Name of Claimant HAYASHI, Tatsuo Case 661

Custodian File 5433

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	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	
					233.50			426.00			141.95 1326.75

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & 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	
			46%	80.00	36.80			36.80

TOTAL RECOMMENDATION	1505.50

1540

Commissioner

Hayashi

CASE NO: 661

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA, 1927, CHAPTER 99.

THE JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H. I. BIRD, COMMISSIONER.)

10 Vancouver, B.C.,

October 4, 1949.

IN THE MATTER OF THE CLAIM OF

TATSUO HAYASHI

PROCEEDINGS AT HEARING

20 APPEARANCES:

D. T. B. BRAIDWOOD, Esq., and J. C. CAMPBELL, Esq.,	appearing for the Dominion Government.
R. M. McMASTER, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
D. F. CHRISTIAN, Esq.,	Official Reporter.

MR. BRAIDWOOD: I thought your lordship had disposed of

30 this one, too, by making an award for a fire loss.

THE COMMISSIONER: I made a recommendation in this case, but now we have got Mr. Strachan here, perhaps he can convince me I was wrong in the first instance. I would like to hear what he has to say.

DAVID WILLIAM STRACHAN, already sworn:

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q This is Section 21, the northwest quarter, Block 198.

A Oh, that is between Cedar Valley and Stave. That is, Mill on the north and Stave Lake on the east are numbered that way. All these blocks have specific numbers right on continuous from the city blocks.

Q This is on the extension of Horn Avenue, one quarter of a mile from Mission, we are told.

A That is probably the actual city proper. It is still the northwest quarter of 21.

Q Yes. A: And it would be one of these lots in here, probably. (Indicating).

Q Is that in the village?

A From an assessment point of view, it is.

Q Is that an agricultural proposition?

A I would say that everything from 7th Street to Mill Street and from Cedar Valley Road to the eastern boundary, along the Stave, is agricultural pure and simple.

Q Then, that is an agricultural acreage proposition, according to your evidence?

A Yes.

Q And not a residential property?

A No; that is, at the present time.

D.W.Strachan,
In Chief.

MR. McMASTER: My understanding of the manner in which this case has been dealt with is your lordship has indicated you would be prepared tomake a recommendation with respect to a fire loss which occurred in the sum of an additional $353.00, and that as to dealing with the claim otherwise, the ordinary ratio will apply.

THE COMMISSIONER: That is my ruling.

Mr. McMASTER: In those circumstances, I don't think it is necessary for me to cross-examine this witness.

10

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

Deputy Official Stenographer

20

30

CASE NO: 661.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,

September 13th, 1948.

IN THE MATTER OF THE CLAIM OF

TATSUO HAYASHI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 661.

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 R.M. EDMANSON, SUB-COMMISSIONER).

10 Lethbridge, Alberta,

September 13th, 1948.

IN THE MATTER OF THE CLAIM OF

TATSUO HAYASHI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C.,	appearing for the Dominion Government.
A.G. VIRTUE, Esq., K.C.,	appearing for the Claimant.

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

30

THE SECRETARY: Case No. 661, Tatsuo Hayashi.

TATSUO HAYASHI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q I show you a form of summary of evidence (indicating). You might look at it and tell me if it was prepared by you in my office with the assistance of your Interpreter?

10 A Yes.

Q And is that your signature (indicating)?

A Yes.

Q Was the information in this form carefully prepared by you?

A Yes.

Q Is it true? A: Yes.

Q Are the values you have placed on your land and improvements, and on your personal property, fair values? A: Yes.

20 Q You had one piece of land of four acres near Mission? A: Yes.

Q You paid $600.00 for it?

A. Yes.

Q And you put on clearing and planting and drainage worth $1700.00? A: Yes.

Q And you put on buildings that cost $1940.00?

A Yes.

Q But you only value it altogether at $2600.00?

A Yes.

30 Q And the Custodian sold it for $426.00?

A Yes.

Q Now you claim for a stove $20.00 and books $100.00, $120.00? A: Yes.

Q I don't think you mentioned that in the J.P. form that you signed when you were evacuated?

A No.

Q How was that? A: The Custodian informed me that if I locked the place up, packed everything up, and locked the place up, he would take care of that and it would be all right.

MR. VIRTUE: I will offer that as the first exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: I wonder if my learned friend will let me see the agreement for sale on the Custodian's file dated the 1st of March, 1948.

MR. RICE: You mean '38, don't you?

MR. VIRTUE: An agreement for sale dated 1st of March, 1948.

MR. RICE: No, not '48, 1938.

MR. VIRTUE: '38, yes, pardon me.

Q You bought one piece of property on the 1st of March, 1938, for $986.90?

A Yes.

Q That was Block "D", the small property?

A Yes.

MR. VIRTUE: I will put that in as an exhibit.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q: The first property that we mention on which you put your buildings and improvements, I believe was only a quarter of a mile from Mission,

is that right, the four acre property?

A Yes, it was within the city limits.

Q It was within the city limits of Mission?

A Yes.

Q I see, all right, thank you.

MR. RICE: I am submitting, your Honour, that the real estate was sold at its fair market value. I am submitting that the chattels claimed for by the claimant were never disclosed and never came into the Custodian's possession at any time, and the Custodian is, therefore, not responsible for the same. If he is responsible, the claims made to these items are excessive.

I wish to submit as an exhibit, your Honour, a farm appraisal report, I believe I have only one appraisal report and that is with respect to Block 198. I do not appear to have the other one.

MR. VIRTUE: That is the property that the buildings are on.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. RICE: I also wish to submit a claim on real and personal property showing the valuations placed on the property by the claimant, the assessed value of the land, and the sale price.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. RICE: I also tender as an exhibit an analysis of personal property claim, your Honour.

MR. VIRTUE: The analysis?

MR. RICE: Yes.

(ANALYSIS MARKED EXHIBIT NO. 5).

CROSS-EXAMINATION BY MR. RICE:

Q I show you a J.P. form (indicating) and ask you if that is your signature?

A Yes.

Q That is yoursignature to a J.P. form that you made out, dated April 21st,1942?

A Yes.

MR. RICE: I tender that, your Honour.

(J.P. FORM MARKED EXHIBIT NO. 6).

10 MR. RICE: Q: And I show you four photographs (indicating). Do you recognize the picture in the lower right hand corner?

A What year was it taken?

Q I don't know. I am asking you if you recognize it. You tell me.

A I don't know. I know what the fruit trees are here, but I don't know what this is (indicating).

MR. VIRTUE: What is that answer?

BY THE REPORTER: "I don't know. I know what the fruit trees

20 are here, but I don't know what this is".

THE INTERPRETER: He is referring to the photograph in the right hand corner.

MR. RICE: Q: You have never seen that before?

A No, it looks similar, but if it is a picture of my house it should have another portion around to the right of where this building is here. There should be another house to the right of this building about twelve feet away from here.

Q About how many feet?

30 A Twelve feet.

Q Well that building, the photo of it, do you recognize it?

A No, I do not recognize it. This roof here is not like the roof of my house either.

Q But that building, you don't recognize it at all, even though it were damaged?

A In the first place I would like to know what year this photograph was taken.

Q I don't believe I can tell you that, but you say you don't recognize the photograph at all and I don't think the year will help us very much.

MR. VIRTUE: He has told you three times now that he doesn't recognize it.

MR. RICE: Yes.

THE SUB-COMMISSIONER: All that he was referring to was the picture in the lower right hand corner?

MR. RICE: Yes. He said the fruit trees, he recognized them. Perhaps I had better have it marked as an exhibit, and he says that the picture in the right hand corner that he does not recognize it.

MR. VIRTUE: Why mark it if he doesn't recognize it?

MR. RICE: The fruit trees and the rest of the photographs, he recognizes.

(4 PHOTOGRAPHS MARKED EXHIBIT NO. 7).

MR. RICE: Q: Did you carry insurance on your property?

A I did previously, but not at the time that I was evacuated.

Q Your counsel has produced an insurance policy that expired in August, 1937. Did you put on insurance after that? A: No, not after

that.

Q Not after August, '37?

A No.

MR. VIRTUE: I think you should put that in, or I will afterwards.

MR. RICE: Q: The books that you are claiming for, what kind of books were they?

A I don't understand English so that I am not sure exactly what kind of books they were. They were mostly English language books bought for the convenience of my children.

Q How do you know they are worth $100.00 then?

A They are English language books and they cost about $60.00 and there were a large number of Japanese books besides, so that putting them together I valued them at $100.00.

Q How old were they? A: I purchased them about 1935 or '36.

Q Have you any record at all that you paid $60.00 for the books purchased at that time?

A No.

Q All right.

THE SUB-COMMISSIONER: Referring to Exhibit 2, I notice that the land is in the name of the claimant and some other Japanese, and the value is put in here at the full amount. Should he be claiming for half of that amount, or what is the situation?

MR. VIRTUE: I suggest, sir, that that is one of those things that probably will have to be met.

THE SUB-COMMISSIONER: Pardon?

MR. VIRTUE: I suggest one of those things will have to be cleared up afterwards, the questions of joint ownership, and so on.

THE SUB-COMMISSIONER: Well, of course, is the other party filing a claim or not?

MR. VIRTUE: Not that I know of.

THE SUB-COMMISSIONER: All he can file is in respect of one-half interest, isn't that right?

MR. RICE: He has sworn that he owned the whole thing.

10 MR. VIRTUE: Q: You and Ikebuchi bought this one piece of land together?

A Yes.

Q And has Ikebuchi got any ownership in that land now, or do you own it yourself?

A Yes, we both have an interest.

Q You both have the same interest now?

A Yes.

Q All right.

THE SUB-COMMISSIONER: So that it would be a one-half

20 interest in this property?

MR. VIRTUE: Each one has an half interest.

THE SUB-COMMISSIONER: Yes. All right.

MR. VIRTUE: Now my learned friend has asked about a fire insurance policy so that I am going to put in as an exhibit this policy that expired on August 15th, 1937, for what it is worth.

(POLICY MARKED EXHIBIT NO. 8).

MR. VIRTUE: And for the record I wish to call attention to what, on the face of it, is a most remarkable

30 statement contained in Exhibit 4, the analysis of

claim on real and personal property filed by the Crown. Under the heading (2) "These buildings (not covered by insurance) were totally destroyed by fire on March 2nd, 1943. The effective date of purchase of the whole property by the Director, Soldier Settlement & Veterans' Land Act was January 1st, 1943".

That is to say the fife occurred two months after the effective date of purchase,

10 "but in making payment $353.00 was deducted as representing the value of the destroyed buildings. There is no evidence on file of what action, if any, was taken to follow up this matter."

In other words, after the man's property was sold, two months after the buildings burned down and then they deduct, apparently, as far as the record shows, $353.00 from him which is a most remarkable circumstance if there is no explanation.

20 MR. RICE: It is only fair that you should have that information.

MR. VIRTUE: What is that?

MR. RICE: I say it is only fair that you should have that information.

THE SUB-COMMISSIONER: That is all, Mr. Virtue?

MR. VIRTUE: Yes, that is all. I think my learned friend when he was showing this man the photographs, he might have called attention to the fire.

MR. RICE: He knew that the place was burned, did he

30 not?

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified correct: "S.R.Howard, Official Reporter".

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

M. Adamson

SUB-COMMISSIONER.

5433

ACKNOWLEDGED
NOV 27 1947

Case No. 661

Leth

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

---

1. Name of Claimant in full: Tatsuo Hayashi

   Registration No. 13205

2. Claimant's address at the time of his evacuation from the protected area:

   P. O. Box 133, Mission City, B. C..

3. Claimant's present address:

   c/o H. A. Jones, P. O. Box 6, Picture Butte Alta..

4. Claim relating to real property:

   (a) Street address of real property:

   Mission City, B. C..

   (b) Legal description of property:

   Village of Mission Blk 198, Sec 21
   Township 17 lot 4 Group 3
   Map 955 District of New Westminster.

   T. Hayashi (Joint Owner)
   T. Ikebuchi
   Municipality of Mission
   Block D. of lot 412 Group1
   Map 5221 District of New Westminster.

VIRTUE & RUSSELL, Barristers, Lethbridge.

(c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

Mixed Farming

(d) Title or interest held by Claimant in the real property:

Title 51441E

(e) Fair market value of real property at date of sale:

(I) Land— $ $2850.00 ($1300.00)

(II) Buildings— $ 1,300.00

House 1,000.00
Woodshed 35.00
Garage 15.00
Rhubarb Hot House 250.00

Joint owned land with T. Ikebuchi $1,550.00

(f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

$ ~~3,521.50~~ ~~$1,415.00~~ $ 4,150.00

893.00

3,257.00

5. Claims relating to personal property, etc.

(a) Location at which property was left by Claimant at date of evacuation:

House in land on Village of Mission

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

House locked not packed.

(c) In whose care was property left by the Claimant at date of evacuation?

In care of the Custodian

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

Stove	$20.00
Books	100.00

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

$120.00

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will ..... be required. yes

DATED this Nov. 13, 1947. day of ~~October~~, A.D. 1947.

Hikojiro Miyagawa
Witness to Signature of Claimant.

Tatsuro Hayashi
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Tatsuo Hayashi
(Full Name of Claimant)

c/o H. A. Jones P. O. Box 6

of Picture Butte, Alta.. Beet worker
(Present Address) *(Occupation)*

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.

2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.

3. The above Claim is true and correct.

4. I have not received any payment upon the above Claim other than the following:

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Picture Butte

in the Province of Alberta,

this 13th day of November

A.D. 1947.

Tatsuo Hayashi

Rosco D. Lutes

A Commissioner for Oaths in and for the Province of Alberta.

VIRTUE & RUSSELL, Barristers, Lethbridge.

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapted 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

Proof of Claim

Mr. Copeland,
Calgary St.
Mission City, B.C.

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 23

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Tatsuo HAYASHI

EXHIBIT No. 661-1
DATE Sept. 13/48
FILED BY G. G. Sirius

2. Registration Number: 13205

3. Present Address: c/o H.A. Jones P.O. Box 6 Picture Butte, Alta.

4. Address Prior To Evacuation: P.O. Box 133 Mission City, B. C.

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Block One Hundred and Ninety-Eight (198) of Part of Section Twenty-one (21) Township Seventeen (17) and Part of Lot four (4) Group Three (3) Map 955 Village of Mission.

(a) Nearest Post Office adjacent to land. Mission City

(b) Number of acres: 4

(c) When purchased: 1920

(d) Condition when purchased: Give improvements and values in detail as of date of purchase)

Uncleared

No ~~Building~~ Improvements

(e) Purchase Price ..... $ 600.00

6. IMPROVEMENTS:

(a)	Clearing.....acres at $.....per acre	$ 700.00	
(b)	Fencing	$	
(d)	Drainage) 1000'	$ 150.00	
(c)	Tillage	$	
(e)	Weed Eradication	$	
(f)	Planting	$ 750.00	
(g)	Fruit Trees	$ 100.00	
(h)		$	
	Total	$ 1700.00	$ 1700.00
	Carried Forward	$	$ 2300.00

Brought forward $ 2300.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
House	22 x 22 10 x 12	1930	1000.00	500.00	1500.00
Rhrbarb house	18 x 34	1937	250.00	100.00	350.00
Woodshed	14 x 16	1938	35.00	25.00	60.00
Garage	12 x 16	1939	15.00	15.00	30.00

Total Cost of Buildings 1940.00 1940.00

Total Cost of Land and All Improvements ..... $ 3240.00

Fair Market Value Land $1300.00 Buildings $1300.00 $ 2600.00

Sold by Custodian for ..... $ 426.00

Loss Claimed on Parcel 1 ..... $ 2174.00

8. Assessment for 1942:

Land ..... $ 400.00

Improvements .... $ 350.00

Total ..... $ 750.00

9. Appraisal or Valuation (by Custodian):

Lands	$	192.50
Improvements	$	600.00
Total	$	792.50

10. Rental Value per Year: $

11. Fire Insurance on Buildings:
(List amount on each building):

.....$

.....$

.....$

.....$

12. Documents in Support:

(a) Photographs:

(b) Deeds **Land Title # 51441 E**

(c) Agreements to Purchase

(d) Leases

(e) Insurance Policies

(f) Correspondence

(g)

(h)

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 2

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

(Tilte in mame of Claimant and T. Ikebuchi)

Block D of Lot 412 Group one (1) Map 5221

in the District of New Westminster.

(a) Nearest Post Office adjacent to land. Mission

(b) Number of acres: ~~9½~~ 4¾

(c) When purchased: 1938

(d) Condition when purchased: Give improvements and values in detail as of date of purchase)

Uncleared

(e) Purchase Price ..... $ 900.00

6. IMPROVEMENTS:

(a)	Clearing.....acres at $.....per acre	$ 650.00	
(b)	Fencing	$ 175.00	
(d)	Drainage)	$	
(c)	Tillage	$	
(e)	Weed Eradication	$	
(f)	Planting	$	
(g)		$	
(h)		$	
	Total	$ 825.00	$ 825.00
	Carried Forward	$	$ 1725.00

Brought forward $ 1725.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
			NIL		

Total Cost of Buildings NIL

Total Cost of Land and All Improvements ..... $ 1725.00

Fair Market Value ..... $ 1550.00

Sold by Custodian for ..... $ 467.00

Loss Claimed on Parcel 1 ..... $ 1083.00

8. Assessment for 1942:

Land ..... $

Improvements .... $

Total ..... $

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1	$	2174.00
Parcel 2	$	1083.00
Parcel 3	$	
Parcel 4	$	
TOTAL:	$	3257.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
1 stove	1924	$ 50.00	$ 20.00	
books			100.00	
			$ 120.00	

(ADD ADDITIONAL PAGE IF NECESSARY)

(IF CLAIM FOR VESSEL DESCRIBE ON SEPARATE SHEET NUMBERED 6 A)

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY

Item:	Year:	Month:	Amount.

Total: $ NIL

Total Claim for Personal Property ..... $ 120.00

Deduct Payments from Custodian ..... $ NIL

Net Loss on Personal Property ..... $ 120.00

I Certify the above to be True and Correct.

S. Ando
Witness

T. Hayashi
Signature of Claimant.

Articles of Agreement

made in triplicate the first day of March in the year of our Lord one thousand nine hundred and thirty-eight

BETWEEN

State Full Name Address and Occupation

CENTRAL FRUIT DISTRIBUTORS LIMITED, a body corporate with head office at Mission City in the Province of British Columbia,

hereinafter called the "Vendor" of the one part

AND

State Full Name Address and Occupation

TAKAICHI IKEBUCHI and TATSUO HAYASHI, both of Mission City in the Province of British Columbia, Fruit Growers,

hereinafter called the "Purchaser" of the other part.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the Mun. of Mission, District of New Westminster, Province of British Columbia, and more particularly known and described as ~~Lot~~ Block "D" of D.L. Four hundred and twelve (412), Group One (1), Map 5221.

Description of Property

~~of Block numbered~~

EXHIBIT No. 661-2
DATE Sept. 13/48
FILED BY A.H. Virtue

~~in sub-division of District Lot No.~~

~~Group~~ ~~district, according to a registered map or plan deposited in the Land Registry Office, at the City of~~ New Westminster ---------- in the said Province and numbered 5221.

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of Nine hundred and eighty six Dollars and ninety cents-------Dollars ($ 986.90-------) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of One Dollar---------- Dollars ($ 1.00--------) on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor), and the balance as follows:

Terms and Interest

The sum of $246.49 on the first day of September 1938.
The sum of $246.47 on the first day of September 1939.
The sum of $246.47 on the first day of September 1940.
The sum of $246.47 on the first day of September 1941.

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of seven per cent. (7 %) per annum, payable yearly on the first day day of September in each and every year until the whole of the principal sum and interest thereon shall have been paid.

Interest

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above-mentioned period pay any portion thereof over amounts required by this Agreement or the balance of the purchase price and interest thereon to the date of such payments, unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned:

Taxes

AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this year's taxes and charges from date of this Agreement:

PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of per cent. per annum from the date of such payment being made by the Vendor.

Insurance

AND will insure and keep insured any buildings which may be on the said land to the amount of not less than $ with loss payable to

and in the event of the purchaser failing so to do the Vendor may effect the insurance herein provided for; and will pay the Vendor all sums of money that may be paid by the Vendor for insurance premiums in respect of such fire insurance, during the currency of this agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of per cent. per annum from the date of each payment.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, and the surrender of this Agreement, the Vendor does COVENANT with the Purchaser, to convey and assure, or cause to be conveyed and assured, to the Purchaser, by a good and sufficient Deed in fee simple, ALL the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED and DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments, but subject to the conditions and reservations in the original grant thereof from the Crown.

Incumbrances

~~but subject to the conditions and reservations in the original grant thereof from the Crown,~~ and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereinunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to repossess, re-sell and convey the said lands to any Purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at Mission City, British Columbia,

Purchaser's Address

or at such other address as the Purchaser shall from time to time specify in writing to the Vendor.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale and in the lands herein described to any person whomsoever; and it is agreed that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

Title

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

y at any time within the above-mentioned
by this Agreement or the balance of the
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ith the interest thereon at the rate as
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the Purchaser at Mission City,

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on or control of the Vendor, and copies of
rnished at the expense of the Purchaser.
ereto that all grants, covenants, provisos
liabilities contained in this Agreement
and imposed upon, the respective parties
, successors and assigns, the same as if
assigns had been inscribed in all proper

IN THE EVENT of this Agreement being registered, and in the event of default being made in any payment, or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing at the date of such production.
AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE VENDOR IN THE PRESENCE OF

State Full Name Address and Occupation of Witness

"Masao Hattori"
Mission City, B.C.

THE CORPORATE SEAL OF THE CENTRAL FRUIT DISTRIBUTORS LIMITED was hereunto affixed in the presence of

"N.A. Fisher" (Seal)
President.

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER IN THE PRESENCE OF

State Full Name Address and Occupation of Witness

"Masao Hattori"

"Geo. H. Moody"
Secretary.

THE ATTACHED IS AN AGREEMENT FOR SALE OF LAND BETWEEN CENTRAL FRUIT DISTRIBUTORS LIMITED AND TAKAICHI IKEBUCHI AND TATSUO HAYASHI DATED MARCH 1st, 1938. I HEREBY CERTIFY THAT THE ACTUAL PARTICULARS AS TYPED IN ARE CORRECT. I ALSO CERTIFY THAT THE PRESENT CLAUSES, ALTHOUGH NOT WORDED EXACTLY AS IN THE ORIGINAL, GIVE THE SAME REMEDIES.

A Notary Public in and for the Province of British Columbia

JANUARY 11, 1943.

For the Secretary or other Officer of a Corporation

I HEREBY CERTIFY that on the day of March 1938, at Mission City in the Province of British Columbia

~~(whose identity has been proved by the evidence on the oath of~~ George Howard Moody who is) personally known to me, appeared before me and acknowledged to me that he is the Secretary----------of Central Fruit Distributors Limited and that he is the person who subscribed his name to the annexed Instrument, as Secretary of the said Central Fruit Distributors and affixed the seal of the Company----------to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and to affix the said seal to the said Instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at Mission City----------, British Columbia, this day of March, in the year of our Lord one thousand nine hundred and thirty-eight.

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

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

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IN THE EVENT of this Agreement being registered, and in the event of default being made in any payment, or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE VENDOR IN THE PRESENCE OF

State Full Name Address and Occupation of Witness

"Masao Hattori"
Mission City, B.C.

THE CORPORATE SEAL OF THE CENTRAL FRUIT DISTRIBUTORS LIMITED was hereunto affixed in the presence of

"N.A. Fisher" (Seal)
President.

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER IN THE PRESENCE OF

State Full Name Address and Occupation of Witness

"Masao Hattori"
Mission City, B.C.

"Geo. H. Moody"
Secretary.

"Takaichi Ikebuchi"
"Tatsuo Hayashi"

For Maker

I HEREBY CERTIFY that on the day of 19
at in the of

(whose identity has been proved by the evidence on oath of who is) personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part and that he know the contents thereof, and that he executed the same voluntarily, and of the full age of twenty-one years.

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

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

For the Secretary or other Officer of a Corporation

I HEREBY CERTIFY that on the day of March 1938, at Mission City in the Province of British Columbia

~~(whose identity has been proved by the evidence on the oath of~~ George Howard Moody who is) personally known to me, appeared before me and acknowledged to me that he is the Secretary----------of Central Fruit Distributors Limited and that he is the person who subscribed his name to the annexed Instrument, as Secretary of the said Central Fruit Distributors and affixed the seal of the Company----------to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and to affix the said seal to the said Instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at Mission City----------, British Columbia, this day of March, in the year of our Lord one thousand nine hundred and thirty-eight.

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

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

Declaration of Witness

I,
of the of in the Province of British Columbia,
make oath and say:

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

2. The said instrument was executed at

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

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

SWORN before me at
in the Province of British Columbia, this
day of 19

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

Dated MARCH 1st 19 38

CENTRAL FRUIT DISTRIBUTORS LIMITED

AND

TAKAICHI IKEBUCHI and TATSUO HAYASHI.

R.C.L. FORM NO. 11

Agreement

FOR SALE OF LAND

ROSE, COWAN & LATTA LTD. ◆ LEGAL FORM PRINTERS
748 SEYMOUR STREET, VANCOUVER, B.C.

For Attorney

I HEREBY CERTIFY that on the day of 19
at in the of
(whose identity has been proven by the evidence on oath
of who is) personally known to me, appeared before me
and acknowledged to me that he is the person who subscribed the name of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said Instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said Instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this day
of in the year of our Lord one thousand
nine hundred and

Registered No.

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

Declaration by Attorney

I,
of the of in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.

2. At the time of the execution of the said instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at
in the Province of British Columbia, this
day of A.D. 19

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

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

BC 313 P

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

Farm Appraisal Report

File No. JL-173

Land Description NW¼, Sec. 21, Tp. 17, Block 198, Village of Mission.

Containing 4 Acres

Owner's Name T. HAYASHI Post Office Address Mission

Nearest Rail Point Mission Distance ¼ mile

Market Town Mission Distance ¼ "

Church (give denomination) All denominations Distance in town

Nearest School Mission Distance ¼ mile

State how property was identified: L.R.O. Sketch and map.

Roads: State whether property has access to main road, the kind of road and its condition.

Is on Horne Avenue, not opened, but gravelled trail one block to Calgary St. is outlet.

Is this district a good one? Run down. Good when small fruits are high.

Employment opportunity Local in berry season; nearby in mills; remote in logging camps.

Predominating Nationality and religion: British. None predominating.

Describe Fencing and its condition: Part of S. line. Not owned. Value $

Water supply: Spring in field above bldgs. Piped to woodshed Value $ inc. in land

5433

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	22 x 22	Lumber	studs 9'	Shgl.	old	posts	old	
Add'n.	10 x 12	"	9	"	"	"	"	360.00
	x							
BARN Garage	12 x 16	"	7'	"	"	blks.	good	30.00
Shed	12 x 18	"	7'	"	"	"	"	30.00
BARN	x							
Rhubarb hse.	18 x 34	"	7'	"	"	"	fair	180.00
GRANARY	x							
	x							
	x							
	x							
	x							

EXHIBIT No. 661-3
DATE Sept 13/48
FILED BY G. R. A. Rice

No electric lighting. Nearest power ¼ mile.

Total present day value $ 600.00

Total Value Buildings add to farm $ 600.00

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? Repairs required can be made after occupation, as desired.

$

Describe the basement and chimneys: No basement. Brick chimney on bracket.

No. rooms downstairs? 4 Upstairs? attic How finished "V" joint; one room shiplap.

Are buildings painted? No. Condition of paint

Distance from nearst bush none near.

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.7	Hillside	6" to 8" sandy loam	Sandy clay	Old strawberries, blackberries, rhubarb. Not being maintained.	50.	185.00

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
0.3	Hillside	Sandy loam-8"	Sandy clay	Medium clearing	60.00	25.00	7.50

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 $192.50

Total added by buildings to value of farm $600.00

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

Total value of farm $792.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

Unoccupied. Cult gone back.

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

Small fruits, and chickens.

Noxious weeds:

Canada thistle.

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

Mun. and School - $10.45.
Mission City.

Date: 27th May 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 26 day of May 1942.

Inspector's Signature "B.C. WORMWORTH"

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

JL-173 - T. HAYASHI

Farm Appraisal Report

Remarks:

This block carries a value only as added acreage to other land
It is not a farming unit in itself.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

	Present Value
None of value. All gone back.	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property

T. Hayashi.

Sec 21. Tp. 17 (NW¼) Block. 198. 4. acres.

(Mission Village)

Scale. 2 ch. To 1 inch.

Following careful review of this appraisal report, it is my opinion that the present value is $ 700.00

Date 1st June 1942.

"I.T. BARNET"
District Superintendent.

#6

CLAIM ON REAL AND PERSONAL PROPERTY

Claimant: Tatsuo HAYASHI. File 5433.

	Amount	On	Jap. Valuation	Ass. Value	VLA Appr.	Realized
(1)	$2,850.00	(A) = Farmland (4 acres), Mission, B. C.	$2,850.00	$400.00	$192.50	(A) $426.00
		(B) = Half-interest in Farmland (9½ ac.), Mission.		(?)	(?)	(B) $467.00
(2)	$1,300.00	Buildings on (A) above	$1,300.00	$350.00	$600.00	
	$4,150.00	Amount of Real Property Claim				
(3)	$ 120.00	Stove & Books	$ 120.00	—	—	—
	$ 120.00	Amount of Personal Property Claim				
	$4,270.00	Total amount of Claim				

Remarks

(1-A) This land (4 acres) is described by VLA appraiser as "not a farming unit in itself" and as carrying a value only as added acreage to other land.

(1-B) This land (9½ acres) was in course of purchase from the Central Fruit Distributors Ltd., under an Agr/Sale for $986.90. Master File 5437 is away and consequently not available for reference.

(2) These buildings (not covered by insurance) were totally destroyed by fire on March 2nd, 1943. The effective date of purchase of the whole property by The Director, Soldier Settlement & Veterans' Land Act was January 1st, 1943, but in making payment $353.00 was deducted as representing the value of the destroyed buildings. There is no evidence on file of what action, if any, was taken to follow up this matter.

(3) Claimant's file carries no record of these items ($20.00 and $100.00).

EXHIBIT No. 661-4
DATE Sept 13/48
FILED BY G R Paine

Vancouver, B. C., June 14/48.

RGB/P.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5433 EXHIBIT No.

NAME Tatsuo HAYASHI.

REG. No. 13205

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
				AUCTION	TENDER &c		
DECLARATION 21/4/42	TAKEN BY						
EVACUATION 24/4/42	DATE						
"None"		Stove	$ 20.00				
		Books	100.00				
		Amt. of Pers. Prop. Claim	$120.00				
		Summary of Auction Sale:					
		1 Gramophone Case		$ .25			
		1 Heater Stand		.25			
		Gross proceeds Auction Sale:		$ .50			
		Less charges:		.12			
		Net proceeds Auction Sale:		$ .38			

Vancouver, B. C., June 14/48.

RGB/P.

FILE No. 5433 EXHIBIT No. _____ CASE No. _____

REG. No. 13205 VENUE Lethbridge.

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD		REMARKS
AUCTION	TENDER &c								
				✓					
				✓					
$ .25									
.25									
$ .50									
.12									
$ .38									
	MS								

EXHIBIT No. 661-5
DATE Sept. 13/48
FILLED BY Era Rice

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5433 EXHIBIT No.

NAME Tatsuo HAYASHI.

REG. No. 13205

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	N
DECLARATION 21/4/42	TAKEN BY		AUCTION	TENDER &c			
EVACUATION 24/4/42	DATE						
"None"		Stove $ 20.00					
		Books 100.00					
		Amt. of Pers. Prop. Claim $120.00					
		Summary of Auction Sale:					
		1 Gramophone Case	$ .25				
		1 Heater Stand	.25				
		Gross proceeds Auction Sale:	$ .50				
		Less charges:	.12				
		Net proceeds Auction Sale:	$ .38				

Vancouver, B. C., June 14/48.

RGB/P.

FILE No. 5433

EXHIBIT No.

CASE No.

REG. No. 13205

VENUE Lethbridge.

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD		REMARKS
AUCTION	TENDER &c								
				✓					
				✓					
$ .25									
.25									
$ .50									
.12									
$ .38									

EXHIBIT No. 661-5
DATE Sept. 13/48
FILLED BY Era Pine

7/5433

7/5433

661-6

FORM "JP"

FILE No. 5433

DATE Sept. 13/48

FILED BY G. E. A. Rice

Mission

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: HAYASHI Tatsuo

HOME ADDRESS: Horne Ave., Mission, B. C.

REGISTRATION NUMBER 13205 SEX: Male AGE: 56

OCCUPATION: Strawberry Grower.

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yuu "File 5831 - No Claims as 19/5/44 D."

ADDRESS OF WIFE OR HUSBAND: Horne Ave., Mission, B. C.

NAMES OF ANY LIVING CHILDREN: Torao (M), Kiyoko (F), Takeo (M) Roy (M).

ADDRESS OF CHILDREN: Mission, B. C.

AGE OF CHILDREN: 28, 24, 19, 17.

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

"R"

1. LOCATION AND DESCRIPTION: 4 acres - Horne Ave., Block 143, and 144 and 198 of part of Section 21, Twshp. 17, and of part of lot 4 - map -955 village of Mission. [The following land is owned jointly by Takaichi Ikebuchi and the declarant T. Hayashi - 9.9 acres - N.W. quarter of sec. 17 - twshp. 17 - Subdivision D, Block D of Mission "(became Bl. D. of Lot 412 - See Regd. letter 10-7-45."

2. BUILDINGS AND OTHER IMPROVEMENTS: On first mentioned land - 4 room house (one storey frame construction) root house, garage, root shed. On sec. 17 - 1 packing shed.

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

4. TAXES (Amount and where payable) School tax $6.00 - $22.22 paid to the Mun. of Mission, B. C. $7.00 paid to Mun. of Mission.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) 1941 taxes paid. $100.00 - owing on land to F. M. Fisher, Mission, B. C.

6. OCCUPANCY AND LEASES (If vacant so state) Declarant is leasing house and land for the duration to F. M. Copland of Mission, B. C. - at Horn Ave., Mission, B. C. - 4 acres - Block 198 of Sec. 21 - Twshp. 17 - for taxes paid on this land.

"Copy of Lease Copland ?"

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

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Takaichi Ikebuchi - joint ownership in the 9.9 acres.

9. IF FARM LAND STATE CROPS SOWN 1 acre of strawberries, asparagus ¼ acre, 1¼ rhubarb, blackberries, 10 cherry trees, 5 apple trees, 3 pears, 1 greegage, 6 plums 2 chestnut, - rhubarb - strawberries. "Crops sold to Mr. Metaggart, Metaguri, for $421.75. T. Hayashi received $260.85. I. IKEBUCHI received $160.90."

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1, Section 2.

2. LANDLORD'S NAME AND ADDRESS:

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

4. STATE WHEREABOUTS OF LEASE:

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

None

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

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

FORM "JP

4. INSURANCE CARRIED O

5. MORTGAGES, LIENS A

OTHERS:

6. MONEYS OWING TO YOU

7. BONDS, DEBENTURES, S

8. BANK ACCOUNTS:

9. LIFE INSURANCE: Pro

Certificate No. - B 3

10. INTEREST IN ANY ESTA

11. SAFETY DEPOSIT BOX:

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

I, the undersigned, hereby v tected area as set out above, ex tures, bonds or other securities,

I certify that the above inf every description in any protect and indirect.

Dated this 21st day

"F. T. Williams"
Witness

FOR DEPARTMENTAL USE

I hereby certi original whereof they October 27th, 1948.

ssession.

ebuchi - joint owner-
9.9 acres.
paragus ¼ acre,

rs, 1 greegage,

to Mr. #
hi received 260.85.
#1 received #160.90."

URE, FIXTURES,
AL EFFECTS:

NTEREST IN, OR

FORM "JP

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Provident Mutual Benefit Association - Membership Certificate No. - B 3290 - Beneficiary - wife - Yuu - In owner's poss.

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 21st day of April 1942.

(Signature) "T. Hayashi"

"F. T. Williams"
Witness

FOR DEPARTMENTAL USE

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
October 27th, 1948.

R. Rolland. E.B.

5H33

25

HAYASHI, Jatsuo

Miscin, B.6.

5433

25

HAYASHI, Satsue

Mission, B.C.

file 5433

25

HAYASHI, Daizuo

Mission, B.C.

Jil 5433

25

HAYASHI, Daiuo

Mission, B.b.

HAYASHI, Tatsuo
Horne Avenue, Mission, B. C.
Evac. File #5433

EXHIBIT No. 661-7
DATE Sept 13/48
FILLED BY G. Ra Rice

FORM F-5

STOCK COMPANY

REGISTERED UNDER THE MANITOBA INSURANCE ACT
LICENSED UNDER THE SASKATCHEWAN INSURANCE ACT 1925
LICENSED UNDER THE ALBERTA INSURANCE ACT
LICENSED UNDER THE BRITISH COLUMBIA FIRE INSURANCE ACT

No. 200559

EXHIBIT No. 661-8
DATE Sept. 13/48
FILED BY A.G. Virtue

NATIONAL UNION FIRE INSURANCE COMPANY

PITTSBURG, PA.

Amount $ ---1,200.00 Rate 2% Premium $ --24.00

In Consideration of the Stipulations herein named and of

---- TWENTY-FOUR ---------- Dollars Premium

Does Insure ---------- TATUO HAYASHI ----------

---------- for the term of -- THREE YEARS -----

from the --- FIFTEENTH ------ day of -- AUGUST ------ 19 34 at noon

to the ---- FIFTEENTH ------ day of -- AUGUST ------ 19 37 at noon

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding

---- TWELVE HUNDRED ---------- Dollars,

to the following described property while located and contained as described herein, and not elsewhere, to wit:

FARM PROPERTY

BUILDING ISOLATED

On the following property owned by the Assured and occupied by ----insured---------- (Assured or Tenant) for farm purposes only, situate
On Block 198, being Part of Quarter of Section 21, Township 17, near Mission City, Province of British Columbia.

Loss, if any, 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 (Brick chimney)	x	1 Sty.	Frame	Shingle	$600.00
2. On Household Furniture as per clause hereunder.					600.00
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					nil

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 live stock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured. — nil

Such vehicles, horses, live stock 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 live stock is insured against lightning anywhere.

On household furniture, furnishings, personal effects, equipment (including musical instruments) and supplies, excluding radio transmitting equipment, merchandise kept for sale or on storage, motor vehicles of any description, money, books of account, securities for money and evidences of debt or title), all the property of the assured or any member of the assured's family, only while contained in, on or attached to dwelling No. 1.

Pictures, paintings, sculptures, curiosities, works of art, articles of vertu to be valued at not exceeding cost in the event of loss.

Not exceeding ten per cent. of the amount insured under this item may, at the option of the Assured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the Assured named in this policy. — $1200.00

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

If the Insurance under this policy covers more than one of the above items, the liability under each item sh[illegible] ited to the specific amounts set opposite each item.

Other Concurrent Insurance Permitted

Threshing Machine—No threshing operations by steam power are permitted [illegible] special permit is granted.

Incubators and Brooders—In consideration of additional premium of $....., permission is granted 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. 200559 of NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburg, Pa.

Dated Aug. 15th 1934.

DALE & COMPANY, LIMITED.
Vancouver, B.C.

Per: ..... Agent.

to wit:

FARM PROPERTY

BUILDING ISOLATED

On the following property owned by the Assured and occupied by ----insured---------- (Assured or Tenant) for farm purposes only, situate
On Block 198, being Part of Quarter of Section 21, Township 17, near Mission City, 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 (Brick chimney)	x	1 Sty.	Frame	Shingle	$600.00
2. On Household Furniture as per clause hereunder.					600.00
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					nil

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 live stock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured. — nil

Such vehicles, horses, live stock 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 live stock is insured against lightning anywhere.

On household furniture, furnishings, personal effects, equipment (including musical instruments) and supplies, excluding radio transmitting equipment, merchandise kept for sale or on storage, motor vehicles of any description, money, books of account, securities for money and evidences of debt or title), all the property of the assured or any member of the assured's family, only while contained in, on or attached to dwelling No. 1.

Pictures, paintings, sculptures, curiosities, works of art, articles of vertu to be valued at not exceeding cost in the event of loss.

Not exceeding ten per cent. of the amount insured under this item may, at the option of the Assured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the Assured named in this policy. — $1200.00

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

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

Other Concurrent Insurance Permitted.

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 buildi special permit is granted.

Incubators and Brooders—In consideration of additional premium of $.....,..... permission is granted 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. 200559 of NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburg, Pa.

Dated Vancouver, B.C. Aug.15th 1934.

DALE & COMPANY, LIMITED.

Per: ..... Agent.

Standard Form B.C. No. 7 (March 1925)
20M-3-25.

FORM F-5

STOCK COMPANY

REGISTERED UNDER THE MANITOBA INSURANCE ACT
LICENSED UNDER THE SASKATCHEWAN INSURANCE ACT 1925
LICENSED UNDER THE ALBERTA INSURANCE ACT
LICENSED UNDER THE BRITISH COLUMBIA FIRE INSURANCE ACT

No. 200559

EXHIBIT No. 661-8
DATE Sept. 13/48
FILED BY A.Y. Virtue

NATIONAL UNION FIRE INSURANCE COMPANY

PITTSBURG, PA.

This Policy is made and accepted subject to the following stipulations and statutory conditions, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement endorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

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.

President

BRITISH COLUMBIA 6135 FOLIO

Countersigned at Vancouver, B.C.,

DALE & COMPANY, LIMITED.

this 15th day of August 19 34.

Per: Agent.

ONTARIO, MANITOBA,
SASKATCHEWAN, ALBERTA,
BRITISH COLUMBIA.

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 thereform 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* toward 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 an appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

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

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

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

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

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

(i) that the account is just and true;

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

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

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

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

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

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

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

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

ASSIGNMENT OF INTEREST BY INSURED.

This Policy is not assignable for purposes of collateral security, but in all such cases it is to be made "Payable in case of loss," etc., by declaration on its face. In case of actual sale or transfer of title, permission being previously obtained, the annexed form may be used, which must be executed at the time of transfer.

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

_____

and _____ assigns _____ title and interest in this Policy, and all advantages to be derived therefrom, subject to all the terms and conditions therein mentioned and referred to _____

WITNESS _____ hand this _____ day of _____ 19 ____

_____
(Signature of the Insured)

The NATIONAL UNION FIRE INSURANCE COMPANY hereby consents that the interest of _____

_____ in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to _____

_____ 19 ____ _____
Agent.

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

_____

and _____ assigns _____ title and interest in this Policy, and all advantages to be derived therefrom, subject to all the terms and conditions therein mentioned and referred to _____

WITNESS _____ hand this _____ day of _____ 19 ____

_____
(Signature of the Insured)

The NATIONAL UNION FIRE INSURANCE COMPANY hereby consents that the interest of _____

_____ in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to _____

_____ 19 ____ _____
Agent.

FORM FOR REMOVAL.

Permission is hereby granted to remove the property insured by this Policy to the _____ _____

situate _____ _____

_____

_____

and this Policy is hereby made to cover the same property for like amounts in new locality, all liability in former locality to cease from this date.

Rate increased to _____ % Additional Premium $ _____

Rate reduced to _____ % Return Premium $ _____

Dated _____ 19 ____ _____
Agent.

SHEET _____ BLOCK _____ No. _____

FORM FOR REMOVAL.

Permission is hereby granted to remove the property insured by this Policy to the _____ _____

situate _____ _____

_____

_____

and this Policy is hereby made to cover the same property for like amounts in new locality, all liability in former locality to cease from this date.

Rate increased to _____ % Additional Premium $ _____

Rate reduced to _____ % Return Premium $ _____

Dated _____ 19 ____ _____
Agent.

SHEET _____ BLOCK _____ No. _____

PRINTED IN U.S.A.

OFFICERS

E. E. COLE . . . . . President
A. W. MELLON . . . . . Vice President
E. W. HALL . . . . .
J. F. GUINNESS . . } Second
E. ELLSWORTH COLE } Vice Presidents
L. A. NUNNINK . . }
F. J. BREEN . . . . . Secretary
J. A. DAELHOUSEN . . . Asst. Secretary
W. H. HETZEL . . . . . Asst. Secretary
WM. FINGERHUTH . . . Asst. Secretary
A. W. McELDOWNEY . . . . Treasurer
W. A. STROUSS . . . . Asst. Treasurer

DIRECTORS

J. STUART BROWN, Pittsburgh.
E. E. COLE, President.
GEO. L. CRAIG, Pittsburgh.
CHAS. W. DAHLINGER, Attorney.
JAS. B. HAINES, JR., President James B. Haines & Sons Co.
ROY A. HUNT, President Aluminum Co. of America.
JOHN S. McCORMICK, J. S. McCormick Company.
A. W. McELDOWNEY, Vice President Mellon National Bank.
H. C. McELDOWNEY, President Union Trust Company.
HON. A. W. MELLON, Washington, D. C.
R. B. MELLON, President Mellon National Bank.
W. L. MELLON, President Gulf Oil Corporation.
DAVID B. OLIVER, Oliver Iron & Steel Co.
H. A. PHILLIPS, Real Estate.
A. C. ROBINSON, President Peoples Savings & Trust Company.
WM. B. SCHILLER, Pittsburgh.
EDWIN W. SMITH, Reed, Smith, Shaw & McClay, Attorneys.

Standard Fire Insurance Policy for Provinces of
ONTARIO, MANITOBA, SASKATCHEWAN,
ALBERTA and BRITISH COLUMBIA

Expires AUGUST 15th - 1937

Property FARM DWELLING & CONTENTS

Amount - - - - - - $ 1,200.00

Premium - - - - - - $ 24.00

TATUO HAYASHI

No. 200559

NATIONAL UNION FIRE INSURANCE COMPANY

PITTSBURG, PA.

CASH CAPITAL $5,000,000.

MANAGERS FOR CANADA:
DALE & COMPANY, LIMITED
METROPOLITAN BUILDING
TORONTO, ONT.

AGENT.
F. TANAKA
Steveston
B.C.

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once

DALE & COMPANY
LIMITED

GENERAL AGENTS
FOR
PROVINCE OF BRITISH COLUMBIA

MARINE BUILDING
VANCOUVER

Receipt for Return Premium.
To be Signed by the Assured

Agency _____ 19

IN CONSIDERATION OF _____ Dollars
return premium, receipt of which is hereby acknowledged, this Policy is hereby cancelled and surrendered to the Company.

_____ Assured.

No. of Policy _____
No. of Renewal _____
Amount Insured _____

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

Premium Paid, - - - - - - - - -$ _____
" earned at _____ rate, $ _____
" returned, - - - - - - - $ _____
If pro rata, state reason why: