

5409

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: BABA, NoburoHOME ADDRESS: Acme Cannery, Eburne, B.C.REGISTRATION NUMBER 04085 SEX: Male AGE: 24OCCUPATION: Fisherman

(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: SelfMARRIED? NoNAME OF WIFE OR HUSBAND: NoneADDRESS OF WIFE OR HUSBAND: NoneNAMES OF ANY LIVING CHILDREN: NoneADDRESS OF CHILDREN: NoneAGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: (1) Portion of Section 27, Block 5, North

Range 7 West, in District of New Westminster, B.C., commencing at
South boundary of Section 27

(2) Section 27, Block 5, North Range 7, West, District New Westminster
commencing at North West Corner.

2. BUILDINGS AND OTHER IMPROVEMENTS:

On number one portion, 1 boat house 36x80x14ft. high and

1 boat house 36x45x18ft. high.

On number two portion, Dwelling house, five room, frame bldg. shingle
roof.

3. INSURANCE (Give particulars; state where policies are) Fire Ins. Co., of Canada
Policy No. 460183--\$1000.00. Expires May 27, 1942.

Bankers & Traders Ins. Co., Policy No. 32-27164--\$1000.00. Expires
May 27, 1942.

4. TAXES (Amount and where payable) \$50.00 (Fifty) payable Municipality Richmond
1941 paid.

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

(1) George Shimpei owns one third, Tomio owns one third, (Brothers)

(2) Brother Tomio owns one half

6. OCCUPANCY AND LEASES (If vacant so state)

Self

- (1) Deed registered #11504 May 8, 1936.
(2) Deed registered #144736 July 23, 1941

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: _____
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: See clause 5 previous page
9. IF FARM LAND STATE CROPS SOWN: None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Dwelling House on portion No. 2
2. LANDLORD'S NAME AND ADDRESS: Self
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) None
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: None
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY: None

4. INSURANCE CARRIED ON ABOVE PROPERTY: 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) None
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None
8. BANK ACCOUNTS: Royal Bank, Marpole \$700.00
9. LIFE INSURANCE: Monarch Life Ins. Co. \$1000.00 No. Unknown
Beneficiary unknown. In own possession.
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 22nd day of April 1942.

(Signature)

Ramunas
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date May 19, 1943

Our File No. 5409

Full Name BABA, Noboru

(Surname in Block Letters)

Registration No. 04085

Male - Female
(check)

Age July 4, 1917

Former Address Acme Cannery, Eburne, B. C.

Date Evacuated 23/4/42

Naturalized - Canadian-Born - National
(check)

Present Address

51 KIRK St
Chatham Ont
5/5/48

Kaslo, B. C. C/o Mr. John Keil, General Delivery,
L. Chatham, Ontario

Married - Single
(check)

Name of Wife _____

Name of Husband _____

Name of Father MAGOSABURO (Dec'd)

Name of Mother (Nee YAMAZAWA) Hatsu
#06799

Names of Children under 16 _____

Requested by _____ ECT

Registered with Custodian (Yes)

Additional Information

Fisherman. Owner of Boat 2379 N.W.

EXHIBIT No. 25 May 1948
 DATE _____
 FILED BY J.W.G. Hunter

Registration Number 04092

BABA, Tomio

Acme Cannery, Ebourne, B. C.

LOCATION AND NATURE OF PROPERTY

The two parcels correctly described as in Form "JP".

OWNERSHIP

Ownership as stated in Form "JP" Page 1, Clause 5.

LAND AND BUILDINGS

Buildings as stated in Form "JP". All in good condition.

INSURANCE

Policy #460183, Fire Insurance Company of Canada for \$1000, expiring May 27, 1942, covering machinery and equipment.

Policy #32-27164, Bankers & Traders Insurance Company \$1000, expiring May 27, 1942, covering 1 Boat House, insufficiently described so that it can be identified as to applying to either one or the other of the above houses.

TAXES

Taxes are paid for the year 1941.

FINANCIAL POSITION

Claims to have no liabilities. I find there is still due on Lot 2, the sum of \$641.62, which sum is payable at the rate of \$91.66 and interest semi-annually, the next succeeding payment falling due on June 20, 1942. The original purchase price of this property was \$1000. Enclosed herewith are Inventories of contents of Boat House and contents of House.

REMARKS

This man with his two brothers, Shimpei, and Noburo, own a Shipbuilding Plant located immediately East of the Acme Cannery at Ebourne. I have already reported on Noburo Baba, Registration No. 04085, May 6th. Prior to this date, the two brothers Shimpei and Noburo have been evacuated, leaving Tomio in charge of the business. On the 5th May, when my Representative called, Tomio advised him that he was making arrangements to rent the Plant to a friend and would advise me before leaving, when arrangements would be completed. My representative called again on May 12th and found that Tomio had been evacuated, leaving in charge, a brother-in-law, one Setsuo Knegawa. My Representative again called on May 15th and found the place locked up. He contacted one Captain Beckman of Marpole who had been given the key and who had informed him that another key was held by Roy Generous of New Westminster, for whom a Boat was being built. I personally visited the Works on May 23rd, in the meantime having arranged with Generous that he would only allow the place to be open when he himself was present and I instructed my Representative to take the inventory immediately. This was done on May 27th and 28th and on May 29th I locked the place up entirely and put a new padlock on, advising Generous that I was so doing. It would appear from the Inventory that quite a number of items are missing, particularly machinery. I am enclosing a list of the missing items herewith. In this regard, my Representative states that when he visited the place on May 12th, prior to the evacuation of Knegawa, the premises looked rather bare of machinery. I am of the opinion that the missing items were removed by Tomio Baba, prior to his evacuation. The residence, which is quite near the Boat building Works, I found entirely boarded up. My Representative was able to effect entrance and there is enclosed herewith, an inventory of the effects found therein. The house was properly locked up later. In reference to the inventory, the lumber shown therein, was not actually measured and I am of the opinion that there would not be two-thirds of the quantity shown by Baba, on the premises.

Registration Number 04092

BABA, Tomio.

RECOMMENDATION

I would recommend that the properties be left boarded up for the duration and that if possible, an arrangement be made with Mr Matheson, who is in charge of the Acme Cannery (at present idle), to watch the property. I do not consider the insurance sufficient and would recommend that this be increased at least to \$4000, half on the building and half on equipment.

June 1, 1942.

"J.D. Mather"

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

August 12th 1948

M. Scobey
D.H.

Registration Number 04092

BABA, Tomio

INVENTORY OF CONTENTS OF BOAT HOUSE

1 Only 26" Bandsaw with Beltings
1 " Fairbanks-Morse Type Z-6 H.P. Stationery Engine.
1 " Buick Stationery Engine
1 " 4# Fairbanks Scale
2 " 8 Feet Cross-cut saw
1 " Boiler (American Hoist & Derrick)
1 Pc. 14 Feet Bronze Shaft
2 Length " Galvanized Pipe
4 " " " Rod
4 " " " "
6 " 20 Lbs. Rails
8 " 16 Lbs. "
6 " 12 Lbs. "
2 Sets Marine Ways
1 Fairbanks-Morse Engine & Winch
10 Cartons Boxes with Cooking Utensils
3 Stocks with 1 Die each
4 Door Clamps
2 Mattresses
5 Kitchen Chairs
1 8" Jack Screw
7 Extension Cords
28 Boat Clamps
1 " " Damaged
1 Table for Circle Saw
2 Boxes Old Magazines
3 5-Gal. Galvanized Tanks
1 Garbage Can with Household effects
8 Pcs. Galvanized Rods
1 " " " Pipe
1 " " " "
1 Roll Conduit Wire
1 Small Counter Scale
1 Band saw & Table Complete

5 Pcs. Hardwood
600 Ft. 1 x 3 Fir Flooring
600 Ft. 1 x 3 Cedar "
150 Ft. 1 x 3 " V-Joint
1000 Ft. 1" Cedar Boat Lumber
400 Ft. 1 x 6 Clear Fir
300 Ft. 1 1/2" Cedar Boat Lumber
300 Ft. 2 x 12 & 2 x 4 Clear Fir
3500 Ft. Select Common Yellow Cedar

STORED IN VANCOUVER CANNERY

2 Only Bluestone Tanks

COPY
Registration Number 04092

BABA, Tomio

THE FOLLOWING ITEMS ARE MISSING AS PER
FORM "JP" - CONTENTS OF BOAT HOUSE. *

20 Only Boat Clamps *

2 " Door "

3 Lengths Extension Cords (50 feet each) - taken by Tomio 25/6/42.

1 Only Pipe Vice

1 " Bench Vice 'Record'

1 " Fog Light

1 " 5 Feet Gooseneck Bars

1 " 3 " " " - taken by Tomio 25/6/42.

2 Lengths Garden Hose (50 feet each) 1 given to a friend 25/6/42.

20 Fathoms 3/8 inch Galvanized Chain

2 Only Colemans Double Burner Gas Stove

1 " 6" Circular Saw

1 Box Machinist's tools - taken by Tomio 25/6/42.

2 Only Sledge Hammers

1 Set Little Giant Tap and Dies

1 Only Hein Werner Hydraulic Jack - entrusted to a friend 25/6/42.

1 " Power Winch with 300 Feet x 3/8" Cables

1 " 32 Bolt Belt Sander 3 inch Wide

1 " Hand Grinder Stone

1 " 2" Auger 24" long

1 " 10 inch Circular Saw

2 " 8 inch Cable Blocks

1 Length 1" Galvanized Half Oval Iron

1 Only Star Transmission

1 " " Rear-end

1 " Tiny Dot Coal Stove

3 " Snatch Blocks

9 Bundles 1-1/2 x 4 Cedar Flooring

2 Pcs. 6 x 12 x 32' Fir Keel

5 Bundles Shingles

12 Only 2nd hand Tires

1 1 Set Respirator

1 Only Stand for Drill Press

* Tomio reports 27-7-42 ^{since found} every item in boat house
except items shown as removed and a few boat
clamps.

BOAT HOUSE

30 only	Boat clamps	45.00
6 "	Door Clamps	18.00
1 "	Pipe Vice	5.00
1 "	Bench Vice (Record)	3.00
1 "	Fog Light	4.00
1 set	Large Pipe Dies	25.00
1 "	Small Pipe Dies	10.00
1 only	5 ft. Gooseneck Bar	3.00
1 length	Garden Hose	2.00
20 fathoms	Galv. Chain 3/8"	20.00
2 only	Coleman's Double Burner Gas Stoves	8.00
1 "	26" Bandsaw with Belting	100.00
1 box	Machinist Tools	25.00
2 only	Sledge Hammers	5.00
1 set	Little Giant Tap & Dies	10.00
1 only	Power Winch with 300' x 3/8" Cable	200.00
1 "	Fairbank Morse Type 2-6 HP Stat. Engine	75.00
1 "	Buick Stationary Engine	25.00
1 "	32" Belt Sander 3"	75.00
1 "	2" Auger 24" Long	3.00
1 "	4 lb. Fairbank Scale	3.00
2 "	8 ft. Crosscut Saw	5.00
1 "	10" Circular Saw Complete	20.00
2 "	8" Cable Blocks	10.00
1 "	Boiler American Hoist & Derrick	75.00
1 pc.	14' Bronze Shaft	8.00
2 length	1/2" Galvanized Pipe	5.00
5 "	3/8" " Rod	10.00
1 "	1" " Half Oval Iron	2.00
1 only	Star Transmission	4.00
1 "	" Rear-End	10.00
1 "	Tiny Dot coal Stove	5.00
3 "	Snatch Blocks	15.00
5 pcs.	Hardwood	20.00
600 ft.	1 x 3 Fir Flooring	50.00
600 ft.	1 x 3 Cedar Flooring	40.00
150 ft.	1/2 x 3 " V-Joints	10.00
1000 ft.	1" " Boat Lumber	120.00
400 ft.	1 x 6 Clear Fir	20.00
300 ft.	1-1/8" Cedar Boat Lumber	36.00
300 ft.	2 x 12 & 2 x 4 Clear Fir	15.00
3500 ft.	Silvest Common Fellow Cedar	200.00
9 bundles	1-1/4" x 4" Cedar Flooring	30.00
5 "	Shingles	6.00
2 only	Bluestone Tanks	70.00
1 set	Respirator	5.00
1 only	Stand for Drill Press	5.00
6 length	20 lbs. Rails	100.00
8 "	16 lbs. Rails	130.00
6 "	12 lbs. "	72.00

(Continued)

HABA. Harry Nobori

BOAT HOUSE (Continued)

2 sets	Marine Ways	300.00
1 only	Shaper	15.00
1 "	Fairbanks's Platform Scale	50.00
2 "	45 gal. MT Drums	20.00
2 "	22 gal. MT Drums	
2 "	Revolution Counter	5.00
1 only	Wrecked Tugboat Hull with Cabin	100.00
1 "	S.M. Spot Light	15.00
1/2 cs.	10 x 12 Window Glass	15.00
1 only	Beam Scale	5.00

TOTAL -

\$2287.00

HOUSE

1 only	H.B.C. Imperial A Kitchen Range	20.00
2 "	Kitchen Sink with Cabinet	26.00
1 "	China Cabinet	20.00
	Kitchen Utensils for house	50.00
	" for boats (4)	25.00
1 set	Bedroom Suite 5-pcs.	75.00
2 only	Bed & Springs	20.00
1 "	Perfection Heater	3.00
1 "	Coleman's Gas Heater	25.00
1 "	Violin	25.00
1 "	Fawcett Coal Heater	5.00
1 set	Table & 5 Chairs (oak)	25.00
3 only	Chairs	5.00
1 only	Book Cabinet	20.00
1 set	(9 books) "Dominion Educators"	30.00
5 only	Invoice Files	10.00
1 only	Cabinet Binding Case	5.00
1 "	Table Lamp St. nd	3.00
1 "	Electric Clock	5.00
1 "	Drafting T-square	15.00
1 "	Phonograph & Pickup	

TOTAL -

\$412.00

STORE

5 only	Show Cases	25.00
1 only	Scale 2# (Fairbanks)	5.00
2 only	Paper Cutters	3.00
10 "	Candy Display Jars	5.00
5 "	Display Tins with Glass	5.00
	Counter & Shelves	

\$43.00

\$455.00

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EXHIBIT No. 25 May 1948

DATE 25 May 1948

FILED BY J.W.G. Hunter

Coulthard, Sutherland & Co. Ltd.
Estate and Insurance Agents.

609 Columbia Street,
New Westminster, B. C.
April 28, 1944

Catalogue #873
File: 5409.7601

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

APPRAISAL

RE: (1.60 ac m/l) Section 27, B5N/7W, Sk. 8510
Steveston Townsite

Dear Sir:

This property consists of 1.60 acres all in pasture and having a frontage on Shannon Road of 196.26 feet and a depth of 375 feet. It is at the South end of the Road and adjacent to the dyke. There is city light and water available. There is also an old dwelling 24' x 36' which is of no value and should be demolished.

VALUATION:

Improvements nil
Land \$300.00.

Yours very truly,

COULTHARD SUTHERLAND & CO. LTD.,

"F.H. Coulthard"

F.H. Coulthard.

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

August 12th 1948

M. Searles Jg

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EXHIBIT No. 25 Nov 1948
DATE
FILED BY J.W.G. Hunter

J.W. FAIRHALL
Notary Public

1318 Southwest Marine Drive,
VANCOUVER, B. C.

October 31, 1944.

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

Dear Sirs: ,

Re Catalogue Numbers 872 & 873

We have your letter of the 27th instant re valuating the
above properties.

No. 872 (0.75 ac. n/1) Sec 27 B5N, R7W,
Sk. 7773. On this property we place
a value of \$225.00 on the land and \$1500
on the buildings.

No. 873 (1.60 ac n/1) Sec. 27, B5N, R7W, Sk. 8510.
This vacant land we value at \$480.00.

Yours faithfully,

J.W. FAIRHALL

Per. "AWF"

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

August 12th 1948

M. Scott
J.F.

TEMPORARY REAL PROPERTY SUMMARY

JAPANESE NAMES: Tomio BABA Reg. No. 04092 File No. 7601
Noboru BABA Reg. No. 04085 File No. 5409
George Shimpei BABA Reg. No. 02826 File No. 7602

CATALOGUE NO: 872. This property has not been sold.

PROPERTY ADDRESS: Shannon Road, Eburne, B.C.

LEGAL DESCRIPTION: Part 0.75 of an acres more or less of Section 27, Block 5 North, Range 7 West, as shown outlined Red on Sketch deposited No. 7773 Municipality of Richmond in the District of New Westminster.

TITLE: Registered in the names of George Shimpei BABA, Tomio BABA, and Noboru BABA "Joint Tenants."

ENCUMBRANCES: Registered: Vesting Order filed No. 24213 - June 29, 1942.
Unregistered: No indication of any unregistered charges.

ASSESSED VALUES: Land \$ 200.00
Improvements - 1500.00 Taxes - \$30.00
\$1700.00

CLASSIFICATION: This is a boat building plant.

RESUME: 1946 taxes have been paid. The three brothers named above, in whose names the property is registered, separated. George Shimpei Baba wrote in on September 23, 1944, as follows:
"I have attached, the Power of Attorney to my brothers namely Tomio BABA of Kaslo, B.C. and Harry Noboru BABA of Raleigh Township in Kent County, Chatham, Ontario, in c/o Mr. John Keil's Orchard.

I am now from this date have withdrawn from the said company, BABA BROS. BOAT WORKS at SEA ISLAND, B.C. I have settled everything regarding the money, chattel, property of any kind with my said brothers. Therefore I have no claims against the said company so please transfer all my rights, money etc. to my brothers, Tomio and Harry Noboru BABA respectively."

We also quote the acceptance letter written by the two brothers, Tomio Baba and Harry Noboru Baba, September 23, 1944:
"We the undersigned brothers, Tomio BABA of Kaslo, British Columbia, and Harry Noboru BABA of Raleigh Township in the Kent County, Chatham, Ontario, in c/o Mr. John Keil's Orchard do hereby declare that our brother George Shimpei BABA is now withdrawn from our company, BABA BROS. BOAT WORKS of SEA ISLAND, British Columbia, free of any debt to us by signed Power of Attorney and the letter attached by him and transferred all his right and claim arising from the settlements of the BABA BROS. BOAT WORKS. Therefore,

Therefore,

- Page 2 -

File Nos. 7601, 5409 & 7602

we are the joint owners of the said company, and the full rights of the said accounts with the Custodian. George Shimpei BABA has now paid us in full for his debts up until December 1943, by this action of transferring. Therefore, please transfer all small accounts to one main account, namely Tomio and Harry Noboru BABA as undersigned."

The funds were then divided and credited to the Joint Account of Noboru BABA, file 5409, and Tomio BABA, file 7601, but the property still stands in the three names. A Quit Claim Deed would remedy this.

This property was advertised for sale September 18, 1944, and again January 13th, 1945. A few tenders were received including the following:

J. M. Richardson (October 4, 1944).....\$ 500.00
W. DeGere (October 7, 1944)..... 1800.00
W. H. Willson (January 31st, 1945)..... 600.00
Fred Sutherland (February 1st, 1945)..... 1800.00
(Above offer withdrawn February 10th, 1945)
W. Montgomery (June 26th, 1945)..... 650.00

We attach copies of the valuations received by this office.

There were a few small boats stored on the premises at a minimum rental of \$96.25 and for a short time the shop was rented, bringing in \$140.00, making a total of \$236.25 collected to date.

Catalogue No. 873. - Part 1.60 acres more or less of Section 27, Block 5 North, Range 7 West, outlined Red and Sketch No. 8510, Municipality of Richmond.

This piece of property was purchased by William Herbert Willson for \$400.00 on January 30th, 1945, from Tomio BABA and Noboru BABA, through this office, which property adjoined the piece described in Catalogue No. 872, viz. Part 0.75 of an acre, Section 27, Block 5 North, Range 7 West, Sketch No. 7773, Municipality of Richmond, owned by Tomio BABA, Noboru BABA and George Shimpei BABA.

On May 30th, 1945, Mr. Willson wrote in as follows:

"No. 1.6 acres Catalogue No. 873, Shannon Road, Richmond, which I purchased from you, it would appear from the survey stakes that the North West corner and part of the North Wall of the Baba Brothers boat building establishment encroaches on the property.

If this adjoining property is still under your control and unsold I would be pleased to explain the situation to your inspector on the ground of your convenience, otherwise will you advise the name of the purchaser and the address if the property has been sold."

As this suggestion was not acted upon, nothing further was heard about this, until we received a letter from Messrs. H.A. Roberts Limited, dated April 8th, 1946, as follows:

...3/

"Mr. Willson consulted the writer regarding property purchased by him from the Custodian, particulars of which are set out in the map and letter herewith enclosed.

A boat house, still owned by the Custodian, and the entrance thereto is on the property sold to Mr. Willson. He proposes that he trade the property required for the boat shed and entrance, for water-front property held by you.

We would like to know if you would entertain this matter.

Your prompt reply will be appreciated.

(Signed) - "John P. McArthur."

We also quote Mr. Willson's letter of April 5th, 1946:

"Dear Mr. McArthur,

Re: item 872, Shannon Road.

I enclose the list of Japanese properties offered for sale by the Custodian which includes the above property, also letter rejecting my offer for same.

I am anxious to avoid what might become unneighbourliness should the Custodian sell the property as it now stands but our ideas of its value are too far apart to promise a sale to me.

It occurred to me that the next best solution would be an exchange.

The properties lie on a backwater of the middle arm of the Fraser and that lying south of the dyke is completely submerged at high tide and is a repository for refuse and debris at low tides. It is hemmed in by sand bars which run out miles to sea and can be used only by small boats of very shallow draft at any time. For that reason the Fish Packing Companies which formerly operated there removed to other parts and what was a prosperous settlement when the Japanese operated the boat works has degenerated into an almost completely vacated collection of dilapidated buildings and wharves.

On the Custodian property is a shed about 100 feet long, the north wall of which contains the entrance, projects about 3 feet over the property line on to my land and it is to correct this condition that we both are mutually interested.

To the East of this shed their property is a mud flat completely submerged at high tide and presents the condition I have described. It is quite unsuitable as a building or

home site and contains an area about equal to that part of my land in width 75 to 85 feet and the length of the building. This latter land is freehold and clear title suitable for an extension of the shed or the erection of living quarters. It would be necessary that I and my agents have access over that land until I could throw a bridge over the ditch by which the dykemen and myself could reach the flood gates. It would also provide an excellent division of the properties by the ditch and give the Custodian similar area he now has but with the present objections removed.

I enclose a very rough sketch in the hope that in a very general way it will show the lay out.

I trust that some mutually satisfactory solution can be found and would appreciate your kind assistance."

Yours faithfully,
(Signed) - "W. H. Willson."

We then had Mr. D.W. Reeve make a second valuation of the property described in Catalogue No. 872, copy of which is attached hereto.

We quote in part our reply dated May 7th, 1946, to Messrs. Roberts' letter:

"The statements made by Mr. Willson regarding encroachment have been reviewed but taking these into consideration our advice is that the property is well worth \$1,500.- and this is the lowest figure which we are prepared at this time to accept.

If Mr. Willson should decide to be unneighbourly as he suggests, we might be required to make certain alterations to the approach to our buildings, but as mentioned above, taking this into consideration our minimum acceptable price is \$1,500.- and we would be pleased to entertain an offer of this amount from your client."

and also Messrs. Roberts' letter of May 16th, 1946:

"Further in reply to your letter of May 7th, we wish to advise you that Mr. Willson came to the office and discussed the matter but would not submit an offer on the \$1,500.00 basis. He seemed firm in his conviction that it would not be prudent to pay more than the \$1,000.00 originally offered."

Nothing further was heard from Mr. Willson until we received a letter from him dated June 23rd, 1947, offering \$1,200.00 for this property, as follows:

"Re $\frac{3}{4}$ ac Plan A, Sec. 27, B5N, R7W.

The above property is located just beyond the south end of Shannon Road, Richmond, B.C.

It lies on the sea side of the dyke but is separated from the river by $3\frac{1}{2}$ acres owned by the B. C. Packers Limited. At high tide all the land is submerged slightly and at present is covered with debris floated in. A ditch runs through it to carry away flood water spilled at the flood gates. It is useless as a homesite or a garden, in fact I doubt if the municipality would issue a permit for a house. On the West, Shannon Road terminates on the land side of the dyke and on the East it is enclosed by farm lands north of the dyke. On the North it joins my property and the only access to it is over my land. It logically forms part of my land.

This is emphasized by the fact that the building on the land was erected about 3 feet over the lot line on my land, the extensions are wholly on my land. I have been concerned that some innocent person might buy the property without this knowledge and unfriendly relations result. To obviate it I am prepared to exchange a part of my land for the unoccupied part of this property.

The building is very run down, in fact little better than a wreck and may constitute a menace because the two large doors on the south have been taken away exposing the interior to the elements. The roof of corrugated iron is quite useless being pitted all over with rust holes but is loose and will doubtless be blown off in a high wind to the danger of anyone in the vicinity. The floor is in a dangerous condition and since the hoard of rats which infest the building are an attraction to small boys with rifles that too is a menace unless the gaps are boarded up.

If you are not prepared to consider an exchange of land as proposed I will offer you twelve hundred dollars cash for the property. This is higher than the B.C. Packers Limited sold river frontage property for about three months ago."

This offer is now under consideration.

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

June 27th, 1947.

D. A. Cramer
D. A. CRAMER.

DAC:ic

REAL PROPERTY SUMMARY

JAPANESE NAMES: Tomio BABA Reg. No. 04092 File No. 7601
Noboru BABA Reg. No. 04085 File No. 5409

CATALOGUE NO: 873

PROPERTY ADDRESS: Shannon Road, Eburne, B.C.

LEGAL DESCRIPTION: Part 1.60 acres more or less of Section 27, Block 5 North, Range 7 West, as shown and outlined Red on sketch deposited No. 8510, Municipality of Richmond, in the District of New Westminster.

TITLE: Registered in the names of Tomio Baba and Noboru Baba, "Joint Tenants."

ENCUMBRANCES: Registered: Vesting Order filed No. 24223 - June 29, 1942.
Plan of expropriation of Easement No. 6974
Richmond Highway By-law filed No. 8375.

83955-C - 16th July 1941. Mortgage in Fee to Cameron MacPherson "In Trust" Filing No. 23376 for the sum of \$733.30 with interest at the rate of 6% per annum.

Unregistered: No indication of any unregistered charges.

ASSESSED VALUES: Land - \$400.00 Taxes - \$11.31

CLASSIFICATION: This is a small piece of vacant property. We quote from the valuations made by the following valuers:
J.W. Fairhall (October 31, 1944) - "This vacant land we value at \$480.00."

F.H. Coulthard (April 28, 1944) - "Valuations:
Improvements.....nil
Land.....\$300.00
\$300.00."

HISTORY OF ADMINISTRATION: As this was vacant land there was nothing to administer except to pay off the mortgage No. 83955-C to Cameron MacPherson "In Trust" Filing No. 23376 - release of which was filed in the Land Registry Office, New Westminster, under No. 37942 March 19th, 1945.

SOLD: To: William Herbert Willson for \$400.00 as at January 30th, 1945.
Approval of Advisory Committee January 16th, 1945.

Funds released to the credit of Tomio Baba and Noboru Baba, Joint Account as at April 7th, 1945, against which were the following charges: Valuation \$10.00, Advertising \$4.00, Registration Fees \$3.50, Mortgage \$207.00, Taxes 90¢ = \$225.40

\$225.40

- Page 2 -

File Nos. 7601 and 5409.

leaving a net credit of \$174.60 from said transaction.

OLD CERTIFICATE OF TITLE:

No. 144736-E

Was on deposit in the Land Registry Office, New Westminster,
B. C.

Certificate of Title No. 184883-E in the name of William
Herbert Willson was mailed to him on April 17th, 1945, and
the Post Office receipt No. 20880 is on file.

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

June 25th, 1947.

E. A. Cramer
E. A. CRAMER. *E.L.*

DAG:1c

February 13th, 1945

REAL PROPERTY MEMORANDUM

FILES NOS: 7601 and 5409

NAMES: Tomie BABA and Noboru BABA

CATALOGUE NO: 873

RE: Shannon Road, Richmond, B. C.
Vacant Land

CERTIFICATE OF ENCUMBRANCE:

Description of Property: Part 1.60 acres more or less of
Section 27, Block 5 North, Range 7
West, as shown and outlined Red on
sketch deposited No. 8510, Municipality of Richmond, in the District
of New Westminster

Encumbrances: Plan of expropriation of Easement
No. 6974, Richmond Highway By-law
filed No. 8875.
83955-C. Balance owing under Mortgage
in favour of Cameron MacPherson, amount-
ing to \$205.62, to be paid from proceeds
of sale.

Taxes: 1944 taxes of \$11.31 paid.

Vested: No. 24223

VALUATION BY APPRAISER: \$300.00 - \$480.00

AMOUNT OF BID: \$400.00

APPROVED BY ADVISORY COMMITTEE: January 16th, 1945

AMOUNT RECEIVED BY CUSTODIAN: \$400.00

NAME OF PURCHASER: William Herbert Willson

K. W. WRIGHT

KW/JF
Attach.

File 5409
File No. 5409

Green
Advertisement appearing in Vancouver Newspapers
on September 18th, 19th and 20th, 1944.

BOAT WORKS FOR SALE BY TENDER

The Secretary of State of Canada and/or Custodian offers for sale by tender:

Part 0.75 of an acre, more or less, of Section 27, Block 3 North, Range 7 West, as shown outlined Red on Sketch deposited No. 7775, Municipality of Richmond, in the District of New Westminster, and
Part 1.50 acres, more or less, of Section 27, Block 3 North, Range 7 West, as shown and outlined Red on sketch deposited No. 6516, Municipality of Richmond, in the District of New Westminster, located on Shannon Road, Sea Island, near Vancouver Cannery.
Situate on these parcels are a dwelling and boat works, together with equipment, including a 26-inch band saw, Fairbanks-Morse Engine and Winch, Buick stationary engine, cable, small tools, etc.

Tenders for the purchase of such interests in the above described property as are vested in the Custodian will be received subject to the following terms and conditions:

- (1) All tenders must be for the property, improvements and equipment as a whole.
- (2) A certified cheque payable to the order of The Secretary of State as Custodian for ten percent (10%) of the amount offered must accompany each tender.
- (3) Each tender must be in a separate sealed envelope, addressed to The Office of the Custodian, 506 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Boat Works Property."
- (4) The balance of the purchase price shall be paid in cash.
- (5) All adjustments shall be made as of the date of conveyance.
- (6) The property is sold subject to existing leases, encroachments and encumbrances, if any.
- (7) The property is offered for sale without any warranty whatsoever by the Custodian as to location, condition or state of repair of improvements or equipment.
- (8) The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
- (9) Neither the highest or any tender will necessarily be accepted. Arrangements to inspect the property will be made by the undersigned.

Tenders will be received by the undersigned up to Noon Pacific Daylight Saving Time, on the 19th day of October, 1944.

DATED at VANCOUVER, BRITISH COLUMBIA, this 18th day of September, 1944.

THE CUSTODIAN,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B.C.

Advertisement appearing in British Columbian
and Vancouver Sun on 13th January 1945 and
the Vancouver Daily Province on 15th January, 1945.

Evacuee File 5409

REAL PROPERTY and BOAT WORKS FOR SALE BY TENDER

The Secretary of State of Canada and/or Custodian offers for sale by tender such interests as are vested in him in the following:

PARCEL A: Part 0.75 of an acre, more or less, of Section 27, Block 5 North, Range 7 West, as shown outlined Red on Sketch deposited in the Municipality of Richmond, in the District of New Westminster, upon which is situated a Boat Shop.

PARCEL B: General equipment of a Boat Shop, including 26-inch Band Saw, Fairbanks-Morse Engine and Winch, Buick stationary engine, cable, small tools, etc.

PARCEL C: Being a combination of Parcels "A" and "B" in order that the purchaser may acquire the land improvements together with the equipment.

Tenders will be received by the undersigned up to noon (Pacific Daylight Saving Time) the 3rd day of February, 1945, subject to the following terms and conditions:

1. Each tender must be for one of the parcels.
2. A certified cheque payable to the order of The Secretary of State as Custodian for ten per cent. (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
3. Each tender must be in a separate sealed envelope, addressed to The Office of the Custodian, 506 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside, "Tender for Boat Works". The balance of the purchase price shall be paid in cash.
4. All adjustments shall be made as of the date of the conveyance.
5. The properties are offered for sale subject to any existing leases and encumbrances, if any.
6. The Custodian reserves the right to cancel any accepted tender for real or personal property and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
7. No warranty is made as to the quantity, quality, state of repair or condition of the assets included in Parcels "B" and "C".
8. The real properties are offered for sale without any warranty whatsoever by the Custodian of location or condition of buildings or improvements.
9. Neither the highest nor any tender will necessarily be accepted.

Permission to inspect the buildings, properties and inventory may be arranged by application to the undersigned during office hours any day up to noon on the 2nd day of February, 1945.

DATED at VANCOUVER, BRITISH COLUMBIA, this 15th day of January, 1945.

THE CUSTODIAN,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B.C.

P-15-1-45

STATEMENT RE SALE OF:

Catalogue No: 273

Street Address: Shannon Rd.

Legal Description: 1.60 ac s/1, 27/5/7/8910

Name: SARA, Tonie
SARA, Heburne
File No: 7601-5409

Reg. #01092-04085

Date of Sale and Adjustments January 30th, 1945

Sale Price

\$ 400.00

Real Estate Agents Commission

\$

Charge for Valuation

10.00

Charge for Advertising

4.00

Land Registry Office Transmission Fee

3.50

Encumbrances:

~~Unpaid Vendor~~

Mortgage

207.00

~~Arrears of Taxes~~

~~Other charges~~

Adjustments:

~~Fire Insurance~~

Taxes to January 29th, 1945

.90

Water

~~225.40~~

\$ ~~400.00~~

Net Proceeds credited to your account
as of January 30th, 1945

174.60

Date: May 9th, 1945

Compiled by: Mr. George Peters

Catalogue No. 872
File No. 7602/5409

3rd December, 1948

0.75 lb n/1 See 27 BSM/TM
Hun. of Richmond, D. S. M.

13 of Shannon Rd., Sea Island

WINE KIDG

(purchaser)

IN ACCOUNT WITH

The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at 20 Sept. 1948)

	DEBIT	CREDIT
Purchase price		
Cheques received	\$ 1200.00	1000.00
Purchaser's portion of 1948 taxes: 102/365 x \$39.75	11.11	
Purchaser's portion of Insurance expiring 27/5/49: 242/365 x \$43.00	29.22	
AGREEMENT FOR SALE 20/9/48 1 yr 6% or 6 months 3% \$200.00		200.00
BALANCE OWING BY PURCHASER		40.33
	\$ 1240.33	1240.33

BALANCE OWING BY PURCHASER ON ADJUSTMENTS: \$40.33



February 19, 1943.

MEMO - To Files 7601 and 5409.

From Administration Department.

Re: Babas Brothers' Boat Works, Sea Island

I visited the above with Mr. MacPherson, of Simpson-MacPherson Ltd. (who are managing the estate of Mrs. Nicholls who owns 120 acres of land adjoining these Works). Contrary to what Mr. MacPherson thought, no road has been commenced by the Airport authorities on Nicholls' land or on Babas' land, and this ties in with what we have been advised by the Airport authorities.

These Boat Works are in good shape, and the three boats stored there are in the far end of the boat house and everything seemed to be in order.

Mr. H. P. Bicknell, of the B. C. Packers' Cammeries (personal address Burne P. O.) has been keeping an eye on these Works, and there has been practically nothing stolen.

There is a steam boiler (used for steaming wood etc.) which runs from five to ten pounds pressure and is apparently in good shape. Also a 6 H.P., 420/450 Bova, Fairbanks-Morse gas engine which works a winch to haul up craft on the slipway, which is provided with rails etc. and a proper carriage. There is also a car engine used for working a band saw, and both of these appear to be in good condition.

On our way to these Works we picked up at J. W. Fairhall's office at Margate a Mr. Kirkbride, who is interested in these Works and promised to make a definite offer to rent same or to purchase, and we should be hearing from him during the course of the next few days. He is not a boat building but would keep three or more of his fishing craft there and do his own repairs etc. It certainly would appear desirable to rent these premises if possible without further delay, as there is no sense of insuring that some of the equipment will not be stolen despite every effort to the contrary.

The alleged house referred to in the Babas' J.P. form is not a house but a sort of a barn divided up into odd rooms which are full of furniture etc. etc. There would appear to have been no thefts from these premises, but here again if these premises were rented with the Boat Works it would be a great advantage, and anyone taking over the boat works would naturally want to take over this building as well.


P. Doust.

MEMORANDUM

File: 701
1943

June 2nd, 1943.

TO: Mr. R. P. Green

FROM: Mr. C. C. Robinson

Re: B&B, Tonic
B&B, Hobart

I visited the Bathhouse yesterday with Mr. McQuinn and he appraised the lumber to the value of \$100.00 to \$120.00. Assigned copy will be mailed you as soon as received.

While there Mr. Hicknell had me look at the bath dwelling. This has been broken into and ransacked and this area after being repeatedly boarded up.

There is still left however, several pieces of furniture of value which should be moved to the school house storage. Will you kindly authorize this.

The dwelling is at the foot of Shannon Road on the Dyke and is currently in the hands of A. E. Austin Company.

"C.C.R."

MEMORANDUM

File No. 7601
7602
7603

July 20th, 1944

To: Protection Department

From: Administration Department

Re: Equipment of Lake Fisheries Boat House

The writer has carefully read Mr. Green's memo of the 15th of July regarding the above and in view of Mr. Spake's and the writer's visit to these boats last week, the position as far as the equipment is concerned, may be considered very satisfactory as apart from one or two odd items all the equipment is there.

It is felt that Mr. Ricknell of the Vancouver Cannery, nearby, should be reimbursed for the trouble he has taken there last two years and we are writing to the Lake Fisheries accordingly.

Regarding the lumber, the writer had nothing to do with this at all as it was handled by your department --- see memo on file dated 17th May, 1943, from Mr. Green to Mr. Robinson --- we observe that Mr. Mackenzie signed the cheque number 11111 dated 2nd of August, 1943, for the appraisal fee for this lumber. We should have noticed that the writer handed this file over to Mr. Peters on 1st of the month proper, viz. 1st November, 1943 and only dealt with the other outstanding which have all been cleared up with the exception of the 1st boat account, which, however, is being paid in regularly.

Turning to the question of the lumber again, would refer you to Mr. Robinson's memo of 17th of October, 1943, to Mr. Peters, also the latter's letter, dated 2nd of October, 1943, to Mr. Mackenzie, respecting account for appraisal.

The writer feels that this lumber question should not be dealt with by him.

Regarding the boiler sold to Mr. Mackenzie, Mr. Ricknell informs us that Mackenzie will probably be taking this boiler away during the next week or so. In this connection attention is called to Mr. Robinson's memo to Mr. Peters, of the 1st of November, 1943. It would appear that no payment of \$100 for this boiler has been made by Mr. Mackenzie. We should not, therefore, allow this boiler to be taken away without first receiving the cash.

For ready reference I have marked the files relating to the references given in this memo.

WJH

P. Drost.

So payments of 4 his memo
in file 7601/2 - in case of objection

File No. 702/1

July 22nd, 1944

The Administration Dept.

Wash. D. C.

Re: Equipment File No. 702/1

In company with Mr. Dwyer, a careful check of the contents of the box was made in conjunction with the list of contents registered. With one or two minor exceptions, the list is substantially correct and any small missing items might easily be discovered later under the classification of mechanical equipment piled in various places in the box.

Dealing with protection, I would recommend that efforts be made promptly to liquidate the equipment either by auction in Stevenson or by public sale. There are no very small articles that the first suggested method, i.e., by auction, would prove more advisable.

Further articles might be disposed of by auction of the small articles and then call tenders for the larger equipment.

Although the box is packed, the place is very vulnerable and accordingly, I am surprised that some of the equipment has not been pilfered long ago.

Finally I would endorse Mr. Dwyer's suggestion that some compensation be given to Mr. Dwyer for taking care of this property.

Request for the latter and tender will have this department's attention.

W. H. Lyair

W. H. Lyair

FILES 7601, 7602, 5408 & 5087

To: Mr. Matheson

July 26, 1941.

From: Administration Department

Re: Catalogue No. 572- 0.75 acres, more or less of Sec. 27, Block 3 North, Range 7 West, shown outlined in red Sketch 7773, Municipality of Richmond, B.C., Large frame building and dwelling.

Catalogue No. 573- Lake Boat Works, 1.63 acres more or less of Section 27, Block 3 North, Range 7 West, shown red on Sketch 7773, Municipality of Richmond.

The writer visited this boat-works last week with Mr. Spain, and as we understood that up to the present no bids have been received on this property, we would suggest that the property be advertised without delay in view of the fact that it is now unoccupied, the tenant having left the end of June.

It is indeed fortunate that Mr. H.B. Dicknell, of the Vancouver Cannery, nearby, has kept a watch over these premises the last two years, as we found that practically everything in the way of tools and equipment was still there, but the writer feels that it would be very unwise to assume that such a state of affairs will continue.

If the above suggestion is not acceptable, then we think the premises should be rented as early as possible. It is doubtful if the dwelling nearby could be rented as it is really a large barn which has been adapted and made into rooms.

Respecting the equipment and small tools at the boat-works, please refer to Mr. Spain's memorandum of 22nd July.

The writer is of the opinion that it might be preferable to sell the equipment, especially the winch, motor engine and hand-saw with the premises, as these are, of course, valuable parts of the boat-works.

A small boiler, which was used for shaping timber is still on the premises although, according to the file, it has been sold to a Mr. Matheson, but has not been paid for by him. The writer suspects that, if possible, since Matheson has not taken the boiler yet, nor paid for it, the arrangement should be cancelled, as it should be worth considerably more than \$100.00 to the boat-works.

There may be points which you would like to discuss in regard to this matter, but it is felt that the problem is urgent in view of the fact that it is quite impossible to prevent entry to that part of the boat-works that faces the sea, although the sliding panels are in position and it is closed up as far as is possible.

P. Doust.

File

MEMORANDUM

File No.: 5452-1

Oct. 24th, 1944.

To: Mr. Smart

From: Mr. Green

Re: BADA BOAT WORKS

Further to Mr. Wright's memorandum of October 11th to Mr. Smart and our recent discussion, I have approached Mr. Southard in connection with his valuation of April 20th, 1944. He appreciated the rather dilapidated condition of this building and its isolated position but feels that in view of its size, he would not be justified in reconsidering his valuation.

I therefore wrote to Mr. De Cere, the higher of the two bidders as per my letter of October 18th. The same day, I received a call from Mrs. De Cere and explained to her the value involved and our proposal to sell parcel 571 thereby bringing her husband's offer of \$1500.00 a little more into line with the appraised value. She has discussed this with her husband and yesterday called on me to advise that they would not be interested as they considered the valuation on the effects especially, much too high. I shall, therefore, be returning the deposit cheque.

The point we will now have to consider is whether we should dispose of the equipment and effects by themselves and hope that in due course a purchaser will be found for the building and land. In this connection, an advertisement for an auction at San Isidro (which, subject to the auctioneer's opinion, is where I think it should be held) would draw attention to the presence of the boat works and might lead to its disposal.

This Department is in favor of an auction in the near future on the grounds that these premises are difficult to protect, but I realize that if the real estate is

ENCLOSURE

meeting on Thursday.
Federal Advisory Committee who, I understand, are holding a
on your Department. Perhaps this matter should go up to the
those that we took the best course in his interests, will be
subsequently not disposed of, the ones of satisfying the Fed-

MEMO - TO MR. DOUGL

-2-

Oct. 24th, 1944.

phone file

MEMORANDUM

Files 7601 ✓
7602
5409

December 4, 1944.

Re: Monarch Life Pol. #88570
Shimpei BABA

I have obtained the following information in connection with this policy by telephone from the Monarch Life Assurance Company:

20 year endowment taken out September 20th, 1935; annual premium \$46.25; beneficiary, brother, Tomio. At the present time the indebtedness, including automatic premium loan, the September 20th, 1944 premium, and interest, amounts to \$125.66.

The cash value at the end of the 10th year would be \$400.00 and after deducting the indebtedness it would amount to approximately \$275.00 today.

This policy should carry itself for at least 4 years.

JS

SMG:JS

Peter

February 12th, 1945.

TO: Mrs. Harrop

FROM: Administration Department

Re: Catalogue No. 572

Babe Bros. Boat Works, Shannon Id., San Is.,
0.75 ac. s/1, Sec. 27, T3N, R7E, Sketch 7773.
Files 7502/2, 7502, and 5439.

Please file

Mr. Peters advises that in view of our inability to dispose of the above property after the recent advertising of same, Mr. Shores has agreed that we get Mr. Reave to now make a valuation of this property, which now only consists of the Boat Works on the 0.75 acres mentioned above—there is no dwelling involved, as this is situated on the 1.60 acres adjoining which was recently sold (Cat. 573).

As we were not entirely clear as to the layout of these lots and the exact position of the Boat Works, we obtained the attached sketch from Mr. Palmer, Richmond Town Hall, and when writing to Mr. Reave we shall be glad if you will send him this sketch with a request that he return same to us with his valuation. It is desirable that this appraisal be made at the earliest possible opportunity.

We would add that Mr. H. P. Dicknell, of Vancouver Cammerion, which is next to these Boat Works, has the key of the premises and will be glad to show Mr. Reave over same. Mr. Dicknell's telephone number at the Cammerion is "Richmond 1116" and his home telephone number is "Richmond 11823".

P. Doust.

FD/ER

MEMORANDUM

File # 7622-1
5409

W. H. King

February 26th, 1945.

TO: Mr. Green

FROM: Mr. Spain

RE: BABA Bros. Boat Works Equipment

Mr. Linton, of 725 West 70th Ave. and Mr. Generous of New Westminster, were shown over the equipment today and I have urged them to submit their offers tomorrow.

*no offer from Linton
offer from Generous
independently*

Some articles have been stolen:

- 1 8" Screw jack
- 1 Electric sander
- 1 Circular saw and aluminum bench
- 1 6" Circular saw removed from the sandrel

In view of the exposed location of this building, I am surprised that all the other smallwares have not been removed.

The equipment is so scattered throughout the building, sheds and loft that an accurate check-up would be difficult, particularly as the useful articles are all mixed together with the junk.

In reviewing the list, and the prices set by Mr. Galbraith, I must express surprise, as I consider the equipment has been appraised at figures considerably in excess of actual value, and in my considered opinion I do not think the equipment in its fragmentary deteriorated condition exceeds \$900.00 in value.

It is reported that when the BABA Bros. operated the works, there was a full collection of boat building edge tools, ads, shaping chisels, mallets, and kindred carpenter's tools, but these tools have not been in evidence, and were not in evidence when I made my first visit to the works with Mr. Doust about a year ago.

The Buick engine, valued by Mr. Galbraith at \$125.00 was purchased by BABA Bros. from the New Westminster Auto Breakers for \$40.00. Mr. Generous asserts that he made the sale and should know. He has no interest in the engine and laughingly mentioned this in passing.

- 2 -

The equipment will continue to deteriorate or be stolen and I should therefore recommend liquidation at the earliest moment. Sale for a lump sum would be preferable, but I would not entirely rule out the possibility of segregating the equipment and offering it for sale by auction on the spot.

CBS:LEM

Wm. E. Lyman

MEMORANDUM

File Nos.: 5409
7601
7602

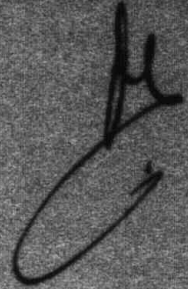
August 10th, 1945.

To: Mr. Good
From: Mr. Douet

Re: Baba Brothers

Respecting the arrangement made with Mr. Shears yesterday, attached please find the necessary requisitions transferring funds from the three Baba accounts into the existing joint account of the two brothers, Noboru and Tomio Baba. Since our talk with Mr. Shears yesterday, I have been in communication with Mr. M. L. Brown, Dept. of Labour, Jap. Div., who agrees that they will take up with Mr. George Shimpei Baba direct the amount they claim he owes them for the maintenance of Mrs. George Shimpei Baba in the New Denver Sanatorium, -- actually the figure is \$10.00 per month from May 1943. To the end of August 1945 the amount is \$280.00, i.e. twenty-eight months. As arranged, we also attach cheque requisition covering George Shimpei Baba's Life Insurance Policy premium. Until we hear that George Shimpei Baba has settled up satisfactorily with Mr. M. L. Brown, kindly retain say, \$300.00, in Noboru and Tomio Baba's account. We will advise you just as soon as we hear from Mr. M. L. Brown that George Shimpei Baba has settled with the Dept. of Labour.

PD:IM



Copy for File # 5409

File No. 7601/3

August 14, 1947.

MEMORANDUM

TO: File

FROM: Mr. W. J. Johnston

Re: Baha Boat Works
Pt. (0.75 ac.w/1) Sec. 27,
E.W. R.7 W., Shannon Road,
Richmond.

On Wednesday, August 13, 1947, Miss Matheson, Miss Macaskill, Mr. Cuning, and the writer, visited several properties in the Steveston district, one of which was the building situate on above-described land, at the foot of Shannon Road in the Municipality of Richmond, registered in the name of Tomio BABA and Noboru BABA, "Joint Tenants."

We found the building empty and its condition approximately the same as stated in Mr. D. W. Reeve's Reports dated March 17, 1945, and May 2, 1946.

We noted that the district west of the Baha Boat Building showed signs of activity, and improvements, including a new galvanized roof, were being made to the Cannery buildings. Many power boats were moored on both sides of the wooden bridge at the end of Shannon Road.

We ascertained from an owner of nearby property that the Sea Island Airport is reported to be expropriating 1400 ft. of land, 700 feet on both the North and South sides of the Baha Boat Building, for new runways. A red presently located on top of the western portion of said building is the dividing line of the 1400 ft.

The Airport has already installed five poles (painted red and white), with clearance lights, in preparation for the new runway on land immediately North of the Baha property.

WJJ/HMS

MEMORANDUM

⁵⁴
Files 7509, 7601 & 7602

November 22, 1949.

I have received a telephone call from Mr. Kyme this morning in which he advises me that he will arrange for a solicitor to prepare the documents necessary to effect transfer from the Baba Brothers to himself and his three associates. Mr. Kyme may be reached by telephone at Fraser 2998 where he is working with the Central Mortgage & Housing Corporation on a project at Victoria Drive and Marine. I have assured Mr. Kyme that this office will co-operate in every way to complete this transaction and that no further funds will be paid to the Baba Brothers until a registrable Deed has been received from them.

Allen

AGM/AC

MEMORANDUM

November 24, 1949.

Mr. G. E. Harris, Notary Public, 2891 West 33rd Avenue, Telephone KE. 5120, called at this office stating that he had been asked by Mr. Rene Kyme to complete the purchase of the property covered by the Agreement for Sale dated September 20, 1948, between the Baba Brothers and Rene Kyme.

I gave Mr. Harris a copy of Rene Kyme's instructions to the Custodian that the property was to be registered in three additional names and also gave him a copy of the names, occupations and addresses of these persons. I also gave Mr. Harris the original Power of Attorney from George Shimpai Baba to his brothers and the addresses of Noboru and Tomio Baba in order that Mr. Harris might obtain execution of the Deed direct from the vendors. It was approved by Mr. Shears that since the Agreement for Sale was signed by the Japanese that the Custodian would not in this case transmit and convey to the purchasers. The costs of the preparation of the Deed and registration will be borne by the purchasers.

With reference to the insurance policy which was in the names of Rene Kyme and the three other persons who will appear on the Deed, the interest of the Custodian has been released and the policy will be returned to the Insurance Company to be endorsed accordingly and the policy sent to Mr. Rene Kyme.

In addition, our letter of November 22, 1949, to Tomio Baba informed him that the credit balance of \$610.36 in his joint account with Noboru Baba would be sent to them when a Deed has been executed by them and approved by the Land Registry Office. Mr. Harris will let us know when the registration has been completed.



AGM/AC

Files:
7601
7602
9409

July 15th, 1944.

MEMORANDUM

TO: THE FILES

FROM: MR. GREEN

RE: EQUIPMENT AT BABA BOAT WORKS

File 7601: Tomio BABA declares:

- (a) "1/3 interest in equipment of boat-house as per list attached.
- (b) 1/2 interest in contents of house as per list attached."

The other interests are:

- (a) brothers Shimpai (file 7602) and Noboru (file 9409)
- (b) Noboru only, who, however declares no personal property.

On May 18th, 1942, we wrote to our investigating agent Mr. J. D. Mather -

"As this man and his brothers are still operating this plant, we are leaving the matter in your hands until evacuation. At that time we will be glad to have your report on the arrangements they have been able to make.

These men should be impressed with the desirability of their making the necessary arrangements for the care of the properties during evacuation."

On June 10th, 1942, we wrote to Mr. Tomio BABA: "With reference to your property described in the "JP" Form signed up by you on May 4th at Hastings Park, we now learn from the firm whom we appointed to investigate your properties, etc., that contrary to the definite understanding you gave to Mr. J. D. Mather, you and/or your brother-in-law left the premises in a semi-protected state and cleared off without Mr. Mather's representative being informed in any way of the action you were taking.

An inventory was made of the contents of the boat house and the items missing, compared with those shown in the "JP" Form, are given in the statement attached. We are under the impression that you probably removed these items prior to evacuation - please confirm if this is correct. In any event in view of the action you have taken in this matter, it must be clearly understood that any losses involved up to the time your prop-

(over)

Memorandum to Files 7601, 7602, 5409. (Cont.)
From: Mr. Green....Re: Equipment at Baba Boat Works.

erty was taken over by our representative, are for your account. - - - - -

At the moment the boat works have been locked up and a new padlock put on - the house apparently was boarded up and has also been locked up properly.

Mr. Matheson, who is in charge of the Acme Cannery, has been instructed to watch the property and the whole place will be left as it is unless you have any other suggestions to make.

We must here say that we cannot understand the attitude you have adopted in leaving your property so abruptly, especially as our appointed agents were doing everything possible to assist you in this matter." (end of quotation from letter)

The Inventory referred to in the above letter appears later in File 7601, being evidently that taken by Mr. Mather and is now filed behind this memo on Files 7601/1 and 5409.

Tomio Baba answered on June 30th, 1942, from Kaslo, B. C., apologizing for leaving so abruptly, expressing regret at the missing items, but admitting some had been taken by him or given to friends. He stated "We did our best to lock it up, and we left the place to a man we had in charge".

It would therefore appear that the basic inventory is that taken by Mr. Mather and not that declared by Tomio. However, on a visit to Vancouver in July 1942, Tomio reported that all the tools previously reported as missing, were at the boat-house, except for those taken by him (marked on inventory) and a few clamps.

On July 18th, 1942, Messrs. A. E. Austin & Co. Ltd., wrote that they had charge of this building, that Tomio Baba was in Vancouver on business and wished them to have charge of it for the duration. The situation therefore appeared satisfactory.

November 19th, 1942, we mentioned to Messrs. A. E. Austin that it might be worth while advertising this property for rent. They answered on November 20th - as follows:
"With regard to the five-room house mentioned by you, Mr. Alexander from our office, who has inspected the property, advises us that this is only a shed. There are no sanitary conveniences in it, and it is otherwise in a poor state of repair. There is some furniture stored in one end of the building away from where the roof leaks. The house is not fit for human habitation. The building is boarded up. We also have a "For Rent" sign displayed on the property. Under these circumstances we think it would be just a waste of money to advertise the premises for rent in the papers".

(over)

- three -

Memorandum to Files 7601, 7602, 5409. (Cont.)
From Mr. Green...Re: Equipment at Baba Boat Works.

On January 22nd, 1943, we asked Messrs. J. W. Fairhall if they could arrange to rent the boat-works and premises, and sent them inventories of the contents.

February 19th, 1943, Mr. Doust visited the Boat Works and reported that everything seemed to be in good order.

The 1st day of March, 1943, an offer to rent the Boat Works and premises at \$10.00 per month for the repair of boats, was received.

During the early part of 1943 the Baba Brothers applied for shipment to them of some of their lumber. It was decided, however, that this would be too costly, and arrangements to appraise and sell it were made in May and June, 1943.

June 3rd, 1943 - Mr. Robinson, who arranged the appraisal of the lumber, reported that the Baba dwelling had been broken into, even after repeatedly boarded up and asked permission to move the furniture to storage. This was the first we had heard that everything was not in order and was referred to our Administration Department on June 9th, 1943. It was agreed that the furniture should be moved and inventory appears, perhaps incorrectly on File 7602, July 19th, 1943. Nothing was done about the boat equipment, this apparently being in order.

November 3rd, 1943, the premises and equipment were rented to a Mr. Trenholme for \$25.00 per month, by Mr. Robinson, who said he would secure a signed inventory. This does not appear on file and appears never to have been taken. The Protection Department in this office was not advised of this arrangement.

It is understood that Mr. Trenholme has now left the Boat Works and an immediate check of attached inventory should be made.

Finally, lumber - two pieces 6 x 12 x 32 and 6 x 12 x 30 respectively, were shipped to the brothers on June 14th, 1943. The balance was appraised at between \$350.00 and \$400.00, and perhaps sold to the B. G. Packers through Mr. Bicknell. Payment has never been received and this requires a check.

*Recorded
#3. 14/6/43
#100 17/6/43*

HFG/AM

Castles Schedule

- Page 2 -

June 28, 1947.

<u>Japanese declaration,</u> - Cont.	<u>Inventory by J.D. Mathew,</u> - Cont.	<u>Goods Impounded and removed by Customs,</u> - Cont.	<u>Inspected</u>	<u>Other disposition</u>
1 Table lamp stand 1 #2 Polytanks ends, 5 Shownose	- - - 1 Beam scale 2 Glass cupboards (1 Small glass cupboard (damaged) 4 Mattresses 1 Kitchen table 1 Ice box 2 Boxes utensils 1 Coal oil heater 1 Iron bed, spring & 1 rubber coat 2 Brown 2 bed springs 1 Box clothes	- - - 1 Glass showcase 1 Mattress - - - 1 Ro-den box 1 Can dishes - 1 Set bed end, 1 Set sides, 1 spring	23/3/45 23/3/45 23/3/45 23/3/45 23/3/45 23/3/45 16/2/45 23/3/45	Never Found Missing " Never removed " Never removed Missing Missing Missing
	1 Carton clothes 1 Gramophone 1 Box misc. fittings 1 Chair, 1 Folding chair 2 Cartons glass lanterns 1 Carton lamp glass 1 Box lamp glass 1 Suitcase 1 Carton 1 Bed, screens 1 Sliding door 1 Loud speaker 1 Large wood box 1 Box, 2 handles 1 Basket clothing 1 Tub 1 Basket		7/12/44 2/2/45 7/12/44 23/3/45 23/3/45 23/3/45 2/2/45 23/3/45 7/12/44 2/2/45 23/3/45 2/2/45 2/2/45 2/2/45	Missing Missing Missing Missing Missing Missing Missing Missing Missing Missing Missing Missing Missing Missing

P.T.D.

Quoted Schedule

- Page 4 -

June 28, 1947.

Japanese declaration - Cont.	Inventory by J.D. Mather - Cont.	Goods appraised by Guthrie, Cont.	Inspected	Other disposition
1-32 volt belt sander 3" wide	1-32 volt belt sander 3" wide	---	Missing	
1 Hand grinder stone	1 Hand grinder stone	1 Hand saw grinder, incomplete	Missing	
1 - 2" sugar 24" long	1 - 2" sugar 24" long	---	23/3/45	Missing
1 - 4" Paltrunka scale	1 - 4" Paltrunka scale	1 Paltrunka & scale	23/3/45	Missing
2 - 8" crescent saw	2 - 8" crescent saw	---	23/3/45	Missing
1 - 10" circular saw	1 - 10" circular saw	---	23/3/45	Missing
2 - 8" cable blocks	2 - 8" cable blocks	---	23/3/45	Missing
1 Boiler (American hoist & derrick)	1 Boiler (American hoist & derrick)	---	---	
1 Pe. 14" Bronze shaft	1 Pe. 14" Bronze shaft	---	---	Sold by Custodian to J.W. Matheson - Nov. 6/43.
2 Length 1/2" galv. pipe	2 Length 1/2" galv. pipe	---	---	Missing
5 Length 1/2" galv. rod	5 Length 1/2" galv. rod	---	---	"
4 Length 1/2" galv. rod	4 Length 1/2" galv. rod	---	---	"
1 Length 1/2" galv. half oval iron	1 Length 1/2" galv. half oval iron	---	---	"
1 Star Transmission	1 Star Transmission	---	---	"
1 Star rear end	1 Star rear end	---	---	"
1 Flyng hot coal stove	1 Flyng hot coal stove	---	23/3/45	Missing
3 Sutch blocks	3 Sutch blocks	---	---	
5 Pos. hardwood	5 Pos. hardwood	---	---	
600' 1x3 fir flooring	600' 1x3 fir flooring	---	---	
600' 1x3 cedar flooring	600' 1x3 cedar flooring	---	---	
150' 1x3 cedar V joint	150' 1x3 cedar V joint	---	---	
1000' 1" cedar board	1000' 1" cedar board	---	---	
400' 1x6 clear fir	400' 1x6 clear fir	---	---	
300' 1x6 cedar board	300' 1x6 cedar board	---	---	
300' 2x12 & 2x4 clear fir	300' 2x12 & 2x4 clear fir	---	---	
3500' select common	3500' select common yellow cedar	---	---	
9 1x10-14" cedar	9 1x10-14" cedar flooring	---	---	
2 Pos. galvanized fir board	2 Pos. galvanized fir board	---	---	

Sold by Custodian to
J. Matheson, Nov. 5,
1943, for \$400.00

Shipped June 24/47.
2,390.

Partial Schedule

- Page 5 -

June 28, 1947.

Japanese declaration		Goods appraised by		Disposition	
- Con'ts		- Con'ts		- Con'ts	
5 Blades, whistles	5 Blades, whistles	1/3 barrel hardware	Not located	Missing	
12 - 2nd hand tires	12 - 2nd hand tires	---	Missing	Missing	
2 Bluntstone tanks	2 Bluntstone tanks	---	23/3/45	Missing	
1 Set respirator	1 Set respirator	---	---	Missing	
1 Stand for drill press	1 Stand for drill press	---	---	Missing	
6 Length 20 lb. rails	6 Length 20 lb. rails	---	---	Missing	
8 Length 16 lb. rails	8 Length 16 lb. rails	---	---	Missing	
6 Length 12 lb. rails	6 Length 12 lb. rails	---	---	Missing	
2 Sets marine ways	2 Sets marine ways	---	---	Missing	
	10 Cartons boxes with	---	---	Missing	
	cooling utensils	---	---	Missing	
3 Stocks with 1 die each	3 Stocks with 1 die each	1 Hand pipe stock	23/3/45	No value	
	with 1 die each	with 1" die	23/3/45	1-Not located	
2 Nutcrackers	2 Nutcrackers	---	23/3/45	Missing	
1 - 6" jack screw	1 - 6" jack screw	---	23/3/45	Missing	
1 Table for circle saw	1 Table for circle saw	1 Saw table 10x14	23/3/45	Missing	
		with 6" saw	23/3/45	Missing	
2 Boxes old magazines	2 Boxes old magazines	---	23/3/45	Missing	
3 - 5 Gal. galv. tanks	3 - 5 Gal. galv. tanks	3 - 5 Gal water cans	2-23/3/45	Missing	
1 Garbage can with house-	1 Garbage can with house-	---	2/2/45	Missing	
hold effects	hold effects	---	---	Missing	
6 Pcs. galv. rods	6 Pcs. galv. rods	---	23/3/45	Missing	
1 Pcs. 1/2" galv. pipe	1 Pcs. 1/2" galv. pipe	---	---	Missing	
1 Pcs. 1/4" galv. pipe	1 Pcs. 1/4" galv. pipe	---	---	Missing	
1 Roll conduit wire	1 Roll conduit wire	---	---	Missing	
1 Small counter scale	1 Small counter scale	---	---	Missing	
		1 Lot hardware, magnets, coils, etc.	23/3/45	Missing	
		(all more or less junk)	---	Missing	
		2 Butterfield pipe dies,	---	Missing	
		handle only	---	Missing	
		1 Box sockets, no handles	23/3/45	Missing	
		1-g. shovels & trowels	---	Missing	
		36" of 1 x 1 1/4 mild steel	---	Missing	
		30" of 1/2" brass tubing	---	Missing	
		23" of 1" brass tubing	---	Missing	
		60" of 1 1/2" shaft	---	Missing	
		60" of 1-7/16" shaft with	---	Missing	
		67 5/16" sprocket	---	Missing	

Quitted Schedule

- Page 6 -

June 28, 1947.

<u>Japanese declaration</u> - Cont'd -	<u>Inventory by J.D. Mather</u> - Cont'd -	<u>Goods appraised by</u> <u>Gelbreth, Cont'd</u>	<u>Inspected</u>	<u>Other disposition</u>
		96" of 1 1/2" shaft (rusty)		Missing
		1 C.L. pulley 12 x 2 1/2		"
		96" of 1 1/2" shaft (rusty)		"
		1 - 1 1/2" Flat box		"
		1 - 1 1/2" set collar		"
		2 C.L. wheels 1 1/2" x 5"		"
		40" of 1/2" brass pipe		"
		1 Countershaft complete with		"
		2 bearings & 5 pulleys		"
		10" 10" of 1 1/2" axle steel		"
		1 - 6' dry kiln truck		"
		2 Pcs. 4" channel iron, each		"
		6' 6" long		"
		1 - 36" sweating bar	23/3/45	
		1 Tank pump with 4' of 2"		
		pipe, 9" nipple, 1 cap		
		& 1 tee	23/3/45	
		1 Box containing 1 cleat,		
		5 box chocks, 1-4" eye		
		& 6 cable clamps	23/3/45	
		1 Hand saw		Missing
		2 - 4" rope sheaves		"
		1 Centring hammer		"
		1 - 5" wood rope blocks		"
		1 Bar Flat Iron 1"x50"		"
		7 Small tackle blocks	23/3/45	
		2 Coleman fuel tanks		
		10x24 with air gauges	23/3/45	
		1 Storm lamp	23/3/45	
		4 Lengths galv. drain		
		pipe, 3" x 22"	23/3/45	
		1 Length galv. drain		
		pipe, 5" x 30"	23/3/45	
		1 Table 42" x 10"		Missing
		1 Lost hammer heads &		
		wrenches	23/3/45	
		1 Pcs. 9" tank ears		Missing
		1 Bush-hammer wheel	23/3/45	
		2 L&F jacks	23/3/45	

T.S.O.

General Schedule

- Page 7 -

June 28, 1947.

Inventory by J.D. Mathew

Goods appraised by
Culturalth. Conts.

Inspected Other dispo. Mfg.

40 lbs. mixed nails	23/3/45	Missing
25 lbs. shingle nails	23/3/45	"
1 Box fish hooks	23/3/45	"
12 Porcelain tubes & elbows (electrical)		"
1 Rabbit's scraper		"
1 wire brush		"
1 mako	23/3/45	Missing
11' of 3"x3 ply rubber belt		"
1 - 1-11/16" set collar		"
1 Grease gun		"
1 #95 vee belt		"
2 Prg. rubber boots	23/3/45	Missing
1 Matlock	23/3/45	"
11' of 1 1/2" rubber belt		"
1 Edwards Bell transformer 110V		"
1 O.E. Bell transformer 110V		"
1 Box brass pins	23/3/45	Missing
1 - 1 1/2" dolly box	23/3/45	"
500 - 3/8" deck plugs		"
25 lbs. beads		"
4 Post lights	23/3/45	Missing
1 Slight feed roller		"
1 Box, 16 only 10 x 12 window glass	23/3/45	Missing
1 - 11 x 66 work table		"
1 - 12 light reflector with 24" extension cord		"
4 1/2" #1/2 riveted chain		"
1 #2 wire pump, damaged	23/3/45	Missing
1 Caulking mallet		"
1 Galp sawyer		"
105 Flents	23/3/45	Missing
1 heavy anchor	23/3/45	"
1 Box pipe fittings	23/3/45	Missing
5 Pos. pipe fittings, galv.		"
2 Oilsealer runs 1 1/2 & 1 3/4"	23/3/45	Missing
1 Box 3 way cutters	23/3/45	"
2 Coarse hand planer blades	23/3/45	Missing
3 Brass deck plates	23/3/45	"

P.T.O.

June 28, 1947.

Detail Schedule

Japanese declaration Inventory by J.D. Mathew
- Cont.

Goods reported by
Gelberth, Cont.

Inspected Other disposition

1 lot $\frac{1}{2}$ x 6 x $\frac{1}{2}$ x 6 carriage bolts & nuts	23/3/45	Missing
5 assorted augers 9/16, $\frac{1}{2}$, 1 1/2, 1" & 1 1/4"	23/3/45	
1 Tin box hand tape & dies	23/3/45	
2 Single electric plates	23/3/45	
Goods inventoried in Post Office by Mr. Spain in addition to NARA declaration 1 mobile & Myers generator (motor) about 1 H.P.	23/3/45	Missing No value, broken
1 Carpenter's wood bench vice	23/3/45	Missing
1 Hand saw		Missing
1 Long level		Missing
1 revolution indicator	23/3/45	Missing
1 Broken pipe		Missing
1 Glaxon		Missing
6 Good shovels	23/3/45	Missing
1 - 10 Gal. tank		Missing
1 expert's meter	23/3/45	Missing
3 Sterns lanterns	23/3/45	Missing
1 Hand truck	23/3/45	Missing
1 Hand saw blade		Missing
1 - 50 Gal. galv. tank		Missing

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

L. L. Lundy
L. L. Lundy.

The following chattels were sold by public

auction at New Island, D.C. on March 23, 1945

MEMBERS OF CONGRESSION: JOHN F. BROWN, JR.

[REDACTED]

	NAME	REGISTRATION NO.	FILE NO.
	NAME, Robert	02526	7409
	NAME, Tonic	04992	7401/2
	NAME, Shingai		7402

The following chattels were sold by public

auction at San Island, D.C. on March 23, 1942

Brought forward:	\$ 86.30
2 Pairs Gun boots, Rain coat & flag	1.35
4 Boxes odd lot & odd pieces of machinery	13.00
5 Large Boat Clamps	6.00
4 Small Boat Clamps	2.25
4 Medium Boat clamps	5.00
4 Medium Boat Clamps	4.50
3 Boat Clamps	4.50
Pipe Wrench, Sledge, Hammer etc.	7.00
5 Section Masts	1.75
2 Jacks	4.00
2 Propellers & Anchor	1.00
4 Saw Blades	6.00
Small Motor	4.00
Stakes & Sigs	12.00
Boat Hand Truck	3.00
3 Oil cans	1.00
3 Oil cans	1.00
Life belt & Large Galv. Can	6.00
2 Tanks with pressure gauge & Bulley	4.00
Boat Stave	2.75
Ice Box	1.00
Barrel of Nine Stone	5.00
Saw table	10.00
Boat car	175.00
Melancholia Motor	20.00
Winch	86.00
Qty. Marine Motor	20.00
Total to be carried forward:	\$ 577.35
Less Expenses:	\$
Net Proceeds Credited:	\$

Members of Custodian Staff Present.

Extracted from Auctioneering List No.

San Jose

NAME WMA, Hobart
WMA, Tonic
WMA, Hobart

REGISTRATION NO. 04095

FILE NO. 7602/2

The following chattels were sold by public

auction at Sea Island, B.C. on March 23, 1945

	Brought forwards	\$ 507.25
Contents of Store Room		7.50
Chain Block		5.00
Fish nets, hooks, barrel & odd lot junk		0.75

*Cr. on Joint Acct. 5409/7601/7602
 8 Apr 45*

Total		\$ 520.50
Less Expenses (Auctioneer's Fee: 25.00 Advertising: 35.00)		\$ 60.00
Net Proceeds Credited:		\$ 460.50

Members of Custodian Staff Present. Mr. Spain

Extracted from Auctioneering List No. Sea Island 1.

Remarks.

04008

NAME

BABA, Noburo

FILE NO.

5409

(See also File 5087 & 7601 & 7602)

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Bankers & Traders Insurance Company	<i>Renewed</i> 52-29031	\$1,000.	May	27	1943	B12.5N, Rge. 7W, Pt. Sec. 27, Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond
Lumbermen's Insurance Company	<i>Renewed</i> 9-9713	\$500.	May	27	1943	B12.5N, Rge. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond
Wellington Fire Insurance Company	<i>Renewed</i> 327273	\$500.	May	27	1943	B12.5N, Rge. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond
Palatine Insurance Company Ltd.	<i>Renewed</i> 184150	\$2000.00	May	27	1944	B12.5N, Rge. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond
Palatine Insurance Company Ltd.	<i>Renewed</i> 394461	\$2,000.00	May	27	1945	B12.5N, Rge. 7W, Pt. Sec. 27, Fraser River, end of Shannon Rd., Sea Island, Nun. of Richmond, B.C.
Palatine Insurance Company Ltd.	<i>Renewed</i> 395634	\$2000.00	May	27	1946	B5N, R7W, Pt. Sec. 27, Fraser River, end of Shannon Rd., Sea Island, Nun. of Richmond, B.C.
Palatine Insurance Company Limited	<i>Renewed</i> 396476	\$2,000.00	May	27	1947	B5N/R7W/Pt. Sec. 27, Fraser River, end of Shannon Rd., Sea Island,
Palatine Insurance Company Limited	<i>Renewed</i> 400332	\$2,000.00	May	27	1948	B5N/R7W/Pt. Sec. 27, Fraser River, end of Shannon Rd., Sea Island.
Palatine Insurance Company Limited	<i>Renewed</i> 411076	\$2000.00	May	27	1949	B5N/R7W Sec 27, end Shannon Road, Sea Island.

do 3000. - JUNE 26 1949 *do*
 Cover note only. Policy to be issued as per A.C. Austin's letter dated 26 May 49 with enclosure.

Pearl Assurance
 Company Limited

117639 \$2000.00 June 9 1949 Pt. of D. 75 so. of Sec. 23,
 B3N/R7W - end Shannon Rd.
 Sea Island

*To be corrected by
 Endorsement - from
 Agent Macaulay. N+M*

Nov 22/49.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Baba Noboru

File No. 5409

Kaslo, B.C.

Reg. No. 04085

Company Monarch Life

Agency Vancouver

Policy No. 88568

Premium - \$ 45.70

Payable: Annually, Semi-annually or monthly

Month September Day 20

REMARKS:

RESUME OF ACCOUNT Tomio (7601), Noboru (5409) and Shimpei (7602) BABA as at 17 November, 1947

A1

1942	Proceeds sale of boat to JH Todd & Sons do ck to Tomio BABA	\$ 256.25	\$ 256.25
	B.C. Benefit Assn. payment	100.	2500.
	Legal fees do	2400.	
	Ck to Shimpei, Noboru and Tomio BABA	110.91	
	Simpson-Macpherson: payment of mortgage		60.
	Monk: payment of acct		10.50
	Eptonies: payment of acct		50.
	Casulick & Burt: payment of acct		80.
	Beckman: payment of acct		50.
	CNR Compensation	2.	
	Land Registry Office: Cert. of Encumbrance (2)		22.99
	Rents Collected - wharfage		67.91
1943	Rents Collected - wharfage	50.	
	Insurance premium - Boat Works	13*	
	Appraising lumber		50.
	Rents collected - Boat Works		180.
	Monk: payment of acct		100.
	North Arm Towing Co: payment of acct		335.
	Cosulick & Burt: payment of acct		668.
	Beckman: payment of acct	196.34	
	Simpson-Macpherson: payment of mortgage	7.25	
	Simpson-Macpherson: Bal Interest on mortgage	132.11	
	Collector Customs & Excise: Tax arrears		
	A.R. Austin Ltd: Supervision of storage of launches & erecting "No Trespassing" signs	10.	
	Man. of Richmond: Taxes	69.88	
	Monarch Life Assce Co: payment of premium	300.	
1944	Valuation fee	12.50	
	Advertising fee	68.20	
	Insurance premium - Boat Works	79.	
	Valuation fee - Boat Works Equipment	31.80	
	Man. of Richmond: Taxes	38.81	
	Simpson-Macpherson: payment of mortgage	214.69	
	Monarch Life Assce Co: Payment of premium	400.	
	Monk: payment of account		160.
	Rents collected - Boat Works		150.
	Beckman: final payment of acct		120.
	Proceeds sale of lumber		400.
	Proceeds of Auction: Station No. 21		53.46
	CARRIED FORWARD.....	4492.74	\$5334.11

BROUGHT FORWARD.....\$492.74

\$5334.11

1945

Fire Insurance - Post Works

Advertising

Caretaking

Valuation fee

Proceeds sale of Boiler

Proceeds Auction: Sea Island #1

Fire Insurance - Post Works

Refund BCR Security Deposit

Proceeds Auction: Steveston #26

do

do

Sale Price - vacant land Shannon Rd

Charge for valuation

Advertising

transmission fee

mortgage

taxes to 29/1/45

Monarch Life Assoc: payment of arrears

Mon. of Richmond - taxes 1945

1946

Rents collected: Post Works - 6 mon. @ \$15.

Re-valuation of Post Works

Fire Insurance: Post Works

Monarch Life Assoc: payment of premium

Mon. of Richmond: taxes 1946

1947

Fire Insurance: Post Works

Mon. of Richmond: taxes 1947

CREDIT BALANCE AS AT 17 NOVEMBER 1947.....

387.41

387.41 \$6387.41

986.63 400.78 \$6387.41

43.43 38.43

5.43 750.30 90.

129.90 27.50 207.

10.4.3.50 207.

43. 100. 433.45 1.16 10.93 7.46 10.30 400.

A2

Shimpel HARR (7602)

SINGLE ACCOUNT/ Proceeds trans. to 5409 11/8/45

B

1944
1945

Proceeds of Auction: Steveston # 21

do

26

do

28

do

29

Refund of BCER Security Deposit

11/8/45 TRANSFERRED TO JOINT ACCOUNT 5409

DEBIT

CREDIT

83.31

53.46
10.93
7.46
10.30
1.16

83.31

83.31

Tonio BABA (7601)

SINGLE ACCOUNT/ Proceeds trans. to 5409 14/8/45

3

1942	Simpson-MacPherson: mortgage	110.91	60.
	Monk: payment on acct		10.50
	Sproule: payment on acct.		50.
	Cosulich & Burt: payment on acct		80.
	Beckman: payment on acct		50.
	CNR Compensation		
1943	Simpson-MacPherson: Bal. Int on mortgage	7.25	
	Collector Customs & Excise: tax arrears	132.11	
	A.E. Austin: storage of launches and signs	10.	
	Mun. of Richmond: taxes	69.88	
	Monarch Life Assoc: premium	300.	
	Monk: payment on acct		180.
	North Arm Towing: payment on acct		100.
	Cosulich & Burt: payment on acct		335.
	Beckman: payment on acct.		688.
1944	Simpson-MacPherson: payment on mortgage	196.34	
	Fire Insurance: Boat Works	79.	
	Valuation fee: Boat Works equipt.	31.80	
	Mun. of Richmond: taxes	38.81	
	Simpson-MacPherson: mortgage	214.69	
	Monarch Life Assoc: premium	400.	
	Monk: payment on acct		160.
	Rents collected: Boat Works		150.
	Beckman: final payment on acct		120.
	Proceeds sale of lumber		400.
1945	Fire Insurance: Boat Works	18.40	
	Advertising	70.56	
	Caretaking	50.	
	Valuation fee	20.	
	Proceeds sale of boiler		100.
		733.75	
			2483.50

14/8/45 TRANSFERRED TO JOINT ACCOUNT 5409

\$2483.50

THIS DOES NOT INCLUDE THE SALE OF A BOAT TO J.H. TODD & SONS IN 1942 FOR \$256.25, THE PROCEEDS WERE IMMEDIATELY PAID OUT TO TONIO BABA.

TRIPLE ACCOUNT 5409/7601/7602

Proceeds transferred to 5409 (Joint) 11/8/45

	DEBIT	CREDIT
1942 Cert. of Encumbrance	\$ 1.	
1943 Rents collected: Boat Works		50.
1944 Valuation fee	12.50	
Advertising	68.20	
1945 Fire Insurance: Boat Works	43.	433.45
Proceeds Auction: Sea Island #1		

11/8/45 TRANSFERRED TO JOINT ACCOUNT 5409

358.75	
<u>\$ 483.45</u>	483.45

THIS DOES NOT INCLUDE \$2400. RECEIVED FROM B.C. BENEFIT ASSN. FROM WHICH LEGAL FEES OF \$100. WERE DEDUCTED AND THE BALANCE WAITED TO ALL PARTIES IMMEDIATELY UPON RECEIPT

Tomio and Noboru BABA

File Nos 5409 & 7601
Reg. Nos 04092 & 04085

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 November 4	Rents collected	\$	\$ 13.50	
	"		11.25	
December 3	Commission	1.76		
	Land Registry Office - Certificate of Encumbrance	1.00		
1943 February 2	Rents collected	2.00	40.00	
March 2	Commission		9.00	
April 3	Rents collected	.45	1.50	
May 3	Commission	.08	6.75	
May 27	Rents collected	.36		
August 6	Insurance premium	50.00		
September 3	Appraising lumber	13.00		
	Rents collected		6.75	
October 4	Commission	.33		
	Rents collected	.37	7.50	
	Commission			CR \$ 26.90
1945 January 30	Sale price - Shannon Road		400.00	
	Charge for valuation	10.00		
	advertising	4.00		
	transmission fee	3.50		
	mortgage	207.00		
	taxes to Jan 29/45	.90		
August 13	Payment of arrears under policy 88570	129.60		
August 14	Transferred from triple a/o 5409, 7601, 7602		358.75	
	" account 7601		733.75	
	" account 7602		83.31	
September 13	1945 taxes	27.50		
				CR \$1,220.21
1946 February 13	2 months rents (Feb. & Mar.) Baba Boatworks		30.00	
May 7	Re-valuation of Boatworks	5.00		
May 9	2 months rent to May 31/46		30.00	
May 13	Premium on policy # 398476	43.00		
July 25	1946 taxes	30.00		
October 3	Premium on insurance policies	750.00		
October 10	Rent of Boatworks to July 31/46		30.00	
				CR \$1,202.21
1947 May 12	Premium on insurance policy	43.00		
September 3	1947 taxes	38.43		
Accounting Department				
November 12th, 1947				
				CR \$ 400.78

C
O
P
Y

Kaslo, B.C.
Dec. 23rd, 1942.

Mr. S. Booth,
Room 404,
Custom House,
Vancouver, B. C.

Dear Sir:

In reply to your letter of November 30th. last, I am sorry to be late in answering. I was transferred to New Denver from Kaslo on October 26th. by the B.C. Security Commission for building a Hospital there. When I came back to Kaslo on Dec. 14th. I find that my mother in critical condition after a long illness. I just had a chance to talk to her and she passed away 6.30 A.M. the next morning.

I am sorry that I did not report to Mr. Paige before I leave Vancouver, the reason is that I was evacuated in such a rush that I had only two days to get ready after launching a boat for R.C.A.F. which requisitioned Mr. Beckman's Boat. On that short time we launched the boat on May 1st Friday. Saturday we got the orders to evacuate to Kaslo as a carpenter leaving Vancouver on Monday. On Saturday we report everything to the Custodian at Hastings Park. This is the reason that I had to go back to Vancouver in July at my own expense. On that trip I did not take any of the tax records so I could not call in your office.

I am enclosing the copies of the returns and our Receipt Book, cancelled cheque and Sales Tax License No. 1510. These are the only record we have here but if this is insufficient, I do not know just where but it should be either at our shop or house on Sea Island.

In regards to the uncomplete boat, there is one not quite half finished and about 7 to 8 M. feet of boat materials in our shop. I hope this is sufficient for your purpose in cancelling our Sales Tax License.

Yours truly,

Baba Bros. Boat Works

Per "Tomio Baba"

Please return all unnecessary books and copies to the above address.

7601 and 5409

January 22, 1943.

Mr. J. W. Fairhall,
1318 Southwest Marine Drive
Vancouver, B. C.

Dear Sir:

Re: Bata Brothers' Boat Works

We shall be glad to know if it would be possible for you to rent on our behalf the above boat works at the Acme Cannery, Burne, B. C. which lie quite near Shannon Road. These boat works are on the river side of the dyke and the Bata's own about three-quarters of an acre of land quite nearby on which there is a building which can hardly be described as a house but which might have renting possibilities if the boat works could be rented.

We enclose for your information copy of list covering inventory of contents of the boat house and the five-room shack nearby, which may be of interest to you.

We would also mention that there are three or four boats lying in the boat works for which we are receiving rentals for storage, and if the works are rented we could no doubt arrange for these to be moved if necessary. Further, we are aware that the Department of Transport, Vancouver Airport, (Mr. Tuill) have either put a road through a portion of the Bata's land or will be doing so, and possibly they may wish to take over the whole of the three-quarters of an acre mentioned, but this is a matter for the future.

With this information before you we shall be glad to have your views. We are not unmindful, of course, of the difficulties that may present themselves in obtaining a suitable tenant and for he in turn to obtain the necessary labour to run the boat works. However, it seems a pity to have these works idle, and your advice at an early date will be welcome.

Yours truly,

P. Doust,
Administration Department.

PD:BT
Enclosures.

J. W. FAIRHALL

Notary Public

REAL ESTATE - INSURANCE - CONVEYANCING
LOANS - RENTALS1318 Southwest Marine Drive
VANCOUVER, B. C.

EVACUATION SECTION	
Rec'd	JAN 27 1943
File No	7601-5409
Ans.	
Referred	Don't

7601-Edison

Jan. 26, 1943.

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

Dear Sir: Re Baba Brothers' Boat Works.
 Files No. 7601 & 5409.

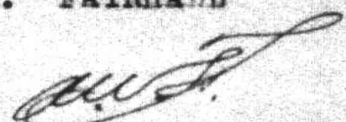
We have your letter of the 22nd. instant
re the above boat works.

We will list this property for rent and
if we can get any offers will submit them to you.
Personally I don't think there is a very good chance
of getting anyone to take this place on as any per-
son who is qualified to operate such a proposition
is, no doubt, employed in war industry at present.

However if the opportunity presents itself
to rent the property we will do our best.

Yours faithfully,

J. W. FAIRHALL

per 

7601/1 & 5409

August 2, 1943.

Mr. Tomio BABA, #04092,
P. O. Box 445,
Kaslo, B. C.

Dear Sir: Re: Baba Bros. Boat Works

In reply to your letter of the 21st inst., enclosed please find three copies of statement prepared by our Accounting Department in connection with the above from which you will observe that at the moment there is a credit balance in this account of \$221.89.

We would point out that the \$256.25 paid you in July, 1942, on behalf of your brother, Noburo Baba, representing the amount we received in connection with the boat purchased from you by J. H. Todd & Sons Limited is not included in this statement, as at the time, this item was kept in a separate account.

We have the following comments to make in connection with this account:

You will observe that payment on the mortgage of your property at Sea Island has been paid up to date, and the balance of principal under this mortgage has now been reduced to \$382.45.

Respecting the amount of \$400.00 owed by Ira Monk to you, regular payments of \$15.00 per month are being received on this account and at the moment, the balance outstanding is \$250.00.

Of the amount owed you by Cosulich & Burt of \$385.00, \$200.00 has been paid, leaving a balance outstanding of \$185.00. We are keeping in close touch with these people and receive remittances regularly, but they have promised to pay off sums of \$50.00 per month when they can - apparently the arrangement you had with them for repayment was not very definite, they being allowed to repay at their pleasure, according to their statement to us. We have recently written them again on this matter and have little doubt they will continue to pay off in \$15.00 payments as heretofore.

Regarding the amount of \$900.00 originally owed by Capt. A. Beckman, a further \$100.00 has been received today from this gentleman, making a total payment of \$368.00 and leaving a balance outstanding of \$532.00. We have been in constant touch with Capt. Beckman in connection with this account and he has assured us that the reason why he has not paid up in full was because he has so far received no funds from Ottawa in connection with the charter of his vessel, but as he has just put the boat up for sale to the Air Force, if the vessel is sold he will be able to pay up the balance outstanding. In the meantime, however, we receive payments of upto \$100.00 on account and here again, see no reason why they should not continue.

Sundry sums have been sent to us by A. E. Austin & Company in connection with boats stored on your premises and these have been credited to your account.

Our statement does not, of course, include the \$100.00 received today from Capt. Beckman, which now makes a credit balance of \$321.89.

Two extra copies of this letter, together with extra copies of the statement are attached, as you may wish to pass same on to your brothers or relations interested.

Yours truly,

P. Douet,
Administration Department

PD/ms
ENCLS.

THE MONARCH LIFE ASSURANCE CO.,
801 Rogers Building,
Vancouver, B.C.

c/o Mr. John Keil,
General Delivery,
Chatham, ONT.,
Oct. 24th, 1944

Dear Sir:

I am enclosing the copy of order to the Custodian re-premium dues to the following names and policy numbers:

7602 Shumpei BABA,
Chatham, ONT. Policy No. P88570

7601 Tomio BABA,
Kaslo, B.C. Policy No. P88569

5409 Noboru BABA
Chatham, ONT. Policy No. P88568

We are now living in the Province of Ontario. Regarding the due notice of last we have received only yesterday Oct. 23rd. My brother Tomio is still at Kaslo, B.C. He is handling the accounts and correspondence with the Custodian which he has to obtain my signature before sending the order to the Custodian, so please wait for few days longer. You will hear from the Custodian soon, hoping this arrangements are satisfactory to you.

Please note that the signatures for order are Tomio and myself, we are paying for brother Shumpei's, so please apply to the premium evenly.

Sincerely Yours

Noboru Baba

COPY OF ORDER TO THE
CUSTODIAN

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

c/o Mr. John Keil,
General Delivery,
Chatham, ONT.,
Oct. 24th, 1944

Dear Sir:

Please pay to the Monarch Life Assurance Company
of 801 Rogers Building, Vancouver, B.C. the total
sum of Six Hundred Dollars (\$600.00) to the following
policies namely:

Shunpei BABA policy no. P88570

Tomio BABA policy no. P88569

Noboru BABA policy no. P88568

and charge same to our account.

Yours Truly

Tomio BABA,
Box 445,
Kaslo, B.C.

Noboru BABA,
c/o Mr. John Keil,
General Delivery,
Chatham, ONT.
Noboru Baba

5409, 7602/2, 7602

March 8th, 1945.

Mr. George Shimpel BABA,
Reg. No. 02826,
C/o Mr. Harold English,
P. O. Box 264,
Chatham, Ontario.

Dear Sir:

We enclose copy of our letter of even date
written to your brother, which is self-explanatory.

You will have also learned from your brother,
Neborn Baba, that we have again written him on this mat-
ter. We regret that we have had no communication from
you at all regarding what you are prepared to do regard-
ing the maintenance of your wife, who is at the Sanatorium
at New Denver.

You must appreciate that very heavy expenses have
been involved since your wife has been hospitalised from
April 1st, 1943 to December 31st, 1944, and we are very
surprised indeed that you have not made some effort to pay
part of the expenses or, at any rate, made some suggestion
to us as to what you are prepared to do.

Please see that we are written fully on this
matter by return.

Yours truly,

P. Doust,
Administration Department

PD/ER

Enc.

7601/2, 7602, 5409

May 9th, 1945.

Mr. P. A. Moryson,
Supervisor,
B. C. Security Commission,
Kaslo, B. C.

Dear Sir:

Re: Tomio BABA - 404692

The attached copy of our letter of the 4th instant to the above on perusal will, we think, give you roughly the picture involved. It would be appreciated if you would please contact Mr. Baba and urge him to write to us on the matters concerned.

The writer rather feels that the brother, Shinsai Baba, thinks the B. C. Security Commission will want repayment of the full amount of the cost of caring for Mrs. Shinsai Baba at the New Denver Sanatorium but of course this is not the case. Actually, over \$2000.00 is the amount involved so far but if Shinsai Baba made an offer of, say, \$200.00 or \$300.00 we think it would be favorably looked upon by the B. C. Security Commission here. Perhaps in some discreet way you could mention this to Tomio Baba without, of course, mentioning any figures, and he would no doubt pass this information on to his brother.

Some months ago Shinsai Baba formerly signed over his interest in the Baba Bros. Boat Works (in which the three brothers were partners) to his two brothers, Tomio and Noboru BABA and it rather appeared to us that in doing this he was trying to evade his responsibilities in connection with his wife. As you will see from our letter we are endeavoring to split the proceeds from the Boat Works three ways, thus trying to arrive at some figure to be credited to the single account of Shinsai Baba.

That we may keep Mr. M. L. Brown in Vancouver posted on this matter a copy of this letter and enclosure is being forwarded to him---as mentioned on the telephone to Mr. Brown that we were writing you on the above lines and he is in agreement.

Yours truly,

P. Doust,
Administration Department

PD/ER

cc to M. L. Brown,
B.C. Security Commission, Vancouver, B.C.

7601/2 - 3409

May 14th, 1945.

Mr. Tomio BABA,
Reg. No. 04092,
P. O. Box 445,
Kaslo, B. C.

Dear Sir:

Re: Catalogue No. 873,
Shannon Road, Eburne, B. C.
1.60 ac. @ 2. 27/5/7/2510.

Please be informed that the above property has been sold as of January 30th, 1945 for the sum of \$400.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Taxes for 1945 up to the date of the sale, namely January 29th, have been debited to your joint account.

The net result of this sale appears on an attached statement, and the proceeds have been credited to your joint account. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made. This statement relates only to the account we have kept in the name of both of you, that is Tomio Baba and Noboru Baba, but as recently advised you this account may have to be revised as there may be incorrect charges in same. The statement only relates to two items as you were sent previously a copy of your statement prior to October 4th, 1943.

Respecting the statement showing the net proceeds of the sale of this land, it will be observed that the balance of the Mortgage paid has been deducted from the sale price.

Yours truly,

P. Doust,
Administration Department

PD/ER

Encs.

cc to B. C. Security Commission.

7001/2, 7003, 3409

May 21st, 1945.

Mr. Tomio BABA,
Reg. No. 04092,
P. O. Box 425,
Kasho, B. C.

Dear Sir:

With reference to your letter of May 10th we observe that at long last you have replied to the many letters we have written to you regarding the Baba Bros. Boat Works, the title of which stands in the names of the three of you. In order that there may be no further misunderstandings on this matter, the position is as follows:

1. These Boat Works have not yet been sold. They have been advertised several times but no satisfactory offer has yet been received. At the moment we have another inquiry to purchase same but do not know whether it will mature. The approximate independent valuation price is around \$2000.00.
2. You are aware that the 1.60 acres adjoining the Boat Works was recently sold for \$400.00 and a statement was sent with our letter of May 11th to Mr. Tomio Baba and Mr. Noboru Baba (since they owned the property) showing the net proceeds of the sale. However, payments on account of the Mortgage on this property were made from the triple account and these of course will have to be transferred from the triple account to the account of Tomio Baba and Noboru Baba.
3. All the equipment has been sold, the net result being \$433.45. At a later date a detailed statement will be forwarded to you giving full particulars of the prices obtained.
4. We are still waiting to hear from Mr. Shigeo Baba if the furniture removed from the old house on the lot adjoining the Boat Works belongs to him or not, as rightly or wrongly the proceeds of the sale of this furniture were credited to Shigeo Baba's account. We note that Tomio Baba and Noboru Baba state that the proceeds from the sale of this furniture should be credited to the triple account but, as stated, have not had any confirmation from Mr. Shigeo Baba, although we wrote him by registered mail on May 21st regarding this matter and sent him a stamped and addressed envelope.

Mr. Tonio Baba

- 2 -

May 11, 1945.

Your letter of May 10th completely ignores the whole crux of this matter, namely, that in view of the expenses incurred by the B. C. Security Commission for hospitalization of Mrs. Shimpel Baba, which is now well over \$2000.00, it is necessary for us to go thoroughly into the three or four accounts which we have kept in connection with the three of you and credit the triple account of the Boat Works with whatever is due to it from the other accounts. Likewise, as mentioned above, we shall have to take out of the triple account the mortgage charges on the property owned by Tonio Baba and Boboru Baba and charge this to the latter account. We have repeated this in order to make the position perfectly clear to you.

Ultimately we shall arrive at a certain figure as the credit balance in the triple account--one-third of this will of course be Shimpel Baba's share, and it is this amount that will have to be paid pending some satisfactory settlement of the funds owing to the B. C. Security Commission for the hospitalization of Mrs. Shimpel Baba. We would mention in passing that we have little doubt that the B. C. Security Commission will be willing to accept a very much lower figure than the \$2000.00 odd mentioned above, but some gesture by your brother, Shimpel Baba, should be made in settlement of these very heavy expenses incurred by the Commission.

We are forwarding a copy of this letter to Boboru Baba and Shimpel Baba that they may know exactly the position. Unless we hear to the contrary by June 20th, 1945 we shall assume that the furniture in the house was jointly owned by the three of you and the funds received for the sale of this furniture will be transferred to the triple account. All rentals of boats, sale of equipment of the Boat Works, etc., have already of course been credited to the triple account. At the moment the position of the four accounts is as follows:

Account 7602 - Shimpel Baba - has a credit balance of \$42.15, derived mainly from sale of furniture, in the old house.

Account 7601 - Tonio Baba - has a credit balance of \$643.75. (As previously advised you this account has been used as a general one and really should have been included with the triple account). This credit balance represents sale of lumber, rent of boats, and debts paid by Ira Hunt, Capt. Beckman, and Conulick & Durt, etc., less amounts paid for life insurance, of which you are already aware.

Account 5409 - Tonio Baba & - has a credit balance of \$331.90. This credit balance
& 7601 Boboru Baba represents some rentals from boats, rentals of the
(Joint Account) Boat Works and the balance of credit derived from the sale of the 1.60 acres owned by Tonio and Boboru Baba.

Account 7601 - Tonio Baba, - has a credit balance of \$401.75. This credit balance
5409 & 7602 Shimpel Baba, includes some rentals of boats, some rentals received
Triple Acct. Boboru Baba, by us for the renting of the Boat Works and funds derived from the recent auction sale of the equipment of the Boat Works.

From the remarks we have made above you will understand that the above figures do not represent the final position as we have now to make all necessary transfers.

7032/2, 7032, 5479

Mr. Emilio BABA

- 3 -

May 11, 1945.

We again repeat that if we do not hear from all three of you by June 20th, 1945, we shall deal with this matter on the lines set out above, and this is the last time we will write you before dealing with your affairs on the lines indicated. The writer is extremely disappointed that after all he has done to try to help you clear up matters we have had such lack of cooperation from the three of you. It is indeed very disappointing.

Copies of this letter are being sent by Air Mail to your two brothers, together with stamped and addressed airmail envelopes in the hope that they will reply, or at least that they will reply regarding the furniture, as it is you, Mr. Emilio Baba, only who has stated that the furniture belongs to the three of you, whereas the statement should come from the three of you.

Yours truly,

F. Doust,
Administration Department

FD/EA
cc to Roberto BABA
cc to Emilio BABA

Mr. P. Douet,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

JUN 18 1945

Box 264,
Chatham, ONT.,
June 9th, 1945

Dear Sir;

Of your letter of May 31st, 1945, the adjoining property of Boat Works you have sold recently for \$400.00, is not confirmed by us, and also the equipments you have sold from our Boat Works for the sum of \$433.45 which the amount is again not confirmed by us. You are aware that the furniture or household goods or anything in the Boat Works or in the old house is ours, namely Tomio and Noboru BABA.

We have been paid back from brother, George Shimpei BABA, by withdrawing from the Baba Bros. Boat Wks. and signing a Power of Attorney and the letter attached. Therefore, we have been paid back in full and settled everything for what we have rendered him of past years. The Power of Attorney has been signed on 8th of September, 1944, and the letter was signed on 23rd of September, 1944, therefore you must have received the Copy of Power of Attorney and the letter attached by not later than latter part of October, 1944. Therefore you are not holding a cent of our brother, Geo. Shimpei BABA's account. You are holding our accounts, Tomio and Noboru BABA. We are not interested and not paying any debts of anykind, or for Geo. Shimpei BABA's own affair.

We demand you to make the whole thing as joint account of Tomio and Noboru BABA as undersigned to this letter. There are no such thing as triple accounts.

Yours truly,

Tomio BABA,
Box 445,
Kaslo, B.C.

Tomio Baba
.....
Reg. 04092

Noboru BABA,
Box 264,
Chatham, ONT.

Noboru Baba
.....

7601/7602/509

23rd November, 1948.

W.F. Tyers Esq.,
Box 484,
Kaslo, B.C.

Dear Sir,

Receipt of your communication of the 13th inst. is acknowledged.

Your above-mentioned letter was not answered by this office due to our having just prior to receipt of same forwarded copies of the Agreement for Sale to Baba for execution. It was considered by this office that these documents would have been returned to this office by this time, and that we would then be in a position to forward Tomio BABA 50% of the funds received.

However, it is considered that Tomio possibly did not avail himself of Airmail facilities in order to expedite the obtainment of the necessary signature of his brother, Heboru.

It is regretted that this matter had to of necessity be held in abeyance at this office. Mr. Kyme having been away from the City for some considerable time, and the other three parties concerned in the purchase also being outside telephonic communication. Upon Mr. Kyme's return to Vancouver, it was considered that the most expeditious manner of disposing of the Agreement for Sale was to have Mr. Kyme represented as the sole purchaser, rather than await the time when all four could be present together.

Upon receipt of two copies of the Agreement, this office will forward to both Tomio and Harry Heboru Baba a cheque in the amount of \$500.00.

Yours truly,



J. Cuming
OFFICE OF THE CUSTODIAN

JC/..

7601/5409

Mr. Ross Kyme,
1694 W. 62nd Ave.,
Vancouver, B.C.

Dear Mr. Kyme,

3rd December, 1948.

RE: Pt 0.75 as n/l Sec 27
BSM/7W D.N.V.
CATALOGUE NO. 872

Attached hereto please find Statement of Adjustments in connection with your recent purchase of the above property, showing a balance owing by the purchaser of \$40.33 for Adjustments.

We are this day advising the Municipality of Richmond to forward direct to you all future tax notices etc.

In regard to the insurance now in force on the building and covered by Palatine Ins. Co. Ltd. through A.R. Austin & Co. Ltd., Policy No. 411076 expiring 27 May 1949, may this office be advised as to whether we should cancel the above policy, or whether you prefer that we have same endorsed over to you with the Custodian protected as his interests appear.

If the latter course is desired in re the fire insurance mentioned, may we please be in receipt of your cheque in the amount of \$40.33. If you desire to take out your own insurance, a cheque in the amount of \$11.11 to cover the remaining portion of the taxes will suffice.

Yours truly,

J. Cuning
OFFICE OF THE CUSTODIAN

JC/..

Encl. 1

22/12/48
Phoned Miss Kyme
& she stated her
father would come
to the office as soon
as possible

5409/7601

3rd March, 1949.

Mr. Tomio BABA,
Regn. No. 04092,
P.O. Box 445,
KASLO, B.C.

Dear Sir,

RE: Baba Boat Works under
Agreement for Sale to
Mr. Rene KIDG of 1694
W. 62nd Ave., Vancouver,
B.C.

Mr. Kyme visited this office on 1 March, 1949 and informed the writer that Mr. Wilson, the purchaser of the adjoining property, had been objecting to an encroachment of the above-noted building onto his property.

It would appear, from a sketch drawn by Mr. Kyme, that the Boat Works building encroaches on Wilson's land to an extent of approximately 1250 sq. ft., and that Wilson is asking an exorbitant price of Kyme for the encroachment. As this office is aware that Mr. Kyme will be writing you in this regard in the near future we have not enclosed a sketch of the encroachment herewith, considering that Mr. Kyme will undoubtedly supply you with all information in that regard.

The purpose of Mr. Kyme's visit to this office was to ascertain whether it was within our power to make some adjustment in the terms of purchase to compensate. Our position, as explained to him, was one in which we were merely acting in an administrative capacity--the terms and conditions of purchase were agreed upon between the principals prior to this office executing any documents. Therefore, if in your personal correspondence to Mr. Kyme you represented the property as not encroaching upon Wilson's land, it is considered that you might be liable for an adjustment. If, however, you did not specifically state that the property was free of encumbrances, Caveat Emptor would apply.

Prior to purchase by Mr. Kyme this office verbally informed him that we had heard that an encroachment did exist, and for that reason the Agreement for Sale contained the clause "The Vendors give no warranty whatever as to the condition or location of the buildings, or as to any encroachment of the buildings on land not owned by the Vendors".

..... /2

*Rough sketch att-
ached to copy of this
letter in file 7601/3*

3 March, 1949

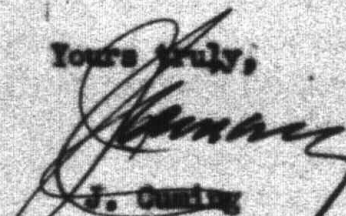
2/

From the remarks contained in the previous paragraph you will note that no legal responsibility exists whereby you might be made liable for any damages resulting from the encroachment, however if you feel that an adjustment is in order, it is requested please that you so advise this office in order that a proper document may be drawn up to cover. We might further advise that if you desire to recompense Mr. Kyme you should first procure from the Land Registry Office at New Westminster, B.C., such documents as would be necessary to satisfy your/self that an encroachment did exist and to what extent.

A copy of this letter is being forwarded to Mr. Kyme due to this office having written you at his request, and you may expect to receive full details from Mr. Kyme upon receipt of his personal communication.

In the event that you decide to make a further contract with Mr. Kyme, it should be remembered by you that it will also be necessary that your brother Noboru consents.

Yours truly,


J. Cuming
OFFICE OF THE CUSTODIAN

JC/..

c.c. Mr. Kyme

7601 - 5409

May 16th, 1949.

Registered Mail

Mr. Ross Kyme,
1694 W. 62nd Avenue,
Vancouver, B. C.

Dear Mr. Kyme:

Re: Insurance -
Baba Boat Works

The current Palatine Insurance Company Limited policy number 411076, in the amount of \$2000.00, expires at noon on May 27th, 1949, and as per your previous verbal request we shall permit you to place the renewal with a company and agent of your own choice.

The correct legal description of the property is as follows:

Part 0.75 of an acre more or less of Section
27, B5W/7W, Sketch 7773, District of New
Westminster, B. C.,

the civic address being Ft. of Shannon Road, Sea Island, B. C.

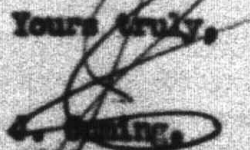
It will be necessary for you to show the beneficiary as yourself, plus the phrase "and the Secretary of State acting in his capacity as Custodian as his interest may appear".

The policy must be forwarded to this office for safekeeping until final adjustments regarding purchase are completed, and it is respectfully suggested that you request the issuing company to forward a Daily Report to this office with the original policy, and upon receipt the Report will be mailed to you for your retention.

As this office requires all property under purchase to be adequately covered by insurance at all times, it is requested that you attend to this matter at your earliest possible convenience.

May we also at this time direct your attention to our communication of January 27, 1949, in regard to an amount of \$12.77 outstanding and due as extra premium required on Palatine policy No. 411076.

Yours truly,


Office of the Custodian.

JC/ER

5409, 7601 & 7602

November 22, 1949.

Mr. Tomio Baba,
Box 445,
Kaslo, B. C.

Dear Sir:

Replying to your letter of November 16, received by this office on November 21, we wish to inform you that the full amount of the balance due under the Agreement has now been received together with the insurance premium adjustment.

Mr. Kyme has engaged Mr. E. G. Harris, a notary public, to prepare the Deed for execution by yourself and your brothers and who has requested that the following names be joined with his on the Deed:

Martin Dull
William Henry Waring
John Albert Kyme

According to information on file the original Certificate of Title is on deposit in the New Westminster Land Registry Office but if this is not correct, please advise us at once as the Certificate of Title must be produced for registration of the Deed to Mr. Kyme.

A statement of account is enclosed as requested, showing a credit balance of \$610.36 which will be forwarded in your care when the Deed has been approved by the Registrar of Lands.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM/AG
Enc. statement

5409, 7601 & 7602

November 28, 1949.

Messrs Macaulay, Nicolls, Maitland & Co. Ltd.,
General Insurance,
435 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Pearl Assurance Company Policy No. 117639

We enclose herewith Pearl Assurance Company Policy No. 117639 covering the building situated on Part of 0.75 acres of Section 27, B5N, R7W, S.D. No. 7773, Municipality of Richmond, District of New Westminster, for \$2000.00. The interest of the Secretary of State acting in his capacity as Custodian has been released and we would ask you to endorse the policy accordingly and deliver it to the Assured. The Address of Mr. Rene Kyme, one of the Assured, is 1694 West 62nd Avenue, Vancouver.

Would you kindly acknowledge receipt of this policy.

Yours very truly,

AGM/AC
Enc. policy.

A. G. McArthur,
Office of the Custodian.

2409
7601
7602

December 1, 1949.

Mr. R. Kyna,
1694 West 62nd Ave.,
Vancouver, B.C.

Dear Sir:

Re: Purchase of Baba Property,
Sea Island

We acknowledge with thanks your letter of November 30th enclosing 1949 Tax Notice showing taxes paid less the penalty which we note will be taken care of by you soon.

If Mr. Harris, Notary Public, is to effect registration for you as he gave us to understand, it will be necessary for him to produce evidence of the taxes having been paid in full. We understand that the Registrar of Lands requires a special certificate issued by the Tax Collector of Richmond, and we are therefore sending the receipted bill to Mr. Harris in order that he may be aware of the payment which you have already made.

Mr. Harris called in our office on November 24th and we gave him all the particulars necessary for him to complete the purchase, including the addresses of the Baba Brothers, to whom the documents should be sent for execution.

Yours truly,

A. G. McArthur
Office of the Custodian

AMH/CH

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10

Toronto, Ontario,
May 25th, 1948.

IN THE MATTER OF THE CLAIM OF
HARRY HOBORU NARA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

F.A. BREWSTER, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANFORD, Esq.,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

30

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H.M. Baba,
In Chief.
Discussion.

HARRY HOBORU BABA, the claimant herein, being
first duly sworn, testified as
follows:

MR. BREWIN: My lord, I think it should be called to your
Lordship's attention that in this particular case
this is a joint claim with Mr. Baba's brother, but
I have a copy of a note from Mr. Russell in respect
to the other file that the Toronto hearing should
come up before the Nelson hearing. His brother is
still in British Columbia.

10 THE COMMISSIONER: Is the claim on the sub-Commission list
for Nelson?

MR. BREWIN: Yes, my lord.

THE COMMISSIONER: Well, Mr. Secretary, will you communi-
cate with the Secretary at Nelson and advise him
that this claim has been heard here? Now, what is
the situation? Do you want further evidence called
in Nelson?

MR. BREWIN: Yes, my lord, because there are some matters
in which the brother in Nelson is claiming additional
20 amounts, in respect to a boat, I think it was, that
was his property and not joint property.

THE COMMISSIONER: I think a separate claim should be
filed by the brother in respect of the property
which was his alone, otherwise there will be
confusion.

MR. BREWIN: I am not familiar with the form in which
the brother claimed.

THE COMMISSIONER: Suppose you communicate with counsel
in Nelson in order to avoid confusion. I will treat
30 this as a joint claim covering joint property. It

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H.N. Baba,
In Chief,
Discussion.

might be as well to notify the Secretary that a separate claim will be filed by the brother in order to cover his separate property, apart from the property that is claimed for by this joint claim. Is that clear to you, Mr. Secretary?

THE SECRETARY: Yes, my lord.

10 MR. BREWIN: My lord, before I examine the witness, this claim really comes in three parts; first of all, in regard to land, and in that respect we are asking leave to reduce the claim by a thousand dollars. Your Lordship will see an item for goodwill there, and we are not pressing that part of it. So the claim is for \$1144.00 less the Custodian's credit which actually is \$400.00, making a claim of \$725.00, I think it is,

THE COMMISSIONER: \$744.00, is it not? Oh, you are abandoning this -- what is it, a fixture claim?

20 MR. BREWIN: My lord, the way it has been put in is that we are estimating the value at \$1125.00 for land, which is a slight variation. \$1125.00 less \$400.00.

THE COMMISSIONER: The net claim of \$725.00, is it?

MR. BREWIN: Yes.

THE COMMISSIONER: All right, proceed.

30 MR. BREWIN: Might I also point out there is a personal property claim that we are proceeding with on the back for house furnishings and so on and then, perhaps it is rather unorthodox, but there is a sheet attached which covers a claim in respect to machinery and equipment, lumber and hardware.

H.N. Baba,
In Chief.
Discussion.

THE COMMISSIONER: Yes, a total of \$2300.00.

MR. BREWIN: Yes, my lord.

THE COMMISSIONER: Very good. We have a three barrel claim then.

MR. BREWIN: Yes. In respect to each one of these claims, it is a joint claim for himself and his brother.

THE COMMISSIONER: What is the brother's name?

DIRECT EXAMINATION BY MR. BREWIN:

10 Q What is your brother's name, Mr. Baba?

A Tomi or Tomes.

Q And the first part of your claim it has to do with a store and residence. Where is that? I understand it is on Shannon Road on Sea Island, is that right?

A Yes.

MR. BREWIN: Perhaps your Lordship knows where Sea Island is.

THE COMMISSIONER: Yes, I know where it is.

20 MR. BREWIN: Q: You and your brother were the joint owners of that property, is that right?

A Yes.

Q I am afraid you haven't signed this, but is this the claim form that you prepared in respect to that property? A: Yes.

Q Would you mind signing it, please. What will be Exhibit 1, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

Q I see this says you paid a thousand dollars for it on June 20th, 1941. A: Yes. 21

30 Q Have you the deed to the property yourself?

A No.

Q Your brother would have that, would he?

A I think it is at the registry office.

THE COMMISSIONER: Is there any question about the title,
Mr. Hunter?

MR. HUNTER: I don't believe so, my lord.

MR. BREWIN: Q: And I see by the statement here that the
mortgage on the premises in 1942 amounted to
\$6,162, and at the date of sale in January, 1945,
it had been reduced to \$207.00. How much was the
mortgage for originally?

A Well it would be, I think it was \$200.00 down and
then since that.

Q The balance was secured by a mortgage, is that right?

A Yes, we paid the payments.

Q I see. The mortgage was given as part of the
purchase price, was it? You were to pay a thousand
dollars altogether?

A: Yes.

Q You paid \$200.00 down?

A: Yes.

20 Q And did you give a new mortgage for \$800.00?

A No. I don't know how they worked that.

THE COMMISSIONER: Well I think it is fairly clear. It
was either paid subject to a mortgage or it was
bought under terms of an agreement for sale.
Both procedures are adopted in B.C.

MR. BREWIN: Yes. I was rather anxious to get the
date of the mortgage, because somebody advanced
money on it.

THE WITNESS: No, nobody advanced money.

30 Q Nobody advanced money? It was the person who sold it

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H.M. Baba,
In Chief.

to you who got the mortgage?

A: Yes.

Q And apart from the information contained in this form, is there anything that you want to add about that property?

A: No.

Q Now, I think we will deal next with the claim in respect to personal chattels.

THE COMMISSIONER: Q: Just before we leave this, where was this store and dwelling?

A At the foot of Shannon Road.

10 Q How far is that from the airport?

A Oh, I would imagine about three-quarters of a mile from the end of the runway.

Q West?

A: West of the runway, yes.

Q Is Shannon Road the road that comes in from the approach to the airport in the direction of town, and then parallels the airport on the north side?

A Well, there is the main road running north and it is coming from that.

Q It comes off that?

A: It comes

20 off that.

Q Coming in from Vancouver you are going south toward the airport and swing off to the right on the side road?

A: Yes, past the airport.

Q What is Shannon Road?

A: Yes.

THE COMMISSIONER: I know where it is.

MR. BREWSTER: Q: In respect to your personal chattels and the machinery and lumber which you are claiming for, is this the claim form that you have prepared?

A Yes.

30 Q And are the facts set out there correct?

A Yes.

Q Would you sign that, please?

A Yes.

Q This form, Mr. Baba, includes attached to it a list of things for the beachhouse and the house and in the store, is that right, with values set against them?

A: Yes.

Q And are those fair valuations to your knowledge?

A Yes.

10 Q Then the personal chattel form gives more detailed information in regard to some of the larger items, is that correct?

A: Yes.

Q And I notice that in this form as originally drawn you show the estimated value of \$2,287.00, less sold by Custodian \$433.00. That appears to have been an error. The Custodian apparently actually sold them for \$1011.00, is that right? The Custodian apparently sold the items included in this claim for \$1011.00, not \$433.00?

20 A I never got the statement before that.

Q No, you never got the statement before, but from the claims analysis you have seen you have got the larger amount, is that right?

A Yes.

Q Therefore your claim in respect to that is shown in pencil on this exhibit as \$1276.00, and not \$1354.00, is that correct?

A: Yes.

MR. BREWIN: Could that be filed as Exhibit 2?

(STATEMENT MARKED EXHIBIT NO. 2).

30 Q Now, Mr. Baba, these things were left in, was it a

H. H. Deha,
In Chief.

boathouse or boat building?

A A boat building shop and repairing and storage.

Q And in respect to that you are making no claim at the present time?

A: No, not

for the property.

Q And as I understand it, the property has not been sold yet?

A: No, not as far as I know.

Q Not as far as you know and you have never been notified of any sale?

19 A No.

Q However, the sale of the machinery and the lumber -- it was sold apparently?

A: Yes.

Q And your claim is in respect to those items?

A Yes.

MR. BREWIN: Perhaps my friend would like to file -- it isn't awfully easy to follow, my lord -- the analysis of personal property claim in respect to the brother Tomco. I don't think there is an analysis in respect to this claimant.

20 MR. HUNTER: This is a joint claim.

MR. BREWIN: This is a joint claim, but the claim isn't identical. Well, at any rate, I think the analysis should be filed. That will give some information.

THE COMMISSIONER: Does the analysis relate to the brothers' separate claim to which you referred earlier, or does it relate to the joint claim?

MR. BREWIN: It seems to relate to both.

THE COMMISSIONER: This is going to make confusion worse confounded, as far as I can see.

30 You appreciate, when I get away from here, I will

9
H.M. Daba,
In Chief.

have no more assistance from the claimant and if the claim as set up before me looks like a joint claim, I do not know how I will distinguish between them.

MR. BREWIN: I am not relying on this analysis.

I am relying on the document I have already filed, my lord, but this shows some information of what the various items were sold for and if my friend can file it in some less confusing form, it would be better. It is all within his knowledge, not mine.

MR. HUNTER: This analysis was drawn up because the claims as filed showed no details whatsoever--neither of them. They were general claims and a lot of the items looked identical like machinery and equipment. The brother claims for equipment and I assumed it was a joint interest and drew it up accordingly. If it is not a joint interest then I would like it clearly defined what it is.

MR. BREWIN: My friend knows in respect to what items we are claiming. It is a joint interest, but on the brother's claim, which is not here at all, are some items in connection with the boat.

THE COMMISSIONER: I think counsel will have to collaborate so as to clarify the difference between the joint claim and the individual claim. Otherwise I do not know how I am going to determine, in the absence of counsel and claimant, which is which.

MR. BREWIN: My lord, as far as we are concerned, we are only claiming in respect to articles shown in the

H.M. Baba,
In Chief.

exhibit we have filed.

THE COMMISSIONER: Now I will give the Custodian an opportunity to file another analysis of personal property claim which can be filed at a later date. I don't want to put you to the trouble of preparing it, Mr. Hunter. I think it might be sent back to Vancouver to prepare a new analysis in the terms of the claim presented here.

MR. HUNTER: Very good, my lord.

10 MR. BREWIN: I think there were some letters I intended to point out but I won't do so. There are a number of items included in the personal property list that appear to be in the nature of fixtures.

THE COMMISSIONER: Deal with the claim on the basis of the material you are now filing. I am afraid if I receive the Custodian's analysis now, it will just add confusion.

MR. BREWIN: Yes, my lord.

20 Q I notice you have made some claims in regard to rails, Mr. Baba. What form were they in? Were they on the runways from the boathouse to the water, or at least the factory, perhaps it is, to the water? At Yes, there were. Some are loose and some are like on the timber, you see.

THE COMMISSIONER: Q: They will be for the purpose of hauling your vessel out from the water and getting them into a position where you can work on them in the plant? At Yes.

30 THE COMMISSIONER: On the face of it I would not think

H.H. Babs,
In Chief.

Discussion.

they were fixtures? It is true they would have to be affixed for the more convenient use of the place as a boat building plant.

MR. BREWIN: Your Lordship may know more about this.

There are two sets of marine ways at \$500.00.

THE COMMISSIONER: That is the same thing.

Q It is a wooden structure to which usually rails are attached, is that not it?

A Yes, and the car that goes on top of the rails.

10 MR. BREWIN: Q: I notice there are quite a few items here in which the Custodian realized more than you are claiming.

A Yes.

THE COMMISSIONER: I suppose the claimant will make a refund.

MR. BREWIN: I think that is all I have to ask now.

MR. HUNTER: It is submitted, my lord, the real property was sold for its fair market value. I presume no claim is being made for the boathouse, because it wasn't sold.

20

THE COMMISSIONER: All right, go ahead with your submissions and I will get what I want afterwards.

MR. HUNTER: It is submitted that the personal property sold was sold for its fair market value. Until a new analysis is made of the personal property, my lord, I don't feel in a position to make any other submission because I don't know the actual situation. The details of the claim weren't presented hitherto.

30 THE COMMISSIONER: I appreciate your difficulty.

H.N. Raba,
Discussion.

MR. HUNTER: I really can't give any help at all on that, but I will recommend to Vancouver that a new analysis be made in each case.

THE COMMISSIONER: May I suggest that when you do reach a conclusion as to any additional defences that you should notify the claimant's counsel in sufficient time so that he may get instructions before the Government defence is put in?

MR. HUNTER: Yes, my lord.

10 THE COMMISSIONER: Perhaps it would be more convenient to you if I asked my questions before you start your cross-examination.

Q Was this building in which the plant was set up situate on a dyke or was it on land you owned yourself?

A On our land. Right adjoining to the property which the Custodian sold.

Q It was on your own land?

A Yes.

THE COMMISSIONER: Is there any explanation, Mr. Hunter,
20 as to why it was never sold?

MR. HUNTER: We never had an offer, my lord.

THE COMMISSIONER: It is the kind of thing for which there might not be any market.

MR. HUNTER: They have tried to sell it. When I say they haven't had an offer, I presume they may have had some very low offer but never an offer that was satisfactory, anyway.

I would tender the appraisal of Coulthard, Sutherland & Company covering the 1.60 acre piece.
30 This is dated the 28th of April, 1944, and it says,

H.N. Baba,
Discussion.

"This property consists of 1.60 acres all in pasture and having a frontage on Shannon Road of 196.26 feet and a depth of 375 feet. It is at the South end of the Road and adjacent to the dyke. There is city light and water available. There is also an old dwelling 24' X 36' which is of no value and should be demolished.

VALUATION: Improvementsnil.

Land.....\$300.00.
\$300.00."

10 I tender that as Exhibit 3.

(APPRAISAL MARKED EXHIBIT NO. 3).

MR. HUNTER: There is an appraisal dated October 31st, 1944, of J.W. Fairhall in which he appraised both properties. He appraised the land and the boat building works at land \$225.00, and the buildings at \$1500.00. He appraised the vacant land, which was also appraised by Mr. Goughard at \$480.00. I tender that as Exhibit 4.

(APPRAISAL MARKED EXHIBIT NO. 4).

20 MR. HUNTER: The property was advertised for sale under catalogue No. 573 and it was sold on the approval of the Advisory Committee, given on the 16th of January, 1945, to William Herbert Wilson for \$400.00 as of the 30th of January, 1945.

THE COMMISSIONER: That relates only to the 1.60 acres, is that it?

MR. HUNTER: That is right, my lord, the vacant land.

MR. BREWIN: Was the house pulled down then?

MR. HUNTER: They hadn't considered it of any value.

30 I don't suppose it was pulled down. The 1943

assessment is land \$400.00, improvements nil,
total \$400.00.

THE COMMISSIONER: That obviously does not take into
account the boat building premises, does it?

MR. HUNTER: It is just for the vacant lot.

THE COMMISSIONER: \$400.00, was it?

MR. HUNTER: Yes. That sale to Wilson -- that was the
only offer which was received, my lord. I presume
your Lordship isn't interested in the other parcel,
seeing as it doesn't appear to come within the
terms of reference.

THE COMMISSIONER: No, I think not. It would be inter-
esting to know what efforts have been made by the
Custodian to find a market in the interval.
I suppose you have no instructions on that.

MR. HUNTER: All it says here is this portion of the
Baba property has a boat works erected on it and
has been advertised for sale and so far hasn't
been sold.

There is a report of Mathers on the chattels
and equipment in the place. There is quite a long
history to this thing. I don't know whether in
view of the fact that we are not filing an analysis
now that your Lordship cares to hear it.

THE COMMISSIONER: Well, I am more concerned in knowing
whether the claimant has had that information.
You have had the file, Mr. Brewin, I presume you
have read this document.

MR. BREWIN: No, my lord, I haven't. This document
wasn't in the file given to us. If you can get me

H.E. Baba,
Discussion.

a copy of it, it will perhaps save time.

MR. HUNTER: I only have the one here. These people who make up the files in Vancouver occasionally reserve things for my use alone which I don't think they should reserve. It should be in the file.

10 THE COMMISSIONER: I will make a direction that that be marked as an exhibit and handed to the Reporter, and the Reporter on preparing the transcript will make additional copies to be delivered to both counsel when the transcript is prepared and that will avoid the time that would be taken in reading it.

20 MR. HUNTER: Perhaps I should at this point make a statement on it because this is what we propose to prove later, and that is this Mather report, which is going in as Exhibit 5 has an inventory of the various things found at the time of the report which is June 1st, 1942. Originally Tomoe declared the boat works and household goods on his J.P. form on the 10th of May, 1942. Then there was this subsequent report dated the 1st of June, 1942, and Tomoe left the brother-in-law, Setsuoy Nakawa, in charge of the plant after evacuation, and a Captain Beckman of Harpole, and Roy Generous, of New Westminster, both had been given keys to the plant. Mather had prepared an inventory originally on May 22nd. Actually it took him three days to prepare, the 27th, 28th and 29th, of May, 1942. Well then, prior to the evacuation of Nakawa, he returned to the place and it looked rather

30

H.N. Baba,
Discussion.

bare of machinery and Mather considered that the articles missing were removed by Tomoe prior to his evacuation, and he also states he didn't measure the lumber but took Tomoe's figures, but he thinks only two-thirds of Tomoe's estimate was there.

10 Then there is a letter from Tomoe dated the 14th of June, 1942, in which he admits the removal of some machinery and confesses he couldn't remember everything. He visited Steveston about the 15th of July, 1942, when he removed a number of articles and that is after the date of this report of Mather's. He gave an undertaking originally to Mather that he wouldn't evacuate without advising him, and he did evacuate without advising him. Now whether it was his fault, or whether he was evacuated quickly I don't know, but I know he did evacuate quickly without advising Mather, and there is a possibility something might have disappeared between the time of his evacuation and Mather finding out about it.

20 There is quite a long story there, and the point I wish to make and give my learned friend notice of is that we shall probably contend that a number of things were sold by Tomoe; that is, a number were either sold or removed by him, and we shall also point out or at least submit that if anything was lost before we actually came into the picture and took custody, control or management, that our submission is we are not responsible for that.

H. N. Baba,
Discussion.

THE COMMISSIONER: I think in view of your statement, Mr. Hunter, it is desirable that this entire transcript and record should be sent on to the sub-Commission with a view to Tomco furnishing his answer at that time, because there will not be an opportunity for him to do so otherwise.

MR. HUNTER: I have already spoken to the Reporter about it, my lord. I think it should be done.

THE COMMISSIONER: I think it should be done.

10 Incidentally this is John D. Mather, is it?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: John D. Mather is a trustee in bankruptcy and has been for a great number of years, and is well known to me.

MR. HUNTER: I presume it is the same man. He did a lot of work for the Custodian from time to time.

Yes, it is J.D. Mather. That is all, my lord.

MR. BREWIN: My lord, I was going to ask my friend at
20 some stage if he had a copy on his file of a letter from S.M. Gibson to the Custodian dealing with the question of insurance on this property. I thought it might be of some possible help to you. It is dated the 8th of December, 1944.

Q Mr. Baba, do you know anything about a letter to the Custodian from Mr. Gibson dealing with the question of insurance on this property?

A Yes. I was with my brother at Kadi and I relocated to Ontario.

Q Would you mind speaking louder?

30- A I was in Kadi with my brother at first, that was in

H. H. Baba,
Discussion.

1943, and I was re-located to Ontario and the
Gustodien only sent the one letter to my brother,
you see, and he sent me that copy (indicating).

Q Your brother sent you this copy of the letter?

A Yes, that is a copy of a letter from Mr. Gibson.

Q Do you know who Mr. Gibson is?

A No.

THE COMMISSIONER: Q: Your brother is likely to have
the original of it, is he?

10 A Yes.

THE COMMISSIONER: That can be disposed of when the
brother is examined before the sub-Commission.

MR. BREWIN: Q: Yes. I take it, Mr. Baba, as far as you
were concerned, you were evacuated before your
brother? A: Yes.

Q And you can't assist us very much about what
happened after you were evacuated, except by
hearsay. Things were left as far as you were con-
cerned in your brother's hands?

20 A Yes, he was responsible for that portion of it.

THE COMMISSIONER: That is as far as we can go.

Mr. Baba, I want you to understand that I am
directing that this entire record be sent to the
sub-Commission at Nelson so that your brother
at the time he comes up to present his own per-
sonal claim will have the opportunity to meet the
situation that is raised by Mr. Hunter, the Govern-
ment counsel before me now.

THE WITNESS: Yes.

30 THE COMMISSIONER: So you should communicate with your

H.M. Baba,
Discussion.

brother and apprise him of what has transpired here.

MR. HUNTER: My lord, there is one further submission I neglected to make. In a letter of the 30th of June, 1942, Yomee Baba states he has a man looking after the property. Now, how far that goes, I don't know, but I feel in fairness to those who hire me that I should make the submission that the beathouse property and whatever else was there was left under the custody, control or management of someone other than the Custodian appointed by the owner, and accordingly only that property which came under the custody, control or management of the Custodian is within the terms of reference.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

J. P. Horrobin
"T.P. HORROBIN"
Official Reporter.

Name of Claimant **BABA, Harry Hoburn**Case **1004**

Custodian File

5409 (Joint claim with file 7602, Case 999)

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)		V.L.A. (except Mission Village)		V.L.A. Mission Village		Total		
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price		Total Award 125% of all Sale Prices % of Amount Total	
		200.00		6.25	(half interest)					206.25
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
							299.00			
TOTAL RECOMMENDATION										325.25

November 9th, 1950.

Mr. Harry Noboru BABA,
51 Kirk Street,
Chatham, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1084

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 ... \$325.26.

Cheque in your favour is enclosed for \$325.26
and we have paid the Co-Operative Committee .. Nil
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.