

Name of Claimant

OKANO, Hideo

Case 307

Custodian File

4856

<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		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
<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			
						% of Total	Amount		% of Total	Amount	
<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	
							667.50 896.50		1094.80	376.25	718.55
<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										718.55	

CASE NO 307

JAPANESE PROPERTY CLAIMS COMMISSION

Grand Forks, B.C.

June 3, 1948

IN THE MATTER OF THE CLAIM OF

HIDEO OKANO

PROCEEDINGS AT HEARING

Original

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

(HIS HONOUR, JUDGE M.M. COLQUHOUN, SUB-COMMISSIONER)

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Grand Forks, B.C.

June 3, 1948

IN THE MATTER OF THE CLAIM OF
HIDEO OKANO

PROCEEDINGS AT HEARING

20 APPEARANCES:

HAROLD W. McINNES, Esq., appearing for the
Dominion Government

A.E. COBUS, Esq., appearing for the
Claimant

L.A. DODD, Esq., Secretary to Grand
Forks Sub-Commission

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

G. HAMBLETON, Esq., Official Reporter

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MR. COBUS: The claim, your honour, of Okano, Hideo, which is No. 71 on the Secretary's original list. That will become Case No. 307, Mr. Secretary, I take it.

THE SECRETARY: Case 307.

HIDEO OKANO, the Claimant herein, being first duly sworn, testified through the official interpreter as follows:

10

MR. COBUS: I would ask leave, your honour, to amend the claim. To expedite the amendments, your honour, we have indicated a total claim, the breakdown of which will become apparent in the statements to be filed. The total claim as amended is now \$2,857.00, crediting the Custodian with \$1,226.25.

MR. McINNES: I am afraid I haven't got that just right.

20 MR. COBUS: The total claim is \$2857.00, and the credit to the Custodian is \$1,226.25, leaving a net claim of \$1630.75.

THE COMMISSIONER: Will you just explain to me why the credit on the claim form shows \$1557.00?

MR. COBUS: Frequently, your honour, in the original claim we find that we abandon certain items which have been sold.

THE COMMISSIONER: I see.

30 MR. COBUS: Therefore, the credit which the claimant may originally have given the Custodian is re-

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In Chief

duced by the amount which would have been credited if we were claiming for them.

THE COMMISSIONER: I understand, thank you. Amendment allowed.

MR. COBUS: We have also indicated, your honour, that the attached statement or list of items is replaced by lists which will accompany the statement.

10 DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, I produce to you a statement concerning the fishing vessel for which you are submitting a claim and the nets, cork and lead lines, anchor ropes and net twines for which you are claiming. Did you instruct Mr. Leckie to prepare this statement for you and is that your signature? A: Yes.

Q: In your statement with respect to the nets and other items, you refer to a list. I produce to
20 you a list of nets and lines and ropes and twines. Is that the list to which you make reference in your statement? A: Yes.

Q: And are the statements contained in the statement and the list attached true to the best of your knowledge and recollection?

A: Yes.

MR. COBUS: I would ask to file the statement, your honour, and list as one exhibit.

(STATEMENT AND LIST MARKED EXHIBIT NO. 1)

30 MR. COBUS: Referring to the statement, Exhibit 1,

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your honour, if it please your honour, I would like to deal with the vessel first and then go on with the statement with respect to the nets and the other articles claimed.

THE COMMISSIONER: Very well.

10 MR. COBUS: The vessel for which claim is submitted is known as the "H.O.", a three ton fishing vessel registered, New Westminster 2201. It was a 31 foot vessel built for the claimant in 1935 and equipped with a Vivian 7 H.P. gas engine. The price paid for the hull was \$550.00 and for the engine \$450.00, making a total price paid of \$1,000.00. The usual maintenance work of painting and scraping once a year was done whilst the vessel was in his possession, and its condition was good when surrendered to the Navy. He estimates the value of the hull and engine and gear to be \$1300.00.

20 With respect to improvements made on the vessel since the date of purchase, in 1939 he installed a new Palmer marine engine which was a marine gas engine. The cost of that engine was \$700.00 complete, including installation. He shows \$150.00 allowed on the Vivian engine, which it replaced, leaving, therefore, a net cost to him for the new engine of \$550.00, which he paid in cash. Adding the estimated value of the hull, engine and gear to \$550.00 paid for the new engine, he makes a total claim of

30 \$2857.00. In addition, he lists six items of

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gear which were placed on the vessel between 1939 and '40, all of which were purchased new, and he estimates the value of the gear at the time of surrender to be \$195.00.

The vessel was turned over to the Navy at the end of December, 1941 at New Westminster. He says that he believes that when it was sold by the Fishing Vessels Disposal Committee for \$850.00, the vessel would be worth at least \$1300.00 at a fair market value.

By the way, your honour, I must correct myself. I was confused by the notation of total claim, \$2857.00.

THE COMMISSIONER: Yes, I couldn't quite follow you there

MR. COBUS: He is claiming \$1300.00 for the boat. The \$2875.00 which lead me astray is that amount plus the amounts for nets and lines and so on.

THE COMMISSIONER: Yes.

20 MR. COBUS: Yes. He says that he never at any time signed any papers for the sale of this vessel, but is given to understand that the Custodian signed the sale papers in October, 1942. The remaining statement refers to nets and lines, which I shall omit, and I shall come back to that when I deal with nets and lines.

Would my learned friend produce the appraisal on the vessel. As a matter of fact, there are a number of documents relating to the vessel that I will be asking for, if it will assist my

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friend.

10 MR. McINNES: It would appear, your honour, that the original appraisal is not available, but I have an extract here which perhaps will suffice. I will produce it in any event. This is headed "Extract from Book of O.W. Phillipson's Appraisals of Vessels," which appears to refer to the vessel we are now dealing with, and he sets the value in 1942 at \$600.00 with a suggested negotiation price of \$690.00.

MR. COBUS: Thank you.

THE COMMISSIONER: Well, is there a missing original appraisal?

MR. McINNES: I beg your pardon, your honour?

THE COMMISSIONER: Is there a missing original appraisal?

MR. McINNES: That is taken from some record.

THE COMMISSIONER: If it is discovered, you will file it.

20 MR. McINNES: If the original of the document from which that has been extracted can be produced, I will undertake that it be produced if required.

THE COMMISSIONER: Well, that is all that is needed.

MR. COBUS: I would ask to file this document from the Custodian's file headed: "Extract from Book of O.W. Phillipson's Appraisals of Vessels," on behalf of the Crown, pointing out, your honour, that the vessel there is appraised for \$600.00, and note is made of a suggested negotiating price
30 of \$690.00.

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Will my friend admit that the boat in
fact sold for \$850.00?

MR. McINNES: Yes, that is correct.

MR. COBUS: Would my friend advise the date of sale?

MR. McINNES: In the file of the Custodian there is
an agreement for sale of the vessel to William
Oja.

MR. COBUS: What is the date of that?

THE COMMISSIONER: The vessel is identified, is it?

10 MR. McINNES: This is a Bill of Sale on this vessel,
yes.

THE COMMISSIONER: I see.

MR. McINNES: It is dated the 29th of October, 1942,
and the consideration is \$850.00 cash.

MR. COBUS: And signed by, I believe, Mr. McPherson?

MR. McINNES: That is correct, yes.

MR. COBUS: The Custodian.

MR. McINNES: His title underneath the signature is
Authorized Deputy of the Secretary of State
20 and/or Custodian.

MR. COBUS: I would ask my learned friend to produce
that document for filing.

(Handed to Mr. Cobus)

MR. COBUS: I am filing the agreement for sale of the
vessel, your honour, on behalf of the Crown.

(APPRAISAL MARKED EXHIBIT NO. 2)

(AGREEMENT MARKED EXHIBIT NO. 3)

MR. COBUS: Would my friend produce a notice to the
Registrar of Shipping given by, I believe, the
30 Japanese Fishing Vessels Disposal Committee?

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MR. McINNES: Yes. I am producing for my friend a document on the stationery of the Japanese Fishing Vessels Disposal Committee dated the 21st of May, 1942, addressed to the Registrar of Shipping, Vancouver, B.C., signed by that Committee, A.E. McMaster, Executive Assistant.

MR. COBUS: This, your honour, is addressed to the Registrar of Shipping, Vancouver, B.C., and I would like to read it into the record.

10 THE COMMISSIONER: Very well.

MR. COBUS: It is to the Registrar of Shipping, Vancouver, B.C., dated May 21, 1942: Sir: Re Ex-Japanese Fishing Vessel: "H.O." NW 2201 NW 034F, Length, 31', Breadth, 7', Depth, 3', Engine, Palmer 14 H.P.

20 "The owner of this vessel, Hido Okano declines to sell at a reasonable price. William Oja, whose signature, for identification purposes, appears below, has offered to purchase the vessel for the sum of \$850.00 which sum is considered reasonable and has been accepted as the purchase price by this Committee, and is being held in trust by the Committee, pending completion of Bill of Sale.

"You are requested to permit the purchaser, William Oja, to operate this boat until the presently licensed owner, Hideo Okano, completes the execution of Bill of Sale, or some other provision has been made.

30 "This letter is issued in duplicate, one

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copy of which is to be retained in your files, the other to be in the possession of William Oja for clearance and navigation purposes. Yours faithfully, Japanese Fishing Vessels Disposal Committee. A.E. McMaster, Executive Assistant." In the lower left hand corner it bears the signature of William Oja.

(LETTER MARKED EXHIBIT NO. 4)

10 MR. COBUS: I would ask my learned friend to produce a copy of a letter dated the 29th of September, 1942, from the Japanese Fishing Vessels Disposal Committee addressed to the claimant.

MR. McINNES: The date of the letter again?

MR. COBUS: 29th of September, 1942, is my information.

(Handed to Mr. Cobus)

20 MR. COBUS: I have had produced from the Custodian's file, your honour, a copy of a letter purporting to be signed by the Japanese Fishing Vessels Disposal Committee, dated September 29, 1942, addressed to Mr. Hideo Okano. This also, your honour, I should like to read into the record.

THE COMMISSIONER: Very well.

MR. COBUS: "Dear Sir: Re: "H.O." NW 2201, NW 034F and our file No. 619.

"First on August 4th and then again later, we sent to you for signature, the following:
(1) Agreement for Sale form in duplicate, and (2) Assignment of Claim form in duplicate along with
30 the request that the license for the Vessel be

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returned therewith.

"We have received no response to these appeals.

"In view of the fact that you have yet time to act and promptly receive the proceeds of the sale before we turn the amount over to the custodian of properties, will you kindly and appropriately acknowledge this letter.

10 "We might add that the price obtained for you was considerably above the appraisal value set on the vessel by a highly competent Surveyor."

I file that on behalf of the Crown.

(LETTER MARKED EXHIBIT NO. 5)

MR. COBUS: Finally, if my learned friend would produce the letter from the purchaser, whom I take it would be William Oja, addressed to the Japanese Fishing Vessels Disposal Committee and dated May 13, 1942.

20 MR. McINNES: I am producing, at the request of my friend, a letter dated 13th of May, 1942 addressed to the Japanese Fishing Vessels Disposal Committee purporting to be signed by W. Oja, per A. -- I can't make out the name of the person who actually signed it, but it is written, apparently, on behalf of William Oja.

THE COMMISSIONER: Is William Oja a Japanese? Perhaps the claimant knows.

MR. COBUS: Q: Witness, do you know who William Oja
30 is? A: No, I don't know.

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In Chief

THE COMMISSIONER: Is he of Japanese nationality?

MR. COBUS: I doubt it very much.

THE COMMISSIONER: The name would indicate that.

MR. COBUS: I would ask leave, your honour, to read into the record this letter produced from the Custodian's file dated May 13, 1942, at R.R. 1, New Westminster, B.C., addressed to the Japanese Fishing Vessels Disposal Committee, 1528 Marine Building, Vancouver, B.C.

10 "Dear Sirs: I am desirous of buying this boat, "H.O." NW 2201, NW 034F, and am willing to pay \$850.00 for same. The suggested negotiating price is \$690.00, and owner refuses to consider less than \$1200.00. Please advise me regarding this as soon as possible." It is signed W. Oja, per some name or other.

(LETTER MARKED EXHIBIT NO. 6)

MR. COBUS: Referring now, your honour, to Exhibit 1, with specific attention to the nets, cork and
20 lead lines, anchor ropes, net twines, etc., the list which was attached gives in detail full descriptions of eight full nets and an item described as "Pieces of Nets." It lists as well five anchor ropes and cork line, a lead line, and a "Bar Boor" net twine, which I think means "Barbour," which is the name of a type of net twine. All the information concerning the purchase, age, use, cost and estimated value are contained in the lists.

30 Q: Witness, in your list which forms part of Exhibit

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In Chief

1, you show certain values in the extreme right hand column. Do those values represent what you consider are fair values for the items to which they relate? A: Yes.

THE COMMISSIONER: At what time?

MR. COBUS: I think I should add "At the date of evacuation," your honour.

THE COMMISSIONER: Yes.

THE INTERPRETER: A: Yes.

10 MR. COBUS: Q: I produce to you, witness, what appears to be an insurance policy issued by the Liverpool, Manitoba Insurance Company. It was issued in Vancouver by the Vancouver Agency. Did you apply for an insurance policy to the company named for a policy to cover nets and lines?

A: Yes.

Q: Did you pay the premium for this policy?

A: Yes.

Q: Witness, when were you evacuated from the coast area?

20 A: The 5th of June, '42.

Q: The policy is dated July 7, 1942. Where were you on July 7, 1942?

A: I was at Kaslo.

Q: I presume you arranged this policy by corresponding with the company, or arranged to have the agent correspond with the company at the coast, did you?

MR. McINNES: Well, the fact that the insurance is on it speaks for itself.

30 MR. COBUS: There is a point I want to establish, apart from that.

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MR. McINNES: I am sorry. I am quite prepared to concede the man had insured his nets.

MR. COBUS: Well, that is not the point.

A: I applied for this by letter from Kaslo.

Q: Do you know whether the insurance company, or perhaps an agent of the company went out to the Imperial Cannery and examined your nets?

A: As I applied for this by letter from Kaslo, I can't say whether the insurance company went to
10 look at the nets.

MR. COBUS: Your honour, I would like to file the insurance policy.

MR. McINNES: What is the amount, again?

MR. COBUS: The amount of the insurance is \$1000.00.

It covers in detail eight full nets and a certain item of odd pieces of net, and insures, as well, too, six items of lines, lead, and six items of lines, cork, and the valuations are placed on those items, totalling \$1505.00.

20 Endorsed thereon under the items listed is this note: "All only while contained in the 1½ storey frame, shingle roofed Net Storage House. Situate on the South side of Bayview Street, in the Village of Steveston, in the Province of British Columbia and being approximately 700 feet East of the Imperial Cannery Reduction Plant, and marked "A" on diagram on file in the office of the B.C. Underwriters' Association."

30 The date, I repeat, your honour, is July

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7, 1942. I file that on behalf of the claimant.

(POLICY MARKED EXHIBIT NO. 7)

MR. COBUS: The only other note on the statement, your honour, with reference to the nets is the second to the last sentence of the statement indicating that all nets, lines and anchor ropes were left in the Imperial Cannery warehouse, Steveston, B.C. The net twines were left at T. Doi's house, No. 2 Road, Steveston, B.C.

10 He states that he has allowed for depreciation on the items claimed.

I would ask my learned friend to produce the Analysis of Personal Property Claim.

(Handed to Mr. Cobus)

MR. COBUS: I have had produced, your honour, the Analysis of Personal Property Claim prepared by the Custodian produced from the Custodian's file which I would ask to file on behalf of the Crown.

(ANALYSIS MARKED EXHIBIT NO. 8)

20 MR. COBUS: The only comment, your honour, I would like to make with respect to the Analysis, which is Exhibit 8, is the fact that we have abandoned the claim for lead lines and cork lines to a great extent. The items which are abandoned do not appear on the list attached to Exhibit 1, but I feel that the fact that this man's lead lines shown on the Analysis were found and sold by the Custodian for an amount within \$7.00 of the amount at which the claimant has

30 valued the items would appear to indicate that

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In Chief
Cross exam

this man's sense of values is pretty good.

I think that is all.

THE COMMISSIONER: Yes. It is a question of value.

MR. COBUS: That is all. Your witness.

MR. McINNES: It will be submitted, your honour,
with respect to the nets and lines, that the
same were sold for their fair market value, that
is, those that came into the control of the
Custodian; and those that didn't, it is submitted
10 are not within the Terms of Reference. As far
as the vessel is concerned, it is submitted
it was sold at the fair market value and above
the appraisal value.

CROSS EXAMINATION BY MR. McINNES:

Q: Witness, I am told by a number of witnesses who
were fishermen at Steveston that the average
life of a net is three years. Do you agree with
that?

20 A: I couldn't make a general
statement with regard to that, it depends upon
whether they have been used for a full season or
part of a season.

Q: Yes. Well, what do you say the average life of
a net is?

A: About three to
four years.

Q: Yes. Now, you were requested, were you not, on
two occasions to supply a net inventory to the
Custodian?

A: I think on
one occasion I was asked to do so.

30 Q: They sent you a form on which to list your nets?

- A: I received a paper, but I didn't do anything with it.
- Q: You didn't fill it out and send it back?
- A: No.
- Q: Now, you had this boat built for you?
- A: Yes, I asked somebody else to build it.
- Q: In 1935? A: Yes.
- Q: And at the time you equipped it with a Vivian engine? A: Yes, to start with.
- 10 Q: And you set out the values as follows: the hull, or the vessel itself, \$550.00?
- A: Yes.
- Q: And the engine at \$450.00? A: Yes.
- Q: Four years later you took out that Vivian engine and put in a Palmer engine? A: Yes.
- Q: And that new engine cost you \$700.00.
- A: Yes.
- Q: So that you paid \$250.00 more for the new engine than you had for the original engine?
- 20 A: Yes.
- Q: So that you had increased the value of your boat by \$250.00? A: Yes.
- Q: So that if you had put in the Palmer engine in the first place, your boat would have cost you \$1250.00? A: Yes.
- Q: Now, then, I notice that the engine that you had bought in 1935 for \$450.00, four years later was only worth \$150.00 because that is what you state here you received as a trade-in allowance.
- 30 A: Yes.

MR. McINNES: That is all, thank you.

RE-DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, you stated that the average life of a net might be, in your opinion, three or four years. Now, does that remark apply equally to a spring net, a cohoe net, a sockeye net, a chum net, or do they vary?

10 A: A spring net is used from about the 15th of September to the 10th of October, an eight inch spring net is used from May to June, a cohoe net is used from the beginning of October to about the 15th of November, and the chum net is the same as the cohoe. If these nets are used for the full season, their life is approximately three to four years.

Q: Yes. Does it make any difference as to the quality of twine that has been used in making the net?

20 (Interpreter to witness)

MR. COBUS: Perhaps your honour, I might put the question this way:

A: The quality is determined by the mesh -- the 40 is the cheapest and the 60 is the highest. It denotes the quality and the relative value of the net -- of the twine.

Q: I see. So that a 12/40 twine is considerably more valuable and stronger than a 4/40 twine?

A: No, the 12/40 is cheaper.

30 Q: Than the 4/40?

A: The 12/40

is cheaper than the 4/40.

Q: I see. So that the indicative figure is the 40
or the 50 or the 60? A: Yes.

Q: In that arithmetic test to which you were sub-
jected, you said that the new Palmer marine
engine which you installed in 1939, in answer to
a question as to the cost of it, cost \$700.00.
Now, in your statement you say \$700.00 refers to
the installation as well. Now, which do you
10 mean the \$700.00 covers?

MR. McINNES: Well, I take it that would apply to both
engines.

A: That was the cost for the machine and for putting
it in the boat.

MR. COBUS: Q: So that when you value an engine as
to the allowance for trade-in, as you do here
for \$150.00, that is an engine that has been
taken out of a boat and sold as an engine, but
not as an installed engine, is that correct?

20 A: Yes, it is just the price of the engine alone.

Q: Well, then, it is not quite accurate to say, as
you appeared to agree with my learned friend, that
the Vivian engine which you valued at \$450.00
depreciated as an engine to one-third of its
value in four years.

A: This engine
was not suitable for my purpose and for that
reason I took a low price.

MR. COBUS: I think that will do.

THE COMMISSIONER: All right, that is all, thank you.

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton
 G. Hambleton
 Official Reporter

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

M. M. Colquhoun
 M.M. Colquhoun
 Sub-Commissioner

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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.

ACKNOWLEDGED

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4856
by Zonks

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

(1) NAME OKANO, Hideo (RCMP) Reg. No. 03897
(Print) Surname Given Name

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

(3) Present Address Midway, B.C.

(4) REAL ESTATE

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

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

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

- (i) Farm
- (ii) Residence Type of business _____
- (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.) _____

(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) - - - - - \$ _____
- (v) Amount at which Custodian sold property and credited your account - - - \$ 1557.00

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

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation _____

Imperial Cannery Net House, Steveston, B.C.

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

Cannery Net House

(c) How stored or packed at time of evacuation _____

Made in Bundles

(over)

597

(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")

Care of the Custodian

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

1.	3 nets	Estimated Value \$	1065.00
2.	Odd pieces of net	Estimated Value \$	100.00
3.	6 Lead lines	Estimated Value \$	170.00
4.	6 Cork lines	Estimated Value \$	170.00
5.	5 Anchor Ropes	Estimated Value \$	42.50
6.	Lead cork lines	Estimated Value \$	10.00
7.	Lead line	Estimated Value \$	5.00
8.	106 lbs. Barbour Net twines	Estimated Value \$	344.50
9.	1 Fishing boat (Palmer Motor, 14-18 H.P)	Estimated Value \$	1300.00
10.	(Separate list attached)	Estimated Value \$	
			TOTAL CLAIM FOR PROPERTY LOSS \$
			3207.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 1650.00

CHEQUE FOR \$1537.00 SENT FROM CUSTODIAN BUT RETURNED SAME NOV. 23/46

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

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

Greenwood preferred; Nelson, if necessary.

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 B. C.)
TO WIT:)

I, Hideo Okano of the town of Midway 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 Greenwood)
in the Province of B. C.)
this 21st day of November)
A.D. 1947.)

H. Okano

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.

Notary Public in & for the Province of
British Columbia, Canada.

NETS

	<u>Size of Twine</u>	<u>Mesh</u>	<u>Mesh Depth</u>	<u>Fathoms Length</u>		<u>Value</u>	
1.	12/40	10"	34	400	Barbour	250.00	
2.	2/40	8-5/8"	38	300	Barbour	175.00	
3.	5/40	6 1/2"	48	300	Barbour	150.00	
4.	4/40	5-3/8"	50	300	Barbour	150.00	
5.	6/50	7"	45	150	Barbour	85.00	
6.	6/50	7"	45	100	Barbour	45.00	
7.	5/60	5"	55	400	Barbour	150.00	
8.	5/60	5-7/8"	50	150	Barbour	60.00	
9.	Odd pieces of net						<u>100.00</u>

TOTAL NETS

\$1165.00

LINES

10.	Lead Lines	200 fathoms				30.00
11.	Lead Lines	150 fathoms				25.00
12.	Lead Lines	200 fathoms				30.00
13.	Lead Lines	150 fathoms				25.00
14.	Lead Lines	200 fathoms				30.00
15.	Lead Lines	200 fathoms				<u>30.00</u>

TOTAL LINES

170.00

16.	Cork Lines	200 fathoms				30.00
17.	Cork Lines	150 fathoms				25.00
18.	Cork Lines	200 fathoms				30.00
19.	Cork Lines	150 fathoms				25.00
20.	Cork Lines	200 fathoms				30.00
21.	Cork Lines	200 fathoms				<u>30.00</u>

TOTAL CORK LINES

170.00

22.	Anchor Ropes	30 fathoms				15.00
23.	Anchor Ropes	20 fathoms				7.50
24.	Anchor Ropes	25 fathoms				7.50
25.	Anchor Ropes	20 fathoms				7.50
26.	Anchor Ropes	25 fathoms				<u>5.00</u>

TOTAL ANCHOR ROPES

42.50

27.	Lead Cork Lines			CORK LINES	10.00	10.00
28.	Lead Line			LEAD LINE	5.00	5.00

BARBOUR NET TWINES

29.	5/60	50 lbs.				173.50
30.	6/40	26 lbs.				78.00
31.	5/40	30 lbs.				<u>93.00</u>

TOTAL NET TWINES

344.50

32.	1 Fishing Boat -- Palmer Motor, 14-18 H.P.				<u>1300.00</u>	1300.00
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GRAND TOTAL

\$3207.00

Hideo Okano
(Claimant's Name)

PERSONAL PROPERTY
(Fishing vessels, gear and equipment)

03897
Reg. No.

NETS: Type Size Mesh Fathoms Age at Evacuation Original Value Estimated value at Evacuation

see list of nets, coils, lead lines, anchor ropes, net twines attached

\$1557.00

VESSELS SOLD BY CUSTODIAN

NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid	Maintenance Work	Condition When Evacuated	With whom left	Estimated Value
"40" (3 tons) 31 x 7 x 3	NW 2201	Fishing	Built for me in 1935 - equipped with Vivian 7 HP gas engine	new	Hull 550.00 Engine 450.00 1000.00	Painted and scraped once a year	good	navy	1300.00 (hull, engine + gear)
Improvements to Vessel since date of purchase:		Type	Date	Cost					
Installed new Palmer - marine engine -		gas	Apr 1939	700.00 (complete - including installation) 150.00 allowed on Palmer Vivian 550.00 paid cash					
Total claim									\$2957.00

OTHER GEAR:

Description	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation
net drum and roller	1939	new	150.00	good	125.00
stern compass	1939	"	8.50	"	7.50
Battery	1940	"	16.00	"	12.50
anchor + chain	1940	"	10.00	"	10.00
Stove + gas tank complete	1939	"	40.00	"	32.50
Pike poles, oars for small boat	1939	"	10.00	"	7.50
120 fathoms anchor rope -					195.00

Arrangements made for storage when evacuated: Turned over to navy end of December 1941 at new Westminster -

Additional Comments, if any: I believe that when sold by the ~~Antarctic~~ Fishing Vessels Disposal Committee for 2500.00 that this vessel would be worth at least 1300.00 at a fair market value. I never at any time signed any papers for the sale of this vessel but understand that the Custodian signed the sale papers in Oct 1942. All nets, lines, anchor ropes, wire left in Imperial Cannery Warehouse at T. Doi's house #2 Rd Steveston. I have allowed for depreciation on items claimed.

H Okano
SIGNATURE

EXHIBIT NO. 207-1
DATE 3 June 1948
FILLED BY Okano

OKANO, Hideo
(Claimant's Name)

PERSONAL PROPERTY

(Fishing vessels, gear and equipment)

03897 Reg. No.

NETS:	Type	Size	Mesh	Fathoms	Age at Evacuation	Original Value	Estimated value at Evacuation
Spring Net		10"	12/40-34	400	1937	\$300.00	\$250.00
Spring "		8 5/8"	9/40-38	300	1941	200.00	175.00
Cohoe "		6 1/2"	5/40-48	300	1941	175.00	150.00
Sockeye "		5 3/8"	4/40-50	300	1941	160.00	150.00
Chum "		7"	6/50-45	150	1941	90.00	85.00
Chum "		7"	6/50-45	100	1940	55.00	45.00
Sockeye "		5"	5/60-55	400	1941	200.00	150.00

VESSELS SOLD BY CUSTODIAN

NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid	Maintenance Work	Condition When Evacuated	With whom left	Estimated Value
Sockeye Net	5 7/8"	5/60-50	150	1939					
Pieces of Nets	Various Sizes	Various Mesh		1940 & 1941	\$ 80.00 120.00				\$ 50.00 100.00

Improvements to Vessel since date of purchase:

Type	Date	Cost

~~745.00~~ \$115.50

OTHER GEAR:	Description	Length	Size	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation
Anchor Ropes		30 Fathoms		1941	New	\$15.00	Unused (New)	\$15.00
"		20 "		1941	"	7.50	"	7.50
"		25 "		1941	"	7.50	"	7.50
"		20 "		1941	"	7.50	"	7.50
"		25 "		1941	"	5.00	"	5.00
Cork Line				1940	New	15.00	New	10.00
Lead Line				1940	New	10.00	New	5.00
Bar Boor Net Twines	50 pounds		5/60		New	173.50	Unused (New)	173.50
"	36 "		6/40		New	78.00	"	78.00
"	30 "		5/40		New	93.00	"	93.00

Arrangements made for storage when evacuated:

EXHIBIT No. 307-1
DATE 3 June 1948
FILLED BY Claimant

\$402.00

Additional Comments, if any:

H. Okano
SIGNATURE

EXHIBIT No. 307 - 2
DATE 3 June 1948
FILED BY Crown

Extract from Book of O.W. Phillipson's Appraisals of Vessels:

File 4856
Hideo OKANO
Reg. #03897

1935 H.O. N.W. 034 F

Condition - Good

Damage - Nil

Boat New \$400.

Engine New \$700.

Ex. \$ 50.

Drum \$100.

Value \$1250.

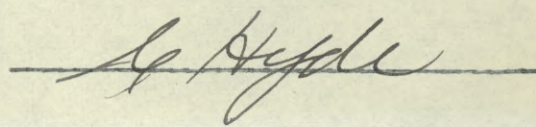
" 1942 \$ 600.

Boat - Fair state of repair.

No Pilot House - Sales Value lowered thereby.

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

August 24, 1948.

 m w

AGREEMENT FOR SALE OF VESSEL

BETWEEN:

THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN AS VESTED OWNER OF THE INTEREST OF

Hideo OKANO

(hereinafter called the "Vendor")

OF THE FIRST PART

AND

William OJA

(hereinafter called the "Purchaser")

OF THE SECOND PART

In consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, we agree to the sale and purchase of the vessel hereunder described:

Name of Vessel: "H.O."

Port of Registry: New Westminster

Official Number: 2201 NW 034F

Length: 31'

Breadth: 7'

Depth: 3'

Propelling power: Palmer 14 H.P.

For the price or sum of \$ 850.00 (Eight Hundred and Fifty Dollars)

Payable as follows: Cash

FURTHER, the Vendor covenants with the said William Oja

and his assigns,

that he has power to transfer, in the manner aforesaid, the premises hereinbefore expressed to be transferred, and that he has no knowledge of any encumbrances and accepts no responsibility for same other than to the amount of the purchase price referred to above.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 29th day of October, A.D. 1942.

SIGNED, SEALED and DELIVERED)

in the presence of:

"Cleo Michaely
1138 Nelson St.,
Vancouver, B. C.
Stenographer."

"G. W. McPherson"

(G. W. McPherson)
Authorized Deputy of the Secretary
of State and/or Custodian

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

M.N.

August 24, 1948.

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

Committee:

The Honourable Mr. Justice Sidney Smith
Chairman

1528 Marine Building
VANCOUVER, B.C.

Commander B. I. Johnson, D.S.O., R.C.N.R.
Kishizo KIMURA

A.E. McMaster, Executive Assistant

May 21, 1948.

TO THE REGISTRAR OF SHIPPING
VANCOUVER, B.C.

Sir:

Re Ex-Japanese Fishing Vessel: "H. O." NW 2201 NW 034F

Length: 31' Breadth: 7' Depth: 3'

Engine: Palmer 14 H.P.

The owner of this vessel, Hideo Okano
declines to sell at a reasonable price.

William Oja, whose signature,

for identification purposes, appears below, has offered to purchase the vessel for the sum of
EIGHT HUNDRED AND FIFTY AND 00/100 - - - - - Dollars (\$850.00),
which sum is considered reasonable and has been accepted as the purchase price by this
Committee, and is being held in trust by the Committee, pending completion of Bill of Sale.

You are requested to permit the purchaser, WILLIAM OJA
to operate this boat until the presently licensed owner, HIDEO OKANO
completes the execution of Bill of Sale, or some other provision has been made.

This letter is issued in duplicate, one copy of which is to be retained in your files,
the possession of

WILLIAM OJA

for clearance and navigation purposes.

Yours faithfully,

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE.

A. E. McMASTER,
Executive Assistant.

Signature of:
"William Oja"

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

Aug. 24/48

[Handwritten signature] m w

EXHIBIT No 307 - 5

DATE
FILED BY 3 June 1948

Sept. 29th. 1942

Crown

Mr. Hideo Okano,
Kaslo, B. C.

Dear Sir:

re: "H.O.". NW2201, NWO34F
& Our file No. 619

First on August 4th, and then again later, we sent to you for signature, the following:

- (1) Agreement for Sale form in duplicate
and
- (2) Assignment of Claim form in duplicate

along with the request that the License for the Vessel be returned therewith.

We have received no response to these appeals.

In view of the fact that you have yet time to act and promptly receive the proceeds of the sale before we turn the amount over to the custodian of properties, will you kindly and appropriately acknowledge this letter.

We might add that the price obtained for you was considerably above the appraisal value set on the vessel by a highly competent Surveyor.

Yours truly,

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

Per.

T
Enc.

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

Aug. 24/48

mw

[Handwritten Signature]

~~EXHIBIT No.~~
3 June 1948

~~DATE~~
~~FILED BY~~ Crown

~~R.R. 1,~~
~~New Westminster, B.C.~~
~~May 13th, 1942.~~

Japanese Fishing Vessels Disposal Committee,
1528 Marine Bldg.,
Vancouver, B.C.

Dear Sirs:

I am desirous of buying this boat,
"H.O." NW 2201, NW 034F, and am willing to pay \$850.00 for same.
The suggested negotiating price is \$690.00, and owner refuses to
consider less than \$1,200.00.

Please advise me regarding this, as
soon as possible.

Yours truly,

"W. Oja"

"Per A. Arpe"

W.O/CMcG.

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

Aug. 24/48

A. Hyde

GENOA BOND

The Liverpool-Manitoba ASSURANCE COMPANY

LIABILITY GUARANTEED BY
THE LIVERPOOL & LONDON & GLOBE
INSURANCE COMPANY LIMITED

REPLACING POLICY NO. **New** AGENCY **Vancouver, B. C.** NO. S. B. NO.

SUM INSURED	RATE	PREMIUM	TERM	FROM NOON (STANDARD TIME)	TO NOON (STANDARD TIME)
\$ 1,000.00	1½%	\$15.00	12 <small>MONTHS</small>	7th JULY 1942	7th JULY 1943

This policy of Insurance witnesseth, that in consideration of

- HIDEO OKANO -

hereinafter called the Insured, having undertaken to pay to **The LIVERPOOL-MANITOBA ASSURANCE COMPANY**, hereinafter called the Company, the sum of

- FIFTEEN & 00/100 -

100 Dollars,

the Premium for the term above mentioned, for insuring against all direct Loss or Damage by Fire or Lightning, as hereinafter appears, the Property hereinafter described, in the sum or sums following, namely:

EXHIBIT No. 307-7
DATE 3 June 1948
FILLED BY claimant

\$1,000.00 On the following Nets and Gear:-

NETS

	Size of Twine	Mesh	Mesh Depth	Fathoms Length		Value	
1.	12/40	10"	34	400	Barbour	\$250.00	
2.	9/40	8-5/8"	38	300	Barbour	175.00	
3.	5/40	6 1/2"	48	300	Barbour	150.00	
4.	4/40	5 3/8"	50	300	Barbour	150.00	
5.	6/50	7"	45	150	Barbour	85.00	
6.	6/50	7"	45	100	Barbour	45.00	
7.	5/60	5"	55	400	Barbour	150.00	
8.	5/60	5-7/8"	50	150	Barbour	60.00	
9.	Odd Pieces of Net						100.00

LINES

10.	Lead Lines	200 fathoms				30.00
11.	Lead Lines	150 fathoms				25.00
12.	Lead Lines	200 fathoms				30.00
13.	Lead Lines	150 fathoms				25.00
14.	Lead Lines	200 fathoms				30.00
15.	Lead Lines	200 fathoms				30.00
16.	Cork Lines	200 fathoms				30.00
17.	Cork Lines	150 fathoms				25.00
18.	Cork Lines	200 fathoms				30.00
19.	Cork Lines	150 fathoms				25.00
20.	Cork Lines	200 fathoms				30.00
21.	Cork Lines	200 fathoms				30.00

Total Value **\$1,505.00**

All only while contained in the 1½ story frame, shingle roofed Net Storage House. Situate on the South side of Bayview Street, in the Village of Steveston, in the Province of British Columbia and being approximately 700 feet East of the Imperial Cannery Reduction Plant, and marked "A" on diagram on file in the office of the B. C. Underwriters' Association.

B.C.U.A. map reference: Vol. Sheet Block No.

Loss, if any, payable to **Assured.**

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

OTHER CONCURRENT INSURANCE PERMITTED.

PERMISSION GRANTED to make ordinary alterations or repairs, not to exceed fifteen days at any one time, but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing.

LIGHTNING AND ELECTRICAL CURRENT CLAUSE:—See Statutory Conditions.

Attached to and forming part of Policy No. **20895** of **THE LIVERPOOL-MANITOBA ASSURANCE COMPANY**

Dated **JULY 7th**

194 2. **WILSON INSURANCE AGENCIES LTD.**



No. 6 (Nov., 1923)
5M-12-41

John N. Wilson
Agent. MGR.

THIS POLICY IS SUBJECT TO THE TERMS AND CONDITIONS ENDORSED OR OTHERWISE EXPRESSED HEREON, WHICH ARE TO BE TAKEN AS PART OF THIS POLICY.

ST	COLK TINES	500	12/10/00	30.00
SO	COLK TINES	500	12/10/00	30.00
Jd	COLK TINES	120	12/10/00	52.00
Jg	COLK TINES	500	12/10/00	30.00
Jh	COLK TINES	120	12/10/00	52.00
Je	COLK TINES	500	12/10/00	30.00
Jf	1,000 TENS TINES	500	12/10/00	30.00
Jg	TENS TINES	120	12/10/00	52.00
Jh	TENS TINES	500	12/10/00	30.00
Ji	TENS TINES	120	12/10/00	52.00
Jo	TENS TINES	500	12/10/00	30.00

NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	DATE	TO WHOM ISSUED	STANDARD TIME
1	8175/46	Twice	TONS	20	7th JULY 1942	BELPON	30.00
2	2/1/20			400	7th JULY 1942	BELPON	120.00
3	4/1/20			100	7th JULY 1942	BELPON	32.00
4	4/1/40			120	7th JULY 1942	BELPON	82.00
5	2/1/40			300	7th JULY 1942	BELPON	120.00
6	2/1/40			300	7th JULY 1942	BELPON	120.00
7	2/1/40			300	7th JULY 1942	BELPON	122.00
8	8175/46	Twice	TONS	24	7th JULY 1942	BELPON	520.00

The Insured hereby agrees to pay to the Insurer, The L... ASSURANCE COMPANY, the sum of... Dollars.

... of the property described above, or any part thereof, shall be destroyed or damaged by Fire or Lightning at any time while this Policy is in force...

THE COMPANY HEREBY AGREES with the Insured (but subject to the terms and conditions endorsed or otherwise expressed hereon, which are to be taken as part of this Policy), that if the property above described, or any part thereof, shall be destroyed or damaged by Fire or Lightning at any time while this Policy is in force, the Company will pay or make good all such direct loss or damage, to an amount not exceeding in respect of the several matters above specified, the sum set opposite thereto respectively, and not exceeding in the whole the sum of

- ONE THOUSAND & 00/100 - Dollars,

nor the interest of the Insured in such property; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss.

IN WITNESS WHEREOF, I, President of the said Company, have executed and attested these presents, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Countersigned at Vancouver, B. C. this 7th day of JULY 1942.

John J. Wilson Authorized Representative *B. B. Smith* President.

STATUTORY CONDITIONS

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.
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.
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.
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.
5. Unless permission is given by the policy or indorsed thereon, the insurer shall not be liable for loss or damage occurring:—
 - (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;
 - (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;
 - (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;
 - (D) When the building insured or containing the property insured to the knowledge of the insured, is 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.
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.
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.
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.
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.
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.
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.
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.
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 an appraisal 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.
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.
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 incumbrances 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.
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.
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.
18. The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.
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.
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.
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.
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.
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.
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.

FORM OF TRANSFER AND CONSENT

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

*Insert, as the case may be:
"The Purchaser of the property"
"The Mortgagee of the property"
"As collateral security"

..... of
..... all right,
title and interest in this Policy of Insurance and all advantage to be derived therefrom.

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

Signed, Sealed and Delivered in presence of } S

The LIVERPOOL-MANITOBA ASSURANCE COMPANY hereby con-
sents to the above assignment, subject however, to all the provisos, conditions and
stipulations contained in said policy or endorsed thereon, it being understood that
if the Assignment be made in favor of a Mortgagee, or for collateral security, the
Insurance under said policy shall continue in the name of the Insured, whose loss,
if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Registered at..... }
this..... day of..... 19..... Authorized Representative.

FORM OF TRANSFER AND CONSENT

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

*Insert, as the case may be:
"The Purchaser of the property"
"The Mortgagee of the property"
"As collateral security"

..... of
..... all right,
title and interest in this Policy of Insurance and all advantage to be derived therefrom.

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

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if the Assignment be made in favor of a Mortgagee, or for collateral security, the
Insurance under said policy shall continue in the name of the Insured, whose loss,
if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Registered at..... }
this..... day of..... 19..... Authorized Representative.

FORM OF REMOVAL

The property insured by..... this Policy having been removed to the
..... built of..... and covered with.....
situate and being No..... on the..... side of..... Street, in
the..... of....., and for not exceeding five days from date hereof,
this insurance, under the respective items affected, shall attach in both locations in proportion as the
value of the property covered by such items affected in each location bears to the value in both locations,
and after such five days in new location only, and not as heretofore.

Additional Premium, \$.....
Registered at..... }
this..... day of..... 19..... Authorized Representative.

*Shop, Store or Dwelling.

AGENCY Vancouver, B. C.

AGENT WILSON INS. AGENCIES LTD.

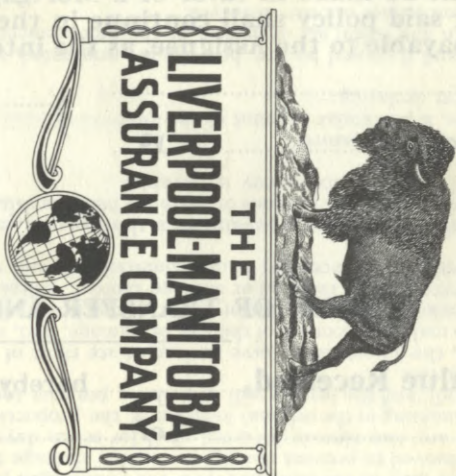
INSURED HIDEO OKANO

AMOUNT \$1,000. PREMIUM \$ 15.00

EXPIRES JULY 7th, 1943

PROPERTY NETS & GEAR

No. 20895



HEAD OFFICE
500 PLACE D'ARMES
MONTREAL

WILSON INSURANCE AGENCIES, LTD.

PHONE MARINE 5456
Complete Insurance Service

SUITE 301
325 HOWE ST., VANCOUVER, B. C.

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 insurance 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.

FORM OF SURRENDER

Received from The LIVERPOOL-MANITOBA ASSURANCE COMPANY

the Sum of Dollars, being the consideration for which the within Policy is hereby cancelled and surrendered.

Witness..... Insured.

Witness..... Payee.

Date..... 19.....

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 4856

EXHIBIT No. _____

NAME Hideo OKANO

REG. No. 03897

DATE DECLARATION <u>Apr. 18/42</u> EVACUATION _____	INVENTORY TAKEN BY _____ DATE _____	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
		12/40x10x34x400 Barbour \$250.				250.00
		9/40x8 ⁵ / ₈ "x38x300 "		50.00		
		5/40x6 ¹ / ₂ "x48x300 "		105.00		
		4/40x5 ³ / ₈ "x50x300 "				
		6/50x7"x45x150 "		85.00		
		6/50x7"x45x100 "		45.00		
		5/60x5"x55x400 "				
		5/60x5 ⁷ / ₈ "x50x150 "		35.00		
		Odd pieces of net		44.00		
		1165.00				
		Lead Lines - 200 fathoms 30.		33.00		
		" " 150 " 25.		25.00		
		" " 200 " 30.		30.00		
		" " 150 " 25.		25.00		
		" " 200 " 30.		30.00		
		" " 200 " 30.		30.00		
		170.00				
		Cork Lines 200 fathoms 30.		33.00		
		" " 150 " 25.		25.00		
		" " 200 " 30.		30.00		
		" " 150 " 25.		25.00		
		" " 200 " 30.		30.00		
		" " 200 " 30.		20.00		
		170.00				
		Anchor Ropes 30 fa. 15.				
		" " 20 " 7.50				
		" " 25 " 7.50				
		" " 20 " 7.50				
		" " 25 " 5.00				
		42.50		9.25		
		Lead Cork Lines \$10.00 10.00				10.00
		Lead Line 5.00 5.00				5.00
		<u>Barbour Net Twines:-</u>				
		5x60x50 lbs. \$173.50				
		6x40x26 lbs. 78.00				
		5x40x30 lbs. 93.00				
		344.50		3.00		
				712.25		265.00
		<u>Other Sales:-</u>				
		140 Fa. Lead Line		25.00		
		Miscellaneous		1.50		
		TOTAL SALES:		738.75		
		1 Fishing Boat-Palmer Motor				
		14-18 H.P. \$1300.00	1300.00		850.00	
			3207.00			
		<u>RECAP OF CLAIM: (on Nets and Lines)</u>				
		Goods claimed for amount of 1342.00			\$ 712.25	
		" " " " " 265.00			Declared, not found.	
		" " " " " 300.00			No account, theft etc.	
		<u>CLAIM:</u>				
		Nets & Lines	1907.00			
		Custodian Sale Price	712.25			
		CLAIM		1194.75		
		Vessel	1300.00			
		Custodian Sale Price	850.00			
		CLAIM:		450.00		
		TOTAL CLAIM:		1644.75		

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
TENDER &c								
			250.00					<i>NETS</i> This office wrote to Hideo OKANO asking him to complete an enclosed net form and return it to this office to aid us in identifying his nets.
50.00								
105.00						150.00		
85.00								
45.00						150.00		July 6/43 this office wrote to OKANO again requesting that he complete a net form. We received no reply to these letters.
35.00								
44.00								
33.00								
25.00								
30.00								
25.00								
30.00								
30.00								
33.00								
25.00								
30.00								
25.00								
30.00								
20.00								
9.25			10.00) 5.00) *					
3.00								
712.25			265.00			300.00		
25.00								
1.50								
738.75								
850.00								

* - Are these a part of 140 fathoms lead line sold for \$25.00. (See Other Sales)

P Macdowell

EXHIBIT No. 307-8
 DATE 3 June 1948
 FILLED BY Crown

appraisal for \$ 712.25
 , not found.
 nt, theft etc.

75
 00
 75