

9336

FRASER VALLEY

MISSION

FILE NO.

9336

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: OIKAWA Mitsuo Norman
HOME ADDRESS: P.O. Box 501, Mission, B. C. (McRae Rd. Mission City)
REGISTRATION NUMBER 13318 SEX: male AGE: 27
OCCUPATION: logger--truck driver

(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: Cannell Lake Operations, Steelhead, B. C. (Mission)

MARRIED? no

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: "Agreement for Sale of Land" between Kayemon Shikaze and Mitsuo N. Oikawa.

4.89 acres of lot 7, of SW 1/4 of the NE 1/4 sec. 20, twp. 17, map 543, lettered "A" on Sketch No. 4463. Mission. 5 Acres

2. BUILDINGS AND OTHER IMPROVEMENTS: 9 roomed 2 storeyed wooden frame dwelling house. 1/3 interest in Powerline on McRae Rd., Munc. Mission, in the Prov. of B. C. with Phillip Zelmer and Colin Wallace of the Village of Mission, B. C.

3. INSURANCE (Give particulars; state where policies are) none

4. TAXES (Amount and where payable) \$9.72 1941 paid at Corp. Mission

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) On property, Kayemon Shikaze \$750.00 as per "Agreement".

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

House rented Mrs. C. Adams - rented to be put into improvements on house which is improved 150 per month

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. In owner's possession.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. Kayemon Shikazo

9. IF FARM LAND STATE CROPS SOWN none

(standing timber on property, 80 fir trees)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1.

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:
IN BASEMENT OF DWELLING: 2 shovels, 1 mattock, 2 crosscut saws, 37 draining tiles.

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

none

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

none

4. INSURANCE CARRIED ON ABOVE PROPERTY: none
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: none
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) none
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) none
8. BANK ACCOUNTS: none
9. LIFE INSURANCE: none
10. INTEREST IN ANY ESTATES OR TRUSTS: none
11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: Kayemon Shikaze, \$1250.00 ~~xxx~~
A. E. Watkins, \$175.00 ~~but~~
W. J. Winderbank 45.73
J. W. Lighthorn 100.00
J. Cannon 13.00
Y. Oikawa 550.00
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 15th day of May

(Signature)

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date November 4, 1944

File No. 9336

Full Name OIKAWA, Mitsuro Norman
(Surname in Block Letters)

Registration No. 13318

Male - Female
(check)

Age 15/12/1914

Former Address P.O. Box 501, Mission, B.C.

Date Evacuated 21/5/42

Naturalized - Canadian-Born - National
(check)

Present Address Tashme, B.C.

Married - Single
(check)

Name of Wife (nee NAKANO) Kiyoko #13439

Name of Husband

Name of Mother (nee ABE) Mitsu #14104

Name of Father Hachisaburo #11888

Names of Children under 16

Our File No. 9336

Registered with Custodian Yes
(yes or no)

Requested By Addie MacKay

Additional Information Logger. Owner of part interest in: W part 4.89 of Lot 7
of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 20, Tp, Map 543, Municipality of Mission.

REAL PROPERTY SUMMARY

JAPANESE NAME: Mitsuo Norman OIKAWA Reg. No. 13318 File No. 9336.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
First Offer BC/738-P.

PROPERTY ADDRESS: McRae Road (about $\frac{1}{4}$ mile West of Cedar Valley Road South side,) Mission, B. C.

LEGAL DESCRIPTION: The West portion 4.89 acres more or less of Lot 7 of the South West quarter of the North East quarter of Section 20, Township 17, Map 543 as shown and lettered "A" on Sketch No. 4463, Mun. of Mission, D. N. W.

TITLE: Registered in the name of Kayemon SHIKAZE.

ENCUMBRANCES: None registered.

There is an unregistered Agreement for Sale dated 6th September 1941 Kayemon SHIKAZE, file 5420, to Mitsuo Norman OIKAWA. Price \$1050.00 payable \$300.00 cash the balance payable as follows: \$350.00 on the 6th September 1942 and the balance of \$400.00 on the 6th September 1943 with interest at the rate of 6% per annum on the days and dates aforesaid.

Vesting Order filed No. 24335 dated July 16th, 1942.

ASSESSED VALUES: Land \$ 310.00
Improvements \$2050.00 - \$2360.00. Taxes - \$40.04

CLASSIFICATION: This is a small piece of property only $\frac{1}{4}$ acre being cleared. No crop. The Custodian's representative reported June 2nd, 1942, that this was timberland. M.N. OIKAWA declared on his JP Form signed 15th May 1942 that there were 80 fir trees.
1 - $1\frac{1}{2}$ storey 9-room house. This is a new house partly finished, no other buildings.

HISTORY OF ADMINISTRATION: It appears that M.N. OIKAWA leased the house to Mrs. Adank on a month basis. Consideration \$15.00 per month for 1 year from June 1st, 1942 to May 1st, 1943. On August 24th, 1942, Mr. Paul Adank called at our office stating that he had lived in the house for approximately 1 month and that now the place was boarded up and the keys given to Mr. Shimek, who in turn had given them to Mrs. OIKAWA, file 8898. Mr. Adank promised to call and pay one month's rent but so far has failed to do so. The house remained vacant until sold to The Director The Veterans' Land Act.

SOLD: To The Director, The Veterans' Land Act for \$1593.00 as at January 1st 1943.
Approval of Advisory Committee - June 1st, 1943.

Funds released to the credit of Mitsuo Norman OIKAWA as at 20th June 1944, against which were the following charges: registration fees

fees

Page 2.

File No. 9336.

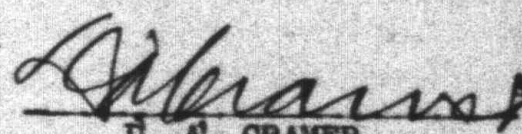
\$3.00, legal fees \$15.00, arrears of taxes \$47.34, balance of
Agreement for Sale - Principal \$750.00
Interest \$169.20 - \$919.20 = Total \$984.54,
leaving a net credit of \$608.46 from said transaction.

Certificate of Title No. 171893-E in the name of The Director, The
Veterans' Land Act.

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

January 14th, 1947.

DAC:JS


D. A. CRAMER.

2
Eding
File No. 9336

PERSONAL PROPERTY SUMMARY

16th May, 1947.

Re: Mitsuro Norman OIKAWA - Reg. No. 13318

CHATELS: The above Japanese registered with this office on the 15th May, 1942, and declared leaving only a few farm tools and drain tiles on his property at Mission. However there is on file under date of 18th May, 1942, a supplementary list of goods, which OIKAWA stated he was leaving in the care of his tenant. This included household furniture and farm tools.

The property was inventoried by our fieldmen on the 2nd June, 1942 and again more fully on the 27th November, 1942.

The tenant on the property made an offer received at this office 8th December, 1942, to cut timber on the property, another offer was received on the 31st December, from a Mr. Hardie. We wrote to OIKAWA several times and received a reply on the 12th January, 1943, that he did not wish to sell.

All goods found on the property were removed and sold, at auction at Mission, on the 3rd November, 1943, for the net sum of \$244.85. It is noted on the file at that date, that a number of chairs, 2 beds and tools, were missing, and that we were unable to get any explanation from the tenant.

On the 23rd May, 1944, OIKAWA wrote to this office asking for a shipment of certain of his chattels. He was advised of their sale and sent a copy of our auction sheet.

SPECIFIED ARTICLES: This file reveals no specified articles.

The above Japanese declared no other personal property assets, and his file reveals none.

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

W. E. Anderson

per CHA

HA

FIRE INSURANCE SUMMARY

File No. 9336.

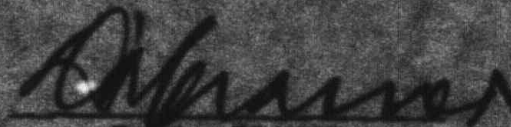
Mitsuo Norman OIKAWA - Reg.No. 13318.

The above named Japanese declared on his JP Form signed 15th May 1942 that he carried no Fire Insurance.

The Custodian on 11th March 1943 authorized F.S. Taylor of Mission to place a fire policy of \$3,000.00 on the house and \$500.00 on the household effects. Policy No. 3401088 - \$3,500.00, Premium \$56.00 was issued in The London & Lancashire Guarantee & Accident Co. The \$500.00 coverage on the household effects was cancelled April 19th, 1944, and the \$3,000.00 coverage on the house was transferred to The Director, The Veterans' Land Act.

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

January 14th, 1947.


D. A. CRAMER.

DAC:JS

参考文献

FILE NO.

9736

[illegible]

LIABILITY SUMMARY

File No. 9336.

Mitsuro Norman OIKAWA - Reg. No. 13318.

The above named Japanese declared on his JP Form signed 15th May 1942 that he owed the following Personal Debts:

✓ Kayemon SHIKAZE	\$1050.00	\$750.00 paid in full.
A.E. Watkins	175.00	
W.J. Windebank	45.73	
J.W. Lightburn	100.00	
J. Cannon	13.00	
Y. OIKAWA	550.00	

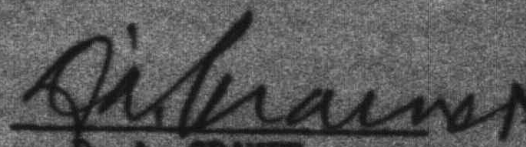
Besides the above Dr. E.J. Macrett lodged a claim for - 35.00 which was acknowledged as correct.

✓ With reference to Kayemon SHIKAZE'S account \$1050.00, this is the full price that OIKAWA agreed to pay for his property. The correct amount was \$750.00 which was taken care of out of the sale of the property.

As there were not sufficient funds to pay all the claims in full, all of the above creditors, with the exception of Y. OIKAWA, agreed to accept 92.32% of their claims in full settlement. These were paid by cheque May 28th, 1946. With reference to Y. OIKAWA'S claim for \$550.00, the sum of \$507.76 was transferred to his account as M.N. OIKAWA had no further funds or assets at this office. Y.G. OIKAWA was informed in a letter addressed to him, dated 3rd June, 1946, that he would have to look to M.N. OIKAWA for the collection of the balance owing.

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

January 14th, 1947.


D. A. CRAMER.

DAG:JS

File No. 9336

STATEMENT OF ACCOUNT
Mitsuro Norman OIKAWA - Refn. No. 13318

19th January, 1948.

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943				
Jan. 1	Credit re sale of property		\$623.46	
	Land Registry Office, Cert. of Encumbrance	\$1.00		
March 26	Fire Insurance premium	4.13		
Nov. 29	Proceeds of Auction Sale		244.85	
1945				
Apr. 23	Legal fees in connection with conveyance of property	15.00		
1946.				
May 29	Settlement of claims, J.W. Lightburn W.J. Windbank J. Cannon E.J. Faurett A.E. Watkins Y.G. Oikawa	92.32 42.22 12.00 32.32 161.56 <u>507.76</u>		
		\$868.31	\$868.31	

9336

16th January, 1948.

Mr. Paul Adank,
3837 Main Street,
Vancouver, B.C.

Dear Sir:

Re: Mitsuro Norman OIKAWA
McRae Road, Mission, B.C.

It has been brought to our attention that the \$15.00
owing for one month's rent of property belonging to the above
named Japanese on McRae Road, has not been paid by you.

Please forward this sum to this office immediately.

Yours truly,

Office of the Custodian.

HA

To Princeton Trail Sawmill,
Box 874, Hope, B.C.
Jan. 6, 1948.

EVACUATION SECTION	
FILED	JAN 7 1948
FILE NO.	9336
ADD.	
REFERRED	Brown.

Dept. of the Secretary of State,
Office of the Custodian,
Japanese Section,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sirs: Re: Mitsuo Norman Oikawa
Reg. No. 13318.

Kindly send me full information
in regard to the valuation made
for me of my land, building & personal
properties.

Yours truly,
Mitsuo Oikawa

9336 & 8929

3rd June, 1946.

Mr. Yasuo Gordon OIKAWA,
Registration No. 13525,
12 Mile Creek,
Hope, B.C.

Dear Sir:

Re: Mitsuro Norman OIKAWA - Reg. No. 1331E

We received your letter of the 22nd May, regarding the debt of \$550.00 that was owing to you by the above Japanese. We note that you refuse to accept the proposed distribution of your debtors funds, as full payment of the debt, and we have therefore, credited your account here with the sum of \$507.76 to be applied on account of the amount owing.

Mitsuro OIKAWA has no further funds or assets at this office, and there is therefore, little likelihood of any further funds coming into his account here, and you will have to look to him direct for the collection of the balance owing to you. His address is Tashme.

We were surprised to note your attitude in not accepting this settlement in full of the account, as the other five creditors who were whites, accepted the pro rata distribution in full of their accounts in view of the circumstances.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

EVACUATION SECTION	
Rec'd	MAY 30 1946
File No.	8929
Ans.	
Referred	Anderson

12 mile Creek
 Longe B.C.
 May 29th 46.

Department of the Secretary of State
 Office of the Custodian
 Vancouver B.C.

Dear Sir,

I have received your letter concerning the five hundred fifty dollars (\$550.) which is owed to me by Mr. Mitsuro Noriman Okawa.

It was agreed by the above person that he would return the five hundred fifty dollars (\$550.) in full. Therefore I am not accepting anything under the sum which is owed to me.

\$550. I would like to have the settlement made as soon as possible. Yours Truly

James Gordon Okawa
 Reg # 13525

9336 & 8929

28th May, 1946.

Mr. Yasuo Gordon OIKAWA,
Registration No. 13525,
Tashme, B.C.

Dear Sir:

We wish to advise that we have today transferred to your account the sum of \$507.76 from the account of Mitsuro Norman OIKAWA. This amount is in full settlement on a pro rata basis of 92.32% of the \$550.00 which Mitsuro OIKAWA stated he owed you. This basis of settlement has been accepted by all his other creditors.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

9336

28th May, 1946.

A.E. Watkins, Esq.,
874 Main Street,
Mission, B.C.

Dear Sir:

Re: Mitsuro Norman OIKAWA - Reg. No. 13318

We enclose herewith Custodian cheque in the amount of \$161.56
in full settlement of your account against the above Japanese.

Kindly acknowledge receipt in due course.

Yours truly,

WEA:HA
Encl.

W.E. Anderson,
Administration Department.

9336

28th May, 1946.

J.W. Lightburn, Esq.,
Plasterers,
Mission City, B.C.

Dear Sirs:

Re: Mitsur, Norman OIKAWA - Reg. No. 13318

We enclose herewith Custodian cheque in the amount of \$92.32, in full settlement of your claim against the above Japanese.

Kindly acknowledge receipt in due course.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA
Encl.

9336

28th May, 1946.

Dr. E. J. Eacrett,
Mission City, B.C.

Dear Sir:

Re: Mitsuro Norman OIKAWA - Reg. No. 13318

We enclose herewith Custodian cheque in the amount of
\$32.32, in full settlement of your claim against the above Japanese.

Kindly acknowledge receipt of the cheque in due course.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

9336

29th May, 1946.

W.J. Windebank, Esq.,
Mission City, B.C.

Dear Sir:

Re: Mitsuro Norman OIKAWA - Reg. No. 13318

We enclose herewith Custodian cheque in the amount of
\$42.22, in full settlement of your claim against the above Japanese.

Kindly acknowledge receipt in due course.

Yours truly,

F.E. Anderson,
Administration Department.

WEA:HA

9336 & 8929

28th May, 1946.

Mr. Yasuo Gordon OIKAWA,
Registration No. 13525,
Tashme, B.C.

Dear Sirs

We wish to advise that we have today transferred to your account the sum of \$507.76 from the account of Mitsuro Norman OIKAWA. This amount is in full settlement on a pro rata basis of 92.32% of the \$500.00 which Mitsuro OIKAWA stated he owed you. This basis of settlement has been accepted by all his other creditors.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

9336

28th May, 1946.

Johnson Cannon, Esq.,
Box 270,
Mission, B.C.

Dear Sir:

Re: Mitsuro Norman OIKAWA - Reg. No. 13318

We enclose herewith Custodian cheque in the amount of
\$12.00 in full settlement of your claim against the above Japanese.

Kindly acknowledge receipt in due course.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

File No 9336.

EVACUATION SECTION	
Rec'd	MAY 21 1946
File	9336
Ans.	
Referred	W. E. Anderson

Box 270
mission

B 6

May 20-46

Mr W E Anderson

Dear Sir

Re your letter refer. to account owing
me by Mitsuo Norman Oikawa Reg No 13318
as you state I will get 92.32% of the account in full
settlement, it is quite satisfactory to me.

Thanking you kindly

yours truly

Johnson Cannon

5420,9336

5th December, 1945.

Mr. Kayemon SHIKAZE,
Reg. No. 14462,
P.O. Box 118,
Picture Butte, Alberta.

Dear Sir:

Re: Mitsuro Norman OIKAWA - Reg. No. 13318

When the above Japanese registered with this office, he stated he owed you a sum of money.

We believe that OIKAWA was referring to the amount owing you under the Agreement for Sale of land for which you have already been paid in full. Please advise as soon as possible if this is correct, and that no other funds are owing you by him.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

9336

5th December, 1945.

Department of Labour,
Japanese Division,
360 Homer Street,
Vancouver, B.C.

Dear Sirs:

Re: Mitsuro Norman OIKAWA - Reg. No. 13318

We wish to acknowledge receipt of your communication of 30th November, in which you report that your Tashme Welfare Manager interviewed the above Japanese regarding his debts, and that five of those listed are correct and still owing. It is noted, however, that no mention is made regarding the sum of \$1250.00 listed owing to Kayemon SHIKAZE. We would appreciate receiving a definite statement regarding this. Mr. SHIKAZE makes no mention of this amount being owing him, but OIKAWA, on his registration form with the Custodian, stated he owed the amount.

OIKAWA may have been referring to the balance owing under the Agreement for Sale from SHIKAZE, but if so would appreciate a statement to that effect.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:RA

9336

8th November, 1945.

Department of Labour,
Japanese Division,
360 Homer Street,
Vancouver, B.C.

Dear Sirs

Re: Mitsuro Herman OIKAWA - Reg. No. 13318

On the 11th July, 1945, we wrote to the above Japanese regarding his liabilities as shown on his file. They are listed as follows:-

Kayemon SHIKAZE	\$1,250.00
A.E. Watkins	175.00
F.J. Windebank	45.73
J.W. Lightburn	100.00
J. Cannon	13.00
Y. OIKAWA	550.00

We would appreciate your co-operation in having this man advise us whether or not he has made payment of some of these accounts direct, or made arrangements for payment.

The account of K. Shikaze in the amount of \$1250.00 may refer to the balance owing under the Agreement for Sale on land which was settled in full when the property was sold by the Custodian.

Please have OIKAWA advise fully regarding all the above claims as the Custodian is desirous of closing these accounts.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

9336

8th November, 1945.

Messrs. W. & J.W. Lightburn,
Plasterers,
Mission City, B.C.

Dear Sirs:

Re: Mitsuro Norman OIKAWA - Reg. No. 13318

We wish to acknowledge a letter forwarded to this office by the Soldier Settlement Board dated 22nd October, and referring to a claim made by you in the amount of \$100.00, covering balance of plastering work done by you on the house of OIKAWA at Mission.

Numerous claims appear on the file of the above Japanese and the total of these claims exceed his credit balance which is derived from the sale of his assets in the Protected Area. The Custodian is endeavouring to ascertain whether or not some of these claims were paid by him prior to his evacuation, so that settlement in full can be made on any that were not taken care of. We have no other alternative at the present time but to ask you to await settlement of your account against him until his affairs are straightened out in a satisfactory manner at this office.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA



DEPARTMENT OF LABOUR
JAPANESE DIVISION

EVACUATION SECTION	
No. 1	DEC 1 1945
File No.	9336
Ans.	
Referred	<i>[Signature]</i>

360 Homer Street,

VANCOUVER, B. C.

30th November 1945.

Attention: Mr. W. E. Anderson.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
VANCOUVER, B. C.

Dear Sir,

Re: Mitsuro Norman OIKAWA
Reg. No. 13318
Your File No. 9336

Referring to your letter of November 8th, the
above-named man has now been interviewed by our Tashme
Welfare Manager and admits the following debts to be cor-
rect.

A. E. Watkins	<i>OK</i>	161.56 ✓	\$175.00
W. J. Windebank	<i>OK</i>	42.22	45.73
J. W. Lightburn	<i>OK</i>	92.32	100.00
J. Cannon		12.00	13.00
Y. Oikawa		507.76	550.00

An E/Carrot

However, no mention is made of the claim in the
amount of \$1,250.00 and we await your further instructions
as to whether you wish some explanation from Mr. OIKAWA in
regard to this claim.

Yours truly,

[Signature]

M. L. Brown,
Office Manager.

MMS/GM

FEB - 9 1945

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 9336
Reg. No. 13318

506 Royal Bank Building,
Vancouver, B. C.

Mr. Mitsuo Norman OIKAWA,
Box 874,
Hope, B. C.

Dear Sir:

Re: Municipality of Mission - The west portion of 4.89 acres more or less of Lot 7 of the south west quarter of the north east quarter of Section 20, Township 17, Map 543, as shown and lettered "A" on sketch No. 4463, District of New Westminster, C. of E. 50143.

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	\$ 1,593.00
Add:	
Unexpired insurance premium as at January 1st, 1943	1,593.00

Less:

Tax arrears to December 31st, 1942	\$ 47.34	
Registration fee	3.00	
Encumbrance—Principal <i>TD - Shikago</i>	750.00	
—Interest	169.20	969.54
Net proceeds of sale		623.46

608.46

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.

Debit Credit Balance

1943

Jan. 1 Cr. re Sale of Property

623.46

Land Registry Office
Certificate of Encumbrance

1.00

Mar. 26 Fire Insurance Premium

4.13

Nov. 29 Proceeds of Auction Sale

244.85

5.13

868.31

863.18 Cr.

OFFICE OF THE CLERK OF THE
DEPARTMENT OF THE SECRETARY OF DEFENSE

BC-738-P
BC-1651-B

BC/738-P
BC/1651-B

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

Farm Appraisal Report

File No. **JL-23**

Land Description **S. 1/4 of N.E. 1/4 Sec. 20, Tp. 17 - West half Block 7.**

Owner's Name **DIKANA M. J. Norman** Containing **4.89** Acres
SHIKANE, K. Post Office Address **Mission**

Nearest Rail Point **Mission** Distance **1 1/2 miles**

Market Town **Mission** Distance **1 1/2 "**

Church (give denomination) **All denominations** Distance **1 1/2 "**

Nearest School **Mission** 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 McRae Road, hard surfaced, good.

Is this district a good one? **Fair.**

Employment opportunity **Seasonal.**

Predominating Nationality and religion: **British, Protestant.**

Describe Fencing and its condition: **No fencing.** Value \$

Water supply: **From creek or spring running through property.** Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	30 x 34 10 x 16	Frame	9' 9'	Shgl.	New	Concrete	Good	2500.00
BARN	X	When house is finished it will be worth at least \$4000.00.						
BARN	X							
GRANARY	X							
	X							
	X							
	X							
	X							

Total present day value \$ **2500.00**

\$ **1500.00**

Total Value Buildings add to farm

Is dwelling habitable without repairs?

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

Habitable but unfinished inside, upstairs and down.

Describe the basement and chimneys: **Full sized basement with concrete walls and dirt floor. Brick chimney from ground. Plastered downstairs.**

No. rooms downstairs? **5** Upstairs? **4** How finished

Are buildings painted? **Stucco** Condition of paint

Distance from nearest bush **Bush on three sides.**

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

PAGE 2

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
	No land under cultivation.					
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
4.89	Rolling, slop- ing and hilly	Light clay loam 6-8"	Clay & gravel	Heavy clearing	\$300.00	25.00
	Area Unsuitable for Cultivation.					122.25
	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 \$ 122.25

Total added by buildings to value of farm \$ 1500.00

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

Total value of farm \$ 1622.25

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
No land under cultivation. Property owned and occupied by M. Oakawa.

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

Noxious weeds:

Nil

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

Taxes - \$40.04.

Mission Municipality.

Date: May 13th, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 12th day of May 19 42.

Inspector's Signature

"R. W. BROWN"

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

Farm Appraisal Report

7L-23 SHIKAZH, K.

Remarks:

This property can hardly be classed as a farm as yet as it is now more of a residential property. There is no land under cultivation and the clearing is heavy. The surface is hilly, rolling and sloping and the soil is average for the district. Domestic water is obtained from a creek which runs through the lot and comes from a spring higher up. Electric light line runs along the McKee road on north boundary of property and is available.

The house on property must have cost at least \$2500.00 to date and when completed will have cost \$4000.00 or more.

This place at present would only be valued as a home to someone owning other land in the district, or working out.

(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

\$

\$

\$

\$

\$

\$

\$

\$

\$

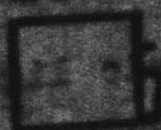
Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

MERAL ROAD

NO LAND
Cleared



House
(new)

STEEL TO CORNER

HEAVY BUSH

Rolling

HEAVY

BUSH

Unfenced

W/ BLOCK 7 - 5/8 of NE 1/4 SEC 20 T17 - 4.89 AC

REG. OWNER K SHIRAZE

OWNER - M OAKAWA

RW BROWN

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

value is \$ 1600.00

Date 15th May 1942.

"I. T. BARNETT"

District Superintendent.

Secretary of State,
Office of the Custodian,
Royal Bank Bldg.
Vancouver, B.C.

Box 874,
Hopl. Bldg.
Jan. 11, 1945.

File # 9336
5420

EVACUATION SECTION	
Rec'd	JAN 15 1945
File No.	933695436
Ans.	
Referred	McPherson

Dear Sirs:

In reply to your letter of Nov. 15th and Jan. 4th, is it necessary that I meet the payment of the interest for the property concerned which I had not made use of since my evacuation on May 18th 1942. To my point of view I don't think it's right for me to stand for such a payment. I figure that the Vendor is asking for too much which I haven't made use of since the evacuation. I'll be responsible for the interest up to the time of my evacuation.

see our letter
to him 12/1/45

Yours truly
M. A. O'Garra
Reg # 13318

9336
5420

January 15th, 1945.

Mr. Mitsuro OIKAWA,
Reg. Number 13318,
TASHME, B. C.

Dear Sir:

Re: Pt. portion of 4.89 acs. of Lot 7 of
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 20, Twp. 17, Map
543, Municipality of Mission, B.C.

We are in receipt of yours of January 11th and note that you think you should not be required to pay the full amount of the interest owing to Mr. Kayemon SHIKAZE amounting to \$169.20, being the amount of interest claimed by him on the unpaid balance of the purchase price, \$750.00, from September 6th, 1941, to the 6th of December, 1944.

We have on file a letter from you dated August 19th, 1942, in which you inform us that you intend to have the house on this property closed for the duration and having received from you this notice, the Custodian has not rented the property. This might have been rented and the revenue obtained used to pay the interest, taxes, insurance, and any other incidental expenses.

It appears to us that you, yourself, are to blame for the interest due Mr. Shikaze which has not been paid. In the circumstances we would ask you to reconsider the matter and approve the form sent you dated September 25th, 1944, by signing same and returning to this office one copy so signed.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM
enc.

Files: 9336 & 5420.

September 25th, 1944.

REGISTERED MAIL

The Custodian of Enemy Property
506 Royal Bank Bldg.,
Vancouver, B. C.

Attention: Mr. Ian Macpherson.

Dear Sir:

Re: Part portion 4.89 acres of Lot 7 of SW $\frac{1}{4}$ of
NE $\frac{1}{4}$ of Sec. 20, Tn. 17, Mac 542, Munc. Mission.

I, the holder of an Agreement for Sale covering the
above described parcel of land dated 6th of September, 1941,
given to Mitsuru OIKAWA, certify that on the 6th of December,
1944, there will be owing me in respect to said Agreement the
sums below stated:

Unpaid balance of the purchase price	\$750.00
Interest - compounded, on \$750.00, from September 6th, 1941 to December 6th, 1944.	<u>\$169.20</u>
TOTAL AMOUNT OWING ON AGREEMENT	<u>\$919.20</u>

APPROVED CORRECT:

Signature of Mitsuru OIKAWA.

Reg. #13318.

September 30th, 1944.

SIGNED: "Kayemon Chikane"
Reg. #14462.

9336
5420

REGISTERED MAIL

January 4th, 1945.

Mr. Mitsuro OIKAWA,
Registration No. 19318,
TAMMKE, D. C.

Dear Sir:

Re: Part portion of 4.89 acres of Lot 7, of
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 20, Twp. 17, Map 543,
Municipality of Mission, D. N. W.

We have not yet received from you a statement of
the amount owing by you to Mr. Raymond Shikaze on the Agree-
ment for sale of the above described property. We sent you,
through the S. C. Security Commission on November 15th, a
copy of Mr. Shikaze's claim, requesting that you sign the form
and return it to us.

Failing to hear from you in respect to this by Jan-
uary 31st, 1945, we shall assume that the amount claimed by
Mr. Shikaze - being \$919.20 as on December 6th, 1944, is correct.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM
Encl.
c.c. to Mr. H.L. Brown,
B.C.S.C.

5420
9336

November 15th, 1944.

M. L. Brown, Esq.,
Office Manager,
B. C. Security Commission,
360 Homer Street,
Vancouver, B. C.

Dear Sir:

RE: Mitsuro Noriaki OIKAWA,
Registration No. 13318.

For sometime past we have been endeavouring to procure from Mr. Mitsuro Noriaki Oikawa, purchaser from Mr. Kayemon SHIKAZE (#14462) of the West portion (4.69 acres more or less) of Lot 7 of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 20, Twp. 17, Rcp 543 as shown lettered "A" on Sketch No. 4463, Municipality of Mission, the confirmation of Mr. Shikaze's claim of the amount still owing him from Mr. Oikawa. We have not been able to get an answer from Mr. Oikawa in respect to this claim and we are attaching a copy in duplicate of this claim of Mr. Shikaze's, one copy of which we shall be glad if you can get signed by Mr. Oikawa and return to this office.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM
Encl.

Files: 5420 & 9336.

September 25th, 1944.

REGISTERED MAIL

C C
O O
P P
Y

The Custodian of Enemy Property,
506 Royal Bank Bldg,
Vancouver, B. C.

Attention: Mr. Ian Macpherson.

Dear Sir:

Re: West portion 4.89 acres of Lot 7 of SW $\frac{1}{4}$
of NW $\frac{1}{4}$ of Sec. 20, Tp. 17, Map 543, Munc.
of Mission, District of New Westminster.

I, the holder of an Agreement for Sale covering the
above described parcel of land dated 6th of September, 1941,
given to Mitsuro OIKAWA, certify that on the 6th day of Decem-
ber, 1944, there will be owing to me in respect to said Agreement
the sums below stated:

Unpaid balance of the Purchase Price \$750.00

Interest, compounded, on \$750.00
from September 6th, 1941 to
December 6th, 1944. \$169.20

Total amount owing on Agreement \$919.20

(APPROVED CORRECT

(Signature of Mitsuro OIKAWA)

Reg. 1331E.)

September 30th, 1944.

Signed: "Kiyomasa OIKAWA"
#14162.

copy on 9336
cab

Picture Butte Alta,
Box 118.
Nov. 10th 1944

Dept. of Sec. of State,
Office of the Custodian,
Vancouver, B.C.

EVACUATION SECTION	
NOV 15	
File No.	5420 + 9336
App.	<i>W. H. H. H.</i>
Referred	<i>M. H. H. H.</i>

Dear sir:

I am hereby writing a account
which Mr. Mitsuo Aikawa's balance
on his land at Mission.

Total amount	\$1050
Payment on Sept. 6. 1941.	300.
Balance	750.

Total amount he owes up to
Sept. 6. 1944 and interest being 6%
annually which principal plus interest
being \$903²⁶ please check this
amount and send above amount
if it is settled.

750
300
450

750
400
350

135
260
395

to Sept 6 1944
but an unpaid interest ✓
901.26

Yours very truly,
K. H. H. H.
Reg. no. 14462.

9336
5420

November 4th, 1944.

Mr. Mitsuro OIKAWA,
Reg. Number 13318,
TASHEE, B. C.

Dear Sir:

Re: West portion of 4.39 acres of Lot 7,
of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 20, Twp. 17,
Map 143, Munc. of Mission, D. N. W.

We have received from Kayemon SHIKAZE a statement of the amount due from you in respect to the Agreement for Sale covering the above described parcel of land of which claim we enclose a copy. The claim, as you will note, contains an item \$146.93 for interest to October 1st, 1944. We think this amount should be \$138.08, making a total of \$888.08. If our assumption is correct please change the figures in Mr. Shikase's statement accordingly and sign the space following "APPROVED CORRECT", and then return one copy to this office.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM
attch.

Files: 5420 & 9336

September 25th, 1944.

REGISTERED MAIL

The Custodian of Enemy Property,
506 Royal Bank Bldg.,
Vancouver, B. C.

Attention: Mr. Ian Macpherson.

Dear Sir:

Re: West portion 4.69 acres of Lot 7 of S84
of E84 of Sec. 20, Twp. 17, Rng 543, in
the Municipality of Mission, B. C.

I, the holder of an Agreement for Sale covering the
above described property, dated the 6th of September, 1941,
given to Mitsuo OIKAWA, certify that on the 1st of October,
1944, there will be owing to me in respect to said Agreement,
the sums below stated.

Unpaid balance of Purchase Price \$750.00

Interest on \$750.00 at 6% from
Sept. 6th, 1941 to Oct. 1, 1944. \$146.93

TOTAL AMOUNT OWING ON AGREEMENT. \$896.93

Dated: September 30th, 1944. Signed: Kayemon SHIKAZE

*see later
Jan'y 25/9/44*

If you have paid any taxes or insurance to protect your interest
in this property add the amount in the above total, giving each
payment separately.

Dated: November _____, 1944.

APPROVED CORRECT:

(Signature of Mitsuo OIKAWA)

7336
5120

October 5th, 1944.

Mr. Mitsuro OIKAWA,
Reg. No. 13318,
Princeton Trail Sewmill,
HOPE, B. C.

Dear Sir:

Re: West portion 4.89 acres of Lot 7,
of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 20, Twp. 17,
Rang 543, Sunc. Division, D. N. W.

We have received from Kayamon SHIKAZU a statement of the amount due from you in respect to the Agreement of Sale covering the above described parcel of land of which claim we enclose a copy. The claim, as you will note, contains an item \$146.93 for interest to the 1st of October, 1944. We think this amount should be \$138.08, making a total of \$688.08. If our computation of interest is correct please change the figures in Mr. SHIKAZU's statement accordingly and sign the space following "Approved Correct", and return one copy to this office.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM
Encl.

5420
9336

October 5th, 1944.

Mr. Kayemon SHIKAZE,
Reg. Number 14462,
c/o W. W. Dalgliesh,
Box 118,
Picture Butte, Alta.

Dear Sir:

RE: West portion 4.89 acres of Lot 7,
of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 20, T. 17,
R. 543, Munc. Mission, D. N. W.

We are in receipt of your statement dated the 30th of September, 1944, in respect to the amount owing you by Mr. Mitsuo OIKAWA respecting an Agreement for Sale covering the above described parcel of land. We note that your claim for interest on \$750.00 at 6% from September 6th, 1941 to October 1st, 1944 is computed by you as \$146.93. Our computation of the interest is \$138.08. If this is not correct will you kindly advise us as early as possible.

This amount owing you will be placed to your account on completion of the sale and arrangements can then be made for its transfer to you.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM

5420 & 9336

September 25th, 1944.

REGISTERED MAIL

Mr. Kayemon SHIKAZE,
Registration No. 14462,
c/o W.W. Dalglish,
Picture Butte, Alberta.

Dear Sir:

RE: West portion 4.89 acres of Lot 7,
of S.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Sec. 20,
Tp. 17, Map 543, Municipality of
Mission.

The Custodian is negotiating a sale of the above described property, and in that connection would like to have from you a statement of your interest as it will be on the 1st of October. A form in duplicate is attached which will give us the required information when filled in. Please fill in carefully the amount on which interest is computed, the rate of interest, and the date from which interest is owing, as well as the amounts to be added to make the total of the amount owing you at that date. Please sign one copy and return promptly, retaining one copy for your own record.

Yours truly,

Ian Macpherson
Title Examiner

LM:MM
Enc.

Files No. 5420 & 9336

25th September, 1944.

REGISTERED MAIL

The Custodian of Enemy Property,
506 Royal Bank Bldg.,
Vancouver, B. C.

Attention Mr. Ian Macpherson.

Dear Sir:

RE: West portion 4.89 acres of Lot 7,
of S.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Sec. 20,
Tp. 17, Map 543, Municipality of
Mission.

I, the holder of an Agreement for Sale covering
the above described property, dated 6th September, 1941, given
to Mitsuro OIKAWA, certify that on the 1st of October, 1944,
there will be owing to me in respect to said Agreement, the sums
below stated:

Unpaid balance of Purchase Price \$750.00

Interest on \$750.00 at 6%
from Sept. 10 1941 146.93

to 1st of October, 1944.

Total amount owing on Agreement

\$896.93

(+58.05)
Cash

If you have paid any taxes or insurance to protect
your interest in this property please add the amount to the
above total, giving each payment separately.

DATED

Sept. 30/44.

Kaymon Skikage

MEMORANDUM

File No. 9336

July 11th, 1944

TO: FILE

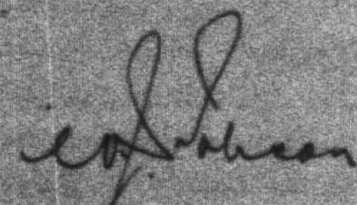
FROM: Mr. Iverson

Re: Mitsuro OIKAWA

The chattels on this property have been removed and sold and are reasonably accounted for.

Some effects were missing (sheet 3) but these may have been shipped to Oikawa or used up by tenant (the house was vacant for a period in 1942).

This file may now be closed in so far as chattels are concerned.


W. J. Iverson

WJI/MEG

9336

May 31, 1944.

Mr. Mitsuro OIKAWA,
Registration No. 13318,
Princeton Trail Sawmill,
Hope, B. C.

Dear Sir:

In reply to your letter of May 23, 1944 we wish to advise you that your chattels were sold by public auction on November 3, 1943 and a copy of the auction results is attached for your information. The net proceeds shown thereon were credited to your account.

Yours truly,

W. E. Anderson,
Farm Department.

Enc.
WEA/EG

EVACUATION SECTION

Rec'd MAY 25 1944

File No. 9336

Ans. *W. H. H.*Referred *Ant. H. H.*

Dept Secretary of State
 Office of Custodian,
 501 Royal Bank Bldg.
 Vancouver, B.C.

Sawmills.
 Hope, B.C.
 May 23, 1944.

Dear Sirs:

Will you kindly please send
 me the following furniture that is
 left in the dwelling on Mc Rae Road
 Mission, B.C.

Yours truly
 M. H. Oskawa
 Reg # 13318

- 1 KITCHEN STOVE
- 1 COAL HEATER
- 1 SET DINNETTE SUITE
- 5 NEW BEDS
- 4 NEW MATTRESSES
- 6 KITCHEN CHAIRS
- 1 SINK

AND ALL THE JAPANESE GRAMAPHONE RECORDS

9336

February 22, 1944.

Mr. James M. Campbell,
Barrister and Solicitor,
Box 501,
Mission City, B. C.

Dear Sir:

Re: Mitsuro N. OIKAWA.

In reply to your letter of February 11, 1944,
please be advised that the property of subject Japanese
was sold to the Director of the Veterans' Land Act,
Rogers Building, 470 Granville Street, Vancouver, B. C.,
and we would suggest that you contact that office.

Subject Japanese was holder of an unregistered
Agreement to Purchase from K. Shikaze and the property
is being administered by the Director of the Veterans'
Land Act under File No. JL-23.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

JAMES M. CAMPBELL
BARRISTER SOLICITOR
NOTARY PUBLIC

EVACUATION SECTION	
Rec'd	FEB 12 1944
File No.	9336
Ans.	WCA
Referred	Anderson

BOX 501
MISSION CITY, B. C.
February 11th 1944.

The Wright

Custodian,
Japanese Evacuation Section,
Royal Bank Building,
VANCOUVER, B.C.

Dear Sir:

Re: Mitsuo N. OIKAWA of Mission City

The above was the owner of 4.89 acres of Lot 7 of the South West Quarter of the North East Quarter of Section 20 Township 17 Map 543 Letter "A" on Sketch 4463. This land had no improvements in the way of fruit and consists mainly in a shack.

Robert A. Cameron of Steelhead, who is quite a prominent lumberman here, has a son, an invalid at home from overseas and would like to buy this on behalf of this son.

Apparently they have made some investigation and have been advised that the land has not been taken over by the S.S.B. Are you able to deal with this if I make you an offer which could be placed before the Commissioner? As soon as you advise me I shall take the matter up further with you.

I do not think there could be any objection from the S. S. B. as young Cameron spent two years overseas and would qualify under the Soldier Settlement Act.

I do not think that this place would be of any value to the S.S. B. It was rented by the Japanese purely on account of the house.

Yours truly,

[Signature]

JMC:JE

*Sold to VHA
File # JL 23*

*in its name
Raymond Sticks*

*also an
unregistered
part to N. Oikawa*

Mission City, B.C.
Box 373.
Sept. 20/43.

Mr. Anderson;
Custodian Office
Royal Bank Bldg.
City.

EVACUATION SECTION	
Rec'd	SEP 21 1943
File No.	289936 to
Ans.	✓
Referred	Green

(? House by present tenant)

Dear Sir:

On advice from you I
would like to submit a bid for
the furniture in the house of
M. M. Shikage on the Beal Road
Mission City.

The furniture that I am
needing at the present time are as
follows plus the price I am able to
pay.

Cook stove - \$70⁰⁰

Kitchen Set (including
cabinet - 4 chairs & table) \$30⁰⁰

1 complete bed - \$15⁰⁰

Hoping this bid meets your
approval and hoping to hear from
you at your first convenience.

Sincerely yours
Mrs. C. Welburn.

NAME OIKAWA, Mitsuro Norman.

*Original m
May 1944*

REGISTRATION NO. 13318

FILE NO. 9336

The following chattels were sold by public
auction at Mission, B.C. on November 3rd, 1943.

Dinette set incl. 4 Chairs, 1 Table, 1 Buffet	\$ - 46.00
Dining room Table	- 3.00
4 Chairs	- 10.00
Gramophone	- 1.00
Heater	- 46.00
Kitchen Range	- 90.00
Steel Bed & Spring	- 18.00
Steel Bed & Spring	- 20.00
Steel Bed & Spring	- 14.00
Steel Bed	- 6.50
Iron Bed and Spring	- 1.50
Mattress	- 3.25
2 Dining Room Chairs	- 5.50
2 Odd Chairs	- 2.45
2 Gal. Stone jug.	- 0.30
Iron Pot	- 2.25
Enamel Pot & Bowl	- 0.50
Aluminum pot, Vase & Basin	- 0.35
Ceiling Unit not complete	- 2.00
Roll of tar paper	- 1.60
5 Venetian Blinds	- 20.50
Coupling for sink.	- 0.15

Total:	(Rent of Auction Hall: 5.00	\$ 294.85
	(Auctioneer's Fee & Bank Charges: \$29.87	
Less Expenses:	(Advertising: 2.00	\$ 50.00
	(Moving: 13.13	
		<u>244.85</u>
Net Proceeds Credited:		\$

Members of Custodian Staff Present. Mr. W.S. Ure.

Extracted from Auctioneering list No. Mission No. 1.

Remarks.

9336 & 5420/1

November 18th, 1943.

Mr. Mitsuro Norman OIKAWA,
Registration No. 13318,
c/o P. Bain Logging Company,
12 Mile Creek, B. C.

12 Mile Camp. BB

Dear Sir:

*Resent
Dec 1/43.*

RE: The W. portion of 4.89 acres
more or less of Lot 7, S.W. $\frac{1}{4}$ of
N.E. $\frac{1}{4}$ of Sec. 20, Tp. 17, Map 543
as shown & lettered "A" on Sketch
4463, Municipality of Mission, N.W.D.

In your declaration of the 15th of May, 1942, re-
specting property owned by you, you stated that you were the
purchaser of the above described property from Mr. Kayemon
SHIKAZE, holding an Agreement of Sale of this land.

Will you kindly send to this office, this Agreement
of Sale for our inspection. When we have made a copy of it, we
will return the original to you.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML

5420-1 &
9336

August 23rd, 1943.

Mr. Kayemon SHIKAZE,
Reg. No. 14452,
P. O. Box 372,
Picture Butte, Alta.

Dear Sir:

Re: The West Portion of 4.89 acres more or less of
Lot 7 of the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 20,
Twp. 17, Rar. 543 as shown and lettered "A" on
Sketch 4453, Municipality of Mission in the Dis-
trict of New Westminster.

Mr. Mituro OIKAWA made a declaration to the Custodian that
he held an Agreement of Sale of the above described land from you, and
if this is so will you kindly send me your original copy of this Agree-
ment in order that we may have a record of his interest therein for our
files. When we have made a copy of it for our records the Agreement will
be returned to you.

Also please send us a statement of the unpaid balance of the
purchase price if any remains unpaid, and a statement of interest due to
you as at the present date. Please let us have a reply as promptly as
possible.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:AM

9336

May 3rd, 1943.

Mr. Ditrich Miereau,
R. R. # 1,
Mission, B. C.

Dear Sir:

Re: M. N. OIKAWA

Sometime ago our Mr. Anderson was negotiating with you regarding the renting of subject Japanese house located on McRae Road. We wish to inform you that we are now able to give you a lease on this property until December 31st, 1944. The cash rent required would be a sum equal to \$8.00 per month to cover taxes, insurance and interest on mortgage.

We would appreciate your informing us as to what you would be prepared to do towards the finishing of this house in addition to the above stated cash rental over the period of a lease until the above stated date.

Trusting we will hear from you soon, we are

Yours truly,

R. D. Richardson,
Farm Department.

WBA/EM

9336

30th April, 1943.

Mr. Mitsuro N. OIKAWA,
Registration No. 13318,
Griffin Lake, B.C.

Dear Sir:

We wrote to you some time ago asking for a copy of your agreement with Mr. A. Shikaze, covering the land you are purchasing from him and on which your house is being built, but have received no reply to date. We would now point out that your house could be rented and derive sufficient revenue to pay for the insurance, taxes and interest on your agreement with Mr. Shikaze, and in addition allow for the completion of the house.

Kindly give this matter your preferred attention and forward us complete information as soon as possible.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GP

5420
9336✓

6th April, 1943.

Mr. Kayemon SHIKAZE,
Registration No. 14462,
c/o W. Dalgliesh,
Picture Butte, Alberta.

Dear Sir:

re: Mitsuro Norman OIKAWA.

According to Mr. Oikawa he is purchasing from you the W. 4.89 acres of Lot 7 S.W. 1/4, N.E. 1/4, Section 20, Tp. 17, Map 543, lettered "A" on Sketch 4463 in the Municipality of Mission, which is not registered at the Land Registry Office in New Westminster, under an agreement for sale. We ask that you kindly send us a copy of this agreement and also full details as to the balance owing at this date and a statement of the payments made on the agreement.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

9336 & Int. 1111

March 20, 1943.

Mr. Mitsuro OIKAWA,
Registration No. 13318,
Griffin Lake, B. C.

Dear Sir:

Re: London & Lancashire Policy #3401033

We wish to advise that we have had the above numbered policy written for a three-year period as from March 12, 1943, and covering to the extent of \$3,000.00 on your dwelling located on Lot 7 of the S.W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Section 20, Township 17, on McRae Road in the Municipality of Mission and also for \$500.00 on household furniture and personal effects belonging to you and contained therein.

The premium on this policy of \$56.00 has been paid to the insurance company today and charged to your account in this office.

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MA

9336 & Int. 1111

March 20, 1943.

Mr. F. S. Taylor,
P. O. Box 164,
Mission City, B. C.

Dear Sir:

Re: Mitsuro OIKAWA
London & Lancashire
Policy No. 3401088

We are enclosing herewith copy of our letter of today's date addressed to the London & Lancashire Guarantee & Accident Company with reference to the above.

This will be self-explanatory and we also acknowledge receipt of your letter of March 12th relative to the same subject. I will advise the insurance company of the name of the tenant as soon as possible and will endeavor to advise you should this property become vacant at any time for a longer period than ninety days.

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MA
Enc.

BF
34543
22

June 24
July 14/43
Aug 24

Advt to SSTB

9336 and Int. 1111

March 20, 1943.

London & Lancashire Guarantee & Accident
Company of Canada,
626 Pender Street West,
Vancouver, B. C.

Dear Sirs:

Re: London & Lancashire Policy
No. 3401088, Mitsuro OIKAWA.

We wish to acknowledge your letter of March
15th enclosing the above numbered policy issued by you on
instructions from your agent, Mr. F. S. Taylor.

Kindly find our cheque attached for \$56.00
covering the premium in full. Please receipt and return
your statement attached hereto.

We also wish to acknowledge receipt of
endorsement also enclosed in your letter for London Lanca-
shire Policy #3400761, originally written in the name of
Mitsuro OIKAWA.

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MAD

F. S. TAYLOR

REAL ESTATE

INSURANCE

NOTARY PUBLIC

INSURANCE
FIRE
AUTOMOBILE
BURGLARY
ACCIDENT
HEALTH
MARINE
AUTO ACCIDENT
LIABILITY
PLATE GLASS
WIND STORM
EARTHQUAKE

Rec'd	MAR 13 1943
File No.	9336
Ass.	Gibson
Refer	

MISSION CITY, B. C.

v March 12th.1943.

S.M. Gibson, Esq.,
Insurance Dept.,
Japanese Evacuation Section,
Vancouver, B.C.

Dear Sir,

Re: Mitsuro Norman Oikawa - File No. 9336.

I thank you for your letter of 11th inst., requesting that Fire Insurance Policy be issued for \$3500.00 on dwelling and furniture owned by the above Japanese.

In accordance with your instructions I have placed this business with the London & Lancashire Guarantee & Accident Co., and have instructed them to forward the original policy to you. Would you kindly let the Insurance Co. know the name of the tenant.

I should appreciate it if you would let me know when any Japanese property becomes vacant for a longer period than 90 days so that vacancy permit can be issued.

Yours very truly,

F. S. Taylor

9336

11th March, 1943.

F.S. Taylor, Esq.,
Mission City,
B.C.

Dear Sir:-

Re: Mitsuro Norman OIKAWA

The above named owns property located on Lot 7 of the S.W. quarter of the N.E. quarter of Section 20, Township 17, Map 543, N.W.D., and being located on McRae Road in the Municipality of Mission.

We wish you to issue a fire policy covering the dwelling on this property to the extent of \$3000.00 and \$500.00 on household Furniture. The Dwelling is described as being 1½ story, of frame construction with shingle roof. The foundation is cement with brick chimney built to the ground.

The tenant, I understand, will take possession in the very near future. Kindly also attach to the policy an endorsement allowing for completion of construction.

In issuing this policy kindly adhere to the general instructions contained in our Form Letter #102, a copy of which we are enclosing herewith.

Yours very truly,

S.M. Gibson,
Insurance Department

SMG:FM

Enc.

9336

January 19th, 1943.

Mr. Paul Adank,
3436 West 2nd Ave.,
Vancouver, B. C.

Dear Sir:

Re: M. N. OIKAWA

We wish to confirm having received your offer to log off the above Japanese property but wish to advise that the subject Japanese is not desirous of selling this timber at the present time.

Further to your letter of December 8th and also noting a memorandum received by this office from our Mr. Ure at Mission, we wish to advise that last August 24th you called at this office stating that you had left this property and had only lived on it approximately one month, for which you owe us the sum of \$15.00 rental and which we would appreciate receiving by return mail.

If it is your intention to rent this house, we would appreciate your applying to the Soldier Settlement of Canada, Rogers Building, Vancouver, and if satisfactory arrangements can be arrived at, we would appreciate inspecting this property with yourself to decide which trees endanger the house so that they may be removed.

We trust you will find this satisfactory and that we may hear from you soon.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

9336

January 19th, 1943.

Mr. Thos. R. Hardie,
Box 288,
Mission, B. C.

Dear Sir:

Re: M. N. OIKAWA

We wish to confirm having received your offer to log off the above Japanese property but wish to state that we have now received a communication from the subject Japanese saying he does not wish this work done at the present time.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

9336

January 14th, 1943.

Mr. Mitsuro OIKAWA,
Reg. No. 13318,
Griffin Lake, B. C.

Dear Sir:

We have written you several letters pertaining to your property at Mission, B. C. We are at a loss to understand why you do not supply us with the information required as the Custodian is acting on your behalf and for your own interests should be given the courtesy of a reply.

We note that you are purchasing this land from Kayemon Shikaze and would appreciate your forwarding a copy of your Agreement for Sale so that a copy can be made for our files.

We have twice written to you with reference to the timber on this property. We have received two offers to log off your property in accordance with the Provincial Government Forestry Department and would appreciate your expressing yourself one way or another whether you wish this done. In any event for the safety of your new dwelling house, we will be issuing instructions shortly to cut down the trees that may be endangering this building.

We trust you will answer our inquiries as soon as possible.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

Dept. Secretary of State
Office of the Custodian
Vancouver, B.C.

NOTATION SECTION

RECD JAN 18 1943

File No.

Ans.

Referred

hyperdone out

*Shiffing Lake, B.C.
January 22, 1942*

Dear Sir,

Received your letter of the
fifth (5th) concerning the standing timber
on my property. At present I'm not inter-
ested in disposing of it.

Sub # 9336

Yours truly,
Stewart J. Dittman
Reg. # 13318

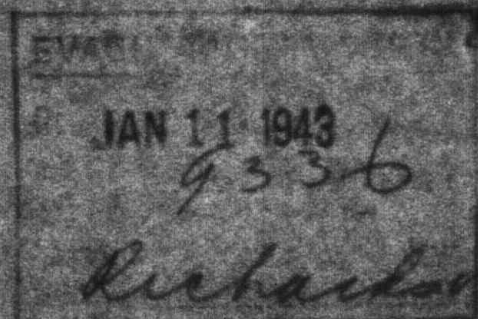
T.O. Box 288 Mission B.C.

R.D. Richardson,

Jan 9th, 1943.

506 Royal Bank Bldg,

Vancouver B.C.



Dear Sir

Re, M.N. Okawa. File No 9336.

I am willing to pay \$4.00 for Stumpage
per thousand ft B.C. log scale for timber on
This Property.

There is approximately 50 thousand ft on
this place

Yours Truly

Thos. R. Hardie

9336

January 5th, 1943.

Mr. Mitsuro N. OIKAWA,
Reg. No. 13313,
Griffin Lake, B. C.

Dear Sir:

We wrote you on December 15th asking for permission to have the timber cut on your property to safeguard the new dwelling house which you are building.

We have now received an offer to cut timber on your property and would appreciate receiving an immediate reply stating, if possible, what this timber would be worth to you.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

9336

January 5th, 1943.

Mr. Thos. R. Hardie,
Box 288,
Mission, B. C.

Dear Sir:

Re: M. N. OIKAWA

We thank you for your letter dated
December 31st regarding timber on the above
Japanese property.

We are writing Mr. Oikawa for approval
to log off this property and would appreciate your
advising us as to what you are willing to pay for
logging rights.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

Mr. G. W. McPherson.

Mission B.C. P.O. Box 288

506 Royal Bank Bldg.

Dec 31st 1942.

Vancouver B.C.

EVACUATION SECTION	
Rec'd	JAN 4 1943
File No.	9326
Ans.	
Referred	Richardson

Dear Sir

Please let me know if timber
on vacant unimproved Japanese place can be
purchased. The only improvements are an unfinished
house. I believe the place was owned by
Mr. M. Oikawa. it is within the Mission
Municipality.

Please let me know what further
details you may need if timber can be
purchased.

Yours Truly
Thos. R. Hardie.

9336

December 15th, 1942.

Mr. Mitsuro N. OIKAWA,
Reg. No. 13318,
Griffin Lake, B. C.

Dear Sir:

Prior to your evacuation, you made an arrangement with Mrs. Paul Adank to rent your house at the rate of \$15.00 per month from June 1st.

We wish to advise that Mrs. Adank only occupied the house for about one month and since that time it has been vacant. It has been brought to our attention that the large trees growing around the house endanger it and in view of the fact that your house is new and possibly cost between \$3000.00 and \$4000.00, we would advise that you give us permission to have them cut down and sold.

The Custodian and the Soldier Settlement of Canada are endeavoring to locate a reliable tenant, who in consideration of rent would complete the house but the only person located as yet refused to live in the house because of the tall timber so near.

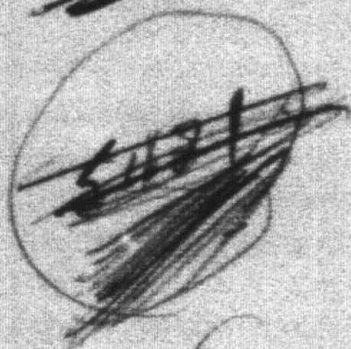
We trust you will approve of our suggestion and that we may hear from you shortly.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

9336



9436 - West 2nd Ave
Vancouver B.C.
Dec 8th 1942

Dear Mr Ure

As I told you in Vancouver I intended to work in the vicinity of Mission beginning immediately but as you know this snow has tied up things considerably and there will be no work in my line until the weather breaks. So find it necessary to continue on in Vancouver for the time being.

Milton
M.H. Norman

I have been up to the Oikawa place and have found everything to be in much better condition than we expected. The dampness has not been as bad as we had thought and the house is OK for the present.

I sized up the timber and as close as I could come to the price of it would be \$3.00 a thousand the way it stands. We will have to find out about the Royalty which I understand is 75¢ a thousand. From a rough survey of the timber I would judge around 100 thousand feet.

About the Yanashita Place. I would like to lease the place for the coming year and after much consideration am prepared to pay \$75.00 for the year. Would you please advise me if this is satisfactory as soon as possible.

Sincerely Yours.

Mr Paul Adank.

MEMORANDUM

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
DEC 5 1942

Mission, B.C.
Dec. 4, 1942

TO: MR. R.D. RICHARDSON

FROM: W.S. Ure

RE: OIKAWA and Paul ADANK

Further to my memorandum of Nov. 23, it now turns out that Mr. Paul Adank has a lease for a year, expiring June 1943, on this property at a monthly rental of \$35.00.

Mr. Adank was in to see me yesterday and advised he intends to go back to live in this house. I have asked him to give me an offer for all the timber on this property and when this information is forthcoming, will forward to you.

This may be a way of raising sufficient money to meet outstanding liabilities in connection with the house and also to finish the several contracts which I understand still hold, but since the evacuation of the Japanese, nothing has been done with them.

Comments please.

W.S. Ure

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 23 1942
30 X 427 m

MEMORANDUM

Richardson
Hudson
9294
Mission, B.C.,
Nov. 23, 1942

TO: MR. R.D. RICHARDSON
FROM: W.S. URE

RE: OIKAWA,
McRae St.
Mission, B.C.

The house on this property should be looked after right away. It is a house of eight rooms, new, not quite finished, and must have cost around \$3500. to \$4000.

There is approximately \$400.00 to \$500.00 worth of furniture in the house some of which is new and the dampness is not tending to improve the condition in any way.

The trees grow quite close to the house and are fairly large - they probably could be sold for lumber. They should be cut as there is a very definite danger of them coming down and going through the house.

In the event of any of the boys wanting to see this house, I have the keys in the office.

William S. Ure

File #9336

Sept. 28, 1942.

MEMORANDUM FOR THE FILE.

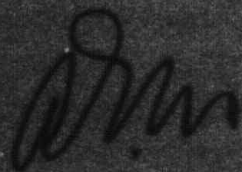
Re: Norman Mitsuo OIKAWA, \$13318.

REAL PROPERTY.

Certificate of encumbrance required herein and also particulars of Agreement for Sale covering, The West portion, 4.89 acres more or less, of Lot 7 of the S.W. 1/4 of the NE 1/4 of Sec. 20, Tp. 17, Map 543, as shown and lettered A on Sketch 4463, D.B.V.

PERSONAL PROPERTY:

Please note 1/3 interest in powerline on McRae Rd., Municipality of Mission, with Phillip Zelman and Colin Wallace, both of Mission, B.C.



AGM:AS

9336

Richardson

Dep't of the Secretary of State, Reg # 13348
Office of the Custodian, Japanese Assets, B.C.
Ottawa, B.C.
Via Three Valley
Aug. 19th. 1942

Dear Sir:-

In regard to my house and property at Mission City, B.C. I was notified that the lessee Mr. Edith Adant and husband has evacuated the property.

According to the word received from Mrs. J. Takano the windows and doors of the building has been boarded. I intend to have the ^{place} closed for the duration because the house is not furnished to live through the winter.

For further particulars please get in touch with Messrs. J. M. Campbell Lawyer and J. B. Hemek both of Mission City. I beg to enquire Mr. Hemek for Mrs. J. Takano.

Yours truly,
M. N. Okawa
M. N. OKAWA

OFFICE OF THE CUSTODIAN
JAPANESE ASSETS
RECEIVED
AUG 24 1942

Whonnock, B.C.

SUPPLEMENTARY LIST

May 18, 1942.

OIKAWA, Mitsuro Norman.

Reg. #13318

Desires to inform the Custodian that he has leased his property to: Edith Adank of Mission City, c/o J. M. Campbell, lawyer, Mission City, for \$15.00 per month. Also:

Kitchen stove, ✓ dinner set, ✓ dining room ✓
suite, 1 coal heater, ✓ 6 beds & mattresses,
gramophone, set of 6 kitchen chairs, 1 ash
tray set, 4 sets Venetian Blinds, ✓ 1 camp-
stove.

UPSTAIRS: some kitchen utensils.

FARM TOOLS: 2 shovels, 1 mattock, 2 cross-
cut saws, 1 hand saw.

Registration No. 13318

Mitsuro Norman OIKAWA
Mission, B.C.

Sheet No. 3

CHATELS - missing

- 1 Fibre wardrobe
- 1 Bed complete
- 1 Bed spring
- 3 Mattresses
- 4 Dining room chairs
- 2 Kitchen chairs
- 1 Carton gramophone records
- 1 Card table
- 1 Sink
- 1 Mattock -
- 2 Cross-cut saws -
- 2 Shovels -
- 1 Mattress - destroyed - eaten by rats

would appear shipped - no record -
? If we are able to get explanation
from tenant
R

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: MISSION, B.C.

Date: 27th. Nov., 1942

NAME: OIKAWA, Mitsuru Norman

REGISTRATION NO. 13318

ADDRESS: McRae Rd. (about $\frac{1}{4}$ mile West of Cedar Valley Rd. South side) Mission.

PROPERTY:

ACREAGE:

KIND OF CROPS:

APPROXIMATE ACREAGE OF EACH:

HOUSE: $1\frac{1}{2}$ storey VACANT: X

OCCUPIED:

DESCRIPTION: Stucco - unfinished

ROOF: Shingled

SIZE: 28'x32'

NO. OF ROOMS: 9 - unfinished

CONDITION: Very good

OTHER BUILDINGS:

NAME OF LESSEE OR RENTOR:

TERMS:

WATER: None

ON:

OFF:

LIGHT: Yes

ON:

OFF: X

REMARKS: As the house is unfinished and damp would recommend that
all furniture be removed.
Most of the following chattels are new.

INVENTORY OF CHATTELS LEFT ON PROPERTY: Upstairs:- 3 Beds, springs, mattresses
2 Chairs 1 Fibre wardrobe 1 Lrge. tub elect. fixture
1 Oak keg (10 gals.) 1 Stone jug (2 gals.) 1 Roll tar paper
Carton & box dishes. Few kit. utensils Carton gramophone record
1 Lacquer box in carton.

Mainfloor:- 1 Kit. range 1 Dinette set (table, buffet, 4 chairs)
1 Sink 2 Galv. pails 6 Kit. chairs. Dining table, 6 chairs
1 "Good Cheer" circulator heater. 3 Beds, springs & 2 mattresses
1 Gramophone 1 Oil lamp 7 Venetian blinds. Card table.

Basement:- 2 Crosscut saws 2 Shovels
1 Mattock 6 Japanese wooden tubs 37 Drain pipes

Signed:

J. J. Williams
A. J. Logan

REPORT
ON EVACUATED JAPANESE PROPERTY

File No. 9336

MUNICIPALITY: Mission.

Date: June 2nd. 1942.

REGISTRATION NO. 13318.

NAME: OIKAWA. Mitsuro, (Norman)

ADDRESS: No# McRae Road, Mission, B.C. (Stucco house 25' off road)

PROPERTY: Mortgaged for \$750.00 to Kayemon SHIKAZE

unpaid bal. owing to Shikaze under Agt/Sale

ACREAGE: 4.89 $\frac{1}{2}$ Acre cleared.

KIND OF CROPS: None. (Timberland)

APPROXIMATE ACREAGE OF EACH:

HOUSE:

VACANT:

OCCUPIED Yes. Renter, Mrs. Adank.

DESCRIPTION 2 Story wooden frame house.

ROOF: Shingle.

SIZE: 30 x 34 addition 10 x 14

NO. OF ROOMS 9.

CONDITION: New house, partly unfinished. (Flooring not down & Stucco not finished.)

OTHER BUILDINGS: None.

NAME OF LESSEE OR RENTOR: Mrs. Paul Adank. (House only)

TERMS: \$15.00 per month, to be spent on finishing house. (For 1 Year from June 1st/42 to May 1st/43)

WATER: "Creek"

ON:

OFF:

LIGHT: None.

ON:

OFF:

REMARKS:

INVENTORY OF CHATTELS LEFT ON PROPERTY

Agreement includes all chattels in the house which are listed below.

- ✓ Dinette set. (Buffet, 4 Chairs, Table.)
- ✓ Card table.
- ✓ Camp stove.
- ✓ Gramophone & records.
- ✓ Heater.
- ✓ Kitchen stove.
- 6 Beds complete with mattresses.
- 6 Kitchen chairs.
- 7 Piece Dining room set. (Table & 6 chairs.)
- ✓ 4 Venetian blinds.
- ✓ Garden tools.

Signed:

I. C. Bardwell.

This Agreement, duplicate Sixth made in duplicate this

day of September in the year of Our Lord one thousand nine hundred and forty one

BETWEEN

KAYENON SHIKAZE, farmer, of Mission City,
Province of British Columbia.

Name,
Address, and
Occupation
of Parties

AND hereinafter called the "Vendor" of the one part

MITSUO NORMAN OIKAWA, logger, of the same place
and Province.

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 known and described as:—

The West portion (Four decimal Eighty-nine) (4.89(acres more or less) of Lot Seven (7) of the South West quarter of the North East quarter of Section Twenty (20) Township Seventeen (17) Map No. 543 as shown lettered "A" on sketch No. 4463, Municipality of Mission.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of One thousand and fifty -----XX(\$1050.00) Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Three hundred (\$300.00) -----XX Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of Three hundred and fifty (\$350.00) dollars on the 6th day of September 1942 and the balance of Four hundred (\$400.00) dollars on the 6th day of September 1943.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Six (6%) per cent. per annum, payable on the days and dates aforesaid.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will 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 aforesaid 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 improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall 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 now 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. IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to and sufficient 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

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, 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, save and except the Certificate of Title, which shall be deposited in the Land Registry office by 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 above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the 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-fulfilment 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 VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. 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:

or at such other address as the Purchaser shall specify in writing to the Vendor. AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions 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 respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular 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
BY THE VENDOR
in the Presence of:

Signature of Witness F. S. Taylor
Street Address Main Street,
City Mission City, B. C.
Occupation Notary Public

.....
"K. SHIKAZE"
.....

.....
"M. N. OIKAWA"
.....

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER
in the Presence of:

Signature of Witness _____
Street Address _____
City _____
Occupation _____

FOR ATTORNEY

I **Hereby Certify** that, on the _____ day of _____, 194____, at _____, in the Province of British Columbia, (whose identity _____, who is) _____ has been proved by the evidence on oath of _____ 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 _____ thereto voluntarily as the free act and deed of the said _____ under authority of a power of attorney which has not been revoked.

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

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

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

DECLARATION BY ATTORNEY

I, _____ of the _____, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT
1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at _____
in the Province of _____
this _____ day of _____ A.D. 194____

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

Acknowledgment of Officer of a Corporation

I **Hereby Certify** that, on the _____ day of _____, 194____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on _____, who is) personally known to me, _____ of _____ and that he is the person _____ of the said _____ and affixed the seal of the _____ who subscribed his name to the annexed instrument as _____

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 _____ in the Province of British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and forty _____

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

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

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA

TO WHIT:

1

30

make oath and say:

of the
, in the Province of British Columbia,

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

the part thereto, for the purposes named therein.

2. The said instrument was executed at

3. I know the said part , and that of the full age of twenty-one years.

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

Sworn before me at
in the Province of British Columbia, this

in the Province of British Columbia, this

194

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

Portion 4.89 acre
of Lot 7 of SW $\frac{1}{4}$
of NE $\frac{1}{4}$ Sec. 20,
Twp. 17, Map 543,
Lettered "A" on
Sketch No. 4463.
Mission. N.W.D.

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form No. 27

Agreement FOR SALE OF LAND

MITSUO N. OIKAWA

AND

KAYEMON SHIKAZE

Dated September 6th 1941

FOR MAKER (INCLUDING MARRIED WOMEN)

3 Herby Gerrity that, on the
Sixth
September, 1941, at
Mission City
Ghayamon Chikaze
before me and acknowledged to me that
he is the maker thereof, and whose name
is subscribed thereto as part
of the full age of twenty-one years.
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Mission City British Columbia, this 6th day of September
in the year of our Lord one thousand nine hundred and forty one

NOTE.—Where the person making the acknowledgment is personally known to the officer, he may, after reading the foregoing, write out the words "known" instead of "acknowledged".

[illegible]

NOV 19 1947

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

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

23
BC 728P 1651 B
2nd 4

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

(1) NAME OIKAWA Mitsuo Norimasa (RCMP) Reg. No. 13318
(Print) Surname Given Name

(2) Pre-Evacuation Address Mission City, B.C.

(3) Present Address P.O. Box 874, Hope, B.C.

(4) REAL ESTATE
(a) Street Address (if any) McRae Road, Mission City, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) The West portion of Lot Seven (7) of the South West quarter of the North East quarter of Section Twenty (20) Township Seventeen (17) Map No. 543 as shown lettered "A" on sketch No. 4463, Municipality of Mission.

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

(i) ~~Farm~~
(ii) ~~Residence~~ Yes ~~Business~~
(iii) ~~Business~~
(iv) Any other type of property (describe) Timber Land

(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.) Purchased on 2 year agreement.
Expiration date September 6th, 1943.

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

(i) Land \$1500.00
(ii) Buildings \$4000.00

(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) \$5500.00

(v) Amount at which Custodian sold property and credited your account \$1593.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv)) \$3907.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation at the residence, McRae Road, Mission City, B.C.

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

(c) How stored or packed at time of evacuation Furniture, Heater, & Range as is. Kitchen utensils upstairs. Tools in basement.

(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") *in the Custodian's care*

(e) Itemized description of personal property which is the subject of the claim:	Estimated Value
1. <i>5 Bide complete</i>	\$ 167.00
2. <i>1 Kitchen Range</i>	\$ 156.00
3. <i>1 Radio</i>	\$ 86.50
4. <i>5 Kitchen Blinds</i>	\$ 77.25
5. <i>1 mattress</i>	\$ 131.30
6. <i>1 mattress</i>	\$ 131.30
7. <i>1 Kitchen Stove</i>	\$ 150.00
8. <i>1 Kitchen Stove</i>	\$ 25.00
9. <i>1 Kitchen Stove</i>	\$ 25.00
10. <i>1 Kitchen Stove</i>	\$ 25.00
TOTAL CLAIM FOR PROPERTY LOSS	\$ 738.20

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. *Value \$93.05*

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e)) *\$ 831.25*

(6) (a) Place at which claimant prefers to be heard. (b) Do you require the services of an interpreter at the hearing? Yes or no *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
of
TO WIT:

1. *William McTavish*
of the *Province of British Columbia*
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 Vancouver*
of *British Columbia*
in the *Province of British Columbia*
this *13th* day of *November*
A.D. 1947.

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.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E
(THE HONOURABLE MR. JUSTICE H.I. HIRD, COMMISSIONER).

10

Kamloops, B.C.,
February 11th, 1948.

IN THE MATTER OF THE CLAIM OF
NORMAN MITSUO OIKAWA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

R.J. McMASTER, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.
G.H.R. UPTON, Esq., Official Interpreter.
G. HAMBLETON, Esq., Official Reporter.

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2
H.M. Oikawa,
In Chief.

THE COMMISSIONER: Which case would you like to take first, Mr. McMaster?

MR. McMASTER: No. 9 on the list, my lord, Oikawa.
Mr. Oikawa.

THE COMMISSIONER: You speak English, do you, Mr. Oikawa?

MR. OIKAWA: Yes.

THE COMMISSIONER: All right.

NORMAN MITSURO OIKAWA, the claimant herein,
being first duly sworn, testified
as follows:

10

DIRECT EXAMINATION BY MR. McMASTER:

Q Mr. Oikawa, is this your signature on the claim form, and did you swear that declaration?

A Yes.

MR. McMASTER: My lord, with respect to the claim form, I would like to draw attention to the fact that the claimant has reduced his claim with regard to the gramophone and records to \$75.00.

20

THE COMMISSIONER: Yes, that is to say you amend the figure \$165.00 opposite "gramophone and records" to \$75.00, is that right?

MR. McMASTER: That is correct, my lord.

Q Now, witness, did you instruct your solicitor to draw this statement with regard to your real estate with respect to which you are claiming and give him the information?

A Yes, sir.

Q Would you be good enough to sign it, please?

A (Witness complies).

30

Q And did you also instruct him to draw this

statement with regard to the cost of construction of the dwelling, which is filed with the statement concerning real estate?

A Yes, sir.

Q Are the statements contained in these two documents true to the best of your knowledge and recollection?

A Yes, sir.

MR. McMASTER: I file that as Exhibit No. 1, my lord, with the list attached.

10 THE COMMISSIONER: This is an analysis of personal or real property?

MR. McMASTER: This is real property, my lord. It is the statement by the claimant.

THE COMMISSIONER: Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. McMASTER: My learned friend would like me to file the appraisal report by the Soldier Settlement Board as Exhibit 2 on his behalf.

(APPRAISAL REPORT MARKED EXHIBIT NO. 2).

20 MR. McMASTER: Q: This property, witness, is situate about a mile and a half from Mission, B.C.?

A That is right, sir.

MR. McMASTER: I draw attention to the statement, my lord. The description is on there showing that there was a house under construction in May, 1942, in which the claimant had been living for about five months but it was not completed. Attached, or filed with the statement, is a statement re the cost of construction which your Lordship will notice gives the name of the party who is,

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paid, the materials or type of work which was done, the total cost, the amount remaining unpaid, and then also the supporting documents which refer to certain receipts which he has. You will notice in some cases that his receipts are not complete, and in the case of the lumber and shingles and the fine carpentry and the front door lock, he has lost those receipts.

My lord, I have all those receipts here.

10

I don't know whether you wish to clutter up the record with them or whether my friend is prepared to take my statement. I offered to let him examine the receipts if he would like to.

MR. HUNTER: My lord, we don't need them. Actually if you would examine sheet No. 2 of the valuation, it is actually page 3, you will notice in paragraph 2 the appraiser has stated that the house and property must have cost at least \$2500.00 to date which is only a couple of hundred dollars less than the amount shown by my friend.

20

MR. McMASTER: That, my lord, is excluding the question of labour that these fellows put on the place themselves. I presume that the appraiser is talking -- I don't know whether he was advised or otherwise, that these men had done a lot of the work themselves.

THE COMMISSIONER: I don't think you need the vouchers.

MR. McMASTER: Very well, my lord.

THE COMMISSIONER: The claimant's estimate is accepted as prima facie evidence of its contents.

30

H.M. Oikawa,
In Chief.

MR. McMASTER: Yes, my lord. The only thing, I wonder if there is likely to be any question of those, whether I should file the receipts. I don't see any necessity in cluttering up the record unless my friend should attack their value.

THE COMMISSIONER: You have them, at any rate. I wouldn't put them in.

10 MR. McMASTER: "I and my four brothers assisted in building and did most of the cartage work. The carpenter employed did only rough carpentry. One of my brothers took three weeks off from work to assist. All that remained to be done was to finish the flooring and to do the plastering upstairs. The carpenter, Mr. A. Watkin, told me that he estimated the house would be worth \$6000.00 when finished."

20 And then I draw attention to the statement re real estate, to the statement at the foot of the page, pointing out that there were at least sixty marketable fir trees on the property of which the claimant was aware, and a quantity of maple and some alder, and in his opinion, if, when he purchased the property, he and his brother took the timber off themselves they would get enough to pay for the property. Then he draws attention to the fact that in December, 1942, the Custodian advised that several loggers had inquired about buying the timber. He did not mention any price and "as I hoped to return to the property, I did not agree to sell the timber."

30

Now, I would ask, my lord, that my learned friend be asked to produce any letters or documents or memoranda that he has on file showing the requests of loggers to purchase timber from this land or showing any offers as to the price at which they would be willing to purchase it.

THE COMMISSIONER: Does your file show any such correspondence?

MR. HUNTER: There is nothing on this file, my lord.

10 We would have looked the main file.

THE COMMISSIONER: We can leave it then, Mr. McMaster; Government counsel will check the file further and if anything of the kind is found, that will be put in later.

MR. HUNTER: Yes, my lord.

MR. McMASTER: Now I would draw attention to the fact, my lord, that in the appraisal that my friend has asked to have filed, there is no mention of marketable timber on the appraisal at all, and no value placed thereon.

20

Q Now, witness, I produce to you a statement with regard to personal chattels, together with several lists attached thereto. Did you instruct your solicitor to draw that statement and those lists and provide him with the information?

A Yes, I did, sir.

Q Would you be good enough to sign it, please?

A (Witness complies).

Q Are the statements contained in that statement and the lists true to the best of your knowledge

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paid, the materials or type of work which was done, the total cost, the amount remaining unpaid, and then also the supporting documents which refer to certain receipts which he has. You will notice in some cases that his receipts are not complete, and in the case of the lumber and shingles and the fine carpentry and the front door lock, he has lost those receipts.

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MR. McMASTER: Very well, my lord.

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5
H.M. Oikawa,
In Chief.

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6
N.M. Oikawa,
In Chief.

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MR. HUNTER: There is nothing on this file, my lord.

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THE COMMISSIONER: We can leave it then, Mr. McMaster; Government counsel will check the file further and if anything of the kind is found, that will be put in later.

MR. HUNTER: Yes, my lord.

MR. McMASTER: Now I would draw attention to the fact, my lord, that in the appraisal that my friend has asked to have filed, there is no mention of marketable timber on the appraisal at all, and no value placed thereon.

20

Q Now, witness, I produce to you a statement with regard to personal chattels, together with several lists attached thereto. Did you instruct your solicitor to draw that statement and those lists and provide him with the information?

A Yes, I did, sir.

Q Would you be good enough to sign it, please?

A (Witness complies).

Q Are the statements contained in that statement and the lists true to the best of your knowledge

30

and recollection?

A: Yes, sir.

MR. McMASTER: I file that, my lord, as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 3).

THE COMMISSIONER: That statement shows all the chattel property which has been claimed, does it?

MR. McMASTER: Yes, my lord.

Now, my lord, my learned friend has asked me to file on his behalf two analyses of this claim which have been prepared by the Custodian. I put those in as the next exhibit.

(ANALYSES OF CLAIM MARKED EXHIBIT NO. 4).

MR. McMASTER: My lord, with regard to Exhibit No. 4, I think your Lordship will find, upon comparisons with the lists that have been filed, it shows, "One mattress (destroyed by rats)", and "3 mattresses, disposition unknown". The claim that is filed is for 5 beds complete with spring and mattress. The statement by the Custodian, Exhibit No. 4, shows that the disposition of records is unknown. It also shows that the disposition of carpenter's tools and garden tools is unknown and states that the Custodian had no previous knowledge of carpenter's tools.

THE COMMISSIONER: I presume that means they weren't declared in the J.P. Form, is that correct?

MR. McMASTER: That is probably correct, my lord.

THE COMMISSIONER: Perhaps you had better have the J.P. Form in, too, then?

MR. McMASTER: Now, my lord, I would like to refer to the second page of this analysis by the Custodian

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H.M. Oikawa,
In Chief.

to a statement that appears there: "All the
chattels were included in lease of house to
Mr. and Mrs. Paul Adank by Mr. Oikawa prior to
his evacuation. The Adanks only occupied the
house for one month. Oikawa advised us 19th of
August, 1942, that he wished to have the place
'closed for the duration as the house was not
furnished to live through the winter'. House re-
mained vacant until taken over by the Veterans
Land Act. Certain goods were reported as missing
by our field men when removing goods to auction
26th October, 1943".

Now, my point, my lord, in referring to that,
if I might say, is this: While there was a lease--
and I have to admit that the lease provided that
these folks, while they were in possession, would
look after the man's equipment--the Custodian was
advised apparently at the end of one month that
the tenants had vacated and received instructions
from the claimant as to closing the place up.
Whether or not the Custodian took an inventory
at that time, I have no knowledge.

THE COMMISSIONER: When was the Custodian advised of
the quitting of the premises by the Adanks?

MR. McMASTER: My lord, the statement the Custodian
has produced doesn't show, but it does show that
on August 25th at least he was advised by the
claimant that he wanted the place closed up, which
would indicate that at least at that date he was
aware.

9
H.M. Oikawa,
In Chief.

Q Now, witness, I produce to you what is known as a
J.P. Form. Is that your signature on that document?

A Yes, sir, that is correct, sir.

MR. McMASTER: I had better mark that as an exhibit,
my lord.

(J.P. FORM MARKED EXHIBIT NO. 5).

MR. McMASTER: The J.P. form, by the way, my lord, is
dated May 15th, 1942.

10 Q I produce to you from the Custodian's file what is
shown as a supplementary list, May 18th, 1942.
Did you, on May 18th, after having signed the J.P.
Form, give to the Custodian the information that
appears on that sheet of paper?

A Sir, will you repeat that question, please?

Q The J.P. Form was signed on May 15th, 1942.

A Yes.

Q Did you, on May 18th, after signing the J.P. form,
give to the Custodian the information that appears
on this sheet of paper?

20 A After I signed the J.P. Form?

Q Yes.
know.

A: Well, I don't

Q Did you give it to him at any time?

A Yes, sir.

Q Yes. Do the chattels referred to therein -- are
those chattels which were on your premises when
you evacuated?
that is correct.

A: Yes, sir,

Q And were left there?

A: Yes, sir.

30 Q And with your property?

A: Yes, sir.

H.M. Oikawa,
In Chief.

MR. McMASTER: I would ask to mark that as an exhibit.

THE COMMISSIONER: Add that to Exhibit 5; it all relates to the same thing.

MR. McMASTER: Yes, my lord.

Q Now, witness, in the statement with regard to your chattels which you have filed, you refer to a six-piece breakfast suite purchased on April 7th, 1941, for which you paid \$59.50. Does that document relate to that breakfast suite?

10 A Yes, sir.

Q It is the same breakfast suite that is referred to?

A Yes, sir.

Q And is that the agreement that you entered into for the payment for that breakfast suite?

A Yes, sir.

THE COMMISSIONER: What is a breakfast suite? Is it a set?

MR. McMASTER: Six-piece breakfast suite.

THE COMMISSIONER: Furniture, is it?

20 MR. McMASTER: Furniture, my lord, yes.

That is a receipt, my lord, or, rather, an agreement dated April 7th, 1942, between Lawrence's at Mission, B.C., and this claimant, for the purchase of one six-piece breakfast suite, the price being \$59.50, carrying charges \$9.50. It is a conditional agreement.

THE COMMISSIONER: Was that lost or stolen?

MR. McMASTER: No, my lord, it was found and sold.

THE COMMISSIONER: And the cost of it again?

30 MR. McMASTER: \$59.50.

H.M. Sikawa,
In Chief.

Q Now, witness, you claimed on your statement with regard to your chattels that you had one radio table which you bought on December 12, 1941, for \$11.95. Does this receipt which I now produce to you relate to that table?

A Yes, sir.

Q And was that your property? A: Yes, sir.

Q And was left on the premises by you?

A Absolutely.

10 MR. MALLASTER: This is a receipt, my lord -- we might put all these receipts in together -- from Lawrence's, December 12th, 1941, one radio table, \$11.95.

Q Now I produce to you, witness, three other receipts from Lawrence's, relating to household furnishings. Are those receipts which you obtained for goods that are shown on your list of chattels that were sold by the Custodian?

A Well, I don't know as to this bed, this here is a
20 bed.

Q Yes. A: Well, I don't know whether that list, this bed was in with what the Custodian sold, but, anyway, I bought this from Lawrence's.

Q Yes, I see. A: Yes.

Q And did you leave it on the premises?

A Yes, sir.

THE COMMISSIONER: Well I suppose his breakfast suite, which was referred to, is shown as a dinette
30 suite on Exhibit 4, is that it?

H.M. Oikawa,
In Chief.

MR. McMASTER: It may be, my lord.

THE COMMISSIONER: No, "dinette set" sold for \$46.00.

MR. McMASTER: That is right.

MR. HUNTER: I think that is the same, my lord; it is the only thing that is close.

THE COMMISSIONER: Yes.

MR. McMASTER: I would ask my friend whether he has a copy of the lease that was made in the case.

MR. HUNTER: I don't think so, Mr. McMaster. No.

10 MR. McMASTER: My lord, there is the point in my filing the lease, I think. It refers to an inventory that is signed by the lessee, but I don't seem to have the inventory, but it doesn't add very much to what we have already put in, my lord.

(AGREEMENT MARKED EXHIBIT NO. 6).

(RECEIPTS MARKED EXHIBIT NO. 7).

MR. McMASTER: Q: Now, witness, I produce to you a letter dated December 15, 1942. Is that a letter which you received from the Custodian?

20 A Yes, sir.

MR. McMASTER: This is a letter dated December 15, 1942, addressed to the claimant, signed by R.D. Richardson, Farm Department of the Custodian's Office. The second paragraph is all I need to put in the record I think, my lord.

"We wish to advise that Mrs. Adank only occupied the house for about one month and since that time it has been vacant. It has been brought to our attention that the large trees growing
30 around the house endanger it and in view of the

H.M. Oikawa,
In Chief.

fact that your house is new and possibly cost between \$3000.00 and \$4000.00, we would advise that you give us permission to have them cut down and sold".

I ask to have that letter marked.

(LETTER MARKED EXHIBIT NO. 8).

Q I produce to you another letter dated March 20th, 1943. Is that a letter which you received from the Custodian's office?

10 A Yes, sir.

MR. McMASTER: It is a letter of that date, my lord, addressed to the claimant re London & Lancashire Policy #3401088.

THE COMMISSIONER: What is the date again?

MR. McMASTER: March 20th, 1943, re London & Lancashire policy No. 3401088. "We wish to advise that we have had the above numbered policy written for a three year period as from March 12th, 1943, and covering to the extent of \$3000.00 on your dwelling located . . ." and then they describe the property . . . and also for \$500.00 on household furniture and personal effects belonging to you and contained therein. The premium on this policy of \$56.00 has been paid to the insurance company today and charged to your account in this office". It is a letter from S.M. Gibson, Insurance Department of the Custodian.

20

THE COMMISSIONER: Mr. McMaster, that doesn't mean very much because I have yet to find an insurance company that wasn't prepared to issue an insurance

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H.M. Gikawa,
In Chief.
Cross-Exam.

policy for a greater amount on a house or chattels as the claimant desired. The only time that it becomes of moment as to whether they are over-insured or not is when a claim is made.

MR. McMASTER: However, my lord, I would say that it indicates the Custodian's own estimate of the value of these premises and the goods and chattels.

THE COMMISSIONER: Yes, from that point of view, Mr. McMaster.

10 MR. McMASTER: Your witness, Mr. Hunter.

MR. HUNTER: We shall submit, my lord, that the real property and the personal property which was sold was sold for its fair market value. It is submitted that in some cases, if not all, the values which the claimant has placed on his chattels are excessive.

THE COMMISSIONER: That will relate primarily to the lost articles.

20 MR. HUNTER: Yes, my lord, although the point will be germane, of course, to the articles which have been sold.

THE COMMISSIONER: Yes.

MR. HUNTER: It will be submitted that the claimant in his J.P. Form and in the supplementary form made an inadequate and incomplete disclosure of his chattels left and that where articles which he did not disclose and of which the Custodian had no knowledge have been lost, destroyed or stolen prior to the Custodian taking possession; that
30 the claimant had by his own act placed himself in

H.M. Oikawa,
Cross-Exam.

a position where he is not entitled to compensation.

THE COMMISSIONER: Yes.

MR. HUNTER: May I have Exhibit 5, please? (Handed to Mr. Hunter).

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Oikawa, where did you get this list of chattels which is now filed with the chattel summary as Exhibit 3?

A: These kitchen utensils, sir.

10 THE COMMISSIONER: Witness, speak up so that I can hear you.

THE WITNESS: These kitchen utensils, sir, I have gone over with my mother, because she is the only one that knows of the existing utensils. I don't know nothing about this. I couldn't make a list of kitchen utensils unless I had aid from my mother.

MR. HUNTER: Q: That is your mother's list?

A No, I made the list.

Q But it is from information you received from her?

20 A Yes.

Q And you have no personal knowledge of this at all?

A I have of some of it, but I can't describe all of it.

Q Yes. Now what about these other things, where did you get the information for these?

A The farm tools --

THE COMMISSIONER: What are "these"?

MR. HUNTER: I am sorry. For the farm tools, kitchen utensils and chattels. I am still talking about the schedule on Exhibit 3, my lord.

30

H.M. Gilman,
Cross-Exam.

THE COMMISSIONER: Yes.

MR. HUNTER: Q: The farm tools, now.

A Yes, the farm tools. This is my report. I believe that that is in the J.P. Form.

Q Two shovels. You have two mattocks. You have one mattock in the J.P. Form?

A One mattock. It was two mattocks that we had.

Q And again in your supplementary list you have one mattock. Why, after five years do you suddenly remember you had two?

A Well that must be an error maybe. I was pretty sure we had two mattocks.

Q You are pretty sure you had two mattocks?

A Yes.

Q Are you sure?

A: Yes.

Q Why weren't you sure in '42 when you were leaving the property?

A: I don't

know about that, but --

Q I mean there is the J.P. Form on which you have said one mattock; there is the supplementary list which was supposed to add to that and in which you again show one mattock. Do you think it is likely you were wrong at the time when it was fresh in your memory?

A Well, it was a bigger chance of being wrong afterwards.

Q Yes, I think so, don't you?

A Yes, yes, I do.

Q Now I see we have two cross-cut saws -- that is correct, it is the same in both.

H.M. Oikawa,
Cross-Exam.

A Yes, with the handles -- I don't think I put the handles.

Q Two shovels are the same?

A Yes.

Q You have an axe in the new one that you didn't have in either of the ones before?

A Yes, yes. This axe, we intend to take them out with us, you see.

Q Yes, but you didn't do it, is that it?

10 A Yes, I didn't do it. We took one. We took one out but we left this axe behind.

Q I see. When were you evacuated?

A I believe it was May 18th. May 18th as I remember.

Q Q You made out your J.P. Form, I presume, on the 15th of May, 1942, the date that is on it there, is that correct?

A That is right.

Q And you were evacuated on the 16th, did you say, or the 18th, was it?

20 A 18th.

Q 18th? A: Yes, sir.

Q When you were evacuated you made a supplementary list, is that it? A: Yes, sir.

Q This supplementary list which is part of Exhibit 5--?

THE SECRETARY: Exhibit 5.

MR. HUNTER: Q: --is dated May 18th, so that was made the day you were evacuated, is that correct?

A Yes, sir.

Q Well at that time, I presume you knew how many axes you were taking or anything else?

H.M. Oikawa,
Cross-Exam.

A No, sir; no, sir.

Q I see, you didn't yet know? A: No, I didn't.

Q Very well. Now in your J.P. Form and in your supplementary form you show no carpenter's tools, yet you have a list of them here. Now where did you get this list?

A: These tools, I was intend to take them out with me, too.

Q I see. A: But then I had no -- I was intend to put in my suitcase and take it out but then I couldn't do it, naturally, so I left behind.

Q Did you ever think of notifying the Custodian about that? A: No, I didn't notify. I don't think I notify on the carpenter's tools.

Q Did it occur to you to do so?

A Yes.

Q You thought of doing it but you just never got around to it, is that it?

A That is right.

20 Q Now we come to the kitchen utensils and chattels. I don't see anything in the J.P. Form at all referring to that, but I do see in the supplementary list which is attached to Exhibit 5, it says, "Upstairs: some kitchen utensils".

A Yes, that is where we left them.

Q Are these the utensils referred to here?

A That is correct, sir.

Q I see; and where did you get this list?

A As I explained before, that --

30 Q No, you explained that you got this.

M.M. Oikawa,
Cross-Exam.

A No, no, this is the same thing.

Q That is a continuation?

A: This is a

continuation.

Q That is a continuation of kitchen utensils, the items that your mother gave you particulars of?

A Yes, sir.

Q I see. And did it occur to you to give the Custodian a fairly complete list of those?

10 A Well, the point is, sir, at the time that I was to complete this J.P. form, my notice to be called out to perform this was so short that I didn't have a proper time to go through these complicated chattels.

Q I quite realize that, Mr. Oikawa, but you have now come in and made very specific claims?

A Yes, sir.

Q And apparently the information was there all the time; you didn't need to go back and examine the property, the information was there. Why did you not give that information to the Custodian?

20 A The trouble was that I was away from my mother. I was evacuated to a road camp and my mother, she stayed with another family, and because of these separate difficulties, I was unable to get this list and notify the Custodian.

Q Well now, you are an honest man, Mr. Oikawa. When you put in the supplementary list "upstairs, some kitchen utensils", do you think that would lead the Custodian to believe that you had one practically, or more than two full pages of a list of kitchen
30 utensils? Do you think so?

H.M. Oshawa,
Cross-Exam.

A Well, sir, we didn't take any of these utensils out with us and since we have left our dwelling and out into the interior housing, we bought everything new, therefore we had all these utensils to maintain our cooking in, and therefore it is put down there and we hadn't taken any out.

10 Q Well now, would you think it is reasonable that the Custodian would assume that from Exhibit 3 here you have half a page, another full page, and a half a page of kitchen utensils just from the few words you give here saying, "Upstairs, some kitchen utensils". Do you think it is reasonable he would conclude you had all that?

20 A: Pardon, sir, this is not only kitchen utensils, it has everything that has to do with household goods. It is not only kitchen utensils. You look in the list here and the kitchen utensils are not very many but the things that I left with the house, that is, that we can call chattels, is included in this, you see. You can notice here kitchen utensils and chattels, it says here.

Q Yes, but it all seems to be relating to eating, doesn't it?

A: Yes, but the point is that I put all this into one in order to make it, because it would make it more confusing if you separate it.

Q Well don't you think you were a little unreasonable to expect the Custodian to think you had all this when you just gave him a few words here?

30 A Yes, maybe I should have put it in a more broader

N.M. Oikawa,
Cross-Exam.
Re-Direct Exam.

word.

Q Don't you think it would have been fairer to the Custodian to give him a more elaborate explanation so he would know what to look for and have an idea of what was there?

I do.

A: Yes, sir,

Q Mr. Oikawa, you are not in the real estate business?

A No, sir.

Q You never have been?

A: No, sir.

10 Q And the valuation which you give here for your house is just based on cost, isn't it?

A Yes, it is based on cost, and -- you mean on the dwelling?

Q Yes.

A: Yes.

Q It is based on the cost which you paid?

A Yes, sir.

Q I mean you didn't try and sell it so that you had some idea what you may have been able to get?

A Oh, I intend to sell it later.

20 Q But you hadn't tried?

A: No, no.

MR. HUNTER: I think that is all, my lord.

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

MR. McMASTER: Yes, my lord.

RE-DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, when you signed that J.P. Form, I presume that you read it, you read the J.P. Form through?

A Yes, sir.

Q At the time that you filled it in?

30 MR. McMASTER: Might I have the J.P. Form, Mr. Watson?

H.M. Oikawa,
Re-Direct Exam.

(Handed to Mr. McMaster).

MR. McMASTER: I would point out, my lord, with regard to the clause dealing with statement of personal property owned, the information that is required is, "Give brief description and state location of furniture, fixtures, equipment and machinery, stock-in-trade, and personal effects".

Q Did you interpret that as meaning you should give a detailed list of all your personal effects?

10 A No, sir.

Q And were you, in fact, at any time asked to give a detailed list of all your effects?

A No, sir.

Q Now, witness, do you recall whether you, at any time, gave to the Custodian a copy of your lease with Mrs. Adank?

A: No, sir.

Q You don't recall?

A: No, sir.

Q And the statement with regard to your real estate and your valuation, the statement contained in the statement re costs already filed at the foot of the page that the carpenter had told you that he estimated the house would be worth \$6000.00 when finished, did that have anything to do with the fixing of the value which you placed on the house?

20 A Yes, sir.

MR. McMASTER: That is all, my lord.

THE COMMISSIONER: Thank you, Mr. Oikawa.

(Witness aside)

MR. HUNTER: My lord, in this case I think the amount shown for the chattels in the claim was the net

Discussion.

amount and the gross amount was greater.

THE COMMISSIONER: I see.

MR. HUNTER: I should have mentioned that.

THE COMMISSIONER: That pertains to all of these claims, does it not?

MR. HUNTER: The gross amount, the amount which the claimant has allowed the Custodian, is \$244.85 which is apparently the net amount; the gross amount was \$294.85.

10 MR. McMASTER: My lord, I would just like to point out how difficult it is for the claimant to have that information; on the statements that are sent out the net amount is stated and unless they have received copies of the inventories, well, --

THE COMMISSIONER: I appreciate that. I don't think counsel is calling attention to it from the point of view of criticism of the claimant.

MR. HUNTER: I am not trying to prove that he is trying to deceive the Court or anything, my lord.

20

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton
"G. Hambleton"

Official Reporter.

DEFENCE BRIEF

Norman Mitsuro OIKAWA

File No. 9336

Case No. 65

REAL PROPERTY CLAIMS

(All claims shown are Gross)

<u>1. Claim</u>	<u>Appraised at</u>	<u>Sold for</u>
\$5500.00	\$1622.25	\$1593.00

Witness:- R.W. Brown, appraiser
Appraiser (R.W. Brown) reports -
House habitable but unfinished inside.
Appraiser (~~Barnes~~) reports that the
place at present would only be valued
as a home to someone owning other land
in the district or working out. There
is no land under cultivation and can
hardly be described as a farm.

Two requests were received from loggers
to log this property which were re-
ferred to claimant but refused by him.
Mr. Hunter was asked to produce these.
Now filed.

PERSONAL PROPERTY CLAIMS

<u>2. Claim reduced to</u>		<u>Sale Price</u>
\$893.05	(a) Sold for	\$294.85
	Claim for gramophone and records reduced to \$75. (Transcript Page 2)	
	(b) Goods valued at \$766.05	Sold by auction \$294.85
	(c) Goods valued at \$102.00	Missing
	(d) Goods valued at \$ 25.00	No record at any time.
	\$893.05	

Claimant leased his property and
chattels to Edith Adank who vacated
the property after 1 month. All goods
found on the property were removed and
sold. Carpenters tools claim \$25. were
not declared by claimant on his J.P. For
Form and Custodian had no notification
as to these.

SUMMARY OF DEFENCE

Witness

R. W. Brown
W. S. Ure
J. H. Harkiss

Where required

1 Appraiser
2 (b)
2 (b)

Name of Claimant

OIKAWA, Misuro

Case 65

Custodian File

9336

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 Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total	
					1993	1454.75			1454.75

PERSONAL PROPERTY							
Motor Vehicles		Boats and Boat Gear					
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column

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

MISCELLANEOUS CHATTELS							
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price
997.34	294.85	88.45	49.145	271.26	133.30		221.75
TOTAL RECOMMENDATION							1676.40

9336

October 11th, 1950.

Mr. Mitsuro OIKAWA,
79 Hillyard St.,
Hamilton, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 65

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 ... \$1,676.48.

Cheque in your favour is enclosed for \$1,625.95 and we have paid the Co-Operative Committee .. \$ 50.53 for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.