Name of Claimant SATO, Akisaburo Case 743

Custodian File 3887

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					1255.		1041.84				1041.84

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	
37.50	10.75	3.22	46%	500.00	230.00	63.50	7.62	240.84

TOTAL RECOMMENDATION 1282.68

CASE NO. 743.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,
October 1st, 1948.

IN THE MATTER OF THE CLAIM OF
AKISABURO SATO.

PROCEEDINGS AT HEARING.

Original

CASE NO. 743.

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 HONOHR JUDGE R. M. EDMANSON, SUB-COMMISSIONER).

Lethbridge, Alberta,
October 1st, 1948.

IN THE MATTER OF THE CLAIM OF

AKISABURO SATO.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

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

THE SECRETARY: Case No. 743, Akisaburo Sato.

AKISABURO SATO, being the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Mr. Sato, I show you a formcalled a summary of evidence. Now, it shows your 15 acres of land near New Westminster? A: Yes.

Q And I believe you paid $850.00 for that land, is that right? A: Yes.

Q You bought it in 1921 and you finished paying for it in 1927? A: Yes.

Q When you bought it what condition was that land in? A: It was just bushland.

Q No buildings, no improvements?

A No, no house, nothing.

Q Now, you cleared thirteen and a half acres of the land, did you? A: Yes.

Q And you planted the cleared land to strawberries and various berries, a vegetablegarden and 24 fruit trees? A: Yes.

Q And you fenced it and you put in drainage boxes? A: Yes. As regards fencing, I did this in conjunction with my neighbour.

Q Yes. A: And we shared the cost of that.

Q Now, all that clearing, and ditching, and draining and planting, I believe cost you $4745.00, did it? A: Yes.

Q Now, you put on a large number of buildings?

A Yes.

Q And they are all shown here in this list with the date when you built them and the cost of material and labour, and the total cost?

A Yes.

Q And that cost you $6000.00? A: Yes.

Q Now, the total cost of this land of yours, including all the improvements and all the rest of it came to $11595.00? A: Yes.

Q But you only put a value on it for a fair market value of $8725.00? A: Yes.

Q Now, what do you say about that fair market value that you put on of $8725.00? What do you say about that value? A: Some of the buildings are getting old, and some depreciation, so I marked it down to this amount as what I thought was a fair total.

Q Yes. Now, are you satisfied that when you were evacuated that the place was worth $8700.00, about? A: Yes.

Q Do you know that the Custodian sold it for $1255.00?

A Yes.

Q What have you to say about that?

A It is very, very low.

MR. VIRTUE: I will put this in as an exhibit, your Honour.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: I show youa photograph that apparently was taken in February of 1947; will youtake a

look at that photograph? A: Yes, it was taken by my boy on his honeymoon.

Q Is that the house that you have described in your claim form? A: Yes.

Q Now, how does the condition of this house as shown in the photograph in 1947 compare with the condition of your house and property when you were evacuated?

A Well, I can't see any difference in the house from this picture, but the gate posts are all torn down. There was an entrance with the gate posts up here, leading up to the garage, and it looks as if it is rundown.

Q It looks as if it is rundown? A: Yes.

Q Was it rundown when you were evacuated or what condition was it in? A: No, everything was straight.

Q Everything was good? A: Yes.

Q When you were evacuated? A: Yes.

MR. VIRTUE: I will ask leave, sir, to file a little later on today, or perhaps a little later, perhaps next week, a large photograph. It was left with us and it was so large that it wouldn't go in the file and it is just temporarily mislaid. It is hard for us to put our hands on it as the office is being changed around and things are a but upset, but I will ask leave to put it in later on.

THE SUB-COMMISSIONER: Yes.

MR. VIRTUE: Q: Now, did you live on this land at the time that you were evacuated? A: Yes.

Q Did you make a living for yourself and your family there? A: Yes.

Q How far is this land from New Westminster?

A Five miles.

Q Which way? A: Southeast. Just about south.

Q South? A: Yes, just about south.

Q So that it would be between the City of New Westminster and the border? A: Yes.

Q The United States border? A: Yes.

Q But close to New Westminster?

A Yes, five miles.

Q And is that a thickly settled farming area in there? A: Yes.

Q Was there a good road adjoining this land?

A Yes, there was a highway within one mile. There was no road when I first went there.

Q But when you were evacuated? A: When I was evacuated there was a good highway within a mile.

Q How did you get to the highway?

A There was a good motor road to the highway.

Q There was a good motor road from your place to the highway? A: Yes.

Q And what highway are you speaking about?

A Scott road.

Q Scott road? A: Scott road is a gravelled highway.

Q You had quite an acreage here of berries and rhubarb and so on. What condition was your

plantation in when you were evacuated?

A I was running it for many years successively and it was all in very good condition.

Q Do you mean successfully or successively, which?

A Every year I was putting more work in it.

Q Every year you were putting more work in it; but what I am getting at is this: What condition were your berries and your rhubarb and your fruit trees in?

A As far as the strawberries are concerned, there were some that were three and four years old, they were getting old, but every year I put in one acre of fresh strawberries, each year, and those were in good condition.

Q Well, I don't want him to describe every tree and bush, but, generally speaking, what was the condition of his plantation? Was it rundown, or was a good going concern, or what?

A It was in good condition.

Q It was in good condition? A: Yes.

Q Now, here is a list on page 6 of your form of your personal property that you left behind. Do you see that list? A: Yes.

Q Did you leave all that stuff behind?

A Yes.

Q And you put certain prices out there. What do you say about the prices or values you put on your personal property? A: The older things there, according to the age I have reduced them one-third or one-half; the other things that are newer I haven't reduced so much, but I have

brought them all down to what I thought was a fair price.

Q Now, you list here your 1942 crop at $2000.00, do you see that? A: Yes.

Q What time of the year were you evacuated?

A In April.

Q In April, 1942? A: Yes.

Q What did you do about your land or crop before you were evacuated, or did you do anything?

A I didn't know that I was to be evacuated and I hoed it until I was evacuated.

Q Well, did you sell the crop to anybody before you were evacuated? A: No, I didn't sell it, I just left it as it was.

Q Just left it as it was? A: Yes.

Q Do you know a man named J. Keller?

A No.

Q Did you have any dealings with Keller before you were evacuated? A: No, I had nothing to do with him. I don't know him at all.

Q Well, now, why do you value your crop at $2000.00?

A Over a period of twenty years I had been producing this kind of crop and every year I was producing about, strawberries, thirty to thirty-five tons of strawberries in one year.

Q Now, as we go along, what would your strawberry crop have been worth in 1942, about?

A About four or five hundred crates, between $1.50 and $1.75.

Q How many crates? Four to five hundred?

A 500 at least.

Q At $1.50 or $1.75? A: Yes.

Q So that your strawberry crop would have been worth a minimum of about $600.00, at the least?

A And in addition to that there were strawberries produced for the cannery.

Q Well, tell him not to go into details, but just to tell us what he thinks his total strawberry crop would have sold for in $1942, about? Now, Mr. Sato, will you please stick to the question I asked you, about what your total strawberry crop would have sold for in 1942? Now, would you just answer that? A: About $1200.00, I think.

Q $1200.00 A: Yes.

Q Now, your rhubarb crop? A: About $1000.00; but then there is the labour to take into consideration.

Q Never mind that; if you had been there you would have had the labour. And your other berries outside of strawberries?

A Approximately $400.00.

Q Yes. And your other fruits, outside of strawberries and other berries, what other fruits, or what would the other fruits have brought you? Just answer the question. Never mind all the details, just get down to the answer.

A I didn't market very much of the other fruit, it was what I used myself and gave a lot to my friends, but about $40.00 or $50.00 I would

have sold probably.

Q Besides your living, is that right?

A Yes.

Q Now, what did you get out of your 1942 crop?

THE SUB-COMMISSIONER: Do you mean net?

MR. VIRTUE: Q: What did you receive in money?

A I actually receiv ed $400.00. I arranged for my nephew to dispose of it for $600.00, but upon Mr. Keller's complaint it was reduced to only $400.00. That is my mistake. Mr. Keller did not complain; he said that he couldn't pay more than $400.00 for it.

Q I see. So that your 1942 crop, after you left, was sold by your nephew to Keller, is that right?

A I don't know exactly what happened after I left, but it was my impression.

Q Anyway, who was looking after it, the Custodian or Keller? A: I don't know exactly what happened after I left, but it was my impression that the Custodian was looking after it because my nephew left very shortly after I did.

Q So that you got this money, the $400.00, from the Custodian, did you? A: Yes.

Q And it was the Custodian who reported this deal to you? A: Yes.

Q Now, I will show you a paper dated the 21st of January, 1927, from a man named Jolley to you covering this land for $850.00?

A Yes.

Q Is that the purchase deed you got covering this

land? A: Yes.

MR. VIRTUE: I will put that in.

(DEED MARKED EXHIBIT NO. 3).

MR. VIRTUE: If my learned friend has the assessment notice handy I would be much obliged if he would give it to me.

(Notice to Mr. Virtue)

I will offer this from the Custodian's file, sir, as an exhibit; it is an assessment for 1943, apparently, improvements, $1500.00, and the value of the land alone, $850.00.

(ASSESSMENT MARKED EXHIBIT NO. 4).

MR. VIRTUE: Q: Now, the last year you farmed this land yourself was 1941? A: Yes.

Q You were evacuated in the Spring of '42?

A Yes.

Q Now, I hand you a bunch of statements here from the South Fraser Farmer's Union, and without going into detail, would you tell me if this is a statement of part of the crop you got off this l and in '41? A: Yes, just part of the crop.

Q Just part of the crop? A: Yes.

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

(STATEMENTS MARKED EXHIBIT NO. 5).

MR. VIRTUE: I also put in an insurance policy dated the 14th of August, 1941, insuring the dwelling at $1500.00 and the household furniture at $500.00.

(POLICY MARKED EXHIBIT No. 6).

MR. VIRTUE: Q: Your house and buildings were supplied by electricity? A: Yes, from a year before I left.

Q Now, quite a few of your chattels were shipped to you by the Custodian, I believe?

A Yes.

Q In your claim for personal property which you file now have you included any articles which you received from the Custodian?

A No.

Q All right, thank you.

MR. RICE: I take it my learned friend is abandoning to charges made by the Custodian's office, freight charges and the loss on insurance, is that right? It isn't in the summary of evidence.

MR. VIRTUE: That is a matter of argument. The whole question of that is going to be argued independently.

THE SUB-COMMISSIONER: I will reserve that for Mr. Justice Bird.

MR. RICE: I am submitting that the real estate was sold for its fair market value. The electric pump claimed for formed part of the water system, and the electric fixtures, and those are all fixtures and a part of the freehold. I am submitting that the crop was not sold by the Custodian. In any case it was a very poor crop. I am submitting that the chattels were sold for their fair market value.

THE SUB-COMMISSIONER: Nothing was said about a truck. Was there a truck?

MR. RICE: I think the claim for the truck has been abandoned.

MR. VIRTUE: Pardon me for just a moment, sir. No we are not claiming for the truck.

THE SUB-COMMISSIONER: It does not appear to be listed in Exhibit 1. I say, Mr. Virtue, the truck does not appear to be listed in Exhibit 1.

MR. VIRTUE: No.

THE SUB-COMMISSIONER: So that it is abandoned then?

MR. VIRTUE: Yes.

MR. RICE: I submit a farm appraisal report respecting the land.

(APPRAISAL REPORT MARKED EXHIBIT NO. 7).

MR. RICE: I submit two summaries respecting the real property, showing the sale.

(SUMMARIES MARKED EXHIBIT NO. 8).

MR. RICE: I submit an analysis of personal property claim as an exhibit.

(ANALYSIS MARKED EXHIBIT NO. 9).

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 15th of April, 1942; does that bear your signature?

A Yes.

MR. RICE: I tender the J.P. form as an exhibit.

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

MR. RICE: Q: I show you two releases purporting to be signed by you, both of which are dated November 1st, 1943. Will you look at both

of those documents and tell me if they bear your signature? A: Yes.

MR. RICE: I tender both of these releases, your Honour, as an exhibit.

(RELEASES MARKED EXHIBIT NO. 11).

MR. RICE: They both bear the same date. One releases the Custodian from any claim respecting,

"2 Congoleum rugs (which were in the two front rooms), 1 bed, color brown (complete with spring and mattress), i Bu-tsu-dan (a cabinet-like fixture representing a shrine, used for religious purposes."

The other release releases the Custodian from any claim respecting,

"Dinner sets, platters, dishes, bowls, all chinawares, all pyrex-wares and glass-wares, 'Suri-bachi' (an earthenware container corrugated on the inside), clothes basket filled with cushions, boxful of woman's hats, Japanese kimonos, knitting machine, drafting set for dressmaking, pictures of people, (framed, portraits, etc.), Japanese phonograph, records, all carpenter tools, 2 electric hot plate, electric light extensions, all mechanical tools, books and magazines in Japanese language."

And then in red, "glass-ware does not include sealers."

(RELEASES MARKED EXHIBIT NO. 11).

MR. RICE: Q: I show you a letter dated December 6th,

1942, addressed apparently by you to the Custodian (indicating); is that your letter or was it written for you? A: Yes. I don't remember what it contains but it is my signature.

MR. RICE: Well, I will read it. A letter signed by the claimant and written to Mr. R. O. Richardson, Office of the Custodian, under date of December 6th, 1942.

"Received your letter of the 2nd instant and also the enclosed cheque of $150.00. I wish to know why you didn't send us the whole amount of rental money on my farm totalling $600.00, promised to us by Mr. Keller for the year of 1942. Please mail us the remaining $450.00 as soon as possible."

And there is an item written in in lead pencil which I don't believe is a part of the letter.

"About the crates, Mr. Keller moved into my farm two or three weeks following my leave. After my departure my nephew, T. Fukushima, took charge of my farm and informed them of the crates, but did not set the price for them as it was not his own. I believe there are approximately 350 strawberry crates, about 30¢ each, and 50 rhubarb crates, about 15¢ each. Undoubtedly Mr. Keller has used them up by now. Will you kindly ask him exactly how many there were?

"I would greatly appreciate it if you will send us the correct amount of money received

from Mr. Keller for the crates and the balance of rental payment on my farm."

(LETTER MARKED EXHIBIT NO. 12).

MR. RICE: Q: When you were evacuated you turned your place over to your nephew Fukushima to look after for you? A: Both of my nephews went to the road camp; there was nobody around.

Q Well, that letter said you turned your place over to Fukushima. What did you mean by that?

MR. VIRTUE: Pardon me. My learned friend has again made a statement to the witness which is just a little at variance with the statement in the letter. The statement in the letter is "After my departure my nephew, T. Fukushima, took possession -- charge of my farm and informed them of the crates." That is a little different from the way my learned friend put it.

THE SUB-COMMISSIONER: Well, he was in charge apparently irrespective of how he got it.

A No. I asked my nephew we have to do what we could, but my nephew was already away at the road camp.

MR. RICE: Q: Why did you write a letter to the Custodian saying that your nephew Fukushima had taken charge of your place after you left?

A I didn't leave him in charge of the property; I just asked to watch out for it and to report to the Custodian for me.

Q Did you lease the place to Keller?

A No.

Q Did your nephew Fukushima lease the place to Keller?

A I am not clear on that point. I was under the impression that the Custodian had taken charge.

Q Did your nephew write you and say that he had leased or that the place had been leased to Keller?

A Yes, I received a letter from him to that effect.

Q You received a letter from Fukushima that he had rented the place to J. Keller, and that it was rented for $600.00 a year, is that right?

A I received a notification from Fukushima saying that he had arranged through the Custodian to let the place for $600.00.

Q Then you wrote the Custodian and asked for the rent? A: No, I just left it at that; I didn't write to the Custodian.

Q You didn't write to the Custodian?

A No.

Q Well, did Keller write you and ask for a reduction of the rent? A: No, I received no such letter.

Q Well, did the Custodian write you and say that Keller wanted a reduction inthe rent from $600.00 to $400.00? A: I received a letter from the Custodian after the crop had been taken in saying that Keller couldn't pay more than $400.00 and to please to give him a reduction.

Q Pardon? A: To please okay the reduction.

Q Did you okay the reduction?

A I didn't answer.

Q Did you complain to the Custodian when the place was leased to Keller for $600.00, and your nephew advised you that it had been leased for $600.00?

A No, I didn't do anything about it.

Q I show you a letter dated July 5th, 1945, written by you to the Custodian (indicating); is that your letter and is that your signature?

A Yes, this was written for me by my son and signed by myself.

Q I said it was 1945, it is 1943. I will read it.

"Kindly oblige me by sending me the following articles listed below, found in my home, on 1493 Kennedy Road, R.R. #1, New Westminster, to the above address at your earliest convenience.

"The following articles listed below, were left on the main floor, when I left, but may have been moved by the tenants.

"1. 2 Congeleum rugs (found in two front rooms)

2.1Cabinet gramaphone.

3. 1 (known in Japanese as a Bu-tsu-dan) a cabinet like affair with a imitation shrine built in the inside. A thing pertaining to religion.

4. 1 new bed (color - dark brown) complete with bedstead, spring and mattress."

MR. VIRTUE: May I ask my learned friend if these are the same articles already described in the releases?

MR. RICE: I believe they are.

"The following articles listed below, are upstairs in the west-side wall compartment where we had packed all belongings.

1. 1 set of new dinner dishes in box and all other boxes of dishes.
2. All pyrex wares and also all glass wares.
3. 1 cloth basket containing cushions (complete).
4. 1 box containing women's hats.
5. 1 knitting machine.
6. 1 Drafting set for dressmaking.
7. Japanese kimonos.
8. All carpenter tools.
9. Gramaphone records (all Japanese records and few of the good English ones worth sending).
10. Two electric hot-plates and any other things pertaining to electrical ware as extensions, two-way sockets, etc.
11. 1 (known in Japanese as Su-ri-backi) a earthenware container with a corrugated inside, a cone shaped container.
12. Framed pictures of my father and mother and any others and also portraits & group pictures that you may come across.

"If there are any other articles which may be considered of value to us and worth sending, please do so.

"In the front room upstairs inthe east side wall compartment there are some rice in a 6 gal. crockery and other tin containers, so would like

to have it sent , container and all, especially the crock.

"The dishes are not packed sufficiently so please repack it better, for freight handling.

"Somewhere upstairs, there is a coal oil burning massaging machine, which I would like to have.

"Please take note of our new address."

(LETTER MARKED EXHIBIT NO. 13).

MR. RICE: Q: I show you another letter, typewritten, dated June 11th, 1945; is that your letter and signature to it? A: Yes.

MR. RICE: I will read it and put it in.

"As advised by Mrs. W. E. Carbutt, I am writing to you in connection with my furniture left under the care of Mrs. M. Miller in the summer home of Inspector S. F. M. Moodie, located on the southeast corner of Kennedy and Sandell roads, in Surrey.

"I have written several times to Inspector Moodie but have received no reply and have asked Mrs. Carbutt to look into it and after considerable action on her part with no results, she has evidently contacted you, thus my letter to you.

"The furnitures left at Mr. Moodie's home were as follows:

(1) 3 piece chesterfield suite (color -wine)

(2) 1 electric washing machine (color - white)

(3) 1 Singer sewing machine

(4) 1 mantle clock (color - dark brown)

(5) 1 complete bedroom suite, (bedstead, spring, mattress, vanity with mirror, chiffoneur, vanity bench)

In the drawers of the chiffoneur are the following articles:

1 case of silver ware set

1 set of carving tools

1 pair of satin slippers

1 white satin lace wedding gown, slip and veil.

1 turquoise blue evening gown (sheer) and slip.

1 sweetpea mauve evening gown, marquissette and lace (sheer), and slip.

In the drawers of the vanity there are smaller articles. Please send everything intact.

I would greatly appreciate it if you could look into this at your earliest convenience and have the furnitures sent to me addressed as above to the Taber depot.

Thanking you, I remain."

(LETTER MARKED EXHIBIT No. 14).

MR. RICE: I wish to tender a statement made by Mr. Anderson. He says,

"I have today examined the undermentioned articles and consider them valueless and should be abandoned.

3 bags of fertilizer (too old).

18 H.M. Straw mattresses.

4 Old beds, 1 spring.

1 Glass cabinet. (Cannot be removed from the upstairs, seems to have been built in room)

1 large quilt (rotten)."

MR. VIRTUE: Well, that will go in for information. I take it that Mr. Andersonwill have to attend and give evidence.

(LETTER MARKED EXHIBIT NO. 15).

MR. RICE: Apparently my learned friend's adding machine is out of kilter again. On page 2 where he has $4745.00, I believe the total should be $4675.00.

THE SUB-COMMISSIONER: Referring to Exhibit 1, are you?

MR. RICE: Exhibit1, page 2. And the item $5595.00 will be changed to $5525.00.

Q How old was the horse that you are claiming for?

A It was about six or seven at the time of evacuation.

Q How old was he when you bought him?

A I bought him the year before.

Q How old was he when you bought him? It might be a her instead of a him.

A I bought him the year before and he was about six or seven when I left.

Q Who did you buy the horse from?

A I have forgotten the name of the man. I don't remember the name of the man. He is a man who is selling horses all the time.

Q You are sure that was the horse's age, are you?

MR. VIRTUE: If he is, he is the first person who had a horse that ever was.

A Well, I am not sure of how to judge a horse's age, but the man who sold it was insisting that it was young.

MR. RICE: Q: You value your parlour extension table $35.00 that you paid $40.00 for ten years or eleven years before you were evacuated. Do you call that a fair price?

A It was made of hardwood and it was quite undamaged and I figured that that is what it was worth.

Q By the way, How much did this horse weigh, or do you know?

MR. VIRTUE: What was that; how much did it weigh?

MR. RICE: Yes.

Q Do you know what was the weight of this horse that you are claiming for?

MR. VIRTUE: I suggest to my learned friend that he has gone far enough with the horse now.

A No, I don't.

MR. RICE: Horses here were selling for thirty or forty dollars.

A He wasn't very heavy; he was just ordinary.

Q Now, you say that your crop was worth $2000.00 to you over and above your living?

A Yes.

Q Did you file income tax returns for the year 1942, or for the year 1941, I mean? Surely you can answer that without so much talking?

A No, I didn't.

Q Well, why not?

MR. VIRTUE: What year did you ask him about his income tax returns?

MR. RICE: '41.

THE SUB-COMMISSIONER: He may have had the farmer complex.

MR. VIRTUE: The man was evacuated inthe Spring of '42.

MR. RICE: It would be in '42 for the income for the year 1941.

A I spend a lot of money on the house.

Q You spent a lot of money on your house. You can talk English now. I thought I would stir you up.

A I spend it lot of money on the house, so that when came time I don't have anything.

THE SUB-COMMISSIONER: When he was giving his statement as to the money that he got from his crop, he said that was gross, didn't he?

MR. RICE: No, he said he made his living expenses on top of that, as I understood it. My learned friend took the trouble to bring that out.

MR. VIRTUE: He indicated that he got his living out of the other small fruits; at least, that was the inference.

THE SUB-COMMISSIONER: He got $2650.00; that is what he got for his stuff.

MR. RICE: Plus his living out of the small fruits.

THE SUB-COMMISSIONER: And then some living out of the small fruits, so that the $2650.00 wouldn't be all profit.

MR. VIRTUE: Oh, no.

MR. RICE: Why not?

THE SUB-COMMISSIONER: There would be expenses charged up against that.

MR. RICE: He didn't suggest there were any expenses.

THE SUB-COMMISSIONER: He did not suggest any expenses,

but that is the inference to be made from the evidence as given by him.

MR. RICE: But his own work can't be deducted as expenses as far as income tax is concerned.

THE SUB-COMMISSIONER: I am thinking about its relation to the value of the land; I am not worrying about income tax.

MR. RICE: He was thinking of getting it on the valuation of land, but when you consider income tax it puts a different light on it.

THE SUB-COMMISSIONER: Of course, spending the money on the buildings, taking into consideration income tax, it wouldn't be all taxable.

MR. VIRTUE: I suggest to my learned friend that we are getting too far afield again.

MR. RICE: Not at all. I would suggest that the natural inclination of any man whose crop was worth $2600.00 and if it was sold by the Custodian for $600.00 that there would be a howl at once, but there was nothing of the kind.

THE SUB-COMMISSIONER: There would be some expenses against that $2650.00, and it seems to me that there should be something said about that.

MR. RICE: Q: How much would it cost you to take off that crop? A: It costs quite a lot. For strawberries I would need about seven or eight pickers.

Q And then it costs you for crates and everything else too.

THE SUB-COMMISSIONER: Yes, there is all that overhead.

A Yes.

MR. RICE: Q: Then you have another claim here for 16 camp mattresses. You say they cost you $48.00. What did you do, fill those with straw?

A Yes. I bought those from the store. They were filled with straw.

Q And after using them five years you say they are only worth a dollar apiece less?

A Yes.

THE SUB-COMMISSIONER: Any questions, Mr. Virtue?

MR. VIRTUE: Yes, I want to ask him one question.

RE-DIRECT EXAMINATION BY MR. VIRTUE:

Q This stuff that was shipped to you by the Custodian including your dinner set and the glassware and so on and so on, what sort of condition was it in when it arrived? A: Outside of the glassware which quite a bit was broken, everything else came in quite fair condition. I am not saying anything; I am not complaining about that.

Q But the glassware, so much of it was broken?

A Yes.

Q All right, thank you.

MR. RICE: Q: Did you know that the horse died in December?

A I don't know. I never heard.

Q So far as we know this is the only horse that survived the evacuation until the following December.

THE SUB-Commissioner: Well, they missed the two cats that are in the J.P. form.

MR. VIRTUE: I want to put in a memorandum re sale of

chattels signed by a man named Johnson from the Custodian's office. The only reason I am putting it in is this: "List of chattels sold," and these were sold to a private party, "List of chattels sold: Table, dresser, hose, cultivator, plow, box heater," for $10.00.

(LIST MARKED EXHIBIT NO. 16).

MR. VIRTUE: In connection with the farm appraisal report, I call attention to the fact that the nearest rail point was Kennedy, by B.C. Electric, a distance of a mile and a half; the market town, New Westminster, six miles. Nearest school, a mile and a half. "Roads: Gravel, good, one mile from highway." "Water supply: From well, electric pump and pressure tank." "Electricity in buildings."

Now, on the second page, "Farm in very poor shape, rented late and very weedy," which confirms what this man says, "Soil is quite ggod if cleared up and cover-cropped and manured. Crops poor, humus required. Rented from Custodian by J. Keller for $600.00, $300.00 paid in cash, balance to come out of crop."

Now, on the third page, after giving the acreage of small fruits, strawberries, currants, rhubarb, beans, vegetables, the present value left entirely blank. And the 15 acre property in that district is then valued at $1300.00. That is all, sir. (Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing transcript accurate.
"S.R.HOWARD" Official Reporter S.R. Howard

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

H.M. Swanson

SUB-COMMISSIONER:

3887

ACKNOWLEDGED
NOV 27 1947

Case No. 743.

Proof of Claim

Leth

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: Akisaburo Sato

   Registration No. 14346

2. Claimant's address at the time of his evacuation from the protected area:
   1493 Kennedy Road, New Westminster, R.R.No. 1

3. Claimant's present address:
   Box 62 Taber, Alberta

4. Claim relating to real property:

   (a) Street address of real property: on Kennedy Road

   (b) Legal description of property:

Lot One (1) Block "B" of the East Sixty (60) acre portion of South East Quarter Section Thirty-one (31) Township Two (2) Map 4017 in the District of New Westminster.

Residence	26' x 38'
Rabbit House	20' x 100'
Hot House	20' x 60'
Hot House	24' x 64'
Garage and woodshed	20' x 28'
Bath house ad well house	14' x 30'
Old house and barn	26' x 30'
Pump house	6' x 8'
Packing house	12' x 18' and 18' x 24'

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

Residence and farm land

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

Full Title

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

(I) Land— $ purchase price

(II) Buildings— $ 850.00 and for clearing -$2,700.00

$5,175.00

Received for land and building ~~$-1,-6-~~ $1,264.94

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

$ 7,460.06

5. Claims relating to personal property, etc.

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

on the residence

(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:

in the residence and in the buildings

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

Office of the Custodian

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

'40 1 Ton Chev. Truck	$900.00	
Electric pump and water system	$350.00	
Electric light Contract	$230.46	
Farm Implement	$225.00	
Fertilizer	$ 17.00	
Tools,-carpenter and machine	$ 35.00	
Electric light fixtures	$125.00	
Horse and Harness	$125.00	
Household furniture and kitchen utensils	$300.00	Total
Custodian charges	$ 55.80	
Freight for furniture	$ 57.00	$4,671.55
1942 Taxes	$ 52.50	
Loss on cancelling Insurance policy	$ 37.79	
1 942 crop	$2,000.00	
2- masonite $'x 8'	$ 8.00	
crates, jam and strawberry	$153.00	
total -	$ 4,671.55	

Amount received ---------, on above - $1,088.82

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

$3,582.73

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

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

DATED this 19th day of ~~October~~ November, A.D. 1947.

Samson Sanderson
Witness to Signature of Claimant.

Akisaburo Sato
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Akisaburo Sato
(Full Name of Claimant)

of Box 62, Taber, Alta. Farm labor
(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: Received for land and building $1,264.94

Received for truck	$600.00
1942 crop	400.00
auction	35.82
crates	53.00
Total	$1,088.82

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 Taber
in the Province of Alberta,
this 19th day of November
A.D. 1947.

Akisaburo Sato

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

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

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

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

Proof of Claim

Claim Substantiation

Mr. W. E. Carbutt,
313- Scott Rd.
R R No. 7
New Westminster, B.C.

Mr. A. Keir
Kennedy Rd.,
R.R. No. 7
New Westminster, B.C.

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

15 Victoria Mansions,
Lethbridge,Alberta,
May 6,1948.

Dear Sir:- Re: SATO AKISABURO
No. 14346.

Your letter of the 24th Ultimo, enclosing statement in connection with the claim of the above noted party. As requested I have attached this to the file on hand.

Yours truly,

Secretary, Japanese Property
Claims Sub~~e~~ Commission (Lethbridge).

A.Watson,Esq.,
Japanese Property Claims Commission,
VANCOUVER,B.C.

HONOURABLE MR. JUSTICE H. I. BIRD
COMMISSIONER

A. WATSON
SECRETARY

JAPANESE PROPERTY CLAIMS COMMISSION

COURT HOUSE
VANCOUVER, B.C.

Fort William, Ontario,

April 24th, 1948.

Miss Lillie Thomas,
15 Victoria Mansions,
Lethbridge, Alberta.

Dear Miss Thomas:

We enclose herewith itemized statement covering real estate and personal property of Sato Akisaburo, No. 14346. Please attach this statement to the claim which will be presented by A.G. Virtue.

With best wishes.

Yours very truly,

A. WATSON,
Secretary.

AWW-s
Enc. - 1

VALUE OF REAL ESTATE & PERSONAL PROPERTY

REAL ESTATE:

Purchase price of land (15 acres)		$ 850.00
Cost of Clearing (13½ acres)		2700.00
2 storied, 8roomed residence		2500.00
Rabbit house --------(20' x 100')---		700.00
Old house & barn ---(26' x 30') ---		500.00
Rhubarb Hot-house --(20' x 60') ---		500.00
Rhubarb Hot-house --(24' x 64') ---		600.00
Garage & Woodshed --(20' x 48') ---		300.00
Bath & Well-house --(10' x 24') ---		75.00
Pump-house --(6' x 8') ---		25.00
2 Packing houses --		50.00
		$ 8725 .00

PERSONAL PROPERTY:

Living room table (hard-wood)	$ 35.00
Dining, kitchen, pantry tables	20.00
7 chairs	10.50
Couch & rocking chair	12.00
2 cabinets	25.00
Kitchen stove	75.00
Warm stove	20.00
Electric hot-plates	10.00
Kitchen sink	5.00
Ironing board	2.50
Electric iron	5.00
3 double beds	25.00
3 single beds	15.00
Gas-lantern	10.00
Assorted books	15.00
Carpenter tools	30.00
16 Camp mattresses	32.00
2 sheets masonite (4'x8')	8.00
6 bed mattresses	22.00
Brooder house	75.00
Plow	32.00
Harrow	10.00
Cultivator	18.59
2 Wheelbarrows	10.00
300 ft. 1/2" water pipe	15.00
2 drum-stoves	20.00
Goose-berry Leaf Separator	25.00
2 Iron blocks	20.00
3 chains	10.00
Circular Saw	25.00
3 Cross-cut saws	30.00
3 sacks Lime (agricultural)	3.00
100# GO-West insecticide	7.00
8 rakes	8.00
2 mattocks	3.00
6 picks	6.00
3 sacks fertilizers	7.00
2 axes	3.00
200 bricks	4.00
450. Jam crates 18¢ ea.	81.00
350 Strawberry crates 15¢ ea.	87.50
50 Rhubarb crates	10.00
3 tons timothy hay	45.00
4 bales straw	4.00
Stump-puller	5.00
Horse & Harness	125.00
	$ 1066.09

Electric Pump & water system	$ 350.00
Electric Light contact	230.00
Electric Light fixtures	125.00
1942 crop	2000.00
	$ 2705.00

	$ 8725.00
	1066.09
	2705.00
Gross claim value	$ 12496.09
rec'd through checks) & Custodian charges	1137.99
	11358.10
Am't credited with Custodian	1216.27
VALUE OF CLAIM	$10,141.83

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 106

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Akisaburo SATO

EXHIBIT No 743-1
DATE October 1/48
FILLED BY Carl S. Virtue

2. Registration Number: 14346

3. Present Address: General Delivery, Taber, Alta.

4. Address Prior To Evacuation: 1493 Kennedy Road, New Westminster
R.R. No.1

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)

Lot one (1) Block "B" of the East Sixty (60) acre portion of South East Quarter (¼) Section thirty-one (31) Township two (2) map 4017

(a) Nearest Post Office adjacent to land. R.R. #1 New Westminster B. C.

(b) Number of acres: 15

(c) When purchased: started 1921--final payment in 1927

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

Bushland

No buildings

(e) Purchase Price ..... $ 850.00

6. IMPROVEMENTS:

(a)	Clearing 13½ acres at $200 per acre			$ 2700.00	
(b)	Fencing ~~960~~ 480 --3 barbed wire			$ 100.00	
(c)	Tillage			$	
(d)	Drainage ditches and cedor boxes			$ 700.00	
(e)	Weed Eradication by plowing & cultivating			$ 200.00	
(f)	Planting 5 acres strawberries	375.00		$	
	½ Black currant	100.00			
(g)	¼ Goose berries	50.00		$	
	¼ red currant	50.00			
(h)	3 acres rhubarb	250.00		$ 975.00	
	¼ " vegetable garden	50.00			
	24 fruit trees Total	100.00		$ 4745.00	$ 4745.00
	Carried Forward			$	$ 5595.00

Brought forward $5595.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
House	26 x 38	1931	1250.00	1250.00	2500.00
Rabbit House	20 x 100	1936	350.00	350.00	700.00
Rhubarb Hot House	20 x 60	1937	250.00	200.00	500.00
Rhubarb Hot House	24 x 64	1938	300.00	300.00	600.00
Garage and Woodshed	20 x 28	1939	100.00	100.00	200.00
Brooder House	14 x 14	1932	50.00	50.00	100.00
Bath house & Well house	14 x 30	1934	50.00	50.00	100.00
Barn	26 x 30	1922	250.00	250.00	500.00
Pump house	4 x 8	1940	10.00	10.00	20.00
Packing house	18 x 24	1938	30.00	25.00	55.00
" "	10 x 16				
3 Spring well					250.00
Electric light fixtures (other than in house)					125.00
Electric pump & water system in hot house					350.00
Total Cost of Buildings					6000.00

Total Cost of Land and All Improvements $1595.00

Fair Market Value $8725.00

Sold by Custodian for $1255.00

Loss Claimed on Parcel 1 ..... $7470.00

8. Assessment for 1942:

Land ..... $ 850.00

Improvements .... $ 1500.00

Total ..... $ 2350.00

9. Appraisal or Valuation (by Custodian):

Lands	$ 778.20
Improvements	$ 500.00
Total	$ 1278.20

10. Rental Value per Year: $ 600.00

11. Fire Insurance on Buildings:

(List amount on each building):

on dwelling	$ 1500	Bankers & Traders Insurance Company
	$	
	$	
	$	

12. Documents in Support:

(a) Photographs: two (2) of house--one (1) large and one (1) small

(b) Deeds James William Jolley to Akisabure Sato
Dated January 21, 1927

(c) Agreements to Purchase Certificate of Title # 70334 E

(d) Leases Map of Block B South West ¼ section 31 Township 2

(e) Insurance Policies Bankers & Traders Insurance Company
on dwelling # 32-275 79

(f) Correspondence
Statement of selling price of property from Custodian dated May 8th 1944

(g)
Assessment Notice
Letter from W. E. Carbutt--re value of property

(h)
Letter from Custodian dated February 12, 1948
release to J. Keller

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	$ 7470.00
Parcel 2	$
Parcel 3	$
Parcel 4	$
TOTAL:	$ 7470.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
Parlor extention Table	1931	$ 40.00	$ 35.00	Hard Wood
Dining, kitchen, pantry-tables	1931	30.00	20.00	Buy Material
7 chairs	1931	17.50	10.00	New
Couch & Rocking Chairs	1931	15.00	12.00	Second hand
3 cabinets	1935	30.00	20.00	Made by hand
Kitchen stove	1935	75.00	50.00	New
Warm Stove	1932	25.00	10.00	New
Electric hot plate	1940	12.00	10.00	New
Sink	1941	7.50	5.00	Second hand
3 Double beds	1935	30.00	20.00	Second hand
3 single beds	1935	20.00	10.00	Second hand
Gas lanterns	1936	10.00	5.00	New
Ironing board	1940	5.00	2.00	Carpenter Made
Carpenter tools	1932	35.00	20.00	New and old
16 Camp mattresses	1937	48.00	32.00	New
Masonite 4 x 8 - 2 sheets	1941	8.00	8.00	New
Plow	1938	35.00	30.00	New
Harrow	1938	10.00	7.50	New
Cultivator	1938	18.50	15.00	New
2 Wheel barrows	1938	10.00	5.00	Second hand
300 feet Water pipe	1937	15.00	10.00	New
2 Drum-stoves	1937	20.00	10.00	Order
Gooseberry leaf seperater	1938	35.00	25.00	Carpenter Made
2 Iron blocks	1938	20.00	15.00	New
3 chains	1938	10.00	5.00	New
Circular Saw	1938	25.00	20.00	Second
3 cross-cut saw	1938	30.00	20.00	Some new
3 sacks Lime (agricultural)	1942	3.00	3.00	
3 sacks fertilizers	1942	7.00	7.00	
Horse & harness	1939	150.00	125.00	
3 tons timothy hay	1942	45.00	45.00	
4 bales straw	1942	4.00	4.00	
Stump-puller	1937	7.50	5.00	
200 Bricks	1941	2.00	2.00	
4 Rakes	1935	5.50	3.00	
2 mattocks	1935	4.00	2.00	
5 Picks	1931	6.50	3.00	
2 axes	1937	4.50	3.00	
3 Cord wood	1941	15.00	10.00	
Lumbers	1941	25.00	15.00	
350 Straw crates	1942	87.50	87.50	New
50 Rhubarb crates	1942	10.00	10.00	New
450 Jam Crates	1937	81.00	55.00	Old
1942 crop			2000.00	
		TOTAL	~~$2811.50~~ 2711.00	

(ADD ADDITIONAL PAGE IF NECESSARY)

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

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY

Item:	Year:	Month:	Amount.
1942 Taxes			$ 52.50
Crates			53.00
Dr. Kumagari			12.50
Auction Sale			35.82
1942 Crop			400.00
		Total:	$ 553.82

Total Claim for Personal Property ..... $ 2711.00 ~~2811.50~~

Deduct Payments from Custodian ..... $ 553.82

2157.18

Net Loss on Personal Property ..... $ ~~2257.68~~

I Certify the above to be True and Correct.

Chas. M. Irish
Witness

Akisaburo Sato
Signature of Claimant.



EXHIBIT No. 143-2
DATE October 1/48
FILED BY
G. H. Virtue

Form No. 2—Deed of Land. 4-26 The Clarke & Stuart Co., Limited, Law Printers and Stationers, Vancouver, B. C.

This Indenture,

Made the Twenty-first day of January in the year of our Lord one thousand nine hundred and twenty- seven (1927)

In Pursuance of the "Real Property Conveyance Act"

Between

JAMES WILLIAM JOLLEY, of South Gabriola Island, in the Province of British Columbia, Farmer.

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

(hereinafter called the "Grantor")

AND

AKISABURO SATO, of Strawberry Hill Post Office, in the Province of British Columbia, Labourer.

(hereinafter called the "Grantee"

70334E

Witnesseth, that, in consideration of EIGHT HUNDRED AND FIFTY ($850.00) ----

---

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 Minicipality of Surrey, and the District of New Westminster, in the Province of British Columbia, and more particularly known and described as Lot numbered One (1), of Block lettered "B", in the Subdivision of the East Sixty (E.60) acres of the South East Quarter (SE¼) of Section Thirty-one (31), Township Two (2), West of the Coast Meridian, according to a map or plan deposited in the Land Registry Office of the City of New Westminster, in the Province aforesaid, and numbered 4017.

EXHIBIT No. 743-3
DATE October 1/48
FILED BY

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, rights, 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 } Nora Hencks

Street Address Langford

City or Town B.C.

Occupation of Witness Married

James William Jolley

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the day of 192 , 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 the person mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part , that know the contents thereof, and that executed the same voluntarily, and is of the full age of twenty-one years.

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 twenty-

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, Nora Hencks, of the Village of Langford, 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 James William Jolley the part y thereto, for the purposes named therein.
2. The said instrument was executed at Langford
3. I know the said part y , and that he is 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 Langford
in the Province of British Columbia, this 23rd
day of January , 192 7

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

Nora Hencks

FOR ATTORNEY

I Hereby Certify that, on the day of 192 , 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 twenty-

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

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

Deed of Land

Dated January 21st, 1927

James William Jolley,

—TO—

Akisaburo Sato,

Lot 1,
Block "B",
Sub. of East 60 Acres
SE¼ of Sect. 31,
Tn. 2, WCM,
Map 4017, Ref. Map.

WELCH & WELCH
LIMITED
Real Estate & Insurance
[illegible] Hastings W. Vancouver, B. C.

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

7033c 11/27 LMB

File 3887
Reg. 14346

MUNICIPALITY OF SURREY, B.C.

NOTICE OF ASSESSMENT, 1942 3

NOTE.-ALL LANDS ARE ASSESSED AS "IMPROVED"

DESCRIPTION OF PROPERTY												
LOT	BLOCK	RE SUB-DIVISION	QUARTER	SECTION	TOWN-SHIP	BLK 5 N. RANGE WEST	GROUP 2 DISTRICT LOT	MAP No.	NO. OF ACRES OR LOTS	VALUE PER LOT	VALUE OF IMPROVEMENTS	TOTAL VALUE OF LAND ONLY
1	B		SE	31	2			4017	14.97		1500	850

EXHIBIT No. 743-4
DATE October 1/48
FILED BY A. G. Virtue

Quaternary
Chinsburo, Sato
851

TAKE NOTICE that the above property is assessed as above for the year 1942. Court of Revision will be held at the Municipal Hall, Cloverdale, B.C., on 9th February, 1942, at 10 a.m. Section 234 of the Municipal Act reads as follows:

"234. (1) If any person is of the opinion that an error or omission exists in or upon the assessment roll as prepared by the assessor, in that the name of any person has been wrongfully inserted in or omitted from the roll, or that any land or improvements within the municipality has or have been wrongfully entered upon or omitted from the roll, or that any land or improvements has or have been valued at too high or too low an amount, or that any land has been improperly classified, he may, personally, or by means of a written communication over his signature, or by a solicitor, or by an agent authorized by him in writing to appear on his behalf, come before the Court of Revision and make complaint of such error or omission, and may in general terms state ground of complaint, and the Court shall either confirm the assessment or direct the alteration thereof.

(2) The Municipal Council may, by its clerk, solicitor, or otherwise, make complaint against the said roll or any individual entry therein, and upon ...nd whatever, and the Court of Revision shall deal with the matter of such complaint, and either confirm the assessment or direct the alteration

...ry complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of

... 30th, December, 1941

C.P. SMITH
~~JOHN G. FARMER~~, Assessor.

*

2160
2300
3960
1750
207
4375
5576
3425
864
754
500
1059
136555

163485*
*

4198
150
5200
1350
1250
3900
1620
3000
343
3500
1250
390
500
135
4100
180
1728
325
980
1500
1275
805
24035
21
400
324
162
5850
4750
200
100
813
100
80
1563
2731
30000
175
30000

138983*

SOUTH FRASER FARMERS' UNION

R. R. No. 4

New Westminster, B.C., JUNE 25 1941

M A. SATO

JUNE 25			
15	CRATES B.S. @ 1.44	21	60
JUNE 26			
20	CRATES B.S @ 1.15	23	00
		44	60
	ASS'N CHARGE	1	40
		43	20
	CARTAGE TO VAN.		70
		42	50

20

REDIFORM - PATENTED - WESTERN SALES BOOK CO. LTD., FACTORIES - WINNIPEG & VANCOUVER

SOUTH FRASER FARMER'S UNION

Name R. SATO

Grower's No. H. B. No. 16

Date SEPT. 5 1941

DATE		Receipt No.	COMMODITY	CRATES	LBS.	PRICE	AMOUNT	DATE		CHARGES	AMOUNT	BALANCE
JUNE	25	5698	B.S. LOCAL	15		1 44	21 60	FEB.	14	STRAWS	41 98	
	26	5711	B.S. LOCAL	20		1 15	23 00	ASS'N		CH'GE ON STRAWS	1 50	
	27	5735	B.S. LOCAL	33		1 20	39 60	MAR.	14	AN. BONE	52 00	✓
JULY	4	7007	B.S. LOCAL	10		1 75	17 50		14	SUPER-PHOS.	13 50	✓
	8	7017	APPLES	3		69	2 07		14	M. POTASH	12 50	✓
									27	AN. BONE	39 00	
			GOOSEBERRIES		875	5	43 75		27	SUPER-PHOS.	16 20	
			BLACK CURRENTS		587	9½	55 76		27	M. POTASH	30 00	
			RED CURRENTS		527	6½	34 25		26	MILORGANITE	3 43	✓
			DISCOUNT ON FERTILIZER		FOR 1.00 PER T.		8 64	APR.	2	TANKAGE	35 00	✓
			CREDIT FOR FERTILIZER PICK UP		15069		7 54		2	M. POTASH	12 50	
			Y. SATO'S MACHINE OPERATING (12½ HR)				5 00		2	3-10-8	3 90	✓
			CR. FOR CRATES PICKED UP AT PIONEER				10 59		4	SUL. AMM.	5 00	✓
									4	SUPER-PHOS	1 35	
									28	4-10-10	41 00	
			60% SO2 BERRIES		27311	5	1365.55		30	HYDRATE LIME	1 80	✓
									30	SULFORON	17 28	✓
									30	DERRIS DUST	3 25	✓
								JUNE	1	STRAWS	9 80	
									9	GO-WEST	15 00	

EXHIBIT No. 743-5
DATE October 1/48
FILED BY A. J. Virtue

SOUTH FRASER FARMER'S UNION

Name D. SATO

Grower's No. H. B. No. 16

Date SEPT. 5 1941

DATE	Receipt No.	COMMODITY	CRATES	LBS.	PRICE	AMOUNT
						1634 85

DATE	CHARGES	AMOUNT	BALANCE
JUNE 18	NITRATE SODA	12 75	
23	STRAW CRATES	8 05	
1045	STRAW CRATES	240 35	
	STRAW COVERS	21	
FEB. 21	LIME SULPHUR	4 00	
	ASS'N CH'GE ON LOCAL	3 24	
	CARTAGE ON LOCAL	1 62	
SEPT 6	2-16-6	58 50	
HAULED BY K.M.	TANKAGE	47 50	
	ASS'N CH'GE ON CAN. COMM.	2 00	
	MEMBERSHIP FEE	1 00	
	MACHINE OPERATING	8 13	
	DRY PASTE FLOUR	1 00	
	WESTMINSTER HARDWARE A/C	80	
	MACHINE OPERATED BY Y. SATO	15 63	
	ASS'N CH'GE ON SOY	27 31	
MAY 5	ADVANCE	300 00	
	INTEREST ON ABOVE	1 75	
JULY 25	ADVANCE	300 00	
		1389 83	
	BALANCE		$245.02

*

140
416
676
462
1054
1140
628
2235
668
442
84
2084
1831
2121
918
2180
310
1321
1206
2120
1184
1977
1182
1626
1475
1203
1941
1536
1898
1208
2222
1104
513
1418
1563
492
790
150

45518*

*

SOUTH FRASER FARMER'S UNION

ACCOUNT FOR THE SEASON 1941

Grower's No. H.B No. 16 Grower's Name R. Sato

Truck Driver Sato

Receipt Number	Date Received		Gooseberry	British Sovereign CANNING	British Sovereign JAM	KAWANO	MARSHALL	Canning Raspberry	Jam Raspberry	Black Current	Red Current	Logan Berry
3621	June 4				140	✓						
3304	5		875			✓						
3730	6				416	✓						
3780	7				676	✓						
4029	8				462	✓						
4184	11				1054	✓						
5102	13				1140	✓						
5105	13				628	✓						
5187	14				2235	✓						
3995	12				668	✓						
5225	15				442	✓						
5276	16				84	✓						
5328	17				2084	✓						
5381	18				1831	✓						
5445	19				2121	✓						
5452	19				918	✓						
5492	20				2180	✓						
5515	20				310	✓						
5592	21				1321	✓						
6050	22				1206							
6075	23				2120	✓ ~~2124~~						
6088	23				1184	✓						
6124	24				1977	✓						
6143	24				1182	✓						
6169	~~25~~				1626	✓						
6205	26				1475	~~1445~~						
6222	26				1203	✓						
3953	27				1941	✓						
6290	29				1536	✓						
6325	30				1898	✓						
6364	30				1208	✓						
6368	July 2				2222	✓						
6604	3				1104	✓						
5971	3					✓				216		

SOUTH FRASER FARMER'S UNION

ACCOUNT FOR THE SEASON 1941

Grower's No. H.B. No 16

Grower's Name R. SATO

Truck Driver SATO

Receipt Number	Date Received		Gooseberry	British Sovereign CANNING	British Sovereign JAM	KAWANO	MARSHALL	Canning Raspberry	Jam Raspberry	Black Current	Red Current	Logan Berry		
5999	July 4					✓				371				
6636	4				513	✓								
6676	5				1418	✓								
6692	6				1563	✓								
6707	8				1492	✓								
6868	8				492	✓					82			
6726	9				790	✓								
6749	10				150	✓								
7220	15					✓					374			
7236	16					✓					71			
					45518					587	527			

LICENSED UNDER THE BRITISH COLUMBIA INSURANCE ACT

Bankers & Traders
Insurance Company
(LIMITED)
of Sydney, Australia

EXHIBIT No. 743-6
DATE October 1/48
FILED BY O.G. Virtue

Policy Number 32 — 27579

Amount $ 2000.00 Rate $1.60 Premium $ 32.00

In Consideration of the Stipulations herein named

and of -----THIRTY-TWO----- Dollars premium to be paid by the Assured, does Insure ------AKISABURO SATO-----

for the term of THIRTY-SIX months from the 14th day of AUGUST 1941 at noon to the 14th day of AUGUST 1944 at noon against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding -----TWO THOUSAND----- Dollars, to the following described property while located and contained as described herein, and not elsewhere, to wit:

DWELLING, OUTBUILDINGS, AND/OR CONTENTS

1. $ 1500.00 On the building only of the story building of frame construction roofed with shingles and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, only while occupied as a **Private Dwelling,** situate and being No.1493 DAVIS ROAD,on part of Lot # 8, Subd. of N.W.1/4 of Section 29, Township 2,on the south side of DAVIS ROAD (formerly Kennedy Rd.) near the corner of SANDELL ROAD,in the Municipality of SURREY, B.C. (R.R.# 1, NEW WESTMINSTER)
Storm doors and windows, door and window screens, and shutters belonging thereto are also held covered while contained in the above-described building or on the premises.

2. $ 500.00 On household furniture, furnishings, musical instruments, personal effects, equipment, and supplies, the property of the Assured, or any member of the Assured's family, only while contained in the above described building.
Not exceeding ten per cent. of the amount of this item may, at the option of the Insured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the Insured named in this policy.

3. $ nil On the building only of the story building of construction roofed with and its additions communicating and in contact therewith, only while occupied as and situate

4. $ nil On contents consisting of Live Stock (in case of loss no one horse to be valued at over $ no one head of cattle at over $, no other animal at over $), vehicles (excluding motor vehicles), robes, harness, carriage and stable equipment, hay, grain, feed, garden implements and hose, only while contained in the last above-described building.
(Unless otherwise specified limit per head: horses $150, cattle $60, any other animal, $10).

5. $ XXXXXXXXXXXXX On SUPERIOR CONSTRUCTION ENDORSEMENT:-INASMUCH as the rate of premium payable under this policy is affected and/or modified by the user and/or condition and/or location and/or maintenance of the insured property, it is understood and agreed between the Company and the Assured that as to the dwelling described in this policy:- all chimneys are of brick,natural stone or rock built from the ground.

$ 2000.00

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

Loss, if any, ~~on buildings only,~~ payable to XXXXXXXXXX ASSURED.

subject nevertheless to all the terms and conditions of this policy.
No insurance attaches under any of the above items unless an amount is specified and inserted in the blank immediately preceding the wording of the item.

Limitation of Amount Recoverable on One Article:—Pictures, paintings, sculptures, curiosities, works of art, articles of virtu, to be valued at not exceeding cost in the event of loss.
Other Concurrent Insurance Permitted.
Oil Burning Furnace Permit—Domestic:—In consideration of the rate of premium at which this policy is written, permission is hereby granted, when not in violation of any law, statute or municipal restriction, for the Insured to use in the building described in this policy, One Domestic Oil Burning Furnace, PROVIDED only, that the grade of oil used has a flash point of not lower than 110 degrees Fahrenheit (Closed Cup Test).
Permission is hereby granted the Insured to store on the premises described under Item No. ..... of this Policy two automobiles or other motor vehicles using gasoline for motive power.
Lightning and Electrical Current Clause:—(See Statutory Conditions).

Attached to and forming part of Policy No. 32-27579 of BANKERS & TRADERS INS. CO.LTD. OF SYDNEY AUSTRALIA.

Dated 14th AUGUST 1941.

HOBSON, CHRISTIE & COMPANY LTD. Agent.

Secretary

Form 21—H. C. & Co. Ltd.—5M-McB.C.S.-10-36.

LICENSED UNDER THE BRITISH COLUMBIA INSURANCE ACT

Bankers & Traders
Insurance Company
(LIMITED)
of Sydney, Australia

EXHIBIT No. 743-6
DATE October 1/48
FILLED BY A.G. Vertue

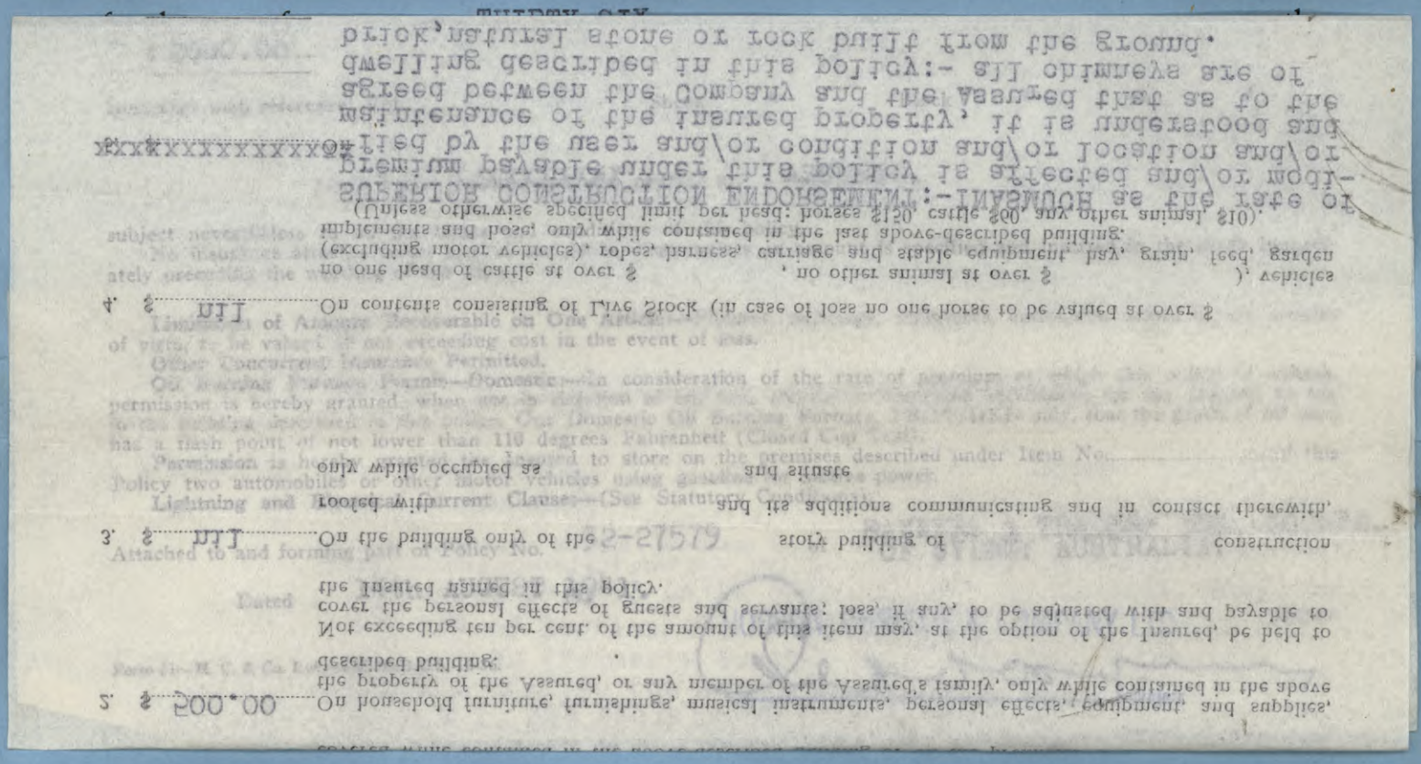
Policy Number
32 — 27579

Amount $ 2000.00 Rate $1.60 Premium $ 32.00

In Consideration of the Stipulations herein named

and of -----THIRTY-TWO----- Dollars premium to be paid by the Assured,

does Insure ------AKISABURO SATO-----



This Policy is made and accepted subject to the conditions printed hereon, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the insured unless so written or attached.

IN WITNESS WHEREOF, the Bankers & Traders Insurance Company (Limited), of Sydney, Australia, has caused these presents to be signed by one of their British Columbia representatives, acting under power of attorney, but this Policy shall not be valid unless countersigned by a duly authorized agent of the Company, in British Columbia.

G. H. L. Hobson

For HOBSON, CHRISTIE & CO., LTD.
British Columbia Representatives.

Countersigned at VANCOUVER, B.C.
the 14th AUGUST 1941.

AGENT.

HOBSON, CHRISTIE & COMPANY LTD.
Secretary

ONTARIO, **MANITOBA**
SASKATCHEWAN, **ALBERTA**
BRITISH COLUMBIA

STATUTORY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insurance on Goods Moved **12.** If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; 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 an appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

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

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

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

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

(c) furnish therewith a statutory declaration declaring:

(i) that the account is just and true;

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

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

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

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

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

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

Form 18—5M—Timms—3-40

TRANSFER OF INTEREST BY ASSURED

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

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

_____ *Assured.*

CONSENT BY THE COMPANY

The 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.

person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person wtihout 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 waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

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

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

Form 18—5M—Timms—3-40

TRANSFER OF INTEREST BY ASSURED

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

For Value Received,_____hereby transfer, assign and set over unto

_____ 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_____

_____Assured.

CONSENT BY THE COMPANY

The 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.*

TRANSFER OF INTEREST BY ASSURED

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

For Value Received,_____hereby transfer, assign and set over unto

_____ 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_____

_____Assured.

CONSENT BY THE COMPANY

The 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 OF INTEREST BY PAYEE

THIS IS TO CERTIFY *that all interest in this Policy has ceased.*

Date,_____ *_____Payee.*

REGISTERED *for this Company.*

Dated,_____ *Agent.*

FORM FOR REMOVAL

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

_____

situate_____

_____

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

Rate increased to_____% Additional Premium $_____

Rate reduced to_____% Return Premium $_____

Dated, VANCOUVER, B.C. *Agent.*
14th AUGUST 1941.

SHEET_____BLOCK_____No._____

HOBSON, CHRISTIE & COMPANY, LIMITED

GENERAL AGENTS

163 WEST HASTINGS STREET, VANCOUVER, B.C.

British Columbia Statutory Policy

Expires 14th AUGUST 1944

Property DWELLING & FURNITURE

Amount - - - - - $ 2000.00

Premium - - - - - $ 32.00

Assured AKISABURO SATO

Policy Number

32 — 27579

Bankers & Traders
Insurance Company
(LIMITED)
OF SYDNEY, AUSTRALIA

MARINE 4724

PHONE ~~SEY. 2537~~

INSURANCE

Y. UCHIDA & CO.

813

~~811~~ DOMINION BLDG.,

VANCOUVER, B. C.

Y. UCHIDA & CO.

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.

Bankers & Traders
Insurance Company
(LIMITED)
OF SYDNEY, AUSTRALIA

Head Office:
52 Pitt Street,
Sydney, Australia

Directors:

GEORGE WRIGHT, Chairman

JAMES BURNS ALEXANDER MCVERNON

The Hon.
SIR ARCHIBALD HOWIE, K.B., M.L.C.

General Manager:
A. S. LLEWELYN

If this Policy is cancelled the following receipt is to be filled up and signed by the Insured and Payee (if any).

19.....

In Consideration of.....*Dollars*

Return Premium, the Receipt of which is hereby acknowledged, this Policy is cancelled and surrendered.

.....*Assured.*

The above cancellation and surrender is hereby agreed and consented to.

.....*Payee.*

G. H. L. HOBSON.
CHAIRMAN OF THE BOARD

C. D J. CHRISTIE,
PRESIDENT & TREASURER

FRANCIS M. HANN,
VICE-PRESIDENT

C. G. HOBSON,
SECRETARY

HOBSON, CHRISTIE & CO. LTD.

ESTABLISHED 1898

INSURANCE

SUITE 38 FLACK BLOCK, 163 HASTINGS ST. WEST

VANCOUVER, B. C., AUGUST 14, 1941.

IN ACCOUNT WITH

Messrs. Y. UCHIDA & CO.

Vancouver, B.C.

TELEPHONE SEYMOUR 4868
4869

F-35A-10M-7-40 L.B.

		POLICY NO.	NAME OF ASSURED	AMOUNT	TERM	PREMIUM	
AUG.	14	32-27579	AKISABURO SATO	$2,000.00	3YRS.	$32. 00	
						—	
		SEND THE BILL IN TO BE RECEIPTED WHEN PAYING					

BC-565-P
BC-1369-A

BC/565-P
BC/1369-A

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

Farm Appraisal Report

File No. JL-482

Land Description Lot 1, Block B of east 60 ac. portion of S.E.¼ Sec. 31, Tp. 2, Map 4017.
1493 Kennedy Road.

Containing 14.97 Acres

Owner's Name Akisabura SATO Post Office Address R.R.1, New Westminster.

Nearest Rail Point Kennedy, B.C.E.R. Distance 1½ miles

Market Town New Westminster, B.C. Distance 6 miles

Church (give denomination) Newton - Presbyterian Distance 3 "

Nearest School Queen Elizabeth and Simon Cunningham Distance 1½ "

State how property was identified: By map and roads.

EXHIBIT No. 743-7
DATE October 1/48
FILED BY Grakise

Roads: State whether property has access to main road, the kind of road and its condition.
At 1493 Kennedy Road - gravel, good - one mile from highway.

Is this district a good one? Not a good farming district, but there are some good small farms in vicinity.

Employment opportunity Seasonal on farms. Industries located along Fraser River about 6 miles distant.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Some barbed wire on west side-poor. Value $

Water supply: From well, electric pump and pressure tank. Value $

BUILDINGS ON FARM

3887

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	7 24 28 x 28 10 x 28	Frame	9'	Shgl.	20 yrs.	Cedar posts	Poor	500.00
Chicken house	8 x 28 14 x 16	Frame	7'	Shgl.	"	"	"	no value
Chicken house	20 x 100	"	7'	"	"	"	"	100.00
BARN Rhubarb house	8 x 12 6 x 12 24 x 60	"	8'	Shake	"	on ground	Poor	100.00
~~GRANARY~~ Garage & woodshed	x 20x28	"	10'	"	"	"	"	25.00
Rhubarb house	20 x 60	"	8'	"	5 yrs.	"	Good	200.00
Old house- - -	-(14 x 20	"	7'	Shgl.	25 "	Posts	Poor	no value
Packing shed	-(10 x 20 --14 24	Posts & shakes	7	Shake	20 "	"	Poor	no value

Electricity in buildings.

Total present day value $ 925.00

Total Value Buildings add to farm $ 500.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? Habitable, but unfinished and roof leaks.

Essential repairs approximately - - - $ 300.00

Describe the basement and chimneys: No basement. Brick from ground & 1 on bracket.

No. rooms downstairs? 5 Upstairs? 2 How finished Unfinished, part boarded.

Are buildings painted? Old paint Condition of paint Poor.

Distance from nearst bush 50 yards.

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
11.97	Level.	Sandy loam 8"-24"	Sand and some hard-pan	Strawberries, etc. Poor	60.00	718.20

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

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

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

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
3.	Level and undulating	Sandy loam 8"-20"	Sand and some hard-pan	Clearing of second growth and stumps.	75.00	20.00	60.00

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 $ 778.20

Total added by buildings to value of farm $ 500.00

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

Total value of farm $ 1278.20

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm in very poor shape, rented late and very weedy. Soil is quite good if cleared up and cover cropped and manured. Crops poor, humus required. Rented from Custodian by J. Keller for $600., $300. paid in cash, balance to come out of crop.

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

Small fruits, poultry.

Noxious weeds:

Very weedy, thistles, etc.

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

Taxes - $52.50

Surrey Municipality.

Date: July 7th, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 6th day of July 1942.

Inspector's Signature

"R. W. BROWN"

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

JL-482 - A. SATO

Farm Appraisal Report

Remarks: Property is located at 1493 Kennedy Road, near the intersection of Kennedy and Sandell roads, about 1 mile from the highway. The soil on this lot is fairly good but has not been kept built up and lacks humus and is rundown. It was not rented this year until on in May, with the result that it has not been properly farmed this year and is very weedy. The strawberries must be old as they are poor. It has a very neglected appearance. Land to be cleared has a light second growth with some stumps. The house is in poor shape and would require considerable improvements to be lived in during the winter. The one rhubarb forcing house is in good shape but the balance of buildings are poor and of little value. There is a little barbed wire fencing on the west lot, it is in poor shape. Water is obtained from a well by electric pump and pressure tank and apparently the well does not go dry readily. There is electric light in the buildings. Soil is quite good if built up but property in poor shape.

(FOR ORCHARD LANDS ONLY)

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

Some fruit trees on property but of no commercial value.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

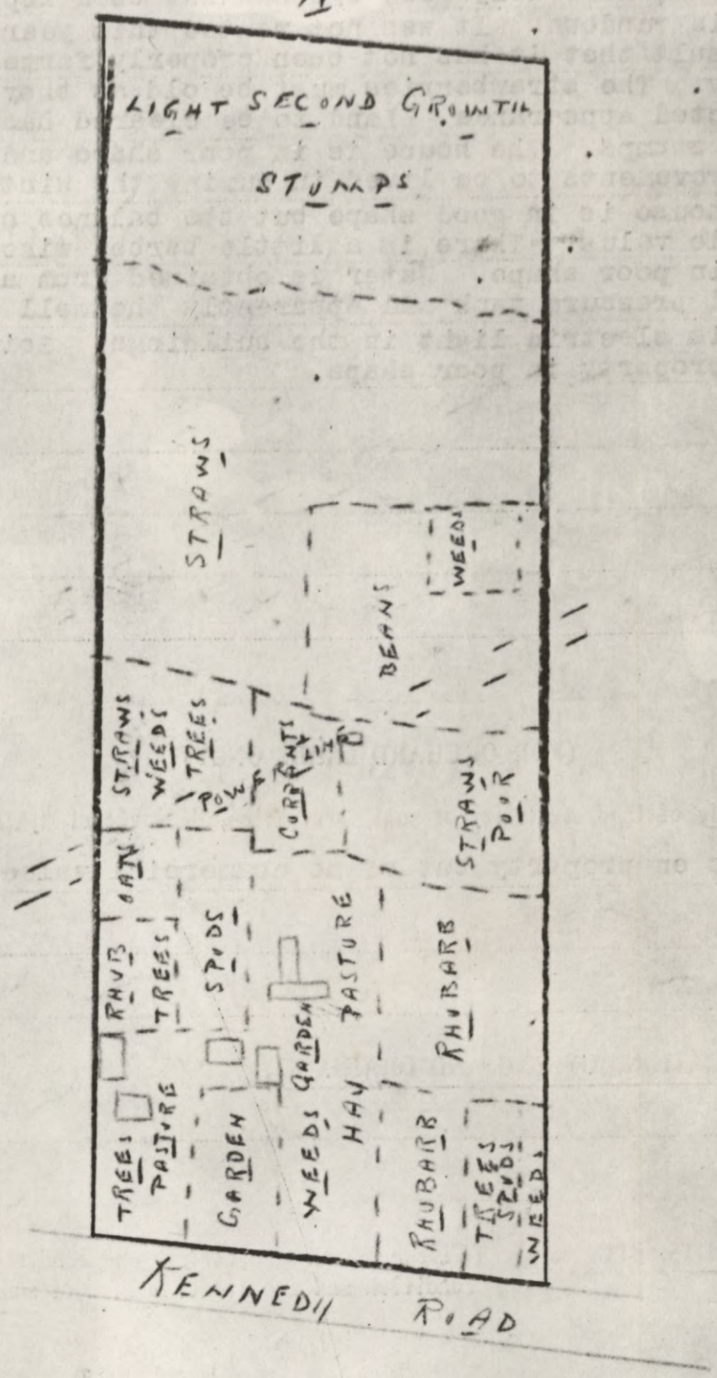
ORCHARDS, SMALL FRUIITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

	Present Value
Approximate acreage in small fruits -	$
5.15 acs. straws, poor	$
.3 " currants,	$
.9 " rhubarb, very poor.	$
Also 1.3 ac. beans very backward and 4.32 ac. in vege-	$
tables, such as corn, spuds, and balance in hay	$
pasture, weeds and building sites.	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property

SCALE 3CM-1"



Lot 1 Block B, of east 65 AC. portion of SE¼ Sec 31
Tp 2, Map 4017 - 14.97 AC -

R W BROWN

Following careful review of this appraisal report, it is my opinion that the present value is $ 1300.00

Date 13th July 1942.

"I. T. BARNET"
District Superintendent.

REAL PROPERTY SUMMARY

743 - 8 File 3887

EXHIBIT No. Oct.1/48 V.L.A. B.C.565-P

DATE

FILED BY G.E.A.Rice

JAPANESE NAME: Akisaburo SATO -- Reg. No. 14346.

CATALOGUE NO: Part of The Director The Veterans' Land Act first offer.

PROPERTY ADDRESS: 1493 Kennedy Road, New Westminster, B. C.

LEGAL DESCRIPTION: Lot 1 Block "B" of the East 60 acre portion of South East quarter of Section 31 Township 2 Map 4017 Municipality of Surrey in the District of New Westminster.

TITLE: In the name of Akisaburo SATO.

ENCUMBRANCE: Subject to Easement for Pole line to the B. C. Electric Railway Co., as to 1.72 acres, assigned to Western Power Co., and also subject to Mortgage of Easement to the Montreal Trust Co.

Vesting 25096 - 10th December 1942.

ASSESSED VALUE: 1942 - 14.97 acres.
Land $850.00
Improvements $1500.00 Total $2350.00 Taxes $52.50.

CLASSIFICATION: Berry and fruit farm. There is no inspection report on file. Mr. Sato in his declaration reported that there was under cultivation 5 acres in strawberries, ½ acre black currants, 1 acre red currants, 3 acres rhubarb, 30 apple trees, 4 cherry trees, 9 plum trees and 5 pear trees with 2 storey 8 room house 2 chicken houses, barn, woodshed, garage and 2 hot houses.

HISTORY OF ADMINISTRATION: The property was rented on the 11th May 1942 to the 31st December 1942 to John KELLER for $600.00, $250.00 paid in cash and the balance to be paid from proceeds of crop. Lease included certain farm implements and some chattels. The tenant paid subsequently $150.00 on the rental and requested that the rent for that season be reduced to the amount of the $400.00 paid. This reduction was consented to by Mr. Sato on the 19th January 1943. The lease was extended by the Secretary of State on the 11th December 1943 as from the 1st January 1943 to the end of the year with provision for storage of chattels and use by the tenant of some farm implements at a rental of $144.00. Mr. Sato was not satisfied with the amount of this rental in view of the reduction he made in the previous year but finally agreed to it. Lease was transferred to The Director The Veterans' Land Act on the 2nd August 1943 and the $144.00 rental was credited as accrued rental to the Director The Veterans' Land Act.

SOLD: To The Director The Veterans' Land Act for $1255.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Akisaburo SATO, sale price $1255.00 plus rental $400.00 plus insurance refund $12.94, total $1667.94; less taxes $52.50, Certificate of Encumbrance $1.00, registration fee $3.00 legal fee $15.00, total $71.50. Net amount released $1596.44.

TITLE: Included in C. of T. 169011-E and payment of consideration included in cheque to the Custodian dated March 7th, 1944.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED April 25th, 1946.

"Ian Macpherson"

IM:ML

HOWARD SMITH
GENOA BOND

File No. 3887 REAL PROPERTY SUMMARY FOR CLAIM May 19th, 1948.

CLAIMANT: (Mr.) Akisaburo SATO Reg. No. 14346.

PROP. SUBJECT OF CLAIM: 1493 Kennedy Road, New Westminster, B.C. (V.L.A.)
being
Lot 1, Blk. "B" of the E. 60 ac. portion of S.E. $\frac{1}{4}$ of Sec. 31, Tp. 2, Map 4017, Mun. of Surrey, D.N.W.

CLAIM: Estimated fair market value as per claim:

Land	$850.00
Cost of clearing	2700.00
Buildings	5250.00
	$8800.00

(Actual Gross Selling Price $1255.00)
(Net proceeds of sale 1264.94)

REFERENCES	HISTORY
JP	Declared April 15/42.
RP. 1	C of E dated December 9th, 1942, notes vesting in the Custodian.
RP. 2	Assessed Value (1943) Land $850.00 Improvements 1500.00
RP. 3	Valuation - V.L.A., $1,278.20, July 6th, 1942.
RP. 4	Akisaburo SATO advised of sale of property, May 9/44, $1255.00, provided with Statement of Sale and Statement of Account.

Statement of Account to date.

/js

"J.Spratt"

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

Nov.8/48 [signature]

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 3887 EXHIBIT

NAME SATO, Akisaburo (Mr.)

REG. No. 14346.

DATE
DECLARATION Apr.15/42.
EVACUATION Apr.20/42.

INVENTORY
TAKEN BY
DATE

DETAILS OF CLAIM			SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.
Household furnishings for 8 room house including - 2 bureaus and bed, chinaware (two sets) stove,(kitchen range & heater stove) will be left in declarant's house at 1493 Kennedy Rd., Surrey,B.C.	Living room table (hard-wood)	35.00 *			
	Dining, kitchen, pantry tables	20.00	6.00		
	7 chairs	10.50	.50		
	Couch & rocking chair	12.00			
	2 cabinets	25.00			
	Kitchen stove	75.00			
	Warm stove	20.00 *			
	Electric hot-plates	10.00			
	Kitchen sink	5.00			
Complete water system with pipes, etc.	Ironing board	2.50			
	Electric iron	5.00			
	3 double beds	25.00			
Farm implements including plough, cultivator and harrow circular saw 300' ½" water hose gooseberry leaf separator fertilizer 450 jam crates 350 strawberry crates tools will all be left in shed.	3 single beds	15.00			
	Gas-lantern	10.00	3.00		
	Assorted books	15.00	3.00		
	Carpenter tools	30.00			
	16 Camp mattresses	32.00			
	2 sheets masonite (4'x8')	8.00			
	6 bed mattresses	22.00			
	Brooder house	75.00			
	Plow	32.00 *			
	Harrow	10.00			
	Cultivator	18.59 *			
	2 Wheelbarrows	10.00	1.25		
Reported in letter July 5/43:	300 ft. 1/2" water pipe	15.00			
Main floor:	2 drum-stoves	20.00			
2 Congoleum Rugs	Goose-berry Leaf Separator	25.00			
1 Cabinet Gramophone	2 Iron blocks	20.00			
1 Bu-tsu-dan	3 chains	10. 00			
1 new bed(dark brown complete with bedstead,spring&mattress).	Circular Saw	25.00			
Upstairs - W.side wall compartment:	3 Cross-cut saws	30.00			
1 set of new dinner dishes in box and other boxes of dishes	3 sacks Lime (agricultural)	3.00		1.00	
Pyrex ware and glassware.	100# GO-West insecticide	7.00	7.50		
1 cloth basket cont. cushions (complete)	8 rakes	8.00			
	2 mattocks	3.00			
1 box cont. women's hats	6 picks	6.00			
1 knitting machine	3 sacks fertilizers	7.00			
1 drafting set for dressmaking.	2 axes	3.00			
Japanese Kimonos	200 bricks	4.00			
Carpenter tools	450 Jam crates 18¢ ea.	81.00			
Gramophone records	350 Strawberry crates 15¢ ea.	87.50		45.00	
2 electric hot plates and any other things pertaining to electrical ware as extensions, two-way sockets etc.	50 Rhubarb crates	10.00		7.50	
	3 tons timothy hay	45.00			
	4 bales straw	4.00			
	Stump-puller	5.00			
	Horse & Harness	125.00			
1 Su-ri-bachi	Electric Pump & water system	350.00			350.00
Framed pictures also portraits & group pictures.	Electric Light contact	230.00			
	Electric Light fixtures	125.00			125.00
Front room upstairs - E. side:	1942 crop	2000.00 *		10.00	
rice in 6 gal. crockery & other tin containers.		3771.09	21.25	63.50	475.00
Somewhere upstairs:					
Coal-oil burning, massaging machine.					
Reported in letter June 11/45:	Additional Sales:				
3 pc. Chesterfield suite(color-wine)	Kitchenware (K)		4.60		
1 elec. washing machine (" -white)	Clothing (C)		4.40		
1 Singer sewing machine	Miscellaneous (M)		6.55		
1 mantle clock					
1 com. bedroom suite(bedstead,spring, mattress, vanity with mirror, chiffonier, vanity bench).					
In drawers of chiffonier:- 1 case of silver ware set					
1 set of carving tools					
1 pair of satin slippers					
1 white satin lace wedding gown, slip and veil.					

3887

14346.

EXHIBIT No. _____

CASE No. _____

VENUE LETHBRIDGE

ALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	Shipped	REMARKS
					12.00			
				12.50	12.50			
					75.00			
		5.00					5.00	
			5.00					Possibly a fixture.
		2.50						
		5.00						
				8.33	8.33		8.34	
				15.00				
							X	
		30.00						
				32.00				
			8.00					
				(5)			(1)	
			75.00					
					10.00			
					(1)			
			15.00					
			20.00					
		25.00						
			20.00					
			10.00					
					25.00			
			10.00					
					25.00			
					30.00			
1.00								
		8.00						
		3.00						
		6.00						
				7.00				
		3.00						
			4.00					
					81.00			
45.00								
7.50								
			45.00					
			4.00					
		5.00						
					(Harness)			Horse died Dec.15/42.
	350.00							Fixture
	125.00							See letters May 12th & 16th/42. Fixtures
10.00								Prop. was leased for $400.00, see letter Jan.2/43.
63.50	475.00	92.50	206.00	74.83	253.83		13.34	

EXHIBIT No. 743-9
DATE October 1/48
FILED BY Gradie

J. Sproat

NAME: SATO, Akisaburo (Mr.)

File No. 3887
Reg. No. 14346.

Continuation of personal property as reported in letter June 11/45:

1 turquoise blue evening gown (sheer) and slip.
1 sweetpea mauve evening gown, marquisette and lace (sheer), and slip.
In the drawers of the vanity there are smaller articles.

FORM "JP" FILE No. 3887

Surrey

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

743 - 10
EXHIBIT No.
October 1/48
DATE
FILED BY G.E.A.Rice

NAME: SATO Akisaburo

HOME ADDRESS: 1493 Kennedy Rd., New Westminster, B.C.

REGISTRATION NUMBER 14346 SEX: Male AGE: 57

OCCUPATION: Farmer

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

EMPLOYER: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: (deceased)

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: Yoshio (m), Chiyiko (F), Kazuo (M)

ADDRESS OF CHILDREN: 1493 Kennedy Rd., New Westminster, B.C.

AGE OF CHILDREN: 23, 17, 14.

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

1. LOCATION AND DESCRIPTION: Lot 1 Block B. of the east 60 acre. Section 31, Township 2, Map 4017, S.E. quarter - 15 acres.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2 storey 8 room house, 2 chicken houses, barn, woodshed garage, pumphouse, well and bath garage. 2 rhubarb and hot houses.

3. INSURANCE (Give particulars; state where policies are) Bankers and Traders Ins. Co., for $2,000.00 house and furniture. 1944. policy paid to.

4. TAXES (Amount and where payable) $52.50 paid to the municpal of Cloverdale, B.C.

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

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner.

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

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

9. IF FARM LAND STATE CROPS SOWN strawberries 5 acres, black currants ½ acre, red currants, 1 acre, 3 acres of rhubarb, 30 apple trees, 4 cherries, 9 plum trees, 5 pear trees.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None

2. LANDLORD'S NAME AND ADDRESS: None

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: None

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Household furnishings for 8 room house including - 2 bureaus and bed, chinaware (two sets), stove, (kitchen range and heater stove,) will be left in declarant's house at 1493 Kennedy Rd., Surrey, B.C. Complete water system with pipes. etc. Farm implements including - plough, cultivator and harrow, circular saw, 300' ½" water hose,-goosbery leaf separator, fertilizer, 450 jam crates, 350 strawberry crates, tools will all be left in shed.
Further details see back page.

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

1 horse. 2 cats.

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

FORM "JP

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: Bankers and Traders Fire Ins. for $2,000.00 - Insurance on furniture - $500.00 Policy in owner's possession. Policy No. 32-27579.

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) $100.00 Victory Bond - 1942 in owner's possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Confederation Life Ins. Co., for $1,000.00 Beneficiary son - Yoshio Sato, Policy No. 381,915 - $50.70 annual premium, Policy in owner's possession. Mutual Life-Son's policy - No.558128.

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: $350.00 borrowed on life insurance policy - Confederation Life - Policy No. 381,915.

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 15th day of April 1942

(Signature) Akisaburo Sato

F.T. Williams
Witness

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

Nov.9/48

Remarks - Under contract to B.C. Electric - Mr. Akisabura, Sato, Kennedy Rd., Surrey, B.C. Work order No. 2475 B/. Indemnity Bond No. 510461.

EXHIBIT No. October 1/48
DATE
FILED BY G.E.A.Rice

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Box 402, Taber, Alberta.

Date November, 1st, 1943.

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

I, Akisaburo Sato, Police Registration No. 14346

hereby request you to release to the under-noted property stored at The articles are stored upstairs in the west wall compartment.

in possession of Mr. J. Keller -- the lessee of our farm.

and I release you from any claim whatsoever with respect to such property.

Description of Property:
Dinner sets, platters, dishes, bowls, all chinawares / all pyrex-wares & glass-wares / "Suri-bachi"(an earthenware container corrogated on the inside) / Clothes-basket filled with cushions / boxful of woman's hats / (Japanese kimonos) / knitting machine / drafting-set for dress-making / pictures of people (framed, protraits, etc.) / Japanese phonograph records / all carpenter tools / 2 electric hot-plate / electric light extensions / all mechanical tools / books & magazines in Japanese language / (glass-ware does not include sealers)

Original Address 1493 Kennedy Rd. R.R.#1, New Westminster, B.C.

Date Evacuated to Vancouver ----------

Date Evacuated to Present Address April 22nd, 1942

Number in Family - 12 years and over 4

Number in Family - 5 to 11 years old ----------

Number in Family - under 5 ----------

TOTAL NUMBER IN FAMILY 4

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

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: _____

"A. Sato"
Claimant Signs Here

"No - extention cords
tools
1 only hot plate (single)
Will be picked up on Tuesday May 9/44."
"R.M.Anderson"

G-165A

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Box 402, Taber, Alberta. Date November 1st, 1943.

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

I, Akisaburo Sato, Police Registration No. 14346

hereby request you to release to me the under-noted property stored at on the main floor of the house in possession of Mr. J. Keller -- the lessee of our farm and I release you from any claim whatsoever with respect to such property.

Description of Property:

2 Congoleum Rugs (which were in the two front rooms)

1 Bed - color-brown (complete with spring & mattress)

1 Bu-tsu-dan (a cabinet like fixture representing a shrine used for religious purposes)

Original Address 1493 Kennedy Rd., R.R.#1, New Westminster, B.C.

Date Evacuated to Vancouver ----------

Date Evacuated to Present Address April 22nd, 1942.

Number in Family - 12 years and over 4

Number in Family - 5 to 11 years old -------

Number in Family - under 5 -------

TOTAL NUMBER IN FAMILY 4

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

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: _____ "A. Sato"
Claimant Signs Here

"Only 1 fit for shipment
1 bed complete ✓
Shrine" ✓

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

Nov. 9/48 M. Urquhart

EXHIBIT No. 743 - 12

DATE October 1/48

FILED BY G.E.A. Rice

File Number 3887
Registration No. 14346

c/o Mr. J.H. Bridge
P.O. Box 48
Magrath, Alberta
December 6, 1942.

Mr. R. A. Richardson
The Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir,

Received your letter of the 2nd instant and also the enclosed cheque of $150.00. I wish to know why you didn't send us the whole amount of Rental Money on my farm totalling $600.00 (promised to us by Mr. Keller for the year of 1942.) Please mail us the remaining $450.00 as soon as possible. ("$400. only received from Kellar")

About the crates --- Mr. Keller moved into my farm two or three weeks following my leave. After my departure my nephew, T. Fukushima took charge of my farm and informed them of the crates but did not set the price for them as it was not his own. I believe there are approximately 350 strawberry crates (about 30¢ each) and 50 rhubarb crates (about 15¢ each). Undoubtedly Mr. Keller has used them up by now. Will you kindly ask him exactly how many there were? (225 see "Inventory")

I would greatly appreciate it if you will send us the correct amount of money received from Mr. Keller for the crates and the balance of Rental Payment on my farm.

Thank you.

Yours truly,

"A. Sato"

"* Horse died 15/12/42
Kellar did not buy or use any crates. They are still on property."

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

Nov.8/48

M. Wanstall

743 - 13

EXHIBIT No. October 1/48

DATE

FILED BY G.E.A.Rice

M. Marosevich
Box 402
Taber, Alta.
July 5, 1943.

Office of the Custodian
506 Royal Bank Bldg.
Vancouver, B.C.

Dear sir:-

Kindly oblige me by sending me the following articles listed below, found in my home, on 1493, Kennedy Rd., R.R. # 1, New Westminster, to the above address at your earliest convenience.

The following articles listed below, were left on the main floor, when I left, but may have been moved by the tenants.

1. 2 Congoleum Rugs (found in two front rooms)

2. 1 Cabinet Gramaphone

3. 1 (known in Japanese as a Bu-tsu-dan) a cabinet like affair with a immitation shrine built in the inside. A thing pertaining to religion.

4. 1 New Bed (color - dark brown) complete with bedstead, spring & mattress.

The following articles listed below, are upstairs in the west-side wall compartment where we had packed all belongings.

1. 1 set of new dinner dishes in box and all other boxes of dishes.
2. All pyrex wares and also all glass wares.
3. 1 cloth basket containing cushions (complete)
4. 1 box containing women's hats.
5. 1 Knitting machines.
6. 1 Drafting set for dress making.
7. Japanese Kimonos.
8. All carpenter tools.
9. Gramaphone records (all Japanese records and few of the good English ones worth sending).
10. Two electric hot-plates and any other things pertaining to electrical ware as extensions, two-way sockets, etc.
11. 1 (known in Japanese as Su-ri-bachi) a earthenware container with a corrogated inside, a cone shaped container.
12. Framed pictures of my father and mother and any others and also protraits & group pictures that you may come across.

It there are any other articles which may be considered of value to us and worth sending, please do so.

In the front room, upstairs in the east-side wall compartment there are some rice in a 6 gal. crokery and other tin containers, so would like to have it send sent, container and all, especially the crock.

The dishes are not packed sufficiently ~~for~~ so please repack it better, for freight handling.

Somewhere upstair, there is a coal-oil burning, massaging machine, which I would like to have.

Please take note of our new address c/o M. MAROSEVICH - BOX 402 - TABER, ALTA. Former address was c/o J.H. BRIDGE - BOX 48 - MAGRATH, ALTA.

Thanking you,

I remain,

Yours very truly,

"A. Sato"

Reg. No. 14346

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

Nov.9/48

M Danstaer

6/4.

743 - 14

EXHIBIT No.

DATE October 1/48

FILED BY G.E.A.Rice

c/o John F. Sekura
Box 62,
TABER, Alberta.
June 11, 1945

The Offices of the Custodian,
Royal Bank Building,
Vancouver, B.C.

Dear sir:

As advised by Mrs. W.E. Carbutt, I am writing to you in connection with my furniture left under the care of Mrs. M. Miller in the summer home of Inspector S.F.M. Moodie, located on the south-east corner of Kennedy and Sandell roads, in Surrey.

I have written several times to Inspector Moodie but have received no reply and have asked Mrs. Carbutt to look into it and after considerable action on her part with no results, she has evidently contacted you, thus my letter to you.

The furnitures left at Mr. Moodie's home were as follows:

(1) 3 piece chesterfield suite (color - wine)
(2) 1 electric washing machine (color - white)
(3) 1 Singer sewing machine
(4) 1 mantle clock (color - dark brown)
(5) 1 complete bedroom suite (bedstead, spring, mattress, vanity with mirror, chiffoneur, vanity bench)

In the drawers of the chiffoneur are the following articles:

1 case of silver ware set
1 set of carving tools
1 pair of satin slippers
1 white satin lace wedding gown, slip and veil.
1 turquoise blue evening gown (sheer) and slip.
1 sweetpea mauve evening gown, marquisette and lace (sheer), and slip.

In the drawers of the vanity there are smaller articles. Please send everything intact.

I would greatly appreciate it if you could look into this at your earliest convenience and have the furnitures sent to me addressed as above to the Taber depot.

Thanking you, I remain,

Yours very truly,

"A. Sato"

Akisaburo Sato.

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

Nov.9/48 m adamstaee

743 - 15

EXHIBIT No. October 1/48

DATE

FILED BY G.E.A.RICE

CHATTELS BELONGING TO SATO, A.

Reg. No. 14346

Kennedy Rd. Surrey, B. C.

" I have today examined the undermentioned articles and consider them valueless and should be abandoned. "

3 Bags of fertilizer. (too old.)

18 H.M. Straw mattresses.

4 Old Beds, 1 Spring.

1 Glass cabinet. (Cannot be removed from the upstairs, seems to ~~been~~ have been built in the room.)

1 Large Quilt (Rotten)

Signed. "R.M. Anderson"

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

Nov.9/48 mulanstaes

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 3887

NAME: SATO, Akisaburo

DATE ADVERTISED: - -
(or other information)

APPRAISER'S NAME: - -

VALUATION: - -

EXHIBIT No. 743-16
DATE October 1/48
FILED BY A. M. Virtue

PURCHASE PRICE: $10.00

COMMITTEE'S APPROVAL: - -

PURCHASER'S FULL NAME: C. Byle,

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

OCCUPATION: Farmer

BILL OF SALE REQUIRED: YES NO
(state if purchase price already paid or arrangements made) Paid in full

ENCUMBRANCES, IF ANY: Nil

LIST OF CHATTELS SOLD:
Table
Dresser
Hose
Cultivator
Plow
Box Heater

$10.00

These effects were left on the property when SATO'S other goods were recovered. C. Byle, the V. L. A. Tenant offered to purchase them and was accepted.

HONOURABLE MR. JUSTICE H. I. BIRD
COMMISSIONER

A. WATSON
SECRETARY

1

JAPANESE PROPERTY CLAIMS COMMISSION

COURT HOUSE
VANCOUVER, B.C.

15 Victoria Mansions,
Lethbridge, Alberta,
May 6, 1948.

Dear Sir:- Re: SATO AKISABURO
No. 14346.

Your letter of the 24th Ultimo, enclosing statement in connection with the claim of the above noted party. As requested I have attached this to the file on hand.

Yours truly,

Lucie Thomas.

Secretary, Japanese Property
Claims Sub-Commission (Lethbridge).

A. Watson, Esq.,
Japanese Property Claims Commission,
VANCOUVER, B.C.

Fort William, Ontario,

April 24th, 1948.

Miss Lillie Thomas,
15 Victoria Mansions,
Lethbridge, Alberta.

Dear Miss Thomas:

We enclose herewith itemized statement covering real estate and personal property of Sato Akisaburo, No. 14346. Please attach this statement to the claim which will be presented by A.G. Virtue.

With best wishes.

Yours very truly,

A. WATSON,
Secretary.

AWW-s
Enc. - 1

VIRTUE & RUSSELL

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C., K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.

2nd April, 1948

PLEASE REFER TO FILE NO. 3212 - 134

JAPANESE PROPERTY CLAIMS COMMISSION,
A. Watson, Esq., Secretary,
John W.G.Hunter, Esq., Counsel,
LETHBRIDGE, A L B E R T A.

Dear Sirs: RE: SATO (Akisaburo)
Registration No. 14346

We enclose herewith an itemized statement covering the real estate and personal property, giving full details.

We shall be glad if you will acknowledge receipt in due course.

Also, we shall be glad if the Custodian will send us WITHOUT PREJUDICE the balance which he is now holding in his account for Mr. Sato.

An additional copy of this letter and of the enclosure is going to Mr. Hunter.

We are, of course, aware that this claim is not on the list which is to be disposed of presently by the Commission.

Yours truly,

VIRTUE & RUSSELL,

Per

V/L
encl.

c.c. Mr. John W.G.Hunter.