

Name of Claimant

UNITED MARINE PRODUCTS

Case

1383

Custodian File

13269

REAL PROPERTY											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		Sale Price	Total Award 125% of all Sale Prices			
						% of Total	Amount		% of Total			Amount
		9750.									2,250.00	
Less \$750.00 to be paid to Case No. 581											750.00	
PERSONAL PROPERTY											1500.00	
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				
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	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price					
TOTAL RECOMMENDATION										1500.00		



CASE NUMBER 1383

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

THE JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Vancouver, B.C.

November 7th, 1949.

IN THE MATTER OF THE CLAIM OF  
UNITED MARINE PRODUCTS.

PROCEEDINGS AT HEARING

APPEARANCES.

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D. T. B. BRAIDWOOD, Esq., and  
J. C. CAMPBELL, Esq.,

appearing for the Dominion  
Government.

R. J. McMASTER, Esq.,

appearing for the Claimant.

MISS WHITE,

Secretary.

MRS. E. BLYGH,

Official reporter.

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MR. BRAIDWOOD: I would like to discuss case number 1383,  
the United Marine Products Limited. This matter was



given considerable thought sir, by ourselves and we followed the pattern set by Mr. McPherson who formerly handled the Corporation cases on behalf of the Government and he has not been able to act for some little time and that was gone over with ~~plannants~~ counsel and then there was the drafting up of our recommendations in the form of a letter addressed to your lordship signed by both parties. I have signed this on behalf of the Crown and Mr. McMaster has approved of it, and I would like to file this now for your consideration.

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It is always understood in these matters that counsel's suggestion to your lordship is in the form of a joint recommendation, so that your lordship will feel free to adjudicate whichever way you wish, either accepting or rejecting our suggestion.

THE COMMISSIONER: Well that is the basis on which I have been operating.

MR. BRAIDWOOD: I will file this letter now.

THE COMMISSIONER: That will be Exhibit No. 27.

EXHIBIT

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(LETTER MARKED CASE No/ 1383-27)

MR. BRAIDWOOD: Your lordship care to consider the matter now?

THE COMMISSIONER: I would like you to read it out. This does not need to be transcribed in the record.

MR. BRADIWOOD: That is signed by Mr. McMaster and myself.

THE COMMISSIONER: Well, the reasons as signed by counsel in Exhibit 27, seem to me to justify the valuation that they had reached. Naturally I wish to examine the record before giving approval and I will endeavour to do so very shortly.

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MR. BRAIDWOOD: My lord, one issue arises at the conclusion of this letter and my friend and I are somewhat concerned by it, and that is the eventual manner of distribution and payment of these companies' claims.

You will notice we have indicated in this letter the payments should be distributed in a manner to be agreed on by the shareholders, and we are not entirely clear as to your lordship's authority, or desire to direct the means of payment or whether that will be left entirely in the hands of the Custodian, but we do feel, sir, even if your lordship has not specific authority within your instructions to give directions that we would certainly appreciate a suggested direction at least to the executive council.

10

THE COMMISSIONER: Is there any possibility that there are creditors who would rank on the assets of the company in priority to the shareholders?

MR. BRAIDWOOD: That is a possibility we have not considered, sir, but that would be in the hands of the liquidator, I presume.

20

MR. McMASTER: In this case I do not think there is. I don't know whether the liquidator has actually been discharged in this. I was speaking to Mr. Shears the other day about this -- not only this, but the general problem and he indicated in some cases the liquidator had been discharged and in other cases the liquidator has not been discharged.

THE COMMISSIONER: Well, it might be a satisfactory solution of your difficulty for me to say I would make such a recommendation to the Custodian, subject however, to

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his satisfying himself that there were no creditors of persons who would have claims prior to the shareholders. I do not think I can go any further than that.

MR. BRAIDWOOD: That will be quite satisfactory.

THE COMMISSIONER: Very well, we will leave it then as it stands, and I will examine the file just as soon as I get the transcript.

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

*E. Blight*  
Deputy Official Stenographer



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.

October 25th, 1948.

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IN THE MATTER OF THE CLAIM OF  
THE UNITED MARINE PRODUCTS LIMITED

PROCEEDINGS AT HEARING

APPEARANCES:

20 G. W. McPHERSON, Esq., appearing for the Dominion  
Government.  
R. J. McMASTER, Esq., appearing for the Claimant.

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A. WATSON, Esq., Secretary,  
T. P. HORROBIN, Esq., Official Reporter.

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MR. McMASTER: I am appearing for the claimant, my lord.

THE COMMISSIONER: Yes.

MR. McMASTER: My lord, before I call the witness I ask leave to amend the claim in this case.

I am making a claim with respect to the land and buildings and premises in the value of \$15,000.

THE COMMISSIONER: In lieu of \$21,000.

MR. McMASTER: Yes, my lord. The Custodian sold the premises for \$9,750.00, which would show the net claim of \$5,250.00.

10

I would draw your lordship's attention to Kamloops case No. 79. Mr. G. Takahashi made it plain with respect to certain buildings which were situated on the premises owned by this company, and I believe in Alberta one of the shareholders made a claim with respect to another building and inasmuch as the property was sold as a single unit by the Custodian, or by the liquidator, I stated this claim in terms of the value placed on the whole unit. If, when your lordship has occasion to examine the two individual claims with respect to certain buildings which they had on the premises it will then be possible to determine the net amount of the claims of the company.

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THE COMMISSIONER: I had better have those names again, Mr. McMaster.

MR. McMASTER: G. Takahashi, case No. 79 at Kamloops.

I am sorry, but I don't have the case number of the other claimant, Yamasaki.

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MR. McPHERSON: Case No. 591.



THE COMMISSIONER: Case No. 591, heard at Lethbridge,  
was it?

MR. McMASTER: I believe so, my lord.

MR. McPHERSON: Yes, Lethbridge, my lord.

THE COMMISSIONER: Heard by myself, or before a sub-  
commission?

MR. McPHERSON: A sub-commission, my lord.

10 THE COMMISSIONER: Each of these men made a claim in  
respect of buildings which are included in your  
total corporate claim of \$15,000?00 is that right?

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: Now what attitude does the company  
take towards those personal claims?

MR. McMASTER: There was filed, in the case of Mr.  
Takahashi, a letter to P. S. Ross & Sons, or the  
Custodian, acknowledging the right of these  
individuals to claim with respect to the various  
buildings. The company is prepared to recognize  
the interest in the buildings.

20 THE COMMISSIONER: Now would it be practical to deduct,  
from the total claim made by the corporation,  
the aggregate of the claims made by the two  
individuals?

MR. McMASTER: I submit it wouldn't be, my lord, until  
it is determined what the fair market value of  
the buildings is. In other words, the individuals  
may have different concepts of the value of their  
respective buildings, and it may be that the  
evidence brought in support of their claims, and  
30 in support of this claim, that the relationship



is not necessarily as the show it.

THE COMMISSIONER: In other words, they do not agree with the company's valuation?

MR. McMASTER: They may not, my lord.

MR. McPHERSON: My lord, if my learned friend doesn't object, I will give your lordship a copy of this chart which will show the picture of the buildings, and it can be filed as an exhibit later.

10

On this question, my lord, as to whether or not you could credit anything against the company's claim, while I appreciate Mr. McMaster's argument that the property was all sold as company property, it can be ascertained from the claim files what the individuals are claiming, and I would have thought that taking Takahashi's claim and Mr. Yamaski's claim, you could add up their claims which amount to \$6,003.00 and deduct that from \$15,000.

20

I don't understand how there can be two different claims for the same property. Either the individuals are accepting the company's claim and valuation, or not. If they are not, I do not see why the Government should consent to hearing their claims as part of the company's claim. I shouldn't think we should have to hear all that evidence again.

THE COMMISSIONER: What do you say on that, Mr. McMaster?

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MR. McMASTER: My lord, my point upon that is this, that the property was sold as a unit. The company, in a statement which will be made by Mr. Takashi, on behalf of the company, will show the manner in which he arrives at the concepted value of the



## Discussion.

property as a whole.

Whether the appraisal evidence that will be given here will substantiate his experience remains to be seen.

THE COMMISSIONER: Is he speaking for the company now?

MR. McMASTER: He is speaking for the company now.

THE COMMISSIONER: Surely he is not going to say something different in regard to these premises which he claims personally as an individual from what he is going to say as representing the company?

MR. McMASTER: My lord, that is quite true, but on the other hand the evidence which may be adduced by expert evidence may be different than his estimates of value.

THE COMMISSIONER: I think your clients had better get together, Mr. McMaster. I do not propose to allow Takahashi, to express, or put forward, one point of view with regard to the property and which he claims for himself and a different point of view on the same property which he calims for the company.

MR. McMASTER: My lord, he won't be.

THE COMMISSIONER: Somebody else will be for the company?

MR. McMASTER: Yes. The property will be appraised as a whole. I think I am correct in saying that the individual claimants, with respect to their respective interests in the properties, would be prepared to be bound by the company evidence of value and acquiesce in that.

THE COMMISSIONER: I do not think I ought to be called upon



to deal with these matters on three different occasions.

MR. McMASTER: I submit it won't be necessary, once you have the value of the various buildings determined. Aside from the value set out by the claimants there wouldn't be any necessity in the case of Takahashi or Yamaski -- their claims would all go together.

10 THE COMMISSIONER: These claimants can either have their cake or eat it. So far as the claimants are concerned, they will have to take a position now and agree amongst themselves as to what their position will be. I am not going to leave it out in the blue, unless I get down to the stage of evaluating separate items. Either the company owns these buildings, or it does not, and I take it that it is conceded that the company does not own that which is claimed for by Takahashi and Yamasaka.

MR. McMASTER: My lord, the matter is complicated by the fact that the property which was sold is not all the property of the company.

20 THE COMMISSIONER: That is a difficulty that was created by the claimants. I will have to ask the claimants to get out of their own difficulty, and not leave it at my doorstep.

MR. McMASTER: I am sure, my lord, that Mr. Takahashi will take my advice of dropping his claim in favour of the company. The evidence to be adduced on the value of the property by the company is on the whole property and he has his idea of the whole property and its value.

30

Now, Mr. Yamaski is in Alberta, and I am



prepared to have Mr. Takahashi wire him and get a like authority from him. I don't think there will be any difficulty that way.

MR. McPHERSON: My lord, I object to that procedure, entirely. These two men, Mr. Takahashi and Mr. Yamasaki, have appeared before this Commission, and they have already valued their property, and I am not prepared as government counsel to consent to these claimants now saying, "We are going to abide by the evidence produced as to the company's assets".

10

I realize these buildings are all on company property, but they have placed a value on them.

THE COMMISSIONER: And they could not be sold independent of the land.

MR. McPHERSON: No, they could not be sold independent of the land, my lord, and the Custodian's liquidator taking over the company had correspondence with Mr. Takahashi and a Mr. Hikida, who seemed to be the big man in this case. Arrangements were made for the sale of the company's assets and the distribution of the funds, and as to how they should be distributed; but Mr. Takashi has already placed a value on his four properties, and Mr. Yamasacki has before one of the sub-commissions.

20

I don't understand why Mr. McMaster at this time wants to produce further evidence on those five buildings of a higher value, because they were on this property. They should have claimed a higher value on the other hearings.

30 THE COMMISSIONER: Can we dispose of it this way; that



the individuals abandon their claims and allow the whole matter to be brought before me as a corporate claim, they to make their own adjustments with the corporation at a later date, if it becomes necessary.

MR. McMASTER: My lord, I would have to get instructions on that. Mr. Takahashi is here, but I assume I would have to get instructions from Mr. Yamasaki.

THE COMMISSIONER: I will give you an opportunity to discuss it with Mr. Takahashi, and if he authorizes you to  
10 adopt the plan that I am suggesting then I will proceed on the assumption that Yamasacki is going to do the same later on.

MR. McMASTER: It seems like a reasonable thing to do. The reason it wasn't done that way in the first place and I think it probably should have been, but there was some suggestion of whether a corporate claim was capable of being heard, and it was necessary to have the individuals make their claims.

THE COMMISSIONER: Would that meet with your approval,  
20 Mr. McPherson?

MR. McPHERSON: It changes the governments' tactics entirely, my lord. The evidence has already been given in the Takahashi case and the Yamasacki case, and I assumed I wouldn't have to cross-examine Mr. Takashashi or Mr. Yamaskacki at this time. They were only brought here to explain the position to your lordship, but that would not affect the values. I don't understand that there is a difference in the values as the company have claimed and as the  
30 individuals have claimed. I would be agreeable to



## Discussion.

their withdrawing their claims and signing their rights to the company, providing they are bound by the values they put in.

10 THE COMMISSIONER: I do not know that I am disposed to tie them to that. I am going to recess for a short time to allow Mr. McMaster to discuss the situation with Mr. Takahashi and possibly counsel can have some discussion among themselves as to what effect should be given to the evidence that has already been led.

I think that difficulty arises largely from the fact that these claims were presented when it was not anticipated that the corporation had any claim, and it is only because of the change in the Order-in-Council that this difficulty now arises.

I will recess for a short time and you can let me know when you are ready.

(PROCEEDINGS RESUMED AFTER SHORT RECESS)

20 THE COMMISSIONER: Have you resolved your difficulties, gentlemen?

MR. McMASTER: I trust so, my lord. I find that Mr. Yamasacki, is not a shareholder in the company, although the company has agreed that he is entitled to compensation for the building that was his.

All the other buildings that were not the property of the company were the property of Mr. Takahashi, and he is prepared to withdraw his claim, with regard to property situate on the company property, in favor of the company claim.

30 THE COMMISSIONER: Yes, all right.



## Discussion.

MR. McMASTER: So that I think, my lord, the simplest solution is to withdraw his claim in favor of the company's, and leave Mr. Yamasacki's claim as a personal claim and let him try to establish the value in relation to his claim for the one house which he owned.

That would reduce the company's claim to \$13,500.

THE COMMISSIONER: That would mean leaving out any claim by the company for the six-room, white painted house claimed by Yamasacki.

10 MR. McMASTER: Leaving out the claim for the six-roomed house owned by M amasaki. So the company claims a value of \$13,500.00 on the whole premises, except that house.

The credit from the Custodian should be reduced by \$750.00, which was the amount they paid to Mr.

Y amasaki out of the proceeds of the sale.

THE COMMISSIONER: The total now then would be \$13,500?

MR. McMASTER: \$13,500, less \$9,000., making a net claim of \$4500.00.

29 THE COMMISSIONER: What was done by the Custodian by way of allocation of the price realized.

MR. McMASTER: They requested the appraiser to indicate the values of the respective buildings, and they distributed the proceeds of the sale in proportion to the values he placed on the buildings owned by the individuals.

THE COMMISSIONER: That must have been done with the consent of all the claimants.

MR. McMASTER: I wouldn't say that, my lord.

30 THE COMMISSIONER: What is the situation there, Mr.



McPherson?

MR. McPHERSON: I don't think it was done by consent, my lord. I think we had so much money and we asked Mr. Reeve to give us a break-down of the values and in the case of Mr. Yamaski, we allocated \$750.00 to him which was the valuation which Mr. Reeve placed on his particular house, and knowing the claims were coming up anyway, it was left that way.

10 THE COMMISSIONER: Has that money been paid out?

MR. McPHERSON: It has been credited. I don't know whether it has been paid or not, but Mr. Yamaski, in any event, is claiming \$2500.00 for this house.

THE COMMISSIONER: Then we have it, that Takahashi withdraws his personal claim under case No. 79, at Kamloops. Correct?

MR. McMASTER: That is correct, my lord.

20 THE COMMISSIONER: And the company amends its claim to reduce it to a total of \$13,500.00.

MR. McMASTER: That is right, my lord.

THE COMMISSIONER: We will have to deal with Yamaski as an independent claim, is that the situation?

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: Is that satisfactory to you, Mr. McPherson?

MR. McPHERSON: Yes, my lord, but I would request that I be given the opportunity of considering the evidence that was given by Mr. Takahashi at the sub-commission hearing, and that I have the right to recall Mr. Takahashi for further cross-examination if I require

30



Discussion

G. Takahashi,  
In Chief.

it, because I haven't seen the evidence in that case at all.

THE COMMISSIONER: That is, Takahashi has given evidence?

MR. McPHERSON: Yes, my lord.

THE COMMISSIONER: What position do you take. That he should be available to you for the purposes of cross-examination.

MR. McPHERSON: Yes, my lord.

10 MR. McMASTER: I was going to speak to that, my lord.  
I would ask that the evidence that Takahashi gave in case No. 79, constitute part of the evidence in this case and give the right to my friend to recall Mr. Takahashi for further cross-examination, if necessary.

THE COMMISSIONER: All right, proceed.

MR. McMASTER: I will call Mr. Takahashi, my lord.

THE COMMISSIONER: MR. Secretary, when you have sworn the witness, you better get me claim file No. 79, heard at Kamloops.

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GIHYOE TAKAHASHI, being first  
duly sworn, testified as follows:

THE COMMISSIONER: Just for the purpose of the record, I have noted that Takahashi withdraws his personal claim as presented under claim No. 79 at Kamloops, the company amends its claim by reducing it to \$13,500, the Yamasaki claim is to stand as presented at Lethbridge, case No. 591, and counsel agree that the Takahashi evidence previously introduced to be taken as led on the corporate claim, with the right to government counsel to cross-examine further, as

30



G. Takahashi,  
In Chief.

he is advised.

MR. McPHERSON: Yes, my lord.

THE COMMISSIONER: Very well, proceed, Mr. McMaster.

MR. McMASTER: My lord, this is a case where I have delivered to my friend a statement made by Mr. Takahashi. I understand he is agreeable that the evidence be given in that manner.

THE COMMISSIONER: May I have a copy of it.

MR. McMASTER: Yes, my lord.

10

DIRECT EXAMINATION BY MR. McMASTER:

Q Mr. Takahashi, I produce to you a statement on behalf of United Marine Products Limited. Did you instruct me to prepare that statement, and is that your signature at the end of it?

A Yes.

Q Did you instruct me to make the ink changes in the statement which appear there?

20

A Yes.

Q Are the contents true to the best of your knowledge and recollection?

A Yes.

MR. McMASTER: I ask to have that filed as an exhibit.

It probably should follow on the numbers of the Exhibits in case No. 79.

THE COMMISSIONER: Yes, perhaps it is desirable, if we are adopting all the exhibits in that claim. There would appear to have been twelve exhibits filed on the Takahashi claim. This will be Exhibit 13, Mr. Secretary.

30



G. T. Takahashi,  
In Chief.

(STATEMENT MARKED EXHIBIT No. 13)

MR. McMASTER: Before referring to Exhibit 13, my lord,  
I take it my learned friend is agreeing that <sup>Mr</sup><sub>m</sub>  
Takahashi is authorized to make this claim on  
behalf of the company?

MR. McPHERSON: I am agreeing, my lord, on condition that  
Mr. Takahashi will recognize Mr. Hikida's signature,  
who is the man who seemed to be acting for the company.  
Does he know M r. Hikida's signature.

10 MR. McMASTER: You are referring to the leases, and so  
on?

MR. McPHERSON: Yes.

MR. McMASTER: Yes, we are admitting those leases.

MR. McMASTER: Now, my lord, just referring, briefly, to  
the statement which has been filed. (Reading).

Before proceeding it might be advisable to have  
the witness identify the sketch of the property.

THE COMMISSIONER: Very well.

MR. McMaster: Q: Witness, I produce to you a sketch.

20 Is that a sketch of the property of the United  
Marine Products Limited, the portion outlined in  
red? A. Yes.

Q And the pencil markings in that portion, do they  
represent the buildings which were on the property  
at the time of your evacuation?

A Yes.

Q And have you seen the property recently?

A Yes.

Q You will notice on this sketch some yellow lines?

30 A Yes.



G. Takahashi,  
In Chief.

Q Do those represent the buildings which are presently being constructed, or have been completed, in addition to the ones that were on your property?

A Yes.

MR. McMASTER: I would suggest the sketch could be filed with Exhibit 13, my lord.

THE COMMISSIONER: Very well. Perhaps you had better give it a separate number. Exhibit 14.

(SKETCH MARKED EXHIBIT No. 1383/14)

10 MR. McMASTER: Now referring to Exhibit 14, my lord, (Reading).

I would ask my learned friend, if he has it, to produce the original lease from United Marine Products Limited to F. A. Gosse and Company.

THE COMMISSIONER: Is there any dispute as to whether the property was leased at the price which is set out in the lease?

MR. McMASTER: No, my lord.

THE COMMISSIONER: Then are we interested in the lease?

20 MR. McMASTER: I am interested in some of the terms of it, my lord. I would produce from my friend's custody, a ribbon copy of a lease between the United Marine Products Limited and the F. A. Gosse Company as the next exhibit.

(LEASE MARKED EXHIBIT No. 1383-15)

MR. McMASTER: I draw your lordship's attention to the fact that in the first paragraph (Reading). That might be filed with the last exhibit my lord, as one document.

30

I would ask my learned friend to admit, my lord,



G. Takahashi,  
In Chief.

that in February 1944 the Custodian rented the premises excluding the houses, only, therefrom, to Nelson Bros., Fisheries Limited, for a rental of \$105.00 per month, payable in advance, the tenancy to begin on the 19th day of February, 1944 .

THE COMMISSIONER: What was it, year to year?

MR. McMASTER: Month to month, my lord. A monthly tenancy with the arrangement that thirty days notice would be given either way to terminate the arrangements.

10 MR. McPHERSON: I admit that, my lord.

MR. McMaster: Q; Now, Mr. Takahashi prior to your evacuation, were you in fact using the buildings and premises with respect to which this claim is being made? A. I was using the front wharf.

Q Yes, and for what purposes were you using it?

A Unloading fish, and putting fish in the fish bin and take down the fish in the truck.

20 Q Were you collecting fish from fishermen, and then selling it to various other persons for marketing?

A Yes.

Q And you have stated in your statement that you installed two fish elevators on the premises?

A Yes.

Q Were those fish elevators there at the time of your evacuation?

A Yes.

30 Q Have you any knowledge as to what became of those fish elevators? A. I don't know, after I



G. Takahashi,  
In Chief.

evacuated. They were there, but after I evacuated I don't know anything about it.

Q Did you ever have them removed or instruct anybody else to remove them from the premises?

A No, I didn't give any instructions to anybody.

Q And did you ever authorize any person to sell them, or did you sell them yourself?

A I didn't sell, or I didn't give any person authority to sell.

10 Q How would those fish ladders be attached to the building?

THE COMMISSIONER: How were they?

MR. McMASTER: How were, they, yes.

A What do you mean?

Q How would they be attached to the building?

A Oh, the motor itself, we took the motor on the shelf, because water splashed so. It was in a higher place, about six or eight feet high so we made a shelf and put the motor there and used a shaft and belt.

20 Q How was the motor attached to the shelf?

A Oh, just nailed down. I mean bolted down.

Q What about the rest of the apparatus of the fish elevators. How was it attached?

A We have the motor and shaft and belt. The motor and belt are running the shaft and from the shaft another belt running a sprocket wheel, and from this sprocket wheel there is a chain running and we made a chute and this chain is running in the chute from the wharf.

30 THE COMMISSIONER: Q; An endless chain, was it, or endless



G. Takahashi,  
In Chief.  
Cross-Exam.

belt?

A. Yes, an endless chain. Both  
of them were the same way.

MR. McMASTER: Your witness.

CROSS EXAMINATION BY MR. McPHERSON:

Q Mr. Takahashi, you know Mr. Hikida's signature?

A Yes.

Q This is his signature (Producing).

A Yes.

10 MR. McPHERSON: My lord, I would like to file this J.P.  
form, because it was signed by Mr. Hikida, as  
President of the Company.

MR. McMASTER: My lord I haven't seen it before.

MR. McPHERSON: I gave you a copy for your file, I think,  
Mr. McMaster. You should have it.

(J. P. FORM MARKED EXHIBIT No. 1383-16)

Q Mr. Takahashi, at the time that you were evacuated  
and this lease was made with F. A. Gosse & Company,  
which has been filed as Exhibit 15, my lord, what  
buildings were included in the lease on this  
20 plan? A. In the lease? Just the  
wharf building.

Q What is the wharf building?

A That is this (indicating).

Q And this approach to it (indicating).

A The approach yes. All this approach (indicating),  
and half the net house. This is the net house,  
(indicating).

Q This is the net house (indicating)?

A Yes, and net rack.

30 Q And net rack?

A. Yes.



Q So, did the lease cover everything, outside of the dyke?

A. Yes.

Q Everything in front of the dyke?

A Yes, except half of the net house.

Q Half of the net house, which was reserved?

A Yes.

Q Is that where this fish elevator was?

A Yes, in this building.

Q And that building was leased to F. A. Gosse & Company?

10 A Yes.

Q And it was leased by the company?

A Yes.

Q And in the lease where it says "All of the dock. . . .  
. . . hereinafter described property", that included the fish elevators?

A Yes.

Q And it included the net racks?

A Yes, it included the net racks and the net tank for bluestone.

20 Q The bluestone tank? A. Yes.

Q And this lease was for one year, and it was renewed for another year?

A Yes.

Q So that for two years you agreed with the F. A. Gosse Company that they could use the bluestone tanks, the net house, the net racks and could use the fish elevators?

A Yes.

30 Q And the lease also provides that the lessee was to effect repairs, not exceeding \$125.00. What was the



purpose of that provision?

A Well, they want to repair them from time to time.

Q Did something need repairing at the time?

A Well, suppose the net rack or some place was broken down, it need repairing.

Q Could they deduct it from the rent?

A No.

Q They had to pay it?

A They had to pay it themselves. That is they had to  
10 keep it in order.

Q But they didn't have to spend more than \$125.00  
a year, is that right?

A I guess not.

Q How with respect to the claim, which is the building  
that you state you are not claiming anything for.  
Which is the building?

A Can I have the chart?

Q Here is your statement here.

A It is the easiest way with the sketch. Yes, this  
20 is the building (indicating).

Q Now that is a building back of the dyke?

A Yes, a building back of the dyke.

Q Which building would that be. Would that be the  
old brick plant?

A Oh no, I don't think it is here.

MR. McMASTER: He didn't claim for it, my lord.

MR. McPHERSON: Q: Where are the two garages?

A The two garages? These two (indicating).

Q And you are not claiming for the garages?

30 A I don't think so.



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THE COMMISSIONER: He is claiming for the garages, is he not?

MR. McPHERSON: He says not. I thought he was.

q MR. McM ASTER: Not specifically, my lord.

MR. McPHERSON: Q; Your statement says that the company bought this land in 1937 for \$4,000?

A Yes.

Q That is correct. What was on the land at the time you bought it? Was this dock there?

10 A Yes.

Q And the brickworks were there?

A Yes.

Q And the platform -- the deck?

A Yes, but it needed repairs.

Q And the approach was there?

A Yes, but that was all broken down.

Q And what about the net house?

A The net house I built.

20 Q You built the net house?

A Yes.

Q Exactly what was there. Just the old brickplant and the deck?

A Yes.

Q And the approach? A. Yes.

Q None of these building behind the dyke?

A Yes, the brickhouse was there and this house (indicating).

Q What does "this house" refer to. Is that the five-roomed bungalow? A. No, the five-

30 roomed bungalow? It is here (indicating) or it is



G. Takahashi,  
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the other one.

THE COMMISSIONER: It is not going to be very clear "this",  
and "that " on the record.

MR. McPHERSON: I am trying to identify it, my lord.

THE COMMISSIONER: Could you have the witness indicate  
what new buildings he erected, or caused to be  
erected after he bought the land. We have the net  
house as one.

10 MR. McPHERSON: Q: Now, what houses did you erect after  
you bought this land back of the dyke?

A We built this white house and the five-roomed  
bungalo .

Q The white house is Mr. Yamasaki's house?

A Mr. Kamasaki's house.

Q Yes? A. And a five-roomed  
bungalow and the net house and net rack?

Q So that you built the two net racks?

A Yes.

THE COMMISSIONER: There is a net house and a net rack.

20 MR. McPHERSON: Yes, my lord. There are two net racks  
I gather from this chart.

Q Is that right? A. Yes.

THE COMMISSIONER: In addition to the net house?

MR. McPHERSON: In addition to the net house they built  
two net racks and a white house.

Q Is that right? A. Yes.

Q Everything else was there when you bought it?

A Yes.

MR. McMASTER: And the five-roomed bungalow.

30 MR. McPHERSON: That is the white house.



MR. McMASTER: Oh, no.

MR. McPHERSON: It is Mr. Yamasaki's house.

Q Was there another house you built then?

A No.

Q How many houses did you build?

A Yamasaki built one, and this house was there  
(indicating), an old house, almost broken.  
I fixed it up.

Q You didn't build it, it was there. There was only  
10 one house built after you bought the property?

MR. McMASTER: I wonder if "this house" could be  
marked. That is the old house he fixed up ?

THE COMMISSIONER: Mark it with a letter on the sketch.

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: Am I right that the five-roomed  
bungalow was built after they bought the land?

MR. McPHERSON: No, my lord. The only house that was  
built after he bought was the white house which  
Mr. Yamasaki built -- a six-roomed white house,  
20 and I have lettered that AAA.

MR. McMASTER: Before you leave the houses, my lord,  
he said the house behind "A" which we might mark  
"B". There was an old house there, and he rebuilt  
it. Now that could be marked "B".

MR. McPHERSON: Q; What is this old house, before we  
mark it "B", Mr. Takahashi? You rebuilt a house  
there?

A. Rebuilt a house there.

Q What house is that?

A It was all broken and all rotting.

Q What is the house that is there now. Is it a five-  
30 roomed bungalow?

A. A five-roomed bungalow.



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MR. McMASTER: I think your appraiser refers to it  
as the shingled house.

MR. McPHERSON: My principle problem is that my learned  
friend never gave me this chart until this morning,  
and I was supposed to have it five days ago,  
according to your previous ruling, my lord.

Q So that the house marked "B" on this chart, there  
was a house there originally which was in very bad  
shape and you rebuilt it?

10 A Yes.

Q And that was a five-roomed bungalow?

A Yes.

Q Then the two net racks were built by you?

A Yes.

MR. McPHERSON: We will mark them "C" and "D", my  
lord, and the net house I will mark "E".

Q And all the rest of the buildings were there when  
you purchased the property for \$4,000?

A Yes.

20 Q Now can you tell me, Mr. Takahashi, what you are  
claiming for these buildings? That is, you are  
claiming for a total of \$13,500, but I have no  
figures as to what you are claiming as the value  
of each of the buildings? What are you claiming  
as the value of the old brickworks out on the  
pier?

A. Not shown there?

Q I think that is right, isn't it, Mr. McMaster?  
that you can't tell what the values of the various  
buildings are?

MR. McMASTER: My lord, in the statement which was filed  
after being identified by the witness, he points

30



out what it cost him for the elevators, and so on, and he has filed his claim up country on just the cost of the shingle house.

THE COMMISSIONER: I am not concerned so much with the cost as with the market value that he alleges the various buildings had.

10 MR. McMASTER: My position is that the premises were not sold in pieces, They were sold as one unit and that is the way he has been obliged to make his claim.

THE COMMISSIONER: He must have put a valuation on the various items in order to arrive at his total of \$13,500, I would think. If he did not, let him say so himself.

MR. McPHERSON: Q: Mr. Takahashi, when you presented your claim up country, didn't you claim \$1,000 for the five-roomed bungalow?

A Yes.

Q Didn't you claim \$2,000 for the net house?

20 A Yes.

Q Didn't you claim \$800.00 for the two net racks?

A Yes.

Q And are those the valuations you put on those individual items today?

A I didn't make any individual items in this statement.

MR. McPHERSON: I don't understand how we can relate Mr. Reeve's appraisal and the government's defence to the claim unless they are claiming specifically.

30 THE COMMISSIONER: It is proper cross examination to have



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him evaluate the different items. I have it that the five roomed bungalow is \$1,000. Is that right?

MR. McPHERSON: Yes, my lord, the net house \$2,000, the deck and net racks, two of them, at \$800.00.

THE COMMISSIONER: Yes.

MR. McPHERSON: Now with respect to the old brickplant which was owned by the company, why are you claiming as the value of that plant in this claim?

10 A I haven't figured it separately. For this, \$5,000.

Q \$5,000.

THE COMMISSIONER: Which is "this" ?

MR. McPHERSON: That is the old brick plant, my lord, which I will mark with the letter "F" on the sketch, my lord.

THE COMMISSIONER: That does not take in the wharf, does it?

MR. McPHERSON: No, that is a plant itself, my lord.

THE COMMISSIONER: I see.

20 MR. McPHERSON: Q: Now what are you claiming for the approach to that?

A The approach? <sup>Q:</sup> That is all included in it, is it?

A: Yes. this is the house (indicating).

Q \$5,000 is for the building itself?

THE COMMISSIONER: Q: That is for the brick plant?

A For the brick plant, yes. \$1500.00.

MR. McPHERSON: Q: \$1500.00 for the approach to it, and the decking, is that it?

A Yes.

30 THE COMMISSIONER: That is the approach to what?



MR. McPHERSON: To the old brick plant at the end of the dock, my lord.

THE COMMISSIONER: \$1600.00?

MR. McPHERSON: Q: \$1500.00 you said?

A Yes.

Q You are not claiming anything for the two garages?

A No, I didn't. That is included in the balance -- the whole thing.

Q You are claiming something for the garages, then?

10 A Well, the whole property. The rest is the balance. The balance to be applied to the waterfront and the rest.

Q Yes, but what value do you put on the brick house. What is your valuation of the brickhouse?

A Oh, probably a thousand dollars.

Q \$1,000? A. Yes.

Q I will letter that, my lord, "G" on the chart. That is the brick house there, is it, Mr. Takahashi?

A Yes.

20 Q Now you are claiming \$5500.00 for the land, is that right? \$5500.00 for the land?

A No, I don't think so.

Q I don't think so either, Mr. Takahashi. I think your claim for the land comes down, doesn't it -- what are you claiming for the land?

A The balance. We are claiming \$13,500. Take off this much, and that is the balance.

Q All right. Now that leaves a claim for the land of \$2200.00, instead of \$5500.00, is that correct?

30 A Yes.



Q Now, Mr. Takahashi, the items that you have given me add up to \$11,300.00, that is for the improvements on the property. If you subtract \$11,300.00 from the \$13,500, you get \$2300.00 for the land.

THE COMMISSIONER: Add those figures up for him again.

There is \$1,000 for the five-roomed bungalow, \$2,000 for the net house, and \$800.00 for the racks.

Q Is that correct?

A Yes.

10 Q That is \$3800.00 and \$5,000 for the old brick plant and \$1500.00 for the approach.

MR. McPHERSON: Yes, my lord.

THE COMMISSIONER: \$1,000 for the brick house and \$2300.00 for the land. Are those the figures?

MR. McPHERSON: \$2200.00 for the land, my lord.

THE COMMISSIONER: \$2200.00 for the land.

MR. McPHERSON: Yes.

Q Now that we have arrived at \$2200.00 for the land, Mr. Takahashi, what are you claiming for this building which is not marked yet, (indicating) and this building here (indicating)?

20

A This isn't ours, (indicating) we are not claiming anything for that.

Q You are not claiming anything for that?

A Not this (indicating).

Q Or that (indicating)? A. No.

Q Now what are you claiming for this (indicating).

Is this a dwelling house?

A Yes, but it is demolished already.

30 Q So the figures you have given me now are your total



claim for \$13,500. At the time the company made the lease to F.A. Gosse & Company, had the United Marine Products Limited any insurance they were carrying?

A No, I don't think so.

10 Q I am correct, am I not, that you didn't have any insurance on these buildings, and that you put it in the lease that the lessee had to insure them. Isn't that correct. You see, Mr. Takahashi, the leasee is required to insure (Producing).

A Yes.

Q You agree, do you, that the company carried no insurance prior to your evacuation. That is right, isn't it?

A Yes.

20 Q Now with respect to your claim, the statement which you filed this morning, when you arrived at your value at the warehouse on the wharf, which you have valued at \$5,000 in your statement, you refer to the fact you had to remove a baking oven, and that cost \$1500.00.

A Yes.

Q Now, is that cost of \$1500.00 included in this \$5,000 valuation? A. Well, we don't know how much we spent on that plant. Yes, when we removed anything, that is by increase.

Q So, your theory is if you remove something from the property you increase its value in this case?

A Yes.

30 Q So that because you had to spend \$1500.00 in removing



a baking oven and then you built a net house you say the property increased \$1500.00 in value?

A Not only removing the bake oven but we put capping on the pile and the joists and nearly all brick.

Q But the \$1500.00 in your statement filed this morning is for the removal of the baking oven?

A Not only that.

Q Well, it says so. It says, " In addition to this expense ", that is the expense of capping and piling, "in addition to this expense it was necessary . . . . . \$1500.00 to remove it".

10

A Yes.

Q So you are charging \$1500.00 for the removal of the oven?

A. We can't put it in place. but you

Q But you removed it in 1937 or 1938?

A But after that we are using it right along, every year.

20

Q Do you think a purchaser buying the property in the condition it was in 1944 would value the removal of the baking oven?

A I don't know.

Q Now in arriving at your valuations here, have you made any allowance for depreciation? Have you made any allowance for the age of the buildings?

A Yes.

Q You have?

A. Yes.

Q How old was the brickworks at the end of the dock?

A I don't know. V ery old.

30

Q Very old?

A. Yes.



Q On page 2 of your claim you are claiming for the fish elevators, the motors and the hose, and you say the cost amounted to \$1200.00?

A Yes.

Q Well, where is this \$1200.00 in your claim today if we have already accounted for all of the buildings and the land and arrived at the figure of \$13,500? Are you still claiming \$1200.00 for the two fish elevators? There doesn't seem to be any room for that  
10 in this claim now, does there?

A No.

THE COMMISSIONER: He is throwing it in for good measure.

MR. McMASTER: They are individual buildings. He gave that before.

MR. McPHERSON: Q: If they are individual buildings, as my learned friend suggests, didn't you claim \$600.00 at the sub-commission hearing as the value of the fish elevators?

A \$600.00 each, if I remember right.

29 Q Let us suppose for the moment you are claiming \$600.00 each, which would be \$1200.00, you are then claiming the cost of \$1200.00 as stated in your claim in the statement filed this morning. You are not making any allowance for depreciation there, are you. So that if you are claiming the two fish elevators at \$1200.00 you are claiming the cost price. When did you buy them?

A I didn't buy, they were built.

Q You built them?

A. Yes.

30 Q And you built them in 1937?



A Yes.

Q And you consider they were worth \$1200.00 in 1944?

A. Yes.

Q And you had leased them to F.A. Gosse, or you had included them in the lease?

A Yes, everything in the lease.

Q Now with respect to the depth of the water, Mr. Takahashi, can you tell me about the depth of the water on this land? Wasn't this tide land?

10 A Yes.

Q Wasn't it affected by the tide?

A Oh yes, in front. That is the channel.

Q That is a channel there?

A Yes.

Q Wasn't there any of the land under the building at the end of the wharf where the piles were on dry land when the tide was out?

A Yes.

Q When the tide went out part of this building was on dry land?

20

A Yes.

Q How much of the building?

A Oh, nearly all.

Q Nearly all the building?

A Yes, all on the pile.

Q Nearly all the piling was on dry land?

A Yes.

Q When the tide went out?

A Yes.

30 Q If all the piling was on dry land when the tide



went out, how did the fish boats get in there when the tide was out?

A The fish wharf is at the front of the wharf.

Q The piling ran right to the front of the wharf?

A No, I didn't say that.

Q I understand you to say "all piling".

A I said all the building is on the pile, but the front never dries.

THE COMMISSIONER: Q; What did you have, a float in

10

front of the wharf? A. Oh, no, no. You don't need anything at all.

MR. McPHERSON: Q : What was holding the dock up at the front? Wasn't there piling?

A Piling, yes.

Q Was that piling in the water?

A Oh yes, at the front.

Q How much water was there at low tide?

A Oh, ten or twelve feet.

Q How much water does a seine boat draw?

20 A A seine boat? Oh, probably six or seven or eight feet.

Q Isn't that a pretty small seine boat?

A Oh, I don't think so. I had a seine boat myself.

Q I thought seine boats would draw about 10 to 15 feet. Do you think I was wrong?

A Yes, I think you are wrong. If you say 15 feet. That is wrong.

Q And you say the boats could come into this pier at high and low tide both?

30 A Yes, at the time.



Q You never had trouble at low water?

A No.

Q How far is this dock from the ocean?

A About three miles.

Q Was there salt water there?

A Oh, yes.

Q It was salt water?

A No. It is on the Fraser River. It is fresh water, but when the tide comes in you have salt water.

10 Q Did you have any trouble with the toroedes in salt water?

A No.

Q How long would the piling last?

A It is still in good shape.

Q It is still in good shape?

A Yes.

20 Q Now, you have told his lordship that you have allowed depreciation in arriving at these figures here. Isn't it a fact that you state that the net house cost \$2,000 in 1938? I show you your statement (producing). Don't you claim \$2,000 for the net house?

A. Yes.

Q If you claim \$2,000 for the net house in 1938, and it was sold in 1944, and it cost you \$2,000, where is the depreciation?

A The price is up. The valuation is up.

Q You think the value had risen from 1938 to 1944?

A Yes.

30 Q Are you then arguing that there was no depreciation?



G. Takahashi,  
Cross-Exam.  
Re-Exam.

A Even if you take off the depreciation, I think the value is up.

Q You think the value is up enough to cover the depreciation?

A Yes.

Q And if I went through all these items to show you what you are claiming as to what it cost as against your present claim, you would say the depreciation was taken care of by the increase in value, is that right?

10

A Yes.

Q These net racks that you have stated in your claim \$800.00 in 1938, did you use them at all?

A Yes, I have been using them every year.

Q And as to the use of net racks, is there any wear on them at all?

A. I repaired them.

Q You repaired them every year?

A Even the net house is repaired.

Q You think in 1944 the net racks were just as valuable as they were in 1938?

20

A Yes.

Q And have you made any allowance for depreciation?

A Well, they were repaired every year.

MR. McPHERSON: Thank you, my lord.

THE COMMISSIONER: Any re-examination?

RE-EXAMINATION BY MR. McMASTER:

Q Witness, you had originally made a claim in this case for \$21,000 for these premises, is that correct?

30 A Which?



G. Takahashi,  
Re-Exam.

Q You originally made a claim in this case for \$21,000?

A Yes, I did.

Q And you reduced that claim to \$13,500.?

A Yes.

Q On whose advice?

A Yours.

Q And in reducing the claim, did you sit down and calculate the reduction with respect to each of these buildings and with respect to the land?

A No, I didn't, no.

10

THE COMMISSIONER: This claim for \$21,000 included a claim for nets and attachments, did it not?  
It is not very material.

MR. McMASTER: No, I don't think it amounts to anything, anyway.

THE COMMISSIONER: \$1600.00.

MR. McMASTER: The \$21,000 didn't. That is on the face of the claim. That is for the land and buildings.

20

THE COMMISSIONER: Now, doesn't that include both, household furnishings as well?

MR. McMASTER: No, that is his personal claim.

That is one thing I have to amend in his claim.

I have to speak to it. I realized there were other things there besides company property.

THE COMMISSIONER: All right.

MR. McMASTER: My lord, I might mention in that regard in connection with the bluestone tanks, we made a claim in case No. 79. There is no company claim concerning those, and they will stand as his personal claim.

30



G. Takahashi,  
Re-Exam.

I. B. Hewer,  
In Chief.

THE COMMISSIONER: Yes, as a chattel.

MR. McMASTER: Yes, and also a claim he made with regard to a net which is his personal claim, and he is claiming with regard to his furnishings. That will stand.

Q Now this warehouse out there, Mr. Takahashi, was situated entirely on piles?

A Yes.

10 Q I take it that is so from what you have said?

A Yes.

Q And the run-way, that would be true of that as well?

A Yes.

MR. McMASTER: That is all, my lord.

(Witness aside)

THE COMMISSIONER: We will recess for a few minutes before you call your next witness, Mr. McMaster.

(PROCEEDINGS RESUMED AFTER SHORT RECESS)

20

IRVINE BRUCE HEWER, being first  
duly sworn, testified as  
follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Mr. Hewer, what is your occupation?

A Well, real estate.

Q How long have you been engaged in the real estate business?

A. Since 1907.

Q And have been, entirely in this province?

A No, Alberta, California and British Columbia.

Q How long have you been engaged in it in British Columbia?

A. Since 1927.

30

Q And in the course of your real estate business have



I.B.Hewer,  
In Chief.

you had any experience in appraising property?

A Yes, I have been with the Department of National Defence since 1941 appraising property.

Q Since when?

A 1941.

Q Approximately how many parcels of land have you appraised for the Department of National Defence since 1941?

A Oh, I would imagine probably around 800 to 1,000.

10 THE COMMISSIONER: Q; Provincial or Dominion?

A Dominion.

MR. McMASTER: Q: And in the course of your appraisal experience, have you had experience in appraising commercial enterprises?

A Yes.

Q From 1939 to 1944, did you have any experience in building commercial premises?

A Yes. I constructed several buildings up in the Chilliwack area.

20 Q And otherwise? A. No, not so much around here, since 1936 or 1937.

Q Prior to that you did some building in Vancouver?

A Yes.

Q Now my firm instructed you to make an appraisal of the premises with respect to which an inquiry is being carried on today, is that correct?

A Yes.

Q And is this a report which you gave to us?

A Yes, that is correct.

30 Q I draw your attention to the date of that. Is the



I.B.Hewer,  
In Chief.

date of the report correct? It is dated July?

A It was written in October.

Q That should be October 19th?

A Yes.

THE COMMISSIONER: Q: Of what year?

MR. McMASTER: This year, my lord.

A In 1948.

Q And I draw your attention to what appears to be a  
typographical error on page 3 of the report, where  
10 it says 1934, that should be 1944?

A Yes

MR. McMASTER: I would ask to file that, my lord.

MR. McPHERSON: My lord, I would like to take an objection  
to the filing of this report by this appraiser.

The report itself states quite clearly that he  
obtained information from a Mr. McDonald, who was  
out at the property, and he writes in the report  
the information which he obtained which I suggest  
to my learned friend is hearsay.

20 I would be prepared to allow the report to be  
filed, providing my learned friend will call Mr.  
McDonald, or the Nelson Bros. who appear to have  
supplied a lot of the information in the appraisal.  
I would point out also that the appraisal is made  
four years after the sale.

MR. McMASTER: It was a little difficult, my lord, for  
us to make appraisals. In regard to the information  
that is given in the appraisal report I think you  
will find that in Mr. Reeve's reports, there is  
30 material that he obtained and information in the



I.B.Hewer,  
In Chief.

same way and it seems to me that an appraiser in arriving at his fixture of the premises, always obtains information from any source whatsoever from which he can form his opinion. He does disclose the information he obtained that influences him in drawing his conclusion.

THE COMMISSIONER: I am not so much concerned with that as I am with the date on which the appraisal valuation was arrived at.

10 MR. MCMASTER: My lord, that wasn't the date the valuation was arrived at. That is the date of the report.

THE COMMISSIONER: Bring it out from the witness.

MR. McMASTER: This is referred to in the report, and I regret that in requesting the appraisal, I asked for the date of September 1944, that being the date of registration of the deed. The actual sale was July 1944, three months previously.

Q Now witness, this appraisal which I have just  
20 referred to, an appraisal of the property as it was in September 1944?

A Well, I would judge so, yes.

Q As you were able to ascertain it?

A Yes.

Q And in your opinion would your valuation be any different if it were July 1944, instead of September 1944?

A. Not a bit. It is only two months.

MR. McMASTER: Now, my lord, with respect to my friend's objection, I am prepared to call Mr. Bruce or Mr.  
30 McDonald. It seems to me we can prolong these



E.B. Hewer,  
In Chief.  
Cross-Exam.

proceedings forever, if counsel wish to do it.

MR. McPHERSON: My lord, if it will shorten the proceedings, I am agreeable if my friend doesn't challenge Mr. Reeves' discussions with other people -- if he agrees to accept Mr. Reeve's valuation, I will accept his; that is, as to contents.

MR. McMASTER: I wondered if I heard my friend correctly.

THE COMMISSIONER: I think necessarily an appraisal report must be based upon information received by the appraiser. I will accept it.

10

(APPRAISAL MARKED EXHIBIT No. 1383/17)

MR. McMASTER: My lord, rather than reading the report or referring to it, I think your lordship might take a few minutes to read it so the contents are noted. I don't intend to examine on it.

THE COMMISSIONER: Yes, very well. Yes, proceed, Mr. McMaster.

MR. McMASTER: Q: Witness, in your opinion, does this appraisal represent a sound appraisal of the fair market value of this land as at September, 1944.

20

A It does.

MR. McMASTER: Your witness, Mr. McPherson.

CROSS EXAMINATION BY MR. McPHERSON:

Q Mr. Hewer, at the time that you made this appraisal had you seen a copy of Mr. Reeve's appraisal?

A No, I saw it later.

Q And you hadn't seen Mr. Reeve's appraisal when you made your appraisal?

30 A No.



Q When did you see Mr. Reeve's appraisal?

A Oh, I would judge probably it would be sometime in September.

THE COMMISSIONER: Q: Of this year?

A Yes.

MR. McPHERSON: Q: So that the reference on the first page of your report doesn't indicate that you saw Mr. Reeve's appraisal at the time you were making an appraisal. Is that correct?

10 A I would think that is correct. I seen the property prior to seeing Mr. Reeves' report.

Q In your experience as a valuator do you generally make appraisals of properties and give values of four years before?

A Sometimes it is necessary to do so.

Q Do you think it is good practice?

A Well, it isn't good practice, but sometimes you have to visualize these things.

20 Q On the first page of your report, in the last paragraph, you say the premises had been considerably altered since 1944?

A. Yes, I would say that is correct.

Q In what way were they altered, can you tell me?

A Yes. This building here (indicating) was removed.

Q That is the buildings marked "F" for which they claiming \$5,000, my lord. That had been removed, and what else?

A Just a minute now.

THE COMMISSIONER: That is the brick plant, is it?

MR. McPHERSON: Yes, my lord.

30 A Just the brick plant, not the piling.



- Q Yes? A. This building was removed (indicating).
- Q Yes. They are not claiming for that at all?
- A Oh, I see. And this building (indicating)
- Q They are not claiming for that. What do these yellow lines mean?
- A This indicates new construction by Nelson Brothers.
- Q So the yellow line on the chart, Exhibit 14, shows new construction?
- 10 A Yes.
- Q And they have shown some building back here at the old net rack?
- A There is a kind of power plant going in there.
- Q Are these net racks still there?
- A No. There are indications of where they were there.
- Q Were they there when you were there?
- A No.
- Q So the two net racks marked "D" and "G" weren't there when you were there. How about "E", the net loft?
- 20 A That was there. This indicates the office building of Nelson Brothers, adjacent to it (indicating).
- Q Was the brick house still there?
- A Yes, the white house and the green house.
- Q The houses marked "A" and "B" were there at the time Mr. Hewer visited the property, my lord. You have based your valuation, to some considerable extent, on what you were told, haven't you?
- A Not entirely. More or less on the buildings that were erected on the piling at the water front.
- 30 I saw no racks. The rest of the improvements are



pretty well there, with the exception of the fish ladders.

Q Now am I correct that you have valued the land at \$7,000? A Yes.

Q Which the company is claiming \$2200.00 for?

MR. McMASTER: My lord --

THE COMMISSIONER: This is cross-examination, Mr. McMaster.

MR. McPHERSON: Q: I think that is the evidence we were given this morning. They are claiming \$2200.00 for the land. You value it at \$7,000.

A Around \$7,000.

THE COMMISSIONER: That is a matter for comment later, Mr. McMaster. I do not like interruptions during the course of cross-examination, unless there is some mis-statement of fact, and there is none in this instance.

MR. McMASTER: My submission would be there is.

THE COMMISSIONER: Well, I heard the evidence. That is certainly what Takahashi said, and my note says that that was his statement.

MR. McPHERSON: Q: Have you appraised land on the banks of the Fraser River before?

A Yes.

Q You have. A. Yes.

Q This type of land, with fish docks ?

A Yes.

Q And with respect to this building, this brick works marked "F", you have placed a value, I understand, of \$2,000 on the piling?



A Yes.

Q That was left there after they took off the building?

A. That is correct, yes.

Q And Nelson Brothers are using the piling?

A That is correct.

Q Therefore, you say the piling has a value?

A If they are of any use to the kind of construction that is going in at the present time, they have a value.

10 Q How much does it cost to remove the brick works?

A I have no idea.

Q To anyone who bought that lot, or was bidding for that lot, and having the plans that Nelson Brothers appeared to have had, do you think that they would take into account the fact at the time they demolished the building that they would use the pilings?

A They would have to demolish the building that was constructed on top of the piles.

Q Yes. That would cost something, wouldn't it?

20 A They might salvage something out of it, but I doubt it, other than the piling.

Q You never saw that building in any event?

A No.

Q And you would admit it cost something to remove it?

A Well, they might get sufficient out of the salvage of the upper portion of the structure to pay for the demolishing of it, or part of it.

Q Now with respect to the piles, you state that the piles were 30 years old, there were 140 piles, approximately 50% of them old.

30 A 160 piles.



Q 140 , that you estimate at \$2,000 '

A Yes..

Q In your figures you give \$2500.00 as what you think it would cost for the new piles and the capping in 1944? and in your opinion this would add a value of \$2,000 to the land?

A Yes.

Q So there is \$540.00 difference?

A I designated it at about 20%.

10 Q So, you are allowing a depreciation on 140 piles for 30 years of \$540.00?

A Approximately. No, I am not going back for 30 years. I am presuming this, that the piles were in good shape and in good condition for the kind of structure that Nelson Brothers are putting there at the present time; that they were useable, and would be worth a value I placed on them. In other words, they examined the piles fully before they put their own structure on them.

20 Q Did you examine the piles?

A Fairly well, yes.

Q Could you get down under this building?

A Oh, yes.

Q Could you get out to the end of it?

A Fairly well, yes, at low tide. You can't walk out there, but you could walk on the top.

Q How much water would you say was at the end of the dock at low tide?

A I have no knowledge.

30 Q How did you examine the piling at the end of the dock?



- A The pile sticks out of the water.
- Q How did you examine the part of the pile that didn't stick out of the water?
- A I relied on Nelson Brothers for that. If they are putting the type of structure they are putting in there, then they would have to have pretty good piles.
- Q In arriving at your valuation, since this was to be used in connection with fishing, how could you arrive at a reasonable valuation if you didn't know how deep the water is at low tide?
- 10 A This is the dyke (indicating). The tide comes in almost to the dyke, and the land slopes out to here, (indicating), you see. Now then, these piles here -- this indicates low tide, does it? (indicating).
- Q That indicates low tide.
- A These piles (indicating) would be in water all the time.
- Q Does it drop away very quickly there?
- 20 A No, it is a gradual slope, I would say.
- Q Shallow? A. Yes.
- Q If they were using this for the handling of fish, in arriving at a valuation wouldn't you take into account a value of the depth of the water?
- A I think if I was Nelson Brothers I would take it into account.
- Q Surely as an appraiser you would take it into account, in order to arrive at a value of it?
- A When you have boats tied up there, you naturally assume there is sufficient water to dock the boats.
- 30



- Q That depends on the size of the boats, and the level of the tide? A. What we saw were fishing boats -- forty or forty-five fish boats.
- Q In any event, you don't know the level of the water there? A. No, hardly so.
- Q On page 4 of your report you say at the bottom "In our appraisal of the entire property of the United Marine Products Limited it is our contention that salvage value was not valuable".
- 10 A Yes.
- Q In other words, the property was valuable as a going concern--that you have just pointed out to me -- that a great deal of the dock on the foreshore wasn't used by Nelson Brothers except the piling?
- A You mean out here (indicating).
- Q Between the dyke and the water?
- A But this (indicating) was used by Nelson Brothers, and is still being used by Nelson Brothers.
- Q But this is new, isn't it (indicating)?
- 20 A Yes. This part is new (indicating) and this piling under here (indicating) is new.
- Q Yes, but this (indicating) was built by Nelson Brothers, except the yellow line here , and on this side (indicating). There was nothing here (indicating) when the Japanese had it?
- A There was nothing here (indicating) , either pilings or buildings, when the Japanese owned it.
- Q That is right. From the standpoint of Nelson Brothers, the part that is marked in yellow is new?
- 30 A I just indicated that. From that line, yes (indicating).



Q I suggest to you that most of the buildings in front of the dyke, between the dyke and the river,--

A Are on the south side.

Q -- and were used by Nelson Brothers? They were using the piling?

A. The buildings came off the piling, and they constructed their own.

Q As far as Nelson Brothers were concerned the building value was a salvage value, isn't that correct?

A I didn't say it that way.

10 Q I know you didn't say it that way, but isn't that correct? You told his lordship that Nelson Brothers removed the building and used the piling?

A Yes.

Q In other words the building has a salvage value, and you thought it might pay for the cost of removal?

A. I think I indicated there might be a salvage value in the cost of pulling it down, but I didn't say the piling.

20 Q And in getting your information from Nelson Brothers, in order to arrive at this valuation of \$13,900.00 to \$14,000 you did not determine what it cost to take that building off there, in arriving at the two totals as to the value of the piling?

A No. I put \$20.00 a foot on the frontage on there which is evidently the straight value out there, and I added the piling to the value of the land.

Q Well, would I be correct in saying that your valuation is really a structural value?

30 A Well, I don't know how you would put it, but if you pulled these pilings out of this property here,



you would probably destroy the piles and there would be very little salvage value in taking them out of there, and if they are allowed to remain they are useful and therefore valuable.

Q Taking the buildings back here (indicating) would you say your values are on the basis of a structural value of the buildings?

A Yes.

Q I notice in your report at page 4, on the white house  
10 you say, "In my opinion it added its full structural value to the land".

A That is right.

Q "And I would consider that value would be \$1500.00", so that is the structural value?

A Yes.

THE COMMISSIONER: Q; What do you mean by "structural value"? Replacement cost.

A I didn't go into the replacement cost.

Q What does structural value mean?

20 A What it means is with the structure in its present position and to rebuild it.

Q That is, replacement less depreciation?

A Yes.

MR. McPHERSON:Q: Now, Mr. Hewer, just one last question, you made this valuation in 1948, in October?

A In October.

Q Of 1948, and you have stated in your evidence here that you consider that that was a fair market value as of September 1944?

30 A Yes.



Q And you contend it is possible for a valuator to go out and look at a property four years later when the main asset has already been removed, that is the main building, and there has been additional work done on the property, and by discussing the problem with people there, you arrive at your valuation? is that correct?

10 A These buildings were here. This net house was there, the piling was there. I am still going back to the piling. The only buildings that were removed would be probably this one here (indicating) and the net rack, and this here (indicating).

Q Just one question, with respect to the fish elevators. You didn't place any value on them?

A No.

Q You didn't think they were worth anything?

20 A I didn't see them. I was just told, from more or less hearsay, but they were not in place, or if they were in place there was no power attached to them.

Q So you didn't go into that at all?

A Yes, I saw the fish ladders lying there.

Q Oh, you saw them?

A Yes, with the chute.

Q You went into the building that the fish ladders were in?

A. Yes.

Q You saw the fish elevators, and you didn't place any value on them?

A. No.

MR. McPHERSON: Thank you, Mr. Hewer.

30 THE COMMISSIONER: Any re-examination?



## RE-EXAMINATION BY MR. McMASTER:

Q With regard to the fish elevators, were the main parts of the fish elevators in the building when you went there? A. There were the chains and spindles and the woodwork, or the frame that had been taken out by Nelson Brothers, and it just lay there.

Q With no motors?

A No.

Q Now referring to Exhibit 14, the property on the  
10 lefthand side of the property with which we are dealing, as appears on that plan, looking out from the dyke towards the Fraser --

A Yes.

Q -- who owns or operates that property, do you know?

A No more than what we put on here. I don't know if they are still the owners of the property.

Q It appeared to you to be operated by the Great West C anneries? A. Yes.

Q Did their dock extend any further out than the  
20 dock on this plan?

MR. McPHERSON: I don't see that this arises out of my cross-examination. This isn't the property of the company at all.

THE COMMISSIONER: If it is something you over-looked you are free to proceed, Mr. McMaster.

A I would think it extends out about the same as this property here .

MR. McMASTER:Q: The property we are discussing?

A Yes.

30 Q And on the other side of the property, who has docks



E.B.Hewer,  
Re-Exam.

there?now?

A. I would say the Great

West Cannery.

Q They appear to have docks there?

A Yes.

Q And their docks extend out into the Fraser, about the same distance?

A Yes.

THE COMMISSIONER: Q: Have the north Fraser Harbour Commissioners fixed the deadline at that point?

10 A I think they have now, my lord.

Q Where is the deadline in relation to the end of the wharf?

A. It seems to be about where they have extended there wharf.

THE COMMISSIONER: Have you much more ground to cover on re-examination?

MR. McMASTER: My lord, I think that is just about all.

Perhaps I might refer to this plan again.

Q I take it from the evidence you have just given, Mr. Hewer, to clarify it, that the only buildings on this plan which you did not see physically, or the only improvements were "F", the warehouse --

20

A Yes, that is correct.

Q -- the small house that had been demolished --

A Yes, that is right.

Q -- the net racks?

A. The net racks. There is some evidence of the net racks being there, and the piling for it.

Q Having been there?

A. Yes.

Q But the other buildings you did see, and the wharf with the pilings?

30

A. Yes.



MR. McMASTER: That is all, my lord.

(Witness aside)

THE COMMISSIONER: We will adjourn now until two o'clock.

MR. McMASTER: My lord, there is just one thing before we adjourn. I had endeavored to arrange over the week-end to have a Mr. Cameron come to give evidence with regard to the presence of these fish elevators on the property after the Japanese had evacuated. He didn't show up, and it is a question as to whether, on that point, we ought to issue a subpoena to bring him here tomorrow.

10

THE COMMISSIONER: Well, if you wish to you are free to do so. You can find out whether he is ready to come on his own, if not, we will subpoena him.

MR. McMASTER: Very well, my lord.

(PROCEEDINGS ADJOURNED UNTIL 2.00 P.M.)

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

*J. P. Harrold*  
Deputy Official Stenographer

20

30



Take 35  
Jap. Com.,  
Oct. 25, 1948,  
Blygh,  
.....n

F. G. Shears,  
In Chief.

2:00 P.M.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. McMASTER: My lord, before we proceed I think the Secretary is a little confused on the exhibit situation and I think I am partly at fault in that respect. I realize I got in this morning some of the exhibits in case 79, which will remain with that file. For instance, I believe the claim with respect to net house is one of the exhibits -- and his statement in regard to his own chattels.

10

THE COMMISSIONER: Well, supposing without going in to detail-- let us start this property claim -- No. 13 will be Exhibit 1 and 14 will be Exhibit 2, and so on, and then you can add any from the other trial that you wish.

MR. McMASTER: Yes, my lord. That is the claimant's case.

MR. McPHERSON: I will call Mr. F. G. Shears.

THE COMMISSIONER: I think Mr. Shears had better be sworn in each of these cases.

20

FRANK G. SHEARS, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McPHERSON:

Q Mr. Shears, the chart which his lordship has, was that prepared in your office?

A Yes.

Q And contains the information on the records of the Custodian and the liquidator, is that right?

A Yes.

30 MR. McPHERSON: I will file that chart as an exhibit,



F. G. Shears,  
In Chief.

(CHART MARKED EXHIBIT NO. 1383-6)

Q Will you tell his lordship as briefly as possible how the Custodian became interested in the affairs of the claimant.

A We first became aware that the United Marine Products, Limited, had an interest in real property by the filing by Mr. Hikida, as President of the company, the J.P. Form which is now in as Exhibit 4.

10 THE COMMISSIONER: That was when?

A That was on the 14<sup>th</sup> day of April 1942. Beyond indicating that a property was owned by that company, and referring to a few buildings which were rented, the information was not very extensive. On April 18th, 1942, we therefore asked our agent, Mr. A.B. Mather, to investigate and report to us.

Q I show you a letter signed by Mr. Drury, who was of the Custodian's office, was he?

20 A Yes.

Q And that is addressed to Mr. Mather.

A Yes.

Q And was that the letter requesting Mr. Mather to look into this case?

A That is a copy of the letter.

Q I will file that letter as an exhibit.

(LETTER MARKED EXHIBIT NO. 1383-7)

THE COMMISSIONER: What was 5, Mr. Secretary?

THE SECRETARY: Mr. Huer's appraisal.

THE COMMISSIONER: And what was 6?



F. G. Shears,  
In Chief.

MR. McPHERSON: The chart, my lord.

THE COMMISSIONER: Yes, all right. Proceed.

A We then received from Mr. Mather his report dated July 28th, 1942, in which he pointed out , in regard to the property owned by the company, that some of it had been rented by the company.

10 He also referred to a property -- a 3-roomed brick shingle bungalow, marked as Exhibit 2, as Appraisal "G", stating that that property was vacant, but that the manager of the National Fisheries would like to be renting it. He referred to the property marked "A" on Exhibit 2, stating that that property had been leased to a Mr. Douglas for the sum of \$1.00 for the duration of the war. He referred to a 5-roomed shingle roof bungalow house, which is "B" on Exhibit 2, stating that arrangements had been made prior to a declaration for the rental of that property for \$9.00 a month to a Mr. Ernest Spilsbury. He also referred to a 1 $\frac{1}{2}$ -storey frame building, which was rented to Mr. Cook. That particular building does not appear on the claim. There is no claim made for that particular building and Mr. Mather recommended that T. C. King, who is also an agent for the Custodian, should perhaps look after the rental arrangements of these houses.

20 MR. McPHERSON: I will file that report as an exhibit, my lord.

30 THE COMMISSIONER: What is the date of it again --



F. G. Shears,  
In Chief.

28th July, 1942?

A Yes, sir.

(DOCUMENT MARKED EXHIBIT NO. 1383-8)

A We next received from Mr. King the lease, which has been filed as Exhibit 3, dated 15th February, 1942, between United Marine Products, Ltd., and F. A. Goss, and also a renewal of that lease, which was the same exhibit, dated the blank day of January, 1943. These, Mr. King states, he obtained from Mr. Takahashi.

10

MR. McPHERSON:

Q And then Mr. Shears, did you reply to that letter of the 5th -- August 5th?

A Yes, we replied on August 13th, 1942, to Mr. T.C. King, just noting the comments that he had made, asking him to advise Mr. Goss at once in regard to the rental arrangements, and also acknowledging the receipt of \$9.00, which he had collected from Mr. E. Spilsbury, a tenant of one of the houses referred to.

20

Q Now, still dealing with this question of rentals, Mr. Shears, I show you a letter of September 22, 1942, from a Mr. King to Mr. Peers. Was he of the Custodian's office?

A Mr. Peers was an employee of our office, yes.  
THE COMMISSIONER: September?

A September 22, 1942.

MR. McPHERSON: This letter refers to the rentals, too. I just want to put in evidence that the houses were rented. I am going to file the three letters as exhibits. I thought they might be

30



F. G. Shears,  
In Chief.

FILED as one exhibit, my lord.

THE COMMISSIONER: Very well.

(LETTERS MARKED EXHIBIT NO. 1383-9)

MR. McPHERSON: Q: Yes?

10 A Prior to that, on August 3rd we did write to Mr. Hikida, setting out the information we had on file and asking for his comments in regard to same, and we received a reply from him undated, but which was received in the Custodian's office on September 22nd, 1942.

Q I think these two letters might be filed as one exhibit. They are both dealing with Mr. Hikida.

THE COMMISSIONER: You are not filing the previous one?

MR. McPHERSON: The previous one was in connection with the rentals and these are correspondence with Mr. Hikida, whom we believed up to the opening of this case was the president of the Association. I take it that is Exhibit No. 9.

THE SECRETARY: No, this will be Exhibit No. 10, and this No. 11.

(LETTERS MARKED EXHIBITS NOS. 1383-10 and 11 RESPECTIVELY).

MR. McPHERSON: Q: Now, Mr. Shears, what steps did you take after this, if any, to take over the affairs of this company?

30 A Just prior to the expiration of the renewal of the lease, which had been made by the company, in view of the affair being interlocking interest between persons owning houses and the company's interest themselves, and investigation order was



F. G. Shears,  
InChief.

issued to Messrs. P. S. Ross & Sons, dated November 12, 1943, asking them to inspect the books and to report.

THE COMMISSIONER: This was some date in 1943, was it?

A The 12th November, 1943 -- the renewal of the lease expiring in December of 1943.

MR. McPHERSON: I will file that appointment of the inspector as an exhibit, my lord.

THE SECRETARY: Exhibit 12.

10 (REPORT MARKED EXHIBIT NO. 1383-12)

MR. McPHERSON: Q : Yes?

A A short report was received from Messrs. P. S. Ross & Sons in letter 4, dated December 30th, 1943.

MR. McPHERSON: I will file a copy of that report, my lord.

THE SECRETARY: Exhibit 13.

(REPORT MARKED EXHIBIT NO. 1383-13)

20 A And then on January 16, 1944, the Custodian vested the interest of the Japanese shareholders, who appeared to be Yozaema Hikida and Kiichiro Shirakawa, the order being signed by the deputy, C.H. Coleman, on the 16th February, 1944.

MR. McPHERSON: I will file a copy of that vesting order, my lord.

(VESTING ORDER MARKED EXHIBIT NO. 1383-14)

30 THE WITNESS: On the same date, the 16th February, 1944, the Custodian also appointed Mr. Frederick Field, of the firm of P. S. Ross & Sons, controller of the company, with such powers as are exercis-



F. G. Shears,  
In Chief.

able by a liquidator.

MR. McPHERSON: I will file a copy of that appointment  
as Exhibit No. 15.

(ORDER MARKED EXHIBIT NO. 1383-15)

A From that point onward the affairs of the company  
were dealt with Mr. Field and P. S. Ross & Sons,  
who reported to the Custodian from time to time.

Q Mr. Shears, during this time, did the Custodian's  
office make any arrangements with respect to any  
10 of this rent?

A: We found a tenant for one of the properties, which was vacant  
at the time we received our first report.

Q That was for one of the properties.

A For one of the properties, yes.

Q And did the Custodian himself make any arrangement to rent any property from the Custodian's  
office?

A: On September 14,  
1942, which was during the period of the existence  
of the lease, the Custodian did sub-let from  
20 the lessees of a part of the net house, which has  
been stated as one-half of it. I really think  
more than that -- but a portion of the net house  
they rented from the lessees, paying him \$35.00  
a month.

THE COMMISSIONER: That was for the purpose of the  
Custodian's office?

A That was for storing fish nets of the Japanese  
race. They did not affect the financial arrangement  
between the companies and the lessees. The  
30 lease provided for \$95.00 to be paid, and when we



F. G. Shears,  
In Chief.

paid \$35.00, they paid \$60.00, so the company still received \$95.00 rental.

Q Up to the time of the appointment of the liquidator, did the controller at any time take control of the property and control any of the chattels that might be on the property?

A Not at all.

Q Well, was the Custodian administration, insofar as the Japanese were affected, was that merely a question of rentals and collection of rentals?

10

A Only a question of obtaining the rentals from the various parties. Some rentals were obtained direct.

Q Your witness.

CROSS-EXAMINATION BY MR. McMASTER:

MR. McMASTER: May I see Exhibit 7, please.

Q Mr. Shears, you gave evidence before this Commission in regard to the usual procedure in dealing with persons of the Japanese race -- that is general evidence a few weeks ago.

20

A Yes.

Q And I understood the procedure there was to appoint agents, first of all, to try to find the assets?

A: Yes.

Q And then after you got a report and recommendation in, you then appointed an agent to look after the property for you. Is that correct?

A Generally, that is true.

30 Q I refer to Exhibit 7, addressed to Mr. Mather, the



last paragraph of which states:

"The Custodian desires in these cases you investigate and take control of the assets of the persons concerned, and take such other action you may deem necessary to preserve and protect the property."

A Yes.

Q Now, did that instruction to Mr. Hikida refer to the property of this company?

10 A I would say it referred primarily to the fact that Mr. Hikida, in his J.P. Form, dealt with two properties, one of which was property in his own name and belonged to himself, and secondly, the property which was indicated on the J.P. Form, which was being transferred to the United Marine Products, and we sent that out to Mr. Mather.

Q What assets was Mr. Mather to take control of?

A The personal assets of Mr. Hikida.

20 Q And he was not to have anything to do with the company's assets?

A He was merely to report to us the condition he found it in, which he did.

Q Now, he did, in fact, report to you in the next exhibit filed on the company's assets. He reported to you as to Parcel 1 and Parcel 2?

A Yes.

Q And Parcel 1 was company's assets, with certain individual assets on there as well?

A Parcel 2?

30 Q Parcel 2, I beg your pardon.



F. G. Shears,  
Cross-Exam.

THE COMMISSIONER: You are now referring to Exhibit 8?

A Parcel 1 referred to Mr. Hikida's own property and Parcel 2 had reference to buildings, which turned out to be on the property.

MR. McPHERSON: Q: Now, in regard to Mr. Mather's recommendation, did you take it that that recommendation only referred to Parcel 1?

10 A No, that was Mr. Mather's recommendation and we did refer to Mr. King the question of the specific buildings to which Mr. Mather referred, and that was all we did.

Q Now, I would ask my friend to produce a letter dated August 3, 1942, to Mr. Mather.

MR. McPHERSON: Have you a copy of the letter?

MR. McMASTER: Yes.

THE WITNESS: I have it here.

MR. McMASTER: Q: You have a letter there, have you?

A Yes.

20 Q And is that the letter which you, yourself, as Assistant Manager, wrote to Mr. Mather?

A That is a copy of the letter.

Q I would like to file that letter as an exhibit, my lord. It is a letter dated August 3, 1942, from F. G. Shears, Assistant Custodian, to J. B. Mather, in which he acknowledges the receipt of his report (reading same).

(LETTER MARKED EXHIBIT NO. 1383-16)

30 MR. McMASTER: And I would ask my friend to be good enough to produce a letter dated September 22nd, 1942, from Mr. Pierce to Mr. King.



~~(LETTER MARKED EXHIBIT NO. 1383-17)~~

MR. McMASTER: And a letter dated October 1st, 1942,  
from Mr. King to Mr. Pierce.

THE COMMISSIONER: What date?

MR. McMASTER: October 1st.

THE COMMISSIONER: I think they might be filed as one  
exhibit.

MR. McPHERSON: I think that letter is already in, my  
lord.

10 MR. McMASTER: Yes, it is Exhibit 9.

THE COMMISSIONER: September 22nd is in.

MR. McMASTER: It is the reply I want to put in.

MR. McPHERSON: October 1st, Mr. McMaster?

MR. McMASTER: Yes, October 1st. Will you admit, Mr.  
McPherson, this is a letter which was received  
by the Custodian's office?

MR. McPHERSON: Oh, yes.

MR. McMASTER: I will ask to file that as the next  
exhibit.

20 THE COMMISSIONER: What was the previous letter you  
mentioned--what date in August?

MR. McMASTER: It was in September.

THE COMMISSIONER: But you had one September 1st, 1942,  
and one prior to that.

MR. McMASTER: August 3, 1942 -- a letter from Mr.  
Shears to Mr. Mather.

THE COMMISSIONER: No, but there was one intervening.

MR. McMASTER: That is October 1st. I asked him to  
produce two letters, one dated September 2nd,  
30 which he points out has already been filed, from



F. G. Shears,  
Cross-Exam.

Pierce to King.

THE COMMISSIONER: Yes.

MR. McMASTER: And then there is a letter I am now  
filing from King to Pierce dated October 1st,  
1942, (reading same).

(LETTER DATED OCTOBER 1, 1942, MARKED EXHIBIT  
NO. 1383-17)

Q Now, did you receive rent from the National Fish-  
eries for the brick house referred to in that  
letter?

10

A: I would not  
like to be positive about that. Some rentals  
were paid direct to the company. We, ourselves,  
did receive some rentals. Whether we received  
the rentals for this particular brick house, I  
could not say.

Q Well, when you say it was paid direct to the  
company, you mean to whom?

A I don't know. We did not receive the rentals  
under the lease.

20

Q Well, didn't you instruct Mr. King to put him-  
self in a position to collect these rentals?  
and didn't he in fact do so?

A Mr. King collected some rentals, yes.

Q Why didn't he collect all rentals?

A Because some had already been paid.

Q Well, that was prior to the date of appointing  
Mr. King, wasn't it?

A No, rentals were paid after that, I would say,  
direct to the company. It is just a matter of  
accounting, but as I say I am positive some of

30



F. G. Shears,  
Cross-Exam.

the rentals were paid direct and Mr. King, on our behalf, did collect some rentals from some of these houses.

Q On what date did you begin to collect all of the rentals? A: I could not say.

Q Well, how soon after King was instructed to collect did he take action to collect all these rentals? A: In some cases, I think I could say almost immediately he collected them.

10

Q But in this case? A: Well, in regard to some of the small houses, he did collect rents.

Q I will file that letter.

THE COMMISSIONER: If anything turns on this, I think there ought to be more specific information.

Is this the letter you previously referred to?

MR. McMASTER: Yes.

THE COMMISSIONER: Well, that is Exhibit 17.

MR. McMASTER: I would ask my friend to produce a letter dated August 1st, 1944, from Mr. Peters, the Administrator of the property, to Messrs. P.S. Ross & Sons. This is the letter, my lord, dated August 1st, 1944, from Mr. Peters, Administration Department of the Custodian, to P.S. Ross & Sons, and my learned friend it is written by the Custodian's office.

20

MR. McPHERSON: Yes.

MR. McMASTER: (Reading same). And I will ask that that be filed as the next exhibit.

30

(LETTER DATED AUGUST 1, 1944, MARKED EXHIBIT NO. 1383-18).



F. G. Shears,  
Cross-Exam.

MR. McPHERSON: What was the date of that letter, Mr. McMaster?

MR. McMASTER: August 1st, 1944. Now, may I have Exhibit No. 8.

Q Now, witness, in the letter which I just read dated August 1st, 1944, certain tenants are named and certain rentals have been reserved. Can you advise the Commissioner as to who made those rental arrangements?

10 A The rental arrangement with Donald Watson was made by the Custodian.

Q On what date? A: Oh, I could not give you the date.

Q Well, approximately could you give it to us?

A No, I am afraid I couldn't.

Q Is that date available?

A Well, if I had the main file, I could have given it to you. I was considering the matter of administration.

20 Q Now, the next one-- that was the same man who was in there from the beginning?

A That was rented prior to our doing anything.

Q Yes, and the next one is the one-storey 5-roomed frame house. Who made that rental arrangement?

A: Oh, that was made prior-- not by the Custodian.

Q Well, who made it, then, do you know, Mr.

Shears? I draw your attention to Exhibit No. 8,

and according to Mr. Mather's report, filed as

30 Exhibit No. 8, the premises were rented to one



F. G. Shears,  
Cross-Exam.

Spilsbury.

A: Yes, but not by

us.

Q But according to the last exhibit filed, the premises were rented on August -- 1944, to one C. A. Watson. When was the change of tenants?

A C.A. Watson was the original tenant, and then it was rented to Spilsbury at a later date.

Q Well, it was rented to Spilsbury first, it would appear.

A: Let me have a

10

look at the exhibit.

Q Exhibit 8 is Mr. Mather's report.

A Yes, it had been rented to Mr. Spilsbury and at some later date it was rented to Mr. C. A. Watson on the same terms.

Q By whom?

A: By the Custodian.

Q Are you able to tell us the date of that?

A No, I am not.

Q Can you tell us whether it was before or after P. S. Ross & Sons were appointed controllers?

20 A I would think it would be before they were appointed controllers.

MR. McPHERSON: My lord, I wonder if we could shorten this cross-examination a little bit by my pointing out that this is a claim of the United Marine Products, and as I understand it the only question that arises at all as to the chattels of the United Marine is the fish elevators that we heard about this morning, and that was not in any of the houses -- it was in the dock.

30 THE COMMISSIONER: I did not understand the cross-



F. G. Shears,  
Cross-Exam.

examination to be related to chattels. I thought it related to something else.

MR. McMASTER: It relates to the fact when the Custodian took possession -- and the fish elevator is involved in that.

MR. McPHERSON: I want to point out the company does not own all these buildings.

THE COMMISSIONER: Who owns the building that Watson occupies? A: Takahashi.

10 MR. McMASTER: It would appear from Mr. Mather's report and from other correspondence that my friend has filed, that they dealt with this as being the United Marine property at that stage.

THE COMMISSIONER: They dealt with some of it as being the United Marine Property.

MR. McMASTER: They asked for an investigation in April, 1942, and they got a report in July, 1942.

THE COMMISSIONER: Isn't that all that is important?

MR. McPHERSON: I wonder, in view of my friend's re-  
20 marks -- before he goes on with the cross-examination, if I might explain this. I want to make it quite clear, the Government, by allowing Mr. Takahashi his individual claim, can impose no responsibility on the Custodian for the administration in 1944.

THE COMMISSIONER: That does not appear to be the contention. The basis of the cross-examination is that because the Custodian instructed Mather to go in in 1942 and make a report, that such property as belonging to the company was under the  
30



F. G. Shears,  
Cross-Exam.

files and have them here and he can be recalled if necessary to deal with that point.

Q Now, at the expiration of the end of the first lease, Mr. Shears, did the Custodian take any steps to ascertain whether the lessees had expended \$145.00 on repairs on the premises?

A I cannot be positive.

Q And did the Custodian receive a report from Mr. Mather -- or any other person, any report which indicated there were two fish elevators on these premises?

10 that he did?

A: I am not aware

MR. McMASTER: I am now asking my learned friend if he intends to call Mr. Mather.

MR. McPHERSON: No, I do not intend to call Mr. Mather. His report is there, and I do not think the report refers to fish elevators, does it?

THE COMMISSIONER: There is no reference to it.

MR. McPHERSON: I may say, however, I will try to find out about these fish elevators and I could not find any reference to them in the Custodian's letters.

20 THE COMMISSIONER: What is your position as to the date the Custodian assumed control, Mr. McMaster?

MR. McMASTER: My contention is that they assumed control from the date that they instructed Mr. Mather, on April 18th, to investigate the assets and to take control.

THE COMMISSIONER: I would not be with you on that.

30 MR. McPHERSON: What he did at that time was to investi-



F. G. Shears,  
Cross-Exam.

gate an obscure situation on which the Custodian had no information.

MR. McMASTER: Well then, in July, Mr. Mather reports on these assets to the Custodian.

10 THE COMMISSIONER: There may be something about it-- in Exhibit 16, Shears calls attention in this letter of August 3, 1942, to the fact "this property is registered in the name of the United Marine Products", and he goes on to say "for the present we would administer this property under the Smith's file." Now, that is Hikida's file, and I would like before you conclude to intimate to me just what your position is as to date -- that is to say, the date when the responsibility falls on the Custodian and when he assumed it.

MR. McMASTER: Why did the Custodian proceed to find a new tenant for the premises when the National Fish Company gave up their lease?

20 THE COMMISSIONER: Would it be helpful to you now to have a short recess and you can look up your file?

A I am sorry, my main file is in my office, but I will send for it.

THE COMMISSIONER: Yes, perhaps you can get it during the recess.

(PROCEEDINGS RESUMED AFTER SHORT RECESS).

MR. McMASTER: I wonder if I could have the last question from the stenographer.

30 (Question read by reporter).



F. G. Shears,  
Cross-Exam.

A The original lease of the 15th February, 1942, was between the United Marine Products and F. S. Gosse & Company, Limited, and as far as buildings are concerned, it only referred to the dock and the main warehouse and the net house. It had nothing to do with the renewal.

Q And net racks? A: Yes, and the net racks. I am speaking of the real property now. The Custodian had nothing to do with the renewal of that lease. It was renewed on the blank day of January, 1943, and was signed by Mr. Hikida of the United Marine Products, and never, until the expiration of that lease, did the Custodian have anything to do with the renting of any of the properties covered in the lease.

10

THE COMMISSIONER: The expiration of that term would have been in December, 1944?

A Yes, or in January, '43.

MR. McMASTER: There was no necessity for him to have anything to do with it, was there?

20

A There was no necessity at all.

Q Well, will you answer the question, then.

A On the 5th February, 1944, we were advised that the lessee did not intend to exercise his right to renew it at the expiration of the term. I don't know whether he had the right or not, but anyway they intimated they were not going to renew, and the Custodian, on the 19th February, 1944, leased the property to Nelson Fisheries. In regard to the other properties --

30



F. G. Shears,  
Cross-Exam.

THE COMMISSIONER: What do you mean by the other properties?

A: Individual houses. That is to say, the Custodian had nothing to do with the renting of the properties covered in the lease and its renewal.

MR. McMASTER: Q: Before you deal with the other properties, Mr. Shears, will you advise the Commissioner how the Custodian obtained this tenant, the Nelson Bros. Fisheries, Limited?

10 A May I see that file?

MR. McPHERSON: My lord, if it would help my friend any, I would like to point out the file I have supplied him, and the letter contained therein of February 25th, 1944, from Nelson Bros. Fisheries to the Secretary of State gives the particulars of the leasing.

MR. McMASTER: February what?

MR. McPHERSON: February 25, 1944.

MR. McMASTER: That is the letter to the Custodian,  
20 is it?

MR. McPHERSON: If my friend will read the letter first, he can reply to it later and I think it would speed up the proceedings.

MR. McMASTER: Well, after reading the letter, I do not think it gives me any information on how they happened to get Nelson Bros. Fisheries as tenants.

THE COMMISSIONER: Will the witness answer that question?

A It refers to a letter of February 19, 1944, and  
30 that is what I am trying to find.



F. G. Shears,  
Cross-Exam.

MR. McPHERSON: My lord, that letter is also in Mr. McMaster's file.

MR. McMASTER: That still does not answer the question.

THE COMMISSIONER: Well, Mr. McMaster, let us get on.

I do not want all this playing around between counsel. If you have the letter, why not refer it to him?

MR. McMASTER: I have the letter, but I do not see how it answers my question.

10 A I will read the letter, (reading same).

THE COMMISSIONER: Have you any other explanation how you came in contact with Nelson Bros. as a prospective tenant?

A: No, I cannot say, but this confirms an arrangement made by telephone by Mr. Peters, of our Administration Department, an employee in our office.

MR. McMASTER: Q: Now that you have your main file here, Mr. Shears, are you able to answer the question I put to you before as to whether or not the  
20 Custodian, or his agent, did anything to check up on the state of repair of the premises when you received notice that the National Fisheries' lease was not to be renewed?

A That was when the renewal lease had expired?

Q Correct.

A: There is nothing to indicate that we did, beyond leasing the same property to Nelson Fisheries.

MR. McMASTER: Now, I would ask my learned friend  
30 whether he has got a copy of the insurance policy that was placed on these premises by the lessee.



F. G. Shears,  
Cross-Exam.

MR. McPHERSON: I do not think I have, my lord. I notice that the chart shows the insurance as \$5,000.00. I imagine the lessee has the policy.

THE COMMISSIONER: That would be a transaction between the lessee and the United Marine Products and Hikida, would it not?

MR. McMASTER: I think there was a letter.

Q Was Mr. King or anyone else asked to obtain the policy?

10 THE COMMISSIONER: If you have such a letter, it will save a lot of time if you will give us the date.

MR. McPHERSON: I am informed, my lord, that the Custodian has not this policy and the Government does not dispute that the property was insured for \$5,000.00, as stated on our own exhibit.

THE COMMISSIONER: I cannot imagine how the Government would have knowledge of it, when it was a transaction between Hikida and the tenant.

MR. McMASTER: I draw the witness's attention to a letter dated November 3, 1942, from Mr. Pierce to the National Fisheries, Limited.

THE COMMISSIONER: And the effect of it is what?

MR. McMASTER: The effect of it is to request from National Fisheries, Limited, to instruct the insurance agent to send a copy of the policy to the Custodian.

MR. McPHERSON: I have that letter, my lord, but I don't know whether the policy was ever received.

30 I wonder if my learned friend can tell me if there is any purpose in our sending over to get



F. G. Shears,  
Cross-Exam.

that policy,-- what he has in mind.

MR. McMASTER: Well, if my friend is admitting there was a policy of \$5,000 on the buildings which were included in the lease, that is sufficient for my purpose.

THE COMMISSIONER: It is already shown in the chart.

MR. McPHERSON: We filed the chart as an exhibit and it shows \$5,000 on wharf and fish warehouse. It gives all the details in the policy.

10 MR. McMASTER: Q: Now, I take it my learned friend has produced an extract with regard to the assessment on this property in 1942 and he is admitting that to be the assessment in that year, and the taxes, as shown on that document.

THE COMMISSIONER: I think that was covered by your own witness's evidence this morning, was it not?

MR. McMASTER: Not the assessment, my lord.

MR. McPHERSON: My lord, I would point out in Exhibit 6 the assessment for '43 and '44 is shown in the  
20 column under "Assessment", and it was in 1944 the property was sold.

MR. McMASTER: This was an assessment for 1942. Will you admit that?

MR. McPHERSON: Yes, I will admit that. The property was sold in 1944.

MR. McMASTER: Have you an extra copy of that?

THE COMMISSIONER: What was the number of Mr. Huer's statement this morning?

MR. McMASTER: 5, I think.

30 THE COMMISSIONER: Have I all the exhibits here?



F. G. Shears,  
Cross-Exam.

THE SECRETARY: Yes, 5 was an appraisal by Huer.

MR. McMASTER: I would ask to file this. It shows the taxes, and if it is admitted in 1942 the taxes were \$142.10 --

THE COMMISSIONER: I am not concerned with the taxes, am I, Mr. McMaster?

MR. McMASTER: I submit you will be, my lord, before the case is through.

THE COMMISSIONER: All right, put it in.

10 (DOCUMENT MARKED EXHIBIT NO. 1383-19)

MR. McMASTER: I would ask my learned friend to produce a letter dated 7th July, 1944, from Messrs. Norris & MacLennan to the Custodian. Will my learned friend admit that letter was received by the Custodian?

MR. McPHERSON: Yes.

MR. McMASTER: This is a letter dated July 7th, 1944, from Norris & MacLennan to the Custodian, (reading same).

20 THE COMMISSIONER: What is the benefit of all this to me?

MR. McPHERSON: Well, if I might speak about this letter. I understand my friend has been spending some time to find the option. No one has the option. Is he going to produce someone from the Great West Packers or not?

MR. McMASTER: All I want to know is what was done in regard to this letter by the Custodian.

THE COMMISSIONER: Relative to the option?

30 MR. McMASTER: Yes, my lord.



F. G. Shears,  
Cross-Exam.

THE COMMISSIONER: Why not ask the witness?

MR. McMASTER: Q: What was done with respect to that letter from Norris & MacLennan?

A At the time we received this letter, the administration was in the hands of P. S. Ross, and they were forwarded a copy of it.

Q Immediately after the receipt thereof?

A Yes.

Q Do you know whether or not any investigation was made as to the existence, or otherwise of such a document?

A : I was informed that efforts had been made to find its existence

Q By whom were you so informed?

A By Messrs. P. S. Ross & Sons.

Q Was that by a letter dated September 13, 1944?

A That would be the letter, and I think there would be conversations previous to that.

THE COMMISSIONER: What does all this come down to, Mr. McMaster?

20 MR. McMASTER: My point is that the property was sold and I want to know the time it was up for sale, if it was suggested to the Custodian that there was an option for \$14,000.00, and I want to know what the Custodian did with regard to the party who held the option to see whether he was interested in exercising it or not.

THE COMMISSIONER: Well, assuming there was an option for \$14,000, and it was not exercised, what is the difference? It seems to me a lot of this cross-examination is just waving arms in the air.

30



MR. McMASTER: I think not, my lord.

THE COMMISSIONER: There is every indication of it at the moment.

MR. McMASTER: That is all, my lord.

THE COMMISSIONER: Q: Were you ever able to run anything down, Mr. Shears, as to whether an option had been granted by anybody?

10 A No, Mr. Field, he investigated and at the time they received this the property was up for sale and tenders were to be called for, and the tenders were to be received on July 18th, 1944, and we received this letter in the interval. The public was aware the property was up for sale.

Q And neither you nor Field & Co. were ever able to find out whether an option existed or not?

A We did not. I rather fancy when Mr. Field is called he can give you that information. It was placed entirely in the hands of Mr. Field to investigate.

20 Q Well, when Mr. Field is called he probably can run it down.

MR. McPHERSON: I think I should point out the difficulty there was about this option. The letter was not from the company. It was Mr. Norris who was acting for the Japanese company, and the company itself was not in touch with the Custodian.

THE COMMISSIONER: Yes, I appreciate that.

30 MR. McPHERSON: I have one or two questions to ask him, my lord.



F. G. Shears,  
Re-Direct Exam.

THE COMMISSIONER: Very well.

MR. McPHERSON: As a basis for my question, I would ask Mr. McMaster for an option for \$1.00 from this company.

MR. McMASTER: I returned it to Mr. Norris, from whom we got it.

MR. McPHERSON: We tried to get it today, and I thought my friend supply me with a copy.

MR. McMASTER: I have the copy that Mr. Richard Nelson  
10 delivered on Friday or Saturday, my lord.

RE-DIRECT EXAMINATION BY MR. McPHERSON:

Q Mr. Shears, at the time that Mr. Hikida signed this lease, the first lease, -- at the time he signed this lease on behalf of the company --

THE COMMISSIONER: Is that the original lease?

MR. McPHERSON: Yes.

THE COMMISSIONER: Exhibit 3, that is the lease to Gosse, is it?

MR. McPHERSON: Yes, that is the lease to Gosse, my lord.

20 Q At the time that Mr. Hikida signed that lease, did you know what was in any of the buildings on that property?

A No, we had no information at all.

Q And at the time the renewal was signed, by whom was it signed?

A The renewal was signed by Y. Hikida on behalf of the Marine Products and Mr. Wyness.

Q And at the time the lease was signed, did you  
whether  
know/there was anything in the buildings at all?

30 A No, we had no knowledge at all.



Q And at the time that the Custodian rented the property to Nelson Bros. in February, 1944, was there any way in which you would know if the equipment that was there at the time of the first lease was still there at the time of the Nelson Bros. lease? A: We would have no means of checking it.

10 THE COMMISSIONER: Well, Mr. McPherson, apropos of your last question, do you go so far as to say, having a lease in your possession, which refers to certain chattels being contained in the building, that there was no responsibility on the Custodian to investigate once the lease had expired?

MR. McPHERSON: Well, once the lease expired, that is when the Custodian rented it to Nelson Bros.

20 THE COMMISSIONER: Well, do you say there was no responsibility on the Custodian to ascertain whether the chattels contained in the building, and which were left in the custody of the tenant, were still there or not?

MR. McPHERSON: My lord, the point is not quite that -- the point I was making to Mr. Shears. The lease itself does not refer to fish elevators, and the point I was making from the documents themselves, that if the Custodian was never in the property from the time he leased it to Nelson Bros. he would not know what was there.

30 THE COMMISSIONER: There is no reference in Exhibit 3 to fish elevators or the use of them.



F. G. Shears,  
~~Erre~~ Re-Direct.

MR McPHERSON: No, my lord.

Q Mr. Shears, according to the Custodian's information, who did this building belong to the at the end of the dock?

A To the United Marine Products, Limited.

Q And when did you take over the shares of the United Marine Product?

A On the 16th February, 1944.

Q That is all, my lord.

10 THE COMMISSIONER: All right, the next witness.  
(Witness aside).

MR. McPHERSON: My lord, your lordship indicated the the other day, as my learned friend was not prepared to call Mr. Mather, that I would ask Mr. Mather to be called.

THE COMMISSIONER: What do you say as to that?

MR. McPHERSON: It was not a question of not being prepared to call Mr. Mather at all. It was not a question of value. It was just a question  
20 of dealing with the individual property.

THE COMMISSIONER: What is your purpose in having him called?

MR. McMASTER: Well, my point is at the time he made a physical inspection of the property-- and whether or not he saw the fish elevators, I don't know, but apparently the claim is they were there when they left -- in the general --

THE COMMISSIONER: Now, just one moment. We have some  
30 evidence of Takahashi that at the time he turned over these premises to his first tenant



under the lease, Exhibit 3, the fish elevators were there and that man had control of the building for two years following that.

MR. McMASTER: My submission will be, under the supervision of the Custodian he acted in place of the lessor.

MR. McPHERSON: This was a corporation, my lord.

10 THE COMMISSIONER: It is going pretty far. I would be only too glad to call a witness for you, if I thought it was going to be of any benefit, but most of the afternoon has been more or less wasted and I do not want any more time wasted to call a witness who can only speak from recollection, or correspondence, six years old, but if you press it my disposition would be to have him called for you.

MR. McMASTER: Well, perhaps my learned friend will be good enough to check with Mr. Mather to see if he has any notes on it.

20 THE COMMISSIONER: Well, Mr. Shears might do that and let me know in the morning.

MR. McPHERSON: I will now call Mr. Frederick Field.

THE COMMISSIONER: Will Mr. Field be long?

MR. McPHERSON: Well, as far as my examination in-chief is concerned, it will be about 15 minutes.

THE COMMISSIONER: Well, perhaps it would be as well to call him and if necessary, we could sit a little longer today, in view of our long recess.

MR. McPHERSON: I will now call Mr. Field.



F. Field,  
In Chief.

FREDERICK FIELD, being first duly  
sworn, testified as follows:

DIRECT EXAMINATION BY MR. McPHERSON:

Q If my learned friend does not object to my  
leading in the proceedings, I will lead up with  
Mr. Field on his appointment.

10 Exhibit 12 shows that you and P. S. Ross were  
appointed inspectors on September 3, 1943, of  
the Marine Products, and Exhibit 4 is a report of  
your investigation, and Exhibit 15 is your appoint-  
ment as controller with the powers of a liqui-  
dator. Now, starting at the point where you  
were a controller with the power of a liquidator,  
will you just tell his lordship what you did  
after that?

A Well, as we normally do, sir, we got in touch  
with the solicitors for this company and endeavoured  
to get what information we could regarding its  
affairs, and regarding who the shareholders were  
and as a result, we finally found on later in-  
20 vestigation that this company had no books; that  
it had never operated, and prior to the evacuation  
of the shareholders, there were two shareholders,  
Mr. Hikida and Mr. Kiichiro Shirakawa. We  
carried on then, and in order to prepare for the  
liquidating of this property we engaged the ser-  
vices of Johnson, Reid & Watson to make an apprais-  
al of the property, and we received a report from  
Mr. Reeve on the 24th June, 1944, and that forms  
a part of our report on July 14th, 1947.

30 MR. McPHERSON: I would like to file a copy of this



F. Field,  
In Chief.

report of July 14th, 1947, my lord.

(REPORT MARKED EXHIBIT NO. 1383-20)

Q And that report, Mr. Field, contains from Mr. Reeve a valuation of the property, does it -- a copy of the valuation?

A It does. That is right. As a result of that report, the property was advertised for sale and the information in the appraisal was used in compiling the advertisement.

10 MR. McPHERSON: I would like to file a copy of that advertisement, my lord.

(COPY OF ADVERTISEMENT MARKED EXHIBIT NO. 1383-21)

Q Would you just tell his lordship in how many papers that advertisement was published, and when?

A That advertisement was published in the three Vancouver papers on the 29th June and 30th, 1944, and the time for tenders was up to July 18th.

Q And as a result of these advertisements, how many bids did you receive, Mr. Field?

20 A We received one bid only, from Nelson Bros. Fisheries, Limited.

Q And the amount? A: The amount of the bid was \$9750.00. I might interject here that the appraisal by Mr. Reeve amounted to \$8500.00, as being the fair market value of the property.

Q Now, Mr. Field, with respect to the advertising of this property for sale, did you have any problems at all as to the ownership of the lands and the buildings?

30 A: When we were considering the advertising of this property for



F. Field,  
In Chief.

10 sale, we found some of the buildings --the cottages on the property did not belong to the company, and it was after consulting with the Custodian we decided, and recommended that the property be advertised for sale including the cottages. It was felt we had sufficient information in the appraisal to make us distribute any monies received from the sale equitably. The Custodian concurred in our recommendation and we advertised the property of the Company and the other cottages belonging to individuals located on the property.

Q Well, Mr. Field, can you give his lordship any idea as to how long it was before you could ascertain who owned the land and the buildings?

A Well, subsequent to our sale of this property the company was placed in formal liquidation; That is, the winding up of the charter; and it was during this time we were endeavouring to find  
20 out the actual ownership of the company. There was some question raised by correspondence as to who really owned the company, and we finally received a letter, under date of February 15, 1946, from Mr. Hikida, if I might read that letter, (reading same).

THE COMMISSIONER: Is that the first information you had as to the share distribution?

A In our report, I think that was the first clear intimation we had, sir, as to the real ownership  
30 of the property. Attached to that letter is a



F. Field,  
In Chief.

declaration signed by the various shareholders together, with sundry other individuals who are not named as shareholders, giving an ownership to this property quite different to the shareholdings.

Q I show you copies of the correspondence. Is that a copy of the letter you just read?

A Yes, and that is a copy of the document attached to it.

10 Q And this letter here -- this letter explains -- I don't think my learned friend will object to this-- the letter from Hikida, being through the Department of Labour of the Japanese Division, and was then sent on to Mr. Field, and I have letters here from the Department of Labour to Mr. Field and I would like to file them.  
(LETTER MARKED EXHIBIT NO. 1383-23)

20 THE COMMISSIONER: By the way, when was the first lease given to the Nelson Bros. When were the premises leased to them?

MR. McPHERSON: 15th February, 1942.

MR. McMASTER: No, it was leased to Gosse in 1942 and leased to Nelson Bros. in 1944, on a monthly tenancy.

MR. McPHERSON: Your witness.

30 THE COMMISSIONER: We will adjourn now. Is there any significance to be attached to the fact that Mr. Reeve's appraisal of these premises was \$9500.00 and the offer of Nelson Bros. was \$9750.00? Were they informed of the amount of



F. Field,  
InChief.

the appraisal before they put in their bid?

A Certainly not.

Q Is there any significance to be attached to the fact the two figures ~~is~~ should be so close together?

A It was purely a coincidence, my lord, as far as I am concerned.

Q They had been your tenant for about six months before the sale. Is that not the case?

10 A Yes, but I had not been in touch with Nelson Bros. in any way.

THE COMMISSIONER: We will adjourn now until 10 o'clock in the morning.

(ADJOURNED TO OCTOBER 26, 1948, AT 10:00 A.M.O)

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

*E. Blyth*  
Deputy Official Stenographer



Vancouver, B.C.

October 26th, 1948 10.00 A.M.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

FREDERICK FIELD, resumes stand.

CROSS EXAMINATION BY MR. McMASTER:

- Q Mr. Field, you advertised this property for sale  
you gave evidence yesterday?
- A Yes.
- 10 Q And I understood that it appeared in the three  
Vancouver papers? A. That is  
right.
- Q On or about the 7th of June, 1944. That is the  
date of the first one?
- A I think the dates are stated in my report the 29th  
and 30th of June.
- Q The 29th and 30th?
- A That is right.
- 20 Q Would the publication on the 30th be the publication  
in the News Herald of that morning?
- A No, the date of the 30th would be the Vancouver Sun.
- Q And the publication in the other two papers was on  
the 29th? A. That is right.
- Q Did that appear in those newspapers once or more  
than once? A . Once .
- A Once? A. Yes.
- 30 Q And the date of the closing of the tenders was the  
18th of July 1944?
- A That is right.



Q Approximately three weeks after the date of the advertisement? A. Yes.

Q When you are dealing with property -- first of all will you agree this was property of a more or less specialized nature?

A Not exactly specialized. We advertised it as waterfront, waterfront property.

Q Well, its appeal would be to some commercial organization or persons who were interested primarily fishing or some allied business? The property was formerly used as a brick plant?

A I didn't know about that. I merely advertised it as waterfront property.

Q The average person on the street would not have any interest in the acquiring of the property except as an investment, possibly?

A I don't know.

Q And do you consider that advertising the property once in each of the Vancouver newspapers was sufficient publication of the fact this property was for sale?

A I think in view of the nature of the publicity that was given, the advertisement was the kind of advertisement which would immediately come to the attention of anyone being interested in waterfront property.

Q If he happened to see those issues of the paper?

A I don't know about that.

Q And do you consider that three weeks was a long enough period to allow for the closing of tenders?



A Yes.

Q I suppose it would be true that if a company saw your advertisement and were interested in the acquisition of these premises, it would normally require a meeting of the directors.

THE COMMISSIONER: Is that not argument.

MR. McMASTER: Q: Were you aware of the fact there was an organization of canneries in B.C.?

THE COMMISSIONER: An organization of what?

10 MR. McMASTER: Of cannery operators and owners.

A I don't know of any official organization.

Q I think Mr. Shears in his general evidence referred to such an organization of the companies that are engaged in the fishing business. Were you not aware of that organization at the time you had this property for sale?

A I know of no official canneries organization, no. I don't know of one to this day.

20 THE COMMISSIONER: Q: What do you mean by that. You do not think there was one?

A I think there are unofficial getting togethers of the different canneries, but there is no official canneries organization as such to my knowledge.

MR. McMASTER: Q: Or is there any organization that you know of, companies or individuals that are engaged in the fishing business?

A Well, I have personal knowledge of the fact that they sometimes get together in discussing fishing problems, but not as an organization.



Q Aside from the newspaper advertisement did you make any endeavor to draw to the attention of this informal group of persons you knew about that this property was for sale?

A I don't recall having done so, no.

Q Were you in any hurry to get rid of this property?

A No.

Q In fact the property was producing a fairly reasonable revenue?

A. Yes, sir.

10 Q Now this bid you received from Nelson Brothers Fisheries actually was received the day after the tenders closed, according to the advertisement, is that correct?

A. I don't think so.

Q I understood it was sent in on July 19th?

THE COMMISSIONER: Has it been put in?

MR. McPHERSON: It has been filed as an exhibit, my lord.

THE COMMISSIONER: Can you give me the number. Let me see Exhibit 22.

THE WITNESS: I have it here, It is dated the 19th.

20 MR. McMATER: I think the witness --

THE WITNESS: It is dated the 19th of July.

Q Which was a day after the tenders closed?

A That is right.

Q Did you attach any significance to the fact that bid was sent in the day after the tenders closed?

A No.

Q Mr. Field, was it not your policy in dealing with what has been described as the evacuee companies to offer the premises to the tenant before offering them to the public?

30 A My handling of evacuee companies was fairly limited.



I have no recollection of having offered any properties to the tenants.

Q You have no recollection of following that practice?

A No.

Q In fact, was this property offered to the tenant prior to its being offered to the general public?

A No.

MR. McMASTER: That is all, my lord.

THE COMMISSIONER: Any re-examination?

Q:

10 MR. McPHERSON: Yes, just one question on this question of this option for \$14,000 which was referred to by my learned friend yesterday. Can you tell me anything about that option?

A Yes, <sup>we</sup> were advised by Messrs. Norris & McLennan, under date of the 7th July 1944, that they had been consulted by Mr. Takahashi and the lawyers stated in this letter that they understood at one time the Great West Packing company of Steveston had been given an option to purchase at a price of \$14,000. As a result of that letter -- this letter was addressed to the Custodian -- we were given a copy of that letter immediately and we wrote to Messrs. Norris & McLennan, and advised them the property was being offered for sale, the information being that if there clients were instructed we would assume they would get in touch with the Great West Packing Company and they would make a bid on the property. Subsequent to that time we confirmed with the Great West Packing Company there was an option, but they were not  
20  
30 interested in carrying it out.



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Re-Exam.

THE COMMISSIONER: Have you any information as to the date when the option was granted or supplied?

A My recollection and this is purely recollection is that it was given sometime about the time that the Japanese evacuated the property, but I have not any exact information, sir.

10 MR. McPHERSON: My lord, on this question of the option, since my learned friend saw fit to raise it yesterday, my understanding is contrary to Mr. Field's evidence, and I think my learned friend will agree with me that the option was given in 1940. Is that right?

MR. McMASTER: It is quite possible there were two options, one in about 1940 and the other about 1942. The one given in 1940 I have not been able to locate. It is the one alleging to have been for the \$14,000. The reason I refer to the other is that I think I can prove it. The one in '42, at the time of evacuation was not any specific amount of \$14,000. It was purely a right to meet any offer by anybody else on the property.

20

MR. McPHERSON: In view of the fact that the second option has been referred to -- if there is any point involved at all, and I am not sure there is, the government would argue that the second option having been to the same people, replaces the first option. I endeavored to obtain that last night from my learned friend who had it in his office and he did not feel he could let me see it or to give me a copy of it and

30



I understand he has returned it to some people in the city and I will have to endeavor to get hold of it. I request your lordship that I be allowed to file that option even although the government has closed its case, because I think it is very material in view of the suggestion that the \$14,000 option was outstanding, and I think my learned friend may be able to obtain a copy for me.

10 THE COMMISSIONER: Since the subject has been raised, Mr. McMaster, if I am to give any credence here at all, I think you ought to exhaust the possibility of getting the evidence.

MR. McMASTER: I might say this, my lord, the only purpose I had in referring to this letter of Norris & McLennan, was not with a view to establishing the value or with a view establishing the amount of the option, but from the standpoint of being aware of the alleged option; did the Custodian or did Mr. Field get in touch with the person who allegedly  
20 held the option to ascertain whether they were interested in expediting it. Frankly I do not think Messrs. Norris & MacLennan have any evidence that there necessarily was an option and I cannot find it in any event, so that the only purpose I have --

THE COMMISSIONER: If there was an option existant, it apparently was granted in 1942, two years prior to the declaration of the war against Japan. It must have been something in the nature of a protection to the Great West Company, if they were  
30 the optionees which they did not choose to exercise.



R. Field,  
Discussion.

MR. McMASTER: It is quite possible. I am not relying on the option or the amount but I want to know what the Custodian did.

THE COMMISSIONER: So far as I am concerned, with the material before me, Mr. McPherson, I do not feel I can give any effect to that evidence at all unless something more is brought before me.

MR. McPHERSON: Thank you, my lord. But the only point I am now interested in is that the government has been  
20 required to supply the opposing counsel in all these cases with copies of documents and so on, and I think we have gone out of our way to do so. There is an option in existence which Mr. McMaster had in his office last night for \$1.00 with the right to the Great West Packing Company to ~~meet~~ meet any bid or offer and I just thought the option might be of interest to your lordship in view of the fact that \$14,000 was not necessarily the price they  
20 were prepared to pay, and I wonder if Mr. McMaster would produce a copy of that for your lordship to view.

THE COMMISSIONER: This document was in your custody as representing your client?

MR. McMASTER: My lord, the document was not my property or my client's property.

THE COMMISSIONER: I cannot do anything about that.  
Thank you, Mr. Fields.

(Witness aside)



D.W.Reeve.  
In Chief.

MR. McPHERSON: I call Mr. Reeve.

DOUGLAS WILLIAM REEVE, being first  
duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McPHERSON:

MR. McPHERSON: My lord, I don't know whether it is  
verbally necessary to qualify Mr. Reeve or not.  
I have obtained from Mr. Reeve a statement of his  
qualifications. I can run through that if your  
lordship feels I should. I don't know if Mr.  
10 McMaster will admit he is a qualified valuator.

MR. McMASTER: My learned friend has set out his  
qualifications in a statement. If he swears to  
the statement, that is all right.

MR. McPHERSON: Q; Is this statement correct, Mr. Reeve?  
A Yes.

MR. McPHERSON: I would file that as an exhibit, my lord.  
(DOCUMENT MARKED EXHIBIT No. 1383/4)

Q Mr. Reeve, you were requested by Mr. Frederick Field  
to inspect the United Marine Products Limited property,  
20 and I show you a copy of the report. Is that your  
to Mr. Fields? A. Yes.

Q I file that as an exhibit, my lord. There is  
a chart attached.

THE COMMISSIONER: It is already in.

MR. McPHERSON: Well, it is already in, but I don't think  
the chart is in.--

MR. McPHERSON: Mr. Reeve, at the time you inspected this property  
did you make detailed notes?

30 A Yes.



Q Did you make a careful examination of the property?

A Yes, a very thorough examination.

Q I show you a sheet. Is that a sample sheet of the type of examination you made?

A Yes, that gives all the particulars of that particular building.

Q That is with respect to what?

A This is a diagram and notes on the size and condition of the wharf and the warehouse and the driveway and the covered way adjoining.

10

MR. McPHERSON: I would like to file that as an exhibit, my lord, as the type of inspection that is made.

Q That is from your notes made at that time?

A Yes, I have notes on all the buildings.

MR. Reeve, in this chart Exhibit 6, your valuations are shown; in this column here the valuations are shown?

A. Yes.

Q Could you give his lordship the structural valuations you place on these particular buildings?

20 A Yes.

Q So that he might relate it --

A To the land.

Q The land and the buildings.

THE COMMISSIONER: Are they not all enumerated in the report.

MR. McPHERSON: Well, my lord, I would like to have the structural values in, because it shows quite a surprising situation if you compare his structural valuations with Mr. Hewer's values.

30 THE COMMISSIONER: That is what I say. Are they not already



in?

MR. McPHERSON: They are in the report. I want him to run over them so that you might put them in Exhibit 6.

THE COMMISSIONER: Very well.

MR. McPHERSON: Exhibit 6 is the Custodian's chart in respect to the claim for the land.

Q I notice your valuation, Mr. Reeve, is \$7,000 and in regard to the structural valuation I have left a blank column there your lordship will notice.

10 What was your structural valuation of the old brick plant?

A \$500.00.

Q Is that the brick plant?

A Oh, the brick plant, no. I thought you meant the brick house. No value. It was in too poor a condition; no value, although I calculated that in the value of the land together with the net racks.

Q So you have included it in the value of the land and net racks? A. Yes.

20 Q With respect to the old brickhouse what was your structural valuation?

THE COMMISSIONER: In 3 and 4, Takahashi.

MR. McPHERSON: Yes. Mr. Reeve has included them in his \$7,000 for the land.

Q The brickhouse? A. The brickhouse, \$500.00.

Q And the unpainted five roomed house, the structural value? <sup>A:</sup> Is that the white house?

Q No, the white house is Mr. Yamasaki's.

20 Q The shingled house.



Q Yes, I think that must be it. Yes, that is the house?

A. That is the shingled house.

THE COMMISSIONER: Where is that?

MR. McPHERSON: That is No. 1 in Takahashi. You placed a valuation of \$250.00 for sale purposes and the structural valuation of \$600.00 on that?

A Yes.

Q And the net house is?

A \$1500.00.

10 Q As against the sale value of \$1,000?

A Yes.

Q You have considered Mr. Hewer's report?

A Yes.

Q Which has been filed as an exhibit?

A Yes.

Q Can you tell his lordship how Mr. Hewer's valuation compared with yours <sup>to</sup> as/the structural valuations, more so having given evidence that his valuation is based on the structural value?

20 A Only that they are identical with my figures except that Mr. Hewer has allowed \$800.00 for the net drying racks, which is the figure mentioned by Mr. Takahashi yesterday, and he has also added \$2,000 for piling which has since, I understand from the evidence, been found usable.

Q What would you say about the piling?

A In July 1944, when the sale was made, and at the time I made my valuations, the wharf and the warehouse were in very poor condition, and I don't think  
30 it would have been possible for anybody to say that



D.W. Reeve,  
In Chief.  
Cross-Exam.

any of the piling would be of use. That was only ascertaining after the thing was pulled down and it was examined in detail for the purpose of seeing if any could be used, and I don't think it could have been used by anybody, and I am quite sure a buyer would not have speculated on the chance there would be \$2,000 worth of piling useable. The wharf and the building were in such a state that nobody would place any value on them.

10 Q Is your valuation, Mr. Ross, today -- would you still say that your valuation of \$9500.00 was the fair market value as stated in your report of 1942?

A Yes.

MR. McPHERSON: Your witness.

CROSS EXAMINATION BY MR. McMASTER:

Q Mr. Reeve, if you were asked in 1948 to place a value on premises as at sometime in 1944 and you had an opportunity to inspect the premises and an  
20 opportunity to examine the wharf do you think you could arrive at your opinion of the fair market value in 1944?

THE COMMISSIONER: Let us get the facts accurately. In the first place Mr. Hewer said he did not see the Reeve appraisal until after he had seen his own. You put your premise upon a different basis.

MR. McMASTER: My understanding of Mr. Hewer's evidence was he did not see the Reeve appraisal until after he had examined the premises.

30 THE COMMISSIONER: I misunderstood, <sup>what</sup>/I understood was that



he had made his appraisal before he saw the Reeve appraisal.

MR. McMASTER: My recollection of the evidence was --

THE COMMISSIONER: I would like that checked, because hypothetical questions are bad enough, but hypothetical questions based on mis-statements of fact are worse or inaccuracy as to the facts. If you are going to put the questions you had better have the record checked; have you got a transcript of yesterday.

10

THE SECRETARY: No.

MR. McMASTER: I will look into it at the adjournment, my lord.

Q Mr. Reeve, where in your report did you refer to the existence of any net racks on the premises?

A I have not referred to it, but I have a note of it in my notes.

Q Let me see Exhibit 26. Will you show me where the note is?

20

A. Not in that note. I have another note, but in my report on page 2, I mention it to this extent, I speak of the size of the wharf and I say north of this is a platform and driveway of triangular shape.

Q What?

A. North of this is a platform and driveway of triangular shape.

That is only reference to things outside the wharf but the net rack is north of that again.

Q Are you suggesting that the platform would be described as a net rack?

A. Oh, no.

30

Q Or that the driveway is a net rack?



A No, the net racks are north of that.

Q So that the net racks are in front of the wharf,  
is that correct?

A And also west of it.

Q And also to the west of it?

A Yes.

Q And they were fairly sizable structures?

A The net racks?

Q Yes?

10 A. Well, I estimate that there  
was approximately 17,000 square feet in there, but I  
have a note that the construction was a very light  
platform construction with planks which were not  
thick planks; just inch planks, I think, with two  
by six joists at five feet centres. That is the  
joists were five feet apart and the whole thing was  
supported on ~~posts~~ on the tide flats, very, very  
light construction.

Q Why did you include those in the value of the land  
as distinct from the other?

20 A Well, there appeared to be of purely a temporary  
nature and would have a very short life.

Q Then would you not normally put a value on them  
aside from the fact they would not last very long?

A No, I think anybody purchasing that property would,  
or might consider if he was paying \$7,000 for that  
land he was paying all that it was worth and those  
structures were things he might make use of and he  
might not.

30 Q Yes, but your suggestion is that they really did not  
add anything?

A. No, I don't think



they had any separate market value.

Q And did they add anything to the value of the land itself?

A. No, I don't think so.

You see the wharf itself was old and the net racks were not new, and I figured the probabilities were that the purchaser would destroy the whole thing and start afresh.

Q And you considered the warehouse added no value to the land?

A. No.

10 Q And you considered that the piling had added no value to the land?

A No.

Q So that really your value was \$7,000 on the land is the value of the land?

A Yes, practically, yes.

Q Did you consider that <sup>A:</sup> and a very generous --

Q Did you consider that there was salvage in the warehouse and wharf and net racks which would more or less cover the removal thereof?

20 A No, when you pull down a building that is 35 years old, there is very little salvage value in it because you get a lot of old material. You can probably get people to cart it away from the property; you might save a little cartage that way, but it is not of much use for rebuilding, taking out all the nails and sorting out all the lumber to take out what is good enough at the present cost of labour, or the cost of labour in 1944.

30 Q You did not make any allowance in your appraisal for the cost of removal?



A No, I think \$7,000 was the full price of the thing as it stood.

Q For the land? A. Yes, sir.

Q I draw your attention to one statement in your report, Mr. Reeve. I am sorry -- I don't have the long copy of this. Mine is abbreviated so I cannot direct you to the exact paragraph where you deal with the subject of assessments of building?

A Yes.

19 Q And you said the assessment of buildings was \$12,320.00 and then you said the amount of this is higher because probably the assessment on the buildings wharf/ has not been revised?

A Where is that.

Q After your description of the shingled house .

THE COMMISSIONER: In the middle of page 4.

A Yes, I have just found it, my lord. Yes. No, the practice amongst assessors is that so long as a building is in use the maximum depreciation that they would allow is 80%. The longer the building is at all useable and is occupied, they consider that it has a value of 20% of the new replacement cost even if the general public or a buyer or a real estate valuator would say that it had no value at all and was more of a liability. The assessor would still say it had 20% of its original value.

20

Q Did you make any inquiries to justify your statement that the assessment on the wharf buildings have not been revised?

30

A. I don't remember that.



Q Did you check on the assessment item?and find it was \$12,320.00 as stated in your report?

A I think that was all the buildings.

Q Where did you get that information?

A I got that information from the Municipal Hall.

Q Evidence was given yesterday that the assessment in 1942 on the improvements on this land was \$13,320.

A On old buildings?

Q On the improvements on the land; that is the total  
10 improvements. A. \$13,000 how much?

Q -320.

THE COMMISSIONER: It is a thousand dollars over the figure you quoted.

A Well, assessors very often take off that amount of depreciation every year.

MR. McMASTER:

Q Do you suggest that was an automatic taking off by the assessor? And not a re-assessment?

A No, I think that is simply a reduction of the previous assessment. The mere fact that it has  
20 the last three figures, 320 indicates that.

Q You don't know?

A I am an assessor and acquainted with a lot of assessors and discussed this matter with them and that is the usual practice to allow depreciation.

Q Let me have Exhibit No. 1. Referring to Exhibit No. 1, the statement of the claimant, Mr. Reeve', will you agree with him what the water frontage was on the main channel of the Fraser River, near the mouth  
30 of the Fraser River? A. It is what is known



D.W. Reeve,  
Cross Exam.

by the Department of Public Works as the cannery channel.

Q And it is near the mouth of the Fraser River?

A Yes, between the main island and Smoky Tom Island.

Q Would you agree that the wharf is accessible by fishing craft? A. Small fishing craft probably at most stages of the tide but for larger fishing craft I made inquiries and I was told there was a limited depth of water at low tide.

10 THE COMMISSIONER: Q: You say at eight feet?

A Yes, eight feet at low tide and 20 feet at high tide.

MR. McMASTER: Q: It was accessible to small fishing craft all the time?

A Well, gillnetters, if there was eight feet of water.

Q For the larger fishing boats--

A They would have to come in --

Q -- at the higher tide?

A At the higher or three-quarter tide.

Q There was a great deal of gillnet fishing done at the mouth of the Fraser River?

20

A Yes, there probably is.

Q Would you agree with the claimant that this property received protection from open sea by reason of the islands that are out in front of it?

A Well, there would be a certain amount of protection, but I think -- I think it might be just as well to concede it.

Q If that is so, it would add to the value of the use of this place?

A. I took that all into consideration. I took the location into consideration

30



in making the valuation.

Q Did you make any reference to that in your report?

A No, I didn't think that was necessary. I was not making a complete geographical description of it.

Q When you state in your report that the property is only saleable to a purchaser requiring property for waterfront or industrial purposes, were you suggesting that depreciated the value of the property?

A Oh, no.

10 Q And you stated for development by such a purchaser are more likely to be a liability than an asset. Did you consider that depreciated the value of the property?

A. Yes, to some extent, because in arriving at the market value I put those buildings at less than the structural value.

The houses were rented and under the regulations existing at that time it would be impossible to get possession of them.

Q For how long? A. Nobody knew.

20 Q You are suggesting that they were completely frozen at that time? A. Well, you could not turn the tenant out.

Q In 1944? A. As far as I remember. I have stated in my report that under present housing conditions and regulations of the Wartime Prices & Trade Board, it might be difficult for the purchaser to obtain possession of the dwelling.

Q You are now suggesting however, it would be impossible.

THE COMMISSIONER: I think you are the one that suggested.

30 The witness has not said so.



MR. McM ASTER:Q: Would it have been possible under the regulations at that time as you recall them ?

A I would rather not reply to that without reading the regulations over again. The regulations are very lengthy and complicated.

Q Were you aware at that time that one of the houses, the brick house was occupied by a party who had been let in there, more or less as caretaker?

A Let me refer to my notes and see if I have that.

10 I have a note that was rented for \$10.00 a month and I have some recollection that when I went out there that Mr. Peters thought the tenant was in arrears with his rent.

Q So that he could have been put out of possession?

A I am not sure of that. That is simply my recollection. I know there was one tenant in arrears with his rent.

Q May I see Exhibit 8, please. Mr. Mather reported in his report Exhibit No. 8, back in 1942 that  
20 the two-story framed white house -- that Mr. Douglas had been allowed into that house for the sum of \$1.00 for the duration and he was in actuality a caretaker rather than a tenant. Were you aware of that when you made your appraisal?

A I have a note that the tenant pays for taxes and the water rates only.  $\frac{3}{4}$

MR. McPHERSON: I thought the white house had been withdrawn from this claim.

MR. McMASTER: My lord, the appraisal deals with the  
30 whole thing. I want to see how many of those houses



were available to a purchaser buying the whole thing. That would not be a tenant that was in arrears, with his rent.

A No.

Q So that under the regulations of 1944 it would have been possible to have obtained possession from two of those tenants?

10 THE COMMISSIONER: How did you suggest this man could have been got rid of when he was allowed in for the duration?

MR. McMASTER: I submit it will be a matter of argument. I will have to file the rental regulations in 1944, that being a caretaker his tenancy could be terminated.

THE WITNESS: I have a note in connection with that white house, that the occupant claimed he owned the hot water tank and connections in the house.

MR. McMASTER: Q: I think that appears in your report?

20 A Does it, I am just reading my notes.

Q Witness, if two of those three useable houses at the back of these premises -- if possession of them could have been obtained within a reasonable length of time, would you say that the existence of these houses on those premises would detract from the whole premises?

A No, I have added some value for them.

Q You would not add their full structural value?

A No. As a matter of fact the brick house was in very bad condition.

30 Q Will you answer the question first of all as to



whether -- I am referring to this paragraph where you state that from the viewpoint of such purchaser the house is more ~~in~~ liable to be a liability than an asset, except where there may be used --

A What I meant by that was that a purchaser buying that for industrial purposes might not want to have too many houses on that ~~land~~. He might want to use the whole area for yard purposes.

10 Q Are you not aware of the practice in Steveston of the various canneries who own houses more or less adjacent to the canneries?

A Yes.

Q That is a common practice?

A Yes, sir.

Q And the manager quite frequently lives there in one of these company houses?

A Yes, that is possible.

Q And some of the employees who are necessary?

A Yes, sir.

20 Q So that any person following the fishing business or the cannery business, the existence of these houses which are adjacent to the property would be a valuable asset?

A Not of very great value because of their condition.

Q Was housing near this cannery or rather near this property readily available in 1944?

A I could not answer that.

Q Were there any houses other than these, very close to this property?

30 A I am afraid I could not tell you exactly from



recollection. It seems to me there were some other houses, but I have no visual recollection of them.

Q There may hve been some houses on the Great West property next ~~depr~~?

A I could not say.

Q You don't recall? A. No.

Q Dealing with the net warehouse, Mr. Reeve, you say that the structural value of that property is \$1500? A. Yes.

10 Q What do you mean by the structural value?

A The cost of replacement new, less depreciation, and less the cost of putting it in good repair.

Q So that what you estimate the cost -- you take that off the cost of putting them in repair?

A Yes, sir.

Q So that the structural value then -- would you say this about the net warehouse, if it were put in repair it would be worth \$1500.00-- no not put in repair -- in the condition in which it was.

20 A Yes.

Q Why would the fair value of that warehouse, that is the net warehouse, added to the land be reduced to \$1,000? A. Because I feel

as I mentioned in the report, it was not very conveniently situated. It would have been much more convenient to have had it next to the wall.

Q Well could I have Exhibit 2 --

THE COMMISSIONER: Is that assuming the sale had been made to the cannery sale of someone engaged in the fishing industry? A. Somebody who

30



would have a wharf and a building upon it, my lord. This is an accessory, or an ancillary building and it would have been more convenient to have them both together.

MR. McMASTER: I produce to you Exhibit 2. Do you agree that the building marked with the letter "E" is the approximate situation of the net warehouse?

A Yes, that is approximately.

Q And that is just on the -- that is the north side of the portion of the property lying south of the dyke?

A Yes, near the dyke.

Q And you suggest that would not be a suitable place to have such a warehouse situated?

A Oh, not entirely unsuitable for a single building, but my feeling was if there were buildings right out in the waterfront and on the wharf it would be more convenient to have them altogether.

Q And you consider the location of that building detracted \$500.00 from its structural value?

20 A Well, that is not altogether the case. As a matter of fact, in dealing with the valuation as a whole, I review the whole situation, and what I put down as the market value of the buildings was an attempt to segregate and make a difference between the value of the buildings and value of the land. It is not necessarily a mathematical calculation as to the exact value of each building, such as the structural value. The structural values are worked out very carefully.

30 Q Are you suggesting that your figures for the net



warehouse and your total valuation, may not be a proper estimate of the fair market value?

A Oh no, I don't suggest that, because when you are offering for sale a property with buildings on it, which upon even a casual inspection shows certain defects and certain depreciation, a purchaser making a very thorough inspection, contemplating putting money into it, would be prone to estimate the cost of making repairs and making use of the buildings  
10 adapting them perhaps to his own particular uses -- it would be greater than it might actually eventually prove to be. A purchaser always discounts the value of buildings particularly if money is required to be spent on them.

Q In that fair market value don't you discount the value of the buildings in estimating the structural value?

A. Oh, no.

Q You estimate the cost of repairs?

A The cost of rebuilding new, less depreciation but less  
20 any repairs required.

Q Is that not what a person would do, the purchaser of the premises?

A. No, the purchaser would not look at it that way. He would say, "Well, you have estimated for instance on the brick house --"

Q Let us stay with the warehouse for the moment.

A The net warehouse, all right. That would cost \$600.00 to repair the foundations and to paint the outside.

Q And you took that into consideration when you arrived  
30 at \$1500.00?

A. Oh, yes, yes.



Q You gave a structural valuation on the brick house  
of \$500.00? A. Yes, sir.

Q And I see that you say that the market value  
of the brick house would be \$500.00?

A Yes, because I have punished that rather severely in  
my structural value.

Q So that you suggest in allowing for repairs on the  
brick house you had been on the generous side in  
allowing for the repairs, is that right?

10 A It is impossible to tell how much the repairs for a  
building like that would cost, because the founda-  
tions were gone; one of the bedroom floors had  
collapsed; and the brick was falling away from it.  
There were lots of defects in that house. Nobody  
could tell until you got at it. It wanted a new roof.

Q So that<sup>is</sup>/your explanation of why the structural  
value and the sale value would be the same?

20 A No, not altogether, because that is a house with  
five rooms and if it had been in good condition  
it would have been the best house of the lot.

It had for instance a living room with fireplace,  
dining room, kitchen, one bedroom that was useable,  
and also a bathroom. In the other houses the  
plumbing is conspicuous by its absence in most  
respects. In this house it had a complete bathroom  
which did not apply to any of the other houses.  
Now with the bathroom fixtures in there and the  
French doors, I think \$500.00 was probably the  
salvage value, and the purchaser would probably  
30 sell what was in that house for \$500.00.



Q So that you suggest this \$500.00 is the salvage value?

A. No, but it may be considered either way. I mean there was a tangible value there that was realizable.

Q Now the white house. You put a structural value on it of \$1500.00 if I remember rightly?

A Yes.

Q Would you explain the difference between the structural value and the market value of \$500.00 on that house?

10 A. Yes, that is the house which might have cost \$2100.00 to build. But there was no plaster in it. The ceilings and walls were all lined with one by six tongue and groove stuff, and a great many buyers would have said, "I don't want to buy that house". I want a house with plastered walls."

Q Would it not be a house quite useable by employees of the cannery for instance?

A Oh, it was useable.

20 Q It would be quite acceptable for that use, would it?

A Yes, but it was not particularly desirable. For instance the sink in the kitchen was just a wooden one.

Q It worked?

A. I don't remember.

THE COMMISSIONER: Did not Takahashi say he put the sink in himself?

A No, he put in the hot water tank -- yes, that was the house.

30 MR. McMASTER: Q: That is the only explanation you have



for marking down the structural value of \$750.00?

A There is another aspect. If that house had been on a separate lot, a subdivided lot, you would have more chance to get the structural value than if it was on a piece of land where you might find a buyer who wanted it, and you might not.

Q In other words you were dealing with that lot separate from the whole property?

A No.

10 Q I am sorry, but I don't understand you. You say if that lot were -- if that house were on a lot by itself you might well get \$1500.00 structural value placed upon it?

A You might, yes, because if a man would build a house like that, another man might be willing to buy it. If it suited one man it very likely would suit another.

Q With regard to the shingled house?

A Yes.

20 Q You place a structural value of \$600.00 on that. Will you explain how you arrive at a value added to the land of only \$250.00?

A Yes, because that was not a tenantable house. It has been described I think, as a five-roomed bungalow, but it is only four rooms, according to my notes. Living room, two bedrooms and a laundry which is not usually regarded as a room.

Q Will you repeat that?

A A living room, two bedrooms, a kitchen and a laundry room. The sink in that building too was a wooden one.

30



And there was a W. C. in the passage between the shed and the house. There is no plaster, no painting inside or outside and it was on a wood post foundation and I would not regard that as a very desirable house.

Q Is it a suitable house for employees of a cannery or a fishing company to live in?

A Well, a certain class of employ might have been willing to live there temporarily.

10 Q Do you know any of the houses that are owned by the other cannery companies in Steveston?

A I have seen some of them, yes.

Q Was it of at least as good a quality as the others live in as a rule?

A Yes, but that does not make them good.

Q It makes them quite useable for that purpose?

A I imagine so, but I would not put a high market value on them.

20 Q Are you dealing with this thing by itself or were you dealing with the value having regard to the use of the whole premises by someone who might have employees living there?

A I was dealing with the thing as a whole.

Q And did you take into consideration the possibility that any person who might be interested in purchasing might like to use that house for their employees?

A I had that in mind. I referred to that.

Q And you still only put a value of \$250.00 on the house?

30 A. Yes, it was a very poor house, just a shell, very poorly built.



Q At the time that you made this appraisal, Mr. Reeve, you were aware of the fact that the premises were rented to Nelson Brothers Fisheries as to the part lying south of the dyke for \$105.00 a month.

A. Yes, I think I have that. I heard that evidence yesterday that Nelson Brothers were paying \$105.00 a month. I must have misunderstood my information, because I have it down as \$110.00.

10 Q And you were aware at the time you made your appraisal that the three-roomed brick house was rented at \$12.00 a month?

A. The three-roomed brick house?

Q Well, the brick house?

A Five rooms.

Q The brick house in any event.

A \$10.00 a month is what I was told.

Q It was filed as an exhibit yesterday, a letter from Mr. Peters to Mr. P.S. Ross in which it is stated and this is dated August 1st, 1944, -- in which it is stated that the rental on the brick cottage was \$12.00 a month?

20 A Well, you remember in dealing with that that Mr. Peters had spoken of a tenant that was not paying his rent.

Q Yes? A. I think that was the house and he may have made a new tenancy by August. This was done in June.

Q At the middle page 3 of your appraisal you say, it is still useable and it had been rented to a

30



new tenant for \$10.00 a month.

A I had forgotten that. Yes, I knew there was something going on there.

Q That is at \$10.00 a month?

A Yes, sir.

Q And the oldhouse at the back that you thought ought to be abolished, that was rented for \$7.00 a month? You describe it as a house near the net warehouse as of no value?

10 A I have that down as \$5.00 a month.

Q According to the information in this letter it was \$7.00 a month.

THE COMMISSIONER: Q; A shingled house?

A Not the shingled house.

MR. McMASTER: Q; This is the two-story four roomed frame house?

A For which no claim has been made.

THE COMMISSIONER: Q: Three-quarters down on page 3, \$5.00 a month rent? A. Yes.

20 MR. McMASTER: Q: Now the wood or frame house which is you say a four-roomed house, not a five-roomed house?

A. Oh, the shingled house, that is \$7.00 a month.

Q You say that is \$7.00 a month?

A Yes.

Q In this letter from Mr. Peters to Mr. Ross, it is \$9.00 a month. You were told \$7.00?

MR. McPHERSON: I think the explanation, my lord, as I got it somewhere, is there was a basic rent and then the water rates and my understanding is



that the water rates brought about \$2.00 a month.  
The evidence sounds to me as if you were talking  
about the water rates.

MR. McMASTER: Q: It included the water?

A In Richmond the water rates are \$30.00 a year for  
every family, no matter what size. If there are two  
families living it they pay \$60.00 a year.

THE COMMISSIONER: That is two and a half dollars a month.

MR. McMASTER: Q: That will be approximately it. Supposing  
you say one is \$10.00 ?

10 A \$10.00 for the brick house; \$7.00 for the shingled  
house.

Q \$5.00 for the old house?

A For the dilapidated house.

Q What would be the proper rental for the white  
house if occupied?

A I have a little calculation as to what it would  
produce if rented at \$12.50 a month.

Q Was that intended to include the water or exclude  
the water? A. No, the water would  
be payable to the landlord.

Q Well, \$10.00 would be your estimate without the  
water? How do you mean without the water; that is  
if the tenant paid the water?

A Oh, yes.

Q So that taking those rentals into consideration  
and assuming it would have been possible to rent  
the white house at \$10.00 a month, as you have  
just suggested, the total rental revenues from the  
properties would be \$137.00 a month. Is that not  
30



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right?

A. I will write that down.

THE COMMISSIONER: Is it not a matter of calculation.

MR. McMASTER: Yes, my lord, if my addition is correct.

THE WITNESS: \$32.00 a month.

Q \$137.00 I get.

A. Oh, wait a minute

there is the wharf. Yes, \$137.00.

Q Or \$1644.00 a year?

A. \$1644.00 yes.

Q Now you state in your appraisal that the taxes were \$264.49?

A. Yes.

10 Q Did you get that information from Richmond Municipality?

A From the Municipal Hall.

Q Had the taxes in Richmond increased between 1942 and 1944?

A. I don't know. Just a

moment. I will look at my notes. The tax rate in 1944 was 22 mill and the improvements were taxed 70% of their value. For some time previously,

20 Q whether '42 or earlier, I think my lord, the rate used to be 80 but when the increase was made, I don't know.

Q Let us take the taxes at \$264.00?

A \$264.49.

Q \$264.49?

A. Yes.

Q Then what in the course of a year, looking at this from the investment point of view, would it be necessary expend in the way of repairs, do you think?

A. I would say first

30 of all it would be difficult to estimate unless you first of all put them into good condition and



then afterwards took a normal rate of repair but in a case like the brickhouse you would probably have to spend a thousand dollars or twelve hundred dollars on it before you started and you could not cost estimate what the repairs would cost in its present condition because anything might happen. If you did not jack it up, it might fall over altogether.

10 Q Suppose you said it had a salvage value the same as the market value of \$500.00? And supposing you tore that one up and all you were getting was \$10.00 a month anyway. That would reduce your total revenue by \$120.00 per year?

A Yes.

Q Now assuming that the salvage was \$500.00 out of that what would be normally required for repairs on the assumption -- annually what would be a reasonable amount. I am referring to the whole  
20 premises that you place a value on, the net house and the other houses that are there.

MR. McPHERSON: I am just wondering if my learned friend could clarify some confusion in my mind. Is he contending that the government should not have sold. Is he attacking the policy? and saying they should have kept it as an investment.

THE COMMISSIONER: I think he is attacking the basis of Mr. Ross's valuation,.

MR. McMASTER: Q: I would suggest to you witness, that  
30 \$200.00 a year would be a reasonable amount?



A I am just looking at my notes to see if --  
I put it down \$40.00 a year for the brick house.  
\$27.50 for the very old house, as long as it lasted,  
and the white house \$25.00 and the shingled house  
\$25.00 a year.

Q And on the net warehouse?

A I have not made any estimate of that. I was simply  
dealing with the houses.

10 Q You would anticipate somebody would pay a reasonable  
yearly rental for that?

A Is that included in the \$105.00 a month?

Q Oh, yes. A. Well, that is not  
the kind of building -- there are no partitions  
inside. It would require so much repairs -- I  
don't think there was any plumbing for instance,  
but it was a large building and while it had not  
been painted hitherto, it should be painted, and I  
should think \$100.00 a year on that.

20 Q We have excluded the white house or rather the  
brick house. We presumed we had torn it down so  
you would allow \$40.00 a year for that?

A Yes, I think that was it.

Q Which would leave \$77.50 on the other three houses?

A I have not got this down -- \$77.50.

Q And the hundred on the net warehouse?

A Yes.

Q So that would make \$177.50 a year?

A Yes, .Then the water rates were --  
we are

30 Q Now/assuming that on the rentals you are using  
the tenant paid the water rates?



A No.

Q I thought that was the explanation of the discrepancy between Mr. Peters report and your rental?

A I don't know that.

Q Your rentals are roughly \$2.00 less than his all the way through?

A I don't know why. But those are the rents given to me by Mr. Peters office. I did not understand that the tenant paid the water rate except in that  
10 one case where there was a caretaker.

Q No, it would appear that the landlord paid the water rates, but it was added to the rentals you gave?

A. I have no information

about that.

Q Let us assume --

THE COMMISSIONER. Do you think this minute examination of every detail of this matter is going to be helpful to you on the point of view of argument?

MR. McMASTER: Yes, my lord. What I want to get at is  
20 the value of this property as an investment, and it is necessary to ascertain the revenue and expenditure.

THE COMMISSIONER: That can only be based on the suggestion that counsel for the government made a moment ago, that you are now contending that the government should have held this property as an investment.

MR. McMASTER:

\* No, I am suggesting that there may have been some person who would be interested in this as an  
30 investment.



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THE COMMISSIONER: It is not apparent from the responses at any rate.

MR. McMASTER: I submit that is part of the fair market value.

THE COMMISSIONER: If you feel that it is going to be of any help to you, go on. From my point of view I see very little help from it.

10 THE WITNESS: May I say this, my lord. That whatever net revenue has been derived from this property at the time, in view of the condition of the buildings, particularly of the wharf, the probable rental assets on revenue would not last very long, and if it had a life of five years you would only have a life of five years and after that it would have vanished. I don't think that would be considered by anybody a desirable investment.

Q We will come to that point in a minute.

20 MR. McPHERSON: If I might make a point on the suggestion your lordship has made; my learned friend has filed a statement by Takahashi, which I presume he is bound by, and it is a correct statement. This is the statement which I permitted him to file rather than have him examine Mr. Takahashi in chief. He points out that the property should be sold to a fishing company. He does not suggest it should have been sold for investment purposes. In fact on page 3 he said, " I consider. . . . " The claimant has never contended it is an investment  
30 proposition.



THE COMMISSIONER: Counsel is doing something, and he can do it if he wishes. I have endeavored to indicate my view, but I am not directing how he should present his claim.

MR. McMASTER: Q: Now witness, let us assume that the rentals were such as Mr. Peters stated in his letter and those rentals included the water rates. What would be the water rates per year?

A \$30.00 for each house.

10 Q That would be \$120.00?

A Well, you want to cut out the brick house .

Q That is right?

A Would it not be simpler to leave the brick house in, because the taxes include the taxes on the brick house. I think you should leave that in. Otherwise it would be impossible to adjust them all.

Q If we are leaving that out then we will have to adjust the \$177.00 by adding \$40.00 to it;  
20 \$217.50. Is that right?

A Yes.

Q The fire insurance on the buildings according to your appraisal at \$2500.00 , how much would that be?

A. I beg pardon?

Q You say it would be based on the structural value?

A Insurance, yes, sir.

Q What would be the annual premium?

A I am not sure of the rate. Say \$40.00.

Q You suggest that would be reasonable?

30 A \$43.00. One percent. I think it would be about \$43.00.



Q You suggested that the capital expenditure should be written off after a period of five years, did you, Mr. Reeve?

A. No.-- just a minute.

Then there is a charge for collections. That would be \$82.20, 5%. Those disbursements amount to \$727.92. and you deduct that from \$1644.00 and you get approximately \$917.00 net and out of which there is no allowance for depreciation, possible vacancies, and that sort of thing. And at whatever rate you capitalize that, you have the ~~Keep~~ in mind that out of the capital sum you had arrived at you have to deduct the cost of major repairs to these buildings to start with to put them in good shape to earn continued rent.

10

Q If you did that, you would be able to get higher rentals?

A. I think in 1944 they were frozen, were they not.

Q For instance that brickhouse, if you put it in good working order you could get a rental based on that.

20 THE COMMISSIONER: It was not done. I think we have had quite enough hypothetical questions here. Let us face the facts.

MR. McMaster; Mr. Reeve, is it not true that in some cases in appraising property of this nature, that you have used this method of appraisal. For instance in the River Fish Company property, also at Steveston?

A. I have not looked at my file on that recently. I don't know whether I have it here.

30 Q Unfortunately I have not the file, but your appraisal.



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A Wait a minute, here.

THE COMMISSIONER: Q; Is there any reason, Mr. Reeve, why you should apply one method of appraisal to this property and another to another, if you did?

A No, my lord, not particularly. I very often look at every point of view to check the figures from the most reasonable point of view. I always apply checks to these things, but in the River Fish Company I do not see any reference to rentals.

10 MR. McMASTER: Q. Did you estimate this property on this basis.

THE COMMISSIONER: On what basis.

MR. McMASTER: Q. On the basis of revenue less expenditure?

A. No, I worked it out

to check it.

Q Have you got your figures that you worked it out on?

A Yes, except that I did not allow anything for repairs. I made a very rough check. I think the rents -- the figure I gave you \$110.00 for the Nelson Bros. account changes the amount. I have the taxes, the water rates.

20

Q What revenue did you have; plus depreciation or before taking depreciation?

A About \$980.00. I had \$60.00 a month more rent though.

Q Did you carry it any further than that?

A No. No, I don't depend upon that, because I felt that was a rent that would only last for a short time and it has no investment value.

30

Q Now, witness, did you examine the piling at all on



those premises?

A. Yes., not all

the piles. I made sufficient examination to realize they were in bad shape.

Q How did you make the examination?

A From the top of the wharf. I did not go down below it.

Q Could you see all the piles from the top of the wharf?

A. No.

Q What piles --

A. You would have to

10 get right underneath to do that.

Q What piles did you see?

A I don't remember exactly, the far edge.

Q The far end of the wharf?

A Yes.

Q The tide comes down underneath those piles, doesn't it?

A I think so, yes.

Q And you did not go down underneath when the tide was out?

A. Oh, no, you would sink

20 up to your knees.

Q The only place you looked then was at the end of the wharf?

A. And along the side,

and then the planking on the top of the wharf, and the capping was in bad shape too, and that coverway just north of the wharf; the roof was almost collapsed.

Q It would have been possible to have pulled up some of the piling to examine the piling; not only the appearance of the wharf?

30 A Well, you can examine the top of the pilings that



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Cross-Exam.  
Re-Exam.

way, but it is down below that the principle decay occurs.

Q Then the proper place to examine them would be to go underneath by boat ?

A Yes, that is the proper way to do it.

Q You did not do that?

A No.

Q Don't you think a prudent purchaser would do that?

10 A No, if by looking at that building and what he could see at the wharf, he felt that it was undesirable, and knowing it was 35 years old he would probably say, " I don't attach any value to that, I won't bother with it and I will pull it down."

Q And then he finds a gold mine when he gets underneath?

A I doubt it very much.

Q Have you seen by the way, the premises which are being built on there by Nelson Fisheries?

A No.

20 MR. McPHERSON: I don't know whether you want to adjourn at this time. I have just two questions I want to ask Mr. Reeve, and then I may want to recall Mr. Takahashi.

THE COMMISSIONER: I think we might finish with Mr. Reeve. He no doubt wants to get away.

THE WITNESS: I would be very glad, my lord.

RE-EXAMINATION BY MR. McPHERSON:

Q Did you see the fish elevators?

A No.

30 Q And the valuation of \$7,000 for the land which Mr.



Takahashi has claimed \$2200.00 for the land you valued at \$7,000, did you include anything<sup>for that</sup> in the \$7,000?

A I took a general figure of \$20.00 a front foot and included the tide flats and the buildings on them, except for the structures on the tide flats, except for the net warehouse.

10 Q Is there any general policy amongst valuers as to valuing a foot frontage with buildings on the property?

A Depending on the nature of the building. If the buildings are of negligible value they are not counted. If they are quite substantial buildings, yes.

THE COMMISSIONER: Mr. Reeve, just before you leave the stand, your examination was made sometime in June of 1944, was it. I know that your report is dated the 24th of June?

20 A I think the explanation to be, my lord, I first went on the 5th of June and then again on the 19th of June and my report was written and my working on my calculations on the 22nd and 23rd of June.

Q Are you able to say whether or not the fish elevators were there in place when you made your inspection?

30 A I made a very complete examination of the building as I think you will see from my notes, and I have no recollection in the way of motors or anything in the way of fish elevators such as have been described. It is possible that if I



had seen a motor there I would have included that as equipment which is not included in the valuation, but I have no recollection of seeing anything of that kind.

Q Now did you for the purpose of your valuation of the land make any inquiries of the prices that had been paid recently for comparable land along the waterfront?

10 A In that particular neighborhood I didn't know of any recent sales, but a short distance to the west -- you know where the Ferry to Sidney is, close to the mouth of the river; I purchased that in my own name in 1928 -- yes, 1928, for the C.P.R. In 1928 prices were high and it was owned in England and it was not on the market, so had to make an attractive offer to get it and the sales price for that was \$24.00 a front foot.

Q In 1923? A. 1928.

20 Q \$24.00 a front foot?

A Yes, that is close of course, to the entrance, the mouth of the river, and I think would be worth more.

Q As a real estate man of experience in Vancouver, can you make comparison between the price of Fraser Valley, or rather Fraser River waterfront at that time by comparison to 1924. I appreciate it can only be general.

30 A May I just look at one or two more notes that I have here about the properties on the North Arm. I have got a note here that I made inquiries of Mr. Palmer



at the Municipal Hall. He told me that the average sales of Steveston Waterfront had been about \$20.00 per front foot.

Q Who was your informant?

A Mr. Palmer, the clerk, the Municipal clerk, and then I had that other C.P.R. sale. I have also a note of some sales on the north arm of the Fraser, but that is hardly comparable, although it is fairly good waterfrontage. That was \$25.00 per front foot on the Vancouver side and with access to Vancouver.

Q Palmer's information was \$20.00 per front foot?

A That was the average price of waterfront in that neighborhood.

Q And your figure was?

A \$20.00.

THE COMMISSIONER: Now do counsel desire to pursue the subject that I have questioned the witness on; Mr. McMaster?

20

RE-CROSS EXAMINATION BY MR. McMaster:

Q At the time in 1928 when you bought the property at \$24.00 per front foot, was it not true there were other properties available in the immediate vicinity of Steveston and the waterfront?

A I don't know. I have no recollection of that.

Q Now in 1944 would there be many properties for sale or for purchase along the mouth of the river?

THE COMMISSIONER: Comparable in quality to this one?

30 A I didn't make any inquiries to see if there was another



any other sale.

MR. McMASTER:

Q Now when you were advised that waterfront was selling at \$20.00 a front foot, by whom was it?

A Mr. Palmer.

Q Did you ask him to give you the details on how he arrived at that evidence?

A No.

Q You just took his say so?

A I was making a general inquiries.

10 Q You did not ask him for any specific example?

A No, because I have my own views on the values, but I just wanted to see if I was somewhere near when he happened to confirm what I had in mind.

THE COMMISSIONER: Q: Is Palmer in office now?

A Yes.

THE COMMISSIONER: So that information can be checked if necessary, Mr. McPherson.

MR. McPHERSON: I have no more questions.

THE COMMISSIONER: Thank you, Mr. Reeve.

20 A Thank you my lord.

(Witness aside)

THE COMMISSIONER: Have you another witness that you want to go on, that you want to call.

MR. McPHERSON: I have finished with the government witnesses, except I would like to question Mr. Takahashi on some of his statement before your lordship.

THE COMMISSIONER: We will recess now for ten minutes.

(PROCEEDINGS RESUMED AFTER SHORT RECESS)



MR. McPHERSON: First of all I would like to put in a letter from Mr. Mather which I received this morning with <sup>a</sup> questions asked by my learned friend, a letter dated October 25th, 1948. (Reading).

THE COMMISSIONER: It is simply a matter of satisfying counsel. Do you want this read in the record?

MR. McMASTER: I don't think so under the circumstances.

THE COMMISSIONER: That is satisfactory.

MR. McPHERSON: My lord, I would like to refer briefly --  
10 I don't wish to call Mr. Takahashi unless my learned friend wishes. I would like to speed up the proceedings and simply refer your lordship to certain phases of the hearing at Kamloops, case 79. particularly with regard to the fish elevators and the bluestone tanks; Mr. McMaster "The bluestone tanks are a part of the personal claim". I would like to show that the fish elevators are also a part of the personal claim.

MR. McMASTER: My lord, the fish elevators were originally  
20 part of the personal claim and he said the other day he was speaking on behalf of this company and indicated he was prepared to have the elevators transferred after discussing it with his shareholders. With regard to the fish elevators, I would like to say one other thing. Mr. Takahashi drew my attention to a statement which he made at 79 of the record referring to the fish elevators. The claim he made in Kamloops was for \$600.00 and in  
30 the statement which was filed and I have drawn on



his instructions, we have put in the figure of \$1200.00 and he is prepared to stand by what he stated at Kamloops. That is he depreciated them. They cost \$600.00 each and in making his claim he depreciated them to \$600.00.

THE COMMISSIONER:

Q And you are content to rest on that?

MR. McMaster: Yes, so that the claim would be reduced by about \$600.00.

THE COMMISSIONER: Do you wish to pursue the matter in  
10 view of that statement?

MR. McPHERSON: Yes, my lord, so far as those fish elevatorx are concenred, I would pont out in the claim filed by the company the claim was only for land and buildings, and in my examination of Mr. Takahashi yesterday, I could not ascertain that there was any claim for fish elevators, even in the amended company claim but the point involved seems to be whether or not the Custodian knew about the fish elevatorā, and for that purpose, I refer to the evidence of Mr. Takahashi, and the statement made by my learned  
20 friend at Lethbridge, page 21, my lord.

THE COMMISSIONER: Just one moment; are you not dealing with Kamloops.

MR. McPHERSON: I am sorry, my lord, at Kamloops at page 21.

MR. McMASTER: In reference to this equipment says,

"With respect to all this equipment . . . . (reading)".

I therefore do not think it is necessary to call Mr. Takahashi to prove that they were not in the

30 J.P. form. Now on page 22, Mr. McMaster, referring



to the fish elevators said, " The only item that is missing is the elevator, my lord". Then your lordship refers to Mr. Hunter, the government counsel on the personal claim and asked whether or not the Custodian would be prejudiced, and Mr. Hunter says, " I don't think he was prejudiced". I would like, as government counsel, to correct that statement, insofar as it relates to the company claim in view of the fact that Mr. Hunter was not informed of the company's position. The company had not been taken under control by the Custodian at the time the J.P. form was signed, and the government had no information.

10

MR. McMASTER: That turns on the question as to whether the company had been taken under control.

MR. McPHERSON: That is a matter for argument as to whether the Custodian took over this company. In any event, my lord, I would refer you to Exhibit 7, filed by Mr. Takahashi, which deals with six blue-stone tanks, three additional tanks.

20

THE COMMISSIONER: Wait a minute until I get it. Which is this?

MR. McPHERSON: Exhibit 7.

THE COMMISSIONER: In the Kamloops case.

MR. McPHERSON: Yes, my lord, it is one of those long statements.

THE COMMISSIONER: Yes, I have it.

MR. McPHERSON: I would refer my lord to the fact that this deals with the bluestone tanks and the fish elevator and is dealt with together. I would like

30



to read Mr. Takahashi's remarks, " I left the bluestone tanks on the wharf -- docks, if required". My lord, with respect to the five-roomed bungalow, I would refer you to page 13, of the transcript, Mr. McMaster's remark, line 20. Mr. McMaster in the last sentence says, " Item 2 --

THE COMMISSIONER: What is that, page 13?

MR. McPHERSON: Page 13, at line 20. (Reading).

10 THE COMMISSIONER: Oh, yes.

MR. McPHERSON: That just refers to the five-roomed bungalow. It was unfinished.

MR. McMASTER: My lord, what does item 2 refer to?

MR. McPHERSON: The only point in referring to this is the fact that Mr. McMaster referred to the unfinished five-roomed bungalow. My lord, on the question of --

MR. McMASTER: We we read that, I would like to know what document that is.

20 MR. McPHERSON: My lord, I am not dealing with it from the standpoint of a document but merely that statement it was a five-roomed unfinished bungalow, which item is correct.

THE COMMISSIONER: Wait a moment while he is running it down.

MR. McPHERSON: Yes, I believe he is referring to item 2 of the claim -- you will see claim 2, is a five-roomed shingled house, the net house and equipment -- I take it that is the item 2  
30 that is being referred to.



Discussion.

G.K. Takahashi,  
Recalled.

MR. McMASTER: If that is so, it is a typographical error or else I was mistaken.

MR. McPHERSON: My lord, I think in this case we had better call Mr. Takhashi and ask him the question whether it was finished or unfinished.

G. TAKAHASHI, recalled.

CROSS EXAMINATION BY MR. McPHERSON:

- 10 Q Mr. Takhashi, with respect to this five-roomed bungalow, was it finished. Had you finished building it? A. It was finished -- painted --
- Q Finished inside, but what of the five rooms?
- A Wooden partitions.
- Q What did you call the rooms; how many bedrooms?
- A Oh, there was the parlor, kitchen, two bedrooms, I guess -- three, but we didn't use those three bedrooms. I had a fisherman living there. But
- 20 one parlor, one kitchen and three bedrooms.
- Q Any dining room? A. Maybe yes; one for a dining room.
- Q And they were all finished?
- A I don't know what sense "finish"; rough finished, that is all.

THE COMMISSIONER: Perhaps you had better put it to Mr. Takahashi. Just read to him the statement that Mr. McMaster made, and ask him about that.

MR. McPHERSON: Q: Mr. McMaster stated that at the hearing

30 at Kamloops, during your examination that he



G. Takahashi,  
Cross-Exam.

-- Item 2 shows Gihyoe Takahashi owned an unfinished five-roomed bungalow on the property. What do you say to that statement?

A Inside the house, not properly finished, if he meant that it is unfinished.

Q It was not properly finished inside?

A I mean used V-joint, but every room partitioned from one side. Usually you take two by four covered with V-joint or something, but it was down  
10 just one side.

THE COMMISSIONER: Q: To that extent it was unfinished.

A Maybe yes. Outside all shingled. The roof was shingled.

MR. McPHERSON:

Q Just before you leave the witness box Mr. Takahashi, the Loyal Chinook is your personal claim, to follow this claim, is it?

A Yes.

Q I understand from the evidence given that your son bought it?

A. Yes, the son bought.

20 MR. McPHERSON: That is all.

THE COMMISSIONER: Any examination, Mr. McMaster?

MR. McMASTER: No, my lord.

THE COMMISSIONER: Thank you, Mr. Takahashi.

(Witness aside)

THE COMMISSIONER: Anything further?

MR. McPHERSON: Only one point in this case, my lord, with respect to Mr. Yamasaki six roomed white painted house which is being developed -- on the  
30 claim --. In view of the cross-examination this



## Discussion.

morning about the caretaker in that house, and the question of whether he should have been vacated or not, I wonder if your lordship would feel that a ruling should be given as to whether or not the state of that house, in view of the fact it has been withdrawn, has anything to do with the argument in this case. Would the government prepare an argument on a house that is included in a claim, as to whether or not a tenant could be  
10       evicted.

THE COMMISSIONER: Mr. Yamasaki is not making the claim himself and the corporation is not making one.

MR. McPHERSON: Mr. Mamasaki is making a personal claim, my lord.

THE COMMISSIONER: In relation to these premises.

MR. McPHERSON: I assume it has been transferred to the personal claim. but it has not been a company claim --

THE COMMISSIONER: Then we will deal with it once and  
20       for all when Mr. Yamasaki's claim is heard.

MR. McMASTER: I submit that in dealing with the appraisal by Mr. Reeve, he judges the property as a whole. It was dealt with as a whole so in dealing with Mr. Reeve's appraisal as to whether adequate or not and representing the fair market value, it is necessary not only to determine the value of that -- to consider that house as being the value of the whole property.

THE COMMISSIONER: Is Yamasaki content that it be dis-  
30       posed of in the corporate claim once and for all?



MR. McMASTER: Yes, I explained I had no instructions from him and I think I have no alternative.

THE COMMISSIONER: I propose to deal with it once and for all. Either it is to be dealt with in the corporate claim or with Yamasaki personally. I am not going to deal with it in both.

10 MR. McMASTER: My lord, it would seem to me it would automatically follow if it is dealt with in the corporate claim and your lordship indicates the value of that building in the corporate claim, it would be impossible to arrive at any other conclusion in Yamasaki's own claim.

THE COMMISSIONER: Precisely. I don't want Yamasaki coming back and saying "My claim has not been heard". I can appreciate that perhaps you are in a position of some embarrassment, but it is your embarrassment and that of the claimant, and not mine.

MR. McPHERSON: It is also necessary that Mr. Hunter knows what claim he is dealing with.

20 THE COMMISSIONER: Of course it is. I will be several weeks before argument will be heard in the corporate claim, and I would suggest that counsel should communicate with Yamasaki at once and outline to him what the situation is, and I will expect you to inform government counsel, say within a week, whether or not this particular house is going to be dealt with in the corporate claim, and if Mr. Yamasaki's objects, as he is entitled to do, I will deal with it as a personal claim and eliminate  
30 the other.



## Discussion.

MR. McMASTER: We have already amended the claim to exclude Yamasaki's claim but my statement in reference to Yamasaki's claim, and in regard to the corporate claim is not with a view of determining the value of Mr. Yamasaki's place. I agree that will follow but in dealing with the corporate claim my reference to Yamasaki's place was to deal with the appraisal which was made.

10 THE COMMISSIONER: You can deal with the corporate claim on an appraisal of \$750.00 less than the total appraisal, because that was the figure put by Mr. Reeve on this particular house. What was Reeve's appraisal of the whole, \$7500.00?

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: \$9500.00?

MR. McMASTER: \$9500, my lord and we have already withdrawn the \$750.00.

THE COMMISSIONER: Take \$750.00 off the \$9500.00 and we will deal with the claim of \$8750.00.

20 MR. McMASTER: The difficulty I see, my lord is this, if I may pursue my argument. That lengthy gross-examination I made this morning was with respect to value from the standpoint of the income on it. It seems to me that factor will enter into it. The income from that portion of the property, the building.

30 THE COMMISSIONER: That is my conclusion, Mr. McMaster. The difficulty arises because of the fact that both Yamasaki and the company permitted this thing to exist for a period of time, but I will deal



with it one way or the other, either as a whole or as two parts.

MR. McMASTER: When I take it that Yamasaki agrees to that proposal, the claim will be adjusted back up.

THE COMMISSIONER: Yes, that will follow.

MR. McPHERSON: That ends the government's case on this case.

10 MR. McMASTER: Before my learned friend gets away from this you recall I asked Mr. Reeve a question with regard to Mr. Hewer's appraisal and you referred to the transcript and I reserved the right to recall Mr. Reeve on that point.

THE COMMISSIONER: Yes, if you will look at it in the adjournment.

MR. McMASTER: I don't know whether I can get it.

THE COMMISSIONER: If you cannot, then later. It may not be available until this evening. That will be understood though. We will adjourn now until two o'clock if that is satisfactory.

20 (PROCEEDINGS ADJOURNED UNTIL 2.00 )

*I hereby certify the foregoing to  
be a true and accurate report of  
the said proceedings.*  
*W. S. Sauer*  
Deputy Official Stenographer



Case 1383

## IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

The Commissioner,  
Office of the Custodian,  
Royal Bank Bldg.,  
Vancouver, B.C.

(IN THE MATTER OF CLAIM FILED BY  
(GIHYOE TAKAHASHI for and on behalf  
of United Marine Products Limited

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

- SEE  
(1) NAME UNITED MARINE PRODUCTS LIMITED (RCMP) Reg. No. 05569  
(Print) Surname Given Name
- (2) Pre-Evacuation Address Steveston, B.C.
- (3) Present Address Registered office 207 West Hastings St. Vancouver, B.C.
- (4) REAL ESTATE
- (a) Street Address (if any) Steveston, Municipality of Richmond, B.C.  
City or Municipality, Province
- (b) Legal description (lot number, block number, section number, etc.)
- (1) Portion of sections 12 & 13 Block 3 North, Range 7 West as shown lettered "L" on sketch No. 5021 District of New Westminster
- (2) Portion of sections 12 & 13 Block 3 North, Range 7 West. Map 2171 as shown lettered "M" on sketch No. 5022 District of New Westminster
- (c) Type of Real Property (cross out words which do not apply):
- (i) ~~Farm~~  
(ii) ~~Residence~~ Type of business related to fishing industry  
(iii) ~~Business~~  
(iv) Any other type of property (describe)
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.).....sole owner
- (e) Fair market value at date of sale (estimate this to the best of your ability):
- |   |           |                  |                             |
|---|-----------|------------------|-----------------------------|
| (i) Land  | - - - - - | (1) \$ 5,500.00  | (2) 285.00                  |
| (ii) Buildings  | - - - - - | (1) \$ 15,500.00 | (2) 375.00                  |
| (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) | - - - - - | \$               | (1) 21,000.00<br>(2) 660.00 |
| (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value)  | - - - - - | \$               | 21,660.00                   |
| (v) Amount at which Custodian sold property and credited your account   | - - - - - | \$               | 10,096.00                   |
| (f) Loss (This figure is arrived at by deducting item (v) from item (iv)  | - - - - - | \$               | 11,564.00                   |
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
- (c) How stored or packed at time of evacuation

(over)



(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

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

1.	Estimated Value \$
2.	Estimated Value \$
3.	Estimated Value \$
4.	Estimated Value \$
5.	Estimated Value \$
6.	Estimated Value \$
7.	Estimated Value \$
8.	Estimated Value \$
9.	Estimated Value \$
10.	Estimated Value \$

TOTAL CLAIM FOR PROPERTY LOSS \$

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$11,564.00

(6) (a) Place at which claimant prefers to be heard. (b) Do you require the services of an interpreter at the hearing? Yes or no. No

(Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

Kamloops

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, GIHYOE TAKAHASHI of Pritchard in the of the Province of British Columbia  
of DO SOLEMNLY DECLARD THAT:/ I have in the been authorized by the owners of the  
DO SOLEMNLY DECLARE THAT: Claimant Company herein to file the within claim

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 Vancouver )  
in the Province of British Columbia )  
this 22nd day of November )  
A.D. 1947. )

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.



22 Monday Jan 7 6

TELEPHONE PACIFIC 9164

# 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.

November 24th, 1947.

The Commissioner,  
Office of the Custodian,  
Royal Bank Bldg.,  
Vancouver, B.C.

Dear Sir:

Re Gihiyoe Takahashi  
Registration # 05569

Enclosed herewith please find in duplicate in each case three claims filed on behalf of the above name. One of these claims refers to the claimants personal loss, another refers to the loss of United Marine Products Ltd., in which the claimant had a substantial interest. The other claim is a claim by him as trustee for an unincorporated association known as Steveston Nasan Kaisha. Kindly file all three claims.

With respect to the claim on behalf of the Company, the custodian has already been advised that there are four owners of the Company and has also been advised as to the respective interest of these four owners. As Mr. Takahashi is the principle owner, the other three to facilitate the making of the claim, have agreed to assign to him the claims with respect to their interest. You will also note that Mr. Takahashi has included his claim with respect to the Company in his personal claim. The purpose of so doing is to avoid technical difficulty with respect to the claim being filed in the name of the Company.

Concerning Mr. Takahashi's claim as trustee for the association, we believe the custodian has been advised that Mr. Takahashi and three others all of whom appear as the owners on the certificate of title with respect to the lands held are trustees. We understand that one of the trustees is dead and one has returned to Japan, the fourth trustee resides in another province and we will endeavour before the hearing of the claim to obtain authorization from him to have Mr. Takahashi make the claim, although this may

(cont'd.)



(2)

November 24th, 1947.

not be necessary. There are some sixty to seventy members of the association. We believe that the custodian has been advised as to the names and addresses of all the beneficiaries of the trust.

Yours truly,

CAMPBELL, BRAZIER, FISHER & McMASTER

Per:

*R. J. McMaster*

RJM/ec

Encls.



CASE #1383- UNITED MARINE PRODUCTS LIMITED

LIST OF EXHIBITS

- Ex.1. Statement of Gihyoe Takahashi  
2. Sketch of property.  
3. Extension of lease to F.A.Gosse Co. Jan./43 (copy)  
and copy Lease Feb.15/42.  
4. J.P.Form, Yozaemon Hikida, President.  
5. Appraisal, July 19/48, I.B.Hewer Co.Ltd.  
6. Analysis.  
7. Copy ltr.Apr.18/42, C.L.Drewery to J.D.Mather.  
8. Report by J.D.Mather, July 28/42.  
9. Copy ltr.Aug.5/42, Thomas C.King to Custodian.  
10. Copy ltr.Aug.13/42, Custodian to T.C.King, and  
copy ltr.Sept.22/42, G.H.Peers to T.C.King.  
11. Copy ltr.Aug.3/42, Custodian to Y.Hikida, and  
copy ltr.Y.Hikida rec'd.by Custodian Sep.22/42.  
12. Copy Order appointing P.S.Ross & Sons as Inspectors  
dated Nov.12/43.  
13. Copy ltr.Dec.20/43, P.S.Ross & Sons to Custodian.  
14. Order vesting shares in Custodian, Feb.16/44.  
15. Order appointing Frederick Field as Controller, Feb.16/44.  
16. Copy ltr.Aug.3/42, Custodian to J.D.Mather.  
17. Copy ltr.Oct.1/42, Thomas C.King to Custodian.  
18. Copy ltr.Aug.1/44, Custodian to P.S.Ross & Sons.  
19. Copy tax notice 1942.  
20. P.S.Ross & Sons Report on Liquidation, July 14/47.  
21. Advertisement for sale by tender, June 27/44.  
22. Tender July 19/44, Nelson Bros.Fisheries Ltd.  
23. Copy ltr.Mch.18/46 Custodian to Ross & Sons,  
Copy ltr.Feb.27/46 M.L.Brown to Custodian.  
Copy ltr.Feb.15/46, Claimant to A.Wright.  
Copy authority by claimant to Custodian re  
distribution proceeds,  
Statement re ownership of buildings and sketch.  
24. Statement of qualifications of witness, D.W.Reeve.  
25. Appraisal June 24/44 by D.W.Reeve, and sketch of property.  
26. Sketch wharf and buildings.  
27. JOINT SUBMISSION BY COUNSEL.



IN THE MATTER OF THE JAPANESE CLAIMS COMMISSION  
CLAIM OF UNITED MARINE PRODUCTS LIMITED

STATEMENT OF GIHYOE TAKAHASHI

I am the principal shareholder in the above-noted Company and am authorized by the other shareholders to make this claim and to give evidence on behalf of the Company.

The subject matter of the claim is a certain waterfront property on the Fraser River about one-half mile east of Steveston identified by the letter "L" on sketch of the property <sup>to be</sup> in the file<sup>herewith</sup> showing the approximate location of the wharf and buildings situate thereon.

The Company purchased the property in or about May, 1937 from Sand Line Products Limited for the sum of \$4,000.00. As that Company was going out of business, United Marine Products Limited obtained the property at a good price. Shortly after acquisition of the property the Company removed all the planking on the wharf from the net house to the south end of the wharf. We capped about 15 or 20 piles with 3x 12 lumber and put in 3 x 12 joists over the whole area. We then covered the whole area with 2" planking. This required at least 25,000 board feet of lumber at about \$25.00 per thousand for lumber only. I do not recall the cost of labour. In addition to this expense, it was necessary to remove from the warehouse on the wharf on the premises a large concrete brick baking oven used by the previous owners which cost about \$1500.00 to remove. The Company also repaired the driveway into the wharf and built a loading platform and installed fish bins in the warehouse on the wharf.

1383-1  
~~79-13~~  
EXHIBIT No. 79-13

DATE

25- Oct 1948

FILED BY

J.R. Macmaster



Two fish elevators with motors and hoses were installed in the warehouse on the wharf in 1937 and the cost of the installation and motors and hoses amounted to \$1200.00. (I made a claim for this in my personal claim but am withdrawing the same in favour of the Company pursuant to agreement with my fellow shareholders.)

In addition to the monies spent by the Company:--

(a) Mr. T. Yamasaki, ~~one of the shareholders,~~ built on the premises a house (described by the Appraiser as the "white house") in or about 1937. I believe it cost him between two and three thousand dollars to build. He has made a separate claim for this building.

(b) I personally, at my own expense, completely re-conditioned the house described by the Appraiser as "the shingle house" at a cost of \$1,000.00 in 1938 for which I have made my own claim.

(c) I personally built the net racks adjacent to the net house, being in size 60' x 90' and 70' x 140' in 1938 at an approximate cost of \$800.00 to \$1,000.00.

(d) I personally built the net house in 1938, being 40' x 90' and about 16' high at an approximate cost of \$2,000.00.

While the Company is prepared to recognize the claims of the individuals for the premises erected or re-conditioned by them, it is necessary to deal with the property as a whole in order to determine its fair market value and hence to determine the Company's share therein.

#### COMMENTS ON APPRAISAL REPORT

1. The rental arrangements made with respect to the houses on the premises were nominal rentals to provide for their care during our absence and did not re-



flect fair rental value.

2. The property would have its greatest value to a fishing company by reason of:-

- (a) The water frontage on the main channel of the Fraser River at the mouth of the River;
- (b) The accessibility to the wharf by fishing craft;
- (c) The protection from the open sea (there being an island directly across from the premises which acts as a breakwater;
- (d) The existence of a large wharf accessible on three sides for loading and unloading.
- (e) The existence of a large warehouse on the wharf for handling fish and for storage;
- (f) The installation of fish elevators in or adjacent to the warehouse;
- (g) The existence of a large net house in excellent condition;
- (h) The existence of a very large net rack for hanging and drying fish nets.
- (i) The existence of four living accommodations on the premises for managers and other employees, three of which houses were in quite nice condition.
- (j) The proximity to other fishing companies and companies doing business allied with the fishing industry.
- (k) The proximity to the Vancouver and New Westminster markets.

Rather than being a restriction on the property for the purposes of sale, as suggested by the Appraiser, I consider that the above-noted factors add materially to the value of the property, if sold, for the



purposes for which the premises were adapted, that is, a business related to the fishing industry. I do not consider the dwellings to be a liability. There are a large number of fishing companies with business premises on the waterfront which also own a number of cottages adjacent thereto for their managers and other employees.

3. I agree that one house shown in the appraisal but not mentioned above was in poor shape and I am not claiming any value for it although it had been lived in by a fisherman. The "brick house" had settled and required attention but the cost of raising the house would not have been excessive.

4. I do not agree with Appraiser that the depth of water at the property is 8' at low tide. It is my recollection that the lowest tide would be 10 feet. We never had any trouble with large boats being unable to come into our wharf; whenever the bottom of the river filled up with silt, it was possible to arrange to have the Dominion Government Dredge come and clear the channel.

5. I agree that the warehouse was an old structure and needed repair but consider that it had a considerable number of years of usefulness ahead and did not require to be rebuilt. The only part of the structures on the premises which required rebuilding aside from the very poor house referred to above was the wharf in front of the warehouse, being an area of approximately 16' x 60'.

#### LEASES

At the time of evacuation, we leased the property for one year, excluding the dwellings and reserving one-half of the net house for my personal use to National Fisheries for \$95.00 per month. I am advised the Custodian rented the other half of the net house from National Fisher-



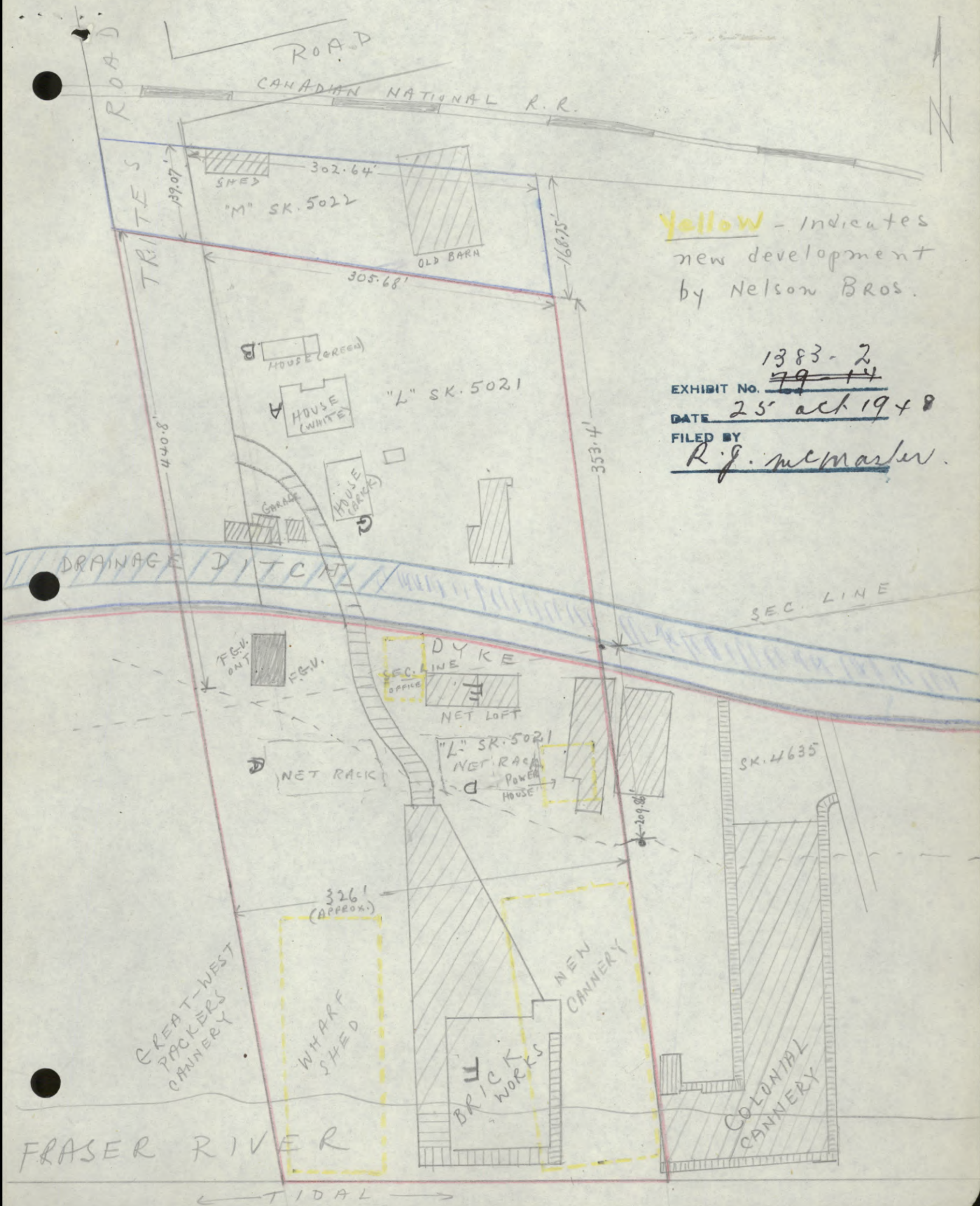
ies for \$35.00 per month. In February, 1944, the Custodian rented the Company's premises, excluding the dwellings, on a month to month tenancy to Nelson Brothers Fisheries Limited for \$105.00 per month. The premises were sold in or about <sup>July</sup> September 1944 to Nelson Brothers Fisheries Limited for the price of \$9750.00.

VALUE

I have no knowledge of sales of similar water front property at the mouth of the Fraser in 1944. In view of the excellent situation of this property, its adaptability for the fishing industry and the adequacy of the buildings for use in the fishing or allied industries, it is my opinion that at the date of sale the whole property was worth \$15,000.00. If Mr. Yamanashi's property is not included I claim the value to be \$13,500.00

G. Tanaka







THIS AGREEMENT made and entered into this day of January, 1943,

BETWEEN:

UNITED MARINE PRODUCTS LIMITED, a Company duly incorporated under the laws of the Province of British Columbia, and having its registered office at Steveston, Province aforesaid (Hereinafter called the 'Lessor')

OF THE FIRST PART

AND:

F. A. GOSSE CO., Colamn Building, Seattle, in the State of Washington, on of the United States of America (Hereinafter called the 'Lessee')

OF THE SECOND PART

WHEREAS by indenture dated the 15th day of February, 1942, the Lessor did demise unto the Lessee ALL AND SINGULAR all of the dock, main warehouse (or cannery building) net racks, net house (except small room in back which is reserved for the fishermen's net storage), all equipment on the hereinafter described property, the roadway from the main road to the aforementioned dock, all of the foregoing being situate on or used in connection with the property commonly known as the old brick-yard, and which is most particularly described as follows:

Part three and seven one-hundredths (3.7) acres more or less of sections twelve (12) and thirteen (13), in block three (3) north, range seven(7) West, as shown and lettered "L" on sketch deposited and numbered 5921, in the District of New Westminster

for the consideration and subject to the terms and conditions in the said indenture contained;

AND WHEREAS under the said agreement the Lessee was granted an option to renew the said lease at any time before its expiration for a further period of one(1) year and similarly from year to year subject to the same rental and terms and conditions as in the said agreement contained;

NOW, THEREFORE, in pursuance of the said option and at the request of the Lessee, the Lessor doth hereby renew the said indenture of lease for a further period of one(1) year subject to the same rental and terms and conditions as in the said lease contained save that the following clause therein is hereby stricken out:

"The Lessee agrees during 1942 to effect repairs to the premises hereby demised at a cost not exceeding the sum of One Hundred and Twenty-five Dollars (\$125.00.)"

IN WITNESS WHEREOF the Lessor has executed this indenture under its corporate seal by the hands of its proper officers in that behalf the day and year first above written.

The Corporate Seal of UNITED MARINE PRODUCTS LIMITED was hereunto affixed in the presence of:

) UNITED MARINE PRODUCTS LIMITED  
) by "Y. Hikida  
) by "W.J. Wyman"  
P.P. Sec'y.

F.A. GOSSE CO., Per "F.A. Gosse" President.

1383-3  
1383-11-  
EXHIBIT No. 1383-11-  
DATE 25 OCT 1948  
FILED BY R. J. McManis



THIS INDENTURE made in duplicate the 15th day of February in the year of our Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN: UNITED MARINE PRODUCTS LIMITED, a Company duly incorporated under the laws of the Province of British Columbia, and having its registered office at Steveston, Province aforesaid, hereinafter called the "Lessor" of the First Part:

AND: F. A. GOSSE CO., Colman Building, Seattle, in the State of Washington, one of the United States of America, hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular all of the dock, marin warehouse (or cannery building) net racks, net house (except small room in back which is reserved for the fishermen's net storage) all equipment on the hereinafter described property, the roadway from the main road to the aforementioned dock, all of the foregoing being situate on or used in connection with the property commonly known as the old brick-yard, and which is more particularly described as follows: Part three and seven one-hundreths (3.7) acres more or less of sections twelve (12) and thirteen (13), in block three (3) north, range seven (7) West, as shown and lettered "L" on sketch deposited and numbered 5021, in the District of New Westminster.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

From the 15th day of February one thousand nine hundred and forty-two the term of one (1) year thence ensuing.

Yielding during the said term terefore the rent of \$1,140.00 Dollars of lawful money of Canada, payable on the following days and times that is to say:

The sum of Ninety-five Dollars (\$95.00) on the 15th day of each and every month during the term hereby granted, the first payment of February Ninety-five Dollars (\$95.00) to be made on the 15th day of February, 1942, and a like sum on the 15th day of each and every month thereafter up to and including the 15th day of January, 1943.

PROVIDED that the Lessee may at his option renew this lease at any time before its expiration for a further period of one (1) year and similarly from year to year, subject to the same rental and terms and conditions as herein contained.

AND PROVIDED DURTHER that at the donclusion of the war now existing between Canada and Japan if the Lessor shall according to law be at liberty to re-enter upon and occupy the premises hereby demised the said Lessor shall be entitled to put an end to this lease on the 15th day of February thence ensuing.

Of the aforesaid monthly rental the Lessee will pay Seventy Dollars (\$70.00) per month thereof to the Lessor and Twenty-five Dollars (\$25.00) per month thereof to G. Takahashi, Steveston, B. C.



The Lessee agrees to arrange for commercial casualty insurance in amounts which the said Lessee in his sole and absolute discretion deems adequate.

The Lessee shall be at liberty at any time to assign or sub-let this lease without consent of the lessor.

The Lessee agrees during 1942 to effect repairs to the premises hereby demised at a cost not exceeding the sum of One Hundred and Twenty-five Dollars (\$125.00).

That the said Lessee covenants with the said Lessor to pay rent; and to pay rates for water, electric light, gas and telephone.

And to repair; and to insure from fire, in the joint names of the said Lessor and the said Lessee; to show receipts;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Proviso for re-entry on seizure or forfeiture of the said term.

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

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 Lessee, or if the 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 month's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

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 or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved for 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 at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions contained herein so far as the same are applicable to a tenancy from month to month.

In case during the term hereby demised fishing licences are issued by government or other authority to citizens of Japanese origin then the said net house and net racks shall be excluded from the property hereby demised, and the rental shall be reduced by the sum of twenty-five dollars (\$25.00) a month while the net house and net racks shall be in use by the said fishermen.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require.)



In Witness whereof the said parties have hereunto set their hands and seals the day and the year first above written.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF

"G. Takahashi"  
Steveston, B. C.  
Fish Buyer

) UNITED MARINE PRODUCTS LIMITED

) By "Y. Kikida"

) By " W. J. Wyman"

) F. A. GOSE CO.

) By "I. P. McElhany" Sec.



## OFFICE OF THE CUSTODIAN

## JAPANESE SECTION

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

## PERSONAL INFORMATION

NAME: HIKIDA Yozaemon

House No. 129

HOME ADDRESS: Opposite the G.W. Cannery, P.O. Box 69, Steveston, B.C.REGISTRATION NUMBER 03409 SEX: Male AGE: 50OCCUPATION: Fisherman

(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: SelfMARRIED? YesNAME OF WIFE OR HUSBAND: Shiyo

House No. 129

ADDRESS OF WIFE OR HUSBAND: Opposite the G.W. Cannery, P.O. Box 69, Steveston, B.C.NAMES OF ANY LIVING CHILDREN: Masaharu, (M), Kiyoshi, (M)

House No. 129  
ADDRESS OF CHILDREN: Opposite the G.W. Cannery, P.O. Box 69, Steveston, B.C.

AGE OF CHILDREN: 27, 21.

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

Property (1)

1. LOCATION AND DESCRIPTION: Municipality of Richmond. Part (1.02) acres more or less of Lot "C" of Section (12) Block Three (3) North Range (7) West Map (2171) as shown and lettered "M" on Sketch deposited No. (5022) in the District of New Westminster. Certificate No. 128765E. Fol. 129270E.

Property (2): Asset No. 1. Section 12, 13, Block 3 North Range 7 West as shown Letter "L" on Sketch & numbered (5021) in the District of New Westminster. Certificate) Transferred to United Marine Products Ltd.

Nos. unknown "(see back page)"2. BUILDINGS AND OTHER IMPROVEMENTS: wooden

Property (1) Farmland, Property (2) 2 storey 7-room/ frame, 1, 3-room bungalow brick building, 5 room bungalow wooden frame, 2-storey 4-room wooden frame, & 2 Garages.

EXHIBIT No. 1383-2DATE 25 Oct 19483. INSURANCE (Give particulars; state where policies are) none FILED BY G.W. McPherson4. TAXES (Amount and where payable) \$225.00 paid for both properties for 1941, paid to the Richmond Town Hall, Richmond, B.C.

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

6. OCCUPANCY AND LEASES (If vacant so state) Property (2) the 3-room bungalow brick building has been rented to Mr. White of the Great West Cannery, Steveston, B.C., for \$17.00 per month. The other buildings erected on this property are vacant. Mr. White will pay the rent into the Royal Bank in Steveston each month upon the departure of the Declarant.



7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Property (1) In Owner's possession  
Property (2) In the Land Registry in New Westminster.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Property No. (1) Kiichiro Shirakawa, Ukiyoshi Yasui & Gihyoe Takahashi, "Joint Tenants" Property (2) See Back Page.
9. IF FARM LAND STATE CROPS SOWN  
None

#### STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 129 Garry St., P.O. Box 69, Steveston, B.C.  
2-storey 8 room wooden frame house
2. LANDLORD'S NAME AND ADDRESS: Lives with his eldest son
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: none
4. STATE WHEREABOUTS OF LEASE: none
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) none
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: none

#### STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:  
none
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



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)

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

34 shares with the United Marine Products Ltd., Certificate No. (8) at a \$100.00 per share. Deposited in the Royal Bank in Steveston, B.C.

8. BANK ACCOUNTS: Personal Account \$2,800.00 Savings Account No. unknown deposited  
in the Royal Bank in Steveston, B.C.

9. LIFE INSURANCE: in the Co., Account No. U.-73 Royal Bank in Steveston, B.C.

10. INTEREST IN ANY ESTATES OR TRUSTS.

11. SAFETY DEPOSIT BOX:.....none

**LIABILITIES:**

1. PERSONAL DEBTS: ..... none

2. TRADE DEBTS: ..... none

REMARKS: Mr. Yasaemon Hikida who is the President of the United Marine Products Ltd., has registered jointly with his personal belongings the Co., investments also. His name appears on the company shares as president for proof.

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

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

Dated this 14th day of April

"A.G. McArthur"

1942  
President of the United  
Marine Products Limited.  
(Signature) "Y. Hikida"

Witness

FOR DEPARTMENTAL USE



Property No. (2)

"Transferred to United Marine Products March, 1942"

Belongs to the United Marine Products Ltd., with shareholders in the company whose names are unknown.

"This land & buildings constitute all the assets of this company in addition to Bank account mentioned within."

OTHERS:

STATEMENT OF REAL PROPERTY OWNED

6. MONIES OWING TO YOU (State if any of these debts assigned and if so to whom)

1. LOCATION AND DESCRIPTION:

none

2. LANDLORD'S NAME AND ADDRESS:

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereof)

34 shares with the United Marine Products Ltd., Certificate No. (8) at a \$100.00 per share. Deposited in the Royal Bank in St. John's, N.C.

8. BANK ACCOUNTS: Personal Account \$2,300.00 Savings Account No. unknown deposited in the Royal Bank in St. John's, N.C.

9. LIFE INSURANCE: In the Co., Account No. U-73 Royal Bank in St. John's, N.C.

none

10. INTEREST IN ANY ESTATES OR TRUSTS

none

11. SAFETY DEPOSIT BOX:

none

LIABILITIES:

1. PERSONAL DEBTS:

none

STATEMENT OF REAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND LOCATION OF THE REAL PROPERTY OWNED AND TENURED

none

2. TRADE DEBTS:

REMARKS: Mr. Yassamon Hikida who is the President of the United Marine Products Ltd., has registered jointly with his personal belongings the Co., Investments also. His name appears on the company shares as president for proof.

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, bonds, notes, bonds or other securities, if any.

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

President of the United Marine Products Ltd.  
"Y. Hikida" (Signature)

Dated this 14th day of April 1942

CLAIM ON ANY SUCH PROPERTY

Witness

FOR DEPARTMENTAL USE



I. B. HEWER CO. LIMITED  
VANCOUVER, B. C.

July 19, 1948.

Messrs. Campbell, Brazier,  
Fisher & McMaster,  
Barristers & Solicitors,  
1408-675 West Hastings Street,  
Vancouver, B. C.

1383 - 5  
~~79-17~~  
EXHIBIT No. 79-17  
DATE 25 Oct 1948  
FILED BY R. J. McMaster

Dear Sirs:

RE: United Marine Products Limited.  
Portion of Sections 12 and 13,  
Block 3, North Range 7 West  
lettered "L" on sketch plan  
5021.

Pursuant to your instructions to appraise the fair market value of the above noted premises as they were then constituted as at September 1944, I have done so after:

1. Making a physical inspection of the premises on two occasions.
2. Examining the description of the premises and their condition set out in the appraisal report of Johnson, Reeve and Watson to Messrs. P.S. Ross & Sons, dated June 24, 1944.
3. Making enquiries with respect to the premises of Messrs. Lutes & MacDonald, manager and employee of Nelson Bros. Fisheries Limited who claim to have known the property for 30 years and who were employees of the Nelson Bros. Fisheries Ltd. at the date of sale September 1944.

You drew to my attention to absence in Mr. Reeve's appraisal of any reference to the net racks alleged by Mr. G. Tahahashi to have been erected on the premises and to two fish elevators also alleged to have been installed. I made enquiries with respect to these matters.

The premises have been considerably altered since September 1944. I attach hereto a



Messrs. Campbell Brazier & Co.

July 19, 1948.

sketch showing the premises with buildings and other improvements sketched in black as I have been able to ascertain was the situation in September 1944. I have superimposed on the sketch in yellow the additions made by Nelson Bros. Fisheries Ltd.

The following information was obtained from the Municipal Clerk, Mr. Palmer, Richmond, B. C.:-

<u>Date.</u>	<u>Cert. of Title No.</u>	<u>Purchaser.</u>
1929	70658E	Stevenston Sand-Lime Brick Co
1938	86845	Sand-Lime Products Ltd.
after 1938	129271E	United Marine Products Ltd.
" "	178456	R. Nelson

In addition we were advised that the assessment of this property, as of 1942, was \$15,650.00.

In reviewing the status of this property with the Manager of Nelson Bros. (present owners), Mr. MacDonald of the same Company, we are informed as follows:-

1. Mr Lutes admitted that the net racks and decks referred to above were situate on the premises as at September 1944 and from his description I would estimate their value at \$800.00.

2. In respect to the two fish elevators, Mr. Lutes claimed that these two fish elevators were never completed; that there were no motors or pumps in existence when they took over the property. He does say, however, that there was evidence of wooden chutes and spindles and chain but these were of very little value and were removed and are lying on the floor of the new warehouse being built. In the circumstances cannot put any value on the elevators.

3. In discussing the matter of piling on which one of their new buildings is in the process of construction we are advised by Mr. MacDonald of Nelson Bros. and corroborated by Mr. Lutes, that the piling were driven approximately 30 years ago by Fraser River Pile Driving Company. As nearly as we can ascertain, there are approximately 260 piles, a great many of which we have had to be replaced/or supported by new piling. If the above is correct, it would appear that some of the old piling had outlived its usefulness, but at the same time consideration should be



given to the value of those piles which are being used for the new building now under construction and for new decking on the wharf, to the West of the new building. I went over the old piling now being used, with Mr. Lutes and estimate that Nelson Brothers Fisheries Ltd. are using 140 piles and approximately 50% of the old capping. On these piles and new piles which have been driven by them, Nelson Bros. Fisheries Ltd. are constructing a permanent large building to contain machinery of some considerable weight. Accordingly, it would appear that they considered the 140 piles being used and the capping to be sound. Such being the case and having regard to the fact that these piles are set in fresh water, it is my opinion that they have a considerable lifetime of usefulness ahead of them. These piles average 25 feet in length or a total of 3,500 lineal feet, and in 1944 the cost of the piling at 32 cents per lineal foot would have been \$1,120.00. The cost of driving and capping per pile at \$10.00 would have been \$1,400.00, or in other words 140 new piles driven in 1944 and the capping would have cost \$2,520.00. As these were not new piles I would not consider that they added this full value to the land. However, as the piles appear to be sound and to have a long lifetime ahead of them, it is my opinion that with the existence of these 140 piles in place on the premises in 1944 would add \$2,000.00 to the value of the land.

In examining the above property, there is no evidence now in existence of any improvements other than a portion of the net racks, net warehouse, piling and three dwellings as having existed in September 1944. This property is well situated for use in the fishing or allied industries, and I am of the opinion that the land above was at September 1944 worth \$7000.00 estimating on the basis of \$20.00 per front foot.

The following improvements to the land added value to its fair market in September 1944, in my opinion. To sum up:

1. Net drying racks as indicated above \$800.00
2. Piling and capping sound enough for continued use. \$2,000.00.
3. Net Warehouse: Approximate size, 94' x 40'. This building still remains on the property and is being used by Nelson Bros. for a net loft and repair building. This building



Campbell Brazier & Co.

July 19, 1948.

is in fair condition. We do not agree that the building is not conveniently located. This is borne out by the fact that in the present high state of development now being carried on by Nelson Bros. the building is being usefully occupied. The building added its full structural value to the land in September 1944, that is \$1500.00.

4. Brick House. Approximate size 42' x 26', consisting of 5 rooms and a bathroom. This building is of frame construction with brick exterior and from information obtained, this building was constructed by the former owner of the brick plant and is estimated to be 25 years old. The foundations of this building have sagged considerably which would mean that in its condition in September 1944, the bricks would have had to be removed from the facing of the exterior to replace the foundation. With such repairs, however, its usefulness in relation to the property would remain. Allowing for the necessary repairs I would still consider it added \$500.00 value to the land in September, 1944.
5. White House: Approximate size - 28' x 40' -  $1\frac{1}{2}$  storeys high, construction wood frame, concrete wall foundation; exterior siding walls, shingle roof; two chimneys - no heating plant. 5 rooms on ground floor and 2 rooms on second floor at date of sale and apparently about 7 years old in fair condition. In my opinion it added its full structural value to the land and I would consider that value would be \$1,500.00.
6. Shingled House: Approximate size - 20' x 47' 1 storey. Wood frame building and woodshed adjoining. Wood foundation. Apparently reconditioned and in fair shape in September 1944. An asset to the land and added to its value. \$600.00.

*ie replacement  
less depreciation*

In our appraisal of the entire property of the United Marine Products Limited, it is our contention that salvage value is not applicable to the property. In other words, the property was valuable as a potential



Campbell Brazier & Co.

July 19, 1948.

going concern. It could readily have been taken over and used as it then was.

As an example; the net racks had a value installed and being in use but very little value in salvage.

The same could be applied to the wharf and piling (wharf building), etc. as there would be no salvage value in this unit but would be useful and valuable if left in place. This condition is evident since the wharf piling is being used by the present owners, Nelson Bros., in the construction of their new fish cannery on the East part of the property (water-front).

The same condition is evident in respect to the three dwellings and the net warehouse. The dwellings are now in use after some repairs and the net warehouse is also in use and valuable to the present owners with very little repair other than exterior painting.

In my opinion, therefore, the fair market value of the above noted premises, with the improvements then existent as at September 1944, would have been \$13,900.00 to \$14,000.00.

Yours truly,

*B. A. Hewer*



UNITED MARINE PRODUCTS  
Claim

Claim	Claim Filed	1943 and 1944 Asse- ssed Value	Insurance Coverage Amount	Details	Appraisal Johnston Reeve & Watson 24th June, 1944	Tenders result of dated 29th June, 1944	received as a advertisement June, 1944	S a l e s	R E M A R K S
Portion of sections 12 and 13 Block 3 North Range 7 West as shown lettered "L" on sketch No. 5021 N.W.D.									No books available, therefore not possible to determine book value
Land claim	\$ 5,500.00	7000' \$ 3,330.00	\$ 5,000.00	Wharf and Fish ware- house	3.7 acres of land includ- ing residual value of wharf and warehouse \$ 7,000.00				Insurance coverage of \$5,000.00 on wharf and fish warehouse cannot be related to appraised value of these buildings as their appraised value was included with the land at \$7,000.00.
Buildings No details are given in claim but Hikida letter of February 15th, 1946 declares situa- tion as follows:	15,500.00	12,320.00				Nelson Bros Fisheries 20 July 1944	Nelson Bros Fisheries 27 July 1944	\$ 9,750.00 \$ 9,750.00	
Company (1) Old brick plant (2) Dwelling house (3) 2 garages (not shown on diagram or reported by Reeve) (4) Brick house		no value			Included with land Nil  500.00	500.00			
Takahashi (1) Unpainted 5 room bungalow (2) Net house 40 x 80 (3) Deck and net rack 42 x 90 (4) Deck and net rack 60 x 80		600' 1500 included in value of land			250.00 1,000.00 with land	250.00 1,000.00			
Yamasaki (1) 6 room white painted house					750.00	750.00			
	\$ 21,000.00	15,650.00	5,000.00		2,000.00	9,500.00	\$ 9,750.00	9,750.00	

EXHIBIT No. 1383-6  
DATE 25 Oct 1948  
FILED BY gw nepheson



COPY

3308, 3429,  
3915, 3917.

April 18th, 1942.

J. D. Mather, Esq.,  
315 Metropolitan Bldg.,  
Vancouver, B.C.

Dear Sir:-

Referring to our letter of the 31st  
ultimo, undernoted are further cases referred to you:

<u>HIKIDA</u> , Yosaemen	03409
HIRATA, Ihei	04204
KAWASOYE, Yotaro	04531
MURAKAMI, Asamatsu	04678

The Custodian desires that in these  
cases you investigate and take control of the assets of the  
persons concerned and take such other action as you may  
deem necessary in order to preserve and protect the property.

Yours truly,

C. L. Drewry  
Manager

RFB:EB  
Encl:

EXHIBIT No. 1383-7  
DATE 25 Oct 1948  
FILED BY J. W. McPherson



C  
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Y  
  
Registration Number 03409

HIKIDA Yosaemon

129 Garry Street, Box 69, Steveston, B. C.

EXHIBIT No. 1383-8

DATE 25 Oct. 1948

FILED BY J.W. McPherson.

LOCATION AND NATURE OF PROPERTY

Parcel #1 - Part (1.02) acres more or less of Lot "C" of Section 12, Block 3 North, Range 7 West, Map 2171 as above and lettered "M" on Sketch deposited No. 5022, Dist. of New Westminster. C of T #128765E.

Parcel #2 - Sections 12, 13, Block 3 North, Range 7 West as shown Letter "L" on Sketch and numbered 5021, Dist. of New Westminster.

OWNERSHIP

Property No. 1 is owned by the above Hikida.

Property No. 2 has been transferred to a Company, the Marine Products Limited.

LAND AND BUILDINGS

Property No. 1. This property consists of approximately 1 acre and is being at present cultivated by one Hong Wo of Steveston, who was requested by Hikida prior to evacuation, to look after the property and keep it clear of weeds. There is a very old dilapidated Shed on the corner of this lot and should be torn down. There is also an old Barn on the property which was by arrangement, torn down by Hikida some weeks ago. The Barn was of no value.

On Property #2 there are the following buildings:

A 3 room brick, shingle roof Bungalow, now vacant, but which will be rented by the Manager of the National Fisheries Limited who have already rented the Net House on this property.

A 2 storey frame, shingle roof dwelling with basement, lately occupied by Toshio Yamasaki, who has been paying a ground rental of \$36. a year to Hikida, which amount has been paid to December 31, 1941. This property has now been leased to a Mr. Alex F. Douglas for the sum of \$1. for the duration, Douglas being in actuality a Caretaker, rather than a tenant.

A 5 room frame, shingle roof Bungalo occupied by Ernest Spillsbury, who is paying \$9. per month on a month to month basis, arrangements having been made prior to evacuation of Hikida.

A  $\frac{1}{2}$  storey frame, shingle roof dwelling, very old, containing 4 rooms with lean-to. This building has been rented to one Cook, an arrangement having been made by the Manager of the Great West Canneries, who informed me that the key had been left with him prior to evacuation of Hikida with a request to rent the house.

(Over)



Registration Number 03409

HIKIDA Yosaemon

INSURANCE

There is no insurance carried on these properties.

TAXES

The taxes are paid to December 31, 1941.

FINANCIAL POSITION

Claims to have no liabilities.

REMARKS

Property No. 2 with buildings, would appear to be the property of the Marine Products Limited and not of the above Hikida and it would appear that Marine Products Limited have not filed an independent form "JP".

RECOMMENDATION

I would recommend that an examination be made of these properties in the Land Registry Office and that the whole property be handed to Mr. T. C. King for management on behalf of the Custodian.

July 28, 1942.

"J. D. Mather"

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78 Georgia Street,  
Steveston, B. C.  
Aug. 5th, 1942.

Mr. R. G. Shears,  
Assistant Manager,  
506 Royal Bank Building,  
Vancouver, B. C.

EXHIBIT NO. 1383-9  
DATE 25 Oct 1948  
FILED BY J. W. McPherson

Dear Sir:

Re: your file #184 and United Marine Products  
Limited

Answering yours of the 3rd instant.

This property was declared by Yosaemon HIKIDA,  
#03409 who declared as President of the Company, and  
was reported fully on my report to Mr. Mather some time  
ago.

I am forwarding you the original lease which was  
given to me by Mr. Gihyoe TAKAHASHI, whose Reg. No. is  
05569.

In this case I have this date received from you  
form #2 for this Yosaemon HIKIDA under your file number  
3308 with your instructions, and if you will look up this  
file, I have no doubt that you will see that it is the  
same property and can be governed by these records.

The Takahashi mentioned is an officer in the  
company, but what capacity he fills I do not know but  
think he was the manager. His full name is Gihyoe  
Takahashi and his Registration number 05569.

Trusting this will give you the information you  
require,

I am,

Yours very truly,

"Thomas C. King."

Thomas C. King.

I would like a receipt for this lease it being the  
original handed to me for safe keeping.

T.C.K.



3308

August 13th, 1942.

Mr. T. C. King,  
Steveston, B. C.

Dear Sir:                      Re: Yosaemon HIKIDA

We beg to acknowledge, with thanks, your letter of the 5th instant enclosing the original of a lease between United Marine Products Ltd. and F. A. Gosse Co.

Please advise the F. A. Gosse Co. at once that they must pay the full amount of the rental under the lease to you as agent for the Custodian.

We note that the tenant agrees to pay water rates, repairs and insure for fire. Please see that water rates are paid and that copies of the insurance policies are sent to this office for our information.

We are in receipt of a remittance of \$9.00 less your commission covering rental received from E. Spillsbury, which you remitted under file #7039, Gihyoe Takahashi. Should this not be remitted under file #3308, Yosaemon Hikida, United Marine Products Ltd. account as instructed in our letter of the 3rd instant. We are making the transfer as above but should we be incorrect please advise at once.

Yours truly,

F. G. Shears  
Assistant Manager.

GWP:ND

EXHIBIT No. 1383-10  
DATE 25 OCT 1948  
FILED BY J. W. McPherson



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\*CUSTODIAN OF ENEMY PROPERTY

3308

September 22n, 1942.

Mr T.C.King,  
78 Georgia Street,  
Steveston, B. C.

Dear Sir:

Re: Yosaemon HIKIDA

With regard to the property of the United Marine Products described as Sections 12 and 13, Block 3 North, Range 7 West, we understand that the three room brick house has been rented to Mr White of the Great West Cannery at \$17.00 monthly since April 1st but that he was to spend the first rentals towards repairing the roof.

We would ask you to please investigate what rentals have been applied for roof repairs and if repairs have not been made, please collect the rental from April 1st last. If repairs have been made, please obtain receipted bills for our files and collect rentals from the time that sufficient rentals fall due to cover the roof repairs.

Yours truly,

G.H.Peers  
Administration Department.



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3308

Aug. 3, 1942.

Mr. Yosaemon Hikida,  
c/o Chris Uly,  
R. R. #1,  
Barons, A lta.

EXHIBIT No. 1383.11  
DATE 25 Oct 1948  
FILED BY J. W. McPherson

Dear Sir:

We are writing you regarding the properties declared by you and would be pleased to have your reply, as soon as possible, to the below noted queries so that we may more efficiently administer these properties on your behalf.

Property #1 - Part 1.02 acres more or less of Lot "C" of Section 12, Block 3 North, Range 7 West, Map 2171 as above and lettered "M" on sketch deposited #5022, District of New Westminster, registered in the names of yourself, Kiichiro Shirakawa, Ukiyoshi Yasui and Gihyoe Takehashi.

This property is being cultivated by Hong Wo and no rent is being paid by him. Please let us know if this arrangement is in accordance with your wishes. We would also suggest that, if the 1942 taxes are not paid, you send to us sufficient monies so that we may pay these taxes for you.

Property #2 - Part 3.7 acres, more or less, of Sections 12 & 13, Block 3 North, Range 7 West, as shown lettered "L" on sketch #5021, District of New Westminster, Registered in name of United Marine Products Ltd.

(1) Net house. We are informed that this net house belongs to another party. If this is so please let us know who is the owner of the net house, what ground rent is payable and to what date the ground rent has been paid.

(2) Three room brick bungalow. We understand that this is to be rented to Mr. White of Great West Cannery, at \$17.00 monthly. Please let us know at what date this rental is to commence.

(3) Two storey frame dwelling. We are informed that this building belongs to Toshio Yamasaki, who has rented it to ALEX F. Douglas for the sum of \$1.00 for the duration of the war. Ground rent payable to you is said to be \$36.00 per annum. If this information is correct please let us know what your wishes are as regards to the ground lease and to what date it has been paid.

(4) Five room frame bungalow. Rented to Ernest Spillsbury for the sum of \$9.00 monthly. Is the tenant to pay water rates or not?

(5) Four room, 1½ storey frame dwelling. We are informed that this is rented to a Mr. Cook. If you are able, please advise us when this rental is due and the monthly amount.



Received Sept. 22, 1942

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Yasaemon Hikida,  
c/o Chris Uly,  
R. R. 1, Barons, Alberta.

File No. 3308

Dear Sir:

The property rented to Hong Wo without rental this year is according to our wishes since they paid by the labour in destroying the old barn. We have paid this years taxes on all the properties.

Property No. 2.

1. Net house belongs to G. Takahashi of Slocan, B. C. Ground rent is \$60.00 at the end of the year.

2. 3 room brick house. He was holding rent from April 1st. to cover the expenses of repairing the roof but if he hasn't done this we should get rent after that. This is to be paid first of the month.

3. Two storey frame building. Mr. Yamasaki hasn't paid his ground rent yet. G. Takahashi has been paying for them.

4. 5 room bungalow. The tenant does not need to pay the water rate. This house belongs to G. Takahashi. Ground rent being \$20.00 per annum.

5. 4 room, 1½ storey dwelling. We haven't received any rent yet. We ask the Custodian in charge to use his own judgement in regarding to the rent.

This is all the information I can give you on these properties but I shall assist earnestly in any way to administer the property.

Yours truly,

"Y. Hikida"



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DEPARTMENT OF THE SECRETARY OF STATE OF CANADA

The Secretary of State of Canada under and by virtue of authority given to him by Regulation 8 of the Consolidated Regulations Respecting Trading with the Enemy (1939) by his Deputy, EPHRAIM HERBERT COLEMAN hereby appoints MESSRS. P.S. ROSS AND SONS, Chartered Accountants, Inspectors under the said Regulations, and authorizes the said company to inspect all books and documents belonging to or under the control of UNITED MARINE PRODUCTS LIMITED and further requires any person able to give any information with respect to the business or trade of the said UNITED MARINE PRODUCTS LIMITED to give such information.

DATED at Ottawa, Ontario this 12th day of November, A.D., 1943.

"E.H. Coleman"

DEPUTY CUSTODIAN

EXHIBIT No. 1383-12  
DATE 25 oct 1948  
FILED BY J. W. McPherson



P. S. ROSS & SONS  
Chartered Accountants

COPY

December 20th, 1943.

Our File 295-178

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

Attention: Mr. K. W. Wright

Dear Sirs:

Re: Yozasemon Hikida and United  
Marine Products Limited

We recently received from you an Investigation Order regarding the above mentioned company. Before proceeding with the detailed investigation of this company, there are one or two points upon which we would like some further information and it occurs to us that you may be in a position to give us this information in view of the fact that you have controlled the affairs of this company for the past two years.

The assets of the company would seem to consist of certain real estate located in the Steveston district, part of which, known as the brickyard, is rented to the National Fisheries Limited.

We notice that the insurance policies placed on this property were written in the name of the Custodian with loss payable to National Fisheries Limited. It does not appear to us that this is correct and we are wondering why the loss is not payable to United Marine Products Limited.

Are you able to give us any information that will assist in our finding the books of account for this company?

In view of the fact that this is an evacuee company, we presume that you do not wish us to investigate the disposal of any funds held in bank accounts or by way of accounts receivable owing to the company.

We return herewith your File No. 3308.

Yours faithfully,

"P.S. Ross & Sons"

EXHIBIT No. 1383-13

DATE 25 Oct 1948

FILED BY

J. W. McPherson



*Vesting*

WHEREAS by Order in Council Number P. C. 1665 dated the fourth day of March, 1942, as amended by Order in Council Number P. C. 2483, dated the twenty-seventh day of March, 1942, as amended by Order in Council Number 469 dated the nineteenth day of January, 1943, the Custodian may order that all or any property whatsoever situated in any protected area of British Columbia belonging to any person of the Japanese race may for the purpose of protecting the interests of the owner or any other person, be vested in the Custodian;

AND WHEREAS, the UNITED MARINE PRODUCTS LIMITED being duly incorporated under the laws of the Province of British Columbia, has issued sixty-eight (68) shares of its common stock to the following persons:

Yozaemon Hikida  
Kiichiro Shirakawa

AND WHEREAS, it appears that all of the shareholders are persons of the Japanese race;

AND WHEREAS it appears that the interests of the said persons and of the creditors of the said company should be protected;

NOW THEREFORE the Secretary of State of Canada acting in his capacity as Custodian by his Deputy, EPHRAIM HERBERT COLEMAN, hereby orders that the shares of:

Yozaemon Hikida  
Kiichiro Shirakawa

and any other persons of the Japanese race in the said company to be, and are hereby vested in the Custodian in accordance with the provisions of Order in Council Number P. C. 1665 dated the fourteenth day of March, 1942, as amended by Order in Council Number P. C. 2483, dated the twenty-

EXHIBIT No. 1383-14  
DATE 25 OCT 1948  
FILED BY J. W. McPherson



seventh day of March 1942, as amended by Order in Council  
Number 469, dated the nineteenth day of January, 1943.

DATED at Ottawa, Ontario, this 16th day of  
February, 1944.

"E. H. Coleman"

DEPUTY CUSTODIAN.



DEPARTMENT OF THE SECRETARY OF STATE OF CANADA

WHEREAS it appears to the Secretary of State of Canada having considered the report of the Inspectors appointed to inspect the books and documents belonging to, or under the control of UNITED MARINE PRODUCTS LIMITED that the business of UNITED MARINE PRODUCTS LIMITED should be wound up and the assets disposed of;

NOW THEREFORE the Secretary of State of Canada by his Deputy, EPHRAIM HERBERT COLEMAN, hereby appoints FREDERICK FIELD, Chartered Accountant, in the City of Vancouver, in the Province of British Columbia, a representative of P.S. Ross and Sons, as Controller of the affairs of the said UNITED MARINE PRODUCTS LIMITED;

The Secretary of State of Canada hereby confers upon FREDERICK FIELD, Chartered Accountant in the City of Vancouver, in the Province of British Columbia, a representative of P.S. Ross and Sons, such powers as are exercisable by a Liquidator in a voluntary winding-up of a company, including power in the name of the said UNITED MARINE PRODUCTS LIMITED or in his own name and by deed or otherwise to convey or transfer any property and power to apply to the Court having power to appoint a receiver or liquidator or to grant a winding-up order, or a judge thereof to determine any question arising in the carrying out of this order;

The Secretary of State orders that the remuneration payable and costs, charges and expenses incurred in connection with control and in the winding-up of the business to such amount as may be approved by the Secretary of State of Canada, shall be defrayed out of the assets of the business and shall be charged on such assets in priority to any other charges thereof.

DATED at Ottawa, Ontario, this 16th day of February, 1944.

"E.H. Coleman"

Deputy Custodian.

EXHIBIT No. 1383-15  
DATE 25 Oct. 1948  
FILED BY J. W. McPherson



3308

Aug. 3, 1942.

J. D. Mather, Esq.,  
315 Metropolitan Bldg.,  
Vancouver, B. C.

Dear Sir:

Re: Yosaemon HIKIDA

We beg to acknowledge, with thanks, your report on the above dated July 28th last.

With regard to parcel #1, we note that this property is not revenue producing.

Regarding parcel #2, on which are located four houses and a net house, this property is registered in the name of Marine Products Ltd.; the shares of which are held equally by the above and Kirchiro Shirakawa. For the present we will administer this property under this file. We believe that the net house on this property belongs to another Japanese and we would be pleased to have you advise us what ground rent is paid for the use of the property, when it is payable, to what date it has been paid and who is the tenant.

As recommended we are placing these properties in the hands of Mr. T. C. King to act as real estate agent on behalf of the Custodian.

Yours truly,

F. G. Shears  
Assistant Manager

GHF:AND  
EXHIBIT No. 1383-16  
DATE 25 OCT 1948  
FILED BY R. J. Mcmaster



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THOMAS C. KING  
REAL ESTATE and INSURANCE

CUSTODIAN OF ENEMY PROPERTY

78 Georgia Street,  
Steveston, B. C.

October 1st 1942.

Mr G.H. Peers,  
Administration Department,  
506 Royal Bank Building,  
Vancouver, B. C.

Dear Sir:

Re: Yosamnon HIKIDA, File #3308

Replying to your letter of September 22nd regarding to the particulars of the Brick House on this property.

This house, I am given to understand from the Great West Packing Co., was rented to Mr J. Whiteside on April first at the rate of \$17.00 per month, by the United Marine Products Limited, before their evacuation. I am also given to understand that there has been no rentals paid, and no repairs made to the roof.

This Gentleman Mr Whiteside was taken to the Hospital on May 2nd, and passed away on July 9th, and although Mrs Whiteside resided there during his stay in hospital, she vacated a few days after his death.

The estate, I am informed, is in the hands of a Mr Bowden, of the Westminster Trust Company, New Westminster.

For your information this brick house has been taken over by the National Fisheries Limited as from August 15th, it being on the property of the United Marine Products Limited.

Yours very truly,

"Thomas C. King"

1383-17  
EXHIBIT NO. 1383-17  
DATE 25 OCT 1948  
FILED BY R. J. McMaster



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13269

August 1, 1944

Messrs. P. S. Ross & Sons,  
411 Royal Bank Building,  
Vancouver, B.C.

Dear Sirs:

Re: United Marine Products Ltd.

The following are the conditions under which the various tenants are occupying the premises of the United Marine Products Ltd.

The Nelson Brothers Fisheries Ltd. occupy the property known as the old brickyard, the wharf and the net house at \$105.00 per month on a monthly basis.

The three room brick cottage is rented to Donald Watson at \$12.00 a month, which includes water, on a monthly basis.

The two storey four room frame is occupied by C. Cook at \$7.00 a month, including water, on a monthly basis.

The one storey five room frame is occupied by C. A. Watson at \$9.00 a month, including water, on a monthly basis.

*made by  
custodian*

The two storey seven room frame is occupied by a Mr. Douglas who has a duration lease in which he pays the taxes and water only.

Yours truly,

George Peters,  
Administration Department.

GP:EB

EXHIBIT No. 1383-18  
DATE 25 Oct 1948  
FILED BY  
R. J. McMaster



Taxpayers'  
CopyTHE CORPORATION OF THE TOWNSHIP OF RICHMOND  
Richmond Town Hall, Brighthouse, B. C.  
TAX NOTICE, 1942TO - UNITED MARINE PRODUCTS LTD.,  
c/o Custodian,  
Fire 3308

Take notice that the following lands in the Municipality of Richmond, for which you are liable for taxes for the year 1942 as follows: 3.7 ac.

Roll No.	Lot	Block	Block North	Range West	Map	Value of Land	Value of Improvements	Taxable Value
6038	L	12/13	3	7	5021	3330	13320	94.90

are subject to the following taxes which are due on and from 1st January, 1942, and are now due and payable at the Town Hall, Brighthouse, B. C.

214.75 Paid 190  
210.28  
 4.47 Overpaid

Total for 1942 210.28

EXHIBIT No. 1383-19  
 DATE 25 Oct 1948  
 FILED BY R. J. Mcmaster.



13269.

United Marine Products Limited

Report on Liquidation

14th July, 1947

EXHIBIT No.

1383-20

DATE

25 oct 1948

FILED BY

G. W. McPherson

**P. S. ROSS & SONS**

CHARTERED ACCOUNTANTS

MONTREAL

TORONTO

WINNIPEG

CALGARY

VANCOUVER



## P. S. Ross &amp; Sons

CHARTERED ACCOUNTANTS

MONTREAL TORONTO WINNIPEG  
CALGARY VANCOUVER

MAJ. GEN. J. G. ROSS, C.M.G.,  
J. W. ROSS, LL.D.,  
S. R. CAMPBELL,  
J. A. GRANT,  
W. L. GATEHOUSE,  
G. M. HAWTHORN,  
I. A. ROSS,  
H. I. ROSS,  
G. M. SMITH,  
G. E. HOULT,  
S. B. PECKHAM,  
W. G. JEPHCOTT,  
H. S. HAWTHORNE,  
F. E. H. GATES,  
J. A. ROSS,  
F. A. COFFEY,  
G. G. HARRIS.

ROYAL BANK BUILDING  
360 ST. JAMES STREET

MONTREAL, QUE.

14th July, 1947

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

Attention: Mr. F. G. Shears, Director

Dear Sir:

Under date of 16th February 1944 you appointed our Mr. Frederick Field as Controller with the powers of a Liquidator to dispose of the assets of the United Marine Products Limited. We now submit our report to you along with the following exhibits:

Exhibit 1 - Statement of cash receipts and disbursements for the period 6th August 1942 to 10th January 1947.

Exhibit 2 - Appraisal valuation dated 24th June 1944.

Ownership

According to the last annual company return filed with the Registrar on 4th December 1941 the shareholders were:

Harvey Phin Wyness	30 shares
Elizabeth Wilson Grant	1 share
Yozaemon Hikida	<u>37</u> shares
	68 shares
	<u>==</u>

Mr. Harvey Wyness, the company solicitor, has advised that entries were subsequently made transferring these holdings as follows:

Yozaemon Hikida	34 shares
Kiichiro Shirakawa	<u>34</u> shares
	68 shares
	<u>==</u>



Office of the Custodian  
Vancouver, B.C.

14th July, 1947

Your warrant dated 14th June 1944 transferred these shareholdings into the name of the Secretary of State of Canada and his nominees. We have since been advised by the Japanese shareholders that the actual distribution should be made in the following manner:

Gihyoe Takahashi  
Yazayemon Hikida  
Kiichiro Shirakawa  
Ukiyoshi Yasui

50% ✓  
35%  
10%  
5%  
100%

1,250.00  
750.00  
2,000.00

Before making a distribution of the assets we will advise you further in this regard.

Disposal of Property

As a result of your order to liquidate the company, we arranged with Messrs. Johnston, Reeve and Watson to inspect the property and advise a fair market value. Their report was submitted to us under date of 24th June 1944 and indicated the estimated value to be \$9,500.00. The property was then advertised for sale by tender in the following papers:

Vancouver News Herald - 29th June 1944  
Vancouver Sun - 30th June 1944  
Vancouver Province - 29th June 1944

The only offer received as a result of these advertisements was the tender of Nelson Bros. Fisheries Limited in the amount of \$9,750.00. In view of the fact that the offer was in excess of the appraisal, we recommended its acceptance, in which you concurred. Adjustments were effected as of 26th July 1944. As a result, a total of \$126.32 was recovered representing taxes, water rates, insurance etc.

Included on this property was one net house and two houses which did not belong to United Marine Products Limited. The total appraised value of these buildings as shown by the appraisal was \$2,000.00. Under



Office of the Custodian  
Vancouver, B.C.

14th July, 1947

date of 15th September 1945 we recommended to you that the distribution of the various interests be made on the basis of the appraisal. You confirmed our recommendation under date of 15th September 1945 and we subsequently forwarded to your office cheques totalling \$2,000.00 for the accounts of the following persons:

Gihyoe Takahashi	\$ 250.00	
Gihyoe Takahashi	<u>1,000.00</u>	1,250.00
B. Yamasaki		<u>750.00</u>
		<u>\$ 2,000.00</u>

#### Cash Receipts and Disbursements

Subsequent to the date of our appointment as Controllers we received a cheque from your office in the amount of \$1,784.15 representing the balance of cash received by you during the period ended 13th September 1944. We have incorporated these figures in the attached cash statement.

We have invested \$5,000.00 of the amount received from the sale of real estate in Dominion of Canada Victory Bonds. These are held for safekeeping by the Royal Bank of Canada, Main Branch, Vancouver, B.C.

#### Books and Records

We have been advised by Mr. Yazayemon Hikida, one of the principal shareholders, that the company did not engage in active operations and that no records were ever maintained. We have no knowledge of any assets other than the land and buildings already realized upon.

We have advertised for creditors as follows:

Vancouver Daily Province	-	4th July 1944
Vancouver News Herald	-	4th July 1944
Vancouver Sun	-	4th July 1944
British Columbia Gazette	-	6th July 1944
Vancouver News Herald	-	13th January 1947
British Columbia Gazette	-	16th January 1947



Office of the Custodian  
Vancouver, B.C.

United Marine Products Limited

14th July, 1947

Statement of Cash Receipts and Disbursements

No claims have been filed with us as a result of these advertisements and we have no reason to believe that any exist.

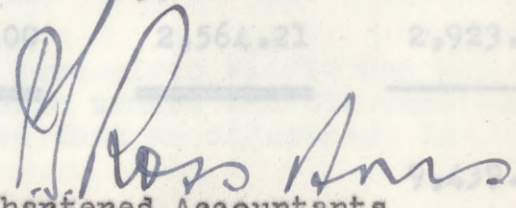
General

This company was placed in formal liquidation by special resolution dated 10th January 1947 as a result of your order dated 17th August 1946. We have requested the local Income Tax Department to issue tax clearance certificates and as soon as these are received we propose to distribute the remaining assets to the shareholders.

As the liquidation of all physical assets has now been completed we would request that a release of controllership be granted to Mr. Frederick Field and ourselves.

We shall be pleased to furnish any further information you may require.

Yours faithfully,

  
Chartered Accountants



United Marine Products LimitedStatement of Cash Receipts and DisbursementsFor the period 6th August 1942 to 10th January 1947

	Custodian 6/8/1942 to 13/9/1944	Controller 14/9/1944 to 10/1/1947	Total
<u>Receipts</u>			
Transferred from Custodian		1,784.15	
Rents collected (including water rates)	2,143.00	81.00	2,224.00
Sale of property		9,750.00	9,750.00
Adjustment re sale of property		126.32	126.32
Bond interest		262.50	262.50
	<u>2,143.00</u>	<u>12,003.97</u>	<u>12,362.82</u>
<u>Disbursements</u>			
Water rates	99.75	76.58	176.33
Insurance	120.00		120.00
Advertising	123.10	16.31	139.41
Sundries	16.00	10.00	26.00
Appraisal fees		125.00	125.00
Registration and legal fees		45.38	45.38
Land taxes		290.94	290.94
Custodian re property sold		2,000.00	2,000.00
Transferred to Controller	1,784.15		
	<u>2,143.00</u>	<u>2,564.21</u>	<u>2,923.06</u>
Balance - 10th January 1947			9,439.76
<u>Represented by:</u>			
Cash in bank		4,439.76	
Invested in Dominion of Canada Bonds		5,000.00	\$ 9,439.76

The property is only saleable to a purchaser requiring the land and waterfrontage for industrial use. From the view point of such a purchaser the houses are more likely to be a liability than an asset except to the extent that they might, if required, be used for employees' dwellings or office space.

One of the houses is so old and dilapidated that it should be destroyed. The brick house is in very bad condition.

More than half the area of the land consists of tide flat or foreshore. A purchaser would probably use the upland for permanent buildings or reserve it for future use. He could not sell the houses without subdividing the property and alienating the upland would make the foreshore less useful.



United Marine Products Limited

24th June, 1944

Appraisal Valuation

JOHNSON, REEVE AND WATSON

Estate Agents

Valuations, Arbitrations, Insurance, Real Estate, Mortgages

Bank of Nova Scotia Building

602 West Hastings Street

Vancouver, B.C.

24th June, 1944.

Messrs. P. S. Ross & Sons,  
675 West Hastings Street,  
Vancouver, B.C.

Your file No. 295-178  
Custodian file No. 13269

Dear Sirs:

re United Marine Products, Limited  
Part 3.7 acres more or less of Sections  
12 and 13 Block 3 North Range 7 West  
Map 773

In accordance with your instructions I have inspected this property for the purpose of appraising the fair market value.

I made two trips to Steveston because I could not obtain access to some of the buildings on the first occasion. Mr. Peters of the Custodian's Office accompanied me on the second visit and has given me particulars of the rentals and of the terms under which three of the houses were built on the land by the other owners.

I understand that no written leases were given to the men who built these three houses. The certainty of their tenure and its duration is a matter for legal advice, but I am informed that an adjustment is proposed.

At the rents paid by the tenants of these three houses there is practically no surplus after paying the taxes on the buildings only, water rates, insurance and maintenance of a minor character. One tenant pays only taxes and water rates and claims a lease for the duration of the War with Japan.

The property is only saleable to a purchaser requiring the land and waterfrontage for industrial use. From the view point of such a purchaser the houses are more likely to be a liability than an asset except to the extent that they might, if required, be used for employees' dwellings or office space.

One of the houses is so old and dilapidated that it should be destroyed. The brick house is in very bad condition.

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Messrs. P. S. Ross & Sons  
Vancouver, B.C.

24th June, 1944

and less accessible. If the structures were sold for removal, the cost of placing them on other sites would probably be as much as their present value.

Under present housing conditions and the regulations of the War Time Prices and Trade Board it may be difficult for a purchaser to obtain possession of the dwellings.

For the foregoing reasons the values shown in the appraisal for the dwellings are only structural values for the information of the Custodian in arranging adjustments or apportionment of the purchase price between the present owner of the land and the lessees.

#### DESCRIPTIONS AND APPRAISALS

LAND As indicated in the legal description, the area is 3.7 acres. I have plotted the land from the dimensions given on a small blue print of a survey made in 1909. It is situated at the South end of Trites Road.

The dimensions are as follows, the east and west boundaries running due north and south. The north and south boundaries are not at right angles to the others, the right angle width or frontage being approximately 350 feet.

North Boundary	383 feet
East "	572 "
West "	441 "
Length of Dyke (South)	362 "

A copy of the plan is attached.

The land is assessed by the Municipality at \$3,330, \$9.50 per front foot, \$900. per acre. This assessment is lower than that of a similar site to the West with a frontage of 248 feet and an average depth of only 176 feet, all tide flat and comprising one acre. This is assessed at \$3,150., which indicates rates of \$12.70 per front foot and \$3,150 per acre. This is the site of the Canadian Pacific Railway Ferry to Sidney and probably has deeper water, being at the mouth of the River.

The depth of the water at the property in question is about 8 feet at low tide and 20 feet at high tide. Seine boats have a draft of from 10 to 15 feet and can only dock at high tide.

The frontage is on what is known to the Department of Public Works as the Cannery Channel of the Fraser River.

#### Appraisal

Frontage 350 feet at \$20. = \$7,000

#### BUILDINGS

Wharf and Warehouse The wharf proper is approximately 134 feet long, 109 feet wide at the South end and 116 feet wide, North half. North of this is a platform and driveway of triangular shape. The main warehouse is 42' x 114' with a lean-to addition of the same size.



Messrs. P. S. Ross & Sons  
Vancouver, B.C.

24th June, 1944

There is a small building at the North East corner 10' x 22'.

The walls are of boards and shiplap and the roofs of corrugated iron.

The wharf and buildings are about 35 years old and very badly depreciated. Before long it will become necessary to rebuild entirely and in the meantime the usefulness of the wharf and building is limited.

Appraisal In view of the condition of the wharf and building, I am of the opinion that they have no market value and that they should be included in the land value.

Net Warehouse This is a wood frame building built on wood posts or piles, about 94' x 40' with siding walls and shingled roof. It is of cheap construction and the exterior has never been painted. I am informed that it was built in 1933.

The foundations at the East end are in bad condition and about one third of the building is twisted by the subsidence which has occurred.

The building is not conveniently placed and if a new wharf with buildings were erected it might prove to be superfluous. This would operate to discount the structural value.

Appraisal (Structural) \$ 1,500

Brick House This is a one storey wood frame building 42' x 26' built over 20 years ago. The exterior walls are finished in brick and the foundations are wood posts on concrete footings. It contains 5 rooms and a bathroom.

The foundations have subsided and the brick work is cracked all round; at the back it is falling away. The roof needs reshingling.

Poorly constructed in the first place, it is badly depreciated and defective.

It is still useable however and has just been rented to a new tenant for \$10. per month.

Appraisal (Structural) \$ 500

House near Net Warehouse This is a very old dilapidated house of very poor wood frame construction. The foundations are rotten. The only plumbing is a rough metal sink. This building should be destroyed and it has no market value.

It is occupied at a rent of \$5. per month.

Appraisal (for adjustment) \$ 200

White House (Yamasaki). This is a 1½ storey wood frame house on concrete wall foundation with siding walls and shingle roof. The tenant states that it was built about 9 or 10 years ago. There is no plaster, the ceilings and walls being lined with wood 1" x 6" T. and G. and v-joint partitions. The basement is level with the ground and has



Messrs. P. S. Ross & Sons  
Vancouver, B.C.

24th June, 1944

a rough patchy plank floor. The only plumbing consists of a wood sink. The tenant claims that he installed the hot water tank and connections. There are 2 chimneys but no heating plant. There are 5 rooms on the first floor and 2 small rooms in the attic. The size is 28' x 40'.

The tenant pays no rent but pays water rates and taxes. He claims to have a lease for the duration of the War with Japan, so that there may be difficulty and expense in obtaining possession.

The market value in this case is less than the structural value.

Appraisal (Structural) \$ 1,500

Shingled House This is a one storey wood frame building adjoining the white house, Size 20' x 47'. Wood shed adjoining with w.c. 20' x 12'. Shingled walls and roof never stained, trim not painted, wood foundation, no plaster, plumbing w.c. and sink, 2 bedrooms, living room and kitchen and a store room.

The house is rented for \$7. per month, so that after paying taxes on the building alone, say \$15. water rates \$30., insurance \$3., maintenance \$25., there is only a yearly surplus of \$11.

The Municipal Clerk informed me that the standard charge for water rates is \$30. per year per family regardless of the amount of plumbing.

The market value is less than the structural value.

Appraisal (Structural) \$ 600

Assessment of Buildings \$12,320.

The amount of this is high, probably because the assessment of the Wharf and the wharf buildings has not been revised. An Assessor is justified in assessing a building as long as it is left standing and some use is made of it, even if it is in bad condition.

The taxes for the current year are \$264.49. The rate is 22 mills and buildings are exempted to the extent of 30% of their assessed value.

#### SUMMARY OF APPRAISAL

<u>LAND</u>	including residual or salvage value of Wharf and Warehouse	\$ 7,000
<u>BUILDINGS</u>	Structural value not market value	
	Net Warehouse	\$ 1,500
	<u>Dwellings</u>	
	Brick House	500
	Old House near Net Warehouse	200
	White House	1,500
	Shingled House	<u>600</u>
	Total Structural Value	\$ <u>4,300</u>

FORWARD

\$ 7,000



Messrs. P. S. Ross & Sons  
Vancouver, B.C.

24th June, 1944

BROUGHT FORWARD

\$ 7,000

MARKET VALUE OF BUILDINGS

Net Warehouse	\$ 1,000	
Brick House	500	
Old house near Net Warehouse	nil	
White house	750	
Shingled House	250	2,500

TOTAL MARKET VALUE

\$ 9,500

I am of the opinion that the fair market value of the property as it stands, subject to existing tenancies and the circumstances mentioned above is Nine thousand five hundred dollars (\$9,500).

Yours faithfully,

"DOUGLAS W. REEVE"

DWR



Friday June 30th 1944

## WATERFRONT PROPERTY

### For Sale By Tender

By virtue of my appointment as Controller, made by the Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943), I am authorized to offer for sale by public tender the following assets, owned by

#### UNITED MARINE PRODUCTS LIMITED

Part 3.7 acres more or less of Sections 12 and 13, Block 3 North, Range 7 West, Map 773, together with the buildings situated thereon.

The property may be more particularly described as approximately 350 feet of frontage situated on the Cannery Channel of the Fraser River at Steveston, B.C. In addition to the land there is a wharf and warehouse, a net house and several small cottages.

Tenders for the purchase of the above described assets will be received by the undersigned Controller at his office up to noon (Pacific Daylight Saving Time) on the 20th day of July, 1944, upon the following terms and conditions:

- 1 Tenders must be made for the property as a whole.
- 2 A certified cheque payable to the order of the Controller for ten percent (10%) of the amount offered must accompany each tender; the balance of the tender price to be paid on acceptance by the Controller; subject to the condition that should the tenderer not fulfill the terms of his offer and the conditions of the Notice calling for tenders, his tender will be cancelled and the amount deposited by him forfeited to the Controller as liquidated damages; cheques in respect of unaccepted bids will be returned in due course.
- 3 The assets are offered for sale without any warranty whatsoever on the part of the Controller as to quantity, condition or state of repair of such assets, and while the general idea thereof may be obtained from the inventories in the office of the Controller, the sale thereof shall be made in each case subject to shortages and overages, the shortages to be at the charge of and the overages for the benefit of the successful tenderer.
- 4 The property is sold subject to existing leases and encumbrances, if any.
- 5 The purchaser and/or purchasers shall pay all transfer dues and transfer taxes, if any, payable to the Crown and all adjustments shall be made as of the date of the conveyance.
- 6 Neither the highest nor any tender will necessarily be accepted.
- 7 Each tender must be in a separate sealed envelope addressed to—

Frederick Field,  
c/o P. S. Ross & Sons,  
675 West Hastings Street,  
Vancouver, B.C.

and each envelope must be marked on the outside, "Tender—United Marine Products Limited."

Further particulars may be obtained and arrangements made with the undersigned to inspect the premises.

DATED at Vancouver, British Columbia, this 27th day of June, 1944.

FREDERICK FIELD,  
Controller,  
675 West Hastings Street,  
Vancouver, B.C.

EXHIBIT No. 1383-21

DATE 25 Oct 1948

FILED BY lpr mtherson



NELSON BROS. FISHERIES

C  
O  
P  
Y

325 Howe Street,  
Vancouver, B.C.

July 19, 1944.

Controller of Marine Products,  
Vancouver, B.C.

Dear Sirs:                    Attention P.S. Ross & Co.

In accordance with your advertisement offering for sale the property of the Marine Products Limited, at Steveston, and consisting of 3.7 acres, more or less, Sections 12 and 13, B3N/7W Map 773, together with all houses and equipment thereon.

We offer you the sum of \$9750.00 for same, and enclose herewith our certified cheque for 10% - - in the amount of \$975.00.

As we are occupants of the next property above, and intend to use this in our fishing operations, we are therefore very interested in obtaining the above property, although we believe the price we have offered is higher than the present value. However, in view of the above circumstances we have made this high offer.

Trusting to have your favourable decision, we remain,

Yours very truly,

NELSON BROS. FISHERIES LIMITED

"R. Nelson"

RN/JE

EXHIBIT No. 1383-22  
DATE 25 OCT 1948  
FILED BY J. W. McPherson



COPY

CANADA

DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN  
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. 13269

506 ROYAL BANK BLDG.

HASTINGS AND GRANVILLE

VANCOUVER, B. C.

18th March, 1946.

Messrs. P. S. Ross & Sons,  
411 Royal Bank Building,  
Vancouver, B.C.

Dear Sirs:

Re: United Marine Products Limited.

We received from the Department of Labour certain correspondence and declarations signed by:

Yasaemon HIKIDA  
Ukiyoshi YASUI  
Kiichiro SHIRAKAWA  
Gihyoe TAKAHASHI

in regard to the division of the proceeds of the sale of property owned by the above company.

Our file does not indicate that this information was asked for by this office and we assume that it will be information that you will require and which you may have requested.

We are enclosing correspondence herein.

Yours truly,

"F. G. Shears"

F. G. Shears,  
Director.

FGS/PMH

encl.

EXHIBIT No. 1383-23  
DATE 25 Oct 1948  
FILED BY EW muperson.





COPY

Canada

DEPARTMENT OF LABOUR  
Japanese Division

360 Homer Street

VANCOUVER, B.C.



27th February 1946.

Attention: Mr. F. G. Shears

Department of the Secretary of State,  
Office of the Custodian,  
506 Royal Bank Bldg.,  
VANCOUVER, B.C.

Dear Sir,

Re: United Marine Products Ltd.

Yasaemon HIKIDA	#03409
Ukiyoshi YASUI	#03448
Kiichiro SHIRAKAWA	#03401
<u>Gihyoe TAKAHASHI</u>	<u>#05569</u>

We enclose herewith five statements which the above-named persons have handed to our Lethbridge Welfare Officer with the request that when funds are available cheques be forwarded to these men for the amounts to which they are entitled.

Yours truly,

"M.L. Brown"

M. L. Brown,  
Office Manager.

MMS/GM  
Enc.



COPY



Office of Custodian  
Japanese Section  
Vancouver B.C.

We, Undersigned, Yazaemon Hikida Reg No 03409 and Kiichiro, Shirakawa Reg No 03401, hereby, authorize and request the Custodian in Vancouver B.C. that the netproceed of the properties owned by the United Marine Products on Section 12 , 13, Block 3, north Range 7 West, as shown letter "L" on sketch No 5021. District of New Westminster . be divided as follows, and the cheques be forwarded to each persons separately,

Gihyoe Takahashi RegNo 05569 50%  
Lemen Creek B.C.

Yazayemon Hikida Reg No 03409 35%  
c/o Martin Jensen  
Picture Butte , Alta

Kiichiro Shirakawa Reg No 03401. 10%  
c/o Searle Farm  
East Selkirk, Man.

Ukiyoshi Yasui Reg No 03448. 5%  
Reymond, Alta.

"Witness  
"A. Wright"

"Commissioner  
for Oths in Alberta"

Feb. 21st 1946  
at Lethbridge, Alta.

"Gihyoe Takahashi  
Reg No 05569"

UNITED MARINE PRODUCTS, LTD.

Per "Yazayemon Hikida"  
"Reg No 03409"

"Witness  
(Illegible )  
Manager Searle Farms,  
East Selkirk, Man "

"W. L. Jones  
Commissioner for oaths for  
Alberta "

UNITED MARINE PRODUCTS, LTD.

Per "K. Shirakawa"

"Ukiyoshi Yasui  
Reg No 03448"





Statement.

1. United Marine Products Ltd own,-

- a. Whole ground of 3acres more or less section 12 & 13. Blk 3.  
North Range 7 West, as shown Letter "L" on sketch No 5021.  
District of New Westminster.
- b. Old Brick Plant. ("F" in attached sketch)
- c. Dwelling house. ("D" " " " )
- d. Brick House (C " " " )
- e. 2 Garage ("I" " " " )

2. Gihyoe Takahashi Reg No 05569, own,-

- a. Unpainted 5 room bungalow ("A" in attached sketch)
- b. Net House 40 x 80 ("E" " " " )
- c. Deck & Net rack 42 x 90 ("G I" " " " )
- d. Deck & Net Rack 60 x 80 ("G 2" " " " )
- e. 9- Bluestone Tank.

note. United Marine Products charge \$50.00 per year for the ground rental on Net House & Bungalow, for the year of 1942, 1943 and 1944. Total \$150.00

3. Toshio Yamasaki Register No own,-

- 1- 6 room white painted House.

note- United Marine Products charge ground rental for this house \$35.00 per year, for the year of 1939, 1940, 1941, 1942, 1943 and 1944. Total - \$210.00

Rental of every houses, if any, to be added to the owners.

witnessed and approved by

UNITED MARINE PRODUCTS, LTD.

"Witness

A. Wright - this 21st day of February, 1946  
Com. for Oaths at Picture Butte, Alberta.  
in Alberta."

per "Yazaemon Hikida"

UNITED MARINE PRODUCTS, LTD.

per "K. Shirakawa"

"Gihyoe Takahashi  
Reg No 05569"

" (Illegible) "  
"Manager Searle Farms  
East Selkirk, Man."

"Ukiyoshi Yasui"

"W.L. Jones  
Com. for oaths for Alberta"



COPY





**JOHNSON, REEVE AND WATSON**  
ESTATE AGENTS  
VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES  
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

BANK OF NOVA SCOTIA BUILDING  
602 WEST HASTINGS STREET  
VANCOUVER, B.C.

Qualifications of Witness

Douglas W. Reeve, F.R.I.C.S.

Occupation: Chartered Surveyor, Valuer,  
Real Estate Agent and Building Inspector

Length of  
Experience: 44 years in Vancouver

Scope of  
Experience: Vancouver City and surrounding suburban Municipa-  
lities.  
New Westminster  
Victoria and Vancouver Island.

Farm land valuations in:-

Sea Island }  
Lulu Island } Richmond Municipality.

Ladner (Delta Municipality)  
Chilliwack and Hope  
Surrey  
Sumas  
Vancouver Island  
Patricia Bay  
Cassidy  
Nanaimo

Sub-division appraisals

Vancouver  
Burnaby

Water Frontage appraisals

Vancouver  
Victoria  
Nanaimo  
North Vancouver (Assessment 10 miles)  
North Arm Fraser River

Industrial appraisals

War Assets Corporation  
Canadian National Railway  
Canadian Pacific Railway

Memberships: Royal Institution of Chartered Surveyors  
(Fellow by examination and approved experience)

Vancouver Real Estate Board  
(Past President and long term member of  
Valuation Committee).

Society of Residential Appraisers  
(Senior Member).

EXHIBIT No. 1383-24  
DATE 26 Oct 1948  
FILED BY J.W. McPherson



**JOHNSON, REEVE AND WATSON**  
ESTATE AGENTS  
VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES  
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

BANK OF NOVA SCOTIA BUILDING  
602 WEST HASTINGS STREET  
VANCOUVER, B.C.

- 2 -

Qualifications of Witness

Douglas W. Reeve, F.R.I.C.S.

Appointments: Appraiser for Mortgage purposes:-  
Confederation Life Association  
Crown Life Insurance Co.  
Occidental Life Insurance Co.  
Equitable Life of New York.

Appraisals made  
regularly for: Canadian Pacific Railway Co.  
Canadian National Railways  
Royal Trust Company  
City of Vancouver

Also for: Toronto General Trusts Corp'n.  
Department of Veterans' Affairs  
Custodian (Secretary of State)  
War Assets Corporation  
and others.



JOHNSON, REEVE and WATSON  
Estate Agents

602 West Hastings Street,  
Vancouver, B. C.

24th June, 1944.

Messrs. P.S. Ross & Sons,  
675 West Hastings Street,  
Vancouver, B. C.

Your file No. 295-178  
Custodian file No. 13269

EXHIBIT No. 1383-25  
DATE 26 Oct 1948  
FILED BY J. W. McPherson

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re United Marine Products, Limited  
Part 3.7 acres more or less of Sections  
12 and 13 Block 3 North Range 7 West  
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24th June, 1944.

Messrs. P.S. Ross & Sons,  
Vancouver, B. C.

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#### Appraisal

Frontage 350 feet at \$20.      - - \$7,000

### BUILDINGS

Wharf and Warehouse The wharf proper is approximately 134 feet long, 109 feet wide at the South end and 116 feet wide, North half. North of this is a platform and driveway of triangular shape. The main warehouse is 42' x 114' with a lean-to addition of the same size. There is a small building at the North East corner 10' x 22'.

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24th June, 1944

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24th June, 1944.

Messrs. P. S. Ross & Sons,  
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#### SUMMARY OF APPRAISAL

<u>LAND</u>	including residual or salvage value of Wharf and Warehouse	\$7,000
<u>BUILDINGS</u>	Structural value not market value	
	Net Warehouse	\$1,500
	<u>Dwellings</u>	
	Brick House	500
	Old House near Net Warehouse	200
	White House	1,500
	Shingled House	<u>600</u>
Total Structural Value		\$ 4,300

FORWARD

\$ 7,000



COPY

JOHNSON, REEVE and WATSON

24th June, 1944.

Messrs. P. S. Ross & Sons,  
Vancouver, B.C.

BROUGHT FORWARD

\$7,000

MARKET VALUE OF BUILDINGS

Net Warehouse	\$1,000	
Brick House	500	
Old House near Net		
Warehouse	nil	
White House	750	
Shingled House	<u>250</u>	<u>\$2,500</u>

TOTAL MARKET VALUE

\$ 9,500

I am of the opinion that the fair market value of the property as it stands, subject to existing tenancies and the circumstances mentioned above is Nine thousand five hundred dollars (\$9,500).

Yours faithfully,

"Douglas W. Reeve"

DWR



June 1944.

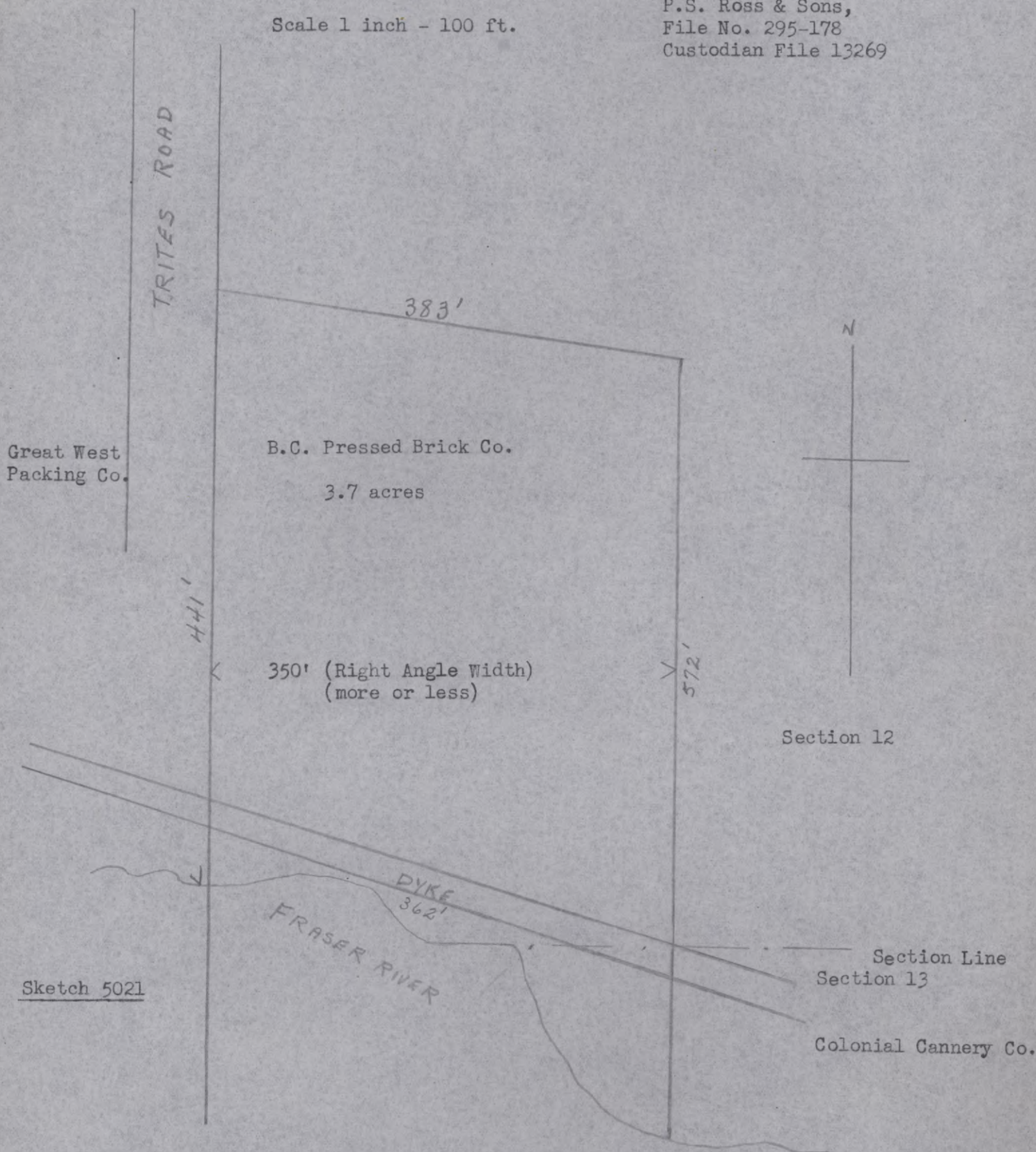
Sketch Plan of Property at Steveston

re United Marine Products Ltd.

3.7 acres more or less of Sections 12 and 13  
Block 3 North, Range 7 West, Map 773

Scale 1 inch - 100 ft.

P.S. Ross & Sons,  
File No. 295-178  
Custodian File 13269



Plotted from Blue Print of Survey  
made by E.A. Cleveland  
August 12th, 1909

Survey shows dimensions as follows:-  
North boundary 5.80-1/3 chains  
East " 8.66 1/2 "  
South along dyke 5.48 1/4 "  
West boundary 6.68 "



EXHIBIT NO. 1383-26  
DATE 26 Oct 1948  
FILED BY J. W. Phipson



# *Sutton, Braidwood & Morris*

SUCCESSORS TO

*Reid, Wallbridge, Gibson, Sutton & Braidwood*

*Barristers and Solicitors*

W. A. SUTTON      D. T. BRAIDWOOD  
C. E. MORRIS  
O. J. HALL      D. A. SUTTON

Telephone: Pacific 3464  
Cable Address "Boufbridge"

~~Vancouver Building~~

~~525 Japanese Street~~

*Vancouver, B.C.*

506 Royal Bank  
Building,

4th November 1949.

Hon. Mr. Justice Bird,  
The Court House,  
Vancouver, B.C.

EXHIBIT No. 1983-29

DATE Nov. 7/49

FILED in ? Braidwood.

Dear Sir,

Japanese Property Claims Commission  
Case No. 1383 - United Marine Products Ltd.

All the claimant's evidence in the above case has been presented and the Government's witnesses have been heard. In view of the evidence submitted, both Counsel have come to the conclusion that sufficient evidence has been heard to justify recommendation for some compensation to the claimant.

*Piling value \$1000*  
The properties were appraised respectively by Mr. Reeve for the Crown and Mr. Hewer for the Claimant. In Mr. Reeve's appraisal he did not place any value on the piling under the wharf on the property, or upon the net racks. It appears obvious to Counsel that the piling was there at the time of sale and a considerable portion thereof had value, the same now being used by the purchaser of the property as support for the construction of a new wharf and new warehouse thereon. Mr. Hewer placed a value of \$2,000.00 on the piling as at the date of sale. For purposes of determination of this matter, Counsel have agreed that the said piling should have carried a value of \$1,000.00 in estimating the fair market value.

*2 net racks \$400-*  
There was also situate on the property at the time of sale, two net racks which are not mentioned in Mr. Reeve's appraisal. The existence of these net racks has been confirmed. Mr. Hewer placed a value thereon of \$800.00 and Counsel have agreed that one-half of that value should be allowed.

*net house value \$1000-*  
The property was divided into the wharf property on one side of the dyke and a piece of land on the other side of the dyke on which a number of houses were situated. On the wharf side of the dyke there was situated a net house. Both appraisers are agreed that the structural value of the net house was \$1,500.00. Mr. Hewer was of the opinion that this net house should carry its full structural value. Mr. Reeve, however, considered that its market value would be \$1,000.00. In view of the adjustment with regard to the wharf and the net racks, Counsel have agreed to accept Mr. Reeve's valuation on the net house.

Concerning the property situated across the dyke from the wharf, it would appear that the appraisers are agreed as to the structural value of the houses thereon. In the case of the brick house, both appraisers gave the full structural value, but with respect to the other two houses, Mr. Reeve reduced the structural value in arriving at market value. Counsel are agreed that Mr. Reeve apparently made this reduction having in mind the market value of such houses if the same were required to be removed. He had been advised that these



Hon. Mr. Justice Bird

4.10.49

two houses were acknowledged by the Company to have been built by two members of the Company. In view of the sale of the property as a unit and the value of these houses to any fishing company acquiring the lands and premises, Counsel agree that these houses should carry their full structural value.

Accordingly, Counsel are of the opinion that the fair market value of this property at the date of sale was \$12,000.00 which said amount is made up as follows:

Land	\$ 7,000.00
Piling	1,000.00
Net racks	400.00
Net house	1,000.00
White house	1,500.00
Brick house	500.00
Brown house	600.00

Total \$12,000.00

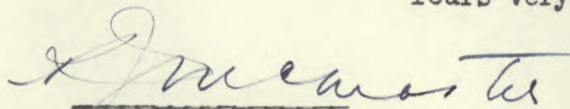
Yamasaki  
10500

Accordingly, there should be an award to the Company, in our opinion, of the sum of \$2250.00. ~~1500~~

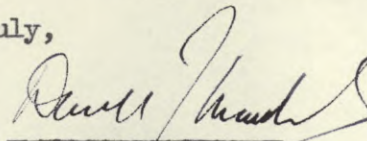
It should be noted with a view to arriving at these conclusions it is understood that the claims of G. Takahashi, Case No. 79 and of Yamasaki, Case No. 591, insofar as they relate to property ~~situated on~~ the property owned by the Company, shall be withdrawn. Takahashi had built the brown house and the net house, and Yamasaki had built the white house. Also, in arriving at the settlement, Counsel for Takahashi and the United Marine Products Limited agreed that there should be no award with respect to the claim relating to certain fish elevators and equipment and certain bluestone tanks alleged by the claimant to have been left on the property. It is also understood between Counsel that the award will be distributed in the manner agreed upon by the shareholders.

It is understood that the proposed settlement herein is without prejudice to either party pending approval thereof by the Commissioner.

Yours very truly,



R.J. McMaster  
Claimant's Counsel.



D.T. Braidwood  
Government Counsel.



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Telephone: Pacific 3464  
Cable Address "Boufridge"

*Yorkshire Building  
525 Seymour Street  
Vancouver, B. C.*

March 25th 1950.

Miss White,  
Secretary,  
Japanese Claims Commission,  
Court House,  
Vancouver, B. C.

Dear Miss White:

Re: Case No. 1383

I note that in the above case Counsel filed a joint submission, and in the last paragraph of the transcript which I have, His Lordship indicated he would examine the file in reference to the joint submission and advise me. Will you please examine the file and see if His Lordship has made a decision.

My understanding of the matter is that there would be a special award in lieu of the over all of \$2250, less \$750.00 of this award to be paid from this case into case No. 591 as an arrangement to compensate for Yamashita's house on the United Marine Products land.

I have a note that His Lordship presumably made this latter decision on 20th January last.

Yours very truly,

*D. T. Braidwood*  
*Per M*

DTB/MS