

1632

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: ODA Miyoshi

HOME ADDRESS: 321 Johnson st. New westminster

REGISTRATION NUMBER 08157

SEX: M

AGE: 24

OCCUPATION: Mill wright in lumber mill

(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: Pacific Pine New westminster

MARRIED? Single

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

EXHIBIT No. 981-2

DATE 26 apr 1948

FILED BY J. W. G. Bunker

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: Lot nineteen of the Westerly half of Lot twenty-six (26) of D. L. 757 Gp. One, Map 2366.
up, value \$750. 7 rooms. 339 Pembina St. New Westminister. B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: One partially constructed house;
7 rooms. Frame only up. Value \$750.

3. INSURANCE (Give particulars; state where policies are): \$500 during construction
stage with Saskatchewan Fire Insurance Co. Self holds policy.

4. TAXES (Amount and where payable): Bought land 13 Sept. 1941. \$4.20 paid
at City Hall Westminister.

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

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Self holds titles at
321 Johnson St. New Westminster.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: No
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 321 Johnson St. New Westminster
5 room two storey house. Occupies it with his father, mother, 3 sisters,
one niece.
2. LANDLORD'S NAME AND ADDRESS: Y. Tanaka, 314 Fenton St. New West.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: Annual rental of \$50
by verbal agreement; \$50 paid for 1941. No more to date.
4. STATE WHEREABOUTS OF LEASE:
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:
In 321 Johnson St. living room furniture, bedroom furniture (3 beds) pedal
sewing machine; gramophone; garden tools; bathtub; kitchen stove; heater;
kitchen utensils, trunks, etc.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS cat
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

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

\$50 Victory Bond on instalment plan, \$5 only paid on it. About \$60 in
at Canadian Bank of Commerce, New West. Branch
War Savings Stamps - in own possession

8. BANK ACCOUNTS: \$20.15 Canadian Bank of Commerce, New West. Branch

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS: No

11. SAFETY DEPOSIT BOX: No

LIABILITIES:

1. PERSONAL DEBTS: \$100 owing to M. Nishiguchi, 837 Columbia St. New West. Grocery bill
\$320 owing K. Oda, Steveston, and N. Oda. Carpenter
\$20 owing to the City of New West. on property on 339 Pembina St. Bought
at tax sale

2. TRADE DEBTS:

\$193.00 to K. Oda

REMARKS:

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)

M. Oda

W. H. Korman

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date August 23, 1943.

Full Name ODA, Mivoshi
(Surname in Block Letters)

Registration No. 08157 ^x Male - Female
(check) Age January 15, 1918.

Former Address 321 Johnston Street, New Westminster, B. C.

Date Evacuated March 26, 1942. ^x Naturalized - Canadian-Born - National
(check)

Present Address Dresden Camp. Great Lakes Lbr.Co. c/o J. L. Lahti 413 Connolly St.
Dresden, ONT. Camp 100 P.O. Box 195, Fort William,
(lettr. Aug/16/42) Fort William, ONT. Camp 8. Ontario (lettr.
(lettr. Apr. 22/43) Geraldton, Ont. Nov. 9/44)
810 McMillan St., (lettr. Dec. 20/43)
Fort William, Ont.
(lettr. March 5/46)

Married - Single ^x Name of Wife -----
(check)

Name of Husband -----

Name of Mother nee
(SHIRAKAWA) Baku #08350 Name of Father ODA, Sekitaro #08349

Names of Children under 16 -----

Our File No. 1632 Registered with Custodian Yes
(yes or no)

Requested By G. M.

Additional Information Millwright

REAL PROPERTY SUMMARY

Uncatalogued, Sold by Special Arrangement.

File No. 1632

Japanese Name: (Mr.) Miyoshi ODA

Reg. No. 08157

Civic Address: 365 Pembina Street, New Westminster, B. C.
(formerly 339 Pembina Street, New Westminster, B. C.)

Legal Description: Lot 19 of West half of Lot 26 of Lot 757 Group 1 Map 2366
City of New Westminster.

Classification: Unfinished Dwelling.

S O L D

Registered in the name of: Corporation of the City of New Westminster.

State of Title: Clear.

Note: Mr. Oda owed the City of New Westminster the sum of \$60.00, plus interest amounting to \$6.80, on the Agreement for Sale covering the purchase of the above property. This amount was paid by us from the down payment received from the purchasers and the Deed in Oda's favour, received from said Corporation, was registered on June 5, 1945.

Sold to George Cassady and his wife, Pauline Cassady - Joint Tenants, for \$650.00.

Title: Certificate of Title No. 187933-E was forwarded by Registered mail under date of July 17, 1945 to Mr. and Mrs. George Cassady, 365 Pembina Street, New Westminster, B. C.

Funds derived from above sale released to credit of Miyoshi Oda, File No. 1632, on June 16, 1944.

Insurance: Policy expired October 2, 1944. We charged purchasers, in adjustments, for coverage from September 1, 1943 (date they took possession) until expiration of Policy. New Policy taken out by them when this one lapsed.

Chattels: Not involved

ADMINISTRATION:

Mr. Miyoshi Oda, a 24 year old millwright, who gave his home address as 321 Johnston Street, New Westminster, declared owning the following Real Property in his JP Form dated March 17, 1942: Lot 19 of West half of Lot 26 of Lot 757, Group 1, Map 2366, City of New Westminster on which was situated an unfinished dwelling. The City of New Westminster numbered this dwelling 339, but during the subsequent renumbering of the houses in the district of Queensborough, it was renumbered 365. A notice to this effect, dated September 1, 1942, appears on file.

Mr. T. S. Annandale submitted a written report on this property and the affairs of Mr. Oda under date of April 13, 1942, and same appears on file. He stated that the above property consisted of "one partially constructed house; 7 rooms. Frame only up. Value \$750.00. Vacant."

P.T.O.

REAL PROPERTY SUMMARY CONTINUED

File No. 1632

Mr. Miyoshi Oda was unmarried and lived with his parents at 321 Johnston Street, New Westminster in a rented dwelling for which they paid \$50.00 annually.

Messrs. Coulthard, Sutherland & Co. Ltd. were appointed our agent for the property at 365 Pembina Street in June 1942 and on the 25th of that month forwarded us a written report and stated therein as follows: "A seven room house under construction which has been boarded up "As this house is uninhabitable there is no other alternative than to let this man's affairs stand as at present and we so recommend." (A "No Trespassing" sign was posted on the property by our agent). "There is at present \$500.00 Insurance on the property. Taxes: Paid to date (\$17.04)"

The premises remained boarded up and unoccupied until sold.

No expenses were incurred in connection with this property and consequently it was not necessary to create a debit in Mr. Oda's account in this Office prior to the date of sale.

In a letter dated April 22, 1943, Mr. Oda intimated that he would sell his property for the sum of \$600.00 but for no less amount. We notified our agent, Coulthard Sutherland & Co. Ltd., to this effect and on August 10, 1943, they advised us they had an offer to purchase for \$650.00 on the following basis: \$200.00 cash and \$50.00 per month including interest at 6%. This offer was accepted and the transaction was completed in due course.

The City of New Westminster advised us on August 16, 1943, that Mr. Oda was indebted to them in the sum of \$60.00 under the Agreement for Sale covering the sale of said property to him and we therefore paid this amount in order to obtain a Deed in Oda's favour. We notified Mr. Oda regarding this matter at the time but it was not until he wrote us on March 5, 1946, that we were aware that an overpayment of \$40.00 had been made in the above matter. We consequently communicated with the City Clerks office and, having satisfied ourselves of the correctness of the above claim, we received a refund of \$40.00, which was credited to account No. 1632. Receipt on file dated March 30, 1946. On receipt of this rebate we advised the City Clerk that he should have refunded a further sum of \$4.40 covering interest paid by us on said \$40.00. He agreed to do so and we are now in receipt of that amount also.

Completed statements regarding the sale of his property were forwarded to Mr. Oda with our letter dated August 2, 1945.

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

.....
W. S. Johnston

ADMINISTRATION DEPARTMENT

WJJ/HMS
November 7th 1946.

PERSONAL PROPERTY SUMMARY

File No. 1632

November 8, 1946.

Re: (Mr) Miyoshi ODA
Registration No. 08157

Chattels: Mr. Oda declared in his JP Form dated March 17, 1942, that he owned living room furniture, bedroom furniture (3 beds) pedal sewing machine; gramophone; garden tools, bathtub; kitchen stove; heater; kitchen utensils, trunks, etc. in 321 Johnston Street. Disposition of these effects is shown in the Chattel Summary and Schedule.

Securities: Mr. Oda in his JP Form, declared he was purchasing through The Canadian Bank of Commerce, New Westminster Branch, a \$50.00 Victory Bond on the installment plan and had paid \$5.00 on account. We have had no further information regarding this matter.

He also stated he had about \$60.00 in War Savings Stamps in his possession and \$20.15 in the Canadian Bank of Commerce, New Westminster Branch. None of the above items came under the control of the Custodian.

BANK AC

Pets: Mr. Oda declared in his JP Form owning 1 Cat.
No further information regarding the above is found on file.

NO PROPERTY INTERESTS, OTHER THAN THE ABOVE-MENTIONED, ARE FOUND ON THIS FILE.

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

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Administration Department.

WJJ/HMS

November 3, 1946.

LIABILITIES SUMMARY

Re: (Mr) Miyoshi ODA
Registration No. 08157

Mr. Oda, in his JP Form, declared the following personal debts: "\$100.00 owing to Mr. Nishiguchi, 837 Columbia Street, New Westminster. \$320.00 owing K. Oda, Steveston and H. Oda. \$20.00 owing to the City of New Westminster on property on 339 Pembina St."

The above liabilities also appear on T. S. Annandale's report dated April 13, 1942, with the following additional information:

- (1) \$100.00 owing to M. Nishiguchi was for groceries.
- (2) K. Oda was his Cousin
- (3) H. Oda was a carpenter
- (4) Property on 339 Pembina St. was bought at a Tax Sale

The report on Miyoshi Oda dated June 25, 1942, forwarded to us by Couillard, Sutnerland & Co. Ltd., stated he had no liabilities but this information was later found to be incorrect.

We wrote Mr. Kiyoso Oda regarding his account and on March 26, 1943, he wrote as follows: "Mr. Oda, Miyoshi was of New Westminster and \$193.00 is the correct amount he owes me."

In reply to our letter to Mr. Morioka Oda he wrote as follows: "I am not positive of the exact sum of wages I have coming to me from Miyoshi Oda—but if you look it up in his form the exact sum is there. I think it was around \$125.00 or \$130.00"

We concluded, therefore, that \$193.00 was owing to K. Oda and \$127.00 to H. Oda and these amounts were verified by Miyoshi Oda, as well as the claim of M. Nishiguchi Co. Ltd. for \$100.00, in his letter dated October 8, 1943.

All of the above claims were paid in full by transferring amounts mentioned to respective account of creditors.

Regarding the amount of \$20.00 owing to the Corporation of The City of New Westminster by Mr. Oda in connection with the purchase of this property, it is noted that we wrote him on October 5, 1943, advising that we had paid the sum of \$60.00 plus interest being the amount claimed by said Corporation as owing under the Agreement for Sale. Mr. Oda did not take exception to the last-mentioned amount being paid until he wrote us on March 5, 1946, at which time we obtained a rebate of \$40.00 from the City of New Westminster, plus a further sum of \$4.40 covering interest paid by us on said \$40.00.

P.T.O.

November 6, 1946.

LIABILITIES SUMMARY CONTINUED

The following two claims were not declared by Mr. Miyoshi Oda but were filed against him by the under-mentioned:

1. Globe Fertilizer Company Limited.....	\$18.18
2. Mrs. Masu TAINAKA.....	\$77.50

Mr. Oda denied owing the Globe Fertilizer account and on October 24, 1946, Mr. Aitken of said Company advised the writer that they had "written this claim off their books."

We wrote Mrs. TAINAKA on June 27, 1946, and requested her to advise us as to whether or not Mr. Oda had settled his account with her but she made no reply. There is, therefore, no further action required in this case.

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

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Administration Department.

WJ/MS

November 9, 1946.

CHATTEL SUMMARY

Re: (Mr) Miyoshi ODA
Registration No. C8157

365 Pembina Street, New Westminster, B.C.

In Coulthard, Sutherland's letter dated September 2, 1943, it was stated that the contents of Mr. Oda's property (i.e. 365 Pembina St.) consist of old clothing, boxes and barrels and are of no value whatsoever.

Mr. H. F. Green made the following notation regarding the above on said letter: "View letters August 25, 1942, consider these can be ignored."

In this connection our letter of September 8, 1943, to Coulthard, Sutherland reads in part as follows: "We note your remarks regarding the contents of Mr. Oda's property and will leave to your discretion the disposition of same."

321 Johnston Street, New Westminster, B.C.

Mr. Oda, in his JP Form declared owning household furniture and effects at 321 Johnston Street, where he lived with his father and mother. Neither of the last-mentioned declared owning chattels in their JP Forms.

Mr. T. S. Annandale, in his report dated April 13, 1942, included a list of effects left at 321 Johnston Street. This list, however, was just a duplicate of the one declared by Miyoshi Oda.

All chattels were removed from 321 Johnston Street by Coulthard, Sutherland & Co. Ltd., our agents, to our storage at the Japanese School, 318 Boyne Street on June 20, 1942. A list of these chattels was sent to Miyoshi Oda at Dresden, Ontario with our letter of August 25, 1942, and returned duly confirmed and dated August 31, 1942.

Miyoshi Oda's father, Sekitaro Oda, had a number of the effects stored at 318 Boyne Street, sent to him at Slocan, B. C., in March 1944, shipping charges were paid by Miyoshi Oda, as per his request in letter dated December 20, 1944.

Effects declared by Miyoshi Oda and inventoried by Coulthard, Sutherland & Co. Ltd. were not identical. The goods, however, which were not found were quite probably sold by the Odas before Evacuation or were taken with them to Slocan, B. C., in any case they have never made any inquiries regarding same and Miyoshi Oda signed the list of effects removed from 321 Johnston Street by Coulthard's, stating that the list represented all his chattels remaining in any restricted area of B. C.

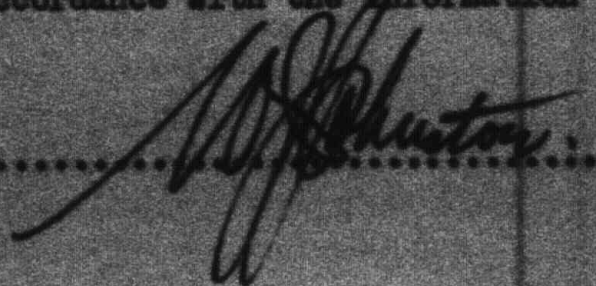
P.T.O.

CHattel SUMMARY CONTINUED

File No. 1632
8093

The net proceeds received from the sale of chattels amounted to \$32.72, which amount has been credited to Account No. 1632, Miyoshi ODA, Registration No. 08157

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


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WJS/TMS

File No. 1632

November 12, 1946.

Date Declared: March 17, 1942.
 Inventoried: June 25, 1942.
 Evacuated: March 26, 1942.

CHattel SCHEDULE

*Charges re shipping
 chattels reflects to
 Mr. Sekitaro ODA were
 paid from Miyoshi ODA's
 account at the latter's
 request. Letter Dearborn*

Declared	Inventoried	Auctioned	Disposition
Living Room Furniture		Hall rack-25/2/44 Stool-25/2/44	
	10 chairs	3-17/5/44 8-15/3/44	
	3 small tables	3-25/2/44 2-13/3/44	
Bedroom Furniture		Mirror-17/5/44 3 Wash Stands-25/2/44 Chest Drawers-15/3/44	
	6 Bed Ends 3 Bds. Bed Rails)	1 Bed-25/2/44	1 Bed shipped to father Sekitaro ODA, File 8093
	4 Bed Springs	2-25/2/44	1 Not Found 1 shipped to father, Sekitaro ODA, File 8093.
	1 Chest Drawers	25/2/44	
Pedal Sewing Machine			Not Found
Gramophone			Not Found
Garden Tools		Group-25/2/44	
Bathtub			Not Found
Kitchen Stove			Not Found
Heater			Not Found
Kitchen Utensils		Wash Boards-25/2/44 Lot Crockery-15/3/44 2 Driers-17/5/44	Chinaware shipped to father, File 8093.
	1 Pot		Probably in box shipped to father, File 8093.
Trunks etc.	1 Trunk	Jun 27-Jul. 3/46.	
	2 Boxes		Shipped to father, 8093.
	1 Lantern		Probably in box shipped to father, File 8093.

CHattel SCHEDULE CONTINUED

Declared	Inventoried	Auctioned	Disposition.
	1 Suitcase		Shipped to father, File No. 8093.
	4 Rolls Linoleum	15/3/44	
	1 Map		Probably in box shipped to father, File#8093
	1 Box	15/3/44	

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

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Administration Department.

WJJ/HMS

Articles of Agreement

made in duplicate this 9th day of October in the year
of our Lord one thousand nine hundred and forty-one.

BETWEEN:

CORPORATION OF THE CITY OF NEW WESTMINSTER,

(Herein called the "Vendor" of the one part)

—and—

MIYASHI ODA of 321 Johnston Street in the City of New Westminster
and Province of British Columbia, Millworker.

(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 City of New Westminster, Province
of British Columbia, and more particularly known and described as:

Lot Nineteen (19) of the Westerly half of Lot Twenty-six (26)
of D.L. 757, Gp. One (1), Map 2366.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the
price or sum of One Hundred twenty 00/100.....

Dollars, (\$ 120.00), of lawful money of Canada, payable in manner and on the days
and times hereinafter mentioned, that is to say: the sum of Forty 00/100.....

..... Dollars (\$ 40.00)

on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor),

and the balance as follows: Sums of:

Twenty-six 66/100 Dollars (\$26.66) on the 9th day of April, 1942.

Twenty-six 67/100 Dollars (\$26.67) on the 9th day of October, 1942

Twenty-six 67/100 Dollars (\$26.67) on the 9th day of April, 1943.

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of Six (6) per cent. per annum, payable with each instalment of principal, and interest at said rate after maturity on all monies due and unpaid.

PROVIDED that if no previous default has been made, the Purchaser may at any time before the same becomes due, pay the balance of the purchase money then unpaid together with interest thereon at the rate aforesaid to the date of such payment.

PROVIDED that on default in payment of any instalment the whole of the purchase price and interest aforesaid shall immediately become due and payable

THE PURCHASER covenants, promises and agrees with the Vendor that the Purchaser will well and truly pay, or cause to be paid to the Vendor, the said purchase money above mentioned together with interest thereon at the rate aforesaid on the days and times and in the manner above mentioned, AND also shall and will pay and discharge all taxes, rates and assessments (including local improvement rates) wherewith the said land may be rated or charged from and after the date hereof, and the proportionate part of such taxes and rates for the current year.

THE PURCHASER shall investigate the title at his own expense; and the Vendor shall not be required to produce any abstract of title, title deeds or evidence of title save those in its possession or to furnish copies of the same, and unless the Purchaser shall within fifteen days from the date hereof notify the Vendor in writing of any objection he may have to the title of the Vendor to said lands he shall be deemed to have conclusively accepted the Vendor's title thereto.

AFTER PAYMENT of the first instalment above mentioned the Purchaser shall be let into possession of said lands and may occupy and enjoy the same until default be made in payment of any of the said purchase money or interest, but until final payment hereunder the Purchaser shall not commit or permit any waste upon the said premises, and on default doth attorn to and become the tenant at will of the Vendor.

THE PURCHASER covenants and agrees with the Vendor that he will keep the buildings on the said premises insured in a company approved by the Vendor for a sum not less than the insurable value thereof and pending final payment hereunder such insurance to be in the name of the Purchaser with loss, if any, payable to the Vendor.

AND the Purchaser for himself, his heirs, executors, administrators or assigns, hereby covenants and agrees to and with the Vendor that he will within a period of 12 months from the date hereof, commence and thereafter with all reasonable dispatch prosecute to completion, the erection on the said premises of a building of not less than the value of \$ 1,000.00 and the failure of the purchaser his heirs, executors, administrators and assigns to comply with the provisions of this covenant shall be dealt with in the same manner as a default in payment and shall be subject to the same conditions and forfeitures.

TIME is of the essence of this Agreement, and unless the payments above mentioned and each of them are or is punctually made at the time and in the manner herein provided, and so often as any default shall happen in making such payment, the Vendor may give the purchaser notice in writing, by personal service or under prepaid registered mail addressed to the Purchaser at:

321 Johnston Street,
New Westminster, B.C.

DEMANDING payment of the amount due the Vendor and in case such default shall continue for ninety (90) days after the mailing of the said notice, all the right, title and interest of the Purchaser, his heirs, executors, administrators and assigns in and to this Agreement, the amounts paid herein, and the lands referred to herein shall cease and determine and the said lands shall immediately become revested in the Vendor free from all claims and the amounts paid shall be forfeited to the Vendor at the expiration of the said period of ninety (90) days.

PROVIDED that should this Agreement be registered in the Land Registry Office as a charge upon the lands herein described the Registrar of Titles upon the Vendor filing with him a Statutory Declaration of the continuation of the default until after the expiration of the said ninety (90) days and of the mailing or personal service of the notice herein required shall cancel all charges or encumbrances of whatever nature appearing in the records of the Land Registry Office against the said lands.

UPON fulfilment by the Purchaser of the terms of this Agreement and payment of the purchase money aforesaid the Vendor covenants with the Purchaser that he will execute conveyance of the lands aforesaid to the Purchaser but such conveyance shall not contain any covenants.

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 the 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.

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

IN WITNESS Whereof the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

by the Vendor in the presence of:

"F. J. Hume"

"A.G. Brine" Mayor.

Clerk.

SIGNED, SEALED and DELIVERED

by the Purchaser in the presence of:

State full name,
address and
occupation of
witness.

I HEREBY CERTIFY that on the **18th** day of **October** 19**41**,
at the City of New Westminster, in the Province of British Columbia, **A.G. Brine**
who is personally known to me, appeared before me and acknowledged to me that he is the Clerk
of the Corporation of the City of New Westminster, and that he is the person who subscribed his
name to the annexed instrument as clerk of the said Corporation, and affixed the seal of the Cor-
poration to the said instrument, that he was first duly authorized to subscribe his name as aforesaid,
and affix the said seal to the said instrument, and that such Corporation is legally entitled to hold
and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and
~~Seal~~ at New Westminster, in the Province of British Columbia,
this **18th** day of **October**, one thousand nine
hundred and **forty-one** (19**41**).

"H. Norman Lidster"

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

Sold in accordance with Land Sales By-Law No. 15, 19**41**.

C O P Y

Dated October 9th, A.D. 19 41.

Corporation of the
City of
New Westminster

—TO—

MIYASHI ODA

Agreement for Sale

PACIFIC CANADIAN PRINTING CO.

Report of

Miyoshi ODA, Reg. No. 08157.

REAL ESTATE AND PERSONAL PROPERTY

365. Number changes

LOCATION: 559 Pembina Street, New Westminster.

DESCRIPTION: Lot nineteen of the Westerly half of Lot twenty-six (26) of D. L. 757, Group One, Map 2366.

BUILDINGS: A seven room house under construction which has been boarded up.

INVENTORY: Attached. We have moved these things to storage at the Japanese School, 518 Boyne Street. *noted*

INSURANCE: There is at present \$500.00 insurance on the property. We will attempt to ascertain the expiry date of this.

LIABILITIES: None.

TAXES: Paid up to date. (\$17.04).

REMARKS: As this house is uninhabitable there is no other alternative than to let this man's affairs stand as at present and we so recommend. ✓

June 25, 1942.

File No. 1632.

Submitted by:

F. H. Coulthard
F. H. Coulthard.

COULTHARD, SUTHERLAND & CO. LTD.

NEW WESTMINSTER, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

AUG 24 1942

Dresden Camp, ^{Cell}
Dresden Ont.
Aug 16/42.

Dear Sir -

I have received your list of my personal effects which I left at 321 Johnson St of which you have removed to storage. Also you have requested that I sign one of the duplicates to be returned to you if the list is satisfactory.

Unfortunately at the end of the list I must declare the following:

~~except~~ "I have no other property in the restricted area of British Columbia."

I find that I am unable to do this as I have a partially constructed house and a lot on Pembina St. in New Westminster of which I have declared on my registration form at your office on March 17th.

I am returning the copy of the two lists as I would like to have you

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

August 25, 1942

File #1632

Name: ODA, Miyooshi SEP 8 1942

Reg. No: 08157

LIST OF CHATTELS STORED AT JAPANESE SCHOOL, 318 BOYNE ST.,
NEW WESTMINSTER, B. C.

2 boxes	#1/2	
1 lantern	#3	✓
1 suit case	#4	
4 rolls linoleum	#5/8	✓
1 map	#9	
6 bed ends	#10/15	
4 bed springs	#16/19	
3 bdls. bed rails	#20/22	
1 box	#23	
1 trunk	#24	
1 chest drawers	#25	
3 small tables	#26/28	
10 chairs	#29/38	✓
1 pot	#39	

EXHIBIT No

981-3

DATE

26 apr 1948

FILED BY

J. W. G. Hunter

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

Confirmed:

DATE: August 31, 1942

SIGNED:

Miyooshi Oda

Please sign and return one copy to the custodian.



EVACUATION SECTION	
Rec'd	APR 26 1943
File No.	
Ans.	None
Referred	Ennis

Great Lakes Lbr. Co.
Camp 100

Fort William Ont.

April 22/43.

Office of Custodian ^{and}

1506 Royal Bank Bldg.

Vancouver B. C. (re file No. 1632.)

Dear Sir:-

In regards your query that I had informed
Kehar Singh of 344 Johnson St. New Westminster
that I was willing to sell the partially
constructed house at 385 Pembina St. for
\$450.00 is erroneous. To my knowledge I
have only made one attempt to sell my property
and that was in March of 1942 to a Chinese
person for a sum of \$600.00, then due to my
hurried evacuation on March 29 for Ontario I
was unable to complete the negotiation. However
my parents, who resided in New Westminster
until June of 1942 may have quoted the above
price of \$450.00 to the aforementioned person
namely Kehar Singh, but it was entirely
without my consent therefore I wish to have
it considered invalid.

However if the aforementioned Hindu



desires to purchase the house I shall
quote the price of \$600⁰⁰ and no less.

It is The house and property's registered
valuation is \$750⁰⁰ so I am unable to
sell it at too great a loss on my part.

Trusting this to be a satisfactory
reply to your letter I remain

Yours Truly
Miyoshi Oda
(08157)

This Agreement,

made in duplicate this Twentieth
day of August in the year of Our Lord one thousand nine hundred and forty-three
BETWEEN

WILSON ODA, Millwright, Great Lakes
Lumber Company, Fort William, Ontario,

hereinafter called the "said Vendor," of the one part.

AND

GEORGE CASSARY, Machinist, and PAULINE
CASSARY, his wife, both of 203 Owen
Avenue, City of New Westminster, Province
of British Columbia, JOINT TENANTS,

hereinafter called the "said Purchaser," of the other part.

WHEREAS, the said Vendor has agreed to sell to the said Purchaser and the said Purchaser has agreed to purchase of and from the said Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster, Province of British Columbia, more particularly known and described as Lot Nineteen of the West half (1) of Lot Twenty-six (26) of District Lot Seven hundred and fifty-seven (757) Group One (1) Map Two Thousand three hundred and sixty-six (2366)

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of SIX HUNDRED AND FIFTY ~~(650.00)~~ Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of TWO HUNDRED ~~(200.00)~~ Dollars on the execution of this agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: **The sum of fifty (50.00) Dollars per month including interest at six per cent (6%) on the first day of October, 1945, and every month thereafter until the full purchase price of Six Hundred and fifty dollars (650.00) has been paid.**

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE said Purchaser DOTH COVENANT, PROMISE AND AGREE, to and with the said Vendor that he or they shall or will well and truly pay, or cause to be paid, to the said Vendor the said sum of money above mentioned, together with the interest thereon at the rate of _____ per cent. per annum, on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from date until payment: AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the said Vendor DOTH COVENANT, PROMISE AND AGREE to and with the said Purchaser to convey and assure, or cause to be conveyed and assured, to the said Purchaser, by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except local improvement assessments or taxes and sewer rates, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the said Purchaser and shall contain the usual statutory covenants, but the said Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in the possession of the said Vendor.

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

AND it is expressly agreed that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the said Vendor may give the said Purchaser **thirty days** days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the said Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the said Vendor as liquidated damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the said Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE SAID PURCHASER shall and will during the continuance of this Agreement, and so long as any money remains unpaid thereunder, insure and keep insured against loss or damage by fire all buildings or other erections erected on the said lands, or which may be hereafter erected hereon, in the sum of not less than

with some insurance Company to be approved of by the said Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over unto the said Vendor the policy or policies of insurance, receipt and receipts, thereto appertaining, and if the said Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

AND ALSO, it is hereby agreed that the said Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment.

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

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, 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; AND wherever the singular and the masculine pronoun are used, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the said 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.

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

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

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

Signed, Sealed and Delivered
in the presence of

E. Patton

W. H. Carrady
609 Columbia St
New Brunswick N.J.

Salem

Miyoshi Oda

George Carrady
Pauline Carrady

Affidavit of Witness

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 thereof, 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 _____, 194_____

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

Victoria Printing and Publishing Co., Victoria, B.C.

Agreement for Sale of Land

GEORGE CASSADY & PAULINE CASSADY
Joint Tenants

—AND—

WOLFE ODA

Dated August 20, 194_____, 194_____

Date Paid	Principal	Interest	Paid to

for Maker of a Deed

I HEREBY CERTIFY that, on the _____ day of _____, 194_____, at _____, in the _____ of _____ (whose identity has been proved by the evidence on oath of _____ who is) personally known to me, appeared before me and acknowledged to me that the person _____ mentioned in the annexed instrument as the maker _____ thereof, and whose name _____ subscribed thereto as part _____, that _____ knows the contents thereof, and that _____ executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at _____ this _____ day of _____, in the year of our Lord one thousand nine hundred and forty_____

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.

File 11298
white paper (Royal Trust).
to Jap
to hidden
Similar case.

MEMORANDUM

Have Coulthard prepare
assignment of agreement
at expense of purchaser.
Send him to Jap for signature
after purchase has been executed
same. Then Jap to
not purchase may require
his assignment.

To be assigned as at date of Jap
7200

File No. 1632.

TO: Mrs. BeArthur.

FROM: W. J. Johnston.

August 16th, 1943.

Re: Miyoshi Oda - Reg. No. 08157,
365 Pembina St., New Westminster.

I am sending to you herewith file 1632. Mr. Coulthard of Coulthard, Sutherland & Co. Ltd. phoned today and stated that he had obtained the balance of the initial payment of \$200.00 on the purchase price of \$650.00 for the lot and unfinished dwelling at the above address. He stated that the purchaser wishes to have possession as soon as possible; the house is vacant at the present time.

The property is registered in the name of the City of New Westminster to whom Oda is indebted in the sum of approximately \$67.00 under an Agreement for Sale. There are no other encumbrances against the property.

At this date, Oda's credit balance with the Custodian amounts to \$4.65 and for this reason it will be necessary to have the balance due under the Agreement for Sale plus Oda's share of 1943 taxes paid from monies on hand in Mr. Coulthard's office.

Please advise me if it will be in order to have the Deed drawn in favour of the Custodian rather than Mr. Oda. Also, whether the two Conveyances necessary will be drawn at this office or by Coulthard, Sutherland & Co. Ltd.

Your advice in this connection will be much appreciated.

{ Clear title for Jap.
{ Agt/Sale to purchases signed by Jap.

WJN/P.

The Deed is to be drawn in favor of the Jap by City of New Westminster
Commission from Jap to Secretary of State (Placing on Jap's
Deed from Sec. of State to purchases. (Register on Jap's)

1632.

August 23rd, 1943.

VIA AIR MAIL.

Mr. Hiyoichi ODA,
Registration No. 08157,
c/o Great Lakes Lumber Co.,
Camp 100,
FORT WILLIAM, ONTARIO.

Dear Sir:

Re: 365 Pembina Street, New Westminster.

With further reference to our correspondence with you regarding the sale of your property, we are now in a position to advise you that our agent in New Westminster, Messrs. Coulthard, Sutherland & Co. Ltd., have finally obtained purchasers who have agreed to pay the sum of \$650.00 on the following terms:

\$200.00 cash and \$50.00 per month including
interest at 6 per cent.

Our agent's commission amounts to \$50.00 so this will leave \$600.00 net which is the amount you agreed to accept in your letter of April 22nd, 1943.

The purchasers are George Casady and Pauline Casady, his wife, of 203 Eden Avenue, New Westminster, and they wish to obtain possession as soon as possible in order to prepare for the winter season.

We are writing to the Supervisor at your Camp and sending him the original and two copies of the Agreement for Sale for you to sign and have witnessed and return to us. You may retain one copy for your own use. Please attend to this matter without delay and oblige.

Yours truly,

W. J. Johnston,
Administration Department.

WJ/P.

Great Lakes Lumber Co.
Port William Ont.
Oct. 8/43.

The Office of the Custodian
506 Royal Bank Building.
Hastings and Granville St.
Vancouver B. C.

Refer. to File No. 1632

No. 705

No. 15124

EVACUATION SECTION

Rec'd. OCT 13 1943

File No.

Ans.

Referred

Dear Sir:-

Have received your letter dated Oct. 4.
requesting my confirmation of claims against
my estate. Namely.

1. M. Nishiguchi Co. Ltd. ~~\$100.00~~ \$100.00
2. K. Oda and N. Oda. \$320.00

And whether K. Oda's declaration of \$193.00
is correct.

Yes I have all those claims to settle
and also \$127.00 to N. Oda (file # 15124)
I was not sure but it was around \$125. to
\$130.00 that I owed N. Oda.

To M. Nishiguchi Co. Ltd. I owe \$100.00
and to K. Oda I owe \$193.00 and they are
debts still outstanding and also \$127.00

to N. Oda.

Leaving me a total debt outstanding of
\$420⁰⁰/_{xx}.

However I am not able to lay a claim on
the amount that remains from ~~my~~ the sale
of my property which amounted to \$650⁰⁰/_{xx} minus
~~\$50⁰⁰/_{xx}~~ for agents fee, until the property has
been paid for I presume.

Therefore as my brother N. Oda has his
claim due and it is our desire to have
our parents join us in Ontario, and in so
doing we require some money, ~~we~~ would very
much appreciate it if you would send the
money due N. Oda, to assist us in making
preparations prior to calling out my father
mother and sisters.

Hoping you will reply at your earliest
convenience I remain

Yours Truly,
Miyoshi Oda
(08157)

To J. L. Lee
P.O. Box 1.
Camp 8,
Heraldton Ontario
Dec 20/43

Custodian of Enemy Property,
Royal Bank Bldg,
Granville & Hastings,
Vancouver B.C.

File No. 15124 & 1632.
Dear Sir:

EVACUATION SECTION	
Rec'd	DEC 28 1943
File No	15124 & 1632
Ans.	
Referred	

My parents Mr and Mrs S Oda (Reg. No. 08349 and 08350) respectively residing at Lemon Creek B.C. had certain articles stored at 318 Boyne St. New Westminster sent out to them but unless they pay the charges of shipping the Security Commissioner at the Lemon Creek will not release the articles. As I desire them to have the articles would you please pay the shipping charges from the amount I have credited to me in the aforementioned File Number.

Hoping you will oblige I remain
Yours Sincerely
Miyoshi Oda (08157)

the partially constructed house
and lot to the list as I am sure that
the partially constructed house and lot
will come under the category of
property of which I would have
remaining in the restricted areas, or
else to have the aforementioned clause
altered to state that that is all the
~~person's~~ household effects which does not
include houses or lots of which I have remaining in
the Restricted Areas.
If it is not too troublesome may
I have my request granted.

Yours Truly,

Miyoshi Oda.

Reg. # 08157

NAME ODA, Hiroshi

REGISTRATION NO. 08197

FILE NO. 1032

The following chattels were sold by public
 auction at New Westminster, B. C. ON February 28, 1946.

Wash Stand	\$ ✓ .75
Hall Rack	✓ 1.00 ✓
2 Tables	.50 ✓
Trimmings	.75 ✓
Dresser & Wash Stand	✓ 4.00
Wash Stand, Screens & Wash Bds.	✓ 1.00
Cross cut saw	✓ .75 ✓
Bed & 2 Springs	✓ 1.00
Table & Stool	✓ .75
Lot Tools	1.00 ✓

Total:	(Auctioneer's Fee: \$ 1.75	\$	
	(Advertising: 0.43		17.50
Less Expenses:	(Movings: 1.63	\$	5.16
	(Rents: 1.15		
Net Proceeds Credited:		\$	<u>12.34</u>

Members of Custodian Staff Present.

Mr. Iverson

Extracted from Auctioneering list No.

New Westminster 7.

Remarks.

NAME ORD, Miyoshi

REGISTRATION NO. 08157

FILE NO. 1632

The following chattels were sold by public
 auction at New Westminster, B. C. ON March 15, 1914.

Box Sundries	\$ 1.50 ✓
5 Chairs & Rocker	✓ 3.00
Lot Toys	1.75 ✓
Chest Drawers	2.00 ✓
Linoleum (2 pieces)	✓ 2.25
Lot Crockery	✓ 2.25
2 Chairs & 2 Rolls linoleum	✓ 2.50
Table	1.00 ✓
Table	.25 ✓
Piano (Child's)	1.25 ✓

Total:	(Auctioneer's Fee) \$ 1.77	\$
	(Advertising) 0.50	17.75
Less Expenses:	(Moving) 2.17	5.95
	(Rent) 1.11	
Net Proceeds Credited:		\$ 12.20

Members of Custodian Staff Present.

Mr. Iverson

Extracted from Auctioneering List No.

New Westminster 8.

Remarks.



NAME ODA, Miyoshi

REGISTRATION NO. 08157

FILE NO. 1632

The following chattels were sold by public
auction at New Westminster, B. C. on May 17th, 1944.

3 Chairs
2 Drivers
Mirror

\$ 3.00
✓ .50
✓ 4.50

Total
Less Expenses: (Auctioneer's Fee: \$0.80
(Advertising: 0.21
(Moving: 1.02
(Rents: 0.28
Net Proceeds Credited:

\$ 8.00
\$ 2.31
\$ 5.69

Members of Custodian Staff Present.
Extracted from Auctioneering list No.

Remarks. *Not listed on inventory*

Mr. Iverson
New Westminster 11.



3642

August 15, 1944.

Mr. Angelo Palazzo,
3227 East 48th Avenue,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 85
756 East Cordova Street
12/60/181

Your letter of July 19th and offer to purchase the above property for the sum of \$1,050.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the amount of the purchase price, namely, \$1,050.00.

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

After the documents have been registered a statement of adjustments of taxes, etc. will be prepared, including registration fees, and forwarded to you.

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

Yours truly,

F. G. Shears,
Director.

GP:EB



3642

August 21, 1944.

Mr. Angelo Palazzo,
3227 East 48th Avenue,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 85
756 East Cordova Street
12/60/181

This will acknowledge receipt of your letter of August 17th in which you enclosed your certified cheque for \$1,050.00 the full amount of the purchase price for the above property.

We note that you wish this property to be registered in the name of Angelo Fedele Palazzo, Tobacconist, of 3227 East 48th Avenue, Vancouver, B. C., and that you are a British Subject.

As previously advised, conveyance will be prepared and forwarded to Ottawa with our recommendation for acceptance, and if accepted, adjustments will be calculated as of the date of this letter.

Yours truly,

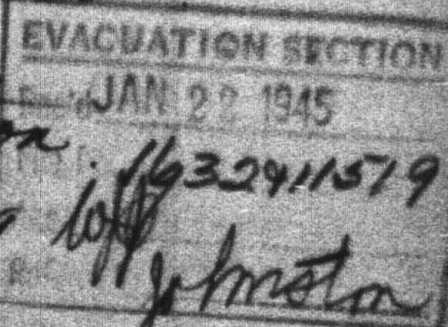
F. G. Shears,
Director.

GP:EB

413 Connolly St.
Port William Ont.
Jan. 16/45.

Department of the Secretary of State
Office of the Custodian
Japanese Evacuation Section

506 Royal Bank Building
Vancouver B. C.



File Number. 1632 and 11519.

Dear Sir.

In reply to your letter of the
29th of November stating that M.
Nishiguchi Company Limited claims that
I am indebted to them to the further
amount of \$16.67. I wish to state
that I, myself signed the note of \$100⁰⁰
assuming full responsibility for the
sum of the aforesaid \$100⁰⁰ to be
paid by me. I have paid that sum
through the account held by the Custodian.
As for the remaining \$16.67, I am not
responsible for that as I did not sign
any notes making myself liable for \$16.67.
Therefore will you tell Mr. Nishiguchi
that I am only responsible for the

¥100⁰⁰~~xx~~ note to which I attached my
signature and have him collect the
remainder from the party responsible
for the indebtedness to M. Nishiguchi
Co. Ltd.

I ~~hope~~ this will clarify the matter
to the best of my ability.

Also it is my desire to have the
remaining sum held by the custodian
forwarded to me to ~~have~~ at your
earliest convenience as that will
settle all matters in regards to my
account with and in the Custodian.
Trusting you to oblige.

I remain

Yours Truly
Miyoshi Oda
(08157)

1632 ✓
11519

January 23rd, 1945.

Messrs. M. Nishiguchi Co. Ltd.,
Bridge River Townsite,
Shalalth P.O., B. C.

Attention Asaziro (Arthur) NISHIGUCHI
Registration No. 01920.

Dear Sirs:

Re: Miyoshi ODA
Registration No. 08157.

With reference to your letter of November 22nd, 1944, we wish to advise you that we wrote to the above-mentioned in connection with the balance of \$16.67 which you claim is owing by him to you, and in reply he has written as follows:

"I wish to state that I, myself signed the note of \$100.00 assuming full responsibility for the sum of the aforesaid \$100.00 to be paid by me. I have paid that sum through the account held by the Custodian. As for the remaining \$16.67, I am not responsible for that as I did not sign any notes making myself liable for \$16.67. Therefore will you tell Mr. Nishiguchi that I am only responsible for the \$100.00 note to which I attached my signature and have him collect the remainder from the party responsible for the indebtedness to M. Nishiguchi Co. Ltd."

In view of the foregoing remarks made by Mr. Oda it will not be possible for us to pay you the amount in question. If you so desire, however, you may communicate with him direct at 413 Connolly Street, Fort William, Ontario. Kindly advise us if you should make any settlement in this connection.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS

M. NISHIGUCHIJapanese General Store and Rice Mills
Importer and ExporterBridge River Townsite,
Shalalth P.O.

NEW WESTMINSTER, B.C., February 22nd, 1945.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.File No. 11519.
1632.

EVACUATION SECTION	
Rec'd	FEB 28 1945
File No.	11519 91632
Ans.	4/9/2 28/2/45
Referred	Johnston

Attention: Mr. W. J. Johnston,
Administration Department.Re: Miyoshi ODA ---- Claim \$16.67.

Dear Sir:

Thank you kindly for your letter dated February 17th. 1945 re. above claim of \$16.67.

It is true when Mr. Miyoshi Oda wrote to you that he had only signed a note for the sum of \$100.00. On March 12th. 1942, Mr. Sekitaro Oda, Reg. #08349 (father of Miyoshi) was in debt with us for \$116.67 and when our salesman went to collect this above sum in March 1942, just prior to our evacuation, Mr. Miyoshi Oda undertook and signed the note for \$100.00 and Mr. Sekitaro Oda promised to pay the balance sum of \$16.67 before evacuating New Westminster, but he has failed to do so.

I would appreciate therefore, if you would be kind enough to communicate with Mr. Sekitaro Oda, Reg. #08349, Slocan, B. C., for balance claim of \$16.67.

Yours truly,

M. NISHIGUCHI COMPANY LIMITED.

Per *M. Nishiguchi*
M. Nishiguchi.

11519
8093
1632 ✓

February 28th, 1945.

Messrs M. Nishiguchi Co. Ltd.,
Bridge River Townsite,
Shalalth P.O., B. C.

Dear Sir:

Re: Miyoshi ODA - \$100.00
Sekitaro ODA - \$16.67

We are in receipt of your letter of the
22nd instant, and note contents.

In view of the fact that Mr. Miyoshi ODA
only signed a note for \$100.00 and, having collected
this amount from him, we are closing our file in
this connection.

Mr. Sekitaro ODA does not have any funds
with the Custodian and we would, therefore, ask you
to kindly communicate with him direct. His Registr-
ation Number is 08349 and his last known address was
Lemon Creek, Slocan, B. C.

Regarding Mr. Sekitaro ODA's account we
might mention that his file shows that when you
lodged your claim against him with the Custodian on
August 15th, 1942, you gave the amount of his in-
debtedness as \$100.00 and not \$116.67. If you should
be successful in effecting a settlement of this
matter we would ask you to please write us in order
that our files may be complete.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS

Date... April 26th 1945.....

REAL PROPERTY MEMORANDUM

File No. 1632

Name (Mr.) Miyoshi ODA.....Registration No. 08157

Re: Catalogue No. Nil. Sold by Special Arrangement.

Address: 365 Pembina Street, New Westminster, B. C.

Legal Description: Lot 19/26 W₂/757/2366.
Unfinished dwelling.

TITLE AND ENCUMBRANCES

A. Certificate of Title No. 124067-E

Whereabouts: Land Registry Office,
New Westminster, B. C.
Reg. No. -----

Registered owner: Corporation of the City of
New Westminster.

Property: Lot 19 of the West half of Lot 26 of Lot 757, Group 1, Map 2366,
City of New Westminster.

B. Charges.

Registered: Nil

Vesting: In Custodian. Filing No. 26185. August 30, 1943.

Unregistered: Deed dated April 21, 1945, from Corporation of City of New Westminster to Miyoshi ODA. Deed and letter from A. J. Howell, City Comptroller, regarding correct spelling of ODA's given name, attached hereto.

Taxes: \$16.80 (net). Paid in full to Dec. 31, 1944. Arrears: Nil

Water: Nil

Insurance: \$500.00. Expiry date Oct. 2, 1944. Renewed by purchaser.

Assessed Value: Land: \$240.00

Improvements: \$1,700.00

Valuation by Appraiser: Not appraised. Mr. Miyoshi ODA quoted price of \$600.00 in letter dated April 22, 1943.

✓ Amount of Bid: \$650.00. Paid in full. See letter 22/7/44.

Approved by Advisory Committee: Not obtained. Price satisfactory to Mr. ODA as stated above.

✓ Paid as shown in attached letter: Paid in full.

Name of transferee as attached letter: George Cassidy, Machinist, and Pauline Cassidy, his wife, both of 365 Pembina St., New Westminster. "Joint Tenants."

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

Nil

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

Nil

Chattels: Particulars of those stored on the premises.

Nil

Named Agent: Sold through Coulthard, Sutherland and Company Limited.

Memorandum compiled by:
[Signature]
Administration Department.

1632

REGISTERED A/R

July 17, 1945.

Mr. and Mrs. George Cassady,
365 Pembina Street,
New Westminster, B. C.

Dear Sir and Madam:

Re: 365 Pembina Street
19/26 V/757/2366
New Westminster, B. C.

Further to our letter dated June 13, 1945 attached please find
Certificate of Title No. 187933-B registered in your names jointly and
covering the above described property.

Yours truly,

George Peters,
Administration Department.

GP:MA
Enc.

POST OFFICE DEPARTMENT ADMINISTRATION DES POSTES CANADA		ACKNOWLEDGMENT OF RECEIPT AVIS DE RECEPTION	
This side to be filled in by office of origin La recte est à remplir par le bureau d'origine		To be filled in by sender who will indicate his full address À remplir par l'expéditeur qui doit inscrire ci-dessous son adresse complète.	
REGISTERED ARTICLE Envoi recommandé		EVACUATION SECTION JUL 19 1945	
ENTERED AT THE OFFICE OF Enregistré au bureau de poste de		RETURN TO: Custodian Of	
DATE UNDER NO		506 Royal Bank Building	
ADDRESSED TO Address à		Vancouver, B. C.	
365 Pembina Street AT NEW WESTMINSTER, B. C.		1632	
SLS-25a, 60-5-1-42		CANADA	

File No. 1632
365 Pembina Street
New Westminster, B. C.
19/W 26/757/2366

EVACUATION SECTION	
Recd	JUN 26 1945
File No.	
Ass.	
Refused	

Control of the above described property is by us hereby acknowledged and we agree that all adjustments and incidents connected with the sale to us of this property have been settled.

Dated at New Westminster this 23 day of June 1945.

Signed

A. Cassidy

Return to the Custodian

6.26

1632/08157

ODA, Miyoshi

Closing Adjustments as set out in
property

File No. 1632.
Uncatalogued.

July 12th, 1945.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Miyoshi ODA
City of New Westminster
Lot 19 of the W. $\frac{1}{2}$ of Lot 26 of
D.L. 757, Gp. 1, Map 2366.

With reference to the above property which was recorded in the New Westminster Land Registry Office, June 5th, 1945, we attach herewith the following documents in connection therewith.

1. Copy of application number 187931-E, dated June 5th, 1945, registering a Deed from Corp. of the City of New Westminster to Miyoshi ODA.
2. Copy of application number 187932-E, dated June 5th, 1945, registering the property in the name of the Custodian (Transmission).
3. Copy of application number 187933-E, dated June 5th, 1945, registering the property in the names of George Cassady and Pauline Cassady - Joint Tenants (Deed).
4. Duplicate of Agreement for Sale dated August 20th, 1943, between Miyoshi ODA, and George Cassady and Pauline Cassady (Joint Tenants).
5. Duplicate of Transmission dated May 25th, 1945.
6. Duplicate of Deed dated May 25th, 1945 - Secretary of State to George Cassady and Pauline Cassady - Joint Tenants.
7. Certificate of Indefeasible Title number 187933-E, dated July 7th, 1945, covering the above property in the names of George Cassady and Pauline Cassady - Joint Tenants.

DAG:JS
Atch.

D. A. Cramer

September 8th, 1945.

Mr. Miyoshi ODA,
Registration No. 08157,
413 Connolly Street,
Port William, Ontario.

Dear Sir:

Re: 365 Pembina Street,
19/26 W & 757/2366,
New Westminster, B.C.

With reference to the above mentioned property formerly owned by you which we sold with your approval for the sum of \$650.00, we wish to advise you that in connection with the final settlement with the purchasers it was necessary for us to pay the sum of \$11.30 to the Registrar for fees in registering the Deed. Your portion of this amount was \$6.00 and the purchaser was charged with the difference viz. \$5.30.

After all adjustments were made there remained a debit balance of \$5.10 in your account with the Custodian as shown in the statement forwarded to you with our letter of August 2nd, 1945, and we are asking you at this time to please forward this amount to our office.

Will you please give this matter your early attention as we would like to close your account and forward you a report on the administration of your affairs by the Custodian.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/O'B

NAME QDA, Mirzabi

REGISTRATION NO. 08157

FILE NO. 1632

The following chattels were sold by public
auction at Vancouver, B.C. on June 27 - July 1, 1946.

Trunk
Clothing

\$ 3.00 ✓
0.50 ✓

Total

Less Expenses: (Auctioneer's Fee: \$0.44
(Advertising: 0.20
(Moving: 0.37

Net Proceeds Credited:

\$ 3.50
\$ 1.01
\$ 2.49

Members of Custodian Staff Present.

Extracted from Auctioneering List No.

Remarks.

Mr. Wills

Vancouver 66.



EVACUATION SECTION	
Rec'd	MAR 11 1946
File No.	1632
Transferred	Winston

818 McMillan St.
Fort William Ont.

Custodian of Enemy Alien Property
Japanese Section
Vancouver B.C.

ENEMY SECTION	
Rec'd	MAR 11 1946
File No.	
Ans'd	
Refer'd	

Please refer to file number 1632.
Dear Sir -

I have received a letter from you stating that I am indebted to the custodian for the sum of \$5.10.

In regards to making payments I wish to draw your attention to the fact that I have been overcharged by the City of New Westminster for the lot on 365 Pembina Street New Westminster B.C. Legal Description, 19/26 W 1/2 / 757 / 2366 to the amount of \$40.⁰⁰/₁₀₀ forty Dollars. I have on hand receipts from the City of New Westminster for \$100.⁰⁰/₁₀₀. This amount was paid prior to my filing of property assets to you. The full sum of the aforementioned lot was \$120.⁰⁰/₁₀₀, therefore I had only \$20.⁰⁰/₁₀₀ remaining to be paid but on Sept. 7, 1943 you have stated that you had paid the City of New Westminster \$60.⁰⁰/₁₀₀. Therefore I believe I have

been overcharged to the amount of \$40. ~~22~~ 20
will you kindly look into the matter and
settle accounts from the sum received from
the city of Port William and forward the
remainder to me. I have on hand the receipts
received from the city of New Westminster.

On Aug. 12, 1941. Receipt No. 3843

\$40.00

for Agreement papers. \$ 5.00.

On Sept 10 1941. Receipt No. 3281

\$40.00

On Oct 14 1941. Receipt No. 4675

\$20.00

Total \$1,05.00

all for. Tax Sale Land Receipts.
on Tax Sale Land.

Re. Sub. 19 Sub. 26. W $\frac{1}{2}$ Lot 757 Blk GP. 1.
Please look into the matter immediately and
could you let me know about the outcome.

Yours Truly
Miyoshi Oda
(08157)

C
O
P
Y

810 McMillan St.
Fort William, Ontario.
March 5th 1946.

Custodian of Enemy Alien Property,
Japanese Section,
Vancouver, B. C.

Please refer to file number 1632

Dear Sir:

I have received a letter from you stating that I am indebted to the custodian for the sum of \$5.10.

In regards to making payments I wish to draw your attention to the fact that I have been overcharged by the City of New Westminster for the lot on 365 Pembina Street, New Westminster, B. C. Legal Description 19/26 W $\frac{1}{2}$ /757/2366 to the amount of \$40.00 forty Dollars. I have on hand receipts from the city of New Westminster for \$100.00. This amount was paid prior to my filing of property assets to you. The full sum of the aforementioned lot was \$120.00, therefore I had only \$20.00 remaining to be paid but on September 7, 1943 you have stated that you had paid the city of New Westminster \$60.00. Therefore I believe I have been overcharged to the amount of \$40.00 so will you kindly look into the matter and settle accounts from the sum received from the city of Fort William and forward the remainder to me. I have on hand the receipts received from the city of New Westminster.

On Aug. 12, 1941. Receipt No. 3843 - \$40.00
for Agreement papers - \$5.00

On Sept. 10, 1941. Receipt No. 3281 - \$40.00

On Oct. 14, 1941. Receipt No. 4675 - \$20.00

TOTAL \$105.00

all for Tax Sale Land Receipts on Tax Sale Land.

Re Sub. 19 Sub. 26 W $\frac{1}{2}$ Lot 757 Blk. Gp. 1.

Please look into the matter immediately and could you let me know about the outcome.

Yours truly,

"Miyoshi ODA"
(08157)

810 McMillan St.,
Fort William Ont.,
April 20/46.

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

EVACUATION SECTION	
Rec'd	APR 23 1946
File	163 ✓
Attn.	
Reference	Johnston

Please Refer to File #1632

Dear Sir:

I am in receipt of your letter of the
11th of April.

In regards to the claim lodged against
me by the Globe Fertilizer Company Limited
for the amount of \$18.18. I wish to state
that I have no knowledge whatsoever of
having partaken in any transaction with
the Globe Fertilizer Co. Ltd. under my
name so I do not consider myself liable
for any claim lodged against me by
the aforementioned Company.

Will you kindly look into the matter

1632
8527

June 27th 1946.

Mr. Miyoshi ODA,
Registration No. 08157,
810 McMillan Street,
Fort William, Ontario.

Dear Sir:

We wish to thank you for the information contained in your letter of April 20th 1946, in which you advised that you were not responsible for the claim filed against you by the Globe Fertilizer Company Limited. ✓

However, in reviewing our records it is noted that Mrs. Masu TAINAKA has lodged a claim against you in the amount of \$59.50. The following is an extract from Mrs. TAINAKA's letter to this Office:

"I would like to inform you a house rental claim, which to a Japanese family (Mr. Miyoshi ODA) was living in my house for (17) Seventeen month's rent. From January 1st (1941) till May (1942). This amounting to \$59.50 at a rate of \$3.50 per monthly."

Kindly supply this Office with information regarding this claim at your earliest convenience.

Yours truly,

W. J. JOHNSTON
ADMINISTRATION DEPARTMENT

WJJ/HMS

Globe Fertilizer
Phone 1137 Fraser

Oct. 22/46.
Phoned Mr. Aitken of
Globe Fertilizer today and he
stated he had "written off"
claim against Oda.
20ff

File No. 1632

March 27, 1943.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Niyoshi ODA
Registration No. 06157

Special Arrangement.

One Real Property only, being:

Lot 19 of West half of Lot 26 of Lot 757, Group 1,
Map 2366, City of New Westminster.

Buildings: Frame house under construction.

Location: 365 Pembina Street, New Westminster, B. C.
(Formerly 339 Pembina Street)

Assessment: Tax Notice attached showing value of Land \$240.00.
The Corporation of the City of New Westminster sell vacant
lots for approximately one-half of their assessed value.

Sold for \$650.00 by Messrs. Coulthard, Sutherland and Company Limited.
Mr. ODA quoted a price of \$600.00 in letter dated April 22, 1943.

NOTE - Mr. Hunter:

The Assessment Notice is not being put on the Claim File for the
under-mentioned reason. It is attached hereto.

The City of New Westminster sell vacant lots for approximately one-
half of their assessed value. In this case the lot was assessed at \$240.00
and Mr. ODA paid \$120.00 to the City. See Agreement attached.

The City assesses Improvements but they are not taxable as shown in the
Tax Notice attached to claim file.

In this case the assessment appears out of line because Mr. ODA himself
stated in letter dated April 22, 1943, as follows:

"The house and property's registered valuation is \$750.00"

In the same letter he stated he attempted to sell the property to a
Chinese in March of 1942 for \$600.00 and gave that amount as the price at
which he would sell. Messrs. Coulthard, Sutherland & Co. Ltd., sold the
property for \$650.00.

There is no accounting for the Assessor's valuation unless it is based
on the value of the house when completed. Mr. Oda may have quoted that
amount in applying for a building permit.

Letter dated August 16, 1942, states he has a "partially constructed house"
and JP Form states "Frame only up. Value \$750.00."

WJJ/HMS

.....*Johnston*.....

DIRECT SALE

NOV 28 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.

1632

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

- (1) NAME JOHN McDONALD (RCMP) Reg. No. 00137
(Print) JOHN McDONALD
- (2) Pre-Evacuation Address 321 JOHNSON ST., NEW WESTMINSTER, B.C.
- (3) Present Address 810 MCILLAN ST., FORT WILLIAM, ONTARIO
- (4) REAL ESTATE
- (a) Street Address (if any) 343 PEARSON ST., NEW WESTMINSTER, B.C.
- (b) Legal description (lot number, block number, section number, etc.)
LOT 19 OF THE WESTERLY HALF OF L T 26 OF D. L. 787
OF. ONE(1) MAP 2366
- (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) SEMI-FINISHED
- (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 - - - - - \$
(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 receivable) - - - - - \$
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 1140.00
(v) Amount at which Custodian sold property and credited your account - - - - - \$ 650.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - - \$ 490.00
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation NEW WESTMINSTER
JAPANESE SCHOOL, 218 BOYNE ST., NEW WESTMINSTER & 343 PEARSON ST.
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
SCHOOL AND HOUSE
- (c) How stored or packed at time of evacuation IN BOXES (SMALL ITEMS SUCH AS KITCHEN UTENSILS, ETC) LARGE ARTICLES SEPARATELY IDENTIFIED

(over)

CHATELLE OF MIYISHI ODA

CHATELLE STORED AT 318 BOYNE ST., NEW WESTMINSTER, B.C.

2	Large boxes of kitchen utensils	\$ 150.00
2	Small boxes of kitchen utensils	50.00
14	Kitchen chairs and 1 baby chair	15.00
1	Writing desk	5.00
3	Bed springs and mattresses	30.00
3	Boxes of school books & bibles, etc.	25.00
1	Dresser and contents	45.00
6	Rolls of Linoleum	22.00
	Wash tubs, buckets and pails, etc.	5.00
		555.00

CHATELLE STORED AT 345 PRINCE ST., NEW WESTMINSTER, B.C.

1	Farm Plow	\$ 15.00
1	Farm Harrow	10.00
7	Hoes	5.75
3	Big Digging Hook Forks	4.50
2	Small " " "	2.50
3	Garden rake	4.50
3	Round nose shovels	4.50
3	Double bitted axes	3.00
1	Hatchet	1.00
150	Lin. Ft. water Hose	3.50
3	Cases greenhouse glass (20 to case)	12.00
	Gramophone	10.00
3	Kitchen Tables	5.00
1	Picnic	1.50
	Horse chain 3 ft. long	2.00
10	4oz. preserving jars	5.00

CHATTERS OF MIYOSHI ODA

CHATTERS STORED AT 365 PEARSON ST., NEW WESTMINSTER, B.C. (2)

1 box millwright tools	\$ 87.00
60 galvanized water pipe	4.20
200 Bd ft. clear yellow cedar	40.00
3 bag of common nails	15.00
2 spools of electric wire	10.00
700 Common Brick	14.80
26 ft. 3 x3 blue lining	10.40
3 yd fine sand	3.00
10 sacks cement	6.50
2 6" thimbles	.30
1 7" thimble	.15
3 sacks pulverized lime	9.00
2 yds. Navy Jack gravel	3.50
1 load of wood	3.50
	\$ 301.40

J.R. 08157

ITEMS CONTAINED IN THE "2 LARGE BOX OF KITCHEN UTENSILS"

		Estimated Value	
3 doz.	Silver Tea Set	30.00	
2	Silver bread plates	10.00	
2	Silver cake plates	2.00	
20	Japanese Rice bowls	1.00	
1	Japanese Cast iron pots	25.00	no silverware included
2 doz.	Dinner plates	4.50	
"	Japanese saucers	7.20	
"	Enamel pots (large-12 qts.)	3.00	
"	Platter (large)	2.00	no aluminum included
"	Japanese mixing bowl	2.25	
"	lacquer candy bowl	2.50	
"	serving tray set	2.50	
40 pre.	lacquer chop sticks	.50	
"	dewanter	2.10	
doz.	wine cups	1.20	
"	tea cups	1.50	
doz.	Aluminum bottles	2.40	
"	Soup bowls	2.40	
"	Cup & saucer sets	2.40	
"	Bamboo chop stick holders	.70	
"	Flower vases	1.50	
"	Soy sauce servers	.50	
"	Washing pan	2.00	
"	Aluminum pots	2.30	
"	tea pot	1.80	
doz.	Assortment of knives, forks and spoons	12.00	
"	Roasting pans	1.80	
"	Aluminum frying pan	1.85	
"	Cast iron frying pan	2.50	
"	Rice mortar	.75	
sets	Water faucet	1.25	
"	Glass - Sugar and milk	1.50	
"	Porcelain milk jug	.75	
doz.	Medicine cabinet	2.75	
"	Glass tumblers	1.20	
"	Desert dishes	1.20	
"	Salt & pepper sets	1.00	
"	Butter dish	.50	
"	Bamboo rice pot	1.25	
	TOTAL	\$ 150.00	none of above added

note - in original book I was to inventory it was a box & later
a box - in all 3 boxes - a book - a book - a book
in original book they ask 3 boxes from K.V. a small box with a book in it

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 22.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

15

Port William, Ontario,
April 25th, 1948.

IN THE MATTER OF THE CLAIM OF
HIYOSHI ODA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the
Dominion Government.

S.H. CHERNIACK, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.

D.J. HANDFORD, Esq., Official Interpreter.

T.P. BURNHAM, Esq., Official Reporter.

30

2
H. Oda,
Ex Chief,
Discussion.

MR. CHERNIACK: I ask leave to amend this claim, my lord,
by withdrawing the real property claim.

I have substantially reduced the chattel
claim. I might make an explanation, that most of
these chattels were stored in a place of which
the Custodian was not aware, nor was he notified
as the claimant failed to notify him and has
decided he will withdraw it.

10 THE COMMISSIONER: What is the amendment to the chattel
claim?

MR. CHERNIACK: The claim there now stands, my lord,
at a valuation of \$241.50 less the sale price of
\$23.25.

THE COMMISSIONER: Which chattel claim are you abandoning?

MR. CHERNIACK: It is the second one, chattels stored at
365 Pembina Street, New Westminster, but my personal
chattel statement will show the full claim.

THE COMMISSIONER: Yes. I might have your figures again.

MR. CHERNIACK: \$241.50 claimed.

20 THE COMMISSIONER: And sold at?

MR. CHERNIACK: \$23.25, and the loss is \$218.25

HIYOSHI ODA, the claimant herein, being
first duly sworn, testified as
follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Oda, was this statement prepared in accordance
with your instructions? At Yes.

Q And that is your signature? At Yes.

Q Do you swear the contents to be true to the best
30 of your knowledge and recollection?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. GREENHACK: Your Lordship will note that this exhibit sets out the full statement as to the goods, the date when they were bought, the approximate price paid in certain cases, the estimated value at date of evacuation, and I have added a column showing the sale price by the Custodian, and noted opposite it as well the Custodian's remarks in one of the cases where there was no sale.

Now, my lord, you will note that the first item is for two large boxes of kitchen utensils valued at \$150.00. There is a sheet attached to the exhibit giving an itemization for that \$150.00. Now there is mention in the Custodian's file that certain chinaware and kitchen utensils were shipped to the father of the claimant, and that is the reason for the comment at the foot of Exhibit 1 to the effect that "on my claim form as filed, I deducted one bed and spring and two small boxes of kitchen utensils." That has been withdrawn from the claim, my lord. Then he goes on to say, "These were the boxes of kitchen utensils and the bed and spring which were shipped by the Custodian to my father. I have never at any time nor has my father received any of the utensils contained in these two boxes containing kitchenware." These are the two items referred to above, my lord. You will note, sir, that in the original claim there had been four boxes claimed. Two have now been withdrawn because

4
M. Oda,
In Chief,
Discussion; Cross-Exam.

they were received by the claimant's father and he is claiming for the two remaining boxes.

MR. HUNTER: It is submitted, my lord, that the chattels which were sold by the Custodian were sold for their fair market value. It is submitted that a number of the things for which claim is made were not declared and were not found. It is submitted that values claimed for property not sold by the Custodian are exorbitant.

10 CROSS-EXAMINATION BY MR. HUNTER:

Q Is this your signature on this J.P. form, Mr. Oda?

A Yes.

Q And was this completed in accordance with your instructions? At I gave that information.

Q The information contained in here was given by you, was it? At Yes.

20 MR. HUNTER: The J.P. form is dated the 17th of March, my lord, 1942. In it he declares, "In 521 Johnson Street living room furniture, bedroom furniture, (3 beds), pedal sewing machine; gramophone; garden tools; bathtub; kitchen stove; heater; kitchen utensils, trunks, etc.". I tender that, my lord, as Exhibit 2.

(J.P. FORM MARKED EXHIBIT NO. 2).

THE COMMISSIONER: How does that jibe with a claim for chattels stored at 518 Boyne Street in New Westminster?

30 MR. HUNTER: I think those were removed to storage there.

M. Oda,
Cross-Exam.

THE COMMISSIONER: Oh, I see, stored there.

MR. HUNTER: Yes, it was the ones which show in the original claim as at Pembina Street that we have no knowledge of and they have been withdrawn.

THE COMMISSIONER: Yes, I see.

MR. HUNTER: Q: I produce a list of chattels dated August 25th, Mr. Oda, and I ask you is that your signature there?

A: Yes.

MR. HUNTER: After the list of chattels, it says,

10 "This represents all my chattels remaining in any restricted area of British Columbia. Confirmed August 31, 1942, signed by the claimant". It will be noted, my lord, that in this inventory there are two boxes shown and then later on one box, three boxes in all. I tender that as Exhibit 3.

(LIST MARKED EXHIBIT NO. 3).

THE COMMISSIONER: What is the date of that last document?

MR. HUNTER: It is the 25th of August, 1942, my lord.

THE COMMISSIONER: That will be subsequent to the J.P. form.

20 MR. HUNTER: Yes, my lord, that is a type of form that is seen very regularly in the Custodian's files. When they take an inventory, they send it to him and ask him to declare this or not and if it isn't, to declare what chattels were missing.

THE WITNESS: My lord, may I make a statement there?

THE COMMISSIONER: Q: Yes, you may.

4 That list was sent to my father. I was out in Ontario and my parents remained in the restricted area for, oh, I think about six months after I left, and then they more or less packaged those

goods there and left the key with the Custodian. Well I never knew exactly what they left, only the items I had registered on the J.P. form, which I had knowledge of because I was there at that time, but after I was in Ontario they sent me that list, so that since I signed that it was taken for granted that that was all that was left.

10 MR. HUNTER: Q: You didn't sign that very carelessly, did you, Mr. Oda? You sent it back the first time and said it didn't include your house partially under construction, isn't that right?

A Yes.

Q So they removed any suggestion it was all your property and they said all your chattels and sent it back to you the second time and you signed it, isn't that correct? A: That is correct.

20 MR. HUNTER: Now it will be noticed from Exhibit 1, my lord, and from Exhibit 2, the J.P. form, that there was no silverware declared in the J.P. form. It is shown here as kitchen utensils, but unless silverware can be considered kitchen utensils, there is no declaration of such. Similarly with the chinaware there is no declaration of chinaware but kitchen utensils are declared in general terms in the J.P. form. It is also interesting to observe, my lord, that in the original claim as made it shows a total of 7 boxes, 2 large boxes of kitchen utensils, two small boxes of kitchen utensils, and three boxes of school books, bibles, etc., whereas in the inventory of chattels which

30

M. Oda,
Cross-Exam.

is signed by the claimant there are only three boxes altogether shown.

10 Q Now, Mr. Oda, you have heard what I have said about these boxes shown on the inventory you signed that were sent to you by the Custodian. There are three boxes shown, 2 boxes at the top and one later down in the list, but in your claim you enumerate seven boxes. Now, how do you explain that in view of the fact that you have already stated you weren't present at that time and didn't know what condition they were left in. Where did you get that information?

A My parents are with me now and they gave me that information.

Q That is they told you about these boxes?

A Yes.

Q As far as you are concerned these boxes are just hearsay, are they?

A: Well, from the

information they gave me.

Q Yes, you personally don't know.

20 A No, I wasn't there at that time.

Q Why didn't you declare your silverware and chinaware? Was it just an oversight?

A Well, when that list came --

Q No, in your J.P. form, that is what I am asking you. In that you declare kitchen utensils but you didn't declare any silverware or chinaware. Why was that?

A: It was just an

oversight, I think.

Q You forget about it, is that it?

30 A Yes.

H. Oda,
Cross-Exam.

After my parents had boxes sent from the Coast down and they wrote back to the Custodian stating that it was a different box that came, and they asked for those two which had kitchen utensils with the essential kitchen articles in them.

Q How big were these boxes; do you know?

A Oh, I couldn't say offhand. I wasn't there, but from what my parents told me they had Japanese tea boxes, just large crated boxes.

10 Q How big are they? A: Well I think around 3 x 4, something like that.

Q Yes.. I mean it looks to me as if you have an awful lot of stuff there to get in two boxes.

A It is quite a large box.

Q There is a lot of big stuff like aluminum pots and cooking utensils which all takes space, and the list of things you show as being in those two boxes, that list is given to you by your parents, is that it?

20 A: My parents and three sisters.

Q That is the list that is shown on the back of Exhibit 1, or attached to Exhibit 1. It isn't your list, it is a list given you by your parents and your sisters? A: Yes, because they are familiar with that.

MR. HINTER: That is all, my lord.

THE COMMISSIONER: Any re-examination, Mr. Cherniack?

MR. CHERNIACK: My lord, in view of what has now been brought out, I would like an opportunity to call
30 one of the parents of the claimant.

9
M. Oda,
Discussion.

THE COMMISSIONER: You are free to do so.

MR. CHERNIACK: I didn't know this myself because I hadn't worked on this file.

THE COMMISSIONER: Very well. Could you get them here this afternoon?

MR. CHERNIACK: I think I could.

THE COMMISSIONER: Have you any re-examination of this witness?

MR. CHERNIACK: No, my lord.

10 THE COMMISSIONER: I will give you leave to call one of the parents at 2:30.

MR. CHERNIACK: Thank you, sir. I will see what I can arrange.

THE COMMISSIONER: Or later.

MR. CHERNIACK: If you give me permission to put them in when I can, that would be better.

THE COMMISSIONER: Yes, all right.

(PROCEEDINGS ADJOURNED UNTIL 2:30 P.M.)

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

J. F. Harshbarger
"J. F. HARSHBARGER"
Official Reporter.

Mrs. S. Oda,
In Chief.

(PROCEEDINGS RESUMED PURSUANT TO A DJOURNMENT)

(MRS.) SATO ODA, a witness called on behalf
of the claimant, being first duly
sworn, testified as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mrs. Oda, you are the mother of Frank Oda?

A Yes.

THE COMMISSIONER: The claimant is Miyoshi Oda.

MR. CHERNIACK: Q: Frank Oda is Miyoshi Oda?

10 A Yes.

MR. CHERNIACK: I am sorry, my lord.

Q After he was evacuated from New Westminster, did you
stay at 321 Johnson Street? A: Yes.

Q Have you gone over with your son a list of items
for which he is making a claim?

A I gave him all the information when we were making
the list.

Q Now, who packed the goods? A: My daughters
and me and my husband.

20 Q And where did you leave them?

A 321 Johnson Street.

Q Do you remember how many boxes of goods you had
there when you left? A: Just two
big boxes.

Q And what else? A: Other ones,
three small apples boxes, but not very good stuff,
just two boxes of good stuff.

Q You had two big boxes of good things?

A Yes.

30 Q And in addition you had three apples boxes. What was

in these boxes? A: Dishes.

Q Did you have boxes of books besides that?

A Yes, and one suitcase full of books, all old books.

THE COMMISSIONER: On this feature, Mr. Cherniack, I think you should not lead.

MR. CHERNIACK: I am sorry, my lord.

Q What was in the two big boxes that you refer to?

A Dishes, Kitchen utensils, and a silver set.

Q What else would you include in Kitchen utensils?

10 Q Can you just tell us the different things?

A Pots and pans.

Q Yes, what else? A: Dishes, cups and saucers, tea trays and Japanese tea sets.

Q Did you ever receive any of these goods from the Custodian? That is from the two large boxes?

A No.

CROSS-EXAMINATION BY MR. HUNTER:

20 Q Mrs. Oda, did you make a list of what you put in these two boxes at the time you put them in?

A Yes, I had a list made.

Q Did you make this at the time that you put them in the boxes? A: Yes.

Q Have you that list with you? A: No, I haven't.

Q Did you ever send a copy of that list to the Custodian? A: No.

Q How did you go about making that list? Did you put down each item as it was packed in the boxes?

30 A I made the list after I packed the things in the

Mrs. S. Oda,
Cross-Exam.

boxes.

Q What was the purpose of making that list?

A I was instructed by the Custodian to make a list of what I packed in the boxes, so I made the list.

Q But you never gave that list to the Custodian?

A No.

Q Why didn't you? A: I didn't understand. I thought the only thing you had to do was to make the list of the stuff we packed in the boxes just for our own reference.

MR. HUNTER: I think possibly, my lord, if we refer to the statement in the personal property and again to Exhibit 3, the acknowledgment of the inventory of chattels, it will be seen that of the kitchen chairs ten were acknowledged. There are 14 claimed for at the present time.

THE COMMISSIONER: What do you mean by acknowledged?

MR. HUNTER: In Exhibit 3, my lord.

THE COMMISSIONER: I see. I take Exhibit 3 as the acknowledgment by the Custodian that these goods were verified by the assistant.

MR. HUNTER: Yes, my lord, and in the auction sheet it will be shown that ten chairs and one rocker were sold for \$10.50. It will also be noticed that the writing desk which was claimed is not acknowledged on Exhibit 3. It is not shown or acknowledged although a table and stool were sold for 75 cents, and that, I presume, is what the person who drew the analysis meant when he shows a writing desk being sold for 75 cents.

Mrs. S. Oda,
Cross-Exam.

A bed and two springs were sold for a dollar.

THE COMMISSIONER: So it would follow from that that five beds and two springs were lost?

MR. HUNTER: I think only two beds were claimed for, my lord, so actually a bed missing.

MR. CHENIACK: How many beds is shown on the inventory, my lord?

THE COMMISSIONER: Six bed ends and four bed springs.

MR. CHENIACK: Thank you, sir.

10 MR. HUNTER: It will also be noticed that five rolls of linoleum were claimed whereas four is acknowledged as being correct.

THE COMMISSIONER: What is that again?

MR. HUNTER: Well, five rolls of linoleum are claimed and the claimant acknowledges the correctness of Exhibit 3 which shows four.

THE COMMISSIONER: Yes.

MR. HUNTER: And they were sold for the total sum of \$10.75.

20 THE COMMISSIONER: Is there anything before me that shows what they were sold for?

MR. HUNTER: I think it is written on Exhibit 1, my lord.

THE COMMISSIONER: I see it now.

MR. HUNTER: Possibly for what it is worth I might file the analysis, my lord.

(ANALYSIS MARKED EXHIBIT NO. 4).

30 MR. HUNTER: Q: Now, I understand, Mrs. Oda, that when this claim form--when an inventory of what was in two large boxes was drawn up, that you

supplied the information that was in the two large boxes? A: Yes.

Q Is the information which you supplied to your son for this claim form, is that information taken from the inventory which you made at the time you packed these boxes? A: Yes.

Q Where is that list? A: I looked for that list yesterday all day but I couldn't find it.

Q What was the size of these boxes?

10 A Three feet wide and four feet long.

MR. HUNTER: Your Lordship, I guess, will have to determine whether you can get all that stuff in those two boxes. It looks like a lot of stuff to get in there.

MR. CHERNIACK: Might my learned friend find out the size of some of these things?

THE COMMISSIONER: That is the difficulty we are all faced with, Mr. Cherniack. We now neither have the boxes or are the goods available.

20 MR. CHERNIACK: That is correct, sir, but I am just suggesting that this misfortune should not be applied to us. There are certain things that seem large, but upon questioning they do not take up nearly as much room as one would think. I don't want to argue about it, my lord. That is why I suggest my learned friend should ask about them now.

MR. HUNTER: Q: This four piece silver teaset, what does that compose of? A: Sugar bowl, cream

30 b bowl, teapot, and tray.

Q How big a tray?
quite a big one.

A: I think it is

THE COMMISSIONER: The witness indicates 12 to 14 inches
long.

MR. HUNTER: Q: These Japanese cast iron pots, you
claim for three of those. How big a pot are they?
Perhaps you can indicate in inches?

A Not very big.

Q That is no good for the record. The Reporter can't
10 get down a movement of your hand.

A About five inches in diameter.

MR. HUNTER: It would take a long time to go through all
this, my lord. I don't know whether the effort will
be worth it.

THE COMMISSIONER: Q: Were these tea boxes that you
packed the goods in?
wooden box.

A: It was a

Q Earlier in the course of your son's evidence, he
referred to the boxes as being tea boxes? Now,
20 are those the type of boxes that are usually used
to ship tea from the Orient to British Columbia?
If they are, I know what they are.

A It was a vinegar box.

THE COMMISSIONER: That rules out tea boxes

MR. HUNTER: I don't know what a vinegar box is, my lord.

THE COMMISSIONER: Nor do I. Any effort to prove the
size of these articles, I think would be abortive.

MR. HUNTER: I am inclined to agree with you, my lord.
That is all, my lord.

THE COMMISSIONER: Any re-examination?

30 MR. CHENIACK: No, my lord.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DUE)
Certified a true and accurate transcript.

W. H. Pearce
"W. H. PEARCE"
Official Reporter.

CHATELS
FORT WILLIAM, ONT.
26/4/48.

DEFENCE BRIEF

Miyoshi ODA

File No. 1632

Case No. 981

PERSONAL

PROPERTY

CLAIMS

This claim is now for chattels only.

	<u>Claim</u>	<u>Sold</u>
1. 2 lge. boxes kitchen utensils	150.00	2.25
2. 14 kitchen chairs	16.00	8.50
3. 1 writing desk	8.00	.75
4. 1 steel bed	10.00	1.00
5. 1 steel bed	15.00	No account.
6. 1 dresser	17.50	8.50
7. 5 rolls linoleum	25.00	2.25
	<u>\$241.50</u>	<u>\$ 23.25</u>

No silverware was declared on J.P. Claimant states this was an oversight (Transcript page 7 line 30). It appears that claimant's parents packed the "two large boxes" subject of this claim and claimant gives this as his reason for not knowing their exact contents. Claimant is unable to produce a list of the goods allegedly made at the time the two large boxes were packed.

10 kitchen chairs were acknowledged in Exhibit 3. and these plus 1 rocker were sold at auction for \$10.50.

5 Rolls of linoleum claimed for - 4 acknowledged correct by Exhibit 3.

An effort was made to prove the size of articles allegedly packed in the boxes but it proved abortive - it does appear, however, that to pack these chattels would require much larger boxes than 3' x 4'.

Custodian representative at auction:-Iverson. Inventories taken by Johnston Coulthard & Sutherland Co.

For history of case, see W.J. Johnston's memo Nov. 9, 1946 on claim file.

H.A.I./ma

Name of Claimant ODA, Miyoshi

Case 981

Custodian File

1632

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 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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
62.25	22.50	6.75	26.29%	179.25	65.05				71.80	
TOTAL RECOMMENDATION										71.80

December 20th, 1950.

Mr. Miyoshi ODA,
87 Berrymount Avenue,
Toronto 2, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 981

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 ... \$71.80.

Cheque in your favour is enclosed for \$67.65
and we have paid the Co-Operative Committee .. 4.15
for legal fees as authorized by you.

Yours truly,

FCS/js
1 encl.

F.G. Shears
Director