

76002

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 7602

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, ShimpeiHOME ADDRESS: Shannon Rd., Eburne, B. C.REGISTRATION NUMBER 02826 SEX: Male AGE: 31OCCUPATION: Fish Buyer & boat builder

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

EMPLOYER: SelfMARRIED? YesNAME OF WIFE OR HUSBAND: Etsu 5201ADDRESS OF WIFE OR HUSBAND: Same AddressNAMES 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: South Boundary of Section 27, Block 5,
North Range 7 West, in district of New Westminster, B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: Boat house 36 X 80 Ft. and
boat house 36 X 45 Ft.

3. INSURANCE (Give particulars; state where policies are) Bankers & Traders Insurance Co.
Policy No. 32 - 27164 for \$1000.00 on two boat houses. Insured to
May 27, 1943. Policy in own possession.

4. TAXES (Amount and where payable) About \$25.00 payable Municipality of Richmond,
1941 Paid B. C.

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

Brother Tomio and brother Noboru have one-third each.

6. OCCUPANCY AND LEASES (If vacant so state) Unoccupied Vacant

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Land Registry Office New Westminster
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. Brother's Tomio & Noboru
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. Dwelling house Shannon Rd., Burne, B. C.

2. LANDLORD'S NAME AND ADDRESS. Brother Noboru & Tomio.

Same Address

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:

One-third interest in equipment of boat house as per list attached

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. Brothers Tomio & Noboru one-third

interest in equipment of boat house

4. INSURANCE CARRIED ON ABOVE PROPERTY Fire Insurance Co. of Canada
Policy No. 460183 \$1000.00 on equipment of boat house.

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)
\$50.00 Victory Bond in own possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Monarch Life Insurance Co. \$1000.00 No. Unknown
Beneficiary brother Tomio In own possession.

10. INTEREST IN ANY ESTATES OR TRUSTS.

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: 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 4th day of May 1942.

(Signature)

G. S. Bate

W. A. Munro
Witness

FOR DEPARTMENTAL USE

P.D. 16/11/42
INFORMATION FROM R.C.M.P.

Date June 18th, 1943.

Our File No. 7602

Full Name BABA, Shimpei
(Surname in Block Letters)

Registration No. 02826

☒ Male - Female
(check)

Age Aug. 25th, 1910

Former Address Shannon Rd., Eburne, B.C.

875 Columbia Street, City.

Date Evacuated 4/5/42

Naturalized - Canadian-Born - National
(check)

Present Address

RR 5 Chatham, Ont

c/o R. H. Morrison, WINSTON, Ontario.

☒ Married - Single
(check)

Name of Wife nee (UJIYE) Etsu #12430

Name of Husband _____

Name of Mother nee (BABA) Hatsu(Dec'd) Name of Father Deceased

Names of Children under 16 _____

Requested by C. Girard

Registered with Custodian yes
(Yes or No)

Additional Information Fish buyer and boat builder. Owner of 2 boats 3833, 170685.

Is in partnership with brothers in 3/4 acre.

7602
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
JUN 29 1942

Registration Number 02826

HABA, Shimpei

Shannon Road, Eburne, D. C.

Acc. } 5409
 } 7601

REMARKS

This man was carrying on a business with two brothers, Tomio and Noburo and the matter has been fully reported on under Tomio Haba, Registration Number 04092.

I have made no additional charge in this matter.

June 26, 1942.

A. M. Mather

TEMPORARY REAL PROPERTY SUMMARY

JAPANESE NAMES: Tomio BABA Reg. No. 04092 File No. 7601
Hoboru 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, Burnaby, B.C.

LEGAL DESCRIPTION: 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 No. 7775 Municipality of Richmond in the District of New Westminster.

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

INCUMBRANCES: 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.

REMARKS: 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 Keesle, B.C. and Harry Hoboru 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 Hoboru BABA respectively."

We also quote the acceptance letter written by the two brothers, Tomio Baba and Harry Hoboru Baba, September 23, 1944:
"We the undersigned brothers, Tomio BABA of Keesle, British Columbia, and Harry Hoboru 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 claims 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. E. 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.

* 873
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 dykesmen 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 $\frac{1}{4}$ 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

NO.

02826

NAME

BABA, Shimpel

FILE NO.

7602

(See also Files 5087, 5409 & 7601)

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Bankers & Traders Insurance Company	<i>Renewed - Pol. # 2214120 - Palatine Ins. Co.</i> 32-29031	\$1,000.	May	27	1943	Blk. 5N, Apg. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond, B.C.
Lumbermen's Insurance Company	<i>Renewed - Pol. # 2214120 - Palatine Ins. Co.</i> 9-5713	\$500.	May	27	1943	Blk. 5N, Apg. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond, B.C.
Wellington Fire Insurance Company	<i>Renewed - Pol. # 2214120 - Palatine Ins. Co.</i> 327273	\$100.	May	27	1943	Blk. 5N, Apg. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond, B.C.
Palatine Insurance Company, Ltd.	<i>Renewed - Pol. # 2214120 - Palatine Ins. Co.</i> 384150	\$2000.	May	27	1944	Blk. 5N, Apg. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond, B.C.
Palatine Insurance Company Ltd.	<i>Renewed - Pol. # 2214120 - Palatine Ins. Co.</i> 394436	\$1,000.	May	27	1945	Blk. 5N, Apg. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. Richmond, B.C.
Palatine Insurance Company Ltd.	399634	\$2000.00	May	27	1946	Blk. 5N, Apg. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. of Richmond, B.C.
Palatine Insurance Company Limited	384436	\$1,000.00	May	27	1945	Blk. 5N, Apg. 7W, Pt. Sec. 27, on Fraser River, end of Shannon Rd., Sea Is., Nun. of Richmond, B.C.

5409
7601
7602

December 1, 1949.

Mr. R. Kyme,
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

AGM/CN

5409
7601
7602

December 1, 1949.

Mr. G. E. Harris,
Notary Public,
2891 West 33rd Ave.,
Vancouver, B. C.

Dear Sir:

Re: Part 0.75 ac. M/L Sec. 27, BSN,
R7E, S.D. 7773, D.N.E.

We enclose herewith copy of 1949 Tax Notice covering the above described property, showing the current taxes paid less \$3.71, being the amount of the penalty.

We received this today from Mr. R. Kyme, and are advising him that this is being forwarded to you, but that the Registrar of Lands will require a certificate from the Municipality showing the full amount of taxes to have been paid.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM/jc
Encl.

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 Kys, one of the Assured, is 1694 West 62nd Avenue, Vancouver.

Would you kindly acknowledge receipt of this policy.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC
Enc. policy.

5409, 7601 & 7602

November 25, 1949.

The Registrar,
Land Registry Office,
New Westminster, B. C.

Dear Sir:

Re: Part 0.75 of an acre more or less of
Section 27, Block 5 North, Range 7 West,
As shown on sketch deposited No. 7773.

We enclose herewith Certificate in duplicate
vacating the interest of the Custodian in the above-described
property.

Would you kindly file this Certificate and return
the duplicate to this office marked with the date and number
of filing.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC
Enc. Certificate.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE

PLEASE REFER
TO

FILE NO. **5409**

7601

7602

VACATING CERTIFICATE

The Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943), by his duly authorized and lawful Deputy, hereby vacates the Certificate of Vesting registered in the Land Registry Office of the Land Registration District of New Westminster at New Westminster in the Province of British Columbia, on the 29th day of June 1942, as No. 24213, and certifying that the interest of TONIO BABA, GEORGE SHIMPEI BABA, & MURURO BABA in Part 0.75 of an acre, more or less, of Section 27, Block 5 North, Range 7 West, as shown on sketch deposited No. 7773, District of New Westminster, B. C., together with the interest of any other person of the Japanese race in the property above described, is vested in the Custodian, and hereby relinquishes and releases any right which he the said Custodian may have in the said property by virtue of the Vesting in him of the interest of the said TONIO BABA, GEORGE SHIMPEI BABA, & MURURO BABA, together with the interest of any other person of the Japanese race.

DATED at Vancouver, B.C. this 29th day of November A.D.1949.

F. G. Shears

(F. G. SHEARS)

Authorized Deputy of the Secretary
of State and/or Custodian.

REVENUE OF ACCOUNT Tomio (7601). Noboru (5499) and Shimpel (7602) BABA as at 17 November, 1947

1942

Proceeds sale of boat to JH Todd & Sons,
do ck to Tomio BABA

\$ 256.25

\$ 256.25

A1

B.C. Benefit Assn. payment

Legal fees do

100.

2500.

Ck to Shimpel, Noboru and Tomio BABA

2400.

Simpson-Macpherson: payment of mortgage

110.91

Monk: payment of acct

60.

Sproulet: payment of acct

10.50

Casulick & Burt: payment of acct

50.

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.

A pprelising 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

688.

Beckman: payment of acct

196.34

Simpson-Macpherson: payment of mortgage

7.25

Simpson-Macpherson: Bal Interest on mortgage

192.11

Collector Customs & Excise: Tax arrears

10.

A.R. Austin Ltd: Supervision of storage of launches
& erecting "No Trespassing" signs

49.88

Mun. of Richmond: Taxes

300.

Monarch Life Assce Co: payment of premium

1944

Valuation fee

12.50

Advertising fee

68.20

Insurance premium - Boat Works

79.

Valuation fee - Boat Works Equipment

31.30

Mun. of Richmond: Taxes

98.91

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: Steveston No.21

53.46

CARRIED FORWARD.....\$4492.74

\$5934.11

BROUGHT FORWARD.....\$4492.74

\$5334.11

A2

1945

Fire Insurance - Boat Works

Advertising
Caretaking
Valuation fee

18.40
70.56
50.
20.

100.

Proceeds sale of Boiler
Proceeds Auction: Sea Island #1

43.

433.45

Fire Insurance - Boat Works
Refund BCFR Security Deposit

Proceeds Auction: Stevenson #26

1.16
10.93
7.46
10.30
400.

do do 28
do do 29

Sale Price - vacant land Shannon Rd
Charge for: valuation

10.

Advertising

4.

3.50

transmission fee

207.

mortgage

90

Monarch Life Assoc: payment of arrears

129.60

Mon. of Richmond - taxes 1945

27.50

1946

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

90.

Re-valuation of Boat Works

5.

Fire Insurance: Boat Works

43.

Monarch Life Assoc: payment of premium

750.

Mon. of Richmond: taxes 1946

30.

1947

Fire Insurance: Boat Works

43.

Mon. of Richmond: taxes 1947

38.43

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

\$5986.63
400.78

\$6387.41

\$6387.41

\$6387.41

20/..

Shimpel BARE (7602)

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

B

1944 1945		DEBIT	CREDIT
	Proceeds of Auction Steveston # 21		53.46
	do		10.93
	do		7.46
	do		10.30
	Refund of HCR Security Deposit		1.16
	14/8/45 TRANSFERRED TO JOINT ACCOUNT 5409	83.31	
		83.31	83.31

Tonio BABA (7601)

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

B

1942

Simpson-MacPherson's mortgage
Monk: payment on acct
Sprout: payment on acct.
Cosulick & Burt: payment on acct
Beckman: payment on acct
CNR Compensation

110.91

60.
10.50
50.
80.
50.

1943

Simpson-MacPherson's Bal. int on mortgage
Collector Customs & Excises: tax arrears
A.E. Austin: storage of launches and signs
Mon. of Richmond: taxes
Monarch Life Assoc: premium
Monk: payment on acct
North Arm Towing: payment on acct
Cosulick & Burt: payment on acct
Beckman: payment on acct.
Simpson-MacPherson's payment on mortgage
Fire Insurance: Boat Works
Valuation fee: Boat Works equipt.
Mon. of Richmond: taxes
Simpson-MacPherson's mortgage
Monarch Life Assoc: premium
Monk: payment on acct
Rents collected: Boat Works
Beckman: final payment on acct
Proceeds sale of lumber

196.34

79.
31.80
38.81
214.69
400.

130.
100.
335.
688.

1944

Simpson-MacPherson's mortgage
Monk: payment on acct
Rents collected: Boat Works
Beckman: final payment on acct
Proceeds sale of lumber

160.
150.
120.
400.

1945

Fire Insurance: Boat Works
Advertising
Caretaking
Valuation fee
Proceeds sale of boiler

14/8/45 TRANSFERRED TO JOINT ACCOUNT 5409

733.75

42483.50

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

B

	DEBIT	CREDIT
1942 Cert. of Incumbence	\$ 1.	
1943 Rents collected: Boat Works		50.
1944 Value tion fee	12.50	
Advertising	68.20	
1945 Fire Insurance: Boat Works	43.	
Proceeds Auction: See Island #1		433.45
11/8/45 TRANSFERRED TO JOINT ACCOUNT 5409	358.75	
	<u>0 483.45</u>	<u>483.45</u>

THIS DOES NOT INCLUDE \$2000. RECEIVED FROM B.C. BENEFIT AGEN. FROM WHICH LEGAL FEES OF \$100. WERE DEDUCTED AND THE BALANCE PAID TO ALL PARTIES IMMEDIATELY UPON RECEIPT

File Nos 5409 & 7601
R-6. Nos 04092 & 04065

Tomio and Noboru HABA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 November 4	Rents collected	1.76	13.50	
	Commission	1.00	11.25	
December 3	Land Registry Office - Certificate of Encumbrance			
1943 February 2	Rents collected	2.00	40.00	
March 2	Commission	.45	9.00	
April 3	Rents collected	.06	1.50	
May 3	Commission	.36	6.75	
May 27	Insurance premium	50.00		
August 6	Appraising lumber	13.00		
September 3	Rents collected	.33	6.75	
October 4	Commission	.37	7.50	
	Rents collected			CR \$ 26.90
1945 January 30	Sale price - Shannon Road	10.00	400.00	
	Charge for valuation	4.00		
	advertising	3.50		
	transmission fee	207.00		
	mortgage	.90		
	taxes to Jan 29/45	129.60		
August 13	Payment of arrears under policy 88970 <i>Home Life</i>		358.75	
August 14	Transferred from triple a/c 5409, 7601, 7602		733.75	
	" account 7601		63.31	
	" account 7602			
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 # 396476 <i>Fire & Marine</i>	43.00		
July 25	1946 taxes	30.00		CR \$1,202.21
October 3	Premium on insurance policy of <i>Manoach</i>	750.00		
October 10	Rent of Boatworks to July 31/46		30.00	
1947 May 12	Premium on insurance policy	43.00		
September 3	1947 taxes	38.63		

Accounting Department

CR \$ 400.78

Detail Schedule

- Page 3 -

June 28, 1947.

Japanese declaration,
- Cont.

Inventory by J.D. Mather
- Cont.

Goods appraised by
Galbraith on Aug. 22/44
in addition to those
inventoried by Mather

Auctioned

Other disposition

Inventory for Post House (1/3 Int. - Tomio, Noboru & Shinsuke)

48 Post Clamps	28 Post Clamps	20-23/3/45	Bel. missing
6 Door clamps	1 Boat Clamp damaged	---	No value
10 Lengths extension cord (50' each)	4 Door clamps	---	Missing
	3 Lengths extension cord (50' each)	---	Taken by Tomio 30/6/42
	7 Extension cords	---	No value
1 Pipe vise	1 Pipe vise	23/3/45	
1 Bench vise 'Hercord'	1 Bench vise 'Hercord'	23/3/45	
1 Fog light	1 Fog light	23/3/45	
1 Set large pipe dies)	---	---	
1 Set small pipe dies)	---	---	
1 - 5' gooseneck bar	1 - 5' gooseneck bar	23/3/45	Missing
1 - 3' gooseneck bar	1 - 3' gooseneck bar	---	Taken by Tomio 30/6/42
2 Lengths garden hose (50' each)	2 Lengths garden hose (50' each)	---	Given 1 to Friend June 30/42, 1 not located.
20 Pa. 1/2 galv. chain	20 Pa. 1/2 galv. chain	23/3/45	
2 Coleman double burner gas stove	2 Coleman double burner gas stove	---	
1 - 6" circular saw	1 - 6" circular saw	1-23/3/45	1-Not located
1 - 26" bandaw with beltage	1 - 26" bandaw with beltage	23/3/45	
1 Box machinists tools	1 Box machinists tools	23/3/45	Taken by Tomio 30/6/42
2 Sledge hammers	2 Sledge hammers	1-23/3/45	1 Not located
1 Set 146616 Giant tap and dies	1 Set 146616 Giant tap and dies	---	Missing
1 Helm Turner hydraulic jack	1 Helm Turner hydraulic jack	---	Returned to Friend by Tomio 30/6/42.
1 Power winch with 300' x 1/2 cables	---	---	Never Found
1 Peltranks horse Type 2-6 H.P. stationary engine	1 Peltranks horse Type 2-6 H.P. stationary engine	23/3/45	
1 Buick stationary engine	1 Buick stationary engine	23/3/45	

P.T.O.

June 28, 1947.

Detail Schedule

<u>Japanese declaration</u> - Cont.	<u>Inventory by J.D. Mathew</u> - Cont.	<u>Goods appraised by</u> <u>Galbraith, Cont.</u>	<u>Auctioned</u>	<u>Other disposition</u>
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	23/3/45	Missing
1 - 2" auger 24" long	1 - 2" auger 24" long	—	23/3/45	Missing
1 - 4" Paltrunks scale	1 - 4" Paltrunks scale	1 Paltrunks 8/4 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)	—	—	Sold by Custodian to J.W. Matheson - Nov. 8/43.
1 Pc. 1 1/2" Bronze shaft	1 Pc. 1 1/2" Bronze shaft	—	—	Missing
2 Length 1/2" galv. pipe	2 Length 1/2" galv pipe	—	—	"
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" galv. half oval iron	1 Length 1" galv. half oval iron	—	—	"
1 Star Transmission	1 Star Transmission	—	—	"
1 Star rear end	1 Star rear end	—	—	"
1 Ring Dot seal stone	1 Ring Dot seal stone	—	23/3/45	Missing
3 Satach blocks	3 Satach blocks	—	—	"
5 Pos. hardwood	5 Pos. hardwood	—	—	"
600' 1x3 fir flooring	600' 1x3 fir flooring	—	—	"
600' 1x3 cedar flooring	600' 1x3 cedar flooring	—	—	"
150' 3x3 cedar V joint	150' 3x3 cedar V joint	—	—	"
1000' 1" cedar boat lumber	1000' 1" cedar boat lumber	—	—	"
400' 1x6 clear fir lumber	400' 1x6 clear fir lumber	—	—	"
300' 1 1/2" cedar boat lumber	300' 1 1/2" cedar boat lumber	—	—	"
300' 2x12 & 2x4 clear fir	300' 2x12 & 2x4 clear fir	—	—	"
3500' select common yellow cedar	3500' select common yellow cedar	—	—	"
9 Bds. 1 1/2" x 4" cedar flooring	9 Bds. 1 1/2" x 4" cedar flooring	—	—	"
2 Pos. 6x12x30' fir beam 2 Pos. 6x12x30' fir beam	2 Pos. 6x12x30' fir beam 2 Pos. 6x12x30' fir beam	—	—	"

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

Shipped Nov 14/43.
P. 20.

June 28, 1947.

<u>Captal Schedule</u>	<u>Inventory by J.D. Mather</u>	<u>Goods appraised by</u> <u>Gallbraith, Com'r.</u>	<u>Auctioned</u>	<u>Other disposition</u>
<u>Japanese declaration</u> <u>- Cont.</u>				
5 Bldgs. shingles	5 Bldgs. shingles	—	Not Located	Missing
12 - 2nd hand tires	12 - 2nd hand tires	—	23/3/45	Missing
2 Blistens tanks	2 Blistens tanks	1/3 barrel bostons	23/3/45	Missing
1 Set respirator	1 Set respirator	—	23/3/45	Missing
1 Stand for drill press	1 Stand for drill press	—	23/3/45	Missing
6 Length 20 lb. falls	6 Length 20 lb. falls	—	23/3/45	Missing
8 Length 16 lb. falls	8 Length 16 lb. falls	—	23/3/45	Missing
6 Length 12 lb. falls	6 Length 12 lb. falls	—	23/3/45	Missing
2 Sets Marine ways	2 Sets Marine ways	—	23/3/45	Missing
	10 Carbons boxes with	—	23/3/45	Missing
	cooking utensils	—	23/3/45	Missing
	3 Stocks with 1 die each	1 Hand pipe stock with 1" die	23/3/45	Missing
	2 Mattresses	—	23/3/45	Missing
	1 - 8" jack screw	—	23/3/45	Missing
	1 Table for circle saw	1 Saw table 10x14 with 6" saw	23/3/45	Missing
	2 Boxes old magazines	—	2-23/3/45	Missing
	3 - 5 Gal. galv. tanks	3 - 5 Gal water cans	2-23/3/45	Missing
	1 Carriage saw with house-	—	2/2/45	Missing
	hold effects	—	2/2/45	Missing
	8 Pos. galv. rods	—	23/3/45	Missing
	1 Pos. 1/2" galv. pipe	—	23/3/45	Missing
	1 Pos. 1/2" galv. pipe	—	23/3/45	Missing
	1 Roll cement wire	—	23/3/45	Missing
	1 Small counter scale	—	23/3/45	Missing
		1 Lot carburetors, magnets, coils, etc. (all more or less junk)	23/3/45	Missing
		1 Butterfield pipe dies, handles only	23/3/45	Missing
		1 Box sockets, no handles	23/3/45	Missing
		1 1/2" shackle & thimble	23/3/45	Missing
		36" of 1 x 1 1/4 mild steel	23/3/45	Missing
		38" of 1" brass tubing	23/3/45	Missing
		25" of 1" brass tubing	23/3/45	Missing
		60" of 1 1/2" shaft	23/3/45	Missing
		60" of 1-7/16" shaft with 67 flat sprocket	23/3/45	Missing

Quoted Schedule

Japanese declaration
- Conts.

Inventory by J.D. Mather
- Conts.

- Page 6 -

June 28, 1947.

Goods appraised by Gallbraith, Conts.	Auctioned	Other disposition
56' of 1 1/2" shaft (rusty)		Missing
1 C.I. 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.I. wheels 1 1/2" x 5"		"
40' of 3/4" 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" wrenching 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 Caulking hammer		"
1 - 5" wood rope blocks		"
1 Bar flat iron 1"x50"		"
7 Small wooden blocks	23/3/45	
2 Coleman fuel tanks		
10-24 with air gauges	23/3/45	
1 Stern 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 Lat hammer heads & wrenches	23/3/45	
1 Pr. 9" boat oars		Missing
1 Buck-inoperational	23/3/45	
2 Life jackets	23/3/45	

P.T.O.

Gravel Schedule

- Page 7 -

June 28, 1947.

Japanese declaration Inventory by J.D. Mather

Goods appraised by
Calbraith, Cont.

Auctioned Other disposition

40 lbs. wired nails	23/3/45	Missing
25 lbs. shingle nails	23/3/45	"
1 Box fish hooks	23/3/45	"
12 Porcelain tubes & elects (electrical)		
1 Rabbit scraper		
1 Wire brush		
1 nails	23/3/45	Missing
11' of 3"x3 ply rubber belt		"
1 - 1-11/16" set collar		"
1 Grease gun		"
1 #55 saw belt		"
2 Pre. rubber boots	23/3/45	Missing
1 Hatbox	23/3/45	"
11' of 1 1/2" rubber belt		
1 Edwards Bell transformer 110V		
1 G.E. Bell transformer 110V		
1 Box brass pins	23/3/45	Missing
1 - 1 1/2" dolly box	23/3/45	"
500 - 1/2" deck plugs		
25 lbs. beads		
4 Port lights	23/3/45	Missing
1 Slight feed roller		
1 Box, 16 only 10 x 12 window glass	23/3/45	Missing
1 - 31 x 66 work table		
1 - 12 light reflector with 24' extension cord		
4 1/2" #442 riveted chain	23/3/45	Missing
1 #2 wing pump, damaged		
1 Caulking mallet	23/3/45	Missing
1 Ship scraper		
105 Planks	23/3/45	"
1 Dory anchor	23/3/45	Missing
1 Box pipe fittings	23/3/45	"
5 Pen. pipe fittings, galv.		
2 Circular saws 11" & 15"	23/3/45	Missing
1 Box 3 way cutters	23/3/45	"
2 Coarse hand planer blades	23/3/45	"
3 Brass deck plates	23/3/45	"

Detail Schedule

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

- Page 8 -

June 28, 1947.

Goods appraised by
Gallbraith, Cont.

Auctioned Other disposition

1 Lot $\frac{1}{2}$ x 8 x $\frac{1}{2}$ x 6 carriage bolts & nuts		
5 Assorted augers 9/16, $\frac{3}{4}$, 1 1/16, 1" & 1 1/8"	23/3/45	Missing
1 Tin box hand taps & dies	23/3/45	
2 Single electric plates	23/3/45	

Goods inventoried in Boat
Horns by Mr. Spain in

addition to BABA declaration

1 Hobbin & Myers generator
(motor) about 1 H.P.

1 Carpenter's wood bench vice	23/3/45	Missing No value, broken
-------------------------------	---------	-----------------------------

1 Band saw

1 Long level

1 revolution indicator

1 Broken pipe

1 Glaxon

6 Good shovels

1 - 10 Gal. tank

1 Ampere meter

3 Store lanterns

1 Band truck

1 Band saw blade

1 - 50 Gal. galv. tank

Not located.

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

E. Lavery
E. Lavery.

SUMMARY TAKEN FROM VESSELS RECORDS

Date: October 27, 1944
Name: BABA, George Shumpei Reg. No. 02826 File: 1602
Boat File No.: JFVDC 849
Name of Vessel: "T.M.B.#1", 38'x9.7'x4.3'(1938) National Diesel 34 BHP
Lic. or Reg. No.: New Westminster 170,685
Naval No.: NW.037-N
Owner's Valuation: \$4,000.00
JFVDC Valuation: None
Custodian Valuation: None LLOYD'S VALUATION: \$4,000.00
Date of Sale: Requisitioned - Invoiced Aug. 10, 1942
Purchaser: British Admiralty Technical Mission
Signature on Sales Papers: No copy
Selling Price: \$4,000.00
Paid to JFVDC on ~~Requisition~~: 4,000.00
Supervision Costs: 45.00
Balance due Owner: 621.12 (To satisfy mortgage-Tyee Machinery Co.Ltd.)
3,333.88
Paid to: Tomio BABA, Sept.21,1942, on authority of G.S.
(Baba.)
Location of Boat at Sale: New Westminster
Claims Against Canadian Govt.:
Claim-Star Shipyard Job 125- \$1.79 (Paid)

Additional Information:

fm

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Baba Shunpei

File No. 7602

Kaslo, B.C.

Reg. No. *02826*

Company Monarch Life

Agency Vancouver

Policy No. 88570

Premium - \$ 46.25

Payable: Annually, Semi-annually or monthly

Month September Day 20

REMARKS:

Letter sent 8/9/43

MEMORANDUM

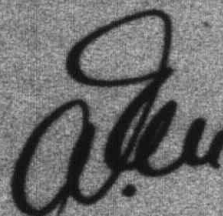
November 24, 1949.

Mr. G. E. Harris, Notary Public, 2891 West 33rd Avenue, Telephone KE. 9120, 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 Shinspei 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 born 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.



ACM/AC

MEMORANDUM

Files 4509, 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 2996 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.

AGM/AG

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

Tomlo BABA
Hoborn BABA

File No. 5409 & 7601
Reg. No. 04092 & 04085

Date	Particulars	Debit	Credit	Balance
1948 April 17	Balance as per statement sent	\$	\$ 397.78	CR \$ 397.78
September 17	1948 taxes	39.75		
November 27	Proceeds sale of property closing adjustments		1,000.00 40.33	
November 26	Cheque to Tomlo BABA Cheque to Hoborn BABA	500.00 500.00		
1949 September 29	Balance under Agreement for Sale Interest		200.00 12.00	
		<u>\$1,039.75</u>	<u>\$1,650.11</u>	

CR \$ 610.36

Accounting Department
November 24th, 1949

5409,
7601
7602

September 29th, 1949

Mr. Rene Kyma,
1694 West 62nd Ave.,
Vancouver, B. C.

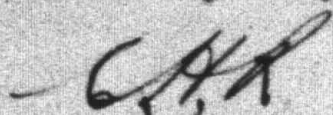
Dear Sir:

We beg to acknowledge receipt of your cheque for \$212.00 being in payment of balance of principal and interest due under Agreement for Sale on property Part 0.75 acres more or less, Section 27, Block 5 N, Range 7 W, Sketch 773, District of New Westminster.

There is, however, the sum of \$12.77 due by you to cover additional premium on insurance as outlined in our letter to you 27th January, 1949 and referred also in our letter of May 16th, 1949. We would appreciate your giving this matter your attention.

Will you please advise us in whose names the property is to be registered furnishing us with their full names, occupations and addresses.

Yours very truly,


C. H. Reed
Office of the Custodian

CHR:EK
Encl.

5409/7601

19th March, 1949.

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

Dear Sir,

Receipt of your communication of 10th March, 1949 is acknowledged, and we trust that you have advised Mr. Kyme of your decision.

In answer to your postscript query, the property sold to Wilson was not surveyed prior to sale, and this office has always included in any document of sale the clause quoted by you in your above-mentioned letter -- "The Vendor gives no warranty etc".

Mr. Kyme was verbally advised by this office that we had heard that an encroachment did exist, and he therefore should have had the property surveyed prior to purchase.

This office might add further that whatever arrangement or argument Kyme has with Wilson to clarify the situation, that arrangement will of necessity have to be created between those two parties. This office is entirely disinterested.

Your remarks to the effect that you require Kyme to live up to the terms of his contract with you have been noted, and this office will administer the account as per your request.

Yours truly,

J. Cuming

OFFICE OF THE CUSTODIAN

JC/..

5459/7602/7602

~~RECEIVED~~

26th November, 1948.

Mr. Tunde BABA,
Rags No 04092,
Box 445,
KABLO, S.G.

Dear Sir,

Re: Part 0.75 of an acre more or
less of Sec 27, BSM/7N, Sketch
7773, Dist. New West'r., S.G.
Catalogue Number 572.

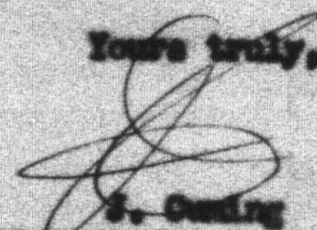
Agreement for Sale in triplicate having been
received at this office duly executed by yourself and brother
Noboru, and by yourself under Power of Attorney for George
Shing of BABA, we enclose herewith our cheque in the amount of
\$500.00.

A cheque in a like amount is being despatched
this date to Noboru BABA together with a copy of this letter for
his information.

The original of the Agreement for Sale has been
forwarded to the purchaser, Mr. Rene KIDK, and the duplicate copy
is enclosed herewith for your retention. The triplicate copy will
be held at this office for our records.

It is requested that the parties concerned acknowledge receipt of the above-noted cheques.

Yours truly,


J. C. Goring
OFFICE OF THE CUSTODIAN

JG/..

Encl.: T. Baba Agreement for Sale
Cheque \$500.00

B. Baba Cheque \$500.00
S.G.

5409/7601/7602

REGISTERED

26th November, 1948.

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

Dear Mr. Kyme,

Attached hereto please find Original of Agreement
for Sale dated 20th September, 1948 made between yourself and Tomio,
George Shinsai and Harry Noboru BABA in re the purchase of 0.75 acres
n/1 Sec 27, R5N, R7W, Sketch 7773, Dist. of New Westminster, B.C.

The above document having been duly executed by
Noboru Baba and Tomio Baba, with Tomio exercising Power of Attorney
for George Shinsai Baba, same is forwarded to you for your retention.

May all future communications in re this Agreement
for Sale be forwarded to this office please.

Yours truly,

J. Goring
OFFICE OF THE CUSTODIAN

JG/..

5409/7601/7602

25th November, 1948.

TO: Accounting Dept.
FROM: Admin. Dept.
RE: Tomie BABA File 5409
 Noboru BABA 7601
 George Shimpei BABA 7602

Part 0.75 ac n/1 Sec 27 Blk 5N Rge 7W Sketch 7773 Dist. New Westminster, B.C. registered in the names of the three above-noted Japanese was sold as of 20 Sept 48. Tomie and Noboru BABA held Power of Attorney granted by George Shimpei BABA by which all funds accruing from the sale are divided amongst Tomie and Noboru proportionately.

It is requested please that funds in the amount of \$1000.00 presently held in Property Suspense Acct. be transferred to the open credit of Tomie and Noboru in their joint account No. 5409/7601

TERMS OF SALE ARE AS FOLLOWS:

DATE OF SALE 20 Sept 48

PURCHASE PRICE \$1200.

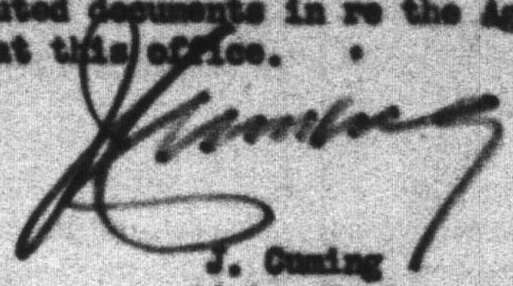
TERMS OF SALE \$1000. cash (now received) and the balance of \$200. under Agreement for Sale due and payable on 20 Sep 49 with interest at 6% per annum

OR

if the balance of account \$200. is paid within six months of the date of the Agreement, the rate of interest to be 3%.

DATE OF AGREEMENT FOR SALE 20 Sept 48

EXECUTION OF DOCUMENTS Properly executed documents in re the Agreement for Sale are now held at this office.


J. Guming
Admin. Dept.

JG/..

7601/7602/5409

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. Owing
OFFICE OF THE CUSTODIAN

JQ/..

5409/7501/7502

19th October, 1948.

Mr. Hans KIRK,
1692 W. 62nd Ave.,
Vancouver, B.C.

Dear Sir,

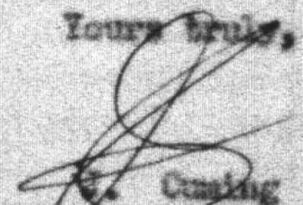
A communication has been received by this office today from a Mr. W.F. TYERS of Kaslo, B.C., who signs himself as agent for Tomio BABA.

The above letter notes that it would be inconvenient for Tomio BABA to have the necessary documents drawn up at Kaslo, due to the fact that the nearest solicitor is located at Nelson, B.C. Mr. Tyers has requested that we take care of relevant documents.

Mr. Tyers has also suggested that it might be more to your satisfaction to pay the balance of \$200.00 at this time — thereby saving yourself the \$5.00 registration fee plus interest on the \$200. involved.

In view of the above suggestion, may this office be advised by 'phone at your earliest convenience please, and upon receipt of your advice in the matter this office is prepared to execute either the Deed or the Agreement for Sale.

Yours truly,


E. Cuning
OFFICE OF THE CUSTODIAN

JC/..

5409/7602/7602

1st October, 1948.

Mr. Tomio BABA,
Regn No 04092,
Box 445, Kaslo, B.C.

RE: Part 0.75 acres more or less of
Sec 27, Block 3 North, Range 7
West, as shown outlined Red on Sketch
deposited No. 7773 Municipality of
Richmond, District of New Westminster.

Dear Sir,

In accordance with authority given by you and your brother Mr. Harry Boboru BABA to dispose of the above described property at a price of \$1200.00 payable \$1000.00 cash and balance of \$200.00 payable within one year at 6%, with the privilege of paying the said balance in six months with interest at 3%, we now advise you that we have received a cash payment of \$1000.00 which has been placed to your credit at this office.

From your previous correspondence we understand that you wish to have your own solicitor prepare the agreement for sale, this to be executed by you and your aforementioned brother, and by both as attorneys for your brother George Shispei BABA, the three of you being the registered owners of the property.

The relevant documents having been drawn up, your solicitor may send same in TRIPLICATE to Mr. Rene KINE, 1694 E. 62nd Ave., Vancouver, for execution by the four purchasers, or he may send the agreement in triplicate to this office and we will procure execution by the purchasers.

The names and addresses of the parties purchasing are:

Rene KINE, 1694 E. 62nd Ave., Vancouver, B.C.
John A. KINE, 7580 Arbutus St., Vancouver, B.C.
Wm. E. BERING, 7584 Arbutus St., Vancouver, B.C.
Martin DULL, Steveston, B.C.

The legal description of the property is as above, and the terms of the agreement as stated in paragraph one.

In view of the fact that the administration of the above property -- insurance, taxes etc., will be maintained by this office, it will be necessary for us to receive the triplicate copy of the agreement for sale, and upon conclusion of contract the necessary adjustments will be made by this office and title conveyed. For your further information we advise you that the sum of \$1000.00 was received by this office on 20th Sept., 1948.

Yours truly,

J. Cuming
OFFICE OF THE CUSTODIAN

JC/..

7602

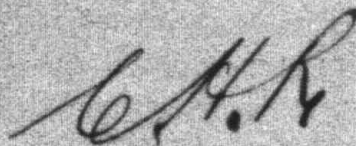
February 11, 1948.

Mr. Geo. Shimpei BABA,
Registration No. 02826
R.R. 5,
Chatham, Ont.

Dear Sirs:

We have for acknowledgment your letter of the 28th ultimo and in reply we wish to advise that, providing you can make arrangements through your bank with the Foreign Exchange Control, the Custodian has no objection to your forwarding \$25.00 to Mrs. Tori Suzuki in Japan.

Yours truly,



C.H. Reed,
Office of the Custodian.

CHR/GN

EVACUATION SECTION	
Rec'd	FEB 2 1948
File No.	7602
Ans.	
Referred	

R R # 5,
Chatham, Ont.,
Jan. 28th, 1948.

The Custodian,
506 Royal Bank Building,
Hastings & Granville,
Vancouver, B.C.

Dear Sir:

Please forward me the informations and permission in regards to sending the money to Japan. I have submitted the application to Ottawa through the bank of their approval of sending, in return they have said that I have to have your permission in writing.

I want to send twenty-five dollars in Canadian money in behalf of Mrs. Tori Suzuki, as her mother is ill and confined to bed.

Please forward the necessary permission immediately. Your kind and immediate attention will be appreciated.

Yours truly

Geo. Bata

✓
7603/7602/5409

8th July, 1946.

Mr. A. Watts,
Suite I,
4077 Fraser Street,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 672
Shannon Rd., Richmond.
Pt. (2.75 ac. & 1/2) Sec. 27, BSE. R7E.

Your letter of the 21st June was acknowledged but has not been dealt with due to the writer's absence from the office.

Our catalogue indicates an acceptable minimum price of \$2,250.- but in view of the condition of the property and the matter of encroachment, of which you are aware, our Mr. Peters indicated that a somewhat lesser offer might be considered.

However, the terms of our sales are either for full cash or at least a minimum down payment of \$1,000.- All offers are submitted to an Advisory Committee and I am very doubtful if a cash payment of \$500.- would be acceptable.

If you could make a cash payment of \$1,000.- or at least 50% of your offer, namely \$800.- I think it is likely that the Advisory Committee could give favourable consideration to a sale on that basis.

Will you please advise if you can revise your offer along these lines and as soon as we have your reply the matter will be submitted to our Advisory Committee.

Yours truly,

F. G. Shears,
Director.

703/PMH

7601/7602/5409

25th June, 1946.

Mr. A. Watts,
Suite I,
4097 Fraser Street,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 572
Shannon Rd., Richmond.
Pl. (0.75 ac. & 1) Sec. 27. E. 1/4. E. 1/4.

We are in receipt of your letter of the 21st instant
in which you submit an offer to purchase the above property for
the sum of \$1,600.- and enclosed cheque for \$160.- as deposit.

This matter is receiving our consideration and we
will be writing you again in due course.

Our official receipt for \$160.- is enclosed herein.

Yours truly,

F. G. Shears,
Director.

FGH

encl.

7601/7602/5409

11th April, 1946.

D.W. Reeve, Esq.,
Messrs. Johnson, Reeve & Watson,
Bank of Nova Scotia Building,
602 West Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 872
(0.75 ac.±/l.) Sec.27, Tp.82N/7E Sk.7773
Shannon Road, Richmond, B.C.

On the 17th March 1945 you sent us your valuation report on the above property arriving at an amount of from \$2,000.- to \$2,500.-

In this particular case we had two other appraisals which were \$1,725.- and \$1,834.- and as a result we set a minimum price of approximately the average of the three appraisals.

On January 31st, 1945, Mr. W.H. Willson, owner of the adjoining property offered \$600.- and in June 1945 an offer was received from another party of \$650.- Recently Mr. Willson has increased his offer to \$1,000.-

In your appraisal you did not overlook the matter of an encroachment upon the bank of the dyke, but you state that the encroachment does not affect the dyke or the use of the adjoining property. Now information has come to hand that the encroachment is not on the municipal property but definitely on land owned by Mr. Willson. Mr. Willson has stated that he would not consider paying \$1,800.- and he writes as follows:

"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.

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

WGS/PMH

F. O. Shewers,
Director.

Yours truly,

In view of the fact that your valuation was made almost a year ago and that apparently no-one is prepared to offer the price which we have been asking, it could be appreciated if you would kindly review this matter and advise us if you consider any change should be made in our acceptable minimum price.

On the question 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. To the East of this shed their property is a shed that is partly submerged at high tide and presents the condition I have described.

has degenerated into an almost completely vacated collection of dilapidated buildings and structures.

7602/7602/5409

10th April, 1946.

Messrs. H.A. Roberts Ltd.,
933 West Pender Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 672
Shannon Road,
Richmond, B.C.

We have your letter of the 8th instant in which you enclosed a letter you received from Mr. W.H. Willson re purchase of the above property. The Custodian would not be prepared to consider the exchange of properties as suggested.

Mr. Willson submitted an offer of \$1,000.- which, as he indicates, is far apart from our minimum acceptable price of \$1,800.-. This minimum price was not established merely on the basis of one independent valuation but in this case we have had three appraisals made, all of which indicate a valuation of \$1,800.- or more. The question of encroachment was also not overlooked by the Appraisers.

We are having our appraisals reviewed and brought up to date and if any material change can be made we will be pleased to advise you. In the meantime unless we receive an offer in line with the above figure the Custodian will not consider a sale at the present time.

Yours truly,

F. G. Shears,
Director.

FGE/PMH

7602/7601/5409

1st April, 1946.

3743 Mr. W.H. Willson,
3973 West 1st Avenue,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 872
Shannon Road,
Richmond, B.C.

We are in receipt of your letter of the 28th ultimo in which you offer \$1,000.- for the purchase of the above property.

We are returning your deposit cheque of \$100.- as we are not in a position to favourably consider this offer.

Three independent valuations have been made by qualified Appraisers, all indicating values considerably in excess of your offer. The matter of encroachment has also not been overlooked by the Appraisers.

I understand that in discussing this property with our Mr. Peters it was suggested that the minimum price of \$2,250.- mentioned in our catalogue might be lowered somewhat in this particular case, but it would still need to be approximately \$1,800.-

Yours truly,

F. G. Shears,
Director.

FOS/PMH

encl.

7602
7601
5409

August 18th, 1945.

The Department of Labour,
Japanese Division,
360 Homer Street,
Vancouver, B. C.

Attention Mr. M. L. Brown

Dear Sirs:-

Re: George Shimpei BABA -- Reg. #02826
Noboru BABA ----- Reg. #04085
Tomio BABA ----- Reg. #04092

With reference to our conversation last week with Mr. Brown wherein we advised you of the long letter we had received from George Shimpei Baba at Box 264, Chatham, Ontario, we now enclose copy of our letter to this evacuee together with copy of our letter to Tomio and Noboru Baba -- the perusal of which will, we trust, make the whole position quite clear to you.

As regards the sum owed to you by George Shimpei Baba, as arranged with you, we are leaving it to you to write him fully on this matter as we shall take no further action respecting the collection of this debt. It will be appreciated, however, if you will kindly send us a copy of your letter for our file. We trust you will not fail to advise us when a settlement of this debt is made as you will see from the correspondence enclosed that in the meantime we are holding \$300.00 in Tomio and Noboru Baba's account pending settlement of the amount owed to you.

Yours truly,

P. Douet
Administration Department

Enc.
PD:IM

7602
7601
5409

506 Royal Bank Bldg.,
Vancouver, B. C.
August 18th, 1945.

Messrs. Noboru and Tomio BABA,
Reg. Nos. 04085 and 04092,
Box 445, Kaslo, B. C. and
Box 264, Chatham, Ont.

Dear Sirs:-

We attach copy of letter of today's date to your brother, George Shimpei Baba, which states clearly the action we have taken with regard to his and your affairs. All funds in the three or four separate accounts have now been credited to a joint account in the name of Tomio and Noboru Baba and the total amount standing to the credit of this account is \$1247.71. As we have informed you in previous letters of the separate amounts of each account, there is no need for us to repeat the items. You will observe from the attached copy of letter, the action we have taken in regard to the premium of George Shimpei Baba's life insurance and the amount of \$300.00 we are holding meantime in your joint account pending advice from the Department of Labour, Japanese Division that a satisfactory settlement has been made of the amount owed to them by George Shimpei Baba in connection with the hospitalization of his wife. You will appreciate that any request for funds from this account must be from both Tomio and Noboru Baba and any cheques issued will be to both of you unless by request of both of you, cheques for a similar amount are issued at the same time to each of you.

Yours truly,

P. Douet
Administration Department

PD:IM
c/c Dept. of Labour, Jap. Div.

AIRMAIL

7602
7601
5409

506 Royal Bank Bldg.,
Vancouver, B. C.
August 18th, 1945.

Mr. George Shimpei BABA,
Registration No. 02826,
Box 264,
Chatham, Ont.

Dear Sir:-

We duly received your letter of July 16th and after having reviewed this whole matter and after consultation with the Department of Labour, Japanese Division, we have taken the following action.

(1) The Department of Labour above-mentioned, will write you direct regarding the amount that you owe them for the hospitalization of your wife. As previously advised you, we were informed by them that the \$10.00 per month agreed upon, was only paid up to the end of April 1943 -- the amount outstanding being \$280.00, namely \$10.00 per month from May, 1943, to August 1945. However, as this matter is being handled by the Department of Labour, Japanese Division, this will be left to be settled between yourself and the Department.

(2) Your presumption that your Life Insurance Policy has lapsed is entirely erroneous. We are informed by the Monarch Life Assurance Company that it will be three or four years before the policy would lapse even if no premium were paid. However, since it was Tomio and Noboru Baba's wish some months ago that \$200.00 be paid on account of this premium (which at the time we did not see our way to pay in view of the special circumstances) from their joint account, we contacted the Monarch Life who informed us that the sum of \$129.60 for premium and interest would bring this policy right up to date to August 15th, 1945 and we have, therefore,

George Shimpel BABA

August 18th, 1945.

-2-

paid this amount to the Honarch Life advising them that all future premiums and correspondence respecting this policy are to be made with you direct. It is clear, therefore, that the question of your Life Insurance Policy is all straightened out.

(3) Until such time as a settlement is made with the Department of Labour, Japanese Division, regarding the amount owed them and referred to in (1) above, the sum of \$300.00 is being held in the joint account of Tomio and Noboru Baba to which account all other accounts in connection with you three brothers, have now been transferred. We are forwarding a copy of this letter to Tomio and Noboru Baba together with a short letter of explanation so that they may be fully informed.

There are certain paragraphs in your letter which was addressed to the writer, that are strongly resented. An enormous amount of work has been involved in handling the affairs of you three brothers, not only in connection with your properties, chattels, etc., but in the collection of debts in which we have been singularly successful. You state in paragraph 3 and 4 of your letter, that the transferring of your share of the boat works to your two brothers was quite clear and should have settled everything. You, however, overlook the fact that at the time, as we understood it, there was a very large amount owed to the Department of Labour, Japanese Division, and further, since the whole of your and your brothers' properties etc., were vested in the Custodian, you were not in a position to transfer any properties or assets without our agreement. However, now that matters have been straightened

-3-

George Shimpei BABA

August 18th, 1945.

out, we do not wish to pursue this further and will conclude by saying that your remarks of suspicion etc. to the writer are ridiculous.

Yours truly,

P. Douet
Administration Department

PD:IM
c/c to Dept. of Labour
c/c to Tomio Baba
c/c to Noboru Baba

MEMORANDUM

File Nos.: 5409
7601
7602

August 10th, 1945.

To: Mr. Good
From: Mr. Doust

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



EVACUATION SECTION
JUL 23 1945
Rec'd
File No. 2608
Ans. 18/11/45
Referred *Slavet*

ke

Reply to your letter of June 30th.

2. You have stated that my figure of amount and month is incorrect. Well, I have paid at Kaslo towards the hospitalization at the rate of \$10.00 per month from May up to the year ending 1943, I would like to know where and how that money I paid at Kaslo disappeared to. I would not like to mention anybody's name here who have handled the money. I can not confirm any of your statement and figure, because as I have mentioned in my last letter to you that everything is so indirect contact with B.C. Security Commission. I would rather negotiate direct and pay them direct instead of not paying and suspicious.

5. As you are aware that there is no necessity for you to adjust any accounts to show to my credit. There is nothing that I should ask you to look after, because I have nothing to do with my brothers' property or accounts. I am wondering why you are trying to handle that money through your department. I just can't understand why you have to collect from my brothers' account which they have nothing to do with my affairs.

no -
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 for another 3 out
 10000 -
 20% dividend
 946.25 p.a.
 450.51
 73.70
 912.43 p.a.
 + 59.46 p.a.
 971.89 p.a.

Last second paragraph of your letter (1 & 2)

There is nothing that I can ask you to pay out of my brothers' account

1. The figure \$260.00 is incorrect as I have stated or mentioned in the second paragraph of this letter.
2. Also as I stated in paragraph six of this letter.

In your concluding paragraph of your letter, may I ask you again to go straight ahead and transfer all the rights, property, account, funds etc. to my brothers, Tomio and Noboru respectively, as I have sent you all the necessary documents and letter on September last 1944.

To simplify the whole matter and the best way to settle my debt is simple. I am the one that's going to pay the bill at the rate we agreed and my brothers have nothing whatever to do with my own affair. As I have stated on my last letter to you that I will pay direct from here to B.C. Security Commission by money order or postal note whatever the amount I am sending.

Hoping that you will straighten everything for my brothers without making any more delay, it is approximately ten months ago that the transfer should have been made and settled.

Your truly,

Geo. S. Beta

7601/2, 7602,
3639

June 30th, 1945.

Tonia Baba, Reg. No. 04090,
Eau Claire, B. C. and
Robert and George Shingel Baba,
Reg. Nos. 04095 and 04096,
Box 166,
Chatham, Ontario.

Dear Sirs:

This letter will deal with G. S. Baba's letters of June 1st and June 15th and Tonia and Robert Baba's letter of June 9th. We are writing one letter in order to avoid duplication.

1. The amount of approximately \$2000.00 expended by the B.C. Security Commission for the hospitalization of Mrs. G.S. Baba is, as previously stated, not a claim but the amount expended at the Denver Hospital. Actually the amount expended is in excess of \$2000.00 as the cost of hospitalization from April 1st, 1943 to December 31st, 1944, at \$2.997 per day, was \$1941.08 at the date indicated. We have not the exact figure to date but it can easily be worked out by taking the number of days from January 1st, 1945 to date.

2. Mr. G. S. Baba is incorrect when he states that he paid the B.C. Security Commission \$20.00 per month up to the end of 1943. The above amount was paid to the end of April 1943 and according to our advice yesterday from the B. C. Security Commission, nothing has been paid since that date. From May 1943 to the end of June 1945 is 25 months, at \$20.00 per month, making a total amount of \$500.00, and if this amount is paid to the B. C. Security Commission they will be satisfied. A further amount of \$20.00 per month becomes payable, of course, from July 1st, 1945.

3. For the first time it is now perfectly clear from all your letters that the furniture removed from the barn house on the land behind the Boat Works belonged to the three of you, and we quite understand that Shingel Baba wishes the proceeds to be credited to Tonia and Robert Baba.

4. We also understand that it is G.S. Baba's wish that he is out of the picture completely and that all proceeds of any sort, either from the sale of equipment, Boat Works rentals or from the sale of the Boat Works (when sold), should be credited to Tonia and Robert Baba.

Tonio, Robert & George Chalpel Baba

June 30th, 1945.

5. The fact remains, however, that in order to ascertain the amount of money due to G. S. Baba it will be necessary for us to adjust our accounts to show what his credit is, and if he agrees to pay the \$250.00 due to the B. C. Security Commission above-mentioned and a subsequent amount of \$10.00 per month, commencing July 1st, 1945, then the balance may be transferred to Tonio and Robert Baba.

6. Regarding life insurance premium of G. S. Baba, he is aware that he and both Tonio and Robert Baba were advised on December 1, 1944 why this premium was not paid, but if G. S. Baba was anxious about the matter surely it was an easy matter for him to arrange for his brothers to pay the \$200.00 on G. S. Baba's policy No. 88570 - General Life Association.

We strongly object to the opening remarks in G. S. Baba's letter of June 15th. It is we who are disappointed at the lack of cooperation shown by G. S. Baba in this matter. We have been writing to him and Tonio and Robert Baba since last October, and despite repeated letters since that date have only now received intelligent answers to our many letters. The same remark applies to the third paragraph of G. S. Baba's letter of June 15th.

In conclusion the position is as follows: If all funds from the Bond Books, etc., are transferred to Tonio and Robert Baba's account, are we correct in assuming that we may pay the following -

1. \$250.00 to the B. C. Security Commission as outlined above
2. \$200.00 on life insurance policy of G. S. Baba.

If the above is agreed, then please return copy of this letter signed by each of you. For this purpose one entire copy is being sent to Tonio Baba at Ennio and one entire copy to Robert and G. S. Baba, to be signed by both of them, since they are located at the same place. If this is done we can then go straight ahead with all the necessary adjustments, it then being understood that G. S. Baba has no interest whatsoever in any of these funds, but that he will continue to pay \$10.00 per month to the B. C. Security Commission in connection with the hospitalization of his wife in New Denver hospital. This letter is being sent by Airmail to Robert and G. S. Baba to save delay and please Airmail the return copy of the above-mentioned enclosure to save time. It will simplify matters if you do as we suggest; if not, then please state what you do propose to do. We cannot make this letter clearer, and now await your replies.

Yours truly,

P. Duett,
Administration Department

PA/AM
Enc.
Airmail

SIGNED: _____

EVACUATION SECTION
 Rec'd JUN 18 1945
 File No. 7602
 Ans.
 Referred *sent to you.*

Box 264,
 Chatham, ONT.,
 June 15th, 1945

*Should be
 21/1/45*
 Mr. P. Douet,
 Office of the Custodian,
 Vancouver, B.C.

Dear Sir:

Regarding your letter of May 31st 1945 I am very much disappointed of your manners of handling of my brother's account. You are trying to make things very complicated, which is unnecessary things to do. I cannot understand of your manners and what ground you are working on, so therefore I will not confirm any of your statements, because on your May 31st letter on page two you have mentioned that I have owed the B.C. Security Commission the sum of \$2000.00 that which I did not know anything about it until you have written to me. I will not confirm to pay or ask you to pay from my brother's account to the B.C. Security Commission, because I have paid and agreed with the B.C. Security Commission the rate of \$10.00 per month for hospitalization at New Denver B.C. I've paid the B.C. Security Commission in Kaslo, B.C. at the above rate until the end of 1943. The B.C. Security Commission is aware that I have moved to Eastern Canada, and that they should write to me at least once or twice during 1944 and 1945 before they turn the matter over to you.

In view of these points of difference, I can not understand why you have mentioned such a considerable amount of \$2000.00, that which the B.C. Security Commission is not bothering me at all for all these time. Therefore I have nothing that I should pay through you for something that I have not been advised. I do like to know where on earth you get the idea of \$2000.00 which you are trying to collect. I do not like to suspect anybody, but I can not help it.

In your letter you are asking me about the furniture in the old house of my brother's, which I am answering you again by this letter, that, anything in the old house or anything that was in the Boat House does not belong to me anymore.

Yours truly,

Geo. S. Baba 02826

George Shimpel BABA

REGISTERED MAIL

June 2nd. 1945

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

RECEIVED	JUN 7 1945
FILE NO.	7602
ANS.	
REFERRED	Douet

Dear Sir: Attention Mr. Douet

Re your letter of December 30th. 1944, you have mentioned that the B.C. Security Commission is writing to me direct regarding the accounts of Sanitorium at New Denver B.C., which I have not, to this date received any letter of any kind or any bills or mentioning accounts of any expence or of any assort from the B.C. Security Commission, therefore, I have no right to ask you to settle up anything, that which I have no idea of how much I owe them or not. I would like to know that, if you are in my position, would you sign a check that you are not known how much you will be paying:

it is my own affair and understanding before she departed to Japan before the war broke out, it is purely understood that she, Etsuko, will not ask me to pay any bills.

In spite of what she said, I have paid up to December 1943 at the time I left Kaslo, B.C., even then she tried to collect with false statements as you know in our past correspondence. If the B.C. Security Commission have sent me direct, the bills or statements or even a letter will be different matter, which I have not received anything to this date. I think, it is quite right for me to be informed or sent a statement up until now from the B.C. Security Commission or from Sanitorium, before they turn the matter over to you.

I am not in a position to pay any amount or give you any consent to pay out of my brothers' account, as you know that I have transferred everything in British Columbia to my brothers, TOMIO and NOBORU, I have nothing whatsoever to collect or claim from my said brothers accounts, therefore you have no right whatsoever to draw or pay out from their accounts, since I signed the authority or power of attorney over to my brothers, I have no right or control of any of Baba Brothers accounts, anymore. The whole accounts you have now holding is purely for Tomio and Noboru Baba. and you are not holding anything or even a cent of my account at all. so if any bills or statement for me, please ~~XXXXXX~~ have them sent direct to my address, then I know who they sent from and how much. anything that I should pay, I will pay or send direct from here, so have them sent here. when I signed the power of attorney to my brothers, that means everything was cleaned off my hands and paid them in full, therefore I do not own anything in B.C.

Re, my life insurance, I presume that I am not insured any more, in a case I die who is going to stand for my funeral expences?

7601/2, 7602, 5409

May 21st, 1945.

Mr. Tomio BABA,
Reg. No. 04092,
P. O. Box 445,
Kauai, E. 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 14th 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. Shinsai 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 Shinsai 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. Shinsai Baba, although we wrote him by registered mail on May 21st regarding this matter and sent him a stamped and addressed envelope.

Mr. Tomio Baba

- 2 -

May 31, 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. Shinsai 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 Tomio Baba and Noboru 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 Shinsai Baba's share, and it is this amount that will have to be held pending some satisfactory settlement of the funds owing to the B. C. Security Commission for the hospitalization of Mrs. Shinsai 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 still mentioned above, but some gesture by your brother, Shinsai Baba, should be made in settlement of these very heavy expenses incurred by the Commission.

We are forwarding a copy of this letter to Noboru Baba and Shinsai 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 - Shinsai Baba - has a credit balance of \$62.15, derived mainly from sale of furniture, in the old house.

Account 7601 - Tomio Baba - has a credit balance of \$663.75. (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 Monk, Capt. Beckman, and Conalish & Burt, etc., less amounts paid for life insurance, of which you are already aware.

Account 5409 - Tomio Baba & - has a credit balance of \$201.50. This credit balance
& 7601 Noboru 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 Tomio and Noboru Baba.

Account 7601, 5409 & 7602 - Tomio Baba, Shinsai Baba, Noboru Baba, - has a credit balance of \$401.75. This credit balance includes some rentals of boats, some rentals received 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.

763/2, 7602, 3409

Mr. Tomic 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. Tomic 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. Bisset,
Administration Department

FD/HR
cc to Robert BABA
cc to Tomic BABA

7602/2, 7602, 5409

May 9th, 1945.

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

Dear Sir:

Re: Tomio BABA - 834092

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 could 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. H. L. Brown in Vancouver posted on this matter a copy of this letter and enclosure is being forwarded to him---we 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 H. L. Brown,
B.C. Security Commission, Vancouver, B.C.

7602/2, 7602, 5409

May 4th, 1945

Mr. Tomio BABA,
Eng. No. 04092,
P.O. Box 445,
Kanto, N. C.

Dear Sirs

With reference to our letters of December 30th and March 8th copies of which letters were also sent to your brothers, George Shingel Baba, Registration No. 04224, and Robert BABA, Registration No. 04085, both of whom reside at the following address:

C/o Mr. Harold English,
P. O. Box 264,
Guthrie, Ontario.

We regret that you have not had the courtesy to reply to these letters and we are quite at a loss to understand your attitude in the matter.

This is to advise that the Boat Works were again advertised for sale but no satisfactory offer was received. The equipment was also advertised but here again no suitable offer came to hand. In view of the danger of this equipment being stolen, as the Boat Works have been unoccupied since the beginning of the year—the last tenant only residing there for about six months and finding he could not continue in business there vacated the premises—it was decided to auction the equipment, and the total sum obtained was \$520.50, less auctioneer's fee of \$52.05 and advertising for sale - \$35.00, the net figure being \$433.45. At a later date each of you will be sent a copy of the auction sheet giving full details of the prices obtained for each item.

The Boat Works are now empty and are insured for \$2000.00.

If you have not already been informed, please note that the land near the Boat Works, approximately 1.60 acres owned by yourself and Robert Baba was also advertised for sale, with or without the Boat Works, and the best offer received was \$400.00, which was accepted. At a later date you and Robert Baba will be sent a statement showing the result of this sale. You will appreciate that the barn or residence on this acreage was in such bad condition that it had no value and was condemned for habitation.

Tosio Baba

May 4th, 1945.

Without replying to our various queries regarding the Boat Works we have not to date split the main account three ways but we shall now have to do so since you will not reply to our letters. You are aware of the reasons why the account has to be split, namely, the account owing to the B. C. Security Commission by George Shigpei Baba for the charges incurred at Bow Denver Sanatorium. In the circumstances and in the absence of information from you we will do our best to allocate to the Boat Works in the names of the three of you whatever may be in any of your accounts and will thus arrive at a total figure credited to the Boat Works, which will enable us to allocate one-third to the account of George Shigpei Baba.

Please note that the furniture in the barn or residence on the 1.60 acres, sold by auction, has so far been credited to the account of George Shigpei Baba, as we have been under the impression that same was owned by him. If, however, this is incorrect you should inform us immediately.

All rentals from boats which were stored at the Boat Works, rentals from the Boat Works themselves, etc., are being credited to the joint account in the names of the three of you. The amount we have paid as the balance of the Mortgage on the 1.60 acres owned by yourself and Robert Baba are of course debited to an account in the name of both of you.

We would take this opportunity of mentioning that it is extremely disappointing that neither you nor your brothers have cooperated with us in the matter of straightening out these accounts.

In conclusion we would add that in line with our letter of December 4th to yourself, copy of which was sent to George Shigpei Baba on the same date, we have not paid the \$200.00 to the Research Life Insurance Company in connection with George Shigpei Baba's policy number 88570—so we repeat this that there may be no misunderstanding regarding this matter.

Yours truly,

P. Doust,
Administration Department

PD/IR

cc to Robert Baba

- Shigpei Baba
- B. C. Security Commission, Vancouver.
- Supervisor, B.C. Security Commission, Kaslo.

LAW OFFICES

PHILIP S. MARSDEN

BARRISTER & SOLICITOR

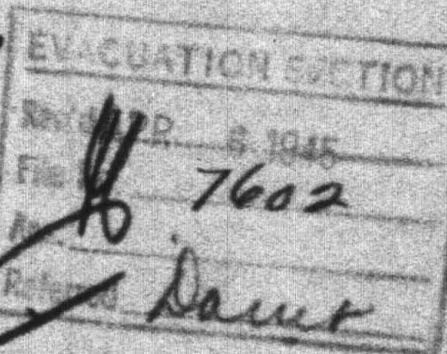
TELEPHONE: PACIFIC 2939

402-403 ROGERS BUILDING,

VANCOUVER, B. C.

April 5, 1945

P. Douet, Esq.,
Administration Department,
Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
City.



Dear Sir:

Re: Your File 7602 -
Baba vs. Fukuda

I thank you for your communication of April 2nd in regard to this judgment. I regret that I cannot supply you with the full second name of Fukuda. The plaint and summons was served upon Fukuda by Constable Finlayson of the West Vancouver Police in January, 1942. At that time Fukuda was residing in West Vancouver and he was then working for Francis Millerd & Co. Ltd., 4188 Marine Drive, West Vancouver.

The debt in respect of which the suit was brought was in respect to a promissory note for \$108.00 dated the 1st day of December, 1934.

✓ This is all the information that I can give you in connection with this matter. If your records show where my client George Shimpei Baba is ~~residing~~, I could write to him and possibly he might know the present whereabouts of the defendant Fukuda.

Yours truly,

PSM/TD

Philip S. Marsden

April 2nd, 1945.

Philip S. Maraden, Esq.,
Barrister & Solicitor,
402-403 Rogers Building,
Vancouver, B. C.

Dear Sir:

We are in receipt of your letter of the 27th instant regarding the judgment obtained by your client George Shimpei Baba against Joe K. Fukuda in January 1942.

The records of this office, the B. C. Security Commission and the R. C. M. P. have been searched but the name Joe K. Fukuda cannot be traced. Can you give us the full name represented by "K".

It may be of course that this Japanese left this country prior to the war with Japan—apparently the actual date was incurred some time prior to January 1942 when judgment was obtained.

We shall be glad to go further into the matter when we receive your reply.

Yours truly,

P. Douet,
Administration Department

PD/ER

LAW OFFICES
PHILIP S. MARSDEN
BARRISTER & SOLICITOR
TELEPHONE: PACIFIC 2939

402-403 ROGERS BUILDING.
VANCOUVER, B. C.

March 27, 1945

The Custodian of Japanese Property,
Royal Bank Building,
675 Hastings Street, West,
City.

For Attention Mr. Richardson

Dear Sir:

Baba vs. Fukuda

Some years ago I acted for Mr. George Shimpei Baba, whose address at that time was care of Acme Cannery, Eburne. On the 16th of January 1942, my client Baba obtained a judgment against Joe K. Fukuda for \$157.87. The action was brought in the County Court of Vancouver (No. B 1469/40) and as far as I know the judgment still remains unsatisfied.

At the time the judgment was obtained the defendant Fukuda was a fish buyer and his address was 877 Cordova East.

In accordance with what I understand is your practice, I would ask you to go through the usual formalities of having Mr. Fukuda's account debited with the amount of this judgment and the account of my client George Shimpei Baba credited therewith.

If there is any further information you require will you kindly advise me.

Yours truly,

PSM/TD

Philip S. Marsden

EVACUATION SECTION	
Rec'd	MAR 27 1945
File	76027
Ans	
Referred	<i>Richardson</i>

Foruit

Chertoff
MEMORANDUM *Thurston 29*

March 5th, 1945.

TO: Mr. Green

FROM: Mr. Doust.

7602
Re: BABA BOAT WORKS EQUIPMENT
File Nos. 54072 and 5409

Respecting the attached correspondence which you left with me for perusal, while it is to be regretted that a few articles have been stolen during the last few months we have been very fortunate that we have not lost a large number of items, bearing in mind that these premises have only been occupied for a few months during the last three years.

I entirely agree with Mr. Spain and yourself that we should lose no further time in disposing of all this equipment and presume, therefore, you will arrange an auction on the spot as soon as practicable.

As regards the valuation of this equipment, you will recall that I have expressed the view that if we obtained about one-half Galbraith's valuation, we would be doing well and note Mr. Spain confirms this.

ll
F. D.

FD/ER
attach.

Spain advised accordingly *6-3-45*

MEMORANDUM

Files 7601/1
5409

7602

file this
[Signature]

February 28th, 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 yet. for your information made by [Signature]

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 mandrel

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

The equipment is so scattered throughout the building, sheds and left 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 \$500.00 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 Wreckers 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.

no 4. by am

CHS:LEH

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.

File 7602

MEMORANDUM

February 19th, 1945.

TO: Mrs. Harrop

FROM: Administration Department

Re: Catalogue No. 572
BANK BROS. Boat Works
0.75 ac. 2/27/53R/KTH/TTD
Files 7601, 7602 and 7603

Will you please note that Mr. Sutherland has withdrawn his offer to purchase the above as he was under the impression that the 1.40 acres behind the Boat Works was included. His deposit of \$180.00 is being returned to him, and the property remains unsold.

P. Doust.

PD/ER
CC to Mrs. Sutherland.

MEMORANDUM

February 12th, 1945.

TO: Mrs. Harrop
FROM: Administration Department

Re: Catalogue No. 572
Bala Bros. Boat Works, Shannon Rd., Sea Is.,
0.75 ac. s/1, Sec. 27, T5N, R7W, Sketch 7773.
Files 7502-2, 7502, and 5407.

Revised Feb

Mr. Peters advises that in view of our inability to dispose of the above property after the recent advertising of same, Mr. Shure has agreed that we get Mr. Reeve 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. Reeve 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. Ricknell, of Vancouver Canneries, which is next to these Boat Works, has the key of the premises and will be glad to show Mr. Reeve over same. Mr. Ricknell's telephone number at the Canneries is "Richmond 1116" and his home telephone number is "Richmond 11623".

P. Doust.

PD/ER

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 No. 7773, Municipality of Richmond, in the District of New Westminster, upon which is erected a Boat Shop
- PARCEL B:** General equipment of a Boat Shop, including 26" 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 and improvements together with the equipment.
- PARCEL D:** 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, located on Shannon Road, Sea Island, near Vancouver Cannery

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 percent (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, 306 Royal Bank Building, 675 West Hastings Street, Vancouver, B. C., and each envelope must be marked on the outside "Tender for Boat Works".
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 properties are offered for sale subject to existing leases and encumbrances, if any.
7. 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.
8. No warranty is made as to the quantity, quality, state of repair or condition of the assets included in Parcels "B" and "C".
9. The real properties are offered for sale without any warranty whatsoever by the Custodian of location or condition of buildings or improvements.
10. 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 13th day of January, 1945.

THE CUSTODIAN
306 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B. C.

January 9th, 1945.

To: Mr. Green, Production Department
CC to Mr. Whitman
CC to Mr. Wright

From: Administration Department

Re: Challenge Co., 571 - Cannon Road, Boston, B. C.
C. W. Jones M/P of Jan. 17/1945/1945, No. 7777, Michael.
Trade Sale, No. 10070 - File 10070
Wholesale Sale, No. 10070 - File 10070
Wholesale Sale, No. 10070 - File 10070
- File 10070, 10070, 10070 -

With reference to our recent conversation regarding the above, Mr. Green is desirous that the above tract be again advertised for sale but not as was done previously, namely the property improvements and equipment as a whole. He are enclosing the 1.50 acres of vacant land as this is in course of negotiation for sale.

That tract should, therefore, be advertised for sale with or without equipment and the advertisement should state that tractors will be received for the equipment only.

A copy of this memorandum is being sent to Mr. Wright's Department for their information and doubtless you will wish to get in touch with Mr. Fawcett as to the wording of the advertisement relating to equipment. The date of the previous advertisement was September 15th, 1944.

F. Dwyer

MEMORANDUM

December 4, 1944.

above file
Files 7601
7602
5409 —

Re: Monarch Life Pol. #88570
Shinsai 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.

[Signature]
SMG:JS

File No. 100-100000

Oct. 24th, 1944.

To: Mr. Donat

From: Mr. Green

RE: BOAT WORKS

Further to Mr. Wright's memorandum of October 18th to Mr. Shears and our recent discussion, I have approached Mr. Coulthard in connection with his valuation of April 28th, 1944. He appreciates 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 Gere, the higher of the two tenders as per my letter of October 18th. The same day, I received a call from Mrs. De Gere and explained to her the values involved and our proposal to omit Parcel 873 thereby bringing her husband's offer of \$1800.00 a little more into line with the appraised values. 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 Sea Island (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

HRG:11

meeting on Thursday.
Lunar 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 case of satisfying the job-

MEMO - TO MR. DOUGL

-2-

Oct, 24th, 1967.

Copy for File 7502

October 20th, 1944.

The Accounting Department
Police Administration Department

Re: BABA, Louis - 75022. File 7501
BABA, Robert - 75023. File 7502

With reference to the attached requisitions you are aware that as a matter of convenience for some long time all revenue in connection with Baba Brothers has been put into the main account - Louis BABA, File 7501. However, we have now received documents showing that George Edward BABA, File 7502, has withdrawn from the business and we have received instructions from the other two brothers, Louis Baba and Robert BABA, that any funds in the various account should now be consolidated into one joint account in their two names under file numbers 7502 and 7501.

P. Best.

FB/MS
Black.

File No. 7602

File 7602
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 2.75 of an acre, more or less, of Section 27, Block 5 North, Range 7 West, as shown outlined Red on Sketch deposited No. 7772, Municipality of Richmond, in the District of New Westminster, and
Part 1.80 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, 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.

ENC.
HFO:11

I will arrange to have copies made of the inven-
tory on file herewith.

MEMO - TO MR. DOUGL

-2-

August 25th, 1944.

MEMORANDUM

File No.: 7601/1
5409
7603

August 1st, 1944.

To: Mr. G. H. Harris

From: Mr. H. P. Green

Re: BABA, Tomio
BABA, Noburo
BABA, Shinpei

Reference to the Dabo Boat Works files shows that the lumber at these premises was valued by Mr. G. H. MacKenzie at between \$350.00 and \$400.00 though I do not see anywhere on the files a written statement from him to this effect. Mr. Robinson advised us of this on June 3rd and October 19th, 1943, on the latter date stating that Mr. Markstrom did take delivery of the lumber. Can you confirm this and collect the \$400.00 in question?

HPO:IF

7601/1
5409
7602

August 1st, 1944.

Messrs. Galbraith, Clerihew & Overton Ltd.,
2195 West 12th Avenue,
Vancouver, B. C.

Attention Mr. Clerihew

Dear Sirs:-

Re: BABA, Tomio
BABA, Koturo
BABA, Shimpai

Confirming the telephone conversation we had this morning with Mr. Clerihew, we should be very much obliged if you would arrange to let us have an itemized valuation of the contents of the Baba Boat Works. These are situated near the Vancouver Cannery on Sea Island and the keys are held by Mr. Bicknell of that Cannery which is immediately adjacent. We are sending a copy of this letter to Mr. Bicknell and requesting him to be so good as to give you access to these premises and show you where everything is.

We are sending you herewith in duplicate an inventory of the contents of the boat house as shown by our files. This inventory is not entirely accurate but will be of some guidance to you in making out the itemized valuation that we require. We should, if possible, like the valuation made this week or early next and in this connection request that you arrange with Mr. Bicknell (telephone Richmond 1116) a mutually convenient time. It is possible that the writer will be away next week but he will arrange for someone to attend to this during his absence.

Yours truly,

H. F. Green
Protection Department

Enc.
HFG:IP
a/c to Mr. Bicknell

FILES 7601, 7602, 5408 & 9087

To: Mr. McArthur

July 26, 1944.

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, D.N.W. Large frame building and dwelling.

Catalogue No. 573- Baba Boat Works, 1.60 acres more or less of Section 27, Block 3 North, Range 7 West, shown red on Sketch 8510, Municipality of Richmond.

The writer visited this boat-works last week with Mr. Spain, and as we understand 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. Bicknell, 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 considers 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.

7601
7602
5409

July 21st, 1944

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

Dear Sir:

We duly received your letter of the 5th instant and would advise that our Accounting Department are preparing a full statement of your main account and this will be forwarded to you at an early date. Due to pressure of work and vacations, it has not been possible to have this statement prepared as yet.

In the meantime, however, we would inform you that the following are the credit balances in the respective accounts of your family:

Main account in your name - our account No. 7601 - credit balance -	\$1008.01
Account of Tomio Baba, our account No. 7601 -	
5409 - 7602	+ credit balance - \$ 49.00
Account of Tomio Baba and Hebere Baba, our	
account No. 7601 - 5409	+ credit balance - \$ 26.90

We have in previous letters already given you prompt information as to the reasons for there being the separate accounts and are awaiting your news as to whether it will be in order for us to transfer the two smaller accounts to the main account in your name, so as to close the two smaller accounts, which only lead to confusion.

We would take this opportunity of notifying you that the writer visited the Boat Works last week, with Mr. Spain of our Protection Department and found things in pretty good shape. The recent tenant, Mr. Trenholme vacated these premises at the end of June, having paid up in full his arrears in rent of \$150.00, namely six months' rent at \$25.00 per month.

Mr. Bicknell of the Vancouver Canneries nearby has been keeping an eye on the premises for us and as he has been doing this for about two years and assisted materially in the matter of removing furniture, chattels, etc. from the house near the boat works, and has generally been of considerable assistance to us in one way and another, we think that he should be reimbursed for what he has done and would suggest he be given an honorarium of say, \$50.00, which would include

(over)

Files:
7601
7602
5409

July 15th, 1944.

MEMORANDUM

TO: THE FILES

FROM: MR. GREEN

RE: EQUIPMENT AT NARA BOAT WORKS

File 7601: Tomio NARA 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 Shinsai (file 7602) and Noboru (file 5409)
- (b) Noboru only, who, however declares no personal property.

On May 18th, 1942, we wrote to our investigating agent Mr. J. D. Mather -
"Is 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 NARA:
"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)

- two -

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. N. Fairhall if they could arrange to rent the boat-works and premises, and sent them inventories of the contents.

February 19th, 1943, Mr. Douet 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 in 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. C. Packers through Mr. Bicknell. Payment has never been received and this requires a check.

✓ from file
#3m 16/6/43
100 17/10/43

HFG/AM

~~7601/2~~
~~7602~~
~~5409~~

Please file

June 29th, 1944.

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

Dear Sir:

The enclosed letter was written on the 16th instant and would have been mailed you earlier but for one or two queries which have arisen in connection with your and your brother's account.

However, in the main, the letter is correct and rather than re-type the whole letter we are sending it to you as it is. Actually, we have not yet paid up the balance of the Mortgage on your property at Sea Island, namely \$408.90, as mentioned in the letter, but propose to do so on receipt of the copy of the letter enclosed to be signed by the three of you. You may feel that it is not necessary to pay off the Mortgage, but as the property is now for sale and may be disposed of at any time (it is being independently valued in the usual manner), there is every reason for the Mortgage being paid off, particularly as there are ample funds in your account to make this payment. It will be easier to dispose of the property with a clear title which we will obtain when the Mortgage is paid off.

When writing us returning the signed letter mentioned, will you please state that you are agreeable to our paying off this Mortgage and this letter should also be signed by Nobura BABA as we observe the title is in the names of you two as joint tenants. Your prompt attention to this matter will be appreciated and a stamped addressed envelope is enclosed to facilitate your early reply.

to would not that Mr. Friedman, who has credited
your previous check number 100, to not enclose the
check, having paid up the rent to June 1947,
and the \$150.00 he recently paid as the balance of
rent will be credited to your account in the usual manner.

Yours truly,

P. Dwyer
And International Department

PD/12

Agreed

NOBURA BABA, Reg. #07085

September 14, 1943.

Messrs. Shingel, Tait and Johnson Bell,
Registration Sec. Office, 6409 and 6405,
P. O. Box 443,
Knox, N. C.

Dear Sirs:

Receipt is acknowledged of your three letters all dated
September 7th.

You have clearly indicated to us that although you, Mr.
Shingel Tait, were the named beneficiary under your mother's policies, you
and your two brothers, to whom this letter is also addressed, had paid in
your own way and that all three of you are agreed amongst you as to the
actual final distribution of the balance remaining of \$2,400.00. There-
fore, rather than go into the intricacies of adjusting accounts amongst the
three of you, we are sending to you attached our check No. 2173 payable to
all three of you. It will be necessary for all of you to endorse this
check and it is tendered to you on condition, of course, that the Custodian
is absolved from any responsibility for adjustments amongst the three of you
which we regard as being in the nature of internal loans with which the
Custodian cannot and will not be concerned. We ask that all three of you
jointly acknowledge receipt of this check and confirm to us that our under-
standing is correct and that you hold the Custodian free of any responsibility
for debts between and amongst you.

Insofar as Mr. Rikichi Tagashira's claim is concerned, we
have, as you know, written to his solicitor, Mr. George E. McCroskey, and
you may therefore anticipate hearing from Mr. Tagashira or from Mr. McCroskey
in due course.

Your accounts in connection with Dr. Harrison's claim have
been noted and we are willing to Dr. Harrison accordingly.

Yours truly,

R. F. Alexander,
Manager.

Mr. R.P. Alexander,
Office of the Custodian,
Vancouver, B.C.

P.O. Box 445
Kaslo, B.C.
Sept. 7th

EVACUATION SECTION

SEP 10 1943

File No. 7602

Ans. *File*

Referred *Alexander*

Dear Sir:

File No. 7602

Thank you very much for your letter of 23rd Inst. *sent to you*

1. Regarding the insurance proceeds from the Pacific Mutual Benefit Association, I have received the sum of \$520.00 direct, and your understanding is correct.
2. Doctors and Funeral Expenses.
Your understanding is correct, and I am looking forward for the cheque of \$500.00 to clear up my part.
3. I have enclosed the letter which we all have signed.
4. Re-Tagashira & Co.
I thank you very much for your attention, but I have not heard anything from Tagashira yet.
5. Re-Etsuko Baba.
I thank you for your trouble of obtaining Mr. McMaster's confirmation regarding his claim. I also received your letter of Aug. 26th.
6. Regarding claim of Dr. Harrison.
I have no knowledge of his claim has been filed against me. I have never taken my wife to Dr. Harrison at anytime before I left Vancouver. I have asked Dr. Andrew Lowrie of Marpole B.C. to attend her if she come and see him, and charge to my account. I have paid him through my brother when he was at the coast last year in July. I have never heard from my wife regarding Dr. Harrison redering services to her. Will you please attend to this matter further. I can not authorize you to pay her debt of \$17.50, which I did not know anything about it.

Yours Truly

Geo. S. Baba
Reg. No. 02826

*Smith
Kadi*

EVACUATION SECTION	
SEP 10 1943	
Rec'd	
File No.	7602, 7601, 5407
Ans.	
Referred	Alert order

Mr. R.P. Alexander,
Office of the Custodian,
Vancouver, B.C.

P.O. Box 445,
Kaslo, B.C.,
Sept. 7th, 1943

Dear Sir:

We the undersigned are requesting you to distribute the balance of the estate of our late mother which is \$ 1900.00 to be remitted in equal amounts to each of us. by monthly basis or with correct reason at lump sum to the above address.

We all have agreed to this correct manner of distribution and your kind attention is appreciated.

Thanking you,

We are

Yours Truly

Geo. Shunpei Baba 02826

Yamio Baba 04092

Noboru Baba 04085

EVACUATION SECTION	
SEP 10 1943	
Rec'd	
File No.	7602
Ans.	
Referred	Alexander

Mr. R.P. Alexander,
Office of the Custodian,
Vancouver, B.C.

P.O. Box 445, out to you
Kaslo, B.C.
Sept. 7th/43

Dear Sir:

Regarding my share of the claim of my late mother's Estate the sum of \$633.33, may I request you to deduct \$400.00 to my brothers, namely the sum of \$200.00 to Tomio and \$200.00 to Noboru, as on account to cover the part of my debts to them. I have borrowed considerable sum of money from them to pay my lawyer's fee, and my wife's lawyer fee, and the expenses arisen since my wife got sick that is from middle of October, 1941, soon after I married to her on 14th of September, 1941.

Please confirm my request.

Thanking you for all the trouble I have putting up to you. Your kind attention is very much appreciated.

I remain

Yours Truly

G.S. Baba

G.S. Baba Reg. No. 02826

12

August 23, 1943.

Mr. M. L. Brown, Office Manager,
The B. C. Security Commission,
360 Bower Street,
Vancouver, B. C.

Dear Sir:

Ref. Shipment DATA. Ref. No. 00826

Mr. Shinsai Baba tells us that expenses which were incurred during, at the time of, and following the death of his mother, the late Mrs. Hatan Baba, Registration No. 06799, amounted to \$977.00 made up as follows:

Two Doctors from Nelson	\$35.00
Doctor from Sendon	10.00
Medicine	35.00
Expenses for Special Foods	200.00
" " Phoneing Vancouver (Medicine)	7.00
Medicine for Injection	5.00
Funeral Expenses	} } 600.00
Re-Cremation at Calgary	
Exp. 2 escorts to Calgary & Back	
Donation to Church on behalf of Deceased	5.00
7th Day Memorial Exp. (called her Friends)	} } 100.00
100th Day Memorial Exp. (Called her Friends)	
	<u>\$397.00</u>

Mr. Shingei Bata has received direct life insurance proceeds amounting to \$520.00 and we are holding a balance obtained from other life insurance of \$2,400.00 temporarily placed to the credit of Mr. Shingei Bata but in which Mr. Shingei Bata and his two brothers, Taniro Bata and Kichiro Bata are equally interested. Having requested a remittance of \$1,000.00 for sending the bills mentioned above we are referring the matter to you as according to our calculations \$500.00 should be ample for the purpose mentioned \$520.00 already having been sent to them.

We would appreciate receiving the benefit of your recommendations in this connection together with your comments as to the appropriateness or necessity together with your recommendations in connection with the

August 23, 1933.

Mr. Shimpei BABA,
Registration No. 02826,
P. O. Box 445,
Kaslo, B. C.

Dear Sir:

Thank you very much for your letter dated August 17th on which we comment at this time as follows under appropriate headings:

1. Net Insurance Proceeds.

It is our understanding that net proceeds of insurance amount to \$2,920.00 of which \$520.00 was remitted to you direct by the Pacific Mutual Benefit Association and the balance of \$2,400.00 net (\$2,500.00 less Mr. Sargent's fees of \$100.00) being placed to the credit of your account with the Custodian. Please confirm.

2. Doctor and Funeral Expenses, etc.

We note that according to your statement expenses incurred amounted to \$997.00 and naturally these expenses must be paid. Your letter further indicates that the \$997.00 in question was advanced by your brothers, Tomio and Noboru, and it occurs to us therefore that you may have reimbursed them already to the extent of \$520.00 leaving still owing on the score of expenses mentioned above the sum of \$477.00. If our understanding is correct, a cheque to you in the near future for \$500.00 only should be adequate in clearing up balance owing by you on the expenses in question. Please confirm. We are writing in this connection also to the B. C. Security Commission.

3. Distribution of Balance.

Your letter indicates that although you were the named beneficiary you and your two brothers paid relative assessments in years gone by and that you regard the net balance remaining in the Estate as belonging not only to you but equally to you and your two brothers. It would be helpful if you and your two brothers would send us a single letter signed by all three of you requesting that the balance in the Estate be remitted in equal amounts to each of you and that the three of you have agreed amongst you that this is the correct manner of distribution. We are writing in this connection to the B. C. Security Commission also for their recommendations.

H. A. Alexander,
Manager.

Yours truly,

In conclusion, it is our suggestion to you and your two brothers that you consider your financial position carefully and in your own very best financial interests determine the very minimum amount you may or may not require monthly for your own maintenance with a view not only to bettering for small monthly expenditures but towards leaving interest in as large measure as possible in the hands of the Custodian in trust for you same standing at present to your credit. These sums of money being idle draw no interest and if you and your two brothers agree we are prepared to split net insurance proceeds three ways and with said proceeds purchase Victory Bonds and credit your respective accounts with interest amounts on said Bonds at the rate of 3 1/2 per annum.

We look forward to receiving your reply to each of the matters dealt with above at your earliest convenience.

Your comments are requested in connection with a claim dated February 7, 1963 filed with us by Messrs. Woodworth & Woodworth Ltd. for \$17.50 for services rendered to your wife in March 1962 by Dr. H. E. Harrison. Do you authorize payment of this account?

6. Claim of Dr. W. E. Harrison.

Four comments have been noted as have also your statements to the effect that you paid certain legal costs. You will, we trust, find self-explanatory attached copy of our letter today sent to Mr. Robert James ~~Wentler~~, Solicitor for Etanko Baku, and also the attached copy of our letter today sent to the Welfare Department of the B. C. Security Commission.

• BARKO BABY.

Your comments in connection with the claim filed with us against you by H. Tegashire & Company for a net balance of \$20.00 have been noted, and you will find self-explanatory attached copy of our letter today sent to Mr. George E. McGowan.

7. H. Tinsmith & Company.

Page 2

April 23, 1943.

Alameda Police Department

Mr. W. J. Davis, Chief Clerk,
U. S. District Court,
200 Main Street,
San Francisco, Cal.

Dear Sir:

Re: Mrs. Helen M. Davis, No. 12345

Mrs. Helen M. Davis registered her name with the Court on April 22, 1943, she declared that at that time there was "eighteen months alimony due from husband" her husband being Edward M. Davis, Registration No. 12345. This matter having been taken to the attention of Mr. Edward M. Davis by the Court, the facts are summarized as follows:

"Regarding my wife, Helen, I have not divorced her by action of the court or by any means, and I am not separated from her also. I presume, as you know under circumstances, she had to be in San Francisco at her house. There is no such thing as alimony to be paid to her every month by me. Ever since I came to San Francisco as a Volunteer carpenter the Commission has been deducting \$20.00 per month to her from my wages which I have assigned for it, as she has no right to make any claim to my mother's insurance money. My mother was an honest and trustworthy person, and she told us to keep up the amount up to date all the time, because she did not want to let anybody else to pay for her funeral when she ever die. With this money she try to claim as alimony for 18 months. I think it is out of question altogether. I have worked pretty steady since I came to San Francisco. From May 1 started on 7th and worked 2 weeks and I was confined in Hospital for 3 days, so \$20.00 hasn't been deducted for that month.

Following are the amounts deducted:

1943 June	May at San	\$20.00
- June	" "	8.00
- July	" "	20.00
- Aug.	" "	20.00
- Sept.	" "	20.00
1943 March	" "	20.00

DATE 10/21/95 BY SP

[illegible]

THE UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.
BUREAU OF PLANT INDUSTRY
OFFICE OF THE CHIEF BOTANICAL GARDEN
PLANT INTRODUCTION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

7602

August 23, 1943.

Mr. George E. McGrohan, E. C.,
470 Granville Street,
Vancouver, B. C.

Dear Sir:

Re: H. Tagashira & Company and
Shimpei BABA

Reference is made to the claim you filed with us on behalf of H. Tagashira & Company against Mr. Shimpei Baba for a net balance of \$20.00 said to be due in connection with an original claim of \$70.00 against which payment on account is alleged to have been made by the Anna Cannery of \$50.00.

Mr. Shimpei Baba, whose address is P. O. Box No. 445, Kaslo, B. C., has communicated as follows in connection with the particular claim in question:

"Regarding H. Tagashira & Company's account it should have been cleared two years ago, just before we left the Coast. The \$50.00 has been paid as the last payment with Tagashira. The above mentioned account has been a store account which my mother had for herself to look after. At the time I paid \$50.00 for her, mother told me that she has paid \$30.00 on account direct to Tagashira at the time he was travelling just before he got hurt in the accident with the Steveston Train on Lulu Island. Mother paid him but he was in a hurry or something and forgot about writing it down on his sales book which he always did, for their own record for the office. He have always made receipt on back of our invoices for our record, and we have the proof of his receipt, but we have left everything at the coast because this account has been paid up and all cleared. My brother, Tomio, have audited 3 times on the account and told Tagashira to give mother a credit of amount she had paid personally but he told him just wait and he'll find out and let him know, but he did not say a word and dragged along to this date and filed a claim against me. I have even met him at a lawyer's office but he did not say anything. I know now that he cannot say anything in front of me, because he was not doing a right thing with me. If he included the \$30.00, therefore, he has \$9.92 more than he should and which should be credited to us. I will not give you any authority to pay his claim of \$20.00. The way he does things is not a clean business at all. I have paid all the bills of any kind before I departed to Kaslo."

It is our suggestion that in view of the fact that your client's
claim is disputed you attempt to settle the matter either directly with Mr.
Baba or arrange to have Mr. Tegashira communicate and negotiate directly
with Mr. Baba.

The Custodian is closing the file in connection with this
particular claim.

Yours truly,

H. F. Alexander,
Manager.

WPA:HT
cc Mr. Shimpel Baba

7989
7985 & 7602

July 29, 1943.

Mr. Shimpei BABA,
Registration No. 02636,
Kaslo, B. C.

Dear Sir:

Re: The late Mrs. Hatsu BABA

Please note that we have received from Mr. R. A. Sargent the sum of \$2,400.00 which we have credited to your account with the Custodian. This sum of \$2,400.00 represents proceeds of policy for \$2,500.00 with the B. C. Mutual Benefit Association on the life of the late Mrs. Hatsu Baba, less fees of \$100.00 charged to you by Mr. Sargent as agreed upon between you and Mr. Sargent.

The Custodian has credited this sum of \$2,400.00 to your account and we look to you for an indication of your wishes as to what disposition you desire the Custodian to make on your behalf of the amount standing to your credit with us.

This opportunity is taken to again call your attention to the fact that B. Tagashira & Company have filed a claim with us against you of \$20.08 regarding which we would appreciate receiving your comments. If you agree with the correctness of the amount claimed, we shall be glad to effect settlement on your behalf. It is our understanding that in connection with this claim the amount originally was \$70.08 against which \$50.00 was paid by the same Cannery leaving a balance still owing of \$20.08.

We must also call your attention to the fact that we are in receipt of a claim from Mrs. Shimpei (Hatsuko) Baba against you for alimony, the claim when filed calling for payment of eighteen months' alimony. Your comments in connection with this obligation will also be very much appreciated.

Generally speaking, it is the current policy of the Custodian to release funds for maintenance at a rate not to exceed \$100.00 per month, in the absence of special circumstances or in the absence of specific needs. If you desire a monthly remittance at a rate of more than \$100.00, kindly provide us with complete particulars together with complete particulars of any need you may have for any lump payments in excess of \$100.00.

Insofar as our files covering the late Mrs. Helen Bate are concerned, there appears to be no further action required by the Custodian and we are accordingly closing our files in connection with her estate.

Yours truly,

E. P. Alexander,
Manager.

12711A

\$2400 (1000 direct)
520

Mr. R.P. Alexander,
Office of the Custodian,
Vancouver, B.C.

P.O. Box 445,
Kaslo, B.C.,
Aug. 17th /43

EVACUATION SECTION

Rec'd AUG 19 1943

File No.

7602

Ans.

OK

Dear Sir:

Reference No. 7986 & 7602

I have received your letter of 29th Inst on the 6th, regarding our claim of \$2500.00 From B.C. Mutual less \$100.00 for the fees which I have agreed with Mr. Sargent.

First of all, I understood that the Custodian have nothing to do with the Insurance money of anykind, that is, ~~that~~ to claim the money which is not authorized by the claimant as in any case. Also I have not given any authority to Mr. Sargent to pay into Custodian for my behalf of the claim, if so, he should have my consent, but he has'nt. I am the son of the Deceased and the sole executive of the late mother's estate and vested with me to settle everything arisen from the claim of her Insurance.

Regarding her expenses since and before her confinement to bed, as follows:

Two Doctors from Nelson	\$ 35.00
Doctor from Sandon	10.00
Medicine	35.00
Expenses for Special Foods	200.00
" " Phoning Vancouver (Medicine)	7.00
Medicine for Injection	5.00
Funeral Expenses	
Re-Cremation at Calgary	600.00
Exp. 2 escorts to Calgary and back	
Donation to Church on behalf of Deceased	5.00
7th Day Memorial Exp. (called her Friends)	
100th " " " " " "	100.00
	\$ 997.00

Above expenses has been paid by my brothers Tomio and Noboru Baba of Kaslo, and the assessments has been paid by us brothers all these years so I am not the only one that is entitled to the full claims of \$2500.00. The said amount less the \$100.00 are to be divided between the three of us.

Regarding R. Tagashira & Co's account it should have been cleared two years ago, just before we left the Coast. The \$50.00 has been paid as the last payment with Tagashira. The above mentioned account has been a store account which my mother had for herself to look after. At the time I paid \$50.00 for her, mother told me that she has paid \$30.00 on account direct to Tagashira at the time he was travelling just before he got hurt in the accident with the Steveston Tram on Lulu Island. Mother paid him but he was in a hurry or something and forgot about writing it down on his sales book which he always did, for their own record for the office. He have always madereceipt on back of our invoices for our record, and we have the proof of his receipt, but we have left everything at the coast because this account has been paid up and all cleared. My brother Tomio have audited 3 times on the account and told Tagashira to give mother a credit of amount she had paid personally but he told him just wait and he'll find out and let him know, but he did not say a word and dragged along to this date and filed a claim against me. I have even met him at a lawyer's office but he did not say anything. I know now that he can not say anything in front of me, because he was not doing a right thing with me. If he included the \$30.00, therefore, he has \$9.92 more than he should and which should be credited to us. I will not give you any authority to pay his claim of \$20.08. The way he does things is not a clean business at all. I have paid all the bills of anykind before I departed to Kaslo.

Regarding my wife Etsuko I have not divorced her by action of the court or by any means, and I am not separated from her also. I presume, as you know under circumstances, she has to be in Sanitorium at New Denver. There is no such a thing as alimony to be paid to her every month by me. Ever since I came to Kaslo as a Volunteer carpenter the Commission has been deducting \$20.00 per month to her from my wages which I have assigned for it, so she has no right to make any claim to my mother's Insurance money. My mother was dishonest and trustworthy person, and she told us to keep up the assessment up to date all the time, because she did not want to let anybody else to pay for her funeral when she ever die. With this money she try to claim as alimony for 18 months. I think it is out of question altogether. I have worked pretty steady since I came out to Kaslo. Month of May I started on 7th and worked 2 weeks and I was confined in hospital for 3 days, so \$20.00 has'nt been deducted for that month.

Following are the assignment deducted:

1942 June	pay at Kaslo	\$20.00
- "	" " Sandon	8.00
- July	" " "	20.00
- August	" " "	20.00
- Sep.	" " "	20.00
1943 March	" " Kaslo	20.00

On September 26th I came back to Kaslo and nursed my mother all the time until she died on 14th of December, 1942. I did not worked until 1st of March and on 29th of March I have been cut off from the Commission's payroll, and stayed idle and took sick was not be able to work until 1st of ~~XXX~~ June at the Saw Mill which I am working now. My brothers and myself are not getting any maintenance allowance from the Commission at all when we were idle. We have a house rented entirely ourselves paying light and water bills.

Few weeks ago Mrs. Jones of Kaslo Welfare Department asking me to send 2 or 3 dollars for her bedside spending money so I told her I will send some as much as I can. I told her that I have to pay my debt and my board with my earnings. Just before I came to Kaslo, Etsuko try to ~~ENHANCE~~ obtain some money by means of judgment by court with false statements but did not go to court and everything has been straightenned out before I came. I have spent considerable sum of money regarding her petition. I have paid my lawyer and also I had to pay her lawyer's fee too. Now she try to obtain a claim of mother's funeral money and at the same time she wants me to send her a bedside money through Welfare department. I am willing to send her what I can with my own earnings through Mrs. Jones.

It is my responsibility as an executor to square things up with debts which I have made regarding my mother's funeral and expenses to date. I would appreciate very much if you will send me the sum of One Thousand Dollars (\$1000.00) to clear my part of duty, and the balance by monthly to Tomio Baba of \$100.00, and to Noboru Baba of \$100.00 and \$100.00 to myself.

I would appreciate very much if you would attend to this matters. May I hear from you soon.

Thanking you,

I remain.

Yours Truly

Geo. S. Baba
Reg. # 02826

R. A. SARGENT

**Barriator and Solicitor
Notary Public**

EVACUATION SECTION

TELEPHONE PACIFIC 8082

Rec'd JUL 27 1943

File No.

Ans.

Referred

505 ROYAL TRUST BUILDING
525 WEST PENDER STREET

VANCOUVER, B. C.

26th July, 1943.

Attn. Mr. R. P. Alexander

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

Dear Sir,

Re: The Late Mrs. Hatsu Baba, Reg. No.
06799, and Mr. Shimpei Baba, Reg. No.
02826, Your Files 7989 and 7602

I would advise that the British Columbia Mutual Benefit Association has paid over to me the sum of \$2500.00, being the proceeds of the policy of insurance on the above-mentioned deceased. The beneficiary, as you know, is Shimpei Baba.

My fees have been agreed upon at \$100.00 and as requested I enclose you my receipted account, in duplicate, together with a remittance for the balance, namely \$2400.00 payable to your order.

In regard to the other policy in the Pacific Mutual Benefit Association, I believe that the proceeds of this were paid direct to the beneficiary.

Will you kindly let me have your official clearance and oblige,

Yours faithfully,

RAS/VH
ENCL. 3

BABA, Shimpei

7989/02826

7989 & 7602

March 1, 1943.

R. A. Sargent, Esq.,
Barrister and Solicitor,
626 West Pender Street,
Vancouver, B. C.

Dear Sir:

Re: The late Mrs. Hatsu BABA, Reg. No. 06799, and
Mr. Shimpei BABA, Reg. No. 02826

Thank you for your letter dated February 15th.
We presume that you have been requested to prepare the necessary
documents by Mr. Shimpei Baba. Both the late Mrs. Hatsu Baba
and Mr. Shimpei Baba are or were evacuees and not internees and
the affairs of both of the Babas vest in the Custodian.

It is our understanding that it will be necessary
for you to procure releases from the Probate Department of the
Dominion Government.

After you have received amounts due under member-
ship certificates Nos. A3488 and 3411, have deducted any amounts
claimed by the Dominion Government and other probate expenses
including your own fees, please forward us a cheque for the
balance thereafter due to Mr. Shimpei Baba together with complete
particulars and two copies of your receipted bill for professional
services. The cheque should be made payable to the Custodian of
Enemy Property.

You have, no doubt, settled with Mr. Shimpei Baba
the amount of your fees and when sending us full particulars
please provide us with evidence of such agreement. Alternatively,
if you have not reached an agreement with Mr. Shimpei Baba as to
your fees, kindly get into touch with us immediately before taking
further steps in this matter.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

✓
7601, 7602, 5409.

Dec. 14, 1942.

Mr. J. H. Yuill,
Resident Engineer,
Vancouver Airport, Vancouver, B. C.

Dear Sir:

Re: Files 7601, 7602 & 5409,
Sec. 27, Sea Island.

In reviewing these files it was only today noted that your letter of 10th November was not answered. Please accept our regrets and our explanation that your letter and sketch had been improperly placed in the back of a file instead of with current correspondence.

It is presumed that you proceeded with the works contemplated in your letter as the matter was urgent. Will you please advise if this was the case?

In any case will you please inform us of the area taken by the road, the areas cut off on either side of the road, and to what extent in your view the road in any way interferes with the use of the land.

Furthermore, it will be necessary to examine to what extent the two properties are affected. One of them is under title 144736 E as shown in a copy of a certificate of encumbrance sent herewith. The other has an identical description except that it contains 0.75 acre and is under sketch 7773. We regret that we have not the notes and bounds of these properties. As they are diversely owned it will be necessary to assess the detriment to each property and to apportion the compensation.

If you can conveniently identify the two properties you can no doubt readily show the area affected on either one or two sketches. If you cannot get the boundaries of the properties we can no doubt do so from the Land Registry Office.

Your further advice will be appreciated. We hope that our delay in answering your letter has caused no inconvenience.

Yours truly,

P. H. Russell,
Administration Department.

PHR:AS