

5443

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: OHNO Kenzo
 HOME ADDRESS: R.R. No. 2, Mission City B.C.
 REGISTRATION NUMBER 13138 SEX: Male AGE: 47
 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: Kimiyo

ADDRESS OF WIFE OR HUSBAND: R.R. #2, Mission City B.C.

NAMES OF ANY LIVING CHILDREN: Fusao (M) Masaharu (M) Shigemi (M)

Yoshiko (F) Yachiyo (F) Matsumi (M) Hideo (M)

Mitsuyo (F) Fumiko (F) Kanako (F) Kazuko (F) Toruo (M) Rumiko (F) Tsuyoshi (M)

ADDRESS OF CHILDREN: R.R. #2, Mission City B.C.

AGE OF CHILDREN: 21, 24, 19, 15, 13, 10, 7, 34, 13, 11, 9, 7, 5,

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

1. LOCATION AND DESCRIPTION: N. E. Section 28, Township 17, Subdivision 5,
W. of D.T. Rd., 10 Acres.

EXHIBIT NO.

DATE

FILED BY

724-7
 Sept 28 1948
 G. A. Rice

2. BUILDINGS AND OTHER IMPROVEMENTS: 2 Storey wooden frame dwelling house,
7 Rooms, Dwelling House, 2 rooms, 2 Root Houses, 1 Barn.

3. INSURANCE (Give particulars; state where policies are) Royal Insurance Co. \$500.00
Policy in declarants possession

4. TAXES (Amount and where payable) Taxes \$59.94. Paid up to date.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)
\$500.00 Mortgage on the Farm, from Mr J. Cray, Mission.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner at present
Leased to W. Johnson. for 10 months.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. *See page 1, section 2.*
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. *none*
9. IF FARM LAND STATE CROPS SOWN. *Rhubarb, Strawberries, Raspberries, Blackberries, Hops*

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: *See page 1, section 2.*

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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.
2 Kitchen Stoves, 2 Heaters, 3 Tables, 2 Closets, 1 Dresser, 1 Sewing Machine
8 Chairs, 5 Double Beds, 2 Single Beds, 1 Carpet, Farm implements.
Spring Cultivator, Carpenters Tools, Gas Sprayer, and Sprayers.
Wheel Barrow, Electric Water Pump, 1 Water Tank 750. Ft. Electric Wire.
All to be left in the house R.R. #2. Mission B.C. 37 Chevy Light Delivery Truck, In the custody of the police Hastings Park, Vancouver 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) \$25.00 War Savings Certificate, \$10.00 War Savings Certificate, In declarants possession. For Shares see list attached.

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 21st day of April 1942

(Signature)

K. Chino

A. T. Williams

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct 12/43.

File No. 5443

Name OHNO, Kenzo
(Surname in Block Letters)

Registration No. 13138

Male - Female
(check)

Age Aug 25, 1894

Address R.R#2, Mission City, B.C.

Evacuated Apr. 21/42. Naturalized - Canadian-Born - National
(check)

Current Address 40 Frank Posterski
Picture Butte, Alta.

Married - Single
(check)

Name of Wife (KIMURA) Kimiyo # 13139

Name of Husband -

Name of Mother OHNO, Kimi Name of Father Torakichi (Japan)

Number of Children under 16 (Japan)
(See Over)

Requested by ECF Registered with Custodian
(Yes or No)

Additional Information

September 2, 1947.

REAL PROPERTY SUMMARY

CATALOGUE NO.: Included in Director of Veterans' Land Offer.

JAPANESE NAME: (Mr.) Kenzo OHNO REGN. NO.: 13138

PROPERTY ADDRESS: R. R. # 2, Mission, B. C.

LEGAL DESCRIPTION: Lot 5 of the NE $\frac{1}{4}$ of Sec. 28, T. 17, Map 3031, District of New Westminster.

~~SOLD~~

TITLE: In the name of Kenzo OHNO.
Register of Indefeasible Fees Folio No. 32510E.ENCUMBRANCES: 67129C, Sept. 29/30 Mortgage in fee to Joseph A. CLAY
for the sum of \$500.00 with interest of 10% per annum.
Certificate of Vesting in the Custodian Filed No. 25542.

ASSESSED VALUE: Land \$500.00 Improvements \$400.00 Taxes \$19.24

CLASSIFICATION: A small berry farm of some 10 acres planted in strawberries,
raspberries, blackberries and rhubarb, has thereon a 2
storey wood frame dwelling house of seven rooms, a dwelling
house of 2 rooms, 2 Root houses, and one barn.

CHATELS: Not involved in sale of this property.

HISTORY OF
ADMINISTRATION:

The above named Japanese was evacuated to Alberta on April 24/42. On his "JP" Form signed April 21/42 he stated that he was owner of the above described property and that it was encumbered to the amount of \$500.00.

This property was leased to Mr. W. JOHNSTON from April 1/42 to Jan. 31/43 for the consideration of \$400.00, and included buildings and chattels.

This lease was extended to Oct 31/43 for the consideration of \$100.00 payable on Aug. 31/43, and was handed to the Director of Veterans' Land Act on July 22/43.

No expense was incurred by the Custodian in administering this property.

SOLD:

The property was sold to the Director of Veterans' Land Act for the sum of \$956.00 on March 26/45. Approved by the Advisory Committee June 1/43.

FUNDS:

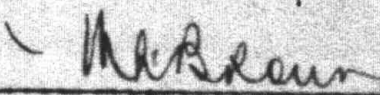
Released to credit of Kenzo Ohno. Sale Price \$956.00, Less Registration Fee \$1.00, Tax Arrears \$23.03 and Legal Fees \$15.00, Balance of Mortgage \$500.00, Interest on Mortgage \$212.50. The net proceeds of \$204.48 were credited to Mr. Ohno's account with advice to him.

No comments have been received from Mr. Ohno regarding the sale of his property.

TITLE:

Duplicate C of T 173202E and 182219E and payments of consideration included in cheque dated March 9/45.

The above Summary is certified to be in accordance with the information on file:


M. L. Brown

MLB/JJW

BC-686-P
BC-2702-B

EC/686-P
EC/2702-B

Page 1

U.S. Form No. 40
(Sheet 1)

Farm Appraisal Report

File No. 72-45

Land Description Lot 5 of NE 1/4 of Sec. 20, Tp. 17.
Containing 9.00 Acres

Owner's Name CHO, K. Post Office Address R.R., Mission.

Nearest Rail Point Mission Distance 3 miles

Market Town Mission Distance 3 "

Church (give denomination) All denominations Distance 3 "

Nearest School Cedar Valley Distance 1 1/2 "

State how property was identified: By survey posts, map & roads.

Roads: State whether property has access to main road, the kind of road and its condition.
On Cave Road near Dewdney Trunk intersection, Gravel good

Is this district a good one? Fair, only partly developed.

Employment opportunity Seasonal

Predominating Nationality and religion: Number of Jap holdings in vicinity.

Describe Fencing and its condition: Unfenced Value \$

Water supply: Water pumped into house by electricity from well. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	14 x 22	Frame	12'	Shgl. & Shakes	20 Y.	sills on ground	poor	200.00
Lean-to Verandah	10 x 22		9'					
BARN	6 x 22							
Shack	10 x 22	Frame	8'	Shgl.	20 "	"	"	100.00
BARN	10 x 18	"	7'	Shks.	10 "	concrete	fair	150.00
Rhubarb hse.	20 x 26	"	6'	"	old	cedar posts	poor	-
GRANARY	18 x 22	"	12'	"	old	on posts	fair	50.00
Wood shed	18 x 20	"	8'	"	old	on posts	fair	25.00
Packing shed	12 x 16	"	7'	"	2 yr.	cedar posts	good	25.00

Total present day value \$ 525.00

\$ 525.00

Total Value Buildings add to farm

Is dwelling habitable without repairs? habitable? Dwelling habitable.

Describe the basement and chimneys: No basement, brick chimney on bracket.

No. rooms downstairs? 3 Upstairs? 2 How finished Boarded downstairs-upstairs unfinished.

Are buildings painted? No Condition of paint -

Distance from nearest bush 50 yards

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

Cultivated Land

BC/555-3
BC/5702-3

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
8	Level, Rolling & steep	Light clay & sandy loam-8-10"	clay & gravel	Straws, Raspes, Black-berries, hops, rhubarb, vegetables, mostly good.	50.00	400.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
1.98	Level & sloping	lt. clay & sandy loam 8"	clay & gravel	Clearing of bush	150.00	25.00
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	

Total value of Land \$ 449.50
 Total added by buildings to value of farm \$ 525.00
 Total fruit trees add to value of farm (for use in orchard districts only) \$ -
 Total value of farm \$ 974.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
 In fairly good state of cultivation. Now rented to Wm. Johnston for \$400. plus fertilizer \$91.00. Rental to be paid through Pacific Co-operative.

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

Noxious weeds:
 Not serious.

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

Mission Municipality - Taxes \$19.24.

Date:
 Place:

I certify that the above report is based on a personal examination of the whole farm made on the 14th day of May 1942.

Inspector's Signature "R.W. BROWN"

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

Farm Appraisal Report

JL-45-OWO, K.

Remarks: Property is located on the Cave Road near the intersection of the Dewdney Trunk Road about 3 miles from Mission in a district that is only partly developed. The soil varies from bench land to bottom land that is tile drained and is a light clay and sandy loam with a sub-soil of clay and gravel. The crops look well. The bush land is not too heavy clearing.

Buildings are not in good condition but are serviceable. Property practically unfenced. Domestic water is pumped into the house by electricity from a well and there is electric light-the house. Small fruit canes and plants have not been valued.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

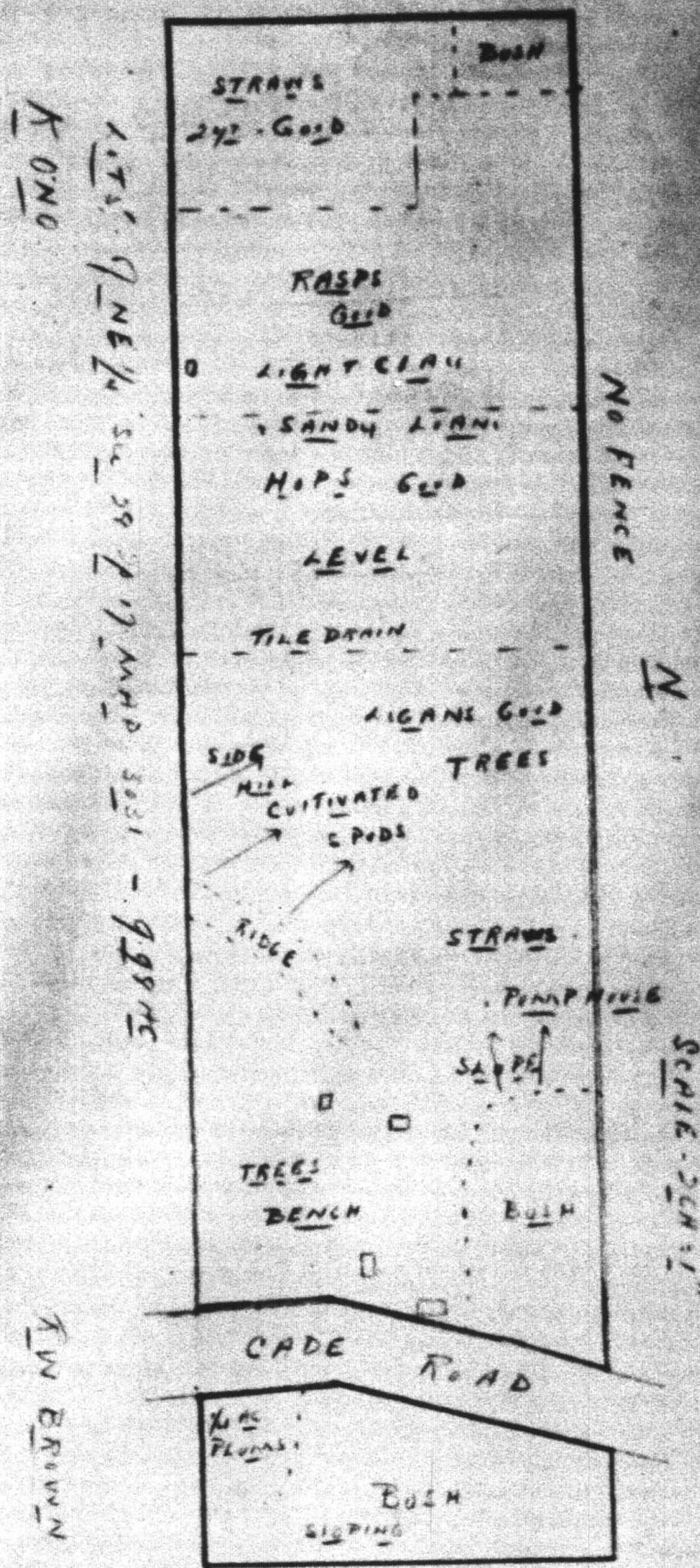
ORCHARDS, SMALL FRUITS, ETC.

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

	Present Value
Crops consist of about 2 aca. strawberries	\$
1 1/2 " raspberries	\$
1/2 " blackberries	\$
1 1/2 " hops	\$
1/2 " rhubarb	\$
also potatoes, garden & other varieties.	\$
There are some fruit trees on the property of little or no commercial 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 \$ 1000.

Date 20th May 1942.

"I. T. BARNET"

District Superintendent.

EXHIBIT No. _____
 DATE Sept. 28/48
 FILED BY W.S. Russell

FARM LEASE

THIS INDENTURE made in duplicate the 16th day of April A.D. 1942
 IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

KINZO OHNO of Mission City
 in the Province of British Columbia
 Farmer
 (hereinafter called the Lessor) Of the First Part

AND:

W. JOHNSON of Vancouver
 in the Province of British Columbia
 Farmer
 (hereinafter called the Lessee) Of the Second Part.

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

Block Five (5) West of the Dewdney Trunk Road in the North East
 quarter of Section Twenty-eight (28) Township Seventeen (17)
 containing ten (10) acres more or less.

TOGETHER with all erections and buildings, dwellings, barns, stables
 and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses,
 privileges and advantages whatsoever to the said premises belonging or in any-
 wise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and
 during the term of Ten months to be computed from the first day of April A.D.
 1942 and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto
 the Lessor the sum of Four hundred (\$400.00) Dollars of lawful money of Canada
 (the receipt whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to pay rent; and to repair
 (reasonable wear and tear and damage by fire and tempest only excepted and to
 keep up fences; and not to cut down timber for any purpose whatsoever; and

that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

AND it is understood and agreed that in the event of a crop failure by vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.

THE LESSEE FURTHER covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

Two (2) acres of strawberries
One (1) acre of raspberries
one half ($\frac{1}{2}$) acre of blackberries
One (1) acre of hops
One half ($\frac{1}{2}$) acre of rhubarb.

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from wast, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

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

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

Signed, Sealed and Delivered by
Kinzo Ohno and W. Johnson
in the presence of
"M.M. Fletcher"

"K. Ohno" SEAL

"William Johnston" SEAL

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

Date: November 18, 1948.

[Handwritten signature]

DATED 16th day of April A.D. 1942

KINZO OHNO

TO

W. JOHNSON

FARM LEASE

"Lessor"

James M. Campbell
Barrister - Solicitor

MISSION CITY

B.C.

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia,
Make Oath and Say:-

1. That I was personally present and did see KINZO OHNO and W. JOHNSON the parties thereto, duly sign and execute the within instrument, for the purpose therein named.

2. That the said instrument was executed at Mission City aforesaid.

3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.

4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in
the Province of British Columbia
this sixteenth day of April A.D.
1942.

"J.M. Campbell

A commissioner for taking affidavits
within British Columbia.

"M.M. Fletcher"

Reg. No. 13138

Jan. 19, 1944

Kenzo OHNO

ITEMS OF NO VALUE

- ✓ 2 heaters
- ✓ 1 table
- ✓ 2 beds
- ✓ 1 organ
- ✓ 1 hand sprayer

EXHIBIT NO.

724-8

DATE

Sept. 28/48

FILED BY

G. R. Rice

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

William L. H. H.

MISSING ARTICLES

- 1 Box carpenters tools
- 1 sprayer (gas) reported to be at Haas Hop Co.
- quantity electric wire

SHIPPED TO STORAGE AT JAPANESE TEMPLE
Mission, B.C.

- 2 Boxes personal effects

KENZO OHNO Feb 113

Farm Implements

- 10' HOE 11.
 3 SPADE 4.25
 2 SPRING CULTIVATOR 32.00
 1 SCYTHE 3.95
 3 SLEDGE HAMMER 3.75 300
 3 WEDGE 4.00 202
 1 PEEVER 3.50
 2 MATTOCK 2.00
 3 SICKLE 1.00
 1 HAY FORK 1.50
 1 SPUD FORK 1.50
 3 DOUBLE AXE 6.00
 2 CROSS CUT SAW 16.00
 2 BUCK SAW 4.00
 1 GAS SPRAYER 45. X134
 2 HAND SPRAYER 25.
 1 PRUNING SISSOR 3.25
 1 SNOW SHOVEL 1.50
 6 HOP BASKETS 2250
 1 HOP POLE .75
 1 WHEEL BARROW 5.
 2 NAIL HAMMERS 250
 1 ELECTRIC WATER PUMP 44.35
 1 WATER TANK 45.35
 350' 1/2" PIPES 60.
 300' 1/2" PIPES 30.
 750' ELECTRIC WIRE 25.

- 1 PLOW 5.
 1 CAR JACK 3.75

(HOUSE HOLD GOODS)

- 2 KITCHEN STOVE 55.
 2 PARLOR STOVE 22.
 CHINA WARES 95.
 3 TABLES 30.
 2 CLOSETS 20.
 1 DRESSER 15.
 1 SINGER MACHINE 105.
 1 DAVENPORT 25.
 8 CHAIRS 12.
 1 ORGAN 20.
 1 1/2 DOUBLE BED 100.
 2 SINGLE BED 15.
 250 yd CARPET 25.

- 12' x 20' 2 LIVING HOUSE 300.
 22' x 30' 200.
 16' x 32' 2 Root House 400.
 20' x 26' 1 BARN 100.
 18' x 24'

17 00

1111
 33
 22
 20
 3

THIS INDENTURE made this 15th day of July

A. D. 1943.

BETWEEN:

THE SECRETARY OF STATE OF CANADA,
acting in his capacity as Custodian
under and by virtue of Order-in-Council
P.C. 1665, and Amendments thereto.

Hereinafter referred to as the
LESSOR HEREIN OF THE FIRST PART

AND:

*William Johnston of Vancouver
in the Province of British Columbia*

Hereinafter referred to as the
LESSEE HEREIN OF THE SECOND PART.

WHEREAS this Agreement is intended to be supplemental
to a Lease dated the 16 day of April A.D. 1942
and made between Kenzo Ohno as the
Lessor therein and the Lessee herein (hereinafter called the
Lease);

AND WHEREAS the Lessor named in the Lease is a person
of the Japanese race and under the provisions of Order-in-
Council No. 1665 and Amendments thereto and by the registration
or evacuation of the Lessor named in the Lease all his interest
in the demised lands and all his interest as Lessor in the
Lease have vested in the Lessor herein;

AND WHEREAS the Parties hereto are desirous of
altering the Lease in the manner hereinafter appearing;

after A.D. 1944
15th

WITNESSETH that in consideration of the mutual stipulations:-

1. IT IS HEREBY MUTUALLY AGREED that the Lease shall be varied as follows:-

(a) The rental for the residue of the term after the 31st day of January 1943 and in substitution for the rental for that residue reserved by the Lease shall be the sum of \$100.⁰⁰ payable on the 31st day of August 1943 (or on each of the following days:

(b) The term under the Lease shall not be for the term of 10 months to be computed from the 1st day of April 1942 as provided in the Lease but shall be for the term of 19 (Months or Years) to be computed from the 1st day of April 1942 and thence to be fully completed and ended on the 31 day of October 1942.

(c) The Lessor herein shall not be deemed to have given any warranty as to the area of the demised lands or of any acreage thereon under cultivation or other acreage howsoever, or of the fitness of the demised lands or any part thereof for any particular purpose.

(d) The Lease as varied hereby shall continue in full force and effect.

2. THE LESSEE hereby attorns to the Lessor herein and becomes a tenant of the said lands from the Lessor herein according to the terms of the Lease as hereby varied.

IN WITNESS WHEREOF the Lessor herein as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Lessee, all on the day and year first above written.

SIGNED by the said Lessor by his
authorized deputy, in the
presence of:-

Samuel L. Harick

F. G. Shears

(F. G. SHEARS)
Authorized Deputy of the Secretary
of State and/or Custodian.

SIGNED by the said Lessee in
the presence of:-

Wm. Johnston

Wm Johnston

686
5443

FARM LEASE

THIS INDENTURE made in duplicate the 16th day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-
KINZO OHNO of Mission City
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

W. JOHNSON of Vancouver
in the Province of British Columbia
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

Block Five (5) West of the Dewdney Trunk Road in the North East quarter of Section Twenty-eight (28) Township Seventeen (17) containing ten (10) acres more or less.

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of

Ten months to be computed from the first day of April A.D. 1942.

and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Four hundred (\$400.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.

THE LESSEE FURTHER covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

Two (2) acres of strawberries

One (1) acre of raspberries

One half ($\frac{1}{2}$) acre of blackberries

One (1) acre of hops

One half ($\frac{1}{2}$) acre of rhubarb

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

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

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

Signed, Sealed and Delivered by
Kinso Ohno and W. Johnson
in the presence of

K. Ohno

M. M. Fletcher

William Johnson

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see **KINZO OHNO** and **W. JOHNSON** the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in
the Province of British Columbia
this sixteenth day of April
A. D. 1942.

M. M. Fletcher

W. L. P. H. H.
A Commissioner for taking affidavits
within British Columbia.

Discharge of Mortgage

Know all Men by these Presents

That **JOSEPH A. CLAY**

of **MISSION**

in the Province of **BRITISH COLUMBIA**

DO HEREBY CERTIFY

That **KENZO ONO #13138**

Subj ~~in~~ in the Province of **British Columbia,**

has satisfied all money due or to grow due under a certain Indenture of Mortgage made by

Kenzo Ono #13138

as Mortgagor, to **Joseph A. Clay**

as Mortgagee

for the sum of ~~Five Hundred Dollars (\$500.00)~~ **Five Hundred Dollars (\$500.00)** Dollars,

which said Mortgage ~~was made~~

~~discharge~~

and was registered in the Land Registry Office in the City of **New Westminster,** in the Province of **British Columbia,** on the **29th** day of **September,**

19 **30** under number **671290.**

The following is the description of the lands and premises released and discharged hereunder:—
All and singular that certain parcel or tract of land and premises situate, lying and being

**in the Municipality of Mission, District of New Westminster,
and more particularly known and described as Lot 5 of the
North East quarter of Section 28, Township 17 Map 3031.**

(WE) (I) DO FURTHER CERTIFY that the said Mortgage has not been assigned; that I am entitled to receive the money; and that said Mortgage is therefore discharged.

SIGNED, SEALED AND DELIVERED at

this

12

day of

May

A.D. 194 **7**

SIGNED, SEALED AND DELIVERED

in the presence of

Signature

Address

Occupation

Harlan
922 Burrard St. New Westminster
Field Representative

(If given by a Company) The Common Seal
of

was herewith affixed in the presence of:

Joseph A. Clay

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 194____,

at _____

who subscribed his name to the annexed instrument as _____

appeared before me and acknowledged to me that he is the _____

of the said _____

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 _____

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 forty-_____

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, write out the words in brackets.
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Discharge of Mortgage

CHUX & MCMASTER
SOLICITORS
RANDALL BLDG
535 GEORGIA W
VANCOUVER B.C.

The Charis & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 20

KENZO ONO

—TO—

JOSEPH A. CLAY

Dated _____ May, A.D., 194____

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the _____ day of _____, 194____,

at _____

British Columbia, this _____ day of _____

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, _____

in the Province of _____

executed the same voluntarily, and _____

of the full age of twenty-one years _____

the person mentioned in the annexed instrument as _____

subscribed thereto as part _____

that _____

the _____

before me and acknowledged to me that _____

thereof, and whose name _____

contents thereof, and that _____

executed the same voluntarily, and _____

of the full age of twenty-one years _____

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, _____

in the Province of _____

British Columbia, this _____ day of _____

in the year of our Lord one thousand nine hundred and forty-_____

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, write out the words in brackets.
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

FOR WITNESS

Province of British Columbia }
To Wit: _____
SIGMAR C. CARLSEN
New Westminster
of _____
make oath and say: _____

1. I was personally present and did see the within instrument duly signed and executed by JOSEPH A CLAY _____

2. The said instrument was executed at _____, B. C., _____

3. I know the said part _____, and that _____

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years _____

Sworn before me at VANCOUVER _____

in the Province of British Columbia, this _____ day of _____, 194____

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

SOLDIER SETTLEMENT and VETERANS' LAND ACT.

J.L. 45
File No. B.C./686P

Vancouver, B.C.

March 8, 1945

A. G. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B. C.

Dear Sir:-

Municipality of Mission,

- Re: (1) Lot 5 of the NE $\frac{1}{4}$ of Sec. 28, Tp. 17, Map 3031
District of New Westminster, save and except
part 0.525 of an acre thereof as shown on Sketch
filed with by-law No. 19492
(2) Part 0.508 of an acre more or less of the NE $\frac{1}{4}$ of
Sec. 28, Tp. 17, formerly part of road as shown
outlined Green on Sketch deposited with by-law filed
No. 19492, District of New Westminster

I beg to acknowledge receipt of Duplicate
Certificate of Title No. ~~173202E~~ ^{162219E} of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Herewith is Veterans' Land Act cheque
for \$ 932.97, in favour of The Secretary of State,
dated March 8, 1945, being the amount of the purchase
price in full of the above land arrived at as follows:-

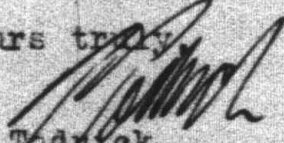
Purchase Price - \$ 956.00 ^

Less arrears of taxes to
January 1st, 1943, - \$ 23.03

Amount paid to Secretary
of State: - \$ 932.97

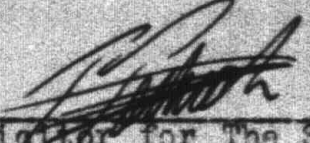
Will you kindly acknowledge receipt of the
purchase price by signing the receipt on the duplicate hereof
and return it to me.

Yours truly,


T. Todrick,
DISTRICT SOLICITOR

RECEIVED Cheque covering the purchase price in
full of the land above described.

Date _____


Solicitor for The Secretary
of State.

This Indenture

Made (in duplicate) this **Twenty ninth** day of **September** in the year of our

Lord one thousand nine hundred and **thirty**

In Pursuance of the "Short Form of Mortgages Act"

Between

KEENO OHO farmer of Mission Municipality in the Province
of British Columbia

Insert full name,
Street Address and
Occupation of each
party.

(hereinafter called the Mortgagor)
of the **FIRST PART**

AND

JOSEPH A. CLAY farmer of the same place.

(hereinafter called the Mortgagee)
of the **SECOND PART**

WITNESSETH that in consideration of the sum of **FIVE HUNDRED DOLLARS (\$500.00.)**

Dollars of lawful money of Canada now paid by the said
Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor
DOTH GRANT and Mortgage unto the said Mortgagee, his heirs and assigns **FOREVER:**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in
the **District of New Westminster**

Province of British Columbia, more particularly known and described as

**Lot Five (5) of the North East Quarter of
Section Twenty eight (28) Township Seventeen (17)
Map 3051 Municipality of Mission.**

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging or with the same or any part thereof held or enjoyed or appurtenant thereto, and all the estate, right, title, interest, property claim and demand of him, the said Mortgagor, in, to or upon the said premises,

PROVIDED this mortgage to be void on payment of **FIVE THOUSAND DOLLARS (\$5000.00.)** Dollars of lawful money of Canada, with interest at **ten (10) per cent. per annum**, both before and after maturity, as follows: The said principal sum of **\$5000.00.** is to be paid **on the 20th day of September 1900**

interest for the same at the rate aforesaid, payable by equal instalments of **\$50.00.** on the **20th** day of **September**

in each and every year until the principal is paid, without any deduction whatsoever, the first payment of interest to be due and payable on the **20th** day of **September** **1900**

AND TAXES and performance of Statute Labor.

THE said Mortgagor COVENANTS with the said Mortgagee THAT the Mortgagor will pay the Mortgage money and interest and observe the above proviso.

THAT the said Mortgagor has a good title in fee-simple to the said lands AND THAT he has the right to convey the said lands to the said Mortgagee AND THAT on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

AND THAT the said Mortgagor will execute such further assurances of the said lands as may be requisite.

AND THAT the said Mortgagor has done no act to incumber the said lands AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value.

AND the said Mortgagor doth RELEASE to the said Mortgagee ALL his CLAIMS upon the said lands, subject to the said proviso.

PROVIDED that the said Mortgagee on default of payment for
may on

month

notice enter on and lease or sell the said lands, **PROVIDED** that the said Mortgagee may distrain for arrears of interest; **PROVIDED** that, in default of the payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

PROVIDED ALSO, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise, as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.

PROVIDED ALSO that any notice or notices to be given under the provisions of this Mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied, or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published or circulating in the

of

and such notice or notices shall be sufficient, though not addressed to any person by name, and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

In the presence of

Signature of Witness

Street Address Washington St.

City or Town Mission City

Occupation of Witness Notary Public

Kenjo One

500.00
50.00
50.00
Total 600.00
Date 19 Sep 82
Value 20.00

Dated September 1982 19 82

From One
-TO-
Joseph A. Clay

Mortgage

SHORT FORM

The Clarke & Stuart Co., Ltd., Law Printers and Stationers,
Vancouver, B.C. Form No. 2

Lot 1000000
E.L.T. of Sec. 55
Twp 19, Rng 20E1
Mtd on P.C.D.

1982

ACKNOWLEDGMENT OF MAKER (INCLUDING MARRIED WOMAN)
I hereby certify that, on the 20th day of September, 1982, at Vancouver city, British Columbia, Canada,
before me and acknowledged to me that he is the maker thereof, and whose name
executed the same voluntarily, and is of the full age of twenty-one years,
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Vancouver city, British Columbia, this 20th day of September, 1982,
in the year of our Lord one thousand nine hundred and thirty
[Signature]
A Notary Public in and for the Province of British Columbia.
A Commission for taking affidavits within British Columbia.

AFFIDAVIT OF WITNESS
Province of British Columbia
To Whom:
I, ALAN of 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 thereof, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part, and that
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 September, 1982.

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

Canada

DEPARTMENT OF THE SECRETARY OF STATE MAR 26 1945
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 5443
Reg. No. 13138

506 Royal Bank Building,
Vancouver, B. C.

Mr. Kenzo OHNO,
c/o Frank Pasterski,
Picture Butte, Alta.

Dear Sir:

Re: Municipality of Mission - Parcel or tract of land lying immediately to the East of Lot 5, of the North East Quarter of Section 28, Township 17, Plan 3031, N.W.D. being 0.509 acre portion of land shown outlined in green on Plan deposited in Land Registry Office at New Westminster and numbered 19492.

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	- - - - -	\$ 956.00	
Add:			13.07
Unexpired insurance premium as at January 1st, 1943	- - - - -		<u>967.07</u>
Less:			
Tax arrears to December 31st, 1942	- - - - -	\$ 23.03	
Registration fee	- - - - -	500.00	
Encumbrance—Principal	- - - - -	232.50	755.53
—Interest	- - - - -		
Net proceeds of sale	- - - - -		<u>211.54</u>

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 conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

R

	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942			
Oct. 29 Refund 1% Wage Tax		6.15	
Nov. 9 Pacific Co-op Union Funeral Dues	1.00		
" " " Int.on Shares		8.80	
1943			
Jan. 1 Fire Insurance Premium	10.00		
Land Registry Office Certificate of Encumbrance	1.00		
Taxes 1940-41	45.85		
Cr. Re Sale of Property		211.54	
8 Pacific Co-op Union Cheque		200.00	
Feb. 17 " " " Int.on Shares		.80	
" " " Sale of Truck		400.00	
April 9 Cheque to you	100.00		
May 14 Pacific Co-op Union Shares Redeemed		10.00	
June 3 Cheque to you	100.00		
1944			
March 3 Proceeds of Auction Sale		73.77	
7 Cheque to you	100.00		
8 Pacific Co-op Union Int.on Shares		4.60	
" " " " " "		.29	
United Farmers " " "		.80	
April 12 Cheque to you	100.00		
1945			
Feb. 16 Proceeds of Auction Sale		.28	
March 22 Pacific Co-op Union redeemed		50.00	
	457.85	967.03	509.18 Cr.

5443
REPORT.

ON EVACUATED JAPANESE PROPERTY.

MUNICIPALITY. Mission, B. C.

DATE. May 7, 1942

NAME, OHNO, Kenzo

REGISTRATION NO. 13138

ADDRESS. R. R. #2 Mission, B. C.

HOUSE NO.

PROPERTY

ACERAGE 10

KIND OF CROPS Strawberries, raspberries, black berries, hops,
Rhubarb

APPROX ACERAGE EACH not given

HOUSE

VACANT

OCCUPIED yes. Lessee

DESCRIPTION 2 story wooden frame house

ROOF shingle

SIZE.

NO. ROOMS 7 rooms

CONDITION fair

OTHER BUILDINGS 2 room shack, 2 route houses, 1 barn

NAME OF LESSEE OR RENTOR. W. Johnston, lessee.

TERMS leased for 10 months, amount \$400.00

REMARKS Inventory of chattles attached for Ohno.

W. E. Bandwell

File No. 5443

September 2, 1947.

SPECIFIED ARTICLES SUMMARY

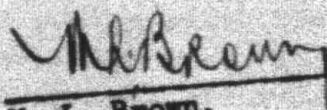
Re: Kenzo OHNO
Regn. No. 13138

On his "JP" Form of April 21/42, Mr. Ohno stated that his 1937 Chevrolet Light Delivery Truck was impounded by R.C.M.P. at Hastings Park.

This truck was released to Pacific Co-operative Union. The union to be accountable to the Custodian for any funds accruing from use or sale of truck.

Sale of the truck was effected for \$400.00. On July 17/43 a part payment of \$288.91 was received from the Pacific Co-operative Union and the balance of \$111.09 on April 10/43. The price obtained was previously agreed upon by the owner.

The above Summary is certified to be in accordance with the information on file:


M. L. Brown.

MLB/JJW

September 2, 1947.

CHATTEL SUMMARY

Re: Kenzo OHNO
Regn. No. 13138

On his "JP" Form the above named listed a quantity of chattels which he had left in his home in care of the tenant Mr. W. JOHNSTON. Most of these articles were sold at auction and the proceeds credited to Ohno's account.

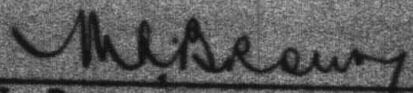
On March 28/44, a shipment of bed ends and springs was made by B. C. Security Commission, B/L now on file.

A few articles were considered of no value and abandoned by our field representative.

A few articles are not accounted for but as they were left in care of the tenant and no enquiry regarding same has been made by the owner we presume that all chattels have been accounted for to the satisfaction of the owner.

For particulars see attached schedule.

The above Summary is certified to be
in accordance with the information
on file:


M. L. Brown.

MLB/JJW

September 2, 1947.

CHattel SCHEDULE

Re: Kenzo OHNO
Regn. No. 13138

DECLARED ON "JP" FORM
 APRIL 21/42. TO BE
 LEFT AT HOUSE R.R. 2
 MISSION, B. C.

INVENTORIED BY
 J. C. BARDWELL
 MAY 7/44

SOLD AT AUCTION
 JAN. 19/44.
 MISSION # 5

OTHER
 DISPOSITION

✓ 2 Kitchen Stoves	* 2 Kitchen stoves	✓ 1/19/44	
✓ 2 Heaters	* 2 Heaters	✓ 1/19/44 (1)	✓ 1 abandoned (no value)
✓ 3 Tables	* 3 Tables	✓ 1/19/44 (2)	✓ 1 table abandoned
✓ 2 Closets		1/19/44	
✓ 1 Dresser	* 1 Dresser	✓ 1/19/44	
✓ 1 Sewing Machine	✓ 1 Sewing Machine		Not found
✓ 8 Chairs	* 8 Chairs	✓ 1/19/44	
✓ 5 Double beds	* 5 Double beds	✓ 1/19/44 (3)	✓ Bed ends, rails & Springs, shipped 28/3/44.
			✓ 2 beds abandoned (no value)
✓ 2 Single beds	* 2 Single beds	✓ 1/19/44	
✓ 1 Carpet	* 1 Cogoleum Rug	✓ 1/19/44	✓ Not found
✓ Farm Implements			✓ Not found
✓ Spring Cultivator			✓ Not found
✓ Carpenters' tools	* 1 Bx Carpenters' tools		✓ Reported to be at Hass Hop Coy.
✓ Gas Sprayer	* 1 Gas Sprayer		✓ abandoned (no value)
✓ Hand Sprayers	* 1 Hand Sprayer		
✓ Wheel Barrow	* 1 Wheel Barrow	1/19/44	
✓ 1 Electric Water Pump	* Electric Pump		✓ Left in house in care of tenant
✓ 1 Water Tank	* 1 Water Tank		✓ Left in house in care of tenant
✓ 750' Elec Wire	* Qty. Elec. Wire		✓ Left in house care of tenant
	* 1 Organ		✓ Abandoned (no value)
	* 1 Chesterfield	✓ 1/19/44 (1 couch)	

September 2, 1947.

PERSONAL PROPERTY SUMMARY

Re: Kenzo OHNO
Regn. No. 13138

Chattels:

The above named Japanese registered his chattels on "JP" Form of April 21/42, stating thereon that chattels were left in care of Mr. W. Johnston, then the tenant on Ohno's property.

An inventory taken on May 7/44⁴² by our field representative shows all Ohno's goods except 2 Closets (HM), Farm Implements 1 Spring Cultivator, and lists in addition 1 organ and one chesterfield.

On Jan. 19/44, our field representative examined the chattels and listed 7 articles as of no value and abandoned same. He reported as "missing" 1 Box Carpenters' tools, 1 Sprayer (gas) and a quantity of electric wire. He further reported that 2 boxes of personal effects (not previously mentioned) had been shipped to storage at Japanese Temple, Mission.

These were sold at auction Henry II by wire to personal effects
All remaining chattels were sold at auction on Jan. 19/44 and the net proceeds of \$73.77 were placed to the account of Kenzo Ohno with advice to him. No comments regarding disposal of his chattels have been received from Mr. Ohno.

Bonds:

\$25.00 in War Savings Certificates
\$10.00 in War Savings Certificates
In declarants possession.

These were not brought under control of the Custodian. On Feb. 6/46 a number of Pacific Co-operative Union redeemable and unredeemable shares were forwarded through the Department of Labour to the Custodian for redemption.

The redeemable shares were disposed of and proceeds together with interest were forwarded to Mr. Ohno. The unredeemable shares are held by the Custodian for safe-keeping.

Bank Account:

"None"

Life Insurance:

"None"

Accts. Receivable:

"None"

The file reveals no other Personal Property Assets.

The above Summary is certified to be
in accordance with the information
on file:

M. L. Brown
M. L. Brown

Original and Mar 12/48

NAME OHNO, Kenzo

REGISTRATION NO. 13138

FILE NO. 5443

The following chattels were sold by public
auction at Haney, B. C. on December 14, 1944.

2 Boxes books, sundries dishes etc.

\$ 0.50 K

Total

Less Expenses: (Auctioneer's Fees \$ 0.05
(Advertisings 0.01
(Movings 0.16

0.50

0.22

Net Proceeds Credited:

0.28

Members of Custodian Staff Present.

Mr. Moryson

Extracted from Auctioneering List No.

Haney 11.

Remarks. *See Inventory*

NAME CHNO. Lense

Original sent Has file

REGISTRATION NO. 13138

FILE NO. 3443

The following chattels were sold by public
auction at Mission, B. C. on January 19, 1944.

✓ 3 Beds and springs	\$ 17.75 ✓
✓ 2 Cots (bed)	4.50 ✓
✓ 1 Baby crib	3.00 ✓
✓ 1 Cabinet (H. M.)	3.50 F
1 Table (H. M.)	2.00 F
1 Scale (240 lbs.)	6.00 ✓
Dishes	3.75 K
1 Large dictionary	6.25 ✓
✓ Gardening tools	4.90 T
✓ 8 Chairs	4.25 F
✓ 1 Chest of drawers	2.00 F
✓ 1 Wheel barrow	2.00 T
2 Tubs	1.00 K
✓ 1 Kitchen table (H. M.)	1.25 F
✓ 1 Couch	17.00 ✓
✓ 2 Kitchen ranges	10.50 ✓
✓ 1 Box heater	9.00 ✓
✓ 1 Dresser	4.50 F
2 Cross cut saws	.40 T

Total:	(Auctioneer's Fee)	\$ 10.55	
	(Advertising & Bank Charges)	.92	
Less Expenses:	Movings	18.00	
	Rents	2.31	
Net Proceeds Credited:			\$ 73.77

Members of Custodian Staff Present. Mr. Ure

Extracted from Auctioneering list No. Mission 5

Remarks.

BRITISH COLUMBIA SECURITY COMMISSION

CUSTODIAN RELEASE FORM

EVACUATION SECTION

Rec'd MAR 17 1944-B

File No. 5443

Ans.

Referred

Address: % F.B. PASTERNAK

Date: MARCH 8, 1944

Picture RUTSE RITA

To: The Secretary of State, acting in his capacity as Custodian, Vancouver, B.C.

I, KENZO OHNO, Police Registration No. 13138

hereby request you to release to me the under-noted articles stored at

OUR HOUSE (MISSION)

in possession of MR. WM. JOHNSTON

and I release you from any claim whatsoever with respect to such articles, and ship same through the B.C. Security Commission.

Description of articles wanted:

1 DARK BROWN DOUBLE BED
(BE SURE TO SEND BOTH
SPRING AND FRAME)

Original Address: R.R. No. 2, Mission City B.C.

Date Evacuated to Present Address: APRIL 28, 1941

Total number in Family: 9

CHARGES:

I agree to pay all charges as required by the British Columbia Security Commission.

Deposit received: \$ 5.00

Approved:

BRITISH COLUMBIA SECURITY COMMISSION

Per:

Kenzo Ohno
(Claimant Signs Here)

Vancouver, B.C., March 16th, 1944.

Mr. W. S. Ure, Mission, B.C.

Custodian of Alien Property, 506 Royal Bank Bldg.,

Okay to ship the bed by freight, the freight and cartage charges prepaid to our account in the usual way. Please send all bills as soon as possible after shipment. Have a \$5.00 deposit.

CWP:77

B.C. SECURITY COMMISSION

C.W. Fisher
Transportation

Inventory of Property. OHNO. Kenzo, # 13138

~~3-2 Kitchen stoves.~~ ✓

~~3-2 Heaters.~~ ✓

~~3-3 Tables.~~ ✓

~~6-1 Dresser.~~ ✓

1 Singer Sewing Machine. ✓

~~3-3 Chairs.~~ ✓

~~3-3 Double beds.~~ ✓

~~6-2 Single beds.~~ ✓

1 Congoleum rug ✓

~~1 Organ.~~ ✓

1 Only Chesterfield. Sold on 1 Cords @ 17.00 per Androm. Jan 19 44

~~M 1 Box Carpenter tools.~~ ✓

~~M 1 Sprayer (gas)~~ ✓

~~1 Hand sprayer.~~ ✓

~~3-1 wheel barrow.~~ ✓

Electric pump. ✓

1 Water tank. ✓

~~M Quantity of Electric wire.~~ ✓

W.
Stored in house in care of ~~Mr~~ Johnston who has lease on
property for 10 Months.

left

3. Sold by auction Jan 19/44 Mission 5.

M Missing articles

- Discarded

(Key 78,402)

Reg. No. 13138

Jan. 19, 1944

Kenzo OHNO

ITEMS OF NO VALUE

- 2 heaters
- 1 table
- 2 beds
- 1 organ
- 1 hand sprayer

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

William S. Uth

MISSING ARTICLES

1 Box carpenters tools
1 sprayer (gas) reported to be at Haas Hop Co.
quantity electric wire

SHIPPED TO STORAGE AT JAPANESE TEMPLE
Mission. B.C.

2 Boxes personal effects

File No. 5443.

3rd December, 1942.

Name: OHNO, Kenzo.

Regis.No.: 13138.

Address: R.R. #2, Mission City, B.C.

LIST OF CHATTELS LEFT ON PROPERTY.

2 Kitchen stoves
2 Heaters
3 Tables
1 Dresser
1 Singer Sewing Machine
8 Chairs
5 Double Beds
2 Single Beds
1 Congoleum Rug
1 Organ
1 only Chesterfield
1 box Carpenter tools
1 Sprayer (gas)
1 Hand Sprayer
1 Wheelbarrow
Electric Pump
1 Water Tank
Quantity of Electric wire.

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

Confirmed:

DATE: SIGNED:

Please sign and return one copy to the Custodian.

Pacific Co-operative Union Shares.

- 8 Shares in Pacific Co-operative Union--\$10.00 per Share,-- NO. 1759
 - 2 Shares in Pacific Co-operative Union--\$10.00 per Share,--NO 753
 - 3 Shares, in Pacific Co-operative Union--\$10.00 per share--No 1008
 - 1 Share in Pacific Co-operative Union--\$10.00 per Share--No.495
 - 4 Shares in Pacific Co-operative Union--\$10.00 per Share--No.1269
 - 5 Shares in Pacific Co-operative Union --\$10.00 per Share--No.1616
 - 1 Share in United Farmers of Canada Co-operative--\$10.00 per Share,--154
 - 3 Shares in Pacific Fraser Co-operative Union--\$1.00 per Share-- No.45
 - 7 Shares in Western Canada Hop Co-operative Union--\$10.00 per Share,--No.13
 - 25 Shares in Pacific Co-operative Union--\$10.00 per Share--No.202
 - 4 Shares in Pacific Co-operative Union--\$10.00 per Share--No.357
- All in declarants possession.

5443

27th March, 1947.

Mr. Kenzo OHNO,
Registration No. 13138,
c/o Frank Pasterki,
Picture Butte, Alta.

Dear Sir:

We wish to advise that your five Pacific Co-operative Union 1941 shares have been redeemed at par, and we are enclosing herewith Custodian cheque in the amount of \$53.69, which covers this redemption plus accrued interest to date on your redeemable and non-redeemable shareholding.

Kindly acknowledge receipt of the enclosed cheque in due course.

Yours truly,

R.E. Anderson,
Office of the Custodian.

HA
Encl. (cheque)

5443

18th February, 1946.

Mr. Kenzo OHNO,
Registration No. 13138,
c/o Mr. Frank Pastorski,
Picture Butte, Alta.

Dear Sir:

We acknowledge receipt of the following share certificates forwarded to this office through the Department of Labour:-

Cert. 753 for 2 shs.	Pacific Co-operative Union	1938
Cert. 1008 for 3 shs.	"	" 1939
Cert. 1269 for 4 shs.	"	" 1940
Cert. 1616 for 5 shs.	"	" 1941
Cert. 1759 for 8 shs.	"	" 1942
Cert. 357 for 4 shs.	"	" Non-redeemable
Cert. 202 for 25 shs.	"	"

Cert. 154 for 1 sh. United Farmers' Co-operative Union

As requested we enclose herewith Custodian cheque in the amount of \$167.78 covering proceeds from redemption of your 1938, 1939 and 1940 Pacific Co-operative Union shares and \$10.00 United Farmers' Co-operative Union share, together with interest of \$12.78 accruing on these shares to-date.

Your 1941 Pacific Co-operative Union shares should be redeemed early next year, and the 1942 shares in 1948, at which time the funds will be sent to you. The non-redeemable shares are as stated unredeemable and these shares will be held in safe-keeping to your credit. Interest on same will be credited to your account as received.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA
Encl.

5443

31st January, 1946.

Mr. Kenzo OHNO,
Registration No. 13138,
c/o Mr. Frank Pasterski,
Picture Butte, Alta.

Dear Sir:

We wish to advise that your \$10.00 United Farmers' Co-operative Union share has been sold and the proceeds of \$65.00 has been credited to your account here.

Please forward the certificate covering this share to this office in order to establish proof of ownership and so that the funds can be made available to you.

Yours truly,

W.E. Anderson,
Administration Dept.

WEA:HA

5443

21st January, 1946.

Mr. Kenzo OHNO,
Registration No. 13138,
c/o Frank Pastorski,
Picture Butte, Alta.

Dear Sir:-

Re: Pacific Co-operative Union Redeemable Shares

We wish to advise that the following redeemable share certificate registered in your name, has been redeemed and the proceeds credited to your account here:-

1940	C 1269	S 2875/8	\$40.00
------	--------	----------	---------

In March, 1945, we notified you of the redemption of your 1938 and 1939 shares, but we have not as yet received the certificates covering these shares, showing proof of ownership. We request that you forward the certificates covering these shares together with the certificate covering your 1940 shares to this office, in order that the funds can be made available to you.

Yours truly,

W.E. Anderson,
Administration Dept.

WEASHA



VALLEY CREDITS LIMITED



Room No. 1, 463 Main St.
MISSION CITY, B.C.

April 20, 1945.

EVACUATION SECTION	
Rec'd	APR 21 1945
File No.	5443
Assn.	Mr. Delisle
Refused	

Office of the Custodian,
Dept. of the Secretary of State,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B.C.

File # 5443.

Dear Sirs: Re Valley Radio & Electric vs Kenzo Ohno \$3.90

Listed below are the dates and details of the
above account, as requested by you under the
date of April 14th.

November 12th, 1943.	2. 25 Condensers for	
	Pump motor	\$1.90
	Service call	2.00.
		<u>\$3.90</u>

Yours very truly,

Valley Credits Limited.

GWH-M

Manager.

*Delay sending this information to Ohno until
Dr. Barnett has time to reply to ours of 14th inst.*

12.4.45

Your Paying Habits Govern All Future Credits

PHONE 2802
RESIDENCE 2811

DR. E. J. EACRETT	
EVACUATION SECTION	
Rec'd MAY 11 1945	OFFICE HOURS
File No. 5243	2-5 P.M. 7-8 P.M.
Ans.	MORNINGS BY APPOINTMENT
MISSION CITY, <i>Richardson</i>	
Referred	

May 10th, '45

Office of the Custodian,
Vancouver,

Dear Sirs:

I have just uncovered the letter from you re K. Ohno, Cherry St., which was mislaid on my desk.

As the amount of the account is small and to indicate to Ohno again what he likely knows already would likely do no good, I am enclosing the file card of his account.

You will notice the dates mentioned as billing him, such as B Jan. 30/1 ('31) etc.

I filled a form Nov. 30, '38, for something, which extended life of the account. He paid no attention to the billings.

And on May 22, '40, there was an office call re feet of one of the family.

Hope you can find use for this card to establish the debt.

It is likely they had another doctor during the years and ignored this account.

Yours truly,

E. J. Eacrett

Lethbridge, Alberta.
April 3, 1945.

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

Dear Sir:

Re: Kenzo OHNO, #13138

This will be your authority to pay to Dr Bigelow & Fowler,
Lethbridge, Alberta, the sum of \$25.00 in full payment of services
rendered to my son Shigeni #13114. Said money to be paid from my assets
held by you.

Yours truly,

Kenzo Ohno

Kenzo OHNO,
Reg. No. 13138

Dated at Lethbridge

this 4 day of April

A.D., 1945.

Witness A. Wright



5443

April 14th, 1945.

Dr. E. J. Sacrett,
Mission City, B. C.

Dear Sir:

re: K. OHNO, Cherry St. - \$6.50

Some considerable time ago you lodged a claim for \$6.50 against the above named. On writing to Kenzo OHNO, Registration No. 13138, in this connection he replied as follows:-

"Dr. Sacrett's claim against us is one that we know nothing whatsoever about it."

Under the circumstances, we suggest that you contact OHNO direct as he has sufficient funds with the Custodian at this time to take care of your claim.

His address is:- Kenzo OHNO, #13138,
c/o Frank Pastorski,
Picture Butte, Alberta.

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

5443

April 14th, 1945.

Messrs. Valley Credits Ltd.,
Mission City, B. C.

Dear Sirs:

re: Valley Radio & Electric
Kenzo OHNO v.
\$3.90

Some considerable time ago you lodged a claim, on behalf of your client mentioned above, for \$3.90 against the above named Japanese. On writing to him in this connection we received an ambiguous reply, but as at that time he had no money we did not take any further action. However, as he has now got sufficient funds to take care of your claim, we should like to hear from you as to whether it has yet been settled. If not, please supply us with the necessary information to enable us to settle this matter one way or another.

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

March 22nd, 1945.

Mr. Kenzo OHNO,
Registration No. 13138,
c/o Frank Pasterski,
Picture Butte, ALBERTA.

Dear Sir:

Re: Pacific Co-operative Union
Redeemable Shares

We have to advise that the following redeemable share certificates, registered in your name, have been redeemed and the proceeds credited to your account:

1938	C 753	S 1588-9	\$ 20.00
1939	C 1008	S 2217-9	<u>30.00</u>
			\$ 50.00

We ask that you send in the certificates covering these shares in order that the funds can be made available to you.

If you are holding any other certificates for redeemable shares, please send these also, so that they will be on hand for redemption when due.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH

5443

January 10th, 1945.

Mr. Joseph A. Clay,
Mission City, B. C.

Dear Sir:

Re: Kenzo OHNO - Lot 5 of NE $\frac{1}{4}$ of Sec. 28,
Twp. 17, Map 3031, Municipality of
Mission.

In accordance with our letter of May 5th, 1944, we
enclose herewith Custodian cheque in the amount of \$732.50
being payment in full of balance due you made up as follows:

Balance of Mortgage Principal	\$500.00
Int. @ 10% from Sept. 29/40	
to Dec. 29/44.	212.50
Fire insurance premiums paid by you	20.00
Total	<u>\$732.50</u>

we thank you sincerely for your co-operation.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH
Enc.

5443

November 30th, 1944

Mr. Kenzo OHNO,
Registration No. 13138,
c/o Frank Pastorski,
Picture Butte, Alberta.

See L-15-43

Dear Sir:

This office has written to you several times with regard to the two following claims:-

1. Valley Radio & Electric.....\$ 3.90
2. Dr. E. J. Eacrett..... 6.50

Although you have written on numerous occasions regarding the remittances of money to you, you have not given a reply to our question about the payment of these two claims, if correct. We now request you to give this matter your immediate attention. If the claims are correct, we will settle them on your behalf from your credit balance with the Custodian.

Yours truly,

AMC
AMC:ND

A. McAlister,
Claims Department.

File No. 5443

November 30th, 1944

CLAIMS DEPARTMENT

Kenzo OHNO - Reg. No. 13138

CREDITORS:-

As advised

1. Valley Credits Limited \$ 3.90
(Valley Radio & Electric)
2. Dr. E. J. Macrett..... 6.50

3. Dr. Bigelow & Fowler *P*

25.00 *P 12 A 45*

AMC:ND

in Bal 509.17 h.A. P 50.00 V.L.A.

P
12 4 45

COPY

SOLDIER SETTLEMENT and VETERANS' LAND ACT.

Please quote BC/287P
BC/249P
BC/686P

ATTENTION: MR. RICHARDSON

June 27, 1944.

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

Re: Lot 6, NE $\frac{1}{4}$, Sec.28, Tp.17, Map 3031, M. Kudo
Your file 6688
Lot 4 of NE $\frac{1}{4}$ Sec. 28, Tp.17, Map 3031, N. Shiono
Your file 1248
Lot 5, NE $\frac{1}{4}$ Sec.28, Tp.17, Map 3031, K. Ono
Your file 5443

Dear Sir:

When in this office the other day you drew attention to the small parcel of land containing 0.89 acres, title to which had been conveyed to M. Kudo in exchange for the strip of land taken for the new highway. You will recall that reference to the copy of Registered Plan showed that two other properties were similarly affected, and referring to all our files it is noted that your Mr. Wright wrote to this office under date of June 15th in connection with N. Shiono.

A very close check of the acreages involved would now clearly indicate that the small isolated fractions of land were included in the appraisals made of the lots concerned on which our offer of purchase was based and the agreed sale price is inclusive of the small parcels to which you hold separate titles. It would, therefore, be appreciated if you would kindly have conveyance made to the Director in due course.

Yours truly,

(signed) I. T. Barnet

District Superintendent.

Original in file # 6618

5443

May 5, 1944.

Mr. Joseph A. Clay,
Mission City, B. C.

Dear Sir:

Re: Kenzo ONO - Lot 5 of NE $\frac{1}{4}$ of Sec. 28,
Twp. 17, Map 3031, Municipality of
Mission.

According to advice received from you the balance owing on the mortgage which you hold on the above property amounted to \$690.95, as of February 29, 1944.

This property has been sold to the Director, Veterans' Land Act, and discharge of mortgage is now required in order to complete the sale.

We are enclosing herewith form of discharge for your signature and we would be obliged if you would sign the document and deliver same forthwith to our representative, Mr. S. C. Carlsen, whose signature appears in the margin of this letter.

The Custodian hereby undertakes to forward you a cheque for the above mentioned sum together with interest as soon as the sale is completed. We expect that this transaction will be closed in the course of the next two weeks but if for any reason the sale is not completed, the discharge of mortgage will not be recorded and will be returned to you.

Your co-operation herein will be very much appreciated.

Mr. Carlsen's signature:

Yours truly,

R. D. Richardson,
Farm Department.

Enc. (dup.)
RDR/EG

MEMORANDUM

To: File 5443

March 28, 1944.

From: Specified Articles Department

Re: OHNO, Kenzo - Reg. 13138

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1937 Chevrolet Light Del. No. T180 License No. (42) CU 765	Not given

This truck was released to the Pacific Co-operative Union on April 30, 1942, and was sold later for \$400.00.

Harker

ROYAL CANADIAN MOUNTED POLICE EXHIBIT REPORT

Detachment

Seizure No.

180

FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No. **E 269-8-13-3**
Headquarters File No.

Detachment
Sub-Division
Division
Date

"E"

March 19th

1942

RE: **Kense OHNO, Mission B.C.** NAME OF FILE

On **March 19th** 1942, I

H.F. Price RCMP
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.C.P.C. 1486

Pacific - Co. - 10p

STATE BRIEFLY AUTHORITY, ETC. WHEN BY SEARCH WARRANT, ETC.

P. 180371

NO. OF PGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		<p>LICENSE NO. (42) CU965</p> <p>MAKE & MODEL 37 Chev light delivery</p> <p>SERIAL NO. 7150505985</p> <p>ENGINE NO. 0109650</p> <p>SPEEDOMETER READING 28062</p> <p>CONDITION appears fair windshield broken</p> <p>TIRE NUMBERS 5</p> <p>EXTRA EQUIPMENT NONE</p> <p>DESCRIPTION & CONDITION VERIFIED</p> <p><i>X K. Ohno</i> Signature of Owner # 13138 Japanese Registration No.</p> <p>Handed over to representative of Custodian whose signature in receipt thereof appears hereunder</p> <p><i>E. A. O'Rourke</i></p> <p>DATE: March 19/42</p> <p><i>Price</i> SIGNATURE OF MEMBER SUBMITTING REPORT</p>

30-9-37

5443

March 15, 1944.

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

Attention Mr. A. G. Duncan Crux.

Dear Sir:

Re: Kenzo OHNO - Lot 5 of NE $\frac{1}{4}$ of Sec. 28,
Twp. 17, Map 3031, Municipality of
Mission.

We enclose herewith Certificate of Encumbrance No. 51339, covering subject property and showing the registered owner as Kenzo ONO (our file OHNO), Evacuee, Registration No. 13138, with a Mortgage in Fee to Joseph A. Clay of Mission City, B. C.

A statement has been received from the Mortgagee showing the balance owing as at February 29, 1944, as follows:

Unpaid Balance of Principal	\$ 500.00
Interest @ 10% from Sept. 29/40 to Feb. 29/44	170.95
Premium on Fire Insurance Policy 3 yrs. Apr./40	10.00
" " " " 3 yrs. to Apr./43	10.00
(Royal Ins. Co., Agent F. S. Taylor, Mission)	
Total amount owing on Mortgage	<u>\$ 690.95</u>

Yours truly,

R. D. Richardson,
Farm Department.

Enc.
RDR/EG

956

File No. 5443

February 21st, 1944.

EVACUATION SECTION	
Rec'd	MAR 1 1944
File No.	5443
Ans.	
Referred	<i>Macpherson</i>

Registered Mail

Out to Anderson

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

Attention Ian Macpherson

Dear Sir:

RE: Lot 5 of the N.E. $\frac{1}{4}$ Sec. 28, Tp. 17,
Map 3031, Municipality of Mission,
New Westminster District.

I, the holder of a Mortgage dated 29th September, 1930,
covering the above described parcel of land given by Kenzo ONO,
certify that on the 29th of February, 1944, there will be owing
to me in respect to said Mortgage, the sums below stated:

Unpaid balance of Principal	\$ 500.00
Interest on \$ 500.00 @ $\frac{10}{100}$ % from 29th Sept 1940 to 29th February, 1944.	\$ 170.95

Total amount owing on Mortgage \$ 670.95

Royal Insee Co.	Premium on Fire Insee	
Agent F.S. Taylor	policies on \$500.00	10.00
Mission. B.C.	Apl 28/37 to Apl 28/40	10.00
	Apl 28/40 to Apl 28/43	\$ 690.95

If you have paid any taxes or insurance to protect
your interest in this property please add the amount to the
above total, giving each payment separately.

J. A. Blay

offer # 956

*computation
correct*

5443

May 11th, 1943.

Mr. Kenzo OHNO,
Registration #13138,
c/o Frank Posterski Esq.,
Picture Butte, Alberta.

Dear Sir:

Re: Your Truck and the Pacific Co-operative Union

The purpose of this letter is to advise you that, according to information supplied to this office by the Pacific Co-operative Union they have been successful in effecting sale of your truck for the sum of \$400.00 (this being the price as agreed upon between you and the Pacific Co-operative Union).

In our letter dated April 7th you were advised that we have received payment on account for you of \$288.91. We have now received the balance of \$111.09 and this also has been placed to the credit of your account with us.

We look forward to receiving from you your views in connection with a claim filed against you of \$3.90 by the Valley Radio and Electric Company and of \$6.50 by Dr. Eacrett of Mission. If you agree with the correctness of these two claims which amount in all to only \$10.40, please let us know and we will be happy to effect settlement on your behalf of these obligations.

Yours truly,

R. P. Alexander,
Manager.

RPA/EM

1945

one share

Picture Butte, Idaho
May 1, 1943

5443

Dear Sir:

We have received the \$100 sent to
us on April 7.

In your letter of the 7th you stated
that you wished to be advised on what
to do about the two claims filed
against us. Well, we kindly ask you
to leave them both unpaid. "Dr.
Farrell's claim against us is one that
we know nothing whatsoever about it.
As for "The Valley Radio and Electric Co's
claim please leave it alone.

Also we are enclosing herewith
our 1937 Pacific Co-operative Union
A Shareable Share Certificate so please
send us a receipt for it.

Yours truly,
K. B. B.

13138

Y. Frank Poterki

543

7th April, 1943.

Mr. Kenzo OHNO,
Registration No. 13138,
c/o Frank Posterski,
Picture Butte, Alberta.

Dear Sir:

In reply to your letter of April 2nd, we enclose herewith our cheque in the amount of \$100.00, being payment on account of funds which we hold to your credit. Kindly acknowledge receipt of this remittance.

The following is a statement of your account at this office as it stands at present:-

By Provincial Tax refund	\$ 6.15	
" Interest on Pacific Co-Op. Union shares	9.60	
" Pacific Co-Op. Union cheque	200.00	
" payment on account through sale of truck	288.91	
To Land Registry Office, Certificate of Encumbrance	\$ 1.00	
" 1940 & 1941 taxes	45.85	
" Cheque herewith	100.00	
" Balance	356.81	
	<u>\$504.66</u>	<u>\$504.66</u>
By Balance at credit -	\$356.81	

Your truck was sold through the Pacific Co-Operative Union for the sum of \$400.00, against which we have received payment on account of \$288.91, leaving a balance of \$111.09 which will be paid at crop time.

According to our records there are two claims filed against you: Valley Radio & Electric Co. for \$3.90, and Dr. Eacrett for \$6.50. Kindly advise if these claims are correct, and, if so, we will pay them on your behalf out of funds which we hold to your credit.

We understand you have in your possession a 1937 Pacific Co-Operative Union Redeemable Share Certificate. We ask that you kindly send this certificate by registered mail to this office, so that we may redeem same on your behalf.

Yours truly,

WEA:GF
Encl:

R. D. Richardson,
Farm Department.

5443

18th March, 1943.

British Columbia Security Commission,
355 Burrard Street,
Vancouver, B.C.

Attention Mr. M.L. Brown.

Dear Sirs:

re: Kenzo OHNO. #13138.

We have for acknowledgment your enquiry of the 10th instant relative to subject Japanese, and wish to advise that Ohno's statements to you are correct. The balance of \$200.00, which was due on September 1st, 1942, has been collected by this office and placed to his credit here. At present we are holding the sum of \$503.66 to his credit.

According to our records he owes the following accounts:-

Valley Radio and Electric Co.	\$ 3.90
Dr. Macrett	\$ 6.50
3 years taxes on his property amounting to approximately	\$65.00

Yours truly,

R. D. Richardson,
Farm Department.

RDH:GF

5443

March 16, 1943.

Royal Insurance Co. Ltd.,
924 West Hastings Street,
Vancouver, B. C.

Attention Mr. Marshall.

Dear Sirs:

Re: Royal Insurance Co. Policy #636588.

I wish to thank you for your letter of March 1st enclosing a copy of the above numbered policy and endorsement for same.

Before giving instructions as to the renewal of this policy which expires April 28th next, I wish to check up with the owner in connection with extending the policy to cover other buildings which I believe also exist on that property.

As early as possible we will give you instructions concerning this renewal.

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MAD

5443

March 16, 1943.

Mr. Kenzo OHNO,
Registration Number 13138,
c/o Frank Posterski,
Picture Butte, Alta.

Dear Sir:

Re: Royal Insurance Co. Policy #636588.

The above numbered policy covers for \$500.00 on a dwelling on your property located on Lot 5, North East $\frac{1}{4}$ of Section 28, Township 17, being on the East Side of Ferndale Road in the Municipality of Mission, B. C. The property is mortgaged to Mr. J. A. Clay.

Before giving instructions to the Royal Insurance Company in connection with this renewal, I wish to be advised if you are interested in extending this policy to cover on other buildings which I believe to be on that property.

If you do wish insurance carried on any other building or buildings, kindly designate which ones, giving me a description of the building and also indicating as to how much you consider should be carried on each.

An early reply to this letter is necessary, please.

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MAD

P. O. BOX 164

PHONES: Home 11203, Office 43

F. S. TAYLOR

REAL ESTATE

INSURANCE

NOTARY PUBLIC

INSURANCE

FIRE
AUTOMOBILE
BURGLARY
ACCIDENT
HEALTH
MARINE
AUTO ACCIDENT
LIABILITY
PLATE GLASS
WIND STORM
EARTHQUAKE

EVACUATION SECTION

Rec'd FEB 4 1943

File No. 13537

Ans.

Referred Cramer

MISSION CITY, B. C.

February 3rd 1943.

D. A. Cramer, Esq.,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver. B. C.

Dear Sir: Re: Your File No. 13537 - Kenzo Ono

As requested in your letter of the 18th January, I return herewith statement duly competed & signed. Regret delay, but due to weather conditions Mr Clay was unable to get in. He stated that up to end of Sept last, Ono owed \$100.00 interest, being for years 1941 & 1942 & have therefore altered the figures on statement.

Any other information required, will try and obtain same upon request.

Yours very truly,

F. S. Taylor

5421
5576
13537✓

File
13537

December 30, 1942.

F.S. Taylor, Esq.,
Notary Public,
Mission City, B.C.

Dear Sir:

Re: Torakuma YAMOSHITA, Kamejiro
TSUNO, Kenzo ORO

With reference to the mortgages held by Mr. Joseph A. Clay on the properties owned by the above named Japanese, and with reference to your letter of December 24, we have asked Mr. Clay several times to send the copies of these mortgages into this office so that we may make copies of them and return his copies as soon as we have finished with them.

In your letter of the 24th you state that Mr. Clay suggests that we should go to the Registrar for these copies. It is not our wish to inconvenience any person, but in order to complete our files we must have the documents Mr. Clay has in hand, or certified copies which he will have to procure for us.

We are working under instructions which have to be carried out and we are quoting herewith from the Consolidated Regulations Respecting Trading with the Enemy:

#56(2)-"Any person who refuses or fails to furnish information and particulars within the time mentioned in these Regulations, or fails to deliver to the Custodian the documents or other evidence of title pursuant to the Custodian's written request as provided by these Regulations, shall be guilty of an offence under these Regulations."

We are enclosing herewith a copy of the letter which we have written to Mr. Clay. We trust that we shall receive the documents without any further delay. Thanking you for the trouble you have taken in this matter.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

6
DAC:FC

5421, 5576, 13537

File
195-37

December 30, 1942.

Joseph A. Clay, Esq.,
Mission City, B.C.

Dear Sir:

Re: Torakuma YANOSHITA, Kamejiro
TSUGO, Kenzo ONO

With reference to the several letters which have passed between ourselves and Mr. F.S. Taylor in connection with the mortgages which you hold on the properties owned by the above named Japanese.

While we do not wish to inconvenience you, in order to complete our files and to protect you, it is necessary that we have these copies which you hold, or certified copies made out by you and forwarded to us.

We are working under instructions and we quote herewith from Regulation #56 in the Consolidated Regulations Respecting Trading with the Enemy:

#56(2)-"Any person who refuses or fails to furnish information and particulars within the time mentioned in these Regulations, or fails to deliver to the Custodian the documents or other evidence of title pursuant to the Custodian's written request as provided by these Regulations, shall be guilty of an offence under these Regulations."

We have sent a copy of this letter to Mr. F.S. Taylor. We trust that we shall hear from you without delay. Thanking you for your co-operation in this matter.

Yours truly,

(D.A. Craser)
for Ian Macpherson
Title Examiner

DAC:FC

COPY

FILE #5576

13537 ✓

file →

F.S. TAYLOR

December 17th, 1942.

D.A. Cramer, Esq.,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Ref your file 5576/13537

I duly received your letters of the 15th and 17th inst, and in reply wish to advise that Mr. Clay does not want his copies of mortgages sent to your office and would prefer to send you certified copies of same, if these will meet your requirements.

With regard to the last paragraph of your letter of the 17th inst. re K. Tsugo. I believe this man's correct name is Kamejiro Tsuji, and regret that I am unable to explain why he used the former name. However, when I see Mr. Clay I will ask him, but as he lives out in the country, I only see him about once a week.

Please let me know by return, if certified copies of mortgages will serve your purposes.

Yours very truly,

(Signed) F.S. Taylor

b

5576
13537✓

December 17, 1942.

Mr. F.S. Taylor,
Mission City, B.C.

Dear Sir:

Re: Kamejiro TSUGO

With reference to your letter of December 11th addressed to this office, we are enclosing herewith copies of letters which we have sent to Mr. J.A. Clay under today's date and we have no doubt but what Mr. Clay will consult you in this matter.

We have to have on file copies of all mortgages held against Japanese owned properties. When Mr. Clay consults you kindly have him send in the mortgages and we will return them as soon as we have finished with them.

Another matter that comes to our attention is the mortgage of Kamejiro Tsugo to Mr. Clay. This man's name appears on our records as K. Tsuji and he has signed his JP forms as K. Tsuji. Can you explain why he has used the name Tsugo on the mortgage, while the property is registered in the name of K. Tsuji.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

DAC:FC
Enclosures.

13537

File 13537

December 15, 1942.

Mr. F.S. Taylor,
Notary Public,
Mission City, B.C.

Dear Sir:

Re: Kenzo ONO

With reference to your letter of December 11th re the mortgages held by Mr. J.A. Clay placed on Japanese-owned property. We wish to have either a certified copy of each mortgage, or copies of the mortgages which Mr. Clay has, whereby we can make duplicates thereof and return same to him.

Will you please see that this is done.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

DAC:FC

P. O. BOX 104

PHONES: House 11203, Office 43

F. S. TAYLOR

REAL ESTATE

INSURANCE

NOTARY PUBLIC

INSURANCE

FIRE
AUTOMOBILE
BURGLARY
ACCIDENT
HEALTH
MARINE
AUTO ACCIDENT
LIABILITY
PLATE GLASS
WIND STORM
EARTHQUAKE
PROMPT AND LIBERAL
SETTLEMENT OF CLAIMS

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 12 1942

MISSION CITY, B. C.

December 11th. 1942.

Mr. D.A. Cramer,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir,

Re: Kenzo Ono.

Your File No. 13537. Mr. J.A. Clay has handed me your letter of December 8th. addressed to him and I now enclose list of particulars of monies loaned by Clay to Japanese, duly executed.

With regard to duplicate copy of Mortgage given by Kenzo Ono on the following property :-
"Lot 5 of the North East $\frac{1}{4}$ of Section 28,
Township 17, Municipality of Mission,
District of New Westminster."

I wish to advise that I mailed to Mr. R.P. Alexander, on November 14th. a copy of this Mortgage with a covering letter and if you require another copy, kindly advise.

I trust the above will serve your purpose but should you require further information, kindly let me know.

Yours very truly,

F. S. Taylor

P.S. Principal a Mortgage same as Stated attached. Interest @ 10%
for amount accumulated from date mentioned herein.

MEMORANDUM

July 25th, 1949.

TO: Mr. B. Good
FROM: Mr. J. Guming

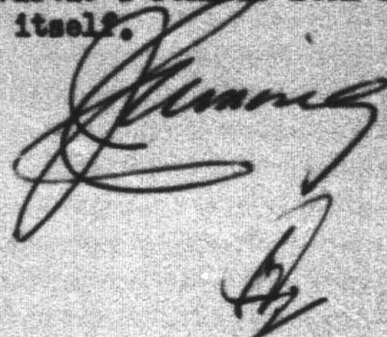
Re: Case No. 724 - Kenzo OHNO and Mr. Virtue's
letter of June 29, 1949.

Miscellaneous Chattels:

A new Analysis of Claim was prepared upon receipt of the Transcript and Virtue's Exhibit No. 1, and it is suggested that D. T. Braidwood forward Mr. Virtue a copy.

The writer has not bothered to analyze Virtue's remarks item by item as the Analysis above-referred to speaks for itself.

JG/ER

A large, stylized handwritten signature, likely "J. Guming", is written in dark ink. Below the main signature, there is a smaller, less distinct mark that appears to be a second signature or initials.

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

29th June, 1949

PLEASE REFER TO FILE NO. 3212 - 113

D.T. BRAIDWOOD, ESQ.,
c/o Messrs. Sutton, Braidwood & Morris,
Barristers and Solicitors,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Mr. Braidwood: RE: SETTLEMENT AWARDS
Kenzo Ohno, Case No. 724
Custodian File No. 5443

REAL PROPERTY:

Award approved although farm fairly valued at
\$4,500.00 sold for \$956.00.

MISCELLANEOUS CHATTELS:

Total claim was \$582.55. The goods sold by auction
brought \$106.05 so that the percentage would be greater.
All of the goods seem to have been declared and found, but
appear to have been abandoned or stolen. We, therefore, be-
lieve that we are entitled to 34.41% on the entire claim over
and above \$254.16. We shall be pleased to hear from you in
this regard.

In the particular cases where the claimant takes
an unusual beating on his land we hope you can be a little
more generous on chattels.

Yours truly,

VIRTUE, RUSSELL & MORGAN,

Per

Asa

*Beautiful dreamer,
waken to me...*

V/L

1
CASE NO. 724.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E
(HIS HONOUR JUDGE R. M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
September 28th, 1948.

IN THE MATTER OF THE CLAIM OF
KENZO OHNO.

Proceedings at Hearing.

20

APPEARANCES:

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

appearing for the
Dominion Government.

W.S. RUSSELL, Esq.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

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K. OHNO,
In Chief.

THE SECRETARY: Case No. 724, Kenzo Ohno.

KENZO OHNO, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mr. Ohno, I am showing you a summary of evidence in support of claim. Do you speak English?

A Oh, no, not very much.

Q You will notice it contains a number of facts and figures here. Were these facts and figures supplied by yourself?

A: Yes.

Q Is this your signature at the end of this?

A Yes.

Q You believe the contents of this to be true and correct to the best of your knowledge, information and belief?

A: Yes.

MR. RUSSELL: I will put that in as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: Q: You show in your summary of evidence under question or clause 10 the rental value per year of this land as \$400.00. How did you arrive at that figure?

A: When I evacuated

I leased the place to Mr. Johnston and he was to pay me \$400.00 a year, and I am basing my claim on that amount, which I consider quite a reasonable amount.

Q How long was the lease for?

A: One year.

Q One year.

THE SUB-COMMISSIONER: I wonder if that included the sale of the crop for the year in that, or was it really

3
K. Ohno,
In Chief.

a lease of the land and any chattels.

MR. RICE: Perhaps he has a lease, your Honour.

MR. RUSSELL: I have a lease here, sir. This is a standard form of lease. It is apparently for \$400.00 for ten months, and it appears to be a straight lease of the land with an undertaking that the lessor or the lessee will look after the growing crops listed in the lease. I can put that lease in if you wish, your Honour.

10 THE SUB-COMMISSIONER: All right.

MR. RUSSELL: Q: This is your signature, Mr. Ohno, on this lease (indicating)? A: Yes.

Q And this is your lease to Mr. W. Johnston?

A Yes.

Q Made the 16th of April, 1942? A: Yes.

MR. RUSSELL: I will put that in as an exhibit.

(LEASE MARKED EXHIBIT NO. 2).

MR. RUSSELL: Q: Mr. Ohno, I believe you were claiming claim in your personal property/for four beds, is that right? Four double beds? A: I think there was more than four.

Q Well, you are claiming for four in your personal property claim? A: Yes.

Q Now, did you ever have any beds sent to you by the Custodian? A: No. Yes, one.

Q How many beds did you have altogether?

A Five.

Q You had five? A: Yes.

Q I see. I just point out, your Honour, that all the goods claimed by this claimant have been either

K. Ohno,
Cross Exam.

declared or inventoried in the analysis of property.

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

I am submitting that the chattels were sold for their fair market value.

I wish to tender as exhibits in this case, a farm appraisal report respecting the land.

(APPRAISAL REPORT MARKED EXHIBIT NO. 3)

MR. RICE: An assessment notice for the year 1943 of the Corporation of the District of Mission showing the land to be ten acres, and the assessed value is, land \$500.00, improvements \$400.00.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. RICE: A summary respecting the claim on real and personal property.

(SUMMARY MARKED EXHIBIT NO. 5).

MR. RICE: An analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 6).

GROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form, dated the 21st of April, 1942 (indicating); does that document bear your signature?

A: Yes.

MR. RICE: I tender his J.P. form to which he has acknowledge his signature.

(J.P. FORM MARKED EXHIBIT NO. 8).

MR. RICE: Q: You say you received one bed from the Custodian?

A: Yes.

Q It was shipped to you?

A: Yes.

Q Where did you leave your gas sprayer?

K. Ohno,
Cross Exam.

A I left it on the top of the root house.

Q Did you leave it at the Haas Hop Company?

A No, not the Haas Hop Company. When I evacuated I left it in my upstairs of the root house.

Q Left it in the upstairs of a root house?

A Yes.

Q And where did you leave your carpenter tools?

A Oh, in the same place, most things stacked upstairs in the root house. Mostly up in the upstairs of the root house, but there were things left in the barn and elsewhere.

Q And you turned your place over to Mr. Johnston. Did he take possession of the buildings?

A Yes, I rented the buildings as well.

Q He had the use of the buildings and he had the use of your chattels? A: Well, I wasn't able to put all the furniture away so that he may have used them. There was no definite agreement.

Q You just leased the place for one year, did you?

A One year.

Q And at the time you were evacuated your crop was all ready to be taken off, the berry crop?

A No, they weren't ready to be picked because I was evacuated in April.

Q When do you pick your strawberries out there?

A Sometime in June.

Q Your strawberry crop is never ready until June?

A Some years different; some years about 21st of May, the first crop.

Q And you had fertilized all your berry crops and

K. Chack,
Cross Exam.

had them cleaned out, and they were ready to bear fruit when you left?

A: Yes.

Q And all that work had been done by you?

A Yes.

Q How much rent did you expect to get out of Johnston the next year? He had to do all the work you did.

A Well, if I would have rented it it would have been \$1000.00 a year.

Q Well, the second year, if you had rented it to Johnston the second year, he would have had to do the fertilizing of the plants and get them ready for crop, and how much would you expect him to pay you for rent?

A: I didn't want to rent it for less than \$1000.00 a year.

Q Well, then, why didn't you swear that the fair rental was \$1000.00 a year instead of \$400.00? Is this statement wrong? You say the fair rental is \$400.00 a year, and now you say \$1000.00; which is right?

A: Well, I arranged to rent it to him for \$400.00 and I am claiming for the same amount of rental, but depending on the types of people wanting to rent the place, I could have got any amount up to about \$1000.00 for it. If the Custodians wish to pay me that much I don't think I shall do without it. I was in a hurry and, therefore, I just let it go at \$400.00.

Q Well, you don't know what the place was rented for in 1943, or was it rented in 1943?

A In '43 I think the Custodian was looking after the place; I wasn't there anyway.

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K. Ohne,
Cross Exam.

Q What was it rented for, or do you know?

A I don't know. I have no communication about it and I don't know anything about it. The same lessee is living there at the present time.

Q8 You are claiming for two shingled beds; what does that mean?

A: Oh, that should

be single.

Q You claim four double beds. One cost you \$33.00, another one \$22.00, and another \$20.00, is that right?

A: Yes.

Q And that totals, according to my figures, \$75.00, and yet you say the value is \$80.00. How do you explain that?

A: My daughter typed this out and possibly made a mistake. There is one missing out of that too.

MR. RUSSELL: The claim or the column there is "price paid"; possibly he doesn't know it.

MR. RICE: If he doesn't know it, why has he produced this as his sworn document.

MR. RUSSELL: There are three prices and there are four beds. It is quite possible he doesn't know the price of the fourth.

MR. RICE: Well, he has got the total in at \$80.00.

MR. RUSSELL: The total value. You are mixing the two columns up.

MR. RICE: Q: You are claiming for ten hoes. How much did you pay for them?

A: \$1.10 apiece.

Now I think \$1.40. I got more than ten but only put in claim that many.

Q You used them a year anyway and all you wore

K. Ohno,
Cross Exam.

off these hoes was 10¢ apiece?

A Mostly these hoes bought when evacuated.

Q I mean, after you use a hoe a year it has only depreciated in value 10¢?

A It depends on the way they are used.

Q Well, that is the way that you used them, apparently, in your claim here.

A Actually they are quite new.

10

Q Do you mean to say a hoe after being used a year only depreciates 10¢ in value, a new hoe?

A I actually would like to see what I paid for them, but I just deducted about 10¢.

Q Well, I can understand that too. You paid \$4.50 for three spades and you used them two years and all you say that they depreciated in value is 25¢; that is correct, is it?

A They were all bought the year previous and mostly new.

20

Q This statement that you have sworn to says that you purchased them in 1940, is that right?

A I don't remember accurately. I just thought they were bought around that time.

Q I think you are right. You filed a claim originally in November, 1947, about eight or nine months ago for \$370.00 for farm implements, today the claim totals \$282.55. Haven't you had a little hard work trying to build it up to \$370.00? Isn't that why these values are a bit high?

30

A I deducted the values for the chinaware which were on the original.

K. Ohno,
Cross Exam.

Q I am talking about the farm implements. In the claim that you filed you valued your farm implements at \$370.00, today your statement is short of that amount?

MR. RUSSELL: My learned friend is kind of hard to please. If it is over, he objects; if it is under, he objects; and if we hit it on the nose, he objects.

MR. RICE: I don't know. If you kept a spade under a glass case it would depreciate more than that.

10 MR. RUSSELL: Ten per cent is what it depreciates, taking it in the ordinary revenue.

MR. RICE: Ten per cent, but he hasn't depreciated it five per cent, 25% in two years.

A These values, I have deducted certain amounts of these articles after consulting my wife, I mean, after consulting my lawyer, who advised me to reduce my claim somewhat.

Q Oh, your lawyer advised you to reduce your claim from \$370.00 to \$282.55, is that right?

20 A I re-valued my previous figures.

Q Well, have you got the statement showing how the claim of \$370.00 was made up?

A I think I have. Before I was evacuated the Custodian, I believe, made a list from that sheet of paper.

MR. RICE: I don't know whether you want that to go in or not, Mr. Russell. (Document to Mr. Russell)

MR. RUSSELL: You can put it in.

MR. RICE: I observe the hoes were dropped a dollar in value from that list, as it is \$11.00, the cost price; I don't know whether it would furnish such

K. Ohno,
Cross Exam.

information to the Commissioner or not.

MR. RUSSELL: It doesn't matter to me. You can put it in if you want to.

MR. RICE: I think it is only cluttering up the record.

I will submit a statement from William S. Ure, an auctioneer, as to four items that were abandoned as of no value. They consist of two heaters, one table, two beds, one organ and one hand sprayer.

MR. RUSSELL: When was that list made?

10 MR. RICE: It is dated January 19th, 1944.

MR. RUSSELL: Does it say when his inspection was made?

MR. RICE: No. Apparently it was made at the time of the auction sale and he had these things then.

(STATEMENT MARKED EXHIBIT NO. 6).

MR. RICE: All right. Now, these are the auction sheets that were sent to you (indicating)?

A Yes.

Q I don't know that I want them.

A There is three double bed, \$17.75; can you buy that here in the secondhand store?

20

Q What was that?

BY THE REPORTER: "There is three double bed, \$17.75; can you buy that here in the second hand store?"

MR. RICE: That is what they were sold for at auction there; that ought to be a true value. That is all people would pay for them regardless of what you thought of them.

RE DIRECT EXAMINATION BY MR. RUSSELL:

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Q You showed Mr. Rice a list of your chattels. When

K. Ohno,
Re Direct.

was that made up?

A: This one?

Q Yes?

A: When we evacuated

we give it to the Custodian, that copy.

Q A copy of that?

A: Yes.

MR. RUSSELL: All right. We had better put that in, your Honour.

(LIST MARKED EXHIBIT NO. 9).

THE SUB-COMMISSIONER: That is at the time of evacuation?

MR. RUSSELL: Yes.

10 A At the time everything we go to report it.

THE SUB-COMMISSIONER: Anything else?

MR. RUSSELL: I am just wondering if I could see Exhibit 8 for just a moment. That was that statement of William Ure.

(Exhibit 8 to Mr. Russell)

I simply point out, your Honour, that the statement of Mr. William Ure was made January 19th, 1944, in which he says that these items were valueless. Well, I am not surprised, after a considerable time like that. That is all, thanks.

20

THE SUB-COMMISSIONER: Q: Referring to Exhibit 9, this list which you say is a copy of the one that you gave to the Custodian, did the list have on it the values set forth as in this exhibit?

A The same thing like that, but I think the Custodian never put the value.

Q I mean, the list that you gave the Custodian, did the list have the values on it too?

A This is the actual sheet I handed to the Custodian.

30

Q Actual copy of it, values and everything?

K. Ohno,
Re Direct.

A Yes.

Q And the \$400.00 rent, you were going to get through the co-operative, were you? Were you to get this \$400.00 rent from the return of the fruits and berries and so forth from the co-operative where they were sold?

A: No, he was to pay me in cash.

Q Well, I mean, did you get the cash? Did you get the money?

A: He was to have

paid me that rent just when I left on the Friday, but he never turned up and, therefore, I never got the cash and I believe the money was handed over to the Co-op.

Q So that really what you were doing was selling your crop that you had ready for harvesting, or would be harvested shortly afterwards, weren't you?

A Yes.

Q Yes. That is all.

MR. RICE: There is an item I would like to get cleared up. I mean, Exhibit 9, the Custodian has no record of it according to my file, your Honour.

RE CROSS EXAMINATION BY MR. RICE:

Q I refer to Exhibit 9, this inventory of farm implements and household goods. You say you gave a copy of that to the Custodian?

A: No, not copy;

this paper (indicating), I showed it to him.

Q Oh, you showed it to him?

A: Yes.

Q You didn't give it to him?

A: It was this

actual paper that I handed him.

K. Ohno,
Re Cross.

Q You handed it to him? A: Yes.

Q How did you get it back? A: Just had
copy made and he return me the copy after the form
was made out.

Q That was at the time that you completed your J.P.
form?

A: Yes.

Q But at that time you didn't have the figures in here,
did you? The value of these things, you didn't have
that on this at that time, had you?

10 A Yes, the figures were there. The prices were all
there when I handed the sheet to him, this sheet.

Q Who do you mean by "him"? Who was it that you
actually handed it to?

A: To the typist.

Q To the typist?

A: Yes.

Q A girl?

A: Yes, a girl.

Q On your J.P. form the values are not in there, are
they?

A: I didn't see
this so that I don't know.

Q Well, you signed it and must have seen it. How did
you sign it if you didn't see it?

20

A Well, I just thought that they had typed it as I
wanted it to be typed. I don't understand very much
English.

Q You didn't check the chattels at all as listed in
the form to compare them with the list that you
furnished the typist with?

A: No, we didn't
do that. I thought we would be coming back so
that I didn't bother to check.

MR. RUSSELL: Q: Mr. Ohno, in connection with this
land that you were leasing, now supposing there

K. Ohne,
Re Cross

had been no crop on that land when you leased it to Mr. Johnston, what would you say would be a fair rental? A: Would that be rent of the house?

Q For the whole property, just the same as you rented it to Mr. Johnston before, supposing there was no crop?

THE SUB-COMMISSIONER: Including chattels.

A Suppose there was no crop? Do you mean the house alone?

MR. RUSSELL: Q: The house and the land?

A I am afraid I don't know that.

Q Well, you rented this land for \$400.00, and then you told His Honour Judge Edmanson that that \$400.00 was for the sale of the crop, and then you have told us if you had an opportunity to rent it, as you wanted it, you could have got \$1000.00. Now, I want to know how much of that \$1000.00 would be for the crop on the land as it was when you rented it to Mr. Johnston, and how much it would be for the rent of the land without any crop?

A The land without any crops would be of no value.

THE SUB-COMMISSIONER: Pardon?

A The land without any crops on it wouldn't be of much value, and I don't think I would have had anyone to rent the place if the crops hadn't been on it. If it were in town you could easily rent the land and the buildings, but where I lived some distance away from town, therefore, it is quite different.

K. Ohno,
Re Cross.

MR. RUSSELL: Q: Well, supposing you had been able to get your \$1000.00 for the land, what would you have got your \$1000.00 for, the land alone, or the land with the crop on it?

A With the crop on it. The main thing is for the crop.

Q Well, you say you sold your crop for \$400.00, is that right?

A: Yes.

Q Your land is good for farming, is that right? It is good farming land?

A: Yes, I think so.

I been on there for years before.

Q How much would a person pay you for the rent of your land and for the right of using your house?

THE SUB-COMMISSIONER: When you say farming you mean growing crops on the land?

MR. RUSSELL: Yes.

THE INTERPRETER: Could I have that again, please?

BY THE REPORTER: QHow much would a person pay you for the rent of your land and for the right of using your house?"

THE SUB-COMMISSIONER: Can't he answer that question without all that conversation? You see, all you have got to do is to answer the questions asked. I haven't any doubt that \$500.00 represents the value of the crop and possibly something to cover the fact that it has already been planted and the berry bushes.

MR. RUSSELL: What I am trying to establish is what the rental would be. The rental is worth something. I am trying to establish, is it \$600.00, the difference between \$400.00 and \$1000.00.

X. Ohno,
Re Cross.

THE SUB-COMMISSIONER: No, it wouldn't be that.

MR. RUSSELL: It must be some figure.

THE SUB-COMMISSIONER: It seems to me that he has rented the place for \$400.00, and that is the value of the place as it stood, planted with fruit, and coming on for the harvest season, and taking into account whatever work he had done, and the fact that it had been planted with trees. But you wouldn't get \$1000.00 rent for a place like that for ten months when the total value of the whole place, according to your own statement, is \$4617.70, including costs of improvements and everything going back to 1920.

MR. RUSSELL: Yes, but the evidence you have taken from the witness is to this effect, that the land is worth nothing, and he sold the crop off the place for \$400.00.

THE SUB-COMMISSIONER: Of course, any reasonable person would not say that; but the object of the lease was to sell the crop, there is not any question about that. And that \$400.00 unquestionably took into consideration the work that had been done that Spring, or whatever time it took to get these bushes in shape for the season, and the presence of the bushes, having regard to their life.

MR. RUSSELL: Yes.

THE SUB-COMMISSIONER: Because those things depreciate.

MR. RUSSELL: Well, I just wanted to be clear on it that he wasn't turning over simply the crop for \$400.00, and saying that the land is worth nothing; that was it.

THE SUB-COMMISSIONER: I think that can be taken for granted.
(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the transcript accurate.

"S.R. HOWARD" Official Reporter

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

SUB-COMMISSIONER.

Defence Brief

Kenzo O H N O

File No. 5443

Case No. 724 ✓

LETHBRIDGE
28 Sept. 48
V.L.A.

REAL PROPERTY CLAIM

1. Real Property Claim

\$4,500.00

Appraised at

\$974.50

Sold for

\$956.00

Witness: R.W. Brown, Appraiser.

PERSONAL PROPERTY CLAIM

1. Chattel Claim

\$582.55 as per Ex. 724-1 page 6

- (a) Goods valued by
claimant at \$254.16 Sold at auction for \$78.05.

Witness: J.H. Harkiss, Auctioneer
W.S. Ure, attended sales.

- (b) Goods valued at 150.70 Sold with real property.

See Ex.724-3 included in Farm Appraisal.

- (c) Goods valued at 106.85 Left under the custody, control or
management of someone other than the
Custodian appointed by the owner of
the property. See proof of claim
form d/12 Nov.47 on this file. Also
Trans.5 lines 12-18, and Ex.724-3, the
lease and J.P. form. Leased for 10 mos.
with option to renew for 1923.

- (d) Goods valued at 70.84 abandoned.

Witness: W. S. Ure.

Submission: Real estate sold for fair market value. That chattels were
sold for fair market value. Letter to McMaster sent
14 Dec. 48 adding agency.

RWN/mw

Name of Claimant

OHNO, Kenne

Case

724

Custodian File

5443

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		
					956.00	589.95				46.31 589.95
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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
254.16	78.05 78.05	23.41	30.73%	177.74	54.62		78.05			
TOTAL RECOMMENDATION										714.29