Name of Claimant MINAMIDE, Masajiro Case 474

Custodian File 5162

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	
					1223.76						3580.00

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	
390.00	97.50							97.50

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	
643.50	197.75	59.32	46%	394.50	181.47			240.79

TOTAL RECOMMENDATION	3918.29

CASE NO: 474.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
March 25th, 1948.

IN THE MATTER OF THE CLAIM OF
MASAJIRO MINAMIDE.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 474.

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

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

Lethbridge, Alberta,

March 25th, 1948.

IN THE MATTER OF THE CLAIM OF

MASAJIRO MINAMIDE.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
A.G. VIRTUE, Esq., K.C.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
G.N.R. UPTON, Esq.,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

MR. VIRTUE: My lord, in the case of Minamide, No. 20 on the list for today, I have spoken to my learned friend and the claimant himself, and while he is here, he is an extremely old man and very badly crippled. He is barely able to stand up, so that subject to my learned friend calling the claimant himself, if he wishes to, I will place the man's son, who lived with him and did the man's business, in the witness box.

THE COMMISSIONER: Very well.

MR. VIRTUE: And if my learned friend wants to call the claimant himself, he can do that.

THE SECRETARY: Case No. 474, Masajiro Minamide.

MINAICHI MINAMIDE, a witness called on behalf of the claimant, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q You are the son of the claimant, Masajiro Minamide?

A Yes.

Q How old are you? A: 38.

Q Your father is a very old man and crippled?

A Yes.

Q He is here but you are going to give evidence for him because of his age and condition?

A Yes.

Q How many of the past twenty years have you lived and spent with your father?

A From 1933, right on.

Q Yes. And you have looked after your father's business for him? A: Yes.

= Q Now, I show you a statement of the real estate in question here with the list of the improvements and buildings, and so on. Was that prepared by you and your father with the help of an Interpreter?

A Yes.

Q And is that a true statement? A: Yes.

Q And I understand that the figures here relate to an half interest in the property, someone else owning the other half interest. Just ask him this: Does his father own just one-half interest in the property, that is, it is divided between two men?

A No, it isn' t divided into two.

Q But the whole 80 acres that is described there is divided between 2 men?

A Yes, it is divided between my father and cousin.

Q The cousin's name is Bungoro?

A Yes.

Q And the values you have given here are the values of your father's half interest?

A Yes.

Q Now this property is on Mayne Island?

A Yes.

Q And it is what is called a greenhouse property. There are a couple of large greenhouses on it, three greenhouses? A: Yes.

THE COMMISSIONER: You might bring out where the co-owner, Bungoro, is now?

MR. VIRTUE: It may be, sir, that I have the totals here and if I take them off, that might be easier than getting it from this witness.

THE COMMISSIONER: Well the total wouldn't tell you where Bungoro is now.

MR. VIRTUE: Oh, pardon me, sir.

Q Would you ask him that? A: Magrath. This Bungoro Minamide died some 2 or 3 years ago and he used to live at Magrath but his children live there now.

THE COMMISSIONER: Do you know if any claim has been filed on behalf of the estate of Bungoro?

MR. VIRTUE: No, sir.

THE COMMISSIONER: None has been filed?

MR. VIRTUE: None that I know of.

THE COMMISSIONER: All right.

MR. VIRTUE: I have here a certifidate of indefeasible title, my lord, and the certificate is for the entire south half of the north-west quarter containing eighty acres under the name of Bungoro Minamide and Masajiro Minamide.

THE COMMISSIONER: So the claimant owns an undivided one-half interest?

MR. VIRTUE: Yes.

THE COMMISSIONER: That is of some moment in view of the nature of the claim. The claimant asserts a right to the improved portion and Bungoro owns the unimproved portion. That is not borne out by the certificate of title.

MR. VIRTUE: I notice that, sir, but the figures, as I understand them, and it is here so described, is based on a one-half interest, that isthe property is treated as one and then the figures are taken

as one-half of the total value. Nowwe may clear that as we go along, but that is my present understanding.

THE COMMISSIONER: All right.

MR. VIRTUE: I will file that, my lord, as Exhibit 1, the statement of real estate.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. VIRTUE:Q:Now, I will show you another form covering the personal property and attached to it a couple of typewritten sheets, showing in one column the implements, in another column the farm supplies, in another one the furniture, and in another the stoves and kitchenware. Ask him if that was prepared in the same way? A: Yes.

Q Is this also a true statement?

A Yes.

Q And was a list of these chattels given at the time your father signed the J.P. form with the values?

A I gave a list to the Custodian when I mde the J.P. form.

MR. VIRTUE: I will file this as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 2).

Q I will show you what we call the brief statement of evidence showing the time that the property was bought, what was paid for it, its condition, and the improvements put on it since. Will you look at that, please?

A Yes.

MR. VIRTUE: I put that in as the third exhibit.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. VIRTUE: Q: Now this is a copy of the first exhibit, and I would like you to please look it over carefully, study it, andlook at the values, and then tell his Lordship whether the values we have placed here, including the values on the house, and the greenhouses, and so on, whether that is a total value or only the value of your father's half interest. I am not too clear on that myself, sir. I was informed that that was the case but I want to make sure. Mr. Interpreter, if you will let him take plenty of time on that; I don't want him to be confused or to be confused myself.

A He says this acreage should be altered to 40 acres.

Q Well, does this explain things, that asbetween his father and Bungoro Minamide it was agreed that his father would own the east 40 acres and Bungoro the west 40 acres? Ask him if that is the case.

A My father owned the east lot and Bungoro owned the west lot.

Q By "lot" does he mean 40 acres, that is half of the acreage? A: Yes.

Q I see. Now we have got that straight. And am I correct in saying that all of these buildings shown on this list are on his father's half, the east half of the land?

A Yes.

Q Well now, we have got it straight. All right, thank you. Well I think probably the proof of claim helps to straighten that out, too. Now, with regard to the personal chattels, I want to

askyou a few questions. Did you own a Ford 1935 Ford truck? A: Yes.

THE COMMISSIONER: What was the year of it, 19--?

MR. VIRTUE: 1935, sir.

Q Would you look at that and tell me if that is the bill of sale or purchase agreement for thetruck?

A Yes.

Q And you paid, according to this, $550.00?

A Yes.

Q Do you know what year that was?

A 1941.

Q 1941. A: It is down on the document, the shipping document, that it came from Vancouver.

Q Well did you get this truck?

A Yes.

Q Did you get this back from the Custodian?

A Oh, no, no.

Q I see. It was shipped from Vancouver to Main Island, was it?

A Yes.

Q Anyway it was in 1941 that you got it?

A Yes.

Q What was the condition of this truck at the time that you were evacuated and turned it over to the Police with its condition when you bought it?

A It was better than when I received it.

Q It was better than when you received it?

A Yes.

Q Is this the bill of lading that you spoke about a

moment ago when the truck was shipped?

A Yes, that is it.

MR. VIRTUE: I will put these in together, sir. It shows that this was shipped on the 6th of August, 1941.

(DOCUMENTS REFERRED TO MARKED EXHIBIT NO. 4).

MR. VIRTUE: Q: Now why was the truck better when you were evacuated than when you bought it in August, 1941? A: We altered it from a single tire to a double tire and we fixed the back of the truck.

Q Well, by fixing the back of it, do you mean that you put a box on it? A: Yes.

Q And how much did all that cost?

A About $200.00.

Q About $200.00? A: Yes.

Q And is that the same truck that the R.C.M.P. got?

A Yes.

Q So that when you turned over the truck to the police, with the body on it and the double wheels on the back, and so on, what would you say it was worth?

A About $800.00.

Q= About $800.00? A: Yes.

MR. VIRTUE: I will put this in just to show that he turned it over.

(RECEIPT FOR TRUCK MARKED EXHIBIT NO. 5)

MR. VIRTUE: Q: Now you had another light delivery Ford, didn't you? A: Yes.

Q Tell us about it; when you got it, and what did you pay for it, and what was its condition; just go ahead and tell us.

A It was bought before I was there, but I think about 1930.

Q Was it in running order when you were evacuated?

A It was in use at the time I was evacuated.

Q In what? A: In use.

Q And is this the receipt for it that you got from the Police? A: Yes.

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

(RECEIPT MARKED EXHIBIT NO. 6).

MR. VIRTUE: Q: What was it worth when you turned it over to the Police then?

A About $50.00.

Q Now I just want to ask you about one or two things on your list of personal property. You list two incubators at a total of $120.00; those were 300 incubators, that is two 300 incubators?

A Yes.

Q Do you know what those cost?

A I am not certain, but I think $100.00 each.

Q Yes. Now there was a 500 incubator, too?

A Yes.

Q What did that cost? A: I think about the same as the others.

Q Now when you were evacuated you turned those three incubators over to the Custodian, did you?

A Yes.

Q Were they in useable condition at that time?

THE COMMISSIONER: Now just a moment, Mr. Virtue. Am I to understand from the answer to the last question that there was physical delivery from him

to the Custodian?

MR. VIRTUE: When I say "Custodian" I mean his representative.

THE COMMISSIONER: It would be most unusual if that had been so. I think you had better ask him what was done with the incubators rather than telling him by your questions.

MR. VIRTUE: All right, sir.

Q What was done with the incubators?

A I shut them up in the incubator house.

Q And they were left there? A: I left them there.

Q Now take the first two 300-egg incubators. What were they worth when you left them there?

MR. HUNTER: My lord, is all this necessary? His claim, and the amounts that he claims, are set forth in the schedules. Surely it isn't necessary to ask him again how much they are worth.

THE COMMISSIONER: I see no need for it, but I pointed that out to Mr. Virtue before. The evidence is there; it doesn't add to it by repeating it.

MR. VIRTUE: I am simply anticipating what my learned friend may say about them, so as to get the particular item before your Lordship.

THE COMMISSIONER: You have got it there already on the statement and he has verified it.

MR. VIRTUE: Very well, sir. I won't go into that.

Q Now, did you get word from the Custodian that he had sold your property?

MR. HUNTER: My lord, I find this evidence is very confusing, asking whether the witness received these

all the time. Now I would like the distinction drawn whether it is the witness that he is referring to, or his father, so that some day when I am reading this transcript I will know who did get that.

THE COMMISSIONER: As I understand it, this man is simply substituting for his father, and it is quite conceivable, in view of his father's advanced age, that it was the witness who did the receiving.

MR. VIRTUE: I thought I made it clear that he is only acting here for his father and giving evidence for his father. I could ask him every time, "Did your father get it?" but I don't want to waste time.

MR. HUNTER: As long as I am clear that every time he says that he received it or did something, it was always his father instead of him.

MR. VIRTUE: Well, I will ask my learned friend at this time to produce the two original letters of which I am now showing him a copy.

THE COMMISSIONER: Do you think you need that, in view of the comment made a moment ago, because I take it that the evidence this man is giving or has given is for his father, and when he says, "I received so and so", what he is saying, in effect, is "My father received it".

MR. VIRTUE: All I want to show is that his father wrote a couple of letters protesting against the sale and saying that the price obtained was not satisfactory. If my learned friend will look at these and tell me whether they were received, we will save him the trouble of looking for the

originals.

THE COMMISSIONER: Can't we take it for granted that most of these people were not very happy about having their goods sold? The fact that he protested does not make it any stronger, Mr. Virtue.

MR. VIRTUE: Except that it adds a little corroboration to the fact that he now says two or three years later, "I regarded my property as under-sold".

Q Just look at these two copies and tell me if you knew about them and if they were sent

A You want him just to look at them?

Q And did you write those letters or did his father write those letters and send them?

A My father asked a friend, another Japanese friend, t to write these.

Q And they were sent? A: Yes.

Q And did they get that reply?

A Yes.

THE COMMISSIONER: If you want to file them, file them as one exhibit.

MR. VIRTUE: Yes, my lord.

(3 LETTERS MARKED EXHIBIT NO. 7).

THE COMMISSIONER: What it comes down to is this, that this claimant protested the sale of his property.

MR. VIRTUE: He not only protested, but he also said, "Also the price placed on the property is preposterously low which you may see in comparison with the value which I filed with you".

THE COMMISSIONER: That is still a protest. Now, I do feel that there is a lot of time being wasted

here on matters that are utterly immaterial. I started this investigation with the clear understanding in my mind that all of these claimants disliked the idea of their property being sold. Now why go into all this kind of thing?

MR. VIRTUE: Now that I know your Lordship's attitude in that and have that understanding, I will, in future cases, not burden your Lordship with that, although I think it is important. Now that your Lordship has expressed yourself on that, I think it is unnecessary to go further, but I think it is important that their objections and their claim that the prices were too low is simply not an after thought when someone suggested getting Government compensation, but was their attitude all the way through.

THE COMMISSIONER: I don't think there is any question about that, Mr. Virtue, and I don't think that any one of us would be happy to have our property sold against our will.

MR. VIRTUE: All right, sir, that is all.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the personal property which was sold was sold for its fair market value, including the vehicles. It is submitted that the claims made for personal property which have been lost, destroyed or stolen are excessive.

Perhaps, my lord, my learned friend could explain to me what this real property statement does

mean. Does he mean that there is a claim for $14,590.00 for a half interest in the land and all of the buildings?

MR. VIRTUE: That is correct. In fact, I think it is clear now that it is for the east 40 acres of the land and allthe cultivation andbuildings thereon.

MR. HUNTER: In other words, he is claiming $200.00 an acre approximately for land on Mayne Island?

MR. VIRTUE: Yes.

THE COMMISSIONER: With the buildings?

MR. HUNTER: No, my lord, the buildings are another $6000.00.

THE COMMISSIONER: I don't read the claim as a claim for $14,000.00. It isn't so expressed.

MR. VIRTUE: No, the proof of claim form shows that the estimated value at the date of sale is the entire value. That is, he is asking $8530.00 for the land and the buildings and cultivation, and so on.

THE COMMISSIONER: That is the way I read it.

MR. HUNTER: Well that clarifies it then.

The whole 80 acres and the buildings, my lord, were sold to the "Veterans Land Act" for $1485.00.

THE COMMISSIONER: Have you an appraisal?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: It might as well go in now.

MR. HUNTER: The Soldiers Settlement Board appraisal will be Exhibit No. 8.

(APPRAISAL MARKED EXHIBIT NO. 8).

MR. HUNTER: If your Lordship will refer to Exhibit 2 with its inventory.

THE COMMISSIONER: Yes.

MR. HUNTER: These were just handed to me this morning, my lord, and I have tried to make some kind of an analysis. We could take first the furniture, the stoves and kitchenware on the inventory.

THE COMMISSIONER: Yes.

MR. HUNTER: The bedstead, spring, and spring mattress were sold for $42.50; enamel bedstead, spring and mattress for $1.50; the baby crib, $2.00; phonograph records, $16.00; three tables $12.00; dresser, $4.50; the high chair and some jam jars for 10 cents; the bassinet, 75 cents; 10 kitchen chairs, $11.85; 3 picture frames, 50 cents; alarm clock, table cover, childrens' oxfords, silk parasol, and hat, are unaccounted for.

Perhaps at this point I had better explain that in the J.P. form it says "See list attached" but there is no list attached, and the Custodian wrote to the gentleman who had been covering the Mayne Island properties asking him why he hadn't forwarded the inventory and would he please do so. The inventories were not received and no actual inventory was taken. As a result, I do not know whether there ever was an inventory, and if there were what was in it, but if these things were in the original inventory they are now missing.

THE COMMISSIONER: I see.

MR. HUNTER: As far as the two heaters and the range are concerned, I am not quite able to make them jibe. There was a stove sold for $11.50 and a

kitchen stove for $7.00. The churn is missing. The 3 crocks sold for $5.35; the creamer for $2.25, the meat safe sold for 50 cents, and the 36 sealers, 15 with no tops, sold for 25 cents. The 3 pails are missing. The pots and tea kettles sold for $2.00; one wooden bucket sold for $1.50; the brooms, the dry mop and bed pan and the pail sold for $1.70; the hot water bottle was missing. And the chinaware, I don't know, there were 2 full boxes of chinaware shipped to the claimant, and similarly there was one tub of kitchenware and one tub of pots and pans shipped to the claimant.

MR. VIRTUE: We will admit that the last 3 items were abandoned.

THE COMMISSIONER: That is the chinaware, pots, pans and other utensils, and the food.

MR. VIRTUE: Yes. I mean I am taking it on myself to say that.

THE COMMISSIONER: Yes.

MR. HUNTER: When the claimant sent a request through the B.C. Security Commission for the release of these goods to him, he included a long inventory with the letter asking the B.C. Security Commission on his behalf to send down a list of those which he hadn't received. Now in the next one I refer to, which is the implements and farm supplies, when I say an item is missing that is what I mean; that is, it is one of the ones on the subsequent inventory as not having been received because they were purporting to ship everything at that time

subject to what they had sold. So the cultivator sold for $5.25, garden implements would seem to check fairly closely from "hoes" down to "double axes", sold for $2.00; the sledge hammers are missing; two of the wedges, I haven't got anything on that so they are missing; 2 cross-cut saws sold for $11.00; 3 crowbars, $2.50; one peevee and one crowbar sold for $1.75; there were a number of tools sold for $1.25; the blow torch was stolen or is missing; the saw tools are missing; the pliers are missing; and well down the page 2 handsaws are missing. The expansion bit is missing; the screwdriver is missing; 2 chisels missing; and then in the next column the wire netting sold for $2.25, and one of the drums sold for $1.50. The carborundum stone is missing.

Now most of the rest of the things there, my lord, were neither in the list where he asks for them nor in the subsequent inquiry showing if they were missing. Now that doesn't mean that they couldn't have been there; it is just that we have no record of them.

THE COMMISSIONER: I see.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Minamide, have you ever been in the used car business? A: No, I haven't been in the used car business.

Q When you say your truck was worth $800.00, you mean it was worth $800.00 to you?

A He doesn't understand that question. I don't think I can explain it to him quite the way that you want it. Could you change it slightly?

THE COMMISSIONER: Well isn't that apparent, Mr. Hunter, that that is the situation. He says it was worth $800.00. That is his view of the value at the time of evacuation.

MR. HUNTER: I think so.

THE COMMISSIONER: He doesn't pretend to any expert knowledge.

MR. HUNTER: The better truck sold for $375.00; that was the 1935 V-8, and it was sold in September, 1942, the 12th of September, for $375.00, and the old truck, which was a 1921, Ford, apparently it was not even an "A" model, it was a "T" model, sold September 12th, 1942, the same date, for $15.00. I don't think there is anything else.

MR. VIRTUE: In this case, sir, I do not know whether it was the practice on Mayne Island, but apparently a copy of the J.P. form and inventory was given to the man at the time and it contains a list of all the chattels.

THE COMMISSIONER: That might be helpful.

MR. VIRTUE: So that I will just file that now.

THE COMMISSIONER: Was it given to this witness?

MR. VIRTUE: Sir?

THE COMMISSIONER: Was this document given to the witness or to the claimant?

MR. VIRTUE: I don't know which one actually went and signed the form.

Q Were you with your father when the J.P. forms were signed? That is, this form and the inventory.

THE COMMISSIONER: Ask him if he received that document from the Custodian's representative, or did his father receive it?

A My father received it.

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

(J.P. FORM & INVENTORY MARKED EXHIBIT NO. 9).

THE COMMISSIONER: I think I ought to say this in regard to Mayne Island property and, for that matter, property anywhere on the Gulf Islands. That was a part or is a part of the Province of British Columbia. The land on which is in comparatively little demand, and undoubtedly due to the small population on the Island, chattels sold there wouldn't find much of a market; so that those claimants who formerly resided on the Gulf Islands are in a not very happy position from the point of view of establishing a real market.

There is one further thing I wish to say and that is in regard to the sub-Commissions. If chattel claims are going to be presented before the sub-Commissions in the way they have been in several instances before me, it is going to add to my work when I finally have to come to analyze them to such an extent that it is almost inevitable that claims presented in that way will not receive the consideration that perhaps they are entitled to. Now, I do ask you, Mr. Virtue, to put these chattel claims in proper shape as the majority of yours have been here.

MR. VIRTUE: As the majority have been what?

THE COMMISSIONER: The majority of them have been in good shape. There are several of them that have not and the net result is going to be, and I am pointing it out to you now, that if I am faced with may claims in such shape as this one, it is inevitable that they cannot receive the result they should have because I have 1480 or so claims to consider and I do not intend to spend the rest of my life in consideration of them.

MR. VIRTUE: That leads me to say this, sir, I am going to write to my learned friend after this week is over and ask him to, somehow or other, accomplish the feat of getting into our hands earlier at least the J.P. form or copy of it. Now, our position was this, that just ten days or so ago, when we were in the midst of getting ready for these hearings and trying to interview these men, this huge bundle of files from the Custodian arrived, and we had to go through them and interview the claimants again.

THE COMMISSIONER: You are representing upwards of 100 claims, Mr. Virtue, but do not overlook the fact that the Custodian's office has 1480 to consider.

MR. VIRTUE: Possibly by gathering experience, the Custodian could build up his staff and if we could have the Custodian's files during May, June or July, or even in July, we could then do twice asmuch work on them.

THE COMMISSIONER: I think, Mr. Virtue, you are overlooking the fact that there are many other people

in the same situation as you are and heretofore it has been my observation that the Custodian has done everything he can to cooperate with counsel representing Japanese claimants. The situation is an extremely difficult one for everyone concerned.

MR. VIRTUE: Yes, I realize that.

THE COMMISSIONER: And while the fact that you did not have the J.P. forms may be some excuse for claims coming in in the shape they are here, it is not the sole explanation. I think we can leave it just at that. I am urging you in the interests of your clients to get these chattels forms in in proper shape.

MR. VIRTUE: But even if the Custodian could go so far, if he could send us photostatic copies of at least the J.P. forms, we would have a starting point with our clients. The situation now is that we have got them in, in the first place, and spend about three hours interviewing them without having the Custodian's files or J.P. forms before us, and then when we get those a new situation comes up entirely, and then we have to sit down with the man to meet the new situation. I am only making that suggestion so that we can present them in the proper way.

THE COMMISSIONER: I think you will find that the Custodian's office will cooperate. That has been my experience up to date.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

"S.R. Howard"
Official Reporter.

Case 474 5764

ACKNOWLEDGED NOV 27 1947

Proof of Claim

Leth

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

20

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: Masajiro Minamide

   Registration No. 14225

2. Claimant's address at the time of his evacuation from the protected area: Mayne Island, B.C.

3. Claimant's present address: Barnwell Alberta

4. Claim relating to real property:

   (a) Street address of real property: Mayne Island, B.C.

   (b) Legal description of property:

   (i) The South 1/2 of the North West 1/4 of Section 8, Mayne Island, Cowichan District, containing 80 acres (more or less)

   (ii) Buildings:- located on the improved portion owned by the second part (Masajiro Minamide) Residence, chicken house, Root house, Packing house , Garage, Wood and Tool sheds, 5 green houses total ground space 10,400 sq. ft.

re. on above concerning land.

Owned by Bungoro Minamide and Masajiro Minamide

Unimproved ~~1/2~~ half of above owned by the first part (Bungoro Minamide)
Improved half of above owned by the second part (Masajiro Minamide)

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

Residence and Mixed farming

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

Certificate of Indefeasible Title No. 58142-I Masajiro Minamide owned 1/2 portion (40 acres) improved land and Bungoro Minamide owned the other 1/2 portion of unimproved land.

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

(I) Land— $ 900.00

(II) Buildings— $ 7,630.00

$8,530.00

Received from the custodian on the above $1,169.61

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

$ $7,360.39

5. Claims relating to personal property, etc.

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

Mayne Island, B.C.

(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:

Household effects stored and locked up in 2 rooms of my dwelling house. Farm implements, tools, supplies etc. stored and nailed up in 2 sheds.

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

Custodian
Department of the Secretary of State
Vancouver, B.C.

(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:

Furniture	$ 212.00
Stove, kitchenware	200.00
Carpenter & farm implements etc.	405.00
Rawboat	30.00
Farm supplies	268.00
2 Ford trucks with equipment	868.00
	$1983.00

1115

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

$ 1464.59

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

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

DATED this 17th day of ~~October~~ November, A.D. 1947.

Mary McDonald

Samson Sanderson
Witness to Signature of Claimant.

.....
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Masajiro Minamide
(Full Name of Claimant)

of Barnwell, Alberta (*Present Address*) laborer (*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:

Real property	$ 1169.61
Personal property	155.62
2 Trucks	362.79
Total	1688.02

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 17th day of November

A.D. 1947.

Masajiro Minamide

Lawson 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

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

Masajiro Minamide
(Claimant's Name)

REAL ESTATE
(Farm Land)

I4225
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared Cultivated not planted Cultivated and not in crop List Crops							
South ½. N.W.¼ Sec. 8 Mayne Island Cowichan District	80	I923	B. Minamide	$500.00	Uncleared	none	$8530.00
Total							

EXHIBIT No. 474-1
DATE 25 mar 1948
FILED BY A.G. Whitmore

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

Description	When Made	Cost	
Clearing 4 acres	all expense	$I660.00	
Fencing Tillage and Drainage		545.00	
Weed Eradication		I80.00	
Planting Tomatoes, Cucumbers, Oats--		I55.00	$ $3040.00
Running Water pipes and Ditching and Value of fuel wood		500.00	

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
House	24x32	Frame		$320.00	$I00.00	$280.00		
Greenhouses 20x40		Glass & sash		2000.00	500.00	I800.00		
40xI60		" "						
40x80 --------		" "						
chicken houses I2x76 Brooder House I2x60 Root House I5xI5 Feed shed I2x22 Tool shed I0x20 Garage ~~xI2I5~~x I2xI5				550.00	90.00	420.00		$6060.00

Comments re Appraiser's report not covered by above information:

Amount of improvements as shown is higher than claim shown on proof of claim and would like this brought to the notice of the commissioner.

1 land title
Tax assessment
Correspondence

Rec. from Custodian
$825.00

Note: Above figures Relate to ½ Interest Only

Masajiro Minamide
Signature

Implements

1 Cultivator		$17.00
2 Hoes		3.00
I rake		I.00
4 shovels		4.50
2 scythes		8.50
2 forks		4.00
3 grub hoes		5.00
2 Mattocks		3.00
4 double axes		I2.00
2 Sledge hammers	M	3.00
3 wedges	M	2.50
2 crosscut saws		I2.00
3 crow Bars		8.00
I Peavey		3.00
Socket wrenches		6.00
Blow Torch	M	7.00
Saw tools	M	7.00
2 pipe wrenches		3.50
Babbitt bearing		5.00
2 pliers	M	I.70
Watering can		2.00
2 wheelbarrows		5.00
IMariners Compass		8.00
2 Incubators 500 egg each	X	I20.00
I Incub. 500 egg		75.00
I set harness		30.00
I Wagon		20.00
2 hand saws	M	7.50
Brace and expansion bit	M	8.50
I steel square		2.00
4 hammers		3.50
screw driver	M	.60
2 chisels	M	I.20
Wood file		.50
Motor		4.50
		$405.00

Farm Supplies

2½ cases glass		$I4.00
Fish meal		30.00
Tom shooks and baskets		60.00
Fuel oil		I2.00
40 lbs nails		4.00
90 " Blue nails		I0.00
500 ft. flooring		I6.00
75 lbs Tom. Strips		7.00
3 stove pipes		.60
Wire netting 1.25		9.00
4 gas cans		7.00
5 drums 45 gal		I9.00
I50 sacks		4.00
I grass cutter		35.00
I00 ft. hose		20.00
Kerosene & Gas		2.40
Paint, Boat		4.00
I2 lamps		I2.00
I Carborundum stone	M	2.00
		$ 268.00

M. Nunamaker
Reg. no 14225

405.
268
212
200
1085

Furniture

Bedstead, Spring & Spring Mattress ----	$45.00
Enamel Bedstead Spring & Mattress	I5.00
Baby crib	8.00
Phonograph Records	67.00
4 tables	20.00
I Dresser	I5.00
I High chair	4.00
Bassinette	2.00
I0 Kitchen chairs	I4.00
3 picture frames	2.00
I alarm clock	5.00
I Table Cover	2.00
2 prs. Childrens oxfords	4.00
Silk Parasol	6.00
I Hat	3.00
	2I2.00

Stoves and Kitchenware

2 Heaters	$20.00
I Range	40.00
I Churn	3.00
3 crocks	7.00
I Creamer	3.00
Meat Safe	24.00
36 Sealers	3.00
3 Pails	3.00
Pots & Teakettle	I0.00
6 wooden Buckets	3.00
3 brooms	I000
I Dry Mop	I.50
I Bed Pan & Pail	3.00
Hot Water bottle	I50.
Chinaware	30.00
Pots Pans and other utensils	I7.00
Foods	30.00
	$200.00

Sold 42.50

1.50

chandeliers

M. Miranda
Reg. 14.2.25

Masajiro Minamide

(Claimant's Name)

PERSONAL CHATTELS

I4225

Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
Description of Personal property attached to proof of claim		some new some used	higher than valued at evacuation	good	$1983.00

EXHIBIT No. 474-2
DATE 25 mar 1948
FILED BY A.G. Vinne

Description of Storage of Goods:

Check received amounting to ~~$1183.61~~ $100.00
~~xxxxxxxxx~~ ~~$825.00~~
All goods left on farm and in house and trucks taken over by the R.C.M.P.

General Statement as to Chattels not Described above:

Additional Comments, if any:

Signature

EXHIBIT No. 474-3
DATE 25 mar 1948
FILED BY
ag. Wilson

1.

CANADIAN-JAPANESE CLAIMS FOR LOSSES

BRIEF STATEMENT OF EVIDENCE REQUIRED

Each Claimant should be prepared to answer the following questions clearly, carefully and accurately:-

1. Name. Masajiro Minamide

2. Present residence. Barnwell Alberta

3. Residence at date of evacuation. Mayne Island B.C.

4. How long had you lived on property from which you were evacuated? Nineteen years

REAL ESTATE

1. When did you buy property in question? 1923

2. What price did you pay? Five Hundred Dollars

3. What was the exact condition of the property then?

(a) The land itself. Wild and Unimproved

(b) The buildings.

none

4. What improvements did you make upon the property in question? Give full particulars with the value of each and give the value of your own work separtely from the money you paid out of your own pocket.

(a) Buildings. 1 brooder house, 1 chicken House paid out and own $420.
feed shed, garage, root house, and a tool shed - paid out $640
one dwelling house paid out $420.00
and own work $280.00
5 Green houses ground space 10,400 sq.ft $2500..and $1800.

(b) Fencing. $170.00 own work ✓

(c) Tillage. $125 paid out and $110 own work ✓

(d) Drainage. $140. own work ✓

(e) Clearing. $210 paid out and $1450 " ✓ "

(f) Weed eradication. $180.00 " " ✓

(g) Planting. (tomatoes, cucumbers oats, potatoes and mangels) $15 paid out and ~~$20.00 of~~ $140.00 own work

(h) Running water (pipes) $130.00 paid out and $70.00 own work

(i) Fuel wood -- $100.00 paid out and $200.00 of own work

5. Have you the assessed value at date of evacuation? If possible bring your assessement notice. Yes for $3,400.00

6. What is your age? 78 yrs.

7. Did you make a living on the above property? Yes

8. Did you make a profit from your work on the above property? If so about how much over and above your living? Yes $1,100.00

9. annual rent $750.00

10. What was the fair market value of this property at the date of your evacuation? $8,530.00

11. What was the fair market value of the property at the date when the sale was made by the Custodian?

$8/530.00

12. Do you know of any sales of adjoining or close-by property which were made shortly before evacuation? If so, give particulars.

No

13. Did you carry any Fire Insurance on your property? If so, give particulars and try to produce any policies of yours or documents of that Kind. No

14. At what price did the Custodian sell your property?
$1,169.61

15. Did you receive a cheque and if so, for how much?
$825.00

16. What did you do with the cheque?
Used for living expenses

17. What actual loss do you consider you suffered by sale of your property? $7,360.39

18. Bring in any correspondence you have had with Custodian.

PERSONAL PROPERTY

1. You have already given a list of the articles in respect to which you are making a claim so you need not repeat this but be sure you are familiar with it.

2. Was this property taken over by the Custodian?

Yes

3. What became of the property?

some were sold by the Custodian and some shipped to us and some although registered with the Custodian, were never heard of , probably lost track of.

4. Where was the property actually left when you were evacuated?

on my farm at Mayne Island B. C/

5. If it was left in charge of anyone give the name and circumstances.

))))))))

6. Was this property covered by Fire Insurance? If so, try to produce Fire Policy and any other documents which would show the value.

No

7. Did you receive a cheque from the Custodian?

Yes

8. For how much?

$100.00

9. What did you do with the cheque?

Used for living expenses

10. Any correspondence? If so, produce it.

GENERAL INFORMATION

Give name and address of any persons who can corroborate your evidence as to ownership, value and loss. Opposite the name of each witness show briefly what evidence the witness is wxpected to give.

1. Name.

2. Address.

3. Evidence expected.

1. Name.

2. Address.

3. Evidence expected.

If there are any special facts applying to your case please state them clearly.

LETTERS AND DOCUMENTS

If you have any Agreements for Sale, Transfers, Titles, Insurance Policies, Leases, letters or other writings of any kind shedding any light on any of the above matters, please be sure to bring them in with you and give a list of them below.

PHONE MA RINE 5211 CUSTOMER'S COPY NO. _____

BALDERSTON MOTORS LTD.

FORD - MERCURY

1190 GEORGIA ST. WEST VANCOUVER, B. C.

PLEASE ENTER MY ORDER FOR THE FOLLOWING DELIVERY ABOUT (DATE) _____ 194__

PRICE MODEL 1935 Ford Truck ENGINE NO. _____ SERIAL NO. _____	550 00
ACCESSORIES—PARTS—EXTRAS	
TRUCK BODIES	
FILING FEE AND EXCHANGE	
NEW LICENSE _____ NO. _____	1 00
INSURANCE—FIRE AND THEFT, OR	
INSURANCE—FIRE, THEFT, COLLISION, PROP. DAM., PUB. LIABILITY	
OILING AND GREASING CONTRACT, 12 MONTHS	
TOTAL SALE PRICE	551 00
CASH PAID 410.00 1st (ADD TOGETHER, CARRY)	
USED CAR ALLOWANCE (TO LAST COLUMN) $	
BALANCE	
FINANCE FEE	
TOTAL DEFERRED BALANCE	
MONTHLY PAYMENTS	
MONTHLY PAYMENTS	

REMARKS: Bal Cash 474 - $4

EXHIBIT No. _____
DATE _____
FILED BY adv Vintner
25 Mar 1948

DON'T FORGET USED CAR LICENSE TRANSFER _____

We do not guarantee used cars as to year model, or speedometer reading.

BILL OF SALE FOR USED CAR TRADE IN _____

I, _____, OF THE CITY OR TOWN OF _____ IN THE PROVINCE OF BRITISH COLUMBIA, BEING THE LEGAL OWNER OF THE HEREUNDER DESCRIBED AUTOMOBILE, AND IN CONSIDERATION OF THE SUM OF _____ ($_____) OF THE LAWFUL MONEY OF CANADA AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED BY ME, DO HEREBY BARGAIN, SELL, ASSIGN, TRANSFER AND SET OVER UNTO BALDERSTON MOTORS LTD. ABSOLUTELY FREE AND CLEAR OF ALL INCUMBRANCES _____

MAKE _____ STYLE _____ YEAR MODEL _____

ENGINE NO. _____ SERIAL NO. _____ LICENSE NO. _____

DEALER PURCHASED FROM _____ NAME FINANCE CO. _____

ADDRESS _____ CITY _____ ADDRESS _____

SALESMAN _____

This Order is subjected to Approval of Dealer

SIGNATURE PURCHASER × M Miranda

ADDRESS Maple Ridge BC.

OCCUPATION _____ RES. PHONE _____

DEALER _____

EMPLOYED BY _____ BUS. PHONE _____

SALESMAN'S COMMISSION CREDIT

NAME _____

RETAIL PRICE CAR _____ $ _____

LESS FREIGHT _____ $ _____

TOTAL _____ $ _____

LESS TRADE IN _____ $ _____

PAY COMMISSION ON _____ $ _____

COM. RATE % _____ $ _____

Form 982

CANADIAN PACIFIC RAILWAY COMPANY

BRITISH COLUMBIA COAST STEAMSHIP SERVICE

Shipper's No.....

BILL OF LADING—ORIGINAL

Agent's No.....

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading

at Vancouver Aug 6 19 41

from K. Nagata

the goods described below, in apparent good order, except as noted (contents and condition of contents of packages unknown, sufficiency of packing or marks not admitted), marked, consigned and destined as indicated below, to be carried upon and subject to the conditions on the face and back hereof, to the usual place of delivery at said destination.

Nature, Weight, Quantity, Measure, Gauge, Quality, Grade, Condition, Brand, Contents and Value declared by the shipper and unknown to the Carrier.

(Mail Address—Not for purposes of delivery)

Consigned to K. Nagata

Destination Mayne Island { Province or State of ..... County of .....

Route ..... Vessel .....

CHECK COLUMN	No. Packages	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	MEASUREMENT (Subject to Correction)
	1	Ford Truck Chassis	3700	
		For Delivery 7/8/41		

If charges are to be prepaid, write or stamp here "To be Prepaid."

.....

Shipper.

Received $ 13.32 to apply in prepayment of the charges on the property described hereon.

CAN. PAC. RY. CO. VANCOUVER WHARF PAID AUG 6 1941 AGENT

.....

Agent, Cashier or Purser.

Per .....

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$.....

K. Nagata Shipper

Per .....

A. T. Willoughby Agent

Per .....

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same)

SEE CONDITIONS ON BACK HEREOF

CONDITIONS

(A) With Respect to Pacific Coast Water Carriage:

1. (a) All the terms, provisions and conditions of the Canadian Water Carriage of Goods Act, 1936, and of the Rules comprising the Schedule thereto are, so far as applicable, to govern the contract contained in this Bill of Lading, and the Shipowners are to be entitled to the benefit of all privileges, rights and immunities contained in such Act and in the Schedule thereto as if the same were herein specifically set out. If anything herein contained be inconsistent with the said provisions, it shall to the extent of such inconsistency and no further be null and void.

(b) This bill of lading is issued subject to the provisions of the "Carriage of Goods by Sea Act" of the United States of America when the laws of the United States apply to the carriage herein provided for.

2. The Carrier may sail with or without pilots, tow and assist vessels and be towed, may call at any ports in any order, for any purpose, may convey goods in lighters to and from the ship at the risk of the owner of the goods. In case the ship shall be prevented from any cause from commencing or from proceeding in the ordinary course of her voyage, the ship may tranship the goods to their destination by any other ship.

3. In case the whole or any part of the goods specified herein be prevented by any cause from going in the ship, if any named herein, or be overcarried or landed at an intermediate port, the Carrier is only required to forward them by a preceding or succeeding steamer of its line, or by the first available steamer of any other line; and incurs no further liability. The statement in this bill of lading as to the shipment of the goods shall not be conclusive against the Carrier if such goods or part thereof, are not so shipped, and notwithstanding that notice to that effect be not given.

4. Freight shall be deemed earned on shipment and shall not be repayable, ship or goods lost or not lost. Freight shall be paid in full on damaged or unsound goods.

5. Parcels for different consignees collected or made up in single packages addressed to one consignee shall pay full freight on each parcel.

6. The shipper, consignee and/or owner of the goods shall pay the cost of all mending, baling, cooperage of or repairs to packages, boxes, crates, wrappers, or other containers, resulting from insufficient packing or excepted perils.

7. The Carrier shall have a lien on and right of sale by public auction or otherwise, over the goods for all freights and charges, and also for the expense of exercising any such lien. The Carrier shall be entitled to recover any deficiency from the shipper, consignee or owner.

8. Any freight or other charges contrary to the Carrier's tariffs, is subject to correction. If on correction, the freight or charges are higher, the Carrier may collect the additional amount from the shipper, consignee, or endorsee of this bill of lading.

9. In case the ship shall be prevented from reaching her destination by quarantine, the Carrier may discharge the goods at any port, and such discharge shall be deemed to be final delivery under this contract, and all expenses thereby incurred shall be a lien on the goods, and shall be paid by the owner.

10. The ship may commence discharging immediately on arrival without notice to the consignee, and discharge continuously, regardless of weather. Upon discharge, the responsibility of the Carrier shall cease, and the goods shall be at the risk of the consignee, and may be stored by the Carrier at the expense and risk of the owner. When the goods are carried to a port or place where there is no wharfinger, warehouseman or other responsible person to receive the goods on behalf of the consignee, the consignee shall be on hand to receive the goods, and if not on hand, the Master may deliver the goods by depositing the same on any float, landing stage, wharf, or on the seashore, or on the bank of the river, or other usual place for delivering goods at the place of destination.

11. Claims for damage or loss shall be based on the quantity read at the port and time of shipment, unless a lower value has been declared.

12. Cargo payable by weight is to be paid on the gross weight landed from the ship.

13. Neither the Carrier nor the ship shall be liable for any loss, damage or detention which occurs whilst the goods are not in the actual custody of the Carrier. Goods destined to ports, places or docks other than the ship's port, place or dock of discharge, are to be forwarded at the expense and risk of the owner, and subject to all the conditions exacted by Carriers who complete the transit.

14 In the event of the vessel being prevented by ice, shallow water, weather, or other obstructions to navigation from reaching destined port, the Master reserves the liberty of either landing cargo at nearest open port he can reach with safety or bringing it back to port of shipment or trans-shipment, in either case at owner's risk and expense, but charging outward freight only; or should the last vessel of the season have sailed for the above destined port the goods may be sent to the port nearest to their destination with which there is direct communication, or they may be warehoused at the intermediate port at the expense and risk of the owners of the goods.

15. Connecting Carriers, their agents and employees shall not be held to be the agents, servants or employees of the ship or her owners, and no liability shall attach to the ship on this bill of lading for any goods not carried by her.

16. Carriers not required to notify the consignee of arrival of goods.

17. General average payable according to the York-Antwerp Rules, 1924.

18. If the Carrier shall have exercised due diligence to make the ship seaworthy and properly manned, equipped and supplied, it is hereby agreed that in the event of the ship coming into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the cargo carried under this bill of lading will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever to the owners of the said cargo paid or payable by the other or non-carrying ship or her owners to the said cargo owners and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

19 The rights and immunities as set forth in Article IV. of the Rules comprising the Schedule to the said Canadian Water Carriage of Goods Act, 1936, shall extend and apply to loss or detention of or damage to goods in the custody of the Carrier or his servants before such goods are received on the ship's tackle and after such goods are unloaded from the ship's tackle as fully as if the same were printed seriatim herein.

20. The foregoing conditions respecting Pacific Coast Water Carriage shall also apply to goods to be subsequently forwarded by rail, pursuant to this bill of lading, until the goods are actually on board cars; and on rail shipments to be subsequently forwarded by Pacific Coast water carriage from time goods are unloaded from cars.

(B) With Respect to Railway Carriage:

The following conditions are the only conditions applicable to the shipment while being transported by rail, and do not apply to Pacific Coast water carriage

Sec. 1. The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

Sec. 2. In case of shipments from one point in Canada to another point in Canada, or where goods are shipped under a joint tariff, the Carrier issuing this Bill of Lading, in addition to its other liabilities hereunder, shall be liable for any loss, damage, or injury to such goods from which the other Carrier is not by the terms of this Bill of Lading relieved, caused by, or resulting from the act, neglect or default of any other Carrier to which such goods may be delivered in Canada, or under such joint tariff, or over whose line or lines such goods may pass in Canada, or under such joint tariff the onus of proving that such loss was not so caused or did not so result, being upon the Carrier issuing this Bill of Lading. The Carrier issuing this Bill of Lading shall be entitled to recover from the other Carrier on whose line or lines the loss, damage or injury to the said goods shall have been sustained, the amount of such loss, damage or injury, as it may be required to pay hereunder, as may be evidenced by any receipt, judgment, or transcript thereof. Nothing in this section shall deprive the holder of this Bill of Lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this Bill of Lading, or any other Carrier.

Sec. 3. The Carrier shall not be liable for loss, damage, or delay to any of the goods herein described, caused by the act of God, the King's or public enemies, riots, strikes, defect, or inherent vice in the goods, or the act or default of the shipper or owner, for differences in weights of grain, seed or other commodities caused by natural shrinkage or discrepancies in elevators in which the elevators are not operated by the Carrier, unless the weights are evidenced by Government certificate; the authority of law or by quarantine. For loss, damage or delay, except where cartage is to be performed by the Carrier or its agents, caused by fire occurring after forty-eight hours (exclusive of legal holidays), or in the case of bonded goods seventy-two hours (exclusive of legal holidays), after written notice of the arrival of said goods at destination or at port of export (if intended for export and not covered by a through Bill of Lading) has been sent or given, the Carrier's liability shall be that of warehouseman only. Except in case of negligence of the Carrier (and the burden of proving freedom of such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage or delay occurring while the goods are stopped and held in transit upon the request of the party entitled to make such request. When in accordance with general custom, on account of the nature of the goods, or at the request of the shipper, the goods are transported in open cars, the Carrier (except in case of loss or damage by fire, in which case the liability shall be the same as though the goods had been carried in closed cars), shall be liable only for negligence and the burden of proving freedom from such negligence shall be on the Carrier

Sec. 4. No Carrier is bound to transport said goods by any particular train or vessel or in time for any particular market or otherwise than as required by law, unless by specific agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any railway or route between the point of shipment and the point of destination, but if such diversion be from a rail to a water route the liability of the Carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this Bill of Lading (including the freight and other charges, if paid, and the duty if paid or payable, and not refunded), unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariff upon which the rate is based, in any of which events such lower value shall be the amount to govern such computation; whether or not such loss or damage occurs from negligence.

When under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necessarily incidental to transportation, and shall not relieve the Carrier from liability for any loss, damage or delay which may result from any negligence or omission of the Carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the Carrier.

Notice of loss, damage or delay must be made in writing to the Carrier at the point of delivery, or to the Carrier at the point of origin, within four months after delivery of the goods, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is so given the Carrier shall not be liable.

Any Carrier or party liable on account of loss of or damage to any of said goods on reimbursing to the insured the premiums paid in respect thereof, shall have the full benefit of any insurance that may have been effected upon or on account of said goods so far as this shall not avoid the policies or contracts of insurance.

Sec. 5. Grain in bulk consigned to a point where the Carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, may be there delivered and placed with other grain of the same kind and grade without respect to ownership; provided that this shall not apply to a point of final delivery if it is otherwise expressly noted hereon, unless the grain is not promptly unloaded after written notice of arrival has been sent or given to the person named herein. Grain so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 6. Goods not removed by the party entitled to receive them within forty-eight hours (exclusive of legal holidays), or in the case of bonded goods, within seventy-two hours (exclusive of legal holidays), after written notice has been sent or given, may be kept in car, station or place of delivery, or warehouse of the Carrier, subject to a reasonable charge for storage and to the Carrier's responsibility as warehouseman only, or may, at the option of the Carrier (after written notice of the Carrier's intention to do so has been sent or given), be removed to and stored in a public or licensed warehouse at the cost of the owner, and there held at the risk of the owner and without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Goods in carloads shipped from a private siding or a station, wharf or landing where there is no duly authorized agent, shall be at the risk of the owner until the car is lifted or Bill of Lading is issued by the Carrier, and thereafter shall be at the risk of the Carrier. Goods in carloads destined to a private siding or station, wharf or landing where there is no duly authorized agent, shall be at the risk of the Carrier until placed on the delivery siding.

All goods shall be subject to necessary cooperage and baling, at owner's cost.

Sec. 7. No Carrier shall be bound to carry any documents, specie or any article of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of such goods is disclosed herein), and a stipulated value of the articles are endorsed hereon. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon, the Carrier shall not be liable for any loss or damage thereto.

Sec. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said goods, and if required shall pay the same before delivery. If, upon inspection, it is ascertained that the goods shipped are not those described in this Bill of Lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

Sec. 9. Except in case of diversion from rail to water route, which is provided for in Section 4 hereof, and except as provided hereafter, if all or any part of said goods is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations and exemptions provided by statute and to the conditions contained in this Bill of Lading, not inconsistent with such statute or this section and subject also to the conditions that no Carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lake, sea or other waters; or from explosion, bursting of boilers, or breakage of shafts, not arising from the negligence of the Carrier, or from any latent defect in hull, machinery or appurtenances; or from collision, stranding, or other accident of navigation, or from prolongation of the voyage. And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow or be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods.

The term "water carriage" in this section shall not be construed as including lighterage or car ferriage across rivers or in lake or other harbors, and the liability for such lighterage or car ferriage shall be governed by the other sections hereof. If the goods are being carried under a tariff which provides that any Carrier or Carriers party thereto shall be liable for loss from perils of the sea, then as to such Carrier or Carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the conditions of this Bill of Lading.

Sec. 10. Every party, whether principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the Carrier or its agent of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense, or destroyed without compensation.

Sec. 11. Any alteration, addition or erasure in this Bill of Lading shall be signed or initialed in the margin by an agent of the Carrier issuing the same, and if not so signed or initialed shall be without effect, and this Bill of Lading shall be enforceable according to its original tenor.

And FINALLY in accepting this Bill of Lading, the Shipper, Owner and Consignee of the goods, and the holder of the Bill of Lading, agrees to be bound by all its stipulations, exceptions and conditions whether written or printed, as fully as if they were all signed by such Shipper, Owner, Consignee or Holder.

Received from Masajiro Minamide

One Truck Ford, V.8. 1935

Engine Number C18BBU320

Serial Number ditto

Model DB 51

Licence No. ~~1941, C7-258~~ 1942, C.C. 532

Owner M. Minamide

Dated March 7 1942

Signature, Charles Flier

Lieut-Colonel, for
R.C.M.Police (Retd)

EXHIBIT NO. 474-5
DATE 25 mar 1948
FILED BY

Mayne Island, B.C..

March, 1942

Received from Masajiro Minamide

One Truck Light delivery Ford

Engine Number 629785

Serial Number dette

Model T 1926

Licence No. BA-62, 1941

Owner M. Minamide.

EXHIBIT No. 474-6

DATE 25 mar 1948

FILED BY A. J. Wilson

Signature, Charles Fleck

Lieut-Colonel, for
Retired.
R.C.M.Police

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE No. 5162.

506 ROYAL BANK BLDG.
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

April 10th, 1945.

EXHIBIT No. 474-7
DATE 25 mar 1948
FILED BY a.g. Norlund

Mr. Masajiro MINAMIDE,
Registration No. 14225,
Kaslo, B. C.

Dear Sir:

Re: Your Mayne Island Property.

We are in receipt of your letters of the 5th and 10th ultimo protesting against the sale of your Mayne Island property.

Your remarks have been carefully read and we appreciate that the disposal of your property is a matter of personal concern to you. However, the sale of properties to The Director, Soldier Settlement & Veterans' Land Act, was carried out as a part of a policy of liquidation outlined by Ottawa, on the basis of appraised values.

Your letters have been placed upon your file so that your comments in regard to this sale will remain on record.

The net proceeds from this sale are available to you, as advised you on the 8th ultimo, and we will continue to remit you $35.00 per month so long as funds are available or until the arrangement to do so is cancelled by yourself or the British Columbia Security Commission.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

KASLO, B. C.,
March 10/45

Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

Dear Sir:

Re: File No. 5141 & 5162

I am in receipt of your notice of the sale of my property on Mayne Island.

As I have previously stated I still have no desire of selling the property and I am sending this letter in protest that the property was sold without my consent.

Also the price placed on the property is preposterously low, which you may see in comparison with the value which I filed with you.

Yourstruly,

Masajiro MINAMIDE,
Reg. No. 14225

KASLO, B. C.
Address

Date

The Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

You have informed me that my property known as Cowichan District - South ½ of North West ¼ of Section 8, Mayne Island has been sold.

As you are aware, I have never consented to the sale nor ratified it but have at all times and do now object to the sale of my property above described. Because, however, I am in destitute circumstances (and because the government has discontinued the advance of maintenance to me) (and because I am now deprived of the income from my said property which I formerly enjoyed) (or asthe case may be), I have to request from you, the proceeds of the sale of the property in order to maintain myself and my family but in doing so I wish it made clear that it is only being accepted under protest and without prejudice to any rights which I have or may have arising out of what I consider the wrongful sale and disposition of my property.

Yours truly,

Masajiro MINAMIDE,
Reg. No. 14225

BC-702-P

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

Farm Appraisal Report

File No. JL-797

Land Description South ½ of NW¼ of Sec.8, Mayne Island.

Containing 80. Acres

Owner's Name MINAMIDE, B. & M. Post Office Address Mayne Island, B.C.

Nearest Rail Point N.A. C.P.R. boats at wharf Distance 1 mile

Market Town Vancouver or Victoria by boat Distance 40 "

Church (give denomination) United Distance 1 "

Nearest School Mayne Public Distance ¼ "

State how property was identified: Road, posts and map.

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

Am doubtful on this point. S.E. corner post found loose in fence on road. Survey necessary to prove access.

Is this district a good one? The Island has very limited opportunities.

Employment opportunity Very limited. Some farm work and local fishing.

Predominating Nationality and religion: British; Protestant.

Describe Fencing and its condition: Old rail and pole - negligible. Value $

Water supply: 2 shallow wells. Adequate for domestic use. Value $

BUILDINGS ON FARM

5744 – 5762

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
Rebuilt HOUSE	24 x 32	Frame	9'	Shgl.	Rebuilt 5	Wood	Good	300.00
Greenhouse	20 x 40	Glass & sash	6-10	Glass	3-4	"	"	68.00
" "	40 x 160	" " "	6-10	"	3-4	"	"	544.00
" "	40 x 80	" " "	6-10	"	3-4	"	"	272.00
Poultry house	12 x 76	Frame	7'	Shke.	10-15	"	Poor	Salvage
Incubator "	12 x 60	"	6'	"	10-15	"	"	Salvage
Root house	12 x 22	"	10'	"	5-6	Rock	Good	40.00
GRANARY	x							
	x							
	x							
	x							
	x							
(In addition there are two other small sheds - not assessable)								

Total present day value $ 1224.00

Total Value Buildings add to farm $ 856.80

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? I am creditably informed that this house was built from second-hand lumber. It is occupied by hired man. $

Describe the basement and chimneys: No basement. Stove pipe chimney.

No. rooms downstairs? 5 Upstairs? - How finished Shiplap

Are buildings painted? No. Condition of paint -

Distance from nearest bush All clear.

EXHIBIT NO. 474 – 8
DATE 25 mar 1948
FILED BY J. W. J. Hunter

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4.	Almost level	Light clay loam with shale-6-8"	Shaly clay	Old sod and includes building sites.	60.	240.00

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

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

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

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
Est. 8.	Fairly level	Lt.clay 6-8"	Shaly clay	Clear bush	100.00	10.00	80.00

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	
68.	Upland; wooded, with much rock and shale outcrop	Merchantable timber almost nil. Good fuel supply.	5.00	340.00

Total value of Land $ 660.00

Total added by buildings to value of farm $ 856.80

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

Total value of farm $ 1516.80

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

Japanese owner vacated in May. He had been exclusively growing tomatoes. Property now leased to Messrs. Mayers and Ratcliffe.

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

Little opportunity on this land for any other line, unless it were poultry.

Noxious weeds:

Some Canada thistle around the buildings.

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

Provincial Government - Land & School-$13.70.

Date: 20th August 1942.
Place: Victoria, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 14 day of August 19 42

Inspector's Signature "T. GODFREY"

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

JL-797-B.& M. MINAMIDE

Farm Appraisal Report

Remarks: This greenhouse property has been leased through the Custodian till 1945 by Messrs. Mayers and Ratcliffe being part of a total of 10 greenhouse properties on the island, two of which are on rented land. I have not been able to accurately orient the dividing line between B. & M. Minamide and B. Minamide. If, as I think, this parcel does not touch the Public road on the East, though the corner post was found there, then it alone has no legal outlet.

Apart from the land used for buildings and the small cleared field, the balance is upland, bush, much good firewood and much with rock outcrop. I am of the opinion it was acquired for the firewood.

The greenhouses of the usual Japanese light construction have only wood foundation sills and posts and the heating arrangements is by gasoline drum stoves on the ground with stove pipes through the roof. This arrangement appears to have been sufficient to have raised a good crop of tomatoes with the limited available water. Only 1 crop could be grown each year.

As I have been unable to accurately place the dividing line between the two properties, therefore it is possible that some of these buildings may be on the 53.87 acres adjoining on the North and owned by B. Minamide. I very much doubt if the owners could define the actual division line.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

Present Value

$

$

$

$

$

$

$

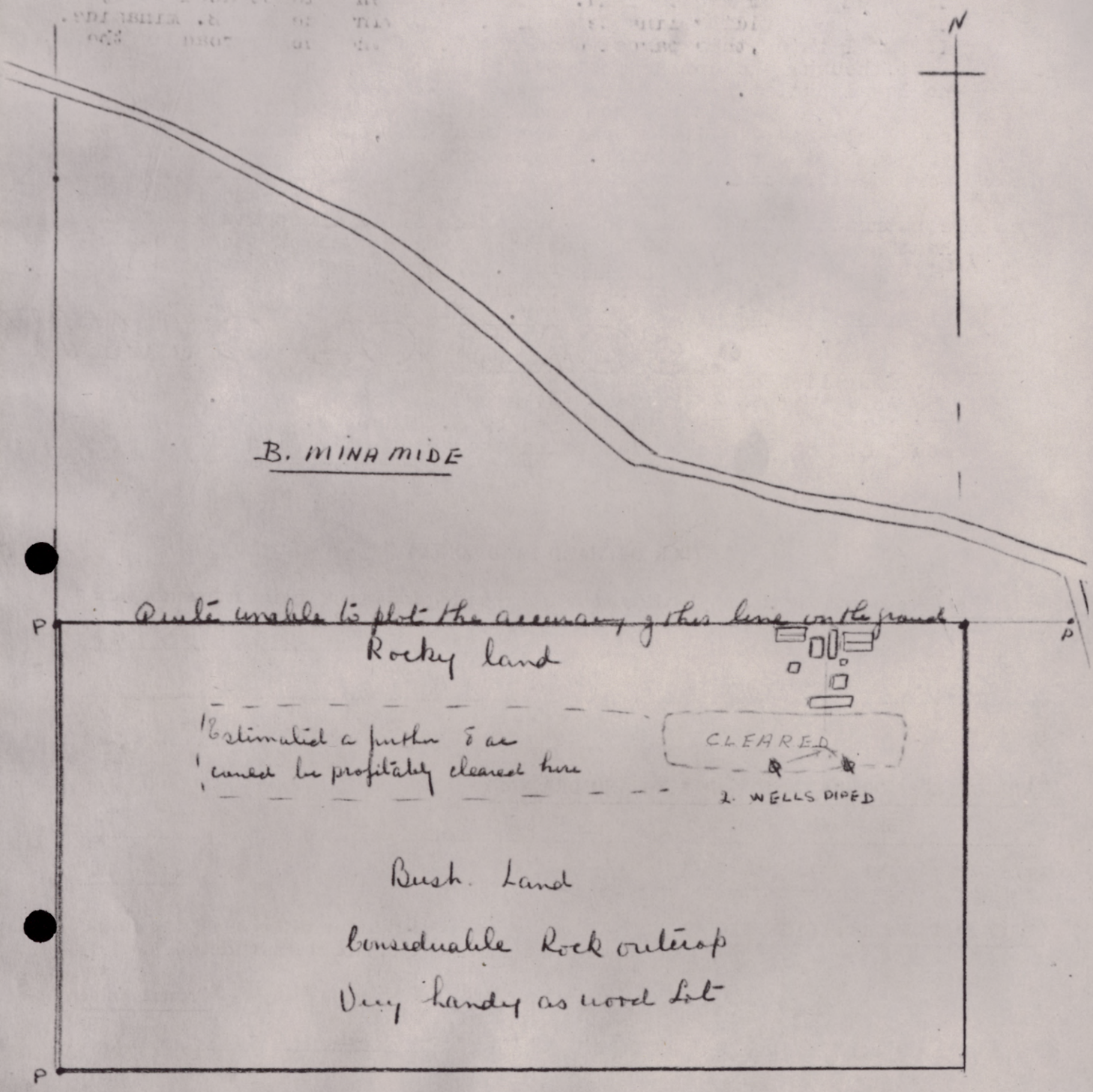
$

$

Total $

Amount fruit trees add to value of farm $

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 1500.00

Date 22nd August 19 42.

"I.T. BARNET"

District Superintendent.

FORM "JP" MAYNE ISLAND, B.C. FILE No.

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.

EXHIBIT No. 474-9
DATE 25 mar 1948
FILED BY A.G. Valve

PERSONAL INFORMATION

NAME: MINAMIDE, Masajiro

HOME ADDRESS: MAYNE ISLAND, B.C.

REGISTRATION NUMBER 14225 SEX: male AGE: 73

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: SELF

MARRIED? yes

NAME OF WIFE OR HUSBAND: ~~KXMXE~~ TOKUYE

ADDRESS OF WIFE OR HUSBAND: MAYNE ISLAND, B.C.

NAMES OF ANY LIVING CHILDREN: NONE

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: Registered as follows:- South $\frac{1}{2}$ of North-west $\frac{1}{4}$ of Section 8 MAYNE ISLAND, COWICHAN DISTRICT.

Owners' Name:- Minamide Bungoro AND Masajiro; Unimproved $\frac{1}{2}$ of above owned by by the first part. Improved $\frac{1}{2}$ of above owned by second part.

2. BUILDINGS AND OTHER IMPROVEMENTS: ~~Dwelling House, Chicken houses,~~ Root House, Packing House, Garage, Wood & Tool sheds, 5 greenhouses total ground space 10,400 sq. ft. with 3500 tomato plants and 3000 tomato plants (in boxes) for outdoor.

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable) 1941 Total taxes paid to Collector MAYNE ISLAND: $13.70 ~~of this $5.00 was paid by the first part.~~

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

6. OCCUPANCY AND LEASES (If vacant so state) IMPROVED portion occupied by self, greenhouses and other buildings. UNIMPROVED portion used by by the first part.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: held by Masajiro MINAMIDE.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: yes Bungoro MINAMIDE

9. IF FARM LAND STATE CROPS SOWN 3500 tomato plants in greenhouses, 3000 plants in beds for FIELD STAKED TOMATOES, Selling price of above crops as at April 7th, 1942:-$850.00

Which includes all EXPENSES(supplies,labour, etc.)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Dwelling House as ~~XXXX~~ heretofore stated on improved portion.

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

See list attached hereto.

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

NONE

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY [redacted]

FORM "JP" FILE No.....

4. INSURANCE CARRIED ON ABOVE PROPERTY:.....

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) $50.00 VICTORY BOND 1951 maturity in owner's possession

8. BANK ACCOUNTS: ROYAL BANK of CANADA, East End Br. Van.
JAPAN AND CANADA TRUST, VANCOUVER.

9. LIFE INSURANCE:.....

10. INTEREST IN ANY ESTATES OR TRUSTS. NONE

11. SAFETY DEPOSIT BOX:.....

LIABILITIES:

1. PERSONAL DEBTS:.....

2. TRADE DEBTS: CROP AGREEMENT with SLADE AND STEWART LTD. VANCOUVER, B.C.
Agreement attached hreto

REMARKS:.....

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.....day of.....1942.

(Signature).....

Witness

FOR DEPARTMENTAL USE.....

Masapin Mineral

1 Hand Cultivator (Planet Jr.)
2 Garden Hoes.
1 Garden Rake.
4 Long handled Shovels.
1 Grass Scythe.
1 Hay Fork.
1 4 prong Manure Fork.
2 Trowels.
3 Grub Hoes.
2 Mattocks.
2 - 50 ft. lengths of ¾ inch Garden Hose (couplings attached)
4 Double Bitted Axes.
2 Handled Sledge Hammers.
2 Common Wedges.
1 Falling Wedge.
1 5½ ft. Cross-Cut Saw.
1 6½ ft. Cross-Cut Saw.
2 Iron Bars.
1 pr. Saw Handles.
1 Hatchet.

1 Brush Scythe.
1 Peavey.
1 set Socket Wrench.
1 Soldering Iron.
1 set Saw Tools.
2. Pipe Wrenches.
1 Monkey Wrench.
1 Crescent Wrench.
1 Gasoline Blow Torch (new).
1 Grass Cutter (Japanese type)
1 Galvanized Watering Can.
1 - 2 gal. Gasoline Can.
2 - 5 gal. Gasoline Can.
1 - Empty Oil Drum (good condition).
2 "Drums - ~~30 gals~~. (Junk)

1 - "Mattoonoak" Drag Saw
4 H.P. Engine No.
Cylinder Head No.
In running order.
3 Oil Drum Heaters. In use in Greenhouses with necessary pipes & dampers.

2 Wooden Wheelbarrows.
6 Nickel & Brass Water Taps.
1 Garden Faucet.
200 ft. Iron Pipes (1 inch) Water system
440 ft. Galvanized Pipes (1 inch.)
180 ft. Iron Pipes (2 inch with necessary ties & elbows etc.
1 V Bottom Skiff - 12 long.
2 prs. Oars.
1 prs. Oar Locks.
1 Mariners' Compass.
2 "Jubilo" Incubators (capacity 300 eggs)
1 "Jubilee Incubator " 500 "
~~2 Spare Wheels (for Truck tires & tubes attached~~

In Possession of R.C.M.P.

1 Ford V 8 Truck - 1935.

2 Spares Wheels (with tires & tubes complete)
10 Hub Bolts.

4 { about } Bodies China Ware.
Cooking Utensils . . .
2 doz. Glass Sealers
10 Kitchen Chairs.
2 Double Beds (Enamelled).
1 Child's Crib
1 "Victor" Phonograph.
1 Square Gate Leg Table.
1 Oblong Table.
1 Dresser (with Mirror)
1 Meat Safe.
1 Wood Heater (one almost new)
1 "Singer" Sewing Machine.
1 Kitchen Stove.
~~1 — 3 gl. Glass Butter Churn.~~
1 ~~Butter Mold.~~
1 2 gal Stone Crock.
1 5 gal Stone Crock.
1
1 set Dress Designing Set.
1 Boxwood (tailors) Square Rule.
1 Yard Stick
1 Curve Rule.

Supplies.

2 cases Greenhouse Glass (new.)
1 " Greenhouse Glass (part used.)
10 sacks Fish Meal (fertilizer)
Shooks to make 225 Tomato Crates
1415 Tin Top Baskets for Crates.
1 Drum (30 gals.) Fuel Oil.
40 lbs Box Nails
90 lbs Blued Nails
500 (approx.) #1 Flooring (1x4 2 1/x6)
3 6 inch Stove Pipes (new)
75 lbs. (more or less) Green Tomato Strips.

Carpenters' Tools.

2 Hand Hammer.
2 (rip) Hand Saw.
2 (cross-cut) Hand Saw.
2 Screw Drivers.
1 Steel Squares.
1 Sliding Tee Bevel.
5 Planes
1 Cold Chisels.
1 Plumb & Level.
3 Chisels
1 Wood File.
1 Auger Brace.
1 set Auger Bits
1 Expansion Bit.