Name of Claimant SAMESHIMA, Munetoshi Case 738

Custodian File 5577

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	
					1858.		968.88				968.88

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%	12.00	5.52			5.52

TOTAL RECOMMENDATION	974.40

1540

CASE NO. 738.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,

September 30th, 1948.

IN THE MATTER OF THE CLAIM OF

MUNETOSHI SAMESHIMA.

PROCEEDINGS AT HEARING.

Original

CASE NO. 738.

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 30th, 1948.

IN THE MATTER OF THE CLAIM OF

MUNETOSHI SAMESHIMA.

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.
MRS. LUCIE HANDFORD,	Official Interpreter.
S.R. HOWARD,	Official Reporter.

30

THE SECRETARY: Case No. 738, Munetoshi Sameshima.

MUNETOSHI SAMESHIMA, 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 which contains a statement of your property, with the clearing and other improvements?

A Yes.

10 Q And the buildings you put on it?

A Yes.

Q And also a short list of personal property?

A Yes.

Q Was this claim prepared by you with the assistance of an interpreter in my office?

A Yes.

Q Is that your signature (indicating)

A Yes.

Q Now, are the values and other statements set

20 out in this form true? A: Yes.

Q Have you put fair and reasonable values on your property and improvements? A: Yes.

Q This land is about 25 acres near Clayburn?

A Yes.

Q You bought it in 1933, I believe, for $250.00?

A Yes.

Q At that time it was heavy bush?

A Yes.

Q No buildings or improvements?

30 A No.

Q Now, you cleared about 10 acres?

A Yes.

Q And you planted that and put in 45 fruit trees?

A Yes.

Q Your clearing and planting you valued at $1635.00?

A Yes.

Q Is that a fair amount? A. Yes.

Q You put on a number of buildings which cost you $3390.00? A: Yes.

10 Q Now, that brought the total cost of the land and the clearing and improvements and buildings to $5275.00? A: Yes.

Q But you are only putting a value on it at the time you were evacuated of $4250.00?

A Yes.

Q Was that a fair value? A: Yes.

Q Reasonable? A: Yes.

Q Did you know that it was sold by the Custodian for $1864.25? A: Yes.

20 Q What have you to say about that price that the Custodian got? A: I think it is very low.

Q Did you leave these personal articles behind valued at $24.50? A: These are the items that were not included in the list I handed to the Custodian. These are the items that were omitted from the list the Custodian sent me at the time that they auctioned my goods and I didn't receive any money for it.

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

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: Now, I show you a photograph?

A That is my home.

Q That is the one that is described in this form you have just looked at? A; Yes.

Q What sort of condition was it in whenyou left?

A Well, it was in good repair.

Q And this building to the left of the house, what is that? A: That building contained a garage, bath house and a little shed, I mean, a place where we stored things.

Q Was it in good repair too? A : Yes, it was.

Q What are these berries along the hedge here?

A The foreground were loganberries.

Q Loganberries? A: Yes.

MR. VIRTUE: I will put it in as the next exhibit.

(PHOTOGRAPH MARKED EXHIBIT NO' 2).

MR. VIRTUE: There is a photograph also in the Custodian's file. Perhaps my learned friend would let me have it and put it in. Well, it is the same one.

Q Now, I show you a paper dated the 4th of April, 1942, made between yourself and Thomas Scott; do you understand that? A: Yes.

Q And is that your signature and Scott's signature?

A Yes.

Q By that paper you rented the land for ten months for $1300.00? A: Yes.

MR. VIRTUE: Put that in as an exhibit.

(LEASE MARKED EXHIBIT NO. 3).

MR. VIRTUE: I think you said you bought this land

in 1933. Did you buy it from Mr. Cruickshank?

A Yes.

Q For $250.00? A: Yes.

Q And this is the deed under which you bought from Cruickshank? A: Yes.

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

(DEED MARKED EXHIBIT NO. 4).

MR. VIRTUE: I will put in,--my learned friend has the original and he might like to put it in,--
10 a statement dated October 7th, 1942, containing an inventory of chattels remaining at this address. I will put this in.

(INVENTORY MARKED EXHIBIT NO. 5).

MR. VIRTUE: I will also put in two insurance policies, one for $700.00 on the house and $300.00 on the contents, dated the 16th of May, 1940; and another one for $500.00 on the root house, one storey, frame, shingle, dated the 9th of April, 1942. They can go in as one exhibit.

20 (POLICIES MARKED EXHIBIT NO. 6).

MR. VIRTUE: All right, thanks.

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

I am submitting that the chattels sold by the Custodian were sold for their fair market value. I am submitting that the claimant turned over some of his chattels to persons other than the Custodian and the Custodian is not responsible for the same, and if he is the claim made by the claimant for
30 the same is exorbitant.

I wish to tender the following documents as exhibits in the case: Farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT No. 7).

MR. RICE: Assessment notice of the District of Matsqui for 1942, assessing the land at $460.00 and the improvements $1700.00.

(STATEMENT MARKED EXHIBIT NO. 8).

MR. RICE: Summaries respecting the real estate.

(SUMMARIES MARKED EXHIBIT NO; 9).

10 MR. RICE: An analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 10).

MR. RICE: And a personal property summary.

(SUMMARY MARKED EXHIBIT NO. 11).

CROSS EXAMINATION BY MR. RICE:

Q I show you what purports to be a photograph of your home; do you recognize it?

A Yes.

MR. RICE: I tender this photo as an exhibit. It is
20 a closer view than the one submitted by my learned friend.

(PHOTOGRAPH MARKED EXHIBIT NO. 12).

MR. RICE: I show you a release form dated November 19th, 1943 (indicating); does that document bear your signature? A: Yes, that is my signature.

MR. RICE: This is a release, your Honour, whereby the claimant releases any claim he might have with respect to the following property, 2 bedsteads,
30 1 buffet, 2 linoleums, sizes 12 x 12 and 14 x 14,

2 framed pictures of my parents, which is stored in attic.

(RELEASE MARKED EXHIBIT NO. 13).

THE INTERPRETER: The witness wishes to say that he told the Custodian that there were certain articles that had been hidden somewhere, and he wished those sent too but they don't appear on that form.

THE SUB-COMMISSIONER: They do not appear on that form?

A No. I told them that there were these articles

10 stored in a certain place and to please get them out.

MR. RICE: Q: This is the letter that you refer to, perhaps, a letter of December 11th, 1943, written by you or for you to the Custodian saying you had articles hidden in the attic?

A Yes, I remember this letter; it was written by my daughter.

Q For you on your instructions?

A Yes.

MR. RICE: A letter written by the claimant to the Custodian,

20 dated December 11th, 1943, which says,

"The chattels which we would like sent are stored in the attic of our house. They are in between the space made by the roof, the attic floor, and the wall," and I guess it is "i.e.", "in both sides of the attic. As you approach the top of the stairs, it can be noticed where the boards of the walls have been displaced and have been put in place again.

30 "If you can list the chattels which I

have named, please forward me the word saying so.

"Thanking you for your prompt reply,

Yours truly".

(LETTER MARKED EXHIBIT NO. 14).

MR. RICE: Q: I show you your J.P. form, dated the 17th of April, 1942 (indicating); is that your signature on that document? A: Yes, that is my signature.

10 (J.P. FORM MARKED EXHIBIT NO. 15).

MR. RICE: Q: When you leased your property to Mr. Scott, you turned your chattels over to him to look after? A: No, just a few farming utensils only.

Q It is only a small claim, your Honour, and I don't want to waste much time on it.

MR. VIRTUE: It is only $25.00, or $24.50, the whole thing.

MR. RICE: I would like to point the clause at the top of page 3 of the lease, Exhibit 3,

20 "The Lessee covenants with the Lessor that he will carefully look after and preserve any and all farm implements or equipment or miscellaneous tools left in his care by the Lessor and will account for same to the Lessor on the termination of this lease."

Q Mr. Scott claimed that you had misrepresented the acreage in crop on your place, did he not, after making that lease with you? A: Well, I wasn't certain of the exact acreage. I had never

30 measured it myself, but he later informed me that

it wasn't according to what I had told him.

Q There was a shortage of four acres and he wanted an adjustment from you after that for that?

A I don't think that is quite the acres.

Q And you adjusted the matter on a 70 per cent basis and Mr. Scott was paid back $257.60.

A Well, he made that statement and there is nothing I could do about it.

Q All right.

10 MR. VIRTUE: That is all, thanks.

I wish to call attention to a very extraordinary farm appraisal report here. "Market town: Abbotsford 2-1/4 miles." "Roads: It is on Down Road, not a main thoroughfare, but gravelled." "Water supply: Good well with ten feet of water at the present time." "Dwelling habitable without repairs? Yes." "No. rooms downstairs? 4. Upstairs? 3." "Describe condition of farm: Has been farmed for just over ten years I am told 20 is in good state of cultivation, presently occupied by a renter." "Noxious weeds: Just a few Canada thistle." "The property referred to in this report is a reasonably good one. The eight acres in crop is clean excepting for a few Canada thistle near the northwest end of the cropped area. The fruit, both strawberries and canes looks good, with favourable weather it will produce heavily." "The bushland is of good quality but the clearing is heavy for the most part." "The water is from 30 a good well right handy to the house." "The

school bus picks up the children along the road and stops right at the front door." And this is the extraordinary part, "The present tenant, a Scotchman, tells me he is paying $1000.00 for this season's crop, and he figures he will make some money. He has been in the district since 1925."

THE SUB-COMMISSIONER: That would mean a net rental for the land then and the building.

10 MR. VIRTUE: Notwithstanding that favourable report, under "Orchards, small fruits, etc.", there is not an allowance of any kind. This property which has the house as indicated in the photograph is then valued at $1,800.00.

THE SUB-COMMISSIONER: All right.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

20 "S.R.HOWARD" Official Reporter.

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

SUB-COMMISSIONER.

30

ACKNOWLEDGED

File 5577

NOV 21 1947

Case No. 738.
Lethbridge

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: MUNETOSHI SAMESHIMA

   Registration No. 06008

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

   Clayburn, British Columbia

3. Claimant's present address:

   Box 1088, Lethbridge, Alberta.

4. Claim relating to real property:

   (a) Street address of real property:
   1028 Dawns Road, Clayburn, British Columbia

   (b) Legal description of property:

   Municipality of Matsqui, The South Half of Lot Three (3), Block "A" of South East Quarter of Section Thirty-Three (33), Township Sixteen (16) Map 5069 and being all that portion of Lot 3 lying south of a straight line bisecting the east and west boundaries thereof, District of New Westminster, C. of E. 50771

VIRTUE & RUSSELL, Barristers, Lethbridge.

NOV 21 1947

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

25.595 acres Farm, containing 6 room house, 2 story Hot-House 18' X 40' Garage, Barn, Woodhsed, Chicken House, Packing House, 9 3/4 acres cleared, about 50 fruit trees.

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

Registered owner, Title clear

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

(I) Land— $ 4278.35

(II) Buildings— $

House	$1500.00	
Hot House	500.00	
Garage and Bath Room	150.00	
Barn	)	
Woodshed	)	
Chicken House	)	
Packing House	100.00	$2250.00

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

$ 4664.10

5. Claims relating to personal property, etc.

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

1028 - Dawns Road, Clayburn, British Columbia

(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:

Left in House, Packing Shed, Hot House (Bunk House)

Not Boxed or crated.

NOV 21 1947

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

THOMAS SCOTT

(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:

1 Wheel Barrow	3.00
1 Buffet	15.00
1 Peevey	2.00
1 3/4" Cable Choker	5.00
1 Chain Spreader	2.00
	$27.00

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

$27.00

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

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

DATED this 23rd day of October, A.D. 1947.

Jean Fass
Witness to Signature of Claimant.

M. Samoshuna
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

NOV 21 1947

STATUTORY DECLARATION

I, MUNETOSHI SAMESHIMA
(Full Name of Claimant)

of Box 1088, Lethbridge, Alberta, 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:

   Cheque for $1883.74 tendered on behalf of Custodian and not accepted in settlement.

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 Lethbridge
in the Province of Alberta,
this 23rd day of October
A.D. 1947.

M. Sameshima

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.

IN THE MATTER OF CLAIM OF
MUNETOSHI SAMESHIMA

Proof of Claim

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No.

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Munetoshi Sameshima

EXHIBIT No. 738-1
DATE Sept 30/48
FILED BY A. G. Virtue

2. Registration Number: 06008

3. Present Address: Box 1088, LETHBRODGE, Alberta.

4. Address Prior To Evacuation: Clayburn, British Columbia.

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)

Municipality of Matsqui, the South Half of Lot Three (3) Block "A" of the South East Quarter of Section Thirty-three (33), Township Sixteen (16), Map 5069 and being all that portion of Lot Three (3), lying south of a straight line bisecting the east and west boundaries thereof, District of New Westminster, C. of E. 50771.

Street adress of property - 1028 Dawns Road, Clayburn, British Columbia.

(a) Nearest Post Office adjacent to land. Matsqui, British Columbia.

(b) Number of acres: 25.595

(c) When purchased: November 21st 1953.

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

Complete bush land, no buildings of any kind. The bush growth was of a very large and heavy type.

(e) Purchase Price $250.00

6. IMPROVEMENTS:

(a)	Clearing 9.75 acres at $ ..... per acre			$ 275.00	
(b)	Fencing 300'			$ 25.00	
(c)	Tillage			$	
(d)	Drainage 600 foot buried ditch			$ 60.00	
(e)	Weed Eradication			$	
(f)	Planting Strawberries	3.5 ac	$525.00	$	
	Rasberries	1.5 ac	225.00		
(g)	Loganberries	.25 ac	100.00	$ 1275.00	
	Blackberries	.50 ac	100.00		
(h)	Boyson	1.0 ac	125.00	$	
	Rhubarb	1.75ac	100.00		
	45 Fruit trees	Total	100.00	$	$ 1635.00
			$1275.00		
	Carried Forward			$ 1635.00	$ 1885.00

Brought forward $1885.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Dwelling house Two storeys and basement	26 X 40	1934	$ 1300.00	$ 800.00	$ 2,100.00
Combined hothouse, and packing shed	...18X36 ....10X18	1938	600.00	300.00	900.00
Combined garage and bathroom with well and pump between	12 X 28	1935	110.00	100.00	210.00
Barn	12 X 14	1934	15.00	25.00	40.00
Woodshed	12 X 18	1934	10.00	10.00	20.00
Chicken house	8 X 10	1940	35.00	10.00	45.00
Seperate packing house, and strawberry tray	12 X 16	1935	25.00	50.00	75.00
					$3,390.00

Total Cost of Buildings $3,390.00

Total Cost of Land and All Improvements ..... $ 5,275.00

Fair Market Value ..... $ 4,250.00

Sold by Custodian for ..... $ 1,864.25

Loss Claimed on Parcel 1 ..... $ 2,385.75

8. Assessment for 1942:

Land ..... $

Improvements .... $

Total ..... $

9. Appraisal or Valuation (by Custodian):

Lands	$ 892.00
Improvements	$1000.00
Total	$1892.00

10. Rental Value per Year: $ 1300.00 (see lease)

11. Fire Insurance on Buildings:

(List amount on each building):

dwelling	$ 1000.00	North West Fire
root house	$ 500.00	New England Co
	$ ~~1500.00~~	
	$	

12. Documents in Support:

(a) Photographs: 1 picture showing dwelling, garage bathhouse and top of hothouse.

(b) Deeds from Cruickshank to Sameshima
Land Title No. 105991E

(c) Agreements to Purchase Cert of Title #

(d) Leases from Sameshima to Thomas Scott.

(e) Insurance Policies North West Fire Ins. Policy No. 193948
New England " " " No. 6251727

(f) Correspondence Letter from Office of Custodian dated April 23, 1948, with attached statement showing amount credited for sale of above property.

(g)

(h)

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 ..... $ 2,385.75

Parcel 2 ..... $

Parcel 3 ..... $

Parcel 4 ..... $

TOTAL: $ 2,385.75

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
Wheel barrow	1940	$5.00	$3.00	
1 buffet	1940	$20.00	$15.00	
1 peevey	1934	2.50	2.00	
¾ " Cable and Chocker	1935	3.50	2.50	
Chain Spreader	1935	2.50	2.00	
		Total	$24.50	

(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.

No payments received from Custodian on chattels listed above.

Payments were received on other chattels sold at auction sales for which no cliam is being made, above listed goods are those which were listed by the custodian but for which, no payments were received.

Total: $ nil

Total Claim for Personal Property $24.50

Deduct Payments from Custodian ..... $nil

Net Loss on Personal Property ..... $ 24.50

I Certify the above to be True and Correct.

M. Sameshima
Witness

M. Sameshima
Signature of Claimant.

EXHIBIT No. 738-2
DATE Sept 30/48
FILLED BY R. G. Vintus

FARM LEASE

THIS INDENTURE made in duplicate this fourth day of April A.D. 1942;

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT".

Between:-

MUNETOSKI SAMESHIMA of Clayburn in the Province of British Columbia - Farmer - (hereinafter called the Lessor)
Of the First Part

-and-

EXHIBIT No. 738-3
DATE Sept 30/48
FILED BY A. G. Virtue

THOMAS SCOTT of the same place- Farmer - (hereinafter called the Lessee)
Of the Second Part

WITNESSETH THAT;-

for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all that certain parcel or tract of land and premises situate, lying and being in the Municipality of Matsqui in the District of New Westminster and Province of British Columbia, more particularly described as :-

Lot Three (3) of Block or D.L. Forty-nine (49) of the South East quarter of Section Thirty-three (33) in Township Sixteen (16), Map 5069 containing 25.595 acres more or less;

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being; AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD THE SAID PREMISES unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D.1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Thirteen hundred ($1300.00) Dollars of lawful money of Canada in cash (the receipt whereof is hereby acknowledged).

The Lessee covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted); and to keep up the fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not assign or sub-let without leave; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

The Lessor covenants and agrees to fertilize the crops hereinafter described forthwith and the Lessee covenants and agrees to assume and pay off the liability of the Lessor to Pacific Co-operative Union for the cost of the said fertilizer purchased by the Lessor this Spring;

The Lessee further covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said lands, which growing crops consist of the following approximate acreage:-

Four (4) acres of strawberries
Two (2) acres of Raspberries
One quarter (¼) acre of Loganberries
One half (½) acre blackberries
One (1) acre boysonberries
Two (2) acres of Rhubarb

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good and husbandmanlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they

may require it.

The Lessee covenants with the Lessor that he will carefully look after and preserve any and all farm implements or equipment or miscellaneous tools left in his care by the Lessor and will account for same to the Lessor on the termination of this lease.

The Lessee covenants with the Lessor that he will not raise or grow any forced rhubarb on the aforesaid lands and premises during the term of this lease.

The Lessee covenants with the Lessor that he will market all of the aforesaid crops through Pacific Co-operative Union and will assume all of the obligations of the Lessor to Pacific Co-operative Union under a certain co-operative marketing contract entered into by the Lessor with the said co-operative association and will himself enter into a co-operative marketing contract with Pacific Co-operative Union.

PROVIDED that, if the Lessee shall properly operate the aforesaid lands and premises during the year 1942, he shall be able to again rent the said lands for the year 1943, but any arrangements in respect thereto must be made with Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid), and for this purpose Pacific Co-operative Union is hereby appointed the agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants. The Lessor covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained it shall be lawful for the Lessor or his agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy.

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors or shalll abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

Provided and it is hereby understood and agreed by and between the parties hereto that the Lessor shall have the right to the use and occupation of the buildings until such time as he is evacuated, or until his family is evacuated.

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns.

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

Signed, Sealed and delivered by Munetoski Sameshima and Thomas Scott in the presence of	M. Sameshima
M M Fletcher	Thomas Scott

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of the Village of Mission City in the Province of British Columbia, Stenographer, Make Oath and Say:-

1. That I was personally present and did see the within instrument duly signed and executed by Munetoski Sameshima and Thomas Scott both of the parties thereto for the purposes therein named.

2.. That the said instrument was executed at Mission City inthe Province of British Columbia.

3. That I know the said parties and they are each in my belief of the full age of twenty-one years.

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

Sworne before me at Mission City)
in the Province of British)
Columbia this 4th. day of April)
A. D. 1942.)

M M Fletcher

A Commissioner for taking affidavits within British Columbia.

Dated April the 4th. A.D.1942

MUNETOSKI SAMESHIMA

to

THOMAS SCOTT

FARM LEASE

James M. Campbell
Barrister Solicitor
Mission City B.C.

Form No. 2. Deed of Land 4-33 The Clarke & Stuart Co., Ltd., Law Printers and Stationers, Vancouver, B. C.

This Indenture,

Made the Twenty-first ..... day of November in the year of our Lord one thousand nine hundred and thirty-three

In Pursuance of the "Short Form of Deeds Act"

Between

ALEXANDER ~~CRUICKSHANK~~ CRUICKSHANK farmer of Clayburn in the Province of British Columbia

Insert full Name, Street Address and Occupation of Grantor and of Grantee.

(hereinafter called the "Grantor")

AND

MUNETOSHI SAMESHIMA laborer of Penticton in the said Province.

(hereinafter called the "Grantee")

EXHIBIT No. 738-4
DATE Sept 30/48
FILED BY Ass Vistue

Witnesseth, that, in consideration of Two Hundred and fifty dollars ($250.00.) Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, **Doth Grant** unto the said Grantee, his heirs and assigns FOREVER :

All and Singular that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster, Province of British Columbia and more particularly known and described as ...

The South Half of Lot Three (3) Block "A" in subdivision of the South East Quarter of Section Thirty three (33) Township Sixteen (16) Map 5069, Municipality of Matsqui. and being all that portion of said Lot Three (3) lying South of a line bisecting the East and West Boundaries.

Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

To have and to hold unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; **Subject nevertheless** to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown

The said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

And the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

And the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

And the said Grantor **Releases** to the said Grantee **All His Claims** upon the said lands.

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 or politic where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness: S. W. Lipsey

Street Address: Main St.

City or Town: Mission City

Occupation of Witness: Notary Public

Alexander Cruickshank

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the 21st day of November, 1933, at Mission City, in the Province of British Columbia, ALEXANDER CRUICKSHANK (~~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 he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Mission City, in the Province of British Columbia, this 21st day of November in the year of our Lord one thousand nine hundred and thirty-three

S. W. Lipsey

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.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

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, 193,

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

FOR ATTORNEY

I Hereby Certify that, on the day of , 193 , at , in the Province of British Columbia, (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 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 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 in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and thirty

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.

Dated November 21st 193

Alexander Cruickshank

—TO—

Munetoshi Sameshima

Deed of Land

The Clarke & Stuart Co., Ltd. Law Printers and Stationers
Vancouver, B. C.
Form No. 2

The S. ½ of Lot 4
in sub. of S.E.¼
Sec. 33 Twp 16
Map 5069
Matsqui N.W.D.

Acknowledgment of Officer of Corporation

I Hereby Certify that, on the day of , 193 at , in the Province of British Columbia (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 he is the of , and that he is the person who subscribed his name to the annexed Instrument as of the said and affixed the seal of the to the said Instrument; that he was first duly authorized to subscribe his name as aforesaid, and 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 in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and thirty

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.

File No : 5577

Date: October 7th, 1942.

Name: Munetoshi SAMESHIMA

Reg. No: 06608

Address: Lethbridge Canneries,
Lethbridge, Alberta.

INVENTORY OF CHATTELS REMAINING AT 1028 Scott Rd., Clayburn, B.C.

Which have been left in the care of Thomas Scott at the above residence.

In House Upstairs

1 Bed complete
2 Bedsteads ×
1 Dresser
2 10 Gal crocks ✓
1 Wheel barrow
1 Buffet ×
1 Dining table
1 Peevey
1 Potatoe digger
1 Stump digger
1 Hoe
2 Axes
1 Manure Fork
1 ¾" cable chocker
1 Chain Spreader
1 Copper wash boiler
1 Old lantern

Bunk House

2 Home made tables
3 Home made benches

In Packing Shed

1 Horse Cultivator
1 hand cultivator
1 Shovel

Scott had verbal permission to use

Downstairs

1 Dining table
1 gramaphone & records (out of order)
5 Kitchen chairs
1 Rocker
1 High chair
1 Large home made kitchen table
1 Kitchen cabinet
1 " " built in to the wall
1 Bed complete
1 Small linoleum

Basement

1 Old Heater,
1-4 gal oil can
1 Old copper wash boiler
1 Wash board.

EXHIBIT No. 738.5
DATE Sept 30/48
FILLED BY A. G. Nutter

This represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

DATE:.....SIGNED.....

Please sign and return one copy to the Custodian.

ATTACHED TO AND FORMING PART OF THIS POLICY

FARM PROPERTY

On the following property owned by the Insured and occupied by Insured (Insured or Tenant) for farm purposes only, situate on Lot 3, Block 5½, S.E. ¼ Section 33, Township 16, on the North side of Downes Road, in the District of Matsqui, Province of British Columbia

Loss, if any, on buildings only payable to Assured

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

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount insured by this Policy	
Item No.						
1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	x					
2. On Household Contents as per clause hereunder.						
3. On the building occupied as barn No.....on diagram and	x					
4. On Farm Produce only while contained therein.						
5. On the building occupied as barn No.....on diagram and	x					
6. On Farm Produce only while contained therein.						
7. On the building occupied as a granary No.....on diagram and	x					
8. On Farm Produce only while contained therein.						
9. On the building occupied as a root house No..... on diagram and (concrete chimney)	x		1 storey frame	shingle	500	00
10. On Farm Produce only while contained therein.						
11. On the building occupied as a.....No..... on diagram.	x					
12. On						

EXHIBIT No. 738-6
DATE Sept 30/48
FILED BY A. G. Nutter

BOARD INSURANCE

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

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

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

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

The livestock is insured against lightning anywhere.

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

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.

$500	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. 6251727 of New England Fire Insurance Company

Dated April 7th 194[illegible]

REED, PHIPPS & DAVIES LIMITED

E. V. Mills Agent.

BC STANDARD FORM UA

No. 7 (Sept., 1937)
10M-6-40

"Licensed by the Dominion Government"
"Registered under the Manitoba Insurance Act"
"Licensed under the British Columbia Insurance Act"

"Licensed under the Saskatchewan Insurance Act"
"Registered under the Alberta Insurance Act"

"Licensed under the New Brunswick Insurance Act"
"Licensed under the Ontario Insurance Act"
"Licensed under the Quebec Insurance Act"

No. 6251727

STOCK COMPANY

NEW ENGLAND FIRE INSURANCE COMPANY

PITTSFIELD, MASSACHUSETTS.

Amount $ 500.00 Rate 2.70 Premium $ 13.50 Old Pol. No. New

IN CONSIDERATION of the Stipulations herein named and of THIRTEEN [illegible]/100 Dollars Premium

Does insure MUNETOSHI SAMESHIMA for the term of THREE YEARS

from the SEVENTH day of APRIL 1942, at twelve o'clock, noon

to the SEVENTH day of APRIL 1945, at twelve o'clock, noon

(Local Standard Time) against all direct loss or damage by fire or lightning, except as hereinafter provided to an amount

not exceeding FIVE HUNDRED and 00/100 Dollars

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

This Policy is issued subject to the Statutory Conditions, any additions thereto and variations thereon hereinafter contained, which are hereby referred to and are made a part of the contract.

The said **New England Fire Insurance Company** hereby agrees to indemify and make good unto the said insured all such direct loss or damage by fire or lightning, not exceeding in amount the sum or sums insured as above specified, nor the interest of the insured in the property herein described, the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the fire, with proper deduction for depreciation however caused.

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

REED, PHIPPS & DAVIES LIMITED

Countersigned this 9th day of April 1942

Agent

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 reasonable 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 proportion 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 undertaken 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 insurance and names of other insurers;

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

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

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

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

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

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

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

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

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

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

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

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

SALE OF PROPERTY

The within insured property having been sold for $....., ...hereby transfer, assign and set over unto .....all my rights, title and interest in this Policy of Insurance and all benefits and advantages to be derived therefrom.

Dated.....19..... .....Insured

The New England Fire Insurance Company hereby consents that the interest of .....

in the within Policy be assigned to.....subject, nevertheless, to all the terms and conditions therein referred to.

Dated.....19..... .....Agent

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.

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.

SALE OF PROPERTY

The within insured property having been sold for $....., ...hereby transfer, assign and set over unto .....all my rights, title and interest in this Policy of Insurance and all benefits and advantages to be derived therefrom.

Dated.....19..... .....Insured

The New England Fire Insurance Company hereby consents that the interest of .....

in the within Policy be assigned to.....subject, nevertheless, to all the terms and conditions therein referred to.

Dated.....19..... .....Agent

SALE OF PROPERTY

The within insured property having been sold for $....., ...hereby transfer, assign and set over unto .....all my rights, title and interest in this Policy of Insurance and all benefits and advantages to be derived therefrom.

Dated.....19..... .....Insured

The New England Fire Insurance Company hereby consents that the interest of .....

in the within Policy be assigned to.....subject, nevertheless, to all the terms and conditions therein referred to.

Dated.....19..... .....Agent

COLLATERAL SECURITY

The property insured by this Policy having been mortgaged for $.....to..... of.....I hereby request that loss, if any, be made payable to said mortgagee as ..... interest may appear.

Dated.....19..... .....Insured

At the request of Insured (as above stated) loss, if any, under this Policy, is hereby made payable to..... .....mortgagee, as.....interest may appear.

Dated.....19..... .....Agent

REMOVAL

Notice received that the within described property has been removed to a.....story building, built of..... .....covered with.....occupied as.....only, situated and being No.....Street.....and it is hereby declared, that such property shall in future be held insured therein and not elsewhere. Extra Premium, $.....

Dated.....19..... .....Agent

Insurance Plan Reference: Vol.....Sheet.....Block.....No.....

PRINTED IN CANADA 9th April 42

NEW ENGLAND FIRE INSURANCE COMPANY
PITTSFIELD, MASSACHUSETTS

GORDON E. FINDLAY
Manager

CANADIAN DEPARTMENT - MONTREAL, QUE.

STATUTORY POLICY

Expires April 7th, 1945

Property BUILDING

Amount - - - $500.00

Premium - - - $ 13.50

No. 6251727

NEW ENGLAND FIRE INSURANCE COMPANY
PITTSFIELD, MASSACHUSETTS
OF THE SPRINGFIELD FIRE AND MARINE GROUP
SPRINGFIELD, MASSACHUSETTS

CASH CAPITAL $1,000,000.00

Reed, Phipps & Davies LTD.
INSURANCE • REAL ESTATE
Phone MArine 1245 815 W. Hastings St.
VANCOUVER, CANADA

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.

The Symbol of Board Insurance Sound Protection

1M-5-41

.....19.....

Received of the NEW ENGLAND FIRE INSURANCE COMPANY of Pittsfield, Massachusetts

.....Dollars

in full payment, satisfaction and compromise for all loss and damage by fire which occurred on the.....day of.....

19.....to property insured by said Company under their Policy No.....issued at the.....Agency

which is hereby cancelled.....

Gross Amount of Loss $.....

Less.....Days Interest $.....

Net Amount of Loss $.....

No. of Policy.....

No. of Renewal.....

Amount Insured $.....

	Day	Month	Year
Date of Cancellation			
Date of Policy			
Time in Force			

If Annual, give No. of Days in Force

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

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

" Returned - - - $.....

If Pro Rata, state reason why:

.....

.....

RECEIPT FOR 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

GUARANTEED BY
UNION ASSURANCE SOCIETY LTD.
OF LONDON, ENGLAND

FIRE POLICY

SUM INSURED

$ 1,000.00

№ 193948

THE NORTH WEST FIRE INSURANCE COMPANY

VANCOUVER BRANCH

Agency VANCOUVER, B.C. Rate 2% Premium $ 20.00

In Consideration of the stipulations herein named

and of TWENTY ..... 00/100 Dollars Premium,

THE NORTH WEST FIRE INSURANCE COMPANY, hereinafter called the Insurer.

Does Insure MUNETOSHI SAMESHIMA hereinafter called the Insured,

for the term of THIRTY-SIX MONTHS from the FOURTEENTH day of MAY 19 40

at noon, to the FOURTEENTH day of MAY 19 43 at noon,

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

ONE THOUSAND ..... 00/100 Dollars

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

FARM PROPERTY

On the following property owned by the Insured and occupied by Insured (Insured or Tenant) for farm purposes only, situate on the North side of Downes Rd., between Riverside Rd. & Gladwin Rd., CLAYBURN, B.C., on Lot 31, S/E.¼ Sec.33, Twp.16, in the Mun. of Matsqui. (ISOLATED)

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

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	1½ sty.	frame	shingles	700	00
2. On Household Contents as per clause hereunder.		...	...	...	300	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 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. 193948 of The North West Fire Insurance Co.

Dated 14th. May 1940

TANAKA INSURANCE AGENCY
田中保險代理社

Per J. Tanaka Manager
Agent.

B.C. STANDARD FORM

No. 7 (Sept., 1937)
10M-3-39

GUARANTEED BY
UNION ASSURANCE SOCIETY LTD.
OF LONDON, ENGLAND

FIRE POLICY

SUM INSURED

No. 193948

$ 1,000.00

THE NORTH WEST FIRE INSURANCE COMPANY

VANCOUVER BRANCH

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.....	x					Nil.
						Nil.

Interim Receipt No. -

This Replaces Policy No. 178787 ..... Cancelled ..... Expired

PLAN REFERENCE: Sheet No. - Block No. - Risk -

Now be it Known, That so long as the Insured shall duly pay, or cause to be paid the said premium to the said Insurer, at the time aforesaid, and so long as the Insurer shall accept the said premium, the Capital Stock and Funds of the said Insurer shall be subject and liable to pay to the said Insured, his or her or their Executors and Administrators, all the damage and loss which the Insured shall suffer by fire on the property hereinbefore mentioned, not exceeding on each item the sum hereinbefore declared to be insured thereon, and not exceeding in the whole the sum of

ONE THOUSAND ..... 00/100 **Dollars**

Provided always, and it is hereby expressly declared and agreed, that this Policy is subject to the several conditions and stipulations endorsed hereon or annexed hereto, and which conditions and stipulations are hereby declared to constitute the basis of this Insurance.

In witness whereof, THE NORTH WEST FIRE INSURANCE COMPANY, has executed and attested these presents this 16th. day of May one thousand nine hundred and forty.

This Policy shall not be valid until countersigned by the duly authorized Agent or Officer of the Company, at Vancouver, B.C.

TANAKA INSURANCE AGENCY
田中保險代理部

Per ..... Agent.

Jno. Anderson
Branch Manager at Vancouver

N.B.—No Policy is valid unless upon the printed form issued by the Company.
(1,000-10-34)

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 gasworks, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(*a*) Forthwith after loss give notice in writing to the insurer:

(*b*) Deliver, as soon thereafter as practicable, a particular account of the loss:

(*c*) Furnish therewith a statutory declaration declaring:—

(i.) That the account is just and true:

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

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

(iv.) The amount of other insurances and names of other insurers:

(v.) All liens and encumbrances on the property insured:

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

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

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

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

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

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

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

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

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

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

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

ASSIGNMENT FORM AND CONSENT THERETO

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

Other Payees of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

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

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

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

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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 FORM AND CONSENT THERETO

FOR VALUE RECEIVED, ... hereby transfer, assign and set over unto

*Insert, as the case may be:
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

..... of .....

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

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

Signed, Sealed and Delivered in presence of

..... (S) .....

THE NORTH WEST FIRE INSURANCE COMPANY, hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the Insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

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

FOR VALUE RECEIVED, ... hereby transfer, assign and set over unto

*Insert, as the case may be:
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

..... of .....

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

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

Signed, Sealed and Delivered in presence of

..... (S) .....

THE NORTH WEST FIRE INSURANCE COMPANY, hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the Insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

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

FOR VALUE RECEIVED, ... hereby transfer, assign and set over unto

*Insert, as the case may be:
"The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

..... of .....

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

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

Signed, Sealed and Delivered in presence of

..... (S) .....

THE NORTH WEST FIRE INSURANCE COMPANY, hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the Insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

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

CANCELLATION RECEIPT

$..... 19

Received *from* THE NORTH WEST FIRE INSURANCE COMPANY,

the sum of .....*Dollars, in consideration of which this Policy is hereby cancelled and surrendered, and the Interim and Renewal Receipts, if any, for this policy, acknowledged to be of none effect.*

WITNESS ..... *INSURED.*

WITNESS ..... *Mortgagee.*

How Cancelled .....

FIRE POLICY

No. 193948

THE

NORTH WEST FIRE INSURANCE COMPANY

GUARANTEED BY

Union Assurance Society Limited
of London, England

ASSURED MR.MUNETOSHI SAMESHIMA,

PROPERTY DWELLING AND FURNITURE.

AMOUNT $1,000. *PREMIUM* $20.00

EXPIRATION 14th. MAY, 1943.

Branch Office for the Provinces of
BRITISH COLUMBIA and ALBERTA
VANCOUVER, B.C.

JOHN ANDERSON, Manager

TANAKA INSURANCE AGENCY
田中保險代理社
GENERAL INSURANCE
PHONE HIGHLAND 2571
415 POWELL STREET VANCOUVER, B.C.

FOR YOUR OWN SECURITY, PLEASE READ YOUR POLICY, AS ON ITS CONDITIONS ONLY THE COMPANY IS LIABLE; AND IF IT BE NOT MADE OUT IN ACCORDANCE WITH YOUR APPLICATION IMMEDIATELY RETURN IT FOR ALTERATION.

FORM OF REMOVAL

Permission is hereby granted to remove the property insured under (1st, 2nd, 3rd or all,) items of this policy to the story building built of and roofed with only while occupied as and situate

Insurance map references: 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* .

New Rate.....% *Agent.*

Extra Prem. $.....

Return Prem. $.....

BC-391-P
BC-2955-A

BC/391-P
BC/2955-A

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

Farm Appraisal Report

File No. JL-222 Jap Lands Matsqui.

Land Description S½ of lot 3- Blk. A of S.E. f Sec, 33 Tp. 16.

Containing 25.025 ac. Acres

Owner's Name Munetoshi Sameshima Post Office Address Abbotsford B.C.

Nearest Rail Point Clayburn, 1¼ miles Distance

Market Town Abbotsford 2¼ miles. Distance

Church (give denomination) Several at Abbotsford. Distance 2¼ miles

Nearest School Consolidated at Abbotsford buss route Distance

State how property was identified: Map location and enquiry.

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

It is on Down Road, not a main thorough f re, but gravelled.

Is this district a good one? not especially, just being opened up

Employment opportunity Season 1 only.

Predominating Nationality and religion: Japanese have predominate hereabouts.

Describe Fencing and its condition: just along the front and down part of west side poor. Value $

Water supply: good well with ten feet of water at the present time Value $

No electricity available.

5577

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	26 x 28	frame 1½	story	shing	10yr	cement	fair	800.00
addition	16 x 28	fr me	7	shing	3yr.	blocks	fair	
	x							
BARN	12 x 14	frame no	value					
Forcing shed	18 x 40	frame	12	shing	12	blocks	f ir	250.00
Leanto	10 x 18	frame	7	shing	5yr.	none	fair	30.00
garage	12 x 16	frame	8	shing	10	none	fair	40.00
GRANARY	x							
	x							
	x							
	x							
	x							

EXHIBIT NO. 738-7
DATE Sept 30/48
FILED BY G.R.G. Rees

Total present day value $ 1140.00

Total Value Buildings add to farm $ 1000.00

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

Describe the basement and chimneys: cement wall basement no floor good brick chimn on bracket.

No. rooms downstairs? 4 Upstairs? 3 How finished V. joint

Are buildings painted? no Condition of paint N.A.

Distance from nearst bush 150 yards.

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
8¾	undulating	10 inches loam	12 to 16 inches clay loam	4.92 ac strawberries 1.17 ac raspberries 1.40 ac rhubarb .35 ac rye &clover .60 c logans .27 ac blackberries	$70.00	$612.50

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

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
	10 to12 in loam	18" loam		50.00	25.00

½ ac ready cleared withthe small brush to be picked up and the odd small stump to be removed

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

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
17	undulating	12to 14in loam	14 in loam	heavy clearing	100,to 175.00 per acre	15.00	255.00

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 $ 892.50

Total added by buildings to value of farm $ 1000.00

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

Total value of farm $ 1892.50

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

Has been farmed for just over ten years I am told is in good state of cultivation, presently occupied by a renter.

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

When fully developed it can be used as a deversified farming unit.

Noxious weeds: just a few Canada thistle.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Matsqui Municapility Matsqui Taxes $ 30.44.

Date: June 4th 1942

Place: Abbotsford B.C

I certify that the above report is based on a personal examination of the whole farm made on the 4th day of June 1942. 19

Inspector's Signature G. Buckay

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

S.S. Form No. 43
(*Sheet 2*)

JL-222 - M. SAMESHIMA

Farm Appraisal Report

Remarks: The property referred to inthis report is a reasonably good one. The eight acres in crop is clean excepting for a few Canada thistle near the north west end of the cropped area. The fruit, both strawberries and canes looks good, with favourable weather it will produce heavily.

The bush land is of good quality but the clearing is heavy for the most part, other than a small area near the road at the south east corner, from the crop north it is low and is carrying considerable moisture at the present time. With present day methods of clearing it will be some time before the whole twenty five acres can be brought under cultivation. The Japanese owner has I am told, been operating here for twelve years only.

The buildings are the general run of Japanese construction, unpainted story and a half house with leanto, finished throught with V joint, unpainted. Basement under the main part of the house with no floor. There are no plumbing fixtures, and there is no domestic power available within a mile and a half. The water is from a good well right handy to the house.

The school bus picks up the children along the road and stops right at the front door.

The present tenant, a Scotchman, tells me he is paying $1000.00 for this seasons crop, and he figures he will make some money, He has been in the district since 1925.

(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.

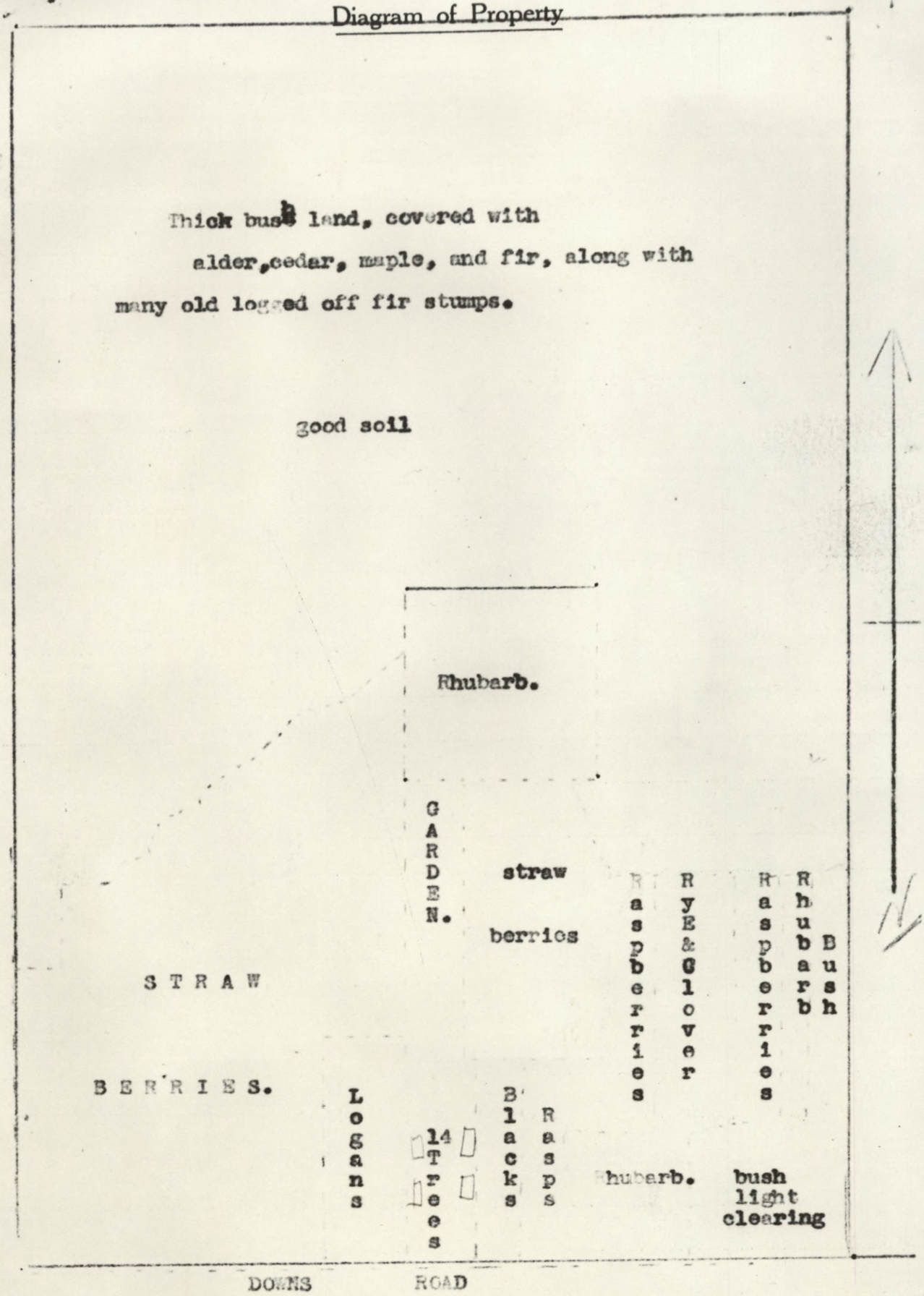
ORCHARDS, SMALL FRUITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

	Present Value
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

2 chains to the inch Munetoshi Sameshima S½ of Lot 3 Blk A of S.E 33- Tp 16
25.925 ac.

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 1800.00

Date 9th June 1942.

"I.T. BARNET"
District Superintendent.

557 v

R.P. 2

THE CORPORATION OF THE DISTRICT OF MATSQUI

Office of Municipal Collector, Municipal Hall, Mt. Lehman, B.C.

TAX NOTICE 1942

№ 1383

Mr M Sameshima
Clayburn,
B.C.

NET RATE

	General	School
Wild Land	30 Mills	20 Mills
Improved Land	17 Mills	18 Mills
On 22% of Improvements	17 Mills	18 Mills
Minimum Tax for School Purposes		$10.00
Levy for Library		$ 1.25

PERCENTAGE ADDITION

If Paid after September 15, 1942, ADD 10% to 1942 Taxes

Interest at Rate of 5 per cent per annum allowed on 1942 Taxes from date of payment to September 15, 1942, if received here on or before August 15, 1942.

YOU ARE HEREBY NOTIFIED that the following taxes are now due and payable at the Municipal Hall, Mt. Lehman, B.C. **10% WILL BE ADDED To 1942 Taxes Not Paid on or before September 15, 1942.** In addition all Taxes bear 6% Interest per annum from December 31st of year in which they were levied. This Interest is added to Delinquent Taxes and forms part of the Tax.

Ward 3

Folio 277

Roll No. 2114

DESCRIPTION OF PROPERTY									LAND VALUATION		IMPROVEMENTS	If Paid On or Before September 15	Taxes in Arrears	Delinquent Taxes
DL	Block	Lot	Quar.	Sec.	Tp.	Map	Sketch	Acreage	Wild $	Improved $	$	1942	1941	1940
49		A½/3	SE	33	16	5069		25.595		460.00	1700.00	30.44		
									Paid on a/c Apr. 20.			29.60		
											Bal'ce	.84		

Taxes in Arrears: This property will be sold for taxes on Sept. 30 of year following this notice unless taxes be sooner paid.

Delinquent Taxes: This property will be sold for taxes on September 30 of This Year unless taxes be sooner paid.

EXHIBIT No. 738-8.
DATE Sept 30/48
FILED BY Gra Price

CHEQUES must be certified and include exchange, and be made payable to the MUNICIPAL TREASURER.

MONEY ORDERS to be made PAYABLE AT MOUNT LEHMAN, B.C.

REMITTANCES must reach this office on or before SEPTEMBER, 15, 1942, to save penalty addition.

Please Check over Name, Address and Description, and in Case of Error, Notify Collector at once.

J. W. Pennington, Collector,
Municipal Hall, MT. LEHMAN, B.C.

EXHIBIT No. 738-9
DATE Sept 30/48
FILED BY Gra Rice

REAL PROPERTY SUMMARY

File No. 5577.

JAPANESE NAME: Munetoshi SAMESHIMA, Reg. No. 06008, 4055 Downs Road, CLAYBURN, B.C. Sale to Director of Veterans Land Act.

LEGAL DESCRIPTION: The South half of Lot 3, Block "A" of the South East quarter of Section 33, Township 16, Map 5069, and being all that portion of Lot 3 lying South of a straight line bisecting the East and West boundaries thereof, Municipality of Matsqui, in the District of New Westminster. C.T. 105991-E.

ENCUMBRANCE: None registered. No evidence on file of any unregistered.

VESTING: Of interest of Munetoshi SAMESHIMA, filing 25141, filed 11/12/3.

ASSESSED VALUE: 1942 - Land $460.00, improvements $1,700.00, total - $2,160.00. Taxes $30.44.

CLASSIFICATION: Farm of 25 acres, of which 4 acres were in strawberries, 2 acres in raspberries, $\frac{1}{4}$ acre blackberries, and $\frac{3}{4}$ acre in boysenberries. The buildings were a $1\frac{1}{2}$ storey frame house of seven rooms, 26 x 28 ft., reported in excellent condition, a garage, two hot-houses, stable and chicken house. Nothing was reported of the nature of the land not under crop.

ADMINISTRATION: SAMESHIMA leased the farm on April 4th, 1942 as from April 1st, 1942 to Thomas Scott for a term of ten months, including the growing crop, with an option to extend the lease to the end of 1943, the rental for the year 1942 being $1,300.00, which was paid to him. Use of farm implements was included in lease, (a list of chattels left on the premises is on file). The lease was made through the Pacific Co-operative Union.

The Custodian renewed the lease of the property to Mr. Scott from February 1st, 1943 to August 15th, 1943 at a rental of $180.00 (in ledger $175.00) accruing to the Veternas Land Act.

On August 13th, 1942 Mr. Scott made application to rent the farm from February 1st, 1943 to August 15th, 1943 at a rent of $180.00, payable June 30th, 1943, the lessee, in event of sale of the property, to receive payment for the crop from the purchaser or to be allowed to harvest it.

The tenant, Scott, on July 2nd, 1942, made an affidavit that he and Archibald Couroy, of Gifford, had made actual measurements of the area under crop at the time of Mr. SAMESHIMA'S evacuation and had computed the area as being 5.75 acres, which had been given in the lease as 9.75 acres, a difference of 4 acres. Some notations on file give the area as in the lease 9.75 and the actual area 6.98 acres, a difference of 2.77 acres and this appears to have been the basis of settlement at $133.00 per acre, amounting to $368.00. An actual settlement was effected with Mr. Scott at 70 per cent of $368.00, $257.60, which was charged to Mr.SAMESHIMA'S account.

File No. 5577.

SOLD: To the Director of Veterans Land Act for $1,858.00 as at January 1st, 1943 and payment of the amount was included in cheque dated March 9th, 1943.

FUNDS: Released to Munetoshi SAMESHIMA - Sale price of property $1,858.00 plus refund of insurance $26.58, total $1,884.58; less Certificate of Encumbrance $1.00, insurance $20.00, taxes 93¢, registration fee $3.00, legal fee $15.00, claim for excess estimate of crop area $257.60, total - $297.53. Net amount released $1,587.05.

OLD TITLE: C.T. 105991-E in possession of Munetoshi SAMESHIMA.

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

Ian MacPherson

Ian MacPherson March 1st, 1948.

IMac/CH

File No. 5577. REAL PROPERTY SUMMARY FOR CLAIM May 18/48.

CLAIMANT: (Mr.) Munetoshi SAMESHIMA Reg. No. 06008.

PROP. SUBJECT OF CLAIM: 4055 Downs Road, Clayburn, B.C.
being (V.L.A.)
S.½ of Lot 3, Blk."A" of S.E. ¼ of Sec. 33, Twp. 16, Map 5069 and being all that portion of Lot 3 lying S. of a straight line bisecting E. and W. boundaries thereof., Mun. of Matsqui, D.N.W.

CLAIM: Estimated fair market value as per claim:

Land	$4,278.35
Buildings	2,250.00
	$6,528.35
Custodian Cr. as per claim	1,864.25
(Actual Gross Selling Price $1858.)	
CLAIM -	$4,664.10

- -

REFERENCES	HISTORY
JP	Declared April 17th, 1942.
RP.1	C of E dated December 16th, 1942, notes vesting in the Custodian.
RP.2	Assessed Value (1942) Land $ 460.00 Improvements 1700.00
RP.3	Valuation - V.L.A., $1892.50, June 4th, 1942.
RP.4	Munetoshi SAMESHIMA advised of sale of property, May 30/44, $1858.00, provided with Statement of Sale and Statement of Account. Statement of Account - Apr.21st, 1948.
RP. 5	Photograph of property.

/JS

J. Spratt.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5577 EXHIBIT No. ____

NAME SAMESHIMA, Munetoshi (Mr.)

REG. No. 06008

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION Apr.17/42.	TAKEN BY			AUCTION	TENDER &c		
EVACUATION June 2/42.	DATE						
Carpenter tools		**Left in care of Thomas Scott:**					
farm implements		1 Wheel Barrow	3.00				
2 sheep shears		1 Buffet	15.00				
bridle		1 Peevey	2.00				
halter		1 - 3/4" Cable Choker	5.00				
2 chick feeders		1 Chain Spreader	2.00				
50' rubber hose			27.00				
4 gallons oil							
household furniture							
gas lamp							
lantern		**Auction Sales:**					
food chopper							
scale		Farm Equipment	(FE)	46.10			
linoleum		Furniture	(F)	102.65			
kitchen utensils		Kitchenware	(K)	16.20			
5 axes		Tools	(T)	31.95			
wheelbarrow		Miscellaneous	(M)	35.65			
2 well pumps				232.55			
in house at P.O. Box 155,							
Matsqui, Clayburn, B.C.							
Key will be in possession							
of Thomas Scott who has							
leased the house.							
		RECAP OF CLAIM:					
		$10.00 - Abandoned					
		2.00 - Not accounted for, theft, etc.					
		15.00 - Shipped					
		$27.00					

. 5577 EXHIBIT No. _____ CASE No. _____

. 06008 VENUE LETHBRIDGE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	Shipped	REMARKS
	TENDER &c								
					3.00				
								15.00	Jan.27/44, see letter Jan.31/44.
					2.00				
					5.00				
						2.00			
					10.00	2.00		15.00	

10
95
20
95
35
55

EXHIBIT No. 738-10
DATE Sept 30/48
FILED BY Gra Rice

J. Spratt

PERSONAL PROPERTY SUMMARY

EXHIBIT No. 738-11
DATE Sept 30/48
FILED BY G. Rice

File No. 5577 14th June, 1947.

Re: Munetoshi SAMESHIMA - Reg. No. 06008

CHATTELS: The above Japanese registered with this office on the 17th April, 1942, and at that time declared leaving on his property at Clayburn, in the care of his lessee, Thomas Scott, farm implements, carpenters tools and household furniture.

The property was inventoried by our fieldmen on the 4th June, 1942, and Mr. Scott signed for his responsibility of these goods. A number of chattels had been included in the lease, and a copy of this is on file with our inventory. A copy of this inventory was forwarded to SAMESHIMA on the 7th October, 1942, and he returned this on the 26th October, 1942, stating that it was correct barring the fact that 2 linoleum carpets were missing. These were found to be in the house, 4th December, 1942, and SAMESHIMA so notified. He advised us however, on the 9th January, 1943, that there was also a set of scales missing. However the scales were listed on lease agreement with Mr. Scott.

On the 5th November, 1943, SAMESHIMA requested shipment of 2 beds and a buffet. He was advised to make his request through the B.C. Security Commission. On the 25th November, he advised us that he had other chattels not listed which were stored secretly, and on the 11th December, gave us actual location of the chattels, which were in a walled in space in the attic. He requested shipment of these chattels as well on the 11th January, 1944. Shipment was made by Gowing Frost, Auctioneer of Abbotsford, in January, 1944, and shipment charges taken care of from money deposited by SAMESHIMA with the B.C. Security Commission.

All saleable chattels were removed to auction at Abbotsford and sold on the 26th January, 1944, and 1st March, for the net sum of $176.06. It is noted on the file at that time by our fieldmen that there were 3 farm tools missing, which the tenant could not account for, and a number were abandoned as being of no sale value.

Some personal effects were removed to storage, in Mission.

SPECIFIED ARTICLES: SAMESHIMA was the owner of a 1938 International Truck. This truck SAMESHIMA had sold to his tenant under a Conditional Sales Agreement, but as Mr. Scott could not complete his payments he had transferred title to the Pacific Co-operative Union. It had been surrendered at Hastings Park, but was released to the Pacific Co-operative Union for sale. The Co-operative sold the truck, and by their first statement received 19th March, 1943, SAMESHIMA received $556.25; sale price having been $585.00, and their commission $28.75. However the Custodian took this matter up with the P.C.U. and they reduced their sale price to $575.00, and refunded commission of $18.75, so that SAMESHIMA actually received sale price of $575.00.

BONDS & INVESTMENTS: SAMESHIMA declared he was a shareholder in the Pacific Co-operative Union, and according to their records he was the holder of 44 non-redeemable shares, and the following redeemable shares which have now been redeemed:-

4 shares issued in 1938	$40.00
9 shares issued in 1939	90.00

PERSONAL PROPERTY SUMMARY (Cont'd)

File No. 5577

14th June, 1947.

4 shares issued in 1940	$40.00
3 shares issued in 1941	30.00

Accrued interest of $11.52 on his redeemable and non-redeemable shareholding has been credited to his account from time to time.

LIFE INSURANCE: SAMESHIMA declared when registering that he had a $1000.00 Sun Life Insurance policy, and on the 1st Sept. 1943, he requested that overdue premium of $32.78 plus interest of $1.27 be paid from his account. Payment was made 10th September. No further request for payment of premiums on this policy was made, and the policy was not brought under control by the Custodian.

The Pacific Mutual Aid fund advised us on the 9th March, 1944, that dues were in arrears on SAMESHIMA's membership, and we so advised SAMESHIMA. No reply was received from SAMESHIMA in this connection, and it is presumed that his membership either lapsed or he made payment direct.

BANK ACCOUNT: SAMESHIMA declared having a bank account at the Bank of Commerce, Mission, but this was not brought under control by the Custodian.

This file reveals no other personal property assets.

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

HA

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R.P.5

SAMESHIMA, M.

4055 Downs Road, Clayburn, Matsqui, B. C.

File 5577 Reg. #06608

EXHIBIT No 738-12
DATE Sept 30/48
FILED BY Gra Rice

EVACUATION SECTION
Rec'd NOV 29 1943
File No.
Ans.
Referred

G-165-A

RECEIVED NOV 22 1943 British Columbia Security Commission

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Box 1088 Date Nov. 19. 1943
LETHBRIDGE ALTA.

EXHIBIT No. 738-13
DATE Sept 30/48
FILED BY G. R. A. Rice

To: The Secretary of State, acting in his capacity as Custodian, Vancouver, B.C.

I, M. SAMESHIMA, Police Registration No. 06008 hereby request you to release to me the under-noted property stored at 1028 SCOTT RD. in possession of THOMAS SCOTT and I release you from any claim whatsoever with respect to such property.

Description of Property:

2. BEDSTEADS . 1 BUFFET
2. LINOLEUMS - SIZES 12 X 12 AND 14 X 14
2. FRAMED PICTURES OF MY PARENTS WHICH IS STORED IN ATTIC.

Original Address Box 155 MATSQUI BC.

Date Evacuated to Vancouver

Date Evacuated to Present Address JUNE 4 1942.

Number in Family - 12 years and over 7

Number in Family - 5 to 11 years old 1

Number in Family - under 5 1

TOTAL NUMBER IN FAMILY 9

I agree to pay all charges as required by the British Columbia Security Commission.

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: M Sameshima
Claimant Signs Here

Received $10.00 Nov. 19/43
Deposited to Receiver General Nov. 20/43

Box 1088
Lethbridge Alta.
Dec 11, 1943

EVAC[illegible]CTION
Rec'd DEC 15 1943
File No. 5577
Ans. WA
Referred Anderson

Custodian's Office
Dept of the Sec't of State,
Vancouver, B.C.

Dear Sir:-

Re: letter of Nov. 30, 1943

The chattels which we would like sent are stored in the attic of our house. They are in between the space made by the roof, the attic floor & the wall (x) in both sides of the attic. As you approach the top of the stairs, it can be noticed where the boards of the walls have been displaced and have been put in place again.

If you can list the chattels which I have named, please forward me a the word saying so,

Thanking you for your prompt reply,

I remain

Yours truly,
M. Sameshima
Reg. No. 06008,
per G.

EXHIBIT No. 738-14
DATE Sept 30/48
FILED BY G.R. Rice

FORM "JP" MISSION FILE No. 5577

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: SAMESHIMA, Munetoshi

HOME ADDRESS: Matsqui P.O. Box 155, Clayburn, BC

REGISTRATION NUMBER 06608 SEX: Male AGE: 47

OCCUPATION: Farming

(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.)

EXHIBIT No. 738-15
DATE Sept 30/48
FILED BY Grace

EMPLOYER: Myself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Taye

ADDRESS OF WIFE OR HUSBAND: Matsqui P.O. Box 155, Clayburn, BC

NAMES OF ANY LIVING CHILDREN: Hiroshi (M) Muneyoshi (M) Laiko (F) Yemiko (F) Teruo (M)

ADDRESS OF CHILDREN: Matsqui P.O. Box 155, Clayburn, BC

AGE OF CHILDREN: 15, 14, 10, 9, 2

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

1. LOCATION AND DESCRIPTION: Ward 3, District Lot 49, Block S ½ of Lot 3, Quarter SE, section 33, Township 16, map 5069

2. BUILDINGS AND OTHER IMPROVEMENTS: Seven-room dwelling house, garage, hot house, stable, chicken house, packing house, forcing rhubarb house.

3. INSURANCE (Give particulars; state where policies are) ~~Xxxx~~ $1000 on dwelling with the North West Fire Ins. Co. Policy in my possession No. 178787 renewed under policy # 193948
$500 on rhubarb forcing house in New England Fire Ins. Co. Policy No. 6251727 (Policy in my possession

4. TAXES (Amount and where payable) $29.61 Mt. Lehman.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) ~~Leased~~ Crop sold to Thomas Scott for $1300 for ten months starting April 1, 1942.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In my possession

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN strawberries, raspberries, rhubarb blackberries, logan berries, boysen - Sold. See Page 1, #6

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1,

2. LANDLORD'S NAME AND ADDRESS: Myself

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: See Clause 9

STATEMENT OF PERSONAL PROPERTY OWNED:

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

carpenter tools, farm implements, 2 sheep shears, bridle, halter, 2 chick feeders, 50' rubber hose, 4 gallons oil, household furniture gas lamp, lantern, food chopper, scale, linoleum kitchen utensils, 5 axes, wheelbarrow, 2 well pumps, in the house at ~~xxxxxxxxx~~ P.O. Box 155 Matsqui, Clayburn, BC Key will be in possesssion of Thomas Scott who has leased the house.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS ~~xxxxxxx~~, 1 dog

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

FORM "J"

4. INSURA

5. MORTG

OT

6. MONEY

7. BONDS,

1 share

8. BANK A

9. LIFE IN

Benefici

10. INTERE

11. SAFETY

LIABILITIE

1. PERSO

2. TRADE

I, the u

area as set

or other secu

I certify

every descri

and indirect.

Dated t

FOR DEPA

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: See page 1 No.3

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)
1 share $10, 25 shares, 44 shares Capital Stock for Pacific Co-op Union

8. BANK ACCOUNTS: $1300 Bank of Commerce, Mission, B.C.

9. LIFE INSURANCE: $1000 Sun Life Ins Co., 34-year endowment policy No.2209240 Beneficiary my wife Tae SAMESHIMA. Policy in my possession

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 17th day of April 1942.

(Signature) M. Sameshima

F. T. Williams
Witness

FOR DEPARTMENTAL USE