

4382

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 4382

To be completed by persons of the Japanese race having no property in any protected area.

NAME: ENOMOTO, Shuichi

HOME ADDRESS: 351 Powell St., Vancouver, B. C.

REGISTRATION No. 07965

SEX: Male

AGE: 34

MARRIED? Yes

OCCUPATION AND EMPLOYER: Mechanic, Safety Garage Ltd., Powell St., Vancouver, B. C.

NAME OF WIFE OR HUSBAND: ELLEN

ADDRESS: Same address

NAMES OF LIVING CHILDREN: None

ADDRESS:

ADDRESS:

ADDRESS:

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any
protected area in British Columbia.

Dated this 16th day of April

1942

WITNESS:

*K. Amundson**Shuichi Enomoto*

LIST OF LIABILITIES:

None

HOW DO YOU PROPOSE TO PAY THESE OFF?

None

FOR DEPARTMENTAL USE

PL 11/1/43
INFORMATION FROM R.C.M.P.

Date Sept. 9/43.

File No. 4382

Name ENOMOTO Shichi
(Surname in Block Letters)

Registration No. 07965

Male - Female
(check)

Age 28, 1909

Former Address 657 E. Columbia St., City

Date Evacuated May 14 '42

Naturalized - Canadian-Born - National
(check)

Present Address Minto City, B.C.

Married - Single
(check)

Name of Wife ^{née} (VASHI) Elou Chanka #06703

Name of Husband —

Name of Mother ^{née} (VASHI/OKA) Mura #06819

Name of Father Sanematsu (Kichiro)

Names of Children under 16 —

Requested by ECJ

Registered with Custodian
(Yes or No)

Additional Information Mechanic

LIABILITY SUMMARY

File No. 1384

March 12, 1947

Re: Shuichi ENAMOTO #477465

This file reveals no claims filed against Shuichi ENAMOTO.

However the following claims have been filed against Safety Garage Ltd.,
File 13093, of which ENAMOTO was a shareholder:

1. Workmen's Compensation Board \$59.55
2. City of Vancouver Scavenging Dept. 2.10

This summary is certified to be
in accordance with information
on file.

Macdonald

March 12, 1947

/TH

PERSONAL PROPERTY SUMMARY

File No. 43824

March 12, 1947

Re: Shuichi ENAMOTO #07965

This man signed a declaration to the Custodian in which he stated that he owned no property of any kind in any protected area. This is dated April 16, 1942.

Information on file shows that ENAMOTO was the owner of 106 shares in the Safety Garage Limited. Rikimatsu OTSUJI, File 11044, was the owner of 47 1/2 shares, and Yeichi KATAI, File 4717, was the owner of 105 shares. By Agreement dated March 31, 1942, these three men transferred to Aubrey Lisle King, their shares in this company, together with tank, pumps, office equipment, etc. belonging to the garage. The agreement was that King should pay \$2.50 per month for use of the equipment, and that when the three Japanese, or any of them, were free to return to Vancouver the shares and equipment were to be purchased back on the same terms as those on which they had been transferred to King. The Company was said to be free of encumbrances. However, claims have been filed with this office by the Workmen's Compensation Board (\$59.55) and by the City Scavenging Department (\$2.10), against Safety Garage Limited.

Under date of September 27, 1943, Locke, Lane, Guild & Sheppard advised us of a Judgment dismissing with costs of \$741.50, the action of Joji NAKANISHI and Kaneichi NAKANISHI vs. S. ENOMOTO and Rikimatsu OTSUJI. The costs were awarded to the Defendants but were actually the property of Royal Plate Glass and General Insurance Company of Canada. This matter is of no concern to the file of Shuichi ENAMOTO since the action was being defended by the insurance company.

On December 7, 1942 Ferguson Motor Transport informed us of tools stored with them by ENAMOTO. All these tools were shipped to ENAMOTO in February and May, 1943.

In June, 1943 ENAMOTO requested shipment of tools left at 566 Powell Street. A thorough search of these premises failed to discover any of these tools, and ENAMOTO was so advised on June 26, 1943.

A quantity of tools and garage goods found at 514 Alexander (some of which at least carried the name of Rikimatsu OTSUJI) was sold for the net sum of \$51.71, which was credited to the account of OTSUJI. However both OTSUJI and Yeichi KATAI informed us that they had no objection to these funds being sent to ENAMOTO. The funds are still in the account of OTSUJI.

The sum of \$10.00 sent in by ENOMOTO to cover the cost of shipping the tools at 566 Powell Street, was returned to him, since these tools could not be found.

CHattel Schedule

File No. 4382

March 12, 1947

Re: Shuichi ENOMOTO, Reg. No. 97965

Declaration April 16/42 - No property of any kind.

Stored at Ferguson's
Motor Transport, Mar. 24/43

3 Bx. Tools Nos. 1, 2 & 3
1 Air Compressor No. 4
Grinder & Stand No. 5
Brake Riveter & Stand No. 6
Grease Assembly No. 7
Hydraulic Jack No. 8

Reported by Ferguson Motor Transport Co. Dec. 7/42.
Request for shipment of at least some items Jan. 31/43.
Fire insurance expired Mar. 17/43, continued to Mar. 26/43
on Custodian's instructions, then discontinued as no
word from ENOMOTO received.
On Feb. 19/43 we advised the Ferguson Motor Transport Co.
that the Custodian had no objection to shipment being
made to ENOMOTO of the items he had requested. Presumably
shipment was made. On May 15/43 we advised E.J. Grant,
ENOMOTO's lawyer that there was no objection to shipment
of the balance of the tools. ENOMOTO had apparently
written the storage company requesting shipment. Ac-
cording to notation on letter of May 15/43, shipment was
made by Ferguson Motor Transport Co.

Request for shipment
June 15/43 - Goods at
566 Powell Street

1 Only B & R Battery Charger
Model 15V-Ser. #22935
1 " Exide Battery Hydrometer
8 " Battery Charging Jumper Wires
50 Ft. 3/4" Heavy Duty Water Hose with
Nozzle
50 " 3/4" Heavy Duty Air Hose with
Traction Gauge
15 " Air Hose with Chuck
20 " Spray Painting Air Hose with
Home-made Air Cleaner with Gauge
5 " Heavy Duty Air Hose with Fittings
2 Only Air Shut-off Valves (Compression Taps)
1 " Schrader Air Coupling Chuck
2 or 3 Machine Hammers (Ball Pein)
1 Only 12" Crescent Wrench
1 " Sioux Valve Grinder Tool
1 Box Assorted Cans of Duco & Enamel Paints
1 Only Stromberg Testing Machine

Although a thorough search was made
of these premises, none of these
items were found, and ENOMOTO was
so informed on June 26, 1943.

However, a quantity of garage tools,
etc. were found at 514 Alexander Street.
Some of these bore the name of
Rikimatsu OTSUJI and the proceeds of
the sale of these goods were credited
to the account of OTSUJI. OTSUJI and
Yeiichi KATAI signed that they had
no objection to the proceeds from the
sale of these tools being sent to
ENOMOTO.

Sold Nov. 2/44, after being found at 514 Alexander

Grease Pump	4 Bx. Misc. Garage Goods
3 or 4 Gal. Can	Spark Plug Cleaner
Battery Charger	Wire
Stromberg Battery Tester	Galvanized Tank & Contents
Box of Oil Cans	2 Bx. Miscellaneous
Box of Grease Measuring Bottles	Portable Grease Pump
Engine Parts	Oil Pump
Warehouse Truck	Oil Pump
Carriers for Fenders	

Net proceeds \$51.71,
now in account of
Rikimatsu OTSUJI, as
stated above.

Mathison

11044

COPY

MEMORANDUM OF AGREEMENT made this Thirty-first day
of March in the year of our Lord one thousand nine hundred and
forty-two,

BETWEEN:

RIKIMATSU OTSUJI, and SCHUICHI ENAMOTO
and YEUCHI KATAI, all of 211 Powell Street
in the City of Vancouver, in the Province
of British Columbia, Garage Proprietors,

(Hereinafter called the "PARTIES OF THE FIRST PART")

OF THE FIRST PART

AND:

AUBREY Lisle KING, of 894 - 14th Avenue
in the City of New Westminster, in the
Province of British Columbia, Cartage
Manager,

(Hereinafter called the "PARTY OF THE SECOND PART")

OF THE SECOND PART

WHEREAS the said Rikimatsu Otsuji is the owner of
472 fully paid up and non-assessable shares in a company known
as Safety Garage Limited, and Schuichi Enamoto is the owner of
106 fully paid up and non-assessable shares in the same company
and Yeuchi Katai is the owner of 105 fully paid up and non-
assessable shares in the same company such being all the issued
capital of the said company.

AND WHEREAS the Parties of the First Part have agreed
to and with the Party of the Second Part to sell, and the Party
of the Second Part has agreed to purchase, all the shares of the
said Parties of the First Part in the said company upon the
terms and conditions herein set forth;

The consideration for the said sale shall be the
sum of one dollar (\$1.00) and other valuable consideration.

The said Parties of the First Part hereby set over,
convey and assign to the Party of the Second Part all their
right, title and interest in all shares of the capital stock

of the Safety Garage Limited and agree to forthwith endorse or sign the necessary share certificates and to do all or any other acts necessary to transfer to the Party of the Second Part or his nominee or nominees all said shares of stock.

The Party of the Second Part acknowledges having received the following goods and chattels belonging to the said company, namely:-

- 1 Bowser Gas Pump & Hose Nozzle Model
410 serial #38187
- 1 Wayne Pump with Hose and Nozzle Model
861 serial #493CHX
- 2 500-gal, gas tanks underground
- 3 Oil High boys
- 2 Oil drum pumps
- 1 Kerosene tank and hand pump
- 1 12½ gal oil drum
- 1 Chain block stand
- 1 battery charging bench
- 2 Shop bench with drawers
- 2 Office show cases
- 2 Office counters
- 1 Office desk
- 1 Exide battery display stand
- 1 Office stool
- 1 Office stove

and hereby agrees to keep the same in good condition ordinary wear and tear or damage by fire or any loss or damage caused by enemy action or other cause beyond the control of the Party of the Second Part, his servants or agents, alone excepted.

And further agrees to pay to the Parties of the First Part or their nominees the sum of \$2.50 per month as

a consideration for the use of same first payment to be made on the 30th day of April, A. D. 1942 and subsequent payments on the 30th day of each and every month thereafter for so long as the Party of the Second Part shall use said equipment.

It is also understood by and between the parties hereto that the said Safety Garage Limited at the date of these presents is free and clear of all debts or encumbrances of any nature or kind.

The Party of the Second Part hereby gives to the Parties of the First Part or any one of them, their heirs or assigns, an unconditional option or privilege to repurchase all the shares held by the Party of the Second Part or controlled by him in the said Company on the same terms and conditions upon which the same have been transferred to him and his nominees, and if and when the said option is exercised by all or any of the Parties of the First Part hereto to return to such party or parties all the goods and chattels and other documents received by him from the Parties of the First Part and put the said Parties of the First Part or either or any of them in possession of the said Safety Garage Limited as a continuing company to all intents and purposes in every respect as the same now exists, and also covenants and agrees that no charges or claim shall be made for any existing good will which may have accrued by reason of the carrying on of the said company in the meantime. Provided however that if the Safety Garage Limited shall become bankrupt or shall cease to carry on at its present location or otherwise that the Party of the Second Part shall in no wise be responsible or held liable as a result thereof.

The said option shall be exercisable by the Parties of the First Part or any of them, their heirs or assigns within three (3) months only from the cessation of hostilities between the Dominion of Canada and the Japanese Empire; or the release of the Parties of the First Part from internment or control by the authorities of the Dominion of Canada; or a declaration of Peace between the said Dominion of Canada and the Japanese Empire; or the permission of the Dominion of Canada to the Parties of the First Part to return to the said City of Vancouver and carry on business; whichever shall first happen, so long as the parties of the First Part are in a position to ask for and obtain a legal transfer of the said shares so coming to them and are permitted to engage in business in the said City of Vancouver.

Upon the exercising of the said option the said shares shall be transferred and given to the Parties of the First Part or such of them as shall take up the option and the control of the company shall be handed over free and clear of all encumbrances, debts, obligations or otherwise howsoever made or incurred or permitted by the Party of the Second Part. And any leases, licences, permits or other documents in force for the time being in connection with the said business and being issued in the name of and being the property of the Safety Garage Limited and being capable of assignment to the Parties of the First Part, shall be duly assigned and transferred by the Party of the Second Part to the Parties of the First Part at the cost and expense of the Parties of the First Part and all proper adjustments for any portion of the year in which such transfer shall take place shall be made between the parties hereto and any balance in favour of the Party of the Second Part shall be paid by the Parties of the First Part as a condition of the making of the said transfer.

Save and except the conditions herein contained the Party of the Second Part shall not be liable, under obligation or called upon by the Parties of the First Part to account for any moneys which may be made in the carrying on of the said Safety Garage Limited business. And it is hereby declared and agreed that all profits arising from the carrying on of the said business prior to exercising of the said option shall be the absolute property of the Party of the Second Part by whom all debts in connection with the carrying on of the said business shall be 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)

In the Presence of:

"E. J. Grant"

"R. Otsuji"

"Shuichi Enomoto"

"Yeiichi Katai"

"A. L. King"

COPY

FERGUSON TRANSPORT COMPANY

154 Alexander Street,
Vancouver, B. C.

December 7, 1942.

The Custodian of Japanese Property,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

We are holding in our storage warehouse goods
as per attached copies of storage contracts.

The indebtedness of A. Hasebe is \$9.00;
three months storage to January 6th, 1943.

The indebtedness of J. Enomoto, is \$7.50;
three months storage to December 24th, 1942.

Yours very truly,

FERGUSON MOTOR TRANSPORT CO.

Manager. "J. Ferguson"

4382

December 16, 1942.

Mr. Shuichi ENOMOTO,
Registration No. 07965,
Minto City, B. C.

Dear Sir:

You did not declare any effects to the Custodian when you registered on April 16th, but we hear from Mr. Ferguson that he holds for you a number of tools. The Custodian has no objection to this arrangement but we understand that you owe three months' storage to December 24th being the \$7.50.

Please either send us this money or send it to Mr. Ferguson and in the latter case, advise us that you have done so.

Yours truly,

H. F. Green,
Protection Department.

HPG:MA

Minto Mine, B.C.
January 17, 1943

Mr. H. J. Green
Custodian Office
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JAN 22 1943
File No.	
Ans.	
Referred	Green

Re File 104352

Dear Sir:-

I beg to acknowledge receipt of your letter of December 16th and also of the 13th instant. On receipt of your first letter I wrote my lawyer, Mr. E. J. Grant of 615 Beaver West immediately to make arrangements to pay Mr. Ferguson's account. Also to notify you that he was taking the matter up for me. Perhaps he may have done so by the time this letter reaches you.

In your letter of the 13th instant you've informed that I would be able to have the tools moved to the Custodian's storage if I so wished. Will you be kind enough to let me know the charges if I do so.

Yours very truly
S. Eamots

4382

January 25th, 1943

Mr. E. J. Grant,
619 W. Pender St.,
Vancouver, B. C.

Dear Sir:-

Re: Shuichi ENOMOTO

We hear from the above Japanese that he has requested you to pay his account with Ferguson's Motor Transport Company for storage of various equipment. We have no doubt that you have already done so.

This Japanese is also enquiring about Custodian's Storage and we are giving him the necessary details. He asks what charges would be incurred if we move the tools to our storage and this question we unfortunately cannot at present answer. If this Japanese is financially able to take care of the charges for commercial storage, it might be better for him to do so.

Yours truly,

H. F. Green
Protection Department

HFG:IF

E. J. GRANT
BARRISTER, SOLICITOR
ETC.

OFFICE: 504-B CROWN BLDG.
618 WEST PENDER STREET,
VANCOUVER, B.C.

TELEPHONE PACIFIC 5551

29th Jan. 1943.

The Custodian Japanese Evacuation Section
Department of Secretary of State,
506 Royal Bank Bldg.,
673 West Hastings St.
City

EVACUATION SE	
Rec'd	JAN 30 1943
File No.	4382
Ans.	1/2
Referred	Green

Dear Sir:-

RE ENOMOTO Shuichi your file 4382.

I beg to acknowledge receipt of your letter of the 25th inst.

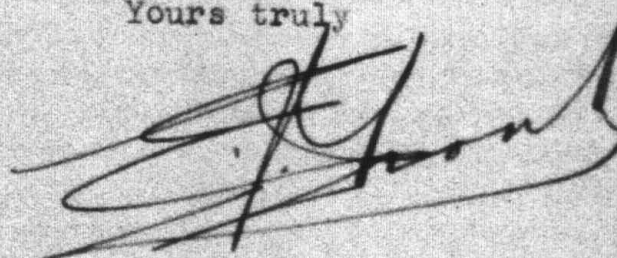
I received a letter from Mr. Enomoto and immediately made enquiries from the Shell Oil Co. to know if they had been receiving the \$2.50 per month which they were to receive from the King Cartage Co. who now run the garage but I found these payments apparently had not been made and I am now communicating with the King Cartage Co. to find out what the true position of the matter is. I wrote them last week but have not yet received a reply. As soon as I do I will take the matter up with you.

The money paid in each month should be sufficient to take care of these storage charges and I think Enomoto would be in a position to attend to this on his own behalf.

As soon as I hear from Mr. King I will write to Enomoto explaining what the actual position is.

Yours truly

G:Z



COPY

4382

Minto Mine, B. C.,
January 1, 1943.

Dear Mr. Ferguson -

I am in receipt of a letter from the Custodian's office informing me that the storage fee for my equipment to the end of December was \$7.50. I have written to my lawyer Mr. E. J. Grant of 615 Pender St. West to make arrangements to pay the account from the funds entrusted to the Shell Oil Co. Ltd. If he has not paid the account when you receive this letter will you be so kind enough to phone Mr. Grant to see if he is attending to the matter for me. I would appreciate it very much.

How is everything in Vancouver these days. I hope that you are very busy with your trucking business, and are all the same drivers with you? If they are please extend my very best regards to them all. Is Byron with you? Please say hello for me.

I came out here on May 15th of last year. I like it very much out here. It gets very cold but I don't seem to feel it because of the dryness and the altitude here. Tonight it is 20° below zero and it will be still colder tomorrow morning. I have a job as mechanic at a tie saw mill 20 miles from here. Would you be kind enough to send me some hand tools which I sorely need. I am enclosing the key for the tool chest so please open it and send me all the tools in the top trays. Maybe there will be some mixed in the bottom too so will you be kind enough to look through. I am enclosing a list of tools which I need most. Please pack it in a sturdy box and ship by express collect via P G E. and please send me a receipt for your charges for packing, cartage and so forth. I will promptly remit the obligations.

Thanking you for your kind and prompt attention

I remain

Yours truly,

"Steve Enomoto"

4382

File this

February 19th, 1943

Messrs. Ferguson's Motor Transport Co.,
154 Alexander Street,
Vancouver, B. C.

Dear Sirs:-

Re: Shuichi THOMOTO

Thank you for sending to us this Japanese' letters of January 17th and January 31st, asking for some of his tools to be sent to him. We have no objection to the shipment to him of any tools he may require with the proviso that no expense is incurred to this office. We assume that you will also take care of any charges owing to you and we may later write and request to know exactly what is left in your charge.

Yours truly,

H. P. Green
Protection Department

HFG:IF

6

4382

April 15, 1943.

Mr. Shuichi ENOMOTO,
Registration No. 07765,
Nanto City, B. C.

Dear Sir:

Re: Fire Insurance.

On or about March 18th, we advised Mr. E. J. Grant in connection with the expiry of fire insurance covering on some equipment belonging to you and at present stored with Ferguson's Motor Transport Co. in West Vancouver.

Mr. Grant, I understand, relayed that information to you and asked for your instructions in the matter.

On March 25th I telephoned Mr. Grant who advised that he had had no word from you, and for your protection I requested Thompson Agencies, the Insurance Company, to hold you covered pending your instructions.

As no word has arrived from you, I have today told the Insurance Company to discontinue the cover and from now on no insurance will be maintained unless you instruct otherwise.

Yours truly,

S. M. Gibson,
Insurance Department.

SMG:MAD

Miguel M. Green
June 15

EVACUATION SECTION	
JUN 15 1943	
File No.	1943 4382
Ans.	
Referred	Green

Dear Mr. Green —

File # 4382

Cy. # 07965

In my letter of June 10th
I forgot to include the Stranberg Testing
machine in the list sent to you. Will
you be kind enough to remove the
panel with the instruments from the
stand and send it to me. I believe it
is held down by small bolts and nuts.
Please send all wires and rubber hose
and connections that go with the
gauges.

Thanking you for your
kind attention,

Yours truly,

Shirley Enomoto

June 9th, 1943
Minto Mine, B.C.

Mr. H. J. Green,
Custodian's Office,
Vancouver, B.C.

EVACUATION SECTION

Rec'd JUN 14 1943

File No. 4382

Ans. L. G. B. S.

Referred Green

Dear Sir:—

Enclosed please find ten dollars
(i.e. ^{\$}10.00) to cover the charges for sending some
of my belongings of mechanics' equipment
which are left in the rear of 566 Powell St.
the store belonging to J. Mishimura.

I am enclosing a list of items I
wish you will be kind enough to send to me.
The equipment will be packed in boxes marked
'Safety Storage Ltd' which you will have to
open.

Please accept my thanks in advance
for your prompt attention to the matter.

P.S. If money insufficient
please send collect.

Yours truly,
Shuichi Enomoto

ENOMOTO Shuichi
4382/07965

Reg. #07965
File #4382

Please ship via Union Steamship & P. & O. Express.

- 1 only Do R. Battery charger model 15V - Ser # 32985
1 " Gauge & Hydrometer
8 " Battery charging jumper wires
50 ft. $\frac{1}{2}$ " Heavy duty water hose with nozzle.
50 ft. " " Air hose with two state gauges
15 ft. Air hose with chuck
20 ft. Spray painting air hose with home made air cleaner with gauge.
5 ft. Heavy duty air hose with fittings
2 only Air shut-off valves. (compression taps)
1 " Schrader air coupling chuck. (maybe attached to compression tap).
2 or 3 Machine Hammers. (Ball Pein) please pick best ones.
1 only 12" Crescent wrench
1 " Sixx valve grinder tool.
1 Box Assorted cans of Duro & enamel paints.

4382

June 26, 1943.

Mr. Shinichi ENOMOTO,
Registration No. 07965,
Minto City, B. C.

Dear Sir:

With reference to your recent request
for shipment of Stromberg testing machine,
battery charger, air hose, valves, etc.

We have searched both the front and
rear sections at 566 Powell Street but have
been unable to locate any of the articles re-
quested.

Have you given us the correct address?
Please check and advise us further.

Yours truly,

Geo. B. Spain.
Protection Department.

GBS/MFP

? Probably all moved previously by
other members of company to Ferguson's
in West Van, where evidently shipped.

No, probably stolen, see 9-7-43

see file 9834
Minto Mine, BC.

June 29, 1943.

Mr. Geo B. Spain,
506 Royal Bank Bldg.
Vancouver BC.

EVACUATION SECTION	
Rec'd JUL 5 1943	
File No.	
Ans.	7/7
Referred	Spain

Dear Sir:-

Re File # 4382

I beg to acknowledge receipt of your letter of June 26th. informing me that you were unable to locate any articles at 5th Avenue St.

I am certain of the address and the store belongs to J. Kishimura. I left some unpacked garage equipment and other small articles in wooden boxes in the rear of the ~~back of the~~ store which is the garage. I wonder if you found any boxes marked Safety Garage Ltd there. If they are not there they must have to have been moved to somewhere else later or the premises had been broken into and the goods stolen.

If you are unable to find any signs of garage articles there will you be kind enough to locate and write to J. Kishimura.

in regards to the articles.

I hope you will give your
kind and prompt attention to the matter.
I have a job as mechanic out here
at a lumber cartage firm and need
the equipment badly so will greatly
appreciate your attention.

Yours truly

Shuichi Enomoto

282
Q892

July 9th, 1943

Mr. Shuichi ENOMOTO,
Registration No. 07966,
Minto Mine, B. C.

Dear Sir:-

Thank you for your letter of June 29th. We are very sorry to say that we made a careful search (conducted by a member of our staff) for over one hour of the premises at 566 Powell Street but were unable to locate any of the equipment asked for.

Mr. Jutaro Nishimura at the time of registration did declare to us that property belonging to other Japanese would be left at 566 Powell Street but he assumed no responsibility for this.

While we cannot trace that there has been any house-breaking at this particular point, Powell Street and its neighbourhood are notorious for the number of bad characters and equipment such as you have asked for is particularly liable to theft as it will always bring a ready cash price.

We are afraid that this office can do nothing more especially as you declared on April 16th to us that you had no property of any kind whatsoever in British Columbia. Had you declared this equipment we could have taken steps to safeguard it.

The only thing we can suggest that you now do is to write to Mr. Jutaro Nishimura now at c/o Mr. H. E. Talbot, Westwood, B. C. and enquire from him. For your convenience we enclose an extra copy of this letter but as he has disclaimed all responsibility, we doubt if he will be able to help you very much.

Yours truly,

H. F. Green
Protection Department

Enc.
HFG:IF

4382
13093

May 31st, 1944.

Mr. Shuichi ENOMOTO,
Registration No. 07965,
Minto City, B. C.

Dear Sir:

The Workmen's Compensation Board have lodged a claim of \$59.55 against the Safety Garage. We understand that you were a part owner of this Company.

Please advise us by return what steps you propose to take with regard to making a settlement of the claim lodged by the Workmen's Compensation Board.

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

4382

NAME OTMUT, Bikingian

REGISTRATION NO. 09166

FILE NO. 13044

The following chattels were sold by public
 auction at 1047 Seymour St., Vancouver on November 2, 1944.

Grease pump	\$ 1.75
3 or 4 gallon can	1.40
Battery Charger	10.00
Stromberg Battery tester	5.00
Box of oil cans	1.70
4 boxes of miscellaneous garage goods	15.00
Spark plug cleaner	5.25
Sire	0.50
Galvanized tank and contents	1.40
2 boxes of miscellaneous	2.75
Box of grease measuring bottles	1.00
Engine parts	2.00
Portable grease pump	9.50
Oil pump	2.00
Ward-house truck	3.00
Oil pump	3.75
Carriers for fenders	5.00

Total

\$ 71.00

Less Expenses: (Auctioneer's Fee) \$7.10
 (Advertising) 1.57
 (Moving) 10.62

\$ 19.29

Net Proceeds Credited:

\$ 51.71

Members of Custodian Staff Present. Mr. Smith

Extracted from Auctioneering List No. Vancouver 516.

Remarks. "No inventory on file."

MEMORANDUM

File Nos.: 12044
13093
4737
4382

June 1st, 1945.

File his

To: Mrs. McArthur

From: Mr. Green

Re: Safety Garage

On going through the ledger accounts of file 4382, Mr. Good noticed that \$10.00 had been received from the evacuee to pay shipping charges but never disbursed. He asked me to look into this matter and my investigations led me into the various other files attached. I notice that one or two items require attention and as I will not be able to complete these before I go, I am putting this memorandum on file for anyone who may later handle the Safety Garage.

Shuichi Enomoto, when sending us the \$10.00 for shipment of tools, asked among other things, for a battery charger (June 9th, 1943) and a Stromberg Testing Machine (June 15th, 1943). These articles and others came to light as per memorandum of March 13th, 1944, on file 13093 being stored at 514 Alexander Street not 566 Powell Street which was where Shuichi Enomoto had asked for them. They were subsequently sold on file 11044 as per auction sheet of November 2nd, 1944 and I think the net proceeds should clearly be transferred from this file to that of the Safety Garage.

A claim of \$59.55 is filed against the Safety Garage on file 13093 but also appears on 11044 with particulars given in greater detail and should be transferred from that file to 11044 together with bill of \$2.10 from the City of Vancouver Scavenging Department.

Finally, the business and remaining assets of the Safety Garage are covered by Agreement of March 31st, 1942, appearing on all the shareholders' but not on the Safety Garage file. I cannot trace that the monthly rent of \$2.50 has ever been paid to this office although perhaps Mr. E. J. Grant may have received

File 100-
100,
100,
100,

June 21, 1943.

Mr. E. E. Smith.

From A. E. Martin.

Re: Safety Garage Ltd.,
Tulsa, OK,
Chicago, Ill.,
Chicago, Ill.

On reviewing the files of Safety Garage Ltd.,
Tulsa, Okla., Chicago, Ill., and Richardson Stumpf, I think Mr.
E. E. Smith's letter of February 3, 1943 might be used as a basis of
further action. The second last paragraph states that Smith owns
his own tools (some of which are in the inventory in the agreement) and
that only Smith will be responsible for the sale of same and refund
the \$10.00 together with the proceeds.

There appear to be still outstanding some tools
with the Ferguson Transportation, part only having been shipped.

I notice that the date of the Ferguson's
Transportation lease covers a period 1941 to May 1942, and while the agreement
between the company and the Ferguson, apparently there were no tools at
that time.

On giving the matter consideration from all angles I
think we should not raise the question of the tools belonging to the company.
We said that thinking they were personal property and we will leave it at
that. We should however, for the file record if nothing else, have a report
from Mr. Smith as to the United Company, who incorporated, list of share-
holders (and names), officers as at time of agreement, and statement of assets
and liabilities of that date. In all probability the only assets are those
in the inventory, but since the agreement is made out in the name of the
United Company as proprietors not officers, the ownership of those items should
be clarified. The revenue from those items will of course follow the ownership.

Mr. Smith in his letter of January 25, 1943, stated
that he was making inquiry concerning the payments under this agreement and we
could be well furnished as to the information regarding this matter if Smith
is making a letter to say which I think will cover the matter.

Very truly,
A. E. Martin.

P.S. Regarding the matter about of tools which sold for \$51.75, that gave
rise to the belief that these were Richardson Stumpf's. The file does
not appear to disclose this.

EVACUATION SECTION	
Date:	APR 4 1946
File No.	4382
Ans.	
March 30, 1946	Received

March 30, 1946
Minto, B. C.

Mr. H. F. Green,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

I am writing to request if ^{you} will be able to enlighten me on what is the best procedure to take to sell the equipment still left at 209 Powell St. in care of King Cartage Ltd. I had my lawyer, Mr. E. J. Grant of 615 Pender west make out an agreement between King Cartage and the Safety Garage whereby Mr. King agreed to pay monthly rental for the use of the gas pumps left in his care and take care of the rest of the equipment and office fixtures. To my knowledge I do not believe Mr. King has paid a cent but if you will kindly contact Mr. Grant he will be able to give all the particulars because I have left all the documents in his care.

I do not wish to put the equipment on sale by auction because all you can get is next to nothing. I have written Mr. Grant giving him authority to sell everything to the highest bidder. There are two meter was pumps which should bring a fair price at least. If it cannot be sold at a reasonable price I wish to have them removed because I have a buyer for them here.

If you can give me any assistance on the above I will be very much obliged to you. Please advise me by return mail at your earliest convenience.

Thanking you in anticipation of your kind attention, I remain.

Bowser pump ser. 38187 model 410
Wayne " " 493exh " 661 yours very truly,

Shuichi Enomoto
Shuichi Enomoto
Reg. No. 07965

13/6/45
1810

June 14th, 1946.

Mr. Shuichi MNOMOTO,
Reg. No. 07965,
MINTO, B.C.

Dear Sir:

We regret the delay in answering your letter of March 30th, 1946, which has been caused by extreme pressure of work.

Your remarks regarding some equipment said to have been leased to the King Cartage Ltd. are noted and if you appointed a legal representative to carry out your wishes, have you not heard from him regarding the present position? Possibly in the meantime you have had some communication or information on the subject. Please advise us.

We have had your file under review before this date in an effort to clarify the position in regard to yourself and your other associates, but unfortunately you failed to reply to our letter of June 15th, 1945.

When you registered at the office of the Custodian at Hastings Park on April 16th, 1942, you declared that you had no property of any description.

Several letters to you from this office remain unanswered and we would suggest that you peruse all letters received from us and write giving us complete details.

Yours truly,

G. D. Spain
Protection Department

GBS:LEM

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

PHONE PACIFIC 5181

PLEASE REFER TO

FILE NO.

4382, 11044, 4717, 13093

JAPANESE EVACUATION SECTION

EVACUATION SECTION

Rec'd AUG 9 1946

File No. 4382, 11044, 4717, 13093

Ans.

June 15th, 1945.

Referred

Spain

806 ROYAL BANK BLDG.
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

Mr. Shuichi ENOMOTO,
Reg. No. 07965,
Minto City, B.C.

Dear Sir:-

You will recall that in June 1943 you sent us \$10.00 to cover the cost of shipping to you some tools said to be left at 566 Powell Street. We have never been able to locate these and so advised you on July 9th.

In March 1944 we came across a considerable quantity of garage equipment in the premises at 514 Alexander Street. Some of this bore the name of Rikimatsu OTSUJI and has been subsequently sold and the proceeds credited to his account as per attached Auction sheet.

Among these tools are a battery charger and a Stromberg battery tester, which you asked previously to have sent to you and which may therefore belong to you. So that it occurs to us that all these tools may properly belong to you and not to Mr. R. OTSUJI.

We are sending you an extra copy of this letter and suggest that you contact Messrs. R. OTSUJI who is at Lemon Creek, Slocan, and Mr. Y. KATAI, c/o Mrs. Z. Holman, Taber, Alberta. If they will sign the statement that there is no objection to your receiving the net proceeds, we shall be pleased to remit them to you, together of course, with your \$10.00 deposit. Alternatively we will make whatever disposition of the money you and your former partners may jointly decide upon.

Yours truly,



H.F. Green,
Protection Department.

HFG/DD.
Enc.2.

I have no objection to the proceeds from sale of the tools being sent to Shuichi ENOMOTO

Y. K. Katai
signed Y.K.

Rikimatsu Otsuji
Signed R.O.

Minto Mine, B. C.
August 6, 1946.

Mr. G. B. Spain,
Office Of the Custodian,
Royal Bank Bldg.,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd.	AUG 6 1946
File No.	4382
Ans.	
Referred	Spain

Dear Sir:

Re File No. 4382

I am in receipt of your letter of June 14th
and wish to thank you very much for same.

I am enclosing a letterb from Mr. H. F. Green
and a n auction list sheet. Please remit the \$10.00
and proceeds from the auction sale to me.

In regards to King Cartage lease I have not
heard from the new lawyer to date. Mr. E. J. Grant
who was looking after my account had passed away last
year leaving the account to Mr. H. M. Drost. I will
write and enquire if he is doing anything with the
equipment still left in at 209 Powell Street and will
advise you of same.

Thanking you and trusting for your kind
attention, I remain.

Yours very truly,



Shuichi Enomoto.

13093
4717
4382

August 10, 1946.

Mr. Shuichi HONOTO,
Reg. No. 07965,
MINTO MIRA, B.C.

Dear Sir:

We are in receipt of your letter of the 6th instant from which we note your wish to receive funds from your account. We would like to remit your whole balance but unfortunately your affairs are so involved with your associate that considerable clarification will be necessary before your file can be closed and the money remitted.

We note that Mr. Grant is dead and that Mr. Drost has succeeded him in settling the matter left in his hands, and we sincerely hope that you will succeed in finding out what has happened to the rent from the King Garage for your equipment left there. We hope you will be able to arrange with Mr. Drost to sell the equipment.

On July 4th, 1944, we wrote to you enquiring about a claim in the sum of \$59.55 which we had received from the Workmen's Compensation Board. We asked you to give the matter of a reply to our letter your immediate attention but we have not heard from you on the subject. A prompt reply in this matter will help to clarify your affairs.

Yours truly,

G. B. Spain
Protection Department

CBS:LEM

March 12, 1947

To: Mrs. Hartman

From: F. Matheson

Re: Safety Garage Ltd. File 13091

According to the Agreement dated March 11, 1942, between Rikimatsu OTSUJI, Shuichi HAMOTO and Yotichi KATAI and Aubrey Leslie King, all the issued capital of the above-named company (OTSUJI - 472 shares; HAMOTO - 106 shares; KATAI - 106 shares) were transferred to King, together with the tanks, pumps, office equipment, etc. of the Safety Garage Company.

The liabilities of the Safety Garage Company according to our records are \$41.65, as shown by the Liability Summary.

In addition to the equipment transferred to King, a quantity of garage equipment was found at 511 Alexander Street, apparently tagged with the name of Rikimatsu OTSUJI. This equipment was sold for the net sum of \$51.71, which was credited to the account of OTSUJI.

OTSUJI and KATAI have signed the following: "I have no objection to the proceeds from sale of the tools being sent to Shuichi HAMOTO."

Would it be in order to accept this as evidence that the tools sold were the personal property of Shuichi HAMOTO and were not part of the assets of the Safety Garage Ltd.? This is possibly correct as HAMOTO appears to have been the auto mechanic at this garage.

/FM

13093/4382/11044/4717

March 12, 1947

Mr. Shinichi HIOMOTO,
Reg. No. 07965,
Hinto Mine, B. C.

Dear Sir:

Re: Safety Garage Limited

On March 31, 1942, yourself and your partners, Ri Imatsu Otsuji and Yelichi Katai, transferred to Aubrey Lisle King, all shares of stock, goods and chattels of the above-named company. The transfer document states that at that date the Safety Garage Limited was free and clear of all debts or encumbrances of any nature or kind.

However, the following claims have been filed with the Custodian against the Safety Garage Limited:

1. Workmen's Compensation Board \$59.55
2. City of Vancouver Scavenging Dept. 2.10

To the best of our knowledge these claims are still outstanding, and we understand that each of the three partners of Safety Garage Limited are responsible for payment of the debts filed against the company.

We hold no funds to the credit of Mr. Yelichi Katai, and know of no assets belonging to him. There is a sum of \$10.47 standing to the credit of Mr. Rikimatsu Otsuji, who has been repatriated to Japan. There is a sum of \$51.71, from the sale of tools found at 514 Alexander Street, standing to your credit. It is our intention to apply the \$10.47 belonging to Mr. Otsuji to ward settlement of these claims and to pay the balance from your funds. This would leave in your account a balance of 53 cents, which would be sent to you.

If you have any record of the settlement of the two claims against the Safety Garage Limited, please let us know. If we do not hear from you by April 14, 1947, we shall assume that the claims are still outstanding, and payment will be made as outlined above.

Yours truly,

F. Matheson,
Office of the Custodian.

/FM

May 3, 1947

Mr. Shinichi ENOMOTO,
Reg. No. 07965,
Minto Mine, B. C.

Dear Sir:

On March 12, 1947, we informed you that your credit balance with this office was \$51.71, representing the net proceeds from the sale of some tools identified as your property. We advised you also that unless you informed us that payment had already been made, we would make settlement from your funds of the following claims filed against Safety Garage:

Workmen's Compensation Board.	\$49.08
City of Vancouver Scavenging	<u>2.10</u>
	51.18

The Workmen's Compensation Board claim was for a total of \$59.55, but a payment of \$10.47 made from the funds of Mr. Rikimatsu Otsuji, one of your partners in the Safety Garage, reduced the outstanding balance to \$49.08.

Enclosed is Custodian cheque for the sum of 53 cents representing the balance standing to your credit with this office.

Yours truly,

F. Matheson,
Office of the Custodian.

/FM
Enclosure

13093, 4-82

July 22, 1947.

Mr. Smichi ENOOTO,
Registration No. 07905,
Minto Mine, B. C.

Dear Sir:

Re: SAFETY GARAGE LIMITED

Enclosed is Custodian Cheque in the sum of \$2.68,
being balance of funds to the credit of Safety Garage Limited
in this office. These funds represent a dividend paid to
the firm by Powell Fish Company. This small balance is being
forwarded to you to partially reimburse you for payments made
from your personal account in this office against the liabilities
of the firm.

A stamped, addressed envelope is enclosed for your
convenience in acknowledging receipt of this cheque.

Yours truly,

for
A. C. McArthur,
Office of the Custodian.

/AC
Enc. cheque \$2.68
envelope.