Name of Claimant RIVER FISH CO., Case 954.-C

Custodian File 8837

REAL PROPERTY											
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		3103.29									1046.71

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	
1500	375.00							375.00

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

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
220.50	127.00	38.10	55.59%	163.50 2000.00	1246.13	1535	184.20	1468.43

TOTAL RECOMMENDATION	2890.14

Vancouver, B. C.,

November 9th, 1949.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. BRAIDWOOD: This particular case was the one in which Mr. Harvey P. Wyness was called as a witness by the commission. It involved the question of certain buildings which were owned by the River Fish Company Limited, allegedly, but were on the property of one Bowditch, in which an estate matter was involved, and subsequently a sale to the Goss interests, one of the fishing companies, and also some of the buildings were on land of the Municipality of Richmond. You will recall that the Government purported to make a sale to Goss of certain chattels, and there was before your lordship an uncompleted agreement of sale which referred to the transferrence of these chattels and the equity of the claimants in the building. There was considerable evidence, one way and another, as to whether that agreement was ever implemented. I believe it bore only Goss' signature, isn't that right?

MR. McMASTER: That is correct.

MR. BRAIDWOOD: And your lordship directed that Mr. Wyness, who was the solicitor involved, for the claimants, at one stage, and had a power of attorney for the company--Mr. Wyness was called, and gave evidence one morning, some months ago, before your lordship, and that, I think, is the

background of this case.

THE COMMISSIONER: Yes. It was discussed on the 13th and later on the 20th June, when Mr. Wyness was called.

MR. BRAIDWOOD: Now, my learned friend and I have met and gone over the complete files, to see what could be done about it, and we have come to a mutual submission, which I will now present to your lordship.

"Counsel have agreed . . . . .fixing his claim at $29,00[illegible].00."

THE COMMISSIONER: What does that mean?

MR. McMASTER: The cost of the buildings considerably exceeded $2900.00, and were fairly recent buildings, and in arriving at the value, $2900.00, he stated he had taken into consideration the fact they would require to be removed from the premises.

THE COMMISSIONER: I see.

MR. BRAIDWOOD: "In the ordinary course of events, these buildings would fall into the category of lost chattels."

THE COMMISSIONER: Were they movable; were they on skids, or anything?

MR. BRAIDWOOD: No, but there was evidence of an agreement that they could remove them, and they weren't, I don't think, on a cement foundation, or anything. They could be transported off the land.

"However, in view of the uncertainty referred

to . . . . .in the event of the Commissioner not approving same."

That is our submission.

THE COMMISSIONER: Have you yet debated the question of adjustment, or a common recommendation on the real property, automobiles and chattels?

MR. McMASTER: Yes, we have agreed to the application of the overall formula, my lord.

THE COMMISSIONER: Have you applied the overall formula?

MR. McMASTER: I have, on my form, my lord. The real property, situate in Richmond, was sold to the V.L.A. and I have assumed the 80 per cent. would apply.

THE COMMISSIONER: How much money is involved?

MR. McMASTER: The portion that went to the River Fish Company is $3,103.29. I say that because they had, on their property, buildings belonging to certain people, which they acknowledged to be the property of those individuals, and the Custodian, in fact, paid those individuals a portion of the sale price, and they have made their individual claims.

THE COMMISSIONER: But on the V.L.A. deal, the River Fish Company would be entitled to receivex $3100.00.

MR. McMASTER: Yes, they did, in fact, receive $3103.29. 80 per cent. of that would be $2,482.63. The automobiles were sold for $1500.00.

THE COMMISSIONER: How many were there?

MR. McMASTER: 3 or 4, my lord. I am not sure at the moment.

MR. BRAIDWOOD: Three.

MR. McMASTER: That is correct.

THE COMMISSIONER: And they were sold for how much?

MR. McMASTER: $1500.00. 25 per cent. of that would be $375.00. Certain chattels were sold, and my recollection the claimed value was $220.50, and the sale price was $127.00. There would be a 30 per cent. recovery on the sale price of $38.10. That gives a ratio of 57.59 per cent.

THE COMMISSIONER: Taking into account cars and chattels?

MR. McMASTER: No, just the chattels. That is, taking the auction sale against the claimed value gives a ratio of 57.59 per cent.

MR. BRAIDWOOD: Certain goods were found to be lost, claimed at $163.80, to which it is now proposed to add $2,000.00 for these buildings, and that makes a total of $2,163.80 in the Lost column. The recovery would be 57.59 per cent. or $1,246.13.

THE COMMISSIONER: The land that you first mentioned is quite independent of buildings?

MR. BRAIDWOOD: Yes.

THE COMMISSIONER: Yes.

MR. McMASTER: Then there was equipment sold by tender, $1535.00, on which there is a 12 per cent. recovery, which is $184.20. The total recovery would be $4,326.06.

MR. BRAIDWOOD: The original claim, for your information, sir, was a little over $9800.00.

THE COMMISSIONER: In relation to the buildings, Mr. Braidwood, you are accepting the Claimant's

valuation of them, are you, based on the assumption that he could move them?

MR. McMASTER: No. We have compromised those to $2,000.00, from $2,900.00.

MR. BRAIDWOOD: Yes. His figure would be $2,900.00, and we are accepting only $2,000.00.

THE COMMISSIONER: On theRichmond settlement, were the V.L.A. sales in Richmond as high as the 80 per cent.?

MR. McMASTER: The average in Richmond was 73per cent., as I recall.

THE COMMISSIONER: Shouldn't then the percentage applicable here be 73 per cent., rather than 80 per cent.?

MR. BRAIDWOOD: It will be, eventually, when my learned friend gives you the schedule.

MR. McMASTER: The reason I put this in at 80 per cent. was because I haven't had an appraisal made of this property. It was in the corporation group, and I had the others done, but hadn't done this, and I didn't want to undertake the expense, if it could be avoided.

THE COMMISSIONER: There is a difference of only 7 per cent. Can I justify that in terms of the fact that all Richmond showed only 73 per cent.

MR. McMASTER: There will be differences in Richmond, my lord, on the distribution, I think. That is, there will be some above the 73 per cent., and some below the 73 per cent.

THE COMMISSIONER: Most of Richmond was agricultural.

MR. McMASTER: That is correct.

THE COMMISSIONER: This wasn't strictly agricultural.

MR. McMASTER: No. It had certain industrial value as well.

THE COMMISSIONER: Wasn't this one of the properties the Custodian had a great deal of difficulty selling?

MR. McMASTER: I don't think so, my lord.

MR. BRAIDWOOD: No, my lord.

THE COMMISSIONER: It was that fish-packing family, Gosse, that bought it?

MR. McMASTER: Yes.

MR. BRAIDWOOD: I think my learned friend will have to meet this problem eventually; that is, overall, in Richmond, will be 80 per cent., and if he gives 80 per cent. to this man, some other man may have to suffer on the general overall.

THE COMMISSIONER: Well, on the face of it, this quasi-industrial property should carry a greater valuation than the agricultural.

MR. BRAIDWOOD: Yes.

MR. McMASTER: A good portion of this was agricultural, but it had a commercial value as well. It seems to me the 80 per cent., without having an actual appraisal made, was reasonable to apply.

THE COMMISSIONER: Then again, on the buildings, they were able to use them right where they stood. They didn't have to move them.

MR. McMASTER: Which buildings, my lord?

THE COMMISSIONER: These buildings on this land,-- no, that was on other land. That was not on

the land Gosse bought.

MR. McMASTER: No, my lord.

THE COMMISSIONER: The V.L.A. purchased this, and the V.L.A. got the buildings, did they?

MR. McMASTER: Yes, my lord. I think the buildings on this land were primarily dwellings. In other words, this land, as I understand it, was adjacent to the land they leased, and had a store house, and so on, on, which are the buildings we are dealing with, and on this land adjacent to the land here, were situated a number of houses which were owned actually by individuals.

THE COMMISSIONER: And those houses were taken over by the V.L.A.?

MR. McMASTER: Yes, together with this land.

THE COMMISSIONER: Then haven't the people already been paid for them. Why should there be an allowance of $1246.00.

MR. McMASTER: You are referring to the buildings on the land Gosse bought, are you?

THE COMMISSIONER: I presume so. That is the buildings for which an allowance is made in your set-up of $1246.13?

MR. McMASTER: That is correct. Those were the buildings of the company, and were situated on leased land. In addition to those buildings, the company owned, adjacent land was sold to the V.L.A.

THE COMMISSIONER: Then these buildings actually went to Gosse?

MR. McMASTER: Yes.

THE COMMISSIONER: And he had to make his own deal with the owner of the land.

MR. McMASTER: That part of it is very much in the air. Our submission was they belonged to us, that they were actually transferred to us, and no consideration was taken for them.

THE COMMISSIONER: How did you arrive at the value, again, in regard to the buildings?

MR. McMASTER: We are treating them as chattels, reducing the claimant's value from $2900.00 to $2000.00 and applying the ratio.

THE COMMISSIONER: As a result of which he gets buildings which, for the sake of argument, you are agreeing on, at $2,000.00, or rather you are agreeing, for the sake of agreement, are worth $2,000.00.

MR. McMASTER: Yes.

THE COMMISSIONER: And you are getting some $4,326.00?

MR. McMASTER: A little less than that, because there are a few lost goods in there, but roughly, yes.

THE COMMISSIONER: I do not think I would have been at all likely to have reached any different conclusion, in view of this picture. I take it your recommendation wouldn't have been made, Mr. Braidwood, if you hadn't felt that yourself?

MR. BRAIDWOOD: If we felt our position was tenable on the other grounds.

THE COMMISSIONER: Very well. The net result is that approval is given to this matter of a claim of $9800.00 for a recommendation of $4,326.06.

(CONCLUDED)

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

Deputy Official Stenographer

Vancouver, B. C.,

June 20th, 1949. 10:00 A.M.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

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

R.F. McMASTER, Esq., appearing for the Claimant.

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MR. BRAIDWOOD: Your Lordship will recall that in Case No. 954-C, the River Fish Company, Limited, my friend, Mr. McMaster, and I were discussing this with you a few days ago.

The qestion that arose here was the sale of some buildings which were on property belonging to a party named Bowditch and the Municipality of Richmond, and my friend and I were having some differences of opinion as to whether or not the sale of certain chattels by a bill of sale to some people in Seattle, included the sale of these buildings, and whether the buildings went over with that chattel sale under the amount of money received from the chattels. That is the only question in issue here.

THE COMMISSIONER: Was that a sale by the Custodian?

MR. BRAIDWOOD: Yes, that was a sale by the Custodian, and there is one other question in issue, too, and that is whether or not the claimant company had the right to remove the buildings, or to be compensated in the alternative.

That was in an original lease arrangement with the owners of the property, and as your Lordship

will remember the other day I took the position on behalf of the Crown that in my opinion the rights of remuneration or removal had ceased after the first lease. I think that will come up.

Your Lordship will recall that as a result of the confusion that your Lordship directed that he would like to hear from Mr. Wyness, who was one of the solicitors involved on behalf of the company. I told Mr. Wyness that your Lordship would like him to attend today, and he is here with his files. I imagine the Crown has no questions as such to ask of him, but your Lordship may indicate what course the questioning should take.

THE COMMISSIONER: You may treat Mr. Wyness as a witness called by myself, and both counsel will be free to cross-examine him, if they desire.

MR. BRAIDWOOD: Thank you, my lord.

HARVEY PHIN WYNESS, being first duly sworn, testified as follows:

THE COMMISSIONER: Will you open, Mr. Braidwood?

MR. BRAIDWOOD: Yes, my lord.

EXAMINED BY MR. BRAIDWOOD:

Q Mr. Wyness, I understand that you were the solicitor for the River Fish Company Limited, is that correct?

A That is correct.

Q And that was a company owned and controlled by Japanese shareholders?

A That is so. I believe many of them were the holders of naturalization certificates.

Q As a result of your association with the Company, I also understand you had occasion to enter into certain arrangements with the Custodian and his representative, regarding his disposition of the company-owned property?

A Yes, I had something to do with that.

THE COMMISSIONER: Could we get the date that Mr. Wyness was originally retained by the Company?

MR. BRAIDWOOD: Q: Yes. When were you first retained by this company, Mr. Wyness?

A I had been acting for the company for quite a number of years. Since 1931.

THE COMMISSIONER: Q: Then you continued to act as the company's solicitor, up until the time the Custodian took over?

A Yes, there was a retainer. I was acting for them, without interruption, until the Custodian took over.

THE COMMISSIONER: Yes.

MR. BRAIDWOOD: Q: P.S. Ross & Sons took over?

A I believe P.S. Ross & Sons took over, yes.

Q And when it became apparent that the Japanese-held companies were to be taken over by the Custodian, or his representative, did you take any instruction from the Japanese shareholders of this company?

A I took all my instructions from the president of the company, Mr. G. Otsu, and I prepared the minutes of the Annual Meeting of the shareholders of the Company as of the 22nd of February, 1943, and those were followed by minutes of directors of the same date, in which Mr. Otsu was appointed president.

That is the last record I have of acting with respect to the annual general meeting, so that the company would be in good standing.

Q Did you ever receive a power of attorney from the company?

A Yes. I have that. If you will give me the date, it will facilitate my finding it, if you have it. I have rather an expensive file here. It would be just about the time that the Japanese left the Coastal area. It wasn't a formal power of attorney. Here it is, May 22nd, 1942.

THE COMMISSIONER: Q: Is it quite short?

A It is quite short.

Q Have you a copy of it? If not, you can read it into the record, if you want, Mr. Wyness.

A Yes, thank you. I don't think I have a copy.

MR. BRAIDWOOD: I think, perhaps, my lord, we might have it read in, at least the operative parts of it, at any rate. It is dated May 22nd, 1942, my lord.

THE WITNESS: That was followed by a --

THE COMMISSIONER: Would you read it into the record, Mr. Wyness?

H.P. Wyness,
In Chief.

A Yes.

"May 22nd, 1942.

"H.P. Wyness, Esq.,
Barrister & Solicitor,
1114 Dominion Bank Bldg.,
207 West Hastings Street,
Vancouver, B. C.

"Dear Sir:

"Re: River Fish Co. Ltd. premises at Steveston, B.C.

You are authorized to enter into negotiations with F. A. Gosse or his representatives to grant an extension of a lease of the premises at Steveston, B.C. including the warehouse, wharf, store and garage for a period expiring on the 15th day of January in the year after the conclusion of peace between the Empire of Japan and the Dominion of Canada and the other British Dominions and to affix the seal of the company to such lease or its extension. This is of course contingent upon the necessary extension being obtained from J.P. Bowditch of the lease existing between the company and him being extended to one year after the conclusion of peace.

You are authorized, without reference to the company to use your best judgment in entering into arrangements for the leasing or sub-leasing of the said buildings and premises, without being responsible except for gross negligence.

At a meeting of our company it was

unanimously resolved that you be appointed ageneral trustee to represent the company with reference to its property and affairs in all respects as if you were the managing director of the company during the absence from the Coast area of the officers of the company, and this shall be taken as full and complete authority to you to represent the company in all respects without limitation or reference to us during the period that the officers of the company are absent, from the coast area. Your accounting will be limited to the amount of money received and disbursed by you and you will not be held responsible for the care or protection of the buildings and their contents.

You have authority without personally acting to employ some person to act for you without being responsible for the acts of such person provided that your actions throughout are done with honesty and good faith.

This letter of authority shall be taken as a power of attorney if desired and there shall be included as if expressed herein the powers usually expressed in a general power of attorney.

Given under the seal of the company this day of May, A.D. 1942.

"Genji Otsu"
President.
"U. Sakamoto"
Director."

And it bears the seal of the River Fish Company Limited.

MR. BRAIDWOOD: Q: Did you in fact treat that as a power of attorney, Mr. Wyness?

A I did, on one occasion. I just considered that that was more or less a full retainer. I would use it, if I had to, and I wouldn't use it unless I thought it was very necessary to do so.

Q This lease which you have referred to, there already had been a lease on the 15th of January, 1942? A: Yes.

Q And this document called on you to extend it, if and when the time came to do so?

A That is so. There were some difficulties in connection with that. Mr. Bowditch, was quite an elderly man, and quite irascible, and not easy to get along with. He had made up his mind he wasn't going to extend the lease, and a contest arose as to whether or not the lease could be extended.

Mr. MacDougall, of MacDougall & Morrison, was acting for Gosse, I was acting for the River Fish Company, and I don't think that Mr. Bowditch was represented actively at that time, although his solicitors were Walsh, Bull & Company, and as a result there was a document -- I don't think I have it -- I think it was given to Mr. Morrison, and that document was a lease. I am relying on memory now, and it may not be accurate, but my recollection is

it was a form of lease which had been signed by Mr. Bowditch, and recited in some way the previous lease, therefore I took the inference he had by approving this form of lease agreed to be bound, and as a result of that I think there was subsequently a lease entered into by Mr. Bowditch through his solicitors, Walsh, Bull & Company.

What made it difficult at that time was that while these negotiations were just concluding, Mr. Bowditch unfortunately died.

Q And the estate came into the picture?

A The estate came into the picture, through a man named Isted, who was the executive.

Q The original Bowditch lease to the River Fish Company was several years before this?

A Yes, it was.

Q And the first lease contained a right of removal, or compensation, in the alternative, I believe?

A I am not sure. I would have to see the lease, to be sure of that.

Q Perhaps my friend will produce that for you.

A If he will let me see it, I am sure I could identify it.

Q Do you know anything about it, in the course of negotiations for renewals of the original lease, with Bowditch and the River Fish Company?

A This file is rather extensive, and it may take me a minute or two to find it.

I think this is the story, that the River Fish Company, Limited, intended to give a bill of sale direct, and a lease from Bowditch to Gosse, approved by the River Fish Company in February of 1943. Well then, subsequently the terms were not satisfactory to the Directors of the River Fish Company. They felt the price offered wasn't sufficient, and they then refused to carry through with that, and the result was that the Custodian completed the document, virtually along the lines that had been agreed to, except for price.

Q Actually, you drew those documents?

A I think I did.

Q Exhibit 15 shows your firm on the back of it?

A Very likely. It was re-drawn, two or three times.

Q I am showing you, Mr. Wyness, Exhibit 15 in this inquiry?

A Oh yes.

Q Which is a partially executed bill of sale?

A Well, that was subsequent to the time of which I am speaking. Would you like me to lead up to this?

Q Yes; will you, please?

A I have here a draft which was subsequently re-drawn on May 29th, 1943. It is interesting, because it sets out in the form of recitals the situation that existed at that time. Would you care to look at that? I have a copy, so that

you can both have a copy of it.

THE COMMISSIONER: Q: In any case, the Custodian completed the deal?

A The Custodian completed the deal.

Q Which the River Fish Company refused to complete?

A I think that is the fact.

MR. BRAIDWOOD: This document purports to do exactly what Mr.Wyness has said, my lord. I don't know whether it would be useful to have it either read in or put in.

THE COMMISSIONER: Q: What is the general effect of it?

A The general effect of it is a recital of the facts that there was a lease in writing dated January 1st, 1934, from Bowditch to the River Fish Company of a wharf and warehouse situated on certain described premises and which included a storehouse and office building; and then from 1934 on it was renewed from time to time , the last renewal date being the 1st of January, 1939, and that extended the term until the 1st of January, 1943.

Then there was a sub-lease dated the 15th of January, 1942 from the River Fish Company to Gosse of the wharf approach and the wharf on Lot 1, and this property leased consisted of a wharf approach, the wharf itself, the main fish house on the right side of the face of the dock and a warehouse on the left side of the face of the dock known as "fish

egg house", and excluded the store, garage and warehouse opposite the garage.

Then specifically on the 24th of August, 1942, the store, garage and warehouse, were by implication included in the sub-lease. Apparently they were used and it wasn't objected to.

Then the Corporation of the District and Township of Richmond granted to the River Fish Company certain easements and rights with respect to the public highway on which that portion of the building had been erected.

I think probably the fact was in the very early days out there the buildings were erected possibly with reference to the river, and not too much attention was paid to the public street, and apparently one of the buildings encroached on the public highway. However, while this was under consideration in February of 1943, an easement was obtained from the Township of Richmond so that if it had been necessary for them to use it as a highway they could have done so, but apparently it wasn't necessary, and they left it as it was, but gave an easement.

So this document then took the place of the previous lease, which had been granted apparently by Mr. Bowditch in 1942 while the other lease was still on. That is, the lease expired in January of 1943, but in 1942 Mr. Bowditch had been dealing direct with Gosse, or the River Fish

Company had been dealing direct with Gosse, and Bowditch, by approving that, had impliedly given his consent. That was the position.

MR. BRAIDWOOD: That leads up, logically, on that draft and re-draft to this document Exhibit 15 as another part of your negotiations?

A Yes, there was another part of the negotiations, relating to a bill of sale of the chattels.

MR. McMASTER: Did I understand, my lord, that the witness has two copies of this draft?

THE WITNESS: Yes, I have. I might put one in.

MR. McMASTER Yes, if we could file one of these.

THE WITNESS: I had better file the one with my notations in it.

THE COMMISSIONER: Very well.

MR. BRAIDWOOD: That will be Exhibit 17.

(DRAFT AGREEMENT MARKED EXHIBIT NO. 954C-17)

THE COMMISSIONER: Q: That is an agreement between whom?

A That is a draft of a lease from Bowditch as the lessor to the River Fish Company as a party of the second part, and F.A. Gosse of Seattle, as the sub-lessee of the third part. It was really an assignment or sub-letting, rather. I apparently have a partially executed copy of that. I didn't realize I had that.

MR. BRAIDWOOD: Q: Was it executed by Mr. Gosse?

A It was executed by Mr. Gosse.

Q That is one of our difficulties here, Mr. Wyness. We have several documents executed by

Mr. Gosse.

A I don't think that became of any value. It was a case of that it was anticipated this would all be satisfactory, you see. The documents were sent forward to Mr. Gossee. He prepared them through his solicitors, Messrs. MacDougall & Morrison, and they were to be sent to the River Fish Company for execution, but the officers of the River Fish Company objected.

Q Can you give us your opinion as to whether, in the course of the dealings with the lease there was to be any right to maintain, or right of removal or compensation as to the buildings on the leaseheld property?

A Well, that is alittle difficult to answer, because it involved the township of Richmond on the question of compensation. Since the building encroached to some extent on the public highway, they were interested. I may have that covered by a letter.

Q I am directing my question principally to the lease with Gosse.

A The lease was subsequently executed, and a bill of sale given by the Custodian to Gosse, and I think the consideration was $1400.00. That is my recollection.

Q That is correct.

THE COMMISSIONER: Q: The bill of sale covered what?

A The bill of sale covered certain chattels in

a store, which was, I think on the wharf premises out there.

Q Not the buildings?

A I don't think so. I think that the lease covered the buildings and the wharf and the approaches, and so on, and the bill of sale I think was intended to cover the stock of goods in the store, and certain eqipment on the wharf. Am I right on that?

MR. BRAIDWOOD: Q: I want to refer you to your document, Exhibit 15.

A Yes, let me see it.

Q This is an unexecuted copy of a bill of sale, drawn by yourself, and partially executed by Gosse, but not completely executed. Gosse has taken the bill of sale declaration on the other side, but this has been put in merely as an indication of negotiations, I submit, and I would like you to look at what was going to be sold in that bill of sale for $1400.00?

A Apparently from this it covered what we might call the office furniture and fixtures, sundry mess house equipment, and fixtures used on the wharf, such as flat fish trucks, and so on. Then at the bottom it would appear to include all their right, title and interest in the buildings situated on Lot 1, Block 1. Now, there may be a point there -- I would have to see.

MR. BRAIDWOOD: My friend admits that was the Bowditch

property.

MR. McMASTER: The lot is Bowditch's, yes.

MR. BRAIDWOOD: He admits it is the lot we are concerned about. I don't think there is any point arising here.

THE COMMISSIONER: Q: What it comes down to now is a bill of sale providing for transfer from the River Fish Company to Gosse, which was executed.

A No, it was never executed by the Company, my lord. It was executed by the Custodian.

THE COMMISSIONER: Oh, it was executed by the Custodian, I see.

MR. BRAIDWOOD: The point here, as I see it, my lord, on behalf of the Crown, is, we say that Mr. Wyness was acting on behalf of these people, and had a power of attorney of a sort to act and was present at the negotiations, and did draw this document which was unexecuted, but which was later executed, we submit by the Custodian.

THE WITNESS: This may be helpful. I see I have a letter from the Custodian's office dated March 17th, 1943. Shall I read this letter into the record?

THE COMMISSIONER: Q: Yes.

A "Dear Sir: Re: River Fish Co.

We are returning herewith documents in connection with the sale of the chattels of this Company to Mr. F.A. Gosse.

Mr. Otsu has refused to execute these documents, therefore, we would ask you to

kindly prepare the new set in the name of:-

'THE SECRETARY OF STATE OF CANADA, acint in his capacity as Custodian, under and by virtue of Order-in- Council, P.C. 1665, datéd March 4, 1942, as amended, hereinafter called the 'Owner',',

have
then ~~xxxxxx~~ them signed by the different parties and return them to us for the signature of the Custodian.

Yours truly,

"G.D. Milsom"
G.D. Milsom,
Administration Department."

That was March 17th, 1943.

Apparently the Custodian sent these documents to the Japanese for execution, after preparation, and after they had been agreed to by all parties, and Mr. Otsu then returned them and refused to exedute them.

THE COMMISSIONER: Q: It was then Otsu refused to execute them, is that it?

A I think so, yes. Now, here is a letter addressed

Q to me by Otsu, just prior to that. It is dated March 11th, 1943, from Minto, B. C., addressed to myself, and this is what the letter says,

"Re: River Fish Company, Limited.

By a letter dated March 2nd from the Office of the Custodian, I was informed that you had agreed to the sale of the chattels of River Fish Company and to

giving up of the wharves we have on the lease of Mr. Bowditch, for the sum of $1400.00. I regret to inform you I have turned this offer down on the ground I thought the whole transaction was in too much favour of Mr. Gosse".

Then there is a reference to the passing away of Mr. Bowditch and a request that I endeavour to collect a promissory note from Bowditch's estate, amounting to $585.46, in which the River Fish Company was a creditor. That was subsequently done.

Then he asks if we would send him copies of the agreement with National Fisheries, Gosse, Richmond Municipality, and the late J.P. Bowditch.

Then, following along, on the 30th of March, I forwarded to Messrs. MacDougall & Morrison the new documents that had been drafted, to be executed by the Secretary of State. This is my letter to MacDougall & Morrison, barristers and solicitors, Marine Building, to the attention of Mr. MacDougall, "I have now prepared and enclose herewith a bill of sale . . . executors of the estate of J.P. Bowditch, deceased."

That took the place of the previous agreement, and attached to that letter is my copy of the bill of sale and the lease agreement. Now then, strangely enough, this bill of sale doesn't contain any reference to the

building. It only covers the furniture and fixtures, the mess house equipment, and the warehouse fixtures, but it doesn't say a word about the building.

MR. BRAIDWOOD: Q: I notice what this does do, however, is in paragraph 1 to assign over to the sub-lessee any and all rights and privileges which the River Fish Company had under any agreements that they had with Bowditch.

A That is right. Gosse, I think, simply stepped into their shoes.

Q Would I not be correct in assuming, Mr. Wyness, if the River Fish Company had any rights against Bowditch, they purported to assign them by this document to Gosse, or the Custodian did, acting on their behalf?

A The Custodian did so. I think that would be so.

I see a letter that I wrote to Mr. Ottu, on the 29th of March, about this same time, in which I referred to these negotiations. I quote from this letter,

"For the last two or three months I have been carrying on negotiations with the Office of the Custodian, and I have received instructions to prepare an agreement between the estate of J.P. Bowditch, the Custodian and Mr. F.A. Gosse.

I understand from the Custodian that the documents were submitted to you and

returned and it is now evident that the Custodian intends himself to execute the necessary bill of sale and agreement. The Custodian takes the position he has enabling power under the Order-in-Council to so deal with the matter, and under the circumstances he must therefore take that responsibility. I have endeavoured to present the viewpoint of your company to the Custodian, to Mr. Gosse, and to his solicitor, Mr. MacDougall, and Mr. Gonzales" --

who was acting for the National Fisheries, I think.

"Further than that, I cannot, of course, go".

That really was my position at that time.

Q Do you know of your own knowledge whether or not any assignment every was entered into formally by the Custodian, or the Secretary of State?

A I think it was.

Q But you didn't have anything to do with it?

A No, I passed it on. It was carried through then by the Custodian, from that time on, as far as I know. That is, it was in form satisfactory to Mr. MacDougall, acting for Mr. Gosse, and it was satisfactory to the Custodian, and was executed, I think.

THE COMMISSIONER: Q: The effect of these documents,

then, was to transfer the buildings?

A I think so. I think it was.

Q At least, that is what was intended to be done?

A I think so. I think the River Fish Company expected to be away from the Coast area for some time, and Gosse, I think, insisted on having all the rights that they had. I think that was it.

MR. BRAIDWOOD: Q: In other words, Mr. Gosse wanted to step in where they were?

A Yes. The only thing was, of course, it was a sub-letting.

Q Yes, but during that period it was to be virtually complete?

A What I understood was this, my lord, that here was a lease from Bowditch to the River Fish Company which included buildings and wharf and appurtenances. The River Fish Company gave asub-lease of what they had received from Bowditch to Gosse. That would include the use of all the buildings and equipment and so on. Then they sold everything that went with that, but they had a general store there, you know, as well.

THE COMMISSIONER: Q: The River Fish Company?

A The River Fish Company, yes, and that was a separate transaction. They dealt with that separately.

MR. BRAIDWOOD: Q: Now, is it not inconsistent on the one hand to have a temporary surrender of

rights, and on the other hand, to have a full sale of chattels and equipment?

A Well, I think the bill of sale was intended to cover all the loose equipment that would otherwise disappear. That is what the bill of sale was for.

Q There is not some possibility that in fact the Bowditch estate had taken over full control again, and had actually become the lessors and that Gosse was a lessee of the Bowditch estate?

A That may have been what ultimately happened, I don't know.

MR. BRAIDWOOD: That is all, thanks. Your witness.

CROSS-EXAMINATION BY MR. McMASTER:

Q It was your intention, in any event, Mr. Wyness, that it was intended to transfer the rights that the River Fish Company had with respect to these buildings to the National Fish Company?

A During the life of the sub-lease, whatever rights the River Fish Company had would go to Gosse, and along with them would go what I call the loose chattels and the equipment that would ordinarily be found around a fish wharf.

Q Now, prior to the Custodian deciding to execute this lease, you had advised the Custodian there were differences between the National Fish Company and the River Fish Company, and had advised them not to sell, is that correct?

A I knew there were differences between the

National Fisheries, and this company, with reference to I think it was a sale of frozen fish. Am I right there?

Q That was one of the things.

A I think so. I am just going on memory, and it is seven years ago, nearly, now. I could find it in here somewhere, I think.

Q Well, in any event, you were aware that there were differences, and you recall advising the Custodian to sell the goods other than to National Fisheries?

A Oh yes. My recollection is now that the National Fisheries went into possession in some way in which they had no right to do, and this was strongly objected to by the River Fish Company officials, and I think that somebody from the National Fisheries opened up the safe of the company, or had it broken open, and I think that there was a great deal of difficulty over it, but it was finally settled. That related, I think, to the store premises.

Q Was it you who submitted to the Custodian the statement on behalf of River Fish Company at the time of the evacuation of the chattels that were left in those premises, and some values placed on them?

A Oh, I think that was done by -- I think the chattels were listed by Mr. J.D. Mather, if I recall, or by someone acting for him, or employed by him.

Q On behalf of the Custodian?

A On behalf of the Custodian.

Q And on the list that has been provided me by the Crown, Mr. Wyness, there are certain values placed on there. Do you know whether those values were placed there by officers of the company, or did you ever receive a copy of the lists?

THE COMMISSIONER: Is this list in evidence?

MR. McMASTER: I am not sure whether it has been filed, my lord. It was referred to. It was marked Exhibit "E" for identification. There is Mr. Mather's report and several lists attached to it.

THE WITNESS: I have a partial list, with valuations expressed. Would you like to look at that? You could tell if that is the list in question.

Q This appears to be a copy of the document. Do you know who placed those values on there?

A I think they were placed on there by the company.

Q By the officers of the company?

A By the officers of the company. I recall that Mr. Mather seemed to think that some of these values were pretty high.

Q Do you know whether thosewere the book values that appeared in the books?

A I don't know. I was never consulted with reference to them.

THE COMMISSIONER: Q: Is this the document dated April 30th?

A 1942?

Q Yes.

A Yes, that is the one, I think.

THE COMMISSIONER: It is in. I cannot tell you what the exhibit number is.

MR. McMASTER: This is marked Exhibit "E" on my copy, my lord. I think it was marked that way for identification, and filed as an exhibit.

THE COMMISSIONER: There is a letter of December 30th, 1942, from Otsu to Milsom, that is Exhibit 12, and this other document appears to be attached to it, because it is not marked as an exhibit.

MR. McMASTER: Apparently they followed an unusual procedure in the hearing of this matter before the sub-Commissioner, and this document along with others were given exhibit letters, rather than exhibit numbers, and I have on my file stamped on it Exhibit No. "E", September 28th, 1948. However, I take it it is the same thing. This is Mr. Mather's report, which is dated June 4th, 1942, and attached thereto are a number of inventories.

THE COMMISSIONER: No, the report is not in. I will read you the first paragraph of this letter from Otsu to Milsom of December 30th, 1942, which is marked as Exhibit 12 in Claim No. 954-C.

> "This is to confirm your wire and your letter . . . . realize the most at a public sale."

MR. McMASTER: May I see the list a moment?

MR. BRAIDWOOD: I have a copy, my lord, which my friend

can look at.

THE WITNESS: My lord, in connection with this letter of Mr. Otsu's, there is correspondence from the Custodian's office to myself, with reference to the National Fisheries Limited, and a letter from me in reply which sort of sets out the position of the National Fisheries. I could put those in.

THE COMMISSIONER: Q: What are the dates?

A December 21st, 1942, and December 22nd, 1942, and Otsu, you will recall, wrote on I think it was December 29th.

Q December 30th.

A December 30th. Well, this more or less leads up to that. I can put those in, if your Lordship wishes.

Q I think it might be helpful, because it does complete the picture.

A Yes, if more or less completes the picture. Evidently there was a good deal of ill feeling between the National Fisheries people and the River Company officials.

(CORRESPONDENCE MARKED EXHIBIT NO. 954-C-18).

MR. McMASTER: My lord, I understand that the Crown, so far, are not able to produce a copy of the actual sales agreement. I wonder if Mr. Wyness would be good enough to part with the copy sent to Mr. MacDougall. We don't know whether this is the one executed or not, but it takes us up to that stage.

THE WITNESS: What was the date?

MR. McMASTER: Q: Your letter to Mr. MacDougall was around March 30th, 1943, as I recall it. There was an agreement and a bill of sale, hoped to be executed?

A Yes, that is right. These, of course, are my only copies, but I suppose they are safe enough in your file.

THE COMMISSIONER: Q: They can be returned to you, if you wish them.

A That, I think, represents the final document that was ultimately executed (producing).

THE COMMISSIONER: Mr. Secretary, would you have these documents copied, and treat the copies as the exhibits which will be Exhibit 19, and send the original document back to Mr. Wyness, as soon as you have a copy made.

MR. McMASTER: I would like to have that marked as the next exhibit, my lord.

(LETTER AND AGREEMENT MARKED EXHIBIT NO. 954-C-19).

THE COMMISSIONER: Q: These are the documents which concluded the deal between the Custodian and the RiverFish Company, or, rather, the Bowditch estate and Gosse?

A Yes.

MR. BRAIDWOOD: My lord, I object to that. I think the witness said he thought that was what happened. He sent it along to MacDougall to have it entered into by Gosse, and that is the

last he knows of that. I would reserve the right, on behalf of the Crown, to protest that, my lord.

THE WITNESS: Well, here is a rather interesting letter, my lord, dated July 23rd, 1943. Would you like to look this over? Mr. Otsu writes and asks for specific questions to be answered, and I answered them in that letter, and apparently at that time the document hadn't been then executed and still hadn't been executed.

MR. BRAIDWOOD: I think these had better be filed, my lord, and probably my friend would like this copied in the same way and returned as part of his personal file.

THE WITNESS: Yes. If my actions are ever to be called into question, my lord, it would be well to have the record.

THE COMMISSIONER: Yes.

(CORRESPONDENCE MARKED EXHIBIT NO. 954½C-20).

MR. McMASTER: Q: Mr. Wyness, do you recall whether the Custodian ever submitted to you any valuation of these chattels?

A I think that the valuation submitted was the valuation that has been referred to already, dated December 30th, was it?

Q You mean the values placed on them by the company, but I mean any independent valuation. Has that been submitted?

A I don't think any independent valuations were. It was considered that Mr. Mathers' valuation was more or less independent.

Q Did you ever receive any valuation made by Mr. Mather?

A No. He was making a report, I think, direct to the Custodian. I wasn't involved in that.

Q So that at the time of the negotiations with the National Fish Company, you didn't have any independent valuation in your hands at that time?

A No, I didn't have any independent valuation in my hands at that time.

Q You were not advised by the Custodian as to any he received?

A Well, I am not sure about that, but I don't t think so, though.

MR. McMASTER: That is all, thanks.

MR. BRAIDWOOD: Does your Lordship have any questions?

THE COMMISSIONER: No. It is awfully confusing.

THE WITNESS: Oh, it is very confusing, my lord.

MR. BRAIDWOOD: My lord, on behalf of the Crown, I would thank Mr. Wyness for helping us out in this matter here today. I would ask, in view of the new evidence submitted, and the new material submitted, that my friend and I should have an adjournment on this matter to consider the material which has been filed, which is rather lengthy.

THE COMMISSIONER: Yes, I think that is desirable. Thank you very much, Mr. Wyness, you have been very helpful.

THE WITNESS: If my friends wish to go through my file, I would be glad to have them peruse it, in case they should find it necessary.

THE COMMISSIONER: Possibly they will take advantage of your offer.

THE WITNESS: They are welcome to do so.

MR. BRAIDWOOD: My lord, may we stand this down sine die, until we have had a chance to get at the exhibits?

MR. McMASTER: I would like to draw attention to the fact, my lord, that the Crown has not yet produced the bill of sale with regard to these chattels. I trust my learned friend will be able to produce it, in due course.

MR. BRAIDWOOD: Yes, my lord. I have made inquiries, but I have had no materials supplied me regarding the bill of sale. Mr. Shears has been away on vacation, and will be back today, I understand, and I will take it up with him and see what I can do.

THE COMMISSIONER: You have seen this Exhibit 15, Mr. McMaster?

MR. McMASTER: Yes, my lord. I took it from Mr. Wyness' evidence that Exhibit 15 had been prepared, but it was not acted on, and that the exhibit that we filed this morning was prepared, and he sent that to Mr. MacDougall, and then by the correspondence that was last filed it appears some time later on in the year it hadn't been executed. As to what they actually did,

we are still in the dark.

MR. BRAIDWOOD: My lord, my friend, Mr. Wyness, has been asking me whether or not an account is in order as a witness to the Commissioner.

THE COMMISSIONER: Oh yes, decidedly. We cannot expect Mr. Wyness to spend his time with no return.

MR. WYNESS: I am prepared to abide by any rule the Commissioner makes.

THE COMMISSIONER: Discuss that qestion with Mr. Braidwood, and he will submit whatever he proposes to me, and I will be glad to carry it out.

MR. WYNESS: Thank you very much, my lord.

MR. BRAIDWOOD: That is all then, my lord. Thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. F. Harrobin

Deputy Official Stenographer

CASE NO. 954-C

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

Winnipeg, Manitoba,
28th September, 1948.

IN THE MATTER OF THE CLAIMS OF

RIVER FISH COMPANY LIMITED

PROCEEDINGS AT HEARING

CASE NO. 954-C

IN THE MATTER OF "THE INQUIRIES ACT"

PART 1. REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

SUB-COMMISSION

B E F O R E

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

Winnipeg, Manitoba,

28th September, 1948.

IN THE MATTER OF THE CLAIMS OF

RIVER FISH COMPANY LIMITED

PROCEEDINGS AT HEARING

APPEARANCES:

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

S.M. CHERNIACK, Esq., Appearing for the Claimant.

S. HIRAYAMA, Esq., Official Interpreter

MARK H. PEARCE, Esq., Sr., Official Reporter.

CASE NO: 105 WINNIPEG LIST

WINNIPEG, Manitoba.
September 8th, 1948.

MR. CHERNIAK: Before proceedings I would like to speak to Your Honour in connection with case No. 105 on the main list, The River Fish Company Limited. That is the only claim of a Limited Company which we have had on our Winnipeg List.

There was an intimation in the Spring that all Company claims would be taken out in Vancouver and at that time I addressed the Commissioner and told him that the President of the Company who lives here was financially unable to go to Vancouver and I applied for permission to have this claim heard before you. That permission was granted and that is why this claim appears on the sub-commission list. Early in August I received a letter from G.W.McPherson who at one time was a Custodian Representative, enclosing the Custodian's file in this case and telling me that the Commission will commence sitting in Vancouver on September 15th on all Company claims and that he is representing the Government. I therefore wrote him on the 3rd of August telling him that, or, rather reminding him that the Commissioner had granted my application.

THE COMMISSIONER: In what way was it granted, orally?

MR. CHERNIAK: Yes, Sir, I suppose the Reporter didn't think it necessary to make a transcript of it, but it was granted in Court and the result is as you see, it is on your list. I wrote Mr.

McPherson telling him that the Commissioner had granted my application and I went on to say that we presume, therefore, that Mr. Ferg, the Manitoba Counsel will be handling the same, please advise us if that is your intention. I received no reply to that letter. I am now told that the President of the Company received a form letter of some sort, which I haven't seen, to the effect that the cases are commencing in Vancouver on September 15th. I understand from Mr. Ferg that he hasreceived no instructions in this matter.

THE COMMISSIONER: You say they are going to be taken up commencing on the 15th of September?

MR. CHERNIAK: Yes, Your Honour.

MR. FERG: I have nothing, Your Honour and I have received no instructions.

THE COMMISSIONER: I think, under the circumstances, that the secretary or the clerk might telegraph to Mr. Justice Bird or the secretary of the Commission reminding him of what you have said and ask him whether it is agreeable that the present Company case or the President will appear here on account of the circumstances you mention, to be examined before this sub-commission.

MR. CHERNIAK: I don't know Mr. Ferg's position at all Your Honour.

MR. FERG: I have nothing at all Your Honour.

THE COMMISSIONER: He would have to have the Master file. You would not proceed without the Master file anyway, would you?

MR. CHERNIAK: Oh yes, I could proceed and with your permission I would proceed in view of the fact that the Commissioner did grant my application. I would not like the claimant to be prejudiced.

THE COMMISSIONER: In view of the fact that they advised this man that the claim would be heard in Vancouver commencing the 15th of September, in view of that, in order to proceed with his evidence here, we should have some permission from the Commissioner.

MR. CHERNIAK: I would like to say confirmation, Your Honour because, as I say, his permission was granted.

THE COMMISSIONER: I don't doubt your word at a ll. But I think, if you can get Mr. Dean to draft some sort of telegraph, I think that should be done and, if you can proceed without the Master file - - -

MR. FERG: I might be able to proceed without the Master file, there may be sufficient information in the ordinary file. The Master file is simply an internal file which the different Departments use and which contains all the correspondence in their Department and so on and it may not be serious at all; on the other hand there may be some papers and documents on that file that we will require.

THE COMMISSIONER: Perhaps you can get together with Mr. Dean?

MR. CHERNIAK: I am finding a little difficulty in

keeping up with the interviews Your Honour. If I can keep on bringing six a day before Your Honour I would be through about the 23rd of this month but because I am finding it difficult I was wondering if we could take off one day. I don't think that the loss of one day will hold us up in any way. We are bound to be through before the end of the month and that one day would give me an opportunity to get the work cleaned up.

THE COMMISSIONER: I was concerned, chiefly, to be concluded by the end of this month and I don't suppose one day will hurt anybody.

MR. CHERNIAK: When we don't have interviews the cases take as long as that case yesterday and I think we would be saving money for the Government.

THE COMMISSIONER: Where we lose in one place we will gain in another. It doesn't interfere with you Mr. Ferg?

MR. FERG: No, Your Honour, as a matter of fact it would assist me. This makes a pretty full day, I worked till twelve o'clock last night. My day isn't through when I leave here and I don't want to be put in this position that we have to rush things. I am agreeable to taking one day either at the beginning or at the end of the week.

MR. CHERNIAK: I would prefer to name an early date but the earliest weekend that I can fix would be the 17th.

THE COMMISSIONER: We will take a note of that, a

week from Friday we will not be sitting. In the meantime you gentlemen get together with Mr. Dean and see what you can find out about this case.

(PROCEEDINGS ADJOURNED SINE DIE)

Certified to be a true and accurate transcript.

Mark Pearce

(MARK H. PEARCE)
OFFICIAL REPORTER

10

Law Courts Building,
Winnipeg, Manitoba,
28th September, 1948.

GENJI OTSU, the claimant herein, being first duly sworn, testified as follows:

MR. CHERNIACK: Your honour, there is an amendment in this case and same will be shown at the beginning of the statement of the witness, which will be filed as the first exhibit, and for that reason I do not know whether there is any need to read the amendment into the record, because it will be quite clearly shown in this exhibit, unless your honour feels it should be read into the record.

THE COMMISSIONER: All right.

MR. CHERNIACK: I think if you need a brief explanation, it should be made, and that is, of the record of the River Fish Company after evacuation. In many cases it is lost by the President and there are very many relative documents and letters which were missing from the papers produced by Mr. Otsu. The claim was prepared very much on the basis of the last statement of the River Fish Company, that is, the Statement of Assets and Liabilities. In many cases, or in certain cases, book value was shown whereas after the Custodian's file was received and we went over the details of this claim, we found we should make adjustments to the values to show a fair market value. We also had to show certain corrections in the Custodian's sales books and we had to re-draft our claim, which we have now done.

DIRECT EXAMINATION BY MR. CHERNIACK:

Q I show you a typewritten statement, was this prepared in accordance with your instructions? A Yes.

Q And is this (indicating) your signature which appears at the foot of it? A Yes.

Q You swear the contents to be true to the best of your knowledge and recollection and best of your knowledge, information and belief? A Yes.

Q (Typewritten Statement, EXHIBIT 1.)

Q Mr. Otsu, you are the President of the River Fish Company Limited? A Yes.

Q And you were such at date of evacuation?

A Yes.

Q And how many years prior to evacuation were you President of the company? A Since 1935.

Q And were you also the General Manager of the River Fish Company Limited? A I was the General Manager for buying and selling fish.

Q In relation to the land and the buildings and the various other assets of the company, did you have dealings in connection with the buying and negotiating arrangements?

A Yes, I was approached every time.

Q You were consulted in all those matters? A Yes.

MR. CHERNIACK: I am dealing now with the land, your honour, and I will file on behalf of my learned friend the S.S.B. Appraisal as Exhibit 2 and a Valuation of Johnson, Reeve and Watson as Exhibit 3.

(S.S.B. Appraisal, EXHIBIT 2.)

(Valuation of Johnson, Reeve and Watson, EXHIBIT 3.)

MR. CHERNIACK: I would like to point out that the S.S.B. Appraisal consists of 3 different appraisals of 3 portions, or parcels, of the land owned by the River Fish Company and the appraisal of Johnson, Reeve and Watson covers the whole property. When your honour receives the S.S.B. Appraisal you will find on page 4, of each appraisal, is a map of the area which is considered by that appraisal. The scale is not the same in two of the appraisals. In one case it is 200 feet to the inch and in the other two cases I believe it is 160 feet to the inch and I think that should be pointed out in considering the proportion of the property.

Q Now, Mr. Otsu, I show you a plan, who prepared this plan? A I had my son make the plan for my information.

Q Is that from your information or from your recollection - you mean he made it on information given by you?

A Yes.

Q This shows land which was owned by the River Fish Company, as well as all the buildings that were used by the River Fish Company Limited? A Yes.

Q And I see it is not drawn to scale, that is correct, is it? A Yes.

Q I see here two buildings which have no name on them, were these buildings used, or owned, by the River Fish Company Limited? A That is Mr. Bowditch's property.

Q The small building immediately to the east of the mess house was used in conjunction with the mess house?

A Yes.

Q And the building just immediately to the east of the store and oven, was that yours, or Bowditch's?

A Mr. Bowditch's.

Q And you never made any use of that building?

A No.

Q You have drawn what appears to be a line in red ink. Do these buildings which are shown south of the red ink line, which runs right through the mess house and large garage, am I right in assuming these buildings are built on a wharf in the water?

A It is on water.

Q It is over water? A Yes.

MR. CHERNIACK: I file this as Exhibit 4. It was prepared by the witness' son and it gives a much clearer picture of the property with which we are dealing, so it can be readily explained, or referred to, when we are discussing this.

(Map, EXHIBIT 4.)

Q In connection with this Exhibit 4, Mr. Otsu, you have shown the buildings which belong to Ezaki and Kuramoto, have you? A I know the buildings were there, but I do not know exactly where they were situated.

Q Now, it seems to me from the appraisal there was some wharf, or sheds, on the portion of the land which is outside the dyke? A Yes.

Q But they were not of much account, they are old?

A Those buildings were built by Mr. Ezaki.

Q But that land didn't belong to him, did it?

A No.

Q You see that portion as Block "C", do you actually own

this Block "C", or is that what you thought?

A I got the Block "C" from the tax receipts, I am not sure about it.

MR. CHERNIACK: I think an explanation should be made of this. There are two large lots, each over five acres in size, which are referred in some cases as Lots 5 and 6, and in some cases as Blocks 5 and 6, and I have also seen some assessment notices speaking of "I.D." which I take to mean inside dyke and "O.D." which I take to be outside dyke. There is no description as to what land was owned, appraised and sold, but I am making this explanation myself, that I don't know which is the correct description, because it is not important. Your honour will note that there is these two lots, 5 and 6, which I have just referred to, the River Fish Company Limited owned 6 and 7 in Block 2 and Lots 8, 9 and 10 in Block 3. Those are shown on the plan. The witness indicated in his statement, Exhibit 1, that these lots were valued at, in 1935, $70.00 per lot. The total purchase price therefore is $350.00. It should indicated, and it has been in the appraisals, that each lot was one-fifth of an acre. Lots 5 and 6 were bought by the River Fish Company in August 1939, together with other parcels. Exhibit 1 indicates that some 17 acres, or a little more than that, were bought at the same time for $350.00 an acre and the witness then indicates the various purchasers and the amounts that they purchased from the River Fish Company, showing that this acreage was sold to these people at $370.00 per acre. In other words, the company profited to the extent of

$20.00 an acre. Your honour will note also that the last two sales shown were both made in 1940, one to Kuramoto and one to Ezaki. The titles to these two acres were never registered and title did not issue to these last two persons, so that they are included in the appraisals. But in the Johnson, Reeve and Watson appraisal, Exhibit 3, there is a detail shown as to separation of values for these two acres and the area, not to scale, which they bought, is also shown on the plan, Exhibit 4. I might indicate that the first two purchasers mentioned here made claim for this land, one made his claim before you and the second made his claim at Fort William. I do not know if the other two have made claim or not. The balance left to the River Fish Company of these two large lots amounted to 8.7 acres and, as I stated, they were bought at $350.00 an acre in August of 1939. Of this 8.7 acres, 8 acres remain inside the dyke, that is, all of Lot 5 and Lot 6, with the exception of two acres sold, comprised 8 acres. .7 acres are outside the dyke and the importance of that, as I take it in the Johnson, Reeve and Watson appraisal, Exhibit 3, which shows a much greater value for that .7 acres outside the dyke because of its use for fishing and evidently that .7 acres was worth $1,000.00 in their estimation, which the witness agrees with in this statement. So that in placing his value of that land owned by the River Fish Company, he stated he fixed it at $350.00 per acre for the land within the dyke, which is the purchase price paid by the River Fish Company, and $1,000.00 for that .7 acres

outside the dyke, which is shown in Exhibit 4 and which is fully described in the Johnson, Reeve and Watson appraisal, Exhibit 3. In the statement filed as Exhibit 1 he itemizes his claim for the land and states the sale price, that is the Custodian's sale price. I would like to make this general remark in regard to the general evidence, which is probably going in in Vancouver at this moment, and that is to point out the difference in value of the S.S.B. Appraisals and the Johnson, Reeve and Watson Appraisals totals $530.42 and the acreage is shown as $225.00 an acre. Johnson, Reeve and Watson show a total of $6,680.00 for the land, showing all this $275.00 per acre and $1,000.00 for that .7 acres referred to. I realize, of course, there is a difference in dates of the appraisals, but I would like to indicate that the S.S.B. Appraisal gave no value whatsoever for this small section of land, which was used for fishing, that has no value outside the general value of $225.00.

THE COMMISSIONER: No value to that whatever.

MR. CHERNIACK: They gave no added value, they are including it in their valuation of $225.00 an acre, but apparently the appraiser didn't realize the value of that land from a sales viewpoint. And may I submit, the reason they didn't do that is, they only looked at agricultural land and didn't consider the advantage to the fisherman. In other words, this area to them is worth no more than other land, a water frontage made no change in their estimated value. It should also be pointed out that the Veterans' Land Act finally this land not at his valua-

tion but the Johnson, Reeve and Watson, which was $6,000.00. The Johnson Reeve gave a total of $6,680.00 and said, well, it is a lot easier to sell this land as a parcel and went on to say, anybody buying this parcel it is not likely needed in that way, as it is broken up, and it is only worth six thousand if sold to one man and that man turned out to be the Veterans' Land Act, which paid $658.00 more than its total appraisal. Other than what I have pointed out, the question of land is purely a question of value. No buildings for which claim is being made, no improvements put on it by the River Fish Company Limited, it was cleared land when it was bought and the land is there to-day, so it is merely a question of value as to what was the fair market value at the date of sale, which I think was about June or July of 1945, I am subject to correction on that, oh, yes, August 14, 1945. When I stated they bought for six thousand, that includes the two pieces of land which didn't belong to the River Fish Company. P. S. Ross computed the valuations of the interest of the River Fish and the other two claimants in that price, so that the River Fish Company received as its share $3,103.29 and the loss on that is shown in the beginning of Exhibit 1. Turning now to the question of the buildings, these buildings are shown on plan, Exhibit 4.

THE COMMISSIONER: They are marked off, or described on the plan?

MR. CHERNIACK: Yes.

Q Now, as I understand it, Mr. Otsu, the buildings were

part of Bowditch's property and part of the Richmond Municipality property; would you show me which was the Richmond Municipal property?

A Warehouse 1 and Warehouse 2.

Q And these are the buildings which are in direct line with No. 2 Road? A Yes.

Q And the other buildings were on the Bowditch property?

A Yes.

MR. CHERNIACK: It is shown right on the plan, showing the owner of the land on which the buildings are. The claimant sets out in Exhibit 1 that in estimating the values of the buildings, he has taken into consideration the fact that the buildings were on rented property and in order to sell them they would have to be removed, or sold to the owner of the real property. He indicates also that all the buildings were in good condition and at the top of page 2 he itemizes the buildings, showing the size, year built, approximate cost and estimated value.

Q Mr. Otsu, I show you a photograph of six people, of which I see you are one, can you identify this photograph as being taken out of your files?

A Yes.

Q Do you know when this picture was taken?

A I think it is around 1936 or '37.

Q Now, on the right-hand side, at the rear, is the building which appears to have been painted and I see white trimming on it, what building is that?

A That is the store and the office building.

Q Which was on Bowditch's property? A Yes.

Q And on the left is just a small piece of another building, what building is that?

A Warehouse No. 1, a portion of it.

Q Do you mean Warehouse No. 1 which was on the Richmond Municipal property? A Yes.

Q It is not the large warehouse? A No.

Q But No. 1 on the Richmond Municipal property, right?

A Yes.

(Photograph, EXHIBIT 5.)

Q I show you another photograph which shows more of a boat than anything else, what building is that immediately above the boat in the photograph?

A That is the front of the main warehouse.

Q On Bowditch's property? A Yes.

Q And to the left is another building, what building is that? A Warehouse No. 1 on the Richmond property.

Q Is that the same warehouse as appears in the other photograph? A Yes.

Q Incidentally, whose boat is that?

THE COMMISSIONER: These warehouses are out over the water?

MR. CHERNIACK: Yes, that red line is the indication of the end of the land and the buildings south of that are all over water.

THE WITNESS: It belongs to one of the shareholders.

Q Do you know his name? A Mr. Kanda.

Q Where is Mr. Kanda now? A Some place in Ontario, Toronto I think.

Q Do you happen to know if he sold that boat himself or if it was sold by the Custodian? A He sold it

before the war.

Q Did he sell it to another Japanese person?

A My uncle bought it.

Q Do you know if your uncle is making a claim for that boat before the Commissioner? A No, he sold it before the war.

(Photograph, EXHIBIT 6.)

MR. CHERNIACK: Now, your honour, there are certain agreements that I would like to file in connection with the arrangements made between the River Fish Company and the two respective owners of the land on which these buildings were built. I have discussed with my learned friend whether or not he had the originals, or Custodian's copies of those agreements, and he cannot find them, but he does seem to have records that they were received by the Custodian from Mr. Wyness, who was the solicitor for the River Fish Company Limited, and apparently from his file it appears that these documents were returned to Wyness.

THE COMMISSIONER: They are now with the solicitor for the Fish Company.

MR. CHERNIACK: The ex-solicitor. There is great possibility they could be obtained in Vancouver and there is also a strong possibility that the Custodian would have copies of same. Since my learned friend and I have agreed that we do not want to extend the record of this case too long, that I would have them proven through the witness and give details as to these agreements and then state for the record that I will send these agreements to our counsel in Vancouver and let the Custodian have copies,

then the Custodian will file them, and should he not have copies, our counsel in Vancouver will file them, otherwise we would have no copies and they would have to be read into the record, which would mean additional work which we feel would not be necessary.

Q I show you a typewritten document, can you identify that? A It was the first agreement between the River Fish Company and Mr. Bowditch.

Q And this is a copy of that agreement? A Yes.

MR. CHERNIACK: It is dated January 1st, 1934, and made between J.P. Bowditch and the River Fish Company - should we give this a number? There are going to be a lot of these documents referred to but not filed, but we would like them to be exhibits in Vancouver.

THE COMMISSIONER: This document you are now reading from is one of the documents you say will either be produced by the claimant, that is the original document, or by the solicitor of the company?

MR. CHERNIACK: No, sir, the original will either be produced by the solicitor through the Custodian, or the Custodian will produce a copy which he might have, and in the event of the Custodian being unable to locate a copy, it will be filed by our counsel.

THE COMMISSIONER: And the document you have now is a copy of one of these agreements?

MR. CHERNIACK: Yes.

THE COMMISSIONER: And you wish to refer to it later?

MR. CHERNIACK: We may want to and in any event it will be an important document.

THE COMMISSIONER: I think in order that your exhibit might

be intelligible and there might be no confusion, it should be identified in some way.

MR. CHERNIACK: Do you mean stamped by the Clerk and returned to us?

THE COMMISSIONER: Yes.

MR. CHERNIACK: Is that all right?

MR. FERG: Your honour, in view of the fact this case will be dealt with by other counsel, I would just like to make this statement, that on receipt of the master file from Vancouver yesterday, and after examining it, and after going over the file with my learned friend for the purpose of ascertaining what exhibits he would require, I find that considerable of the original documents, that is the originals and our own copies, are not on file, and apparently what has happened is, there must be a production file somewhere which has not been forwarded to me and in view of that and in order that the witness' evidence might be taken and eventually disposed of by examination-in-chief and cross-examination. My learned friend and myself have arranged that we will refer to documents which are missing and may use copies in cross-examination, and that where the production of these documents is required out of the files of the Custodian, they will be produced, if they are in existence, otherwise will be provided either by the Custodian or by the claimant.

THE COMMISSIONER: Why not mark them alphabetically so when you refer to them in your submission we will know what you are referring to.

MR. CHERNIACK: That is perfectly satisfactory, either that

or by number, since eventually they will be filed. I don't know that it is important.

MR. FERG: Couldn't we file them straight as an exhibit, noting the fact they are copies, and the record will show the basis on which they are filed.

MR. CHERNIACK: You mean, say they are filed, but not file them. What his honour suggested is right, this sheet of paper should be identified.

MR. FERG: By an identification letter?

MR. CHERNIACK: Or in some way by the clerk.

THE COMMISSIONER: Mark it with an identification letter, that will do for now. We don't know if it is a true copy of the original, we presume it is, so mark it "A" for Identification.

(Agreement, "A" for Identification.)

BY MR. CHERNIACK:

Q To the best of your knowledge, is this a true copy of the original agreement? A Yes.

MR. CHERNIACK: This agreement, your honour, is a rental agreement for the wharf and warehouse used by the River Fish Company Limited and there is an indication should Mr. Bowditch, the owner of the property, sell the wharf and warehouse, and the River Fish Company Limited wish to purchase the property, the River Fish offer will be considered first and, secondly, that if during the term of the agreement the wharf and warehouse are sold by Bowditch, he will pay the River Fish Company Limited $1,000.00 to cover expenses. Now, Exhibit 1, shows the claimant's statement as to the approximate cost, shows it cost $2,000.00 in addition to the Bowditch building

and the basis for that evaluation is this agreement. The term of this agreement is from January 1st, 1934, to December 31, 1937.

Q I show you another document; what is that document?

A This is the second agreement between Mr. Bowditch and the River Fish Company.

Q To the best of your knowledge is this a true copy of the original document? A Yes.

(Copy of Agreement, "B" for Identification.)

MR. CHERNIACK: This agreement is an agreement which appears to be a continuation of the last lease, or agreement, filed and sets a term for four seasons from May 1935 to December 31, 1938, whereby Bowditch rents the River Fish Company Limited Lot 1, in Block 2, for the purpose of erecting a storehouse and office building and for which the owner Bowditch agrees to pay the cost of storehouse and office building should the property be sold to others, but the River Fish Company Limited during the term of the agreement. It then states the rental payable and repeats the agreement to pay the River Fish Company Limited $1,000.00 in the event that the wharf and warehouse are sold during the term of the agreement, repeating again this amount covers the expenses for improvements put on the wharf and warehouse by the River Fish Company Limited. On the margin of this document, Exhibit "B", is a note dated February 10, 1939, stating that this agreement is renewed on the same terms for four years from January 1st, 1939, to January 1st, 1943. This latter agreement therefore includes the second building shown on Exhibit 1, that is the store

and office, and your honour will note there is mention made there that the cost of same is to be paid by Bowditch in the event of a sale to someone other than the River Fish Company Limited.

Q I show you a third document, can you identify that?

A This is the agreement between the Municipality of Richmond and the River Fish Company Limited for the two warehouses that we built.

Q To the best of your knowledge, is this a true copy of the original agreement? A Yes.

(Agreement, "C" for Identification.)

MR. CHERNIACK: This agreement is dated January 1, 1941, and in this agreement the River Fish Company Limited admits that it has no right, or it had no right, to erect buildings on property owned by the Richmond Municipality and the Municipality agrees not to force the immediate removal of these buildings, and agrees further that until it proceeds to put in a road, and it agrees further that when it actually proceeds to construct a roadway on this land, it will give one month's notice to the River Fish, who is the lessee of this agreement, to remove the buildings from the public highway. And should they not do so, then the lessor can do it. It is our contention, therefore that these buildings did belong to the River Fish Company.

Q Did you pay a rental to the Municipality of Richmond for the use of their land? A No.

Q Do you know of your own knowledge whether or not Mr. Bowditch had any arrangement with the Municipality in connection with this wharf and the buildings which

should identify it on that map.

Q Now, we are speaking of the main f sh house, that is the building indicated as the main w arehouse on the Bowditch property? A Yes.

Q And the next is warehouse, left side of face of dock, known as egg house? A That i s No. 1.

Q On the lease was typed in the following: "This does not include store, garage or warehouse opp osite garage." Now, what was meant there was that the store and office, that was r inside the dyke? A Yes.

Q And the la garage which is shown right opposite the store? Yes.

Q And the No arehouse on the Richmond property?

A Yes.

Q That is what it didn't include? A Yes.

Q What about the m ess A That was included in the lease.

Q It is not shown the is it? A No.

Q Well, you say, although the mess house is not referred to, the understanding was it was included in the lease?

A Yes.

Q Now, that sentence I referred you to, referring to the store, garage and No. 2 warehouse, is struck out and there are all sorts of signatures and initials,- there is the signature of Genji Otsu, is that yours?

A Yes.

Q And Shain? A Yes.

Q And the initials "G.O."? A Yes.

Q Yours? A Yes.

Q Mr. Gosse's initials? A Yes.

Q And "J.P.B." - that is Mr. Bowditch? A Yes.

Q And who else? A Mr. Gosse's lawyer.

Q And who is that? A Mr. Wyness' initials.

Q Your lawyer? A Yes.

Q When was this crossed out and initialled?

A August 1942.

Q That was done in August of 1942? A Yes.

MR. CHERNIACK: I would like to read in a little more of this lease since it is an original document and we won't have a copy and it is important.

Read from page 2, Exhibit 7, as follows:

" From the 15th day of January, one thousand nine hundred and forty-two, for the term of one (1) year thence ensuing.

Yielding during the said term therefor the rent of $624.00 of lawful money of Canada, payable on the following days and times that is to say: the sum of $52.00 on the 15th day of each and every month during the term hereby granted, the first payment of $52.00 to be made on the 15th day of January, 1942, and a like sum on the 15th day of each and every month thereafter up to and including the 15th day of December, 1942.

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 further that at the conclusion of the war now existing between Canada and Japan if the Lessor shall according to law be at liberty to re-enter upon a

" occupy the premises hereby demised the said Lessor shall be entitled to put an end to this lease on the 15th day of January thence ensuing.

The Lessee shall be at liberty at any time to assign or sub-let this lease without consent of the Lessor."

MR. CHERNIACK: This is approved of by J.B. Bowditch and is, I submit, an indication of Bowditch's attitude and, more than his attitude, his consent to a year-to-year lease continuing until after the cessation of hostilities, at which time the River Fish Company Limited could come back, if it were permitted to do so, and it is extension of lease, I submit, which has already been referred to as "A" and "B". Anyhow, might I ask my learned friend to produce a report of J. D. Mather, dated June 4, 1942, the original of that appears to be missing from the file, I could identify my copy, I don't know if I actually have to identify this since it is the Custodian's own representative who made the report. However, there is no objection. What I now have is the file which Mr. McPherson sent to me to keep and it consists only of copies of various documents and letters, and on that file appears a report made by J. D. Mather, June 4, 1942, wherein he refers to buildings as being in good condition and then he gives remarks which perhaps should be read into the record, it is one paragraph.

" Leased properties above mentioned are adjoining the property owned by the River Fish Company Limited. The various buildings have been erected indiscriminately, covering all three properties. The lease from the

Limited, I want to submit everything I have so he can have it before him and decide which he considers he needs. This document purports to transfer to Gosse the rights of the River Fish Company Limited to the various agreements with Bowditch.

THE COMMISSIONER: What is the date of that?

MR. CHERNIACK: There is no date, just February 1943. And also the agreement with the Richmond Municipality, which we have already referred to.

(COURT ADJOURNED 12:35 P.M.)

(COURT RESUMED 2:00 P.M.)

MR. CHERNIACK: Since we adjourned, your honour, I find the document I have referred to, a report from J. D. Mather dated June 4, 1942, had not been noted as an exhibit.

THE COMMISSIONER: Original or copy?

MR. CHERNIACK: This is a copy.

THE COMMISSIONER: How can it go in?

MR. CHERNIACK: This is the Custodian's representative and Mr. Ferg doesn't have have the original. It can be filed as exhibit for identification.

(Report, "E" for Identification.)

MR. CHERNIACK: And still dealing with the buildings, your honour, it occurred to my learned friend and to myself that we should file copy of the agreement which I had referred to as being similar in context to the Exhibit "D", which was an incompleted agreement between Bowditch, River Fish Company Limited and Gosse. I didn't see it, but my learned friend tells me that his file has a copy of agreement completed by the Custodian, Bowditch Estate and Gosse, and we feel that should be put on the record

for the Commissioner's information as well. This agreement, there is a copy of it on my learned friend's file, but there is no indication as to whether or not it was ever signed. I think we have sufficient on the record now to bring it to the attention of the Commissioner and counsel on both sides, and should they desire to know more about it, it could be filed. My learned friend also advised me during the lunch period he has on file a renewal notice of the lease with Bowditch, signed by Gosse, and we agreed that that ought to go in. My learned friend has produced from his master file a letter which I have not seen previous to this. There is a letter from MacDougall & Morrison, dated January 11, 1944, addressed to the Custodian of Enemy Property: Re - Lease, River Fish Co. Ltd. to F. A. Gosse, dated the 15th day of January, 1942 - Our File No. 481. The letter says: "Pursuant to the terms of the above-mentioned lease covering certain property at Steveston, B.C., owned by the estate of J. P. Bowditch, we hereby give you notice that F. A. Gosse hereby exercises his option to renew the said lease. We should be glad to have your acknowledgment." And that letter was enclosed in a letter of January 11th, the same date, from the same firm and addressed to the Custodian. "Attention: Mr. Peters. Re: Our File No. 481. Further to the telephone conversation which the writer had with Mr. Peters this morning, you will find enclosed a notice of renewal given on behalf of Mr. F. A. Gosse of the lease from River Fish Co. Ltd. to himself. Mr. Harvey Wyness some time ago took the position that inasmuch as

" the said lease was approved by Mr. J. P. Bowditch in his lifetime, the same operated as an extension of the lease from Bowditch to River Fish Co. Ltd. Under these circumstances, we think it altogether probable that you, acting on behalf of River Fish Co. Ltd., should give a notice of renewal to the executors of the Bowditch estate who, we understand, are Messrs. Isted and McNeill. Such notice, if addressed to them, c/o Messrs. Walsh, Bull & Company, Barristers & Solicitors, Royal Bank Building, will, we are assured by Mr. Guy of that firm, be good notice to the executors. In the meantime, we propose also to give notice to the executors, but we should like you to consider whether or not you should not do likewise on behalf of River Fish Co. Ltd."

MR. CHERNIACK: And my learned friend has also produced a copy of the letter from the Custodian to the executors of the estate, dated January 14, 1944, which reads:

" Re: Lease-River Fish Company Ltd., Lot 1, Block 1; Lot 1, Block 2, both in London Townsite, Steveston.

On behalf of the River Fish Company Limited, the Custodian, pursuant to the terms of the lease on the above mentioned property, hereby gives you notice that the option to renew the said lease is hereby exercised.

Dated at Vancouver, B. C. this 14th day of January, 1944."

MR. CHERNIACK: I think they can be filed as one exhibit.

THE COMMISSIONER: Yes.

(Two original letters and one copy of letter, EXHIBIT 8.)

MR. CHERNIACK: Turning now to the question of the furniture and fixtures, Exhibit 1 sets out the explanation as to

the computation of the claim and indicates that the original amount claimed was in error in addition, and that instead of $3,976.20 shown in the claim the correct addition would have been $4,096.20. He reduces that sum by $130.00 and gives the explanation for that. The net amount would then be $3,966.20. Now, we now find that this represented the cost price of the furniture and fixtures and the value should be depreciated for the purpose of computing the fair market value. The claimant indicates that in his opinion the total value would be about $2,500.00 at date of sale. In other words, he is depreciating these goods to the extent of over $1,400.00. He indicates also that the Custodian's sale price was $1,662.00. I think my learned friend would want to file his Analysis of this portion of the claim, which I will file on his behalf as Exhibit 9.

(Analysis, EXHIBIT 9.)

MR. CHERNIACK: Now, in this case, your honour will notice from the Analysis which has been filed as Exhibit 9 that the items are all set out and opposite same are typed in figures, opposite most of the items, when the claim was sent in and your honour must have the original claim before you.

THE COMMISSIONER: Yes.

MR. CHERNIACK: We sent in the original inventory list with furniture and fixtures and we wrote him the cost prices of many items which were not originally shown on that list.

THE COMMISSIONER: Here is your furniture and fixture list.

MR. CHERNIACK: So that your honour will note we showed additional items, and when the Custodian prepared the Analysis Sheet, the values that they showed were only those values which are shown typed on that sheet, and they didn't copy the handwritten amounts shown on that sheet. I don't know the reason unless it is possible their copy didn't have it, but in any event it should have been in. I have written it into my own copy of the Analysis, but I do not know that it is necessary to write it into this copy since it is all on the claim itself. The list which was attached to the claim form and which is copied onto the Analysis, although the Analysis doesn't show all the values, or cost price, is a list which was handed into the Custodian and I think checked by Mr. Mather when he made his report of June 4, 1942.

Q Now, there is mention here, Mr. Otsu, of the truck tools, which you show at $10.00, and the Custodian's comment is that they think they were sold with the trucks. Now, where were these tools?

A I think they were still in the garage after the truck was taken to the Royal Canadian Mounted Police.

Q Are you not certain, was it with the truck, or are you certain or not certain? A When I was inventorying the articles they were still in the garage.

Q And was that after the trucks had been taken away?

A Yes.

Q Now, there is also one pair of truck chains for wheels; what about that, was that in the truck, or left in the garage? A It was in the same garage.

Q With the other tools? A Yes.

Q So they were also not sold with the truck? A No.

MR. CHERNIACK: Your honour will note---

THE COMMISSIONER: I have that, they say that the tools and chains were with the truck.

MR. CHERNIACK: Yes, and he says they were not in the truck, they were in the warehouse. Now, your honour will note there is mention here of the Mimeo Duplicator sold at the director's price. We have checked on that with the director, or somebody else but Mr. Otsu, and that is correct and we have reduced our claim. There was also a Champion Scale which was shipped to Mr. Otsu and we withdrew that, and right after that there was a water pump mentioned as being a possible fixture. I checked and found it was and we withdrew that. These three items make up the total for which we reduced the cost price of the goods. Your honour will note that few items were sold by auction, or tender, most of the goods were sold to Mr. Gosse for $1,400.00 and a number of the goods are shown as "Not accounted for, etc." This sale to Gosse was one that was made in the face of the witness' objections. The negotiations were rather lengthy and they were pretty well all carried on by letters and I really feel that the only way to present all the facts properly to the Commissioner is to file the documents. Now, they are a fairly large bundle, especially when you make up a list.

THE COMMISSIONER: What are they, letters?

MR. CHERNIACK: Yes, in the main, but in this case they are all copies and they will all have to be filed as we have

filed these other exhibits for identification.

THE COMMISSIONER: You haven't got the original letters?

MR. CHERNIACK: NO, I received no other originals, that is why most of the copies appear in the file which Mr. McPherson sent me, so I assume these copies were made from the originals in the Custodian's office.

THE COMMISSIONER: Have you got them bundled in order of date?

MR. CHERNIACK: Yes, I went over them with my learned friend and he has a file of them in the original form.

THE COMMISSIONER: Well, it is no use putting them in piecemeal. If this bundle of correspondence refers to this, and this only, I think the copies may be put in in the form of a bundle and replaced by the originals.

MR. CHERNIACK: The difficulty with that, these are the only copies I have and they have come out of the Custodian's file.

THE COMMISSIONER: What do you want to do?

MR. CHERNIACK: Just identify them as I have the others. I would like to make it clear, this is a file of the Custodian's office in Vancouver. Nobody here is at fault for this. The originals are not here and they are in the Custodian's possession and it is difficult, I realize, but it is one that is not caused by Mr. Ferg or myself. This sale to Gosse apparently involved a deal with the buildings and the Custodian's statement in the Analysis that these goods were sold to Gosse for $1,400.00 doesn't mention it, but I think all the documents when filed will disclose that there was a deal included in that relating to these buildings for

which we have made the claim. In order to save time, I do not know I need to summarize all these letters I wish tofile.

THE COMMISSIONER: No, but you can give the dates.

MR. CHERNIACK: Yes, and from whom to whom and do it that way, and as I go through it my learned friend can produce those copies which he does have. I do not know whether it is necessary to mark them, especially as most of them came out of the file given to me by the Custodian.

THE COMMISSIONER: I do not think it is necessary then.

MR. CHERNIACK: No, I do not think so either, your honour. The first doesn't appear on this file given to me by the Custodian, but is a letter from the National Fisheries to the Custodian, dated December 16, 1942. Do you have that, Mr. Ferg?

MR. FERG: Yes.

MR. CHERNIACK: Well, that can be filed as an exhibit.

(Letter dated December 16, 1942, EXHIBIT 10.)

MR. CHERNIACK: The next is a letter from Lyness & Grant to the Custodian, dated December 22, 1942, which is produced from the Custodian's file.

(Letter dated December 22, 1942, EXHIBIT 11.)

MR. CHERNIACK: The next is a letter from the witness Otsu to the Custodian, dated December 30, 1942, which my learned friend doesn't have and these last letters were not on the file sent to me by the Custodian. There then follow a number of letters which do appear on that file.

(Letter dated December 30, 1942, EXHIBIT 12.)

MR. CHERNIACK: The next is a letter from the Custodian to Otsu.

MR. FERG: I have that letter of December 30th and accompanying that is this inventory.

MR. CHERNIACK: Are you sure they came together?

MR. FERG: Yes.

BY MR. CHERNIACK:

Q I show you a letter dated December 30, 1942, signed "Genji Otsu", do you remember sending that to the Custodian? A Yes.

Q This letter mentions you are enclosing two copies of inventories and you made certain marks to show your desires in connection with these items, is this what was sent? A Yes.

Q And was this also sent, do you remember?

A Yes.

Q Would all these pencil marks be yours, or do you remember whether they would be or not? A No, it is not my mark.

MR. CHERNIACK: The next item is copy of a letter from the Custodian to Mr. Otsu, dated January 11, 1943, and my learned friend doesn't appear to have his copy of this letter on file. Would that then be shown with the letter "F"?

THE COMMISSIONER: Yes, I think so.

(Letter dated January 11, 1943, "F" for Identification.)

MR. CHERNIACK: I think for convenience I should indicate on my copy there is red pencilled "P.7" - this is the Custodian's marking.

MR. FERG: It is a page in the brief.

MR. CHERNIACK: Well, they will know immediately which one it is. Well, "P.8" is a letter from J. W. Anderson to the Custodian, dated January 18, 1943. Do you have that one?

MR. FERG: No.

MR. CHERNIACK: The next is a letter from the Custodian to Otsu, dated January 19, 1943, and marked "9.A" and again marked "9.A" is a copy of a telegram from Otsu to the Custodian. The next marked "P.10" is a letter from the Custodian to H. P. Wyness, dated January 25, 1943, and the next is a letter from Wyness to the Custodian, dated January 27, 1943. The last exhibit was lettered "F" and we could include with "F" all these items which I am setting out here.

THE COMMISSIONER: Yes.

MR. CHERNIACK: The last letter I referred to is a letter from the River Fish Company Limited, no, from Wyness to the Custodian, dated January 27, 1943, and I think that should conclude the bundle which we are calling Exhibit "F". Now, my learned friend has a letter from J. W. Anderson dated January 28, 1942, which didn't appear on my file which was given to me by the Custodian, but which he has shown to me and which we agree ought to be filed. We can file this as an exhibit, but since we have no copies, I must ask that it be read into the record.

(Letter dated January 28, 1943, EXHIBIT 13.)

Letter from J. W. Anderson, 3889 West 13th Ave., Vancouver, B.C., to the Custodian, dated January 28, 1943, read as follows:

" Attention Mr. G.D. Milsom. Re River Fish Co., Steveston, B.C. Dear Sirs:- I have been advised by your Mr. Milsom, that my offer of January 18th to sell the above equipment and chattels on behalf of your office has been accepted. In accordance with my offer I am enclosing my check for $850.00. As all of these chattels are not under my control, this check is tendered to your office on the definite condition that you guarantee peaceful possession to any, and all purchasers, and meanwhile accept the responsibility for these chattels until delivered to me, pursuant thereto, if any legal entanglements should ensue, either in regard to the delivery of said chattels, or claim for damages as a result of breach of agreement of sale, it is to be understood that I am in no way responsible for same. If these terms are not acceptable to your office, my check is to be returned to me within five days, and arrangements automatically determined. I remain, Yours truly, "J.W. Anderson'. "

MR. CHERNIACK: The next is a letter which my learned friend has produced, which is a letter from Mr. Otsu to the Custodian dated February 4, 1943.

Q Do you remember sending this letter? A Yes.

Q That is (indicating) your signature? A Yes.

(Letter dated February 4, 1943, EXHIBIT 14.)

MR. CHERNIACK: If I could commence another bundle as Exhibit "G" there will be a letter from theCustodian to Anderson, dated February 6, 1943, and a letter from the Custodian to Mr. Otsu, dated March 2, 1943.

Q Mr. Otsu, the Custodian sent you a letter telling you they couldn't have Mr. Anderson sell your goods and telling you that they had agreed to sell it to Gosse and they sent you a Bill of Sale, asking you to sign it; did you sign it?

A No, I never signed it.

MR. CHERNIACK: That completes Exhibit "G".

(Bundle of Letters, marked "G" for Identification.)

MR. CHERNIACK: The next will be filed and is produced from my learned friend's file and is a Bill of Sale which bears no date except 1943, from the Custodian to Gosse, listing a large number of furniture and fixtures and including mention of "All the right, title and interest to certain buildings." Now, this copy which my learned friend has produced is not signed, with the exception of an affidavit which is signed by F. A. Gosse, but it is not sworn to.

(Lease, EXHIBIT 15.)

MR. CHERNIACK: Then there is a letter which would be Exhibit "H" from Otsu to the Custodian, dated March 11, 1943, and which is also marked with the Custodian's marking as "P.14". The next is a copy of a letter from the Custodian to G. Phillips, dated April 17, 1944, and marked "P. 15". And then there is a letter from George Phillips of the Great West Packing Company to the Custodian, dated April 21, 1944, and marked by the Custodian "P.15-B" and there is also "P.15-C", which is a type of inventory and from the copy which was on file given to me I don't quite understand

whether this represents an appraisal. I should say, for your honour's sake, the last two letters referred to request for an appraisal of his furniture and fixtures and the last letter, or reply, which mentions very few of the items listed in the inventory were found, and he mentions the items which he couldn't find and checked the chattels he did find, but I do not see a total given as to what the appraisal is, although on this copy of the inventory there is all sorts of figures and pencilled notations and at the very bottom corner, at the final page, is a pencilled notation $410.60. Well, it will be up to the Custodian to advise us as to what that appraisal was. I just want to make a short comment about these documents.

MR. FERG: Is that all the documents?

MR. CHERNIACK: That is all in relation to furniture and fixtures. That will be Exhibit "H".

(Documents, EXHIBIT "H" for Identification.)

MR. CHERNIACK: The comment is this, the Custodian, in an arrangement with J. W. Anderson, which is shown in one of the exhibits, which is to be filed, dated January 18, 1943, made arrangements with Anderson whereby Anderson, who, I believe, is an auctioneer, but I am not sure.--- Does his letterhead show what his business is?

THE COMMISSIONER: What he is?

MR. CHERNIACK: Yes, what his business is.

THE COMMISSIONER: Manufacturers' Agent and Distributor.

MR. CHERNIACK: Well, Anderson guarantees that the sale of these goods, if sold by him, will net $850.00 and

considerably more. When he says, "net", I think he undertakes to make a charge of twenty per cent of the sale price and it will net $850.00 and considerably more, and then indicates that this doesn't include the number of items which he lists and which he shows are worth $900.00. According to that letter, the valuation is $1,750.00 and considerably more. I am quoting these words, "and considerably more." Another letter on the file was a letter from the Custodian to Mr. Otsu, January 19, 1943, one day later, where they told Mr. Otsu that Mr. Anderson expects to net around $1,050.00, which, when added to the $900.00 mentioned by him, comes to $1,950.00. On January 25, 1943, his letter, which I have indicated should be filed, from the Custodian to Lyness, saying that Anderson expects to net $1,100.00--- Well, that brings us to the round total of $2,000.00. Apparently something went wrong there because Mr. Gosse refused to release certain of the fixtures, claiming they were part of the lease, claiming they were attached to the building, and eventually we find the Custodian making some sort of a deal with Gosse. Now, this file doesn't indicate the basis for this deal they made with Gosse, doesn't show why the figure wasn't $1,500.00 or $1,300.00 and we are completely in the dark as far as that is concerned. Nor does the file show what the Custodian did to try and check as to whether or not Gosse was right in saying that these items were part of the building. It should be indicated that amongst the letters which are to be filed, are definite statements made by Mr. Otsu,

the witness, to the effect that these things were not included in their arrangements with Gosse and I think that on the file the only indication of any definite item being in the building was that of the conveyor, which is shown to be a built-in affair which would cost about as much to repair as to re-build. All the transmission has been removed also. Apparently Mr. Gosse said that belonged to the building and then proceeds to remove them and I make that statement knowing the seriousness of the charge, and I might also mention that Gosse broke open the safe of the River Fish Company and certain company books and other documentary possessions were lost for that which we cannot claim. But what I have indicated are things which we do not know and we would expect the Custodian to clarify this.

Q Mr. Otsu, you had a power motor on the conveyor; could that be unscrewed, taken down and taken away?

A Yes, it was very easily removed.

Q You had a large water pump; could that be unscrewed and taken away? A Yes.

MR. CHERNIACK: I should have indicated, and I can do it now, that when the Custodian didn't go through with this deal with Anderson, they paid him $100.00 because he had done certain investigating. We are not allowed to make a claim for it, but I question very much the right that Anderson had to receive $100.00 of River Fish Company money through the fact that these negotiations fell through. I think that covers the furniture and fixtures. The matter of the stock is a minor one and my learned friend has it in his Analysis and on his

behalf I will file same as Exhibit 16.

(Analysis, EXHIBIT 16.)

MR. CHERNIACK: Your honour will note that the Analysis shows figures opposite each item. These figures are taken from the original stock sheets and are the retail prices for these goods. Now, Mr. Otsu sets out in Exhibit 1 that their mark-up was seventeen per cent. I do not know if it needs to be gone into, but I understand the mark-up was fifteen per cent and two per cent for freight, or something, so that we are able to compute the cost price of these goods from the selling price which we have here. Now, I think a note of explanation should be made as to the method in which the original claim was made for stock, because it was made mathematically wrong and I think we ought to show it. The total of the stock was $1,976.68 and Mr. Otsu, or someone else, at the date of evacuation, knowing that the mark-up was seventeen per cent, took seventeen per cent of the sales price and deducted it from the sales price of $1,976.68 and came to the conclusion that the balance, which was the figure for which we originally claimed $1,637.16, was the cost price. Now, that is incorrect, because the seventeen per cent is added to the cost price, it is not subtracted, and therefore he deducted more by the extent of the mark-up itself. So that the proper way to figure it would have been actually to divide the selling price by 117 and that will give the right answer. In any event, I have done so and have computed the correct cost price at $1,590.00 after I deducted the sales value of the goods

which were shipped to Mr. Otsu, as is shown in this Analysis, Exhibit 16.

MR. FERG: Mr. Cherniack, there is apparently an obvious clerical error in your claim.

MR. CHERNIACK: Yes, it is $729.81, the figures were reversed. Thank you, Mr. Ferg. As I was saying, the correct selling price of these goods is shown in the Analysis as $1,860.08. Figuring on a mark-up of seventeen per cent, the cost price of the goods, which would have sold for $1,860.08, is $1,590.00 and that then is the cost price. Now, Mr. Otsu mentions here that he authorized the sale of this stock by the Canadian Credit Men's Trust at fifty cents on the dollar as a bulk sales price. It is obvious some goods would be less than fifty cents and some more, therefore it becomes simply a matter of calculation that the goods should have been sold for half of $1,590.00, or $795.00, and the gross sales price was short of that amount. Now, as to the trucks, there are two of them and Exhibit 1 itemizes them, showing what he paid, or what the River Fish Company paid, for the two trucks, both by way of trade-in and cash. I am formally asking my learned friend to produce the Royal Canadian Mounted Police receipt and appraisals, but I do not think he has them.

MR. FERG: I have copies only.

MR. CHERNIACK: They will no doubt be produced at the adjourned hearing. Now, the first truck mentioned, a 1941 International Panel Truck, Mr. Otsu either signed transfer papers for that at the request of the Custodian

and considered that he was getting a fair market value and therefore signed the transfer papers. I am asking that the correspondence leading up to that should be filed. Now, here again I don't think my learned friend has it, but I could indicate what letters there are and possibly mention them to read into the record. There is a letter from the Custodian to Mr. Otsu dated September 2, 1942, advising them they have an offer of $825.00 and asking that the transfer papers be signed. I think this should be noted as Exhibit "I".

(Letter dated September 2, 1942, marked "I" for Identification.)

MR. CHERNIACK: The next is a letter from Otsu to the Custodian dated September 8, 1942, saying that he and Mr. Taguchi, who is one of the other officers, are in no capacity to approve, or disapprove, of this offer. The trucks were seized by your department, the valuations were filed at the office and he mentions that this truck was valued at approximately $1,150.00 after reserve for depreciation and it should sell at least for over $1,000.00. He says the police took the above size into consideration. He starts out by saying, we are not very anxious to part with the truck, but if your department insisted in disposing of it, please take the above size into consideration and sell to the highest bidder. The next is a copy of a telegram from the Custodian to Mr. Otsu, dated September 16, 1942: "875 highest bid. Kindly mail transfers forward," and I assume that the transfers were mailed, at least Mr. Otsu believes that they were.

MR. FERG: Yes, they were, we have a copy of the transfer form with Mr. Otsu's signature on it.

BY MR. CHERNIACK:

Q So as a result of that, they were moved?

A Yes.

MR. CHERNIACK: Our contention is, and it is obvious, he didn't agree to that price, he just acceded to the Custodian's request to complete the Custodian's papers. It seems at that date he was much more ready to sign than he was later on when he felt things were going too badly. In connection with the other truck, there is no mention of the sale being made by the Custodian without obtaining signatures on the transfer papers. The one shows the price paid and valuation and the claim that is made here is for the exact amount shown on the Statement of Assets and Liabilities. In view of the fact that fair market value estimated by the witness is $2,550.00, he is showing the exact amount of the book value. In connection with the general evidence which is being given now, I find some very illuminating and I would like it to go into the record. The file which I was given by the Custodian shows all the bids made for this first truck, which is a 1941 International Truck, which was apparently one year old at the date when the bids started to come in. The bids are all dated from July 22nd, July 24th, and on during the month, or the end of July 1942, and we find a bid here for $235.00 and this is a 1941 International Panel Truck. Along with that bid was a bid made on seven other vehicles and the bid was made by Frank Berto and it is shown that this

copy, which is on my file, was taken from original file 393 and it would be of interest to me, and much more than casual interest, to know if Berto ever bought anything from the Custodian, because if he did at this kind of price, it would be easy to trace all further sales. But these bids indicate the low type of bid that was made especially for vehicles and especially in view of this late model. The appraised value, according to the Custodian's memo, is $925.00, but the sales price was $875.00, or $50.00 less. When the Royal Canadian Mounted Police receipt is filed it will be found that this truck is shown as "good" and the mileage shown is 6,986. The other truck was sold for $625.00, which was the appraised value. The Royal Canadian Mounted Police Report indicates good and the mileage is 30,215. That seems to be all.

CROSS EXAMINATION BY MR. FERG:

MR. FERG: It is submitted, your honour, in this case that the real property was sold at its fair market value. It is submitted that the buildings which were involved in the Bowditch Estate, and in view of the transactions regarding the lease and the terms of the lease with Bowditch, that this property, or these buildings, were not the property of the River Fish Company and that their claim made for them cannot be sustained. It is submitted that the furniture and fixtures were sold at their fair market value and that the claim made for any articles not found due to theft or other causes while under the custody of the Custodian is excessive and

unreasonable. It is submitted that the full amount of the stock was sold and all accounted for. It is submitted in regard to the trucks that they were sold at their fair market value and, in any event, the market value must not exceed the ceiling prices in force at the time of sale. I might say with regard to the buildings and the remarks I made in connection with the submission, it will be observed that in the agreement made with the Bowditch Estate, which is filed "A" for Identification because it is a copy, it provides that in the event of a sale of the property by Bowditch during the term of the lease, which was to be for four years, that the River Fish Company would have the first option to purchase, but in the event they didn't purchase, the landlord would purchase from the River Fish Company for $1,000.00 the improvements that they had made to the property. Now, it is submitted that this condition expired in the lease in 1938 and was not renewed and therefore the buildings, and any interest in them, as provided by the lease, Exhibit "A", was lost to the River Fish Company Limited and they were no longer owners, nor had they any interest in that property. With regard to the other property that was covered by easement with the Municipality of Richmond, it is submitted that property was sold to the National Fisheries, along with the furniture and fixtures, and it is covered by that agreement, copy of which was filed as Exhibit 15.

Q Mr. Otsu, I think you told my learned friend you were the President of the River Fish Company Limited?

A Yes.

Q And you were also the General Manager of the Company?

A I was looking after the buying and selling of the fish and also of the production.

Q And you, generally, did the business in connection with the company? A Yes.

Q Who was the secretary of your company?

A T. Mineoka.

Q And your treasurer? A H. Okamoto.

Q And who was Mr. Nougchi? A I hired him as Interpreter on occasions.

Q Was he a director of the company? A No.

Q Where are your books of the company at the present time? A Mr. Wyness has them, that is, the cash book and ledger and the company seal and minutes.

Q The minute book?- A Yes.

Q What about your inventory book and your stock book?

A No, we never had any inventory books.

Q Did you keep records of your assets in books, such as your real property, furnishings and fixtures and stock, and so on? A We made an annual record of everything we had.

Q Did you keep any records in your books of real estate that the company purchased, held and owned?

A It might be in the ledger.

Q Would you keep it all in one account? A No.

Q Did you, or did you not, carry on your books the value of your real estate? A I never looked after that, Mr. Mineoka was the one who did that.

Q Do you know whether any such entries were made in your books? A I am not sure.

Q At any rate, if there is such a book with such entries, where would that book be now, Mr. Otsu?

A If it is not in the possession of Mr. Wyness, it was left in the safe at the office.

Q That is, you had a steel safe at the office of the company? A Yes.

Q And you kept your books there? A Yes.

Q Do you know if any entries were kept in books, the same kind of book as I have been asking you about, entries made of purchases of furnishings and fixtures, such as mimeograph, machines, typewriters, desks, and so on? A I am not very sure about it, but it should be in a book.

Q At any rate, the books would speak for themselves on that? A Yes.

Q But you tell me you are not sure where the books are?

A I am pretty sure they were left in the safe in the office.

Q Have you any access to the safe now?

A Mr. Gosse at the National Fisheries hired a locksmith and he opened the safe without my consent.

Q Did you have your contents in the safe at the time Mr. Gosse opened it, were your books and things in the safe when he opened it? A Yes, everything was in the safe yet.

Q Have you any idea what happened to those things?

A I heard this from Mr. Wyness, that the safe was opened, so I wrote him to investigate fully the matter.

Q Have you had any report from Mr. Wyness as to whether he got the books or not? A No.

Q This Mr. Wyness you talk about, he was your solicitor?

A Yes.

Q And he was with the firm of Wyness & Grant of Vancouver? A Yes.

Q And Mr. Wyness, as a matter of fact, was more than your solicitor, he was appointed by you at the time of evacuation, he was appointed by your company to be your attorney in fact? A Yes.

Q And he was appointed, in writing, by the company?

A Yes.

Q Have you got a copy of the Power of Attorney that you gave to Mr. Wyness? A Yes, I should have it.

Q Have you got it here? A Mr. Chemiack has it.

MR. FERG: I will ask my learned friend to produce Power of Attorney.

THE WITNESS: It is in the envelope marked "Lyness."

MR. CHERNIACK: I think I should state for the record that we have looked for that Power of Attorney and we cannot find it. Mr. Otsu states that the original must be with Mr. Wyness.

BY MR. FERG:

Q Mr. Otsu, at any rate, there was a Power of Attorney signed? A Yes.

Q And on it was the seal of the corporation? A Yes.

Q And under that Power of Attorney you authorized Wyness to do your business for you at Vancouver?

A Yes.

Q And anything that Mr. Wyness would do as an attorney in fact would be done in pursuance of that Power of Attorney, I presume? A Yes.

Q Now, with regard to your real estate, you didn't have an independent valuation made at the time of evacuation, or since? A No.

Q And you haven't had an independent valuation made of the buildings you are claiming for? A No.

Q And outside of your own valuations on the stock and furnishings and fixtures, you haven't had any valuations made? A No.

Q And on your fixtures and furnishings you made an inventory of these articles and you placed the valuations opposite them; now, are those valuations taken from your books, or the purchase price, or estimates, or what? A Mostly it was cost price.

Q Did you allow for depreciation? A No.

Q You didn't allow - the prices you have put down and the valuations are the cost price? A Yes.

Q You know that for income tax purposes on furnishings and fixtures they allow us to deduct ten per cent per annum for depreciation, wear and tear; would you say that was a correct figure? A That is the reason we placed a valuation of $2,000.00 on fixtures and furnishings.

Q Would you agree that ten per cent per annum depreciation is a fair amount in actual depreciation?

A It depends on the article, some might depreciate more and others not as much.

Q Would you say the average, taking the average, or an overall picture, would ten per cent be a reasonable amount? A Yes.

Q And you say that you valued your furnishings and

fixtures at a lump sum of $2,000.00?

A That was taken from the book value and was okayed by the Income Tax Inspector.

Q That was okayed by him? A Yes.

Q And you were satisfied with that, $2,000.00?

A No, I am not satisfied with it, but that was the book value.

Q And that is what you carried the furnishings and fixtures on your books at, $2,000.00? A Yes.

Q Now, these buildings that you are claiming for were built over the water? A Yes.

Q Did that cover your store and warehouse and all the buildings you are claiming for were built over the water? A Not the store and the office building.

Q And the foundation of it was piles? A Yes.

Q And in the event that you had to remove the building, it would have to be torn down, wouldn't it?

A Yes.

Q And the water that you say these buildings were built over, is that the Fraser River? A Yes.

Q And the Fraser River is a navigable stream?

A The property where the buildings were situated was not the main channel of the Fraser River.

Q But it was affected by the tides? A Yes.

Q Now, with regard to the agreement to sell the furnishings and fixtures, you agreed to allow Anderson to take them at a fixed figure of $875.00, you were agreeable to Anderson taking your fixtures and paying a net sum of $875.00? A Yes.

Q And you were getting more money in a sale of fixtures

to Gosse? A I think the amount I received from Mr. Gosse was less than I got from Mr. Anderson.

Q Now, I just want you to tell me why.

A The $875.00, that was the minimum that Mr. Anderson guaranteed to me and he told me he could get more and there was quite a lot of articles not included in the $875.00.

Q How do you mean there was a lot of articles not included in the $875.00, what was the difference in the inventory?

A Most of the store fixtures are not included in the $875.00.

MR. CHERNIACK: He didn't itemize them.

THE WITNESS: One typewriter, two adding machines, a cheque protector, a safe.

BY MR. FERG:

Q Those were not included in the inventory to Anderson?

A No.

Q In any event, there were some articles that you had removed, or had authorized to be sold, will you just tell us what was taken out of the stock before sale to Gosse, that is out of the furnishings I mean?

A I never removed anything. One scale was sent to one of the directors.

Q Worth how much money? A Cost price was $30.00.

Q And you authorized the sale of another article, the mimeograph machine for $75.00? A That was bought for $150.00.

Q Bought for $150.00 and you authorized the sale of it at $75.00? A Yes.

Q That is, the directors authorized sale at $75.00?

A Yes.

Q Now, with regard to your trucks, these trucks, what did you use the 1941 truck for? A For local delivery.

Q Did you have a hired driver? A Yes.

Q And the truck had hard usage? A I was always after the driver not to use it roughly.

Q But he was using it rough? A No.

Q It was necessary for you to be after him all the time to take care? A He was always watched at the week-ends and it was greased up by the employees of the River Fish Company Limited.

Q With regard to the 1939 truck, that is the other one - when you bought the truck in 1941 there was a trade-in deal? A Yes.

Q You traded one truck in and got another? A Yes.

Q Was there any particular valuation placed on the trade-in truck? A Yes, the truck that was traded in was a Ford and on top of that I paid $1,000.00.

Q With regard to the 1939 truck, what was that used for?

A It was used to haul fish to Vancouver.and then to bring back store stuff from Vancouver to Steveston.

Q And you had a hired driver operating it? A Yes.

Q Now, going back to the cost price of these buildings, did you build the buildings yourself, did the company build the buildings? A Yes.

Q And you purchased the material, that is, the company did and hired the labour? A Yes.

Q Was the cost entered in your books? A The cost of material was entered into the books and the supervising

carpenter was entered into the books, but the other helpers were helping on it when the fishing season was slack and they were hired by the River Fish Company Limited all the year around.

Q They were regular employees? A Yes.

Q Their wages would be entered into the books?

A Yes.

Q And were they entered into the books to the cost of this particular building? A No.

Q Can you tell us how old these buildings are?

A The two-thirds that was added to the main warehouse, one-third was done in 1931 and the other third in 1933.

Q And the store and office was built when?

A I think around 1935 or 1936.

MR. FERG: That is all the questions, your honour.

MR. CHERNIACK: Your honour, my learned friend made a statement when he first began to speak in reference to the buildings. The statement was something to the effect that the right of the River Fish Company to the buildings was lost to the River Fish. I would like to make a submission in that respect, if it was lost, it was lost while in the custody and control and management of the Custodian. I find in taking this matter up with my learned friend that there were a number of fairly important documents which were not included in this original file given to me by the Custodian. I am certain it wasn't done with any intent, it was just that they tried to strip this file down to the bare essentials, but I would like to record the fact that there were certain things in the file which

Certified to be a true and accurate transcript.

MARK H. PEARCE, Sr.,
OFFICIAL REPORTER.

CERTIFICATE

I, the undersigned Sub-Commissioner, hereby certify that the foregoing 57 pages of typewritten matter contain a true and accurate record of the Sub-Commission held in the Law Courts Building, Winnipeg, Manitoba, at the time and date first above mentioned.

SUB-COMMISSIONER.

Certified to be a true and accurate transcript.

MARK H. PEARCE, Sr.,
OFFICIAL REPORTER.

CERTIFICATE

I, the undersigned Sub-Commissioner, hereby certify that the foregoing 57 pages of typewritten matter contain a true and accurate record of the Sub-Commission held in the Law Courts Building, Winnipeg, Manitoba, at the time and date first above mentioned.

SUB-COMMISSIONER.

Case No. 954-C.

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

ACKNOWLEDGED

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME River Fish Company Limited (RCMP) Reg. No.
(Print) Surname Given Name

(2) Pre-Evacuation Address Steveston, B.C.

(3) Present Address c/o Genji Otsu, 341 Flora Avenue, Winnipeg, Manitoba.

(4) REAL ESTATE

(a) Street Address (if any) Steveston, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot 5 Sec. 18, Block 3N Range 6W Map 6195
Lot 6 excepting Easterly 2 acres, Sec. 18 Block 3N, Range 6W Map 6195
Lots 6 and 7, Block 2, and Lots 6, 7, 8, Block 3, Sec. 18, Block 3N
Range 6W Map 693.

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
(ii) Residence Type of business
(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.)

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - - $ 2450.00
(ii) Buildings - - - - - - - - - - - - - - - - - $ 2900.00 (see attached sheet)
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 5350.00
(v) Amount at which Custodian sold property and credited your account - - $ 3423.75
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1926.25

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
Steveston, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
Turned over to Custodian

(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") In care of Custodian

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

			Net Loss
1.	Acct. Receivable from National Fisheries Ltd.	Estimated Value $ 3613.65	
2.	Furniture & Fixtures per itemized list dated	Estimated Value $	
3.	April 30, 1942 & attached hereto	Estimated Value $ 3976.20	
4.	Amt. received by Custodian	Estimated Value $ 1632.41	2343.79
5.	Stock as per itemized list dated April 30, 1942	Estimated Value $	
6.	and attached hereto	Estimated Value $ 1637.16	
7.	Amt. received by Custodian	Estimated Value $ 644.89	992.27
8.	1939 International Truck & 1941 International panel truck	Estimated Value $	
9.		Estimated Value $ 2433.03	
10.	Sold International $625 & " " $875.00	Estimated Value $ 1500.00	933.03
		TOTAL CLAIM FOR PROPERTY LOSS $	7882.74

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) - $ 9808.99

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

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

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

DOMINION OF CANADA)
Province of Manitoba)
TO WIT:)

I, Genji Otsu of the City of Winnipeg in the Province of Manitoba

DO SOLEMNLY DECLARE THAT: I am the President of the River Fish Company Limited 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 Winnipeg in the Province of Manitoba this 12th day of January A.D. 1947.8

The River Fish Co. Ltd.,
Per Genji Otsu President

A BARRISTER AT LAW ENTITLED TO PRACTISE IN THE PROVINCE OF MANITOBA. 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.

Per Item (e)

Buildings on Bowditch property at foot of No. 2 Road, Richmond.

Main Warehouse	$1000.00
Store and Office Building	700.00
Mess House	200.00
Large Garage	500.00
	$2400.00

Building on Richmond Municipality property at end of No. 2 Road

2 Warehouses	$ 500.00

April 30, 1942.

River Fish Co Ltd

OFFICE

Quantity		Furnitures & Fixtures	Valuation
	1	National Cash Register	$250.00
	1	Office Desk and Chair	20.00
	1	" " " "	20.00
	1	" " " "	20.00
1	1	" " " "	15.00
	1	" " " "	10.00
	1	Typewriter (Remington)	175.00
	1	Memeo Duplicator	150.00
	2	Steel Files @15.00	30.00
	3	Counter Desks @10.00	30.00
	1	Safe	250.00
	1	Sawdust Burner Stove	25.00
	1	Franklin Stove	10.00
	1	Burrough's Portable Adding Mach.	125.00
	1	Remington Adding Machine	70.00
4	4	Desk Lamps @1.50	6.00
	1	Marvel Puncher	.50
	2	Book Cases @20.00	40.00
	1	Cabinet	10.00
	1	Electric Clock	5.00
	1	Typewriter Desk and Chair	10.00
	14	Chairs @1.25	17.50
	1	Mimeo Duplicator Table	3.00
	1	Union Jack Ensign & Frame	5.00
	1	Stapler	1.00
	1	Protectograph	50.00
	1	Champion Scale	30.00
	5	Ink Pots @1.00	5.00
	1	Water Pump	25.00
	1	Pencil Sharpener	3.00
	2	Letter Rack @15	1.50
	3	Waste Paper Baskets @60	1.80
	1	Fish Tag Cabinet with Tags 50 Tags for 150 Book: 6500 @8.	~~60.00~~ 215.00

April 30, 1942.

Quantity		Fixtures	Valuation
1		Show Case	$25.00
2		Boxes on Caster @5.00	10.00
7		Steel Camp Beds with Mattress	70.00
1	roll	Wrapping Paper	2.00
1		Coleman #16 Heater	18.00
1		Feather Duster	1.00
1		Grease Gun (Almite #6637)	3.50
20	lbs.	#11 Chaseis Grease @35 Per lb	7.00
5	Bdles.	2 Pms - 30 x 40 - DD50 #1 Kraft Paper	
3	"	Tissue Paper	
11	Rolls	Cotton Cloth for Rice Sack @2.00 per roll	22.00
600	Pc.	Rice Bag inside @1.	6.00
		Stove Fixtures	

1		Stove #13 Renown	10.00
1		Table	~~9.00~~
3		Chairs @75	~~225~~
1		Table	
24		Plates	
36		Stem Glass	
36		Cup & Saucer	
12		Plates (Soup)	
6		Salt Shaker	
14		Talbe Spoons	
36		Tumblers	
10		Knives	
10		Forks	
12		Sugar Bowls	
6		Water Jugs	
6		Glass Bowls	
18		Plates	
6		Milk Bowls	
1		Herald Stove #125	

100.00
Kitchen Utensils

WAREHOUSE April 30, 1942.

Quantity	Fixtures	Valuation
6	Flat Fish Trucks @15.00	$90.00
5	Hand Trucks @10.00	50.00
1	Power Motor (Conveyer)	300.00
1	Conveyer & Equipment 10 H.P.	250.00
1	Hand Derick with Box	175.00
~~6 Pcs.~~	~~Large convas cover $50.00~~	~~225.00~~
2Pcs.	Large convas cover $50.00	100.00
3	Platform scale with boxes @75-	225.00
2	Water Pump with pipe and Hose etc.	150.00
2	Kedge anchor 300 lbs. each and 2 cables	50.00
1	Truck Tire	15.00
30 Bdls.	Salmon Box Wire $2.50	75.00
12 Keg.	900 lbs. Salmon Bos Nail 3.00	36.00
1	Rice Machine , motor and Equipment 3H.P.	350.00
6	Rice Box on Caster $5.00	30.00
10	Fish Pike @85	8.50
2	Fish Washing Tanks @10.00	20.00
2	Scoop (Aluminum) for Ice @2.50	5.00
40 sk.	Salt ~~4~~gd. @80 pr. sack	32.00
3	Fish Table	
2	Truck's Tools (Jack Wrench, Hammer, Axes.)	10.00
3	Wire Binder	~~48.00~~
1	Life Saver	3.50
1 Keg.	Salt Peter	13.50
14	Baskets @35	4.90
2	Peavies @3.00	6.00
5	Oil Measuring Can	
4	Brushes	
4	Brooms	
4	Ice Shovels	
1	Gas Drum Pump	
3	Funnels	
1	Saw	
2 pc.	Manila Rope	15.00
	Lumber for 2 Scow roofs and sides	50.00
1 pr.	Truck chain for Wheel	10.00
	Salt Salmon Boxes }	50.00
	Salt Salmon Roe Boxes }	

Total 3976.20

INVENTORY

April 30, 1942.

RIVER FISH COMPANY LIMITED.

(1.)

Quantity	Article	Price	Amount
91 Pkgs.	Wari Bashi Box No. 1 and 2	.20	18.20
16 Prs.	Asahi Tabi Size 4 Box No. 3	1.15	18.40
5 Box	Du Barry Cream	6.60	33.00
2 "	Three Flower Cream	3.30	6.60
8 Only	Gillette Lather Cream	.50	4.00
4 "	" Shaving Set	.53	2.12
57 "	Pal Razor Blades	.10	5.70
1 "	Valet Shaving Set	.68	.68
1 "	Pacific Clipper	1.85	1.85
2 "	Hair Clipper	.90	1.80
1 "	" "	.80	.80
2 "	Lighter	.70	1.40
21	Three Flower Cream	.55	11.55
	Box No. 4 Total Am't.		69.50
8			
20 Pkgs.	Kleenix Box No. 5	.14	2.80
16 Only	Thermos Bottle Box No. 6	.65	10.40
4 Only	Thermos Bottle Box. No. 7	.65	2.60
17 Pkgs.	Royal Crown Soap Pdr.	.22	3.74
15 Cakes	" " "	.04½	.68
	Box. No. 8 Total Am't.		4.42
6 Pkgs.	Royal Crown Soap Pdr.	.22	1.32
13 "	Rinso	.26	3.38
	Box No. 9 Total Am't.		4.70

131.02

Quantity	Article	Price	Amount
55 Cakes	Royal Crown Soap	.04½	2.48
72 "	Sunlight Soap	.06	4.32
2 "	Bon Ami Powder	.15	.30
	Box. No. 10 Total		7.10
49 Cans	Gillette Lye	.13	6.37
11 Cakes	Bon Ami	.14	1.54
7 Cans	Drano	.30	2.10
15 "	Snap	.20	3.00
6 "	Coat off Cleaner	.17	.85
	Box No. 11 Total		13.86
4 Only	Lunch Kit	.85	3.40
5 "	Toishi	1.90	9.50
4 Cans	Age Abura Small	1.15	4.60
	Box No. 12 Total		17.50
14 Cans	Johnson's Wax	.63	8.82
5 "	Old English Wax	.55	2.75
7 "	Flow Easy Wax	.30	2.10
2 "	Shinola Wax	.25	.50
5 "	Oh Flex Polish	.16	.80
	Box No. 13 Total		14.97
5 Only	Rising Sun	.14	.70
20 "	Non Such Stove Polish	.19	3.80
6 "	Nugget Shoe Polish	.18	1.08
11 "	2 in 1 Polish	.20	2.20
3 "	O Cedar Polish	.49	1.47
2 "	Cigarette Machine	.65	1.30
10 "	" " Mayo	.29	2.90
4 "	Cig. Pipe	.80	3.20
4 "	Thermo Pack	.42	1.68
	Box No. 14 Total		18.33

202.78

Quantity	Article	Price	Amount
6 Cards	Sun Goggle	2.40	14.40 ✓
1 "	" "	1.80	1.80 ✓
9 "	" "	.70	6.30 ✓
4 "	" "	.40	1.60 ✓
	Box No. 15 Total		24.10 ✓
175	Wax Paper (Folders) Box No. 16 and 17	.09½	16.63 ✓
150 Only	Shamoji Box No. 18	2-5¢	7.50 ✓
180 (2 Case)	Tawashi Box No. 19 and 20	.10	18.00 ✓
50 Only	Otama Shukushi Box No. 21	.05	2.50 ✓
144 Only	Table Mats Box No. 22	.10	14.40 ✓
120 Pkgs.	Nori Box No. 23	.40	48.00 ✓
12 Doz.	Gloves "S" Box No. 24	1.90	22.80 ✓
11 "	Gloves Box No. 25	1.90	20.90 ✓
10 Pkgs.	Canada Corn Starch	.11	1.10 ✓
28 "	Baking Soda	.12	3.36 ✓
15 "	Castille Soap	.23	3.45 ✓
	Box No. 26 Total		7.91 ✓

385.52

(4)

Quantity	Article	Price	Amount
8 Case	Lamp	2.50	20.00
5 Only	"	.40	2.00
5 "	"	.25	1.25
7 "	" 200 Watts	.75	5.25
9 "	" 150 "	.42	3.78
16 "	" 75 "	.18	2.88
6 "	" 15 "	.22	1.32
11 "	" 10 "	.22	2.42
24 "	" 7½ "	..12	2.88
	Box No. 27	Total	41.78

427.30

(5)

FOOTWEAR (1)

Quantity	Article	Price	Amount
2 prs.	Women's Over Shoe	1.50	3.00
1 pr.	" " "	.95	.95
1 "	Men's Shoes	3.95	3.95
1 "	" "	4.45	4.45
1 "	" "	4.70	4.70
1 "	" "	4.70	4.70
1 "	" "	4.90	4.90
2 "	Women's Over Shoes	.85	1.70
1 "	Boy's Shoes	4.10	4.10
2 "	Womens over shoes	.95	1.90
1 "	" " "	.85	.85
1 "	" " "	1.15	1.15
1 "	Sisman Scamper	2.14	2.14
1 "	Boy's Shoes	2.65	2.65
3 "	Women's Zipper	1.02	3.06
1 "	Men's Scamper	2.14	2.14
2 "	Women's Whizz	2.10	4.20
1 "	" "	1.50	1.50
1 "	" Fur Trim Zipper	3.10	3.10
1 "	Childs' Shoes	1.95	1.95
1 "	" "	2.40	2.40
1 "	Women's White Oxford	2.20	2.20
1 "	Child's Shoes	1.80	1.80
1 "	" "	2.50	2.50
1 "	Boy's Shoes	2.65	2.65
2 "	" "	2.70	5.40
1 "	" "	4.10	4.10
2 "	Boy's Gadder	1.87	3.74

(6)

FOOTWEAR (2)

Quantity	Article	Price	Amount
1 Pr.	Sisman Scamper	2.15	2.15
1 "	Child's Shoes	2.00	2.00
1 "	Women's Shoes	2.35	2.35
1 "	Women's Over Shoes	.85	.85
1 "	" " "	.81	.81
2 "	" " "	1.05	2.10
1 "	Boy's Shoes	2.55	2.55
1 "	" "	2.70	2.70
1 "	" "	2.65	2.65
1 "	Canvas Shoes	.91	.91
1 "	" "	1.00	1.00
1 "	" "	.65	.65
1 "	" "	1.35	1.35
1 "	Girl's Shoes	1.87	1.87
1 "	Over Shoes	.80	.80
1 "	Canvas Shoes	1.00	1.00
1 "	Women's Shoes	2.10	2.10
1 "	" "	.85	.85
1 "	Girl's Shoes	2.05	2.05
1 "	Baby's Shoes	1.60	1.60
1 "	Women's Slipper #467	1.15	1.15
1 "	Men's Shoes #1005	4.90	4.90
	Total		$120.27

547.57

7

DRY GOODS (1)

Quantity	Article	Price	Amount
30 Yds.	Window Curtain #760	.32	9.60
34 "	" " 205	.36	12.24
40 "	" " 572	.25	10.00
24 "	" " 754	.37	8.88
10 "	" " 760	.32	3.20
15 "	" " 205	.36	5.40
2 "	" " "	.10	.20
15 "	" " " 572	.25	3.75
5 "	" "	.38	1.75
10 "	" "	.37	3.70
20 "	" " 719	.42	8.40
26 "	" " "	.42	10.92
21 "	" " "	.42	8.82
4 Only	Bed Spreads	4.25	17.00
38 "	Pillow Cases	.38ea.	14.44
4 Prs.	#088 Pants 1/36,3/38	5.05	20.20
1 "	#081 "	4.25	4.25
1 Only	Girl's Shorts Size 28	.50	.50
1	Khaki Over Shirt #0562	1.30	1.30
2	" " " 0554	.90	1.80
1 Only	Carpenter's Apron	1.15	1.15
1 "	Girl's Sweater	3.50	3.50
1 "	Men's Windbreaker	4.55	4.55
2 Doz.	Terry Towels	.34	8.16
17 yds.	Pillow Case Cloth	.37	6.29
1 Only	Men's Coverall #028	1.90	1.90
1 "	#71 Boy's Comb. U/w.	1.25	1.25

8

DRY GOODS (2)

Quantity	Article	Price	Amount
1 Only	Women's Coverall	1.15	1.15
2	#71 Boy's Comb. U/wear	1.10	2.20
1	#95 Men's " "	3.95	3.95
1 Pr.	Men's Pref. " "	2.50	2.50
1 "	" #71 " "	1.20	1.20
1 "	Boy's Drawer #71 S 24	.60	.60
2 "	Zimmerknit Drawers	.42	.84
3 Only	Bath Mat	.85	2.55
1 "	Baby's Blanket	.66	.66
6 "	Glass Case	.15	.90
1 "	Boy's Suspender	.80	.80
5 "	" Belts	.34	1.70
2	Tiger Suspenders	.57	1.14
2 Only	Lady's Straw Hat	.33	.66
8 "	Men's " "	.35	2.80
19 "	" Neck Tie	.75	14.25
45 "	P.K. Royal Cap	.28	12.60
2 "	White Cap	.27	.54
1 "	Boy's Cap	.95	.95
1 "	Sun Shade	.29	.29
20 "	Window Blinds	.95	19.00
4 "	Dish Towel	.34	1.70
5 "	Terry Towels	.12	.48
2 "	Shoe Lace	.03	.06
5 Yds.	Oil Cloth	.35	1.75
20 "	Brown Oil Cloth	.70	14.00
15 "	Oil Cloth	.35	5.25
			$267.67

815.24

(9)

ENGLISH PROVISIONS (1)

Quantity	Article	Price	Amount
2 Case 24/1	Rockwood Cocoa	.14	6.72
9 Cans	Mazola Oil	2.00	18.00
6 "	Rockwood Cocoa 2 lb.	.28	1.68
4 "	" " 1 lb.	.14	.56
3 "	Fry's Cocoa ½ lb.	.22	.66
6 "	Nabob Coffee	.53	3.18
9 lbs.	" Tea	.78	7.02
18 Cans	Crisco 1 lb.	.27	4.86
2 "	" 3 lb.	.75	1.50
3 Pkgs.	Icing Sugar	.18	.54
10 Cans	Karo Syrup	.17	1.70
22 Bottles	Certo	.25	5.50
3 Cans	Orange Marmalade	.40	1.20
9 "	Magic Baking Powder	.23	2.07
21 Btt.	Orange Marmalade	.28	5.88
2/5 lbs.	Lard	1.10	2.20
47 Cans	M.B. Baking Powder	.20	9.40
33 "	Clam Chowder	.12	3.96
39 Bottles	Flavouring Extract	.24	9.36
11 Cans	Black Pepper	.07	.77
6 "	Cinnamon	.07	.42
3 "	Cayenne	.07	.21
3 "	Ginger,Nutmeg,White Pepper	.07	.21
3 Bottles	French's Mustard	.10	.30
3 Pkgs.	M.B. Ginger Spices	.27	.81
3 Cans	Manitoba Honey	.25	.75
3 "	Aunt Dinnah Molasses	.22	.66
			$90.12

905.36

(10)

PAINTS (1)

Quantity	Article	Price	Amount
26 Only	¼ gal. Woolsey Copper	1.15	29.90
15 "	½ " " "	2.15	32.25
7 "	1/8 Gal. Rogers Blk. Enam.	.85	5.95
2 "	1/8 " Spanish Red	.50	1.00
2 Bottles	Gold Paint	.15	.30
1 Only	1/16 Gal. Lagoline Paint	.40	.40
1 "	1/8 " Bapco Yellow Enam.	.60	.60
1 "	1/8 " Ramsay's Paint	1.05	1.05
1 "	¼ " Multi-use Enam.	1.50	1.50
5 Only	Streamline Brushes 1 in.	.13	.65
7 "	" " 2 in.	.43	3.01
2 "	Miracle Brush 3 in.	1.60	3.20
			$79.81

ROPES AND TWINES

50 lbs.	Japanese Twine	.50	25.00
36 "	Seine Twine	.48	17.28
8 "	Hard Seine Twine	.50	4.00
8 "	½" Cotton Rope	.43	3.44
30 "	Manila Rope	.32	9.60
			$59.32

1.044.49

(11)

STATIONERY (1)

Quantity	Article	Price	Amount
6 Pkgs.	Pencil King and Queen	2.75	16.50
6 "	Crayola Crayons	.95	5.70
4 "	Andes Pencil	3.00	12.00
68 Box	Crayons	.09	6.12
5 Pkgs.	Blotters	.08	..40
20 Doz.	Note Books	.45	9.00
14	Tablet	.08	1.12
8	"	.13	1.04
18	Scrap Book	.18	3.24
48	Pencil Sharpeners	.05	2.40
5	Tenastine Cement	.12	.60
3 Bttles.	Peerless Paste	.08	.24
2 Only	John Bull Repair Oitfit	.25	.50
10 Bttles.	Hold Fast Cement	.20	2.00
10 Cans	Music Needle	.10	1.00
8	Scholars Sets	.24	1.92
1	Clock	6.25	6.25
			$70.03

1114.52

(17)

MISCELLANEOUS

Quantity	Article	Price	Amount
4 Box.	Herbert Tareyton Tob.	3.10	12.40
3 "	" " "	1.55	4.65
3 Sets	Japanese Trays	3.75	11.25
7 Only	Hitsu Medium	2.25	15.75
10 "	" Small	1.90	19.00
7 "	" Large	2.50	17.50
1 Box	Reckitts Blue	1.80	1.80
1 Only	Coleman Lantern	6.20	6.20
8 "	Flower Pots	.60	4.80
12 Prs.	Rubber Gloves	.20	2.40
			$95.75

OK

1210.27

Quantity	Article	Price	Amount
1	Crocker Cover 4 gal.	.35	.35
1	" " 8 "	.65	.65
42 doz.	White Cup and Saucer	1.10	44.20
2½ "	Heavy Cup and Saucer	.25	7.50
9 Set	Futatsuki Domburi	.21	1.89
3 Roll	Tomahawk Tarred Paper	2.05	6.15
1 "	" " "	2.05	2.05
5½ doz.	Fancy Cup and Saucer	1.40	7.70
170 Pc.	White Saucer Only	.55	6.60
8 "	" Cup Only	.05	.45
2 Set	23 Pc. tea set #1858	3.40	6.80
4	D100-2 Bowl	.63	2.52
5 Set	448-1126 Bowl	.63	3.15
4 "	448-1127 "	.63	2.52
5 "	102-3 "	.63	3.15
5 "	44-1123 "	.63	3.15
24	Bamboo Broom	.15	3.60
4	Peeling Knife	.10	.40
7	Tea Pot	.60	4.20
2	" "	.50	1.00
9 Pc.	Plain Saucer	.05	.45
1 "	Glass Bowl	.45	.45
3 doz.	Glass Tumbler	.85	2.55
4 "	Japanese Dish	.95	3.80
3 Only	Tea Pot #17-245	.28	.84
9 "	Broom	.30	2.70
7 "	"	.50	3.50
16 Bottles	Mitsukan-su	.35	5.60
4 "	Raspberry Vinegar	.35	1.40
10 "	Syrup	.30	3.00

Quantity	Article	Price	Amount
6 Bottles	Snow White	.05	.30
2	Glass Wash Board	.52	1.04
1 Case	Hardware Mixed		198.77
6 Roll	Barette Anchor Bldg.P.	1.05	6.30
1 "	Wall Felt 16 oz.	4.00	4.00
1 "	Carpet Felt 16 oz.	4.00	4.00
400 lb.	Daizu	.10	40.00
3 Case	Mitsukan Vinegar 48ea.	.35	50.40
5	Lantern Plain	.95	4.75
210 sq.yd.	Inlaid Carpet	1.48	304.50
6	Boat Stove Frame	.20	1.20
41 pc.	6" Black Stove Pipe	.21	8.61
2 "	6" " " Elbow	.28	.56
1 "	Galv. Roof Plate	.65	.65
1 "	" 4" Pipe	.21	.21
2 "	" 4" Pipe Top	.35	.70
1 Only	Kitchen Chair	1.70	1.70
4 gal.	Pickling Vinegar	.55	2.20
			$762.21

1972.48
less 17% 335.32
1637.16

BC-750-P

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

EXHIBIT No. 954C-2
DATE Sept. 28/48
FILED BY Claimant.

Farm Appraisal Report

File No. JL-612

Land Description Lots 5 & 6, Subdiv.of a 14.4 ac.pt.of W½ Sec.18,Blk.3,N.,R.6,W., Map 6195.
(No house number) Containing (Lot 5-5.21 acs. (Lot 6-5.5 " - 10.71 Acres

Owner's Name RIVER FISH CO. LTD. Post Office Address Steveston P.O., B.C.

Nearest Rail Point Steveston, B.C. Distance 1¼ miles.

Market Town (Good local deliveries) Vancouver - Distance 10 "

Church (give denomination) All within Distance 3 "

Nearest School Steveston Distance 1¼ "

State how property was identified: Roads, map and posts.

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

Has legal access on Lulu St. & Wharf Street; both are on the dyke, clay surfaced.

Is this district a good one? Yes. Both large and small farms.

Employment opportunity Varied - Fishing; canneries; farms & industrial along River

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: N.E. & West line -generally very fair. Value $

Water supply: City water is installed. Value $

8837

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
Lot 5 HOUSE	24 x 33	Frame	18'	Shgl.	2	Cement	Good	1600.00
Lot 6-House	27 x 30	"	16'	"	2	"	"	1500.00
BARN	x	(with 2 small crude leanto sheds)						
	x							
BARN	x							
	x							
GRANARY	x							
Shed	12 x 20	Rough Lbr.	10'	Shgl.	2	Wooden	"	40.00
	x							
Shed	18 x 24	" "	10'	"	2	"	"	50.00
	x							

Electric light in both houses.

Total present day value $ 3190.00

Total Value Buildings add to farm $ 3000.00

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? Both had been occupied. Both houses are closely boarded up. I was only in the house on Lot 5. $

Describe the basement and chimneys: Full basement. Brick chimney to ground.

No. rooms downstairs? Estimated 4 & toilet Upstairs? 2 How finished Shiplap.

Are buildings painted? No. Condition of paint -

Distance from nearest bush All clear.

Note:- Door was open, in building on Lot 6, to basement.

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
10.71	Flat	Good silty clay-1'	Merging to good clay.	Oats; raspberries; strawberries & potatoes.	200.	2,142.00

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE

Area Unsuitable for Cultivation.

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

Total value of Land $ 2,142.00

Total added by buildings to value of farm $ 3,000.00

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

Total value of farm $ 5,142.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Lot 5 has been rented for many years to Mr. H.A. Howse, adjoining. He rented Lot 6 this year. This is very weedy now. Strawberries are practically choked & could be cut over for hay.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Each lot would make nice small holding, though both houses are on Lot 6.

Noxious weeds:
Mostly annuals - not bad.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:
Corporation of the Township of Richmond.

Lot 5 - ?; Lot 6 - $93.06.
(Subject to Lulu Island West Dyking Charges)

Date: July 22, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 21 day of July 1942.

Inspector's Signature "T. GODFREY"

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

Farm Appraisal Report

JL-612 - RIVER FISH CO. LIMITED

Remarks: Mr. H.A. Howse,(S.S.) of Steveston informs me that he is renting the properties, also Lot 4 adjoining on the N.W. corner, and is paying $100.00 cash, plus the Taxes, and that this includes a small patch of logans in Steveston. Howse states the young raspberry patch is not included and also an acre around the houses. Both houses are practically new and hardly movable. Y[illegible], they are both built on Lot 6; this is perhaps rather a fault and it may be debatable if carrying values through is justifiable.

As stated, real road access by vehicle would be difficult when wet. No gravel yet laid on roads.

(FOR ORCHARD LANDS ONLY)

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

The land is good land.

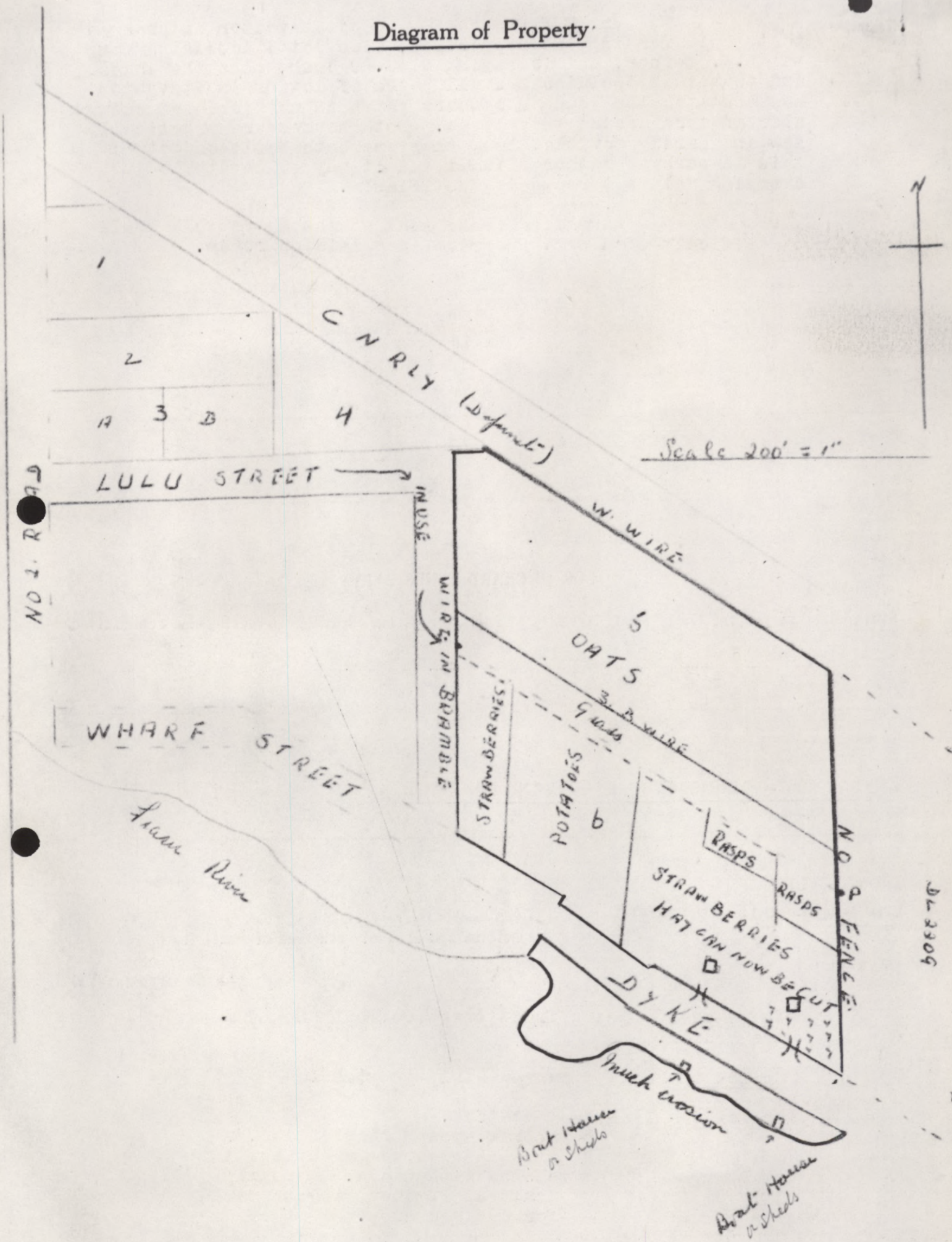
ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

	Present Value
There are 30 young fruit trees set out around the houses.	$
On Lot 5 - Oats & narrow strip in grass.	$
On Lot 6 - 1½ acres potatoes.	$
⅔ " approx.-young raspberries.	$
⅓ " Strawberries,now practically choked with weeds. Extremely doubtful if they will be saved for another crop.	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 5100.00

Date 25th July 19 42.

"I.T. BARNET"

District Superintendent.

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

Farm Appraisal Report

File No. JL-612

Land Description Lots 6 & 7, Blk.2, Sec.18, Blk.3,N.,R.6,W., Map 693.

Containing 0.4 Acres

Owner's Name RIVER FISH CO. LTD. Post Office Address Steveston P.O., B.C.

Nearest Rail Point Steveston - B.C.E. Rly. Distance 1¼ miles.

Market Town (Good local delivery) Vancouver - Distance 10 "

Church (give denomination) All within Distance 2 "

Nearest School Steveston Distance 1¼ "

State how property was identified: Posts, roads, dyke and map.

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

Yes. Legal access is Lulu St. Dirt Road on top of Dyke; good if dry.

Is this district a good one? Good farms, large and small, close by.

Employment opportunity Varied. Fishing;farms;canneries; & Vancouver industrial.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Wire and brambles. Value $

Water supply: City water available. Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	x							
	x							
	x							
BARN	x	NO ASSESSABLE BUILDINGS						
	x							
BARN	x	Just a crude small packing shed.						
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Electric light available on No. 2 Road nearby.

Total present day value $ -

Total Value Buildings add to farm $ -

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

$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
.4	Flat	Good silty clay, 10" - 1'	Good clay	Oat Hay	200.00	80.00

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE
NOTE:- Two lots are used by Trivett.				

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE

Area Unsuitable for Cultivation.

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

Total value of Land $ 80.00

Total added by buildings to value of farm $ -

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

Total value of farm $ 80.00

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

Mr. J. Trivett, a local employee, tells me he has put oats in, for hay, for several years; pays nothing.

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

Just a home site.

Noxious weeds:

Controlled by oats.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

Corporation of the Township of Richmond.
1942 Taxes - $5.94.
(Subject to Lulu Island West Dyking Charges).

Date: 28th July 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 25 day of July 19 42

Inspector's Signature "T. GODFREY"

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

JL-612 - RIVER FISH CO. LIMITED.

Farm Appraisal Report

Remarks: Part of a Sub.Div. foot of No. 2 Road near River. No dearth of similar lots without buildings on the Island. Was cropped to oats 1941-1942 by Mr. J. Trivett. He is a local employee and tells me has had the use of the Lots for several years and has not paid any rent.

Nothing attractive about the property. Ditch and Dyke are boundaries.

Oats are controlling weeds.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

Present Value

..... $.....

..... $.....

..... $.....

..... $.....

..... $.....

..... $.....

..... $.....

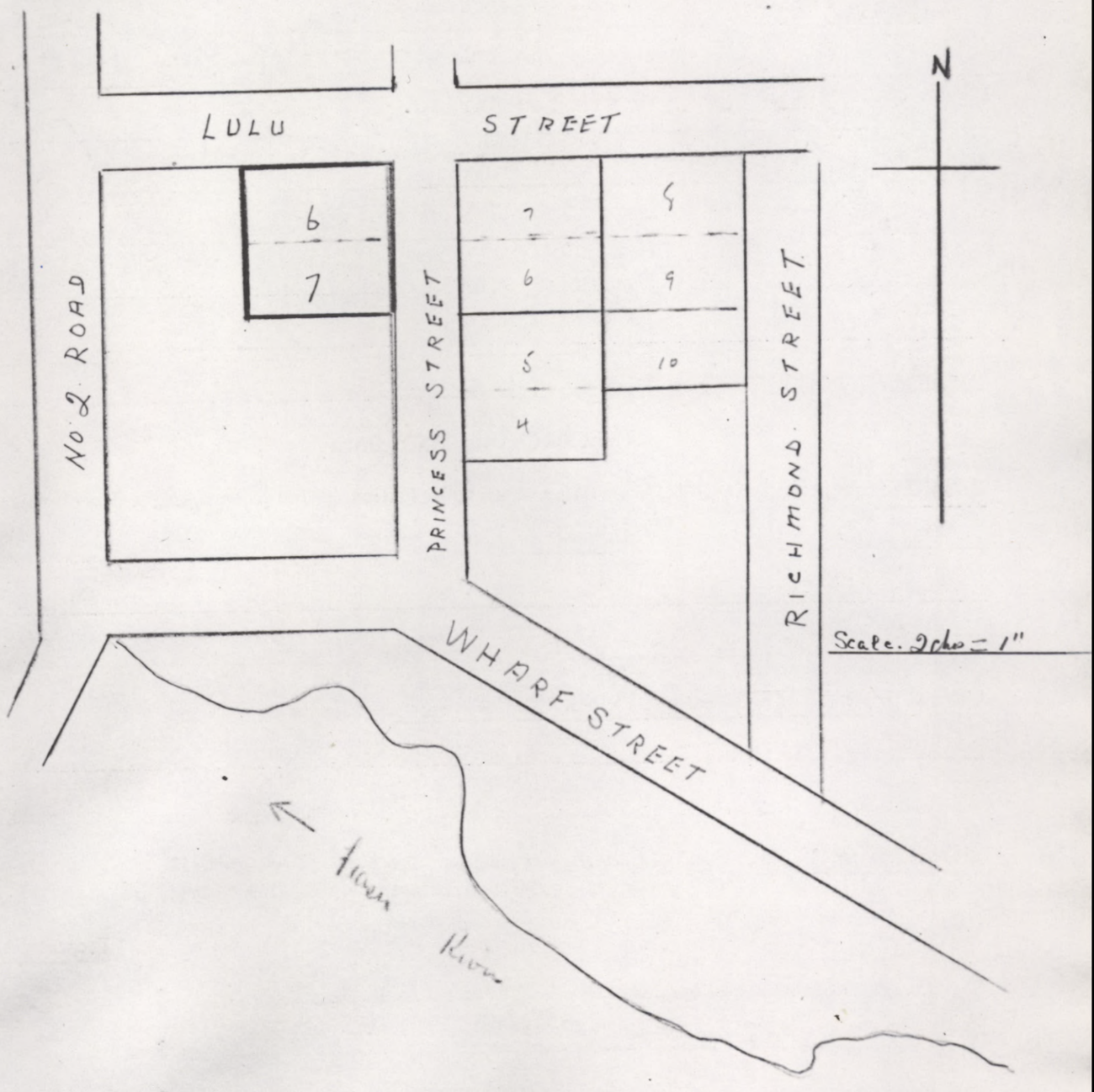
..... $.....

..... $.....

Total $.....

Amount fruit trees add to value of farm $.....

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 100.00

Date 29th July 19 42.

"I.T. BARNET"

District Superintendent.

Farm Appraisal Report

File No. JL-612

Land Description Lots 8 to 10 inclusive, Block 3, Sec.18, Bk.3,N.,R.6,W., Map 693.

Containing .60 Acres

Owner's Name RIVER FISH CO. LTD. Post Office Address Steveston P.O.

Nearest Rail Point Steveston - B.C.E.Rly. Distance 1¼ miles.

Market Town (Good local deliveries) Vancouver Distance 10 "

Church (give denomination) All within Distance 2 "

Nearest School Steveston Distance 1¼ "

State how property was identified: Roads, dyke, 1 peg & map.

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

Yes. Lulu Street, dirt road on Dyke & Richmond,dirt; good if dry.

Is this district a good one? Yes. Large & small farms close by.

Employment opportunity Varied. Fishing, farms, canneries & Vancouver industrial.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Picket fence South line. Value $ Negligible.

Water supply: City water available. Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	x							
	x							
	x	NO BUILDINGS						
ARN	x							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Total present day value $ -

Total Value Buildings add to farm $ -

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

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
.60	Flat	Good silty clay - 10" - 1'	Good clay	Good red top and June grass over strawberries	200.00	120.00

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

LEVEL, UNDULATING, RQLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE

Area Unsuitable for Cultivation.

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

Total value of Land $ 120.00

Total added by buildings to value of farm $ -

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

Total value of farm $ 120.00

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

Owners never lived on this property. Wild hay has now taken over.

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

Homesite with good garden and berry patch.

Noxious weeds:

Controlled by hay.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

Corporation of the Township of Richmond.
1942 Taxes - $6.44.
(Subject to Lulu Island W. Dyking Charges)

Date: July 29, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 25 day of July 1942.

Inspector's Signature "T. GODFREY"

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

S.S. Form No. 43
(*Sheet 2*)

Farm Appraisal Report

JL 61[illegible]- RIVER FISH CO. LIMITED.

Remarks:

3 Lots - .60 acres; No buildings; dirt road.

Was cropped to strawberries 1941. Some were picked 1942.

Good stand of June grass and Red Top now over all.

Not very attractive down here.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

Present Value

$

$

$

$

$

$

$

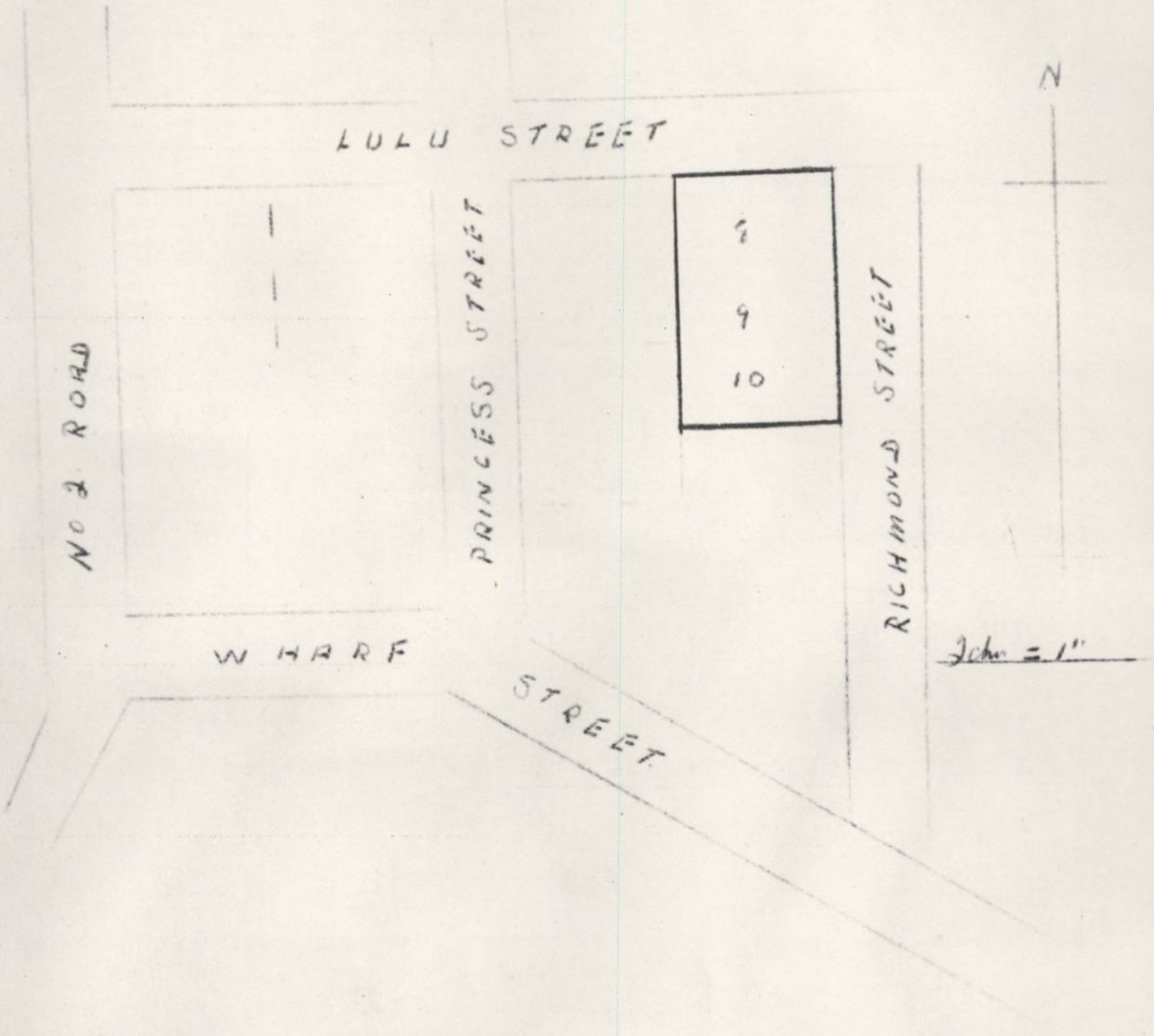
$

$

Total $

Amount fruit trees add to value of farm $

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 150.00

Date 30th July 1942.

"I.T. BARNET"

District Superintendent.

DOUGLAS W. REEVE, F. S. I.
CHARTERED SURVEYOR AND VALUER
GEORGE A. WATSON

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

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.

26th June, 1945.

Messrs. P.S. Ross & Sons,
675 West Hastings Street,
Vancouver, B. C.

Your files Nos. 295-131
295-136

Dear Sirs: re River Fish Company
Property at Steveston, B.C.

We have inspected this property and beg to report as follows:-

We do not know whether you desire to sell the various parcels to separate purchasers or to sell the whole property to one purchaser. We have appraised the parcels separately and show the total of the values in a summary. In the event of your wishing to sell to a single buyer, we are of the opinion that the market value of the whole property is less than the total of the various parcels. This total should therefore be discounted. We are of the opinion that it would be of advantage to the owners to dispose of the whole property in one transaction, because it would probably take much longer to make separate sales, and there is a possibility that some of the parcels might prove unsaleable. The cost of taxation while holding the unsold portions would offset any advantage which might accrue from separate sales.

Other reasons for discounting the total of the separate values are as follows:-

1. Lots 6 and 7 of Block 2 are isolated and outside the dyke, very undesirable.

2. Lots 8,9&10 of Block 3 are separated from the larger acreage and there would be a certain amount of inconvenience in their use by the owner of the acreage, besides extra fencing being required.

3. Although a road allowance is shown on the map, giving access to Blocks 5 and 6, no road exists in fact. The cost of making a roadway for traffic at all times of the year to give access to Block 6 would be considerably more than a road only to the northwest corner of Block 5 near to which a barn or other buildings could be placed to serve the whole area.

4. The property is not all of the same character. A purchaser desiring the waterfrontage could probably use the whole of Block 6 including the two houses for employees, but would not require the remainder of the property. A purchaser requiring land for agricultural purposes would not need the water frontage. In either case a buyer of the whole property would place a lower value on the portion not actually required, because he would incur heavier taxation than necessary, or would be put to the trouble and expense of selling the parcels for which he had no use. Also a buyer for agricultural purposes would probably not be very willing to buy two houses.

In particular, we are of the opinion that Block 6 should be sold as one parcel. Portion of this is outside the dyke with frontage on the river and no road access, and comprises only a fringe of land. A purchaser of the water frontage would probably require more land in

EXHIBIT No. 954C-3
DATE Sept. 28/48
FILED BY Clerk

DOUGLAS W. REEVE, F. S. I.
CHARTERED SURVEYOR AND VALUER
GEORGE A. WATSON

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

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VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
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BANK OF NOVA SCOTIA BUILDING
602 WEST HASTINGS STREET
VANCOUVER, B.C.

Messrs. P. S. Ross & Sons,
Vancouver, B.C.

26th June, 1945.

connection with it, protected by the dyke, for permanent buildings.

Description of Land

All of the land is situated in Section 18, Block 3 North, Range 6 West, a short distance east of the south end of No. 2 Road, at Steveston, Lulu Island, in the Municipality of Richmond.

Lots 6 and 7 in Block 2, Map 693, each 66' x 132', area 1/5th of an acre each, but the construction of the dyke cuts off a triangle from Lot 6, reducing the usable area to .198 acre. The lots are outside the dyke and not protected from flooding at high tide. They are cleared and covered with coarse grass and not accessible. Building would only be possible on piles. Value $50.

Lots 8,9 and 10 in Block 3, Map 693. each 66' x 132' area 1/5th of an acre each. The lots are cleared and in rough grass but not cultivated. Lot 8 is a corner lot. Road allowance on 2 sides but no road exists. Value $225.

Block 5, Map 6195. Area 5.21 acres. frontage of approximately 311 ft. on Road allowance. Canadian National Railway Right of Way adjoins the northerly boundary, approximately 671 feet. Good agricultural land under cultivation. No road access at present and no buildings. Proximity of railway right of way indicates possibility of future industrial development but prospect somewhat remote. Value $1,430.

Block 6, Map 6195. North part inside the dyke, area 4.77 acres. Frontage on Road allowance of approximately 322 feet on west boundary, but no road exists. Good agricultural land under cultivation. Small shed on north boundary. Value $1,200.

The easterly two acres of this block have been sold in 2 parcels of 1 acre each to 2 evacuees, who hold unregistered deeds. There is a dwelling house on each parcel. These parcels and the houses are described below under separate headings.

Block 6 Map 6195 South part outside the dyke. area .73 acre. Frontage on South Arm of Fraser River approximately 650 feet. Land area very short in depth and building only possible on piling. There are two old wharves of very light construction and in poor condition, one of them being dangerous, and two storage sheds 14' x 20' and 20' x 24'. None of the structures are of much value from a sale aspect. Value including buildings. $1,000.

Description of Buildings situated on the two parcels of one acre each in Block 6.

Westerly House 1½ storey wood frame on concrete curb foundation 28' x 30' with 1 storey vestibule 7' x 8', 896 sq.ft. Exterior shingled walls and roof. Brick chimney. Basement plank floor in bad condition, low ceiling. First floor 4 rooms and vestibule and washroom with 2 fixtures. Attic, 2 rooms. General finish. Ceilings and walls lined with shiplap. Fir trim, doors and floors. Electric wiring. Condition good, but exterior never painted. Value $1,200.

DOUGLAS W. REEVE, F. S. I.
CHARTERED SURVEYOR AND VALUER
GEORGE A. WATSON

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ESTATE AGENTS

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MEMBERS VANCOUVER REAL ESTATE EXCHANGE

BANK OF NOVA SCOTIA BUILDING
602 WEST HASTINGS STREET
VANCOUVER, B.C.

Messrs. P.S. Ross & Sons,
Vancouver, B. C.

26th June, 1945.

Easterly House 1½ storey wood frame on concrete foundation, 34' x 24' plus 24' x 6' with projections 7' x 5', 9' x 4', 12' x 1'8"- 1051 sq.ft. Construction and finish and condition as described above for West house, but basement has concrete floor, and first floor a through hall and open stairway, and attic 3 rooms.

Value, $1,500.

In addition to the buildings there are some small fruit trees near the houses, approximately 7 on the west acre, Value $25, and 17 on the east acre, Value $50. Wood walks to the west house and concrete walks to the east house. Value included with houses.

Access to the houses is by a plank bridge over the ditch north of the dyke. There is no fencing.

Summary of Values

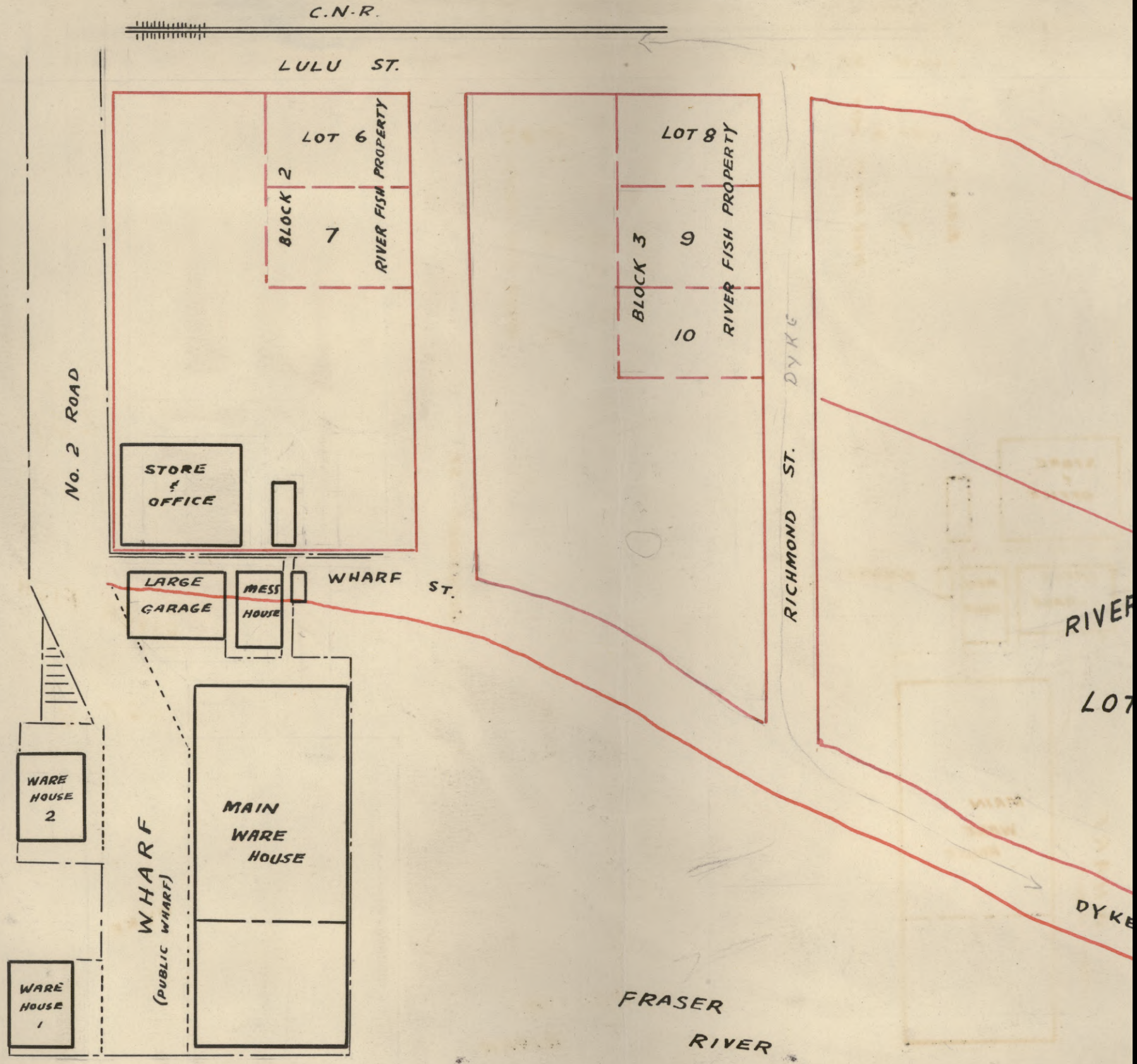
Lots 6 and 7 Block 2 2 at $25.		$ 50.
Lots 8,9 and 10 Block 3. 3 at $75.		225.
Block 5. 5.21 acres at $275.		1,430.
Block 6. 4.77 acres inside dyke		1,200.
2.77 ac. at $275.		
2. ac. at 225.		
Block 6 .73 acre outside dyke. Water frontage, wharves and sheds		1,000.
Houses on easterly 2 acres of Block 6 inside the dyke.		
West 1 acre (EZAKI)	$ 225.	
7 fruit trees	25.	
House	1,200.	
Value to holder of deed	$1,450.	
Deduct value of land included in appraisal of Block 6 above	225.	
Add to summary	$1,225.	1,225.
East 1 acre (KURAMOTO)	$ 225.	
17 fruit trees	50.	
House	1,500.	
Value to holder of deed	$1,775	
Deduct value of land included in appraisal of Block 6 above	225.	
Add to summary	$1,550.	1,550.
Total of Values		$6,680.

APPRAISAL as a single holding.

We are of the opinion that the market value of the whole property is $6,000.

Yours faithfully,
JOHNSON, REEVE & WATSON
per D.W. Reeve

DWR



BUILDINGS BUILT BY RIVER FISH Co. LTD.
BUT IN J.P. BOWDITCH'S NAME:

1. STORE & OFFICE BLDG.
2. LARGE GARAGE
3. MESS HOUSE
4. 2/3 of MAIN WARE HOUSE (upper portion of Dotted line)

WAREHOUSE Nº 1 & 2 BUILT BY RIVER FISH Co. LTD.
ON RICHMOND MUNICIPALITY'S PROPERTY

EXHIBIT No. 954 C-4.
DATE Sept. 28/48.
FILLED BY Claimant.

N

W E

S

LOT 8

RIVER FISH PROPERTY

BLOCK 3

9

10

RICHMOND ST.

DYKE

LOT 5

RIVER FISH PROPERTY

LOT 6

1 ACRE BELONGING TO M. EZAKI

1 ACRE BELONGING TO K. KURAMOTO

DYKE

FRASER RIVER

LOT O/D

BLOCK C

RIVER FISH PROPERTY

BUILT BY RIVER FISH Co. LTD.
N J.P. BOWDITCH'S NAME:
OFFICE BLDG.
GARAGE
HOUSE
MAIN WHARE HOUSE (upper portion of Dotted line)

No 1 & 2 BUILT BY RIVER FISH Co. LTD.
RICHMOND MUNICIPALITY'S PROPERTY

(NOT TO ANY SCALE)



EXHIBIT No. 954C-5
DATE Sept. 28/48
FILLED BY Claimant.

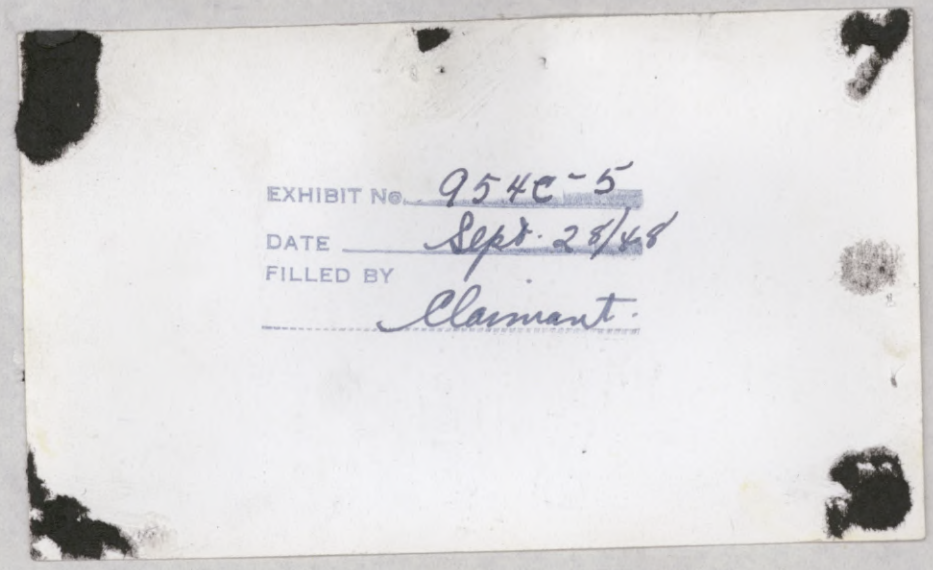


EXHIBIT No. 954C-5
DATE Sept. 28/48
FILLED BY
Claimant.



EXHIBIT No. 954-C-6.
DATE Sept. 28/48
FILLED BY Claimant.

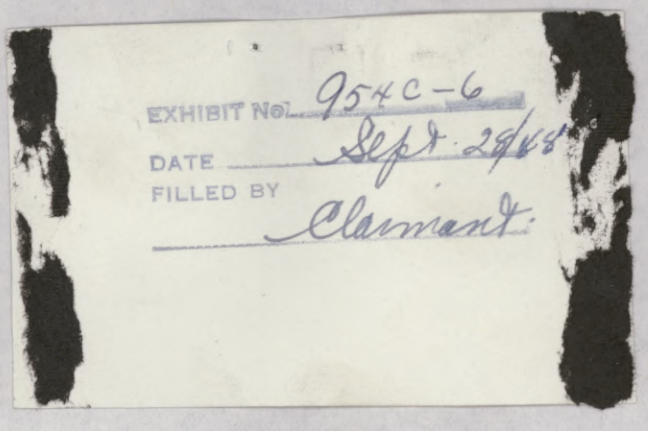


EXHIBIT No. 954C-6.
DATE Sept. 28/48
FILLED BY
Claimant.

Form No. 8. Statutory Lease. 2-38. The Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.

Jan 15/42

This Indenture

Made in duplicate the 15th day of January in the year of Our Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

RIVER FISH CO. LTD., a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 764 No. 2 Road, Steveston, Province aforesaid,

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

F. A. GOSSE, Colman Building, Seattle, in the State of Washington, One of the United States of America, Company Executive,

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** that certain ~~parcel or tract of land and premises situate, lying~~ and being on the wharf and arehouses as follows

Wharf approach and wharf on Lot 1 Block 1 Steveston B.C.
consisting of
Wharf approach
Wharf
Main fish house right side of face of dock
Warehouse left side of face of dock known as fish egg house

~~This does not include store, garage or warehouse opposite garage.~~

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.

EXHIBIT No. 954C-7
DATE Sept. 28/48
FILED BY Claimant

From the 15th day of January, one
thousand nine hundred and forth-two, for the
term of one (1) year thence ensuing.

Yielding during the said term therefor the rent of $624.00 ~~Dollars,~~

of lawful money of Canada, payable on the following days and times that is to say: the sum of $52.00 on the 15th day of each and every month during the term hereby granted, the first payment of $52.00 to be made on the 15th day of January, 1942, and a like sum on the 15th day of each and every month thereafter up to and including the 15th day of December, 1942.

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 FURTHER that at the conclusion 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 January thence ensuing.

The Lessee shall be at liberty at any time to assign or sub-let this lease without consent of the Lessor.

~~the first payment to be made on the~~ ~~day of~~ , ~~19~~

That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes~~ and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

~~And will not assign without leave; and will not sublet without leave.~~

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 here
attachment by any creditor of th
of creditors, or becoming bankru
for bankrupt or insolvent debto
become due and payable and the

And it is hereby Declared a
thereof shall at any time during
as to render the same unfit for t
tionate part thereof according to
recovering the same shall be sus
Lessor have been repaired or ma

Provided always and it is hereb
shall hold over after the expirat
new tenancy thereby created sh
to year, and shall be subject to
are applicable to a tenancy fro

Wherever the singular or the
include the plural or the femini
istrators, successors and assigns
or the parties so require).

In Witness Whereof the said
first above written.

Signed, Sealed and Deli
IN THE PRESENCE O

Signature of Witness

Street Address

City or Town

Occupation

Approved

nuary, one
for the
nsuing.
----------Dollars,-
mes that is to say: the sum
th during the term hereby
on the 15th day of
f each and every month
December, 1942.
on renew this lease at
riod of one (1) year and
e rental and terms and
ion of the war now
r shall according to law
remises hereby demised
to this lease on the
me to assign or sub-let
, 19
and to pay taxes and to pay rates
;
hat the said Lessee will repair ac-
leave
d a nuisance on the premises.
, or non performance of covenants.
nent.

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 or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall 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 herein contained so far as the same are applicable to a tenancy from month to month.

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

Signature of Witness

Street Address

City or Town

Occupation

RIVER FISH CO. LTD.
By Geo. E. Olson
By
F. A. Rose

Approved
J. W. Bowden

Dated January 15, 1942.

RIVER FISH CO. LTD.

—TO—

F. A. GOSSE

Statutory Lease

SHORT FORM

The Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.
Form No. 8

MacDOUGALL & MORRISON,
Barristers & Solicitors,
1718 Marine Building,
Vancouver, B. C.

8837
Legal Department

509-10 Royal Bank Bldg.,
Vancouver, B. C.
January 14th, 1944.

Messrs. Charles Isted and Frank L. McNeill,
Executors of the Estate of Joseph P. Boeditch, Deceased,
c/o Messrs. Walsh, Bull, Housser, Tupper, Ray & Carroll,
Barristers & Solicitors,
Royal Bank Bldg.,
Vancouver, B. C.

Gentlemen:

Re: Lease-River Fish Company Ltd.
Lot 1, Block 1; Lot 1, Block 2,
both in London Townsite, Steveston.

On behalf of the River Fish Company Limited, the Custodian, pursuant to the terms of the lease on the above mentioned property, hereby gives you notice that the option to renew the said lease is hereby exercised.

DATED at Vancouver, B. C. this 14th day of January, 1944.

EXHIBIT No. 954C-8
DATE Sept. 28/48
FILLED BY Clement.

MacDougall & Morrison
BARRISTERS & SOLICITORS

A. REG. MacDOUGALL, M.A., B.C.L. (OXON)
MEMBER OF THE BARS OF
ONTARIO AND NEW BRUNSWICK

CHRISTOPHER MORRISON, B.A. (OXON)
OF THE INNER TEMPLE
BARRISTER-AT-LAW

ENEMY SECTION
Rec'd JAN 14 1944
File No.
Sent
Rec'd

CABLE ADDRESS "ALLON"
VANCOUVER, CANADA
TELEPHONES PACIFIC {6365 6366

MARINE BUILDING
355 BURRARD STREET
VANCOUVER, B.C.

DELIVER

January 11, 1944.

Custodian of Enemy Property,
Royal Bank Building,
Vancouver, B. C.

Attention: Mr. Peters

Dear Sir:

Re: Lease, River Fish Co. Ltd. to F. A. Gosse, dated the 15th day of January, 1942, - Our File No. 481

Pursuant to the terms of the above-mentioned lease covering certain property at Steveston, B. C., owned by the estate of J. P. Bowditch, we hereby give you notice that F. A. Gosse hereby exercises his option to renew the said lease.

We should be glad to have your acknowledgment.

We are,

Yours very truly,
MacDOUGALL & MORRISON,
Per:

ARM:H

MacDougall & Morrison
BARRISTERS & SOLICITORS

A. REG. MacDOUGALL, MA., B.C.L. (OXON)
MEMBER OF THE BARS OF
ONTARIO AND NEW BRUNSWICK

CHRISTOPHER MORRISON, B.A. (OXON)
OF THE INNER TEMPLE
BARRISTER-AT-LAW

CABLE ADDRESS "ALLON"
VANCOUVER, CANADA
TELEPHONES PACIFIC {6365 6366

MARINE BUILDING
355 BURRARD STREET
VANCOUVER, B.C.

DELIVER

January 11, 1944.

Custodian of Enemy Property,
Royal Bank Building,
Vancouver, B. C.

Attention: Mr. Peters.

Dear Sir:

Re: Our File No. 481

Further to the telephone conversation which the writer had with Mr. Peters this morning, you will find enclosed a notice of renewal given on behalf of Mr. F. A. Gosse of the lease from River Fish Co. Ltd. to himself.

Mr. Harvey Wyness some time ago took the position that inasmuch as the said lease was approved by Mr. J. P. Bowditch in his lifetime, the same operated as an extension of the lease from Bowditch to River Fish Co. Ltd. Under these circumstances, we think it altogether probable that you, acting on behalf of River Fish Co. Ltd., should give a notice of renewal to the executors of the Bowditch estate who, we understand, are Messrs. Isted and McNeill. Such notice, if addressed to them, c/o Messrs. Walsh, Bull & Company, Barristers & Solicitors, Royal Bank Building,

will, we are assured by Mr. Guy of that firm, be good notice to the executors.

In the meantime, we propose also to give notice to the executors, but we should like you to consider whether or not you should not do likewise on behalf of River Fish Co. Ltd.

We are,

Yours truly,
MacDOUGALL & MORRISON,
Per:

ARM:H
ENCL.

FURNITURE & FIXTURES

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 8837 EXHIBIT No.

NAME RIVER FISH COMPANY per Genji OTSU SHEET #1 (of 2) REG. No.

DATE
DECLARATION
EVACUATION

INVENTORY
TAKEN BY
DATE 30 Apr 42

DETAILS OF CLAIM

SALES

			AUCTION	TENDER &c	SOLD TO ~~SOLD WITH~~ REX BOOK F.A.GOSSE $1400.	DECL. NOT FOUND
1	National Cash Register	250.			x	
1	Office desk & chair	20.			x	
1	do	20.			x	
1	do	20.			x	
1	do	15.			x	
1	do	10.			x	
1	Typewriter (Remington)	175.	45			
1	Mimeo Duplicator	150.		75		
2	Steel files @$15.	30.			x	
3	Counter desks @ $10.	30.			x	
1	Safe	250.			x	
1	Sawdust burner stove	25.			x	
1	Franklin stove	10.			x	
1	Burrough's portable adding mach.	125.	65			
1	Remington Adding machine	70.		60		
4	Desks lamps @ 1.50	6.			x	
1	Marvle Puncher	.50			x	
2	Bookcases @ 20.	40.			x	
1	Cabinet	10.			x	
1	Elec. clock	5.				
1	Typewriter desk & chair	10.			x	
14	Chairs @ 1.25	17.50			x	
1	Mimeo duplicator desk	3.			x	
1	Union Jack Ensign & frame	5.			x	
1	Stapler	1.			x	
1	Protectograph	50.	17			
1	Champion scale	30.				
5	Ink pots @ 1.	5.			x	
1	Water pump					
1	Pencil sharpener				x	
2	Letter Rack				x	
3	Waste Paper Baskets				x	
6	Flat Fish Trucks @ 15.	90.			x	
5	Hand trucks @ 10.	50.			x	
1	Power Motor (Conveyor)	300.			x	
1	Conveyor & equipment	250.			x	
1	Hand derrick with box	175.			x	
3	Platform Scales with boxes @75.	225.			x	
2 pcs	Large Canvas Cover @ 50.	100.			1 pc	
2	Water pump, pipe & hose etc	150.			x	
2	Kedge anchor 300# @ & 2 cables	50.			x	
1	Truck tire	15.			x	
30 bdl	Salmon Box Wire @ 2.50	75.			x	
12 keg	Salmon Box nail @ 3.	36.			3 kegs	
1	Rice Machine with motor & eqpt.	350.			x	
6	Rice Box Caster @ 5.	30.			5	
10	Fish Picks (pike)					
2	Fish washing tanks				x	
2	Scoop (aluminum) for ice				x	
40 sk	Salt ¾gd.				x	
3	Fish table				x	
2	Truck's tools (Jack, Wrench, Hammers, Axes)					
3	Wire binder					
1	Life saver					
2 keg	Saltpeter					
20	Baskets				14	
2	Peavies					
5	Oil Measuring can				4	
4	Brushes				3	
4	Brooms				3	
4	Ice shovels				2	
1	Gas Drum Pump				x	
3	Funnels				1	
1	Saw					
2 pc	Manila rope					
	Lumber for 2 scow roof & sides				x	
1 pr	Truck chain for wheel					
	Salt Salmon Boxes				x	
	Salt Salmon Roe Boxes				x	
			127	135		

EXHIBIT No. 954C-9
DATE Sept. 28/48
FILLED BY Clamant

8837 EXHIBIT No.

CASE No.

VENUE

ALES	TENDER &c	SOLD TO ~~SOLD WITH REAL PROP.~~ F.A.GOSSE $1400.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	SHIPPED TO GENJI OTSU	REMARKS
		x							
		x							
		x							
		x							
		x							
		x							
	75								Sold at Director's price. See Ref #1
		x							
		x							
		x							
		x							
		x							
	60								
		x							
		x							
		x							
		x							
						x			
		x							
		x							
		x							
		x							
		x							
								x	Shipped 8/2/43
		x							
						x			Poss. fixture & sold with Real Property
		x							
		x							
		x							
		x							
		x							
		x							
		x							
		x							
		x							
		1 pc				1 pc			
		x							
		x							
		x							
		x							
		3 kegs				9 kegs			
		x							
		5				1			
						x			
		x							
		x							
		x							
		x							
									Pres. sold with trucks
						x			
						x			
						x			
		14				6			
						x			
		4				1			
		3				1			
		3				1			
		2				2			
		x							
		1				2			
						x			
						x			
		x							
									Pres. sold with trucks
		x							
		x							
27	135								

FURNITURE & FIXTURES

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 8837 EXHIBIT N

NAME RIVER FISH COMPANY per Genji OTSU SHEET #2 (of 2) REG. No.

DATE
DECLARATION
EVACUATION

INVENTORY
TAKEN BY
DATE

DETAILS OF CLAIM

			SALES		SOLD TO
			AUCTION	TENDER &c	SOLD WITH REAL PROP.
					F.A.GOSSE
			127.	135.	$1400.
1	Showcase	25.			x
2	Boxes with Caster @ 5.	10.			x
9	Steel Camp cots w. mattresses	90.			7
1 roll	Wrapping Paper				½
1	Coleman #16 Heater				
1	Feather duster				x
1	Grease Gun (Almite #6637)				x
20#	#11 Chassis grease				x
5 bdl 2 PKS - 30x40/DD50	#1 Kraft Paper				x
3 bdl	Tissue Paper				x
11 rolls	Cotton Cloth for Rice sack				x
600 pc	Rice Bag inside				
	Stove Fixtures				
1	Stoge #13 Renown				x
1	Table				x
3	Chairs				x
1	Table				x
24	Plates				x
36	Stem Glass				x
36	Cup & saucer				41
12	Plates (soup)				x
6	Salt shaker				x
14	Table spoons				x
36	Tumblers				x
10	Knives				x
10	Forks				x
12	Sugar bowls				x
6	Water jugs				x
6	Glass bowls				x
18	Plates				x
6	Milk bowls				x
1	Herald Stove #125				x

CLAIMED VALUE OF FURNITURE & FIXTURES	3976	20	127	135	1400
CSTDN CR. AS PER CLAIM	1632	41	1662	ACTUAL CSTDN CR.	
ALLEGED LOSS AS PER CLAIM	2343	79	2314	20 CORRECTED ALLEGED LOSS	

JC/..

E No. 8837 EXHIBIT No. CASE No.

. No. VENUE

SALES		SOLD TO ~~SOLD WITH REAL PROP~~ F.A.GOSSE	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	SHIPPED	REMARKS
TION	TENDER &c								
27.	135.	$1400.							
		x							
		x							
		7				2			
		¼							
						x			
		x							
		x							
		x							
		x							
		x							
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		x							
		x							
		x							
		x							
		x							
		x							
		x							
127	135	1400							

1662 ACTUAL CSTDN CR.

2314 20 CORRECTED ALLEGED LOSS

SALMON CANNERS
FRESH FISH
FROZEN FISH

PHONE
HIGHLAND 3064
CABLE ADDRESS
"MARGOSFISH"

EVACUATION SECTION
Rec'd DEC 17 1942
File No. 8837/1
Ans.
Referred Milson

NATIONAL FISHERIES LTD.

V. H. C. FISH DOCK
FOOT OF CAMPBELL AVENUE
VANCOUVER, B. C.
CANADA

December 16th, 1942.

Department of the Secretary of State
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B.C.

Attention: Mr. G.D. Milsom

Dear Sir:

Re: River Fish Company, File No. 8837/1

In reply to your letter of December 15th which was brought to my attention upon my arrival here from Seattle today, we beg to advise that we did not make any agreement with Mr. Otsu nor the River Fish Company, to pay $50.00 per month rental for any goods that they have.

You will recall, during our phone conversation, we stated that this was outrageously high, in fact, $50.00 per month is $600.00 per year, and any of their equipment that we may have used, is not worth the total value of $600.00.

On the other hand, the River Fish Company have been remiss in their original agreement with us, in fact they did not allow us to get into the store premises until late in September, whereas, we should have been able to use the premises during the height of the salmon season. This to our mind, is a form of sabotage. Also the River Fish Company have equipment on the premises, using up space, for which we have not put in any bill for storage.

If Mr. Otsu wants to charge us for the use of what little equipment we are using, then we, of course, will feel very much disposed to put in a counter bill for at least an equal amount for storage on their equipment which is on the premises we are leasing.

Yours truly,

NATIONAL FISHERIES LTD.,

per

EXHIBIT No. 954C-10
DATE Sept. 28/48
FILLED BY Claimant

G/W

WYNESS & GRANT
BARRISTERS AND SOLICITORS
NOTARIES

HARVEY P. WYNESS, LL.B. ELIZABETH W. GRANT, B.A.

SECTION
Rec'd DEC 28 1942
File No. 8837/1
Ans.
Refer to Milson

PHONE: PACIFIC 8949

1114 DOMINION BANK BUILDING
207 HASTINGS STREET WEST
VANCOUVER, B. C.

December 22nd, 1942

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

Attention Mr. Milson

Dear Sirs:

Re: Your file #8837/1
River Fish Co. Ltd.

Please accept our thanks for your letter of the 21st instant.

We have carefully perused the copy of the letter from National Fisheries Ltd. dated the 16th instant enclosed with your letter. Knowing something of the negotiations we are satisfied that the statements contained therein do not represent the real position, but are made for the purpose of clouding the issue and creating what appears like a bona fide dispute. Actually National Fisheries Ltd. expected to pay a reasonable rental for the equipment and there was no suggestion at any time in the negotiations the writer had with that Company's representatives that storage should be charged.

Under the circumstances we respectfully suggest that your Department repossess all the goods and equipment of River Fish Co. Ltd. in the possession of National Fisheries Ltd. and either sell the same, or, if Mr. Otsu insists that the goods be stored point out to him that the Company will be responsible and will have to pay full storage charges, which could be estimated. Frankly we are of the opinion that the simplest way to dispose of this matter, and the cheapest at the finish, would be to sell the goods by private sale to some one other than National Fisheries Ltd. or their representatives.

EXHIBIT No. 954C-11
DATE Sept. 28/48
FILLED BY Claxmont

In view of a possible change in the status of River Fish Co. Ltd. as tenants on December 31st, 1942 we suggest that whatever action is taken, be taken immediately and that your communication, if any, with

Mr. Otsu be by telegram.

We are of the opinion, that negotiations however extended with National Fisheries Ltd. would be non-productive and barren of good results.

Yours truly,

WYNESS & GRANT,

Per

W:G

764 Inv 2 Rod Boundary

JAN 8 1943
File No. 8837/1
Ans.
Referred Milsom

Minto City, B.C.,
December 30th, 1942

G.D. Milsom, Esq.,
Administration Department,
Office of the Custodian,
506 Royal Bank Building,
Hastings and Granville,
Vancouver, B.C.

Dear Sir:

Re; River Fish Co. File # 8837/1

This is to confirm your wire and your letter dated December 28. I agree wholeheartedly with Mr. Wyness's recommendation as to the selling of the chattels to some one other than National Fisheries or their representatives. For reference I enclose two copies of inventories (equipments, furnitures, fixtures) taken April 30th 1942. Please note the marginal notations. (X) represents articles that I wish to be stored at our expense; (XX) represents article that I wish you to release and forward here to my address; (XXX) represent articles already released by your department. Although the valuation of some of the articles are placed, some are omitted. Therefore I request you to re appraise the goods again at the fair market value and realize the most at a public sale.

With reference to the letter dated December 16 from Mr. Goss, I note that the National Fisheries are using the equipments without our consent. It seems to me that Mr. Wyness and your department have ignored our request to have the goods stored nnless the National Fisheries are willing to comply to our $50.00 per month rental. Consequently I feel that you should take some drastic action against the National Fisheries to counteract their absurd claim. Our origmal agreement was to lease a part of our premise (without chattels) for the sum of $52.00 per month. They somehow barged in to occupy our two warehouses and the store building. Later I gave consent to this after confering with Mr. Wyness. In reply to their inquiry regarding the chattels, I consistently demanded $50.00 per month and no less.

Further more we have on our book, owing to us by the Natinnal Fisheries, the sum of $3613.65. They make no effort to settle this indebtedness but make the matters worse by trying to possess our chattels. Under the circumstances please repossess all the goods and equipments and dispose same according to our request.

EXHIBIT No. 954C-12
DATE Sept. 25/48
FILED BY Claimant.

Minto City, B.C.,
December 30th, 1942

Re: River Fish Co. File # 8837/1

Concerning the rent of $50.00 received to our credit from Mr. Howse, I regret that this matter was not immediately taken up. The rent of the No 2 road property was verbaly agreed by both parties for $10.00 per acre per annum. Mr. Howse paid the sum of $80.00 for the rent of 8 acres last year. This year's $50 should represent the whole or the part of the rent according to the number of acres the tenant used.

Yours truly,

Genji Otsu

GENJI OTSU, Reg # 04918

WAREHOUSE April 30, 1942.

Quantity		Fixtures	Valuation
6		Flat Fish Trucks @15.00	$90.00
5		Hand Trucks @10.00	50.00
1		Power Motor (Conveyer)	300.00
1		Conveyer & Equipment	250.00
1		Hand Derick with Box	175.00
3		Platform scale with boxes @75.	225.00
2	pcs.	Large canvas cover @50.00	100.00
2		Water Pump with pipe and hose etc.	150.00
2		Kedge anchor 300 lbs. each and 2 cables	50.00
1		Truck Tire	15.00
30	bdle.	Salmon Box Wire @2.50	75.00
12	Keg.	Salmon Box Nail @3.00	36.00
1		Rice Machine with motor and Equipment	350.00
6		Rice Box Caster @5.00	30.00
10		Fish Pikes	
2		Fish Washing Tanks	
2		Scoop (Aluminium) for ice	
40	sk.	Salt ¾gd.	
3		Fish Table	
2		Truck's tools (Jack Wrench, Hammers, Axes.)	
3		Wire Binder	
1		Life Saver	
2	keg.	Salt Peter	
20		Baskets	
2		Peavies	
5		Oil Measuring Cans	
4		Brushes	
4		Brooms	
4		Ice Shovels	
1		Gas Drum Pump	
3		Funnels	
1		Saw	
2	pc.	Manila Rope	
		Lumber for 2 Scow roof and sides	
1	pr.	Truck chain for wheel	
		Salt Salmon Boxes	
		Salt Salmon Roe Boxes	

April 30, 1942.

Quantity		Fixtures	Valuation
✓1		Show Case	$25.00
✓2		Boxes with Caster @5.00	10.00
✓9		Steel Camp Beds with Mattress	90.00
✓1	roll	Wrapping Paper	
out — 1		Coleman #16 Heater	125.00
✓1		Feather Duster	
✓1		Grease Gun (Almite #6637)	
✓20	lbs.	#11 Chassis Grease	
5	bdles.	2 PKS - 30 X 40 / DD50 #1 Kraft Paper	
3	"	Tissue Paper	
11	rolls	Cotton Cloth for Rice Sack	
600	pc.	Rice Bag inside	
		Stove Fixtures	
✓1		Stove #13 Renown (heater)	
✓1		Table	
3		Chairs	
1		Table	
24		Plates	
36		Stem Glass	
36		Cup & Saucer	
12		Plates (Soup)	
6		Salt Shaker	
14		Table Spoons	
36		Tumblers	
10		Knives	
10		Forks	
12		Sugar Bowls	
6		Water Jugs	
6		Glass Bowls	
18		Plates	
6		Milk Bowls	
1		Herald Stove #125 not Here	

COPY

Office

April 30, 1942.

QUANTITY	FURNITURES & FIXTURES	VALUATION
1	National Cash Register No Keys	$250.00
1	Office Desk and Chair	20.00
1	" " " "	20.00
1	" " " "	20.00
1	" " " "	15.00
1	" " " "	10.00
x 1	Typewriter (Remington)	175.00
xxx 1	Mimeo Duplicator	150.00
2	Steel Files @ 15.00	30.00
3	Counter Desks @ 10.00	30.00
1	Safe	250.00
1	Sawdust Burner Stove	25.00
1	Franklin Stove	10.00
x 1	Burrough's Portable Adding Mach.	125.00
x 1	Remington Adding Machine	70.00
4	Desk Lamps @ 1.50	6.00
1	Marvle Puncher out	.50
2	Book Cases @ 20.00	40.00
1	Cabinet	10.00
1	Electric Clock out	5.00
1	Typewriter Desk and Chair	10.00
14	Chairs @ 1.25	17.50
1	Mimeo Duplicator Desk	3.00
1	Union Jack Ensign & Frame	5.00
1	Stapler	1.00
x 1	Protectograph (for, Cheque Use)	50.00
xx 1	Campion Scale	30.00
5	Ink Pots @ 1.00	5.00
1	Water Pump	
1	Pencil Sharpener	
2	Letter Rack	
3	Waste Paper Baskets	

x ---- The articles that we wished to be stored.

xx ---- The articles that we want to be sent over here.

xxx ---- The articles that have been sent.

ROOMS 413 & 414
PROVINCE BUILDING

PHONE SEYMOUR 2627

J. W. ANDERSON

Alma 1836 R.

3889 West 13th Ave.

Manufacturers' Agent and Distributor

VANCOUVER, CANADA January 28th. 1943

Office of the Custodian,
Department of the Secretary of State,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. G. D. Milsom

Re. River Fish Co., Steveston, B. C.

Dear Sirs:-

I have been advised by your Mr. Milsom, that my offer of January 18th. to sell the above equipment and chattels on behalf of your office has been accepted.

In accordance with my offer I am enclosing my check for $850.00. As all of these chattels are not under my control, this check is tendered to your office on the definate condition that you guarantee peaceful possession to any, and all purchasers, and meanwhile accept the responsibility for these chattels until delivered to me. pursuant thereto, if any legal entanglements should ensue, either in regard to the delivery of said chattels, or claim for damages as a result of breach of agreement of sale, it is to be understood that I am in no way responsible for same.

If these terms are not acceptable to your office, my check is to be returned to me within five days, and arrangements automatically determined.

I remain

Yours Truly

J. W. Anderson

Cheque not Certified

Conditions not accepted. Cheque held pending further negotiations. GDM

EXHIBIT No. 954C-13
DATE Sept. 28/48
FILED BY Claimant.

EVACUATION SECTION
Rec'd FEB 9 1943
File No. 8837/1
Ans.
Referred Milsom

Box 29,
Minto City, B. C.
Feb. 4th 1943.

G. D. Milsom, Esq.,
Administration Department,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

File # 8837/1 River Fish Co. Ltd.

This is in comfirmation of the telegram which I send you to-day as follows;-

YOUR WIRE RECEIVED WE HAVE SUBLEASED GROSSE ONLY BUILDINGS AND WHARF WHICH WE HAVE LEASED FROM J P BOWDITCH STOP FISH ELEVATOR MOTORS OR ANY OTHER CHATTELS BELONGING TO US ARE EXCLUDED FROM SUBLEASE STOP FOR DETAILS REGARDING ABOVE KINDLY COMMUNICATE WITH H P WYNESS OUR LAWYER AT DOMINION BLDG.

Yours truly,
G. O Von.
River Fish Co. Ltd.

EXHIBIT No. 954C-14
DATE Sept. 28/48
FILED BY Clarmont.

Form No. 13. Bill of Sale (Absolute) 6-42. The Clarke & Stuart Co. Limited, Law Printers and Stationers, Vancouver, B.C.

"A"

File 281

This Indenture

made the day of in the year of our Lord one thousand nine hundred and forty THREE

In Pursuance of the "Bills of Sale Act"

Between

THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian, under and by virtue of Order-in-Council, P.C. 1665, dated March 4, 1942, as amended, hereinafter called the ~~Grantor~~ Grantor

Insert full Names, Addresses and Occupations of Parties.

(hereinafter called the Grantor) of the First Part

AND

F. A. GOSSE of Colman Building, in the City of Seattle, in the State of Washington, one of the United States of America, Company Executive

(hereinafter called the Grantee) of the Second Part

Whereas, the Grantor is possessed of the goods and personal chattels hereinafter set forth, described and enumerated, and hath contracted and agreed with the Grantee for the absolute sale to him of the same, upon the terms and considerations hereinafter set forth.

Now this Indenture Witnesseth, that in pursuance of the said Agreement, and in consideration of the sum of fourteen hundred dollars ($1400.00) ---------- of lawful money of Canada, paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor **hath bargained,** sold, assigned, transferred and set over, and by these presents **Doth bargain,** sell, assign, transfer and set over unto the Grantee:

All those the said goods and personal chattels described and enumerated as follows:

See inventory attached

EXHIBIT No. 954C-15
DATE Sept. 28/48
FILLED BY Claimant

All of which goods and personal chattels are now in the possession of the Grantor and are situate, lying and being in, upon or about 764 No. 2 Road of Steveston in the Town of Westminster in the County of in the Province of British Columbia.

And all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, otherwise howsoever, of the said Grantor, of, in, to, and out of the same, and every part thereof:

To have and to hold the said assigned goods and personal chattels and each and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee, to and for his sole and only use Forever:

And the said Grantor **Doth** hereby Covenant, Promise and Agree with the said Grantee, in manner following, that is to say:

That the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and personal chattels, and every of them, and every part thereof: **And** that the said Grantor now has in himself good right to assign the same unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents; **And** that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and personal chattels and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by him, the said Grantor, or any person or persons whomsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

This Bill of Sale is given upon the condition that the Grantee has examined the goods set forth in the Inventory hereto attached and has satisfied himself that the said goods are as described and he takes the same as is and where is without any guarantee by the Grantor as to the quantity or quality of the said goods.

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INVENTORY

OFFICE

Quantity		Furniture and Fixtures	
1		National Cash Register	
1		Office Desk and Chair	
1		" " "	
1		" " "	
1		" " "	
1		" " "	
2		Steel files	
3		Counter Desks	
1		Safe	
1		Sawdust Burner Stove	
1		Franklin Stove	
4		Desk Lamps	
1		Marvel Puncher	
2		Book Cases	
1		Cabinet	
1		Typewriter Desk and Chair	
14		Kitchen Chairs	
1		Mimeo Duplicator Table	
1		Union Jack Ensign & Frame	
1		Stapler	
5		Ink Pots	
1		Pencil Sharpener	
2		Letter Racks	
3		Waste Paper Baskets	
1		Cabinet for Fish Tags, containing a quantity of tags	
1		Show Case	
2		Boxes on caster	
7		Steel Camp Beds with Mattresses	
¼		Roll Wrapping Paper	
1		Feather Duster	
1		Grease Gun (Almite #6637)	
20	lbs.	#11 Chassis Grease	
5	Bdles	2 PMS - 30 x 40 - DD50 #1 Kraft Paper	
3	"	Tissue Paper	
		Stove fixtures	
1		Stove #13 Renown	)
1		Table	)
3		Chairs	)
1		Table	)
24		Plates	)
41		Stem Glasses	)
36		Cups and Saucers	)
12		Plates (Soup)	)
6		Salt Shakers	) Sundry Mess House
14		Tablespoons	)
36		Tumblers	) Equipment
10		Knives	)
10		Forks	)
12		Sugar Bowls	)
6		Water Jugs	)
6		Glass Bowls	)
18		Plates	)
6		Milk Bowls	)
1		Herald Stove #125	)

WAREHOUSE

Quantity	Fixtures
6	Flat fish trucks
5	Hand trucks
1	10 H.P. Motor (Conveyer)
1	Conveyer and Equipment
1	Hand Derick with Box
3	Platform Scale with boxes
1 pc.	Large Canvas cover (for big truck 40 x 40)
2	Water pumps with pipe & hose etc.
2	Kedge anchor 300 lbs. each and 2 cables
1	Truck tire
30 Bdl.	Salmon Box Wire
3 Kegs	" " Nails 900#
1	Rice Machine with motor and Equipment - 3 H.P. Motor
5	Rice Boxes on casters
2	Fish Washing Tanks
2	Scoop (Aluminium) for Ice
40 Sk.	Salt $\frac{3}{4}$ gd.
3	Fish tables
14	Baskets
4	Oil Measuring cans
3	Brushes
3	Brooms
2	Ice Shovels
1	Gas drum pump
1	Funnel
	Lumber for 2 scow roofs and sides
	Salt Salmon Boxes
	Salt Salmon Roe Boxes
2	Grinding Machines

All the right, title and interest whatsoever of the Grantor in and to any and all buildings situate at the date hereof on Lot One (1), Block One (1), and Lot One (1), Block Two (2), including wharf approach and wharf on either of the said lots or used in connection therewith; and all the right, title and interest of the Grantor in and to all buildings mentioned in a certain agreement of lease dated the First day of January, 1941, between the Corporation of the Township of Richmond, as Lessor, and the Grantor, as Lessee; all electrical conduit piping and electrical wire and switches used on, in or about or in connection with the said buildings or any of them, or in connection with any of the chattels comprised in this indenture.

And moreover, that the said Grantor, and all persons rightfully claiming, or to claim, any estate, right, title, or interest of, in or to the said hereby assigned goods and personal chattels and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods and personal chattels unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents as by the said Grantee or his Counsel shall be reasonably advised or required.

Wherever the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require, and shall include the parties, hereto, their and each of their heirs, executors, administrators, successors and assigns, respectively.

In Witness Whereof the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

SIG. OF WITNESS:

ADDRESS

OCCUPATION

This is the paper-writing marked "A" referred to in the Affidavit of
sworn before me this
day of A.D. 194

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

"BILLS OF SALE ACT"

Acknowledgment of Officer of Corporation

I, ... of .....

..... of the .....
(State whether President, Secretary or Director) (Name of Corporation)

make oath and say as follows:—

1. That the paper writing hereto annexed and marked "A" is a true copy of a bill of sale, and of *(or, when an original bill of sale if filed,* is a bill of sale together with) every schedule or inventory thereto annexed or therein referred to as made, given, and executed by the said .....
(Name of Corporation)

2. That I, as ..... of the said Corporation, being duly authorized
(State whether President, Secretary or Director)
so to do, did affix the seal of the said Corporation to the said bill of sale, did sign the said bill of sale as .....
(State whether President, Secretary or Director)
of the said Corporation, and did duly deliver the said bill of sale as the act and deed of the said Corporation on the ..... day of ..... 194.....

3. That the head office or chief place of business of the said Corporation in British Columbia is situate at .....
[State fully the whereabouts of the head office or chief place of business, such as street and number (if any).] in the said Province.

Subscribed to and sworn before me this
..... day of ..... 194.....

.....
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

.....

"BILLS OF SALE ACT."

COUNTY OF WESTMINSTER
TO WIT:

I, F. A. Gosse of the city of Seattle, in the State of Washington in the Province of British Columbia, the Grantee in the foregoing Bill of Sale named, make oath and say: That the sale therein made is bona fide and for valuable consideration, namely, the consideration of the sum of ---- fourteen hundred dollars ($1400.00) ---------- dollars; as set forth in the said Bill of Sale; and not for the purpose of enabling me this deponent to hold the goods and chattels mentioned therein as against the creditors of the said grantor; and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the grantor or of preventing such creditors from obtaining payment of any claim against the grantor.

F. A. Gosse

Sworn before me at the City of Vancouver in the Province of British Columbia, this day of A.D. 194 3

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

Dated 1943

THE SECRETARY OF STATE OF CANADA

—TO—

F. A. GOSSE

Bill of Sale

(ABSOLUTE)

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 13

WYNESS & GRANT,
Barristers &c.,
Vancouver, B.C.

"BILLS OF SALE ACT"

COUNTY OF
TO WIT:

I, of

make oath and say as follows:

1.—That the paper-writing hereunto annexed, and marked "A", is a true copy of a Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by

2.—That the Bill of Sale was made and given by the said on the day of , in the year of our Lord one thousand nine hundred and forty

3.—That I was present and did see the said , in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said day of in the year aforesaid.

4.—That the said at the time of making and giving the said Bill of Sale, resided and still resides at and then was and still is

5.—That the name set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at and am

Subscribed to and sworn before me this day of A.D. 194 at the of in the Province of British Columbia.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 8837 EXHIBIT No.

NAME River Fish Co. per Genji OTSU SHEET #1 of 5 sheets REG. No.

DATE
DECLARATION
EVACUATION

INVENTORY
TAKEN BY
DATE

DETAILS OF CLAIM

SALES
AUCTION | TENDER &c | SOLD WITH REAL PROP. | DECL. NOT FOUND | N

91	Pkgs.	Wari Bashi	18.20
16	Prs.	Asahi Tabi Size 4	18.40
5	Box	Du Barry Cream	33.00
2	Box	Three Flower Cream	6.60
8	Only	Gillette Lather Cream	4.00
4	Only	" Shaving Cream Set	2.12
57	Only	Pal Razor Blades	5.70
1	Only	Valet Shaving Set	.68
1	Only	Pacific Clipper	1.85
2	Only	Hair Clipper	1.80
1	Only	" "	.80
2	Only	Lighter	1.40
21		Three Flower Cream	11.55
20	Pkgs.	Kleenix	2.80
16	Only	Thermos Bottle	10.40
4	Only	Thermos Bottle	2.60
17	Pkgs.	Royal Crown Soap Pdr.	3.74
15	Cakes	" " "	.68
6	Pkgs.	Royal Crown Soap Pdr.	1.32
13	"	Rinso	3.38
55	Cakes	Royal Crown Soap	2.48
72	Cakes	Sunlight Soap	4.32
2	Cakes	Bon Ami Powder	.30
49	Cans	Gillette Lye	6.37
11	Cakes	Bon Ami	1.54
7	Cans	Drano	2.10
15	Cans	Snap	3.00
5	Cans	Coat off Cleaner	.85
4	Only	Lunch Kit	3.40
5	Only	Toishi	9.50
4	Cans	Age Abura ~~Small~~	4.60
14	Cans	Johnson's Wax	8.82
5	Cans	Old English Wax	2.75
7	Cans	Flow Easy Wax	2.10
2	Cans	Shinola Wax	.50
5	Cans	Oh Flex Polish	.80
5	Only	Rising Sun	.70
20	Only	Non Such Stove Polish	3.80
6	Only	Nugget Shoe Polish	1.08
11	Only	2 in 1 Polish	2.20
3	Only	O Cedar Polish	1.47
2	Only	Cigarette Machine	1.30
10	Only	" " Rayo	2.90
4	Only	Cig. Pipe	3.20
4	Only	Thermo Pack	1.68
6	Cards	Sun Goggle	14.40
1	"	" "	1.80
9	"	" "	6.30
4	"	" "	1.60
175	Wax Paper (Folders)		16.63
150	Only	Shamoji	7.50
180	(2 Case)	Tawashi	18.00
50	Only	Otama Shukushi	2.50
144	Only	Table Mats	14.40
120	Pkgs.	Nori	48.00
12	Doz.	Gloves "S"	22.80
11	Doz.	Gloves	20.90
10	Pkgs.	Canada Corn Starch	1.10
28	Pkgs.	Baking Soda	3.36
15	Pkgs.	Castille Soap	3.45
8	Case	Lamp	20.00
5	Only	Lamp	2.00
5	Only	Lamp	1.25
7	Only	Lamp 200 Watts	5.25
9	Only	Lamp 150 Watts	3.78
16	Only	Lamp 75 Watts	2.88
6	Only	Lamp 15 Watts	1.32
11	Only	Lamp 10 Watts	2.42
24	Only	Lamp 7½ Watts	2.88

EXHIBIT No. G54C-16
DATE Sept. 28/68
FILLED BY Claimant

D. 8837 EXHIBIT No. CASE No.

D. VENUE

SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	SHIPPED TO Genji OTSU	REMARKS
							18 20	See CCMT letter 26 Aug 42
							48	See CCMT letter 26 Aug 42

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 8837 EXHIBIT No.

NAME River Fish Co. per Genji OTSU REG. No.

DATE — DECLARATION / EVACUATION — INVENTORY — TAKEN BY / DATE — DETAILS OF CLAIM — SALES: AUCTION / TENDER &c — SOLD WITH REAL PROP. — DECL. NOT FOUND

Page 2.

2 prs.	Women's Shoe	Over	3.00
1 "	"	"	.95
1 "	Men's Shoes		3.95
1 "	"		4.45
1 "	"		4.70
1 "	"		4.70
1 "	"		4.90
2 "	Women's Over Shoes		1.70
1 "	Boy's Shoes		4.10
2 "	Women's Over Shoes		1.90
1 "	"	"	.85
1 "	"	"	1.15
1 "	Sisman Scamper		2.14
1 "	Boy's Shoes		2.65
3 "	Women's Zipper		3.06
1 "	Men's Scamper		2.14
2 "	Women's Whizz		4.20
1 "	"		1.50
1 "	Fur Trim Zipper		3.10
1 "	Child's Shoes		1.95
1 "	"		2.40
1 "	Women's White Oxford		2.20
1 "	Child's Shoes		1.80
1 "	"		2.50
1 "	Boy's Shoes		2.65
2 "	"		5.40
1 "	"		4.10
2 "	Boy's Gadder		3.74
1 "	Sisman Scamper		2.15
1 "	Child's Shoes		2.00
1 "	Women's Shoes		2.35
1 "	Women's Over Shoes		.85
1 "	"	"	.81
2 "	"	"	2.10
1 "	Boy's Shoes		2.55
1 "	"		2.70
1 "	"		2.65
1 "	Canvas Shoes		.91
1 "	"		1.00
1 "	"		.65
1 "	"		1.35
1 "	Girl's Shoes		1.87
1 "	Over Shoes		.80
1 "	Canvas Shoes		1.00
1 "	Women's Shoes		2.10
1 "	"		.85
1 "	Girl's Shoes		2.05
1 "	Baby's Shoes		1.60
1 "	Women's Slipper #467		1.15
1 "	Men's Shoes #1005		4.90
30 Yds.	Window Curtain #760		9.60
34 "	"	205	12.24
40 "	"	572	10.00
24 "	"	754	8.88
10 "	"	760	3.20
15 "	"	205	5.40
2 "	"	"	.20
15 "	"	572	3.75
5 "	"		1.75
10 "	"		3.70
20 "	"	719	8.40
26 "	"	"	10.92
21 "	"	"	8.82
11½ "	"	205	4.14
4 Only	Bed Spreads		17.00
38 "	Pillow Cases		14.14
4 Prs.	#088 Pants 1/36,3/38		20.20

E No. 8837 EXHIBIT No. CASE No.

G. No. VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD		REMARKS
CTION	TENDER &c								

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 8837 EXHIBIT No

NAME River Fish Co. per Genji OTSU REG. No.

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DE NO FOU
DECLARATION	TAKEN BY		AUCTION	TENDER &c		
EVACUATION	DATE					

Page 3

1 prs.	#081 Pants 1/36,3/38	4.25
1 Only	Girl's Shorts Size 28	.50
1	Khaki Over Shirt #0562	1.30
2	" " " 0554	1.80
1 Only	Carpenter's Apron	1.15
1 "	Girl's Sweater	3.50
1 "	Men's Windbreaker	4.55
2 doz.	Terry Towels	8.16
17 yds.	Pillow Case Cloth	6.29
1only	Men's Coverall #028	1.90
1 "	#71 Boy's Combination U/w.	1.25
1 "	Women's Coverall	1.15
2	#71 Boy's Comb. U/wear	2.20
1	#95 Men's Comb. "	3.95
1 pr.	Men's Pref. " "	2.50
1 pr.	Men's Pref. " "	1.20
1 pr.	Boy's Drawer #71 S 24	.60
2 pr.	Zimmerknit Drawers	.84
3 only	Bath Mat	2.55
1 "	Baby's Blanket	.66
6 "	Spectacle Case	.90
1 "	Boy's Suspender	.80
5 "	" Belts	1.70
2 "	Tiger Suspenders	1.14
2 only	Lady's Straw Hat	.66
8 "	Men's " "	2.80
19 "	" Neck Tie	14.25
45 "	P.K. Royal Cap	12.60
2 "	White Cap	.54
1 "	Boy's Cap	.95
1 "	Sun Shade	.29
20 "	Window Blinds	19.00
4 "	Dish Towel	1.70
5 "	Terry Towels	.48
2 "	Shoe Lace	.06
5 yds.	Oil Cloth	1.75
20 "	Brown Oil Cloth	14.00
15 "	Oil Cloth	5.25
2 Case	24/1 Rockwood Cocoa	6.72
8 Cans	Mazola Oil	16.00
6 "	Rockwood Cocoa 2 lb.	1.68
4 "	" " 1 lb.	.56
3 "	Fry's Cocoa ½ lb.	.66
6 "	Nabob Coffee	3.18
9 lbs.	" Tea	7.02
18 cans	Crisco 1 lb.	4.86
3 cans	" 3 lb.	1.50
3 pks.	Icing Sugar	.54
10 cans	Karo Syrup	1.70
22 Bottles	Certo	5.50
3 cans	Orange Marmalade	1.20
9 "	Magic Baking Powder	2.07
21 Bottles	Orange Marmalade	5.88
2/5 lbs.	Lard	2.20
47 cans	M.B, Baking Powder	9.40
33 "	Clam Chowder	3.96
39 Bottles	Flavouring Extract	9.36
11 cans	Black Pepper	.77
6 "	Cinnamon	.42
3 "	Cayenne	.21
3 "	Ginger, Nutmeg, White Pepper	.21
3 bottles	French's Mustard	.30
3 pks.	M.B. Ginger Spices	.81
3 cans	Manitoba Honey	.75
3 "	Aunt Dinnah Molasses	.66
26 Only	¼ Gal. Woolsey Copper	29.90
15 cans	½ " " "	32.25
7 "	⅛ Gal. Rogers Blk. Enam.	5.95

837 EXHIBIT No. CASE No.

VENUE

ES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD		REMARKS

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 8837 EXHIBIT No.

NAME River Fish Co. per Genji OTSU REG. No.

DATE
DECLARATION
EVACUATION

INVENTORY
TAKEN BY
DATE

DETAILS OF CLAIM

SALES
AUCTION | TENDER &c

SOLD WITH REAL PROP.

DECL. NOT FOUND

Page 4

2 cans	⅛ Gal. Spanish Red	1.00
2 bottles	Gold Paint	.30
1 only	1/16 Gal. Lagoline Paint	.40
1 "	⅛ " Bapco Yellow Enam.	.60
1 "	⅛ " Ramsay's Paint	1.05
1 "	¼ " Multi-use Enam.	1.50
5 "	Streamline Brushes 1 in.	.65
7 "	" " 2 in.	3.01
2 "	Miracle Brush 3 in.	3.20
50 lbs.	Japanese Twine	25.00
36 "	Seine Twine	17.28
8 "	Hard Seine Twine	4.00
8 "	¼" Cotton Rope	3.44
30 "	Manila Rope	9.60
6 pkgs.	Pencil King and Queen	16.50
6 "	Crayola Crayons	5.70
4 "	Andes Pencil	12.00
68 Box.	Crayons	6.12
5 pkgs.	Blotters	.40
20 Doz.	Note Books	9.00
14	Tablet	1.12
8	"	1.04
18	Scrap Books	3.24
48	Pencil Sharpeners	2.40
5	Tenastine Cement	.60
3 bottles	Peerless Paste	.24
10 "	Hold Fast Cement	2.00
10 cans	Music Needle	1.00
7	Scholars Sets	1.92
18	Pencils	.45
1	Clock	6.25
8	Flints	.40
1 Gross	Paper Pie Plate	-
4 Box	Herbert Tareyton Tobacco	12.40
3 "	" " "	4.65
3 Sets	Japanese Trays	11.25
7 only	Hitsu Medium	15.75
10 "	" Small	19.00
7 "	" Large	17.50
1 Box	Reckitts Blue	1.80
1 only	Coleman Lantern	6.20
8 "	Flower Pots	4.80
12 prs.	Rubber Gloves	2.40
1 box	Linen Thread (12 spools)	-
2 cones	wrapping Twine	-
1	Crocker Cover 4 Gal.	.35
1	" " 8 "	.65
42 doz.	White Cups and Saucer	44.20
2½ "	Heavy Cup and Saucer	7.50
9 set	Futatsuki Domburi	1.89
3 Roll	Tomahawk Tarred Paper	6.15
1 "	" " "	2.05
5½ "	Fancy Cups and Saucers	7.70
170 Pc.	White Saucer only	6.60
9 "	" Cups only	.45
2 set	23 Pc. Tea Set #1858	6.80
4	D100-s Bowl	2.52
5 set	448-1126 Bowl	3.15
4 "	448-1127 Bowl	2.52
5 "	102-3 "	3.15
5 "	44-1123 "	3.15
24	Bamboo Broom	3.60
4	Peeling Knife	.40
7	Tea Pot	4.20
2	" "	1.00
9 pc.	Plain Saucer	.45
1 "	Glass Bowl	.45

LE No 8837 EXHIBIT No. CASE No.

G. No. VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	REMARKS
ICTION	TENDER &c							

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 8837 EXHIBIT No.

NAME River Fish Co. per Genji OTSU REG. No.

DATE
DECLARATION
EVACUATION

INVENTORY
TAKEN BY
DATE

DETAILS OF CLAIM

SALES
AUCTION | TENDER &c

SOLD WITH REAL PROP.

DECL. NOT FOUND

Page 5

3	doz.	Glass Tumbler	2.55
4	"	Japanese Dish	3.80
3	only	Tea Pot #17-245	.84
9	only	Brooms	2.70
7	only	"	3.50
16	bottles	Mitsukan-su	5.60
4	"	Raspberry Vinegar	1.40
10	"	Syrup	3.00
58	only	Small Saki Bowls	1.71
6	bottles	Snow White	.30
2	"	Glass Wash Board	1.04
1	Case	Hardware Mixed	198.77
6	Roll	Barette Anchor Bldg. pap.	6.30
1	"	Wall Felt 16 oz.	4.00
1	"	Carpet Felt 16 oz.	4.00
400	lb.	Daizu	40.00
3	case	Mitsukan Vinegar 48 ea.	50.40
5		Lantern Plain	4.75
210	sq.yd.	Inlaid Linoleum	304.50
6		Boat Stove Frame	1.20
41	pc.	6" Black Stove Pipe	8.61
2	"	6" " " # elbow	.56
1	"	Galv. Roof Plate	.65
1	"	" 4" Pipe	.21
2	"	" 4" Pipe Top	.70
1	only	Kitchen Chair	1.70
4	gal.	Pickling Vinegar	2.20

EST. VALUE AS PER INVENTORY 30/4/42 $1976.68

LESS EST. VALUE OF SHIPMENTS 116.60

1860.08

STOCK AS PER LIST DATED 30 APR 42 1637 16

LESS CSTDN CR AS PER CLAIM 644 89

ALLEGED LOSS AS PER CLAIM 992 27

LE No 8837 EXHIBIT No. CASE No.

EG. No. VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	SHIPPED TO	REMARKS
AUCTION	TENDER &c								
								Genji OTSU	
									50 40 See CCMT letter 26 Aug 42

EXHIBIT No. 20 June 1949
DATE
FILED BY D.T.Braidwood

Redrawn March 29/43

THIS AGREEMENT made the day of February, in the year of our Lord one thousand nine hundred and forty-three

BETWEEN:

J. P. BOWDITCH of the Town of Steveston, in the Province of British Columbia, retired, (hereinafter called the Lessor)

OF THE FIRST PART

A N D :

RIVER FISH COMPANY LIMITED a body corporate having its registered office at 764 No. 2 Road, in the Town of Steveston, in the Province of British Columbia, (hereinafter called the Lessee)

OF THE SECOND PART

A N D :

F. A. GOSSE of Colman Building, in the City of Seattle, in the State of Washington, one of the United States of America, Company Executive, (Hereinafter called the Sub-lessee)

OF THE THIRD PART

WHEREAS by an agreement in writing and under seal bearing date the 1st day of January, A.D. 1934 the Joseph P. Bowditch Lessor leased to River Fish Company, now River Fish Company Limited, the Lessee, a wharf and warehouse situated on Lot one (1), Block one (1) and also Lot one (1), Block two (2), both in London Townsite, Steveston, for the purpose of erecting a storehouse and office building:

AND WHEREAS the said lease was renewed from time to time, the last renewal bearing date the 1st day of January, A.D. 1939 extending the term thereof to the 1st day of January, A.D. 1943:

AND WHEREAS by a sublease bearing date the River Fish Co. Ltd 15th day of January, A.D. 1942 the Lessee leased to the sub-lessee the said wharf approach and wharf on Lot one (1), Block one (1), Steveston, B.C. consisting of wharf approach, wharf, Main fish house right side of face of

dock and warehouse left side of face of dock known as fish egg house and excluded the store, garage and warehouse opposite garage; subsequently on the 24th day of August, A.D. 1942 the said store, garage and warehouse were by implication included in the said sub-lease:

AND WHEREAS by an Indenture bearing date the 1st day of January, A.D. 1941 the Corporation of the Township of Richmond granted to the ~~Lessee~~ River Fish Co. Ltd. certain easements and rights with respect to the public highway upon which a portion of the said buildings had been erected:

AND WHEREAS the ~~Lessor~~ Joseph P. Bowditch approved the said sub-lease and thereby made the principal lease co-terminus with the said sub-lease:

AND WHEREAS the Lessee, as authorized above now desires to transfer and assign any and all ~~its~~ River Fish Co. Ltd. leasehold rights and benefits are to the sub-lessee ~~which it~~ acquired under and by virtue of the above mentioned documents: of TRFC

AND WHEREAS the Lessor, the said Joseph P. Bowditch died on the day of March A.D. 1943 acknowledges that the ~~has~~ heirs agreed to release the Lessee, River Fish Co. Ltd., from the obligations contained in the said lease which obligations the said sub-Lessee has agreed to assume:

NOW IN CONSIDERATION of the premises and of the purchase by the sub-lessee of certain chattels set forth and described in a Bill of Sale of even date herewith from the Lessee and other consideration moving to the Lessee the parties hereto mutually covenant and agree each with the other of them in the manner following that is to say:

1. The Lessee hereby assigns to the sub-lessee any and all ~~its~~ of the River Fish Co. Ltd. rights and privileges set forth and contained in the said agreement bearing date the 1st day of January, A.D. 1934 made between the ~~Lessor~~ Joseph P. Bowditch and the Lessee River Fish Co. Ltd. and any and all ~~its~~ River Fish Co. Ltd. rights and privileges set forth and contained

in the said Indenture bearing date the 1st day of January, A.D. 1941 and made between the Corporation of the Township of Richmond and the ~~Lessee~~ River Fish Co Ltd subject to all the terms, covenants and conditions therein contained of which the sub-lessee acknowledges that he has received full notice:

2. The sub-lessee covenants and agrees that he will indemnify and protect the ~~Lessee~~ River Fish Co Ltd + the Lessee from and against the covenants to be performed by the ~~Lessee~~ River Fish Co Ltd in the said lease made with the ~~Lessor~~ Joseph P. Bowditch and in the said agreement made with the Corporation of the Township of Richmond and agrees to carry out and perform the terms of the said lease and the agreement in all respects as if the sub-lessee were named therein in the place and stead of the ~~Lessee~~: River Fish Co. Ltd.

3. The Lessor~~s~~ acknowledge~~s~~ by ~~his~~ their execution of this agreement that ~~he~~ they ~~has~~ have received due and full notice of the contents hereof and by ~~his~~ their execution of the same ~~he~~ they release~~s~~ and discharge~~s~~ the ~~Lessee~~ River Fish Co. Ltd + the Lessee from and against all the covenants, stipulations and agreements set forth and contained in the said lease and by implication in the said sublease and accept~~s~~ the sub-lessee in the place and stead of the ~~Lessee~~ River Fish Co Ltd in all respects as if the sub-lessee were named in the place and stead of the ~~Lessee~~ River Fish Co Ltd in the said lease:

This agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the ~~River Fish Company Limited~~ Lessee has executed ~~these presents~~ has caused its corporate seal to be affixed and the Lessor~~s~~ and the sub-lessee have set their hands and affixed their seals the day and year first above written

~~THE CORPORATE SEAL OF RIVER FISH~~)
~~COMPANY LIMITED~~ was hereunto)
affixed in the presence of:)
) (SEAL)
)

SIGNED SEALED AND DELIVERED)
by J. P. BOWDITCH in the)
presence of:)
)
)
)

_____

SIGNED SEALED AND DELIVERED)
by F. A. GOSSE in the)
presence of:)
)
) Signed F. A. Gosse (Red seal)
)
Signed A. Reg. MacDougall)

_____

DATED FEBRUARY 1943

J. P. BOWDITCH

-and-

RIVER FISH COMPANY LIMITED

-and-

F. A. Gosse

A G R E E M E N T

WYNESS & GRANT,
Barristers &c.,
Vancouver, B.C.

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

April 20/50

HOWARD SMITH PAPER MILLS LTD. CANADA MADE IN CANADA

NOTE!

This Exhibit seems to have been
filed previously as Exhibit 11 on Sept. 28/48.

G. N.

EXHIBIT No. 9546 - 18
DATE 20 June 1949
FILED BY
A. R. Wynes

December 22nd, 1942

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

Attention Mr. Milson

Dear Sirs:

Re: Your file #8837/1
River Fish Co. Ltd.

Please accept our thanks for your letter of the 21st instant.

We have carefully perused the copy of the letter from National Fisheries Ltd. dated the 16th instant enclosed with your letter. Knowing something of the negotiations we are satisfied that the statements contained therein do not represent the real position, but are made for the purpose of clouding the issue and creating what appears like a bona fide dispute. Actually National Fisheries Ltd. expected to pay a reasonable rental for the equipment and there was no suggestion at any time in the negotiations the writer had with that Company's representatives that storage should be charged.

Under the circumstances we respectfully suggest that your Department repossess all the goods and equipment of River Fish Co. Ltd. in the possession of National Fisheries Ltd. and either sell the same, or, if Mr. Otsu insists that the goods be stored point out to him that the Company will be responsible and will have to pay full storage charges, which could be estimated. Frankly we are of the opinion that the simplest way to dispose of this matter, and the cheapest at the finish, would be to sell the goods by private sale to some one other than National Fisheries Ltd. or their representatives.

In view of a possible change in the status of River Fish Co. Ltd. as tenants on December 31st, 1942 we suggest that whatever action is taken, be taken immediately and that your communication, if any, with

Mr. Otsu be by telegram.

We are of the opinion, that negotiations however extended with National Fisheries Ltd. would be non-productive and barren of good results.

Yours truly,

WYNESS & GRANT,

Per

W:G

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 8837/1

506 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

December 21, 1942

Recd 22/12/42 v

Messrs. Wyness & Grant,
207 West Hastings St.,
Vancouver, B. C.

Dear Sirs:

Re: River Fish Co.

Enclosed find copy of a letter received from the National Fisheries Ltd. in regard to leasing chattels of the River Fish Company. We would appreciate your comments.

Yours truly,

G. D. Milsom

G. D. Milsom
Administration Department

GDM/GH

Enc.

NOTE:

This Exhibit seems to have been
filed previously as Exhibit 10 on Sept. 28/48.

G. N.

"COPY"

NATIONAL FISHERIES LTD.
Ft. of Campbell
Ave.
Vancouver.

December 16th, 1942

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B. C.

Attention Mr. G. D. Milsom

Dear Sir:

Re: River Fish Company File No. 8837/1

In reply to your letter of December 15th which was brought to my attention upon my arrival here from Seattle today, we beg to advise that we did not make any agreement with Mr. Otsu nor the River Fish Company, to pay $50.00 per month for any goods that they have.

You will recall, during our phone conversation, we stated that this was outrageously high, in fact, $50.00 per month is $600.00 per year, and any of their equipment that we may have used, is not worth the total value of $600.00.

On the other hand, the River Fish Company have been remiss in their original agreement with us, in fact they did not allow us to get into the store premises until late in September, whereas, we should have been able to use the premises during the height of the salmon season. This to our mind, is a form of sabotage. Also the River Fish Company have equipment on the premises, using up space, for which we have not put in any bill for storage.

If Mr. Otsu wants to charge us for the use of what little equipment we are using, then we, of course, will feel very much disposed to put in a counter bill for at least an equal amount for storage on their equipment which is on the premises we are leasing.

Yours truly,

NATIONAL FISHERIES LTD.

Per F. A. Goss

EXHIBIT No. 954 b - 19
DATE 20 June 1949
FILED BY
H.P. Wyness.

March 30th, 1943.

Messrs. McDougall & Morrison,
Barristers and Solicitors,
Marine Building,
Vancouver, B.C.

Attention Mr.McDougall

Dear Sirs:

I have now prepared and enclose herewith a Bill of Sale in duplicate and an Agreement also in duplicate made between the Secretary of State of Canada acting in his capacity as Custodian of the River Fish Company Limited, P.A.Gosse and the Executors of the Estate of J.P.Bowditch deceased.

Will you be good enough to have these completed by Mr.Gosse and the Executors of the Estate of J.P.Bowditch and return them to me when I will have them executed by the Custodian.

The death of Mr.Bowditch has complicated matters somewhat and you will observe that I have not dated these documents. These dates were deliberately omitted because of the difficulty of registering the Bill of Sale if the date is more than the required number of days prior to registration.

My clients insist on copies of the documents referred to in your letter to me of March 23rd and I will be obliged if you will have copies made and sent to me to be forwarded to the River Fish Company, Limited. This I think will satisfy them and avoid irritation between our clients and ourselves and the Custodian.

Yours truly,

WYNESS & GRANT

Per. H.P.WYNESS

Encs.
W:G

THIS AGREEMENT made the day of

in the year of our Lord one thousand nine hundred

and forty-three

BETWEEN:

CHARLES ISTED of 3058 West 32nd Avenue, and FRANK L. McNEILL, Manager, of 1712 West 12th Avenue, both in the City of Vancouver, in the Province of British Columbia, Executors of the Estate of Joseph P.Bowditch deceased (hereinafter called the Lessors)

OF THE FIRST PART

A N D :

THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian, under and by virtue of Order-in-Council, P.C.1665, dated March 4th, 1942, as amended, (hereinafter called the Lessee)

OF THE SECOND PART

A N D :

F. A. GOSSE of Colman Building, in the City of Seattle, in the State of Washington, one of the United States of America, Company Executive, (hereinafter called the Sub-lessee)

OF THE THIRD PART

WHEREAS by an agreement in writing and under seal bearing date the 1st day of January, A.D.1934 Joseph P. Bowditch leased to River Fish Company, now River Fish Company Limited, a wharf and warehouse situated on Lot one (1), Block one (1) and also Lot one (1), Block Two (2), both in London Townsite, Steveston, for the purpose of erecting a storehouse and office building;

AND WHEREAS the said lease was renewed from time to time, the last renewal bearing date the 1st day of January, A.D.1939 extending the term thereof to the 1st day of January, A.D.1943;

AND WHEREAS by a sublease bearing date the 15th day of January, A.D.1942 the River Fish Company Limited leased to the sub-lessee the said wharf approach and wharf on Lot one (1), Block one (1), Steveston, B.C. consisting

of wharf approach, wharf, main fish house right side of face of dock and warehouse left side of face of dock known as fish egg house and excluded the store, garage and warehouse opposite garage; subsequently on the 24th day of August, A.D.1942 the said store, garage and warehouse were by implication included in the said sub-lease:

AND WHEREAS by an Indenture bearing date the 1st day of January, A. D. 1941 the Corporation of the Township of Richmond granted to the River Fish Company Limited certain easements and rights with respect to the public highway upon which a portion of the said buildings had been erected;

AND WHEREAS Joseph P. Bowditch approved the said sublease and thereby made the principal lease co-terminus with the said sub-lease;

AND WHEREAS the Lessee as authorized above now desires to transfer and assign any and all the leasehold rights and benefits of the River Fish Company Limited acquired under and by virtue of the above mentioned documents to the sub-lessee;

AND WHEREAS the said Joseph P. Bowditch died on the day of March A.D.1943 and the Lessors now acknowledge that they have agreed to release the River Fish Company Limited and the Lessee from the obligations contained in the said lease which obligations the said sub-lessee has agreed to assume;

NOW IN CONSIDERATION of the premises and of the purchase by the sub-lessee of certain chattels set forth and described in a Bill of Sale of even date herewith from the Lessee and other consideration moving to the Lessee the parties hereto mutually covenant and agree each with the other of them in the manner following that is to say:

1. The Lessee hereby assigns to the sub-lessee any and all the rights and privileges of the River Fish Company Limited set forth and contained in the said agreement

bearing date the 1st day of January A.D.1934 made between Joseph P. Bowditch and the River Fish Company Limited and any and all the rights and privileges of the River Fish Company Limited set forth and contained in the said Indenture bearing date the 1st day of January A. D. 1941 and made between the Corporation of the Township of Richmond and the River Fish Company Limited subject to all the terms, covenants and conditions therein contained of which the sub-lessee acknowledges that he has received full notice:

2. The sub-lessee covenants and agrees that he will indemnify and protect the River Fish Company Limited and the Lessee from and against the covenants to be performed by the River Fish Company Limited in the said lease made with Joseph P. Bowditch and in the said agreement made with the Corporation of the Township of Richmond and agrees to carry out and perform the terms of the said lease and agreement in all respects as if the sub-lessee were named therein in the place and stead of the River Fish Company Limited:

3. The Lessors acknowledge by their execution of this agreement that they have received due and full notice of the contents hereof and by their execution of the same they release and discharge the River Fish Company Limited and the Lessee from and against all the covenants, stipulations and agreements set forth and contained in the said lease and by implication in the said sublease and accept the sub-lessee in the place and stead of the River Fish Company Limited in all respects as if the sublessee were named in the place and stead of the River Fish Company Limited in the said lease:

This agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Lessee has executed these

presents and the Lessors and the sub-lessee have set their hands and affixed their seals the day and year first above written:

SIGNED SEALED AND DELIVERED)
)
in the presence of:)
)
)

SIGNED SEALED AND DELIVERED)
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in the presence of:)
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SIGNED SEALED AND DELIVERED)
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in the presence of:)
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DATED 1943

CHARLES ISTED AND FRANK L. McNEILL, Executors of the Estate of J.P.Bowditch deceased

-and-

THE SECRETARY OF STATE OF CANADA

-and-

F. A. GOSSE

A G R E E M E N T

WYNESS & GRANT
Barristers &c.,
Vancouver, B.C.

NOTE:

This Bill of Sale appears to have been filed previously as Exhibit 15 on Sept. 28, 1948.

G. N.

Form No. 13. Bill of Sale (Absolute). 3-49 Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.

"A"

This Indenture

made the day of in the year of our Lord one thousand nine hundred and forty three

In Pursuance of the "Bills of Sale Act"

Between THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian, under and by virtue of Order-in-Council, P.C. 1665, dated March 4, 1942, as amended, hereinafter called the Grantor,

Insert full Names, Addresses and Occupations of Parties

(hereinafter called the Grantor) of the First Part
AND

F. A. GOSSE of Colman Building, in the City of Seattle, in the State of Washington, one of the United States of America, Company Executive

(hereinafter called the Grantee) of the Second Part

Whereas, the Grantor is possessed of the goods and personal chattels hereinafter set forth, described and enumerated, and hath contracted and agreed with the Grantee for the absolute sale to him of the same, upon the terms and considerations hereinafter set forth.

Now this Indenture Witnesseth, that in pursuance of the said Agreement, and in consideration of the sum of fourteen hundred dollars ($1400.00) ---------- of lawful money of Canada, paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor **hath bargained,** sold, assigned, transferred and set over, and by these presents **Doth bargain,** sell, assign, transfer and set over unto the Grantee:
All those the said goods and personal chattels described and enumerated as follows:

See inventory attached

All of which goods and personal chattels are now in the possession of the Grantor and are situate, lying and being in, upon or about 764 No.2 Road in the Town of Steveston in the County of Westminster in the Province of British Columbia.

And all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, otherwise howsoever, of the said Grantor, of, in, to, and out of the same, and every part thereof:

To have and to hold the said assigned goods and personal chattels and each and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee, to and for his sole and only use Forever:

And the said Grantor **Doth** hereby Covenant, Promise and Agree with the said Grantee, in manner following, that is to say:
That the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and personal chattels, and every of them, and every part thereof: **And** that the said Grantor now has in himself good right to assign the same unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents; **And** that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and personal chattels and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by him, the said Grantor, or any person or persons whomsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

This Bill of Sale is given upon the condition that the Grantee has examined the goods set forth in the Inventory hereto attached and has satisfied himself that the said goods are as described and he takes the same as is and where is without any guarantee by the Grantor as to the quantity or quality of the said goods.

Quantity	
1	
1	
1	
1	
1	
1	
2	
3	
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1	
4	
1	
2	
1	
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14	
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1	
5	
1	
2	
3	
1	
1	
2	
7	
¼	
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1	
1	
1	
20	lbs.
5	Bdles
3	"
1	
1	
3	
1	
24	
41	
36	
12	
6	
14	
36	
10	
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18	
6	
1	

INVENTORY

OFFICE

Quantity	Furniture and Fixtures
1	National Cash Register
1	Office Desk and Chair
1	" " " "
1	" " " "
1	" " " "
1	" " " "
2	Steel files
3	Counter desks
1	Safe
1	Sawdust burner stove
1	Franklin Stove
4	Desk Lamps
1	Marvel Puncher
2	Book Cases
1	Cabinet
1	Typewriter desk and Chair
14	Kitchen chairs
1	Mimeo Duplicator Table
1	Union Jack Ensign and Frame
1	Stapler
5	Ink Pots
1	Pencil Sharpener
2	Letter Racks
3	Waste Paper Baskets
1	Cabinet for Fish Tags, containing a quantity of tags
1	Show Case
2	Boxes on caster
7	Steel Camp Beds with Mattresses
¼	Roll Wrapping Paper
1	Feather Duster
1	Grease Gun (Almite #6637)
20 lbs.	#11 Chassis Grease
5 Bdles	2 PMS - 30 x 40 - DD 50 #1 Kraft Paper
3 "	Tissue Paper
	Stove fixtures

Sundry Mess House Equipment

1	Stove #13 Renown
1	Table
3	Chairs
1	Table
24	Plates
41	Stem Glasses
36	Cups and Saucers
12	Plates (Soup)
6	Salt Shakers
14	Tablespoons
36	Tumblers
10	Knives
10	Forks
12	Sugar Bowls
6	Water Jugs
6	Glass Bowls
18	Plates
6	Milk Bowls
1	Herald Stove #125

WAREHOUSE

Quantity	Fixtures
6	Flat fish trucks
5	Hand trucks
1	10 H.P.Motor (Conveyer)
1	Conveyer and Equipment
1	Hand Derick with Box
3	Platform Scale with boxes
1 pc.	Large Canvas cover (for big truck 40 x 40)
2	Water pumps with pipe & hose etc.
2	Kedge anchor 300 lbs. each and 2 cables
1	Truck tire
30 Bdl.	Salmon Box Wire
3 Kegs	" " Nails 900#
1	Rice Machine with motor and Equipment - 3 H.P.Motor
5	Rice Boxes on casters
2	Fish washing tanks
2	Scoop (Aluminium) for Ice
40 Sk.	Salt $\frac{3}{4}$ gd.
3	Fish tables
14	Baskets
4	Oil measuring cans
3	Brushes
3	Brooms
2	Ice shovels
1	Gas drum pump
1	Funnel
	Lumber for 2 scow roofs and sides
	Salt Salmon Boxes
	Salt Salmon Roe Boxes
2	Grinding Machines

of the Grantor
lying and being in,

of British Columbia.

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And moreover, that the said Grantor, and all persons rightfully claiming or to claim, any estate, right, title, or interest of, in or to the said hereby assigned goods and personal chattels and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods and personal chattels unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents as by the said Grantee or his Counsel shall be reasonably advised or required.

Wherever the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require, and shall include the parties, hereto, their and each of their heirs, executors, administrators, successors and assigns, respectively.

In Witness Whereof the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered

IN THE PRESENCE OF

SIG. OF WITNESS:

ADDRESS

OCCUPATION

This is the paper-writing marked "A" referred to in the Affidavit of

sworn before me this

day of A.D. 19

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

"BILLS OF SALE ACT"

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I, ...of.....

..... of the .....
(State whether President, Secretary or Director) (Name of Corporation)

make oath and say as follows:—

1. That the paper-writing hereto annexed and marked "A" is a true copy of a bill of sale, and of *(or, when an original bill of sale is filed,* is a bill of sale together with) every schedule or inventory thereto annexed or therein referred to as made, given, and executed by the said.....
(Name of Corporation)

2. That I, as.....of the said Corporation, being duly authorized
(State whether President, Secretary or Director)
so to do, did affix the seal of the said Corporation to the said bill of sale, did sign the said bill of sale as .....of the said Corporation, and did duly deliver the said bill of sale
(State whether President, Secretary or Director)
as the act and deed of the said Corporation on the.....day of.....19.....

3. That the head office or chief place of business of the said Corporation in British Columbia is situate at .....in the said Province.
[State fully the whereabouts of the head office or chief place of business, such as street and number (if any).]

Subscribed to and sworn before me this

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

.....
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

.....

"BILLS OF SALE ACT"

COUNTY OF WESTMINSTER
TO WIT:

I, F. A. Gosse of the City of Seattle, in the State of Washington in ~~the Province of British Columbia~~, the Grantee in the foregoing Bill of Sale named, make oath and say: That the sale therein made is bona fide and for valuable consideration, namely, the consideration of the sum of Fourteen hundred dollars $1400.00) ---------- dollars; as set forth in the said Bill of Sale; and not for the purpose of enabling me this deponent to hold the goods and chattels mentioned therein as against the creditors of the said Grantor; and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the Grantor.

Sworn before me at the City of Vancouver in the Province of British Columbia, this day of A.D. 1943

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

WYNESS & GRANT
Barristers &c.;
Vancouver, B. C.

Bill of Sale
(ABSOLUTE)

Clarke & Stuart Co. Ltd., Law Printers and Stationers
Vancouver, B.C.
Form No. 13

THE SECRETARY OF STATE
OF CANADA
—TO—
F. A. GOSSE

Dated 19

"BILLS OF SALE ACT"

COUNTY OF
TO WIT:

I, of make oath and say as follows:

1.—That the paper-writing hereunto annexed, and marked "A", is a true copy of a Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by

2.—That the Bill of Sale was made and given by the said on the day of , in the year of our Lord one thousand nine hundred and

3.—That I was present and did see the said , in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said day of in the year aforesaid.

4.—That the said at the time of making and giving the said Bill of Sale, resided and still resides at and then was and still is

5.—That the name set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at and am

Subscribed to and sworn before me this day of A.D. 19 at the of in the Province of British Columbia.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

EXHIBIT No. 9546 - 20
DATE 20 June 1949
FILED BY
H. P. Wyness

Minto City, B.C.
July 20th, 1943.

H. P. Wyness, Esq.,
Barrister and Solicitor,
1114 Dominion Bank Building,
Vancouver, B.C.

Dear Sir:

Re: River Fish Co.Ltd.

With reference to the above company and its authorization of your acting on its behalf, I should greatly appreciate your telling me the following information.

1. To what extent and responsibility the Custodian is looking after the affairs of the company.

2. Is the work, now being done, by the Custodian duplicating the services we requested you to carry out in our instruction and authorization dated May 15th 1942.

The treasury of the company is financially at its lowest ebb now and since all the sources of the revenue have been cut off, I am trying, in my limited sphere, to cut down all expenses. After receiving your reply to the above inquiries I may have to terminate our contract made 15th day of May, last year.

Please let me have your comments.

Yours very truly,

GENJI OTSU

TN

July 23rd 1943.

P.O.Box 29,

Genji Otsu, Esq.,
Minto City, B.C.

Dear Sir,

Please accept my thanks for your letter of the 20th instant which reached me today.

First I will endeavor to specifically answer the questions you ask.

Question 1. To what extent and responsibility the Custodian is looking after the affairs of the company?

Answer: I do not know but I assume the Custodian has taken full charge of the Company's affairs. I am confirmed in this view by reason of the fact that in the month of February 1943 the Custodian entered into negotiations with F.A.Gosse to sell the leasehold rights of the Company at Steveston together with certain equipment including an electric motor, a fish elevator etc. I was subsequently instructed to prepare certain documents no doubt because of the fact that I was familiar with the matter. These documents were submitted to you and I was informed by the Custodian by letter dated March 17th 1943 that the Company refused to execute them, as presented. I was then instructed in writing by the Custodian to prepare a new set of documents in which the Custodian was named as the owner and F.A.Gosse as the purchaser. I understand that Mr.Gosse paid the Custodian some time in February approximately the sum of $1400.00 as conaideration for the sale. Subsequently these documents were submitted to Messrs.McDougal & Morrison, Barristers and Solicitors, acting for Gosse, with a request that they be executed by Mr.Gosse and the Executors of the late John Bowditch. According to my information these documents have not yet been so completed but possession of the property was turned over to Mr.Gosse about the time the cheque was delivered. I am therefore of the opinion that the Custodian has completely taken over the responsibility of looking after the affairs of the Company.

Question 2. Is the work, now being done by the Custodian duplicating the services we requested you to carry out in our instruction and authorization dated May 15th 1942?

Answer: To a very considerable extent I believe this question should be answered in the affirmative, but of this I have no personal knowledge. I assume that the Custodian is looking after the payment of taxes on your property out of money in his hands, if not he should receive instructions from you to do so. With reference to the claim againat National Fisheries Ltd. and Gosse the Custodian has taken no part and my understanding is that this matter stands generally until the end of the war unless in the meantime Gosse takes some proceedings. You know of your own knowledge of the efforts made by the writer to arrive at a settlement with Gosse and you know the result of our conferences. Mr.K.Kimura is also familiar with what was done.

My firm has attended to the filing of your company's annual report in the month of February 1943. This keeps your Company in good standing and alive in order that its rights may be preserved. This seems to be about all the work I will be able to usefully do for you in the future in view of the fact that there is now no need to collect rent from Mr.Gosse

and the only remaining work to be done would be to pay your Company's taxes. This could be done just as well by the Custodian and should be done by him.

On May 15th 1942 when you gave me your instructions and on May 22nd 1942 when you gave me authorization to represent your Company it was anticipated that an action would be commenced against Mr.Gosse and also that the affairs of your Company would be left largely in my hands in view of the facts that the members of the Company, with the exception of the former secretary-treasurer, were naturalized British subjects but in the meantime the Custodian has evidently decided under the powers which he has to assume direct control over the assets of your Company. Under these circumstances the amount of work I can usefully do for you is necessarily limited.

I trust that this letter will sufficiently answer your enquiries and enable you to take all proper steps to safe-guard the Company's interests.

Yours truly,

H. P. WYNESS.

W:G

21.

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 "Boufridge"

~~Yorkshire Building~~ 506 Royal Bank
~~725 Cambie Street~~ Building,
Vancouver, B.C.

8th November 1949.

EXHIBIT No. 954-C-21
DATE Nov. 9/49.
FILED BY
D. T. Braidwood.

Hon. Mr.Justice H.I. Bird,
The Court House,
Vancouver, B.C.

Dear Sir,

Japanese Property Claims Commission
Case No.954 C. - River Fish Co.Ltd.

Counsel have agreed that the real property, automobiles and all chattels with the exception of buildings situate on land not owned by the Company ~~are~~ dealt with in accordance with the ordinary form of settlement applicable to non-corporate cases.

With respect to the buildings which were situated on the land of one Bowditch ~~in~~ and the Municipality of Richmond, after consideration of the evidence presented by the claimant and the documents filed, as well as evidence given by Mr. H.P. Wyness, Counsel have agreed that there is some confusion as to the method of disposition of these buildings by the Custodian. The Custodian apparently parted with possession and title on the sale of certain equipment to the Canada Fishing Company. The claimant alleged to have taken into account the cost of removing the buildings in fixing his claim at $2900. In the ordinary course of events these buildings would fall into the category of lost chattels.

However, in view of the uncertainty referred to above, Counsel have agreed, instead of taking the whole $2900 into the lost column, to take a figure of $2000. This means that the recovery on these buildings will be the amount which resulted from the application of the ratio of the goods sold by auction to the said sum. This ratio is approximately 50%.

The above recommendation is made without prejudice of the rights of either party in the event of the Commissioner not approving same.

Yours very truly,

Counsel for Claimants

Counsel for Crown

January 27th 1950.

D. T. Braidwood, Esq.,
Barrister and Solicitor,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Braidwood,

Re Claim No.954-C - River Fish Co.Ltd.

Replying to your letter of the 25th inst.-

No written ruling in this case has been made, but minutes taken on the discussion November 9th last reveal that you filed (Exhibit 21) joint submission by yourself and Mr.McMaster, and the Commissioner approved recommendation of $4326.06 on claim $9800.00 - "endorsement in record to constitute award".

I trust that this answers your inquiry.

Yours truly,

Secretary.

Sutton, Braidwood & Morris
SUCCESSORS TO
Reid, Wallbridge, Gilson, Sutton & Braidwood

Barristers and Solicitors

W. A. SUTTON D. T. BRAIDWOOD
C. E. MORRIS

A. B. CLIFF O. J. HALL

Telephone: Pacific 3464
Cable Address "Boufridge"

506 Royal Bank Building,
~~Yorkshire Building~~
675 West Hastings St
~~525 Seymour Street~~
Vancouver, B.C.

January 25th 1950.

Miss White,
Secretary,
Japanese Claims Commission,
Court House,
Vancouver, B. C.

Dear Miss White:

Re: Case No. 954-C. River Fish Co., Ltd.,

Mr. McMaster believes that there was a Judge's special ruling in this case. We do not appear to have a copy of this memorandum, and I shall appreciate your checking your file to see if one exists and forward me a copy.

Yours very truly,

DTB/MS

June 25th 1949.

H. P. Wyness, Esq.,
Barrister and Solicitor,
1114 Dominion Bank Building,
Vancouver, B.C.

Dear Sir,

As previously arranged, we are now returning the following documents to you:

1. Letter Genji Otsu to H.P.Wyness, July 20th/43.
2. Copy letter H.P.Wyness to Genji Otsu, July 23/43.
3. Copy letter Wyness & Grant to McDougall & Morrison, March 30th/43.
4. Agreement between Charles Isted, the Secretary of State of Canada and F.A.Gosse.
5. Bill of Sale Secretary of State of Canada and F.A.Gosse.

We have made copies of these documents, and they have been filed as exhibits.

Yours truly,

Encs.

AW/W.

A. WATSON

Secretary.

WYNESS & GRANT
BARRISTERS AND SOLICITORS
NOTARIES

HARVEY P. WYNESS, LL.B. ELIZABETH W. GRANT, B.A.

PHONE: PACIFIC 8949

1114 DOMINION BUILDING
207 HASTINGS STREET WEST
VANCOUVER, B. C.

June 27th, 1949

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

Dear Sir:

re: River Fish Co. Ltd.

We acknowledge receipt of your letter of the 25th instant returning the documents as stated.

Yours truly,
WYNESS & GRANT,

Per