

11188

PERSONAL

BUREAU POWELL STREET I

FILE NO. 11188

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: YAMAMURA, Masaki.

HOME ADDRESS: 1541 W. 6th Ave., Vancouver, B. C.

REGISTRATION NUMBER 07741 SEX: Male AGE: 50

OCCUPATION: Sawmill owner. (Terminal Sawmill) Ft. of Commercial Dr.,

Now - Unemployed. Vancouver, B. C. - now given over to Mr. Coy.)

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

EMPLOYER: Self.

MARRIED?: Yes.

NAME OF WIFE OR HUSBAND: Sumi. File 11876 No claims 20 6/4

ADDRESS OF WIFE OR HUSBAND: Same.

NAMES OF ANY LIVING CHILDREN: Kimiko TSUJI. (F).

ADDRESS OF CHILDREN: Same.

AGE OF CHILDREN: 22.

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

1. LOCATION AND DESCRIPTION: None.

2. BUILDINGS AND OTHER IMPROVEMENTS: None.

3. INSURANCE (Give particulars; state where policies are) None.

4. TAXES (Amount and where payable) None.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None.

6. OCCUPANCY AND LEASES (If vacant so state) None.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None.

9. IF FARM LAND STATE CROPS SOWN: None.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 1541 W. 6th Ave., Vancouver, B. C. :-

Wooden frame, two storied, six roomed dwelling house.

2. LANDLORD'S NAME AND ADDRESS: Associated Builders, 6th & Cambie St., Van. B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: \$15.00 per month, paid up to the 10th of August, 1942.

4. STATE WHEREABOUTS OF LEASE: None.

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None.

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None.

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

None.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: None.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

None.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None.5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None.

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

None.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

None.8. BANK ACCOUNTS: None.9. LIFE INSURANCE: None.10. INTEREST IN ANY ESTATES OR TRUSTS: None.11. SAFETY DEPOSIT BOX: None.

LIABILITIES:

1. PERSONAL DEBTS: None.

2. TRADE DEBTS: Y. Tokairin...\$700.00 (These debts are shared by:-
S. Morakami...\$ 75.00 (I. Tokairin-198 W.6th Ave. Van.
Oikawa...\$150.00 (H. Tokairin-622 E. Cordova, Van.
(Dominion Machine Co.....\$900.00 (M. Yamamura - Declarant.)
(Atkins Saw Co..... (The above have arranged to pay
 this debt after the war.

These sums were borrowed in 1941, in order to enlarge & equip the "Terminal Sawmill".
 I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected
 area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds
 or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of
 every description in any protected area in British Columbia and sets forth all my liabilities direct
 and indirect.

Dated this 7th day of July, 1942.(Signature) Masahiro YamamuraD.M. Clape
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date

Sept 3/43
July 6/43

Our File No. 11188

Full Name

YAMAMURA Masaki
(Surname in Block Letters)

Registration No. 07161

Male - Female
(check)

Age

Oct 15, 1892

Former Address

1541 21. 6th Ave., City

Date Evacuated

July 10/42

Naturalized - Canadian-Born - National
(check)

Present Address

Tashme, Hope, B.C.
34/47-22 Geneva Ave., Toronto, Ont

Married - Single
(check)

Name of Wife

Sumi # 012242

Name of Husband

Name of Mother

Reid

Name of Father

Reid

Names of Children under 16

Requested by

C. Girard

Registered with Custodian

Yes
(Yes or No)

Additional Information

Sawmill Owner.

8457
10018
11188

3
don't 11.59
28-10-43
A

70 personal etc
11888
28-10-43

FLEISHMAN & MEAGHER

Barristers, Solicitors

NOTARIES PUBLIC

ARTHUR H. FLEISHMAN

J. P. MEAGHER

RECEIVED
JAN 3 1942

TELEPHONES
MARINE 8167-8188

Answered

314 STANDARD BANK BUILDING

VANCOUVER, B.C.

January 2, 1942

Custodian of Alien Enemy Property
1012 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

RE: Terminal Lumber Co.

Pursuant to your request addressed to the above company, I have been requested to communicate with you and present the following information to you.

The above firm is a partnership consisting of Masaki Yamamura, residing at 1541 West 6th Avenue, who has resided in this province for thirty years; Ichizo Tokairin, residing at 198 West 6th Avenue, who is married to a Japanese woman of Canadian birth, and who have two children born in Canada, who has resided in this Province for 22 years, he being at this date, 40 years of age; Harold H. Tokairin, of 1712 West 3rd Avenue, born in Kelowna, in the Province of British Columbia, brother of Ichizo.

This firm owns and operates a sawmill plant at the foot of Commercial Drive, in the City of Vancouver, on which a Chattel Mortgage has been granted to Charles Thomas Coy, in the month of October, of 1941, in the sum of \$5,000.00, being made up of unpaid accounts and advances made to the partnership.

Should you desire any further information regarding the above-mentioned company, I should be glad to accommodate you.

Yours truly,

FLEISHMAN & MEAGHER

Per:

A.H.F.

AHF/SI

CT Coy called and says are all resident here.

Acknowledge with thanks

*Recd
Oct 23/41
11/23*

62

File Nos:- 8457
10818
11188

June 20th, 1944

CLAIMS DEPARTMENT

THE TERMINAL LUMBER AND FUEL COMPANY

Composed of:-

Ichiro TOKAIRIN	- Reg. No. 07482	- File No. 8457
Rideo TOKAIRIN	- Reg. No. 01856	- File No. 10818
Naoki YAMAMURA	- Reg. No. 07741	- File No. 11188 ✓

LOCATION - Foot of Commercial Drive, Vancouver, B. C.

CREDITORS:

1. Whei Tokairin (deceased).....	\$ 700.00
2. Sachi (Suyeki) Marakami.....	75.00
3. Naoto Gihara.....	150.00
4. B.C. Conveying Mach. Co.....	44.76
5. B.C. Junk Co.	30.84
6. Kenji Yamamura.....	175.00
7. Sharley-Deitrich-Atkins Co.....	339.73
8. Dominion Machinery Co.	253.45
9. Fleishman and Hoagher.....	44.00
10. Workmen's Compensation Board.....	274.96
11. Haruo Abe... (2nd 800).....	300.00
12. Mrs. Fusa Chaki.....	45.00
13. Williams and Mackie.....	11.40
14. Department of Nat'l Revenue (Income Tax Division)	72.94

20/6/44 Credit Bal - \$11.59

RECEIVED

File No. 11188

June 21st, 1944

CLAIMS DEPARTMENT

Masaki YAMAMURA - Reg. No. 07741

CREDITORS:-

✓1. Stanley J. Kearns (Rent).....	\$62.00
✓2. B. C. Elec. Railway Co. Ltd.	1.66
✓3. Kikujiro TANAKA.....	.60

NOTE: See Terminal Lumber and Fuel Co.
Orange Sheet - this file.

BRD:ND

11188
No file
21-6-44
J

CODES:

ACME

BENTLEY'S

WESTERN UNION

AND PRIVATE

TELEPHONE MARINE 374

Export "COYLUMBER" VANCOUVER

C. T. COY

LUMBER MANUFACTURER, LOGS, POLES AND PILING

Pacific Coast Forest Products

EXPORT AND DOMESTIC

325 HOWE STREET
VANCOUVER, CANADA

REPRESENTATIVES AT

SEATTLE, WASH. U.S.A.

LONDON LIVERPOOL

JAMAICA TRINIDAD

HONG KONG, Etc.

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

Dec. 8th 1943

EVACUATION SECTION	
Rec'd	DEC 9 1943
File No.	
Ans.	
Referred	

Dear Sir: Re Terminal Lumber & Fuel Co., Your Files 8457, 10818, 11188.

Sellers not liable for delayed or non-shipment or delayed or non-delivery if occasioned by destruction of, or damage to, Mill or equipment, failure of water, power, loss, damage or delay in transit, shortage of cars, failure of railroads, or steamship companies for any reason to transport when offered for shipment, wars, riots, strikes, fires, floods, arrest or restraint of princes, rulers, and people, rights of eminent domain exercised by the State or Nation, commandeering of vessels and products, or any other cause beyond seller's control whether similar to the foregoing or not. This lumber is sold for shipment from any first class mill to be selected by us and this contingency clause shall apply to such mill.

I have your letter of the 7th instant, and regret due to my absence from the city I have been unable to deal with the matter of your letter of October 29th 1943, and in reply would draw to your attention the following:-

1. Your Mr. B.R.Dusenbury, Claims Department, has picked out only the first sentence of the paragraph in a letter from my attorneys, Messrs. Hamilton Read & Paterson, dated April 28th, 1943. I have therefore procured from my attorneys a copy of said letter, and the following is a copy of such paragraph.

"8. It is true that our client charged the partners with an alleged debt owing to Dominion Machinery Company and also charged the partners with the amount claimed by the Workmen's Compensation Board. Our Client did not claim that he had paid these two accounts. Our client states that Dominion Machinery Company claims that it has a lien against all of the machinery but no evidence has been produced showing such lien and until the question of this claim is settled, our client—rightly we think—charged the partners with the amount. We refer you to the statement in this letter as to the representations made by the partners that there were no liens on the machinery and that the Workmen's Compensation Board had been paid. The inquiry made by the writer in reference to these two matters were a matter of precaution and such inquiries are always made upon a transfer of title. There seems little doubt that there is some amount owing to the W.C.B. and the Board undoubtedly has the right to sign judgment or give a certificate of judgment in respect of the amount owing to it and further has a prior lien in the mill and equipment for such amount. Again we suggest our client has a right to charge the partners with any sum so owing. Our client states that he was aware in Feb. 1942 that there was an account owing to Dominion Machinery Co., but was not aware of any alleged claim of lien. It was some considerable time after Feb. '42 that our client learnt of a claim by the W.C.B."

You will observe that Mr. Dusenbury has picked out only the first sentence of the paragraph and it is to be noted that if this sentence stands alone without any explanation as to the circumstances it would appear as if I had charged and probably recovered the amounts owing by the Japanese to the Dominion Machinery Company and to the Workmen's Compensation Board, but if the whole paragraph be read then it is shown clearly that although I had a knowledge of some debt owing to the Dominion Machinery Company, yet I had no knowledge of any lien claimed by that company to the Japanese and

etc.

in respect of the Workmen's Compensation Board I not only did not know of any claim or debt but on the other hand the Japanese represented that the Workmen's Compensation Board had been paid.

I might also draw to your attention the following:-

- (a) I held a chattel Mortgage on the mill machinery and equipment of the Japanese for moneys loaned greatly in excess of the value of the mill machinery etc., as admitted by the Japanese to my attorneys Hamilton Read & Paterson.
- (b) In order to save the legal and other costs of the seizure and sale or in the alternative of foreclosure proceedings the Japanese offered to give a Bill of Sale to me of the machinery and equipment if I would release them from their liability under the Chattel Mortgage, and that I on the advice of my attorney accepted the offer.
- (c) In arriving at the amount owing by the Japanese to me, I did not take into account or charge the money owing to the Dominion Machinery Company nor the amount subsequently ascertained to be owing to the Workmen's Compensation Board but at the same time I did subsequently claim against the Japanese that they were still liable to the Workmen's Compensation Board by reason of their representations - ascertained to be untrue and made fraudulently or recklessly - that there was no money owing to the Workmen's Compensation Board. My attorney advised me at the time that the acceptance by me of the Bill of Sale and the release by me of my claim against the Japanese under the Chattel Mortgage did not preclude me from taking action against them in respect of any moneys which I would have to pay to the Dominion Machinery Company in respect of any lien or in respect of moneys owing by the Japanese to the Workmen's Compensation Board which might form a charge or lien against the mill machinery or equipment.

Yours very truly,

C. T. COY

GTC/pgw.

By C. T. Coy

2157, 10615,
11188
✓

December 7th, 1943.

Mr. C. T. Coy,
325 Howe Street,
Vancouver, B. C.

Dear Sir: Re: Terminal Lumber & Fuel Co.

With reference to our Claims Department's letter of October 29th and this Department's letter of November 8th, we regret that up to the time of writing we have had nothing from you in connection with the claim of \$274.97 by the Workmen's Compensation Board against the Terminal Lumber & Fuel Company. As we are being pressed by the Board to give them some definite information as to when payment will be made of their claim, we must ask you to kindly give this matter your prompt and careful attention.

Thanking you,

Yours truly,

P. Douet,
Administration Department.

PD/ER

HAMILTON READ & PATERSON
Barristers and Solicitors
470 Granville Street
Vancouver, B. C.

COPY

May 10, 1943.

11188
R. P. Alexander, Esq.,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Terminal Lumber & Fuel Company
Your files 8457, 11188 and 10818

We have to acknowledge receipt of your letter of the 8th instant enclosing copy of letter of 16th February 1943 from I. Tokairin to the B. C. Security Commission. We have seen our client, Mr. Coy, in reference to such copy letter and he instructs us to reply to same on his behalf as follows:-

1. I. Tokairin was not employed as foreman by Squilax Lumber Mills Limited "since May to January 1943" nor at any other time.
2. Squilax Lumber Mills Limited was not incorporated until June 1943.
3. Tokairin was not laid off in January 1943. Tokairin had a cutting contract to cut the logs which were purchased by Mr. Coy and when he failed to carry out his contract to cut, Tokairin voluntarily quit.
4. Tokairin was not employed at a salary, but simply had a cutting contract to cut the logs and deliver the lumber on cars at Hotchill Station, C.P.R. The price was \$6.50 per M³. The contract price was based on cutting logs at \$5.00 per M³ and \$1.50 for hauling. Tokairin hired one P. Kobayashi to haul the lumber. I. Tokairin hired his own labour and Mr. Coy had nothing to do with the labour but was only concerned with receiving the output of the mill under the contract.
5. Mr. Coy states that the first word he ever heard of any payroll being payable to I. Tokairin was a letter of the 15th February 1943 received by Mr. Coy from Tokairin in which he refers to a letter of the 8th February 1943 and which letter requests payment by Mr. Coy of \$427.48 salary and also requests his (Tokairin's) 1941 Dodge Sedan. By letter of the 19th February 1943 in reply to Tokairin's letter of 8th February 1943, Mr. Coy acknowledged the receipt of a statement showing \$427.48, two sheets of account, four statements showing a debit of \$86.65 and a statement with a concluding figure of \$2426.66. Mr. Coy in reply stated as follows:

- (a) Tokairin was not employed by him as foreman or in any capacity.
- (b) Tokairin entered into a contract to cut lumber

May 10, 1943.

- (c) Mr. Coy had nothing to do with the supplies purchased by Tokairin to carry on his operations under the cutting contract.
- (d) Mr. Coy permitted Mr. Tokairin to use the Dodge car for the purpose of carrying on the mill operations and he, Mr. Coy, had nothing to do with the purchase by Tokairin of gasoline, oil, etc.
- (e) Mr. Coy had nothing to do with moneys borrowed by Tokairin, for Tokairin to carry on his operations.

Mr. Coy did not receive a reply to the said letter of the 19th February 1943 and by letter of February 25th 1943 from Mr. Coy to Tokairin, Mr. Coy sent a statement of the account as between himself and Tokairin containing credits and debits and in said letter Mr. Coy dealt with the logs purchased by him and delivered to Tokairin for cutting. The letter of the 25th February 1943 from Mr. Coy is a very long one but you can be supplied with a copy if you desire. The letter deals at length with regard to the Dodge sedan and refers to Chattel Mortgage of the 17th October 1941. Mr. Coy states that he did not receive a reply to the letter and has never heard one word from Tokairin since.

We now continue and deal with the balance of the letter of the 16th February 1943 from Tokairin to the B. C. Security Commission and state as follows:-

6. Mr. Coy understands that I. Tokairin does owe a grocery bill but Mr. Coy is not concerned with the debts of I. Tokairin.
7. Mr. Coy has not received any further letters from Tokairin and it is untrue to say that he has.
8. Re 1941 Dodge Sedan: As our client dealt with this car in his letter to Tokairin of the 25th February 1943, we think we cannot do better than to quote an extract from such letter and the same is as follows:-

"With regard to the Dodge Automobile you will remember that in February 1942 I held a chattel mortgage dated 17th October 1941 of the mill machinery and equipment belonging to you and your partners. You and your two partners then offered to give me a bill of sale of the mill machinery equipment and of the Dodge automobile, Pontiac Coupe and Ford Tudor if I would give you and your two partners a release of my claims under the Chattel mortgage. You will remember that instructions were given to my solicitors, Messrs. Hamilton Reed & Paterson to prepare the necessary document and that on the 28th February 1942 a bill of sale was executed by you and your two partners of the mill machinery and equipment and of the said three automobiles. The automobiles are shown as subject to respective Conditional Sale Agreements. It was always in my contemplation that upon payment by you of the moneys paid to me under the respective Conditional Sale Agreements and any expenses I was put to, I would on repayment of such amounts either by you or your two partners give to each of you a bill of sale of the respective cars and it is upon this account

May 10, 1943.

that I have charged you up with the instalments and expenses as shown in the enclosed account. On payment to me in cash of moneys I have expended as shown in the account I shall be only too pleased to give you a bill of sale of the Dodge car but unless and until you do pay me such moneys I consider I am the owner of the car."

The foregoing extract should dispose of the question of the car.

In regard to the two cars of Hideo Tokairin and Masaki Yamamura, you will observe that the matter of these two cars are dealt with in the above extract from the letter of the 25th February 1943 from Mr. Coy to Tokairin. Mr. Coy states that he found purchasers for the two cars of H. H. Tokairin and M. Yamamura and transferred the same and took a loss on the Yamamura car but received a small balance in respect of the H. H. Tokairin car and this balance was actually paid over to H. H. Tokairin.

9. It is true that Mr. Coy drove the said car of I. Tokairin to the mill but it was driven by him on his own account and certainly was not driven to the mill for use by Tokairin except in connection with the business of the mill. There never was any question of transferring the car back to I. Tokairin and it was never suggested. Mr. Coy states that it is absolutely untrue that he ever told I. Tokairin or anyone that the cars might be taken away from him and that it was better to leave the cars in his care.

10. I Tokairin was not foreman for the Company and in fact was never employed as foreman or in any other capacity by the Company. It is true that I. Tokairin had permission to drive the car until January 9 1943 when Mr. Coy took the car from him and he then authorized P. Kobayashi who then had a cutting contract with Squilax Lumber Mills, Limited to use the car but on no account to allow the car to be used by I. Tokairin. It is true that Mr. Coy transferred the car in question to Squilax Lumber Mills Limited as otherwise and in view of the fact that Mr. Coy had another car, a preferred rating would not have been given for the gasoline to be used to drive the Dodge car.

11. With regard to the statement by I. Tokairin that he has not signed any bill of sale of the car in question, we have in this office a bill of sale of the cars mentioned duly executed by I. Tokairin, H. H. Tokairin and M. Yamamura. The car was not in any sense of the word loaned by I. Tokairin to the Company and was in fact the property of Mr. Coy. Again I. Tokairin was never at any time employed by the Company. Mr. Coy states that he has made the payments on the car in question under the conditional sale agreement. It is useless for I. Tokairin to give credit on his statement for moneys paid in respect of the car. The only credit that I. Tokairin can give on his account is a credit for cutting and delivering lumber at \$6.50 per M³. Mr. Coy's account sent to I. Tokairin shows clearly the payment of the moneys under the Conditional Sale Agreement. Mr. Coy's account shows a debit against I. Tokairin of \$3623.63.

Mr. Coy states that he has been credibly informed that I. Tokairin has been running this car around and eventually the Police stopped him as he was running the car with two flat tires and Tokairin was warned by the Police not to drive the car on the road.

R. P. Alexander, Esq.

May 10, 1943.

We have written you at great length. We have answered all your former letters and given the fullest particulars possible and needless to say our client's file and our files are open to you at any time and a perusal of such files we feel sure will inform you fully of all matters in relation to I. Tokairin. May we suggest that before our client is put to any more trouble and annoyance in connection with this Japanese, the Japanese should be required to make a statement under oath by such document as will in his opinion support such statements.

It seems to us that the sooner I. Tokairin is "pinned down" to some concrete statement under oath the better for our client and certainly for us, as neither our client nor we have time to answer the repeated untrue statements made by I. Tokairin.

Yours truly,

HAMILTON READ & PATTERSON

PER "Hamilton Read"

HR/GAP

8457, 11188,
10618

May 8, 1943.

Messrs. Hamilton Read & Paterson,
Barristers and Solicitors,
270 Granville Street,
Vancouver, B. C.

Dear Sirs:

Re: Terminal Lumber & Fuel Company

Thank you for the information contained in your letter dated April 28th. We are forwarding a copy of your letter to Mr. Ichiso Tokairin so that he may clearly understand the views held by your client, Mr. Coy, in connection with the assertions made by Mr. Ichiso Tokairin.

The B. C. Security Commission have now forwarded to us copy of a letter to them dated February 16th from Mr. Ichiso Tokairin of which you will find a copy attached and in connection with which Mr. Coy will, no doubt, desire to make suitable comment either directly or through his solicitors.

May we thank you in conclusion for the pains you have taken to date in providing this office with detailed comments in connection with the affairs of Mr. Coy and the three Japanese partners in their mutual connections with the Terminal Lumber and Fuel Company.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA
Enc. *See Feb 16*

2477, 11186,
10018

May 3, 1943.

Mr. Ichio TOKAIHII,
Registration No. 07682,
Blind Bay, B. C.

Dear Sir:

Re: Terminal Lumber & Fuel Company

Upon receipt of your letter dated April 3rd we forwarded a copy of your letter to Mr. Coy. Mr. Coy referred your letter to his solicitors, Messrs. Hamilton Head & Paterson, from whom we have received a long letter of explanation.

Attached you will find a copy of the entire letter which will, we trust, make entirely clear to you the stand taken by Mr. Coy in connection with all of the points raised by you.

If any of the statements made by Mr. Coy's solicitors are not entirely clear to you, or if you disagree with the correctness of any of the statements made by Mr. Coy's solicitors, please send us complete particulars accompanied by documentary evidence, wherever available, in support of the contention you may have.

In a previous letter you indicated that both your brother and Mr. Yamamura had sold their cars, from which we assume that they received sales proceeds. We note, however, that both your brother and Mr. Yamamura have apparently failed to forward any money to the Custodian to aid in settlement of the obligations of the Terminal Lumber & Fuel Company for which all three of you are jointly and severally liable, and regarding which full particulars of the claims involved are in their possession, such as the claim of the Workmen's Compensation Board, the Dominion Machinery Company, etc.

Yours truly,

R. P. Alexander,
Manager.

RP:SA
Enc.

~~2457~~
~~11188~~
~~10818~~

April 26, 1943.

Mr. C. T. Coy,
325 Howe Street,
Vancouver, B. C.

Dear Sir:

Re: Terminal Lumber and Fuel Company

We enclose copy of letter dated April 3rd which we received from Mr. Ichiso Tokairin in reply to a letter of ours dated the 26th of January, 1943, which letter enumerated the following claims on our files against the Terminal Lumber and Fuel Company:

Onoi TOKAIRIN (Deceased)
Naoki MURAKAMI
GIKARA
B.C. Conveying Machinery Co.
B. C. Junk Company
Kenji YAMAMURA
Shurley-Deitrich-Atkins Co.
Dominion Machinery Co.
Fleishman & Hougher
Workmen's Compensation Board

We would refer you in particular to the third paragraph of Mr. Tokairin's letter wherein he states that you had paid the amounts owing to the Dominion Machinery Company and the Workmen's Compensation Board. We would also draw your attention to the latter part of the second paragraph of the above letter, in which Mr. Tokairin states that when the Bill of Sale was signed in connection with the Terminal Lumber and Fuel Company, you agreed to pay off all debts owed by the three Japanese partners, viz., Ichiso Tokairin, Hideo Tokairin, and Naoki Yamamura.

Your comments at large on the attached letter and especially relating to the two points mentioned above will be appreciated.

Yours truly,

P. Doust,
Administration Department

PD:BT

Encl. 1

CONFIDENTIAL

Blind Bay, B. C.,
February 16, 1943.

B. C. Security Commission,
Marine Building,
Vancouver, B. C.

Sirs:

I, Ichizo Tokairin, #07682, had been employed as a Foreman by Squilax Lumber Mills Limited, since May to January 8, 1943. Since the 8th of January he layed me off saying that I was not satisfactory. I have not received the whole of my salary so I have enclosed herewith my statement showing what is coming to me. If you require any further detail I shall be glad to send it as soon as you instruct me.

I have a large grocery bill at a store but unless I receive my salary I will not be able to pay it. I often write to Mr. Coy regarding this, but I do not get any reply. I am in a very awkward position and am not able to do anything. So I would appreciate it if you would investigate into this matter and settle this for me. Besides my salary, I have a car, 1941 Dodge Sedan, License #75543, Serial #9678597. (This is my private owned car which I bought from Curtis Motors in May, 1941, for the sum of \$1450.70. I paid \$850.70 on it until my evacuation in May 1942. When the law came out that no Japanese can own a car in the Coastal Area, my brother, Harold Hideo Tokairin, my friend, Masaki Yamamura, and I, all transferred our cars to Mr. Coy's name in order to sell it. In two or three months time my brother and Mr. Yamamura both found a buyer for their car, so Mr. Coy sold it for them, deducted the expenses, and gave them the balance. I also had a chance to sell my car, but at that time I was all prepared to come out here and I needed the car, so Mr. Coy drove it up for me. As soon as I arrived here, we were going to have it transferred back, but Mr. Coy said that the Japanese in the interior might get their cars taken away so it was better to leave it in his name. At that time I got this Foreman job at the above Company and I needed the car to do this work. It was still in his name until October, 1942, and had been used for mill purposes and serving as an ambulance, etc. I ran out of gasoline coupons in October, so Mr. Coy transferred my car to Squilax Lumber Mills Ltd. in order to get a preferred rating. I have not signed any Bill of Sale on my car to Mr. Coy, or signed anything giving him the authority to put it in the Company Asset. The car was just as if loaned to the Company. Since I was employed at the Company, I presume Mr. Coy had been making the payments on my car out of my salary. I have shown this on my statement deducting from my salary.

I have work in this district but unless I clean up the store bill I will not be able to start. So again, I appreciate very much if you would settle my salary and have my car transferred back to my name.

Yours very truly,

(Sgd) I. Tokairin.

IT:KK

See May 8.

11188

January 26th, 1943.

Mr. Masaki YAMAMURA,
Registration No. 07741,
Tashme, B.C.

Dear Sir:

Below we submit a list of claims lodged against
you as partner in the Terminal Lumber and Fuel Co., Foot
of Commercial Drive, Vancouver, B.C. as follows:

Uhei TOKAIRIN (Deceased)	\$700.00
Sueki MURAKAMI	75.00
OIKAWA <i>Nasto</i>	150.00
B.C. Conveying Machinery Co.	44.76
B.C. Junk Company	30.84
Kenji YAMAMURA	175.00
Shurley-Deitrich-Atkins Co.	339.73
Dominion Machinery Co.	253.45
Fleishman & Meagher	44.00
Workmen's Compensation Board	237.31;

and against you personally as follows:

Stanley J. Kearns	62.00
Kikujiro TANAKA	.60
Dr. M. Uchida <i>withdrawn</i>	95.00
B.C. Electric Rly. Co. Ltd.	1.66.

If these are correct please let us know what
arrangements you are making for the payment of them, and
when we may expect a remittance in whole or in part in
regard to them.

An early reply is requested.

Yours truly,

A. McAlister,
Claims Department.

BRD:DE

January 23, 1943.

MEMORANDUM - MR. K. E. WRIGHT

Thank you very much for your memorandum dated January 19th in connection with the unauthorized occupation of Crown Lands at Blind Bay by certain individuals of the Japanese race.

Mr. Ichizo TOKAIRIN, Police Registration No. 07682, dealt with under Evacuee File No. 8457, age about 40, and Mr. Hideo TOKAIRIN, dealt with under Evacuee File No. 19318, and Mr. Masaki YAMAMURA, dealt with under Evacuee File No. 11188, previously operated the Terminal Lumber & Fuel Company at the foot of Commercial Drive in Vancouver.

All three of these individuals obtained release of personal liability in exchange for bill of sale granted by them to Mr. Coy covering goods and chattels (which previously belonged to the Terminal Lumber & Fuel Company) on which Mr. Coy held a chattel mortgage. Relative documents were executed on February 28, 1942, and registered at the County Court of Vancouver under No. 51553. The solicitors for Mr. Coy were Messrs. Hamilton Head & Peterson.

We have a number of claims on file and it is our understanding that the three individuals mentioned above are jointly and severally liable for payment of \$150.00 due to Mr. Oikawa; \$75.00 due to Mr. S. Murakami; \$900.00 due to the Dominion Machine Company and Atkins Saw Company; and \$700.00 to the Estate of the late Mr. Uhei Tokairin.

Additionally, we have on file a number of personal claims against each of the three men consisting of doctor's bills and other obligations.

On December 7, 1942, Mr. Ichizo Tokairin declared that he, his brother Hideo Tokairin, Mr. Masaki Yamamura and other family members had been evacuated from the Coast without any money or assets and that they saw no possibility of taking any steps towards meeting their financial obligations.

Consequently, I was very interested to observe copy of letter dated September 9, 1942 from the Forest Ranger in Salmon Arm to the District Forester in Kamloops that these same people apparently are again in the timber business and have installed improvements valued at \$1800.00 and have erected a saw mill containing equipment valued in excess of \$2000.00.

MEMORANDUM

CLAIMS DEPARTMENT

January 23rd, 1943.

For Files:

The Terminal Lumber and Fuel Company composed of:

Hideo TOKAIRIN, Reg. No. 01856, File No. 10818;
Ichizo TOKAIRIN, Reg. No. 07682, File No. 8457;
Masaki YAMAMURA, Reg. No. 07741, File No. 11188.
Location - Foot of Commercial Drive, Vancouver, B.C.

Information collected from files, etc. as follows:-

CREDITORS:

Uhei TOKAIRIN (Deceased)	\$700.00	Father of Hideo and Ichizo
Sueki (Suyeki) MURAKAMI	75.00	
? OIKAWA	150.00	(OIKAWA not located)
B.C. Conveying Machinery Co.	44.76	Verified by firm 12/1/43 phone.
B.C. Junk Company	30.84	" " " " "
Kenji YAMAMURA	175.00	
Shurley-Deitrich-Atkins Co.	339.73	Verified by firm 12/1/43 phone.
Dominion Machinery Co.	253.45	" " " " "
Fleishman & Meagher	44.00	" " " " "
Workmen's Compensation Board	27.31	

Note: Under date of Feb. 28/42 the above three Japanese and The Terminal Lumber and Fuel Co. executed a Bill of Sale to C.T.F. Coy and Coy gave a release of the Chattel Mortgage dated Oct. 17/41 - and thereupon entered into possession of "said Goods and personal chattels". Reference: File 11188 for original letter of Hamilton Read and Patterson, Barristers, dated Nov. 23/42.

BRD:DE

Personal Claims filed against Masaki YAMAMURA File No. 11188.

Stanley J. Kearns	\$62.00
Kikujiro TANAKA	.60
Dr. M. Uchida	95.00
B.C. Electric Rly. Co. Ltd.	1.66

604030-1-43-Uchida

COPY

December 7, 1942.

Mr. R. P. Alexander,
The Custodian's Office,
Department of the Secretary of State of Canada,
Vancouver, B.C.

Dear Sir:

Re: Terminal Lumber & Fuel Co.
File No. 8457. 10818. 11188 ✓

I have received your letter of the 2nd instant and have noted how everything is registered with you.

I had mentioned in my letter of November 24, that the sum of \$700.00 owing to Mr. Uhei Tokairin was payable to me being his eldest son and successor. You have asked me for a Letter of Administration. This I did not obtain as he had passed away all of a sudden. However, as it is customary among the Japanese that the eldest son takes responsible after his parent's death, and moreover, my mother, Den Tokairin, whom I am now looking after is still living, I think I am entitled to take responsible for collecting the sum of \$700.00 which formerly belonged to my father, Uhei Tokairin.

I have listed the name and the address of the two gentlemen to whom we owe some money. The first gentleman to whom we owe \$75.00 is Mr. Suyeki Murakami who formerly resided at 1522 West 3rd Avenue, Vancouver, B.C. The other gentleman to whom we owe \$150.00 is Mr. Oikawa, but I do not know his name. He formerly resided at the Corner of Clarke Drive and Powell Street in Vancouver.

We three, Masaki Yamamura, Hideo Tokairin, my brother, and myself, were evacuated from the Coast without any money or assets. I, myself, have a large family and am even worried how I could get by this winter. I think Mr. Yamamura is in the same position and also my brother, Hideo Tokairin, which I know for a fact. So I am sure that we are in no position to take any steps towards meeting the claim in the present situation.

Yours very truly,

I. Tokairin (Registration #07682)

(signed) I. Tokairin

IT:TN

2457, 10818,
11188

2nd December, 1942.

Mr. Ichio TUKAHARA,
Registration No. 07662,
Blind Bay, B. C.

Dear Sir:

Thank you very much for your letter dated November 24th.

We have a record on file of the documents under which you and Mr. Hideo Tokairin and Mr. Masaki Yamamura obtained release of personal liability in exchange for Bill of Sale granted by all three of you to Mr. Coy covering goods and chattels (which previously belonged to the Terminal Lumber & Fuel Company) on which Mr. Coy held a chattel mortgage, relative documents having been executed on February 28th, 1942 and registered in the County Court at Vancouver under No. 51563.

When Mr. Hideo Tokairin registered his assets with us on June 17th he made no mention of his liability covering any obligations. We have, however, a record on file indicating that Mr. Hideo Tokairin received certain funds from the Montreal Life Insurance Company.

When Mr. Masaki Yamamura registered his assets with us on July 7th, 1942 he declared that all three of you gentlemen were equally responsible for payment of the following four obligations:

Y. Tokairin	\$700.00
S. Murakami	75.00
Oikawa	150.00
(Dominion Machine Co.	
(Atkins Saw Co.	900.00

When you registered your assets with us you made no mention of any of the obligations in question but your letter now indicates that the first sum amounting to \$700.00 is payable to you as successor to the late Mr. Uhei Tokairin. Please advise whether or not Letters of Administration were obtained for your late father.

Your letter indicates that the second item of \$75.00 is payable to a Mr. S. Murakami, and the third item of \$150.00 is payable to Mr. Oikawa. Kindly provide us with the full names and addresses last known to you of the two individuals in question.

HAMILTON READ & PATERSON
HAMILTON READ E. L. PATERSON

BARRISTERS AND
SOLICITORS

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 24 1942

CODES | A. B. C.
| MORSE & NEAL
| WESTERN UNION

1011-1014 ROGERS BUILDING
470 GRANVILLE STREET.

VANCOUVER, B. C.
CANADA

November 23, 1942

The Manager,
Japanese Evacuation Section,
Office of the Custodian,
506 Royal Bank Building
VANCOUVER B.C.

Dear Sir:

Re: Your file No. 11188

Re: Terminal Lumber & Fuel Company

Our client, Mr. C.T. F. Coy, has requested us to reply to your letter to him of the 16th instant and to furnish you with particulars of the transaction between himself and Terminal Lumber & Fuel Company as follows:-

1. By Indenture of Chattel Mortgage dated the 17th day of October 1941 Masaki Yamamura and Ichizo Tokairin and Harold H. Takairin granted and assigned the goods and chattels mentioned in the Chattel Mortgage to Mr. Coy to secure payment of the sum of \$5000.00 with interest as mentioned in the Chattel Mortgage, subject however to a proviso for redemption on payment of said sum of \$5000.00 and interest.

2. Mr. Coy, from time to time, advanced further moneys to Terminal Lumber & Fuel Company and these were secured by the said Indenture of Chattel Mortgage. As at the 28th day of February 1942 the amount owing by Terminal Lumber & Fuel Company to Mr. Coy exceeded \$7000.00. Mr. Coy was then requesting payment of the amount.

3. On the 28th February 1942, and in order to prevent any foreclosure proceedings, and probably to obtain a release of the personal liability on the part of the three Japanese to Mr. Coy, the Japanese offered to give to Mr. Coy a Bill of Sale of the said goods and chattels if Mr. Coy would give a Release to them of all his claims against them under the Chattel Mortgage. Mr. Coy discussed this matter with us and we pointed out to him the following:-

(a) He had the right to look to and recover from the three Japanese all moneys owing to him under the Chattel Mortgage.

The Manager,
The Office of Custodian
Japanese Evacuation Section

Page 2.
Nov. 23 1942
Terminal Lumber etc.

(b) He had the right to look to his security, being said goods and chattels, for payment as well as retaining his rights against the three Japanese.

(c) The necessary proceedings would be either by foreclosure or by sale.

4. After the matter had been thoroughly canvassed by Mr. Coy and the writer, Mr. Coy decided to accept a Bill of Sale and give the Release and accordingly we prepared a Bill of Sale from the three Japanese and from Terminal Lumber & Fuel Company to Mr. Coy and the same was executed on the 28th February 1942 and registered in the County Court at Vancouver under Number 51663.

5. Mr. Coy entered into possession of the said goods and personal chattels on the 28th February 1942 and has been in possession of the same since then.

6. The three Japanese have no interest whatsoever in the said goods and chattels and the same are the sole property of Mr. Coy.

7. The premises, on which the goods and chattels (mill) are situate, are under the management of the Canadian Bank of Commerce as agents for the owner and the Canadian Bank of Commerce entered into a tenancy agreement with Mr. Coy in March 1942 and Mr. Coy has since that date paid the rent under the terms of the agreement for tenancy.

8. Mr. Coy informs us that the goods and chattels were not in February 1942 and are not now of a value in excess of \$5000.00 and we have been informed by mill men that the mill is not of a value anything like \$5000.00 and moreover it will require a considerable sum of money to be expended in order at the present time to put the mill in first class running order.

We now refer to the words - "now given over to Mr. Coy". No doubt the Japanese intended to mean that the mill had been transferred to Mr. Coy, which was of course a fact, but if the Japanese by said words meant that they had an interest in the mill, then the same is not a fact.

Yours truly

HAMILTON READ & PATERSON

Per

Hamilton Read

HR/MP

MEMORANDUM TO FILE

November 18, 1942

File Nos: 11128, 10818 and 3457

Re: Terminal Lumber & Fuel Company

Mr. Coy telephoned to this office on November 2nd, 1942 and stated that he had foreclosed on February 28th, 1942 on mortgage held by him on the assets of the company to protect advances made by Mr. Coy to the company. Mr. Coy, however, stated that his solicitors, Messrs. Hamilton, Read, and Paterson would be communicating with us in this connection.

AMF

HFA:MAD