Name of Claimant NISHIOKA, Shigeki Case 872

Custodian File

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Total Award 80% of all Sale Prices Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Total Award 125% of all Sale Prices: Amount	
					3449						3800.00

PERSONAL PROPERTY

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

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	
820.00	323.93	97.18	39.5%	49.00	19.35	1066.	127.92	244.45

TOTAL RECOMMENDATION 4044.45

1540

CASE NO: 872

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

Winnipeg, Manitoba.

September 7th, 1948

IN THE MATTER OF THE CLAIM OF

SHIGEKI NISHIOKA

PROCEEDINGS AT HEARING

Original

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1. REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

10

B E F O R E

(THE HONOURABLE MR. JUSTICE A.G.BUCKINGHAM, SUB-COMMISSIONER)

Winnipeg, Manitoba.

September 7th, 1948

IN THE MATTER OF THE CLAIM OF

20 SHIGEKI NISHIOKA

PROCEEDINGS AT HEARING.

APPEARANCES:

F.M. FERG, Esq., Appearing for the Dominion Government

J.C.KIRBY, Esq., Appearing for the Claimant.

SHIGRU HIRAYAMA, Esq Official Interpreter

MARK H. PEARCE, Esq., Official Reporter.

30

Shigeki NISHIOKA, the claimant herein, being first duly sworn, testified as Follows:-

MR. KIRBY: I would like to file an amendment to this claim, Your Honour.

THE COMMISSIONER: Is it written?

MR. KIRBY: Yes.

THE COMMISSIONER: You might state the nature of the amendment.

MR. KIRBY: Well, I have redrawn the whole claim and I have made certain amendments and I cannot say which of the amendments are cited, but in the end the fair market value of the land is the same, he still claims $7.500.00 and in the case of the buildings our claim was $10,250.00 and there is an amendment now totalling $11,992.30. The chattels have been amended with the result that they have been decreased from $3,895.00 to $3,605.00.

THE COMMISSIONER: Let me get this; the land is $7,500.00 and the buildings are increased from $10,250.00 to what?

MR. KIRBY: $11,992.30

THE COMMISSIONER: That brings the total of the buildings and land up to what?

MR. KIRBY: The land is $7,500.00 and the buildings $11,992.30

THE COMMISSIONER: That is $19,492.30.

MR. KIRBY: That is right.

THE COMMISSIONER: And the chattels are?

MR. KIRBY: $3,605.00

THE COMMISSIONER: $3,605.00?

MR. KIRBY: That is right Your Honour.

THE COMMISSIONER: Well, they add up with me to $23,097.30.

MR. KIRBY: That is right, Your Honour.

DIRECT EXAMINATION BY MR. KIRBY:

Q I show you a statement of Real Estate, is that your signature? A Yes.

Q Do you swear that the contents of this statement are true to the best of your knowledge and belief?

A Yes.

MR. KIRBY: I would like to file this as Exhibit 1, Your Honour.

(REAL ESTATE STATEMENT, EXHIBIT 1.)

Q I show you a statement of personal chattels, is that your signature? A Yes, it is true, I swore.

MR. KIRBY: I would like to file that as Exhibit 2, Your Honour.

(PERSONAL CHATTEL STATEMENT, EXHIBIT 2.)

MR. KIRBY: And on behalf of my learned friend I would like to file the the analysis of personal property which I will file as Exhibit 3.

(ANALYSIS OF PERSONAL PROPERTY, EXHIBIT 3.)

MR. KIRBY: And also on behalf of my learned friend I would like to file the farm appraisal report as Exhibit 4.

(FARM APPRAISAL REPORT, EXHIBIT 4.)

MR. KIRBY: I would like to draw Your Honour's

attention to the fact that in the farm appraisal report, the appraiser gives the acreage of the property as 6.09 acres as being cleared and 3.16 acres as consisting of bush. In the claimant's claim he swears that there is just an uncleared area of one acre and there is a cleared area of 7 3/4 acres and the remainder of the cleared acreage is put in to asparagus and black current bushes. I would like to ask my learned friend if he has an assessment certificate of the property received from the municipality in connection with this land.

MR. FERG: We haven't a certificate, Your Honour, but we are prepared to admit that the land was assessed at - the real property, that is the land at $975.00 and the improvements at $4,500.00. that is the assessment for the year 1943.

MR. KIRBY; In this connection I would like to draw Your Honour's attention to the valuation of the land as given by the appraiser as being $680.40 as against the $975.00. I think it is a well known fact that the assessed value of municipalities are always greatly lower than the actual value of the land. This is borne out by the fact that the assessed value of the buildings is $4,500.00 whereas my cliant's claim is for over $11,000.00 and the appriaser gives the value of the buildings as being $5,466.00

Q Mr. Nishioka, I show you a sketch, does this

sketch represent a map of your area, the area in which your farm is situated?

A Yes.

MR. KIRBY: I would like to file this as Exhibit 5 Your Honour.

(SKETCH, EXHIBIT 5.

MR. KIRBY: I have a copy of the sketch for Your Honour if you wish to have it to follow the line of questioning?

THE COMMISSIONER: All right.

MR. KIRBY:

Q On this sketch Mr. Nishioka, will you kindly point out the location of your farm?

A Mine is on the corner of this Town line road, the King George Highway.

Q In the square marked S. Nishioka, is that right?

A Yes.

MR. KIRBY: I would like to draw Your Honour's attention to the fact that in the appriasal Report it states that the farm is situated on the main hard-surfaced Peace Arch Road and is situated about 4 miles from New Westminster.

Q Mr. Nishioka, is the Peace Arch Road the same as The King George Highway?

A Yes, it is the same.

Q Do you know of a Daniel K. McIntyre?

A Yes.

Q Where did he live in 1942 when you lived here?

A Right next to my place.

Q Do you know what his occupation was at that time?

THE COMMISSIONER: That is to the North?

MR. KIRBY: Yes, to the North, Your Honour.

Q What was his occupation in 1942 when you left?

A He was running a gas station.

Q Are you sure about that? A Yes, he was a truck driver and he bought or rented or something Mr. McKenzie's gas station.

Q Would you know Mr. McKenzie's signature if you saw it? A Yes.

Q Would you say that that was Mr. McKenzie's signature? A Yes.

MR. KIRBY: Your Hohour, I ask leave to file the declaration of Daniel K. McKenzie, New Westminster, Province of British Columbia, Tobacconist; it relates to the comparitive values around the area in which the Claimant's land is situated.

THE COMMISSIONER: Will Mr. McIntrye be available at Vancouver?

MR. KIRBY: He lives in New Westminster, I don't know whether he will be available but he is accessible, he can be gotten hold of.

MR. FERG: Your Honour, I was just going to speak to that very point. I submit that if this evidence is allowed to be tendered, that is on the values, that my learned friend ought to undertake to produce Mr. McKenzie for cross-examination if necessary. We are doing that, we put in our documents with that undertaking. I quite realize that the rules are lax as far as the evidence is concerned, but here is a declaration taken in absentia and this is not

accepted in our practice. If my learned friend will undertake to produce Mr. McKenzie - - -

MR. KIRBY: I am afraid I cannot give that undertaking. I don't know the circumstances of Mr. McKenzie. The last time I heard from him he was over seventy years of age and suffering with heart trouble and he indicated he probably would not be able to attend at Court. That is how the matter stands and I thought, in the absence of that, I could put this declaration in for what it is worth.

THE COMMISSIONER: I think perhaps it could go in for what it is worth.

MR. FERG: Just before it goes in Your Honour, might I see the declaration?

THE COMMISSIONER: Yes.

MR. KIRBY: I will file this declaration as Exhibit 6, Your Honour. It is the declaration of Daniel K. McKenzie and he is described as a tobacconist and not a real estate agent or valuator.

THE COMMISSIONER: He is not a real estate agent or valuator?

MR. KIRBY: That is right, Sir. The Declaration reads as follows, Your Honour "Canada, Province of British Columbia, to Wit: In the Matter of Shigeki Nishioka and part 10 acres of Section 35, Block 5 North, Range 2 W, shewn red and lettered A on Sketch No. 133 NWD (292 King George Highway R.R. 4 New Westminster, B.C.) I, Daniel K. McKenzie, of the City of New Westminster, in the province of British Columbia, Tobacconist, do solemnly declare that: 1. I know

Shigeki Nishioka and have known him for years. 2. That for about three years I was a neighbor of his, residing or owning land at 292 King George Highway, R.R. 4 New Westminster. 3. That Mr. Nishioka operated a poultry farm at 292 King George Highway aforesaid on land in area of approximately 10 acres. 4. That from information received I believe that a Mr. Ross McIntyre sold his eight acres, 360 feet North on King George Highway in 1942 for $3,000.00. 5. In the year 1940 I bought five acres at 291 King George Highway of which one was clear and developed at $240.00 per acre. 6. In the year 1940 I bought property at 289 King George Highway, of which there were four acres cleared, with about fifty fruit trees at approximately $350.00 per acre for the land alone. 7. In my opinion, in the year 1943, a fair market value of the above land of Shigeki Nishioka, and buildings and equipment was - - -" He did not fill this in Your Honour but he went on to say "Can only say that the land was cleared, the soil was good and there were substantial dwelling and outbuildings for general use, room for several thousand chickens. And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act." Declared before me at the City of New Westminster in the Province of British Columbia this 15th day of April, A.D., 1948 and it is signed D.K.McKenzie.

DECLARATION OF D.K.McKENSIE, EXHIBIT 6

MR. KIRBY:

Q Mr. Nishioka, do you know the Ross McIntyre referred to in Mr. McKenzie's declaration?

A What was that?

Q Do you knowRoss McIntrye? A I got mixed up between McIntyre and McKenzie the last time, first I said McKenzie but I am mixed up with McIntyre.

Q What occupation is Mr. McKenzie? A He is a wholesaler in a big business.

Q And what about Ross McIntyre? A Ross McIntyre is in the truck business and he rented McKenzie's gas station.

Q I refer to the sketch, now will you point out the land to which Mr. McKenzie in his declaration refers to as being the land of Ross McIntyre?

A Here

Q It is in that square marked 'R.McIntyre', on the right hand side of the road?

THE COMMISSIONER:

Q Whose land is that that is blank?

MR. KIRBY:

Q Whose land is this between yourself and Ross McIntyre? A Mr. Candel.

Q- Where did Mr. McKenzie live? A Right besides my place.

Q Can you point it out? A Yes, it is the square marked ' Shigeta and G. Olson.

Q This square opposite your place?

A Yes.

Q Do you know the land referred to in Mr. McKenzie's declaration where he says he bought property at 289 KingGeorge Highway?

A I can't tell the number, but I know McKenzie's is right close to my place.

Q Did he buy that property in 1940?

A Yes.

Q And he also bought the property in 1942 referred to as 291 King George Highway, is that the same property that you say he bought?

A Yes, that was Olson's property.

Q You say you know the Ross McIntyre property?

A Yes.

Q What was the condition of that property at the time? A It is all bush, like, behind.

Q How many acres were cleared on that property?

A I didn't see much cleared, just around the house.

Q How many acres was there there?

A I can't tell you how many acres was on McIntyre's, I know next to my place Candel's is the same size as mine, 10 acres.

Q What was the condition of the property 291 King George Highway, referred to in the declaration, at that time, that is Mr. McKenzie's property? A One portion is cleared.

Q Can you say how much that portion is?

A Nearly five acres, the whole parcel is five acres but I don't really know how much is cleared.

MR. KIRBY: I would just like to draw Your Honour's

attention to the appraisal which placed a value of $50.00 for the cleared part and $30.00 an acre for the uncleared part. Coming now to the buildings, Your Honour, the appraisal report values the house on the property at $1,500.00 and states that the foundation is made of concrete and is in good repair. The Claimant in his statement, I believe, says that he built the house in 1934 at a cost of $2,800.00 and that in 1941, just one year before he was evacuated, he constructed an addition at a cost of $1,052.00. The appraisal report on page 3 gives the age of the house as being 10 years old. Actually, it is only 8 years old. It is obvious from the comparison of the two figures that the appraiser's valuation at $1,500.00 on both the house and the addition is ridiculously low. The addition itself cost two thirds of that the year before.

Q Mr. Nishioka, I show you National Union Fire Insurance Company Policy Number 201457, standing in the name of Shigeki Nishioka, are you the person named as the insured in that policy?

A Yes.

Q What does that policy cover?

A One thousand dollars on the house.

Q The policy runs from April 25th, 1940 to April 25th, 1943, the insurance then was put on the house two years before you were evacuated and one year before the extensive addition was const

ructed on the house? A Yes.

Q Mr. Nishioka, was your house insured in 1940 for its full insurable value?

A No.

Q I would like to file this Insurance Policy Your Honour.

(NATIONAL UNION FIRE INSURANCE POLICY NUMBER 201457, EXHIBIT 7.)

Q Mr. Nishioka, in what amount could you have insured the house had you wanted to?

THE COMMISSIONER: How is he going to say that?

MR. KIRBY: It is an improper question, Your Honour. On page 1 of the appraisal report the appraiser stated that the dwelling is habitable without repairs and that the house is painted. I now come to the meticulous portion of the claim, namely, the other buildings on the property. Mr. Nishioka, the claimant wishes to point out that the sizes of the buildings mentioned on page 3 of the appraisal report are actually smaller than they actually are. For instance, referring to page 3 of the appraisal report, the Garage, that is the seventh item down, it is given as 12 x 14 x 9. In the Claimants statement he swears that it is 12 x 16. Also the next item, Henhouse, D.D., that is double decker,, that is two stories, the appraisal report gives it as 20 x 218 x 16 whereas the Claimant swears it is 22 x 218. It costs a lot more to build a hen house two stories high and

and two feet wider than the 20 feet the appraiser says it is. There would be a great increase in the cost right there. Two items down from the henhouse, another henhouse which the appraiser says is 20 x 42, the Claimant swears that the building is 20 x 44. And the next item, henhouse 12 x 32, the claimant swears it is 14 x 32. Then two items further down, henhouse, double decker, 120 x 20, the Claimant swears that it is much larger than that, in fact he swears it is 135 feet long by twenty-two feet wide. The next item, item fourteenk Henhouse, double-decker 106 x 20, the claimant says it is 100 feet long by 22 feet wide. The next item, Henhouse - - -

THE COMMISSIONER: Are these the same buildings?

MR. KIRBY: Yes, I am sorry, that is the same - building, Your Honour.

Q Mr. Nishioka, in your statement you have a Henhouse 22 x 100 feet, is not that the same building referred to in the appraisal report as 106 x 20 x 15; in other words, is this building, the hen house 22 x 100 the same as this building 106 x 20 x 15? A Yes, that is the same one. This is only an addition but I didn't count that.

Q That extra six feet is a small addition?

A Yes, I didn't count that.

MR. KIRBY: The next item Your Honour is Henhouse, 20 x 60 x 9, the claimant says it is 22 x 60.

S. Nishioka
In Chief.

And the next item, Henhouse, 12 x 22, the claimant says it is 16 x 22. And finally, the henhouse referred to as 14 x 30 x 8, is actually 14 x 32 according to the claimant. It seems throughout that there is a discrepancy of two feet through almost all the dimensions. I would like next to draw Your Honour's attention to the cost accounts attached to the real property statement as 'A' and ' B', with respect to the henhouse referred to on page 3 of the Report half way down the page as being 120 x 20 x 15 and referred to in the claimant's statement as consisting of two buildings 22 x 75 and 22 x 60.

THE COMMISSIONER: I see, that explains it.

MR. KIRBY: Actually, Your Honour they are two separate buildings built close together but built a year apart. In these two buildings I will take them together for the purpose of financing the cost account of these two buildings and that is shown in schedule 'A' and 'B' attached. The cost accounts of 'A' and 'B' of these buildings, or of the one building as shown in the appraisal report totals $2,531.80. The first half of the building was built in 1939 and the second half was built in 1940 and, notwithstanding that the appraiser says they are seven years old, they were actually, at the time of the appraisal being taken three and two years old respectively. The Appraiser's report says they are seven years old Looking at this figure and looking at the value

which was given it by the appraiser of $600.00, it is an extraordinary depreciation of over 75% for a period of two or three years.. The Claimant states in his claim that the actual value of the buildings was a total of these two amounts being $2,204.90. This same argument applies with respect to the next item, the henhouse referred to in the Apprisal Report as double decker, 106 x 20 x 15. The Claimant in Schedule 'C' attached gives the cost account of this building which was built in 1940, just two years before the valuation was made, $1,125.40 and takes of a depreciation for two years of $112.00 and claims $1,013.40. Looking at the Appraisal Report, the appraiser gives a valuation of $575.00, which, compared to its cost of constructions makes a depreciation of 60% over two years. The valuation says the building is five years old. Actually it was built in 1940, so it was two years old when the valuation was made. The appraisal refers to an old henhouse, the sixth item down, as being 20 x 60 c 8 and says that it is 20 years old, poor condition and worth nothing. In the Claimant's statement he says that it is two feet wider than the appraisal states, that it was built about the year 1932 and cost him at that time $550.00. He says it was in good condition and he estimates the value of it as being $150.00.

Q Mr. Nishioka, I show you Norwich Union Fire Insurance Society Limited Policy number 2807433 in the name of Shigeki Nishioka, are you the insured named in that

policy? A Yes.

Q What does this policy cover? A $5,000.00

Q On what property? A The henhouses.

Q Just the hen houses? A Just the hen-houses, yes.

THE COMMISSIONER: It speaks for itself. He can identify the buildings in it as being the buildings in his claim. I am not exclusing it, I just thought perhaps he could identify the buildings named in the policy.

MR. KIRBY: Yes, I am trying to do that Your Honour, or, should I put it in as an Exhibit first?

THE COMMISSIONER: Well, you want to be sure that it refers to these buildings on which the claim is made.

MR. KIRBY: This policy covers the insurance on a number of buildings. it first covers $500.00 on a chicken house 22 x 58, two story, frame, shingle.

Q Mr. Nishioka, this building referred to as 22 x 58 in the policy is that the same building as referred to in this item here as henhouse double decker, 22 x 58? A Yes, it is the same one.

THE COMMISSIONER:

Q Insured for how much ?

MR. KIRBY: $500.00. The second item refers to a chicken house, 22 x 160, one story, frame, shingle for the sum of $400.00. I now refer to the Claimant's statement about three quarters of the way down where it is listed as henhouse 22 x 60 - - -

THE COMMISSIONER : Where is that?

MR. KIRBY: About three quarters of the way down, 22 x 60, in the Claimant's statement.

THE COMMISSIONER: Yes, I see it. Insured for what?

MR. KIRBY: Insured for $400.00.

THE COMMISSIONER: That is the one that he values at $660.00?

MR. KIRBY: That is the one. Now, then, the third item, Feed House, 22 x 40, two story, frame, shingle, and the amount $500.00, what building is that referred to in this statement Mr. Nishioka?

Q Just tell me what building this building refers to here, 22 x 40, two stories, what building is that? A This is the one.

Q That is the granary, 22 x 40 one and a half stories, and the claimant claims $650.00.

THE COMMISSIONER: And how much is it insured for?

MR. KIRBY: $500.00 your Honour.

THE COMMISSIONER: Where is that referred to in the appraisal Report?

MR. KIRBY: As a granary, Your Honour.

THE COMMISSIONER: Yes, I see it, and he puts it at $400.00.

MR. KIRBY: Yes, Your Honour. I may say at this time, Your Honour, that this policy runs from May, 1942 to May 1945. Mr. Nishioka was evacuated in May, 1942.

THE COMMISSIONER: Are you putting the Policy in?

MR. KIRBY: Yes I am, as soon as I am through with it Your Honour. Then it refers to incubator shed, 16 x 22, one story, frame, shingle, for $100.00

Which building on the appraisal is referred to as incubator house, 16 x 22, one story, $250.00.

THE COMMISSIONER: Yes, I have it.

MR. KIRBY; It is the 5th item from the top, Your Honour, incubator House he calls it, 16 x 22, and the claimant's estimated value is $330.00.

THE COMMISSIONER: And it is insured for - - -?

MR. KIRBY: $100.00

THE COMMISSIONER: Now where is that again on the Appraiser's Report?

MR. KIRBY: It is called Incubator House and it is about the fifth one down and he values it at $250.00. The next item mentioned in the Insurance Policy is Chicken House, 22 x 130, one story, frame shingle, $600.00

Q I show you your statement Mr. Nishioka, which is the chicken house referred to in the policy as 22 x 130, one story? A I think this is the one 22 x 75 and 22 x 65 or 60.

Q It is those two buildings joinedtogether?

A Yes.

THE COMMISSIONER: And they are in the Appraiser's REPort as what?

MR. KIRBY: As a henhouse, double decker, 120 x 20 x 15, and that was insured for $600.00, and the valuator made a valuation of $600.00. The next item is a chicken house, 22 x 100, one story, frame, shingle, $500.00. I refer to the Claimant's Statement about three quqrters of the way down, Hen House 22 x 100, frame building, built in 1940, in which he estimates the value at $1,013.40, and that was insured for $500.

THE COMMISSIONER: Where is that on the Appraisal Report?

MR. KIRBY: Hen House, Double decker, 106 x 20 x 15.

THE COMMISSIONER: Alright.

(NORWICH UNION FIRE INSURANCE POLICY No. 2807433, EXHIBIT 8.)

MR. KIRBY:

Q Mr. Nishioka, were these buildings insured for their full insurable value?

A No.

Q- Were they insured for more or less than insurable value? A Less.

MR. KIRBY: I would like now to bring Your Honour's attention to the discrepancy in the ages of the buildings. Referring to page 3 of the valuator's Report, in the column marked 'age', he states there that the house is aged 10 years, I have already said it was aged 8 years. Incubator house, the valuator's report is 5, the Claimant is 4. The next item, hen house, 20 x 60, the report says 20 years old, the Claimant says approximately 10 years old. The next item, garage, 12 x 14, the report just says old, the claimant says approximately 10 years old. Further down, hen house, 120 x 20 x 15, in the report the age is given as 7 years, our client swears it was only 3 years old. The next item, hen house, double decker, 106 x 20, the report says five years, the claimant says 2 years old. Another hen house, 20 x 60, the report gives the age as 3 years old and the claimant says it is

2 years old. A couple of items beneath that, hen house, 12 x 22, the report just says old, the claimant says it is 6 years old. Two items beneath that, hen house 8 x 12, the age is given as 3 years and the claimant says it is 1 year old. Under the item listed as 2 Colony houses, 12 x 18, one colony house is given in the report as aged 6 years and the claimant says it is 1 year old. Under 11 colony houses, 4 years old, the claimant says they were all built in 1941, the year before he left. Under the shed, 12 x 16, it is given in the report as 'not old', I think my client says it is 3 years old. No where in the appraisal is there mention made of an electrical pump installed by the claimant. My client states that the land is served by two wells constructed by the claimant and 1000 feet of water pipe lines in addition to other improvements. He states that one of the wells has a constant supply of water notwithstanding the dry years and that by means of an electric pump the water is fed to an automatic fountain in the poultry house and is fed into all henhouses as well as the dwelling. All these items are set forth in the statement of real property.

THE COMMISSIONR: The appraisal report says there was a pressure pump in the basement.

MR. KIRBY: I am sorry, Your Honour, I withdraw the reference to the pressure pump. There is still 1000 feet of pipe line and an automatic fountain.

Q Mr. Nishioka, when did you instal the pipe line and automatic fountain on your land?

A 1941

Q What did this installation cost you?

A $1,100.00

Q What value would you place on this equipment, one year later in 1942, when this valuator's report was made? A About $1,000.00

THE COMMISSIONER: That is included in his value of the land?

MR. KIRBY: Yes, Your Honour.

Q When did you instal the electrical facilities on your land? A 1941 and then I installed a special i nstallation to the incubator house and the brooder houses in 1942.

Q How much did it all cost you?

A A little over $2,000.00

MR. KIRBY: I would like to refer to page 3 of the valuator's report, which says that the buildings for most part are in good shape. White man's type of house without plaster; pressure pump in basement. Old dwelling is to be pulled down by Japs instructions. Incubator house is not new, but has concrete floor and wall and fitted with batteries of incubators for thousands of chicks. Granary is new, concrete floor, 2 st. to be added, but is timbered for this. Newer henhouses are modern and well built and wired. It is a highly intensified place as to buildings. I would nowlike to refer to the claimant's statement on personal chattels.

THE COMMISSIONER: Was that filed at all, I cannot see that it was. Was that original claim for

chattels filed? Oh Yes, $3,895.00, now you have amended that?

MR. KIRBY: Yes, Your Honour.

THE COMMISSIONER: Now, before we go into that would you like a recess for five or ten minutes.

MR. KIRBY: Yes, I would, Your Honour.

THE COMMISSIONER: Very well.

COMMISSION RECESSED 11.40, a.m.

COMMISSION RESUMED: 11.50, a.m.

THE COMMISSIONER: All right, you are going into the chattels now.

MR. KIRBY: Yes, Your Honour, but just before we leave that portion of the land I would like to make a further comment. On page 4 of the appraisal the remarks there read as follows: "Very well located farm on Peace Arch paved road and not far south of its junction with main trans-Canada Highway. It has a slight southern tilt. Soild is a substantial clay loam on quite a heavy clay subsoil with hard pan around 3 feet deep varying somewhat up to two foot mix. It is built up as a purely poultry proposition. Owner was a commercial hatching man and has accomodation for a very large number of layers. If margin of profit disappeared, only a capitalist would weather the storm if he was fully stocked. I feel the place is overloaded with buildings. Also, in case of a sale, his market is extremely limited and he would have to sell at quite a sacrifice so far as building values are concerned." In rebuttal to that statement I would

like to refer to Mr. Nishioka's statement as typed in the real estate statement, he says "There was no Canadian Thistle or other noxious weeds on the land when the claimant gave up possession to the tenant in May, 1942. At that time Black Current bushes and Asparagus fields were in good cultivation. The land is served by two wells constructed by the claimant and 1000 feet of water pipe lines in addition to the improvements above mentioned. One of the wells is constructed out of concrete and has a constant water supply notwithstanding dry years. By means of an electric pump the water is fed to an automatic fountain in the poultry house and is fed into all henhouses and dwelling. The electrical equipment is especially adapted for incubators and brooders and supplies power to buildings on the land. This farm had a splendid future. It was newly built up with poultry houses for 5,000 to 6,000 layers and for 4,000 to 5,000 young stock. The hatchery contained an efficient electrical equipment. At the time of evacuation the deman for egg produce was unlimited and there was little, if any, possibility of the margin of profit disappearing. This is obvious from the fact that market and produce values have increased steadily since the beginning of the last war. The hatchery portion of the farm was highly profitable and the market good as evidenced by the number of back orders (50,000) chicks) still to be filled at the time

of evacuation."

Referring now to the Claimant's statement of personal property. The Claimant lists the main articles of personal property which were included in the make-shift statement filed, mostly, in fact all consisting of incubators. Then there is the general statement as to chattels not described above. Perhaps I should read the general statement "As this is an amendment of the statement of personal chattels originally filed with the Custodian, the claimant refers to the said statement contained in his original claim for those chattels not above set forth. The balance of the chattels referred to in the original claim total $870.00, which together with the chattels above set forth make a total claim for personal property of $3,605.00." And I attached to that document the original claim. The Claimant takes issue, mainly, with the Petersine incubator and states "The claimant purchased the Petersince incubator in 1938 for $1,600.00. In 1941, shortly before evacuation the claimant made special improvements to the said incubator at a cost of $200.00, and was in excellent condition when he left. The claimant disputes the valuation made for the custodian at $600.00 as being too low and being contrary to the rate of depreciation of 10% per used year as accepted by the trade." The Claimant takes issue mainly with the Petersine incubator because in the personal property

analysis it was sold for, at least a tender was made before it was sold, for $400.00.

Q Mr. Nishioka, you say that you purchased this Petersime incubator in 1938 for $1,600.00, how many years did you use it?

A Three years.

Q Do you know Ada G. Brown?

A Yes.

Q Where does she live? A Douglas Road, New Westminster, B.C.

Q ¼ Who is she? A She was the secretary for Mr. T. Smith.

Q Who is Mr. T.J.Smith? A He was a dealer in the Petersime incubators.

Q Is he the person from whom you bought your incubator? A Yes.

Q Where is Mr. Smith now? A He is dead.

MR. KIRBY: I ask leave of Your Honour to introduce this affidavit or declaration of Ada G. Brown, taken on the 13th day of August, 1948, and it has reference to the Petersime incubator bought by Mr. Nishioka.

THE COMMISSIONER: What does she say?

MR. KIRBY: She verifies the price of the incubator.

THE COMMISSIONER: What position is she in to give that?

MR. KIRBY: She was the Secretary to Mr. Smith from whom Mr. Nishioka bought the incubator and Mr. Smith is dead.

#) THE COMMISSIONER: He is dead but she, who was his

Secretary is not dead and she makes this declaration and she resides in New Westminster; she will be available for cross-examination?

MR. KIRBY: I would not undertake that, Your Honour, she lives at New Westminster.

THE COMMISSIONER: He says he bought the machine for $1,600.00 and she says so as well?

MR. KIRBY: Yes, Your Honour.

THE COMMISSIONER: What do you say Mr. Ferg?

MR. FERG: Well, Your Honour, it puts us in this position, if this document is admitted and she is not available for cross-examination as to her ability and information - - -

THE COMMISSIONER: She is a member of the firm from whom this machine was purchased for $1,600.00

MR. FERG: Suppose we do this - - -

THE COMMISSIONER: I would think the booksof Mr. Smith would be in existance?

MR. FERG: Put it in Your Honour.

THE COMMISSIONER: All right, this declaration you are tendering is from whom?

MR. KIRBY: Miss Ada G. Brown who was the secretary of Mr. T.J.Smith from whom Mr. Nishioka purchased the incubator for $1,600.00

THE COMMISSIONER: And you will undertake to produce if possible, this lady for cross-examination at the final undertaking.

MR. KIRBY: I hope to give my undertaking.

THE COMMISSIONER: Well, if possible?

MR. KIRBY: If possible. This declaration, Your

Honour, reads in the form of a letter and it reads: "2662 Doublas Rd., New Westminster, B.C. July 7, 1948. To Whom it May Concern:- This is to verify that S. Nishioka bought from Mr. T.J.Smith a Petersime incubator in the fall of 1938 at the price of $1600. It was specially builty with a masonite exterior for greater insulation and was new.. This machine, I saw, was well taken care of and was in first class condition when he, Nishioka, left. Such a machine, in my opinion, would depreciate in value at the extent of about 10% per used year. Yours truly, A.G.Brown. Declared before me by the said Ada. G. Brown this 13th day of August, 1948.' And it is signed by a Notary Public in and for British Columbia residing at New Westminster.

(DECLARATION, EXHIBIT 9.)

MR. KIRBY: I refer again to Exhibit 8, the policy of insurancemon some of the buildings, In this policy, the last item in the description of property insured, it speaks of one 11,000 egg "Petersime" electric incubator contained in building item 7, which is the incubator shed, $2,000.00.

Q Mr. Nishioka, is this Petersime incubator referred to in this policy the same incubator as referred to in your statement? A Yes, that is the same one.

Q The policy of insurance also refers to one 6000 egg 'Jamesway' electric incubator, in your statement you have two Jamesway incubators, which

Jamesway is referred to in your policy?

A The two are the same, it is one unit, you can call it two or one.

THE COMMISSIONER: The analysis only gives one Jamesway, andit is two in one unit?

MR. KIRBY: That is right, Your Honour. In the statement of personal chattels the claimant states that the Petersime incubator was in excellent condition at the date of evacuation and he values it at $1,360.00. And the two Jamesway incubators in the statement he values at $825.00, making a total claim of $2,185.00, which ispretty close to the coverage contained in the policy of insurance and this policy was taken out on May 19th, 1942, I would remind Your Honour.

I don't know what procedure Your Honour desires from now on but I have two more witnesses, very short, shall I call them now and let them be cross-examined altogether or does the Crown which to cross-examine this witness now?

MR. FERG: I doubt if we can get through with the case before adjournment.

THE COMMISSIONER: Have you any extended cross-examination of this witness?

MR. FERG: I suppose we better cross-examine now.

THE COMMISSIONER: Except if these witnesses are going to be very short; if you think you could conclude your examination and cross-examination of oneof them, I would agree to let him go.

MR. FERG: These witnesses are very short?

MR. KIRBY: Very short.

MR. FERG: Alright, this witness can stand aside until after lunch.

RAY, W. HANSEY, a witness for the Claimant, being First duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. KIRBY:

Q Mr. Hansey, what is your occupation?

A I am a hatchery owner here in Winnipeg.

Q Have you any qualifications to be a hatchery man?

A Yes, I have.

Q What are they? A Well, I have been in the poultry business all my life.

Q Do you know the claimant Shigeki Nishioka?

A Yes, I do.

Q Do you know his ten acre farm near New Westminster?

A Yes.

Q When were you last upon that farm?

A The last time was in 1946, the last time I was past the place was in 1946.

Q When was the last time you were on the farm?

A On the farm, was 1939.

Q Did you see much of Mr. Nishioka before that?

Q Yes, I worked for him for two years.

Q You say you were in that area in 1946?

A Yes.

Q Were you in that area in prior years?

A I was in that area in 1943, 44, 45 and 46, every summer.

Q Are you familiar with the property around there?

A Yes, I am.

Q Please tell us what you know about land values in that area? A Well, land values, since the start of the War have jumped substantially.

Q In 1943, do you of your own knowledge, know the value of land in that area?

A In 1943, I would say that land was selling in that area for around about $1,000.00 per acre.

Q When was this King George Highway built, that runs past Mr. Nishioka's place?

A I think it was put in in 1938.

Q Which way does it run? A The King George, that runs North and South.

Q I mean where does it run, from what place?

A It starts at Petellow Bridge, New Westminster and it goes to Blaine , Washington.

Q Is the Trans-Canada Highway nearby?

A It runs East and West and part of the Trans-Canada highway, the highway that comes from the bridge, about four miles out of New Westminster is also the Trans-Canada Highway and it continues on East.

Q Do you know anything about incubators?

A Yes, I do.

Q Do you know Mr. Nishioka's Petersime incubator?

A I saw it, yes.

Q When did you last see it? A 1940 I believe it would be.

Q Would you care to place a reasonable value on this incubator, say, in 1942?

THE COMMISSIONER: What is this man's quqlifications?

R.W.Hansey.
In Chief.

MR. KIRBY: He says that he knows incubators.

THE WITNESS: In 1942 and starting in the year 1943, the situation was that incubators were selling at a premium, that was due to the steel shortage and expenses in the hatchery business during the war years was practically doubled. The factories couldn't turn out incubators, so therefore, incubators were selling at a premium. As a matter of fact, in 1943 and 1944 incubators built in 1938 and 1939 were selling for bigger money than the new price should have been.

Q What was the housing situation like at that time in that area? A Well, there was a big housing shortage, it was due to the aircraft plant and the shipyards that were operating in Vancouver. I owned three houses just a little bit further East from his place and you could have had dozens of tenants a day if you wanted them

Q Are you familiar with the prices of poultry products in that area? A Yes, I am.

Q What was the trend of the market in that area in the year 1942 and subsequent years?

A Well, in subsequent years the hatchery business was gradually building up with a larger capacity all the time to supply the deman of chicks to the farmers.

Q How was the demand? A Very good.

Q How was the supply? A The supply was below the demand.

MR. KIRBY: That is all, I think, from this

witness.

THE COMMISSIONER: All right, cross-examination.

CROSS EXAMINED BY MR. FERG:

Q What is your name? A Ray W. Hansey.

Q Are you in business in Winnipeg?

A Yes, I am.

Q How long have you been in business in Winnipeg?

A Five years in Winnipeg.

Q What is your age now? A Thirty-three.

Q How long have you been in the hatchery business altogether? A Five years in the hatchery business and I have been sexing chicks for fifteen years.

Q Have you been in a business of your own?

A Yes.

Q How did you come to be at the Coast?

A We used to live there.

Q When did you live there?

A Lived there in 1939 and 1940

Q What was your business at the Coast?

A Chick sexing.

Q Did you do chick sexing for the Claimant here?

A Yes, I did.

Q Now, at no time did you purchase any land at the Coast similar to the claimant's?

A Yes.

Q What did you pay for it? A The land that we purchased down at Langley, Prairie, B.C. in 1937 was bought for $300.00 an acres.

Q Improved? A No.

Q Raw land? A Yes.

Q How far is that from the Claimant's place?

A About ten miles further East.

Q And what did you use the land for?

A For building, we built two houses on it and the other place we built a poultry ranch.

Q Do you know of your own knowledge of any actual sale of land in the proximity of the claimant's property? A I can't, there was just one man I was speaking to and he claims he bought a place for - - -

Q That is hearsay. Do you know of your own knowledge of an actual deal that was made on property in the locality of the Claimant's property? A No, I do not.

Q You know of none? A No.

Q In any of these years that you have spoken of you know of no deal that was made at all?

A That is right.

Q So that when you say land was selling for one thousand dollars an acre around there that is just hearsay? A Yes.

Q You don't know of any actual deal that was made in that figure? A I have nothing in writing on it.

Q Now, with regard to land values,, you have had no experience yourself in valuing land or appraising land and properties? A No.

Q You have never had much to do with it?

A No.

Q And you have never given any evidence in Court supporting any values or appraisals you have made?

A No.

Q And the same applies to poultry equipment and incubators, you are not in a position to give appraisals? A I have bought a lot of incubators.

Q But you have never gone out and given valuations on incubators? A I have sold my own and bought my own.

Q And that is the only experience you have had?

A Yes.

Q What would you say would be a fair percentage to allow for each years use on an instrument or a machine like the Petersime incubator?

A It is quite customary, in the hatchery business, to allow 10% depreciation.

Q Do you actually set down the valuation on that basis? A Yes.

Q Or is it the usual thing to go and look a machine over and get it at the best price you can bargain for? A We usually allow a 10% discount per used year.

Q In other words you won't buy an incubator on the basis of buying a pig in a poke, but at the calculated 10% per year? A Yes, we look them over to make sure that the motors are not burned out.

Q And fix your valuation from there?

A Yes.

Q I have here an appraisal that was made on this particular petersime incubator, made on July 9th, 1945 and the appraiser states 'I think that a price of $400.00 on the farm would be a fair price.' What do you say about that?

A In 1945 I would say no because incubators were selling at a premium.

Q You mean that they were worth more then than they were in 1942? A That is right. For instance, one incubator that I bought in 1945 I paid $5,400.00 for it and I bought another one in 1946 and I paid $6,500.00 and another one in 1947 and I paid $6,800.00, for all the same thing.

Q Under the terms which we are conducting this commission we are to arrive at a fair market value, you are giving us the replacement cost.

A That is for new machinery.

Q And you are referring now to what it would cost to replace these machines rather than the value of that particular machine? A That is right.

MR. FERG: That is all, thank you.

THE COMMISSIONER: Alright, witness.

TONI NAKAMURA, a witness for the Claimant, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. KIRBY:

Q Do you know Mr. Shigeki Nishioka, the Claimant

A Yes, I know him.

Q How long have you known him?

A I have since 1935.

Q When was the last time you were on his farm?

A 1942.

Q How long had you been there up until that time?

A Well, I was working for him for about three years as a chick sexer and after that I was working as a carpenter building a house.

Q In 1942 when you were in the the vicinity of his property what was the state of the land?

A Well, there is no weeds because he goes in for baby chicks.

Q What was the state of the buildings in 1942 when you were on the property?

A Well, in good condition, the buildings.

Q Did you see Mr. Nishioka's Petersime incubator in 1942? A I think it was 1941 I saw it because I was sexing chicks for him but after the season I don't think I saw them. I was on his place in 1942 but that was in January.

Q So the last time you saw the Petersime incubator was in 1941? A Yes.

Q In what condition was this incubator then?

A I think it was in very good condition, it was no trouble at all.

Q Do you know anything about incubators?

A Yes, I know about incubators because I have worked in the hatchery business for the last ten years.

Q Have you ever valued incubators or bought and sold them? A Yes, I know about them

Q Do you know the value of incubators?

A You mean about the Petersime?

Q Yes, the Petersime? A The Petersime cost $1600.00.

Q Do you know that as a fact that Mr. Nishioka paid $160000? A Yes, I know he paid $1600.00 and he only used it two years at that time, so I think he could sell it for $1400.00 or $1500.00 at that time at least.

10

CROSS EXAMINED BY MR. FERG:

Q How do you know Mr. Nishioka paid $1600.00 for this incubator? A He told me.

Q You don't know yourself, you never purchased a Petersime incubator? A No, I was just working at the hatchery.

Q You have never had occasion at any time to value or examine an incubator and value it for anybody else? A No, just the hatcherymen tell me.

20 Q Just talk and what other people tell you and that is all you know about it? A Yes.

Q You don't own a hatchery of your own?

A No.

Q You are just working out for wages?

A Yes.

Q Of course, incubators vary in price, don't they, you can buy a 1000 egg incubator cheaper than you can buy a 2000 egg incubator? A Yes and then there is different makes.

30 Q Yes, there is the Jamesway, the Charter and the

Petersime. What is the difference between the Petersime and the Jamesway?

A I think the hatchability is about the same.

Q You don't know anything about the depreciation of a machine, you understand what I mean?

A Yes, hatcherymen say about 10% a year.

Q For instance, if it was ten years old and the depreciation was 10% per year, it would have little value then? A Yes, but during the war it was hard to get machines, people would offer a price more than they really are.

Q Did you do any sexing for Mr. Nishioka in 1941?

A Yes, in 1941.

Q And that is the last time you were there?

A Yes.

MR. FERG: That is all, Your Honour.

MR. KIRBY; That is the claim, Your Honour.

THE COMMISSIONER: Yes, but your claimant will be here after lunch for cross-examination?

MR. KIRBY: Yes.

THE COMMISSIONER: We will adjourn now then.

COURT ADJOURNED: 12.45 a.m.

COURT RESUMED: 2.00 p.m.

SHIGEKI NISHIOKA, the claimant herein, returns to the witness stand.

MR. FERG: Your Honour, I believe my learned friend asked for a notice of assessment this morning and I have found it in the file and I will file it. It is a Notice of Assessment for 1943, of the

Municipality of Surry, B.C. It shows the value of the land at $975.00 and Improvements at $4,500.

(ASSESSMENT, EXHIBIT 10.)

MR. FERG: I would also like to put in the appraisals of some of this property. In common with other cases, I will say that the appraisers will be available if at all within the realm of possibility. This appraisal is dated July 9th, 1945 and is made by A. Hamacher of Buckerfield's Limited, Vancouver, B.C., in which he states "As requested by you in our telephone conversation, I am pleased to submit a valuation of the above named incubator - this is speaking of the 11,000 egg Petersime incubator, your Honour - with which I am well acquqinted. I think that a price of $400.00 on the farm would be a fair price, Yours truly."

(APPRAISAL, EXHIBIT 11.)

MR. FERG: I have a further appraisal, Your Honour, of McLellan & McCarter, Limited, feed specialists, 1605 West 6th Avenue, Bancouver, B.C., dated January 18th, 1945, addressed to the Office of the Custodian, Japanese Evacuation Section, 506 Royal Bank Building, Vancouver, B.C., attention Mr. W. E. Anderson, Gentlemen: As per your instructions the writer went out to the farm of S. Nishioka, located on the King George Highway, and made an appraisal of the two Jamesway incubators. We found them in fairly good condition, and place a valuation of $600.00, which I think is a very fair price. Our out of pocket expense in connection

with this work amounts to $10.00; in addition to which we are entitled to 2 percent commission on the $600.00 valuation, making a total of $22.00, Yours very truly.

(APPRAISAL, EXHIBIT 12.)

MR. FERG: I have a further appraisal of Trapp Motors, Limited. I presume they are at Vancouver, there is no address shown here. The appraisal is made of the following chattels belonging to Shegiki, Nishioka, #12623, file 9602, 292 Peace Arch Surrey B.C., and sold to tenant, Mr. Sam Kavisto, 3 incubators (Charter) $20.00. 1 Oil brooder (Incomplete) $10.00, few misc. Chick troughs $1.00. 10 Chick drinking fountains, $5.00. 1 old table and 6 chairs, $15.00. Total, $51.00 less Appraisal fee (10%) 5.10, Total $45.90 "Considered a just and fair appraisal as made by me this 19th day of September 1944, and it is signed by T.D. Trapp and witnessed by R.M.Anderson.

(Appraisal, EXHIBIT 13.)

MR. FERG: And in this case Your Hohour will find that on the property analysis, under the list of abandoned property, there is a considerable list of goods and I wish to file a statement by R.M. Anderson, dated the 11th of August, 1945, referring to Shigeki Nishioka and which says as follows: I have examined the undermentioned articles and I am convinced that they are valueless and should be abandoned: 4 Kitchen chairs (broken). 4 Cartons old clothes. Straw basked of old clothes.

Quantity of small miscellaneous articles. 2 Linoleum rugs on floor. Bed couch - 1 bed. carton old clothes. Small quantity lumber (Used) bicycle tire. Fish net. 3 Charters Incubators (Unsaleable). Egg candler. 1 Old Kitchen range. 5 Milk cans. Electric brooder (Broken). There is a note in ink at the bottom of the appraisal stating that "These goods were brought to auction sale and remained unsold."

(APPRAISAL, EXHIBIT 14.)

MR. FERG:

Q Mr. Nishioka, how long have you been in the hatchery business? A About ten years.

Q That is on your own account? A Just in the hatchery business, in the poultry business, longer.

Q I see in your real property statement that you purchased the land in 1919?

A Yes.

Q What use did you make of the land prior to your going into the poultry and hatchery business?

A Small fruit farm.

Q Is that what you cleared the land for in the first place? A Yes.

Q Did you do the clearing yourself?

A Yes.

Q So that you didn't hire any of the work done?

A I hired a few people to help clear.

Q Well, now, can you give us a fair estimate of the cost of clearing an acre of that type of land?

A Around $400.00.

Q That is rather high, isn't it?

A It must be because everything was high then.

Q You would clear that land between 1919 and when?

A Between 1919, well, gradually.

Q Right up to the time you evacuated?

A Yes.

Q There were many years during that period when conditions were below normal?

A Yes, there was the depression.

Q And wages were low? A Yes.

Q So that it would not cost as much in those days as it would today, for instance?

A Yes.

Q And yet you still say it cost $400.00 an acre to clear it? A Yes.

Q Just what did the clearing work entail; what was involved in the clearing of the land?

A The place itself was called the Green Timbers because there was quite a few big timbers on it, and the biggest timbers the stumps were 20 feet in diameter and it would take two cases of powder to take one stump away and some stumps cost $20.00 a piece to clear and there were a number of big stumps on my place.

Q Well, what was the tree itself worth?

A Well, the big timbers had all been taken away, there was just the stumps there.

Q When you purchased it it was just in stumps?

A Yes, some green stuff, small trees but no big timbers.

Q So you still insist that $400.00 an acres was a fair cost for clearing the land?

A Yes.

Q Now you started up in the poultry business about ten years ago? A Just the hatchery business ten years ago.

Q Did you ever attempt to seel out, sell your business? A No.

Q You offered it to nobody at any time during the time you were in possession?

A Before I evacuated a few people wanted me to sell but I never tried to sell.

Q So that you never had an actual offer for the property? A No.

Q Did you ever have an independent, experienced, real estate man value your property for you?

A No.

Q Did you have anything to do with the making of the lease to Goodman? A No, but I leased it to Sam Kavisto.

Q Was he a Japanese? A No.

Q When did you lease it to him?

A 1942.

Q That was on the eve of your evacuation?

A Yes.

Q Did that lease go into force, did he take over the property and operate it?

A Yes, Kavisto took my property over.

Q Can you tell me what the terms of that lease were?

A $20.00 a month. I leased the land for only $20.00

because I thought if I left it alone for a long time it would go bad. The rental was cheap but I rented it to him to look after the place.

Q You leased it to him for 10 years at $20.00 a month cash rent? A Yes.

Q And what did that lease include, any of the chattels? A I don't know, I don't remember the details of the lease.

Q At any rate you approved of that lease?

A Yes.

Q Did it cover the incubators? A Maybe it included the incubators.

Q You haven't a copy of the lease, have you?

A No.

Q Now Mr. Kavisto took possession of the premises, the house and buildings and he lived in the house and worked the land? A Yes.

Q And you got $20.00 a month and you paid the taxes?

A Yes, I paid the taxes.

Q Did you ever keep any books showing your income and the expenses of operating this farm?

A In 1941 I kept books.

Q Is that the only year that you kept books?

A Yes.

Q What profit did the business show that year?

A $16,000.00 a little over $16,000.00.

Q Was that net profit? A No.

Q A little of $16,000.00 was your gross income?

A Yes.

Q What were your expenses as against that income?

A I cannot say the correct number of expenses, but the profit was $3,300.00

Q And how many of your family were engaged in that work? A Myself, wife and boy. He was in the university.

Q That is he is a grown man?

A Yes, he was going to University and I had two hired hands.

Q Now with regard to the real property, you say your land is worth $1,000.00 an acre?

A It is worth that now

Q Well, now, go back to 1942, conditions were vastly different in 1942 to what they are today.

A I considered in 1942 that my farm including the buildings was worth $20,000.00

Q But you never offered it for sale for that?

A No.

Q And you never got an offer of $20,000.00 for it?

A I don't remember the name but there was a party came.

Qq Did he make you an offer? A Yes.

Q How much money did he offer?

A He offered me more than $20,000.00.

Q Now with regard to your chattels, there is apparently only one article missing, that is not accounted for Mr. Nishioka and that is an electrical fan? A Yes, but I never reported the chattels to the Custodian in the beginning because I had the place leased.

S.Nishioka.
Cr-Exam.

Q But the chattels have all been accounted for by the Custodian to you except the one article, the electric fan? A Yes.

Q And that is missing? A Yes.

Q What is it worth, an electrical fan?

A $5.00.

Q That is $5.00 new, the price of a new one?

A $7.00 new.

Q Now, there were the following articles sold with the land: 2 linoleum rugs on the floor. a quantity of lumber, $20.00. A fish net, an egg candler - no, I am looking at the wrong column. Two linoleum rugs on the floor, $36.00. a quantity of lumber, $20.00. 100 feet of one inch rope, $2.00. An iron pulley, $5.00. These articles were normally attached to and became part of the farm buildings and premises?

A No, they were not attached to any buildings. The Linoleum was attached to the floor.

Q Now, you have a grand piano here at a valuation of $150.00; did you purchase that new?

A No.

Q What did you pay for it when you bought it?

A $250.00

Q When did you buy it? A I think I had it about two or three years.

Q It was sold at auction for $70.00, would that be a fair price? A I thought $150.00 was a fair price.

Q Your washing machine was a Westinghouse maching,

how old was it? A I don't remember exactly how long I had it because the wife was looking after the washing.

Q Was it bought new? A Yes.

Q And you had it how long do you think?

A Four or five years, I guess, somewhere around there.

Q And you valued it at $100.00 and it sold for $90.00, there is not much complaint about that?

A No.

Q Now, in regard to your incubators, these 9 Charter Incubators were purchased by you when?

A The first one about 1934, around there.

Q And was it bought new? A Yes.

Q And the purchase price was what?

A That incubator was $100.00

Q Are these electrical machines?

A No, oil burners.

Q And they were used every year in your business?

A Yes.

Q What would you say would be a fair percentage to deduct for each years use?

A I think half price would be a fair price.

Q Well, you have heard the evidence of your other witnesses? A I didn't hear everything that was said.

Q Well, they said that in the trade and through their experience, they figured that 10%, per year could be knocked off for depreciation?

A 10% for the first five years and the rest of the

years, 5%.

Q 10% for the first five years and 5% after?

A Yes.

Q Why the difference? A Well, if 10% is all the way through after 10 years everything will be nothing.

Q The value would be nothing? A Yes, but that incubator good for ever, never wear out.

Q But it is second hand? A Yes.

THE COMMISSIONER: Is it heated with electricity?

MR. FERG: These Charter incubators, Your Honour, the witness stated that they were oil burners.

Q And you say they last for ever?

A I don't know but I could'nt use it all, it last more than my life anyway. It goes a long, long time.

Q This Petersime incubator you say cost you $1,600.00? A Yes.

Q You used it about 3 years? A Yes.

Q And the depreciation you say, you would agree with 10% depreciation for the first five years?

A Yes.

Q Will you go any further than that and say the depreciation is more than 10%?

A No.

Q Now your claim states that you purchased this Petersime incubator in 1938, you used it 3 years and you paid $1,600.00 and you are now claiming $1,360.00; well, now, the depreciation, according to your own estimate would be $160.00 a year?

A Not every year. The first year $160.00, the next year it would be less on the total price and the next year less.

Q The first year it would be $1,600.00 - - -

A The first year it is 10% of $1,600.00 which is 160.00, the next year it would be down to nearly $1,400.00 and the same each year for five years.

Q Now, Mr. Nishioka, that is not the way it works on the market; as a matter of fact immediately an article becomes second hand it depreciates in price, doesn't it? A Well - - -

THE COMMISSIONER: Except an automobile

THE WITNESS: during the war years things like washing machines, refrigerators and incubators were very hard to get and people were selling them for more than what they paid for them.

MR. FERG:

Q You are talking about replacement values now and we don't want to get into that, it is market values we are talking about. At any rate, will you agree that 10% per year for this Petersime incubator for the three years you used it would be a reasonable depreciation? A Yes.

Q That would be alright? A Yes.

Q Now the custodian had this machine appraised and it was appraised at $400.00, will you quarrel with that? A I am not satisfied with that appraisal.

Q That appraisal was for the incubator on your farm? A Yes.

Q It would have to be taken down and moved wouldn't it? And thepurchaser would be put to that expense wouldn't he? A If it was sold to the people there you wouldn't have to go through that expense, otherwise, yes.

Q In other words, if it was sold on the market to any buyer, he would have to move it, wouldn't he?

A Yes.

Q And he would have to take it all down to do that, wouldn't he? A Yes.

Q And was this incubator on any particular type of foundation? A You didn't have to take the incubator apart at all.

Q Is it portable, can it be carried away easily?

A You put rollers on it. When I bought the incubater it was on display at the Vancouver Provincial Exhibition and when the incubator was brought from the exhibition to my farm they never took it apart, it wasbrought in with the use of rollers.

Q How long did you use the incubator each year?

A January, February, March and April, four months.

Q And the hatching Season is over then?

A Yes.

Q In your list you have two incubators, a Charter incubator in which you haven't given us the year of purchase and there is also a Canadian incubator that you haven't given us the year of purchase, can you tell us that? A I can't remember that but it was since 1934.

Q You bought it new? A Yes.

Q You bought all these incubators you are claiming for new? A Yes.

Q And the purchase price you are claiming for them is the exact price you paid for them?

A Yes.

MR. FERG: That is all, Your Honour.

THE COMMISSIONER: Are there any comments you have to make on this claim?

MR. FERG: Oh yes, Your Honour. I submit the real property sold at its fair market value, that the chattels and equipment were sold at there fair market value. There were some articles that were abandoned by the custodian which they contend were valueless and that there will be further evidence on the claim to substantiate that already given.

MR. KIRBY; Just one question I would like to ask Your Honour. I was just going to refer to the personal chattel statement Your Honour and this, perhaps, will clarify the amount which Mr. Ferg was trying to get at. In the comment at the foot of the page appears the following sentence "In 1941 shortly before evacuation the claimant made special improvements to the said incubator at a cost of $200.00 and was in excellent condition when left. It is a matter of simple arithmetic and if 10% is taken off for the three years it was used it will come to the amount claimed for.

(PROCEEDINGS ADJOURNED SINE DIE)

Certified to be a true and accurate transcript

Mark H. Pearce.

(MARK H. PEARCE)
OFFICIAL REPORTER

CERTIFICATE

I, the undersigned Sub-Commissioner hereby certify that the foregoing 51 pages of typewritten matter contain a true and accurate record of the sub-commission held in the Law Courts Building, Winnipeg, Manitoba, at the time and date first above mentioned.

H. G. Humphreys

(SUB COMMISSIONER)

SWIFT, MACLEOD & DEACON
BARRISTERS & SOLICITORS
SUCCESSORS TO
HUDSON, ORMOND, SWIFT & MACLEOD

HERBERT E. SWIFT, K.C. CLIVE J. MACLEOD, K.C.
IVAN J. R. DEACON J. C. KIRBY

CABLE ADDRESS: "HUDORMAR"

212 AVENUE BUILDING
265 PORTAGE AVE.
WINNIPEG,
CANADA

May 19, 1949.

Japanese Property Claims Commission,
Court House,
VANCOUVER - B.C.

Dear Sirs:-

RE: Claim of Shigeki Nishioka - #872

The contents of your letter of April 26th were forwarded to Mr. Nishioka who expressed his intention not to submit further evidence or argument in support of his claim.

Yours very truly,
SWIFT, MACLEOD & DEACON,

Per J. C. Kirby

JCK:d.

May 18th 1949.

Messrs. Swift, MacLeod, Deacon & Ormond,
Barristers and Solicitors,
Lombard Building,
Winnipeg.

Dear Sirs, Re claim of Shigeki NISHIOKA - #872

We shall feel obliged if you will favor us with an acknowledgment of our letter to you of April 26th.

While we are assuming that it is not your intention to submit further evidence or argument in support of the above claim, an acknowledgment from you would indicate that you received our letter.

Yours truly,

A. WATSON
Secretary.

AW/.W.

April 26th 1949.

Messrs. Swift,MacLeod,Deacon & Ormond,
Barristers & Solicitors,
Lombard Bldg.,
Winnipeg, Manitoba.

Dear Sirs, Re claim of Shigeki NISHIOKA - Case #872.

The Commissioner directs me to advise you that he expects to conclude Sessions of the Commission during the month of June 1949. Your name is shewn on the Commission's records as Solicitors for the above claimant.

Government Counsel has informed the Commissioner that in answer to the foregoing claim the Government will rely on the documentary evidence which was adduced before the Commission, when each claimant was heard, as well as evidence of general application which has been introduced since September 1948,- the latter being of a general character relating to the administration of the Custodian's office and the conduct of sales of evacuee property by the Custodian. The Government does not propose to adduce other specific evidence relating to your client's claim.

In these circumstances the Commissioner instructs me to ascertain whether or not you desire to present argument in support of the above claim.

Will you kindly advise me on or before May 14th next whether or not it is your wish to present argument. If so, a date will be fixed for the hearing of such argument, subsequent to May 16th next, at Vancouver B.C. Otherwise, the Commissioner proposes to make his recommendations upon the above claim based on the material which is now before the Commission.

Please note that unless advice is received before May 14th next of your desire to present argument, the Commissioner will assume that you do not wish to do so, and will make his recommendations accordingly.

Yours truly,

A. WATSON
Secretary.

Case #872 wpg

NOV 27 1947 ACKNOWLEDGED

wpg

wpg

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LOSS CLAIM OF SHIGEKI NISHIOKA.

1. The name of the claimant in full with Registration Number.
Shigeki Nishioka, Registration No. 12623.

2. The claimant's address at the time of his evacuation from the protected area.
292 King George Highway, R.R. No. 4, New Westminster, B.C.

3. The claimant's present address.
330 Assiniboine Avenue, Winnipeg, Manitoba.

4. Claim relating to real property.

(a) Street address of real property is 292 King George Highway, R.R. No. 4, New Westminster, B.C.

(b) Legal description of the real property is New Westminster District, Municipality of Surrey, part ten acres more or less of Section Thirty-five, Block Five North, Range Two West, Sketch 133.

(c) Type of real property.
Poultry farm of ten acres more or less situate on the North East corner of the intersection between the Town Line and King George Highway in a first class district between two very close schools.

(d) Title or interest of claimant in the real property.
Title No. 54217E stands in the name of the claimant, Shigeki Nishioka, as registered owner.

5. Fair market value of land at date of sale — 7,500.00
" " " " buildings at date of sale — ~~14,991.30~~ ~~12,250.00~~ ~~3,895.00~~ 3,605.00
Fair market value of chattels on said land — 150.00
Received from Custodian as rent — 3,449.00
Sale price of land by Custodian to credit of claimant — 18,046.00
Resulting loss to claimant — ~~23,097.30~~ $21,645.00 ~~$21,645.00~~

This is exhibit "A" referred to in the Declaration of Shigeki Nishioka declared before me this 24th day of November A.D. 1947

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

INVENTORY OF BUILDINGS ON LAND

1.	9-room dwelling house, full basement, hot air heating, fully modern kitchen.....	$3000
2.	Poultry houses - all frame:	
	No. 1 - 20x60 one story.....	150
	No. 2 - 22x58 two story, concrete base.....	700
	No. 3 - 22x160 one story.....	700
	No. 4 - 20x44 one story.....	100
	No. 5 - 22x75 two story.....	800
	No. 6 - 22x60 two story, concrete base.....	800
	No. 7 - 22x100 one story.....	650
	No. 8 - 22x60 one story.....	450
	12 colony houses with wire fencing.....	500
3.	Incubator house, 16x22, concrete base.....	200
4.	Feed houses - frame;	
	16x20 one story.....	50
	22x40 two story, concrete base.....	500
5.	Garage.....	50
6.	Battery house.....	100
7.	4 brooder houses.....	300
8.	Water line of about 1000 feet from concrete well, through automatic electric pump, to automatic fountain in poultry house.....	1000
9.	Electrical equipment especially for incubators and brooders.....	200
	Total.....	$10,250

This is exhibit "B" referred to in the Declaration of Shigeki Nishioka declared before me this 24th day of November, A.D. 1947

J. Kirby

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

INVENTORY OF CHATTELS LEFT ON PROPERTY

In House (downstairs)

	Dining table	$ 15.00
6	Dining chairs	$ 15.00
10	Kitchen chairs	$ 7.00
1	Table - small	$ 5.00
1	Drop leaf table	$ 20.00
1	Chest of drawers	$ 12.00
1	Large Japanese doll in glass case	$ 50.00
	Kitchen utensils and dishes, clothes and misc. articles.	$ 50.00
1	Table (Small)	$ 12.00
1	Dresser	$ 15.00
1	Grand Piano	$ 150.00
1	Washing Machine (Westinghouse)	$ 100.00
2	Linoleum Rugs on floor	$ 36.00

In House (upstairs)

1	10-gallon stone crock	$ 3.00
2	Rolls Linoleum	$ 15.00
1	Baby crib	$ 10.00
1	Table	$ 10.00
1	Book case	$ 20.00
2	Beds and Bed couch	$ 5.00
1	Bottle Capper	$ 2.00
	Lumber	$ 20.00

In Wood Shed

1	Heater	$ 12.00
	100 ft. Garden Hose and Bicycle tire	$ 5.00
	40 ft. 1-inch garden hose	$ 5.00
	Fish nets	$ 4.00

In Basement of House

9	Charter Incubators	$ 450.00
1	Electric Fan	$ 5.00
1	Egg Candler	$ 15.00

In Incubator House

	Large Incubator (Petersime) 12,000 eggs	$1,600.00
	Small Incubator (Jamesway) 6,000 eggs	$ 875.00
	Incubator (Charters)	$ 50.00

In New Feed House

	Platform Scale	$ 10.00
3	Auto tires, seats, cushion	$ 15.00

In Old Brooder House

Incubator (Canadian)	$	50.00
Kitchen Range (old)	$	15.00
100 ft. Garden hose	$	5.00
Cross Cut Saw	$	5.00
100: 1 inch Rope	$	2.00
Iron Pulley	$	5.00
2 Axes	$	5.00
1 Hand Sprayer	$	5.00
5 Milk Cans, 10 Crockery, drinking fountain	$	7.00
1 Oil Burning Brooder	$	20.00

In Chicken House

Cultivator	$	15.00
Plow	$	15.00
Fish nets	$	2.00

In Garage

Electric Brooder	$	30.00
2 rolls tar paper, brace and bit	$	6.00

In 2 of 4 small brooder houses

3 Electric Brooders	$	90.00
TOTAL		$3,895.00

This is exhibit "C" referred to in the Declaration of Shigeki Nishioka *declared before me this* 24th *day of* November *A.D. 1947*

J. Kirby

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

FORM No. 127—STATUTORY DECLARATION—g-7-47 THE WILLSON STATIONERY CO., LTD.—43664

Canada
Province of Manitoba
To Wit:

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 disposition by the Custodian of real and personal property of Shigeki Nishioka, Registration No. 12623, a person of the Japanese Race, who was evacuated from the protected area of British Columbia, and resided in Canada as at July 18th, 1947.

I, SHIGEKI NISHIOKA,

of the City of Winnipeg,

in the Province of Manitoba, Labourer,

do solemnly declare that

1. I am the claimant mentioned in the claim attached hereto and marked Exhibit "A" and that the facts, matters and things therein mentioned are true in substance and in fact.

2. I am informed and verily believe that my land which had been vested in the Custodian was sold and disposed of by the Custodian for the price or sum of $3,449.00 as at the beginning of the year 1943. The said price is less than the fair market value of the said land at the time of the said sale, resulting in loss to me as set forth in my said claim.

3. The fair market value of the said land as at the time of the said sale was $7,500.00 or $750.00 per acre.

4. The fair market value of the buildings on the said land as at the date of said sale was $10,250.00 as itemized and described in an inventory attached hereto and marked Exhibit "B".

5. Attached hereto and marked Exhibit "C" is an itemized and detailed description of the personal property and chattels I left on the said land, the total value of which at the time of said sale was $3,895.00.

6. I have not received any of the proceeds of the sale or disposition of my real and personal property above mentioned.

7. I prefer to have the Commission hear my said claim at the City of Winnipeg, in Manitoba, at which time the services of an interpreter will not be required.

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

Declared before me at the City of Winnipeg, in the Province of Manitoba this 24th day of November, A.D. 1947.

Shigeki Nishioka

A Notary Public in and for the Province of Manitoba

Dated November A.D. 1947

IN THE MATTER OF Order In Council P.C. 1810 as amended by Order In Council 3737 and IN THE MATTER OF the disposition by the Custodian of real and personal property of Shigeki Nishioka, Registration No. 12623, a person of the Japanese Race, who was evacuated from the protected area of British Columbia and resided in Canada as at July 18th, 1947.

Province of Manitoba

Statutory Declaration

THE WILLSON STATIONERY CO., LTD.

SWIFT MACLEOD DEACON & ORMOND
Solicitors
WINNIPEG MANITOBA.

NOV 27 1947

C. E. GRAHAM
ALDERMAN

151 YALE AVENUE
RESIDENCE TELEPHONE 41 533

960 r

November 19, 1947.

Mr. Justice Henry I. Bird,
Court of Appeal for the Province of B.C.,
VANCOUVER, B. C.

Dear Mr. Justice: Re: Property Loss Claim,
Nishioka, S. - Registration #12623

As the British Columbia Security Commission Representative for the Province of Manitoba from April 1942 to August 31, 1942, in placing on Manitoba sugar beet farms peoples of Japanese origin from the Restricted Coastal Areas of British Columbia, I write you in connection with the above-named Canadian Japanese Citizen.

The setting up of a Commission under your able direction is evidence of the intention of our Dominion Government to give this matter careful and wise consideration, and I am hopeful that many of the complaints, if justified, shall be adjusted to the satisfaction of those so deeply concerned.

My experience with the evacuees has been a pleasing one - they co-operated with me in a satisfactory manner. Considering their complete change of environment and employment, they are grand workmen and assisted our province to increase production during those difficult war years.

This case of Mr. Nishioka's may be similar to others presented to you, but in my opinion he is entitled to generous consideration -

(1) He came to Canada in 1907, 40 years ago.
(2) He became a Naturalized Canadian Citizen in 1915, 32 years ago.
(3) He owned and operated his fine property for 22 years.
(4) His actions at all times speak more loudly than words as to his loyalty.
(5) He has two sons studying Medicine - one of them (the elder) is presently attending the University of Michigan, Ann Arbor, Michigan (teaching at said University part time to help cover costs), a brilliant student; and the younger son is attending the University of Manitoba in Winnipeg. One daughter is a stenographic secretary.

Mr. Nishioka, now 60 years of age, has spent his entire savings and reserves since coming to Manitoba, covering costs of living and education for his family, and is presently employed as a common labourer at a small wage.

Mr. Justice Henry I. Bird,
Court of Appeal for the Province of B.C.,
VANCOUVER, B. C.

November 19, 1947.

In reviewing his Claim, Sir, I know that you will take into consideration all the factors pertaining thereto, and that your judgement will be just and generous.

I have the honour to be

Yours respectfully,

C.E. Graham

CEG/EN

330 Assiniboine Avenue,
Winnipeg, Manitoba,
Nov. 20, 1947.

Mr. Justice Henry I. Bird

Dear Sir:

On May 25, 1942, my family and I, in compliance with the Evacuation Order to peoples of Japanese origin, moved from British Columbia at our own expense to settle in Winnipeg, Manitoba. The property which I left behind is located at 292 King George Highway in the Municipality of Surrey, British Columbia. In general, it consisted of ten acres of cultivated land, a poultry farm with 5000 laying hens, and an electric hatchery capable of producing 50,000 chicks in a season. In 1940, I produced $17,000 worth of baby chicks, eggs, and poultry meats.

When I was forced to leave, I leased this farm to Mr. Sam Kivisto for ten years to continue production in an important industry and to protect the property. In order to do this, it was necessary for me to sell all of the living poultry stock to Mr Kivisto and to rent all of the property and equipment to him at an insignificant rate of $20 per month.

Now I am sixty years of age. As an ordinary laborer, I find it very difficult to make a living and support my two sons who are taking medical courses at university. If I could return to my former farm and hatchery, I could still make a very comfortable living and support my sons through university. If I were to attempt to reestablish in any other province in Canada, another farm equivalent to the one I owned in British Columbia would cost me more than $20,000. My former property in British Columbia is today worth well over $20,000 to any poultry farm enterpreneur. The Custodian of Alien Property notified me that my property sold for only $3449 and that the equipment would be sold in due course.

I refuse to recognize any fairness or validity in this sale. At the present time that area has been so improved that land itself, I believe, is selling at $1,000 per acre. This means that my land itself has a value of $10,000 let alone improvements and equipment. I do not know what the Custodian obtained for my equipment. But this equipment was sold apart from the property itself, and equipment such as I owned is worth its true value only to someone who would use it as it was intended to be used — as part of the hatchery and poultry farm on the land which it is located.

I have lived in Canada since 1907. I became a naturalized Canadian citizen in 1915. I have owned and operated the aforementioned property for 22 years. During the war years I did everything permitted of me to prove my loyalty to Canada, by aiding in war service work such as the Red Cross and by donating to the War Service Fund and buying Government Bonds and War Savings Certificates to the limit of my financial ability.

Therefore, I sincerely trust that the commission investigating the property sales will give my case the most careful consideration and judgment, and to pass a favorable recommendation for a just indemnification.

I am enclosing with this letter, a copy of the Custodian's list of properties.

Very respectfully yours,
S. Nishioka.

Shigeki. Nishioka

SHIGEKI NISHIOKA
(Claimant's Name)

REAL ESTATE
(Farm Land)

12623
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	1						
~~Cultivated and planted~~ Cleared	7¾						
Cultivated and not in crop							
List Crops Asparagus	¾						
Black Current	½	1919	Mr. Morrison	$1500	All uncleared	Nil	$7500.00
Total	10						$7500.00

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

Description	When Made	Cost
Cleared 9 acres gradually	finished 1939	approx. $3500.00
15 fruit trees (apple)	1922/3	" 30.00
Cultivated and planted ¾ acres Asparagus	1939	" 200.00
" " " ½ acres Black Current	1939	" 100.00
Fencing - woven hog wire with barb & poultry netting and fences		300.00

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value

FOR BUILDINGS - SEE REVERSE SIDE

COMMENTS RE APPRAISER'S REPORT NOT COVERED BY ABOVE INFORMATION: There were no Canadian Thistle or other noxious weeds on the land when the claimant gave up possession to the tenant in May, 1942. At that time Black Current bushes and Asparagus fields were in good cultivation. The land is served by two wells constructed by the claimant and 1000 feet of water pipe lines in addition to the improvements above mentioned. One of the wells is constructed out of concrete and has a constant water supply notwithstanding dry years. By means of an electric pump the water is fed to an automatic fountain in the poultry house and is fed into all henhouses and dwelling. The Electrical equipment is especially adapted for incubators and brooders and supplies power to buildings on the land. This farm had a splendid future. It was newly built up with poultry houses for 5,000 to 6,000 layers and for 4,000 to 5,000 young stock. The hatchery contained an efficient electrical equipment. At the time of evacuation the demand for egg produce was unlimited and there was little, if any , possibility of the margin of profit disappearing. This is obvious from the fact that market and produce values have increased steadily since the beginning of the last war. The hatchery portion of the farm was highly profitable and the market good as evidenced by the number of back orders (50,000 chicks) still to be filled at the time of evacuation.

EXHIBIT No. 872-1
DATE Sept. 7/48
FILLED BY Claimant

S. Nishioka
Signature

BUILDINGS

TYPE	SIZE	FINISH	DATE BUILT	TOTAL COST LABOUR & MATERIAL	DEPRECIATION	ESTIMATED VALUE
1½ St. House & addition 7 Rm. Hot air heat	14x22 and 24x28(Hse)	frame	House 1934 addition 1941	$2800.00 addition $1052.00	$800.00 add. 52.00	$3000.00
Woodshed	16x20	"	old	150.00		50.00
Old dwelling	16x20	"	very old			Nil
Incubator House	16x22	frame, concrete floor & walls	1938	430.00	100.00	330.00
Old Hen House	20x60	frame	app. 1932	550.00 (good condition)		150.00
Garage	12x16	"	1932	120.00		50.00
Hen House D.D.	22x58 ,	frame, concrete floor and walls	1939	1100.00	150.00	950.00
Hen House & shed att.	22x160	frame	1936	1600.00		700.00
Hen House	20x44	"	old			100.00
Hen House	14x32	"	"	250.00		75.00
Granary (1½ Stry)	22x40	frame, concrete floor and walls	1941	690.00	40.00	650.00
Hen House d. d.	22x75	frame	1939	$1348.60 as per attached schedule "A"	208.60	1140.00
Hen House d. d.	22x60	frame, concrete floor and walls	1940	$1183.20 " " " " "B"	118.30	1064.90
Hen House	22x100	frame	1940	$1125.60 " " " " "C"	112.00	1013.40
Hen House	22x60	"	1941	700.00	40.00	660.00
Hen House	16x22	"	1936	200.00		75.00
Hen House	14x32	"	old	250.00		75.00
"Guard House"	8x12	"	1941			m 20.00
Hen House	12x22	"	1934	200.00		75.00
2 Colony Houses	10x20	frame on skids	1941	105.00		100.00
11 Colony Houses	10x14	" " "	1941	420.00		400.00
Shed	12x16	frame	1939	120.00		100.00
2 Colony Houses	10x20	"				14.00
Water line & pump			finished 1941	1100.00	100.00	1000.00
Electrical equipment			1941	230.00	30.00	200.00
						$11,992.30

872

"A"

COST OF CONSTRUCTING HEN HOUSE
22' x 75' d.d. Built in 1939

	Timber for Stringer		$ 16.00
840 ft.	2 x 6)		
1,300 ft.	2 x 4)	$ 24. per M.	56.00
150	2 x 3)		
3,400	1 x 6 Flooring	28. per M.	95.20
2,000	1 x 8 Shiplap	20. per M.	40.00
1,300	1 x 6 Siding	28. per M.	36.40
210	1 x 12 Nest Board		5.00
	Cartage	3. per M.	28.00
	Building Nails		7.00
	Electric Wiring		16.00
8 Large	Windows, Hinges, Handle	8. per Window	64.00
6 Small	Windows, Hinges, Handle	1. per Window	6.00
	Wire Netting		4.00
	Roosting Iron		10.00
	Carpentry		140.00
			$ 523.60
	22' x 75' house upstairs		825.00
			$1,348.60
	Less Depreciation for 3 years		208.60
			$1,140.00

"B"

COST OF CONSTRUCTING A HEN HOUSE

22' x 60' d.d., Concrete Floor,
Built in 1940

26 x 64	Concrete Floor		$ 260.00
900 ft.	2 x 4)	$24. per M.	24.50
120 ft.	2 x 3)		
800 ft.	1 x 6 Siding	$28. per M.	22.40
850 ft.	1 x 6 Flooring	28. per M.	23.80
210 ft.	1 x 12 Nest Board	24. per M.	5.00
1600 ft.	1 x 8 Shiplap	20. per M.	32.00
	Cartage	3. per M.	14.00
6 large	Windows, Hinges, Handle	8. per Window	48.00
4 Small	Windows, Hinges, Handle	1. per Window	4.00
	Wire Netting		3.00
	Building Nails		5.00
7 Pieces	Roosting Iron		8.50
	Electric Wire		13.00
	Carpentry		60.00
			$ 523.20
	22 x 60 house upstairs		660.00
			$ 1,183.20
	Less Depreciation for 2 years		118.30
			$ 1,064.90

"C"

COST OF CONSTRUCTING HEN HOUSE
22' x 100', Built in 1940.

33 ft.	Concrete Studds			$ 33.00
1000 ft.	6 x 6)			
2700 ft.	2 x 6)	$ 24.	per M.	132.20
1600 ft.	2 x 4)			
200 ft.	2 x 3)			
4000 ft.	1 x 6 Flooring	28.	per M.	112.00
1400 ft.	1 x 6 Siding	28.	per M.	39.20
600 ft.	1 x 6 Shiplap	20.	per M.	12.00
3000 ft.	1 x 6 Sheeting	18.	per M.	54.00
29000	Shingles	4.	per M.	116.00
500 ft.	1 x 12 Nest Board	24.	per M.	12.00
	Cartage	3.	per M.	54.00
12 Large	Windows, Hinges, Handle	8.	per Window	96.00
10 Small	Windows, Hinges, Handle	1.	per Window	10.00
	Building Nails			15.00
	Roosting Iron			14.00
	Wire Netting			6.00
	Electric Wire			20.00
	Carpentry			400.00
				$1,125.40
	Less Depreciation for 2 years			112.00
				$1,013.40

SHIGEKI NISHIOKA
(Claimant's Name)

PERSONAL CHATTELS

12623
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
	over a period of years				
9 Charter Incubators	from 1934 on	new	$100.00 each	good	@ $50 each $ 450.00
1 Petersine Incubator	1938	new	1600.00	excellent	1360.00
1 Jamesway "	1940	new	475.00	excellent	425.00
1 Jamesway "	1942	new	400.00	not used	400.00
1 Charter Incubator	193?	new	100.00	good	50.00
1 Canadian "	193?	new	100.00	good	50.00
					$ 2735.00

Description of Storage of Goods:

All goods left with Sam Kivisto, tenant under lease.

General Statement as to Chattels not Described above:

As this is an amendment of the statement of personal chattels originally filed with the Custodian, the claimant refers to the said statment contained in his original claim for those chattels not above set forth. The balance of the chattels referred to in the original claim total $870.00, which together with the chattels above set forth make a total claim for personal property of $3605.00.

Additional Comments, if any:

The claimant purchased the Petersine incubator in 1938 for $1600.00. In 1941 shortly before evacuation the claimant made special improvments to the said incubator at a cost of $200.00, and was in excellent condition when he left. The claimant disputes the valuation made for the custodian at $600.00 as being too low and being contrary to the rate of depreciation of 10% per used year as accepted by the trade.

S. Nishioka
Signature

EXHIBIT No. 872-2
DATE Claimant
FILLED BY Sept. 7/46

INVENTORY OF CHATTELS LEFT ON PROPERTY

In House (downstairs)

	Dining table	$ 15.00
6	Dining chairs	$ 15.00
10	Kitchen chairs	$ 7.00
1	Table - small	$ 5.00
1	Drop leaf table	$ 20.00
1	Chest of drawers	$ 12.00
1	Large Japanese doll in glass case	$ 50.00
	Kitchen utensils and dishes, clothes and misc. articles.	$ 50.00
1	Table (Small)	$ 12.00
1	Dresser	$ 15.00
1	Grand Piano	$ 150.00
1	Washing Machine (Westinghouse)	$ 100.00
2	Linoleum Rugs on floor	$ 36.00

In House (upstairs)

1	10-gallon stone crock	$ 3.00
2	Rolls Linoleum	$ 15.00
1	Baby crib	$ 10.00
1	Table	$ 10.00
1	Book case	$ 20.00
2	Beds and Bed couch	$ 5.00
1	Bottle Capper	$ 2.00
	Lumber	$ 20.00

In Wood Shed

1	Heater	$ 12.00
	100 ft. Garden Hose and Bicycle tire	$ 5.00
	40 ft. 1-inch garden hose	$ 5.00
	Fish nets	$ 4.00

In Basement of House

9	Charter Incubators	$ 450.00
1	Electric Fan	$ 5.00
1	Egg Candler	$ 15.00

In Incubator House

	Large Incubator (Petersime) 12,000 eggs	$ ~~1,600.00~~ 1360.00
	Small Incubator (Jamesway) 6,000 eggs	$ 825.00
	Incubator (Charters)	$ 50.00

In New Feed House

	Platform Scale	$ 10.00
3	Auto tires, seats, cushion	$ 15.00

In Old Brooder House

Incubator (Canadian)	$	50.00
Kitchen Range (old)	$	15.00
100 ft. Garden hose	$	5.00
Cross Cut Saw	$	5.00
100' 1 inch Rope	$	2.00
Iron Pulley	$	5.00
2 Axes	$	5.00
1 Hand Sprayer	$	5.00
5 Milk Cans, 10 Crockery, drinking fountain	$	7.00
1 Oil Burning Brooder	$	20.00

In Chicken House

Cultivator	$	15.00
Plow	$	15.00
Fish nets	$	2.00

In Garage

Electric Brooder	$	30.00
2 rolls tar paper, brace and bit	$	6.00

In 2 of 4 small brooder houses

3 Electric Brooders	$	90.00

TOTAL $~~3,905.00~~ 3605.00

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 9602 EXHIBIT No.

NAME (Mr.) Shigeki NISHIOKA REG. No. 12623

DATE
DECLARATION 19th May, 1942.
EVACUATION

INVENTORY
TAKEN BY
DATE

Located at R. R. #4,
New Westminster, B. C.
Complete furnishings for the 6 roomed house.
Tenant is storing for the declarant:
1 piano
1 electric range,
1 washing machine
Tenant will use all other furnishings. New tenant, Sam Kivisto, will have the key upon declarant's evacuation.

RECAP:

		Claiming
(1) Furniture Sold at Auction.....	$232.25	$471.00
(2) Machinery & Equipment Sold at Auction...	61.50	275.00
(3) Tools Sold at Auction.....	13.00	21.00
(4) Kitchenware sold at Auction.....	17.25	53.00
(5) Dodge Sold at Auction.....	55.00	
(6) Goods sold by Tender etc.....	1066.00	2814.00
(7) Goods sold with property.....		63.00
(8) Goods abandoned...		193.00
(9) Goods-no account, theft etc.....		5.00
	$1445.00	$3895.00

EXHIBIT No. 872-3
DATE Sept. 1/48
FILLED BY Claimant

DETAILS OF CLAIM

INVENTORY OF CHATTELS LEFT ON PROPERTY

		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
In House (downstairs)					
Dining table	15.00	F 16.50			
6 Dining chairs	15.00				
10 Kitchen chairs	7.00		F 15.00		
1 Table - small	5.00				
1 Drop leaf table	20.00	F 5.75			
1 Chest of drawers	12.00	F 4.50			
1 Large Japanese doll in glass case	50.00	F 4.50			
Kitchen utensils and Dishes, clothes and misc. articles	50.00	K 14.00			
1 Table (Small)	12.00	F 2.00			
1 Dresser	15.00	F 7.50			
1 Grand Piano	150.00	F 70.00			
1 Washing Machine (Westinghouse)	100.00	F 90.00			
2 Linoleum Rugs on floor	36.00			x	
In House (Upstairs)					
1 10-gallon stone crock	3.00	K 3.25			
2 Rolls Linoleum	15.00	F 5.00			
1 Baby crib	10.00	F 3.00			
1 Table	10.00	F 1.50			
1 Book case	20.00	F 10.00			
2 Beds and Bed couch	5.00				
1 Bottle Capper	2.00				
Lumber	20.00			x	
In Wood Shed					
1 Heater	12.00	F 1.50			
100 ft. Garden Hose and Bucycle tire	5.00	M 6.75			
40 ft. 1-inch garden hose	5.00				
Fish Nets	4.00				
In Basement of House					
9 Charter Incubators	450.00		M(6) 35.00		
1 Electric Fan	5.00				
1 Egg Candler	15.00				
In Incubator House					
Large Incubator(Petersime) 12,000 eggs	1,600.00		M 400.00		
Small Incubator(Jamesway) 6,000 eggs	875.00		M (2) 600.00		
Incubator (Charters)	50.00	M 10.50			
In New Feed House					
Platform Scale	10.00	M 15.50			
3 Auto tires, seats, cushion	15.00				
In Old Brooder House					
Incubator (Canadian)	50.00	M (2) 2.75			
Kitchen Range (old)	15.00	F 10.50			
100 ft. Garden Hose	5.00	M 4.00			
Croos cut saw	5.00	T .25			
100' 1 inch Rope	2.00				x
Iron Pulley	5.00				x
2 Axes	5.00				
1 Hand Sprayer	5.00	T 6.50			
5 Milk Cans, 10 Crockery, drinking fountain	7.00		M 6.00		
1 Oil Burning Brooder	20.00		M 10.00		
In Chicken House					
Cultivator	15.00	M 4.00			
Plow	15.00	M 9.00			
Fish Nets	2.00				
In Garage					
Electric Brooder	30.00	M 2.50			
2 rolls tar paper, brace and bit	6.00				
In 2 of 4 small brooder houses					
3 Electric Brooders	90.00	M (4) 6.50			
Total	$3,895.00				

No. 9602 EXHIBIT No. I CASE No.

No. 12623 VENUE Winnipeg, MANITOBA.

SALES TION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
								NOTE: Abandoned goods were taken to Auction but were unsaleable.
16.50								
	F 15.00				4 chairs			6 chairs only included.
5.75								
4.50								
4.50								
14.00								Old clothes abandoned
2.00								
7.50								
70.00								
90.00		x						Fixture
3.25								
5.00								
3.00								
1.50								
10.00								
					x			No value-2beds & stove shipped-Lettr.26/6/44.
					x			No sale value
		x						Used on property.
1.50								
6.75								Bicycle tire - no value.
					x			No value.
	M(6) 35.00				(3) x	x		3 unsaleable. 6 sold to tenant for $35.00.
					x			Unsaleable
	M 400.00							
	M (2) 600.00							
10.50								
15.50								
					x			No value
2.75								
10.50								
4.00								
.25								
		x						Fixture
		x						Fixture
								Sold as "lot of tools"
6.50								
	M 6.00							Milk cans abandoned.
	M 10.00							
4.00								
9.00								
					x			No Value
2.50								
								Sold as tools & sundries
6.50								

EXHIBIT No. 872-4
DATE Sept. 7/48
FILLED BY Claimant.

Farm Appraisal Report

File No. JL-498

Land Description Pt.10 acs. of Sec.35,Blk.5,N.,Rge.2,W.,shown red & lettered "A" on Sketch #133, N.W.D.

Containing 10.00 Acres

Owner's Name NISHIOKA, Shigeki Post Office Address R.R.#4,New Westminster,B.C.

Nearest Rail Point New Westminster, B.C. Distance 4 miles.

Market Town " " Distance 4 "

Church (give denomination) All denominations-New Westminster - Several are closer,with occasional services. Distance 4 "

Nearest School Distance

State how property was identified: Road, map, tenant.

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

On main hard-surfaced Peace Arch Road.

Is this district a good one? Agriculturally not, but with work available, fair.

Employment opportunity Industrial-New Westminster; & berry picking-generally good.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Cleared area well fenced with woven hog wire & barb wire on top.Many poultry fences. Value $

Water supply: 2 wells & pressure pump. Supply said to be constant Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	x	(See separate sheet. Too many for this table)						
	x							
	x							
BARN	x							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Main buildings all wired.

Total present day value $ 5466.00

Total Value Buildings add to farm $ 2818.00

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

Describe the basement and chimneys: Brick to ground; 7' basement 24x26 concrete wall; poor concrete floor.

No. rooms downstairs? 5 Upstairs? 2 How finished Tongue & groove lumber.

Are buildings painted? House only. Condition of paint Fair.

Distance from nearst bush None near main buildings.

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
6.09	Slight S.slope Hardpan 6.09 acres	10-12"clay loam. -2'6"-3'	Heavy clay	Mostly poultry yards.	90.00	548.10

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	
.75	Fairly level .75 ac.	As above		Part clear	50.00	50.00	37.50
3.16	Bush 3.16 ac.	" "		Bush,cordwood	150. up	30.00	94.80

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 680.40

Total added by buildings to value of farm $ 2818.00

Total fruit trees add to value of farm (for use in orchard districts only) $ 15.00

Total value of farm $ 3523.40

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

Continuously occupied. Little tilled as whole cleared area is devoted to poultry.

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

With all these buildings,place is adapted only to poultry.If poultry reduced small fruit could be added.Land,however,is on heavy side for small fruit,though quite well drained.

Noxious weeds:

Canadian Thistles.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Surrey - $105.31

Date: July 9, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 2nd day of July 19 42

Inspector's Signature "R.L. RAMSAY"

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

Bldgs.	Dimensions	Material.	Height Eave.	Roof	Age.	Fndn.	Repair	Valuation.
House 1½st.	24x26x13	Frame	11'	Shgl.	10	Concrete	Good)	$ 1500.00
Attached	14x26x11	"	8'	"	1	"	")	
Wood shed	12x33x9	"	7'	"	Old	Wood	Fair	40.00
Old dwel. g	16x20x10	"	7'	"	V."	"	Bad	nil
Inc. House	16x22x10	"	7'	"	5	Concrete	Good	250.00
Old Henhse.	20x60x8	"	6'	"	20	Wood	Poor	nil
Garage	12x14x9	"	7'	"	Old	"	"	15.00
Henhouse,dd.	20x218x16	"	14'	"	3	Concrete	Good)	1365.00
Shed attchd.	14x20x16	"	14'	"	6	Wood	Poor)	
Henhouse	20x42x8	"	6'	"	Old	"	"	100.00
Henhouse	12x32x8	"	6'	"	"	"	"	35.00
Granary	22x40x16	"	14'	"	New	Conc.	Good	400.00
Henhse.d.d.	120x20x15	"	12'	"	7	Wood	Fair	600.00
Henhse.d.d.	106x20x15	"	12'	"	5	"	Good	575.00
Henhouse	20x60x9	"	7'	"	3	"	"	250.00
Henhouse	12x22x8	"	6'	"	Old	"	Poor	35.00
Henhouse	14x30x8	"	6'	"	"	"	"	35.00
Henhouse	8x12x8	On"Skids	7'	"	3	"	Good	20.00
Henhouse	12x22x8	Frame	6'	"	8	"	Fair	50.00
2 Col.Hses.	12x18x6	"	3'	"	6 & 12	"	"	20.00
11 " "	8x12x5	"	4'	Shke.	4	"	"	77.00
Colony Hse.	10x14x6	"	4'	Shgl.	Old	"	Poor	nil
Shed	12x16x9	"	8'	"	Not old	"	Good	85.00
2 Col.Hses.	10x20x6	"	3'	"	3	"	Fair	14.00
								$ 5466.00

(d.d. - double deck)

Add to farm - $ 2818.00

Buildings for most part are in good shape. White man's type of house without plaster; pressure pump in basement. Old dwelling is to be pulled down by Japs instructions. Incubator house is not new, but has concrete floor and wall and fitted with batteries of incubators for thousands of chicks.Granary is new, concrete floor, 2 st. to be added,but is timbered for this. Newer henhouses are modern and well built and wired.
It is a highly intensified place as to buildings.

JL-498 - S. NISHIOKA

Farm Appraisal Report

Remarks: Very well located farm on Peace Arch paved road and not far south of its junction with main trans-Canada Highway. It has a slight southern tilt. Soil is a substantial clay loam on quite a heavy clay subsoil with hard pan around 3' deep varying somewhat up to 2'6".

It is built up as a purely poultry proposition. Owner was a commercial hatching man and has accomodation for a very large number of layers. If margin of profit disappeared, only a capitalist would weather the storm if he was fully stocked. I feel the place is overloaded with buildings. Also, in case of a sale, his market is extremely limited and he would have to sell at quite a sacrifice so far as building values are concerned.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

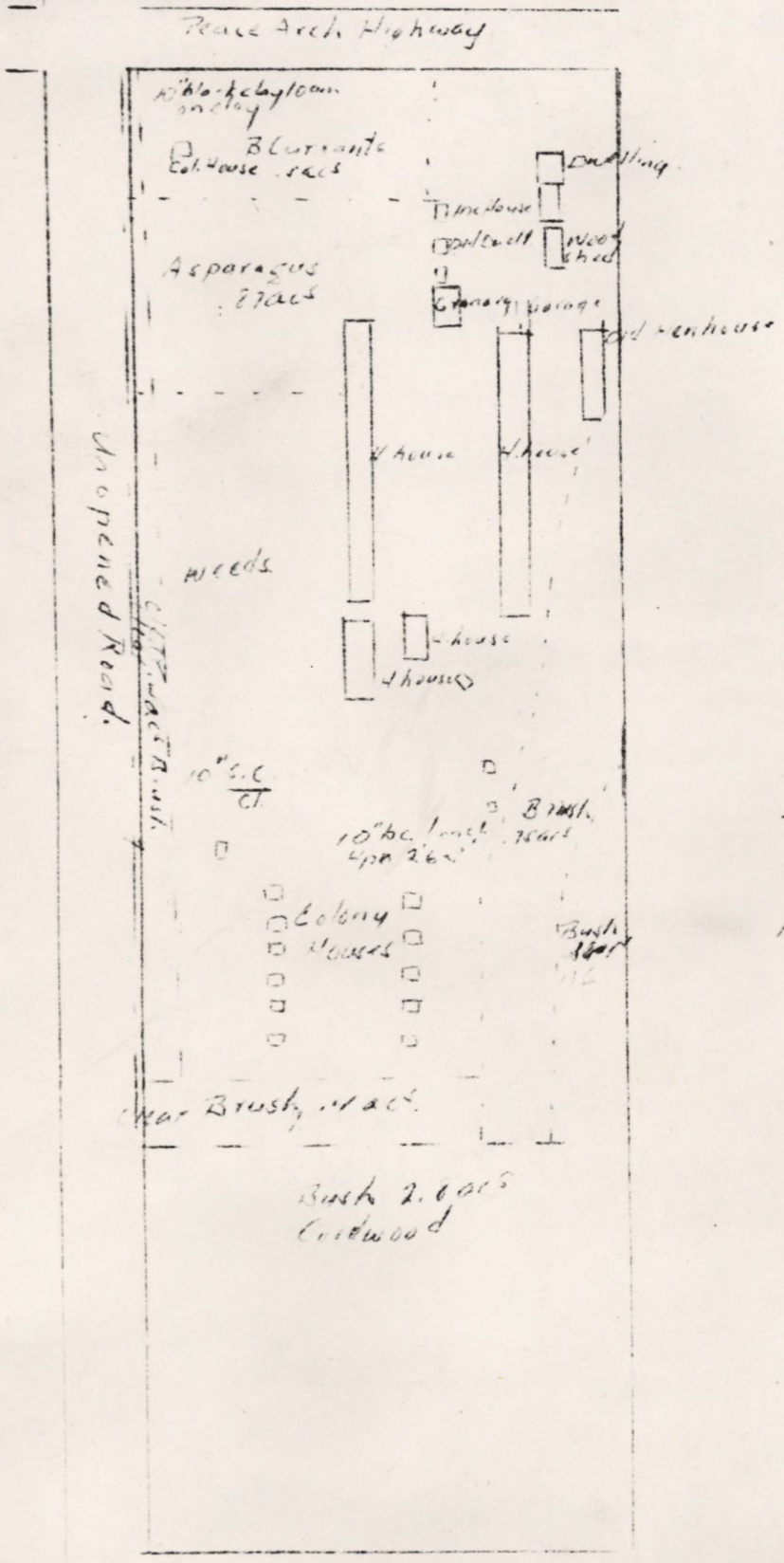
	Present Value
14 - 15 year old fruit trees - mostly apple	$ 15.00
There is .5 acres black currants and .87 acres asparagus both poorly tended. Not valued.	$
	$
	$
	$
	$
	$
	$
	$
Total	$ 15.00

Amount fruit trees add to value of farm $ 15.00

Shigeki Nishioka

Diagram of Property

Part 10 acs of sec 35, Blk. 84, Rge 2 W shewn red and letterdd A on sketch #133, N.W.D.



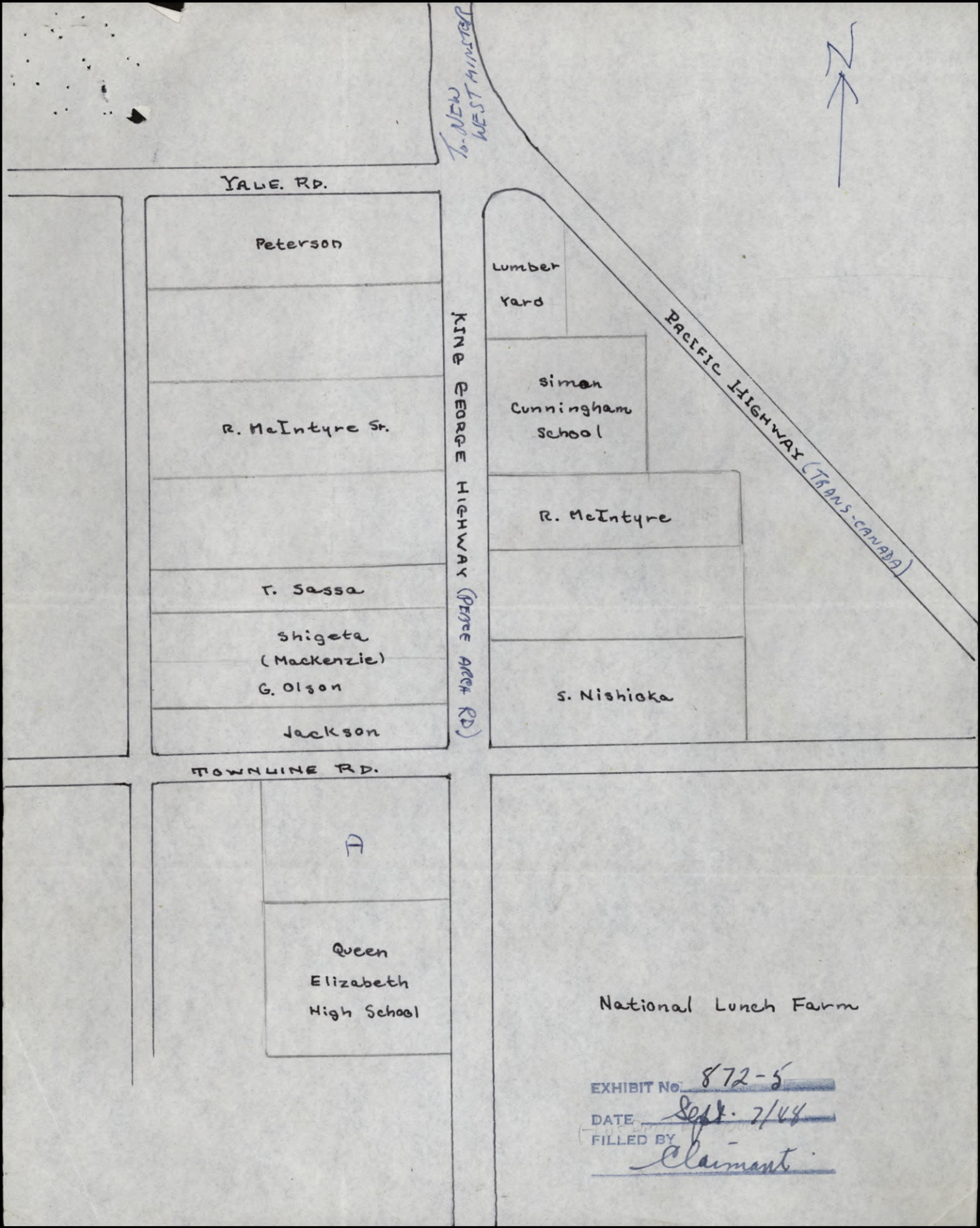
2 chains - 1 inch.
bet. Black clay loam on Clay

Following careful review of this appraisal report, it is my opinion that the present value is $ 3500.00

Date 14th July 19 42

"I.T. BARNET"

District Superintendent.


YALE. RD.
Peterson
R. McIntyre Sr.
T. Sassa
Shigeta
(Mackenzie)
G. Olson
Jackson
KING GEORGE HIGHWAY (PEACE ARCH RD.)
Lumber
Yard
Simon
Cunningham
School
R. McIntyre
S. Nishioka
PACIFIC HIGHWAY (TRANS-CANADA)
TOWNLINE RD.
A
Queen
Elizabeth
High School
National Lunch Farm
EXHIBIT No. 872-5
DATE Sept. 7/48
FILED BY
Claimant

FORM No. 127—STATUTORY DECLARATION—i-2-48 THE WILLSON STATIONERY CO., LTD.—48528

Canada
Province of ~~Manitoba~~ British Columbia
To Wit:

In the Matter of Shigeki Nishioka and part 10 acres of Section 35, Block 5 North, Range 2 W, shewn red and lettered A on Sketch No. 133 NWD (292 King George Highway R.R. 4 New Westminster, B.C.)

I, DANIEL K. McKENZIE,

of the City of New Westminster,

in the Province of ~~Manitoba~~ British Columbia, Tobacconist,

do solemnly declare that

1. I know Shigeki Nishioka and have known him for years.

2. That for about 3 years I was a neighbour of his, residing or owning land at 292 King George Highway, R.R. 4 New Westminster.

3. That Mr. Nishioka operated a poultry farm at 292 King George Highway aforesaid on land in area of approximately 10 acres.

4. That from information received I believe that a Mr. Ross McIntyre sold his eight acres ~~at~~ 360 feet North on King George Highway in 1942 for $3,000.00.

5. In the year 1940 I bought five acres at 291 King George Highway, of which one was clear and developed, at $240.00 per acre.

6. In the year 1940 I bought property at 289 King George Highway, of which there were four acres cleared, with about fifty fruit trees at approximately $350.00 per acre for the land alone.

7. In my opinion, in the year 1943, a fair market value of the above land of Shigeki Nishioka, and buildings and equipment, was $.

Can only say that the land was cleared, the soil was good and there were Substantial Dwelling and outbuildings for general use Room for several Thousand chickens.

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

Declared before me at the City of New Westminster, in the Province of ~~Manitoba~~ British Columbia, this 15th day of April, A.D. 1948.

A Notary Public in and for the Province of ~~Manitoba~~ British Columbia.

EXHIBIT No. 872-6
DATE Sept. 7/48
FILLED BY Claimant

Dated A.D. 194

Province of Manitoba

Statutory Declaration

STOCK COMPANY

Ex 7.

NATIONAL UNION FIRE INSURANCE COMPANY

HEAD OFFICE FOR CANADA
METROPOLITAN BLDG.
TORONTO, ONT.

PITTSBURG, PA.

MANAGERS FOR CANADA
DALE & COMPANY
LIMITED

Policy No. 201457

Replacing Cover Note No.

Replacing Policy No. new

Cancelled / Expired

AGENT DALE & COMPANY, LIMITED
ADDRESS VANCOUVER, B. C.

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

Sum Insured	Rate	Premium	Term	From Noon	To Noon
$1,000.00	1.70	$17.00	3 YEARS	APRIL 25TH --1940	APRIL 25TH-- 1943

Whereas - - - - - - - - - - SHIGEKI NISHIOKA - - - - - - - - - - - - - - - - -
(hereinafter called the Assured) having agreed to pay to NATIONAL UNION FIRE INSURANCE COMPANY (hereinafter called "the Company"), the amount of premium above stated, the Company hereby agrees with the Assured (but subject to the terms and conditions printed on the back hereof, which are to be taken as part of this policy), that if the property hereinafter described, or any part thereof, shall be destroyed or damaged by fire or lightning at any time within the period above mentioned, or at any time afterwards, so long as the Assured or his, or her, or their Representatives in interest shall duly pay to the Company, and it shall accept the sum required for the renewal of this Policy, the Company will, out of its Capital Stock and Funds pay or make good all such loss or damage, to an amount not exceeding in respect of the several matters below specified the sum set opposite thereto respectively (unless previously altered by endorsement on back hereof) and not exceeding in the whole the sum above mentioned.

(Berkstrom Road).

FARM PROPERTY

On the following property owned by the Insured and occupied by SHIGEKI NISHIOKA (Insured or Tenant) for farm purposes only, situate SECTION 35, BLOCK 5, NORTH RANGE 2 WEST, NEW WESTMINSTER DISTRICT, MUNICIPALITY OF SURREY, PROVINCE OF BRITISH COLUMBIA - - -

Loss, if any, ~~on buildings only~~ payable to - the Insured - - - - - - - - - - - - - - - - -

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	1-1/2 Sty.	Frame	Shingles	$1,000.00
2. On Household Contents as per clause hereunder.					nil
3. On the building occupied as barn No.....on diagram and	x				nil
4. On Farm Produce only while contained therein.					nil
5. On the building occupied as barn No.....on diagram and	x				nil
6. On Farm Produce only while contained therein.					nil
7. On the building occupied as a granary No..... on diagram and	x				nil
8. On Farm Produce only while contained therein.					nil
9. On the building occupied as a.....No..... on diagram and	x				nil
10. On Farm Produce only while contained therein.					nil
11. On the building occupied as a.....No..... on diagram.	x				nil
12. On Subject to Superior Construction Endorsement attached.					
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.					nil
14. On livestock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured.					nil
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.					
					$1,000.00

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.

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. 201457 -- of NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburg, Pa.
Dated ----April 25th 1940 XI93X
Vancouver, B. C.

DALE & COMPANY, LIMITED.

Per: .....Agent.

B.C. STANDARD FORM I-U-F-A

No. 7 (Sept., 1937)
5M-11-38

STOCK COMPANY

Ex 7.

NATIONAL UNION FIRE INSURANCE COMPANY

HEAD OFFICE FOR CANADA
METROPOLITAN BLDG.
TORONTO, ONT.

PITTSBURG, PA.

MANAGERS FOR CANADA
DALE & COMPANY
LIMITED

Policy No. 201457

Replacing Cover Note No.

Replacing Policy No. n e w

Cancelled
Expired

AGENT DALE & COMPANY, LIMITED
ADDRESS VANCOUVER, B. C.

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

Sum Insured	Rate	Premium	Term	From Noon	To Noon
$1,000.00	1.70	$17.00	3 YEARS	APRIL 25TH --1940	APRIL 25TH-- 19 43

Whereas - - - - - - - - - SHIGEKI NISHIOKA - - - - - - - - - - - - - - - - -
(hereinafter called the Assured) having agreed to pay to NATIONAL UNION FIRE INSURANCE COMPANY (hereinafter called "the Company"), the amount of premium above stated, the Company hereby agrees with the Assured (but subject to the terms and conditions printed on the back hereof, which are to be taken as part of this policy), that if the property hereinafter described, or any part thereof, shall be destroyed or damaged by fire or lightning at any time within the period above mentioned, or at any time afterwards, so long as the Assured or his, or her, or their Representatives in interest shall duly pay to the Company, and it shall accept the sum required for the renewal of this Policy, the Company will, out of its Capital Stock and Funds pay or make good all such loss or damage, to an amount not exceeding in respect of the several matters below specified the sum set opposite thereto respectively (unless previously altered by endorsement on back hereof) and not exceeding in the whole the sum above mentioned.

(Berkstrom Road).

FARM PROPERTY

On the following property owned by the Insured and occupied by SHIGEKI NISHIOKA (Insured or Tenant) for farm purposes only, situate SECTION 35, BLOCK 5, NORTH RANGE 2 WEST, NEW WESTMINSTER DISTRICT, MUNICIPALITY OF SURREY, PROVINCE OF BRITISH COLUMBIA - - -

Loss, if any, ~~on buildings only~~ payable to - the Insured - - - - - - - - - - - - - - - - -

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	1-1/2 Sty.	Frame	Shingles	$1,000.00
2. On Household Contents as per clause hereunder.					nil

RESTRICTIVE CLAUSE (For General Use)

Form 66.

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

all foundations of the within described dwelling are of stone and are continuous under all walls, and

all chimneys of the within described dwelling are of brick and built from the ground.

Attached to and forming part of Policy No. 201457 of the NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburg, Pa.

DALE & COMPANY, LIMITED.

Per: _____ Agent.

B.C. STANDARD FORM I-U-F-A

Dated at Vancouver, B.C. this ---25th------ day of April-------- 19 40.

No. 66 (April, 1928)
(20M-12-35)

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. $1,000.00

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. 201457 -- of NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburg, Pa.

Dated ----April 25th 1940 ~~1937~~ Vancouver, B. C.

DALE & COMPANY, LIMITED.

Per: _____ Agent.

B.C. STANDARD FORM I-U-F-A

No. 7 (Sept., 1937)
5M-11-38

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

STATUTORY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) furnish therewith a statutory declaration declaring:

(i) that the account is just and true;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form to be Used in Case of Sale

The property within described having been sold and conveyed to .....

..... of .....

.....do hereby transfer, assign, and set over unto.....and.....assigns all.....right, title, and interest in this Policy of Insurance, and all benefit and advantage to be derived therefrom, subject, nevertheless, to all the terms and conditions of the policy.

Dated at.....this

.....day of.....19.....

.....Insured

Witness:

.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....

this.....day of.....19.....

Limit 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.

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

Form to be Used in Case of Sale

The property within described having been sold and conveyed to .....

..... of .....

.....do hereby transfer, assign, and set over unto.....and.....assigns all.....right, title, and interest in this Policy of Insurance, and all benefit and advantage to be derived therefrom, subject, nevertheless, to all the terms and conditions of the policy.

Dated at.....this
.....day of.....19.....

.....Insured

Witness:
.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....
this.....day of.....19.....

.....
Agent.

Form to be Used in Case of Mortgage

The property within described having been mortgaged to.....
of .....NATIONAL UNION FIRE INSURANCE COMPANY,
is hereby requested to make loss, if any, payable to said Mortgagee as.....interest may appear, subject, nevertheless, to all the terms and conditions of the policy.

Dated at.....this
.....day of.....19.....

.....Insured

Witness:
.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....
this.....day of.....19.....

.....
Agent.

Form to be Used in Case of Transfer of Mortgage Interest

For value received,.....hereby transfer, assign and set over unto
.....and.....assigns, all.....right, title and interest in this Policy of Insurance, and all benefit and advantage to be derived therefrom, subject, nevertheless, to all the terms and conditions of the policy.

Dated at.....this
.....day of.....19.....

.....
Mortgagee.

Witness:
.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....
this.....day of.....19.....

.....
Agent.

Assignment of Interest

This is to certify that.....interest in above policy has ceased.

Dated at.....this
.....day of.....19.....

.....

Witness:
.....

Assented to by NATIONAL UNION FIRE INSURANCE COMPANY at .....
this.....day of.....19.....

.....
Agent.

DALE & COMPANY
LIMITED
GENERAL AGENTS
FOR THE
PROVINCE OF BRITISH COLUMBIA
MARINE BUILDING
VANCOUVER

Standard Fire Insurance Policy for Provinces of
ONTARIO, MANITOBA, SASKATCHEWAN,
ALBERTA, BRITISH COLUMBIA
NEW BRUNSWICK and NOVA SCOTIA

Assured SHIGEKI NISHIOKA

Property FARM DWELLING

Expires APRIL 25TH 1943

Amount - - - $1,000.00

Premium - - - $17.00

No. 201457

NATIONAL UNION
FIRE INSURANCE COMPANY
PITTSBURG, PA.

MANAGERS FOR CANADA
DALE & COMPANY, LIMITED
METROPOLITAN BUILDING
TORONTO

EXHIBIT No. 872-7 廣
DATE Sept. 7th 1944 瀧
FILED BY Clement 彰

N.B. Please examine your Policy, and if you find any error, return it immediately to be rectified, and if you effect or have effected Insurance on same Property with other Offices, you are particularly requested to see that the wording and terms of the Policies coincide, so that in the event of a loss, delay in the settlement may be avoided.

No. of Policy.....

No. of Renewal.....

Amount Insured $.....

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

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

Premium Earned at.....rate $.....

Premium Returned . . . $.....

IF PRO RATA, STATE REASON WHY:

.....

.....

Form of Surrender

NOTE: A receipt should be taken for return premiums in all cancellations and signed by the Assured and Payee.

Dated at.....19.....

In Consideration of NATIONAL UNION FIRE INSURANCE COMPANY, having agreed to pay to the Assured .....Dollars return premium, this Policy (and the last renewal receipt, if any issued in renewal thereof) is hereby cancelled and surrendered to this Company.

.....
Assured

.....
Payee

Removal Permit

Permission is hereby granted to remove the property insured under (1st, 2nd, 3rd or all)

items of this policy to the storey building built of

and roofed with only while occupied as

and situate

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

and for not exceeding five days from date hereof, this insurance, under the respective items affected, shall attach in both locations in proportion as the value of the property covered by such items affected in each location bears to the value in both locations, and after such five days in new location only, and not as heretofore.

Dated 19

Per.....
Agent.

Nixon's Book Store Ltd., Booksellers & Stationers
New Westminster, B.C.

May 19 194 7

Received from Shigeki Nishioka

THE SUM OF

One hundred and twenty five DOLLARS 100

$ 125 00

FOR 12 Lms.

K. K. REID, LIMITED

Per K K R

Director

Thank You!

KINDLY RETAIN THIS RECEIPT.

NORWICH UNION FIRE
INSURANCE SOCIETY LIMITED
OF NORWICH, ENGLAND

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

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

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

AGENCY K.K. Reid Limited New Westminster, B.C.

POLICY Nº 2807433

REPLACING INTERIM RECEIPT Nº	REPLACING POLICY Nº	CANCELLED	REPLACING POLICY Nº	EXPIRED

SUM INSURED	RATE	PREMIUM	TERM	FROM NOON	TO NOON
$ 5000.00	2.50	$ 125.00	3 years	May 19th 1942	May 19th 1945

Whereas .....SHIGEKI NISHIOKA.....

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

FARM PROPERTY

On the following property owned by the Insured and occupied by Shigeki Nishioka (Insured or Tenant) for farm purposes only, situate on part of 10 acres of Section 35 Block 5 North, Range 2 West, on the East side of the King George Highway, Municipality of Surrey, 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 chicken Rearing House and its additions communicating and communicating therewith. No. 2 on diagram and	22x58	two story	frame	shgl.	500 00
2. On Household Contents as per clause hereunder.					
3. On the building occupied as chicken house No. 3 on diagram and	22x160	one story	frame	shgl.	400 00
4. On Farm Produce only while contained therein.					
5. On the building occupied as feed house No. 5 on diagram and	22x 40	two story	frame	shgl.	500 00
6. On Farm Produce only while contained therein.					
7. On the building occupied as a incubator shed No. 7 on diagram and	16 x 22	one story	frame	shgl.	100 00
8. On Farm Produce only while contained therein.					
9. On the building occupied as a chicken house No. 8 on diagram and	22 x 130	one story	frame	shgl.	600 00
10. On Farm Produce only while contained therein.					
11. On the building occupied as a chicken house No. 9 on diagram.	22 x 100	one story	frame	shgl.	500 00
12. On the building occupied as a chicken house No. 10 on diagram	22 60	one story	frame	shgl.	400 00
13. On one 6000 egg "Jamesway" electric incubator and one 11,000 egg "Petersime" electric incubator contained in building under item (7)					2000 00
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.					5000 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. 2807433 of NORWICH UNION FIRE INSURANCE SOCIETY LIMITED

Dated May 19th 1942

K. K. REID LIMITED

Per .....Agent.

BC STANDARD FORM UA

No. 7 (Sept., 1937)
5M-1-40

EXHIBIT No. 872-8
DATE Sept. 7/48
FILED BY Claimant

NORWICH UNION FIRE
INSURANCE SOCIETY LIMITED
OF NORWICH, ENGLAND

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

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

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

AGENCY K.K. Reid Limited New Westminster, B.C.

POLICY Nº 2807433

REPLACING INTERIM RECEIPT Nº

REPLACING POLICY Nº CANCELLED

REPLACING POLICY Nº EXPIRED

SUM INSURED	RATE	PREMIUM	TERM	FROM NOON	TO NOON
$ 5000.00	2.50	$ 125.00	3 years	May 19th 1942	May 19th 1945

Whereas .....SHIGEKI NISHIOKA.....

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

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

Dated and countersigned at New Westminster BC this 19th day of May 19 42

GENERAL MANAGER FOR CANADA

Countersigned K. K. REID LIMITED

Per

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

STATUTORY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) that the account is just and true;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REMOVAL

The property insured under this Policy having been removed to the.....*story building built of* ..... *and roofed with* ..... *occupied*

REMOVAL

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

Additional Premium $.....

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

By.....

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

FORM OF ASSIGNMENT

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

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

Signed, Sealed and Delivered in the presence of
.....
.....

{L.S.}

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

CONSENT

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

Endorsement No......

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

FORM OF ASSIGNMENT

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

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

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

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

CONSENT

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

New Westminster BC 19th May 42

.....
....., ...

Endorsement No.....

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

K. K. REID LIMITED

Per

POLICY OF FIRE INSURANCE

OF THE

NORWICH UNION

FIRE INSURANCE

SOCIETY LIMITED

OF NORWICH, ENGLAND

ISSUED THROUGH THE

BRITISH & CANADIAN UNDERWRITERS AGENCY

Policy No. 2807433

Insured Shigeki Nishioka

Amount $ 5000.00

Premium $ 125.00

Expires May 19, 1945

PROVINCIAL AGENTS

NORWICH AGENCIES LIMITED

ROGERS BUILDING

VANCOUVER, B.C.

AGENCY

K. K. REID LIMITED
740 Columbia Street
New Westminster, B.C.
REAL ESTATE & INSURANCE

2-39 THOMPSON & SONS LTD., TORONTO

CANCELLATION

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

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

SIGNATURE OF INSURED. ..... [L.S.]

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

2663 Douglas Rd.,
New Westminster, B.C.
July 7, 1948.

To Whom It May Concern:-

This is to verify that S. Nishioka bought from Mr. T.J.Smith, a Petersime incubator in the fall of 1938 at the price of $1600. It was specially built with a masonite exterior for greater insulation and was new.

This machine, I saw, was well taken care of and was in first class condition when he ~~left~~ NISHIOKA left. Such a machine, in my opinion, would depreciate in value to the extent of about 10% per used year.

Yours truly,

A. E. Brown

Declared before me by the said Alder G. Brown
this 13th day of August 1948

NOTARY PUBLIC IN AND FOR BRITISH COLUMBIA
RESIDING AT NEW WESTMINSTER

EXHIBIT No. 872-9
DATE Sept. 7/48
FILLED BY Claimant

9602

EXHIBIT No 872 - 10.
DATE Sept 7/48
FILED BY Crown

872 - 10
EXHIBIT No.
DATE Sept. 7/48
FILED BY Crown

M .....The Custodian.....
re Shujaki Nishioka.....

MUNICIPALITY OF SURREY, B. C.

NOTICE OF ASSESSMENT, 1943

Note:- all Lands Are Assessed As "Improved"

Description Of Property

Lot	Block	Re Sub-Division	Quarter	Section	Town-Ship	Blk. 5.N Range West	Map. No.	No of Acres or Lots	Value of Improve-ments	Total Value of Land Only
A			pt.	35 (ex.pt.map 6363)		2	sk.133	9.741	4500	975

TAKE NOTICE that the above property is assessed as above for the year 1943. Court of Revision will be held at the Municipal Hall, Cloverdale, B.C., on 8th February, 1943, at 10 a.m. Section 234 of the Municipal Act reads as follows:

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

Cloverdale, B. C. 30th, December , 1942. C. P. SMITH, Assessor.

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
November 2, 1948.
G. M. Stevens

872 - 11

EXHIBIT No. Sept. 7/48
DATE.....
FILED BY Crown

BUCKERFIELD'S LTD.
P.O. Box 219
VANCOUVER, CANADA

July 9, 1945

Office of the Custodian,
Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Nishioka 11,000 egg Petersime
Incubator.

As requested by you in our telephone conversation, I am pleased to submit a valuation of the above named incubator, with which I am well acquainted.

I think that a price of $400.00 on the farm would be a fair price.

Yours truly,

"A. Hamacher"

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

November 2, 1948. C. M. M. Steeves

872 - 12
EXHIBIT No.
DATE Sept. 7/48
FILED BY Crown

McLellan & McCarter, Limited

Feed Specialists

File 9602

Office and Mills

1605 West 6th Avenue

Vancouver, B C.

January 18, 1945

Office of the Custodian
Japanese Evacuation Section
506 Royal Bank Building
Vancouver, B. C.

Attention Mr. W. E. Anderson

Gentlemen:

As per your instructions, the writer went out to the farm of S. Nishioka, located on the King George Highway, and made an appraisal of the two Jamesway Incubators.

We found them in fairly good condition, and place a valuation of $600.00, which I think is a very fair price.

Our out-of-pocket expense in connection with this work amounts to $10.00; in addition to which we are entitled to 2 percent commission on the $600.00 valuation, making a total of $22.00

Yours very truly,

McLELLAN & McCARTER LTD.

Per: "F. S. Bacon"

fsb;mg

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

November 2, 1948. E. M. M. Steeves

EXHIBIT No. 872 - 13
DATE Sept. 7/48
FILED BY Crown

Chattels belonging to NISHIOKA, Shegeki #12623 File 9602

292 Peace Arch, Surrey B.C.

Sold to Tenant, Mr. Sam Kavisto.

3 Incubators (Charter)	$20.00	M
1 Oil Brooder (incomplete)	10.00	M
Few misc. Chick Troughs	1.00	M
10 Chick Drinking Fountains	5.00	M
1 Old Table and 6 Chairs	15.00	F
	51.00	
Less Appraisal Fee (10%)	5.10	
	45.90	

"Considered a just and fair appraisal as made by me this 19th day of September 1944. "

Signed.

TRAPP MOTORS, LTD.

Witness. "R.M. Anderson" "T.D.Trapp"

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

November 2, 1948. C. M. A. Stewart

872 - 14

EXHIBIT No. Sept. 7/48

DATE

FILED BY Crown

File 9602

August 11th, 1945.

RE: Shigeki NISHIOKA

I have examined the undermentioned articles and I am convinced that they are valueless and should be abandoned:

4 Kitchen chairs (broken)
4 Cartons old clothes
Straw basket of old clothes
Quantity of small miscellaneous articles
2 Linoleum rugs on floor
Bed couch - 1 bed
Carton old clothes.
Small quantity lumber (used)
Bicycle tire
Fish net
x 3 Charters Incubators (unsaleable)
Egg candler
1 Old kitchen range
5 Milk cans
x Electric brooder (broken)

Certified correct:

"R.M. Anderson"
R.M. Anderson

WJI:LBM

x These brought to auction sale and remained unsold.

W.J.J.

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

November 2, 1948. L. M. N. Steeves

EXHIBIT No. 872-15
DATE Feb. 3-1950
FILED BY
R. J. McMaster

Ex 15.

February 2, 1950.

SHIZEKI NISHIOKA B.C. 553-P CASE NO. 872

This property is situated on the east side of the King George Highway about one-half mile south of its junction with the old Pacific Highway. The holding was located for us by Mr. W. H. Grindlay of the Soldier Settlement Board offices in New Westminster. The present occupant, Mr. C. A. Landstrom, confirms the description and other features as shown on the Farm Appraisal Report photostat for B. C. 553-P.

The holding is easily found by the "Clarmar Turkey Farm" sign presently over the entrance way.

This was a highly specialized poultry farm with buildings designed for hatching, brooding, raising and egg production. The size and construction of the incubator house indicates that a hatchery was operated which was larger than would be required for the one farm. There seems little doubt that the hatching operation was carried on a commercial basis.

The site of this undertaking was very well chosen for the purpose intended. There is a gentle south westerly slope which favours natural drainage. We are advised that the soil is a rather heavy clay loam of somewhat better grade than is ordinarily selected for Poultry Units. The water supply, from two wells, seems to be adequate and reliable the year round. We appraise the land at $100.00 per acre: having regard only for its basic condition and natural attributes in drainage and water supply.

No consideration is given to its apparently quite favoured position, from a realtors standpoint, on the King George Highway close to an important junction.

Some difficulty was experienced in appraising this holding in that considerable change has taken place since the description on the Farm Appraisal Report photostat was set out.

Mr. Landstrom accompanied us around the holding and gave us every assistance he could in identifying the buildings described on the photostat. Certain factors stand out and are emphasized as follows:

SHIZEKI NISHIOKA B. C. 553-P CASE NO. 872

1. The dwelling house has been completely remodelled and is today a fine "new" home.

2. The wood shed (12 x 33 x 9) has been demolished.

3. Old dwelling (16 x 20 x 10). Present owner advises that this building was in a very bad condition when he took over the property. It has been demolished.

4. The Incubator house. This is presently being converted into an office. This is an excellent cement founded building with double walls.

5. Hen house (20 x 60 x 8). This building is in very poor condition. It is built of rough boards and set on cedar posts. It has only a use value today.

6. Garage (12 x 14 x 9). Neither the building nor any trace of it could be found.

7. Hen House (20 x 218 x 16). This house is described in the photostat as being "double deck" construction. It appears that only sixty feet on the western end are double. This section has a concrete floor and is of good construction. The remainder of the building is old and of rough board construction. We have written its value down in line with apparent conditions.

8. Hen house (22 x 42 x 8). The building is old and of rather inferior construction. It is set on cedar posts. Has only a use value.

9. Hen house (12 x 32 x 8). This building could not be located.

10. Granary. This is an excellent building founded on concrete. It is of fine construction with double walls and shingles nailed four inches to the weather. It has now been converted into a deep freeze and storage room.

11. Hen house (20 x 120 x 15). This house is in good condition. Double walled on the north side. There are cement foundations. Part of the house was new and part much older.

12. Hen house (20 x 106 x 15). This does not appear to be a double deck house as described on the photostat. The house is still in good repair, it is on cement blocks built of shiplap and double walled on the north side.

13. Hen house (20 x 60 x 9). Now in only a fair state of repair but still suitable for brooding purposes.

14. The remaining houses are small and scattered. Their values are accepted as described by the photostat.

15. The houses have quite recently been wired for electricity, but the present occupant advises that the task was a rewiring job and that all buildings had lights and switches installed when he acquired the holding. We are advised that the main buildings were piped for water.

The whole layout of the property indicates that its originator had it planned for a complete poultry business. With the exception of building No. 10 (hen house 20 x 42 x 8) the placing of the buildings is satisfactory and quite convenient.

We were not able to locate the asparagus bed but there is evidence of currant bushes. The fruit trees are as described on the photostat. The fruit trees are accepted as valued and we allow $100.00 each for the asparagus and currant plantings.

The capacity of this unit is about 4200 birds.

In relation to the Otsuki property (Case No. 1013) we would suggest that the operations were very similar in that both operators were engaged in the baby-chick business and both had well-rounded, complete poultry plants. The holding had about four-sevenths the capacity of Otsuki's property and a less valuable house but on the other hand had the advantage of a plentiful water supply. The Otsuki buildings are

SHIZEKI NISHIOKA B.C. 553-P CASE NO. 872

generally of slightly finer better construction.

At present Mr. Landstrom is using the holding for turkey raising purposes.

The method used in appraising this unit is the same as described and set out for Cases 827, 413, 432, 167 etc. Table 5 sets out the schedule of values.

Table 5

UNIT	DIMENSION	AGE	SSB PRESENT DAY VALUE	CAPACITY	CLEMENT PER BIRD	VALUE	NOTES
House 1½st.	24x36x13	10	$1500.00			$1500.00	Rebuilt
Attached	14x36x11	1					
Wood shed	12x33x9		40.00			40.00	Demolished
Old dwelling	16x20x10						Unlocated
Inc. House	16x22x10	5	250.00			400.00	Excellent
Old henhouse	20x60x8	20		300	$ .25	75.00	
Garage	12x14x9		15.00			15.00	
Henhouse DD	20x218x16	3	1365.00	1400		1220.00	Note 7
Shed attached	14x20x16	6					
Henhouse	20x42x8		100.00	210	.50	105.00	
Henhouse	12x32x8		35.00	96		35.00	Unlocated
Granary	22x40x16		400.00			800.00	Excellent
Henhouse DD	20x120x15	7	600.00	1200	1.25	1500.00	Part is excellent
Henhouse DD	20x106x15	5	575.00	530	1.40	742.00	Note 12
Henhouse	20x60x9	3	250.00	300	1.25	375.00	Good
Henhouse	12x22x8		35.00	66		35.00	
Henhouse	14x30x8		35.00	105		35.00	
Henhouse	8x12x8	3	20.00	25		20.00	
Henhouse	12x22x8	8	50.00	65		50.00	

SHIZEKI NISHIOKA B. C. 553-P CASE NO. 872

UNIT	DIMENSION	AGE	SSB PRESENT DAY VALUE	CAPACITY	CLEMENT VALUE PER BIRD	CLEMENT VALUE	NOTES
2 Col. Houses	12x18x6	6/12	$ 20.00	108		$ 20.00	
11 Col. Houses	8x12x5	4	77.00	265		77.00	
Colony House	10x14x6			35			
Shed	12x16x9		85.00			85.00	
2 Col. Houses	10x20x6	3	14.00	100		14.00	
		Total	$5466.00			$7143.00	

See Note No. 7. Westerly 60 feet $1.50 per bird (600)

Easterly 158 feet .40 per bird (800)

Total value of the unit:

Land	$1000.00
Buildings	7143.00
Bushes & trees	215.00
	$8358.00

It is our opinion that a capable well-informed poultryman should have been willing to pay $8250.00 for this holding in 1943.

J. M. Clement

FORM 1 10M-10-48

TRADE MARK B&K REGISTERED

THE BRACKMAN-KER MILLING COMPANY LIMITED
DIVISION OF PURITY FLOUR MILLS LIMITED

Manufacturers of
"THRIVO" AND B & K POULTRY & DAIRY FEEDS

CABLE ADDRESS "BRACKMAN"
D.R.P. GRAIN CODE
BENTLEY'S CODE

HEAD OFFICE
P.O. BOX 920
NEW WESTMINSTER, B.C

New Westminster, B. C.
February 27, 1950

Mr. R. J. MacMaster
675 W. Hastings St.
VANCOUVER, B. C.

Dear Mr. MacMaster: Re S. Nishioka Incubator

I have checked further into the particulars concerning the above machine. I informed you that we did business with Nishioka over a period of years, and so our field men are quite familiar with the incubator in question.

Normally this type of incubator will depreciate 20% the first year and at the rate of 10% per annum thereafter. Some allowance has to be made for the care that has been given the machine.

Actually this particular machine was given good care up until the time Nishioka was evacuated during 1941. After the Custodian of Enemy Properties took over, and until 1945, we understand several tenants lived on the place and our men have no knowledge of what happened to the machine. However if the machine was in good order it should have been readily saleable because the larger incubators were very hard to procure just at that time. It should therefore have been very easy to sell the machine at a price which would take into consideration normal depreciation.

Yours very truly,

THE BRACKMAN-KER MILLING CO. LTD.

J. B. McCormack

Assistant General Manager

JBMcC/JP

Lethbridge, Alberta,

March 27th, 1948.

Messrs. Swift, MacLeod, Deacon & Ormond,
Solicitors,
Lombard Building,
Winnipeg, Man.

Dear Sirs:

Re:claim of the N. Hishioka Shigeki, No. 12623.

The above claim will be heard by the Commission on Thursday, April 20th next, at 10:00 A.M. in the Assize Court Room, Court Room No. 1 of the Court of King's Bench, Room 226, Law Courts Building, Winnipeg. We assume that it is your intention to present this claim.

Yours truly,

A. WATSON,
Secretary.

AWW-s