Name of Claimant Chosuke (Charles) NAKAMURA Case 1401 - Dismissed

Custodian File 11633

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		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	

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

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

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	

TOTAL RECOMMENDATION	.00

Case No. 1401

IN THE MATTER OF THE "INQUIRIES ACT"

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

THE JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Vancouver, B. C.

October 13th, 1949.

IN THE MATTER OF THE CLAIM OF

CHOSUKE (CHARLES) MAKAMURA.

PROCEEDINGS AT HEARING

APPEARANCES:

D.T.B.BRAIDWOOD, Esq., and J. A. MacDONALD, Esq.,	appearing for the Dominion Government.
D. S. McTAVISH, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
MRS. E. BLYGH,	Official Reporter.

MR. McTAVISH: My lord, in this matter, I understand it is necessary to make application for late filing.

THE COMMISSIONER: Miss Reporter, I wish you would make up the transcript in the proper chronological order so as to take the Wilson evidence as if it were heard in the usual way rather than having it come first in the transcript.

Yes, I will hear you, Mr. McTavish.

MR. McTAVISH: My lord, in this matter the claimant consulted me early in 1948 in regard to this matter and he had been trying to get certain documents which he had and which he had not yet located, and at that time I did not know anything about the Japanese Claims Commission, or what the procedure was, and I asked him to get the documents before I did anything on it.

Later Crown counsel at Vernon, Mr. McMaster, asked me to interview him and also Mr. Nakamura, and Mr. McMaster interviewed Mr. Nakamura, and on the basis of the information given there he advised Mr. Nakamura he had no claim and that it did not come within the terms of reference.

Within two or three months ago Mr. Nakammra came to see me again to advise me that a claim very similar to his -- namely the claim of Mr. Nakimota had been heard by the Commission, and on receiving that information I wrote Mr. McMaster again on the matter and he wrote back saying that a claim such as Mr. Nakamura, while they still did not come within the terms of reference, they were being heard by the Commission, and it was understood some recommendation would go forward to Ottawa on it.

When I received that information I wrote the

Secretary to the Commission on August 25th, outlining the basis of my client's claim and requesting permission for late filing, and I would make that formal application now for the reasons I have just stated.

THE COMMISSIONER: Yes. Mr. MacDonald, what have you to say?

MR. MacDONALD: It is going to be my submission, my lord, no part of this claim is within the terms of reference strictly, but in view of the fact your lordship is going to give some consideration to matters strictly outside the terms of reference in another case, I think it is only fair that this application should be granted.

THE COMMISSIONER: I think that is a very proper attitude for Government counsel to take. In the circumstances I will hear the claim, but it is clearly on the understanding, Mr. McTavish, and I would like you to explain to your client that the terms of reference directed to me exclude a claim of a nature of this claim.

MR. McTAVISH: I think my client understands that, my lord. I have explained the whole thing to him, and I am putting the claim in accordingly.

THE COMMISSIONER: However, I have discussed the matter with the Deputy Minister of Justice, or rather I should say, a similar situation and I have been directed to make reports on claims of this nature, so I shall treat this in the same way.

MR. McTAVISH: Thank you, my lord. The original claim as set forth required certain amendments in it.

On perusing the Custodian's file we find my client signed a charter party agreement with the Dominion Government for $175.00 a month, and for that reason we wish to amend the original claim where we claim $15.00 a day on the "Smith Sound" to conform with the agreement that my client signed, for $175.00 a month.

THE COMMISSIONER: That relates to the "Smith Sound" only does it?

MR. McTAVISH: Yes, it relates only to the "Smith Sound" claim.

THE COMMISSIONER: And I take it you will lead some evidence to explain the circumstances under which that charter party was granted to the Dominion Government.

MR. McTAVISH: I don't know just what my client knows about it and I forgot to mention we would also like to add charter money for 68 days on the "Broughton Sound", "Rose N","Scow #1"and "Scow No.2" Now when my client originally instruted me on this he was of the opinion he had sold these boats sometime in December and they were not sold until sometime in January.

THE COMMISSIONER: Well, you will file the amended claim.

MR. McTAVISH: I have the claim here to file, my lord, and I would also like to drop the claim for damages on "Broughton 1" and "Nootka Sound". There was certain remuneration paid on her and my client signed releases

on those two claims.

THE COMMISSIONER: What is the charter fee on the "Smith Sound"?

MR. McTAVISH: $175.00 a month.

THE COMMISSIONER: As to what date?

MR. McTAVISH: I am not certain of the date, my lord, but I will ask the Crown counsel to produce the charter party later.

THE COMMISSIONER: Very well.

MR. McTAVISH: Now, there is one item that appeared in the Custodian's file that Mr. Namakura could not explain, and he put in a claim for it, and it might be duplicated, and if it is, we wish to drop it. It is a claim for supervision cost on the "Arashio" and "Kurashio" and "Smith Sound". After talking to counsel it appears this might be included in the claim on the sale of these boats.

MR. MacDONALD: It is, my lord.

MR. McTAVISH: Well, it appears in the amended statement I am filing.

THE COMMISSIONER: Then you had better strike it out to avoid any confusion.

MR. McTAVISH: Well, the total claim will not be $41,827.25.

THE COMMISSIONER: $41,827 -- ?

MR. McTAVISH : And 25 cents. I will now call Mr. Nakimura.

CHOSUKE (CHARLES) NAKAMURA, the Claimant herein, being first sworn, testified as follows:

DIRECT EXAMINATION BY MR. McTAVISH:

Q Mr. Nakamura, you instructed me with regard to the

preparation of a summary of your claim?

A Yes, I did.

Q And is this a summary of the claim that you prepared and had signed?

A That is right.

Q Now are the facts set forth in this summary correct to the best of your information and belief, Mr. Nakamura? A. Yes.

Q That is with the exception of this duplication of $594.00? A That is right.

Q That will be Exhibit 2, my lord?

THE COMMISIONER: That letter will be Exhibit 1, and you can renumber the document identified by Mr. Wilson. I want to have this in proper order.

THE SECRETARY: Yes, my lord, that will be Number 1.

(DOCUMENT MARKED EXHIBIT No. ~~1~~ 1401-1)

MR. McTAVISH: Q: Now going through this summary the claimant states --

THE COMMISSIONER: Just one moment until I get the document in front of me so I can follow you.

MR. McTAVISH: Yes, my lord.

THE COMMISSIONER: Yes, all right.

MR. McTAVISH: The claimant states that; "Prior to 1941 I worked in the City of Vancouver. I operated a number of fishing boats and owned the following boats. Kurashio; Arashio; Nootka Sound; Smith Sound; Broughton #1, Rose N, Scow #1 and Scow #2. All these boats were taken on the outbreak of war with Japan and I lost the use of them from approximately

December 7th, 1941."

He states that these boats were taken over by the Navy on the outbreak of war with Japan in December, 1941.

He sets forth that prior to the outbreak of the war two of the vessels, the"Arashio" and "Kuroshio" were chartered on a bare boat basis by the North Shore Packing Company Limited, and he operated the other boats himself. The "Arashio" and"Kurashio", were being chartered for at the rate of $25.00 per day.

My lord, the agreements on that are already in, and Mr. Nakamura can identify them.

THE COMMISSIONER: Well, they have been identified by the witness Wilson, so we will will mark those charter documents Exhibit 2-- those that were identified by Mr. Wilson.

(CHARTER AGREEMENTS MARKED EXHIBIT No. 1401-2)

MR. McTAVISH: He then states, " On December 31, 1941, he received a wire from the Director of Marine Services requisitioned for Naval service,both the "Kurashio" and "Arashio".

Q Mr. Nakamura, I show you a wire, is that the wire that you refer to?

A Yes, that is right.

MR. McTAVISH: I will put this wire in as Exhibit 3, my lord.

(TELEGRAM MARKED EXHIBIT No. 1401-3)

MR. McTAVISH: That wire, my lord, reads as follows. (Reading same).

Q Now, Mr. Nakamura, did you conform to those instructions?

A Yes, I did.

Q And did you wire them to that effect?

A I don't remember whether I wired them, but we followed those instructions.

Q Well, I show you a copy of a wire purporting to come from you dated December 31st, 1941. Can you identify that? A. That is right.

Q I will put this reply to that wire in as Exhibit number 4, my lord.

(TELEGRAM MARKED EXHIBIT No. 1401-4)

Q Mr. Nakamura, did you also get a letter from the Director of Marine Service, confirming the wire of December 31st?

A I believe I got.

Q I will show you a letter addressed to you. Is that the letter in question?

A Yes, that is right.

Q I will put that in as Exhibit number five, a letter from the Director of Marine Services, confirming that wire and adding somewhat to it, by a paragraph reading , "An advisory Board, which sits periodically in Vancouver for the purpose of making recommendations on charter hire of requisitioned vessels to the undersigned, will be requested to take your vessel under consideration as soon as possible and arrangements should be made, if you so desire, to be represented and have ready any documents relating thereto which will be of assistance to the members of the Board in making a recommendation. "

(LETTER MARKED EXHIBIT No. 1401-5)

MR. McTAVISH: And he goes on to say, my lord, that he does not quite recall on what date the "Smith Sound" was requisitioned for Naval services, but he believes it was approximately at the same time. And then he said he received a similar wire as above on January 14th, 1942, requisitioning the "Nootka Sound" for Nval purposes.

Q Is this the wire, Mr. Nakamura?

A Yes., that is it.

Q This is a wire similar to the above with the same wording requisitioning the "Nootka Sound" for Naval purposes and that will be --

THE SECRETARY: Exhibit No. 6.

(TELEGRAM MARKED EXHIBIT No. 1401-6)

MR. McTAVISH: The statement then goes on , my lord, to say he received a wire on January 22nd, 1942,-- with regard to the sitting of the Advisory Board which was going to consider the rates of charter hire and the valuation of the "Smith Sound".

Q Is this the wire, Mr. Nakamura?

A Yes.

Q That is Exhibit number 6, my lord. Then he goes on to say that he attended this meeting in company of Wilf Martin , who had held his power of attorney in Vancouver and nothing was determined with regard to the charter price at this time, and they did not discuss the charter price at all -- but they did fix a valuation of the boat.

Q Now what valuation was that that they fixed at this

time? A. The "Kurashio", $22,000.

(TELEGRAM MARKED No. 1401-7)

Q No, this is the "Smith Sound"?

A $14,100.00.

THE COMMISSIONER: Q: How much?

MR. McTAVISH: Q: That is what was known as Lloyds Survey Valuation, was it?

A That is right.

MR. McTAVISH: Q: Now on February 20th, the statement goes on to say, you received another wire similar to the one above concerning the "Arashio" and Kurashio". Is this the wire, Mr. Nakamura?

A That is right.

MR. MCTAVISH: I will put this in as Exhibit No. 8, my lord.

(TELEGRAM MARKED No. 1401-8 Exhibit No.)

MR. McTAVISH: Then it goes on to say he again attended this meeting with Mr. Martin and the same procedure was adopted. A valuation was placed on the boat but nothing was done with regard to the charter money.

Q What valuation was placed on these two boats at that time? A. If I remember it was $22,000 on the "Kurashio" and $21,830.00 on the "Arashio".

THE COMMISSIONER: $22,000 on the --

MR. McTAVISH: On the "Kurashio" and $21,830.00 on the "Arashio".

Q Now, Mr. Nakamura, did you at any time receive any charter money on the "Kurashio" or the "Arashio"?

A No, I did not receive any.

Q Did you at any time receive any charter money on the "Smith Sound"? A. No, I did not receive

any.

Q Did you receive any charter money on any of the tother boats? A. No.

MR. McTAVISH: Now, I would ask Crown counsel to produce the charter party agreement on the "Smith Sound", made between Mr. Nakamura and the Dominion Government.

THE COMMISSIONER: I understand the witness said he received no charter money on any of these vessels.

MR. McTAVISH: That is right.

THE COMMISSIONER: Not even on the vessel on which there was a written charter party.

MR. McTAVISH: That is right.

Q Now, Mr. Nakamura, I show you a charter party agreement made between yourself and the Director of Marine Services, acting for and on behalf of the Marine Defence. Do you recognize the documents?

A Yes.

Q You recognize that document?

A I remember that document.

Q Can you explain anything about this document to the Court?

A I beg your pardon?

Q Can you explain this document to the Court?

THE COMMISSIONER: Q; How did it happen, Mr. Nakamura, that the Charter Party was made? What took place between you and some representative of the Dominion Government?

A I beg your pardon, my lord.

Q What took place between you and somebody who represented the Dominion Government with regard to the chartering of the "Smith Sound"?

A I just simply signed it. That is all they would pay me, so I feel I have to let them have it anyway on that basis. Is that your interpretation, my lord?

Q I understand you had this charter party placed in front of you?

A Yes.

Q Why did you sign it?

A Well, it is no choice for me -- that rate is low and they wanted it. That is what they could pay, so I simply accepted it.

Q I see. What is the date of that?

MR. McTAVISH: The date is June 5th, 1942. I will put this in as Exhibit 9, my lord.

(PARTY CHARTER AGREEMENT MARKED EXHIBIT 1401-9)

Q Now do you recall any of the negotiations leading up to the signing of that document, Mr. Nakamura?

A I don't remember anything clear about that now. It is so far away.

Q You don't remember it clearly at all?

A No, but I remember I had no choice - on rate of charter. They want the boat and the charter rate is what is set and I have no choice. I cannot ask any more rate ,so I just simply sign.

Q Do you remember anyone talking this over with you?

A Talking?

Q Talking this charter party over with you. Did you discuss it with anyone?

A I cannot remind., but if I did I cannot remember, but I must have discussed it.

Q But you don't remember discussing it with anyone?

THE COMMISSIONER: You might bring out from the witness what his fishing season is. Is the period following June a normally busy season for such a vessel, or is it a slack season?

A That season is for fishing herring and that is the most busy season. There are two operations -- well it is really three operations in fishing business in ours -- and the herring starts from October to the end of March, and in our operation, in trolling, and halibut fishing in those days starting from April to about August and then the salmon season starts about July to end of October, so we pretty well cover the year around in our operations.

MR. McTAVISH: Q: In other words, the "Smith Sound", was capable of being in use the whole year round for fishing purposes? A. That is right.

MR. McTAVISH: Now his statement then goes on, my lord,

"The "Arashio" "Kuroshio" and "Smith Sound" were finally purchased on August 26th, 1942, by the Department of Munition and Supply. At no time was I paid charter money which was represented would be paid by the above wires. As the boats, if they had been in my service would have been earning money, and as two in particular, the "Arashio" and Kurashio", would have been chartered for most, if not all the above period and he suffered a substantial loss of charter money on these boats. And the total loss for those boats he sets at $14,387.50.

Now on that, I might make an explanation. The period of 262 days was taken as at December 7th, to

August 26th. Now Mr. Nakamura was not quite certain as to when that period was when these boats were taken over and that period might have to be shortened by Crown counsel. He might be able to produce some evidence on that, but according to Mr. Nakamura it was approximately that time -- it was within that ten day period. Now I would ask Crown counsel to produce the agreement between Nakamura and the North Shore Packing Company, whereby the "Nootka Sound", "Broughton 1", Rose N", Scow #1 and Scow #2, were sold.

Q I produce this agreement, Mr. Nakamura. Is this the agreement by which you sold the boats I just mentoned to North Shore Packing Co. Ltd.?

A That is right.

MR. McTAVISH: This agreement my lord, I will put in as Agreement 10. It is an agreement dated the 30th day of January 1942, by which the boats I have just mentioned were taken over and sold to the North Shore Packing Company.

(AGREEMENT MARKED EXHIBIT No. 1401-10)

Q Now do you recall, Mr. Nakamura, the date those boats were actually taken over by the North Shore Packing Company? A. About the middle of February.

MR. McTAVISH: My lord, from a perusal of the Crown's file the informal is that they were taken over on February 13th. I would ask Crown counsel to admit that.

MR. MACDONALD: That is correct.

MR. McTAVISH: Then he goes on in the statement to say he is making a claim for charter money for the boats mentioned in that agreement for a period of 68 days.

THE COMMISSIONER: You might have him explain what was done with the vessels between the time when they were requisitioned, or however else they were handled by the Government authorities up to the time they were sold.

MR. McTAVISH: Yes.

Q Do you know, Mr. Nakamura, what happened to these boats from the time they were taken over by the Navy until they were sold to the North Shore Packing Company?

A The government ordered the stopping of the boats--

Q That is with reference to all the boats?

A Yes.

Q And as far as you know they were just taken over by the Navy and held by the Navy?

A First of all they stopped operation of the boats and stopped our using them. -- stopped the whole thing -- and then -- well their charter came after that. When the war broke out they order every boat stop operation, so we have to close our herring fishing on Pender Island which had been supplying herring to Mr. Wilson --

Q THE COMMISSIONER: Let me understand you. I take it you surrendered those vessels, the "Nootka" Sound", "Broughton 1", the "Rose N" and two scows by order of the Navy immediately after the declaration of War with Japan?

A Yes, my lord.

Q Was there any bargain made for the use of those vessels

between December 7th 1941 and the date when you sold them to the North Shore Packing Company?

A Yes.

Q Was there any bargain for using them by the Government? A. Not except "Nootka Sound".

Q She is one of the vessels you dealt with before?

MR. McTAVISH: Yes.

THE COMMISSIONER: Q: The remaining vessels were just held by the Government?

A Yes.

Q Just as all other owned Japanese vessels were held?

A Yes.

MR. McTAVISH: And the statement goes on, "Their values for Charter purposes were as follows:

"Nootka Sound"	at	$25.00	per day	$1700.00
"Broughton 1"	at	$10.00	" "	680.00
" Rose N"	"	$10.00	" "	680.00
"Scow No. 1"	"	$ 6.00	" "	408.00
"Scow No. 2 "	"	$ 6.00	" "	408.00
			Total	3,876.00

"

THE COMMISSIONER: I would like to understand the basis of your claim. You don't contend the "Broughton1", or "Rose N" were used by any authority --

MR. McTAVISH: No.

THE COMMISSIONER: They were simply held.

MR. McTAVISH: Yes, they were just taken out of operation and held and Mr. Nakamura lost the use of those boats during the most productive fishing seasons.

THE COMMISSIONER: I do not think there could be any

claim made for that because all these vessels were simply held by the Navy during that period.

MR. McTAVISH: I understand that. On the basis of that Mr. Nakamura states his total claim for loss of charter money is $18,263.50, and I would explain the same remarks I made as to the "Kurashio" and "Arashio" and "Nootka Sound", applied to those boats, because Mr. Nakamura is not certain of the dates.

THE COMMISSIONER: Wasn't the "Nootka Sound" chartered?

MR. McTAVISH: No, it had been in Mr. Nakamura's own use before that, but there was a wire from the Navy requisitioning the "Nootka Sound", and that is on file, my lord, Exhibit number 6.

THE COMMISSIONER: Yes, I have it.

MR. McTAVISH: Now the statement goes on, my lord, and sets forth certain damage which was done to the "Nootka Sound", "Broughton I", "Rose N" and Scow #1 and Scow # 2, while in the Navy's hands, and recompenses made for damages to "Broughton I" and "Nootka Sound" and the government is released from Mr. Nakamura recovering this. However, nothing was done for the damages to the "Rose N", and these damages amounted to $379.45 as shown on the statement.

Q Now, Mr. Nakamura, I show you a letter from the North Shore Packing Company to yourself, setting forth the damages, and enclosing a summary of the damages and replacements necessary for the "Rose N". Do you recognize those as having been received by you?

A Yes, that is right.

MR. McTAVISH: I will put these in together, my lord, as

Exhibit No. 11.

(LETTER & SUMMARY MARKED EXHIBIT No. 1401-11)

Q Did you at any time receive any compensation whaever, for the dmmage done to the "Rose N"?

A No.

Q Did you receive a copy of a letter presumably coming from Mr. Matheson, setting forth the situation with regard to this? I will show you a copy.

A I probably got this notified by Mr. Wilson at the time. I realize when the arrangement was made with the North Shore Packing there were certain deductions.

Q That price was deducted by the North Shore Pavking Company, is that correct?

A Yes.

Q I will put this copy in, my lord. It gives the position taken by the Government on this "Rose N". No allowance was made on this claim. The vessel suffered no repairs. At the same time the letter -- the previous one shows the missing inventory and the damages that the North Shore Packing Company said had to be done and that the vessel suffered.

THE COMMISSIONER: Q; Whose letter is that?

MR. McTAVISH: That is the letter to Mr. Nakamura.

THE COMMISSIONER: From Miss Matheson?

MR. MacDONALD: No, I may be wrong, I think that is from Matheson in Ottawa, -- oh no, my lord, it came from Miss Matheson locally.

MR. McTAVISH: That was the evidence on the claim for damages, my lord.

THE COMMISSIONER: Yes.

MR. McTAVISH: Now the statement goes on that the claimant had built both the "Arashio" and the Kurashio" in 1939 and the cost of building these boats was $25,000.00 and certain equipment above this raised the cost price of these boats.

Q Can you tell the Commissioner, Mr. Nakamura, the value of the equipment on each of these boats?

A The equipment?

Q Yes. A. Well, besides the bare boat?

Q Yes. A. All those things -- the anchors and that -- the navigation equipment and the equipment themselves and so on was $1,000.00 apiece.

Q About $1,000.00 apiece for that?

A Yes.

Q And he goes on to say, "Boats of this type were scarce at that time and upon their being launched and made ready for service their market value was in excess of $32,000.00 apiece.

He says, these boats would bring in to him a minimum gross income of $7,500.00 per year apiece, and the net income from each boat was approximately $5,000.00 per year to him, and even allowing for dangers of operation, these boats were a good investment at $40,000.00 apiece, and certainly he would not have sold them for that amount on the outbreak of war with Japan in December 1941, and before the outbreak of war in 1941 he placed a valuation on these boats of $32,000.00 apiece and in 1944 the value of these boats due to war appreciation increased to

$50,000.00 apiece. He said he built the "Smith Sound" in 1940 and the cost of building this boat was $15,000.00, and at the time when it was equipped for service the market value was at least $16,000.00, and the same remarks apply to this boat as applied to the above two boats. And at the outbreak of war with Japan it was worth considerably more than $16,000.00.

Q Now you heard Mr. Wilson give evidence today, Mr. Nakamura? A. Yes.

Q And you heard him state in his opinion, I believe, Mr. Wilson said that they were worth $26,000 to $27,000

A Yes.

THE COMMISSIONER: Yes, that is the note I have.

MR. McTAVISH: Q: How do you account for your opinion of the value? A. I figure those boats from an earning point, as well as cost of building-- taking the earning point -- even $32,000.00 I don't think I would want to sell because I can earn all that money and I cannot find any better investment than that.

And another point, this insurance -- when I covered those boats by insurance and I had time to reduce cost value of boats to make small as possible those premiums of insurance, their assessment is $20,000.00 in replacing power so I think $32,000 is quite fair. Of course, Mr. Wilson -- I could have covered more ground than him, because from the end of March he would be through until July, but I could have used them in April, May, June, during those

months for my own operations so that probably makes a difference what his opinion is of the value of the boats.

Q In other words you are saying you could use the boats for a longer period of the year than the North Shore Packing, and therefore it represented a better investment for you?

A That is right.

Q And then he goes on to say in building the above boats he entered into certain obligations by way of mortgages on the boats and in August 1942, he owed the following amounts on these boats: "Arashio", $5,803.00 plus interest at 6% from June 1st, 1939. "Kurashio", $8500.00 plus interest at 5% from January 23rd, 1942. "Smith Sound", $4,468.25 plus interest at 6% from August 1,1940, and his total obligation was therefore, $18,771.00 plus interest.

And he states by August 1942, he was being pressed very strongly for payment of the said amount of $18,771.25 plus interest and he did not have the ready cash available to pay the obligation, and his position was such that during the month of August he had to sell his boats although normally he would not have considered the sale and in conversations with Mr. Kimura of the Japanese Vessels Disposal Committee, he was told that the Department of Munition and Supply presented the only possible chance to make a sale of the bo ats and that it would pay no more than the lowest possible price.

He stated that Lloyds Survey price would be the

only price he could obtain from the Department of Munitions and Supply for these boats and he said this was confirmed by his attorney in Vancouver. By that he means, the power of attorney -- Mr.Martin had power of attorney -- of Messrs. Martin and Shannon. As a result of that when he obtained a wire from Mr. Kimura offering to purchase the boats at the Lloyds Survey value he felt he would have to sell even though he would be taking a substantial loss on the sale. And he says he therefore wrote on the 19th instant accepting this offer plus accrued charter money."

I have here a copy made by Mr. Nakamura. Is this a copy that you signed at that time?

A Yes, that is right.

Q We will put this copy in as Exhibit 13, my lord.

(COPY OF AGREEMENT MARKED EXHIBIT No. 1401-13)

Q He then goes on to say, my lord, that on the 15th of August he got another wire from Mr. Kimura asking him to sell at Lloyds Survey price. Is that the letter you received?

A Yes.

Q I will put this wire in, my lord, as Exhibit 14.

(TELEGRAM MARKED EXHIBIT No. 1401-14)

Q And this wire he states did not mention charter money at all. Then on August 20th he received a letter from Mr. McMaster of the Japanese Fishing Vessel Disposal Commistee, stating that it could not agree to pay accrued charter and that the Committee's instructions were that they must make this purchase on the basis of

Lloyds Survey price. Is that the wire you received?

A Yes.

Q That is Exhibit number 14. And in this wire he states it did not mention charter money at all. And then on August 20th he received a letter from Mr. McMaster, of the Japanese Fishing Vessel Disposal Committee. And is this the letter you received?

A Yes.

Q I will put this in as Exhibit 15, my lord. This letter reads as follows: (Reading same).

(LETTER MARKED EXHIBIT No. 1401-15)

The statement then goes on, my lord. He again wired on August 23rd insisting on the payment of the charter money. Is this a copy of the wire you sent at that time?

A Yes.

Q I will put this wire in, my lord, as Exhibit 16.

(TELEGRAM MARKED EXHIBIT No. 1401-16)

Q And Mr. Nakamura wired again and insisted on payment of charter money. The statement then goes on after this wire had been received he received a telephone call from Mr. Kimura of the Japanese Fishing Vessel Disposal Committee, in which Mr. Kimura told him sales at Lloyds purchase price with no charter money was then the Government's order.

Can you amplify that and tell the Commissioner what happened in that conversation?

A After I sent that wire to the Japanes Disposal Committee, I got a telephone call from Mr. Kimura and he states

the only condition for purchase the Government will buy was on Lloyds Survey price and he will ignore charter money, and he says, " You have no choice. You have to accept that or you will not get paid anything", and he says, "If any trouble will settle after war is over. This no time to quarrel or fight about these things", so I accepted on that condition, and I ignored the charter money and I accepted at their price.

Q Now this goes on to say, "As a result of this conversation he agreed to sell the three boats at Lloyds Survey price and he did this unwillingly and only because he had to pay off the money he owed on these boats. And here is a copy of a letter that was written accepting that as a basis of sale. Can you identify that as a copy?

A Yes.

Q This is a typewritten copy of the same wire, my lord, and I will put it in instead.

(COPY OF WIRE MARKED EXHIBIT No. 1401-17)

Q And then he says in his opinion the minimum value of these baots, without allowing in any way for appreciation during the war was as follows: "Arashio" $32,000.00, "Kurashio" $32,000.00, "Smith Sound" $16,000.00., making a total of $80,000.00 and he says his loss on the sale of these boats was $22,170.00. Now I have a letter, my lord. I don't know that it is very valuable, except it is from Mr. Martin to Mr Nakamura. It confirms the mortgages and the state of his bank accounts and it is a letter he received at that time.

THE COMMISIONER: I do not know that you need it. You can put it in if you wish to, but I cannot appreciate that it has any particular value.

MR. McTAVISH: Except it sets forth the whole story.

THE COMMISSIONER: Well, put it in then.

MR. McTAVISH: Q: Can you identify this as the letter you received from Mr. Martin at that time?

A Yes, that is right.

MR. McTAVISH: I will put this in, my lord, as Exhibit 18.

THE COMMISSIONER: What is the date of that letter?

THE SECRETARY: 28th October, 1942, my lord.

(LETTER MARKED EXHIBIT No. 1401-18)

MR. McTAVISH: My lord, the next part of my statement concerns this claim that is duplicated and which we are dropping -- the $594.00.

THE COMMISSIONER: I see.

MR. McTAVISH: And then he says, although he sold the "Nootka Sound" "Broughton I" "Rose N","Scow #1"and "Scow #2,"he was charged a commission by the Japanese Fishing Vessel Disposal Committee on the sale of these boats, and this commission I think Crown counsel will agree was $420.00.

MR. MacDONALD: That is correct.

MR. McTAVISH: And we have also charged --

THE COMMISSIONER: Just a moment, he charged commission on the sale of the three vessels.

MR. McTAVISH: On the original one -- "Nootka Sound", "Broughton I" and "Rose N" -- on the two scows, he charged a commission of $420.00 on that and that added to the commission charged on the "Arashio"

"Kurashio" and "Smith Sound", amounted to a total of $1,014.30. He says he never agreed to pay any commission and some of these boats were sold by himself and the Japanese Fishing Disposal Committee did not enter into it at all and he does not see how he is liable for it. And then he summarizes his claim as follows: "Loss of charter money $18,263.50, Damage to the "Rose N", $379.45; loss on sale of "Kurashio", "Arashio" and Smith Sound", $22,170.00. And "D" is the one he is dropping and "E" a commission charged on sale of boats, $1,014.30 making a total of $42,421.25. That is the evidence of the claimant, my lord.

Q Have you anything to add to that, Mr. Nakamura?

A No, nothing at all.

MR. McTAVISH: Your witness.

CROSS EXAMINATION BY MR. MacDONALD:

MR. MacDONALD: My lord, I submit that the whole of this claim is outside the terms of reference and with regard to the sale of the three vessels on which the claim is made, I would submit in the alternative the claim is exorbitant, and also with regard to the claim for charter money, I would submit in the alternative to my submission, that the claim is outside the terms of reference, the claim is exorbitant.

I wonder if my learned friend will admit that the sales of these three vessels on which the claim is made were effected by the Japanese Fishing Vessels Disposal

Committee and not the Custodian.

MR. McTAVISH: They were arranged through the Japanese Fishing Vessels Disposal Committee, but at the time the boats were vested in the Custodian by Orderin-Council.

THE COMMISSIONER: Well, this is one of the things -- where the arrangement was not completed until later.

MR. McTAVISH: That is correct.

MR. MacDONALD: Q: Mr. Nakamura, in 1938, '39 and '40, what was your occupation?

A Fishing operation.-- I have operation of fishing vessels and also buy fish and sell fish.

Q And in 1938 you had two boats, had you not?

A Yes.

Q And were they worth $19,000.00?

THE COMMISSIONER: You had better give him the names of the vessels.

MR. MacDONALD: Q: What two boats did you have?

A "Broughton I" and "Broughton II".

Q Well, did you tell the Income Tax people that you had boats worth $19,000.00 in 1938?

A I don't remember, but it would be around there.

Q And in 1940 did you tell them you had boats worth $113,000.00 with some charges against them?

A To the Income Tax Department?

Q Yes. A. 1940?

Q Yes. A. 1940--what?

Q 1940 that you had boats worth $113,000.00?

A With all the mortgages and everything against that.

Q Yes, the mortgages come off the total?

A I probably wrote them.

Q And the mortgages amount to $23,000.00?

A In 1940?

Q In 1940? A. I cannot tell correctly. It might be that, but there may have been more than that.

Q Now of all these vessels that you listed in your claim, were you the sole owner?

A Yes.

Q Or were you holding a part interest for anyone else?

A No, I was the sole owner.

Q Entirely yours, these boats?

A Yes.

Q In 1938 to 1939 , in those years, didn't you have brought in from Japan for your account, about $29,000.00? A. Yes, I did.

Q And did that money go into the building of those boats? A. Yes.

Q Whose money was that?

A My money.

Q Entirely your money? A. Yes.

Q And how did you get it in Japan?

A Get it in here?

Q No, how did you acquire it in Japan? When did you first come here to this country?

A Oh, when I come here, 1910.

Q And how did you have all this money in Japan?

A Well, my father gave it to me in Japan.

Q And was that $29,000.00 all the money your father gave you? A. Yes.

Q That money went into the building of the boats?

A That is right.

Q Did anyone else supply you money for the building of those boats?

A No.

Q Who built them --? Who built the "Arashio" and "Kurashio

A The Union Trade -- no, the Union Boat Works.

Q And did you pay the Union Boat Works for building those vessels? A. Yes, I did.

Q Where did you get the rest of the money, in addition to the $29,000.00 to build those boats and the "Smith Sound", in 1940?

A Well, I could not tell you offhand here, I would have to see my books.

Q Well, did anyone else put up money for the building of those boats besides you?

A No.

Q Were there any other charges against them -- any mortgages or charges against them, except the ones listed in that letter from Mr. Martin?

A Oh yes, there would be.

Q Would there be any charges in favour of people of the Japanese race against these boats?

A No, I don't think any.

THE COMMISSIONER: Well, that would be a matter that could be readily determined by examination of the Shipping Register.

MR. MacDONALD: Well, I am speaking of unregistered --

THE COMMISSIONER: Then you had better tell him that.

MR. MacDONALD: I am talking of charges not on the register?

A Oh, no.

THE COMMISSIONER: Q; You understand the question counsel is putting to you. He is asking you whether you owed anyone else any money for which they held the boats as security?

A You mean any Japanese.

MR. MacDONALD: Q: Yes, an Japanese person?

A No, no.

Q What about Mr. Makimoto, did you know him?

A Who?

Q Mr. Genzo Makimoto?

A I know him.

Q Did he have any interest in those boats?

A No.

Q Did he put up any money to have them built?

A No.

Q He had nothing to do with them at all?

A He worked for me for a time but had nothing -- no ownership of the boats.

Q Now, Mr. Nakamura, do you remember Mr. Kimura of the Japanese Fishing Vessels Disposal Committee -- you mentioned him today?

A Yes.

Q Do you remember in January or February of 1942, Mr. Kimura getting details about the boats for the Committee, such as the kind of engine, horsepower, and the length of the boat and things like that.

do you remember him getting details like that from you? A. From me?

Q Wet, particulars about the boat?

A It might be, he does that job.

Q For the Committee?

A Yes.

Q Getting information.

A Yes.

Q And do you remember giving him information about your boats? A. I don't remember clearly, but no doubt -- he could find out without asking me, but I might have done it to help him.

Q Do you remember him getting information from you for the Committee?

A In regard to my boats?

Q Yes. A. I think I do.

Q And do you remember any papers being made out giving details about the boats?

A I don't remember very clearly now.

Q I show you this paper. Did you ever see a document like that before in 1942? Did you ever see that kind of a paper. You see that gives particulars about the "Arashio", doesn't it?

A Yes.

Q Do you remember filling out that paper?

A I think I probably did.

Q You filld that out, you think?

A I remember giving him information and he filled it but it is so long back now.

Q But you think you may have done that?

A I probably done it, I could not swear I could have done or didn't done.

Q Do you notice opposite value -~~#~~ present -- the sum $24,000.00 for thw "Arashio" and Kurashio". Do you see that value present, $24,000.00?

A That is insurance basis, it is not actual sale price.

Q How do you know that?

THE COMMISSIONER: I am afraid I did not hear the witness's answer.

MR. MacDONALD: He says it is based on the insurance basis.

Q Now I point out to you it says on another line -- value insured $25,000.00, and then value present, $24,000.00. Would you give that information to Mr.Kimura Nakamura, or would you write it down on that paper?

A I don't remember what they done.

Q But you remember something like this being filled out?

A Yes, something like that -- but whether it was a conversation -- or it looks to me he probably got the insurance company figure on that too.

Q But you remember seeing it being filled out by him, is that right?

A I could not say whether I done or I didn't.

Q Is it possible that you told him present value $24,000 for this boat "Arashio"?

A It is probable I told him -- I never told him sales value. I did not want to sell anyhow on those prices.

Q But you did gave a value on it of $24,000.00?

A I probably give him it based on insurance and the rating of the insurance companies.

Q But the figure probably came from you anyway, is that so? A. From me or insurance company-- either.

Q Well is it possible it came from you -- that it could be from you?

A I could not swear that. I cannot recall.

Q But you cannot deny it came from you?

A No, I won't deny and I won't admit.

MR. MacDONALD: I would like to file this document.

THE COMMISSIONER: What does the document purport to be?

MR. MacDONALD: It is a registration form giving particulars of the vessel

(DOCUMENT MARKED EXHIBIT No. 1401-19)

Q I show, you, Mr. Nakamura, another form similar to this, and this has to do with the "Smith Sound"?

A Dh, I see.

Q And I suppose you don't remember anything more about it than the last one?

A No.

Q I point out to you in this one value present as shown as $15,000.00 Do you want to say anything about that?

A I never discussed with anyone the actual sales value. At first they say I have to sell and I would far rather not sell if I could operate.

Q You did not want to sell?

A No.

MR. MacDONALD: I will file this.

(DOCUMENT MARKED EXHIBIT No. 1401-20)

Q Now I show you another document exactly similar pertaining to the "Arashio" at this time?

A Yes.

Q And I point out in this case the value present is stated at $24,000.00 the same as the QArashio".

A I see.

Q And you don't remember any more about this one, do you? A. No, I think the same thing.

Q I will file this one, Exhibit 210.

(DOCUMENT MARKED EXHIBIT No. 1401-21)

Q Now this bill of sale for the three boats, the "Arashio", the "Kurashio "and the "Smith Sound," was that signed by Mr. Martin your attorney?

A When it was transferred over?

Q When it was transferred to the Government did Mr. Martin sign the power of attorney?

A I think he did. I gave him the power of attorney.

Q Now, Mr. Nakamura, when the boats with the North Shore Packing Company bought were sold, did the money come to you through the committee, the Japanese Fishing Vessel Disposal Committee?

A Yes, most of it did -- some prior to the Committee actually executing it. Probably I got it direct.

Q Direct from North Shore Packing?

A Yee.

Q And the rest of the money came from the Committee did it? A. Yes, I believe that way.

Q And who would hand over the vessels to the North Shore Packing You didn't do that?

A When the sale was made -- by me.

Q And it would be the Government who would hand them over when the sale was made -- deliver them -- you

were not there, I suppose? And you wouldn't know?

A No.

Q Now with regard to the "Broughton #L" and the "Nootka Sound". You settled up for the damage and loss of equipment?

A Yes.

Q And with regard to the "Rose N"?

A Yes, "Rose N".

Q You put a claim in there, did you?

A I believe I did put one.

Q You may have that letter. Now do you remember going down to look at the "Rose N" with Mr. Wilson?

A Yes.

Q And the Navy surveyor ?

A Yes.

Q And do you remember the engine being started up, the engine running then?

A Oh, I am telling you I don't remember the "Rose N" then, but I do remember the "Broughton 1" and he said, " Well, that is pretty cheap. We will take the boat". And he said, "You get the engine running and then I will accept the boat", and he got the engineer there in about an hour and he got after this man to run it but he could not run it and then he bring another man, his superior engineer and I said it cannot run on account of a crack.

Q What is this, " Broughton I"?

A Yes.

Q Never mind that. A. Well, I don't remember.

THE COMMISSIONER: Are you going to be sometime Mr. MacDonald?

MR. MACDONALD: No, I will be very short now.

Q Well, anyway for these two boats they alloed your claim? A. Yes.

Q And for the "RoseN" they did not allow it?

A I don't know whether I saw the "Rose" at that time. Probably I did.

Q I have a note saying you did,but you don't deny it?

A I don't deny whether I see him or I didn't see him.

Q And you don't deny that they ran the engine, do you?

A I cannot remember that or recall that now.

THE COMMISSIONER: It is a long time ago.

MR. MACDONALD: Yes.

Q You made out a list of gear on the"Rose 2" ?

A What is gear?

Q Kitchen utensils and some navigation equipment?

A For Navy or how?

Q How did you get the list of what you had on the boat?

A Well generally I had them all kept and made up a list of when they had a boat and when they returned a boat.

Q You remember when you had a list of "Rose 2"?

A P robably that is based on when the Captain accept the boat. Ts that date not on?

Q Give me Exhibit 11, please ,Mr. Secretary. That is all, my lord, thank you.

THE COMMISSIONER: Any re-examination, ,Mr. McTavish?

MR. McTAVISH. No, re-examination.

THE COMMISSIONER: All right, thank you, Mr. Nakamura.

THE WITNESS: Thank you, my lord.

(Witness aside)

THE COMMISSIONER: What is the number of this case again?

THE SECRETARY: 1401, my lord.

THE COMMISSIONER: Very good.

MR. McTAVISH: I call Mr. Wilson.

DAVID WILLIAM WILSON, a witness called on behalf of the Claimant, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McTAVISH.

Q Mr. Wilson, you are connected with the North Shore Packing Company Limited, is that correct?

A That is right.

Q And as such, you engage in the fishing business?

A Right.

Q How long have you been in the fishing business?

A I have run the North Shore Packing Company for ten years, and I have been in the fishing business all my life.

Q And in your capacity you deal with a lot of fishing

boats? A: Right.

Q And you have a good knowledge of the value of fishing boats?

A Well, a fair knowledge, Iwould say.

Q And the value of fishing boats for charter purposes?

A That is right.

Q Now, the claimant in this case is Mr. Nakamura. Were you acquainted with him prior to the outbreak of war with Japan?

A I beg your pardon?

Q Were you acquainted with Mr. Nakamura prior to the outbreak of war with Japan?

A Yes, and for many years before that.

Q And did you know the fishing boats whichhe owned at that time? A: Yes, I think I knew most of them, practically all of them.

Q Now, I believe you bought from him certain boats. The "Nootka Sound", "Broughton 1", "Rose N", Scow No. 1 and Scow No. 2, is that correct?

A That is correct.

Q What would be your opinion of the value of those boats for charter purposes?

THE COMMISSIONER: Now, just one moment. Do I understand that Mr. Wilson had bought these vessels?

MR. McTAVISH: He had bought these vessels in February, 1943.

MR. BRAIDWOOD: 1942.

MR. McTAVISH: Yes, the Claim in regard to these vessels is for charter money up to the time of sale.

THE COMMISSIONER: Very well.

MR. McTAVISH: What would be your opinion, Mr. Wilson, as to thevalue of those boats for charter purposes. Take them one at a time, if you wish.

A I would say the "Nootka Sound" at that time was worth $20.00 a day.

Q And "Broughton 1"? A: $10.00 a day.

Q And "Rose N"?

THE COMMISSIONER: You are a little fast for me-- the "Broughton 1" was worth what?

A $10.00.

MR. McTAVISH: And the "Rose N"?

A About the same, $10.00.

Q And the two scows, Mr. Wilson?

A About 7 to 8 dollars a day. Perhaps that is a little high -- higher than themarket at that time -- about $5.00 each a day, possibly.

Q $5.00 each? A:Yes, about that.

Q Now, you made an agreement with Mr. Nakamura to purchase these boats, did you not?

A That is right.

Q Do you remember the day you took over the boats?

A I don't remember exactly, but I imagine -- I think it was in February, I would not be sure-- February of 1942. We made a deal with Mr. Nakamura directly. and it had, of course, to go before Mr. McMaster, who at that time was the Custodian, but we made a private deal with him and it was o.k.'d by Mr. McMaster.

Q By the Japanese Fishing Boats DispoalCommittee?

A By Mr. McMaster, at the time.

Q Were you acquainted with the two boats, the "Kurashio" and the "Arashio"? A: Yes, we had them chartered in 1941.

THE COMMISSIONER: I would like to get the spelling of those names.

MR.McTAVISH: A-r-a-s-h-i-o and K-u-r-a-s-h-i-o.

Q Now, I show you two agreements, Mr. Wilson, one dated September 3rd, 1941 and one dated October 22nd, 1941. Are those the charter agreements you had with regard to those boats?

A Yes, that is right.

MR.McTAVISH: I will put those in as exhibits.

THE COMMISSIONER: They will be marked as Exhibit 1.

(AGREEMENT MARKED EXHIBIT NO. 1401-1)

MR. McTAVISH: Q: By these agreements, Mr. Wilson, you had those boats chartered at $25.00 a day.

A That is right.

Q Do you consider that to be a fair year round charter price for those boats?

A That was the market rate at that time, and we did not pay any more than the market rate at that time, if we could help it-- that would be the right rate.

Q Have you any idea of the market value of the "Arashio" and"Kurashio" at that time?

A Well, I would think anywhere between 26 and 27 thousand dollars, but I think that should be -- it could be verified very easily by contacting the Board of Marine Underwriters, who keep a record throughout the years,and a very close record as to the value of boats and as to their insurable value and as to their

replacement value. I think there would be a ready sale for those two boats at 26 and 27 thousand dollars each.

THE COMMISSIONER: Q: Is that for each boat?

A Yes, that is right.

MR. McTAVISH: Q: Now, does that vluation take into account any depreciation on the boats due to the war?

A No, that was the market value at that time. The boats have changed in value tremendously since that time. They have gone up about 40% since that time.

Q And these boats are worth considerably more than that at the present time?

A Yes, about 47% more than at that time.

Q Now, are you acquainted with the "Smith Sound", Mr. Wilson? A: Yes.

Q And have you any idea of the value of the "Smith Sound" at that time? A: In the neighbourhood of $15,000.00.

Q That is, again, at that time in 1941?

A Yes.

THE COMMISSIONER: Will you give me the figure again, please.

A 15,000.00.

MR. McTAVISH: Yes, proceed. A: I think a very true valuation could be got from the Board of Marine Underwriters. They keep a record right through of all these boats, but I think I am about right as to the valuation at that time, but that could be easily checked.

Q Thank you, that is all from this witness.

CROSS-EXAMINATION BY MR. MACDONALD:

Q Mr. Wilson, have you checked the sales of fishing vessels at that time yourself?

A No, but any boats I have bought myself I have tried to make the best deal I could.

Q And your knowledge comes from the purchase of these boats, and from your knowledge gained from being in the fishing industry?

A Yes.

THE COMMISSIONER: But Mr. Wilson has said that he had known these vessels for a very considerable time.

Q Is that not right?

A Yes.

MR. MACDONALD: Q: You had known these particular vessels?

A Yes, that is right.

Q I was directing his attention more to the market value of boats in general. A: Yes.

Q It is a difficult thing, isn't it, to give the market value of a vessel? A: Well, the market value of any vessel is what you can sell it for at any time -- what you could get out of it. Those were fishing boats and there was always a demand in the fishing business for boats, and the price at that time -- I think the sale value would be just as I have stated at that time, but, as I say, you can check it.

Q You give that opinion rather hesitatingly, don't you? A: No, about that time I bought a boat of similar size -- as a matter of fact, not quite as good as the "Kurashio" and the "Arashio" -- she had a smaller engine, and I paid

$25,000.00 for it a few months after this deal with Mr. Nakamura, so I think that would be a pretty fair price.

Q Judging from the purchases that your company made of boats? A: Yes.

Q What can you say as to the relationship between the cost of boats and their market value in 1942 -- for instance, boats that were built a year or two before that time? A: Well, I think the market value in 1942 would be very, very close to the cost, possibly within two or three thousand dollars.

Q Which way, up or down? A: I would say up. If you built a boat for $20,000.00 in 1942, you would possibly get $22,000.00, and there again I think, instead of asking me all these questions, you could check that with the Marine Underwriters, who have a complete record of the cost of the boat and the insurance value and the replacement value.

Q And those are the factors you take into account in getting the market value?

A Yes, except sometimes we want a boat very badly and will pay more.

Q That is, if the boat is suited for the particular purpose that you want to use it for?

A Yes, it all depended on the market.

Q Now, your company bought the "Nootka Sound"?

A That is right.

Q How did the "Nootka Sound", in 1942, compare with the "Smith Sound" as to size?

A She was a bigger boat and she was higher powered, and

she was a better boat, and there is a difference of $5,000 in the value of the two boats.

Q Which was the more valuable?

A The "Nootka Sound". It was a bigger boat and heavier powered.

Q I see. And what effect did that greater value have on the charter rate?

A Well there again, the charter rate on the "Nootka Sound " would be worth $20.0 a day and the other would be worth $15.00 at that time.

Q Do you know, as a matter of fact, that Mr.Nakamura agreed to charter the "Smith Sound" at $175.00 a month?

A No, I only know what business I did with him. Did you $175.00 a month?

Q Yes. A: Well,that must be at a particular time of the year. I might tell you in the fishing business, these boats are worth more money from July to Christmas, in the fishing season, and in the spring of the year, what you might pay 20 to 25 dollars a day for in the fishing season, you might get chartered for $5.00 a day just to keep it working.

Q And these charter rates that you told us about, are they the charter rates for your fishing business?

A Yes, fishing and packing.

Q Is it possible other rates would apply if they were chartered for other purposes?

A Well, most boat owners try to charter their boats in the off season-- in March, April and May, when there isn't much doing in the fishing business, and they

might charter it cheaper, likeI do with my own boats.

Q What months are those when the rates would be cheaper?

A Anywhere between March and June, just depending on what they had to do. Of course, if they had spring operations and were carrying on fishing -- spring salmon, for instance, it would be of value then.

Q And what about January and February?

A Well, that is the herring season, and they were worth full charter value at that time. In fact, we were using those boats--

Q Which boats? A: "The Arashio" and "Kurashio".

Q All right, thank you, that is all.

THE COMMISSIONER: Mr. Wilson, I will keep you just for a moment.

Q After you bought these first named vessels, that is the "Nootka Sound" and "Broughton 1" and "Rose N.", did you have occasinn to charter them, or did your own firm use them?

A We bought them to use them in our own business.

Q So you did not charter them at all after you acquired them? A: No, we used them in our own business.

Q Thank you.

(Witness aside.)

THE COMMISSIONER: We will go along now with the Tagashira case.

THE COMMISSIONER: Now does counsel wish to offer any oratory?

MR. McTAVISH: There is just one thing I would like to put in. I went over some general evidence with Mr. McMaster yesterday and from the general evidence I would to put in from page 594, in the examination of Mr. McMaster lines 10 to 29.

THE COMMISSIONER: General Evidence?

MR. McTAVISH: Page 594. This evidence is to the effect that on negotiating sales of these fishing vessels to the Department of Munition and Supply, the Japanese Fishing Vessel Disposal Committee were acting as agents of the Department of Munions and Supply.

THE COMMISSIONER: Well, I will take this claim under consideration subject to this: I hold now it does not fall within the terms of reference.

MR. McTAVISH: Does that apply to the sale of the "Arashio" and Kurashio".

THE COMMISSIONER: The date of transfer was August 1st, wasn't it.

MR. MacDONALD: Yes, my contention that is that the vessels were not disposed of by the Custodian, which is the wording of the order setting up the Commission even though they were vested in the Custodian.

THE COMMISSIONER: You say they were disposed of before they came to the Custodian and he simply went through the formality of passing title, is that it?

Mr. MACDONALD: The actual disposition of the boats was done by the Committee and the Custodian had no part in that even if they could establish by law it was vested in the Custodian.

THE COMMISSIONER: Well, I think all this claim falls outside the terms of reference, but notwithstanding that, in view of more recent direction from Ottawa, I propose to make a report on it.

MR. McTAVISH: My submission on those three pages is that they were vested in the Custodian, but the Custodian took no part in the sale and the evidence of Mr. McMaster is, that he was acting on behalf of the purchaser and Mr. Nakamura had no one looking after his interest in the matter and it should have been done by the Custodian.

THE COMMISSIONER: That concludes our business for the day, does it not?

MR. MacDONALD: Yes, my lord.

THE COMMISSIONER: I have an appointment with Mr. Braidwood for two o'clock this afternoon -- and it will likely take an hour and I would like to see you Mr. McTavish, around two o'clock.

(PROCEEDINGS ADJOURNED SINE DIE)

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

E. Blegh
Deputy Official Stenographer

Case 1401

1401

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.

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

(1) NAME CHOSUKE (Charles) NAKAMURA (RCMP) Reg. No. 09765
(Print) Surname — Given Name

(2) Pre-Evacuation Address 163 - Hastings Street West (Office) - 763 Cordova East (Home) Vancouver, B. C. Vancouver, B. C.

(3) Present Address P. O. Box 60 - Salmon Arm, B. C.

(4) REAL ESTATE NO CLAIM

(a) Street Address (if any) ____ City or Municipality, ____ Province

(b) Legal description (lot number, block number, section number, etc.) N/A

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence
(iii) Business
(iv) Any other type of property (describe) N/A
Type of business ____

(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 - - - - - - - - - - - - - - - - $ N/A
(ii) Buildings - - - - - - - - - - - - - - - - $
(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) - $
(v) Amount at which Custodian sold property and credited your account - - $
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation Boats at Docks in New Westminster, B. C. and Vancouver, B. C. - with R.C.N.

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

(c) How stored or packed at time of evacuation N/A

(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 no one's care - Boats all taken over by R.C.N.

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

1.	Loss on sale of Kuroshio, Arashio and Smith Sound	Estimated Value $ 22,170.00 ✓
2.		Estimated Value $
3.	Loss on charter money on use of Kuroshio,	Estimated Value $
4.	Arashio, ~~Neetka Sound~~, Smith Sound, ~~Broughton #2~~	Estimated Value $ 17030 ✓
5.	~~Broughton #1; Rose N; Secn #1; Secn #2.~~	Estimated Value $ ~~15,142.00~~
6.	262 days.	Estimated Value $
7.	Commission on sale of Boats	Estimated Value $ 1,014.30 ✓
8.		Estimated Value $
9.	Claim for damage by navy to Neetka Sound,	Estimated Value $
10.	Broughton and Rose N	Estimated Value $ 1166.16 ✓

TOTAL CLAIM FOR PROPERTY LOSS $ ~~31,322.30~~

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate. 4380.46

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ ~~35,322.30~~ 41380.46.

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

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

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

DOMINION OF CANADA)
of)
TO WIT:)

I, CHOSUKE (Charles) NAKAMURA of the City
of Salmon Arm in the Province of British Columbia

DO SOLEMNLY DECLARE THAT:
The information set out in the form above is true and correct to the best of my 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 Salmon Arm)
in the Province of British Columbia)
this 24th day of September)
A.D. ~~1947.~~ 1949) Choskuke Nakamura

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.

MARINE 4641 NORTH 797

NORTH SHORE PACKING CO., LTD.

FOOT OF ST. ANDREW'S AVENUE

NORTH VANCOUVER, B. C.

August 1, 1949

TO WHOM IT MAY CONCERN:

This is to certify that we had under charter Mr. C. Nakamura's boats "Arashio" and "Kurashio" in 1941 from July 1 to February 28. The rate we paid for these boats was $25.00 per day each bare boat. These boats were of course impounded on December 7 or 8, 1941 or thereabouts because of the war with Japan and were taken over and handled by the Government.

We might also state that Mr. C. Nakamura's boats "Nootka Sound" and "Smith Sound" were fishing herring for us at that time and were under contract to catch and deliver herring on the basis of $15.00 per ton from October 1 to February 28, 1941-42. These boats were also impounded and handled by the Government, One of which, "Nootka Sound", we bought from Mr. Nakamura sometime in January or February 1942.

Yours very truly,

NORTH SHORE PACKING CO. LTD.

Per

DWW/ic

Case 1401

1401

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.

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

(1) NAME CHOSUKE (Charles) NAKAMURA (RCMP) Reg. No. 00765
(Print) Surname — Given Name

(2) Pre-Evacuation Address 163 - Hastings Street West (Office) - 763 Cordova East (Home) Vancouver, B. C. Vancouver, B. C.

(3) Present Address P. O. Box 60 - Salmon Arm, B. C.

(4) REAL ESTATE NO CLAIM

(a) Street Address (if any) _____ City or Municipality, _____ Province

(b) Legal description (lot number, block number, section number, etc.) _____

N/A

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

(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): N/A

(i) Land - - - - - - - - - - - - - - - - $ _____

(ii) Buildings - - - - - - - - - - - - - - - $ _____

(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) - $ _____

(v) Amount at which Custodian sold property and credited your account - - $ _____

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ _____

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation Boats at Docks in New Westminster, B. C. and Vancouver, B. C. - with R.C.N.

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

(c) How stored or packed at time of evacuation N/A

(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 no one's care - Boats all taken over by R.C.N.

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

1.	Loss on sale of Kuroshio, Arashio and Smith Sound	Estimated Value $ 22,170.00 ✓
2.		Estimated Value $
3.	Loss on charter money on use of Kuroshio,	Estimated Value $
4.	Arashio, ~~Neelka Sound~~, Smith Sound, ~~Broughton #2~~	Estimated Value $ 17030 ✓
5.	~~Broughton #1; Rose N; Seem #1; Seem #2.~~	Estimated Value $ ~~15,142.00~~
6.	262 days.	Estimated Value $
7.	Commission on sale of Boats	Estimated Value $ 1,014.30 ✓
8.		Estimated Value $
9.	Claim for damage by Navy to Neelka Sound,	Estimated Value $
10.	Broughton and Rose N	Estimated Value $ 1166.16 ✓

TOTAL CLAIM FOR PROPERTY LOSS $ ~~31,024.00~~

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. 4380.46

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ ~~35,204.30~~ 41380.46.

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

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

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

DOMINION OF CANADA)
of)
TO WIT:)

I, CHOSUKE (Charles) NAKAMURA of the City
of Salmon Arm in the Province of British Columbia

DO SOLEMNLY DECLARE THAT:
The information set out in the form above is true and correct to the best of my 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 Salmon Arm)
in the Province of British Columbia) Chosuke Nakamura
this 24th day of September)
A.D. 1947. ~~1949~~)
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.

MARINE 4641 NORTH 797

NORTH SHORE PACKING CO., LTD.

FOOT OF ST. ANDREW'S AVENUE

NORTH VANCOUVER, B. C.

August 1, 1949

TO WHOM IT MAY CONCERN:

This is to certify that we had under charter Mr. C. Nakamura's boats "Arashio" and "Kurashio" in 1941 from July 1 to February 28. The rate we paid for these boats was $25.00 per day each bare boat. These boats were of course impounded on December 7 or 8, 1941 or thereabouts because of the war with Japan and were taken over and handled by the Government.

We might also state that Mr. C. Nakamura's boats "Nootka Sound" and "Smith Sound" were fishing herring for us at that time and were under contract to catch and deliver herring on the basis of $15.00 per ton from October 1 to February 28, 1941-42. These boats were also impounded and handled by the Government, One of which, "Nootka Sound", we bought from Mr. Nakamura sometime in January or February 1942.

Yours very truly,

NORTH SHORE PACKING CO. LTD.

Per

DWW/ic

chosuke (charles) Nakamura
(Claimant's Name)

PERSONAL PROPERTY
(Fishing vessels, gear and equipment)

00 765
Reg. No.

NETS:

Type	Size	Mesh	Fathoms	Age at Evacuation	Original Value	Estimateded value at Evacuation

no claim

VESSELS SOLD BY CUSTODIAN

NAME	Reg. No.	Type	Date Purchased	New or Used	Price Paid	Maintenance Work	Condition When Evacuated	With whom left	Estimated Value
arashio		Packer	1939	new	25.000.00	annual	as new	R.C.N	32.000.00
Kuroshio		"	1939	new	25.000.00	"	" "	R.C.N	32000.00
Smith Sound		Seine Boat	1940	new	15.000.00	"	" "	R.C.N	16.000.00

Improvements to Vessel since date of purchase:

Type	Date	Cost

none needed - new Boats build as specified

OTHER GEAR:

Description	Date Purchased	New or Used	Price Paid	Condition when Evacuated	Estimated value at date of evacuation
compass. anchors navigation. Equipment stoves - cooking utensils etc - on each Boat	at time Boat were Built	new	approximately $1.000.00 as each Boat	as new	$3.000.00

all left. R. C. N.

Arrangements made for storage when evacuated:

I am claiming as follows - the sum of $42.421.25 made up as shown on the attached statement

Additional Comments, if any:

EXHIBIT No. 1401-1
DATE 13 Oct 1949
FILED BY
D. D. McDavish.

C. Nakamura
SIGNATURE

SUMMARY OF CLAIM OF

CHARLIE (CHOSUKE) NAKAMURA.

Prior to 1941 I worked in the City of Vancouver. I operated a number of fishing boats and owned the following boats:

a) Kuroshio

b) Arashio

c) Nootka Sound

d) Smith Sound

e) Broughton #1

f) Rose N

f) Scow #1

g) Scow #2

All these boats were taken over on the outbreak of war with Japan, and I lost the use of them from approximately December 7, A.D. 1941.

My home was at 763 Cordova Street East and my office was in the Flack Building, Hastings Street, Vancouver, B.C. On the outbreak of the war with Japan, the above fishing boats were taken over by the Royal Canadian Navy.

Arashio Kuroshio

Prior to the outbreak of war with Japan two of my vessels, the Arashio and Kuroshio were chartered on a bare boat basis by the North Shore Packing Company Limited. I operated the other boats myself. The Arashio and Kuroshio were being chartered for at the rate of $25.00 per day.

charter do

On December 31, 1941, I received a wire from the Director of Marine Services requisitioning for naval service both the Kuroshio and Arashio. The wire read as follows:

"BY AUTHORITY OF POWER DELEGATED TO ME BY MINISTER OF NATIONAL DEFENCE UNDER DEFENCE OF CANADA REGULATIONS VESSELS KUROSHIO AND ARASHIO ARE HEREBY REQUISITIONED FOR NAVAL SERVICE TO BE DELIVERED FORTHWITH TO COMMANDING OFFICER PACIFIC COAST AT STEVESTON B.C. STOP VESSELS REQUISITIONED FOR HIRE ON BARE BOAT BASIS AND TERMS OF CHARTER HIRE WILL BE DETERMINED LATER STOP CANCELL ALL MARINE INSURANCE POLICIES FROM TIME VESSEL HANDED OVER TO COMMANDING OFFICER PACIFIC COAST STOP PLEASE CONFIRM YOUR UNDERSTANDING THESE INSTRUCTIONS AND INFORM UNDERSIGNED DATE AND HOUR VESSELS HANDED OVER."

I do not quite recall on what date my vessel the Smith Sound was requisitioned for naval service. However, I believe it was approximately the same time. I received a similar wire to the one above on January 14, 1942, requisitioning the Nootka Sound for Naval Purposes. On January 22, I received the following wire from the Director of Marine Services relative to the Smith Sound.

"ADVISORY BOARD WHICH MAKES RECOMMENDATIONS ON VALUATION AND RATE CHARTER HIRE REQUISITIONED VESSELS MEETS TEN MORNING TWENTY-SIXTH STOCK EXCHANGE BUILDING VANCOUVER UNDER MR. JUSTICE SMITH STOP YOUR VESSEL SMITH SOUND LISTED FOR CONSIDERATION AND ALL INFORMATION RELATIVE THERETO SHOULD BE PRESENTED STOP ATTENDANCE OR REPRESENTATION SHOULD BE ARRANGED IF DESIRED."

I attended this meeting in company of Wilf Martin of the firm of Martin and Shannon of Vancouver, B.C. Nothing was determined with regard to the charter price at this time although a value was set on the boat. This value in my opinion, was substantially below the actual market value.

On February 20th, I received the following wire relative to my vessels the Arashio and Kuroshio:

"ADVISORY BOARD WHICH MAKES RECOMMENDATIONS ON VALUATIONS AND RATE CHARTER HIRE REQUISITIONED VESSELS MEETS ELEVEN A.M. TWENTY THIRD COURTHOUSE VANCOUVER UNDER MR. JUSTICE SMITH STOP YOUR VESSELS ARASHIO AND KUROSHIO LISTED FOR CONSIDERATION AND ALL INFORMATION RELATIVE THERETO SHOULD BE PRESENTED STOP ATTENDANCE OR REPRESENTATION SHOULD BE ARRANGED IF DESIRED."

I again attended this meeting in company of Mr. Wilf Martin. Again no charter money was decided upon and value was placed on the boats which was below the actual market value of the said boats.

The Arashio, Kuroshio, and Smith Sound were finally purchased on August 26, 1942, by the Department of Munition and Supply. At no time was I paid charter money which was represented would be paid by the above wires. As the boats, if they had been in my service, would have been earning money, and as two in particular, the Arashio and Kuroshio would have been chartered for most, if not all

the above period, I suffered a substantial loss of charter money on these boats. The total period for which I did not receive charter money on these boats was 262 days. The charter rate on a bare boat basis on the Kuroshio and the Arashio was $25.00 per day on each boat, making a loss to me on the boats of $13,100.00. I agreed to a charter party agreement with the Dominion Government covering the Smith Sound, at the rate of $175.00 per month, making a loss to me for the above period, of approximately $1,287.50. The total loss of charter money on these three boats was $14,387.50.

By an agreement with the North Shore Packing Company Limited, on January 30, 1941, I sold this Company my boats - the Nootka Sound, the Broughton #1, the Rose N, Scow #1, and Scow #2. These boats were taken over on February 13, 1942, and had therefore been out of my use for 68 days. Their values for Charter purposes were as follows:

a)	Nootka Sound	at	$25.00 per day	--	$ 1,700.00
b)	Broughton #1	at	10.00 per day	--	680.00
c)	Rose N	at	10.00 per day	--	680.00
d)	Scow #1	at	6.00 per day	--	408.00
e)	Scow #2	at	6.00 per day	--	408.00
			TOTAL		3,876.00

Therefore, my total claim for loss of charter money is $18,263.50.

During the time the boats the Nootka Sound, Broughton #1, Rose N, Scow #1 and Scow #2 were in Navy hands, and before they were taken over by the North Shore Packing Company Limited, they were badly damaged. I had deducted from payments coming to me from the North Shore Packing Company Limited the following amounts from these boats representing the damage and loss occasioned by the Navy:

Broughton #1	-	$2,648.51
Rose N	-	379.45
Nootka Sound	-	642.66
		3,670.62

The total of the above damanges amounts to $3,670.62. I was paid and signed releases covering damages to the Broughton #1 and the Nootka Sound, even though I still sustained a considerable loss thereby. However, on the Rose N I was not paid. My loss therefore was $379.45. I am making a claim for this amount.

~~My total for damages and loss of equipment on the Nootka Sound, Broughton #1 and Rose N while they were in Navy hands was therefore $ 1,166.16. I am making a claim for this amount.~~ b-2

The Kuroshio and the Arashio were both built by myself in 1939. The bare cost to me of these boats was $25,000.00 apiece. Certain equipment above this raised the cost price of these boats.

Boats of this type were scarce at that time and upon their being launched and made ready for service their market value was in excess of $32,000.00 apiece. These boats would bring in to me a minimum gross income of $7,500.00 per year apiece and the net income from each boat was approximately $5,000.00 per year to me. It will be understood that even allowing for dangers of operation these boats were a good investment at $40,000.00 apiece. Certainly, I would not have sold them for that amount on the outbreak of the war with Japan in December, 1941. Before the outbreak of war in 1941 I placed a valuation on these boats of $32,000.00 apiece. In 1944 the value of these boats due to war appreciation increased to $50,000.00 apiece.

loss on sale of vessels to DMS

I built the Smith Sound in 1940 and the cost of building this boat was $15,000.00. In my opinion its market value when it was equipped for service was at least $16,000.00. The same remarks apply to this boat as applied to the above two boats. At the outbreak of war with Japan, it was worth considerably more than $16,000.00.

In building the above boats, I entered into certain obligations by way of mortgages on the boats. In August 1942, I owed the following amounts on these boats:

a) Arashio $5,803.00 plus interest at 6% from June 1, 1939

b) Kuroshio $8,500.00 plus interest at 5% from January 23,1942

c) Smith Sound $4,468.25 plus interest at 6% from August 1,1940

My total obligation was therefore $18,771.25 plus interest. By August, 1942, I was being pressed very strongly for payment of the said amount of $18,771.25 plus interest and did not have the ready cash available to pay the obligation. My position was such that during the month of August, I had to sell my boats, although normally I would not have considered sale. In conversations with Mr. Kimura of the Japanese Vessels Disposal Committee, I was told that the Department of Munition and Supply presented

the only possible chance to make a sale of my boats and that it would pay no more than the lowest possible price. He stated that Lloyd's survey price would be the only price I could obtain from the Department of Munition and Supply for these boats. This was confirmed by my attorney in Vancouver, Wilfred M. Martin, of Messrs. Martin and Shannon. As a result, when I obtained a wire from Mr. Kimura offering to purchase the boats at the Lloyd's survey value, I felt that I would have to sell, even though I would be taking a substantial loss on the sale. I, therefore, wrote on the 10th instant, accepting this offer plus accrued charter money. On the 15th of August I got another wire from Mr. Kimura again asking me to sell and not mentioning charter money. On August 20th, I received a letter from Mr. McMaster of the Japanese Fishing Bessel Disposal Committee stating that it could not agree to pay accrued charter and that the Committee's instructions were that they must make this purchase on the basis of Lloyd's survey price. On August 23rd, I again wired insisting on the payment of the charter money. I received a telephone call from Mr. Kimura after this in which he informed me that sales at Lloyd's purchase price with no charter money was then a Government order and as a result, on the 26th of August, I agreed to sell the three boats at Lloyd's survey price. I did this unwillingly and only because I had to pay off the monies owed on these boats. Lloyd's survey price on these boats was as follows:

a) Kuroshio	-	$ 22,000.00
b) Arashio	-	21,830.00
c) Smith Sound	-	14,100.00
		57,930.00

The total was $57,930.00. In my opinion the minimum value of these boats without allowing in any way for appreciation during the war was as follows:

a) Arashio	-	$ 32,000.00
b) Kuroshio	-	32,000.00
c) Smith Sound	-	16,000.00
		$ 80,000.00

This is a total of $80,000.00. My loss on the sale of these boats was therefore $22,170.00

From a perusal of the Custodian's file, I see I was charged Supervision costs to cover the Kuroshio, Arashio, and Smith Sound. As these boats were taken over on a charter party basis, I feel that this charge is improper, that I should recover the amount charged. This amount is made up as follows:

a) Kuroshio - $ 225.00
b) Arashio - 223.00
c) Smith Sound - 146.00

TOTAL 594.00

In spite of the fact that I personally sold the Nootka Sound, Broughton #1, Rose N, Scow #1, Scow #2, I was charged a commission by the Japanese Fishing Vessel Disposal Committee on the sale of these boats. I was also charged a commission on the sale of the Kuroshio, Arashio and Smith Sound. This commission, together with the cost of Lloyd's Survey of the latter three boats amounted to $1,014.30. I never agreed at any time to pay commission on the sale of these boats and I do not see how I am liable to payment of commission, especially as the sale of six of these boats was entirely arranged by myself. I am at a loss to understand how any claim could be made on all these boats.

My total claim on the basis of the above is therefore made up as follows:

a) Loss of charter money - $18,263.50
b) Damage to the Rose N - 379.45
c) Loss on sale of Kuroshio, Arashio, and Smith Sound- 22,170.00
d) Cost paid for supervision of Kuroshio, Arashio, and Smith Sound, $594.00.
e) Commission charged on sale of boats $1,014.30.

a total - of - $42,421.25.

I am therefore making a claim for this total amount in the sum of $42,421.25.

G. Nakamura

MARINE 4045 NORTH 797

NORTH SHORE PACKING CO., LTD.

FOOT ST. ANDREW'S AVENUE

NORTH VANCOUVER, B. C

October 22nd, 1941

EXHIBIT No. 1401 - 2
DATE 13 Oct. 1949
FILED BY D. J. McDonnish.

C. Nakamura & Co.,
Vancouver, B. C.

Dear Sir: Attention - Mr. C. Nakamura

Confirming our conversation we hereby agree to charter the Koroshio from November 16th, 1941 until the end of the herring season in the Namu area which is on or about March 10th at the rate of $25.00 per day bare boat. It is mutually agreed that should the herring fishing season be closed in the Kwakshua and Loredo areas previous to this date, the charter will expire on the closing date of those areas.

We agree to use the crew now on the boat at a total rate of not exceeding $16.00 per day for the entire crew, the crew to board themselves. The Koroshio to be chartered under the usual charter party agreement whereby you as owner assume all liability in respect to insurance, damage by fire or otherwise.

If the above is agreeable to you please sign below as accepted.

Yours very truly,

NORTH SHORE PACKING CO. LTD.

per D. W. Williamson

DWW/BR

C. Nakamura

MARINE 4045 NORTH 797

NORTH SHORE PACKING CO., LTD.

FOOT ST. ANDREW'S AVENUE

NORTH VANCOUVER, B. C

Sept. 23rd 1941

C. Nakamura & Co.
Vancouver B. C.

Attn. Mr C. Nakamura

Dear Sir:

Confirmin g our conversation we hereby agree to Charter the "Arashio" from November 16th 1941 for one hundred and ten days at the rate of Twenty Five Dollars per day bare boat.

We agree that if it is permissable to use a Japanese crew that we will use the present crew at a total rate not exceeding Sixteen Dollars per dayfor the entire crew, crew to board themselves.

If a white crew must be used we agree to settle a mutually agreeable rete forthem at a later date.

The Arashio to be chartered under the usual Charter Party Agreement whereby the owner, C. Nakamura & Co. assumes all liability in respect to insurance, damage or fire etc.

If the above is agreeable to you please sign below as accepted.

Yours very truly

North Shore Packing Co. Ltd.

By J. Davidson

Accepted C. Nakamura



VIA CANADIAN PACIFIC TELEGRAPHS

EXHIBIT No. 1401-3
DATE 13 oct 1949
FILED BY D.S. McTavish

CD1G

28WA BA 89 DL XL

OTTAWA ONT DEC 31, 1941 431PM

C NAKAMURA 619
163 WEST HASTINGS ST VANCOUVER BC

BY AUTHORITY OF POWER DELEGATED TO ME BY MINISTER OF NATIONAL DEFENCE UNDER DEFENCE OF CANADA REGULATIONS VESSELS KUROSHIO AND ARASHIO ARE HEREBY REQUISITIONED FOR NAVAL SERVICE TO BE DELIVERED FORTHWITH TO COMMANDING OFFICER PACIFIC COAST AT STEVESTON BC STOP VESSELS REQUISITIONED FOR HIRE ON BARE BOAT BASIS AND TERMS OF CHARTER HIRE WILL BE DETERMINED LATER STOP CANCEL ALL MARINE INSURANCE POLICIES FROM TIME VESSEL HANDED OVER TO COMMANDING OFFICER PACIFIC COAST STOP PLEASE CONFIRM YOUR UNDERSTANDING THESE INSTRUCTIONS AND INFORM UNDERSIGNED DATE AND HOUR VESSELS HANDED OVER

DIRECTOR OF MARINE SERVICES

158PM

C.D. 2x

CANADIAN PACIFIC TELEGRAPHS

CLASS OF SERVICE	
Full Rate	
Day Letter	
Night Message	
Night Letter	
Evening and Sunday Message	

Please mark an X opposite the class of service desired.

CHECK

TIME FILED

STANDARD TIME

World Wide Communications

W.D.NEIL. GENERAL MANAGER OF COMMUNICATIONS. MONTREAL

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

DIRECTOR OF MARINE SERVICES
OTTAWA ONTARIO

VANCOUVER B.C. DECEMBER 31-41

NAVAL AUTHORITIES VANCOUVER NOTIFIED 3 p.m. TODAY THAT BOATS ARASHIO KUROSHIO REQUISITIONED FOR NAVAL SERVICE AS PER YOUR WIRE OF DECEMBER 31 1941 STOP WE HAVE CANCELLED ALL MARINE INSURANCE ON SAME STOP WE ALSO TURNED OVER THE SMITH SOUND TO NAVAL AUTHORITIES AT VANCOUVER ON DECEMBER FIFTEENTH CANCELLING MARINE INSURANCE ON SAME STOP APPRECIATE RECEIVING YOUR CONFIRMATION OF CHARTER AS SOON AS POSSIBLE

DAYLETTER
CHARGE C NAKAMURA & CO.
163 W. HASTINGS ST.
PA~~#~~ L&.6171

C. NAKAMURA

EXHIBIT No. 1401-4
DATE 13 Oct. 1979
FILED BY
D.J. McTavish

D. [redacted]OWARD, Assistant to General Manager, Montreal

E. H. GOODFELLOW, Assistant M[redacted]er, Montreal, Que.
R. R. BACON, Supt., Sudbury, Ont.
H. S. INGRAM, Supt., Toronto, Ont.
W. S. EMERY, Supt., Montreal, Que.
C. W. MACDONALD, Supt., Saint John, N.B.

W. M. THOMPSON, Assistant Manager, Winnipeg, Man.
P. G. McLEAN, Supt., Vancouver, B.C.
L. A. RAYMOND, Supt., Calgary, Alta.
T. H. HOLMES, Supt., Moose Jaw, Sask.
A. J. CLARK, Supt., Winnipeg, Man.

TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED ARE PRESCRIBED BY ORDER No. 49274 DATED DECEMBER 5th, 1932, OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA, AND PUBLISHED IN THE CANADA GAZETTE.

It is agreed between the sender of the message, on the face of this form and this Company, that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeated telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages, suffered by the sender to an extent not exceeding $200, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers he acts for that purpose as the sender's agent; if by telephone the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

CLASSES OF SERVICE

FULL RATE TELEGRAM

A full-rate expedited service.

NIGHT TELEGRAM

Accepted up to 2 a.m. at reduced rates, to be sent during the night and delivered on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the ten-word day telegram rate for the transmission of 50 words or less, and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Day letters may be forwarded by the Company as a deferred service, and the transmission and delivery of such Day Letters are, in all respects, subordinate to the priority of transmission and delivery of full-rate telegrams.

Day Letters may be delivered by the Company by telephoning the same to the addressees and such deliveries shall be a complete discharge of the obligation of the Company to deliver.

Day Letters are received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of full-rate telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2 a.m. for delivery on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays, at rates still lower than its standard night telegram rates as follows: The standard day rate for 10 words for the transmission of 50 words or less and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Night Letters may, at the option of the Company, be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night-Letters at destination, postage prepaid.

EVENING AND SUNDAY MESSAGE

An expedited service admitting up to 40 words at the same rate as a 10 word full rate telegram, each additional 10 or a lesser number of words is charged at the rate of 1/5 of the cost for the initial 40 word telegram. Evening and Sunday messages may be filed at any hour where circumstances permit and will be delivered on week days after 7 p.m. point of origin or destination time whichever provides for earlier delivery. The service is also available all day Sunday. If the message should require a reply and the sender prepays same at the time of filing the reply will be charged at 50% of the normal rate for an Evening and Sunday telegram. If the reply exceeds 40 words, each additional ten or a lesser number of words will be charged at 1/5 of the reply paid telegram rate.

CANADA

REFER TO FILE NUMBER

9015-A-24
9015-K-7

DEPARTMENT OF TRANSPORT

EXECUTIVE OFFICE
DIRECTOR OF MARINE SERVICES

EXHIBIT NO 1401-S
DATE 13 Oct 1949
FILED BY D. J. McDavish.

OTTAWA, January 5, 1942.

Dear Sir:-

This will confirm our dayletter of December 31st, 1941, as follows:-

"BY AUTHORITY OF POWER DELEGATED TO ME BY MINISTER OF NATIONAL DEFENCE UNDER DEFENCE OF CANADA REGULATIONS VESSELS KUROSHIO AND ARASHIO ARE HEREBY REQUISITIONED FOR NAVAL SERVICE TO BE DELIVERED FORTHWITH TO COMMANDING OFFICER PACIFIC COAST AT STEVESTON BC STOP VESSELS REQUISITIONED FOR HIRE ON BARE BOAT BASIS AND TERMS OF CHARTER HIRE WILL BE DETERMINED LATER STOP CANCEL ALL MARINE INSURANCE POLICIES FROM TIME VESSEL HANDED OVER TO COMMANDING OFFICER PACIFIC COAST STOP PLEASE CONFIRM YOUR UNDERSTANDING THESE INSTRUCTIONS AND INFORM UNDERSIGNED DATE AND HOUR VESSELS HANDED OVER"

An Advisory Board, which sits periodically in Vancouver for the purpose of making recommendations on charter hire of requisitioned vessels to the undersigned, will be requested to take your vessel under consideration as soon as possible and arrangements should be made, if you so desire, to be represented and have ready any documents relating thereto which will be of assistance to the members of the Board in making a recommendation. You will be informed of the time and place the Advisory Board will meet.

Yours very truly,

(J. G. Macphail)
Director of Marine Services.

C. NAKAMURA, Esq.,
163 West Hastings Street,
VANCOUVER, B.C.

C.D. 1X

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

W. D. NEIL, General Manager of Communications, Montreal

CANADIAN PACIFIC COMMUNICATIONS

STANDARD TIME INDICATED

27 WA SS 88 DL DL

GET REPLY

OTTAWA ONT JAN 14 550 P

680 6

C NAKAMURA
763 E CORDOVA ST VANCOUVER BC

BY AUTHORITY OF POWER DELEGATED TO ME BY MINISTER OF NATIONAL DEFENCE UNDER DEFENCE OF CANADA REGULATIONS VESSEL NOOTKA SOUND IS HEREBY REQUISITIONED FOR NAVAL SERVICE TO BE DELIVERED FORTHWITH TO COMMANDING OFFICER PACIFIC COAST AT STEVESTON BC STOP VESSEL REQUISITIONED FOR HIRE ON BARE BOAT BASIS AND TERMS OF CHARTER HIRE WILL BE DETERMINED LATER STOP CANCEL ALL MARINE INSURANCE POLICIES FROM TIME VESSEL HANDED OVER TO COMMANDING OFFICER PACIFIC COAST STOP PLEASE CONFIRM YOUR UNDERSTANDING THESE INSTRUCTIONS AND INFORM UNDERSIGNED DATE AND HOUR VESSEL HANDED OVER

DIRECTOR OF MARINE SERVICES

417P

Lt Cmr. McCaughey
Ottawa 5413
Asst Exchequer

EXHIBIT No. 1401-6
DATE 13 Oct. 1949
FILED BY D. J. McTavish.

C.D. 1R

CANADIAN PACIFIC COMMUNICATIONS

STANDARD TIME INDICATED

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

W.D.NEIL, GENERAL MANAGER OF COMMUNICATIONS, MONTREAL

2

WNA187 51/50 DL X

1942 JAN 22 PM 1 56

OTTAWA ONT 22 437P

CHOSUKE NAKAMURA 587

10 A.M.

163 WEST HASTINGS ST VANCOUVER

ADVISORY BOARD WHICH MAKES RECOMMENDATIONS ON VALUATION AND RATE CHARTER HIRE REQUISITIONED VESSELS MEETS TEN MORNING TWENTYSIXTH STOCK EXCHANGE BUILDING VANCOUVER UNDER MR JUSTICE SMITH STOP YOUR VESSEL SMITH SOUND LISTED FOR CONSIDERATION AND ALL INFORMATION RELATIVE THERETO SHOULD BE PRESENTED STOP ATTENDANCE OR REPRESENTATION SHOULD BE ARRANGE IF DESIRED

DIRECTOR OF MARINE SERVICES

EXHIBIT No. 1401-7
DATE 13 Oct. 1949
FILED BY D. J. McTavish

21 000

2 1/2 yrs. old.

20 900

$300 generator

~~$1,200.~~

~~$1,800.~~

arasho

↑

no anchor + chain

Keel of Fir

arasho afiddary

Cylinders worn

Crankshaft

$1,380.46

17,030.42

1,166.18

32,170.23

21 000

20

$200.00

4

14/00

C.D. 1X

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

W.D.NEIL, GENERAL MANAGER OF COMMUNICATIONS, MONTREAL

CANADIAN PACIFIC COMMUNICATIONS

STANDARD TIME INDICATED

B10WA CO 51 DL ✗

OTTAWA ONT FEB 20 1942 1122AM

239

CHOSUKE NAKAMURA
163 WEST HASTINGS ST
VANCOUVER BC

ADVISORY BOARD WHICH MAKES RECOMMENDATIONS ON VALUATIONS AND RATE CHARTER HIRE REQUISITIONED VESSELS MEETS ELEVEN AM TWENTY THIRD COURT HOUSE VANCOUVER UNDER MR JUSTICE SMITH STOP YOUR VESSELS ARASHIO AND KUROSHIO LISTED FOR CONSIDERATION AND ALL INFORMATION RELATIVE THERETO SHOULD BE PRESENTED STOP ATTENDANCE OR REPRESENTATION SHOULD BE ARRANGED IF DESIRED.

DIRECTOR OF MARINE SERVICES

841AM

EXHIBIT No. 1401-8
DATE 13 Oct. 1949
FILED BY D. J. McDonald

CANADA

REFER TO FILE NUMBER

9015-S 39

DEPARTMENT OF TRANSPORT

EXECUTIVE OFFICE
DIRECTOR OF MARINE SERVICES

OTTAWA, June 6th, 1942.

Dear Sirs:-

I wish to acknowledge receipt of the three copies of Form T-MS-2, Government Demise, Charter Party, for the M.V. "SMITH SOUND", duly executed in the manner prescribed, and return herewith a copy for Mr. Chosuke Nakamura's file, signed and witnessed on behalf of the Minister of National Defence.

The original has been forwarded to the Director of Naval Appropriations, Department of National Defence, Ottawa, and payment of hire should be made at an early date.

ENCL.

Yours very truly,

(J. G. Macphail)
Director of Marine Services.

EXHIBIT No. 1401-9
DATE 12 oct 1979
FILED BY D. J. McTavish

Messrs. Martin & Shannon,
Insurance Brokers,
163 Hastings Street West,
VANCOUVER, B.C.

RECEIVED
OCT 19 1942

T—MS—2. *Government Demise.*

CHARTER PARTY

It is this day mutually agreed between **CHOSUKE NAKAMURA,**
of **163 WEST HASTINGS STREET, VANCOUVER, B.C.,**
OWNERS OF THE ~~STEAMSHIP~~/MOTORSHIP called the **"SMITH SOUND",**
of **21** tons gross register and HIS MAJESTY THE KING represented herein by the MINISTER OF NATIONAL DEFENCE, Charterer.

Period. Time for delivery. Port of delivery. Fit for service.

1. The Owners agree to let, and the Charterer agrees to hire the said ship for the term of **ONE** calendar months certain, and thenceforward until the Minister of National Defence shall cause Notice to be given to the Owners that she is discharged from His Majesty's Service. Hire to commence on and from the day (not being a Sunday or a legal holiday unless taken over on either) the ship is placed at the disposal of the Charterer provided written notice of readiness has been given by the Owners or their representative and accepted by the Charterer or his representative before noon, otherwise hire to begin on and from the next day, at **VANCOUVER, B.C.,** in such dock or at such wharf or place, immediately available, where she may lie safely always afloat, she then being tight, staunch, strong, and in every way fit for service.

Rate of hire.

2. The Charterer agrees to pay hire for the ship at the rate of **ONE HUNDRED AND SEVENTY-FIVE DOLLARS ($175.00),** per calendar month and pro rata for any fractional part of a month. In computing hire for part of a month the days shall be taken as fractions of a month of 30 days.

Payment of hire.

Hire shall be paid in Canada. An advance of hire shall be made on ship entering into pay of two-thirds of hire for period of engagement or of one month's hire, whichever is less. Subsequent payment of hire shall be as follows: half-month's hire at the end of the second month, half-month's hire at the end of the third month and one month's further hire at the end of each succeeding completed month of service.

Balance of hire.

All such payments shall be considered as payments on account, and the balance of hire due to Owners shall be paid on termination of service.

Hire paid in advance.

Any hire paid in advance and not earned shall be refunded to the Charterer.

Claims, how to be rendered.

Claims for hire shall be rendered through the Director of Marine Services, Department of Transport, Ottawa, to the Minister of National Defence.

Inventory.

3. An agreed inventory of all stores on board, both consumable and non-consumable shall be made by the Charterer in conjunction with the Owners or their representative on delivery and again on discharge of the ship. In the case of consumable stores (including fuel) the inventory shall be a valued one and the Charterer shall pay the Owners the value of the fuel and stores so taken over and on the discharge of the ship from the said service the Owners shall likewise pay the Charterer the value of the agreed quantities of fuel and consumable stores remaining on board at the time of re-delivery. In the case of non-consumable stores payment for these shall not be made by the Charterer except in so far as at the termination of the said service there may be deficiencies in the quantities shown in the inventory.

Removal of Owners' Fittings.

4. The Charterer may at any time at his expense remove or alter all or any of the fittings or arrangements on board the ship and may erect any new fittings which may be required by the Charterer.

At the disposal of the Charterer.

5. The said ship shall, while she is on hire as aforesaid, be at the absolute disposal and under the complete control of the Charterer.

Ship lost or missing.

6. In the event of the ship being lost or becoming a constructive total loss, the Charterer is prepared to pay as compensation therefor an amount of FOURTEEN THOUSAND ONE HUNDRED DOLLARS ($14,100.00) representing the value of the said ship, less depreciation, at the rate of 5 per cent per annum from the FIFTEENTH day of DECEMBER, , 1941, pursuant to and in accordance with the terms and provisions of The Compensation (Defence) Act, 1940.

If the ship be lost, hire shall be paid up to the day of loss, or, if missing, up to the day last spoken. Should the vessel become a constructive total loss, such loss shall be deemed to have occurred and hire under this contract shall cease as from the day of the casualty resulting in such loss.

Port of re-delivery.
Time for re-delivery.

7. The ship (unless lost) shall be re-delivered (on a day not being a Sunday or a legal holiday unless taken over on either) at VANCOUVER, B.C., or at such other port as may be mutually agreed on the expiration of this Charter in the same good order as she is delivered to the Charterer—fair wear and tear and depreciation excepted.

Risks and expense.

8. All risks and expense of ship and stores shall be borne by the Charterer during the continuance of the ship's service under this Charter Party.

Members of House of Commons not to benefit.

9. Pursuant to the provision of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

IN WITNESS whereof the said Owners and Charterer have set their Hands and Seals this FIFTH day of JUNE, 1942.

Witness to the Signature of Owners
B.C. Police

Owners

Witness to the Signature of the Director of Marine Services, Department of Transport.

Director of Marine Services Acting for and on behalf of the Minister of National Defence.

30

EXHIBIT No. 1401-10
DATE 13 Oct 1949
FILED BY D. J. McJarrett

THIS AGREEMENT made this day of January 1942.

BETWEEN:

C. NAKAMURA, of 736 East Cordova Street, in the City of Vancouver, in the Province of British Columbia,

hereinafter referred to as the Vendor,

Of the First Part;

and

NORTH SHORE PACKING COMPANY LIMITED, a body corporate having its registered office at the foot of St. Andrews Street, North Vancouver, in the Province aforesaid,

hereinafter referred to as the Purchaser,

Of the Second Part.

WHEREAS the Vendor is the registered owner of the following Vessels:-

"NOOTKA SOUND" official Number 172,549;

"BROUGHTON 1" official Number 154,383; and

"ROSE N. 2", official Number 154,333.

each equipped with a first class fishing skiff, all of the said Vessels being registered in the office of the Registrar of Shipping in the City of Vancouver, in the Province of British Columbia.

AND WHEREAS the Vendor is also the registered owner of the following Fish Buying Camps:-

C.N. No.2 registered number 173,711;

T.T. No.1 registered number 138,725;

both fully equipped with lighting plants, anchors and cables, fish buying scales, housing equipment and all other equipment pertaining to the operation of a fish buying camp.

AND WHEREAS the Vendor is also the owner of Seven (7) complete Salmon Seine Nets with spare web brailers and all equipment pertaining thereto situate at Telegraph Cove, British Columbia,

and One complete Herring Seine Net together with extra new and used web, herring brailers and all other equipment pertaining thereto as is now situate at Burrard Cannery, Steveston, British Columbia.

AND WHEREAS the Vessels above mentioned are at the present time in the custody of the Naval authorities of the Dominion of Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree each with the other as follows:-

1. The Vendor agrees to sell and the Purchaser agrees to purchase the said Vessels, Fish Buying Camps and Seine Nets upon the terms and conditions hereinafter mentioned.
2. The Vendor agrees that the Purchaser takes possession of the said vessels forthwith at the places where they now are lying upon release of the said vessels by the Naval Authorities, and the Vendor agrees to execute and deliver to the Purchaser Bills of Sale of the said Vessels, which said Bills of Sale shall be registered forthwith in the records of the Registrar of Shipping, Vancouver, British Columbia, and Bills of Sale covering Salmon and Herring Seines shall also be delivered by the Vendor to the Purchaser.
3. The Vendor covenants and agrees that upon delivery of the said Vessels to the Purchaser the said Vessels and each of them shall be seaworthy and in good running order, fully equipped with anchors, barometers, clocks and all other ordinary running-gear, and in the event of all or any of such Vessels not being in good running order and fully equipped with the necessary running-gear as aforesaid, the Purchaser shall be at liberty to make such

necessary repairs to the said Vessels, or any of them, so as to put them in good running order and to replace such equipment as is missing. The Purchaser shall be the sole judge as to the necessity for effecting repairs, or making replacements of running-gear. The Vendor hereby authorizes and directs the Purchaser to deduct from the purchase price of the said Vessels the cost of such repairs and replacements of running-gear and equipment.

4. The purchase price to be paid by the Purchaser to the Vendor, subject to the deductions authorized in the preceding paragraph, shall be as follows:-

"NOOTKA SOUND" - $17,000.00, less the amount outstanding on a Mortgage registered in favour of Canadian Acceptance Corporation of $2,983.50.

"BROUGHTON 1" - $5,000.00, less the amount outstanding on a Mortgage registered in favour of Canadian Atlas Diesel Engines 1939 Limited of $2,750.00.

"ROSE N. 2" - $4,000.00, less the amount outstanding on a Mortgage registered in favour of Canadian Atlas Diesel Engines 1939 Limited of $1000.00.

FISH BUYING CAMPS C.N. No.2 and T.T.No.1 - $3,000.00.

7 SALMON SEINES - $7,000.00.

HERRING SEINE - $6,000.00.

being a total of $42,000.00.

Said purchase price shall be payable as follows:-

Fifteen Thousand Dollars ($15,000.00) in cash when registration of the Bills of Sale of said Vessels is completed on the records of the Registrar of Shipping, Vancouver, B.C.; and

Six Thousand Seven Hundred and Thirty-three and 50/100 Dollars ($6,733.50) by the assumption by the Purchaser of the liabilities of the Vendor, comprising the balance owing under the mortgages above mentioned, adjustment of interest to be made as of the date hereof.

The payment of the balance of the purchase price, namely - Twenty Thousand Two Hundred and Sixty-six and 50/100 Dollars ($20,266.50) shall be secured by second mortgages covering, -

The "NOOTKA SOUND" in the sum of -	$10,295.00
The "BROUGHTON 1" in the sum of -	3,706.50
The "ROSH N 2" in the sum of -	3,405.00
The C. N. No. 2 in the sum of -	1,430.00
The T. T. No. 1 in the sum of -	1,430.00
	$20,266.50

The said amount so secured by mortgages aforesaid shall be payable as follows:-

The sum of $2,558.32 on the First day of July 1942;
The sum of $2,358.33 on the First day of October 1942;
The sum of $5,116.65 on the First day of October 1943;
The sum of $5,116.65 on the First day of October 1944;
The sum of $5,116.65 on the First day of October 1945;
together with interest thereon at the rate of Six per cent (6%) per annum.

The Purchaser agrees to keep said vessels insured in an amount of not less than $20,000 with loss payable to both Parties as their interest may appear.

5. At the time of delivery of the said Vessels by the Vendor to the Purchaser an inventory shall be made by the Vendor and a representative of the Purchaser setting out in detail all equipment with which the said Vessels, including Camps, are outfitted and such inventory shall be signed by both parties.

IN WITNESS WHEREOF the Vendor has hereunto signed his name and affixed his seal and the Purchaser has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf the day and year first above written.

SIGNED SEALED AND DELIVERED by the Vendor in the presence of:

W. A. Sutton

Chotuke Nakamura

THE CORPORATE SEAL OF NORTH SHORE PACKING COMPANY LIMITED is hereunto affixed under the hands of its officers in that behalf:

W O Gibson
President

Managing Director

DATED JANUARY 1942.

G. HAKAMURA

TO

NORTH SHORE PACKING CO.LTD.

AGREEMENT FOR SALE OF
VESSELS, GEARS AND ENGINES.

REID WALLBRIDGE GIBSON & SUTTON
Barristers,etc.,
525 Seymour St.,
Vancouver, B.C.

MARINE 4045 NORTH 797

NORTH SHORE PACKING CO., LTD.

FOOT ST. ANDREW'S AVENUE

NORTH VANCOUVER, B. C.

June 25th, 1942

Mr. C. Nakamura,
Chase, B. C.

Dear Sir:

We are enclosing herewith invoices covering replacements and repairs to the Broughton #1, Rose N. #2 and the Nootka Sound, these to make good the missing equipment and damage done to the boats while in the custody of the Naval Authorities. We have made claim for your account to the Naval Authorities as per the attached invoices.

We have not charged in any labour of our own plant crew on this work and we have of course absorbed repairs which we considered are annual and were not chargeable to the Navy. We might also state we have not equipped these boats as much as they should be but figure we can get by as they are. The Rose N. and the Nootka Sound accounts were very close to our original estimate, in fact the Rose N. is under by $200 and the Nootka Sound is over by $100 or so. The Broughton #1 of course is the big account, Simson-Maxwell's account and Pacific Shipyards amounting to $1,746.20 and $780.13 which is nearly the entire account. We have had to pay all of these accounts. In the case of the Broughton #1, as you will recall, the Navy took it out of our hands from the outset and had the boat towed in to the Pacific Shipyards in early February with the intention as they assured us of going right ahead with the work, however this boat just lay there and nothing was done until we had to take it in our own hands as otherwise we could see we would not have the boat ready for this years operations. The authorities have told us on different occasions verbally that they will take care of this account but in the meantime we have had to pay this and the others which on the three boats amounts to $3,670.62, which according to our purchase agreement with you covering these boats is to be deducted from our payments to you and the Navy were to pay you for such claims.

Yours very truly,
NORTH SHORE PACKING CO. LTD.

per
MANAGING DIRECTOR

DWW/BR
Encls.

EXHIBIT No. 1401-11
DATE 13 Oct. 1949
FILED BY
D. J. McDavish

Broughton no 1

Simpson-moscwell c/z	$ 1,868.38
Pacific Shipyard	760.13
Rose n	379.45
Nootka Sound	642.66
	3650.62

Recieved from Japanese fishing vessels disposal comittee

June 25th Nootka Sound c/z $ 329.96

ACCOUNT OF REPAIRS & SUPPLIES COLLECTABLE FROM FORMER OWNERS

"ROSE N. NO. 2"

1 only oil gauge		8.40
1 " magnets		38.22
Vancr. Shipyards, Mar. 31/42		99.99
Repairs to rudder & pintle.		
Repairs to planking		
Shipwright 31½ hrs. @ $1.50	47.25	
Helpers 22 " @ 1.00	22.00	
Painter 2 " @ 1.50	3.00	
Mechanics 1½ " @ 1.50	2.25	
Building up rudder	5.10	
500 only skewers	1.51	
17# boat nails	3.08	
6# cotton	1.54	
140 lin ft. 2 x 6 cl. fir	10.92	
23# putty	2.30	
1 qt. paint	1.04	
Pump diaphragm		5.50
Rubber packing		1.52
Pump handle		3.90
Canadian Atlas Invoice		124.26
3 bushings	2.55	
3 "	.63	
1 S.V. tip	2.00	
12 - ¼" S.V. Pkg. Rings	.48	
1 - 69 F x ¼ comp. fitting	.26	
2 - 60 F x 3/8 " "	.08	
2 - 61 F x 3/8 " "	.20	
1 - 68 F x 3/8 " "	.34	
3½' - 3/8 copper tube	.42	
1 - ¼ br. ell, 1- ¼ x 1/8 br. bushing	.30	
7' - ¼" galv. rope	.75	
Slit 2 valve heads	.60	
Welding flange ends on manifold	4.50	
Resoldering fitting on gas tank	.95	
Grind valve, overhaul spray valves, overhaul auxiliary & install magnets		
Fitter's time 50 hr @ 1.50	75.00	
Helpers " 35 " @ 1.00	35.00	
1 only S.V. stem		4.45
Packing rings - 20 only S.V.		.80
2 only S.V. Tips		4.00
1 only Compass		33.75
½ doz. cups		1.50
½ " saucers		.75
5 only soup bowls		1.46
1 " jug		.67
1 " 8" platter		.46
2 " dishups		1.32
1 " Measuring cup		.15
½ doz knives		1.10
½ " dessert spoons		.90
½ " teaspoons		.26
1½ " lamps		4.18
1 only pyrene extinguisher		15.64
1 " port light		6.04
1 " lamp		.36
1 " axe		2.05
1 " hammer		1.27
1 " cold chisel		1.03
1 " screw driver		.96
1 " 10" rd. file		.30

1	only	M.B. flat file	.37
2	only	hand oilers	2.23
1	only	broom	.65
1	"	dust pan	.14
2	"	saucepans	1.62
1	"	egg whip	.28
1	"	spark plug	.57
1	"	crescent wrench	.91
1	"	14" stillson wrench	1.81
1	pr.	pliers	.41
2	only	½" unions	.72
2	"	41F x ½" nuts	.74
1	"	extension	2.67
6	"	battery clips	1.14
			$379.45

G-95

Mr. C. Nakamura, Reg. 00765

December 19, 1942.

North Shore Packing Co.Ltd.,
Foot St. Andrew's Avenue,
North Vancouver, B. C.

Dear Sirs:

In reply to your letter of December 18th, in regard to claims for repairs and replacements on boats purchased by your company from Mr. C. Nakamura through the Japanese Fishing Vessels Disposal Committee, we wish to advise as follows:

"Nootka Sound" — Claim on this vessel was paid in the amount of $329.76. We have a Release and Discharge form signed by C. Nakamura on June 23rd, acknowledging receipt of this sum, and accepting it as adequate compensation.

"Broughton I" — Claim on this vessel has been recommended for payment in the amount of $2,274.70. As soon as cheque in payment is received, we shall notify Mr. Nakamura.

"Rose N. II" — No allowance was made on this claim. The vessel required no repairs, having suffered no damage while in naval custody. The claim for missing inventory covered articles on which no claim could be allowed.

We trust this is the information you require.

Yours very truly,

F. Matheson

F. Matheson,
For the Authorized Deputy of the Secretary of State and/or Custodian.

FM
cc/ Mr. C. Nakamura.

EXHIBIT No. 1401-12
DATE 13 Oct. 1949
FILED BY
D. J. McTavish

(Copy)

Chase. B. C
aug 10th 1942

Japanese Fishing Vessels Disposal comittee

Dear Sirs!

Recieved your letter regard sale prices of Smith Sound Arashio and Kuroshio

I will accept following prices which appraised by Court plus charter money which has been accruing to date of completion of Sale from the time of Requestion

Smith Sound $14.100
Arashio -- $21.830
Kuroshio -- $22.000

yours Truly

C. N.

EXHIBIT No. 1401-13
DATE 13 Oct. 1949
FILED BY
D. J. McDavish.

PRINTED IN CANADA 8-39.

CANADIAN PACIFIC COMMUNICATIONS

CANADIAN PACIFIC TELEGRAPHS

DIRECT CONNECTION WITH
POSTAL TELEGRAPHS - COMMERCIAL CABLES
IMPERIAL CABLES - CANADIAN MARCONI

MONEY TRANSFERRED BY TELEGRAPH

C.D. 1M

This is a full-rate Telegram or Cablegram unless otherwise indicated by signal in the check or in the address.

TELEGRAM		CABLEGRAM	
FULL RATE		FULL RATE	
DAY LETTER	DL	CODE	CDE
NIGHT LETTER	NL	DEFERRED	LC
NIGHT TELEGRAM	NM	NIGHT CABLE LETTER	NLT

W. D. NEIL, GENERAL MANAGER OF COMMUNICATIONS, MONTREAL.

STANDARD TIME

VR NJ

42 NL

Vancouver BC Aug 15/42

CHouske Nakamura
ChaseBC

Department of munition and supplies will purchase your boats kuroshio at twenty two thousand dollars arashio at twenty one thousand eight hundred thirty dollars and smith sound at fourteen thousand one hundred dollars stop will you confirm or advise me if otherwise .

Kimura.
324PM

EXHIBIT No. 1401-14
DATE 13 oct. 1949
FILED BY
D. J. McTavish.

TELEPHONE PA CIFIC 9331

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

Committee:
THE HONORABLE MR. JUSTICE SIDNEY SMITH
CHAIRMAN
COMMANDER B. L. JOHNSON, D.S.O., R.C.N.R.
KISHIZO KIMURA

A. E. McMASTER, EXECUTIVE ASSISTANT

1528 MARINE BUILDING
VANCOUVER, B.C.

August 20,1942.

Mr. C. Nakamura,
c/o Tanemura,
Salmon Arm, B.C.

Dear Mr. Nakamura:

This will acknowledge your letter of the 10th inst. in which you advise you will accept Lloyd's surveyed price on your vessels, the -

"Smith Sound"
"Arashio" and
"Kuroshio"

plus accrued charter money.

Our instructions from Governmental authorities is very definite to the effect that we must make these purchases on the basis of Lloyd's surveyed price; and in that many of the owners with whom we have already dealt, are accepting this price without consideration of a charter, we sincerely hope that you will withdraw this condition of sale and agree to execute the Bills of Sale accordingly.

Your early advise will be appreciated.

Yours very truly,

A. E. McMaster,
Executive Assistant.

AEM/PH.

EXHIBIT No. 1401 - 15
DATE 13 Oct. 1949
FILED BY
D. J. McTavish.

EXHIBIT NO. 1401-16
DATE 13 oct. 1949
FILED BY
D. J. McTavish

CHASE, B.C. Aug. 23rd. 1942-

Mr
Kimura Care Japaneese Fishing Vessel Disposal Committee
~~MMMX~~ 355 Burrard Street., Vancouver, B.C.

Accept the offer of Department of Munition and Supply for Kurishio twenty two thousand dollars Arashio twenty one thousand eight hundred and thirty dollars Smith Sound fourteen thousand one hundred dollars STOP This is clear cash price net to me and also departmebt pay me charter money for above three boats until deal closed as I wrote you last time

Chouske Nakamura C. Nakamura

CP 92180.0 Nov 29 1940 157

Houston Texas Ga 9155 Chase. PC

9159 Tuckard PC

CP Acc Tr Cgw Kan City G R Kinkv Co

HK

G R Kinkv Co % Atlantic

Commission Co

Houston

Jax

Copy

CANADIAN PACIFIC TELEGRAPHS

Salmon Arm, B.C.
Aug.26, 2 pm.

Mr.A.E. McMaster,
Japanese Fishing Vessels Disposal Committee,
1528 Marine Building,
Vancouver, B.C.

RECEIVED YOUR LETTER DATED AUG TWENTIETH AND I WILL WITHDRAW THE CHARTER PAYMENT AS YOU REQUESTED AND WILL ACCEPT FOLLOWING YOUR OFFER KUROSHIO TWENTY TWO THOUSAND DOLLARS ARASHIO TWENTY ONE THOUSAND EIGHT HUNDRED THIRTY DOLLARS SMITH SOUND FOURTEEN THOUSAND ONE HUNDRED DOLLARS PLEASE ASK IMMEDIATE CASH PAYMENT STOP SEE MR WILF MARTINE FOR TRANSACTION ALL COMMUNICATION MAKE TO CARE TANEMURA SALMONARM

CHOSUKE NAKAMURA

2.08 p.m.

EXHIBIT No. 1401-17
DATE 13 oct 1949
FILED BY
D.J. McIntosh.

WILFRID M. MARTIN

TELEPHONE PACIFIC 6171-2

MARTIN & SHANNON

REAL ESTATE, PROPERTY MANAGEMENT AND INSURANCE BROKERS

OFFICES: FLACK BLOCK, SUITE 18

163 HASTINGS STREET WEST

VANCOUVER, B.C.

October 28th, 1942.

Charlie Nakamura, Esq.,
c/o Tanemura,
Salmon Arm, B.C.

Dear Charlie:-

This morning the Bill of Lading came in for four boxes of apples, shipped by you. I presume two for Blaine and two for myself. I wish to thank you very kindly for sending them down. I guess the Dominion Express will be delivering them one of these days.

Getting the money for your boats from the Government has been quite a long drawn out affair. Not as far as they are concerned, as muchas that the Canadian Acceptance Corporation Limited had to send back East to get their Discharge of Mortgage on the "Smith Sound" as also The Canadian Atlas Diesel and the Western Leckie mortgage was also in the East. However, these came through one at a time, and we had them all paid off direct by Mr. Durkie, the Japanese Vessels Disposal Committee accountant. Last night Mr. Durkie paid us two cheques balance on the "Arashio" and "Kuroshio". The "Smith Sound" balance, he is holding for a couple of days, just so to make sure there is no outstanding bills with the Navy that were promised to be paid by you. Of course, I explained that there was nothing like this that I knew of, and he agreed, but said it was a matter of formality, and he, in his position had to take every precaution. In regard to the "Arashio" the price for this boat was $21,830.00. The amount owing to the Canadian Atlas, which we were billed for, and which was paid, was $8,130.70 paid up as follows:

Engine Account	5,803.00	
Interest	1,191.29	6,994.29
Installation Account	287.50	
Interest	59.50	347.00
Ruston Account	300.00	
Interest	62.14	362.14
Miscellaneous Account		427.27
TOTAL AMOUNT OWING		$8,130.70

EXHIBIT No. 1401-18
DATE 13 Oct 1979
FILED BY D. J. McTavish

Charlie Nakamura, Esq. October 28, 1942.

The Japanese Fishing Vessel Disposal Committee also take 1% plus $5.00 survey charge so for the 1/ "Arashio" the amount was $223.30 leaving a balance payable to you of $13,476.00. 2/ The "Kuroshio" $22,000.00 Canadian Atlas Diesel $421.42 this being the amount for work authorised by you to put the boat in good condition when it was taken by the Navy. This I outlined in my letter to you of August 5th.

The Western Leckie bill we paid was $8,805.00 made up as follows:

To a/c rendered	8510.75
plus interest at 5% 8 mos. 9 days	294.35
To balance.....	8805.10

This together with the 1% and $5.00 survey charge left a balance of $12,548.48.

3/ "Smith Sound" which I haven't got yet but expect to have in a couple of days is made up as follows: Price $14,100.00. Canadian Atlas Diesel $583.20 made up as follows:

Installation Account	513.70
Interest Account	69.50
TOTAL AMOUNT OWING.....	$583.20

Canadian Acceptance Corporation Limited $3,987.71 commission to Japanese Committe $141.00 and survey $5.00 leaving a balance of $9,383.09. The total amount therefore of these three boats payable to you is $35,407.57. The two cheques that I had this morning I took up to the Royal Bank of Canada and I noted in your account the balances:

Charlie Nakamura & Co.	$ 30.19
Charlie Nakamura	2.30

I deposited the $26,024.48 to your C. Nakamura Account making that $26,026.78 from this I had my cheque which you gave me marked for $500.00 leaving a balance of $25,526.78.

Charlie Nakamura, Esq. October 28, 1942.

From this account I then took $25,000.00 and put in Savings Account under your name Chosuke Nakamura. This account will pay you interest at 1½%. Mr. Knudson the Assistant Manager, suggested that you, for this account, sign for me another Power of Attorney. I will enclose a little card and also their Power of Attorney form which you sign and have someone witness up there, and return to me, and I will give them to the Bank. This is just in case something should arise where you would want me to do something at sometime with this account for you. Mr. Knudson also told me to let you know that the Victory Bonds paid 3% which were a very sound investment and maybe you could see your way clear to put something into them. They being cashable at any time and interest payable ~~one~~ half yearly.

Andy Smith, of the Union Boat Works, has sent me in a bill for $289.39 which I am enclosing to you. If you wish me to pay this out of our account here, you will have to okay same and return to me. I told him I wouldn't pay it without your okay.

We have collected only one account so far, being $153.24 from the troller "Mutsy". The "Fauna" has had a very poor year, and the "Broughton II" had her engine blown up and Blaine had to have a new engine put in her.

I suppose that you are keeping yourself quite busy, and I hope that you are keeping in your usual good health, and that everything is going along fine. It's quite a difference from fishing to farming alright, but farming is something that can keep a person extremely interested too.

Kindest regards,

WM:V

P.S. We are also enclosing your Royal Bank of Canada Savings Account Book No.7406.

REQUISITIONED

R

NAME OF Vessel ARASHIO | Official Number 171,791 | Naval Control Number

Port of Registry Vancouver, B. C. | Date of Registry 1939

Length * 59' | Width * 17.7' | Depth 8.5'

Make of Engine (Present) Atlas Diesel | Date When Re-Installed

Horse Power 135 B.H.P. | Knot (Speed) 9 Knots

When Hull Built 1939 | When Hull Rebuilt

Type of Vessel: Seiner | Packer X | Gill-Netter | Troller | Trawler | Other

Formerly Used as Packer | Value (Replacement) $28,000.00

Date When Surveyed Last | Value (Present) 24,000.00

Pace of Operation Johnstone Strait | Value (Insured) 25,950.00

EXHIBIT No. 1401-19
DATE 13 Oct. 1949
FILED BY J. A. Macdonald

Charter Rate: 1940 Own Use
1941 $30.00 per day

Chartered To: 1940 Own Use
1941 North Shore Packing Co.

Amount of Mortgage, If Any $6,000.00 | Mortgaged To: Canadian Atlas Diesel Engines Ltd.

Registered Owner 's Name C. NAKAMURA | Actual Owner's Name Chosuke Nakamura

Address 763 E. Cordova St., Vancouver, B.C. | Address 163 West Hastings St., Vancouver, B.C.

* Please refer to "Certificate" of British Registry" in filling this blank; special attention is required in cases of "Length" "Width" and "Depth"

Gross Tonnage: 73 tons | Net Tonnage: 47 tons

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Feb. 14/50. G. Harrington

REQUISITIONED

R

NAME OF Vessel SMITH SOUND Official Number 172530 Naval Control Number

Port of Registry Vancouver, B.C. Date of Registry 1940

Length * 45.3' Width * 14' Depth 5.4'

Make of Engine (Present) Atlas Diesel Date When Re-Installed

Horse Power 65 B.H.P. Knot (Speed) 8½ Knots

When Hull Built 1940 When Hull Rebuilt

Type of Vessel: Seiner X Packer Gill-Netter Troller Trawler Other

Formerly Used as Seiner Value (Replacement) $15,000.00

Date When Surveyed Last Value (Present) 15,000.00

Pace of Operation Johnstone Strait Value (Insured) 15,000.00

EXHIBIT No. 1401-20
DATE 13 Oct. 1949
FILED BY J. A. Macdonald

Charter Rate: 1940 Chartered To: 1940 Own Use

1941 1941 do.

Amount of Mortgage, If Any $4,000.00 Mortgaged To: Canadian Atlas Diesel Engines Ltd.

Registered Owner 's Name C. Nakamura Actual Owner's Name C. Nakamura

Address 763 E. Cordova St., Vancouver, B.C. Address 163 West Hastings St., Vancouver, B. C.

* Please refer to "Certificate" of British Registry" in filling this blank; special attention is required in cases of "Length" "Width" and "Depth"

Gross Tonnage: 21 Tons Net Tonnage: 14 Tons

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

Feb. 14/50. G. Norrington

REQUISITIONED

R

NAME OF Vessel	KUROSHIO	Official Number	171790
Naval Control Number			
Port of Registry	Vancouver, B.C.	Date of Registry	1939
Length *	59.3'	Width *	17.7'
Depth	8.5'		
Make of Engine (Present)	Atlas Diesel	Date When Re-Installed	
Horse Power	135 B.H.P.	Knot (Speed)	9 Knots
When Hull Built	1939	When Hull Rebuilt	

Type of Vessel:	Seiner	Packer	Gill-Netter	Troller	Trawler	Other
		X				

Formerly Used as	Packer	Value (Replacement)	$28,000.00
Date When Surveyed Last		Value (Present)	24,000.00
Pace of Operation	Johnstone Strait	Value (Insured)	25,950.00

EXHIBIT No. 1401-21
DATE 13 Oct. 1949
FILED BY J. A. Macdonald

Charter Rate: 1940		Chartered To: 1940	Own Use
1941	$30.00 per day	1941	North Shore Packing Co.

Amount of Mortgage, If Any	Nil	Mortgaged To:	Nil
Registered Owner 's Name	C. Nakamura	Actual Owner's Name	C. Nakamura
Address	763 E. Cordova St., Vancouver, B.C.	Address	163 West Hastings St., Vancouver, B. C.

* Please refer to "Certificate" of British Registry" in filling this blank; special attention is required in cases of "Length" "Width" and "Depth"

Gross Tonnage: 73 Tons Net Tonnage: 47 Tons

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

Feb. 14/50. G. Harrington

1401 - 22

EXHIBIT No. _____

DATE Nov. 28/40

FILED BY J.A.MacDonald

Telephone
MArine 6541

BOARD OF MARINE UNDERWRITERS OF SAN FRANCISCO, INCORPORATED

989 West Hastings Street

VANCOUVER, B. C.

November 25, 1949.

Messrs. Robson & MacDonald,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. J. A. MacDonald

Dear Sirs:

Re: Japanese Property Claims Commission
Case No. 1401

We have for acknowledgment your letter of November 23, 1949, re the above and would reply as follows:

Diesel Vessel "KUROSHIO" was surveyed by this office on August 21, 1941; D/V "ARASHIO" on July 19, 1941; and D/V "SMITH SOUND" on August 2, 1940, at which times they were given the following values for Insurance purposes only. SEE NOTE BELOW.

D/V "KUROSHIO"

	Replacement	Estimated Present
Hull	$ 13,500.00	$ 12,200.00
Machinery	13,000.00	10,300.00
Standard Equipment	1,500.00	1,500.00
	$ 28,000.00	$ 24,000.00

D/V "ARASHIO"

Hull	$ 13,500.00	$ 12,200.00
Machinery	13,000.00	10,300.00
Standard Equipment	1,500.00	1,500.00
	$ 28,000.00	$ 24,000.00

D/V "SMITH SOUND"

	Replacement	Estimated Present
Hull	$ 5,800.00	$ 5,800.00
Machinery	7,000.00	7,000.00
Standard Equipment . . .	1,200.00	1,200.00
	$ 14,000.00	$ 14,000.00

We would emphasize that the figures we have used are calculated for insurance purposes only and, as indicated in the footnote of our blank form attached, these values have no relation whatever to sale value which, as of course you will realize, fluctuates from time to time.

Our interpretation of Replacement Value of hull, machinery and equipment, as in Section 5 of the attached form, represents prevailing shipyard labour and material charges at time of building, whereas our estimated Present Value is based on depreciation.

Yours very truly,

"H. H. Hitchon
(Sgd.) H. H. Hitchon

LES

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

February 13th, 1950. J. Spratt

BOARD OF MARINE UNDERWRITERS OF SAN FRANCISCO, INCORPORATED

REPORT OF SURVEY OF MOTOR VESSEL

SAMPLE ONLY

J. Sprat

ROBSON & MACDONALD

BARRISTERS AND SOLICITORS

TEL. MA. 6168

JAMES A. MACDONALD C. GEORGE ROBSON

506 Royal Bank Building,

VANCOUVER, B. C.

28th November 1949.

Miss White,
Japanese Property Claims Commission,
The Court House,
Vancouver, B.C.

Dear Miss White,

Case No.1401 - C. Nakamura

I enclose a copy of my letter to the Board of Marine Underwriters of San Francisco Inc. dated 23rd November and a letter in reply, with enclosure, dated 25th November. Will you kindly bring these to the Commissioner's attention in connection with the above noted case.

Yours very truly,

James A. Macdonald

xxxxxxxxxxxxx 506 Royal
xxxxxxxxxxxxx Bank
Building,

23rd November 1949.

The Board of Marine Underwriters of San Francisco Inc.,
Seaboard House,
999 West Hastings Street,
Vancouver, B.C.

Dear Sirs,

Japanese Property Claims Commission
Case No.1401

I am one of the Dominion Government Counsel acting in connection with the Japanese Property Claims Commission sitting under the Honourable Mr.Justice Bird as Commissioner.

In connection with one of the claims before the Commission arising out of the sale of three fishing vessels, the Commissioner is anxious to have the assistance of the values which your Board might have placed on these vessels. I therefore obtained to-day from your office the information set out below, which I would be pleased if you would check. If my information is correct will you kindly let me know by letter so that I will be in a position to bring the data before the Commissioner.

Name of vessel		Replacement value	Present value
M.V. "Kuroshio" - year 1941.			
	Hull	$ 13,500	$ 12,200
	Machinery	13,000	10,300
	Standard equipment	1,500	1,500
		$ 28,000	$ 24,000
M.V. "Arashio" year 1941.			
	Hull	$ 13,500	$ 12,200
	Machinery	13,000	10,300
	Standard equipment	1,500	1,500
		$ 28,000	$ 24,000

over

Board of Marine Underwriters 23.11.49

Name of vessel		Replacement value	Present value
M.V. "Smith Sound"			
year 1940	Hull	$ 5,800	$ 5,800
	Machinery	7,000	7,000
	Standard equipment	1,200	1,200
		$14,000	$14,000
year 1946	Hull	$ 5,500	$ 4,060
	Machinery	7,800	4,800
	Standard equipment	1,500	1,200
		$14,800	$10,060

I understand that your "present value" is really the market value of the vessel and that you did not have values for the "Kuroshio" and "Arashio" subsequent to 1941.

Yours very truly,

James A Macdonald

DONALD S. McTAVISH
BARRISTER AND SOLICITOR
NOTARY PUBLIC

TELEPHONE 7

P.O. BOX 188,
SALMON ARM,
BRITISH COLUMBIA

October 4, 1949

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

Dear Sir:

Re: Chosuke Nakamura.

I thank you for your letter of the 28th ultimo in the above matter.

My client will be appearing before the Commissioner to submit evidence when the claim is presented. I expect that there will also be approximately three other witnesses called to support his claim.

Last night I had my first opportunity to go fully into this matter with my client and as a result, I am advising him to amend his claim as follows:

a) To abandon claim for charter money of the Nootka Sound, Broughton #1, Broughton #2, Rose N, Scow #1 and Scow #2.
b) To increase his claim on charter money on the Arahio, Kuroshio and Smith Sound to cover 262 days making a total claim for charter money in the sum of $17,030.00.
c) To add a claim for damages done by the Royal Canadian Navy to the Nootka Sound, Broughton #1 and Rose N. This claim is in the sum of $1,166.16.

The balance of Mr. Nakamura's claim is as shown on the Statement of Claim forwarded in my letter of September 24, 1949. Would you kindly bring the above to the attention of the Crown Counsel. If necessary, I will write him myself before the hearing with regard to this matter, but will wait until I hear from you before doing so.

I note your remarks suggesting that it would be wise for me to be in Vancouver before the 12th instant. Unfortunately, I am not able to do this and cannot possibly arrive there before the morning of October 12th. I will see you during that morning with

regard to this matter and would like at that time to obtain Mr. Nakamura's file so that I can check further into his claim. I expect that I will have Mr. Nakamura's Statement available for the Crown Counsel by early in the afternoon of the 12th and trust this will be satisfactory.

Yours very truly,

Donald S. McTavish

Donald S. McTavish

DSMcT:ry

October 5th 1949.

D. S. McTavish, Esq.,
Barrister and Solicitor,
Salmon Arm, B.C.

Dear Sir, Re Chosuke NAKAMURA

We acknowledge receipt of your letter of the 4th inst., and have amended the claim of your client in accordance with the information provided.

We note that you will not be able to be in Vancouver until the morning of the 12th inst. We would suggest that, instead of calling at this office, you advise Mr. Braidwood, Crown Counsel, when you expect to arrive and ask for an appointment with him. In this way the claimant's file will be made available to you on your arrival, and you can then discuss the claim in a general way with Mr. Braidwood. Mr. Braidwood's address is: 506 Royal Bank Building, 675 West Hastings St., Vancouver.

We note that you will have the claimant's statement showing full particulars of personal property available for the Crown Counsel early in the afternoon of the 12th inst., and in our opinion this will be quite satisfactory.

We also note that you are having three additional witnesses to support the claimant's claim. Please advise if in this connection an interpreter will be required.

Yours truly,

AW/W.

A. WATSON

Secretary.

October 5th 1949.

The Custodian,
Department of Secretary of State,
675 West Hastings St.,
Vancouver, B.C.

Dear Sir,

Re claim of Chosuke NAKAMURA

We enclose herewith Chosuke Nakamura's claim as amended.

This claim has been set for hearing on the 13th inst.

Yours truly,

A. WATSON
Per.

Secretary.

Enc.
W.

September 28th 1949.

D. S. McTavish, Esq.,
Barrister and Solicitor,
Salmon Arm, B.C.

Dear Sir,

Re: Chosuke NAKAMURA

We acknowledge receipt of your letter of the 24th September, enclosing claim in duplicate by the above party.

This claim has been set down for hearing on Thursday, 13th October next, in the Court House, Vancouver, at 10 A.M. Claimant's file will be made available to you when you reach Vancouver.

In addition to the claim a further statement has to be prepared, consisting of detailed information regarding the claimant's property. You can get advice and assistance from Mr.R.J.McMaster as to how this form should be prepared, and for this reason it is suggested that you should probably come to Vancouver a little earlier than the 12th.

Please advise if your client is going to appear before the Commissioner to submit evidence when the claim is presented.

Yours truly,

A. WATSON

AW/W.

Secretary.

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
~~525 Seymour Street~~ Building,
Vancouver, B.C.

24th September 1949.

Mr.S. Watson,
The Court House,
Vancouver, B.C.

Dear Sir,

C. Nakamura

I have had a letter from Mr.D.S. McTavish solicitor for the above who, as you know, is making application for late claim before the Commissioner. He suggests that the matter might be heard on Thursday 13th October. Would you kindly ascertain if this date would be satisfactory to the Commissioner and advise me as soon as possible so that I may discuss the matter with Mr.McTavish.

Yours very truly,

D T Braidwood

Oct 13

August 31st 1949.

Donald S. McTavish, Esq.,
Barrister and Solicitor,
P.O.Box 188,
Salmon Arm, B.C.

Dear Sir,

Re NAKAMURA Chosuka (Charles)

We acknowledge receipt of your letter of the 25th inst. This is being referred to the Commissioner, the Honourable Mr.Justice Bird, and upon his return to Vancouver within a few days he will no doubt deal with this matter.

Yours truly,

A. WATSON
Secretary.

W.

TELEPHONE 7

DONALD S. McTAVISH
BARRISTER AND SOLICITOR
NOTARY PUBLIC

P.O. BOX 188,
SALMON ARM,
BRITISH COLUMBIA

August 25, 1949

Alexander Watson, Esq.,
Secretary,
The Japanese Claims Commission,
The Court House,
Vancouver, B. C.

Dear Sir:

Re: Chosuka (Charles) Nakamura.

Early in 1948 I was consulted by my client, the above named Chosuka (Charles) Nakamura, with regard to a claim he had against the Dominion Government. This claim was based on a loss sustained by my client on loss of Charter money and capital loss on sale of certain fishing boats belonging to Mr. Nakamura and taken over by the Royal Canadian Navy, and the Japanese Fishing Boats Disposal Committee. I advised Mr. Nakamura that any claim he might have was outside the Terms of Reference, and would not, therefore, be considered by the Commissioner.

I am now advised that Mr. Justice Bird may made some recommendation to cover claims such as those of my client, and I would appreciate your discussing with him Mr. Nakamura's claim. If any such recommendation is to be made, would it be possible to bring this claim officially before the Commissioner so that it could be considered along with other similar claims when his findings go forward?

Mr. Nakamura was the owner of the following fishing vessels:

(a) Kuroshio,
(b) Arashio,
(c) Nootka Sound,
(d) Smith Sound,
(e) Broughton # 2,
(f) Broughton # 1
(g) Rose N,
(h) Scow # 1,
(i) Scow # 2.

The above boats were all taken over by the Navy on the 7th day of December, A. D. 1941, and kept by the Navy until the 30th day of March, A. D. 1942--a total of one hundred and thirteen days.

Mr. Nakamura's boats, with the exception of the Kurashio and the Arashio, had been used by himself, but were capable of being chartered at

the following rates: the Nootka Sound at the rate of twenty-five ($25.00) dollars per day; the Smith Sound at the rate of fifteen ($15.00) dollars per day; the Broughton # 2, at the rate of twelve ($12.00) dollars per day, the Broughton # 1, and the Rose N. at the rate of ten ($10.00) dollars per day, and the other two boats at the rate of six ($6.00) dollars per day. The Kurashio and the Arashio had been chartered at twenty-five ($25.00) dollars per day by the North Shore Packing Company Ltd. For the total period above, therefore, my client lost the sum of fifteen thousand one hundred and forty-two ($15,142.00) dollars on charter money. Mr. Nakamura received no payment for the use of any of his boats for the above one hundred and thirteen days. I enclose herewith a letter from the North Shore Packing Company Ltd. relative to this claim for charter money.

When the boats were finally sold, Mr. Nakamura was charged a commission on the sale by the Japanese Fishing Boats Disposal Committee of one thousand and fourteen ($1,014.30) dollars and thirty cents. The boats were sold without his consent, and he considers the above sum a loss. He is claiming this sum back.

On the final sale of the boats, Mr. Nakamura took a capital loss on each boat sold. However, he is only claiming on three of the boats. These are the Kurashio, the Arashio, and the Smith Sound. The first two of these boats were each valued at thirty-two thousand ($32,000.00) dollars each. The Kurashio was sold at twenty-one thousand, eight hundred and thirty ($21,830.00) dollars, making a capital loss to my client of ten thousand, one hundred and seventy ($10, 170.00) dollars, and the Arashio was sold at twenty-two thousand ($22,000.00) dollars making a capital loss to my client of ten thousand ($10,000.00) dollars. The Smith Sound was valued at sixteen thousand ($16,000.00) dollars, and sold at fourteen thousand ($14,000.00) dollars, for a capital loss of two thousand ($2,000.00) dollars. In all, my client lost twenty-two thousand, one hundred and seventy ($22,170.00) dollars on the sale of the above three boats.

Summarizing the above, my client claims a total loss of thirty-eight thousand, three hundred and twenty-six ($38,326.30) dollars and thirty cents, made up as follows:

(a)	Loss of Charter money	$15,142.00
(b)	Commission paid on sale	1,014.30
(c)	Capital loss on sale	22,170.00
	TOTAL - -	$ 38,326.30

As I requested above, I would appreciate your discussing this

claim with the Commissioner, and advising me with regard to it at your earliest convenience.

Thanking you, in anticipation of your early attention to this matter, I am,

Yours very truly,

Donald S. McTavish

DSMcT:ry
Encl.

August 29th 1949.

Honourable Mr.Justice H.I.Bird,
c/o Dutch Lake Guest Ranch,
Clearwater, B.C.

Dear Mr.Justice Bird,

A letter from Mr.D.S.McTavish of Salmon Arm, addressed to Mr.Watson, was received this morning, re claim by Chosuka Nakamura. I am enclosing a copy, and have also sent a copy to Mr.Watson at Victoria (877 Newport Ave.) for instructions, if any. The letter has not been acknowledged.

I hope that you have been receiving the mail re-addressed to you, and that you have enjoyed a better summer than we have had at the Coast.

Yours respectfully,

Enc.

VW.

TELEPHONE 7

DONALD S. McTAVISH
BARRISTER AND SOLICITOR
NOTARY PUBLIC

P.O. BOX 188,
SALMON ARM,
BRITISH COLUMBIA

September 24, 1949

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

Dear Sir:

Re: Chosuke (Charles) Nakamura.

I have now had the necessary claim Forms completed by Mr. Nakamura and I enclose the same in duplicate herewith. I trust you will find these in order.

I have contacted Mr. Braidwood with regard to the date of hearing of Mr. Nakamura's claim and have suggested to him that the matter be heard on October 13, 1949. I have not heard from him whether this date is satisfactory, but I trust that it will be. If the claim is to be heard on that date, would it be possible for me to review Mr. Nakamura's file on the night of October 12th.

Yours very truly,

Donald S. McTavish

DSMcT:ry
Encls.

COPY.

DONALD S. McTAVISH
Barrister & Solicitor.

P.O.Box 188,
Salmon Arm, B.C.

Alexander Watson, Esq.,
Secretary,
The Japanese Claims Commission,
The Court House,
Vancouver B.C.

Dear Sir, Re: Chosuka (Charles) Nakamura

Early in 1948 I was consulted by my client, the above named Chosuka (Charles) Nakamura, with regard to a claim he had against the Dominion Government. This claim was based on a loss sustained by my client on loss of Charter money and capital loss on sale of certain fishing boats belonging to Mr.Nakamura and taken over by the Royal Canadian Navy, and the Japanese Fishing Boats Disposal Committee, I advised Mr.Nakamura that any claim he might have was outside the Terms of Reference, and would not, therefore, be considered by the Commissioner.

I am now advised that Mr.Justice Bird may make some recommendation to cover claims such as those of my client, and I would appreciate your discussing with him Mr.Bakamura's claim. If any such recommendation is to be made, would it be possible to bring this claim officially before the Commissioner so that it could be considered along with other similar claims when his findings go forward?

Mr.Nakamura was the owner of the following fishing vessels:

(a) Kuroshio
(b) Arashio
(c) Nootka Sound
(d) Smith Sound
(e) Broughton #2
(f) Broughton #1
(g) Rose N.
(h) Scow #1.
(i) Scow #2.

The above boats were all taken over by the Navy on the 7th day of December 1941, and kept by the Navy until the 30th day of March 1942, a total of one hundred and thirteen days.

Mr.Nakamura's boats, with the exception of the Kurashio and the Arashio, had been used by himself, but were capable of being chartered at the following rates: the Nootka Sound at the rate of $15.00 per day; the Broughton #2 at the rate of $12.00 per day; the Broughton #1 and the Rose N. at the rate of $10.00 per day; and the other two boats at the rate of $6.00 per day. The Kurashio and the Arashio had been chartered at $25.00 per day by the North Shore Packing Company Ltd. For the total period above, therefore, my client lost the sum of $15,142.00 on charter money. Mr.Nakamura received no payment for the use of any of his boats for the above 113 days. I enclose herewith a letter from the North Shore Packing Company Ltd. relative to this claim for charter money.

When the boats were finally sold, Mr.Nakamura was charged a commission on the sale by the Japanese Fishing Boats Disposal Committee of $1,014.30. The boats were sold without his consent, and he considers the above sum a loss. He is claiming this sum back.

On the final sale of the boats, Mr.Nakamura took a capital loss on each boat sold. However, he is only claiming on three of the boats. These are the Kurashio, the Arashio and the Smith Sound. The first two of these boats were each valued at $32,000.00 each. The Kurashio was sold at $21,830.00, making a capital loss to my client of $10,170.00, and the Arashio was sold at $22,000.00, making a capital loss to my client of $10,000. The Smith Sound was valued at $16,000.00. and sold at $14,000. for a capital loss of $2000.00. In all, my client lost $22,170.00 on the sale of the above three boats.

Summarizing the above, my client claims a total loss of $38,326.30, made up as follows:

(a)	Loss of Charter money	$15,142.00
(b)	Commission paid on sale	1,014.30
(c)	Capital loss on sale	22,170.00
	TOTAL - - - -	$38,326.30

As I requested above, I would appreciate your discussing this claim with the Commissioner, and advising me with regard to it at your earliest convenience.

Thanking you, in anticipation of your early attention to this matter, I am,

Yours very truly,

DONALD S. McTAVISH.

North Vancouver B.C.

August 1, 1949.

TO WHOM IT MAY CONCERN:

This is to certify that we had under charter Mr.C.Nakamura's boats "Arashio" and "Kurashio" in 1941 from July 1 to February 28. The rate we paid for these boats was $25.00 per day each bare boat. These boats were of course impounded on December 7 or 8 1941 or thereabouts because of the war with Japan and were taken over and handled by the Government.

We might also state that Mr.C.Nakamura's boats "Nootka Sound" and "Smith Sound" were fishing herring for us at that time and were under contract to catch and deliver herring on the basis of $15.00 per ton from October 1 to February 28 1941-42. These boats were also impounded and handled by the Government. One of these "Nootka Sound" we bought from Mr.Nakamura sometime in January or February 1942.

Yours very truly,

NORTH SHORE PACKING CO.LTD.

Per. D.W.Wilson.