1372

Hastings Park FILE No. 137

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.

EXHIBIT No. 379-7 DATE FILED 11 mar 1948 Tom Shoyama

PERSONAL INFORMATION

NAME: MATSUMOTO Ichijuro

HOME ADDRESS: 225 - Ist Avenue East Prince Rupert. B.C.

REGISTRATION NUMBER I04II SEX: Male AGE: 48

OCCUPATION: Boat Builder

(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: None. (owns the business)

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Masa MATSUMOTO

ADDRESS OF WIFE OR HUSBAND: 225 - Ist Avenue East. Prince Rupert. B.C.

NAMES OF ANY LIVING CHILDREN: Judo (M) I5

Itsuo (M) I3

ADDRESS OF CHILDREN: 225 - Ist Avenue East. Prince Rupert. B.C.

AGE OF CHILDREN: I5 , I3, respectively

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

1. LOCATION AND DESCRIPTION: A. 84 feet water-frontage. on Cow Bay Prince Rupert. B.C. rented from the City of Prince Rupert @ $20.75 per month.

B. Lot.32.Block I7. Section I. Map 923 on the City of Prince Rupert.B.C. Title in owner's possession.

2. BUILDINGS AND OTHER IMPROVEMENTS: A. Boat building shop - 45feet by 84 feet, built by Mr. Matsumoto on rented property marked (A), and valued at $5000.00, including labour and materials.

B. II roomed frame house on property marked (B) valued at $3600000, being $3000.00 for house and $600.00 for the lot. This house is now rented for $35.00 a month to Mr. Clarence Watson c/o Helgerson Real Estate.Pr.Rupert.B.C.

3. INSURANCE (Give particulars; state where policies are) House to be covered by insurance by Helgerson Real Estate.Prince Rupert, who is looking after the renting of the property.

4. TAXES (Amount and where payable) I94I taxes. amount 42.66 paid to City of Prince Rupert. B.C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) "Self"

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: in owner's possession

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none

9. IF FARM LAND STATE CROPS SOWN none

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Dwelling house. 225 - 1st Avenue East Prince Rupert. B.C.

2. LANDLORD'S NAME AND ADDRESS: own property. Mr.Ichijuro Matsumoto

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: none

4. STATE WHEREABOUTS OF LEASE: none

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) rented to Mr. Clarence Watson c/o Helgerson Real Estate. Prince Rupert. B.C. during owners absence.

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: none.

STATEMENT OF PERSONAL PROPERTY OWNED:

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

for list of personal effects etc, see back page....

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

MATSUMOTO Ichijuro
225 1st Ave., Prince Ruperts, B. C.

STATEMENT OF PERSONAL PROPERTY OWNED: (cont)

c. MONEYS OWING TO YOU:

Mr. Carl Bydgnes, owner of Halibut Boat "Robert B" Prince Rupert, B. C.	$ 200.00
Millard Packing Co., 4188 Marine Drive, West Vancouver, B.C.	48.05
P. Burns & Co., Prince Rupert, B. C.	10.50
Peter Haan, Queen Charlotte City, Queen Charlotte Island, B.C.	1559.09 x

x This figure $1559.09 will be less the account payable by Mr. Matsumoto for finishing of contract which is being undertaken by workmen in Pr. Rupert, under direction of: Mr. Peter Haan.

LIABILITES

2. TRADE DEBTS:

B. C. Fir and Cedar Co., Vancouver, B. C.	$1823.74
J. Fyfe-Smith, Co., Vancouver, B. C.	982.03
Telegraph Cove Lumber Co., Telegraph Cove, B. C.	377.40
Love Electric Co., Prince Rupert, B. C.	2.43
Shenton's Sheet Metal Works, Prince Rupert, B. C.	2.20
Bank of Montreal, Prince Rupert Branch, (Overdraft)	400.00
Mr. Dwyer Brown, Skidegate Mission, Queen Charlotte Island, B. C. $1000.00	1000.00 x

REMARKS:

x Mr. Dwyer Brown paid Mr. Matsumoto $1000.00 to build a boat. Some of the lumber purchased for this boat is shown included under heading of "STATEMENT OF PERSONAL PROPERTY OWNED" A. (BOAT HOUSE)

As the contract has not been started Mr. Matsumoto has included the lumber in his list of personal property and wishes to return to Mr. Dwyer Brown the $1000.00 deposited with the hopes of resuming the contract at a later date.

Registered by Custodian

FORM "JP"

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: none

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
2 $50.00 Victory Bonds (1951 Maturity) Serial #K4-H252686 Nos. #K4-H252695 } In owners possession.
11 $ 5.00 War Savings Certificates.

8. BANK ACCOUNTS: Bank of Montreal, Prince Rupert, B.C. (Over-draft, see Liabilities.)

9. LIFE INSURANCE: Sun Life Assurance Co. of Can., Vancouver, B.C. $1000.00
Policy #659039 Beneficiary(wife) Masa Matsumoto.

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: See list attached for particulars.

REMARKS: See attached list for information regarding unfinished contract.

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 25th day of March. 1942.

(Signature) Daijuro Matsumoto

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date 15/9/42

Our File No. 1372

Full Name MATSUMOTO, Ichijuro (Mr.)
(Surname in Block Letters)

Registration No. 10411 Male - Female (check) Age May 9, 1894

Former Address 225 - 1st Ave., Prince Rupert, B.C.

Date Evacuated May 6/42. Naturalized - Canadian-Born - National (check)

Present Address Slocan, B.C.
7/4/47 = R.R. #1, Nelson, B.C.

Married - Single (check) Name of Wife see HONMA, Masa - 10504

Name of Husband

Name of Mother Sayo Name of Father Denkichi - Dec'd

Names of Children under 16 Judo (M) - 22/5/26.
Itsuo (M) - 9/9/28

Requested by C. Girard Registered with Custodian Yes (Yes or No)

Additional Information Boat Builder - 1 house & lot - boat shop.

MESSUAGE TENURE PROPERTY

Cat. No.: Spec. Ad. (May 29/44). File No. 1372.

Name: Ichijuro MATSUMOTO. Reg. No. 10411.

Address: Cow Bay, Prince Rupert, B. C.

Legal Description: Boat Building Shed, on Land rented from The City of Prince Rupert @ $20.75 per month ground rent. Reduced to $10.00 per month (see City's letter Jan.1/43).

Classification: Boat Building Shop.

Registered in the name of: (THE CORPORATION OF THE CITY OF PRINCE RUPERT).

State of Title: None.

Sold to: ANTHONY P. CRAWLEY AND STEN DIDRICKSON for $2,210.00 ($1,005.00 Cash (July 28/44), balance $1,205.00, under Agreement for Sale dated April 2nd, 1944. Final payment received June 21st, 1946.

Title delivered to new Registered Owners on: None.

Initial payment ($1,005.00) credit to Ichijuro MATSUMOTO'S account on: July 28/44.

W. H. Shortridge Appraisal (1944):

Building	$1,800.00
Equipment	400.00
	$2,200.00

Insurance: Transferred to Purchasers (Nov. 6, 1944).

Chattels: Equipment included in sale of Building.

Administration: This Boat Building Shop consisted of a well-constructed main building approximately 80 feet long with side sheds, the sheds being fitted with shelving, lockers, and storage facilities. Equipment consisted of Boiler, Steam box, Shafting and Pulleys, 5-H.P. Motor, 36" Bandsaw, etc. This property was rented from June, 1943, to the ultimate purchasers at the nominal rate of $30.00 per month.

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

7th April, 1949.

RGB/P.

REAL PROPERTY SUMMARY

File No. 1372. Cat. 726.

Name: Ichijuro HATSUMOTO. Reg. No. 10411.

Address: 225 First Avenue East, Prince Rupert, B. C.

Legal Description: Lot 32, Block 17, Section 1, City of Prince Rupert, Map 923.

Classifications: 11-room Frame Dwelling on City lot.

Registered in the name of: Ichijuro Philip Hatsumoto. C/Encumb. May 14/43.

State of Title (29280-I): Clear.

Sold tax } UNSOLD (Mar. 18, 1949).
As at: }

Assessed value (1943) - Land	$ 435.00	
Imp.	$1500.00	$1,935.00
Taxes (1943)		$ 59.25
Assessed value (1948) --Land	$ 430.00	
Imp.	$1420.00	$1,850.00
Taxes (1948)		$ 80.39

Appraised (April, 1944)	$2,500.00
Re-appraised (August, 1945)	$2,300.00
Re-appraised (December, 1946)	$1,900.00

Administration: In addition to Catalogue and Agent's advertising, special efforts were made to find a purchaser for this property, to enable us to liquidate the heavy debts carried in this file. We were unsuccessful in spite of the favourable market created by the acute war-time housing shortage in Prince Rupert, although this situation made possible continuous rental at $21.50 per month.

See over for extract of appraiser's report (Dec. 27, 1946), and Agent's comment on cash offer of $1800.00 received in September, 1947 - which was passed on to, and rejected by, Mr. Hatsumoto.

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

18th March, 1949.

RGH/P.

PROPERTY "A"

9/7/46

File No. 1372.

Name. Ichijuro MATSUMOTO. Reg. No. 10411.

Property Address. 225 First Avenue East, Prince Rupert, B. C.

Legal Description: Lot 32, Block 17, Section 1, City of Prince Rupert, Map 923.

Classification. 11-room, frame house.

SOLD

SUMMARY TAKEN FROM VESSELS RECORDS

Date: July 12, 1944

Name: MATSUMOTO, Ichijuro Reg. No. 10411 File: 1372

Boat File No.:	JFVDC 907
Name of Vessel:	"Queen Bee" 28'x8'x3', Chrysler 78 HP (1941)
Lic. or Reg. No.:	Prince Rupert 1388 (or 1368)
Naval No.:	None
Owner's Valuation:	$1,500.00
JFVDC Valuation:	None
Custodian Valuation:	None
	LLOYD'S VALUATION
Date of Sale:	Requisitioned - Invoiced August 12, 1942
Purchaser:	Dept. Munitions & Supply (Naval Service)
Signature on Sales Papers:	Sold by Matsumoto to Edward Lipsett Ltd., who in turn sold to Dept. Munitions & Supply
Selling Price:	$1,800.00 (an offer to sell at this figure was made to Navy by Matsumoto)
Paid to ~~JFVDC~~ Custodian:	1,800.00
Supervision Costs:	23.00 (Paid to JFVDC)
Balance due Owner:	1,777.00
Paid to:	Edward Lipsett Ltd. on February 4, 1943.
Location of Boat at Sale:	This vessel had been leased to the Navy by Matsumoto as a patriotic act at a rental of
Claims Against Canadian Govt.:	$1.00 per year.
No claims	After having leased the vessel to the Navy, Matsumoto sold the vessel to Edward Lipsett Ltd. for the sum of $1,534.75, made up of a debt of $1,409.75, plus a further credit of $125.00.
Additional Information:	On November 2, 1943, Edward Lipsett Ltd. paid to the Custodian the sum of $205.25 to cover a credit balance on their books in favour of Ichijuro MATSUMOTO.

FM

File 1372. Ishikawa HAYASHIDA Reg. No. 16413.

REVISED LIST OF CLAIMS REGISTERED AGAINST ABOVE EVACUEE

(1)	$1,823.74	B.C. FIR & CEDAR COMPANY as per list dated 30/11/1943	
	$ 30.65	Paid in August, 1942	
	$ 448.27	25% paid 6/12/1944, leaving balance of	$1,344.82
(2)	$ 982.03	J. FITZ-GUTH COMPANY, as per list dated 30/11/1943	
	$ 245.51	25% paid 6/12/1944, leaving balance of	$ 736.52
(3)	$ 377.22	TELEGRAPH COVE LUMBER COMPANY, as per list dated 30/11/1943	
	$ 94.30	25% paid 6/12/1944, leaving balance of	$ 282.92
(4)	$ 116.70	BANK OF MONTREAL, as per list dated 30/11/1943	
	$ 29.18	25% paid 6/12/1944, leaving balance of	$ 87.52
(5)	$1,080.00	DUTCH BROWN, as per list dated 30/11/1943	
	$ 270.00	25% paid 6/12/1944, leaving balance of	$ 810.00
(6)	$ 2.43	LOYD HEATHCOTE COMPANY, as per list dated 30/11/1943	
	$ 2.43	Paid in full 6/12/1944, leaving balance of	$ ——
(7)	$ 2.20	DOMINION'S SHEET METAL WORKS, as per list dated 30/11/1943	
	$ 2.20	Paid in full 6/12/1944, leaving a balance of	$ ——
(8)	$ 15.50	WORKMEN'S COMPENSATION BOARD, as per list dated 30/11/1943	
	$ 15.50	Paid in full 6/12/1944, leaving balance of	$ ——
(9)	$ 52.39	LINDSAY'S CARTAGE & STORAGE, as per list dated 30/11/1943	
	$ 13.10	25% paid 6/12/1944, leaving balance of	$ 39.29
(10)	$ 181.14	ESTATE OF J. A. BROWN, as per list dated 30/11/1943	
	$ 45.28	25% paid 29/12/1944, leaving balance of	$ 135.86
(11)	$ 203.53	VANCOUVER GENERAL HOSPITAL, as per list dated 30/11/43	
	$ 50.89	25% paid 6/12/1944, leaving balance of	$ 152.64
(12)	$ 3.00	DR. O. E. HARCOURT, as per list dated 30/11/1943	
	$ 3.00	Paid in full 29/12/1944, leaving balance of	$ ——
(13)	$ 214.37	DEPT. OF NATIONAL REVENUE, as per list dated 30/11/43	
	$ 214.37	Paid in full 4/12/1943, leaving balance of	$ ——
(4934.37)		Total outstanding today	$3,389.59

R. A. O. B.
31st DECEMBER 1944.

See memorandum Asst. Custodian July 17/45

1372 Drawing out.

CORPORATION OF THE CITY OF PRINCE RUPERT

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
APR 13 1942

file

PRINCE RUPERT, B.C.,
April 9, 1942.

Mr. C. L. Drewry,
Manager, Japanese Evacuation Section,
Department of the Secretary of State,
506 Royal Bank Building,
Hastings & Granville Street,
Vancouver, B.C.

Dear Sir: RE: ICHIJURO MATSUMOTO.

We have your letter of March 31st in regard to the property owned by the above named in this city.

Mr. Matsumoto has a water-frontage site on Cow Bay in Prince Rupert which he rents on a monthly basis at $20.75. He has no lease on this property. There is a building which I would value at $800.00 comprising a rough boat-building shed. His rent to the City on this property is ten months in arrears. Inside the shed is a band saw with pulleys and appertenances, which looks like a fairly good one; also a lathe. I am not qualified to make a valuation of these two pieces of machinery.

The house referred to is located on Lot 32, Block 17, Section 1. The assessed value of the land is $435.00 and the building $420.00. In regard to the building, I might say that recently quite an addition has been made to this, but for which no building permit was taken out, consequently was not included in the last assessment. The addition will, nevertheless, increase the v alue of this building which I would valuate now at $1500.00; with a total valuation of house and land of $1935.00.

The taxes on this property are paid up to December 31st, 1941. No tax rate has been struck yet covering the year 1942 by this City.

I trust this is the information you require.

Yours very truly,

A. Brooksbank,
City Assessor.

COPY

H. G. HELGERSON, LIMITED
Real Estate Brokers

P.O. Box 593,
PRINCE RUPERT, B. C.

Mr. S. M. Gibson,
Office of the Custodian,
Vancouver, B. C.

Dear Sirs-

Re: I. Matsumoto #1372

Replying to yours of the 15th inst., we will attend to the renewal of the insurance on the house belonging to above and rented to Mr. C. Watson, before the expiry date.

With regard to the boatshop the rate would be fairly high. The building is somewhat flimsily built and we rent when we can for moorage purposes. The rate would be $20.00 per thou. on building and $21.00 on contents. The building is worth not more than $800.00 at the outside, a valuation which had been confirmed by the City Assessor. The machinery still in the shop consists of power saws etc and is no doubt worth as much as the building, though we do not confess to knowledge of values of machinery. If you will confirm, we will write the policies.

H.G. HELGERSON, Ltd.

"N.E. Arnold"

1372

7th October, 1942

Messrs. H. G. Helgerson Ltd.,
Prince Rupert, B. C.

Dear Sirs:

Re: Ichijuro MATSUMOTO

Mr. Ichijuro Matsumoto registered his affairs with us on the 25th March last. His declaration states ownership of property as follows:-

64 ft. water-frontage on Cow Bay, rented from the City of Prince Rupert, on which is erected a Boat Building Shed which he values at $5,000.00.

A letter from the Assessor to ourselves states that he would value this property at $800.00 and he also mentions that inside this building there is a Band saw and tools etc.

Also Lot 32, Block 17, Sec. 1, on which is erected an 11 room frame house which Matsumoto values at $3,000.00 and $600.00 for the lot.

This we assume was the residence of Matsumoto at 225 1st Avenue East and which is now rented to Mr. C. Watson.

The Boat building business was carried on in the name of Matsumoto Boat Builders and was apparently owned by Ichijuro Phillip Matsumoto and Isamu Matthew Matsumoto.

In view of the apparent joint ownership of this property, the revenues from the two properties referred to above should be kept separate.

We notice that an item of $186.75 has been paid to the City to apply on arrears of ground rent in connection with the Boat shop water frontage.

We believe we recall you saying that you had instructions to make payments for this purpose from the revenues of both properties. In this connection have you any written authority from both of the partners to the Boat building business. Will you please send us a complete statement of receipts and disbursements for each property from the time of registration or perhaps from the 1st April.

Messrs. H.G. Helgerson Ltd.

1	Anvil	$25.00
2	Switch boxes (4 - extensions & fittings	75.00
1	Suitcase of tools	$200.00
1	Trunk of clamps, Electric Drill and Sander, Grinder, and small drill.	500.00
1	Trunk of Planes etc.	200.00
1	Box of tools marked "Yasumoto Matsumoto"	120.00
2	Boxes of tools marked "Hokawa"	?
✓ 1	Shaper	250.00
10	Long Clamps	100.00
3	Double Axes	4.00
1	Japanese Axe	5.00
5	Bandsaw blades	30.00
3	Crosscut saws	15.00

We have had several requests from Mr. Matsumoto to ship these tools to him at Slocan but until we are satisfied that his creditors can be taken care of we are not consenting to do this.

As discussed with you at Prince Rupert it may be necessary to dispose of some or all of the assets in order to straighten out his affairs.

Before giving you any definite instructions, we would be glad if you would report on the whole situation and give us your recommendation.

We are writing to Mr. Matsumoto to see if he would be willing to dispose of his house and use the funds towards payment of the debts on the Boat Building business.

We would suggest that you contact Dr. W.L. Kergin and check the actual inventory of what is in his possession and also obtain a list of all other material and equipment that is on hand.

A certain amount of household furniture has been shipped. The British Columbia Security Commission are now asking for his kitchen range to be sent to him and we think that this might be done. It is said to be stored with the Hyde Transfer Storage and this can be shipped to Mr. Matsumoto at Slocan City, charges collect.

We are enclosing herewith copy of a letter we have written to the B.C. Security and we are also sending you our Letter of Authorization regulation 6 Certificate appointing you

phone PAcific 7531

Green
out to phone

BRITISH COLUMBIA SECURITY COMMISSION

MARINE BUILDING

VANCOUVER, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 17 1942

Slocan City, B. C.,
November 13, 1942.

Your File No. 1372

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B. C.

Gentlemen: Mr. H. F. Green, please

Re: I. MATSUMOTO, #10411.

We have had some previous correspondence with you regarding the above man's tools and effects which were left by him at Prince Rupert. Your letter to us September 24th stated that your "representative has now left for Prince Rupert and we hope to have some news for you on his return". We have not heard from you yet as we expected but Mr. Matsumoto has been in to see us regarding a letter he received from Mr. F. G. Shears, dated October 7th, in which you state that there are outstanding liabilities of $4,609.06.

We have gone carefully into this matter with Mr. Matsumoto and have drawn up a rough statement of his accounts (as given by him) which we show below:-

Contract price on boat.....		$8,500
Extras.....		300
		$8,800
Advance at time of contract	$4,000	
Further advance at time of evacuation.....	1,500	
Estimate to complete boat..	500	
	$6,000	
Debts as per your list.....	4,609.06	$10609.06
This shows a balance due by Matsumoto of		$1809.06

(P.T.O.)

Sloocan,B.C.,

1777

Messrs.
Edward Lipsett,Ltd.,
68 Water Street,
Vancouver,B.C.

Att'n: Mr.W.E.Drake

File 1372
10411

Dear Sirs: RE: BOAT "QUEEN BEE"

Please present this letter to the Custodian of Enemy Property at Vancouver.

This will be their authority to pay over to you the amount of the cheque forwarded from Ottawa in payment of the boat "Queen Bee" formerly owned by the writer.

I understand this money has been deposited in the Bank to the Credit of the Custodian's office at Vancouver.

Yours very truly,

I. Matsumoto.

Ichiyuro Matsumoto, (Reg.#10411).

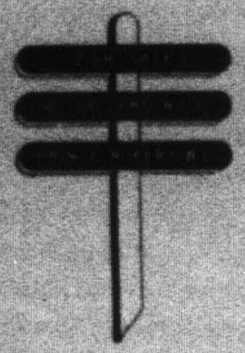
Wrote Mr. Matheson re your letter 27/4/43

6

Dec'd
Miscellaneous
& Surplus

18.00
23
1777

N. E. ARNOLD, MGR.
NOTARY PUBLIC



"A GUARANTEE OF VALUE RECEIVED"

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

H. G. Helgerson, Limited

Real Estate Brokers

SPECIALISTS IN CENTRAL AND SEMI-BUSINESS PROPERTY

We Sell Real Estate.
We Write Fire and Marine Insurance.
We have Apartments, Houses, Stores, and Offices for Rent and Want More.
We Deal in Mortgage Loans.
We Sell Timber Limits.
We do Conveyancing.

P.O. BOX 593
PRINCE RUPERT, B.C.

EVACUATION SECTION
Rec'd MAY 21 1943
File No.
Ans.
Referred

May 18th, 1943.

Mr. F.G. Shears,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Re: Matsumoto Boat-shop File # 1372.

Referring to our correspondence with you regarding renting the above, we communicated the contents of your last letter to the men seeking to rent the premises. They are most anxious to secure the premises and would buy if it can be arranged. They are A.F. Crawley and S. Didrickson, boatbuilders and have already commenced business in borrowed premises.

Mr. Didrickson knew Mr. Matsumoto personally and before evacuation started negotiations with him for the purchase of the premises. Matsumoto offered him the chance to buy at $750.00, but before anything could be settled Matsumoto left hurriedly. He was a National and as such was evacuated earlier than his family.

The two men are making the same offer i.e. $750.00 cash for premises as is, including the overhead bandsaw (incomplete) and have paid us the sum of $30.00 to be applied either as rent or on the purchase price.

Would you kindly contact Matsumoto and submit this offer. As you know the boatshop has been standing idle and has deteriorated.

Yours very truly,

H.G. HELGERSON LTD.

N. E. Arnold.

Manager.

NEA:JR

COW BAY PHONE BLUE 884

MATSUMOTO BOAT BUILDERS

I. P. MATSUMOTO, PROPRIETOR

BOAT BUILDING AND REPAIRING

EVACUATION SECTION
Rec'd JUN 9 1943
File No. 1373
Ans.
Referred Bell

[redacted] B.C.

SLOCAN CITY, B.C.
June 5th, 1943.

Administration Dept.,
c/o Mr. R.G.Bell,
506 Royal Bank Bldg.,
Hasting & Granville,
Vancouver, B.C.

Dear Sir,

On acknowledgment of your letter of May 24th instant. I wish to inform you that there must be some mistake regarding the sale or renting our premises as stated by Messrs. H.C.Helgerson Ltd.

I have not made any correspondence with you nor Helgerson LTD., regarding to the rental of the above. I do not know Mr. Didrickson or Mr. Crawley nor have made any deal with them. I am a naturalized citizen and not a national and have evacuated with my family.

I regret to ask where the offer of $750.00 was valued from. The shop has cost $3000.00 for material only and was valued at Helgerson's at $4000.00, and machinery at $3000.00. The band-saw and over-head pulleys and motor should be complete. If they wish to rent the same $30.00 per month plus the ground rent of $20.75, I will do so on rental bases.

I am not anxious to sell the shop for I wouldn't like to cause any inconvenience to my dealers for my liabilities which I have left behind. On account of the shortage of time about two weeks in completing the contract of the seine- boat, which was under construction when we were ordered to evacuate.

I wish to thank you for your kindness and also please advise Messrs. Helgerson.

Yours very truly,

I.P. Matsumoto Reg.#10411

I. P. Matsumoto

1372.

June 10th, 1943.

Messrs. H. G. Helgerson, Ltd.,
216 Sixth Street,
Prince Rupert, B. C.

Dear Sirs:

Re: Ichijuro MATSUMOTO - Reg. No. 10411.

Further to our letter of the 8th instant, we have now heard direct from Mr. Matsumoto, who writes as follows:

"On acknowledgment of your letter of May 24th instant. I wish to inform you that there must be some mistake regarding the sale or renting our premises as stated by Messrs. H. G. Helgerson Ltd.

"I have not made any correspondence with you nor Helgerson Ltd., regarding to the rental of the above. I do not know Mr. Didrickson or Mr. Crawley nor have made any deal with them. I am a naturalised citizen and not a national and have evacuated with my family.

"I regret to ask where the offer of $750.00 was valued from. The shop has cost $3000.00 for material only and was valued at Helgerson's at $4000.00, and machinery at $3000.00. The band-saw and over-head pulleys and motor should be complete. If they wish to rent the same $30.00 per month plus the ground rent of $20.75, I will do so on rental basis.

"I am not anxious to sell the shop for I wouldn't like to cause any inconvenience to my dealers for my liabilities which I have left behind. On account of the shortage of time about two weeks in completing the contract of the seine-boat, which was under construction when we were ordered to evacuate.

"I wish to thank you for your kindness and also please advise Messrs. Helgerson."

Can you explain the great difference between the value placed on the building by your prospective buyers ($750.00) and the declared cost to owner ($3000.00)? Also, are the band-saw, overhead pulleys and motor complete, as stated, and are they included in the cost of the building or do they form part of the machinery valued at $3,000.00?

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

N. E. ARNOLD, MGR.
NOTARY PUBLIC

"A GUARANTEE OF VALUE RECEIVED"

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

H. G. Helgerson, Limited

Real Estate Brokers

SPECIALISTS IN CENTRAL AND SEMI-BUSINESS PROPERTY

We Sell Real Estate.
We Write Fire and Marine Insurance.
We have Apartments, Houses, Stores, and Offices for Rent and Want More.
We Deal in Mortgage Loans.
We Sell Timber Limits.
We do Conveyancing.

P.O. BOX 693
PRINCE RUPERT, B.C.

June 15th, 1943.

File 1372.

EVACUATION SECTION
Rec'd JUN 17 1943
File No.
Ans.
Referred Bell
and Mr. Macpherson

Mr. R.G. Bell,
Administration Dep't.,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:-

Re: Ichijuro MATSUMOTO Reg. No. 10411.

Replying to your two letters dated June 8th and June 10th, 1943 re the renting of the boatshop belonging to the above, as you are probably aware this person has extensive liabilities to various persons in and around the city. We have been anxious to obtain some kind of income from this property for that reason. With regard to the offer of $750.00 for the building and contents we might state for your information that the building, while large, is of the shack type thrown together of loose lumber. After evacuation the city Assessor inspected the building and placed a value on it of $800.00. The building, of course, has not improved by standing idle since March 1942. The only machinery in the premises are the over head pulleys and motor, shaft, belt and stand and boiler. The band-saw was removed and rented with the consent of the Custodian to the U.S. Engineering Department at $7.50 per month. Since Mr. Matsumoto sets what we consider an extravagant value on the building and contents our clients, Didriksaon and Crawley, consent to rent the building at $30.00 per month and they pay the ground rent due to the City with the following conditions:

(1) That the small living quarters attached to and being part of the boatshop be turned over to them for their use. The tenant of this part is Barney Amundsen and, since we did not put him in as a tenant, conclude that he must have made arrangements with Matsumoto. Our clients feel that since this tenant must enter the boatshop for his water supply it is too

much of a hazard from the point of view of fire, theft etc.

(2) They ask that the shaper with motor, the sander and electric drill be obtained from the storage in the basement of Dr. Kergin's office premises and be placed back in the boatshop for their use during their tenancy.

We can thoroughly recommend these two men and feel it would be advantageous to Matsumoto to have the place occupied by r sponsible tenants. All this time the building has been open and approachable from the water side. It is impossible for us to arrange a safe guard of the premises under these conditions, and we cannot guarantee that the machinery is today as it was left at the time of evacuation.

We should be glad of an early reply.

Yours very truly,

H.G. HELGERSON LTD.

N.E. Arnold

Manager.

NEA:JR

1372.

June 21st, 1943.

Mr. Ichijuro MATSUMOTO,
Registration No. 10411,
Slocan City, B. C.

Dear Sir:

With reference to your letter of the 5th instant and our reply of the 10th, we are now in receipt of a reply from Messrs. Helgersons, who state that their clients, Mr. Didrickson and Mr. Crawley, have decided to rent your Boat Shop on the following conditions:

(1) Rent to be $30.00 per month as stated by you, Lessees paying the City ground rent (reduced from $20.75 to $10.00 per month from date of your evacuation--arranged by Messrs. Helgerson Ltd. on your behalf as property had ceased to be revenue-earning).

(2) That the small living quarters attached to and, being part of Boat Shop, be turned over to Lessees for their use.
Messrs. H. G. Helgerson Ltd. comment: "The (present) tenant of this part is Barney Asmundsen and, since we did not put him in as a tenant, conclude that he must have made arrangements with Matsumoto. Our clients feel that since this tenant must enter the boatshop for his water supply it is too much of a hazard from the point of view of fire, theft, etc."

They also state that the only machinery on the premises being the overhead pulleys and motor, shaft, belt and stand and boiler, the other condition made by prospective tenants is:

(3) That (A) the Shaper with motor, (B) the Sander, and (C) Electric Drill, be obtained from storage in the basement of Dr. Kergin's office and be placed back in the Boat Shop for tenant's use during their tenancy.

Messrs. Helgerson's concluding paragraph reads: "We can thoroughly recommend these two men and feel it would be advantageous to Matsumoto to have the place occupied by responsible tenants. All this time the building has been open and approachable from the water side. It is impossible for us to arrange a safe guard of the premises under these conditions, and we cannot guarantee that the machinery is today as it was left at the time of evacuation."

14

COW BAY PHONE BLUE 884

MATSUMOTO BOAT BUILDERS

I. P. MATSUMOTO, PROPRIETOR

BOAT BUILDING AND REPAIRING

JUL 10 1943

Reference Bill - on 1

~~RE-DOCKING~~

~~PRINCE RUPERT, B.C.~~

SLOCAN CITY, B.C.
July 2nd, 1943.

Administration Dept.,
c/o Mr. R.G.Bell,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B.C.

Your File #1372

Dear Sir,

In reply to your letter of June 21st, 1943, on decision of Mr. Didrickson and Mr. Crawley, of renting our Boat Shop on rental bases as stated by you, I wish to include on further conditions of the rental bases.

The tenant living in the small living quarters alongside of the shop, Mr. Barney Amundsen have also being watching the shop for us and are using the water supply, which are obtained by not entering the shop. Therefore, this part is inevitable to include with the shop.

The machinery in the shop are overhead pulleys and motor, shaft, belts, stand and boiler as stated by the prospective tenants. But there must be a wood turning lathe and a bandsaw stand complete. Except the blade for the bandsaw which they must obtain for their own use.

I have given you the rental price only of the shop and they may use what machinery as stated above, that are in the shop at present.

But the other machinery as Shaper with motor, the sander, two Electric drills and other various machinery and tools in storage of Dr. Kergin's basement are not included with the rental of the shop. So I wish you to see to that effect and inform them that we wish to preserve the said machinery for our future operation.

I also wish to include the following under the rental bases as; That the tenants will have the responsibility for the safe guard of the shop and machinery. The same must be returned to us at anytime on 30 days notice in good condition as it is at present. Further in returning of the same, they must amend in case of hazard and of various damages and loss occurred during their occupation of the premisses.

Cow Bay Phone Blue 854

MATSUMOTO BOAT BUILDERS

I. P. MATSUMOTO, PROPRIETOR

BOAT BUILDING AND REPAIRING

~~P.O. Box 659~~

~~PRINCE RUPERT, B.C.~~

SLOCAN CITY, B.C.
July 2nd, 1943.

I have confidence in you in trusting on protection of our premisses for the duration. For the Custodian, upon their approval and acknowledgment have the sole responsibility for the duration and after, until my premisses (the shop residence and equipment thereof) are returned to me safely.

Trusting you for the above and thanking you for your kindness,

I am
Yours truly,
I.P.Matsumoto, Reg. #10411.

I. P. Matsumoto.

N. E. ARNOLD, MGR.
NOTARY PUBLIC

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

H. G. Helgerson, Limited

Real Estate Brokers

SPECIALISTS IN CENTRAL AND SEMI-BUSINESS PROPERTY

We Sell Real Estate.
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We Deal in Mortgage Loans.
We Sell Timber Limits.
We do Conveyancing.

"A GUARANTEE OF VALUE RECEIVED"

P.O. BOX 593
PRINCE RUPERT, B.C.

July 22nd, 1943.

EVACUATION SECTION
Rec'd JUL 26 1943
File No.
Ans.
Referred Bell-out

Mr. R.G. Bell,
Administration Dep't.,
Office of the Custodian,
Vancouver, B.C.

Dear Mr. Bell:-

Re: Ichijiro Matsumoto File # 1372

Your favour of July 12th, with enclosed copy of letter from above is hereby acknowledged. Mr. Crawley, one of the two tenants, has interviewed us again. The boat building situation is acute and there is urgent necessity that all available boatshops be put to use. These two men now have the backing of Nelson Bros., of the Port Edward Cannery, who are in urgent need of boats. They have made us an offer of $2,000.00 cash for the boatshop and contents and the machinery now stored in Dr. Kergin's basement. This machinery and tools are not now obtainable, and it is imperative that they obtain them also.

This would seem to us a fair offer. The City Assessor, we understand, put a value of $600.00 on the building. It is in need of much repair, and we would urge that you accept the offer.

Please give us an early reply, as the season is well advanced already.

Yours very truly,

H.G. HELGERSON LTD.

N. E. Arnold.

Manager.

NEA:JR

912 Royal Bank Building,
Vancouver, B. C.
August 23rd, 1943

1372/1
Legal Department

W. B. Stewart, Esq.,
Superintendant,
Excise Tax Collections,
Department of National Revenue,
Ottawa, Ontario

Attention: Mr. D. A. Bond

Re: Matsumoto Boat Works
I. P. Matsumoto

Dear Sir:

In reply to your letter of the fifth instant, we do not dispute that your Department has a claim for Sales Tax against the above named, and we are willing to make payment of secured claims as funds become available within the next few months. There seems to be ample assets to settle all secured claims, and for this reason we do not wish the added costs of court action to be incurred.

However, we do not agree with Mr. Gardner's × valuation of the boat, "Queen Bee", for the following reasons:

1. The boat was completed in February, 1941, and one year later, during February, 1942, Lloyds Register of Shipping valued the boat at $3,000.00, and it was subsequently sold to the Naval Authorities at a price of $1800.00. From these figures it would appear that the boat had depreciated by one-third (1/3), over the period of one year, if Mr. Gardner's valuation of $3,000.00 is to be considered correct.

   We would suggest that the yearly depreciation would not be more than ten per cent, which would give a value of approximately $2220.00, on which Sales Tax should be paid, if Lloyds valuation is to be ac-

× Caused 2:/of

1372/1
Legal Dept.

cepted as correct.

We would be pleased to have your views in regard to the adjustment of your assessment.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/jf

Rec'd Sep 1 '43
File No.
Ans.
Referred Bell

File #1372 (Evacuee)

August 21st, 1943.

MEMORANDUM

TO: MR. R. G. BELL

Re: Ichijuro MATSUMOTO - Reg. 10411.

FROM: MR. K. W. WRIGHT

With further reference to our recent conversation regarding your memo of August 16th, the debt for Sales Tax was incurred when Matsumoto completed the boat during February, 1941, and he should have made settlement at that time and therefore any penalty or interest for non-payment of Sales Tax will have to be paid.

Please note our letter addressed to Mr. W. B. Stewart under date of August 23rd, 1943, suggesting lower assessment.

Re paragraph No. 3 of your memo, Sales Tax is a preferred claim and has preference over ordinary unsecured creditors. As to whether or not the Dwyer Brown claim is a preferred claim depends on the conditions of the contract under which the deposit was made. A copy of the agreement between Mr. Brown and the Matsumoto Boat Works should be obtained.

With reference to the offer to purchase the boat building equipment owned by Ichijuro MATSUMOTO, contained in H. G. Helgerson's Limited letter of August 21st, if sale is decided upon, the sale should be made by Public Tender and an independent valuation of the equipment obtained so that a decision on the tenders could be made.

This memo is written without the first part of the File.

We return herewith File No. 1372/1

KWW/W

K. W. WRIGHT

Mr. Gardiner called re/Robertson Lot. of 22 Aug.
(He stated his valuation of the boat was based on information he had obtained from 2 Japs still here - who themselves had paid between $1500.00 for the boat (Memo of 22.8.43 on file).

Brown & Harvey

BARRISTERS & SOLICITORS

J.T. Harvey — F.W.B.

Telephone 19
P.O. Box 638

Bank Building,
Prince Rupert, B.C.

October 27, 1943.

EVACUATION SECTION
OCT 30 1943
Rec'd
File No. 1372 Pr
Ans. 30-11-
Referred Beal

Our File 834.

Your File 1372

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sirs: Re: Dwyer Brown vs. Ichijuro Matsumoto and Matsumoto and Sons.

When we wrote to you on April 28th. 1942, giving you a list of all claims against Japanese Evacuees we included therein the amount of $2080.00 against Matsumoto Boat Builders and I.P. Matsumoto and Isumi Matsumoto in favour of our client, Dwyer Brown. We had expected when Matsumoto left here that he would make arrangements to take care of at least part of this claim, but we have never heard from him. We understand that he still holds considerable real estate in this vicinity, and so we wish to issue a Supreme Court Writ against him for recovery of this amount, and should appreciate it if you could advise us where we could find him for service, or if we could make arrangements through your office to serve him. The claim arises from an advance of $1080.00 in cash made by our client to Matsumoto for the purpose of building a boat. This boat was to have been finished even before the evacuation of Japanese took place, and was not even started.

Apparently Matsumoto just took the money and left our client in the lurch.

We have two other claims against the same outrit which we are anxious to enforce. The claim of Lindsay's Cartage and Storage originally amounted to $290.38. This was increased to $299.73 by the court costs of a plaint and summons issued by us on behalf of our client, Lindsay's Cartage and Storage, on May 20th. 1942. After issuance of the summons Matsumoto paid our client direct the sum of $150.00, leaving owing the amount of $149.73 mentioned in our client's letter to you direct.

Later through an assignment of the Peter Haan account there were paid to Lindsay's Cartage and Storage the amounts of $41.81, $10.53, and $45.00, making a total of $97.34, this leaving owing at this moment the sum of $52.39. For your information as to the origin of the last two payments received through Haan, we should state that the first payment of $10.53 arose as a left over in the Haan account, by reason of the fact that $10.53 had recently been paid by or credited in favour of Matsumoto by Burns and Company Limited who held a prior assignment, and that the Albert & McCaffery Limited account, which had the earliest assignment in point of time, contained a clerical error, was for $238.03, and was listed as $283.03. The $45.00 error accrued to the advantage of Lindsay's Cartage and Storage, whose assignment was the latest in date of the three in our hands to be paid out of the Haan surplus.

There was also listed in our original list of claims against Matsumoto the claim of Telegraph Cove Mills Ltd. in the amount of $380.00. Not a cent has been paid on this through us.

We are definitely going to take action on the larger claim and would like very much to collect the two last claims. We believe that Matsumoto left here very well off, and will appreciate any assistance you can give us.

Yours faithfully,

BROWN & HARVEY

By

TWB/JC

THIS INDENTURE made in triplicate this twenty-fourth day of October, A. D. 1941.

BETWEEN:

I. P. MATSUMOTO, trading under the firm name of MATSUMOTO BOAT BUILDERS, City of Prince Rupert, Province of British Columbia,

(hereinafter referred to as the "CONTRACTOR")

AND:

DWYER BROWN, of Prince Rupert, British Columbia, Fisherman,

(hereinafter referred to as the "OWNER")

WITNESSETH that in consideration of the mutual covenants and promises hereinafter expressed, the parties hereto agree as follows:-

1. The Contractor shall forthwith proceed to build and complete for the owner a hull to be used for the purpose of salmon trolling, thirty-four feet in overall length and to a model agreed upon by the Contractor and the Owner.

2. Construction shall be as follows:-

Keel of full 6 by 7½" clear fir.

Kellson of full 4 by 11½" fir.

Stems of yellow cedar built into a compromised stern.

Ribs of 1¼ by 2½" white bending oak, 6" apart, to be bolted to three stringers of finished 2 by 5½". First stringer to be fastened to the bilge, second stringer to be fastened under main deck, and third stringer to be fastened under forecastle.

Side planking of full 1½" cedar-edge-grain boat lumber caulked with cotton and puttied.

Decking of full 1¼ by 3" fir, kiln and dried and beams of 2½ by 3" fir.

Two bulkheads of 2" and engine bed for gasoline engine.

Pilot house to be finished with mahogany windows, fir doors, and canvass on top of pilot house. (Window panes not to be supplied by Contractor).

Trunk cabin shall be double-decked.

The interior shall have floors in the forecastle and fish hold, seat, two bunks, and cupboard with tables.

Mast, rudder, and rudder stock with one-half couplings to be supplied and installed by Contractor.

Pen boards to be installed by Contractor.

3. The Contractor shall completely paint the said hull as follows:-

Two coats of paint on outside of hull, and one coat of paint on deck.

4. The Contractor shall supply and equip complete the hull with complete wooden steering apparatus, including chain, with door hasps and locks and cupboard catches.

5. The owner shall have full right of access to and inspection of the said hull and fittings at all times while the same is under construction.

6. The Contractor agrees to have the said hull completed and equipped as set out above on or before the 30th. day of April A.D. 1942. If the said hull be not completed by the 30th day of April 1942, the Contractor hereby agrees to pay to the owner the sum of $10.00 a day from the 1st day of May, A.D. 1941 for every day of non-completion of the said hull. Time is to be construed as the essence of this contract. Provided, however, that if it be impossible to secure necessary materials due to war conditions, the above mentioned sum of $10.00 a day liquidated damages shall not be payable by the Contractor to the Owner.

7. It is understood and agreed between the parties hereto that the purchase price of the said hull shall be $1,200.00 payable as follows:-

$1080.00 payable on the signing of this Agreement (the receipt whereof is hereby acknowledge)

$120.00 payable on or before the 31st day of May 1942.

8. It is further understood and agreed between the parties hereto that the title to the said hull shall remain in the Contractor until the full purchase price of $1,200.00 has been paid.

9. It is further understood and agfeed between the parties hereto that when the said hull leaves the possession of the Contractor, that the Owner agrees to give to the Contractor security by way of mortgage or conditional bill of sale until the full purchase price has been paid.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above-written.

SIGNED, SEALED and DELIVERED)
by the Contractor)
in the presence of:) "MATSUMOTO BOAT BUILDERS"
) per "I.M. MATSUMOTO"
"ARTHUR BRUCE BROWN")
Prince Rupert, B.C.)
Student-at-law.)
)
)
SIGNED, SEALED AND DELIVERED)
by the Owner)
in the presence of:)
)
"ARTHUR BRUCE BROWN") "DWYER BROWN"
Prince Rupert, B.C.)
Student-at-law)
)

Carbefied true copy of
Original in my
possession
December 9 / 1943.
J.H. Brown
a notary Public in
and for the Province of B.C.

Aug. 27th 1941.

1. RECEIVED OF Mr. Dwyer Brown

TEN DOLLARS---------- 00/100 Dollars

for contract.

$10.00 "I. M. MATSUMOTO"

Oct. 23rd. 1941

2. RECEIVED OF Mr. Dwyer Brown

SEVENTY---------- 00/100 DOLLARS

for act.

"MATSUMOTO BOAT BUILDERS"

$70.00 per "I.M. MATSUMOTO"

Oct. 23rd 1941

3. RECEIVED OF Mr. Dwyer Brown

FIVE HUNDRED----------00/100 DOLLARS

for act. above paid Sept. 2nd. 1941

$500.00 "MATSUMOTO BOAT BUILDERS"

per "I.M. MATSUMOTO"

Oct. 23rd 1941

4. RECEIVED OF Mr. Dwyer Brown

FIVE HUNDRED----------00/100 DOLLARS

for contract

$500.00 "MATSUMOTO BOAT BUILDERS"

per "I.M. MATSUMOTO"

Brown & Harvey
BARRISTERS & SOLICITORS
J.E. Harvey — P.W. Brown

EVACUATION SECTION
Rec'd DEC 14 1943
File No. 1372/1
Ans.
Referred

Telephone 14
P.O. Box 618
Bank Building, Ont?

Your File 1372/1 ?

Prince Rupert, B.C.
December 9, 1943.

Office of the Custodian,
Japanese Evacuation Section,
Department of the Secretary of State,
606 Royal Bank Building,
Vancouver, B.C.

Dear Sirs: Re: Ichijuro Matsumoto - Reg. No. 10411.

We have your letter of November 30th. Our letter of April 28th. 1942 was sent to you to give you an indication of the actual claims against evacuated Japanese in our hands. In that list we showed Lwyer Brown as a claimant in the amount of $2080.00 against Matsumoto Boat Builders and I.P. Matsumoto and Isumi Matsumoto. The nature of the claim was described as $1080.00 for refund of cash money advanced for building of a boat never even started by the debtors and $1000.00 damages for breach of contract.

From other correspondence we had with you at about that time we understand that it would be possible to sue the debtors in the ordinary way, but we gather from your letter of November 30th. that your office is liquidating assets to take care of accounts.

As requested we are enclosing notarially certified copy of the contract, and also a sheet of paper with ordinary copies of four original receipts which are in our possession.

There is, of course, no doubt whatsoever about the cash claim for $1080.00, but the damage claim of $1000.00 would either have to be fixed by the court or settled by agreement. We believe that our client would accept $000.00 in respect of this damage claim. Presumably the debtors will say that their forced evacuation prevented them from completing the contract. But the evacuation did not take place until about the middle of March, and in the month of February, 1942, our client, through the Indian Agent, made inquiries of the debtors to find out why they had not started the boat. Apparently the debtors took on another large contract and were not able to do both, and simply used our

client's money to finance the other contract. Our client lost substantial earnings in the 1942 fishing season as the result of this.

We might add that we were instructed to issue a Supreme Court Writ for a refund of the $1080.00 and damages before the Matsumotos left here in 1942, but refrained from suing under the impression first, that Matsumoto would settle up on request, and secondly towards the end that suing under such circumstances was not allowed.

Our client is an Indian, and we are instructed that this cash represented everything he had in the world.

Two additional copies of this letter are enclosed so that they may be passed on by you to the debtors.

If the debtors do not wish to make an arrangement which is satisfactory to us, will you please advise us if there is anything under present regulations which would prevent us from suing, and if there is not, where the debtors could be located.

Yours faithfully,

BROWN & HARVEY

By

TWB/JC
Encls.

93

DEPARTMENT OF NATIONAL REVENUE

EXCISE TAX ENTRY

1083

Outport of

Outport Entry No.

Registered Licence No.

Entry No.

Port of Prince Rupert, B. C.

Date December 15th, 1943 194

Name [redacted]

Address [redacted]

AMOUNT OF TAX PAYABLE	PERIOD COVERED February 1943	AMOUNT OF TAX PAID
	SALES TAX	
	Total Amount of Taxable Sales [redacted]	
	Sales Tax Payable Thereon [redacted]	
	MANUFACTURERS' TAXES—	
	Automobiles and Buses	
	Cameras, Films, Plates, etc.	
	Carbonic Acid Gas	
	Carbonated and other Beverages @ 25%	
	Carbonated and other Beverages @ 1c. per bottle	
	Chocolate, Candy, etc.	
	Chewing Gum	
	Cigars	
	Electrical Goods	
	Fountain Pens, Pencils, etc.	
	Furs	
	Gasoline	
	Phonographs, Radios and Radio Tubes	
	Smokers Accessories	
	Sugar, Glucose, etc.	
	Tires and Tubes	
	Toilet Preparations	
	Toilet Soap	
	Trunks, Bags, Luggage, etc.	
	Wines	
	STAMP TAXES—	
	Cigarette Papers or Tubes	
	Matches	
	Meter Imprints	
	Playing Cards	
	Other Stamps Sold	
	PENALTIES	
	TOTAL PAYMENT	

National Revenue Canada — Excise Office — DEC 18 1943 — Prince Rupert, B. C.

I, of in the

Province of DO HEREBY CERTIFY THAT:

1. I am the above named licensee; the attorney or agent of the above named licensee; a partner in the above mentioned business; or a person authorized under the provisions of the Special War Revenue Act or Regulations made thereunder to sign this return (words not applicable to be struck out).

2. I further certify that the respective amounts declared herein truly represent the total amount of taxable sales for the preceding month ending day of 194 and all taxes imposed by law accruing upon such sales or such transactions as are taxable under the Special War Revenue Act and Regulations made thereunder and that all statements and information contained herein are true in every respect.

Signature and Title

A. NOTE: A penalty of not less than $100.00 and not more than $1,000.00 and a further penalty of double the amount of tax evaded may be imposed should it be found that falsifications of entries have been made.

B. This return must be filed not later than the last day of the month following that in which the tax accrued.

C. When this form is used as an entry it is required in triplicate at Ports and in quadruplicate at Outports. One copy to be stamped and returned to Licensee.

D. Licensed manufacturers and licensed wholesalers are required to show the amounts of their taxable sales and also the amount of tax payable thereon; licensed wholesalers are in addition required to show the amount of their non-taxable sales.

NATIONAL REVENUE, CANADA
(CUSTOMS AND EXCISE DIVISIONS)

ENEMY SECTION
Rec'd DEC 16 1943
File No. 1372
Ans'd
Refer'd

Port of Prince Rupert, B. C.
December 13th, 1943.

The Custodian of Enemy Property.
912 Royal Bank Building,
Corner of Granville & Hasting Streets,
Vancouver, B. C.

Dear Sir:-

Attention, Mr. R. G. Bell.

Your certified cheque in the sum of $216.72, which covers an audit assessment of Sales Tax plus penalty interest and license fee, against I.P.Matsumoto of Slocan, B.C., who formerly operated a boat building yard at Prince Rupert, B.C., has been received at this Office through the Collector of Customs & Excise at Vancouver, B. C.

A receipted copy of the Excise Tax Entry No. 1083, covering the assessment in question, is enclosed herewith for your files. Thanking you,

Yours truly,

National Revenue Canada
Excise Office
DEC 18 1943
Rupert

D.H. McLeod
Collector of Customs & Excise.

Copy to,
Collector of Customs & Excise,
Vancouver, B. C.

33

N. E. ARNOLD, Mgr.
NOTARY PUBLIC

"A GUARANTEE OF VALUE RECEIVED"

REGISTERED OFFICE: HELGERSON BLOCK,
216 SIXTH STREET

H. G. Helgerson, Limited

Real Estate Brokers

SPECIALISTS IN CENTRAL AND SEMI-BUSINESS PROPERTY

We Sell Real Estate.
We Write Fire and Marine Insurance.
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P.O. BOX 593
PRINCE RUPERT, B.C.

January 10th, 1944.

EVACUATION SECTION
Rec'd JAN 14 1944
File No.
Ans.
Referred Gibson

Mr. S.M. Gibson,
Insurance Dep't.,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Mr. Gkbson:-

Re: Ichijiro Matsumoto - File # 1372. cc to Reid

Lumbermen's Policy # 9-5598 covers the boatshed belonging to the above for $500.00 and machinery and equipment contained therein for $500.00.

There is no insurance on the tools etc. in Dr. Kergin's basement, and if you wish us to cover them please give us the value and a list of the items concerned. We would wish to write a new policy and not try to extend the boatshop policy.

With regard to the equipment rented to the United States Engineering Department, we have no knowledge of such negotiations. Last year there was some misunderstanding regarding the ownership of a bandsaw which was rented to the U.S.E.D. We understood that it was owned by Matsumoto, but it was proved later to belong to Suyehiro and the rental income was credited to Suyehiro. The misunderstanding, I might mention, was purely local and your office straightened out the matter for us at the time. If any of the Matsumoto equipment is rented to the U.S.E.D. please let us know as that Department is not now very active and have returned the above-mentioned bandsaw some months ago. We can then enquire into the matter and see how it stands.

Re: Insurance on Dwelling on Lot 32, Blk. 17, Sec. 1

We wrote a policy for $3,000.00 on the above property on March 19, 1942 which will expire on March 19th, 1945. The policy is Wellington # 302304. The policy was written before evacuation and may be in the hands of Ichijiro Matsumoto. We do not have it in our office and it might be well for you to ask him for the policy. Our records do not show that an endorsement to the Secretary of State was ever made for this policy.

We do not have copies on hand, but will get a supply from our agents and let you have one, also the endorsement.

Yours very truly,
H.G. HELGERSON LTD.

N E Arnold

NEA:JR

Manager.

1372 (Evacuee)
Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
January 21st, 1944.

Messrs. Brown & Harvey,
Barristers & Solicitors,
Besner Building,
Prince Rupert, B. C.

Gentlemen: Re: Ichijuro MATSUMOTO

The Evacuation Branch has referred your communication of the 4th instant to the Legal Department and we have perused some of the correspondence relating to the claims that have been filed against the above named.

At a meeting of the Advisory Committee on Rural Japanese Properties held a few days ago it was decided to proceed with the program of liquidation and numerous parcels of real estate in Prince Rupert and along the Coast will soon be offered for sale. A catalogue must be prepared and our Titles Department is now engaged in searching the titles. When this work is completed, advertisements will appear in the newspapers calling for tenders , all of which must be submitted to the Advisory Board for such recommendation as may be made to the Custodian in Ottawa.

The real estate owned by Ichijuro MATSUMOTO will be included in the catalogue. Apart from this, it will be necessary for us to arrange a sale of the Boat Works and all equipment. Again tenders will be called for, independent appraisals obtained and offers submitted to the Advisory Committee. Numerous claims have already been filed against this estate and Mr. Bell of the Administration Department tells me that good prices must be obtained for the assets in order to pay the creditors' claims in full.

The balance at credit in this account at the moment amounts to $243.55. You will therefore see how impossible it would be for the Custodian to effect an immediate settlement of the claim which you have filed. We acknowledge without prejudice that it appears your client is entitled to a refund of $1080.00. The damages alleged to have been suffered are an entirely different matter and a complete

investigation would have to be made in order to ascertain the facts.

You suggest that the Custodian should approve of the issue of a Writ. Briefly, the Custodian will not object to a claimant commencing an action against an evacuee but regardless of a Court action, the Custodian will decide whether or not the funds he controls are to be used to pay that particular debt or judgment. I refer you to Section 49 of the Revised Regulations Respecting Trading With The Enemy (1943) which provides as follows:

'No property held by or vested in the Custodian shall be liable to be attached or otherwise taken in execution, but the Custodian may upon an order of a superior court of record or a judge thereof, or of any Court in which judgment has been recovered against an enemy, pay out of any money or the proceeds of any property held by him in respect of that enemy the whole or any part of any debt due by that enemy and specified in the order: Provided that before paying any such debt the Custodian shall take into consideration the sufficiency of the property paid to or vested in him in respect of the enemy in question to satisfy that debt and any other claims against the enemy of which notice verified by statutory declaration may have been served upon him.'

You suggest in one of your letters that Matsumoto did not commence to build the boat and evidently took on another large contract. You may be sure that we will look into this and will acquaint you with such information as may be obtained. The Custodian will do everything possible to protect the creditors but claims may not be discharged until such time as we/in funds.

The writer plans a visit to Prince Rupert but due to pressure of work here it is quite impossible to fix a date. Liquidation will not be delayed for this reason, however, but we believe it will be further advanced and there will be more advantage in discussing the whole situation at that time rather than now.

We will be glad to hear from you again after you have had an opportunity to consider the suggestions herein.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/W

1372.

January 22nd, 1944.

Mr. Ichijuro MATSUMOTO,
Registration No. 10411,
Slocan, B. C.

Dear Sir:

Re: Claims.

We have been in correspondence with Messrs. Brown & Harvey regarding Mr. Dwyer Brown's claim against you for $2,060.00 and we enclose herewith for your information, copy of our letter of 30/11/1943 and of their reply dated 9/12/1943, both of which are self-explanatory.

Under the terms of the contract dated 24/10/1941 between yourself and Dwyer Brown you undertook to "forthwith proceed to build and complete" a 34' Trailer hull, the work to be completed as per contract by 30/4/1942, failing which you agreed to pay damages at the rate of $10.00 per day from the 1st May (unless it turned out to be impossible to secure the necessary materials as a result of war conditions).

The contract price of the hull was $1200.00, of which $1060.00 was paid when contract was signed, the balance of $120.00 being due for payment on or before 31/5/1942.

The cash deposit of $1060.00 is included in the list of claims registered against you and we now write to enquire whether you acknowledge the additional claim of $1000.00 for damages, and if not your reasons for rejecting the claim.

We enclose a complete list of claims as shown by our records at the present time. This list is in duplicate and it would be appreciated if you would sign and return one copy, if correct, retaining the other for your own records. A claim filed by the Department of National Revenue for Sales Tax on the "Queen Bee" was paid to avoid further penalties accruing.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

Brown & Harvey

BARRISTERS & SOLICITORS

J. F. Harvey — T. W. Brown

ENEMY SECTION
Rec'd JAN 31 1944
File No.
Ans'd
Refer'd MR. BELL

JAN 28 1944
File No. 1372
Ans.
Referred MR. BELL

Prince Rupert, B.C.

January 24, 1944.

The Custodian's Office,
Department of the Secretary of State,
509-10 Royal Bank Building,
Vancouver, B. C.

Dear Sirs: Re: Ichijuro Matsumoto

We have your letter of January 21st. We think that under the circumstances a Supreme Court action should be begun as otherwise we do not see how a proper adjudication can be had as to our client's damage claim which is a very substantial one.

We should also appreciate if it would be kept in mind that the contract was with a firm which includes a son of Ichijuro Matsumoto. We believe that this son had assets of his own, and probably still has them.

It would be appreciated if you could give us a rough idea of total assets and total liabilities of the debtor, Ichijuro Matsumoto as they are listed in your office.

It is nearly two years since our client gave us this account and he is not unnaturally perturbed about it. Accordingly we shall appreciate it if you will advise us of the present whereabouts of Ichijuro Matsumoto and his son who is in partnership with him. We shall need this in order to issue a Writ, and if they are out of the Province we shall, of course, have to apply for permission for service ex juris.

With regard to our suggestion that Matsumoto did not begin to build the boat as promised we can give you very definite evidence of this. So far as the circumstances that we have are concerned it would appear that Matsumoto deliberately ignored this contract and that he could not have fulfilled it even apart from the forced evacuation.

Yours faithfully,

BROWN & HARVEY

TWB/EG

By

1372.

February 1st, 1944.

Messrs. Brown & Harvey,
Barristers & Solicitors,
Bonner Building,
Prince Rupert, B. C.

Dear Sirs:

Re: Ichiuro MATSUMOTO - Reg. No. 10411.

We are in receipt of your letter of the 24th ultimo on the subject of Mr. Dwyer Brown's claim against the above Evacuee, whose present address is Slocan, B. C.

Claims on file total nearly $5,000.00, which includes your client's claim for $1080.00 but not the claim for alleged damages. Against these liabilities we hold assets consisting of Boat Building Shop, certain boat building equipment, and Mr. Matsumoto's home. If these assets sell well, we hope they will realise sufficient to pay all the claims we have on file at the present time.

We have written Mr. Matsumoto regarding his debts, and have sent him a copy of your letter of 9/12/1943, and if we do not hear from him soon we will follow the matter up.

The file of Mr. Matsumoto's son, Isamu, carries no evidence of any assets other than a $50.00 Victory Bond.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

COPY May '40? File 1372

Valuation of tools and equipment belonging to Ichijuro Matsumoto, stored in Dr. Kergin's basement.

1. **Box labelled B2** (all new prices quoted from Mac. and Mac. catalogue)

Contents:	1 4½ skilsaw bench electric sander	catalogue pr.	new	$100.00
	1 ¼ D. ¼ B. Heavy duty drill	" "	"	90.00
	1 ¼ " " Junior drill (damaged)	" "	"	65.00
	1 small bench grinder and 2 emery wheels	" "	"	10.00
	1 1/3 H.P. motor for grinder (a reused motor)		"	20.00
	2 extension clamps 1-18", 1-24"		"	5.00
	29 assorted Boning Bits at 1.50 ea.	" "	"	43.50
				$333.50

Following in bad shape

4	6" Clamps)		
4	7" ")		
14	8" ")	22 at $1.15	26.00
1	rib ")	1 " 1.50	

Summary: Power tools appear to have had considerable use and some expense will be entailed in conditioning motors.

New price of $333.50 must be depreciated at least 1/3

less	111.00
	222.50
Clamps	26.00
	$248.50

Total value of contents Labelled B2 - - - - $248.50.

---

2. Bundle of bandsaw blades. Bundle thought to contain 5 blades, but upon opening found to contain 4 only.

4 saws - one badly kinked and of little use - flat price new $4.75.
Valuation $3.00 each. Total $12.00.

---

3. Extension clamps. Was in far corner of basement and difficult to examine, buyer made a guess of 10 in bundle.

Bundle contained 4	ext. clamps (2 60", 1 48", 1 36") $5.00 ea.	$20.00
7	auger bits and 4 drill bits	$10.00
		$30.00

---

4. Crate said to contain Shaper complete, labelled B1

Examination showed shaper incomplete. Only shaper frame and ¾ h.p. motor present. There were no cutters, fence or guard, and until these are located or new ones bought machine is useless, and value only $75.00. Replacement of cutters and other parts will cost $150.00.

Value $75.00

---

5. Certain tools etc. from box labelled B3

2	short ext. clamps	2.50 ea.	new	$5.00
6	6" Cr. Clamps	1.00 "	"	6.00
3	8" " "	1.25 "	"	3.75
2	caulking mallets	5.00 "	"	10.00
12	caulking irons	.75 "	"	9.00
				33.75
All these are in good shape but are used and should be depreciated 1/3			less	11.25
			Total value	$22.50

Summary - contents of box B2	$248.50	
bundle of saw blades	12.00	
" " clamps	30.00	
Shaper frame and motor	75.00	
Tools from box B3	22.50	
	$388.00	Total value

Signed
Valuer. "Wm. H. Shortridge"

File #1372 May 6th, 1944.

MEMORANDUM

TO: MR. R. G. BELL

Re: Ichijuro MATSUMOTO-Reg.#10411.

FROM: MR. K. W. WRIGHT

We have a letter from Messrs. Brown and Harvey as follows:

"Your letter of February 12th was duly referred to our client. He is extremely upset about the delay in realization. We should appreciate if you would keep in mind that the son of Ichijuro Matsumoto, known locally as Sammy, was a partner in the boat building operation. We believe that this son may possess substantial assets, as it seems incredible to us that this firm, which enjoyed a reputably prosperous business here for many years should be honestly in financial difficulties.

Our client wishes us to sue for the full amount owing to him so that his damage claim can be passed on by the Courts and we think it only fair that he should be allowed to do so. He does not wish to get more than his share of assets, but he has been treated very badly indeed and is still fishing with an old patched up boat by reason of the failure of the debtor to build the boat agreed on in 1941."

Will you be kind enough to advise if you have any information as to the partner referred to and also let me know if the partner has assets.

Have you included Ichijuro MATSUMOTO's real estate in the Rural Properties catalogue?

KWW/W

K. W. WRIGHT

ENEMY SECTION
Rec'd MAY 13 1944
File No. 13224
Ans'd
Refer'd MR BETA

Brown & Harvey
BARRISTERS & SOLICITORS

J. T. Harvey T. W. Brown

Telephone 14
P.O. Box 430

Brown Building,
Prince Rupert, B.C.

May 10, 1944.

Office of the Custodian,
Department of the Secretary of State,
509-10- Royal Bank Building,
Vancouver, B.C.

Attention Counsel to the Custodian.

Dear Sir: Re: Ichijuro Matsumoto, Reg. #10411.

We have your letter of May 8th. with enclosures. We shall be very glad to go into this matter with you next month. We understand there will not be enough to pay all the creditors and in that case it would certainly be unfair if our client could not have a proper damage claim included with the rest of his claim. We have been disuaded by your office from exercising our proper legal right to have these damages adjudicated and we very much want to have them settled by the time a distribution can be made.

Yours faithfully,

BROWN & HARVEY

By

TWB/JC.

MEMORANDUM

File No. 3772.

TO: Mr. E. W. Wright.

FROM: Mr. E. G. Bell. May 23rd, 1944.

Re: Ishihara MATSUMOTO - Rec. No. 10411.

The following are the particulars asked for in connection with the proposed 'For Sale' advertisement.

(1) INVESTMENT: A Boat Building Shop (42' x 84') erected by above Trustee on City-owned Lands. Building, vacant for a long time, rented since 15/6/1943 to Hutchison & Crosby @ $30.00 per month.

Rent includes certain Equipment, our records of which appear to be incomplete. Other valuable equipment essential to the business, but not rented is in storage. This equipment could and perhaps should be sold at the same time.

(2) LAND: A City-owned lot having 84' water frontage on Cow Bay, Prince Rupert. Ground rent reduced from date of occupation from original $20.75 per month to $10.00 per month. Paid regularly by rental agents, Messrs. E. G. Holgersen Ltd., Prince Rupert.

(3) POSITION OF PAYMENTS: Latest rental statement on file shows rent and ground rent paid to 30/4/1944.

(4) REMARKS: Under date of 11/1/1943 the City wrote: "....there is no lease or written agreement between the City and Mr. Matsumoto for the water frontage site on Cow Bay in Prince Rupert, but just a verbal understanding of a month to month rental basis amounting to $20.75 per month.".

In reply to our request (3/3/1944) for a formal expression of their willingness to extend to a purchaser of the Building existing Ground Rent arrangements, the City wrote (22/3/1944): "I am directed to advise that in the event of the property being sold, the Council is willing to consummate a lease with the purchaser for a period of one year at the existing rate of $10.00 per month subject to negotiation at the completion of that period.".

MJB/P.

MEMORANDUM

File No. 1372.

TO: Mr. E. W. Wright.

FROM: Mr. R. G. Bell. May 23rd, 1944.

Re: Ichiiwa MATSUMOTO - Res. No. 10411.

The following are the particulars asked for in connection with the proposed 'For Sale' advertisement.

(1) INTERESTS A Boat Building Shop (45' x 84') erected by above Evacuee on City-owned land. Building, vacant for a long time, rented since 15/6/1943 to Didrikson & Gruning @ $30.00 per month.

(2) LAND: A City-owned lot having 84' water frontage on Cow Bay, Prince Rupert. Ground rent reduced from date of evacuation from original $20.75 per month to $10.00 per month. Paid regularly by rental agents, Messrs. H. G. Helgesson Ltd., Prince Rupert.

(3) POSITION OF PAYMENTS: Latest rental statement on file shows rent and ground rent paid to 30/4/1944.

(4) REMARKS: Under date of 11/1/1943 the City wrote: "....there is no lease or written agreement between the City and Mr. Matsumoto for the water frontage site on Cow Bay in Prince Rupert, but just a verbal understanding of a month to month rental basis amounting to $20.75 per month."

In reply to our request (3/3/1944) for a formal expression of their willingness to extend to a purchaser of the Building existing Ground Rent arrangements, they further wrote (22/3/1944): "I am directed to advise that in the event of the property being sold, the Council is willing to consummate a lease with the purchaser for a period of one year at the existing rate of $10.00 per month subject to negotiation at the completion of that period.".

RGB/P.

1372.

May 29th, 1944.

Mr. F. C. Skinner, Supervisor,
B. C. Security Commission,
Slocan, B. C.

Dear Sir:

Re: Ichijuro MATSUMOTO - Reg. No. 10411.

On the 22nd January, we wrote the above Evacuee asking for certain information, which we needed to protect his interests.

We have never received any acknowledgment of our letter, nor the list of claims we enclosed for his confirmation and return, and as it is important that we receive the information without further delay, we are enclosing:

(1) Copy of our letter of 30/11/1943 to Brown & Harvey, Prince Rupert
(2) Copy of their reply to above
(3) Copy of our letter of 22/1/1944 to Ichijuro MATSUMOTO

and would be much obliged if you would kindly interview Mr. Matsumoto to obtain his confirmation or correction of the following points:

(A) On or about 30/8/1941 Matsumoto entered into a contract to build a boat for Peter Haan at a cost of $6,500.00, said boat to be completed by 31/1/1942.

(B) This boat was not completed on time and when it became evident that Matsumoto would be unable to finish the work on account of evacuation, the financial position of the contract was mutually agreed as at the 16/3/1942, the buyer, Peter Haan, taking over the completion of the work himself.

(C) On the 24/10/1941 Matsumoto entered into a contract to build a boat for Buyer Brown at a cost of $1200.00, said boat to be completed by 30/4/1942, the buyer depositing $1,080.00 of the purchase price with Matsumoto. This contract carried a penalty of $10.00 per day for late delivery.

(D) Was any part of the deposit in "C" used to purchase materials needed for the building of the boat mentioned in "C"? If so, how much, and what happened to these materials? From our records we gather that the building of this boat was never started.

(E) Was any part of the deposit in "C" used to finance any part of the contract mentioned in "A"?

* charged $1700.- for work est. should have been $600.-

1372 - Evac.

June 2nd, 1944

MEMORANDUM

TO: MR. K. W. WRIGHT

FROM: MR. G. H. PEERS

RE: I.P. MATSUMOTO & Matsumoto Boat Builders.

ASSETS

Balance with Custodian $382.95

Real Estate - Lot 32, Bk. 17, Sec. 1, City of Prince Rupert, known as 225 West Avenue containing an 11 roomed house. Rental $22.50 monthly.

Assessed Land - $435.00, improvements $1500.00, total $1935.00. Taxes, 1944 - $75.43 and 1943 - $82.96, both owing. H. G. Helgerson Ltd. report Aug. 21st, 1943 should sell for $2500.00.

Boat works at Cow Bay on land rented from City of Prince Rupert. Rental $30.00 monthly less $10.00 monthly, ground rent. City Assessor states building value $800.00.

CHATTELS: - Tools, machinery and boat lumber at Cow Bay and c/o Dr. W. L. Kergin.

Accounts Receivable - $258.55, collection doubtful.

Estimated Value of Assets

Residence, Helgerson Valuation	$2400.00
Boat building, equipment, tools, & premises (Bid)	2700.00
Balance with the Custodian	380.00
	$5480.00

LIABILITIES

Accounts Payable

B. C. Fir & Cedar Cos.	$1823.74
J. Fyfe-Smith Co.	982.03
Telegraph Cove Lumber Co.	377.22
Bank of Montreal	116.70
Dwyer Bbown (Deposit)	1080.00
Love Electric Co.	2.43
Shenton's Sheet Metal Works	2.20
Lindsay's Cartage and Storage	52.39
Estate of J. A. Brown	181.14
Vancouver General Hospital	203.55
Dr. C. H. Hankinson	3.00
	$4824.40
Preferred Claim	
Workmens Compensation Board	15.50
	$4839.90

In addition to the above Mr. Dwyer Brown is claiming $1000.00 damages for non fulfillment of a contract to build a fish boat.

REMARKS

Dwyer Brown vs. I.P. MATSUMOTO trading under firm name of MATSUMOTO Boat Builders.

Arrived Hastings Park Mch 9/42
Evacuated May 5/42.

Contract dated Oct. 24, 1941

Price	$1200.00
Payable	1080.00 on signing of contract (Paid)
	120.00 May 31, 1942

Delivery date April 30, 1942. Penalty for late delivery. $10.00 per day after April 30, 1942

Brown & Harvey have entered a claim against MATSUMOTO amounting to $2080. made up of $1080. return of deposit on the contract and $1000. damages for breach of the contract.

Brown & Harvey state in their letter of Dec. 9/43 "Apparently the debtors took on another large contract and we not able to do both simply used our clients' money to finance the other contract". The other contract referred to evidently was the contract of Aug. 30/41 to build a boat for Peter Hem. This contract was completed by the purchaser subsequent to the evacuation of MATSUMOTO.

Brown & Harvey

BARRISTERS & SOLICITORS

J. T. Harvey — T. W. Brown

Telephone
P.O. Box

Bower Building,
Prince Rupert, B.C.

June 24, 1944.

ENEMY SECTION
Rec'd JUL 4 1944
File No.
Ans'd
Refer'd MR BELL

Office of the Custodian,
Department of the Secretary of State,
509-10 Royal Bank Building,
Vancouver, B.C.

Attention Counsel to the Custodian.

Dear Sir: Re: Ichijuro Matsumoto, Reg. #10411.

Referring to our conversation this morning, we are very anxious to have our client, Dwyer Brown, properly treated with regard to his damage claim. We understand that Matsumoto refuses to agree to pay any damages whatsoever on the grounds that he was evacuated on March 15th, and that he had until April 30th. to complete the boat, and would have completed it but for his evacuation. In answer to that we beg leave to advise you, and shall appreciate your so advising Matsumoto, that he had not started on the boat up to the date of his evacuation, that he lied to the representative of the Indian Department who called on him in February with a view to ascertaining if the boat had in fact been started (Matsumoto stating then that only two weeks work remained to be done when in point of fact it had not been started) and that he devoted his whole time during the early part of 1942 to rushing to completion a large boat being built by him for one Peter Haan, and that several weeks work remained to be done on this when Matsumoto was evacuated, and that it was highly unlikely that Matsumoto could have done more than complete the Peter Haan boat by April 30th, the terminal date for the Dwyer Brown contract. Our client suffered substantial damages, but rather than litigate the matter we should advise him to accept damages in the amount of $400.00 to be added to and to rate with his claim in any distribution.

Copy of letter from the Indian Agent regarding Matsumoto, dated April 8th. 1942 is enclosed.

Yours faithfully,

BROWN & HARVEY

By TWB

TWB/JC.

Prince Rupert, B.C.
April 8, 1942.

Messrs. Brown & Harvey,
Barristers & Solicitors,
Prince Rupert, B.C.

Dear Sirs:

With reference to your letter of the 7th inst., relative to Dwyer Brown and Matsumoto, I have to say that on receipt of a letter from Dwyer Brown, Mr. Constable Watkinson of our Department interviewed the boat builder on February 17th. Mr. Matsumoto stated that he thought the boat would be finished within two weeks, and that he had applied to the R.C.M. Police for a permit to remain and finish his work before he was removed from the locality. Unfortunately our Constable did not get this in writing.

Yours faithfully,

"J. GILLETT"

J. Gillett
Indian Agent.

Brown & Harvey
BARRISTERS & SOLICITORS

J. S. Harvey — T. W. Brown

Bower Building,
Prince Rupert, B.C.

ENEMY SECTION
Rec'd JUL 3 1944
File No. 1372
Ans'd
Refer'd MR BELL

June 28, 1944.

Office of the Custodian,
Department of the Secretary
of State,
509-10 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Referring to the conversation of the writer with your ~~local~~ legal representatives on the morning of Saturday, June 24th, we beg leave to advise you that our records indicate that we sent you a complete statement covering the final dealings of our client, Peter Haan, with Matsumoto to Mr. G. L. Rorie, your then representative here, on May 6th 1942. We gave Mr. Rorie either two or three copies of a long Statutory Declaration which set out the arithmetic of the transaction in full, and our statement indicated the distribution of the balance coming to Matsumoto in accordance with assignments which he had given in favour of certain creditors.

We understand that Mr. Matsumoto, Sr. is questioning the transaction. The original receipts are still held by us.

For your information we would like to say that we think Matsumoto was very lucky to have been dealing with such a competent and hard-working person as Peter Haan. In our opinion Haan is perfectly honest about the whole transaction and in addition to that far more competent than Matsumoto had a right to expect. We do not like to praise our own client too highly, but from personal experience, and the reputation that Peter Haan bears from those who deal with him regularly we really believe that Matsumoto was treated more than fairly in the winding up of this transaction.

We might further add that if you want any references as to the character and integrity of Peter Haan that we think B. C. Packers Limited of the Foot of Campbell Avenue in Vancouver will be very glad to let you know what they think of his ability and honesty.

Yours faithfully,

BROWN & HARVEY

By TWB

TWB/EG

File No.

July 4, 1944.

File 1372

MEMORANDUM.

To: Mr. Green

From: Mr. Sheers.

Re: Tenders - Prince Rupert, which were closed 17th June, 1944.
Cow Bay Properties.

Parcel "A" - Offer of $2210.00 from H.E. Holgerson Ltd. on behalf of A.P. Crowley and W. Dieriksen. This covers the Crowley boat shed and has been appraised by Mr. Shortridge as follows: $1600.00 on Building, $610.00 on Equipment.

It will be in order for you to accept Holgerson's offer on behalf of A.P. Crowley and W. Dieriksen. Please ask Holgersons to remit the balance of the purchase price, and upon receipt of same Mr. Wright will prepare the necessary Bill of Sale.

Parcel "F" - Offers were received on Parcel "F" as follows:

Offer $400.00 from H.E. Holgerson on behalf of [illegible] Brodie, and offer of $550.00 from H.E. Holgerson on behalf of Lee Fey. The valuation supplied to us by Mr. Shortridge on this parcel is $550.00.

It will be in order for you to accept the above mentioned offer of $550.00 and reject the offer for $400.00 returning the deposit cheque. Please ask Holgersons to remit the balance of the purchase price and upon receipt of same Mr. Wright will prepare the necessary Bill of Sale.

Parcel "G" - Offer of $500.00 from H.E. Holgerson Ltd. on behalf of George E. Armstrong. This covers the Cow Bay store building which has been valued by Mr. Shortridge for $475.00.

It will be in order for you to accept Holgerson's offer on behalf of George E. Armstrong and as you are aware it will be necessary to arrange with Holgersons for removal of the contents in this building to storage. You will also please ask Holgersons to send the balance of the purchase price. On receipt of same, please refer the matter to Mr. Wright for the preparation of the Bill of Sale.

ZSS:AS

1372

July 6th, 1944.

Messrs. H. G. Helgerson Ltd.,
P. O. Box 593,
Prince Rupert, B. C.

Dear Sirs:-

Re: Ichijuro MATSUMOTO

We are now able to answer in part your letter of May 15th.

Your offer of $2210.00 on behalf of Messrs. Crawley and Didrickson covering the boat shop building and the equipment in the boat shop, has been accepted. Before asking you to remit the balance of the purchase price (subject to your commission of 5%, which is hereby authorized) as a preliminary to the preparation at this end of the Bill of Sale, we should like to deal with the offers for other equipment given in your letter under reply.

The first set of items, namely:

Equipment stored in Dr. Kergin's basement.

1	Shaper, complete	$200.00
1	Box containing electric drill, sander and clamps	250.00
5	Bandsaw blades	15.00
10	Long clamps	50.00
	TOTAL:	$515.00

may be valued by Mr. Shortridge and if your client's offer is in excess of Mr. Shortridge's valuation, it may be accepted and payment sent us along with the balance referred to above.

Our records indicate that this will leave in Dr. Kergin's basement the following:

1 trunk of planes

(Over)

1372.

July 7th, 1944.

Mr. Ichijuro MATSUMOTO,
Registration No. 10411,
Slocan, B. C.

Dear Sir:

Rat Claims.

As a result of recent conversations between the head of our legal department and Messrs. Brown & Harvey, the latter have offered to reduce their client's (Dwyer Brown) claim for damages from $1000.00 to $400.00.

For your information, we enclose copy of their letter of the 24th June confirming this offer, and in view of the fact that it might cost as much or more than the amount now claimed to defend an action, if started, we think you would be well advised to agree to this amount ($400.00) being added to the list of claims registered against you.

Please give this matter careful consideration and advise us of your decision in time to prevent Messrs. Brown & Harvey starting the action they have seriously threatened for so long.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

1372.

July 7th, 1944.

Messrs. Brown & Harvey,
Barristers & Solicitors,
P. O. Box 658,
Bonner Building,
Prince Rupert, B. C.

Dear Sirs:

Re: Ichijuro MATSUMOTO - Reg. 10411.

We are in receipt of your letters of the 24th and 28th ultimo.

We have written the above Evacuee passing on your offer to advise your client, Dwyer Brown, to accept damages in the amount of $400.00--to be added to the list of claims carried in this file--and we will advise you as soon as we receive Mr. Matsumoto's reply.

The statements, etc., referred to in your letter of the 28th are carried in this file.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

N. [illegible] ARNOLD, Mgr.
NOTARY PUBLIC

REGISTERED OFFICE: HELGERSON BLOCK,
316 SIXTH STREET

H. G. Helgerson, Limited

Real Estate Brokers

SPECIALISTS IN CENTRAL AND SEMI-BUSINESS PROPERTY

We Sell Real Estate.
We Write Fire and Marine Insurance.
We have Apartments, Houses, Stores, and Offices for Rent and Want More.
We Deal in Mortgage Loans.
We Sell Timber Limits.
We do Conveyancing.

"A GUARANTEE OF VALUE RECEIVED"

BOAT BLDG SHED + EQUIP. as sold.

P.O. BOX 593
PRINCE RUPERT, B. C.

July 12th, 1944.

Rec'd JUL 21 1944
File No. 137
Ans.
Answered W Shears

Mr. F. G. Shears,
Custodian of Enemy Property,
Vancouver, B. C.

Dear Sir:-

Re: Ichijuro Matsumoto # 1372
Parcel "A", Cow Bay, Prince Rupert.

Examination by your valuator, Mr. W.H. Shortridge, has shown some discrepancies in the goods stored in Dr. Kergin's basement, which necessitated a change in the offer submitted by Messrs. Crawley & Didrickson. Certain of the goods were in a far corner of the basement hidden by a stack of lumber and Mr. Crawley and I just made a guess at the contents. These discrepancies were in a bundle of long clamps and a bundle of band-saw blades. Also the crate containing the shaper was not opened at that time and we took it for granted that the machine was complete. On Monday, July 12th, Mr. Shortridge and Mr. Crawley, in my presence, opened the crate and found that it contained only the frame and a ¾ H.P. motor. The most vital parts, the cutters, were missing, also the fence and guard. This makes the machine valueless, but our clients are willing to take it and take a chance of being able to get them later. We made a further search, but without success. They may possibly turn up later when the basement is cleared as Dr. Kergin hopes to do soon. The machine was also quite rusty.

Considering the above facts, Messrs. Crawley & Didrickson have submitted the following offer, and we have accepted same.

Offer 1.	Boatshop building and equipment	$2210.00.	
Offer 2.	1 Shaper incomplete	100.00	
	1 box labelled "B2" containing sander, drills, grinder, & clamps	250.00	
	1 bundle of 4 band-saw blades	12.00	
	1 bundle of clamps & bits	30.00	
	Certain tools from box labelled "B3": 6 clamps 6"		
	3 " 8"		
	2 short extension clamps		
	2 calking mallets		
	12 calking irons	$25.75	33.75

Slocan City, B.C.,
July 13, 1944.

DEPT. OF THE SECRETARY OF STATE,
Office of the Custodian,
c/o Mr. M.G. Bell,
Vancouver, B.C.

Re-file No. 1372.

Dear Sir:

On acknowledgment of your letter of July 7/44 and copy thereof from Brown & Harvey in regarding damage claim on the deposit of Mr. Dwyer Brown.

I clearly understand that Mr. Dwyer Brown should be treated properly in regard to his deposit of $1000.00. Under our present circumstances it is inevitable to settle this matter to provide any satisfaction to our customer Mr. Dwyer Brown. I feel very sorry for him on account of our misfortunate treatment, that has also effected on him. But what ever this matter leads to I am holding the sole responsibility as regards to the deposit paid by him.

Therefore, I am requesting that this matter be postponed until such time that circumstances provide us an opportunity to discuss the matter of damages.

Thanking you for your trouble, I am

Yours truly,

Reg. No. 10411 I. KATSUMOTO

per S Matsumoto Jr.

Anthony P. Crawley
Stan Didrickson }

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

Sgn Long
to Agreement of Sale

ENEMY SECTION
Rec'd MAR 2 1945
File No.
Ans'd
Refer'd

FILE NO: 1372

NAME: Ichijuro MATSUMOTO

DATE ADVERTISED: May 29th, 1944.
(or other information)

APPRAISER'S NAME: Mr.Shortridge

VALUATION: Building: $1800.00
Equipment: 400.00
$2200.00

PURCHASE PRICE: $2210.00 ^

COMMITTEE'S APPROVAL: July 26th, 1944.

PURCHASER'S FULL NAME: P. Crawley and S. Didrickson

ADDRESS: Prince Rupert, B. C.

OCCUPATION: Boat builders

BILL OF SALE REQUIRED: (See Below)
(state if purchase price already paid or arrangements made) * YES xNOx

Down payment $1005.00
Balance - June 15, 1945: 602.50
- June 15, 1946: 602.50
$2210.00

ENCUMBRANCES, IF ANY:

LIST OF CHATTELS SOLD: Boat Building Shop

1 x 36" Bandsaw
1 x 5 H.P. Motor
7 Shaft hangers, shafting & pulleys
1 Steam boiler and steam box.

Conditional Bill

* Please prepare Agreement of Sale.

602.50
602.50
1205.00

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 1372

NAME: Ichijuro MATSUMOTO

DATE ADVERTISED: --
(or other information)

APPRAISER'S NAME: Mr. W. H. Shortridge

VALUATION: $388.00

PURCHASE PRICE: $425.75

COMMITTEE'S APPROVAL: July 26th, 1944

PURCHASER'S FULL NAME: P. Crawley and S. Didrickson

ADDRESS: Prince Rupert, B. C.

OCCUPATION: Boat Builders

BILL OF SALE REQUIRED: YES NO
(state if purchase price already paid or arrangements made) Paid in full

ENCUMBRANCES, IF ANY:

LIST OF CHATTELS SOLD: (See enclosure to letter of July 12, 1944)

1 Shaper
1 Box B.2. containing (Sander, drills, grinder, clamps)
1 Bdle. 4 bandsaw blades
1 Bdle. clamps and bits
Following tools from Box B.3.
- 6 x 6" clamps
- 3 x 8" clamps
- 2 Short extension clamps
- 2 Calking mallets
- 12 Calking irons

1372

July 28, 1944.

Messrs. Brown & Harvey,
Barristers & Solicitors,
P. O. Box 658,
Prince Rupert, B. C.

Dear Sirs:

Re: Ichijiro MATSUMOTO, Reg. 10411

With reference to your letter of the 24th ultimo, and our reply of the 7th instant, we have now to advise the receipt of a letter from Mr. Matsumoto, which reads as follows:

"On acknowledgement of your letter of July 7, 1944 and copy thereof from Brown & Harvey in regarding damage claim on the deposit of Mr. Dwyer Brown.

"I clearly understand that Mr. Dwyer Brown should be treated properly in regard to his deposit of $1000.00. Under our present circumstances it is inevitable to settle this matter to provide any satisfaction to our customer Mr. Dwyer Brown. I feel very sorry for him on account of our misfortunate treatment, that has also effected on him. But whatever this matter leads to I am holding the sole responsibility as regards to the deposit paid by him.

"Therefore, I am requesting that this matter be postponed until such time that circumstances provide us an opportunity to discuss the matter of damages."

While we would regret to see claims on the limited assets available increased by any avoidable expense, we must now leave you to decide whether you will take action to establish your claim to damages or will await to see what, if any, surplus will be available after distribution of assets in liquidation of already registered and acknowledged claims.

Yours truly,

R. C. Bell,
Administration Department.

RCB/FM
cc: Ichijiro MATSUMOTO

COPY

File 1372 July 28th, 1944.

MEMORANDUM

TO: MR. SHEARS

FROM: MR. GREEN

RE: Ichijiro MATSUMOTO - Parcel "C"

As discussed this morning you will be recommending to the Advisory Committee the acceptance of Messrs. Crawley and Didrickson's bids as follows:

1. Purchase Price of Boat Building Shop & Equipment $2210.00
   Less Commission (5%) 110.50
   $2099.50
   Deposit received $1005.00
   Balance Due $1094.50

2. Equipment outside this Building $ 425.75
   Less Commission (5%) -21.29
   Paid as per receipt $ 404.46

Although this building is a Messuage Tenure, I think it should be covered by the same procedure as is set out for the collection of balance due on Real Estate included in the Catalogue. If you agree, will you kindly pass the file on to Mrs. Harrop with instructions to note the balance due on the 1st item above.

HFG/AM

NAME MATSUMOTO, Ichijuro

REGISTRATION NO. 10411 FILE NO. 1372

The following chattels were sold by public auction at Prince Rupert, B. C. on August 3, 1944.

Japanese axes ✓	$	0.50
Axe ✓		0.25
Taps and dies ✓		3.50
Planes (2) ✓		6.25
Adze ✓		1.00 ✓
Scraper ✓		0.25 ✓
Planes & Japanese blocks ✓		10.00 ✓
Pipe wrench ✓		1.00 ✓
Japanese saw ✓		0.50 ✓
Bit and drills ✓		6.25
Drills ✓		1.25 ✓
Chisels ✓		0.55
Japanese saws ✓		0.50 ✓
Clamps ✓		0.75 ✓
Hinge ✓		0.05 ✓
Hack saw blades ✓		1.00 ✓
Wrench and drill ✓		0.75 ✓
Grinder ✓		0.50 ✓
Scraper plane ✓		1.25 ✓
Drill ✓		0.50 ✓
Wrench ✓		0.25 ✓
Plane ✓		0.75 ✓
Plane ✓		0.75 ✓
Level square ✓		0.25 ✓
Yankee drill ✓		0.50 ✓
Chisels ✓		1.30 ✓
Saw ✓		1.25 ✓
Tape ✓		0.15 ✓
Total	$	
Carried forward	$	43.60
[redacted]	$	
[redacted]	$	

[redacted]

[redacted]

[redacted]

NAME MATSUMOTO, Ichijuro

REGISTRATION NO. 10411 FILE NO. 1372

The following chattels were sold by public auction at Prince Rupert, B. C. on August 3, 1944.

	Brought forward	$ 43.60
Caulking iron		0.25
Trowel		0.35
Scraper		0.40
Calipers (2 pair)		2.00
5 Auger bits		3.00
Wrench		0.25
Drill bits		0.55
Rasp		0.25
3 Spark plugs		0.25
1 Trowel		0.50
2 Scrapers		0.50
Dies		1.50
1 Box wrench		0.50
Drills bit		0.25
1 iron bar		0.25
Wrench		0.25
Files		0.50
Tool box and junk		1.75
Square		0.50
Total		$ 57.40
Less Expenses: (Auctioneer's Fee:	$ 5.74	
(Advertising:	0.79	
(Moving:	5.59	$ 12.12
Net Proceeds Credited:		$ 45.28

Members of Custodian Staff Present. "Custiodian Agent Mrs. E.E. Arnold".

Extracted from Auctioneering List No. Prince Rupert 2.

Remarks.

COPY

1372

August 4th, 1944.

Messrs. H. G. Helgerson Ltd.,
P.O. Box 593,
Prince Rupert, B. C.

Dear Sirs:-

Re: Ichijuro MATSUMOTO

Parcel "A" - Boat Building Shop

This is to acknowledge your cheque for $1023.09 and to send you herewith our receipt for this sum and the deposit cheques already received from you on behalf of Messrs. Crawley and Didrickson. As there is a balance due on this Parcel, we will have Mr. Wright make out an Agreement of Sale which we will be sending up in due course. Mr. Wright is away at present and we shall not be able to get this matter completed before you leave on your vacation, but meanwhile, of course, Messrs. Crawley and Didrickson's offer has been accepted so that they will not be inconvenienced by any delay in completing the documents.

Yours truly,

H. F. Green
Protection Department.

Encs.
HFG:IF

Slocan, B.C.
September 20th, 1944.

EVACUATION SECTION
Rec'd SEP 22 1944
File No. 1372
Ans.
Referred Bell

DEPARTMENT OF THE SECRETARY OF STATE.
OFFICE OF THE CUSTODIAN,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B.C.

Dear Sir: Your file 1372

Re: Claims.

I acknowledge receipt of your letter of Sept. 18th, 1944 with copy of letter from Harvey & Brown.

As you know I am not in a position at present through no fault of my own, to defend a court action or to avoid the legal expenses in this matter for compulsory settlement of the claim of $400.00 damages. You of course understand that nothing can be done in settlement of this claim until after the war and I am returned to normal occupation.

When I was compulsory evacuated here without being able to complete the contract I left my business under your care, and now I ask you (the custodian) to do your best to stop these proceedings until I can defend myself.

Yours truly,

S. Nakamoto,

Reg. No. 10411.

1372.

September 29th, 1944.

Messrs. Brown & Harvey,
Barristers & Solicitors,
Bosmer Building,
Prince Rupert, B. C.

Dear Sirs:

Re: Ichijuro MATSUMOTO - #10411.

The duplicate copy enclosed with your letter of the 7th instant was duly passed on to Mr. Matsumoto who has replied as follows:

"I acknowledge receipt of your letter of Sept. 12th, 1944, with copy of letter from Harvey & Brown.

"As you know I am not in a position at present through no fault of my own, to defend a court action or to avoid the legal expenses in this matter for compulsory settlement of the claim of $400.00 damages. You, of course, understand that nothing can be done in settlement of this claim until after the war and I am returned to normal occupation.

"When I was compulsory evacuated here without being able to complete the contract I left my business under your care, and now I ask you (the Custodian) to do your best to stop these proceedings until I can defend myself."

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

Brown & Harvey
BARRISTERS & SOLICITORS

J. T. Harvey — T. W. Brown

Bank Building,
Prince Rupert, B.C.

Telephone 11
P.O. Box 111

EVACUATION SECTION
Rec'd OCT 30 1944
File No. 1372
Ref. T.W.B.
Bill

October 25, 1944.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sirs: Re: Ichijiro Matsumoto, Reg. 10411.
Your File 1372.

We have your letter of September 29th. We have carefully gone into this matter today with our client. He was given a very raw deal. If we have to sue we have no doubt that we could get damages of at least $600.00 or $700.00, but this would involve court costs of from $100.00 to $300.00 in addition, and there would be no point in having a total claim of say $2000.00 which would reduce the proportion of dividends and so be subject to court costs before our client got his own money out of it unless the estate is going to be nearly solvent. Would you be good enough to give us an idea at this time of how the estate stands, and we should appreciate it if you were permitted to let us have a detailed statement of the liabilities, as we act for several other creditors and it is just possible that you may have some claims listed at larger amounts than are actually owing.

We shall in the meantime appreciate it if you will keep a close watch on Isamu Matthew Matsumoto, Reg. #10459. You state in your letter of May 8th. of this year that he had nothing but a small Victory Bond and a Life Insurance Policy. He was a partner. A large cash payment was made to Matsumoto a few days before the evacuation. Young Sammy, as the younger partner was known, left Prince Rupert before the compulsory evacuation and immediately after the cash payment was made. This cash payment would have taken care of all creditors and we know that none of the creditors has gotten any appreciable amount out of it. The creditors were certain at the time that Sammy took this money away with him and that he still has control of it somewhere directly or indirectly.

Yours faithfully,

BROWN & HARVEY

By T.W.B. (JC)

TWB/JC

/1372

THIS INDENTURE made in duplicate the 2nd day of April

in the year of our Lord one thousand nine hundred and forty-five.

BETWEEN:

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 called the "VENDOR")

OF THE ONE PART;

AND;

ANTHONY P. CRAWLEY, Boat Builder
STEN DIDRICKSON, Boat Builder
both of Prince Rupert in the Province
of British Columbia

(Hereinafter called the "VENDEES")

OT THE OTHER PART;

WHEREAS ICHIJURO MATSUMOTO, Police Registration Number 10411, was formerly a Boat Builder in the City of Prince Rupert, in the Province of British Columbia;

AND WHEREAS the said ICHIJURO MATSUMOTO, a person of the Japanese race, was required to leave the protected area in the Province of British Columbia by Order of the Minister of Justice pursuant to the provisions of the Defence of Canada Regulations (Consolidation) 1941;

AND WHEREAS the Vendor under and by virtue of Order in Council Number P.C. 1665 of 1942 and amendments thereto and of the applicable provisions of the Revised Regulations Respecting Trading with the Enemy (1943) is vested with all the right, title and interest of the said ICHIJURO MATSUMOTO in the goods and chattels hereinafter described and enumerated, and hath contracted and agreed with the said Anthony P. CRAWLEY and Sten DIDRICKSON for the sale of the interest of the said ICHIJURO MATSUMOTO in the goods and chattels for the sum of Two Thousand Two Hundred and Ten ($2210.00) Dollars, such sale to be executed by a Conditional Bill of Sale to the Vendees herein;

WITNESSETH that The Secretary of State of Canada, hereinafter called the Vendor, has delivered to Anthony P. Crawley and Sten Didrickson, both residing at Prince Rupert, in the Province of British Columbia, hereinafter called the Vendees, the personal property hereinafter described, under a contract of conditional sale terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said property is now and shall remain the absolute property of the Vendor until after the full and complete payment of the purchase price therefor, which purchase price is the sum of Two Thousand Two Hundred and Ten ($2210.00) Dollars;

2. That the Vendees have this day paid to the Vendor, on account of said purchase price, the sum of One Thousand and Five ($1005.00) Dollars (the receipt of which is hereby acknowledged);

3. That the balance of said purchase price, to wit, One Thousand Two Hundred and Five ($1205.00) Dollars, is evidenced by the following described promissory note, to wit:

Makers:	Anthony P. Crawley and Sten Didrickson
Date:	12th day of March 1945
Due:	June 15th, 1945 and June 15th, 1946
Amount:	Two payments of $602.50.

4. That on full payment of said promissory note, principal and interest, according to its terms, the title to said property shall vest in said Vendees;

5. The said property and every part thereof at all times while out of the possession of said Vendor shall be at the risk of said Vendees, and all loss or damage of said property or any part thereof shall be borne by said Vendees and no such loss or damage shall operate to extinguish or diminish any liability upon said note; and said Vendees further agree to keep said property insured in a sufficient amount in favour of said Vendor to cover his interest at all times before the vesting of said title in said Vendees by the making of said payments as aforesaid;

6. Said Vendees shall at all times while the said property is in the possession of said Vendees have the right to use the same for all uses and purposes for which said property is designed;

7. Possession of said property was taken by said Vendees on the 30th day of May, 1944 *

8. Said property is described as follows, to wit:

Boat Building Shop
1 x 36" Bandsaw ✓
1 x 5 H.P. Motor ✓
7 Shaft hangers, shafting & pulleys ✓
1 Steam boiler and steam box. ✓

9. In case default shall be made in the payment of the said promissory note, principal or interest, as and when the same shall become due and payable according to its terms and conditions, the Vendor shall be empowered to take possession of the said personal property, with

* being date of deposit - as suggested by Mr. Wright - rather than date of licensing (15-6-43)

or without process of law, as the said Vendor may elect, and this contract shall be forfeited and determined at the election of the Vendor, and all sums theretofore paid by the Vendees shall be retained by the Vendor as rent for the use of said personal property, and that such default on the part of the Vendees shall not operate to extinguish or diminish any liability upon the said note;

10. Each payment hereinbefore mentioned is a condition precedent to the sale and transfer of the above described property.

PROVIDED that any covenants express or implied on the part of the Vendor are excluded.

The Vendor does not guarantee or warrant and has not made any representation whatsoever to the Vendees as to the quantity, quality, character and condition of the said goods and chattels and the Vendees acknowledge that they have purchased the said goods and chattels after personal inspection thereof and their own investigation without any representation or warranty whatsoever of the Vendor;

IN WITNESS WHEREOF the said Vendor 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 Vendees have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of

"J. Carroll
Dept. of Secretary of State
Witness
Secretary"

as to signature of Assistant Deputy Custodian.

"A. M. Mathieu"

Assistant Deputy Custodian

"Jean B Rinat"
827 Summit Ave.
Prince Rupert, B.C.
Married Woman.

as to signature of the Vendees

"Anthony B. Crawley" Seal

"S. Didrickson" Seal.

Vendees

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the Witness Florence Carroll
SWORN before me this 4th day of April A.D., 1945.

"J. A. Bouchard"

A Notary Public in and for the Province of Ontario.

Certified to be a true Copy
Hill C.

Notarial Seal, Ontario.

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO
TO WIT:

I, Florence Carroll
of the City of Ottawa, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:-

1. That the paper-writing hereunto annexed, and marked "A" is the Conditional Bill of Sale and every schedule or inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)

2. That the said Conditional Bill of Sale was made and given by the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada on the 2nd day of April, 1945.

3. That I was present and did see the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada in the said Conditional Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said 2nd day of April, 1945.

4. That the said Albert Honore Mathieu at the time of making and giving the said Conditional Bill of Sale, resided and still resides at 15 Aylmer Street in the City of Ottawa, in the Province of Ontario, and then was and still is the Assistant Deputy of the Secretary of State of Canada.

5. That the name Florence Carroll set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at 24 Woodlawn Ave., Ottawa, Ont., and am a Secretary

Subscribed to and sworn before me, this
4th day of April 1945,
at the City of Ottawa, in the Province
of Ontario.

"F. Carroll"

"J. A. Rambert"
A Notary Public in and for the Province
of Ontario.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA }
TO WIT: }

I, Jean B. Rivet of the City of Prince Rupert, in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by Anythony P. Crawley and Sten Didrickson, the parties thereto, for the purposes named therein.

2. The said instrument was executed at Prince Rupert, B.C.

3. I know the said parties, and that they are of the full age of twenty-one years.

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN before me at Prince Rupert in the Province of British Columbia, this 12th day of March, 1945

"Jean B. Rivet"

"Mora E. Arnold"

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

Rec'd AUG 14 1945
File No. 1872/11
Ans.
Referred

August 10th 1945.

Box 513.,

Prince Rupert.B.C.

Office of the Custodian.,
Japanese Evacuation Section.,
506 Royal Bank Bldg.,
Vancouver.B.C.

Mr F G Shears ,Director:

Dear Sir:- Re No 726 - 32:17:1. 225 First Ave E
Prince Rupert B.C.

Messrs Helgerson Ltd.,reported that you wished me to look over the above property,in view of changed conditions there.

The adjoining lot : No 33 Bk 17 Sec 1. was sold by the City,to Mr Viers,who,with the intention of building a workshop,started to excavate for a level site,and immediately ran into trouble in the form of drainage from the septic tank.

This possibility was apparent on my first visit,and for this reason brought it to your attention in my report to you,and I believe it has been the cause of some trouble and expense to you.

I understand an offer has been made for this property,of about twenty three hundred dollars - $2300.00-,and I believe that as things are now this is a very good offer,and would have no hesitation in suggesting that this offer be accepted.

Reappraisement August 9th 1945.

Value Twentythree hundred dollars - $ 2300.00.-

Respectfully submitted.,

Wm H Shortridge

WmH Shortridge.

Rec'd JAN 7 1947
File No. 1872/1
Ans.
Referred Mr Shears.

December 27th .1946
Prince Rupert B.C.

Office of the Custodian.,
Japanese Evacuation Section.,
506 Royal Bank Block.,
Vancouver.B.C.

137

Re:Cat No 726; 32-17--I.
225 First Ave E. Prince Rupert.B.C.

Mr F.G.Shears.,
Director.

Dear Sir-:

As requested I looked over the above property,but the tenant was away,and had to get a neighbour to assist in gaining access. As you are aware,the septic tank was on adjoining lot,and in consequence was removed,so plumbing is not now connected to any sewer.Also during tenants absence,frost occurred,with quite a little damage to pipes,and fixtures,and it appears that from the look of things,the place must have been flooded with water,with bad results,and the place looks a wreck.

The roof shingles too,must have been nailed with lath nails as many shingles are missing,and leaks are damaging the interior, wall sheathings are hanging loose,through leaks in roof and gables. Damage to plumbing fixtures is yet un-determined,as water would have to be turned on to find this out,but it could be plenty,as we had quite a frost spell at that time.

Also on account ofthe high ground at the rear of the lot, the ground rising about ten feet or so I would say,it will be expensive to get a septic tank installed,with quite a long run of pipe and tile.

Property conditions here are not too lively,those 504 War-Time houses could give owners a head-ache yet,and conditions are far from settled,as war time propertys are about all cleaned up now,or nearly.In veiu of these conditions,and the state of the property,I would suggest that a valuation of Fifteen hundred dollars, - $ 1500.00.- would be a fair price for the cottage.

Respectfully submitted.,

Wm H Shortridge

WmH Shortridge.

1372/1.

March 15th, 1947.

Mr. Ichijuro MATSUMOTO,
Registration No. 10411,
R. R. No. 1,
Nelson, B. C.

Dear Sir:

Re: Accounts.

We are in receipt of your letter of the 3rd instant asking for a statement of your account and requesting the release of your tools.

We enclose an extract of your account showing all receipts and disbursements to date, the former including proceeds from sale of the Boat Shop, and Equipment therein, at Cow Bay, as well as Tools stored in Dr. Kergin's basement. The balance standing at your credit is, as shown, $1,754.46.

It is appreciated that the sale of any property is a matter of concern to, and may even be contrary to the wishes of, the owner, but, as you are aware, the policies in regard to the management and subsequent liquidation of properties were decided on by the Government of Canada and while the problem was a difficult one for all concerned we can assure you that it has been the aim of this office to carry out those policies in as careful and fair a manner as possible.

In case you are not aware of the fact we might mention that in the case of buildings erected on rented land the landowner (in this case the City of Prince Rupert) can, in the absence of any agreement to the contrary, exercize his legal right to take possession of the building, or call for its removal from the land. For this reason we could not sell your Boat Shed until we had secured the landlord's agreement to the sale and his assurance of the extension of existing ground lease arrangements to the purchaser.

As with all property sales, this office has based these sales on valuations by qualified independent appraisers, and before acceptance offers have been submitted to and had the careful consideration and approval of an independent Advisory Committee. The prices realized were obtained with difficulty, and by way of illustration we give below an extract from our Prince Rupert Agents' letter of July 12/44, on the subject of your Tools. It reads in part as follows:

"Examination by your valuator, Mr. W. H. Shortridge, has shown some discrepancies in the goods stored in Dr. Kergin's basement, which necessitated a change in the offer submitted by Messrs. Crawley & Didrickson. Certain of the goods were in a far corner of the basement hidden by a stack of lumber and Mr. Crawley and I just made a guess at the contents.

(Over)

These discrepancies were in a bundle of long clamps and a bundle of band-saw blades. Also the crate containing the shaper was not opened at that time and we took it for granted that the machine was complete. On Monday, July 12th, Mr. Shortridge and Mr. Crawley, in my presence, opened the crate and found that it contained only the frame and a ¾ H.P. motor. The most vital parts, the cutters, were missing, also the fence and guard. This makes the machine valueless, but our clients are willing to take it and take a chance of being able to get them later. We made a further search, but without success. They may possibly turn up later when the basement is cleared as Dr. Kergin hopes to do soon. The machine was also quite rusty.

"Considering the above facts, Messrs. Crawley & Didrickson have submitted the following offer.

Offer 1.	Boatshop building and equipment	$2210.00
Offer 2.	1 Shaper incomplete	$ 100.00
	1 box labelled "B2" containing sander, drills, grinder & clamps	250.00
	1 bundle of 4 band-saw blades	12.00
	1 bundle of clamps & bits	30.00
	Certain tools from box labelled "B3":	
	6 clamps 6"	
	3 " 8"	
	2 short extension clamps	
	2 calking mallets	
	12 calking irons	33.75
		$ 425.75."

All efforts to sell your First Avenue property (Cat. 726) have failed up to this time, a fact that has been very disappointing because we had hoped to be able to realize a price that would enable us to liquidate your outstanding liabilities with at least some margin to spare. However, this will not now be possible. In re-appraising the property following the discovery that the septic tank was on the adjoining property and had to be removed when that property was sold by the City, the appraiser wrote:

"As requested I looked over the above property, but the tenant was away, and had to get a neighbour to assist in gaining access. As you are aware, the septic tank was on adjoining lot, and in consequence was removed, so plumbing is not now connected to any sewer. Also during tenants absence, frost occurred, with quite a little damage to pipes, and fixtures, and it appears that from the look of things, the place must have been flooded with water, with bad results, and the place looks a wreck.

(Over)

"The roof shingles too, must have been nailed with lath nails as many shingles are missing, and leaks are damaging the interior, wall sheathings are hanging loose, through leaks in roof and gables, Damage to plumbing fixtures is yet undetermined, as water would have to be turned on to find this out, but it could be plenty, as we had quite a frost spell at that time.

"Also on account of the high ground at the rear of the lot, the ground rising about ten feet or so I would say, it will be expensive to get a septic tank installed, with quite a long run of pipe and tile.

"In view of these conditions, and the state of the property, I would suggest that a valuation of Fifteen hundred dollars - $1500.00 - would be a fair price for the cottage."

Last December we received an offer of $1500.00 but could not accept the terms offered ($400.00 down and balance at $25.00 per month), and we are still looking for another purchaser.

To complete this interim report we enclose herewith a statement of the claims registered against you showing the position of these debts at this date.

Yours truly,

R. G. Bell,
Office of the Custodian.

RGB/P.
Encl.

1372.
Cat. No. 726.

September 30th, 1947.

Mr. Ichijuro MATSUMOTO,
Registration No. 10411,
R. R. No. 1,
Nelson, B. C.

Dear Sir:

Re: 225 First Avenue East, Prince Rupert, B. C.
(Lot 32, Block 17, Section 1, City of Prince Rupert, Map 923).

Since writing you on the 15th March, Messrs. H. G. Helgerson Ltd., have continued their efforts to find a purchaser for your above property and for the first time have succeeded in securing an offer that we can pass on to you with our recommendation that it be accepted.

In submitting their client's offer Messrs. Helgerson write as follows:

"We have succeeded in securing an offer of $1,800. cash for the property at 225 - 1st Avenue East. We strongly recommend that Mr. Matsumoto sell at this price as it is all cash. If he continues to hold the house a considerable sum of money will have to be spent on it. A new roof will have to be put on within the next six months as the last wind storms tore off a great many shingles and the roof is leaking. Also, the house needs decorating throughout."

Please give this offer your immediate serious consideration and advise us promptly of your decision, which will be passed on to Messrs. Helgerson as soon as it is received.

Yours truly,

R. G. Ball,
Office of the Custodian.

RGB/P.

REGISTERED MAIL.

LEIGH M. McBRIDE, B.A., LL.B. PHONE 51 R. BLAKE ALLAN, B.A., LL.B.

McBRIDE & ALLAN
SUCCESSORS TO DAWSON & McBRIDE
BARRISTERS, SOLICITORS, ETC.
415 BAKER STREET
NELSON, BRITISH COLUMBIA

November 24, 1947.

The Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville,
Vancouver, B.C.

EVACUATION SECTION
Rec'd NOV 27 1947
File No. 1372
Ans.
Init.

Dear Sirs:

Re Ichijuro Matsumoto.
Your file 1372.

We have been consulted by Mr. Matsumoto with regard to his claim against your Department for the prices which were obtained as a result of the compulsory sale of his business at Prince Rupert, B.C. He advises that in addition to the sale of his business you are contemplating the sale of his residence located at 225 1st Ave. East, Prince Rupert, B.C. on property more particularly described as follows:

Lot 32, Block 17, Section 1, Map 923, Prince Rupert, B.C.

for the price of $1800.00.

Mr. Matsumoto states that this piece of property is valued at $3000.00 and that he carries $3000.00 worth of insurance on the residence. Our client rigidly opposes any sale of the property at the price which you have suggested, namely $1800.00. Naturally since the house has not been sold we cannot mention anything about it in our claim which will be heard before the Honourable Mr. Justice Bird, but we feel that we should oppose now, any action which might result in the forced sale of the property for less than $3000.00.

Yours truly,

McBRIDE & ALLAN.

per Leigh M. McBride

LMM/R

1372.

April 4th, 1949.

REGISTERED MAIL.

Mr. Ichijuro MATSUMOTO,
Registration No. 10411,
R. R. No. 1,
Nelson, B. C.

Dear Sir;

Re: Cat. No. 726 - Lot 32, Block 17, Section 1,
City of Prince Rupert, Map 923.

As you are doubtless aware, the Order-in-Council which prohibited persons of the Japanese race from entering the Protected Area of British Columbia without permit has been revoked, such revocation being effective April 1st, 1949.

Our records indicate that the above property is registered in your name. During the past few years this property has been vested in and subject to the control of the Custodian. This letter is to advise you that as of May 15th, 1949, the Custodian intends to file a Vesting Certificate with the Registrar of Lands and thereafter the responsibility for administering this property will revert to you, as owner.

For your information, the arrangements existing at the present time are as follows:

(1) Messrs. H. G. Helgerson Ltd., 216 Sixth Street, Prince Rupert, Custodian Agents for above property, are being sent a copy of this letter and requested to render their final account for it to this office on May 15th, 1949.

(2) We enclose Tax Notice (our only copy), from which you will see that taxes for 1948 amount to $80.39 and are not yet paid.

(3) The Dwelling is insured against fire with the Wellington Fire Insurance Company (whose Agents are H. G. Helgerson Ltd.). The policy, No. 331458 for $3,000.00, expires March 19th, 1951.

(4) The property is, as you know, rented for $21.50 per month but the tenant, Mrs. Parkinson, is far behind with her rent, Messrs. Helgerson's January statement showing arrears of $200.62.

(5) We have from time to time written you on the subject of your outstanding liabilities, our last letter being dated May 13th, 1948, at which time the total had been reduced to $2,385.38, as per enclosed statement of this date. Against this total the balance standing at the credit of your ledger account is $508.57.

(Over)

It is believed that the interval between the receipt of this letter and May 19th, 1949, will allow you sufficient time to make any arrangements you consider necessary for resuming control, including collection of rents, and disposition of the property generally.

A copy of this letter, together with return envelope, is enclosed for your acknowledgment and return.

Yours truly,

F. G. Shears,
Director.

MGH/P.
Encl.

c.c. to Messrs. H. C. Helgerson Ltd.

(Address)_____

(Date)_____

_____
(Sign here)

File 1372.

REVISED LIST OF CLAIMS REGISTERED AGAINST ICHIJURO MATSUMOTO

(1)	$1,823.74	B. C. FIR & CEDAR CO. as per list dated Nov. 30/43	
	$ 30.65	Paid in August, 1942	
	$ 448.27	25% paid on Dec. 6/44	
	$ 455.96	25% paid July 17/47, leaving balance of	$ 888.86
(2)	$ 982.03	J. FYFE-SMITH CO., as per list dated Nov. 30/43	
	$ 245.51	25% paid on Dec. 6/44	
	$ 245.51	25% paid July 17/47, leaving balance of	$ 491.02
(3)	$ 377.22	TELEGRAPH COVE LUMBER CO., as per list (Nov. 30/43)	
	$ 94.30	25% paid on Dec. 6/44	
	$ 94.31	25% paid July 17/47, leaving balance of	$ 188.61
(4)	$ 116.70	BANK OF MONTREAL, as per list dated Nov. 30/43	
	$ 29.18	25% paid on Dec. 6/44	
	$ 29.18	25% paid July 17/47, leaving balance of	$ 58.34
(5)	$1,080.00	DWYER BROWN, as per list dated Nov. 30/43	
	$ 270.00	25% paid on Dec. 6/44	
	$ 270.00	25% paid July 17/47, leaving balance of	$ 540.00
(6)	$ 2.43	LOVE ELECTRIC CO., as per list dated Nov. 30/43	
	$ 2.43	Paid in full Dec. 6/44, leaving balance of	$ —
(7)	$ 2.20	SHENTON'S SHEET METAL WORKS, as per list (Nov. 30/43)	
	$ 2.20	Paid in full Dec. 6/44, leaving balance of	$ —
(8)	$ 15.50	WORKMEN'S COMPENSATION BOARD, as per list dated Nov. 30/43	
	$ 15.50	Paid in full Dec. 6/44, leaving balance of	$ —
(9)	$ 52.39	LINDSAY'S CARTAGE & STORAGE, as per list (Nov. 30/43)	
	$ 13.10	25% paid on Dec. 6/44	
	$ 13.10	25% paid July 17/47, leaving balance of	$ 26.19
(10)	$ 181.14	ESTATE OF J. A. BROWN, as per list (Nov. 30/43)	
	$ 45.28	25% paid on Dec. 29/44	
	$ 45.28	25% paid July 17/47, leaving balance of	$ 90.56
(11)	$ 203.55	VANCOUVER GENERAL HOSP., as per list (Nov. 30/43)	
	$ 50.89	25% paid on Dec. 6/44	
	$ 50.89	25% paid July 17/47, leaving balance of	$ 101.77
(12)	$ 3.00	DR. C. H. HANKINSON, as per list dated Nov. 30/43	
	$ 3.00	Paid in full Dec. 29/44, leaving balance of	$ —
(13)	$ 214.37	DEPT. OF NATIONAL REVENUE, as per list (Nov. 30/43)	
	$ 214.37	Paid in full Dec. 4/43, leaving balance of	$ —
		Total outstanding today	$2,385.38

E. & O. E.
4th APRIL, 1949.

RGR/P.

HGM/F.

1372

August 26, 1949.

REGISTERED MAIL

Mr. Ichijuro Matsumoto,
R. R. No. 1,
Nelson, B. C.

Dear Sir:

Re: Lot 32, Block 17, Section 1,
City of Prince Rupert, Map 923.

We do not appear to have received an acknowledgment of our letter to you of April 4, 1949, in which you were informed that the Custodian was withdrawing his vesting and control of the above property.

The rental and other arrangements existing at that time under the supervision of Messrs. H. G. Halgerson Ltd. were outlined in order that you could continue them or make such other arrangements as you desire.

Tax Notice for 1949 is enclosed for your attention. The Municipality is being advised that the Custodian is withdrawing his vesting and has been requested to forward all future notices direct to you.

Wellington Fire Insurance Policy No. 331458 covering the building on this property against loss by fire in the sum of $3000.00 has been forwarded to the agents, Messrs. H. G. Halgerson Ltd., with the request that it be transferred to you.

A payment of a further 20% is being made on your outstanding liabilities as shown on the attached list and the creditors are being advised that no further funds are available through this office. After these payments have been made the balance in your account is $31.50, cheque for which is enclosed herein.

This letter is being sent by Registered Mail with Post Office return acknowledgment in order that our file may be closed as far as administration of this property is concerned.

Yours truly,

F. G. Sheers,
Director.

FGS/AC
Encs.

cc. H. G. Halgerson Ltd.

EXHIBIT No 379 - B
DATE Jan.30/50.
FILED BY
Mr.Macdonald.

COPY.

W.H.S. APPRAISAL

The Custodian : Japanese Section

Additional to Catalogue, but requested by Mrs.Arnold - Helgersons

Prince Rupert. Cow Bay Property

NO.1. Cow Bay Barber Shop City Ground Rent per Mo 6.00

Description Barber Shop converted to 2 Apts
No descriptive plot, but on Cow Bay Road.
Size of Building approx 24'0" x 44'0" - 1 Storey & Basement.
Front Apt 3 Rooms: Rear 2 Rooms with Joint Bathroom W.C.& Tub and includes kitchen range & H.W.B.
Some fixtures for Barber Shop,large mirrors,side boards etc. settee,heaters,chairs etc.

Condition of Building
Foundations poor, roof poor, generally flimsy.
Ground rent,subject to 1 year's notice, and readjustments

Value as is. Five Hundred fifty dollars - $550.00.

No.2. Cow Bay Store Building. Cow Bay Road, Gd Rt. 5.00

Description, store converted to 2 Apts (Rented to Natives)
Front - 1 Room large; Rear 2 rooms. One W.C. only.
Size of Bldg App 22'0" x 44'0" with front porch & rear shed.

Condition of Building.
Erected in the recent years,but flimsy, roof leaks and hasn't much to commend it.
Equipment. Show boards in window, 1 show case, 1 counter.

Location for Store very good.

Value as is. Four Hundred seventy five dollars - $475.00.

Subject to year's notice of vacation, as previously.

No.3. Matsomoto Boat Shed. Tenants Crawley & Dedrickson
Cow Bay Road near Bridge.

Well constructed main building, with side sheds, and rear shedding and store rooms, app.80'0" x 56'0" or so, main roof mounted on 8" x 8" posts 18' or 20' high, then trusses and stout rafters, all roofs close sheathed and roofed with roll roofing. Shed fitted with work benches,shelving and the usual lockers and storage facilities. Roofs leaks and needs light repairs,as do skylights. Building would cost well over $3000.00 to replace. Lacking the security of tenancy that one would wish for in bidding on this investment I would place this value at $1800.00. Eighteen hundred dollars.

Equipment on this site include - 1 36" Bandsaw & Saws,1-5 HP Motor Hot Water Boiler and Steam Box, 7 Shaft Hangers, Shafting, Pulleys etc,in situ,at another Four Hundred dollars -$400.00.
Other equipment not on site would be extra to above.

EXHIBIT No. 379-9
DATE Jan. 30-1950
FILED BY [illegible]

COPY.

UNIVERSAL APPRAISAL COMPANY

Yorkshire Building,
Vancouver, Canada.

January 19, 1950.

Mr.McMaster,
675 West Hastings Street,
Vancouver, B.C.

Dear Mr.McMaster,

Re: Case #379, Matsumoto

We have checked over the list of equipment, which you supplied us with and the price on the first items, namely the 36" Preston bandsaw, the motor, transmission, lathes, cutters, turning tools and boiler, seem very reasonable.

It is our understanding that this sale was made about July 1944 and at that time there was quite a scarcity of woodworking equipment. Some items in the used market were selling for almost as much as they did new because you could not get delivery of the new equipment.

On the second lot of items including the Boice shaper, and motor, electric drills, sander and grinder, these values appear to be alright but we believe that they were worth more than 50% of the new value at that time.

On the list of smaller equipment, the prices seem to be reasonably correct. These are all good usable items and not the sort of items that anyone buying for use in any kind of a woodworking plant wouldn't have need for. If I remember correctly, you said these items were sold at an auction for somewhere about $50.00. To my mind this is ridiculous. They should have been at least worth 1/3 of the new price even at an auction. Their actual value for resale we believe more nearly approach 50% of the new value.

If there is any further information we can give you, please do not hesitate to call us.

Yours very truly,

UNIVERSAL APPRAISAL COMPANY

G. W. SKELDING.

GWS/dr

Cat. 7 & 6

NOV 26 1947

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

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

4 Insurance

1372

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

(1) NAME MATSUMOTO, ICHIJURO (RCMP) Reg. No. 10411
(Print) Surname Given Name

(2) Pre-Evacuation Address 225. 1st Ave. E. Prince Rupert, B.C.

(3) Present Address R.R.#1. North Shore. Nelson. B.C.

(4) REAL ESTATE

(a) Street Address (if any) (#1. Residence) 225 1st Ave.E. Prince Rupert, B.C.
(#2. Boatshop) Cow Bay, Prince Rupert, B.C.
Province

(b) Legal description (lot number, block number, section number, etc.)
(#1 Residence) Lot Thirty-two (32) Block Seventeen (17) section one (1). Map 923. Prince Rupert. B.C.
(#2 Boatshop) Cow Bay, Prince Rupert, B.C. Site for business leased from City of Prince Rupert.

(c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) Residence Type of business Boat Building
(iii) Business
(iv) Any other type of property (describe) Pleasure boat (for charter).

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land Estimated value (#1.Residence) $ 3,000.00
(ii) Buildings Custodian sets market value to date on residence #1. - - - $ 1,800.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) Damage claim - - - - - - - - - - - - - - - - $ 16,535.22 1,200.00
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 19,535.22
(v) Amount at which Custodian sold property and credited your account - - $ 4,222.20
(f) Loss (This figure is arrived at by deducting item (v) from item (iv)) plus value on residence ($1,800.00) $ 15,313.02

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation at shop, Cow bay, Prince Rupert,B.C. and at Dr.L.W.Kergin, Prince Rupert.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
Shop,Lumber shed, and Dr.L.W.Kergin's Office Basement

(c) How stored or packed at time of evacuation Tools in shop were in Tool room, and stocks inside shop and lumber shed, in piles. Some tools at Dr. Kergins were packed in boxes numbered and also bundled.

BUSINESS.

Part of Old Building (#2 Shop)		250.00
New Building (Shop)		6134.00
Shop Machinery.		1915.00
Stock (approximate)		1000.00
Goodwill.		5000.00
Account receivable.		
Peter Hann	1737.77	
Carl Bydgness	450.00	
Millard Packing Co.	48.05	
	2235.82	
Total value of business.		$16535.22

RESIDENCE.

Value as insured	3000.00
Custodian sets market value to date	1800.00
Depreciation damage	$1200.00

LOSS ON ABOVE.

Business		16535.22
Residence.		3000.00
	Total Value.	19535.22
Custodian credited by above sale	2422.20	
Custodian sets market value on residence.	1800.00	
	$4222.20	4222.20
TOTAL LOSS OF REAL PROPERTY		$15313.02

PERSONAL PROPERTY

Portable electric machineries.		320.00
Tools.		715.00
Incomplete contract, value of materials on hand.		700.00
'Queen Bee' charter cruiser.		3000.00
TOTAL ESTIMATED MARKET VALUE		$4735.00
Tools and machinery	425.75	
'Queen Bee' forced sale	1800.00	
	$2225.75	
Total amount credited by Custodian		2225.75
TOTAL LOSS ON PERSONAL PROPERTY		2509.25
TOTAL LOSS OF REAL PROPERTY.		15313.02
		$17822.27

Stock on hand items (lumber)

My ~~late son~~ Father reported the sum of $500.00 to the office of the Custodian for the materials left in the shop which I now find were worth $364.80. He so reported in declaration made at the time of evacuation.

Items are as follows:

2 pcs. 2 x 12 - 16' ----- 64
3 pcs. 2 x 12 - 14' ---- 84
148

				per 1000	
fir decking	2 x 4	450'	@	$100.00	$14.80
fir decking	2½ x 4	875	@	100.00	45.00
Oak	1¼"	450'	@	22¢ per ft.	87.50
gunwood	1", 1½", 1¾"	339'	@	25¢ per ft.	99.00
Oak	2"	157	@	30¢ per ft.	77.50
					41.00
					$364.80

Case No. 379

Ichijuro MATSUMOTO

MEMORANDUM re CLAIM form.

Second claim re buildings at Cow Bay,Prince Rupert, has been amended by adding note on reverse side as follows:

"Custodian is entitled to further credit for sale misc. tools $57.40 - reducing total net claim to $6905.65."

I hereby certify that the above statement is correct.

April 21, 1948 M Matsumoto

CASE 379

NOTES RE PERSONAL PROPERTY CLAIM

Instructed to File 1377

The claimant's evidence is to the effect that large equipment was left in the boat house and that movable equipment and tools were put in boxes and moved to Dr. Kergin's house and placed in the locked basement.

He states that some large clamps required for the use of the owner of the incompleted boat were left in the boat house.

He states that his goods were placed in boxes Numbered B1, 2, 3 & 4 and they were listed in English by the son, now deceased, on a piece of board ½ 12" x 2 feet long.

He states that on March 19, 1942, while still living in the house in Prince Rupert with other members of the family present, he together with his son, translated the list into Japanese and wrote it down in a lined, small sized scribbler.

He states that the list supplied to the Custodian in his declaration of March 25, 1942, made in Hastings Park, Vancouver, was taken from this list written in the Japanese language.

He states that the inventory prepared for this claim and attached to Exhibit 3 was made from the Claimant's recollection (Transcript Page 22). The claimant did not explain why he did not use the list from which he prepared the declaration to the Custodian.

With reference to the tools packed in boxes and left in Kergin's basement, the Claimant was not shown the inventory made by Mrs. N. E. Arnold on April 18, 1944 nor her accompanying letter in which she states that she took a man with her who could distinguish the various tools and that they together opened the boxes with the exception of "B4" (a wooden box 24x8x8 said to contain personal tools) and made a full list of the tools found in the basement, including bandsaw blade and boat clamps which obviously had been left for the use of the owner of the unfinished boat and later put in bundles and given into Dr. Kergin's care.

The Claimant stated in his evidence that when he put the boxes in the basement there were no items which were not in boxes.

The Claimant was not asked whether he received the personal tools in the unopened box "B4" not withstanding he stated in his evidence that Dr. Kergin had sent goods to him direct (Trans. Page 24).

Further, the Claimant was not asked whether many of the tools were old, rusty and some improvised into Japanese type as stated by Mrs. Arnold in the inventory.

The Custodian was not given an opportunity to put in evidence as to whether Kergin shipped the box of personal tools or whether the boxes in the basement had remained intact up to the date of the inventory taken by Mrs. Arnold.

AGM/AC

Sept 20/49.

For Admin file

CASE 379

SOLD WITH BOAT SHOP
(Boat shop appraised $1800. - Equipment $400. = $2210)

Boat Shop Equipment	Declared	Claim	Offer (Aug.21,1943)	Sold (Included in final offer May 15/44, C & B)
Bandsaw	$ 850.	$ 350.	$ 350.	Equipment in Boat shop
Electric motor (old)	125.		75.	
Shaft,belt,pulley & stand	300		50.	
1 Lathe (incomplete)	100		Valueless	
1 Boiler & Box (very bad shape)	250		100.	
2 Switch Boxes(wiring condemned) (no extensions & fittings)	75		50.	
	$1700.		$ 625.	$ 410.

Other Tools
(Appraised by W. H. Shortridge and shown on Inventory April 18/44, H.E.Arnold)
(Items shown in offering letter, Helgersons, July 12/44)

	Japanese Declared	Claim	Sold, C.&.B.
Shaper (incomplete	$ 250.		$ 100.
Sander, Drills, Clamps B2	500.		250.
4 Bandsaws	(5) 30.		12.
Bundle clamps & bits	100.		30.
Misc. tools - from "B 3")			
6 clamps 6")	Taken from trunk "B3"		
3 clamps 8")	planes etc.		33.75
2 short extention clamps)	$120.		
2 calking mallets)			
12 calking irons)			
	$ 880 / portion of $120.		$ 425.75

Pd. July 18. 1944

Tools - Auction Sale — Sold Auction (45.20 net) 54.70

Bill of Sale covering Boat Shop + certain Goods - dated Apr 7.44 possession as of May 30.44 being date of deposit.

APPRAISAL.

File 1372

Valuation of tools and equipment belonging to Ichijuro Matsumoto, stored in Dr. Kerrin's basement.

1. Box labelled B2 (all new prices quoted from Mac. and Mac. catalogue)

Contents-	1 4½ skilsaw bench electric sander	catalogue pr. new	100.00
	1 ½ D. ½ B. Heavy duty drill	" " "	90.00
	1 ¼ " " Junior drill (damaged)	" " "	65.00
	1 small bench grinder and 2 emery wheels	" " "	10.00
	1 1/3 H.P. motor for grinder (a reused motor)	" "	20.00
	2 extension clamps 1-18", 1-24"	" "	5.00
	29 assorted Boring Bits at 1.50 ea.	" " "	43.50
			$333.50
	Following in bad shape		
	4 6" Clamps)		
	4 7½ ")		
	14 8" ") 22 at $1.15		26.00
	1 rib ") 1 " 1.50		

Summary- Power tools appear to have had considerable use and some expense will be entailed in conditioning motors.

New price of $333.50 must be depreciated at least 1/3
less 111.00

222.50
clamps 26.50
$248.50

Total value of contents labelled B2 ——$248.50

---

2. Bundle of bandsaw blades. Bundle thought to contain 5 blades, but upon opening found to contain 4 only.

4 saws- one badly kinked and of little use- flat price new $4.75.
Valuation $3.00 each Total $12.00

---

3. Extension clamps. Was in far borner of basement and difficult to examine, buyer made a guess of 10 in bundle.
Bundle contained 4 ext. clamps (2 60", 1 48", 1 36") $5.00 ea $20.00
7 auger bits and 4 drill bits 10.00 $30.00

---

4. Crate said to contain Shaper complete , labelled B1
Examination showed shaper incomplete. Only shaper frame and ¾ h.p. motor present There were no cutters, fence or guard, and until these are located or new ones bought machine is useless, and value only $75.00. Replacement of cutters and other parts will cost $150.00

Value $75.00

---

5. Certain tools etc. from box labelled B3

2	short ext. clamps	2.50 ea	new	$5.00
6	6" Cr. Clamps	1.00 "	"	5.00
3	8" " "	1.25 "	"	3.75
2	caulking mallets	5.00 "	"	10.00
12.	" irons	.75 "	"	9.00
				33.75
	All these are in good shape but are used and should be depreciated 1/3		less	11.25
			Total value	22.50

Summary- contents of box B2 $248.50
bundle of saw blades 12.00
" " clamps 30.00
Shaper frame and motor 75.00
tools from box B3 22.50

388.00 Total value.

Signed

Valuer.

The errors in the numbers of saw blades and clamps were only visible when the bundles were unpacked, numbers given in offer of Crawley and Didrickson were etc may yet be determined and offer will be
the location of shaper cutters made.

Form G

DEFENCE BRIEF

Nelson, B.C.,
March 11, 1948.

Ichijuro MATSUMOTO

File No. 1372

Case No. 379

MEMO:

The following documents have been removed from Master File No. 1372 and placed with copies in the Claim File No. 1372. (Case No. 379)

1. Memorandum dated July 28, 1944. To: Mr. Shears From: Mr. Green, re (1) purchase price of boat shed, building and equipment, and (2) equipment outside this building.

2. Letter dated Aug. 4, 1944 from the Custodian to H.G. Helgerson, Ltd. acknowledging payment for building and referring to Agreement for Sale of same.

3. Receipts No's 9639 and 9640 for payments on purchase price with statement attached from H.G. Helgerson, Ltd.

4. Memorandum dated July 4, 1944, re offers received on claimant's property.

5. Letter dated March 19, 1945, from H.G. Helgerson Ltd. to the Custodian re condition of boatshop building and valuation, and also machinery.

6. Letter dated April 9, 1942, from A. Brooksbank, City Assessor, Prince Rupert, to the Custodian re property assessment, etc.

7. Letter dated February 19, 1945, from H.G. Helgerson Ltd. to the Custodian referring to Mr. Shortridge's valuation with the latter attached thereto.

8. Memorandum re Chattels dated March 28, 1945, re valuation and bid.

9. Further receipts for payments on purchase price of property.

10. Conditional Bill of Sale dated the 2nd of April, 1945.

PERSONAL PROPERTY CLAIMS

(All claims shown are Gross)

1. Boat Shop & Buildings	Appraised at	Sold for
$6,368.00	$1,800.00	$1,800.00

Witnesses: 1. N.H. Shortridge - Appraiser Exhibit No. 6.

2. F.C. Shears - to prove advertisement and sale by tender.

Ref. Trans. p. 7, lines 9 and 16 - no permanence of tenure.

Brief of Notes in Defence.

2. Lumber Claim

$364.80 left under the custody, control and management of someone other than the Custodian, appointed by the owner of the property.

Witnesses: 1. M.E. Arnold - Agent, of H.G. Helgerson, Ltd.

2. Peter Haan - ref. Trans.p.p.19, 24, and 12, line 6, re seine boat under construction.

Ref. Brief of Notes in Defence, p.2.

3. Tool & Machinery Claim	Appraised at	Sale Price
$2,950.00	$400.00	

(a) Heavy shop machinery & equipment valued by the claimant at $1915. $410.00

Witnesses: 1. W.H. Shortridge - Appraiser. Exhibit No. 6.

2. F.G. Shears - to prove advertisement and sale by tender.

Ref. Trans.p. 9, line 22 and following - The claimant's valuations are based on replacement cost, etc.

3. H.G. Helgerson Ltd. - Agent. Trans. P. 19 and P.23 - key left with Agent.

Ref. Brief of Notes in Defence, p.2.

(b) Portable Machinery valued by claimant at $125.00 $75.00 (shaper) $100.00

Witness: 1. W.H. Shortridge - Appraiser, Exhibit No. 6

(c) Portable machinery valued by claimant at $195.00 Recorded, but now missing.

Ref. Brief of Notes in Defence, p.p.2, 3.

(d) Tools valued by claimant at $116.75. (Auction) $48.35

Witness: 1. F. G. Shears - to prove sale by auction.

(e) Tools valued by claimant at $67.10. Recorded, but now missing.

Ref. Trans. P. 26.

	Some Sold for
(f) Tools valued by claimant at $531.15, some were left under the custody, control or management of someone other than the Custodian, appointed by the owner of the property.	$334.80

Witnesses: 1. H.G. Helgerson Ltd. - Agents.

2. Dr. Kergin - Agent.
Ref. Trans. p. 26.

Ref. Brief of Defence Notes, p. 3 and attached Analysis.

Summary of Defence Witnesses	Where Required	Summary of Documents to be filed	Witness Proving Same
W. H. Shortridge	1, 3(a),(b)		
F. G. Shears	1, 3(d)		
N.E. Arnold of H.G. Helgerson Ltd.	2, 3(a),(f)		
Peter Haan	2		
H.G.Helgerson Ltd.	3 (a), (f)		
Dr. Kergin	3 (f)		
A.J. Crowley & W. Didrickson - Tenants. Purchasers.		To prove business purchased as a going concern.	

HAC/mw

Form G

B R I E F

Nelson, B.C.,
March 11,1948.

Notes in Defence

In the Matter of the Claim of
Ichijuro MATSUMOTO

File No. 1372

Case No. 379

MEMO:

The following documents have been removed from Master File No. 1372 and placed with copies in the Claim File No.1372. (Case No.379)

1. Memorandum dated July 28, 1944. To: Mr. Shears From: Mr.Green, re (1) purchase price of boat shed, building and equipment, and (2) equipment outside this building.

2. Letter dated Aug. 4, 1944 from the Custodian to H.G. Helgerson, Ltd. acknowledging payment for building and referring to Agreement for Sale of same.

3. Receipts No's 9639 and 9640 for payments on purchase price with statement attached from H.G. Helgerson, Ltd.

4. Memorandum dated July 4, 1944, re offers received on claimant's property.

5. Letter dated March 19, 1945, from H.G. Helgerson Ltd. to the Custodian re condition of boatshop building and valuation, and also machinery.

6. Letter dated April 9, 1942, from A. Brooksbank, City Assessor, Prince Rupert, to the Custodian re property assessment, etc.

7. Letter dated February 19, 1945, from H.G. Helgerson Ltd. to the Custodian referring to Mr. Shortridge's valuation with the latter attached thereto.

8. Memorandum re Chattels dated March 28, 1945, re valuation and bid.

9. Further receipts for payments on purchase price of property.

10. Conditional Bill of Sale dated the 2nd of April, 1945.

CHATTELS CLAIM

Claim:	1. Boat shop buildings	$6384.00
	2. Lumber	364.80
	3. Machinery and Tools	2950.00
	Total Claim	$9698.80

Claim 1:

Boatshop buildings - is based on -

Labour Costs (1941)	$4520.
Material	1614.
Large lean to 12 x 60	250.
Total	$6384.

Custodian Sale Price	$1800.
W.H.Shortridge Appraisal	$1800.

Defence: Building was sold for its fair market value.

(1) This building, consists of a main boat shop (30 x 73) built in 1941, a large lean to (12 x 60), used as a machine room, built in 1925 - claim states it was 8 years old in 1933 and estimates the cost new at $1000 - and two small lean to's (4 x 65) and (10 x 30). It is noted that the majority of the claimant's values are based on cost.

Building was sold by public tender by the Custodian. W.H.Shortridge's independent appraisal - $1800.00. The land upon which the building stood, was leased from the City of Prince Rupert for $20.75 per month. There was no permanence of tenure and this was not very satisfactory from the point of view of the people (in this case, the claimant) who were putting up the money to build the plant. (Trans. P.7, lines 9 and 16. (Commissioner) In his J.P. form the claimant values his boat building shop at $5000., which includes labour and materials. He now claims $6984.

Building Assessment $600.
One offer received for 1625.
Since this boat shop was built on city property, accordingly the claimant had no property in same. This business was sold as a going concern to the tenants, Crawley & Didrickson. See letter dated May 15, 1944 from H.G. Helgerson, Ltd. to the Custodian. Transcript, P.15, lines 14 & 15. P.5, line 9.

Claim 2: Lumber - $364.80

Defence: This lumber was left in the claimant's boatshop in care of H.G.Helgerson, Ltd., and was used to complete construction of a boat being built by the claimant at the time of his evacuation. Transcript P.19.
Transcript P.24.
This boat, a 65 foot seiner, cost over $1000. to finish despite the fact the claimant alleges there was only 10 days work remaining to be done, (Transcript P.12, line 6) consisting of putting on, installing fittings, and masts. This boat was being built for a Mr. Peter Haan, who completed the work on it himself.

Claim 3: Machinery and Tools - $2950.00

This claim consists of three parts:

A. Heavy shop machinery and equipment	$1915.00
B. Portable machinery	320.00
C. Tools	715.00
TOTAL	$2950.00

A. Heavy shop machinery and equipment	$1915.00
Custodian sale price	$ 410.00

Defence: Heavy shop machinery and equipment was sold for its fair market value.

This machinery and equipment was sold by public tender by the Custodian for $410.00.
W.H. Shortridge - Appraisal $400.00.
Transcript P.9, line 22 and following - The claimant's valuations are based on the replacement cost. A piece of machinery, e.g., bandsaw, etc. that he paid $350.00 for in 1938, he is claiming $850.00. These chattels were sold along with the boat shop building and with other tools as a going concern, to the tenants, Crowley and Didrickson.
Transcript P.19. Heavy equipment was left in claimant's own shop in care of H.G.Helgerson,Ltd. P. 23 - Key was left with H.G.Helgerson Ltd.

B. Portable Machinery	$ 320.00
Custodian sale price	$ 100.00 (see attached list.)
	((shaper only))

Claimant's valuation - 1 shaper (approx.) $125.00. Appraisal $75.00.
Balance $195.00 sold with tools at auction or are missing.

Defence: Portion of portable machinery which was sold, was sold for its fair market value.

Sold by public tender by the Custodian.
Transcript P.11, line 5 - Claimant admits that some of the machinery that the Custodian sold, he got a good price for, and P.16, line 15 and following - Custodian sold machinery valued in claim - $320. for $350. The Custodian's sale price was not unreasonable.

W.H. Shortridge's appraisal in claim file.

C. Tools	$715.00	
Custodian sale price	$425.75	less $100. (shaper)
	325.75	
& Misc. tools	57.40	
	$383.15	

Of these tools, identified items in a partial inventory taken by N.E. Arnold, $116.75 were sold at public auction by the Custodian for $48.35. The balance of $67.10 was not found. In addition the claimant claims for $531.15 making a total claim of $715.00.

Defence: 1. Portion of tools which was sold, was sold for its fair market value.
2. Prices claimed for tools not sold are exorbitant.
Agency 3. Tools were left in the care of an agent or agents, H.G.Helgerson,Ltd. and Dr.Kergin.
4. Some of these tools were left in shelves in boat shop as when using them, and premises were subsequently leased by agent, H.G.Helgerson,Ltd.

Transcript P.26 - Outside of the clamps, which were left in the boat house, the claimant is not certain what items were left where, but he thinks all the rest of the tools were left with Dr. Kergin. He also thinks his deceased son made a list of tools packed in boxes and the claim list (attached to Ex.3) was made up on this list made by his son.
BUT on p.22, line 20 and following, the claimant admits that no inventory was taken at that time (evacuation) and that the list (claim) attached to Ex.3 is made up from the claimant's recollection.

For details of Tool Claim see attached list.

	Claimant's Valuation		
Inventoried	$116.75	(tools) - sold for	$48.35
	67.10	" - were not found.	
Not inventoried:	$531.15	" - sold sold for	334.80
		- some not found.	
Total	$715.00		$383.15

HAC/mw

Partial Inventory taken by N.E. Arnold of H.G.Helgerson Ltd.,Prince Rupert, dated April 18, 1944, only identifies the following items for which the claimant claims.

	Cost Price	Approx. Cl'sVal'n	Cust. S.P.
A. Heavy Shop machinery & shop equipment			
5 band saw blades			
B. Portable Machinery			
1 Shaper, etc.	250.00	125.00	100.00
1 - ¾ Electric drill (U.S.A.)	125.00	62.50	
C. Tools			
2 - 3" carpenters bar clamp (joiners)	8.00	4.00)	
3 - 3' steel bar clamp	28.50	14.25)	
3 - 2' steel bar clamp	18.00	9.00)	
1 - 5' " " "	10.50	5.25)	.75
2 -18" " " " (Claims 3)(25.65)	17.10	8.55)	
5 - 6" boat clamps (claims 2 doz.)(42.00)	10.50	5.25)	
3 - 8" " " (claims 2 doz.)(51.60)	6.45	3.25)	
1 - 6" pipe wrench)	1.80	.90	1.00
1 - 8" " ")Inventory	2.05	1.00	.75
1 -10" " ")3 boxes	2.65	1.80	.25
1- 18" " ")	5.10	2.55	.50
1 -24" " ")	9.00	4.55	
2 - 6" Crescent wrench	2.40	1.20	.25
3 - 8" " "	4.35	2.65	
1 -10" " "	1.80	.90	
1 - 8" Goes Knife handle wrench	2.25	1.10	
1- 15" " " " "	4.90	2.45	
12 Caulking irons	12.00 .50	6.00 1 -	.25
2 Yankee automatic drills	11.50	5.75	.30
1 nail puller	4.35	2.15	
2 box scrapers	2.40	1.20	1.15
1 large breast drill (inventory incomplete)	8.25	4.10	
2 sets Irwin auger bits	4.30	2.15	9.55
1 smoother plane (claims 2) (5.00)	2.50	1.25	6.25
1 - 24" jointer (Stanley)	5.00	2.50	.75
2 block planes	8.30	4.15	11.25
1 set 55 combination planes (inventory 36)(35.00)	22.90	11.45	
2 ship augers (3/8")(claims 3 - 7.50)	5.00	2.50	
3 double bitted axes	9.00	4.50	
1 Japanese axe	5.00	2.50	
1 H.B. prospector's axe	2.80	1.40	
1 borad axe	10.00	5.00	.50
1 small axe	1.50	.75	.25
1 ship adze	10.35	5.15	1.00
2 caulking mallets	20.00	10.00	
1 ship mauls	5.00	2.50	.85
1 pinch point bar	3.20	1.60	.25
1 fahiers pinchers	2.25	1.10	
2 - ½ in. collets (claims 3) (10.20)	6.80	3.40	
2 - ½ in. dies (claims 3 (11.70)	7.80	3.90)	
2 - 5/8 in. dies	9.10	4.55)	7.00
1 - ¾ in. die	5.20	2.60)	
1 - 2 ft. steel square	2.75	1.35	.50
1 - 8 in. caliper	2.25	1.10	2.00
1 No. 95 Stanley butt gauge	2.50	1.25	
1 adjustable bit gauge	1.35	.65	
1 24 in. metallic plumb & level	5.45	2.70	
1 18 in. wood level	1.65	.80	.25
10 hand saws (claims 2)	11.00	5.50	1.75
1 rip saw	5.50	2.25	.50
2 spoke shaves	2.00	1.00	
1 coker gauge	2.50	1.25	
1 tool grinder 6 in.	10.40	5.20	.50
	Identified	$116.75	
	Not identified	67.10	
	TOTAL	$183.85	$ 48.35

N.B. Note that this is not a complete inventory of all the goods left in Dr. Kergin's basement. Box "B4" was not inventoried.

CASE NO. 1 JPG.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

BEFORE

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

Nelson, B.C.,
March 12th, 1948.

IN THE MATTER OF THE CLAIM OF
ICHIJIRO HATSUMOTO.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the Dominion Government.

A.W. FISHER, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary.
C.M.R. UPTON, Esq., Official Interpreter.
G. HAMILTON, Esq., Official Reporter.

MR. FISHER: No. 19 on the list, my lord, Ichijuro Matsumoto.

ICHIJURO MATSUMOTO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. FISHER:

Q You are the claimant in this matter?

A Yes.

Q And you have authorized your son to be here today and give all the necessary information?

A Yes. My son was associated with me in this business and he understands the situation fully and can deal with the matter satisfactorily.

MR. FISHER: Thank you. We will now have the son. Will you come forward, please? There weren't any questions you wanted to ask, were there?

MR. HUNTER: No.

(Witness aside)

ISAMU MATTHEW MATSUMOTO, a witness called on behalf of the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. FISHER:

Q You have gone over this form with Mr. Leckie with regard to the claim of your father for real estate — it is actually a shipbuilding yard?

A Yes.

Q And the information in this claim form — you have signed it — is true and correct?

A Yes.

I. Matsumoto,
In Chief.

MR. FISHER: I would have it go in as Exhibit 1, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Attached to Exhibit 1 you have a picture of the boathouse where the work is done on the boats?

A Yes.

Q You also have another picture there of the ship ways when they were being constructed?

A Yes.

Q And there is quite a substantial building behind it, one that is shown with the boat?

A Yes.

MR. FISHER: The first picture, my lord, that has been referred to as attached to the building claim will go in as Exhibit 1. The other picture which shows the back part of it under construction as Exhibit 2.

(PICTURE MARKED EXHIBIT NO. 2).

Q You also went over and signed this claim with regard to personal chattels?

A Yes.

Q And there are certain lists and details attached and they are all true and correct?

A Yes.

MR. FISHER: Exhibit 3, my lord.

MR. HUNTER: Which chattels are these?

A These are tools.

MR. FISHER: Machinery.

THE COMMISSIONER: Q: This is the machinery in this one plant, is that it? I notice there are two boat shops. A: Yes.

Q It is a little difficult to understand this claim.

A It is one whole building with a lean-to.

Q There was just one boat building plant, was there?

A Yes.

MR. FISHER: When your Lordship gets a look at Exhibit 3, the other picture, you will get a little better idea.

(STATEMENT MARKED EXHIBIT NO. 3).

Q And you also went over with Mr. Lockie and signed this claim withregard to stock on hand and lumber?

A Yes.

Q And the statements contained therein are true and correct? A: Yes.

MR. FISHER: Exhibit 4, my lord.

(STATEMENT MARKED EXHIBIT NO. 4).

THE COMMISSIONER: What is the nature of this?

MR. FISHER: This is a claim for lumber. It is set out in detail on a memorandum attached.

I might at this stage speak to the claim, my lord. In this instance I am asking leave to file another claim form. By the time Mr. Lockie amended the first one, it was in quite bad shape. I would ask to file another original claim.

THE COMMISSIONER: You will substitute this claim form for that filed previously?

MR. FISHER: Yes, my lord. My learned friend has already been supplied with a copy. I don't think there are any amendments to it now; it is all set out in order at the back.

I will have my learned friend file the analysis

of personal property.

(ANALYSIS MARKED EXHIBIT NO. 9).

MR. FISHER: Have you an appraisal on this, Mr. Hunter?

MR. HUNTER: No, I am sorry, there doesn't appear to be one on the file, my Lord.

THE COMMISSIONER: Was the shipbuilding plant sold as a going concern, or were the individual pieces of equipment sold?

MR. HUNTER: The building itself, my lord, and some of the machinery were sold to the tenant and a mass of tools, and so on, were sold otherwise.

THE COMMISSIONER: I see.

MR. FISHER: We will deal first with the realty claim. On the attached sheets, my lord, we have the detailed cost. The man also had quite good records of his costs; he apparently had his old labour bills and it shows that he paid out for labour $4520.00.

THECOMMISSIONER: Q: Was this plant built in 1943?

A Yes.

MR. FISHER: Q: And you also had available a list of materials that went into it?

A Yes.

MR. FISHER: And the cost of those, my lord, is $16[illegible]0.

Q Are there any other comments you would like to make with regard to the general condition of the building? A: Well, we built the building right from the bottom up, and at the same time we made a dock, too, the grading dock.

Q That is part of the operations on your land, is it?

A Yes.

Q And on the back of the real estate form you have set out a main building, 30 x 75?

A Yes.

Q That is the main building. Is that where the ships are taken into? A: Yes.

Q And then there is a large lean-to, 12 x 60?

A That is a machine room.

Q And attached to the side of it —

A Yes, that is the old buildingwhich I referred to.

Q And then there is a small lean-to, 2 4 x 65, and another one, 10 x 30? A: Yes

Q And you show at the foot of that page your construction completion, November '41, at a cost of $6,134.40? A: Yes.

Q The main building, and the large lean-to, $250.00, making a total of $6,384.00.

A Yes

MR. FISHER: I don't think there is anything further on the realty, my lord.

THE COMMISSIONER: Well now, you are not making any claim for land then, for the v alue of the land?

A No, that was leased land from the City.

Q I see. A: Yes.

MR. FISHER: Do you know the length of the term of the lease at all? A: Well, dad's cousin had it and that part of Cow Bay where the boathshop was situated didn't belong to the city nor the Provincial Government nor the C.N.R., and

just before I rebuilt the shop, I went up to see this city engineer and he gave me the land, told me to go ahead and build the shop and from then on, well, I had to pay $20.75 a month.

Q To whom? A: To the city.

Q At the time they were very anxious to have a boat-building business started and the City gave fairly reasonable arrangements on the land.

THE COMMISSIONER: But no permanence of tenure.

MR. FISHER: No, apparently not, as far as one can gather. I suppose they would just have to rely on the decency of the Municipality. They got these people to build and I imagine it would be pretty much of a continuing affair.

THE COMMISSIONER: Well it was probably satisfactory for the City but not very satisfactory from the point of view of the people who were putting the money up to build the plant.

MR. FISHER: No.

It was sold by the Custodian, my lord, for $2,210.00, I think.

MR. HUNTER: Excuse me, the actual building was sold for $1800.00, I think it was.

MR. FISHER: Yes, building $1800.00.

MR. HUNTER: And the plant and equipment for $410.00, that is the heavy stuff.

MR. FISHER: That is what we are coming to deal with now, my lord, the first personal property claim, with regard to shop machinery.

THE COMMISSIONER: I will take it, then, that the land

was sold for $1800.00.

MR. FISHER: Land and buildings, $1800.00.

THE WITNESS: No, just the buildings.

MR. FISHER: Just the buildings, I would say.

Now, turning to the equipment you had in the buildings there, you have attached some items to the lists to the claim form?

A Yes.

Q And you have put opposite the various types of machinery your values? A: Yes.

Q And those are reasonable market values at that time? A: Yes.

Q And what declaration was filed at the time of the J.P. declaration? A: Well, there was the market value at the time of evacuation, I believe. My late brother filed it.

Q Your late brother actually filed it?

A And dad.

Q And your father filed the original details?

A Yes.

MR. FISHER: Has my friend anything on that? Possibly I could trouble my friend to file that at this time. The column on the left of Exhibit 5, my lord, the analysis of personal property claim, would indicate that a fair amount of the information on values was given at the time. It appears on the left column there. It appears to correspond with the claim. There has been a segregation into three different types, heavy machinery, portable machinery, and the tools. I take it, my lord,

Items sold for this
won't get out on these
Retzenmans list.

I. Retzenman
In Chief.

that these were sold for $410.00. Would that be correct according to your calculations?

MR. HUFFER: The things referred to in your inventory as heavy dup machinery, etc., under the letter "A" were sold for $410.00.

MR. FISHER: That is the way it has been set out on the claim as well, my lord. We have given credit for $410.00 insofar as those items are contained.

THE COMMISSIONER: Now just let me ascertain what the figures given on the J.P. form mean. For instance, you valuedthe band saw at $850.00?

A Yes.

Q Is that cost to you? A: That was the value that we set if we were to go and buy it at the time of evacuation.

Q That would be replacement cost then?

A Yes.

Q Do you know what that bandsaw cost you when you installed it? A: I beg your pardon?

Q Do you know what it cost you at the time you installed it in 1941? A: I had installed that in 1938. The heavy machinery is the bandsaw and electric motor, shaft, belt, and pulley and stand and three sets of lathes, well, I got it for $350.00 from the City Commissioner, who was Mr. Alder at the time. He came over to our shop and asked me if I wanted it.

Q If you wanted it? A: If I wanted that machinery in the manual training room.

MR. FISHER: Manual training room?

THE COMMISSIONER: Yes.

A And I said I didn't think I could afford it, and he said to come along with him. So I went with him and he said, "I want all those machineries taken down from the school building without damaging the property." Always he has encouraged me to build boats and to study hard, and so on. I asked him for the price and he said, "Well, if you want those machineries," he said, "you have them." And he said, "You can come over and pay $350.00 at any time that you can do so". And that is how I got it.

Q I see. A: But I can't very well say that I got that for $350.00 or that the value is only $350.00, because I don't think it is fair to Mr. Alder if he heard about it.

Q Well, the fact remains that you had to take it where it stood? A: Yes.

Q Remove it and set it up again in your own plant?

A Yes.

THE COMMISSIONER: All right.

MR. FISHER: I think it is part and parcel of the program of the city to get a boat building operation going and this man was apparently encouraged as well as his father to go into the business and the city gave them a real buy on the stuffthat was there. There is no question of that.

THE WITNESS: There is no bill of sale or agreement of sale or anything to that and I went over and paid

up just before he retired.

THE COMMISSIONER: All right, that answers the question.

MR. FISHER: Q: Now how do the values you have put on compare with replacements value?

A Well, some of the valuesthere that the Custodian has sold, I think I got a good price for, but there are a lot of those tools that the Custodian hasoverlooked, that was in my box at the time when they sold it. I had all themmachineries in Dr. Korgin's basement.

MR. FISHER: I don't know whether there is anything else that needs to be said in connection with these, my lord.

Q Did any of the portable machinery come from the city? A: No, I bought them myself.

Q You bought that? A: And they are the cost prices of them.

Q And your claimed prices here, what are they?

A That is $660.00? No, the claim price is $320.00.

Q You are claiming $320.00 and the cost price was $660.00? A: Yes. And for that I think the Custodian — I don't know what the Custodian got for those items.

Q And then your tools, you have again listed the cost, total cost of $1427.00?

A Yes.

Q And you are asking $725.00 for them?

A Yes, for the wear and tear.

Q Now dealing with the stock on hand, lumber, you

have a total estimated value of $36,807

A Yes.

Q And what have you to say as to the suggestion by the Custodian that that was to be used to finish some boat that was in the way?

A Well, that boat there was almost through. I only had about ten days to go on it at the time of evacuation to complete it.

Q Yes. A: And most of all that lumber there was left over lumber and the only work that was left to complete the 65 foot seiner was putting on, installing fittings, and masts.

Q Could any of this lumber be used to complete it in the condition you left it?

A No.

Q And you have set out on the back a detailed list of what that lumber is? A: Well, that is my brother's list. I think on that list — I was looking that over just lately — and he reported $500.00 to the Custodian at the time of evacuation.

Q He valued it at $500.00? A: And I went over and checked up on the other prices and it only comes to $364.80, but I had a lot more materials than that in the shop because the first claim that I put in, I'd claimed one thousand dollars on the stock because I didn't know anything about that until just lately because in 1940 on my copy of that, the copy of that that I sent into Ottawa for the Bureau of Statistics for wood used in industries, I put in $3,690.00 worth of stocks on

hand and for that reason I had claimed at least $1000.00 worth of lumber. I wanted to claim $2000.00, but I didn't. My brother — they didn't take the inventory of the stocks and materials on hand; they only had a very short time for the evacuation.

MR. FISHER: I think that is all I wish to bring out in that regard, my lord.

Dealing with the claim form for a moment, your Lordship will notice that the shop machinery brought $410.00. That is on the back of the form, my lord.

THE COMMISSIONER: Yes.

MR. FISHER: The shop machinery, the Custodian credit is $410.00, tools and portable machinery, $425.75, and then down in ink put on by Mr. Leckie you will notice that the Custodian is entitled to a further credit for sale of miscellaneous tools $57.40, and that has been deducted at that point and you have the amended figure in ink there.

THE COMMISSIONER: I see.

MR. FISHER: I think that completes it.

MR. HUNTER: It is submitted, my lord, that this building was sold for its fair market value. It is further submitted that the heavy shop machinery and equipment was sold for its fair market value, and it is submitted that that portion of the portable machinery and tools, which was sold, was sold for its fair market value.

THE COMMISSIONER: Was there some part of it not sold for

MR. HUNTER: I think possibly that is so, my lord, but there is such an enormous list of tools here that I would be surprised if every item had been sold.

THE COMMISSIONER: What was the nature of the sale in this instance; did you sell the plant along with the equipment to the same people?

MR. HUNTER: Possibly, my lord. I file this summary of claim on real and personal property. It may be of some help.

(SUMMARY MARKED EXHIBIT NO. 6).

THE COMMISSIONER: What was running through my mind, Mr. Hunter, was perhaps this was not another case in which the Custodian should be called upon to explain why a sale of the plant as a going concern was not made rather than a separate sale of the various parts.

MR. HUNTER: Well, it might be considered in a sense that it was sold as a going concern, my lord. I don't think it is going to make very much difference here. I think any goodwill that can be shown is going to be very difficult to show. I haven't seen any evidence adduced as to the value of goodwill and I think it would be very difficult to adduce it. The tenant was placed in there and the tenant just carried on, bought the building, as I understand, and some of the equipment, the heavy equipment. I am not in a position to say that it wasn't sold as a going concern to a certain degree.

THE COMMISSIONER: Well that is perhaps a matter that

can be dealt with when the Government defence is put in. I think probably some explanation should be made.

MR. HEWTER: Well, appraisals were made, my Lord, and this folder seems a bit incomplete, but your Lordship will observe from Exhibit 6 that under "appraised value" the building was appraised for $1000.00 and the boat building equipment, the heavy equipment, was appraised for $400.00. I think the thing will have to stand on its own feet; the appraiser will have to justify his appraisal.

THE COMMISSIONER: Yes.

MR. HEWTER: I presume that he considered the question of it being sold as a going concern. We will have to find that out when he gives his evidence.

The remainder of the stock and equipment was sold — or at least the equipment was sold in various bits. The tenant, apparently, also bought some of the portable machinery and it might be some of the tools I am not quite sure what some of this stuff is. The shaper which was stated to be incomplete was purchased for $100.00. That is the first item under portable machinery on the inventory. A box labelled "B-2" containing [illegible] drills, grinder and clamps, $250.00. One bundle of four bandsaw blades, $12.00. A bundle of clamps and bits $30.00, and so on. I think the witness has admitted that those items which were sold were sold for more or less a reasonable price.

1. Interrupts.
Discussion.
Cross-Exam.

THE WITNESS: That was just the portable machines.

MR. HUNTER: Yes. I don't know what these other things are, the box labelled "B-3", six clamps, six inches, 3 clamps, 8 inches, two short extension clamps, 2 caulking mallets, 12 caulking irons, $33.75.

Q What are these things? Are they part of the tools or are they part of the portable equipment, portable tools? A: They are part of the tools.

THE COMMISSIONER: Q: Part of which?

A They are part of the tools.

THE COMMISSIONER: Well, you say that the prices realised on the sale of the portable machinery were in your judgment fair prices, is that it?

A Well, I only said it for $320.00. It cost me $660.00 and I set it for $320.00. May I have a look at that? Then the Custodian has sold this for $350.00 but this, I imagine, in this box labelled "2", there must have been more tools in there.

THE COMMISSIONER: I see.

MR. HUNTER: It is to be noted my lord, that on that stuff his valuation is very reasonable. Those items that are listed as sold brought more than he appraises his value on them.

MR. HUNTER: I think it would appear, my lord, that the price obtained for those things which were sold was not unreasonable. There does appear to be a somewhat large discrepancy as far as that long inventory of tools is concerned. There are certain things which were sold by auction and

there are two sheets of them, two fairly long sheets of them here, but I haven't had an opportunity, just having received this at lunch, to try and fit them in with some of the tools shown on the inventory. The total proceeds from these two sheets appear to be $101.00 and they would appear to be all of that type of thing, tools.

THE COMMISSIONER: Well that will complete on. You will have to correlate the auction sheets to the claim at some stage but perhaps now is not the time.

MR. MOFFEN: I think more material is going to be necessary on the file, and I will send it back to the Custodian and ask him to try and make a new analysis, my lord, to deal with the information that has been given today in the evidence.

Q Do you know your father's signature?

A Yes.

Q Is that his signature; do you know?

A Yes, that is his.

Q And do you know whether this sheet, this J.P. form, plus the inventory and what is on the back, is made out in accordance with information given by him or was it given by you? A: This was my brother's information and dad had signed it.

Q He gave the information. Is the information in here correct? A: Well, there is some of the machinery or tools, I think it is, missed, and I think they are all in this box. I labelled them "B-1", "B-2", and so on. In the boxes from "B-2", and so on.

Q Well, is the information that is here correct?

A Yes, I think so.

Q You will notice that down here under "northouse cont'd" it says in the J.P. form, "The following items are in the custody of Dr. W.L. Kergin". That is the shop you spoke about, I think?

A Yes.

Q I think they were put in his basement, weren't they?

A Yes.

Q And what arrangement did you make with him for storing them? A: Well, he told me to bring all those tools and our belongings to his basement, and they brought it in there and later all, like, chattels, he sent up to us.

Q Were there things stored in the basement other than those shown on the list here? You see, these on the list are shown as having allbeen sold and I am just wondering whether there were other things in that basement which were not on there?

A Well, I think that was all in the basement.

Q I see. Now up here it says, "The following items are in the custody of H.G. Helgerson, Limited, real estate company". What did you mean by "in their custody"? A: Custody? Well, in care of H.G. Helgerson.

Q Well, I mean were they left in the northouse or were they taken and put in some building of Helgerson's?

A Well, no, they were left there right in the shop.

THE COMMISSIONER: Q: They were left in your own shop, is that it? A: In our own shop.

yes.

MR. HUNTER: That would appear to be most of the heavy equipment, my lord, and the lumber that he has claimed for, the stock-in-trade.

THE COMMISSIONER: I see.

MR. HUNTER: Q: Now these tools that that great big long list of tools is about, are they going to be found here? A: Well, they are in the box "B", Box 3 and Box 4, I think. There is 1, 2, 3, and 4, four boxes, and then there is some items like this (indicating).

Q They would be in there something like that box of tools marked "Matsumoto"? A: And there was some clamps and things, and a few tools still left. They didn't have any time to get it up so they left some in the shop, you see.

Q Have you any idea how many? A: Well, no, not exactly.

Q Was the box full or what? A: It was in the tool room.

Q Were they justlying around or were they put in a box?

A They were still on the shelves there.

Q I see. They were just in there as you had been using them? A: Yes.

Q Well, have you any idea how many of the tools that are shown in your list claimed would have been tools that have been left in the place just lying around loose? A: Beg pardon?

Q Have you any idea how many of these tools that were left in your bathhouse would appear in this list of

tools shown in your claim?

A I couldn't say. At the time I was sent away before they were, and my brother and dad — dad, well, he couldn't be down at the shop at the time of expropriation; he left it up to my late brother and the man that was working there, and he had them store it up.

THE COMMISSIONER: Q: No one would know now what condition the shop was left in except your deceased brother, is that it? Was he the last to leave?

A Well, no, there is dad and my other brother here that would know how it was left.

MR. NEWTON: Q: Were they the last to leave or was your—

A Yes, they were the last to leave.

Q Well now, you have quite a long list of tools here that you are claiming for. It goes on to another whole page or two, and there seem to be an enormous number of them. You show here a trunk and in your J.P. form under "A. Boat-House" — I don't know what it is continued from, I suppose it is continued from up here, is it? A: Yes, it is from up here.

Q Yes. You show a suitcase of tools and then down below you show a box of tools and then down below two boxes of tools. How big were these boxes, do you know? A: Well, they were about 22 inches or 24 inches wide and about, I imagine, around 18 inches and about — those trunk sizes, those tool box sizes.

Q Well, have you any idea? What I am trying to get at is this: what cubic capacity would all these

tools taken? That is, you have really about 2½ pages of them here, two pages.

A Well, about three or four boxes. About three boxes I imagine.

Q You think these could all be put in them?

A Except some of these long bar clamps. But some of the clamps were in the bathtub at the time, I understand.

Q I see. Well now, do you know whether this stuff that was stored in the custody of Mr. W.L. Kergin were actually stored; that is, was this a list that was made up that was intended to be put there or was this list taken at the actual time these items were put in his cellar?

A My, that was put in. I don't know how they put it in, but my late brother has put these in at the time of evacuation over in Vancouver when he was in Hastings Park.

Q And you have no idea out of these long two pages of tools how many of these tools then would have been in the cellar and how many left in the house? A: No, I wouldn't.

Q I mean you might think the majority of them were in the cellar, but you can't say about any specific item there? A: All the main tools, they would be there, but these, like the big clamps and things like that, I don't think they would bother putting them in the basement.

Q Well then, I don't suppose you can say that any particular item there was put in there unless it

is on here? I mean, you might think it was put in there but you don't really know, do you?

A No, not exactly.

THE COMMISSIONER: When you say "put in here", Mr. Hunter, I take it you mean put in with the articles in Dr. Korgin's basement?

MR. HUNTER: I am sorry, my lord, I meant that.

THE COMMISSIONER: I wanted it cleared up for the record.

MR. HUNTER: Yes, thank you.

Q The information which you have put out in this claim form, where did you get this inventory?

A Well, I got them from different -- like the books and some memory that wasn't in the books.

Q How accurate do you think it is?

A Well, I had been using all the tools day in and day out, and so has Ed, and if I was to see it, I would know.

Q You think these things were all there at the time you left? A Yes.

THE COMMISSIONER: You are now referring to the inventory attached to Exhibit 3?

MR. HUNTER: Yes. I am sorry, my lord.

Q Did you take an inventory of these tools that are shown in your claim, or did anyone take an inventory at the time they left?

A No, they were all put in the box and just brought over and marked out as "box of tools".

THE COMMISSIONER: Q So that the inventory attached to Exhibit 3 is made from your recollection?

A Yes.

Q As to what will have been put in the harbour?

A Yes.

MR. MERTEN: Q And when you say these things were left in the custody or the care of, as you stated, H.C. Helgerson,— I am referring to the heavier items which were left in the boathouse and shown on the back of the J.P. form — did you or did your brother or anybody give Helgerson the key or what arrangement was made?

A Yes, he gave the key to Helgerson.

Q And what were Helgerson's going to do; were they instructed to lease the property, or what was the arrangement? A: Well, this 65-foot seiner was still to be fitted out and it was still in the dock, so he left the key with Helgerson.

Q And what was the arrangement that was made with Helgerson; what were they to do?

A They were to safeguard our property and to pay the ground rents until our return.

Q What were they, for instance, to do with this uncompleted boat that was there?

A Well this uncompleted boat, the owner of the boat decided that he would finish the boat up.

Q I see. Himself? A: Yes.

We had an offer. That boat there was — I had somewheres around $3,800.00 coming to me then, and we got an estimate from MacLean's boat shop in Prince Rupert.

Q Of the uncompleted value? A: Yes.

Q And? A: And he wanted to finish it but he wouldn't let him finish it, and later, that boat has cost over $1000.00 to finish.

Q Well now, did Holgerson's agree to look after this for you? A: Yes, they did.

Q And how were you going to recompense them for that; were you going to pay them a fee or what was the arrangement? A: Yes, I was going to pay the fees.

Q What were their charges for doing that do you know?

A I think it was half a percent of the rent, I think it was. Not 5%, .05%, I think that was what they have charged us.

Q Half of one percent? A: I think that was the rate, 5% or—

Q Pretty low, isn't it? A: I am not quite sure.

Q And they were to rent it for you?

A Yes.

Q And were they to rent the equipment as well, that is this heavy equipment that was in the boathouse like your bandsaw, and so on, the boiler, and so on? A: Yes, the whole shop.

Q And what about Dr. Kergin, did he agree to look after this or account for it in any way?

A Yes. Well, he was a friend of ours and we have known him for three generations and he told us to bring it over and he would keep it for us. Later he sent up those beds and bedsteads and washing machines, and things like that.

Q And those are the things shown in "B" on the back of the J.P. form? A: Yes.

Q Now these things which you stored with Dr Kergin, why did you store those particular items rather than some other items? Were these the better items?

A No, not exactly; these were the tools that would rust, and I would imagine that they brought them in.

Q What kind of a cellar did Dr. Kergin have; do you know? A: He had an oak floor basement, and a very nice basement with a key to look it up.

Q I see. Wouldn't they be likely to rust there in the summertime,when it gets damp in the summer?

A No, I don't think so.

MR. MEWETT: I don't think there is muchfurther information present get about this, my lord. I hope we will be able to have more information later.

THE COMMISSIONER: Yes. It is going to be a difficult claim to deal with.

MR. MEWETT: I would like to file the J.P. form, my lord.

(J.P. FORM MARKED EXHIBIT NO. 7).

THE COMMISSIONER: Have you any re-examination, Mr. Fisher?

MR. FISHER: No, my lord, there is nothing else I would like to ask him. I am rather inclined to recall the Father, as we have some time,to see if he can assist us at all on the list there, as to the segregation of the items, what was left in the bathhouse or otherwise.

THE COMMISSIONER: Very well.

(Witness aside)

I. Matsumoto,
Recalled
Re-direct Exam.

ICHIJURO MATSUMOTO, recalled, testified through the Interpreter as follows:

RE-DIRECT EXAMINATION BY MR. FISHER:

Q Can you tell us how many of the smalltools were left in the boatyards when you left?

A The clamps were left in the boathouse. He said without the clamps the boats could not be constructed and they were left in the boathouse.

Q You might ask him if there are any other groups of tools that he definitely knows were left in the boathouse? A: Outside of the clamps I am not certain what was left in the boathouse, but I think all the rest of these tools were with Mr. Kergin. He says a lot of tools were put in box "B" 2, 3, and 4.

Q Just a minute, Mr. Interpreter, you have got about all I want on that. The next question I would like you to ask him is did he, or the others, make any list of these tools at any time before leaving, or, if not, how soon after did he make it?

THE INTERPRETER: The tools in the box?

THE COMMISSIONER: In the boxes.

MR. FISHER: In the boxes.

A My other son, who is now dead, prepared a list of some sort but I am not certain. I left the matter to him.

Q How did he get hold of the list in order to make that up? A: They are numbered here "A", "B" and "C", the number of the boxes in which the tools were and these were made

from that list by my son.

Q He had something in writing thmato make it up?
You didn't make it up by your memory?

A No, he said there was a list.

MR. FISHER: I have no further questions.

MR. HUNTER: I wonder if Mr. Fisher would find out about the "A", "B", "C".

THE COMMISSIONER: What is his answer?

THE INTERPRETER: No, he said this was made from a list.

THE COMMISSIONER: When you say "this", you refer to the inventory attached to Exhibit 3. When you say the list was made from a list left by the deceased son, you refer to the list attached to Exhibit 3?

A Yes, this was made from a list by his deceased son.

Q That is to say the list attached to Exhibit 3 was made from a list prepared by the deceased son?

A That is right.

THE COMMISSIONER: You see, we have to have this clear on the record because "this" doesn't mean anything when it is transcribed. Is that all, Mr. Fisher?

MR. FISHER: Mr. Hunter wanted me to ask one question about the boxes.

Q How were the boxes marked? As They were marked "A", "B", to "G", through box "B-1", "B-2," "B-3", "B-4".

Q And you didn't box the big stuff that I marked "A" and "B" on this list?

A No. The large machinery was not put in a box and the big champs were not put in a box.

MR. FISHER: Mr. Hunter.

RE-CROSS EXAMINATION BY MR. HUNTER:

Q Mr. Matsumoto, when did your deceased son make that list that you speak about? A: When they were put in the box.

Q Did you see him make it? A: Yes.

Q And when didhe make the list of the heavy shop machinery and the portable machinery, or did he?

A When they were put in the box.

MR. HUNTER: I think he misunderstands it.

Q I presm that your deceased son did not make the inventories marked "A" and "B" here, but only the inventory "C", is that correct? When I say "here", I am referring to the inventory attached to Exhibit 3.

THE COMMISSIONER: What is it you are trying to get? He says that at the time they were put into the box, a list was prepared by his deceased son and from that this has been completed.

MR. HUNTER: Q: Well now, you didn't put the articles in item "A" on Exhibit 3 in boxes, did you?

A No, that wasn't put in a box.

Q Well now, let us go down to this portable machinery, "B" on the inventory attached to Exhibit 3. Did you put all that in boxes?

A No, these were not put in a box, they were taken to Dr. Kergin's.

Q Yes. Well now, did your son make an inventory of these things which were not taken to the doctor?

A We did not make a list of this, but these things are well known to us and to my son, and it was prepared from our records.

Q Yes. Well now, the portable machinery, did your son make a list of these when they were taken to the doctor's, or is this from memory also?

A These were made from a list.

Q These were made from a list. And these were also made from a list, these are "G" on Exhibit 3.

A Yes, they were made from a list.

Q Well now, how many of them were made from a list? You say that your son made a list as he put them into the doctor's cellar?

THE COMMISSIONER: No, he says as he put them into the boxes.

MR. HUNTER: I am sorry, my lord.

Q As he put them into the boxes. How many of the items shown under the heading "G" on Exhibit 3 were put into these boxes?

MR. PINNEY: I don't like to interrupt, my lord, but that question has been answered before.

A We said the clamps were not put in. He says the clamps were not put in.

MR. HUNTER: Q Yes, well then, is everything except the clamps, everything under item "G" put into boxes and inventoried by your son?

A Generally speaking, I think they were.

Q Are you sure or is that just a general statement?

A With the exception of the logging junk and the carpenter's clamps and the steel bar clamps, they

were all put in the box.

Q Now, where is this list which your son prepared?

A I think it is at my house.

Q Describe the list.

THE INTERPRETER: He may have it here in his books.

MR. HUNTER: I am sorry to be so tedious in this,my lord, but if we can clear it up now it will save a lot of time later.

A I think it is at home.

10- Q Would you describe it to us so that when you produce it later, we will know it is the same thing?

A My son took a list in English and then he told me what he had put in the list and I put it down in Japanese.

Q Well, describe the list from which this in "C" in Exhibit J was drawn. As I understand you can't give any description of it except that it is a list and from that list he put it down in his book.

Q Is it in the form of loose sheets of paper?

20 A It is book paper or book folder.

Q Is it a book like the one you had in your hand a minute ago, a scribbler?

A I think it is lined paper.

Q Is it in a book like a scribbler?

A It is smaller.

Q I see, but it is a type of scribbler book, is it?

A Lined.

Q And that is what your son's inventory is in, not yours? A: I don't know whether I have got the son's list or not,but I

30

put the details which my son gave to me in a book.

Q When did he give you these details?

A He gave it to me at Hastings Park.

MR. FISHER: That is all.

THE COMMISSIONER: Mr. Fisher, if that list can be found by the claimant, I think it might be left with the Secretary, say, tomorrow. There doesn't this man live, here in Nelson?

MR. FISHER: I am not sure.

THE SECRETARY: Yes, my lord, Nelson.

THE INTERPRETER: Yes, he lives in Nelson.

MR. FISHER: You might ask him if he would be available. They have been busy going through the file this afternoon but they don't think he has it today.

THE COMMISSIONER: Well if the claimant will bring it to you before you leave in the morning so that it goes to the Secretary.

MR. FISHER: I will have it left with the Secretary.

(Witness exits)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hamilton

"G. HAMILTON"
Official Reporter.

Nelson, B.C.,
March 12th, 1948.
10:30 a.m.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT).

MR. FISHER: My lord, we might carry on with the link with the Matsumoto case, the last one in the day yesterday.

ICHIJIRO MATSUMOTO, the claimant herein, resumed the stand, testified further as follows:

DIRECT EXAMINATION CONTINUED BY MR. FISHER:

Q Would you tellhim he is still under oath. You have brought here this morning a book or scribbler written in Japanese. Ask him if it is his book.

A Yes.

Q And on a page here what have you written?

A Do you want him to read the whole thing?

Q No, just ask him to read the first item.

A Ranimaw, one.

THE COMMISSIONER: Well, would you bring out what the book is in the first place?

MR. FISHER: Q What is that book? When did you make it up? A: The date is before I was evacuated, about the 19th of March.

Q Was that a date he was pointing to in the earlier pages? A: Yes, here it is. The 21st of March.

THE COMMISSIONER: Q: Just one moment. We still do not know that the book is.

A From my own recollection all the moneys that I paid

Kobayashi
In Chief.

out in bills.

THE COMMISSIONER: I assume you know what the book is yourself, Mr. Fisher. Ask him if the book is such and such a book?

MR. FISHER: Q: This scribbler you have here, is it made up entirely of the list of your equipment, or is there anything else in it?

A Yes, there are other things.

Q There are other things?

Q And she was present when you made it up and how did you make up the list that appears there? A: Yes.

A He says I made this in my house. There may have been present other members of my family.

Q What did you make it up from, if anything?

A I made this up from a list which my son had made on a board.

Q Was the son's list in Japanese?

A It was written in English.

Q Did you translate it for yourself?

A Yes. I turned it from English into Japanese and wrote it down here.

Q Do you read English? A: No, I don't read English but my boy turned it into Japanese for me and I took it down.

MR. FISHER: Well, I have gone as far as I can go, my Lord.

RE-CROSS EXAMINATION BY MR. HUNTER:

Q Did I understand you to say, Mr. Katsumoto, that you made this list up in your house?

A Yes.

Q Your house there? A: At prime 6 Rupert, 1st Avenue.

Q Now yesterday you told me that your son gave you a list which you copied in Hastings Park.

A At Hastings Park the list I referred to was the list that was made up to send to the Custodian.

Q You told me when you made a list, you made it from your son's list in Hastings Park. Now you say you made it up in your house. How were there two lists made? A: He said no, I made the "A", "B", "C" list at Hastings Park, or the "A", "B","C" lists were made up at Hastings Park.

Q What was this board that your son wrote on?

A Ogden, half by twelve, about two feet.

Q Was that all the first original inventory was on?

A When the goods were put in the documents, the contents were recorded on this board.

Q And when you made the list up at Hastings Park you made it up not from your son's list but from this list here, is that correct, in this book?

A What I made up at Hastings Park was taken from this book.

Q Your memory is pretty hazy about this whole thing, isn't it? A: It happened about six or seven years ago and I am getting old.

MR. HUNTER: That is all, my lord.

THE COMMISSIONER: Any re-examination?

MR. FISHER: No, my lord.

THE COMMISSIONER: That is all, thank you, Mr. Matsuoka.

(Witness adds)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

"T.P. Morrobin"

Official Reporter.

Name of Claimant MATSUMOTO, Ichijuro Case 772

Custodian File 1378

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

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

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

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

1540

1372

October 11th, 1950.

Mr. Ichijuro MATSUMOTO,
Dollarton, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 379

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 ... $4,228.60.

Cheque in your favour is enclosed for $4,091.58

and we have paid the Co-Operative Committee .. $ 137.02

for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.