Name of Claimant URANO, Suezo Case 20

Custodian File 8781

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					1582		1686.58				1686.58

PERSONAL PROPERTY

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

NETS

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

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
176.50	83.00	24.90	47.02	150.00	70.53			95.43

TOTAL RECOMMENDATION	1782.01

CASE NO: 20.

JAPANESE PROPERTY CLAIMS COMMISSION.

Kamloops, B. C.,

December 12th, 1947.

IN THE MATTER OF THE CLAIM OF

SUEZO URANO.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 20.

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. BIRD, COMMISSIONER).

Kamloops, B. C.,

December 12th, 1947.

IN THE MATTER OF THE CLAIM OF

SUEZO URANO.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

J.A. MacLENNAN, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary.

G.N.R. UPTON, Esq., Official Interpreter.

T.P. HORROBIN, Esq., Official Reporter.

MR. MacLENNAN: My lord, the next case on the list is Suezo Urano, No. 26, on the list. This will be Case No. 20.

My lord, I would like to apply to amend the claim by reducing the claim for personal chattels in accordance with list schedule "C" on the claim, striking out the amount of $1240.00, which was the value of the crop, and leaving Schedule "C" standing at $200.00.

THE COMMISSIONER: Oh yes, the farm products.

MR. MacLENNAN: Yes, my lord.

THE COMMISSIONER: That is striking off $1240.00.

MR. MacLENNAN: Striking off $1240.00, my lord. So that the claim for personal chattels will total $344.33.

THE COMMISSIONER: All right. I do not follow you there on the claim for personal chattels.

MR. MacLENNAN: The claim for personal chattels is $344.33.

THE COMMISSIONER: I do not see that.

MR. MacLENNAN: That would be the total, my lord, of the claim for personal chattels, taking $1240.00 off the present claim. Its total now is $1584.33, then that being amended our claim for personal chattels will be $93.50, $50.83, and the $200.00.

THE COMMISSIONER: All right, I see.

MR. MacLENNAN: It is $344.33.

SUEZO URANO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. MacLENNAN:

Q Mr. Urano, you were farming at the Coast before evacuation? A: Yes.

Q Your farm was near Port Mann?

A Yes.

Q And about six one-half miles from New Westminster?

A Yes.

Q When did you buy that farm?

A 1930, he thinks.

Q About 1930. Do you recall what you paid for it?

A $500.00.

Q Were there any buildings on it then?

A No, there was nothing there.

Q And since then --

THE COMMISSIONER: Wait a moment, please. What acreage?

MR. MacLENNAN: Q: How many acres there?

A He says he thinks about 27 acres.

MR. MacLENNAN: The farm appraisal report shows it as 27.23, my lord.

THE COMMISSIONER: Yes.

MR. MacLENNAN: Q: Now what building did you put up first? A: He built his own house first.

Q And when did you build that? As soon as you went there? A: About 1931.

Q And then did you build an addition to the house later on? A: Yes.

Q About when? A: He thinks about 1937.

Q I am showing you a photograph. Is that a photograph of the house you built?

A Yes.

Q And the building in the background, is that the chicken house? A: Yes, that is the chicken house.

MR. MacLENNAN: I tender that, my lord, as Exhibit No. 1.

(PHOTOGRAPH MARKED EXHIBIT NO. 1)

Q The back portion of the house shown in the photograph, was that built first or last?

A That was built at first at the beginning, that back part.

Q And then the high part in front was built in 1937? A: Yes.

Q What is your idea of the value of that house at the time of evacuation?

A $6500.00.

Q That is for both land and buildings? Is it?

A Yes.

Q Now what is your idea of the value of the house itself? A: Do you mean the house and the chicken house and the barn?

Q No, just the house.

A About two thousand dollars.

Q Did you have it insured?

A Yes.

Q You had the house insured for $1500.00 in 1941,

and the contents at $500.00, is that right?

A Yes.

Q I am producing to you Planet Assurance Company policy Numbered 54671. Is that the policy relating to the house and contents?

A Yes.

MR. MacLENNAN: I tender that, my lord, as Exhibit 2.

(INSURANCE POLICY MARKED EXHIBIT NO. 2).

Q What else did you build on the place?

A He built a large barn.

Q What is your idea of the value of the barn?

A $200.00, less his own labour -- at least without his labour.

Q You mean not counting his own labour?

A Yes.

THE COMMISSIONER: That is the cost figure, is it?

MR. MacLENNAN: That is the cost figure that he estimates.

Q Did you build a pump house?

A Yes.

Q What do you figure the cost of that was, not counting your own labour?

A $80.00.

Q And a garage and dormitory?

A He says what do you mean by the dormitory?

THE COMMISSIONER: A bunkhouse.

MR. MacLENNAN: Q: A pickers' dormitory or pickers' house? A: He thinks about $200.00.

Q When was it built? A: 1934.

THE COMMISSIONER: Now, does that apply to all these small buildings, the barn, pumphouse, garage, and bunkhouse? Were they all built in 1934?

MR. MacLENNAN: No, my lord, I guess I overlooked that.

Q When was the barn built?

A 1937.

Q 1937. When was the pumphouse built?

A 1941.

Q Did you have a packing house built there?

A Yes.

Q When was that built? A: 1938.

Q What was the cost of that, not counting your own labour? A: About $120.00.

Q Was there a henhouse on the place?

A Yes.

Q When was it built?

THE COMMISSIONER: Is that in addition to the chicken house?

MR. MacLENNAN: No, my lord. I refer to it as a henhouse because I see the farm appraisal report refers to it as that.

A 1940.

Q Is that the henhouse which is shown in the photograph, Exhibit 1, behind the house?

A Yes.

Q That is the same thing, is it?

A Yes.

Q What is your estimate of the value of that henhouse? A: $1200.00.

Q Did you have it insured?

A Yes.

Q I am showing you a policy of the Planet Assurance Company of May 20th, 1942. Is that the insurance policy on the henhouse?

A That is so, yes.

MR. MacLENNAN: My lord, this policy is numbered 54686. It covers henhouse No. 1, 126 x 20, frame shingle, for a thousand dollars.

(INSURANCE POLICY MARKED EXHIBIT NO. 3).

Q And did you have any colony houses on the place for young chicks? A: Yes.

Q Where were those kept?

A They were kept in the fields.

Q And how many did you have?

A Three.

Q And what is the size of them?

A Ten by twelve.

Q Ten by twelve, that is ten feet long?

A No, the other way around.

Q How high? A: About five feet high.

Q Five foot high and ten by twelve, is that right? What is your idea of the cost of that, not counting your own labour?

A Each one was $15.00.

Q Does that include your labour, or is that apart from your own labour?

A Yes, that is with his labour.

Q I beg your pardon? A: That is with

his labour.

Q With your labour. How much material was in this? What was the material worth?

THE COMMISSIONER: Is there any purpose in going into that?

MR. MacLENNAN: Possibly not, my lord.

A He says about ten dollars.

Q Mr. Urano, you have placed a value on the land and improvements at $6,500.00?

A Yes.

Q How did you arrive at that figure?

A A person called Mr. Smith helped me, or valued it.

Q I am showing you a letter, Mr. Urano, dated the 13th November, 1947, addressed to "Dear Friend", and signed "W. Smith". Is that the Smith you refer to?

A Yes.

Q Did you receive that letter from Mr. Smith?

A Yes.

Q About the date of the letter which is around the middle of November, 1947?

A Yes.

Q Mr. Urano, you wrote to Mr. Smith because he had been a tenant at your place when you evacuated, is that right?

A Yes.

MR. MacLENNAN: My lord, the letter is this:

"Hoping this finds you all well. I wrote you last week to Magna Bay maybe

"it has been forwarded to you by this. 1st. I think the value of your place (land and buildings) at the time the Custodian took over would be about $6500.00. I was talking to the man who got your place last summer and he told me a real estate agent told him if he would sell he would get him $8000.00 for it. I would not doubt this as all places are a terrible price at present."

And then he goes on discussing the list from the Custodian which doesn't concern us here. I tender that as Exhibit 4, my lord.

THE COMMISSIONER: What is the date of it?

MR. MacLENNAN: November 13th, 1947, my lord.

(LETTER MARKED EXHIBIT NO. 4).

Q What did you do in connection with the land and the clearing of the land when you bought the place? A: He cleared the brush and then burned it.

Q And you cleared in all about nine acres, is that right? A: Do you mean at the commencement or all together?

Q Altogether? A: Ten acres.

Q Now, under cultivation at the time of the evacuation, what crops did you have?

A You want the kind of crop he had, or the amount he had in crop, he is asking.

Q Well, I may be able to get at it this way; how many acres of strawberries?

A Four acres.

Q What other crops did you have in?

A Raspberries.

Q How much of that? A: About three-quarters of an acre.

Q What else did you have in?

A Currants -- black currants.

Q About half an acre of them?

A A half acre.

Q You had some twelve fruit trees, did you?

A Yes.

Q How old were those?

MR. HUNTER: I am just trying to help, Mr. MacLennan. They are on the report here.

MR. MacLENNAN: Yes, but I want to check the report.

Q What were the fruit trees in production at the time? A: He says there was a good deal of early fruit -- early bearing fruit and a little of late bearing fruit. They were in production, in other words.

Q Were all the trees in production?

A He says of the late bearing fruit there was a little, but they were in production.

THE COMMISSIONER: Mr. MacLennan, I wonder if you would use the appraisal report and have him point out wherein the appraisal report is incorrect. I think it will shorten it up considerably.

MR. MacLENNAN: Q: Mr. Urano, this farm appraisal report says that you had twelve young fruit

trees, "these will soon be in production". What have you to say about that?

A There were five old trees.

Q I don't think it matters that much. All right. You had a list of chattels attached to your claim form? A: Yes.

Q The values which you have shown there as the actual values, how do you arrive at them? Is that the new price? or used price, or what?

A He put the cost price.

Q In what condition were those goods when you left them? A: He hasn't got the word "condition" in his mind.

THE COMMISSIONER: Q: Ask him how long ago he had bought them? A: He says he didn't buy them altogether.

MR. MacLENNAN: Q: We will pick out the sprayer. You have a sprayer here which you value at $25.00. A: Apparently there is another sprayer, is there?

Q You are only claiming for one sprayer, but you had more sprayers, is that so?

A Yes, he had some others.

Q Now the sprayer that you are claiming for, did it cost you $25.00?

A Yes.

THE COMMISSIONER: Q: When?

A 1939.

MR. MacLENNAN: Q: Now you are claiming for a Thresher. Your value is $7.50. When did you get

that? A: 1938.

Q And how was it? A: He doesn't understand.

Q How did he use the thresher?

A No, he hadn't used the thresher.

Q Was it in good condition or was it broken?

A It was good.

THE COMMISSIONER: Take one or two of the other large items, Mr. MacLennan, and you can take the rest as read.

MR. HUNTER: Well that is only a $7.50 item, my lord.

THE COMMISSIONER: Yes.

MR. MacLENNAN: I went into that because I wasn't clear that he meant the actual value as the cost value. It appears that is what he meant.

Q You are claiming for two dressers?

A That is a dressing table, is it?

Q Yes, you are claiming $25.00 for one. When did you get that?

A 1929.

Q And the other dresser you are claiming for?

A He bought it in 1941.

Q What did you pay for the one you bought in 1941?

A He thinks about $35.00.

Q Well, you are claiming $15.00 for one and $25.00 for another? A: He says that those are the prices that he paid for them when he bought them, irrespective of what he said just a few minutes ago.

Q All right, as long as we can get it clear.

Mr. Urano, you are claiming also in Schedule "C" for three brooders, pump, pipes and tanks, $200.00. When did you get the brooders -- just approximately? How many years before the evacuation? A: About 1939.

Q Do you know what you paid for the brooders?

A $38.50 each.

Q And you are claiming for pump, pipes and tanks. When did you get those?

A 1941.

Q What did you pay for those?

A $200.00 altogether.

Q What condition were the brooders, pump, pipe and tank at the time of evacuation?

A He says they were all still useable.

Q Were you using them up until the time you left?

A Yes.

Q Was there anything wrong with them?

A No. He said that there wasn't anything -- no damage to them.

MR. MacLENNAN: My lord, the only claim that has not been covered in full in the evidence is the claim for $50.83 refund in connection with taxes. Perhaps possibly my learned friend and I can work that out. He has indicated that his records show it has been refunded, but so far we have been unable to trace it.

THE COMMISSIONER: He paid the taxes before he evacuated?

MR. MacLENNAN: The tenant was supposed to pay the

taxes and the Custodian had Mr. Urano pay the taxes at one stage and arranged to collect the money back from the tenant. He did collect it from the tenant, but whether Urano has collected it remains to be seen.

THE COMMISSIONER: It is just a matter of accounting?

MR. HUNTER: It has been shown, my lord, in the statement forwarded to Mr. Urano. It is shown as 1943 taxes refunded by purchaser and then shows the balance outstanding and also the balance outstanding to the credit of this man still includes it. There is $318.49 outstanding to his credit.

MR. MacLENNAN: I didn't have a copy of that statement, my lord. Of course it was in the Custodian's file and I would like to check it.

THE COMMISSIONER: It will be available for you, I have no doubt. Have you any cross-examination, Mr. Hunter?

MR. MacLENNAN: My lord, there is just one other thing, possibly my friend and I can agree on it, from the Custodian's file there is an assessment from the Municipality of Surrey for 1943 in connection with this property, improvements $1200.00 and land $950.00.

MR. HUNTER: That is correct, my lord.

MR. MacLENNAN: And it was sold to the Director of Veterans Land Act for $1582.00, less a $3.00 registration fee, the net payable to the claimant being $1579.00.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Urano, will you describe your barn and its position? A: What do you wish to know, Mr. Hunter?

Q I wish to know its size and everything about it and where it is?

A It was 28 x 30 -- 28 x 30 x 11 feet high.

Q 28 x 30 x 11 feet high?

A And there was an upper storey in the barn.

Q Is that not the same as the garage and pickers' dormitory? A: You mean the upper storey?

Q No, the whole thing. A: He said the packing house and the barn were one, but the pickers' house was separate.

Q The packing house and barn were one. Oh, the stable was a lean-to against the packing house, is that correct?

A A stable?

Q A stable or a barn, put it that way. The barn was a lean-to against the packing house, isn't that correct? A: Yes.

Q Is it not true that the barn was only 14 feet x 18 feet? A: No. He said that is not right, it is 20 x 30.

THE COMMISSIONER: 28 x 30.

MR. HUNTER: Q: He said 28 x 30 before.

A 28 x 30? That was wrong, 20 x 30.

THE COMMISSIONER: Q: 20 x 30?

A 20 x 30, yes.

MR. HUNTER: Q: Is it not true that the packing house was the 20 x 30 building?

A The packing house and the stable were one, and they were 20 x 30.

MR. HUNTER: This gets worse and worse, my lord. I think possibly we can get the truth when we get some expert witness later, or a more accurate description.

Q Mr. Urano, I just want to confirm whether the information given by the appraiser is correct. I wouldlike to check the hen-house. It is lumber and the roof is of shakes, is that correct? A: Yes.

Q And it is sitting on blocks?

A Is that wood blocks?

Q It doesn't say. Ask him.

A It was on wood.

Q It was on wood? A: Yes.

Q It states here it was poorly constructed, is that so? A: No.

MR. MacLENNAN: I must say in fairness, my lord, my friend asked the question at my request.

MR. HUNTER: Q: It shows six point six acres of cultivated land, you stated 7. Would you say about 6.66 acres, or 6 and two-thirds acres is right and you are wrong, or do you still maintain you had 7 acres?

A He says he couldn't be certain on that. He said about 7 acres.

Q Now where were the pump and tank?

A They were close to the chicken house. They were standing close to the chicken house.

Q Where were they? What were they in? Were they in a building? A: The pump was in a house.

MR. HUNTER: My lord, it is submitted that the pump and tank were fixtures and went with the property.

THE COMMISSIONER: Well, it is rather confusing the way the claim is set up. It is made to appear the pump and tank have something to do with brooders, is that correct?

MR. MacLENNAN: That is my understanding.

THE COMMISSIONER: That is the way the claim is set up, "3 sets of brooders, complete with pump, pipes and tanks".

MR. MacLENNAN: Yes.

MR. HUNTER: Q: You sold your chickens to Mr. Smith?

A Yes.

Q Did you give him the use of your brooders?

A Yes.

Q What was the arrangement?

A He thought that he would be coming back so he let Smith have these to take care of them.

Q I see.

THE COMMISSIONER: What is this? The chicken house, is it?

MR. HUNTER: The brooders, my lord.

Q Did you ever declare to the Custodian these brooders? A: He doesn't think he did say anything to the Custodian.

Q Does he know whether those brooders are still there? A: No, he doesn't know.

Q He doesn't know? A: No.

Q Going back to the electric pump and the tank for the brooders, were they fastened in any way or were they just sitting on the ground?

A They were attached to the ground. Yes, they were attached to the ground.

Q How? Were they just spiked in the ground or anchored there, or how did he fasten them to the ground? A: They were attached from the wall up.

Q Where was the pump attached?

A The pump was at the side of the wall.

Q Was it affixed to wooden beams or concrete?

A It was attached to wood.

Q Did he have any other electric pump?

A No.

Q There was just one electric pump on his farm?

A Yes.

Q Did this electric pump supply water to his house?

A No, only the chicken house.

Q Would you ask Mr. Urano whether he ever received a copy of that statement (producing)?

A He says that he doesn't know, but a relative of his is here and he can't read and he would ask if he could show it to his relative. Would that be permissible?

MR. HUNTER: Would that be satisfactory, my lord?

THE COMMISSIONER: Yes, ask the other man to come up. You do not need to swear him.

MR. HUNTER: Q: I was asking Mr. Urano whether he received a copy of that statement? He said he couldn't read English but you would know. That was a copy of the statement sent in 1944 to Mr. Urano. Now, do you know whether he actually received it?

MR. MIASAKI: He didn't get the original of this copy, but I believe in regard to some other correspondence you have sent a duplicate similar to it.

Q I see. He asked for a copy?

MR. MIASAKI: He didn't ask for this particular copy, no, but in regard to his account he asked about some other matter. I don't remember what it was, but it is something like that.

THE COMMISSIONER: Was that on the back (indicating)?

MR. MIASAKI: No, this wasn't on the back.

THE COMMISSIONER: Perhaps we had better have this gentleman sworn. Are you through with Mr. Urano?

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

THE COMMISSIONER: Urano will stand down and we will swear this other gentleman.

(Witness aside)

CHARLES TAKAHIRO MIASAKI, a witness called on behalf of the Claimant, being first duly sworn, testified as follows:

THE COMMISSIONER: Q: You know Mr. Urano? You have

helped him on occasions in his dealings with the Custodian, is that correct?

A That is quite correct.

CROSS-EXAMINATION BY MR. HUNTER:

Q Do you know of your own knowledge whether Mr. Urano has received a statement from the Custodian? A: He received that (indicating).

Q I am asking whether he received a statement.

THE COMMISSIONER: You better describe the statement. A statement for what purpose?

MR. HUNTER: Q: A financial statement showing the moneys received by the Custodian on his behalf and how they are accounted for.

A Not a complete one, no.

Q When did he receive the one he did receive?

A I don't know.

Q You have never seen a statement that he has received? A: I believe there was one statement in which he was sent, together with a cheque, for a sum of $100.00, but we returned that to your office.

Q Not to my office. A: I mean to the Custodian's office.

Q Did you see that statement?

A Yes.

Q Do you know whether there is still a balance to the credit of Mr. Urano in that amount?

I don't think we are going to get very far with

this. We better call in our accountants.

THE COMMISSIONER: We will see what he has to say, in any case.

A Do I know if he has that credit to his account?

Q Right -- yes.

A No, I don't.

MR. HUNTER: If he could have identified it, I should have filed it now, but we will wait, my lord. That is all, thank you.

(Witness aside)

THE COMMISSIONER: That concludes this case, does it?

MR. HUNTER: Yes.

(PROCEEDINGS ADJOURNED SINE DIE)

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

T.P. Horrobin

"T.P. Horrobin"

Official Reporter.

Case 20 — Kamloops 86 NOV 25 1947 12th Dec. 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.

File 8781 Kamloops

ack

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

(1) NAME URANO, Suezo (RCMP) Reg. No. 12688
(Print) Surname Given Name

(2) Pre-Evacuation Address 130 Johnstone Rd., R.R.#3, New Westminster, B.C.

(3) Present Address Magna Bay, B.C. via Notch Hill.

(4) REAL ESTATE

(a) Street Address (if any) Municipality of SURREY
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Block"A" of the South half of Section 16 Block 5 North Range 1 West Map 5021 in the District of New Westminster

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

(i) Farm
(ii) ~~Residence~~ Type of business Mixed Farming
(iii) ~~Business~~
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Sole Owner

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

(i) Land - - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $6500.00
(v) Amount at which Custodian sold property and credited your account - - $1582.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 4918.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation 130 Johnstone Rd., R.R.#3, New Westminster, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) Dwelling and Garage & Farm help quarters combined Building.

(c) How stored or packed at time of evacuation Farm Implements in Farm -help quarter & Garage Bldg., Others in Dwelling.

(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") Mr. William SMITH

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

1.	List of Chattels and prices shown on	Estimated Value $	
2.	Schedule "A" hereto annexed.	Estimated Value $	93.50
3.		Estimated Value $	
4.	List of Chattels and prices shown on	Estimated Value $	
5.	Schedule "B" hereto annexed.	Estimated Value $	50.83
6.		Estimated Value $	
7.	List of Chattels and prices shown on	Estimated Value $	
8.	Schedule "C" hereto annexed.	Estimated Value $	1440.00
9.		Estimated Value $	
10.		Estimated Value $	

TOTAL CLAIM FOR PROPERTY LOSS $ 1584.33

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 6502.33

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

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

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

DOMINION OF CANADA,
Province of British Columbia, TO WIT:

I, Suezo Urano of the
of Magna Bay, in 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 Salmon Arm, in the Province of British Columbia, this 24th day of November, A.D., 1947, the same having been first read over and explained to him, and who appeared perfectly to understand the same and who signed his name in my presence.

Suezo Urano

Robert Fowler

A Commissioner for taking Affidavits within British Columbia.

Commissioner &c.

SWORN BEFORE A COMMISSIONER SHOULD BE MISSIONER, c/o THE OFFICE OF THE CUSTODIAN, E NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT IS FOR THE DELAY.

(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")

Mr. William SMITH

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

1.	List of Chattels and prices shown on	Estimated Value $
2.	Schedule "A" hereto annexed.	Estimated Value $ 93.50
3.		Estimated Value $
4.	List of Chattels and prices shown on	Estimated Value $
5.	Schedule "B" hereto annexed.	Estimated Value $ 50.83
6.		Estimated Value $
7.	List of Chattels and prices shown on	Estimated Value $
8.	Schedule "C" hereto annexed.	Estimated Value $ 1440.00
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 1584.33

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 6502.33

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

Kamloops, Salmon Arm Preffered

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

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

DOMINION OF CANADA)
Province of British)
Columbia, TO WIT:)

I, Suezo Urano of the
of Magna Bay, in 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 Salmon Arm,)
in the Province of British Columbia,) Suezo Urano
this 24th day of November,)
A.D. 1947.) A Commissioner &c.

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

Schedule "A"

Sworn before me this 24 day of November AD 1942

A Commissioner for taking Affidavits within British Columbia

Continuation of 5 (E) ;

Item and Quantity	Price Auctioned by Custodian	Actual Value
Chairs, 7	2.25	3.50
Wire, 2 coils	1.00	4.00
Folding Bed & Bed	.50	5.00
Harness	7.00	12.00
Bed Spring	3.50	7.00
Cross Cut Saw	1.00	2.00
Dresser	8.50	15.00
Dresser	13.00	25.00
Bed Complete	10.00	20.00
Door and Cabinet	4.00	10.00
Keg of Nails	1.75	5.50
Thresher	1.00	7.50
Duster	8.00	15.00
Sprayer	15.00	25.00
Pots and Pans	4.00	5.00
Boxes of Sundries, 3	2.50	15.00
	$83.00	$176.50

Total ~~less~~ Claim for loss on above items.....$ 93.50.

"Schedule B".

Refund of taxes on Real Estate sold, Jan. 1, 1943. $ 50.83

Sworn before me this 24 day of November AD 1943

A Commissioner for taking Affidavits within British Columbia

"C"

Schedule "C".

Three (3) Sets of Brooders complete with pump, pipes and tanks $ 200.00

1942 Farm Crops:

Strawberries	24 tons @ $ 120.00	$ 2880.00	
Rasberries	1 " @ 120.00	120.00	
Currants	½ " @ 200.00	100.00	
		3100.00	
Less operating expense	60%	1860.00	1240.00
			$ 1440.00
			200.

Sworn before me this 24 day of November A.D. 1947

A Commissioner for taking Affidavits within British Columbia

9850
5083
200 —
24433



EXHIBIT No. base 20-1

DATE 12-Dec. 1947

FILED BY

J. A. McKenzie

Exhibit. Case 20 – 1

EXHIBIT No. Case 20-2
DATE 12 Dec 1949
FILED BY J. A. McLennan

PLANET ASSURANCE COMPANY LIMITED

REGISTERED OFFICE
63 THREADNEEDLE ST.
LONDON, E.C.2

HEAD OFFICE FOR CANADA
SUN BUILDING
TORONTO

GUARANTEED BY THE SUN INSURANCE OFFICE LIMITED

AGENCY The K. C. Macgowan Co. Limited. POLICY No 54671

REPLACING
INTERIM RECEIPT NO.

REPLACING POLICY NO. 20016 ~~CANCELLED~~ EXPIRED

FROM NOON	TERM	TO NOON	SUM INSURED	RATE	PREMIUM
Dec. 12 19 41	3 Years	Dec. 12 19 44	$ 2,000.00	2.00%	$ 40.00

Whereas -------S. URANO----------

(hereinafter called the Insured) having undertaken to pay to the PLANET ASSURANCE COMPANY LIMITED (hereinafter called The Company) the amount of Premium above stated, The Company in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, and subject to the conditions and stipulations contained herein or endorsed hereon, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely

AGENT'S COPY
THIS CONTRACT
The K. C. MACGOWAN Co. Ltd.

FARM PROPERTY

On the following property owned by the Insured and occupied by Insured (Insured or Tenant) for farm purposes only, situate on Lot A, South ½ of ¼ Section 16, Block 5, N.R.W. Map 5021, in the Municipality of Surrey, in the Province of British Columbia.

Loss, if any, ~~on buildings~~ only payable to Assured.

subject nevertheless, to all the terms and conditions of this policy.

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount insured by this Policy
Item No.					
1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	22 x50	2	Frame	Shgles	$1500.00
2. On Household Contents as per clause hereunder.					500.00
3. On the building occupied as barn No.....on diagram and	x				
4. On Farm Produce only while contained therein.					
5. On the building occupied as barn No.....on diagram and	x				
6. On Farm Produce only while contained therein.					
7. On the building occupied as a granary No..... on diagram and	x				
8. On Farm Produce only while contained therein.					
9. On the building occupied as a.....No..... on diagram and	x				
10. On Farm Produce only while contained therein.					
11. On the building occupied as a.....No..... on diagram.	x				
12. On					

On the following property, while contained in any of the above-described buildings, or on the premises.

13. On vehicles, farm implements (excluding threshing machines and motor vehicles), tools utensils, harness and robes. (Not more than one mower and one reaper or binder covered under this item, and those covered are the newest and best on the farm.

14. On livestock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured.

Such vehicles, horses, livestock and farm produce as are insured under this policy are also covered against loss or damage by fire while en route to or from markets or stables.

The livestock is insured against lightning anywhere.

On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, only while contained in, on or attached to dwelling No. 1.

No insurance shall apply to the item or items opposite which no specific amount is inserted.

If the insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amounts set opposite each item.

$2000.00

Lightning and Electrical Current Clause:—See Statutory Conditions.

Threshing Machine:—No threshing operations by steam power are permitted within 25 feet of any of the buildings, unless special permit is granted.

EXHIBIT No. Case 20-Z
DATE 12 Dec 1949
FILED BY J. A. McLennan

PLANET ASSURANCE COMPANY LIMITED

REGISTERED OFFICE
63 THREADNEEDLE ST.
LONDON, E.C.2

HEAD OFFICE FOR CANADA
SUN BUILDING
TORONTO

GUARANTEED BY THE SUN INSURANCE OFFICE LIMITED

AGENCY The K. C. Macgowan Co. Limited

5.1671

Insurance Plan Reference Vol. Sheet n Block O No. p

In Witness Whereof, I, the Manager and duly authorized Attorney of the said Company in Canada, have hereunder set my hand, but this Policy shall not be valid until countersigned by an official or duly appointed agent of The Company.

Dated and Countersigned at New Westminster, B.C.

this 12th day of December 19 41.

THE K. C. MACGOWAN CO. LIMITED

Eunice E. Dandy
Agent

Robert Grant Sterling
MANAGER FOR CANADA

Examined.....

ALBERTA, BRITISH COLUMBIA
MANITOBA, NEW BRUNSWICK
NOVA SCOTIA, ONTARIO
SASKATCHEWAN

STATUTORY CONDITIONS

Misrepresentation **1.** If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

Form of Contract **2.** After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

Property Not Insured **3.** Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

Risks Not Covered **4.** Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

(*a*) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;

(*b*) for loss or damage caused by invasion, insurrection, riot, civil commotion, miiitary or usurped power;

(*c*) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or

(*d*) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

Risks Not Covered Except By Special Permission **5.** Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:

Repairs (*a*) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

Inflammable Substances (*b*) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

Change of Interest (*c*) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

Vacancy (*d*) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

Explosion and Lightning **6.** The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

Material Change **7.** Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

Other Insurance **8.** (*a*) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(*b*) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(*c*) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (*a*) of this condition.

Mortgagees and Other Payees **9.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

Termination of Insurance **10.** (1) The insurance may be terminated:

(*a*) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(*b*) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (*a*) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

Salvage **11.** After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

Insurance on Goods Moved **12.** If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

Entry, Control, Abandonment **13.** After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

Who To Make Proof of Loss **14.** Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

Requirements After Loss **15.** Any person entitled to claim under this policy shall:

(*a*) forthwith after loss give notice in writing to the insurer;

(*b*) deliver, as soon thereafter as practicable, a particular account of the loss;

(*c*) furnish therewith a statutory declaration declaring:

(i) that the account is just and true;

(ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;

(iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;

(iv) the amount of other insurances and names of other insurers;

(v) all liens and encumbrances on the property insured;

(vi) the place where the property insured, if moveable, was deposited at the time of the fire;

(*d*) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

Fraud **16.** Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

Arbitration **17.** If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

When Loss Payable **18.** The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

Replacement **19.** The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

Action **20.** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

Agency **21.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

Waiver of Condition **22.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

Notice **23.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

Subrogation **24.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

NOTE—ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY.

the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (*a*) of this condition.

Mortgagees and Other Payees **9.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

Termination of Insurance **10.** (1) The insurance may be terminated:

(*a*) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(*b*) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

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Waiver of Condition **22.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

Notice **23.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

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NOTE—ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY.

ENDORSEMENT FORMS

REMOVAL

The property insured under this Policy, having been removed to the.....storey.....

building, roofed with.....occupied as....., situate and being

No.....on the.....side of.....street, in the.....of

.....Insurance Map, Sheet No.....Block No.....Risk No.....

.....

.....

it is hereby declared that such property shall in future be held insured therein, and not elsewhere.

Dated at.....this.....day of.....19.....

Old rate..... New rate.....

Addtl. Prem..... Return Prem..... .....

Agent

FOR ACTUAL SALE ONLY

For Value Received,.....hereby transfer, assign, and set over unto.....

.....(the purchaser), all.....right, title and interest in this Policy of Insurance, and all benefits and advantage to be derived therefrom.

Witness.....hand and seal this.....day of.....19.....

Signed, Sealed and Delivered in presence of }
..... }

.....Insured

The PLANET ASSURANCE COMPANY LIMITED hereby consents that the interest of.....

.....in the within Policy be assigned to.....

subject nevertheless to all the conditions and stipulations herein contained.

.....

Agent

COLLATERAL SECURITY

The PLANET ASSURANCE COMPANY LIMITED is hereby requested by the Insured to make loss, if any, under Item No....., of this Policy payable to.....of.....

.....

.....Insured

At the request of the Insured, Loss, if any, under Item No.....of this Policy is made payable to.....

.....of.....subject nevertheless to all the conditions and stipulations herein contained.

DATED at.....19..... .....

Agent

RELEASE OF INTEREST

.....the undersigned hereby certify that.....have no further interest in the within Policy of Insurance.

.....Payee

DATED at.....19..... .....Witness

No. of Policy.....

No. of Renewal.....

Amount Insured,.....

	DAY	MONTH	YEAR
Date of Cancellation,.....			
" " Policy,.....			
Time in force,.....			

IF ANNUAL, GIVE NO. OF DAYS IN FORCE

Premium Paid.....$.....

" Earned at.....rate $.....

" Returned, $.....

IF PRO RATA, STATE REASON WHY

.....

.....

RECEIPT FOR CANCELLATION

TO BE SIGNED BY THE INSURED

$..... .....19.....

IN CONSIDERATION OF.....Dollars, return Premium, the receipt of which is hereby acknowledged. this Policy is cancelled and surrendered to the PLANET ASSURANCE COMPANY LIMITED and the Interim, and Renewal Certificate (if any), for same, acknowledged to be of none effect.

PAYEE, (IF ANY,) MUST DISCHARGE INTEREST

..... INSURED

..... PAYEE

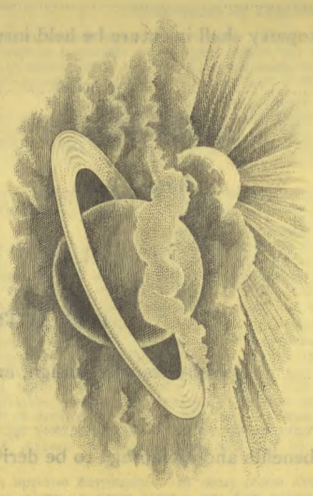
POLICY No. 54671

INSURED S. URANO

AMOUNT $ 2,000.00

PREMIUM $ 40.00

EXPIRES December 12 19 44
AT 12 O'CLOCK NOON



PLANET
ASSURANCE COMPANY
LIMITED

WE INSURE EVERYTHING
THE K.C. MACGOWAN CO., LTD.
AUTOMOBILE INSURANCE SERVICE
MORTGAGES FINANCE
PHONES 2480 & 2580
NIGHT CALLS 2725-R
SIXTH ST. AT COLUMBIA (OPP GENERAL POST OFFICE)
NEW WESTMINSTER BRITISH COLUMBIA

N.B.—Please examine your Policy, and if you find any error, return it immediately to be rectified, and if you effect or have effected Insurances on same Property with other Offices, you are particularly requested to see that the wording and terms of the Policies coincide, so that in the event of a loss, delay in the settlement may be avoided.

THOMPSON & SONS LTD., TORONTO
7-37

EXHIBIT No. Case 20-3
DATE 12 Dec 1947
FILED BY J. A. McKennan

PLANET ASSURANCE COMPANY LIMITED

REGISTERED OFFICE
63 THREADNEEDLE ST.
LONDON, E.C. 2

HEAD OFFICE FOR CANADA
SUN BUILDING
TORONTO

GUARANTEED BY THE SUN INSURANCE OFFICE LIMITED

AGENCY The K. C. Macgowan Co. Limited, POLICY No. 54686

REPLACING
INTERIM RECEIPT NO.

REPLACING POLICY NO. New CANCELLED EXPIRED

FROM NOON	TERM	TO NOON	SUM INSURED	RATE	PREMIUM
May 20 1942	Three years	May 20 1945	$1,000.00	2½%	$ 25.00

Whereas----------S. URANO----------

(hereinafter called the Insured) having undertaken to pay to the PLANET ASSURANCE COMPANY LIMITED (hereinafter called The Company) the amount of Premium above stated, The Company in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, and subject to the conditions and stipulations contained herein or endorsed hereon, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely

ENDORSEMENT

Company The Planet Assurance Co. Policy No. 54686 Agency The K.C. Macgowan Co. Limited
Name of Insured S. Urano B.C.U.A. Map Reference: Sheet n Block 0 No. p
Date of Policy May 20, 1942 Term Three Years Co-insurance carried --
Insurance on items affected: Item 12 $ 1,000. Nature of Property Chicken House
Item $ Nature of Property

Effective Date	Old Rate	New Rate	Additional Premium	Return Premium
May 20, 1942	--	--	--	--

In Consideration of the rate of Premium at which this policy is written, permission is hereby granted for the insured to use an approved system of Brooder, heated by electricity, in the within insured building.

BC STANDARD FORM UA

Dated May 20, 1942

No. 106.
60,000-4-42.

THE K. C. MACGOWAN CO. LIMITED
Per Eunice E. Dandy INS. MANAGER Agent.

On the following property, while contained in any of the above-described buildings, or on the premises.

13. On vehicles, farm implements (excluding threshing machines and motor vehicles), tools utensils, harness and robes. (Not more than one mower and one reaper or binder covered under this item, and those covered are the newest and best on the farm.

14. On livestock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured.

Such vehicles, horses, livestock and farm produce as are insured under this policy are also covered against loss or damage by fire while en route to or from markets or stables.

The livestock is insured against lightning anywhere.

On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, only while contained in dwelling No. 1. $1000.00

No insurance shall apply to the item or items opposite which no specific amount is inserted.

If the insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amounts set opposite each item.

Lightning and Electrical Current Clause:—See Statutory Conditions.

Threshing Machine:—No threshing operations by steam power are permitted within 25 feet of any of the buildings, unless special permit is granted.

Incubators and Brooders:—In consideration of additional premium of $....., permission is granted to use an incubator or brooder heated by.....in building marked No.....on diagram for a period of..... from.....to.....

Attached to and forming part of Policy No. 54686 of The Planet Assurance Company Ltd.

BC STANDARD FORM UA

Dated May 20th 1942

No. 7 (Sept., 1937)
5M-1-40

THE K. C. MACGOWAN CO. LIMITED
Per Eunice E. Dandy INS. MANAGER Agent.

EXHIBIT No. Case 20-3
DATE 12 Dec 1947
FILED BY J. A. McLennan

PLANET ASSURANCE COMPANY LIMITED

REGISTERED OFFICE
63 THREADNEEDLE ST.
LONDON, E.C.2

HEAD OFFICE FOR CANADA
SUN BUILDING
TORONTO

GUARANTEED BY THE SUN INSURANCE OFFICE LIMITED

AGENCY The K. C. Macgowan Co. Limited, POLICY No 54686

REPLACING
INTERIM RECEIPT NO.

REPLACING POLICY NO. New CANCELLED EXPIRED

FROM NOON	TERM	TO NOON	SUM INSURED	RATE	PREMIUM
May 20 1942	Three years	May 20 1945	$1,000.00	2½%	$ 25.00

Whereas----------S. URANO----------

(hereinafter called the Insured) having undertaken to pay to the PLANET ASSURANCE COMPANY LIMITED (hereinafter called The Company) the amount of Premium above stated, The Company in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, and subject to the conditions and stipulations contained herein or endorsed hereon, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely

FARM PROPERTY

On the following property owned by the Insured and occupied by Insured (Insured or Tenant) for farm purposes only, situate on Lot A, South ½ of ¼ Section 16, Block 5, N. R. W. Map 5021, in the Municipality of Surrey, in the Province of British Columbia

Loss, if any, on buildings only payable to Assured.

subject nevertheless, to all the terms and conditions of this policy.

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount insured by this Policy
Item No.					
1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	x				
2. On Household Contents as per clause hereunder.					
3. On the building occupied as barn No.....on diagram and	x				
4. On Farm Produce only while contained therein.					
5. On the building occupied as barn No.....on diagram and	x				
6. On Farm Produce only while contained therein.					
7. On the building occupied as a granary No..... on diagram and	x				
8. On Farm Produce only while contained therein.					
9. On the building occupied as a.....No..... on diagram and	x				
10. On Farm Produce only while contained therein.					
11. On the building occupied as a.....No..... on diagram.	x				
12. On Chicken House No. 1	126 20	2	Frame	Shingle	$1000.00

On the following property, while contained in any of the above-described buildings, or on the premises.

13. On vehicles, farm implements (excluding threshing machines and motor vehicles), tools utensils, harness and robes. (Not more than one mower and one reaper or binder covered under this item, and those covered are the newest and best on the farm.

14. On livestock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured.

Such vehicles, horses, livestock and farm produce as are insured under this policy are also covered against loss or damage by fire while en route to or from markets or stables.

The livestock is insured against lightning anywhere.

On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, only while contained in dwelling No. 1.

	$1000.00

No insurance shall apply to the item or items opposite which no specific amount is inserted.

If the insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amounts set opposite each item.

Lightning and Electrical Current Clause:—See Statutory Conditions.

Threshing Machine:—No threshing operations by steam power are permitted within 25 feet of any of the buildings, unless special permit is granted.

Incubators and Brooders:—In consideration of additional premium of $....., permission is granted to use an incubator or brooder heated by.....in building marked No.....on diagram for a period of..... from.....to.....

Attached to and forming part of Policy No. 54686 of The Planet Assurance Company Ltd.

Dated May 20th 1942

THE K. C. MACGOWAN CO. LIMITED
P&I Eric E. Da... Agent.
INS. MANAGER

BC STANDARD FORM UA

No. 7 (Sept., 1937)
5M-1-40

EXHIBIT No. Case 20-3
DATE 12 Dec 1947
FILED BY J. A. McKennan

PLANET ASSURANCE COMPANY LIMITED

REGISTERED OFFICE
63 THREADNEEDLE ST.
LONDON, E.C.2

HEAD OFFICE FOR CANADA
SUN BUILDING
TORONTO

GUARANTEED BY THE SUN INSURANCE OFFICE LIMITED

AGENCY The K. C. Macgowan Co. Limited, POLICY No. 54686

REPLACING
INTERIM RECEIPT NO.

REPLACING POLICY NO. New CANCELLED EXPIRED

FROM NOON	TERM	TO NOON	SUM INSURED	RATE	PREMIUM
May 20 1942	Three years	May 20 1945	$1,000.00	2½%	$ 25.00

Whereas----------S. URANO----------

(hereinafter called the Insured) having undertaken to pay to the PLANET ASSURANCE COMPANY LIMITED (hereinafter called The Company) the amount of Premium above stated, The Company in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, and subject to the conditions and stipulations contained herein or endorsed hereon, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely

Insurance Plan Reference Vol. Sheet n Block o No. p

In Witness Whereof, I, the Manager and duly authorized Attorney of the said Company in Canada, have hereunder set my hand, but this Policy shall not be valid until countersigned by an official or duly appointed agent of The Company.

Dated and Countersigned at New Westminster, B. C.

this 20th day of May 19 42

THE K. C. MACGOWAN CO. LIMITED
INS. MANAGER

Ernie E. Dandy
Agent

Robert Grant Sterling
MANAGER FOR CANADA

Examined.....

ALBERTA, BRITISH COLUMBIA
MANITOBA, NEW BRUNSWICK
NOVA SCOTIA, ONTARIO
SASKATCHEWAN

STATUTORY CONDITIONS

Misrepresentation **1.** If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

Form of Contract **2.** After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

Property Not Insured **3.** Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

Risks Not Covered **4.** Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

(*a*) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;

(*b*) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;

(*c*) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or

(*d*) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

Risks Not Covered Except By Special Permission **5.** Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:

Repairs (*a*) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission;

Inflammable Substances (*b*) while illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

Change of Interest (*c*) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

Vacancy (*d*) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

Explosion and Lightning **6.** The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

Material Change **7.** Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

Other Insurance **8.** (*a*) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(*b*) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(*c*) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (*a*) of this condition.

Mortgagees and Other Payees **9.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

Termination of Insurance **10.** (1) The insurance may be terminated:

(*a*) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(*b*) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (*a*) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

Salvage **11.** After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

Insurance on Goods Moved **12.** If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

Entry, Control, Abandonment **13.** After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

Who To Make Proof of Loss **14.** Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

Requirements After Loss **15.** Any person entitled to claim under this policy shall:

(*a*) forthwith after loss give notice in writing to the insurer;

(*b*) deliver, as soon thereafter as practicable, a particular account of the loss;

(*c*) furnish therewith a statutory declaration declaring:

(i) that the account is just and true;

(ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;

(iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;

(iv) the amount of other insurances and names of other insurers;

(v) all liens and encumbrances on the property insured;

(vi) the place where the property insured, if moveable, was deposited at the time of the fire;

(*d*) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

Fraud **16.** Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

Arbitration **17.** If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

When Loss Payable **18.** The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

Replacement **19.** The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

Action **20.** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

Agency **21.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

Waiver of Condition **22.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

Notice **23.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

Subrogation **24.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

NOTE—ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY.

ENDORSEMENT FORMS

REMOVAL

The property insured under this Policy, having been removed to the.....storey.....

the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (*a*) of this condition.

Mortgagees and Other Payees **9.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

Termination of Insurance **10.** (1) The insurance may be terminated:

(*a*) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(*b*) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

Agency **21.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

Waiver of Condition **22.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

Notice **23.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

Subrogation **24.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

NOTE—ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY.

ENDORSEMENT FORMS

REMOVAL

The property insured under this Policy, having been removed to the.....storey.....

building, roofed with.....occupied as....., situate and being

No.....on the.....side of.....street, in the.....of

.....Insurance Map, Sheet No.....Block No.....Risk No.....

.....

.....

it is hereby declared that such property shall in future be held insured therein, and not elsewhere.

Dated at.....this.....day of.....19.....

Old rate..... New rate.....

Addtl. Prem..... Return Prem..... .....

Agent

FOR ACTUAL SALE ONLY

For Value Received,.....hereby transfer, assign, and set over unto.....

.....(the purchaser), all.....right, title and interest in this Policy of Insurance, and all benefits and advantage to be derived therefrom.

Witness.....hand and seal this.....day of.....19.....

Signed, Sealed and Delivered in presence of }
..... } .....Insured

The **Planet Assurance Company Limited** hereby consents that the interest of.....

.....in the within Policy be assigned to.....

subject nevertheless to all the conditions and stipulations herein contained.

.....

Agent

COLLATERAL SECURITY

The **Planet Assurance Company Limited** is hereby requested by the Insured to make loss, if any, under Item No....., of this Policy payable to.....of.....

.....

.....Insured

At the request of the Insured, Loss, if any, under Item No.....of this Policy is made payable to.....

.....of.....subject nevertheless to all the conditions and stipulations herein contained.

DATED at.....19..... .....

Agent

RELEASE OF INTEREST

.....the undersigned hereby certify that.....have no further interest in the within Policy of Insurance.

.....Payee

DATED at.....19..... .....Witness

No. of Policy.....

No. of Renewal.....

Amount Insured,.....

	DAY	MONTH	YEAR
Date of Cancellation,.....			
" " Policy,.....			
Time in force,.....			

IF ANNUAL, GIVE NO. OF DAYS IN FORCE

Premium Paid.....$.....

" Earned at.....rate $.....

" Returned, $.....

IF PRO RATA, STATE REASON WHY

.....

.....

RECEIPT FOR CANCELLATION

TO BE SIGNED BY THE INSURED

$..... .....19.....

IN CONSIDERATION OF.....Dollars, return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to the PLANET ASSURANCE COMPANY LIMITED and the Interim, and Renewal Certificate (if any), for same, acknowledged to be of none effect.

PAYEE, (IF ANY,) MUST DISCHARGE INTEREST

..... INSURED

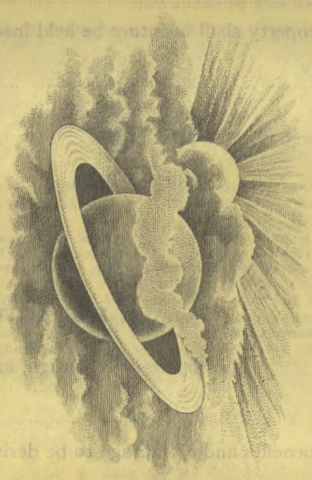
.....PAYEE

POLICY No. 54686
INSURED
----S. URANO------

AMOUNT $ 1,000.00

PREMIUM $ 25.00

EXPIRES May 20th 1945
AT 12 O'CLOCK NOON



PLANET
ASSURANCE COMPANY
LIMITED

INSURE EVERYTHING
K.C. MACGOWAN CO., LTD.
AUTOMOBILE INSURANCE SERVICE
MORTGAGES FINANCE
PHONES 2480 & 2580
NIGHT CALLS 2582-L. 2725-R
SIXTH ST. AT COLUMBIA (OPP. GENERAL POST OFFICE)
NEW WESTMINSTER BRITISH COLUMBIA

FIG.

N.B.—Please examine your Policy, and if you find any error, return it immediately to be rectified, and if you effect or have effected Insurances on same Property with other Offices, you are particularly requested to see that the wording and terms of the Policies coincide, so that in the event of a loss, delay in the settlement may be avoided.

THOMPSON & SONS LTD., TORONTO

7-37

EXHIBIT No. base 20-4
DATE 12 Dec 1947
FILED BY
J. A. McLennan
K

110 Sandel Rd
RR4
New Westminster
B C
13th Nov 1947

Dear Friend

Hoping this finds you all well I wrote you last week. to Magna Bay. mayle it has been forwarded to you by this.

1st I think the value of your place (land and buildings) at the time the custodians took over would be about 6-500$.
I was talking to the man who got your place last summer. and he told me a real estate agent told him if he would sell he would get him 8000$ for it. I would not doubt this as all places are a terrible price at present

2nd I think the custodians would send you a list just the same as the one I got of all the personal property. on mine I marked the things I sent to you from time to time. and when they took things away they took every thing of value. except home made tables. benches and such like. which I left when I quit the place if you have lost your list I will send you mine if you wish

I also have all the correspondence I had from the custodians. so if you ever find it necessary I would send all or part of them

Do not ~~be~~ be afraid to ask me to do anything for you. as I would like to help you all I can

let me know how you progress in the matter and the best of good luck to you

Yours Sincerely
W Smith

Continuation of 5 (E) ;

Item & Quantity	Price Auctioned by Custodian	Actual Value.
Chairs,7	2.25	3.50
Wire, 2 coils	1.00	4.00
Folding Bed & Bed	.50	5.00
Harness	7.00	12.00
Bed Spring	3.50	7.00
Cross Cut Saw	1.00	2.00
Dresser	8.50	15.00
Dresser	13.00	25.00
Bed Complete	10.00	20.00
Door and Cabinet	4.00	10.00
Keg of Nails	1.75	5.50
Thresher	1.00	7.50
Duster	8.00	15.00
Sprayer	15.00	25.00
Pots and Pans	4.00	5.00
Boxes of Sundries,3	2.50	15.00
	$ 83.00	$ 176.50

Total claim for loss on above items..... $ 93.50