

RENTAL STATEMENT

5972

**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 INFORMATIONNAME: OGATA, YoshikiHOME ADDRESS: Webster's Corners, BCREGISTRATION NUMBER 11778 SEX: Male AGE: 28OCCUPATION: 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: MyselfMARRIED? YesNAME OF WIFE OR HUSBAND: KazuoADDRESS OF WIFE OR HUSBAND: Webster's Corners, BCNAMES OF ANY LIVING CHILDREN: NoneADDRESS OF CHILDREN: ----AGE OF CHILDREN: ---**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)

R 1. LOCATION AND DESCRIPTION: E 1/2 SW Sec 25, Twp 12, district of Maple Ridge, BC 80 acres

690 - > %

2. BUILDINGS AND OTHER IMPROVEMENTS: Six-room dwelling house, woodshed, garage, barn

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

4. TAXES (Amount and where payable) Don't know yet \$71.73. 1941 Paid

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) Myself

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Land registry office New Westminster
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: S. Myamoto has a half interest in the land
9. IF FARM LAND STATE CROPS SOWN Strawberries, raspberries, currants, asparagus, fruit trees

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1
2. LANDLORD'S NAME AND ADDRESS: Myself
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: See clause 9

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
- Household furniture, kitchen utensils, chinaware, carpenter tools, farm implements, in my house on 25th Ave., Webster's Corners, BC
- Key will be left in care of the Custodian if we do not rent the house.
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) \$50 Victory Bond, at home.
8. BANK ACCOUNTS: \$200 Bank of Montreal, Haney, BC
9. LIFE INSURANCE: \$1000 25-year endowment policy Sun Life Ins. Co. Beneficiary my wife. Policy at home
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 25th day of April 1942.

(Signature)

y. Phta

J. Williams

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date August 10, 43

Full Name ^(OMTA) OTA Yoshiaki
(Surname in Block Letters)

Registration No. 11798

☒ Male - Female
(check)

Age 29.16, 1914

Former Address Rebster's Cairn, B.C.

Date Evacuated May 19/42 Naturalized - Canadian-Born - National
(check)

Present Address % Mr. L. Lulley Parish Lot 2
Saskatoon, Manitoba

☒ Married - Single
(check)

Name of Wife Tazumi Kazuo #12346

Name of Husband _____

Name of Mother ^{nee} Chishaki Ise (Japan) Name of Father OTA Yutaro (Japan)

Names of Children under 16 Yoshiaki (E) 29/11/42

Our File No. 5972

Registered with Custodian
(yes or no) _____

Requested By Violet Scott

Additional Information Farmer

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. 5942

MUNICIPALITY: Maple Ridge.

Date: May 28th, 1942.

NAME: OHTA, Yoshiki,

REGISTRATION NO. 11778.

ADDRESS: 3125. 27th. Road, off 25th. Ave. Websters Corners, B.C.

PROPERTY: Joint ownership with S. MYAMOTO.

ACREAGE: 73.

KIND OF CROPS: Strawberries, Raspberries, B. Currants, Asparagus, Fruit Trees.
2 1/2. 1 1/2. 1/2. 1/2.

APPROXIMATE ACREAGE OF EACH:

HOUSE: VACANT: Yes. OCCUPIED

DESCRIPTION 1 1/2 Story wooden frame house. ROOF: Shingle.

SIZE: 20 x 26. NO. OF ROOMS 6.

CONDITION: Just fair.

OTHER BUILDINGS: Woodshed. Garage. Barn.

NAME OF LESSEE OR RENTOR: None.

TERMS:

WATER: Well. ON: OFF:

LIGHT: None. ON: OFF:

REMARKS: Boarded up. please check and see if leased. Reported crop sold for \$150.00 through Shimmick of P.C.U. to J. Debedt. I have no further information than this. I.C.B.

INVENTORY OF CHATTELS LEFT ON PROPERTY
Stored in the house.

~~4 Kitchen stove.
" chairs.
Bed complete.
2 Hand cultivators.
Platform scale.
Briggs & Stratton 4 cycle motor & Water pump. (Water system)
Sideboard.
Heater.~~
Up stairs.
4 Beds complete.
Carton of dishes.
Box Gramophon records.

See sketch

Signed:

I. C. Bardwell.

August 25, 1942.

INVENTORY OF CHATTELS ON PROPERTY

OF

OHTA, Yoshiaki & S. MIYAMOTO,

#11778.

#13808

3125-27th. Rd., Websters Corners, B.C.

(turn west off 25th. Ave.)

In house. (downstairs)

Kitchen range.
 " table.
 4 " chairs.
 Tin. (wrapped up, cont. unknown)
 Dust pan, & broom.
 2 Sledge hammers.
 3 Window screens.
 Sml. scythe.
 Cross cut saw handle.
 Iron pot.
 Wicker tray.
 Enameled coffee pot.
 Meat grinder.
 Few kitch. utensils & dishes.
 Sideboard.
 Woven flower basket.
 Briggs & Stratton 4 cycle motor &
 Beatty water pump. (apart, not in use)
 2 Hand cultivators. (Planet Jr.)
 Platform scale.
 Lamp with reflector.
 2 Potato forks.
 Pick.
 Bent shovel.
 Peavey.
 3 Cross cut saws.
 2 Benches.
 5 Window blinds.
 2 Linoleum rugs. (on floor)
 Screen door (loose)
 Bed & spring.
 Round table. (homemade)
 Umbrella.
 2 Cushions. (sml)
 Few misc. books.
 4 gal. Stone crock.
 6 gal. " "
 Lge. Rice tin.
 Bucket with lid.
 Screen door. (on pantry)

In house. (upstairs.)

Cabinet. (homemade)
 Basket. (cont. dishes.)
 Box. (cont. dishes.)
 2 Lge. candy bottles.
 2-1/2 ctns. Bordeaux Mixture.
 Ctn. (cont. dishes.)
 Wooden tub. (cont. dishes.)
 Ctn. (cont. gramophone records)
 2 Tables. (homemade)
 Box. (cont. dry tobacco leaves)
 2 Cross cut saws.
 Box. (cont. books & Xmas decor.)
 Car battery.
 Lantern.
 Lamp.
 3 Beds & springs.
 1 " wooden. (good)
 Roll building paper.
 Box. (cont. kitch. utensils, tins)
 2 Doors. (homemade, loose)
 2 Boxes. (cont. old clothes)
 Suitcase.
 Curtain & blind.

In basement.

6-25' lengths 1/2" pipe. (new)
 Pr. logging boots.
 Lge. water tank. (galv.)
 Box. (cont. chains & bits)
 Feed chopper. (homemade)
 2 Sml. tables. (homemade)
 Hoe. (short handle.)
 Qt. Thermos bottle.
 Lge. barrel.
 Plow.
 Aluminum pot.
 Lge. box. (cont. Sake bottles.)
 Sml. oil drum.
 Cement rice tub.
 2 Hand cultivator attachments.

Signed J. Morrison
 R. M. Anderson

August 25, 1942.

INVENTORY OF CHATTELS ON PROPERTY
OF

OHTA, Yoshiki & S. MIYAMOTO
#11778. #13808

3125-27th. Rd., Websters Corners, B.C.
(turn west off 25th. Ave.)

In garage.(behind house)

Heater.

Sm. quantity of lumber.

In bathhouse.

Scrubbing board.

D.B. Axe, (poor)

In packing house.(behind house)

D.B. Axe.

6 Berry trays.

In the barn.

5 Mattocks.

D.B. Axe.

2 Shovels.

2 Saw horses.

2 Peaveys.

Wheelbarrow.

Ladder.(homemade)

150-7' Cedar posts.(fairly old)

3½ Cords alder stove wood.

15 Berry trays.

lge. quantity bean poles.

Logging chain.

50' ½" Cable, & 2 hooks.

(appear to be stump pulling equip.)

Plow blade.

1gal. Glass jar.

Boom spike.(1½' long)

In garage.(front of property)

Car battery.

1gal. Vinegar jug.

Signed

J. Morrison.
R. M. Anderson.

Oct. 22, 1943.

CHATELS MOVED TO AUCTION HALL

AT

14th Avenue and Dewdney Trunk Road, Haney, B.C.

Belonging to---OHTA, Yoshiki #11778, 3129-27th Rd., Webster's Corners.

- 2 Kitchen tables & 1 lin. cover.
- 4 Kitchen chairs.
- 1 Dustpan.
- 1 Broom.
- 2 Sledge hammers.
- 1 Cross cut saw handle.
- 1 Sideboard.
- 1 Woven flower basket.
- 1 Beatty pump. (no motor)
- 1 Hand cultivator attachment.
- 3 Cross cut saws.
- 2 Benches.
- 2 Window blinds.
- 1 Linoleum rug.
- 2 " pieces.
- 2 Screen doors.
- 5 Beds & springs.
- 1 Round table. (HM)
- 1 Umbrella.
- 1 Lge. rice tin.
- 1 Heater & pad.
- 4 Wedges.
- 1 Lge. cement rice tub.
- 1 Table. (HM)
- 1 Car battery.
- 1 Roll building paper.
- 1 Paper bag cont. Arsenic of lead.

SIGNED _____

Oct. 22, 1943.

CHATELS MOVED TO STORAGE AND CLASSED AS "PERSONAL"

AT

"JUDO HALL" 14th & Dewdney Trunk Road, Haney, B.C.

Belonging to OHTA, Yoshiki #11778, 3125-27th. Rd., Webster's Corners.

- 1 Box cont. dishes.
- 1 Ctn. cont. records & books.
- 1 Sml. wooden tub cont. dishes.
- 1 Suitcase cont. pers. papers.
- 1 Lge. box cont. books.
- 1 Lge. fancy candy bottle.

not there

SIGNED _____

File

FARM LEASE

8676-5972

THIS INDENTURE made in duplicate the 18th day of May A.D. 194 2

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:- **S. MIYAMOTO and I. OHTA** of ¹⁵³⁵ ~~Henry~~ **Websters Corner, Haney**
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -
JOHN DEBOTT of **Websters Corners, Haney**

in the said Province
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

East half South West Quarter Section Twenty-five (25)
Township Twelve (12) Sketch 3015 containing eighty (80)
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 otherwise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of **nine (9)** months to be computed from the **first** day of **May** A.D. 194 **2** 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 **Three hundred (\$300.00)**

Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to payrent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever, except for firewood for personal use; and that the Lessor may enter and view the state of 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:-

One (1) acre strawberries

One (1) acre raspberries

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

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

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 Maple Ridge Co-operative Produce Exchange (an association incorporated under the Co-operative Association Act of the Province of British Columbia, having its registered office at Haney aforesaid) and for this purpose Maple Ridge Co-operative Produce Exchange is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

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

IT IS understood and agreed that the annual rental for the year 1943 and subsequent years until the return of the Lessor, shall be the sum of \$ 150.00 per annum.

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

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

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

Signed, Sealed and Delivered by
S. MIYAMOTO and JOHN DEBOTT
in the presence of

S. Miyamoto

M. M. Fletcher

John DeBott

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 S. MIYAMOTO and JOHN DEBOTT 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 ~~19th~~ 19th day of May
A. D. 194 2.

M. M. Fletcher

John DeBott
A Commissioner for taking affidavits
within British Columbia.

Extract from Lease.

Files #8676 & 8677.

Lessor: S. MIYAMOTO & I. OHTA.

Lessee: John DEBOTT.

Date: 19th May, 1942.

Term: 9 months from 1st May, 1942, with option to extend lease for 1943 under arrangement with Maple Ridge Co-operative Produce Exchange.

Consideration: \$300.00, paid. Rental for 1943 and subsequent years to be \$150.00.

Property:

Land: E. $\frac{1}{2}$ S.W. $\frac{1}{2}$ Section 25 Township 12 Sketch 3015
containing 80 acres more or less. Municipality
of Maple Ridge.

House: Included, also buildings.

Chattels: Livestock and farm implements. *no schedule in lease*

Letter given to SSI
11 Aug 63

Replaced by Lease + 660 to J. H. H. H.
See extract.

Extract from Lease.

Lease No. 660.

Files Nos. 5972 & 8676.

Lessor: The Secretary of State. (Yoshiaki OHATA & Soju MIYAMOTO)

Lessee: James FINDLAY.

Date: 25th June, 1943.

Term: 18½ months from 15th June, 1943 to 31st December, 1944.

Consideration: \$100.00 - payable \$25.00 on 1st August, 1943 and
\$75.00 on 1st August, 1944. No Taxes.

Property:

Land: E.½ of S.W.¼ of Section 25, Tp.12, C. of T. 144413 E - 41396 E.
Municipality of Maple Ridge.

Buildings: Included, except 2 dwellings & pertinent sheds & access to same.

Chattels: Not included.

already at up, and lease carded
B. J. Young

Lease handed S.S.B. 10/8/43.

27th July, 1948.

CLAIMANT

Yoshiki OHTA

Regn No 11778

PROPERTY SUBJECT OF CLAIM

Part the E 80 ac of SW $\frac{1}{4}$ Sec 25, Tp 12,
shown outlined Orange and lettered "A"
on sketch 3015, Mun. Maple Ridge, D.N.W.

known as

Webster's Corners, B.C.

CLAIM

NOTE: Claimant was registered owner of an undivided half interest in the above land with Soju MIYAMOTO (file 8676) owning the remainder.

VLA appraisal quoted Ohta's house as being $\frac{2}{5}$ total value of land and buildings, giving Miyamoto $\frac{1}{5}$ for his house and the remaining $\frac{2}{5}$ being for the land.

Upon apportioning the proceeds of sale Ohta was given $\frac{3}{5}$ and Miyamoto $\frac{2}{5}$.

OHTA IS NOW CLAIMING ON THE BASIS OF A $\frac{3}{5}$ INTEREST IN THE PROPERTY AS A WHOLE.

Claims	Est. value as per claims	Land	3,000.	
		Buildings	2,000.	
			5,000.	
		Cstdn or	1031.	(Correct Gro
		Loss	3,969.	
		3/5 Int claim	2,381.40	

REFERENCES

HISTORY

JP

On 25 Apr 42 Claimant declared: 80 ac, 6 rm dwelling house, woodshed, garage, barn.

RP.1

C/E #50361 4/2 Nov 42 notes Claimant has 'interest in' ---. Vesting in Cstdn registered, and Claimant noted as Registered Owner.

RP.2

Assessed 1942:	Land	\$2000.	
	Improvements	1300.	\$3300.
TAXES:	General	36.16	
	School	41.34	
	Library	.75	78.25

RP.3

Appraised VLA 20 Jun 42 \$1000.

RP.4

Sold to VLA as at 1 Jan 43 \$1031.00

RP.5

VLA division of valuation noting Claimant has $\frac{3}{5}$ interest.

RP.6

Real Property Summary of Administration completed 2 Jan 46.

NOTES

No appraisals nor offers to purchase other than VLA received.

J. Cuming
27 Jul 48

Soju MIYAMOTO returned to Japan as a voluntary repatriate 2 Aug 46.

6

REAL PROPERTY SUMMARY

File No. 5972
V.L.A.-B.C. 120 P

Japanese Name: Yoshiki OHTA

Reg. No. 11778

Catalogue No.: Part of Director, Veterans' Land Act first offer

Property address: Webster's Corner, B.C.

Legal Description: An undivided $\frac{1}{2}$ interest in and to part of the Easterly 80 acres of S.W. $\frac{1}{4}$ of Sec. 25, T. 12, S. 1, as shown in Orange and lettered "A" on Sk. 3015, Municipality of Maple Ridge, D. N. W.

Title: Yoshiki OHTA

(Other half interest in name of Sojiyu MIYAMOTO, File #8676)

Assessed Value: Land \$2000.00 Improvements \$1300.00 Taxes \$76.00

Encumbrance: NIL Vested September 12, 1942 #24836

Classification: 80 acres land mostly very rocky and running up on the mountain side. Lower portion was partially cultivated and according to our fieldmen was planted in approximately 2 $\frac{1}{2}$ acres strawberries, 1 $\frac{1}{2}$ acres raspberries, $\frac{1}{2}$ acre black currants, $\frac{1}{2}$ acre asparagus and some fruit trees. There were two sets of buildings on the property. The westerly group consisted of a six 1 $\frac{1}{2}$ storey dwelling roughly built and finished, a barn, garage and woodshed; the easterly group consisted of a five room small dwelling finished but in poor condition, a small barn and woodshed and an open garage. The property is isolated.

History of Administration: The complete property was leased by the owners to John Debott for nine months from May 1st, 1942 for \$300.00 which sum was collected by them at the time. The lease covenanted that extension of same could be had at \$150.00 per year. OHTA had not signed the lease but according to J. M. Campbell, Solicitor of Mission, OHTA had given MIYAMOTO his power of Attorney to sign the document. Debott informed this office that he did not intend to renew his lease. A lease was therefore entered into by this office on June 15th, 1943 with James Findlay until December 31st, 1944 which excluded the use of the buildings. \$25.00 of this consideration was collected by this office but it was paid over to the V.L.A. under adjustments.

No insurance was carried on this property.

Sold to the Director, Veterans' Land Act for \$1031.00 as of January 1st, 1943. Approved by Advisory Committee June 1st, 1943.

PTO

File No. 5972

(Real Property Summary - Cont./

Funds: The funds from the sale of the property were released to the Joint Account of MIYAMOTO & OHTA on June 13th, 1944. Sale price \$1031.00 less \$8.67 tax arrears and \$6.00 L.R.O. fees. Two L.R.O. Certificates of Encumbrance amounting to \$2.00 had been previously charged and \$15.00 legal fees were later charged leaving net amount of \$999.33.

According to MIYAMOTO's letter of January 11th, 1943 the land had been purchased jointly however they had built their houses individually. As MIYAMOTO did not recognize the chattel inventory sent to him on November 26th, 1942 and as they were the contents of the house on the westerly side of the property it was established that his buildings were the easterly ones. The V.L.A. were asked for a break-down of their purchase price to establish the separate values of the buildings and on August 22nd, 1944 they wrote advising that OHTA's buildings made up 2/5 of the value, MIYAMOTO's 1/5 and the land 2/5. OHTA's share of the net Joint Account was established at 3/5 and MIYAMOTO's at 2/5. The net funds being \$999.33, \$398.93 was transferred to MIYAMOTO's account #8676 and \$600.40 to OHTA's account #5972.

Title: Issued as Certificate of Title #171928-E and payment was included in the cheque to the Custodian dated April 28th, 1944.

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

Dated: Jan. 2/46
WEA:EH

WE Landon
.....

Farm Appraisal Report

File No. JL-308

Land Description. Pt. E'y 80 Acs. of SW $\frac{1}{4}$, Sec. 25, Tp. 12, lettered "A", Plan 3015

Containing **80** Acres

Owner's Name ONTA, Yoshiki Post Office Address Haney, B.C.

Nearest Rail Point Haney, B.G. Distance 5 miles

Market Town New Westminster, B.C. Distance 26 m

Church (give denomination) All denominations Distance 5 miles

Nearest School Websters Corners School Distance 1

State how property was identified: Map location and corner post.

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

Direct access to 27th Road. Gravel road, fair condition.

In this district a good coal No. Outlying and 90% undeveloped.

Employment opportunity Very limited in this vicinity.

Predominating Nationality and religion: Mixed

Describe Fencing and its condition: Small portion fenced with rock & stones. Value \$

Well and creek. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
House	24 x 30	Frame	1 1/2 st.	Shgl.	20	Wood	Fair	500.00
House	24 x 24	"	1 "	"	26	"	Poor	250.00 ✓
Garage	15 x 30	"	7'	"	3	"	Fair	50.00
Shed	12 x 14	Pole & Shk.	10'	Shke.	20	"	Poor	10.00
Shed	22 x 30	" "	12-18	"	20	"	Poor	30.00
	x							
	x							
	x							

Total present day value \$ 940.00

Total Value Buildings and to farm \$ 600.00

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable?

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

House No. 1 - 5 - 3
#2 (downstairs) 4 - 1 - 1 Now finished Wood

Are buildings painted? #1 - No; #2 - Yes. Condition of paint Very poor.

Distance from nearest bush About 200 feet.

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4	Level 4 ac	Sandy loam, 8" to 16"	Gravel	Small fruits & sod	40.00	160.00
6	Sloping 6 ac	Gravelly, 4" to 10"	"	" " " "	25.00	150.00
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
Area Unavailable for Cultivation.						
	CHARACTER OF LAND E. G. MUD, SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	
70	Hilly, bush and rock 70		Nil		2.00	140.00

80 ac Total value of Land \$ 450.00

Total added by buildings to value of farm \$ 600.00

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

Total value of farm \$ 1050.00

General condition of farm concerning on tillage, length of time unoccupied or partly occupied:

Property in poor condition; only a very small portion of crop land being worked. Property leased for 1942 - about May 28th - too late to properly operate.

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

Small fruits and poultry.

Notable weeds:

Thistle only weed of consequence.

Give approximate detail and
amount of all annual taxes and
name of Taxing Authority:

1942 Tax - \$75.25. District of Maple Ridge.

Date: June 18th, 1942.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 17 day of June 1942.

Inspector's Signature

"H.L. SINCLAIR."

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

Y. ONTA - JL-308

Farm Appraisal Report

Remarks:

This is a poor property situated in an outlying portion of the district that is practically 90% undeveloped.

About 4 acres of the cleared land has a very gentle slope to South, then the land rises sharply, and soil condition changes rapidly. On the slope the land is gravelly with shallow depth. Tons of stones have been removed from this portion of cleared area and used for fences. Bed rock outcropping is noticeable on Easterly portion of land adjacent to cleared areas.

There are two dwellings on the property, No. 1 being in fair condition, but No. 2 is in very poor condition, with metal chimney.

Electric light is not available.

Property was leased to John DeBodt about May 28th - rental for 1942-\$300.00. Lease obtained too late to control weed and grass situation.

(FOR ORCHARD LANDS ONLY)

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

About 75 mixed fruit trees - value of same included with land.

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

There is about 1 acre of strawberries & raspberries that can be considered as crops on this property. This portion has been cultivated. Balance of cleared area - the plantings are so smothered in weeds and grass that there is no hope of crop -

.75	acs.	-Strawberries	\$
.25	"	-Raspberries	\$
9.00	"	-Cleared-grass & weeds.	\$
70.00	"	-Rock, bush, hills.	\$

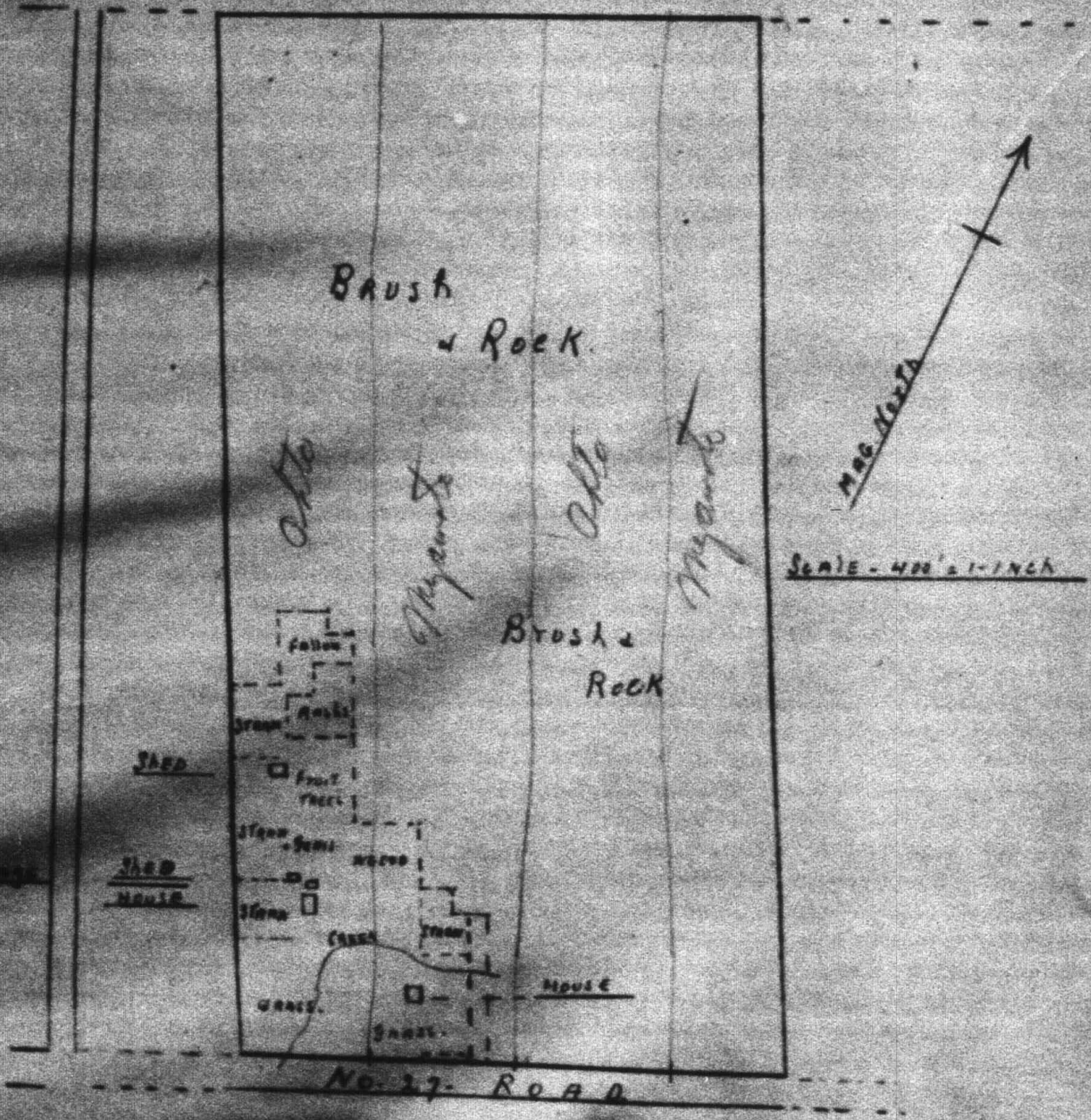
Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

PT. EASTERY. 30 ACS. of S.W. 1/4 - SECT. 25 - T.P. 12 - TETTERED H. - PLAN 3015.

YOSHIKI - ONTA



Following careful review of this appraisal report, it is my opinion that the present value is \$ 1000.00

Date 20th June 1942.

"I.T. BARNET"
District Superintendent.

MEMORANDUM

October 2, 1944.

File No. 5972
5678

TO: Accounting Department

FROM: W. E. Anderson

Re: Yoshiki OHKI, Registration No. 11778
and Soja MIYAMOTO, Registration No. 13893.

The following shows the figures to correctly proportion funds from the sale of property, now held in Joint Account, to each individual account:

Rec'd. from V.L.A. (Sale of Property)			\$1031.00
Less arrears of Taxes to Jan. 1/43			8.67
			\$1022.33
MIYAMOTO's proportion 2/5ths	\$368.93		1012.33
Less Registration Fee \$3.00			
" C. of E.	1.00	4.00	1014.33
			\$384.93 x
OHKI's proportion 3/5ths	\$583.40		
Less Registration Fee \$3.00			
" C. of E.	1.00	4.00	\$579.40 x
			\$964.33
Am't reserved in Joint Account to cover legal fees			50.00
Present Credit Balance			\$1014.33

Proportioned according to V.L.A. letter dated August 27, 1944.

WEA/ED

W E
A

METROPOLITAN LIFE INSURANCE COMPANY

FREDERICK H. ECKER, *Chairman of the Board*

LEROY A. LINCOLN, *President*

LAW DIVISION
ARTHUR S. BOURINOT
ASSISTANT GENERAL COUNSEL

CANADIAN HEAD OFFICE
OTTAWA, CANADA

November 5, 1945

Re: Policy Nos. 83225230 - Teru Ota - *The Mr*
83932164 - Yoshiaki Ota - *11778*

S. M. Gibson, Esq.
Insurance Department
Department of the Secretary of State
Office of the Custodian
Japanese Evacuation Section
506 Royal Bank Building
Hastings & Granville
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	NOV 9 1945
File No.	15219/5972/MN
Ans.	
Referred	<i>Anderson</i>

Dear Sir:

Will you please let us know whether you have any interest in the above numbered policies. The cash surrender values have been requested by the father, Mitsuo Ota, c/o Merritt Brothers, Grimsby, Ontario.

07435

Yours truly,

HE/GAY

Arthur S. Bourinot
Assistant General Counsel

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Yoshiki Ohta

File No. 5972

*1/2 Mr L Lullery, Parcel Lot 2.
Oakville. Man*

Reg. No. 11778

Company Sun Life

Agency Vancouver Agency

Policy No. 2208122

Premium - \$40.40

Payable: ☒ Annually, ☐ Semi-annually or ☐ monthly

Month November Day 1

REMARKS:

Letter sent 13/19/43

27th July, 1948.

CLAIMANT Yoshiaki OHTA Regn No 11778

CLAIM Itemized list of chattels to total claim value of \$400.85

REFERENCESHISTORY

JP

No chattels itemized on JP Form

PP.1

Catdn representatives inventoried chattels 2 Oct 42. This list was submitted to Ohta for signature and his reply of 14 Oct 42 notes that he doesn't consider it to be his right to sign for chattels belonging to J. MIYAMOTO. This Miyamoto was co-owner of Ohta's Real property and had a house on one half of the land and Ohta built on the other.

Catdn letter to Ohta 26 Oct 42 states that his signature necessary and that he should mark on the inventory those items which were owned by Miyamoto.

Ohta signed the inventory under date of 7 Nov 42 and evidently returned same without covering letter or remarks -- also without denoting chattels the property of Miyamoto.

A notation by Mr. Green of this office (evidently written upon receipt of the signed inventory) notes that due to Ohta not having marked chattels belonging to Miyamoto, that the file should consider all the items on the inventory as belonging to Ohta. This evidently was done.

PP.2

As the Custodian definitely inventoried chattels and due to the fact that only one auction sheet covering a small portion of them is on file it is necessary to place all items in the 'unaccounted for' column which are not reflected on the auction sheet --- with the exception of one item, a Dresser, which was not previously inventoried.

J. Cuming
27 Jul 48

NAME ONTA, Yoshiki

REGISTRATION NO. 11778

FILE NO. 5972

The following chattels were sold by public
 auction at Haney, S.C. on November 10, 1943.

✓ 4 Kitchen chairs	\$ 3.75
✓ 1 dustpan	0.25
✓ 1 Broom	0.25
✓ 2 sledge hammers	0.75
✓ 1 cross cut saw handle	0.25
✓ 1 sideboard	3.50
1 Woven flower basket	0.20 F
✓ 1 Banty pump & tank (no motor)	65.00
✓ 1 Hand cultivator & attach.	8.00
✓ 3 Cross cut saws	4.25
1 Linoleum rug	9.00 F
2 Linoleum pieces	6.00 F
2 Screen doors	3.50 F
✓ 1 Bed & Spring	4.50
✓ Bed & spring	23.00
✓ Bed & Spring	3.00
✓ 1 Wooden bedstead	1.75
✓ 1 Table (H.W.)	0.35
1 large rice tin	0.25
✓ 1 Heater & pad	14.00
✓ 4 wedges	2.00
✓ 1 large cement rice tub	0.40
✓ 1 car battery	0.25
✓ 2 roll building paper and 2 window blinds.	0.25

Total:	(Auctioneer's Fee: \$15.44)	\$54.45
Less Expenses:	(Advertising: 1.90)	\$ 27.09
	(Moving: 9.75)	
Net Proceeds Credited:		\$27.36

Members of Custodian Staff Present. Mr. Moryson.

Extracted from Auctioneering list No. Haney 1.

Remarks.

- C O P Y -

JAMES M. CAMPBELL

Barrister & Solicitor

Mission City, B.C.

July 18th, 1942.

The Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir - re S. Miyamoto and I. Ohta - Your file 8676 & 5972

I have yours of the 8th. I have a Power of Attorney from I. Ohta to S. Miyamoto, which gives him authority to sign. Possibly it would have been better to have Miyamoto sign twice, but there is not much object in that when the Power of Attorney is held.

Yours faithfully,

(Sgd.) J.M. Campbell

JMC/F

(Files #8676 & 5972 - original in 8676)

File #8676 &
5972.

Webster's Corner, B. C.
August 3rd, 1942.

Japanese Evacuation Section.

Dear Sirs:

Reply to your letter received July 30th
about S. (Yim) Miyamoto and Y. Ohta.

About implements of these farms, there was one
left in my care, except berry-carriers that we used for picking in
the field. But there were no others left in my care.

Now about the responsibility. I have nothing
to do with the buildings, they are locked up, except Miyamoto
is still living in his house for he hasn't been called away
yet and is looking after the places, but when he goes away
I don't want to be responsible for the houses being vacant
out in the country.

And after my crop is in I am going out in the
logging camp.

I would like to know if Y. Ohta's farm is
for sale, as my neighbour would like to know whether the place
could be bought.

His address is:-

Mr. Gordon Delrymple,
Webster's Corner, B. C.

Yours truly,

John De Bodt

*19 files to be
sent according
to instructions
16 would be!*

~~5972~~
8676

Your File BC/120P
J.L.308

August 19, 1944.

The Director,
Veterans' Land Act,
518 Rogers Building,
470 Granville Street,
Vancouver, B. C.

Dear Sir:

Re: Yoshiki OHTA & Soju MIYAMOTO.

Under the above Project No. the sale price of this property is \$1031.00. The property consists of an 80 acre tract with subject Japanese each owning an undivided half interest. However, both Mr. Ohta and Mr. Miyamoto had a house built on the property. Yoshiki OHTA, File No. 5972, owned the westerly dwelling house and Soju MIYAMOTO, File No. 8676, the easterly dwelling house.

Would you please advise us of the values of these dwelling houses relevant to the purchase price of the complete property, so that the necessary adjustments can be made in our accounts.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

January 4th, 1945.

Mr. Yoshiki OHTA,
Registration No. 11778,
Oakville, MANITOBA.

Dear Sir:

In reply to your letter of December 17th last, we have to advise that the property in which both you and Mr. MIYAMOTO each owned an undivided half interest was sold to the Director, Veterans' Land Act, for the sum of \$1031.00.

Your account has been credited with the sum of \$579.40 made up as follows:

By Sale Price		\$1031.00	
Less Tax Arrears	8.67		
Less Reserve for Legal Charges	50.00	<u>58.67</u>	\$972.33
Your proportion - 60% of \$972.33		\$583.40	
Less Certificate of Encumbrance	1.00		
Less Registration Fee	3.00	<u>4.00</u>	\$579.40

You will note that \$50.00 has been reserved for legal charges in connection with this sale. When the exact amount has been charged any balance due to you will be credited to your account.

You have a credit balance at this date of \$725.01.

Yours truly,

R. D. Richardson,
Farm Department.

I. H. GREENBERG, LL. B.

SUCCESSOR TO
W. R. SEXSMITH, K. C.

BARRISTER, SOLICITOR, ETC.

OFFICE PHONE 157

RES. PHONE 631

PORTAGE LA PRAIRIE, MAN.

February 18th, 1946.

EVACUATION SECTION	
FEB 20 1946	
Rec'd	
File No.	577Y
Ans.	
Referred	<i>Admission</i>

The Custodian of Enemy Alien Property,
Vancouver, B.C.

- Re: Yoshiki Ohti and Policy #2208122
Sun Life -

Gentlemen:

I have been acting for Mr. Ohti who has surrendered the above policy of insurance to the Sun Life and I understand from the Company that they have forwarded the sum of \$355.18 to your office. I understand that this money will be turned over immediately to the Assured and it would be appreciated very much if you would kindly send cheque payable to Mr. Ohti in my care. If there is to be any hold-up you might kindly advise.

Yours truly,

I. H. GREENBERG

IHG:C.

PER: *JAY*



SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.

PLEASE QUOTE BC/120-P

P.O. Box No. 1059,
Vancouver, B.C.
18th August, 1949.

Attention of Mr. Braidwood

Messrs. Sutton, Braidwood & Norris,
Barristers & Solicitors,
506, Royal Bank Building,
VANCOUVER, B.C.

Dear Sirs:

Japanese Property Claims Commission
Case No. 896 - Yoshiki Ohta
BC/120-P.

Replying to your letter of the 11th instant in the above-noted case, I would state that there is nothing in Mr. Sinclair's notes or on our office files to show that the area under cultivation on the property exceeded the 10 acres shown on Mr. Sinclair's appraisal.

Yours very truly,

H. Allan
A/DISTRICT SUPERINTENDENT
Per

A handwritten signature in dark ink, appearing to read "H. Allan", written over the typed name and title.

JDP.A

CASE NO: 894

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1. REVISED STATUTES OF CANADA, 1927, CHAPTER 92JAPANESE PROPERTY CLAMS COMMISSION

(SUB-COMMISSION)

10

BEFORE

(THE HONOURABLE MR. JUSTICE A.G. BUCKINGHAM, SUB-COMMISSIONER)

Winnipeg, Manitoba.

September 13th, 1948.

IN THE MATTER OF THE CLAIM OF

20

YOSHIOKI ONTAPROCEEDINGS AT HEARINGAPPEARANCES:F.M. VERO, Esq., Appearing for the
Dominion GovernmentS.M. CHERNIAK, Esq., Appearing for the
Claimant.

G.H.R. UPTON, Esq., Official Interpreter.

MARK H. FRASER, Esq., Official Reporter.

20

YOSHIKI OHTA, the Claimant herein, being first duly sworn, Deposed as follows:-

MR. CHERNIACK:

Q Who was the owner of the other portion of your land Mr. Ohta? A Mrs. Soja Miyamoto.

Where is Mr. Miyamoto now?

A He went back to Japan.

MR. CHERNIACK: So no Claim will be made - - -

MR. FERG: Mr. Miyamoto's file is 8676 for the record.

THE COMMISSIONER: There is no claim being made by him?

MR. CHERNIACK: We don't know of any, Your Honour. While we are on that point, Your Honour, the Claimant sets out in his claim that he is the owner of an undivided three fifths interest. I have on file and I am showing to my learned friend, a certificate of title dated July 7th, 1941, #14413-E in the name of the claimant for an undivided half interest in the property. From a perusal of the Custodian's file Your Honour I find that this property was owned half by the Claimant and half by this man Miyamoto. When the Custodian came to distribute the monies from the sale of this property, the Custodian took into consideration the appraised value of the various buildings on the property and then, since the Claimant's buildings were more valuable than his co-owners buildings, they decided that his share of the property was

T. Ohta.
In Chief.

three fifths and I think my learned friend has on file, and I think it might be worth finding. Your Honour, a letter from the S.S.B. showing how this apportionment was made.

THE COMMISSIONER: If it was an undivided interest how could they divide the buildings?

MR. CHENOWETH: The Custodian apparently took interest in this property to protect it and tried to apportion the interests of the people fairly and they obtained this information. This is a letter from Mr. Barnett, District Superintendent of the S.S. and V.L.A. and it is dated August 22nd, 1944, and it is addressed to the office of the Custodian for the attention of Mr. W.E. Anderson. I would like to read it, it says "I have for acknowledgment your letter of the 19th instant requesting advice as to the values of the dwelling houses on this property so that you can make adjustments in your accounts.

As you say the total purchase price of the property is \$1651.00. Of this the appraiser valued the house measuring 24 x 36 at two fifths of the total; the house 24x 24 at one fifth, and the land at two-fifths. These figures are approximate only but no doubt will serve your purpose. Yours truly."

I might say that there is a pencilled notation in the letter stating that the house 24 x 36 is Ohta's house and the house 24 x 24 is Miyamoto's

(LETTER, EXHIBIT 1)

4.
Y. Ohta.
In Chief.

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MR. CHERNIACK: I bring that up intentionally, Sir, because I propose to file shortly, and prove through the Claimant, that whilst the Custodian was doing this; had he gone into and investigated which land had belonged to him; that is they each had an undivided half interest on the total but as between the two of them there was a definite understanding as to which portion of this 80 acre tract of land belonged to each of the two people and had the Custodian done that he would have easily found the claimant had by far the more valuable portion of that land.

MR. FERG: Is there a document between these two parties as to the division of the land?

MR. CHERNIACK: No, I just want to bring it to the Commissioner's attention.

THE COMMISSIONER: Well, for what it is worth, I don't know whether the Commissioner will accept his statement.

20
MR. CHERNIACK: I am not saying that he will but I would like to put it on the record so that the Commissioner is aware of what the Claimant contends.

MR. FERG: What you say now is, notwithstanding the state of the title, each having an undivided half interest, that they did have a definite, specific part of the whole property?

MR. CHERNIACK: That is correct.

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MR. FERG: I suppose the practical thing to do, Your Honour is to let or allow the evidence to go

Y. Ohta.
In Chief.

before the Commissioner, but I submit that the state of the title is conclusive as to what interest the two parties had.

THE COMMISSIONER: Yes, well, you make your submission.

MR. CHERNIAK: I can make a further submission, Your Honour that the state of the title is conclusive that there is no dispute between the two parties and there is no indication that Mr. Ohta and Mr. Miyamoto ever had occasion to disagree as to who is the owner of that portion of land and who is the owner of the other portion of land. However, I am just tendering this.

THE COMMISSIONER: Yes.

MR. CHERNIAK: I should have made an amendment, Your Honour, in the personal property, showing the total value of the chattels as \$380.85, the Custodian's sale price \$154.45 and the loss at \$226.40.

Q Mr. Ohta, I show you two typewritten statements, were these prepared in accordance with your instructions? A Yes.

Q Are these your signatures?

A Yes.

Q Do you swear the contents of these statements to be true to the best of your knowledge and recollection? A Yes.

MR. CHERNIAK: I tender as Exhibit 2 the Real Estate Statement, Your Honour.

Y. Ohta.
In Chief.

(REAL ESTATE STATEMENT, EXHIBIT 2.)

MR. CHENWIAK: And as Exhibit 3 the Personal Chattel Statement.

(PERSONAL CHATTEL STATEMENT, EXHIBIT 3.)

MR. CHENWIAK: And as Exhibit 4, on behalf of my learned friend, the S.S. B. Appraisal and his Analysis as Exhibit 5.

(S.S.B. APPRAISAL; EXHIBIT 4.)

(ANALYSIS, EXHIBIT 5.)

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Q Mr. Ohta, in your statement of real estate, Exhibit 2, where you are referring to the portion of your land that was cleared and the crops on it, you show a division of 40 acres as belonging to you and 40 acres as belonging to Mr. Miyamoto?

A That is correct.

Q And you show that of your section of the 40 acres, 15 acres were cleared and you had a crop on some of it and 25 acres was not cleared?

20

A That is right.

Q Then you show on Mr. Miyamoto's section that he had 25 acres uncleared and 5 acres cleared, that is correct? A Yes.

Q Now I show you Exhibit 4, that is the report made by the Custodian's appraiser and on the back page, that is page 4, there is a map of what you had. There is 27 Road and here is your section stretching out this way. On the left hand bottom portion of the map, which is the Southwest corner is indicated as that part

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Y. Chita.
In Chief.

as being cleared and upon which you have buildings and crop and the balance of that shown uncleared? A Yes.

Q Can you indicate, by drawing in in pencil, the division of this land to show which part was yours and which part was Miyamoto's - I assume there is no objection, Your Honour by Mr. Ferg to the Claimant indicating on Mr. Ferg's Exhibit that which he claims to be his and that which is Miyamoto's?

10

MR. FERG: No, that is alright.

MR. CHERNIACK:

Q Just draw a line, I don't mean exactly, just roughly, which is yours and which is Mr. Miyamoto's? A The West side is mine, Miyamoto's next, then mine, then Miyamoto's.

Q Do I understand then that you divided this 80 acres into four strips of 20 acres each in length? A Yes.

20

Q That is the true line North and South?

A Yes.

Q Then you then had the most Western portion of 20 acres? A Yes.

Q And then Mr. Miyamoto had 20 acres?

A Yes.

Q Then you had another 20 acres?

A Yes.

Q And then Mr. Miyamoto had another 20 acres?

Q That is you had 80 acres altogether as it is made up? A Yes.

30

Y. Ohta.
In Chief.

Q Was this Division done by you or by Your
Uncle? A By my Uncle.

Q Do you know as to when this division was made?
A No.

Q When did you first have anything to do with
this land? A Around 1933.

Q You indicate that it was bought by your Uncle
and Miyamoto in 1919? A Yes.

Q I am reading from Exhibit S "It was bought by
L. Ohta, my uncle and S. Miyamoto from Martin and
I received my Uncle's interest in this property
in 1941." A Yes.

Q But you say you have been on this land since
when? A 1933.

Q And at that time had this division been made
between your Uncle and Miyamoto?

A Yes.

Q You always worked around the land?

A Yes.

Q And Miyamoto worked his, is that correct?

A Yes.

Q Had you started to do any work in clearing your
second part, that is your Eastern Section of your
land? A No.

Q Had Mr. Miyamoto ever cleared his Eastern
Section? A No.

Q So the only work you did was on the most
Western portion, the 20 acres on the most
Western portion? A Yes.

Q And the only work Mr. Miyamoto did was on his

9.
Y. Ohta.
In Chief.

section of the most western section of his
20 acres? A Yes.

Q Was there any dispute between you and Mr.
Miyamoto or your Uncle and Mrs Miyamoto about
what sections of land you owned?

A No.

Q Do you know if there was a written agreement
between you and your Uncle?

A I don't know about that

19 Q Or Your Uncle and Mr. Miyamoto?

A I don't know.

Q Have you ever seen anything written between
them? A No.

THE COMMISSIONER: That certificate of title,
what is the date of it?

MR. CHERNIACK: July 7th, 1941, Your Honour.

THE COMMISSIONER: It just occurs to me that at the
time they took out title that the solicitor,
if he was properly instructed, would have the
undivided interest.

MR. CHERNIACK: We don't know how the Solicitor
was instructed, Your Honour, or even if there
was a solicitor.

Q You say you were on this land since 1933?

A Yes.

Q Did you work the land?

A Yes.

Q Did you actually pay your Uncle anything for
the land when you received it in 1941?

A Yes.

Q How much did you pay him?

Y. Ohta,
Exhibit.

A One thousand dollars.

Q Was that what the land was worth at the time or was that by some special agreement?

A I worked for him from like 1933 until when he transferred the land to me and that is the reason I only had to pay one thousand dollars.

Q It was because you had worked the land with him that he let you have it for one thousand dollars? A Yes.

10 Q Did he leave the Country at that time, is that the reason he turned it over to you?

A He went back to Japan.

Q And he turned it over to you for one thousand dollars cash? A Yes.

Q And, in addition, because you had worked the land since 1933? A Yes.

Q Were you adopted by your Uncle?

A Yes, something like that.

20 MR. CHURCHMAN: There is a custom between Japanese people, Your Honour, that they often do adopt their own people.

Q And that is what happened in your case, you were adopted by your Uncle?

A Yes.

MR. CHURCHMAN: Just to show on this Exhibit, Your Honour, I will indicate what the Claimant has shown to be his and what he has shown to be Miyamoto's.

30 Q I am trying to divide the property into four sections Mr. Ohta? A Yes.

Y. Ohta.
In Chief.

Q And they were equal sections?

A Yes.

Q I now have shown four strips of land and the most Western portion was yours?

A Yes.

Q And the second was Miyamoto's?

A Yes.

Q And the third was yours? A Yes.

Q And the most Eastern portion was Miyamoto's?

A Yes.

Q I have written your names in and they were all of equal size? A Yes.

MR. CHERWILAK: The Claimant sets out, Your Honour that at the time this property was purchased in 1919 it was all bush. He does not know the cost price. He says that of his half portion his Uncle and he cleared 15 acres of the land and Miyamoto cleared 5 acres of his portion. He states that there was about 2000 feet of cedar covered ditching in his 40 acres and also a considerable amount in Miyamoto's 40 acres.

Q You don't know how much ditching there was in Miyamoto's area? A I don't know.

Q But you remember or there was ditching?

A Yes.

Q Would you say there was a lot or a little?

A Quite a lot I guess.

Q Well, you had 2000 feet spread over 15 acres, or was it more limited to less than 15 acres, your 2000 feet of ditching?

Y. Ohta.
In Chief.

A Yes, my 2000 feet was in the 15 acres.

Q All spread out?

A Yes.

Q That would be, roughly, about 150 or 160 feet of ditching per acre? A Yes.

Q Mr. Miyamoto had one third of your acreage, would you say that he had about the same proportion of ditching as what you had?

A I don't know

10 Q There was a well, you say, on your 40 acres?

A Yes.

Q Do you remember if Miyamoto had any well on his? A I think Mr. Miyamoto was using spring water.

Q You say there are about 100 mixed fruit trees on your share and you think about 60 mixed fruit trees on Miyamoto's share?

A Yes.

20

MR. CHERNIAK: The claimant then sets out in Exhibit 2 the house, which was 24 x 30, two storeys, 7 rooms, doesn't know when it was built but he indicates how it was finished and his uncle told him that the materials alone cost him \$1,000.00 and the Claimant values the house as at date of evacuation at \$1,000.00. Your Honour will note that in like most statements of our type the claimant is showing the estimated value and not the estimated cost. He then gives Miyamoto's house, 24 x 24, 4 roomed bungalow, frame, on posts and he gives an

30

Y. Ohta.
In Chief.

estimate of what he thinks it is worth. With the garage he gives an estimate of the value of it and says he thinks it cost his Uncle \$200.00.

Q Mr. Ohta, you show here a house, garage and two sheds valenging to you?

A Yes.

Q And you show the house belonging to Mr. Miyamoto, did he have any other buildings?

A Yes.

MR. CHERYLAK: If your Honour will look at Exhibit 4, the S.S.B. Appraisal, you will note that the buildings are all shown there except that this old garage that Mr. Ohta mentioned was on Mr. Miyamoto's portion. He shows the total value at \$940.00 and reduces it to \$600.00 when he adds it to the value of the land. Mr. Ohta's valuation is something over \$2,000.00, \$1,100.00 more than the S.S.B. Appraisal shows. This property is shown as being 5 miles from Haney, B.C. and having direct access to 29th Road, a gravel road in fair condition. Of the 80 acres the S.S.B. Appraiser shows 4 and 6 acres as having been cleared and 70 acres as not having been cleared. Your Honour will note that he values this 70 acres at \$2.00 per acre. The Claimant indicates that instead of 10 acres there was twice as much cleared, that is 20 acres, about a quarter of the total area. He sets out that he feels quite certain that the appraiser

Y. Ohta,
In Chief.

1 is greatly in error as to the extent of the cleared land. This applies also to the nature of the land and the cultivated portion of which gave us good crops, and the uncleared portion which showed signs of being very good for orchard. He further states that he was on this land and worked it with his uncle from 1933 to 1941 and he is satisfied that it was worth a great deal more than appraised. The buildings were in good condition and he has shown what he thinks was a proper valuation of them and he believes that the fair market value at date of sale by the Custodian was at least \$5,000.00

20 Q Let me make one thing clear Mr. Ohta, you are showing \$5,000.00 as the value of your land and buildings; do you mean \$5,000.00 for your 40 acres and your buildings, or do you mean \$5,000.00 for the 80 acres and all buildings?

A \$5,000.00 for 80 acres.

20 Q For the whole area of land?

A Yes.

MR. CHERNIAK: So that, Your Honour, the claim as it is shown here as originally made is for the whole area of land and the claimant has used the Custodian's method of division in assessing his house. I have brought out this evidence to indicate that had the Custodian gone a little further into the matter he would have ascertained, by confirming it with Miyamoto, that the claimant's interest in that land was considerably

Y. Ohta.
In Chief.

more than a half interest.

Q Mr. Ohta, the man from the S. S. Appraisal Board says that this uncleared section of your land was worth \$2.00 an acre, what do you think? A There was a large quantity of timber itself in the uncleared portion and if cleared it would be good land for fruit growing.

Q Did you ever market any timber off your land?

A My Uncle sold quite a bit of timber off that land but there was quite a bit more left at the time of evacuation.

Q Have you any idea how much timber he took of in any one acre of land?

A No.

Q The appraiser says here that there are lots of stones on this land, is that correct?

A Yes.

Q And the appraiser says that this section at \$2.00 an acre was unsuitable for cultivation, but you say it is good for fruit growing?

A Yes.

Q For the purposes of fruit growing would you have to clear the stones off this land or could you leave some of them?

A You can leave the small stones.

Q And do you feel that the uncleared land was any worse than the land that you had cleared?

A I think there are more stones and rocks in the uncleared portion.

Y. Ohta.
In Chief.

Q So you say it would be a little more work clearing? A Yes.

Q But after it were cleared of stones would you say it was similar to the land you had cleared already and were working on different?

A I think it would be the same as the cleared portion.

Q And would you get the same type of crop off it?

A I think so.

19

MR. CHURCHMAN: It is an important point as Your Honour can readily see. It is a matter of value and there is no doubt that our appraisers in B.C. will be able to give what we consider to be a fair valuation of this. I doubt if the V.L.A. has got around to clearing that 70 acres yet, I should not say 70 acres, I should say 60 acres which the Claimant says he left uncleared and we will probably be able to get the proper valuation on it. Turning now to the claim for chattels. In Exhibit 3 the Claimant sets out some of the larger items as to the year of purchase and as to the price paid and his estimated value.

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Q There is arising a question, Mr. Ohta as to whether some of the goods on this property belonged to Mr. Miyamoto; now in this claim which you are making now - and we have gone over this list together, you and I?

A Yes.

21

Q Is there anything claimed here which belongs

Y. Ohta.
In Chief.

to Mr. Miyamoto and not to you?

A No.

Q So that everything which you are claiming belonged to you at date of evacuation, is that correct? A Yes.

MR. CHERNIAK: Going through the Custodian's Analysis, Exhibit 8, Your Honour, it is interesting to note that quite a few of these items were sold for more than claimed value. Kitchen chairs, claimed \$2.00, sold for \$3.75. Two sledge hammers were sold for the same amount valued. Two hand cultivators, \$5.00, one alone sold for \$8.00. Bed and spring, claimed \$20.00 sold for \$23.00. Home made cabinet, valued at \$1.00, sold for \$2.50.

Q Who made that cabinet Mr. Ohta?

A I think my Uncle.

Q Your Uncle made that cabinet?

A Yes.

Q You don't think much of your Uncle's labour, do you? A No answer.

MR. CHERNIAK: At the very foot of the list Your Honour will note 1 dresser worth \$20.00; this was never inventoried by the Custodian as indicated by the Analysis Sheet and we have withdrawn that claim in view of the fact that it wasn't reported to the Custodian and the Custodian didn't find it, so we will withdraw that \$20.00 and that is the reason for the amendment that I made at the beginning of this hearing.

Y. Ohta.
In Chief.

Q Now, I imagine Mr. Ohta, that some of these items were bought by your Uncle?

A Yes.

Q And these items which you have shown, kitchen range, motor and water pump, scale, these were bought in 1941 and were they bought by you?

A Yes.

Q These books, Japanese and English Dictionaries and ten Japanese law books, whose were they?

19

A They were mine.

Q You bought them? A Yes.

Q This law books were yours, were they? You were studying them, were you? A Yes.

Q You were studying these Japanese Law books; was that in Japan or Canada that you bought them, I see they were bought in 1933?

A They were brought back from Japan.

Q That is the same year in which you came to Canada, is that it? A Yes.

20

Q At that time you were studying law, were you?

A Yes.

Q This \$20.00 that you paid for them, is that Canadian Dollars or Japanese Yen?

A I paid 40 Yen in Japan and I figured that at that time it was \$20.00 Canadian money.

MR. CHERNIAK: That is all, Your Honour.

MR. FERG: It is submitted Your Honour that the real property sold for its fair market value, that the personal chattels were sold at their fair market value and that the claim made for articles, the

Y. Ohta:
Gr-Rum.

amount claimed is excessive and unreasonable. And further, I would like to submit, with regard to the division of the real property that in view of the condition of the title, as late as 1941, that the evidence that has been given by the Claimant would be subject to the condition of the title and that the contention of the claimant cannot be accepted now as to the division of the property.

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Q Mr. Ohta, when you got the title to your half interest in the real property, that was in 1941, wasn't it? A Yes.

Q Do you remember when you got it?

A Yes.

Q Did you consult a lawyer at the time?

A I consulted a public notary.

Q A Notary Public? A Yes.

Q And who was the gentleman?

A It was Mr. Mannies.

20

Q Hal Mannies? A From Hamoy.

Q Was Mr. Miyamoto with you when you consulted the Notary Public? A Mr. Mannies came over to the property and Mr. Miyamoto was present.

Q And you decided then to have the title fixed up in the shape it is now in?

A Yes.

Q Back to show an undivided half interest?

MR. CHERNIAK: I think that question should be asked a little more clearly as to who decided it.

20

MR. FERG:

Y. Chao.
Gr-Ryan.

Q Is that the instructions that both of you gave to Mr. Mansias, did you have the title registered in your names each as to an undivided half interest? A It was an undivided half interest in my Uncle's name and it was just transferred over.

Q And at that time had you and your partner made a division of the property? A We were working the land as divided portions.

10 Q But the understanding between you and your partner was that you would each have an undivided half interest in the land? A Yes.

Q And that was the agreement between you?

A Yes.

Q Have you had an independent valuator or appraiser make a valuation of this land for you, at the time of evacuation or since? A No.

Q How did you pay your taxes?

A \$80.00 some dollars I guess, I don't remember for sure.

20 Q But did the tax bill come in one bill for the whole property? A Yes.

Q And how did you pay your taxes?

A Half.

Q Half each? A Yes.

Q And you did that in 1941?

A Yes.

Q Now with regard to the motor and beatty water pump, did you say you purchased it in 1941?

30 A Yes.

Y. Ohta.
Q. - Exam.

Q Who did you buy it from?

A Mr. Shimizu.

Q Is he a dealer in pumps and engines?

A Yes, he was a salesman.

Q Is this the regular retail price of it \$200.00?

A Yes, it includes the pipe and other attachments.

Q Did you buy it personally or did your partner participate in the purchase?

A I bought it myself.

19

Q You are making a claim for about 20 records, is that gramophone records? A Yes.

Q How old were these records?

A I bought them some time ago, since I came to this country.

Q How long have you been in Canada?

A I came here in 1933.

Q And you say they cost you \$1.50 each?

A Yes, when I bought them.

Q Some of them would be ten years old?

20

A 1933, yes, around 10, some of them.

MR. FERG: That is all, Your Honour.

RE-EXAMINED BY MR. CHERNIAK:

Q In regard to this water pump that my learned friend has questioned you about? A Yes.

MR. CHERNIAK: I wonder, Your Honour, if my learned could inform me whether the pump was ever appraised by the Custodian and whether he ever attempted to obtain tenders on it?

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MR. FERG: There is no record of an appraisal, Your

Y. Chén.
 Ho-Huan.

Honour. It was sold by public auction on the 10th of November, 1945

MR. CHERNIAK: There is no attempt made to find out - - -

MR. FERG: There is no record of it at all.

THE COMMISSIONER: What happened to that pump?

MR. CHERNIAK: Apparently it was sold for \$65.00 without the pipe, Your Honour. I wonder if my learned friend could tell me whether that included the motor? The Claimant has a Briggs and Stratton 4 cycle motor and Beatty water pump, including 6, 25 foot lengths of 3/4 inch pipe, and new tank, the Custodian's file says Pump and Tank only.

MR. FERG: There was no motor sold.

MR. CHERNIAK: Then are we to assume that that motor is unaccounted for? A

MR. FERG: It just says a Beatty Pump and Tank, \$65.00

MR. CHERNIAK: Does that mean the motor is unaccounted for by the Custodian?

MR. FERG: Well, it definitely does not appear to be accounted for.

MR. CHERNIAK: Well, then, I am wondering whether it should be shown in that column because there is no mention made of the motor.

MR. FERG: Your submission is that it should be put in the column of goods not accounted for.

MR. CHERNIAK: That is correct, Sir, there is no dispute as to whether or not there was a motor and there is nothing on the Analysis as to its disposal.

Y. Ohta.
Re-Exam.

ition. It is just my assumption that it is not accounted for and I would like confirmation.

MR. FERG:

Q Was there much pipe for the pump and the motor?

A Yes.

Q How much of it? A Oh, I don't know, I can't remember.

Q What was the pipe for, to pipe water over the farm or into the buildings or about the gardens; what was the pipe used for?

A It was piped to my kitchen and when the dry season came I used to water my strawberry crops.

Q And did you extend the pipe out through the strawberry patch? A Yes.

Q These pipes you are talking about now included the pipe and motor and pump? A Yes.

Q And was the motor and pump one complete unit set up together? A It was separated - no - it was one unit the pump and the motor.

Q Can you tell us or give us an estimate of the value of the pipe that you bought with the motor?

A I don't remember, I am sorry.

Q How many feet of pipe would you buy?

A- I didn't buy it in bulk, I bought quite a bit after like, when it was necessary.

Q I see, from time to time you purchased pipe as you required it on the farm?

A Yes.

Q How many feet of pipe would you have altogether on the farm? A The main pipe from the

Y. Ohta.
Re-Gr-Exam.
Re-Exam.

spring water to the house was \$150 feet.

Q And how much a foot did you pay for it?

A It was galvanized pipe and I don't know how much I paid.

MR. FERG: Alright.

MR. CHERNIACK:

Q Mr. Ohta, I show you a copy of the Custodian's Inventory, dated October 2nd, 1942, it says in there that there is six 25 foot lengths of 3/4 inch pipe now, is that the pipe for which you are making claim? A Yes.

Q That means there was 150 feet of pipe which you are including in that claim for the motor and pump, is that correct? A Yes.

Q And you show the cost at \$200.00, does that include the cost of this 150 feet of pipe, or was that extra? A It is included in the \$200.00

Q The \$200.00 shows the total cost of the motor and the pump and this 150 feet of pipe, is that correct?

A Yes.

THE COMMISSIONER: I was just going to remark on this analysis it says six 25 foot lengths of 3/4 pipe and 1 new galvanized water tank.

MR. CHERNIACK: Perhaps I should file the inventory because it says now. I refuse to accept the responsibility of the Custodian's analysis.

Q This tank that you had with the pump and motor, did you get the tank with the pump and motor at the same time? A Yes.

Y. Ohta.
Re-Exam.

Q Was it used? A For a short time.
Q And the pipe was used for the same period of time?
A Yes.

MR. CHERIACK: My learned friend asked the Claimant whether the motor and the pump was one unit or two; I can indicate that the Custodian's Inventory reads "Briggs and Stratton 4 cycle Motor and Beatty water pump and 'not in use'. Apparently it was a unit but it was taken apart at the time by Mr. Ohta.

Q Mr. Ohta, when Mr. Mansies straightened out your Title did he do any work for Miyamoto in connection with the title at that time?

A No.

Q Did he speak to Mr. Miyamoto at all while you were giving him his instructions in 1941?

A No.

Q Did you tell Mr. Mansies as to the division of the property or did you just give him your uncle's title and tell him that you just wanted his interest transferred to you, or, what was the conversation?

A I just gave him my uncle's title to be transferred to me.

Q You didn't actually discuss with Mr. Mansies at all then as to who owned what section of land?

A No.

Q You say that Mr. Miyamoto was around while you were giving your instructions to Mr. Mansies?

A Yes, he was in the house.

Q But you say he didn't discuss anything with Mansies?

Y. Chiu.
Re-Examine

THE COMMISSIONER:

Q How long have you studied law?

A I just studied that in High School.

Q In Japan? A Yes.

MR. FERG:

Q Did you study Canadian Law?

A No, Japanese Law.

MR. CHURCHILL: It is too bad he didn't study Canadian Law, Your Honour.

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(PROCEEDINGS ADJOURNED SINCE DUE)

Certified to be a true and accurate transcript.

Mark H. Pearson

(MARK H. PEARSON)
OFFICIAL REPORTER

CERTIFICATE.

I, the undersigned Sub-Commissioner hereby certify that the foregoing 26 pages of typewritten matter contain a true and accurate record of the sub-commission held in the Law Courts Building, Winnipeg, Manitoba, at the time and date first above mentioned.

20

J. G. Cunningham
(SUB-COMMISSIONER)

File No.
5972

DEFENSE BRIEF

Winnipeg, Man.
Sept. 13, 1948
Case #896

Yoshiki OHTA
Reg. No. 11778

File #5972

Case #896

REAL PROPERTY CLAIM - GROSS-

<u>Gross Claim</u>	<u>Appraisal</u>	<u>Sold for</u>
<u>Original Claim</u> Nov. 1947 3/5 und. Interest \$3000.00, that is, 3/5 of \$5000.00	(Registered Title shows 1/2 Und. Interest as Certificate of Encumbrance Nov. 2, 1942 on claim file) \$630.00, that is, 3/5 of \$1050.00 re Soldiers' Settlement Board Exhibit #4	\$618.60, that is, 3/5 of \$1031.00 re Director Veterans' Land Act

Reconciliation with Claim of Loss -

On basis of 3/5 Interest

Gross Claim -	\$3000.00
Custodian credit by Claimant as above-	618.60
as original net claim -	\$ 2381.40

On basis of 1/6 Interest

NOTE: - Reduce figures $\frac{1}{6}$ of amounts.

Witnesses: -1. H.L. Sinclair,
appraiser and Inspector.

2. W.E. Anderson
(Staff)

- Submissions:
1. Reference is made to "Real Property Summary" Jan. 2, 1946 by W.E. Anderson (Staff) under "Classification" wherein the property is described as "mostly very rocky and running up on the mountain side", etc. "The property is isolated".
 2. Reference is made to page 3 of Farm Appraisal Report- Exhibit #4- under "Remarks". Also same page - "70 acres - Rock, bush, hills".
 3. Taxes were paid one- half each, p.20, lines 21-27 inc. Trans.

Comparative Figures -

on basis of 3/5 Interest -			Gross -
<u>Claimant's Value</u>	<u>Assessed Value</u>	<u>V.L.A. Value</u>	<u>Sale Price</u>
\$3000.00	\$1980.00	\$630.00	\$618.60

File No.
5972
Yoshiko OHTA,
Reg. No. 11778

- 2 -

Case #896

4. Custodian's office adjusted proceeds arising from the property as follows:-

3/5 - to Yoshiko OHTA and
2/5 " Soju MIYAMOTO, File #8676

PERSONAL PROPERTY CLAIM - GROSS

<u>Gross Claim</u>	<u>Appraisal</u>	<u>Sold for</u>
<u>Original Claim</u>		
Nov. 1947 \$400.85	<u>Note:</u> 1 Dresser worth \$20.00 withdrawn - p. 17, lines 22-30 inc.	
<u>Revised Claim</u>		
\$380.85 Page 5, lines 16-20 inc.		

(a) \$273.25 Exhibit #5	No appraisal	\$154.45 at Auction
(b) 107.60	" "	Not accounted for theft etc.

\$380.65 Revised amount
p.5, lines 16-20 inc.

Witnesses:-

1. C. Spencer Pallot
Auctioneer.
2. J. Moryson,
(Staff - Haney)
3. R.M. Anderson
(Staff)

Submissions: - re Motor- p.22, lines 7-15 inc. The question is asked if the sale for \$65.00 "included the motor". Reference to Auction Haney #1- Nov. 10/43 shows "no motor" included in the auction.

BRD/DD

January 13, 1949.

File No.
5972
Yoshiki OHTA,
Reg. No. 11778

- 3 -

Case #896

<u>Summary of Defense Witnesses</u>	<u>Where required</u>	<u>Summary of Documents to be filed</u>	<u>Witness Proving same</u>
H.L. Sinclair,	Appraiser and Inspector Realty		
W.E. Anderson	Staff Realty		
C. Spencer Pallot	Auctioneer Haney chattels		
J. Moryson	Staff Chattels Inventory Auctions		
R.M. Anderson	Staff Chattels Inventory		

BRD/DD

January 13, 1949

Name of Claimant **OWTA, Yoshiki**Case **894**Custodian File **3972**

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	Sale Price	Total Award 125% of all Sale Prices		
						% of Total	Amount			
					794.					176.00
										972.00
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
162.75	133.75	40.12	32.3%	212.10	179.48					219.40
TOTAL RECOMMENDATION										1360.00

October 10th, 1950.

Mr. Yoshiki ONTA,
26 Riel,
St. Vital, Man.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 896

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$1,368.20

Cheque in your favour is enclosed for \$1,315.63
and we have paid the Co-Operative Committee .. \$ 52.57
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.

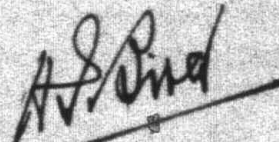
CLAIM NO. 896 - Yoshiki OHTA

This claim is made in respect of an 80 acre parcel of land situate 5 miles from Haney B.C., which was held jointly by the claimant and one Miyamoto.

Counsel have agreed that the proceeds of sale to the D.V.L.A. were not correctly apportioned between the two men, since Ohta received \$618.00, whereas on the evidence adduced on this Enquiry he should have received \$794.00. Miyamoto has not made a claim, and it is conceded that the over-payment cannot now be recovered from him.

In the circumstances I consider that the claimant should not suffer in consequence of the faulty division of the proceeds of sale, and therefore RECOMMEND payment to the claimant of the sum of \$176.00.

I RECOMMEND FURTHER that the claimant shall receive the benefit of the over-all recommendation which is applicable to this property on the basis of selling price of \$794.00.


Commissioner.

February 1st 1950.