Name of Claimant KADO, Shizuo Case 561

Custodian File 6894

## 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 | |
| | | | | | 1081 | | 685.80 | | | | 685.80 |
| | | | | | | | | | | | 18.00 |

## 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 | |
|---|---|---|---|---|---|---|---|---|
| 52.00 | 20.00 | | 38.46% | 270.45 | | 36.50 | | |
| | | 6.00 | | | 104.01 | | 4.38 | 114.39 |

| | |
|---|---|
| TOTAL RECOMMENDATION | 818.19 |

CASE NO: 561.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 12th, 1948.

IN THE MATTER OF THE CLAIM OF
SHIZUO KADO.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 561.

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 L.H. STACK, SUB-COMMISSIONER).

Lethbridge, Alberta,
August 12th, 1948.

IN THE MATTER OF THE CLAIM OF
SHIZUO KADO.

PROCEEDINGS AT HEARING.

APPEARANCES:

| | |
|---|---|
| G.E.A. RICE, Esq.,K.C., | appearing for the Dominion Government. |
| W.E. HUCKVALE, Esq., | appearing for the claimant. |

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| | |
|---|---|
| MISS LILLIE THOMAS, | Secretary. |
| D.J. HANDFORD, Esq., | Official Interpreter. |
| S.R. HOWARD, Esq., | Official Reporter. |

THE SECRETARY: Case No. 561, Shizuo Kado.

SHIZUO KADO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Kado, you have a claim with respect to some farmland in British Columbia, is that right?

A Yes.

Q And that land is described as Lots 2 and 3 of Section 32, Block 5, North Range 2 West, Map 4080, District of New Westminster?

A Yes, that is correct.

Q Now with respect to that claim for farm lands, I want you to look at that form (indicating), if you will. A: Yes.

Q And has that been read over to you?

A Yes.

Q And is that your signature on it?

A Yes.

Q And are the particulars contained in that form true and correct to the best of your knowledge, information and belief? A: Yes.

MR. HUCKVALE: I tender that as Exhibit 1, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: And I would ask my friend to file the farm appraisal report on behalf of the Crown.

(APPRAISAL REPORT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: Now, Mr. Kado, according to this appraisal report the nearest rail point was Kennedy. I notice you have made a notation in

pencil there. Is Kennedy correct or not?

A This is the nearest railroad station I have marked in pencil, Scott West, which is about a half a mile.

Q So that Kennedy is incorrect, is that right?

A If you go by road, by truck, they are about the same.

Q They are about the same? A: Yes.

But if you walk, Scott West is closer.

Q Now, I observe, according to this report, that your well was only six feet deep; is that right or not?

A It is only timbered for about six feet but it goes down a further 10 feet without any timber.

Q Now on page 3 of this appraisal, the appraiser has this property located on a side road a half a mile west of the Sandell Road and about three-quarters of a mile north of the intersection of Sandell and Town Line Roads. Is that a correct description of where it is?

A This would be correct measuring along the road which curves, but if you walk directly, the distance is a little less.

Q I see. O.K. Now, did you insure the dwellings on this place? A: Yes.

Q I want to show you this policy (indicating). Will you tell me if that is the insurance you had on your house? A: Yes.

Q Now can I just see that a moment? I notice that endorsement on this policy dated September 20th, 1940, which reads: "It is understood and agreed that there is no longer a stove-pipe chimney in the within described dwelling, and this

"policy is hereby made subject to the attached Superior Construction Endorsement, in consideration of which the rate hereunder is reduced from 3.50 to 1.80, and a return premium of $14.50 is allowed the insured to adjust."

Did you improve that chimney in any way when that endorsement was made?

A Yes, I had a contractor build a brick chimney.

Q And wasthat built approximately the same time that that endorsement was made on the policy?

A About one month prior to the date of this endorsement.

MR. HUCKVALE: I will tender that policy with its endoosement, sir.

(INSURANCE POLICY MARKED EXHIBIT NO. 3).

MR. HUCKVALE: The insurance policy is for one thousand dollars.

Q Was your house inspected when it was insured, Mr. Kado? A: Yes.

Q Now I want to show you a picture. Can you tell me what that is a picture of?

A The large house on the left is my dwelling house.

Q And that is the dwelling house that was insured?

A Yes.

Q And does that show the brick chimney?

A Yes.

Q And, roughly, when was that picture taken?

A In 1940.

MR. HUCKVALE: I tender that picture of the dwelling

house.

(PHOTOGRAPH MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Q: Now, I show you another picture. Will you tell me what that is a picture of?

A This is a picture of my farm showing the new dwelling house in the centre with the old dwelling house just to the right of it.

MR. HUCKVALE: I tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Now you cleared roughly 7 odd acres of this place, did you not? A: Yes.

Q Was the clearing heavy or light?

A It was very heavy clearing.

Q I want to show you that picture. Will you tell me what it is a picture of?

A This is one of the logs that had to be cleared.

Q Who is the individual in the picture?

A That is myself.

Q Well, is that typical of the type of timber that was on this place when you cleared it?

A Yes, this is representative of the logs.

Q And roughly what year would that picture be taken in? A: In 1932 or '33, I think probably '33.

MR. HUCKVALE: I will tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 6).

MR. HUCKVALE: Q: Now I show you another picture. Will you tell me what that is a picture of?

A This is a picture of part of my strawberries.

Q I take it that was after the land was cleared,

cultivated and planted, is that right?

A Yes.

Q And roughly what year would that picture be taken?

A About 1938.

Q And what plants are growing there?

A Strawberry plants.

Q Strawberry plants? A: Yes.

MR. HUCKVALE: I tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 7).

MR. HUCKVALE: Q: Now you have a claim, too, for personal chattels, have you not, Mr. Kado?

A Yes.

Q I show you the supplement to your original claim. Does that give a list of the chattels?

A Yes, this is a list of my property.

Q And with respect to those chattels will you take a look at that form, please?

A Yes.

Q Have you read that form over or had it read over to you? A: Yes.

Q And have you signed it? A: Yes.

Q And are the particulars in it true and correct to the best of your knowledge, information and belief?

A Yes.

MR. HUCKVALE: I tender that.

(STATEMENT MARKED EXHIBIT NO. 8).

MR. HUCKVALE: And I would ask my friend to file on behalf of the Crown the analysis of personal property.

(ANALYSIS MARKED EXHIBIT NO. 9).

MR. HUCKVALE: I would point out, sir, and doubtless my friend has observed it, that there is a reduction of $53.30 in the chattel claim as originally filed. $52.30, it is.

Q You claim amongst other things, Mr. Kado, for four beds? A: Yes.

Q What condition were those beds in at the date you left this farm? A: They had been used for two or three years.

Q Well what condition were they in?

A Well they weren't broken or in bad repair or anything. They just had two years of ordinary wear.

Q Now you claim for some other small items, a clothes basket, a four gallon oil can, a galvanized pail. Do you remember those items?

A Yes, those were all left upstairs.

Q What shape were they in?

A They were in good condition when I left.

Q And you also claim for 7 sacks of lime?

A Those were left in the old house.

Q Was that lime useable or not at the date you left the place? A: Yes, there was nothing wrong with it.

Q Now have you claimed, Mr. Kado, for any single article that you took with you when you left the farm? A: No.

Q Will you answer Mr. Rice, please.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value. I am

submitting that the chattels that came into the hands of the Custodian were sold for their fair market value. I am submitting that the other articles that are claimed by the claimant were turned over to persons other than the Custodian and that the Custodian is not responsible for the same; and if the Custodian is responsible in any manner, then the claim placed by the claimant on the articles that have been stolen or lost is exorbitant.

I wish to tender, your Honour, as an exhibit a memorandum respecting real property as to its assessment and sale.

(MEMORANDUM MARKED EXHIBIT NO. 10).

CROSS-EXAMINATION BY MR. RICE:

Q I show you a letter dated July 22nd, 1942,

A Yes.

Q Is that your signature? A: Yes.

Q That is your signature? A: Yes.

Q This letter is addressed to Mr. C.L. Drewry, Royal Bank Building, Vancouver, B.C.?

A Yes.

MR. RICE: That is a member of your staff, Mr. Shears?

MR. SHEARS : He was at the time, yes.

MR. RICE: Q: That was the Custodian's office you were writing to, wasn't it?

A Yes.

MR. RICE: I tender this letter as an exhibit.

MR. HUCKVALE: May I see it?

MR. RICE: Certainly, excuse me.

(Letter to Mr. Huckvale).

(LETTER MARKED EXHIBIT NO. 11).

MR. RICE: Q: In this letter you say as follows:

"I am letting you know about the articles that were not found by your agent. The bicycle which were to be sold to Mr. Schmelback was cancelled and I have brought it here with me. Murrays have used the four sacks of Ge-West and promised to return it when I return. I sold the straw to B & K in Westminster. Murrays bought the jam crates from me and paid for it. I have also sold the berry crates and received payment for it. Some of the goods listed by the Custodian which are not there in the house are here with me. I am returning you the inventory list with some of the goods listed which were missing on the farm."

Now I show you a list of goods dated July 22nd, 1942, apparently signed by yourself. Is that your signature? A: Yes, that is my signature, and this is a list that was sent to me by the Custodian and I returned it.

Q You returned it with the additions you put on it?

A Yes.

MR. RICE: I would like to file this document, your Honour, as an exhibit. The inventory of chattels left on the property, signed by the claimant.

(INVENTORY MARKED EXHIBIT NO. 12).

MR. RICE: Q: Now in this list, apparently, you have

added, "Things used by Murray Company, 1 wheelbarrow, 1 7-tooth cultivator, 2 hoe, 1 axe, 4 sacks Go-West".

Is that right? A: Murray asked to borrow the cultivator, to which I consented. The other things I mentioned he just borrowed on his own without consent.

Q You leased this land, did you not, to Murray Company Limited? A: As I don't understand English very well, I didn't at the time. It wasmy understanding that I was selling the crop. I found later that the understanding had been translated to mean leasing the property and I was very much surprised.

Q You signed a written lease, did you not, for a year, leasing the place from 1942,from the 7thof May, '42, to the 7th of May, '43?

A I signed a document believing it to be the sale of the crop only and when I discovered that it was a lease of the entire property, I was very much surprised.

Q Well you went to your own lawyer to have it done, did you not, Mr. J.M. Streight?

A Yes, with an interpreter.

Q And you not only gave him a lease but you gave him an option to renew thelease for a year, did you not? A: No, I don't remember doing that.

Q Y ou gave the company an option to renew the lease, did you not? A: No, I don't

remember doing that.

Q Why did you put down here on this list that you signed of the chattels belonging to you, "Things used by Murray Company", and then they are listed, five items?

A The Custodian sent asking for a report of what had been loaned, so I entered those and informed him accordingly.

Q You informed him that you had loaned these articles to Murray Company and opposite it you have other articles listed with an addition or a notation by them, "May be used by Murray Company", this list here (indicating).

A Murrays were using quite a number of pickers and they needed mattresses, so this phrase, "may be used by Murray Company" applies only to the last item, 10 mattresses, which, as far as I knew, they may be using for their pickers.

Q This insurance that you referred to in thepolicy, Exhibit 3, you were afterwards notified that that insurance was cancelled on you?

A No, I never heard anything about it.

Q Did you not receive a letter from the insurance company that the insurance had been cancelled?

A I received a letter in regard to my life insurance saying that it was cancelled because I couldn't pay.

Q I show you a copy of a letter purporting to be written by the National Union Fire Insurance Company per Dale & Company, Limited, addressed to

you, care of Mr. Lewis Brandley in Raymond. Just look at that and tell me if you ever received the original of that?

A No, I never received this.

Q Never received this? A: No.

Q The letter purports to be registered to you in the copy.

A No, I did not receive it.

Q Did yourwife or a member of your family receive it?

A No.

MR. RICE: It is a copy of a letter, your Honour, and I would like to tender it. He says he never received it.

MR. HUCKVALE: He said he never received that letter.

MR. RICE: I will admit that, but it was registered to him and there would be evidence to show that he signed for it.

MR. HUCKVALE: That is a very nasty rotten remark.

THE SUB-COMMISSIONER: I think you should produce the evidence that he signed for it.

MR. HUCKVALE: He should identify the letter. He said he never received it.

THE SUB-COMMISSIONER: I do not see how I can let that go in, Mr. Rice.

MR. RICE: I am bound by his answer. He said he never received it, but we may have evidence later on to prove that he did receive it. I don't know why he shouldn't have received it.

Q You worked for Brandley, do you not?

A When I first came here I did.

Q When you first came here you went to work for Lewis Brandley at Raymond?

A Yes.

Q And a letter addressed to you, care of Lewis Brandley, should reach you in the ordinary course of mail?

MR. HUCKVALE: When?

MR. RICE: 1942.

A Yes.

Q This letter purports to be dated September 10th, 1942, and refers to the insurance policy that was filed as an exhibit by the claimant. I would like to have it marked for identification, anyhow, your Honour.

THE SUB-COMMISSIONER: All right, mark it for identification. It would appear that the letter was written after he was evacuated.

MR. RICE: That is right, but I am dealing just with the matter of the insurance that he refers to, and if he was a good risk, why should the insurance be cancelled on him?

MR. HUCKVALE: For the simple reason that he didn't live any longer in the place.

THE SUB-COMMISSIONER: Exactly. I do not think there is any signification.

(LETTER MARKED "A" FOR IDENTIFICATION).

MR. RICE: Q Did you ever receive from the Custodian's office a copy of the statement of your account, what the property had sold at?

A Yes.

Q Is that a copy of the statement that you received (indicating)? A: Yes.

Q It is? A: Yes.

MR. RICE: I would ask that that statement be marked as an exhibit, your Honour.

(STATEMENT MARKED EXHIBIT NO. 13).

MR. RICE: Q: I notice in this statement that was sent you there is a credit of $3.37 as a refund of fire insurance premium?

A Yes.

Q What was that for? A: Wasn't that the refund for the building of the brick chimney.

Q It doesn't say so. The brick chimney is something that you settled yourself, apparently. It wasn't settled by the Custodian.

THE SUB-COMMISSIONER: There is no doubt about the insurance, is there, and the fact that it was cancelled?

MR. RICE: He said it wasn't cancelled.

MR. HUCKVALE: All he said was he never got the letter.

MR. RICE: He said it wasn't cancelled as far as he knew.

MR. HUCKVALE: In any of the sales that were made there, the effective date of the sale under the V.L.A. was the 1st of January, 1943, and if there was insurance on that date, that insurance was cancelled by the Custodian and the owner was allowed an adjustment.

MR. RICE: This was cancelled in September of 1942.

THE SUB-COMMISSIONER: After he was evacuated.

MR. RICE: I believe so, that it was after he was evacuated but the insurance company said they did not want to carry the risk.

MR. HUCKVALE: They didn't say anything of the kind. They elected to cancel the policy and that is a letter that my learned friend has been trying to get in.

THE SUB-COMMISSIONER: Are you trying to impress the Court with the suggestion that because the insurance policy was cancelled that the property wouldn't bear insurance?

MR. RICE: I am suggesting that it was over-insured.

THE SUB-COMMISSIONER: I am afraid you are going too far if you are trying to suggest that, by what is before me.

MR. RICE: Well the insurance company did not want to carry the risk; that is definite, your Honour.

MR. HUCKVALE: Did you ever hear of an insurance company that wanted to carry a risk on an empty house?

MR. RICE: They do it right along. They will do it for you and they will do it for me.

THE SUB-COMMISSIONER: Gentlemen, I think we are labouring this point too far.

MR. RICE: Q: What goods did you bring here?

A Two mattresses and some farmers' tools, and there were some garden tools and I think it was a total of 11 cases which were shipped from Vancouver and there were three stolen at this end at Magrath, and I never received them.

Q Where were they when they were stolen? In whose

care or custody? A: They were in transit and when I found they were missing I reported to the railway company immediately, and they checked and stated that they were put off at Magrath but after that nothing was ever heard of them.

Q Have you any idea what were in those cases?

A In one box there was some baking tins and some medicines for my wife, some medicines for my wife and other small items, small items of kitchenware. In another box there were blinds, hoes, rakes, shovels and such items, and there was a Japanese type of scythe. It is a very long time ago now and I am not sure now if there were two cases or possibly three that were missing; I am not sure at this date.

Q Did you see these cases in Magrath?

A No.

Q And are you claiming the contents of those boxes as part of your claim here?

A No, those are not included.

Q Those items are not included?

A Those items are not included.

Q That is all.

RE-DIRECT EXAMINATION BY MR. HUCKVALE:

Q Just one question, Mr. Kado. That letter of July 22nd, which is marked Exhibit 11, refers to a bicycle. Do you remember that?

A Yes.

Q Is that the same bicycle which you are claiming or

not? A: No, that is a different one. The one I brought with me was a new one. The one that was left behind was an old one.

MR. HUCKVALE: So far as the crates and other things mentioned in that letter, we are not claiming for them at all. They are not on the claim at all.

RE-CROSS EXAMINATION BY MR. RICE:

Q Why, in your letter, did you say that you had the bicycle here with you, the letter Exhibit 11?

A The Custodian requested information about the bicycles, so I reported that I had brought the new one with me but left the old one behind in the shed.

Q You didn't say anything of the kind. This is what your letter says: "The bicycle which were to be sold to Mr. Schmelback was cancelled and I have brought it here with me". You didn't say anything about any other bicycle in that letter, did you?

A I had arranged to sell the new one to Mr. Schmelback, but I heard before I left that a bicycle would be very useful here so that I cancelled the arrangement and brought it with me.

MR. RICE: I would point out, your Honour, that the bicycle was not declared among his chattels.

MR. HUCKVALE: That is all, thank you, Mr. Kado.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

"S.R.Howard; Official Reporter".

Certified Correct.

SUB-COMMISSIONER:

Case No. 561
Dec 6894

**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 NOV 29 1947

Letter

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

(1) NAME KADO Shizuo (RCMP) Reg. No. 12712
(Print) Surname Given Name

(2) Pre-Evacuation Address R.R. #4, New Westminster, B.C.

(3) Present Address WELLING, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) Municipality of Surrey, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Westerman ?Road, R.R. #4, New Westminster, B.C.
Lots 2 and 3 of Section 32, Block 5 North Range 2 West,
Map 4080, District of New Westminster. C. of E. 50791.

(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.) Sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land SEE SUPPLIMENT FOR DETAILS - - - - $ 3838.00
(ii) Buildings - - - - - - - - - - - - - - - - $ 1600.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - - - - - - - - - - - - - - - - - - - - $ 5438.00
(v) Amount at which Custodian sold property and credited your account - - $ 1081.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 4357.00

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation locked in pickers house.

(over)

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

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

1. _____ Estimated Value $_____
2. SEE SUPPLIMENT Estimated Value $_____
3. _____ Estimated Value $_____
4. _____ Estimated Value $_____
5. _____ Estimated Value $_____
6. _____ Estimated Value $_____
7. _____ Estimated Value $_____
8. _____ Estimated Value $_____
9. _____ Estimated Value $_____
10. _____ Estimated Value $_____

TOTAL CLAIM FOR PROPERTY LOSS $_____

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) - - - - - - - - - - - - - - - - - - - - - - - - - - - - - $ 4841.33

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

(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 )
of )
TO WIT: )

I, Shizuo Kado of the village
of welling in the Province of Alberta.

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of 'The Canada Evidence Act".

DECLARED before me at the Town )
of Raymond )
in the Province of Alberta )
this 15 day of November )
A.D. 1947. W L Jones ) A Commissioner &c.

Shizuo Kado.

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.

SUPPLIMENT

5. Personal property.
(e) Itemized description of personal property which is the subject of the claim.

| | | |
|---|---|---|
| IN HOUSE | 1 baby crib .....estimated value | $ 4.00 |
| | 4 beds | 60.00 |
| | 6 kitchen chairs | 6.00 |
| | 1 dresser | 5.00 |
| | 1 clothes basket | 1.00 |
| | Kitchen utensils & personal belongings | 15.00 |
| | 1 4-gal oil can | 1.00 |
| | 2 boxes sulfur | 22.00 |
| | 1 kitchen range | 50.00 |
| | 1 " cabinet | 15.00 |
| | 1 5 gal stone crock | 1.65 |
| | 1 galvanized pail | .50 |
| | dining table | 8.00 |
| | 1 heater | 8.50 |
| | doll | 15.00 |
| In PICKERS HOUSE: | | |
| | 2 hand sprayers | 44.30 |
| | 1 cultivator | 8.50 |
| | 1 bicycle | 15.00 |
| | 1 plough | 21.50 |
| | 3 crosscut saws | 36.50 |
| | 2 steel pulleys | 20.00 |
| | 1 crow bar | 1.50 |
| | 3 peaveys | 5.00 |
| | 3 mattocks | 4.50 |
| | 1 pick | 2.70 |
| | 2 axes | 4.50 |
| | 2 sledge hammers | 5.50 |
| | 1 roll ½" cables | 20.00 |
| | 1 single harness | 35.00 |
| | 7 sacks lime | 3.50 |
| | 1 wheel barrow | 10.00 |
| | 1 heater | 10.00 |
| | 3 rakes | 6.75 |
| | 3 wedges | 4.50 |
| | 2 hand saws | 5.00 |
| | 10 mattresses | 20.00 |
| RENTED TO MURRAY | | |
| | 1 wheel barrow | 3.50 |
| | 7 tooth cultivator | 16.50 |
| | 2 hoes | 1.00 |
| | 1 axe | 2.50 |
| | 4 sacks "Go-West" | 16.50 |
| | Total | $536.90 |
| | Received from Custodian | 52.57 |
| | Claims for personal property | $484.33 |

REAL ESTATE:
Land
Details:

| | | |
|---|---|---|
| | Original cost of land ... | $750.00 |
| | Improvement by crop: | |
| | 5 acres strawberries | 1500.00 |
| | 1 acre rhubarb | 36.00 |
| | currants | 22.00 |
| | Gooseberries | 20.00 |
| | Asparagus | 10.00 |
| | Fruit trees | 100.00 |
| | Improvement by clearing | 1400.00 |
| | Estimated value of land | 3838.00 |

Building details:
Dwelling 24 X 32 - - 2 story
Picker's house 24 X24
Barn 16 X 22
Shed 16 X 20
2 packing sheds.

KADO S.

(Claimant's Name)

**REAL ESTATE**
(Farm Land)

12712

Reg. No.

| LAND | Acres | Date of Purchase | From Whom | Cost Price | Cleared Uncleared or cultivated at date of Purchase | Improvements at date of Purchase | Estimated value at Date of Sale |
|---|---|---|---|---|---|---|---|
| Uncleared 8 | | | | | | | |
| Cultivated not planted | $15\frac{1}{4}$ | 1931 | Mr. King | $575. cash | | | |
| Cultivated and not in crop | | | | | | | |
| List Crops | | | | | | | |
| $5\frac{3}{4}$ acres strawberries | | | | | All bush | Nil | |
| 1/3 rhubarb | | | | | | | |
| 1/3 acres blackcurrants | | | | | | | |
| 36 fruit trees. | | | | | | | |
| Total | | | | | | | |

**IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS** (e.g. cultivation, plants, trees or special equipment)

| Description | When Made | Cost |
|---|---|---|
| Clearing | 1931-42 | $300.00 per acre |
| Drainage Ditches, approx. 800& & pipe | Yearly | 200.00 |
| Well, 12' deep | 1934 | 50.00 |

**BUILDINGS**

| Type | Size | Finish | Date Built | Cost Material | Paid for Labour | Value of Own Labour | Allowance for Depreciation | Estimated Value |
|---|---|---|---|---|---|---|---|---|
| House | 24 x 30 | Frame | 1937-40 | $700.00 | | $500.00 | $200.00 | $1000.00 |
| Pickers House | 24 x 24 | " | 1931-34 | 200.00 | | 200.00 | 200.00 | 200.00 |
| Barn | 16 x 22 | " | 1939 | 150.00 | | 75.00 | 50.00 | 175.00 |
| Pack shed | 16 x 20 | " | 1934 | Material from farm | | 50.00 | 0 | 50.00 |
| Pack shed | 18 x 24 | " | 1938 | $50. plus shake roof | | 50.00 | 25.00 | 75.00 |

EXHIBIT No. 561-1
DATE Aug 12/48
FILLED BY W. R. Hucheon & Co.

Comments re Appraiser's report not covered by above information: I farmed this placecontinuously since 1931 and always had good crops. Well never went dry, in fact neighbouring farms often got water from my place in hot weather. There was always enough moisture to produce good crops. I had had returns from gooseberries and blackcurrants but rhubarb and asparagus had just been started and no harvest had been produced from them. I supported wife and 4 children (oldest then 7) on this place. I employed as many as 30 pickers at a time. House was insured for $1000. A photo of it will be produced as well as other pictures of my place.

Shizuo Kado
Signature

BC-535-P

BC/535-P Page 1

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

# Farm Appraisal Report

6894

File No. J.L.443

Land Description Lots 2 & 3, Sec.32, Blk.5N., Map 4080.
No number on house.

Containing 15.25 Acres

Owner's Name S. KADO Post Office Address R.R.No.4, New Westminster, B.C.
South Westminster P.O. 2½ mls.

Nearest Rail Point Kennedy, B.C.E.R. Distance 2½ miles

Market Town New Westminster Distance 5 miles

Church (give denomination) St. Helens (Anglican) Distance 2 "

Nearest School Queen Elizabeth & Simon Cunningham Distance 2 "

State how property was identified: By survey post, map and roads.

Roads: State whether property has access to main road, the kind of road and its condition.
On side road ½ mile west of Sandell Road and north of Town Line Road, gravel, fair. Road to west of property not constructed.

Is this district a good one? Poor, some light sandy soil and hard pan. Poor farming district.

Employment opportunity Seasonal on farms, mainly berry picking. Industries such as sawmills, etc., along Fraser River, 4 miles distant.

Predominating Nationality and religion: British, Protestant

Describe Fencing and its condition: No fencing. Value $

Water supply: Wood cribbed well 6' to water. Goes dry after hot spell. Value $

## BUILDINGS ON FARM

| BUILDINGS | DIMENSIONS | MATERIAL | HEIGHT | ROOF | AGE | Foundation | REPAIR | VALUATION |
|---|---|---|---|---|---|---|---|---|
| HOUSE | 24 x 30 | frame | 14' | shgls | 10 y. | cedar posts | fair | 700.00 |
| | x | | | | | | | |
| Packing shed.. | 16 x 26 | Poles & shks | 9' | shks | 20 " | Poles | poor | - |
| BARN | x | | | | | | | |
| | x | | | | | | | |
| RN | 16 x 20 | frame | 8' | shgls | 2 " | Posts | good | 100.00 |
| Packing shed | 22 x 28 | Poles & shks | 8' | shks | 20 " | " | poor | - |
| GRANARY | x | | | | | | | |
| | x | | | | | | | |
| shack | 12 x 24 | frame | 9' | shgl | 20 " | cedar psts | fair | 100.00 |
| Leanto | 12 x 24 | | 8' | | | | | |
| | x | | | | | | | |

No electricity in house.

Total present day value $ 900.00

Total Value Buildings add to farm $ 650.00

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

$

Describe the basement and chimneys: No basement. Brick chimney from ground.

No. rooms downstairs? 4 Upstairs? unfinished. How finished Boards

Are buildings painted? No Condition of paint --

Distance from nearest bush 50 yds.

EXHIBIT NO. 561-2
DATE Aug 12/46
FILED BY J.L.A. Rice

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

| ACRES | LEVEL, UNDULATING, ROLLING OR HILLY | SOIL (State Depth) | SUB-SOIL | KIND AND QUALITY OF CROP | VALUE PER ACRE | TOTAL |
|---|---|---|---|---|---|---|
| 6.85 | Level & sloping<br>Drained | sandy & gravelly loam - some light sand 6" - 20" | sand, gravel, Hard Pan | Straws. etc. - fair | 50 | 342.50 |

Area which can be cultivated without cost other than for breaking.

| LEVEL, UNDULATING, ROLLING OR HILLY | SOIL (State Depth) | SUB-SOIL | | VALUE PER ACRE |
|---|---|---|---|---|
| | | | | |

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

| ACRES | LEVEL, UNDULATING, ROLLING OR HILLY | SOIL (State Depth) | SUB-SOIL | NATURE OF RECLAMATION NECESSARY | RECLAMATION COST PER ACRE | VALUE PER ACRE | TOTAL |
|---|---|---|---|---|---|---|---|
| 2.5 | Level & Sloping. | sandy loam 6" - 20" | sand, gravel, hardpan | now slashed, clearing of stumps etc. | 100.00 | 20.00 | 50.00 |
| 5.9 | " " | " | " | Clearing of bush some cordwood | 150.00 | 10.00 | 59.00 |

Area Unsuitable for Cultivation.

| CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY. | NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE | VALUE OF LAND PER ACRE |
|---|---|---|
| | | |

Total value of Land $ 451.50

Total added by buildings to value of farm $ 650.00

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

Total value of farm $1101.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm in good state of cultivation - now rented to Murray Co. Ltd. for $550.00.

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

Noxious weeds: Some thistles.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Taxes $36.90
Surrey Municipality.

Date: July 1st, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 22 day of June, 19 42.

Inspector's Signature "R. W. BROWN"

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

# Farm Appraisal Report

Remarks: Property is located on a side road 1/2 mile west of Sandell road and about 3/4 mile north of the intersection of Sandell and Town Line roads. There is considerable variation in the soil on this property. The south portion is a bench with sandy loan and sand and hardpan underneath. This portion is drained. The balance is on a north slope with lighter soil and near the north boundary is almost straight sand with a sand sub-soil. Part of bush has been slashed but the stumps are still in and there is second growth, the balance is fairly heavy clearing.

Buildings are in fair shape and there is no fencing. Water is obtained from a wood cribbed well but apparently it goes dry after a hot dry summer.

There is no electricity available at present but a power line runs about 100 yards to the east. The house is not numbered. There are a few fruit trees around the house but of no commercial value, Pears, Cherries, Apples.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

This is not a good property as the light soil would dry out after a short spell of hot weather. For this reason it is possibly best suited to growing straws. Soil would require building up by cover cropping.

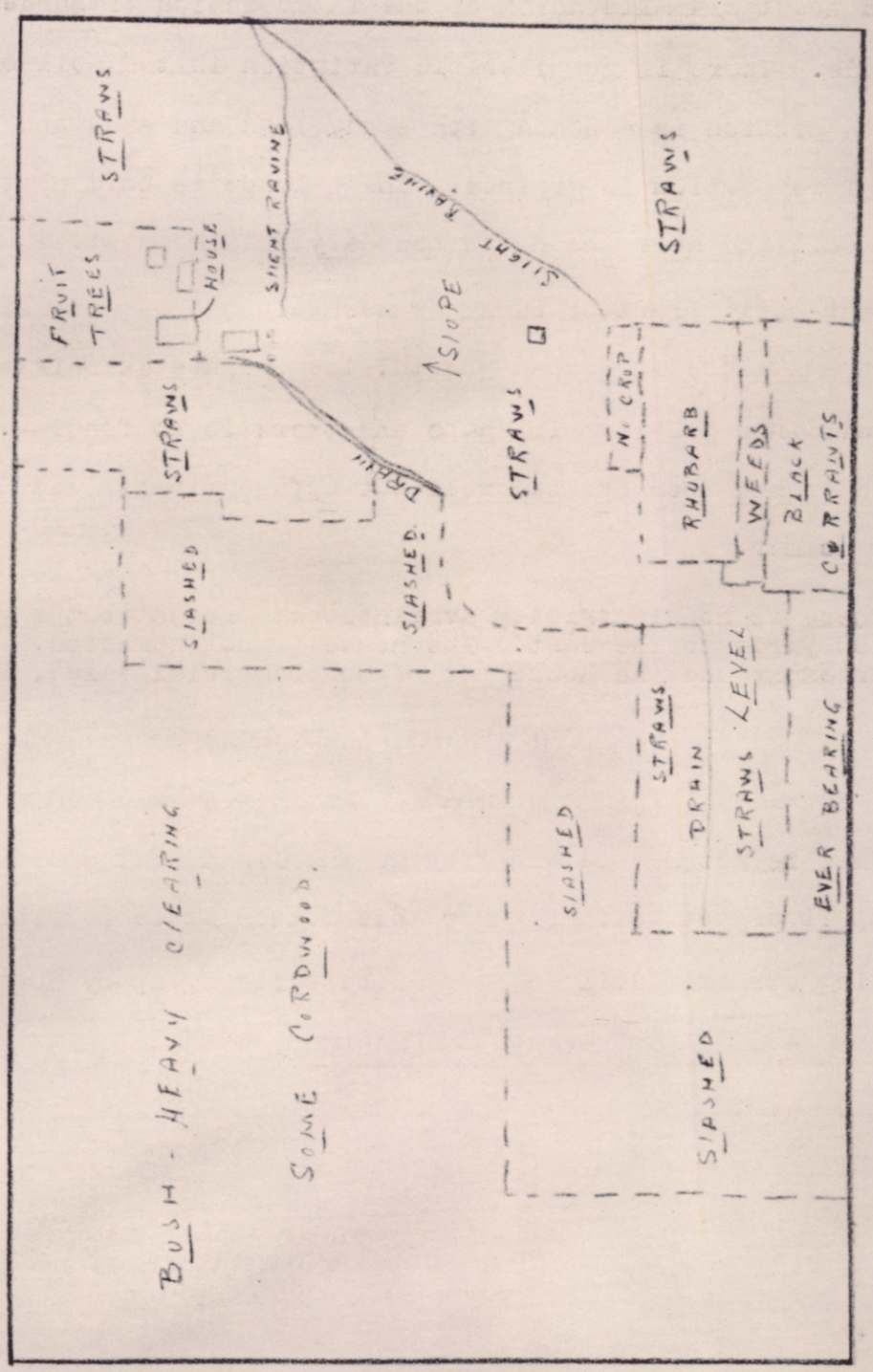
ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUIITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

| | Present Value |
|---|---|
| Approximate acreages in small fruits. | $ |
| 5.45 ac. Straws (British Sovereign) | $ |
| .3 " Straws (Ever bearing) | $ |
| .3 " Rhubarb | $ |
| .3 " Black currants | $ |
| .35 " Trees etc. | $ |
| .15 not cropped | $ |
| | $ |
| | $ |
| Total | $ |

Amount fruit trees add to value of farm $

## Diagram of Property




Following careful review of this appraisal report, it is my opinion that the present value is $ 1100.00

Date 7th July, 1942.

"I. T. Barnet"
District Superintendent.

# ENDORSEMENT

NATIONAL UNION FIRE
Company INSURANCE COMPANY

Policy No. 201451 Agency Vancouver, B.C.

Name of Insured SHIZUO KADO

Map Reference: Sheet Block No. Isolated

Date of Policy Apr.20th 1940 Term 3 years Co-insurance carried nil

Insurance on items affected: { Item 1 $ 1000.00 Nature of Property Farm Dwelling

## SUPERIOR CONSTRUCTION ENDORSEMENT

**RESTRICTIVE CLAUSE (For General Use)** Form 66.

Inasmuch as the rate of premium payable under this policy is affected and/or modified by the user and/or condition and/or location and/or maintenance of the insured property, it is understood and agreed between the Company and the Insured that

all chimneys in the within described dwelling are of brick, built from the ground.

Attached to and forming part of Policy No. 201451 of the NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburg, Pa.

DALE & COMPANY, LIMITED.

Per: [signature] Agent.

Dated at Vancouver, B.C. this --20th------ day of September--- 1940.

B.C. STANDARD FORM U.F.A.

No. 66 (April, 1928)
(20M-12-35)

# ENDORSEMENT

NATIONAL UNION FIRE
Company INSURANCE COMPANY

Policy No. 201451 Agency Vancouver, B.C.

Name of Insured SHIZUO KADO

Map Reference: Sheet Block No. Isolated

Date of Policy Apr.20th 1940

Term 3 years Co-insurance carried nil

Insurance on items affected: Item 1 $ 1000.00 Nature of Property Farm Dwelling

Item $ Nature of Property

| Effective Date | Old Rate | New Rate | Additional Premium | Return Premium |
|---|---|---|---|---|
| Sept.20th 1940 | 3.50 | 1.80 | -- | $14.50 |

IT IS UNDERSTOOD AND AGREED that there is no longer a stove-pipe chimney in the within described dwelling, and this policy is hereby made subject to the attached Superior Construction Endorsement, in consideration of which the rate hereunder is reduced from 3.50 to 1.80, and a return premium of $14.50 is allowed the Insured to adjust:

All other terms and conditions remaining unchanged.

Attached to and forming part of policy No. 201451 of the NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburg, Pa.

BC STANDARD FORM UA

No. 106.
50M-3-40

Dated September 20th -- 1940. DALE & COMPANY, LIMITED.
Vancouver, B.C.

Per: _____ Agent.

STOCK COMPANY

# NATIONAL UNION FIRE INSURANCE COMPANY

HEAD OFFICE FOR CANADA
METROPOLITAN BLDG.
TORONTO, ONT.

PITTSBURG, PA.

MANAGERS FOR CANADA
DALE & COMPANY
LIMITED

Policy No. 201451

Replacing Cover Note No.

Replacing Policy No. n e w

Cancelled
Expired

AGENT DALE & COMPANY, LIMITED
ADDRESS VANCOUVER, B. C.

Insurance Plan Reference: Vol: ISOLATED Sheet Block No.

| Sum Insured | Rate | Premium | Term | From Noon | To Noon |
|---|---|---|---|---|---|
| $-1,000.00 | 3.50 | $-35.00 | THREE YEARS | APRIL 20TH -- 1940 | APRIL 20TH 1943 |

**Whereas** - - - - - - - - - SHIZUO KADO - - - - - - - - - - - - - - - - - - - - - - -
(hereinafter called the Assured) having agreed to pay to NATIONAL UNION FIRE INSURANCE COMPANY (hereinafter called "the Company"), the amount of premium above stated, the Company hereby agrees with the Assured (but subject to the terms and conditions printed on the back hereof, which are to be taken as part of this policy), that if the property hereinafter described, or any part thereof, shall be destroyed or damaged by fire or lightning at any time within the period above mentioned, or at any time afterwards, so long as the Assured or his, or her, or their Representatives in interest shall duly pay to the Company, and it shall accept the sum required for the renewal of this Policy, the Company will, out of its Capital Stock and Funds pay or make good all such loss or damage, to an amount not exceeding in respect of the several matters below specified the sum set opposite thereto respectively (unless previously altered by endorsement on back hereof) and not exceeding in the whole the sum above mentioned.

EXHIBIT No. 561-3
DATE Aug. 12/48
FILLED BY W. R. Stuckvale

## FARM PROPERTY

On the following property owned by the Insured and occupied by - - SHIZUO KADO - - - - - - for farm purposes only, situate (Insured or Tenant) On Lot "B", Blocks 2 and 3, West 1/2 Section 32, Block 5 N., R. W. 2, Group 2, Municipality of Surrey, Province of British Columbia

Loss, if any, on buildings only payable to - the Insured -

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 | 1-1/2 Story | Frame | Shingle | $1000.00 |
| 2. On Household Contents as per clause hereunder. | | | | | nil |
| 3. On the building occupied as barn No.....on diagram and | x | | | | nil |
| 4. On Farm Produce only while contained therein. | | | | | nil |
| 5. On the building occupied as barn No.....on diagram and | x | | | | nil |
| 6. On Farm Produce only while contained therein. | | | | | nil |
| 7. On the building occupied as a granary No..... on diagram and | x | | | | nil |
| 8. On Farm Produce only while contained therein. | | | | | nil |
| 9. On the building occupied as a.....No..... on diagram and | x | | | | nil |
| 10. On Farm Produce only while contained therein. | | | | | nil |
| 11. On the building occupied as a.....No..... on diagram. | x | | | | nil |
| 12. On IN CONSIDERATION of the rate at which this policy is written, PERMISSION is hereby granted for the use of a STOVE-PIPE CHIMNEY in the above described dwelling. | | | | | |
| 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. | | | | | nil |
| 14. On livestock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured. | | | | | nil |
| 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. | | | | | |
| **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. | | | | | $1000.00 |

**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.

**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. 201451 ---- of NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburg, Pa.

Dated April 20th 1940
" Vancouver, B.C.

193 DALE & COMPANY, LIMITED.

Per: .....Agent.

B.C. STANDARD FORM

No. 7 (Sept., 1937)
5-11-38

STOCK COMPANY

# NATIONAL UNION FIRE INSURANCE COMPANY

HEAD OFFICE FOR CANADA
METROPOLITAN BLDG.
TORONTO, ONT.

PITTSBURG, PA.

MANAGERS FOR CANADA
DALE & COMPANY
LIMITED

Policy No. 201451

No insurance attaches under any of the above items unless an amount is specified and inserted in the blank immediately preceding the wording of the item.

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

This Policy is made and accepted in reference to the conditions herein contained and hereunto annexed, which are hereby declared to be part of this contract, and to be used and resorted to, in order to explain the right and obligations of the parties hereto, in all cases not herein otherwise specially provided for.

**In Witness Whereof,** this Company has executed and attested these presents; but this Policy shall not be valid until countersigned by the duly authorized Agent of the Company at Vancouver, B. C.

*Secretary*

British Columbia 6135 FOLIO

*President*

Countersigned at Vancouver, B. C.,

this 20th day of April - - - - - - - 1940.

DALE & COMPANY, LIMITED.

Per: ..... Agent.

201301-201600-8-38

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

# 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 movable, 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 meanings 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

## Form to be Used in Case of Sale

The property within described having been sold and conveyed to .....
..... of .....
.....do hereby transfer, assign, and set over unto.....and.....assigns all.....right, title, and interest in this Policy of Insurance, and all benefit and advantage to be derived therefrom, subject, nevertheless, to all the terms and conditions of the policy.

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

.....Insured

Witness:
.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....
this.....day of.....19.....

.....
Agent.

## Form to be Used in Case of Mortgage

The property within described having been mortgaged to.....
of .....NATIONAL UNION FIRE INSURANCE COMPANY,
is hereby requested to make loss, if any, payable to said Mortgagee as.....interest may appear, subject, nevertheless, to all the terms and conditions of the policy.

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

.....Insured

Witness:
.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....
this.....day of.....19.....

.....
Agent.

## Form to be Used in Case of Transfer of Mortgage Interest

For value received,.....hereby transfer, assign and set over unto
.....and.....assigns, all.....right, title and interest in this Policy of Insurance, and all benefit and advantage to be derived therefrom, subject, nevertheless, to all the terms and conditions of the policy.

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

.....
Mortgagee.

Witness:
.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....
this.....day of.....19.....

.....
Agent.

## Assignment of Interest

This is to certify that.....interest in above policy has ceased.

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

.....

Witness:
.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....
this.....day of.....19.....

.....
Agent.

DALE & COMPANY
LIMITED

GENERAL AGENTS

FOR THE

PROVINCE OF BRITISH COLUMBIA

MARINE BUILDING

VANCOUVER

Standard Fire Insurance Policy for Provinces of
ONTARIO, MANITOBA, SASKATCHEWAN,
ALBERTA, BRITISH COLUMBIA
NEW BRUNSWICK and NOVA SCOTIA

*Assured* SHIZUO KADO

*Property* FARM DWELLING

*Expires* APRIL 20TH 1943

*Amount* - - - $ 1,000.00

*Premium* - - - $ 35.00

**No.** 201451

# NATIONAL UNION FIRE INSURANCE COMPANY
## PITTSBURG, PA.

MANAGERS FOR CANADA
DALE & COMPANY, LIMITED
METROPOLITAN BUILDING
TORONTO

廣瀨彰

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.

No. of Policy.....

No. of Renewal.....

Amount Insured $.....

| | Year | Month | Day |
|---|---|---|---|
| Date of Cancellation | | | |
| Date of Policy . . . | | | |
| Time in Force . . . | | | |

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

Premium Earned at.....rate $.....

Premium Returned . . . $.....

IF PRO RATA, STATE REASON WHY:

.....

.....

## Form of Surrender

NOTE: A receipt should be taken for return premiums in all cancellations and signed by the Assured and Payee.

*Dated at*.....19.....

In Consideration of NATIONAL UNION FIRE INSURANCE COMPANY, having agreed to pay to the Assured .....Dollars return premium, this Policy (and the last renewal receipt, if any issued in renewal thereof) is hereby cancelled and surrendered to this Company.

.....
*Assured*

.....
*Payee*

## Removal Permit

Permission is hereby granted to remove the property insured under

(1st, 2nd, 3rd or all)

items of this policy to the storey building built of

and roofed with only while occupied as

and situate

*Insurance map reference: Vol.* *Sheet* *Block* *No.*

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.

*Dated* 19 *Per*.....*Agent.*



Ex. 4.



Ex. 5



Ex. 6.



Ex. 7.

KADO S.
(Claimant's Name)

**PERSONAL CHATTELS**

12712
Reg. No.

| Description of Major Items (and particularly of goods lost, stolen or destroyed) | Approximate Date Purchase | New or Used When Purchased | Price Paid | Condition when Evacuated | Estimated value at Date of Evacuation |
|---|---|---|---|---|---|
| 4 beds (including springs) | 1935-39 | New | $90.00 | Good | $60.00 |
| 2 boxes sulphur | 1941 | " | 22.00 | " | 22.00 |
| 1 Kitchen range | 1934 | Used | 70.00 | " | 50.00 |
| 1 Kitchen Cabinet | 1936 | " | 20.00 | " | 15.00 |
| 2 Hand sprayers | 1938-40 | New | 14.40 & 27.00 | " | 30.00 |
| 1 Bicycle | 1932 | Used | 25.00 | " | 15.00 |
| 3 Cross cut saws | 1932-1937 | New | 12.00 & 11.50 & 14.00 | " | 20.00 |
| 2 steel pulleys | 1938 | " | 22.00 | " | 20.00 |
| 1 Roll ½" cables | 1938 | " | 25.00 | " | 20.00 |
| 1 single harness | 1940 | " | 35.00 | Only used twice | 35.00 |
| 1 heater | 1938 | " | 11.00 | Good | 8.00 |
| 10 Mattresses | 1938 | " | 3.50 each | " | 20.00 |
| 7 tooth cultivator | 1940 | " | 16.50 | " | 12.00 |

Description of Storage of Goods:

I am not claiming any of the goods I took with me, e.g., the one bicycle I claim was left. I took another.
Nor am I claiming for any goods disposed of by me.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Claim for doll is abandoned. | My claim should have read "Dolls" | | | | | Deduction | $15.00 |
| Claim for hand sprayers | should be reduced to | $30.00. | | | | " | 14.30 |
| " " | 3 cross cut saws | " | " | " | " | 20.00 | " 16.50 |
| " " | heater | " | " | " | " | 8.00 | " 2.00 |
| " " | 7 tooth cultivator | " | " | " | " | 12.00 | " 4.50 |

General Statement as to Chattels not Described above:

EXHIBIT No. 561-8
DATE Aug 12/48
FILLED BY W. R. Hackwell

Additional Comments, if any:

Shizuo Kado.
Signature

# ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 6894 EXHIBIT No. ____

NAME KADO, Shizuo REG. No. 12712

DATE
DECLARATION Apr.29/42
EVACUATION June 20/42

INVENTORY
TAKEN BY ____
DATE ____

| DETAILS OF CLAIM | | SALES AUCTION | SALES TENDER &c | SOLD WITH REAL PROP. | DECL. NOT FOUND |
|---|---|---|---|---|---|
| **Left in House:** | | | | | |
| 1 Couch | | | | | |
| 1 Bureau | | | | | |
| 1 Kitchen table | | | | | |
| Coat hangers | | | | | |
| Chairs | | | | | |
| ~~1 Singer Sewing machine~~ | | | | | |
| kitchen stove | | | | | |
| 2 heaters | | | | | |
| kitchen utensils on shelves | | | | | |
| plumbing | | | | | |
| **In Storage House:** | | | | | |
| New harness | | | | | |
| 3 Wedges | | | | | |
| Sledge hammer | | | | | |
| Mattock | | | | | |
| Hay fork | | | | | |
| 25 Strawberry crates | | | | | |
| Rake | | | | | |
| Hoe | | | | | |
| 500 Jam Crates | | | | | |
| 25 Raspberry crates | | | | | |
| 3 Wheelbarrows | | | | | |
| Plough | | | | | |
| Cultivator | | | | | |
| Harrow | | | | | |
| Peevie | | | | | |
| Crowbar | | | | | |
| Logger saws | | | | | |
| Cable blocks | | | | | |
| Coal | | | | | |
| Wood | | | | | |
| Straw (8 ton) | | | | | |
| 4 Mattresses | | | | | |
| 6 Mattresses | | | | | |
| 6 sacks fertilizer | | | | | |
| 4 sacks Go-West | | | | | |
| 5 Sacks Lime | | | | | |
| 2 spray pumps | | | | | |
| **In House:** | | | | | |
| 1 Baby crib | 4.00 | F 1.50 | | | |
| 4 beds | 60.00 | F (1) 4.00 | | | |
| 6 kitchen chairs | 6.00 | | F 3.50 | | |
| 1 dresser | 5.00 | F 7.00 | | | |
| 1 clothes basket | 1.00 | | | | |
| Kitchen utensils & personal belongings | 15.00 | | | | |
| 1 4-gal oil can | 1.00 | | | | |
| 2 boxes Sulfur | 22.00 | | | | |
| 1 kitchen range | 50.00 | | F 8.00 | | |
| 1 kitchen cabinet | 15.00 | | F 3.00 | | |
| 1 5 gal stone crock | 1.65 | | K 4.00 | | |
| 1 galvanized pail | .50 | | | | |
| dining table | 8.00 | | F 6.00 | | |
| 1 heater | 8.50 | | F 2.00 | | |
| 1 doll | 15.00 | | | | |
| **In Pickers House:** | | | | | |
| 2 Hand sprayers | 44.30 | | | | |
| 1 cultivator | 8.50 | | | | |
| 1 bicycle | 15.00 | | | | |
| 1 plough | 21.50 | | | | |
| 3 crosscut saws | 36.50 | T 3.50 | | | |
| 2 steel pulleys | 20.00 | | | | |
| 1 crow bar | 1.50 | | | | |
| 3 peaveys | 5.00 | | | | |
| 3 mattocks | 4.50 | | | | |
| 1 pick | 2.70 | | | | |
| 2 axes | 4.50 | | | | |
| 2 sledge hammers | 5.50 | | | | |
| 1 roll ½" cables | 20.00 | | | | |
| 7 sacks lime | 3.50 | | | | |
| 1 single harness | 35.00 | | | | |
| 1 wheel barrow | 10.00 | | | | |
| 1 heater | 10.00 | F 4.00 | | | |
| 3 rakes | 6.75 | | | | |
| 3 wedges | 4.50 | | | | |
| 2 hand saws | 5.00 | | | | |
| 10 mattresses | 20.00 | | | | |
| **Rented to Murray:** | | | | | |
| 1 wheel barrow | 3.50 | | | | |
| 7 tooth cultivator | 16.50 | | M 10.00 | | |
| 2 hoes | 1.00 | | | | |
| 1 axe | 2.50 | | | | |
| 4 sacks "Go-West" | 16.50 | | | | |
| Total: | 536.90 | | | | |
| Less Custodian Sale Price | 52.57 | | | | |
| TOTAL CLAIM: | 484.33 | $20.00 | $36.50 | | |
| **Also Sold by not Claimed:** | | | | | |
| Barn door track and hanger | | M 1.00 | | | |
| High Chair | | F 3.00 | | | |
| | | $24.00 | $36.50 - $60.50 - Total Sa | | |

**RECAP:**

Goods valued by Claimant at $70.50 were sold at Auction for.....$20.00.
Goods valued by Claimant at 105.65 were sold by Tender etc. for $36.50.
Goods valued by Claimant at 36.00 were abandoned.
Goods valued by Claimant at 15.00 were taken with him.
Goods valued by Claimant at 22.00 were unsold.
Goods valued by Claimant at 287.50 were "not accounted for,theft etc."

Of the last mentioned amount goods valued at $74.75 were not Inventoried by our representatives, but were added to the list by Mr. KADO.

The balance of goods valued at $212.00 which were unaccounted for may have been taken away or disposed of by Mr. Kado subsequent to taking Inventory as he was still in the Protected Area. See his letter dated July 22, 1942.

No. 6894 EXHIBIT No. _____ I CASE No. _____

No. 12712 VENUE Lethbridge, Alberta.

| SALES | | SOLD WITH REAL PROP. | DECL. NOT FOUND | NO RECORD AT ANY TIME | ABANDONED | NOT ACCOUNTED FOR THEFT &C | UNSOLD | Taken with him. | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| CTION | TENDER &c | | | | | | | | |
| 1.50 | | | | | | | | | |
| 4.00 | | | | | (2) x | (1) x | | | Bed and Spring sold. |
| | F 3.50 | | | | | | | | |
| 7.00 | | | | | | | | | |
| | | | | | x | | | | |
| | | | | | | x | | | Probably taken with him. |
| | | | | | x | | | | |
| | | | | | | | x | * | ("May be used by Murray"-Lessee. Not Inventoried. |
| | F 8.00 | | | | | | | | |
| | F 3.00 | | | | | | | | |
| | K 4.00 | | | | | | | | |
| | | | | | x | | | | |
| | F 6.00 | | | | | | | | |
| | F 2.00 | | | | | | | | |
| | | | | | | x | | | Probably taken with him. Not inventoried. |
| | | | | | | x | | | |
| | | | | | | x | | | |
| | | | | | | | | x + | Taken with him. |
| | | | | | | x | | | |
| 3.50 | | | | | | (1) x | | | Only one Inventoried. |
| | | | | | | x | | | |
| | | | | | | x | | | |
| | | | | | | x | | | |
| | | | | | | x | | | |
| | | | | | | x | | | |
| | | | | | | x | | | |
| | | | | | x | | | | Gone Hard |
| | | | | | | x | | | |
| | | | | | | x | | | |
| 4.00 | | | | | | | | | |
| | | | | | | x | | | Not Inventoried. |
| | | | | | | x | | | Not Inventoried |
| | | | | | | x | | | Not Inventoried. |
| | | | | | | x | | * | "May be used by Murray Co." Not Inventoried. |
| | | | | | | x | | * | "Used by Murray Co." Not Inventoried. |
| | M 10.00 | | | | | | | | |
| | | | | | | x | | * | "Used by Murray Co." Not Inventoried. |
| | | | | | | x | | * | "Used by Murray Co." Not Inventoried. |
| | | | | | | x | | * | "Used by Murray Co." Not Inventoried. |
| $20.00 | $36.50 | | | | | | | | |
| 1.00 | | | | | | | | | |
| 3.00 | | | | | | | | | |
| $24.00 | $36.50 - $60.50 - Total Sales | | | | | | | | |

EXHIBIT No. 561-9
DATE Aug 12/48
FILLED BY G.R.B. Rice

* - On signed Inventory Mr. Kado stated these goods "may be used by Murray Co."

\+ - In letter dated July 22/42, attached, Mr. KADO stated he took bicycle with him. He also stated in same letter that some goods listed by Custodian in Inventory "are here with me in Raymond, Alta."
It appears that our men took the Inventory before Mr. KADO was evacuated and that he made arrangements subsequently for the disposition of some goods and also took some with him.
We sent him the Inventory, however, to Raymond, & he signed it and made some additions, but failed to strike off the goods which he took with him or disposed of in other ways.

r.....$20.00.
. for $36.50.

,theft etc."
74.75 were not Inventoried by our
Mr. KADO.
were unaccounted for may have been
nt to taking Inventory as he was
ated July 22, 1942.

561 - 10

EXHIBIT No. Aug. 12/48

DATE

FILED G.E.A. Rice

File No. 6894 June 4, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Shizuo KADO
Registration No. 12712

Veterans' Land Act transaction.

One Real Property only included, being:

Lots 2 and 3 of Section 32, Block 5 North, Range 2 West, Map 4080, Municipality of Surrey in the District of New Westminster.

Assessment: (1943) Taxes: $36.90

Land (Lots 2 and 3)..$ 920.00
Improvements (Lot 2). 400.00
TOTAL $1320.00

Soldier Settlement Board Valuation:

Land.....$ 451.50
Improvements..... 650.00
TOTAL $1101.50

Claimant's Valuation:

Land.....$3838.00-(Including clearing & improvement by corp. (Original cost of land $750.00. See Supplement
Improvements..... 1600.00
TOTAL $5438.00

Sold to Director, Veterans' Land Act for $1,081.00.

Relative documents attached to Claim File.

WJJ/HMS "W.J.Johnston"

.....

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

Sept.20/48. J. Spratt

561 - 11

Aug. 12/48

G.E.A. Rice

c/o Mr. L. Brandley,
Raymond, Alta.
July 22nd, 1942.

Mr. C.L. Drewry,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear sir:

I am letting you know about the articles that were not found by your agents. The bicycle which were to be sold to Mr. Schmelback was cancelled and I have brought it here with me. Murray's have used the 4 sacks of Go-West, and promised to return it when I return. I sold the straw to B&K in Westminster. Murray's bought the jam crates from me and paid for it, I have also sold the berry crates and received payment for it.

Some of the goods listed by the custodian which are not there in the house are here with me.

I am returning to you the Inventory list, with some of the goods listed which were missing in the farm.

Yours truly,

"Shizao Kado"

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

Sept.20/48. J. Sproat

561 - A for identification

EXHIBIT No.

DATE Aug. 12/48

FILED BY G.E.A. Rice.

REGISTER

September 10th 1942.

Mr. Shizuo Kado,
C/o Mr. Lewis Brandley,
Raymond,
Alberta.

File No.6894

Dear Sir:

This Company has elected to cancel its policy No. 201451, issued to SHIZUO KADO, loss, if any, payable to the Insured, written to cover $1,000. on Dwelling House situate on Lot "B", Blocks 2 and 3, West Half Section 32, Block 5 N., R. W. 2, Group 2, Municipality of Surrey, Province of British Columbia, from April 20th 1940 to April 20th 1943:

Kindly take notice that at the end of fifteen days from the giving of this notice the above mentioned policy will (without any further notice to you) become and be cancelled and terminated.

Cheque covering the excess premium paid by you beyond the pro rata premium up to and including the end of the said period of fifteen days, amounting to $3.37, has been handed to the Department of the Secretary of State, Office of the Custodian, Japanese Evacuation Section.

Yours truly,
NATIONAL UNION FIRE INSURANCE COMPANY,
Pittsburg, Pa.,
Per DALE & COMPANY, LIMITED.

Per:

AEG/J.

Agent

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

Sept.16/48.

W. J. Spratt

561 - 12

EXHIBIT No.

DATE Aug. 12/48

FILED BY G.E.A. Rice

File No. 6894

Name: KADO, Shizuo

Address: R.R. #4, New Westminster, B. C.

Reg. No: 12712

## INVENTORY OF CHATTELS LEFT ON PROPERTY

### UPSTAIRS

1 baby's crib
2 beds
1 kitchen chair
1 dresser
1 clothes basket
1 box kitchen utensils and personal belongings
1 4 gal. oil can
2 box sulfur (may be used by Murray)

### DOWNSTAIRS

2 beds
1 kitchen range
5 kitchen chairs
1 kitchen cabinet
1 5 gal. stone crock
1 galvanized pail
1 dining table
1 heater

Things used by Murray Co.
1 wheel barrow
1 7 tooth cultivater
2 hoe
1 axe
4 sacks Go-West.

### LOCKED IN ROOM IN PICKERS HOUSE

2 hand sprayers
1 spring tooth cultivator
1 bicycle("see letter July 22 - took
1 plow bicycle with him)"
3 cross-cut saws
1 steel pulley
1 crow bar
3 peaveys
3 mattocks
1 pick
2 axes
2 sledge hammers
1 roll ½" cable (on spool)
1 single harness
7 sacks of Lime (50# each)
1 wheelbarrow
1 warming stove (#24)
2 block
3 potato rake
3 wedge
2 hand saw
10 mattress
(maybe used by Murray Co.

Confirmed:

DATE: July 22nd, 1942 Signed: "Shizuo Kado"

Please return this copy
"A.G.M."

I hereby certify that the above inventory is a true copy of the original whereof it purports to be a copy.

Sept.17/48 J. Spratt

561 - 13

EXHIBIT No.

DATE Aug.12/48

FILED BY G.E.A. Rice

File No. 6894
Reg. No. 12712

Shizuo KADO

| Date | | Particulars | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 1942 | September 14 | Refund fire insurance premium | $ | $ 3.37 | |
| | October 30 | Fire Insurance premium | 18.00 | | |
| 1943 | January 1 | Credit re Sale of Property | | 1,052.22 | |
| | | Land Registry Office - Certificate of Encumbrance | 1.00 | | |
| 1944 | October 2 | Claim paid - Y. & K. Mukai | | 260.00 | |
| | October 5 | Sale of furniture & cultivator | | 32.85 | |
| | November 18 | Proceeds Auction Sale | | 16.07 | |
| 1945 | April 7 | Manufacturers Life Assurance Co. | 111.74 | | |
| | April 10 | Cheque to you | 260.00 | | |
| | April 23 | Legal fees re sale of property | 15.00 | | |
| | November 21 | Manufacturers Life | 109.04 | | |
| | | | $ 514.78 | $1,364.51 | |

CR $ 849.73

Accounting Department
June 4th, 1948

I hereby certify that the above statement is a true copy of the original whereof it purports to be a copy.

Sept.16/48.

J. Spratt.