

13998

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE No. 13778-
EXHIBIT No. 1125-8
DATE OCT 14 1940
FILLED BY J. B. Hestie

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: Mr. O. Kamo
HOME ADDRESS: Canyon B.C.
REGISTRATION NUMBER 12912 SEX: male AGE: 57
OCCUPATION: farmer

(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: no

MARRIED? yes

NAME OF WIFE OR HUSBAND: Mrs. Kiku Kamo

ADDRESS OF WIFE OR HUSBAND: New Denver, B.C.

NAMES OF ANY LIVING CHILDREN: Rob Kamo, Ralph Kamo

ADDRESS OF CHILDREN: New Denver, B.C.,

AGE OF CHILDREN: Rob - 16; Ralph - 16;

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

1. LOCATION AND DESCRIPTION: in Canyon, B.C.; 10 acres with 170 young & old fruit trees, 5 buildings & 3 acres of Raspberries & few strawberries. 3 1/2 acres of alfalfa; - in flat & part uncultivated; no water.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 house, 1 big shed, 1 hay shed, 1 chicken house, 1 barn

3. INSURANCE (Give particulars; state where policies are) insurance of \$6.00 taken out at Creston B.C., insurance at Canyon.

4. TAXES (Amount and where payable) taxes \$24.00, paid to Nelson, B.C.

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

6. OCCUPANCY AND LEASES (If vacant so state) have owned this place for 24 years; a 1 year lease so far.

Verbal

4. INSURANCE CARRIED ON ABOVE PROPERTY: \$600 insurance
taken out at Creston, B.C.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS:

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

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

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY ESTATES OR TRUSTS:

11. SAFETY DEPOSIT BOX:

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

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 13 day of March 1948

(Signature) Dango Kamo

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

13998

Date February 9, 1944.

Full Name KAMO, Denzo
(Surname in Block Letters)

Registration No. 12912 ^X Male - Female
(check) Age July 24, 1886.

Former Address Canyon, B. C. --- 5 miles East of Creston.

Date Evacuated February 9, 1943 ^X Naturalized - Canadian-Born - National
(check)

Present Address New Denver, B.C. Nipigon, Ontario Geraldton, Ontario.
(lettr. March 13/43) (lettr. March 12/44) (R.C.M.P. Oct. 30/46)

^X Married - Single
(check)

Name of Wife KAWATO, Kiku #12906

Name of Husband -----

Nee
Name of Mother (TANABE) Hana (Dec'd)

Name of Father KAMO, Shigezo (Dec'd)

Names of Children under 16 Ralph (M) 14 yrs #15812)

) Twins

Rob (M) 14 yrs #15822)

Our File No. 13998

Registered with Custodian Yes
(yes or no)

Requested By D. McW.

Additional Information Farmer. Owns 10 acres and building.

Extraction of Exhibit

1125 - 5

ASSESSMENT NOTICE, 1944
Real Property and School Assessment.

EXHIBIT No. _____
DATE Oct 14 1948
FILED BY K.A. Christie

Dept. Sec. of State Office of the Custodian,
R. Denso Kamo, Canyon, B. C.
506 Royal Bank Bldg.,
HASTINGS & GRANVILLE, ST. S.,
VANCOUVER, B. C.

NELSON ASSESSMENT DISTRICT

Land
District:

EVACUATION SECTION

Kootenay JAN 14 1948

File No. 13988

Ans.

Referred 13.00

Description of Property: Block 116, Map 7300, D.L. 812

Number of acres 9.77, more or less, save and except public highway or right-of-way.

FARM LAND ASSESSMENT AND TAXES.

Assessed Value (Gross)	Total Gross	EXEMPTIONS.	Total	Taxable	Total of Land
Farm Land	Assessed	Improvements	Exemptions	Value (Net)	and School
Improvements	Value	up to \$1,500			Taxes
800	500	1300	500	500	4.00

School Dist.
Creston Valley
United Rural
School District

SCHOOL TAXES.

Amount	Total Taxable	School Rate
Requisitioned.	Real Property	Value
		in Mills
C 44744	800	800
		19.
		15.20

Total Taxes levied for 1944, due April 1st, 1944. Delinquent after Oct. 31st, 1944

Land	DELINQUENT TAXES.	1943	Interest must be added to
Land, 1/5 of 15		4.00	Delinquent Taxes.
School		16.40	
			16.40
			39.60
			TOTAL TAXES DUE

I certify the above statements to be correct.

Date: January 5, 1949.

[Signature]

EXHIBIT No. 1125-7
DATE SEP 14 1944
FILLED BY K. A. Christie.

Henry Kohl
Canyon, B.C.

The Custodian
506 Royal Bank Bld.
675 West Hastings St
Vancouver, B.C.

626

I hereby offer to pay
One Thousand Dollars (\$1000.00)
for parcel described as —
Catalogue No 626 Lot 116 Sec. 812
Map & Plan 730 Custodian File No. 13998
Check for \$100.00th enclosed.

Henry Kohl.

Creston Agencies

M. J. Scott, Manager

INSURANCE OF ALL KINDS
FARM LANDS TOWN PROPERTIES

JAN 29 1945

13998

Handwritten signature

CRESTON,

BRITISH COLUMBIA

27th. Jan. 1945

626

Mr. W. J. Johnston,
Administrative Dept.
Japanese Evacuation Section,
Dept. of State,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir;

Re Lot 116 D. L. 812 Plan 730C
Your file Denzo Kamo 13998

Mr. Henry Bohl approached us some time ago in regard to this property and we believe submitted a tender to purchase, which was not accepted. He now asks us to submit an offer to buy at \$1500 with \$1000 cash and the balance \$250.00 per year for two years. Will you please advise if this offer can be accepted. Awaiting your early reply, we remain,

Yours very truly

CRESTON AGENCIES

Per.

Handwritten signature

WJS..NN

EVACUATION SECTION	
Rec'd	MAR 22 1944
File No.	13996
Ans.	
Ref.	

March 16, 1944
Canyon, B.C.

Office of the Custodian ^{sent to you}

In regards to your letter
of D. Kamo's farm at Canyon

The buildings on this place
consist of one four roomed
house, one chicken house about
(15x30 feet, one packing shed and
cow barn for three cows and a
hay shed.

I have no lease on the place
I just rented it at eight (8) dollars
a month and have been paying ¹⁹⁴⁴
a year in advance this year I
only paid fifty (50) dollars Commencing
February 1, 1944. Cause I had ordered
a chimney be built there is no
chimney here and he said to take

It out of the rent and I didn't
know how much it would cost.
He said the place was insured but
I don't know what Co.
There is nothing here belonging
to S. Hume except the land and
buildings.
If you could let me know what
arrangements you are going to make
or if any changes as I have already
needed money and labor on the
coming season. Hoping this will
be satisfactory Yours truly H. Hume
Canyon N. B.

File No. 13798

August 3, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Danse KAMO

Registration No. 12912

Catalogue No. 626.

One Real Property only included, being:

Lot 116 of Lot S12, Kootenay District, Plan 730-C.
Registered subject to the Exceptions and Reservations contained
in the conveyance from the Kaslo and Kootenay Railway Company, D.D.
S154, and the easement relating to water contained in the conveyance
from Canyon City Lumber Company Limited to Thomas B. Martin et al.
D. D. 15290.

Location: Near Canyon, B. C.

Assessment: (1944) Taxes - \$19.29.

Land.....\$ 800.00
Improvements... 500.00
TOTAL - \$1,300.00

Independent Valuation: (1944)

Land.....\$1,200.00
Buildings..... 300.00
TOTAL - \$1,500.00

Claimant's Valuations

Land and Buildings.....\$4,000.00

Sold to Mr. J. R. Cole for:.....\$1,500.00.

Other Offers:

June, 1944. Mr. Henry Rohl-tenant.....\$1,000.00.

January 27, 1945, Mr. Henry Rohl - revised offer \$1,500.00.

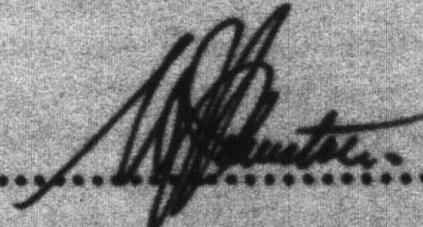
Relative documents attached to Claim File.

Note - Government Counsel:

(1) Mr. Kamo stated in his JP Form (Page 1) that the land was flat and
had no water.

(2) In a letter dated March 12, 1944, Mr. Kamo stated that he believed
Mr. Rohl to be a good man and trusted him fully. Mr. Rohl is the man to whom
Mr. Kamo rented his property when he was evacuated, and who offered \$1,000.00
to purchase same. See offer (undated) attached to Claim File.

WJJ:HMS


.....

POST OFFICE DEPARTMENT
ADMINISTRATION DES POSTES
CANADA

This side to be filled in by office of origin
Le reste est à remplir par le bureau d'origine

REGISTERED ARTICLE
Envoi recommandé

ENTERED AT THE OFFICE OF
Enregistré au bureau de poste de

Referred

DATE

UNDER
sous le

23000

ADDRESSED TO
Adresse à

Mr. James Robert
Cole,

P. O. Box 411,

AT Maple Creek, Saskatchewan

SEP-1964-4-1-48

ACKNOWLEDGMENT

AVIS DE RÉCEPTION

Date et
Time

To be filled in by sender who will
indicate below his full address

A remplir par l'expéditeur qui
indiquera ci-dessous son adresse
complète

RETURN TO
Retourner à

Office of the Custodian,

506 Royal Bank Bldg.,

Vancouver, B. C. (13998-EL)

STREET AND NUMBER

(1) VANCOUVER, B. C.

PLACE OF ORIGIN OF REGISTERED ARTICLE

Lieu d'origine de l'objet recommandé

(1) IN PRINTED CHARACTERS

En lettres moulées

CANADA



THE UNDERSIGNED ACKNOWLEDGES THAT THE REGISTERED ARTICLE DESCRIBED ON THE

Le soussigné déclare que l'objet mentionné d'autre part

OTHER SIDE WAS DULY DELIVERED ON THE

à été dûment livré le

Date stamp of office of destination

Timbre du bureau destination

SIGNATURE OF THE ADDRESSEE

Signature du destinataire

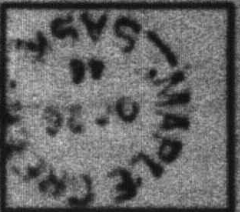
OF ADDRESSEE'S REPRESENTATIVE

du représentant du destinataire

(2)

OF THE POSTMASTER OF THE OFFICE OF DESTINATION

de l'agent du bureau destination



(1) This advice should be signed by the addressee or if the regulations of the country of destination so provide, by the Postmaster of the Delivery office and returned by first mail to the address shown on the other side.

Not only the signed par le destinataire, ou si les règlements du pays de destination le permettent, par l'agent du bureau destination, et renvoyé par le premier courrier à l'expéditeur, dont l'adresse figure sur l'autre côté de cette carte.

(2) When delivery is made to the authorized representative of the addressee, both addressee's name and representative's signature must appear on this receipt.

Quand la remise est faite au représentant autorisé du destinataire, le nom du destinataire et la signature de son représentant doivent figurer sur ce reçu.

13998

October 21, 1946.

REGISTERED A/R

Mr. James Robert Cole,
P. O. Box 411,
Maple Creek, Saskatchewan.

Dear Sir:

Re: Catalogue No. 626
Mr. Canyon, B. C.
116/312/730-C

This will acknowledge receipt of your letter of
October 16th enclosing money order for \$8.25 in payment of registration
fees re the above described property. Our official receipt is enclosed.

We are also enclosing Certificate of Title No. 66382-1,
covering the above property in your name.

Yours truly,

George Peters,
Office of the Custodian.

GP/EL
Enc. (2) - Certificate of Title
Official Receipt

Creston Agencies

M. J. Scott, Manager

INSURANCE OF ALL KINDS
FARM LANDS TOWN PROPERTIES

Rec'd	APR 1 1946
File No.	13998
Date	11/4/46
By	W. J. Scott

CRESTON,
BRITISH COLUMBIA

29th. March 1946

F. G. Shears, Esq
Director,
Japanese Evacuation Section,
Dept. of State,
Vancouver, B. C.

Dear Sir;

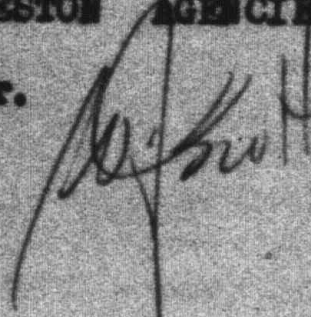
Re Catalogue No. 626
Your file 13998

We are in receipt of your letter of 27th. inst. and in reply would advise that we consider we are more entitled to a commission on this deal than Mr. Fowlie. We supplied the information to enable that particular deal to be made and feel that we should be paid the commission whether you collect it from Mr. Fowlie or allow him to retain it.

Yours very truly

CRESTON AGENCIES

Per.



WJS:nb

13998

27th March, 1946.

The Manager,
Creston Agencies,
Creston, B.C.

Dear Sir:

Re: Catalogue No. 626
Near Canyon, B.C.

Referring to the matter of commission on the sale of the above property. We were not able to secure any co-operation from Mr. E.A. Fowle in regard to splitting the commission of \$75.- which this office remitted to him.

Have you been able to obtain any settlement from him, and if not will you please advise us.

It is true that Mr. Fowle negotiated this sale, but if you consider a share should be paid to you, and will so advise us, this office will be prepared to make a payment of an extra 50% commission, namely \$37.50.

Yours truly,

F. G. Shears,
Director.

FOS/PMH

30th October, 1945.

MEMORANDUM

To: Mr. Good

From: Mr. F. G. Shears

Re: Catalogue No. 626
Lot 116, P.L. 812, Map 730-C
Mr. Cameron, B.C.

It is regretted that a mistake was made by this office in forwarding to Mr. E.A. Fowlie the full commission on the sale of the above property, as in line with our policy the commission should have been sent to the Creston Agencies and shared by them with Mr. E.A. Fowlie.

We have made a considerable effort to secure a refund from Mr. Fowlie but he refuses to co-operate and I have decided that in view of the amount involved, not to press the matter further.

The Creston Agencies are entitled to \$37.50 and a cheque for this amount can be issued and forwarded to them and charged to Administration expenses.

F. G. Shears,
Director.

E. A. FOWLIE

Insurance

FIRE AUTOMOBILE - LIFE

CRESTON, B.C.

Rec'd	OCT 27 1945
File No.	13998
Ans.	✓
Referred	Mr. Sheard

Oct 26th 1945.

Office of Custodian,
Vancouver.
Dear Sir.

Rt. 116, BL 812, Map 750E
N. Canyon B.C.

Re your file. Catalogue No 626

Your telegram received.

However, it was not until long after you had paid me the commission in this deal, that you mentioned to me, that I had to split this with anyone, and it was no time to then to make such a suggestion.

Had you told me at such a matter to start with, I could have sold this man another place, where there was no suggestion of a split.

Hoping you will see this in the same light as I do, and let this matter rest as it is, I am

Yours truly

E. A. Fowlie

13998

9th August, 1945.

Mr. E. A. Foulie,
Greston, B.C.

Dear Sir:

Re: Catalogue No. 626
Mr. Canyon, B.C. 116/812/730-C

It has been drawn to my attention that correspondence has taken place between this office and the Greston Agencies and yourself in regard to the matter of commission on the sale of the above property.

Our catalogue indicates that the Greston Agencies were our Agents for this particular property, and in line with our policy, any commission on the sale should have been sent to them.

In view of the fact that you secured the offer which was accepted by this office, the invariable practise in all our numerous transactions with other Real Estate Agents has been for our own named Agent to divide his commission with such other agent.

As you have previously been informed, an error was made in sending the commission cheque direct to yourself and you have been requested to adjust this matter between yourselves by remitting \$37.50 to the Greston Agencies.

We would point out that your offer under date of October 19th, 1944, was for the sum of \$1,500.- and no mention was specifically made in regard to commission and your offer could be construed as a net offer. Our policy, however, provides for the payment of commission on the basis outlined above.

We regret it is necessary to write again in this matter but must ask you to either return to us the amount of \$75.00 sent to you in error on April 5th last, or make a satisfactory adjustment with the Greston Agencies.

We feel sure that upon reviewing this matter, especially in view of the somewhat trivial amount involved, that you will be prepared to co-operate and settle this matter amicably and your acquiescence in this will be appreciated.

Yours truly,

F. G. Shears,
Director.

FOS/PIN

WILLIAM P. KAPAK, LL.B.
BARRISTER, SOLICITOR,
NOTARY, ETC.

P. O. BOX 219
NELSON, B. C.

March 12th, 1945.

ANNABLE BLOCK
PHONE 1088

RECEIVED
MAR 15 1945

13998

Johnston

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

Your file No 13998

12912

Attention Mr. Johnston

Dear Sirs:

re: DENZO KAMO

2 mos Rent to April 15/45

Mr. Henry Rohl has consulted me in reference to his tenancy herein. He has shown me your letter of February 16th last and I am now enclosing herewith money order in the amount of \$16.00 being one-sixth of the annual rental.

There appears to be some dispute as to the date of the commencement of the tenancy. This dispute probably arises as a result of your taking over the lands of Kamo. To straighten this out I would appreciate Your informing me of the date your Department took the lands over from Kamo and what record you have, if any, of the date that Rohl originally took the property over from Kamo.

I cannot quite understand your request to Mr. Rohl to make monthly payments instead of the regular six months payments. In my opinion there is a yearly tenancy with rent payable six months in advance. As you state the property has been sold I feel that with the above information any dispute between Mr. Rohl and the new owner may be more easily settled.

Would you also kindly forward the name and address of the new owner.

Yours truly,

Wm. Kapak

Enc.
WPK

13998

REGISTERED

March 16th, 1945.

William P. Kapak, Esq., LL.B.,
Barrister and Solicitor,
P.O. Box 219,
Nelson, B. C.

Dear Sir:

Re: Denzo KAMO
Near Canyon, B. C.
Lot 116, D.L. 812, Plan 730-C

We are in receipt of your letter of the 12th instant and in reply we are enclosing herewith, for your information, copy of a letter dated March 16th 1944, which we received from Mr. H. Rohl, tenant of the above-mentioned property.

We wrote Mr. Rohl on March 24th 1944, and advised him specifically that his rental arrangement was to be on a month-to-month basis. This property has now been sold and it is, therefore, desirable that you send the monthly rent to the purchaser, Mr. J. R. Cole, c/o Mr. E. A. Fowlie, Creston, B. C.

We are accordingly returning herewith the money order for \$16.00 which you forwarded to us with your letter.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS
Encl. (2).

13998

December 5th, 1944

Mr. R. A. Fowle,
Creston, B.C.

Re: Catalogue No. 536
Mr. Canyon, B.C.
Lot 116, Sec. 812, Map 730-C.

Dear Sir:

This will acknowledge receipt of your letter of November 27th, in which you enclose your cheque for \$250.00, being the full amount of the down payment for the above property, the balance payable half yearly, payments being \$125.00, plus 5% interest per annum.

We note you wish this property to be purchased in the name of James Robert Gale, farmer, of Maple Creek, Saskatchewan.

As previously advised, an Agreement for Sale will be prepared and forwarded to you in order that you may arrange to have your client attach his signature, after which kindly return all copies at as early a date as possible in order that the documents may be forwarded to Ottawa with our recommendation for acceptance. If accepted, adjustments will be calculated as of the date of this letter.

Yours truly,

F. G. Shears,
Director.



13998

November 21, 1944.

Mr. E. A. Fowlie,
Creston, B. C.

Dear Sir:

Re: Catalogue No. 626
Near Canyon, B. C.
Lot 116, Sec. 812, Map 730-C

Your letter of October 19th has been received, enclosing cheque for \$150.00 and offering to purchase the above property for the sum of \$1,500.00, the terms to be as follows: \$1,000.00 cash and the balance within a two year period with interest at 5% per annum.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the down payment, namely, \$850.00.

We refer you to our letter of October 19th. The balance must be paid in either monthly, quarterly or half-yearly instalments. Kindly advise which is satisfactory to your client.

Please supply the full name, address and occupation of the person in whose name this property is to be purchased. Upon receipt of this information, an Agreement for Sale will be prepared. This will be forwarded to you in order that you may arrange to have your client attach his signature, after which, kindly return all copies at as early a date as possible in order that the documents may be forwarded to the Secretary of State at Ottawa. If our recommendation is acted upon they will be signed and returned to this office.

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

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

We wish to call your attention to a registered charge subject to the Exceptions and Reservations contained in the conveyance from the Kaslo and Slocan Railway Company. D.D. 8154, and the easement relating to water contained in the conveyance from Canyon City Lumber Company Limited to Thomas B. Martin et al. D.D. 15290. The purchase of the above property is subject to these charges.

Yours truly,

F. C. Shears,
Director.

[Handwritten signature]
65423

File No. 17995

March 23rd, 1944.

MEMORANDUM

TO: Mrs. A. G. McArthur

FROM: Mr. W. J. Johnston

Re: Valuator for property
at Canyon, B. C.

I am attaching hereto copies of letters received from Creston Agencies, Creston, B. C. and from Mr. H. Bohl, in connection with the undermentioned property, particulars of which are as follows:

1. Sales Agent:

Creston Agencies; W. J. Scott, Manager.

2. Description:

Lot 115 of Lot 612, Kootenay District,
Plan 730-C

Registered subject to the Exceptions and Reservations contained in the conveyance from the Kaele and Slocan Railway Company, D.D. 5154, and the easement relating to water contained in the conveyance from Canyon City Lumber Company Limited to Thomas B. Martin et al. D.D. 15290.

3. Location:

Near Canyon, B. C. Canyon is 5 miles East of Creston, B. C.

4. Assessment (1944):

Land: \$800.00 (10 acres)

Improvements: \$500.00 (dwelling and out-houses)

5. Tenancy:

Rented to Mr. H. Bohl on month-to-month basis at \$8.00 monthly.

6. Chattels or Equipment:

Mr. Danso KAMO declared several articles left locked in a room in Canyon. The

Over

WJL/MS
Enc.

\$600.00 on dwelling.

7. Insurance:

Insurance Mr. Noyl, however, stated in his letter that they
are not on the premises.

WJL/MS

WJL/MS

Catalogue No. 626
Br. Canyon, D. C.
116/812/730-C

Dale

EVACUATION SECTION	
Rec'd	APR 18 1945
File No.	13998
Ans.	✓
Referred	Peters

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

Dated at Maple Creek this 16 day of April 1945.

Signed J. R. Dale

Return to the Custodian

26th January, 1945.

REAL PROPERTY MEMORANDUM

FILE NO: 13998

NAME: Denzo KANO

CATALOGUE NO: 626

Re: Dwelling & outbuildings situated near Canyon, B.C.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: Lot 116 of Lot 812, Kootenay District, Plan 730-G.

Encumbrances: None

Taxes: \$19.20 for 1944 paid - no arrears or consolidated.

Vested: 17207

VALUATION BY APPRAISER: \$1,500.00

AMOUNT OF BID: \$1,500.00

APPROVED BY ADVISORY COMMITTEE: October 20, 1944.

AMOUNT RECEIVED BY CUSTODIAN: \$1,000.00 - Balance of \$500.00 to be paid in four half yearly payments of \$125.00 plus interest at 5% per annum - the first of such payments to be made on the 5th day of January, 1945. See attached Agreement for sale signed by the purchaser.

NAME OF PURCHASER: James Robert Cole

K.W. WRIGHT

KWW/DG
Attache

THIS AGREEMENT made this 5th day of December A.D. 1944,
BETWEEN

THE HONOURABLE THE SECRETARY OF STATE OF CANADA,
 acting in his capacity as Custodian under the
 Revised Regulations Respecting Trading With The
 Enemy (1943),

Hereinafter referred to as the
CUSTODIAN OF THE FIRST PART

AND

*British Columbia
 Maple Creek Land*

JAMES ROBERT COLE, Farmer,
 of Maple Creek, in the Province of Saskatchewan.

Hereinafter referred to as the
PURCHASER OF THE SECOND PART

WHEREAS the Custodian under and by virtue of Order-in-Council
 No. P.C. 1665 of 1942 and amendments thereto including P.C. 2483 of
 1942 and No. 469 of 1943 and of the applicable provisions of the Revised
 Regulations Respecting Trading With The Enemy (1943) has been vested
 with all the right, title and interest formerly held by DENZO KAMO,
 a person of the Japanese race, in the property hereinafter described;

AND WHEREAS the Custodian has agreed to sell the Purchaser and
 the Purchaser has agreed to purchase the property hereinafter described
 subject to the terms and conditions hereinafter contained;

WITNESSETH that in consideration of the premises and of the
 mutual stipulations the parties hereto do mutually agree as follows:

1. The Custodian agrees to sell to the Purchaser and the Purchaser
 agrees to purchase from the Custodian the lands and hereditaments herein-
 after mentioned, subject to the Exceptions and Reservations contained
 in the conveyance from the Kaslo and Slocan Railway Company. D.D. 8154,
 and the easement relating to water contained in the conveyance from Canyon
 City Lumber Company Limited to Thomas B. Martin et al. D.D. 15290, that
 is to say:- ALL AND SINGULAR that certain parcel or tract of land and
 premises situate, lying and being in the Province of British Columbia, more
 particularly known and described as Lot One Hundred and Sixteen (116) of
 Lot Eight Hundred and Twelve (812) Kootenay District, Plan Seven Hundred
 and Thirty (730)-C TOGETHER with all the privileges and appurtenances
 thereto belonging at or for the price of One Thousand Five Hundred (\$1,500.00)
 Dollars, payable in the manner and on the days and times hereinafter mentioned,
 that is to say:-

The sum of One Thousand (\$1,000.00) Dollars on the execution and delivery of this Agreement (receipt whereof is hereby acknowledged) which sum so paid down is paid as a deposit on the said lands, and the balance being the sum of Five Hundred (\$500.00) Dollars as follows, that is to say:

The balance payable at the rate of One Hundred and Twenty-five (\$125.00) Dollars within a two year period together with interest at five per cent (5%) per annum. The first payment of One Hundred and Twenty-five (\$125.00) Dollars together with interest at five per cent (5%) to be made on the 5th day of January, 1945, and One Hundred and Twenty-five (\$125.00) Dollars together with interest at five per cent (5%) to be made on 5th days of July, 1945, and January and July, 1946.

2. The Purchaser covenants with the Custodian:-

(a) To pay and cause to be paid to the Custodian the said purchase price at the time and in the manner above mentioned.

(b) To pay and discharge all taxes, rates, special rates and all other assessments wherever the said land may be rated or charged from the Fifth day of December, 1944.

(c) To forthwith insure, and during the continuance of this Agreement keep insured, against loss and damage by fire and tempest each and every building now or hereafter erected on the said lands in their full insurable value in some insurance company to be approved of by the Custodian, and will not do or suffer anything to be done whereby the policy or policies of insurance may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due and will assign and deliver over unto the said Custodian the policy or policies of insurance and the receipt or receipts thereto appertaining, and that if the Purchaser shall neglect to keep the said buildings or any of them insured as aforesaid, or pay the said premiums or deliver such receipts, then it shall be lawful for the said Custodian to insure said buildings in the manner aforesaid and all moneys so expended together with all costs and expenses incurred in connection therewith as between solicitor and client shall be deemed to be secured hereby and charged upon the said lands and shall, with interest at the rate aforesaid calculated from the time or times of advancing the same, be repaid by the Purchaser to the Custodian on demand. Evidence of the renewal of such insurance shall be produced to the Custodian at least three days before the insurance then existing shall expire, otherwise the Custodian may insure of

above provided.

AND that all moneys received by virtue of any policy or policies may, at the option of the Custodian, either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said premises, or in or toward payment of the last instalment of principal falling due under and by virtue of these presents, and in case of a surplus in or toward payment of the instalment next preceding in point of time of payment and so on until the whole of the principal hereunder shall be paid, and in case of a surplus then in or toward payment of the interest.

AND that forthwith on the happening of any loss or damage by fire or tempest the Purchaser will at his own expense furnish all the necessary proofs and do all necessary acts to enable the Custodian to obtain payment of the insurance moneys.

3. Upon payment of the balance of the purchase moneys the Custodian hereby agrees to convey and assure, or cause to be conveyed and assured to the Purchaser by good and sufficient deed in fee simple the said parcel of land above described with the appurtenances thereto belonging or appertaining, **FREED AND DISCHARGED FROM ENCUMBRANCE** but in a form omitting any covenant by the Custodian, and subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant from the Crown.

4. The Parties do mutually agree:-

To do all things reasonably necessary to permit the completion of the purchase within a reasonable time, and the term "completion of purchase" shall be deemed the delivery of a registerable conveyance in the form herein provided.

5. In the event of the Custodian being unable to produce a good title to the said land at or before the time for completion of the purchase the Purchaser shall have the option (to be declared in writing addressed to the Custodian, Royal Bank Building, 675 West Hastings Street, Vancouver, B. C.) of rescinding this Agreement but prior to the completion of the purchase the Custodian shall not be liable other than for the return of the purchase moneys actually received by him. Upon

completion of the purchase the liability of the Custodian under any warranty shall cease.

IN WITNESS WHEREOF the said Party of the First Part acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) has executed these presents by his Assistant Deputy and the Party of the Second Part has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

Assistant Deputy Custodian

SIGNED, SEALED AND DELIVERED)

in the presence of:

Glenn Bartick

As to JAMES ROBERT COLE

J R Cole

AFIDAVIT OF EVIDENCE

PROVINCE OF ONTARIO)
TO WIT }

I, _____ of the
of _____, in the Province of Ontario,
make oath and say:

1. I was personally present and did see the within instrument
duly signed and executed by _____, the party thereto,
for the purposes named therein.

2. The said instrument was executed at

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

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

Sworn before me at _____
in the Province of Ontario,
this day of _____, 1944.

A Notary Public in and for the Province
of Ontario.

AFFIDAVIT OF WITNESS

PROVINCE OF SASKATCHEWAN }
TO WIT:

1. *Claire Bortnick* of the Town
of *Maple Creek*, in the Province of Saskatchewan,
make oath and say:

1. I was personally present and did see the within instrument
duly signed and executed by JAMES ROBERT COLE, the party thereto,
for the purposes named therein.

2. The said instrument was executed at *Maple Creek, Sask*

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

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

Sworn before me at *Maple Creek*

in the Province of Saskatchewan,

this 18 day of *January*, 1945

W. Thompson

A Notary Public in and for the Province
of Saskatchewan.

Claire Bortnick

File No. 13998.
Catalogue No. 626.

September 27th, 1946.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Denso KAMO
Blk. 116 of Lot 812, Kootenay
District, Plan 730-C.

With reference to the above property which was recorded in the Nelson Land Registry Office, August 3rd, 1946, we attach herewith the following documents in connection therewith.

1. Copy of application number 66382-I, dated July 31st, 1946, registering the property in the name of James Robert Cole (Deed).
2. Duplicate of Deed dated July 22nd, 1946 - Secretary of State to James Robert Cole.
3. Certificate of Indefeasible Title number 66382-I, dated September 20th, 1946, covering the above property in the name of James Robert Cole.

A. A. Cramer

DAC:JS

Atch. - Deed application.
- Duplicate Deed.
- Cert. of Title No. 66382-I.

File No. 13998.
Catalogue No. 626.

April 2nd, 1945.

MEMORANDUM

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

Dense KAND
Lot 116 of Lot 812,
Kentucky Dist., Plan 730-G.

With reference to the above property which was recorded in the Nelson Land Registry Office, March 3rd, 1945, we attach herewith the following documents in connection therewith.

1. Copy of application number 60251-I, dated February 27th, 1945, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 27936-D, dated February 27th, 1945, registering Agreement For Sale to James Robert Cole.
3. Duplicate of Transmission dated February 4th, 1945.
4. Duplicates (2) of Agreement for Sale dated December 5th, 1944.
5. Post card acknowledgment dated March 26th, 1945, stating registration of the above documents has been completed. Agreement for Sale under number 27936-D.

D. A. Cramer

DAC:JS
Atch.

File No. 13998.
Catalogue No. 626.

January 25th, 1945.

MEMORANDUM

TO: Mr. E.W. Wright

FROM: Mr. Ian Macpherson

Dense KAMO - Reg. No. 12912
Lot 116 of Lot 812, Kootenay
District, Plan T30-C.
Certificate of Vesting No. 17207.

We attach herewith the following documents in connection with the sale of the above described property.

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

Certificate of Indefeasible Title No. 18243-I is in the owner's possession.

Ian Macpherson

IMM
Atch.

File No. 13998

November 7, 1946.

PERSONAL PROPERTY SUMMARY

Re: (Mr) Denzo Kamo
Registration No. 12912

Chattels: Mr. Denzo Kamo declared a considerable quantity of farm equipment and effects but on April 8, 1944, in reply to our letter regarding same, he wrote us as follows:
"I wish to inform you that when I left Canyon, I owed Mr. Rohl (the tenant) a sum of money. I squared this debt up by releasing this equipment to him."
"I wish to advise you that I have no belongings other than the land and the buildings at Canyon."
The above confirms a letter dated March 27, 1944, written by Mr. Rohl which reads in part as follows:
"Mr. Kamo did have some things stored here but he sold them when I moved on the place but there is nothing here now."

Horses, Livestock and other Animals, Poultry and Pets:

Mr. Kamo declared, in his JP Form, as follows:
"Sold all before we moved out."

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

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

.....
Administration Department.

WJJ/HMS

REG. NO. 12912		NAME RAMO, Denso		FILE NO. 13778	
ASSURED THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian.					
COMPANY Milwaukee Mechanics' Insurance Company	POLICY NO. 17040	AMOUNT \$600.00	PREMIUM \$9.00	RATE A.50	TERM 3 Yr.
PROPERTY INSURED \$600.00 on the 1 story, frame, composition roofed dwelling.			EXPIRATION Feb. 6, 1946		
LOCATION No. 730C, Block 116, D.L. 812, W. side of Public Road, Village of Canyon, B. C.		LOSS PAYABLE Assured		INSURANCE AGENT Parsons, Brown Ltd.	RENTAL AGENT
REMARKS <i>Sold under agreement for sale to Col - 17/3/45</i>					

6
2/19/45

1943

Kamo, Denzo

13998

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Milwaukee Mechanics Insurance Company	17040	\$600.00	Feb.	8	1946	Map 730C, Hk. 116, D.L. 612, Public Road, Village of Canyon

Mr. Denzo Kamo declared in his JP Form as follows: "Insurance of \$600.00 taken out at Creston, B. C. Insurance at Canyon."

Mr. Kamo, however, did not state where the Policy was located so we wrote Creston Agencies in an effort to locate same and they replied as follows: "-----would advise that during last year we took over insurance business of the late Chas. Davis and among the policies in force we find one covering a dwelling house of Dick Kamo of Canyon, B. C. The Policy is for \$600.00 and is for three years expiring on 8th February, 1946. The Policy is No. 17040 in the Milwaukee Mechanics Insurance Co."

Creston Agencies advised us that they were not in possession of the above Policy but we subsequently ascertained that Messrs. Parsons, Brown and Company had same in their office in Vancouver and they sent us a copy with Endorsement attached making The Secretary of State the Insured.

A copy of this Policy with Agreement for Sale endorsement attached, covering the interests of the Vendor and the Vendee, J. R. Cole, was forwarded to the last-mentioned, together with copy of Agreement for Sale with our letter of April 5, 1945.

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

.....
Administration Department.

WJJ/HMS
November 6, 1946.

File No. 1793

November 6th 1944.

LIABILITIES SUMMARY

Re: (Mr) Denzo Kamo
Registration No. 12912

Mr. Denzo Kamo did not declare in his JP Form dated March 13, 1943, any debts, personal or otherwise, as being owed by him. He stated in a letter of the same date in which he forwarded said forms, that he had received "1 year rent payment awhile before, it had to be used for paying debts and bills." (Note: one year's rent was \$100.00).

Also, in his JP Form he declared a considerable quantity of farm equipment and effects which he stated were all sold before he moved out.

In a letter dated April 8, 1944, however, he wrote as follows:
"I have your letter of March 23 re declaration of equipment left at Canyon.
"I wish to inform you that when I left Canyon, I owed Mr. Kohl (the tenant) a sum of money. I squared this debt up by releasing this equipment to him.
"I wish to advise you that I have no belongings other than the land and the buildings at Canyon."

No claims were filed against Mr. Kamo and he did not declare any monies owing to him.

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

.....
Administration Department.

631/113

REAL PROPERTY SUMMARY

EXHIBIT No. 1130-C
DATE 007 1 4 1948
FILLED BY K. A. Christie
File No. 13998

Catalogue No. 626

Japanese Name: (Mr) Denzo KAMO

Reg. No. 12912

Civic Address: Near Canyon, B. C.

Legal Description: Lot 116 of Lot 812, Kootenay District, Plan 730-C
Registered subject to the Exceptions and Reservations
contained in the conveyance from the Kaslo and Slocan
Railway Company. D.D. 8154, and the easement relating
to water contained in the conveyance from Canyon City
Lumber Company Limited to Thomas B. Martin et.al. D.D.
15290.

Classification: Dwelling and outbuildings.

S O L D

Registered in the name of: Denzo Kamo

State of Title: Clear, other than above-mentioned Exceptions, Reservations
and Easement.

Sold to James Robert Cole, farmer, of Maple Creek, Saskatchewan, for the
sum of \$1,500.00, payable, \$1,000.00 cash and balance of \$500.00 in half
yearly payments of \$125.00 plus interest at 5% per annum. Date of sale:
December 5, 1944. Mr. Cole was advised of above registered charges in
our letter dated November 21, 1944.

Title: delivered by registered mail to the new registered owner, Mr. James
Robert Cole, P.O. Box 411, Maple Creek, Sask., with letter dated October 2,
1946.

Funds derived from above sale released to credit of Denzo Kamo, Registration
No. 12912, File No. 13998, as follows:

Down payment of \$1,000.00 on April 5, 1945

Final payment under Agreement for Sale on July 29, 1946.

Insurance: Transferred to purchaser

Chattels: Not involved.

ADMINISTRATION:

Mr. Denzo Kamo, in his JP Form dated March 13, 1943, declared owning in
Canyon, B. C.: "10 acres with 170 young and old fruit trees, 5 buildings; 2
acres raspberries and few strawberries. 3 1/2 acres of alfalfa; is flat and part
uncleared; no water." Under "buildings and other improvements" he declared:
"1 house, 1 big shed, 1 hay shed, 1 chicken house, 1 barn."

Mr. Kamo declared he "owned the place for 24 years". He and his family
occupied the premises up to the time of Evacuation and then made a one year
lease with Mr. H. Rohl, who remained the tenant until the property was sold.
The rent charged was \$8.00 per month and Mr. Kamo acknowledged in his JP Form
that he had been paid for the year ending February 15, 1944. Later, in a letter,

P.T.O.

REAL PROPERTY SUMMARY CONTINUED

Catalogue No. 626

(2)

File No. 13998

he stated this money was used to pay debts and bills.

Mr. Kamo further declared that he was carrying \$600.00 Insurance on the Real Property. Also, that a large quantity of personal property, including farm implements, was locked up in a room but had been sold before he moved out. These effects, were included in our Catalogue, but as Mr. Kamo advised us that he gave them to Mr. Rohl in payment of a debt they were released to him. Mr. E. A. Fowlie, who acted for the purchaser, J. R. Cole, was notified that said effects did not form part of the sale.

We wrote Mr. Rohl regarding the rent he had paid and he replied as follows: "— I have been paying the rent to Mr. Kamo which has been paid up to September 1944, and up until now I have not been notified otherwise. Please let me know what to do."

Mr. Kamo confirmed the amount of rent paid by Mr. Rohl and sent us a cheque for \$50.00, which amount he had recently received from him. These funds were credited to his account. We wrote Mr. Rohl and advised him to pay all future rents to this Office and requested him to send us a report on the property.

His report on the property was similar to that given in Mr. Kamo's JP Form. He stated Mr. Kamo authorized him to build a chimney and take the cost out of the rent money but we advised him to send the rent to us and we would pay the account. This he did and, after verifying the matter with Mr. Kamo, we forwarded out cheque to Mr. Rohl for the sum of \$15.00 in payment of labour and material.

Creston Agencies, Creston, B. C., accepted appointment of their firm as our agents in letter dated March 18, 1944. We ascertained from them that they had record of the Insurance Policy covering this property. They stated it was a 3 year policy for \$600.00, expiring on February 8, 1946, but they were unable to locate the Policy in their office.

The rents received from this property were sufficient to pay the carrying charges.

Mr. Rohl, the tenant, offered \$1,000.00 for this property and later sent in a revised offer through Creston Agencies. In the interim period, between above two offers, Mr. E. A. Fowlie sent in an offer of \$1,500.00 on behalf of Mr. J. R. Cole which was accepted.

The commission on this sale was sent to Mr. Fowlie in error, instead of to our named agent, Creston Agencies. Mr. Fowlie failed to respond to our request to share the commission and in order to satisfactorily conclude the matter we paid Creston Agencies one-half of the amount of the commission, viz. \$30.50 and charged same to Administration Expenses.

Mr. Fowlie wrote us requesting that we give the tenant notice to vacate the property, but we replied that the onus in this connection rests with the purchaser.

The tenant, Mr. Rohl, appealed to a lawyer, Mr. N. P. Kapak of Nelson, B. C., for assistance in connection with having his tenancy recognized as a yearly one with the rent payable semi-annually.

In reply to Mr. Kapak's letter we wrote him under date of March 16, 1945, as follows: "We wrote Mr. Rohl on March 24, 1944, and advised him

P.T.O.

REAL PROPERTY SUMMARY CONTINUED

Catalogue No. 626

(3)

File No. 13998

specifically that his rental arrangement was to be on a month-to-month basis. This property has now been sold and it is, therefore, desirable that you send the monthly rent to the purchaser, Mr. J. R. Cole, c/o Mr. E. A. Fowle, Creston, B. C. We are accordingly returning herewith the money order for \$16.00, which you forwarded to us with your letter."

We then wrote to Mr. Fowle under date of March 20, 1945, enclosing the following correspondence: (1) copy of Mr. Kapak's letter dated March 12, 1945. (2) Copy of our letter in reply dated March 16, 1945. (3) copy of Mr. Rohl's letter dated March 16, 1944. (4) copy of our letter to Mr. Rohl dated February 16, 1945, and we have heard nothing further regarding the above matter since that time.

+ Mr. J. R. Cole paid \$1,500.00 for this property which is the same as Mr. Fowle's Valuation.

The Agreement for Sale dated December 5, 1944, was registered at the Land Registry Office in Nelson, B. C., on March 3, 1945; Deed of Land was filed on August 3, 1946, under No. 66382 and Certificate of Title No. 66382-I in the name of James Robert Cole was forwarded to him by registered mail with our letter dated October 21, 1946.

Completed statements regarding the sale of his property were forwarded to Mr. Kamo with our letter dated April 19, 1945.

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

[Signature]
.....
Administration Department.

WJJ/HMS
November 6, 1946.

STATEMENT RE SALE OF:

Catalogue No: 626

Street Address: Canyon, B.C.

Legal Description: 116/812/730C.

Name: KMSO, Denso

File No: 13996

Reg. No. 12912

Date of Sale and Adjustments December 5, 1944.....

Sale Price \$1500.00 (Agreement \$500.00) Cash \$ 1000.00

Real Estate Agents Commission \$ 75.00

Charge for Valuation 5.00

Charge for Advertising 4.00

Land Registry Office Transmission Fee 6.25

Encumbrances:

~~Unpaid Vendor~~

~~Mortgage~~

~~Heirs of Vendor~~

~~Other Charges~~

Adjustments:

Fire Insurance

3.54

Taxes

1.37

~~Other~~

90.25

1004.91

Net Proceeds credited to your account
as of December 5, 1944

914.66

April 17, 1945.

Date:.....

George Peters.

Compiled by:.....

File No. 13998
Reg. No. 12912

Dense KAMU

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 June 3	Land Registry Office - Certificate of Encumbrance	\$ 1.00	\$	
1944 March 22	Rents collected		50.00	
June 27	Taxes 1944	39.60		
September 25	Work on chimney	15.00		
November 22	Telegrams to Creston	1.35		
December 5	Balance rents to date		31.29	
	Credit re Sale of Property		914.66	
1945 July 9	Payments under Agreement for Sale \$250.00 & Int \$11.42		261.42	
1946 July 16	Balance under Agreement for Sale \$250.00 & Int \$9.40		259.40	
October 31	Cheque to you	1,459.82		
		<u>\$1,516.77</u>	<u>\$1,516.77</u>	

HTL

Accounting Department
August 5th, 1948

Catalogue No. 626
File No. 13798
Nr. Canyon, B.C.
Lot 116, Lot 812, Map 730-C

April 4th, 1945

JAMES ROBERT COLE

(purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at December 31st 1944)

	DEBIT	CREDIT
Purchase price	\$1500.00	
Cheques received		1000.00
Agreement for Sale		500.00
<u>Amount of rent collected</u>		
December 5th to December 31st, 26/31 x 8.00		6.71
January 1st to January 31st		8.00
February 1st to February 14th		4.00
Registration fees on agreement	3.50	
Insurance premium - 39.3% x 9.00	3.54	
Purchaser's proportion of 1944 taxes 26/365 x 19.20	1.37	
Balance owing to purchaser	10.30	
	<u>\$1518.71</u>	<u>1518.71</u>

BALANCE OWING TO PURCHASER - \$10.30

Demo Memo

File No. 13998
Reg. No. 12912

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 June 3	Land Registry Office - Certificate of Encumbrance	\$ 1.00		
1944 March 22	On account rent for 1944		50.00	
June 27	Taxes 1943-44	39.60		
November 22	Telegram to Creston installing chimney	.78 15.00		
December 5	Balance rents to date			31.29
	Credit re Sale of Property		914.66	
1945 January 24	Payment on Agreement for Sale \$125.00, Int \$2.12		127.12	
		\$ 56.38	\$1,123.07	

GR. \$ 1,066.69

Name of Claimant **KAMO, Denise**
Custodian File **13998**

Case **1125**

<u>REAL PROPERTY</u>										
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		
		1500.		75.00 12.50						237.50
<u>PERSONAL PROPERTY</u>										
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			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										237.50

15798

December 15, 1950.

REGISTERED MAIL

Messrs. Raymond & Hensberger,
Barristers & Solicitors,
Federal Building,
Room 807,
85 Richmond St. W.,
Toronto 1, Ont.

Dear Sirs:

Re: Japanese Property Claims Commission
Case 1125 - Denso KANO

We thank you for your letter of December 12th
enclosing completed Release covering the award in the above
case for \$237.50.

We enclose herein cheque in favour of Denso KANO for
\$202.50 and also cheque for \$35.00 in your favour for legal
fees. Kindly acknowledge receipt.

Yours truly,

F.G. Shears,
Director.

FCS/GW
Encl.

Defence Brief

TORONTO
14 Oct. 48

Denzo K A M O

File No. 13998

Case No. 1125 /

REAL PROPERTY CLAIM

1. Real Property Claim

4000.00

Appraised at

1500.00

Sold for

1500.00

Witness: E. A. Fowle, Appraiser

Submission: Sold for fair market value.

Question of value only.

RWN/mw

D. Egan,
In sh.

document is produced for cross-examination. If it
is in the affidavits you do not need to bring it
out again.

MR. CHRISTIE: Perhaps I should file the
Certificate of Residency. It shows the title is
in the name of Dango Egan.

(CERTIFICATE OF RESIDENCE MARKED EXHIBIT 1)

MR. BUCKENBERG: Now, Creston is a good-sized
town?

A. Yes.

Q. About what population? A. 2000 to 3000.

Q. Now, then, was your farm fenced?

A. Yes.

Q. With rail or wire fencing? A. It was half
fenced with wire and half by wood pelling.

Q. Any inside fencing? A. Yes.

Q. When did you buy this farm; in what year?

A. 1924.

Q. How much did you pay for it then?

A. \$1000.

Q. And was it just highland then? A. Yes.

Q. Now, did you clear this? A. Yes.

Q. How much did you clear? A. All of it.

Q. And what did you grow on it?

A. Oh, fruit trees.

Q. Any small fruit? A. Yes.

Q. I think we have not that much in our
affidavits.

MR. CHRISTIE: May I suggest that in view of

D. Kane,
Ex. 125.

1 The fact that my friend has not filed the particulars
2 of pool estate on the usual form, that he file his
3 affidavit.

4 THE SUB-COMMISSIONER: Yes.

5 (AFFIDAVIT IN CLAIM OF D. KANE, MARKED
6 AS EXHIBIT NO. 8).

7 MR. SUB-COMMISSIONER: What was most of it under
8 cultivation for space from the orchard and the
9 small fruit? A. Vegetables.

10 Q. Did you have any alfalfa or hay?

11 A. Yes, I had some.

12 Q. How many acres? A. Three acres.

13 Q. And you made your living out of your fruits
14 and vegetables? A. Yes.

15 Q. And did you have any stock? A. I had some
16 cows and chickens.

17 Q. Did you sell cream? A. Yes.

18 Q. Where is the creamery? A. At Greenock.

19 Q. Now then, what buildings were on the land;
20 was there a house? A. I had my own house and a
21 shed --

22 Q. Just the house first. What size was the
23 house? A. 25 x 35; there were four rooms.

24 Q. Was it frame construction? A. Yes.

25 Q. What was it lined with? A. It was lined
26 with paper inside.

27 Q. Was it lined with wood or all -- tongue
28 and grooved lumber? A. There was wood and paper
29 over it.

30 Q. Now then, what other buildings were there;

Q. Now,
in 1937.

Q. Was there a house? A. Yes.

Q. And how big was it? A. 12 x 20.

Q. When was it built? A. 1935.

Q. How much did it cost you? A. I was not
personally involved but in the neighborhood of \$400.

Q. Did you pay material -- did you do your
own work? A. I did.

Q. Was there a chicken house? A. Yes.

Q. How big was it? A. 12 x 20.

Q. And when was it built? A. I think it was
in 1935.

Q. What did it cost you for material?

A. About \$200.

Q. Did you do the work on it? A. Yes.

Q. Was there a machinery shed? A. That was
the shed I mentioned before.

Q. Were there any other buildings apart
from the barn and chicken house and the house?

A. There was a barn 20 x 20.

Q. Apart from the ones you first mentioned?

A. A hay shed.

Q. What is the size of the hay shed?

A. 12 x 14. There was also a place to put
things.

Q. What was it? A. 12 x 20.

Q. When was it built? A. 1935.

Q. Have you any idea how much it cost?

A. \$200.

Q. Did you have anyone on the property?

Q. Now,
in fact.

A. Yes, it was alone.

Q. Did you have electric light in your house?

A. Yes.

Q. And in any of the buildings? A. In the
house and in the chicken house.

Q. What type of wall was it? A. Light clay.

Q. And what about water?

A. I had no water on the property, and I had to
get it from my neighbors.

Q. Did the water come right to your property?
Did it come to your line fence? A. Yes, it came up
to my fence.

Q. Is there a fruit packing plant at Brimont?

A. Yes.

Q. Now, how far from your farm were stores,
churches, schools and a post office? A. Quite close,
about a quarter of a mile.

Q. I think you said you had stock, cows and
chickens -- how many of each would you have?

A. I had four cows and three calves.

Q. And chickens? A. I had 150 chickens.

EXHIBITATION BY MR. CHRISTIAN:

Q. I produce J.P. Form, here, dated 19th
of March, 1934; is that your signature? A. Yes.

Q. I am basing this on Exhibit 3.

(J.P. FORM MARKED EXHIBIT 3)

Q. Did you have any other occupation besides
that of a farmer? A. I was confined to my own
business.

Q. Now,
in 1944,

Q. Did he die in 1944? A. Yes.

Q. And that was just the income from the house?
A. The gross income was \$1,000 a year.

Q. After the expenses what did he have left?
A. I haven't calculated it out on that
basis. He doesn't pay himself anything.

Q. What did you calculate this house how old was it?

A. He built it.

Q. Of what type of lumber? A. It was fir -

lumber.

Q. Was the house in good? A. It was built

in good.

Q. And was the house painted? A. No.

Q. I assume the house never's painted if the
house was not painted? A. No.

Q. Now, I presume there's a letter dated

March 1944, 1944, addressed to the Department of

the Secretary of State, Office of the Custodian. Will

you look at that and tell me if that is your

signature? A. It is not my signature, it might be
my name.

Q. Will you look at signature, correct? A. Yes.

Q. Was that letter sent on your instructions?

A. I think that the contents that letter was
sent on my instructions.

Q. I understand this as Exhibit 5. It is a
letter dated March 1944, 1944, from B. B. B. and
for the purpose of the record I would like to
have this read into the record. It states:

D. Howe,
Ex. Ex.

"My land in Canyon, N.M., has no water on it and with the clay soil it is very dry. I have about 200 fruit trees -- 20 fifteen year olds, 100 five year olds and 100 two years old. These trees must have their surrounding soil turned over and must also be watered at least 3 times a summer or they will grow weak and rot. I have an old fence all around that land and it is not as strong as it was, and in the summer, when neighbouring ones are turned out they will push over that fence to feed on and kill the fruit trees as well as I were of misfortune."

Q. Then, in your claim you make a claim for \$5,000. Is that your valuation? A. In my own opinion it is slightly more, but I think \$4000. is a fair price and it is my own idea.

Q. Now, I understand that there was no chimney on the place when your tenant, Mr. Ruhl, took it? A. I was using a tin pipe.

Q. And you rented this place to Mr. Ruhl for \$2.00 a month? A. Yes.

Q. That is all, thank you.

RE-EXAMINATION BY MR. HENDERSON:

Q. Did Mr. Ruhl build a chimney before it was sold by the Government? A. I paid Ruhl for having it built.

MR. CHRISTIE: It is submitted that the property was sold at its fair market value, and I

Nov 26 1947

IN THE MATTER OF the Royal Commission
appointed to investigate the Claims of
Japanese evacuated from the Protected
Area of British Columbia in 1942.

AND IN THE MATTER of Order-in-Council
P.C. 1810 as amended by Order-in-Council
P.C. 3737.

AND IN THE MATTER OF DENZO KAMO
Registration Number 12912

Claimant

CLAIM

1. That Denso Kamo is a Japanese Citizen but a resident of Canada.
2. That the said Claimant resided until the time of his evacuation at Canyon in the Province of British Columbia.
3. THAT the said Claimant now resides at #352 Downsview Avenue, Downsview P.O., Ontario.
4. THAT at the time of his evacuation the said Claimant was the owner of certain lands and premises situate in Canyon in the Province of British Columbia and being described as Block 116, Map 730-C, D.L. 812. The said lands comprise 9.7 acres of which 8 acres are cleared and under cultivation. There is one acre of small fruits and there are 325 fruit trees. The said lands are completely fenced. There was erected upon the said lands the following buildings:-
 - 1 Four Room frame house;
 - 1 Barn, 20 feet by 32 feet;
 - 1 Chicken House, 18 feet by 34 feet;
 - 1 Machinery Shed, 20 feet by 32 feet.
5. That the said Claimant pursuant to regulations did declare in his registration that he owned the aforementioned lands and premises.
6. That the said Claimant was advised by the Department of the Secretary of State, Office of the Custodian, Evacuation Section, that the said property was sold by the Department for \$1500.00.

7. That the said Claimant under the Provisions of the aforementioned Commission claims the sum of \$2500.00 representing the difference between the sale price of the sale made by the said Department and the fair market value of the said property, as follows:-

Fair market value	\$4000.00	
Less amount of sale price.....	<u>1500.00</u>	\$2500.00

8. That as the herein mentioned Claimant now resides in the City of Toronto, in the Province of Ontario, he would wish to appear before the said commission in the said City of Toronto.

9. That the said Claimant will require an interpreter when appearing before the aforementioned Commission.

RAYMOND & HONSBERGER
807 Federal Bldg.,
Toronto, Ontario.

Solicitors for the Claimant.

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

Date: January 5, 1949.

M. E. LaBine