Name of Claimant ITO, Kenneth Eichi, Claiming as sold beneficiary of (father) ITO, Nakazo (Decd) Case 560

Custodian File 3269

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	
					969.		775.20				775.20

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	

TOTAL RECOMMENDATION	775.20

CASE NO. 560.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 11th, 1948.

IN THE MATTER OF THE CLAIM OF
KENNETH EICHIE ITO.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 560.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE L.H. STACK, SUB-COMMISSIONER).

Lethbridge, Alberta,
August 11th, 1948.

IN THE MATTER OF THE CLAIM OF
KENNETH EICHIE ITO.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

MISS LILLIE THOMAS,	Secretary.
MRS. LUCIE HANDFORD,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

THE SECRETARY: Case No. 560, Kenneth Eichie Ito.

KENNETH EICHIE ITO, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Ito, you represent the estate of your father, do you not, Mr. N. Ito?

A Yes, sir.

Q Can you tell us when your father died?

A December 6th, 1946.

Q 1946? AP Yes.

Q And I believe he left a will appointing you as sole executor? A: Yes.

Q Is that correct? A: Yes, sir.

Q And also as sole beneficiary?

A Yes, sir.

MR. HUCKVALE: The will incidentally I have, but as it was drawn in my friend's firm I have no doubt that he will admit it.

MR. RICE: I don't know why I should admit it.

MR. HUCKVALE: Just look at it.

MR. RICE: I believe that could be an original will.

MR. HUCKVALE: Q: And the property with respect to which you are claiming is described as Lot 1 of Section 4, Range 2 East, North Division of Salt Spring Island, Cowichan District, Plan 3769, is that right?

A Yes, sir.

Q Now with respect to that real property, Mr. Ito, I want you to take a look at that form (indicating),

if you will? A: Yes, sir.

Q Have you read that over?

A Yes, sir.

Q And is that your signature on it?

A Yes, sir.

Q And so far a syou can tell, are the particulars in it true and correct?

A Yes, sir.

MR. HUCKVALE: I tender that.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Perhaps my friend would produce the appraisal on behalf of the Crown now.

(APPRAISAL REPORT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: I believe you carried insurance on the house which is described in the form, Exhibit 1? A: Yes, sir.

Q Is this the policy of insurance?

A Yes.

MR. HUCKVALE: That shows, sir, a thousand dollars being carried on the dwelling for a term of three years from the 16th of May, '37, to the 16th of May, 1940.

(POLICY MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now did you have an incubator house on this farm? A: Yes.

Q Was there anything special about it?

A Well it is a special building; it is built different from any other buildings.

Q Well is that type of building more expensive or cheaper? A: It is more expensive.

Q Can you tell us why it is more expensive?

A Well it isn't just ordinary boards, it isn't just outside and inside, there is sawdust and wallpaper and it is all filled to keep it warm.

Q In other words, it has to be specially insulated, is that correct?

A Insulated, yes.

Q Now, apparently your father was on the place since 1928, Mr. Ito?

A No, we haven't lived there in '28.

Q When did your family move out to the place?

A It was around 1930.

Q And can you remember that far back?

A Oh yes.

Q You are old enough to remember 1930?

A Oh yes.

Q What kind of a living did this farm produce for you and your family, or your father and his family?

A Well, mostly berries, asparagus and strawberries.

Q How big a family were you?

A There was six of us.

Q Six children? A: Yes.

Q And your father and mother? A: Yes.

Q Well did you live well; did you have enough to eat and have enough clothes to go to school in, and that sort of thing?

A Well there is only about four left, two or three died.

Q During those years was there a comfortable living made for you? A: Yes.

Q Off this farm? A: Yes.

Q Was there any revenue for your family outside of the farm, or did you make all your living out of the place? A: Just out of the place.

Q Now you tell us that you kept about 2000 poultry?

A Yes.

Q What happened to that? A: We sold it all before we evacuated.

Q Now, Mr. Ito, you are claiming for some chattels, are you not? A: There is no chattels.

Q What are you claiming for then, apart from your land? You are claiming for some chattels which you describe as incubators, isn't that right?

A Wouldn't that come under property?

Q Well, I think you can accept my word for it that that can be described as chattels. Will you take a look at that form (indicating), and read it over?

A Yes.

MR. HUCKVALE: I might point out here, sir, that the claim, and I am talking about chattels only, is being reduced by 50%.

THE SUB-COMMISSIONER: 50%?

MR. HUCKVALE: Yes, the chattel claim.

THE SUB-COMMISSIONER: Yes.

MR. HUCKVALE: And it is so stated in the form that I am about to file.

Q Have you read that form, Mr. Ito?

A Yes.

Q And are the particulars you have given in it true and correct? A: Yes, sir.

Q And you have signed it?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: And perhaps my friend will file the personal property analysis now.

(ANALYSIS MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q Now, Mr. Ito, one of these incubators on your place belonged to another chap?

A Yes, sir.

Q Is that correct? A: Yes, sir.

Q What was his name? A: T. Murakami.

Q And when you claimed, the claim that you filed, you had a claim in for this incubator, too?

A Oh yes, we had the use of it and we had to claim it and then we were going to pay it back.

MR. HUCKVALE: That, of course, is one reason why we are reducing the claim. Now I want to point out to my friend that according to the notation on the analysis, these incubators are not accounted for by theft or otherwise and I observe that in the summary of auction sales there have been sold four complete brooders. Now I am just wondering whether or not there has been some confusion between brooders and incubators because I confess I can't see the difference.

MR. RICE: They are different articles entirely.

MR. HUCKVALE: My friend is a farmer and I am not.

Perhaps he can tell me the difference between an incubator and a brooder.

MR. RICE: . I wouldn't be too sure about the brooder house but the brooder house has a brooder stove and is used after the chicks are taken out of the incubator.

MR. HUCKVALE: Q: But the brooder house is a great big affair, has heaters and everything else?

A Yes.

THE SUB-COMMISSIONER: The incubators are where the eggs are hatched, and the brooder is where the chickens are taken care of after they are hatched.

MR. HUCKVALE: Yes, but on this form, or on this farm of his, he had a brooder house especially constructed on the place and it certainly wouldn't be a chattel and yet in this list of chattels sold there are four brooders shown. Now they are certainly not talking about brooder houses and I want to state it for the record that I think there has been an error made there and that they sold these incubators and put them down as brooders.

THE SUB-COMMISSIONER: It would appear so.

MR. HUCKVALE: Q: Would you answer Mr. Rice, please.

MR. RICE: I am submitting, your Honour, that the land was sold at its fair market value.

I am submitting that the chattels that were sold were sold for their fair market value. I am submitting that the brooders claimed for ---

MR. HUCKVALE: --we are claiming for incubators.

MR. RICE: Excuse me, the incubators claimed for by the

claimant were never declared and the Custodian is not responsible for the same. If he is, the prices claimed are exorbitant.

I wish to tender this as an exhibit, sir, claim on real and personal property. That analyses the claim.

(ANALYSIS MARKED EXHIBIT NO. 6).

THE SUB-COMMISSIONER: What is that that you are filing now?

THE SECRETARY: It is a claim on real and personal property.

MR. HUCKVALE: It is a statement giving the appraised vadue according to the Custodian, the assessed value, and a few other things.

MR. RICE: Yes, that is a claim on real and personal property that we are filing.

CROSS-EXAMINATION BY MR. RICE:

Q Well, for my learned friend's education a brooder is a metal arrangement that surrounds a small stove, is it not? A: Yes, sir.

Q And where young chicks gather under there to keep warm? A: Yes.

Q And the incubator is a place or a contraption made for the hatching of eggs?

A Yes, sir.

THE SUB-COMMISSIONER: Are all brooders of the same size and type?

MR. RICE: No, sir, there are some that are cheap and some that are expensive.

Q That is right, is it not, witness? Are they not large sizes and small sizes?

A They are all different sizes.

Q And different types of stoves, some stoves are oil stoves, others are coal stoves that go through the roof, and some have protection for chickens and others have not? This wasn't an electric affair or anything like that, was it?

A No, it was the Dutch oven type.

MR. HUCKVALE: I am trying to tell you that this was a built-in affair; if you would read the real property form you would find that out.

MR. RICE: He didn't have six brooders that were built-in affairs.

MR. HUCKVALE: We are not claiming for that either.

MR. RICE: Q: I believe you wrote the Custodian's office from Magrath, Alberta, under date of September 14th?

A Yes, sir.

Q Is that your signature to that letter (indicating)?

A Yes.

Q That is your signature?

A Yes, that letter has been written for my dad.

Q This letter was written for your dad?

A Yes.

Q Well, this is meant for your dad's signature, is it? A: Oh, that is my writing.

Q You wrote it for your dad?

A Yes.

Q Oh, I see. I wish to tender that letter as an exhibit, your Honour.

(LETTER MARKED EXHIBIT NO. 7).

MR. RICE: Q: Did you turn over this property to Mr. Mowat to look after for you when you left?

A No, there was an agreement made to Mr. Cousens, that was through the Custodian, I believe.

Q A lease agreement, I take it, you mean?

A Yes, it is a lease.

Q This letter reads: "Checking over the letter form of sales at the Salt Springx Island auction sales, the incubators has been not mentioned. Can you or will you please let us know what actually happened to them, 2 small Buckeye, 2 medium Queen, 1 large Jubilee, also the gas stove range. We would like to hear from you in regard to this matter. Will you please kindly let us know or give us any information in receiving the money from the auction sales." The Custodian wrote you an answer to that letter, did he not? A: Well, I don't actually remember right now but I believe I did get a reply.

Q I refer to a copy of a letter of September 22nd, 1944, addressed to your dad at Magrath, Alberta, "Thank you for your letter of September 14th asking for further information about the disposal of some of your belongings. We have the following to report.

Gas stove range. This was sold to the tenant at a net sum of $24.20 being the appraised price less expenses as set by an

"independent appraiser. There should have been added to the proceeds of sale of effects disposed of at auction giving you a net credit of $160.31. We are enclosing herewith our cheque for $100.00 in answer to your request for funds.

Turning to the incubators which you mentioned we find no reference to these having been declared by you. They do not appear on the list signed by you and Mr. Cousens received here on April 24th, 1942, nor on the inventory taken by Mr. Mowat shortly afterwards. Before we write to Mr. Mowat and make further inquiries, we think that you should give us further information as it seems curious that there has been no previous reference to this equipment on our files."

Do you recall receiving such a letter as that?

A Yes, I received a letter and I answered it back.

Q Of which this(indicating) is a copy?

A Yes.

Q You received that? A: Yes, I received it.

MR. RICE: I wish to tender that, sir.

(LETTER MARKED EXHIBIT NO. 8).

MR. RICE: That is all, thank you.

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

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

"S.R. Howard"; Official Reporter.

Certified correct.

Sub-Commissioner.

NOV 21 1947 Case No. 560

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

7248
ACKNOWLEDGED

Letter

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

(1) NAME KENNETH EICHIE ITO (RCMP) Reg. No. 09481
(Print) Surname Given Name

(2) Pre-Evacuation Address Ganges, Salt Spring Island, B.C.

(3) Present Address Magrath, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) ____
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
One (1) of Section four (4) Range two (2) East, North Division of Salt Spring Island, Cowichan District, Plan 3769

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
(ii) Residence Type of business Berries, Vegetables. Poultry.
(iii) ~~Business~~
(iv) ~~Any other type of property~~ (describe) ____

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Sole Owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - $ 1000.00

(ii) Buildings - - - - - - - - - - - - - - - $ 2500.00

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - ~~$ 7544.00~~ $

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $3500.00

(v) Amount at which Custodian sold property and credited your account - - $ 968.10

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 2531.90

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
Incubator left in incubator house.

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

(c) How stored or packed at time of evacuation Left standing.

(over)

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

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

1.		Estimated Value $
2.	~~One~~ (1)	Estimated Value $
3.	Five (5) Incubators.	Estimated Value $ 250.00
4.		Estimated Value $
5.		Estimated Value $
6.		Estimated Value $
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 250.00

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 2781.90

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

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes. No.

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA,
of)
TO WIT:)

I, Kenneth Eichie Ito of the
of Magrath in the Town
DO SOLEMNLY DECLARE THAT: Province of Alberta

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

DECLARED before me at the
of Town
in the Magrath
Province of
this Alberta
17th day of
A.D. 1947. November

Kenneth Eichie Ito

A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

ITO K. E.
(Claimant's Name)

REAL ESTATE
(Farm Land)

09481
Reg. No.

Re: Estate of N. Ito

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	4.9	1928	Nan Cathrop	$490.00	All bush	Nil	$3500.00
Cultivated and not in crop							
List Crops							
Strawberry, Raspberry etc. 3 acres							

Total

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

Description	When Made	Cost
Clearing 3 acres	~~1929-34~~	$600.~~00~~
3 Wells (each about 25' deep) 2 cribbed	1929-34	300.00

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
House	24 x 36	Frame	1930-31	$1000.00		$750.00	$250.00	$1500.00
Brooder House	14 x 21	"	1932	60.00		50.00	50.00	60.00
Brooder House	18 x 48	"	1932	200.00		100.00	100.00	200.00
Poultry House	18 x ~~120~~ 120'	"	1932	300.00		250.00	150.00	400.00
Poultry House	18 x 60	"	1934	200.00		100.00	75.00	225.00
Feed Shed & Garage	48 x 14	"	1934	80.00		75.00	55.00	100.00
Wood Shed.	12 x 18	"	1931	25.00		25.00	25.00	25.00
								2510.00

EXHIBIT No. 560-1
DATE Aug 11/48
FILLED BY W. R. Brackenridge

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

Brooder house 18 x 48 had a concrete dutch oven which heated whole building. This was built in 1934 at a cost of approx. $100. for materials alone. Appraiser fails to mention it. House was insured in 1940 for $1000. House had electricity installed. In computing labour I have only taken approximately $2. per day per man for own work.
In his lifetime on this place my father kept each year about 2000 poultry. Berries and vegetables were profitable each year and there was a good market in Victoria and Vancouver. My father was a very skilled carpenter and all buildings were erected under his supervision. There were no roof leaks in house when we left.

Kenneth Ito
Signature

BC-708-P
BC-2079-B

BC/708-P
BC/2079-B

Page 1

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

COPY

Farm Appraisal Report

File No. J.L.780

Land Description Lot 1 of Sec.4, Rge.2E, Plan 3769, North Salt Spring Island,

Containing 4.9 Acres

Owner's Name Nakazo ITO Post Office Address R.R.Ganges

Nearest Rail Point N.A. C.P.R.Boats at wharf Distance 1¼ miles

Market Town Vancouver or Victoria by boat Distance 40 "

Church (give denomination) Protestant at Ganges Distance 1¼ "

Nearest School Ganges Consolidated Distance 1¼ "

State how property was identified: One post, roads and map

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

Yes. A gravelled public road is the west boundary.

Is this district a good one? Considering the Island limitation, it is fair.

Employment opportunity Very limited. Farms, some fishing and in the woods.

Predominating Nationality and religion: British; Protestant

Describe Fencing and its condition: Hay woven wire; some picket - good Value $

Water supply: There are 3 shallow wells; adequate for home use. Value $

BUILDINGS ON FARM

7288

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 36	Frame	18'	Shingle	12-15	Wood	Fair	$ 800.00
Brooder house	14 x 21	"	7'	"	12-15	"	"	10.00
" "	18 x 48	R.Lumber	7'	Shake	12-15	"	Poor	salvage
BARN	x							
Poultry house	18 x120	" "	7'	"	15	"	Fair	150.00
BARN	x							
Poultry house	18 x 60	" "	7'	"	15	"	Poor	75.00
GRANARY	x							
Feed house	18 x 24	Frame	8'	"	12-15	"	Fair	20.00
Cabin & poultry shed	x 24 x 24	"	8'	"	12-15	"	"	75.00
Woodshed	12 x 18	R. Lumber	8'	"	12-15	"	"	5.00

Electric light installed in house

Total present day value $1135.00

Total Value Buildings add to farm Poultry buildings - heavily discounted $ 800.00

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? Though of light construction, with few roof leaks easily repaired, the house can be made comfortable $ 25.00

Describe the basement and chimneys: No basement; brick chimney to ground; open fireplace.

No. rooms downstairs? 5 Upstairs? 2 How finished V.Joint and papered

Are buildings painted? House only Condition of paint Fair

Distance from nearest bush Clear

EXHIBIT NO. 560-2
DATE Aug. 11/48
FILLED BY G.R.G. Rice

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3	With gentle fall south	Shaly soil some clay 8 - 10"	Shaly sub-soil	Raspberries; strawberries and asparagus	$60	$ 180.00

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

Area Unsuitable for Cultivation.

ACRES	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	TOTAL
1.9	Consists of shale knolls or banks	Just scrub - good enough for poultry	$5.00	9.50

Total value of Land $ 189.50

Total added by buildings to value of farm $ 800.00

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

Total value of farm $ 989.50

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

Rented to Mr.R.H.Cousins from April at $25 per month. Tenant, now that all crops are off, is wondering how he will live till next year's crop is harvested.

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

In my opinion poultry with present crops would be the best combination and would preserve fertility.

Noxious weeds:

Canada thistle bad; being controlled as well as possible.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Provincial Government - land & school - $5.60.

Date: August 18th, 1942.
Place: VICTORIA, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 7th **day of** August **19** 42.

Inspector's Signature "T.GODFREY"

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

Farm Appraisal Report

Remarks: Situated on Salt Spring Island. The location has little to boost it, facing south and on to a shaly wooded hillside. The house is habitable; three wells show how limited water is. For years the Japanese owner was in poultry during which time he appears to have cleared all worth-while land and hauled off and piled along his south and east fence many hundreds of tons of shaly rock. I am creditably informed he has only handled his present crops about three or four seasons. In my opinion the lifetime of his asparagus and raspberries will be decidedly limited owing to the shaly nature of the soil. I believe early potatoes and peas would do well here. It would be a difficult place for a white man to get a living from, and the Island offers very limited employment opportunities.

(FOR ORCHARD LANDS ONLY)

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

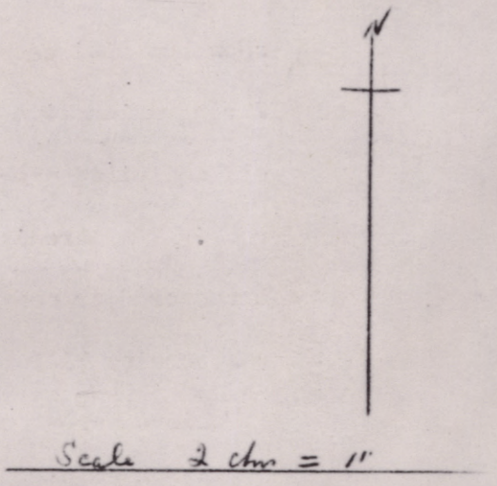
ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

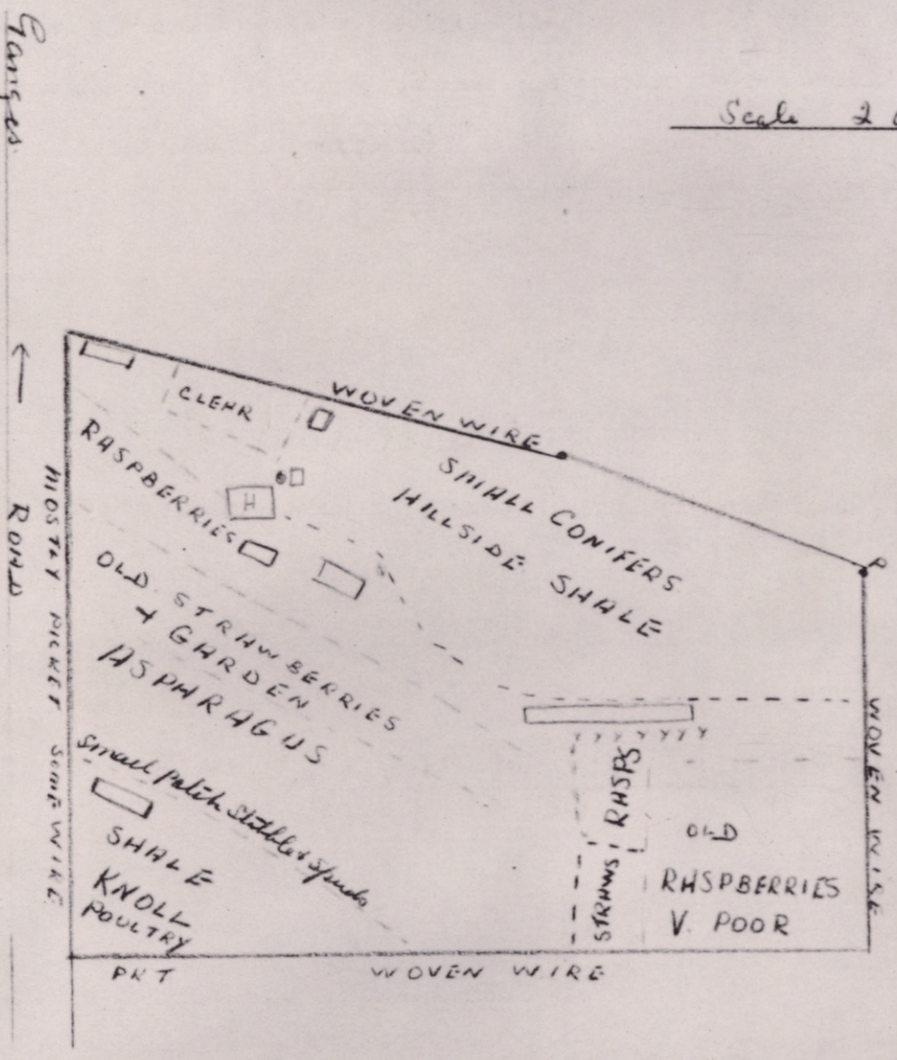
ORCHARDS, SMALL FRUIITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

	Present Value
There are a round dozen apple trees bearing around the	$
buildings.	$
.60 acs asparagus	$
2 short rows of logans	$
.50 strawberries - first year.	$
.75 raspberries.	$
A patch of oat hay and potatoes.	$
	$
	$
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 $ 900

Date 19th August 19 42.

"I. T. BARNET"
District Superintendent.

NORWICH UNION FIRE

INSURANCE SOCIETY LIMITED

OF NORWICH, ENGLAND

E. M. WHITLEY
~~W. A. THOMSON~~
GENERAL MANAGER FOR CANADA
T. JAMES, C. A.
SECRETARY

F. W. LAMONT
C. C. PAULL
ASSISTANT MANAGERS

HEAD OFFICE FOR CANADA - TORONTO
NORWICH UNION BUILDING, 12 WELLINGTON ST. EAST

AGENCY Victoria, B.C. POLICY Nº 9911191

REPLACING INTERIM RECEIPT Nº	REPLACING POLICY Nº	CANCELLED	REPLACING POLICY Nº	EXPIRED
			9887 847	

SUM INSURED	RATE	PREMIUM	TERM	FROM NOON	TO NOON
$ 1,000.00	2.00	$ 20.00	3 yrs.	16th.May 1937	16th.May 1940

Whereas - - - - - - - - - - - - N. ITO - - - - - - - - - - - - - - - - - -

(hereinafter called the Insured) having undertaken to pay to the NORWICH UNION FIRE INSURANCE SOCIETY LIMITED (hereinafter called "The Society") the amount of premium above stated, "The Society" in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, and subject to the conditions and stipulations contained herein or endorsed hereon, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely:

$ 1000. On the building only of the 1½ story building built of wood

roofed with shingles and its additions communicating and in contact therewith, foundations, landlords' permanent fittings and fixtures attached thereto and forming part thereof, including fences, frescoes and plate glass, only while occupied as a Private dwelling, on Part of S½ of Lot "B", Section 4, Range 2, East, North Salt Spring Island

situate and being No. on the side of Street in Province of British Columbia 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.

$ Nil On Household Furniture. supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, only while contained in 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.

Not exceeding ten per cent. of the amount insured under the household furniture item of this policy may at the option of the Insured be extended to cover ordinary household contents while contained in outbuildings on the same premises, it being understood that the total liability shall not exceed the amount insured under the said household furniture item.

$ On the building only of the story building built of

roofed with and its additions, communicating and in contact therewith, only while occupied as and situate

$ On

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

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

EXHIBIT No. 560-3
DATE Aug. 11/48.
FILED BY W R Hackwood

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

Further insurance, warranted concurrent herewith, as follows:—

Permission granted to make alterations, additions or repairs.

In Witness Whereof, I, the General Manager and duly authorized Attorney of the said Society in Canada, have hereunder set my hand, but this policy shall not be valid until countersigned by an official or duly appointed agent of "The Society."

Dated and countersigned at Victoria, B.C. this 16th day of May 19 37

Wm. A. Thomson

GENERAL MANAGER FOR CANADA

Countersigned MEISTERMAN, FORMAN & CO.

Per T. Hammond

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

STATUTORY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) that the account is just and true;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REMOVAL

The property insured under this Policy having been removed to the ..... *story building built of* ..... *and roofed with* ....., *occupied* ..... *situate No.* ..... *on the* ..... *side of* ..... *Street,* ..... *it is hereby declared that such property shall in future be held insured in the above described building and not elsewhere.*

Additional Premium $ .....

Endorsement Book ..... *Folio* .....

By .....

Date, ... *19* .....

FORM OF ASSIGNMENT

For value received ..... *hereby transfer, assign and set over unto* .... *of* ..... *the** ..... *of the Property, all* ..... *right, title and interest in this Policy of Insurance, and all benefits and advantages to be derived therefrom.*

Witness ..... *hand and seal at* ..... *this* ..... *day of* ..... *19* .....

Signed, Sealed and Delivered in the presence of .... {L.S}

* Purchaser, or Mortgagee, "*as the case may be.*"

CONSENT

The NORWICH UNION FIRE INSURANCE SOCIETY LIMITED, *hereby consents to the above assignment, subject, however, to all the provisos, conditions and stipulations in the said Policy contained therein or endorsed thereon** ...., ...

Endorsement No. ....

* NOTE.—If assignment be made to a Mortgagee, or as collateral only, insert the words: "*The Insurance thereunder continuing in the name of the assured, with loss (if any) payable to assignee, as interest may appear.*"

FORM OF ASSIGNMENT

For value received ..... *hereby transfer, assign and set over unto* .... *of* ..... *the** ..... *of the Property, all* ..... *right, title and interest in this Policy of Insurance, and all benefits and advantages to be derived therefrom.*

Witness ..... *hand and seal at* ..... *this* ..... *day of* ..... *19* .....

Signed, Sealed and Delivered in the presence of .... {L.S.}

* Purchaser, or Mortgagee, "*as the case may be.*"

CONSENT

The NORWICH UNION FIRE INSURANCE SOCIETY LIMITED, *hereby consents to the above assignment, subject, however, to all the provisos, conditions and stipulations in the said Policy contained therein or endorsed thereon** .....

Victoria, B.C. 16th May 37

...., ...

Endorsement No ....

* NOTE.—If assignment be made to a Mortgagee, or as collateral only, insert the words: "*The Insurance thereunder continuing in the name of the assured, with loss (if any) payable to assignee, as interest may appear.*"

BRITISH COLUMBIA

NORWICH UNION FIRE INSURANCE SOCIETY LIMITED OF NORWICH ENGLAND

FOUNDED 1797



NORWICH CATHEDRAL

Policy No. 9911191

Insured N. ITO

Amount $ 1,000.00

Premium $ 20.00

Expires 16th. May 1940.

HEISTERMAN, FORMAN & CO.
GENERAL AGENTS
VICTORIA, B. C.

SALT SPRING LANDS, LTD.
GANGES, B. C.

THOMPSON & SONS LTD. TORONTO

CANCELLATION

Received of NORWICH UNION FIRE INSURANCE SOCIETY LIMITED, ... Dollars, being return Premium, in consideration of which this Policy is hereby cancelled and surrendered

Agency ..... 19 .....

$ .....

SIGNATURE OF INSURED. [L.S.]

SIGNATURE OF PERSON OR COMPANY TO WHOM LOSS IS PAYABLE. [L.S.]

ITO, K. E.
(Claimant's Name)

PERSONAL CHATTELS

09481
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
5 Incubators					
3 large "	1933	New	$60.00 each	Good)	$250.00 less
2 small "	1934	"	35.00 "	")	depreciation of 50%

Description of Storage of Goods:

Left in Incubator House

General Statement as to Chattels not Described above:

Additional Comments, if any:

Above Incubators were in good working condition at date of evacuation.

EXHIBIT No. 560-4
DATE Aug 11/48
FILLED BY W. R. Hackwood

Kenneth Ito
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 3269 EXHIBIT No. ___

NAME Nakazo ITO, Deceased. REG. No. 10091

DATE
DECLARATION 6/4/42
EVACUATION 13/9/42

INVENTORY
TAKEN BY G. C. Mouat
DATE May 26/42.

DETAILS OF CLAIM

SALES — AUCTION | TENDER &c

SOLD WITH REAL PROP.

DECL. NOT FOUND

1½ Ricks Wood
1 Square Shovel
2 Hoes
1 Garden Rake
1 Spud Digger
1 Dutch Hoe
1 Mattock
1 Sickle
1 Grub Hoe
1 Shovel
1 Hay Fork
1 Axe
1 Cultivator
1 small Scale
1 large Scale
2 Wheelbarrows
100 Asparagus Boxes
15 Strawberry Crates
169 Hallocks (?)
34 Jam Crates
15 Pails
1 Grindstone
Wood
1 Stove
2 Cupboards
2 Linoleum
6 Chairs
1 Mirror

1 Stove
1 Gas Stove
2 Cupboards
1 Linoleum
13 Chairs
5 Tables
2 Oil Cloths
2 Table Cloths
3 Coal Oil Lamps & Chimney
1 Aluminum Kettle
5 Pots
2 large Preserving Kettles
5 Frying Pans
2 Crocks
4 Pails
1 Washtub & Board
1 Boiler
1 Mop, Broom, Dustpan
3 Vinegar Crocks
1 Bamboo rice container & 4 tiered China box
2 Bamboo Baskets
1 Crock Mixing Bowl
3 Lanterns
2 Coal Oil Tins
1 Pyrex Perculator
6 Porridge Plates
6 Large Gold Rimmed Plates
5 Mixing Bowls
2 Face Basins
1 Alum. Dishpan & Dipper
2 Meat Platters
4 Glass Bowls
1 Bread Pan
2 Cake Tins
4 Teapots
2 sets Sugar Basins & Milk Jugs
1 Milk Jug
8 Cups & Saucer sets
18 Rice bowls
8 Bread & Butter Dishes
42 Saucers
20 Japanese Teacups
6 Fruit Dishes
28 Plain Cups
1 Knife Sharpener
1 Clock
4 Glass Cups
5 small Glass Cups
8 Whisky Glasses
2 Soy Sauce containers
6 Pie Plates
11 Plates
4 Drinking Containers
1 Pyrex Pie Plate and Measuring Cup
6 Pyrex Custard Cups & Tray
1 Lemon Squeezer
1 Serving Tray
2 Thermos Flasks
7 Brushes
3 Forks

5 Incubators $250.00

Amt. of Pers. Prop. Claim $250.00

Claim is only for

Summary of Auction Sale:

8 Beds complete	$ 14.00
China Cabinet	23.00
Lumber	45.00
Stove	7.00
2 Kitchen Cabinets	9.00
Scales	4.50
Weed Cultivator & Attachments	5.00
1 Cultivator	6.00
Mail Box	3.50
4 Complete Brooders	4.00
Furniture	9.35
K$tchenware	5.25
Tools	28.00
Miscellaneous	14.40
Gross proceeds Auction Sale:	$178.00
Less charges	41.89
Net proceeds Auction Sale:	$136.11

Summary of Other Sales:

Kitchen Stove	$25.00
Gross proceeds Other Sales:	$25.00
Proportionate share of appraisal fee	.80
Net proceeds Other Sales:	$24.20

No. 3269 EXHIBIT No. _____ CASE No. _____

No. 10091 VENUE Lethbridge.

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	REMARKS
TION	TENDER &c							
Claim is only for Incubators						✓		This evacuee did not declare any Incubators, nor were any listed in Agent's (G. C. Mouat) Inventory, made May 26/42. In his letter (Sept. 14/44) first referring to Incubators, Nakazo ITO listed 5, one of which he stated belonged to "T. Murakami" (File 3277). Murakami declared one Incubator which was sold by Auction for $5.50 on Nov. 3/43, leaving 4 Incubators declared (Sept. 14/44) by Nakazo ITO unaccounted for.
4.00								
3.00								
5.00								
7.00								
9.00								
4.50								
5.00								
6.00								
3.50								
4.00								
9.35								
5.25								
8.00								
4.40								
8.00								
1.89								
6.11								
$25.00								
$25.00								
.80								
$24.20								

EXHIBIT No 560-5
DATE Aug. 11/48
FILLED BY E. A. Rice

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 3269 EXHIBIT No.

NAME Nakazo ITO, Deceased. REG. No. 10091

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
Declaration	Taken By G. C. Mouat.		AUCTION	TENDER &c		
Evacuation	Date May 26/42.					

9 Teaspoons
5 Dessert Spoons
1 Sifter
3 Egg Beaters
1 Stove Lifter
2 Potato Mashers
1 Wire Toaster
6 SOS pot Cleaners
1 Electric Heater
3 Can Openers
3 Mixing Spoons
1 Paring Knife
1 Cake Turner
1 Soap Container
1 Grater
1 Coffee Strainer
6 Kitchen Knives
1 Muffin Tin
1 Carving Set
6 Knives
1 Sink
9 Beds
1 Dresser
1 China Cabinet
1 Linoleum
1 Mirror
1 Sewing machine
1 light shade & 11 Bulbs
1 set Barber Shears
1 Gramophone & Records
1 Fire Guard
3 Ash Trays
Quilts & Clothing
Lumber
2 Enamel (?)
5 Paint Brushes
2 6' Pipes
2 Wool Carders
1 can floor enamel
1 bush scythe
1 Spray Pump
5 long Hoes
1 Garden Rake
3 Potato Diggers
1 Dutch Hoe
1 Japanese Rake
1 Ice Hook
3 Small Hoes
3 Japanese Mattocks
3 Sickles
1 Brush Hook
1 Grub Hoe
4 Shovels, 1 hay fork
2 Jap. Hoes, 1 Hatchet
4 Axes, 2 Cultivators
2 Wrenches, 1 Scale
2 Draw Knives
1 Fishing Rod
3 Incubator Lamps
2 Scales, 1 Peavey
2 Crow Bars
2 Sledge Hammers
3 Wedges
2 Wheels

Vancouver, B. C., May 25/48.
RGB/P.

3269 EXHIBIT No. _____ CASE No. _____

0091 VENUE Lethbridge.

ES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	REMARKS

8/3269.

ANALYSIS OF PERSONAL PROPERTY

Date May 24/42.

9 Teaspoons
5 Dessert Spoons
1 Slicer
3 Egg Beaters
1 Stove Lifter
2 Potato Mashers
1 Wire Toaster
6 2QC pot Clamps
1 Electric Heater
3 Can Openers
3 Mixing Spoons
1 Paring Knife
1 Cake Turner
1 Soap Container
1 Grater
1 Coffee Strainer
6 Kitchen Knives
1 Muffin Tin
1 Sewing Box
[illegible]
1 Saw
7 Axes
1 Drawer
1 Office Swivel
[illegible]
1 Mirror
1 Settee spring
1 Light shade & 11 Bulbs
1 set Barber Shears
1 Gramophone & Records
[illegible]
1 Set Keys
Quilts & Clothing
Lumber
2 Enamel (?)
5 Paint Brushes
2 6# Pipes
2 Wash Benches
1 Set float swivel
1 Lawn scythe
1 Spray Pump
5 Leaf Rakes
1 Garden Rake
3 Potato Diggers
1 Dutch Hoe
1 Japanese Rake
1 Ice Hook
[illegible]
[illegible]
3 Sickles
1 Brush Hook
1 Grub Hoe
[illegible]
2 Sq. Nose, 1 Mortise
4 Axes, 2 Cultivators
2 Wrenches, 1 Scale
2 Drew Knives
1 Planing Rod
[illegible]
2 Scales, 1 [illegible]
2 Crow Bars
2 Sledge Hammers
3 Wedges
2 Mauls

EXHIBIT NO. _____

Aug. 11, 1948.

G. E. A. Rice.

CLAIM ON REAL AND PERSONAL PROPERTY

File 3269

Claimant: Kenneth Eichie ITO, sole beneficiary of Estate of Nakazo ITO, Deceased (Dec. 6/46).

	Amount	On	Jap. Valuation	Ass. Value	VLA Appr.	Realized
(1)	$1,000.00	Farm land on Salt Spring Island	$1,000.00	$400.00	$189.50)	
(2)	$2,500.00	Dwelling (5-room), Chicken & other outhouses	$2,500.00	$500.00	$800.00)	$968.10
	$3,500.00	Gross total				
	968.10	Acknowledged Custodian				
	$2,531.90	Amount of Real Property Claim				
(3)	$ 250.00	Incubators (5)	$ 250.00	--	--	--
	$ 250.00	Amount of Personal Property Claim				
	$2,781.90	Total amount of Claim				

Remarks

(1) & (2) VLA Appraiser described this 5-acre parcel of land as "shaly wooded hillside with little to boost it;" the House being described as "habitable".

(3) Nakazo ITO did not declare any Incubators and his first reference to them was in a letter dated Sept. 14/44, in which 1 of the 5 listed was stated to belong to T. Murakami (who also declared it and received proceeds from sale). The other 4 remain unaccounted for. The prices realized at auction for similar equipment from other farms ($3.00 to $10.00 each) bears little relationship to the value indicated in claim ($250.00 for 5).

Vancouver, B. C., May 26/48.

RGB/P.

"R.G. B"

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

E LaCasse

J.P.

560 - 7

EXHIBIT No. Aug. 11, 1948.
DATE
FILED BY G.E.A. Rice

Magrath, Alta.

Sept. 14th/44.

Custodian's Office

Van. B. C.

Dear Sir:

Checking over the letter form of sales at the Salt Spring Isd. Auction sales, the incubators has been not mentioned. Can you or will you please let us know what actually happened to them.

(2 small "Buckeye" 2 med. "Queen"
1 large "Jubillee") Also the gas stove range?*

We would like to hear from you in regard to this matter. Will you please kindly let us know or give us any information in receiving the money from the Auction Sales.

I thank you.

Yours truly,

"Nakazo Ito"
Box 172,
Magrath, Alta.

* sold to tenant - see 8/12/43
check a/c * write owners, write money
? write G.C.M. NB not on
list rec'd 24/4/42. not on G.G.M.S
inventory $136."

25.00
80 24.20
$160.31

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: Sept. 16, 1948.

E. LaCasse
Y.Y.

3269

EXHIBIT No. 560 - 8
DATE Aug. 11, 1948.
FILED BY
G. E. A. Rice

September 22nd, 1944.

Mr. Nakazo ITO,
Reg. No. 10091,
Box 172,
Magrath, Alta.

Dear Sir:-

Thank you for your letter of September 14th asking for further information about the disposal of some of your belongings. We have the following to report.

Gas stove range. This was sold to the tenant at a net sum of $24.20 being the appraised price less expenses as set by an independent appraiser. This should have been added to the proceeds of sale of effects disposed of at auction giving you a net credit of $160.31. We are enclosing herewith our cheque for $100.00 in answer to your request for funds.

Turning to the incubators which you mention, we find no reference to these having been declared by you. They do not appear on the list signed by you and Mr. Cousens received here on April 24th, 1942 nor on the inventory taken by Mr. Mouat shortly afterwards. Before we write to Mr. Mouat and make further enquiries, we think that you should give us further information as it seems curious that there has been no previous reference to this equipment on our files.

Yours truly,

H. F. Green
Protection Department.

HFG:IF

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: Sept. 16, 1948.
E. LaCroix J.J.