

4584



# OFFICE OF THE CUSTODIAN

## JAPANESE SECTION

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

### PERSONAL INFORMATION

NAME: OTSU Genji.

HOME ADDRESS: P.O. Box 426, Steveston, B.C. (17, Broadway Avenue).

REGISTRATION NUMBER 04918. SEX: Male. AGE: 44.

OCCUPATION: Fisherman. & farmer.

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

EMPLOYER: Self.

MARRIED? Yes.

NAME OF WIFE OR HUSBAND: Sawaya.

ADDRESS OF WIFE OR HUSBAND: as above.

NAMES OF ANY LIVING CHILDREN: Makoto (M) Megumi (F) Ai (F) Harumi (F).

ADDRESS OF CHILDREN: as above.

AGE OF CHILDREN: 16, 13, 11, 8.

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

1. LOCATION AND DESCRIPTION: 17, Broadway Avenue, Steveston, B.C. (P.O. Box 426).

Municipality of Richmond, Lot 5, 6 and 7, Block 30 of Section 3 Block 3

North Range 7 West, Map 249, in the District of New Westminster, B.C.

Title Cert. No. 111161 E.

2. BUILDINGS AND OTHER IMPROVEMENTS:

2 Storey Wooden Frame Dwelling House of 7 rooms.

3. INSURANCE (Give particulars; state where policies are) \$2,000.00 Fire Insurance.

Policy No. 459940, Fire Insurance Company of Canada, Vancouver, B.C.

Policy in Safety Deposit Box No. 8 in Royal Bank of Canada, Steveston, B.C.

4. TAXES (Amount and where payable) \$25.00 approx. 1941 Paid.

At Richmond Town Hall, Brighouse, B.C.

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

None.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by Self and family.

Mr. Bolderson of Blundell Road, Steveston, will probably lease the house for the duration of the war, at \$15.00 per month, but agreement has not yet been drawn up.



7. STATE WHEREABOUTS OF TITLE DOCUMENTS In Safety Deposit Box No. 8 at  
Royal Bank of Canada, Steveston, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None.
9. IF FARM LAND STATE CROPS SOWN On 2 lots, Vegetables, Strawberries,  
Raspberries, and Apple, Pear, Plum and Cherry Trees.

**STATEMENT OF REAL PROPERTY OCCUPIED**

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

**STATEMENT OF PERSONAL PROPERTY OWNED:**

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

1 Fishing Vessel, Gray Motor Model 6 - 91, 95 H.P., Build 1938, 31 ft X 7 1/2 ft X 3 1/2 ft.  
Value \$1,500.00. At New Westminster in the custody of the Japanese Fishing Vessel  
Disposal Committee.  
1 Row Boat (Value \$20.00) at the Scottish Canadian Cannery, Steveston, B.C.  
3 Fishing Nets at the Gulf of Georgia Cannery Net House, Steveston, B.C.  
At 17. Broadway Avenue, Steveston, B.C. (P.O. Box 426)  
1 Bicycle \$30. 1 Piano \$290. Radio \$125. (handed over to Mounted Police) 1 Chesterfield  
Suite (3 pieces) \$125. Diningroom Suite, \$100. 4 Double Beds, Springs and Mattresses  
and 1 Single Bed, \$150. Kitchen Stove, and Kitchen Utensils \$250.  
Cultivating Equipment \$20. 1 Heating Stove. 6 Fishing Nets.  
If house is leased, the above listed furniture will be packed into one room, and key  
given to tenant.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

None.



4. INSURANCE CARRIED ON ABOVE PROPERTY: \$1,000.00 Fire Insurance, Policy No. 459940.

Fire Insurance Co. of Canada., Vancouver, B.C. Policy in Safety Deposit Box No. 8  
in Royal Bank of Canada, Steveston, B.C.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF

OTHERS: None.

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

\$1,500.00 lent to the River Fish Co. Ltd., Steveston, B.C. in Sept. 1941.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

\$1,000 4% Sterling Loan.

\$200.00 Victory Bonds maturing in 1951, In Safety Deposit Box No. 8 in Royal

\$200.00 Victory Bonds maturing in 1954, Bank of Canada, Steveston, B.C.

\$5.00 War Savings Certificate.

ditto.

8. BANK ACCOUNTS: \$1,066.67 in Royal Bank of Canada, Steveston.

\$45.00 approx. in Japan and Canada Trust Savings Co. Powell St.

9. LIFE INSURANCE \$2,000.00. Policy No. 814548. \$1,000.00 No. 2264040. (Vancouver.  
Sun Life Assurance Co., Vancouver. Beneficiary, \$1,000. wife Sawaya. \$2,000. Son, Makoto.  
In Safety Deposit Box No. 8 in the Royal Bank of Canada, Steveston, B.C.

10. INTEREST IN ANY ESTATES OR TRUSTS. None.

11. SAFETY DEPOSIT BOX: No. 8 in Royal Bank of Canada, Steveston, B.C.

#### LIABILITIES:

1. PERSONAL DEBTS: None.

2. TRADE DEBTS: None.

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

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

Dated this 21st day of April.

1942

(Signature)

*W. McArthur*

Witness

FOR DEPARTMENTAL USE



INFORMATION FROM R.C.M.P.

DATE June 24 1943

File No. 4584

all Name OTSU Genji  
(Surname in Block Letters)

Registration No. 04910

☒ Male - Female  
(Check)

Age 11.1.1898

Former Address P.O. Box 426, Stevenson, B.C.

Date Evacuated 28/5/42 Naturalized - Canadian-Born - National  
(Check)

Present Address mint City, B.C. - 50 Curtis St.  
Kinross, B.C.

Married - Single  
(Check)

Name of Wife <sup>(nee)</sup> NARAYAMA Sawaya - 404753

Name of Husband -

Name of Mother - Name of Father decd.

Names of Children under 16 Naomichi (M) 31/10/27 Megumi (F) 6/5/29  
Ai (F) 19/2/30 Naomichi (F) 31/1/34

Requested by CCF Registered with Custodian yes  
(Yes or No)

Additional Information Fisherman



September 26, 1946.

REAL PROPERTY SUMMARY

JAPANESE NAME: Genji OTSU, Registration No. 04918, File No. 4584

CATALOGUE NO: 791

PROPERTY ADDRESS: 17 Broadway Street, Steveston, B.C.

LEGAL DESCRIPTION: Lots 5, 6, and 7, Block 30 of Section 3, Block 3 North, Range 7 West, Map 249, Municipality of Richmond in the District of New Westminster.

CLASSIFICATION: Dwelling

ASSESSED VALUE: Land \$ 180.00 Annual Taxes \$ 29.31  
Improvements \$1420.00 Appraisal \$1721.00

TITLE: Registered in the name of Genji OTSU.

ENCUMBRANCES: None registered and no indication of any unregistered. Vesting Order No. 25738 - April 21, 1943.

HISTORY OF  
ADMINISTRATION:

The Custodian's representative reports on May 8, 1942, "Dwelling is a 1½ storey, frame, shingle roof building, with basement and furnace, inside toilet with wash basin and Japanese bath in basement, in very good condition. The grounds which are 33 x 130, have been used as a garden, with vegetables and small fruits and very well cared for."

Before evacuation OTSU entered into a Lease Agreement with Edward Bolderson from June 1, 1942 for the duration of the war with Japan, yielding \$12.00 per month rent, which included water. In this Lease Agreement he included the furniture and fixtures. With the consent of the Custodian, Bolderson vacated these premises on February 28, 1943, and a new tenant by the name of Halliday took possession on March 1, 1943, at the same rental. This tenancy continued until the end of April. On July 4, 1944, it was rented to Art Clements, and this tenancy continued until the sale of the property.

SOLD:

Under an Agreement for Sale to Beatrice Alexandra Leslie, for the sum of \$2,000.00 -- \$1,000.00 cash and the balance payable in quarterly instalments of \$145.00 each, together with interest at 5% per annum. This Agreement was paid in full, and Certificate of Title #1853878-E delivered to the purchaser on February 2, 1945.

The initial payment of \$1,000.00 was credited to OTSU's account on February 28, 1944 and the final payment credited to his account on November 2, 1945. A complete statement of the transaction was forwarded to OTSU on February 20, 1945.

The above Summary is certified to be in accordance with the information on file.

*George Peters*  
George Peters,  
Administration Department



September 27, 1946.

PERSONAL PROPERTY SUMMARY

Re: Genji OTSU  
Registration No. 04918

Chattels:

See Chattel Summary

Specified Articles:

The file reveals OTSU declared a radio in custody of the R.C.M.P. This was sold at auction and the proceeds credited to his account.

Vessels:

The file reveals the vessel "Santa Lucia" was sold through the Japanese Fishing Vessel Disposal Committee and the funds paid direct to OTSU on May 14, 1942. See Vessel Summary.

Bank Account:

\$1,056.67 in the Royal Bank of Canada, Steveston, B.C.  
 \$45.00 in Japan & Canada Trust Savings Company, Powell Street, Vancouver, B. C.

Bonds:

|                                         |                         |
|-----------------------------------------|-------------------------|
| £1,000 4% Sterling Loan                 | ) These are in Safety   |
| \$200.00 Victory Bonds maturing in 1951 | ) Deposit Box No. 8 in  |
| \$200.00 Victory Bonds maturing in 1954 | ) Royal Bank of Canada, |
| \$ 5.00 War Savings Certificate         | ) Steveston, B.C.       |

Life Insurance:

Sun Life Assurance policy No. 814,540 for \$2,000.00  
 Sun Life Assurance policy No. 2,264,040 for \$1,000.00  
 Above in safety deposit box, Royal Bank of Canada, Steveston, B.C.

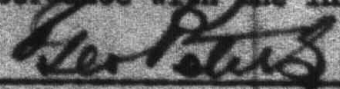
Accounts Receivable:

In his declaration of April 21, 1942, OTSU declared he loaned \$1500.00 to the River Fish Co. Ltd., Steveston, B.C. in September, 1941. This information has been passed on to P.S. Ross & Sons, liquidators of said Company.

|                                                                                |        |
|--------------------------------------------------------------------------------|--------|
| Refund of B.C. Electric Railway Co. Ltd. security deposit dated July 1945..... | \$3.00 |
| Refund of B.C. Electric Railway Co. Ltd. security deposit .....                | \$5.00 |

No property interests other than those mentioned above are found on the file.

The above Summary is certified to be in accordance with the information on file.

  
 George Peters,  
 Administration Department

GP/ic



21 July, 1948

## CLAIMANT

Genji OTSU

Regn No 04918

## CLAIM

The claim as submitted by Otsu is divided into 6 separate lists of chattels to a total valuation (Less) of \$1950.52  
 List #5 is taken from auction sheets provided Claimant previously and part of the claim appears to be a disagreement with prices received. Another part re Kitchen Utensils should be investigated as to the writer it appears that it might be 'padding'.  
 Part #6 of the claim notes a valuation placed by Claimant of \$120. for a Kitchen Stove and does not note the Custodian credit of \$76.00

## REFERENCE

## HISTORY

PP.1

Lease d/26 May 42 between Otsu and Bolderson, inventory included.

PP.2

J.D. Mather inventories chattels and nets 8 May 42. NOTE: This was 20 days prior to Claimant being evacuated.

PP.3

Otsu note to Bolderson d/28 May 42 notes: "...We left some other things that isn't include in the list but you could use them if you want."

This apparently would give Bolderson the right to use anything in the house except those items stipulated in the lease.

PP.4

Sole correspondence on file in re nets left at Gulf of Georgia Cannery is this letter d/29 Sep 42 from the Cdn Fishing Co to the Custodian in which they enclose \$20. for 200 fathoms of cork line.

PP.5

Otsu letter d/29 Mar 43 covers list of nets which he stated to be left in a house at Scottish Canadian Cannery. Nets not previously declared nor found by Custodian representative upon investigation. The Inventory as attached notes that Otsu considered these nets to be under his own care and the key to the premises to be in his own possession.

In regard to nets supposedly left at the Gulf of Georgia Cannery, it is rather strange that Otsu at this time did not include them in his net list. These lists were requested from all Japanese at this time, and it might be that he disposed of these prior to his evacuation --- he had 5 weeks after registering before he was evacuated.

PP.6

Otsu advised 5 Apr 43 by Cstdn re nets left as in PP.5

PP.7

Covers requisition and shipment of bicycle. 25 May 43 and 27 July 43.

PP.8

Otsu letter 29 Sep 1944 requests Cstdn to find chattels which he had not declared and which he had sealed in the walls etc of his home. A note on this letter by the Steveston representative informs the reader that most of the items were gone when search was made. Otsu was informed

PP.9

Cstdn removed chattels to storage for auction 6 & 12 Dec 44

PP.10

Otsu letter 8 Jan 45 could be interpreted as meaning that he left all his chattels in care of his Lessee Bolderson.

PP.11

Cstdn on 29 Jan 45 sends Otsu list of items removed from house. NOTE: Information since from him in re \$92.05 worth of Kitchen utensils. Why didn't he tell us of their existence prior to filing claim when he knew that they hadn't been found?

PP.12

Otsu was informed by the Custodian that personal photographs etc had been removed to a storage room for safekeeping. This Buddhist Temple at Steveston was later ransacked and it is impossible to tell at this date ~~the various photographs etc belong~~ to whom the various photographs etc belong.

JC/..



Re: Genji OTSU  
Registration No. 04918

In his declaration of April 21, 1942, OTSU declared furniture, fishing nets and equipment to be left in the protected area.

On March 29, 1943, a letter was received from OTSU with an inventory of fishing nets attached, which he claims were in #5 House in the Scottish Canadian Cannery. The file reveals the Custodian wrote to OTSU on April 5, 1943, that when our agents went to the Scottish Canadian Cannery House to take an inventory, it was found this had been broken into and pilfered, OTSU's goods being among those pilfered. The only item found, identified and sold, was some cork line sold in the amount of \$20.00. The letter also goes on further to state that all fishermen were advised to take their nets and gear to the Cannery for safekeeping, on evacuation, and the Custodian could do nothing further in this matter. Mr. Otsu protested in his letter of April 19, 1943,

"I have not been expecting to receive the information of this sort, and would like to see the matter settled when all the present restrictions of movements imposed upon me will be lifted."

With reference to his furniture, after making his declaration and before evacuation, he entered into a Lease Agreement for his property with one E. Bolderson, in which he included the furniture which Bolderson could use, and furniture stored in an upstairs room. A copy of this inventory was not supplied to this office until requested from Bolderson. In a letter received from OTSU on September 9, 1944, he informs the Custodian there are some of his goods which were placed in a concealed attic, giving instructions how to locate them. On investigation by the Custodian's agent, a report was received that someone must have entered this attic before they had arrived, as only a few items were found.

When Bolderson vacated the property, the new tenant, G.H. Halliday, signed for all the chattels except 8 plants in pots which do not appear on his inventory. We do not know what happened to these plants.

When Halliday vacated, the premises remained vacant for a short period of time and Clements, the new tenant took possession and it appears he was not requested to sign an inventory. On the sale of the property, when these goods were removed by the Custodian's agent on December 6 and 12th, 1944, the following items were not removed.

- 1 Japanese doll in case
- 1 flat-edged shovel
- 1 desk
- 1 bicycle

These items were never recovered. Other items were left, see schedule, as being no good. Additional goods were removed which do not appear on the inventory signed for by the tenant. These were auctioned and credited to OTSU's account, see schedule.

One carton and 1/2 kori were found in the Custodian's storage at Steveston (see summary dated September 26, 1946). Photographs, ledgers and records of a personal nature were removed to the Buddhist Temple for storage, for shipment to OTSU at a later date.

(over)



September 27, 1946.

CHATTEL SCHEDULE

Re: Genji OTSU  
Registration No. 04918

JAPANESE DECLARATION APRIL 21, 1942

3 fishing nets  
1 bicycle  
1 radio  
1 piano  
1 Chesterfield suite (three pieces)  
Dining-room suite  
4 double beds, springs and mattresses  
1 single bed  
Kitchen stove  
Kitchen utensils  
Cultivating equipment  
1 heating stove  
6 fishing nets

DECLARED IN A LETTER DATED SEPTEMBER 29, 1944, FOLLOWING TO BE IN CONCEALED ATTIC

1 box chinaware  
7 doz. empty bottles for preserving  
1 large food chopper  
1 baby bed  
1 electric stove  
1 set engine tools  
3 marine engine propellers  
About 10 lbs. net twine  
1 anchor  
About 10 boxes Japanese festival dolls  
1 box flower vases  
1 box cushions  
1 basket cloth material  
1 set in 3 volumes picture books  
3 sets books in Japanese language  
Miscellaneous articles



September 27, 1946

INVENTORY OF GOODS LEFT IN HOUSE IN CARE OF TENANT, SIGNED BY E.H. BOLDERSON, TENANT, AND OTSU, ATTACHED TO LEASE.

Things stored in upstairs room:-

1 Dining table . . . . . Auctioned  
 5 Desks. . . . . 4 Auctioned, 1 Missing  
 1 Small cabinet. . . . . Auctioned  
 1 Bookcase . . . . . Auctioned  
 1 Dresser. . . . . Auctioned  
 1 Lamp stand . . . . . Auctioned  
 2 pieces chesterfield. . . . . Auctioned  
 1 Sewing machine . . . . . Auctioned  
 2 bicycles . . . . . 1 Shipped, 1 Missing  
 1 Baby high chair. . . . . Missing  
 1 Double bed with spring & mattress. . . Left, no good  
 1 Dresser. . . . . Auctioned

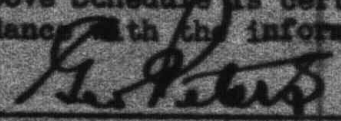
Things that are rented - Mr. Bolderson

1 Coat hanger. . . . . Auctioned  
 1 Large chesterfield . . . . . Auctioned  
 1 Piano with cover . . . . . Auctioned  
 1 Japanese doll (in glass case). . . . Missing  
 8 Plants in pots . . . . . Missing  
 1 Small table for flowers. . . . . Auctioned  
 1 Small table. . . . . Auctioned  
 2 pcs. linoleum for 2 front rooms. . . Left, no good  
 1 pc. linoleum for kitchen . . . . Left, no good  
 1 Dish cabinet . . . . . Auctioned  
 1 Table lamp . . . . . Missing  
 Set of curtains for 1 front room . . . Missing  
 2 Baby chairs. . . . . Auctioned  
 1 Kitchen table. . . . . Auctioned  
 1 Kitchen stove. . . . . Auctioned  
 1 Lawn mower . . . . . Auctioned  
 1 Flat edge shovel . . . . . Missing  
 Single bed with spring and mattress. . . Auctioned  
 Electric washing machine . . . . . Auctioned

GOODS REMOVED FROM HOUSE OTHER THAN THOSE SIGNED FOR BY TENANT E.H. BOLDERSON

1 kitchen chair. . . . . Auctioned  
 1 chest drawers. . . . . Auctioned  
 1 radio. . . . . Auctioned  
 5 chairs (sold with D.R. table). . . . Auctioned  
 Misc. dishes . . . . . Auctioned  
 Crib . . . . . Auctioned  
 3 box festival goods . . . . . Auctioned  
 Books of knowledge . . . . . Auctioned  
 suit case. . . . . Auctioned  
 toys and suitcase. . . . . Auctioned  
 2 prs. hairclippers. . . . . Auctioned

The above Schedule is certified to be in  
 accordance with the information on file.

  
 George Peters,  
 Administration Department



NAME OTSU, Sami

REGISTRATION NO. 01918

FILE NO. 1501

The following chattels were sold by public  
auction at Stevenson, B. C. on November 14, 1945.

3 boxes Festival goods

\$ 1.50

Total

Less Expenses: (Auctioneer's Fee \$ .15  
(Advertising .05  
(Moving .06

\$ 1.50

\$ .36

Net Proceeds Credited:

\$ 1.24

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Stevenson 42

Remarks.



NAME OTSU, Genl

REGISTRATION NO. 04928

FILE NO. 4584

The following chattels were sold by public  
auction at Stevenson, N. C. on April 6, 1945.

Kitchen range

\$ 76.00

Total  
Less Expenses: (Auctioneer's Fee: \$ 7.60  
(Advertising: 3.34  
(Moving: 6.41

Net Proceeds Credited:

\$ 76.00

\$ 17.35

\$ 58.65

Members of Custodian Staff Present.

Mr. Harris

Extracted from Auctioneering List No.

Stevenson 32.

Remarks.



NAME OTSU, Genji

REGISTRATION NO. 04918

FILE NO. 4584

The following chattels were sold by public  
auction at Steveston, B. C. on February 2, 1945.

Piano and bench

\$ 185.00

Total (Auctioneer's Fee \$ 18.50  
Less Expenses: (Advertising 6.04  
(Moving 15.18

Net Proceeds Credited:

\$ 185.00

\$ 39.72

\$ 145.28

Members of Custodian Staff Present.  
Extracted from Auctioneering List No.  
Remarks.

Mr. Harris  
Steveston 28.

*Original sent  
4/2/45*



NAME OTSU, GenjiREGISTRATION NO. 64916FILE NO. 4384

The following chattels were sold by public

auction at Stevenson, B. G. on January 10, 1945.

|                                     |          |
|-------------------------------------|----------|
| ✓ Books of Knowledge                | \$ 10.00 |
| ✓ 2 Pcs. of Hair clippers           | 2.50     |
| ✓ Suit case                         | 1.50     |
| ✓ Sundries                          | 1.50     |
| ✓ Bowls (china)                     | 1.00     |
| ✓ Plates                            | 2.00     |
| ✓ China                             | 1.10     |
| ✓ China                             | 1.45     |
| ✓ Flower bowl                       | 2.25     |
| ✓ Sundries (china)                  | 0.85     |
| ✓ Chinaware                         | 0.80     |
| ✓ Toys and suitcase                 | 3.55     |
| ✓ Lamp stand                        | 1.00     |
| ✓ Book case                         | 3.50     |
| ✓ Desk                              | 2.00     |
| ✓ Desk                              | 1.50     |
| ✓ Kitchen cupboard                  | 8.75     |
| ✓ 3 Pcs. Chesterfield set           | 96.00    |
| ✓ Hall tree                         | 1.00     |
| ✓ Dining table and 5 chairs         | 3.50     |
| ✓ Desk                              | 2.00     |
| ✓ Flower stand                      | 0.75     |
| ✓ Small table                       | 3.25     |
| ✓ Beatty Electric Washer            | 55.00    |
| ✓ Lawn mower                        | 6.00     |
| ✓ 2 Kiddies chair and kitchen chair | 1.00     |
| ✓ Baby Bed                          | 1.50     |
| ✓ Bed and spring                    | 12.50    |
| Total                               |          |

Carried Forward

\$ 229.75

~~Less: Expenses~~~~Less: Successor's Expenses~~~~Master of Cantonian Hotel Present~~~~Master of Cantonian Hotel Present~~~~Master of Cantonian Hotel Present~~~~Master of Cantonian Hotel Present~~Original and  
filed 1/19/45



NAME OTM, Smith

REGISTRATION NO. 04938

FILE NO. 4981

The following chattels were sold by public  
auction at Steveston, B. C. on January 19, 1945.

|                         | Brought Forward |          |
|-------------------------|-----------------|----------|
| - Chest of drawers      |                 | \$229.75 |
| - Table                 |                 | 0.50     |
| - Singer Sewing machine |                 | 3.75     |
| - Dresser and mirror    |                 | 60.00    |
| - Desk                  |                 | 6.25     |
|                         |                 | 2.00     |

Total

\$ 902.25

Less Expenses: (Auctioneer's Fee: \$30.23  
(Advertising: 18.59  
(Moving: 53.35)

\$ 102.17

Net Proceeds Credited:

\$ 200.08

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Steveston 27

Remarks.



NAME OTHEL, Dan

REGISTRATION NO. 04918

FILE NO. 4384

The following chattels were sold by public  
auction at 992 Powell, Vancouver, B.C. on June 14, 1944.

Stromberg Carlson Electric *Radio*

\$ 45.00

Total

Less Expenses:

(Auctioneer's Fee: \$4.50  
Advertising: 1.06  
Moving: 0.51  
Storage: 1.00

Net Proceeds Credited:

\$ 45.00

\$ 7.07

\$ 37.93

Members of Custodian Staff Present.

Mr. Willis

Extracted from Auctioneering List No. Vancouver 24

Remarks.



8

MEMORANDUM

File No. 4584

October 31st, 1944

To: The File

From: Mr. R.B. Mackenzie

Re: OTSU, Genji  
CHATELS

Further to memo of Jan 31/44.

About July 4th Mrs. A.M. Clement became the tenant of 17 Broadway Street.

On Sept. 29th the above sent us a list of effects concealed in the attic of his house and not previously registered.

On Oct. 5th, we wrote Mr. Harris to open up the attic at the place mentioned in the letter above referred to, and bring everything found there to our auction room.

As this property has now been sold we have instructed Mr. Harris to bring all the effects to our auction room and have sent him a copy of the inventory signed by Halliday.

R.B.M.

REM:LM

EXHIBIT NO. 947-15  
DATE Sept. 25/46  
FILED BY Crown



File No. 4584

January 31st. 1944.

MEMORANDUM

TO: File

FROM: Mr. R. B. Mackenzie

Re: Genii OTSU. Reg. No. 04918

This file is in order as to chattels as these were left in the house at 17 Broadway, Steveston, B. C., owned by the above and leased by Mr. E. H. Bolderson.

The lease included the furniture and fixtures, some of which he is using and the balance is stored in the upstairs room, and acknowledged on July 9th 1942.

Mr. E. H. Bolderson vacated the property on March 1st 1943 and the new tenant, Mr. G. H. Halliday, acknowledged caring for the chattels on March 3rd 1943.

RBH/HMS

*R. B. M.*



September 26, 1946.

Re: Genji OTSU  
Registration No. 04918

All trunks and personal belongings in storage at Steveston were opened and inspected in October, 1945. Goods of no value were discarded; clothing of no saleable value were turned over to U.N.R.R.A.; saleable articles were auctioned and any personal photographs or goods of a personal nature are stored ready for shipment at the request of the Japanese.

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Genji OTSU  
Lot No. 191

Description: 1 carton opened

Discarded: 1 crib pad  
child's parasol  
2 old pillows  
1 table cover  
1 shirt  
school scribbliers  
Japanese books & papers  
school paints & old drugs

Personal: 1 wood box of personal books.

Description: 1 Kori - opened

Auction: 1 fringed table cover  
curtains  
Japanese toy  
box of toys

U.N.R.R.A. 3 old hats  
bundle of old neckties  
1 child's kimono  
2 shirts  
1 child's jersey  
2 child's dresses

Discarded: broken badminton racket  
numerous rags  
2 broken toys  
broken picture frames

Personal: 1 small suitcase  
photographs  
1 box of ledgers, cash books,  
and cheques.

*L. L. L.*



File No. 4554

May 8th, 1944

MEMORANDUM  
RE CLAIMS

Re: Gen'l OTSU - #04916

CREDITORS:

There are no claims on file against the above party as at this date.

DEBTORS:

River Fish Co.  
(lent in Sept. 1941 - see  
J.P. form)

\$1,500.00

GDM/GH







SUMMARY TAKEN FROM VESSELS RECORDS

Date: Jan. 21, 1944

Name: Genji OTSU

Reg. No. 04918 File: 4584

Boat File No.: JFVDC 579

Name of Vessel: "Santa Lucia" 30' x 7'2"x3'(1934) Grey Motor 91 HP

Lic. or Reg. No.: New Westminster 2324

Naval No.: NW.080-E

Owner's Valuation: \$1,850.00

JFVDC Valuation: No appraisal

Custodian Valuation: No appraisal

Date of Sale: May 13, 1944

Purchaser: Nelson Bros. Fisheries Ltd.

Signature on Sales Papers: No copy

Selling Price: \$1,300.00

Paid to JFVDC ~~on distribution~~: \$1,300.00

Supervision Costs: \$18.00

Balance due Owner: \$1,282.00

Paid to: Genji OTSU on May 14, 1944 ✓

Location of Boat at Sale: New Westminster

Claims Against Canadian Govt.:

Inventory Claim #151 - Nelson Bros. Fisheries \$31.95 (Paid)

Additional Information:

*JFM*



MEMORANDUM

July 29, 1943

To: File 4584

From: Specified Articles Department

Re: OTSU, Gen11 - Reg. 04918

| <u>ARTICLE</u> | <u>DESCRIPTION</u>            | <u>APPRAISED VALUE</u> |
|----------------|-------------------------------|------------------------|
| RADIO          | ✓ Stromberg Carlson<br>#62287 | \$30.00                |

✓ - See by auction 11/6/44 - Vascowick

LF



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Genji Otsu

File No. 4584

*Min Co City B.C.*

Reg. No. 04918

Company Sun Life

Agency Vancouver Agency

Policy No. 2264040

Premium - \$ 45.90

Payable: ☒ Annually, ☐ Semi-annually or ☐ monthly

Month November Day 1

REMARKS:

*Letter sent 13/7/42*



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Genji Otsu

File No. 4534

*Union City B.C.*

Reg. No. 00918

Company Sun Life

Agency Vancouver Agency

Policy No. 814540

Premium - \$ 89.10

Payable: ☒ Annually, ☐ Semi-annually or ☐ monthly

Month November Day 1

REMARKS:

*Letter sent 13/7/43*



File 4584

Registration Number 04918

OTSU, Genji

P. O. Box 426, Steveston, B. C. (17 Broadway Avenue)

LOCATION AND NATURE OF PROPERTY

Description of property in Form "JP"  
is correct.

OWNERSHIP

The Title is in the name of the above Genji  
Otsu.

LAND AND BUILDINGS

Dwelling is a 1 1/2 storey, frame, shingle roof  
building, with basement and furnace, inside toilet with  
wash basin and Japanese bath in basement, in very good  
condition. The grounds which are 33 x 130, have been  
used as a garden, with vegetables and small fruits and very  
well cared for.

TAXES

Taxes paid to December 31, 1941.

INSURANCE

Policy #459940, Fire Insurance Co. of Canada  
for \$2000.

FINANCIAL POSITION

Claims to have no liabilities. Inventory  
attached hereto, of personal effects and nets, all of  
which are stored in one room at the above house,  
17 Broadway Street, Steveston.

REMARKS

Otsu informs me that he is arranging to lease  
the house to a Mr. Bolderston of Blundell Road, Steveston,  
for \$15 a month, with the arrangement that the furniture  
will be stored in the house. The Lease, if the arrangement  
goes through, will be drawn by Mr. T. C. King of Steveston..

RECOMMENDATION

I would recommend that the Nets herein be sold.  
I might say, however, that the values given by Otsu, are  
considered excessive. I would further recommend, that  
on evacuation, the effects be moved to central storage  
and that the property be placed in the hands of Mr. T. C. King  
for management.

May 8, 1942.

A. Marker



# This Indenture

Made in duplicate the Twenty-sixth day of May in the year of Our Lord one thousand nine hundred and forty-two.

## IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

GENJI OTSU, of the Townsite of Steveston, in the Province of British Columbia, Fisherman.

Insert full  
Names,  
Addresses  
and  
Occupations  
of parties.

hereinafter called the "Lessor" of the First Part:

And

EDWARD BOLDESON, of the Municipality of Richmond, in the Province of British Columbia, Lineman.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond in the Province of British Columbia, and more particularly known and described as:

Lots Five (5) Six (6) and Seven (7) BLOCK THIRTY (30) of Section Three (3) Block Three (3) North Range Seven (7) West Map 249 in the District of New Westminster, B.C.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, together with furniture and fixtures according to Inventory attached and which is made part of this agreement.

EXHIBIT No.

DATE

FILLED BY

947-14

Sept. 24/48

Simon



From the **First** day of **June** one thousand nine hundred and forty-two. for the term of the duration of the war with Japan ~~thereon~~ <sup>terminating</sup>.

Yielding during the said term therefor the rent of-----Twelve (\$12.00)----- Dollars, per month-----  
of lawful money of Canada, payable on the following days and times that is to say:

The sum of Twelve Dollars (\$12.00) on the delivery of this agreement, the receipt of which is hereby acknowledged, and the further sum of Twelve Dollars (\$12.00) on the First day of July in the year 1942, and the further sums of Twelve Dollars (\$12.00) on the First day of each and every month during the term of this agreement.

the first payment to be made on the . . . day of . . . , 194

That the said Lessee covenants with the said Lessor to pay rent ~~and to pay for water, gas and telephone.~~  
~~for water, electric light, gas and telephone.~~

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Proviso for re-entry on seizure or forfeiture of the said term.

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

Proviso for re-entry on the usual notice of 30 days being given to the Lessee by the Lessor on the return of the Lessor to Steveston.



And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered  
IN THE PRESENCE OF

Signature of Witness *Thomas C. King*  
Street Address 78 Georgia Street,  
City or Town Steveston, B.C.  
Occupation A Commissioner Etc.

*Henry C. King*

*E. H. Bolderson*



OTSU, Genji.  
17th Broadway St.  
Stevenson, B. C.

THINGS STORED IN UPSTAIR ROOM

- 1 Dining Table
- 5 Desks
- 1 Small Cabinet
- 1 Book case
- 1 Dresser
- 1 Lamp Stand
- 2 pieces Chesterfield
- 1 Sewing Machine
- 2 Bicycles
- 1 Baby High chair
- 1 Double Bed with spring and Mattress.
- 1 Dresser

Signature.....*E. H. Bolderson*.....



*List #6*

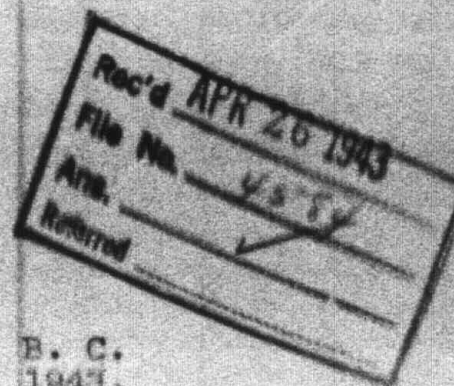
OTSU, Genji.  
17th Broadway St.  
Steveston, B. C.

THINGS THAT ARE RENTED Mr. Bolderson.

|                                         |     |
|-----------------------------------------|-----|
| 1 Coat Hanger                           |     |
| 1 Large Chesterfield.                   |     |
| 1 Piano with Cover                      |     |
| 1 Japanese Doll (in glass case)         |     |
| 8 Plants in Pots.                       |     |
| 1 Small Table                           |     |
| 1 Small Table for Flowers.              |     |
| 2 Pieces of Linoleum for 2 front room X | 30- |
| 1 piece Linoleum for Kitchen X          | 60- |
| 1 Dish Cabinet                          |     |
| 1 Table Lamp                            |     |
| Set of Curtains for 1 front room X      | 10- |
| 2 Babynchairs                           |     |
| 1 Kitchen table                         | 120 |
| 1 Kitchen stove X                       | 220 |
| 1 Lawn Mower                            |     |
| 1 Flat edge shovel.                     |     |
| 1 Single Bed with Spring and Mattress   |     |
| 1 Electric Washing Machine.             |     |

Signature... *E. H. Bolderson...*





Minto City, B. C.  
April 19th, 1943.

Mr. R. Heaton,  
Specified Articles Dpt.,  
Office of Custodian,  
506 Royal Bank Building,  
VANCOUVER, B. C.

Dear Sir:

Your File No. 4584

Thank you kindly for your letter of April 5 informing me regarding my properties which were kept in the Scottish Canadian Cannery House #5 had been broken into and stolen away and you can do nothing further in this regard.

I have not been expecting to receive the information of this sort and would like to see the matter settled when all the present restrictions of movements imposed upon me will be lifted.

I am,

Yours very truly,

*Genji Otsu*  
.....  
Genji Otsu, #04918

GO/SF/HT



File No. 4544

April 28, 1943.

MEMORANDUM

TO: Mr. P. H. Russell

FROM: Miss Seaton

Re: Genl OTCU, #04918

Referring to your memo of the 21st inst., the following fishing gear was left in the Scottish Canadian Cannery House #5 according to the above's letter of March 29th:-

|                                                  |          |
|--------------------------------------------------|----------|
| 5 1/2 x 4 1/2 x 60 - 150                         | \$125.00 |
| 9 x 9 1/2 x 35 - 75                              | 70.00    |
| 7 1/2 x 6 1/2 x 60 - 100                         | 80.00    |
| 300 - 7" Gill net floats                         | 48.00    |
| 700 - 6" " " "                                   | 35.00    |
| Gill net with 350 6" corks<br>and line - 160 fa. | 30.00    |
| 4 - 150 fa. lead lines                           | 60.00    |

The only item found when Mr. C. C. Robinson took inventory was a 200 fa. cork line, Custodian No. 264 of which the above was notified April 5th.

M. Seaton



EVACUATION SECTION  
Rec'd JUN 1 1943  
File No. 4584  
C-165-A

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Box 29,

Date May 25th, 1943

Minto Mine, B. C.

To: The Secretary of State, acting in his  
capacity as Custodian, Vancouver, B.C.

I, GENJI OTSU, Police Registration No. 04918

hereby request you to release to me the under-noted property

stored at 17th Broadway Street, Steveston, B. C.

in possession of Mr. E. Bolderson

and I release you from any claim whatsoever with respect to  
such property.

Description of Property:

Old Black Sterling Bicycle Size 28" (Japan Made)

with rusted handle bars

Original Address 17th Broadway St. Steveston, B. C.

Date Evacuated to Vancouver May 28th 1942

Date Evacuated to Present Address May 29th 1942

Number in Family - 12 years and over Five

Number in Family - 5 to 11 years old One

Number in Family - under 5

TOTAL NUMBER IN FAMILY Six

I agree to pay all charges as required by the British Columbia  
Security Commission.

APPROVED:  
BRITISH COLUMBIA SECURITY COMMISSION

Per:

Genji Otsu  
Claimant Signs Here



## EVACUATION SECTION

Rec'd NOV 20 1943

File No.

Ans.

Referred

File # 4584

Box 29,  
Minto Mine, B. C.  
November 17th 1943.

S. M. Gibson, Esq.,  
Insurance Department  
Office of Custodian  
506 Royal Bank Building  
Vancouver, B. C.

Dear Sir:

Regarding to the inquiry of the Form letter  
# 118, I would like you to pay from the funds  
credited to me the total of \$120.88 to the  
Sun Like Assurance Company the following premiums  
I enclosed herewith:

Both Due Nov. 1 1943.

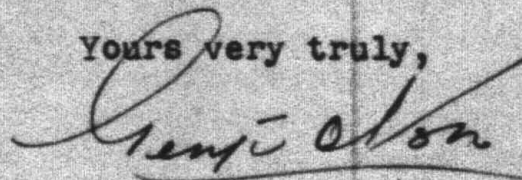
| Policy No. | Premium | Amount payable |
|------------|---------|----------------|
| 2264040    | \$45.90 | \$39.16        |
| 814540     | \$89.10 | \$81.72        |

120.88

I think I have the sufficient funds credited  
to me to pay the above, if you have paid them fully  
to the said Assurance Co. Please let me know.

I remain,

Yours very truly,



Genji Otsu.  
Reg. # 04918.

No claims

C. Bal.

\$134.08

27-11-43

all available



File No. 4584

MEMORANDUM

To: Mr. G. M. Harris

January 8, 1944

From: Mr. G. D. Wilson

(Genj1 OTSU)  
Re: Catalogue No. 791  
17 Broadway St., Steveston.

On October 5, 1944 Mr. Mackenzie forwarded you a letter received from G. OTSU in regard to articles which were hidden in the attic of the above premises. We understand that you took away what goods were found but would appreciate your advising us how this checked off with the list sent you of the articles which were supposed to be there.

On March 3, 1943 Mr. Haliday signed for a long list of chattels, copy of which should be on your file. Will you kindly check and see if these were all obtained.

GDM/GH

*Haliday h 3  
Can find them*



COULTHARD, SUTHERLAND & CO. LTD.  
Estate and Insurance Agents  
Car Financing

947-4  
FILED BY Sept. 24/48  
Claimant

609 Columbia Street,  
New Westminster, B. C.

April 17, 1944.

4

Catalogue #791.  
File: 4584.

Office of the Custodian,  
Royal Bank Building,  
VANCOUVER, B. C.

APPRAISAL

RE: Lots 5, 6 & 7, Block 30, Section 3, B.M./7W.  
Map 249, Steveston Townsite.

Dear Sir:

This property is located at #17 Broadway and consists of a seven roomed modern house, 36' x 24'. It is heated by a furnace and the plumbing consists of a toilet and wash basin. The house is served by City water and electricity. The interior is finished with "V" joint which has been varnished and in some rooms papered over the boards. The floors are good.

There is a good full basement with a plank floor and a cement wall foundation. The basement contains a recreation room. The exterior is finished with shingles, well painted and the roof is in good condition.

The house is located on three lots (33' x 120') with an exceptionally nice garden, ornamental trees and shrubs and some bearing fruit trees. It is in an excellent district and the surroundings are good with the one drawback being the fact that the street is not gravelled for vehicular use. This is an altogether attractive home in possible the best block in Steveston.

VALUATION:

|             |                  |
|-------------|------------------|
| House.....  | \$1446.00        |
| Lot 5.....  | 75.00            |
| Lot 6 ..... | 100.00           |
| Lot 7.....  | 100.00           |
|             | <u>\$1721.00</u> |

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.

"F. H. Coulthard"

F. H. Coulthard.

I hereby certify the foregoing words to be a true copy of  
the original whereof they purport to be a copy.  
Jan. 14/49 *F. H. Coulthard*



THIS AGREEMENT made this                      day of                      A.D., 1944

BEFORE

THE HONOURABLE THE SECRETARY OF STATE OF CANADA,  
acting in his capacity as Custodian under the  
Revised Regulations Respecting Trading With The  
Enemy (1943),

Hereinafter referred to as the  
CUSTODIAN OF THE FIRST PART

AND

*British Subject  
114 Montserrat  
Stevenson B.C.*

BEATRICE ALEXANDRA LESLIE, Wife of Stanley Leslie,  
of Steveston, in the Province of British Columbia,

Hereinafter referred to as the  
PURCHASER OF THE SECOND PART

WHEREAS the Custodian under and by virtue of Order-in-Council  
No. P.C. 1665 of 1942 and amendments thereto including P.C. 2483 of  
1942 and No. 469 of 1943 and of the applicable provisions of the Revised  
Regulations Respecting Trading With The Enemy (1943) has been vested  
with all the right, title and interest formerly held by GENJI OTSU,  
a person of the Japanese race, in the property hereinafter described;

AND WHEREAS the Custodian has agreed to sell the Purchaser and  
the Purchaser has agreed to purchase the property hereinafter described  
subject to the terms and conditions hereinafter contained;

WITNESSETH that in consideration of the premises and of the  
mutual stipulations the parties hereto do mutually agree as follows:

1. The Custodian agrees to sell to the Purchaser and the Purchaser  
agrees to purchase from the Custodian the lands and hereditaments herein-  
after mentioned, that is to say:- ALL AND SINGULAR that certain parcel  
or tract of land and premises situate, lying and being in the Municipality  
of Richmond in the District of New Westminster, in the Province of British  
Columbia, more particularly known and described as Lots Five (5) Six (6)  
and Seven (7) Block Thirty (30) of Section Three (3) Block Three (3) North,  
Range Seven (7) West, Map Two Hundred and Forty-nine (249) TOGETHER with  
all the privileges and appurtenances thereto belonging at or for the  
price of Two Thousand (\$2,000.00) Dollars, payable in the manner and on  
the days and times hereinafter mentioned, that is to say:-



The sum of One Thousand (\$1,000.00) Dollars on the execution and delivery of this agreement (receipt whereof is hereby acknowledged) which sum so paid down is paid as a deposit on the said lands.

The balance payable in quarterly instalments of One Hundred and Twenty-five (\$125.00) Dollars each, together with interest at five per cent (5%) on the Fourteenth days of December, 1944, and March, June, September and December in the year 1945, and March, June and September in the year 1946. The first of such payments to be made on the Fourteenth day of December, 1944.

2. The Purchaser covenants with the Custodian:-

(a) To pay and cause to be paid to the Custodian the said purchase price at the time and in the manner above mentioned.

(b) To pay and discharge all taxes, rates, special rates and all other assessments wherever the said land may be rated or charged from the Fourteenth day of September, 1944.

(c) To forthwith insure, and during the continuance of this Agreement keep insured, against loss and damage by fire and tempest each and every building now or hereafter erected on the said lands in their full insurable value in some insurance company to be approved of by the Custodian, and will not do or suffer anything to be done whereby the policy or policies of insurance may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due and will assign and deliver over unto the said Custodian the policy or policies of insurance and the receipt or receipts thereto appertaining, and that if the Purchaser shall neglect to keep the said buildings or any of them insured as aforesaid, or pay the said premiums or deliver such receipts, then it shall be lawful for the said Custodian to insure said buildings in the manner aforesaid and all moneys so expended together with all costs and expenses incurred in connection therewith as between solicitor and client shall be deemed to be secured hereby and charged upon the said lands and shall, with interest at the rate aforesaid calculated from the time or times of advancing the same, be repaid by the Purchaser to the Custodian on demand. Evidence of the renewal of such insurance shall be produced to the Custodian at least three days before the insurance then existing shall expire, otherwise the Custodian may insure as above provided.



AND that all moneys received by virtue of any policy or policies may, at the option of the Custodian, either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said premises, or in or toward payment of the last instalment of principal falling due under and by virtue of these presents, and in case of a surplus in or toward payment of the instalment next preceding in point of time of payment and so on until the whole of the principal hereunder shall be paid, and in case of a surplus then in or toward payment of the interest.

AND that forthwith on the happening of any loss or damage by fire or tempest the Purchaser will at his own expense furnish all the necessary proofs and do all necessary acts to enable the Custodian to obtain payment of the insurance moneys.

3. Upon payment of the balance of the purchase monies the Custodian hereby agrees to convey and assure, or cause to be conveyed and assured to the Purchaser by good and sufficient deed in fee simple the said parcels of land above described with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ENCUMBRANCE but in a form omitting any covenant by the Custodian, and subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant from the Crown.

4. The Parties do mutually agree:-

To do all things reasonably necessary to permit the completion of the purchase within a reasonable time, and the term "completion of purchase" shall be deemed the delivery of a registerable conveyance in the form herein provided.

5. In the event of the Custodian being unable to produce a good title to the said lands at or before the time for completion of the purchase the Purchaser shall have the option (to be declared in writing addressed to the Custodian, Royal Bank Building, 675 West Hastings Street, Vancouver, B. C.) of rescinding this Agreement but prior to the completion of the purchase the Custodian shall not be liable other than for the return of the purchase monies actually received by him. Upon completion of the purchase the liability of the Custodian under any warranty shall cease.



IN WITNESS WHEREOF the said Party of the First Part acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) has executed these presents by his Assistant Deputy and the Party of the Second Part has hereunto set her hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED )

in the presence of:

Assistant Deputy Custodian

SIGNED, SEALED AND DELIVERED )

in the presence of:

*Geo. Peters.*  
*675 Hastings St. E.*  
*Vancouver*  
*B.C.*

As to BEATRICE ALEXANDRA LESLIE

*Beatrice Alexandra Leslie*







No. ....

F. 112

# Royal Canadian Mounted Police

\$ 04918

March 10<sup>th</sup> 1942

Received from

Mr. Geaji Otsu

P.O. Box 426 Steveston B.C.

1- Radio Starnberg Carlson

Serial No - 62287

Dollars,

100

Signature

J. V. McInnes  
Ry No. 13647



# ROYAL CANADIAN MOUNTED POLICE

Form 204

No. 209.

## EXHIBIT REPORT

HEADQUARTERS File No.

SUB-DIV'N and File No. Vancouver.

DIVISION and File No.  
(Jap Reg. No. 01918)

DETACHMENT and File No. C.I.B.

DATE May 27th, 1944.

Re: Genji OTSU, P.O. Box 426 Steveston, B.C.  
(Name of File)

On March 10th, 1942, I D.H. McLaren, Cat.  
(Date) (Member's Name)

Came into possession of the following described goods by

Handed over by owner.

(State Authority from whom seized and place of seizure)

| No. OF EXHIBIT | No. OF PACKAGES | CAPACITY OR SIZE | DESCRIPTION OF EXHIBITS                              |
|----------------|-----------------|------------------|------------------------------------------------------|
|                | 1               |                  | Stromberg Carlson Radio, Ser. No. 62247.<br><br>4587 |

REMARKS: Handed over to the Custodian of Alien Property.

(State briefly disposition)

DATE May 27th, 1944.

*Ed S. Dixon* for Custodian.  
(Signature of Recipient or Witness)

*F.H. Jefferson*  
F.H. Jefferson, Reg. #10559, Cat.  
(Signature of Member)



*No trace of items  
All good items gone*

8

Office of Custodian,  
506 Royal Bank Building,  
VANCOUVER, B. C.

Minto City, B. C.  
September 29, 1944

EVACUATION SECTION  
Rec'd OCT 3 1944  
File No. 4584  
Ans.  
Referred *Mr. Kelly*  
*Out to Chamber*

Dear Sirs:

In confusion of evacuation in May 1942,  
I have failed to report to you regarding my following  
chattels stored in the attic of my residential building  
at #17 Broadway, Steveston, B. C., which is now leased  
to Mr. Borderson.

If you will be kind enough to examine the  
front bedroom of the south side of upstairs, you will  
notice the difference in colour about in the centre in  
the boarded wall on the south side. If you will open  
that part of the wall there will be an opening leading  
to the attic, where the following articles are stored:

- 1 Box Chinaware
- 7 Dozen Empty bottles for preserving
- 1 Large Food chopper
- 1 Baby bed

Again, if you will notice the difference  
of colour on the boarded wall on the east side of the  
same room and if you will open that portion of the wall  
you will find opening leading to the attic where you  
will find the following articles:

- 1 Electric stove
- 1 Set Engine tools
- 3 Marine Engine propellers
- about* 10 lbs. of Net twine
- 1 Anchor

Also if you will notice the difference  
in colour on the boarded wall on the south side of hall  
in the upstairs and if you will open that portion of the  
wall you will find the opening leading to the attic  
where you will find the following articles:

- About 10 boxes of Japanese Festival dolls
- 1 Box flower vases
- 1 Box Cushion
- 1 Basket Cloth material
- 1 Set in 3 volumes Picture Books

EXHIBIT NO. 947-17  
DATE Sept. 24/45  
FILED BY Crown.



Page 2 8

3 Sets of books in Japanese language  
Miscellaneous Articles.

Please be kind enough to check up regarding  
above and accept for the registration.

Thanking you for the trouble, I am,

Yours very truly,

*Genji Otsu*

.....  
Genji Otsu, #04918

GO:SF:HT



Catalogue No. 791  
File No. 4584  
17 Broadway Street, Steveston  
5-7/30/3/BSM/KTH/249

December 28, 1944.

BEATRICE ALEXANDRA LEELE  
(purchaser)

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at September 14, 1944)

|                                                 | DEBIT             | CREDIT            |
|-------------------------------------------------|-------------------|-------------------|
| Purchase price                                  | \$2,000.00        |                   |
| Cheques received                                |                   | \$1,000.00        |
| Agreement for Sale                              |                   | 1,000.00          |
| <u>Amount of rent collected</u>                 |                   |                   |
| September 14th to October 4th - 20/30 x \$12.00 |                   | 8.00              |
| October 5th to November 4th )                   |                   |                   |
| November 5th to December 4th ) 2 x \$12.00      |                   | 24.00             |
| Registration fees on agreement                  | 3.50              |                   |
| Water paid to Dec. 31/44 = \$12.00 x 108/184    | 7.04              |                   |
| Purchaser's proportion of 1944 taxes -          |                   |                   |
| 108/365 x \$29.31                               | 8.67              |                   |
| Balance owing to purchaser                      | 12.79             |                   |
|                                                 | <u>\$2,032.00</u> | <u>\$2,032.00</u> |

BALANCE OWING TO PURCHASER \$12.79



EVACUATION SECTION  
 Rec'd JAN 11 1945  
 File No. 4584  
 Ans.  
 Referred *Atkinson*

10

*your file* 50 Curtis Street.  
 Winnipeg, Man.  
 January 8th, 1945.

George Peters, Esq.,  
 Administration Department.  
 Office of Custodian  
 Vancouver, B. C.

Dear Sir: re: File No. 4584

After receipt of your letter of September 21st 1944; informing me the sale of my property re: 17th Broadway St., Steveston, B. C. I have wrote to you on Oct. 22nd requesting you the value of my property on sale. But have received no words from you regarding this matter.

Since thereafter I have relocated to Winnipeg, Man. and have been in confusion to bring up this matter prior to this date.

On Sept. 29th, I have reported to you the lists of chattels stored at 17th Broadway, Steveston, B. C. which I have failed to report during confusion of evacuation in May 1942. I have requested for the registration for such chattels which I hope you have taken up the matter.

I have left all my properties in care of our tenant, Mr. Borderson, and through the Custodian, whom I have definitely trusted to care for our properties through duration. But from the rumors heard among our friends, they certainly stressed us that nearly all the tenants could not be trusted and moreover the Custodian are selling away Japanese properties without any approval; and reporting such a sale after one or half a year later. Therefore I have brought up this matter to see in what circumstances our property is standing at present.

Among the chattels stored; I have in my possession some books, and articles which is definitely necessary for Japanese people if not for the Occidentals. I should frankly say that I would like such a chattels be released for us.

Please take note that all letters be mailed to the above address from now on.

I am,

Yours very truly,

*Genji Otsu*

Genji Otsu.  
 Reg. No. 04918.



11  
January 29, 1945

Mr. Genji OTSU,  
Reg. No. 04918,  
50 Curtis Street,  
Winnipeg, Man.

Dear Sir:

As requested by you, our Protection Department opened up the walls leading to your attic and removed everything found there including all other articles which were found in the house. They have been removed to our storage room and will be sent to auction in due course. For your information, we beg to state that the following articles were removed:-

|                           |                      |
|---------------------------|----------------------|
| 3 pce. Chesterfield Suite | 1 Dining Room Table  |
| 1 Coat Hanger             | 15 Chairs            |
| 1 Flower Stand            | 2 Baby Chairs        |
| 1 Small Table             | 1 Kitchen Chair      |
| 1 Lamp Stand              | 2 Desks              |
| 1 Sewing Machine          | 1 Book Case          |
| 1 Kitchen Table           | 1 Small Cabinet      |
| 1 Desk                    | 1 Chest of Drawers   |
| 1 Washing Machine         | 1 Crib               |
| 1 Table Desk              | Miscellaneous Dishes |
| 1 Lawn Mower              | Books of Knowledge   |
| 1 Dish Cabinet            | Suitcase             |
| 1 Dresser                 | 2 Prs. Hair Clippers |
| 1 Single Bed & Spring     | Toys & Suitcase      |
| 1 Piano & bench           |                      |

Yours truly,

G. D. Milsom  
Administration Department

GDM/GH



Name of Owner: Genji Otsu.

Registration No.: 04918

Address: P.O. Box 29, Minto City, B. C.

FISHING NET INVENTORY

1. Place of Storage #5 House (Front Room) Scottish Can' Cannery Steveston, B. C. X

(a) In whose care Own care (locked with boarded windows)

(b) Whereabouts of key (if any) Own possession

2. Description of nets as follows:

| Type               | Mesh             | Ply  | Meshes Depth  | Fathom Length | Valuation         | Any other marks of identification                                             |
|--------------------|------------------|------|---------------|---------------|-------------------|-------------------------------------------------------------------------------|
| Gill net           | 5 7/8            | 4&5  | 60            | 150           | Complete \$125.00 | Identification on Floats by marks "O" or by following marks "⊗" Home made net |
| " "                | 9                | 9&10 | 55            | 75            | Net only 70.00    |                                                                               |
| " "                | 7 1/8            | 6&7  | 60            | 100           | Net only 80.00    |                                                                               |
| Gill Net Floats    | Approx. size 800 | 7"   | @ 6¢          |               | 48.00             | Identify by marks "O" or "⊗".                                                 |
| "                  | 700              | 6"   | @ 5¢          |               | 35.00             | ditto                                                                         |
| Gill net cork line | with 350 corks   | 6"   | with line 160 |               | 30.00             | ditto                                                                         |
| Lead Lines         | for 4 Nets.      |      |               | 150 each      | 60.00             |                                                                               |

Fishing Gears and Equipments were also stored in the mentioned house.

N. B. Please do not exaggerate fathom length or valuation, as this will only make it harder to identify your nets, and to credit any money received from their sale to their rightful owners.

*Mat Goss of same  
see letter April 5/42  
cork line see 7/42.*



|                    |                |
|--------------------|----------------|
| EVACUATION SECTION |                |
| Rec'd              | FEB 15 1945    |
| File No.           | 4584           |
| Ans.               |                |
| Referred           | <i>McKenna</i> |

50 Curtis Street,  
Winnipeg, Man.  
Feb. 15th 1945.

G. D. Milson, Esq.,  
Administration Department.  
Office of Custodian  
506 Royal Bank Bldg.,  
Vancouver, B. C.

Dear Sir: File No. 4584.

Acknowledge receipt of your letter of Jan. 29th instant, informing me the lists of articles found in our residence and which are removed to your Protection Department.

From the list of articles removed to your department I would like you to release the following chattels and transfer to the above address.

*Sold* 1 Sewing Machine  
*Sold* Set of 20 Vols. Books of Knowledge  
Also the following chattels stored in the attic.

1 Electric Plate  
1 Box Cushions  
1 Large Food Chopper  
All Japanese Books which was stored in Book Case.  
All Japanese Story Books and Magazines under

following Names:

Sho-nen Club  
Yu-ben  
Fujin- Club

Please notify me the expenses required on freights and crating etc. at your earliest conveniences.

I would be very grateful if you would keep the following in storage because I would not like them sold at auctions.

*Sold* 1 Box Flower Vases  
1 Basket Cloth Material  
*Sold* 1 Box Chinaware  
1 Japanese Doll enclosed in Glass Case.

Yours very truly

*Genji Otsu*

Genji Otsu.  
Reg. No. 04918.



4584

February 20, 1945

Mr. Genji OTSU,  
Reg. No. 04918,  
50 Curtis Street,  
Winnipeg, Man.

Dear Sir:

Re: Catalogue No. 791 -  
17 Broadway, Steveston.  
5-7/30/3/B3N/R7W/2A9.

Please be informed that the above property has been sold as of September 14, 1944 for the sum of \$2,000.00, under Agreement for Sale. We have received \$1,000.00 cash and the balance is payable in quarterly instalments of \$125.00 each, together with interest at 5% on the 14th days of December 1944, March, June, September and December in the year 1945, and March, June and September in the year 1946. The December 14th payment of \$125.00 with interest of \$12.47 has been credited to your account.

An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, less expenses, up to the mentioned date, have been credited to your account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of this sale appears on an attached statement, and the proceeds have been credited to your account. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

Yours truly,

G. D. Wilson  
Administration Department

ODM/GH  
Enc.

c.c. B. C. Security Commission.



STATEMENT RE SALE OF:

Name: OTSU, Genji,

Catalogue No: 791

File No: 4584

Street Address: 17 Broadway  
Steveston, B.C.

Reg. 04918

Legal Description: 5-7/30/3/23A/R7W

Date of Sale and Adjustments ..... Sept. 14/44

Sale Price 2000.00 (agreement of sale \$1000.00 Cash 1,000.00

Real Estate Agent's Commission \$ 200.00

Charge for Valuation 7.50

Charge for Advertising 4.00

~~Land Registry Office Commission~~

~~Insurance~~

~~Unpaid taxes~~

~~Mortgage~~

~~Interest on loan~~

~~Other charges~~

Adjustments:

~~Fire Insurance~~

Taxes

8.67

Water

7.04

211.50

1015.71

Net Proceeds credited to your account

804.21

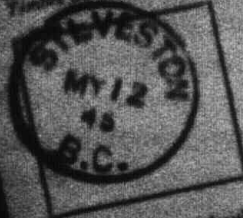
Date: ..... February 20th, 1945.

Compiled by: ..... Mr. George Peters



THE UNDERSIGNED ACKNOWLEDGES THAT THE REGISTERED ARTICLE DESCRIBED ON THE  
OTHER SIDE WAS DULY DELIVERED ON THE May 12. 1945.

Date stamp of office of destination  
Timbre du bureau destinataire



SIGNATURE OF THE ADDRESSEE  
Signature du destinataire

OF ADDRESSEE'S REPRESENTATIVE  
du représentant du destinataire

OF THE POSTMASTER OF THE OFFICE OF DESTINATION  
de l'agent du bureau destinataire

- (1) This advice should be signed by the addressee or if the regulations of the country of destination so provide, by the Postmaster of the Delivery office and returned by first mail to the address shown on the other side.  
Cet avis doit être signé par le destinataire, ou si les règlements du pays de destination le comportent, par l'agent du bureau destinataire, et renvoyé par le premier courrier à l'expéditeur, dont l'adresse figure sur l'autre côté de cette carte.
- (2) When delivery is made to the authorized representative of the addressee, both addressee's name and representative's signature must appear on this receipt.  
Lorsque la remise est faite au représentant autorisé du destinataire, le nom du destinataire et la signature de son représentant doivent paraître sur ce reçu.



Catalogue No. 791  
File No. 4584  
17 Broadway Street  
Stevenson, B. C.  
5-7/30/3/D3M/R7W/249  
Agreement for Sale

Control of property described above is by me hereby acknowledged and  
I agree that all adjustments and incidents connected with the sale to  
me of this property have been settled.

Dated at Vancouver this 2<sup>nd</sup> day of February 1945.

Beatrice A. Lusk

Return to the Custodian



To The Office of the Custodian,  
506 Royal Bank Building,  
Vancouver, B. C.

Dear Sirs:-

Re: 17 Broadway St. Stewerton

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

*B. A. Bestina*.....Signed

*Bestina A*

Return to the Custodian



EVACUATION SECTION  
 Rec'd MAR 2 1945  
 File No. 4584  
 Mr. Milson

50 Curtis St.,  
 Winnipeg, Man.  
 Feb. 25th 1945.

G. D. Milson, Esq.,  
 Administration Department.  
 Office of the Custodian  
 506 Royal Bank Bldg.,  
 Vancouver, B. C.

Dear Sir: File No. 4584  
 Acknowledge receipt of your letter of Feb. 20th  
 instant, informing me the sell of my property.  
 Re: Catalogue No. 791  
 17 Broadway Steveston  
 S-7/30/3/B3N/R7W/249

The above notice was rather a great shock to me  
 and I am not ~~not~~ at all satisfied; but as the sell  
 of the Japanese property are conducting as through  
 the gov't appraisal, I could not say anything against  
 it at present but would like to take up this matter  
 again when all the restriction imposed upon us be lifted.

From the statement attached to your letter I  
 have noticed that from March 4th 1944 to Sep. 14th  
 only the monthly rental rate for 3 months is credited  
 to my account, soplease checked this up as it might  
 be a slip somewhere. On the auction sale conducted  
 on July 29th its proceeds amount to \$37.93. I would like  
 to note the particular chattels sold at this occassion.

Re: your letter of Jan. 29th. You have informed  
 me the lists of my chattels removed to your Protection  
 department. For this letter, I have wrote to you on  
 Feb. 12th, requesting the release and transfer of some  
 of our necessary chattels but by your Feb. 16th letter  
 you told me such a transfer cannot be done. As I  
 noticed from the said auction of \$37.93 I still think  
 that nearly all our furnitures and fixtures are still  
 left; so I would stress you again that I would like  
 you to complete the transfer of the remaining necessary  
 chattels without selling them at auction at such a  
 low price. I would greatly appreciate if you would  
 take an action towards releasing the lists of chattels  
 I mentioned before as I think it is your duty to care  
 for our Japanese's property in such a way to satisfy  
 us.

Also Re: your letter of Jan. 29th the list does  
 not include all the chattels which I have lefted behind  
 but I would like to verify that everything has being  
 (Over)

*vacant  
 3rd floor  
 3rd floor*



OTSU, Genji.  
17th Broadway St.  
Stevenson, B. C.

THINGS STORED IN UPSTAIR ROOM

1 Dining Table  
5 Desks  
1 Small Cabinet  
1 Book case  
1 Dresser  
1 Lamp Stand  
2 pieces Chesterfield  
1 Sewing Machine  
2 Bicycles (One of them being release May 1943 by.)  
1 Baby High Chair  
1 Double Bed with spring and mattress.  
1 Dresser

E: H. Bolderson.  
Signature.....



OTSU, Genji.  
17th Broadway St.  
Steveston, B. C.

THINGS THAT ARE RENTED Mr. Bolderson.

1 Coat Hanger  
1 Large Chesterfield  
1 Piano with Cover  
1 Japanese Doll (in glass case)  
8 Plants in Pots.  
1 Small Table  
1 Small Table for Flowers.  
2 Pieces of Linoleum for 2 front room  
1 piece Linoleum for Kitchen.  
1 Dish Cabinet.  
1 Table Lamp  
Set of Curtains for 1 front room  
2 Baby chairs  
1 Kitchen table  
1 Kitchen stove  
1 Lawn Mower  
1 Flat edge shovel  
1 Single Bed with Spring and Mattress  
1 Electric Washing Machine.

E. H. Bolderson.

Signature.....



|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| RECEIVED           | APR 16 1945 |
| FILE NO.           | 4584        |
| NAME               |             |
| REFERRED           | Wilson      |

*McKiddie*  
*Chad*

50 Curtis St.,  
Winnipeg, Man.  
April 9th 1945.

G. D. Wilson, Esq.,  
Administration Department,  
Office of Custodian  
506 Royal Bank Bldg.,  
Vancouver, B. C.

Dear Sir: File No. 4584

I have written to you last on Feb. 25th 1945 through registered mail after receiving the information regarding the sale of my property. This was as you could see nearly two months ago but I still haven't received a word from you regarding all the requests I have made on the same.

I would like to stress to you again that I would like to know the purchaser of our properties as I have some personal matters to settle. This matter covers all my chattels rented to our tenant, Mr. Bolderson.

Please take an immediate attention towards this and our former letter of the Feb. 25th instant and toward me a satisfactory information regarding all. Hoping you would not hold anything back against us.

Yours truly,

*Genji Otsu*

Genji Otsu.  
Reg. No. 04918.

*Rec'd N/S. 875  
10/31*

*2222*



April 19, 1945

Mr. Genji OTSU,  
Reg. No. 04918,  
50 Curtis Street,  
Winnipeg, Man.

Dear Sir:

Referring to your letter of February 25th and April 9th in regard to the property at 17 Broadway Street, Steveston, the reason you only received 3 months credit for rent to the adjustment date was that the house was vacant from the 30th of April to July 3rd, 1944.

We are enclosing herewith statement of your chattels which were sold at auction. You will note that the credit of July 29th of \$37.93 covers the sale of your radio. This money will be available to you upon the return of the R.C.M.P. official receipt.

These chattels statements account for all the articles which were removed from your house and sold at auction.

Your property was sold to Mrs. Beatrice A. Leslie of 118 Moncton Street and we have now received from her the balance due under the Agreement for Sale of \$875.00 with interest of \$10.31. This amount has been credited to your account.

Your balance with the Custodian at the present time is \$2,222.42.

As far as we know Mr. Bolderson's address is still 17 Broadway, Steveston.

We trust that this supplies you with all the information that you desire.

Yours truly,

GDM/GH  
Enc.

G. D. Milsom  
Administration Department



File No. 4784.  
Catalogue No. 791.

April 28th, 1945.

**MEMORANDUM**

TO: Mr. George Peters

FROM: Mr. B. A. Cramer

Gen'l OVSU  
Man. of Richmond  
Lots 5, 6 and 7, Blk. 30, Sec.  
3, Blk. 3 E., N.W., Map 249,  
District of New Westminster.

With reference to the above property which was recorded  
in the New Westminster Land Registry Office, April 4th, 1945,  
we attach herewith the following documents in connection therewith.

1. Copy of application number 185386-E, dated April 3rd,  
1945, registering the property in the name of the  
Custodian (Transmission).
2. Copy of application number 185387-E, dated April 3rd,  
1945, registering the property in the name of Beatrice  
Alexandra Leslie (Deed).
3. Duplicate of Transmission dated March 21st, 1945.
4. Duplicate of Deed dated March 21st, 1945 - Secretary of  
State to Beatrice Alexandra Leslie.
5. Certificate of Indefeasible Title number 185387-E, dated  
April 18th, 1945, covering the above property in the  
name of Beatrice Alexandra Leslie.

*Approved*

MACJS  
Atch.



File on 4584

COPY

50 Curtis Street,  
Winnipeg, Man.  
October 16, 1945.

W.J. Johnston, Esq.,  
Administration Department,  
Office of the Custodian,  
509 Royal Bank Building,  
Vancouver, B.C.

Dear Sir:

Re: River Fish Company Limited,  
Your File No. 8637/2 4584

Acknowledge receipt of your air mailed letter dated Oct. 5th requesting for the Certificate of Title and the Seal of the River Fish Company Limited.

I would like to inform you that the company's Seal is in the hands of our solicitor Mr. H.P. Wyness of 1104 Dominion Bank Building. I am forwarding the Certificate of Title to him so please get in contact with him at the above address.

I would appreciate if you could notify me the actions you are going to take regarding the River Fish Company Limited properties. I would also like you to forward me the complete information regarding our Company's credit account filed in your Office.

Yours truly,

'Genji Otsu'

Genji Otsu.  
Reg. No. 04918.

*Advised by P.S. Ross & Sons  
22-10-45 - That they are  
in contact with Wyness and  
Grant re the Seal & Coy. J.  
A.Y.*



4584

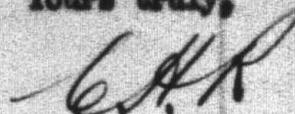
February 6th, 1950

Mr. Genji OTSU,  
Steveston, B. C.

Dear Sir:

The Custodian has today forwarded to Yasemon Hikida and Gihyoe Takahashi the sum of \$7,355.12 "In Trust". This represents the net proceeds from all the assets of the Steveston Noman Kaisha. Included in this amount is the final distribution to shareholders at \$46.847 per share. You were the holder of 5 shares and therefore the amount due to you is \$234.24. For this payment you will please look to Mr. Hikida and Mr. Takahashi, who will be responsible for the distribution of this trust fund.

Yours truly,



C. H. Reed  
Office of the Custodian

CHR:BK



4584  
1081

July 24th, 1950

Mr. Gangi Otsu,  
General Delivery,  
Stevenson, B. C.

Dear Sir:

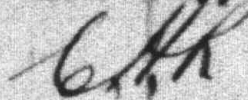
Re: Stevenson Nosen Kaisha

Further to our letter of February 6th, 1950 the Custodian is still holding \$234.24 in the account of Tokichi Kimura, who returned to Japan on 17th June, 1946.

On the distribution list of the above Association, sent to us by Y. Hikida and G. Takahashi, there was a note to the effect that Mr. Kimura's portion was to be paid to you, but the Custodian was unable to make this payment without written authority from Mr. Kimura. Will you please advise us if you have received this authority or if you think it is possible to obtain this authority in order that the Custodian may dispose of this balance. If you cannot obtain authority from Mr. Kimura would it not be advisable for the Custodian to remit this money through the proper channels to Tokichi Kimura in Japan.

Please let us have a reply to this letter as soon as possible.

Yours truly,



C. H. Reed  
Office of the Custodian

CHR:BK



1081  
4584

October 30th, 1950

Mr. Genji OTSU,  
c/o Nelson Bros. Fisheries,  
Steveston, B. C.

Dear Sir:

We are holding at this office to the credit of Tokichi KIMURA the sum of \$234.24, which represents his portion of the distribution from the Steveston Nesan Kaisha.

As you know Mr. Kimura returned to Japan on the 17th June, 1946 and we have been informed by Mr. Takahashi that the above sum was to be paid to you. We are unable to comply with this request without written authority from Tokichi Kimura, and as we are quite anxious to dispose of this balance we would suggest that you request Mr. Kimura to send us a letter to this effect or if he so desires to have this money sent to him in Japan.

Please acknowledge receipt of this letter.

Yours very truly,

C. H. Reed  
Office of the Custodian

CHR:BE



1035 & 4584

18th May, 1951.

Mr. Genji OTSU,  
Regn. No. 04918,  
Steveston, B.C.

Dear Sir:

At the request of Mr. Toyotaro TABATA in Japan,  
we enclose Custodian cheque in the amount of \$38.99 payable  
to you, and which represents his portion of the distribution  
from the assets of the River Fish Company Limited.

Please acknowledge receipt.

Yours truly,

C.H. Reed,  
Office of the Custodian.

HA  
Encl.



4595 & 4584

16th May, 1951.

Mr. Genji OTSU,  
Regn. No. 04918,  
Stevenston, B.C.

Dear Sir:

At the request of Mr. Masashichi YAMASHITA  
in Japan, we enclose Custodian cheque in the amount of  
\$85.73 payable to you, and which represents his portion  
of the distribution from the assets of the River Fish  
Company Limited.

Please acknowledge receipt.

Yours truly,

C.H. Reed,  
Office of the Custodian.

CHR:HA



P.O. Box 43.

Blumenton, B.C.

May 18th 1951

Mr. L.H. Reed,  
office of the custodian.

|              |             |
|--------------|-------------|
| EXPLANATION: |             |
| Rec'd        | MAY 21 1951 |
| File No.     | 4584        |
| Ans.         |             |
| Reference    |             |

Dear sir:

This is to acknowledge receipt  
of your letter May 16th int. with  
together your cheque #8185 in payable  
to MASASHICHI TOMASHITA in Japan to  
the amount of \$85.72.

Yours truly,

Kenji Aton

P.S. Please note my new mail address  
as above.



EV. SECTION  
MAY 28 1951  
4584  
RECEIVED

P.O. Box 43

Steneston, B.C.

May 26<sup>th</sup> /51.

Mr. C.H. Reed.  
Office of the Custodian.

Dear sir:

This is to acknowledge receipt  
of your letter May 18<sup>th</sup> int. with  
together Custodian cheque in the  
amount of \$38.99 payable to me,  
and which represents Mr. Toyotaro  
TABOTA in Japan.

Yours truly,

Genjō Oton



2395 & 4584

26th May, 1951.

Mr. Genji OTSU,  
Regn. No. 04918,  
P.O. Box 47,  
Steveston, B.C.

Dear Sir:

At the request of Mr. Hisakichi TANAKA in Japan, we enclose Custodian cheque in the amount of \$38.99 payable to you, and which represents his portion of the distribution from the assets of the River Fish Company Limited.

Please acknowledge receipt.

Yours truly,



C.H. Reed,  
Office of the Custodian.

HA  
Encl.



|                    |                    |
|--------------------|--------------------|
| EVALUATION SECTION |                    |
| Rec'd              | APR 30 1951        |
| File No.           | 4584               |
| Ans.               |                    |
| Referred           | <i>[Signature]</i> |

Steniston, B.C.  
April 28<sup>th</sup> 1951

Mr. G. H. Reed,  
Office of the Custodian.

Dear sir:

This is to acknowledge  
receipt of two cheques in  
payable to Yasumatsu Ikori  
and Tokichi Kimura, in the  
amount of \$46.77 each.

Yours truly,  
*Gensu Oton*



File No. 8837

RIVER FISH COMPANY

|      | <u>Date</u>  | <u>Particulars</u>                                                     | <u>Debit</u>      | <u>Credit</u>     | <u>Balance</u> |
|------|--------------|------------------------------------------------------------------------|-------------------|-------------------|----------------|
| 1942 | September 16 | Sale of stock                                                          | \$                | \$ 729.81         |                |
|      |              | Agent's services                                                       | 122.00            |                   |                |
|      |              | Advertising                                                            | 5.27              |                   |                |
|      |              | Freight & cartage                                                      | 9.65              |                   |                |
|      | September 28 | Water                                                                  | 20.00             |                   |                |
|      | October 15   | Fire insurance premium                                                 | 38.25             |                   |                |
|      | October 30   | Rent of land for 1942                                                  |                   | 50.00             |                |
|      |              | Agent's commission                                                     | 2.50              |                   |                |
|      | December 28  | Proceeds car sale                                                      |                   | 1,450.16          |                |
| 1943 | February 5   | Income tax                                                             | 217.05            |                   |                |
|      | March 2      | Sale of stock & equipment                                              |                   | 1,400.00          |                |
|      |              | Agent's services re Inventory, etc.                                    | 100.00            |                   |                |
|      |              | Valuation fees                                                         | 7.50              |                   |                |
|      | July 26      | Land Registry Office - Certificate of Encumbrance                      | 1.00              |                   |                |
|      | November 1   | Fire Insurance premium                                                 | 38.25             |                   |                |
| 1944 | March 3      | Monies loaned by Co. to J. P. Bowditch                                 |                   | 585.46            |                |
|      |              | Legal Fees                                                             | 10.00             |                   |                |
|      | July 4       | Registrar of Company - charge for list of shareholders                 | .50               |                   |                |
|      | November 13  | Taxes 1943-4                                                           | 336.25            |                   |                |
| 1945 | July 4       | Transfer of funds to Controller                                        | 3,307.21          |                   |                |
|      | August 6     | B. C. Electric Railway - security deposit refunds<br>\$10.00 & \$13.52 |                   | 23.52             |                |
|      | November 14  | Transfer of funds to Controller                                        | 23.52             |                   |                |
| 1946 | January 15   | Proceeds Auction Sale                                                  |                   | 98.36             |                |
|      |              | Transfer of funds to Controller                                        | 98.36             |                   |                |
|      | March 12     | B. C. Electric Railway - security deposit refund                       |                   | 10.00             |                |
|      | May 10       | R. Hayashi - sale of mimeograph machine                                |                   | 75.00             |                |
|      |              | Freight charges                                                        | .95               |                   |                |
|      | November 7   | Transfer of funds to Controller                                        | 84.05             |                   |                |
| 1948 | January 8    | Transfer of funds from Controller                                      |                   | 375.00            |                |
|      |              | Controller's services paid                                             | 375.00            |                   |                |
|      |              |                                                                        | <u>\$4,797.31</u> | <u>\$4,797.31</u> |                |

NIL

Accounting Department  
March 8th, 1948



IN THE MATTER OF "THE INQUIRIES ACT"  
PART 1. REVISED STATUTES OF CANADA 1957. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

SUB-COMMISSION

B E F O R E

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

Winnipeg, Manitoba,

24th September, 1948.

IN THE MATTER OF THE CLAIMS OF

GENJI OTSU

20

PROCEEDINGS AT HEARING

APPEARANCES:

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

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

G.H.R. UPTON, Esq., Official Interpreter

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



E. Otsu,  
In Chief.

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

10 MR. CHESNIAK: In this case, your honour, I ask leave to  
amend in regard to the real property. We show the  
value as is shown at \$3,500.00 and show the sale price  
at \$2,000.00, leaving a loss of \$1,500.00, and I  
would like to indicate for the record, and in the  
hopes it will be drawn to the attention of Mr. Shears,  
the Custodian, that from my impression from the case  
heard in the spring, that on the sale of the property  
the agent was paid a flat five per cent commission on  
the sale, that is, the agent on record. They listed  
the properties and opposite each property they in-  
dicated a certain agent and regardless of who made the  
sale, the agent shown on their tender sheet, received  
the commission, which I am fairly certain was five  
per cent.

THE COMMISSIONER: You are referring to real estate?

20 MR. CHESNIAK: Yes, that is my recollection from the  
cases we had in the spring, that Mr. Shears stated  
a flat five per cent commission was paid. I find in  
this case a commission of ten per cent was paid to  
the agent and listed and the Commissioner has ruled  
that we would make claim for commission paid. But  
in view of the difference there between the ten per  
cent and five per cent, I would like to put it on the  
record that this was a ten per cent commission, and  
should it be an error, I am sure Mr. Shears will see  
to it that correction is made and a rebate paid to the  
30 claimant. I think that is as far as I can go in that



G. Otan,  
In Chief.

connection. I also have an amendment in regard to the chattels, showing the total value of \$1,167.95, the Custodian's sale price at \$596.75, and the loss at \$569.20. I am not sure but I think I said for all chattels, but that is not correct, that is for the furniture and other movable goods, but as far as nets are concerned, the total value should be shown at \$1,223.00.

10 THE COMMISSIONER: They are listed in two different lots,  
\$785.00 and \$443.00.

MR. CHERNIACK: Yes. Well, that stands, I believe, the  
net loss stands.

THE COMMISSIONER: That is \$1,223.00?

MR. CHERNIACK: Yes. In any event all that will show itself  
from the exhibits when they are filed.

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Otan, I show you three typewritten statements, were  
these prepared in accordance with your instructions?

20 A Yes.

Q And I see there are signatures on the real estate state-  
ment and on the personal chattels statement; are those  
your signatures? A Yes.

Q Now, this is a statement in regard to nets, I believe  
you reviewed this statement this morning?

A Yes.

Q Would you sign same please? (witness signs) Do you  
swear the contents of this statement to be true to the  
best of your knowledge and recollection?

30 A Yes.



4.  
G. Otsu,  
In Chief.

MR. CHERNIZACK: I tender as Exhibits 1, 2 and 3 respectively the Real Estate Statement, the Net Statement and the Personal Chattels Statement, all identified by the claimant, and on behalf of my learned friend I will file the Custodian's Appraisal as Exhibit 4 and the Custodian's Analysis Sheet as Exhibit 5.

(Real Estate Statement, EXHIBIT 1.)

(Net Statement, EXHIBIT 2.)

(Personal Chattels Statement, EXHIBIT 3.)

(Custodian's Appraisal, EXHIBIT 4.)

(Custodian's Analysis Sheet, EXHIBIT 5.)

10 Your honour will note from Exhibit 1 that this property was purchased in May of 1935 and consisted of 3 lots, each lot 33 x 120 feet. I have on my file, and I am showing to my learned friend Certificate of Title No. 111161E, dated May 16, 1935, affecting 3 lots for which claim is made and in the name of this claimant. The claimant sets out that he paid \$55.00 for lots and that he built a two-storey house in 1936. He describes this house fully in Exhibit 1 and gives the total estimated cost of the building at \$3,500.00. In addition to this he mentions that he did considerable work on the lawn and it is impossible to estimate the cost, as this was done in his own spare time. He also built a cement sidewalk around the house. The claimant indicates that according to the appraiser this was a most desirable property. Everything mentioned in the appraisal, Exhibit 4, mentions good, good condition, good full basement, well painted, exceptionally nice garden and excellent district. This is an altogether attractive home in

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5.  
S. Otta,  
In Chief.

possibly the best block in Stevenson and the total value is \$1,731.00. The claimant says in view of his own description of the property he cannot agree with the estimated value. He says he has estimated the cost of the building and lots and work on the grounds, and in August 1944, which is the date of sale, after allowing for depreciation and rise in market values, he thinks a fair market value was at least \$5,500.00.

19 Q Mr. Otta, my learned friend has produced a photograph, can you identify that, please? A That is a photograph of my house.

MR. CHERNIACK: I file this as Exhibit 6.

(Photograph, EXHIBIT 6.)

Q I show you another photograph, whose house is that?

A That is the house that I built.

Q When was this photograph taken? A 1934.

Q That would be about when the house was built?

A Just shortly after it was built.

20 MR. CHERNIACK: I tender that as Exhibit 7.

(Photograph, EXHIBIT 7.)

Q Now, I show you a photograph of three houses, can you please indicate whose is the first house on the left-hand side? A That is my sister's house.

Q What is your brother-in-law's name?

A Miyamoto.

Q What was your brother-in-law's first name?

A Montaro.

MR. CHERNIACK: I would like to indicate for the record

20 that Mr. Miyamoto's claim is in Case No. 920 and that



this house was included in this claim.

Q And the middle house here? A That is my house.

Q And the farther one on the right side?

A There are four houses there, one is my brother's and one my cousin's.

Q The one that is barely visible, that is your cousin's, is it? A Yes.

Q You can only see a portion of that? A Yes.

Q But the one that is visible to a large extent, that is the one next to yours, that is your brother's?

A Yes, my younger brother.

Q And his case was heard this morning? A Yes.

Q That is Case No. 944--

MR. CHERNIACK: I tender this as Exhibit 8 and your honour will note that this photograph shows considerable of the floral and lawn work on the street, or of the lots on which these houses are built, showing Mr. Miyamoto's house and showing the line of houses.  
(Photograph, EXHIBIT 8.)

Q Dealing now with the question of nets, you will find from Exhibit 2 that the first six nets which are listed there were stored at the Gulf of Georgia Canneries and were tagged with Mr. Miyamoto's name. He states the other gear was stored in House No. 5 of the Scottish Canadian Cannery.

Q Now, House No. 5 of the Scottish Canadian Cannery, is that a house in which people live or is that a net house? A It was a place where people lived.

Q You say your nets were stored in that house?

A Yes.

Q At the time you evacuated and the nets were left there,



G. Otun,  
In Chief.

was there anybody occupying the house?

A No, the Japanese had all left and there was nobody there.

Q Was the house all locked up? A Yes.

Q Was the house known to be your house or known to be somebody else's house? A It was the house belonging to the Cannery, but we were allowed to put our nets there.

10 Q Supposing I came to the Cannery and asked who had House No. 5, what would they tell me?

A As the house was loaned to me, they would say, that is the house that I loaned to Genji Otun.

Q Was there anybody else's nets in this house?

A No.

Q No other goods in the house? A No.

Q There was nothing in the house except your nets?

A Yes.

Q I show you a list, do you recognize this list?

A Yes.

20 Q What list is this? A That is the list of the nets which I had.

Q This is the list of the nets you had when?

A Eliminating those three there that were left at the Gulf of Georgia.

Q Now, there are the second, third and fourth nets indicated by an "X" and crossed out in pencil?

A Yes.

Q And what happened to those three nets?

A I sold them.

30 Q This list, when was it prepared? A About the



Q. Olan,  
in Chief.

Start of April, 1948.

Q Did you give a copy of this list to anybody?

A I gave it to Mr. King, who was the representative of  
the Custodian, before I came away.

(List of Fishing Gear, EXHIBIT 9.)

MR. CROWLIACK: This relates to the first six nets referred  
to and which the Analysis, Exhibit 6, states that the  
nets were declared but no value was given, and in  
connection with these six nets the Custodian indicates  
that one piece was sold for \$20.00 and apparently the  
Custodian doesn't know what happened to the balance of  
the nets in the Gulf of Georgia Cannery. I have asked  
my learned friend to produce a report by Mr. J. D. Mather,  
dated May 8, 1948, he is the Custodian's representative.  
This report is a general report about the goods of the  
claimant and in relation to nets states that he would  
recommend that the nets herein be sold. He goes on to  
say that the values given by Olan are considered excessive  
and attached to this is an inventory of six nets.

Q I show you a statement of nets which was prepared by  
Mr. Mather. Now, did you give him the values shown  
here opposite to these nets? A No.

Q Did you authorize anybody to give him, or anybody else,  
the valuation on these nets? A No.

Q When you tagged your nets did you put any valuations  
on the tags? A No.

MR. CROWLIACK: Thank you. Your honour, I have spent  
a little time comparing these nets, that is the nets  
shown in the claim, that is the first six nets shown,  
and since I am not an expert I would just like to



3. Otsu,

indicate certain features which might help whoever will be working in Vancouver, and that is in a general way it seems to me they are the same nets. In some cases the fathom lengths are different but in those cases the price per fathom is the same as that shown in the statement which has been filed as Exhibit No. 9. That is, Exhibit 9 is what Mr. Otsu said he turned over to Mr. King. This will be Exhibit 10, that is Mather's Report, and that gives the valuations and descriptions of the nets, which differ slightly, and are mainly in the fathom lengths. The price per fathom is the same, for example, the bottom net, there is a net of  $5\frac{7}{8} \times 60$ , which in the claim is for 210 fathoms and that is shown in the inventory as 165 fathoms, and in both cases the claim is \$1.00 per fathom. Now, I suppose Mr. Mather may or may not be able to explain where he arrived at these amounts, but Mr. Otsu stated he didn't give them to Mr. Mather. I am filing this because of the statement in the Analysis to the effect that no information is on file as to whether the nets were found or inventoried, or what happened to them. I am indicating these six nets were inventoried by Mather, who must have seen them, where he says, "Values given by Otsu are excessive." I might also state he recommends these chattels be removed to central storage and the property be placed in the hands of Mr. King, which the claimant refers to and which is mentioned in Exhibit 9. Your honour will note further that the other gear consisting of 3 nets and a number of cork and lead lines were left in the Canadian Scottish Cannery and the Custodian states that

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10



G. Ginn,  
In Chief.

the nets were not declared until practically a year after  
evacuation and were not found.

(Report of J.D. Mather, EXHIBIT 10.)

Q Mr. Ginn, how is it that you put a number of your nets  
in the Gulf of Georgia Cannery and left these three nets  
and other items at the Scottish Canadian Cannery?

A To take these nets from the Scottish Cannery to the Gulf  
of Georgia it would have involved taking them in my boat  
and I couldn't take them in my boat because the Navy  
took it, otherwise I would have had to put them in a  
truck of some sort and wheel them over a very narrow  
place and it would have been exceedingly difficult and  
taken a lot of time.

Q Did you advise any representative of the Custodian as  
to the fact you had left goods in No. 5 House of the  
Scottish Canadian Cannery? A No.

Q And it wasn't until you were asked that you sent any  
word of these things, is that right?

A Yes.

MR. CHERNIACK: I don't know whether my learned friend knows  
but I would like to ask the question, what attempts  
the Custodian made to check on the contents of the house  
of the Scottish Canadian Cannery to see whether there  
were any goods there.

MR. PERG: Well, your honour, the record is this, the first  
intimation the Custodian had there were nets at the  
Scottish Canadian Cannery was a letter dated the 29th  
of March, 1945. With the letter the claimant sent in  
his fishing net inventory and the question was asked  
the place of storage, No. 5 House, front room Scottish



S. Oten,

Cannery. In whose care, he writes, "Own care, looked with boarded windows." Whereabouts was the key, in his own possession, and in the letter of March 20th the claimant encloses the key to the Custodian. Now, the Custodian's remarks in connection with that are, that Oten's letter, 29th March, 1943, covers a list of notes which he stated to be left in a house at the Scottish Canadian Cannery. The notes not previously declared now found by the Custodian's representative on investigation. The inventory, as attached, comments that Oten considered his notes put under his own care and the key in his own possession. Apparently investigation was made and nothing was found.

THE COMMISSIONER: Are you suggesting, Mr. Cherniack, that the Custodian, without being notified of any notes being stored in this house, should have found them?

MR. CHERNIACK: These are not exactly the words I would use, but what I have in mind is this, that the Scottish Canadian Cannery had a number of houses which apparently were occupied by Japanese persons and after evacuation to another place the Custodian did go in and check all these houses to see whether there were any notes of value left there. I am not making the submission as to what the Custodian should do, I am only asking as to what they did do, and I am still putting the question, did the Custodian go down to that area of the Scottish Canadian Cannery and did the Custodian make an effort to find out at a time previous to the time we are informed? Now, that is a general question and doesn't relate perhaps, but it may be of use.



G. Olen,  
in Chief.

THE COMMISSIONER: If there is nothing on Mr. Ferg's file.

MR. CHENWICK: Well, it has gone into the record and if Mr. Master thinks it worth pressing, he will, and if not, he will drop it.

THE COMMISSIONER: Was there anything in your file, Mr. Ferg?

MR. FERG: Nothing further than the letters here and the history of the matter, reporting investigations were made after the claimant had reported to him that these nets were at the Scottish Canadian Cannery, but on investigation they found nothing.

BY MR. CHENWICK:

Q Did the Scottish Canadian Cannery tell you to leave your nets in the cannery and not in the house?

A No.

Q The Guardian introduced some evidence this summer---

THE COMMISSIONER: What are these houses like; are there windows, or simply with a door?

THE WITNESS: These houses were in the nature of camps for the fishermen, there were windows there and a door, and when I left I boarded everything up so people could not get in.

MR. CHENWICK: The claimant sets out in his Net Statement that all nets were properly washed and dried and states what he believes a fair market value at the date of evacuation. I see that I overlooked to mention in connection with the real property that I have in my possession an insurance policy, which I show to my learned friend, covering \$3,000.00 on the building and \$1,000.00 on household furniture, furnishings, etc.

Dealing now with the personal chattels, your honour will



W. Otis,  
In Chief.

note that we have shown in Exhibit B all chattels for which claim is being made, indicating the approximate date of purchase, the price paid and the estimated value. Your honour will note that in almost all cases the Custodian has sold these items, with the exception of some four specific items which I will refer to; other than that, there is no question as to possession of goods, but I see that the Custodian's Analysis indicates, "It appears to the Custodian that all items in this group are maintained as having been sold by the Custodian at not the fair market price." I think that statement can be taken to being so.

Q Now, Mr. Otis, two pieces of linoleum in the two front rooms and the linoleum in the kitchen, were they in any way nailed or glued to the floor?

A No.

Q They were easily removed? A Yes.

Q At the time you left was the small table lamp in the house? A Yes.

Q The curtains in the front room, were they in any way nailed to the house? A No.

Q They were easily removable? A Yes.

MR. GIBBS: The Analysis Sheet, your honour, sets up certain presumptions by the Custodian to the effect that their linoleum was not worth moving, or it was nailed down. I assume, therefore, they had no record of what happened to the linoleum, or what the decision was made about the linoleum. The practice has been, when the Custodian contends that certain goods were abandoned because they were valueless, they usually



G. Olson,

have a certificate, a certified certificate by somebody. Apparently there is nothing of that nature which applies to the linoleum. As to the table lamp, your honour will note it is referred to in the second column of the Analysis and marked "Inventory as per Lease." So my learned friend will be able to advise us as to whether they were inventoried or whether the Custodian didn't bother to inventory it, just copied the list with him. We don't know that but I assume they will have to back up the statement. There is another presumption here about the curtains. I do not know whether there is any certificate on file. Your honour will note there is mention that we didn't give credit for \$76.00, sale of the stove, that has been included in the new sheet which I filed as Exhibit B.

THE COMMISSIONER: There is the sale of the stove indicated on the Analysis?

MR. CHARNIACK: The last item, one kitchen stove \$120.00.

THE COMMISSIONER: Yes, I see.

MR. CHARNIACK: Exhibit B indicates all items and all sale prices for them. In connection with the kitchen stove, I notice in the first column under the declaration in Exhibit B, kitchen stove and kitchen utensils \$250.00. Let this be held against the claimant I would like to clarify that, in the J.E. Form there is a comma after kitchen stove, so this should be read: spring mattresses \$250.00 kitchen stove, and kitchen utensils \$120.00. In other words, I don't want it to appear that the claimant had valued the stove and utensils together at \$250.00 but rather that he had valued the utensils at



G. Otan.

\$250.00

Q I show you a snapshot; do you recognize it?

A That is the parlour, or my front room.

Q And I show you the upper portion of a piano there; is that the piano for which you are making claim?

A Yes.

Q And I notice some dolls; are you making claim for these dolls? A Yes.

10 Q I notice some curtains here; are they the curtains for which you are making claim?

A No.

(Photograph, EXHIBIT 11.)

MR. SHERNACK: I do not know whether it is recorded anywhere, but I would like to put on the record that the name of the piano is "Colonial;" as it appears on the photograph, possibly the name is recorded elsewhere.

Q I show you another photograph now of a corner of the room; is that the same room we were looking at in Exhibit 11? A Yes.

20 Q Now, this radio that is shown here, is that the Stromberg-Carlson radio for which you are making claim?

A Yes.

Q Incidentally, you are claiming for a flower bowl, value of \$25.95; is that the one on the radio?

A No.

Q You have no picture of that? A No.

Q Now, I see a corner of linoleum; is that one of the linoleums? A Yes.

30 Q And I see a portion of the curtains; is that the curtain? A No.



S. O'Sea,  
In Chief.

Q Now, I see here portions of two pieces of the chesterfield suite; is that the chesterfield suite for which you are claiming? A Yes.

Q And there are one of these chesterfield pieces there (indicating); are these the chairs?

A These were the two small chairs, those (indicating) were the two small chairs, that is the chesterfield settee.

10 Q But the chesterfield was part of this set and is in the same condition as indicated here?

A Yes.

Q Can you tell me when the last picture was taken and when this picture was taken? A September 21, 1938.

Q What would you say about the condition of the radio and chesterfield at the date of evacuation as compared to the condition as shown there?

A As they were at this time when the photograph was taken.

20 Q About the same? A Yes.

Q I see that your radio was purchased in 1936, the radio was three years old at that time, was it?

A Yes.

Q I see your chesterfield suite was bought in 1939, so it was quite new at that time? A Yes.

Q And the piano and bench were bought in 1937 used, so you had it two years at the time that photograph was taken, that is Exhibit 11? A Yes.

MR. CHERNIACK: I tender this as Exhibit 12, your honour.



S. Otan,  
In Chief.

Q These pictures were taken in the house for which you are making claim? A Yes.

Q I show you a final picture of a portion of kitchen; was that also taken in that house for which you are claiming? A Yes.

Q And there is a picture here of a stove; is that the stove for which you are making claim?

A Yes.

10 Q Now, there are kitchen cabinets which appear to be attached to the walls; are you claiming for those cabinets? A No, I am not, because they are fixtures of the house.

Q And they were included by you in the valuation of your house? A Yes.

Q Now, there is linoleum shown in this picture; is that the kitchen linoleum for which you are claiming?

A Yes.

20 Q On the back of this snap, written in pencil, is April 1940, no, September 21, 1938; is that the date on which this picture was taken? A I think it was taken at the time of the stamp.

MR. CHETWICK: I see these pictures were all taken at the same time.

(Photograph, EXHIBIT 13.)

30 Q I think we should make a correction, Mr. Otan, you have given me the approximate date of purchase of your kitchen linoleum and your stove and your chesterfield suite as having been bought in 1939, but those pictures were dated in the fall of 1938 and I would like to have you consider and tell us when you bought those three



G. O'Connell,  
in Chief.

Gr. Exam.

items? A. There was a mistake of one year, will you amend it accordingly.

MR. CHERNIACK: I filed those last three pictures not only to point out the items themselves but as an indication of the type of home that this person had, which I think would indicate the wear on the furniture and the value of the fixtures and of the chattels. Your honour, I have selected four large items which were sold by the Custodian and I would like to know whether these were appraised by the Custodian, that is, the piano and bench, the Stromberg-Carlson Radio, three-piece Chesterfield suite and the kitchen stove.

MR. FERG: No, they were all sold at public auction, your honour.

MR. CHERNIACK: That is all.

CROSS EXAMINATION BY MR. FERG:

MR. FERG: It is submitted that the real property sold was sold at its fair market value, that the articles of chattels were sold at their fair market value. It is also submitted that in this case, this property being rented along with certain chattels and equipment, that the property was in the custody of persons other than the Custodian and that if the property has depreciated in value, or if anything had been lost and not accounted for, then this happened while it was in the custody of persons appointed by the claimant other than the Custodian.

Q. You didn't have an independent valuation made of your real property at the time of evacuation or since?



G. Otan,  
Or. Exam.

A No.

Q You entered into a lease of your home and chattels, you made a lease, leased your property to a man by the name of Bolderson?

A I lent him the house and certain articles, certain chattels, and the rest we put away in one room and he was asked to take care of it.

Q Have you a copy of the written lease that you entered into with Bolderson? A Yes.

10 MR. FERG: Can my learned friend produce it?

MR. CHENEBAUX: Can you check to see when the Custodian got it, Mr. Ferg.

(Witness produces copy)

BY MR. FERG:

Q I show you a document, Mr. Otan, does the document I show you have your signature on it? A Yes.

Q And is the other signature to the document the signature of E. H. Bolderson? A Yes.

Q And this is a lease between yourself and Bolderson covering the premises you are claiming now?

A Yes.

MR. FERG: I will file the lease, your honour, made by the claimant, Genji Otan, as Lessor, and Edward Bolderson, Municipality of Richmond, as Lessee.

Q (Lease, EXHIBIT 14.)

Q Mr. Otan, included in this lease you see were certain furniture and fixtures according to inventory attached. Now, there are two inventories attached to the document, I will show you one inventory and it is headed, "Things that are rented Mr. Bolderson," and the other one is



G. C. C. C.  
Gr. C. C.

headed, "Things stored in upstairs room," and they are both signed by Mr. Bolderson?

A Yes.

Q Now, let's understand on evacuation what you did with your property, you rented part of your chattels to Bolderson? A Yes.

Q And Mr. Bolderson had the use of them? A Yes.

Q And he was to account to you and to return them to you when he was through with them? A Yes.

10 Q And in addition to that you stored some articles upstairs in a room? A Yes.

Q And Mr. Bolderson was to take care of these articles and return them to you after the duration?

A Yes.

Q Now, the remainder of your household articles and personal things you stored in a concealed place in the attic?

MR. CHESNICK: We are not claiming for those.

BY MR. FERG:

Q You stored the rest of your goods in the attic upstairs?

20 A Yes.

Q What about your kitchen utensils, where were they stored?

A In the attic, I left some in the cupboards in the kitchen, but the good things I put up in the attic.

Q You left some of the utensils in the cupboards of the kitchen for the use of the tenant Bolderson?

A If he wanted to, he could have used them.

Q He had access to them and could have used them?

A Yes.

Q And he was to return those articles to you after he was through with them? A Yes.



G. Olen.  
 Of. Sme.

Q Now, does that account for everything now that you had about your premises, or your residence?

A No, I had nothing else besides what I have told you about now.

Q With regard to these linoleums, Mr. Bolderson had the use of the linoleums? A Yes.

Q And he had the custody, or use and control of two pieces of linoleum on the front rooms, that is, all the front room linoleum? A Yes.

10 Q And in the kitchen? A Yes.

Q There is a table lamp referred to in that list?

THE COMMISSIONER: Yes.

BY MR. FERG:

Q And a set of curtains?

THE COMMISSIONER: For front room.

MR. FERG: And the kitchen stove, but that was sold.

Q The table lamp, Bolderson had the use of that and the set of curtains for front room? A Yes.

Q And he also had the use of the kitchen stove?

20 A Yes.

Q Now, with regard to fishing nets, you reported in your J.P. Form that you left 3 fishing nets at the Gulf of Georgia Cannery Net House? A Yes.

Q And that is the 3 nets that you told my learned friend you had sold? A No, they are not the same.

Q They are not the same nets? A No.

Q Well, now in your J.P. Form you claimed you had 6 further fishing nets? A Yes.

Q Were 3 of these nets sold by you? A Yes.

30 Q So that there are six nets according to the J.P. Form



G. Otter,  
Gr. Exam.

missing? A Yes.

Q I show you a letter, Mr. Otter, is that your signature?

A Yes.

Q Written to the Custodian - I will file this letter, your honour, the letter of the 19th of March, 1943, from the claimant Otter to the office of the Custodian.

(Letter dated March 29, 1943, EXHIBIT 15.)

10

Q Now, in this letter you mentioned to the Custodian that you were enclosing a Fishing Net Inventory and the mentioned fishing gears were stored in #5 House, Scottish Canadian Cannery, Steveston, B.C., for which key is enclosed. Please take care of all the gears and equipment and sell them at a reasonable price. Attached to this letter is an inventory; did you make up that inventory?

A I put in the details of the nets.

Q And you also put in the detail as to the place of storage? A Yes.

Q And in whose care? A Yes.

20

Q And the whereabouts of the key? A Yes.

Q And the report is you put this in No. 5 House, front room, Scottish Canadian Cannery, Steveston, B.C.?

A Yes.

Q In your own care, locked with boarded windows?

A Yes.

Q And the whereabouts of the key, "In own possession?"

A Yes.

Q And in this letter, Exhibit 15, to the Custodian you enclosed him the key for the room in which these

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fishing nets were stored? A Yes.



Q And that is the first time you gave the Guatemalan any information that you had any nets stored at the Scottish Canadian Cannery? A Yes.

Q How long have you been a fisherman?

A Twenty-five years upwards.

Q And I suppose in the course of that twenty-five year period you have purchased a lot of fishing net?

A Yes.

10 Q And you will know something about the life of a fishing net? A Yes.

Q Can you tell us now, in your own opinion, what is the average life of a fishing net of the type you use?

A That differs according to fishermen. Some people use them for four years, some for five, as far as I am concerned I use them for three years and then I sell them.

Q But when you sell them, how does the price you receive for them compare with the price of a new one for a similar type of net? A Generally speaking,

20 about half price.

Q Where were these nets stored that you tell us you had stored? A It was at my own house at 17 Broadway.

Q Did you sell all the nets that you had stored at your own place at 17 Broadway? A No, I only sold three out of six nets and the balance I took to the Gulf of Georgia.

Q Have you sold any other nets since evacuation?

A No, I could not sell them, so I didn't.

30 Q I show you exhibit on the file, Assessment Notice for this property for the year 1943, Municipality



O. Otsu,  
 Of. Exam.

Re-Exam.

Township of Richmond, on Lot 6/7 value of the land  
 is \$180.00, value of improvements \$1,420.00?

A Lot 5, land is valued at \$90.00.

MR. FERG: That (somehow, I think, you should be.)

MR. CHERNIACK: There is a question asked about nets  
 which had me confused and I would like to clear this  
 up for my own sake, as well as that of my learned  
 friend, only as to where the nets were.

10 RE-EXAMINATION BY MR. CHERNIACK:

Q As I understand it, when you made your J.P. Declaration  
 you had three nets in the Gulf of Georgia Cannery and  
 six nets at home; is that correct? A Yes.

Q And you sold three nets from those which were at your  
 home? A Yes.

Q And the balance of the three nets you took to the Gulf  
 of Georgia Cannery? A Yes.

Q And it was those six nets which are made up in your  
 first six nets for which you are claiming?

20 A Yes.

Q Now, Mr. Otsu, you told Mr. Ferg that you were a  
 fisherman for about twenty-five years? A Yes.

Q And you mentioned to him that you used to use your  
 nets for three years and then you would sell them?

A Yes.

Q Does that apply to the big mesh as well as the small  
 mesh, or is there a difference?

A Generally speaking, yes.

Q Now, Mr. Otsu, I believe that in addition to fishing  
 you also managed the River Fishing Company, is that

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S. Stan.  
Re-Exam.

right? A Yes.

Q And as much, did you have any dealings with the buying and selling of nets? A I bought new nets but I didn't buy old ones.

Q Did you also sell new nets? A Yes.

Q And you say you sold your <sup>own</sup> second-hand nets, or used nets? A I sold these on my own account, not on account of The River Fishing Company.

Q Now, these valuations which you have shown for your nets, are these valuations derived on the basis of your experience as a buyer of nets and a seller of new nets and your own old nets?

A I have written these from my experience.

Q Now, you are making claim for the following kitchen utensils. I can read them to you, perhaps I had better - 2 dinner sets, 6- and 8-person sets?

A Yes.

Q 20 large bowls? A Yes.

Q 6 large plates? A Yes.

20 Q 6 dozen small saucers? A Yes.

Q 12 Japanese soup bowls? A Yes.

Q 3 tea trays and one 12-person Japanese tea set. Now, were these goods stored in your attic hidden, or were they left out downstairs? A They were, generally speaking, hidden.

Q Could you indicate those which were not hidden?

A There were two dinner sets there and I only hid the superior set, the other one I didn't.

THE COMMISSIONER: That is what he said before.

20 BY MR. CHERYLACK:



G. Olen,  
Re-Exam.

Q This other set, would you give us your estimate of value on the set which you didn't hide?

A About \$20.00.

10 MR. CHERNIACK: I notice in the letters which you have produced of Bolderson, I see that among those items which he is permitted to use there is mention of one chesterfield and amongst those which he is not to use, the typing says, 2-piece chesterfield and over that is written 3 pieces. Now, was he permitted to use the chesterfield from this chesterfield suite from which you are claiming, or was that another chesterfield altogether?

THE COMMISSIONER: Does it make much difference?

MR. CHERNIACK: I am trying to be as fair as I can.

THE WITNESS: No, it was the same thing.

20 MR. CHERNIACK: Now, your honour, there is a comment by the analyst which I would like to clarify. At the fact of this comment there is mention of claimant accounts for difference in price and goes on about the shortage of time and he had five weeks in which to give information. I would like to point out in reference to this shortage of time that refers to the shortage of time for making the claim. In making the claim, the claimant made a lump sum value of \$450.00 for certain chattels and subsequently he itemised the list and it came to a larger amount and when we sent it in, whoever prepared the list said that due to shortage of time they showed so much, so that referred to the shortage of time for filing the claim before the Commission, so therefore, this comment

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G. Olan,  
Re-Sum.

doesn't apply and I really don't understand what they are so excited about. However, I thought I should put it into the record, because if the Commissioner should wonder why it is there, I am explaining that. Now, I would like to make a comment for the record, I don't want to be technical, but in this case, as well as in several previous cases, my learned friend has put a question about whether certain goods were in the custody and control of another person. I didn't object then because I feel that the Commissioner will understand that when a lawyer says, "custody and control," that has certain annotations that the witness doesn't understand. It may be more correct to say actual possession of the articles.

10

THE COMMISSIONER: But with regard to that point, the lease speaks for itself.

MR. SHERNACK: That being the fact that the lease speaks for itself will be another matter for the Commission to decide and not the witness. The witness is incompetent to say in whose custody or control it was and our argument in fact is, that by the Orders-in-Council the custody and control of all chattels reported to the Custodian was vested in the Custodian.

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THE COMMISSIONER: The point raised by Mr. Ferg is, this was in the possession of the tenant at the time of evacuation.

MR. SHERNACK: That may be. Our contention is, that the Custodian was still seized of it. I am not presenting the argument now but it will be presented, I presume, by much more capable people than I am at the right time

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G. Otan.

and what I am pointing out is the witness is not qualified to state whether these were in the custody or control of any person.

THE COMMISSIONER: Yes.

MR. CHERNIACK: I would like to make certain that my learned friend put into the record the date on which the Custodian received the lease, or was notified about the lease. I think he mentioned the date to him.

MR. FERG: I believe it was July 1942, yes, July 9, 1942.

10 MR. CHERNIACK: And the other point since we have brought out that the chinaware was hidden, I would like if possible to read into the record the attempts of the Custodian to locate this and the success.

THE COMMISSIONER: We had a case of that to-day in which the whole of the attic was hidden in itself.

MR. FERG: I propose to put in a letter.

THE COMMISSIONER: It doesn't disclose what manner they were hidden in the attic, the previous witness said, put them in an attic, nailed up the attic and put wallpaper over the whole thing.

20

MR. CHERNIACK: I am not saying that. Now, we will note just when we were notified about these goods. I want to know after being notified about these goods what attempts the Custodian made to get the goods.

THE COMMISSIONER: That hasnot been disclosed.

MR. FERG: Well, your honour, I just want to put in now, since the question of certain kitchen utensils and other articles missing having been concealed in the attic, I want to question the witness about it.

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Q I will show you a letter, Mr. Otan, is that your letter?



G. Olan,  
Re-Cr-Exam.

A Yes.

Q That is a letter from you to the Custodian?

A Yes.

Q Of September 29, 1944? A Yes.

(Letter dated September 29, 1944, EXHIBIT 17.)

Letter referred to above read as follows:

Minto City, B.C.,

September 29, 1944.

Office of Custodian,

10 506 Royal Bank Building,

VANCOUVER, B. C.

Dear Sirs:

In confusion of evacuation in May 1942,

I have failed to report to you regarding my following  
chattels stored in the attic of my residential building  
at #17 Broadway, Steveston, B. C., which is now leased  
to Mr. Bolderson.

20

If you will be kind enough to examine the  
front bedroom of the south side of upstairs, you will  
notice the difference in colour about in the centre in  
the boarded wall on the south side. If you will open  
that part of the wall there will be an opening leading  
to the attic, where the following articles are stored:

1 Box Chinaware

7 Dozen Empty bottles for preserving

1 Large Food Chopper

1 Baby Bed

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Again, if you will notice the difference  
of colour on the boarded wall on the east side of the  
same room and if you will open that portion of the wall



G. Otan,  
Se-Of. Room.

" you will find opening leading to the attic where you will find the following articles:

- 1 Electric Stove
- 1 Set Engine Tools
- 3 Marine Engine Propellers
- About 10 lbs. of Net Twine
- 1 Anchor

Also if you will notice the difference in colour on the boarded wall on the south side of hall in the upstairs and if you will open that portion of the wall you will find the opening leading to the attic where you will find the following articles:

- About 10 boxes of Japanese Festival Dolls
- 1 Box Flower Vases
- 1 Box Cushion
- 1 Basket Cloth Material
- 1 Set in 3 volumes Picture Books
- 3 Sets of Books in Japanese Language
- Miscellaneous Articles.

Please be kind enough to check up regarding above and accept for the registration.

Thanking you for the trouble, I am,

Yours very truly,

(Signed) Genji Otan

GO:SP:HT

Genji Otan, #04918

Q If that the kitchen utensils you are referring to as being concealed in the attic, one box of chinaware, you report in Exhibit 17 there was one box of chinaware stored up in the attic concealed? Yes.



G. Otan,  
Re-OT-Exam.

Q Is that part of the kitchen utensils you are claiming \$250.00 for? A Not all, but about half.

Q Well, anyway, one box of chinaware, 7 dozen empty bottles for preserving, one large food chopper, one baby bed, and the latter says, "Again, if you will notice the difference of colour on the boarded wall on the east side of the same room and if you will open that portion of the wall you will find opening leading to the attic where you will find the following articles: 1 Electric Stove, 1 Set of Engine Tools, 3 Marine Engine Propellers, about 10 lbs. of Net Twine and 1 Anchor," and you say: "Also if you will notice the difference in colour on the boarded wall on the south side of hall in the upstairs and if you will open that portion of the wall you will find the opening leading to the attic where you will find the following articles: About 10 boxes of Japanese Festival Dolls, 1 box Flower Vases, 1 box Cushion, 1 Basket Cloth Material, 1 Set in 3 volumes Picture Books, 3 sets of Books in Japanese language and Miscellaneous Articles. Please be kind enough to check up regarding above and accept for the registration." Now, I point out to your honour that this was on the 29th of September, 1944.

Q Is that the first intimation of the search of these articles in these concealed places?

A No, that was the first time that I advised the Custodian.  
MR. FERG: That is all.

THE COMMISSIONER: What Mr. Cherniack was asking you was, having received that information, what steps did he take to recover?



MR. FERG: They did considerable I think, but there were some things missing. I have a memorandum here which I will put on file and whatever counsel is dealing with the matter at the adjourned hearing will have notice of it. It is dated 31st October, 1944, to: "The File," from: "Mr. R. B. Mackenzie."

(Letter dated October 31, 1944, EXHIBIT 18.)

Reading as follows:

Re: OTSU, Genji CHATTELS

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Further to memo of Jan. 31/44. About July 4th Mrs. A.M. Clement became the tenant of 17 Broadway Street. On Sept. 29th the above sent us a list of effects concealed in the attic of his house and not previously registered. On Oct. 5th, we wrote Mr. Harris to open up the attic at the place mentioned in the letter above referred to, and bring everything found there to our auction room. As this property has now been sold we have instructed Mr. Harris to bring all the effects to our auction room and have sent him a copy of the inventory signed by Halliday.

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R.B.M:IM

"R.B.M."

MR. FERG: Now, that was the action that was taken immediately after the Custodian became aware that there was this cache of goods up in the attic and the analysis will show what goods were recovered and what is missing.

MR. CHERNIACK: I don't think so. I would ask for that inventory signed by Halliday.

MR. FERG: I consider we are entitled to examine along this line. Clause "B" says, "Personal Property vested in the Custodian pursuant to the above mentioned orders

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was lost, destroyed or stolen while in the possession or under the control of the Custodian or some person appointed by him, with the result that the claimant suffered a loss equal to the fair market value of the property at the time when the same was lost, destroyed or stolen; provided that no claim shall be considered in respect of property 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.

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THE COMMISSIONER: Correct. The tenant was instructed by the Custodian to open the cache up, find what was there, inventory it and bring it down.

MR. CHERNIACK: The tenant is Mrs. Clement.

THE COMMISSIONER: As long as the goods were taken during the Custodian's possession.

MR. CHERNIACK: Yes, that is all I want to bring out, I am not asking any finding.

MR. FERG: I am afraid I will have to leave it that way, with this exception, that the auction sheet shows the sale of many articles that apparently the Custodian, in Exhibit 17, listed as being in this attic. Articles sold on January 19, 1945, that apparently were there, articles sold on January 19, 1945, but I cannot answer my learned friend, I am sorry, it will have to be left to the Custodian to dispose of at the adjourned hearing.

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MR. CHERNIACK: We are told that the chinaware was sold for eight dollars and something. We have a right to assume that the chinaware that was sold is the chinaware for which we are claiming unless we can be shown it was never

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found by the Custodian.

{PROCEEDINGS ADJOURNED SINCE D.I.R.}

Certified to be a true and accurate transcript.

*Mark H. Pearce*  
MARK H. PEARCE, ST.,  
OFFICIAL REPORTER.

CERTIFICATE

I, the undersigned Sub-Commissioner, hereby  
certify that the foregoing 34 pages of typewritten matter  
contain a true and accurate record of the Sub-Commission  
held in the Law Courts Building, Winnipeg, Manitoba, at the  
time and date first above mentioned.

*G. H. Humphrey*  
SUB-COMMISSIONER



Case 947

See Case 954-C  
(River Fish) &  
for pages 1-2-3-4-5

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

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

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

THE COMMISSIONER: All right.

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



7.  
G. Otan.  
In Chief.

DIRECT EXAMINATION BY MR. CHERNIACK:

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

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

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

Q (Typewritten Statement, EXHIBIT 1.)

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

Q And you were such at date of evacuation?

A Yes.

Q And how many years prior to evacuation were you President  
of the company? A Since 1936.

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

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

A Yes, I was approached every time.

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

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

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

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



G. Otse,  
in Chief.

MR. CHENWICK: I would like to point out that the S.S.B. Appraisal consists of 3 different appraisals of 3 portions, or parcels, of the land owned by the River Fish Company and the appraisal of Johnson, Reeve and Watson covers the whole property. When your honour receives the S.S.B. Appraisal you will find on page 4, of each appraisal, is a map of the area which is considered by that appraisal. The scale is not the same in two of the appraisals. In one case it is 200 feet to the inch and in the other two cases I believe it is 150 feet to the inch and I think that should be pointed out in considering the proportion of the property.

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

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

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

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

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

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



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

A Mr. Bowditch's.

Q And you never made any use of that building?

A No.

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

A It is on water.

Q It is over water? A Yes.

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

(Map, EXHIBIT 4.)

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

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

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

A Those buildings were built by Mr. Esaki.

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

A No.

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



D. Glen,  
In Charge.

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

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

MR. CHURCHMAN: I think an explanation should be made of this. There are two large lots, each over five acres in size, which are referred in some cases as Lots 5 and 6, and in some cases as Blocks 5 and 6, and I have also seen some assessment notices speaking of "I.D." which I take to mean inside dyke and "O.D." which I take to be outside dyke. There is no description as to what land was owned, appraised and sold, but I am making this explanation myself, that I don't know which is the correct description, because it is not important. Your Honour will note that there is these two lots, 5 and 6, which I have just referred to, the River Fish Company Limited owned 6 and 7 in Block 2 and Lots 8, 9 and 10 in Block 3. Those are shown on the plan. The witness indicated in his statement, Exhibit 1, that these lots were valued at, in 1935, \$70.00 per lot.

The total purchase price therefore is \$350.00. It should indicated, and it has been in the appraisals, that each lot was one-fifth of an acre. Lots 5 and 6 were bought by the River Fish Company in August 1939, together with other parcels. Exhibit 1 indicates that some 17 acres, or a little more than that, were bought at the same time for \$350.00 an acre and the witness then indicates the various purchasers and the amounts that they purchased from the River Fish Company, showing that this acreage was sold to these people at \$370.00 per acre. In other words, the company profited to the extent of



G. Otsu,  
In Chief.

10 \$20.00 an acre. Your honour will note also that the last two sales shown were both made in 1940, one to Kuremoto and one to Inaki. The titles to these two acres were never registered and title did not issue to these last two persons, so that they are included in the appraisal. But in the Johnson, Reeve and Watson appraisal, Exhibit 3, there is a detail shown as to separation of values for these two acres and the area, not to scale, which they bought, is also shown on the plan, Exhibit 4. I might indicate that the first two purchasers mentioned here made claim for this land, one made his claim before you and the second made his claim at Fort William. I do not know if the other two have made claim or not. The balance left to the River Fish Company of these two large lots amounted to 8.7 acres and, as I stated, they were bought at \$350.00 an acre in August of 1929. Of this 8.7 acres, 8 acres remain inside the dyke, that is, all of lot 5 and lot 6, with the exception of two acres sold, comprised 8 acres.

20 .7 acres are outside the dyke and the importance of that, as I take it in the Johnson, Reeve and Watson appraisal, Exhibit 3, which shows a much greater value for that .7 acres outside the dyke because of its use for fishing and evidently that .7 acres was worth \$1,000.00 in their estimation, which the witness agrees with in this statement. So that in placing his value of that land owned by the River Fish Company, he stated he fixed it at \$350.00 per acre for the land within the dyke, which is the purchase price paid by the River Fish Company, and \$1,000.00 for that .7 acres

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G. Otis,  
In Chief.

outside the dyke, which is shown in Exhibit 4 and which is fully described in the Johnson, Reeve and Watson appraisal, Exhibit 5. In the statement filed as Exhibit 1 he itemises his claim for the land and states the sale price, that is the Custodian's sale price. I would like to make this general remark in regard to the general evidence, which is probably going in in Vancouver at this moment, and that is to point out the difference in value of the S.S.B. Appraisals and the Johnson, Reeve and Watson Appraisals totals \$530.42 and the average is shown as \$225.00 an acre. Johnson, Reeve and Watson show a total of \$6,680.00 for the land, showing all this \$275.00 per acre and \$1,000.00 for that .7 acres referred to. I realise, of course, there is a difference in dates of the appraisals, but I would like to indicate that the S.S.B. Appraisal gave no value whatsoever for this small section of land, which was used for fishing, that has no value outside the general value of \$225.00.

20 THE COMMISSIONER: No value to that whatever.

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



S. Otsu,  
In Chief.

tion but the Johnson, Reeve and Watson, which was \$6,000.00. The Johnson Reeve gave a total of \$6,680.00 and said, well, it is a lot easier to sell this land as a parcel and went on to say, anybody buying this parcel it is not likely needed in that way, as it is broken up, and it is only worth six thousand if sold to one man and that man turned out to be the Veterans' Land Act, which paid \$658.00 more than its total appraisal. Other than what I have pointed out, the question of land is purely a question of value. No buildings for which claim is being made, no improvements put on it by the River Fish Company Limited, it was cleared land when it was bought and the land is there to-day, so it is merely a question of value as to what was the fair market value at the date of sale, which I think was about June or July of 1945, I am subject to correction on that, oh, yes, August 14, 1945. When I stated they bought for six thousand, that includes the two pieces of land which didn't belong to the River Fish Company. P. S. Ross computed the valuations of the interest of the River Fish and the other two claimants in that price, so that the River Fish Company received as its share \$5,103.29 and the loss on that is shown in the beginning of Exhibit 1. Turning now to the question of the buildings, these buildings are shown on plan, Exhibit 4.

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

MR. CHURCHACK: Yes.

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



G. Otan,  
in Chief.

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

A Warehouse 1 and Warehouse 2.

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

Q And the other buildings were on the Bowditch property?

A Yes.

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

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

A Yes.

Q Do you know when this picture was taken?

A I think it is around 1936 or '37.

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

A That is the store and the office building.

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



S. Oton,  
In Chief.

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

A Warehouse No. 1, a portion of it.

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

Q It is not the large warehouse? A No.

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

A Yes.

(Photograph, EXHIBIT 5.)

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

A That is the front of the main warehouse.

Q On Bowditch's property? A Yes.

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

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

20 Q Incidentally, whose boat is that?

THE COME SIGHTER: These warehouses are out over the water?

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

THE WITNESS: It belongs to one of the shareholders.

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

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

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



G. Otsu,  
In Chief.

before the war.

Q Did he sell it to another Japanese person?

A My uncle bought it.

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

(Photograph, EXHIBIT 6.)

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

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

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



G. Olsen,  
In Chief.

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

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

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

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

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

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

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

MR. CHESNICK: Yes.

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

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

30 THE COMMISSIONER: I think in order that your exhibit might



G. Olan,  
In Chief.

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

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

THE COMMISSIONER: Yes.

MR. CHERNIACK: Is that all right?

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

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

30 MR. CHERNIACK: That is perfectly satisfactory, either that



S. Stan,  
In Chief.

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

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

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

MR. FERG: By an identification letter?

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

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

(Agreement, "A" for Identification.)

BY MR. CHERNIACK:

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

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



20.  
G. Utan,  
in Chief.

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

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

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

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

A Yes.

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

10 MR. CHAMBLACK: This agreement is an agreement which appears  
to be a continuation of the last lease, or agreement,  
filed and sets a term for four seasons from May 1935 to  
December 31, 1939, whereby Bowditch rents the River Fish  
Company Limited Lot 1, in Block 2, for the purpose of  
erecting a storehouse and office building and for which  
the owner Bowditch agrees to pay the cost of storehouse  
and office building should the property be sold to  
others, but the River Fish Company Limited during the  
term of the agreement. It then states the rental  
payable and repeats the agreement to pay the River Fish  
Company Limited \$1,000.00 in the event that the wharf  
and warehouse are sold during the term of the agreement,  
repeating again this amount covers the expenses for  
improvements put on the wharf and warehouse by the  
River Fish Company Limited. On the margin of this  
document, Exhibit "B", is a note dated February 10, 1939,  
stating that this agreement is renewed on the same terms  
for four years from January 1st, 1929, to January 1st,  
1943. This latter agreement therefore includes the  
second building shown on Exhibit 1, that is the store



S. O'Shea,  
In Chief.

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

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

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

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

(Agreement, "C" for Identification.)

MR. CHAMBLACK: This agreement is dated January 1, 1941, and in this agreement the River Fish Company Limited admits that it has no right, or it had no right, to erect buildings on property owned by the Richmond Municipality and the Municipality agrees not to force the immediate removal of these buildings, and agrees further that until it proceeds to put in a road, and it agrees further that when it actually proceeds to construct a roadway 20 on this land, it will give one month's notice to the River Fish, who is the lessee of this agreement, to remove the buildings from the public highway. And should they not do so, then the lessor can do it. It is our contention, therefore that these buildings did belong to the River Fish Company.

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

Q Do you know of your own knowledge whether or not Mr. Bowditch had any arrangement with the Municipality in 30 connection with this wharf and the buildings which



G. Olson,  
In Chief.

extended over the water?

A At the beginning I was told by Mr. Bowditch that the wharf belonged to Mr. Bowditch himself, but after investigating, there was a public wharf belonging to the Municipality and that is the reason I approached the Municipality in drawing up that agreement between the River Fish Company Limited and the Richmond Municipality.

Q Now, I show you a lease; can you identify this document?

A That is a Sub-Lease to Mr. F. A. Gause and the River Fish Company Limited.

10

Q This is the original document? A Yes.

Q Do you recognize the signature as yours?

A Yes.

Q Do you know the signature F. A. Gause? A Yes.

Q Was that signed in your presence?

A Yes, I was present.

Q And there (indicating) is the signature of Bowditch?

A Yes.

Q Do you recognize that signature? A Yes.

20 Q And was that signed in your presence? A Yes.

Q By Bowditch? A Yes.

(Lease, EXHIBIT 7.)

MR. CHERNIACK: This lease, your honour, is dated January 18, 1942. It is made between the River Fish Company Limited and F. A. Gause. The lease is for all and singular that certain wharf and warehouses as follows: Wharf approach and wharf on Lot 1, Block 1, Steveston, B.C., consisting of wharf approach, wharf, main fish house right side of face of dock, warehouse left side of face of dock known as fish egg house." I think we

30



G. Otan,  
In Chief.

should identify it on that map.

Q Now, we are speaking of the main fish house, that is the building indicated as the main warehouse on the Bowditch property? A Yes.

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

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

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

Q And the No. 2 warehouse on the Richmond property? A Yes.

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

Q What about the mess house? A That was included in the lease.

Q It is not shown there, is it? A No.

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

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

Q And Shain? A Yes.

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

Q Yours? A Yes.

Q Mr. Jones's initials? A Yes.



G. Otis,  
In Chief.

- Q And "J.F.B." - that is Mr. Bowditch? A Yes.  
Q And who else? A Mr. Goss's lawyer.  
Q And who is that? A Mr. Dymess' initials.  
Q Your lawyer? A Yes.  
Q When was this crossed out and initialed?  
A August 1942.  
Q That was done in August of 1942? A Yes.

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

10

Read from page 2, Exhibit 7, as follows:

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

Yielding during the said term therefor the rent of \$254.00 of lawful money of Canada, payable on the following days and times that is to say: the sum of \$52.00 on the 15th day of each and every month during the term hereby granted, the first payment of \$52.00 to be made on the 15th day of January, 1942, and a like sum on the 15th day of each and every month thereafter up to and including the 15th day of December, 1942.

20

Provided that the Lessee may at his option renew this lease at any time before its expiration for a further period of one (1) year and similarly from year to year, subject to the same rental and terms and conditions as herein contained.

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

30



G. Otis,  
In Chief.

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

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

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

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



25.  
S. Otan,  
In Chief.

10 Municipality of Richmond is for the nominal sum of \$5.00 per annum. It is for an indefinite term, cancellable on notice from the Municipality if and when they desire to use the street. The lease from Bowditch is at the rate of \$52.00 per month and the lease renewal expires on December 31, 1942. Two of the buildings erected on the wharf have been leased to F. A. Gosse of Seattle, who is operating here under the name of the National Fisheries Limited. This company is now desirous of obtaining a lease of all the properties from the River Fish Company Limited and I am advised that Bowditch will grant a lease extending one year beyond the duration of the war, so that the River Fish Company Limited can negotiate a lease with the National Fisheries Limited for the remainder of the buildings for the duration."

20 I might state that attached to this report was a Statement of Assets and Liabilities of the River Fish Company, dated May 10, 1942. There is no question but that the Custodian received it - yes, this report mentions that it is enclosed, so that the Custodian's representative appears to have reported in June of 1942 that Mr. Bowditch was quite prepared to give a longer term lease on certain conditions.

Q There is a certain document which I have here, which I can identify, can you identify this document, Mr. Otan?

A This was prepared by Mr. Gosse and was sent to me to be signed, but I do not remember signing the document.

Q This was sent to you by the Custodian, was it?

30 A I think that is the document that Mr. Gosse brought



G. Otan,  
In Chief.

with him.

Q What do you mean "brought with him," where did he bring this? A I think this was before evacuation.

Q This is a copy of agreement which was February 1943?

A Maybe it was sent to me.

Q In any event, you have had this in your possession for some time, have you? A Yes.

MR. CHERNIACK: This is a copy of an agreement, your honour, which purports to be between Bowditch, River Fish Company and Gosse, dated February 1943, no date shown, and it purports to have been signed by Gosse. When I saw that the typing would indicate it was signed by Gosse and witnessed by Mr. MacDougall. I asked my learned friend if he has the original, or copy, and he doesn't have one, but he does have one which appears very similar made between the Custodian and the Executors of the Estate of Bowditch and Gosse, and a quick glance would show it is a very similar sort of document. We don't know if it was signed and that we will find out later, whether or not it was signed by the Custodian. I think we can mark it as Exhibit "D" for Identification.  
(Copy of Agreement, "D" for Identification.)

MR. CHERNIACK: I might say that the disposition of some of these buildings appears to tie in with the disposition of the furniture and fixtures and possibly the Commissioner will have to consider the whole thing as one.

THE COMMISSIONER: Fixtures and stock in trade?

MR. CHERNIACK: No, furniture and fixtures of the business, but in order for the Commissioner to have all the facts we can give him on behalf of the River Fish Company



G. Olen,  
In Chief.

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

THE COMMISSIONER: What is the date of that?

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

10

(COURT ADJOURNED 12:55 P.M.)

(COURT RESUMED 2:00 P.M.)

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

THE COMMISSIONER: Original or copy?

MR. CHERNIACK: This is a copy.

THE COMMISSIONER: How can it go in?

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

20

(Report, "F" for Identification.)

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

20



J. Oten,  
In Chief.

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



J. Olan,  
In Chief.

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

MR. CHERNIACK: And my learned friend has also produced a copy of the letter from the Custodian to the executors of the estate, dated January 14, 1944, which reads:  
Re: Lease-River Fish Company Ltd., Lot 1, Block 1;  
Lot 1, Block 2, both in London Townsite, Steveston.  
On behalf of the River Fish Company Limited, the Custodian, pursuant to the terms of the lease on the above mentioned property, hereby gives you notice that the option to renew the said lease is hereby exercised.  
Dated at Vancouver, B. C. this 14th day of January, 1944."

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

THE COMMISSIONER: Yes.

(Two original letters and one copy of letter.  
EXHIBIT 9.)

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



2. Oten,  
In Chief.

the computation of the claim and indicates that the original amount claimed was in error in addition, and that instead of \$3,376.20 shown in the claim the correct addition would have been \$4,096.20. He reduces that sum by \$120.00 and gives the explanation for that. The net amount would then be \$3,966.20. Now, we now find that this represented the cost price of the furniture and fixtures and the value should be depreciated for the purpose of computing the fair market value. The claimant indicates that in his opinion the total value would be about \$2,500.00 at date of sale. In other words, he is depreciating these goods to the extent of over \$1,400.00. He indicates also that the Canadian's sale price was \$1,662.00. I think my learned friend would want to file his Analysis of this portion of the claim, which I will file on his behalf as Exhibit 9.

(Analysis, EXHIBIT 9.)

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

THE COMMISSIONER: Yes.

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

THE COMMISSIONER: Here is your furniture and fixture list.



G. Otsu,  
In Chief.

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

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

20 Now, where were these tools?

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

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

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

A Yes.

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



G. Otan,  
In Chief.

Q With the other tools? A Yes.

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

MR. CHERBLACK: Your honour will note---

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

MR. CHERBLACK: Yes, and he says they were not in the truck,

they were in the warehouse. Now, your honour will note

there is mention here of the Mimeo Duplicator sold at  
the director's price. We have checked on that with the

director, or somebody else but Mr. Otan, and that is  
correct and we have reduced our claim. There was also

a Champion Scale which was shipped to Mr. Otan and we

withdrew that, and right after that there was a water  
pump mentioned as being a possible fixture. I checked

and found it was and we withdrew that. These three

items make up the total for which we reduced the cost  
price of the goods. Your honour will note that few items

were sold by auction, or tender, most of the goods were  
sold to Mr. Gense for \$1,400.00 and a number of the

goods are shown as "Not accounted for, etc." This sale

to Gense was one that was made in the face of the

witness' objections. The negotiations were rather

lengthy and they were pretty well all carried on by

letters and I really feel that the only way to present

all the facts properly to the Commissioner is to file

the documents. Now, they are a fairly large bundle,

especially when you make up a list.

THE COMMISSIONER: What are they, letters?

MR. CHERBLACK: Yes, in the main, but in this case they are

all copies and they will all have to be filed as we have



B. Oten,  
In Chief.

filed these other exhibits for identification.

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

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

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

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

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

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

THE COMMISSIONER: What do you want to do?

MR. CHERNIACK: Just identify them as I have the others.

20 I would like to make it clear, this is a file of the Custodian's office in Vancouver. Nobody here is at fault for this. The originals are not here and they are in the Custodian's possession and it is difficult, I realize, but it is one that is not caused by Mr. Ferguson or myself. This sale to Gosses apparently involved a deal with the buildings and the Custodian's statement in the Analysis that these goods were sold to Gosses for \$1,400.00 doesn't mention it, but I think all the documents when filed will disclose that there was a deal included in that relating to these buildings for  
30



G. Oton,  
In Chief.

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

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

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

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

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

MR. FERG: Yes.

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

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

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

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

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

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



G. Otta,  
in Chief.

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

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

MR. CHERNIACK: Are you sure they came together?

MR. FERG: Yes.

BY MR. CHERNIACK:

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

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

Q And was this also sent, do you remember? A Yes.

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

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

THE COMMISSIONER: Yes, I think so.

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

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



G. Osen,  
In Chief.

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

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

MR. FERG: No.

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

THE COMMISSIONER: Yes.

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

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

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



G. Otis,  
In Chief.

10 Attention Mr. S.D. Wilson. Re River Fish Co.,  
Steveston, B.C. Dear Sir:- I have been advised  
by your Mr. Wilson, that my offer of January 18th to  
sell the above equipment and chattels on behalf of  
your office has been accepted. In accordance with my  
offer I am enclosing my check for \$350.00. As all  
of these chattels are not under my control, this  
check is tendered to your office on the definite  
condition that you guarantee peaceful possession to  
any, and all purchasers, and meanwhile accept the  
responsibility for these chattels until delivered  
to me, pursuant thereto, if any legal entanglements  
should ensue, either in regard to the delivery of  
said chattels, or claim for damages as a result of  
breach of agreement of sale, it is to be understood  
that I am in no way responsible for same. If these  
terms are not acceptable to your office, my check is  
to be returned to me within five days, and arrange-  
ments automatically determined. I remain, Yours  
20 truly, "J.W. Anderson".

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

Q Do you remember sending this letter? A Yes.

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

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

MR. CHESWICK: If I could commence another bundle as  
Exhibit "Q" there will be a letter from the Custodian  
to Anderson, dated February 6, 1943, and a letter  
30 from the Custodian to Mr. Otis, dated March 2, 1943.



G. Otan,  
In Chief.

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

A No, I never signed it.

MR. CHERNIACK: That completes Exhibit "G".

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

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

(Leave, EXHIBIT 15.)

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



G. Stan,  
In Chief.

10 whether this represents an appraisal. I should say, for your honour's sake, the last two letters referred to request for an appraisal of his furniture and fixtures and the last letter, or reply, which mentions very few of the items listed in the inventory were found, and he mentions the items which he couldn't find and checked the chattels he did find, but I do not see a total given as to what the appraisal is, although on this copy of the inventory there is all sorts of figures and pencilled notations and at the very bottom corner, at the final page, is a pencilled notation \$410.00. Well, it will be up to the Custodian to advise us as to what that appraisal was. I just want to make a short comment about these documents.

MR. FERG: Is that all the documents?

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

(Documents, EXHIBIT "H" for Identification.)

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

THE COMMISSIONER: What he is?

MR. CHERNIACK: Yes, what his business is.

THE COMMISSIONER: Manufacturers' Agent and Distributor.

30 MR. CHERNIACK: Well, Anderson guarantees that the sale of these goods, if sold by him, will net \$350.00 and



G. Otis,  
In Chief.

considerably more. When he says, "net", I think he  
undertaken to make a charge of twenty per cent of the  
sale price and it will net \$850.00 and considerably  
more, and then indicates that this doesn't include  
the number of items which he lists and which he shows  
are worth \$900.00. According to that letter, the  
valuation is \$1,750.00 and considerably more. I am  
quoting these words, "and considerably more." Another  
letter on the file was a letter from the Custodian to  
Mr. Otis, January 19, 1943, one day later, where they  
told Mr. Otis that Mr. Anderson expects to net around  
\$1,050.00, which, when added to the \$900.00 mentioned  
by him, comes to \$1,950.00. On January 25, 1943, his  
letter, which I have indicated should be filed, from  
the Custodian to Wyness, saying that Anderson expects  
to net \$1,100.00--- Well, that brings us to the round  
total of \$2,000.00. Apparently something went wrong  
there because Mr. Gorse refused to release certain of  
the fixtures, claiming they were part of the lease,  
claiming they were attached to the building, and  
eventually we find the Custodian making some sort of  
a deal with Gorse. Now, this file doesn't indicate the  
basis for this deal they made with Gorse, doesn't show  
why the figure wasn't \$1,500.00 or \$1,200.00 and we  
are completely in the dark as far as that is concerned.  
Nor does the file show what the Custodian did to try  
and check as to whether or not Gorse was right in  
saying that these items were part of the building. It  
should be indicated that amongst the letters which are  
to be filed, are definite statements made by Mr. Otis,



G. Otis,  
In Chief.

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

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

A Yes, it was very easily removed.

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

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



G. Otis,  
In Charge

behalf I will file same as Exhibit 16.

(Analysis, EXHIBIT 16.)

MR. CHERNIACK: Your honour will note that the Analysis shows figures opposite each item. These figures are taken from the original stock sheets and are the retail prices for these goods. Now, Mr. Otis sets out in Exhibit 1 that their mark-up was seventeen per cent. I do not know if it needs to be gone into, but I understand the mark-up was fifteen per cent and two per cent for freight, or something, so that we are able to compute the cost price of these goods from the selling price which we have here. Now, I think a note of explanation should be made as to the method in which the original claim was made for stock, because it was made mathematically wrong and I think we ought to show it. The total of the stock was \$1,976.68 and Mr. Otis, or someone else, at the date of evacuation, knowing that the mark-up was seventeen per cent, took seventeen per cent of the sales price and deducted it from the sales price of \$1,976.68 and came to the conclusion that the balance, which was the figure for which we originally claimed \$1,657.16, was the cost price. Now, that is incorrect, because the seventeen per cent is added to the cost price, it is not subtracted, and therefore he deducted more by the extent of the mark-up itself. So that the proper way to figure it would have been actually to divide the selling price by 117 and that will give the right answer. In any event, I have done so and have computed the correct cost price at \$1,590.00 after I deducted the sales value of the goods



44.  
G. Otan,  
In Chief.

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

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

MR. CHERNIACK: Yes, it is \$729.81, the figures were reversed. Thank you, Mr. Ferg. As I was saying, the correct selling price of these goods is shown in the Analysis as \$1,860.00. Figuring on a mark-up of seventeen per cent, the cost price of the goods, which would have sold for \$1,860.00, is \$1,590.00 and that then is the cost price. Now, Mr. Otan mentions here that he authorized the sale of this stock by the Canadian Credit Men's Trust at fifty cents on the dollar as a bulk sales price. It is obvious some goods would be less than fifty cents and some more, therefore it becomes simply a matter of calculation that the goods should have been sold for half of \$1,590.00, or \$795.00, and the gross sales price was short of that amount.

Now, as to the trucks, there are two of them and Exhibit 1 itemizes them, showing what he paid, or what the River Fish Company paid, for the two trucks, both by way of trade-in and cash. I am formally asking my learned friend to produce the Royal Canadian Mounted Police receipt and appraisals, but I do not think he has them.

MR. FERG: I have copies only.

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



G. Otsu,  
In Chief.

and considered that he was getting a fair market value and therefore signed the transfer papers. I am asking that the correspondence leading up to that should be filed. Now, here again I don't think my learned friend has it, but I could indicate what letters there are and possibly mention them to read into the record. There is a letter from the Custodian to Mr. Otsu dated September 2, 1942, advising them they have an offer of \$325.00 and asking that the transfer papers be signed. I think this should be noted as Exhibit "I".

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

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



G. Otis,  
In Chief.

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

BY MR. CHERNIACK:

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

A Yes.

MR. CHERNIACK: Our contention is, and it is obvious, he didn't agree to that price, he just acceded to the Custodian's request to complete the Custodian's papers. It seems at that date he was much more ready to sign than he was later on when he felt things were going too badly. In connection with the other truck, there is no mention of the sale being made by the Custodian without obtaining signatures on the transfer papers. The one shows the price paid and valuation and the claim that is made here is for the exact amount shown on the Statement of Assets and Liabilities. In view of the fact that fair market value estimated by the witness is \$2,550.00, he is showing the exact amount of the book value. In connection with the general evidence which is being given now, I find some very illuminating and I would like it to go into the record. The file which I was given by the Custodian shows all the bids made for this first truck, which is a 1941 International Truck, which was apparently one year old at the date when the bids started to come in. The bids are all dated from July 22nd, July 24th, and on during the month, or the end of July 1942, and we find a bid here for \$236.00 and this is a 1941 International Panel Truck. Along with that bid was a bid made on seven other vehicles and the bid was made by Frank Berto and it is shown that this



G. Olsen,  
In Chief.

copy, which is on my file, was taken from original file 348 and it would be of interest to me, and much more than casual interest, to know if Bertie ever bought anything from the Custodian, because if he did at this kind of price, it would be easy to trace all further sales. But these bids indicate the low type of bid that was made especially for vehicles and especially in view of this late model. The appraised value, according to the Custodian's memo, is \$925.00, but the sales price was \$875.00, or \$50.00 less. When the Royal Canadian Mounted Police receipt is filed it will be found that this truck is shown as "good" and the mileage shown is 6,986. The other truck was sold for \$625.00, which was the appraised value. The Royal Canadian Mounted Police Report indicates good and the mileage is 30,215. That seems to be all.

CROSS EXAMINATION BY MR. FERG:

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



G. Otis,  
Cr. Exam.

10

20

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

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

30 A Yes.



G. Otta,  
Gr. Exam.

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

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

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

Q Who was the secretary of your company?

A T. Mineoka.

Q And your treasurer? A H. Okamoto.

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

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

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

Q The minute book? A Yes.

Q What about your inventory book and your stock book?

A No, we never had any inventory books.

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

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

A It might be in the ledger.

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

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

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



G. Otis,  
Ct. Clerk.

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

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

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

Q And you kept your books there? A Yes.

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

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

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

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

Q Have you any access to the safe now?

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

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

Q Have you any idea what happened to those things?

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

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



G. Otis,  
Gr. Exam.

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

A Yes.

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

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

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

10 A Yes.

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

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

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

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

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

20

BY MR. FERG:

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

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

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

A Yes.

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

30



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

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

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

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

Q Did you allow for depreciation? A No.

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

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

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

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

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

30 Q And you say that you valued your furnishings and



fixtures at a lump sum of \$2,000.00?

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

Q That was okayed by him? A Yes.

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

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

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

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

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

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

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

A Yes.

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

Q And the Fraser River is a navigable stream?

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

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

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

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



54.  
G. Otis,  
Cr. Exam.

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

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

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

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

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

MR. CHAMBLISS: He didn't itemize them.

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

BY MR. PERG:

Q Those were not included in the inventory to Anderson?

A No.

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

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

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

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

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

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



A Yes.

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

Q Did you have a hired driver? A Yes.

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

Q But he was using it rough? A No.

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

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

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

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

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

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

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

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

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

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



G. O'NEAL,  
EX. EXAM.

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

Q They were regular employees? A Yes.

Q Their wages would be entered into the books?

A Yes.

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

10 Q Can you tell us how old those buildings are?

A The two-thirds that was added to the main warehouse, one-third was done in 1931 and the other third in 1935.

Q And the store and office was built when?

A I think around 1935 or 1936.

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

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



St. Olan,

I wasn't aware of and there are possibly additional details in the file of which we are not aware, and that being the case, I would like it recorded, and possibly Mr. McMaster, or whoever will be handling it, may request additional information from the master file, or any other file the Custodian has, and that is the reason I am mentioning it now.

THE COMMISSIONER: All right, witness.

(PROCEEDINGS ADJOURNED SINCE DUE)



88.  
Certified to be a true and accurate transcript.

*Mark H. France*

MARK H. FRANCE, Sr.,  
OFFICIAL REPORTER.

CERTIFICATE

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

*J. G. Kennedy*

SUB-COMMISSIONER.



## DEFENCE BRIEF

Genj1 OTSU  
File 4584  
Case 947

REAL PROPERTY

EST. VALUE  
3500.00

APPRAISED  
1721.

WITNESS: F.H. Coulthard

SOLD FOR  
2000. (Cat. 791)

## ASSESSED 1943:

Lot 5  
6)  
7)

| Land | Imp.  |
|------|-------|
| 90.  | --    |
| 180. | 1420. |
| 270. | 1420  |

TAXES \$21.56 plus \$1.50 Dyking Charge

Coulthard appraised property 17 Apr 44  
\$1721.00 -- Land 275. House 1446.

## OFFERS TO PURCHASE:

|        |         |       |
|--------|---------|-------|
| Struck | 14/8/44 | 1725. |
| Leslie | do      | 1725. |
| Struck | 17/8/44 | 1850. |
| Leslie | 18/8/44 | 2000. |

Adv. Comm. approval 23/8/44 to Leslie for \$2000.00

Claimant bases valuation on \$85.00 @ for 3 lots plus house built 1936 at cost of \$3500.00. Also included is the extensive garden created by him. Claimant's counsel uses Coulthard's appraisal to substantiate Claimant's estimate of value.

Appears to be merely a question of value.

PERSONAL PROPERTY

Nets, lines etc to :  
est. value \$1323.00:

a) EST. VALUE \$875.00 -----

b) EST. VALUE \$448.00

6 nets were declared, no values being given. File reveals one pc line sold for \$20.00. No information whatsoever in re the balance -- whether found, inventoried, credited to another person etc.

## DECLARED, NOT FOUND

Nets, lines, corks etc to value 448.00 not declared until practically a year after evacuation. Upon Claimant's advice Cstdn., Cstdn representative visited premises of Scottish Canadian Cannery where they were stated to be, and could not find any trace of same.

Claimant's own net list states these etc to have been left in his own care himself to be in possession of the key to the premises. Some nets Homemade.

NOTE: Scottish Canadian Cannery is situated at the mouth of the Fraser River in a very inaccessible spot.

Cstdn. should not be responsible in any way for this group.

Exh. 15 d/29/3/43

WITNESS: C.C. Robinson



7 Feb 49

Personal Property (Continued)

SEE PAGE 17 LINE 16 to PAGE 18 LINE 2 RE CREDIBILITY OF CLAIMANT.

c) H'hold goods to value \$967.95

SOLD FOR \$590.55

WITNESS: Wills )  
Harris ) Staff

All items comprising this amount were sold at auction. Merely dispute as to FMV having been obtained.

d) H'hold goods to value \$100.00

NOT SOLD

WITNESS: Harris (Staff)

3 pc Linoleum \$90.  
Table lamp 5.  
Curtains 5.

Claimant gives evidence that Linoleum was removable at date of evacuation, not having been nailed or glued to the floor. (P.13 L.14)

No record on file as to why not removed for auction.

As Claimant leased house to Bolderson and linoleum noted on lease inventory, Cstdn must admit knowledge of its existence.

TABLE LAMP also noted on lease. No further record on file as to disposition.

CURTAINS (for one front room) are noted on lease inventory. Cstdn file does not provide information re disposition -- they might have been left in the house at date of sale or could have been worn out and discarded by Claimant's tenant.

e) H'hold goods to value \$100.00

SOLD (?) FOR \$8.20

Kitchenware \$100.

Claimant hid these items in wall of house. Wrote Cstdn 29/9/44 (Exh.17) in re same -- first knowledge of existence for Cstdn.

Pencilled note on Exh. 17 states "No trace of most. All good items gone".

Cstdn should submit that those items found were sold for \$8.20 by auction at a fair market value, and those items not found were lost due to the actions of the Claimant and therefore are not a responsibility of the Custodian.

Harris (Staff) did not inventory just what items he found, and would of necessity have to be a personal witness as to proportion found.

.....

REAL PROPERTY: Witness - Coulthard

"Submitted that the real property was sold at its fair market value"

PERSONAL PROPERTY "...that the articles of chattels were sold at their fair market value. It is also submitted that in this case, this property being rented along with certain chattels and equipment, that the property was in the custody of persons other than the Custodian and that if the property had depreciated in value, or if anything had been lost and not accounted for, then this happened while it was in the custody of persons appointed by the claimant other than the Custodian"

WITNESSES: Nets -- C.C. Robinson +  
H'hold. -- Harris and Wills.



Name of Claimant OTSU, Genji

Case 947.00

Custodian File 4304

| <u>REAL PROPERTY</u>                 |                                     |                                                                        |                                   |                                                                           |                                                                |                                                                            |                                        |                                                        |                             |         |
|--------------------------------------|-------------------------------------|------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------|-----------------------------|---------|
| Greater Vancouver                    |                                     | Rural (except V.L.A.)                                                  |                                   |                                                                           | V.L.A. (except Mission Village)                                |                                                                            | V.L.A. Mission Village                 |                                                        | Total                       |         |
| Sale Price                           | 5% thereof & 12.50                  | Sale Price                                                             | 10% thereof                       | Charges 12.50 & Comm.                                                     | Sale Price                                                     | Total Award 80% of all Sale Prices % of Amount Total                       | Sale Price                             | Total Award 125% of all Sale Prices: % of Amount Total |                             |         |
|                                      |                                     | 2000.                                                                  |                                   | 200.00                                                                    |                                                                |                                                                            |                                        |                                                        |                             | 412.50  |
| <u>PERSONAL PROPERTY</u>             |                                     |                                                                        |                                   |                                                                           |                                                                |                                                                            |                                        |                                                        |                             |         |
| Motor Vehicles                       |                                     | Boats and Boat Gear                                                    |                                   |                                                                           |                                                                |                                                                            |                                        |                                                        |                             |         |
| Sale Price                           | 25% thereof                         | Sale Price                                                             | Nelson Bros. 23.5% of Sale Price  | Other Sales 28.5% of Sale Price                                           | Equipment charges paid to purchasers in error. Repay to owners | Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing | 45% of amount in next preceding column |                                                        |                             |         |
|                                      |                                     |                                                                        |                                   |                                                                           |                                                                |                                                                            |                                        |                                                        |                             |         |
| <u>NETS</u>                          |                                     |                                                                        |                                   |                                                                           |                                                                |                                                                            |                                        |                                                        |                             |         |
| Total award for Nets plus Sale Price |                                     | Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing |                                   | Percentage Total Award to Total Claim                                     |                                                                | Claim for Nets Sold Declared Not Found, & Recorded Now Missing             |                                        | Apply % ratio to Claim                                 | Deduct Custodian Sale Price |         |
|                                      |                                     |                                                                        |                                   |                                                                           |                                                                | 40.00<br>1183.00                                                           |                                        | 856.10                                                 | 20.00                       | 856.10  |
| <u>MISCELLANEOUS CHATTELS</u>        |                                     |                                                                        |                                   |                                                                           |                                                                |                                                                            |                                        |                                                        |                             |         |
| Claim for goods Sold By Auction      | Sale Price of Goods Sold By Auction | Rebates of charges 30% of Sale Price                                   | Ratio in % of Sale Price to Claim | Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid | Applica- tion of % ratio to amount in next preceding column    | Sale Price of goods Sold by Tender                                         | 12% of Sale Price                      |                                                        |                             |         |
| 1067.95                              | 598.75                              |                                                                        | 56.06%                            | 100.00                                                                    |                                                                |                                                                            |                                        |                                                        |                             |         |
|                                      |                                     | 179.68                                                                 |                                   |                                                                           | 56.06                                                          |                                                                            | 235.68                                 |                                                        |                             |         |
| TOTAL RECOMMENDATION                 |                                     |                                                                        |                                   |                                                                           |                                                                |                                                                            |                                        |                                                        |                             | 1484.28 |



4584

October 31st, 1950.

Mr. Genji OTSU,  
c/o Nelson Bros. Fisheries,  
Steveston, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 947

We have received from the Co-Operative Committee  
on Japanese Canadians, our form of Release which has been  
executed by yourself covering the award recommended under  
the above Claims Commission for the sum of ... \$1,484.28.

Cheque in your favour is enclosed for \$1,433.42  
and we have paid the Co-Operative Committee .. \$ 50.86  
for legal fees as authorized by you.

Yours truly,

FCS/js  
1 encl.

F.G. Shears  
Director