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Agreements - Japanese Boats Purchase

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Todd

TODD (J.H.) & SONS RECORDED  
UBC LIB MSS COLLECTION

PLEASE RETAIN  
ORIGINAL ORDER



CONDITIONAL CONTRACT OF SALE.

THESE PRESENTS WITNESS that J. H. TODD & SONS LTD. of Victoria, British Columbia, hereinafter called the Vendor, has delivered to CHARLES JEFFREYS BAKER residing at West Vancouver, in the Province of British Columbia, hereinafter called the Vendee, the personal property hereinafter described, under a contract of conditional sale. The terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said property is now and shall remain the absolute property of the Vendor until after the full and complete payment of the purchase price therefor, which purchase price is the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

2. That the Vendee has this day paid to the Vendor, on account of said purchase price the sum of Five Dollars (\$5.00), the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: Six Thousand Four Hundred and Ninety-five Dollars (\$6,495.00) together with interest thereon at the rate of Six per cent (6%) per annum shall be paid by the Vendee as follows:-

By annual payments of not less than *Seven hundred and fifty* Dollars (\$ *750.<sup>00</sup>* )

and interest on the principal amount remaining unpaid at the rate aforesaid, each of such annual payments to be made on or before the 31st December in each year, the first of such payments to be made on or before the 31st December 1942 and in each year thereafter.

4. Said property is described as follows:-

Motor screw vessel "CHIEF LEGAIC"

Official No. 152661, registered as

No.15 in 1939 at Vancouver, B.C.

5. That on full payment of said principal and interest and all sums paid by the Vendor to protect said personal property and all costs occasioned by any default of the Vendee



hereunder the title of said property shall vest in said Vendee.

6. The said property and every part thereof at all times while out of the possession of said Vendor shall be at the risk of said Vendee, and all loss or damage of said property or any part thereof shall be borne by said Vendee, and no such loss or damage shall operate to extinguish or diminish any liability upon said purchase price; and said Vendee further agrees to keep the said property insured in a sufficient amount in favour of said Vendor to cover his interest at all times before the vesting of said title in said Vendee by the making of said payments as aforesaid.

7. Said Vendee shall at all times while the said property is in the possession of said Vendee have the right to use the same for all uses and purposes for which said property is designed.

8. Possession of said property was taken by the said Vendee on the 14th of March 1942, and he shall keep same in good repair.

9. In case default shall be made in the payment of the balance or any part thereof, principal or interest, as and when the same shall become due and payable according to their terms and conditions, or in carrying out the terms hereof, the Vendor is empowered to take possession of the said personal property, with or without process of law, as the said Vendor may elect, and all right of the Vendee to said personal property under this contract shall thereupon be forfeited and determined at the election of the Vendor, and all sums theretofore paid by the Vendee shall be retained by the Vendor as rent for the use of said personal property, and such default on the part of the Vendee shall not operate to extinguish or diminish any liability upon the said purchase price. The Vendor instead of retaining may sell the said personal property, and in such case shall credit on the balance payable the net amount realized after deducting



all costs of retaking and sale and the Vendee shall remain liable for the balance thereafter remaining due on said purchase price.

10. Each payment hereinabove mentioned is a condition precedent to the transfer of the above described property.

11. The Vendee covenants and agrees with the Vendor that until such time as the purchase price payable hereunder together with all interest thereon is fully paid and satisfied the Vendor shall have the first refusal of all charters for the said vessel, the subject matter of this Agreement, at the same rate as is being paid at such time for vessels of a similar size and power.

Wherever the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or a corporation where the context or the parties hereto so require.

IN WITNESS WHEREOF the Vendor has hereunto affixed its corporate seal under the hands of its proper officers in that behalf and the Vendee has hereunto set his hand and seal this 15<sup>th</sup> day of April 1942.

The Corporate Seal of J. H. Todd & Sons Ltd. was hereunto affixed in the presence of:

J. H. TODD & SONS, LTD.

MANAGING DIRECTOR

SECRETARY

SIGNED SEALED AND DELIVERED by the Vendee in the presence of:

*W. A. Sutton*

*C. J. Baker*



DATED

1942.

J. H. TODD & SONS LTD.

To

Charles Jeffreys Baker.

CONDITIONAL CONTRACT OF SALE.

REID WALLBRIDGE GIBSON & SUTTON  
Barristers, etc.,  
525 Seymour St.,  
Vancouver, B.C.



CONDITIONAL CONTRACT OF SALE.

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6. The said property and every part thereof at all times while out of the possession of said Vendor shall be at the risk of said Vendee, and all loss or damage of said property or any part thereof shall be borne by said Vendee, and no such loss or damage shall operate to extinguish or diminish any liability upon said purchase price; and said Vendee further agrees to keep the said property insured in a sufficient amount in favour of said Vendor to cover his interest at all times before the vesting of said title in said Vendee by the making of said payments as aforesaid.

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8. Possession of said property was taken by the said Vendee on the 14th of March 1942, and he shall keep same in good repair.

9. In case default shall be made in the payment of the balance or any part thereof, principal or interest, as and when the same shall become due and payable according to their terms and conditions, or in carrying out the terms hereof, the Vendor is empowered to take possession of the said personal property, with or without process of law, as the said Vendor may elect, and all right of the Vendee to said personal property under this contract shall thereupon be forfeited and determined at the election of the Vendor, and all sums theretofore paid by the Vendee shall be retained by the Vendor as rent for the use of said personal property, and such default on the part of the Vendee shall not operate to extinguish or diminish any liability upon the said purchase price. The Vendor instead of retaining may sell the said personal property, and in such case shall credit on the balance payable the net amount realized after deducting



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J. H. TODD & SONS, LTD.

MANAGING DIRECTOR

SECRETARY

SIGNED SEALED AND DELIVERED by the Vendee in the presence of:

*D. A. Sutton*

*C. J. Baker*



DATED

1942.

J. H. TODD & SONS LTD.

To

Charles Jeffreys Baker.

CONDITIONAL CONTRACT OF SALE.

REID WALLBRIDGE GIBSON & SUTTON  
Barristers, etc.,  
525 Seymour St.,  
Vancouver, B.C.



THIS AGREEMENT made this 7<sup>th</sup> day of February A.D. 1942.

BETWEEN:

MISAKO NODA, of 396 Powell Street, in the City of Vancouver, in the Province of British Columbia,

hereinafter referred to as the Vendor;  
Of the First Part;

and

J. H. TODD & SONS LTD., a body corporate having its registered office at the City of Victoria, in the Province aforesaid,

hereinafter referred to as the Purchaser;  
Of the Second Part.

WHEREAS the Vendor is the registered owner of the vessel "CARLODA N", official number 158912, being registered in the office of the Registrar of Shipping in the City of Vancouver, in the Province of British Columbia.

AND WHEREAS the said Vessel is at the present time in the custody of the Naval authorities of the Dominion of Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree each with the other as follows:-

1. The Vendor agrees to sell and the Purchaser agrees to purchase the said Vessel upon the terms and conditions hereinafter mentioned.

2. The Vendor agrees that the Purchaser takes possession of the said Vessel forthwith at the place where it now is lying upon release of the said vessel by the Naval authorities, and the Vendor agrees to execute and deliver to the Purchaser a Bill of Sale of the said Vessel, which said Bill of Sale shall be registered forthwith in the records of the Registrar of



Shipping, Vancouver, British Columbia.

3. The Vendor covenants and agrees that upon delivery of the said Vessel to the Purchaser the said Vessel shall be seaworthy and in good running order, fully equipped with anchors, barometers, clocks and all other ordinary running-gear, and in the event of said Vessel not being in good running order and fully equipped with the necessary running-gear as aforesaid, the Purchaser shall be at liberty to make such necessary repairs to the said Vessel so as to put it in good running order and to replace such equipment as is missing. The Purchaser shall be the sole judge as to the necessity for effecting repairs, or making replacements of running-gear. The Vendor hereby authorizes and directs the Purchaser to deduct from the purchase price of the said Vessel the cost of such repairs and replacements of running-gear and equipment.

4. The purchase price to be paid by the Purchaser to the Vendor, subject to the deductions authorized in the preceding paragraph, shall be the sum of Five Thousand Dollars (\$5,000.00), payable as follows:- The sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) upon the completion of the registration of the Bill of Sale<sup>aforesaid</sup> on the books of the Registrar of Shipping, Vancouver, B.C. and the balance the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) less such deductions if any for replacement of equipment or cost of repairs to the said Vessel forthwith upon completion of the replacement of such equipment and effecting of such repairs.

5. At the time of delivery of the said Vessel by the Vendor to the Purchaser an inventory shall be made by the Vendor and a representative of the Purchaser setting out in detail all equipment with which the said Vessel is outfitted and such inventory shall be signed by both parties.

IN WITNESS WHEREOF the Vendor has hereunto signed his name and



affixed his seal and the Purchaser has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf the day and year first above written.

SIGNED SEALED AND DELIVERED  
by the Vendor in the pres-  
ence of:-

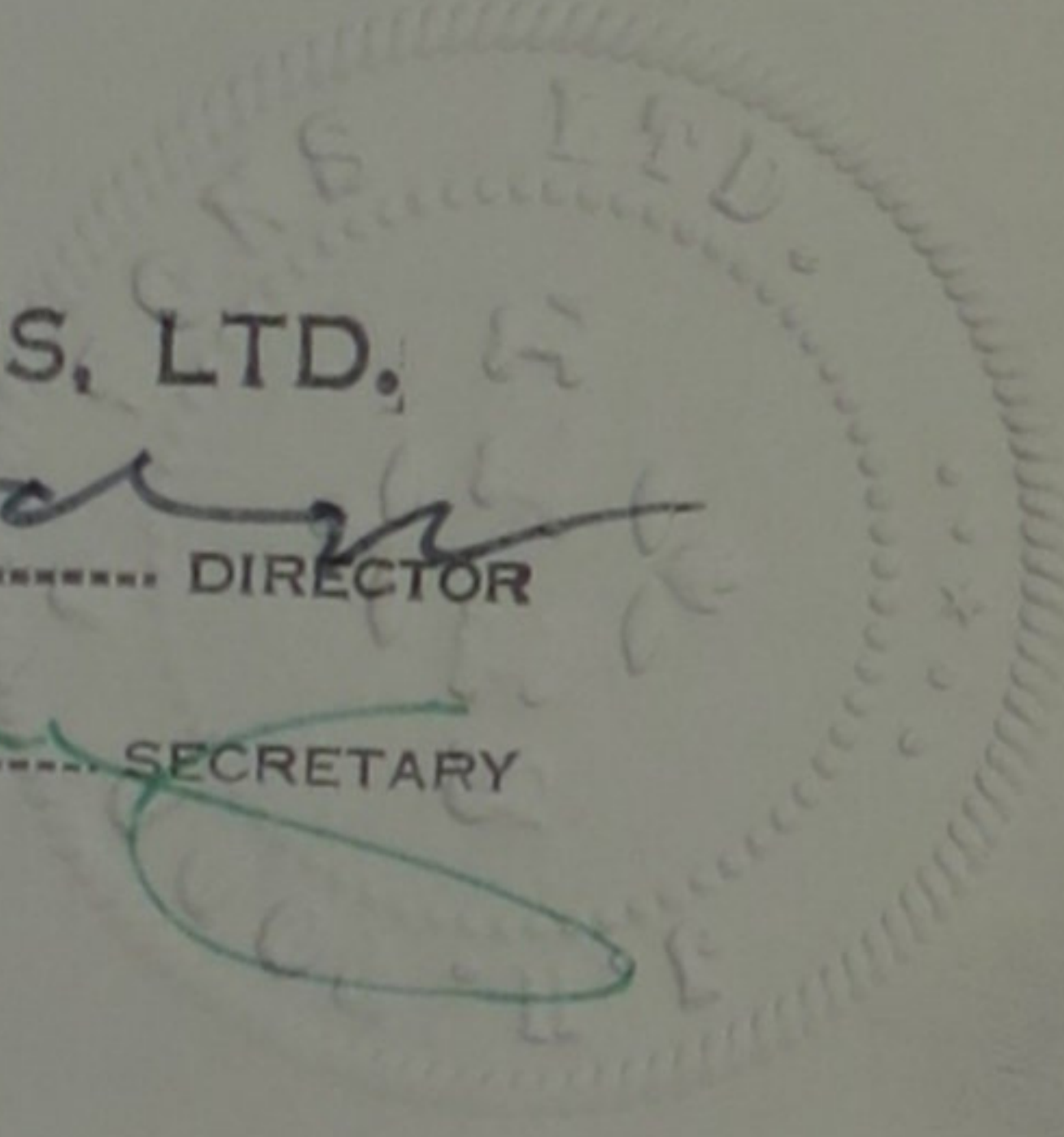
*W. A. Sutton*

*Misako Koda*

J. H. TODD & SONS, LTD.

*Wm. J. Todd*  
..... DIRECTOR

*F. B. Todd*  
..... SECRETARY





DATED FEBRUARY 7, 1942.

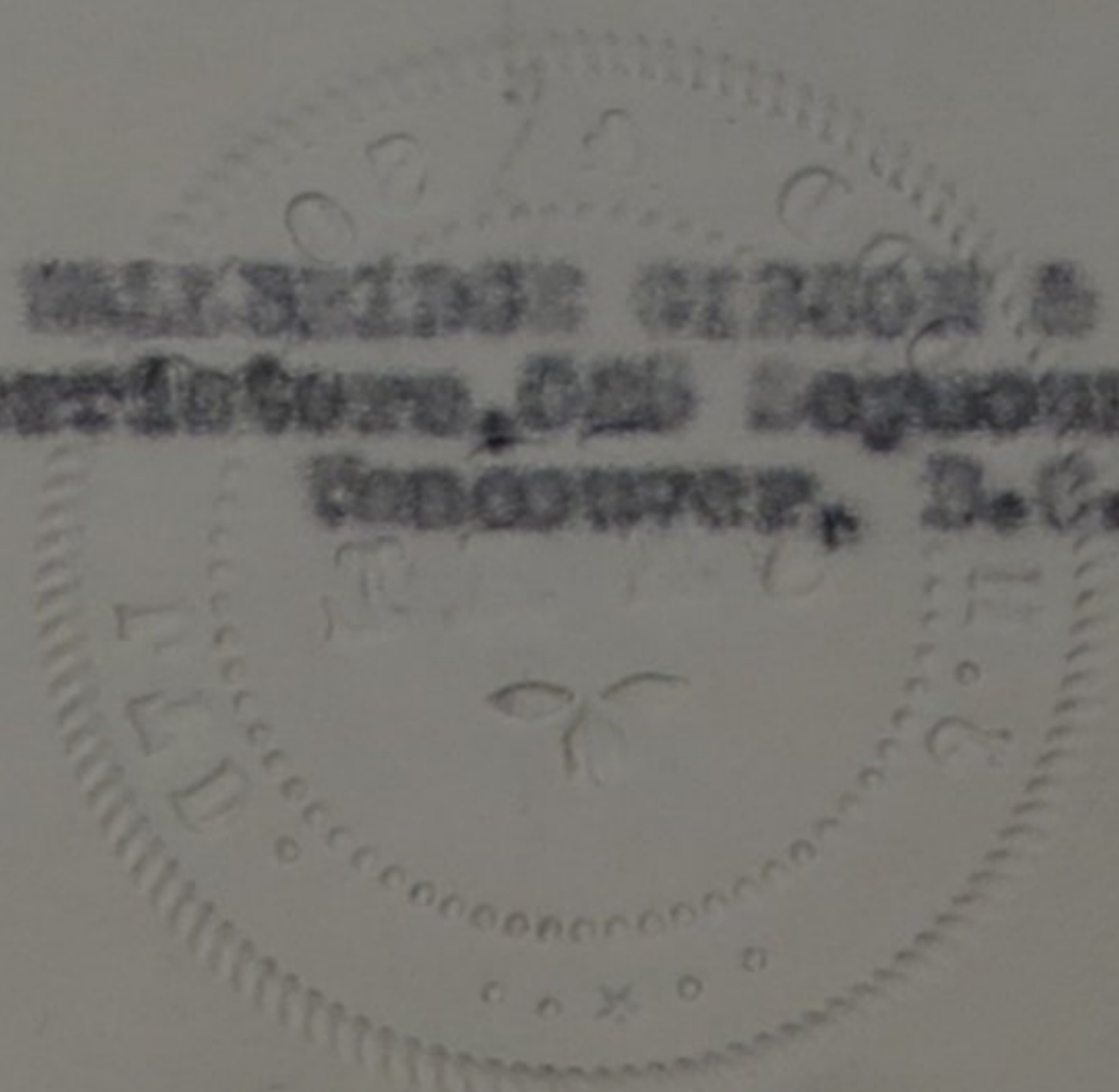
WILSON HODG

To

J. H. TODD & SONS, LTD.

AGREEMENT FOR SALE OF  
"CARLOTTA H."

WILLIAM BRIDGE GIBSON & SUTTON  
Solicitors, 525 Seymour St.,  
Vancouver, B.C.





# LAND REGISTRY ACT

FORM Q. (Section 59).

## *For the Secretary (or other Officer) of a Corporation*

I HEREBY CERTIFY that, on the 9th. day of February, 191942.  
at Victoria, in the Province of British Columbia  
LESLIE BERNARD BING [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 Secretary of  
J. H. TODD & SONS LTD., and that he is the person  
who subscribed his name to the annexed instrument as Secretary of the said  
J. H. TODD & SONS LTD. and affixed the seal of the  
Company  
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 hereto set my hand and Seal of Office at  
Victoria, B.C., this 9th day of  
February, in the year of our Lord one thousand nine hundred  
and forty two.

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



Addresses of sundry Japanese fishermen - formerly fishing  
for Inverness Cannery

T. OMORI.....	Bank of Montreal, Main & Hastings, Vancouver.B.C.	
TIEJI OMORI .....	Royal Bank of Canada, Main & Hastings,	do
HIROSHI OMORI .....	Bank of Montreal, Main & Hastings,	do
S. OYAMA.....	c/o Hastings Park Manning Pool	do
S. HAMASAKI.....	c/o do do do do	do
T. HAMASAKI.....	c/o do do do do	do
S. NAKAGAWA.....	Bank of Montreal, Main & Hastings	do
M. FUJIMOTO.....	c/o Hastings Park Manning Pool	do
S. TAKAMATSU		
K. Takamatsu.....	c/o do do do do	do
T. KITAGAWA.....	c/o Mrs.R.Kitagawa, 613 Powell St	do
Y. YAMASHITA.....	c/o Mrs.Y.Yamashita, 1166 Powell St	do
Y. MIZUYABU.....	c/o Hastings Park Manning Pool	do
J.ONO		
S.ONO.....	c/o Bank of Montreal, Main & Hastings	do
K. NAKAGAWA.....	c/o Hastings Park Manning Pool	do
S. MATUSUI.....	c/o Mrs.S.Matsui, 110 Main St	do
S. MAIKAWA.....	c/o Hastings Park Manning Pool	do
Y. TANAKA.....	c/o Royal Bank of Canada, Main & Hastings	do
K. KAWAGUCHI.....	c/o do do do do do do do	do
x B. YAMASHITA.....	c/o do do do do STEVESTON. B.C.	
K. YAMASHITA)		
K. MURAO		
B. YOSHIDA		
I.NAKAMURA		
T.KARIYA		
S.ITANI		
	All these requested any settlements to be sent care T.Omori account - Bank of Montreal, Main and Hastings St, Vancouver.B.C.	
D. SUZUKI.....	c/o Hastings Park Manning Pool, Vancouver.B.C.	







*Copied by :*

**24913**

NEGATIVE No.....

**LEONARD FRANK PHOTOS**

**553 GRANVILLE ST.**

**PHONE MARINE 9945 VANCOUVER, B. C.**

24913



MEMO RE GILLNET BOATS TO BE RELEASED  
BY NAVAL AUTHORITY TO J.H. TODD &  
SONS LTD.

List of fishing vessels owned and operated by  
J.H. TODD & SONS, Ltd., Salmon Cannery, 117 Belmont  
House, Victoria, B.C.

	Name of Boat	Power
Packer	"FLORENCE"	75 HP Caterpillar Diesel
Sener	"INVERCAN"	55 do
Sener	"INVERCAN #2"	75 do
Singer	"INVERCAN #3"	75 do
Siner	"SEA PRIDE"	50 Atlas Imperial Diesel
Siner	"HATTA #3"	60 Caterpillar Diesel
Siner	"ALBERTA G"	60 do
Seiner	"SPUD"	35 do
Packer	"FLORA L"	35 do
Packer	"MORRIS H"	55 do
Sener	"HATTA #2"	30 Atlas Imperial Diesel
Sener	"HATTA #8"	40 Standard Gas Engine
Packer	"HORSESHOE"	20 do
Packer	"KLEMTU C"	60 Fairbanks Morse Diesel
Packer	"EMPIRE CANNERY"	80 do
Packer	"CHIEF LEGAIC"	75 Caterpillar Diesel
Seiner	"CHARLOTTE TM#2"	65 Atlas Imperial Diesel
Packer	"CARLODA N"	60 do
Seiner	"ORCA G"	80 Vivian Diesel
Seiner	"MENZIES BAY"	60 do
Seiner	Howe Sound #3	80 do

The above noted 8 Gillnet boats are being purchased from the Japanese -  
subject to examination.

NOTE: K., T. OMORI, - small collecting boat.



MEMO RE GILLNET BOATS TO BE RELEASED  
BY NAVAL AUTHORITY TO J.H. TODD &  
SONS LTD.

BOAT NAME	OPERATED BY	FISHING LICENSE	BOAT LICENSE	NAVAL NO.	WHERE IMPOUNDED	NOW AT
MISS RICHMOND	S. Oyama	3061	N.W. 2521	N.W. 630K	New Westminster	Vancouver
S.H.	S. Hamaseki	3048	P.R. 618	P.R. 095F	New Westminster	New Westminster
I.C. #12	T. Hamasaki	3050	P.R. 207	P.R. 055H	Prince Rupert	Prince Rupert
KONGO I.C.#33	K. Nakagawa	615	P.R. 231	P.R. 052C	New Westminster	Vancouver
M.K.	K. Yamashita	501	P.R. 809	P.R. 0430	Prince Rupert	Prince Rupert
M.T.	Y. Tanaka	3062	N.W. 1880	P.R. 031D	New Westminster	New Westminster
BIG BOY	Y. Tanaka	3049	P.R. 554	P.R. 050G	Prince Rupert	Prince Rupert
I.C. 49	K. Kawaguchi	509	P.R. 1080	P.R. 036P	Prince Rupert	Prince Rupert

The above noted 8 Gillnet boats owned by J.H. Todd & Sons Ltd.  
but operated during 1941 Season by Jap Fishermen noted and for  
this reason, impounded by Naval Authority.

H.O.	H. Omori	623	P.R. 504	P.R. 046G	Prince Rupert	Prince Rupert
NAGABLO	T. Omori	621	P.R. 637	P.R. 013F	Prince Rupert	Prince Rupert
O.K.	?	-	V. 1946	V. 096T	New Westminster	New Westminster
FUMIE	T. Kaniga	559	P.R. 688	P.R. 032J	Prince Rupert	Prince Rupert
HOME RUN	S. Nakagawa	3167	P.R. 153	P.R. 049G	Prince Rupert	Prince Rupert
R.K.	T. Kitagawa	507	P.R. 193	P.R. 095G	New Westminster	New Westminster
Y.H.Y.	Y. Yamashita	503	V. 1477	P.R. 051I	Prince Rupert	Prince Rupert
ASAHI	V. Ono	3047	-	P.R. 0400	Prince Rupert	Prince Rupert
D.S.	D. Suzuki	3111	P.R. 417	P.R. 071F	New Westminster	New Westminster
J.O.	S. Ono	2057	P.R. 199	P.R. 053C	New Westminster	New Westminster
S.T. (Not in good shape)	K. Tamashika	3055	P.R. 308	P.R. 058C	New Westminster	New Westminster
M.F.	M. Fujimoto	3060	P.R. 422	P.R. 096F	Prince Rupert	Prince Rupert
CHATHAM MAID	<sup>B</sup> K. Yamashita	3063	P.R. 191	P.R. 000I	Prince Rupert	Prince Rupert
I.H.	I. Nakamura	550	N.W. 2255	N.W. 043K	New Westminster	New Westminster

The above noted gillnet boats are being purchased from the Japanese -  
subject to examination.

ROBT. K., T. OMORI, - small collecting boat.



Memo for Mr.L.B. Bing  
November 2nd, 1942 3.45 PM

Referring to Jap.Fishing Vessels Disposal Committee letter of Oct.30th in which they object to charges made for putting the following vessels in running order :-

"Hatta #2"	}	H. Tsuchiya
"Hatta #3"		
"Hatta #8"		
"Bethune"		

"Charlotte T.M.#2" O. Ishii

With the first four boats - Tsuchiya's - writer believes the agreement fully covers all charges to be made in order to put the boats in first class running order - in the Agreement, it definitely states :

"The Vendor covenants and agrees that upon delivery of the said vessels to the Purchaser the said vessels shall be seaworthy and in good running order and if any of all of such vessels are not in good running order the Purchaser shall be at liberty to make such necessary repairs to said vessels to put them in running order. The Purchaser shall be the sole judge as to the necessity for affecting such repairs. The Vendor agrees that the Purchaser shall be at liberty to deduct from the 25% of the purchase price remaining unpaid, of the costs of effecting repairs to said vessels."

However, it is suggested that Mr.Bing and writer go over the various charges which are complained about and decide if there is merit to the complaints.

In the case of the "Charlotte T.M.#2" The complaint in this case is to some extent justified as this vessel was not a seine boat when purchased but was rigged as a packer. So in fairness to the vendor, it is suggested this matter be more fully gone into and a decision made as to whether the firm is justified in charging the Vendor for the change over from packer rig to seine rig.

Again re Tsuchiya's boats. The "Hatta #3" was purchased on the basis of hull only and while there is nothing mentioned in the agreement, there was a sort of verbal understanding that the firm would be responsible for taking the old engine out and placing same on the dock at False Creek Machine Shop, Vancouver. However, this is a matter for discussion.

*R. L. Sinclair*



CANADA  
DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN  
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. ....

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

6th September, 1944.

Messrs. J.H. Todd & Sons Limited,  
117 Belmont House,  
Victoria, B.C.

Dear Mr. Bing,

The interview which Mr. Wright and the writer had with you at your office recently was appreciated and as a result of our conference I am now writing in regard to the matters discussed.

As indicated at that time we are required to arrive at a settlement of the balances due in connection with a number of boats purchased by you.

In regard to the initial sale price we believe that there is no dispute and it is agreed that expenditures required to put the vessels in a seaworthy and running order formed a part of the agreement which the Japanese owner had with you.

We pointed out, however, as an example that to agree to the purchase of the "Bethune" for the sum of \$1,440.00 and then to make repairs costing \$2,712.00 and as a consequence not only pay the owner nothing but charge him with the difference of approximately \$1,300.00 is so palpably absurd as to be altogether beyond the widest interpretation of your rights under the contract.

You admitted that the cost of changing a boat bought as a packer and converting it into a seiner was not an expense chargeable to the vendor and the same principle holds good in regard to the expenses involved in changing a boat valued at \$1,440.00 and converting it into a boat which after extensive improvements made it into a boat of considerably greater value than what it was at the time of purchase.

We are not of course disputing that expenditures were made in the amounts mentioned, but we do think that such expenditures thereby made the value of this asset beyond its original value and therefore to that extent was the responsibility of yourselves as purchasers.

While some allowance was contemplated to effect necessary repairs to place the boats in a running condition, it was never intended that expense should be charged to the vendor in order to change the type of the boat or definitely improve the boat in excess of its valuation and condition at the time of purchase.



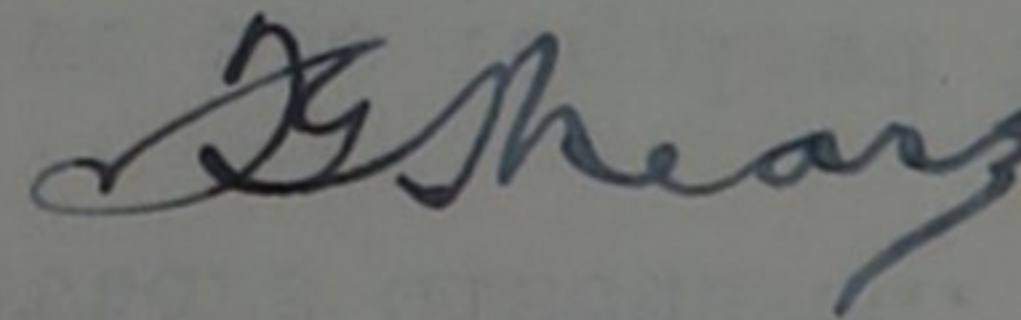
In this connection these charges were to be deducted out of the 25% holdback from the purchase price. That is to say the maximum amount agreed for necessary repairs to place the boat in running order was 25% of its purchase price. On this basis a settlement for the following boats would be as follows:

<u>Vessel</u>	<u>Sale Price</u>	<u>25% Holdback</u>	<u>Repairs made</u>	<u>Allowance</u>	<u>Balance due Vendor</u>
"Hatta II"	\$3,150.00	\$787.50	\$1,931.60	\$787.50	---
"Hatta III"	4,500.00	1,125.00	---	---	\$1,125.00
"Hatta VIII"	5,400.00	1,350.00	261.84	261.84	1,088.16
"Bethune"	1,440.00	360.00	2,712.04	360.00	---
				Total	\$2,213.16

In regard to the "Charlotte T.M. II". This boat was changed from a packer to a seiner and the cost charged to Otomatsu Ishii being \$1,627.28.

Some portion of this amount might be properly chargeable to the Japanese owner but the major portion would be incurred in changing the type of this boat. Such an amount, in addition to the sum of \$2,213.16 mentioned above, we consider is the amount refundable to the Custodian and in order to settle this matter so that our Auditors can be satisfied it would be appreciated if you would kindly give this your early consideration and remit to us the amount in question.

Yours truly,



F. G. Shears,  
Director.

FGS/PMH







[Aug. 30, 1942]







[Aug. 30, 1942]







[Aug. 30, 1942]

185







[Aug. 30, 1942]



Sept. 9th, 1944.

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

Dear Sir:

Attention Mr. F.G. Shears

Replying to your letter of September 6th regarding boats purchased from Mr. H.K. Tsuchiya, on checking into this we find the boats purchased as follows:

	Purchase Price	Withheld	Paid
"Hatta 2"	3,150.00	388.15	2,761.85
"Hatta 3"	4,500.00	554.35	3,945.65
"Hatta 8"	5,400.00	665.15	4,734.85
"Bethune"	<u>1,440.00</u>	<u>177.28</u>	<u>1,262.72</u>
	<u>14,490.00</u>	<u>1,784.93</u>	<u>12,705.07</u>

The totals show that the purchase price of these 4 boats amounted to \$14,490.00. Against this there were Mortgages of \$7,350.28, leaving a Net Purchase Price of \$7,139.72. We withheld 25% of this figure or \$1,784.93 to cover repairs, forwarding our remittance of \$12,705.07.

The repairs less the monies withheld are as follows:

	Repairs	Withheld	Loss	Gain
"Hatta 2"	1,931.60	388.15	1,543.45	
"Hatta 3"	1,398.87	554.35	844.52	
"Hatta 8"	261.84	665.15		403.31
"Bethune"	<u>2,712.04</u>	<u>177.28</u>	<u>2,534.76</u>	
	<u>6,304.35</u>	<u>1,784.93</u>	<u>4,922.73</u>	<u>403.31</u>

This shows a loss to us on 3 boats of \$4,922.73, less the gain on the gain on the "Hatta 8" of \$403.31, or a Net Loss on repairs of \$4519.42.



If 25% of the Purchase Price of these boats had been withheld and applied against Repairs, this would show as follows:

	25% Purchase Price	Actually Withheld	Difference
"Hatta 2"	787.50	388.15	399.35
"Hatta 3"	1,125.00	554.35	570.65
"Bethune"	360.00	177.28	182.72
	<u>2,272.50</u>	<u>1,119.78</u>	<u>1,152.72</u>

This would show a difference of \$1,152.72 less the Gain on the "Hatta 8" of \$403.31, leaving an amount due us of \$749.41.

The boat "Hatta 3" was purchased for \$4,500.00 covering the hull, only. We spent \$7,104.61 installing the new engine and repairing this hull. The repairs against the hull, amounting to \$1,398.87, were not shown in our original statement to you as these were included in the engine installation in error.

In view of the above figures, we certainly cannot see how you claim a balance due this Japanese of \$2,213.16.

Regarding the "Charlotte T.M. No. 2", in checking into repairs done on this boat, we find that we spent \$200.81 installing the Seine Table. \$1,627.28 was expended putting this boat in a seaworthy condition.

Yours very truly,

J. H. TODD & SONS LTD.

Accountant.

GC/RS



THIS AGREEMENT made this 19<sup>th</sup> day of February,  
A.D.1942.

BETWEEN:

OTOMATSU ISHII, of 363 East Cordova Street,  
in the City of Vancouver, in the Province  
of British Columbia, Fisherman,

hereinafter referred to as the Vendor;

Of the First Part;

and

J. H. TODD & SONS LTD., a body corporate  
having its registered office at the City  
of Victoria, in the Province aforesaid,

hereinafter referred to as the Purchaser;

Of the Second Part.

WHEREAS the Vendor is the registered owner of the  
vessel "CHARLOTTE T.M. 11", official number 170786,  
being registered in the office of the Registrar of  
Shipping in the City of Vancouver, in the Province of  
British Columbia.

AND WHEREAS the said Vessel is at the present time  
in the custody of the Naval authorities of the Dominion  
of Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH  
that the parties hereto mutually covenant and agree each  
with the other as follows:-

1. The Vendor agrees to sell and the Purchaser agrees  
to purchase the said Vessel upon the terms and conditions  
hereinafter mentioned.

2. The Vendor agrees that the Purchaser takes



possession of the said Vessel forthwith at the place where it now is lying upon release of the said Vessel by the Naval authorities, and the Vendor agrees to execute and deliver to the Purchaser a Bill of Sale of the said Vessel, which said Bill of Sale shall be registered forthwith in the records of the Registrar of Shipping, Vancouver, British Columbia.

3. The Vendor covenants and agrees that upon delivery of the said Vessel to the Purchaser the said Vessel shall be seaworthy and in good running order, fully equipped with anchors, barometers, clocks and all other ordinary running-gear, and in the event of said Vessel not being in good running order and fully equipped with the necessary running-gear as aforesaid, the Purchaser shall be at liberty to make such necessary repairs to the said Vessel so as to put it in good running order and to replace such equipment as is missing. The Purchaser shall be the sole judge as to the necessity for effecting repairs, or making replacements of running-gear. The Vendor hereby authorizes and directs the Purchaser to deduct from the purchase price of the said Vessel the cost of such repairs and replacements of running-gear and equipment.

4. The purchase price to be paid by the Purchaser to the Vendor, subject to the deductions authorized in the preceding paragraph, shall be the sum of Seven Thousand Seven Hundred Dollars (\$7,700.00), payable as follows:- The sum of Five Thousand Seven Hundred and Seventy-five Dollars (\$5,775.00) upon the completion of the registration of the Bill of Sale aforesaid on the books of the Registrar of Shipping, Vancouver, British Columbia, and the balance the sum of One Thousand Nine



Hundred and Twenty-five Dollars (\$1,925.00) less such deductions if any, for replacement of equipment or cost of repairs to the said Vessel forthwith upon completion of the replacement of such equipment and effecting of such repairs.

5. At the time of delivery of the said Vessel by the Vendor to the Purchaser an inventory shall be made by the Vendor and a representative of the Purchaser setting out in detail all equipment with which the said Vessel is outfitted and such inventory shall be signed by both parties.

IN WITNESS WHEREOF the Vendor has hereunto signed his name and affixed his seal and the Purchaser has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf the day and year first above written.

SIGNED SEALED AND DELIVERED  
by the Vendor in the  
presence of:

*W. A. Sutton*

*O. Ishii*

The Corporate Seal of  
J. H. Todd & Sons Ltd.  
was hereunto affixed  
under the hands of its  
proper officers:

J. H. TODD & SONS, LTD.

*[Signature]* DIRECTOR  
*[Signature]* SECRETARY



For the Secretary  
of a Corporation.

I HEREBY CERTIFY that on the \_\_\_\_\_ day of February 1942  
at the City of Victoria, in the Province of British Columbia,  
who is personally known to me,  
appeared before me and acknowledged to me that he is the  
of J.H.Todd & Sons Ltd., and that he is the person who subscribed  
his name to the annexed instrument as \_\_\_\_\_ of the  
said J.H.Todd & Sons Ltd. and affixed the seal of the Company  
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 at  
the City of Victoria, in the Province of British Columbia, this  
day of February, A.D. 1942.

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

1942.

DATED FEBRUARY

OTOMATSU ISHII

TO

J.H.TODD & SONS LTD.

AGREEMENT FOR SALE OF

"CHARLOTTE T.M. 11"

REID WALLBRIDGE GIBSON & SUTTON  
Barristers, etc.,  
525 Seymour St.,  
Vancouver, B.C.



day of March 1942.

SENKICHI FUKUYAMA, of 2503 Triumph Street, in  
the City of Vancouver, in the Province of  
British Columbia,

OF THE FIRST PART

J.H. TODD & SONS LTD., a body corporate having its registered office at the City of Victoria in the Province aforesaid,

OF THE SECOND PART

AND WHEREAS the said vessel is at the present time in the custody of the Naval Authorities of the Dominion of Canada.

1. The Vendor agrees to sell and the Purchaser agrees to purchase the said vessel upon the terms and conditions hereinafter mentioned.

3. The Vendor covenants and agrees that upon delivery of the said vessel to the Purchaser the said vessel shall be



fully equipped with anchors, tools and accessories and all other ordinary running gear and equipment together with a seine skiff, and in the event of the said vessel not being fully equipped with the necessary running gear, tools, accessories and equipment and seine skiff as aforesaid, the Purchaser shall be at liberty to replace such equipment as is missing. The Purchaser shall be the sole judge as to the necessity for making replacements of running gear, tools, accessories and equipment. The Vendor hereby authorizes and directs the Purchaser to deduct from the purchase price the cost of replacements of running gear, tools, accessories and equipment and seine skiff.

4. The purchase price to be paid by the Purchaser to the Vendor, subject to the deductions authorized in the preceding paragraph, shall be the sum of Ten Thousand Five Hundred Dollars (\$10,500.00), payable as follows: The sum of Seven Thousand Eight hundred and seventy-five Dollars (\$7875.00) upon the completion of the registration of the Bill of Sale aforesaid on the books of the Registrar of Shipping, Vancouver, British Columbia, and the balance of Two Thousand Six hundred and twenty-five Dollars (\$2625.00) forthwith upon completion of the replacement of such equipment as is authorized in the preceding paragraph.

5. At the time of the delivery of the said vessel by the Vendor to the Purchaser an inventory shall be made by the Vendor and a representative of the Purchaser setting out in detail all equipment with which the said vessel is outfitted and such inventory shall be signed by both parties.

IN WITNESS WHEREOF the Vendor has hereunto signed his name and affixed his seal and the Purchaser has caused its Corporate Seal to be affixed hereto under the hands



of its proper officers in that behalf the day and year first  
above written.

SIGNED SEALED AND DELIVERED  
in the presence of:

*R.B. Giff*  
525 Seymour St  
Vancouver  
*R.B.*

*Senichi Fukuyama*



THE CORPORATE SEAL OF J.H.  
TODD & SONS LTD. was here-  
unto affixed under the hands  
of its proper officers:

J. H. TODD & SONS, LTD.

*Wm. N. [Signature]*  
MANAGING DIRECTOR

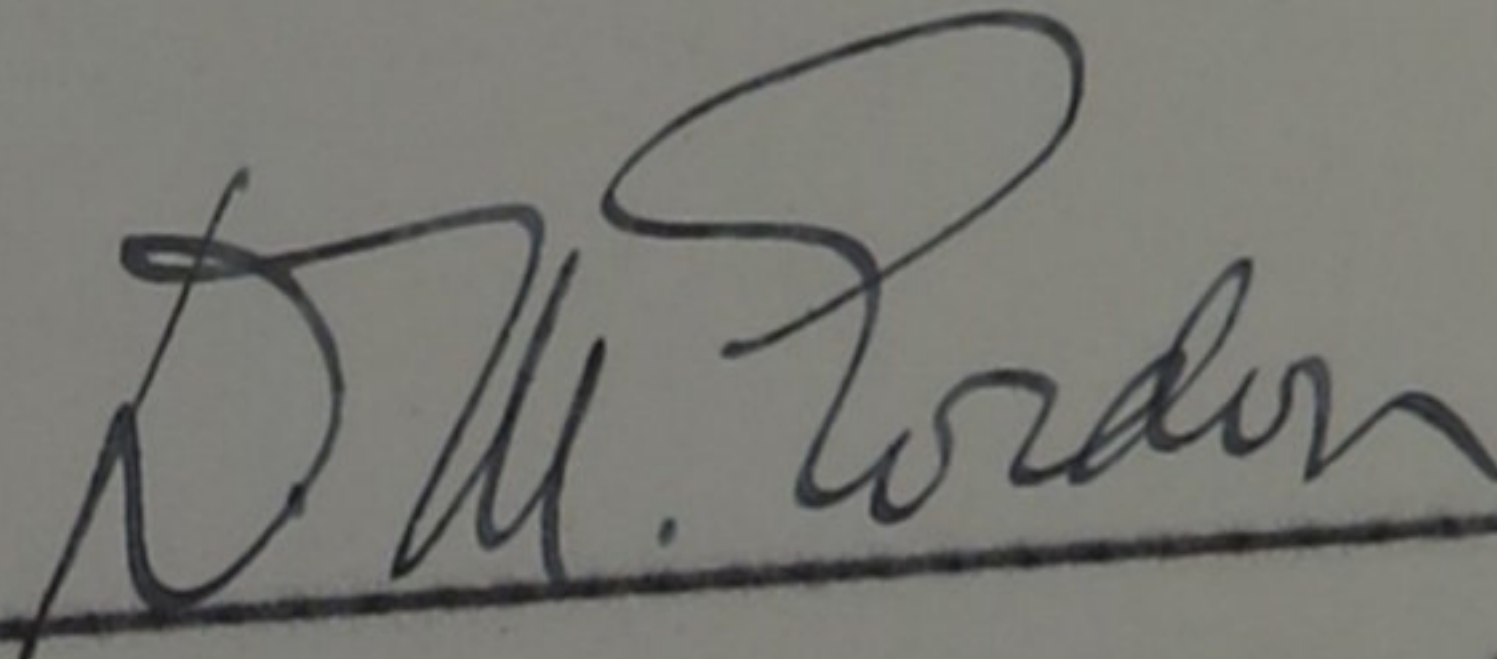
*[Signature]*  
SECRETARY



For the Secretary (or other Officer)  
of a Corporation

I HEREBY CERTIFY that on the 5th day of March 1942 at the City of Victoria, in the Province of British Columbia, Leslie Bernard Bing who is personally known to me, appeared before me and acknowledged to me that he is the Secretary of J.H. Todd & Sons Ltd., and that he is the person who subscribed his name to the annexed instrument as Secretary of the said J.H. Todd & Sons Ltd. and affixed the seal of the Company 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 at the City of Victoria, in the Province of British Columbia, this 5th day of March, A.D. 1942.



A Notary Public in and for the  
Province of British Columbia.



DATED MARCH

1942

SENKICHI FUKUYAMA

- and -

J.H. TODD & SONS LTD.

---

AGREEMENT FOR SALE OF

"ORCA G."

---

REID WALLBRIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.





Form No. 10a.

## BILL OF SALE (Body Corporate)

1462  
4-40

Official Number	Name of Ship	No., Date and Port of Registry
154,575	MENZIES BAY	No 21 1941 VANCOUVER. B.C.
Whether a Sailing, Steam or Motor Ship		Horse Power of Engines, if any
MOTOR SCREW		N. H. P. 2'1.0 B. H. P. 60
Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post		Feet 44 Tents 6
Main breadth to outside of plank		13 3
Depth from top of deck at side amidships to bottom of keel		7 9
NUMBER OF TONS		
Gross 22.35	Registered 15.20	
And as described in more detail in the Certificate of the Surveyor and the Register Book.		
We, (a) Howe Sound Fisheries Limited, a body corporate		
having our principal place of business at 402 Dawson Building, Vancouver, British Columbia,		
in consideration of the sum of Ten Thousand Five Hundred Dollars paid to us by J. W. Todd & Sons Ltd., a body corporate		
having its registered office at Belmont Building, Victoria, British Columbia		
the Receipt whereof is hereby acknowledged, transfer Sixty-four sixty-fourth Shares in the Ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances, to the said J. W. Todd & Sons Ltd.		
Further, we, the said Howe Sound Fisheries Limited		
J. W. Todd & Sons Ltd. and (c) its assigns, that we have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred,		
and that the same are free from encumbrances (d).		
In witness whereof we have hereunto affixed our common seal this 4th day of March one thousand nine hundred and forty-two		
The Common Seal of the Howe Sound Fisheries Limited		
was affixed hereunto this 4th day of March 1942		
in the presence of (e)		
HOWE SOUND FISHERIES LIMITED		
Per S. Sugiyama Director		
S. Sugiyama		

Vol. 22 Fol. 199  
Registered at the Port of  
Vancouver, British Columbia,  
at 10.30 o'clock a.m. this  
9th day of March 1942  
E. Carmichael,  
Registrar of Shipping.

Note.—A Purchaser of a  
Registered British Vessel  
does not obtain a complete  
title until the Bill of Sale  
has been recorded at the  
Port of Registry of the Ship,  
and neglect of this precaution  
may entail serious conse-  
quences.

Note.—Registered Owners  
or Mortgagees are reminded  
of the importance of keeping  
the Registrar of Shipping in-  
formed of any change of resi-  
dence on their part.

(a) Here insert title in full of the Body Corporate. (b) Here insert address in full and description of transferee or transferees. (c) "His," "her," or "their." (d) If there be any subsisting Mortgage, or outstanding Certificate of Mortgage or Sale, add "save as appears by the Registry of the said Ship." (e) Description of Witnesses, Directors, Secretary, etc. (as the case may be).



# BOATS PURCHASED 1942

ISHII, Otamatsu - "CHARLOTTE T.M. II" - Purchase Price \$7,700.00

		Dr.	Cr.	Balance
<u>1942</u>				
Feb. 27	Reid, Wallbridge			
	" Cash re purchase			
	" of Boat	5,775.00		
Mch. 13	Gillespie, Hart & Co.			
	" Insurance Premium	18.46		
	" " "	308.00		
May 1	Lipsett, Ed. Ltd. Apl. 27/42	28.73		
23	" " "	1.76		
27	" " "	5.92		
29	" " "	14.34		
	" " "	14.73		
	" " "	5.80		
	" " "	98.96		
	" " "	43.75		
	Can. Atlas Diesel Eng.	.84		
27	Western Machine Works	290.04		6,606.33
June 1	Lipsett, Ed. Ltd.	11.52		
4	" " "	18.53		
1	Gulf of Georgia Towing Co.	29.04		
	Imperial Oil Ltd.	24.81		
12	Lipsett, Ed. Ltd.	20.21		6,710.44
29	" " " Credit Note		13.30	6,697.14
July 1	False Creek Mach. Wks.			
Aug.	Inv. July 30/42	77.34		
	West Coast Salvage Co.			
	Inv. June 18/42	65.35		
27	" Credit Note		31.35	7,954.36
	" Inv. June 18/42	1,145.88		
	McPherson & Co.	297.72		8,252.08







*copied by*

**24914**

NEGATIVE No.....

**LEONARD FRANK PHOTOS**

**553 GRANVILLE ST.**

**PHONE MARINE 9945 VANCOUVER, B. C.**

24914



JAPANESE FISHING VESSELS DISPOSAL COMMITTEE  
VANCOUVER, B.C.

March 7th

194 2

\$ 7,875.00

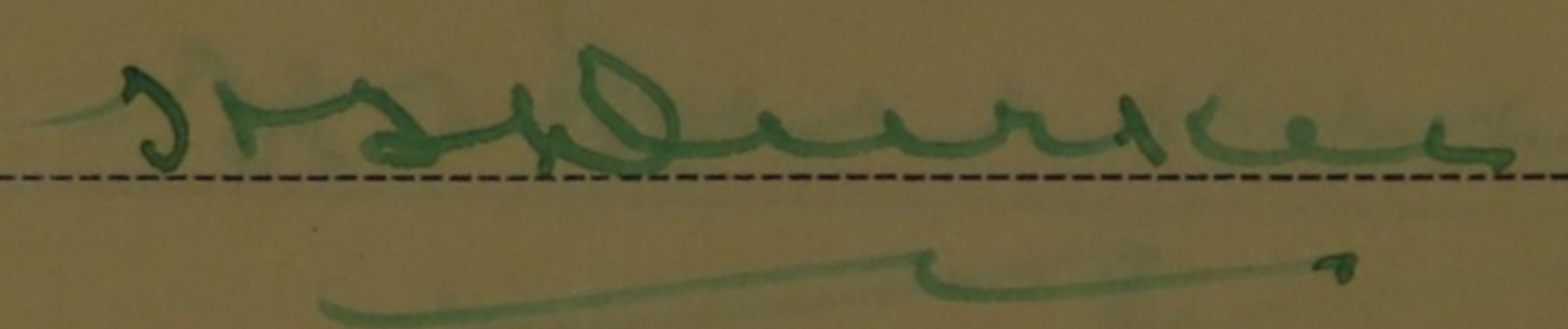
RECEIVED from J. H. TODD & SONS LIMITED

the sum of SEVEN THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE AND  $\frac{00}{100}$  DOLLARS

on account of sale of Vessel "MENZIES BAY" No. 154575

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

PER





JAPANESE FISHING VESSELS DISPOSAL COMMITTEE  
VANCOUVER, B.C.

March 7th 1942

\$ 7,875.00

RECEIVED from J. H. TODD & SONS LIMITED

the sum of SEVEN THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE AND ~~00~~<sub>100</sub> DOLLARS  
on account of sale of Vessel "ORCA G." No. 153165

JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

PER



DATED

1942

J.H. TODD & SONS LTD.

- and -

KONRAD AMUNDSEN

---

CONDITIONAL CONTRACT OF SALE

---

REID WALLBRIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.



CONDITIONAL CONTRACT OF SALE

THESE PRESENTS WITNESS that J.H. TODD & SONS LTD. of Victoria, British Columbia, hereinafter called the Vendor, has delivered to KONRAD AMUNDSEN residing at New Westminster, in the Province of British Columbia, hereinafter called the Vendee, the personal property hereinafter described, under a contract of conditional sale. The terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said property is now and shall remain the absolute property of the Vendor until after the full and complete payment of the purchase price therefore, which purchase price is the sum of Eight hundred dollars (\$800.00).

2. That the Vendee has this day paid to the Vendor, on account of said purchase price, the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: Seven Hundred and ninety-nine Dollars (\$799.00) together with interest thereon at the rate of Six percent (6%) per annum shall be paid by the Purchaser as follows:- By annual payments of not less than One hundred Dollars (\$100.00) and interest on the principal amount remaining unpaid at the rate aforesaid, each of such annual payments to be made on or before the 31st December in each year, the first of such payments to be made on or before the 31st December 1942 and in each year thereafter.

4. Said property is described as follows:- Motor screw vessel "T.M.B.VI" License No. N.W.2379 registered at New Westminster, B.C.

5. That on full payment of said principal and interest and all sums paid by the Vendor to protect said personal property and all costs occasioned by any default of the Vendee hereunder the title of said property shall vest in said Vendee.

6. The said property and every part thereof at all times while out of the possession of said Vendor shall be at the



risk of said Vendee, and all loss or damage of said property or any part thereof shall be borne by said Vendee, and no such loss or damage shall operate to extinguish or diminish any liability upon said purchase price; and said Vendee further agrees to keep the said property insured in a sufficient amount in favor of said Vendor to cover his interest at all times before the vesting of said title in said Vendee by the making of said payments as aforesaid.

7. Said Vendee shall at all times while the said property is in the possession of said Vendee have the right to use the same for all uses and purposes for which said property is designed.

8. Possession of said property was taken by said Vendee on the 14<sup>th</sup> day of March 1942, and he shall keep same in good repair.

9. In case default shall be made in the payment of the balance or any part thereof, principal or interest, as and when the same shall become due and payable according to their terms and conditions, or in carrying out the terms hereof, the Vendor is empowered to take possession of the said personal property, with or without process of law, as the said Vendor may elect, and all right of the Vendee to said personal property under this contract shall thereupon be forfeited and determined at the election of the Vendor, and all sums theretofore paid by the Vendee shall be retained by the Vendor as rent for the use of said personal property, and such default on the part of the Vendee shall not operate to extinguish or diminish any liability upon the said purchase price. The Vendor instead of retaining may sell the said personal property, and in such case shall credit on the balance payable the net amount realized after deducting all costs of retaking and sale and the Vendee shall remain liable for the balance thereafter remaining due on said purchase price.



10. Each payment hereinabove mentioned is a condition precedent to the transfer of the above described property.

11. The Purchaser covenants and agrees with the Vendor that until such time as the purchase price payable hereunder together with all interest thereon is fully paid and satisfied the Vendor have the first refusal of all charters for the said vessel, the subject matter of this Agreement, at the same rate as is being paid at such time for vessels of a similar size and power.

Wherever the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or a corporation where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 14<sup>th</sup> day of March A.D. 1942.

THE CORPORATE SEAL OF J.H.  
TODD & SONS LTD. was hereunto  
affixed in the presence of:

J.H. TODD & SONS, LTD.

MANAGING DIRECTOR

SECRETARY

SIGNED SEALED AND DELIVERED  
in the presence of:

Arnold Bliff  
525 Seymour St.  
Vancouver  
B.C.

J. Amundsen



*Amicus Devis*

THIS AGREEMENT made this 17<sup>th</sup> day of March A.D. 1942.

BETWEEN:

NOBORU H. BABA, of Burne in the Province of British Columbia,

(hereinafter referred to as the Vendor)

OF THE FIRST PART

J.H. TODD & SONS LTD., a body corporate having its registered office at the City of Victoria, in the Province aforesaid,

(hereinafter referred to as the Purchaser)

OF THE SECOND PART

WHEREAS the Vendor is the licensed owner of the gasoline screw vessel "T.M.B.VI" license number 2379 issued at New Westminster, British Columbia, Naval Recognition number N.W.067F.

AND WHEREAS the said Vessel is at the present time in the custody of the Naval authorities of the Dominion of Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree each with the other as follows:-

1. The Vendor agrees to sell and the Purchaser agrees to purchase the said Vessel upon the terms and conditions hereinafter mentioned.

2. The Vendor agrees that the Purchaser takes possession of the said vessel forthwith at the place where it now is lying upon release of the said vessel by the Naval Authorities, and the Vendor agrees to execute and deliver to the Purchaser a Bill of Sale of the said Vessel, which said Bill of Sale shall be registered forthwith with the Collector of Customs, New Westminster British Columbia.

3. The Vendor covenants and agrees that upon delivery of



NB. the said Vessel to the Purchaser the said Vessel shall be seaworthy and in good running order, fully equipped with anchors, ~~barometers~~, ~~clocks~~ and all other ordinary running-gear, and in the event of said Vessel not being in good running order and fully equipped with the necessary running-gear as aforesaid, the Purchaser shall be at liberty to make such necessary repairs to the said Vessel so as to put it in good running order and to replace such equipment as is missing. The Purchaser shall be the sole judge as to the necessity for effecting repairs, or making replacements of running-gear. The Vendor hereby authorizes and directs the Purchaser to deduct from the purchase price of the said Vessel the cost of such repairs and replacements of running-gear and equipment.

4. The purchase price to be paid by the Purchaser to the Vendor, subject to the deductions authorized in the preceding paragraph, shall be the sum of One thousand and Twenty-five Dollars (\$1025.00), payable as follows:- The sum of Seven Hundred and sixty-eight Dollars and seventy-five Cents (\$768.75) upon the completion of the registration of the Bill of Sale on the books of the Collector of Customs at New Westminster, British Columbia, and the balance of Two hundred and fifty-six Dollars and twenty-five Cents (\$256.25) when and so soon as all necessary repairs and replacements have been completed and the said Vessel is again in running order.

5. At the time of delivery of the said Vessel by the Vendor to the Purchaser an inventory shall be made by the Vendor and a representative of the Purchaser setting out in detail all equipment with which the said Vessel is outfitted and such inventory shall be signed by both parties.

IN WITNESS WHEREOF the Vendor has hereunto signed his name and affixed his seal and the Purchaser has caused its



corporate seal to be affixed hereto under the hands of its proper officers in that behalf the day and year first above written.

SIGNED SEALED AND DELIVERED  
by the Vendor in the presence  
of:

*D. A. Sutton*

*M. H. Baba*

THE CORPORATE SEAL OF J.H.  
TODD & SONS LTD. was hereunto  
affixed in the presence of:

J. H. TODD & SONS, LTD.

.....MANAGING DIRECTOR

.....SECRETARY



DATED

1942

NOBORU H. BABA

- to -

J.H. TODD & SONS LTD

---

AGREEMENT FOR SALE OF  
"T.M.B.VI"

---

RHID WALLBRIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.



**HOWE SOUND FISHERIES LTD.**  
**WHOLESALE FISH DEALERS**

HEAD OFFICE, V. H. C. FISH DOCK,  
FT. CAMPBELL AVE.,  
VANCOUVER, B. C.

March 12th 1942.

Todd & Son Ltd.,  
Victoria, B. C.

Re Sales of Boat "Howe Sound 111"

<u>Price</u>	At \$12,500.00 cash in present condition as inspected by your representative Mr. Hogan previously.
<u>Insurance</u>	To be for our account until March 31st, 1942.
<u>Accessories &amp; Tools.</u>	Accessories and tools by your representative to be installed into the said boat.

Howe Sound Fisheries Limited

Accepted by  
Todd & Son Ltd.

12,500.  
9,375.  
3,125.



3150  
4500  
5400  
1440  
1440

# ESTIMATED PRICE OF MISSING TOOLS FROM

" HOWE SOUND 111 "

## PILOT HOUSE.

X	1 Seth Thomas Ship Clock	35.00
X	6" 1 Compass	25.00
	1 Pyrene Fire Extinguisher	12.00
	2 Life Belts	8.80
X	1 First Aid Kit	12.50
X	1 Barometer	25.00

## ON DECK.

X	1 50 feet, Rubber Hose Complete	19.00
X	1 Pike Pole	1.50
X	1 Galv. Kedge Anchor 98 lbs.	19.60
X	1 Galv. Kedge Anchor, 141 lbs. <sup>150</sup>	28.20
	2 Anchor Line, 1 1/4" @ 50 Fath. 125 lbs	\$28.75
	5 ft. 1/2 gal. chain	57.50
	5 " 3/8 " "	

## ENGINE ROOM.

*Thimble and shackles*

	2 Pipe Wrench 18"	10.00
	1 Nail Hammer	1.25
	2 Crescent Wrenches 12"	5.00
	1 Machine Hammer	1.25
	5 Spanners, 1 1/4", 1" 3/4", 3/4", 5/8"	2.50
	1 Screw Driver, Large	1.25
	1 Do Small	.50
	1 Funnel	.50
	1 Hack Saw	1.25
7 1/2	1 C O 2 Fire Extinguisher	57.40
3	1 Pyrene " "	12.00
	1 Oil Cup	4.80
	1 Electric Extension, 25' Complete	2.60
	1 Set, 4 Storage Batteries	115.00
	1 Deck Vice	5.00

## FORE CASTLE.

6 Life Belts,	26.40
5 Mattresses	12.50

Total \$509.00

*Plus 2 fire axes + brackets.*

*Alarm has been put forward  
by Howe and J. J. & through  
Paddy Moran.*



THIS AGREEMENT made this 12<sup>th</sup> day of March 1942.

BETWEEN:

HOWE SOUND FISHERIES LIMITED, a body corporate having its registered office at the City of Vancouver, in the Province of British Columbia,

hereinafter referred to as the Vendor,

Of the First Part;

and

J. H. TODD & SONS LTD., a body corporate having its registered office at the City of Victoria, in the Province aforesaid,

hereinafter referred to as the Purchaser,

Of the Second Part.

WHEREAS the Vendor is the registered owner of the vessel "HOWE SOUND III, official number 141440, being registered in the office of the Registrar of Shipping in the City of Vancouver, in the Province of British Columbia.

AND WHEREAS the said vessel is at the present time in the custody of the Naval Authorities of the Dominion of Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree each with the other as follows:-

1. The Vendor agrees to sell and the Purchaser agrees to purchase the said vessel upon the terms and conditions hereinafter mentioned.

2. The Vendor agrees that the Purchaser takes possession of the said vessel forthwith at the place where it now is lying upon release of the said vessel by the Naval Authorities, and the Vendor agrees to execute and deliver to the Purchaser a Bill of Sale of the said vessel, which said Bill of Sale shall be registered forthwith in the records of the Registrar of Shipping, Vancouver, British Columbia.

3. The Vendor covenants and agrees that upon delivery of the said vessel to the Purchaser the said vessel shall be



fully equipped with anchors, tools and accessories and all other ordinary running gear and equipment ~~together with a seine~~ <sup>Sd 2.8.</sup> ~~skiff~~, and in the event of the said vessel not being fully equipped with the necessary running gear, tools, accessories and equipment ~~and seine skiff~~ <sup>Sd 2.8.</sup> as aforesaid, the Purchaser shall be at liberty to replace such equipment as is missing. The Purchaser shall be the sole judge as to the necessity for making replacements of running gear, tools, accessories and equipment. The Vendor hereby authorizes and directs the Purchaser to deduct from the purchase price the cost of replacements of running gear, tools, accessories and equipment ~~and seine skiff~~. <sup>Sd 2.8.</sup>

4. The purchase price to be paid by the Purchaser to the Vendor, subject to the deductions authorized in the preceding paragraph, shall be the sum of Twelve thousand five hundred (\$12,500.00) Dollars, payable as follows: The sum of Nine thousand three hundred and seventy-five (\$9,375.00) Dollars upon the completion of the registration of the Bill of Sale aforesaid on the books of the Registrar of Shipping, Vancouver, British Columbia, and the balance of Three Thousand one hundred and twenty-five (\$3,125.00) Dollars forthwith upon completion of the replacement of such equipment as is authorized in the preceding paragraph.

5. At the time of the delivery of the said vessel by the Vendor to the Purchaser an inventory shall be made by the Vendor and a representative of the Purchaser setting out in detail all equipment with which the said vessel is outfitted and such inventory shall be signed by both parties.

IN WITNESS WHEREOF the Vendor has hereunto signed his name and affixed his seal and the Purchaser has caused its Corporate Seal to be affixed hereto under the hands



and year first above written.

The Corporate Seal of Howe  
Sound Fisheries Limited  
was hereunto affixed under  
the hands of its proper  
officers:

HOWE SOUND FISHERIES LIMITED

*T. Sugiyama*  
pres.

*S. Inukuyama*  
Secy

The Corporate Seal of J.H.  
Todd & Sons Ltd. was here-  
unto affixed under the  
hands of its proper  
officers:

J. H. TODD & SONS LTD.

J. H. TODD & SONS, LTD.

*Wm. H. Todd*  
MANAGING DIRECTOR

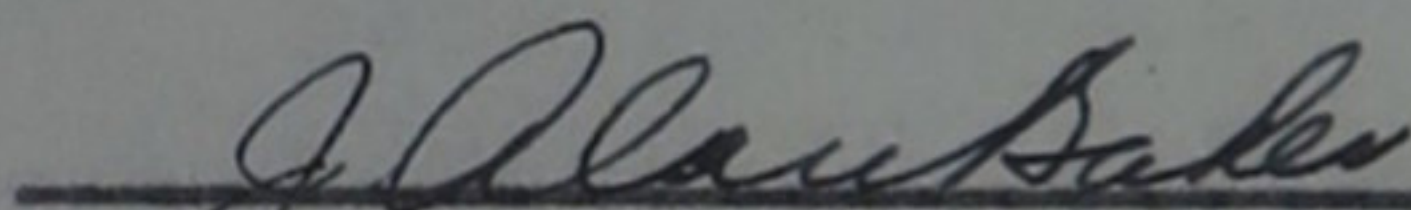
*J. H. Todd*  
SECRETARY



6. 7  
For the Secretary (or other Officer)  
of a Corporation.

I HEREBY CERTIFY that on the 13<sup>d</sup> day of March 1942 at the City of Victoria, in the Province of British Columbia, Leslie Bernard Bing, who is personally known to me, appeared before me and acknowledged to me that he is the Secretary of J.H. Todd & Sons Ltd., and that he is the person who subscribed his name to the annexed instrument as Secretary of the said J.H. Todd & Sons Ltd. and affixed the seal of the Company 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 at the City of Victoria, in the Province of British Columbia, this 13<sup>d</sup> day of March A.D. 1942.

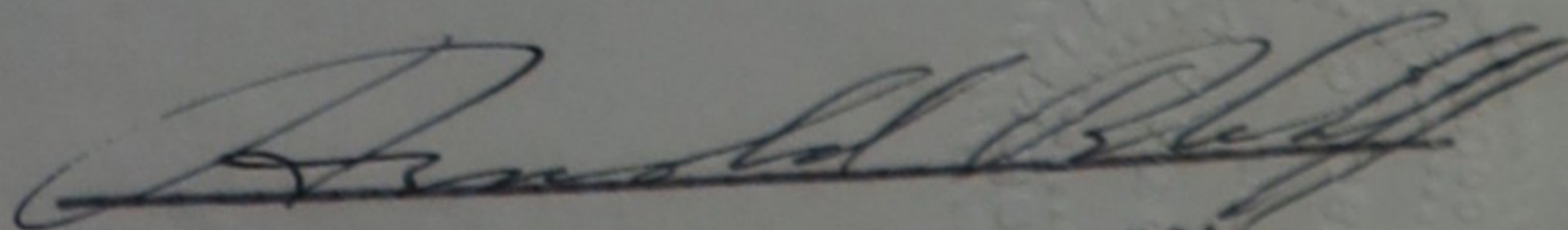


A Commissioner for taking affidavits within British Columbia.

For the Secretary (or other Officer)  
of a Corporation.

I HEREBY CERTIFY that on the 12<sup>th</sup> day of March 1942 at the City of Vancouver, in the Province of British Columbia, *I Sugiyama* who is personally known to me, appeared before me and acknowledged to me that he is the *President* of Howe Sound Fisheries Limited and that he is the person who subscribed his name to the annexed instrument as *President* of the said Howe Sound Fisheries Limited and affixed the seal of the Company 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 at the City of Vancouver, in the Province of British Columbia, this 12<sup>th</sup> day of March A.D. 1942.



A Commissioner for taking affidavits within British Columbia.



DATED MARCH 1942.

HOWE SOUND FISHERIES LIMITED

To

J. H. TODD & SONS LTD.

Agreement of Sale.

REID WALLBRIDGE GIBSON &  
SUTTON,  
Barristers,  
525 Seymour St.,  
Vancouver, B.C.



## 6. FIRE HAZARDS AND PROTECTION

Exhaust location Up stack Material 3 1/2" dia. steel  
Clear of woodwork? Yes If not, explain protection given \_\_\_\_\_

No. Stoves or Heaters	Type	Location	Automatic Control (Yes or No)
<u>One</u>	<u>Coal Range</u>	<u>In galley on deck</u>	<u>No</u>

General condition (stoves, piping and protection to woodwork) Good  
Is engine room well kept and how ventilated? Yes. 8 side ports and companionway

Amount of fire hose 40 feet of 1"

No. and Size of Fire Extinguishers	Type	Locations	Date Charged
<u>One 7 1/2 lb.</u>	<u>C. O. 2</u>	<u>At engineroom entrance</u>	<u>New April 1942</u>
<u>One 2 1/2 gal.</u>	<u>Soda-A-Acid</u>	<u>In galley by stove</u>	<u>" " "</u>
<u>One 1 qt.</u>	<u>Pyrene</u>	<u>In e.r. by aux. engine</u>	<u>" "</u>
<u>One 1 qt.</u>	<u>Pyrene</u>	<u>In pilothouse</u>	<u>" "</u>

## 7. SEA CONNECTIONS

Number	Piping Material	Connection From Piping to Engine Solid or Flexible
<u>Two</u>	<u>Brass</u>	<u>Flexible</u>

## 8. LAST DRY DOCKING

Date April 1942 At Vancouver, B. C.

## 9. REMARKS, RECOMMENDATIONS, AND PARTICULARS OF SPECIAL EQUIPMENT

During a 1939-40 partial rebuild, the hull, machinery, and equipment were very thoroughly overhauled and the craft is now in first-class condition.

Recommend the vessel be given the consideration of a vessel six years of age.

With exception of defects noted above, do you fully recommend the physical hazard? Yes

(SOD.) H. A. HITCHON

Surveyor.

## (NOTE TO SURVEYORS:

Fishing tackle, nets, dories or any kind of fishing equipment should be excluded from survey and valuation.)



# Board of Marine Underwriters of San Francisco, Incorporated

PRIVATE-CONFIDENTIAL

GILLESPIE, HART & CO. LTD.

## REPORT OF SURVEY OF MOTOR VESSEL "HOWE SOUND III"

Official No. 141,440 Type Seiner, Pack Former Name \_\_\_\_\_  
 Owners J. H. Todd & Sons Ltd. Address Victoria, B. C.

### 1. HULL

Built by E. Tanakawa At Vancouver, B. C. Year 1919  
 Rebuilt by Stanley Park Shipyards At Vancouver, B. C. Year 1939  
 Dimensions: L. 49.7 B. 14.2 D. 7.1 Tonnage: Gross 41.86 Net 28.46 Draft 6'0"  
 Material Wood General Construction (show Heavy, Medium or Light) Medium  
 Masts and Sails One mast; one spanker  
 Extent of Deck House or Cabin Pilothouse and galley  
 APPARENT CONDITION (show Excellent, Good or Fair) Good

### 2. MACHINERY

Propelling Engines		Auxiliary Engines	
Type and Number of Engines	<u>4-cyl. Diesel</u> <u>One</u>	<u>Gasoline</u> <u>One</u>	
Name and H. P.	<u>Vivian</u> <u>80 HP</u>	<u>Vivian</u> <u>5 HP</u>	
Year Built and Installed	<u>1934</u>	<u>1934</u>	
Type of Fuel: No. of Tanks	<u>Diesel Oil</u> <u>Three</u>	<u>Gasoline</u> <u>One</u>	
Location	<u>1 engineroom aft, 2 transom</u>	<u>Engineroom aft</u>	
Material and Capacity	<u>Black iron</u> <u>500 gal.</u>	<u>Galv. iron</u> <u>10 gals.</u>	
How filled and vented	<u>On deck</u>	<u>On deck</u>	
Carburetors — Drip Pans	<u>--</u>	<u>Schebler</u> <u>Yes</u>	
Tail Shaft: Size <u>2 1/2"</u> Age <u>5 yrs.</u> Material <u>Tobin Bronze</u> Drawn <u>April 1942</u>			
Propeller <u>3 blade, bronze</u> Does propeller extend below keel? <u>No</u>			
Skeg or Shoe? <u>Skeg</u> Pumps <u>1 off aux. engine, 1 wing in engineroom, 1 hand on deck.</u>			
Fuel lines to Engines <u>Galv. iron</u> Shut off valves at <u>Tanks</u>			
APPARENT CONDITION (show Excellent, Good or Fair)	<u>Good</u>		

### 3. LIGHTING SYSTEM

Oil or Electric Electric How driven Off main engine  
 Storage Batteries: Type Coyle V. 32 A. 180 No. Cells 16 Age New April 1942  
 Wiring (Iron conduit, lead or common) Common and lead Condition Good

### 4. DECK EQUIPMENT

Anchor Two Babbit Weight 150 and 100 lbs. Capstan Tow bitt  
 Chain: Size 1/2 & 3/8" Amount 5 & 5 fms. Rope: Size 4 1/2" & 4" manila Amount 100 fms.  
 Compasses: One Make 6" dia. card Ritchie Last adjusted April 1942  
 Lifeboats (state if towed, carried on deck or in davits) One, on deck  
 Towing winch or bitts Seine winch Tow line --

### 5. VALUATION

	Estimated Replacement Value	Estimated Present Value
Hull	\$ <u>7,700.00</u>	\$ <u>6,000.00</u>
Machinery	<u>7,500.00</u>	<u>5,800.00</u>
Standard Equipment	<u>800.00</u>	<u>700.00</u>
Special Equipment		
	\$ <u>16,000.00</u>	\$ <u>12,500.00</u>

Surveyed {Afloat } at Vancouver, British Columbia Date March 20, 1942  
 {On Dry Dock }  
 Requested by Gillespie Hart & Co. Ltd. (SOD.) H. M. HITCHON Surveyor.

This certificate is issued subject to all the terms and conditions of the Articles of Incorporation and the By-Laws of the Board of Marine Underwriters of San Francisco, Incorporated, a nonprofit corporation organized under the laws of California (Civil Code, Sections 593-605e).  
 This certificate is issued on condition that while the officers and the directors of the corporation use their best endeavors to insure that the functions of the corporation are properly executed, neither such officers, nor the directors, nor the corporation are under any circumstances whatever to be held responsible for any inaccuracy in any report or certificate issued by any inspector or surveyor, or for any error of judgment, default, or negligence of the surveyors, inspectors or other employees or representatives of the corporation.  
 Under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any corporate security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo, or other property.

QUADRUPPLICATE

(OVER)



*Hansen*

CONDITIONAL CONTRACT OF SALE

THESE PRESENTS WITNESS that J.H. TODD & SONS LTD. of Victoria, British Columbia, hereinafter called the Vendor, has delivered to ALF HANSEN residing at R.R.#1, New Westminster, in the Province of British Columbia, hereinafter called the Vendee, the personal property hereinafter described, under a contract of conditional sale. The terms and conditions of which contract of conditional sale are as follows, to wit;

1. Said property is now and shall remain the absolute property of the Vendor until after the full and complete payment of the purchase price therefore, which purchase price is the sum of Seven hundred and fifty Dollars (\$750.00).

2. That the Vendee has this day paid to the Vendor, on account of said purchase price, the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: Seven Hundred and forty-nine Dollars (\$749.00) together with interest thereon at the rate of Six percent (6%) per annum shall be paid by the Purchaser as follows:- By annual payments of not less than One hundred and fifty Dollars (\$150.00) and interest on the principal amount remaining unpaid at the rate aforesaid, each of such annual payments to be made on or before the 31st day of December in each year, the first of such payments to be made on or before the 31st December 1942 and in each year thereafter.

4. Said property is described as follows:- Gasoline Screw vessel License No. 2540 N.W. registered at New Westminster, B.C.

5. That on full payment of said principal and interest and all sums paid by the Vendor to protect said personal property and all costs occasioned by any default of the Vendee



hereunder the title of said property shall vest in said Vendee.

6. The said property and every part thereof at all times while out of the possession of said Vendor shall be at the risk of said Vendee, and all loss or damage of said property or any part thereof shall be borne by said Vendee, and no such loss or damage shall operate to extinguish or diminish any liability upon said purchase price; and said Vendee further agrees to keep the said property insured in a sufficient amount in favor of said Vendor to cover his interest at all times before the vesting of said title in said Vendee by the making of said payments as aforesaid.

7. Said Vendee shall at all times while the said property is in the possession of said Vendee have the right to use the same for all uses and purposes for which said property is designed.

8. Possession of said property was taken by said Vendee on the 30 day of March 1942, and he shall keep same in good repair.

9. In case default shall be made in the payment of the balance or any part thereof, principal or interest, as and when the same shall become due and payable according to their terms and conditions, or in carrying out the terms hereof, the Vendor is empowered to take possession of the said personal property, with or without process of law, as the said Vendor may elect, and all right of the Vendee to said personal property under this contract shall thereupon be forfeited and determined at the election of the Vendor, and all sums theretofore paid by the Vendee shall be retained by the Vendor as rent for the use of said personal property, and such default on the part of the Vendee shall not operate to extinguish or diminish any liability upon the said purchase price. The Vendor instead of retaining may sell the said personal property, and in such case shall credit on the balance



payable the net amount realized after deducting all costs of retaking and sale and the Vendee shall remain liable for the balance thereafter remaining due on said purchase price.

10. Each payment hereinabove mentioned is a condition precedent to the transfer of the above described property.

11. The Purchaser covenants and agrees with the Vendor that until such time as the purchase price payable hereunder together with all interest thereon is fully paid and satisfied the Vendor have the first refusal of all charters for the said vessel, the subject matter of this Agreement, at the same rate as is being paid at such time for vessels of a similar size and power.

Wherever the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or a corporation where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 30th day of March A.D. 1942.

THE CORPORATE SEAL OF J.H.  
TODD & SONS LTD. was hereunto  
affixed in the presence of:

J. H. TODD & SONS, LTD.

MANAGING DIRECTOR

SECRETARY

SIGNED SEALED AND DELIVERED  
in the presence of:

*Arnold W. B. [Signature]*  
535 - Seymour St.  
Hawesover  
B.C.

*Ed Hansen*



DATED

1942

J.H. TODD & SONS LTD.

- and -

ALF HANSEN

---

CONDITIONAL CONTRACT OF SALE

---

REID WALLBRIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.



DATED

1942

J.H. TODD & SONS LTD.

- and -

A.F. LARSEN

---

CONDITIONAL CONTRACT OF SALE

---

REID WALLERIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.



CONDITIONAL CONTRACT OF SALE

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THESE PRESENTS WITNESS that J. H. TODD & SONS LTD. of Victoria, British Columbia, hereinafter called the Vendor, has delivered to A.F. LARSEN residing at Fanny Bay in the Province of British Columbia, hereinafter called the Vendee, the personal property hereinafter described, under a contract of conditional sale. The terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said property is now and shall remain the absolute property of the Vendor until after the full and complete payment of the purchase price therefore, which purchase price is the sum of Seven hundred and fifty Dollars (\$750.00).

2. That the Vendee has this day paid to the Vendor, on account of said purchase price, the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: Seven hundred and forty-nine Dollars (\$749.00) together with interest thereon at the rate of Six percent (6%) per annum shall be paid by the Purchaser as follows:- By annual payments of not less than Three hundred and seventy-four Dollars and Fifty cents (\$374.50) and interest on the principal amount remaining unpaid at the rate aforesaid, each of such annual payments to be made on or before the 31st December in each year, the first of such payments to be made on or before the 31st December 1942 and in each year thereafter.

4. Said property is described as follows:- Motor screw vessel "K.H." License No. 5732 registered at Vancouver, B.C.

5. That on full payment of said principal and interest and all sums paid by the Vendor to protect said personal property and all costs occasioned by any default of the Vendee hereunder the title of said property shall vest in said Vendee.



6. The said property and every part thereof at all times while out of the possession of said Vendor shall be at the risk of said Vendee, and all loss or damage of said property or any part thereof shall be borne by said Vendee, and no such loss or damage shall operate to extinguish or diminish any liability upon said purchase price; and said Vendee further agrees to keep the said property insured in a sufficient amount in favor of said Vendor to cover his interest at all times before the vesting of said title in said Vendee by the making of said payments as aforesaid.

7. Said Vendee shall at all times while the said property is in the possession of said Vendee have the right to use the same for all uses and purposes for which said property is designed.

8. Possession of said property was taken by said Vendee on the 17<sup>th</sup> day of March 1942, and he shall keep same in good repair.

9. In case default shall be made in the payment of the balance or any part thereof, principal or interest, as and when the same shall become due and payable according to their terms and conditions, or in carrying out the terms hereof, the Vendor is empowered to take possession of the said personal property, with or without process of law, as the said Vendor may elect, and all right of the Vendee to said personal property under this contract shall thereupon be forfeited and determined at the election of the Vendor, and all sums theretofore paid by the Vendee shall be retained by the Vendor as rent for the use of said personal property, and such default on the part of the Vendee shall not operate to extinguish or diminish any liability upon the said purchase price. The Vendor instead of retaining may sell the said personal property, and in such case shall credit on the balance payable the net amount realized after deducting all costs of retaking and sale and the Vendee shall remain liable for the balance thereafter remaining due



on said purchase price.

10. Each payment hereinabove mentioned is a condition precedent to the transfer of the above described property.

11. The Purchaser covenants and agrees with the Vendor that until such time as the purchase price payable hereunder together with all interest thereon is fully paid and satisfied the Vendor have the first refusal of all charters for the said vessel, the subject matter of this Agreement, at the same rate as is being paid at such time for vessels of a similar size and power.

Wherever the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or a corporation where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 17<sup>th</sup> day of March A.D. 1942.

THE CORPORATE SEAL OF J.H. TODD & SONS LTD. was hereunto affixed in the presence of:

J. H. TODD & SONS, LTD.

MANAGING DIRECTOR

SECRETARY

SIGNED SEALED AND DELIVERED in the presence of:

Ms Clements  
925 Cardero St.  
Vancouver B.C.  
Stenographer

A. F. Larson



DATED

1942

J.H. TODD & SONS LTD.

- and -

A.F. LARSEN

---

CONDITIONAL CONTRACT OF SALE

---

REID WALLBRIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.



# Agreement for Sale of Vessel

BETWEEN:

KINJI ENDO, Foot of Elenheim Street, in the City  
of Vancouver, in the Province of British Columbia,

(hereinafter called the "Vendor")

OF THE FIRST PART

AND

J. H. TODD & SONS LTD., a body Corporate having its  
registered office at the City of Victoria, in the said  
Province, (hereinafter called the "Purchaser")

OF THE SECOND PART

In consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, we agree to the sale  
and purchase of the vessel hereunder described:

Name of Vessel: "E. E."

Port of Registry: Vancouver, B.C.

Official Number: 5732

Length: 32 feet

Breadth: 8 feet

Depth: 3 feet

Propelling power: EASTHOPE - 15.3 H.P.

For the price or sum of \$ 1,500.00

Payable as follows: \$1,500.00 cash

FURTHER, we the said Kinji Endo

for my heirs, covenant with the said J. H. Todd & Sons Ltd. and its assigns,

that we have power to transfer in the manner aforesaid, the premises hereinbefore expressed to be  
transferred, and that the same are free from encumbrances, except as hereunder set out:

BALANCE of purchase price to be secured forthwith by mortgage on the vessel.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 17<sup>th</sup>

day of March

A.D. 1942.

SIGNED, SEALED and DELIVERED

in the presence of:

*Arnold B. Bluff*  
525 Seymour St.  
Vancouver B.C.

*Kinji Endo.*



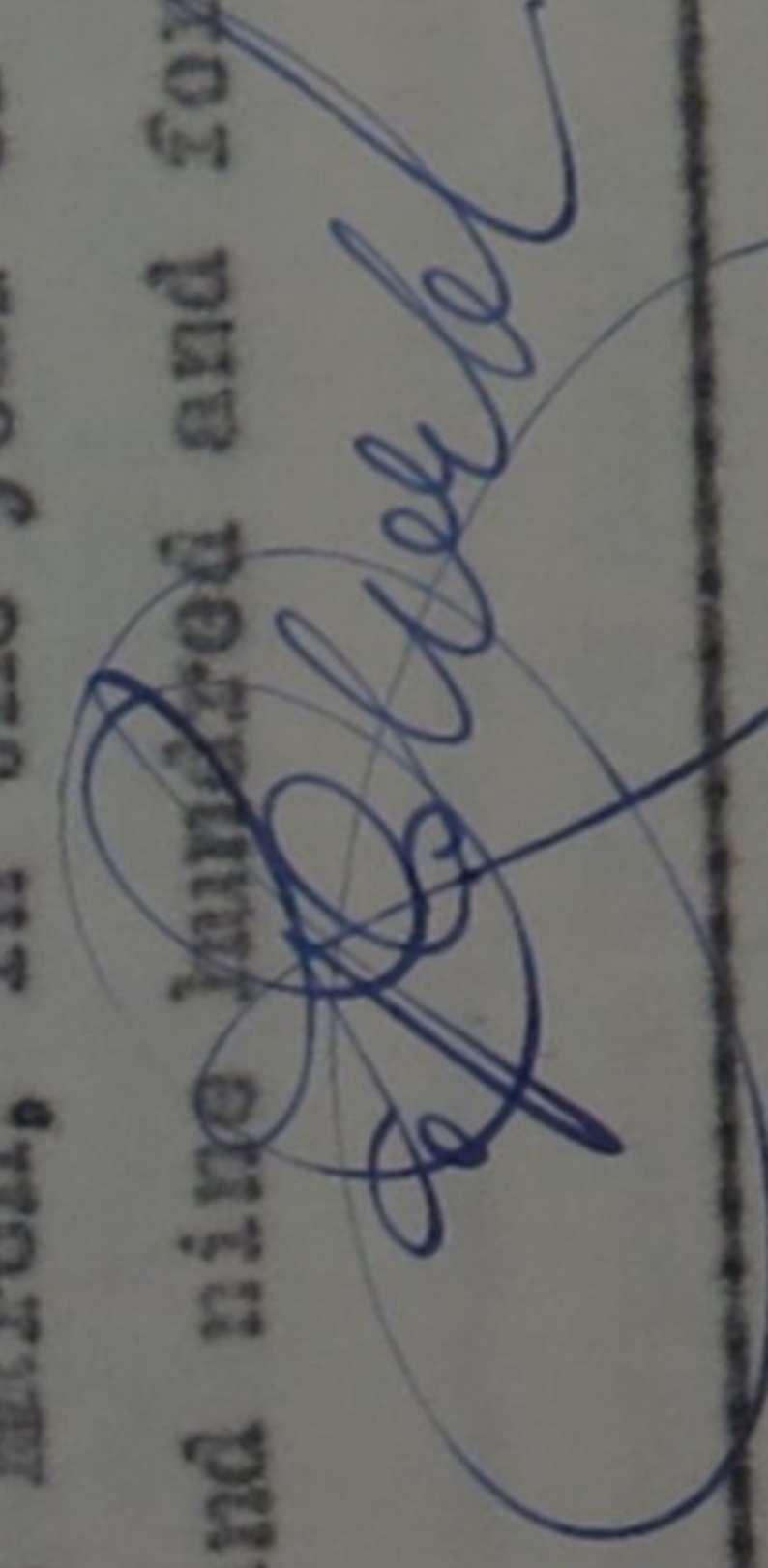
LAND REGISTRY ACT

Form Q. (Section 58.)

For the Secretary (or other Officer) of a Corporation.

I HEREBY CERTIFY that, on the <sup>18</sup> day of March 1942, at Victoria, in the Province of British Columbia, IESLIE BERNARD BING, who is personally known to me, appeared before me and acknowledged to me that he is the Secretary of J.H. TODD & SONS LTD., and that he is the person who subscribed his name to the annexed instrument as Secretary of the said J.H. TODD & SONS LTD. and affixed the seal of the said Company 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 Victoria in the Province of British Columbia, this 18<sup>th</sup> day of March, in the year of our Lord one thousand nine hundred and forty-two.

  
A Commissioner for taking affidavits  
within British Columbia.

A Commissioner for taking affidavits  
within British Columbia.



"A"

# This Indenture

made in **triplicate** the **21<sup>st</sup>** day of **January** in the year  
of our Lord one thousand nine hundred and **forty-two**.  
BETWEEN

State Full Name  
Address and  
Occupation.

**T. OMORI, of 137 East Hastings Street,  
Vancouver, B.C.**

hereinafter called the "Grantor," of the

First part, and

State Full Name  
Address and  
Occupation.

**J. H. TODD & SONS LTD.**, a body corporate having its  
registered office at the City of Victoria, in the  
Province of British Columbia,

hereinafter called the "Grantee," of

the Second Part.

WHEREAS the Grantee is the owner of Water Lot 7443 and Lot 6525,  
Range 5, Coast District, in the Province of British Columbia.  
AND WHEREAS the Grantor constructed thereon a frame building  
30 feet by 60 feet for the purpose of boat building.  
AND WHEREAS the Grantor has agreed to sell to the Grantee the said  
building.  
AND WHEREAS the Grantor is indebted to the Brown Mill, Oxtall River,  
B.C. in the sum of Three Hundred and Twelve Dollars (\$312.00) for  
lumber supplied by the said Mill to the Grantor.

NOW THIS INDENTURE WITNESSETH that in pursuance of the  
said agreement and in consideration of the sum of Seven Hundred  
Dollars (\$700.00) of lawful money of Canada to be paid by the said  
Grantee to the said Grantor as follows:- The sum of Three Hundred  
and Eighty-eight Dollars (\$388.00) of lawful money of Canada now  
paid by the said Grantee to the said Grantor, at or before the  
sealing and delivery of these presents (the receipt whereof is  
hereby acknowledged) and the sum of Three Hundred and Twelve Dollars  
(\$312.00) which is to be paid by the Grantee to the Brown Mill afore-  
said.

~~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:

**A frame building Thirty (30) feet by Sixty (60) feet constructed  
for the purpose of boat building**



all of which said goods, chattels and effects are now in the possession of  
and are situate, lying and being in or upon and about **Water lot 7443 and Lot 6525,**  
**Range Five (5), Coast District,**

of  
**Prince Rupert,**

in the  
in the County of  
in the Province of British Columbia.

The Grantor hereby authorizes and directs the Grantee to pay to the  
above named Brown Mill the said sum of Three Hundred and Twelve  
Dollars (\$312.00)

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 inter-  
ruption, molestation, claim or demand whatsoever of from or by the said Grantor or any person or per-  
sons 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.



AND it is expressly agreed between the parties hereto that all grants, covenants, rights, powers, privileges and liabilities, 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.

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

*Mrs Sutton*

State Full Name  
Address and  
Occupation.

*J. Amori*

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

*Mrs Sutton*  
day of **January**

sworn before me this

**A.D. 1942.**

*[Signature]*  
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

TO WIT:

I, **J.H. Todd & Sons Ltd.**  
of **British Columbia**,  
of Sale, make oath and say:

of **Victoria** the Province  
the Grantee in the foregoing Bill

That the assignment therein made is bona fide for valuable consideration, namely **Seven Hundred (\$700.00)** 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 creditors 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 **City** in the Province of **Victoria** day of **British Columbia**, this **A.D. 194 2.**

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

DATED January 31st. 194 2

**T. OMORI**

TO

**J.H. TODD & SONS LTD.**

**Bill of Sale**

(ABSOLUTE)

FORM NO. 14

Murphy & Chapman Ltd., Law Printers and Stationers

**REID WATBRIDGE GIBSON & SUTTON**

Barristers, etc. 525 Seymour St.,

Vancouver, B.C.

AFFIDAVIT OF WITNESS

British Columbia

TO WIT:

I, **William Alan Sutton** of the City  
of **Vancouver** in the Province of **British Columbia**  
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 execution thereof, as made and given and executed by **T. Omori**

2.—That the said Bill of Sale was made and given by the said **T. Omori**  
on the **31st** day of **January** in the year of our  
Lord one thousand nine hundred and forty **-two**

3.—That I was present and did see the said **T. Omori**  
in the said Bill of Sale mentioned, and whose name is signed  
thereto, sign and execute the same on the said **31st** day of **January**  
in the year aforesaid.

4.—That the said **T. Omori**  
at the time of making and giving the  
said Bill of Sale, resided and still resides at **137 East Hastings St**  
**Vancouver B.C.** and then was and still is **a boat builder.**

5.—That the name **W. A. Sutton** 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 **4554 West 6th Ave Vancouver B.C.** and am a **Solicitor**  
Subscribed to and sworn before me, this **31st**

day of **January** A.D. 194 **2**  
at the **City** of **Vancouver**  
in the Province of British Columbia.

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



THIS AGREEMENT made this 7<sup>th</sup>  
day of February, A.D.1942.

BETWEEN:

TAKANOSUKE OMORI (otherwise known as Tsumura Omori)  
of 137 Hastings Street, East, in the City of  
Vancouver, in the Province of British Columbia,

hereinafter referred to as the Vendor;

Of the First Part;

and

J. H. TODD & SONS LTD., a body corporate having  
its registered office at the City of Victoria,  
in the Province aforesaid,

hereinafter referred to as the Purchaser,

Of the Second Part.

WHEREAS the Vendor is the licensed owner of the  
gasoline screw vessel "ROBERT K." license number 701  
issued at Prince Rupert, British Columbia, Naval Recognition  
number P.R.O.10 F.

AND WHEREAS the said Vessel is at the present time  
in the custody of the Naval authorities of the Dominion of  
Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH  
that the parties hereto mutually covenant and agree each  
with the other as follows:-

1. The Vendor agrees to sell and the Purchaser agrees  
to purchase the said Vessel upon the terms and conditions  
hereinafter mentioned.
2. The Vendor agrees that the Purchaser takes possession  
of the said vessel forthwith at the place where it now  
is lying upon release of the said vessel by the Naval  
authorities, and the Vendor agrees to execute and  
deliver to the Purchaser a Bill of Sale of the said  
Vessel, which said Bill of Sale shall be registered



forthwith with the Collector of Customs, Prince Rupert, British Columbia.

3. The Vendor covenants and agrees that upon delivery of the said Vessel to the Purchaser the said Vessel shall be seaworthy and in good running order, fully equipped with anchors, barometers, clocks and all other ordinary running-gear, and in the event of said Vessel not being in good running order and fully equipped with the necessary running-gear as aforesaid, the Purchaser shall be at liberty to make such necessary repairs to the said Vessel so as to put it in good running order and to replace such equipment as is missing. The Purchaser shall be the sole judge as to the necessity for effecting repairs, or making replacements of running-gear. The Vendor hereby authorizes and directs the Purchaser to deduct from the purchase price of the said Vessel the cost of such repairs and replacements of running-gear and equipments.

4. The purchase price to be paid by the Purchaser to the Vendor, subject to the deductions authorized in the preceding paragraph, shall be the sum of Twelve Hundred Dollars (\$1,200.00), payable as follows:-  
The sum of Nine Hundred Dollars (\$900.00) upon the completion of the registration of the Bill of Sale on the books of the Collector of Customs at Prince Rupert, British Columbia, and the balance of Three Hundred Dollars (\$300.00) when and so soon as all necessary repairs and replacements have been completed and the said Vessel is again in running order.

5. At the time of delivery of the said Vessel by the Vendor to the Purchaser an inventory shall be made



by the Vendor and a representative of the Purchaser setting out in detail all equipment with which the said Vessel is outfitted and such inventory shall be signed by both parties.

IN WITNESS WHEREOF the Vendor has hereunto signed his name and affixed his seal and the Purchaser has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf the day and year first above written.

SIGNED SEALED AND DELIVERED  
by the Vendor in the presence  
of

*W. A. Sutton*

*Takanosuke Omori*

J. H. TODD & SONS, LTD.

*W. H. Todd* DIRECTOR

*F. V. Todd* SECRETARY



DATED FEBRUARY

1942.

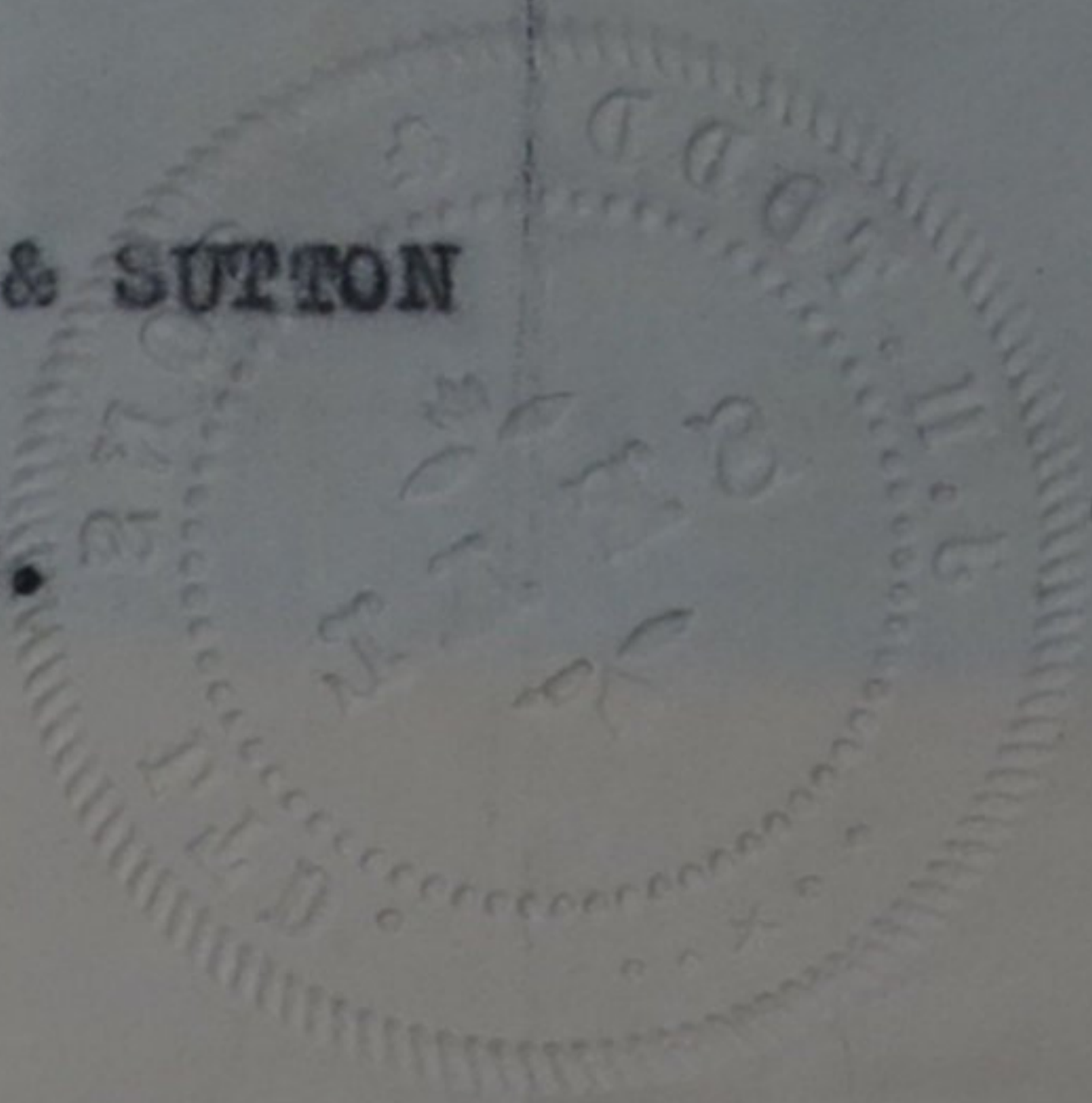
TAKANOSUKE OMORI

To

J.H.TODD & SONS LTD.

AGREEMENT FOR SALE OF  
"ROBERT K".

REID WALLBRIDGE GIBSON & SUTTON  
Barristers, etc.,  
525 Seymour St.,  
Vancouver, B.C.





# LAND REGISTRY ACT

FORM Q. (Section 59).

## *For the Secretary (or other Officer) of a Corporation*

I HEREBY CERTIFY that, on the 9th. day of February, 1942,  
at Victoria, in the Province of British Columbia  
LESLIE BERNARD BING [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 Secretary of  
J. H. TODD & SONS LTD., and that he is the person  
who subscribed his name to the annexed instrument as Secretary of the said  
J. H. TODD & SONS LTD. and affixed the seal of the  
Company

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 hereto set my hand and Seal of Office at  
Victoria, British Columbia, this 9th. day of  
February, in the year of our Lord one thousand nine hundred  
and forty two.

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 word in brackets.



THIS AGREEMENT made this 16<sup>th</sup> day of  
February 1942.

BETWEEN:

THJI OMORI, of Skeena River, in the  
Province of British Columbia,

hereinafter referred to as the Vendor,

Of the First Part;

and

J. H. TODD & SONS LTD., a body corporate having  
its registered office at the City of Victoria,  
in the Province aforesaid,

hereinafter referred to as the Purchaser,

Of the Second Part.

WHEREAS the Vendor is the licensed owner of the  
20 foot gill net boat "NAGOTO", 7 horse-power Vivian  
gas engine, License number 637 issued at Prince  
Rupert, British Columbia, Naval Recognition number  
P.R.O.13 F.

AND WHEREAS the said vessel is at the present  
time in the custody of the Naval authorities of the  
Dominion of Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH  
that the parties hereto mutually covenant and agree each  
with the other as follows:-

1. The Vendor agrees to sell and the Purchaser agrees  
to purchase the said vessel upon the terms and conditions  
hereinafter mentioned.
2. The Vendor agrees that the Purchaser takes possession  
of the said vessel forthwith at the place where it now is  
lying upon release of the said vessel by the Naval author-  
ities, and the Vendor agrees to execute and deliver to the



Purchaser a Bill of Sale of the said vessel, which said Bill of Sale shall be registered forthwith with the Collector of Customs, Prince Rupert, British Columbia.

3. The Vendor covenants and agrees that upon delivery of the said vessel to the Purchaser the said vessel shall be seaworthy and in good running order, fully equipped with anchors, barometers, clocks and all other ordinary running-gear, and in the event of said vessel not being in good running order and fully equipped with the necessary running-gear as aforesaid, the Purchaser shall be at liberty to make such necessary repairs to the said vessel so as to put it in good running order and to replace such equipment as is missing. The Purchaser shall be the sole judge as to the necessity for effecting repairs, or making replacements of running-gear. The Vendor hereby authorizes and directs the Purchaser to deduct from the purchase price of the said vessel the cost of such repairs and replacements of running-gear and equipment.

4. The purchase price to be paid by the Purchaser to the Vendor, subject to the deductions authorized in the preceding paragraph, shall be the sum of Six Hundred Dollars (\$600.00), payable as follows:- The sum of Four Hundred and Fifty Dollars (\$450.00) upon the completion of the registration of the Bill of Sale on the books of the Collector of Customs at Prince Rupert, British Columbia, and the balance of One Hundred and Fifty Dollars (\$150.00) when and so soon as all necessary repairs and replacements have been completed and the said vessel is again in running order.



5. At the time of delivery of the said vessel by the Vendor to the Purchaser an inventory shall be made by the Vendor and a representative of the Purchaser setting out in detail all equipment with which the said vessel is outfitted and such inventory shall be signed by both parties.

IN WITNESS WHEREOF the Vendor has hereunto signed his name and affixed his seal and the Purchaser has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf the day and year first above written.

SIGNED SEALED AND DELIVERED  
by the Vendor in the pres-  
ence of -

*T. Omori*

*Reiji Omori*

J. H. TODD & SONS, LTD.

*[Signature]* DIRECTOR

*[Signature]* SECRETARY



DATED FEBRUARY

1942.

TIJI OMORI

To

J. H. TODD & SONS LTD.

AGREEMENT FOR SALE OF VESSEL  
"HAGOTO".

REID WALLBRIDGE GIBSON & SUTTON  
Barristers, etc.,  
525 Seymour St.,  
Vancouver, B.C.



March 19th, 1942.

Mrs. Janet R. Brown,  
Point Essington, B. C.

Dear Madam:-

Re:- T. Omori - and James Brown Estate.

We have taken over frame building, built by Omori, and we understand that there is still the sum of \$312.00 owing for lumber to the Brown Mill, Oxtall River, B. C.

We would appreciate it if you will kindly advise us whether or not this is correct, and, if so, please let us have invoice covering same.

Your prompt attention to this matter will oblige.

Yours truly,

J. H. TODD & SONS LTD.

Secretary.

LBB/C

P.S

Omori will  
call on you.  
B



March 19th, 1942.

Messrs. Reid, Wallbridge, Gibson & Sutton,  
Barristers, etc.,  
525 Seymour Street,  
Vancouver, B. C.

ATTENTION MR. SUTTON.

Dear Sirs:-

Re:- T. Omori - Bill of Sale, January 31/42 -  
Frame Building, Inverness.

Mr. Sinclair advises that he discussed the terms of this Agreement with you when last in Vancouver, and you informed him that it would be in order for us to send cheque to Omori, for the \$388.00.

However, I am instructed to forward the cheque to you, so that same may be transmitted to this man by your firm.

Will you therefore forward cheque and obtain receipt.

Yours truly,

J. H. TODD & SONS LTD.

Secretary.

LBB/C  
encls.



"A"

# This Indenture

made in triplicate the 31<sup>st</sup> day of January in the year of our Lord one thousand nine hundred and forty-two.  
BETWEEN

State Full Name  
Address and  
Occupation.

T. OMORI, of 137 East Hastings Street,  
Vancouver, B.C.

hereinafter called the "Grantor," of the

First part, and

State Full Name  
Address and  
Occupation.

J. H. TODD & SONS LTD., a body corporate having its registered office at the City of Victoria, in the Province of British Columbia,

hereinafter called the "Grantee," of

the Second Part.

WHEREAS the Grantee is the owner of Water Lot 7443 and Lot 6525, Range 5, Coast District, in the Province of British Columbia.  
AND WHEREAS the Grantor constructed thereon a frame building 30 feet by 60 feet for the purpose of boat building.  
AND WHEREAS the Grantor has agreed to sell to the Grantee the said building.  
AND WHEREAS the Grantor is indebted to the Brown Mill, Oxtall River, B.C. in the sum of Three Hundred and Twelve Dollars (\$312.00) for lumber supplied by the said Mill to the Grantor.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Seven Hundred Dollars (\$700.00) of lawful money of Canada to be paid by the said Grantee to the said Grantor as follows:- The sum of Three Hundred and Eighty-eight Dollars (\$388.00) of lawful money of Canada now paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) and the sum of Three Hundred and Twelve Dollars (\$312.00) which is to be paid by the Grantee to the Brown Mill aforesaid.

~~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:

A frame building Thirty (30) feet by Sixty (60) feet constructed for the purpose of boat building



all of which said goods, chattels and effects are now in the possession of  
and are situate, lying and being in or upon and about **Water lot 7443 and Lot 6525,**  
**Range Five (5), Coast District,** in the  
of in the County of  
**Prince Rupert,** in the Province of British Columbia.

The Grantor hereby authorizes and directs the Grantee to pay to the  
above named Brown Mill the said sum of Three Hundred and Twelve  
Dollars (\$312.00).

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 inter-  
ruption, molestation, claim or demand whatsoever of from or by the said Grantor or any person or per-  
sons 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.



AND it is expressly agreed between the parties hereto that all grants, covenants, rights, powers, privileges and liabilities, 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.

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

Signed, Sealed and Delibered

IN THE PRESENCE OF

*D. A. Sutton*

*J. Omori*

State Full Name  
Address and  
Occupation.

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

sworn before me this

31<sup>st</sup>

day of

January

A.D. 1942.

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



British Columbia

AFFIDAVIT OF BONA FIDES  
"Bills of Sale Act"

TO WIT:

I, **J.H. Todd & Sons Ltd.**  
of **British Columbia**,  
of Sale, make oath and say:

of **Victoria** in the Province  
the Grantee in the foregoing Bill

That the assignment therein made is bona fide for valuable consideration, namely **Seven Hundred (\$700.00)** 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 creditors 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 **City** in the Province  
of **Victoria** day  
of British Columbia, this  
of  
A.D. 194 **2**.

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

DATED January 31st. 194 **2**

**T. OMORI**

TO

**J.H. TODD & SONS LTD., LTD.**

**Bill of Sale**

(ABSOLUTE)  
FORM NO. 14

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

**REID WALLBRIDGE GIBSON & SUTTON**  
Barristers, 525 Seymour St.  
Vancouver, B.C.

AFFIDAVIT OF WITNESS

British Columbia

I, **William Alan Sutton**  
of **Vancouver** in the Province of **British Columbia** of the **City**  
make oath and say as follows:

TO WIT:

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 execution thereof, as made and given and executed by **T Omori**

2.—That the said Bill of Sale was made and given by the said **T. Omori**  
on the **31<sup>st</sup>** day **January** in the year of our  
Lord one thousand nine hundred and forty **-two**

3.—That I was present and did see the said **T. Omori**  
in the said Bill of Sale mentioned, and whose name is signed  
thereto, sign and execute the same on the said **31<sup>st</sup>** day of **January**  
in the year aforesaid.

4.—That the said **T. Omori**  
at the time of making and giving the  
said Bill of Sale, resided and still resides at **137 East Hastings Street**  
**Vancouver** and then was and still is **a boat builder**

5.—That the name **W.A. Sutton** 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 **4554 West 6<sup>th</sup> Ave Vancouver** and am a **Solicitor**  
Subscribed to and sworn before me, this **31<sup>st</sup>**

day of **January** A.D. 194 **2**  
at the **City** of **Vancouver**  
in the Province of British Columbia.

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





CANNERIES  
INVERNESS BEAVER PROVINCIAL  
RICHMOND EMPIRE  
KLEMTU

J. H. TODD & SONS, LTD.

SALMON CANNERIES  
INVESTMENTS

VICTORIA, B. C.

May 23rd, 1942.

Norman Brodhurst, Esq.,  
c/o Gulf of Georgia Towing Co.,  
Beach Avenue,  
Vancouver, B. C.

Dear Sir:-

We have today received from the Collector of Customs & Excise, New Westminster, License for gas boat No. N.W.3484, Naval Recognition No. N.W.047-J. It shows a 10-14 Easthope gas engine, length 31 feet, but we do not know to which boat this refers, or to which cannery the boat is going.

As we wish to send this license to the proper place, will you please advise which boat this is.

Yours truly,

J. H. TODD & SONS LTD.

Secretary.

LBB/C

Mr. L. B. Bing:-

I have no record of this boat but  
think most likely it is going to Rivers Inlet.  
H. R. B.



May 27th, 1942.

Letter No. 89.

Beaver Cannery,

Provincial Cannery P.O., B.C.

Dear Sirs:-

Re:- Ole Maursted.

We herewith enclose  
Licence No. N.W.3484, covering boat which is  
registered in our name, and sold under Condi-  
tional Bill of Sale to the above. We presume  
that this licence should be kept at the cannery.

We also enclose author-  
ity for Maursted to operate the boat. You might  
kindly acknowledge receipt of the above licence.

Yours truly,

J. H. TODD & SONS LTD.

Secretary.

LBB/C

encls. registered.



MAURSTED  
CONDITIONAL CONTRACT OF SALE

THESE PRESENTS WITNESS that J.H. TODD & SONS LTD. of Victoria, British Columbia, hereinafter called the Vendor, has delivered to OLE MAURSTED residing at 419 - 9th Street, New Westminster, in the Province of British Columbia, hereinafter called the Vendee, the personal property hereinafter described, under a contract of conditional sale. The terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said property is now and shall remain the absolute property of the Vendor until after the full and complete payment of the purchase price therefore, which purchase price is the sum of Seven hundred and fifty Dollars (\$750.00).

2. That the Vendee has this day paid to the Vendor, on account of said purchase price, the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: Seven Hundred and forty-nine Dollars (\$749.00) together with interest thereon at the rate of Six percent (6%) per annum shall be paid by the Purchaser as follows:- By annual payments of not less than One hundred and fifty Dollars (\$150.00) and interest on the principal amount remaining unpaid at the rate aforesaid, each of such annual payments to be made on or before the 31st December in each year, the first of such payments to be made on or before the 31st December 1942 and in each year thereafter.

4. Said property is described as follows:-  
Gasoline screw vessel License No. 047-J registered at New Westminster, B.C.

5. That on full payment of said principal and interest and all sums paid by the Vendor to protect said personal property and all costs occasioned by any default of the Vendee hereunder the title of said property shall vest in said Vendee.

6. The said property and every part thereof at all times while out of the possession of said Vendor shall be at the



risk of said Vendee, and all loss or damage of said property or any part thereof shall be borne by said Vendee, and no such loss or damage shall operate to extinguish or diminish any liability upon said purchase price; and said Vendee further agrees to keep the said property insured in a sufficient amount in favor of said Vendor to cover his interest at all times before the vesting of said title in said Vendee by the making of said payments as aforesaid.

7. Said Vendee shall at all times while the said property is in the possession of said Vendee have the right to use the same for all uses and purposes for which said property is designed.

8. Possession of said property was taken by said Vendee on the 28 day of March 1942, and he shall keep same in good repair.

9. In case default shall be made in the payment of the balance or any part thereof, principal or interest, as and when the same shall become due and payable according to their terms and conditions, or in carrying out the terms hereof, the Vendor is empowered to take possession of the said personal property, with or without process of law, as the said Vendor may elect, and all right of the Vendee to said personal property under this contract shall thereupon be forfeited and determined at the election of the Vendor, and all sums theretofore paid by the Vendee shall be retained by the Vendor as rent for the use of said personal property, and such default on the part of the Vendee shall not operate to extinguish or diminish any liability upon the said purchase price. The Vendor instead of retaining may sell the said personal property, and in such case shall credit on the balance payable the net amount realized after deducting all costs of retaking and sale and the Vendee shall remain liable for the balance thereafter remaining due on said purchase price.

10. Each payment hereinabove mentioned is a condition



precedent to the transfer of the above described property.

11. The Purchaser covenants and agrees with the Vendor that until such time as the purchase price payable hereunder together with all interest thereon is fully paid and satisfied the Vendor have the first refusal of all charters for the said vessel, the subject matter of this Agreement, at the same rate as is being paid at such time for vessels of a similar size and power.

Wherever the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or a corporation where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 28<sup>th</sup> day of March A.D. 1942.

THE CORPORATE SEAL OF J.H. TODD & SONS LTD. was hereunto affixed in the presence of:

J. H. TODD & SONS, LTD.  
MANAGING DIRECTOR  
SECRETARY

SIGNED SEALED AND DELIVERED in the presence of:

D. A. Sutton

Oh Maurer Ltd.



DATED

1942

J.H. TODD & SONS LTD.

- and -

OLE MAURSTED

---

CONDITIONAL CONTRACT OF SALE

---

REID WALLBRIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.



PR

AGREEMENT TO SELL

I, the undersigned, I. Nakamura  
do hereby agree to sell to J.H. TODD & SONS, Ltd., of  
Victoria.B.C., my Gasoline Fishing Boat, for the sum  
of Eight Hundred Dollars (\$800.00)

Description of boat is as follows :-

Length 30' 5"  
Breadth 7'  
Depth 3' 3"  
Name of boat I. N  
License No. 2255  
Naval Recognition No. NXV 043K  
Engine 7 HP EAST Hope

I further agree that the boat will be turned over to  
J.H. Todd & Sons, Ltd., in first class condition and  
running order, complete with all equipment - net gurdy  
or drum, mooring ~~lines~~ lines, lights, etc, etc.,  
The Naval Authority, having impounded this vessel, the  
sale is contingent upon the boat being released by said  
Naval Authority and any claim for damages incurred  
whilst in custody of Naval Authority, is to be agreed  
upon between myself and said authority.

Witness my hand this 21 day of March 1942  
at Steveston B.C.

Witness:-

I. Omasi

x

I. Nakamura



PR  
AGREEMENT TO SELL

I, the undersigned, K. Yamashita  
do hereby agree to sell to J.H.TODD & SONS, Ltd., of  
Victoria.B.C., my Gasoline Fishing Boat, for the sum  
of Eight Hundred and Seventy Five Dollars (\$875.00)

Description of boat is as follows :-

Length 28'

Breadth 7'

Depth 3'

Name of Boat "Chatham Maid"

License No. PR 191

Naval Recognition No. PR 000 I

Engine 15 HP "Vivian" Gas engine

I further agree that the boat will be turned over to  
J.H.Todd & Sons, Ltd., in first class condition and running  
order, complete with all equipment - net gurdy or drum,  
mooring lines, lights etc etc.

The Naval Authority having impounded this vessel, the  
sale is contingent upon the boat being released by said  
Naval Authority, and any claim for damages incurred whilst  
in custody of Naval Authority, is to be agreed upon between  
myself and said Authority.

Witness my hand this 24 day of March 1942  
at Steveston B.C.

K. Yamashita

Witness :-

J. Omori





Form No. 10

## BILL OF SALE (Individuals or Joint Owners)

Official Number	Name of Ship	No., Date and Port of Registry
not registered	Nora B.	A. R.
Whether a Sailing or a Steam Ship		Horse Power of Engines, if any
Motor screws		7.9
Length from forepart of stem, under the bowsprit, to the aft side of the head of the stern post		Feet 27
Main breadth to outside of plank		Tenths 6
Depth from top of deck at side amidships to bottom of keel		3
NUMBER OF TONS		
Gross	1	Registered
And as described in more detail in the certificate of the Surveyor and the Register Book.		
* Amos Vickers of Bella Bella, British Columbia		
in consideration of the sum of one dollar and other valuable considerations paid to † me by A. Todd & Sons Ltd. of Belmont House,		
Victoria B.C. a company incorporated in Canada		
the Receipt whereof is hereby acknowledged, transfer. Satisfactorily (6464) Shares in the Ship above particularly described, and in her boats, guns, ammunition, small arms and appurtenances to the		
said. A. Todd & Sons Ltd.		
Further † the said Amos Vickers for \$ myself and my heirs, covenant with the said		
A. Todd & Sons Ltd. and † this assigns, that ** have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred		
and that the same are free from encumbrances ††		
In witness whereof ha be hereunto subscribed my name and affixed my seal this twentieth day of December one thousand nine hundred and 41		
Executed by the above named Amos Vickers		
in the presence of ††		
Paul Windsor Bella Bella, B.C. Fishermen		
Amos Vickers Bella Bella, B.C. Fishermen		

Note—A Purchaser of a Registered British Vessel does not obtain a complete title until the Bill of Sale has been recorded at the Port of Registry of the Ship; and neglect of this precaution may entail serious consequences.

Note—Registered owners or mortgagees are reminded of the importance of keeping the Registrar of Shipping informed of any change of residence on their part.

\* "I" or "we." † "Me" or "us." ‡ "I" or "we." § "Myself and my" or "ourselves and our." ¶ "His," "her" or "their." \*\* "I" or "we." †† If there is any subsisting Mortgage, or outstanding Certificate of Mortgage, add "save as appears by the Registry of the said ship." ‡‡ Name, address and description of witness.





# MORTGAGE (to secure Principal Sum and Interest)

(INDIVIDUALS OR JOINT OWNERS)

Registry Form No. 11

Official Number <i>150314</i>	Name of Ship <i>Bethune</i>	No., Date and Port of Registry <i>56/1935, Vancouver, B.C.</i>
Whether a Sailing or Steam Ship <i>Motor Screw</i>		Horse Power of Engines, if any <i>30 B.P.H. Frisco Standard</i>

	Feet	Tenths
Length from forepart of Stem, under the bowsprit, to the aft side of the head of the stern post	<i>43</i>	<i>0</i>
Main breadth to outside of plank	<i>13</i>	<i>6</i>
Depth from top of deck at side amidships to bottom of keel	<i>5</i>	<i>0</i>

## NUMBER OF TONS

Gross	<i>21.74</i>	Registered	<i>14.78</i>
-------	--------------	------------	--------------

(a) *9* the undersigned *Harry Kaname Tsuchiya, fisherman, of 881 Union Street, Vancouver, British Columbia*  
in consideration of *Three Thousand 00/100 Dollars* this day lent to (b) *me* by *Edward Lipsett Limited, a body corporate under the laws of British Columbia, having its head office at 68 Water Street, Vancouver, B.C.*  
do hereby for (c) *myself* and (d) *my* heirs, covenant with the said *Edward Lipsett Limited* firstly that (a) *9* or (d) *my* heirs, executors, or administrators, will pay to the said *Edward Lipsett Limited* the said sum of *Three Thousand 00/100 Dollars* together with interest thereon at the rate of *six* per cent per annum on the (e) *first* day of *June* next; and secondly, that if the said principal sum is not paid on the said day (a) *9* and (d) *my* heirs, executors, or administrators, will, during such time as the same or any part thereof remain unpaid, pay to the said *Edward Lipsett Limited* interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of *six* per cent per annum, by equal half-yearly payments on the *first* day of *June* and *first* day of *December* in every year; and for better securing to the said *Edward Lipsett Limited* the repayment in manner aforesaid of the said principal sum and interest (a) *9* hereby mortgage to the said *Edward Lipsett Limited* *64/64* shares, of which (c) *I am* the Owner in the ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances. Lastly (a) *9* for (c) *myself* and (d) *my* heirs covenant with the said *Edward Lipsett Limited* and their assigns (a) *9* have power to mortgage in manner aforesaid the above-mentioned shares, and that the same are free from any incumbrances (a) *It is also hereby agreed that the said Edward Lipsett Limited shall have the right to place the insurance on the vessel with whom and in such an amount as that body deems it necessary to sufficiently protect its interests.*  
In witness whereof (a) *9* have hereto subscribed (b) *my* name and affixed (d) *my* seal this *nineteenth* day of *June* One thousand nine hundred and *thirty seven*.

Executed by the above-named *Harry Kaname Tsuchiya, fisherman, of 881 Union St., Vancouver, B.C.*  
in the presence of *Alex. Sinclair,*  
*2905-43rd Ave. West, Vancouver, B.C.*

*Harry Kaname Tsuchiya*



(a) "I" or "we." (b) "Me" or "us." (c) "Myself" or "ourselves." (d) "My" or "our." (e) "I am" or "we are." (f) Insert the day fixed for payment of principal as above.  
(g) If any prior incumbrance add, "save as appears by the Registry of the said Ship." ‡ Name, address and description of witness.

NOTE—The prompt registration of a Mortgage Deed at the Port of Registry of the Ship is essential to the security of the Mortgagee, as a Mortgage takes its priority from the date of production for registry, not from the date of the instrument.

NOTE.—Registered Owners or Mortgagees are reminded of the importance of keeping the Registrar of Shipping informed of any change of residence on their part.



N.B.—In case of Transfer it may be made by endorsement in the following form:—

## TRANSFER OF MORTGAGE

(a) "I" or "We." (a).....the within-mentioned.....  
in consideration of.....  
(b) "Me" or "Us." this day paid to (b).....by.....  
.....  
(c) "Him" or hereby transfer to (c).....the benefit of the within-written security. In witness  
"Them."  
(d) "I" or "We." whereof (d).....ha.....hereunto subscribed (e).....name.....and affixed (e).....  
(e) "My" or seal....., this.....day of.....one thousand nine hundred  
"Our." and.....  
  
(f) Name, address Executed by the above-named.....  
and description of witness. ....  
.....  
in the presence of (f) .....

N.B.—In case a Mortgage is paid off, the following Memorandum of its discharge may be used:—

Received the sum of....Three..Thousand..00/100..Dollars.....  
in discharge of the within-written security. Dated at....Vancouver, B. C.....  
this.....3.....day of....February.....19 42  
Witness.....  
of....Vancouver, B. C.....

Vol. 20 Fol. 174  
Registered at the Port of  
Vancouver, British Columbia,  
at 4.15 o'clock Pm, this  
25 day of February 1942

A. Larmichael.  
Registrar of Shipping.





Form No. 10

## BILL OF SALE (Individuals or Joint Owners)

1461  
5-39

Official Number <i>150,314</i>	Name of Ship <i>"Bethune"</i>	No., Date, and Port of Registry <i>No 56 1935 Vancouver B.C.</i>
Whether a Sailing, Steam or Motor Ship <i>Motor Screw</i>		Horse Power of Engines, if any <i>N. H. P. 2 1/10 B. H. P. 30</i>
Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post.....		Feet <i>43</i>
Main breadth to outside of plank.....		Tenths <i>0</i>
Depth from top of deck at side amidships to bottom of keel.....		<i>13</i>
		<i>5</i>
NUMBER OF TONS		
Gross.....	<i>21.74</i>	Registered.....
		<i>14.78</i>
And as described in more detail in the Certificate of the Surveyor and the Register Book.		
<p>(a) <i>Harry Kaname Tsuchiya of 881 Union Street Vancouver British Columbia fisherman</i> in consideration of the Sum of <i>Fourteen hundred forty dollars</i> paid to (b) <i>me</i> by (c) <i>J. H. Todd &amp; Sons Ltd a body corporate</i> having its registered office at <i>Belmont Building Victoria British Columbia</i> the Receipt whereof is hereby acknowledged, transfer <i>sixty four sixty-four</i> Shares in the Ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances, to the said <i>J. H. Todd &amp; Sons Ltd</i></p> <p>Further (a) <i>I</i> the said <i>Harry Kaname Tsuchiya</i> for (d) <i>myself and my</i> heirs, covenant with the said <i>J. H. Todd &amp; Sons Ltd</i> and (e) <i>its</i> assigns, that (a) <i>I</i> have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from encumbrances (f)</p> <p>In witness whereof (a) <i>I</i> have hereunto subscribed (g) <i>my</i> name and affixed (g) <i>my</i> seal this <i>16<sup>th</sup></i> day of <i>February</i> one thousand nine hundred and <i>forty two</i></p> <p>Executed by the above-named <i>Harry Kaname Tsuchiya</i> in the presence of (h)</p> <p><i>William Alan Sutton</i> <i>525 Seymour St.</i> <i>Vancouver</i> <i>B.C.</i></p> <p><i>Harry Kaname Tsuchiya</i> ○</p>		

Note—A Purchaser of a Registered British Vessel does not obtain a complete title until the Bill of Sale has been recorded at the Port of Registry of the Ship; and neglect of this precaution may entail serious consequences.

Note—Registered Owners or Mortgagees are reminded of the importance of keeping the Register of Shipping informed of any change of residence on their part.

- (a) "I" or "We". (b) "me" or "us". (c) Here insert full name and address of transferee or transferees with their description in the case of individuals, and adding as "Joint Owners" where such is the case.  
(d) "myself and my" or "ourselves and our". (e) "his", "her", "their" or "its". (f) If there be any subsisting Mortgage, or outstanding Certificates of Mortgage or Sale, add "save as appears by the Registry of the said Ship". (g) "my" or "our". (h) Name, address, and description of witness. \*Space for signature and seal.



# MORTGAGE (to secure Principal Sum and Interest)

(INDIVIDUALS OR JOINT OWNERS)

Registry Form No. 11

Ship Number <b>22</b>	Name of Ship <b>Hatta III</b>	No., Date, and Port of Registry <b>59 / 1936 Vancouver B.C.</b>
Whether a Sailing, Steam or Motor Ship <b>Motor Screw</b>		Horse Power of Engines, if any <b>50 B.H.P.</b>
Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post		Feet <b>44</b>
Main breadth to outside of plank		Tenths <b>13 4</b>
Depth from top of deck at side amidships to bottom of keel		<b>7 1.5</b>
NUMBER OF TONS		
Gross <b>25.94</b>	Registered <b>17.64</b>	

For detail in the Certificate of the Surveyor and the Register Book.

the undersigned **Harry Koname Tsuchiya of 831 Union Street, Vancouver British Columbia Fish packer.**

of **Two Thousand Dollars** this day lent to **me** by **(d) Toraryu Shimokakuhara**  
of **4055 Keefer St Vancouver British Columbia Merchant**  
do hereby for **(e) myself** and **(f) my** heirs, covenant with the said **Toraryu Shimokakuhara** firstly: That **(a)** **my** heirs,  
executors, or administrators, will pay to the said **Toraryu Shimokakuhara** the said sum of **Two Thousand Dollars**  
together with interest thereon at the rate of **ten** per cent. per annum on the **18th** day of **March** in each year; and secondly, that if the said principal sum is not paid on the said  
days **(a)** **9** or **(f) my** heirs, executors, or administrators, will, during such time as the same or any part thereof remains unpaid, pay to the said **Toraryu Shimokakuhara**  
interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of **ten** per cent. per annum, by equal **half** yearly payments on the **18th** day of **March**  
and **day of** **1** in every year; and for better securing to the said **Toraryu Shimokakuhara**  
the repayment in manner aforesaid of the said principal sum and interest **(a)** **9** hereby mortgage to the said **Toraryu Shimokakuhara**  
**64/64** shares, of which **(b)** **I am** the Owner in the Ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances. Lastly, **(a)** **I** for **(e) myself**  
and **(f) my** heirs, covenant with the said **Toraryu Shimokakuhara** and assigns that **(a)** **I** have power to mortgage in manner aforesaid the above-mentioned shares,  
and that the same are free from incumbrances **(g)**

In witness whereof **(a)** **I** have hereto subscribed **(e) my** name, and affixed **(f) my** seal, this **19** day of **March** One thousand nine hundred and **forty**

Executed by the above-named **Harry Koname Tsuchiya**

in the presence of

**W. J. Smith**  
**2340 Dundas St Vancouver B.C.**

**Harry Koname Tsuchiya**  
**Harry Koname Tsuchiya**

(a) "I" or "we." (b) Here insert full name and address with description of the mortgagor or mortgagors. (c) "Me" or "us." (d) Here insert full name and address of mortgagee or mortgagees with their description in the case of individuals, and adding "as Joint Mortgagees" where such is the case. (e) "Myself" or "ourselves." (f) "My" or "our." (g) Insert the day fixed for payment of principal as above. (h) "I am" or "we are." (i) If any prior incumbrance add, "save as appears by the Registry of the said Ship." † Name, address and description of witness. ‡ Space for signature and seal.

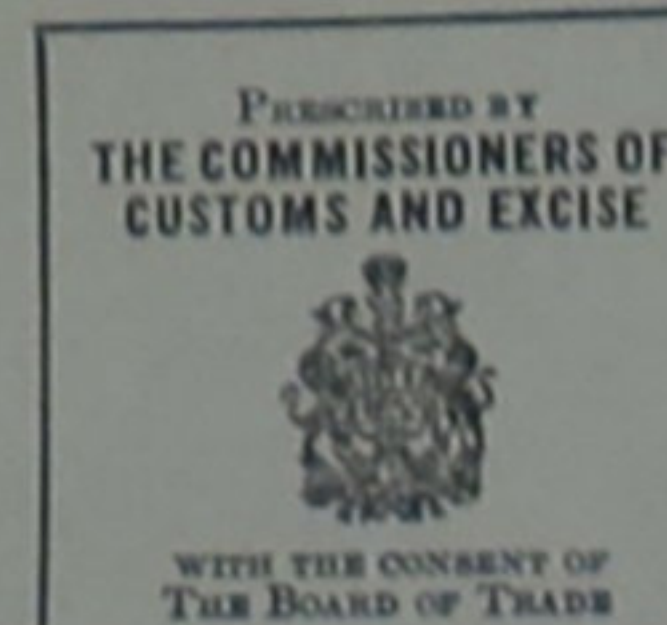
Note.—The prompt registration of a Mortgage Deed at the Port of Registry of the Ship is essential to the security of the Mortgage, as a Mortgage takes its priority from the date of production for registry, not from the date of the instrument.

Note.—Registered Owners or Mortgagees are reminded of the importance of keeping the Registrar of Shipping informed of any change of residence on their part.

IT IS FURTHER UNDERSTOOD AND AGREED that Insurance will be maintained to meet the risk including Fire, \$2,200.00 against all to be paid as his in-terest may appear in the with in the insurance of any premium in the such principal and interest the Mortgagee may pay to the whole of such sum shall be added to the whole of the with-outstanding and forthwith due and payable

**Harry Koname Tsuchiya**





Vol. 20 Fol. 235  
Registered at the Port of  
Vancouver, British Columbia,  
at 11 o'clock p.m. this  
19th day of March 1940  
A. Larmichael  
Registrar of Shipping

Registry Form No. 11

# MORTGAGE (to secure Principal Sum and Interest) (INDIVIDUALS OR JOINT OWNERS)

Official Number	Name of Ship	No., Date, and Port of Registry
158922	Hatta III	59 / 1936 Vancouver B.C.
Whether a Sailing, Steam or Motor Ship	Horse Power of Engines, if any	
Motor Screw	50 B.H.P.	
Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post		44
Main breadth to outside of plank		13
Depth from top of deck at side amidships to bottom of keel		7
		4
		1.5
NUMBER OF TONS		
Gross	25.94	Registered
		17.64

and as described in more detail in the Certificate of the Surveyor and the Register Book.

I, the undersigned, Harry Koname Tsuchiya of 881 Union Street, Vancouver British Columbia Fish Packer.  
in consideration of Two Thousand Dollars this day lent to (a) me by (d) Torayyu Shimotakahara  
of 4055 Keefer St Vancouver British Columbia Merchant  
do hereby for (a) myself and (c) my heirs, covenant with the said Torayyu Shimotakahara firstly: That (a) my heirs,  
executors, or administrators, will pay to the said Torayyu Shimotakahara the said sum of Two Thousand Dollars  
together with interest thereon at the rate of ten per cent. per annum on the (a) 1st day of March in each year; and secondly, that if the said principal sum is not paid on the said  
days (a) 9 or (c) my heirs, executors, or administrators, will, during such time as the same or any part thereof remains unpaid, pay to the said Torayyu Shimotakahara  
interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of ten per cent. per annum, by equal half yearly payments on the 18th day of March  
and 1 day of March in every year; and for better securing to the said Torayyu Shimotakahara  
the repayment in manner aforesaid of the said principal sum and interest (a) I hereby mortgage to the said Torayyu Shimotakahara  
64/64 shares, of which (b) I am the Owner in the Ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances. Lastly, (a) I for (a) myself  
and (c) my heirs, covenant with the said Torayyu Shimotakahara and assigns that (a) I have power to mortgage in manner aforesaid the above-mentioned shares,  
and that the same are free from incumbrances (i)  
In witness whereof (a) I have hereto subscribed (a) my name, and affixed (a) my seal, this 19 day of March One thousand nine hundred and forty

NOTE.—The prompt registration of a Mortgage Deed at the Port of Registry of the Ship is essential to the security of the Mortgagee, as a Mortgage takes its priority from the date of production for registry, not from the date of the instrument.

Executed by the above-named

in the presence of

2340 Dundas St Vancouver B.C.

- (a) "I" or "we." (b) Here insert full name and address with description of the mortgagor or mortgagors. (c) "Me" or "us." (d) Here insert full name and address of mortgagee or mortgagees with their description in the case of individuals, and adding "as Joint Mortgagees" where such is the case. (e) "Myself" or "ourselves." (f) "My" or "our." (g) Insert the day fixed for payment of principal as above. (h) "I am" or "we are." (i) If any prior incumbrance add, "save as appears by the Registry of the said Ship." † Name, address and description of witness. † Space for signature and seal.



JARRISTE

## JAPANESE FISHING VESSELS DISPOSAL COMMITTEE

## Committee:

THE HONORABLE MR. JUSTICE SIDNEY SMITH  
CHAIRMAN

COMMANDER B. L. JOHNSON, D.S.O., R.C.N.R.

KISHIZO KIMURA

A. E. MCMASTER, EXECUTIVE ASSISTANT

1528 MARINE BUILDING  
VANCOUVER, B.C.

October 30, 1942

J. H. Todd and Sons Ltd.,  
VICTORIA, B. C.

Dear Sirs:

With reference to your contracts for the sale and purchase of the vessels "Hatta #2", "Hatta #3", "Hatta #7", "Hatta #8", and "Bethune", dated the 22nd day of January, 1942, between Harry Kaname Tsuchiya, as Vendor, and yourselves as Purchaser, and the contract for the sale and purchase of the vessel "Charlotte T.M.2", dated the 19th day of February, 1942, between Otomatsu Ishii as Vendor and yourselves as Purchaser; and with reference to our correspondence in connection therewith.

This Committee has made an analysis of the various invoices sent to us, which you alleged you are entitled to charge to the Vendors under the terms of the contracts.

Please refer to paragraph 3 of the contracts which reads "the Purchaser shall be at liberty to make such necessary repairs to said vessels to put them in good running order". In the opinion of the Committee you have gone far beyond the requirements of putting the vessels in good running order. It would appear from the invoices that they have been completely rebuilt, re-machined, and re-equipped. We desire to meet you on terms of fairness but feel that the charges cannot be justified. We think a fair way of arriving at the matter would be to determine whether you had surveys made by the Board of San Francisco Underwriters at the time the vessels were taken over by you, of all the vessels, as appears to have been done in the case of "Charlotte T.M.2". Kindly advise in this respect.

Dealing now with "Charlotte T.M.2". As you are aware, she was a packer. It would appear from the invoices that she was changed to a seiner. We do not think it could be contended that this was justified under the terms of the contract.

We must therefore advise you that the Committee cannot agree to the charges as you have made them but only to such portions thereof as would put the vessel in proper running condition.

Your early attention to this matter would be appreciated.

ANS'D

OCT 31 1942

BY L.B.B.

Yours very truly,

A. E. McMaster,  
Executive Assistant.

AEM:RO

ALL COMMUNICATIONS TO BE ADDRESSED TO THE COMMITTEE



WALLBRIDGE, GIBSON & SUTTON  
BARRISTERS, SOLICITORS, ETC.

A. L. REID, K.C.  
J. G. GIBSON

D. S. WALLBRIDGE  
W. A. SUTTON

Copy. for Messrs. J.H. Todd & Sons Ltd.

Crease,  
/KH

March 4th, 1942.

Messrs. Reid, Wallbridge, Gibson & Sutton,  
Barristers, &c.,  
Yorkshire Bldg.,  
Vancouver, B. C.

Attention Mr. Cliff.

Dear Sirs:-

re- Tsuchiya.

Messrs. J.H. Todd & Sons Ltd. have handed us your letter of the 3rd instant with regard to the arrangement that this Japanese had with the Bella Coola Agent at Klemtu.

We find from inquiry from the Indian Commissioner that the Japanese has nothing to sell. Therefore there is nothing for our clients to buy.

Yours very truly,

(SGD.) CREASE, DAVEY & Co.

ANS'D

MAR 5 1942

BY L.B.B.



WALLBRIDGE, GIBSON & SUTTON  
BARRISTERS, SOLICITORS, ETC.

R. L. REID, K.C.  
J. G. GIBSON

D. S. WALLBRIDGE  
W. A. SUTTON

YORKSHIRE BUILDING  
525 SEYMOUR STREET

VANCOUVER, B.C.

TELEPHONE PACIFIC 3464  
CABLE ADDRESS: "BOWFRIDGE"  
CODES { A B C  
WESTERN UNION

Feb. 11, 1942.

KINDLY ADDRESS ALL LETTERS TO THE FIRM

ATTENTION OF Mr. Sutton.

J. H. Todd & Sons Ltd.,  
Victoria, B.C.

Dear Sirs:-

Re Tsuchiya.

We enclose herewith Assignment of Lease which was granted by the Indian Department to Tsuchiya covering the land on the Kitasu Indian Reserve. This Assignment of Lease also contains a transfer of the building situate on the lands. If this is satisfactory in form to you kindly execute same and return to us with the fund with which to pay Tsuchiya.

Yours truly,

REID WALLBRIDGE GIBSON & SUTTON

Per - *C*

Enc.  
WAS/MS.



THIS AGREEMENT made this 11<sup>th</sup> day of February 1942.

BETWEEN:

HARRY KANAME TSUCHIYA, of 881 Union Street, in the City of Vancouver, British Columbia,

(hereinafter referred to as the "Assignor")

OF THE FIRST PART

- and -

J.H. TODD & SONS LTD. a body corporate having its registered office and place of business at Victoria, British Columbia,

(hereinafter referred to as the "Assignee")

OF THE SECOND PART

WHEREAS by a Lease dated the 8th September 1941 made between the Incumbent of the office of Indian Agent, Bella Coola, B.C. on behalf of The Kitasu Indian Band as Lessor and the said Assignor as Lessee the said Lessor did demise unto the said Lessee the lands hereinafter mentioned to hold for a term of five years from the 1st day of June 1940 at a yearly rent of Twenty-five Dollars (\$25.00) per year payable Fifty Dollars (\$50.00) upon the execution of the Lease being payment for the years 1940-41; Twenty-five Dollars (\$25.00) on or before the 1st June 1942; Twenty-five Dollars (\$25.00) on or before the 1st June 1943; and Twenty-five Dollars (\$25.00) on or before the 1st June 1944 and subject to the Lessee's covenants and agreements therein contained;

AND WHEREAS pursuant to the provisions of the said lease the Assignor did construct upon the said lands two buildings, one a two storey 22' by 30' living quarters and secondly a shed 40' by 34' of ordinary frame construction;

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Eight hundred Dollars (\$800.00) now paid by the Assignee to the Assignor, the receipt whereof is hereby acknowledged, the Assignor doth hereby grant and assign unto the Assignee that portion of land situate on Kitasu Indian



Reserve No. 1 and foreshore described as follows:-

"On the south side and immediately adjoining the proposed new Klemtu Cannery Lease commencing at a point A situated on the Indian Reserve and running in a south easterly direction for 60 feet more or less to point B; thence north easterly for 40 feet more or less to point C; thence north westerly for 60 feet to point D and south westerly back to point of commencement as per attached sketch."

together with the residue unexpired of the said term of years of the said Lease and all benefit and advantage to be derived therefrom;

AND THE ASSIGNOR doth hereby sell, assign and transfer unto the Assignee all the Assignor's right, title and interest in and to the said buildings hereinbefore mentioned;

TO HAVE AND TO HOLD the same unto the Assignee subject to the payment of the said rent and the observance and performance of the Lessee's covenants and conditions in the said Lease contained;

And the Assignor hereby covenants with the Assignee that, notwithstanding any act of the Assignor, the said lease is a good, valid and subsisting lease, and that the rent thereby reserved has been duly paid up to the 1st day of June 1941, and the covenants and conditions therein contained have been duly observed and performed by the Assignor up to the day of the date hereof.

And that notwithstanding as aforesaid the Assignor now has in him good right, full power and absolute authority to assign the said lands in manner aforesaid, according to the true intent and meaning of these presents.

And that subject to the said rent, and to the Lessee's covenants and the conditions contained in the said lease, the Assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the said lease and every renewal thereof (if any) for his own use and benefit, without any interruption of the Assignor or any other person whomsoever claiming or to claim by, through or under him.



And that the Assignor shall and will from time to time, and at all times hereafter, at the request and costs of the Assignee, execute such further assurances of the said lands as the Assignee shall reasonably require.

And the Assignee hereby covenants with the Assignor that the Assignee shall and will from time to time during all the residue of the said term granted by the said lease and every renewal thereof pay the rent and perform the Lessee's covenants, conditions and agreements therein respectively reserved and contained and indemnify and save harmless the Assignor therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.

And it is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, respectively.

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

SIGNED SEALED AND DELIVERED  
in the presence of:

*Dna Sukhan*

*H.K. Kuchaya*

THE CORPORATE SEAL OF J.H.  
TODD & SONS LTD. was hereunto  
affixed in the presence of:



DATED

1942

HARRY KANAME TSUCHIYA

- and -

J.H. TODD & SONS LTD.

---

A S S I G N M E N T

---

REID WALLBRIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.





# MORTGAGE (to secure Principal Sum and Interest)

(INDIVIDUALS OR JOINT OWNERS)

Registry Form No. 11

Official Number <b>158551</b>	Name of Ship <b>Hatta II</b>	No., Date and Port of Registry <b>39/1934, Vancouver, B.C.</b>
Whether a Sailing or Steam Ship <b>Motor Screw</b>		Horse Power of Engines, if any <b>3084 P. Atlas Imperial</b>

	Feet	Tenths
Length from forepart of Stem, under the bowsprit, to the aft side of the head of the stern post ....	<b>37</b>	<b>5</b>
Main breadth to outside of plank .....	<b>5</b>	<b>2</b>
Depth from top of deck at side amidships to bottom of keel .....	<b>6</b>	<b>0</b>

## NUMBER OF TONS

Gross .... **17.02**

Registered .... **11.57**

(a) **I** the undersigned **Harry Kaname Tsuchiya, fisherman, of 881 Union Street, Vancouver, British Columbia**  
in consideration of **Three Thousand Two Dollars** this day lent to **me** by **Edward Lipsett Limited, a body corporate under the laws of British Columbia, having its head office at 68 Water Street, Vancouver, B.C.**  
do hereby for **(c) myself** and **(d) my** heirs, covenant with the said **Edward Lipsett Limited** firstly that **(a) I** or **(d) my** heirs, executors, or administrators, will pay to the said **Edward Lipsett Limited** the said sum of **Three Thousand Two Dollars** together with interest thereon at the rate of **six** per cent per annum on the **first** day of **June** next; and secondly, that if the said principal sum is not paid on the said day **(a) I** and **(d) my** heirs, executors, or administrators, will, during such time as the same or any part thereof remain unpaid, pay to the said **Edward Lipsett Limited** interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of **six** per cent per annum, by equal half-yearly payments on the **first** day of **December** in every year; and for better securing to the said **Edward Lipsett Limited** the repayment in manner aforesaid of the said principal sum and interest **(a) I** hereby mortgage to the said **Edward Lipsett Limited** **64/64** shares, of which **(c) I am** the Owner in the ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances. Lastly **(a) I** for **(c) myself** and **(d) my** heirs covenant with the said **Edward Lipsett Limited** and **assigns** **(a) I** have power to mortgage in manner aforesaid the above-mentioned shares, and that the same are free from any incumbrances **(g) It is also hereby agreed that the said Edward Lipsett Limited shall have the right to place the insurance on the vessel with whom and in such an amount as that body deems it necessary to sufficiently protect its interests.**  
In witness whereof **(a) I** have hereto subscribed **(b) my** name and affixed **(d) my** seal this **nineteenth** day of **June** One thousand nine hundred and **thirty-four**

Executed by the above-named **Harry Kaname Tsuchiya, fisherman, of 881 Union St., Vancouver, B.C.**  
in the presence of **Alex Sinclair**  
**2905-43rd Ave West, Vancouver B.C.**

**Harry Kaname Tsuchiya**



NOTE.—Registered Owners or Mortgagees are reminded of the importance of keeping the Registrar of Shipping informed of any change of residence on their part.

(a) "I" or "we."

(b) "Me" or "us."

(c) "Myself" or "ourselves."

(d) "My" or "our."

(e) "I am" or "we are."

(f) Insert the day fixed for payment of principal as above.

† Name, address and description of witness.

(g) If any prior incumbrance add, "save as appears by the Registry of the said Ship."



N.B.—In case of Transfer it may be made by endorsement in the following form:—

## TRANSFER OF MORTGAGE

(a) "I" or "We." (a).....the within-mentioned.....  
in consideration of.....  
(b) "Me" or "Us." this day paid to (b).....by.....  
.....  
(c) "Him" or "Them." hereby transfer to (c).....the benefit of the within-written security. In witness  
(d) "I" or "We." whereof (d).....ha.....hereunto subscribed (e).....name.....and affixed (e).....  
(e) "My" or "Our." seal....., this.....day of.....one thousand nine hundred  
and.....  
(f) Name, address and description of witness. Executed by the above-named.....  
.....  
in the presence of (f).....

N.B.—In case a Mortgage is paid off, the following Memorandum of its discharge may be used:—

Received the sum of....Three Thousand 00/100 Dollars.....  
in discharge of the within-written security. Dated at..Vancouver, B. C..  
this.....3.....day of.....February.....1942  
Witness.....  
of....Vancouver, B. C.....

Vol. 20 Fol. 89  
Registered at the Port of  
Vancouver, British Columbia,  
at 3.30 o'clock P m, this  
25 day of February 1942  
G. Larmichael.  
Registrar of Shipping.

EDWARD LIPSETT LTD.  
General Manager





Form No. 10

## BILL OF SALE (Individuals or Joint Owners)

1461  
5-39

Official Number  158,922	Name of Ship  "Hatta III"	No., Date, and Port of Registry  No 59 1936 Vancouver B.C.
Whether a Sailing, Steam or Motor Ship  Motor Screw		Horse Power of Engines, if any  N.H.P. 3 B.H.P. 50
Length from fore part of stem, under the bowsprit, to the aft side of the head of the stern post.....		Feet 44
Main breadth to outside of plank.....		Tenths 0
Depth from top of deck at side amidships to bottom of keel.....		13 4
NUMBER OF TONS		7 1.5
Gross.....	25.94	Registered.....
		17.64

And as described in more detail in the Certificate of the Surveyor and the Register Book.

(a) I, Harry Kaname Tsuchiya of 881 Union Street Vancouver British Columbia fisherman in consideration of the Sum of Forty five hundred dollars paid to (b) me by (c) J.H. Todd & Sons Ltd a body corporate having its registered office at Belmont Building Victoria British Columbia the Receipt whereof is hereby acknowledged, transfer sixty four sixty-fourth Shares in the Ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances, to the said J.H. Todd & Sons Ltd.

Further (a) I the said Harry Kaname Tsuchiya for (d) myself and my heirs, covenant with the said J.H. Todd & Sons Ltd and (e) its assigns, that (a) I have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from encumbrances (f).

In witness whereof (a) I have hereunto subscribed (g) my name and affixed (g) my seal this 16<sup>th</sup> day of February one thousand nine hundred and forty two.

Executed by the above-named Harry Kaname Tsuchiya

in the presence of (h)

William Alan Sutton  
225 Seymour St  
Vancouver  
B.C.

Harry Kaname Tsuchiya

(a) "I" or "We". (b) "me" or "us". (c) Here insert full name and address of transferee or transferees with their description in the case of individuals, and adding as "Joint Owners" where such is the case. (d) "myself and my" or "ourselves and our". (e) "his", "her", "their" or "its". (f) If there be any subsisting Mortgage, or outstanding Certificates of Mortgage or Sale, add "save as appears by the Registry of the said Ship". (g) "my" or "our". (h) Name, address, and description of witness. \*Space for signature and seal.



THIS AGREEMENT made this 22 day of January  
1942.

BETWEEN:

HARRY KANAMI TSUCHIYA, of 881 Union Street,  
in the City of Vancouver, Province of  
British Columbia,

(hereinafter referred to as "the Vendor")

OF THE FIRST PART

- and -

J.H. TODD & SONS LTD. a body corporate  
having its registered office in the City  
of Victoria, Province aforesaid,

(hereinafter referred to as "the Purchaser")

OF THE SECOND PART

WHEREAS the Vendor is the registered owner of the  
following vessels:-

Hatta No. II	registered number	158,551
Hatta No. III	registered number	158,922
<del>Hatta No. IV</del>	<del>registered number</del>	<del>170,433</del>
<del>Hatta No. V</del>	<del>registered number</del>	<del>171,798</del>
Hatta No. VII	registered number	171,798
Hatta No. VIII	registered number	172,347
Bethune	registered number	150,314

all of the said vessels being registered in the office of the  
Registrar of Shipping, City of Vancouver, Province of British  
Columbia.

AND WHEREAS the said vessels are at the present  
time in the custody of the Naval Authorities of the Dominion  
of Canada.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the  
parties hereto mutually covenant and agree each with the other  
as follows:-

1. The Vendor agrees to sell and the Purchaser agrees  
to purchase the said vessels upon the terms and conditions  
hereinafter mentioned. Forthwith upon delivery of any or all  
of the said vessels by the Vendor to the Purchaser at the City  
of Vancouver the Vendor agrees to execute and deliver to the  
Purchaser Bills of Sale duly executed by the Vendor.

2. When and so soon as the Purchaser has obtained  
registration of the said Bills of Sale on the records of the



Registrar of Shipping in the City of Vancouver the Purchaser agrees to pay to the Vendor 75% of the purchase price of each vessel as hereinafter enumerated.

3. The Vendor covenants and agrees that upon delivery of the said vessels to the Purchaser the said vessels shall be seaworthy and in good running order and if any or all of such vessels are not in good running order the Purchaser shall be at liberty to make such necessary repairs to said vessels to put them in good running order. The Purchaser shall be the sole judge as to the necessity for effecting such repairs. The Vendor agrees that the Purchaser shall be at liberty to deduct from the 25% of the purchase price remaining unpaid of the costs of effecting repairs to said vessels.

4. The Purchaser agrees to effect any such repairs as aforesaid within sixty days after delivery by the Vendor to the Purchaser of said vessels. The Purchaser agrees to pay to the Vendor the balance of the said purchase price for each of said vessels when and so soon as any necessary repairs have been completed and the said vessels are again in running order or in any event not later than sixty days after delivery of each vessel to the Purchaser.

The purchase price to be paid by the Purchaser for the said vessels is as follows:-

Hatta No. II	-	\$3,150.00
Hatta No. III	-	\$5,850.00 (or at the option
of the Purchaser the sum of \$4,500.00 for the hull alone)		
<del>Hatta No. IV</del>	<del>xxxxxx</del>	<del>\$9,000.00 (less principal</del>
<del>amount of mortgages outstanding \$4500)</del>		
Hatta No. VII	-	\$12,150.00
Hatta No. VIII	-	\$5,400.00
Bethune		\$1,440.00

IN WITNESS WHEREOF this agreement has been executed under the hand and seal of the Vendor and the Corporate Seal of the Purchaser has been hereunto affixed in the presence of



its proper officers authorized in that behalf.

SIGNED SEALED AND DELIVERED

in the presence of:

*H. M. Hogan.*

*Harry Kaname Buchiga*

THE CORPORATE SEAL OF  
J. H. TODD & SONS LTD. was  
hereunto affixed in the  
presence of:

J. H. TODD & SONS LTD.

*[Signature]*  
DIRECTOR

*[Signature]*  
SECRETARY



DATED

1942

HARRY KANAME TSUCHIYA

- and -

J.H. TODD & SONS LTD.

AGREEMENT

REID WALLBRIDGE GIBSON & SUTTON  
BARRISTERS &c.,  
VANCOUVER.....B.C.



"A"

# This Indenture

made in **triplicate** the **27th** day of **February** in the year  
of our Lord one thousand nine hundred and **forty-two**.  
BETWEEN

State Full Name  
Address and  
Occupation.

**HAJIME TSUCHIYA, Fisherman, of 881 Union Street,  
in the City of Vancouver, in the Province of  
British Columbia,**

hereinafter called the "Grantor," of the

First part, and

State Full Name  
Address and  
Occupation.

**J. H. TODD & SONS LTD., a body corporate having  
its registered office at 117 Belmont House, in  
the City of Victoria, in the said Province**

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 **Two Thousand Seven Hundred and Twenty Dollars (\$2,720.00).**

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of **Two Thousand Seven Hundred and Twenty - - - - -**  
**- - - - -** Dollars (\$ **2720.00**) of lawful money

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

- 3 three strip seines complete with cork lines, lead lines,  
purse lines, brailers, stantion posts and blocks**
- 2 two hundred fathom gill nets complete with lines**
- 4 seine skiffs**

said Grantor or his counsel, shall be reasonably advised or required.



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 **Ewen's Cannery, Fraser River,**  
in the  
**Province** of **British Columbia** in the County of  
**Vancouver,** 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.



AND it is expressly agreed between the parties hereto that all grants, covenants, rights, powers, privileges and liabilities, 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.

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

*W. A. Sutton*

State Full Name  
Address and  
Occupation.

*Hajime Tsuchiya*



This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness  
sworn before me this **27th**  
day of **February** A.D. 19**41**.

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,

TO WIT:

of  
of Sale, make oath and say:

of the  
in the Province  
the Grantee in the foregoing Bill

That the assignment therein made is bona fide for valuable consideration, namely

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 creditors 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  
of  
of British Columbia, this  
of  
in the Province  
day  
A.D. 194

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

DATED

194

TO

Bill of Sale

(ABSOLUTE)

FORM NO. 14

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

AFFIDAVIT OF WITNESS

British Columbia

I,

TO WIT:

of  
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 execution thereof, as made and given and executed by

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

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

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

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

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

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