

1346

**OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: OKANO, Kiyoko (Mrs. Yoshie)

HOME ADDRESS: 3064 West Broadway, Vancouver.

REGISTRATION NUMBER 06614 SEX: Female AGE: 27

OCCUPATION: Dry Cleaner & Dressmaker

(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 - Under Trade Name of "Jack's Cleaners"

MARRIED? Yes

NAME OF WIFE OR HUSBAND: YOSHIE OKANO, Yoshie / 2423

ADDRESS OF WIFE OR HUSBAND: Japanese Work Camp #1, GethseCelkie, Alta.

NAMES OF ANY LIVING CHILDREN: Yoshieye (F)

4

ADDRESS OF CHILDREN: 3064 West Broadway

AGE OF CHILDREN: 4

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS:

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

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 3064 West Broadway, Vancouver

2. LANDLORD'S NAME AND ADDRESS: A. James, 1798 W. 12th, Vancouver

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: Monthly Rental of \$22.50 paid to me end of February, 1942.

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:

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

Contents of living quarters and furniture and fixtures of day

Dinning plant - newly Hoffman Pressing Machine (now dismantled and in basement of 3064 W. 12th Ave.)
Dishwasher, burner, steam boiler, Singer electric, steam electric iron, also
Sewing machine, iron, G.E. iron, etc.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: One cat

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:

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

Bank accounts approximately \$30.00

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

One War Savings Certificate in name of Yoshiro Okano8. BANK ACCOUNTS: \$ 5.00 - Bank of Montreal, Main & Hastings St.9. LIFE INSURANCE: \$500 Prudential life on child for benefit of Mother.\$500 Yorkshire Savings & LoanAlso Husband \$2000. Sun Life - Beneficiary Wife

10. INTEREST IN ANY ESTATES OR TRUSTS:

11. SAFETY DEPOSIT BOX:

LIABILITIES:

1. PERSONAL DEBTS: Dr. Stokes, \$2.00 Dunsmuir Electric - \$5.002. TRADE DEBTS: Guaranty Cleaners & Dyers - \$5.00B.C. Telephone about \$6.00 B.C. Electric about \$12.00Walburn Neon about 150.00

REMARKS:

This furniture may be found at 784-669th Ave (Bro. in law). T. Matsui

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 17th day of March 1942.

(Signature)

Kiyoko OkanoA. E. Martin

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE Aug. 19/43

Our File No. 1346

Full Name OKANO, Kiyoko (Mrs. Yoshio)
(Surname in Block Letters)

Registration No. 06614

^V
Male - Female
(Check)

Age 3/6/14

Former Address 3084 Broadway West, Vancouver, B.C.
784 West 69th. Ave.

Date Evacuated June 2/42 Naturalized - Canadian-Born - ^VNational
(Check)

Present Address P.O. Box 190, Coaldale, Alberta Checked Sep. 7/47

^V
Married - Single
(Check)

Name of Wife _____

Name of Husband Yoshio #06615

Name of Mother ^{nee} (MAMO) Kuma (Dec'd) Name of Father YASUHARA, Matsuichi (Dec'd)

Names of Children under 16 Yoshiye(F) 4/12/37

Requested by D.M.C.

Registered with Custodian
(Yes or No)

Additional Information No mention of a daughter Hatsuye in her file nor her
husbands: nor in index box.

Letter recieved Nov. 27/42 say Hatsue OKANO is sister.

PERSONAL PROPERTY SUMMARY

File No. 1346

Feb. 7/47

RE: Kiyoko (Mrs. Yoshie) OKANO
Reg. No. 06614

This file reveals that Mrs. OKANO owned no real property in any protected area of B.C. and did not carry any Fire Insurance.

CHATELS: Mrs. OKANO made her declaration to the Custodian on March 17/42. She declared chattels as shown on Chattel Schedule on file, the pressing equipment being left in the basement at 3203 W. 10th and the household goods left at 784 W. 69th, the home of her brother-in-law.

The only pressing equipment found by the Custodian at 3203 W. 10th was a pressing machine which was sold at auction for the net sum of \$55.25 and this sum credited to her account with the Custodian. She herself admitted that the sewing machine declared as being among this equipment belonged to her father and that she had shipped it to him.
were

Chattels/removed from 784 W. 69th by the Custodian as shown on the Schedule. Of these only a few were sold at auction for the net sum of \$8.17 and this sum was credited to her account with the Custodian. A large number of the things inventoried are missing. None of them would probably be of very great value and it is possible that they may have been discarded.

MONEY'S RECEIVABLE: She declared book accounts owing to her of about \$30.00 but she gave no names or addresses so we were unable to do anything about these accounts.

WAR SAVINGS CERTIFICATES: She declared one War Savings Certificate in the name of her daughter Yoshiye. This was not brought under the control of the Custodian.

BANK ACCOUNT: She declared a savings account of \$5.00 in the Bank of Montreal, Main Hastings. This was not brought under the control of the Custodian.

LIFE INSURANCE: She declared following life insurance:

Prudential Life in the name of Yoshiye for	\$500.00
Yorkshire Savings & Loan	\$500.00
Sun Life in name of her husband	\$2000.00

None of these were brought under the control of the Custodian. No property interests other than those mentioned above are found on this file.

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

Feb. 7/47

LBM:

L. McKinnon
L. McKinnon

CHattel SCHEDULE

File No. 1346

Feb. 7/47

RE: Kiyoko (Mrs. Yoshie) OKANO
Reg. No. 06614

DECLARED by Mrs. OKANO on
Mar. 17/42 at 3204 W. 10th
(should be 3203 W. 10th)

INVENTORY taken by our
agent, Mr. Winter, on
April 16/42

Hoffman pressing machine
sawdust burner
steam boiler

Hoffman pressing machine
sawdust burner
steam boiler

) Sold at auction for
) the net sum of \$55.25 and
) this sum credited to her
) account with the Custodian.

electric sewing machine

electric sewing machine

(In letter of May 12/42 our agent
informs us that Mrs. OKANO
stated the sewing machine really
belonged to her father and that
it had been shipped to him.)

steam electric iron
electric tailor's iron
G.E. iron

steam electric iron
electric tailor's iron
G.E. iron

) Riddell, Stead, Graham & Hutchin-
) son, who were handling this
) equipment, asked us to find
) someone else to take over. We
) then asked the Canadian Credit
) Men's Trust Assn. to look after
) this equipment. In their letter
) of June 5/42 they advise that
) there only appeared to be one
) item at this address, namely a
) steam press. It would therefore
) appear that Mrs. OKANO disposed
) of the three irons or took them
) with her at the time of her
) evacuation.)

DECLARED AT 784 W. 69th

Inventoried by Custodian
on June 26/42 at 784 W. 69

SOLD

OTHER
DISPOSITION

contents living quarters
and furniture

counter
table
cabinet
dresser
victrola
dresser
small box
wash board
sleeve board
ironing board
child's swing chair
card table

Aug. 9/44
Aug. 9/44
Aug. 9/44
Aug. 9/44

missing
missing

missing
missing
missing
missing
missing
missing

INVENTORIED by Custodian
at 784 N. 69th on Aug. 9/44

2 cartons	}	File gives no indication what happened to these.
2 bdles		
photos		

leather apron not inventoried
but sold on Aug. 9/44

The above Schedule is certified to be in accordance with the information

on file.
Feb. 7/47
LHM:

L. McKinnon
L. McKinnon

403 Royal Trust Building,
Vancouver, B. C.

May 12th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

Your File: 1346

RECEIVED
MAY 14 1942

Attention Mr. C. L. Drewry

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

Sir: -

Re: Kiyoko Okano (Mrs. Yoshio), #06614

I beg to acknowledge receipt of your letter of May 5th and I have succeeded in finding Kiyoko Okano (Mrs. Yoshio) at 784 West 69th Avenue, the home of her brother-in-law.

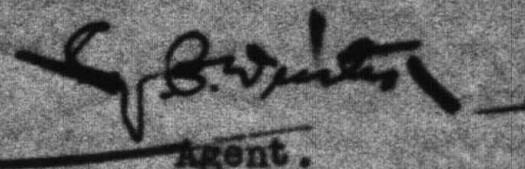
She now informs me that the liabilities of "Jack's Cleaners", 3084 West Broadway, should be corrected, as follows:-

1. Guarantee Cleaners & Dyers \$ 5.00
2. B. C. Electric Company
She states the B. C. Electric have a deposit of \$15.00 which it will apply against the account.
3. B. C. Telephone Company
She claims this is paid.
4. Neon Walburn Sign 137.50

Concerning the dry-cleaning equipment which is, I understand, still in storage at 3203 West 10th Avenue, Mrs. Okano states that the equipment is old and she will be satisfied to have sales made of any or all of it to meet the liabilities. She now states that the electric sewing machine which was listed as part of her business assets belongs to her father, F. Okano of 214 Carrall Street, to whom it has been sent. I confirmed the fact that the Singer Sewing Machine Company has had no direct dealings with Mrs. K. Okano (Yoshio). Apparently this item should be struck off the list of equipment previously reported.

I have no idea what any of the articles might bring and I would be pleased if you would make arrangements with one of your other Agents to look into any further enquiries concerning this business.

Yours faithfully,


Agent.

GEW/L.

RENTAL AGREEMENT
FOR
NEON DISPLAY

580-2

EXHIBIT No. _____
DATE Aug. 17/48
FILED BY W.E. Huckvale

THIS AGREEMENT made and entered into this 19th day of August, 1940,
BETWEEN:

WALSURN NEON LIMITED (hereinafter referred to
as the "Owner").

OF THE FIRST PART.

AND:

JACK'S CLEANERS (hereafter referred to as
the "Advertiser").

OF THE SECOND PART.

IN CONSIDERATION OF the mutual covenants hereinafter contained,
WITNESSETH:

1. The owner agrees to construct and install at 3084 W. Broadway, Vancouver, B.C. a Neon display according to specifications appearing in space reserved below and according to sketch (if any) which the advertiser agrees has been approved by the said Advertiser.
2. RENTAL - The owner agrees to lease the said display to the Advertiser for a term of 36 months from the date of installation as aforesaid and the Advertiser shall pay to the Owner as rental therefor the sum of \$7.50 per month, commencing on the first day of the month next after such installation and payable on the first day of each and every month thereafter throughout the whole of the term hereby demised AND PROVIDED that the monthly payments for the last two months of the said term shall be paid on the execution of this agreement AND PROVIDED FURTHER that the Advertiser shall pay to the Owner interest at the rate of seven per centum per annum on all payments in arrears.
3. DELIVERY - The Owner shall promptly commence construction of the display and prosecute work thereon with reasonable diligence until completion, but the Owner shall not be liable for delay due to strikes, lock-outs, fires, breakages, vis major, acts of God or unforeseen commercial delays.
4. SERVICE - Subject to the terms of Paragraph 6 hereof, the Owner shall, at its own expense, service the display during the term hereby demised as and when considered necessary by the Owner in order that the same may be kept in good working order and condition.
5. FAILURE OF DISPLAY TO OPERATE - If the said display fails to operate through no fault of the Advertiser or the servants or agents of such Advertiser, the Owner shall repair the same within thirty-six (36) hours after receipt of written notice from the Advertiser and if the Owner fails to repair the display as aforesaid, the Advertiser shall receive credit on the next monthly rental equal to 1/720th of such monthly rental for every hour the display fails to operate in whole or in part after the expiration of such 36-hour period, and the Advertiser agrees to accept such credit in lieu of damages or any claim whatsoever PROVIDED HOWEVER and it is understood and agreed that the provisions of this paragraph apply only to mechanical defects and not to damage to or destruction of the display through any external cause.
6. DAMAGE TO DISPLAY - If the said display is damaged or destroyed after installation from any cause not attributable to the Advertiser, or the servants or agents of such Advertiser, the Owner shall have the option of terminating this agreement or of repairing the display and extending the term hereby demised for the period necessary to effect repairs to the said display. If the said display is damaged or destroyed through fault of the Advertiser or

the servants or agents of such Advertiser, the Advertiser shall pay to the Owner the cost of repairing the same and the Owner shall forthwith after such payment proceed to repair the same and no allowance shall be made to the Advertiser for the period necessary to effect repairs.

7. REPAIRS, ETC., TO BE MADE BY OWNER ONLY - The Advertiser shall not cause or permit the said display to be repaired or otherwise tampered with or interfered with by any person other than the authorized representative of the Owner, nor shall the Advertiser cause or permit the same to be removed from the premises above-mentioned without the written consent of the Owner first had and obtained, and it is understood that the insurance mentioned in Paragraph 9 hereof does not cover the Advertiser in the event of a breach of this paragraph.

8. WIRING AND ELECTRICITY - The Advertiser shall pay for all electric energy required to operate the said display and shall install feed wires to the location of the display as may be required by the Owner.

9. INSURANCE - The Owner agrees to maintain in connection with the display during the currency of this agreement, public liability insurance as required by civic ordinance.

10. PERMITS - The Advertiser covenants that he has obtained the necessary permission from the Owner of the premises on which the said display is to be installed as aforesaid and from all persons, exclusive of public authorities, whose permission is requisite for the installation and maintenance of such display and that revocation of any such permission shall not affect the liability of the Advertiser hereunder.

11. DISPLAY PROPERTY OF OWNER - The said display is now and shall at all times remain the property of the Owner and upon the termination of this agreement, whether by effluxion of time or otherwise, the Owner shall have the right to repossess the same. No manner of attachment to any building or otherwise shall affect the character of such display or be deemed to make the same appurtenant to, or otherwise a part of, any building or other thing, but the Owner shall always be at liberty to repossess the same as aforesaid.

12. REMOVAL OF ADVERTISER FROM PREMISES, ETC. - If the said Advertiser should for any reason whatsoever remove from the premises on which the said display is installed and whether or not for a cause in any way attributable to the Advertiser and whether or not the said Advertiser shall continue to have use for such display, the rent reserved hereunder shall under all circumstances continue, during the term hereby demised, to be payable by the Advertiser in the manner herein specified and with the consequences of non-payment provided for herein PROVIDED ONLY that if the Advertiser requests the owner to remove the said display to premises other than those mentioned herein, and to install the same thereon, the Owner undertakes such removal and installation, but at the cost of the Advertiser and on such removal and installation the said Advertiser shall continue to be liable to the Owner for rent reserved herein and for all the terms and conditions in this agreement set forth as if the said display had throughout the term hereby demised remained upon the premises on which the same was originally installed.

13. ACCEPTANCE BY OWNER - This document when executed by the Advertiser shall be deemed to be an offer to the Owner irrevocable for four weeks from the date of such execution by the Advertiser, but, NOTWITHSTANDING execution by a sales representative of the Owner, the same shall not constitute an agreement binding upon the Owner until executed by an executive officer of the Owner.

14. WHOLE AGREEMENT EMBODIED HEREIN - It is understood and agreed that the whole of the contract between the parties hereto is expressed in this document and that no representations, conditions, warranties or stipulations not contained herein, whether verbal or otherwise, shall in any way be binding upon the Owner.

15. BREACH OF AGREEMENT - The parties hereto agree that if the Advertiser shall make any 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 commits any act of bankruptcy, or if a receiver is appointed of the business in connection with which the display is

used, or if a writ of execution or any attaching order shall issue against the goods and chattels or other property of the Advertiser, or if the rent reserved or any part thereof be in arrears or unpaid for any time after the same becomes due, whether such rent has been demanded or not, or if there be any default, breach or non-observance by the Advertiser at any time in respect of any covenant, proviso, condition or reservation herein contained which, on the part of the Advertiser, is required herein to be observed or performed, then and in every such case the whole of the monthly payments payable hereunder shall immediately become due and payable and the Advertiser agrees to pay the same forthwith and the Owner shall have the right forthwith to take down and repossess the said display and no condoning, excusing or overlooking by the Owner on any previous occasion of any breach or default whether similar or not to that for which the terms of this paragraph (15) have been invoked shall be deemed to operate as a waiver of such terms or in any way to defeat the rights of the Owner hereunder.

Time shall be deemed to be the essence of this agreement.

16. ASSIGNMENT OF AGREEMENT - The Advertiser shall not assign this agreement or sub-let the said display without the written consent of the Owner and such consent may, notwithstanding any provision of any statute or other law to the contrary be refused by the Owner in its sole and uncontrolled discretion.

THIS AGREEMENT and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Owner and the heirs, executors, administrators, successors and assigns (as the case may be) of the Advertiser.

SPECIFICATIONS

Double Face Display

6' 2" x 2' 6"

"Cleaners" - 8" painted letter illuminated with green power neon

"Jack's" 4 1/2" painted letter illuminated with rose pink power neon

Display to hang at right angles to building.

N.B. - Unless otherwise specified herein, where the Owner provides a background for the said display, the same is to be painted such color or colors as the Owner, in its discretion, considers appropriate to the display.

IN WITNESS WHEREOF the Owner and the Advertiser have executed this agreement so as to be binding upon and enure to the benefit of the respective parties.

WALBURN NEON LIMITED

"G.H. Peirs" ?

By "Jack's Cleaner's

J.Y. Okano"

(Advertiser)

By

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

October 9th 1948

m. Seal
ma

224/326

[Signature]

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
APR 17 1942

403 Royal Trust Bldg.,
Vancouver, B. C.,
April 16th, 1942.

Attention Mr. C. L. Drewry

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

Sir:-

Re - Koyoko Okano (Mrs. Yoshio), #06614

I acknowledge receipt of your letter of instructions of March 28th, 1942, together with duplicate copy of declaration form completed by K. Okano (Mrs. Yoshio). I now report hereunder, submitting the information required in the order requested:-

1. The dry cleaning business which had been conducted by Mrs. Yoshio under the trade name of "Jack's Cleaners" at 3084 West Broadway, has been closed and all the equipment had been removed before my visit. The landlord of 3084 West Broadway, Mr. A. James of 1798 West 13th Avenue (business address - Vancouver Auto Wrecking Company, Granville Street), informed me that the rent had been settled and that nothing belonging to the former tenant had been left on the premises.
2. From such information as I could secure, I have assumed that K. Okano (Mrs. Yoshio) was the sole owner of the dry cleaning business.
3. The only assets of the business appear to be the furniture and fixtures and plant which were moved and are now stored in the basement at 3203 West 10th Avenue. I have checked with difficulty the main items, as the equipment had been piled in a heap in the basement of a dwelling house occupied by Japanese and no information could be had as to whether a storage rental was to be paid, though I would think that this would be free rental. A list of the equipment, so far as I can prepare it, is attached hereto.

Statement of Assets and Liabilities

Assets

Plant & Equipment Stored at 3203 West 10th Ave.	\$	-
Personal Furniture Stored at 784 W. 69th Ave.		-

Liabilities - Trade Debts

Guarantee Cleaners and Dyers	\$	5.00
B. C. Electric - approximately		12.00
B. C. Telephone - do.		6.00
Neon Walburn Ltd.		137.50

The personal furniture of Mrs. Yoshio was moved from 3084 West Broadway and stored in a garage on the premises of T. Matsui, a brother-in-law at 784 West 69th Avenue. I endeavored to examine this, but it was all stacked in one heap and the key to the garage was in the possession of T. Matsui who was absent. I can offer no estimate of the value of this furniture.

notes on
file 1616.

4. So far as I can find out, there is no insurance on the dry cleaning equipment or personal furniture.
5. So far as I have been able to ascertain, the only contract was with Neon Walburn Ltd., 1420 Howe Street, Vancouver, who have advised that the correct amount owing is \$137.50 and that they will remove the sign when instructed by the landlord to do so.
6. No information was available as to past business - likely of small volume, and in my opinion there is no possibility of selling this business as a going concern.
7. The dry cleaning equipment stored in the basement of 3203 West 10th Avenue should be moved to where it would be available for sale. The personal furniture of Mrs. Yoshio is apparently being looked after without charge by her brother-in-law, and it might be well to leave it at that place for the present.

he should move
this with that
of T. Matsui

Agent.

RE - KIYOKO OKANA (MRS. YOSHIO), #006614

List of Equipment - Dry Cleaning Plant
Stored at 3203 West 10th Ave.

- 1 Hoffman Pressing Machine (dismantled) ✓
- 1 Singer Electric Sewing Machine ✓ *property of her father*
- 1 Steam Boiler ✓
- 1 Sawdust Burner ✓
- 1 Steam Electric Iron
- 1 Electric Tailor's Iron
- 1 General Electric Iron.

Sundry items of equipment.

NAME SEARS, Kinzie (Mrs. Katie)

REGISTRATION NO. 00634

FILE NO. 1346

The following chattels were sold by public
auction at 933 Powell St., Vancouver, B.C. on August 9th, 1944.

- Gramophone ✓
- Large Wooden Cupboard ✕
- Leather Apron ✓
- Part Old Dresser ✓
- Rest of Dresser ✓

88888

Total		\$ 10.00
Less Expenses:	(Auctioneer's Fee: 1.00	
	(Advertising: 0.25	\$ 1.25
	(Moving: 0.50	
Net Proceeds Credited:		\$ 8.75

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 29.

Remarks.

NAME OKANO, Kiyoko (Mrs. Yoshio)

REGISTRATION NO. 06614

FILE NO. 1346

The following chattels were sold by public
auction at 1047 Seymour St., Vancouver, B.C. on December 7, 1944

Steam Press "Prosperity" ✓

\$ 65.00

Total
(Auctioneer's Fee: \$8.50
Less Expenses: (Advertising: 3.53
(Movings: 17.72

\$ 65.00

\$ 29.75

Net Proceeds Credited:

\$ 55.25

Members of Custodian Staff Present. Mrs. Smith
Extracted from Auctioneering List No. Vancouver 521.
Remarks.

12623
1346

June 14th, 1946.

Mrs. Yoshio KAWA,
Reg. No. 06611,
LETHBRIDGE, Alta.

Dear Madam:

The Department of Labour, Japanese Division, have handed to us for our attention, a copy of your letter to them of June 6th, 1946.

We have before us a copy of the rental agreement which you signed with the Walburn Bean Ltd. and have perused same in conjunction with a copy of their statement from which it would appear that you made regular monthly payments right up to the time of your evacuation from Vancouver until your payments totalled \$132.50. This left a balance unpaid of \$137.50, and the Walburn Bean Ltd. have been approached by us and state that they are not disposed to cancel the balance of payment under the contract.

We are of the opinion however, that they might be disposed to compromise if you offered to pay them a portion of the balance. If you will make some proposal to us, we will be pleased to submit it on your behalf.

With reference to the pressing machine, boiler and sawmill burner, this equipment was taken over by the Custodian and sold at auction for the net sum of \$55.25, and this sum credited to your account.

Yours truly,

G. E. Spain
Protection Department.

GBS:LEH

NOV 22 1947

1346

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.

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

(1) NAME OKANO KIYOKO (RCMP) Reg. No. 06614
(Print) Surname Given Name

(2) Pre-Evacuation Address 3084 Broadway West, Vancouver, B. C.

(3) Present Address Box 190, Coaldale, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) 3084 Broadway West, Vancouver, B. C.
City or Municipality Province

(b) Legal description (lot number, block number, section number, etc.)

(c) Type of Real Property (cross out words which do not apply):

(i) ~~Home~~
(ii) ~~Business~~ Type of business cleaner and dyers
(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.) leasehold

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - \$
(ii) Buildings - - - - - \$
(iii) If business, put value on business as going concern
(including land and buildings, tenancies, chattels,
fixtures, stock-in-trade, goodwill and accounts re-
ceivable) - - - - - \$ 1250.00
(iv) Total value (if you cannot give separate values for lands and buildings just
fill in total value) - - - - - \$ 1250.00
(v) Amount at which Custodian sold property and credited your account - - \$ 63.42
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1186.58

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation equipment

left at 3203 West 10th Ave. and 784 West 69th Avenue

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
house

(c) How stored or packed at time of evacuation
stored in basement, some packed, some loose

(over)

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

JAPANESE PROPERTY CLAIMS COMMISSION

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

10

Lethbridge, Alberta,
 August 17th, 1948.

IN THE MATTER OF THE CLAIM OF
KIYOKO OKANO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the
 Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
 claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

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THE SECRETARY: Case No. 580, Kiyoko Okano.

(MRS)KIYOKO OKANO, the claimant herein,
being first duly sworn, testified
through the Interpreter as
follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mrs. Okano, before your evacuation from British
Columbia, what was your business?

A Dry cleaning and dress maker.

Q How did you happen to acquire that business?

10 A Before I was married my husband bought a cleaning
business.

Q For you? A: No, he bought
it.

THE SUB-COMMISSIONER: Q: What was the answer? Before
she was married --

THE INTERPRETER: I should have said before they
were married her husband had bought the cleaning
business.

20 Q He bought the business, I see. What kind of
business?

A Dry cleaning business.

MR. HUCKVALE: Q: Do you know how much he paid for it?

A \$500.00.

Q And what did you get for the \$500.00?

A I will have to ask my husband because I was not
married at that time.

Q Well I will call him later then. What name
did you carry on this business under?

A Jack's Cleaner.

30 Q I want to show you this form (indicating). Will you

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K. O'Connell,
In Chief.

read that over, please?

A Yes.

Q Have you signed that form?

A: Yes.

Q And, so far as you know, is it true and correct?

A Yes.

MR. HUCKVALE: All right, I will tender that, sir.
(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q Now you had, I believe, a Neon
sign for the purpose of advertising that business,
is that correct?

10

A Yes.

Q I want to show you that agreement (indicating).
Is that the agreement respecting the rental or
purchase of that Neon sign?

A Yes.

Q And was that in effect at the date that you
were evacuated?

A: Yes.

Q And was the sign in place and functioning?

A Yes.

20 MR. HUCKVALE: I will tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: And perhaps my friend will file the
analysis of personal property now.

(ANALYSIS MARKED EXHIBIT NO. 3).

MR. HUCKVALE: And with respect to the analysis, I
would like to make my position clear. As I
understand the analysis, the defence is that this
was not reported to the Custodian as a going
concern, and yet in the J.P. form this claimant
describes herself as carrying on business as

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K. Glano,
In Chief.
Cross-Exam.

Jack's Cleaners.

THE SUB-COMMISSIONER: I see.

MR. HUCKVALE: Q: Now, would you answer Mr. Rice,
please.

MR. RICE: I am submitting, your Honour, that this claim
is outside of the terms of reference.

I am submitting that the goods that were sold
were sold at their fair value.

10

I am submitting that certain property of this
claimant was turned over to persons other than the
Custodian and the Custodian is therefore not res-
ponsible for the same, and if the Custodian is
responsible in any manner then the claim made by
this claimant is exorbitant.

CROSS-EXAMINATION BY MR. RICE:

Q The Neon sign was not mentioned by you in the
claim which you originally filed?

A I think it was mentioned.

20 Q I refer you to that list (indicating). Did you
prepare a list like that for the Custodian's
office. Is that a copy of the list that you
furnished the Custodian's office with?

MR. HUCKVALE: Is this on the J.P. form?

MR. RICE: Yes.

A Yes, it is.

Q That is the list that you furnished the Custodian's
office with?

A: Yes.

30 Q This list reads as follows, "List of equipment
dry cleaning plant stored at 3203 West 10th

Avenue, one Hoffman pressing machine, dismantled, one Singer sewing machine, one steam boiler, one sawdust burner, one steam electric iron, one electric tailor's iron, one General Electric iron, sundry items of equipment", but there is no mention there of a Neon sign, is there?

MR. HUCKVALE: We are not claiming anything for the Neon sign, if that will set my friend's mind at rest. All we are claiming is that this was a business that should have been sold as a going concern.

THE SUB-COMMISSIONER: I see.

A It must have been left out.

MR. REE: Q It must have been left out?

A Yes.

Q And the sewing machine referred to there belonged to your father, didn't it?

A Yes.

Q The premises; number 3203 West Tenth Avenue, are those the premises where you conducted this business?

A: Yes, it was.

I should ask my husband.

Q It is your evidence we have to get. If you don't know, just say so if you are not sure.

A I believe it was.

Q And you rented those premises, did you?

A Yes.

Q And the rest of your property you took to your brother-in-law's place?

30 A Yes.

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K. Okano,
Cross-Exam.
Y. Okano,
In Chief.

Q At 784 West 69th Avenue? in the place? I said
A Yes.
Q And you left your chattels with your brother-in-law?
A: Yes.

Q All right. Did you turn this whole business over
MR. HUCKVALE: That is all, thank you, Mrs. Okano.

Q And I will call Mr. Okano. Is that all?

A Yes, we were both working in the store.

10 12 YOSHIO OKANO, a witness called on behalf of
the claimant herein, being first duly
sworn, testified through the Interpreter
as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Okano, you are the husband of the last witness?

A Yes.

Q When were you married?

A 1936.

Q Now the last witness tells us that you bought this
business and then turned it over to her after
marriage, is that correct?

A Yes.

20 Q When did you buy the business?

A 1929. November, 1929.

Q Do you remember how much you paid for it?

A \$500.00 cash.

THE SUB-COMMISSIONER: Q How much?

A \$500.00 cash.

Q \$500.00.

MR. HUCKVALE: Q Did you get any equipment or anything
like that when you bought it?

30 A When I bought the store there was just the

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I. Okano,
In Chief.
Cross-Exam.

counter and an old iron in the place. I paid
that amount for goodwill.

Q And then when were you married, in '36, did you
say?

A: Yes.

Q And then did you turn this whole business over
to your wife?

A: Yes.

Q And did she run it right up to 1942?

A Yes, we were both working in the store.

Q And did the business increase or decrease after
you bought it?

A It improved after we bought it and we gradually
increased the size of the store.

Q Well was it getting better known or worse known
as time went on?

A Well the name improved and we had the Neon sign
made which helped.

Q That is all. Will you answer Mr. Rice, please.

CROSS-EXAMINATION BY MR. RICE:

20 Q Why did you turn the business over to your wife?

A Before I bought the store I was in the logging
business, and after buying it I turned the business
over to my wife.

Q How long after you bought it?

A Right after marriage.

Q Right after marriage?

A: Yes.

she conducted the dressmaking side of the business
and I did the cleaning.

Q Did you turn the cleaning business over to your
wife, too?

A: Yes.

Q How did you turn the business over?

A Well I handed the business license and everything else to my wife.

Q Did you prepare a bill of sale or have a bill of sale prepared of the business from yourself to your wife?

A: No, there was no such agreement.

Q No such agreement?

A: No.

10 Q All that happened is that one morning you gave her the license and said it was hers; is that it?

A Pardon?

Q All that happened is that one morning you gave her the license and said it was hers, is that it?

A It was just a verbal agreement.

Q Just a verbal agreement?

A Yes.

THE SUB-COMMISSIONER: Is there anything else, Mr. Huckvale?

20 MR. HUCKVALE: No, sir, that is all.

THE SUB-COMMISSIONER: That is all, thanks, Mr. Okano.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard
"S.R. HOWARD"
OFFICIAL REPORTER.

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

DEFENCE BRIEF

Lethbridge, Alberta.
August 17, 1948.

Kivoko OKANO

File No. 1346

Case No. 580

PERSONAL PROPERTY CLAIM
(All claims shown are Gross)

Amended Claim

\$1,430.00

- (a) Goodwill - \$1,000.00
(b) Goods valued by claimant
at \$295.00

Outside Terms of Reference.

(Auction) Sold for
\$85.00

Witnesses: D.A. Smith, Staff.
Canadian Credit Men's Trust Assn.,
Ltd., Agent.

References:- Letter June 5, 1942, on
claim file, suggests present value
of steam pressing machine to be
roughly \$50.00.

Letter June 18, 1946, Mr. Spain
states:- "With reference to the
pressing machine, boiler and saw-
dust burner, this equipment was
taken over by the Custodian and
sold at auction for the net sum of
\$55.25, and this sum credited to
your account". This letter has
been removed from master file to
claim file.

- (c) Goods valued by claimant
at \$15.00

No record at anytime.

- (d) Goods valued by claimant
at \$120.00

Not accounted for, theft, etc.

Witnesses: D.A. Smith, Staff.
Canadian Credit Men's Trust Assn.,
Ltd., Agent.

Note remarks on Amended Analysis Claim.

Transcript p.5, lines 9-11: "All we are
claiming is that this was a business
that should have been sold as a going
concern".

Ref:-

G.E. Winters report, on claim file,
April 16, 1942, states: "No information
was available as to past business -
likely of small volume, and in my opinion
there is no possibility of selling this
business as a going concern".

Kiyoko OKANO - File No. 1346, Case No. 580.

Submission:- Transcript p.4, lines 5-14:

"I am submitting, your Honour, that this claim is outside of the terms of reference.

I am submitting that the goods that were sold were sold at their fair value.

I am submitting that certain property of this claimant was turned over to persons other than the Custodian and the Custodian is therefore not responsible for the same, and if the Custodian is responsible in any manner then the claim made by this claimant is exorbitant".

Summary of Defence
Witnesses

Where
Required

Summary of
Documents to be filed

Witness Proving
same

D.A.Smith

(b)
(d)

Canadian Credit Men's
Trust Assn., Ltd.

(b)
(d)

Name of Claimant

CHAND, Kiyoko

Case

580

Custodian File

1346

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total			
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	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
			46%	265.00	121.90		15.30				
							121.90				
TOTAL RECOMMENDATION											147.40