Name of Claimant WAKITA, Hajime
" Yutaka

Case 56

Custodian File
13086 & 14179

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		3050.									3450.

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	
270.	67.50							67.50

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
742.	351.50	105.45	47.37	35.00	16.58	165.50	19.86	141.89

TOTAL RECOMMENDATION	3659.39

Vancouver, B. C.,

January 30th, 1950.

(PROCEEDINGS RESUMED)

D. T. B. BRAIDWOOD, Esq., appearing for the Dominion Government.

F. DREW PRATT, Esq., appearing for the Claimant.

D.F. CHRISTIAN, Esq., Official Reporter.

MISS WHITE, Secretary.

THE COMMISSIONER: Counsel have already spoken to me about some additional evidence which the Crown wishes to adduce, the evidence of one Blackburn. Is that the only additional evidence?

(Discussion)

Counsel tell me that Mr. Pratt, acting for the Claimant, has been furnished with a ~~praecipe~~ précis of the evidence that Blackburn is expected to give, and since Blackburn has been taken ill and is unable to attend this morning, I will direct Mr. Pratt to proceed to call his reply to Blackburn's evidence on the assumption that he will give the evidence of which you have already been advised.

MR. PRATT: Should anything turn on it I would like an opportunity to cross-examine Blackburn.

THE COMMISSIONER: He is being called as my witness and therefore will be available for cross-examination by both counsel.

MR. PRATT: I was going to take the report of Mr. Good in the order it is given, and first I wanted

to make a statement in connection with the reference in the second paragraph that the property was insured for $10,000.00 (transcript p. 79, line 20).

THE COMMISSIONER: I think it would be wise to file this memorandum which Ihave received from Mr. Good under date of November 21, 1949, as an exhibit, simply to get it on the record and not with the view to the document being taken as proof of any of its contents.

(MEMORANDUM FROM B. GOOD, NOV. 21, 1949, MARKED EXHIBIT NO. 15)

MR. PRATT: My lord, following that item in the second paragraph about $10,000.00, that $10,000.00 was $5,000.00 on the building, and $5,000.00 on the stock. I don't know whether I misled the Court. I put it in the form of a question.

THE COMMISSIONER: I will take your statement on it. I don't know that it is of any great materiality, in any event.

MR. PRATT: I don't think so. I might also point out the reference to a rooming house. That is separate and distinct, and that was a claim under Mr. Sajiro Wakita's own claim.

Following up this insurance, I have had these people in my office and they have no record of what happened to the insurance policies. It appears that in those days Mr. H. Ohashi handled the insurance for the Japanese people at Steveston.

THE COMMISSIONER: I hope it will be of some assistance to you if I tell you that the fact of so much or

so little insurance being carried, I do not count as a matter of any moment.

MR. PRATT: I was going to say we tried to pursue this matter and we find that Hobbs Christie had the insurance on the buildings and Mr. Christie has searched his records and finds that after seven years they have destroyed everything and haven't even a ledger entry of what was paid.

THE COMMISSIONER: You can ignore that in any case. You are not relying on the fact that so much insurance was carried.

MR. BRAIDWOOD: Apparently we have the policies, in any event.

MR. PRATT: But they do not cover all this property.

THE COMMISSIONER: I have already pointed out I am paying no attention to what insurance was carried.

MR. PRATT: We have tried to find out who the insurance adjusters were and can't get even that. I would like to call Mr. Smith.

GEORGE W. H. SMITH, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q Mr. Smith, what is your occupation?

A Salesman for Gault Brothers Limited.

Q How long have you been in that business?

A I am in my 29th year with the company.

Q Were you familiar with the property at Steveston referred to as the Wakita store?

A Yes.

Q When did you first visit those premises?

A In January, 1928.

Q How often after that did you visit them?

A About once a week until the time of the evacuation.

Q What kind of business did Gault Brothers do with the Wakita store?

A A very nice business.

Q How much stock would they carry in there, would you say? A: I would estimate the stock around $20,000.00 to $25,000.00.

Q Do you remember a fire which occurred at those premises? A: Yes.

Q When was that? A: It was in February of 1934, I believe.

Q And would you tell his Lordship to what extent the place was damaged by the fire?

A The original building and the living quarters were pretty well demolished. The Wakitas had to move out and take quarters elsewhere.

THE COMMISSIONER: Q: That fire took place what year?

A I believe February, 1934.

MR. PRATT: Q: What about the store itself? How much was it damaged?

A Well, the original building of the store was pretty well demolished and part of the addition put on.

Q Did you have anything to do with adjusting the fire loss? A: Yes, as far as the loss was concerned, I entered into discussions with Mr. Shallcross regarding some goods we had there at that time.

Q How did Wakita look after the place?

A I would say it was kept in a good state of repair.

THE COMMISSIONER: Am I much concerned with the state of repair in 1934?

MR. PRATT: Well, my lord, I would like to follow that up. The statement given by this man is the place was a shell.

THE COMMISSIONER: But I am concerned with 1942, not 1934.

MR. PRATT: Very well, my lord.

Q Let's carry on, then. After the fire was the place repaired? A: Yes.

Q And the Japanese people were evacuated in 1944, wasn't it, from Steveston?

MR. BRAIDWOOD: 1942.

MR. PRATT: That's right.

Q Did you visit the place at that time?

A Yes.

Q What was the state of repair of the building at that time? A: I would say it was in a good state of repair.

Q Was it painted?

A Yes.

Q When it was repaired, do you remember the type of material that was put into the building?

A They used mostly V-joint, a good quality V-joint lumber.

Q Do you know the locality where the business section is in Steveston?q

A Yes.

Q Is it in a good locality?

A Yes, it was considered one of the main corners in

Steveston.

Q Are you prepared to give an estimate of what the property was worth at the time of the evacuation in 1942?

A I would estimate it at around $10,000.00, comparing it with other buildings, what little I know of the buildings.

Q Mr. Blackburn took over the operation of the store after these people were evacuated. Did you have any dealings with Blackburn?

A Yes.

Q Did you have any discussion with Bladkburn regarding the purchase of this property from the Custodian?

A Yes, he mentioned to me he was goimg to try to buy the property.

Q Did he intimate to you what it was worth or what he should pay for it?

A Yes, he said he had made a couple of trips , I believe to Revelstoke, to try to make a purchase of it.

THE COMMISSIONER: Q: That was to consult Wakita at Revelstoke?

A Yes.

MR. PRATT: Q: Did you know of your own knowledge he bought it? A: Yes.

Q Do you know the price he paid for it?

A I knew he got it at a very low price, and I know it was around $3,000.00 or $3200.00.

Q What would you say as to that price he got it for? A: I would say

he got it for nothing, actually.

Q There has been some evidence in Mr. Good's investigation that Mr. Bladkburn is supposed to have stated that the place was a shell and leaked very badly? What would you say?

A In the store part, I could say the times I was in the store there were no leaks to my knowledge. I never saw any signs of anything.

Q Let me put this to you. You told his Lordship that they carried a stock in the neighbourhood of $25,000.00?

A Yes.

Q Would there be danger to this stock if a place like that leaked?

A Yes, there certainly would.

Q What was some of the commodities carried there?

A They had a general stock including hardware, linoleum, dry goods and groceriess

Q What type of roof was on that place?

A I believe it was a flat roof, as I remember the building, on the biggest part of the store.

Q Isn't it a fact that a flat roof is more likely to leak or is more open to the elements than other types?

THE COMMISSIONER: I do not think you need pursue that. It is fairly obvious, isn't it.

MR. PRATT: Q: Do you know what type of a business Mr. Blackburn did there?

A He did a very nicebusiness.

Q He did a very nice business?

A Yes.

Q You were there, I suppose, after the fire?

A Yes.

MR. PRATT: I have some pictures, my lord, taken of the fire.

THE COMMISSIONER: That was 1934. What interest has that for me?

MR. PRATT: But they say there was no fire; that is what I have to meet.

THE COMMISSIONER: I am not concerned with what happened at the time of the fire. I am concerned with the condition of the premises as in 1942 when these people were evacuated.

MR. PRATT: But, my lord, there was a serious allegation made there and I think it was commented on the last time I was here that we would have to meet that, that there was only some storaging.

THE COMMISSIONER: If you want to pursue it, all right.

MR. PRATT: If your Lordship is satisfied I won't pursue it.

THE COMMISSIONER: It has no value at all eight years prior to the date I amconcerned with.

MR. PRATT: I will leave it at that, my lord.

CROSS-EXAMINATION BY MR. BRAIDWOOD:

Q I take it you sell drygoods for Gault Brothers?

A Yes.

Q Are you familiar with grocery stocks and hardware stocks? A: Not as familiar as drygoods.

Q Do you know anything about the value of those stocks in detail?

A No.

Q You have been in the drygood business since January, 1928?

A That's right.

Q How thoroughly have you ever inspected the Wakita property at Steveston?

A Well, I was in the store approximately once a week, and naturally you have to wait a certain length of time. You wander around the store. Doing business with them you are interested. We were continually looking for new outlets for merchandise.

Q Did you ever examine the roof?

A No.

Q Did you ever go to any other part of the premises but the main selling room?

A Yes, I was in the back part.

Q Did you ever examine the construction of the building? A: Just how do you mean?

Q Could you give me some details of how the building was constructed and what it appeared to be like to you in 1942?

A I would say it was in -- I know it was V-joint. I know it was very well built. I was around when they were building the building years before.

Q Quite a number of years before?

A That's right.

Q Are you an experienced builder?

A No.

Q You don't know much about buildings then?

A No.

Q When you gave his Lordship a figure of $10,000.00 as being the value to be placed on it, do you know of your own knowledge of the transfer of properties in that area in 1941 and 1942?

A All I can go by is the fact that going around meeting people in and out of stores, you get a fair idea what they are rated and what the building is worth as far as credit is concerned, that is what we are asked to do continually, more or less asked to watch.

Q I am asking you if you know anything about property transfers in 1941 and 1942 in that area?

A No.

Q Or building values?

A No.

Q You can't, for example, tell me the price of real estate in the same place as the Wakita property in 1942?

A No.

Q As a matter of fact, you are not a real estate man at all? A: No.

Q So when you tell us that $10,000.00 is a value for the property, that is just your estimate as a layman?

A That's right.

Q I presume you have no personal knowledge of how

much Blackburn paid for the property except what somebody possibly told you?

A Blackburn mentioned to me approximately what he had paid.

Q I presume you have no personal knowledge of what Blackburn's business had been in the premises since you took it over; that is what his net annual sales would be and the like?

A No.

Q We have in evidence in the last Exhibit filed a statement that at the time of the evacuation the roof was leaking like a sieve and buckets and pails and other utensils placed by Wakita to catch the rain. Do you think that situation was probable?

A I don't see how it could be.

Q What was the last time you were on the premises before the Wakitas left?

A It would possibly be a week or two weeks.

Q And you didn't notice any of the conditions set out in this exhibit at that time?

A No.

Q I take it Mr. Pratt has shown you a copy of this report which was filed as an exhibit?

MR. PRATT: No. I went over it with him.

MR. BRAIDWOOD: Q: I mentioned the facts to you anyway. Would you say the premises were modern in their type of construction?

A Just how do you mean that?

Q Well, is this what you would describe as a good merchandising establishment from the construction

point of view or would it require quite a lot of work to be done to it to make it a first class store?

A For a store of the type that were in the neighbourhood I would say it was very satisfactory.

Q Do you know if, in fact, Blackburn did any construction work on the premises?

A I knew he had changed things around a little bit.

½Q Very much? A: No, not a great deal. He moved some counters and put in some more counters.

THE COMMISSIONER: We are talking about construction work on the building itself.

A No, not to my knowlegge.

MR. BRAIDWOOD: Q: I would suggest to you that Mr. Blackburn put on a new roof and repaired floors, put in new foundations, repaired windows, and matters of that kind, which I think are fairly substantial construction matters. Would you have any knowledge of that?

A No.

Q Would you say it was done or wasn't done?

A I have no knowledge of it. I couldn't say it was or wasn't.

THE COMMISSIONER: Q: Is it safe to say he did not make structural alterations so far as you observed?

A Yes, sir.

MR. BRAIDWOOD: I think that is all.

MR. PRATT: I might ask one question.

Q Are you familiar with the Royal Bank Building

across the street from there?

A Yes.

Q How would that building compare with Wakita's? If you don't know, just say so.

A I don't know. I am not sure.

THE COMMISSIONER: Q: How did you arrive at your figure of $10,000.00, the valuation you put on these premises?

A All you can do is, you are calling on people for credit reasons and when we go there we have to hit some sort of figure on what they have there for credit, and that is where I would say my figure would be a round estimate from that point of view.

Q How did you arrive atthe figure of $10,000.00 for the building?

A Well, the size of the building. It covers pretty well the whole property, and the cost of building -- I built a home myself in 1938 and you can more or less judge the cost of material in your estimate.

Q Were there other similar store properties in Steveston?

A No. Their store was the biggest store in Steveston.

Q From what did you get this figure of $10,000.00? Is that a report you made to your own principals? or did you simply pick it out of the air?

A Well, you make an estimation, that's all you can do.

Q You are familiar with the trade that is carried on by this man and others in various stores?

A Yes.

Q Are you suggesting that that property could have been sold for $10,000.00?

A No.

Q In 1942? A: No, not in 1942. My estimate on the property would be what it would cost to probably rebuild it.

Q Your figure then is a replacement cost?

A Yes.

THE COMMISSIONER: This sale was made in 1944, was it not?

MR. BRAIDWOOD: Yes.

THE COMMISSIONER: In the spring of 1944.

MR. PRATT: August.

MR. BRAIDWOOD: The approval was granted by the advisory committee in June, 1944, and it was sold to Blackburn as of the 1st August.

THE COMMISSIONER: Q: Are youable to express an opinion as to the market price of that property or your estimate of the market price in June, 1944?

A The property from the fact that the town was being evacuated -- you want what I, as a layman, would pay for it if I wanted to go in?

Q Supposing you had been going in to buy those premises, what would you have considered yourself justified in paying, knowing the situation, as at that time?

A I think at that time, the fact it was a ghost town it would have been a good investment of $6,500.00 to $7000.00.

Q And in 1944 Steveston was pretty much of a ghost

town due to the evacuation of the population of Japanese origin?

A Yes.

Q To what extent do you consider that property values-- confine it to this store -- the value of this store was affected by reason of the evacuation of the Japanese?

A You mean on the overall picture or what it would be?

Q Well, you have estimated it would be a good buy at $6500.00 in June, 1944?

A Yes.

Q At what price would it have been a good buy in September, 1941?

A September, 1941?

Q That is, before any person thought seriously about war with the Japanese?

A I feel that $10,000.00 would have been a good price at that time.

Q So that, in your opinion, it was depreciated to the extent of $3500.00 in consequence of the evacuation?

A Yes.

THE COMMISSIONER: Does either counsel wish to pursue the subject I have been discussing?

MR. PRATT: I would like to ask one question.

Q Do you know what Blackburn has been asking for the property today?

A No.

Q You haven't heard any figures at all?

A No. I was taken off that territory last October.

MR. PRATT: I think your Lordship has covered it.

THE COMMISSIONER: Mr. Braidwood, do you wish to pursue it any further?

MR. BRAIDWOOD: No, sir.

THE WITNESS: To give you an idea, in 1945 I believe it was, or 1946, Mr. Garbett with Gault Brothers bought Mrs. Maciti's store, a much smaller store, -- he is a personal friend of mine -- and I told him at $5,000.00, I advised him to buy it when he had the opportunity.

THE COMMISSIONER: Q: And did he?

A Yes.

MR. BRAIDWOOD: Q: What was the date?

A I am not sure whether it was 1945 or 1946, and I believe he paid $5000.00 for it. At that time I figured he was getting a good buy.

Q How did it compare with the Wakita store?

A It is a much smaller store.

Q And the locality? A: It is in the same neighbourhood, but it is a much smaller building.

Q And he paid $5000.00?

A I believe it was in the neighbourhood of $5000.00.

(Witness aside)

MR. PRATT: I wonder if I might call Miss Nishi again.

THE COMMISSIONER: Very well.

JITSUE NISHI, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q Mrs. Nishi, you are the daughter of Mr. Wakita?

A Yes.

Q And you were, I believe, born in the city of Steveston? A: Yes, right in that property. No, I guess I was a couple of years old.

Q Do you remember the fire in 1934?

A Yes, I was in that place when it occurred.

Q And the place was extensively damaged, was it?

A Yes.

Q Mr. Blackburn has made a statement here that the place leaked like a sieve and buckets and pails were used. What have you to say about that?

THE COMMISSIONER: We are talking about 1942 and 1943, are we?

MR. PRATT: Yes.

A At the time of the evacuation I didn't know anything about leakage because I didn't notice anything at all. He said when the fire occurred the main building burned down and he had to build that building all over again and when he did so the carpenter didn't do a good job on the joins. He noticed that there was a few drops in the attic and he said he did place a bucket there in the attic, but it didn't come through the store. I didn't know anything about it until I asked him.

Q I show you a picture. Would you tell the Court

what is that picture?

A That is most of the part that was burnt down.

Q And you talk about a join. Does it show in that picture? A: Yes. All this property was burnt down here, (indicating), and there was a join where the carpenter didn't do a good job in joining, and it did leak a few drops on and off when it rained heavy right in the attic. It didn't come down in the store or anything.

THE COMMISSIONER: Q: The rebuilt portion is to the right of the righthand figure?

A Yes, that is about one-third of the size of the store.

(PHOTOGRAPH MARKED EXHIBIT NO. 16)

MR. PRATT: Q: When was the roof shingled?

A I really don't know. The main part of the building, I guess it was new when it was built in 1934 or 1935 after the fire; but as far as the shingling I don't know when it was done myself, but I guess it has to be done regularly on account of the flat roof.

Q What about the painting of the building? Would you tell his Lordship how it was painted?

A It was all painted outside every, I think, three years, because every time they painted the front the Bapco paint people came out and painted the sign as well.

Q How was the inside?

A It was all varnished. The living quarters was all

varnished and the inside of the store, I believe it was painted.

Q You have been out to the premises since you have returned to the Coast?

A Yes, I have seen Mr. and Mrs. Blackburn.

Q I want you to tell the Commissioner what was the arrangement, when you left the Coast, with Mr. Blackburn?

A When we left the Coast we thought it might be best to give it in the hands of the Custodian, but when we come to think of all the different properties that the Custodian had to take care of he said they might not be able to take care of it properly, so many were in that vicinity, and he didn't want to part with the place, and he said if he could find somebody to take care of the place we didn't have to give it in the hands of the Custodian.

THE COMMISSIONER: Q: It was under those circumstances you rented it to Blackburn?

A Yes.

THE COMMISSIONER: What is this examination directed to-- to show that the rent was an adequate rent?

MR. PRATT: No, my lord. In this statement there is reference to Wakita selling the property back and forth --

THE COMMISSIONER: Yes.

MR. PRATT: Q: In April, 1940, did you have some dealings with Mr. Blackburn regarding this property? Of course at this time he owned the property.

A Yes. The very first agreement was dad give up the whole store.

Q We have that in this file as an exhibit.

A And that was the agreement. So after the war ended and he was allowed to go back, he interviewed Mr. Blackburn and asked him if he was ready to give up the store now that he was able to come back.

Q You are getting ahead of yourself, I think. In April, 1947, was there an agreement that Blackburn said he would return the property?

A Yes.

Q I am going to show you a document here. I think it is referred to in the report. Doesthat document set forth the agreement between your brothers and Blackburn?

A Yes, and dad was there.

Q Were you present? A: No.

D Dad and my brothers was there. It was in my brother's name. I guess he changed it instead of having Mr. and Mrs. Wakita. He had it changed to the name of the owner of the property.

MR. PRATT: This may be a little irregular, my lord, but the document can be proved, I think, by Mr. Wakita, if necessary. I would like to read it.

THE COMMISSIONER: Very well.

MR. PRATT: (Reading).

(DOCUMENT, DATED APRIL 11, 1947, SIGNED H. BLACKBURN, MARKED EXHIBIT NO. 17)

Q Mrs. Nishi, following up that agreement your father visited Blackburn, didn't he?

A Yes, we went to ask him to see if he would come through with the agreement because we didn't want to bother with this claim. It would be more simpler if he gave it back.

Q And what transpired?

A We went down and he said he didn't want to sell it. At first he wanted $10,000.00 for the property. We were quite annoyed because that wasn't the first agreement, although it turned out it wasn't legal, I guess, but morally that we were urging him to turn it back to us at what he paid for it.

Q Then he wanted $10,000.00?

A That is what he said at first. Then finally he came down to $5000.00 if we would buy the furniture and fixtures at $3000.00 and all the stock in the store at cost, and dad thought if we were to start out again he would buy the furniture and fixtures all over again, anyway, although $3000.00 was a lot for the fixtures he thought he would take it at that if he would come down in the property at $5000.00.

Q What happened?

A He said, "We will see you tomorrow", and we made a promise to meet at his place next day and when we went down he was gone.

Q Were you able to contact him again regarding this offer?

A No. He left a note saying that he had to go away early in the morning, and he didn't see us

that day.

Q You have not been able, then, to consummate that?

A No, we didn't to go into that.

Q Now, Mrs. Nishi, there was a question of some work done by Mr. Blackburn. Reference is made in this report about some alterations made by Blackburn? First, dealing with the foundations, do you know anything about them?

A Well, before Mr. Blackburn bought the place in his name, like, he asked dad to put up some money to fix the cement right in the front . After the building was put up I think it set by the sidewalk and I guess on account of that the front of the store, the cement blocks sagged, and he wanted to fix that , and dad asked the Custodian to give him what it would cost Mr. Blackburn to fix that place; and he said $100.00 was taken off his account for that.

THE COMMISSIONER: Q: This, I presume, was before the sale?

A Yes, my lord. And after the sale I gathered Mr. Blackburn fixed it a little more. I don't know how much but he said about $100.00.

MR. PRATT: Q: The item we are concerned with here is, "Removed old partitions". Would youtell his Lordship about that?

A We had a store oblong-shaped and right in the corner he decided to make a little storeroom, two rooms, and he wanted it right in the corner of the store. So he put that in. But after Mr.

Blackburn went in he wanted a larger room and he took that partition out. I don't suppose it would cost him very little, if anything, to take that out.

Q Now, he makes the statement that the building was unpainted inside and out. What have you to say to that?

A I think that is not true, because it was painted outside and inside the living quarters was varnished and inside the store was painted.

THE COMMISSIONER: It is obviously incorrect in the terms of this photograph.

MR. PRATT: Q: I am going to show you a family picture, is it?

A Yes.

Q Where was that taken?

A This is the living quarters and this is the store, (indicating).

Q What year was that taken?

A I believe a couple of years before or maybe a year before the evacuation--1940 or 1941.

Q And that was taken, you say, in the back of the premises?

A This is the living quarters (indicating).

Q And the left is the store?

A Yes.

THE COMMISSIONER: I do not think we need that. It is quite obvious that the premises were painted and apparently it was in reasonable good condition from the outside appearance.

MR. PRATT: Q: Do you know anything about the trip Mr. Blackburn made to Revelstoke, B.C., to see your father?

A Yes.

Q This is what he says: "Wakita would not accept and stated that it was better to allow the property to be sold by the Custodian and he would collect damages from the Government."

Do you know anything about that visit?

A As far as I know, he couldn't have said a thing like that because he made two trips, I think, and on each trip dad made it clear he didn't want it sold, and he said if he had somebody taking care of the place properly he thought it wouldn't be sold, and he told Mr. Blackburn that he would like to keep it in his name, and to have somebody look after the place rather than it being sold, and he kept repeating he didn't want the place sold; and I believe I wrote the Custodian a few times not to sell the property as long as we have somebody taking care of the place.

Q Have you heard what Blackburn wants for the property today?

A Well, naturally I suppose he would tell us he wants a lot for it, but he said he could easily get $15,000.00 or $20,000.00 any day, and he said just because we had that agreement $10,000.00 is most unreasonable, and he said -- I don't know how true it would be -- but he said just the other day he was comparing with somebody at $25,000.00.

Q This is what he has told you?

A Yes.

Q By the way, Mrs. Nishi, at the time you were evacuated, I notice the stock was turned over to the Blackburns for $631.39. What happened to all this stock?

A Dad didn't want to leave all the stock there outside the fixtures, but we took quite a bit back to the wholesalers. Gault Brothers took something back, too, and the other wholesalers did, too. He had quite a bit of bluestone and we had to take it back. Then we had quite a few things stored in different places. Eventually we asked for them and they sent them to Revelstoke.

Q In other words, the stock was reduced to $601.00?

A Yes.

Q Going back to the fire, do you remember how much money was received from the insurance company for the damage to the building?

A I don't know, but as far as dad has been saying --

Q If you don't know you can't very well give that evidence. I think we have it on record that Wakita received $4500.00.

THE COMMISSIONER: That evidence is in already.

MR. PRATT: Yes.

CROSS-EXAMINATION BY MR. BRAIDWOOD:

Q Mrs. Nishi, you told us a few moments ago that your father in November, 1949, made an offer to re-purchase the property for $5000.00 plus $$3000.00

for the fixtures and the cost price of the stock?

THE COMMISSIONER: Just a moment, I do not think that is putting it quite fairly. What the witness said was Blackburn made this proposal that he would sell for $5000.00 plus $3000.00 for fixtures and the cost price of the stock and finally Wakita accepted that proposition but Blackburn refused subsequently to come through. Am I right?

A That's right. He wanted $10,000.00. He didn't want to sell it at $5000.00.

THE COMMISSIONER: The point I am making is it was hardly an offer in the first instance by Wakita. The shoe was rather on the other foot.

MR. BRAIDWOOD: That would be true, but reading from the memorandum here it appears that Wakita wrote a letter.

THE WITNESS: I think that might have been after.

MR. PRATT: If you want that I will give it to you. It was never signed. It was drawn up.

2-0 MR. BRAIDWOOD: Nothing much turns on this, except I want to get the figures straight. My information is Wakita said $6000.00 rather than $5000.00.

THE WITNESS: I think that is a mistake he made, but the letter I guess maybe was after he didn't come through with the agreement and I saw Mrs. Blackburn after and she said, "If Harry came through with the same agreement, would you take it?" and I said I didn't know, I would have to ask dad about it; but later he said at the price he

30 paid for it he would come through with it.

MR. BRAIDWOOD: Q: In any event, you say the figure in the letter was $5000.00 and not $6000.00?

A I wouldn't know that.

Q With regard to this condition in the roof with the rain coming in, how long had that gone on?

A As far as I know I don't know how long. I didn't know anything about it until I asked dad and he told me a few drops. I guess the buckets

M Mr. Blackburn is referring to must have been in the attic that he had placed to catch that where it come from the join.

Q Did you know if anything was done by your father or any members of the family to repair the roof and prevent the water coming in?

A No, I don't know.

Q You have been in the premises since Mr. Blackburn took them over, haven't you?

A Yes, I have been there.

Q And you have been there quite recently?

A Yes.

Q Would you say there was a considerable change or not in the interior of the building since Blackburn has taken it over?

A I wouldn't say there was any changes except he has placed a few fixtures and probably he has painted the inside. The living quarters was exactly the way it was left except for one room they have painted, but the varnish is still there.

Q You don't know anything about the value of these

new fluorescent fixtures and counters?

A No.

Q Do you know anything about any structural alterations?

A As far as I know there isn't any except this partitions removed. I don't think he has made any in addition.

Q My instructions are there was a new roof, repaired floors, new foundations, and windows repaired.

A Probably he has put a new roof on it and I knew he had fixed the foundation because dad paid $100.00 and he has mentioned he has paid more than that to fix the other part of the foundation.

THECOMMISSIONER: Q: Mrs. Nishi, will you look at this document, Exhibit 17? Do you know when the date in blue ink was put on it, because I draw your attention to the fact the letter is written in green ink.

A I think this was a couple of days after this was drawn up. After this was done dad took it up to Mr. Pratt's office and that was done.

MR. PRATT: I think that is my writing on there, my lord.

THE COMMISSIONER: Q: In any case, this proposal of Blackburn's was made around about April 11th, 1947?

A Yes.

Q That is the proposal set out in Exhibit 17?

A Yes.

Q And I understand you to say that Blackburn subse-

quently refused to carry out what you took to be his promise made in Exhibit 17?

A Yes, my lord.

(Witness aside)

MR. PRATT:. I have Mr. Wakita here. I don't know whether he can assist us much.

THE COMMISSIONER: I do not think so.

MR. PRATT: If you want any further evidence on the state of repair, of course he is the one that would know.

(Discussion)

MR. PRATT: I am not going to say anything further on this question about this roof being put on. I think the Court will take notice of the fact that a shingle roof would need replacing. The fire was in 1934. After about ten years a roof would need replacing. I don't think we need go over the evidence again.

THE COMMISSIONER: We have not heard from Mr. Blackburn yet, and Government counsel will, I hope,be able to get him before the middle of the week.

MR. BRAIDWOOD: I have no information except what Mr. Pratt tells me this morning that the man may have pneumonia.

THE COMMISSIONER: I would like you to follow it up and let me know later.

MR. PRATT: Is it necessary for these people to stay?

THE COMMISSIONER: There is no occasion to keep them. They have met everything covered by this report. Now it is for Government counsel to verify the report if he is able to.

(Discussion)

(LETTER, DATED SEPT. 14, 1943, FROM SECRETARY OF STATE TO MR. PRATT, MARKED EXHIBIT NO. 18)

(Adjourned sine die)

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

Deputy Official Stenographer

Wakita claim 56

Vancouver, B. C.

October 3rd, 1949.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

D. E. B. BRAIDWOOD, Esq., and
J. CAMPBELL, Esq., appearing for the Canadian Government.

F. DREW PRATT, Esq., appearing for the Claimant.
T. P. HORROBIN, Esq., Official Reporter.
A. W. WATSON, Esq., Secretary.

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MR. BRAIDWOOD: My lord, we have Mr. Coulthard here this afternoon on Case No. 56.

I might tell my friend that Mr. Coulthard has appeared on at least two previous occasions before the Commission. I don't know whether your lordship wants me to go into his qualifications or not.

THE COMMISSIONER: Not unless Mr. Pratt wants you to.

MR. PRATT: No, I don't want him to.

20

FREDERICK HILL COULTHARD, a witness called by the Government, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q Mr. Coulthard, you were a real estate appraiser engaged by the Custodian to investigate certain Japanese owned properties in the year 1944?

A Yes.

Q And you investigated Lots 6 and 7, Block 5, Section 10, which was the Wakita property, I believe, and made a report on the 26th of April, 1944?

30 A Yes, that is right.

Q Is that your appraisal, Mr. Coulthard, (producing)?

A Yes, that is it.

MR. BRAIDWOOD: My friend has a copy, my lord. I would ask that this be filed as an exhibit.

(APPRAISAL MARKED EXHIBIT No. 56/13)

Q Would you tell his lordship what you did in the way of investigating that property, please, Mr. Coulthard?

THE COMMISSIONER: You may sit down, if you wish, Mr. Coulthard.

A Thank you. I went to Steveston and investigated this property. In other words, I inspected it carefully and took measurements of the building, and checked its general condition, and during the course of those appraisals , of course, down there, about the only information which we could obtain which was of any use to us was that received from local residents, and the local Police Constable, and all the information we could get from the local Municipal officers, and we based our conclusions on the data so gathered.

Q While you are on that, I show you a tax notice for 1946. Is that the municipal assessment for 1943, on that property? A. Yes, that is correct.

MR. BRAIDWOOD: I will file that, my lord, as an exhibit.

(ASSESSMENT NOTICE MARKED EXHIBIT 56-14)

THE COMMISSIONER: What does the assessment show?

MR. BRAIDWOOD: The assessment, my lord, shows a value for land of $1035.00 and the value of the improvements at $3800.00.

Q That was one of the pieces of information you had, I take it, Mr. Coulthard, in making your appraisals?

A I have that appraisal marked -- what are we on, Wakita or Nishi, now?

Q The Wakita property.

THE COMMISSIONER: The appraisal was $3,000.00?

MR. BRAIDWOOD: $3800.00 for the improvements and $1035.00 for the land, my lord.

THE WITNESS: Yes, that is correct.

Q You were telling his lordship that you made inquiries from the municipal officers and the local residents. Would you carry on from there, Mr. Coulthard, please?

A Well, that data obtained, of course, was particularly in regard to the values of these lots, and if there had been any sales in the immediate period preceding that, in order that we might arrive at a fair valuation of this property.

Q Did you inspect the property itself?

A Yes.

Q What was your general impression of the property?

A The building was in a terribly delapidated state. The floors were badly sagged, the walls were bulged and the roof was leaking, and it was in a deplorable state. As a matter of fact this was just about as bad as anything on the street, as far as general condition was concerned.

Q And does the appraisal which you have filed as an exhibit represent a true reflection of your investigations and conclusions at the time?

A Yes.

Q Now, we have had some evidence in this case, Mr. Coulthard, I believe, of some travelling salesmen for drygoods companies, or something of that nature, one in particular who had made a statement he would have been willing to have paid $10,000.00 for that property. What would your opinion be of that statement? A. I would say he had better stay with his drygoods business.

Q What would your opinion be, as to whether or not a new owner coming into this building would have had to make any repairs, to make the building servicable occupancy. Would that be necessary?

A No, the building could be used. As a matter of fact, it is being used at the present time, and I think if the building is left alone, undisturbed, it would probably stand for some length of time, providing those occupying the building would be willing to occupy it in its present condition.

It had to have a new roof on it, I believe, immediately. Other than that, I imagine the building would stand on its own.

Q And after having looked over your notes and thought over the matter, do you still stand on the amount of your appraisal which has been put in?

A I do. I would like to point out one rather grave typographical error here, however, "Cheap frame construction 28 by 60". That should be 24 by 58.

Q That is an amendment to Exhibit 13.

THE COMMISSIONER: Q; It should be 24 by 58?

A Yes, sir. It is quite obvious from my field notes

how that occurred. My writing isn't any too distinct. It looks like an "11" instead of a "4".

MR.BRAIDWOOD: Your witness.

CROSS EXAMINATION BY MR. PRATT:

Q Now, Mr. Coulthard, I am instructed that up to the time you had made this appraisal you had very lile to do with real estate properties and real estate in and around Steveston, is that right?

A That is right.

Q And that your main source of information was from the tenant, Mr.Blackburn there, is that right?

A No, sir.

Q Who did you contact then?

A In regard to what information?

Q Information you gave us here. You had contacted certain citizens you said, and the Chief of Police. Tell us who those citizens are. Have you their names? A. No.

Q Did you contact Mr. Leslie?

A I can't recall the name.

Q I beg your pardon? A. I can't recall the name.

Q I am suggesting to you that you did contact Mr. Leslie and he didn't agree with your views?

THE COMMISSIONER: Who is Mr. Leslie?

MR. PRATT: Mr. Leslie is a real estate operator out there.

A I never contacted any real estate agent.

Q You didn't contact Mr. Leslie?

A No, at no time.

Q Did you have a talk with Mr. Blackburn about the values? A. In all probability. They all wanted to talk to me. They were very anxious to question me before I put the values on.

Q They were all very interested in the property, weren't they?

A Yes.

Q And you didn't contact the local Bank Manager of the Royal Bank, did you?

A No.

THE COMMISSIONER: Now, Mr. Pratt, perhaps you had better refer to the name of the person whom you suggest he might have communicated with.

MR. PRATT: Yes, my lord.

Q Mr. Rennison? A. No.

Q You didn't contact Mr. Rennison?

A No.

THE COMMISSIONER: Do you not recall, Mr. Pratt, that Mr. Rennison was not there in 1944. He was overseas.

MR. PRATT: He was overseas then, that is true, I beg your pardon.

Q Now Mr. Coulthard, were you influenced in arriving at your valuation by the rental received from this property? A. No, I wasn't.

Q Did you inquire as to the rentals?

A No, I didn't. It was given to me for my information, from the Custodian's office.

Q That would have a bearing, of course, on fixing the valuation? A. None whatever.

Q None whatever? I ask you again, did you then appraise the rental value of the property?

A Just what do you mean, appraise the rental value?

Q Did you ascertain what the property would rent for?

A No.

Q Don't you think that would have been one of the things you would have done?

A No. It has no bearing on it, whatsoever.

Q It has no bearing on this, ? These properties had been closely held, up to the time of evacuation, is that right?

A What do you mean, "closely held"?

Q There had been no turnover, to any great extent?

A I understand that is correct.

Q It was held pretty well by the Japanese people?

A Yes.

Q And from the evidence we have had here this property was on the main thoroughfare in the heart of Steveston?

A That is right.

Q And was the most valuable property in the heart of Steveston.

THE COMMISSIONER: Q:What is your answer, Mr. Coulthard?

A I wouldn't say that.

MR. BRAIDWOOD: My friend must say that certain witnesses have said it was the most valuable, and ask what is the witness's opinion of it?

THE COMMISSIONER: As I understood counsel's question, he was putting the proposition to the witness that this was the most valuable property in the heart of Steveston.

MR. PRATT: Yes, that is right.

THE COMMISSIONER: Q; What do you say to that suggestion?

A I wouldn't say so.

MR. PRATT: Q: You wouldn't say so?

A No, not by any means.

Q Now, witness, did you ascertain the assessed value of these properties, before you made your valuation?

A No.

Q You didn't even do that?

A I believe they were given to me here.

Q They had no bearing though, on your ~~assessment~~ appraisal?

A None whatever.

Q And I am suggesting to you that you base your assessment or valuation on the assessed value?

A No, I did not.

Q On what basis did you arrive at these values? Tell us that? A. On a square foot basis, worked out on depreciation tables.

Q Now, witness, this property was insured, I am instructed, for $10,000.00? Did you ascertain that?

A No.

Q You didn't ascertain that? I am also instructed that approximately two years before 1944, or maybe three years the property had been subject to a fire?

A I believe that is right.

Q And that some $5,000.00 was spent in repairing it?

A I don't know whether they spent that. There was no indication of that, that I saw.

Q Have you had any experience with buildings of this nature before? A. Actually building

them myself, with a hammer and saw, you mean?

Q Yes, that is right?

A No.

Q I also suggest to you, witness, that the assessment values as a whole, in and around Steveston, were very low? A. I don't agree with you at all. I think the opposite is the closer to the truth.

Q You think what? A. That the opposite is the closer to the truth.

Q Well now, Mr. Rennison, the bank manager, whom I mentioned a moment ago, has given evidence here that the assessed values were very low. You don't agree with that? A. No, I don't.

Q You don't. Yet, being a bank manager, I suppose you would agree with me that he would be very conservative in his views?

THE COMMISSIONER: Now, Mr. Pratt, is that not a matter of argument. Does it make any difference whether the witness agrees with a proposition of that kind?

MR. PRATT: No, it is not very material. But this witness doesn't seem to know very much of what he did do.

THE COMMISSIONER: I do not think your comment is a fair one, in terms of what has been said, but, however, that is a matter for me to determine.

MR. PRATT: Q: Now, we have referred here to one building. What examination did you make of the milling house?

A Of the what?

Q Of the milling house, to the rear of this property?

A I didn't know there was such a thing. There was a building at the back, but whether it was a milling house or not, I couldn't say.

Q You didn't have anything to do with it?

A I had to do with all the buildings on the property.

Q What value did you place on it?

A This one at the rear?

Q Yes. A. $250.00.

Q $250.00. A. I think so.

Q That is the milling building, $250.00. Tell us about the garage? What value did you place on the gagage?

A I think the building you refer to as the milling building was being used as a garage, at that time. That is the same building.

Q I am instructed there is also a garage.

A I couldn't find it. Trucks and automobiles and sacks and boxes and everything were in this particular building. I suppose that is the milling building.

Q Tell us about the living quarters in this building. How many rooms were there in the living quarters?

A According to my report here there were three rooms downstairs and two rooms upstairs.

Q I am instructed that there were three separate suites. What do you say as to that?

A I will say that is not correct.

Q The location, of course, was good?

THE COMMISSIONER: He said so. You see, Mr. Pratt, the document put in as Exhibit 1, which was signed by the claimant, shows "number of rooms, living quarters, five rooms".

MR. PRATT: Which exhibit is that?

THE COMMISSIONER: That is Exhibit 1. That is the statement prepared by the claimant, which was filed on the occasion of his giving evidence.

MR. PRATT: I don't seem to have had a copy of that, but I have his statement, "living quarters, five rooms",. Oh yes, my lord, I have that.

Q What would you say would be a comparison, or what would your comparison be of values in 1942 and 1944, when you made this valuation?

A I imagine there would be approximately the same.

Q They would be approximately the same?

A I would think so.

Q No increase? A. No, I wouldn't think so.

Q Wouldn't there be a general increase in business in Steveston, over that period?

A I wouldn't be in a position to know. I haven't been there a great deal.

Q You told my learned friend about the condition of the roof. Did you get up on the roof and examine it?

A No.

Q How did you know about the condition of the roof?

A I could see the roof from the ground.

Q Is it the same roof there today as when you inspected it? A. No, very definitely not. It has a new roof on it.

Q How do you know that? A. Because, I went and looked at it, yesterday.

Q Who put that roof on, do you know?

A Mr. Blackburn, I believe.

Q And Mr. Blackburn, I suggest, wants a very high price for that property now?

A He didn't discuss it with me.

Q What is it worth today?

A I am not prepared to say what it is worth today.

Q Is it worth any more than when you valuated it?

A I doubt that very much.

Q You doubt that very much. That is all.

THE COMMISSIONER: Q: Now, Mr. Coulthard, for your information, I have had some other evidence on the subject of the value of this building. First of all, I have the fact that the City assessment in 1943 was $1035.00 for the land and $3800.00 for the improvements, which I assume would take into account all buildings on it, a total valuation of $4835.00. In terms of your appraisal, made in 1944, it would mean that the assessment was $1800.00 greater than your appraisal?

A That is right, sir.

Q What comment have you to make upon that comparison?

A The only comment I have to make, your lordship, is this: I don't know what their tax set-up is there, whether there is a tax on improvements or not, but these taxes are usually put on for the purpose of raising revenue and in a great many cases have no bearing whatever on the actual market value of the property.

Q They are supposed to reflect the assessor's opinion of the market value, are they not, under the terms of the Provincial Taxation Act?

A Now I couldn't say, sir, but I do know that in practically every case that we had in Steveston, we found their assessments to be away above the figure that we could possibly put on the property with any reasonable belief.

Q You think the assessments were too high?

A Well, I think that the assessments were too high, in relation to what the property could be disposed for, or the market value of the property.

Q At the time you made your appraisal, what were the market conditions in Steveston. Just to explain my question, I understand that prior to 1942 Steveston was largely populated by Japanese. I think I am right in that, and in 1942 all of the Japanese were evacuated.

Now, one would assume that the greater part of the town population, being moved at one time, that there must have been a considerable drop in demand for property, for a time at least. Was that the case? A. We had a great deal of difficulty in drawing comparisons, for the reason that there hadn't been any property apparently turned over there for , as far as I could find, a considerable time. There were practically no sales and no property was moving.

Q Your appraisal was in April 1944?

A Yes, that is right.

Q Even then there were practically no sales?

A Even then there were practically no sales, and there was vacant property all over the townsite.

Q Yes. Well, so much for the assessments. I have the evidence of one witness called by the Claimant, who was a cannery manager for the Canadian Fishing Company in 1942. It was his opinion that the property had a value of $7500.00 at the date of the evacuation. Have you any comment to make in that regard?

A No, your lordship, I have no comment to make on that. I don't know how this man would arrive at that figure. There hadn't been any property turned over there, I believe for years, and how he would arrive at that figure, I don't know.

Q Then I presume your answer would be the same in regard to the bank manager's opinion of value, who expressed the opinion that the property had a value of $9,000.00 in 1941, and he thought it would have increased by 1944?

A I can't imagine how the bank manager arrived at his figure at all. It would be very interesting to know.

Q Well, that is the evidence I have, and I wanted your comment on it, and I have it.

THE COMMISSIONER: Now, counsel may re-examine, but confine yourselves to the questions I have put to the witness.

MR. PRATT: I would like to ask a question.

Q Did you arrange the sale of this property to Mr. Blackburn? A. No, I had nothing whatever to do with it.

MR. BRAIDWOOD: I have just two questions, my lord.

Q You made quite a number of appraisals in the Steveston area, did you not? A. Yes, sir, quite a few.

Q And my friend asked you whether you had any experience

that is, with a hammer and saw, and you answered no. Have you had any experience as a real estate agent in having had buildings built for yourself, or for your clients?

A Oh, yes.

Q Are you familiar with contracting generally, from that point of view?

A Yes, sir.

Q And were you at this time?

A Yes.

MR. PRATT: Q: Of course, I suppose, Mr. Coulthard, that there wouldn't be any turnover in these properties in Steveston, up to the year 1944, because the Custodian hadn't yet offered them to the public, at that time?

A As far as I could find out, Mr. Pratt, there hadn't been any turnover of properties, even before that.

Q You have already told us they were closely held by the Japanese people?

A Yes.

Q And nothing had been done to sell the property up to 1944?

MR. BRAIDWOOD: My lord, I think my friend suggested the property had been closely held by the Japanese.

THE COMMISSIONER: The witness said he did not know what the circulation was before. All right, thank you, Mr. Coulthard.

(Witness aside)

THE COMMISSIONER: Now is that all the Crown's reply in

this case?

MR. BRAIDWOOD: Yes, my lord.

THE COMMISSIONER: And your case is complete, Mr. Pratt?

MR. PRATT: Yes, my lord.

THE COMMISSIONER: I would like to give some consideration to this evidence, and will deal with it in the course of the next few days.

MR. BRAIDWOOD: I understand, my lord, from those remarks, you wish to have argument? I am willing to leave it.

THE COMMISSIONER: I am willing to hear argument.

MR. BRAIDWOOD: We can leave it to your lordship.

MR. PRATT: We can leave it to your lordship. We have adduced all the facts.

THE COMMISSIONER: It is largely a matter of facts and weighing the evidence I have had from both sides.

MR. PRATT: Yes, all the facts are before your lordship.

(Concluded)

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

J. C. Stanahin

Deputy Official Stenographer

To Commissioner.

CASE NO. 56

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Vancouver, B.C.,

September 29th, 1949.

IN THE MATTER OF THE CLAIM OF

HAJIME WAKITA
and
YUTAKA WAKITA

PROCEEDINGS AT HEARING

(Pages 49 to 67.)

CASE NO: 56

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Vancouver, B.C.,
September 29th, 1949, 2.00 p.m

IN THE MATTER OF THE CLAIM OF

HAJIME WAKITA
and
YUTAKA WAKITA

PROCEEDINGS AT HEARING

APPEARANCES:

D. T. B. BRAIDWOOD, Esq., appearing for the Dominion Government,

F. DREWE PRATT, Esq., appearing for the Claimants.

A. WATSON, Esq., Secretary.

MRS. E. BLYGH, Official Reporter.

MR. PRATT: I will call Mr. Jack.

ROBERT L. JACK, a witness called on behalf of the Claimants, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q Mr. Jack, what is your occupation?

A At the present time I am production manager of the Canadian Fishing Company.

Q And what was your occupation in 1942?

A I was cannery manager in Steveston.

Q And are you familiar with Steveston?

A Quite.

Q How long had you been there before 1942?

A About nine years.

Q Were you familiar withthe Wakita property at 26 Main Street? A: Familiar, but not too familiar.

Q Can you tell us where it was located in relation to the centre of the town?

THE COMMISSIONER: I think we have had all that before, haven't we, Mr. Pratt?

MR. PRATT: Yes, I suppose we have.

Q Now, I called you here for one purpose and one purpose only. What would you say was the minimum value of that property in 1942?

A It is hard to establish, but I would say about $7,000.00 or $7500.00. I have no definite knowledge of the value of stores at that time, but it was the largest store in Steveston.

Q Well,you were manager and had general knowledge of the town, had you not?

A That is correct.

Q And you don't know what that property is worth today, I suppose? A: No, I have no idea. It has been rebuilt to some extent and enlarged, so I have no idea what its value is.

Q You say rebuilt? A: It has had some rebuilding, I notice.

Q An additional building, do you mean?

A On the back.

Q What would you say as to thegeneral state of the repairs to the buildings at that time -- at the time of the evacuation of the Japanese in 1942?

A I have no definite knowledge of what the state of repair of that particular building would be.

Q Was there anything noticeably wrong with it?

A No, there was nothing particularly wrong with it.

Q I suppose you saw it-- how often would you say?

A At least once a day.

Q All right, thank you.

CROSS-EXAMINED BY MR. BRAIDWOOD:

Q Mr. Jack, you are not in the real estate business?

A No.

Q You have never been an appraiser of property?

A No.

Q And you haven't much knowledge as to the relative value of real estate?

A At that time I was doing a little buying of property for

the company in order to square our property off, so I had a little knowledge but not a great deal.

Q So this opinion you have given his lordship is just a guess? A: That is right.

Q And you did not fully investigate the property for the purpose of making an assessment, or anything like that? A:No.

THE COMMISSIONER: Have you the assessed value of this property, Mr. Braidwood?

MR. BRAIDWOOD: I think my friend has it. I think I put it in yesterday.

MR. PRATT: Yes, my learned friend put it in the other day. In 1943 the assessed value of the land was $1035.00 and improvements, $1038.00.

THE COMMISSIONER: The assessed value?

MR. PRATT: $1035.00, and in 1943, improvements $1038.00. And on that point you are going to call Mr. Coulthard.

MR. BRAIDWOOD: Yes, You will remember there was a reference to annual rental, and I tried to get Mr. Coulthard, but he is not available yet, but I will call him at the earliest possible time and will advise you.

THE COMMISSIONER: Q: Mr. Jack, as cannery manager, had you occasions to investigate the assessments on property in Steveston?

A Mostly on our own properties or that closely adjoining our own property.

Q What was your view of the assessments applicable to 1943? Were they fair assessments, or too high or too low? A: That is rather

difficult question to answer, my lord. In some cases, in some areas, they were too high- that is, in my opinion, and in other sections too low, I am quite satisfied.

Q Yes. What would you say as to the assessments in the centre of town where this property was located? Were they generally fair assessments, in your judgment? A: I should imagine so, yes.

Q Well, now, you expressed an opinion that this property had a value of $7500.00 in 1943. How do you arrive at that figure? A: Just from the size of the building proper.

Q Yes, Mr. Pratt?

MR. PRATT: The question I put to him was the value in 1942.

THE COMMISSIONER: When was the sale made?

MR. PRATT: It was not made until after 1944.

THE COMMISSIONER: Q: Was there any difference in value between 1942 and 1944 in this property in your judgment? A: Yes. In Steveston there was a considerable increase in earnings throughout the area and as a result the values in real estate jumped up considerably in '43 and again in '44.

Q They were higher again in '44, were they?

A Yes.

Q What difference was there in regard to this property between '42 and '44?

A That, I would not be able to say, because at that time I was in Vancouver and my interest was more with

fishing vessels and that sort of thing.

Q As a result of the evacuation of the Japanese in the vicinity ofSteveston, did the town suffer some depreciation generally by the removal of the Japanese?

A It might have possibly for a month or two and then there were quite a number of white people moved in and people from the Prairies and so forth, and that particular year, 1942, was the first of the very big sockeye years in which a considerable amount of money was made, and it received a lot of publicity and attracted a lot of people from Eastern Canada and everything seemed to go up after that.

Q So in 1944, when this property was sold, the market for Steveston's real property was a good healthy market, was it? A: It would be appreciably improved.

Q Now, this particular property was sold when? Have you the date of the sale, Mr. Braidwood?

MR. BRAIDWOOD: No, my lord, I haven't. I amin this position: I thought my friend was giving evidence only on 58 today.

MR. PRATT: I notified him on 56 also. The valuation was made --

THE COMMISSIONER: I am referring to the date of sale.

MR. PRATT: Well, all we have is the letter saying the property was sold, and it must have been in '44, because the valuation was made on April 26th, 1944.

THE COMMISSIONER: Well,this property was sold in the middle of the year 1944 at a figure of $3200.00.

Q Are you in a position to make any comment as to

whether that was a fair price or otherwise at that time? A: It would seem to me that that would be rather a low price.

MR. PRATT: The date was August 1st, 1944, my lord.

THE COMMISSIONER: And you think there was a considerable demand for Steveston property at that time?

A That is my general understanding of the area.

THE COMMISSIONER: Have you any information as to what offers were made for this property, Mr. Braidwood?

MR. BRAIDWOOD: I probably would have but my file isn't here, and we will have to call Mr. Coulthard anyway in this case.

THE COMMISSIONER: All right, we will get it again. Have you any other questions?

MR. PRATT: That is all I have to ask this witness in this case, but I would like to ask him a few questions in the 58 case -- in the Nishi case.

(Further evidence incorporated in Case No. 58.)

(PROCEEDINGS RESUMED AFTER SHORT ADJOURNMENT AWAITING MR. RENNISON'S APPEARANCE AS WITNESS.)

MR. PRATT: Now, my lord, this is case No. 56 again and I would like to call Mr. Rennison who is here now, if I may.

THE COMMISSIONER: This is 56 again?

MR. PRATT: Yes. Case 56, and I am going to call him in both cases.

WILLIAM ARNOLD RENNISON, a witness called on behalf of the Claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q Mr.Rennison, what is your occupation?

A Bank manager of the Royal Bank of Steveston.

Q And how long have you been bank manager there?

A Since 1941.

Q Were you acquainted with the Wakita property, consisting of a store, garage, dwelling house, etc. on Main Street? A: Yes.

Q And do I understand this property was just across the street from your bank?

A Yes, just directly across.

Q Right on the main street, is it?

A Yes.

Q Now, you recollect the Japanese people were evacuated in the spring of 1942?

A Yes, that is right.

Q And I suppose from your knowledge of this property you had occasion to see it from time to time?

A Yes.

Q And you were in it? A: Oh, yes.

Q With that information, and being a banker, will you tell his lordship what you would estimate to be the value of that property in the spring, say-- in April, 1942? A: Your Honour, I would conservatively estimate that property as being around $9,000.00 -- that it should be valued at that figure at that time.

THECOMMISSIONER: How do you arrive at that figure, Mr. Rennison? A: Well, judging from other properties on the main street- this building is centrally located on a business corner on the main street, and the building is comparatively new-- I don't know quite the dimensions -- but it occupies approximately half a block, and it has three suites at the back and a double garage.

Q And your valuation is as of what date?

A '41 or '42.

Q '41 -- was there any change between '41 and '43?

A Well, values tended to increase a bit from '42 on.

Q Does the bank own its own property there?

A Yes.

Q Do you know when it was bought?

A It was bought back in the early days -- in 1904 or '05, I think.

Q Yes, go on, Mr. Pratt.

MR. PRATT: Q: You told his lordship that the values in 1943 would have increased a bit. Would the same thing apply to the year 1944?

A I would say yes.

Q Now, Mr. Rennison, you knew the Wakitas, I understand.

A Oh, yes.

Q They banked with you? A:Yes.

Q And I believe you assisted them when they were evicted-- in cleaning up their affairs?

A Well, I assisted them in drawing up their lease before they were evacuated.

Q And I believe a man mamed Blackburn took charge of

their property-- of their store?

A Yes.

Q Can you say in~~xhx~~ what capacity he was employed-- was it under lease?

THE COMMISSIONER: You do not need to bother about the lease, Mr. Pratt.

MR. PRATT: Well, it was this witness who made all the arrangements.

THE COMMISSIONER: Well, as I told you this morning, I would ~~xx~~ take it he was there as much as caretaker as in any other capacity.

MR. PRATT: Q: Now, Mr. Blackburn purchased these premises from the Custodian?

A Yes.

Q And do you know whether subsequently he rented these premises? A: Yes, from '46 to '48 he rented the store and the suite at the rear at $150.00 a month.

Q And did he remain on the premises himself?

A Yes, Mr. Blackburn did. He retained two suites at the back.

THE COMMISSIONER: What was the value of the rental-- $150.00? A: $150.00 a month, and he retained two suites at the back.

MR. PRATT: Q: Do you know what price Mr. Blackburn is asking for that property today?

A Well, I was talking to him a short whixle ago.

MR. BRAIDWOOD: I do not see how this is relevant.

THE COMMISSIONER: I will hear it.

THE WITNESS: Well, he is asking $20,000.00 for it right

today.

MR. PRATT: Q: Now, can you assist his lordship and give any idea of the state of repair of this building in 1942? A: Well, I would say it was in a good state of repair.

CROSS-EXAMINATION BY MR. BRAIDWOOD:

Q Had you been all through the building in 1942?

A Yes.

Q You knew the building quite intimately?

A Oh yes, I looked all through it, as a matter of fact.

Q Did you know what the assessed value of the building was in 1942? A:No, I had no knowledge of the assessed value.

Q Do you know of any other sales of property in that neighbourhood?

THE COMMISSIONER: Perhaps you can tell Mr. Rennison what the assessment is. We have had it in evidence $4835.00 according to my notes, is that right?

MR. BRAIDWOOD: My learned friend had it earlier this afternoon,-- land, $1035.00 assessed value, improvments $3500.00.

Q That is the first time now that you have known that that was the assessed value of these buildings in 1942? A: That is right.

Q Have you ever been in the mortgage business?

A No.

Q The bank is not allowed to go into real estate business, is that not right?

A Well, we do it occasionally, yes.

Q Did you have many property transactions in '41 and '42?

A I beg your pardon?

Q Were you participating in many property transactions in '41 and '42?

A No.

Q You were not buying and selling property?

A No.

Q You were not in the real estate business?

A No.

Q And you are not a real estate appraiser?

A No.

Q So this information you give as to value ~~x~~ is just from your general knowledge?

A Just my general knowledge and personal opinion.

Q And it isnot based on other sales or what was in the building? A: No.

Q It is just your opinion?

A That is right.

Q You have not been manager of the brancy inSteveston throughout 1941? A: I was there in '41 and '42 and then I was in the service and I returned there in May, 1946.

Q Were you aware of what occurred inSteveston after the evacuation? What was the effect of the evacuation of the Japanese on business generally in Steveston?

A Well,your Honour, as far as business was concerned-- that is with the bank-- it increased approximately 200%.

Q So the removal of the Japanese community had no adverse effect on the town?

A No,it improved anywhere from 200 to 300 per cent.-- that is as far as our business was concerned, with new residents coming in and new fishermen coming into the village.

Q I was told by one witness, for a month or so the evacuation of the Japanese did disrupt the business, but from that time on there was an influx of new comers -- A: That is right.

Q And conditions, if anything, improved?

A They gradually improved from '42 on.

Q You agree withthat? A:Yes.

Q What occurred insofar as property values were concerned in the period after the evacuation of the Japanese? Was there any noticeable change?

A Yes, the prices gradually increased, I would say, up to'46 and'47.

Q Were you there when the Custoidan was effecting sales of property in the village?

A Part of the time.

Q Were you familiar withthe prices that were being realized? A:A few of them, your Honour.

Q What was your view of the prices that were being obtained? A: Well, I was of the opinion that they were very low at that time.

Q Was there any demand for those properties?

A Yes, your Honour, there was quite a demand, I would say, in '43-- that would be the time when there was a demand.

Q Can you suggest any explanation as to why the prices

realized should have been so low, as you have expressed? A: Well, just from my knowledge at that time all the properties were appraised by an appraisal firm, I suppose, in New Westminster, and I think their appraisals were pretty well arrived at from the assessed values.

Q Have you any reason for reaching -- for expressing that view? A: Well, just by the prices at that time and the assessed values.

Q Are the assessed values, or were the assessed values in Steveston at that time notoriously low?

A Moderately low.

Q You have put a value on this property of $9,000.00, which is only a little less than half -- no, a little less than double the assessed value in 1943.

A Yes.

Q Was that the normal condition in Steveston at the time? A: I don't just get the point there.

Q Well, were assessed values so out of line in terms of sale prices as is indicated by those figures?

A Well, at that time the property was assessed at 100% and the improvements at 50% by the muhicipality.

Q Oh, I see. Yes, that would make a difference. The improvements in this instance were $3800.00, and if that is 50% they would therefore put a value of $7600.00 on the improvements and place $1035.00 on the land, which would come pretty close to your valuation. A: That is right.

THE COMMISSIONER: Now, if counsel wish to pursue the

MR. PRATT: No, I think that is very helpful.

THE COMMISSIONER: Well, perhaps your friend would.

MR. BRAIDWOOD: No, I don't think so, your lordship.

MR. PRATT: Thank you-- that is all for this case, and I am going to ask now that this witness give evidence in the Nishi case, 58, my lord.

MR. BRAIDWOOD: I would prefer to leave the witness until later. I would like to try to clear up that point, what the witness has said about this improvement situation. I have the tax notices here, and I think the witness is mistaken insofar as the tax notices show -- just as they do in Vancouver, the value of improvements and then only half the improvements are taxed.

THE COMMISSIONER: Well,you had better deal with it with the witness. You have an opportunity now to cross-examine him.

CROSS-EXAMINATION BY MR. BRAIDWOOD, Cont'd.

Q Witness, I have some tax notices here. By the way, do you live within the Municipality of Mission for tax purposes? A: That is right.

Q I am showing you a tax notice. I am using any one of these -- and they are all for various amounts, What does the value of the land show there?

A $4200.00.

Q And the taxable value? A: $1792.00.

Q Well, am I not correct in saying the improvements are taxed at half their value - $1500.00, and added to that is the $1550.00-- or rather, added

to that is $242.00 -- the value of land, is that not correct? A: That is the way that is calculated there.

Q Well, take a look at some of the others.

A Yes, they are all the same.

Q Well then, your answer to his lordship that improvements on the tax roll were set up at only half their value would not be correct, would it?

A Well, so far as I know-- but I don't know very much about the tax set-up of the Municipality, but I was always of the opinion that the assessments on improvements was 50% of value.

Q Would it not be correct to say improvements are taxed at 50% of their value and not 100%?

A Well, according to that that is the way it appears there.

Q And when we show an assessment of $3100.00,as is on this document-- only $1550.00 of those improvements are taxable? A: That is how it reads there.

Q Therefore, your answer to his lordship is not exactly correct -- that would make the improvements $6600.00, is that correct? A: Well, I am not familiar with that tax notice, but I was always of the impression that assessment on improvements was 50 % of the value.

THE COMMISSIONER: Would you hand that up to me, please.

MR. BRAIDWOOD: Yes, my lord.

THE COMMISSIONER: Q: Well,witness, is it not clear that this tax notice in the Nishi case shows the full

value of both land and buildings and then reduces the taxable value to half on the improvements and half the land? A:Yes.

Q And that is the basis on which the tax assessment is made up? A:Yes, that is right.

Q I might point out to you that in this tax bill I have before me, the value of the land is shown as $242.00 and the value of the improvements, $3100.00. Now, half of $3100.00 would be $1650.00.

A $1550.00.

Q And $242.00 would show it at $1792.00, which is the taxable value in the bill?

A That is how it calculates it there.

MR. BRAIDWOOD: I don't think it is necessary to file this, my lord.

THE COMMISSIONER: No, I think not.

Q Are you aware, Mr. Rennison, as to whether there were any sales of central real property in Steveston around about this time other than those made by the Custodian? A: Not to my knowledge. I do not know of any.

Q You think it would not be possible to get any evidence of other sales with which to compare, as to Steveston transactions?

A No, as at that time approximately 95% of the buildings on the main street were Japanese owned.

Q Now, didn't that factor have an adverse effect on the market price realized on sales in the town?

A Well, it is hard to say. It might have had, at the

time, that is, say, during early 1942.

Q You were there in '42, were you?

A Yes, that is right.

Q When did you go overseas, or go in the Forces?

A In '42, but I lived out there until'43.

Q When was this sale made?

MR. PRATT: I think this property was sold, my lord-- the assessment was made on April 25th, 1944, and August 1st was when the sale was.

THE COMMISSIONER: August of '44?

MR. PRATT: Yes.

THE COMMISSIONER: Have you any evidence as to what other offers were received for this property?

MR. BRAIDWOOD: No, my lord. As I told your lordship this afternoon, I would have to produce that evidence when Mr. Coulthard comes in and he is coming in shortly and I will have that for your lordship.

THE COMMISSINER: It is too bad we haven't it now, so it could be discussed with Mr. Rennison.

MR. BRAIDWOOD: Well, I probably could phone down for it, if you will give me a moment.

THE COMMISSIONER: Yes, I would like to have it. You can use the phone in my Chambers if you wish. We will recess now for a few minutes.

(PROCEEDINGS RESUMED AFTER SHORT RECESS.)

MR. BRAIDWOOD: Your lordship asked th t I phone for some information as to some offers for this property, and I now find there was only the one made by Mr. Blackburn on the 19th April, 1944, for $3,000.00, and upon that being refused Mr. Blackburn increased it

on the 30th May, 1944, to $3,050.00.

THE COMMISSIONER: Well,what was the appraisal in this instance?

MR.PRATT: The appraisal, my lord, was $4,000.00-- no, wait a minute, the appraisal was$3,036.50.on April 26th, 1944.

THE COMMISSIONER: Q: Now, Mr.Rennison, what significance do you attach to the fact that this property was advertised for sale in 1944 quite extensively and no other offer than that by Blackburnwas received?

A Well, your Honour, I was not there at that time and I did not actually know of the sale until 1946, when I returned to the bank again.

Q Would thatnot indicate to you that there was not much interest being shown by the buying public?

A Well, that price-- well, it is ridiculously low, and the fact that he was in possession of the property may have been a factor there also.

Q There were no other offers. Is there any signficance to be attached to that?

A I could not offer a suggestion at the moment.

Q All right, thank you.

THE COMMISSIONER: That is all the evidence you wish to lead in this, Mr.Pratt?

MR.PRATT: That is all the evidence I have to offer in this case, my lord.

THE COMMISSIONER: You have some evidence from Mr. Rennison on the other property?

MR.PRATT: Yes, in 58, I would ask leave to tender some evidence by Mr. Rennison, if I may.

(Further evidence incorporated in Case No. 58.)

(PROCEEDINGS ADJOURNED GENERALLY.)

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

E Bligh

Deputy Official Stenographer

Vancouver, B. C.,

September 28th, 1949. 4:00 P.M.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

D.T.B. BRAIDWOOD, Esq., appearing for the Dominion Government.

F. DREWE PRATT, Esq., appearing for the Claimants.

A. WATSON, Esq., Secretary.

T.P. HORROBIN, Esq., Official Reporter.

MR. BRAIDWOOD: My lord, my friend, Mr. Pratt, is here on Case No. 56, Wakita, and he has certain witnesses which I believe he wishes your Lordship to hear.

THE COMMISSIONER: Yes. This is the Wakita case. Which is the property you propose to deal with?

MR. PRATT: The real property, Lots 6 and 7, Block 5. It is the real property in this case, at Steveston.

THE COMMISSIONER: All right, call your witness.

MR. PRATT: I wish to thank you first for hearing me in this manner. I would like to call Mr. Childs.

REGINALD JOHN CHILDS, a witness called on behalf of the claimant, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q Mr. Childs, what is your occupation, sir?

A At the present time I am a store manager, your Lordship, in Chilliwack.

Q A store manager at Chilliwack?

A Yes. Previous to that I was a commercial traveller for sixteen years.

Q For whom? A: Mackay, Smith &

Blair, wholesale drygoods.

Q As a commercial traveller, were you acquainted with the Wakita premises at Steveston?

A Very well.

Q And how often did you call at this store? If I may lead, I understand it was at 76 Moncton Street?

A In the main point at Steveston.

Q Yes. A: I had been calling there for approximately six years, every week.

Q Could you describe briefly what the property was and what the buildings were, now?

A Well, as far as I remember, to the best of my ability, it was the largest business block in the city of Steveston, in the main point of the business part of town, approximately a whole block long, and I considered it to be the best business in town.

Q Were you interested in this property yourself, at any time? A: When they were going to move the people out, I was.

THE COMMISSIONER: Q: That is, when it was proposed to move the Japanese out?

A Yes, when the trouble came and there was a possibility some property would be available, I made inquiries from Mrs. Wakita to see if it could be purchased.

Q Did you make any offer? A: Yes, I did, approximately between $10,000.00 and $12,000.00, I figured it cost. If I could make the deal, I figured it would be a good deal. That is, with the property and with stock and fixtures I imagine it

would run $20,000.00 to buy.

Q Let me understand you now. What was your offer and for what? A: For the business property.

MR. PRATT: Q: When you say the property, you mean the real property?

A The store, and the property the store was on.

Q Let me put it this way: Did that include the stock-in-trade and fixtures?

A No. It would have to be taken stock of, and that would be extra.

Q You mentioned a figure, you say, of $12,000.00 for the property?

THE COMMISSIONER: He said $10,000.00.

A I offered $10,000.00. I figured between $10,000.00 and $12,000.00 would be a good deal.

MR. PRATT: Q: So you offered them $10,000.00, then?

A Yes.

Q What happened to that offer?

A Mr. Wakita told me he wasn't going to sell it. He was going to make arrangements to have a man come in and look after it, until such time as he would be able to come back.

Q Tell me, why didn't you make an offer yourself to purchase this property from the Custodian, when it was taken over by the Custodian?

A I didn't ever know it was for sale. I never heard anything or saw anything at any time regarding it being for sale. Naturally, when Mr. Wakita told me he wasn't going to sell it, I thought he would be coming back to it.

Q Did you know anything about a fire they had there?

A Yes, previous to that. I don't remember the date, but five or six years before that it must have been about half the store was damaged.

Q About half the store was damaged?

A And it was rebuilt. Practically a good half of the store I figured was new and modern.

THE COMMISSIONER: Q: What time did this fire take place?

A I think it was somewhere about -- I wouldn't be quite sure, but somewhere about 1936 or 1937. It was after I had started calling on them.

MR. PRATT: Q: And the main building was rebuilt?

A One side, yes, that was damaged.

Q You didn't know anything about the insurance adjustment that was made at that time?

A No, I don't know anything about that.

Q Well, you can't answer that. Did you have occasion to call there after the Wakitas were evacuated?

A Yes, for a short time, but I was transferred on my territory to the Okanagan, shortly after that, but I did call for a year or so when the new man was there, Mr. Blackburn -- maybe two years.

MR. PRATT: I see. That is all, thank you.

CROSS-EXAMINATION BY MR. BRAIDWOOD:

Q Mr. Childs, you have never been in the real estate business, I take it? A: No, not in the real estate business.

Q Have you bought any property in that area in Steveston at all? A: Not in Steveston,

no.

Q This offer of $10,000.00, or $10,000.00 to $12,000.00 to which you refer, was that to have been a cash offer? A: No.

Q You weren't in a position to put up that type of money? A: No, but I had it available.

Q What type of an offer was it -- so much cash and so much over a period? A: The details were never gone into.

Q How did you offer it to Mr. Wakita?

A If it would be available at about $10,000.00, if it could be bought at $10,000.00.

THE COMMISSIONER: Q: Where was the $10,000.00 to come from? A: I had friends that were willing to back me, customers who were looking for good localities, and I had money available from one of my good customers, up to $20,000.00.

MR. BRAIDWOOD: Q: Yes. Then this offer was merely in a sense a conversation between you and Wakita? You were merely making inquiries?

A Actually, yes. It would have been carried through if it had been available.

Q There wasn't any formal offer, in the sense of a written offer? A: No, it was all done verbally.

Q You were making inquiries as to whether that property would be available at that time?

A Yes. When I was told he wouldn't sell it, I naturally dropped it.

Q What would the rent be to a tenant at the time you made the offer? A: I have no idea what the rent would be.

Q Well, if you were willing to make an offer and go into business there, you must have had some idea of what you would pay for rent there within the year, isn't that correct?

A Yes, but I never gave it much thought on account of being turned down.

Q But in making up your mind to make such an offer, you must have had some idea of how much rent the property would have been worth to you, did you not?

A No. I didn't consider the rental idea at all.

Q Do you know who the tenants were?

A Who occupied the store?

Q Yes. A: Mr. Wakita.

Q Do you know anything about Mr. Blackburn?

A Yes. I called on Mr. Blackburn.

Q Where was he? A: In the store, after Mr. Wakita left.

Q And are you aware that Mr. Blackburn had an established rental of $180.00, by a lease which is in as Exhibit 3? $180.00 per year?

A No, I don't know anything about it.

MR. PRATT: I don't want to interrupt, my lord, but I would like to make a statement regarding that.

THE COMMISSIONER: Now is not the time to make it. After all, this is proper cross-examination.

MR. PRATT: Well, my lord, my friend, I submit, is basing his questions on a wrong premise.

THE COMMISSIONER: You can state your objection, then.

MR. HRATT: My objection is this, that the lease -- I will bring evidence to show that there was no rent paid for the place at all. It was put in that form when Mr. Bladk-burn was placed there as a custodian for this building. He paid no rent, yet his family and his brothers were living in the premises. I thought at this time I might assist you by pointing out that the rental is no guide as to the value of these premises.

THE COMMISSIONER: Very well. I will hear your evidence later. Proceed, Mr. Braidwood.

MR. BRAIDWOOD: Q: You recall that Mr. Blackburn was a tenant there? A: Yes I remember Mr. Blackburn being there.

Q I suggest to you that according to Exhibit 3 as filed in this case that Mr. Blackburn was in there under a lease from the Wakitas at $180.00 a year. Would you think that would be a proper rental for premises worth $10,000.00?

A Oh, absolutely not. If I had any ideas of renting the place, I imagine it would be worth, say, $100.00 a month.

Q Would you know what the assessment on the property was? A: I didn't know at the time. How I based my judgment was through being a commercial traveller you acquire a knowledge of values of properties and stocks which you can judge pretty close.

Q I want you to be very careful to distinguish between

properties and stocks. We are talking of real property, you see.

A Yes.

Q Would it not have been logical, if you were contemplating going into a deal and offering $10,000.00 to buy a piece of property, to at least find out what the assessed value of the property was?

A I would have done.

Q You were willing to offer $10,000.00, before you checked up on what the assessed value was?

A Yes, I figured it was well worth it.

Q Would it surprise you if I told you in 1943 the assessed value of the land was $1035.00, and the assessed value of the improvements $3800.00?

A Yes, I would be surprised.

MR. BRATT: The land was $1035.00?

MR. BRAIDWOOD: $1035.00, and $3800.00 for the improvements.

Q So, that surprises you now to hear that?

A I would say it was rather low.

Q But you had never investigated it prior to your making your suggestions to Mr. Wakita?

A No.

Q Did you know what the taxes were on the property, prior to making your suggestions to Mr. Wakita?

A No. I didn't inquire into that.

Q Did you know what Mr. Wakita's revenue was on the property? A: I knew the type of business he was doing, and I had a rough idea of the amount of business he was doing.

Q This was a wide open offer of $10,000.00, not based

on any of these facts which I have been putting to you, but based on what you thought?

A Yes. I figured it could be made back in two years.

Q Are you acquainted with the firm of Coulthard & Sutherland, in New Westminster?

A No. No, I haven't heard of them.

Q I am going to read you part of their appraisal, which is in as an Exhibit in this matter, and I want to know if you agree with it: "This is a large general store . . . location".

Does that seem to you to describe these premises?

A Not very well. I would say it was very much underestimated.

Q Would you know how many living rooms were in the premises? A: No, I didn't know how many there were, but I knew they were quite large, and there was a warehouse there and a garage.

Q Did you know anything about the condition of the roof?

A It was quite new. The new part looked absolutely new still, and I didn't think there was any question but what it would be in good condition.

Q Did you know anything about the plumbing facilities?

A I didn't investigate them.

Q But you were still willing to offer $10,000.00?

A Yes. I thought it was a good proposition.

Q When I tell you that Messrs. Coulthard & Sutherland in New Westminster are real estate and insurance agents, who have been in business for some time, and made an appraisal on the property on the basis of the information they have given, at $3,036.50,

would you say you thought that was a proper appraisal or not a proper appraisal?

A I would say it was well under what it was worth. If I could have got it for that, I would have thought it was a gift.

Q You were willing to go much higher.

A At the time I was, and I thought it was absolutely in line. It would have been a good deal, because I assisted quite a few customers in purchasing businesses, and knew the type of prices they were paying.

THE COMMISSIONER: Q: Mr. Childs, at the time you made this proposal to Wakita, did you discuss the proposal you were about to make with the gentleman that you expected to finance you?

A Yes, I had spoken to him. I had spoken to him before, and any location I could get, he was willing to back me.

Q Did he examine the premises?

A No, he didn't come to this one, because I was told they were going to keep it and come back to it.

Q You had no firm understanding with him that he would put up $10,000.00 for you to acquire the place?

A Oh yes. He promised to back me as high as $20,000.00.

Q I direct your attention to the question I am putting to you. You had no conversation with this man, that he would put up $10,000.00 to purchase the Wakita business?

A Not this building, no.

Q He had never seen it? A: He had never seen it.

THE COMMISSIONER: All right, thank you. That is all.

(Witness aside)

JOHN PETER GRANT, a witness called on behalf of the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q Mr. Grant, what is your occupation?

A Travelling salesman.

THE COMMISSIONER: Mr. Grant, it is important that I should hear what you say, so will you please speak up so I can hear you?

MR. PRATT: Q: How long have you been a travelling salesman, Mr. Pratt?

A In this country for 39 years.

Q Were you acquainted with the Wakita property at Steveston? A: I was.

Q And when did you first visit that property?

A Oh, around 1926 or 1927.

Q I see. A: I had been in the property before that, but I think I visited Mr. Wakita around that time, but I don't recall calling long before then.

Q You started visiting them regularly, shall I say, from 1927? A: Yes.

Q Where is the property located, in relation to the town of Steveston? A: Right in the very centre block. There are only two good corners in Steveston, that corner and the bank corner opposite.

Q And how much area do these buildings cover?

A Oh, it is practically a full block, and the store windows extend the full block.

Q I see. When these people were evacuated, did you become interested in this property?

A I did.

Q To what extent? A: Well, I couldn't buy it myself.

Q Yes. A: But I had a good many friends who were always interested in a good buy, and my wife had a little money. She just got it, and I asked if they were willing to sell, and they said no.

Q Yes. Did you make them any offer for the place?

A I figured, if they would be interested, that I could get $8000.00 to $10,000.00 quite easy for the block.

Q For the block? A: For the building, yes.

Q When you speak of a block, you speak of the real property, is that right? A: Yes. Of course, I was also interested in buying the stock if I could get it cheap enough, and with a smallpayment down, and so forth.

Q That was separate and distinct, was it, from the real property? A: Oh, yes.

Q You say you made them an offer, did you?

THE COMMISSIONER: No, he said he did not. He said he inquired whether they would sell, and they told him no.

MR. PRATT: My lord, he mentioned a figure, and I would like to ask him about it.

THE COMMISSIONER: You are not forgetting this is your witness.

MR. PRATT: Yes, this is my witness, and I now wish to question him on that. I want to ask him, "Did you make an offer for the property?"

THE COMMISSIONER: All right, I will allow you to put that question.

Q Did you make any offer for this property to Wakita?

A Yes, my lord.

Q When was that done, before or after you asked him if he would sell? A: Before, my lord.

THE COMMISSIONER: All right.

MR. PRATT: Q: Now, how much did you offer him?

A Well, approximately, I think, $8000.00 or $9000.00. I don't remember just exactly the amount, but it was close up there. I got alot of friends and customers who were always looking for good locations.

Q Yes. A : And I thought that was one of the best in the Lower Mainland.

Q Now, you made an offer, and they refused your offer, is that right? A: They said they were not interested in selling at all. They figured they would come back and there would be somebody there to look after the store, but I wasn't interested in that at all.

Q Tell me this; in your visits to this place, did you have an opportunity to pass judgment on the condition of the buildings?

A A very good opportunity, because I took the stock in the store after the fire and went over the whole building with them.

Q I was coming to that. You were there adjusting after the fire that was mentioned by the last witness? A: I took the stock with the insurance adjuster.

Q In your capacity of adjusting it, do you know what the settlement was that was made regarding the insurance? A: I understand --

THE COMMISSIONER: Q: Do you know, or not? I do not want your understanding.

A I know that Mr. Wakita got a settlement of $5000.00 from the insurance at that time, which I din't figure covered the stock damage.

MR. PRATT: Q: I see. That damage, was that in respect of the stock or the building?

A Both. Well, as far as the stock was concerned, I was more interested in the stock than in the building, naturally.

MR. PRATT: I see. All right, thank you.

CROSS-EXAMINATION BY MR. BRAIDWOOD:

Q Have you ever been in the real estate business?

A No, sir.

Q Have you ever bought any property?

A Yes.

Q Business property of this nature?

A No.

Q Have you ever bought any property in Steveston?

A No.

Q Before you entered into your discussions with Mr. Wakita, did you investigate what the assessment on the property was? A: I wasn't so much interested in the value of the property as I was in the location. At that time they had about 2500 fishermen, all making big money, and also about 2000 girls working in the canneries. It wasn't so much the building I was thinking of, as the location.

THE COMMISSIONER: Q: When was it you were interested in buying? A: In the early part of 1942.

MR. BRAIDWOOD: Q: You were interested in buying after the Japanese had been removed from there?

A I beg your pardon? I am a little dull on hearing.

Q You were interested in buying after the Japanese had been removed from there?

A I wasn't much, because I went out of the drygoods travelling for awhile, because I hadn't much to sell, and I went to work in the shipyards for awhile, and I didn't know anything about the store for months afterwards.

Q Did you have the money $8000.00 or $9000.00 to carry out the deal, if Mr. Wakita had agreed to it?

A Not myself.

Q Had you made arrangements for anybody to provide you with that much money, if Mr. Wakita agreed to sell?

A I had several friends who were ready to put up as much as $100,000.00 for a good deal.

Q Had you made any firm arrangement with any person or persons to finance it had Wakita taken it at $8000.00 or $9000.00?

A No, I hadn't. What was the use, when he wouldn't sell.

Q Q This conversation with Wakita was merely an inquiry on your part? A: That is true enough, yes.

MR. PRATT: Q: By the way, what firm are you with in the city? A: Reliable Wholesale drygoods.

Q In the city? A: Yes.

(Witness aside)

MR. PRATT: Those are the two witnesses, my lord. There are other witnesses I can call, but these two are here available this afternoon, as I stated. There are some other witnesses we can get who could give evidence.

THE COMMISSIONER: When can you get them, and let us dispose of it all at once?

MR. PRATT: I am instructed, my lord, they can let me know in the morning, or at least tomorrow.

THE COMMISSIONER: Then you can arrange it with Mr. Braidwood?

MR. PRATT: I can arrange it with Mr. Braidwood, to fix a time.

My lord, I would like to also go into the question of the rental of these premises as set forth in the valuation.

THE COMMISSIONER: I am not impressed with that. The

material already before me indicates that this was an arrangement with Blackburn, who was a friend of the claimant, primarily with a view to the protection of the property.

MR. PRATT: That is right, my lord.

THE COMMISSIONER: I am not impressed with that.

MR. PRATT: The reason I bring that up is this: The valuation appears to be based on rentals, which is referred to in the valuation, and I think there has been some misunderstanding there.

THE COMMISSIONER: I have not before me the appraisal. Have you Coulthard's appraisal?

MR. PRATT: Yes. There is a copy here, my lord.

MR. BRAIDWOOD: I thought it had been put in, my lord, but I have Coulthard's original appraisal, signed by him. Perhaps it should be filed for your Lordship's consideration, and made an exhibit.

THE COMMISSIONER: I notice that he mentions a rental of $15.00 per month paid by Blackburn. If there is any question about it, you better call Coulthard here and examine him on the subject of this appraisal.

MR. BRAIDWOOD: Yes, very well, my lord.

THE COMMISSIONER: You can determine then what factors influenced his appraisal.

MR. BRAIDWOOD: Very well.

THE COMMISSIONER: There may be other documents that you wish to put in. This is one of the caseswhich was heard by me very early on, and before the practice was laid down by the Governor-in-Council

to file these documents.

MR. BRAIDWOOD: I will check the exhibits, my lord.

THE COMMISSIONER: I think it would be as well for you to do so.

MR. PRATT: Now, regarding the remainder of the claim, I have made an agreement with my learned friend that we were to sit around the table and try and work it out.

THE COMMISSIONER: Yes. I would like to get on with it, as soon as you can, Mr. Pratt.

MR. PRATT: Yes. You may recollect there was a question of the rights of the claimants. This is a family group, and some question was raised by Mr. Hunter, counsel for the Crown, to raise a point about the right of the claimants to make a claim, but I think we can iron that out.

THE COMMISSIONER: I would suggest that you come in and declare what the respective interests of the members of the family are. I am sure if any money is going to be paid that the Custodian is not concerned with whom it goes to, as long as it goes to the right person.

What you should do, Mr. Pratt, is file a declaration by all the members of the Wakita family who appear to have any interest at all, stating that they are satisfied with whatever comes to them shall be divided in such and such a ratio.

MR. PRATT: Yes. You recall there is another claim by Seijiro Wakita, who is the father. He had given the store and equipment to the two boys and

the daughter was operating the place.

THE COMMISSIONER: Yes. I recall there was a good deal of confusion about it, and I am relying on you to straighten it out and file something of a formal character.

(Adjourned to September 29th, 1949).

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

Deputy Official Stenographer

CASE NO: 56.

JAPANESE PROPERTY CLAIMS COMMISSION.

Kamloops, B.C.,

February 9th, 1948.

IN THE MATTER OF THE CLAIM OF

HAJIME WAKITA
and
YUTAKA WAKITA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 56.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Kamloops, B.C.

February 9th, 1948.

IN THE MATTER OF THE CLAIM OF

HAJIME WAKITA
and
YUTAKA WAKITA.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
F. DREWE PRATT, Esq.,	appearing for the Claimants.

A. WATSON, Esq.,	Secretary.
G.N.R. UPTON, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

THE COMMISSIONER: What is the next claim?

MR. PRATT: 56, my lord, the case of Hajime Wakita and Yutaka Wakita. This claim, my lord, involves real property at Steveston on which there was situate a general store, garage, milling house, and living quarters with the store, fixtures, stock, furnishings and effects on those premises, and a 1-ton Chevrolet or rather a half ton 1935 Chevrolet truck. I submit these condensed forms for your Lordship.

THE COMMISSIONER: You might have those identified by the witness when you call him.

HAJIME WAKITA, one of the Claimants herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q Mr. Wakita, up to the time of your evacuation you were the owner of store premises at Steveston in the Province of British Columbia?

A Yes.

Q And who else was the owner with you of those premises? A: My brother, Yutaka Wakita.

Q And you have filed a claim in which you have set out a valuation of $11,500.00 on that, is that right? A: Yes.

Q Is this the form of your claim as it is condensed? A: Yes.

MR. PRATT: I submit that, my lord, with respect to the real property as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1)

Q What was the nature of business that you were carrying on there at that place, Mr. Wakita?

A General merchant and retail.

Q You might describe the property. Were there living quarters to it? A: Yes, there was.

Q I see. And what was the type of living quarters? How many rooms were there?

A There were six rooms.

THE COMMISSIONER: Now, witness, will you speak out so that counsel may hear you as well as myself?

A Yes.

MR. PRATT: Q: And you had a truck you operated in conjunction with that business, did you?

A Yes.

Q Here is a condensed form of your claim. Would you look at it, please, and identify it? Is that the claim in respect of the fixtures and stock and furniture and effects and the truck?

A Yes.

Q And you have claimed in respect of the fixtures and household goods $2,778.39?

A Yes.

Q And the truck, $500.00? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

Q Now, Mr. Wakita, you also had your sister, did you not, operating the business with you?

A Yes, we did.

Q She operated it for you? A: Yes.

THE COMMISSIONER: What is the sister's name?

MR. PRATT: The sister's name at that time was Jitsue Wakita. She is now a Mrs. Nishi.

THE COMMISSIONER: Yutaka is the brother, is he?

MR. PRATT: Yutaka is the brother. He is here, too, my lord.

Q Now on the 22nd of May, 1942, I believe you entered into an arrangement with Mr. Blackburn in respect of this property. Would you tell the Court what that arrangement was?

A Perhaps my sister can assist me.

Q Your sister can assist you? I don't know whether my friend will let me lead, but I submit a document dated the 22nd of May, 1942, between Hajime Wakita and Yutaka Wakita and Henry James Blackburn, as lessee, and Jitsue Wakita, as "store operator". Would you identify that document?

A Yes.

Q Is your signature on it?

A Yes.

Q You signed it? A: Yes.

Q And that is a lease in respect of this property we are discussing now at Steveston, is it?

A Yes.

Q And attached to this list is a schedule marked "A". Would you look at that and tell me does that include the fixtures or just what does it include?

A That includes the fixtures and merchandise in the room stored in and the fixtures in the room stored and the furniture and fixtures in the living

quarters.

Q You placed a value of how much on all that?

A $3405.39.

Q That was the value of fixtures, merchandise, furniture and effects which you turned over to Mr. Blackburn on the 22nd of May, 1942?

A Yes.

MR. PRATT: I submitk this lease, my lord, as Exhibit 3.

THE COMMISSIONER: That is a list of chattels in the schedule exclusive of the truck?

MR. PRATT: Exclusive of the truck, yes.

(LEASE MARKED EXHIBIT NO. 3).

Q In that lease, those items that total $3405.39, of that amount what did you receive back?

Let us take Exhibit 2. On Exhibit 2 which you have identified, witness, you show "Less goods received $627.00".

A Yes.

Q Where did you receive those goods -- from whom?

A We received those from Mr. Blackburn who sent them to us in Revelstoke.

Q That is all the goods and chattels enumerated in the list -- of the goods and chattels enumerated in the list you got back goods to the value of $627.00? A: Yes.

Q Now what happened to the balance of the goods, do you know? A: The balance of the goods?

Q Of the list of articles and effects?

A Gosh, I couldn't say for sure. I don't know myself.

Q You don't know yourself. Who would know?

A Perhaps my sister or my dad might know the details.

Q Isn't it a fact, witness, that this is the situation-- I want to lead, if I may -- you were the owners in name of this property and it was operated by your sister, is that correct?

A Yes.

Q Did you ever receive any reports from the Custodian as to what had happened to these articles?

THE COMMISSIONER: Were these goods not recovered, Mr. Hunter?

MR. PRATT: I think they were sold at auction.

MR. HUNTER: A certain number, my lord.

THE COMMISSIONER: Part were sold?

MR. HUNTER: Yes. There were various reasons which will be shown in the analysis form, my lord.

THE COMMISSIONER: Perhaps Mr. Pratt might like to put it in now.

MR. PRATT: I have just seen it now.

THE COMMISSIONER: Well, if you prefer not, Mr. Pratt, we can leave it to Mr. Hunter to put it in.

MR. PRATT: Yes, I think we better leave it to Mr. Hunter to put in.

Q Now, witness, have you received the moneys from the Custodian for the sale of your properties?

A No.

Q I beg your pardon? A: No, we haven't.

THE COMMISSIONER: Does that apply to both real estate as well as other properties?

MR. PRATT: Q: Does that apply to all your properties?

A Yes.

Q Tell his Lordship about this half-ton Chevrolet truck. When was it purchased and for how much?

A It was purchased in 1935 for $1250.00.

Q What was its condition when you purchased it?

A It was good.

Q Was it old or new or second-hand or what?

A No, it was purchased new.

Q It was purchased new, who from?

A Gosh, I couldn't say.

Q You are claiming at the time it was taken over it was worth $500.00? A: Yes.

Q Now, I would like you to describe in a little more detail the store property at Steveston. What did it consist of? A: It consisted of the store itself, and the apartment where we were living.

Q The apartment had five rooms, you told me.

A Didn't I say six?

Q Oh, six, was it? I have five down here.

A Five or six, around there. There was a bathroom which was included.

Q And what else? A: And a garage.

Q Yes. A: And a storehouse where you store things, and the mill.

Q What was this mill? Tell us about that?

A It was a rice mill.

Q I see. Do you know how much money you put into

those buildings to improve them and when they were improved? A: Oh, I think my dad can explain that clearly.

Q All right; do you know what it cost originally?

A I think my dad has to do that, too.

MR. PRATT: All right, your witness.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Wakita, who was the owner of this truck?

A The truck?

Q The truck. A: My brother and I were the owners, I think.

Q You think. Are you sure? A: I think so. We claim for it.

Q I know you are claiming for it, but did you own it?

A I am not sure.

MR. HUNTER: Perhaps at this stage, my lord, in furtherance of the ruling this morning, I should outline the defence that I propose to make.

THE COMMISSIONER: Yes.

MR. HUNTER: We propose to submit, first of all, that our dealings with this family were singularly difficult. We had no co-operation from them, and that on the advice of their counsel they refused to make out a J.P. form. We shall also submit that the real property was sold for its fair market value.

THE COMMISSIONER: What arises out of the first line of defence, the refusal to make out the J.P. Form?

MR. HUNTER: Just this, my lord, until we had definite knowledge of what property was there, or, in other words, until we actually obtained possession of it, it will be our submission that it was not left in our possession nor under our control, and that due to the lack of co-operation we received in getting this information that the loss, if any, which was suffered was entirely due to some intentional act of the claimants.

MR. PRATT: Well, would you mind elaborating on that a little further, please?

MR. HUNTER: Or their agent.

MR. PRATT: Do you mean on my part?

THE COMMISSIONER: You are becoming sensitive, Mr. Pratt.

MR. PRATT: Very much so, apparently. I am being charged, apparently, with making off with these goods that are lost.

THE COMMISSIONER: What does it come down to, Mr. Hunter; that this lessee disposed of this property or in any case it did not come in your hands?

MR. HUNTER: And was not permitted to come, my lord. It was definitely stated by one of the claimants -- not one of these two claimants, but Jitsue, for instance, that she will settle without the Custodian's assistance, and I was going to say from the correspondence this type of thing went on until she put the Custodian in a position where he couldn't ascertain what the property was or where it was. It will also be the endeavour of the Custodian and of Government counsel to

show that that property which finally did come into the possession of the Custodian was sold for its fair market value.

THE COMMISSIONER: Now what it comes down to is this, that due to the refusal of the claimants to co-operate, you were unable to ascertain either the knowledge of the existence of the goods or their location.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: And when you did finally locate any, you sold them for their fair market value?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: All right.

MR. HUNTER: It is also my understanding, my lord, and we shall hope to be able to prove it, that the vehicle did not belong to these two claimants.

THE COMMISSIONER: You mean to say they had no right, title or interest, or it was subject to a mortgage or what?

MR. HUNTER: We shall endeavour to show, my lord, it was the property of Jitsue Wakita and not the property of the two claimants, and therefore they had no interest in it.

THE COMMISSIONER: Did you sell it ultimately?

MR. HUNTER: I beg your pardon, my lord?

THE COMMISSIONER: Did the Custodian sell it?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: And to whom did he account?

MR. HUNTER: I don't think that information would be here, my lord. I think it would be in Jitsue's

file, my lord.

THE COMMISSIONER: Well, your present instructions are that you accounted to Jitsue, is that it?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: All right, proceed.

MR. HUNTER: I think there might be some letters written to a number of them in connection with that because we were never able, as far as I can understand, to definitely get information to prove ownership other than Jitsue. I believe it was finally credited to her. I understand these claimants claimed some time ago they had purchased it from her in some way or other, but no evidence of ownership was adduced.

THE COMMISSIONER: All right.

MR. HUNTER: I should like to file the analysis of personal property claim, my lord.

THE COMMISSIONER: That is filed on the basis that it will be proved subsequently by someone representing the Custodian's office?

MR. HUNTER: It is filed on this basis, my lord, under your original ruling, that it is filed as sort of prima facie evidence and if there is any specific thing in it which solicitors or counsel for the claimants dispute, we shall then be prepared to prove it.

THE COMMISSIONER: Yes, I recall. It is probably as well to have it stated now because Mr. Pratt may not have been here on the previous occasion. You appreciate the situation, Mr. Pratt?

MR. PRATT: Yes, I do, my lord, fully.

MR. HUNTER: Q: Mr. Wakita, how do you base your valuation for this real property? Is it based upon your knowledge of fair market value? You must have some reason for saying it is worth a certain amount; why do you say that?

A It is based on the fair market value.

Q And how do you know what the fair market value was?

A I beg your pardon?

Q How do you know what the fair market value was?

A Ever since my dad bought that business, well, he has got so much into the business.

Q I am sorry, I didn't get that.

A Well, perhaps my dad can explain it to you in detail what he has been doing to that building and the business, and what he has put into it.

Q Isn't it true that you yourself have no personal knowledge of fair market value?

A No, I have knowledge all right.

Q Isn't it true when you claim $11,500.00 for the land and buildings that you have no idea what the fair market value was?

A Yes, I have.

Q That is what we are interested in finding out. Have you ever been in the real estate business?

A No.

Q Have you ever sold any properties?

A No.

Q Have you ever bought any aside from this?

A No. My dad, he more or less gave it to us.

Q More or less gave it to you? You didn't buy it then?

A We bought it, I guess.

Q Did you pay him cash or pay him anything for it?

A We paid him some for it, anyway.

THE COMMISSIONER: Q: Speak up.

A We paid him.

Q What did you pay him? A: $1.00 or something. He gave it to us.

Q Your father gave it to you?

A Yes.

Q I suppose you are relying on your father's ideas of the value of it? A: Yes.

MR. HUNTER: Q: Again I repeat you have no knowledge of the real property values at that time?

A None exactly.

Q It is an opinion or a guess on your part, isn't that right? A: We more or less did it together. My dad and I and my sister and family, we were working in the store together, and on the farm together.

Q I still put it to you it is your personal opinion and the opinion of the others. As far as you are concerned, it has no relation to knowledge of real property values? Isn't that correct?

A Would you repeat that, please?

Q I can't hear you. A: Would you repeat that, please?

Q Perhaps we can have the Reporter read it to you.

(Question Read).

A I don't understand that.

Q Well, I will change it, or frame it a little differently. I put it to you again that you have no personal knowledge of the value of real estate.

THE COMMISSIONER: In Steveston.

A No, I haven't myself. My dad has.

MR. HUNTER: Q: You haven't? A: No.

Q Now, let's go to the lease which was made for this property. You and your brother leased the real estate, is that correct?

A Yes.

Q And your sister leased the business, is that correct?

MR. PRATT: No, that is not right.

MR. HUNTER: Well, let the witness answer.

MR. PRATT: The document is in, and it speaks for itself.

THE COMMISSIONER: As I understand it, Mr. Hunter, these men did sign the lease, but the understanding was the sister was managing the business.

MR. PRATT: She was going to collect the rents. She had been operating the store for them.

MR. HUNTER: Yes, I know, but let me get on. If my friend will stop his interruptions, in the end I shall be better satisfied.

MR. PRATT: I am not attempting to interrupt you, but I think you ought to get it straight.

THE COMMISSIONER: Well, let us get on.

MR. HUNTER: Q: Now, this lease was signed by the three of you, wasn't it? A: Yes.

Q And your sister is referred to in it as the store operator, is that correct?

A Yes.

Q And on page 4 of the lease it says, "And the Store Operator transfers to the Lessee all the present stock-in-trade valued at $631.39 and the use of the store fixtures and equipment, and the furnishings of the living quarters, particulars of which are set forth in Schedule 'A' attached hereto".

A Yes.

Q Is what is stated there correct?

A Yes.

Q She transferred then for $631.39 all the stock-in-trade; that is correct, is it?

A I didn't get you.

Q She transferred the stock-in-trade for $631.39?

A Yes.

Q That is correct? A: Yes.

Q She owned the stock-in-trade, didn't she?

A Yes.

Q And she sold it, isn't that correct?

A Yes.

Q And she also grants the use of the store fixtures and equipment. Did she own those?

A Gosh, I don't know.

Q I beg your pardon? A: I don't know.

Q You don't know. And she also gives them the use of the furnishings of the living quarters. Did she own those? A: I don't know.

Q You don't know. You didn't own them, at any rate,

is that correct? You didn't own the store fixtures and equipment or the furnishings in the living quarters, is that correct?

A I might have, but I don't know for sure. You would have to ask my dad.

THE COMMISSIONER: Now, witness, you read English, do you not? A: Yes.

Q Now just take a look at this document, Exhibit 3, and see what it says, because you signed it . You might recite to him, Mr. Hunter, what paragraph you were reading from.

MR. HUNTER: I was reading from paragraph 14, my lord, at the top of page 4.

Q Have you finished reading that, Mr. Wakita?

A Yes.

Q And are the facts in there true?

A Yes.

Q Then you must concede that you and your brother didn't own these things or you wouldn't have signed this lease; is that correct? What is your answer to that? A: Yes.

Q Then when you make a claim for all the chattels as shown in your schedule, you are claiming for something that you don't own, isn't that correct?

THE COMMISSIONER: The document speaks for itself, does it not?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Now, just one moment. Perhaps I was jumping too fast, Mr. Hunter. You will notice it is the store operator who grants the

use of the store fixtures and equipment. It may well be that she had the use of the store fixtures and equipment from these men, so you better pursue it further.

MR. PRATT: Also the Custodian accounts for the goods he did sell to these two boys. I don't know whether my friend noticed that.

THE COMMISSIONER: You will notice the phraseology in paragraph 14.

MR. HUNTER: Yes, I notice that.

THE COMMISSIONER: Perhaps I stopped you too soon. You better proceed with it.

MR. HUNTER: Q: I shall repeat my question, Mr. Wakita; when you therefore claim for the chattels to the extent of $3405.39 as shown in the schedules attached to your claim, you are claiming for something that wasn't your property, is that not correct?

THE COMMISSIONER: Come along, witness. That question is perfectly clear. What is your answer?

A No -- no.

Q I do not hear you. A: No.

MR. HUNTER: Q: You say it isn't correct? Then you are changing your statement which you made a few minutes ago. You stated the store fixtures and equipment and furnishings belonged to your sister or did not belong to you and now you have come around to say when I asked you if you are not claiming for something that is not your property that I am wrong -- which is right?-were they

your property or were they not your property?

A They were my property.

Q You are now coming around and saying these things were not your sister's property but your own property.

MRS. NISHI:. My lord, could I speak?

THE COMMISSIONER: One at a time, please. You will have an opportunity to speak later.

THE WITNESS: I don't quite get it.

MR. HUNTER: Q: I would like to know definitely. You are stating at one time they were not your property and now you are stating they are your property; which is the case?

A It is my sister's property.

Q It is your sister's property.

A She had the store.

Q Just answer the question. We know the stock-in-trade is hers. I presume so, because she sold it; isn't that correct?

A Yes.

Q Now we come to the store fixtures and equipment and the furnishings in the living quarters of which she gave the use to the tenant. Were they hers to give the use of?

A Yes, they were, I guess.

Q Now you are making a claim for them in your claim form. Aren't you therefore claiming for something which is the property of your sister?

A I guess so.

THE COMMISSIONER: Q: You say "I guess so". Do you not

know? Are these fixtures and furnishings yours, or are they not?

A They were.

Q They were yours. A: The furniture was.

Q The furniture was yours? A: Yes.

Q How much of it was your sister's? Now, witness, you must not converse with other people im the Court room.

MR. HUNTER: Q: You have now said that the furnishings were yours, is that correct?

A Yes.

Q They were the property of you and your brother?

A Yes.

Q Then why did your sister give the use of them to the tenant? A: Part of it was ours.

Q Part of it was yours. All right. What part? What part im your claim was yours and what part was your sister's? A: I think my dad can explain it.

Q Let us put it this way; are you saying you don't know? A: It was given to us. I can't -- I don't know.

Q How did he give this furniture? There must be some act of giving. Did he tell you it was yours, or what did he do? What did he tell you was yours? Describe the scene that took place.

A I don't know.

Q You mean you don't know, or you don't remember?

A No, I don't remember how it was given to us.

Q Do you remember it being given to you?

A I think so.

Q You think so? Surely you know. Either he gave it to you or he didn't. You have said he gave it to you or a certain amount, now how and when and how much? A: I don't remember.

THE COMMISSIONER: Mr. Hunter, I cannot make anything of this witness. His testimony is of no value to me and you do not seem to be getting anywhere. Perhaps another witness may clear the situation up.

MR. HUNTER: Q: This is a copy of a letter addressed to you, Mr. Wakita. Did you receive that letter?

THE COMMISSIONER: What is your answer, witness?

A Yes.

MR. HUNTER: This is a letter, my lord, dated April 27th, 1943, from the Office of the Custodian to the witness.

THE COMMISSIONER: April 23rd, 1943?

MR. HUNTER: April 27th, 1943 (reading).

(LETTER MARKED EXHIBIT NO. 5).

Q Now, you received that letter. Did you ever reply to it? A: I don't think I did.

Q What did you say in your reply?

A No, I say I don't think I made any reply.

Q You don't think you made any reply. Why didn't you?

THE COMMISSIONER: Q: Now, witness, come along. This

is a serious investigation and you are not co-operating at all. Now I want your answers promptly and truthfully. A: Yes. I have no reason for it, I guess. It was leased to Mr. Blackburn and we thought --

MR. HUNTER: Q: I beg your pardon?

A We thought we leased it to Mr. Blackburn--

MR. PRATT: Q: Just finish your answer there. The property was leased to Mr.Blackburn and you didn't think you had to reply, is that it?

A No, we thought we didn't have to fill that form in.

MR. HUNTER: Q: How did you expect the Custodian to know what property you had?

A I don't know.

Q Did you expect the Custodian to look after your property? A: No.

Q Whom did you expect to look after your property?

A Well, Mr. Blackburn.

Q Mr. Blackburn, I see. Is that why you refused or didn't send a reply to the Custodian?

A Yes.

Q Because you didn't think he had anything to do with your property?

A Yes.

Q And that Mr. Blackburn was looking after it?

A Yes.

Q And did you want the Custodian to look after your property? A: Well, more or less Mr. Blackburn was supposed to look after our property, so we didn't fill that form in.

Q You didn't want the Custodian to do it, and you didn't expect him to do it, is that correct?

A Yes.

MR. HUNTER: Did you receive that letter, Mr. Pratt?

MR. PRATT: Yes.

MR. HUNTER: I produce a letter, my lord, dated June 14th, 1943, addressed to Mr. F.Drewe Pratt, from the Custodian, (reading).

(LETTER MARKED EXHIBIT NO. 6).

Q Now, Mr. Maxwell, the Government Agent, came and saw you people in connection with the request by the Custodian that he get proper declarations made? A: Yes, I think he did.

Q And what did you tell him?

A He gave us a personal opinion he has got. He said -- well I and my dad was down there and he did the talking. Perhaps my dad can explain that -- explained that to him more fully.

Q Now I show you a letter which comes from Mr. W. Maxwell, the Government Agent, to the Custodian, and I am going to read to you paragraph 2 of that letter which says, "I have seen them this morning", referring to the Wakita family.

MR. PRATT: Now, who did he see? I submit, my lord, my friend can't adduce evidence in this fashion.

THE COMMISSIONER: I agree with you, Mr. Pratt. You have to first ascertain from this witness as to whether he was the person the author of that letter talked with, rather than introduce the

letter. Put it to him, did this witness tell the author of the letter so and so? That is the only basis you can get it in on.

MR. PRATT: There are five different parties involved in this matter.

THE COMMISSIONER: I can appreciate where the difficulty arises, and on the face of it it would seem that some members of the family created the greater part of the difficulty. See if we can resolve it. Perhaps I will have to throw it back in your lap to work out, Mr. Pratt.

MR. HUNTER: Q: You were present when Mr. Maxwell interviewed your family?

A Gosh, I don't quite remember.

Q I thought you said you were there.

A I heard about it. I might have been there. That was about four years ago and I can't remember clearly.

Q You don't know whether you were there or not?

A No.

Q Do you know of anything that happened at that meeting, aside from hearsay, from your own personal knowledge? A: I heard a little from my dad.

Q I don't want what you heard. If you were present, you must have seen or heard something. You say you don't know whether you were present or not?

THE COMMISSIONER: I am wondering, Mr. Hunter, whether it is worthwhile to spend a lot of time on this witness who does not appear to desire to be helpful.

Perhaps the young lady sitting in the back of the Court room could assist us.

MR. PRATT: I think so. I would like to call her.

THE COMMISSIONER: This young man is not helping himself or the Commission.

MR. HUNTER: Very well, my lord.

(Witness aside)

THE COMMISSIONER: This witness will be sworn under the usual oath to speak the truth, the whole truth and nothing but the truth.

JITSUE NISHI, a witness called on behalf of the Claimants herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. PRATT:

Q Would you give his Lordship your full name, please.

A Now I am Mrs. Jitsue Nishi. Formerly I was Jitsue Wakita.

Q Nishi? A: Yes, that is right.

Q And you are the Jitsue Wakita we have been discussing here? A: Yes, I am a sister --

Q -- of the last witness? A: Yes.

Q Are you acquainted with these properties we have been discussing here? A: Yes.

Q What was your position regarding the store property out there; would you tell the Court? Let us go back first. The property was bought by who? A: Well, dad bought the whole thing first, you see.

Q Who is dad? A: Saijiro Wakita. He used to own that place and then we used to work in the store and help out with dad, and then he thought he should be starting to retire so he has given the store property and land and buildings to the two boys, you see, Hajime, the last witness, and my other brother, Yutaka.

Q When was this done?

A I think in 1940 or 1941, somewhere around there.

Q Somewhere around there.

A He thought he should be starting to get retired. There was my other sister and myself -- my other two sisters all helping in the store and two brothers. My dad thought he wouldlike to give the store property and the building and the land to the boys. So he has given that to them, and then we were all helping in the store.

Q Now in this document that my learned friend has been cross-examining the last witness on, the lease to Blackburn, how didyou come to be a party to that? A: Well, dad and the rest of the family had to move out first. The date at which they had to evacuate was earlier. Well, they couldn't leave the store alone and we had to take the store there. Well, my sisters and I, we all stayed back. That is how I happened to be in the picture.

Q That is how you happened to be in the picture, did you say? A: I stayed until the last. The rest of the family moved out

first.

Q What were you doing in the store? Who were you really working for, I will put it that way?

A It is all in one family. Dad owns the whole thing, you see, but he wanted to retire and wanted to start getting ready to retire and he gave the store property and land and the building to the boys. He thought naturally later on he would give the whole store to the boys. In the mean-
10 time we were working there taking care of the whole thing. Mother used to work there and dad as well.

Q What was your position in the set-up?

A I was sort of taking care of the whole thing. I did the buying, too, and the selling.

Q Can I put it to you this way: were you the manager of that business?

A Well I could have been because it wasn't limited or anything like that. It was all in one family.

20 Q Your position is this; insofar as the whole family is concerned, the store and property now belong to the boys, is that correct?

A Yes.

Q And in this document which was signed with Mr. Blackburn, why were the moneys being paid to you?

A Which moneys?

Q You remember the rents were to be collected and paid to the Royal Bank to your account?

A It was like all in one. I had an account there,
30 too, and dad had one, you see.

Q Now let me get right to the point. Did you have any ownership in your own name of the store or the equipment? A: No, I don't think legally I did have anything because the lease I drew in the name of the boys. Is there anything else there?

Q Could you claim any ownership from anything there?

A Well, I don't think so, not unless -- you see, after they left there was some furniture and fixtures and things like that left in care of myself so I would take care of them the right way and lease them over to Mr. Blackburn. They had to leave first and I had to follow them later. I went down to your office one day.

THE COMMISSIONER: Excuse me interrupting, but I wonder if this is the place to solve this problem. This is something within the family, it seems to me, and if you come here with some document that would satisfy myself so that I would be able to tell the Custodian that such and such being claimed is being claimed for by the proper people. I don't think the investigation should take place before me because, after all, the Custodian must account to somebody.

MR. PRATT: The Custodian did account to these two boys. We have it right here.

THE COMMISSIONER: You see, the difficulty arises as I see it, Mr. Pratt, that your people failed to file J.P. forms. Now it appears to me this is hardly a matter to be investigated before me.

It is a matter of you determining within the family who owns it.

MR. PRATT: That is what I am endeavouring to do with the witness now.

THE COMMISSIONER: Could it not be done independently of this Inquiry? The Custodian is not probably one bit interested in all this.

MR. PRATT: The Custodian has raised it and I am trying to meet it.

THE COMMISSIONER: Apparently because the Custodian has been met with a claim from someone else.

MR. PRATT: Is there a claim from a third party?

MR. HUNTER: There is a claim, I think, from Saijiro.

MR. PRATT: The witness is right in the box now and I will put it to her.

Q Have you made any claim?

A No, I haven't, because I thought the boys were the legal owners of the whole thing, you see.

Q Let me put it to you this way; were you not the business head?

A Yes. I was looking after the whole business, but I thought legally the boys would own the whole thing so they would be the ones that would be claiming things legally. I don't own them. They would be owning it, you see.

THE COMMISSIONER: Does that satisfy your difficulty?

MR. HUNTER: Actually we don't care who owns it as long as if the money is paid and everything is done, there will be no claim from any other member of the family.

THE COMMISSIONER: That is what I was thinking, too, Mr. Pratt. Perhaps you can resolve it without a lot of examination here.

MR. PRATT: I think I have the answer from the witness. You are Saijiro Wakita?

A No, that is my father.

Q I mean you are Jitsue, but you have no claim yourself?

A No, I didn't make it. I thought the boys would be the legal owners, you see.

Q Correct. Now, Mrs. Nishi, you have seen that lease which has been put in as an exhibit?

A Yes.

Q And in Schedule "A", which is attached, are the goods and chattels that were turned over to Mr. Blackburn, were they, amounting to $3405.39?

A Yes.

Q You signed that lease as a party to the document?

A Yes.

Q That, by the way, was the valuation arrived at between your brothers and Mr. Blackburn?

A Yes. My dad and my brothers and Mr. Blackburn.

Q All right. Now of that amount you did receive something, or your family received something back?

A Yes. I have a list here of things we have received. He sent those things up to us at Revelstoke.

Q You received from Mr. Blackburn of the leased goods and fixtures things to the value of how much? A: $627.00.

Q $$627.00. Now, do you know anything about -- oh,

before I leave that, did you receive anything from the Custodian, or did your brothers receive anything from the Custodian from the sale of those goods and chattels that were leased?

A It was some time later -- quite recently, I think it was, that they sent a statement of goods that they have sold by auction.

Q Have you a copy of it? A: No, I haven't a copy.

THE COMMISSIONER: Perhaps while you are hunting for that document, you can get a statement from the witness as to who owns the property that was left after the $627.00 was paid.

MR. PRATT: Q: You heard his Lordship's question. After the $627.00 of property was accounted for, who would be entitled to the balance of those goods and chattels?

A Actually dad owned the whole thing, but when he gave the property to the boys --

Q You have told us that.

A --well, we took it for granted that the boys would be the owners.

THE COMMISSIONER: Q: In any case, you have no claim personally? A: I haven't.

THE COMMISSIONER: Perhaps we will have to call the father.

MR. PRATT: Yes, we will have to call the father.

Q But will your understanding help us to this extent; when the $627.00 worth of goods was accounted for, who would have a claim for the

balance? A: Actually I think the boys would have it with the store and the building.

Q All right. Did you or your family receive an analysis of personal property claim?

A I don't remember the exact thing but there might be one or two things in it.

Q Did you ever receive this document (producing)?

A No.

Q You have seen it today, have you?

A For the first time, yes.

Q Have you any comments to make about the contents of it? A: Actually I don't think that this is all exact, because some of the things here listed that were there, it says are missing.

Q All right. Dealing with items that are missing, can you point to any particular item there?

A For instance, the cash register. They say $75.00, "not found", is it? That was there when we left.

Q What is the next item -- a scale? What is this scale? What happened to it?

A I don't know. It was there, you see.

Q These were goods and chattels you left with Mr. Blackburn, is that it? A: Yes, this is all that was in the list for $3400.00. Out of that Mr. Blackburn has sent all these things to us and the balance, the Custodian has credited some amount.

Q The Custodian has credited some amount, yes. How much has he credited; do you know?

MR. HUNTER: Isn't it on your statement, Mr. Pratt?

THE WITNESS: I think,as far as I know, we haven't received any money for them, but according to the statement received from them I found $115.50 credited to our account, less the expense of advertising or something. Actually there is about $100.00 credited to our account by the statements we have received from the Custodian recently.

MR. PRATT: Q: All right, you don't know what the Custodian got for it? A: No, because I have wrote to Mr. Blackburn several times regarding it, but Mr. Blackburn won't say anything because the Custodian has stepped into the picture. You see, the reason we didn't sign the J.P. Form was we had the agreement personally with Mr.Blackburn, and we didn't think it was necessary. We found on the J.P. Form, at the end where you sign it, it says, "We give the power to the Custodian to do anything he could with it". There was a red letterhead there.

THE COMMISSIONER: Q: You had already committed yourself on it? A: We didn't want the Custodian to take care of it unless we couldn't help it, because we left it with Mr. Blackburn according to the lease, you see.

MR. PRATT: Q: Now this document, Mrs. Nishi, enumerates the goods and chattels that were left with Mr. Blackburn in the amount of $3,405.39. It is prepared by the Custodian's office and is rendered to your brothers Hajime and Yutaka Wakita, is

that right? A: Yes.

MR. HUNTER: That is in already.

MR. PRATT: Q: Now, Mrs. Nishi, this Chevrolet half-ton truck which is claimed for at $500.00, do you know anything about that truck?

A Actually I think that was registered in my name. I thought it was all in one because the Custodian has credited it to the account so I didn't bother claiming it in my name.

Q The Custodian has included it in your brother's claims, has he? A: I think so.

Q Do you know anything about the value of the truck?

A I didn't purchase it, but according to dad, when he purchased it, it was worth $1250.00, somewhere around there.

Q Do you know when it was purchased?

A I don't know exactly, about 1935 or 1936, somewhere around there.

Q Tell me this; dealing with the real estate, do you remember what improvements were put into it?

A Well, I don't know, but then it was purchased a long time ago. It was purchased in 1921 when dad took over the whole thing and it was quite a small thing and he started to build.

Q If you don't know, just say so and we will leave it. By the way, you and your brothers were all born at Steveston? A: Yes.

Q How long has your family been there?

A Dad has been there over thirty-five or forty years now, and we were all born there.

MR. PRATT: All right, thank you.

CROSS-EXAMINATION BY MR. HUNTER:

Q Witness, when this lease was made and you signed it, you received the $631.39?

A No, I didn't receive the money for it, but Mrs. Blackburn -- will you bring that over to me -- I have a letter from Mrs. Blackburn at that time that would give you a better idea.

Q But you sold the stock-in-trade at that time, didn't you?

A I didn't exactly sell it but I think this would explain it, if you would read it (producing) because the understanding was if we came back to the Coast -- he was just taking care of the place. The lease was just a legal matter. We didn't sell it or anything.

THE COMMISSIONER: This document speaks of a sale and payment.

MR. HUNTER: I suppose it might be interpreted in the witness' way, my lord. It says, "the Store Operator transfers to the Lessee all the present stock-in-trade valued at $631.39".

THE COMMISSIONER: You have had the benefit of examining the letter, and I have not.

MR. HUNTER: The letter? I am sorry, my lord. I would submit this might as well go in, Mr. Pratt. This is a letter dated May 22nd from Vera M. Blackburn to the witness. It says (reading).

THE COMMISSIONER: What is the date of the letter?

MR. HUNTER: May 22nd, 1942, my lord.

(LETTER MARKED EXHIBIT NO. 7).

Q When did you receive that letter?

A That letter?

Q Yes. A: That was made at the date of the agreement. Mr. Blackburn, Mrs. Blackburn, and the witness, Mr. Lundell, the bank manager, and myself went up to Mr. Pratt's office and made the agreement there. At that time I asked what happens to the stock I left with Mr. Blackburn in case he doesn't -- in case he says he didn't have anything there from us, and Mrs. Blackburn said she would be responsible for it because she would know that Mr. Blackburn would pay it when we came back to the Coast and the equipment around and the stock-in-trade and take care of that.

Q Why did you take an undertaking like that from Mrs. Blackburn? A: Well, we think of the worst. We think that if Mr. Blackburn went broke or he didn't have anything left, where would we get the $631.00 of stock, you see, and then Mrs. Blackburn, well, she would take care of it because she was pretty sure he wouldn't go broke like that, but to give us satisfaction she said she would be responsible.

Q Did she have any assets?

A Well she said she owned a mink farm with her brother.

Q But you had no knowledge of her assets, is that

correct? A: No, I didn't.

Q As far as you knew, the letter was worthless, isn't that correct? A: Well, I don't know. I thought in case the worst happens, if Mrs. Blackburn had anything she would be able to pay it, if we had the letter.

Q Yes, if she had anything, but as far as you knew the undertaking might be good or not, isn't that right? A: But I knew she owned the mink farm with her brother.

Q How did you know that? A: Well, Mrs. Campbell is Mrs. Blackburn's mother and she used to have that place, and I heard her saying that she had given the farm to Mrs. Blackburn and her brother, you see.

Q Did you know the value of the mink farm?

A I didn't actually go into that because actually I wasn't worried that much.

THE COMMISSIONER: You hoped this letter would be some protection? A: Yes.

MR. HUNTER: Q: You took it for what it was worth, is that right? A: I guess it would be that.

Q I show you a letter dated May 12th, 1942, which appears to be written by yourself. Did you write that letter? A: Yes, I

w wrote that.

MR. HUNTER: A letter from the witness to Mr. and Mrs. Blackburn, my lord, as I mentioned earlier. It is dated May 12th, 1942 (reading).

(LETTER MARKED EXHIBIT NO. 8).

Q It is true, isn't it, Mrs. Nishi, you did leave everything with Blackburns and intended them to keep control of it?

A Yes.

Q And you trusted entirely to their management; isn't that right? A: Yes.

Q I show you a document dated March 11th, 1942. Would that be your signature?

A Yes.

MR. PRATT: What is that document?

MR. HUNTER: I am just about to put it in.

MR. PRATT: I would like to see it first before you put it in.

THE WITNESS: Is that the truck?

MR. HUNTER: Q: Yes. A: Yes.

Q You have signed this, Mrs. Nishi, as owner of the vehicle? A: Well, it was registered in my name so I thought naturally the person whose name it is registered in has to sign it.

Q You considered yourself the owner of it, didn't you? A: Oh yes, legally.

Q Yes, that is what I mean.

THE COMMISSIONER: Q: But which member of the family was entitled to the proceeds of the sale of it, if it was sold? A: It was to Hajime and Yutaka, wasn't it?

Q From your point of view it should go to the two boys? A: Yes.

MR. HUNTER: Q: What you are saying, Mrs. Nishi, is while you had the title in your name, you considered it was their property? Is that correct?

A Yes, it was in my name but actually the whole thing belonged to dad and the store and property and building belonged to the boys. You have it credited to the account of Hajime and Yutaka, wasn't it, from the Custodian? That is how we come to make the claim to them. I think that is how it was, and I didn't make a personal claim.

Q I see. This is the form that was made out at the time the vehicle was left with the R.C.M.P., my lord. There is certain information on there which shows the condition of the vehicle, and so forth.

THE COMMISSIONER: What is the date of that document?

MR. HUNTER: March 11th, 1942, my lord.

(DOCUMENT MARKED EXHIBIT NO. 9).

Q Mrs. Nishi, you have no personal knowledge of the value of real property, have you?

A Not exactly, but we have often heard dad say he -- I know he has put a lot of money into it.

Q That is his opinion which you are quoting. You have no personal knowledge of the values of real estate? A: No, not myself. I have never been in it.

Q Have you any personal knowledge of the values of cars sold at the date of this one?

A No, because I have never bought cars or sold one.

Q Do you remember the condition of this property, Mrs. Nishi?

THE COMMISSIONER: Which property is this now?

MR. HUNTER: I am referring to the building, my lord.

A Well, it was quite good because we have kept it up good and the building wasn't very old.

Q What kind of a foundation did it have?

A That I don't know. I would have to ask my dad.

Q You really don't know the construction of the b building?

A I don't know the construction of the building, no.

Q When you say it was in good condition, you don't know really, except it looked to be in good condition?

A Yes, except it wasn't too old or shabby at all.

Q How old do you say it is?

A I don't know exactly. My dad bought it in 1921 but then he has been building quite a few buildings added to the building.

MR. HUNTER: That is all.

THE COMMISSIONER: Any re-examination, Mr. Pratt?

MR. PRATT: No, I don't think I can help in that way.

THE COMMISSIONER: Thank you very much, Mrs. Nishi. It is most helpful to clear up a confused situation.

MR. PRATT: I am calling the father.

THE WITNESS: I have to interpret for my dad because he doesn't understand English very well and he can't speak it.

THE COMMISSIONER: The interpreter is here. Perhaps you can help Mr. Pratt.

(Witness aside)

MR. PRATT: Do you think we can proceed with him in English? It would help materially if we could.

MR. HUNTER: I didn't get it about this English interpretation.

MR. PRATT: I am going to try and carry on in English.

MR. HUNTER: My lord, if he is going to give it in English, I prefer he do so.

SAIJIRO WAKITA, a witness called on behalf of the claimants herein, being first duly sworn, testified through the Interpreter as follows:

THE COMMISSIONER: Now, Mr. Hunter, what Mr. Pratt was proposing to do was to try to conduct the examination in English and if the witness falls into difficulty, then to use the Interpreter.

MR. HUNTER: Oh, I have no objection to that, my lord.

DIRECT EXAMINATION BY MR. PRATT:

Q You are the father of the boy who gave evidence here just now? A: Yes.

Q Speak out now. When did you buy this property in Steveston? A: The first time?

Q Yes. A: In 1921.

Q How much did you pay for it?

A $2,075.00 -- no, $2,750.00, for the small place, a very small store.

Q Now what did you do to it after you bought it? Did you fix it up? A: Yes.

Q You tell the Court how much money you spent and

what you did to fix it up?

A I fix it up 68 by front 24 feet -- I don't know exactly. 24 feet by 68 at the front, and now 98 at the front.

Q As I understand it, you improved it by extending it up to 98 feet frontage? A: Yes.

Q Where it was only how much before?

A I think it was about 24, maybe 30.

Q From 24 feet up to 98 feet? A: Yes.

Q How much money did you spend fixing it up?

A I fixed it up inside -- the rooms.

Q You fixed up the rooms? A: The living quarters. The south side about 24 by 60 with a garage, the warehouse and the milling place -- the rice mill.

Q You put in a garage, a warehouse and rice mill. How much money did you spend to put that all in? A: $8500.00.

Q $8500.00? A: Yes, I claim $11,500.00.

Q $11,500.00 youclaim? A: Yes.

Q But you spent, you say, $8500.00? A: Yes. I think now $30,000.00 is the price.

Q $30,000.00 is the price now? Unfortunately we can't deal with it now, Mr. Wakita. Now, the claim on this property is made in the name of your two boys?

A Yes.

Q Did you give that property to them?

A Yes.

Q When did you give it to them?

A Oh, about 1941. 1940 or 1941. Maybe 1941.

Q 1941? A: Yes.

Q What did that include? What did you give them?

THE COMMISSIONER: Well, Mr. Pratt, suppose you enumerate what has been claimed?

MR. PRATT: Yes, my lord.

Q Witness, listen to this; did you give them the real estate -- the land?

THE INTERPRETER: A: Yes, he gave them everything.

Q Did you give them the buildings?

A Yes.

Q Did you give them the store? A: I gave them the store -- Hajime and Yutaka. He says he wanted the boys to own the store whenever they are prepared to. He didn't want to actually give the store right at that moment, you see.

Q Have you any claim in the store yourself now? Who do you say owns the store now?

A Hajime and Yutaka.

Q Hajime and Yutaka, they own the store?

A Yes.

Q Now you haven't any claim yourself against the Custodian in respect of these amounts claimed here? A: Not legally. Not in those things which he has just said now. Otherwise the store and the buildings. He says he has a claim for something else.

Q Oh yes, he has, that is right. There is another claim of his later, that is true.

THE COMMISSIONER: As far as this problem is concerned, I wonder if it might not be safer, in the terms of any award that may or may not be made in respect of this claim, that you should have this witness --

MR. PRATT: Renounce?

THE COMMISSIONER: --renounce any right in favour of the two boys.

MR. PRATT: Yes, I will put that question.

Q Now, witness, if this Court should make an award in favour of the claim here, who would the money go to? Who would get the money?

THE COMMISSIONER: Mr. Interpreter, I prefer that you should interpret to the witness and then if Mrs. Nishi needs to explain it, she can do so.

A He says the money would actually go to Hajime and Yutaka.

MR. PRATT: Q: One more question. You wouldn't have any claim yourself in this respect?

A He says he would get the money and give it to them.

THE COMMISSIONER: Now that is hardly good enough. I am going to leave it with you, Mr. Pratt, to subsequently get a document that would justify the Custodian in paying the money to the two boys. You see this is something entirely within the family with which I am not concerned and I doubt if the Custodian is concerned with it.

MR. PRATT: Q: Do you know anything about this Chevrolet truck?

THE WITNESS: A: The Chevrolet truck?

Q Yes. When was the truck bought, and so forth?

A 1936.

Q What was its condition when you bought it?

A Very good.

Q Was it new or used? A: I buy it new.

Q You bought it new. How much did you pay for it?

A $1250.00.

Q And who owned the truck? Whose property was the truck when you left Steveston?

THE INTERPRETER: A: Legally, you mean?

Q Let me put it to you this way: did you turn that truck over to the boys? A: He put the ownership of the truck in the name of Jitsue.

MR. PRATT: Perhaps I can leave this in the way you suggest, my lord. I won't pursue this any further.

THE COMMISSIONER: I think that is the best way to solve it. Is there any cross-examination, Mr. Hunter?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Now, Mrs. Nishi, I don't want you to interrupt the cross-examination. You can explain anything to your father if the Interpreter is unable to do so.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Wakita, were you visited by Mr. Maxwell of the B.C. Security Commission? A: Yes, I know him.

Q Did he ask you to prepare or to fill in or complete what was called a J.P. form?

A Yes; he said he had made the lease and therefore he disregarded that and he sent a letter to the Custodian saying that he had made a lease and

that he didn't want to sell the property.

Q And prior to being interviewed by Mr. Maxwell, had you received letters from the Custodian asking you to complete a J.P. Form?

A Yes.

Q Yes; would these be copies of the letters (producing)?

MRS. NISHI: He wouldn't know. I used to read them for him, but we thought it wasn't necessary.

THE COMMISSIONER: Have you not had that issue explained rather fully now?

MR. HUNTER: Yes, I think so, my lord. I produce, my lord, a copy of a letter, dated August 30th, 1943, addressed to Mr. Pratt from the Custodian's office, "Re Saijiro Wakita" which says (reading).

(LETTER MARKED EXHIBIT NO. 10).

MR. HUNTER: And a letter from Mr. Pratt to the Custodian dated September 9th, 1943 (reading).

(LETTER MARKED EXHIBIT NO. 11).

MR. HUNTER: And a letter to Mr. Drewe Pratt from the Custodian dated the 14th of September, 1943. (reading).

(LETTER MARKED EXHIBIT NO. 12).

MR. HUNTER: And a reply from Mr. Pratt dated September 15th, 1943, the original of which will be produced as an exhibit in the next case, my lord. He wrote to the Custodian as follows:

"Upon examining your form 'JP', I do not see how I can advise my clients to execute same in view of the threat of your Depart-

"ment to sell all Japanese property in this area, and at the same time debar them from having recourse to the Courts in order to test the validity of your case in this respect."

Q Now, Mr. Wakita, you stated that you spent $8500.00 in fixing up this property. Is that to the best of your recollection, or have you actually some papers that would indicate to you how that money was spent?

THE INTERPRETER: A: He says he has no documents or anything like that, but the proof is in the actual buildings which are there.

Q Yes, but when he mentions the sum of $8500.00, is that just an approximate figure or could it be $8200.00 or $8900.00? I want to know how he gets $8500.00? A: He says about $8500.00 is more than he actually did pay on it.

MRS. NISHI: No, that is not right. That is not what he said. He said the least is $8500.00.

THE INTERPRETER: Yes, the $8500.00 is less actually than he paid.

MR. HUNTER: Q: That is less?

THE INTERPRETER: A: Yes.

Q How do you know that, Mr. Wakita?

A He said he never anticipated a situation such as this so he took no careful account of it.

Q Then, Mr. Wakita, it is just your recollection, isn't it? A: No, he says that he is certain of it.

Q Just a minute now. A: He says he is certain he paid $8500.00. He says it isn't just a matter

of his thought.

Q Why are you certain?

MR. PRATT: Well that is rather a hard question.

THE COMMISSIONER: Well, you are not getting far with it. It is obvious the man is drawing on his recollection. He may be right or he may be wrong.

MR. HUNTER: Q: Have you had any dealings in property of this type other than this store?

A Yes.

Q Where? A: I have an apartment, a big one, and I fixed it up inside.

Q Just a mimute. I know the property and we will be dealing with it in a few minutes. What I want to know is had you any idea of the fair market value of this property either by knowledge of the amounts paid for similar properties, or by offers you may have received for your property, or as a matter of fact something that has evidenciary value, or are you just putting an arbitrary value on it? A: He says yes, he has some experience. He says no, he had no offer for the property and he did not want to sell it in any case.

Q What was the experience you had in properties like this? Excuse me, Mr. Upton, I don't want to hear about this apartment house. I am talking about a property the same as yours. What experience had you had? I think we better stop this. Is he through? If so, tell us, and we will get this over with.

THE COMMISSIONER: Will you translate it now, Mr. Upton?

THE INTERPRETER: I can't get it.

MRS. NISHI: He said that he has had experience and he knows what he put into it because he has put everything into it and bought the materials wholesale and hauled them himself and he knows how much he had put into it in all the long years.

MR. PRATT: Q: Ask him this; he hasn't been in the real estate business.

THE INTERPRETER: A: No, he hasn't been in the real estate business, but he says he knows what it is worth.

THE COMMISSIONER: I think we have got as much as we can from him. Is there any re-examination?

MR. PRATT: No, my lord. Thank you, Mr. Wakita.

(Witness aside)

THE COMMISSIONER: Have you anything else, Mr. Pratt?

MR. PRATT: The only thing is, my lord, do you formally want the presence of the other co-owner in the box?

THE COMMISSIONER: No, not unless Government counsel does.

MR. HUNTER: No, as long as we know to whom the funds go.

THE COMMISSIONER: That has to be cleared up. That is Mr. Pratt's responsibility. I think we will take a break for ten minutes now and then go on with the claim of Saijiro Wakita. Is that satisfactory to counsel?

MR. PRATT: Yes, thank you, my lord.

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

Case 56.

DEC 29 1947

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

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

ACKNOWLEDGED

NOTIFIED

13086
14179

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

(1) NAME Hajime Wakita and Yutaka Wakita (RCMP) Reg. No. 15866 and 17192 respectively
(Print) Surname Given Name

(2) Pre-Evacuation Address 76 Moncton Street, Steveston, B.C.

(3) Present Address P.O. Box 435, Revelstoke, B.C. Kamloops Prat

(4) REAL ESTATE

(a) Street Address (if any) Steveston, Delta Municipality, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)

Lots Six (6) and Seven (7), Block Five (5) of Section Ten (10), Block Three (3) North Range Seven (7) West, Map 249, District of New Westminster.

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

(i) Farm
(ii) Residence
(iii) Business
(iv) Any other type of property (describe)

Type of business General store, Garage, Milling House and living quarters.
Chevrolet Motor Truck, furniture, fixtures, etc.

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

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

(i) Land - - - - - - - - - - - - - - - - $ 3,000.00
(ii) Buildings - - - - - - - - - - - - - - $ 8,500.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - $ Truck 500.00 ... 3,405.39
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 15,405.39
(v) Amount at which Custodian sold property and credited your account - - $ 4,076.09
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 11,329.30

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
Harry H. Blackburn, 76 Moncton Street, Steveston, B.C.

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

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

(over)

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

~~The Property was rented to Mr. Harry H. Blackburn and he was~~ appointed to take care of it. ~~76 Moncton Street, Steveston, B.C.~~

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

		SALE PRICE.			LOSS.
1.	~~Real Estate, ...~~	$ 3,106.20	Estimated Value $	11,500.00	8393.80
2.	Truck, ...	242.79	Estimated Value $	500.00	257.21
3.	Chattels,.....	727.10	Estimated Value $	3,405.39	2678.29
4.			Estimated Value $		
5.			Estimated Value $		
6.			Estimated Value $		
7.			Estimated Value $		
8.			Estimated Value $		
9.			Estimated Value $		
10.			Estimated Value $		

TOTAL CLAIM FOR PROPERTY LOSS $ 11,329.30

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 11,329.30

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

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

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

DOMINION OF CANADA,
Province of British Columbia, TO WIT:

~~I~~, WE, HAJIME WAKITA AND YUTAKA WAKITA of the City of Revelstoke in the Province of British Columbia,

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of ~~my~~ our knowledge, information and belief and ~~I~~ We 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 Revelstoke in the Province of British Columbia. this 26th day of November, A.D. 1947.

H. Wakita
Y. S. Wakita

K. M. Fadden
A Notary Public in and for the Province of British Columbia.

A Commissioner &c.

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

WAKITA, HAJIME AND
WAKITA, YUTAKA.
(Claimant's Name)

REAL ESTATE
(Other than farm)

15866 and 17192.
Reg. No.

Lots 6 and 7, Block 5, of Section 10, Block 3, North, Range 7 West, Map 249, District of New Westminster.

Type of Premises (e.g.House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
General Store, Garage, Milling House and living quarters.	Living quarters - 5 rooms.	Frame construction.	General store and living quarters.	44' x 120'		

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Steveston, B.C. Fishing centre.	$2750 in 1924 for land and small buildg	Mill, living quarters store increased in garage approximate ~~value~~ cost $85-00 00	$11,500.00

Comments re upkeep of premises:

EXHIBIT No. 56-1
DATE 9 Feb. 1948
FILED BY
J. Dress Pratt

Comments re Appraiser's report not covered above:

G. Wakita
H. Wakita
SIGNATURE

WAKITA, HAJIME AND
~~WAKITA, YUTAKA~~
(Claimant's Name)

PERSONAL CHATTELS

15866 and 17192.
~~XXXXXXXXXXXX~~
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
Store fixtures, household, furniture and effects, left with Harry H. Blackburn, Steveston, B.C.	stock 1921	Used.	Less goods received	good.	$3,405.39 627.00 $2778.39
1 Chevrolet ½ ton truck.	1935.	New.	$1250.00	good	$ 500.00

EXHIBIT No. 56-2
DATE 9 Dec 1948
FILED BY
J. Drew Prat.

Description of Storage of Goods:

Left in care of Harry H. Blackburn, Steveston, B.C. at 76 Moncton Street, Steveston, B.C. as per agreement -

General Statement as to Chattels not Described above:

Additional Comments , if any:

G. Wakita
SIGNATURE

THIS INDENTURE made this 22nd day of May, in the year of our Lord, One Thousand Nine Hundred and Forty Two

IN PURSUANCE of the SHORT FORM OF LEASES ACT

BETWEEN

HAJIME WAKITA and YUTAKA WAKITA, Merchants, both of the town of Steveston, now temporarily residing in the town of Revelstoke in the Province of British Columbia, hereinafter called the "Lessors"

OF THE FIRST PART

AND

HENRY JAMES BLACKBURN, Mink Rancher, of the said town of Steveston, in the said Province, hereinafter called the "Lessee"

OF THE SECOND PART

AND

JITSUE WAKITA, Spinster, of the town of Steveston in the Province aforesaid, hereinafter called the "Store Operator"

OF THE THIRD PART

EXHIBIT No. 5-6-3
DATE 9 Feb 1948
FILED BY
S. Brew Q.C.

WHEREAS the Lessors are the owners of the lands and premises hereinafter more particularly described:

AND WHEREAS the Store Operator has heretofore operated a general store and has maintained living quarters on the said lands and premises:

AND WHEREAS the Lessee has entered into an agreement with the Lessors and the Store Operator to take possession of the said lands and premises and to operate the said store for his own use and benefit subject to the terms and conditions hereinafter set forth:

NOW THIS INDENTURE WITNESSETH that in consideration of the rents to be paid by the Lessee and of the mutual covenants and conditions to be performed by and between the parties hereto as hereinafter set forth and contained, it is agreed by and between the parties hereto as follows:

1. The Lessors do hereby demise and lease unto the Lessee ALL AND SINGULAR those certain lands and premises situate lying and being in the town of Steveston in the Province of British Columbia and more particularly described as Lots Six (6) and Seven (7) in Block Five (5) in Section Ten (10) in Block North Three (3), Range Seven (7) West, according to the registered map or plan thereof deposited in the Land Registry Office in the City of New Westminster in the said Province and numbered 249, on which there is erected a building used as a store premises and as living quarters.

2. The term of said lease shall be from the day of May, A. D. 1942 for a term of Three (3) years next ensuing unless sooner terminated as hereinafter provided, yielding and paying therefor to the said Lessors, their heirs, executors, administrators and assigns, the clear yearly rental of One Hundred and Eighty ($180.00) Dollars of lawful money of Canada, payable on the following days and times, that is to say, the sum of Fifteen ($15.00) Dollars on the 1st day of ~~May~~ June, 1942, and the further sums of Fifteen ($15.00) Dollars each on the day of each and every succeeding month thereafter during the term hereby demised.

3. It is agreed by and between the parties hereto that the term hereby demised shall terminate upon receipt by the Lessee of Ten days' notice in writing from the Lessors or their duly authorized agents, and in such event the Lessee shall at the expiration of said Ten days' notice quit and deliver up possession of said lands and premises to the Lessors.

4. And the said Lessee covenants with the Lessors to pay rent and to repair, reasonable wear and tear and damage by fire and tempest excepted.

5. And the Lessors may enter and view state of repair.

6. And the Lessee will repair according to notice, reasonable wear and tear and damage by fire and tempest excepted.

7. A nd will not assign or sublet without leave.

8. And will not carry on any business that shall be deemed a nuisance on the said premises.

9. And that he will leave the said premises in good repair, reasonable wear and tear and damage by fire and tempest excepted.

10. AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current yearly rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

11. And it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the natre and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee.

12. PROVISO for re-entry by the said Lessors on non-payment of rent, whether lawfully demanded or not, or on non-performance of covenants or seizure or forfeiture of the said term for any of the causes aforesaid.

12. The said Lessors covenant with the said Lessee for quiet enjoyment.

13. It is further provided that should the Lessee hold over after the expiration of the term hereby granted and the Lessors accept rent the tenancy thereby created shall be from month to month only and not for a further term.

14. The Lessee will use the said premises as a general store and will occupy the said living quarters on the said premises from the date hereof, the said business to be carried on under the name of "Blackburn General Store", and the Store Operator transfers to the Lessee all the present stock-in-trade valued at Six Hundred and Thirty One Dollars and Thirty Nine Cents ($631.39) and the use of the store fixtures and equipment, and the furnishings of the living quarters, particulars of which are set forth in Schedule "A" attached hereto.

15. And in consideration of the use of the said fixtures, furnishings and furniture, the Lessee covenants and agrees to be responsible to the Store Operator for the same and to take proper and reasonable care in the use of same.

16. Upon the termination of the term hereby demised as hereinbefore set forth, the Lessee covenants and agrees to deliver up possession of the store premises and dwelling quarters to the Store Operator, together with the store fixtures and equipment and the furniture and furnishings of the said living quarters as set forth in the said Schedule "A", and further covenants and agrees to replace or deliver to the Store Operator a stock of merchandise similar to that now transferred to the Lessee and to a valuation of Six Hundred and Thirty One Dollars and Thirty Nine Cents ($631.39) based upon the wholesale price at that time.

17. And the Lessee further covenants and agrees to save harmless and indemnify the Store Operator from any debts, claims or demands that may arise by reason of his operation of said store and premises and his occupation of said dwelling quarters, and to pay all telephone, light, and water rates in connection therewith.

18. All rents shall be paid by the Lessee into the Royal Bank of Canada, Steveston, B. C., to the account of Jitsue Wakita, acting for herself and as agent of the Lessors.

Form No. 2. Affidavit for Maker (Including Married Women).

Murphy & Chapman, Ltd., Printers and Stationers
Vancouver. B.C.

For Maker (including Married Women)

I hereby certify that on the day of 19 42
at Revelstoke, , in the Province of British Columbia,
Hajime Wakita and Yutaka Wakita
(whose identity has been proved by the evidence on oath of who is) personally known to me, appeared
before me and acknowledged to me that they are the person s mentioned in the annexed instrument as the
Maker s thereof, and whose name s subscribed thereto as parties and that they know the contents thereof,
and that they executed the same voluntarily, and are of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this day
of in the year of our Lord one thousand
nine hundred and forty two

.....
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Note:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED by the Lessors in the presence of D. Lundell.

D. Wakita

G. Wakita

SIGNED, SEALED AND DELIVERED by the Lessee in the presence of

H. J. Blackburn

SIGNED, SEALED AND DELIVERED by the Store Operator in the presence of

Jitsue Wakita

S C H E D U L E " A "

Merchandise in Store			$631.39	$631.39
STORE FIXTURES:				
Cookie case, 1 only			12.00	
Cash Register	"	359 Nationa l	75.00	#1142378
Scale	"	202 20 lbs.	75.00	
Coca Cola Cooler	"		175.00	3074-9
Desk	"		10.00	
Show Case (large)	3	only	150.00	
" " (small)	4	"	20.00	
Adding Machine	1	"	50.00	(Dalton 3 - 105053)
Clock	1	"	35.00	
Tables (large)	12	"	60.00	
Stove	1	"	5.00	
Oilcloth Hanger	1	"	15.00	
			$682.00	682.00
MERCHANDISE in Room (stored)				
Festival dolls	6	cases	450.00	
China Ware	11	"	300.00	
Straw Hats	1	"	35.00	
Christmas Dec.	1	"	25.00	
"Kanten" (Ingredeglass)			50.00	
			860.00	860.00
FIXTURES in Room (stored)				
Scale			50.00	
Tire			25.00	
Milling Machine			200.00	
Motor			100.00	
Hand Truck			10.00	
			385.00	385.00
FURNITURE & FIXTURES (Living Quarters)				
Chesterfield suite (1 large, 2 small)			100.00	
Bureaus	3	only	60.00	2 sent + 1 left.
Range, kitchen	1	"	100.00	
Heater, living room		"	50.00	
Washing machine	1	"	100.00	
Lawn Mower	1	"	35.00	
Sawdust Burner	1	"	20.00	
Table, small	1	"	7.00	
Carpet			30.00	
Tables	2		10.00	
			512.00	512.00
FURNITURE & FIXTURES (Stored in Attic)				
Beds	2	sets	50.00	
Rug			50.00	
Cash Register	3	only	150.00	
Book case	1	"	10.00	
Sewing Machine	1	"	75.00	
			335.00	335.00
				$3,405.39

DATED MAY 1942

HAJIME WAKITA and
YUTAKA WAKITA

Lessors

and

HENRY JAMES BLACKBURN
Lessee

and

JITSUE WAKITA
Store Operator

L E A S E

F. D. PRATT,
Barrister and Solicitor,
602 West Hastings St.,
Vancouver, B. C.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 13086 14179 15866

REG. No. 17192 p.

EXHIBIT

NAME Hajime WAKITA and Yutaka WAKITA

DATE
DECLARATION X
EVACUATION

INVENTORY
TAKEN BY From Copy of Lease
DATE 22 May 1942.

DETAILS OF CLAIM		SALE AUCTION	SALE R &C	SOLD WITH REAL PROP.
X Refused to fill in or sign Form JP on advice of their legal advisor F. Drewe Pratt				
Merchandise in Store	$631.39			
Store Fixtures:				
Cookie Case, 1 only	12.00	50		
Cash Register 1 only 359 National #1142378	75.00			
Scale, 1 only, 202 20 lbs.	75.00	35 00		
Coca Cola Cooler, 1 only, 3074-9	175.00	140 00		
Desk, 1 only	10.00	2 50		
Show Case (large) 3 only	150.00		22 50	
" " (small) 4 "	20.00	1 00	4 00	
Adding Machine, 1 only (Dalton 3-105053)	50.00		30 00	
Clock, 1 only	35.00			
Tables (large) 12 only	60.00		6 00	
Stove, 1 only	5.00			
Oilcloth Hanger, 1 only	15.00		3 00	
Merchandise in Room (stored)				
Festival dolls 6 cases	450.00			
China Ware 11 "	300.00			
Straw Hats 1 "	35.00			
Christmas Dec. 1 "	25.00			
"Kanten" (Ingleglass)	50.00			
Fixtures in Room (stored)				
Scale	50.00	16 00		
Tire	25.00			
Milling Machine	200.00		50 00	
Motor	100.00			
Hand Truck	10.00	3 25		
Furniture & Fixtures (Living Quarters)				
Chesterfield suite (1 large, 2 small)	100.00			
Bureaus, 3 only	60.00			
Range, kitchen 1 only	100.00	6 00		
Heater, living room, 1 only	50.00	2 25		
Washing machine, 1 only	100.00			
Lawn Mower, 1 only	35.00			
Sawdust Burner, 1 only	20.00			
Table, small 1 only	7.00			
Carpet	30.00			
Tables, 2 only	10.00			
Furniture & Fixtures (Stored in Attic)				
Beds, 2 sets	50.00			
Rug	50.00			
Cash Register, 3 only	150.00	140 00		
Book case, 1 only	10.00			
Sewing Machine, 1 only	75.00			
	3,405.39			
		K 3 55		
		F 70		
		M 75		
			(165 50)	
Truck	900 00		270 00	
Chattels	3405 39			
	4305 39	351 50	435 50	

Recap of claim:

$1137.00	Chattels specified, sold for	$512.00	
"	not " " "	5.00	
25.00	" abandoned		
35.00	" unaccounted for		
2208.39	" on lease - not found		
3405.39	" Claimed.		
900.00	Truck sold for	270.00	
$4305.39	- Claimed — Cash	$787.00	

13086
No 14179
15866
No. 17192p.

EXHIBIT No. _____

EXHIBIT No. 56-4
DATE 9 Feb. 1948
FILED BY J. W. G. Hunter

CASE No. _____

VENUE _____

SALE ON	SALE R &c	SOLD WITH REAL PROP.	On Lease ~~DEEX~~ NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
			631 39					Jitsue WAKITA states she will settle without Custodian assistance. See Ref.P.P.8F.
50								Appr. $1.50. See P.P.2.
			75 00					
00								
00								
50								
	22 50		50 00					2 found. Appr.$15. & $7.50. See P.P.2 & 3.
00	4 00							Appr. $2. @ - 2 sold, 2 auc. See P.P.2&3.
	80 00							Appr. $80. See P.P. 2.
						35 00		Removed to storage - no further trace.
	6 00		40 00					4 found. Appr.$1.50 @ & sold. See P.P.2&3.
					5 00			Appr. "No Value" See P.P.2.
	3 00							Appr. $3. See P.P. 2&3.
			450 00					
			300 00					
			35 00					
			25 00					
			50 00					
00								
			25 00					
	50 00							Appr.$100. See P.P.2 - See P.P.4&5 re tenders and final sale.
25								Appr. $7.50 See P.P.#2.
			100 00					
			60 00					
00								Appr. $15.00 - See P.P.2
25								Appr. $3.00 - " "
			100 00					
			35 00					
					20 00			Appr."No Value" See P.P.2
			7 00					
			30 00					
			10 00					
			50 00					
			50 00					
00								2 Appr. $60. & $40. See P.P.2 (3 sold)
			10 00					
			75 00					
5								
0								
5								
	(165 50)							
	270 00							See Veh. Summary at rear of Claim file.
	435 50		2208.39		25 00	35 00		

EXHIBIT No. 56 - 5
DATE 9 Feb. 1948
FILED BY J. W. G. Hunter

13086

April 27th, 1943.

Mr. Hajime WAKITA,
Registration No. 15866,
P. O. Box 435,
Revelstoke, B. C.

Dear Sir:

On February 23rd, 1943, we forwarded you three copies of the "JP" property declaration form, requesting you to complete the forms and return two copies to this office. So far we have had no reply.

As you own property at Steveston, please fill up the forms sent to you and return two copies to this office as quickly as possible.

A stamped addressed envelope is enclosed for your reply.

Yours truly,

"D. M. Chope"
Administration Department.

DMC/P.
Encl.

B.L.

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

March 25,1948 M. Wanstall

EXHIBIT No. 56 - 6
DATE 9 Feb. 1948
FILED BY J. W. G. Hunter

12966

June 14, 1943.

Mr. F. Drewe Pratt,
Barrister & Solicitor,
Bank of Nova Scotia Bldg.,
602 Hastings Street West,
Vancouver, B.C.

Dear Sir:

Re: Sajiro WAKITA

Your enquiry of June 8th is acknowledged.

The affairs of the Wakita family are complicated because of the fact that their declarations of ownership of properties have not been completed. Repeated requests for such declarations have been ignored. When the Custodian is properly informed as to the rights due to the persons concerned in respect of the various properties, he will be in a position to make the proper allocations. For your information, only a few days ago this office solicited the help of the agent of the B.C. Security Commission at Revelstoke in getting this family to puts its affairs in order.

As to the store about which you write on behalf of Mr. S. Wakita, according to our records, it appears to belong to Hajime and Yutaka WAKITA. Inasmuch as Sajiro WAKITA appears to be claiming an interest in this property, it will clearly be necessary for Hajime and Yutaka to release their claims, which arise from their being the registered owners, before his interest can be recognized. Furthermore, inasmuch as Yutaka WAKITA does not appear to be registered at all, it will be necessary for his identity and circumstances to be established before his interest can be handled properly.

Please answer Mr. S. Wakita that when proper and accurate declarations are forthcoming of all interests, allocations will be made without delay.

Yours truly,

Geo. Peters,
Administration Department.

GP:NDE

CC: FILES NOS.13086, 14095,
14179, 14255, 14256, 14257
& 14258.

B.L.

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

March 25, 1948 R. Wanstall

EXHIBIT No. 56 - 7
DATE 9 Feb. 1948
FILED BY J.W.G. Hunter

Steveston, B. C.

May 22nd, 1942

Miss Jitsue Wakita,
Steveston, B. C.

Dear Miss Wakita:

I understand that you are entering into an agreement with my husband whereby he is to take over the operation of your store at Steveston. You have also been good enough to give him the use of stock valued at $631.39. In consideration of this act on your part I undertake that, should he default in returning to you the said stock or the equivalent thereof whenever you return to take over the store, to be responsible to you for the said sum of $631.39 in stock or in money as may be desired by you.

Yours very truly,

"Vera M. Blackburn"

Witness

"W.A. Rennison"

B.L.

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

March 24, 1948. M. Wanstall

"8
F"

EXHIBIT NO. 56-8

DATE 9 Feb. 1948
FILED BY
J.W.G. Hunter

" 1945
See envelope"

May 12, 1942.

Dear Mr. & Mrs. Blackburn:

How's everything in Steveston? Business Keeping up?

As you know our agreement made on the store will expire on May 22nd of this month and the Custodian are trying to collect the $631.39 from you for things left in the store. I have written to Mr. D. Pratt who has made our agreement at that time to renew our agreement for another 3 yrs. We can just leave the agreement as it is so that you won't have to pay the money now. We can easily settle it when time comes when we can settle amongst ourselves. Dad thinks that it would be best to renew our agreement and leave everything just the same as we started from.

The Custodian as you know have no right whatever to dispose of our property and fixtures because we have definitely opposed to it and wrote them not to do so without our consent.

It is you , Mr. Blackburn, our whole family has depended and trusted to take care of our things so please do your best.

Well, I'm in a hurry today so I must stop.

Thanking you,

"Jitsue" mw

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

DATE: March 25, 1948 B.T. Larsen

Form C-246

ROYAL CANADIAN MOUNTED POLICE

No. T 125

EXHIBIT REPORT

HEADQUARTERS File No. | **SUB-DIV'N and File No.**

DIVISION and File No. E269-4-13-3 | **DETACHMENT and File No.** (E)

DATE March 11th 1942

Re: Jitsue WAKITA 76 Moncton St. Steveston B.C.
(Name of File)

On March 11,1942 (Date) **I** Goodfellow K.E. (Member's Name)

Came into possession of the following described goods by EXHIBIT NO. 56-9

SURRENDER UNDER O.I.C. P.C. 1486 DATE: 9 Feb. 1948
(State Authority from whom seized and place of seizure) FILED BY:
J.W.G. Hunter

No. OF EXHIBIT	No. OF PACKAGES	CAPACITY OR SIZE	DESCRIPTION OF EXHIBITS
			LICENSE NO. (42) CA 206 TIRE NUMBERS 4 MAKE & MODEL Chev Panel Del. 36 SERIAL NO. 6150200005 ENGINE NO. 5226088 SPEEDOMETER READING 22302 CONDITION Good EXTRA EQUIPMENT Nil DESCRIPTION & CONDITION VERIFIED Fenders Slightly Dented "Jitsue Wakita" Signature of Owner 04473 Japanese Registration No. Handed over to representative of Custodian whose signature in receipt thereof appears hereunder (Not Legible) DATE: March 11/42

CERTIFIED CORRECT

"K.E. Goodfellow"
(Signature of member submitting report)

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

DATE: March 25, 1948

EXHIBIT NO. 56-10

DATE 9 Feb. 1948
FILED BY:
J.W.G. Hunter

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
B. F. Lauer
DATE: March 25, 1948

12966

August 30, 1943

Mr. F. Drewe Pratt,
Barrister and Solicitor,
602 West Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: Sajiro WAKITA, Reg. No. 04472

For some months past the Custodian has endeavoured, partly through direct correspondence with the Japanese concerned, and partly with the assistance in Revelstoke of Mr. Maxwell, Government Agent, to obtain execution by each of the individuals mentioned below of "JP" registration forms on which they might list with the Custodian particulars of their assets and liabilities in the Protected Area.

Sajiro WAKITA	Registration No.	04472
Uno WAKITA	" "	04465
Hajime WAKITA	" "	15866
Masayo WAKITA	" "	05618
Nobuko WAKITA	" "	04244
Natsu WAKITA	" "	04398
Jitsue (Mrs. Minoru) NISHI	" "	04473

The last word we received from Mr. Maxwell was to the effect that Mr. Sajiro Wakita was going to consult his solicitor before completing the necessary forms.

If you have not already done so, we would appreciate your advising your client of his status as an evacuee whose affairs have vested in the Custodian and also the advisability of his completing relative "JP" forms and all the members of his family also completing relative "JP" forms in order that the Custodian may have complete information regarding the affairs of the Wakita family.

Without the particulars solicited, the Custodian is not in a position to effectively administer and protect the assets in the Protected Area of Mr. Sajiro Wakita and the members of his family.

mw

In order that our records may be complete, we would appreciate hearing from you also in this connection at your earliest convenience.

Yours truly,

RPA:MA

R.P. Alexander, Manager.

EXHIBIT NO. 56-11

DATE: 9 Feb. 1948
Filed By:
J. W.G. Hunter

F. DREWE PRATT
Barrister at Law, Solicitor
Notary Public

Bank of Nova Scotia Building
602 Hastings St. West

VANCOUVER, B.C.

September 9th, 1943.

R. P. Alexander, Esq.,
Manager,
Office of the Custodian
506 Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B.C.

Dear Sir:-

Your File - 12966.
Re Sajiro WAKITA

I have your letter of the 30th ultimo requesting that your form "JP" be completed by seven members of the Wakita family.

I have received a letter from Mr. Wakita regarding your request and asking to be advised as to the effect of same.

I suggest that you let me have a copy of the form you desire to have executed in order that I may advise my client whether or not the same should be completed. Also, the power under which such form should be completed, if you have evidence of same.

I am,

Yours very truly,

"F. Drewe Pratt"

FDP/M

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

DATE: March 25, 1948 B. T. Lauser

EXHIBIT NO. 56-12

DATE: 9 Feb. 1948
FILED BY:
J.W.G. Hunter

12966 September 14, 1943.

Mr. F. Drewe Pratt,
Barrister and Solictor,
602 West Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: Sajiro WAKITA

Thank you for your letter dated September 9th. We are sending to you attached one copy of our regular JP registration form and one of our yellow 'no property' declaration cards and one copy of the Consolidated Regulations Respecting Trading with the Enemy (1939).

The JP registration form is customarily completed by all individuals of the Japanese race whose affairs have vested in the Custodian under Order-in-Council P.C. 1665, and the yellow 'no property' declaration card is completed by the same individuals who have no property to declare.

It is not obligatory for Mr. Wakita or the members of his family to complete either of the forms mentioned, but completion by them of such forms would enable the Custodian as a result of information revealed to effectively administer and protect said assets.

Yours truly,

R. P. ALEXANDER,
Manager

RPA:MA
Encs.

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

DATE: March 25, 1948

B. T. Larsen

COULTHARD, SUTHERLAND & CO. LTD.
Estate & Insurance Agents
Car Financing

609 Columbia Street,

New Westminster, B.C.

26th April, 1944.

Catalogue #836

File #14179/13086

EXHIBIT No. 56-13
DATE 3 Oct. 1949
FILED BY D. J. Braidwood

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

Dear Sir:-

Re: Lots 6 and 7, Block 5, Sec. 10, B3N/7W
Map 249, Steveston Townsite

This property is located at #76 Moncton Street and rented to H.J. Blackburn for $15. per month, including water. Large general store on two 44 x 120' Lots, 3 fruit trees. Building cheap frame construction 28 x 60' and additions 24 x 58'. Old shed at rear which has been damaged by fire. Exterior - Siding, roof leaks, building badly sagged and out of plumb, indicating foundation entirely gone. Living quarters of three rooms and two in attic. Interior - V. joint, City light and water, Plumbing - Sink and toilet, stove heated. Good corner location.

VALUATION: Building $2552.50

Lot lots 484.
$3036.50

Yours very truly,

Coulthard, Sutherland & Co. Ltd.

"F. H. COULTHARD"

F.H. Coulthard.

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

March 27, 1950. G. Norrington

1.-082.16 E - 9813 Nov. 8-43

PAID

EXHIBIT No. 56-14
DATE 3 Oct. 1949
FILED BY D. J. Brandwood

THE CORPORATION OF THE TOWNSHIP OF RICHMOND
RICHMOND TOWN HALL, Brighouse, B.C.

TAX NOTICE, 1943.

TO H & Y WAKITA

c/o Custodian

Roll No.	Lot	Block	Sec.	Block North	Range West	Map	Value of Land	Value of Impr'vts	Taxable Value
4558 9	6/7	5	10	3	7	249	1035	3800	2935

1943 Rates Bylaw	$ 64.56	
Steveston Local	2.60	
	67.16	66.39
Arrears of Water 1942	15.00	15.00
Interest	.77	.77
		$ 82.16

PART PAYMENT ONLY

Taxes in Arrears

This property will be sold for taxes on September 30th IN THE YEAR FOLLOWING THIS NOTICE, unless the taxes are sooner paid.

I hereby certify that the foregoing is a true extract of that which it purports to be a copy.

March 27, 1950.

G. Farrington

Files 13086 and 14179

EXHIBIT No. 56 - 15
DATE Jan. 30 - 1950
FILED BY
F. L. Pratt.

November 21st, 1949

MEMORANDUM

Claim 56. Ex 15.

H.J.B. comm.r.

TO: Mr. JUSTICE BIRD
MR. SHEARS
MR. BRAIDWOOD

FROM: MR. GOOD

Re: Case No. 56
WAKITA, Hajime and WAKITA, Yutaka
Real Property Claim $11,500.00

Mr. Justice Bird phoned me on Friday afternoon, 18th November for some further information on the above case.

I find that Mr. Pratt says (transcript page 75, line 20) that the property was insured for $10,000.00. The insurance policies (in Custodian possession) total only $4,750.00 made up of policy $2,500.00 covering General Store and Dwelling, policy $1,500.00 covering rooming house at rear of store, policy $750.00 covering office furniture and fixtures in store $375.00, household furniture, etc. $375.00.

Mr. Grant (transcript page 48N, line 13) says insurance adjustment was $5,000.00 after the fire in 1937 or 1938. Mr. Vaughan of Ceperley, Rounsefell Company, Pacific 3521 informs me that the fire occurred on the 6th February, 1934 and they paid $3,333.34 on stock only. Up to the present I have been unable to find who carried the insurance on the building in 1934, but I am pursuing enquiries.

Lease, 22nd May, 1942 - Wakita to Blackburn covered three years at $180.00 per year including occupancy of living quarters, furnishings of living quarters, use of store fixtures and equipment, use of store stock at wholesale value of $631.39, which is to be refunded or returned to Wakita at end of term.

Mr. Coulthard says (transcript page 73, line 23, etc.) that he was not influenced by this lease amount when making his appraisal.

Mr. Blackburn, Wakita's lessee and purchaser from the Custodian (at $3,050.00 as at the first August, 1944) was interviewed on Saturday, 19th November, 1949 by Mr. Cuming of the Custodian Office and gave the following information, which he is prepared to give under oath before the Commissioner.

When Blackburn took over from Wakita under the lease the building was just a shell. The damage caused by the fire consisted only of scorching of the inside of the roof and rafters on the rear shed only. No repairs were effected by Wakita and in Blackburn's opinion $5,000.00 insurance adjustment for building damage only would be ridiculous.

The roof was leaking like a sieve and the buckets, pails and coal scuttles placed by Wakita to catch the rain leaks are still in the attic where placed by Wakita before evacuation. Building was unpainted inside and out, and lined only with dirty "V" joint. Blackburn painted the building inside and out, removed old partitions, installed new fluorescent fixtures and counters, etc., new roof, repaired floors, new foundations, repaired windows, etc. Could not estimate exact amount expended but is looking up his bills of costs.

Blackburn leased the premises to Douglas C. Mansell, 1111 Broughton Street on a two year lease, October 1946 to October 1948 at $150.00 per month, furnishings of living quarters included, also stock at cost, two rooms in the living quarters reserved for Blackburn's use for one year only. Mansell was unable to make enough profit to pay the above rental and Blackburn had to take over the property and business on January 19th, 1948.

When Blackburn heard that the Custodian was going to sell Japanese properties he visited Wakita in Revelstoke and made a proposition for Wakita to loan Blackburn sufficient money to buy the property, which he would hand back to Wakita when the latter

was allowed to return to Steveston. If Wakita was not allowed to return to Steveston Blackburn would finish repaying the loan to Wakita.

Blackburn made a second trip to Revelstoke to again see Wakita, putting forward the same proposition. Wakita would not accept and stated that it was better to allow the property to be sold by the Custodian and he would collect damages from the Government.

When the war was almost over Wakita visited Steveston and Blackburn gave him a note stating that Wakita could purchase the property from him at the same price which Blackburn paid to the Custodian providing this was done within one year after the end of the war. This note is in Mr. Pratt's possession.

Wakita visited Blackburn at Steveston about the first November, 1949 and on his return wrote Blackburn a letter, which was received by him on 18th November, 1949. In this letter Wakita offers Blackburn $6,000.00 for the property in its present condition, plus $3,000.00 for all fixtures and cost price for all stock. Blackburn has this letter in his possession and is prepared to hand it to the Commissioner.

I contacted Mr. Mansell by telephone this morning at Tatlow 3019 and he informed me that his lease from Blackburn was for 5 years from 26th October, 1946 and that he handed the business back to Blackburn on the 19th of January, 1949 because of inability to make sufficient profit to pay the monthly payments of $150.00. He says that $75.00 per month "would have been plenty high."

Signed "B. Good"

BG:BK


BAPCO COPPER PAINT
S.WAKITA

Ef. 16 -

EXHIBIT No. 5-6 - 16

DATE Jan. 30 - 1950

FILED BY

F. L. Peaks

EXHIBIT No. 5-6-16.
DATE Jan. 30-1950
FILED BY
F. L. Pratt.

PHONE STEVESTON 32

P.O. BOX 649

Blackburn General Store

76 Mountain Street

STEVESTON, B.C.

April 11/47

Mr ~~H.A.~~ Hajime & Yutaka Wabita.
~~Mrs Wabita~~

I intend to sell you the ~~property~~ store property when I get my business ~~that~~ finished up in Steveston I will try and have it cleared up this fall if possible. If I collect my accounts I am willing to give you the store back for what I payed for it

EXHIBIT No. 5-6-17.
DATE Jan. 30-1950
FILED BY
F. H. Brath.

H. Blackburn

Wit. Vera Blackburn.

Wit. ~~Jas~~ Campbell.

506 Royal Bank Bldg.,
Vancouver, B.C.

12966

Sept. 14, 1943.

EXHIBIT No. 56-18
DATE Jan. 30-1950
FILED BY F. D. Pratt

Mr. F. Drewe Pratt,
Barrister and Solicitor,
602 West Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: Sajiro WAKITA

Thank you for your letter dated September 9th. We are sending to you attached one copy of our regular JP registration form and one of our yellow 'no property' declaration cards and one copy of the Consolidated Regulations Respecting Trading with the Enemy (1939).

The JP registration form is customarily completed by all individuals of the Japanese race whose affairs have vested in the Custodian under Order-in-Council P.C. 1665, and the yellow 'no property' declaration card is completed by the same individuals who have no property to declare.

It is not obligatory for Mr. Wakita or the members of his family to complete either of the forms mentioned, but completion by them of such forms would enable the Custodian as a result of information revealed to effectively administer and protect said assets.

Yours truly,

"R. P. ALEXANDER"

R. P. Alexander,
Manager.

RPA:MA
Encs.

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

March 27, 1950. G. Norrington

January 2nd 1948.

F. Drewe Pratt, Esq.,
Barrister and Solicitor,
602 W. Hastings St.,
Vancouver, B.C.

Dear Sir,

Re: Saijiro Wakita (Reg.No.04472)
Hajime Wakita and Yukata Wakita
(15866 and 17192)

We acknowledge receipt of your letters of the 24th ult., enclosing the above claims, which are receiving our attention.

Yours truly,

A. WATSON
Per.

SECRETARY.

W.

F Drewe Pratt
BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

acknowledged F.D.P.

CABLE ADDRESS "MACMOR"
VANCOUVER, CANADA
TELELPHONE: TAtlow 1051

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

December 24, 1947.

Commission for Japanese Claims,
675 W. Hastings St.,
Vancouver, B.C.

Attention - Mr. Watson.

Dear Sir:-

Re - Hajime Wakita and Yukata Wakita
RCMP Reg. Nos. 15866 & 17192 respectively :

I now enclose form of claim, in duplicate on behalf of the above, and would ask you to kindly acknowledge receipt of same.

I am,

Yours very truly,

F.D.PRATT

Per L. Westall

FDP/W.

Encls. 2.

A. Drewe Pratt
BARRISTER AT LAW, SOLICITOR
NOTARY PUBLIC

acknowledged 24/12/47.

CABLE ADDRESS "MACMOR"
VANCOUVER, CANADA
TELELPHONE: TATLOW 1051

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

December 24, 1947.

Commission for Japanese Claims,
675 W. Hastings St.,
Vancouver, B.C.

Attention - Mr. Watson :

Dear Sir:-

Re - Saijiro Wakita, (RCMP) Reg.No.04472 :

I now enclose form of claim, in duplicate on behalf of the above, and would ask you to kindly acknowledge receipt of same.

I am,

Yours very truly,

FDP/W.

ENCS. 2.

Files 13086 and 14179

November 21st, 1949

MEMORANDUM

TO: MR. JUSTICE BIRD
MR. SHEARS
MR. BRAIDWOOD

FROM: MR. GOOD

Re: Case No. 56
WAKITA, Hajime and WAKITA, Yutaka
Real Property Claim $11,500.00

Mr. Justice Bird phoned me on Friday afternoon, 18th November for some further information on the above case.

I find that Mr. Pratt says (transcript page 75, line 20) that the property was insured for $10,000.00. The insurance policies (in Custodian possession) total only $4,750.00 made up of policy $2,500.00 covering General Store and Dwelling, policy $1,500.00 covering rooming house at rear of store, policy $750.00 covering office furniture and fixtures in store $375.00, household furniture, etc. $375.00.

Mr. Grant (transcript page 48N, line 13) says insurance adjustment was $5,000.00 after the fire in 1937 or 1938. Mr. Vaughan of Ceperley, Rounsefell Company, Pacific 3521 informs me that the fire occurred on the 6th February, 1934 and they paid $3,333.34 on stock only. Up to the present I have been unable to find who carried the insurance on the building in 1934, but I am pursuing enquiries.

Lease, 22nd May, 1942 - Wakita to Blackburn covered three years at $180.00 per year including occupancy of living quarters, furnishings of living quarters, use of store fixtures and equipment, use of store stock at wholesale value of $631.39, which is to be refunded or returned to Wakita at end of term.

Mr. Coulthard says (transcript page 73, line 23, etc.) that he was not influenced by this lease amount when making his appraisal.

Mr. Blackburn, Wakita's lessee and purchaser from the Custodian (at $3,050.00 as at the first August, 1944) was interviewed on Saturday, 19th November, 1949 by Mr. Cuming of the Custodian Office and gave the following information, which he is prepared to give under oath before the Commissioner.

When Blackburn took over from Wakita under the lease the building was just a shell. The damage caused by the fire consisted only of scorching of the inside of the roof and rafters on the rear shed only. No repairs were effected by Wakita and in Blackburn's opinion $5,000.00 insurance adjustment for building damage only would be ridiculous.

The roof was leaking like a sieve and the buckets, pails and coal scuttles placed by Wakita to catch the rain leaks are still in the attic where placed by Wakita before evacuation. Building was unpainted inside and out, and lined only with dirty "V" joint. Blackburn painted the building inside and out, removed old partitions, installed new fluorescent fixtures and counters, etc., new roof, repaired floors, new foundations, repaired windows, etc. Could not estimate exact amount expended but is looking up his bills of costs.

Blackburn leased the premises to Douglas C. Mansell, 1111 Broughton Street on a two year lease, October 1946 to October 1948 at $150.00 per month, furnishings of living quarters included, also stock at cost, two rooms in the living quarters reserved for Blackburn's use for one year only. Mansell was unable to make enough profit to pay the above rental and Blackburn had to take over the property and business on January 19th, 1948.

When Blackburn heard that the Custodian was going to sell Japanese properties he visited Wakita in Revelstoke and made a proposition for Wakita to loan Blackburn sufficient money to buy the property, which he would hand back to Wakita when the latter was allowed to return to Steveston. If Wakita was not allowed to return to Steveston Blackburn would finish repaying the

the loan to Wakita.

Blackburn made a second trip to Revelstoke to again see Wakita, putting forward the same proposition. Wakita would not accept and stated that it was better to allow the property to be sold by the Custodian and he would collect damages from the Government.

When the war was almost over Wakita visited Steveston and Blackburn gave him a note stating that Wakita could purchase the property from him at the same price which Blackburn paid to the Custodian providing this was done within one year after the end of the war. This note is in Mr. Pratt's possession.

Wakita visited Blackburn at Steveston about the first November, 1949 and on his return wrote Blackburn a letter, which was received by him on 18th November, 1949. In this letter Wakita offers Blackburn $6,000.00 for the property in its present condition, plus $3,000.00 for all fixtures and cost price for all stock. Blackburn has this letter in his possession and is prepared to hand it to the Commissioner.

I contacted Mr. Mansell by telephone this morning at Tatlow 3019 and he informed me that his lease from Blackburn was for 5 years from 26th October, 1946 and that he handed the business back to Blackburn on the 19th of January, 1949 because of inability to make sufficient profit to pay the monthly payments of $150.00. He says that $75.00 per month "would have been plenty high."

BG:BK

Jan.13th/50.

#56 - WAKITA

Commissioner suggests necessity for thorough investigation.

"If Blackburn is to be called at all he be called as a witness called by myself and open to cross-examination by both sides. ....
Should be investigated: the fact it was surrendered after a period of time due to the fact that the tenant was unable to pay rental; also Blackburn's visit to Wakita in Revelstoke; and the further fact that when the war was over Wakita visited Steveston and Blackburn gave him a note stating that Wakita could purchase the property from him at the same price which Blackburn paid to the Custodian

Vancouver,B.C.,
28th March,1950.

Darrell Braidwood, Esq.,
525 Seymour St.,
Vancouver,B.C.

Dear Braidwood:

re Case No.56 - Hajime
Wakita.

I am enclosing letter received from F.D. Pratt under date of March 18th with enclosures mentioned.

Mrs. Wakita was not a necessary witness. Wakita and his daughter I think were necessary. In my opinion $60.00 is ample to cover Wakita's return transportation from Revelstoke, and Mrs. Nishi's return transportion from Kamloops. There is no necessity for either of these witnesses to attend in Vancouver for more than one day.

Will you call me in this connection. Subject to any submissions you have to make on the subject, I would fix the witnesses' expenses at $60.00. Will you provide for payment.

Yours truly,