

2885

**OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

FILE No. 1250-6
EXHIBIT No. 1250-6
DATE NOV 15 1949
FILLED BY K. A. Christie

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

PERSONAL INFORMATIONNAME: OGAWA, (Kiyu) Mrs.HOME ADDRESS: R. R. No 2 Mission City, B. C.REGISTRATION NUMBER 13103SEX: (F)AGE: 46OCCUPATION: Housewife

(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: NoneMARRIED? WidowNAME OF WIFE OR HUSBAND: NoneADDRESS OF WIFE OR HUSBAND: NoneNAMES OF ANY LIVING CHILDREN: Sakaya (F)ADDRESS OF CHILDREN: R. R. No 2 Mission City, B. C.AGE OF CHILDREN: 11**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: ^A Lot 3, N. E. quarter of sec. 28 township 17 map 3031 in the district of New Westminster, Mission, B. C. ^B Municipality of Mission in the prov. of B. C. lot 1 pt S. E. Q. (1/4) of S. 28 T. 17 map 5727 in the D. of N. Westm.

2. BUILDINGS AND OTHER IMPROVEMENTS: ^A 1-5 room frame dwelling, garage, wood shed, bunkhouse, hothouse, barn, 2 packing sheds ^B 1 packing house.

3. INSURANCE (Give particulars; state where policies are) ^A North West \$1000 fire policy 206763
furniture and building insured. policy on person 6000 will
2000 cash.

4. TAXES (Amount and where payable) \$249.22 not yet paid for 1941. Municipal H. Mission BC
\$17.33 paid for 1941. at municipal hall Mission, B. C.

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

Mortgage
The Canada Permanent Trust Co., Vancouver, B. C. \$345.00 approx. plus interest.

6. OCCUPANCY AND LEASES (If vacant so state) H. Telahgrab (farm lease)

700⁰⁰ per year. (copy will be sent to Custodian)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: (see page 1 see. 1)
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Mr. M. Kudo, P.O. Box 55, Mission, BC
9. IF FARM LAND STATE CROPS SOWN: small fruits (strawberries)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Lot 1, N. E. 1/4 S 24 T. 17 N 3, D. of New Westminster, B. C.
2 story 5 frame dwelling R.R. No. 2 Mission B.C.
399 Newdney Rd.
2. LANDLORD'S NAME AND ADDRESS: K. Ogawa, R. R. #2 Mission, B. C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
None
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: small fruit trees and shrubs
strawberry, raspberry, etc.,

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Household and personal effects left in care of H. Teichgrab, Mission B. C.
at 399 Newdney Rd.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

1 horse, 1 dog

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY
- None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom):
None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$65 in War Savings Certificates on person. 80 shares @ \$10 per with the Pacific Co-operative Union. 2 shares @ \$10 with Pacific Fraser Co Operative Union. 7 shares @ \$10 with The Western Canada Hop Co-operative Union. All on person. 80 shares @ \$1. with Associated Berry Growers.8. BANK ACCOUNTS Bank of Commerce, Mission, B. C. \$109. LIFE INSURANCE: The Family Beneficiary Society \$2500 policy #3075. Beneficiary Son, Y. Ogawa on person10. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None2. TRADE DEBTS: None

REMARKS:

*List of goods will be sent to the Consulate
by Jas. Campbell Barrister, Mission & goods will
be left with Knaut.*

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 7th day of April 1942.Armcornin

Witness

(Signature)

Kizo Ogawa

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE Sept. 1/43.

Our File No. 2881

Full Name OGAWA, Kiyo (Mrs. Tokusaburo)
(Surname in Block Letters)

Registration No. 13103

Male - Female ☒
(Check)

Age June 9, 1895.

Former Address R. R. No. 2, Mission City, B. C.

Date Evacuated Apr. 11/42

Naturalized - Canadian-Born - National ☒
(Check)

Present Address c/o Paul Talger, Netherford, ALTA.

164 Victoria Ave S., Hamilton, Ontario

~~WIDOW~~
Married - Single
(Check)

Name of Wife _____

Name of Husband Tokusaburo - Dec'd

^{nee}
Name of Mother (KAKU) Koto - Dec'd

Name of Father SHIRAKAWA, Urado - Dec'd

Names of Children under 16 _____

Sakave (F) - 17/3/31

Requested by K. Corker

Registered with Custodian
(Yes or No)

Additional Information Strawberry grower. Owner of 19 acres, 1 house and

1/2 ton truck.

EXHIBIT No. 1400-14
DATE NOV 15 1948
FILLED BY K. A. Shink

REAL PROPERTY SUMMARY

Catalogue No.: S.S.B. (263 P)

File No. 2883

Name: OGAWA, Kiyo (Mrs. Tokusabura)

Reg. No. 13103

Address: 399 Dewdney Trunk Rd., Mission, B.C.

Legal Description: Lot 3 of North East quarter, Section 28,
Township 12, Map 3031, Municipality of
Mission, District of New Westminster.

Classification: 10 acres - 9 acres cultivated. Five room
dwelling and small barn in fair condition.
Woodshed, bunkhouse, rhubarb house and packing
sheds of poor value.

Registered Owner: Kiyo OGAWA

State of Title: Clear.

Administration & Revenue: *(HOP ACREAGE LEASED TO HARRIS HOP CO., 1942-43. REVENUE \$1.30. THE BALANCE OF THE PROPERTY WAS*
Leased by OGAWA to H. Teichgrab April 1/42 to Jan. 31/43
for \$700.00 (together with Lot 1 on separate sheet).
Lessee entered crop misrepresentation claim for
\$151.70 for shortage in crop acreage. Settled by
the Custodian for \$105.70.
Lease extended by Collateral Agreement by Custodian
until September 30th for \$135.00.
Latter consideration accrued to V.L.A.

Sold to The Director, Veterans' Land Act for \$952.00 Cash as of
January 1, 1943.

Title delivered March, 1944.

Payment received May 12/44 and net sum of \$873.55 credited to
account on May 20/44 having paid \$84.13 Tax Arrears,
\$3.00 L.R.O. Fees, and receiving \$8.68 refund on Insurance.
Legal fees of \$15.00 were charged to this account.

Chattels: Not involved in sale of property.

Insurance: on buildings - transferred to V.L.A.
on household effects - cancelled and returned premium
of .40¢ credited to account on
May 11/44.

Certified a Correct Summary of File

Sept. 7/45

.....W. E. Lema.....

EXHIBIT No. 1200-16

DATE NOV 15 1948

FILLED BY K. B. Smith

REAL PROPERTY SUMMARY

Catalogue No. 604

File No. 2883

Name: OGAWA, Kiyo (Mrs. Tokusaburo)

Reg. No. 13103

Civic Address: Cherry St., Mission, B.C.

Legal Description: Lot 1 of part of South East quarter,
Section 28, Township 17, Map 5727,
Municipality of Mission, District of
New Westminster.

Classification: 9 acres property approximately half under
cultivation but apparently worked out, balance
light bush, hilly land. Only building is old
packing shed of very little value.

Registered Owner: Canada Permanent Trust Company "In Trust"
filing 16050 (J.B. Cade, Estate)

State of Title: Clear, with unregistered Agreement for Sale
to Minoru Kudo (Oct. 28/38). Balance owing
on Principal \$344.48 plus Interest.
Unregistered Agreement for Sale from Minoru
Kudo to Kiyo OGAWA Nov. 14/38... same balance
owing.
(Canada Permanent Trust Company paid in full
on sale of property Principal \$344.48,
Interest \$23.21, Deed \$5.00)

Administration & Revenue: Leased by OGAWA together with Lot 3
(see that summary). Property vacant after
1942 crop year.

Sold to Steve Bodnar for \$500.00 Cash as of Sept. 16/44.

Title delivered February 12/45.

Payment received Sept. 16/44 and net sum of \$112.50 credited
to account after paying balance of Agreement
for Sale \$372.69, valuation fee \$7.50,
Advertising \$4.00, L.R.O. fees \$6.00, and
receiving tax adjustment 1943 of \$2.69.

Chattels: None on property.

Insurance: None carried.

Certified a Correct Summary of File

Sept. 7/45

K. B. Smith
.....

Farm Appraisal Report

File No. JL-77

Land Description Lot 3, NE 1/4 Sec. 28, Tp. 17.

Containing 10 Acres

Owner's Name K. OGAWA

Post Office Address

R.R., Mission, B.C.

Nearest Rail Point Mission

Distance 3 miles

Market Town Mission

Distance 3 "

Church (give denomination) All denominations

Distance 3 "

Nearest School Ferndale

Distance 1 1/2 "

State how property was identified: By map and roads

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

On Dewdney Trunk Road, gravel, good.

Is this district a good one? Fair.

DATE Nov 15, 1948

Employment opportunity Seasonal.

FILED BY K. A. L. Lusk

Predominating Nationality and religion: Large number Jap holdings in this area.

Describe Fencing and its condition: Practically unfenced.

Value \$

Water supply: Well caved in, no domestic supply at present on property - obtained from neighbor's well.

Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	22 x 26	Frame	9'	Shgld.	25 yrs.	Concrete	Fair	500.00
Verandah	8 x 22	"	"	"	"	"	"	"
Garage	12 x 18	"	7'	"	"	Sills on ground	"	25.00
BARN	x	"	"	"	"	"	"	"
BARN & Sheds	16 x 22	"	10'	Shakes	"	"	"	100.00
	12 x 22	"	8'	"	"	"	"	"
	12 x 22	"	8'	"	"	"	"	"
Rhubarb forcing house	24 x 40	"	7'	"	old	"	Poor	50.00
Wood Shed	18 x 20	"	10'	"	"	Polas	"	-
Old House	12 x 24	"	Of no	value	"	"	"	"

Total present day value \$ 675.00

Total Value Buildings add to farm

\$ 500.00

Is dwelling habitable without repairs?

If not what is your approximate estimate of cost to make it habitable?

Habitable - unfinished upstairs.

Describe the basement and chimneys: Concrete basement, dirt floor; Brick chimney from ground.

No. rooms downstairs? 4 Upstairs? 1 How finished Boarded.

Are buildings painted? No. Condition of paint -

Distance from nearest bush No bush now.

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

Cultivated Land

BC/263-P
BC/2754-B

(2)

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
9	Rolling	Sandy clay loam-15" & Sdy. & grav- elly loam 6-8".	Sand & gravel	Small fruits, hops. Some trees-good to poor	50.00	450.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
1	Fairly level	Sandy clay loam-8"	Sand & gravel	Clearing of bush	250.00	20.00
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	

Total value of Land \$ 470.00

Total added by buildings to value of farm \$ 500.00

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

Total value of farm \$ 970.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

Farm rented to H. Teichgrab, along with another 9 ac. pty. for \$700. Rent to be paid out of crop by the Pacific Co-operative-10 month lease.
Farm not in good state of cultivation.

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

Small fruits, poultry.

Noxious weeds:

Couch grass.

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

Mission Municipality - Taxes \$23.92.

Date: May 16th, 1942.
Place: Abbotsford, B.C.

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

Inspector's Signature

"R.W. BROWN"

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

Farm Appraisal Report

Remarks: Property is located at 399 Dewdney Trunk Road about 3 miles from Mission in a partly developed district. About 2 acres at the east of lot have good soil with a depth of about 15", the balance is lighter and slightly higher. Lot is mainly rolling. Property is not in a good state of cultivation and is weedy in places. It has not had much attention this Spring. Crops consist of 1.1 ac. Logans, good; 1.15 ac. blackberries-good; .75 ac. rasps.-poor; 1.8 ac. straws-good to poor, mostly old plants; .6 ac. hops-good; .6 ac. rhubarb-good. On one acre there are fruit trees with logans planted in the tree rows. The trees are not of any commercial value. Balance of cultivated area is not in crop and partly in sod. There is 1 acre of bush on property.

The dwelling, garage and barn are in fair shape and the other buildings poor. The well on property is caved in and the electric pump has been removed. Water now obtain from neighbor.

Electric light in the house.

I have not valued the small fruit, canes, or plants.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

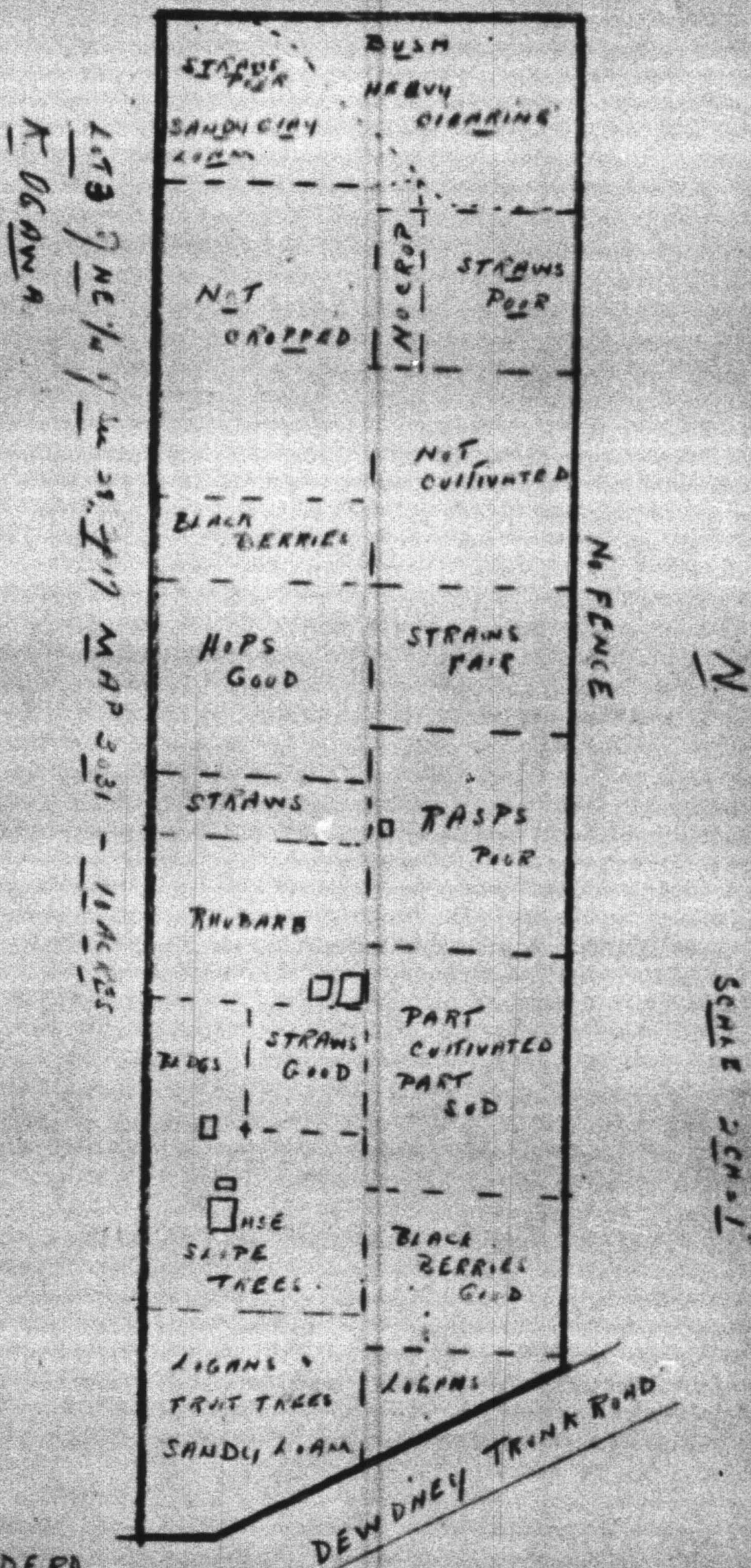
ORCHARDS, SMALL FRUITS, ETC.

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

	Present Value
Small fruit acreages -	\$
1.1 ac. Logans	\$
1.15 " Blackberries	\$
.75 " Rasps	\$
1.8 " Straws	\$
.6 " Hops	\$
.6 " Rhubarb.	\$
On 1 acre fruit trees are planted with logans in the tree rows.	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

Amount fruit trees add to value of farm \$

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present

value is \$ 900.00

D. T. R. AND

Date May 20th 19 42.

"I. T. BARNET"

District Superintendent.

EXHIBIT No. 1250-10
DATE NOV 15 1948
FILLED BY H. H. B. Hinkle

604

R. R. #1., Whonock, B. C.
April 26th, 1944.

2883

Dept. Secretary of State.

Dear Sirs:

Please find below appraisal value of the following property:

Municipality of Mission

No. 604. This property is located on Cherry Street, and is a corner property with a good road on two sides about three miles from Mission. Approximately eight acres of rolling ground, which is clay loam, but appears worked out.

There is an old shed on the property.

Value of land @30 per Acre	\$240.00
Value of building	10.00
Total value	\$250.00

Wm H Russell
Appraiser

Canada

**DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN**

JAPANESE EVACUATION SECTION

File No. 2883

Reg. No. 13103

506 Royal Bank Building,
Vancouver, B. C.

JUN 8 1944

Mrs. Kiyo OGAWA,
R. R. #1,
Helmford, Alberta.

Dear Sir:

Re: Mm. of Mission, Lot 3 of the N.E. $\frac{1}{4}$ of Sec. 28,
Tp. 17, Map 3031, Dis. of New Westminster, C. of B. 51988.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	\$ 952.00
Add:	
Unexpired insurance premium as at January 1st, 1943	8.68
	<u>960.68</u>
Less:	
Tax arrears to December 31st, 1942	\$ 84.13
Registration fee	3.00
Encumbrance—Principal	
—Interest	<u>87.13</u>
Net proceeds of sale	\$ <u>873.55</u>

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

R

<u>1943</u>		<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Jan. 1	Credit re Sale of Property		\$ 873.55	
	Land Registry Office C/E	\$ 2.00		
18	United Farmers Int. on shares		.80	
Feb. 3	Proceeds of Hops		1.30	
	P. C. U. Rent		52.50	
July 9	P. C. U. Crop claim	105.70		
Nov. 29	Sale of horse		11.94	
<u>1944</u>				
Jan. 31	Sale of berry and hop twines		25.92	
Feb. 3	Proceeds Auction Sale		64.10	
8	P. C. U. Interest on Shares		5.20	
	" " " " " "		.43	
	" " " " " "		.04	
	United Farmers " " "		.80	
25	Can. Permanent Trust Int. on Mortgage	42.56		
	Corp. Mission Taxes 42/43	19.02		
May 11	Return Insurance premium re policy cancelled		.40	
		<u>\$169.28</u>	<u>\$1036.98</u>	<u>CR \$867.70</u>

THIS INDENTURE made in duplicate this 28th. day of OCTOBER
in the year of our Lord One thousand nine hundred and THIRTY-
SEVEN.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT."

BETWEEN:

THE CANADA PERMANENT TRUST COMPANY, a duly
incorporated Company under the Laws of the
Dominion of Canada, with head office for
British Columbia at 438 Richards Street, in
the City of Vancouver, as Administrator
with the Will annexed of the estate of J.B.
Cade, deceased (see filing 16050), herein-
after called the "LESSOR"

OF THE FIRST PART

- and -

MINORU KUDO, of Mission City, in the
Province of British Columbia, School Teacher,
hereinafter called the "LESSEE"

OF THE SECOND PART

Page 1
lease and
option to
purchase
The C.P.
Trust Co.
to M. Kudo

WITNESSETH that in consideration of the rents, covenants
and agreements hereinafter reserved and contained, on the part
of the said Lessee to be paid, kept, observed and performed,
the said Lessor hath demised and leased and by these presents
doth demise and lease unto the said lessee all those messuages
or tenements, lands and premises, situate, lying and being in
the Municipality of Mission, in the Province of British
Columbia, and more particularly known and described as Lot
One (1), of Part of the South-East Quarter (S.E.¼) of Section
Twenty-eight (28), Township Seventeen (17), Map 5727, in the
District of New Westminster,

TO HAVE AND TO HOLD the said demised premises for and
during the term of three (3) years, to be computed from the
28th. day of October 1937 and from thenceforth next ensuing
and fully to be completed and ended. Yielding and paying
therefor during the said term hereby granted unto the said
Lessor the sum of FIVE HUNDRED AND FORTY (\$540.00) DOLLARS to
be payable on the following days and times, that is to say:

One hundred (\$100.00) Dollars on the 28th. of October

1937.

One hundred (\$100.00) Dollars on the 28th. of October 1938;

Two hundred (\$200.00) Dollars on the 28th. of October 1939, and

One hundred and forty (\$140.00) Dollars on the 28th. of October 1940; the said payments to be made without any deduction, defalcation or abatement whatsoever.

AND the said lessee covenants with the said lessor to pay rent, and to pay water rates and taxes.

AND to repair, reasonable wear and tear and damage by fire and tempest excepted.

AND to keep up fences.

AND not to cut down trees.

AND that the said lessor may enter and view state of repair.

AND that the said lessee will repair according to notice, reasonable wear and tear and damage by fire and tempest excepted.

AND will not assign or sublet without leave.

AND will not carry on, on said premises, any business or occupation which may be offensive or annoying to the said lessor.

AND that he will leave the premises in good repair, reasonable wear and tear and damage by fire and tempest excepted.

THE Lessee agrees that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said lessee or his executors, administrators or assigns, or if the said lessee, or his executors, administrators or assigns shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the said term shall immediately become forfeited and void.

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lease and
option to
purchase
The C.P.
Trust Co.
to M. Kudo

PROVISO for re-entry by the said lessor on non-payment of rent or non-performance of covenants.

The said lessor covenants with the said lessee for quiet enjoyment.

The lessor in consideration of the sum of ONE (\$1.00) DOLLAR now paid to the lessor by the lessee (the receipt whereof is hereby acknowledged), hereby gives to the lessee an option to purchase during the period hereinafter limited but not after, the said hereinbefore mentioned lands and premises for a purchase price consisting of FIVE HUNDRED AND FORTY (\$540.00) DOLLARS plus interest on such sum at Six (6) per centum per annum from the 28th. day of October 1937, and plus all sums paid by the Lessor for fire insurance premiums, taxes, local improvement assessments, sewer rates, sprinkling taxes, dyking and water charges if any, and all other charges from the said 28th. day of October 1937, together with interest on such sums so paid at the rate of six (6) per centum per annum from the dates of payment, all interest to be calculated to the date of the exercise of the option, and the option to be subject to the following conditions:

IT IS UNDERSTOOD AND AGREED that in the event of the exercise of the option in the manner hereinafter provided, that the date of adjustment of insurance premiums, taxes, rates, local improvement assessments, sewer rates, sprinkling taxes, dyking and water charges if any, and all other charges shall be the date of the exercise of the option, and the monies paid under the provisions of the hereinbefore granted lease as rent shall be credited as of the dates of payment to the lessee on account of the purchase price.

The option hereinabove given may in the following manner and no other manner be exercised during the period of the

Page 3
lease and
option to
purchase
The C.P.
Trust Co.
to M. Kudo

lease by the lessee paying to the lessor the full balance of the purchase price, together with interest and all sums paid by the lessor for fire insurance premiums, taxes, rates, local improvement assessments, sewer rates, sprinkling taxes, dyking and water charges, if any, and other charges, with interest and the adjustments all as hereinbefore provided.

UPON the exercise of the option as herein provided for, the lessor agrees to execute and deliver to the lessee a conveyance in fee in the form hereto attached, (and such deed shall be paid for by the lessee), covering the lands and premises hereinbefore described.

PROVIDED however that this option shall lapse, cease and determine if the lessee shall at any time be in default in payment of any of the monies payable under or in the observance or performance of any of the covenants or conditions in this lease contained for more than ninety days.

In the event of this option not being exercised by the Lessee within the time and in the manner hereinbefore mentioned or in the event of the lessee ceasing to be entitled to exercise this option it is agreed that the monies paid under this lease shall be treated only as rent and the option payment of \$1.00 shall be forfeited to the lessor, and this agreement shall not confer on the lessee any right or title or right of possession to the said lands other than as tenant under the said lease.

Time shall be strictly of the essence of this Option.

IT IS HEREBY DECLARED AND AGREED that the words "Lessor" and "Lessee" wherever used in this Indenture shall, where the context allows, include and be binding not only on the said Lessor and Lessee, the Parties hereto, but also on their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the LESSOR has hereunto caused its corporate seal to be affixed and these presents to be

Page 4
Lease and
option to
purchase
The C.P.
Trust Co.
to M. Kudo.

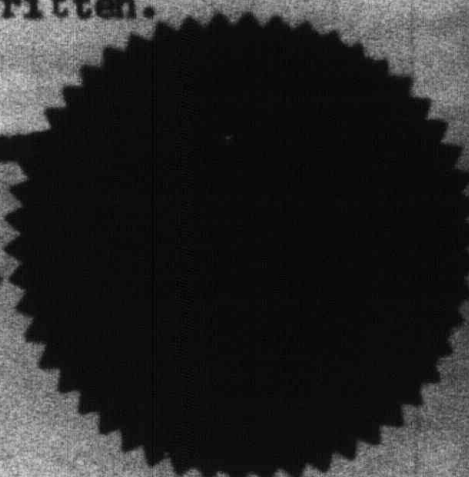
signed by its duly authorized Officers, at the City of Toronto,
in the Province of Ontario, and the LESSEE has hereunto set
his hand and seal at Mission in the Province of
British Columbia, the day and year first above written.

THE CORPORATE SEAL of the
LESSOR was hereto affixed
in the presence of

For The Canada Permanent Trust Company

[Signature]

[Signature]
PRESIDENT
[Signature]
SECRETARY



SIGNED SEALED AND DELIVERED
by the LESSEE in the
presence of

Minom Kudo
Name P.O. Box 55 Mission B.C.
Address School Teacher
Occupation

Minom Kudo
James Rott

Page 5
Lease and
option to
purchase
The C.P.
Trust Co.
to M. Kudo.

Witness as to signature
M. Kudo
Central Hotel
Vancouver B.C.
Hotel Proprietor

APPROVED

Walt, Hall, Houser, Ray & Carroll

[Signature]

THIS INDENTURE made the _____ day of _____ in the
year of our Lord One thousand nine hundred and _____
IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT."

BETWEEN:

THE CANADA PERMANENT TRUST COMPANY, a duly
incorporated Company under the Laws of the
Dominion of Canada, with head office for
British Columbia at 432 Richards Street, in
the City of Vancouver, as Administrator
with the Will annexed of the estate of J.B.
Cade, deceased (see filing 18050), herein-
after called the "GRANTOR"

- and -

MINORU KUDO, of Mission City, in the
Province of British Columbia, School Teacher,
hereinafter called the "GRANTEE"

WITNESSETH that in consideration of FIVE HUNDRED AND
FORTY (\$540.00) DOLLARS of the lawful money of Canada, now
paid by the said Grantee to the said Grantor (the receipt
whereof is hereby by it acknowledged), it, the said Grantor
DOETH GRANT unto the said Grantee, his heirs and assigns
FOREVER:

ALL AND SINGULAR that certain parcel or tract of land
and premises situate, lying and being in the Municipality of
Mission, in the Province of British Columbia, and being more
particularly known and described as Lot One (1) of Part of
the South-East Quarter (S.E.¼) of Section Twenty-eight (28)
Township Seventeen (17), Map 5727, in the District of
New Westminster,

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

TO HAVE AND TO HOLD unto the said Grantee, his heirs
and assigns, to and for his and their sole and only use

Page 1
of
and The
C.P. Trust
Co. to
M. Kudo.

forever; subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and SUBJECT to all taxes, rates, local improvement assessments, sewer rates, sprinkling taxes, dyking and water charges if any, whether already or hereafter assessed, from and after the date hereof.

AND the said Grantor covenants with the said Grantee that it has done no acts to encumber the said lands, save as aforesaid.

AND the said Grantor releases to the said Grantee all its claims upon the said lands.

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

IN WITNESS WHEREOF the GRANTOR has hereunto caused its corporate seal to be affixed, attested by the hands of its proper Officers in that behalf, at the City of Toronto, in the Province of Ontario, the day and year first above written.

THE CORPORATE SEAL of the
GRANTOR was hereto affixed in
the presence of

APPROVED

Walsh, Bell, Bommer, Tupper, Ray & Carroll

Per [Signature]

Page 2
Deed of
land The
C.P. Trust
Co. to
H. Kudo.

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the _____ day of _____
193____, at the City of Toronto, in the Province of Ontario,
_____ personally known to me,
appeared before me and acknowledged to me that he is the
_____ of THE CANADA PERMANENT TRUST COMPANY and
that he is the person who subscribed his name to the
annexed instrument as _____ of the said THE
CANADA PERMANENT TRUST COMPANY and affixed the seal of the
said Company 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 of Office at the City of Toronto, in the Province of
Ontario, this _____ day of _____ in the year of our
Lord One thousand nine hundred and _____

A NOTARY PUBLIC in and for the Province of
Ontario.

Notice of Assignment of Lease

TO: ^{Teichgrub}
~~HENRY LEONARD~~, of Mission City,
In the Province of British Columbia,

TAKE NOTICE that the rent payable pursuant to the terms of a leasehold indenture made the 4th day of April, A.D. 1943, between yourself as Lessee and ~~XXXXXXXXXXXXX~~ ^{KIYO OGAWA} as Lessor, in respect of the lands and premises situate, lying and being in the MUNICIPALITY OF MISSION DISTRICT OF NEW WESTMINSTER in the Province of British Columbia, more particularly described as Block One of the South East quarter of Section twenty-eight (28) Township seventeen (17) containing nine (9) acres and Block Three (3) of the North East quarter of Section twenty-eight (28) Township seventeen (17) containing ten (10) acres.

and a renewal thereof made between yourself and the undersigned, and the said indenture has been assigned to The Director, The Veterans' Land Act, and that after this date all payments of rent, whether for arrears or otherwise, must be paid by you to The Director, The Veterans' Land Act at his Regional Office, Room 609 Westminster Trust Bldg., in the City of New Westminster, Province of British Columbia.

DATED AT THE CITY OF VANCOUVER, in the Province of British Columbia, this 25th day of August, A.D. 1943.

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

PER 

STATEMENT OF RENT AND LEASE

Term of lease: April 1st, 1942 to Sept. 30, 1943.

Rent for term: Jan. 31, 1943 to Sept. 30, 1943 (residue) \$135.00 payable August 31st, 1943.

Arrears: ---

Next rent due: --- \$135.00 Paid July 9th

Balance payable under lease,

(including arrears, if any): --- \$11

THIS INDENTURE made this 6th day of January
A. D. 1943.

BETWEEN:

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

Hereinafter referred to as the
LESSOR HEREIN OF THE FIRST PART

AND:

*Henry Leckgraf of Mission City
in the province of British Columbia*

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

WHEREAS this Agreement is intended to be supplemental
to a Lease dated the 4th day of April A.D. 1942
and made between Kijia Ogawa as the
Lessor therein and the Lessee herein (hereinafter called the
Lease);

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

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

WITNESSETH that in consideration of the mutual stipulations:-

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

(a) The rental for the residue of the term after the 31st day of January 1943 and in substitution for the rental for that residue reserved by the Lease shall be the sum of \$ 135.⁰⁰/_{xx} payable on the 31st day of August 1943 (~~or on each of the following days:~~

(b) The term under the Lease shall not be for the term of 10 months to be computed from the 1st day of April 1943 as provided in the Lease but shall be for the term of 18 (Months or Years) to be computed from the 1st day of April 1943 and thence to be fully completed and ended on the 30th day of September 1943.

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

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

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

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

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

Sarahy Hurick

F. G. Shears

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

SIGNED by the said Lessee in the presence of:-

William S. McE

Henry Leitch

Approved by the Director of Soldier Settlement of Canada, as to land.

File No. 2003.
Catalogue No. 604.

November 2nd, 1944.

MEMORANDUM

To: Mr. L. B. Wright

From: Mr. Ian Macpherson

Eliza 6000 - Reg. No. 13103
Municipality of Mission
Lot 1 of part of S.E. 1 of Sec.
20, Tn. 17, Rng 72W, S.E.C.
Municipality of Vernon No. 27300.

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

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

Certificate of Indefeasible Title Number 15077-2 is
with the Canada Permanent Trust Company, Vancouver, B. C.

Ian Macpherson

Enc.
Encls.

File No. 2883.
Catalogue No. 604.

January 29th, 1945.

MEMORANDUM

TO: Mr. George Peters
FROM: Mr. D. A. Gramer

Kiyo OGAWA
Mun. of Mission
Lot 1 of part of the S.E. $\frac{1}{4}$ of
Sec. 28, Tp. 17, Map 5727, D.N.V.

With reference to the above property which was recorded in the New Westminster Land Registry Office, dated December 18th, 1944, we attach herewith the following documents in connection therewith.

1. Copy of application number 181450-E, dated December 18th, 1944, registering a Deed from The Canada Permanent Trust Company to Kiyo OGAWA.
2. Copy of application number 181451-E, dated December 18th, 1944, registering the property in the name of the Custodian (Transmission).
3. Copy of application number 181452-E, dated December 18th, 1944, registering the property in the name of Steve Bodnar (Deed).
4. Duplicate of Transmission dated November 9th, 1944.
5. Duplicate of Deed dated November 9th, 1944 - Secretary of State to Steve Bodnar.
6. Certificate of Indefeasible Title number 181452-E, dated January 18th, 1945, covering the above property in the name of Steve Bodnar.

D. A. Gramer

DAG:JB
Atch.

COPY

R. R. #1, Whonock, B.C.
April 26th, 1944.

Dept. Secretary of State.

Dear Sirs:

Please find below appraisal value of the following property:

Municipality of Mission

No. 604. This property is located on Cherry Street, and is a corner property with a good road on two sides about three miles from Mission. Approximately eight acres of rolling ground, which is a clay loam, but appears worked out.

There is an old shed on the property.

Value of land \$30 per acre	\$240.00
Value of building	<u>10.00</u>
Total value	\$250.00

"Wm. H. Ansell"
Appraiser

Catalogue No. 604

File No. 2883

Name: OGAWA, Kiyo (Mrs. Tokusaburo) Reg. No. 13103

Civic Address: Cherry Street, Mission, B. C.

Legal Description: Lot 1 of part of South East quarter of
Section 28, Township 17, Map 5727, Municipality of Mission, in the District of
New Westminster.

Classification: Shed

..SOLD.....

Registered in the name of: Canada Permanent Trust Company "In Trust"

Encumbrances: Agreement For Sale from Canada Permanent Mortgage
Corporation to Kiyo Ogawa
- balance owing of \$367.74, with interest,
to be paid from proceeds of sale.

Sold to Steve Bodnar, 812 Agnes St., New Westminster, B. C., for
the sum of \$500.00 (cash) as of September 16th, 1944.

Title delivered to registered owner February 12th, 1945.

Encumbrances cleared from the proceeds of sale of property.

Claims: Nil - See memo January 17th, 1945.

Chattels: None - See memo July 6th, 1944.

NAME OGAWA, Kiyo (Mrs. Tokusaburo)

REGISTRATION NO. 13103

FILE NO. 2883

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

- Piano	\$ 29.00
1 Double Bed	1.50
- Gramophone	1.75
Table (H. H.)	.35
Cup plate	1.00
Dishes	1.05
1 Bench	.50
2 Small tables	1.25
-1 Chest of drawers	1.00
-1 Chair	.35
Quantity old harness	5.00
1 Water can	.50
-1 Cultivator	14.00
-1 Wheelbarrow & Cable	4.00
- Garden tools	7.75
-1 Scale (240 lbs.)	5.50
-1 Hand sprayer	18.00

Total:	(Auctioneer's Fee	\$ 9.35	
	(Advertising & Bank Charges	.83	93.50
Less Expenses:	Movings	17.25	
	(Rents	1.97	29.40
Net Proceeds Credited:			\$ 64.30

Members of Custodian Staff Present.

Mr. Ure

Extracted from Auctioneering list No.

Mission 5.

Remarks.

CHattel SCHEDULE

EXHIBIT No. 1400-16

DATE NOV 15 1945

FILLED BY

Oct 11 1945

Reg. No. 13103

FILE NO. 2883

Name: OGAWA, Kiyo

Registered - April 7, 1942

Evacuated - April 11, 1942

Declared chattels only by stating household and personal effects left in care of H. Teichgrab and that the list would be forwarded by J. Campbell, Barrister. (This latter was not received.)

Inventory

May 21/42

Auctioned

Abandoned

Gramophone

19/1/44

Crib

19/1/44

2 Beds

1 - 19/1/44

5 Chairs

19/1/44

Piano

19/1/44

Cupboard

Chest of drawers

19/1/44

Range

Scales

19/1/44

Heater

Camp stove

ST Cultivator

19/1/44

Harrow

Garden tools

19/1/44

60# Hop string

19/1/44

Horse

24/11/43

Wheelbarrow

19/1/44

Rasp wire

19/1/44

Sprayer

19/1/44

Harness

19/1/44

3 Tables

Dishes

Bench

Gas Plate

Water Can

Cable

Missing

X 0050474

X 0050474

X 0050474

X 0050474

X 0050474

X

1 Box personal to Storage at Haney, B. C. ✓

Net Proceeds from sale of chattels: \$101.96 including costs

Certified a Correct Summary of File

Date: 4/10/45

W. E. L. L.

NAME OGAWA, Kiyo (Mrs. Tokusaburo)

REGISTRATION NO. 13103

FILE NO. 2883

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

✓ Piano	\$ 29.00
1 Double Bed	1.50
✓ Gramophone	1.75
✓ Table (H. M.)	.35
Gas plate	1.00
Dishes	1.05
✓ 1 Bench	.50
✓ 2 Small tables	1.25
✓ 1 Chest of drawers	1.00
✓ 1 Chair	.35
✓ Quantity old harness	5.60
✓ 1 Water can	.50
✓ 1 Cultivator	14.00
✓ 1 Wheelbarrow & Cable	4.40
Garden tools	7.75
1 Scale (240 lbs.)	5.50
1 Hand sprayer	18.00

Total:	(Auctioneer's Fee:	\$ 9.35	
	(Advertising & Bank Charges:	.83	93.50
Less Expenses:	(Moving:	17.25	29.40
	(Rent:	1.97	
Net Proceeds Credited:			\$ 64.10

Members of Custodian Staff Present.

Mr. Ure

Extracted from Auctioneering list No.

Mission 5.

Remarks.

CLAIMS DEPARTMENT

File 2563

January 17, 1945.

Kiya (Mrs. Takusaburo) OGAWA, #13103

CREDITOR:

Dr. E. J. Macrett.....\$8.00

PA
DA

AMCA/FM

11

LIABILITY SUMMARY

File No. 2883

4 October, 1945.

Re: OGAWA, Kiro - Reg.No. 13103

The above person declared no liabilities.

The B.C. Security Commission sent St. Michael's General Hospital \$108.25 to pay their account. OGAWA authorized the payment and it was settled Sept. 16/44.

H. Tiechgrab (lessee) filed a claim for misrepresentation of crop acreage shown on 1942 lease from OGAWA for \$151.00. The acreage discrepancy was checked by W.S.Dre, Custodian representative, and finally settled for \$105.70.

Pacific Co-operative Union filed a claim for \$218.40 which account however must have been settled before evacuation as no outstanding debit shows on their 1942 Balance Sheet.

Dr. E. J. Barrett filed a claim for \$8.00. This was verified as correct February 24, 1945 and paid from the account.

Goichi OKAHARA, File #13718, filed a claim for \$100.00. This was verified as correct August 4, 1945 and paid from the account.

Certified a Correct Summary of File

Dated: 4/10/45

W.E. [Signature]

File No. 2883

**SUMMARY RELATIVE TO CLAIM OF
Kivo OGAWA - Regn. No. 13103.**

4th Aug. 1948.

REAL PROPERTY: 1. Lot 3, of NE $\frac{1}{4}$ of Sec. 28, Twp. 17, Map 3031, Mun. of Mission, D.N.W.
C. of E. 51988
and
2. Lot 1 of part of SE $\frac{1}{4}$, Sec. 28, Twp. 17, Map 5727, Mun. of Mission,
D.N.W. C. of E. 55059

	Assessed Value	S.S. Bd. Appraisal	V.L.A. Purchase	
RP 1.				
Lands:	\$500.00	\$470.00		10 acres
Improvements:	700.00	500.00		
	\$1200.00	\$970.00	\$952.00	

	Assessed Value	W.H. Ansell's Appraisal	S. Bodnar Purchase	
RP 2.				
Lands:	270.00	240.00		9 acres
Improvements:	90.00	10.00		
	\$360.00	\$250.00	\$500.00	
Grand total	\$1560.00	\$1220.00	\$1452.00	

Claimant's Valuation	\$6500.00
Less sale price	1452.00
Amount of claim	\$5048.00

RP 1. Appraised by S.S. Board as per attached appraisal form.

RP 2. At time of evacuation was being purchased for \$440.00 -
balance of \$367.74 with interest, still owing.

Appraised by W.H. Ansell at \$250.00 and sold by public tender
for \$500.00 to Steve Bodnar, on Feb. 12/45.

2883

February 20th, 1945.

Mrs. Kiyo OGAWA,
Registration No. 13103,
c/o Paul Tellgar,
Hobbsford, ALBERTA.

Dear Madam:

Re: Catalogue No. 604
Cherry Street, Mission
Lot 1 of pt. SE $\frac{1}{4}$ of Sec. 28,
Twp. 17, Map 5727

Please be informed that the above property has been sold as of September 16th, 1944, for the sum of \$500.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

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

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH
Enc. (2)

c.c. B. C. Security Commission

1883

September 11, 1944.

Mr. Steve Bodnar,
212 Agnes Street,
New Westminster, B. C.

Dear Sir:

Re: Catalogue No. 604
Cherry St., Mission
1/pt. 22 28/27/3727

Your letter of September 7th, enclosing cheque for \$250.00 and offer to purchase the above property for the sum of \$500.00 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 balance of the purchase price, namely, \$250.00.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state whether or not the proposed registered owner 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.

Yours truly,

F. G. Shears,
Director.

GP:EB

The Custodian Of Enemy Property,
Office of the Custodian,
500 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

I hereby agree to accept settlement of my claim against
Kiyo Ogawa on a basis of 70% of the total.

Signed:

Henry Leichgrub

EVACUATION SECTION

Rec'd FEB 3 1943

File # 288

Ans.

Referred Shaw

File No. 2883

5. Hop baskets. 5.00
 1 Hop pole hook 1.00
 6 Hop basket sacks 2.00
 30 lbs. Hop wire (6 gauge) 1.50
 4 Barrels (water) 4.00
 200 lbs Wire (14 gauge) 4.00
 1 section Spike harrow. 2.00
 1 Spring tooth cultivator 10.00
 1 1/2 Tons Hay 15.00
 2 Manure forks 1.00
 1 Feeder fork .50
 150 Strawberry picking tray 37.50
 1 Set harness 5.00
 2 Wheelbarrow 2.00
 2 Barrels (water) 2.00
 2 Wooden pails. .50
 2 Buckets .45
 7 Scythe (hand) 1.75
 1 Hand Sprayer. 5.00
 1 Crow bar. .25
 2 Logging chain 4.00
 1 Gal. coal oil can .25
 2 Wedges. .50
 1 Peevey .50
 1 Milk can. 1.00
 1 D. handled shovel .50
 2 Hand made heater 1.00

Mrs Kiyo Ogawa

Reg No. 13108

110 Catharine St S.

Hamilton Ont.

EVACUATION SECTION	
Rec'd	MAY 14 1948
File No.	2883
Ans.	
Referred	

1000 lbs. Telephone wire	20.00	28
24 Raspberry picking cans	.50	29
1 Car set	1.00	30
2 Single tree	1.00	31
1 Spring cultivator	5.00	32
1 Sled	1.00	33
1 Cross-cut saw	1.00	34
2 Double head axe	1.00	35
1 Rake	.50	36
1 Shovel	.50	37
1 Dragging hook	.50	38
5 Hoes	2.50	39
1 Buck saw	1.00	40
2 Mattock	1.00	41
1 Wash tub	.50	42
1 Garden hose	1.00	43
1 Mop	.25	44
1 Well pulley	.50	45
1 Cable choker	2.00	46
1 2 inch water hose	1.00	47
1 Egg case	.10	48
5 Wooden rails	1.50	49
1 1 gal. oil can	.25	50
1 5 gal. coal oil can	1.00	51
1 Case pop bottles	.50	52
2 Saw gauges	.50	53
2 Drawers (1 Large, 1 small)	4.00	54
Drawers		

5	Kitchen chairs.	2.50	55
2	Car jacks	1.00	56
2	Book stands	.50	57
5	12"X12" plate glass	.75	58
1	Bicycle seat	.25	59
1	China cabinet	1.00	60
2	Hunting trap	.25	61
1	Scale	2.25	62
14	Wooden parts	3.50	63
3	Case lgt. jars	1.50	64
1	Kitchen stove	5.00	65
1	Set Cloths Linen Polleys	1.00	66
1	Camp stove	1.00	67
10	4 gal. Tins	2.50	68
2	Diz. Jar bottles	1.00	69
1	Sp. ke Harrow	2.00	70
2	Thermometer	.50	71
60 lbs.	Hop string	3/20	72
1	Baby bed	1.00	73
4	Mattresses	4.00	74
1	Tire 600-16	2.00	75
1	Gramophone	5.00	76
1	Heater stove	5.00	77
1	Piano	25.00	78
3	Bench	.75	79
1	Round Table	1.00	80
1	Square Table	.00	81
1	Long Table	1.00	82
1	Stool	.25	83

3. Sledge hammers.	-1.50	14
1. Fisherman's scale.	.50	85
1. Scale	2.25	89
1. 1/3 Horsepower gasol. sprayer.	100.00	16
1. 6 yrs. old. Horse.	100.00	57
1. Stump Pulling Machine		88
Outfits.	75.00	

Total — \$ 542.25

49.25
21

279.25
103.70
108.20
49.60
540.75

Report on Personal Property only.

COPY



J. M. STREIGHT
OFFICIAL ADMINISTRATOR

TELEPHONE:
703

EVACUATION SECTION

Rec'd NOV. 23 1946

File No. 669

Atty. *[Signature]*

NEW WESTMINSTER, B. C.

22nd November, 1946.

Kiyo widow file 2883

Manufacturers Life Insurance Co.,
Guelph, Ontario.

Dear Sirs:

re Estate of Tokusaburo Ogawa, Deceased,
re Policy No. 479855.

I herewith enclose notarial copy of Letters
of Administration, together with a Provincial Succession
Duty Release. I am instructing the Solicitor to forward
his account direct to you. The son should pay the
Solicitor's account.

Yours very truly,

[Signature]

JMS:GB

Encl.

2882

24 October, 1945.

REGISTERED

Mrs. Kiyo OGAWA,
Registration No. 13103,
R.R. No. 1,
Sobleford, Alta.

Dear Madam:

Your request that we remit the balance of your funds held at this office has been forwarded to us through the Department of Labour, and we have therefore, enclosed a cheque in the amount of \$445.96 representing the available funds.

We now take this opportunity of reviewing your file and giving you a brief summary of our administration of your affairs.

You declared to the Custodian that you were the owner of property at Mission, being Lot 3, NE $\frac{1}{4}$, Sec. 28, Tp. 12, Map 3031, and Lot 1 of Pt SE $\frac{1}{4}$, Sec. 28, Tp. 17, Map 5727. These properties were leased by yourself to H. Teichgrab until 31st January 1943, for a consideration of \$700.00, excluding only the acreage on the Property planted in hops which was leased to the Haas Hop Company. The \$700.00 rental from Mr. H. Teichgrab was collected by you at the time, while the revenue from the hop acreage of which you have already been advised as being \$1.30, has been credited to your account at this office.

The lessee of your property entered a claim for misrepresentation in the amount of \$151.70 for shortage of crop acreage as stipulated in his lease. His claim and the acreage was checked by the Custodian and the claim was settled for \$105.70, as you have already been fully advised.

Lot 3 was sold to the Director of Veterans' Land Act in accordance with the Canadian Government's policy of liquidation, and no further revenue accrued to your credit from the property, as the adjusting date was 1st January 1943. You have already received a statement regarding this sale, although \$15.00 legal fees in connection with the conveyance of your property have since been charged to your account.

Lot 1 was found to be registered in the name of The Canada Permanent Trust Company, "In Trust", and you were purchasing this property under an Unregistered Agreement for Sale from Minoru KUDO, who was in turn doing likewise from The Canada Permanent Trust Company. This property was sold for \$500.00 in accordance with the statement sent to you on the 20th October, 1945, and the net proceeds from the sale after securing the Title, namely \$112.50 was credited to your account. This piece of property was rented in 1943 for \$52.50, which was credited to your account, but no revenue was obtained for 1944 as no tenant was found.

Three claims were filed against you at this office:-

Mrs. Kiyo OGAWA

- 2 -

24th October, 1945.

Dr. E.J. Barrett	\$ 8.00
Goichi OKAHARA	100.00
St. Michael's General Hospital	108.25

These claims were verified by you as being correct and were paid from your account at this office.

Chattels declared by you to the Custodian and left on your property at Mission were sold at Auction at Mission and the net proceeds derived from the saleable goods amounted to \$90.02. The net proceeds derived from the auction of your horse, after paying pasturage and transportation expenses, amounted to \$11.04. These sums have been credited to your account here.

You declared yourself to be the holder of \$65.00 War Savings Certificates, two shares in the Pacific Fraser Co-operative Union and eighty \$1.00 shares in the Associated Dairy Growers. You also stated you were the holder of a Family Benefit Society insurance policy for \$2500.00. These, however, were not brought under control by the Custodian.

You also declared yourself to be the holder of seven \$10.00 shares in the Western Canada Hop Co-operative Union. This co-operative should be liquidated in due course by the Custodian and your proportion of the net proceeds from the liquidation will be credited to you at that time.

Your \$10.00 United Farmers Co-operative share was sold by the Custodian for \$65.00 and this sum will be available to you on receipt of the share certificate. Please send it to this office without delay.

According to the records of the Pacific Co-operative Union, you are the holder of forty-seven \$10.00 unredeemable Pacific Co-operative Union shares, which are as stated, unredeemable. Your redeemable share interest in this Co-operative was \$20.00, 1939 shares, which were redeemed and credited to your account, \$60.00, 1940 shares; \$100.00, 1941 shares and \$80.00, 1942 shares. These shares should be redeemed early in the years 1946, 1947 and 1948 respectively. Please send your share certificates to this office so that they can be dealt with, with as little delay as possible at redemption time. The funds will be remitted to you as they are received.

Interest on Pacific Co-operative Union shares totalling \$11.34 has been credited to your account to date, as has also been interest on United Farmers shares totalling \$2.40. Any interest payments received will also be made available to you.

Attached is a statement of your account at this office from the date you last received one, and the enclosed cheque for \$445.96 represents your credit balance, excepting for the \$65.00 being held pending receipt of your United Farmers share certificate.

It would appear that we have accounted for all the property of every kind left by you in the Protected Area which vested in the Custodian, and in order that you may confirm this and acknowledge the cheque we are enclosing a stamped addressed

THE CANADA PERMANENT TRUST COMPANY
BRITISH COLUMBIA BRANCH OFFICE, CANADA PERMANENT BUILDING

No 48175

Loan No.

Vancouver, Dec. 9th 1944

RECEIVED chq.

- - - FOR Three hundred seventy two - - 69 DOLLARS
100

PROCEEDS TO BE APPLIED

ON ACCOUNT OF

J. B. Gade Est. & N. Kudo Agt.

MORTGAGE

AS PER STATEMENT HEREON

balance in full

PRINCIPAL	INTEREST	INSURANCE PREM.	TOTAL
\$344.48	\$23.21	Deed: 5.00	\$ 372.69

Oct. 28/43 to Dec. 12/44

Custodian of Enemy Property

[Signature]
MANAGER

[Signature]
TELLER

200 B.C.

NO RECEIPT IS VALID UNLESS SIGNED BY TWO OFFICERS OF THE COMPANY

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 8181

PLEASE REFER TO

FILE NO. 2883

808 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

September 11, 1944.

Mr. Steve Bodnar,
812 Agnes Street,
New Westminster, B. C.

Dear Sir:

Re: Catalogue No. 604
Cherry St., Mission
1/pt. 8E1 28/17/5727

Your letter of September 7th, enclosing cheque for \$250.00 and offer to purchase the above property for the sum of \$500.00 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 balance of the purchase price, namely, \$250.00.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state whether or not the proposed registered owner 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.

Yours truly,

F. G. Shears

F. G. Shears,
Director.

[Handwritten signature]
C-123

Walsh, Bull, Housser, Tupper, Ray & Carroll
Barristers & Solicitors

WALTER W. WALSH ALFRED BULL & C. GEORGE E. HOUSSEY
R. H. TUPPER A. HUGO RAY ARTHUR T. CARROLL
C. E. MEARNS
R. D. GUY

CABLE ADDRESS "TURSIO"
(BEDFORD WHARF)
CODES (WESTERN UNION)

TELEPHONE PACIFIC 6181

The Royal Bank Building,
Vancouver,
BRITISH COLUMBIA

REPLY ATTENTION OF MR. Guy

August 21, 1944.

Custodian's Office,
506 Royal Bank Building,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	AUG 23 1944
As No.	6618 & 2883
Ans.	
Referred	<i>[Signature]</i>

Attention Mr. R.D. Richardson

Re Minoru-KUDO --Lot 1 of Pt. SE $\frac{1}{4}$
of Sec. 28, Twp.17, Municipality of
Mission

Re your files 6618 and 2883

Catalogue # 604.

Dear Sir:

On January 31st last you wrote us advising that the above property would be offered at public sale. We are very anxious that this account be put in good standing, as it is now somewhat in arrears.

As you may know, the property is owned by the Canada Permanent Trust Company as administrator with the Will annexed, of the Estate of J.B. Cade, subject to a lease and option to purchase in favor of the above-named Japanese. At the present time there is a balance owing for principal in the sum of \$344.48, and 6% interest accrued from October 28th, 1943. We understand that 1943 and 1944 taxes are unpaid. *only*

Quick Would you kindly let us know when our clients can expect payment in full of all arrears owing under the lease and option to purchase.

Yours very truly,

WALSH BULL HOUSSEY TUPPER RAY & CARROLL

Per *[Signature]*

Opawa
or Bole 867.70

RG:DN

Kudo
or Bole 715.55

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 5181

PLEASE REFER TO

FILE NO. 2883 & 6618

804 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

August 10, 1944.

Mr. Harry Farion,
239 East,
North Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 604
Cherry St., Mission

Your letter of July 24th, enclosing cheque for \$50.00 and offer to purchase the above property for the sum of \$500.00 has been received and considered. We are enclosing herewith our official receipt.

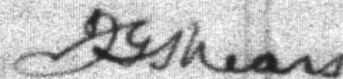
This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$450.00.

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.

Yours truly,



F. G. Shears,
Director.

GP:EB

Files: 6618 &
2883

Q Q P X

Kipp, Alberta,
October 3, 1943.

Mr. I. Macpherson, Title Examiner,
Dept. of Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
VANCOUVER, B. C.

Re: File No. 6618 & 2883

Dear Sir:

In answer to yours dated Sept 30th, I made investigations on the matter and found that Mrs. Ogawa paid on the agreement for sale as follows:
(exact date could not be obtained)

1939	Paid by cash	\$100.00	Principle	<i>45% principal</i>
1940	Interest	27.50	This figure is based on her	<i>actually 13%</i>
1940	Paid by cash	50.00	Principle	<i>memory</i>

Total \$177.50 (approximately)

The balance outstanding on the agreement for sale was \$439.00 and deducting the amount she paid, leaves about \$261.50 plus interest thereon, thereafter. *3-5-43*

As you already know and understand that this property was bought by Mrs. Ogawa originally, but we made a deal with Canada Permanent Co. in the form of Mortgage with my name and I have made sales to Mrs. Ogawa so as any payment made to me by her, I simply forwarded to the Company each time and handed the company's receipt to her.

That was the real transactions we were carrying on, fully understood to all concerned. Therefore the balance on this property on the agreement for sale is the balance outstanding on the deal with the company.

Hoping that this will meet with your approval.

Yours very truly,

"M. Kudo"

2833

August 30, 1943.

Mr. Kiyo OGAWA,
Reg. No. 13103,
c/o Paul Filliger,
Nobleford, ALBERTA.

Dear Sir:

Re: Sale of Rural Property.

The Custodian has recently accepted an offer received from The Director, The Veterans' Land Act, to purchase a large number of Japanese-owned rural properties.

We are writing to advise you that a property which you own, or have an interest in, is included in this deal.

The sale was made effective as at January 1st last and adjustments will be made as at that date and rentals received in the current year will accrue to the Director of the Veterans' Land Act.

As this is a transaction of considerable size it will take some time to make all the necessary adjustments and receive payment. In due course, however, we will supply you with full details as it concerns your own particular property, showing the adjustments which have been made and the amount which will be placed to your credit.

We would suggest that further correspondence from you in regard to this matter should be delayed until we are in a position to supply complete information and make the proceeds of sale available to you, subject to the adjustments mentioned above, and to any legitimate claims filed with the Custodian.

In due course, therefore, you may expect to hear from us further in regard to this matter.

Yours truly,

F. G. Shears

F. G. Shears,
Director.

FGS/RMH.

EVACUATION SECTION	
Rec'd	AUG 25 1943
File No.	
Ans.	
Referred	Cramer

2883

out to Richardson Nobleford, Alberta.
August 23rd. 1943.

D.A. Cramer Esq.,
For Mr. Ian Macpherson,
Title Examiner
The Office Of Custodian
Vancouver, B.C.

Your File No. 2883

Dear Sir:

Re- Lot 1 of part of the SE 1/4 of
Sec. 28, Tp. 17, Map 5727

In replying to yours of August 13th re above, I wish to refer to the letter Mr. Kudo has answered to Mr. Macpherson dated August 17th will clear the matter, but to make it clearer I am sending to you the Indentures which were made between The Canada Permanent Trust Co. and Mr. M. Kudo.

After discussed the matter with Mr. Bond then Manager of said Cooperation and all concerned Mr. Kudo and myself went into the sale of Agreement of this property which the Agreement of Sale was presented to Mr. Macpherson for his examination and has been send back to Mr. Kudo on the date of July 29th, but I was told by Mr. Kudo that he has received another letter from Mr. Macpherson's office for the Agreement of Sale, for which Mr. Kudo wrote to Mr. Macpherson on the date of August 17th.

I wish this to make you satisfy.

Yours truly,

Mrs. Kiyo Ogawa ✓

Mrs. Kiyo Ogawa

Left your letter with us to write you this letter while I was out and it is too much trouble for me to go to her for her signature and I have no idea just when we can see her so I have to write this and get proper size of envelope and mail this to you myself, please excuse me to do so on my part of convenience as well as for her's and I do not see any reason why I should'nt.

Yours truly,

M. Kudo
Nobleford, Alberta.

2883

July 15, 1943.

Mrs. Kiyo OGAWA,
Registration No. 13103,
c/o Paul Fellger, Esq.,
Nobleford, Alberta.

Dear Madam:

The Custodian's office has received quite a number of claims from tenants who leased farm properties from persons of the Japanese race and whose growing crops were sold to the tenant under written agreement which contained the specific acreage said to be under cultivation.

The claims filed with the Custodian have been based on the difference between the acreage specified in the agreement which you signed and the actual acreage of crops under cultivation.

We have gone into this matter very carefully and the difference in acreage has been established by actual measurements. Legal opinion which we have obtained on your behalf advises us that the agreement you signed would leave you liable for the full amount of the claim. However, we have been able to obtain the consent of the tenants to the reduction of their claims to 70% of the full amount.

The amount claimed against you for a difference of 1.89 acres amounted to \$151.00, and a settlement on the basis of 70% which amounts to \$105.70 has been charged to your account. This letter is sent to you so that you may be aware of the circumstances of this charge.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

6618 & 2883

July 14th, 1943.

Mr. Minoru KUDO,
Registration No. 13546,
c/o Mr. John Kawasak,
Kipp, Alberta.

Dear Sir:

Our records show that you purchased Lot 1 of part of the S.E. 1/4 of Section 28, Township 17, Map 5727, from the Canada Permanent Trust Company on October 28th, 1937. We have received from the Corporation of the District of Mission, a statement of Taxes levied upon this land, the statement being addressed to Mrs. Kiyo OGAWA and it would appear from this information that you have sold this parcel of land to Mrs. Ogawa. If this assumption is correct we should be pleased if you will send to this office your copy of the Agreement of Sale between yourself and Mrs. Ogawa and when we have made a record of it we will promptly return it to you.

Yours truly,

Ian Macpherson
Title Examiner

IM:PB

HALIFAX - SAINT JOHN
TORONTO - SASTON - WOODSTOCK
WINNIPEG - REGINA - EDMONTON
VANCOUVER

The Canada Permanent Trust Company

British Columbia Branch Office

Vancouver, B.C.

May 5th, 1943.

2883

EVACUATION SECTION	
Rec'd	MAY 6 1943
File No.	2883
Ans.	
Referred	Cramer

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

MR. CRAMER

Dear Sir:

Re: Estate of John B. Cade, Deceased.

The John B. Cade Estate originally owned the South-east quarter of Sec. 22, Tp. 17, Mission, B. C. comprising 108 acres. This was split into two parts. The south half of the said south-east quarter was sold to Mr. Murphy who is living on the farm at the present time.

The North half of the said south-east quarter was divided into six lots of nine acres each as follows:

6618
3427
1/2823
4611

Lot 1 sold to Minoru Kudo ✓
Lot 2 sold to Kuniyoshi Ayukawa ✓
Lot 3 sold to Tokusaburo Ogawa (dec'd) ✓
Lot 4 sold to Shizuo Ayukawa ✓
Lots 5 & 6 remain unsold in the name of the John B. Cade Estate. *File in K.M. Tuckman*

The Estate also holds a mortgage against Yuzaburo Ito on Block 189 and 190, Section 21, Tp. 17, Mission.

Yours truly,

E.T. Summers:AC

W. J. Bond
Manager

The Canada Permanent Trust Company

British Columbia Branch Office

Vancouver, B.C. April 1st, 1943.

HALIFAX - SAINT JOHN
TORONTO - BRANTFORD - WOODSTOCK
WINNIPEG - REGINA - EDMONTON
VANCOUVER

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

EVACUATION SECTION	
Rec'd	APR 3 1943
File No.	2883
Ans.	
(Your Ref.	2883) <i>clamer</i>

(Your Ref.

Dear Sirs:

Re: Kiyo Ogawa.

Your letter of March 31st has been received,
and we wish to state that we have no Agreement of Sale
with the above-named Japanese on the property referred
to in your letter, nor any other property, and cannot,
therefore, give you the information requested.

Yours faithfully,

H.E. Bond
Manager.

H.E. Bond/C

Copy for Mr. Peters

2807

September 11, 1944.

Mr. Steve Bodnar,
512 Agnes Street,
New Westminster, B. C.

Dear Sir:

Re: Catalogue No. 601
Cherry St., Mission
1/21.50 25/1/1944

Your letter of September 7th, enclosing cheque for \$250.00 and offer to purchase the above property for the sum of \$500.00 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 balance of the purchase price, namely, \$250.00.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state whether or not the proposed registered owner 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.

Yours truly,

J. G. Shears,
Director.

GP:ED

FARM LEASE

THIS INDENTURE made in duplicate this fourth day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASING ACT"

BETWEEN :-

KITO OGAMA of Mission City in the
Province of British Columbia - Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

HENRY THIGHORAB of the same place
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

Block One of the South East quarter of Section twenty-eight (28) Township seventeen (17) containing nine (9) acres and Block Three (3) of the North East quarter of Section twenty-eight (28) Township seventeen (17) containing ten (10) acres;

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Seven hundred (\$700.00) Dollars of lawful money of

Canada (the receipt whereof is hereby acknowledged).

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

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

Four and one half ($4\frac{1}{2}$) acres of strawberries
One (1) acre of raspberries
One and one half ($1\frac{1}{2}$) acres of blackberries
one half ($\frac{1}{2}$) acre of loganberries
One (1) acre of rhubarb
Some fruit trees

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

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

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

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he is evacuated

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

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

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

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

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

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

Signed, Sealed and Delivered by
KIYO OGAWA and HENRY TRICHGRAB of
Mission City in the Province of
British Columbia in the presence
of

M. M. Fletcher

K. Ogawa

Henry Trichgrab

AFFIDAVIT OF EXECUTION

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

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

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

J. P. Bell
A Commissioner for taking affidavits
within British Columbia.

M. M. Fletcher

LIST OF IMPLEMENTS

5	Hop baskets	1	Spring cultivator
1	Hop pole hook	1	Sled
6	Hop basket sacks	1	Cross cut saw (Fallor)
50	lbs. Hop wire (6 gauges)	2	Double head axe
4	Barrels (water)	1	Rake
200	lbs. 14 gauge wire	1	Shovel
1	Section spike harrow	1	Dragging hook
1	Spring tooth cultivator	5	Hoes
1 1/2	Tons hay	1	Bucknaw
2	Manure forks	2	Mattock
1	Feeder fork	1	Wash tub
150	Strawberry picking	1	Garden hose (old)
1	Set harness	1	Mop
2	Wheelbarrows	1	Will pulley
2	Barrels (water)	1	Cable choker
2	Wooden pails	1	2" water hose
3	Buckets	1	Egg case
7	Scythe (hand)	6	Wooden pails
5	Sledge hammers	1	1-Gal. oil can
1	Fisherman scale	5	Gal. coal oil can
1	Scale	1	es. pop bottles
1	Hand sprayer	2	Saw gauges
1	Crowbar	2	Drawers (1 large-1 small)
2	Logging chains	2	Car jaks
1	Gal. coal oil can	2	Book stands
2	Wedge	5	12" x 12" plate glass
1	Peeway	1	Kitchen stove
1	Milk can	1	Bicycle seat
1	D. handled shovel	1	China cabinet
2	Hand made heaters	2	Hunting trap
1000	lbs. telephone wire	1	Scale
24	Raspberry picking tins	14	Wooden pails
1	Car set	3	es. 1 qt. bottles
2	Single tree	1	Kitchen stove
		1	Set cloths line & pulleys
		1	Camp stove
		10	4-Gal tins
		2	Dos. jar bottles
		1	Spike harrow
		2	Thermometer
		60	lbs hop string
		1	Baby bed
		4	Mattresses
		1	Tire 600-16
		1	Gramophone
		1	Heater stove
		1	Piano
		3	Bench
		1	Round table
		1	Square table
		1	Long table
		8	Chairs (kitchen)
		1	Stool

Henry Luchgrau

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.

File 2883

NOV 19 1947

77
263P274B
Inc. 3

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

(1) NAME OGAWA KIYO (RCMP) Reg. No. 13103
(Print) Surname Given Name

(2) Pre-Evacuation Address R.R. No. 2, Mission City, B.C.

(3) Present Address 110 Catharine St. South Hamilton Ont

(4) REAL ESTATE

(a) Street Address (if any) Mission City B.C.
City or Municipality Province

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

Lot 3 of the N.E. 1/4 Section 28. Tp. 17. Map 3031 10 Acres

Lot 1 Part of the S.E. 1/4 Section 28. Tp. 17. Map 5727 9 Acres

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

(i) Farm

(ii) Residence

(iii) Business

(iv) Any other type of property (describe)

Type of business Fruits

(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 - - - - - \$ 4000.00

(ii) Buildings - - - - - \$ 2500.00

(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) - - - - - \$ 6500.00

(v) Amount at which Custodian sold property and credited your account - - - - - \$ 1452.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - - \$ 5048.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation On the Farm premises.

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

(c) How stored or packed at time of evacuation Just left in above premises.

(over)

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

the farm equipments were leased and thereon by the
Custodian's care; later sold by Auction according to the

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

1. <u>Farm equipments</u>	Estimated Value \$ <u>300.00</u>
2. <u>Livestock</u>	Estimated Value \$ <u>100.00</u>
3. _____	Estimated Value \$ _____
4. _____	Estimated Value \$ _____
5. _____	Estimated Value \$ _____
6. _____	Estimated Value \$ _____
7. _____	Estimated Value \$ _____
8. _____	Estimated Value \$ _____
9. _____	Estimated Value \$ _____
10. _____	Estimated Value \$ _____

TOTAL CLAIM FOR PROPERTY LOSS \$ 400.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e)) - - - - - \$ 5,442.00

(6) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge,
Moose Jaw, Winnipeg, Toronto or Montreal.)

(b) Do you require the services of an interpreter
at the hearing? Yes or no no

Toronto, Ont.

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

DOMINION OF CANADA

Province of Ontario

TO WIT:

I, Kiyoo Ogawa
of Hamilton

in the Province of Ontario

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City
of Hamilton

in the County of Wentworth

this 14th day of September

A.D. 1947.

C. J. Hend
Notary Public in and for the Province of Ontario

K. Ogawa

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

Name of Claimant **OSAMA, Kiyo**Case **1280**Custodian File **2983**

<u>REAL PROPERTY</u>										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		
		500.		12.50	500.	549.75				50.00 549.75 649.75
			50.00	.00						64.00
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Melson Broc. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
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
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
78.00	89.95		75%	180.00		44.10				
		26.95			118.91		8.65	151.40		
TOTAL RECOMMENDATION										613.70

November 9th, 1950.

Mrs. Kiyo OGAWA,
110 Catharine St. S.,
Hamilton, Ontario.

Dear Sirs: Madam:

Re: Japanese Property Claims Commission

Case No. 1290

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 ...

\$813.70.

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

\$813.70

Nil

Yours truly,

FCS/js
1 encl.

F.G. Shears
Director

DEFENCE BRIEF

Kiyo OGAWA

File No. 2883

Case No. 1250

Toronto, Ontario.
Nov. 15/48

V.L.A.
A1/9

REAL PROPERTY CLAIM

1.
Claim

\$5000.

Appraised at

\$970.00

Sold for

\$952.00

Witness: R.W. Brown, Appraiser

Lot 3 of North East quarter, Section 28, Township 12, Map 3031, Municipality of Mission, District of New Westminster.

10 acre property - 9 acres cleared.

Appraiser reports:

House, habitable. Concrete basement, dirt floor.

The Well on property is caved in and the electric pump has been removed. Water now obtained from neighbour.

Submission: "It is submitted that the real property both parcels were sold at their fair market value.

2.
Claim

\$1500.00

Appraised at

\$250.00

Sold for

\$500.00

Witness: W.H. Ansell, Appraiser

Values land at \$30.00 an acre - rolling ground, clay loam 9 acres. Only building - old shed.

Lot 1 of part of SE $\frac{1}{4}$, Sec. 28, Twp. 17, Map 5727, Municipality of Mission, District of New Westminster.

Property advertised for sale by tender under Catalogue No. 604 2 offers received, H. Farion, 24th July, 1944, and Steve Bodnar, 7th Sept. 1944, both for \$500.00.0

Farion's offer was later withdrawn. Apparently he had made his offer without having viewed the property. Stated no one could make a living on the property (Ex. 15).

PERSONAL PROPERTY CLAIM

3.
Claim for chattels

\$540.75

Left in care of tenant, Henry Teichgrab

(a) Goods valued by claimant at \$ 78.50 sold at auction for \$89.95

Witness: Auctioneer, J.H. Harkins
Wm. Ure, attended auction

(b) " " " " " \$136.70 sold to tenant, etc. \$46.10
Witness: Wm. Ure.

(c) " " " " " 21.00 sold with real property.

(d) " " " " " 266.55 no record at any time
Witness: D.A. Smith, took inventory

(e) " " " " " 13.00 abandoned Witness: Wm. Ure.

(f) " " " " " 25.00 not accounted for, theft, etc.

\$540.75

Note: Estimated value of larger items on "Personal Chattels Claim" Exhibit 4 lists "60 lbs hop string" valued originally at \$31.20 is shown as \$30.00 but total has not been changed and in Transcript P. 7 L 10, it is mentioned as \$31.20 - so is being left as \$31.20.

Submissions: "It is submitted that these articles of personal property which were sold at auction and by tender were sold at their fair market value.

"It is further submitted that the Custodian is not responsible for those articles of personal property which were left in the custody of a person other than the Custodian and of which the Custodian had no record, and which were not sold by the Custodian."

Witnesses:

R.W. Brown
W.H. Ansell
J.H. Harkies
Wm. Ure
D.A. Smith

Where Required:

1. V.L.A. Appraiser
2. Appraiser
- 3 (a) Auctioneer
- 3 (a) (b) & (c)
- 3 (d) Took Inventory

HA

EXHIBIT No.
Nov. 15, 1948DATE
FILED R.A. BestFARM LEASE

THIS INDENTURE made in duplicate this fourth day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN :-

KIYO OGAWA of Mission City in the
Province of British Columbia - Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

HENRY TEICHGRAB of the same place
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

Block One of the South East quarter of Section twenty-eight (28) Township seventeen (17) containing nine (9) acres and Block Three (3) of the North East quarter of Section twenty-eight (28) Township seventeen (17) containing ten (10) acres;

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Seven hundred (\$700.00) Dollars of lawful money of

Canada (the receipt whereof is hereby acknowledged).

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

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

Four and one half ($4\frac{1}{2}$) acres of strawberries
One (1) acre of raspberries
One and one half ($1\frac{1}{2}$) acres of blackberries
one half ($\frac{1}{2}$) acre of loganberries
One (1) acre of rhubarb
Some fruittrees

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

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

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

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he is evacuated

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

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

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

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

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

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

Signed, Sealed and Delivered by
KIYO OGAWA and HENRY TEICHGRAB of
Mission City in the Province of
British Columbia in the presence
Of

"M.M. Fletcher".

"K. Ogawa" (Seal)

"Henry Teichgrab" (Seal)

AFFIDAVIT OF EXECUTION

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

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

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

"M. M. Fletcher."

"J.M. Campbell"

A Commissioner for taking affidavits
within British Columbia.

LIST OF IMPLEMENTS

5.00	5	Hop baskets	1.00	1	Spring cultivator
1.00	1	Hop pole hook	1.00	1	Sled
2.00	6	Hop basket sacks	1.00	1	Cross cut saw (Faller)
1.50	30	lbs. Hop wire (6 gauges)	1.00	2	Double head saw
4.00	4	Barrels (water)	.50	1	Rake
4.00	200	lbs. 14 gauge wire	.50	1	Shovel
2.00	1	Section spike harrow	.50	1	Dragging hook
10.00	1	Spring tooth cultivator	2.50	5	Hoes
15.00	1 1/2	Tons hay	1.00	1	Bucksaw
1.00	2	Manure forks	1.00	2	Mattock
.50	1	Feeder fork	.50	1	Wash tub
37.50	150	Strawberry picking	1.00	1	Garden hose (old)
5.00	1	Set harness	.25	1	Mop
2.00	2	Wheelbarrows	.50	1	Will pulley
2.00	2	Barrels (water)	2.00	1	Cable choker
.50	2	Wooden pails	1.00	1	2" water hose
.45	3	Buckets	.10	1	Egg case
1.75	7	Scythe (hand)	1.50	6	Wooden pails
1.50	3	Sledge hammers	.25	1	1-Gal. oil can
.50	1	Fisherman scale	1.00	5	Gal. coal oil can
2.25	1	Scale	.40	1	es. pop bottles
5.00	1	Hand sprayer	.50	2	Saw gauges
.25	1	Crowbar	4.00	2	Drawers (1 large-1 small)
4.00	2	Logging chains	1.00	2	Car jaks
.25	1	Gal. coal oil can	.50	2	Book stands
.50	2	Wedge	.75	5	12" x 12" plate glass
.50	1	Peavey	1	1	Kitchen stove ✓
1.00	1	Milk can	2.50	1	Bicycle seat
.50	1	D.handled shovel	1.00	1	China cabinet
1.00	2	Hand made heaters	.25	2	Hunting trap
20.00	1000	lbs. telephone wire	2.25	1	Scale
.50	24	Raspberry picking tins	3.50	14	Wooden pails
1.00	1	Car set	1.50	3	es. 1 qt. bottles
1.00	2	Single tree	5.00	1	Kitchen stove
			1.00	1	Set cloths line & pulleys
			1.00	1	Camp stove
			2.50	10	4-Gal tins
			1.00	2	Doz. jar bottles
			2.00	1	Spike harrow
			.50	2	Thermometer
			30.00	60	lbs hop string
			1.00	1	Baby bed
			4.00	4	Mattresses
			2.00	1	Tire 600-16
			5.00	1	Gramophone
			5.00	1	Heating stove
			25.00	1	Piano
			.75	3	Bench
			1.00	1	Round table
			1.00	1	Square table
			1.00	1	Long table
			2.50	5	Chairs (kitchen)
			.25	1	Stool

Henry Teichgraber

IN THE MATTER OF THE "IMPERIAL ACT"
AND A BILL TO AMEND THE ACTS OF PARLIAMENT, 1907, CHAPTER 22,

JANUARY PROPERTY CLAIMS COMMISSION

1914

HIS HONOUR, JUDGE J. A. HARRISON, HIS COMMISSIONER

Toronto, Ontario,

November 15, 1914.

IN THE MATTER OF THE CLAIM OF

HIS HONOUR

PROCEEDINGS AT HEARING

APPEARANCES:

K. AL. CHRISTIE, Esq., K.C. appearing for the
Dominion Government.

R. A. HUNT, Esq. appearing for the
Claimant.

A. GIBBS, Esq., Secretary.

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

J. B. HARRISON, Esq., Official Reporter.

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E. Green,
Is that?

THE COURT: The claimant herein, having been first
duly sworn, testified through the
interpreter as follows:

EXHIBIT EXAMINATION BY MR. HUNT:

Q. Is that your signature? A. Yes.

Q. Was that form prepared upon your
instructions? A. Yes.

Q. And do you swear the contents are true?

A. Yes.

(FEDERAL ESTATE TAX CLAIM FORM MARKED
EXHIBIT No. 1)

MR. CHRISTIE: I tender as Exhibit 2 the
Farm Appraisal report.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2)

MR. HUNT: I understand that prior to the
eviction you owned two small farms near Mission,
is that right? A. Yes.

Q. Just how far from the town of Mission
were they?

A. Two miles.

Q. Now your husband had apparently farmed
this property for a great many years, since 1919?

A. Yes.

Q. And he continued to farm it up until he
died in 1937? A. Yes.

Q. And I understand your son has farmed it
together with yourself since then? A. Yes.

Q. Apparently it was all unenclosed land
when you bought it back in 1919?

A. Yes.

E. Evans,
in aid.

Q. And now there is just one more question?

A. Yes.

Q. Did your husband and your sons do all this clearing or did they have someone else do it?

A. We employed outside labour also.

Q. I like to know what the estimate of the cost of clearing included what you said that outside help and what you paid for material?

A. Yes.

Q. There is an item on your claim for 400 feet of fencing and the appraisal says the property is practically unfenced. What would you say about the condition of the fence at the time you left?

A. There was no fence at the back but the front was all fenced.

Q. Was your will unable at the time you left?

A. There was water in the will at the time we left.

Q. And you used it, did you?

A. Yes.

Q. Now, is that your signature? A. Yes.

Q. Was that form prepared upon your instructions? A. Yes.

Q. And are the contents of it true?

A. Yes.

(REAL ESTATE PARCEL CHAIN NO. 2 MARKED
EXHIBIT NO. 3)

Q. Now apparently you owned another place here
fence also by, is that correct?

A. Yes.

E. Jones,
23 Oct.

Q. Was it adjoining your home or was it some
distance away? A. About half a mile away.

Q. And that property was apparently purchased
from a Mr. Ellis through the Canada Permanent Trust
Company in 1907?

A. Yes.

Q. Now, according to your claim there were
three acres of strawberries on this place and farm
and the balance was wooded. Did you grow anything
other than strawberries on this particular parcel
of land?

A. As far as the crop was
concerned there were only strawberries.

Q. Now, I believe there was just one small
building on this property, a packing shed 14 x 20,
and it was apparently built a couple of years before
the execution?

A. Yes.

Q. Is that your signature? A. Yes.

Q. Was that form prepared upon your
instructions? A. Yes.

Q. Do you swear the contents of it are true?

A. Yes.

(PERSONAL CHATTEL CLAIM FORM MARKED EXHIBIT A)

MR. CHRISTIE: I tender as Exhibit C the
Analysis of Personal Property Claim.

(ANALYSIS OF PERSONAL PROPERTY CLAIM MARKED
EXHIBIT NO. B)

Q. Now, apparently you had a great many tools
and small pieces of furniture and chattels which you
left at your house, is that correct?

A. Yes.

Ex. 7.
In all.

Q. Did you go to your examination?

A. Yes, at the time I was examined.

Q. And was Mr. Tolson to have the use of any of the farm implements?

A. Yes.

Q. And was he to have the use of the hay?

A. Yes.

Q. There was this 1000 lbs of telephone wire?

A. In the stable.

Q. Was it there loose or was it being used for any purpose?

A. It was put there for the purpose of being used as hay wire.

Q. That would be used outside -- they wouldn't string it inside for drying, would they?

A. No, it was for the purpose of being used outside.

Q. Was he to have the use of the household furniture and kitchen utensils?

A. Yes.

Q. I would like to file as exhibit 7 the certificate of endorsement of this particular parcel, being lot 3 of the north-east quarter.

(CERTIFICATE OF ENDORSEMENT DATED EXHIBIT 7)

(NOTICE OF AGREEMENT FOR 1945 DATED EXHIBIT NO. 8)

Q. Do you have Misses Edger?

A. Yes.

Q. Did you buy this property known as lot 1 of the south-east quarter from Mr. Edger?

A. No. She refers the matter to her son.

Q. Do you remember signing an agreement for

E. Quinn,
att. att.

1
2 sale, copy of which I produce, between Hads and
3 yourself in which you agreed to buy this property
4 for \$440.

5 A. I had paid \$100, prior to signing this
6 deed to first bought it.

7 Q. Well, had she any explanation why it says
8 here that the price was \$40. Why wasn't the full
9 value set out, \$540?

10 A. She says that must have been when it was
11 transferred to my name.

12 (APPRaisal FOR SALE MARKED EXHIBIT NO. 9)

13 Q. The sale price is set out as \$440.

14 A. We commenced purchasing it in 1937, and
15 the document was completed in 1938.

16 Q. I file as Exhibit 10 the appraisal of
17 William E. Ansell, dated the 24th of April, 1944, and
18 the value is \$30, on more, a total of \$540, and
19 the value of the building is \$10, making a total
20 appraised value of \$550.

21 (APPRAISAL ABOVE REFERRED TO MARKED EXHIBIT 10)

22 RE EXAMINATION BY MR. HUNT:

23 Q. Did I understand your explanation about
24 the purchase price of this 9 acre property -- you
25 have told Mr. Christie that \$100. was paid when you
26 first bought it but the document says \$440. Now,
27 are you saying that you paid \$100. in 1937, and
28 another \$340, when the document was signed?

29 THE SUB-COMMISSIONER: It speaks for itself.

30 THE WITNESS: That is correct; in 1937 I paid

E. Ogden,
OF. EX.

Q189. and subsequently when the agreement was signed
I paid a portion of the \$400. and there was a small
balance left.

WILLIAM GARY, having been first
sole sworn, testified as follows:

DIRECT EXAMINATION BY MR. DIST:

Q. You are a son of the claimant, are you?

A. Yes.

Q. I understand that after your father's
death you operated these two farms?

A. Yes.

Q. So I take it you are more familiar than
anyone else with them?

A. Yes.

Q. Now, this property No. 1, with the
buildings on it, did you help your father clear this
land? A. Yes.

Q. Your mother told us apparently a certain
amount was paid for outside labor?

A. Yes.

Q. Now 10,000 feet of ditching, tile ditching --
I take it you mean that the tile was put in the bottom
of the ditch and was it covered with wood?

A. It was all covered ditches.

Q. The whole 10,000 feet?

A. About that much.

Q. I take it this ditching ran through the

E. Green,
in 1922.

property across-river?

A. No, it ran in all directions. It was
rolling property.

Q. Did you and your father do most of the
ditching?

A. Mostly, but we had outside labour.

Q. It was mostly done by outside help?

A. Yes.

Q. Most of the cost would be labour?

A. Yes, labour and tile.

Q. How much did you pay for tile?

A. I don't remember, but it must be 4 to 5
cents a piece.

Q. How long is each tile?

A. About 18 inches.

Q. You would be rather young when the house
was built back in 1922? A. Yes.

Q. Apparently there was a wood shed built
in 1922 and a rather large rubber forcing house
in 1923. Do you recall that being erected?

A. Yes.

Q. Was it partially underground?

A. About 2 feet.

Q. This old house built in 1922 was still
standing, was it? A. Yes.

Q. What was it used for?

A. For a helper's house.

Q. Was it occupied most of the year or just
during the picking season?

W. Spaul,
in suit.

A. From spring to fall.

Q. Apparently you leased both of these properties to this man Tolichgrob just before you left, did you?

A. Yes.

Q. Did you know Tolichgrob before?

A. No, we didn't.

Q. He was a stranger to you? A. Yes.

Q. And he paid \$700. for the lease for what, was it just the summer?

A. Yes, the first season.

Q. It was just a lease for one year?

A. Yes, for one season.

Q. And there was an option in it to extend the lease?

A. Yes.

Q. Do you know whether or not it was extended?

A. I think I have a report on that.

Q. Now, did the lease include the use of the tools and furniture or not?

A. All the items are are written into the agreement, there is a list attached to it.

Q. Unfortunately neither Mr. Christie or myself has a copy of that.

MR. CHRISTIE: This lease was given to the Soldier Settlement Board on July 21, 1942.

MR. HUNT: Here is a complete list which was apparently made by Mr. Smith of the Custodian's Office. He apparently made this inventory on May 21, 1942. It included hay bunks, a hay pole rack, and a good many other things, which at some time later

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30. 30.

the Custodian said he didn't have a record of.
Can you tell us just by looking at that

where most of these things on the list were?

A. Yes, this is it.

MR. CHRISTIE: I think I should point out
that this list is not necessarily a list prepared by
Mr. Smith.

MR. BENT: Now there was apparently no list
made on the original J.P. Form.

THE SUB-COMMISSIONER: Apparently it all went
with the property.

Are you filing it as an Exhibit?

MR. BENT: If it is going to help the
Commission I am quite prepared to.

I would like to read the relevant
clauses in the lease. I don't think there is any
place, on a survey balance, where it says he is
leasing the chattels and equipment but there is a
clause in here:

"The Lessee covenants with the Lessor that
he will properly care for and account to the
Lessor for any live stock, farm implements or
miscellaneous tools which are left by the
Lessor in the care of the Lessee and such
accounting will be given to the Lessor or
his agent on the termination of this lease."

(REMARK ABOVE REFERRED TO MARKED EXHIBIT 11)

MR. BENT: There is a list of implements
which seems to include a good many of the items in the

15.
Y. Ogawa,
In chf.

1
2 details of the claim, but I do not believe it is
3 exactly synonymous with 15. Certainly I would say
4 the majority of the items are those.

5 (INVENTORY OF MATTERS MARKED EXHIBIT 15)
6

7
8 HON. KATO OGAWA, recalled to the
9 stand, testified as follows:

10 DIRECT EXAMINATION BY MR. BEST:

11 Q. Is that your signature?

12 A. Yes.

13 Q. Do you remember signing that lease with
14 Mr. Tolstogrub just before you were evacuated,
15 three or four days before you left?

16 A. That is my signature.
17

18
19 HON. KATO OGAWA, recalled to the
20 stand, testified as follows:

21 DIRECT EXAMINATION BY MR. BEST:

22 Q. Were you present when this was signed?

23 A. Yes.

24 Q. You know it is the same lease?

25 A. Yes.

26 Q. Apparently the terms of the lease were
27 that Mr. Tolstogrub was to look after the items
28 in the lease?

29 A. Yes.

30 Q. Was he to use them or to be responsible
for them or were they just left there and he was to

14.
T. Brown,
Is not.

1 have the right to look after them?

2 A. The implements he could use.

3 Q. Now about the items of furniture and small
4 things, was that the understanding too?

5 A. Yes.

6 Q. You valued the horse at \$100, and he
7 apparently was sold for \$20. How long had you had
8 the horse?

9 A. Since 1939.

10 Q. You bought it in 1939?

11 A. 1939 or 1940.

12 Q. Do you know how old he was when you bought

13 him? A. They said he was two years old.

14 Q. And you were convinced he was two years

15 old? A. Yes.

16 Q. Now there are a good many items that are
17 on this list that the Custodian says he has no record
18 of. Was this list prepared from the house or how
19 were they compiled?

20 A. When the Custodian asked for the claim list
21 I wrote this back to him.

22 Q. That was when you prepared your claim?

23 A. Yes.

24 Q. That would be late in 1947?

25 A. Yes.

26 Q. And that is when you compiled that list?

27 A. Yes.

28 Q. Were all these items left on the premises?

29 A. Yes.

30 Q. Now, how about this 1/3 H.P. gas motor

18.
P. Ogden,
Ex. 187.

1
2 sprayer that you value at \$100. Was it left on the
3 premises?

4 A. It wasn't loaned to the
5 lessee of the farm. It was an use to them because
6 of hops
7 on that farm the six acres/wasn't on the lease.

8 That spray was for the purpose of spraying the hops.

9 Q. You mean the lease didn't cover the hops?

10 A. No.

11 Q. Was that the only thing the sprayer would
12 be used for?

13 A. Yes.

14 Q. Where did you buy this sprayer, you have
15 said you paid \$147.50 for it in 1941?

16 A. From some firm in Vancouver.

17 Q. Do you remember the type of sprayer it was?

18 A. Briggs-Sutton. Here is a picture of it.

19 Q. There is a picture of this sprayer here.

20 It may be of some help to file it as an exhibit.

21 When was this picture taken? A. 1941.

22 Q. These are the hops on your farm?

23 A. Yes.

24 (A PHOTOGRAPH HARKED EXHIBIT 18)

25 Q. Now about this nine acre farm; this man
26 Ansell says there are approximately 9 acres of
27 rolling ground which is clay loam. It is a very
28 sketchy appraisal.

29 A. I got a copy of it.

30 Q. Now, Ansell says this is rolling ground,
clay loam, but appears rolled out. What do you say
about that?

A. It couldn't be worked out because it is

18.
T. Ogden,
in chg.

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unleased in 1927, it is practically new land yet.

Q. This stump pulling outfit you bought in 1925 new for \$450. and you value it at \$75. Now again apparently the Custodian here's got a record of it. What did it consist of?

A. It was made of a winch and a few hundred feet of cable used for the purpose of clearing the land.

Q. Did you buy it as a unit for \$450. or did you buy the winch separate?

A. I bought the whole outfit.

Q. That would be a rather large thing to lose, wouldn't it?

A. Yes.

Q. Where did you leave it?

A. Just outside the barn on the property.

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CROSS EXAMINATION BY MR. CHRISTIE:

Q. Was Mr. Tulchgrub to have the use of this sprayer and your stump pulling machine?

A. No.

Q. Did you assist your mother in preparing her J. P. Form?

A. Yes.

Q. You assisted her?

A. Yes.

Q. According to this form, prior to evacuation all household and personal effects were to be left in the care of Mr. Tulchgrub and a list of goods would be sent to the Custodian by Mr. Campbell, a barrister of Elsinore, and the goods will be left with the tenant. I take it that not only the household goods but the farm implements and anything else

19.
T. Spence,
Q. Q.

1 pertaining to the farm were left with Mr. Tolsongrab,
2 under his care? A. Yes.

3 Q. Where did Mr. Campbell come in on it?

4 A. He was the collector for making the loan
5 on the farm.

6 Q. Did you have any other instructions about
7 the goods? A. No.

8 Q. This 50 lbs of hop string you estimate at
9 \$51.50 that was sold for \$3.50 -- how old was that
10 string?

11 A. It was just bought. It was bought at
12 the beginning of 1942, around January or February.

13 Q. And had it been used?

14 A. It was to be used in the coming year.

15 Q. It had not been used as yet at all then?

16 A. No.

17 Q. What about this 1000 lbs of telephone wire.
18 What was it to be used for?

19 A. That was for the hops.

20 Q. Where did you put it, outside?

21 A. That is for stringing the hops.

22 Q. The picture you showed of the hops here,
23 on top of the poles is that the wire?

24 A. No.

25 Q. Is that some of this 1000 lbs?

26 A. That is the remainder of that wire.

27 Q. How much of the 1000 lbs of telephone
28 wire is strung up on those poles?

29 A. The 1000 lbs isn't used there, it is
30 stored in the barn.

18.
Y. Ogawa,
cr. ex.

Q. Had it ever been used at all?

A. This is outside the 1000 lbs.

Q. That is all, thank you.

RE-EXAMINATION BY MR. BRET:

Q. I notice that most of the things that were actually sold by the Custodian at auction were sold for more than you valued it at?

THE SUB-COMMISSIONER: There is no complaint there.

MR. BRET: I was just going to point out he valued the hand sprayer at \$5, and it sold for \$15.

MR. CHAMBERLAIN: It shows the Custodian is doing the best he can to get the best price he can for the goods, and if he doesn't and the price is low it shows there must be a very small market for them.

THE WITNESS: May I ask one question. About purchasing this 3 acre property, I would like to give you more information how it got so complicated in the agreement. In October, 1937, I went with Kado to the Canada Permanent Trust Company to buy this property, and of course I took this \$100. down payment and at that time I was not of age for purchasing land so the only thing I could do was use Mr. Kado's name at the time. The purchase price was \$500, and I paid \$100. at that time.

Q. You actually paid \$100. to the Canada Permanent Trust Company?

A. Yes.

13.
T. Evans,
SF, CA.

Q. Was Rude a friend of yours?

A. Yes, he was more or less the administrator for the family.

MR. CHRISTIE: I tender as Exhibit 14,
[REDACTED] of Amendment for 1944, for the 2 acres.

[REDACTED] OF AMENDMENT WAKING EXHIBIT 14)

MR. CHRISTIE: I would like to file as Exhibit 15 the following tenders. The first is dated July 24th, 1944, and is made by H. Pavich, and is in the amount of \$500.

It is rather interesting to note that this tender is made from North Vancouver at this date, then a little later this tender is revoked, dated August 15th, 1944, at Mississauga City, and among other things he says is:

"I have looked that place over, it's not even worth \$50. No one could make a living on it, not even a young man leave alone an old man of 55 like me."

Then there is a tender for the 5 acres from Steve Palmer, dated September 7th, 1944, in the amount of \$500, and this was accepted.

[REDACTED] ABOVE TENDERS TO MARKER EXHIBIT 15)

Continued.

7 Subscribed.

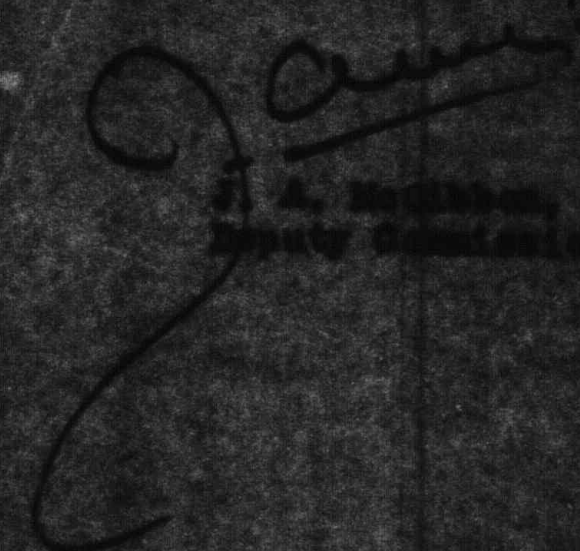
8 (PROCEEDINGS ADJOURNED SINCE DUE)

9
10 I hereby certify the foregoing to be a true
11 and accurate transcript of the proceedings
12 herein.

13 

14 J. B. McGregor,
15 Official Reporter.

16 I, J. A. McElhannon, Deputy Commissioner,
17 appointed to hear a Commission to investigate
18 claims of Japanese Canadians for property
19 loss, do certify the foregoing is a true
20 copy of the evidence heard on the within
21 claim.

22 
23 J. A. McElhannon,
24 Deputy Commissioner.
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