the above
named.

Kindly acknowledge receipt.

Yours truly,


AMcA:ND

A. McAllister,
Claims Department.

Encl.

5284
6379

December 14th, 1944

H. Ebisuzaki Co.,
c/o Messrs. P. S. Ross & Sons,
Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

re: OHTANI - \$6.03
Stave Falls, B. C.

Enclosed herewith find our cheque No. 3779 for \$6.03
representing settlement in full of your claim against the above
named.

Kindly acknowledge receipt.

Yours truly,

A. McAlister,
Claims Department.

AMcA:ND

Encl.

5284
6399

December 14th, 1944

Royal Columbian Hospital,
New Westminster, B. C.

Dear Sirs:

re: K. OTANI, 11th Ave., Haney, B.C. and
Fernridge Lumber Co., Haney, B. C.

Enclosed herewith find our cheque No. 3773 for \$20.01
representing settlement in full of your account against the above
named.

Kindly acknowledge receipt.

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

Encl.

5284
6399

December 14th, 1944.

Mr. and Mrs. Kenzo OTANI,
Registration No. 10674 and 10673,
Coaldale, Alta.

Dear Sir and Madam:

This is to advise you that in accordance with your wishes expressed in yours of the 27th of September, 1944, we have paid the following claims which were lodged against you:-

1. Royal Columbian Hospital	\$ 20.01
2. Vancouver General Hospital.....	10.75
3. Dr. J.F. Sparling.....	40.00
4. Dr. F. Turnbull	15.00
5. Komura Bros.	3.89
6. M. Ehisuzaki Co.	6.03

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

P. S. ROSS & SONS
CHARTERED ACCOUNTANTS
MONTREAL TORONTO WINNIPEG
CALGARY VANCOUVER

Rec'd	DEC 28 1944
File No.	
Ans.	
Replied	MCALISTER

ROYAL BANK BUILDING

VANCOUVER, B. C.

21st December, 1944.

Our File No. 295-143

Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

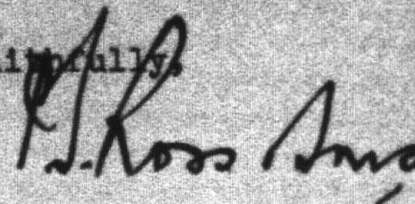
Attention: Mr. A. McAlister

Dear Sirs:

Re: M. Ebisuzaki Co. & Ohtani
Your Files 5284 & 6399

We acknowledge with thanks receipt of your
Cheque No. 3779 in the amount of \$6.03 in full
settlement of the claim of the above mentioned
Company against Ohtani.

Yours faithfully,



P. S. ROSS & SONS

CHARTERED ACCOUNTANTS

MONTREAL TORONTO WINNIPEG
CALGARY VANCOUVER

RECEIVED
DEC 28 1944
FILE NO.
ATTN.
BY MR. ALISTER

ROYAL BANK BUILDING

VANCOUVER, B. C.

21st December, 1944.

Our File No. 295-137

Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Attention: Mr. A. McAlister

Dear Sirs:

Re: Komura Bros. Limited &
K. Otani
Your Files 5284 & 6399

We acknowledge with thanks receipt of your
cheque No. 3778 in the amount of \$3.89 in full
settlement of the claim of the above mentioned
Company against K. Otani.

Yours faithfully,

[Handwritten Signature]
P. S. Ross & Sons



CANADA

DEPARTMENT OF LABOUR
JAPANESE DIVISION

EVALUATION SECTION	
Rec'd	APR 2 1947
File No.	526
Ans.	
Referred	<i>Anderson</i>

360 Homer Street,
VANCOUVER. B.C.

April 1st 1947.

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

Dear Sir,

Re: Kenzo OTANI #10674.
Your file No. 5284.

Our Lethbridge Office has requested that the balance of funds of the above-named be forwarded to him through Lethbridge Office together with a statement of his account.

Your compliance with this request will be appreciated.

Yours truly,

M. L. BROWN,
Office Manager.

5224 & 6399

16th April, 1947.

REGISTERED

Mr. & Mrs. Kenzo OTANI,
Registration Nos. 10674 & 10673,
c/o Department of Labour,
Lethbridge, Alta.

Dear Sir & Madam:

As requested through the Department of Labour,
we are enclosing herewith Custodian cheque in the amount of \$358.32,
which sum represents your full remaining credit balance in your
joint account. For your information we are also attaching a detailed
statement of the joint account at this office.

Your acknowledgment of this cheque would be
appreciated.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WE:HA
Encl. (cheque)

April 10, 1948.

Mr. K. OTANI,
Reg. No. 10674,
Coaldale, Alberta.

Dear Sir:

The proceeds of the Maple Ridge Co-operative
Produce Exchange have now been redeemed, and the proceeds are
held at this office.

Upon receipt of your share certificates,
which you will please send in, a cheque will be mailed to you.

Yours truly,

C. H. Reed,
Office of the Custodian.

CHR/fm

RECEIVED
JUN 8 1948

Japanese Division
Vancouver, B.C.

Coaldale, Alberta,
June 1st, 1948.

Japanese Division,
Department of Labour.

Dear Sir:

Kindly send me cheque of Maple-
Ridge Co-op exchange share. Our
documents were destroyed by
fire just before evacuation.

Yours very truly

K. Otani.



CANADA

DEPARTMENT OF LABOUR

JAPANESE DIVISION

File #10674

52 Commerce Building,
640 West Hastings Street,
Vancouver, B.C.
June 9, 1948.

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

Dear Sirs:

Re: Kenzo OTANI #10674.
Your file No. 5284.

EVACUATION SECTION	
Rec'd	JUN 9 1948
File No.	5284
Ans.	
Referred	

6399

Yacko OTANI 10673

With reference to shares in the Maple Ridge Co-operative Produce Exchange in the name of the above-mentioned, despite the fact that he was requested to write to you direct explaining that the documents were destroyed by fire, and assuring you of his willingness to sign a form waiving further claim on these shares, we have received the enclosed letter from him.

We should appreciate it if you would give this matter your attention.

Yours truly,

138 shares 176 30

D.W. Simmons,
Comptroller &
Administrative Assistant.

5284
6399

June 10, 1948.

Mr. Kenzo OTANI,
Reg. No. 10674,
Canidale, Alberta.

Dear Sir:

We have received through the Department of Labour, Japanese Division, your letter of June 1st, in which you advise that certificates of the Maple Ridge Co-operative Produce Exchange have been destroyed by fire, and therefore you are unable to send these certificates in to us.

While it is not the practise of the Custodian to remit funds from the redemption of Maple Ridge Co-operative Produce Exchange shares without the production of the certificates, an exception has been made in this case and we attach hereto our cheque in the amount of \$176.30, which is the proceeds from the redemption of 138 shares at the rate of \$1.27755 per share.

Yours truly,

CHB/fa
enc. (1)
c.c. Dept. of Labour

C. H. Reed,
Office of the Custodian.