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1926 Kageetsu - Miscellaneous (1937-1941)

T. E. Nores Papers
JESU LIBRARY MSS COLLECTION

PLEASE RETAIN
ORIGINAL ORDER

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28-20.

Copy mailed to Y. Shimazaki

May 12th, 1937
Seattle, Wash

Mr. E. Kagetsu,

Dear Sir,-

I have your letter of 10th May, and
I deeply appreciate and thank for your extraordinary
effort and trouble.

With regard to the lumber and logs, I
ask you to take appropriate steps to purchase
same.

I fully appreciate your great trouble
and inconvenience in connection with lot 195.
However, I believe as you also do that if an
application to the main office at this moment made
the approval of such application would be refused
Under the circumstances, I would be gratified if
you would kindly make such an arrangement as you
have suggested.

I consider it imperative that the actual
hauling of logs be commenced at the earliest date,
report of which to the main office will assist in
paving the way for our future expansion. It is
unfortunate that our original plan of hauling out the
first logs in August is compelled to be put off on
account of the danger of forest fire during the month
of August. We ask you to expedite necessary preparations
for the commencement of Hauling of logs from 1st September.

Asking for your continued co-operation
in future,

Yours truly,

The Mitsui Bussan Co's
Seattle Branch
per Fukuzawa
per Fukuda (seal)

1936 Kagetsu - Miscellaneous (1937-1941)

necessary, what is the amount required for sales

28-20

A. O. NOAKES

Brown Block
1116 Broad Street
Victoria, B.C.
July 13, 1937.

Mr. E. Kagetsu,
335 Princess Ave.,
Vancouver, B.C.

Dear Mr. Kagetsu,

I am sending you plans of the area surveyed for
you at Lake Cowichan.

The original intention was to sell you Block 403
shown outlined in yellow, but Mr. Lytton now says that
if you wish to take the areas outlined in red, which
were reported inaccessible by Eustace Smith, the
Railway Company will not charge you any more.

You can cut everything that can be reached on the red
areas without further survey, but if you wish them
to be included in your conveyance, they would have
to be surveyed, and this will mean some delay in
getting the conveyance.

If you do not want them included, Mr. Lytton will
send the conveyance to Montreal immediately so please
reply as soon as possible.

Yours sincerely,

1. Mr. E. Kagetsu makes a "A. O. Noakes"

AON/MN

necessary, what is the amount required for sales taxes,

1936 Kagetsu - Miscellaneous (1937-1941)

1736 Kagetsu - Miscellaneous (1937-1941)

MITSUI & CO., LTD.

1024 Exchange Bldg.
Seattle, U. S. A.
September 8, 1937

Mr. E. Kagetsu
335 Princess Street
Vancouver, B. C.

Dear Sir:

In regards Block #403, we would appreciate it very much if you will secure the following legal information for us from Mr. Moore.

Block #403 being registered under Mr. E. Kagetsu, we think that it is not the logical procedure for Mr. E. Kagetsu to execute a mortgage in favor of Mr. S. Fukuda against the loan since the loan was made by Mr. S. Fukuda to the Ocean Timber Company and not to Mr. E. Kagetsu. We believe, therefore, that Block #403 must first be sold to the Ocean Timber Company, and they in turn must execute the mortgage on the same in favor of Mr. S. Fukuda.

However, if transfer of title to the Ocean Timber Company is properly registered, we understand that a considerable sum must be paid in sales taxes. In order to avoid this extra costs, is it legal to take the following steps?

1. Mr. E. Kagetsu makes a deed showing the sales of Block #403 to the Ocean Timber Company and conveys this deed together with the Certificate of Title, duly endorsed, transferring title to the Ocean Timber Company.
2. Ocean Timber Company, holding the deed and the Certificate of Title, without registering the transfer, instructs Mr. E. Kagetsu to execute a mortgage properly registered in favor of Mr. S. Fukuda against his loan made to the Ocean Timber Company.

If transfer of the title of Block #403 is necessary, what is the amount required for sales taxes,

28-20.

-2-

registration, and other fees? In executing the mortgage, properly registered, what is the amount of the registration and other fees involved?

Please make arrangements to complete legal procedure so that all machinery and other equipments located in the Ocean Timber Company premises at Lake Cowichan and owned by them may be given to Mr. S. Fukuda as a mortgage. Is it legally possible to mortgage all the machinery and equipment in general without specifically mentioning each item separately?

Thanking you for your cooperation on this matter, we remain,

Yours very truly,

MITSUI & CO. LIMITED

"S. Fukuda"

Manager Seattle Branch

EF:gt

"EF"

1736 Kageetsu - Miscellaneous (1937-1941)

28-20.

1736 Kagetsu - Miscellaneous (1937-1941)

J. E. WHITTON & CO., LIMITED

September 16, 1937.

Ocean Timber Company,
335 Princess Ave.,
Vancouver, B.C.

L. C. Lutton Esq.,
1941, Ernest Avenue,
Victoria, B. C.

Lot Sixty-six (66) Cowichan Lake
District Vancouver Island B.C. being sold from E.
Kagetsu to Ocean Timber Company for sum of Ten
Thousand Four Hundred and Twenty-eight 89/100
Dollars, and above payment received.

I have been instructed by the Board of Directors of the
company to advise you that they agree to the
proposal set forth in your letter, viz., that \$20,000.00
of the \$40,000.00 due in May next may be extended for
a further year on the same conditions as the existing
Agreement; that is to say, that interest on the
outstanding amount will be payable half yearly.

If Mr. Kagetsu wishes an Extension
Agreement prepared and registered he, of course, would
have to bear the costs of same. I, personally, do not
think this would be necessary.

Yours sincerely,

J. E. Whitton

RHW/XHE

J. H. WHITTOME & CO., LIMITED

Duncan, B. C.,

9th March 1938

L. C. Lytton Esq.,
1941, Ernest Avenue
Victoria. B. C.

Gentlemen:

Dear Mr. Lytton,

I have only just had the opportunity of seeing the Vendors of Block 195 and they have instructed me to advise you that they agree to the proposal set forth in your letter, viz., that \$20,000.00 of the \$40,000.00 due in May next may be extended for a further year on the same conditions as the existing Agreement; that is to say, that interest on the outstanding amount will be payable half yearly.

If Mr. Kagetsu wishes an Extension Agreement prepared and registered he, of course, would have to bear the costs of same. I, personally, do not think this would be necessary.

Yours sincerely,

"R. W. Whittome

RWW/MHS

1736 Kagetsu - Miscellaneous (1937-1941)

335 Princess Street,
Vancouver. B. C.

Messrs. J. H. Whittome & Co., Ltd.,
Duncan, B. C.

at Victoria. B.C.
March 14th 1938

Gentlemen:

Mr. Lytton, my Agent in the matter of Block 195, has given me your letter to him of March 9th whereby you agree to extend the agreement for the purchase of Block 195 to May 1939 providing \$20,000 and Interest is paid this coming May and the Interest on the remaining \$20,000 is paid semi annually as in the original agreement.

Your letter being an offer and this being an acceptance of the same, I agree with you that it is not necessary to draw a new agreement.

I am obliged by your consideration in this matter. but I can if you wish write to Mr. Strain and offer him say ten dollars for the land.

Yours truly

I do not think anything can be done with Lot 19 until the Tax Sale which I think will take place next month. If the land is worth anything to you, I think you could buy the whole Lot for amount of taxes owing, otherwise it will probably revert to the Government, in which case you could buy the Right-of-way from them for about fifty dollars.

Awaiting your instructions in the matter

Yours sincerely

"A. C. Hooper"

1726 Kageetsu - Miscellaneous (1937-1941)

A. O. NOAKES

Brown Block
1116 Broad Street
Victoria, B.C.

August 24th. 1938

Mr. E. Kagetsu
335 Princess Avenue
VANCOUVER B. C.

Dear Mr. Kagetsu:-

Mr. Wyness has sent me the conveyance from V.L. & M. Company for the Right-of-way at Cowichan Lake, and I shall be glad to know whether you wish me to place this in the Land Registry Office, and get the Certificate of Title in your name.

The conveyance covers everything owned by the V.L. & M. Co, but there are two small pieces in Lot 19 owned by Fairservice-Gierin, and Lot 56 owned by Strain to which you will not have title. I do not think anybody will try and stop you from using these pieces but I can if you wish write to Mr. Strain and offer him say ten dollars for a Deed. I do not think anything can be done with Lot 19 until the Tax Sale which I think will take place next month. If the land is worth anything to you, I think you could buy the whole Lot for amount of taxes owing, otherwise it will probably revert to the Government, in which case you could buy the Right-of-way from them for about fifty dollars.

Awaiting your instructions in the matter

Yours sincerely

"A. O. Noakes"

AON/N

1736 Kagetsu - Miscellaneous (1937-1941)

28-20

May 9, 1939

Mr. E. Fukuzawa
c/o The Mitsui Bussan Kabushiki Kaisha

Dear Sir,-

In reference to the timber lot no. 195 which was purchased in my name temporarily in compliance with your request made to me when the O.T. Co. was formed and which property was to be part of our future expansion plan, I already informed you at our last interview a few days ago that the last installment on the agreement due on 11th instant. I cannot, however, see my way clear to raise money to meet same this time, having been myself forced in a very difficult position owing to your failure to have even the first advance I paid/^{upon} your request refunded to me. In view of the situation, I interviewed the Vendor with a view to arranging an extension of payment. The Vendor, seeing the difficulty we are in, suggested that we should sell the property to a certain influential party who will immediately purchase same at the net price of \$110,000, and he asked me to give him our answer to his proposal within a few days. From my personal standpoint, I deem this offer is very tempting one because a full reimbursement of the money I advanced will be made with the proceeds of the sale. However, knowing that this property was originally acquired as part of your plan of future expansion I cannot decide by myself. So, I am writing this letter with a view to ascertaining your intention, and I ask you to kindly let me know immediately your answer one way or other after thorough consultation with Mr. Fukuda on the matter.

Yours truly,
"E. Kagetsu"

May 9th, 1939.

1726 Kagetsu - Miscellaneous (1937-1941)

28-20

May 11, 1939
Seattle, Wash.

Mr. E. Kagetsu,

Dear Sir,-

I wish to thank you for the great trouble and care you are taking in behalf of the affairs of the O.T. Co.

I fully appreciate your (precarious) position in connection with no. 195. Yet, I believe that the time is not opportune for sending the application (to purchase) when our O.T. Co. has failed to produce satisfactory results as originally promised due to the unfavorable marketing condition, and that sending such application shall be postponed until such a time when the Co. has made a good showing with the improvement of market condition.

It appears however that your present circumstance does not permit a further postponement, and consequently I am going to ask our main office to purchase the timber lot. This being the case, I ask you to kindly forward to me as soon as possible copies of all necessary documents.

In conclusion, I ask you, if possible, to defer the final disposition pending receipt of outcome of the above application.

Yours truly,

The Mitsui Bussan Kabushiki
Kaisha

per Fukuzawa

1726 Kagetsu - Miscellaneous (1937-1941)

OCEAN TIMBER CO. LTD.

MINUTES of the Annual General Meeting of the Shareholders of Ocean Timber Co. Ltd., held at the registered office of the Company, Room 5, 425 Howe Street, Vancouver, British Columbia, on Monday the 12th day of June, 1939 at 2:15 P.M.

PRESENT:

Mr. C.M. Stewart, in the Chair
Mr. Eikichi Kagetsu
Mr. Eiichi Fukuzawa
Mr. Yoshikane Shimazaki
Mr. Yuji Yamamoto
Mr. Seizo Fukuda

IT WAS UNANIMOUSLY RESOLVED THAT Mr.

C.M. Stewart be Chairman of the meeting.

IT WAS RESOLVED that the seal, an impression where-
of is made on these minutes, be and the same is hereby
adopted as the common seal of the Company.

IT WAS RESOLVED that the number of the Directors for
the time being be six and that the following be the
Directors of the Company for the ensuing year:

Mr. C. M. Stewart
Mr. Eikichi Kagetsu
Mr. Eiichi Fukuzawa
Mr. Yoshikane Shimazaki
Mr. Yuji Yamamoto
Mr. Seizo Fukuda

IT WAS RESOLVED that two offices be created,
President and Managing Director and Secretary Treasurer,
and that Mr. C. M. Stewart be President and Mr. E.
Kagetsu be Managing Director and Secretary Treasurer
of the Company.

There being no further business the meeting then
adjourned.

Chairman.

1726 Kagetsu - Miscellaneous (1937-1941)

OCEAN TIMBER CO. LTD.

MINUTES of meeting of Directors (being Directors by virtue of being signatories to the Memorandum and Articles of Association) of Ocean Timber Co. Ltd., held at the registered office of the Company, Room 5, 425 Howe Street, Vancouver, British Columbia, on Monday the 12th day of June, 1939 at 2.00 P.M.

PRESENT:

Mr. C.M. Stewart, in the Chair

Mr. E. Kagetsu

Mr. Stewart was elected Chairman of the meeting.

Mr. Stewart reported that the Company had been duly incorporated on the 1st day of March 1939 and produced the Certificate of Incorporation to the meeting.

IT WAS RESOLVED that the following shares be allotted for cash:

C. M. Stewart - 1 share

E. Kagetsu - 1 share

Yuji Yamamoto - 1 share

IT WAS RESOLVED that the Company accept the offer of the Ocean Timber Company, a Partnership at present carrying on a logging business, to transfer to the Company all its assets by way of Bill of Sale in consideration of the allotment of 9,997 fully paid up shares in the capital stock of the Company, the said shares to be allotted to the Members of the said Ocean Timber Company as follows:

E. Kagetsu - 2,498 shares

Eiichi Fukuzawa - 4,750 shares

Yoshikane Shimazaki - 3,749 shares.

and that the said shares be and the same are hereby allotted.

1736 Kagetsu - Miscellaneous (1937-1941)

OCEAN TIMBER CO. LTD.

-2-

MINUTES of the meeting of Directors of Ocean Timber Co. Ltd. held at the registered office of the Company, Room 2, 425 Howe Street, Vancouver, B.C., on Monday, 10th day of June, 1937.

Transfers being submitted to the meeting,

IT WAS RESOLVED that 3,749 shares allotted to Eiichi Fukuzawa and 3,748 shares allotted to Yoshikane Shimazaki be and the same are hereby transferred to Seizo Fukuda, the said transfers to take effect at the termination of this meeting.

There being no further business the meeting then adjourned.

IT WAS RESOLVED that the registered office of the Company be located at Room 2, 425 Howe Street, Vancouver, B.C.

"C. M. Stewart"

IT WAS RESOLVED that the banking of the Company be done with the Canadian Bank of Commerce and that the usual printed form of resolution as required by the said Bank be attached to and form part of these minutes. All cheques and negotiable instruments to be signed by E. Kagetsu and Eiichi Fukuzawa jointly and that such negotiable instruments be endorsed for deposit in the said Bank on behalf of the said Company by either of the above two Directors.

IT WAS RESOLVED that the minutes of the meeting of the Directors of the Company held this day at the Company's registered office dealing with the acquisition of the assets of the partnership known as Ocean Timber Company be and they are hereby ratified and confirmed and that Messrs. E. Kagetsu and C.M. Stewart be and they are hereby authorized to sign on behalf of the Company and affix the Company's seal thereto to all agreements and documents necessary to completely transfer to the Company the assets of the said partnership and any agreement relating thereto, and in particular without limiting the generality of the foregoing the following

1726 Kagetsu - Miscellaneous (1937-1941)

OCEAN TIMBER CO. LTD.

MINUTES of the meeting of Directors of Ocean Timber Co. Ltd. held at the registered office of the Company, Room 5, 425 Howe Street, Vancouver, British Columbia, on Monday, the 12th day of June, 1939 at 2:30 P.M.

PRESENT:

Mr. C.M. Stewart, in the Chair
Mr. Eikichi Kagetsu
Mr. Eiichi Fukuzawa
Mr. Yoshikane Shimazaki
Mr. Yuji Yamamoto
Mr. Seizo Fukuda

IT WAS UNANIMOUSLY RESOLVED that Mr. C.M. Stewart be appointed Chairman of the Board of Directors.

IT WAS RESOLVED that the registered office of the Company be located at Room 5, 425 Howe Street, Vancouver, B.C.

IT WAS RESOLVED that the banking of the Company be done with the Canadian Bank of Commerce and that the usual printed form of resolution as required by the said Bank be attached to and form part of these minutes. All cheques and negotiable instruments to be signed by E. Kagetsu and Eiichi Fukuzawa jointly and that such negotiable instruments be endorsed for deposit in the said Bank on behalf of the said Company by either of the above two Directors.

IT WAS RESOLVED that the minutes of the meeting of the Directors of the Company held this day at the Company's registered office dealing with the acquisition of the assets of the partnership known as Ocen Timber Company be and they are hereby ratified and confirmed and that Messrs. E. Kagetsu and C.M. Stewart be and they are hereby authorized to sign on behalf of the Company and affix the Company's seal thereto to all agreements and documents necessary to completely transfer to the Company the assets of the said partnership and any agreement relating thereto, and in particular without limiting the generality of the foregoing the following

1726 Kagetsu - Miscellaneous (1937-1941)

documents:

1. Siding Agreement with the Esquimalt & Nanaimo Railway Co.
2. Agreement covering Lease of Rails with the Esquimalt & Nanaimo Railway Co.
3. Agreement with Seizo Fukuda dated June 12th, 1939 covering advances to be made to the Company.
4. Agreement with Crofton Export Company covering Booming ground and dated 12th day of June, 1939.
5. Bond with the United States Fidelity & Guarantee Company.
6. Agreement with partnership, Ocean Timber Company, covering assignment of interests to this Company.

IT WAS UNANIMOUSLY RESOLVED that the Company borrow from Seizo Fukuda One Hundred and Nine Thousand, Three Hundred and Fifty-one Dollars and Ninety-eight cents (\$109,351.98) to be used to liquidate liabilities of the Ocean Timber Company and that this Company give by way of security to the said Seizo Fukuda a chattel mortgage on all its equipment for the said sum of One Hundred and Nine Thousand, Three Hundred and Fifty-one Dollars and Ninety-eight cents (\$109,351.98) such mortgage to be payable four years from the day hereof with interest at 4½%, interest to be payable annually and that a promissory note for the said sum of One Hundred and Nine Thousand, Three Hundred and Fifty-one Dollars and Ninety-eight Cents (\$109,351.98) payable as above set out be given to the said Seizo Fukuda and that Mr. C. M. Stewart and Mr. E. Kagetsu be and they are hereby authorized to sign on behalf of the Company the said chattel mortgage and affix the Company's seal thereto and that E. Kagetsu and E. Fukuzawa be and they are hereby authorized to sign the said promissory note.

IT WAS UNANIMOUSLY RESOLVED that this Company assume

Mr. Kagetsu - Miscellaneous (1937-1941)

Dec. 30th - 1937

the liability of the Ocean Timber Company to Seizo Fukuda to repay the said Seizo Fukuda for monies advanced to acquire the timber-lands known as Block 66 and 403, Cowichan District, Vancouver Island and that the Company do execute in favour of the said Seizo Fukuda a mortgage on the lands in the sum of One Hundred and Fifty-nine Thousand, Six Hundred and Thirteen Dollars and Seventy-three cents, the said sum to be repayable four years from date with interest at 4½% payable semi-annually. Both principal and interest/be payable ^{to} the said Seizo Fukuda in Seattle, in american currency only, and that Mr.C. M. Stewart and E. Kagetsu be and are hereby authorised to sign the said mortgage on behalf of the Company and to affix the Company's seal thereto.

There being no further business the meeting then adjourned.

"C.M. Stewart"

Chairman.

After having worked our way to this point, with your painstaking effort, we cannot possibly afford to fail our objective. If we should by any chance fail to purchase the timber block, it would be too great a disappointment and surprise to us to weep over. I consider that it would be advisable and safe to have the matter definitely decided at the next directors' meeting to be called on 5th or 6th proximo or thereabout. Moreover, in order to be prepared for the worst, we ought to reserve the right of paying either in cash or on installments for same. If the Mitsui Bussan Kaisha

1726 Kagetsu - Miscellaneous (1937-1941)

6
Dec. 30th - 1937

Mr. E. Kagetsu,

Dear Sir,-

I wish to congratulate on your ever increasing happiness and good fortune.

As I have already informed you per telephone this morning, Mr. Murase of Otaru went to Tokyo and after negotiation with all the directors of the main office he finally succeeded in obtaining their unanimous agreement. The cablegram which we have received advises that the above agreement must be formally approved by the Mitsui Gomei Kaisha in accordance with the established procedure of the Company and that due to the approaching New Year such an official approval of the agreement may not be secured before the middle of January next. I have, however, not a slightest doubt that the Mitsui Gomei Kaisha will ever disapprove the agreement unanimously adopted by the Company's directorate.

After having worked our way to this point, with your painstaking effort, we cannot possibly afford to fail our objective. If we should by any chance fail to purchase the timber block, it would be too great a disappointment and surprise to us to weep over. I consider that it would be advisable and safe to have the matter definitely decided at the next directors' meeting to be called on 5th or 6th proximo or thereabout. Moreover, in order to be prepared for the worst, we ought to reserve the right of paying either in cash or on installments for same. If the Mitsui Gomei Kaisha

1726 Kagetsu - Miscellaneous (1937-1941)

should disapprove the agreement by any chance, I believe that there would be found some way to carry on the operation under your personal name.

If the Mitsui Gomei Kaisha should disapprove of purchasing the timber block, they would no doubt agree either to operate same through some working arrangement with you or by mean of loan to finance the operation. Anyhow, it is imperative that we hold an option to acquire the timber block.

In view of the extreme fluctuation of timber market, the present figure of \$2 per 1000 ft. may be enhanced to \$3 by the time this matter is brought up for deliberation before the directors' Meeting. I, therefore, consider it advisable to decide and purchase same as quickly as possible.

Furthermore, as we have previously discussed it is our intention in a near future to extend our operation with this timber block as the starting point and to enter extensively in exporting of logs to the markets of Australia, China & Japan. It is our intention to enlarge the C.N.R. boom to handle logs for export, and also to make necessary loans to those small logging operators in that neighborhood with a view to buying logs in return. As I have stated in my last letter, I still believe it is most advisable that the booming ground with its improvements and appurtenances be acquired as soon as possible. I now ask you to kindly take a necessary step to

1726 Kageetsu - Miscellaneous (1937-1941)

Jan. 30th - 1937
Seattle, Wash.

obtain an option to purchase same from
the owners.

Wishing you and every member of your
family a happy New Year.

I remain

Yours truly,

"Ei (Fukuzawa)

As we have already informed you per
telephone this morning, we have received
this morning a cablegram from the Harbor Department
in our Main Office in Tokyo advising us that
the matter in question has been agreed by all
the directors of the Company and that the said
agreement must be formally approved by the
Mitsui General Kaisha, probably sometime in the
middle of January.

Bearing in mind our belief that the
agreement will be approved by the Mitsui
General Kaisha, we beg ^{you} to make every effort and
discretion to see that no other party purchase
the timber block before we are ready to conclude the
deal. In reference to the booming ground, it is
our intention to enlarge same with a view to
using for exporting logs in future, and we should
like to know if you are of same opinion with us
that the said booming ground be acquired from the
owner. We understand that the booming ground
is not being used by the owner at present. If that
is the case, the same may be purchased very
reasonably at present. We may not be able to
acquire same at a reasonable price when the
present owners are gradually acquainted with our
intention and extent of operation. In order to be
prepared for such a contingency, we would like you to
open negotiation with the owners with a view to

1726 Kagehisa - Miscellaneous (1937-1941)

DEC. 30th - 1937⁶
Seattle, Wash.

Mr. E. Kagetsu,

Dear Sir:-

Please accept our felicitation for your happiness and prosperity.

As we have already informed you per telephone this morning, we have received this morning a cablegram from the Lumber Department in our Main Office in Tokyo advising us that the matter in question has been agreed by all the directors of the Company and that the said agreement must be formally approved by the Mitsui Gomei Kaisha, probably sometime in the middle of January.

Bearing in mind our belief that the agreement will be approved by the Mitsui Gomei Kaisha, we beg^{you}/to make every effort and discretion to see that no other party purchase the timber block before we are ready to conclude the deal. In reference to the booming ground, it is our intention to enlarge same with a view to using for exporting logs in future, and we should like to know if you are of same opinion with us that the said booming ground be acquired from the owner. We understand that the booming ground is not being used by the owner at present. If that is the case, the same may be purchased very reasonably at present. We may not be able to acquire same at a reasonable price when the present owners are gradually acquainted with our intention and extent of operation. In order to be prepared for such a contingency, we would like you to open negotiation with the owners with a view to

1726 Kagetsu - Miscellaneous (1937-1941)

obtaining an option to purchase same. When you get in touch with the owners you will please find from them such information as its location, improvements and appurtenances, the depth of water, etc.

We would, at the same time, appreciate it very much if you would kindly take trouble to inform us as to the progress of negotiation with the C.N.R. and in regard to the preparation and plan for our logging operation.

We remain,

Yours truly,

Mitsui Bussan Kaisha

per Fukuzawa

Counter sealed by Fukuda.

Landon & Davis

charged to

1/8 of 14 Bank

Collections.

1726 Kagetsu - Miscellaneous (1937-1941)

1726 Kagetsu - Miscellaneous (1937-1941)

Feb. 12, 1937
Mr. A. Lytton,
Dear Sir,-
Please accept our appreciation for
Received from L. C. Lytton
the sum of \$17.50
Registration fees to E. Kagetsu's
purchase of Lot 66 Cown. Lake Dist.

103841

"Regn. - \$17.50
Bank - 9.15
26.65

Be respectfully ask you to kindly
your assistance and co-operation to his in
renting an apartment and
such other matters as require
upon his arrival there.

Land Registry Office

Feb 12 1937

Received

Trusting that the above request will
receive your ready compliance,
charged me

1/8 of 1% Bank Yours truly,

Collections. The Mitsui Bussan Kaisha
Seattle Office,
per Fukusawa
per Furada (seal)

P.S. By the way, the above ship due your port,
on 5th March.

Feb. 25, 1937

Mr. E. Kagetsu,

Dear Sir,-

Please accept our congratulation on your ever increasing happiness and prosperity. You were recently given an advance notice of the anticipated arrival of our Y. Shimazaki. We now beg to inform you that a cablegram has been received by us this morning advising that he, accompanied by his wife and family, has embarked for Canada on board of M.S. Hiye Maru sailing from Yokohama today.

We respectfully ask you to kindly extend your assistance and co-operation to him in renting an apartment suite and also in all such other matters as required an attention upon his arrival there.

Trusting that the above request will receive your ready compliance,

Yours truly,

The Mitsui Bussan Kabushiki Kaisha
Seattle Office,
per Fukuzawa
per Fukuda (seal)

P.S. By the way, the above ship due your port, on 8th March.

1726 Kagetsu - Miscellaneous (1937-1941)

1726 Kagetsu - Miscellaneous (1937-1941)

LAND REGISTRY OFFICE
VICTORIA

February 25th, 1937

1. No dividend of business profit shall be
Eikichi Kagetsu,
335 Princess Ave.,
Vancouver, B. C.

Dear Sir:-

As requested by Mr.
L. C. Lytton I am forwarding Certificate of
Title 103841-I to you.

Kindly acknowledge receipt
of same.

Yours truly,

H. J. Crane
Registrar

per; "N.K.W." Russian Kaiaba
Seattle Office

KW/JC

per S. Tamada, Manager (seal)

1926 Kapetsa - miscellaneous (1937-1941)

on 31st March, 1937, it is agreed between the said E. Kagetzu and the Seattle office of the Mitsui Bussan Kaisha as follows:

- declared and paid until the conclusion of the undertaking.

the said Mitsui Bussan Kaisha shall be responsible for Kagetsu's share of loss

This agreement is made in duplicate

and both Kagetsu and the Mitsui Bank
any thereof.

Kaisha each receive one copy thereof.

AND WHEREAS the Dated 31st March, 1987,

E. Kagetsu (seal)
Mitsui Bussan Kaisha

AND WHEREAS FUKUDA has agreed Seattle Office to the

Partners from time to time upon the per S. Fukuda, Manager (Seal)
expressed.

Copies

1726 Kageetsu - Miscellaneous (1937-1941)

AGREEMENT made in duplicate this 31st day of March,
A.D. 1937.

BETWEEN:

EIKICHI KAGETSU - of 2867 37th Avenue West, in the
City of Vancouver, in the Province of British
Columbia, lumberman,

EIICHI FUKUZAWA - of 1921 12th Avenue South, in the
City of Seattle, in the State of Washington, one of
the United States of America, lumberman, and

YOSHIKANE SHIMAZAKI - of 1024 Exchange Building,
Second Avenue, in the said City of Seattle, lumberman,
carrying on business in partnership under the name and
style of the "OCEAN TIMBER COMPANY", hereinafter
called "The Partners"

OF THE FIRST PART

AND:

SEIZO FUKUDA, of 1024 Exchange Building, Second Avenue,
in the said City of Seattle, Manager, hereinafter
called "Fukuda"

OF THE SECOND PART

WHEREAS the Partners have entered into an indenture of
partnership, a copy of which is attached hereto and marked
"Schedule A" to this agreement.

AND WHEREAS the Partners have requested Fukuda to make
them certain advances for use in connection with the business
of the partnership.

AND WHEREAS FUKUDA has agreed to make advances to the
Partners from time to time upon the conditions hereinafter
expressed.

NOW IT IS HEREBY AGREED that in consideration of the
premises, in the event of any such advance or advances being
made and so long as any of the advances made by Fukuda to the
Partners remain unpaid:

1. All moneys advanced by Fukuda to the Partners shall
bear interest at the rate agreed upon between parties concerned,
and such interest shall be paid to him at the end of every
year.

2. Times of payments to Fukuda of advances will be determined from time to time.

3. All advances made by Fukuda will be secured by mortgages on all the real and other property of the firm.

4. All sales of timber shall solely be made to or through Fukuda, but as far as domestic business is concerned, the partners may, with Fukuda's consent, effect sales to any party or parties without Fukuda's intermediary. All sales for export market shall be made to Fukuda at the price agreed upon by Fukuda and the partners. In no case Fukuda shall collect selling commission.

5. The Partners will not, without Fukuda's consent in writing, borrow any money from any other person, and will not issue any promissory notes or bills of exchange, other than cheques in the name of the firm on the firm bank account signed by at least two members of the firm and issued in the ordinary course of the partnership business. However any member of the partnership shall not be bound by the above when he executes outside of the firm's business and not using the firm's name.

6. Notwithstanding anything in this indenture of partnership, no one of the partners shall withdraw from the partnership or dispose of his interest in the partnership, or any part thereof, without Fukuda's consent in writing.

7. None of the fixed assets of the company shall be transferred, assigned, mortgaged or otherwise encumbered to any person other than Fukuda without his consent in writing.

8. No change shall be made in the bank of the firm without Fukuda's consent in writing.

9. No timber standing or other wise costing more than Five hundred dollars (\$500.00), and no machinery or equipment costing more than five hundred dollars (\$500.00) shall be purchased at

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anyone time unless and until Fukuda's consent in writing to such purchase has been obtained.

10. Any credits to be extended by the firm shall have Fukuda's consent and on terms approved of by him.

11. No distribution of the firm's profits shall be made to any of the Partners without Fukuda's written consent.

12. In the event of dissolution of the partnership, all debts and obligations to Fukuda shall become payable immediately.

13. When and after Mitsui and Company, Ltd. complete registration of its extra-provincial company in the Province of British Columbia, the said Company may take Fukuda's place in this agreement.

IT IS FURTHER AGREED that these presents and everything herein contained shall respectively enure to the benefit of, and be binding upon the parties hereto, their executors, administrators and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals at Vancouver, Bratish Columbia, on the day and year first above written.

SIGNED SEALED AND DELIVERED OCEAN TIMBER COMPANY

in the presence of:

Per: E. Kagetsu

Per: E. Fukuzawa

" Y. Shimazaki

Henry Sakae Arikado

335 Princess Ave.

Vancouver, B.C.

Clerk.

their terms, conditions and stipulations expressed in the following articles of partnership, that is to say:

1. The partnership will commence on this 31st day of March, 1937, and continue from that date until determined in the manner hereinafter expressed.

2. The firm name and style of the partnership shall be the "OCEAN TIMBER COMPANY", and no member of the partnership shall enter into any engagement on behalf of the firm except in the firm name.

SCHEDULE A"

THIS AGREEMENT made in triplicate this 31st day of March, A.D. 1937.

BETWEEN:

EIKICHI KAGETSU, of 2867 37th Avenue West, in the City of Vancouver, in the Province of British Columbia, lumberman,

OF THE FIRST PART

- and -

EIICHI FUKUZAWA, of 1921 12th Avenue South, in the City of Seattle, in the State of Washington, one of the United States of America, lumberman,

OF THE SECOND PART

- and -

YOSHIKANE SHIMAZAKI, of 1024 Exchange Building, Second Avenue, in the said City of Seattle, lumberman,

OF THE THIRD PART

WITNESSETH that the said Eikichi Kagetsu, the said Eiichi Fukuzawa and the said Yoshikane Shimazaki hereby mutually covenant and agree to become and be partners in trade and business as loggers, foresters, timber merchants, sawmill, planing mill proprietors and timbermen, in all or any of the branches of the timber industry, as purchasers, vendors, exporters, importers and dealers in saw logs, timber, lumber and wood of all kinds, as manufacturers and dealers in articles of all kinds in which wood or timber is used or forms a component part, as manufacturers of and traders, merchants and dealers in logging and booming equipment and supplies of every kind and description, and as general merchants and wholesalers, upon and subject to their terms, conditions and stipulations expressed in the following articles of partnership, that is to say:

1. The partnership will commence on this 31st day of March, 1937, and continue from that date until determined in the manner hereinafter expressed.

2. The firm name and style of the partnership shall be the "OCEAN TIMBER COMPANY", and no member of the partnership shall enter into any engagement on behalf of the firm except in the firm name.

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3. The firm shall have its head office at 335 Princess Avenue, in the said City of Vancouver, and shall have other offices at such places in the said Province as shall from time to time be agreed upon.

4. The bank of the firm shall be the Canadian Bank of Commerce, or such other bank as shall, from time to time, be agreed upon, and for the time being the firm's bank account will be kept at the main office of the said Canadian Bank of Commerce, at Vancouver, B.C.

5. All moneys from time to time received on account of the partnership, not required for current expenses, shall be paid immediately into the said bank for the time being of the partnership, in the same drafts, cheques, bills or cash in which they are received, and all disbursements on account of the partnership shall be made by cheque on such bank.

6. No member of the partnership shall sign any promissory note or bill, other than a cheque signed by at least two members of the firm and issued on the firm's bank in the name of the firm in the ordinary course of business, nor shall he, without the written consent of the other partners, compound debts, or become bail or surety for any person, or pledge the partnership by contract or otherwise, except in the usual and regular course of business. However, any member of the partnership shall not be bound by the above when he executes a similar act outside of the firm's business and not using the firm's name.

7. The capital shall consist of \$25,000.00 brought in in cash by Eikichi Kagetsu, and \$75,000.00 jointly brought in in cash by Eichi Fukuzawa and Yoshikane Shimazaki, making the total of \$100,000.00, and if, at any time hereafter, further capital is required for carrying on the business, and the partners determine to increase the capital, such additional capital shall be advanced by the partners in such shares as may then be agreed upon.

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8. The rent of any offices or other premises required for the purposes or business of the partnership, the costs of repairs and alterations, and all taxes, payments for insurance, and other outgoings in respect thereof, wages and salaries of all persons employed, and all expenses incurred in or about the said business, and all losses (if any) arising therein, shall be paid and borne out of the earnings of the business; or in case of a deficiency, the losses shall be borne and paid in the same proportion as the profits, if any, are to be divided under the following paragraph.

9. The profits of the partnership shall be divided among the partners in the following proportion; - 25% to Eikichi Kagetsu and 75% in equal shares among the two other partners.

10. The members of the partnership shall meet at least once every three months to confer and decide on the policy and management of the firm, its operations, and other matters connected with the firm's business.

11. Proper books of account shall be kept by the partners and entries made therein of all such matters, transactions and things as are usually written and entered in books of account kept by persons engaged in concerns of a similar nature, and all books, securities, letters and other things belonging to or concerning the partnership shall be kept at such of the offices where the partnership business is being carried on as the partners determine, and each partner shall have access at all times to inspect, examine and copy same.

12. Partners shall devote so much of their time and attention to the partnership business as is necessary for the partnership to operate successfully, but subject to that condition, each of the partners is allowed to engage in or carry on any business he may choose, even though that business be of the same nature as an competing with that of the firm.

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13. This partnership may be dissolved at any time by unanimous intention to do so.

14. Upon the death or retirement from the firm of any of the partners, the following acts may be executed:

EIKICHI KAGETSU - May appoint a partner to take his place or bequeath his share to his heir (whichever course he may choose)

EIICHI FUKUZAWA AND YOSHIKANE SHIMAZAKI - Either may transfer his interest to the other, or he may appoint another partner.

15. If for any reason the partnership be dissolved, then upon the dissolution of the partnership, a complete and general accounts of the assets, liabilities and transactions of the partnership shall be taken, and the entire assets thereof shall, as soon as practicable, be sold, the debts due to the partnership collected and the proceeds applied, first in discharge of the liabilities of the partnership and the expenses of liquidating the same, next in payment to each partner, or his representative, of any unpaid interest or profits belonging to him, next in repayment to each partner, or his representative of his share of the partnership capital, and the surplus, if any, shall be divided between the partners, or their representatives, in the proportion provided in paragraph 9 hereof for the distribution of the partnership profits; and the partners, or their representatives, shall execute all such instruments for facilitating the realization and division of the partnership property and for their mutual indemnity and release as may be requisite or proper.

16. If upon the determination from any cause of this agreement, a dispute should arise as to the selling price of one partner's share, or the division of the profits and assets of the partnership, the same shall be determined by the official appraiser.

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17. It is understood and agreed that Eiichi Fukuzawa and Yoshikane Shimazaki and the appointee by either of them as shown in Paragraph No. 14, may, on giving not less than two weeks' notice in writing to Eikichi Kagetsu, the remaining partner, of their intention so to do, assign, transfer, and make over to Seizo Fukuda, of 1024 Exchange Building, 2nd, Avenue, in the City of Seattle, aforesaid, or to any corporation of which the said Fukuda is either a shareholder or employee, all their shares in the partnership and the partnership property, and at the expiration of the notice and upon execution of such document or documents as are necessary to bring about such assignment, transfer, and making over to the said Fukuda or to any such corporation, the shares of the said Eiichi Fukuzawa and Yoshikane Shimazaki in the partnership witnessed by this agreement, shall be transferred to the said Fukuda or to the said corporation as the case may be, and the partnership business shall thereafter be carried on by the said Eikichi Kagetsu and the new partner under and subject to the terms, covenants, provisos and agreements contained in this indenture, provided that if the said Eiichi Fukuzawa and Yoshikane Shimazaki do assign, transfer and make over their interest in the partnership to the said Fukuda or the said corporation and thereafter during the continuance of the new partnership or after the dissolution or determination thereof, any dispute, difference or question shall arise between the new partners or any of their representatives touching the partnership, or the accounts or transactions thereof, or the dissolution or winding up thereof, or the construction, meaning or effect of these presents, or anything herein contained, or the rights or liabilities of the partners or their representatives under these presents or other wise in relation to the premises, then every such dispute, difference, or question shall be referred to a single arbitrator, if the

1936 Kagetsu - Miscellaneous (1937-1941)

parties agree upon one, otherwise to three arbitrators, one to be appointed by each of the two partners and a third arbitrator to be appointed by the first named arbitrators in writing before they enter upon the business of the reference; AND if either party shall refuse or neglect to appoint an arbitrator within thirty (30) days after the other party shall have appointed an arbitrator and shall have served a written notice upon the first mentioned party requiring such party to make such appointment, then the arbitrator first appointed shall, at the request of the party appointing him, proceed to hear and determine the matters in difference as if he were a single arbitrator appointed by both parties for the purpose, and the award or determination which shall be made by the said arbitrators, or the majority of them, or by the said arbitrator, shall be final and binding upon the partners, their executors, administrators and assigns.

18. Provided that such other covenants and provisos as may be from time to time agreed upon by and between the parties hereto may be added to this agreement and be considered as incorporated herein, each additional proviso or covenant to be signed and sealed by each of the parties hereto and attached to this agreement.

19. Provided that covenants and provisos may from time to time be cancelled or amended by and between the parties concerned and such cancelled covenants and provisos to be stricken out of this agreement and each amended covenant or proviso to be signed and sealed by each of the parties hereto and attached to this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals at Vancouver, British Columbia, on the day and in the year first above written.

SIGNED, SEALED AND DELIVERED :

in the presence of :

:

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1936 Kageetsu - Miscellaneous (1937-1941)

28-20

DATED ;-----31st March 1937

EIKICHI KAGETSU, EICHI
FUKUZAWA and
YOSHIKANE SHIMAZAKI

carrying on business under
the name and style of
OCEAN TIMBER COMPANY

-and -

SEIZO FUKUDA

A G R E E M E N T

This Agreement,

May 10, 1937
Vancouver, B.C.

Mr. E. Fukuzawa
c/o Mitsui Bussan Kaisha
Seattle, Wash.

Dear Sir,-

I told you other day that there are approximately 20,000 ft. of old lumbers and also some logs and ties on the old sawmill site near the timber block all of which can be purchased for \$500. I consider it would be a good business to purchase same and build a temporary camp utilizing these materials, and I should like to know your views on the matter.

You have already been informed that I made a deposit of \$5000 from my own fund on Lot 195 which I have negotiated to purchase in compliance with your request. A payment of \$35,000 on the agreement due tomorrow, 11th, and to ask for an extention on account of the delay on the part of the main office will adversely affect our credit. I cannot, therefore, think of any other way but for me to raise temporarily the amount to meet the payment with an understanding that the sum of \$40,000 including the deposit money be refunded to me as soon as you have same. I would like to receive your confirmation of the above action. By the way, I am making necessary arrangement at the Camp to commence the moving of logs on 1st September.

Yours truly,

"E. Kagetsu "

1936 Kagetsu - Miscellaneous (1937-1941)

87630

This Agreement,

made in duplicate this
 day of duplicate in the year of our Lord one thousand nine hundred and thirty-seven
 BETWEEN thirty-seven

GERALD ARTHUR TISDALL, address care of J. H. Whittome
 & Co. Limited, Duncan, British Columbia.

Name
 Address, and
 Occupation
 of Parties

hereinafter called the "Vendor" of the one part

AND

EIKICHI KAGETSU, of 335 Princess Avenue, City of
 Vancouver, British Columbia, (lumberman)

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—**ALL AND SINGULAR** that certain parcel or tract of land and premises situate, lying and being in the Assessment District of Cowichan in the

Block One Hundred and Ninety-five (195)
 COWICHAN LAKE DISTRICT, containing Nine hundred and seventy-nine (979) acres, more or less, as shown outlined in Red on Plan deposited in the Land Registry Office at the City of Victoria, British Columbia, under Number 56969-1

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Dollars

on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) -----

FIVE THOUSAND DOLLARS (\$5,000.00) -----

the sum of Thirty-Thousand Dollars (\$30,000.00) on the 22nd day of June, A.D. 1937, and THE SUM of Forty Thousand Dollars (\$40,000.00) on the 11th day of May, A.D. 1938.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of 5 per cent per annum, payable monthly

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Together with interest on the balance from time to time owing under this agreement at the rate of Six (6) per cent per annum, payable in the following manner: the first payment of interest to be payable on the 22nd of June 1937, the second payment of interest to be payable on the 11th of November, 1937, and the third payment of interest to be payable on the 11th day of May, 1938; the first payment of interest herein to be computed from and after, but not before, the 11th day of May, A.D. 1937.

...the continuance of this Agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor **DOETH COVENANT, PROMISE AND AGREE** to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, **ALL THAT** the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, **FREED AND DISCHARGED FROM ALL ENCUMBRANCES**, save and except

save and except Reservations of minerals, etc., in favour of the Esquimalt and Nanaimo Railway Company, registered in the Land Registry Office at Victoria, B.C. under No. 52968-G

AND ALSO save and except local improvement assessments or taxes and ^{water} sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, paper or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Eikichi Kagetsu
335 Princess Avenue, Vancouver, B.C.
or at such other address as the Purchaser shall specify in writing to the Vendor.

to the cont
Fifteen Mil

from the wi

of May, A.D

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Witness:

R.W. Whitto
Duncan, B.
Notary P

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Notwithstanding anything herein contained
to the contrary, it is agreed that in the event of
Fifteen Million Board Feet of timber being removed
from the within-described lands before the 11th,
of May, A.D. 1938, the final payment of \$40,000.00
due on that date under the within-written agreement
shall immediately become due and payable.

Witness:

R.W. Whittome
Duncan, B.C.
Notary Public

G.E. Tisdall

E. Kagetsu

Edith Dorothy Brooks,
2781 Lawson Ave.,
West Vancouver,
Stenographer.

E. Kagetsu

Seal

I was personally known to me
The said person is of the full age of twenty-one years
I know the said person
I am the wife of the said person
before me of
Province of British Columbia
day of

Notary Public in and for the Province of British Columbia
A Notary Public in and for the Province of British Columbia
City of Vancouver
before me
that he
is

(SIGNED WOMAN)

day of May, 1937, at
in the Province of British Columbia,
who is personally known to me,
the person mentioned in the
subscribed therein as
executed the same voluntarily.

Notary Public in and for the Province of British Columbia
day of May
thirty-seven

1937-1941

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endor.

And it is agreed by and between the parties hereto that taxes for the
current year shall be adjusted as between Vendor and Purchaser as
at the 11th day of May, A.D. 1937. NOTWITHSTANDING anything herein
contained to the contrary, the Purchaser agrees not to cut or remove
any timber from the said lands until the second payment of
\$30,000.00 due under the within-written agreement on the 22nd of
June, 1937, has been satisfied.

it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such regis-
tration on production to the Registrar of Land Titles of a satisfactory declaration that such default
has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in
the name of the Purchaser to cancel, remove and determine such registration in the event of default
as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals
the day and year first above written.

SIGNED, SEALED AND DELIVERED
XXXXXX
the said Gerald Arthur Tisdall
in the presence of:
Signature of Witness R.W. Whittome.

Street Address

G.A. Tisdall Seal

City Duncan, B.C.

Occupation Notary Public

SIGNED, SEALED & DELIVERED by the
said Eikichi Kagetsu
in the presence of:

E. Kagetsu Seal

Dorothy Brookes,
2781 Lawson Ave.,
West Vancouver, B.C.
Stenographer.

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA, {
To Wit:

- I, _____, of the _____, in the Province of British Columbia, make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by
the part thereto, for the purposes named therein.
 2. The said instrument was executed at _____
 3. I know the said part _____, and that _____ of the full age of twenty-one years.
 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____ in the _____
Province of British Columbia, this _____
day of _____, 19 _____

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

FOR MAKER (INCLUDING MARRIED WOMAN)

I Herely Certify that, on the thirty-first day of May, 1937, at
City of Duncan Gerald Arthur (whose name has been proved by the evidence on-
Tisdall, who is) personally known to me,
appeared before me and acknowledged to me that he is the person mentioned in the
annexed instrument as the maker thereof, and whose name is subscribed thereto as
part Y, that he knows the contents thereof, and that he executed the same voluntarily,
and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereto set my Hand and Seal of Office,
at Duncan, B.C. 31st day of May in the Province of
British Columbia, this 31st day of May
in the year of our Lord one thousand nine hundred and thirty-seven
R.W. Whittome

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

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

"A"

This Indenture

made in **duplicate** the **12th** day of **March** **June** in the year **M.M**
 of our Lord one thousand nine hundred and **thirty-nine**

BETWEEN

State Full Name
Address and
Occupation.

**EIKICHI KAGETSU, EIICHI FUKUZAWA, YOSHIKANE
SHIMAZAKI, carrying on business under the name
of Ocean Timber Company and the said OCEAN
TIMBER COMPANY, of 335 Princess Street, Vancouver,
British Columbia, Lumberman.**

hereinafter called the "Grantor," of the

First part, and

State Full Name
Address and
Occupation.

**OCEAN TIMBER CO. LTD., a body corporate
having its registered office at Room 5,
425 Howe Street, Vancouver, aforesaid,**

hereinafter called the "Grantee," of

the Second Part.

WHEREAS, the said Grantor is possessed of the goods, chattels and personal effects hereinafter set forth, described and enumerated, and hath contracted and agreed with the said Grantee for the absolute sale to him of the same, for the sum of **Nine Thousand Nine Hundred and Ninety-seven (9,997) fully paid up shares in the capital stock of Ocean Timber Co. Ltd.**

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of ~~the sum of~~ **the allotment of the above mentioned shares**

~~of Canada, now paid by the said Grantee to the said Grantor,~~ **Dollars (\$) of lawful money**
 at or before the sealing and delivery of these presents ~~(the receipt whereof is hereby acknowledged),~~ the said Grantor HATH BARGAINED, sold, assigned, transferred and set over and by these presents DOTH BARGAIN, sell, assign, transfer and set over unto the said Grantee, ALL THOSE the said goods, chattels and personal effects hereinafter described that is to say: **ALL those certain goods, chattels, equipment,**

timber, personal property and effects, more particularly set out

and described in Schedule "A" attached hereto

1936 Kagetsu - Miscellaneous (1937-1941)

all of which said goods, chattels and effects are now in the possession of **the Grantor**
and are situate, lying and being in or upon and about **Lots 86 and 403, Cowichan District**
in the

District of **Cowichan**
Nanaimo

in the County of
in the Province of British Columbia.

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

TO HAVE AND TO HOLD the said hereinbefore assigned goods chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee to and for his sole and only use For Ever:

AND the said Grantor DOTH hereby Covenant, Promise and Agree with the said Grantee in manner following, that is to say: THAT the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods, chattels and effects and all of them, and every part thereof: AND that the said Grantor now hath in him good right to assign the same unto the said Grantee in manner aforesaid, and according to the true intent and meaning of these presents:

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

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

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

1 - Skagit
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1 - Steam
1 - Locomo
1 - Speede
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1 - Washin
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SCHEDULE "A"

1 - Skagit Yarder	\$8,134.00
1 - Cletrac Tractor with Dozer and Double Winch	13,744.75
1 - Steam Yarder & Loader	12,493.57
1 - Locomotive 50 tons Shay	13,448.19
1 - Speeder Ford Engine	2,600.00
2 - Tank Cars	1,600.00
1 - Washington 4 drum Diesel Yard	16,482.62
1 - Tacoma Donkey	2,270.00
1 - Water Tank with wood pipes	99.75
2 - Push Cars	240.00
1 - Steam Pump	609.08
1 - Oil Burner	208.70
1 - Oil Tank	186.00
1 - Fairlead	593.00
1 - Steam Pump	120.10
Fire Pump	558.42
Fire Extinguisher	215.00
Logging Equipment, Blocks, hooks, swivels, tongs, etc.	12,149.92
Sundry equipment, jacks, shovels, hammer, saws, blacksmith tools.	<u>1,716.38</u>

87,469.48

WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and
Wire Ropes
Camp Building
Boom Chains
Roading
Bonds (Dominion of Canada)

8,852.10
6,069.41
4,127.13
13,170.14
2,053.25

Logs on hand (Stocks)

121,741.51
88,127.00

\$209,868.51

E.K.
E.F.
Y.S.

art has
st Part all
foresaid
to pay the

...contained in this Bill of Sale shall be read and held to be made by and with, and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

WHEREVER the singular and the masculine are used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

DATED

Bill of Sale
(ABSOLUTE)

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

Signed, Sealed and Delivered

IN THE PRESENCE OF

Martha McNaughton

1148 Thurlow St.

Vancouver, B.C.

State Full Name
Address and
Occupation.

Stenographer

(as to all signatures)

E. Kagetsu

E. Fukuzawa

Y. Shinazaki

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness

Martha MacNaughton

June

day of

sworn before me this 12th

A.D. 1939

C.M. Stewart

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

AFFIDAVIT OF BONA FIDES

"Bills of Sale Act"

British Columbia { I, **EIKICHI KAGETSU**, of **Vancouver, British Columbia** of the-
TO WIT: { **Director of Ocean Timber Co. Ltd.** of **Vancouver** in the Province
of **British Columbia** the Grantee in the foregoing Bill
of Sale, make oath and say:

That the assignment therein made is bona fide for valuable consideration, namely **9,997 shares of**
the Grantee ~~Dollars~~, and that the consideration is duly set forth in the said Bill of Sale; and that
it is not for the purpose of protecting the Goods and Chattels mentioned in the said Bill of Sale against the credi-
tors of the Grantor therein named or of preventing the creditors of such Grantor from obtaining payment of any
claim against the said Grantor.

SWORN before me at the **Vancouver** in the Province
of **British Columbia**, this **12th** day of **March- June** A.D. 193 **9**

C.M.S.

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

Murphy & Chapman Ltd., Law Printers and Stationers
Vancouver, B.C.

C.M. STEWART
Barrister and Solicitor
Vancouver, B.C.

(ABSOLUTE)

Bill of Sale

OCEAN TIMBER CO. LTD.

TO

**EIKICHI KAGETSU, EIICHI FUKU-
ZAWA, YOSHIKANE SHIMAZAKI
and OCEAN TIMBER COMPANY**

DATED **March** 19 **39**

AFFIDAVIT OF WITNESS

British Columbia { I, **Martha MacNaughton** **British Columbia**
TO WIT: { of **Vancouver** in the Province of
make oath and say as follows:

1.—That the paper-writing hereunto annexed, and marked "A," is a true copy of the Bill of Sale and
every Schedule or Inventory thereto annexed, or therein referred to, and every attestation of the execu-
tion thereof, as made and given and executed by **Eikichi Kagetsu, Eiichi Fukuzawa,
and Yoshikane Shimazaki**
1.—That the said Bill of Sale was made and given by the said **Eikichi Kagetsu, Eiichi
Fukuzawa and Yoshikane Shimazaki** day **March- June** in the year of our
on the **12th**

Lord one thousand nine hundred and thirty **- nine**
3.—That I was present and did see the said **Eikichi Kagetsu, Eiichi Fukuzawa and
Yoshikane Shimazaki**, in the said Bill of Sale mentioned, and whose name is signed
thereto, sign and execute the same on the said **12th** day of **March June**
in the year aforesaid.

4.—That the said **Eikichi Kagetsu, Eiichi Fukuzawa and Yoshikane
Shimazaki** at the time of making and giving the
said Bill of Sale, resided and still resides at **335 Princess Avenue, Vancouver, B.C.**

5.—That the name **Martha MacNaughton** set and subscribed as the witness
attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside
at **1148 Thurlow St., Vancouver, B.C.** and am a **stenographer**

Subscribed to and sworn before me, this **12th**
day of **March- June** A.D. 193 **9** **"Martha MacNaughton"**
at the **City** of **Vancouver**
in the Province of British Columbia.

C.M.S.

C.M. Stewart

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

1939 Kagetsu - Miscellaneous (1939-1941)

MEMORANDUM OF AGREEMENT made the 12th day of

"MN" June
"CMS" March, 1939

BETWEEN:

EIKICHI KAGETSU, EIICHI FUKUZAWA,
YOSHIKANE SHIMAZAKI, carrying on
business under the name of OCEAN
TIMBER COMPANY (hereinafter called
"the Parties of the First Part")

OF THE ONE PART

AND: OCEAN TIMBER CO. LTD., carrying on
business at Vancouver, B. C.
(hereinafter called "the Party of
the Second Part")

OF THE OTHER PART

WHEREAS the Parties of the First Part have been
carrying on a logging business in partnership under the
name of Ocean Timber Company removing timber from Lots
66 and 403 Cowichan District, Vancouver Island;

AND WHEREAS the Parties of the First Part are
possessed of tools, equipment and logs on hand more
particularly set out and described in Schedule "A"
attached hereto;

AND WHEREAS the Parties of the First Part are
indebted or under obligation to one Seizo Fukuda, 1024
Exchange Building, Seattle, Washington, U.S.A., in the
sum of One-Hundred-Thousand-Dollars-(\$100,000); \$268,965.71

"CMS"
"Y.S."
"E.K."
"E.F."
"MN"

AND WHEREAS the said equipment referred to in
the said Schedule "A" is free and clear from all encum-
brances save and except a liability referred to in the
last preceding paragraph hereof;

AND WHEREAS the Parties of the First Part in
the operation of their logging business have entered into
certain contracts more particularly hereinafter referred
to in which they have agreed to assign to the Party of
the Second Part;

AND WHEREAS the Party of the Second Part has
agreed to purchase from the Parties of the First Part all
their rights title and interest in and to the aforesaid
equipment and other contracts and have agreed to pay the

1936 Kagetsu - Miscellaneous (1937-1941)

Parties of the First Part therefor by the issue to the Parties of the First Part 9,997 fully paid up shares in the capital stock of the Party of the Second Part:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set out and contained to be observed and performed by the Parties hereto respectively the Parties hereto mutually covenant and agree as follows:

1. The Parties of the First Part covenant and agree:

(a) To forthwith execute an absolute Bill of Sale of all the equipment at present owned by them and more particularly set out in Schedule "A" hereof;

(b) To obtain the necessary consent and to forthwith by way of assignment transfer to the Party of the Second Part all their right title and interest in that certain Agreement dated the 5th day of November 1937 being an Agreement for a railway siding in the vicinity of Lake Cowichan Station and made between the Esquimalt & Nanaimo Railway Company of the one part and the Parties of the First Part of the other part;

(c) To obtain the necessary consent and transfer to the Party of the Second Part all their right title and interest in and to that certain Lease being a Lease of the rails and equipment dated the 31st day of August 1937 and made between the Parties of the First Part of the one part and Esquimalt & Nanaimo Railway Company of the other part;

(d) To cause the Fidelity Bond issued by the United States Fidelity and Guarantee Company under date of December 1st 1937 in the sum of Two Thousand Dollars (\$2,000) to be re-issued in the name of the Party of the Second Part and to transfer for the purpose of re-issue Two Thousand Dollars (\$2,000) of Dominion of Canada Bonds deposited with the said United States Fidelity and Guarantee Company under the terms of the said Bond;

(e) To cause to have transferred to or re-issued in the name of the Party of the Second Part those certain Certificates issued by the Minister of Railways for the Province

1936 Kageitsu - Miscellaneous (1937-1941)

28-20

of British Columbia and dated the 10th day of January 1938 and numbered 657 and 658 and that certain Certificate issued by the Chief Commissioner of the Board of Railway Commissioners for Canada under date of February 9th, 1938 and described as Order No. 55555;

(f) To assign and transfer to the Party of the Second Part all their right title and interest in and to that certain Agreement covering the use of booming grounds dated the 19th day of November 1937 and made between the Parties of the First Part and the Crofton Export Company Limited;

(g) To forthwith cause to be dissolved the Partnership heretofore carried on by the Parties of the First Part.

2. The Party of the Second Part covenants and agrees:

(a) To issue to the nominees of the Parties of the First Part 9,997 fully paid up shares in the capital stock of the Company as follows:

E. Kagetsu	-	2,498 shares
Seizo Fukuda	-	7,497 shares
E. Fukuzawa	-	1 share
Yoshikane Shimizaka	-	1 share

(b) To release the Parties of the First Part from all the obligations due owing or accruing due in connection with or by virtue of the logging operations heretofore carried on by them and in particular the liability to S. Fukuda;

(c) To forthwith execute in favour of the said S. Fukuda a Chattel Mortgage in the sum of One-Hundred Thousand-Dollars-(\$100,000) payable four (4) years from date with interest at four and one-half per cent (4½) payable annually together with a promissory note for the said sum payable as aforesaid;

(d) To assume all liabilities or obligations under the hereinbefore mentioned agreements to be assigned and to indemnify the Parties of the First Part from and against any

"Y.S."
"E.F."
"E.K."
"M.N."
"C.M.S."

1938 Kagetsu - Miscellaneous (1937-1941)

2(d) Cont.

or all claims arising out of or in connection with any of the said Agreements.

IN WITNESS WHEREOF THE Parties of the First Part have hereunto set their hands and seals and the Party of the Second Part has caused its corporate seal to be hereunto affixed in the presence of its proper officers the day and year first above written.

SIGNED SEALED AND DELIVERED
by the said Eikichi Kagetsu
in the presence of:

"E. Kagetsu"

"M. McNaughton"

SIGNED SEALED AND DELIVERED
by the said Eiichi Fukusawa
in the presence of:

"E. Fukuzawa"

"M. McNaughton"

SIGNED SEALED AND DELIVERED
by the said Yoshikane
Shimizaki in the presence of

"Y. Shimazaki"

"M. McNaughton"

THE CORPORATE SEAL of the
said Ocean Timber Co. Ltd.
was hereunto affixed in the
presence of:

OCEAN TIMBER CO. LTD.
(SEAL)

"C. M. Stewart"
President
"E. Kagetsu"
Sety. Treas.

Wire Ropes

Boon Chains

Roading

Camp Building

Bonds (Residence of Canada)

Logs on hand (Stocks)

1936 Kagetsu - Miscellaneous (1937-1941)

SCHEDULE "A" KAGETSU CO. LTD.

1 - Skagit Yarder	\$ 8,134.00	
1 - Cletrac Tractor with Dozer & Double Winch	13,744.75	d.
1 - Steam Yarder & Loader	12,493.57	
1 - Locomotive 50 Tons Shay	13,448.19	
1 - Speeder Ford Engine	2,600.00	
2 - Tank Cars	1,600.00	
1 - Washington 4 drum Diesel Yard	16,482.62	
1 - Tacoma Donkey	2,270.00	
1 - Water Tank with wood pipes	99.75	
2 - Push Cars	240.00	
1 - Steam Pump	609.08	
1 - Oil Burner	208.70	
1 - Oil Tank	186.00	
1 - Fairlead	593.00	
1 - Steam Pump	120.10	
Fire Pump	558.42	
Fire Extinguisher	215.00	
Logging Equipment, Blocks, hooks swivels, tongs, etc.	12,149.92	
Sundry equipment, jacks, shovels hammers, saws, blacksmith tools	1,716.38	
Wire Ropes	87,469.48	
Boom Chains	8,852.10	
Roading	4,127.13	
Camp Building	13,170.14	
Bonds (Dominion of Canada)	6,069.41	
	2,053.25	
Logs on hand (Stocks)	121,741.51	
	88,127.00	
	\$ 209,868.51	

of seventy-two hundred dollars (\$7200.00).

There being no further business the meeting
thereupon adjourned.

"C.H. Stewart"

Chairman.

Kagetsu - Miscellaneous (1937-1941)

OCEAN TIMBER CO. LTD.

MINUTES of meeting of DIRECTORS of the Ocean Timber CO. Ltd., held at the registered office of the Company, Room 5, 425 Howe Street, Vancouver, British Columbia, Wednesday the 21st day of June, A.D. 1939 at 2:00 P.M.

PRESENT:

Mr. C.M. Stewart
Mr. Eikichi Kagetsu
Mr. Eiichi Fukuzawa
Mr. Seizo Fukuda

Mr. Stewart occupied the chair.

IT WAS UNANIMOUSLY RESOLVED that Mr. E. Kagetsu be appointed as Managing Director of the Company on the following basis:

1. Salary to be Two Hundred and Fifty Dollars (\$250.00) plus One Hundred and Fifty Dollars (\$150.00) allowance for office expenses.
2. Engagement to commence July 1st, A.D. 1939 and to continue for the period of Twelve (12) months.
3. Mr. Kagetsu to work part time being allowed to devote the necessary time for the carrying on of his own private logging business.
4. This contract of employment to be cancelled by either parties by an notice in writing delivered to the other party. Cancellation taking effect three months after delivery of notice.
5. IT WAS UNANIMOUSLY RESOLVED that the Company acquire the Railway Right-of-way Lands covered by Certificates of Indefeasible Title number 111258 and 111259, and that the Company pay Mr. Kagetsu therefore the sum of Seventy-two Hundred Dollars (\$7200.00).

There being no further business the meeting thereupon adjourned.

"C.M. Stewart"

Chairman.

1726 Kagetsu - Miscellaneous (1939-1941)

This Indenture,

Made (in duplicate) this 13th day of July in the year of our Lord one thousand nine hundred and ~~twenty~~ thirty-nine

In Pursuance of the Act respecting Short Forms of Mortgages

Between

OCEAN TIMBER CO. LIMITED, a body corporate having its registered office for the Province of British Columbia at Room 5, 425 Howe Street, Vancouver, British Columbia.

Insert full Name, Street Address and Occupation of each Party.

(hereinafter called the Mortgagor)

of the FIRST PART

AND

SEIZO FUKUDA, Manager, 1024 Exchange Building, 2nd Avenue, Seattle, Washington, United States of America.

(hereinafter called the Mortgagee)

of the SECOND PART

WITNESSETH that in consideration of the sum of One Hundred and Fifty-nine Thousand, Six Hundred and thirteen & 73/100 ----- Dollars of lawful money of Canada now paid by the said

Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor DOTH GRANT and Mortgage unto the said Mortgagee, his heirs and assigns FOR EVER:

ALL AND SINGULAR those certain parcel or tract of land and premises situate, lying and being in the Province of British Columbia

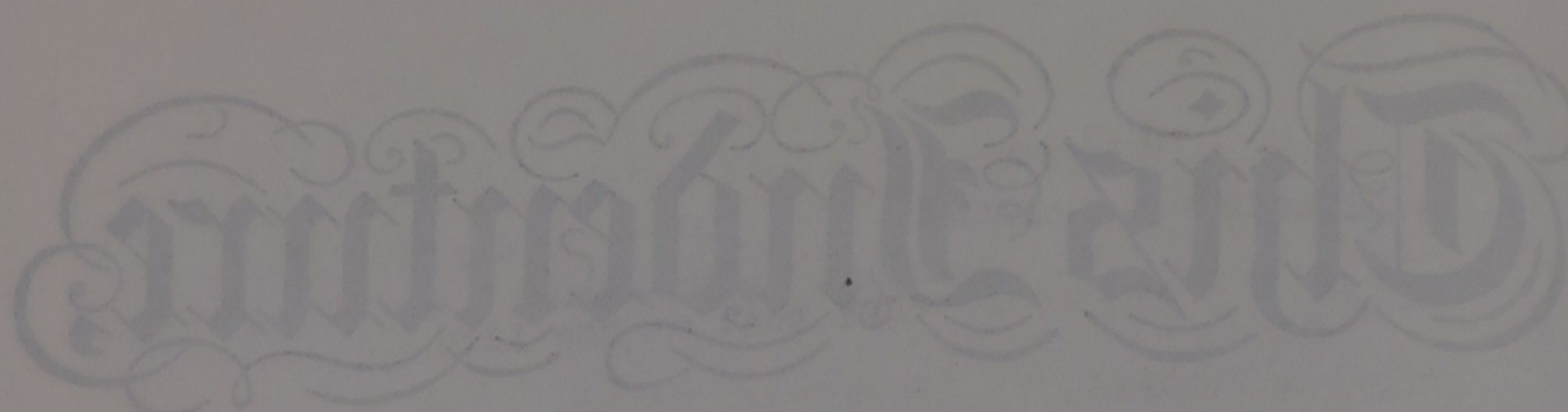
Province of British Columbia, more particularly known and described as Block four hundred and three (403), COWICHAN LAKE DISTRICT, containing thirty-eight hundred and eighty-seven (3887) acres, more or less, as shown outlined in red on Plan deposited under No. 130-R.

AND: Lot sixty-six (66), COWICHAN LAKE DISTRICT, containing one hundred and fifty-seven and thirty-eight hundredths (157.38) acres, more or less, as shown on Plan deposited under No. 91215-I.

Ltd.

by,

1726 Kageitsu - Miscellaneous (1937-1941)



TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging or with the same or any part thereof held or enjoyed or appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of him, the said Mortgagor in, to or upon the said premises,

PROVIDED this mortgage to be void on payment of One Hundred and Fifty-nine Thousand six hundred and thirteen ----- ⁷³ Dollars of lawful money of Canada, with interest at

C.M.S. 4 $\frac{1}{2}$ per cent. per annum, both before and after maturity, as follows: The said principal sum
F.C.H. of \$ 159,613.73 is to be paid ¹⁰⁰ four (4) years from date hereof.
E.K. Interest to be paid on each 16th day of December and June hereafter. All payments of principal and interest to be made only in currency of the United States of America.

(hereinafter called the Mortgage)
of the SECOND PART

C.M.S. interest for the same at the rate aforesaid, payable by equal instalments of \$XX
F.C.H. on the XXX
E.K. XXX
until the principal is paid, without any deduction whatsoever, the first payment of interest to be due and

AND the said Mortgagor COVENANTS with the said Mortgagee that he will pay any Tax which may arrears of both principal and interest to bear interest at the rate above mentioned, and such interest on arrears to be a charge on the land in the same manner as all other money hereby secured and to be payable on the days and dates hereinbefore provided for payment of interest; and taxes and performance of Statute Labor.

AND THAT in default of the
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quills.
AND THAT the said I HER
AND THAT the said
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AND the British Colum
subject to the said
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may on that he is th
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name of annexed Instr
principal Co. Limited t
PROVIDED ALSO
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such sale, shall be in done
PROVIDED Province of
PROVIDED A.D. 1939.
be effectually given during
or notice with some pow
or at the option of the Mort
published or circulating
and such notice or notice
standing any person to be
Wherever the charter or
plural or the function or
traitors, assassins and so
so require).

In Witness Whereof
Signature of Witness
Street Address
City or Town
Occupation of Witness

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 13th day of July, A.D. 1939, at Vancouver, in the Province of British Columbia, C. M. STEWART, who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed his name to the annexed Instrument as President of the Ocean Timber Co. Limited to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at Vancouver, in the Province of British Columbia, this 13th day of July, A.D. 1939.

"F.C. Hall"

A Commissioner for taking affidavits
within British Columbia.

In Witness Whereof

SIGNED _____

Signature of Witness

Street Address

City or Town

Occupation of Witness

Ocean Timber Co. Limited

C. M. Stewart

President

Secretary

Treasurer

AND THAT on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

AND THAT the said Mortgagor will execute such further assurances of the said lands as may be requisite.

AND THAT the said Mortgagor has done no act to encumber the said lands.

AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value.

AND the said Mortgagor doth **RELEASE** to the said Mortgagee **ALL** his **CLAIMS** upon the said lands, subject to the said Proviso.

PROVIDED, that the said Mortgagee on default of payment for one (1) month may on thirty (30) days notice enter on and lease or sell the said lands, **PROVIDED** that the said Mortgagee may distrain for arrears of interest; **PROVIDED** that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

PROVIDED ALSO, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands. **PROVIDED ALSO** that any notice or notices to be given under the provisions of this Mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied, or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published or circulating in the

of and such notice or notices shall be sufficient, though not addressed to any person by name, and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

In the presence of

Signature of Witness

Street Address

City or Town

Occupation of Witness

OCEAN TIMBER CO. LIMITED

"C.M. Stewart"

President

"E. Kagetsu"

Secty. Treasurer.

1.

July 13th 1939

OCEAN TIMBER CO. LIMITED

—TO—

SEI ZO FUKUDA

Fortyfour

SHORT FORM

The Clarke & Stuart Co., Ltd., Law Printers and Stationers
Vancouver, B.C. Form No. 5

CARL M. STEWART,
Barriſter & Solicitor,
425 Howe Street
VANCOUVER, B.C.

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the

day of 192 , at
in the Province of British Columbia.

(whose identity has been proved by the evidence on

... , who is) personally known to me, appeared

the person mentioned in the annexed instrument as

subscribed thereto as part , that know
and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office.

TESTIMONY whereof I have hereunto set my hand and seal of office,
at _____ in the Province of _____

British Columbia, this day of

in the year of our Lord one thousand nine hundred and twenty-

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

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

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA }
To Wit:

I,
of

of the
in the Province of British Columbia.

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by

the part thereto, for the purposes named therein.

2. The said instrument was executed at

3. I know the said part , and that

of the full age of twenty-one years.

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

Sworn before me at

in the Province of British Columbia, this

day of 192

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

OCEAN TIMBER CO. LTD.

MINUTES of the meeting of Directors of Ocean Timber Co. Ltd. held at the registered office of the Company, Room 5, 425 Howe Street, Vancouver, British Columbia, on Thursday, the 10th day of August, 1939 at 10 A.M.

PRESENT:

Mr. C. M. Stewart, in the chair
Mr. Eikichi Kagetsu
Mr. Yoshikane Shimazaki
Mr. Yugi Yamamoto
Mr. Seizo Fukuda.

THE RESIGNATION of Mr. Fukuzawa was tendered and accepted. The resignation of Mr. Fukuda was tendered and accepted to take effect at the termination of this meeting.

TRANSFER of one share from Mr. Fukuzawa to Mr. A. Gunji and seven thousand four hundred and ninety-seven (7497) shares from Mr. Fukuda to Seichiro Kashio were presented to the meeting and unanimously approved of and consented to.

IT WAS UNANIMOUSLY RESOLVED that the Company carry a second bank account with the Royal Bank of Canada and that Mr. Kagetsu be authorized to sign and endorse cheques for this account on behalf of the Company.

IT WAS UNANIMOUSLY RESOLVED that the vacancies on the Board of Directors, caused by the resignation of Mr. Fukuda and Mr. Fukuzawa, be filled and that Mr. Seichiro Kashio and Mr. A. Gunji be and are hereby appointed Directors.

IT WAS UNANIMOUSLY RESOLVED that the Company give to Mr. Fukuda, or his assigns, a promissory note covering the Company's indebtedness to him assumed when the Company acquired the assets of the partnership previously carried on in the logging operations taken over by the Company and that Mr. Yamamoto and Mr. Kagetsu be and are

1936 Kagetsu - Miscellaneous (1937-1941)

hereby authorized to sign such a note on behalf of the Company.

IT WAS UNANIMOUSLY RESOLVED that the Company enter into an agreement with Mr. Seichiro Kashio as assignee of Mr. Seizo Fukuda covering the loan agreement dated the 12th day of June, 1939 made between the Company and the said Mr. Seizo Fukuda and that Mr. Stewart and Mr. Kagetsu be and are hereby authorized on behalf of the Company to affix the Company seal to such new agreement.

There being no further business, the meeting then adjourned.

one OCEAN TRADING CO. LTD. mortgaged the goods and personal chattels therein mentioned with the Assignor for securing the payment of One Hundred Chairman Three Hundred and Fifty-one dollars and Ninety-eight cents and interest thereon at the rate of 4 1/2 per cent per annum. and there is now unpaid/upon the said Chattel Mortgage for principal the sum of One Hundred and Nine Thousand, Three Hundred and Fifty-one dollars and Ninety-eight cents and interest thereon at the rate aforesaid from the 12th day of June, 1939. and the Assignor has agreed to assign and transfer the said Chattel Mortgage and the monies secured thereon to the assignee.

AND THIS INSTRUMENT WITNESSETH that in consideration of One Dollar of lawful money of Canada, now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged) THE Assignor DOETH HEREBY ASSIGN and set over unto the Assignee,

1936 Kagetsu - Miscellaneous (1937-1941)

COPY

"A"

THIS INDENTURE made the 10th day of August
one thousand nine hundred and thirty-nine

IN PURSUANCE OF THE "BILLS OF SALE ACT"

BETWEEN:

SEIZO FUKUDA, 202 West Prospect, Seattle,
Washington, United States of America, Importer,

hereinafter called the "ASSIGNOR",

AND

SEIICHIRO KASHIO, Manager, 1024 Exchange Building,
2nd Avenue, Seattle, Washington, United States of
America.

hereinafter called the "ASSIGNEE"

WHEREAS by a certain Chattel Mortgage dated the 12th
day of June one thousand nine hundred and thirty-nine and
duly filed in the office of the Registrar of the County Court
at Nanaimo on the 15th day of June 1939, as No. 5977
one OCEAN TIMBER CO. LTD. ----- mortgaged
the goods and personal chattels therein mentioned unto the
Assignor for securing the payment of One Hundred and Nine Thousand,
Three Hundred and Fifty-one dollars and Ninety-eight cents
and interest thereon at the rate of $4\frac{1}{2}$ per cent per annum.
AND WHEREAS there is now unpaid/upon the said Chattel Mortgage for
principal the sum of One Hundred and Nine Thousand, Three
Hundred and Fifty-one dollars and Ninety-eight cents and
interest thereon at the rate aforesaid from the 12th day of
June, 1939.

AND WHEREAS the Assignor has agreed to assign and transfer
the said Chattel Mortgage and the monies secured thereunder
to the Assignee.

NOW THIS INDENTURE WITNESSETH that in consideration of
One Dollar of lawful money of Canada, now paid by the Assignee
to the Assignor (the receipt whereof is hereby acknowledged)
THE Assignor DOTH HEREBY ASSIGN and set over unto the Assignee,

1936 Kageetsu - Miscellaneous (1937-1941)

personal chattels in any wise encumbered or whereby the
said goods and personal chattels or any of them have been or may be
removed from the premises aforesaid and that the Assignor
will, upon the request and at the costs of the Assignee, do,
perform and execute every act necessary for further assuring
the said mortgage money and goods and personal chattels, and
for enforcing the performance of the covenants and other
matters contained in the said Mortgage.

WHEREVER the singular or the masculine is used in this
Indenture, the same shall be deemed to include the plural
or the feminine, or the body politic or corporate; also the
respective heirs, executors, administrators, successors and
assigns of the parties hereto and each of them, (where the
context or the parties so requires).

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

SIGNED, SEALED AND DELIVERED
In the Presence of

Signature of Witness: C. M. Stewart

Street Address: 425 Howe Street,

City of Town: Vancouver, B.C.

Occupation of Witness: Solicitor

) "S. Fukuda"

"A"

This is the paper-writing marked "A" and referred to in
affidavit of C. M. Stewart sworn to before me this
15th day of August, A.D. 1939.

"Hilbert Hobb"

A Commissioner for taking affidavits
within British Columbia.

1936 Kageitsu - Miscellaneous (1937-1941)

SCHEDULE "A"

1 - Skaget Yarder	8,134.00	
1 - Cletrac Tractor with Dozer and Double Winch	13,744.75	
1 - Steam Yarder & Loader	12,493.57	
1 - Locomotive 50 Tons Shay	13,448.19	
1 - Speeder Ford Engine	2,600.00	
2 - Tank Cars	1,600.00	
1 - Washington 4 Drun Diesel Yard	16,482.62	
1 - Tacoma Donkey	2,270.00	
1 - Water Tank with wood pipes	99.75	
2 - Push Cars	240.00	
1 - Steam Pump	609.08	
1 - Oil Tank	186.00	
1 - Oil Burner	208.70	
1 - Fairlead	593.00	
1 - Steam Pump	120.10	
Fire Pump	558.42	
Fire Extinguisher	215.00	
Logging Equipment, Blocks, Hooks, Swivels, tongs, etc.	12,149.92	
Sundry Equipment, jacks, shovels, hammers, saws, blacksmith tools.	<u>1,716.38</u>	87,469.48
Wire Ropes		8,852.10
Boom Chains		4,127.13
Roading		13,170.14
Camp Building		6,069.41
Bonds (Dominion of Canada)		2,053.25
		<u>121,741.51</u>
Logs on hand (stocks)		88,127.00
		<u>\$209,868.51</u>

1936 Skagetu - Miscellaneous (1937-1941)

1936 Kagehwa - Miscellaneous (1937-1941)

DATED August 10, 1939

SEIZO FUKUDA

TO

SEIICHIRO KASHIO

ASSIGNMENT

OF

CHATTEL MORTGAGE

CARL M. STEWART
Barrister & Solicitor
425 Howe Street
VANCOUVER, B.C.

"Bills of Sale Act"

British Columbia) I, C. M. Stewart of 425 Howe Street,
TO WIT) Vancouver, British Columbia, make oath and

say as follows:

1. That the paper-writing hereunto annexed and marked "A", is a true copy of an Assignment of Chattel Mortgage and every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by SEIZO FUKUDA
2. That the Assignment of Chattel Mortgage was made and given by the said Seizo Fukuda on the 10th day of August in the year of our Lord one thousand nine hundred and thirty-nine.
3. That I was present and did see the said Seizo Fukuda sign and execute the same on the said 10th day of August in the year aforesaid.
4. That the said Seizo Fukuda at the time of making and giving the said Assignment of Chattel Mortgage, resided and still resides at 202 West Prospect, Seattle, United States of America and then was and still is Lumberman.
5. That the name C. M. Stewart set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at 425 Howe Street, Vancouver, British Columbia, and am solicitor.

Subscribed and sworn before me this 15th)
day of August, A.D. 1939 at the City of)
Vancouver in the Province of British)
Columbia.)

"C. M. Stewart"

"Hilbert Hobb"
A Commissioner for taking affidavits
within British Columbia.

This Indenture

made ~~(in duplicate)~~ the **10th** day of **August**
in the year of Our Lord one thousand nine hundred and **thirty-nine**
Between

**SEIZO FUKUDA, Manager, 1024 Exchange Building,
2nd Avenue, Seattle, Washington, United States of
America.**

hereinafter called the "Assignor" of the first part, and

**SEIICHIRO KASHIO, Manager, 1024 Exchange Building,
2nd Avenue, Seattle, Washington, United States
of America.**

hereinafter called the said "Assignee" of the second part

Whereas by a Mortgage dated on the **13th** day of
July one thousand nine hundred and **thirty-nine**

**OCEAN TIMBER CO. LIMITED, a body corporate having
the registered office for the Province of British
Columbia at Room 5, 425 Howe Street, Vancouver,
British Columbia.**

did grant and Mortgage the land and premises therein and hereinafter described to

SEIZO FUKUDA

for securing the payment of **One Hundred and Fifty-nine Thousand, Six Hundred
and Thirteen Dollars and Seventy-Three cents -----**

and there is now owing upon the said Mortgage

\$159,613.73 & Interest

1936 Kaseitsu - Miscellaneous (1937-1941)

Now this Indenture Witnesseth that in consideration of

lawful money of Canada now paid by the said Assignee to the said Assignor (the receipt whereof is hereby acknowledged) The said Assignor Do hereby Assign, transfer and set over unto the said Assignee

All that the said before in part recited Mortgage, and also the said sum of

and Fifty-nine Thousand and Six hundred thirteen Dollars of now owing as aforesaid, together with all moneys that may hereafter become due or owing in respect of the said Mortgage.

All the full benefit of all powers and all covenants and provisos contained in said Mortgage. And also full power and authority to use the name or names of the said Assignor for enforcing the performance of the covenants and other matters and things contained in the said Mortgage. And the said Assignor Do hereby Grant and convey unto the said Assignee All and Singular

those certain parcels or tracts of land and premises situate, lying and being in the Province of British Columbia, more particularly known and described as Block four hundred and three (403), COWICHAN LAKE DISTRICT, containing thirty-eight hundred and eighty-seven (3887) acres, more or less, as shown outlined in red on Plan deposited under No. 130-R

AND: Lot sixty-six (66), COWICHAN LAKE DISTRICT, containing one hundred and fifty-seven and thirty-eight hundredths (157.38) acres, more or less, as shown on Plan deposited under No. 91215-I.

To Have and
accrue thereon.
the said Assign

And the said A
hereby assigned
Thousand,
is now owing a
thing whereby
that he
performance of
The expression
heirs, executor

Witness W

Signed, Se

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425 Ho
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1936 Kagehisa - Miscellaneous (1937-1941)

To Have and to Hold the said Mortgage and all moneys arising in respect of the same and to accrue thereon. And also the said lands and premises thereby granted and mortgaged to the use of the said Assignee absolutely forever, but subject to the terms contained in such Mortgage.

And the said Assignor Doth Hereby Covenant with the said Assignee that the said Mortgage hereby assigned is a good and valid security, and that the sum of One Hundred Fifty-nine Thousand, Six Hundred Thirteen & 73/100 & Interest Dollars is now owing and unpaid, and that he has not done, or permitted any act, matter, or thing whereby the said Mortgage has been released or discharged, either partly or in entirety; and that he will, upon request: do, perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

The expression Assignor and Assignee herein shall include the parties hereto, their and each of their heirs, executors, administrators, successors and assigns respectively.

Witness Whereof, the said parties have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

C. M. Stewart,
Solicitor,
425 Howe St.,
Vancouver, B.C.

C. M. Stewart
Solicitor
425 Howe St.
Vancouver, B.C.

" S. Fukuda "

"S. Kashio"

1726 Kageetsu - Miscellaneous (1937-1941)

Affidavit for Witness

To Wit:

- I, _____, of the _____,
of _____, in the Province of British Columbia, make oath and say:—
1. I was personally present and did see the within instrument duly signed and executed by _____
the part thereto, for the purposes named therein.
 2. The said instrument was executed at _____.
 3. I know the said part _____, and that _____ of the full age of twenty-one years.
 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____
in the Province of British Columbia, this _____
day of _____, 192_____

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

CARL M. STEWART
Barrister & Solicitor.
425 Howe Street
VANCOUVER, B.C.

ASSIGNMENT
—OF—
MORTGAGE

SEIZO FUKUDA

—TO—

SEIZO FUKUDA

Dated August 10, 1923

Acknowledgment for Maker of a Deed

I HEREBY CERTIFY that, on the 10th day of August, 1923
at VANCOUVER, in the Province
of BRITISH COLUMBIA
SEIZO FUKUDA [whose identity has been
proved by the evidence on oath of _____
who is personally known to me, appeared before me and acknowledged to me that he is
the person mentioned in the annexed instrument as the maker thereof, and whose name
is subscribed thereto as part y, that he knows the contents thereof, and that
he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at
Vancouver, British Columbia, this 10th day of
August, in the year of our Lord one thousand nine hundred
and thirty-nine

"C. M. Stewart"

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

OCEAN TIMBER CO. LTD.

MINUTES of the meeting of Directors of Ocean Timber Co. Ltd., held at the registered office of the Company, Room 5, 425 Howe Street, Vancouver, British Columbia, on Monday, the 6th day of November, 1939 at 11.30 A.M.

PRESENT:

Mr. C.M. Stewart
Mr. Eikichi Kagetsu
Mr. Yoshikane Shimazaki
Mr. A. Gunji
Mr. Yugi Yamamoto.

Mr. Stewart occupied the Chair.

THE RESIGNATION of Mr. Yamamoto was tendered and accepted to take effect at the termination of this meeting.

THE TRANSFER of one share from Mr. Y. Yamamoto to Mr. S. Okawa was presented to the meeting and unanimously approved of and consented to.

IT WAS UNANIMOUSLY RESOLVED that the vacancy on the Board of Directors caused by the resignation of Mr. Yamamoto be filled and that Mr. S. Okawa be and is hereby appointed a Director.

IT WAS UNANIMOUSLY RESOLVED that the present Bank arrangement with the Canadian Bank of Commerce be altered providing in future for cheques to be signed by E. Kagetsu and S. Okawa jointly with endorsements for deposit by either of them. The usual printed form of banking resolution be completed and attached to these minutes.

There being no further business, the meeting then adjourned.

Chairman.

1939 Kagetsu - Miscellaneous (1939-1941)

ANNUAL MEETING OF SHAREHOLDERS of Ocean Timber Co.
Ltd. held at the Registered Office of the Company
at Room 7, 425 Howe Street, in the City of Vancouver,
in the Province of British Columbia, on the 8th
day of August, A.D. 1940 at 2:30 P.M.

PRESENT:

Mr. C.M. Stewart
Mr. E. Kagetsu
Mr. A. Gunji
Mr. H. Nakayama
Mr. S. Okawa
Mr. S. Kashio

Mr. C. M. Stewart occupied the chair.

IT WAS UNANIMOUSLY RESOLVED that the following
be the Directors of the Company for the ensuing
year:

Mr. C.M. Stewart
Mr. E. Kagetsu
Mr. A. Gunji
Mr. H. Nakayama
Mr. S. Okawa
Mr. S. Kashio

IT WAS UNANIMOUSLY RESOLVED THAT Mr.C.M.
Stewart be President and Mr. E. Kagetsu be Managing
Director and Secretary-Treasurer of the Company.

The Statement of Profit and Loss and the
Company's Balance Sheet up to the end of June 1940
was presented to the meeting.

IT WAS UNANIMOUSLY RESOLVED that due to
unfavorable conditions of the market that logging
operations be suspended.

IT WAS UNANIMOUSLY RESOLVED that Mr.E.
Kagetsu be and is hereby authorized to secure a
purchaser for all of the Company's Assets.

There being no further business the meeting
thereupon adjourned.

Chairman.

1940 Kagetsu - Miscellaneous (1937-1941)

MINUTES OF MEETING OF DIRECTORS of the Ocean Timber Company Limited, held at the Registered Office of the Company, at Room 7, 425 Howe Street, in the City of Vancouver, Province of British Columbia, on the 8th day of August, A.D. 1940, at 3:00 P.M.

PRESENT:

C.M. Stewart
E. Kagetsu
A. Gunji
S. Okawa
S. Kashio.

Mr. C.M. Stewart occupied the chair.

IT WAS UNANIMOUSLY RESOLVED that the resignation of Mr. Shimazaki, as Director, be accepted.

IT WAS UNANIMOUSLY RESOLVED that the transfer of one share of Mr. Y. Shimazaki to Mr. H. Nakayama be and is hereby approved.

IT WAS UNANIMOUSLY RESOLVED that Mr. H. Nakayama be appointed Director in the place of Mr. Shimazaki.

IT WAS UNANIMOUSLY RESOLVED that the Bank Account of the Company with the Royal Bank of Canada carried pursuant to a resolution of the Directors dated August 10th, 1939 be discontinued, and that the authority given Mr. Kagetsu under the said resolution be cancelled and that the Royal Bank be notified accordingly.

There being no further business the meeting thereupon adjourned.

Chairman

1940 Kagetsu - Miscellaneous (1939-1941)

1726 Kagetsu - Miscellaneous (1937-1941)

E. Kagetsu,
Vancouver, B. C.
Sept. 4, 1941.

Mitsui & Co. Ltd.,
Seattle, Wash.
1430 Exchange Bldg.

Bill 1.	Block 195 Timber	\$103,316.19
" 2.	for one house	4,650.00
" 3.	Deep Bay Log. Co.'s railway loss	<u>72,000.00</u>
Total.....		<u>\$179,966.19</u>

Your Company must be responsible for the above account by your Agreement of March 31, 1937.

Int. May 11, 1937 to Nov. 11, 1937	2,422.75
" Nov. 11, 1937 to May 11, 1938	2,701.84
1940 tax	924.10
Fire protection tax	58.74
Int. May 11, 1940 to Nov. 11, 1940	2,612.16
" Nov. 11, 1940 to May 11, 1941	2,894.74
1941 tax	770.00
Fire protection tax	58.74
Int. May 11, 1941 to Nov. 11, 1941	2,999.20

103,316.19

1726 Kagetsu - Miscellaneous (1937-1941)

Bill 2.

Mr. E. Kagetsu bought a house for Mr. Y. Shimazaki
by Mitsui & Co. Ltd.'s order.

Purch Bill 1. April 1937.

Purchase price

\$4,690.00

BLOCK 195 Cowichan Lake District.

Purchase Date May 1937.

Purchase Price	\$75,000.00
1937 tax	887.52
Fire protection tax	58.74
Int. May 11, 1937 to Nov. 10, 1937	2,278.39
" Nov. 11, 1937 to May 10, 1938	2,346.74
1938 tax	890.84
Fire protection tax	58.74
Int. May 11, 1938 to Nov. 10, 1938	2,445.63
" Nov. 11, 1938 to May 10, 1939	2,518.99
1939 tax	887.47
Fire protection tax	58.74
Int. May 11, 1939 to Nov. 10, 1939	2,622.95
" Nov. 11, 1939 to May 10, 1940	2,701.64
1940 tax	924.10
Fire protection tax	58.74
Int. May 11, 1940 to Nov. 10, 1940	2,812.18
" Nov. 11, 1940 to May 10, 1941	2,896.54
1941 tax	799.68
Fire protection tax	58.74
Int. May 11, 1941 to Nov. 10, 1941	3,009.22

103,316.59

1726 Kagetsu - Miscellaneous (1937-1941)

Bill 2.

Mr. E. Kagetsu bought a house for Mr. Y. Shimazaki
by Mitsui & Co. Ltd.'s order.

Purchase date April 1937.

Purchase price

\$4,650.00

Bill 3.

E. Kagetsu arranged the free use of Deep Bay
Logging Co. Limited's railways for Victoria Lumber
Co. Ltd. when the Ocean Timber Co. bought the Victoria
Lumber Co.'s right of way. Therefore E. Kagetsu's
losses are as follows:

Victoria Lumber Co. Ltd. - log out -	in 1938	55,000,000 ft.
	in 1939	65,000,000 ft.
	in 1940	60,000,000 ft.
	Total	180,000,000 ft.
	Average -	60,000,000 ft.

Regularly 10¢ per thousand feet should have been
received -

Victoria Lumber Co. Ltd. certifies ⁹ 12 years' use of
Deep Bay Logging Co.'s railways (from 1938 to 1949)

\$ 72,000.00.
54

1726 Kagetsu - Miscellaneous (1937-1941)

SHIMIZU MORGAN KAWASAKI KAIHWA

Seattle, Washington,
September 27th, 1941.

E. Kagetsu, Esq.

2 Watchmen (min. wage each \$83.20) \$166.40
Paid 100.00

Balance \$66.40

Dear Sir:

19 Months \$1261.60

E. Kagetsu (min. wage \$300.00) 5700.00

Total \$6961.60

Traveling and other expenses besides...

I greatly appreciate your letter of the 15th inst. regarding the various matters discussed therein. I visited your City. I obtained yesterday a copy of the discussions from Mr. Stewart. However, we received yesterday a notification from the Federal Authorities in Washington practically refusing to approve our second application asking for permission to sell the chattel mortgage and 7500 shares to Lake Logging Company with myself as the vendor, the reason for their disapproval being that a consideration of the second application cannot be taken after the first application has already been approved on the same matter. This being the case, in order to consummate a deal with Lake Logging Company we must follow the course set out in the first application, a copy of which is left with Mr. Stewart. The arrangement for the transaction set forth in the first application was as follows: Kashio was to give a release of the mortgage to Ocean Timber Company, which Company in turn was to sell all standing timber, equipment and machinery to Lake Logging Company for a consideration of \$155,000.00. This sum of \$155,000.00 together with other assets of Ocean Timber Company amounting to approximately \$20,000.00 including your indebtedness to the Company, bonds and money in the bank, making a grand total of \$175,000.00, was to be applied in full settlement of the loan made by Kashio. From the above-mentioned amount Kashio was to pay \$20,000.00 to you and with the balance to buy bonds which were to be exported to the United States. All the shares in the Ocean Timber Company were to be transferred to Lake Logging Company without

1
MITSUI BUSSAN KABUSHIKI KAISHA

Seattle, Washington,
September 27th, 1941.

E. Kagetsu, Esq.

Vancouver, B. C.

Dear Sir:

I greatly appreciate your trouble in discussing various matters with Mr. Trefethen when he visited your City. I obtained yesterday a synopsis of the discussions from him. However, we received yesterday a notification from the Federal Authorities in Washington practically refusing to approve our second application asking for permission to sell the chattel mortgage and 7500 shares to Lake Logging Company with myself as the vendor, the reason for their disapproval being that a consideration of the second application cannot be taken after the first application has already been approved on the same matter. This being the case, in order to consummate a deal with Lake Logging Company we must follow the course set out in the first application, a copy of which is left with Mr. Stewart. The arrangement for the transaction set forth in the first application was as follows: Kashio was to give a release of the mortgage to Ocean Timber Company, which Company in turn was to sell all standing timbers, equipment and machinery to Lake Logging Company for a consideration of \$155,000.00. This sum of \$155,000.00 together with other assets of Ocean Timber Company amounting to approximately \$20,000.00 including your indebtedness to the Company, bonds and money in the bank, making a grand total of \$175,000.00, was to be applied in full settlement of the loan made by Kashio. From the above-mentioned amount Kashio was to pay \$20,000.00 to you and with the balance to buy bonds which were to be exported to the United States. All the shares in the Ocean Timber Company were to be transferred to Lake Logging Company without

1726 Kagetsu - Miscellaneous (1937-1941)

compensation. You know very well that the Lake Logging Company first made an offer to Ocean Timber Company to purchase the standing timbers, machinery and equipment for the sum of \$155,000.00, and Ocean Timber Company then had the intention of dissolving that Company after having sold all its assets and paid back the loan owing to Kashio. The Lake Logging Company however, later expressed a desire to have all the shares in the Company transferred to them without recompense and all the shareholders agreed to transfer their shares without recompense. To this arrangement we secured your agreement, whereupon we made the necessary applications for execution of this Agreement to both the Japanese and United States Authorities.

Furthermore, upon receipt of the said sum of \$175,000.00 from Ocean Timber Company, Kashio was to pay out of the said sum \$20,000.00 to compensate your loss sustained in connection with the affairs of Ocean Timber Company. I have been under the impression that you agreed to this arrangement. However, in the event of your transferring your shares in the Company without recompense you feel that your interest will be jeopardized as a result of receiving this sum of \$20,000.00 from the Mitsui Company as a sort of gift instead of recompense for your shares in the Company. I have no objection to your selling your shares for the sum of \$20,000.00 provided that you give us a release to the effect that all the business affairs and the transactions between yourself and the Mitsui Company have come to a satisfactory completion. It must be understood that out of the \$20,000.00 you receive in return for 2500 shares transferred, your own indebtedness to Ocean Timber Company in the sum of \$16,272.10 must be deducted.

When we met at the Company's residence on July 26th you agreed to declare that your business connections with Mitsui Company have come to a satisfactory completion in consideration of the said sum of \$20,000.00. I have been under the impression ever since that you agreed

1936 Kashio - Miscellaneous (1937-1941)

as stated above. When we received your request to further compensate your loss I was very much surprised and perplexed.

As you know, I have fully explained the particulars of the transactions to the respective Treasury Offices of Japan and the United States and we have already obtained permission to receive the said sum of \$155,000.00 due Kashio. Under the circumstances, if we agree to pay you more than \$20,000.00 the amount receivable by Kashio will be reduced and a new amended application may be required in consequence. If we are compelled to make such new application it will delay the consummation of the deal and no one can tell when we will be able to bring this deal to a conclusion. You will readily see that we both will lose considerably as a result of such a delay.

As I told you when you visited Seattle recently, I am making every effort in order to lighten your loss but you must understand that there is a limit to my power in such matters. Moreover, I cannot see my way clear to agree to your request for a sum in excess of \$20,000.00 because such change in the amount payable to you must receive approval from all Authorities of Japan, United States and Canada to comply with their exchange regulations. I am afraid that any delay caused through such a request on your part may radically upset the entire deal.

When we are very near to the consummation of the deal after a serious effort made during the past several months until September, it would be a great disappointment if this deal fell due to certain disagreements between you and ourselves. It is my honest hope and wish that you reconsider your stand with a view to bringing about the satisfactory conclusion of the deal with Lake Logging Company in consideration of the above-mentioned sum of \$20,000.00 for you. In view of our second application having been disapproved, the first application, which was approved, must be renewed at once

1936 Kashio - Miscellaneous (1937-1941)

since it expires on 1st October.

The Lake Logging Company state that they wish to close the deal as soon as possible in line with the arrangement set forth in our first application. They also state that they are ready to buy the standing timbers and equipment outright if there is difficulty in the way of the Company's shares being transferred. In view of this wish of the said Company, I ask you to agree to sell your shares to Lake Logging Company for the sum of \$20,000.00 and to give us a release as stated before and also to pay your indebtedness to the Company in the amount of \$16,272.10. The Ocean Timber Company then will sell all the standing timbers and assets of the Company consisting of bonds and money in the Bank and your indebtedness to the Company for the sum of \$155,000.00 to Lake Logging Company. After paying all liabilities of the Company from the above sum, the balance will be paid to Kashio to liquidate the loan made by him. All the shares of the Company held by the shareholders here will be transferred to the Lake Logging Company without recompense. If you agree to this proposal to bring the deal to completion we ask you to kindly wire us at your earliest convenience, upon receipt of which we will apply for the extension of date of the first application already approved by the Authorities.

It appears that you have certain misunderstandings of our insistence of obtaining from you a release to the Mitsui Company. However, we often ask for such a release from parties upon the completion of various undertakings merely to show that such enterprise has come to a mutual satisfactory conclusion. I sincerely hope that you will kindly reply whether or not you will agree to give us such release on completion of the deal. If you have any other form of such release containing the same idea we shall be very pleased to see it.

Trusting that my personal opinions as stated heretofore will receive your kind consideration.

Yours very truly,
"S. Kashio"

1936 Kashio - Miscellaneous (1937-1941)

R E L E A S E

September 27th, 1941.

KNOW ALL MEN BY THESE PRESENTS that I, E. Kagetsu, of the City of Vancouver, in the Province of British Columbia, in the Dominion of Canada, for and in consideration of the sum of Twenty Thousand Canadian Dollars (\$20,000.00), paid to me by Lake Logging Co. Ltd. as the purchase price for my 2,500 shares of Ocean Timber Co. Ltd. stock by the favor of S. Kashio and/ or Mitsui & Co. Ltd. have remised, released, and forever discharged and by these presents do for myself, and for my heirs, executors, administrators, or assigns, the said S. Kashio and/ or Mitsui & Co. Ltd., of and from all and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which I ever had or now have, or my heirs, executors, administrators, or assigns, hereafter can, shall, or may have by reason of any matter, cause, or thing whatsoever existing up to the present time, in connection with the affairs, business, operations, or ownership of properties of Ocean Timber Company and/ or Ocean Timber Co. Ltd.

IN WITNESS WHEREOF I HAVE HEREUNTO set my hand and seal this _____ day of September, 1941.

SIGNED, SEALED AND DELIVERED)
in the presence of)

E. Kagetsu (SEAL)

1941 Kagetsu - Miscellaneous (1937-1941)

September 29th, 1941.

S. Kashio,
Manager, Seattle Branch,
Mitsui Bussan Kaisha,
Seattle, Washington, U.S.A.

Dear Sir:

I have your letter this morning and have noted the contents thereof. In reference to the document therein enclosed in connection with business matters between the Mitsui Bussan Kaisha vs. myself, it is impossible for me to sign the Release presented by you until you have paid me in full the total amount consisting of the monies I loaned to the Mitsui Bussan Kaisha and also my personal loss incurred in connection with the Ocean Timber Company. Your early settlement of same is hereby requested. I would appreciate your trouble in answering me within the next two or three days whether or not you will comply with my above request in order that I may take appropriate steps accordingly.

Yours very truly,

"E. Kagetsu"

at an investigation of the circumstances in those days and also to the legal opinions of our lawyer, we do not think the Mitsui Company is responsible for the matters in question. Furthermore, we who are in charge of this office at the present time cannot see our way clear to deal with your demand as presented by you. Should the impending transaction with the Lake Logging Company fail as a result of this situation, it cannot be helped.

Under the circumstances, the only thing we can do now is to report to our Main Office the particulars of the progress of the transactions up to date and also of your claim and await their decision on the matter. With this in view we would like to be advised

1941 Kagetsu - Miscellaneous (1937-1941)

1736 Kagetsu - Miscellaneous (1937-1941)

by return mail your
amount at which you would be
satisfactory and
Company and to sign the Release
consider your new claim as they
Dear Sir:

MITSUI BUSSAN KAISHA

Seattle, Wash.
September 30th, 1941.

E. Kagetsu, Esq.

Dear Sir:

We have received and read your letter dated yesterday and addressed to Mr. Kashio, our Manager.

In respect to the remarks in your letter that you cannot agree to sign the Release presented by us until you have been paid in full the total amount of monies you loaned to the Mitsui Company and also your personal loss incurred in connection with Ocean Timber Company, we would like to be advised if the said remarks mean and refer to the total sum of \$179,965.19, being the total amount of the three bills attached herewith which you gave us during your recent visit to Seattle.

According to our understanding arrived at on investigation of the circumstances in those days and also to the legal opinions by our lawyer, we do not think the Mitsui Company is responsible for the matters in question. Furthermore, we who are in charge of this office at the present time cannot see our way clear to deal with your demand as presented by you. Should the impending transaction with the Lake Logging Company fail as a result of this situation, it cannot be helped.

Under the circumstances, the only thing we can do now is to report to our Main Office the particulars of the progress of the transactions up to date and also of your claim and await their decision on the matter. With this in view we would like to be advised

28-20.

by return mail your opinions and also the minimum amount at which you would be willing to make an amicable and satisfactory settlement with the Mitsui Company and to sign the Release as already presented. Although we do not expect that our Main Office would consider your new claim as they have already agreed to an amicable and satisfactory settlement with you at \$20,000.00, we have no alternative course to follow than to report to them the real situation and the facts as we see them. Bearing this in mind, please let us know immediately your minimum amount for final settlement.

Yours very truly,

"O.G."

in charge of the Lumber Department.

"S. Kashio"

P. S. We are awaiting your reply by return mail as we desire to report to our Main Office as quickly as possible.

I was greatly surprised when your representative, Mr. Trefethen, visited my office on 25th September and threateningly declared that your Company would, if necessary, institute law proceedings for the purpose of foreclosing the mortgage. I regard the above attitude taken by your representative as your answer to my effort and endeavor to reach an amicable and satisfactory settlement on the matter, discussing with you continuously from 11 A.M. to 4.30 P.M. the other day. Under the circumstances, I must now ask you to pay me the full amount of my claim as soon as possible, bearing in mind that I am making preparation for the necessary steps in order to protect my own interests.

Yours very truly,

"K. Kageyama"

1726 Kageyama - Miscellaneous (1937-1941)

DRAFT

S. Kashio, Esq.

Dear Sir:

I have received and read your letter dated 30th September.

Replying to your question, I beg to inform you that my claim is the total amount of those statements attached to your letter. In addition to this total amount I must claim the sum of \$29,468.35, which sum Deep Bay Logging Company has claimed from me. This amount I consider your Company is also responsible for. With this new claim added to the other claim amounting to \$179,965.19 as per statement previously presented, my total claim amounts to \$209,433.54. Deducting therefrom the sum of \$25,000.00 being my share of the loss, there is still due me a net amount of \$184,433.54.

March 21, 1937 I was greatly surprised when your representative, Mr. Trefethen, visited my office on 25th September and threateningly declared that your Company would, if necessary, institute law proceedings for the purpose of foreclosing the mortgage. I regard the above attitude taken by your representative as your answer to my effort and endeavor to reach an amicable and satisfactory settlement on the matter, discussing with you continuously from 11 A.M. to 4.30 P.M. the other day. Under the circumstances, I once more ask you to pay me the full amount of my claim as soon as possible, bearing in mind that I am making preparation for the necessary steps in order to protect my own interests.

Yours very truly,

"E. Kagetsu"

1936 Kagetsu - Miscellaneous (1937-1941)

1936 Kagetsu - Miscellaneous (1937-1941)

October 1, 1941.

Mitsui & Co. Ltd.,
Seattle.

Because of excessive attention demanded to manage the Ocean Timber Co. Ltd., the Deep Bay Logging Co. Ltd., suffered losses owing directly to lack of Mr. Kagetsu's attention which it had right to. The losses claimable are as follows:

1937	\$ 395.33
1938	24841.09
1939	<u>4231.93</u>
Total	\$29468.35

The claim made on strength of article two of agreement concerning losses, signed and sealed March 31, 1937.

1936 Kagetsu - Miscellaneous (1937-1941)

October 1, 1941

Mitsui & Co., Ltd.,
Seattle.

The minutes of the Directors meetings of the Ocean Timber Company, Ltd. reveal that E. Kagetsu is to receive monthly a total of \$400, including \$150 as Office Fee and \$250 as wage. However, for 20 month only \$100 has been received each month, the balance of \$300 per month totalling \$6000 in all is therefore due.

In addition travelling expenses during the 20 months total \$1850.

The above, owing to E. Kagetsu, together amount to a grand total of \$7850.

With reference to the original conversation with you regarding the fact that we have a copy of a letter which we have been sent by Mitsui & Co. Limited of Seattle. You will know that our client has a share of 100,000 shares of Mitsui & Co. Limited and possibly against Dr. Kagetsu as one of its representatives in Seattle. The transaction between the Ocean Timber Company Limited and Mitsui & Co. Limited with reference to the shares in the Ocean Timber Company Limited is subject to certain control exercised by the Board of the Foreign Exchange Control Board of Seattle and the Federal Reserve Bank of the United States. Our client is not unwilling that the transaction with reference to the Ocean Timber Company Limited and the Ocean Logging Company Limited but he is not willing that it

1936 Kashio - Miscellaneous (1937-1941)

-2-
the Lake Logging Company Limited, Seattle
October 11, 1941 for the purpose of bringing
back for the determination of Mr. Kashio such ideas for a
contract as might be suggested by Mr. Lawrence and by Mr.

Norris & Pratt
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.

F. D. PRATT

COPY

CABLE ADDRESS "MACMOR"
VANCOUVER, CANADA
TELEPHONE: TRINITY 2407

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST., WEST
VANCOUVER, B. C.
October 8th, 1941.
that securities representing the same should be

D. Dewar, Esq. Canada for the benefit of Mitsui & Co.
Supervisor, Foreign Exchange Control Board,
Vancouver, B. C. has an opportunity of establishing

his claim to the same. If the securities constituting
Dear Sir:

part of the purchase price on the transaction are
Re: Ocean Timber Company Limited,
exported from Canada S. Kashio and Mitsui & Co. Limited
Limited
a Blocked Account in Seattle, they will be out of the

reach of our client. With reference to the writer's
conversation with you yesterday, we now enclose to
you copy of a letter which we have today sent to
Mitsui & Co. Limited of Seattle. You will note that
our client has a claim of \$107,966.59 against Mitsui
& Co. Limited and possibly against Mr. Kashio as 1940
one of its representatives in Seattle. In the enclosed
copy of letter. The transaction between the Lake Logging
Company Limited and Mitsui & Co. Limited with reference
to the shares in the Ocean Timber Company Limited is
subject to certain mutual consents to be given by the
Foreign Exchange Control Board of Canada and the
Federal Reserve Bank of the United States. Our client
is not unwilling that the transaction shall be completed
between the Ocean Timber Company Limited and the Lake
Logging Company Limited but he is not willing that it

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DANIEL B. TREFETHEN

Seattle

October 11, 1941

Norris & Pratt
602 Hastings Street West
Vancouver, B. C.

-2-

October 8th, 1941.

D. Dewar, Esq.

shall be a condition of the transaction that the funds in respect of which Mitsui & Co. Limited have the beneficial interest should be exported from Canada or that securities representing the same should be exported from Canada for the benefit of Mitsui & Co. Limited until he has an opportunity of establishing his claim to the same. If the securities constituting part of the purchase price on the transaction are exported from Canada, sold and the proceeds placed in a Blocked Account in Seattle, they will be out of the reach of our client who is a British Subject and resident here.

We now ask the co-operation of the Foreign Exchange Control Board to enable our client to comply with the provisions of Section 28(3)(c) of the Foreign Exchange Control Order of December 13th, 1940 to the extent of his claim as set out in the enclosed copy of letter.

This letter is written to give you formal notice of our client's claim. Doubtless negotiations will be entered into following receipt by Mitsui & Co. Limited of the letter and it is hoped that a satisfactory settlement will be reached. You will note that our client admits that he holds Block 195,

1936 Kageetsu - Miscellaneous (1937-1941)

28-20

DANIEL B. TREFETHEN

Seattle

October 11, 1941

Norris & Pratt
602 Hastings Street West
Vancouver, B. C.

Gentlemen:

In re. E. Kagetsu

Your letter dated October 8, 1941, directed to Mitsui & Co. Ltd., has been referred to me for answer.

You refer (1) to the purchase of Block 195, Cowichan Lake District and fire protection taxes thereon, and (2) the amount expended in the purchase of a house on Mackenzie Street, Vancouver, B. C., the two items totaling an amount of \$107,966.59. You allege that these purchases were made by Mr. Kagetsu as agent for Mitsui & Co. Ltd. According to the records in the Seattle office, there is no liability against Mitsui & Co. Ltd. for either of such purchases. Consequently, the Seattle Officials of Mitsui & Co. Ltd. cannot accept any of such claims of Mr. Kagetsu. Your letter has been passed to the Head Office of the Company in Tokyo for reference purposes.

With respect to Mr. Kagetsu's claim of \$7,850.00 against Ocean Timber Co. Ltd., such claim is new, has never been presented to the Ocean Timber Co. Ltd. and is not an item upon the books of the Ocean Timber Co. Ltd. as kept by Mr. Kagetsu himself, such books having been shown to the writer by Mr. Kagetsu. In the negotiations which the writer and Mr. Stewart had with Mr. Lawrence, the latter representing Lake Logging Co. Ltd., no mention of such claim in such an amount was made by Mr. Kagetsu personally, nor by Mr. Stewart as representing him, and, if such a claim existed, it was then agreed upon as waived.

The writer made no threats to, nor against, Mr. Kagetsu. In the conversation of Mr. Kagetsu, Mr. Stewart and the writer, in an attempt to adjust the difficulties in

1936 Kagetsu - Miscellaneous (1937-1941)

the Lake Logging Co. Ltd. deal, future procedure of Ocean Timber Co. Ltd. may have been touched upon. But the writer went to Vancouver merely for the purpose of bringing back for the determination of Mr. Kashio such ideas for a contract as might be suggested by Mr. Lawrence and by Mr. Stewart as being a workable deal with a complete enumeration of all accounts owing by Ocean Timber Co. Ltd. No idea of a mortgage foreclosure was ever promulgated by anyone in that connection.

With respect to the sum of \$16,272.10, that money was Ocean Timber Co. Ltd. log sale proceeds collected by Mr. Kagetsu but used by him for his own personal account for the purpose of solving his own financial problems, His liability to pay such sum of \$16,272.10, therefore, is unquestionable.

Mr. Kagetsu came to Seattle on July 26th, 1941, and discussed with Mr. Kashio the question of his relations through the years with Ocean Timber Co. Ltd. and with Mitsui & Co. Ltd. It was then agreed by Mr. Kashio and by Mr. Kagetsu that all differences that Mr. Kagetsu had with Mr. Kashio and with Mitsui & Co. Ltd. would be settled as to both of such parties by the release and satisfaction of the \$16,272.10 obligation due from Mr. Kagetsu to Ocean Timber Co. Ltd., and the further payment of \$3,727.90, such two amounts totaling the sum of \$20,000.00, payable by Mr. Kashio from the proceeds of the Lake Logging Co. Ltd. deal when consummated. Because of tax difficulties, Mr. Stewart deemed it advisable that said sum of \$20,000.00 be considered as a payment for Mr. Kagetsu's stock in Ocean Timber Co. Ltd.

Until otherwise advised by Mr. Stewart, we will proceed upon the assumption that if the license provisions of the governments of the United States, Canada and Japan can be complied with and the provisions of the contract agreeably adjusted, the Lake Logging Co. Ltd. matter will be allowed to proceed to its final consummation.

1936 Kagetsu - Miscellaneous (1937-1941)

The question of Block 195 and the Vancouver house seem to be matters not germane. These are troublous times and I concur with Mr. Stewart's statement that it is extremely inadvisable that two Japanese concerns resort to the courts of an alien country for a determination of matters which should be adjusted amicably between the parties themselves.

Respectfully,

"Daniel B. Trefethen"

DANIEL B. TREFETHEN

DBT:ss

receipt of your letter of October 8, 1941, and have enclosed a copy of a letter which you had addressed to Mitsui & Co. Ltd. Seattle under date of October 8, relative to claim in the amount of \$27,850.00 against the latter relative to the purchase of Block 195 Conishan Lake District and a house property in Vancouver.

Mr. Kagetsu's contention is that that these properties are held in his name for the Mitsui Company subject to payment of the same amount. Your statement in regard to the claim which Mr. Kagetsu states he has against the Mitsui Company in the sum of \$7,850 is also noted.

If, as you suggest, negotiations are entered into and a settlement reached, it will be appreciated if you will keep the Bureau informed.

Yours very truly

For Foreign Exchange Control Board,

D. B. Trefethen
Douglas Porter.

1946 Kagetsu - Miscellaneous (1937-1941)

FOREIGN EXCHANGE CONTROL BOARD

Vancouver, B. C. 14th, 1941.
October 9, 1941.

Messrs. Norris & Pratt,
Barristers at Law, Etc.
602 Hastings St. West,
Vancouver, B. C.

Dear Sirs,

OCEAN TIMBER COMPANY LIMITED,
S. KASHIO AND MITSUI & CO. LIMITED.

This will serve to acknowledge receipt of your letter of October 8, with which you enclosed a copy of a letter which you have addressed to Mitsui & Co. Ltd. Seattle under date of October 8. relative to claim in the amount of \$107,966.59 against the latter relative to the purchase of block 195 Cowichan Lake District and a house property in Vancouver.

Mr. Kagetsu's contention is noted that these properties are held in his name for the Mitsui Company subject to payment of the above amount. Your statement in regard to the claim which Mr. Kagetsu states he has against the Ocean Timber Co. in the sum of \$7,850 is also noted.

If, as you suggest, negotiations are entered into and a settlement reached, it will be appreciated if you will keep the Board informed.

Yours very truly

For Foreign Exchange Control Board,

"D. Dewar"
Douglas Dewar.

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D

FOREIGN EXCHANGE CONTROL BOARD

Vancouver, B. C.

October 16th, 1941.

Daniel B. Trefethen, Esq.
Attorney.
Dexter Horton Bldg.
Seattle, Wash., U.S.A.

Dear Sir:

Re: E. Kagetsu

Dear Sirs,

We have your letter of October 11th.

There is no doubt from the correspondence that Block 195 was purchased by Mr. Kagetsu as the agent for Mitsui Bussan Kaisha Limited. There is considerable value in Block 195 and Mr. Kagetsu wishes to turn it over to the Company upon being indemnified in respect of his expenditures.

There never was any waiver of Mr. Kagetsu's claim for \$7,850.00, nor was there any consideration for any such waiver. Any discussion with regard to the amounts due to Mr. Kagetsu was general discussion for the purpose of endeavoring to work out a deal with the Lake Logging Company.

With regard to the second page of your letter, there never was any concluded agreement between Mr. Kashio and Mr. Kagetsu with regard to the settlement of accounts. The whole matter remained at the stage of discussion.

The assumption referred to in the penultimate paragraph of your letter is not justified by the situation. Mr. Kagetsu is of the opinion that before the matter proceeds further the settlement of his account should be taken up and dealt with.

These matters are quite germane to the whole issue. Undoubtedly the whole thing can be speedily concluded if the question of this account is out of the way.

Yours faithfully,
NORRIS & PRATT,
Per:

TGN/WS

1941 Kagetsu - Miscellaneous (1937-1941)

FOREIGN EXCHANGE CONTROL BOARD

Vancouver, B. C. 22nd, 1941.
October 17, 1941.

Daniel B. Trefethen, Esq.
Attorney-at-Law,
Dexter-Horton Bldg.
Seattle, Washington, U.S.A.

Messrs. Norris & Pratt,
602 Hastings St. West,
Vancouver, B. C.

Dear Sirs,

OCEAN TIMBER COMPANY LIMITED,
S. KASHIO AND MITSUI & CO. LIMITED.

This will acknowledge receipt of
your letter of October 15. and advise you that
your request has been noted and will be borne in
mind so far as it may be pertinent to any application
before the Board.

Yours very truly,

For Foreign Exchange Control Board,

"D. Dewar"

Douglas Dewar.

We presume that your clients advised
their Head Office and if so, you will by now have had
some instructions. Will you please let us know what
they propose to do as if there is a definite repudiation
of liability we will have to take action.

Yours faithfully,

NORRIS & PRATT,

Per:

TOM/WS

1726 Kageitsu - Miscellaneous (1937-1941)

October 24th, 1941.

Daniel B. Trefethen, Esq.
Attorney-at-law,
Dexter-Horton Bldg.
Seattle, Washington, U.S.A.

Dear Sir:

Re: E. Kagetsu and Mitsui
& Company Limited.

With further reference to your letter of October 11th, it is noted that in that letter you stated that the Seattle Officials of Mitsui & Co. Limited could not accept Mr. Kagetsu's claims but that our letter had been passed to the Head Office of the Company for reference purposes. We do not understand from your letter whether we are to take it that there is absolute repudiation of liability in respect of which we will be required to take action to recover or whether our letter was sent to Tokyo so that you might get instructions as to the course of action which you would follow.

We presume that your clients cabled their Head Office and if so, you will by now have had some instructions. Will you please let us know what they propose to do as if there is a definite repudiation of liability we will have to take action.

Yours faithfully,

NORRIS & PRATT,

Per:

TGN/WS

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11-30

1726 Kagetsu - Miscellaneous (1937-1941)

DANIEL B. TREFETHEN

Seattle

October 27, 1941.

Particulars of telephone conversation with
Mr. O'Brien, Seattle.

Norris & Pratt,
311 Bank of Nova Scotia Bldg.
Vancouver, B. C.

Gentlemen:

Your letter dated October 24, 1941, reached me this morning.

I have been in Court practically all day, and consequently have not had the opportunity to consult further with my clients.

As soon as I conclude the present case now occupying my attention, I will answer the interrogation set forth in your letter.

Respectfully,

"Daniel B. Trefethen"
Daniel B. Trefethen.

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Mr. Kagetsu - Miscellaneous (1937-1941)

October 29th, 1941.

Particulars of telephone conversation with
Mr. O'Brien, Seattle.

October 29, 1941

October 29, 1941

MITSUI & COMPANY LIMITED, also known as MITSUI
BUSSAN KAISHA LIMITED,
and described as a Japanese Corporation incorporated
under the laws of Japan with an office in Tokyo --
duly qualified to do business in the State of
Washington as a Foreign Corporation in the office
of the Secretary of State of the State of Washington.

October 8, 1941, were rejected by the Seattle
office of the Secretary of State of the State of Washington.

Dan Trefethen - on whom all process can be served.

you dated October 11, 1941.

By cable, the Home office of Mitsui & Co. Ltd.,
was communicated with and a reply has now been
received that Mitsui & Co. Ltd., had neither asked
nor authorized Mr. Kagetsu to purchase Block 195
and the Vancouver house as their agent and that
there is no reason to accept any such claims.

Respectfully,

"Daniel B. Trefethen"

Daniel B. Trefethen

DET/A

SCO
11-30

Mr. Kagetsu - Miscellaneous (1937-1941)

Law Offices

of

Daniel B. Trefethen
Dexter Horton Building
Seattle

October 29, 1941

Norris & Pratt,
602 Hastings Street West,
Vancouver, B. C.

Gentlemen:

Any and all claims of Mr. E. Kagetsu against Mitsui & Co. Ltd., as set forth in your letter to the Seattle office of that Company dated October 8, 1941, were rejected by the Seattle officials of Mitsui & Co. Ltd., by my letter to you dated October 11, 1941.

By cable, the Home office of Mitsui & Co. Ltd., was communicated with and a reply has now been received that Mitsui & Co. Ltd., had neither asked nor authorized Mr. Kagetsu to purchase Block 195 and the Vancouver house as their agent and that there is no reason to accept any such claims.

Respectfully,

"Daniel B. Trefethen"

Daniel B. Trefethen

DBT/A

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CI 30

3 shares issued for cash,
997 otherwise which were originally allotted, Kagetsu 2498,
Mitsui 3750, Yoshikawa Shunzaki 3747,
as members of the partnership to take over the business
of which the Company was formed.

There is no agreement other than a bill of
sale, the schedule to which is the same as the schedule
to the particulars of Fukuda's Mortgage.

Yours truly,
"D.B. Trefethen"

DPW/ED
Encls.

MAUNSELL & SHAW

Victoria, B. C.

30th October, 1941.

T. G. Norris, Esq., K.C.,
Bank of Nova Scotia Bldg.,
602 Hastings Street West,
Vancouver, B. C.

Dear Mr. Norris:

Re: Ocean Timber Co.

Herewith three Certificates of Encumbrance.

I instructed the office of the Registrar of Companies to send you a copy of the Memo and Articles and of the particulars of Mortgage.

The Directors in the last return are Carl M. Stewart, Eikichi Kagetsu, A. Gunji, K. Nakayama, S. Oawa, Seichiro Kashio. Shareholders same, Kagetsu 2499, Kashio 7497, others 1 each.

This return of course is not recent and changes may have taken place. It was made up at 9th Aug., 1940 but was filed in April, 1941. The debts shown amounted to \$109351.98. Date of Incorporation 1st March, 1939. The Mortgagee is Seizo Fukada and not as before noted.

As you will notice, the Articles seem hastily worded and do not follow precedent and there are several obvious clerical errors as if they had been worked from dictation without revision.

3 Shares issued for cash.
997 otherwise which were originally allotted, Kagetsu 2498, Eichi Fukuzawa 3750, Yoshikane Shumazaki 3749, as nominees of the partnership to take over the business of which the Company was formed.

There is no agreement other than a bill of sale, the schedule to which is the same as the schedule to the particulars of Fukada's Mortgage.

Yours truly,
"D.P.W. Maunsell"

DPWM/ED
Encls.

1726 Kagetsu - Miscellaneous (1937-1941)

SCO
30

Form TFEL-1
Treasury Department
Office of Secretary

License No. S.F. 8152 (A)

Date October 23, 1941

cc: Chief Nat'l Bk. Examiner
San Francisco, Calif.
cc: Mitsui & Co. Ltd.
Seattle, Washington.
cc: Bank of California, N.A.
Seattle, Washington.

L I C E N S E

To S. Kashio
1430 Exchange Building
Seattle, Washington

Sirs:

1. Pursuant to your application of August 22, 1941 and letter dated October 6, 1941 and telegram dated October 10, 1941, the following transaction is hereby licensed:

- (a) Accept without payment therefor, the 3 shares of stock of Ocean Timber Co. Ltd. held by Messrs. H. Nakayama, S. Okawa and A. Gunji, employees of Mitsui & Co. Ltd., Seattle, Washington, who are authorized to effect said transfer per the terms of license numbers S.F. 8154, 8155 and 8156;
- (b) Assign to the Lake Logging Co. Ltd., Vancouver, B.C., Canada, two mortgages (real property mortgage in the amount of \$159,613.73 dated July 13, 1939 and a chattel mortgage in the amount of \$109,351.98 dated June 12, 1939) executed by Ocean Timber Co. Ltd., in favor of Seizo Fukuda, assigned by said mortgagee to you on August 10, 1939; also assign to said Lake Logging Company Ltd., 5 promissory notes executed by said Seizo Fukuda in your favor, dated August 11, 1939, payable at sight in the respective amounts of \$150,000.00, \$75,000.00, \$10,000.00, \$15,000.00 and \$5,000.00; and also transfer 7500 shares of Ocean Timber Co. Ltd. stock to said Lake Logging Company Ltd.;
- (c) Export the above-described mortgages and promissory notes together with said 7500 shares of stock, including the 3 shares mentioned in (a) hereof, to the said Lake Logging Co. Ltd., Vancouver, B. C. Canada;
- (d) Import Canadian Bonds in the approximate amount of Canadian \$150,000.00 to be purchased with the proceeds to be received by you from the said Lake Logging Company, Ltd., in payment for the herein-described assignments and transfers; pending sale thereof said Bonds are to be deposited in a blocked safekeeping account in the name of S. Kashio, as a "national" of Japan, in the Bank of California, N.A., Seattle, Washington;
- (e) Effect the sale, at fair market value, of the herein-described Canadian Bonds and deposit the proceeds of sale in The Bank of California, N.A., Seattle, Washington, for credit to a blocked account in the name of Mitsui & Co. Ltd., Seattle, Washington, for credit against your indebtedness to said Company.

This license is issued with the provision that payment of the proceeds of the sale of said Bonds shall be made to a blocked account in the name of Mitsui & Co. Ltd., Seattle, Washington, as a "national" of Japan, in The Bank of California, N.A., Seattle, Washington.

(f) This license is authorized provided that no transactions have been consummated under license No. S.F. 6439, which license expired on October 2, 1941.

(g) The provisions of paragraph 3 on the face hereof, are amended to the extent that the report therein required shall set forth

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Kagetsu - Miscellaneous (1937-1941)

complete details as to the transactions consummated hereunder.

(h) This license supersedes and amends expired license number S.F. 8152.

2. This license is granted upon the statements and representations made in your application, or otherwise filed with or made to the Treasury Department as a supplement to your application, and is subject to the conditions, among others, that you will comply in all respects with Executive Order No. 8389 of April 10, 1940, as amended, the Regulations and Rulings issued thereunder and the terms of this license.

3. Within one week after the license expires, or within one week after the transaction covered by the license is consummated, whichever date is earlier, the licensee shall file with the Federal Reserve bank through which the license was issued a report on form TFER-1. The licensee shall also furnish and make available for inspection any additional relevant information, records or reports requested by the Secretary of the Treasury, the Federal Reserve bank through which the license was issued, the Postmaster at the place of mailing or the Collector of Customs at the port of exportation.

4. This license expires 30 days from the date of its issuance, is not transferable, is subject to the provisions of Executive Order No. 8389 of April 10, 1940, as amended, and the Regulations and Rulings issued thereunder and may be revoked or modified at any time in the discretion of the Secretary of the Treasury acting directly or through the agency through which the license was issued, or any other agency designated by the Secretary of the Treasury. If this license was issued as a result of willful misrepresentation on the part of the applicant or his duly authorized agent, it may, in the discretion of the Secretary of the Treasury, be declared void from the date of its issuance, or from any other date.

ISSUED by direction and on behalf of the Secretary of the Treasury:

FEDERAL RESERVE BANK OF SAN FRANCISCO

By _____ (SIGNED)

The Act of October 6, 1917, as amended, provides in part as follows:

".....Whoever willfully violates any of the provisions of this subdivision or of any license, order, rule or regulation issued thereunder, shall, upon conviction, be fined not more than \$10,000.00, or if a natural person, may be imprisoned for not more than ten years, or both; and any officer, director, or agent of any corporation who knowingly participates in such violation may be punished by a like fine, imprisonment or both."

NOTE: If this license covers gold in any form the provisions of the Provisional Regulations issued under the Gold Reserve Act of 1934 must also be complied with.

The Act of October 6, 1917, as amended, provides in part as follows:

.....Whoever willfully violates any of the provisions of this subdivision or of any license, order, rule or regulation issued thereunder, shall, upon conviction, be fined not more than \$10,000.00, or if a natural person, may be imprisoned

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COPY

License No. S.F. 8154

Form TFEL-1

Date October 23, 1941.

(revised 8/1/41/)

L I C E N S E

To H. Nakayama,
1430 Exchange Building
Seattle, Washington

Sirs:

1. Pursuant to your application of August 22, 1941, and letter of October 6, 1941, the following transaction is hereby licensed:

Transfer to S. Kashio, Seattle, Washington, your one share of stock of Ocean Timber Co. Ltd., Vancouver, B.C., Canada, at no reimbursement to yourself, in order that said transferee can effect the transactions authorized under license number S.F. 8152(A).

This license is authorized provided no transactions have been consummated under license number S.F. 6442 which license expired on October 2, 1941

2. This license is granted upon the statements and representations made in your application, or otherwise filed with or made to the Treasury Department as a supplement to your application, and is subject to the conditions, among others, that you will comply in all respects with Executive Order No. 8389 of April 10, 1940, as amended, the Regulations and Rulings issued thereunder and the terms of this license.

3. The licensee shall furnish and make available for inspection any relevant information, records or reports requested by the Secretary of the Treasury, the Federal Reserve Bank through which the license was issued, the Postmaster at the place of mailing or the Collector of Customs at the port of exportation.

4. This license expires 30 days from the date of its issuance, is not transferable, is subject to the provisions of Executive Order No. 8389 of April 10, 1940, as amended, and the Regulations and Rulings issued thereunder and may be revoked or modified at any time in the discretion of the Secretary of the Treasury acting directly or through the agency through which the license was issued, or any other agency designated by the Secretary of the Treasury. If this license was issued as a result of willful misrepresentation on the part of the applicant or his duly authorized agent, it may, in the discretion of the Secretary of the Treasury, be declared void from the date of its issuance or from any other date.

ISSUED by direction and on behalf of the Secretary of the Treasury.

FEDERAL RESERVE BANK OF SAN FRANCISCO

By _____ (Signed)

The Act of October 6, 1917, as amended, provides in part as follows:

....Whoever willfully violates any of the provisions of this subdivision or of any license, order, rule or regulation issued thereunder, shall, upon conviction, be fined not more than \$10,000.00, or, if a natural person, may be imprisoned

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CO
CSO

License No. S.F. 8154
Date October 23, 1941.

for not more than ten years, or both; and any officer, director, or agent of any corporation who knowingly participates in such violation may be punished by a like fine, imprisonment or both."

NOTE: If this license covers gold in any form the provisions of the Provisional Regulations issued under the Gold Reserve Act of 1934 must also be complied with.

Sir:

1. Pursuant to your application of August 22, 1941, and letter of October 4, 1941, the following transaction is hereby licensed:

Transfer to S. Mackin, Seattle, Washington, of one share of stock of Ocean Vapor Co., Ltd., Vancouver, B.C., Canada at no reimbursement to yourself, in order that said transferee may effect the transactions authorized under license number S.F. 8154(a).

This license is authorized provided no transactions have been consummated under license number S.F. 8154, which license expired on October 2, 1941.

2. }
3. } See Copy of License No. S.F. 8154
4. }

FEDERAL RESERVE BANK OF THE UNITED STATES

By _____

CSO

1941 Kageitsu - Miscellaneous (1937-1941)

License No. S.F. 8155

Date October 23, 1941

COPY

Form TFEL-1

(revised 8/1/41)

L I C E N S E

To S. Okawa
1430 Exchange Building
Seattle, Washington

Sirs:

1. Pursuant to your application of August 22, 1941, and letter of October 6, 1941, the following transaction is hereby licensed.

Transfer to S. Kashio, Seattle, Washington, your one share of stock of Ocean Timber Co. Ltd., Vancouver, B.C., Canada at no reimbursement to yourself, in order that said transferee can effect the transactions authorized under license number S.F. 8152(A).

This license is authorized provided no transactions have been consummated under license number S.F. 6441, which license expired on October 2, 1941.

2. }
3. } See Copy of License No. S.F. 8154
4. }

FEDERAL RESERVE BANK OF SAN FRANCISCO

By (Signed) _____

CSO

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1936 Kagetsu - Miscellaneous (1937-1941)

WEITRICK, FLOOD & GIBBINS

Seattle

License No. S.F. 8156

Date October 23, 1941.

November 3, 1941

COPY

Form TFEL-1

(revised 8/1/41)

Mr. T. G. Morris, Esq., L.C.
c/o Morris & P...
602 Hastings B...
Vancouver, B. C.

Dear Mr. Morris:

L I C E N S E

To A. Gunji
1430 Exchange Building,
Seattle, Washington.

Sirs:

1. Pursuant to your application of August 22, 1941, and letter of October 6, 1941, the following transaction is hereby licensed:

Transfer to S. Kashio, Seattle, Washington, your one share of stock of Ocean Timber Co., Ltd., Vancouver, B. C., Canada, at no reimbursement to yourself, in order that said transferee can effect the transactions authorized under license number S.F. 8152(A).

This license is authorized provided no transactions have been consummated under license number S.F. 6443, which license expired on October 2, 1941.

-
- 2. }
 - 3. } See copy of License No. S.F. 8154
 - 4. }

FEDERAL RESERVE BANK OF SAN FRANCISCO

In fixing By (SIGNED)

you are to share with us in the fee on the basis of an arrangement upon between us. If Mr. Kagetsu wants to make a separate arrangement with you for your fee, we would of course be in a position to cut down our proposed fee. It is our feeling that it would probably be better for your and our interests to be pooled in this matter, as we will have all our cooperation in the litigation.

WETTRICK, FLOOD & O'BRIEN

Seattle

November 6, 1941

November 5, 1941

Mr. T. G. Norris, Esq., K.C.
c/o Norris & Pratt, Barristers
602 Hastings St. W.
Vancouver, B. C.

Dear Mr. Norris:

I am enclosing herewith a proposed arrangement for fees in the event of our representing Mr. Kagetsu in litigation in the State of Washington, and have the following remarks for your personal consideration:

As I view the situation, we would have to sue for the sum of \$107,000, Mr. Kagetsu being secured to the extent of the value of Lot 195 in the sum of \$50,000, and the house of a value of \$3500, so that our contingent fee would be based only upon the amount of \$54,466.59.

Under the circumstances we feel that the larger gamble is on the part of counsel. By excluding the security of Lot 195 and the house from consideration in the contingent fee, Mr. Kagetsu is in the position of having everything to gain and nothing to lose by litigation. For that reason we feel that he should put up the sum of \$1500 in order to insure counsel's expenses and the actual overhead of conducting the litigation. Another consideration -- suppose we recover in American money the full amount of \$107,000? We would, in effect, have accomplished a cash sale for Mr. Kagetsu of Lot 195 and the house, in the proceeds of which we would not share.

In fixing this fee we have in mind that you are to share with us in the fee on the basis to be agreed upon between us. If Mr. Kagetsu wants to make a separate arrangement with you for your fee, we would of course be in a position to cut down our proposed fee. It is our thought that it would probably be better for your and our interests to be pooled in this matter, as we will have and need your cooperation in the litigation.

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Mr. T. G. Norris, Esq., K.C. - 2

November 6, 1941

It is always a difficult matter for an attorney to fix a fee to be charged another attorney's client. We wish to be entirely fair and reasonable in the matter, and while we feel that the fee outlined is a fair and proper one, we wish to give you latitude in negotiating the matter with Mr. Kagetsu. If therefore you feel that a different basis of fees should be made, please do not hesitate to advise us.

Yours very truly,

WETTRICK, FLOOD & O'BRIEN

"Jno. J. O'Brien"

JNO. J. O'Brien

JOB:IC
Encl.

As requested by Mr. Kagetsu and found -
As to Block 43, which was conveyed to Ocean
was conveyed 26th July, 1937, by Mr. J. J. O'Brien Co. to
Kagetsu and title registered 17th August, 1937,
value \$85,000.00 (105861-1). Kagetsu signed a Deed
June, 1939, conveying to Ocean Timber Co. Ltd. in
consideration of one dollar and prepared and notarized
by Mr. Stewart who registered it 26th June, 1939, as
value \$70,000.00 -- see 114956-1.

As to Lot 66, 4th February, 1937, one William
H. Hutchinson conveyed to Kagetsu registered 12th February,
1937, value \$7500.00, 103841-1 and Kagetsu by a similar
Deed to that above set out conveyed 16th June, 1939, to
the Company, and this title registered 26th June, 1939, as
value \$158.00.

As to Lot 195, Tisdall acquired title in February,
1924, direct from the E & N.

Sundry minor conveyances by Kagetsu to the Company
dated some 22nd June and some 24th June, 1939, are registered
114953 - 4 - 5.

The sum of the declared values in all being under
\$1000 and as I presumed they are not in point, the descriptions
in my notes are not completely accurate, but therein I have
them as being parts of Lot 7 and parts of Block 2, Cowichan
Lake District, and Blocks 25-26-27, Plan 775, same district.

Yours truly,

"D. P. E. Mansell"

DPH/ED

1941 Kagetsu - Miscellaneous (1937-1941)

MAUNSELL & SHAW

548 Bastion Street
Victoria, B. C.

6th November, 1941.

T. G. Norris, Esq., K.C.
Bank of Nova Scotia Bldg.,
602 Hastings Street West,
Vancouver, B. C.

Dear Mr. Norris:

Re: Kagetsu and Ocean
Timber Co.

As requested I searched further and found --

As to Block 403, Cowichan Lake District, it was conveyed 26th July, 1937, by the E & N Rly Co. to Eikichi Kagetsu and title registered 19th August, 1937, at value \$85,000.00 (105861-I). Kagetsu signed a Deed 16th June, 1939, conveying to Ocean Timber Co. Ltd. in consideration of one dollar and prepared and notaried by Mr. Stewart who registered it 26th June, 1939, as value \$70,000.00 -- see 114956-I.

As to Lot 66, 4th February, 1937, one William B. Hutchinson conveyed to Kagetsu registered 12th February, 1937, value \$7500.00, 103841-I and Kagetsu by a similar Deed to that above set out conveyed 16th June, 1939, to the Company, and this title registered 26th June, 1939, as value \$158.00.

As to Lot 195, Tisdall acquired title in February, 1924, direct from the E & N.

Sundry minor conveyances by Kagetsu to the Company dated some 22nd June and some 24th June, 1939, are registered 114953 - 4 - 5.

The sum of the declared values in all being under \$1000 and as I presumed they are not in point, the descriptions in my notes are not completely accurate, but therein I have them as being parts of Lot 7 and parts of Block 2, Cowichan Lake District, and Blocks 25-26-27, Plan 775, same district.

Yours truly,
"D. P. W. Maunsell"

DPWM/ED

1726 Kagetsu - Miscellaneous (1937-1941)

WETTRICK, FLOOD & O'BRIEN

Seattle

November 6, 1941

Norris & Pratt, Barristers at Law
Bank of Nova Scotia Building
602 Hastings Street, W.
Vancouver, B. C.

Re: E. Kagetsu v. Mitsui Company

Gentlemen:

Attention Mr. T. G. Norris

We are willing to undertake Mr. Kagetsu's litigation against the Mitsui Company et al in the State of Washington under the following terms: a contingent fee of 33-1/3% of any amount recovered by action in the trial court, and in the event recovery is had after appeal, 40% of the amount recovered. While the suit would probably be for \$107,966.59, it is understood that of that amount Mr. Kagetsu holds title to Lot 195 valued at \$50,000 and a house in Vancouver, B.C., valued at \$3500, leaving an amount in dispute of \$54,466.59 which would be the amount involved in the fixing of the contingent fee.

Mr. Kagetsu to pay counsel \$1500 on account of out-of-pocket expenses and as a retainer. In the event of recovery the amount remaining of the \$1500, after the payment of out-of-pocket expenses to be applied on the contingent fee above mentioned; otherwise to be retained by counsel. Mr. Kagetsu's obligation for attorney's fees and costs to be limited to the \$1500 and the contingent fee.

Yours very truly,

WETTRICK, FLOOD & O'BRIEN

"Jno. J. O'Brien"

Jno. J. O'Brien

JOB:IC

1946 Kagetsu - Miscellaneous (1937-1941)