

4633

4633

INFORMATION FROM R.C.M.P.

Our File No.

4633

Date

July 24/43.

Full Name

NAKAMOTO Toyajiro  
(Surname in Block Letters)

Registration No.

05749

Male - Female  
(check)

Age

Nov. 30, 1893

Former Address

Porter in Union Dock Wash, 47 Bedford St.,  
Vancouver, B.C. - 55 & 47<sup>th</sup> Ave., City

Date Evacuated

March, 27 '40

Naturalized - Canadian-Born - National  
(check)

Present Address

Calista, B.C.

Married - Single  
(check)

Name of Wife

SHIRAKASHI, Toki - 05708

Name of Husband

Name of Mother

deceased

Name of Father

KANEJIRO - 05708

Names of Children under 16

Hana (f) 4/2/25

Tune (f) 29/11/29

Requested by

CCP

Registered with Custodian

(Yes or No)

Additional Information

Boat Builder

FILE NO.

COPY

## THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

COPY

## VITAL STATISTICS ACT

## CERTIFICATE OF MARRIAGE 3/N 242

THIS IS TO CERTIFY that the following particulars of Marriage are on record  
in the Division of Vital Statistics:

## BRIDEGROOM

Full Name TOYOJIRO NAKAMOTO  
Age 29 Occupation MERCHANT  
Condition BACHELOR Religious Denomination BUDDHISM  
Residence 2121 SPRING RD., VICTORIA, B. C.  
Place of Birth HYOGO-KEN, JAPAN  
Name of Father KANEJIRO NAKAMOTO  
Maiden Name of Mother DAI INOUE

## BRIDE

Full Name TOKU SHIRAKASHI  
Age 32 Occupation \*\*\*\*  
Condition DIVORCED Religious Denomination BUDDHISM  
Residence 2121 SPRING RD., VICTORIA, B. C.  
Place of Birth WAKAYAMA-KEN, JAPAN  
Name of Father SHINGORO SHIROKASHI  
Maiden Name of Mother IWA HOSHITANI

Date of Marriage NOVEMBER 17TH, 1922

Place of Marriage 2121 SPRING RD., VICTORIA, B. C.

Witnesses KITUJIRO ISHII, 1134 YATES ST., VICTORIA, B. C.

MITSU ISHII, 1134 YATES ST., VICTORIA, B. C.

Licence or Banns LICENCE NO. 78126

Minister of Clergyman REV. SADA O NAKANISHI

Marginal Notations:

Given under my hand at Victoria, B. C., this

24TH day of MARCH

S E A L

1941

"J. Marshall."  
Director of Vital Statistics.

The fee for this certificate is 50 cents.

NO. 11184

File Nos. 101 (Enemy Section) - Union Trading Co., Ltd.  
4633 (Evac. " ) - T. Nakamoto and Union Boat Works.

19th July, 1947.

MEMORANDUM TO THE FILE

As requested by Mr. Shears, I telephoned Mr. W.C. Thomson this morning, Saturday, July 19th, 1947, and asked for a report of progress.

He stated that he had gone up to see Nakamoto, taking P.S. Ross & Sons' Statement with him. They discussed the statement and Nakamoto asked him to leave it so that he (Nakamoto) could study it; he would then send it back to Thomson with his comments.

Mr. Thomson expects to receive the statement back early next week and on receipt of same will call on Mr. Shears to discuss the matter of payment of accounts - P.S. Ross & Sons and Leake, Lane, Guild & Sheppard.



B. Good,  
Comptroller.

BC/PMH

En 101

October 21st, 1949

Mr. W. Chandler Thomson, B.A. LL.B.,  
Barrister-at-Law,  
Rogers Building,  
470 Granville Street,  
Vancouver, B. C.

Dear Sir:

Further to our letter of the 8th instant we  
enclose Certificate of Marriage No. 11184, Toyojiro  
Nakamoto to Toku Shirakashi, sent to us in your letter  
of March 20th, 1942.

Kindly acknowledge receipt.

Yours very truly,



C. H. Reed  
Office of the Custodian

CHR:K

4633 & E 101

12th July, 1949.

W. Chandler Thomson, Esq.,  
Barrister & Solicitor,  
Rogers Building,  
470 Granville Street,  
Vancouver, B.C.

Dear Sir:

Re: Toyotiro NAKAMOTO and Union Boat Works

This will acknowledge receipt of your letter of the 8th instant, and confirm our telephone conversation of this morning stating that we have no credit balance in this office for the above.

As previously advised you in our letter of June 28, 1947, we are awaiting payment by you of the accounts of

Messrs. P.S. Ross & Sons	\$250.00
Locke, Lane, Guild & Sheppard	<u>251.00</u>
	<u>\$501.00</u>

Yours very truly,

B. Good,  
Comptroller.

BG:HA

4633

May 13, 1947.

Mr. F.D. SHEARS,  
c/o Office of the Custodian,  
Victoria Building,  
7 O'Connor Street,  
Ottawa, Ontario.

Dear Mr. Shears:

Re: Union Boat Works.

You will no doubt remember that the above was a boat building partnership of which the partners were Mr. A.S. Smith and T. Nakamoto. Nakamoto with our consent appointed Mr. A. S. Smith as liquidator but before Mr. Smith completed the liquidation he died and Mr. W. Chandler Thomson appeared to be completing the dissolution on behalf of Mr. Smith whom he stated to have been named Administrator of her husband's estate.

You will also recall the years of difficulty in obtaining from Mr. Thomson a statement of receipts and disbursements relative to the partnership affairs and that we had to engage Mr. Sheppard and later Mr. Field in an effort to obtain the required statement. Further, P.S. Ross & Sons finally, with the assistance of Mr. Thomson, prepared a statement dated December 17, 1946 which indicates the possibility of the partnership being barely able to pay its liabilities. Listed among the liabilities is the bill of Locke, Lane, Guild & Sheppard in the sum of \$251.00, but the bill of P.S. Ross & Sons dated April 21, 1947, in the sum of \$250.00 for services rendered for the months of May 1945 to January 1947 inclusive, investigating the affairs of the Union Boat Works, is not included. P. S. Ross & Sons' bill was sent forward to Ottawa and has received Mr. Wright's approval, but there are no funds in the Custodian Office from which this may be paid. We did however, freeze the bank account of the Union Boat Works in the Royal Bank of Canada at Robson Street, in the amount of \$4350.00 which sum is included in the statement as an asset of the partnership notwithstanding which the partnership is likely to be insolvent as above stated.

Mr. Field has suggested to Mr. Good that the Custodian take the bank account into this office in order that we might be put in a position to pay his bill. Mr. Good brought the matter to me and I have told Mr. Field that I do not think we are entitled to take such action, as these monies represent the assets under the control of the Administrator of a white man's estate and that while we asked the bank to hold the funds owing to the Custodian's interest in Nakamoto's share in the partnership

Mr. F.G. Shears,

2.

May 13, 1947.

I would not like to remove the money to our office, and have explained this point of view to Mr. Field.

In the meantime, Mr. Thomson has written to Mr. Field complaining that he has not received a copy of the Union Boat Works report to which he was a party and I understand from Mrs. Harrop that we have an extra copy in our office. I would like to give the extra copy to Mr. Thomson together with the bill of P.S. Ross & Sons, and advise him that this should be included in the bills payable. From our point of view unless this account is paid as a first charge with the lawyer's bill and Thomson's own bill for administration, it is doubtful that there will be sufficient funds to meet it.

According to Mr. Field and as you will see by the attached correspondence, Mr. Thomson is waiting for instructions from the Custodian and Mr. Field has the idea that this office is liquidating the partnership, neither of which I believe is correct as it appears to me that the Custodian is only interested in having the bills paid which were incurred through Thomson's delay and receiving Nakamoto's share if any when the dissolution of the partnership is completed. You will remember that this is the case where McLennan, McFeeley & Prior filed a claim in the sum of \$1500 against Nakamoto's share of the proceeds.

If Mr. Thomson asks for a release of the funds in the bank, would it be in order to release them to him upon payment of the accounts of Locke, Lane and P. S. Ross? While this would appear to be charging the partnership with \$500 to protect Nakamoto's interest, still I think we would be well advised to get out of the situation as quickly and easily as possible.

Yours truly,

A. G. McArthur,  
Office of the Custodian.

AGM:Ad

## P. S. ROSS &amp; SONS

CHARTERED ACCOUNTANTS  
MONTREAL TORONTO WINNIPEG  
CALGARY VANCOUVER

Rec'd	MAY 7 1947
File No.	
By	Shears
Submitted	

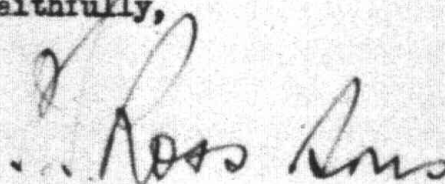
411 Royal Bank Building  
Vancouver, B.C.  
6th May, 1947Our File 295-187Office of the Custodian,  
506 Royal Bank Building,  
Vancouver, B.C.Attention: Mr. F. G. Shears

Dear Sirs:

re: Union Boat Works

We enclose herewith copy of a letter received today from  
Mr. Chandler Thomson regarding the above together with a copy of  
our reply thereto.

Yours faithfully,



encls.

411 Royal Bank Building  
Vancouver, B.C.  
6th May, 1947

Our File 295-187

W. Chandler Thomson, Esq.,  
Rogers Building,  
470 Grenville Street,  
Vancouver, B.C.

Dear Sir:

Re: Union Boat Works

We reported to the Custodian under date of 17th December, 1946, re the above and it was our understanding that the Custodian's office would get in touch with you with a view to supplying you with the necessary information to close up the estate. In the meantime, we are sending a copy of your letter to the Custodian's office for their attention.

Yours faithfully,

1  
C  
O  
P  
Y

W. CHANDLER THOMSON  
Barrister-At-Law  
Notary Public, Etc.

1177

Rogers Building  
470 Granville Street,  
Vancouver, B.C.

May 5th, 1947

P. S. Ross and Sons  
Accountants,  
675 Hastings Street West  
VANCOUVER, B. C.

Attention: Mr. Field

Dear Sir:

In Re: Union Boat Works and Nakamoto

A few months ago, your Accountant checked the records of Union Boat Works with a view to preparing a statement of the cash position and I was to receive a copy of this so that I could proceed to wind up the affairs of this operation and also get from it the necessary information to close out the estate of A. S. Smith, deceased. You will remember that I am carrying in my file a number of certified cheques.

I think some decision should be made as to how this matter is now to be dealt with.

Yours very truly,

"W.C. Thomson"

C  
O  
P  
Y

THE ROYAL BANK OF CANADA

Georgia & Denman Sts.  
Vancouver, B.C.

December 6, 1946.

Department of The Secretary of State,  
Office of the Custodian,  
506 Royal Bank Building,  
Hastings & Granville Sts.  
Vancouver, B.C.

Dear Sirs:

Re: Union Boat Works and      File No. 4633 (Evac. Section)  
     Toyojiro NAKAMOTO      101 (Enemy " )

In reply to your letter of the 4th instant we wish to  
advise that owing to the death of Mr. A.S. Smith we are holding  
in the account of the Union Boat Works a balance of \$4,350.21.

We have never received instructions to hold the balance  
in this account for the Custodian, but we have noted your instructions  
and will hold the balance in the account, subject to your release.

Yours truly,

"J.K.H. Currie"  
Manager.

✓ 4633 (Evac. Section)  
101 (Enemy " )

4th December, 1946.

The Royal Bank of Canada,  
Denman & Georgia Streets,  
Vancouver, B.C.

Dear Sirs:

Re: Union Boat Works and  
Toyofiro NAKAMOTO.

In co-operation with the Custodian, you are holding a balance in the Union Boat Works account.

According to the Company's Statement dated June 6th, 1945, the amount to their credit at your Bank was \$4,350.21. Will you kindly confirm whether this is the exact balance or advise us the correct amount.

We are still interested in this account on behalf of Toyofiro Nakamoto and further investigation is now being made. In the meantime we will ask you to kindly continue holding this account subject to our release.

Yours truly,

F. G. Shears,  
Director.

FGS/PMH

506 Royal Bank Building,  
Vancouver, B.C.

24th October, 1946.

101 (Enemy Sec.)  
✓ 4633 (Evac. " )

Messrs. P.S. Ross & Sons,  
411 Royal Bank Building,  
Vancouver, B.C.

Dear Sirs:

Re: Union Trading Co., Ltd.

As advised you over the telephone, in view of Mr. Sheppard's opinion we have secured the \$5,000.- which was to the credit of the above company in the Royal Bank of Canada, Georgia & Denman St. Branch and have forwarded our own cheque in favour of the company care of Mr. Thomson who advises us that this has been deposited with the Royal Bank of Canada in the company's name.

The following letter has been received from Mr. Thomson and I enclose herein copy of my reply:

"You will remember when I was last in your office in the presence of Mr. Fields, Mr. Sheppard and Mrs. McArthur, it was agreed that Mr. Fields would get in touch with me with a view to straightening and finalizing the accounts of Union Trading Co. Ltd., as soon as he returned from a contemplated trip at that time. Since then I have not heard from Mr. Fields and I wonder if he now has the time to give to this matter because I would like to get some progress towards finalizing the affairs of this business."

Yours truly,

F. G. Shears,  
Director.

FCS/PMH  
encl.

506 Royal Bank Building,  
Vancouver, B.C.

8th October, 1946.

101 - (Enemy Sec.)  
4633 - (Evac. " )

The Royal Bank of Canada,  
Denman & Georgia Streets,  
Vancouver, B.C.

Dear Sirs:

Under advice from this office you have been holding  
the sum of \$5,000.00 in the account of the Union Trading Co.,  
Ltd.

Our request was made pending investigation in regard  
to the possibility of their being an enemy interest.

As a result of information submitted to us we are  
now prepared to deal with this fund and this will be your  
authority to remit to us your cheque in favour of the Custodian  
for the total amount at the credit of the above account.

Your kind attention will be appreciated.

Yours truly,

F. G. Shears,  
Director.

FCS/PMH

Int. 101, and

4633

September 23, 1946.

S. Chandler Thomson, Esq.,  
Barrister & Solicitor,  
470 Granville Street,  
Vancouver, B.C.

Dear Sir:

Re: Union Trading Co. Ltd.

Further to our correspondence and interviews with you regarding the sum of \$5000 retained from liquidation of the assets of the Union Trading Co. Ltd., this office is now prepared to repay these monies to the Company.

Because a claim has been made by Toyajiro Nakamoto and his wife Tom Nakamoto we would therefore ask you to provide us with a direction to pay that sum to the Company and enclose a form of order for that purpose.

Bills incurred necessary to the investigation of this matter are attached and it is our intention to deduct the amounts indicated from the funds in our hands.

Yours truly,

I. G. Shears,  
Director.

AGS:AS  
encl. 3

*Re Union Trading Co. Ltd. 30% PS Ross 10% Lachance*

REG. NO.		NAME <b>NAKAMOTO Toyofiro</b> <b>UNION BOAT WORKS</b>			FILE NO. <b>4633</b> <b>Int. 101</b>	
ASSURED <b>A. S. Smith Trading as Union Boat Works</b> <i>The Secretary of State of</i> <i>Canada acting in his capacity as Insured</i>						
COMPANY <b>Michigan Fire &amp; Marine Insurance Company</b>		POLICY NO. <b>1012657</b>	AMOUNT <b>\$1,000.00</b>	PREMIUM <b>\$77.60</b>	RATE <b>3.76%</b>	TERM <b>1yr.</b>
PROPERTY INSURED <b>\$1,000.00 on machinery, tools &amp; equipment</b> <b>usual to business of Insured, while contained</b> <b>in one storey, frame bldg. galvanized iron</b> <b>sides &amp; roof &amp; lean-to of miners' surface,</b> <b>occupied as Boat Building &amp; Machine shop</b>		LOCATION <b>Rear Lot 2, Blk. 54, D.L. 109, W</b> <b>Side Bissell St., N. side Geor-</b> <b>gia St. West, Vancouver, B. C.</b>				
LOSS PAYABLE <b>Royal Bank of Canada</b>		INSURANCE AGENT <b>A.S. Matheson &amp; Co. Ltd.</b>			RENTAL AGENT	
ENDORSEMENTS						

September 12, 1946.

Memorandum covering an interview between Mr. Shears, Mrs. McArthur, Mr. Sheppard, Mr. W.C. Thomson, and Mr. Fred Field on September 11, 1946 in Mr. Shears office.

The matter of Toyojiro Nakamoto's interest in the Union Trading Co. Ltd. and the Union Boat Works was discussed more particularly with reference to the release of \$5000 which, under instructions from Mr. G.W. McPherson, was placed in a special account in the Royal Bank of Canada, Denman & Georgia Branch, and the matter of the partnership share to be derived from the Union Boat Works of which Mr. A.S. Smith was a partner.

With reference to the \$5000, this represents a claim made by Mr. McPherson on behalf of a suspected Enemy interest in the Union Trading Co. Ltd. which was shown on the Union Trading Co. Ltd. books as a debt to T. Shurahashi, Portland, Oregon. Upon sale of the vessel "B.C. Pride", a Union Trading Co. asset, to Nelson Brothers through the Japanese Fishing Vessel Disposal Committee on December 19, 1941, for the sum of \$8500, Mr. McPherson gave instructions to P.S. Ross & Sons to set up a special account into which \$5000 would be placed until the creditor, T. Shurahashi could be identified. This money is still in the Denman & Georgia Branch of the Royal Bank of Canada and Mr. Thomson on behalf of the Union Trading Co. Ltd. has requested the release of this money as he claims he has submitted ample proof that this money is not payable to an Enemy but to Toku Nakamoto (nee Shurahashi) the majority shareholder in the Union Trading Co. Ltd. The evidence on file was placed before Mr. Sheppard who will advise the Custodian as to the release of this money.

With reference to Nakamoto's interest in the Union Boat works, Mr. Thomson stated that Mrs. Smith has been named administratrix of the estate of the late A. S. Smith, partner with Nakamoto in the Union Boat Works, but that he was not aware that she should have been carrying on the liquidation of the partnership under the terms agreed by her late husband. Mr. Thomson stated that he thought that Mr. Fred Field was liquidating the partnership. It was explained to him that Mr. Field had been merely asked to obtain an accounting of the partnership dissolution and that according to the arrangement made with Nakamoto and Smith prior to the death of Mr. Smith, Nakamoto had agreed to the sale price of the boat assets and to the appointment of Mr. A.S. Smith as liquidator and that further, the arrangement made with Mr. Smith was that he should carry out the dissolution under the instructions of Mr. Sheppard. It was further pointed out that the sale agreement dated June 30, 1943 stipulated that the purchase price for the Union Boat Works assets would be paid to Mr. Smith who in turn would pay the Custodian Nakamoto's share of the proceeds.

It was further stated that the Custodian had neither received a full statement of accounts nor any proceeds from the sale.

It was agreed that Mr. Field and Mr. Thomson would make a mutually satisfactory arrangement regarding a statement of cash receipts and disbursements and that this would be attended to as soon as Mr. Field returns to the City in about 10 days time.

With reference to cash on deposit in the Denman & Georgia Branch of the Royal Bank of Canada in the name of the Union Boat Works shown on a statement prepared by P.S. Ross & Sons, dated June 6, 1945, it was made clear that this money would be available to take care of the creditors among whom is Locke, Lane & Co. in the sum of \$251.00 being for services rendered in connection with the dissolution of partnership prior to the death of Mr. A.S. Smith liquidator. Mr. Sheppard made it clear that an obligation rested on Mrs. Smith as administrator of the estate of A.S. Smith to complete the partnership business and Mr. Thomson agreed to give the Custodian a letter for our file covering her appointment by the Court. Apparently Mr. Thomson expects to carry on as her advisor in this capacity.

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Note: Following the interview Mr. Shears confirmed with the Royal Bank that this cash was still on deposit.

File No. 102

September 14, 1946.

Re: Union Trading Co. Ltd. - Incorporated July 11, 1936.

8000 shares at \$1.00 per share.

Shareholders -

Toku (Mrs. Toyofire) Nakamoto	7900 shares.
Toyofire Nakamoto	10 shares.
A. S. Smith	10 shares.

ASSETS:

5 Diesel boats as follows:

"Haruo" - Sold through the Japanese Fishing Vessel Disposal Committee to Nelson Brothers. \$5643.85 paid to Union Trading Co. Ltd. August 12, 1942.

"Olympia 2" - Sold through the Japanese Fishing Vessel Disposal Committee to Broke & Wolff. \$4030.00 paid to W.C. Thomson, Solicitor for Union Trading Co. Ltd., April 4, 1942.

"B.C. Pride" - Sold through the Japanese Fishing Vessel Disposal Committee to Nelson Brothers December 19, 1941 for \$8900. (\$9000 frozen by Custodian in special account Royal Bank of Canada, Branch & Georgia Branch). The balance apparently used to apply on various mortgages in favour of Nelson Brothers.

"Western Maid" - Sold through the Japanese Fishing Vessel Disposal Committee to the Department of Munitions & Supply. \$18,095.00 paid W.C. Thomson, Solicitor for Union Trading Co. Ltd. October 9, 1942.

"Barclay Sound" - Sold through the Japanese Fishing Vessel Disposal Committee to the Department of Munitions & Supply. \$16,231.00 paid to W.C. Thomson, Solicitor for Union Trading Co. Ltd. October 9, 1942.

LIABILITIES:

Unsecured debt to T. Shurahachi (reported by F.S. Ross & Sons in letter Dec. 16/41)	\$5243.27
To Nakamoto (accrued salaries)	\$4770.89
Mortgages on Boats \$3100. \$4495.78 (Coast Packing Co.) \$11,000.	\$18595.78
Dept. of National Revenue, Taxation Division (claim Sept. 22/44 for 1936 assessment)	55.46

The only interest of the Custodian in this Company, unless he is interested in the proceeds from shares, is relative to the unsecured debt to T. Shurahachi which Mr. G.W. McPherson considered on the report of F.S. Ross & Sons might be an enemy interest.

2.

Mr. W.C. Thomson, Solicitor for Union Trading Co. Ltd., submitted affidavits and letters as evidence that the T. Shurahashi shown on the books of the Company is actually Toku Nakamoto, wife of Toyofire Nakamoto whose maiden name was Shurahashi. An explanation is given regarding the address Portland Oregon shown in the Union Trading Co. Ltd., books.

\$5000 has been held under instructions of Mr. McPherson in a special account in the Dawson & Georgia Branch of the Royal Bank of Canada. Mr. Thomson has asked for the release of this money and the matter has been referred to Mr. Sheppard of Locke Lane & Co. for advice.

AGH:AS

"A O W"

Sheppard advised release  
of money & the company  
Cheque \$4900 sent to bank of  
\$1000 paid  
5000  
JLS

September 11, 1946.

Re: Toyofire NAKAMOTO, and  
Union Boat Works.

There appears to have been no formal partnership agreement between Toyofire Nakamoto and A.S. Smith regarding the business known as the Union Boat Works at the foot of Bidwell Street, Vancouver. A letter dated April 9, 1942 from A. S. Smith states that the Union Boat Works was founded in 1932 but that there was no written agreement. There was however, just prior to the evacuation of Nakamoto an agreement made between Nakamoto and Smith dated March 25, 1942 naming Smith manager and authorizing sale of the assets of the partnership. This agreement stated that the proceeds were to be equally divided, but see partners' equities in statement dated December 31, 1942.

In a letter dated April 8, 1942, C.L. Drewry stated that the interest of Nakamoto vests in the Custodian.

Claims on file against the Union Boat Works

McLennan, McFeely & Prior, April 28/42	\$2040.14	Paid.
Workmen's Compensation, April 30/42	125.00	Pd. lr.
		June 17/42.
Retail Credit Grantors (original on file 7632)	385.71	
Western Leckie Ltd.	1413.69	
Terminal Holding, arrears of rent Sept. 13/43	200.00	
water (increased according to lr.	900.00	
from W.O. Thomson)	240.35	
Andersons Office equipment, Sept. 30/43	2.50	
National Revenue, Customs & Excise, Feb. 22/44	76.57	
Marks Brothers, Dec. 7/43	2.50	
McLennan, McFeely & Prior, March 1944, \$9.31 & \$1.97,	11.28	
Locke, Lane & Co., Nov. 12/43 and April 24/44	251.00	

List of Accounts Payable dated December 31, 1942.

List of creditors sworn to by A. S. Smith, July 27/43 in matter of Bulk Sales Act.

Claims against Nakamoto personally (Guarantor for Bidwell Boat Works)

- ① McLennan, McFeely & Prior, April 28/42 \$1500.00  
(See affidavit dated Dec. 29/44 re payments on account, namely  
January 22/33 Cash \$39.80  
April 1/36 Cash 10.00)  
Copy of Mortgage dated July 9, 1931 on Victoria property taken as security for this payment.
- ② Atlantic & Pacific Packing Co. Incorporated, (Williams & Rae, Barristers) \$4777.90  
Action was started by Williams & Rae in the Supreme Court of B.C. in 1936 to collect this amount said to be due under ships mortgage. Griffin, Montgomery & Smith, Barristers, entered a defence for Nakamoto but the case was not set down for trial (letter Williams & Rae, Jan. 21/44).

Offer from Benson.

Confirmation by Nakamoto in letter March 30, 1943 as to price \$7500 cash and A. S. Smith acting as liquidator.

Agreement between Andrew Scott Smith and Toyofire Nakamoto, vendors and Albert Carl Benson dated June 30, 1943.

Clause 4 authorization from Nakamoto for Smith to pay over Nakamoto's share to the Custodian (see partners' equities in statement December 31, 1942).

September 11, 1946.

Liquidation by A. S. Smith to be carried out under instructions from solicitors of the Custodian and letter Locke, Lane, July 30, 1943 states that cheques for \$7500 and \$1270.58 have been received payable to Smith and apparently these were turned over to Smith on the understanding that Nakamoto's share would be paid to the Custodian and that an accounting would be made to the Custodian including proceeds from bills receivable. No funds were received and Mr. Smith died in August or the first part of September. Apparently application for administration of Smith's estate in the name of Mrs. Smith was made through W. Chandler Thomson's office, but there is nothing on file to show that Letters of Administration were actually taken out, and no effort has apparently been made to contact the two persons named by Mr. Smith just before he died, whom he suggested could straighten out the accounts. (Is there a legal responsibility on the Administrator of Smith's Estate to liquidate the partnership under the authority given by Nakamoto?)

Order to F. S. Ross to investigate January 10, 1945.

Balance Sheet May 16, 1945.

Report F. S. Ross & Sons December 13, 1945 enclosing Balance Sheet June 6, 1945, but no funds received by the Custodian for Nakamoto.

*OK*

ACM:AS

Sept 12/46 -  
Arranged at the meeting of Mr. Shearn Mcd.  
Sheppard, Thomson & Field that as  
soon as Mr. Field returns in about  
10 d.a. time, he & Mr. Thomson will  
draw up a statement of cash receipts  
& disbursements and bring the  
distribution of partnership assets to  
a conclusion.

101 & 4633  
Entry Section

500 Royal Bank Building,  
Vancouver, B. C.  
January 18, 1946

Messrs. Farris, McAlpine, Stultz,  
Sull & Farris,  
Barristers and Solicitors,  
Standard Bank Building,  
Vancouver, B. C.

Re: McLennan, McFeely & Prior Limited  
and Tovehiro NAKAMOTO

Dear Sirs:

We duly received your letter of the 11th ultimo and in reply wish to advise you that we have received the following communication from Mr. W. Thomson, Barrister and Solicitor, Vancouver:

"My client has instructed me to inform you that there are no moneys owing by him to McLennan, McFeely & Prior Limited and this position is maintained by my client notwithstanding any declaration made by any person on behalf of McLennan, McFeely & Prior Limited".

In your letter, dated July 17, 1945, you wrote as follows:

"The claim is against Nakamoto personally and is not to be confused with the affairs of the Union Boat Works".

In view of the fact that Mr. Nakamoto denies owing any money to your client, there is nothing further we can do in the matter. The Custodian, however, has no objection to your communicating directly with Mr. Nakamoto or his Solicitor.

Yours very truly,

W. J. Johnston  
Administration Department

WJJ/JF

## P. S. Ross &amp; Sons

CHARTERED ACCOUNTANTS

MONTREAL TORONTO WINNIPEG  
CALGARY VANCOUVER

NOV 15 1945
File No.
Ans'd
Referred

*Johnston*

15th December, 1945.

Our File 295-187Office of the Custodian,  
506 Royal Bank Building,  
Vancouver, B. C.Attention: Mr. W. J. Johnston

ENEMY SECTION
Rec'd DEC 15 1945
File No.
Ans'd
Referred

Dear Sirs:

Re: Toyojiro Nakamoto and  
Union Boat Works

We have on file from Mr. W. C. Thomson, who has been acting as a trustee for Union Boat Works, a financial statement made up to 6th June, 1945. So far we have been unable to secure the statement of cash receipts and payment that we requested Mr. Thomson to supply but we are still hopeful that this will be in our hands shortly.

In the meantime we understand that Mr. Thomson claims that the amount asked for by Messrs. McLennan, McFeely & Prior Limited is not owed by Mr. Nakamoto. We shall be glad to discuss this matter with you at your convenience.

In the meantime we enclose copy of statement received from Mr. Thomson.

Yours faithfully,

*P. S. Ross & Sons*

Encl.

Union Boat Works  
Balance Sheet  
as at June 6th, 1945

ASSETS

Current:

Cash on hand - W. C. Thomson	\$1,513.04	
Royal Bank of Canada - Denman and Georgia	4,350.21	
Accounts Receivable	<u>6,592.48</u>	\$12,455.73

Deferred:

B. C. Electric Deposit		30.00
		<u>\$12,485.73</u>

LIABILITIES AND CAPITAL

Current:

Accounts Payable - Trade	\$2,458.08	
Income Tax Deductions	41.33	
Workmen's Compensation Board	<u>361.43</u>	\$ 2,860.84

Deferred:

Union Trading Co. Ltd.		5,000.00
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Capital:

Net Worth - Dec. 31/42	\$7,053.18	
Capital Profit on Sale of Fixed Assets	1,365.29	\$8,418.47
<u>Deduct:</u> Drawings: A. S. Smith	745.00	
T. Nakamoto	<u>8.60</u>	753.60
		7,664.87
<u>Less:</u> Loss on Operations and Legal Fees re Partnership	<u>3,039.98</u>	4,624.89
		<u>\$12,485.73</u>

The above Balance Sheet is subject to confirmation of Accounts Receivable and Accounts Payable.

"K. Macaskill"  
Accountant-Auditor

UNION BOAT WORKS

Operating Statement

For 6 Months ended June 30, 1943

Revenue:

Boat Repairs and Material Sales

\$47,054.41

Operating Expenses:

Materials

\$19,552.35

Machine Shop Supplies

115.03

Labour

25,686.06

Insurance

56.70

Unemployment Insurance

210.91

Rent

900.00

Employees' Advances Lost

111.47

General Expenses

3,210.87

49,843.39

Net Loss

\$ 2,788.98

UNION BOAT WORKS

Schedule of Accounts Receivable

as at June 6, 1945

A. C. Benson Shipyard	26.08
East Coast Herring Fisheries	278.37
M. G. Kolossoff	24.25
M. V. Shizu	463.78
M. V. Lions Gate	4,519.26
Harry Priestly	139.55
Queen Charlotte Fisheries Ltd.	411.36
A. Stancie - Chief Y	210.20
Bill Wagner	.15
Sumner Brass Foundry	2.65
G. Kirkpatrick	28.53
"Noreen"	19.85
"Salar"	24.29
Turner's Boat Works	181.91
Jack Wood	47.60
Mr. Webster	65.28
W. E. Wood	19.97
Western Leckie	1.55
Ideal Iron Works	127.85

Balance per Balance Sheet

\$6,592.48

Union Boat Works  
Schedule of Accounts Payable  
as at June 6, 1945

Terminal Holding Co.	\$1,140.35
M. V. Three Queens	400.00
Union Trading Co.	612.86
Workmen's Compensation Board	361.43
Income Tax Deductions	41.33
Whalen Insurance Co.	2.74
B. C. Telephone	8.21
Anderson's Office Equipment	2.50
Gordon and Belyea Ltd.	20.26
Marks Bros.	2.50
Houlden Transfer	4.00
Canadian Fairbanks Morse Ltd.	2.77
Canadian Liquid Air Co. Ltd.	1.58
McLenna, McFeely and Prior Ltd.	9.31
Locke, Lane, Guild and Sheppard	251.00

Balance per Balance Sheet

\$2,860.84

**W. CHANDLER THOMSON**  
BARRISTER-AT-LAW  
NOTARY PUBLIC, ETC.

EVACUATION SECTION	
Rec'd	AUG 17 1945
File No.	4633
Ans.	<i>noted with</i>
Referred	<i>Johnston</i>

ROGERS BUILDING  
470 GRANVILLE STREET  
VANCOUVER, B. C.

*sent by air* August 16, 1945.

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

Gentlemen:

Your File #4633.  
T. Nakamoto and McLennan,  
McFeely & Prior Ltd.,

I beg to inform you that your  
letter of the 28th of July, 1945, has been sent  
to me for attention from Celesta, B. C.

My client has instructed me  
to inform you that there are no moneys owing by  
him to McLennan, McFeely & Prior Limited and this  
position is maintained by my client notwithstanding  
any declaration made by any person on behalf of  
McLennan, McFeely & Prior Limited.

I plan to go to Celesta in the  
next ten days to discuss with Mr. Nakamoto this  
and other matters to which I am attending for  
him here and as soon as I return I will get in  
touch with you. In the meantime this matter  
will have to await my return, which I trust will  
be satisfactory to you.

Yours truly,

*W.C.T.*

*Copy made for  
future file 101*

WCT\*F

C  
O  
P  
Y

P. S. ROSS & SONS

Royal Bank Building,  
VANCOUVER B. C.

Our File 295-187

9th August, 1945.

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

Attention: Mr. K. W. Wright

Dear Sirs:

Re: Union Boat Works

We have received information from Mr. Chandler Thomson, including a financial statement as of 6th June, 1945, re the above and before submitting these figures to you we feel it is desirable to have on hand in addition to the statement submitted to us a statement of cash receipts and disbursements from 31st December, 1942, to date. You will recall that a financial statement was supplied as at December, 1942, and with the addition of the cash statement it should be possible to see clearly what has become of the various assets and how the creditors have been disposed of. This statement should be in our hands shortly when we will make a complete report to you.

With regard to your letter of recent date in respect to the claim of McLennan, McFeely & Prior we would suggest that they be advised that this statement will be received shortly and that you will then be in a position to consider the matter of their claim.

Yours faithfully,

4633 ✓  
101 Int.

REGISTERED

July 28, 1945.

Mr. Toyojiro NAKAMOTO,  
Registration No. 05749,  
Calista, B. C.

Dear Sir:

Re: McLennan, McFeely & Prior Ltd.

We have written you on numerous occasions in connection with the claim made against you personally by the above-mentioned Firm but to date we do not appear to have received an acknowledgment of our letters or any explanation regarding your position in the matter. We, therefore presume that the full amount of \$1,500.00 is owing, less two cash payment totalling \$49.80 which were paid by you direct to said Firm.

On January 3, 1945, we wrote you and enclosed with our letter a copy of a letter received from Messrs. McLennan, McFeely and Prior Limited, together with a Declaration of the amount owing and a copy of the mortgage on which their claim is based.

Yours truly,

W. J. Johnston,  
Administration Department.

WJJ/HMS

**FARRIS, McALPINE, STULTZ, BULL & FARRIS**

BARRISTERS & SOLICITORS

HON. J. W. DE B. FARRIS, K.C.  
C. L. McALPINE, K.C.  
R. S. STULTZ  
ERNEST B. BULL  
JOHN L. FARRIS

SUITE 1506 STANDARD BANK BUILDING

VANCOUVER, B. C.

ADDRESS ALL COMMUNICATIONS TO FARRIS & CO.

EVACUATION SECTION

Rec'd JUN 26 1945

TELEPHONE MARINE 8341

CABLE ADDRESS FAREM

CODE WESTERN UNION

FIVE LETTER EDITION

25th June, 1945  
*M. Johnston*

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

ENEMY SECTION

JUN 26 1945

Rec'd

File No.

Your File No. 101

4655 (Eync)

Legal Department

*M. Johnston*

Dear Sir:

re: Toyojiro Nakamoto and Union Boat Works

We would be pleased to learn if Messrs. P.S. Ross and Sons have completed their investigation of the affairs of the Union Boat Works, and whether or not there are funds available to pay the claim of McLennan, McFeely and Prior Limited against the above-named Toyojiro Nakamoto on his personal covenant under a mortgage given to our client for the sum of \$1,500.00. The balance owing under the said covenant amounts to \$1,450.20.

Yours truly,  
FARRIS & CO.

per:

*Reinhard*

OFR:LF

**P. S. ROSS & SONS**

CHARTERED ACCOUNTANTS

MONTREAL TORONTO WINNIPEG  
CALGARY VANCOUVER

Rec'd	MAY 31 1945
File No.	
Ans'd	
Refer'd	<i>for Wright</i>

ROYAL BANK BUILDING

VANCOUVER, B. C.

Our File 295-187

30th May, 1945.

Office of the Custodian,  
506 Royal Bank Building,  
Vancouver, B. C.Attention: Mr. K. W. Wright

Dear Sirs:

Re: Union Boat Works

In connection with the Investigation Order dated 10th January, 1945, in respect of the above mentioned company, we are enclosing copy of a letter received from Mr. W. Chandler Thomson in response to ours of the 10th April.

We are expecting to have an interview with Mr. Thomson today or tomorrow, after which we will advise you further.

Yours faithfully,

Encl.

*[Signature]*  
P. S. Ross & Sons

*Answer grading Co Ltd?  
to be sent?*

ENEMY SECTION	
JUN 1 1945	
Rec'd	
File No.	
Ans'd	
Refer'd	

C O P Y

W. CHANDLER THOMSON  
Barrister - at - Law

Hegere Building,  
Vancouver, B. C.  
25th May, 1945.

P. B. Ross & Sons,  
Chartered Accountants,  
Royal Bank Building,  
Vancouver, B. C.

Dear Sirs:

In Re: Union Boat Works - Your File 295-187

In respect to your letter dated 10th April, 1945, I beg to inform you that I have had considerable difficulty having written up the books of this business due to the fact that the records did not come direct to me from Union Boat Works and also due to the fact that the books were not written up for the last month prior to Mr. Smith's death which was, no doubt, due to the fact that he was ill. I am enclosing herewith a copy of the Balance Sheet as of May 16th, 1945 and the 1943 operating statement January 1st, 1943 to July 1st, 1943 and a statement of the Accounts Receivable and the Accounts Payable. I should be glad to discuss the affairs of the Union Boat Works with you or your representative at any time, but I will now make a few observations with regard to one or two of the matters reflected in this statement.

While I had nothing to do with the sale of these assets, I understand that in order to provide sufficient funds with which to pay certain liabilities on the company, Union Trading Company Ltd., loaned \$5,000.00 on the understanding that they were to receive this back and this \$5,000.00 was used to pay off a number of the creditors because the sale price did not sufficiently pay the creditors and this \$5,000.00 was in addition to the \$612.86 reflected in the Accounts Payable. The item of \$5,000.00 in the Bills Payable to Union Trading Company Limited is the same item classified as deferred in the Balance Sheet - Union Trading Company Ltd., \$5,000.00.

The item is the Accounts Receivable marked M/V Shisu - P. Lansdell - 708 Johnson Stl - \$1463.78. I might say that in the debacle over the Shisu, I was able to recover the sum of \$1,000.00 and I understand that there was an agreement with Smith to accept this amount as there was some dispute over the sum of \$1463.78. I consider we were fortunate to recover anything from this debacle with regard to this boat. This amount I have, together with the sum of \$288.63 shown among the Bills receivable and owing by Burrard Shipyards re "Josephine G".

Western Leckie, Ltd. disputes any liability for the \$1.55.

Sumner Brass Foundry advise me that the sum of \$2.65 has already been credited in a subsequent account.

I have demanded payment from the persons listed under the Accounts Receivable and no doubt in due course some monies will be recovered from these persons.

Some time ago the Custodian's Office took up with me an account received from the Terminal Holding Company Ltd. for arrears of rent and I have been endeavouring to get a correct picture of the position of this account because I could not understand why such a large account should remain outstanding and was not taken into consideration as a liability at the time of the sale and was not included in the statutory declaration and why Mr. Smith should assure his Bank Manager that the rent was paid as was the case. In my discussion with Mr. Winch of the Terminal Holding Company Limited, he informed me that he was always under the impression that the rent account was paid from time to time by a contra account for work and repairs done by Union Boat Works.

Now it turns out that Queen Charlotte Fisheries, Ltd. is indebted to Union Boat Works for the sum of \$4519.26 and \$411.36. I believe that the Terminal Holding Co. Ltd. account is rendered at a greater figure than \$900.00 which is of no importance for the purpose of this letter. Queen Charlotte Fisheries Ltd, I believe, is owned and under the control of the same individuals as Terminal Holding Company Ltd. and no doubt the contra account to the rent account was the Queen Charlotte Fisheries Ltd. account and I feel that careful investigation should be made into this rent account to ascertain that it has not already been paid by contra account and in any event there is sufficient liability of Queen Charlotte Fisheries Ltd. to Union Boat Works to take care of this rent account.

With regard to M/V Lions Gate account, I have ascertained that repairs were done by Union Boat Works to the Lions Gate approximating \$9500.00 and it being an insurance job the insurance company advanced the Union Boat Works the sum of \$5,000.00 and Queen Charlotte Fisheries Ltd. requested the insurance company to pay to the Queen Charlotte Fisheries Ltd. the balance of the claim which was \$4519.26 which, under ordinary circumstances, one would have thought the Queen Charlotte Fisheries Ltd. would have directed the insurance company to pay to the Union Boat Works.

I am now in the process of taking up with the solicitor for Terminal Holding Company Ltd. the position of these two accounts and also the account for \$411.36.

Mr. Nakamoto informs me that he had definite guarantee from Mr. Smith and Union Boat Works that he would be repaid the sum of \$5,000.00 which he advanced for the purpose of settling with the creditors at the time of the sale and also the sum of \$612.86.

I have dispersed from my own funds the sum of \$75.00 for the writing up of the books and the preparing of the enclosed statement. I have done considerable work in this matter and I am prepared to continue my endeavours along the line of straightening out the muddled affairs of this operation. I should be pleased to report to you as soon as I have received a final decision from the Queen Charlotte Fisheries Ltd. with regard to their account. I would suggest postponing our discussion for a few days as I may then have a final decision from the Queen Charlotte Fisheries Ltd. In the meantime, if you have any observations with regard to the enclosed statement, I should be glad to have them.

Yours truly,

"W. C. Thomson"

P. S. Since dictating the above I have received from Benson's a cheque for \$68.42 and stating balance of \$26.08 is absorbed by two contra a/cs of \$20.30 and \$5.78.

UNION BOAT WORKS

Balance Sheet

as at 16th May, 1945

Assets

Current

Cash in Bank (not verified)	4,347.30	
Accounts Receivable	<u>8,112.52</u>	12,459.82

Deferred

B. C. Electric - Deposit		<u>30.00</u>
		<u>\$ 12,489.82</u>

Liabilities & Capital

Current

Accounts Payable		2,360.80
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Deferred

Union Trading Co. Ltd.		5,000.00
------------------------	--	----------

Capital

Net Worth - Dec. 31, 1942	7,053.18	
Capital Profit on sale of fixed assets	<u>1,365.29</u>	8,418.47
Deduct: Drawings: A.S. Smith	745.00	
T. Nakamoto	<u>8.60</u>	<u>753.60</u>
		7,664.87
<u>Less: Loss on Operations</u>	<u>2,535.85</u>	<u>5,129.02</u>
		<u>\$ 12,489.82</u>

UNION BOAT WORKS

Operating Statement

January 1/43 to July 31/43

Revenue:

Boat repairs and material sales

47,043.23

Operating Expenses:

Materials

19,511.93

Machine shop supplies

115.03

Labour

25,686.06

Insurance

56.70

Unemployment Insurance

210.91

Rent

900.00

Employees' Advances - Lost

111.47

General Expenses

2,986.98

49,579.08

Loss on Operations to Capital Account

\$ 2,535.85

UNION BOAT WORKS

Schedules of Accounts Receivable and Payable

16th May, 1945

Accounts Receivable:

Captain Engvick - Write off - (Note in Ledger that this is an overcharge) May 19/43	7.00
East Coast Herring Fisheries - Dec., 1942	278.37
M. G. Kolosoff - Chemainus, B. C. March, 1942	24.25
M/V Shizu - P. Lansdell - 708 Johnson St. Jan to July, 1943	1,463.78
M/V Lions Gate - Queen Charlotte Fisheries Ltd. 610 Bidwell July, 1943	4,519.26
Nelson Bros. Fisheries - 425 Howe St. June, 1943	155.99
Harry Priestly - 1255 Seymour St. - May & June, 1942	139.55
Queen Charlotte Fisheries Ltd. - 610 Bidwell St. Feb to May, 1942	411.36
A. Stanac "Chief Y" - June, 1943	210.20
Bill Wagner - May, 1943	.15
Burrard Shipyards - "Josephine O." May, 1943	288.63
Sumner Brass Foundry - June, 1943	2.65
G. Kirkpatrick - July, 1943 - 601 Denman St.	28.53
"Noreen" - October, 1942 - 1333 Chestnut St.	19.85
"Salar" March, 1943 - c/o Mr. Ayall - Ft. Cordova St.	24.29
Turners Boat Works - Georgia St. - April to June, 1943	181.91
A. C. Benson Shipyards - June, 1943	94.50
Jack Wood - Kyuquot, B. C. December, 1939	47.60
Mr. Webster - 3337 Carson St. South Burnaby - March, 1941	65.28
W. E. Wood - 2971 W. 31st Ave. November, 1942	19.97
Western Leckie Ltd. - Alexander St. April, 1943 (Pacific Breeze)	1.55
Ideal Iron Works - Vancouver - 1942, 1943	127.85
	<u>\$ 8,112.52</u>

Accounts Payable:

W. C. Board (Don't pay unless requested)	361.43
War Ind. Transit Insurance - Whalen Ins. Co. (Don't pay unless requested)	27.00
Income Tax Dedn's (Don't pay unless requested)	41.33
A.B.C. Packing Co. Ltd. (Write off - don't pay)	9.60
Leon Brikke (Write off - don't pay)	8.55
Harry Martin (Write off - don't pay)	.03
Terminal Holding Co. Ltd.	900.00
M/V Three Queens - Cheque rec'd July 2/43 possibly not invoiced	400.00
Union Trading Co. Ltd. - since Dec. /42	612.86
	<u>\$ 2,360.80</u>

Bills Payable:

Union Trading Co. Ltd.	<u>\$ 5,000.00</u>
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ENEMY SECTION	
Rec'd.	18 1945
File No.	
Ans'd.	
Refer'd.	

Files 4633 and I. 101.

February 13, 1945.

MEMORANDUM.

To: Mr. Wright.

From: A. G. McArthur.

Re: NAKAMOTO, and Union Boat Works.

Mr. Stults of the firm of Ferris & Co., Barristers, telephoned this morning to say that the claim of McLennan, McFeely & Prior Ltd., against Nakamoto has been referred to him. I told him that Nakamoto's share of the Union Boat Works had not yet come to hand.

He asked confirmation of the vesting in the Custodian of Nakamoto's assets in the protected area and stated that he had advised McLennan, McFeely & Prior Ltd. against the advisability of suit. He however, is expecting the Custodian to hold a sufficient amount of Nakamoto's money to cover this claim if and when received, and in the meantime has offered to produce any proof required by this office to establish this claim. I did not have the file before me at the time Mr. Stults telephoned but told him that we would be glad to avail ourselves of his offer if we required further evidence. I told him also that you have been in communication with Messrs. Locke Lane, Guild & Sheppard who were acting for us in this matter in an effort to obtain Nakamoto's share of the partnership.

*AS*

AGM:AS

*Nakamoto has not answered our letter of Jan 3/45 about his claim.*

FARRIS, McALPINE, STULTZ, BULL & FARRIS

BARRISTERS & SOLICITORS

HON. J. W. DE B. FARRIS, K.C.  
C. L. McALPINE, K.C.  
R. S. STULTZ  
ERNEST B. BULL  
JOHN L. FARRIS

SUITE 1508 STANDARD BANK BUILDING

VANCOUVER, B. C.

ADDRESS ALL COMMUNICATIONS TO FARRIS & CO.

TELEPHONE MARINE 6341  
CABLE ADDRESS FAREM  
CODE WESTERN UNION  
FIVE LETTER EDITION

February 13th, 1945.

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

Dear Sir:

re: Toyojiro Nakamoto  
(Your file 4633)

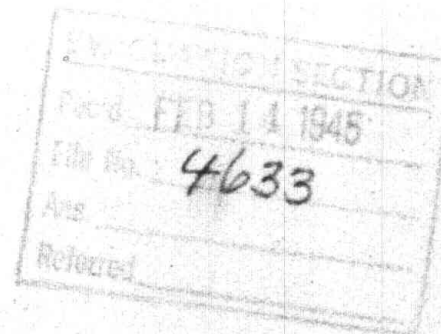
Pursuant to the writer's telephone conversation this morning with your Miss McArthur, we beg to advise you that we are acting for McLennan McFeely & Prior Limited, who have a claim against the above-named Toyojiro Nakamoto on his personal covenant under a mortgage given to our client for the sum of \$1,500.00. There has been paid on account of this indebtedness only \$39.80 on January 22nd, 1933 and \$10.00 on April 1st, 1936. We understand you now have in hand the matter of endeavoring to collect from the Administrator of the Estate of Nakamoto's late partner, Smith, Nakamoto's share of the business conducted by Smith and him jointly.

Our point in writing you is to enquire as to whether you are now satisfied of the genuineness of our client's claim and to request that in any distribution of Nakamoto's assets our claim should rank equally with the claims of any other creditors. We would be obliged if you would write us confirming this position.

Yours truly,  
FARRIS & CO.

per *[Signature]*

RS/EA



101(Int)  
4633(Evac)  
Legal Department

509 Royal Bank Building,  
Vancouver, B. C.  
January 20th, 1945

Messrs. P. S. Ross & Sons,  
411 Royal Bank Building,  
Vancouver, B. C.

Attention: Mr. Field

Re: Union Boat Works

Dear Sirs:

Attached please find an Order executed by the Assistant Deputy Custodian and dated the 10th instant, appointing your firm as Inspectors of the Union Boat Works.

Toyofiro Nakamoto, an Evacuated Japanese, and Andrew S. Smith, now deceased, were partners and carried on business under the name of Union Boat Works. We attach a copy of an Agreement dated March 25th, 1942, between the partners. The Statement of Assets and Liabilities as at December 31st, 1940, is on our file and we enclose copies.

The business was sold on June 30th, 1943, to Albert Carl Benson, who purchased certain of the stock on hand. However, we believe the balance of the equipment and parts were to be sold separately, but we have no definite information that this is completed.

Mr. Smith died in August or early September, 1943, and we are informed that his wife has been appointed Administratrix of his estate. Mr. F.C. Thomson, Barrister and Solicitor, is acting for the Administratrix, and we and our Solicitors, Messrs. Locke, Lane, Guild & Sheppard, have many times requested an accounting from him showing the position of the partnership, but to date we have not received the information requested.

Will you kindly conduct an early investigation and report your findings to this office.

Further information on our Files, Internee No. 101 and Evacuee No. 4633, is available for your inspection and we suggest perusal of these prior to interviewing Mr. Thomson.

Yours truly,

K. F. BRIGHT  
COUNSEL TO THE CUSTODIAN

KWB/JF  
Attach.

4633

January 3, 1945.

Messrs. McLennan, McFeely & Prior Ltd.,  
99 E. Cordova Street,  
Vancouver, B. C.

Attention: Mr. Burnett.

Dear Sirs:

Re: Toyojiro NAKAMOTO, File 4633.

Confirming our telephone conversation of today's date we have to acknowledge your letter of December 27th, 1944 with statutory declaration and copy of mortgage attached.

While Nakamoto has in the past disputed your claim we are writing him today enclosing the particulars which you have submitted in order to refresh his memory and will advise you of his reply. In the meantime there are no funds to his credit in this office and we have been unable to obtain a statement of account relative to the Union Boat Works up to the present, so we are unable to suggest a possible sum which might be available to pay this claim even if Nakamoto ultimately admits it.

We might state that we are making a definite effort to bring this matter to a conclusion and hope to be in a position to give you further information in the near future. In the meantime it would appear that nothing would be gained by taking action against Nakamoto as suggested in the last paragraphs of your letter.

As requested by you, however, we include his present address as follows:

Toyojiro NAKAMOTO,  
Reg. No. 05749,  
Celista, B.C.

Upon receipt of a reply from Nakamoto we will be glad to inform you of his position regarding your claim.

Yours truly,

A. G. McArthur,  
Administration Department.

AGM:AS

4633

January 3, 1945.

Mr. Toyojiro NAKAMOTO,  
Reg. No. 05749,  
Celista, B.C.

Dear Sir:

We have been pressed repeatedly by McLennan, McFeely, and Prior Ltd., wholesale and retail merchants, for payment of a claim of \$1450.20. Enclosed for your consideration are a copy of a letter received from this claimant together with a declaration of the amount owing and a copy of the mortgage on which the claim is based. Would you kindly advise us at once regarding your liability in this connection.

Relative to the liquidation of the Union Boat Works partnership, we have to state that up to the present no distribution of proceeds has been made. You will of course recall that you agreed to a voluntary dissolution of the partnership and to the appointment of the late Mr. Smith as Liquidator. Mr. Smith then proceeded with sale of the assets but unfortunately died before the accounts were taken and proceeds distributed. The solicitor for the estate of Mr. Smith has had the matter in charge and although asked repeatedly for an accounting none has been forthcoming up to the present time.

We have accordingly asked the Solicitors for the Custodian to take the necessary steps to bring the matter to a conclusion and have been given to understand that this will be done in the near future. As soon as some definite information has been obtained, we will be glad to advise you and in the meantime, will be glad to receive a letter from you stating your position concerning the claim of McLennan, McFeely, and Prior Ltd.

We would suggest that it would not be in your own interests to permit an action if it can be avoided and would therefore request you to reply to this letter without delay.

Yours truly,

A. G. McArthur,  
Administration Department.

AGM:AS  
encl.3

大 陸 公 司 有 限 公 司  
 總 經 理 王 德 興  
 電 話 02-2612-1234

WHOLESALE AND RETAIL MERCHANTS



FILE NO. 100-368645-10132 PAGE 32

THE UNIVERSITY OF CHICAGO PRESS

THE UNIVERSITY OF CHICAGO PRESS

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**VANCOUVER, B.C.**

EVACUATION SECTION

Dec 8 DEC 8 1944

4633

2015

## References

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

Attention Miss A. G. McArthur

Dear Miss McArthur:

Re Toyojiro Nakamoto  
Your file 4633

this matter. We do not wish there to be any confusion over

The account concerning which we are writing is not against Union Boat Works at all. It is an account against Mr. Nakamoto personally.

We do not see how there can be any question of Mr. Nakamoto's liability to us as he signed a mortgage under seal and in this document covenanted to pay us but payment has not been made.

The purpose of our correspondence is to obtain payment out of moneys coming to your hand and we look to you for payment out of any such moneys. In this connection Nakamoto was a partner in Union Boat Works with Mr. Smith. In the liquidation of this partnership we anticipate a considerable surplus of assets over liabilities. If this assumption is correct we take it that Nakamoto's share of this surplus will come to hand and be available for payment of his indebtedness to us.

If we are wrong in the above regard will you please let us know.

THE JAMES  
WELLS PHOTOGRAPHY  
1000 30th

The Department of the Secretary of State

December 27, 1944

As a matter of fact apart from the assets which Mr. Nakamoto may have arising out of Union Boat Works, we had thought him to be quite well off and we would like to know if you have not funds on hand other than those which may arise out of Union Boat Works.

Following the writers conversation with Miss McArthur we understand that you will hold whatever moneys come to your hands for Mr. Nakamoto against our claim. In this regard we are quite prepared to take a judgment against Mr. Nakamoto if necessary and in the meantime we enclose a declaration giving the circumstances of and proof of the present debt owing by Mr. Nakamoto to us.

You have indicated that Mr. Nakamoto might dispute his liability. In this regard we shall be very glad if you will let us know where he is located so that we may serve him if it is necessary to sue.

Yours truly

McLENNAN, McFEELY & PRIOR LIMITED

*K.H. Burnes*

Credit Département

ENCLOSURE

KHB:HW

*Dec 29/44  
On phone Mr. Burnes states  
property covered by the mortgage  
lost for taxes several years ago and  
Mortgage was never registered as  
tax position would not allow.*

*Was there a personal  
covenant?*

THIS INDENTURE made in duplicate the 9th day of July, in the year of our Lord one thousand nine hundred and thirty-one.

IN PURSUANCE OF THE MORTGAGES STATUTORY FORM ACT.

BETWEEN:

TOYOJIRO NAKAMOTO of the City of Vancouver, in the Province of British Columbia, Fisherman,

hereinafter called the "Mortgagor"

OF THE FIRST PART:

AND:

McLENNAN, McFEELY & PRIOR LIMITED, a duly incorporated company of 99 Cordova Street East, in the City of Vancouver, in the Province of British Columbia,

hereinafter called the "Mortgagee"

OF THE SECOND PART:

WHEREAS the Mortgagor heretofore guaranteed to the Mortgagee the due payment by Bidwell Boat Works Limited, a body corporate of the Foot of Bidwell Street, of the City of Vancouver, in the Province of British Columbia, all moneys then or thereafter to become due and owing by the said Bidwell Boat Works Limited to the Mortgagee up to and including the sum of \$1500.00.

AND WHEREAS the said Bidwell Boat Works Limited is now indebted to the Mortgagee in the sum of \$1777.95.

AND WHEREAS the Mortgagee has requested the Mortgagor to provide security for the payment of the said sum of money which the Mortgagor has agreed to furnish being these presents.

AND WHEREAS the Mortgagor is seized of and entitled to the legal and equitable estate in fee simple in possession in his own right, in and to the lands hereinafter mentioned, subject only to a certain indenture of Mortgage dated 30th October, 1920, and made between John Oddy as Mortgagor and Henry Thomas Stannard as Mortgagee to secure the sum of Six Hundred (\$600.00) Dollars with interest thereon at the rate of Eight per centum (8%) per annum, payable as therein mentioned and has so represented to the Mortgagee.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of One (\$1.00) Dollar now paid by the Mortgagee to the Mortgagor the receipt whereof is hereby by him acknowledged, he the Mortgagor doth grant and mortgage unto the Mortgagee its successors and assigns forever ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Victoria, in the Province of British Columbia and more particularly known and described as Lot Six (6), in the Subdivision of Block Sixty-nine (69), Victoria City, according to the registered Map or Plan of the said Subdivision deposited in the Land Registry Office at the City of Victoria, in the Province of British Columbia and Numbered One Hundred Fifty-one (151).

PROVIDED this Mortgage to be void upon payment of the said sum of \$1500.00.

AND the Mortgagor hereby covenants with the Mortgagee that he the said Mortgagor shall and will well and truly pay or cause to be paid unto the Mortgagee the aforesaid sum of \$1500.00 at the following times and in the following manner, that is to say - at any time or times when payment thereof or any part of the same is demanded from the said Mortgagor by the Mortgagee.

AND the Mortgagor further agrees that the taking of a Judgment of Judgments on any of the covenants herein contained shall not operate as a merger of said covenants.

THAT the Mortgagor has a good title in fee simple to the said lands and that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances save as aforesaid.

AND that the Mortgagor has the right to convey the said lands to the Mortgagee;

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

AND that the Mortgagor had done no act to encumber the said lands.

AND that the Mortgagor will insure the buildings now or hereafter erected on the said lands in an Insurance Company indicated by

the Mortgagee through the agency of the insurance agents or brokers of the said Mortgagee to the amount of their full insurable value in currency, and the said Insurance shall be made payable to the Mortgagee and the policy or policies issued therefor shall be held by the said Mortgagee and that this covenant shall extend to renew the insurance from time to time so that the Mortgagors shall keep the buildings insured to the said amount, provided that in default of such insurance at any time the Mortgagee shall be at liberty to insure as it may deem expedient at the expense of the Mortgagor and the premiums so paid shall immediately become repayable with interest and shall be a lien upon the mortgaged premises until the same are paid with interest at the rate aforesaid, and all the remedies mentioned herein for the recovery of principal and interest shall apply thereto.

PROVIDED that the Mortgagee may effect such insurance without any further consent of the Mortgagor.

AND that the Mortgagor do release to the Mortgagee all their claims upon the said lands subject to the said proviso.

PROVIDED that on default of payment of any portion of the moneys hereby secured the whole of the moneys hereby secured shall become payable.

THE MORTGAGOR doth attorn and become tenant from year to year to the Mortgagee from the day of the execution hereof, at a rental equivalent to, applicable in satisfaction of, and payable at the same time as the interest upon the principal hereinbefore provided to be paid, the legal relation of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, but it is agreed that neither the existence of this clause nor anything done by virtue thereof shall render the Mortgagee, Mortgagee in possession, so as to be accountable for any moneys except those actually received.

AND further that if default shall be made in payment of any part of the said principal at any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the Mortgagee, and the Mortgagor doth hereby grant full power and license to the Mortgagee to enter, seize and distrain upon any goods upon the said

lands, or any part thereof, and by distress warrant to recover by way of rent reserved as in case of a demise of the said lands as much of such principal as shall from time to time be or remain in arrears or unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

PROVIDED that the Mortgagee on default of payment for one calendar month may, on one month's notice to the Mortgagor, enter on and lease or sell the said lands. The Mortgagee may lease or sell as aforesaid without entering into possession of the said lands. Should default continue for two months, a sale or lease may be made hereunder without notice. When under the terms hereof a notice is necessary, such notice may be effectually given either by serving same on the Mortgagor, or by leaving the same with a grown-up person on the said lands, if occupied, or by placing it thereon, or on any part thereof if unoccupied, or at the option of the Mortgagee by publishing the same once in some newspaper published in the said City of Victoria, and it shall be sufficient though not addressed to any person or persons by name or designation and notwithstanding any person or persons to be affected thereby may be unknown, unascertained or under disability, and such notice shall be sufficient though not otherwise addressed than "To whom it may concern." And that the Mortgagee may sell any of the said lands on such terms as to credit or part cash and part credit and otherwise as shall appear to it most advantageous, and for such prices as can reasonably be obtained therefor, and in the event of a sale on credit, or for part cash and part credit, the Mortgagee is not to be accountable for or charged with any moneys until actually received, and that sales may be made from time to time of portions of the said lands to satisfy interest or parts of the principal overdue and may make any stipulations as to title, or evidence or commencement of title, or otherwise as it shall deem proper; and may buy in or rescind, or vary and contract for sale of any said lands, and re-sell without being accountable for loss occasioned thereby. And for any of the said purposes may make and execute all agreements and assurances it shall think fit. And that the purchaser at any sale hereunder shall not be bound to see to the

propriety or regularity thereof. And that no want of notice or of publication when required hereby or other impropriety or irregularity shall invalidate any sale or lease hereunder, or purporting to be made hereunder, but the Mortgagee alone shall be responsible.

AND IT IS HEREBY AGREED that the Mortgagee may pay any liens, taxes, rates, charges or encumbrances upon the said lands, and moneys for insurance against damage by fire, tempest or lightning, and the amount so paid, together with all costs, charges and expenses (Solicitor's and otherwise) which may be incurred in taking, recovering and keeping possession of said lands, or inspecting, leasing, or selling the same, including all expenses of any abortive sale or sales, and generally in any other proceedings taken to realize the moneys hereby secured or to perfect the title to the said lands, or in connection with the demanding or collecting of moneys in arrear hereunder, shall be a charge on the said lands in favour of the Mortgagee and shall be payable forthwith by the Mortgagor to the Mortgagee with interest at the rate aforesaid until paid, and in default the power of sale hereby given shall be exercisable in addition to all other remedies. In the event of the money hereby advanced, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall stand in the position and be entitled to all the equities of the person or persons so paid off, whether any such charges or encumbrances have or have not been discharged.

AND IT IS HEREBY AGREED that the Mortgagor shall pay all costs, charges and expenses incurred in enabling his title to the property hereby mortgaged to be registered in the indefeasible fees register, which shall become payable forthwith and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid.

AND that if at any time the Mortgagee by reason of any default herein mentioned, receive from a sale or otherwise howsoever the whole amount of the said principal, or any portion thereof, it shall also be entitled to, and shall be forthwith paid by the Mortgagor, or may deduct from any moneys derived from the property by sale or otherwise, a bonus equal to three months' interest in advance at the rate aforesaid on the

said principal sum or on the portion thereof received.

AND that the Mortgagee may at its discretion at all times release any part or parts of the said lands or any other security for the moneys hereby received, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by it and without thereby releasing any other of the said lands or any of the covenants herein contained.

AND that upon the Mortgagor or those claiming under him committing any act of waste upon the said lands, or doing any other thing by which the value of the said lands shall or may be diminished, or making default as to any of the covenants or provisions herein contained, the principal and interest hereby secured shall at the option of the Mortgagee forthwith become due and payable.

IT IS AGREED that any erections, buildings or improvements hereafter put upon the said premises shall thereupon become fixtures and be a part of the realty and form a part of this security.

AND IT IS ALSO hereby understood and agreed that the Mortgagee may upon default whatsoever on the part of the Mortgagor in payment of any principal sum or interest hereby secured or in the observance of any of the covenants and provisions herein contained, appoint a receiver of the income of the mortgaged premises, or any part of parts thereof, and every such receiver shall be deemed the agent of the Mortgagors, and they shall be solely responsible for the receiver's acts or defaults; and the said receiver shall have power to demand, recover and receive all the income of the property of which he may be appointed receiver, by action, distress, or otherwise, either in the name of the Mortgagor or the Mortgagee, and to give effectual receipts for the same, provided that the said receiver may be removed and a new receiver appointed from time to time by the Mortgagee, by writing under the hands of any authorized agent or solicitor; and it is further declared that the receiver shall be entitled to retain out of the moneys received by him a commission of Five per cent (5%) on the gross receipts or such higher rates as any Judge of any Court having jurisdiction may allow, upon application to him for the purpose, and also all his disbursements in the collection of such income.

of such income.

AND the Mortgagor covenants with the Mortgagee that on default the Mortgagee at such time or times as it may deem necessary, and without the concurrence of any person, may make such arrangements for the repairing, finishing and putting in order of any building or improvements on the mortgaged premises, and for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged property as it may deem expedient, and all reasonable expenses, costs or charges, including allowances for the time and services of any agent of the Mortgagee or other person appointed for any of the above purposes shall be forthwith payable to the Mortgagee or its assigns, and shall be a charge upon the mortgaged property, and shall bear interest at the mortgage rate until paid.

IT IS ALSO HEREBY AGREED that all moneys hereby received by virtue of any policy or policies, may at the option of the Mortgagee, either be forthwith applied on suspense account or in or towards substantially rebuilding, re-instating and repairing the said premises, or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents, and in case of a surplus in or towards payment of the instalment next preceding in point of time of payment and so on until the whole of the principal hereunder shall be paid, and in case of a surplus then in or towards payment of the interest; or may be paid over in whole or in part to the Mortgagor or his assigns and in such case shall not be credited to the Mortgage account.

PROVIDED AND IT IS HEREBY DECLARED AND AGREED by and between the parties hereto, that all the covenants, clauses, agreements, powers, provisos and conditions herein contained, shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee, their heirs, executors, administrators, successors and assigns respectively. AND IT IS FURTHER AGREED that the word "Mortgagor" and "Mortgagee" and all words referring to the parties herein importing the masculine gender shall be construed as applicable to female as well as male parties, and all covenants herein contained on the part of the Mortgagor shall be construed as joint and several covenants.

PROVIDED FURTHER that nothing herein contained shall prejudice or affect any security held by the Mortgagee or any rights and remedies which the Mortgagee may have against any person or persons whomsoever for or in respect of the said indebtedness or any part thereof or release or discharge any person or persons liable to the Mortgagee as endorser, surety or Guarantor of the said indebtedness or otherwise.

AND the Mortgagor covenants with the Mortgagee that he will repay to the Mortgagee on demand with interest at the rate aforesaid all costs paid by it in or about or in defence of the title to the said lands or arising out of any default of the Mortgagor including solicitor's charges for recovery of moneys before issue of Writ.

AND IT IS HEREBY AGREED that until payment the amount thereof shall be a charge upon the lands and shall bear interest at the rate aforesaid.

AND IT IS HEREBY AGREED that payment of the principal and interest hereunder shall be made to the Mortgagee or its authorized agents at Vancouver, British Columbia, and on full payment being received by it it shall have reasonable time to obtain a proper discharge of the within Mortgage from the Mortgagee for delivery to the Mortgagor.

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED  
BY THE MORTGAGOR IN THE PRESENCE  
OF:- Kenneth Hugh Burent  
1689--62nd Ave. W.  
Vancouver, B. C.

T. Nakamoto

LAND REGISTRY ACT

For Maker of a Deed  
I HEREBY CERTIFY that, on the 9th day of December, 1931, at Vancouver, in the Province of British Columbia Toyojiro Nakamoto who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my hand at Vancouver, British Columbia, this 11th day of December in the year of our Lord One thousand nine hundred and thirty-one.

K. H. Burnet  
A Commissioner for taking Affidavits within  
British Columbia.

Dominion of Canada

Province of British Columbia

To Wit:

In the Matter of

Toyojiro Nakamoto

I, Kenneth Hugh Burnet

, of the City

of Vancouver

in the Province of British Columbia

Do Solemnly Declare that

1. I am aware of the matters referred to hereinafter save such as are expressed to be upon information and belief only.
2. Now produced and shown to me and marked exhibit A is a true copy of a mortgage dated the 9th day of July, 1931, given by the said Toyojiro Nakamoto to the said McLennan, McFeely & Prior Limited to secure the sum of \$1500.00 mentioned therein and which is executed under seal by the said Toyojiro Nakamoto.
3. With the exception of the following payments the said debt has not been paid.

1933	
Jan. 22 Cash	39.80
1936	
Apr. 1 Cash	10.00
	49.80

4. The balance of the said indebtedness namely One thousand four hundred and fifty dollars and twenty cents (\$1450.20) is justly and truly due and owing by the said Toyojiro Nakamoto to the said McLennan, McFeely & Prior Limited.

And I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

Declared before me

at

in the Province of

this

29

day of

December

A.D. 1944

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



509 Royal Bank Building,  
Vancouver, B. C.  
January 2nd, 1945

101 & 4533  
Legal Department

Messrs. Locke, Lane, Guild & Sheppard,  
Barristers and Solicitors,  
430 Granville Street,  
Vancouver, B. C.

Attention: Mr. Shumard

Re: Union Boat Works and  
Tokutaro NAKAMOTO

Dear Sirs:

Herewith you will find copy of communication received from Messrs. McLennan, McFeely & Prior Limited, together with copy of the enclosures.

There are no funds at credit of Nakamoto in this office. We are informed that the Mortgage was not recorded due to tax position and that the land was sold for taxes some time prior to the owner's evacuation.

Mr. W. G. Thomson has not sent us the statement as promised and under the circumstances we believe it advisable to direct Messrs. F. S. Ross & Sons to conduct an investigation. Enclosed you will find a copy of order that we are forwarding to Ottawa for signature of the Assistant Deputy Custodian.

We suggest you inform Mr. Thomson that if his promises to you are not fulfilled in the course of the next week, we will place the matter in the hands of Mr. Field.

Yours truly,

K. F. WRIGHT  
COUNSEL TO THE CUSTODIAN

KFW/JF  
Encl.

101  
4613 (Evan)  
Legal Dept.

507 Royal Bank Building,  
Vancouver, B. C.  
November 16th, 1944

Messrs. Locke, Lane, Guild & Sheppard,  
Barristers and Solicitors,  
470 Granville Street,  
Vancouver, B. C.

Attention: Mr. Sheppard

Re: Union Boat Works and  
Two (are) NAKAYOTO

Dear Sirs:

With reference to your communication of the 31st ultimo,  
will you kindly advise us if you have received a statement from Mr.  
Thomson.

We enclose herewith, for your information, copy of memorandum  
which we have today received from Mrs. McArthur, in connection with the  
above.

Yours truly,

E. V. WRIGHT  
COUNSEL TO THE CUSTODIAN

KWW/JF  
Encl.

E.I.M. SECTION	
Rec'd	NOV 16 1944
File No.	
Ans'd	
Ref'd	

Files 4633 and Int. 101.

November 15, 1944.

**MEMORANDUM.**

To: Mr. Wright.

From: A. G. McArthur.

Attached are files Union Boat Works, Int. 101 and Toyojire NAKAMOTO, File 4633.

On looking through File 4633 I notice that according to a letter of Messrs. Locke, Lane, Guild & Sheppard dated September 16, that Mr. Smith on July 30, 1943 when last in that office, left a memorandum to the effect that if he should suddenly die before the affairs of the Union Boat Works were cleaned up, to call Mr. John Currie, Royal Bank, Denman and Georgia, and Mr. George Watson, Canadian Atlas Diesel Engines Ltd., who would arrange to have the estate cleaned up. I do not see in the subsequent correspondence any indication that these men have been called upon to assist in settling Union Boat Works affairs. In view of the difficulty which Mr. Thomson appears to be having and his inability to present even a preliminary statement, I think he should be asked to turn the matter over to these persons in whom Mr. Smith evidently had confidence.

Further the file does not show that Letters of Administration have actually been taken out nor that Mrs. Smith, the widow, who according to the letter of Messrs. Locke, Lane, Guild and Sheppard has instructed Mr. Thomson to look after the affairs of the estate, has actually been named Administratrix. When Mr. Smith was permitted to act as liquidator of the interest of Nakamoto at the time Bensons offered to buy this boat works, it was understood and agreed by Mr. Smith that the winding up would be carried out under the direction of our solicitors, Messrs. Locke, Lane, Guild & Sheppard. This was the condition upon which the Custodian agreed that other than the liquidator named by ourselves would be allowed to complete the sale and give an accounting. I suppose the Administrator of Mr. Smith's estate would be obligated to follow this same direction which apparently has not been done.

While this whole matter is being gone into, the matter of the vesting of the shares in the Union Trading Co. Ltd., might be given consideration since the Custodian might wish to inquire into the distribution of the proceeds from the sale of the fishing vessels which belonged to that company, particularly if in the distribution

(over)

of the share interests of the Union Boat Works it is found that Nakamoto does not receive enough from that source to meet his personal obligations. Apart from the \$1500.00 claim of McLennan, McFealy & Prior Ltd., against Nakamoto which is disputed, and which is only a contingent liability in any event, I do not know of any personal debts unless some should arise if the partnership should be found insolvent.

*AM*

AGM:AS

Since dictating the above, Mr. Barnett of Mac & Mac has telephoned to say that T. Nakamoto's liability is by way of his guarantee of his account against the Sidwell Boat Works. The Sidwell boat works was owned by a brother of T. Nakamoto who, according to Mr. Barnett gave a mortgage to Cass, Mac & Mac claim with T. Nakamoto on the account. Apparently Sidwell Boat Works was a limited company which went into liquidation. Since an account of this I have asked Mr. Barnett to

furnish as with full particulars.

*AM*

Files Nos. 101 (Int)  
4633 (Evac)

October 31st, 1944

MEMORANDUM

TO: MRS. A. G. MCARTHUR

FROM: MR. K. W. WRIGHT

RE: Toyofiro NAKAMOTO and Union Trading Company

I was over at Mr. Sheppard's office yesterday and discussed Mr. W. C. Thomson's failure to provide the office with the information that we required herein. Mr. Sheppard telephoned Mr. Thomson while I was there and pointed out that Messrs. McLennan, McFeely & Prior Limited desired information from the Custodian relative to the payment of their account. Mr. Thomson advised Mr. Sheppard that unforeseen problems had arisen in connection with this Estate. The collections were not coming in and other claims had been filed, including a claim of \$1,100.00 for rent.

Mr. Thomson again referred to the fact that they were having some difficulty arriving at proper balances due to the state the books were in. He informed Mr. Sheppard that he would have a statement for him in fifteen days, and Mr. Sheppard agreed to follow the matter up closely and report to us again about the middle of November.

  
K. W. WRIGHT

KWW/JF  
C.C. MR. SHEARS

Files Int. 101 and  
Evac. 4633

October 23, 1944.

MEMORANDUM.

To: Mr. Wright.

From: A. G. McArthur.

Re: Enemy File 101, Union Trading  
Company and Union Boat Works.

Enemy file 101 appears to contain two distinct  
estates, namely :

- (1) The Union Trading Company Ltd., whose principal assets were fishing vessels now liquidated with proceeds paid to W. G. Thomson, Barrister, Vancouver. The principal shareholders are Toyojiro Nakamoto - 10 shares, Toku Nakamoto (wife) 7980 shares, and Andrew Scott Smith - 10 shares. There appears to be no record of the distribution of funds to the shareholders none of whom are considered enemies. The Company has been handled as an Enemy because of the uncertainty as to ownership of an unsecured liability of the company in the sum of approximately \$5000.00.
- (2) The Union Boat Works, which is a partnership between Toyojiro Nakamoto and Andrew Scott Smith now deceased. The chief asset of this partnership was a boat building business and equipment together with bills receivable. This partnership has been dealt with as an evacuee estate, the chief asset having been sold to Benson Bros. The matter was referred to you when difficulty arose in obtaining an accounting from W. G. Thomson, Administrator of Smith's estate. This partnership and the limited company do not appear to have any connection except insofar as personnel is concerned.

I think this file should be separated with the Union Boat Works correspondence transferred to Nakamoto's personal file, treating the partnership interest as part of his personal estate.

The shares in the Union Trading Co. Ltd. have not been vested nor has Thomson been asked for an accounting of the respective evacuated share interests in this company.

*A. G. McArthur*

*Trans to Mr. Wright  
Pls. advise files  
accordingly & return  
same to me as it appears  
desirable to add to  
to microfilm  
indicate approval  
H. W. N.*

AGM:AS

*Not  
Reviewed  
with this  
memo  
OK*



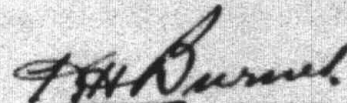
The Custodian

October 18, 1944

will you please be kind enough to forward a cheque. if on the other hand you are not in funds will you at least obtain an accounting and let us know what the situation is.

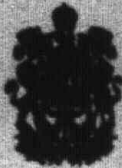
Yours truly

MCLENNAN, McFEELY & PRIOR LTD.



Credit Department

KMB:HW  
18/10/44



NATIONAL REVENUE, CANADA  
(CUSTOMS AND EXCISE DIVISIONS)

Port of Vancouver  
Ansd. February 23, 1944

Custodian of Enemy Property,  
675 West Hastings Street,  
Vancouver, B. C.

Dear Sirs: RE: Union Boat Works (T. Nakamoto)

The Department has a claim against the above company on account of sales tax and penalty interest in the amount of \$76.57 and it is the intention to make demand for payment on one of the former partners, Mr. T. Nakamoto. It would be appreciated if you would kindly furnish this office with Mr. Nakamoto's present postal address.

Yours truly,

*A. Carmichael*  
(A. Carmichael)  
Collector of Customs & Excise

GVB:MS

*2/25/44*  
*file*  
*K. W. W.*

ENEMY SECTION

Rec'd FEB 23 1944

File No.

Ansd. MR PEERS

February 23, 1944

EVACUATION SECTION

Rec'd FEB 23 1944

File No. 101-4638

Ans. MR PEERS

File No. 4633 &  
Int. 101.

MEMORANDUM

2-22-44

ENEMY SECTION	
Rec'd	FEB 21 1944
File No.	
Ans'd	
Refer'd	

To: Mr. Wright  
From: Mr. Milson

February 21st, 1944

Re: Union Boat Works, and  
Toyotiro NAKAMOTO

Referring to your memo of February 11th, I have been endeavouring to get in touch with Mr. Thomson. I had an appointment with him at 3 p.m., Thursday, Feb. 17th and when I called he was too busy to see me and told me to call him next morning for an appointment, which I did. He was still too busy to make an appointment and stated that he would call me when he could see me, which he has not yet done.

Do you think a letter from you stating that you will turn the matter over to Messrs. P.S. Ross & Sons until we can get the desired information from him would be effective?

GDM/GH

*Mr. Thomson  
If you do not hear from  
Mr. Thomson by Monday 28th inst  
Call him again for appt &  
let me know the results pls.  
K.W.W.*

*Thomson will call me  
13 will have full information by 17*

Files #4633 & Int. 101

MEMORANDUM

February 11th, 1944.

TO: Mrs. A. Weirther

FROM: Mr. E. V. Wright

Re: Claims of Melancon, McFadyly & Prior Ltd.  
Partnership - \$9.31  
Nakamoto personally - \$1500.00

In reply to your enquiry I think the situation insofar as the Custodian is concerned should be made clear to the above named creditors by letter. Tell them that under Agreement of 30th June, 1943, the Union Boat Works was sold and A.S. Smith, one of the partners, undertook to wind up the business and pay to the Custodian the distributive share of Nakamoto. Advise that since then we have pressed for completion but the matter has been delayed by reason of Smith's death.

You might also say that Mr. F. C. Thomson has been instructed by the personal representatives of the deceased to wind up the affairs as it is now the duty of the personal representatives to account to the Custodian for the share of Nakamoto.

Advise that we have no funds at credit and that information reached us early this month to the effect that the personal representatives are experiencing some difficulty with the accounts. Particulars of the partnership account-\$9.31- should be forwarded by them to Mr. Thomson and no doubt he will gladly give them further information as to the present position of the matter.

Their claims for \$1500.00 has been filed and funds as if and when received will not be paid to Nakamoto until such time as the claims of his personal creditors have been investigated.

KWW/s

E. V. WRIGHT

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, K.C.  
W. S. LANE C. H. GUILD, K.C. (MAN)  
F. A. SHEPPARD, K.C. (BANK) H. L. YULE  
J. R. YOUNG S. C. LANE  
C. C. LOCKE

703 Rogers Building

Vancouver, B.C.

ENEMY SECTION  
TELEPHONE, PACIFIC 2117  
Rec'd DEC 20 1943  
File No.  
Mr's'd  
Refer'd MRS M'ARTHUR

December 18th, 1943.

Office of the Custodian,  
912 Royal Bank Building,  
675 West Hastings Street,  
VANCOUVER, B.C.

Attention Mr. McArthur

Dear Sir:-

Re - Union Boat Works and Toyojiro  
Nakamoto- Files No. 4633 and Int. 101

As this matter is now completed we enclose  
herewith our account in duplicate. This should be paid by  
the personal representative of Smith who holds all the  
partnership assets for the purpose of administering the  
partnership. Mr. W.C. Thomson, Rogers Building,  
Vancouver, B.C. is the solicitor for the estate and the  
account might be sent on to him.

201722  
Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,  
A. W. S.

Per :-

FAS/EB.  
Encl.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, K.C.  
W. S. LANE C. K. GUILD, K.C. (MAN)  
F. A. SHEPPARD, K.C. (BARR.) K. L. YULE  
J. R. YOUNG S. C. LANE  
C. E. LOCKE

703 Rogers Building

Vancouver, B.C.

September 16th 1943

EVACUATION	RECEIVED
SEP 20 1943	
File No.	4633
Ans.	
Referred	W. C. Thomson

Office of the Custodian,  
506 Royal Bank Building,  
675 West Hastings Street,  
VANCOUVER, B.C.

Attention Mr. McArthur

Dear Sir:-

Re - Union Boat Works and Toyojiro  
Nakamoto - Files No. 4633 and Int. 101

We reported on this matter on July 30th in that it was completed insofar as we were concerned. There remained for the partner Andrew S. Smith to get in the Accounts Receivable and account to the Custodian for the share of Nakamoto. On August 16th Mr. Smith wrote us that he had been in bed since July 30th and that his daughter Mrs. Burraston was assisting in winding up the partnership, at which time involved getting in the accounts receivable. We today learned that Mr. Smith has died. On July 30th when last in this office he left us a memorandum to the effect that if he should suddenly die before the affairs of Union Boat Works were cleaned up to call Mr. John Curry, Royal Bank, Denman St. and Georgia, and Mr. George Watson, Canadian Atlas Diesel Engines and they will arrange to have the estate cleaned up.

Mr. W.C. Thomson, Solicitor in this building, has now informed us that he has been instructed by Mrs. Smith to look after the affairs of the estate. We would think that when Letters are taken out the duty would devolve upon the personal representative of A.S. Smith to account to the Custodian for the share of Nakamoto. For your information we are enclosing an Affidavit, as to the Creditors of the firm, under the Bulk Sales Act taken by Mr. Smith in making title for the purchaser.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :-

FAS/EB.  
Encl.

TERMINAL HOLDING CO. LTD.

610 Bidwell Street,  
Vancouver, B. C.,  
September 13th, 1943.

Custodian of Enemy Property,  
675 West Hastings Street,  
VANCOUVER, B. C.

EVACUATION SECTION	
Rec'd	SEP 20 1943
File No.	4633
Ans.	
Referred	Mr. Arthur J. Russell

*Top 1000*  
*and to Russell*

Dear Sir:

We have an account against the Union Boat Works, formerly run by A. Smith and T. Nakamoto. Mr. Smith who is recently deceased, attended to all business we had in connection with this firm after Mr. Nakamoto was removed from British Columbia. At the present time we have an account of \$900.00 arrears of rent against this firm, also a water bill of 18 months which amounts to \$ 240.35.

We should be pleased if you would inform us who has to pay these accounts as they are now considerably over due.

Thanking you in anticipation of an early reply, we remain,

Yours truly,

TERMINAL HOLDING CO. LTD.

Per ..... *J. McDonald*

JMcD:C

*See reference to this letter  
to James H. Russell. Oct 7/43.*

# UNION BOAT WORKS

BOATS & SCOWS BUILT. MARINE REPAIRS & PAINTING OF ALL KINDS

MACHINE SHOP IN CONNECTION

FIRST CLASS WORKMANSHIP GUARANTEED

2335 West 14th Avenue,

VANCOUVER, B. C.

VANCOUVER, B. C., August 16th,

1945

BOAT BROKERS	
REGISTRATION SECTION	
d. AUG 17 1945	
No.	
Fee	
Deferred	<i>McArthur</i>

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

Attention Mrs. A.G. MacArthur

Dear Sirs:-

In the matter of the liquidation of the Union Boat Works I wish to advise that matters pertaining to same have been brought as far forward as possible and bills receivable are now having attention. Until such time as these bills have been paid or set up on a definite basis of payment not much can be done towards the making of the final statement.

Unfortunately I am under a doctor's care and confined to bed, and expect to be so confined until nearly the end of August. However, I have the assistance of my daughter, Mrs. Emily Burraston, who was a member of your office staff until recently, and she will be able to care for matters requiring attention.

I am hopeful by the beginning of September to be able to produce a final statement, which will show the final standing of the affairs of the partnership; but I might also add that owing to the difficulty in finding buyers for various equipment and parts which Mr. Benson would not take over, the final clean-up is going to take some time. If I am able I shall call on you early in September or communicate with you by mail with a full report as of that time.

Thanking you for your kind consideration in this matter.

Yours very truly,

UNION BOAT WORKS.

Per

*A. S. Smith*

AS/EB.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, K.C.  
W. S. LANE C. K. GUILD, K.C. (MAN)  
F. A. SHEPPARD, K.C. (BANK) K. L. YULE  
J. R. YOUNG S. C. LANE  
C. E. LOCKE

703 Rogers Building

Vancouver B. C. *out there*

July 30th, 1943.

EV/CU	TION
CABLE ADDRESS, "MAYERS"	
REC'D TELEPHONE, PACIFIC 7137	
FILE NO.	AUG 2 1943
ANS.	
Referred	<i>McArthur</i>

Office of the Custodian,  
506 Royal Bank Bldg.,  
675 West Hastings Street,  
VANCOUVER, B.C.

Attention Mr. McArthur

Dear Sir:-

Re - Union Boat Works and Toyojiro  
Nakamoto- Files No. 4633 and Int. 101

This matter has now been completed. We have prepared the Agreement of Sale dated June 30th, 1943 between Smith and Nakamoto as Vendors and Benson as Purchaser, duplicate originals of which we enclose herewith. In addition thereto we have prepared the Bill of Sale of the equipment, machinery and tools and of the inventory and delivered those Bills of Sale to Messrs. Caple & Shannon, solicitors for the Purchaser, Benson. There were five charges registered against the chattels and discharges of these have been obtained. We have also obtained Statutory Declaration required under the Bulk Sales Act prepared for Mr. Smith who has obtained the appropriate waivers required by that Act and on delivery of those waivers today to Messrs. Caple and Shannon they delivered to us certified cheques payable to Smith for \$7500.00 and \$1270.58, being the considerations for the sale. You will remember that the agreement provided for payment of the purchase monies to Smith and for his accounting to you as Custodian of the distributive share of Nakamoto. All the creditors have been paid by Smith excepting one and that creditor will be paid immediately from the funds now available to him. He will, therefore, be accounting to you shortly but a complete account will involve getting in the Accounts Receivable of the partnership; also Mr. Smith is at present sick with a bad heart and must rest, that may delay the matter slightly. Messrs. Caple and Shannon have requested a letter from the Custodian stating that you have no objection to this sale. The delivery of that letter will complete making payment.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,  
*WLS*

FAS/EB

Per;

File #101

MEMORANDUM

July 13th, 1943. *2- Index Co*

TO: MR. R. P. ALEXANDER

FROM: MR. K. W. WRIGHT

Re: Toyojiro NAKAMOTO, #05749, and  
Union Boat Works.

We wish to acknowledge receipt of your memo of 12th instant.

Included in above named's debts in connection with operation of Union Boat Works is an amount of \$5,000.00, which is being held in the Bank pending decision regarding true ownership. In one instance, Nakamoto stated this was a debt owing to T. Shirakashi of Portland, Oregon. It happens that this is also the maiden name of Nakamoto's wife, and he has since stated that the \$5,000.00 was transferred to her in order to avoid seizure under an action launched against him by one Einstoss of New York.

It would therefore appear advisable for us to hold the marriage certificate of Toyojiro Nakamoto and T. Shirakashi until decision is reached.

KWW/W

*[Signature]*  
K. W. WRIGHT

RECEIVED SECTION	
Rec'd	JUL 13 1943
File No.	4633
Ans.	<i>[Signature]</i>
Referred	<i>Alexander</i> - out

29/6/43

THIS AGREEMENT made in duplicate this 20<sup>th</sup> day of June  
A.D. 1943.

BETWEEN:

ANDREW SCOTT SMITH, of 2335 West  
14th Avenue, in the City of Vancouver,  
in the Province of British Columbia, and  
TOYOJIRO NAKAMOTO formerly of 55 East 47th  
Avenue, in the City of Vancouver, in the  
Province of British Columbia, now of  
Celista, in the said province,

Hereinafter referred to as the  
VENDORS OF THE FIRST PART.

AND:

ALBERT CARL BENSON, of 1705 West Georgia  
Street, in the City of Vancouver, in the  
Province of British Columbia,

Hereinafter referred to as the  
PURCHASER OF THE SECOND PART.

WHEREAS the Vendors are partners in and have been  
carrying on business under the name, style and firm of  
Union Boat Works at 607 Bidwell Street (being on the rear  
portion of the premises known as 1703 Georgia Street, Van.  
B.C.) Coal Harbour, in the City of Vancouver, in the Province  
of British Columbia;

AND WHEREAS the Vendors have agreed to sell to the  
Purchaser and the Purchaser has agreed to purchase from  
the Vendors those assets of the said firm hereinafter  
particularly described on the terms and conditions herein-  
after contained ;

WITNESSETH that in consideration of the mutual covenants and agreements herein contained the Parties hereto agree each with the other as follows :-

1. The Vendors agree to sell to the Purchaser and the Purchaser agrees to purchase from the Vendors :-

- (a) The boat building machinery, tools and equipment of the said firm, situate on the premises occupied by the firm at 607 Bidwell Street, aforesaid, but not including the building or irremovable fixtures, and for further particularity but not to restrict the generality of the foregoing to include the chattels in Schedule "A" hereto annexed and identified by the signatures of the Parties hereto.
- (b) The leasehold interest of the firm, if any, under an oral lease from month to month from Terminal Holding Company Limited as Lesser of the One Part, and the said firm as the Lessee of the Other Part, leasing the said premises at 607 Bidwell Street aforesaid to the said firm and subject to the rent reserved and the terms and conditions of the said lease.
- (c) The stock on hand at the said premises of the said firm consisting of lumber, nails, bolts and hardware used in the repairing and building of boats.

at and for the price as follows :-

- 1. For the chattels and leasehold interest under Items (a) and (b) aforesaid the sum of Seventy-five Hundred (\$7500.00) Dollars, and
- 2. For the stock on hand under item (c) aforesaid, at the invoice cost to the said firm to be determined by inventory

to be taken by the Parties hereto, payable in cash against the Bill of Sale of the chattels and delivery of possession of the said premises and chattels.

2. The Parties hereto do mutually agree :-

- (a) To do all things necessary to complete the purchase with all reasonable despatch.
- (b) The Purchaser shall have the right to possession upon the completion of the purchase in the manner hereinbefore provided and not previously.
- (c) Adjustments, if any, shall be taken as of June 30th, A.D. 1943.

3. The Vendors covenant to grant to the Purchaser by registerable Bill of Sale, clear of encumbrance, all the chattels in Items (a) and (c) aforesaid.

4. Nakamoto of the Vendors does hereby authorize the said Smith of the Vendors to wind up the partnership, to collect all monies payable to the said firm including the monies payable by the Purchaser herein pursuant to this Agreement, to pay the obligations of the firm to the respective creditors thereof and to pay to The Custodian of Enemy Property the distributive share of the said Nakamoto.

5. The Purchaser covenants and agrees to pay the purchase monies to the said Smith of the Vendors at the time and in

manner hereinbefore provided.

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 :

*Joe Brown*  
Postmaster  
Celesta B.C.

*T. Nakamoto*

*A. & A. Smith*  
*J. H. Shepard*  
*701 Hayes St. Vancouver B.C.*

*A. Smith*

*M. C. Caple*  
*911 Hayes St.*  
*Solomon*  
*or to signature of*  
*M. C. Benson*

*A. Benson*

76 4633

March 29, 1943.

MEMORANDUM.

Re: Towalire NAKAMOTO, Reg. #93749.

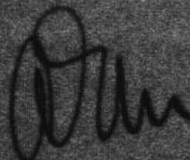
The following procedure was confirmed relative to settling this estate.

To allow Mr. A. S. Smith to wind up the partnership if Nakamoto is agreed to his acting as liquidator.

It will be necessary for Mr. Smith to engage a solicitor to look after the advertising and the interests of creditors. The Custodian will reserve the right to name the solicitor (Mr. Sheppard).

Upon investigating the statements of this partnership if anything should appear unsatisfactory, P.S. Ross & Sons should be asked to investigate.

All charges in this matter should come out of the partnership if possible, but of course in any event Mr. Nakamoto's share only may be cared for by this office.



A. G. McArthur.

AGM:AS

File #4633

March 25, 1943.

MEMORANDUM.

Re: Toyofiro NAKAMOTO, #05749, and Union  
Boat Works, Coal Harbour, Vancouver.

Mr. A. S. Smith and Toyofiro NAKAMOTO are engaged in a boat-building partnership known as the Union Boat Works, Coal Harbour, Vancouver.

at  
Statements of assets and liabilities as December 31, 1942, and profit and loss January 1st to December 31, 1942, are on file.

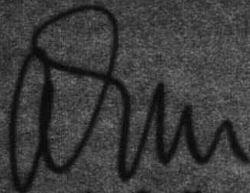
Also on file is an agreement between Mr. Smith and Nakamoto dated March 25, 1942 which gives Mr. Smith authority to sell the business, subject to the price being approved by Nakamoto. Nakamoto was evacuated to Celista, B. C. on March 27, 1942. A copy of this agreement is at the beginning of the file.

Mr. Smith now proposes to wind up the partnership, selling out to the Benson Shipyard Ltd. at a price of \$7,500.00, which has been tentatively offered, dependant upon obtaining certain Government contracts. A copy of this offer is on file.

Mr. Smith has written to this office asking for written authorization to proceed with this deal and asking for instructions concerning the winding up of the business.

There are both personal and partnership debts owing by Nakamoto, and this is the case in which the true ownership of \$5000.00 was brought into question, which is now held in the Bank until a decision is made. Details of this angle of the situation are to be found in the Union Boat Works file, Int. 104.

There is nothing on file to show the amount of a claim said to have been made by Einstoss against Nakamoto, (see memo on file dated February 25th,) nor whether the action commenced by him was settled, but Mr. Smith gave me to understand that the \$5000.00 placed in the maiden name of Mrs. Nakamoto, was transferred to her to avoid seizure under the action of Einstoss.



A. G. McArthur.

AGM:AS

Int. 101

~~4633~~

March 29, 1943.

Mr. Toyojiro NAKAMOTO,  
Registration No. 05749,  
Calista, B. C.

Dear Sir:

Re: Your property in the protected area  
of British Columbia.

On the 8th of March you were written to by this office relative to a claim against you of \$1500.00 in the name of Messrs. McLennan, McFeely & Prior Ltd. Again on March 10th declaration forms were sent to you with a request that you supply the Custodian with information concerning your affairs in the protected area. At this date no reply has been received from you.

In the meantime, we have been approached by Mr. A. S. Smith, who has been in partnership with you in the Union Boat Works, and he has advised us that there is a tentative purchaser for the joint interests of yourself and Mr. Smith in the boat works who has offered the sum of \$7,500.00 cash. Mr. Smith has advised us that he has not received in writing your approval of this price, and we would therefore ask you to reply without delay, preferably by wire, stating whether the sum of \$7,500.00 would be satisfactory to you.

We enclose herewith a copy of statements of assets and liabilities, as at December 31, 1942, and profit and loss covering a period January 1st to December 31st, 1942. Would you please be good enough to check these statements, and if you are satisfied that they are correct, sign your full name and return at once to this office.

When returning these documents we would request that you state whether you admit the claim lodged against you by Messrs. McLennan, McFeely & Prior Ltd.

Yours truly,

A. G. McArthur,  
Administration Department.

AGM:AS  
encl.

101  
File #4695

March 25, 1943.

MEMORANDUM.

Re: Toyojiro HAKAMOTO, #05749, and Union  
Boat Works, Coal Harbour, Vancouver.

Mr. A. E. Smith and Toyojiro HAKAMOTO are engaged in a boat-building partnership known as the Union Boat Works, Coal Harbour, Vancouver.

at  
Statements of assets and liabilities as December 31, 1942, and profit and loss January 1st to December 31, 1942, are on file.

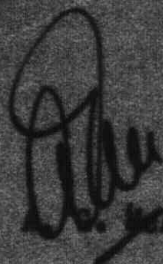
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There are both personal and partnership debts owing by Hakamoto, and this is the case in which the true ownership of \$5000.00 was brought into question, which is now held in the Bank until a decision is made. Details of this angle of the situation are to be found in the Union Boat Works file, Int. 101.

There is nothing on file to show the amount of a claim said to have been made by Kinross against Hakamoto, see memo on file dated February 25th, nor whether the action commenced by him was settled, but Mr. Smith gave me to understand that the \$5000.00 placed in the maiden name of Mrs. Hakamoto, was transferred to her to avoid seizure under the action of Kinross.

  
W. McArthur.

AGM:AS

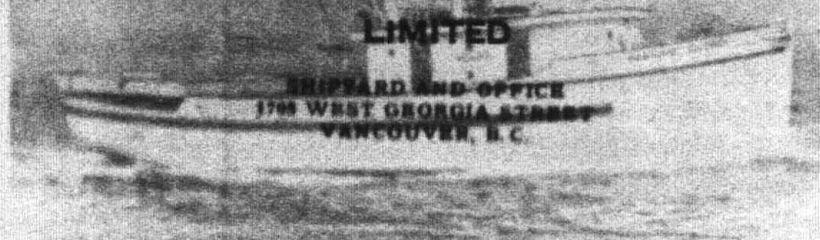
Phone: Marine 2543

Night Phones: Marine 3706  
Bayview 2331-R

# A. C. BENSON SHIPYARD LIMITED

MARINE WAYS  
BOAT REPAIRS  
ELECTRICAL WORK  
ETC

All agreements subject to  
acts of God, war, accidents,  
fire, strikes, lockouts, riots  
and other causes beyond  
our control.



BUILDERS AND DESIGNERS  
TUGS  
FISH PACKERS  
FISHING CRAFT

March 19th, 1943.

RECEIVED SECTION	
DATE	MAR 20 1943
FILE NO.	4633
NAME	
INITIALS	McArthur

Mrs. A. G. McArthur,  
Office of the Custodian of Enemy Property,  
Royal Bank Building,  
Vancouver, B. C.

Dear Madam: Reference File No. 4633

We herewith offer to purchase  
Machinery and tools of the Union Boat  
Works, foot of Bidwell St., together  
with the occupancy of the building, for  
the sum of Seven thousand five hundred  
(\$7,500) Dollars, subject to anticipated  
Government Contracts.

Yours truly,

A.C. BENSON SHIPYARDS LTD.

ACB/FM

Pres.

*Al Benson*

*McArthur #4633*

# UNION BOAT WORKS

BOATS &amp; SCOWS BUILT. MARINE REPAIRS &amp; PAINTING OF ALL KINDS

MACHINE SHOP IN CONNECTION

FIRST CLASS WORKMANSHIP GUARANTEED

FOOT BIDEWELL ST., COAL HARBOUR.

VANCOUVER, B. C.,

March 18

19 43

*When Smith is liquidated  
adv. for creditors*

EVACUATION SECTION	
Rec'd	MAR 19 1943
File No.	4633
Ans.	
Referred	McArthur

Department of Secretary of State,  
Office of Custodian,  
Royal Bank Building,  
Vancouver, B. C.

Dear Sirs:

ATTENTION MISS McARTHUR  
re: T. Nakamoto - File Number 4633

I am in receipt of your favor of the 17th instant relative to the interest of my Partner T. Nakamoto, in the Union Boat Works. As previously advised, I am endeavoring to clean up this situation and have offered the Assets of the Partnership for sale at a price of \$7500.00 for Machinery, Tools, & Equipment, plus value of construction materials which may be on hand at time of transfer. These figures are in accordance with values as tentatively set by Nakamoto and the writer, just previous to Nakamoto's departure, and are undoubtedly agreeable to him.

Negotiations for such a sale are under way but a sale is not definite at present and is subject to the prospective buyer securing certain contracts for construction of ships for the armed services. Owing to work now in progress, if a deal is consummated, it will be the middle of May before transfer could be made, but this is agreeable to the prospective buyer. I would like your written authorization to proceed with this tentative deal provided the buyer is agreeable, and would also like to know what you have in mind regarding the system of handling the winding up of this business. I would suggest that when all the work now in progress has been completed that Inventory be taken and the selling price arrived at, after which all a/c Payable shall be settled. It may take sixty days in which to obtain payment of the a/c Receivable, but when these are in division of shares can then be made.

# UNION BOAT WORKS

BOATS & SCOWS BUILT. MARINE REPAIRS & PAINTING OF ALL KINDS

MACHINE SHOP IN CONNECTION

FIRST CLASS WORKMANSHIP GUARANTEED

FOOT BISHWELL ST. COAL HARBOUR.

VANCOUVER, B. C.,

March 18

19 43

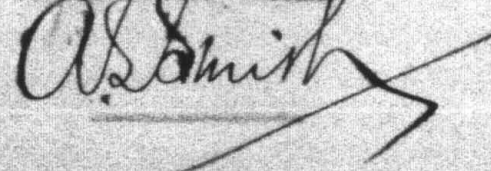
Miss McArthur

(2)

I understand that no monies may be paid directly to Nakamoto and that the entire proceeds of his interest shall be payable to the Custodian of Enemy Property and sent to your office.

Yours very truly,

UNION BOAT WORKS



per:

AS:PW

4633

March 17, 1943.

Mr. A. S. Smith,  
c/o Union Boat Works,  
Ft. of Edgewell Street,  
Vancouver, B. C.

Dear Sir:

Re: Toyojiro MAKAMOTO, File #4633.  
and Union Boat Works.

During your recent visit to this office you suggested that you hoped to be able to dispose of the interest of Makamoto in the Union Boat Works. This we understand you proposed to do under an agreement made between yourself and Mr. Makamoto in March of 1942.

As set out in our letter to you of February 12th however, the interest of all persons of the Japanese race evacuated from the protected area became vested in the Custodian and it will therefore be necessary that the consent of this office be obtained before any transaction involving Makamoto's interest can be consummated. Under no circumstances may money be sent direct to the Japanese person. All cheques should be made payable to the Custodian of Enemy Property and sent to this office.

We understand that negotiations are now under way relative to the Union Boat Works, and we will be glad to co-operate in every way to complete this deal in a satisfactory manner to all concerned.

Yours truly,

A. G. McArthur,  
Administration Department.

AGM:AS

# ASSETS & LIABILITIES      UNION BOAT WORKS      AS AT DEC. 31/42

## Assets:-

Cash in Bank	598.47	
Accounts Receivable	3742.12	
" " Ideal Iron Wks.	77.45	
Victory Bonds	10.00	4428.04
Value of Work in Progress	6879.30	
Materials on Hand	1928.78	8808.08
Pay Roll Advances		61.19
E. C. Electric Deposit on Power		30.00
Workmen's Tools		81.77
Unexpired Insurance		56.70
Office Equipment		255.09
Tools, Machinery & Equipment		5811.05
		<u>19531.92</u>

## Liabilities:-

Union Trading Co. Loan	612.86	
A/C Payable Trade	4740.93	
Workmen's Compensation Board	492.33	
National Revenue Dept.	2288.44	
Sales Tax	.64	
De Walt Saw Company	75.00	
Mohamman, McFeely & Prior A/C	779.33	8989.53
Royal Bank		2000.00
Advances against Work in Progress		1009.21
		<u>11998.74</u>
Loans for Partners:		
T. Nakamoto	1405.00	
A. S. Smith	480.00	
	<u>1885.00</u>	
Surplus	5648.18	7533.18
		<u>19531.92</u>

## Partners Equities:

T. Nakamoto	1/2 Share	2824.09	
	Loan	1405.00	4229.09
A. S. Smith	1/2 Share	2824.09	
	Loan	480.00	3304.09
			<u>7533.18</u>

*Profit Loss Statement for Accounting Period January 1 to December 31, 1942*

WORK IN PROGRESS

AT DEC. 31, 1942.

<u>Forlier Pass</u>	Labor:	1571.63	
	Materials:	410.24	1981.87
<u>Report</u>	Labor:	675.71	
	Materials:	233.72	909.43
<u>Shine</u>	Labor:	44.35	
	Materials:	341.15	385.50
<u>Pacific Queen</u>		2.50	2.50

Turner's Boat Works

2 - 26 ft. Lifeboats @ \$700.00 1400.00

Burrard Dry Dock

1 - 28 ft. Lifeboat 1000.00  
2 - 20 ft. Lifeboats @ 600.00 1200.00 2200.00

*Value of work in progress* 6879.30

Revenues 53269.45

" Special 500.00

*Income Earned* 60448.75

Expenses:

Machine Shop Expense 163.27  
General Expense 2427.02  
Labor 30277.84  
Rent 1800.00  
Insurance 378.84  
Loss unexpired 56.70 322.14  
Bad Debts 82.89  
Unemployment Insurance 160.37

Materials 28536.76  
Less Inventory 1928.78 22607.98

57841.51

Drawing:

T. Nakamoto 421.57  
A. S. Smith / 2100.00 2521.57 60363.08

*Depreciation* 485.67

# ACCOUNTS RECEIVABLE AS AT DEC. 31, 1942

A. Ahnulevich	32.90	
A. B. Packing Co. Ltd.	469.48	
Capt. John Car		1000.00
Dunaresq Brothers	661.31	
John Eglund	34.15	
Frank Hooten	25.00	
East Coast Herring Fisheries	278.37	
G. Kolosoff	24.25	
Harry Martin	7.50	
G. Nakamura	233.46	
Hootka Packing Co.	66.51	
H. Priestley	139.55	
Q. C. Fisheries Ltd.	277.92	
W. Shannon	34.70	
Wm. Gourlay "Horeen"	29.85	
M/V "Zonelleo"	225.80	
Propeller Repair Shop	1.50	
R. M. McLora	40.00	
M/V "Shima"		9.21
Turner's Boat Works	991.35	
Union Trading Co. Limited		612.86
Jack Wood	47.60	
Wright Shipyards	7.50	
A. E. Willison	1.00	
Mr. Webster M/V "Martha"	65.28	
Mr. Wood	34.84	
R. C. Walsh Limited	12.50	
	<u>1622.07</u>	
	<u>83742.12</u>	

# ACCOUNTS PAYABLE AS AT DECEMBER 31, 1942

A. J. Barker	213.75
British America Paint Co.	46.71
B. C. Wharf	20.00
R. P. Bovey Ltd.	84.15
Canadian Atlas Diesel Engine Co.	8.00
Canadian Liquid Air Co.	9.70
Cylinder Grinders	25.50
Evans, Coleman & Evans Ltd.	6.75
J. Fyfe Smith	1930.61
Gordon & Salyen Ltd.	132.41
Humphreys	49.55
Lipsett's	231.10
Marine Electric	17.90
Marshall Wells (B.C.) Ltd.	40.49
J. A. Matheson	230.00
Merchant's Cartage	6.00
Pilkington Bros.	66.00
Propeller Repair Shop	70.13
Pumps & Power Ltd.	22.55
Reliance Motor & Machine Works	13.00
Ross & Howard Iron Works	5.54
Ryan's Messengers	12.80
Simson-Maxwell	36.00
Sumner Brass Foundry	35.67
W. A. Thom Sheet Metal Works	15.12
Bill Wagner	100.00
H. C. Walsh Ltd.	1092.56
Western Leckie	200.00 ✓
A. H. Williams	13.71
Willson Stationery	5.25
	<u>\$4740.93</u>

4633

OFFICE OF THE REGISTRAR  
JAPAN

RECEIVED  
MAY 2 1942

(Form No 47, Statutory Declaration 11-41)

DOMINION OF CANADA )

IN THE MATTER OF

CA.

Province of BRITISH COLUMBIA )

a claim by McLENNAN, McFEELY  
and PRIOR, LIMITED, Claimant

to Wit: )

and

TOYOJIRO NAKAMOTO

Debtor

C/S  
4/5

I, Charles Arthur Innes Fripp of the City of Vancouver, in the  
Province of British Columbia do solemnly declare that

1. I am the Credit Manager and duly authorized  
agent of McLennan, McFeely & Prior, Ltd., the  
above named claimant and have personal know-  
ledge of the matters and facts herein by me  
declared to.
2. That the said TOYOJIRO NAKAMOTO is  
justly and truly indebted to the said claimant  
in the sum of \$1,500.00 as shewn by the  
statement hereto annexed and marked Exhibit  
"A".
3. That the said claimant holds no security for  
said claim.

And I make this solemn Declaration, conscientiously believing  
it to be true, and knowing that it is of the same force and  
effect as if made under oath and by virtue of the Canada Evi-  
dence Act.

DECLARED before me )

at VANCOUVER )

in the Province of BRITISH COLUMBIA )

this 28th day of )

April A.D. 1942. )

C.A.I. Fripp

C.A.I. Fripp

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

4633

(Form No 47, Statutory Declaration 11-41)

DOMINION OF CANADA )

Province of BRITISH COLUMBIA )

to Wit: )

IN THE MATTER OF

a claim by McLENNAN, McFEELY  
and PRIOR, LIMITED, Claimant

and

UNION BOAT WORKS

(T. Nakamoto)

Debtor

N. S.

5/4

I, Charles Arthur Innes Fripp of the City of Vancouver, in the  
Province of British Columbia do solemnly declare that

1. I am the Credit Manager and duly authorized  
agent of McLennan, McFeely & Prior, Ltd., the  
above named claimant and have personal know-  
ledge of the matters and facts herein by me  
declared to.
2. That the said UNION BOAT WORKS is  
justly and truly indebted to the said claimant  
in the sum of \$ 2,040.14 as shewn by the  
statement hereto annexed and marked Exhibit  
"A".
3. That the said claimant holds no security for  
said claim.

And I make this solemn Declaration, conscientiously believing  
it to be true, and knowing that it is of the same force and  
effect as if made under oath and by virtue of the Canada Evi-  
dence Act.

DECLARED before me )

at VANCOUVER )

in the Province of BRITISH COLUMBIA )

this 28th day of )

April A.D. 1942. )

K. A. Basme

C. A. Innes Fripp

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

## UNION BOAT WORKS

BOATS &amp; SCOWS BUILT, MARINE REPAIRS &amp; PAINTING OF ALL KINDS

MACHINE SHOP IN CONNECTION  
FIRST CLASS WORKMANSHIP GUARANTEED

FOOT BIDEWELL ST., COAL HARBOUR.

VANCOUVER, B. C.,

OFFICE OF THE CUSTODIAN  
JAPANESE SECTIONRECEIVED  
APR 10 1942

April 9th 1942

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

Dear Sirs:

Attention Mr. C.L. Drewry.

I have your letter of the 8th inst., relative to the operation of the Union Boat Works, and the agreement between the writer and Toyojiro Nakamoto. I note your decision in this matter and shall keep you informed if any change is contemplated. In the matter of my interest prior to the 25th of March 1942, the date of the agreement submitted to you, I may state that I have had a half interest in the Union Boat Works since November 1932, at which date Nakamoto and I founded the business. There is no written agreement regarding this partnership.

I will esteem it a favor if you will kindly return to me the original copy of the agreement dated the 25th of March 1942, which I left with you for perusal.

Yours very truly,

AS/B

Per: 

UNION BOAT WORKS

Foot of Bidwell St, Coal Harbour,

VANCOUVER, B.C. March 25, 19

AGREEMENT

THIS AGREEMENT made this 25th day of March, 1942 --

WE, TOYOJIRO NAKAMOTO & ANDREW SCOTT  
SMITH, both of Vancouver, do hereby agree to the following  
conditions respecting the operation of the business  
known as the Union Boat Works at Foot of Bidwell St.,  
Vancouver:-

1. That A.S. Smith as from this date shall take over the entire management of the Union Boat Works and have full use of all the equipment and other assets for the purpose of carrying on the business.
2. That A.S. Smith shall draw a monthly salary up to \$175.00 per month and profits, after meeting all costs of operation and up-keep plant shall be divided equally between him and Toyojiro Nakamoto.
3. That, subject to agreement as to price, A.S. Smith shall have power to sell the business and the proceeds of such a sale after payment of the sum of \$900.00 to T. Nakamoto, shall be divided equally between Toyojiro Nakamoto and A.S. Smith.
4. That if it is found expedient the name of the business may be changed but the foregoing conditions shall apply to the assets of the Union Boat Works or any other concern name under which operation is continued.

"T. Nakamoto"

"A.S. Smith"

# COAL HARBOUR SHIPYARDS LTD.

BUILDERS OF YACHTS  
HOLLOW SPARE, AND WORK BOATS  
PAINTING AND OVERHAULS, COVERED-IN SLIPWAYS

NEW AND SECONDHAND  
DINGIES  
AND ROWBOATS  
A SPECIALTY

MARINE 7748  
REAR  
1747 GEORGIA ST. W.

VANCOUVER, B.C., January 13th, 1942.

RECEIVED

Answered.....

Mr. G. W. McPherson,  
Authorized Deputy Custodian,  
Royal Bank Bldg.,  
Vancouver, B. C.

Dear Sir:

For sometime now we have been making an attempt to purchase the Union Boatworks, Bidwell St., Vancouver, B. C. This is a Japanese business owned by Mr. Nekimoto, with a Mr. Smith a white man as their front. There is every likelihood of our consummating this business this coming Saturday.

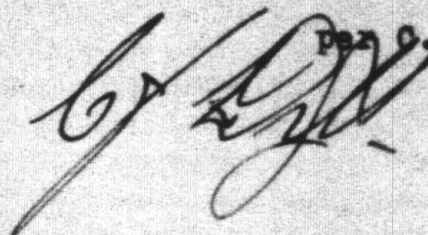
We would be very pleased if you could assure us that it would be in order for us to pay the purchase price directly to the Japanese owners, or advise us as to the position of this Boatworks with the Canadian Government, as we must have assurance that our purchase monies are paid into the right hands.

I will be Vancouver on Saturday morning, and would like to call on you to receive your decision in this matter.

Yours very truly,

Coal Harbor Shipyards,

per C. J. Dill.



## UNION BOAT WORKS

BOATS &amp; BODYS BUILT, MARINE REPAIRS &amp; PAINTING OF ALL KINDS

MACHINE SHOP IN CONNECTION  
FIRST CLASS WORKMANSHIP GUARANTEED

FOOT BIDEWELL ST., COAL HARBOUR.

VANCOUVER, B. C., December 13, 1941.

101

G. W. McPherson, Esq.  
Department of the Secretary of State  
1012 Royal Bank Building  
Vancouver, B. C.

RECEIVED  
DEC. 15, 1941  
Answered.....

Dear Sir:

We are today in receipt of your letter of the 11th inst., respecting regulations under Trading with the Enemy (1939).

Yesterday, December 12, Mr. Waters of F.S. Ross & Sons called on us with respect to the organization of both the Union Trading Co., Ltd., and the Union Boat Works. We furnished him with all the information requested and we believe he is satisfied with such information.

Workmen employed by the Union Boat Works are all of the Japanese race and only a few of them are Japanese nationals, the others are naturalized or born Canadians.

The Union Boat Works is a partnership of T. Nakamoto & A. S. Smith, and all the capital used in the operation of the business is entirely local. We neither import nor sell any products from anywhere outside the Dominion of Canada and we have neither debts owing to or accounts receivable owed by any person or firm outside of British Columbia.

The only moneys which we owe to people of the Japanese race are small amounts in form of wages which are paid every two weeks.

If on receipt of this information and that already supplied to Mr. Waters you know of any reason why we should make a change in our operation, kindly advise us immediately respecting same.

Thanking you in anticipation of an early reply.

Yours very truly

UNION BOAT WORKS

per *A. S. Smith*

AS/MN

5033

U. S. STANDARD

# USED CAR APPRAISAL RECORD

NAME To 20

ADDRESS \_\_\_\_\_

Paint	\$		Make	
Tires <u>OK</u>	\$		Body	<u>Ford</u>
Body & Fenders	\$		Body Style	
Glass	\$			
Top	\$			
Nickelling	\$			
Radiator <u>Leaking</u>	\$	<u>5.50</u>		<u>Coach</u>
Running Boards	\$		Year	
Mats & Kick Pads	\$			<u>28</u>
Upholstery	\$		License	
Hardware	\$			<u>27457</u>
Motor Expense	\$	<u>4.50</u>	Serial	
Transmission	\$			<u>CA5471</u>
Rear Axle	\$		Mileage	
Universal Joints	\$			<u>51816</u>
Clutch	\$		Remarks	
Steering <u>4 King Pins</u>	\$	<u>16.00</u>		<u>Washed</u>
Brakes <u>OK</u>	\$	<u>2.00</u>		<u>\$1.00</u>
Tighten Up	\$	<u>2.00</u>		
Muffler	\$			
Sundries	\$			
Wash & Clean Motor	\$	<u>1.50</u>		
Clean Interior	\$	<u>2.00</u>		
Oil & Grease, Change	\$			
Oil & Check Over	\$	<u>4.50</u>		
Total	\$			

Mod. interested in

Salesman ✓ Selling price \$ \_\_\_\_\_

Date \_\_\_\_\_ Less Repairs \$ \_\_\_\_\_

Appraised By \_\_\_\_\_ Allowance \$ 65.00

For immediate acceptance only.