

Name of Claimant

NO. 1. DISTRICT FISHERMEN'S ASSN Case 1312

Custodian File

<u>REAL PROPERTY</u>										Total	
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
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	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount		
		4750.		475.00	52.35 00					527.35	
<u>PERSONAL PROPERTY</u>											
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 & Recorded Now Missing	45% of amount in next preceding column				
<u>NETS</u>											
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
<u>MISCELLANEOUS CHATELS</u>											
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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
TOTAL RECOMMENDATION										527.35	



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CASE NO: 1312

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,  
December 1, 1948.

IN THE MATTER OF THE CLAIM OF  
NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

PROCEEDINGS AT HEARING

Original.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

HIS HONOUR, JUDGE J.A. MCGIBBON, SUB-COMMISSIONER.

Toronto, Ontario,  
December 1, 1948.

IN THE MATTER OF THE CLAIM OF  
NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

PROCEEDINGS AT HEARING

APPEARANCES:

K.A. CHRISTIE, ESQ., K.C., appearing for the  
Dominion Government.

F.A. BREWIN, ESQ., appearing for the  
Claimant.

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A. SMITH, ESQ., Secretary,  
G.N.R. UPTON, ESQ., Official Interpreter,  
A.G. VEITCH, ESQ., Official Reporter.



M. Noguchi  
Exam.

CASE NO: 1312

NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

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2  
3 ---M. Noguchi, representing No. 1 District Fishermen's  
4 Association.

5  
6 M. NOGUCHI, having been first duly sworn,  
7 testified as follows:

8 DIRECT EXAMINATION BY MR. BREWIN:

9 Q. You are the secretary of the No. 1 District  
10 Fishermen's Association? A. I am.

11 Q. Is that correct? A. Yes.

12 Q. I am not sure I have the legal situation  
13 correct, but that is a co-operative incorporated  
14 under the laws of British Columbia?

15 A. It was incorporated under the Society Act  
16 of British Columbia.

17 Q. And I understand that there were roughly  
18 about 420 different members of the Association?

19 A. Yes. 400 members are fishermen and 20 members  
20 are fish buyers. Altogether about 400 members  
21 definite but 20 members sometimes more or less.

22 Q. And it was, I assume, operated on co-operative  
23 principles? A. It was  
24 run by co-operative systems.

25 Q. What was the nature of the Association's  
26 business? A. That

27 Association more or less was kind of a labour union,  
28 and as part of its activity we did a certain amount  
29 of business.

30 Q. What type of business?

A. Buying and selling fish.



1 Q. With respect to the members of the Association,  
2 were they, as the title indicates, fishermen?

3 A. Yes, they are fishermen.

4 Q. And were you in the wholesale fish business?  
5 Is that what you call it? Did you buy fish from the  
6 fishermen who were members?

7 A. Well, it is not a wholesale; just 400 fisher-  
8 men deliver their fish according to our instructions.

9 Q. To whom do you sell the fish?

10 A. To the canning companies.

11 Q. In other words, you represent in a sense the  
12 fishermen in looking after the sale of their fish to  
13 canning companies and other concerns?

14 A. Exactly.

15 Q. Of your 420 members were most of them resident  
16 in Canada?

A. The  
17 majority of them are still living in Canada.

18 Q. By "majority" do you mean a substantial  
19 majority?

A. Yes.

20 Q. And I suppose that would have been true in  
21 the last two years consistently that a substantial  
22 majority lived in Canada. Is that right?

23 A. Yes.

24 Q. And is it like every co-operative association  
25 that each individual member only owns one share?

26 A. It was owned on a membership basis. They  
27 were not putting up any money, so there were no  
28 shares at all.

29 Q. You have authority from the Association to  
30 present this claim?

A. Yes.



1 Q. You have consulted the other directors?

2 A. Yes.

3 Q. Have you written authority?

4 A. Well, in the last meeting before evacuation  
5 we had a directors' meeting. At that meeting a  
6 resolution was passed that all the association's business  
7 is entrusted to me until the war is over. That means,  
8 in other words, until they returned to B.C. again.

9 Q. I should ask you this question: Your original  
10 claim included a claim for real estate and also for  
11 certain chattels? A. Yes.

12 Q. But I understand you are not presenting the  
13 claim for the chattels?

14 A. I want to withdraw that.

15 Q. So that the only claim we have here is in  
16 regard to real estate? A. Yes.

17 Q. Your claim in respect of the real estate  
18 consists of a number of lots. Have you a survey or  
19 sketch of the lots?

20 You are producing what appears to be a plan of  
21 part of block 13, section 10, block 3 north, lane 7 west,  
22 New Westminster District? A. Yes.

23 Q. This plan is made by Burnett and McGoogan,  
24 surveyors of New Westminster, apparently made in 1929  
25 and shows the lots which were the property of the  
26 Association and in respect of which you are claiming.  
27 Is that right? A. Yes.

28 Q. I see it says that the work done in black  
29 ink was carried out on June 21 and 22, 1937. I  
30 suppose that means the survey was brought up to date?



1 A. Yes.

2 Q. The No. 1 District Fishermen owned Lot 1  
3 shown in the northwest corner of the plan, I understand.  
4 Is that right? A. Yes.

5 Q. And you are making a claim in respect to Lot 1  
6 shown on the plan? A. Yes.

7 Q. I understand you are also making a claim in  
8 respect to lot 6-A? A. Yes.

9 Q. Seven? A. Yes.

10 Q. Eight? A. Yes.

11 Q. Nine? A. Yes.

12 Q. And ten? A. Correct.

13 Q. Shown also on the west side of the plan; is  
14 that right? A. Yes.

15 Q. And I see at the bottom of the plan is shown  
16 the Fraser River? A. Yes.

17 Q. Perhaps I should call your attention to the  
18 fact that there is a Lot 11 shown next to the Fraser  
19 River and south of lot 10. Is that right?

20 A. Yes.

21 Q. Perhaps we will deal first of all with lot 1.  
22 Was it a vacant lot? A. It is a  
23 vacant lot.

24 Q. And I can see that it is separated by some  
25 considerable distance from the other lots which you  
26 owned? A. Yes.

27 Q. And it fronts on to Chatham Street?

28 A. Yes, sir.

29 Q. I notice the lot is described here as having  
30 a frontage of 83.92 feet? A. Yes.



1 Q. And a depth of 66 feet? A. That is  
2 right.

3 Q. Did you use that lot for any purpose? I  
4 mean, did the Association use it at all?

5 A. We were not using that vacant lot for our  
6 Association's activities so far but we had intentions  
7 to build our offices on that vacant lot.

8 Q. Have you furnished Mr. Best, your solicitor,  
9 with some material in regard to ---

10 THE SUB-COMMISSIONER: Are you filing that plan?

11 MR. BREWIN: Yes.

12 (PLAN, MARKED EXHIBIT NO. 1)

13 Q. Have you furnished Mr. Best with some material  
14 in respect to Lot 1?

15 A. On the west side of Lot 1 there was quite a  
16 big swampy land on which both buildings, shop is  
17 erected.

18 Q. You are telling us that to the west of Lot 1  
19 there was first of all some swampy land, and there was  
20 a boat building shop somewhere. Is that right?

21 A. Yes. Excuse me. The title shows block 15  
22 of section 10.

23 Q. Do you remember block 15, section 10? You  
24 were saying that to the west here was this swampy  
25 ground and then this boat building shop. Is that what  
26 you call it? A. Yes, sir.

27 Q. Have you completed this form with respect to  
28 real estate other than farm, dealing with lot 1?

29 A. Yes, sir.

30 Q. Is that -- A. That is my signature.





1 A. And are the facts stated there true to the  
2 best of your information and belief?

3 A. Yes.

4 Q. I do not know whether it would be convenient  
5 to put in all of these three at the same time. Have  
6 you done the same with respect to lots 6-A and 7?

7 A. Yes.

8 Q. And also lots 8, 9 and 10? A. Yes.

9 Q. In each case those are your signatures?

10 A. Yes.

11 Q. And to the best of your knowledge are the  
12 facts stated there correct? A. Yes.

13 (PARTICULARS OF REAL ESTATE OTHER THAN FARM -  
14 3 FORMS - MARKED EXHIBIT NO. 2)

15 MR. BREWIN: I wonder if my friend would like at  
16 this stage to produce the valuations?

17 MR. CHRISTIE: I am tendering as Exhibit 3 a  
18 valuation of Johnson, Reeve & Watson, dated June 27,  
19 1944. This valuation is of lot 1, block 15, section 10.  
20 The appraised value is \$200;

21 And an appraisal of Johnson, Reeve & Watson again  
22 dated June 27, 1944, lots 6-A and 7, and the appraised  
23 value is \$350.

24 As I have said, that deals with lots 6-A and 7,  
25 your honour.

26 There is a length appraisal of Johnson, Reeve &  
27 Watson dated June 27, 1944, and it is an appraisal of  
28 lots 8, 9 and 10. The total appraised value is  
29 \$3,000 - that is, \$1,000 for the land and \$2,000 for  
30 the improvements.

(APPRAISALS, MARKED EXHIBIT NO. 3)



1 MR. BREWIN: Q. Dealing with lot 1, again, Mr.  
2 Noguchi, I see you state it was a good site for a  
3 house or business property. Why would you say that?

4 A. Because the location of that property is  
5 right at the end of Chatham Street, right on the  
6 corner, and that is what we call a corner lot, and it  
7 is very close to the Canadian Pacific ferry boat.

8 Q. I wonder if you would point out to us where  
9 the Canadian Pacific ferry boat goes from the plan?

10 A. Here is the Canadian Pacific ferry boat.

11 Q. It is written in, "Canadian Pacific Railway"?

12 A. Yes.

13 Q. That is apparently lot 12 ---

14 A. Very close to here.

15 Q. --- on the south part of the plan? A. Yes.

16 Q. That is where the ferry was? A. Yes.

17 Q. And you come down 7th Avenue ---

18 A. It is only about 200 feet away.

19 Q. This is in Steveston, of course. To where  
20 does the ferry go?

21 A. Running between Victoria and Steveston, and  
22 running twice daily.

23 Q. You say it was a very useful and valuable  
24 location in your opinion because of it being on  
25 Chatham Street and close to the ferry? A. Yes.

26 Q. Anything else?

27 A. There is no access to the boat builders' shop  
28 on the west side of the property.

29 Q. Do you mean by that that lot 1 should be used  
30 as access to it? A. Yes.



1 Q. Perhaps you will give that in a little more  
2 detail. Where is the swamp of which you are speaking -  
3 practically all down the west side?

4 A. Yes.

5 Q. Of this plan? A. Yes.

6 Q. Is that right? A. Yes.

7 Q. Where is the boat building shop?

8 A. On the waterfront.

9 Q. It is on the waterfront? A. Yes.

10 Q. On the front of what is described here as  
11 section 9? A. This  
12 waterfront going this way (indicating).

13 Q. You say "this way." The waterfront on the  
14 Fraser runs along the south of the whole plan?

15 A. Yes.

16 Q. And the property to the west of what is shown  
17 in this plan? A. Yes.

18 Q. And right on the waterfront? A. Yes.

19 Q. Is where this boat building shop is?

20 A. Yes.

21 Q. And you are telling us that lot 1 would be  
22 useful to get access to it. Would you not have access  
23 along Chatham Street here?

24 A. No. This is the end of the street.

25 Q. That is the end of the street?

26 A. Yes. There are houses on these lots.

27 Q. You say the access to this boat building plant  
28 is blocked by the fact that any other lots on the west  
29 side of this plan are built up?

30 A. That is right.



1 Q. How, in fact, did they get to the boat building  
2 shop? A. They were actually using  
3 Lot 1 as access, and are now.

4 Q. But at the time you were there ---

5 A. That boat building shop was built in 1941.

6 Q. The boat building shop was built in 1941?

7 A. That is right.

8 Q. But, did they have any arrangement with you,  
9 with your association in 1941, as to the use of Lot 1  
10 for access? A. My idea was

11 unless we decided to build the office on Lot 1 we  
12 would have been willing to let them use it.

13 Q.' I think Mr. Reeve refers to that situation.

14 He says:

15 "To the west of the property there is a boat  
16 "building plant, on section 7. I understand  
17 "that there is no convenient access to this  
18 "plant, and believe that to avoid the expense  
19 "of building a bridge over the drainage ditch  
20 "to the north of the plant, the owners of this  
21 "part of section 9 might be interested in buying  
22 "this lot as a means of direct access from 7th  
23 "Avenue and the west end of Chatham Street."

24 He then goes on to say that he thinks a fair value  
25 is \$200, with which you obviously do not agree, but  
26 you do agree with his other comment?

27 A. Yes.

28 Q. The only thing he could do would be to build  
29 a bridge? A. Yes.

30 Q. You say that in fact you understand they are



- 1 using Lot 1? A. Yes.
- 2 Q. For that purpose? A. Yes.
- 3 Q. Since you have left? A. Yes.
- 4 Q. In respect to Lots 6-A and 7, am I right in  
5 my recollection that there was a building on there?  
6 Was there a building on lots 6-A and 7?  
7 A. Yes; just an old building.
- 8 Q. An old building? A. Yes.
- 9 Q. It is described by you as a saltery building?  
10 A. Yes. Actually it was not used for salting  
11 purposes.
- 12 Q. And it was your intention to pull down that  
13 building? A. Yes, sir.
- 14 Q. And erect what sort of building in its place?  
15 A. After we got more production we are going to  
16 use that place as our warehouse.
- 17 Q. You were going to use it as a warehouse?  
18 A. Yes.
- 19 Q. Mr. Reeve says:  
20 "The land is outside the dyke but is level with  
21 "the road, 7th Avenue ---"  
22 A. Yes.
- 23 Q. He says:  
24 "It is subject to flooding at high tide."  
25 What do you say about that?  
26 A. That part will never be submerged under the  
27 water.
- 28 Q. It would never be submerged under the water?  
29 A. No.
- 30 Q. Was it ever submerged while you were there?



1 A. No, not that I know of.

2 Q. I understand you have been a fisherman for  
3 30 years?

4 A. I, myself, am  
5 not a fisherman but I was in the fishing business for  
6 30 years.

7 Q. Were you familiar with this property before  
8 you went there?

A. Yes.

9 Q. And would you be likely to have heard if it  
10 had been flooding there in previous years?

11 A. Not for 30 years, anyway. That place, 6-A and  
12 7, never go under water.

13 Q. You know for the past 30 years, at any rate,  
14 6-A and 7 were not under the water?

15 A. No.

16 Q. How high did the tide come?

17 A. How do you mean?

18 Q. We have a plan with lots 6-A, 7 and 8, 9, 10  
19 and 11?

A. Yes.

20 Q. I would like you to say what was about the  
21 highest the water came at high tide?

22 A. I cannot quite get you. What do you mean  
23 "high"?

24 Q. How far up you can show in relation to these  
25 lots?

A. It comes up as far north  
as lot 7.

26 Q. What part of lot 7?  
27 the front part.

28 Q. When you say the front part, your finger is  
29 pointing to the boundary between Lots 7 and 8?

30 A. Yes. There is a big high bank there.



1 Q. Between the two lots? A. Yes.

2 Q. Which would show approximately the margin  
3 of the two lots? A. Yes.

4 Q. And beyond that high bank the water did not  
5 come. Is that right? A. That is right.

6 Q. And does that mean that lots 8, 9 and 10  
7 would be submerged at high tide?

8 A. Not only at high tide but always under water,  
9 8, 9 and 10.

10 MR. CHRISTIE: That is the third valuation?

11 MR. BREWIN: Q. But you definitely would not  
12 agree with Mr. Reeve's statement that they are subject  
3 13 to flooding at high tide, referring to lots 6 and 7?

14 A. It cannot be.

15 Q. I would like to ask you in respect of these  
16 other lots, 8, 9 and 10, what was on them? You said  
17 they were submerged but did you have any floating  
18 buildings or anything of that sort there?

19 A. We had a wharf and warehouse.

20 Q. You had a wharf and warehouse?

21 A. Yes; on 8, 9 and 10.

22 Q. With respect to Lots 8, 9 and 10, where were  
23 the wharf and the warehouse?

24 A. The wharf covers 8, 9 and the middle part  
25 of 10.

26 Q. Where is your warehouse?

27 A. Alongside these two; north, on this side  
28 (indicating.).

29 Q. The warehouse was on the east side of these  
30 lots? A. Yes.



1 Q. And extended down to the middle of lot 10?

2 A. Yes.

3 Q. And, the wharf? A. Alongside this  
4 wharf there (indicating).

5 Q. You are pointing towards the other side of  
6 the lot? A. Yes, sir.

7 Q. Were the wharf and the warehouse used by the  
8 Association? A. Yes, in 1940 and 1941.

9 Q. What would you say as to the suitability of  
10 this location for a wharf and warehouse?

11 A. It is the most suitable location in that  
12 fishing town of Steveston because it is located far  
13 west of the town and it is nearest to the fishing  
14 grounds, so it is very handy for the fishermen to deal  
15 with the fish and, at the same time, it is very handy  
16 for us to ship out all our production by steamer.

17 Q. And, was the rest of the waterfront around  
18 that area occupied? A. Pardon?

19 Q. Was the rest of the waterfront in that area  
20 occupied? A. Yes. They  
21 were all occupied by the big canning company.

22 Q. And supposing anybody had wished to purchase  
23 waterfront property for the purpose of wharfage and  
24 using it to bring in fish or in connection with  
25 fisheries, was there other similar property available?

26 A. I think it is absolutely impossible to  
27 purchase even one foot of frontage in the town of  
28 Steveston because they are all owned by canning  
29 companies.

30 Q. You mean waterfront lots?





1 A. Yes, waterfront lots.

2 Q. And I understand that you had - or, am I  
3 right - after you bought this property, renovated it,  
4 referring to the company when I say "you"?

5 A. Yes, we did.

6 Q. When was that done? When was the renovation  
7 completed? A. Pardon?

8 Q. I was asking you about the renovation?

9 A. That building was a kind of old one so right  
10 after we occupied that building we re-shingled the  
11 roof and repaired all of the east side of the ware-  
12 house so that we could use that, and also we did  
13 repairing of the front of the wharf.

14 Q. I notice that south of lot 10, which you own,  
15 was lot 11? A. Yes.

16 Q. Do you know who owned lot 11?

17 A. The Anglo-British Columbia Packing Company.

18 Q. And that, of course, was totally under water?

19 A. Yes.

20 Q. Did their ownership of lot 11 interfere in  
21 any way at all with the use of your wharf or access  
22 to your wharf?

23 A. Not a bit, because it is under water I  
24 should say about 20 feet, so that there is no  
25 objection at all.

26 Q. I see that Mr. Reeve says:

27 "The property appears to have a frontage on  
28 "the Fraser River and has, as far as I can learn,  
29 "been used as water frontage for a long time."

30 A. Yes.



1 Q. Do you know, yourself, how long?

2 A. Ever since the Burrard Fishing Company was  
3 there it was, I should say about 30 years, there was  
4 no objection about that.

5 Q. And he says:

6 "Nevertheless lot 11, which is south of the  
7 "property in question and which is continuously  
8 "under water, is owned by somebody else. Being  
9 "contiguous to the navigable channel of the river,  
10 "Lot 11 may legally control access to the  
11 "navigable water, in which case lot 10 could not  
12 "be considered as a water frontage lot.

13 "I have interviewed a representative of the  
14 "owner of lot 11 and understand that the use of  
15 "the water by the owners of lot 10 has been  
16 "permitted for many years not by agreement but  
17 "by lack of protest. I do not know long such  
18 "use has continued by the present owners and  
19 "the former owners, the Burrard Packing Company,  
20 "the latter having been out of existence for  
21 "many years."

22 You say that it was at least 30 years?

23 A. There was no objection at all.

24 Q. For how long was there no objection?

25 A. So far as we are concerned, ever since we  
26 occupied that building there was no objection.

27 Q. And it is Mr. Reeve's understanding that  
28 lots 9 and 10 were sold by the present owner of lot 11  
29 to the Burrard Packing Company?

30 A. Which I do not know.



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Q. And:

"If they were sold as water frontage there may  
"have been an implied conveyance of the right  
"of access ---"

All you know is that the right of access was never  
questioned while you were there?

A. Not that I know of. In fact, the Canadian  
Pacific ferry boat is passing on that lot every day.

Q. He suggests:

"Probably a prospective purchaser would inves-  
"tigate this aspect of the title. It may not be  
"worthwhile for you to go to the expense of  
"doing so.

"Apart from the legal aspect, I consider  
"that, as water frontage, the value of the  
"property is limited, because the frontage is  
"only about 86 feet. This is too small for  
"anything but minor usage."

What is your view about that, as a man who has been  
in the fishing business for 30 years?

A. It is quite a suitable size for a small  
sized cannery. We could bring in a small steamer to  
take out the canned and assorted food. It is quite  
large enough.

Q. Have you ever known of any difficulty because  
it was too small?

A. No inconvenience whatsoever.

Q. Then, Mr. Reeve tells us that:

"I have made enquiries and am informed that at  
"certain stages of the tide there is a con-



1 "siderable surge or tide-rip which makes the  
2 "mooring of boats somewhat hazardous at this  
3 "point."

4 Do you know anything about that? Have you any comment  
5 to make? A. The Fraser

6 River -- for the last 30 years I never know such  
7 things has ever happened in that particular district.

8 MR. CHRISTIE: Does he understand the question?

9 MR. BREWIN: Mr. Reeve/says:

10 "At certain stages of the tide there is a con-  
11 "siderable surge or tide-rip which makes the  
12 "mooring of boats somewhat hazardous at this  
13 "point."

14 A. No, sir.

15 Q. You do not agree with that. Whoever Mr.  
16 Reeve made enquiries from you think did not know very  
17 much, perhaps.

18 And, he says:

19 "According to the map of the Underwriters'  
4 20 "Association these are noted as old and dilapidated.

21 "From what can be seen of the wharf I judge  
22 "that the upper part of the piling and the  
23 "capping or beams have deteriorated badly."

24 Do you agree with that?

25 A. Yes; quite an old wharf.

26 Q. And:

27 "I estimate that the remaining useful life of the  
28 "wharf will be very short, not more than 10 years."

29 A. I quite disagree with that. I think I could  
30 use it longer than that.



1 Q. And:  
2 "The warehouse will, of course, have no longer a  
3 "life than the wharf, however well it may be  
4 "maintained. I was told by a man working at a  
5 "building across the road that the roof was re-  
6 "shingled in 1941, also that the east wall was  
7 "renewed at the same time. The west wall of the  
8 "building is in poor condition."

9 Do you agree with those statements?

10 A. Yes.

11 Q. Did you have these properties leased before  
12 the evacuation -- and when I say "you" I should say  
13 the Association? A. Yes.

14 Q. I am showing you a document dated January 26,  
15 1942, between No. 1 District Fishermen's Association  
16 and Francis Millerd and Company Limited. That lease  
17 covers all of these lots which we are discussing  
18 except one lot. Am I right?

19 A. Yes.

20 Q. And it is for one year; is that right?

21 A. Yes.

22 Q. And the rental is \$500 a year? A. Correct.

23 Q. This lease was made by you at the outbreak  
24 of war when you probably realized that it would not  
25 be possible to carry on the operations of the  
26 Association? A. That is right.

27 (LEASE, JANUARY 26, 1942, MARKED EXHIBIT NO. 4)

28 MR. BREWIN: Now, I have read through the corres-  
29 pondence on the file of the Custodian and it would  
30 appear that this property was sold, all of these



1 properties were sold by the Custodian for the sum, I  
2 think, of \$4,750. Is my recollection correct?

3 MR. CHRISTIE: That is correct.

4 MR. BREWIN: And it would also appear from the  
5 correspondence - and my friend will probably argue  
6 about this in more detail than I will - that you were  
7 informed about this proposed sale and that you on  
8 behalf of the majority of shareholders expressed your  
9 approval of the sale being made for \$4,750. You were  
10 at that time living where?

11 A. In Slocan City, British Columbia.

12 Q. And have you any explanation as to why, if  
13 you were satisfied and if the other shareholders were  
14 apparently satisfied with the sale at \$4,750., at  
15 that time, you now say that the market value is some-  
16 what higher than that? A. Yes.

17 Q. The fair market value is somewhat higher  
18 than that? A. At that  
19 time I thought.

20 THE SUB-COMMISSIONER: Does he express approval  
21 of the sale of the property and now come back and want  
22 more money? I never heard of it.

23 MR. BREWIN: Perhaps your honour has not had an  
24 opportunity to go into the terms of references as fully  
25 as we have. One might approve of a sale, in the nature  
26 of a trustee --

27 THE SUB-COMMISSIONER: He approved of the sale.

28 MR. BREWIN: We are not here trying to set aside  
29 the sale or complaining that the sale was made; we are  
30 trying to get the difference between the fair market



1 value and the price for which under the circumstances  
2 it had to be sold. If your honour had the same  
3 opportunity as I had to go into these terms of  
4 reference you would know this situation arose on a  
5 number of occasions.

6 MR. CHRISTIE: My friend is not suggesting any  
7 duress on the part of the Custodian <sup>to</sup> obtain the consent,  
8 or anything of that sort?

9 MR. BREWIN: I am not suggesting duress at all;  
10 I am suggesting the claim and those he represents  
11 might well consent to a sale at less than the fair  
12 market value under the conditions which existed. The  
13 Government has now provided that they should get the  
14 fair market value.

15 Q. What do you say about that?

16 A. At that time of course I thought that property  
17 was valuable but at that time I was thinking that  
18 \$4,750. made a good value as a salvage price, because  
19 there was no possibility of our fishermen going back  
20 to British Columbia again and so I accepted it at  
21 \$4,750. as a salvage price.

22 Q. Where were you employed at that time?

23 A. I was employed by the B.C. Security Commission.

24 MR. BREWIN: I suppose my friend will produce  
25 the correspondence.

26 Q. Slocan is in the interior of British Columbia?

27 A. Yes.

28 Q. I think that is all.

29

30



1 CROSS-EXAMINATION BY MR. CHRISTIE:

2 Q. I am showing you a copy of a J.P. form dated  
3 May 29, 1942. A. Yes.

4 Q. Were you authorized to sign the original of  
5 this on behalf of the No. 1 District Fishermen's  
6 Association? It is typewritten. Of course, this is  
7 just a copy.

8 A. Yes. This is typewritten. I do not remember --

9 Q. Do you remember signing any J.P. form on  
10 behalf of the No. 1 District Fishermen's Association?

11 A. I did.

12 Q. And you were authorized by the regulations  
13 or by-laws of this Association to sign on their behalf?

14 A. Yes.

15 MR. CHRISTIE: I file this as Exhibit 5.

16 (J.P. FORM, MARKED EXHIBIT NO. 5)

17 At this stage I will <sup>file the</sup> offers to purchase the  
18 property. The first is dated December 15, 1944, by  
19 Francis Millerd and Company Limited to the Custodian.  
20 It says:

21 "We lease this property and made, at our own  
22 "expense, some improvements. Since we have had  
23 "it we drove the piles and put in the wharf on  
24 "the west side of the building. Last September  
25 "we offered the owners as follows:

26 " 'Regarding your wire September 18th we offer

27 " '\$2,500, paying \$500 cash and paying \$500

28 " 'every six months until balance is paid,

29 " 'interest on unpaid amount at 5% a year.'

30 "This appeared to be satisfactory, the difficulty





1 "about finalizing being the getting to Vancouver  
2 "of one of their number. We now repeat this  
3 "offer. However, if it is necessary that the  
4 "balance be cash we offer \$2,100."

5 In other words, it is an offer for \$2,500 by instal-  
6 ments or \$2,100 if it is cash.

7 And this is a tender by Nelson Brothers Fisheries  
8 Limited. It is in the amount of \$4,750. I believe  
9 the property was sold to the Nelson Brothers Fisheries  
10 for this amount.

11 (OFFER TO PURCHASE, DECEMBER 15, 1944;  
12 TENDER, DECEMBER 15, 1944; MARKED EXHIBIT NO. 6)

13 Q. In regard to lot No. 1, I think you told my  
14 friend that it might be valuable for a building, to  
15 build on it? A. Yes.

16 Q. And I think you also said that it might be  
17 used as an access to a boat building shop?

18 A. Right.

19 Q. Well, I am suggesting to you that if you did  
20 use it or sell it as a building lot, it then could  
21 not be used as access to the boat building shop.  
22 Would that be correct?

23 A. That would be correct. May I add a few  
24 words to that?

25 Q. Yes. A. Lot 1 is valuable as  
26 a building site as well as access to the boat builders',  
27 so it is not decided whether we are going to build a  
28 house on that lot or not. Are you listening to me, sir?

29 Q. I asked you the question, not any more.

30 A. I am sorry.

Q. When did your Association buy this property?



1 A. In 1940 - excuse me; in 1939.

2 Q. And were the various buildings on it at that  
3 date? A. On which lot?

4 Q. Well, all the buildings on the different lots.  
5 With respect to lots 8, 9 and 10, were the different  
6 buildings on it at the date of purchase?

7 A. What do you mean, "the different buildings"?

8 THE SUB-COMMISSIONER: Q. The wharf and the  
9 boathouse? A. Yes.

10 MR. CHRISTIE: Q. And with respect to 6 and 7,  
11 they were on it at that time? A. Yes.

12 Q. Have you any idea of the age of those  
13 buildings when you purchased this property?

14 A. I do not know the age exactly, but they were  
15 quite old buildings.

16 Q. I do not recall but you may have told my  
17 friend, in regard to the saltery building, the  
18 appraisal says that the piling was rotten. What do  
19 you say about that?

20 A. Not in very bad condition. We could use that  
21 as a wharf for quite a few years yet.

22 Q. And he said the building was badly dilapidated.  
23 Do you agree with that?

24 A. Kind of bad run-down, yes.

25 Q. Well now, how long is it since you have seen  
26 this property? When did you last see it?

27 A. In 1942.

28 Q. In 1942? A. I should say about June.

29 Q. And previous to that time had you lived in  
30 the immediate district - or, where di you live? I



1 understand you were connected with the fishing business  
2 for some time but had you lived in the immediate  
3 district prior to 1940?

4 A. Steveston and in Vancouver; two places.

5 Q. Would you be to Steveston quite frequently?

6 A. It is my office. I was staying there all day -  
7 and all night sometimes.

8 Q. I was wondering how familiar you were with  
9 this question of high tide. You observed the tide  
10 over a period of years?

11 A. Well, from my own experience I know how high  
12 the tide is coming to a certain district. I cannot  
13 say how many feet and how many inches. That kind of  
14 detail I cannot tell, how many feet. I observed from  
15 my own experience how high it is coming to a certain  
16 point.

17 Q. Had you ever noticed any surge, or what the  
18 appraiser states is tide-rip, where the boats were  
19 moored? Had you ever noticed any of this?

20 A. Not so far as our wharf was concerned.

21 Q. Was there any surge or tide-rip at any of  
22 the neighbouring wharfs?

23 A. Out in the centre part of the river but not  
24 on that side.

25 Q. Would that be close to your particular wharf?

26 A. No.

27 Q. Had you known these people to whom you leased  
28 the property for some time - the Francis Millerd Company?

29 A. I know him the last 20 years.

30 Q. And would they know the values of wharves and



1 buildings very well? A. He may know lots about  
2 fish but I do not know about building what amount of  
3 knowledge he has.

4 Q. They had been engaged in the fishing business  
5 for some period of time? A. Yes.

6 Q. And had they ever operated near Steveston?

7 A. No.

8 Q. Prior to the leasing of this property?

9 A. No, sir.

10 Q. You would think their offer of \$2,100 was  
11 pretty low? A. He was leasing my  
12 property for \$500 a year and he offered \$2,100 outright  
13 to purchase it. I think it is too low.

14 Q. Perhaps he was taking into consideration that  
15 he had made some improvements to this building. Do you  
16 think that would account for his offer of \$2,100?

17 A. I never looked at it, myself, so I do not know  
18 how much improvements he made.

19 Q. You have never seen these improvements that he  
20 made? A. No.

21 Q. When you were evacuated I think you told my  
22 friend you went to Slocan City?

23 A. Yes, I did.

24 Q. I have here a copy of a telegram sent to the  
25 Commission:

26 "Re telegram Noguchi has obtained consent majority

27 "Fishermens' Association now waiting reply from

28 "Kochi at Westwold whom he wired yesterday stop

29 "will advise you immediately reply received."

30 Do you remember someone discussing the question of this



1 sale with you at Slocan City? A. Yes.

2 Q. And did you get in touch with other members  
3 of your Association? A. Yes; Mr. Kochi.

4 Q. And, anybody else besides him?

5 A. And Mr. Sakamoto.

6 Q. And they agreed with you that the property  
7 should be sold? A. They left everything  
8 to my own judgment.

9 Q. What position in the No. 1 District Fishermen's  
10 Association did Mr. Kochi hold?

11 A. He was ex-president.

12 Q. He was ex-president? A. Yes.

13 Q. Well, at this particular time did he hold  
14 any office? A. He was appointed by  
15 our members as supervisor for sales.

16 Q. And what position did Sakamoto hold?

17 A. He was the present president.

18 Q. And you consulted him and they agreed to sell  
19 to Nelson Brothers?

20 A. No; they did not agree to sell to Nelson  
21 Brothers at all.

22 Q. They agreed with the amount?

23 A. They left everything to my judgment and they  
24 were quite willing to agree to any disposition that I  
25 made.

26 Q. In any event, you advised the Custodian's  
27 office, or the Security Commission, that the sale  
28 price was acceptable? A. Yes.

29 MR. CHRISTIE: I will file this copy of the  
30 Canadian Pacific telegram, dated January 11, 1945, as



1 Exhibit 7.

2 (TELEGRAM, COPY, JANUARY 11, 1945, MARKED  
3 EXHIBIT No. 7)

4 Q. Do you know Mr. Adams of the Security  
5 Commission? A. Yes.

6 Q. He talked this matter over with you on more  
7 than one occasion. Is that correct?

8 A. Yes.

9 Q. Did you get any reply to your telegram to  
10 Kochi? A. By handwriting but not  
11 by wire.

12 Q. And in this letter which you got from Kochi  
13 he authorized you to go ahead? A. Yes.

14 MR. CHRISTIE: I am filing a copy of a letter  
15 as Exhibit 8. It will be subject to proof in Vancouver.  
16 It is written by Yoshio Kochi, and it has the stamp  
17 of "Custodian of Enemy Property" and it is dated  
18 January 12, 1945, and reads as follows:

19 "Dear Sir:

20 "I understand that one party wishes to buy  
21 "the Burrard Cannery thru your hand. We were  
22 "noticed the above statement by Mr. M. Noguchi  
23 "yesterday by telegram.

24 "It is quite all right with me if you sell it,  
25 "but I would like the money, \$4,750 cash, I  
26 "understand, to be put into the Salt, Salmon's  
27 "Account. The cannery belonged to the No. 1  
28 "District Fishermen's Association so I would  
29 "like the money to be put into the Salt account  
30 "and not into anybody's hand. As a president of  
"Salt, Salmon Account I would like it as the



1 "above statement says and I would like to know  
2 "about the rent etc. of this cannery. I also  
3 "would like to hear from you as soon as the  
4 "money is safely in the account because I want  
5 "to be sure, and I would like to be sure, that  
6 "it doesn't goes into anybody else's hand.  
7 "Thank you, as Salt, Salmon Account, 'Yoshio  
8 "Kochi'."

9 What relation has the Salt, Salmon account to your  
10 Association? A. That is the sales  
11 department.

12 Q. And he was the supervisor of sales?

13 A. Yes.

14 Q. I did not understand.

15 I will file that as a copy of a letter, dated  
16 January 12, 1945, from Yoshio Kochi to the Custodian  
17 of Enemy Property.

18 (LETTER, JANUARY 12, 1945, MARKED EXHIBIT NO. 8)

19 \_\_\_\_\_  
20 RE-EXAMINATION BY MR. BREWIN:

21 Q. When you bought this property from whom did  
22 you buy it? A. We bought it from one  
23 Mr. Tanaka.

24 Q. Was there any reason why he might be willing  
25 to sell it at a relatively low price to you?

26 A. We had understanding between Mr. Tanaka and  
27 myself that after we acquired that property we will  
28 allocate a certain amount of fish to him, which is  
29 very hard to obtain from outsiders in the canning  
30 company.



1 MR. BREWIN: That is all.

2 \_\_\_\_\_  
3 MR. CHRISTIE: I tender as Exhibit 9 the assess-  
4 ment notices for the year 1943.

5 (ASSESSMENT NOTICES, 1943, MARIED EXHIBIT NO. 9)

6 The total assessment for land, that is of all  
7 the lots, is \$2,591., for buildings \$3,400., making  
8 a total of \$5,919.

9 It is submitted, your honour, that the real  
10 property was sold at its fair market value.

11 \_\_\_\_\_  
12 (PROCEEDINGS ADJOURNED SINE DIE)

13  
14 I hereby certify the foregoing to be a  
15 true and accurate transcript of the  
16 proceedings herein.

*A.G. Veitch*

17 "A.G. VEITCH"  
18 Official Reporter.

19 \_\_\_\_\_  
20 I, John A. McGibbon, Deputy Commissioner, appointed  
21 to hear a Commission to investigate claims of Japanese  
22 Canadians for property loss, do certify the foregoing  
23 is a true copy of the evidence heard on the within  
24 claim.

*John A. McGibbon*

25  
26 "JOHN A. MCGIBBON",  
27 Deputy Commissioner.





(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") BOTH WITH CUSTODIAN

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

1. TYPEWRITER (REMINGTON - No. L.A. 20224) Estimated Value \$ 50<sup>00</sup>
2. PUMP AND HOSES. Estimated Value \$ \_\_\_\_\_
3. PUMP #18 PARAMOUNT CENTRIFUGAL WITH Estimated Value \$ \_\_\_\_\_
4. BASE AND FLEXIBLE COUPLING DIRECTLY Estimated Value \$ \_\_\_\_\_
5. CONNECTED (SER. # 2799-B) Estimated Value \$ \_\_\_\_\_
6. MOTOR - 3/4 H.P. 110/220 VOLT, 60 CYCLE Estimated Value \$ \_\_\_\_\_
7. 1725 R.P.M. SINGLE PHASE MASTER Estimated Value \$ \_\_\_\_\_
8. MOTOR (SER. # L.B. 5257) Estimated Value \$ \_\_\_\_\_
9. HOSES 50 FT EACH, 1 1/2" RUBBER CANVAS, RESP'LY. Estimated Value \$ \_\_\_\_\_
10. PAID #150<sup>00</sup> USED 2 MOS. 30% DEPRECIATION Estimated Value \$ 105<sup>00</sup>

TOTAL CLAIM FOR PROPERTY LOSS \$ 155<sup>00</sup>

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) - - - - -) \$ 2405<sup>00</sup>

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

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

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

DOMINION OF CANADA )  
of )  
TO WIT: )

**NO. 1 DISTRICT FISHERMEN'S ASSOCIATION**

M. Roguch  
SECRETARY - TREASURER  
of the CITY

I, M. NOGUCHI,  
of GUELPH

in the PROVINCE OF ONTARIO

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the CITY )  
of GUELPH )  
in the PROVINCE of ONTARIO )  
this 27 day of NOVEMBER )  
A.D. 1947. )

[Signature]  
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.

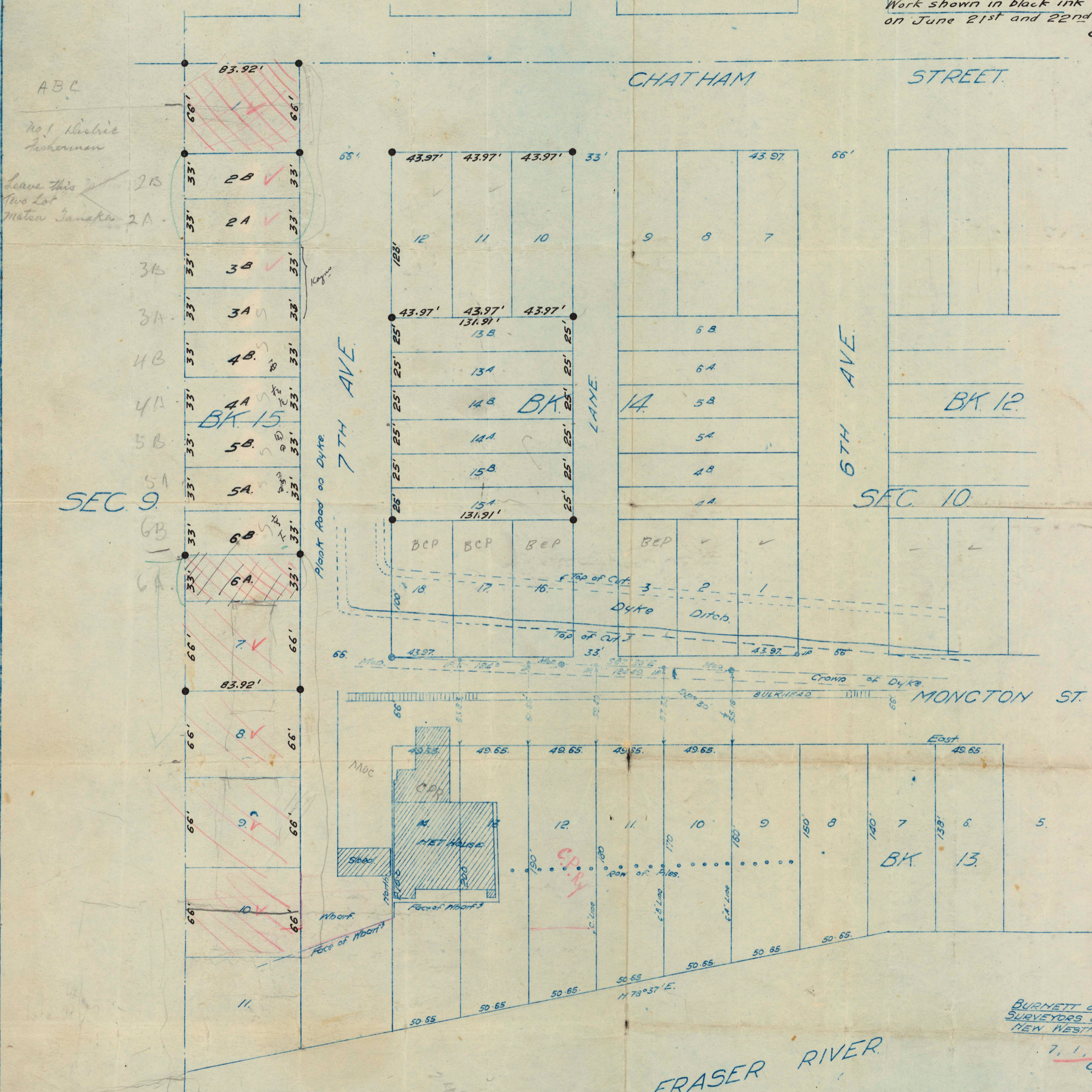
PLAN OF A PORTION OF BK. 13 SECTION 10,  
 BLOCK 3 NORTH, RANGE 7, WEST,  
 NEW WESTMINSTER DISTRICT.

Scale: 50 feet = 1 inch.

I, Geoffrey K. Burnett, of the City of New Westminster in the Province of British Columbia, a British Columbia Land Surveyor, make oath and say that I was present at and did personally supervise the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the 3rd day of Jan. 1929.  
 Sworn before me this 1st day of January, 1929.  
 G. K. Burnett  
 B.C.L.S.

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

Note: - Work shown in black ink carried out on June 21st and 22nd 1937  
 G.K.B.



BURNETT & MCGUBAY  
 SURVEYORS & ENGINEERS  
 NEW WESTMINSTER B.C.

7. 1. 29  
 G.K. Burnett

FRASER RIVER

No. 1 Distric  
 Fisherman  
 Leave this  
 Two Lot  
 Mateu Janaka

SEC 9

SEC 10

A. G. M. P. P. P.

Same  
(Claimant's Name)

**REAL ESTATE**  
(Other than farm)

EXHIBIT No. 1112-2  
DATE DEC 1 1948  
FILLED BY F. A. Brewin

Same  
Reg. No.

Lots 6A & 7 - Blk 15 Sec 10 - Steveston

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
<u>Saltery building</u>	<u>1</u>	<u>Frame</u>	<u>Salting fish</u>	<u>99' X 84'</u>	<u>1940.</u>	<u>May</u>

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
<u>Water front</u>	<u>See Parcel (3).</u>	<u>Nil.</u>	<u>1300.</u>

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

This property was bought together with Lots 1, 89, & 10 + it was intended that a new building would be erected on the site. This ~~was~~ <sup>building</sup> built on piles but it was not flooded at high tide.

lots 6a & 7

NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

M. Noguera  
SECRETARY - TREASURER  
Signature

No. 1 District Fishermen's ~~Protective~~ Association  
(Claimant's Name)

REAL ESTATE  
(Other than farm)

EXHIBIT No. 1112-4  
DATE Dec 1 1940  
FILED BY F. A. Brewer

Mitsujiro Noguchi  
Secretary  
Reg. No.

# Lot 1 Blk 15 Sec. 10 - Steveston B.C.

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
Vacant Lot.	66' x 86'	at West end of Chatham St + on Seventh Ave.				

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value	Date of Sale
Close to water front.	-	fishing community.	\$500	

Comments re ~~upkeep~~ of premises:

There was formerly a house on this lot but it has been demolished. It is a good site for a house or business property. Very close to C.P.R. ferry wharf + to ~~the~~ No. 1 District's Wharf.

Comments re Appraiser's report not covered above:

Also valuable as means of access to boat building plant since it is between this plant + the end of Chatham St + Seventh Avenue in fact it is the only access to the plant.

Lot 1

NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

M. Noguchi PRESIDENT  
SECRETARY - TREASURER

[Signature]  
Signature

**REAL ESTATE**  
(Other than farm)

EXHIBIT No. 1512-2  
DATE DEC 1 1948  
FILLED BY F. A. Newin

Same  
Reg. No.

Same  
(Claimant's Name)

Lots 8, 9 & 10, Block 15 Sec. 10 - Steveston

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
Wharf - 71' x 142.						
Warehouse Building 40 x 132.	1.	Frame	Fish collecting & Salting	198' x 86'	1940	\$2500 including Lots 1 & 7.

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Water front		1941 - Reshingle roof of warehouse - \$700. 1941 - Renew east wall of warehouse - \$250. 1941 - Wiring (electricity) warehouse - \$150. 1941 - Connected water system - \$50. 1941 - Replaced timbers in front of wharf - \$200.	\$1700 <del>Including</del> \$5200

Comments re upkeep of premises:

Business was started in July 1941. Improvements were made before this. Minor improvements & upkeep since starting business. \$1350.00

Comments re Appraiser's report not covered above:

This wharf & warehouse were closest to fishing grounds & therefore most valuable. All other waterfront occupied by large companies and there was no opportunity to buy ~~an~~ other frontage. This property was very much in demand by smaller canner companies & several offers to purchase were made to the Association.

Lots 8-9-10

NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

M. Noguera PRESIDENT  
SECRETARY - TREASURER  
Signature

COPY

EXHIBIT NO. 1312-8

DATE DEC 1 1948

FILLED BY K. A. Christie

x

JOHNSON, REEVE AND WATSON

Bank of Nova Scotia Bldg.,  
602 West Hastings Street,  
Vancouver, B. C.

27th June, 1944.

The Custodian's Office,  
506 Royal Bank Building,  
Vancouver, B. C.

File No. 4651

Dear Sir:

re Property at Steveston, B. C.  
Lots 6 A and 7, Block 15, Section 10,  
Block 3 North, Range 7 West, Map 249

As instructed by Mr. Peters I have inspected this property.

The land is outside the Dyke and is subject to flooding at high tide.

The dimensions, as far as I can ascertain are 99 feet frontage on Seventh Avenue and 86 feet depth.

There is an old building (called the Saltery Building) erected on piling, and approximately 40 feet by 90 feet. The piling is rotten and the whole building badly dilapidated. This has no market value.

I am of the opinion that the value of the land is \$350. ✓

Yours faithfully,

"D.W. REEVE"

DWR

Lots  
6 and 7  
C

**COPY**

EXHIBIT NO. 1312-3

DATE DEC 1 1944

FILLED BY F. J. Reeves

**JOHNSON, REEVE AND WATSON**

Bank of Nova Scotia Building,  
602 West Hastings Street,  
Vancouver, B. C.

27th June, 1944.

The Custodian's Office,  
506 Royal Bank Building,  
VANCOUVER, B. C.

File No. 4651

Dear Sir:

re Property at Steveston, B. C.  
Lot 1, Block 15, Section 10,  
Block 3 North, Range 7 West, Map 249

As instructed by Mr. Peters I have inspected this property.

The land is outside the dyke but is level with the road. Seventh Avenue, on which it has a frontage of 66 feet. The depth is 86 feet approximately.

It is not desirable as a site for a dwelling although such use is possible. It is some distance from the waterfrontage and the prospects of its being required for industrial use are limited.

To the West of the property there is a boat building plant, on Section 7. I understand that there is no convenient access to this plant, and believe that to avoid the expense of building a bridge over the drainage ditch to the North of the plant, the owners of this part of Section 9 might be interested in buying this lot as a means of direct access from Seventh Avenue and the West end of Chatham Street.

I am of the opinion that the fair value of this lot is \$200. ✓  
although I believe that apart from the adjoining owners mentioned above, it will be hard to find a purchaser.

Yours faithfully,

"D. W. REEVE"

DWR

Lot 1

D



COPY

EXHIBIT No. 1512 - 4

DATE DEC 1 1948

FILLED BY K. A. Christie

JOHNSON, REEVE AND WATSON

Bank of Nova Scotia Bldg.,  
602 West Hastings Street,  
VANCOUVER, B. C.  
27th June, 1944.

The Custodian's Office,  
506 Royal Bank Building,  
Vancouver, B. C.

File No. 4651

Dear Sir:

re Property at Steveston, B. C.  
Lots 8, 9, 10, Block 15, Section 10,  
Block 3 North, Range 7 West, Map 249,  
South End of Seventh Avenue

In accordance with instruction from Mr. Peters I have inspected this property.

The land is outside the Dyke and is covered with water at high tide. Lot 10 is partly covered with water continuously.

The property appears to have frontage on the Fraser River and has, as far as I can learn, been used as waterfrontage for a long time. Nevertheless Lot 11, which is south of the property in question and which is continuously under water is owned by somebody else. Being contiguous to the navigable channel of the River, Lot 11 may legally control access to navigable water, in which case Lot 10 could not be considered as a waterfrontage lot.

I have interviewed a representative of the owner of Lot 11 and understand that the use of the water by the owners of Lot 10 has been permitted for many years not by agreement but by lack of protest. I do not know how long such use has continued by the present owners and the former owners, the Burrard Packing Company, the latter having been out of existence for many years. I understand that Lots 9 and 10 were sold by the present owner of Lot 11 to the Burrard Packing Company. If they were sold as waterfrontage there may have been an implied conveyance of the right of access, but it is doubtful whether any information is available on this point, apart from what the documents may disclose.

Probably a prospective purchaser would investigate this aspect of the title. It may not be worth while for you to go to the expense of doing so.

Apart from the legal aspect, I consider that, as waterfrontage, the value of the property is limited, because the frontage is only about 86 feet. This is too small for anything but minor usage.

I have made enquiries and am informed that at certain stages of the tide there is a considerable surge or tide-rip which makes the mooring of boats somewhat hazardous at this point.

Although the frontage on Seventh Avenue and the width of the waterfrontage are not shown on the blueprint at the Municipal Hall, I gather from scaling the map and from other dimensions which are recorded that these lots have each a frontage of 66 feet on 7th Avenue and a depth of 86 feet.

The improvements to the property comprise a wharf approximately 71 feet by 142 feet, and a warehouse building approximately 40 feet by 132 feet on the Wharf.

I believe that these structures are from 35 to 40 years old. According to the map of the Underwriters' Association these are noted as old and dilapidated.

From what can be seen of the wharf I judge that the upper part of the piling and the capping or beams have deteriorated badly. I estimate that the remaining useful life of the wharf will be very short, not more than ten years.

The warehouse will, of course, have no longer a life than the wharf, however well it may be maintained. I was told by a man working at the building across the road that the roof was reshingled in 1941, also that the east wall was renewed at the same time. The west wall of the building is in poor condition.

COPY

EXHIBIT No. 1812-5

DATE DEC 1 1948

FILLED BY K. B. Christie

27th June, 1944.

The Custodian's Office,  
Vancouver, B. C.

Page 2.

Mr. Peters informs me that the property is rented for \$500. yearly and that \$1,000 fire insurance is in force. As the water rates have been paid and not by you, I assume that this is an obligation of the tenant.

The taxes are \$93.09 for this year, including a Dyking Levy of \$3.90.

The amount of insurance is small and I have assumed that a buyer would carry \$2,000 on which the premium would be \$39.40 yearly.

From the point of view of an owner-occupier, charging his business with the same rent, the surplus income to provide for maintenance and depreciation would be \$367 yearly. To write off the value of the wharf and warehouse at \$2,000 in 10 years would require a yearly reserve of \$175., leaving a net income of \$192., if no renewals were made in the meantime.

I have calculated the structural value of the improvements, allowing for accrued depreciation and giving credit for the renewals made in 1941. I consider that some repairs or renewals of the wharf will be necessary at any early date, in order to prolong the life of the structures for ten years, and have allowed for this.

I am of the opinion that the value of the property as it stands is not more than \$3,000., which may be segregated as follows:

Land	\$ 1,000.00	
Improvements	<u>2,000.00</u>	\$ 3,000.00

Yours faithfully,

"D.W. REEVE"

DWR

Lots  
8-19-10

THIS INDENTURE made the 26th day of January, in the year of our Lord one thousand nine hundred and forty-two, pursuant to the Short Form of Leases Act

BETWEEN:

NO. 1 DISTRICT FISHERMEN'S ASSOCIATION,  
of the Town of Steveston, in the Province of British Columbia, (hereinafter referred to as the Lessor or the said Lessor)

P.O.B.

OF THE FIRST PART

A N D :

FRANCIS MILLERD & COMPANY LIMITED,  
of 4188 Marine Drive, in the Municipality of the District of West Vancouver, in the Province of British Columbia, a body corporate, (hereinafter called the Lessee or the said Lessee)

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and conditions hereinafter reserved and contained, the said Lessor doth demise and lease unto the Lessee, all and singular those certain lands and premises more particularly known and described as Lots six A (6A), seven (7), eight (8), nine (9) and ten (10), in Block fifteen (15) of section ten (10), block three (3) North, Range seven (7) West, Map two hundred and forty-nine (249), in the Municipality of Richmond, in the District of New Westminster, in the Province of British Columbia for the term of one (1) year thence ensuing; yielding and paying therefor unto the Lessor the clear yearly rent of five hundred dollars (\$500.00), payable in instalments of two hundred and fifty dollars (\$250.00) each in advance, the first of such payments to be paid forthwith on the execution hereof and the second of such payments to be made on the 2nd day of July, A.D. 1942:

That the said Lessee covenants with the said Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest excepted); and that the said Lessor may enter and view state of repair; and that the Lessee will repair according to notice (reasonable wear and

tear and damage by fire and tempest excepted); and will not assign without leave and will not sublet without leave; and that the Lessee will leave the premises in good repair. The Lessee covenants with the Lessor that it will not, during the said term, allow any water taps or pipes in the said premises to remain running except for the necessary use of water required in the said premises; and that it will not permit anything to be done whereby the fire insurance premiums may be increased or voided; and that it will keep the premises hereby demised clean and in good order and will remove any refuse therefrom at its own expense and will not do any act which will become a public or private nuisance or detract from the character of the building; and that it will not make, or permit to be made, any alterations to the said premises without first obtaining the written permission of the said Lessor; and that it will pay all charges in respect of electric light used on the premises hereby demised and also all water rates charged against the premises during the term hereby granted:

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 half year's rent shall immediately become due and payable and the said term shall immediately become forfeited and void:

And it is hereby agreed and declared that in case the premises hereby demised or any part thereof shall, at any time during the term hereby granted, be burned or damaged by fire so as to render the same unfit for the

purpose of the said Lessee then the rent hereby reserved or a proportionate part thereof, according to the nature and extent of the injuries sustained and all remedies for recovering the same shall be suspended and abated until the said premises shall have been repaired or made fit for the purpose of the said Lessee and the said Lessee shall be entitled to be repaid by the Lessor any rent paid in advance at such time and not yet due or a proportionate part thereof:

Proviso for re-entry by the said Lessor on non-payment of rent or non-performance of covenants. This proviso shall extend and apply to all covenants herein contained whether positive or negative and whether the rent shall have been lawfully demanded or not:

And it is hereby agreed that the Lessor shall not be responsible for broken pipes or damage <sup>to fixtures</sup> caused through water or rain coming through the roof or otherwise:

The said Lessor covenants with the said Lessee for quiet enjoyment:

The Lessee covenants and agrees that the contents of the said building shall be held at all times during the term hereby demised at the risk of the Lessee:

The term hereby demised shall be renewable from year to year subject to the absolute right of the Lessor to refuse any renewal without giving any reasons therefor and provided that the application by the Lessee for each renewal shall be made in writing and delivered to the Lessor at least thirty (30) days prior to the end of the term hereby demised or any yearly extension thereof:

IN WITNESS WHEREOF the Lessor has set its hand and the Lessee has caused its corporate seal to be affixed attested by its proper officers in that behalf the day and year first above written.

SIGNED SEALED & DELIVERED

in the presence of:

*U. Sakamoto*

NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

*Mr. Roy ...  
Secy.*

THE CORPORATE SEAL OF THE  
LESSEE was hereunto affixed  
in the presence of:

*[Signature]*

*[Signature]*



NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

DATED JANUARY 1942

EXHIBIT No. 1812-4

DATE DEC 1 1948

FILLED BY J. G. Brewin

NO. 1 DISTRICT FISHERMEN'S  
ASSOCIATION

-to-

FRANCIS MILLERD & COMPANY  
LIMITED

LEASE

H. P. WYNNESS,  
Barrister & Co.,  
Vancouver, B.C.

**COPY**

**OFFICE OF THE CUSTODIAN**

EXHIBIT No. 1912-5

**JAPANESE SECTION**

DATE DEC 1 1948  
FILLED BY *K. J. K. K. K.*

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

**PERSONAL INFORMATION**

NAME: NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

HOME ADDRESS: No. 1 Road, Steveston, B.C. (P.O. Box 54, Stev.)

REGISTRATION NUMBER: ---- SEX: ---- AGE: ----

OCCUPATION: Fisherman's Union

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

EMPLOYER: ----

MARRIED? ----

NAME OF WIFE OR HUSBAND: ----

ADDRESS OF WIFE OR HUSBAND: ----

NAMES OF ANY LIVING CHILDREN: ----

ADDRESS OF CHILDREN: ----

AGE OF CHILDREN: ----

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

1. LOCATION AND DESCRIPTION: No. 1 Road, Steveston, B. C.

Municipality of Richmond, Lots 1, Six A, Seven, Eight Nine, &

Ten, Block Fifteen, of Section Ten, Block 3, North Range Seven

West Map 249. In the District of New Westminster. No. 132330E.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 storey shingle roof, cannery

plant.

3. INSURANCE (Give particulars; state where policies are) \$1000 North West Fire

Insurance Co. Policy No. 205791. Policy in Safety Deposit Box,  
Royal Bank, Steveston, B.C.

4. TAXES (Amount and where payable) Paid for 1941, \$90.00 payable to Mun-  
icipality of Richmond.

*1942 Paid*

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

None

6. OCCUPANCY AND LEASES (If vacant so state) Leased to FRANCIS MILLERD

& COMPANY LTD., H.P. Wyness, lawyer. Leased to Jan 26, 1945.

Rent \$500 per annum. Payable to Royal Bank, Steveston.



- 7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Safety deposit box, Royal Bank Steveston, B. C.
- 8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
- 9. IF FARM LAND STATE CROPS SOWN: None

- 4. INSURAN
- 5. MORTGAC
- OTHE

STATEMENT OF REAL PROPERTY OCCUPIED

- 1. LOCATION AND DESCRIPTION: None
- 2. LANDLORD'S NAME AND ADDRESS: ---
- 3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: ---
- 4. STATE WHEREABOUTS OF LEASE: ---
- 5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) ---
- 6. IF FARM LAND, PARTICULARS OF CROPS SOWN: ---

- 6. MONEYS
- 7. BONDS, D
- 8. BANK AC
- 9. LIFE INS
- 10. INTEREST
- 11. SAFETY

STATEMENT OF PERSONAL PROPERTY OWNED:

- 1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
  - Located at No. 1 Road, Steveston, B. C. - 1 Remington Typewriter,
  - #LA20224, 1 desk, 1 all steel cabinet file, 1 box containing
  - business letters, receipts, etc., All to be locked in the office
  - and keys will be turned over to Thomas C. King, Steveston, B. C.

*No typewriter found - see memo 4/8/44*

*Removed by us*

*See Protection Dept - memo of 4/8/44 "m.d.b."*

- 2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: None
- 3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY: None

- LIABILITIES:
- 1. PERSONA
- 2. TRADE D

It  
 - I, the undersigned, certify that the above is a true and correct copy of the original as shown to me by the person named above.  
 Attested by this my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 1944.

"A.G."  
 FOR DEPARTMENT OF JUSTICE  
 copy of the original

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None

8. BANK ACCOUNTS: Royal Bank, Steveston, B. C. \$50.45 No. 1 account No. 2 account, \$428.64 current accounts.

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: Under name of Steveston Japanese Association, Box No. unknown. Royal Bank, Steveston, B. C.

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

*prewritten ind-see memo 4/8/44*

XTURES, ECTS: .....

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

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

Attested by the hands of the proper officers in that behalf.  
Dated this 29th day of May 1942

(Signature) NO. 1 DISTRICT FISHERMEN'S ASSOCIATION

"A.G. McArthur"  
Witness

"M. Noguchi" (Secretary)

FOR DEPARTMENTAL USE: I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy. July 10, 1948.



**COPY**

NELSON BROS. FISHERIES LIMITED

CUSTODIAN OF ENEMY PROPERTY

EXHIBIT No. 1812-b

DATE DEC 1 1948

FILLED BY

R. D. Christie

325 Howe Street,  
Vancouver, B. C.  
December 15th, 1944.

Custodian of Enemy Alien Property,  
Royal Bank Building,  
VANCOUVER, B. C.

Dear Sirs:

We hereby offer our tender in the amount of \$4,750.00 on the following described property at Steveston, B. C. known as the Burrard Cannery:-

Lot 1 - 6A - 7 - 8 - 9 - 10 - Block 15  
Section 10 - Block 3 North Range 7 West - Map 249

This property was advertised for sale on November 22, 1944.

We are attaching hereto our cheque in the amount of \$475.00 being 10% of our bid.

Yours very truly,

NELSON BROS. FISHERIES LIMITED

Per: "John A. Clark"

AHN:AEM

Enc.

EXHIBIT No. 1312-7

DATE DEC 1 1946

FILLED BY K. A. Christie

CUSTODIAN OF ENEMY PROPERTY

C  
O  
P  
Y

X

CANADIAN PACIFIC TELEGRAPHS

SLOGAN CITY BC JAN 11/45 230PM

M.L. Brown,  
BC SEC COMM, 360 Homer St, Vancouver, B.C.

RETEL NOGUSHI HAS OBTAINED CONSENT MAJORITY FISHERMENS  
ASSOCIATION NOW WAITING REPLY FROM KOCHI AT WESTVOLD  
WHOM HE WIRED YESTERDAY STOP WILL ADVISE YOU IMMEDIATELY  
REPLY RECEIVED

E.R. ADAMS  
BC SC

EXHIBIT No. 1512-A

DATE DEC 1 1948

FILLED BY H. G. Christie

CUSTODIAN OF ENEMY PROPERTY

C  
O  
P  
Y

Westwold, B.C.,

Jan. 12/45.

4651

Dear Sir:

I understand that one party wishes to buy the Burrard Cannery thru your hand. We were noticed the above statement by Mr. M. Noguchi yesterday by telegram.

It is quite alright with me if you sell it, but I would like the money, \$4750 cash, I understand, to be put into the Salt, Salmon's Account. The Cannery belonged to the No. 1 District Fisherman's Association so I would like the money to be put into the Salt S. Account and not into anybody's hand. As a President of Salt Salmon Account I would like it as the above statement says and I would like to know about rent etc., of this cannery. I also would like to hear from you as soon as the money is safely in the account because I want to be sure, and I would like to be sure that it doesn't goes into anybody else's hand. Thank you,

As Salt Salmon Account,

"Yoshio Kochi"

COPY

CUSTODIAN OF ENEMY PROPERTY

EXHIBIT No. 131.2-9

DATE DEC 1 1948

FILLED BY R. G. Christie

The Corporation of the Township of Richmond

Richmond Town Hall, Brighthouse, B.C.

ASSESSMENT NOTICE, 1943

To: No. 1 Dist. Fishermen's Assoc.

Take notice that the following lands and improvements in the Municipality of Richmond for which you are liable for Municipal Taxes, are respectively assessed as follows:

No. on Roll	Lot	Block	Sec.	Block North	Range West	Map	Value of Land	Value of Improvements
4725	6A	15	10	3	7	249	225.	400.
6	7						450.	
7	8						450.	3000.
8	9						472.	
9	10						472.	

No lands are classified as "unimproved".

Any complaint against the assessment must be in writing and must be delivered to the undersigned at least Ten (10) days prior to the First Annual Meeting of the Court of Revision.

The first sitting of the Court of Revision will be held at the Richmond Town Hall on Monday, February 8th, 1943, at 10 a.m.

R.C. PALMER, Assessor.

1943

**COPY**

CUSTODIAN OF ENEMY PROPERTY

EXHIBIT No. 1512-9

DATE DEC 1 1948

The Corporation of the Township of ~~Fishers~~ Richmond  
Richmond Town Hall, Brighthouse, B.C.

ASSESSMENT NOTICE, 1943.

To: No. 1 Dist. Fishermen's Assoc.

Take notice that the following lands and improvements in the Municipality of Richmond for which you are liable for Municipal Taxes, are respectively assessed as follows:

No. on Roll	Lot	Block	Sec.	Block North	Range West	Map	Value of Land	Value of Improvements
4715	1	15	10	3	7	249	450	

No lands are classified as "unimproved".

Any complaint against the assessment must be in writing and must be delivered to the undersigned at least Ten (10) days prior to the First Annual Meeting of the Court of Revision.

The first sitting of the Court of Revision will be held at the Richmond Town Hall on Monday, February 8th, 1943, at 10 a.m.

R.C. PALMER, Assessor

1943



# Campbell, Brazier, Fisher & McMaster

Barristers and Solicitors

A. T. R. CAMPBELL  
C. W. BRAZIER

A. W. FISHER  
R. J. McMASTER

A. J. F. JOHNSON

ROYAL BANK BUILDING  
675 WEST HASTINGS STREET  
VANCOUVER, B.C.

OUR FILE NO.

August 6th, 1948.

Secretary,  
Japanese Property Claims  
Commission,  
Court House,  
Vancouver, B.C.

Dear Sirs:

Re: No. 1 District Fishermen's Association.

The Custodian recently sent us their file in the above matter for perusal.

When the writer was in Toronto recently he had an interview with the Secretary of the Association and as a result, we expect that the Committee will be representing this claimant but an effort will be made to have it heard in Toronto at the Sub-Commission.

Yours truly,

CAMPBELL BRAZIER FISHER & McMASTER,

Mc/  
MM

Per:

