Name of Claimant SAWADA, Shinuemon Case 582

Custodian File

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	
		1600.	160.00	80.00 12.50							252.50

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	252.50

CASE NO: 582.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 17th, 1948.

IN THE MATTER OF THE CLAIM OF
SHINUEMON SAWADA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 582.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE R.M. EDMANSON, SUB-COMMISSIONER).

Lethbridge, Alberta,

August 17th, 1948.

IN THE MATTER OF THE CLAIM OF

SHINUEMON SAWADA.

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

THE SECRETARY: Case No. 582, Shinuemon Sawada.

MR. HUCKVALE: In this claim the total value of the land and real estate was set out at $3850.00 in the original claim and that is being reduced to $3000.00.

THE SUB-COMMISSIONER: $3000.00?

MR. HUCKVALE: Yes.

SHINUEMON SAWADA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Sawada, you were the owner of some real property in British Columbia, I think, on which were situate two dwelling houses, is that correct?

A Yes.

Q And that land was described as the Southeast Quarter of Lot 17, Block 36, Map 2620, having a frontage of 66 feet on Auckland Street, by uniform depth of 131.6 feet more or less and adjoining Lot 16; is that a correct description of your land?

A Yes, it is correct.

Q Now with reference to that land and the houses on it, will you take a look at this form (indicating), please? A: Yes.

Q Have you read that over?

A Yes.

Q And signed it? A: Yes.

Q And are the particulars given in it true and

correct? A: Yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: And that form, I take it, sets out as far as you can remember, the improvements made to these houses after you had bought them?

A Yes.

Q Now I believe you insured those dwellings, did you not? A: Yes.

Q I show you this policy (indicating). Is that the policy of fire insurance covering your dwelling houses?

A Yes.

Q And they were insured by you from the 23rd of September, 1940, to the 23rd of September, 1943, is that correct?

A Yes.

MR. HUCKVALE: I tender that, sir.

(INSURANCE POLICY MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: There was a greenhouse at the back of one of these properties, was there not?

A Yes.

Q What condition was that greenhouse in at the date you were evacuated?

A It was in good condition.

Q Was the glass in it intact?

A No windows were broken.

Q No windows were broken? A: No.

Q That is all, thank you.

MR. RICE: I am submitting, your Honour, that the

property was sold at its fair market value.

I wish to tender as an exhibit, your Honour, a real property memorandum.

(MEMORANDUM MARKED EXHIBIT NO. 3).

MR. RICE: And I also wish to tender as an exhibit an inspection and valuation report showing the property was valued by an officer of the Westminster Trust Company at $800.00.

(REPORT MARKED EXHIBIT NO. 4).

CROSS-EXAMINATION BY MR. RICE:

Q I show you a photograph. Do you recognize it?

A This is a picture of the house, No. 1019.

Q That is your house?

A Yes.

Q Known as 1019? A: Yes.

Q The greenhouse, where would that be located?

A On the lefthand side. It is to the left of the picture here (indicating).

Q To the left of the picture?

A Yes.

Q You can see part of it, can you?

A Yes, part of it. It is raised up from here (indicating).

Q And the other house, where is that located?

A It is at the extreme left of the picture.

Q To the extreme left? A: Yes.

Q You see part of your second house?

A Yes, that is the roof of the house.

THE SUB-COMMISSIONER: Exhibit 4 relates only to 1021

Auckland?

MR. RICE: Oh. It relates to what property?

THE SUB-COMMISSIONER: 1021. That is apparently the other house that is to the extreme left of the picture here.

MR. RICE: Well I would like to file, too, this inspection and valuation report I have here and perhaps it can be marked and go on the same exhibit as the other valuation report. This is with regard to 1019.

THE SUB-COMMISSIONER: It will be marked as part of Exhibit 4 then.

(REPORT MARKED AS PART OF EXHIBIT NO. 4).

MR. RICE: I wish to tender this photograph which is a picture of his house at 1019.

(PHOTOGRAPH IN QUESTION MARKED EXHIBIT NO. 5).

MR. RICE: That is all.

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

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify that the foregoing is a true and accurate transcript of the proceedings herein.

"S.R. HOWARD"
Official Reporter.

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

SUB-COMMISSIONER.

NOV 22 1944. 6907 Case No. 582.

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.

Letter

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

(1) NAME SAWADA (Print) Surname SHINUEMON Given Name (RCMP) Reg. No. 08146

(2) Pre-Evacuation Address 1019 - 1021 Auckland Street, New Westminster, B. C.

(3) Present Address Box 140, Coaldale, Alberta

(4) REAL ESTATE

(a) Street Address (if any) 1010 - 1021 Auckland Street, New Westminster, B. C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) The South Easterly quarter of Lot Seventeen (17) BLOCK THIRTY-SIX (36) Map Two thousand Six hundred and Twenty (2620) having a frontage of Sixty-six (66) feet on Auckland Street by uniform depth of One hundred and Thirty-one decimal Six (131.6) feet more or less and adjoining Lot Sixteen (16)

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

(i) Farm
(ii) Residence Type of business
(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 - - - - - - - - - - - - - - - - - $
(ii) Buildings - 2- house- - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 3850.00 3000.00
(v) Amount at which Custodian sold property and credited your account - - $ 1600.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 2250.00 1400.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

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

(c) How stored or packed at time of evacuation

(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") _____

_____

_____

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

1. _____ Estimated Value $_____
2. _____ Estimated Value $_____
3. _____ Estimated Value $_____
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 $_____

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) - $ 2250.00

(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

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, Sawada Shinuemon of the District
of Coaldale in the Province of Alberta

DO SOLEMNLY DECLARE THAT:

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 Village)
of Coaldale)
in the Province of Alberta)
this 17th. day of Alberta)
A.D. 1947. R. J. Baldry) A Commissioner &c.

Seki Sawada

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.

_____

_____

_____

_____

My commission expires on December 31st. 1947.

NOV 22 1941

6907

Coaldale, Alberta, Canada
November 17th. 1947.

ACKNOWLEDGED

I accepted the signature of Seki Sawada, under delcaration of Mrs. Seki Sawada, wife of Shinuemon Sawada, in the absence of her husband, Shinuemon Sawada, who is at present and will be for somveral months to come engaged in a lumbercamp at Winfield, Alberta, some 80 miles south of Edmonton, Alberta.

I trust you will accept this as being in order.

R. J. Baldry

My commission expires Dec. 31st 1947

SAWADA S.

(Claimant's Name)

REAL ESTATE
(Other than farm)

08146

Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
2 Dwelling Houses	1 with 5 rooms 1 with 5 rooms	Frame "	One lived in by Claimant Other rented	66' x 131.6	Aug. 1937	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
All residential	$550.	See comments below	

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

Since purchasing the above property claimant has made the following improvements at cost set out after each item:

Improvements were done in 1938, 1939 and 1940.

Raising both houses	$285.00	Green house	$125.00
Bath house	200.00	Re-plastering	100.00
Flush toilet	180.00	Reshingling roof	140.00
Excavation	75.00	Painting interior	45.00
Electric wiring	220.00	Water Pipe	3500
New joists & flooring	210.00	Flowers, shrubs &c.	15.00
New kitchen walls	180.00		
Repairing upstairs walls	85.00		1895.00

In addition to above expenses, in order to renovate both houses, claimant had to borrow $1000. on which interest was paid at 5% for 4 years, $200. One house was rented for $12. per month, rent was later raised to $15.00 per month. Claimant lived in other house. After evacuation both houses apparently rented at $15. each. Each house was insured for $1000. in 1940. Land assessment 1941 was $800. Valuations appear to have been made in 1944. Claimant does not know condition of premises then. They were in good shape when he left. Claimant feels a fair selling price at date of evacuation would be $3000.00.

EXHIBIT No. 582-1
DATE Aug. 17/48
FILLED BY W. Hackwell

S. Sawada

Signature

EXHIBIT No. 582-2
DATE Dec. 17/48
FILLED BY W. Stackdale

No. 5112502

CAR & GENERAL INSURANCE CORPORATION LIMITED

HEAD OFFICE:
83 PALL MALL
LONDON, ENGLAND.
(ADJOINING THE ROYAL AUTOMOBILE CLUB)

HEAD OFFICE FOR CANADA:
ROYAL EXCHANGE BUILDING
MONTREAL

Replacing No. 5106120

THE CAR & GENERAL INSURANCE CORPORATION, LIMITED OF LONDON, ENGLAND.

Amount $ 2,000.00 Rate .80% Premium $ 16.00

In Consideration of the Stipulations herein named and of

.....Sixteen.....00/100..... Dollars Premium

Does Insure .....SHINUEMON SAWADA.....

for the term of three years

from the 23rd day of September, 19 40 at noon (STANDARD TIME)

to the 23rd day of September, 19 43 at noon (STANDARD TIME)

against all direct loss or damage by fire or lightning, except as hereinafter provided, to an amount not exceeding .....Two Thousand.....($2,000.00).....Dollars

Form and ... made part of this contract.

DWELLING BUILDING AND CONTENTS

(This form does not apply to farm property)

1. $ 1,000 On the 1½ story frame Building with shingle roof, and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, only while occupied as a Private Dwelling, situate and being No. 1019 on the northerly side of Auckland St., in the City of New Westminster, Province of B. C.

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.
The amount of insurance, if any, under this item shall (if the risk is under fire department protection, but not otherwise) be extended to cover fences and walks immediately surrounding said dwelling.

2. $ nil On rents or rental value of the building described above, subject to the conditions of the rent clause attached hereto.

3. $ 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.

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 this item.

4. $ 1,000 On the 1½ story frame Building with shingle roof, and its additions communicating and in contact therewith, only while occupied as private dwelling, and situate and being No. 1021 on the northerly side of Auckland St., in the City of New Westminster, Province of B. C.

5. $ nil On

6. $ nil On

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

$ 2,000 **If the Insurance** under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amount set opposite each item.

Insurance map reference: Vol. Sheet 11 Block 111 No. 1019-1021/56-60

Loss, if any, on buildings only, payable to Insured.

located at New Westminster, B. C. subject, nevertheless, to all the terms and conditions of this policy.

Other Concurrent Insurance Permitted.

Permission granted to make ordinary alterations or repairs, not to exceed fifteen days at any one time, (but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing) and for the storage of not exceeding two private automobiles in the building described, it being understood and agreed by the Insured that not more than one (1) gallon of gasoline except that contained in the reservoirs of the automobiles or as otherwise herein provided will be kept in the building.

Lightning and Electrical Current Clause: (See Statutory Conditions).

Attached to and forming part of Policy No. 5112502 of Car & General Insurance Corporation Limited.

Dated September 23, 19 40.

BC STANDARD FORM UA

No. 1 (Sept., 1937)
50M-9-39

Jos. Dorgan Agent.

EXHIBIT No. 582-2
DATE Aug. 17/48
FILLED BY Cor Stackvale

Nº 5112502

CAR & GENERAL INSURANCE CORPORATION LIMITED

HEAD OFFICE:
83 PALL MALL
LONDON, ENGLAND.
(ADJOINING THE ROYAL AUTOMOBILE CLUB)

HEAD OFFICE FOR CANADA:
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MONTREAL

Replacing No. 5106120

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for the term of three years

from the 23rd day of September, 19 40 at noon (STANDARD TIME)

to the 23rd day of September, 19 43 at noon (STANDARD TIME)

against all direct loss or damage by fire or lightning, except as hereinafter provided, to an amount not exceeding.....Two Thousand.....($2,000.00).....Dollars

DWELLING BUILDING AND CONTENTS

This Policy is made and accepted subject to the foregoing stipulations and conditions, and to the following stipulations and conditions printed on back hereof, which are hereby specially referred to and made a part of this Policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive any provisions or conditions of this Policy except such as by the terms of this Policy may be the subject of agreement endorsed hereon or added hereto; and as to such provisions and conditions no officer, agent or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company at New Westminster

Countersigned at New Westminster

this 23rd *day of* September, *19* 40.

Stuart Malcolm

Manager for Canada.

Jos. Dorgan *Agent.*

This Policy may be renewed with the consent of the Company upon payment of the premium required for the renewal, but no payment in respect of any renewal shall be good unless a receipt for it upon a printed form issued from the Office of the Company and signed by one of the Company's authorized Officers or Agents shall have been given to the Insured.

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

STATUTORY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Explosion and Lightning **6.** The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues 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 an appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

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

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

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

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

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

(i) that the account is just and true;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FORM OF TRANSFER AND CONSENT.

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

*Purchaser or Mortgagee, as the case may be.

..... *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 presence of } ..... S

.....

The CAR & GENERAL Insurance Corporation, Limited, *hereby consents to the above assignment, subject, however, to all the provisoes, conditions and stipulations in the said policy contained or endorsed thereon**

*NOTE.— If assignment be made to a mortgagee, or as collateral only, insert the words: "*The Insurance thereunder continuing in the name of the insured whose loss, if any, is payable to the assignee.*"

.....

.....

Registered at .....

..... *day of* ..... *19* ..... *Agent.*

FORM OF REMOVAL.

The property insured by this policy having been removed to the ..... *story,* ..... *building, with* ..... *roofing, occupied as* ..... *situate and being No.* ..... *on the* ..... *side of* ..... *Street, in the* ..... *of* ..... *It is hereby declared that such property shall in future be held insured therein and not elsewhere.*

Map S. ..... *B.* ..... *No.* .....

Rate changed to $ .....

Additional Premium, $ .....

Refund, $ .....

Registered at ..... *Agent.*

..... *19* .....

New Westminster

New Westminster

23rd September, 40.

Jos. Dorgan

NEW BRUNSWICK - NOVA SCOTIA - ONTARIO
MANITOBA - SASKATCHEWAN - ALBERTA
BRITISH COLUMBIA.

Expires September 23, 1943
(STANDARD TIME)

Property Dwellings

Amount $ 2,000

Premium $16.00

Assured SHINUEMON SAWADA

Nº 5112502

CAR & GENERAL



Insurance Corporation, Limited.

OF LONDON, ENGLAND

THIS POLICY IS GUARANTEED BY THE
ROYAL EXCHANGE ASSURANCE
OF LONDON, ENGLAND

HEAD OFFICE FOR CANADA:
ROYAL EXCHANGE BUILDING
MONTREAL

JOSEPH DORGAN
RESIDENT AGENT
101-110 Westminster Trust Bldg.
NEW WESTMINSTER

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

FORM OF SURRENDER

No. of Policy .....

No. of Renewal .....

Amount Insured, $.....

	YEAR	MONTH	DAY
Date of Cancellation			
" Policy			

No. of Days in force.....

Premium paid, $.....

" Earned at *short rate rate $.....
* pro rata
*(DELETE WORDS NOT APPLICABLE)

" Returned, $.....

IF PRO RATA, STATE REASON WHY.

$.....

Received from THE CAR & GENERAL INSURANCE CORPORATION, LIMITED,

the sum of...../100 Dollars,

being the consideration for the within policy, which is hereby cancelled and surrendered.

(Date).....(Insured.)

.....(Mortgagee.)

582-3

Aug. 17/48

II G.E.A. Rice

File No. 6907 June 5, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Shinuemon SAWADA
Registration No. 08146

Catalogue No. 632 (2 houses on one City Lot).

Address: 1019 - 1021 Auckland Street, New Westminster, B.C.

One Real Property only included, being:

The South East quarter of Lot 17, Block 36, Map 2620 having a frontage of 66 feet on Auckland Street by uniform depth of 131.6 feet more or less and adjoining Lot 16, City of New Westminster.

Assessment: (1944) Taxes: $65.05

Land.....$800.00
Improvements..... 500.00

TOTAL $1300.00

Note: Vacant Land in New Westminster may be purchased from the City for approximately one-half its assessed value. There is no tax on Improvements and land values are accordingly high.

Valuation: (Appraised by Mr. R. Alstead of Westminster Trust Company).

Land and 2 dwellings.. $1600.00.

Sold to Mr. H. C. Bateman for...$1600.00.

Claimant's Valuation..... $3850.00.

Other offer to purchase received:

April 28, 1944.....Mr. John Vernon Hazzard.....$400.00.

Relative documents attached to Claim File.

"W.J. Johnston"

WJJ/HMS

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
October 12th 1948

WESTMINSTER TRUST COMPANY
New Westminster, B.C.

582-4

EXHIBIT No.
DATE
FILED BY

Aug. 17/48

INSPECTION AND VALUATION REPORT.

G.E.A. Rice

Property Catalogue No. 632

Location 1021 Auckland "Same lot as on ~~it~~ other Report for 1019 Auckland"

Lot Size: 66 x 132 Dwelling Size 18 x 28

Type of Building: Frame - 1½ storey

Basement: cellar

Foundation: part cement, balance post.

Number of rooms: five (5)

Living room	yes
Dining room	yes
Bedrooms	yes (two)
Kitchen	yes
Bath	---
Toilet	yes

Electric Light: yes Water: cold only

Condition of Dwelling: poor

Outbuildings: old shed (no value)

Heating: none

Plumbing: toilet only

Grounds: poor and crowded.

Remarks:

Date Valued at $800.00

"See other appraisal - $800"
Valuator: R. Alstead.

"Copy made for Valuation File"
"2 dwellings on 1 lot ~~it~~"

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

October 12th 1948

"Original Report"

WESTMINSTER TRUST COMPANY
New Westminster, B.C.

EXHIBIT NO. 582 -4
DATE Aug. 17/48
FILED BY G.E.A. Rice

INSPECTION AND VALUATION REPORT

Property: Catalogue No. 632

Location: 1019 Auckland St. "Same lot as other & Report for 1021 Auckland"

Lot Size: 66x 132 Dwelling size: 18 x 26

Type of Building: frame 1½ storey.

Basement: no

Foundation: cement part, balance on post.

Number of rooms.

Living room	yes
Dining room	yes
Bedrooms	yes (two)
Kitchen	yes
Bath	----
Toilet	yes

Electric Light: yes Water: yes, cold only

Condition of Dwelling: fair

Outbuildings: wood shed - poor.

Heating: no

Plumbing: toilet outside - flush.

Grounds: fair

Remarks: small greenhouse attached to house. (of little value)

Date: April 27, 1944 Valued at $800.00 "for 1 house"

"See other appraisal $800.00 " 1 " "

Valuator: R. Alstead.

"Copy made for Valuation file & 2 dwellings on 1 lot"

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

October 12th 1948

M. Scott A.J.

SAWADA, Shinuemon
1019-1021 Auckland St., New Westminster, B.C.
Evac. File 6907



Picture Teken June 4, 1943.

EXHIBIT No. 582-5
DATE Aug. 17/48
FILLED BY