

6985

Haney B.C.

FILE NO. 698

EXHIBIT No. 1002-4

DATE NOV 20 1946

FILLED BY

K. A. K. K. K.

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: OIKAWA Yoemon
HOME ADDRESS: 21st Ave., R.R. #1., Whonnock B.C.
REGISTRATION NUMBER 13699 SEX: Male AGE: 49
OCCUPATION: Strawberry Grower.

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

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yoshiye

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

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

Taeko (F) Mitsuko (F) Syoko (F)

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

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

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

1. LOCATION AND DESCRIPTION: Agreement of Sale of Land.
Municipality of Maple Ridge. Roll No. 2181. N.E. 1/4 of Section Lot
15, Township 12, Parcel "C". District of New Westminster B.C.

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

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

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

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

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: ~~HERE~~ *Agreement for Sale, Income for season.*
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: *Victory J. Laaksonen.*
Haney B.C.
9. IF FARM LAND STATE CROPS SOWN: *Strawberries.*

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: *See page 1, Section 2.*
2. LANDLORD'S NAME AND ADDRESS: *none*
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: *none*
4. STATE WHEREABOUTS OF LEASE: *none*
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) *none*
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: *none*

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: *none*
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS *2 Cats*
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY *none*

4. INSURANCE CARRIED ON ABOVE PROPERTY: none
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: none
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) none
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) \$5.00 War Savings Certificate. In owners possession
8. BANK ACCOUNTS: Bank of Montreal, Haney B.C. Account No. 5354.
9. LIFE INSURANCE: none
10. INTEREST IN ANY ESTATES OR TRUSTS: none
11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none
2. TRADE DEBTS: none

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

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

Dated this 30th day of April 1942. J. Oikawa

(Signature) _____

T. P. Williams
Witness

FOR DEPARTMENTAL USE _____

INFORMATION FROM R.C.M.P.

Date Oct. 22/43

File No. 6983

All Name CIKAWA

Yocmon
(Surname in Block Letters)

Age Apr. 16, 1893

Registration No. 13699

Male - Female
(check)

Former Address 21st Ave., R.R.#1, Merrick, BC

Date Evacuated 19/9/42

Naturalized - Canadian-Born - National
(check)

Present Address Timor Creek, Stocan, B.C.

Hearst, Ontario.

Married - Single
(check)

Name of Mother (ONIDERA) Chijaro

Names of Children under 16 See Over

Name of Wife (ONIDERA) Yashige

Name of Husband Yajiro (Dad)

Name of Father Yajiro (Dad)

Registered with Custodian (Yes or No)

Requested by (Signature)

Additional Information Shingle Cutter & Strawberry Farmer

Owner of 11 acres - 1 house

DATE NOV 26 1948

FILLED BY

Articles of Agreement

R.A. Hirst

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

BETWEEN

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

hereinafter called the "Vendor" of the one part

AND

Y. OIKAWA of Port Haney, aforesaid Province, Farmer

hereinafter called the "Purchaser" of the other part.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the Municipality of Maple Ridge Province of British Columbia, and more particularly known and described as ~~but~~ the Southerly Ten (10) acres inclusive of such portion as may be finally required for road purposes, of Part Thirty acres more or less of the East half of the N.E. quarter of section fifteen (15) Township Twelve (12) to which parcel of land has been assigned the letter "C", Land Registry Office, New Westminster B.C., the parcel herein referred to being shown on sketch ~~not Blacknumbered~~ hereto attached.

~~to be situated at Port Haney, B.C.~~

~~to be situated at Port Haney, B.C.~~

~~to be situated at Port Haney, B.C.~~

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

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

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

Taxes

Insurance

Incum-
brances

Purchaser's
Address

Title

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

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned:

AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this year's taxes and charges from date of this Agreement: PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of _____ per cent. per annum from the date of such payment being made by the Vendor.

~~AND the Vendor shall insure the said buildings with fire and theft insurance to the amount of _____ with interest payable to~~

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

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

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, and the surrender of this Agreement, the Vendor does COVENANT with the Purchaser, to convey and assure, or cause to be conveyed and assured, to the Purchaser, by a good and sufficient Deed in fee simple, ALL the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED and DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments,

but subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to repossess, re-sell and convey the said lands to any Purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at

Port Haney, B.C.

or at such other address as the Purchaser shall from time to time specify in writing to the Vendor. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale and in the lands herein described to any person whomsoever; and it is agreed that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

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

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

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

Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED
BY THE VENDOR IN THE PRESENCE OF

W.W. Walkem
Agent
Ladysmith, B.C.

"V.J. Laaksonen" (Seal)

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER IN THE PRESENCE OF

"W.B. Piers"
Haney B.C.
Bank Manager

"Y. Oikawa" (Seal)

I HEREBY CERTIFY that on the eighteenth day of October 1937

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

FEBRUARY 4, 1943.

For the
Secretary
or other
Officer of a
Corporation

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

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

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

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

**Declaration
of Witness**

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

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

the part _____ thereto, for the

purposes named therein.

2. The said instrument was executed at _____

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

of the full age of twenty-one years.

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

SWORN before me at _____

in the Province of British Columbia, this _____

day of _____

19 _____

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

Dated October 12th 1937

VICTOR J. LAASONEN.....

TO

Y. OIKAWA.....

R.C.L. FORM NO. 11

Agreement

FOR SALE OF LAND

See Part 10 acres of part 30
acres of E $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of
Sec. 15, Tp. 12, N.W.D.
Maple Ridge.

W.W. WALKER CO. LTD.

LADYSMITH B.C.

NOTE: COOPER & LATTIN LTD., 4 LEGAL FARM PRINTERS
726 BETHUNE STREET, VANCOUVER, B.C.

For
Attorney

Registered
No.

I HEREBY

at

of

and acknowledge

the maker the

DATE PAID

Feb. 1938

7th

PRINCIPAL

150.00

INT.

25.00

PAID TO

"V.J.L."

"V.J.L." p.R.S.

"V.J.L."

22.50

"V.J.L."

"V.J.L."

May 1940

4th

Apl. 1941

20th

100.00

350.00

47.50

**Declaration
by Attorney**

I, _____ of the _____ in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.

2. At the time of the execution of the said instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at _____

in the Province of British Columbia, this _____

day of _____

A.D. 19 _____

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

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

FARM LEASE

EXHIBIT No. 1004-6
DATE NOV 28 1943
FILLED BY R. J. Christie

THIS INDENTURE made in duplicate the 27th day of May A.D. 1943

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

TOMMY OLSEN of 11st Ave. Vancouver
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

ANTHONY L. BALLANCE

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 Vancouver in the District of New Westminster and Province of British Columbia, and more particularly described as:

**Lot One (1) of Block 6 of the North East quarter of
Section Fifteen (15) Township Twelve (12)**

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of nine (9) months to be computed from the first day of May A.D. 1943 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 One hundred and fifty (\$150.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to 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:-

Three quarter ($\frac{3}{4}$) acre strawberries

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

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good 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 \$ **75.00** per annum.

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

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

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

Signed, Sealed and Delivered by

YOUNG OLKANA and ANTOINE L. TAILLEFER
in the presence of

Y. Olkano

M. Fletcher

a Taillefer

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

Sworn before me at Mission City in
the Province of British Columbia

this twenty-seventh day of May
A. D. 1942

M. Fletcher

A Commissioner for taking affidavits
within British Columbia.

This Indenture

Made the 8th day of September in the year of our
Lord one thousand nine hundred and forty-four.

In Pursuance of the "Short form of Deeds Act"

Between

VICTOR JOHN LAKSONEN, Miner,
of the City of Ladysmith,
in the Province of British Columbia.

Insert full Name,
Street Address and
Occupation of
Grantor and of
Grantee.

(hereinafter called the "Grantor")

AND

YOHANN OIKARINEN, Farmer,
formerly of Port Haney, in the Province
of British Columbia,
now of Lemon Creek, Slocan, in the
Province of British Columbia.

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of Six Hundred (\$600.00) _____

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, DOTH GRANT unto the said Grantee, his heirs and assigns FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, in the Province of British Columbia, and known and described as Lot One (1) of Parcel "C" of the North East quarter of Section Fifteen (15) Township Twelve (12) Map Six Thousand and Sixty (6060) in the District of New Westminster.

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 the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; Subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said Grantor Releases to the said Grantee All His Claims upon the said lands.

WHEREVER the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Signature of Witness } *W. W. Walker*
Street Address } *First Avenue*
City or Town } *Ladysmith, B.C.*
Occupation of Witness } *A Notary Public in and for the Province of British Columbia*

Victor J. Chapman

FOR MAKER

I HEREBY CERTIFY that, on the *eleventh* day of *September* 1944, at *Ladysmith*, in the Province of British Columbia, *Victor John* (who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part y, that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at *Ladysmith*, in the Province of British Columbia, this *--11th--* day of *September* in the year of our Lord one thousand nine hundred and *forty-four*.

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

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

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA }
TO WIT: }

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

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

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

6985

Victor Jahn Teaksonen
(Signature)

6985.

REGISTERED MAIL

September 8th, 1944.

Mr. V. J. Leaksomen,
Box 182,
Ladysmith, B. C.

Dear Sir:

Catalogue No. 592 - 45 - 21st Avenue, Maple
Ridge, B. C. Lot 1 of Parcel "C" of the
H.E. 2 of Sec. 15, Tn. 12, Map 6060, N.W.D.

Your letter addressed Ludwig Dreger was referred to this office. It is correct that the Japanese interest in the above described property was offered for sale and an agreement made with Mr. Dreger to purchase same. The understanding was that the Bank would hold the purchase price pending production of the Deed.

The Custodian has not overlooked your interest in the property as unpaid Vendor. We hold on file your statement of claim in the sum of \$290.00 principal, and \$70.25 interest at 5% up to September 15th, 1944, which amounts to a total of \$320.25. We enclose herewith a Deed in duplicate, conveying this property to Yeemon OIKAWA, which we would request you to sign before a Notary Public in accordance with the pencilled instructions. Upon receipt of this Deed, we will be glad to send you a cheque in the sum of \$320.25.

This is naturally a preliminary step to conveyance to the new purchaser, and we therefore would appreciate your speedy return of these documents.

Enclosed find stamped addressed envelope with additional stamp for registration.

Yours truly,

D.A. Gramer
Examiner

DAC:JS
Encls.

P. S.

We enclose the third copy of the Deed which you may keep for your files.

6985

September 8, 1944.

Mr. Ludwig Dreger,
R. R. #2,
Thornhill, Manitoba.

Dear Sirs

Re: Catalogue No. 592,
45 - 21st Avenue,
Maple Ridge, B.C.
1/C/NE15/12/6060.

Your letter of September 2nd, 1944 with
enclosure from V. J. Laaksonen, has been received.

It is correct that Mr. Laaksonen was the
registered owner of the above property having sold under
Agreement for Sale to Yoonon OIKAWA. The Custodian was
aware of Laaksonen's claim as unpaid vendor which is being
duly taken care of. The usual procedure of clearing title
is being followed and title to this property will issue
in your name clear of encumbrances. As soon as registration
is fully completed statement of adjustments will be forwarded
to you as stated in our letter to the Bank of Montreal.

We trust that this letter will satisfy your
concern in this matter.

Yours truly,

A. G. McArthur,
Administration Department.

AGM:AS

EXHIBIT No. 1202-10DATE NOV 26 1944

FILLED BY

K. A. G. HirtleREAL PROPERTY SUMMARY

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

CATALOGUE NO: 592.

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

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

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

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

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

CLASSIFICATION: This is a small Berry Farm with Dwelling and out-buildings. The Custodian's representative reported September 17th, 1942, that this property had an area of 10 acres of which $1\frac{1}{4}$ acres were cleared, and planted to the following crops: $\frac{3}{4}$ acre strawberries, 4 small fruit trees.
1 - $1\frac{1}{2}$ storey 5 room dwelling, in fairly good condition. 1 packing shed 14' x 20' Fair. 1 woodshed 14' x 14' Poor. 1 bath house 12' x 14' Good.

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

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

This collection has evidently been overlooked.

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

1944.

Page 2.

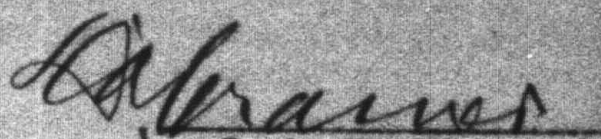
File No. 6985.

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

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

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

May 6th, 1946.


D. A. CRAMER.

DAC:JS

Date... June 16, 1944...

REAL PROPERTY MEMORANDUM

File No. 6985

Name... OIKAWA, Yoemon... Registration No. 13699

Re: Catalogue No. 592

Address: 45 -21st Avenue, Maple Ridge

Legal Description: Lot 1, Parcel "C", NE $\frac{1}{4}$, Sec. 15, Tp. 12, Map 6060, Municipality of Maple Ridge.

TITLE AND ENCUMBRANCES.

✓ A. Certificate of Title No. 125522-E Whereabouts:

Registered owner: Victor J. Laaksonen Reg. No.

Property: Lot 1 of Parcel "C", NE $\frac{1}{4}$, Sec. 15, Tp. 12, Map 6060, Municipality of Maple Ridge in the District of New Westminster.

B. Charges.
Registered: nil

Vesting: 26373

Unregistered: Agreement for Sale to Y. OIKAWA, Reg. #13699
balance \$250.00 plus Interest \$67.00 to June 12, 1944.
Vendor - located at Box 182, Ladysmith.

Taxes: Current 25¹³ Arrears 57.24 plus interest paid 25/7/44

Water: nil

Insurance: NW205942 - \$500.00. Expires August 25, 1945.

Assessed Value: Land:

Improvements:

✓ Valuation by Appraiser: \$1300.00

✓ Amount of Bid: \$1300.00

Approved by Advisory Committee: June 14, 1944.

Paid as shown in attached letter: Bank draft for \$1,300.00 payment in full held by the Bank of Montreal, Honey, B. C.
Name of transferee as attached letter: Ludwig Dreger, Thorne Hill, Manitoba

ADMINISTRATION.

Tenancy: Monthly tenure (state consideration & whether including or excluding furniture or equipment)

Leasehold: (State period, consideration & unusual clauses and whether including or excluding furniture or equipment)

Lease: February 1, 1944 to January 31, 1945 to Maise Taillefer, consideration - \$50.00.

Chattels: Particulars of those stored on the premises.

Considerable still on the property.

Named Agent:

W. E. Anderson

W. E. Anderson

R.R.2

Thornhill, Man. Sep. 2, 1944

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

| | |
|----------|-----------------|
| Rec'd | SEP 7 1944 |
| File No. | 6985 |
| Ans. | W. J. Laaksonen |
| Refered | W. J. Laaksonen |

Dear Sir:

Re: Catalogue No. 592 File No. 6985
45 - 21st. Avenue
Maple Ridge B.C.
1/C/NE 15/12/6060

In the above connection I have, through Bank of Montreal
Haney B.C., advice that deeds were registered in my name and that
statement of adjustments will be forwarded me in due course.

I enclose for your information a letter which I have
just received from one, V.J. Laaksonen, which I am at loss to under-
stand. I will appreciate your advise in the matter.

Yours truly

Ludwig Dreger

Ladysmith, S.C. Aug. 27th 1944.

Mr. L. Dreger
R.R. 2.
Thornhill, Manitoba
Manitoba.

Dear Sir:-

I am unknown to you. I visited at Port Laney in first part of July at Mr. Erickson's farm. He told me that Mr. Hal Menzies sold to you Japanese man, Mr. Y. Oikawa's 10 acres of land just along side of his, Mr. Erickson's, land. Is this report right? That property was confiscated by Custodian, as rest of Japanese properties in S.C. I sold that property to Mr. Y. Oikawa ~~February 12th~~ October 12th 1937 \$600.00 price, which he paid down \$150.00, with 5% interest. February 10th 1943 as this property was turned to Custodian he owes me yet \$308.66. I am still real registered owner of that property. Custodian did not send me DEED to sign it, nor that balance of that debt. Now I beg your reply to let me know, if you paid that property in full?, and who signed the deed? Or did you have the title of Mr. Hal Menzies or somebody else?

Take notice that I am willing to copy your letter and send a copy to Custodian while I will & reconnoitre this case from Custodian's Office Vancouver, S.C.

I add 4 cents stamp for reply.

Sincerely yours.

V.J. Laaksonen
V.J. Laaksonen
Box 182,
Ladysmith, S.C.

| | |
|----------|---------------|
| Rec'd | SEP 18 1944 |
| File No. | 6985 |
| Ans. | <i>Grauer</i> |
| Replied | |

Ladysmith, B.C. September 16th 1944.

Canada
Department of The Secretary of State
Office of Custodian
506 Royal Bank Bldg.
Vancouver, B.C.

D.A. Grauer
Dear Sir:-

File No. 6985
Catalogue No. 592.

Your letter Sept. 14th receive and \$320.25 Cheque in it
for Final Payment of 10 acres of Land of

Re:- Yoemon Oikawa
Lot 1 of Parcel "C" of N.E. 1/4 Sec. 15.
Twp 12, Map 6060, Mun. Maple Ridge.

I expres to You my sincerely thanks.

Yours truly:

Victor J. Mackenzie

File No. 6985, Catalogue No. 592

Ladysmith, S.C. Sept. 15th 1944

Received

of

Custodian of Re:- Yoonon Oikawa, Lot 1 of
Parcel "C" of N.E. 1/4 of Sec. 15, Twp. 12,
Map 6060, Mun. of Maple Ridge.

Principal \$250. & Interest \$70.25 as Final Payment.

Dollars

\$ 320.25

for

Victor John Jackson

File No. 6983.
Catalogue No. 992.

July 21st, 1944.

MEMORANDUM

TO: Mr. K. W. Wright

FROM: Mr. D. A. Cramer

Yoonen OIKAWA - Reg. No. 13699
Municipality of Maple Ridge
Lot 1 of Parcel "C" of the N.E.
1/4 of Sec. 15, Tp. 12, Map 6060,
B.C.W., Certificate of Vesting
Number 2573.

We enclose herewith the following documents in connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate..... LUDWIG BUCHER.
4. Copy of letter showing to whom sold and price paid for the property.
5. Memorandum from the Administration Department confirming valuation, and approval of Advisory Committee.

Certificate of Indefeasible Title No. 125522-E - whereabouts unknown.

A. Cramer

DAC:JS

File No. 6985.
Catalogue No. 592.

November 3rd, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Yosmon OIKAWA
Hun. of Maple Ridge
Lot 1 of Parcel "C" of the N.E.
¼ of Sec. 15, Tp. 12, Map 6060,
N. W. D.

With reference to the above property which was recorded in the New Westminster Land Registry Office, dated September 13th, 1944, we attach herewith the following documents in connection therewith.

1. Copy of application number 177574-E, dated September 13th, 1944, registering Deed from Victor John Laaksonen to Yosmon OIKAWA.
2. Copy of application number 177575-E, dated September 13th, 1944, registering the property in the name of the Custodian (Transmission).
3. Copy of application number 177576-E, dated September 13th, 1944, registering the property in the name of Ludwig Dreger (Deed).
4. Duplicate of Deed dated September 8th, 1944.
5. Duplicate of Transmission dated July 28th, 1944.
6. Duplicate of Deed dated July 28th, 1944 - Secretary of State to Ludwig Dreger.
7. Certificate of Indefeasible Title No. 177576-E, dated October 25th, 1944, covering the above property in the name of Ludwig Dreger.

DAC:JS
Atch.

H. H. H. H.

16th June, 1944.

Hal Messier Esq.,
Honey, P.C.

Dear Sir:

Anderson
Re: Catalogue No. 592
45-21st Avenue,
Maple Ridge, B.C.

Referring to your letter of May 31st in which you offer the sum of \$1,300.00 for the above property on behalf of your client, Mr. Ludwig Dreger.

No acceptable tenders having been received on this property we are not prepared to recommend the acceptance of your offer.

This will acknowledge receipt of your cheque for \$10.00 and shall be glad if you will forward us a certified cheque for the balance of the purchase price, namely \$1,300.00. — 1790 00

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the Transferee is a British subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you, after which the documents will be submitted for registration.

The tenant will then be advised that the property has been sold, subject to the existing tenancy and your client will then be in a position to assume control of this property.

For your information these premises are under lease to Mr. M. Taillefer from February 1st, 1944 to January 31st, 1945 for the consideration of \$50.00.

Yours truly,

F. G. Shears,
Director.

POST OFFICE DEPARTMENT
ADMINISTRATION DES POSTES
CANADA

This side to be filled in by office of origin
La recte est à remplir par le bureau d'origine

REGISTERED ARTICLE
Envoi recommandé

ENTERED AT THE OFFICE OF
Remis au bureau de poste de

DATE

UNDER NO

23091

ADDRESS TO: Ludwig Dreger

45 - 21st Ave., RR #1,

AT WHONOCK, B. C.

200-22800-10-6-43

ACKNOWLEDGMENT
AVIS DE RÉCEPTION

Date et
Témoin

To be filled in by reader who will
inscribe below his full address

A remplir par l'expéditeur qui doit
inscrire ci-dessous son adresse
complète

RETURN TO
Retourner à

Custodian Office

506 Royal Bank Building
Vancouver, B. C.

STREET AND NUMBER

(1) Vancouver, B. C.

PLACE OF ORIGIN OF REGISTERED ARTICLE
Lieu d'origine de l'objet recommandé

(1) IN PRINTED CHARACTERS
En lettres imprimées

CANADA



atalogue No. 592
File No. 6985
45 - 21st Avenue, Maple Ridge
1/C/NE 15/12/6060

February 28, 1945.

LUDWIG DIEGER
(purchaser)

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at June 14th, 1944)

| | DEBIT | CREDIT |
|---|-------------------|-------------------|
| Purchase price | \$1,300.00 | |
| Cheques received | | \$1,300.00 |
| <u>Amount of rent collected</u> | | |
| June 14th to June 30th - 16/30 x \$4.17 | | 2.22 |
| July, Aug., Sept. - 3 mos. @ \$4.17 | | 12.51 |
| Registration fees on deed - \$1,300.00 | 6.85 | |
| Insurance premium - 38% x \$10.00 | 3.80 | |
| Purchaser's proportion of 1944 taxes - 200/365 x \$25.13 | 13.77 | |
| Balance owing by purchaser | | 9.69 |
| | <u>\$1,324.42</u> | <u>\$1,324.42</u> |

BALANCE OWING BY PURCHASER \$9.69

6985

February 28, 1945.

Mr. Ludwig Dreger,
Thonneck, B. C.

Dear Sir:

Re: Catalogue No. 592
45 - 21st Avenue
Maple Ridge, B. C.
1/C/NEt 15/12/6069

Title to the above described property has been received by this office registered in your name and is now ready for delivery. Relevant insurance policy No. 205942 North West Fire Insurance Company which has been assigned to you is attached.

Adjustments as of June 14, 1944 have been calculated as shown on the enclosed sheet and a balance of \$9.69 is charged to you.

Kindly sign the attached control receipt and return it to this office with your cheque for \$9.69 upon receipt of which certificate of title will be mailed to you immediately. We request that you also sign and return attached chattel release in order that any Japanese effects still on the property may be removed by the Custodian.

Yours truly,

George Peters,
Administration Department.

GP:MA
Encs.

Catalogue No. 592
File No. 6985
45 - 21st Avenue, Maple Ridge
1/C/NE 15/12/6060

Control of property covered by Certificate of Title No. 177576-E is by me hereby acknowledged and I agree that all adjustments and incidents in connection with the sale to me of this property have been settled.

Dated at _____ this _____ day of _____ 1944.

Ludwig Heger

Return to the Custodian

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

Dear Sirs:-

Re: 45 - 21st Avenue, Maple Ridge

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

Ludwig Dreger Signed

Copy for purchaser

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

Sun Life Insurance
Company's Agencies

Office Phone 105

The Oldest Established Agency in the District

Residence Phone 63M

Hal Menzies

REAL ESTATE and INSURANCE

Notary Public

Conveyances

Loans and Appraisals

.. HANEY, B.C. ..

EXHIBIT No. 1302-9
DATE NOV 26 1948
FILLED BY H. G. Christie

Rec'd JUN 5 1944
File No. 6985
Ans. FRUIT
Referred HARRIS

May 31, 1944.

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

Dear Sir:

On behalf of a client, Ludwig Dreger,
Farmer of Thorne Hill, Manitoba, we wish to submit
an offer of \$1300.00, cash, for the property described
in your catalogue of Properties for Sale as
Number 592, being Number 45 on 21st Avenue, and the
Legal Description being: Lot 1 of Block C, of the
N.E. $\frac{1}{4}$ of Section 15, Township 12, Map 6060, Maple
Ridge Municipality, in the District of New Westminster.

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

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

Yours truly,

Hal Menzies

HM:MF
Encl.

*P.S. This offer is subject to a
commission of 5%.*

Academy

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

Sun Life Insurance
Company's Agencies

Office Phone 105

The Oldest Established Agency in the District

Residence Phone 6344

Hal Menzies

REAL ESTATE and INSURANCE

HANEY, B.C. EXHIBIT No. 1502-9

DATE NOV 26 1944

FILLED BY

K. A. Blair

Notary Public

Conveyances

Loans and Appraisals

April 27, 1944.

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

Dear Sir:

Tender, Catalogue No. 592

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

Catalogue No. 592. No. 45, 21st. Ave.,
Lot 1, of Lot C. N.E. 1/4, Sec. 15, Twp. 12,
Map 6060.

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

Yours truly,

H. Menzies

HM/vs
Incl. \$70.00

| | |
|----------|--------|
| Rec'd | 1-5-44 |
| File No. | 6985 |
| Ans. | any |
| Referred | |

6985

March 26th, 1945.

Mr. Yemon OIKAWA,
Registration No. 13699,
Lemon Creek,
Elocan, B. C.

Dear Sir:

Re: Catalogue No. 592
45 - 21st Ave., Maple Ridge
Lot 1 of Parcel "C" of N.E. 1/4
of Sec. 15, Tp. 12, Map 6060.

Please be informed that the above property has been sold as of June 14th, 1944, for the sum of \$1300.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, less expenses, up to the mentioned date, have been credited to your account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of this sale appears on an attached statement, and the proceeds have been credited to your account. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH
Enc. (2)

c. c. B. C. Security Commission

STATEMENT RE SALE OF:

Name: OIKAWA, Yoonon

Catalogue No: 592

File No: 6985

Street Address: Maple Ridge,

Reg. #13699

Legal Description: 1/4th S.E. 1, 15/12/6060

Date of Sale and Adjustments June 14/44 ✓

Sale Price \$ 1300.00

~~Real Estate Agents Commission~~ \$

Charge for Valuation 7.50

Charge for Advertising 4.00

Land Registry Office Transmission Fee 8.00

Encumbrances:

Unpaid Vendor 320 .25 ✓

~~Mortgage~~~~Amount of Money~~~~Other Charges~~

Adjustments:

Fire Insurance 3.80

Taxes 13.77

Water

\$332.75 \$ 1317.57

Net Proceeds credited to your account

977.82

March 24th, 1945.

Date:.....

Mr. George Peters

Compiled by:.....

STATEMENT RE SALE OF:

Name: OIKAWA, YOSHIO

Catalogue No: 592

File No: 6985

Street Address: Maple Ridge,

Reg. #13699

Legal Description: 1/4th Cth N.E. 1/4, 15/12/6060

Date of Sale and Adjustments June 14/44

Sale Price \$ 1300.00

~~Proceeds of Sale~~ \$

Charge for Valuation 7.50

Charge for Advertising 4.00

Land Registry Office Transmission Fee 8.00

Encumbrances:

Unpaid Vendor 320 .25

~~Mortgage~~~~Assessment of Taxes~~~~Other Charges~~

Adjustments:

Fire Insurance 3.80

Taxes 13.77

~~Other~~\$339.75\$ 1317.57

Net Proceeds credited to your account

977.82

March 24th, 1945.

Date:.....

Mr. George Peters

Compiled by:.....

File No. 6985

STATEMENT OF ACCOUNT
Yoemon OIKAWA - Regn. No. 13699

28th July, 1948.

| <u>Date</u> | <u>Particulars</u> | <u>Debit</u> | <u>Credit</u> | <u>Balance</u> |
|-------------|---|------------------|---------------|----------------|
| 1945 | Balance as per statement sent March, 1945 | | \$917.41 | |
| May 9 | Settlement of claim, M. Furuya Co. " " " Isamu UJIMOTO | \$49.68 47.67 | | |
| 1946 | | | | |
| March 8 | Cheque to Yoemon OIKAWA | 100.00 | | |
| Apr. 3 | " " " " | 85.00 | | |
| Apr. 8 | " " " " additional remittance | 85.00 | | |
| Apr. 29 | " " " " | 85.00 | | |
| June 4 | " " " " | 85.00 | | |
| Aug. 3 | " " " " | 85.00 | | |
| Aug. 28 | " " " " | 85.00 | | |
| Oct. 2 | " " " " | 85.00 | | |
| Oct. 29 | " " " " | 85.00 | | |
| Nov. 22 | " " " " | 40.06 | | |
| 1948 | | | | |
| Mar. 1 | Redemption of Maple Ridge Co-op. Exchange shares (10) | | 12.78 | |
| June 3 | Cheque to Yoemon OIKAWA | <u>12.78</u> | <u>12.78</u> | |
| | | \$930.19 | \$930.19 | 0 |

4155 Cambridge St. 21A
Vancouver B.C.
April 29/44

The Custodian
506 Royal Bank Bldg.
Vancouver

(592)

Dear Sir

I wish to tender for the following
property catalogue no. 592. Ten
acres 45-21 avenue. lot 1
plan 6060 at \$1000. I will
pay four hundred dollars
cash for the above property.

| | |
|----------|---------|
| Rec'd | 4-30-44 |
| File No. | 6985 |
| Ass. | Army |
| Referred | |

yours truly
Colin Low

COPY

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

Dept. of Sec. of State,

Dear Sirs:

Please find below Appraisal value of the
following property

No. 592. Lot 1 C, NE $\frac{1}{4}$, Sec. 15, Tp. 12.

There is a 5 roomed house on this property
of frame construction. It has good sized rooms lined
with shiplap. No plumbing, water supply from well.
10 acres of Alder bottom with some 2nd growth fir.

| | |
|----------------|-----------|
| Value of House | \$800.00 |
| Value of land | 500.00 |
| Total value | \$1300.00 |

"Wa. H. Ansell"

Appraiser.

FIRE INSURANCE SUMMARY

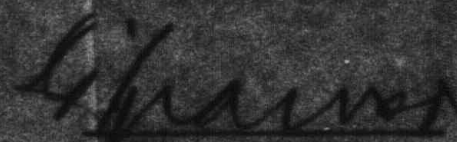
File No. 6963.

Yoshio OIKAWA - Reg. No. 699.

The above named Japanese declared this JP Form, signed April 22nd, 1942, that he held North Westfire Insurance Co., Policy No. 199817 - \$500.00, covering midwelling, Expiring July 25th, 1942. This Policy was renewed expiry date by North West Insurance Co., Policy No. 2059, expiring July 25th, 1943, and was transferred to Ludwig Drege

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

May 6th, 1946.


D. A. CHAMER.

DAC:JE

[illegible]

LIABILITY SUMMARY

File No. 6985.

Yosemon OIKAWA - Reg. No. 13699.

The above named Japanese declared on his JP Form, signed 30th April, 1942, that he had no Personal or Trade Debts.

However, the following claims were lodged against him:

| | | |
|---------------------|-------------------------|------------------------|
| On April 9th, 1942 | Isamu UJIMOTO | - \$47.67 Paid. |
| On Aug. 13th, 1943 | Consumers Co-Op. | - 38.75 Denied 1/5/45. |
| | Ass'n Webster's Corners | - 49.68 Paid. |
| On April 24th, 1945 | M. Furuya Co. | - 49.68 Paid. |

On May 1st, 1945, Yosemon OIKAWA wrote instructing the Custodian to pay Isamu UJIMOTO'S account for \$47.67 and M. Furuya Co.'s account for \$49.68. These were paid by cheque on May 5th, 1945.

Respecting the Consumers Co-Op. claim for \$38.75, Yosemon OIKAWA writes as follows:

"Regarding claim of \$38.75 by Consumers Co-Op. Ass'n., I have not dealt with them since about 7 years ago when I cleared all accounts with them".
The Co-Op. Ass'n. was advised that Yosemon OIKAWA did not admit owing them anything and they were advised to contact Yosemon OIKAWA direct.

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

May 6th, 1946.


D. A. CRAMER.

DAC:JB

Catalogue No. 592

File No. 6985

Name: Yoemon OIKAWA

Reg. No. 13699

Civic Address: 45 - 21st Avenue, Maple Ridge, B. C.

Legal Description: Lot 1 of Parcel "C" of the North East quarter of Section 15, Township 12, Map 6060, Municipality of Maple Ridge, in the District of New Westminster.

Classification: Dwelling and outbuildings.

..SOLD..

Registered in the name of: Victor J. Laaksonen

Encumbrances: Agreement For Sale Victor J. Laaksonen to Yoemon OIKAWA. Balance owing - \$250.00 plus interest of \$67.00 to June 12th, 1944.

Sold to Mr. Ludwig Dreger for the sum of \$1,300.00 (cash) as of June 14th, 1944.

Encumbrances cleared from proceeds of sale of property.

Title delivered to registered owner March 8th, 1945.

Claims: Nil - See memo dated April 24th, 1945.

Chattels:

March 17th, 1945

PERSONAL PROPERTY SUMMARY

File No. 6985

21st November, 1946.

Re: Yoemon OIKAWA - Reg. No. 13699

CHATELS: The above Japanese registered with this office on the 30th April, 1942, and at that time declared he had no chattels. On the 17th Sept. 1942 our fieldmen inventoried his property on which there were a quantity of chattels of low sale value. The tenant on the property signed his responsibility for them and OIKAWA signed a copy of the inventory. A cabinet gramophone was left on the property marked as belonging to J. SEKO, File No. 6959.

When our fieldmen visited the property with a view to removing saleable goods to auction, it was decided that none were worth the expense of handling.

SPECIFIED ARTICLES: This file reveals no specified articles.

BONDS & INVESTMENTS: OIKAWA declared owning a \$5.00 War Savings Certificate but this was not brought under control by the Custodian.

BANK ACCOUNT: OIKAWA also declared a bank account at the Bank of Montreal, Haney, but this was not brought under control by the Custodian.

This file reveals no other personal property.

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



/HA

File No: 6985

Name: Yoemon OIKAWA

Reg. No: 13699

Address: 2975 Dewdney Trunk Rd., Whonnock, B. C.

OFFICE OF THE
JAPANESE SECTION
RECEIVED
NOV 24 1942

October 13, 1942

Coffey

INVENTORY OF CHATELS LEFT ON PROPERTY

In house downstairs

| | |
|---------------------------------------|-------------------------------------|
| 2 straw mattresses | 4 lunch kits with thermos bottles |
| kitchen table (lge. with cover, hm) | carpenter's square |
| 7 benches | hammer head |
| ironing board (sml. hm) | shoe box (hm) |
| box (cont. 2 sml. Jap. dolls) | cross cut saw handle |
| lamp holder, reflector | candy pail |
| 4 kitchen chairs | tin (cont. 10# beans) |
| baby buggy (wicker) | sml. quantity stove wood |
| wheelbarrow | Good Cheer kitchen range |
| bucket and rope | 3 frying pans |
| sml. cedar cabinet (hm) | coffee pot |
| suitcase | wooden tub |
| 1 1/2 rolls building paper | 6 tea pots (2 sml.) |
| 1 shovel | cooler (hm) |
| 1 DB axe | 2 2 qt. sealers |
| 1 sledge hammer | 4 1 qt. sealers |
| 1 peavey | 2 1 pt. sealers |
| 1 cross cut saw | box (4 metal trays and sml. dishes) |
| 1 rake | 2 biscuit tins (empty) |
| 6' logging chain | 1/2 doz. cups |
| 2 3' chains with hooks | 2 pots (with handles) |
| 1 1 gal. tin (empty) | wash basin |
| 1 ctn. (cont. misc. NV) | porcelain kitchen sink |
| heater, galv. protection pad | 2 soup ladles |
| 4 sml. tables, 2 oilcloth covers (hm) | wicker basket |
| 1 sml. table (cont. Xmas decorations) | water dipper |
| 2 lamps (no chimneys) | 15' 1/4" rope |
| wooden seat (hm) | broom |
| 33 sake bottles | wire stove toaster |
| 2 hanging lamp holders | ctn. (cont. old clothes) |
| clothes drier, rope, 2 pulleys | 2 beds and mattresses (hm) |
| ctn. (cont. old clothes) | sml. table (with drawer) |
| fishing rod (steel) | pr. of hair clipper |
| umbrella (gents) | 5 stiff collars |
| pr. gum boots | sml. metal vase |
| lantern | 2 lady's hats |
| bread tin (hm) | razor strop |

File No: 6985

October 13, 1942

Name: Yoemon OIKAWA

Reg. No: 13699

INVENTORY OF CHATTELS CONTINUED

lge. quantity of misc. books
sml. basket (Xmas decorations)
sml. basket (empty)
bdle. cotton padding
ctn. (cont. marbles)
2 beds, springs, 1 mattress
sml. cabinet
sml. school suitcase
ctn. (cont. rags)
box (2 toy boats, misc. books)
sml. quantity misc. books
Japanese Album of war pictures
ctn. containing books
2 sml. files
1 doz. bicycle spokes (new)
alum. measuring cup
2 sml. white ashtrays
3 Gaff hooks (no handles)

In house upstairs

1 bed and spring
3 cross cut saws
1 cross cut saw (broken)
3 DB axes
1 house jack
1 bent shovel
bag (cont. 15# cement)
wrapped burlap parcel (unknown)
sack (cont. 20# nails)

In house upstairs (continued)

sml. box (cont. nails)
2 bicycle wheels and 1 tire
1 berry tray
box (cont. bicycle accessories,
and 2 garden trowels)
sml. garbage tin

4 boxes (empty)
sml. quantity of tar paper
5 blackout window blinds (hm)

Outside

block at well and galv. sink
radio aerial on house
saw vise (hm)

In Bathhouse

3 buckets
box cont. seeds
2 barrels cont. 5 sake bottles, 10
whiskey bottles)
3 glass jugs with handles
3 boxes (cont. sake bottles)
2 2 qt. sealers
sml. lantern
3 1 qt. sealers
2 5 gal. oil cans
1 5 gal. coal oil tin
sml. bdle of shingles
2 brooms (old)
1 trowel
2 prs. gum boots
1 pr. logging boots
14 shake blocks

In Woodshed

1 cord, stove wood
2 ladders (hm)

Under house

2 prs. logging boots
2 whipple trees

File No: 6985

October 13, 1942

Name: Yoemon OIKAWA, #13699

INVENTORY OF CHATTELS CONTINUED

horse collar, several sm. pcs. of harness
2 wedges
wooden mallet (hm)
5 gal. coal oil tin
4 iron braces
19 Jap. tubs
drum heater
3 sleighs (hm)
crate (cont. sake bottles)
screen door
bicycle fender
sm. quantity heavy lumber
peavey hook (only)
sm. quantity of fire wood

in packing shed

20 berry trays
3 berry screens (hm)

1 gramophone (cabinet) wrapped up, marked as belonging to J. SEKO left
in house.

Jalano #13865.

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

Confirmed:

DATE:

Nov. 29/42

SIGNED:

Y. Oikawa

Please sign and return one copy to the Custodian.

CHATTELS

File No. 6985

Name: Yoemon OIKAWA.

1. For itemized list of chattels included in lease of property see Correspondence File 6985 and inventory dated Sept. 17/42. Also signed inventory of chattels, dated Oct. 13/42.
2. Re owner of gramophone, included in above lists, see Memorandum dated Feb. 1/43.

File No. 6985

| | |
|---------------------|--|
| EVACUATION SECTION | |
| Rec'd MAY 4 1945 | |
| File No. 6985 | |
| Ans. RRR | |
| Referred Richardson | |

LIMON CREEK, B. C.,

May 1st, 1945.

Mr. A. McAlister,
Claims Department,
Office of the Custodian,
Vancouver, B. C.

Dear Sir:

Replying to your letter of April 24th, re
claims filed against me.

I admit claims, 1 and 2, Isamu UJIMOTO-
\$47.87 and M. Furuya Co. - \$49.68 as being
correct and herewith authorize payment of same
out of my credit balance with your office.

Regarding claim of \$38.75 by Consumers
Co-op. Ass'n.. I have not dealt with them since
about 7 years ago, when I cleared all accounts
with them. I do not admit this claim as correct.

In June, 1943, I was informed of claims as
follows:

| | | |
|---------------|---|---------------------------|
| M. Furuya Co. | - | \$49.68 |
| I. UJIMOTO | - | 47.67 |
| Dr. Uchida | - | 15.00 withdrawn by Uchida |

The \$15.00 owing to Dr. Uchida is not listed in
your letter of the 24th. Has this since been
paid? If not, I wish to have this settled out
of my credit balance held in your care.

Thanking you,

Yours truly,

Y. Oikawa
Yoemon OIKAWA,
Reg. # 13699.

cr Blen 917.41
Claims 47.67

Rebilled # 820 -

Peds not pty

DEC 31 1947

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

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

EXHIBIT No. 1302-1
DATE Nov 26-1948 6985
FILED BY J.A. Brewin

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

- (1) NAME OKAWA, YAE MON. (RCMP) Reg. No. 13699
(Print) Surname Given Name
- (2) Pre-Evacuation Address R.R. #1, WHONOCK, BRITISH COLUMBIA.
- (3) Present Address CROWN CREEK, OPARATIKA, ONTARIO.
- (4) REAL ESTATE
- (a) Street Address (if any) No 218 T AVE, R.R. #1, WHONOCK, B.C.
City or Municipality, Province
- (b) Legal description (lot number, block number, section number, etc.)
SECTION No 15 LOT No 15.
- (c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business
(iii) ~~Business~~
(iv) Any other type of property (describe)
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) SOLE OWNER.
- (e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$ 1,150
(ii) Buildings - - - - - \$ 2,500
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ 4,750
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 3,650
(v) Amount at which Custodian sold property and credited your account - - - \$ 1,300
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 3,450
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
No 218 T AVE, WHONOCK, R.R. #1, B.C.
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
HOUSE, SHED, WELL, BRIDGE, BATH,
- (c) How stored or packed at time of evacuation THE CUSTODIAN WAS LOOKING AFTER TIME OF EVACUATION RIGHT AWAY.

(over)

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

CUSTODIAN

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

| | | | |
|-----|------------------------------------|--------------------|--------------|
| 1. | <u>HOUSE</u> | Estimated Value \$ | <u>2,550</u> |
| 2. | <u>LAND</u> | Estimated Value \$ | <u>1,150</u> |
| 3. | <u>BRIDGE</u> | Estimated Value \$ | <u>1,100</u> |
| 4. | <u>WELL</u> | Estimated Value \$ | <u>150</u> |
| 5. | <u>BERRY</u> | Estimated Value \$ | <u>450</u> |
| 6. | <u>FAMILY ALLOWANCE (11 MONTH)</u> | Estimated Value \$ | <u>400</u> |
| 7. | | Estimated Value \$ | |
| 8. | | Estimated Value \$ | |
| 9. | | Estimated Value \$ | |
| 10. | | Estimated Value \$ | <u>4,350</u> |

TOTAL CLAIM FOR PROPERTY LOSS \$ 4,750

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

- (f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e)) - - - - - \$ 4,750

- (6) (a) Place at which claimant prefers to be heard. (b) Do you require the services of an interpreter at the hearing? Yes or no YES
(Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA,

of

TO WIT;

I,

of

of the

in the

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the

of

in the

of

this

day of

A.D. 1947.

A Commissioner &c.

N.B.—THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

*I have received this form on Nov 30 & also
I have been out of home to work, there-
fore, I'm delay to send this right away.*

1 IN THE MATTER OF THE "INQUIRING ACT"

2 PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 99.

3
4 JAPANESE PROPERTY CLAIMS COMMISSION

5
6 BEFORE

7 HIS HONOUR, JUDITH M.A. MILLER, SUB-COMMISSIONER.

8
9
10 Toronto, Ontario,

11 November 26, 1945.

12
13 IN THE MATTER OF THE CLAIM OF

14 JOSEPH OKAWA

15
16
17 PROCEEDINGS AT HEARING

18
19
20
21 APPEARANCES:

22 H.A. CHURCHER, ESQ., K.C.,

appearing for the
Dominion Government,

23 T.A. BROWN, ESQ.,

appearing for the
Claimant.

24
25 A. SMITH, ESQ.,

Secretary,

26 D.J. HANFORD, ESQ.,

Official Interpreter,

27 A.C. VINTON, ESQ.,

Official Reporter.

28
29
30

Y. Gilman,
MR. EX.

YUNION GILMAN, the claimant herein, being first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. BREWSTER:

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

A. Yes.

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

A. Yes.

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

A. No, there was no such person.

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

A. Yes.

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

A. Yes.

(ORIGINAL CLAIM FORM, MARKED EXHIBIT NO. 1.)

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

A. Yes.

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

A. Yes.

Q. And, are the statements there correct?

A. Yes.

Q. This document entitled Real Estate, Farm Land,

T. Wilson,
Att. Gen.

Q. Now on the claim as you are now presenting it, is that right? Is that your signature (indicating)?

A. Yes.

Q. That will be Exhibit B. There are some changes from the original claim form. In the original form there was some claim under the item of Personal Property for bridge, wall, and barries, I suppose, and that is the heavy crop, and family allowance, all put under the personal items. We are abandoning the claim for family allowance. I do not know how that came in and we have consolidated the other items under the real estate and the total amount of the revised claim is set out in Exhibit B. The value which we are claiming is \$4,500., the fair market value, and sold by the Custodian for \$1,500., so we are claiming \$3,000.

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

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

A. Yes.

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

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

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

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

1 all correct? A. Yes.

2 Q. You built a bridge? A. Yes.

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

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

8 A. No. There is no mistake.

9 Q. Did you have any plumbing in the house?

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

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

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

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

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

19 MR. BROWN: Q. Mr. Ansell does not mention
20 the woodshed, the pecking shed or the bathhouse. They
21 were on the property when you left?

22 A. Yes. They were all there.

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

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

28 Q. Do you know what the date of your evacuation
29 was? A. September 19, 1943.

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

1 at the figure of \$400.7 A. Second growth piling
2 poles and there was a lot of firewood.

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

4 A. Second growth fire.

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

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

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

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

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

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

24 A. It is just an estimate.

25 Q. That is all, thank you.

T. Gilman,
Sr. 22.

CROSS-EXAMINATION BY MR. CHRISTEN:

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

A. That is my signature.

MR. CHRISTEN: I file this as Exhibit 4.

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

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

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

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

A. Over half a year.

Q. Over half a year? A. Yes.

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

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

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

A. Yes.

(AGREEMENT FOR SALE, OCTOBER 12, 1937, MARKED EXHIBIT NO. 3)

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

A. About \$120.

Q. Have you any information on that? Have \$200. I will let you clear that up. I am showing you a farm lease dated May 27, 1942, between you and Antoine L. Taillefer. Is that your signature there (indicating)?

A. Yes. This is my signature, sir.

Y. Sikora,
St. Ct.

1 Q. And you leased this property to Antoine
2 Tailleur?
3 A. I sold the shop to him. I did
4 not rent the house to him.

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

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

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

13 A. I do not know.

14 Q. And he was to give you \$150. for 3 months?

15 A. He bought my shop for the year for \$150.,
16 and he was living in another house.

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

19 A. Yes.

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

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

24 Q. That is all, thank you.

25 RE-EXAMINATION BY MR. HUNTER:

26 Q. I just wanted to try and get straight from
27 you if we can the situation in regard to the agreement
28 for sale. The agreement for sale was made in 1937,
29 and it provided for the payment of \$400. Is that
30 right? A. Yes.

T. Wilson,
Esq.

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

A. Yes.

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

A. Yes.

Q. That payment was made?

A. Yes, that was made.

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

A. I think I have some somewhere.

Q. Perhaps it is not --

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

THE WITNESS: In the end room.

Q. In the other room? A. Yes.

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

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

THE SUB-COMMISSIONER: Is there a personal prop-
erty claim?

MR. BREWIN: No.

-- a short recess.

Y. Gilman claim.

MR. BROWN: I am not pressing this matter of the deduction. The statement shows that they deducted \$200.00 as being the amount due to the vendor from the proceeds of the sale and while the claimant thinks that there was not that much cash on the balance under the agreement there were some other sums which he owed for groceries or something and so I am making no point about that.

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

(CERTIFICATE OF ENCUMBRANCE, MARKED EXHIBIT NO. 7)

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

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

I tender as Exhibit 9 the following offers to purchase. An offer made April 29, 1944, by C. Low, in the sum of \$400.; April 27, 1944, T. Davidson, \$700.; May 21, 1944, L. Drager, \$1,200.

This sale was approved by the Advisory Committee and was sold for \$1,200. to L. Drager.

MR. BROWN: Sold on June 16, 1944.

(Selling and also marked exhibit no. 9)

I, H.A. Miller, Deputy Commissioner, do hereby certify that the foregoing is a true and correct copy of the

and was sold for \$1,500. to L. J. Dwyer.

MR. Dwyer: Sold on June 14, 1944.

I, H. J. Miller, Deputy Commissioner, do hereby certify that the foregoing is a true copy of the evidence heard on the within claim.

H. J. Miller,
Deputy Commissioner.

File No.

6985

DEFENSE BRIEF

Yoemon OIKAWA,
Reg. No. 13699

File #6985

Case #1302

Toronto, Ont.
Nov. 26/48
Case #1302

*One Row
File 6985*

REAL PROPERTY CLAIM - Gross -

| <u>Gross Claim</u> | <u>Appraisal</u> | <u>Sold for</u> |
|---|--|---|
| \$4350.00 Total Revised Claim Exhibit #2 also P.2, line 30 and P.3, lines 1-15 inc. of Transcript | \$1300.00 April 19, 1944 W.H. Ansell | \$1300.00 at Tender as June 14/44 |

NOTE: Claim for
"family allowance"
abandoned as per
P.3, lines 9 & 10 of
Transcript and whole
claim consolidated
under Real Estate as per
P.3, lines 10-15 inc.
of Transcript

Original Claim of
\$4750.00 as shown Exhibit #1.
It was revised by deletion of
Family Allowance item of \$400.00
and consolidation of balance
under Real Estate as indicated
this page.

Witnesses:- 1. W.H. Ansell,
Appraiser

2. F.G. Shears
re appraisal
and tenders

Submissions:-

"Summary relative to claim" dated
July 29/48 shows comparative
values in respect to this property
There is a wide variation be-
tween Claimant's Revised value
\$4350.00 and assessed value,
\$1150.00.

While Fire Insurance may not
be a guide to go by, the Claim-
ant carried \$500.00 Insurance on
the Dwelling at the date of sale.
On the dwelling alone he places
an estimated value (Exhibit #2) of
\$2700.00 in his claim.

No Personal Property is declared as J.P. Form Exhibit #4 and according
to P.8, lines 27-29 inc. of Transcript there is no personal property claim.

BRD/DD

March 12, 1949

File No.
6985
Yoemon OIKAWA,
Reg. No. 13699

- 2 -

Case #1302

Summary of
Defence
Witnesses

Where
required

Summary of
Documents
to be filed

Witness
proving
same

W.H. Ansell

Appraiser
Realty

F.G. Shears

re appraisal
and
tenders

BFD/DD

March 12th, 1949.

Name of Claimant OIKAWA, Yemon

Case 1302

Custodian File 6985

| REAL PROPERTY | | | | | | | | | | Total | | |
|--------------------------------------|-------------------------------------|--|-----------------------------------|---|--|--|--|------------------------|--|-----------------------------|-------------------------------------|--------|
| Greater Vancouver | | Rural (except V.L.A.) | | | V.L.A. (except Mission Village) | | V.L.A. Mission Village | | | | | |
| Sale Price | 5% thereof & 12.50 | Sale Price | 10% 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 | | | | % of Total | Amount |
| | | 1300. | | | | | | | | | 400.00 | |
| PERSONAL PROPERTY | | | | | | | | | | | | |
| Motor Vehicles | | Boats and Boat Gear | | | | | | | | | | |
| Sale Price | 25% thereof | Sale Price | Nelson Bros. 23.5% of Sale Price | Other Sales 28.5% of Sale Price | Equipment charges paid to purchasers in error. Repay to owners | Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing | 45% of amount in next preceding column | | | | | |
| | | | | | | | | | | | | |
| NETS | | | | | | | | | | | | |
| Total award for Nets plus Sale Price | | Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing | | Percentage Total Award to Total Claim | | Claim for Nets Sold Declared Not Found, & Recorded Now Missing | | Apply % ratio to Claim | | Deduct Custodian Sale Price | | |
| | | | | | | | | | | | | |
| MISCELLANEOUS CHATELS | | | | | | | | | | | | |
| Claim for goods Sold By Auction | Sale Price of Goods Sold By Auction | Rebates of charges 30% of Sale Price | Ratio in % of Sale Price to Claim | Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid | Application of % ratio to amount in next preceding column | Sale Price of goods Sold by Tender | 12% of Sale Price | | | | | |
| | | | | | | | | | | | | |
| TOTAL RECOMMENDATION | | | | | | | | | | 400.00 | | |

October 16th, 1950.

Mr. Yoemon OIKAWA,
Grow Creek,
Opasatika, Ont.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1302

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 ... \$400.00.

Cheque in your favour is enclosed for \$399.36
and we have paid the Co-Operative Committee .. \$ 0.64
for legal fees as authorized by you.

Yours truly,

FOS/js
1 encl.

F.G. Shears
Director

6985

CLAIM NO. 1302 - Yoemon OIKAWA

This claim relates to a 10 acre parcel of land in Maple Ridge Municipality, upon which the claimant had erected a dwelling, wood-shed and packing shed, in the period between 1937 and 1939.

The property was assessed at \$1150.00 in 1944. It was appraised in June of that year by William Ansell at \$1300.00, and was sold soon after appraisal at the appraised figure of \$1300.00. Approximately 1 acre of the land was cleared.

On consideration of the Custodian's sales of Fraser Valley land to the D.V.L.A., it was established that private sales of property similar in type and with comparable improvements to those made on Japanese owned properties were made in 1943 at 149 per cent. of the assessed value of such properties. In my judgment this study made in connection with V.L.A. claims (See General Exhibit 117) can reasonably be applied to this property. On an assessed value of \$1150.00 comparable sales in Maple Ridge Municipality were made at approximately \$1700.00.

In my opinion the price realized by the Custodian fell short of fair market value to the amount of \$400.00. I THEREFORE RECOMMEND payment to this claimant of the sum of \$400.00, in lieu of the application of the general recommendation.

H. I. BIRD

Commissioner.

February 1st 1950.