Name of Claimant SAITO, Keitaro (Mr. and Mrs.) Case 737

Custodian File 2867

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	
					982.00		563.95				563.95

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	
10.00	1.75	.52	46%	225,00	103.50			104.02

TOTAL RECOMMENDATION	667.97

CASE NO. 737.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,
September 30th, 1948.

IN THE MATTER OF THE CLAIMOF
(MR. & MRS.) KEITARO SAITO.

PROCEEDINGS AT HEARING.

Original

CASE NO. 737.

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,

September 30th, 1948.

IN THE MATTER OF THE CLAIM OF

(MR. & MRS.) KEITARO SAITO.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

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

THE SECRETARY: Case No. 737, Keitaro Saito.

KEITARO SAITO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Mr. Saito, you and your wife are living together?

A Yes.

Q And you have put in one claim for both you and your wife? A: Yes.

Q Now, this summary of evidence contains a statement of the land that you own? A: Yes.

Q And the improvements? A: Yes.

Q And the buildings? A; Yes.

Q And also the personal property you left behind?

A Yes.

Q And did you sign that (indicating)?

A Yes.

Q Now, is this a true statement of your property as set out in the form? A: Yes, it is.

Q Are the values you have put on your property fair values? A: Yes, I think they are fair values.

Q Now, your 10 acres of land near Mission you bought in 1920, I believe?

A Yes.

Q And it was all bushland and no improvements and no buildings? A: Yes, it all bush, large stumps.

Q And you cleared the whole ten acres and planted it in hops and berries and rhubarb and so on?

A Yes.

Q And you figure that cost you $2775.00?

A Yes.

Q And you bought buildings which you value at $1200.00? A: Yes.

Q And when you were evacuated you thought the land and the clearing and the buildings and the whole thing was worth $4850.00?

MR. RICE: May I interrupt. I can't understand this line of questioning of my learned friend, your Honour; he was objecting to me a few minutes ago wasting the time of the Court. He has put in the summary of evidence and he is now cross-examining his own witness. I don't see how you are gaining much.

THE SUB-COMMISSIONER: Really he is confirming it by direct evidence.

MR. VIRTUE: I am just touching the high spots, as I understand that during the past week or so you thought that the examination should not be too skimpy.

THE SUB_COMMISSIONER: I do not think it should be skimpy myself.

MR. VIRTUE: And I am trying to conform to your Honour's wishes, and I also feel that this should go on the record.

Q Was $4850.00 a reasonable value for your property at the time you were evacuated?

A Yes, I think it is a fair value.

Q Do you know that that property was sold by the

Custodian for $982.00? A; Yes, I do.

Q What do you think of that price?

A Well, when I bought the bushland I bought it for $1250.00, so that I think that was a very cheap price.

Q The price by the Custodian?

A The price obtained by the Custodian was very low.

Q Very low? A: Yes.

Q Now, this list of personal property, did you leave all that stuff behind when you were evacuated?

A Yes, they were all left behind.

Q Are the prices you have put on that stuff you left behind reasonable prices?

A I think it is fair prices.

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

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: Now, I show you a lease made on the 2nd of April, 1942; that was just before you were evacuated? A: Yes.

Q Is that your signature (indicating)?

MR. RICE: Is that the lease made to Friesen?

MR. VIRTUE: The lease to Abram Friesen.

A Yes.

Q That is your signature?

A Yes, that is my signature.

Q And you rented this land to him for ten months for $250.00? A: That is only for the crops.

Q Well, that is a common answer. At any rate, you signed the lease. I will put that in.

(LEASE MARKED EXHIBIT NO. 2).

MR. VIRTUE: I want to put in, sir,--I will show it to my learned friend,--a fire insurance policy taken out on April 7th, 1942, for $1000.00 on the house only.

(POLICY MARKED EXHIBIT NO. 3).

MR. VIRTUE: And another one on the root house only, root house, one storey frame shingle, $500.00.

MR. RICE: What date is that?

MR. VIRTUE: The same date.

(POLICY MARKED EXHIBIT NO. 4).

MR. VIRTUE: Thank you.

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

I am submitting that the chattels that were sold by the Custodian were sold for their fair market value. I am submitting that chattels belonging to the claimant were turned over to persons other than the Custodian and the Custodian is not responsible for their loss, and if the Custodian is responsible in any manner, I submit the claim made to the same is exorbitant.

I tender the following documents as exhibits: Farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 5).

MR. RICE: An assessment notice for the year 1943 for the District of Mission, assessing the land at $640.00, improvements, $700.00.

(STATEMENT MARKED EXHIBIT NO. 6).

MR. RICE: Two summaries respecting the real estate,

one showing its history, the other the sale.

(SUMMARIES MARKED EXHIBIT NO. 7).

MR. RICE; A summary respecting personal property.

(SUMMARY MARKED EXHIBIT NO. 8).

MR. RICE: An analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 9).

CROSS EXAMINATION BY MR..RICE:

Q I show you a J.P. form dated the 7th of April, 1942 (indicating); is that your signature?

A Yes, that is my signature.

Q And I show you a card completed apparently by your wife Shizu Saito; is that her signature? It is in Japanese. A: Yes, that is her signature in Japanese.

Q That is her signature in Japanese?

A Yes.

Mr. RICE: I will tender both of these documents, your Honour, as one exhibit, the J.P. form of the claimant and the card of the claimant's wife to the effect that she has no property whatsoever in any protected area in British Columbia.

(DOCUMENTS MARKED EXHIBIT NO. 10).

MR. RICE: Q: When you leased your property to Mr. Friesen you turned your chattels over to him too, did you not? The farming equipment?

A No, the chattels were all left in the house.

Q Well, the farming tools, wasn't Mr. Friesen to have the right to use those?

A No, I didn't lend the farming utensils.

Q What did you do with the farming utensils?

A They were left in a shed where I kept all my farming utensils.

Q Well, I will read to you from this lease that you have produced as Exhibit 2. On page 2, the third paragraph from the top,

> "It is further understood and agreed that the rental price hereinbefore reserved also covers the rental of the dewlling with the household furnishings and any farm implements or tools which the Lessor may leave in the care of the Lessee and the Lessee agrees to be responsible for the proper care of the said furniture, farm implements or tools."

Did you leave any implements at all in Mr. Friesen's care? A: No, I did not.

Q Didn't Mr. Friesen have the use of the house and the barn? A: Yes. While he was there during the term of the lease he was living in the house and using the barn.

Q He was living in the house and using the barn. And where were your household effects and chattels?

A They were all left in the tool shed and I gave a list to the Custodian at Mission, and then after that I left.

Q Did you leave any household effects in the house?

A I left the kitchen range. The things I left are listed in that list I was just shown.

THE SUB-COMMISSIONER: Where did he leave them?

A They were just left as they stood in the house.

MR. RICE: Q: They were just left as they stood in the house? A: Yes.

Q And the farm tools, where did you say you left those, in the tool shed? A: They were left in a little shed built on the side of the house.

Q Was it locked? A: No, it wasn't locked.

Q Friesen took possession as you left there, did he?

A Yes, he went in soon after I left.

Q And did you intend Friesen to look after the chattels in the house and the tools in the shed?

A I never told him he could use them, but as he went there perhaps he did use them.

Q You left your stove and everything else in the house for the use of Friesen, apparently, did you not?

A I just left them as they were.

Q Beg pardon? A: I just left them as they were.

Q I see. My learned friend wishes it noted that he is claiming for 1000 pounds of raspberry wine and 2500 pounds of hop wine. That is all.

MR. VIRTUE: I just want to refer to the farm appraisal report. "Roads: Has aqcess to main road; hard-surfaced; good condition." "Water supply: From wood cribbed well; electric pump into house." "Is dwelling habitable without repairs?" Answer, "Habitable." "Farm in good state of cultivation at present. Occupied by owner until recently. Neighbour states farm now rented. Tenant not seen." Suitable for small fruits, rhubarb, vegetables.

And on page 3, "Fertility is fair at

present, and has been maintained by commercial fertilizer." "Strawberry, loganberry and rhubarb crops are in fair shape." "Dwelling is in fairly good shape." Then this valuator lists some seven or eight acres in berries, grain and so on, and he says, "3.75 acres in grain, summerfallow and vegetable crops; canes and plants have not been valued." That is all, thanks.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

"S.R.HOWARD" Official Reporter.

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

SUB-COMMISSIONER.

2867
v705

ACKNOWLEDGED
Case No. 737.
NOV 27 1947

Proof of Claim

Leth

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

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

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

---

1. Name of Claimant in full:

   Keitaro Saito (Saito) (Mr. & Mrs.)

   Registration No.

   13107 (Mr.) 13106 (Mrs.)

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

   R.R.#1, Mission City, B.C.

3. Claimant's present address:

   c/o J. Molenaan, R.R.#1, Nobleford, Alta.

4. Claim relating to real property:

   (a) Street address of real property:

   (b) Legal description of property:

   Lots (15) & (16) of the South Half of the South West Quarter of Section Twenty Eight (28) Township (17) Map Six Hundred & Sixty One (661) in the District of New Westminster.

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

Fruit and Hop Farm

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

Title No. 128328E

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

(I) Land— $3650.00 10 acres

(II) Buildings— $1200.00

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

$ 4850.00

5. Claims relating to personal property, etc.

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

On farm listed above on Ø Cedar Valley Road.

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Stored in buildings

1 kitchen Range	$30.00
1 Heater	20.00
3 Tables	30.00
6 Chairs	10.00
Pots and Pans	25.00
3 Beds	45.00
1 Cultivator	8.00
1 Plow	10.00
2 Sections Harrows	5.00
1 Fruit Ladder	4.00
1 Carpenter Ladder	4.00
1000 lbs. Raspberry Wire	60.00
1 Set Horse Harness	10.00
4 Hoes	4.00
2 Mattocks	2.00
2 Shovels	2.00
1 Peeve (can hook)	2.00
1 Sledge Hammer	2.00
3 Wedges	2.50
2 Barrels (45 Gal.)	1.00
1 Crow Bar	1.00
252 Hop Posts	75.60
2500 lbs. Hop Wire	160.00
Electric Water Pump	125.00
12 Hop Baskets	6.00
2 Hop Wire Lowering Hooks	3.00
1 Wheel Barrow	5.00
1 Hole Digger (blasting)	2.00
8 Camp Stoves	16.00
50' Water Hose	4.00
50 Strawberry Carrier	2.00
1 Logging Chain	3.00
4 Scythes	2.00
1 Kitchen Cabinet	5.00
1 Gramaphone	3.00
2 Hay Forks	2.00
2 Wash Tubs	1.50
	$692.60

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

Hands of Custodian.

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

items listed on attached sheet.

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

$692.60

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

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

Yes

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

K. Fukami

Witness to Signature of Claimant.

K Saito & S. Saito

Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Mr. Keitaro &Mrs. Shizu Saito
(Full Name of Claimant)

of Nobleford, Alberta. Beet Laborer
(Present Address) *(Occupation)*

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.

2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.

3. The above Claim is true and correct.

4. I have not received any payment upon the above Claim other than the following:

Cheque cashed $854.73

Cheque returned to Custodian $137.50

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Picture Butte

in the Province of Alberta,

this 13th day of November

A.D. 1947.

Lorraine D. Lutz

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

K Saito + S. Saito

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

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

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

Proof of Claim

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 100

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Keitaro SAITO
Mrs. SAITO

EXHIBIT No. 737-1
DATE Sept 30. '48
FILED BY A. G. Virtue

2. Registration Number: 13107
13106

3. Present Address: c/o J. Molenaar, NobleFord, Alta.

4. Address Prior To Evacuation: Cedar Valley Road
Mission City, B. C.

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

~~on proof of claim~~

Lots Fifteen (15) and Sixteen (16) of the South Half of the South West Quarter of Section Twenty-eight (28) Township Seventeen (17) Map Six Hundred and Sixty-one (661) in the District of New Westminster.

(a) Nearest Post Office adjacent to land. Mission B. C.

(b) Number of acres: 10.00

(c) When purchased: 1920

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

Bushland

No Buildings

(e) Purchase Price ..... $ 1250.00

6. IMPROVEMENTS:

(a)	Clearing 10 acres at $ 200 per acre		$	2000.00	
(b)	Fencing		$		
(c)	Tillage 9½ acres		$		
(d)	Drainage area of 600'		$		
(e)	Weed Eradication		$		
(f)	Planting 2 ac. hops	400.00	$		
	1 " Strawberries	150.00			
(g)	½ " Logon "	150.00	$		
	½ " Rhubarb "	50.00			
(h)	½ " Evergreen "	25.00	$	775.00	
	Total 775.00		$	2775.00	$ 2775.00
	Carried Forward		$		$ 4025.00

Brought forward $ 4025.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
House	22 x 24	1925	400.00	200.00	600.00
House	12 x 24	1920	100.00		100.00
Hot house	32 x 48	1927	300.00	200.00	500.00

Total Cost of Buildings 1200.00 1200.00

Total Cost of Land and All Improvements ..... $ 5225.00

Fair Market Value land $3650.00 Buildings $1200 ..... $ 4850.00

Sold by Custodian for ..... $ 982.00

Loss Claimed on Parcel 1 ..... $ 3868.00

8. Assessment for 1942:

Land ..... $ 640.00

Improvements .... $ 700.00

Total ..... $ 1340.00

9. Appraisal or Valuation (by Custodian):

Lands	$ 470.00
Improvements	$ 530.00
Total	$1000.00

10. Rental Value per Year: $ 300.00 (see lease)

11. Fire Insurance on Buildings:

(List amount on each building):

Hot house	$ 500	with New England Fire Ins. Co.
Dwelling	$1000	" Insurance Co.
	$	
	$	

12. Documents in Support:

(a) Photographs:

(b) Deeds Certificate of Title # 128328 E
~~6255300~~

(c) Agreements to Purchase

(d) Leases Ketaro Saito to ABRAM FRIESEN

(e) Insurance Policies # 6251725 New England Fire Ins. Co.
6255300

(f) Correspondence

(g) Tax Assessment for 1940 & 41 for Mission City

(h) Statement of sale of property from ~~Customer~~ Custodian.
Dated June 8, 1944

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1 ..... $ 3868.00

Parcel 2 ..... $

Parcel 3 ..... $

Parcel 4 ..... $

TOTAL: $3868.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
1. Cooking Range	1937	$40.00	$20.00	All the listed property were still in fair condition
1 Heater	1935	20.00	10.00	
2 Table	1922/30	10.00	6.00	
1 Cultivator	1924	15.00	7.00	
1 Plough	1930	15.00	7.00	
2 Sec. Spike Harrow	1935	16.00	8.00	
1 Fruit ladder	1940	8.00	5.00	Practically new
1 Step ladder	1940	3.00	1.00	
1 Piver	1936	2.50	1.00	
1 Sledge hammer	1934	2.00	1.00	
1 Blasting hole digger	1923	3.00	1.50	
1000 lbs. Raspberry wine	1929	40.00	15.00	All soiled up in good shape
2500 lbs. Hop wine	1939	160.00	80.00	Only 3 years service
252 Hop posts	1939	75.00	50.00	All new posts
12 Hop baskets	1940	12.00	6.00	
8 Camp Stoves	1940	32.00	15.00	All in fair condition
2 Hay fooks	1933	4.00	1.50	
			235.00	

(ADD ADDITIONAL PAGE IF NECESSARY)

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

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY

Item:	Year:	Month:	Amount.
			NIL

Total: $ ~~235.00~~

Total Claim for Personal Property ..... $ 235.00

Deduct Payments from Custodian ..... $ NIL

Net Loss on Personal Property ..... $ 235.00

I Certify the above to be True and Correct.

S. Aoki
Witness

K Saito
Signature of Claimant.

FARM LEASE

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

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

Between:-

EXHIBIT No. 737-2
DATE Sept 30/48
FILED BY A. G. Virtue

KETARO SAITO of Mission City in the Province of British Columbia - Farmer (hereinafter called the Lessor)

Of the First Part

-and-

ABRAM FRIESEN of the same place - Farmer (hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT;-

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

Lot Sixteen (16) of Block Fifteen (15) a sub-division of the South half of the South West quarter of Section Twenty-eight (28) in Township Seventeen (17) containing nine and seven tenths (9.7) acres more or less;

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from

from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;
YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Two hundred and fifty ($250.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

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

It is further understood and agreed that the rental price hereinbefore reserved also covers the rental of the dwelling with the household furnishings and any farm implements or tools which the Lessor may leave in the care of the Lessee and the Lessee agrees to be responsible for the proper care of the said furniture, farm implements or tools.

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

One (1) acre of strawberries
Two (2) acres of Loganberries
One half (½) acre of Rhubarb
One half (½) acre of Blackberries

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the said lands after the aforesaid crops have been marketed, in a good and husbandmanlike manner and will, in all respects, look after the cultivated portion of

the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit, shade and ornamental trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the LESSOR that he will market all of the aforesaid crop with the Pacific Co-operative Union.

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

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

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

PROVIDED ALSO and it is hereby agreed and understood by and betwen the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall at any time during said term be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or becoming bankrupt or insolvent

shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors or shall abandon said premises then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

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

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above written.

Signed, Sealed and Delivered by KETARO SAITO and ABRAM FRIESEN of Mission City in the Province of British Columbia in the presence of

M. M Fletcher

Ketaro Saito

Abram Friesen

I, Mildred M. Fletcher of Mission City in the Province of British Columbia make oath and say :

1. I was personally present and did see the within instrument duly signed and executed by KETARO SAITO and ABRAM FRIESEN the parties thereto, for the purposes named therein.

2. The said instrument was executed at Mission City in the Province of British Columbia.

3. I know the said parties and that they are of the full age of twenty-one years.

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

Sworn before me at Mission City in the Province of British Columbia this second day of April A.D.1942

M. M Fletcher

A Commissioner for taking affidavits within British Columbia

225
1.95
4.20

Dated April 2nd, A.D. 1942

KETARO SAITO

- and -

ABRAM FRIESEN

FARM LEASE

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

ATTACHED FORMING PART OF THIS POLICY

ENDORSEMENT

Company New England Fire Insurance Policy No. 6255300 Agency VANCOUVER B.C.

Name of Insured KEITARO SAITO B.C.U.A. Map Reference: Sheet N.O.P. Block Isolated No.

Date of Policy April 7th, 1942 Term 3 years Co-insurance carried

Insurance on items affected: Item $1,000.00 Nature of Property Dwelling

Item $ Nature of Property

Effective Date	Old Rate	New Rate	Additional Premium	Return Premium
April 7th, 1942	1.80	1.80	-	-

BOARD INSURANCE

Inasmuch as the rate of premium payable under this policy is affected and/or modified by the user and/or condition and/or location and/or maintenance of the insured property, it is understood and agreed between the Company and the Insured, that, as to the dwelling described in this policy:

All chimneys are of brick, built from the ground.

All other terms and conditions remain unchanged.

Dated April 7th 1942

REED, PHIPPS & DAVIES LIMITED

E. O. Mills Agent.

B C STANDARD FORM U A

No. 106.
50M-9-41.

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

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

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

No. 6255300

STOCK COMPANY

NEW ENGLAND FIRE INSURANCE COMPANY

EXHIBIT No. 737-3
DATE Sept. 30/46
FILED BY A.J. Mulvena

PITTSFIELD, MASSACHUSETTS.

Amount $1,000.00 Rate 1.80 Premium $ 18.00 Old Pol. No. NEW

IN CONSIDERATION of the Stipulations herein named and of EIGHTEEN and 00/100 Dollars Premium

Does Insure KEITARO SAITO for the term of THREE YEARS

from the SEVENTH day of APRIL 19 42, at twelve o'clock, noon

to the SEVENTH day of APRIL 19 45, at twelve o'clock, noon (Local Standard Time) against all direct loss or damage by fire or lightning, except as hereinafter provided to an amount not exceeding ONE THOUSAND and 00/100 Dollars to the following described property while located and contained as described herein, and not elsewhere to wit:

1. On the building only of the one story building built of frame $1,000.00

roofed with shingle and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including fences, frescoes and plate glass, only while occupied as a Private Dwelling, on Blocks 2 and 3, S.W. ¼ Section 28, Township 17, situate and being No. — on the East side of Cedar Valley Road ~~Street~~ in the Municipality of MISSION 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.

2. On the Annual Rental Income of said building(s) as per attached clause. In consequence of the reduced rate at which this insurance is written, liability is limited to a period of consecutive calendar months from the date of the happening of any loss (referred to in said clause as the "Period of Indemnity"). $ Nil

3. 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, jewelry, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Assured or of any member of the Assured's family, only while contained in the above described building. Not exceeding ten per cent. of the amount of this item may at the option of the Assured be held to cover the personal effects of guests and servants, loss, if any, to be adjusted with and payable to the Assured named in this policy. $ Nil

4. On the building only of the story building built of $ Nil

roofed with and its additions, communicating and in contact therewith

only while occupied as and situate

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

6. On $ Nil

$1,000.00

Insurance map reference: Vol. N.O.P. Sheet Isolated Block No.

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

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

Further insurance, warranted concurrent herewith, as follows:—

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.

No insurance attaches under any of the above items unless an amount is specified and inserted in the blank immediately following the wording of the item.

Permission granted to make ordinary alterations or repairs, not to exceed fifteen days at any one time, but it is understood that extraordinary alterations, repairs, or additions are prohibited without notice to and the consent of this Company obtained in writing.

LIGHTNING AND ELECTRICAL CURRENT CLAUSE: — This policy also covers loss or damage caused by lightning whether fire ensues therefrom or not, but if dynamos, exciters, lamps, switches, motors or other electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents, artificial or natural, is expressly excluded, and the Company is liable only for such loss or damage to them as may occur from resultant fire originating outside the machines themselves.

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

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

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid until countersigned by the duly authorized Agent of the Company at Vancouver, B. C.

W. A. Herbert
Secretary

Geo. G. McKelvey
President

REED, PHIPPS & DAVIES LIMITED

Countersigned this 9th day of April 19 42

E. V. Mills
Agent

STATUTORY CONDITIONS

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

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

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

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

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

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

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

(d) For loss 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 indorsed 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 vapor 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 60 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 the 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 in 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 incumbrances on the property insured;

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

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

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

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

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

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

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

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

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

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

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

SALE OF PROPERTY

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

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

The New England Fire Insurance Company hereby consents that the interest of .....in the within Policy be assigned to.....subject, nevertheless, to all the terms

(2) Repayment of the excess premium may be made by money, post office

which the application was received.

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

SALE OF PROPERTY

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

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

The New England Fire Insurance Company hereby consents that the interest of .....in the within Policy be assigned to.....subject, nevertheless, to all the terms and conditions therein referred to.

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

SALE OF PROPERTY

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

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

The New England Fire Insurance Company hereby consents that the interest of .....in the within Policy be assigned to.....subject, nevertheless, to all the terms and conditions therein referred to.

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

COLLATERAL SECURITY

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

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

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

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

REMOVAL

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

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

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

PRINTED IN U. S. A.

NEW ENGLAND FIRE INSURANCE COMPANY

PITTSFIELD, MASSACHUSETTS

GORDON E. FINDLAY, Manager

Canadian Department Montreal, P. Q.

STATUTORY POLICY

Dwelling House Form

Expires APRIL 7th, 1945

Property DWELLING

Amount $ 1,000.00

Premium $ 18.00

KUTARO SAITO

No. 625530

NEW ENGLAND FIRE INSURANCE COMPANY

PITTSFIELD, MASSACHUSETTS

OF THE SPRINGFIELD FIRE AND MARINE GROUP SPRINGFIELD, MASSACHUSETTS

CASH CAPITAL $1,000,000.00

Reed, Phipps & Davies LTD.

INSURANCE • REAL ESTATE

Phone MAine 1245 815 W. Hastings St.

VANCOUVER, CANADA

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

4-39-1M

....., 19.....

Received of the New England Fire Insurance Company of Pittsfield, Mass.

.....Dollars

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

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

which is hereby cancelled.....

Gross Amount of Loss $.....

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

Net Amount of Loss $.....

No. of Policy.....

No. of Renewal.....

Amount Insured, $.....

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

Premium Paid $.....

" Earned $.....

" Returned $.....

IF PRO RATA, STATE REASON WHY

RECEIPT FOR RETURN PREMIUM

To be signed by the Assured

.....*Agency*.....*19*.....

In consideration of.....*Dollars return premium, receipt of which is hereby acknowledged, this policy is hereby cancelled and surrendered to the Company.*

.....

Assured

ATTACHED TO AND FORMING PART OF THIS POLICY

FARM PROPERTY

On the following property owned by the Insured and occupied by INSURED for farm purposes only, situate on Blocks 2 and 3, S.W. ¼ Section 28, Township 17, and being on the East side of Cedar Valley Road, in the Municipality of Mission, in the Province of British Columbia.

Loss, if any, on buildings only payable to ASSURED

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

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

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

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

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

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

The livestock is insured against lightning anywhere.

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

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

If the insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amounts set opposite each item. $500 00

Lightning and Electrical Current Clause:—See Statutory Conditions.

Threshing Machine:—No threshing operations by steam power are permitted within 25 feet of any of the buildings, unless special permit is granted.

Incubators and Brooders:—In consideration of additional premium of $....., permission is granted to use an incubator or brooder heated by.....in building marked No.....on diagram for a period of..... from.....to.....

Attached to and forming part of Policy No. 6251725 of New England Fire Insurance Company

Dated April 7th 1942

REED, PHIPPS & DAVIES LIMITED

E. V. Mills. Agent.

BC STANDARD FORM UA

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

BOARD INSURANCE

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

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

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

No. 6251725

STOCK COMPANY

NEW ENGLAND FIRE INSURANCE COMPANY

EXHIBIT No. 137-4
DATE Sept 30/48
FILED BY Gel. Virtue

PITTSFIELD, MASSACHUSETTS.

Amount $ 500.00 Rate 2.50 Premium $ 12.50 Old Pol. No. NEW

IN CONSIDERATION of the Stipulations herein named and of

TWELVE and 50/100 Dollars Premium

Does insure KEITARO SAITO for the term of THREE YEARS

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

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

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

not exceeding FIVE HUNDRED and 00/100 Dollars

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

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

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

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

Secretary

President

REED, PHIPPS & DAVIES LIMITED

Countersigned this 9th day of April 19 42

Agent

STATUTORY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) furnish therewith a statutory declaration declaring:—

(i) that the account is just and true;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SALE OF PROPERTY

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

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

SALE OF PROPERTY

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

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

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

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

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

SALE OF PROPERTY

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

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

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

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

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

COLLATERAL SECURITY

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

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

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

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

REMOVAL

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

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

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

PRINTED IN CANADA

9th April 42

NEW ENGLAND FIRE INSURANCE COMPANY
PITTSFIELD, MASSACHUSETTS

GORDON E. FINDLAY
Manager

CANADIAN DEPARTMENT - MONTREAL, QUE.

STATUTORY POLICY

Expires April 7th, 1945

Property BUILDING

Amount - - - $ 500.00

Premium - - - $ 12.50

KEITARO SAITO

No. 6251725

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

CASH CAPITAL $1,000,000.00



Reed, Phipps & Davies LTD.

INSURANCE • REAL ESTATE

Phone MArine 1245 815 W. Hastings St.

VANCOUVER, CANADA

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

The Symbol of Sound Protection — Board Insurance

1M-5-41

19.....

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

.....Dollars

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

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

which is hereby cancelled.....

Gross Amount of Loss $.....

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

Net Amount of Loss $.....

No. of Policy.....

No. of Renewal.....

Amount Insured $.....

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

If Annual, give No. of Days in Force

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

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

" Returned - - - $.....

If Pro Rata, state reason why:

.....

.....

RECEIPT FOR RETURN PREMIUM

To be signed by the Assured

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

In consideration of.....Dollars return premium, receipt of which is hereby acknowledged, this policy is hereby cancelled and surrendered to the Company.

.....

Assured

BC-275-P

BC/275-P

PAGE 1

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

COPY

Farm Appraisal Report

File No. J.L.86

Land Description S½ of S.W.¼ Sec.28, Tp.17, Blocks 15 & 16.

Containing 9.72 Acres

Owner's Name K. and Mrs.S.Saito Post Office Address R.R. MISSION, B.C.

Nearest Rail Point MISSION Distance 1 mile

Market Town " Distance 1 "

Church (give denomination) All denominations Distance 1 "

Nearest School Mission Distance 1 "

State how property was identified: By Map and roads

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

Has access to main road; hard surfaced; good condition.

EXHIBIT No. 737-S
DATE Sept 30/48
FILED BY Edna Rice

Is this district a good one? No - fair to poor.

Employment opportunity Seasonal

Predominating Nationality and religion: British - Protestant

Describe Fencing and its condition: Fenced two sides, barbed wire, poor. Value $ -

Water supply: From wood cribbed well; electric pump into house Value $ -

2867

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	20 x 24	Frame	12'	Shgles	10 yrs	Concrete	fair	$ 500.00
	6 x 8	"	8'	"	"			
	x							
BARN and	24 x 48	"	14'	"	10 "	Sills on	"	300.00
Rhubarb House	16 x 48	"	10'	"		blocks		
BARN	x							
	x							
GRANARY	x							
Garage and	22 x 22	"	9'	Shakes	Old	Sills on	poor	50.00
shed	10 x 16		8'	"		ground		
	x							
	x							

Total present day value $ 850.00

Total Value Buildings add to farm $ 530.00

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

$

Describe the basement and chimneys: No basement; brick chimney from ground.

No. rooms downstairs? 3 Upstairs? 2 How finished boarded inside - V-joint

Are buildings painted? No Condition of paint -

Distance from nearst bush Small clumps of bush nearby.

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

Cultivated Land BC/275-P

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
9.	Rolling and steep slopes	Light clay 8"; some surface stones & gravel.	Clay and gravel	Straws;logans;hops; rhubarb;grain- fair.	$50	450.00
.5	Steel slope	ditto.	ditto	Grain and summerfallow	$40	20.00

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
.22	Ravine - brush	-	-

Total value of Land $ 470.00

Total added by buildings to value of farm $ 530.00

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

Total value of farm $ 1000.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm in good state of cultivation at present. Occupied by owner until recently. Neighbour states farm now rented. Tenant not seen.

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

Noxious weeds:- not serious.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: 1942 taxes - $27.56 Mission Municipality.

Date: May 7th, 1942
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 5th day of May 1942.

Inspector's Signature "R.W.BROWN"

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

Farm Appraisal Report

Remarks: The soil on this farm is a light clay gravelly loam of average depth, on a clay loam and gravel. The land is mostly rolling, but is steep in places which makes cultivation difficult. Fertility is fair at present, and has been maintained by commercial fertilizer. Farm should be partly seeded to cover crop each year. Fenced two sides but in poor condition. Domestic water from wood cribbed well and pumped into home by electricity. Strawberry, loganberry and rhubarb crops are in fair shape. Hops have not yet come through. Dwelling is in fairly good shape, and shed and garage poor. The large building used to force rhubarb would not be made much use of by a white man unless converted into a chicken house. I would think that anyone but an Oriental would find it difficult to make a living and payments from this farm unless willing to grow small fruits,etc. Electric light in house. Cedar Valley Road runs along west boundary and Beals Road along south.

(FOR ORCHARD LANDS ONLY)

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

Attached plan embraces two other Japanese holdings - Roll Nos.27/1 and 27/4.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

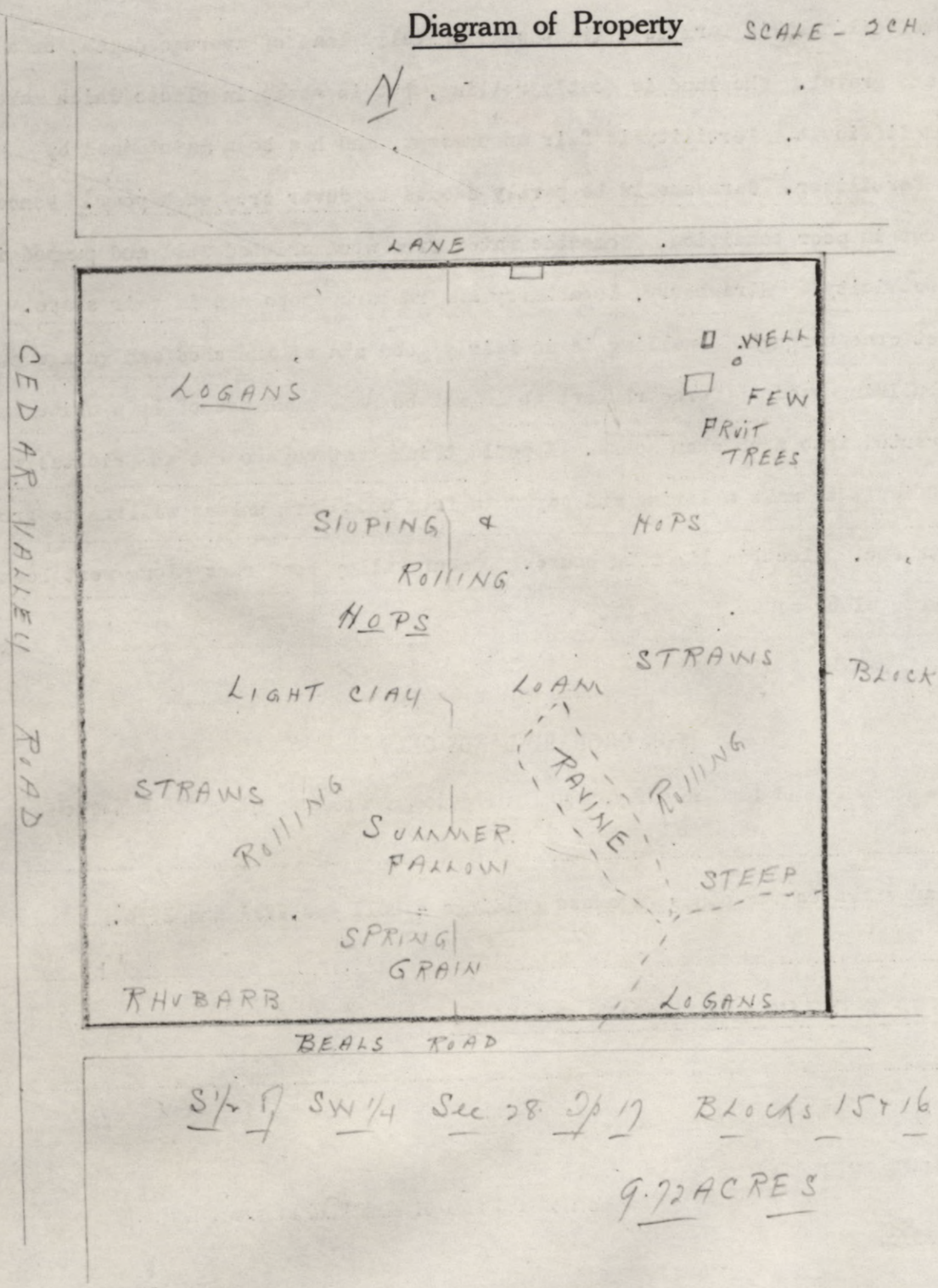
ORCHARDS, SMALL FRUITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

ACREAGE OF CROPS	Present Value
2 acres Logans.	$
1 " Strawberries	$
.5 " Rhubarb	$
1.75 " Hops	$
Some fruit trees	$
3.75 acres in grain, summerfallow and vegetable crops; canes and plants have not been valued.	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property

SCALE - 3 CH. = 1"



S½ of SW¼ Sec 28 Dp 17 Blocks 15 & 16

9.72 ACRES

R.W. BROWN

Following careful review of this appraisal report, it is my opinion that the present value is $ 1000

Date 20th May **19** 42

H. Barnett

District Superintendent.

File 9331
Rg: 13283

737 - 6

EXHIBIT No. 2867

DATE Sept 30/48

FILED BY G.E.A.Rice

CORPORATION OF THE DISTRICT OF MISSION -BRITISH COLUMBIA

ASSESSMENT FOR THE YEAR 1943

Mr K. SAITO

Assessed Owner	Nature of Title Deed Holder "D.H" Agreem-t Holder "A.H" Assignee of A.H. "A.A.H"	Description of Property								No of Lots	Acreage	Assessed Value per acre or lot	Ass'd Value Wild Land	Assessed Value Improv'd Land	Assessed Value Improvements
		NO	Legal Sub-Div	Quarter	Section	Township	Dist Lot	Block	Lot Numbers						
Saito,K & Mrs S[illegible]	D.H. [illegible]	27/1	S½	SW	28	17		15,16			9.7	65		640	700

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

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

(3) Every complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of Revision.

DO NOT REMIT ON THIS STATEMENT: TAKE NOTICE that you are assessed as above specified for the year 1943 under the Statute TAX DEMAND NOTES WILL FOLLOW

If you deem yourself overcharged, or otherwise improperly assessed, you or your agent may notify me at the Municipal Hall, Mission City, B. C., commencing at 10 a.m. February 8, 1943, when your complaint will be tried in conformity with the Statutes.

TAKE NOTICE that I intend to appeal against the above assessment for the following reason viz:

(Signed) _____

WILLIAM J. MANSON, Assessor
MISSION CITY, B. C.

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

Nov 8/48 C. M. A. Scales

EXHIBIT No. 737 - 7

DATE Sept 30/48

FILED BY G.E.A.Rice

REAL PROPERTY SUMMARY

Files 2705,2867

V.L.A. B.C. 275-P

JAPANESE NAMES: Keitaro SAITO and Shizu SAITO - - Reg Nos. 13107, 13106

CATALOGUE NO: Part of the Director, The Veterans' Land Act firstoffer.

PROPERTY ADDRESS: No. 496, Cedar Valley Road, Mission, B. C.

LEGAL DESCRIPTION: Lots 15 and 16 of the South half of the South West quarter of Section 28 Township 17 Map 661 Municipality of Mission, D.N.W.

TITLE: In names of Ketaro SAITO and Shizu SAITO

ENCUMBRANCE: Vesting in Custodian 25028, 1st December 1942.

ASSESSED VALUE: 1942 - 9.7 acres.

Land	$640.00		
Improvement	$700.00	Total $1340.00	Taxes $27.56.

CLASSIFICATION: Berry and Hop farm with dwelling. Owner in J.P. declaration, stated of farm 2 acres were in loganberries, 1 acre strawberries ½ acre blackberries, ½ acre rhubarb and 2 acres in hops. Also a 2 storey frame root house, a barn, picker house and garage. No inspection on behalf of Custodian appears to have been made.

HISTORY OF ADMINISTRATION: Owner leased the property to Abram FRIESEN for 10 months from 1st April 1942 for $250.00, which rental was paid to owner. Lease was renewed for the year 1943 by the Pacific Co-operative Union, action for owner, for $100.00. A claim for misrepresentation of area in crop in 1942 was made by the Lessee, and in settlement a credit of $70.00 was allowed claimant.

Keitaro SAITO was lessee of a part of N.W. ¼, Sec 20, Twp. 17 from W. Sawyer at a sum (including price of some equipment) of $437.00 paid in full. The lease was cancelled at end of 1942.

SOLD: To The Director, The Veterans' Land Act for $982.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the joint credit of Keitaro and Shizu SAITO - Sale price of land $982.00, rental from A. Friesen 1943, $100.00, Haas Hop Co., for hops, $61.24, refund of insurance $22.99, total $1166.23; less allowed rent to The Director, The Veterans& Land Act $100.00, debit re misrepresentation $70.00, Certificate of Encumbrance $1.00, ~~debit re~~ registration fee $3.00, and legal fee $15.00, total debits $189.00. Net amount released to credit $977.23.

TITLE Included in C of T. 170738-E and payment included in cheque to Custodian dated 9th March 1944.

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

"Ian Macpherson"

DATED November 20th, 1945.

IM:ML

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

November 8th 1948

C.M. [signature]

Attached to Exhibit 737 - 7

18th May, 1948

File No.2867

SUMMARY RELATIVE TO CLAIM OF
Mr and Mrs. Keitaro SAITO - Regn No. 13107 & 13106

REAL PROPERTY:/ Lots 15 & 16 of S½ of SW½ of Sec. 28, Twp 17, Map 661, Municipality of Mission, DN.W.

	Assessed Value	S.S. Bd Appraisal	V.L.A. Sale	Claimant's Valuation	
Land	$640.00	$470.00		$3650.00	9.72 acres
Improvements	700.00	530.00		1200.00	
	1340.00	1000.00	$982.00	4850.00	
		Less sale price		982.00	
		Amount claimed		3868.00	

$1000.00 Fire Insurance on dwelling and $500.00 on Root House, Expiring 7th April, 1945, carried with England Fire Ins. Co.

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

November 8th 1948

C.M. M. Scott

EXHIBIT No. 737 - 8

DATE Sept 30/48

FILED BY G.E.A.Rice

PERSONAL PROPERTY SUMMARY

File No. 2867

Re: Keitaro SAITO - Reg No. 13107

CHATTELS: The above Japanese registered with this office on the 7th April, 1942, and declared a considerable quantity of farm tools and furniture being left on his property at Mission. He was evacuated on the 11th April, 1942, at which time it was found he had leased his chattels with his property prior to his evacuation.

On the 24th July 1942, our fieldmen inspected the property and inventoried all chattels that could be found, and left same in the care of the lessee.

All chattels that could be found were removed and sold by public auction on the 7th February, 1945, for the net sum of $9.48. A large number were missing and upon writing the former tenant, he answered that he had returned everything to the property when leaving it and they had been picked up for auction. We were unable to find anything further in view of the impossibility of identification and took no further action other than to refuse to make any payment to Friesen of an account of $31.60 against SAITO's water pump in lieu of the missing goods.

ACCOUNTS RECEIVABLE: The Custodian negotiated the collection of $61.24 from the Haas Hop Co. being crop lease consideration for 1942, and this sum was credited to the joint account of himself and his wife.

The B.C.Electric refunded to this office the sum of $3.00 to the credit of SAITO, being his security deposit with them.

BONDS & INVESTMENTS: The above Japanese declared having a number of War Savings Certificates. These were not brought under control by the Custodian.

He also declared a share interest in the Western Canada Hop Co-operative, a Japanese concern. No action has been taken by the Custodian in this Association as yet.

His share interest in the Pacific Co-operative Union amounted to $560.00 in non-redeemable shares and $320.00 in redeemable shares. These latter shares issued in 1937 were redeemed at par on the 14th May, 1943, and the $50.00 for same were credited to SAITO'S account here. His 1938 to 1940 shares amounting to $120.00 were cancelled by the Pacific Co-operative Union at part and credited to SAITO'S debit in his account there together with $15.72 of his 1941 shares. The balance of his 1941 shares amounting to $134.28 should be redeemed early in 1947 and should be credited to him then. Interest on shares totalling $9.20 was remitted to this office by the Pacific Co-operative Union from time to time and credited to his account here.

BANK ACCOUNT: SAITO also declared having a Bank account at Mission. This was not brought under control by the Custodian.

This file reveals no other personal property assets.

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

"W.E. Anderson"

WEA:HA .....

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

November 8th 1948 E. M. Sands

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 2867 EXHIBIT No.

NAME Keitaro SAITO (Mr. & Mrs.)

REG. No. 13106

DATE
DECLARATION Apr. 7/42
EVACUATION Apr. 11/42

INVENTORY
TAKEN BY J. Moryson
DATE July 24/42

	DETAILS OF CLAIM		SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
Kitchen stove	1. Kitchen range	$30 00				
Heater stove	2. 1 heater	20 00	1 75			
3 tables	3. 3 tables	30 00	(1) 50			
6 chairs	4. 6 chairs	10 00	(2) 1 60			
Kitchen utensils	5. Pots and Pans	25 00				
3 beds	6. 3 beds	45 00				
1 cultivator	7. 1 cultivator	8 00				
1 plough	8. 1 Plough	10 00				
2 harrows	9. 2 section harrows	5 00				
fruit ladder	10. 1 Fruit ladder	4.00				
1 carpenter's ladder	11. 1000 lbs. Raspberry wire	60 00			60 00	
1000 lbs. raspberry wire	12. 1 set horse harness	10 00				
1 harness equipment	13. 4 hoes	4 00	(2) 25			
4 hoes	14. 2 mattocks	2 00				
2 mattocks	15. 2 shovels	2 00	(1) 40			
2 shovels	16. 1 carpenters ladder	4 00				
1 peavey	17. 1 peavey (can hook)	2 00				
1 sledge hammer	18. 1 sledge hammer	2 00				
4 wedges	19. 3 wedges	2 50	(1) 30			
2 wooden barrels	20. 2 barrels (45 gal.)	1 00	(3) 2 75			
1 crow bar	21. 1 crow bar	1 00				
252 hop posts	22. 252 hop posts	75 60			75 60	
2500 lbs hop wire	23. 2500 lbs. hop wire	160 00			160 00	
1 water pump & tank(elec.)	24. Electric water pump	125.00 ⊗			125 00	
2 hop wire lowers	25. 12 hop baskets	6 00				
1 wheelbarrow	26. 2 hop wire lowering hooks	3 00				
1 auger	27. 1 wheel barrow	5 00	2 00			
50' water hose	28. 1 hole digger (blasting)	2.00				
50 trays (strawberry)	291 8 camp stoves	16 00				
1 logging chain	30. 50' water hose	4 00				
4 scythes	31. 50 strawberry carriers	2 00				
Gramaphone	32. 1 logging chain	3 00				
2 forks	33. 4 scythes	2 00				
2 wash tubs	34. 1 kitchen cabinet	5 00	1 50			
	35. 1 gramaphone	3 00				
	36. 2 hay forks	2 00				
	37. 2 wash tubs	1 50				
		$692.60	$11 05			420 60
	Other goods sold at auction		1 25			
			$12.30			

⊗ Balance of $31.60 due to Saito on pump, paid by Tax Dept.

2867 EXHIBIT No. CASE No.

3106 VENUE Lethbridge

LES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
					30 00		
					20 00		Old Home made
					6 64		
					25 00		
					45 00		
					8 00		
					10 00		
					5 00		
					4 00		
	60 00						
					10 00		
					2 00		
					2 00		
					1 00		
					4 00		
					2 00		
					2 00		
					1 25		
					1 00		
	75 60						
	160 00						
	125 00						
					6 00		Homemade
					3 00		
					2 00		
					16 00		
					4 00		
					5 00		
					3 00		
					5 00		
					3 00		
					2 00		1 only found, old, very poor.
					3 00		
					2 00		
					1 50		
	420 60				223 39		

(Keitaro SAITO leased his chattels with his property to Mr.Abram Friesen, prior to evacuation. When chattels were removed to auction, a large number were missing, but Mr. Friesen could give no account of them. Mr. Friesen had paid balance owing on Mr. Saito's elec. water pump amounting to $31.60, and this amount was not refunded to Friesen in lieu of missing goods.)
See ltrs. Nov.23/43, Nov. 30/43, Nov. 30/45, Nov. 30/45, Dec. 5/45 Dec. 7/45.

EXHIBIT No. 737-9
DATE Sept. 30/48
FILLED BY G. Ra. Rice

Goods for which Japanese claims $ 48.61 sold at auction for $11.05
" " " " " 420.60 sold with real property
" " " " " 223.39 no account, theft, etc. (less $31.60, see above)
$692.60

* $31.60 due by Saito paid by tenant.

FORM "JP" Mission FILE No. 9867

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

EXHIBIT No. 737 - 10
DATE Sept. 30/48
FILED BY G.E.A.Rice

PERSONAL INFORMATION

NAME: SAITO, Keitaro

HOME ADDRESS: R.R. #1 Cedar Valley Rd -- #496, Mission, B. C.

REGISTRATION NUMBER 13107 SEX: Male AGE: 64

OCCUPATION: Farmer

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

EMPLOYER: "Self"

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Shizu

ADDRESS OF WIFE OR HUSBAND: Cedar Valley Rd, #496, Mission, B. C.

NAMES OF ANY LIVING CHILDREN: ~~Tadashi (M)~~ ~~None~~

Tadashi (M)

ADDRESS OF CHILDREN: R.R.#1, Cedar Valley Rd., #496 Mission, B. C.

AGE OF CHILDREN: 25 years

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

1. LOCATION AND DESCRIPTION: "No.496" R.R. #1 Cedar Valley Rd., Mission, B. C.
Lots 15 and 16 of the South half of the S.W.quarter of Sec. 28 T. 17
Map 661 in the D of New Westminster.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2-storey 5-room house, wooden frame;
root house (2 stories, Wooden frame) barn; picker house; and garage.

3. INSURANCE (Give particulars; state where policies are) Fire Insurance applied for
New England Fire ins. Co. / Reed, Phipps & Davies Ltd. $1,500.00
Policy

4. TAXES (Amount and where payable) $26.50 paid 1941, at Municipal Hall
Mission, B. C.

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

6. OCCUPANCY AND LEASES (If vacant so state) Owner.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: The Canadian Bank of Commerce Mission, B. C. in Box 88 belonging to K. Ogawa.

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

9. IF FARM LAND STATE CROPS SOWN 2 acres loggenberries 1 Acre strawberries ½ acre Rhubarb; ½ blackberry; 2 Acre Hops;

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: ~~3½ acres on Sawdust Rd., Mission, B. C.~~

2. LANDLORD'S NAME AND ADDRESS: ~~W. Sawyer - R.R. #1, Sawdust Rd., Mission, B.C.~~

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
7 year lease, ceases in 1945, paid October 1942 $30.00 yearly

4. STATE WHEREABOUTS OF LEASE: The Canadian Bank of Commerce Mission, B. C. in Box 88 belonging to K. Ogawa.

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:
3½ acres of Strawberry plants.

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
Kitchen stove; ~~heater-stove~~; ~~3-tables~~ 1 3 ~~6 chairs~~ 5; kitchen utensils; 3 beds; 1 cultivator; 1 plough; 2 harrows; fruit ladder; 1 carpenter ladder; raspberry wire 1000 lbs; 1 harness equipmentl ~~4 hoes~~ 25 2 mattocks; ~~2 shovels~~ 15; 1 peeve; 1 sledge hammer; ~~4 wedges~~ 15; ~~2 wooden barrels~~ 5; 1 crow bar; 252 hop posts; ~~2500 lb.~~ ~~hop wire~~ 5; 1 water pump and tank (electric); 12 hop baskets; ~~2 hop wire lowers~~; 5 - sold by Austin 7/2/45 - Mission 16 ~~1-wheel-barrow~~; 1-auger; 50 ft water hose; 50 trays (strawberry); 1 loggin chain; 4 scythes; 1-gramaphone; 2-forks; 2-wash tubs., Owner's address Cedar Valley, Rd., Mission, B.C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS
None

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

k of Commerce

re strawberries

C.

d., Mission, B.C.

ission, B. C.

, FIXTURES,
EFFECTS:

3 beds;

raspberry

l peeve;

posts; ~~2500 lb.~~

~~wire lowers;~~

oggin chain;
Valley, Rd.,
Mission, B.C.

REST IN, OR

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
1-$50.00, 1-$25.00; 1-$10.00, and 1-$5.00 War Savings Certificates - 88 shares capital stock Pacific Co-operative Union: 4211-4266; 981-985; 2914-17 5057-71; 2251-54; 1609-12; also 15 shares cap, stock The Western Canada Hop Co-operative Union: 67-81. In our possession

8. BANK ACCOUNTS: Current Acc. Bank of Commerce, Mission, B. C. Amt $19.00

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: Property owned to be....
Leased to Abram Friesen R.R.#1 Cedar Valley Rd., Mission, B. C.
$250.00 yearly which has been paid in advance. The power of attorney will be given ~~to Pacific Co-Operative Union, Mission, B. C. after the first year. (present~~ lease end Feb. 1943).

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 7th day of April 1942

(Signature) "Keitaro SAITO"

"A.G.McArthur"
Witness

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

November 8th 1948 C. M. Scott

FORM "J"

BUREAU POWELL STREET

FILE NO.

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having no property in any protected area.

NAME: SAITO (Shizu) Mrs Keitaro

HOME ADDRESS: R.R.#1, Cedar Valley rd., Mission city REGISTRATION No. 13106

SEX: Female AGE: 52 MARRIED? Yes

OCCUPATION AND EMPLOYER: None

NAME OF WIFE OR HUSBAND: Keitaro ADDRESS: R.R.#1, Cedar Rd., Mission

NAMES OF LIVING CHILDREN: Tadashi ADDRESS: " " "

ADDRESS:

ADDRESS:

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this 7th day of April 1942.

WITNESS: "A.G.McArthur (Signature) Signed in Japanese

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

RV 8148