4226

FRASER VALLEY

FILE NO. 4226

HAMMOND

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: JAPANESE SCHOOL MAINTAINERS ASSOCIATION

HOME ADDRESS: Power Line Rd., Hammond, B./C.

REGISTRATION NUMBER ---- SEX: ---- AGE: ----

OCCUPATION:

(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:

MARRIED?

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: Lot 1 of Lot "A" of Lot 278 group 1 Map 4948, in the District of New Westminster, B.C. Title No. 114581E 1/2

2. BUILDINGS AND OTHER IMPROVEMENTS: 34' x 70' Japanese hall, 22' x 26' school house, 24' x 24' open four-room dwelling house woodshed.

3. INSURANCE (Give particulars; state where policies are) $2500 on buildings and contents in the Consolidated Fire and Casualty Co. Policy No. 17-1517 $2800 on buildings and contents in the Globe and Republic Ins. Co. Policy No. 5146

4. TAXES (Amount and where payable) $68.05 for 1942, paid at District of Maple Ridge

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

6. OCCUPANCY AND LEASES (If vacant so state) Vacant, might rent the four-room dwelling

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Will be put in the Land Registry Office, New Westminster, B. C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page1

2. LANDLORD'S NAME AND ADDRESS: ---

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: ---

4. STATE WHEREABOUTS OF LEASE: ---

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) ---

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: ---

STATEMENT OF PERSONAL PROPERTY OWNED:

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

51 2
·piano, ·long benches, stoves, ·3 long tables, ·2 kitchen stoves,
·20 chairs, ·2 medium sized tables, ·2 small tables, ·20 kindergarten chairs,
, 4 cupboards, ·2 organs, ·6 pictures and frames, ·2 heaters, ·1 furnace,
·2 kitchen sinks, ·2 sets kitchen utensils, ·100 sets chinaware, 6 flower box
·6 prs curtain rods, 1 complete set of electric water pump, ·1 safe box,
·4 prs drapes and rods, ·2 bookcases, ·blackboard, 3 electric kitchen units,
2 doz library books, ·1 set mimeograph, 6 doz books, ·1 trunk, cleaning
utensils, ·3 concert curtains, ·15 pcs costumes for plays, ·20 school desks,
·20 school seats, 50-benches, ·1 minister's desk, ·1 cord wood
In the hall and property of the Japanese School Maintainer's Association
Power Line Rd., Hammond, B. C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

Su about Stove Stove Not Sold

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

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: See page 1, No.8.

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: ----

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 21st day of May 1942.

(Signature) On behalf of the Raymond Japanese Co:
T. Takeshima, President
S. Sano Vice Pres.
M. Sakamoto Sec.

D. T. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Dec. 11/42.

Our File No. 4226

Full Name OKA, Umeo (Mrs. Shigeta)
(Surname in Block Letters)

Registration No. 14110 Male - Female (check) Age Jan. 23/1896.

Former Address P.O. Box 148, Hammond, B.C.

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

Present Address ~~c/o Schindel, (Co op) Stenton, Man.~~
361 Hargrave St., Winnipeg, Man.

~~Married~~ - Single - WIDOW (check)

Name of Wife —

Name of Husband Shigeta - Dec'd

Name of Mother (née SATO), Mon (Dec'd) Name of Father SHIGETOMI, Ichiro (Dec'd)

Names of Children under 16 Mijoshi (M) 30/7/27.

Requested by C. Girard Registered with Custodian Yes (Yes or No)

Additional Information Japanese Language Teacher.
20 Acres. 2 houses. Farm is at Abbotsford.
operated by mother - in - law.

REAL PROPERTY SUMMARY

File 4226

V.L.A. B.C. 386-F

JAPANESE NAME: Umeo OKA (Mrs. Shigeta) -- Reg. No. 14110.

CATALOGUE NO: Part of The Director The Veterans' Land Act first offer.

PROPERTY ADDRESS: [redacted] NEAR ABBOTSFORD, MUNICIPALITY OF MATSQUI.

LEGAL DESCRIPTION: The East half of the South East quarter of the North East quarter of Section 14, Township 13, Municipality of Matsqui, in the District of New Westminster.

TITLE: In the name of Umeo OKA.

ENCUMBRANCE: Vesting 24827, 21st October 1942.

ASSESSED VALUE: 1943 - 19.5 acres.
Land $292.00
Improvements $1200.00 Total $1492.00 Taxes $23.46.

CLASSIFICATION: Pasture land , no cultivation. There is no field inspectors report on file. Owner declared a two storey 6 room house, and a two storey 5 room house, 3 shacks and a woodshed.

HISTORY OF ADMINISTRATION: Lease dated 17th April 1942, Umeo OKA to Henry D. DORENKSON for 1 year from the 1st April 1942, with option to extend for the duration of the war at $30.00 per year paid on the 17th April 1942, to owner. Extract of lease on file states that this lease included the house and chattels but it does not appear that the house or houses were taken into consideration in fixing the rental, and Mr. Anderson is of the opinion that the tenant did not occupy the buildings. The rental of $30.00 was paid on the 17th April 1942, and the taxes of 1942 were paid by the lessee on the 31st July 1942.

This lease was renewed by the Custodian for 8½ months from the 1st April 1943, for $30.00, which rental was paid on the 27th March 1943, and has been allowed to The Director The Veterans' Land Act as accrued rental.

SOLD: To The Director The Veterans' Land Act for $479.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Umeo OKA, sale price $479.00, less Certificate of Encumbrance $1.00, registration fee $3.00, legal fee $15.00, total $19.00. Net amount released $460.00.

TITLE: Included in C. of T. 168922-E and payment of consideration included in cheque to the Custodian dated March 7th, 1942.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED March 16th, 1946.
IN:ML

Ian Macpherson

MEMORANDUM.

Files #4226
Int. 797

July 16, 1943.

TO: Files

FROM: Mr. G. T. McKay

Re: OKA, Mrs. Umeo and
KAWANO, Yoshio

Mr. T. H. Simpson, representative of the Department of Transport, came in today to say that in constructing a road to the airport at Abbotsford, the engineers will be submitting a plan to take fractions of the properties belonging to the above described Japanese.

I advised Mr. Simpson that the parcels were among those being taken over by the Director of Soldier Settlement and that when the necessary plans were ready and it was known just what acreage would be required from these lands, they could be submitted here or to the office of the Soldier Settlement in the Rogers Building.

GTM/MFP

LIABILITY SUMMARY

File No. 4226 Kei Ume OKA Reg. No. 14110.

Dr. G. Morse filed a claim on the 30th April 1942, for $20.00 which was disputed and which Dr. Morse agreed had been paid, and this claim was cancelled.

The Royal Columbian Hospital filed a claim on the 31st October 1942, for treatment of 3 members of the family amounting to $156.57. Mrs. OKA paid on this amount from the funds in hand of the Custodian, $9.00 and the Hospital agreed to accept $100.00 in full payment of balance of the account. This offer was accepted by Mrs. OKA on the 14th August 1944, and the account was paid on the 21st August 1944 [illegible] by Mrs Oka for this purpose.

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

[signature]

DATED March 16th, 1946.

IMcML

PERSONAL PROPERTY SUMMARY

File No. 4226

9th May, 1947.

Re: Umeo OKA - Registration No. 14110

CHATTELS: The above Japanese registered with this office on the 9th April, 1942, and at that time declared leaving household furniture and carpenters tools in building on 2nd Ave., Hammond.

This property was inventoried by our fieldmen on the 26th May, 1942, and they made note that the inventory of the house was included in report on Japanese School Maintainers Association, as the above Japanese woman was a teacher and lived in the house on this property. Mr. T. Takashima, president of this Association signed this inventory which included Mrs. OKA's chattels, as being correct on the 10th Nov. 1942. It is noted on the Association File No. 9754, that this property was broken into on many occasions, and a memo on that file dated 9th December, 1943 states:-

"Mr. Bardwell reported on the 26th May, last year, that the building of the Japanese School Maintainers Association contained this lady's belongings. They are however not distinguishable on this or subsequent inventories."

SPECIFIED ARTICLES: This file reveals no specified articles.

BONDS & INVESTMENTS: Mrs. OKA declared having two $5.00 War Savings Certificates in her possession, but these were not brought under control by the Custodian.

This file reveals no other personal property assets.

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

HA

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EXHIBIT No. 1060 - 6

DATE 19 May 1948

FILED BY J. W. G. Hunter

REPORT

ON EVACUATED JAPANESE PROPERTY

File No._____

MUNICIPALITY: Maple Ridge DATE: July 16, 1942.

NAME: JAPANESE SCHOOL MAINTAINERS ASS'N REGISTRATION NO.

ADDRESS: Powerline Rd., Hammond, B. C.
PROPERTY:
ACREAGE:
KIND OF CROPS:
APPROXIMATE ACREAGE OF EACH:
HOUSE: VACANT: OCCUPIED
DESCRIPTION ROOF:
SIZE: NO. OF ROOMS
CONDITION:
OTHER BUILDINGS:
NAME OF LESSEE OR RENTOR:
TERMS:
WATER: ON: OFF:
LIGHT: ON: OFF:
REMARKS: Note:

Note: Kitchen sinks also have been tampered with.

Have notified police who will investigate at once. Will get in touch with Beatty Bros. in regards to Pump number.

The Beatty electric pump & tank has disappeared, probably stolen, contacted S. SANO, vice president who did not know that it had gone, also contacted M. SAKAMOTO, secretary who also did not appear to know that it had disappeared. Back door hadbeen broken into and also 5 gal. of paint has disappeared.

INVENTORY OF CHATTELS LEFT ON PROPERTY

Stored in main floor on hall

Piano
39 Benches
2 Heaters
8 Table Tops. (16' long)
51 Kitchen chairs
Lge. empty shrine case.
" Kitchen table.
Trunk. (containg costumes & curtains for play)
2 lge. maps
2 Bookcases
7 Pictures, (framed)

Stored downstairs.

10 School desks, (small)
15 " benches. (small)
Kitchen range
Sml. quantity of lumber
2 Kitchen sinks. (new, installed)
6 Boxes of dishes & Kitchen utensils
Mimeograph machine
Hot Air furnace (dismantled)
Kitchen table
Kiddies table & 3 chairs

In School House

2 organs & bench
Mantle Clock
Wall Clock
Heater
Cabinet (glass front)
" (wooden ")
Blackboard
18 Kitchen Chairs
19 Kiddies Chairs
2 " Tables.
5 Pictures (framed
2 School desks & 2 bendhes
Christmas decorations. (few)
Wall map. (lge.)
6 pairs of curtains & rods. (on windows)

Stored in teachers house.

Safe. (open, containing records
Heater
2 Bookcases (containing books.)
8 Kitchen chairs
Bedstead
Rolled top desk
Washstand
Kitchen range
Dishes & kitchen utensils (few)
3 Galvanized pails
Bed
Dresser

Signed:

"J. Moryson
"H. J. Logan"

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

July 17, 1948

M [signature]

EXHIBIT No. 1060 @ 2

DATE 19 May 1948

FILED BY F. A. Brewin

THIS AGREEMENT, made in duplicate this seventh day of December in the year of Our Lord one thousand nine hundred and twenty-five BETWEEN Peter McConnell, of Sardis, British Columbia (Farmer)

hereinafter called the "Vendor" of the one part

AND

Shigata Oka, of Abbotsford, Province aforesaid, (Farmer)

hereinafter called the "Purchaser" of the other part

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster, Province of British Columbia, and more particularly described as the South East quarter of the North East quarter of Section Fourteen (14) Township thirteen (13) Matsqui Municipality.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of eleven hundred dollars $1100.00 of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of blank———— dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: one hundred dollars per year, until the whole amount is fully paid, the first payment to be made on the seventh day of December 1926.

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

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

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

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

THE PURCHASER shall and will during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings and other erections on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance Company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such

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

AND ALSO, it is hereby agreed that the Purchaser may at any time withing the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment.
AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Mr. Shigeta Oka,
R. R. 1 Abbotsford, B. C.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their reppective heirs, executors, administrators, successors and assigns, the same as if the words heirs executors, administrators, successors and assigns had been inscribed in all the proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.
AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Signature of Witness "Alexander McCallum")
Street Address)
City "Abbotsford, B. C.") "Peter McConnell"
Occupation "Notary Public")
) "Shigita Oka"

FOR ATTORNEY

I HEREBY CERTIFY that, on the day of 193 , at in the Province of British Columbia has been proved by the evidence on oath of (whose identity personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said instrument, and subscribed the name of the said under authority of a power of as the free act and deed of the said attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at , this day of , in the year of our Lord one thousand nine hundred and twenty.

Extracts from Lease.

File #4226.

Lessor: Umeo OKA

Lessee: Henry D. DORERKSON.

Date: 17th April, 1942.

Term: 1 year from 17th April, 1942, with option to extend lease from year to year for the duration.

Consideration: $30.00 cash, paid 17th April,1942, and taxes for the current year on land as and when they become due.

Property:

Land: E.½ of S.E.¼ of N.E.¼ of Section 14, Township 13, Municipality of Matsqui.

House: Included.

Chattels: Included. no Schedule of Chattels attached to Lease

Replaced by Lease #316 to H.D. Doerksen 8½ month from Apr 15/43 $30.00 payable Apr 30/43

386-P

BC/386-P Page 1

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

File No. JL-239

Land Description The E½ of the SE¼ of NE¼ of Sec.14, Tp.13, N.W.D.

Containing 19.5 Acres

Owner's Name (Mrs.) Umeo OKA Post Office Address Abbotsford, B.C.

Nearest Rail Point Abbotsford Distance 6½ miles

Market Town " Distance "

Church (give denomination) All denominations Abbotsford, some denominations close by. Distance "

Nearest School Peardonville. Distance ½ "

State how property was identified: Roads, map, tenant.

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

On decent gravelled subsidiary road.

Is this district a good one? No. Very poor. Called Poverty Flats sometimes.

Employment opportunity Very little nearby.

EXHIBIT No. 1060-J
DATE 19 May 1948
FILED BY J. W. G. Morton

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Well line fenced with barb wire. Some interior fencing-see Sketch. Value $

Water supply: Spring & well-good. Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE 1 st.	20x26x15	Frame	eave 8'	Shgl.	9	Wood	Fair	240.00
Woodshed	10x20x8	"	7'	"	9	"	Poor	25.00
(Just a cheap house)								
BARN	x	Old buildings.						
Hse. 2 st.	14x24x21	Frame	18'	"	V.old	"	V.bad	nil
BARN Leanto	10x24x15	"	12'	"	"	"	" "	"
Shed	12 x 18	"	Very old, not even salvage value.					
GRANARY Bath Hse.	8 x 12	"	"	"	"	"	"	
	x							
	x							
	x							
	x							

No lights at present available.

Total present day value $ 265.00

Total Value Buildings add to farm $ 190.00

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

$

Describe the basement and chimneys: No basement; metal chimney.

No. rooms downstairs? 4 Upstairs? nil How finished Siding, shiplap in.

Are buildings painted? No. Condition of paint

Distance from nearst bush None near.

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

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4.22	Level 4.22 ac.	10-16"lt.clay to v.light & sandy.	Clay to Sandy	Old sod. Odd brush clump stealing in.	40.00	168.80

Most of this area has very fair type of soil.

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	
10.62 Level 10.62	As above	As above	Bush & Stumps	150.00	10.00	106.20
4.66 " 4.66 ac.	Gravelly to surface	"	"	125.00	5.00	23.30

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 $ 298.30

Total added by buildings to value of farm $ 190.00

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

Total value of farm $ 488.30

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

Appears to have been continuously occupied but badly let go except for garden for some years. Old buildings were abandoned years ago.

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

Not suitable for agriculture. Might be used as a partial subsistence home.

Noxious weeds:

A little couch and some Canada Thistle.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Matsqui - $21.07.

Date: June 10, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 5th day of June 19 42

Inspector's Signature "R.L. RAMSAY"

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

Farm Appraisal Report

JL-239 -Mrs.U. OKA

Remarks: This place is located in a very poor section of the country. It is on a decent road with good access to trunk roads off this cross road. Is close to school. Soil on front is very fair but at west is gravelly and natural growth looks thin and hungry and thirsty in spite of all the rain we have been getting.

The place is quite well line fenced with one good cross fence and the garden well fenced. Buildings are poor. The present dwelling at N.E. corner is the only good building on the place and that is a very cheap type without chimney. There is another old set of buildings that haven't even salvage value now though a farmer in his spare time might get considerable old sheeting and dimension stuff out of them. If he figured wages he would make nothing however.

The place has the appearance of someone having made try to make it go without success and is now becoming somewhat derelict. Mr. Plaxton told me the owner was trying to sell at $1500. but would never make it.

There is a kitchen patch of strawberries on the place, but no other small fruit.

(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.)

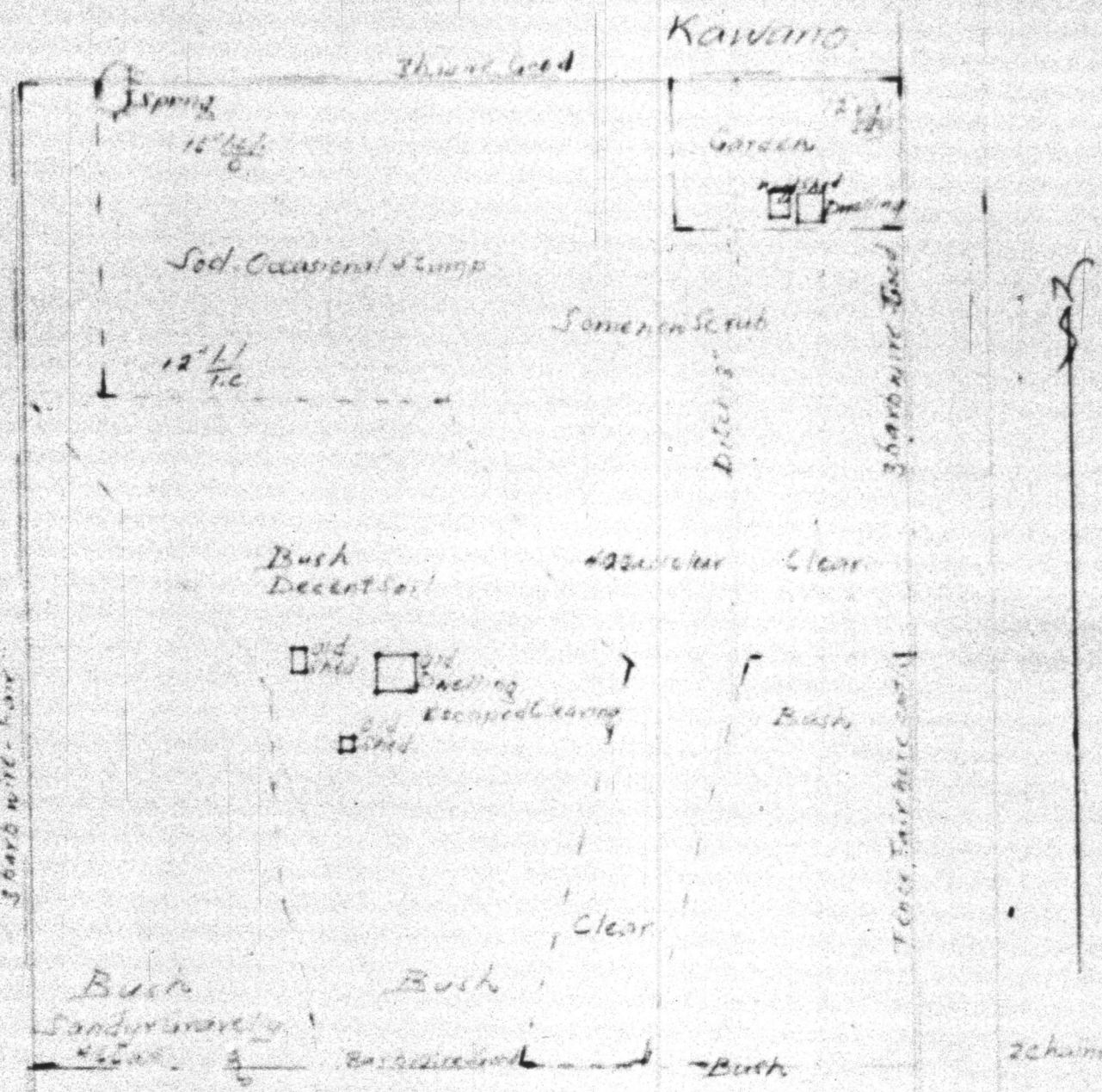
	Present Value
4 trees around house, about 10 years old and mixed.	$ nil
	$
	$
	$
	$
	$
	$
	$
	$
Total	$ nil

Amount fruit trees add to value of farm $

S. ½ of S.E.¼ of [illegible], of Sec 1½, T..13, E.L.D.

Mrs U Oka

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 500.00

Kato

Date 11th June 1942.

"I.T. BARNET"

District Superintendent.

(MATSQUI)

OFFER TO LEASE JAPANESE PROPERTY.

File No. JL 259 Place R.R.1, Abbotsford, B.C.

Date November 14, 1942.

Custodian of Enemy Property,
Vancouver, B.C.

Re: Mrs. Umeo Oka Property.

E½ of S½ of NE¼ of Sec.14, Tp.13, N.W.D.

I hereby offer to lease the above described property on the following basis:

Term: From January 1, 1943 to December 31, 1943.

Cash Rental: $ 30.00 per year to be paid as follows:

Payable 10th of April, 1943.

Lease to include all land and buildings, - ~~except~~

Other special conditions (if any):

nil

The following taxes will be payable by me:

~~Land & School Taxes; Irrigation Rentals; Lighting and Drainage Rates; Water Rates; Domestic Water Rates;~~

(strike out those that do not apply)

Provided Further that ~~if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one(1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy.~~

Full Name: Henry D. Doerksen

I recommend that Lease on the above terms be approved.

Address: R.R.1, Abbotsford B.C.

Field Supervisor.
Soldier Settlement of Canada.

(Henry David DOERKSEN)

MEMORANDUM

File Nos.: 8602
4226
9754

December 9th, 1943

To: Mr. Moryson

From: Mr. Green

Re: Tsuruyo (Tsurukichi) OKA
Umeo (Mrs. Shigeta) OKA

Mrs. Umeo Oka, a widow and Japanese Language teacher at Hammond, declared a six-room house now vacant and a five-room house occupied by her mother-in-law, Mrs. Tsuruyo Oka, both at Powerline Road, Second Avenue, Hammond. She declared furniture and effects "left in the building at Second Avenue, Hammond."

Mr. Bardwell reported on May 26th last year that the building of the Japanese School Maintainers Association contained this lady's belongings. They are, however, not distinguishable on this or subsequent inventories.

The mother-in-law, Mrs. Tsuruyo Oka, declared quite a list of belongings left at R. R. No. 1, Abbotsford "in care of Henry Doerken, now living in the house". These appear never to have been checked and I should like to know the position here.

Some of the Japanese School Maintainers Assn.'s chattels have been sold at auction. Have you any idea if these include Mrs. Umeo Oka's things? In any case, it appears that we should hold the proceeds of such sales until the position is clearer.

HFG:IF

No household chattels in Hall when checked however this place has been vacated previously

NAME [redacted]

REGISTRATION NO. _____ FILE NO. [redacted]

The following chattels were sold by public auction at [redacted] on [redacted].

Wall clock	$ 2.50
2 Framed pictures	0.50
1 Wooden cupboard	1.50
Heater	7.00
Heater	4.00
12 Kitchen chairs	9.10
Book shelf	2.25
Book case	8.00
1 House organ	25.00
1 Kitchen range	7.00
1 Piano	42.50

Total:			$
Less Expenses:	(Auctioneer's Fee	$10.93	$ 109.35
	(Advertising:	1.69	29.26
	(Moving:	16.64	
Net Proceeds Credited:			$ 80.09

Members of Custodian Staff Present. Mr. J. Morrison.

Extracted from Auctioneering list No. Haney 2.

Remarks.

S

NAME Japanese School Maintainers Association

REGISTRATION NO. _____ FILE NO. 9754

The following chattels were sold by public auction at Haney B.C. on December 16th, 1943

Organ	$ 37.50

Total:			$ 37.50
Less Expenses:	(Auctioneer(s fee	3.75	
	(Advertising	1.12	$ 7.26
	(Moving	2.39	
Net Proceeds Credited:			$ 30.24

Members of Custodian Staff Present. Mr. Morrison

Extracted from Auctioneering list No. Haney No. 3

Remarks.

S

4226

March 7th, 1944.

Mrs. Umeo OKA,
Registration No. 14110,
366 Hargrave St.,
Winnipeg, Man.

Dear Madam:

re: Claims

We are in receipt of your letter of the 29th ult., in reply to ours of the 25th ult. in which we submitted two claims to you for payment if correct.

re: $20.00 - Dr. Morse Paid at Doctor's Request

It is noted that you deny this claim, stating that it has been paid. We are so reporting to Dr. Morse and shall await his reply to what you say.

re: $156.77 - Royal Columbian Hospital

This you admit as correct but that you cannot pay same at this time. It is noted that you are willing to make monthly payments of $3.00 to apply on this account, and this you may do, making such payments to this office. We shall see that they are properly applied to your hospital account.

Yours truly,

BROOKS

B. R. Dusenbury,
Claims Department.

4226

February 16th, 1944.

Dr. G. Morse,
Haney, B.C.

Dear Sir:

re: $20.00 - Mrs. U. OKA

Our records show this party to be Mrs. Umeo OKA, Registration No. 14110, and her registration form represents her as formerly a Japanese language teacher at Hammond, B.C. This agrees with your description of her. She is a widow and her former husband's name was Shigeta, not Sosaburo as your information indicates.

Your property description is given as:

Lot 3, N.W.¼, Section 15, Township 12, Map 1973;

whereas our records show the description of her property as:

E.½ of S.E.¼ of N.E.¼ of Section 14, Township 13, Municipality of Matsqui.

However, we have submitted the above claim to the one we refer to above, and shall await her reply.

Yours truly,

B. R. Dusenbury,
Claims Department.

BRD:EE

NAME [redacted]

REGISTRATION NO. [redacted] FILE NO. [redacted]

The following chattels were sold by public auction at [redacted] on [redacted].

[redacted]	$ 1.00
[redacted]	1.25
[redacted]	.25
[redacted]	.25
[redacted]	.50
[redacted]	.90
[redacted]	.25
[redacted]	.50
[redacted]	.35
[redacted]	.35
[redacted]	.80
[redacted]	.50
[redacted]	.25
[redacted]	.25
[redacted]	1.00
[redacted]	.90
[redacted]	.35
[redacted]	.80
[redacted]	1.10
[redacted]	.35
[redacted]	.45
[redacted]	5.50
[redacted]	.50
[redacted]	.25
[redacted]	.25
[redacted]	.90
[redacted]	.50
[redacted]	3.00
Total [redacted] carried forward	$ 22.85
[redacted]	$
[redacted]	$

[redacted]

[redacted]

[redacted]

[redacted]

H

NAME OKA, Tsuruyo (Mrs. Tsurukichi)

REGISTRATION NO. 12867 FILE NO. 8602

The following chattels were sold by public auction at Abbotsford, B.C. on 28/9/44.

	Brought Forward	$ 22.85
- Percy		1.00
Dishes		.50
Vase		.70
- Jap Set.		1.70
Tray & Dishes		.45
- Plates & Dishes, etc.		.35
- Plates & Dishes, etc.		.45
Plates, & Dishes, etc.		.35
Plates & Dishes, etc.		.35
Plates & Dishes, etc.		.25
Plates & Dishes, etc.		.35
Plates & Dishes, etc.		.25
Plates & Dishes, etc.		.35
Plates & Dishes, etc.		.35
Plates & Dishes, etc.		.25
- Mugs & Bake		.75
- C.C. Saw		.50
- C. C. Saw		.50
- C.C. Saw		.50
C.C.Saw		.50
- Vase		.25
Curtain		.50
Cushions		1.00
- Vase		.25
Box & Contents		1.25
Tay		.25
Box & Contents		.75
Total to be carried forward		$ 37.50
[redacted]		$
[redacted]		$

[redacted]

NAME OKA, Tsuruyo (Mrs. Tsuruichi)

REGISTRATION NO. 12867 FILE NO. 8698

The following chattels were sold by public auction at [redacted] on 28/6/42.

	Brought Forward	$ 37.50
Mary		.25
Box & Contents		1.00
Dresser		2.00
Chairs } Comp 1 R Suite		6.60
Junk		.35
Hire & contents		.25
Light shades		.50
Box & Contents		.25
Milk		.25
Bowl		.50
Platter		.50
Platter		.50
Platter		.35
Jug		.45
Platter		.25
2 Bowls		2.80
Dishes		.25
Dishes		1.00
Dishes		1.00
Dishes		1.00
Bowls		.50
Bowls		.70
Bowls		.50
Cups & Saucers		1.00
Dishes		.25
Dishes		.35
Dishes		.25
Total to be carried forward		$ 61.10
[redacted]		$
Net Proceeds credited:		$

[redacted]

Members of Custodian Staff Present.

Extracted from Auctioneering List No.

Remarks.

NAME OKA, Tsuruyo (Mrs. Tsurukichi)

REGISTRATION NO. 12867 FILE NO. 8602

The following chattels were sold by public auction at Abbotsford, B.C. on 28/6/43.

	Brought Forward	$ 61.10
Dishes		.25
Dishes		.25
Dishes		.25
Vases, etc.		.35
Dishes		.35
Bedsteads		.35
Blankets	Recd $1.25	1.25
Pillow		11.50
Junk		.50
Junk		1.00
Junk		.25
Junk		.80
Junk		.50
Junk		.25
Spray Tank		.25
Pans		1.00
Pans & Cutlery		.45
Iron Pot, etc.		.25
Rod		.75
Rod & Spring		.25
Rod & Spring		.50
Junk		.50
Junk		.60
Axe		.60
Basket, etc.		.75
Junk		.35
		.50
Total		$ 85.45
Less Expenses: Auctioneer's Fees 8.55		
Advertising: 3.97		$ 27.96
Moving: 15.44		
Net Proceeds Credited:		$ 57.49

Members of Custodian Staff Present. Mr. Anderson

Extracted from Auctioneering List No. Abbotsford 8.

Remarks.

E. S. WITHERS,
GENERAL MANAGER

ELIZABETH CLARK, R.N.,
SUPERINTENDENT OF NURSES

ROYAL COLUMBIAN HOSPITAL

TELEPHONE 1780

EVACUATION SECTION
JUL 6 1944
File No.
Ans. A
Referred

NEW WESTMINSTER, B.C.
July 5, 1944.

Custodian of Enemy Property
Royal Bank Building
Vancouver, B. C.

Attention: Major McAllister.

Dear Sir: Re: Account Oka, U.

Following upon our telephone conversation of yesterday, I beg to confirm the statement that I then made to you that we are willing to accept the sum of $100.00 cash in full settlement of our account amounting to $147.57, and thanking you for your good offices, I remain,

Yours truly,

E. S. Withers,
General Manager.

ESW/JF

4226

July 7th, 1944

Mrs. Umeo (Snigeta) OKA,
Registration No. 14110,
366 Hargrave St.,
Winnipeg, Man.

Dear Madam:

We beg to acknowledge with thanks your letter of the 21st of June, 1944, enclosing $3.00 which you are paying towards the claim against you by the Royal Columbian Hospital. We are enclosing herewith Official Receipt No. 9312. As you are aware before receipt of this last $3.00 the claim against you by the Royal Columbian Hospital amounted to $147.57. As you were advised a short time ago your credit balance in this office amounts to $475.00, and the only claim now lodged against you is the Hospital claim referred to above.

With a view to assisting you in getting this claim settled, we took the matter up with the Hospital and asked them what reduction they would take for a cash settlement. After consideration they have agreed to accept $100.00 in full settlement of their claim of $147.57. As we consider this is a very satisfactory settlement from your point of view, we suggest that you write to us accepting the settlement and authorizing us to settle this claim on your behalf. As the Hospital has made this arrangement on the understanding that the claim would be settled forthwith we would ask you to let us have your reply by return mail, as otherwise the Hospital might withdraw this offer.

Yours truly,

AMcA:ND

A. McAlister,
Claims Department.

Encl.

4236

9th May, 1947.

REGISTERED

Mrs. Umeo OKA,
Registretion No. 14110,
366 Hargrave Street,
Winnipeg, Manitoba.

Dear Madam:

Your file has now been reviewed and we are enclosing herewith Custodian cheque in the amount of $60.00 which sum represents your full remaining credit balance at this office at the present time. For your information we are enclosing a statement of your account showing entries made since the one sent to you 12th May, 1944, with details of your property sale.

We note that you still have the Title document of this property in your possession, and would request that you send it to this office without delay as it has been cancelled at the Land Registry Office.

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

Yours truly,

W.E. Anderson,
Office of the Custodian.

HA
Encls.3 (cheque)

MEMORANDUM

File No. 9754 April 12, 1948.

RE: JAPANESE SCHOOL MAINTAINERS ASSOCIATION

Mr. Anderson states that this property was made the object of a very thorough burglarising in 1942. Even the fixtures were removed and the electric water pump was stolen. He states that no chattels remain in any of the buildings, including the house, and that the hand pump in the house belongs to the tenant who lives there.

The file indicates that an organ and chattels shown on Auction Sheet dated November 25, 1943, Ramsay, were sold by auction.

AGM/AC

4226, 8602,
9754.

April 17, 1948.

REGISTERED-AIR MAIL
Mrs. Umeo OKA,
Registration No. 14110,
c/o R. Borschke,
R. R. No. 2,
Leamington, ONTARIO.

Dear Madam: Re: The East Half of the South East quarter of the North East quarter of Section 14, Township 13, Municipality of Matsqui, in the District of New Westminster.

We have received your letter of April 1, 1948, and in accordance with your request we are enclosing herewith copy of Soldier Settlement Board appraisal of above real property which was sold by the Custodian in regard to which you have filed a claim with the Commissioner.

With reference to your chattels, we wish to state that in your JP Declaration Form dated April 9, 1942, you stated as follows in connection with your personal property, "above to be left in building at 2nd Ave. Hammond, in event of evacuation", but in your claim you stated that place or places at which property was left by claimant at date of Evacuation..."Hammond, B. C. & Abbotsford, B. C."

Until we received your claim we were under the impression that your goods were all left at the house in Hammond, B. C. Will you please advise us by return mail exactly what chattels were left at each place, belonging to you.

The chattels declared by your mother-in-law at Abbotsford were sold and credited to her account. Chattels at the Hammond property were removed and sold and it will, therefore, be necessary for us to receive lists from you, as stated above, in order that we may forward you further information.

We are attaching hereto a stamped, addressed envelope to facilitate your early reply.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/HMS
Enc. (2)

EXHIBIT No. 1060 - 5

DATE 19 May 1948

FILED BY J. W. G. Hunter

File No. 4226

April 16, 1948

REAL PROPERTY MEMORANDUM

Re: Umeo (Mrs. Shigeta) OKA
Registration No. 14110

Veterans' Land Act transaction.

One Real Property only, being:

The East Half of the South East quarter ofthe North East quarter of Section 14, Township 13, Municipality of Matsqui, in the District of New Westminster.

Assessment:

Land	$292.00
Improvements	1200.00
Total	$1492.00

Valuation of Soldier Settlement Board:

Land	298.30
Buildings	190.00
Total	$488.30

Sold to the Director, Veternas' Land Act for $479.00

Claiming:	Land	1500.00
	Buildings	950.00
		$2450.00

Relative documents attached to Claim File.

WJJ/HMS

...W..J..Johnston...

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

July 17, 1948

C. McClughan

VLA.

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

R 239
BC 386 P
Env 22

4726

DEC 2 1947

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

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

(1) NAME MRS OKA (Print) Surname Umeo Given Name (RCMP) Reg. No. 19110

(2) Pre-Evacuation Address HAMMOND, B.C.

(3) Present Address LEAMINGTON ONT.

(4) REAL ESTATE

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

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

South East Quarter of the North East Quarter of Section 14 Township 13 Matsuqui

(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) Farm implement

Type of business Mixed Farming

(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 - - - - - - - - - - - - - - - - $ 1500.
(ii) Buildings - - - - - - - - - - - - - - - - $ 950.
(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) - $ 2450.
(v) Amount at which Custodian sold property and credited your account - - $ 479. ✓
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1971.

RECEIVED $100. FROM CUSTODIAN.

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation HAMMOND, B.C. & ABBOTSFORD, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) HAMMOND, B.C. & ABBOTSFORD, B.C. HOUSE

(c) How stored or packed at time of evacuation NOT PACKED

(over)

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

Mr. H.D. DORERKSON

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

1.	Book case	Estimated Value $ 30.00
2.	Office Desk	Estimated Value $ 20.00
3.	Vanity	Estimated Value $ 15.00
4.	2 double beds	Estimated Value $ 35.00
5.	2 tables	Estimated Value $ 2.00
6.	2 chairs	Estimated Value $ 2.00
7.	springs & beds	Estimated Value $ 5.00
8.	jam jars	Estimated Value $ 2.00
9.	1 stool	Estimated Value $ 2.00
10.	stove pipe	Estimated Value $ 3.70

TOTAL CLAIM FOR PROPERTY LOSS $ 285.

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) - $ 2254.

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

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

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, Umeo Oka
of Leamington of the Town
in the County of Essex

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 Town
of Leamington
in the County of Essex
this 24th day of November
A.D. 1947.

Umeo Oka.

A Commissioner &c.

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

CASE NO: 1060.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I., REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H.I. KELLY, COMMISSIONER).

Toronto, Ontario,
May 19, 1948.

IN THE MATTER OF THE CLAIM OF

PROCEEDINGS AT HEARING.

APPEARANCES:

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

F.A. BREWIN, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary.
MRS. D.J. HANDFORD, Official Interpreter.
A.G. VEITCH, Esq., C.S.R., Official Reporter.

Mrs. H. Oka
In-Chief.

MRS. HIDE OKA, the Claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. BERWIN:

Q. Mrs. Oka, is this your signature on this document?

A. Yes.

Q. That is a form in respect of real estate farm land.

Are the facts which are in here correct? Are they true?

A. Yes.

MR. BERWIN: May that be Exhibit 1?

THE COMMISSIONER: Yes.

(PARTICULARS OF REAL ESTATE, FARM LAND, MARKED EXHIBIT NO. 1)

MR. BERWIN: It was your husband who first bought this farm?

A. Yes.

Q. And I believe that you have with you an agreement for sale which substantiates the price paid and the details set forth in part of this form.

I do not think unless there is some question of it there is any point in filing it. She has that document with her.

THE COMMISSIONER: Is there any question of title, Mr. Hunter?

MR. HUNTER: Not of title but of price, I am not sure. I would like to see it for that matter.

MR. BERWIN: Yes.

Q. Have you an agreement for sale, Mrs. Oka, under which your husband purchased the property?

A. Yes.

Q. Can you let us see it?

A. Yes.

Q. You have left it somewhere else?

A. It is in the bag, I think.

Q. We want the agreement for sale.

The witness is producing an agreement dated December 7, 1925, between Peter McConnell and Shigeta Oka and it is an agreement to purchase the land here described for $1,100.

Do you want that filed?

MR. HUNTER: This appears to be for twice the amount of land, my lord. It is described as the southeast quarter, whereas the bit covered in the farm appraisal is the east half of the southeast quarter of the northeast quarter.

MR. BREWIN: Perhaps you can help us, witness.

Q. Do you know how much land your husband purchased, how many acres? A. 19½ acres.

Q. 19½ acres. Did he agree to buy some land from Mr. McConnell and then sell it again, or ---

A. I did not sell.

Q. You did not sell? A. No.

Q. So far as you ---

THE COMMISSIONER: There might be somemistake in the description either here or by the Soldiers Settlement Board.

MR. BREWIN: Possibly in the agreement.

THE COMMISSIONER: I notice the claim relates to the southegst quarter.

MR. BREWIN: Perhaps, in view of the question raised, we had better file this agreement as an exhibit.

THE COMMISSIONER: Very well.

MR. BREWIN: It will be Exhibit No. 2.

(AGREEMENT FOR SALE, MARKED EXHIBIT NO. 2)

Q. Your husband, I understand, died in 1931. Is that right? A. Yes.

MR. HUNTER: The certificate of encumbrance shows only the east half, my lord.

THE COMMISSIONER: Does it?

MR. HUNTER: Yes.

MR. BREWIN: By the way, you have not an actual deed of the property?

THE COMMISSIONER: The certificate of title would contain the description.

MR. BREWIN: Let us see the certificate.

THE COMMISSIONER: It is probably in that registered letter the witness turned up.

MR. BREWIN: Here is a deed of land. That may throw some light on it.

This is a deed dated January 27, 1932, from Peter McConnell to the witness and it recites $800, in consideration of the sum of $800 doth grant the east half of the southeast quarter on the northeast quarter of section 14.

Q. Is this the deed which you received for the property?

A. When the property was bought?

Q. No. What you received covering the property for which you are claiming ---?

A. Before Mr. Oka died he paid $500 deposit and I paid the rest in cash.

Q. What is the rest - $800? What do you mean by "the rest"? A. $800.

Q. You paid $600, yourself? A. Yes.

Q. I see. Then, have you the certificate of title there? You had it before, I think, just a minute ago.

MR. HUNTER: What is that?

MR. BREWIN: This is a copy of the Soldiers Settlement Board appraisal.

THE COMMISSIONER: Let me see the lady's documents.

THE WITNESS: I have handed the title over just now.

MR. BREWIN: Q. I understood you had about a minute ago a certificate of title.

A. I handed it to you.

Q. Handed it to me? I am the guilty party.

Here it is. I am afraid I am the guilty party. The witness handed it to me a minute ago. I did not file it. It is dated April 17, 1942, and it refers to the east half of the southeast quarter.

THE COMMISSIONER: It does not account for the difference of $300 in the purchase price.

MR. BREWIN: I do not think we need to spend too much time on it. She said that her husband paid $500 and she paid $600 more.

THE COMMISSIONER: It could be interest.

MR. BREWIN: Yes, it could be interest. I wonder had I better file the deed.

THE COMMISSIONER: I do not know that that would help the situation at all. After all, the cost in 1925 is no criterion of value in 1943.

MR. BREWIN: Not by itself, my lord.

Q. Then, Mrs. Oka, your husband died did you say in 1933? A. In 1933, yes.

Q. How many children did you have? A. Six.

Q. Six children. How long did you stay on the property? A. Six years.

Q. Six years? A. Yes.

Q. After your husband's death? A. Yes.

Q. And I understand you went to live in Port Hammond? A. Yes.

Q. And I understand you taught at some school there?

A. Yes.

Q. Now, when you left did you leave anybody on the property? A. The grandmother.

Q. She occupied the house?

A. I had two houses, one of them was occupied by the grandmother.

Q. Two houses on this land? A. Yes.

Q. Who occupied the other house?

A. It was vacant.

Q. It was vacant. Then, did anybody operate the farm? A. My grandmother was on the property but she did not ---.

Q. Yes, but did she rent the crop or anything of that sort, give somebody the right to operate it?

A. Only the hay.

Q. The hay.

Perhaps I might shorten it by leading the witness. Did you have an agreement whereby some neighbouring farmer would take off the hay?

THE COMMISSIONER: Mr. Hunter, if you were to put in

the S.S.B. report is might help.

MR. BREWIN: I tender the Soldiers Settlement Board appraisal as Exhibit No. 3.

(SOLDIERS SETTLEMENT BOARD APPRAISAL, MARKED EXHIBIT NO. 3)

THE WITNESS: The hay was sold to a neighbouring farmer.

Q. And what was he to pay for it?

A. $30 a year.

Q. $30 a year; and was he also to pay taxes?

A. Yes. He paid the taxes.

Q. I see. Then, I think that is all about that.

THE COMMISSIONER: You will observe in the Soldiers Settlement appraisal report, Exhibit No. 3, it says that the property has been continuously occupied but badly let go except for garden for some years, Mr. Brewin.

MR. BREWIN: Yes, my lord. That is what I really wanted to bring out.

THE COMMISSIONER: That is established.

MR. BREWIN: I wanted to explain perhaps the reason that apparently this woman left. Perhaps the possibilities were greater than what was eventually done with it.

THE COMMISSIONER: Yes.

MR. BREWIN: Q. Now, in regard to your personal property I am showing you a form. Is that your signature? A. Yes.

Q. And are the facts set out there correct?

A. Yes.

MR. BREWIN: I think that will be Exhibit No. 4. It is

personal chattel form.

(PARTICULARS OF PERSONAL PROPERTY CLAIM, MARKED EXHIBIT NO. 4)

MR. HUNTER: In order to follow it I would ask my friend to file the personal claim analysis.

MR. HUNTER: I file the analysis of personal property claim as Exhibit 5.

(ANALYSIS OF PERSONAL PROPERTY CLAIM, MARKED EXHIBIT NO. 5)

MR. BERGER: Your lordship will observe that nearly all the items that are claimed have some detail given to them in Exhibit No. 4. There are some which have not.

THE COMMISSIONER: Yes.

MR. BERGER: They are left in general terms. They are all listed, with valuations in column 3 of the analysis.

Q. Now, Mrs. Ohm, where did you leave all of the things set out in your claim?

A. The farm implements were left at the farm and the household chattels were left at Fort Hammond.

Q. I do not think you are claiming for any farm implements. Are you making a claim for farm implements?

THE COMMISSIONER: Tools bought in 1930, valuation $70.

MR. BERGER: Q. What about the tools? Were they left at the house at Fort Hammond or at the farm?

A. At the farm.

Q. The carpenter's tools were left at the farm. Were there any ---

MR. HUNTER: Are they carpenter's tools or are they

farm tools?

MR. REEVES: She told me before all these were left at the other place.

THE COMMISSIONER: Q. Were these farm tools or carpenter's tools?

A. The farm implements were left on the farm and the carpenter's tools were left at Port Hammond.

MR. REEVES: Yes. That is what I understood.

Q. Perhaps you had better look over this list again and I will ask you this question: Were all the things on that list left at Port Hammond?

A. They were all left at Port Hammond.

MR. REEVES: Yes.

My lord, the interpreter has just gone over with her all the items set out in the details of the claim. She says they were all left at Port Hammond.

Q. In whose care were they left?

A. They were left at Port Hammond in no one's care. I just locked the house.

Q. And apparently it was reported to the Custodian that they were there? A. Yes.

Q. Now, I notice there are some items here referred to in the personal claim analysis, one bed, I guess it is, and three tables - it is rather hard to follow - I think that is it; one bed and three tables which were sold, and preserving bottle, and jam jar sold, shown in auction sheets, to your mother-in-law, Mrs. Shirie Oka and in addition some kitchenware and books are shown as

having been sold by auction and credited to your mother-in-law's, Mrs. Shirts's account?

A. They belong to my mother-in-law. I call her grandmother.

Q. Mrs. Shirts Oka, at any rate. To whom did these things belong?

A. The tables and the beds were the grandmother's. I refer to her as grandmother, the mother-in-law.

Q. Are you sure you understand the question because you told me to the contrary in the instructions you gave me?

A. The beds and the tables you refer to?

Q. There are beds and tables?

A. You mean these?

Q. Together with these, two double beds and two tables, which you left?

A. They were mine, left in Fort Hammond.

Q. Were any of the things left in Fort Hammond which belonged to your mother-in-law or grandmother, or Mrs. Shirts Oka?

A. No. There was nothing there belonging to the grandmother.

Q. All these items we have discussed before set out in the claim form, to whom do they belong?

A. They are all mine.

Q. They are all yours? A. Yes.

Q. And are the prices you have put on for them - I guess they explain themselves.

THE COMMISSIONER: I think she has enumerated the prices right through, both in Exhibit 4 as well

Mrs. V. Shea
In-Chief.
Discussion.
Cross-exam.

as in Exhibit 5.

MR. BERGIN: That is all.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value.

It is submitted the chattels sold were sold for their fair market values.

It is submitted that the claims made for chattels not sold by the Custodian are exhorbitant.

I think you have full particulars of the assessment which was attached to the analysis form.

THE COMMISSIONER: Yes. I have noted that.

MR. HUNTER: I am a little confused with respect to Pope Hammond and Abbotsford.

THE COMMISSIONER: They are two separate places. You had better ask her if she left anything at Abbotsford, in view of the declaration made here.

CROSS-EXAMINATION BY MR. HUNTER:

Q. Did you leave any property at Abbotsford?

A. Only farm implements.

Q. And you are not claiming anything for those?

A. Yes, I am claiming for them.

MR. BERGIN: Well, she is not.

MR. HUNTER: Q. You have claimed $70 for carpenter's tools. Does that include your farm tools?

A. They are separate.

Q. Then, there is no claim for farm tools.

THE COMMISSIONER: No.

MR. BREWIN: I do not think she has at any time instructed me to make any such claim.

THE COMMISSIONER: Obviously it has not been made in the claim form, which I gather was not prepared by yourself.

MR. BREWIN: No. It was prepared by some solicitor in Leamington.

THE COMMISSIONER: Yes. I think we can go on.

MR. HUNTER: Q. You left all these things in the teacher's house?

MR. BREWIN: She was the teacher.

THE WITNESS: Just the household chattels were left in the teacher's house.

MR. HUNTER: Q. Yes. You left all themthere in Fort Hammond in the teacher's house. Is that correct?

A. Yes, in the teacher's house at Fort Hammond.

Q. Where did your mother-in-law leave her furniture, at Fort Hammond, or in the teacher's house as well?

A. No. They were left at Abbotsford.

Q. Did your mother-in-law have a similar type to the ones you declared?

A. Yes. We had similar possessions.

MR. HUNTER: It begins to look as if these things which were sold in the mother-in-law's sheets were properly the property of the mother-in-law.

THE COMMISSIONER: It does appear so from this evidence.

MR. BREWIN: How does it appear that way? It is just the other way around.

THE COMMISSIONER: Not as I interpret her evidence. The claimant says she left some of her chattels

in Abbotsford and that all her stuff was left at Port Hammond. The mother-in-law's stuff, on the other hand, was left at Abbotsford, and obviously from the claim analysis, which is Exhibit 5, the goods which were sold were sold from Abbotsford.

MR. BERGIN: Is that right, my lord?

THE COMMISSIONER: It is confusing. Perhaps I have it twisted.

MR. HUTTER: The mother-in-law made a declaration which I have here which declares certain property at Abbotsford and certain property of the mother-in-law was obtained from Abbotsford and sold. It was thought, by whoever drew up this analysis, that there might be a confusion there because in the claim form I think it is shown that she had left the stuff at Port Hammond, not Abbotsford, whereas in her original declaration she had shown Port Hammond. They began to wonder whether there was some confusion but, from what the witness now states, it would appear there was no confusion and that the things which were sold from Abbotsford were the mother-in-law's.

THE COMMISSIONER: That is the way I understand the evidence.

MR. BERGIN: The original J.P. form in column No. 1 says, "Left in building, Second Avenue, Hammond and includes kitchenware." One of the items, the third from the end, is also the third from the end in the claim form. That appears that

was sold for $25.25. "See mother-in-law's auction sheet." I do not know whether what was sold for $2.25 was what was sold from Abbotsford or whether it was this woman's kitchenware.

THE COMMISSIONER: Do not your auction sheets show where the goods were drawn from which were sold?

MR. HUTCH: They were sold from Abbotsford.

We have in addition certain things which were sold at Haney apparently from Hammond.

THE COMMISSIONER: Yes. They are alone together.

MR. HUTCH: They would appear to be some of them household things and some of them from the school, such as an organ and a piano and so on.

THE COMMISSIONER: Certainly the way I interpret the evidence the goods referred to in the right hand column of Exhibit 5 appear to have been those of the mother. Now is not the time for argument. If there is any question about it it can be dealt with later.

MR. HUTCH: I think possibly it might be as well to put in the inventory of what was found in the teacher's house.

THE COMMISSIONER: I think it would be.

MR. HUTCH: In the right hand corner of this inventory, which was made on July 16, 1942, by Maryson and Logan, it shows the following stored in the teacher's house and it gives a list of them. It shows certain of the items which are shown in the details of the claim. The stove is shown, the kitchen range; there are dishes and kitchen

utensils (a few); three galvanized pail; a bed; a dresser which I presume would be the vanity; and another bedstead up above which would correspond with the two beds; eight kitchen chairs; two bookcases containing books.

THE COMMISSIONER: That is an inventory made by the Custodian or his representative?

MR. HUNTER: It is made about three days less than two months after the evacuation by the Custodian's agent.

THE COMMISSIONER: Yes.

(REPORT ON EVACUATED JAPANESE PROPERTY, JULY 16, 1942, MARKED EXHIBIT NO. 6)

MR. HUNTER: I think in addition it is only fair to the claimant to point out that cabinet and possibly the house as well has been broken into.

THE COMMISSIONER: Yes.

MR. HUNTER: It is rather dubious from this. It says, "There is no record apart from theft of the "balance of chattels claimed as far as the "property at Hammond is concerned." Whether that means it was broken into or it is only an inference, I do not know.

MR. HUNTER: On the analysis of personal property claim it is said,

"There is evidence of theft in connection "with Japanese School Maintainers Association "property at Hammond, B.C. as per correspon- "dence attached to claim file."

That is in the analysis.

MR. HUNTER: Perhaps I can find that then.

"It is noted on the Association file No. 7734,
"that this property was broken into on many
"occasions, and a memo on that file dated
"9th December, 1943, states:

"'Mr. Zaregoli reported on the 26th May
"'last year that the building of the
"'Japanese School Maintainer's Association
"'contained this lady's belongings. They
"'were, however, not distinguishable on
"'this or subsequent inventories'."

In other words, the things which are now shown as having been here and shown on the analysis are things which have been taken from these general auction sales. The School Maintainers Association property was sold.

THE COMMISSIONER: Yes.

The effect of your statement is that the majority of this woman's goods were apparently stolen.

MR. BERGER: It would appear so, my lord.

THE COMMISSIONER: Yes.

MR. HUNTER: There are these auction sheets here, my lord. There are only two of them and actually only one because the second one is merely with respect to an organ. Off that they have deducted and put into her account the stove and those three items shown on the analysis.

THE COMMISSIONER: Yes; and for that she is credited?

MR. HUNTER: With the $8, $3.75 and $7. Possibly she might just look at this and indicate whether

any of the other items happen to be here. She might as well get credit for them even if she does not claim for them. There is only a short list of them.

THE COMMISSIONER: All right. Show them to her.

MR. HUTCH: Q. These are the only articles stolen from that property. They apparently either belonged to the Association or to this witness.

A. I have no knowledge of the organ or the piano. The rest are mine but I do not know anything about the piano or the organ.

Q. Would they not have been in the school?

A. Yes. They belong to the school.

Q. And the next one? There are two of the organs, one for $85 and one for $37.50.

We can say that everything here except the two organs and the piano belongs to this claimant as shown on the auction sheets, under Japanese School Maintainers Association, showing an auction sale at Hanay, British Columbia, or two, one on November 25, 1943, and one on December 16, 1943.

THE COMMISSIONER: What is the net result from her point of view in money?

MR. HUTCH: It means she makes a few dollars here, my lord; $16.75 and she is entitled to $33, so that she makes about another $15, my lord.

THE COMMISSIONER: Yes. Are you putting in the auction sheets?

MR. HUTCH: I was not proposing to.

THE COMMISSIONER: But, supposing you read it into the

receipt The auction sheets show that such and such articles of hers were sold for a total of $15.

MR. HUNTER: The following items on these auction sheets which she states were hers are: wall clock, $2.50; two framed pictures, 50¢; one wooden cupboard, 50¢; two heaters, $11; 12 kitchen chairs, $9.10; book shelf, $2.25; bookcase, $6; kitchen range, $7.

THE COMMISSIONER: Yes. The net result is that there is $15 greater credit coming to her than has been given her?

MR. HUNTER: Possibly, my lord.

THE COMMISSIONER: Yes.

MR. HUNTER: That is subject to a repudiation by the Maintainers Association.

That is all, my lord.

THE COMMISSIONER: Have you anything further to add, Mr. Brewin?

MR. BREWIN: No, I think not, my lord; asking as I was clear, as I think I was, that all of the items set out in the details of the claim, I understood her to say, were at Port Hammond.

THE COMMISSIONER: That is my understanding of it.

Now, are we confusing the place again? It was her stuff which was at Port Hammond, where the teacher's house was?

MR. HUNTER: Yes, my lord.

MR. BREWIN: That is all, my lord.

THE COMMISSIONER: That is all, Mrs. Oka.

Mrs. U. Oka
Cross-Exam.
Discussion.

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch.

"A.G. VEITCH"
Official Reporter.

Toronto
19 May 1948
V.L.A.
Sheet A-17 Line 20

DEFENCE BRIEF

Umeo O K A

File No. 4226

Case No. 1060

REAL PROPERTY CLAIM

1. The East half of the South East quarter of the North East Quarter of Section 14 Township 13 Municipality of Matsqui in the District of New Westminster.

Note that there is at the beginning of the transcript a discussion as to whether the claim is for more land than the claimant owned. See pp.2-5 of transcript.

Claim	Appraisal	Sale Price
$1500.00	$488.30	$479.00

Witness:- R. L. Ramsay, V.L.A. Appraiser.

Aside from the question as to the legal description of the land, with respect to which please read the transcript sections above quoted, this will be a straight question of value.

PERSONAL PROPERTY CLAIMS

2. Claimant says at page 10 that all the chattels set out on the claim form were her own. This was brought out by Mr. Brewin in view of the fact that some of the chattels which were sold belonged to claimant's mother-in-law.

Claim		Sold for
$279.20	(a) Goods valued by claimant at $43.00	$18.75
	Sold at Auction	

Witness:- Mr. Moryson. Attended auction as Custodian Representative.

(b) Goods valued by claimant at $236.20 — No account, theft, etc.

Witness:- J. Moryson or H. J. Logan) took inventory

See also page 18 where it is brought out that the claimant may be entitled to about $15. more credit for goods which were sold at auction, but which she has not claimed and were not recognized as her goods.

Summary of Defence Witnesses	Where Required
R. L. Ramsay	1
J. Moryson	2 (a), 2 (b)

FRS/mw
July 21/48

Name of Claimant [redacted] Case 1060

Custodian File [redacted]

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					479.00		404.40				404.40

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
45.00	18.75	5.62	43.60%	256.20	109.58			109.60

TOTAL RECOMMENDATION 513.00

4226

JAN 8 1951

Mrs. Umeo OKA,
Clarkson, Ontario.

Dear Sir:
~~Xxx~~ Madam:

Re: Japanese Property Claims Commission

Case No. 1060

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 ... $ 513.00.

Cheque in your favour is enclosed for $ 505.33

and we have paid the Co-Operative Committee .. $ 7.67

for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS:BK
Encl.