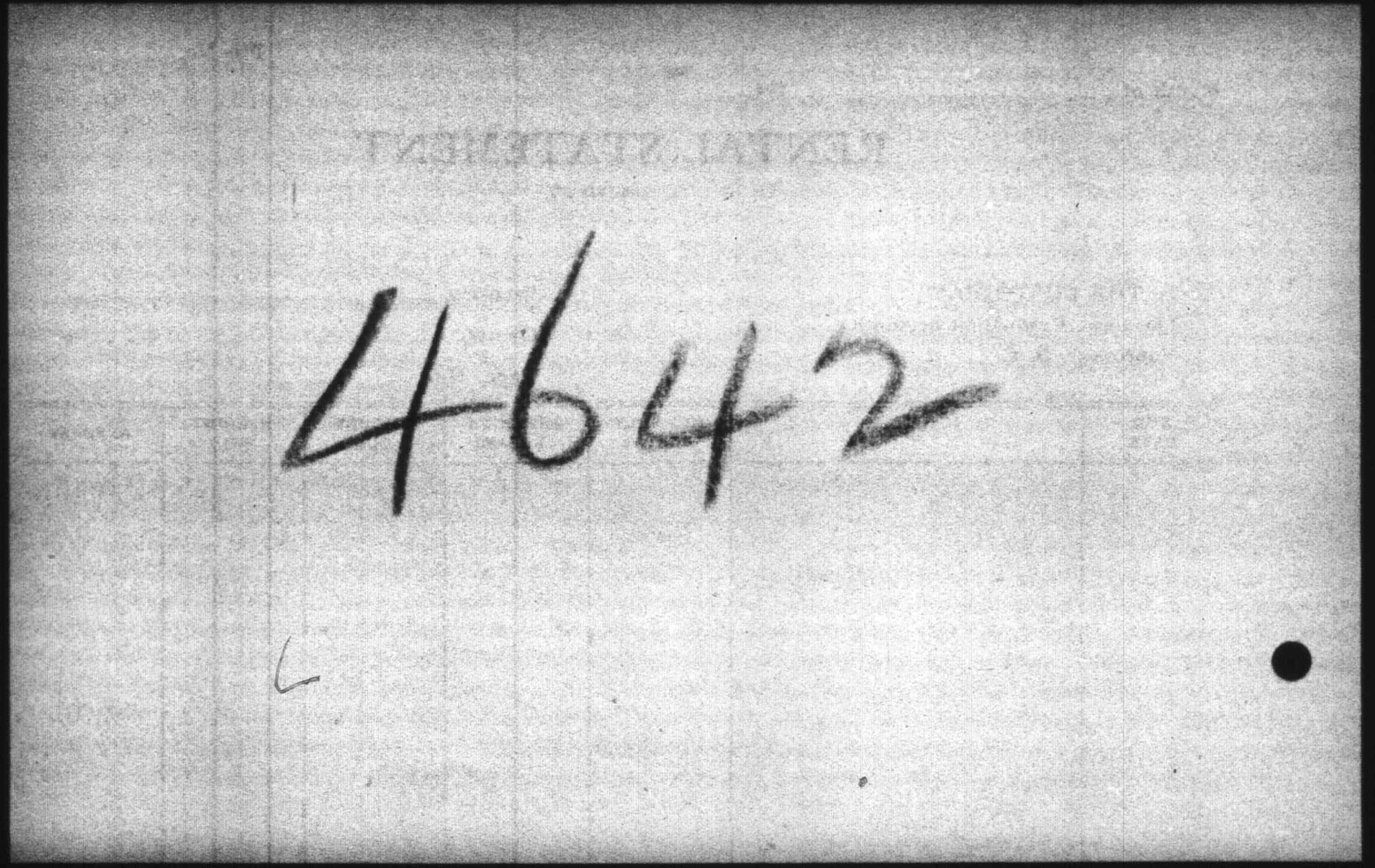

4642

Rose

Original

C. Alexander

FORM BUSINESS #1643

FILE NO. 4142

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: Tsumura, Tunetaro

HOME ADDRESS: Prince Rupert, B.C.

REGISTRATION NUMBER 10474 SEX: Male AGE: 61

OCCUPATION: Boat Builder Owner of Tsy Boat Shop

(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:

MARRIED? Yes.

NAME OF WIFE ~~OR HUSBAND~~: Setsuko Tsumura

ADDRESS OF WIFE ~~OR HUSBAND~~: Prince Rupert, B.C.

NAMES OF ANY LIVING CHILDREN: Hiroo, Teiji, Sachiko, Takako, Sakura, Kei.

ADDRESS OF CHILDREN: Prince Rupert.

AGE OF CHILDREN: 22, 21, 19, 17, 16, 8.

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

1. LOCATION AND DESCRIPTION: Building known as the Tsy Boat Shop located at Cow Bay Prince Rupert B.C. House no. 17. The ground on which the building stood was rented from the City of Prince Rupert.

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are) none

4. TAXES (Amount and where payable) none

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

6. OCCUPANCY AND LEASES (If vacant so state) Sold after we left to Mrs. Allaire Prince Rupert through F.G. Helgerson Ltd. (Real Estate) Mrs. M. E. Arnold Prince Rupert. Now in hands of Custodian. Mr. D.L. McPherson, Deputy Custodian of Japanese Properties.

WHEREABOUTS OF TITLE DOCUMENTS: none

[ST]ATE IF ANY OTHER PERSON HAS ANY INTEREST: none

[I]F FARM LAND STATE CROPS SOWN: none

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:
2. LANDLORD'S NAME AND ADDRESS:
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
4. STATE WHEREABOUTS OF LEASE:
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

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:

—1-30" bandsaw of Can. Machinery Corp. Ltd make, complete with 4 blades

—1-ripsaw, jointer, bandsaw combination machine of [illegible] Williams make, complete with 4 saws, + 5 H.P. Baldwin motor.

—1-Model T ford engine, 2 single block pulleys. 1-logging jack,

2 double [illegible] pulleys, 9-100' ¾ in. manilla rope.

2 sledge [illegible] [illegible] peepee, 2 crow bars, 50 lbs. of nails

~~[illegible]~~ 1-30" brass propeller

2 small [illegible] [illegible] tack, —1 screw jack

[illegible] " double iron pulleys.

[illegible] the Key Boat Shop Prince Rupert.

3. GIVE THE NAME AND ADDRESS OF [illegible] CLAIM OR ANY [illegible]

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: none

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:

2. LANDLORD'S NAME AND ADDRESS:

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

4. STATE WHEREABOUTS OF LEASE:

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

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:

- 1-30" bandsaw / Can. Machinery Corp. Ltd make, complete with 4 blades
- 1- ripsaw, jointer, bandsaw combination machine / A.R. Williams make, complete with 4 saws. 1-5 H.P. Baldwin motor.
- 1- Model T. ford engine, 2 single block pulleys. 1- logging jack
- 2 double block pulleys, 4-100' 3/4 in. manilla rope.
- 2 sledge hammers, 1 peavee, 2 crow bars, 50 lbs. / nails
- ~~2 HORSES, LIVE STOCK AND OTHER ANIMALS, POULTRY AND PETS~~ 1-30" brass propellers
- 2 small propellers, 2 pumps, blow torch, - 1 screw jack
- 1 blacksmith vise, 1 anvil, 1-10" double iron pulley.
- 1 stove, 1-16" double wood pulley

Left in the Key Shut Shop Camp, Prince Rupert.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY none.

FORM "JP"

FILE No. 4642

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)
Mr. Robert Fuzzel Prince Rupert, boat "Silene" $75.00.
(Please collect)
$60 for sale of shop. Now in hands of Custodian.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
1-$50 Victory Bond (with me)
10-$5 War Savings Certificates

8. BANK ACCOUNTS: none

9. LIFE INSURANCE: none

10. INTEREST IN ANY ESTATES OR TRUSTS. none

11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none

2. TRADE DEBTS: none

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

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

Dated this 26th day of August 1942.

(Signature) H Rummuth

A Cammidge
Witness

FOR DEPARTMENTAL USE

P.D. 28/12/42

4642

INFORMATION FROM R.C.M.P.

Date Sept. 16/43.

Our File No. 4642

Full Name TSUMURA, Kumetaro
(Surname in Block Letters)

Registration No. 10474 Male - Female (check) Age Dec 5 1882

Former Address 704 - 7th Ave Prince Rupert, BC

Date Evacuated May 12/42 Naturalized - Canadian-Born - National (check)

Present Address Prince Rupert, B.C.
Medford, Ont.

Married - Single (check)

Name of Wife Setsuko Tsumura #10473

Name of Husband

Name of Mother Deceased Name of Father Deceased

Names of Children under 16 Satsue (m) Aug 15/26 Kei (M) May 2/34

Requested by RCMP. Registered with Custodian YES (Yes or No)

Additional Information Boat builder (own business)

LIABILITY SUMMARY

File No. 4642 April 30, 1947

Re: Kunetaro TSUMURA, Reg.No.10474

This file reveals the following claims:

1. Messrs. Brown & Harvey, Prince Rupert, B. C. filed claim for $362.45 due Albert & McCaffery Ltd. Upon referring this claim to TSUMURA, he replied that settlement had been made of this claim by the seizure by his creditors of a speed boat belonging to him some years previous. This information was given to Messrs. Brown & Harvey, who notified this office on January 15, 1943, that their clients had decided to drop the claim.

2. The Department of National Revenue filed claim for $12.16, plus $1.26 (penalty) against this man in connection with the sale of some lumber. This claim was paid on August 12, 1943, as authorized by TSUMURA in his letter of August 4,1943.

This file reveals no other liabilities.

The file of Setsuko TSUMURA, File 2056, wife of this man, reveals no liabilities.

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

Gmathison

April 30, 1947

/FK

PERSONAL PROPERTY SUMMARY

File 4642

April 30, 1947

Re: Kumetaro TSUMURA, Reg. No. 10474

This man was evacuated on March 17, 1942. It was not until August 26, 1942, that he signed a declaration to the Custodian in regard to his property. His son, Hisao(File 2060) had on March 20, 1942, made a report to the Custodian in regard to the father's property.

The chattels reported by Kumetaro TSUMURA and by his son,on the father's behalf, are shown in the Chattel Schedule. These consist of the Kiy Boat Shop and the tools and equipment of that shop, all of which were sold by sales paper dated April 2,1942, copy of which is filed under date of June 11,1942, on this file. On June 11,1942, Mrs. N. E. Arnold, of H.G.Helgerson, Ltd. sent to this office cheque for $579.00, representin the sale price of the Kiy Boatshop, less 5% commission ($610.00, less $31.00) an error of 50 cents was made, which has not been corrected). The sum of $579.00 was credited to the account of Kumetaro TSUMURA and all these funds have been remitted to him. In regard to H.G.Helgerson Ltd. charges, see letter of January 4,1943.

TSUMURA, in his declaration, reported one $50.00 Victory Bond and 10 $5.00 War Savings Certificates. These were not brought under the control of the Custodian.

TSUMURA reported an account receivable due him from Robert Ffizzell in the amount of $45.00. Collection of this sum was made by the Custodian on June 28,1943.

TSUMURA on March 15,1943, reported a claim against Capt. Wilson of the M.V. "T.H.L.". for the sum of $17.55. This claim was collected by the Custodian on July 17, 1943.

On August 4, 1943, Kumetaro TSUMURA reported two additional Accounts Receivable:

1. Peter Nice (Indian) - $15.00 See letter of May 6/47 - Answered
2. W. J. McMillan (Fisherman) $20.00. Letter of Apr 30/47 Returned - Insufficient address.

The chattels (household effects mainly) sold on behalf of TSUMURA on August 3, 1944, appear to be those declared by his wife, Setsuko TSUMURA, File 2056. The net proceeds of this sale were $43.62.

No other property of any kind is revealed by this file.

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

F Matheson

April 31, 1947

/FM

CHATTEL SCHEDULE

Files Nos. 4642 & 2056 — April 30, 1947

Re: Kumetaro TSUMURA, Reg. No.10474
& Setsuko TSUMURA, Reg.No.10473

These persons are man and wife. They are former residents of Prince Rupert.

Declared File 4642
August 26,1942

Kiy Boat Shop, Cow Bay, Prince Rupert
1 30" Bandsaw, complete
1 Ripsaw
1 Jointer Bandsaw Combination Machine with 4 Saws
1 5 HP Baldwin Motor
1 Model T.Ford Engine
2 Single Block Pulleys
1 Logging Jack
2 Double Block Pulleys
1 100 Ft. ¾" Manila Rope
2 Sledge Hammers
1 Peavie
2 Crow-bars
50 Lbs. Nails
1 30" Brass Propeller
2 Small Propellers
2 Pumps
1 Blow-torch
1 Screw Jack
1 Blacksmith Vise
1 Anvil
2 10" Double Iron Pulleys
1 Stove for Boats
1 16" Double Wood Pulley
1 Blacksmith Forge
2 Pcs of Wire for Extention

On April 8/42 some additional small items of equipment & tools were reported by Custodian Agent.

The Kiye Boatshop, in which these goods were stored, was sold by TSUMURA to A. W. Allaire, as shown by copy of sales paper filed under date of June 11,1942.

On September 22,1942, Kumetaro TSUMURA informed this office by letter that the goods listed were included in the sale to A.W. Allaire.

From this sale $579.00 was credited to the account of Kumetaro TSUMURA.

Declared File 2056
March 25/42

1 Singer Sewing Machine .... 1 Crated Sewing Machine shipped May 19,1942
Books
Cooking Utensils — See goods sold at Auction, Prince Rupert, B.C., on August 3,1944.
Household Effects — Net Credit from Sale - $43.62

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

F Maclean

April 30,1947

/FM

KIY BOAT SHOP

PRINCE RUPERT

B. C.

##########

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAR 23 1942

Mr Brown
Please speak to me

P. O. Box 743
Prince Rupert, B. C.
March 20, 1942

G. W. McPherson
Authorized deputy of the Custodian
1404 Royal Bank Building
Vancouver, B. C.

Dear Sir:

I wish to report the property of Kiy Tsumura. This property known as the "Kiy Boat Shop" is situated at Cow Bay, house number 17, Prince Rupert, B. C. The contents of the boat shop is as follows:

One 5 H. P. Baldwin Motor No. 56721, made by the A. R. Williams Machinery Co.

One Bandsaw, Jointer, Circular saw, Combination machine, made by A. R. Williams Machinery Co.

One 30" bandsaw complete with 4 bandsaw blades, made by Canadian Machinery Corp. Ltd. Complete with pulley and belting.

K.W. Brown & Harvey
BARRISTERS & SOLICITORS

J. T. Harvey — F. W. Brown

Telephone 18
P.O. Box 638

Brauer Building,
Prince Rupert, B.C.

April 8th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
APR 13 1942

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

Dear Sirs:- Re: Kiy's Boat Shop.

We are in receipt of your letter of March 31st last, together with copy of the inventory of Arthur Rivett of H. C. Helgerson Limited of this City.

The writer visited the premises of the Kiy Boat Shop along with Arthur Rivett and checked the goods listed in the inventory which you sent us. All of the goods listed in the inventory appear to be in the building until recently occupied by Kiy Sumura and known as Kiy's Boat Shop. The writer noticed, however, that there were many articles in the building which would have some value which were not listed in the inventory. Among these there were saws, an axe, bits, running lights, oil cans, several partly filled tins of paint and varnish, odds and ends of hardwood, other band-saw blades, chisels, etc. The writer did not make a detailed list of these latter articles, but will do so on further instructions from you.

The first item you have listed in the inventory which you sent us 1-5 H.P. Baldwin Motor No. 56721, made by A. R. Williams Machinery Company, this motor is more correctly described as 1-5 H.P. Baldor Motor No. 56721, made by the A. R. Williams Machinery Company.

The Kiy Boat Shop is situate at No. 17 Cow Bay Road, and is ~~on~~ part of waterfront block "F", which property is owned by the City of Prince Rupert. Sumura owns the building itself, and has been paying rent to the City for the use of the land. We should imagine that the building, apart from contents, would be worth in the neighbourhood of $500.00 or $600.00 to anyone who could make use of it where it now stands. The building is securely locked by padlocks, and the only keys which are

available as far as we can ascertain, are held by Arthur Rivett. However, it would be an easy matter for anyone to break in and take the contents as the building is situate in a rather isolated spot and windows could easily be removed. There is no insurance on the building or contents for fire, theft or any other loss which might be sustained.

We have been advised by H. G. Helgerson Limited of this City that there is pending a sale of the building and contents by Kiy Sumura to one A. W. Allaire of this City. Mrs. Arnold of Helgerson Limited advised the writer to-day that there is now a Bill of Sale of the building and contents in the mail on the way to Sumura to be executed. It is our opinion that it would be extremely wise for Sumura to sell out at the earliest opportunity even though he might have to take some loss.

I trust that this is the information you require, and if we can be of any further assistance to you, will gladly act on your further instructions.

Yours faithfully,

BROWN & HARVEY

By

ABB/KM

Form No. 5. Bill of Sale (Absolute) Victoria Ptg. & Pub. Co., 521 Yates St., Victoria, B.C.

"A"

This Indenture

made the Second day of April in the year of Our Lord one thousand nine hundred and forty- two.

In Pursuance of the "Bills of Sale Act"

Between

KUMETARO TSUMURA, of Albrede, British Columbia, Boatbuilder,

hereinafter called the "Grantor" of the

First part and

A.W.ALLAIRE of the City of Prince Rupert, Province of British Columbia, Contractor.

hereinafter called the "Grantee" of

the Second Part

Whereas, the said Grantor is possessed of the goods, chattels and personal effects hereinafter set forth, described and enumerated, and hath contracted and agreed with the said Grantee for the absolute sale to the said Grantee of the same, for the sum of ----------

----------SIX HUNDRED AND TEN DOLLARS ($610.00)----------

Now this Indenture Witnesseth, that in pursuance of the said Agreement, and in consideration of the sum of ----------

--------SIX HUNDRED AND TEN DOLLARS ($610.00)---------- of lawful money of Canada, now paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents; (the receipt whereof is hereby acknowledged) the said Grantor **hath bargained,** sold, assigned, transferred, and set over, and by these presents **Doth bargain,** sell, assign, transfer, and set over unto the said Grantee, his executors, administrators and assigns

All those the said goods, chattels and personal effects hereinafter described, that is to say:

Those certain premises known as KIY BOATSHOP, built on acreage known as Waterfront lot 'F' belonging to the City of Prince Rupert, such boatshop more particularly known No.17, Cow Bay, Prince Rupert, B.C.
- One (1) Screw Jack.
- One (1) Model T Ford Engine.
- One (1) Five horsepower Electric Motor.
- One (1) 30" Band Saw.
- One (1) Combination Rip Saw and Jointer.
- One (1) small Block and Tackle with ropes.

Odds and ends of Lumber.

all of which said goods, chattels and effects are now in possession of the Grantor, and are situate, lying and being in, on, upon and about the Kiy Boatshop , No. 17 Cow Bay, Prince Rupert, B.C.

And all the right, title, interest, property, claim and demand whatsoever both at law and in equity, or otherwise howsoever, of him the said Grantor, of, in, to, and out of the same, and every part thereof:

To Have and to Hold the said hereinbefore assigned goods, chattels and effects and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee, his executors, administrators, and assigns, to and for his and their sole and only use For Ever:

And the said Grantor **Doth** hereby, for **his** heirs, executors and administrators, Covenant, Promise and Agree with the said Grantee, his executors and administrators in manner following, that is to say: **That** the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned chattels and effects and every of them, and every part thereof:

And the said Grantor now hath in himself good right to assign the same unto the said Grantee, his executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents;

And that the said Grantee, his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, peacefully and quietly have, hold, possess and enjoy the said hereby assigned goods, chattels and effects and every of them, and every part thereof, to and for his and their own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by him, the said Grantor, or any person or persons whomsoever;

And that free and clear, and freely and absolutely released and discharged, or otherwise at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grant, titles, charges and incumbrances whatsoever:

And moreover, that the said Grantor, and all persons rightfully claiming, or to claim any estate, right, title, or interest of, in, or to the said hereby assigned goods, chattels and effects and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, his executors, administrators and assigns, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the most effectually assigning and assuring the said hereby assigned goods, chattels and effects unto the said Grantee, his executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents, as by the said Grantee, his executors, administrators or assigns, or his Counsel shall be reasonably advised or required.

And it is hereby agreed and declared that the words in the hereinbefore contained covenants, provisoes, conditions and agreements which import the singular number shall, whenever the context and the parties hereto require, be read and construed as applied to each and every Grantor and Grantee, male or female, and to his or her heirs, executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns.

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 PRESENCE OF

R. B. Bruce
Alameda Camp
Mrs. E. Arnold
216 - Sixth St.
Prince Rupert B.C.

K. Tsumura
A. W. Allaire

a Commissioner for taking affidavits

"A"

This is the paper-writing marked with the letter "A" referred to in the Affidavit of A.W.Allaire sworn before me this Second day of April A.D. 1942.

Mrs. E. Arnold

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

"A"

This is the paper-writing marked with the letter "A" referred to in the Affidavit of Kumetaro Tsumura sworn before me this day of April A.D. 1942.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Acknowledgment of Officer of Corporation

I HEREBY CERTIFY that, on the day of 194 , at in the Province of British Columbia appeared before me and acknowledged to me that he is the (whose identity has been proved by the evidence on oath of , who is) personally known to me, and that he is the person who subscribed his name to the annexed Instrument as of the said and affixed the seal of the to the said Instrument; that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and forty-

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out words in brackets.

AFFIDAVIT OF BONA FIDES

"Under Bills of Sale Act"

BRITISH COLUMBIA
County of
TO WIT:

I, A.W.Allaire of the City of Prince Rupert in the County of Prince Rupert in the Province of British Columbia, the Grantee in the foregoing Bill of Sale marked with the letter "A" named make oath and say: That the assignment therein made is bona fide for valuable consideration, namely, Six hundred and Ten -------- Dollars, and that the consideration is duly set forth in the said Bill of Sale; and that it is not for the purpose of enabling the Grantee to hold the goods mentioned therein as against the creditors of the said Grantor . Kemetaro Tsumura

That the said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor , or of preventing the creditors of the said Grantor from obtaining payment of any claim against him.

SWORN before me at the City of Prince Rupert in the Province of British Columbia, this Second day of April A.D. 1942.

Nora E Arnold

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

A W. Allaire.

Victoria Printing & Publishing Co., Victoria, B.C.

Bill of Sale

(ABSOLUTE)

KUMETARO TSUMURA

—TO—

A. W. ALLAIRE

Dated April, 2nd 1942

AFFIDAVIT OF WITNESS

British Columbia,
TO WIT:

I, of make oath and say as follows:—

1 That the paper writing hereunto annexed, and marked "A" is the 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

2 That the Bill of Sale was made and given by the said on the day of in the year of Our Lord one thousand nine hundred and forty-

3. That I was present and did see the said in the said Bill of Sale mentioned and whose name is signed thereto sign and execute the same on the said day of in the year aforesaid.

4. That the said at the time of making the said Bill of Sale, resided and still resides at and was and still is

5. That the name set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me this deponent and that I reside at and am

Subscribed to and sworn before me this
day of A.D. 194
at the of
in the Province of British Columbia.

Notary Public in and for the Province of British Columbia.
Commissioner for taking affidavits within British Columbia.

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.

June 11, 1942.

Mr. G. L. Rorie,
Office of Deputy Custodian,
Prince Rupert, B.C.

Dear Mr. Rorie:

The Sale of the Kiy Boatshop from Kumetaro Tsumura to A. W. Allaire of this city has now been consummated. The negotiations for the sale were begun and an agreement reached between us, as agents, and Hisae Andrew Tsumura, son of Kumetaro, before the evacuation of the Japanese. The son had full consent of his father to negotiate, but owing to the hurried departure of his father, did not get a signed Power of Attorney enabling him to sign the Bill of Sale. It took considerable time for us to get in touch with Tsumura Senior, and the Bill of Sale had to be returned for a witness's signature.

We have now received payment in full from Allaire and our statement and cheque to balance are attached herewith. The cheque is drawn in the name of G.W. McPherson, as per our instructions. A signed copy of the Bill of Sale is also enclosed. We wrote an Insurance policy (Ohio Farmers No. B.C.23907) for $600.00 for a period of sixth months ending September 20th next, in the name of G.W.McPherson on this property, and we have to-day endorsed this policy to A.W.Allaire as the Assured

Yours very truly,

H. G. Helgerson, Ltd.

N. E. Arnold

Manager

Encl.
NEA:N

4642

1st September, 1942.

Kumataro TSUMURA, Esq.,
Red Pass Hospital,
B.C.

Dear Sir:-

Thank you very much for your letter dated August 27th and for sending us duly completed JP registration forms.

With reference to the sale effected by you through Messrs. H.G. Helgerson Ltd. to Mr. A.W. Allaire of Prince Rupert of the premises known as Kiy Boat Shop on April 2nd, please note that we are at the present time holding a credit balance in your favour amounting to $579.00, representing sale agreed upon at $610.00 less commission of 5% or $31.00 withheld by Messrs. H.G. Helgerson Limited.

In looking over the statement of personal property owned by you on Page 2 of your Declaration form, we find that a number of the items described by you were included in the Bill of Sale covering Kiy's Boat Shop, such as the thirty-inch band saw, the Model T Ford Engine, the 5-horsepower Baldwin Motor, the combination ripsaw and jointer, the screw-jack, the small block and tackle with ropes, etc.

We would appreciate your being good enough to inform us whether or not the remaining items listed by you were included in the items sold by you to Mr. Allaire and if not, exactly what equipment belonging to you remains in Prince Rupert, and the arrangements under which such items were left.

Yes - for
22-9/42

Your request for funds has been carefully noted and we shall be pleased to give it every possible consideration after we have completed our investigations of a claim for $362.45 filed against you by Albert & McCaffery Limited, through their solicitors Messrs Brown & Harvey of Prince Rupert.

Yours truly,

R.P. Alexander,
Manager

RPA:FM

OFFICE OF THE CUSTODIAN
JAPA...
RECEIVED
SEP 2...

McCaheley

Slocan City, B. C.,
Sept. 22, 1942.

R. P. Alexander,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B. C.

Dear Sir:

Re:- File 4642

I am in receipt of your letter of September 1st.

You state that a claim for $362.45 has been filed against me by Albert & McCaffery Limited, through their solicitors Messrs. Brown & Harvey of Prince Rupert.

A debt of this sort should not rightly exist as Albert & McCaffery Ltd., laid claim against me some 10 years ago on this debt and seized my fast, pleasure boat named Kiy II. I had no alternative but to give in as I was very poor at that time and could not pay the bill. They took the boat and used it for the summer.

They burnt out the high tension magneto and in the winter put it in the Prince Rupert Dry Dock shed. I have no knowledge of what had happened to it after that but I heard that they sold the boat. They had changed the name of her to the "Afton" I believe, and changed the engine. Later I saw the boat laying at the Prince Rupert Yacht Club for many years.

Kiy II was a specially designed, constructed boat and I took great pride in her. It was the fastest boat at that time in Prince Rupert. It was 24' 6" long, beam 6', depth 2' 4" and had a V Bottom, powered with a 60 H. P. Reo Engine. Cost of boat and engine complete everything $685. Many people in Prince Rupert will know this boat.

Why is it that such an unjust claim of over 10 years ago be brought to my attention now, so long after and not while I was residing in Prince Rupert? I am sure that if such a claim existed against me while I was in Prince Rupert they would surely have brought it to my attention long before this. Now that I was forced to leave Rupert they, no doubt, try to use this as a good advantage to better their means.

When I had to hand over the boat Kiy II to Albert & McCaffery I had papers drawn up at Patmore & Fulton Law Office at Prince Rupert. If the Custodian would inquire at Patmore & Fulton's office they will have records for the same.

If they are insistent in pressing this claim, I suggest that they pay me for the boat, seizure, and damage of the same first of all and not after.

This amount of $579 now in your hands is my only possession left in this whole world. $579 left after 18 years of sweat and toil!

With reference to your question in your letter - the items listed were included in the sale made to Mr. Allaire.

Sept. 22, 1942.

With reference to the sale of the Kiy Boat Shop I note that there is a credit balance of $579 in my favour; but I got a letter from H. G. Helgerson Ltd., stating that they had collected $610 from the buyer of the shop and sent the same to the Custodian. Why is it that they have taken commission for it, when I had found a buyer for the boat shop, talked with him and finally got into an agreement with him to buy the same. I don't see why they should collect commission. When I was at Prince Rupert, Mr. Allaire (the buyer) said that he would pay for drawing up papers for the purchase of the shop. Nowadays $31 is a fortune let me tell you here in Slocan. I think that under the circumstances they have no right whatever to collect commission.

Very truly yours,

K. Tsumura

K. Tsumura.

Please draw to the attention of Mr. H. F. Green, Manager, Protection Dept., the fact that we are very much in need of tools here and would like him to send release for same to Mr. Jack Bulger, Prince Rupert for the 3 remaining boxes of tools not 2 as stated in the letter of Aug. 28, and if they would send boxes of tools via Vancouver to Slocan City, B. C. not through Hastings Park as previously stated as the people in the Park will be all evacuated.

Thanking you.

Very truly yours,

a 10379.

Hoad Tsumura

#10380

Teiji Tsumura

* see letter of Oct 2 on file 2060.

COPY

H.G. HELGERSON, LIMITED.

Prince Rupert, B.C.

October 13th, 1942

File Nos. 2056, 2060, 4642.

F. C. Shears
Office of the Custodian,
Dep't. of Sec. of State,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Mr. Shears:

The Tsumura family before evacuation lived at 704 Seventh Avenue West in this city. The property was registered in the name of Hisao Andrew Tsumura, son of Kumetaro. The property had been acquired some years previously by Hisao through the agency of this office.

Before evacuation Hisao asked us to sell the house which we did, and the property was registered in the new owner's name on March 22nd, 1942. As a matter of fact, our prospective purchaser had very little ready cash and in order to clear up the matter before the Tsumuras left town, I personally paid them the purchase price of $900.00 in cash, received a Deed from Hisao Andrew Tsumura, and then made my own arrangements with our client. The property is at present registered in my name, pending the completion of the terms of the Agreement for Sale.

Yours very truly,

H.G. HELGERSON LTD.

(Sd.) N.E. Arnold,

Manager.

NEA:JR

4642

15th December, 1942.

Messrs. Patmore & Fulton,
Law Offices,
Prince Rupert, B. C.

Dear Sirs:

Re: Kumetaro TSUMURA
Reg. #10474

We would appreciate receiving your comments in connection with the following taken from a letter to us from Mr. Tsumura:

"You state that a claim for $363.45 has been filed against me by Albert & McCaffery Limited, through their solicitors Messrs. Brown & Harvey of Prince Rupert. A debt of this sort should not rightly exist as Albert & McCaffery Limited laid claim against me some 10 years ago on this debt and seized my fast pleasure boat named Kiy II. I have no alternative but to give in as I was very poor at that time and could not pay the bill. They took the boat used it for the summer. They burnt out the high tension magneto and in the winter put it in the Prince Rupert Dry Dock shed. I have no knowledge of what had happened to it after that but I heard that they sold the boat. They had changed the name of her to the "Afton" I believe, and changed the engine. Later I saw the boat laying at the Prince Rupert Yacht Club for many years. Kiy II was a specially designed, constructed boat and I took great pride in her. It was the fastest boat at that time in Prince Rupert. It was 24'6" long, beam 6', depth 2'4" and had a V bottom, powered with 60 H.P. Reo Engine. Cost of boat and engine complete everything $685.00. Many people in Prince Rupert will know this boat. Why is it that such an unjust claim of over 10 years ago be brought to my attention now, so long after and not while I was residing in Prince Rupert? I am sure that if such a claim existed against me while I was in Prince Rupert, they would surely have brought it to my attention long before this. Now that I was forced to leave Rupert they, no doubt, try to use this as a good advantage to their better means. When I have to hand over the boat Kiy II to Albert & McCaffery I had papers drawn up at Patmore & Fulton Law Office at Prince Rupert. If the Custodian would inquire at Patmore & Fulton's office they will have records for the same. If they are insistent

in pressing this claim, I suggest that they pay me for the boat, seizure, and damage of the same first of all and not after."

Yours truly,

R. P. Alexander,
Manager.

RPA/PMH

C

Dec. 21, 1942.

MEMORANDUM FOR THE FILE.

Re: File 4642, Kumetaro TSUMURA, #10474.
File 2080, Hisao Andrew, TSUMURA, #10379.

Kumetaro Tsumura (father) owned no real property but did own the Kiy Boat Shop, No. 17, Cow Bay, Prince Rupert (built on Waterfront Lot F, leased from the City of Prince Rupert).

Building and business sold under Bill of Sale (April 2, 1942) signed by Kumetaro Tsumura (Seller) A.W. Allaire (Buyer), Nora E. Arnold (Notary Public) - the latter, Manager of H. G. Helgerson Ltd, agent of the Tsumura family and Custodian's agent for the property. Proceeds ($610.00 less 5% - $31.00 - an overcharge of 50¢ - $579.00) remitted by H. G. Helgerson Ltd. June 11, 1942.

Hisao Andrew Tsumura (son) was registered owner of family home at 704 W. 7th Ave. City of Prince Rupert. This was sold through H. G. Helgerson Ltd. for cash, before evacuation, the transfer to new owner being made on March 22/42(see Helgerson's letter of Oct. 13/42.)

R. G. Bell.

RGB:AS

WILLIAM O. FULTON
BARRISTER & SOLICITOR

TELEPHONE 78
P. O. BOX 67

535 W. THIRD AVE.,
SMITH BLOCK,
PRINCE RUPERT, B.C.

EVACUATION SECTION
Recd DEC 28 1942
File No. 4642
Ans.
Referred Alexander

December 22, 1942.

R.P. Alexander, Mgr.,
Dept. of the Secy. of State,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:- - re Kumetaro Tsumura -
Reg. #10474

Replying to your letter of the 15th instant, I beg to say that I had this collection against Tsumura in hand several years ago for Albert & McCaffery Limited. The Company had a mortgage on the launch "Kiy" for $414.20. The boat was a 24'6" gasboat, and was dated September 18th, 1930, payable on demand.

Unfortunately I cannot find my file, if I had one. My recollection is that Tsumura gave the company this boat and that it was accepted in full. In any case it would seem that the account is outlawed. Probably Mr. Tsumura is about right when he says it was ten years ago that the matter was settled.

Yours truly,

WOF/J W.O. FULTON.

Ab-4

January 29, 1943.

SUMMARY OF THE FILE

Mr. Kumetaro TSUMURA, Police Registration No. 10474, owned no real property in Prince Rupert but was the owner of the Ky Boat Shop, No. 17 Cow Bay Road, Prince Rupert, on part of waterfront block "F", leased by him from the City of Prince Rupert.

Mr. Tsumura sold his building and business under a Bill of Sale dated April 2, 1942 for the sum of $610.00. After deducting a commission of $31.00 (5%) H. O. Helgerson, Ltd. forwarded to us net balance of $579.00.

Subsequently a claim for $362.45 against Mr. Tsumura was filed with us through both Mr. William O. Fulton, barrister of Prince Rupert, and Messrs. Brown & Harvey, solicitors of Prince Rupert, on behalf of the same client, Messrs. Albert & McCaffery, Ltd. Following protest and a full explanation by Mr. Tsumura, the claim for $362.45 was withdrawn by all solicitors in Prince Rupert under instructions from their clients.

There are no further claims known to the Custodian against Mr. Tsumura whose account has now been closed out through remittances sent to him.

The only open matter remaining on this file is an alleged amount of $45.00 claimed by Mr. Tsumura as due to him by a Mr. Robert Frizzel of Prince Rupert in connection with the boat "Silene".

Aside from the commission charged by Helgerson of $31.00 against Mr. Tsumura, expenses incurred by the Custodian in connection with this case consist of $5.00 paid to Messrs. Brown & Harvey for checking an inventory and reporting thereon.

In letter dated September 22, 1942 Mr. Tsumura stated that "this amount of $579.00 now in your hands is my only possession left in this whole world after 18 years of sweat and toil."

RPA:MA

EVACUATION SECTION
Rec'd JUNE 30 19..
File No.
Ans.
Referred Alexander

Popoff
Slocan City, B. C.
June 27, 1943

Mr. R. P. Alexander
506 Royal Bank Bldg.
Hastings and Granville
VANCOUVER, B. C.

Re: File #4642 & 9085

Dear Sir:

I have your letter of June 17, 1943 re claim against me by Mr. Hirokichi Yamanaka. This claim is incorrect - I received a bill of $201.36 in Hastings Park - now the amount seems to have increased to $204.70. I have also some personal claims against him which I expect to settle later. Moreover, I am unemployed and am in no financial position to pay, at the present time.

Sincerely yours,

K Tsumura

Kumetaro Tsumura

Reg. #10474

9085
4642

August 12th, 1943.

Mr. Hirokichi YAMANAKA,
Registration No. 10419,
Slocan City, B.C.

Dear Sir:

re: $204.70 - Kumetaro TSUNURA

On the 2nd of July last we reported to you what TSUNURA had to say regarding your claim as above. As we have not heard from you in reply we now suggest that you write to him direct, and perhaps you and he may be able to arrange a settlement.

His present address is:

Registration No. 10474,
Slocan, B.C.

Should you and he agree as to which one owes the other please advise this office so that we can be governed accordingly.

Yours truly,

A. McAlistor,
Claims Department.

4642

August 12th, 1943.

Mr. Kumetaro TSUMURA,
Registration No. 10474,
Slocan, B.C.

Dear Sir:

re: W. J. McMillan - $20.00 (balance)
Peter Nice - $15.00 (balance)

Referring to your letter of the 4th inst. and to that portion relating to the above accounts of yours, it is noted that you say "The whereabouts of whom I have no knowledge."

As the McMillan account is nearly 8 years old, and as the Nice account is over 16 years old, and as you do not know what their present addresses are, it seems rather unusual that we should be asked to try and collect these at this time.

This office desires to be of all the service possible, but does not wish to be used as a collector of outlawed accounts of this nature. Therefore, unless you can give us the present addresses of these parties we can take no action.

We acknowledge receipt of the two enclosures as stated, and shall hold them here pending further advice from you.

Yours truly,

BRIDGE

A. McAlister,
Claims Department.

DEPARTMENT OF NATIONAL REVENUE

REPLY (IF ANY) TO BE ADDRESSED TO "COMMISSIONER OF EXCISE" REFER TO FILE SUPERINTENDENT E. T. COLLECTIONS

EXCISE DIVISION

OTTAWA August 26th, 1943

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B.C.

Re: Kumetaro Tsumura - Reg. No. 10474
Prince Rupert, B.C.

Attention: A. McAlister.

Dear Sir:

The Department acknowledges with tanks receipt of your letter of August 16th, 1943, enclosing your uncertified cheque number 4728 for $13.42 as submitted in connection with the claim of this Department against the above-mentioned party for sales tax to March 31st, 1942.

Yours truly,

Wm.B. Stuart,
Superintendent,
Excise Tax Collections.

per:

JEY/CV

9-2-43 R

JAPANESE EVACUATION SECTION
Rec'd SEP 1 1943
File No. 10K2
Ans.
Referred

NAME TSUMURA, Kumetaro

REGISTRATION NO. 10474 FILE NO. 4642

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

Jardineer	$	1.25
Sword		4.00
Ash tray set		1.75
Trunk		8.50
Trays		0.30
Platters		0.35
Lacquer box		1.15
Ash tray sets		0.35
Bowls		0.60
Cribbage board		0.15
Bake dish		0.05
Plates		0.15
Plates		0.25
Bowls		0.55
Bowls		0.35
Bowls		1.30
Saucers		0.80
Berry dishes		0.30
Tray and saucers		0.25
Sugar dish		0.35
Glass bowls		0.25
China spoons		0.20
Pair vases		0.15
4 Glass tumbles		0.30
3 Odd cups		0.30
Smoking set		0.10
Cream jugs		0.10
Pin trays		0.55
Total Carried forward	$	24.70
Less Expenses:	$	
Net Proceeds Credited:	$	

Members of Custodian Staff Present.

Extracted from Auctioneering List No.

Remarks

NAME TSUMURA, Kumetaro

REGISTRATION NO. 10474 FILE NO. 4642

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

	Brought forward	$ 24.70
5 Plates		0.75
Lemon squeeser		0.30
Envelopes		0.40
Writing paper		0.70
Envelopes		0.50
Stamp outfit		0.25
Curtain rods		1.00
Kettle		0.50
Meat grinder		1.00
Sealers		0.90
Window shades		0.70
Window shades		0.70
Window shades		1.40
Paperhanger brush		0.15
Lacquer box		0.10
Pot		0.30
Iron pot		1.00
Iron pot		0.60
Pot		0.35
Rice bowl etc.		0.40
Tricycle		2.35
Xmas decorations		1.40
Wash board		0.15
Baby carriage		1.50
Gramophone		3.50
Axes		0.50
Golf club		0.10
Total		$
	Carried forward	46.20
[illegible]		$
[illegible]		$

[illegible]

[illegible]

[illegible]

NAME TSUMURA, Kumetaro

REGISTRATION NO. 10474 FILE NO. 4642

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

	Brought forward	$ 46.20
Plane (old)		1.15
Rubber boots		1.50
Rope		0.20
Boys rubbers (not sold)		
Stool		0.50
1 Square shingles		5.00
Paint brush		0.75

Total			$ 55.30
Less Expenses:	(Auctioneer's Fee:	$ 5.53	
	(Advertising:	0.76	
	(Moving:	5.39	$ 11.68
Net Proceeds Credited:			$ 43.62

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

Extracted from Auctioneering List No. Prince Rupert 2.

Remarks Inventory incomplete on J.P.

4642 & 2056

May 1, 1947

REGISTERED

Mr. & Mrs. Kunetaro TSUMURA,
Reg. Nos. 10474 & 10473,
MEAFORD, Ontario.

Dear Sir & Madam:

Enclosed herewith is Custodian cheque for the sum of $92.75, payable to you jointly. This cheque represents all the funds standing to your credit with this office. These funds were received from the following sources:

Chattels, identified as the property of Mr. Tsumura, were sold at public auction in Prince Rupert. According to our records the goods sold were all the chattels of saleable value, identified as yours, remaining at Prince Rupert at the time of sale. Although the goods sold were identified as the property of Mr. Tsumura, your household effects were declared by Mrs. Tsumura. For this reason we are sending the funds to you by joint cheque.

The sum of $45.00 was received in full settlement of the claim filed by Mr. Tsumura against Mr. Robert Frizzell.

The sum of $17.55 was received in full settlement of the claim filed by Mr. Tsumura against Mr. Ted Wilson.

At the request of Mr. Tsumura, we paid from his funds the sum of $13.42 to the Department of National Revenue in settlement of the claim for sales tax on some lumber. This payment left in the account of Mr. Tsumura a balance of $49.13. The net proceeds from the sale of the chattels referred to above were $43.62, bringing your credit balance to $92.75, the amount of the cheque enclosed.

Kindly acknowledge receipt of this cheque.

Yours truly,

F. Matheson,
Office of the Custodian.

/FM

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6181
PLEASE REFER TO 4642
FILE No.

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

VRA dividend

April 30, 1947

Mr. W. J. McMillan,
Fisherman,
Prince Rupert, B. C.

Dear Sir:

Re: Kunetaro TSUMURA, of the Kiy Boat Shop

Mr. Tsumura has filed with this office an agreement signed by you, showing that you had agreed to purchase from Mr. Tsumura a 16-20 H.P. Petters Gasoline engine for the sum of $195.00. Of the purchase price $150.00 was to be paid on the signing of the agreement and the balance on the 30th day of November, 1935. Since that time all but $20.00 of the purchase price has been paid, according to Mr. Tsumura.

We would appreciate receiving from you cheque for the sum of $20.00, made payable to the Custodian of Enemy Property, on behalf of Kunetaro Tsumura.

Yours truly,

F. Matheson,
Office of the Custodian.

/FM