

13093

MEMORANDUM TO FILE 13093

In regard to the small balance in the account of the Safety Garage Ltd. (\$2.68), it should be noted that payment of the liabilities of this concern have been made from funds standing to the credit of two of the three partners, as follows:

Rikimatsu OTSUJI, File 11044 -	\$10.47
Shuichi ENAMOTO, File 4382	51.18

The third partner, Yeiichi KATAI, File 4717, had no funds in Custodian account.

In view of the large share of the liabilities paid from ENAMOTO's funds, it would seem that he has a better claim on any funds of the company than either of his two partners.



LIABILITY SUMMARY

File No. 13093

March 12, 1947

Re: Safety Garage Limited

Liabilities filed against this company are as follows:

1. Workmen's Compensation Board ..... \$59.55
2. City of Vancouver Scavenging Dept. .... 2.10

*(Paid) 2/25/47*  
*(Paid) 4/3/47*  
*#382 11044*

/TM

Shareholders of this company were as follows:

Rikimatsu OTSUJI, File 11044 (Repatriate)	472 Shares	Custodian Cr. Bal.	\$10.47
Shuichi ENAMOTO, File 4382	106 "	" " "	\$51.71
Yoshiichi KATAI, File 4713	105 "	" " "	Nil

It is our intention to settle the claims against Safety Garage from the funds standing to the credit of Messrs. OTSUJI and ENAMOTO, and have notified ENAMOTO of this intention. Settlement will be made April 14, 1947, unless ENAMOTO notifies us that settlement has been made.

*Fraser*



13093, 4.82

July 22, 1947.

Mr. Shuichi SHIMOTO,  
Registration No. 07905,  
Minto Mine, D. C.

Dear Sir:

Re: SAFETY GARAGE LIMITED

Enclosed is Custodian Cheque in the sum of \$2.68,  
being balance of funds to the credit of Safety Garage Limited  
in this office. These funds represent a dividend paid to  
the firm by Powell Fish Company. This small balance is being  
forwarded to you to partially reimburse you for payments made  
from your personal account in this office against the liabilities  
of the firm.

A stamped, addressed envelope is enclosed for your  
convenience in acknowledging receipt of this cheque.

Yours truly,

for  
A. C. McArthur,  
Office of the Custodian.

/AC  
Enc. cheque \$2.68  
envelope.



March 12, 1947

To: Mrs. McArthur

From: F. Matheson

Re: Safety Garage Ltd. File 13093

According to the Agreement dated March 31, 1942, between Rikimatsu OTSUJI, Shuichi ENAMOTO and Yoichi KATAI and Aubrey Lisle King, all the issued capital of the above-named company (OTSUJI - 472 shares; ENAMOTO - 106 shares; KATAI - 105 shares) were transferred to King, together with the tanks, pumps, office equipment, etc. of the Safety Garage Company.

The liabilities of the Safety Garage Company according to our records are \$61.65, as shown by the Liability Summary.

In addition to the equipment transferred to King, a quantity of garage equipment was found at 514 Alexander Street, apparently tagged with the name of Rikimatsu OTSUJI. This equipment was sold for the net sum of \$51.71, which was credited to the account of OTSUJI.

OTSUJI and KATAI have signed the following: "I have no objection to the proceeds from sale of the tools being sent to Shuichi ENAMOTO."

Would it be in order to accept this as evidence that the tools sold were the personal property of Shuichi ENAMOTO and were not part of the assets of the Safety Garage Ltd.? This is possibly correct as ENAMOTO appears to have been the auto mechanic at this garage.

/FM

*Matheson*



13093

December 20, 1946.

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

Dear Sirs:

Attention: Mr. F. Field.

Re: Safety Garage Limited

Your Mr. Nichols was inquiring the other day regarding the registered office of the above Company. Attached is a copy of a letter received today from the Registrar of Companies.

We would draw your attention particularly to the last paragraph which will, no doubt, have some bearing on your action in respect to this company.

Yours very truly,

A. G. McArthur,  
Office of the Custodian.

AGM/AC  
Enc.





OFFICE OF  
REGISTRAR OF COMPANIES

VICTORIA December 18th, 1946.

A. G. MacArthur, Esq.,  
Office of the Custodian,  
Japanese Evacuation Section,  
506 Royal Bank Building,  
Hastings & Granville,  
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	DEC 20 1946
File No.	13093
Ans.	
Referred	

Dear Sir:-

Re: Safety Garage Limited

I have your letter of the 16th instant and beg to advise that this Company was incorporated on the 18th of February, 1939, and not the 2nd of February, as stated in your letter.

It was stricken from the Register here, under section 205 of the Companies Act, on the 18th of July, 1946, for failing to file Annual report as required by the Act. Its recorded registered office address, while it was on the Register, was 211 Powell Street, Vancouver.

Unfortunately, the fact was overlooked when the Company's name was advertised in the British Columbia Gazette, that it was at one time a Japanese Company. As far as possible, all Japanese Companies have been kept on the Register here. It seems to me now the only thing to be done is for an application to be made to the Court to restore the Company to the Register.

Since dictating the above I have been looking through the Company's documents on file here and find that according to its last report on file made up to the 30th of March, 1942, its shareholders are not Japanese, at that time the Japanese shareholders having transferred their shares on the 22nd of February, 1942.

I am,

Your obedient servant,

*W. A. Murray*  
Deputy Registrar of Companies.

WLL/hh



13093

December 16, 1946.

Registrar of Companies,  
Legislative Buildings,  
Victoria, B. C.

Dear Sir:

Re: Safety Garage Limited

The above-named Company is reported to have been incorporated on February 2, 1939. The registered office was stated, at that time, to be 211 Powell Street, Vancouver, B. C.

Kindly let us know the present registered office of this Company.

Yours truly,

A. G. MacArthur  
Office of the Custodian.

AGM/lc



File No. 13093

Reg. No.

Date July 17/45

Name SAFETY GARAGE LTD.

(Partners - 4382 ENOMOTO, Shichi Reg. 07965

4717 KATAI, Ishimatsu Reg. 03025

11044 OTSUJI, Rikimatsu Reg 09166) .

Your Account has been CREDITED as follows Powell Fish Co. Ltd. - Interim dividend of 8 $\frac{1}{2}$ ¢  
on the dollar - claimed \$ 31.60

Dividend \$ 2.68

Custodian of Enemy Property



File No. 13093

May 31st, 1944

CLAIMS DEPARTMENT

SAFETY GARAGE

Rikimatsu OTSUJI - Owns 472 shares

File No. 11044

Shuichi ENOMOTO - Owns 106 shares

File No. 4382

Teiichi KATAI - Owns 105 shares

File No. 4717

1. Workmen's Compensation Board..... \$59.55

*State that he is unable to pay his debts even in 1944*

AMCA:ND



13093,  
4717,  
4382,  
11044

June 12, 1945.

E. J. Grant, Esq.,  
Barrister & Solicitor,  
615 W. Pender Street,  
Vancouver, B.C.

Re: Safety Garage Ltd.,  
Yeiichi KATAI,  
Shuichi ENOMOTO,  
Rikimatsu OTSUJI.

On reviewing the above files we find two claims against the Safety Garage Ltd., namely, City of Vancouver for scavenging, October 1, 1941 to February 28, 1942, in the sum of \$2.10, and The Workmen's Compensation Board, which covers a period from 1933 to 1942, in the sum of \$55.18. Would you kindly hand these to the right persons for settlement.

We note that in your letter of January 29, 1943, you stated that it was your intention to take up the matter of payment of \$2.50 per month for the use of the chattels mentioned in the memorandum of Agreement between these Japanese and Mr. A. L. King, and presume that these debts can be met from this revenue.

Yours truly,

A. G. McArthur,  
Administration Department.

AGM:AS







MEMORANDUM

File Nos.: 11044  
13093  
2717  
4382

June 1st, 1945.

To: Mrs. McArthur

From: Mr. Green

Re: Safety Garage

On going through the ledger accounts of file 4382, Mr. Good noticed that \$10.00 had been received from the evacuee to pay shipping charges but never disbursed. He asked me to look into this matter and my investigations led me into the various other files attached. I notice that one or two items require attention and as I will not be able to complete these before I go, I am putting this memorandum on file for anyone who may later handle the Safety Garage.

Shuichi Enomoto, when sending us the \$10.00 for shipment of tools, asked among other things, for a battery charger (June 9th, 1943) and a Stromberg Testing Machine (June 15th, 1943). These articles and others came to light as per memorandum of March 13th, 1944, on file 13093 being stored at 514 Alexander Street not 566 Powell Street which was where Shuichi Enomoto had asked for them. They were subsequently sold on file 11044 as per auction sheet of November 2nd, 1944 and I think the net proceeds should clearly be transferred from this file to that of the Safety Garage.

A claim of \$59.55 is filed against the Safety Garage on file 13093 but also appears on 11044 with particulars given in greater detail and should be transferred from that file to 11044 together with bill of \$2.10 from the City of Vancouver Scavenging Department.

Finally, the business and remaining assets of the Safety Garage are covered by Agreement of March 31st, 1942, appearing on all the shareholders' but not on the Safety Garage file. I cannot trace that the monthly rent of \$2.50 has ever been paid to this office although perhaps Mr. E. J. Grant may have received

*all belong on  
13093*



62

M

4

4382



File Nos. 13093 &  
1303

MEMORANDUM

To: Major McAlister

May 29th, 1944

From: Mr. Wilson

Re: Safety Garage

In connection with the Workmen's Compensation Board's claim of \$59.55 against the Safety Garage, which claim you transferred to Toyokuni ARIKADO, File No. 3303, the latter has advised us that this claim does not concern him as he merely owned the premises which were rented to the Safety Garage.

Will you please transfer the claim from Toyokuni ARIKADO's file.

GDM/GH

*Claim Transferred*



Files 13093  
3393  
Int. 940  
" 461

March 13, 1944.

MEMORANDUM

To: Mr. Wilson  
From: Mr. Spain

Re: Safety Garage

During an inspection of the basement at 514 Alexander Street, we discovered what appears to be a considerable quantity of garage equipment.

The basement is so heavily congested with an accumulation of articles, that it will be impossible to make an inventory here. I would suggest that everything belonging to Japanese in this building be moved to warehouse, as the present location is very unsatisfactory from a protection point of view.

The names of other Japanese were noted here, as follows and I have given File Numbers wherever they have been ascertainable:

Harold Haruo ABE (Int. File 940)-  
Declared nothing  
Kichijiro HAGANE (Int. File 461)-  
Declared furniture at another address  
R. OTSUJI (File 11044)- Declared nothing  
S. TABE (File 3039)- " "  
JINDE (File ? ) - " "

If the garage equipment has any value, it would seem to be our duty to sell it for the benefit of creditors in File 11044.

When everything is removed from this basement we will probably uncover the names of innumerable Japanese.

GBS:JS

*W. H. Spain*

*done sold  
on file 11044  
? property  
of safety garage*



13093

November 23rd, 1943

Mr. James E.C. Maxwell,  
3759 West 20th Ave.,  
Vancouver, B. C.

Dear Sir:

Referring to your letter of Nov. 18th  
in regard to purchasing equipment in the garage  
at 209 Powell Street, we advised you on August 3rd  
that this equipment is under lease to the Shell  
Oil Co. Ltd.

At the present time we do not know of  
any other equipment for sale.

Yours truly,

G. D. Milson  
Administration Department

GDM/GH



EVACUATION SECTION

Rec'd NOV 20 1943

File No. 13093

Custodian of Alien  
Property Milson

3754 - West 20<sup>th</sup> Ave  
Vancouver B.C.  
November 18, 1943

Dear Sir -

I would like to know if its possible to purchase any of the Japanese, garage Equipment and Tools at the time of the Evacuation of the Japanese I was considering the taking over of the Safety Garage at Main and Powell St. We couldnt arrive at a deal and the equipment was stowed some where and I was wondering if it would be for sale and if you knew how much they wanted for it. I am in the market for a complete lot of Garage Equipment I would be pleased to hear from you regarding my inquiry at your earliest convenience. I remain  
Sincerely yours,  
James Maxwell



3303 & 13093

July 29th, 1943

Mr. J.E.C. Maxwell,  
3759 West 20th Ave.,  
Vancouver, B. C.

Dear Sir:

Re: Gas Station at 209 Powell St.

We are in receipt of your letter of the 22nd instant and wish to inform you that the property at the above address has not yet been advertised for sale. Please note that the matter will be referred to Mr. Milson on his return from his vacation next week.

Yours truly,

W. J. Johnston  
Administration Department

WJJ/GH



Original letter on File #3303

C  
O  
P  
Y

3759 West 20th Ave.,  
Vancouver, B. C.

July 22nd, 1943.

Mr. Green:

Dear Sir:

I understand that the Japanese Property is being sold and disposed of and am interested in securing some garage equipment. At the time of the evacuation, I was looking at the Safety Garage at the corner of Main and Powell St. with an idea of renting as a going concern, but at the time the tenants wanted to sell all their equipment for cash and wanted a very high price so I dropped it, but I was told that they didn't sell, but stored the stuff and I would like to find out if it is being put up for sale, and if reasonable I would like to buy it complete as it's sufficient to open up a garage with.

One of the Japanese names in the business was Steve Enamoto and is up at Minto, B. C. and the owner of the building is at Toronto, Ontario, his name being Ernie Arikado.

I would greatly appreciate it if you could give me any further information about the property and what way it will be sold and if it's possible to view it before it will be sold.

Thanking you, I remain

Sincerely yours,

"J.E.C. Maxwell"

Phone-Home Address AL. 3043 R.  
Business F 4746.



4382, 4717,  
11044

February 26, 1943.

E. J. Grant, Esq.,  
Barrister and Solicitor,  
615 West Pender Street,  
Vancouver, B. C.

Dear Sir:

Re: Safety Garage Limited

Thank you very much for your letter dated February 24th and for lending to us copy of Agreement dated March 31st, 1942.

We have made copies of this Agreement and return to you attached the original Agreement with many thanks. Comment on the matter is reserved at this time although it appears that the Safety Garage Limited may not have been correctly described as being "free and clear of all debts or encumbrances of any nature or account."

We will be writing to you further in this connection at a later date, following further examination of the matter.

Yours truly,

R. P. Alexander,  
Manager.

RPA:MA  
Enc.



**E. J. GRANT**  
BARRISTER, SOLICITOR  
ETC.

OFFICE: 2045 CROWN BLDG.  
615 WEST PENDER STREET,  
VANCOUVER, B. C.

TELEPHONE PA CINC 8881

24th Feb. 1943.

Department of the Secretary of State  
Office of the Custodian  
Japanese Evacuation Section  
506 Royal Bank Bldg.,  
675 West Hastings St.  
City

EVACUATION SECTION	
Rec'd	FEB 24 1943
File No.	4382
Ans.	
Referred	Alexander

Dear Sir:-

RE: SHUICHI ENOMOTO & SAFETY GARAGE  
YOUR FILE 4382

I beg to acknowledge receipt of your letter of the 10th inst. answer to which has been delayed owing to the absence through illness of both myself and my stenographer.

I now beg to enclose herewith copy of the agreement entered into between the Japanese and Mr. King on the 31st of March 1942 for your information.

Will you be good enough to return this agreement to me after you have perused same and much oblige. *Respectfully*

Yours truly

*me*  
G:F

encl.





4382

February 10, 1943.

Mr. E. J. Grant,  
Barrister and Solicitor,  
615 W Pender Street,  
Vancouver, B. C.

Dear Sir:

Re: Shuichi ENOMOTO and  
Safety Garage Limited.

Thank you very much for your letter dated  
February 3rd, which has been referred to me for attention,  
in connection with the individual and company mentioned  
above.

Would you please be good enough to give us the  
full names of the three or four other individuals of the  
Japanese race interested in the Safety Garage Limited,  
together with an indication of the extent of their  
interest. Specifically, we ask that you be good enough  
to give us a list of the shareholders previous to trans-  
fer of shares to Mr. King, to yourself, and to Mrs. King.

Yours truly,

R. P. Alexander,  
Manager.

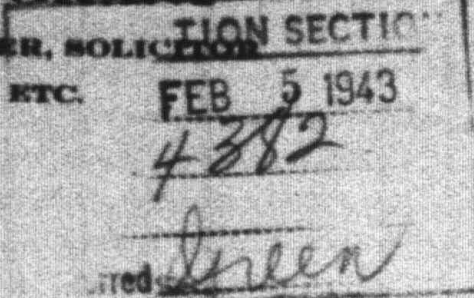
RPA:MA







**E. J. GRANT**  
BARRISTER, SOLICITOR  
ETC.



OFFICES: 204-5 CROWN BLDG.  
615 WEST PENDER STREET,  
VANCOUVER, B.C.

TELEPHONE PA 6196 8851

3rd Feb. 1943.

The Custodian Japanese Evacuation Section  
Department of Secretary of State  
675 West Hastings St.  
City

Dear Sir:-

Re: ENOMOTO, Shuichi your file 4382

I beg to acknowledge receipt of your letter of the 1st inst. This alien was practically correct in declaring he had no property. He with three or four others were interested in a company known as Safety Garage Ltd. formerly operating at 211 Powell St. City.

In order to keep the company alive in the event that it would be possible for them to come back and resume business the King's Motor Cartage took over the lease of the building and made arrangements with the Shell Oil Co. to leave the pumps there for their own private use and are not operating as the Safety Garage Ltd. and to all intents and purposes the Safety Garage Ltd. as a limited company is just kept in existence

The majority of the shares were transferred to Mr. King with one share each to myself and Mrs. King in order to comply with the Companies Act and all we do is hold the yearly meeting and pass the necessary formal resolutions in order to keep the company alive.

The arrangement is that when, if ever, these people are able to come back and resume business Mr. King will return the shares to them without payment of any consideration, the shares having been handed to him in the same way.

In the meantime Mr. King is supposed to be paying a nominal rent of \$2.50 per month for the use of certain equipment which is practically a fixture in the building.

If one of your representatives wishes to do so I would be glad to show him the original agreement entered into between the parties with the consent and approval of the Shell Oil Co.

The only property Enomoto owns is his tools which is the original subject matter of this correspondence.

Trusting this will give you the information you desire

Yours truly

G:F



E. S. H. WINN, E. C., CHAIRMAN  
PARKER WILLIAMS, COMMISSIONER  
J. H. PILLSBURY, COMMISSIONER  
F. P. ARCHIBALD, SECRETARY

ADDRESS ALL COMMUNICATIONS TO THE WORKMEN'S COMPENSATION BOARD,  
411 DUNSMUIR STREET, VANCOUVER, B.C., AND REFER TO CLAIM OR FIRM NUMBER

## The Workmen's Compensation Board

BRITISH COLUMBIA

October 24, 1942.

A. McAlister,  
Claims Department,  
506 Royal Bank Building,  
Vancouver, B. C..

Dear Sir:-

Firm #11920 - 5  
Re: Safety Garage Ltd., 211 Powell Street,  
Vancouver, B. C..

A claim was filed with you on May 1, 1942, against the above named firm in the amount of \$59.55, covering the following items:-

Medical Dues for 1932	\$ 6.18
Adjustment for 1932	\$10.29 (Garage)
Adjustment for 1933	\$ 7.80 (Garage)
Adjustment for 1941	\$23.28 (Auto Repairs)
Adjustment for 1942	\$12.00 (Auto Repairs)

\$59.55

Yours truly

The Workmen's Compensation Board.  
Legal Department.

RWL/K

NOV 2 1942





BRITISH COLUMBIA DIVISION

*The Canadian Credit Men's Trust  
Association, Limited*

OFFICE OF THE MANAGER

JOHN COWAN, M.C.T.

October 20th, 1942

Attention Mr. Alexander

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

Dear Sir:

Re: Canadian Food Distributors and  
and R. Otsuji - File No. 11044

In reply to yours of the 19th inst., we shall be glad if you will kindly refer to our letter of August 10th, 1942, and your reply of August 12th relative to affairs of Rikisatsu Otsuji.

Further to the information already provided, we might add that the claim in the amount of \$276.36 filed in the name of R. Otsuji has now been disallowed due to the fact that it has been shown to be a duplication of the amount filed in the name of Safety Garage Ltd. Under the circumstances the share of the Safety Garage Ltd. in the final dividend of 1 $\frac{1}{4}$ %, amounting to \$3.45, is being held by us to offset in part the \$22.41 previously paid Otsuji on his incorrect claim.

For completion of your file in this matter, we enclose herewith:

1. Circular letter to the Creditors
2. Trustee's statement of receipts and disbursements
3. Dividend list

As indicated, this estate can now be considered as closed, although we shall be glad if you will note that the balance still owing by Otsuji now stands at \$18.66.

Yours truly,

THE CANADIAN CREDIT MEN'S TRUST ASSOCIATION LIMITED

*John Cowan*  
Manager

M/S  
Enc.



11044

19th October, 1942.

The Canadian Credit Men's Trust  
Association Limited,  
602 West Hastings Street,  
Vancouver, B. C.

Dear Sirs:

Re: Safety Garage Limited.

Included in the list of creditors of the Canadian Food Distributors sent to us with your letter dated October 6th is the Safety Garage Limited, whose address was given by you as 209 Powell Street, Vancouver, indicating that his claim on file amounts to \$276.36.

This has been duly noted and we would appreciate your forwarding to us cheque in settlement.

Yours truly,

R. P. Alexander  
Manager

RPA:ECT



LICENSE INSPECTOR'S OFFICE

H. A. URQUHART  
LICENSE INSPECTOR



TELEPHONE FAIRMONT 2711

VANCOUVER, B. C.

June 23, 1942.

OFFICE OF THE CANADIAN  
JAPANESE SECTION

RECEIVED  
JUN 25 1942

Custodian,  
Enemy Alien Property,  
Royal Bank Building,  
VANCOUVER, B. C.

Dear Sirs:-

Re Safety Garage Limited  
211 Powell Street.

R Otsuji

Please be advised that the claim made  
on May 1st, 1942, re the above account for license  
fees for the current year has now been settled  
satisfactory to this Department.

Yours very truly,

H. A. Urquhart  
LICENSE INSPECTOR.

HB:MB

Rikimatsu Otsuji  
651 G. Cardosa.

~~Settled~~

Apparently re  
A  
previous claim attached



ADDRESS ALL COMMUNICATIONS TO THE WORKMEN'S COMPENSATION BOARD,  
411 DUNSMUIR STREET, VANCOUVER, B. C., AND REFER TO CLAIM OR FIRM NUMBER.

E. S. H. WINN, K. C., CHAIRMAN  
PARKER WILLIAMS, COMMISSIONER  
J. H. PILLBURY, COMMISSIONER  
P. P. ARCHIBALD, SECRETARY



BRITISH COLUMBIA

The Workmen's Compensation Board  
VANCOUVER

May 1, 1942.

G.W. McPherson, Custodian,  
Japanese Evacuee Section,  
506 Royal Bank Building,  
Vancouver, B. C.

Dear Sir:

Re: Safety Garage Ltd.,  
Firm #11920 - 5

We are enclosing herewith statutory declaration proving our claim against the above-named in the amount of \$59.55, together with Medical Aid and Assessment Notices showing how this amount is made up.

We would call your attention to the fact that the amount due the Board is a Crown Debt and is given statutory priority on the assets of the Debtor under Section 47 of the Workmen's Compensation Act.

Trusting that we will shortly receive a cheque in settlement of our account.

Yours truly,  
THE WORKMEN'S COMPENSATION BOARD

  
Legal Department

RWL/P  
encl.



CL  
4/5/42

PROOF OF CLAIM

In the Matter of The Estate of Safety Garage Ltd. being a Company composed of persons of the Japanese race, care of G. W. McPherson, Esq., Custodian, Japanese Evacuee Section, 508 Royal Bank Building, Vancouver, B. C.

I, T. J. Corley, of 453 West Twelfth Avenue, in the City of Vancouver, Province of British Columbia, DO SOLEMNLY DECLARE AND SAY:

1. That I am the Collector of Sundry Accounts of the under-mentioned creditor and have knowledge of all circumstances connected with the debt hereinafter referred to.

2. That the said Safety Garage Ltd. was on the 30th day of April, 1942, and still is justly and truly indebted to the City of Vancouver in the sum of \$2.10 as shown by the account hereto annexed and marked "A".

3. That the said City of Vancouver has not nor has any person by its order to my knowledge or belief, for its use, had or received any manner of satisfaction or security except the following:

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it to be of the same force and effect as if made under oath and under and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME, at the City of Vancouver, in the Province of British Columbia, this 4th day of May, 1942.

E. L. R. [Signature]  
A Commissioner for taking affidavits within British Columbia.)

[Signature: Corley]



# FERGUSON'S MOTOR TRANSPORT CO.

VANCOUVER OFFICE  
184 ALEXANDER STREET  
PHONE PACIFIC 6841

WEST VANCOUVER OFFICE  
2222 MARINE DRIVE  
PHONE WEST 88

NORTH VANCOUVER OFFICE  
81 LONSDALE AVE.  
PHONE NORTH 1371

DAILY SERVICE  
TO  
NORTH  
VANCOUVER



DAILY SERVICE  
TO  
WEST  
VANCOUVER

No. \_\_\_\_\_

Lot No. \_\_\_\_\_

RECEIVED IN STORAGE FROM J. Enomoto on March 24th, 1942

Business Address (Owner) \_\_\_\_\_ Business Address \_\_\_\_\_

the goods described below, subject to the terms and conditions herein contained (including conditions on back hereof).

STORAGE RATE \$ 2.50 per month, or any part thereof.

## SCHEDULE

1	3 Boxes Tools	35	68
2	Box 1, 2 & 3	36	69
3	1 Air Compressor	37	70
4	No. 4	38	71
5	Cylinder & Stand	39	72
6	No. 5	40	73
7	Brake Master &	41	74
8	Stand No. 6	42	75
9	Brake Assembly	43	76
10	No. 7	44	77
11	Hydraulic Jack	45	78
12	No. 8	46	79
13		47	80
14		48	81
15		49	82
16		50	83
17		51	84
18		52	85
19		53	86
20		54	87
21		55	88
22		56	89
23		57	90
24		58	91
25		59	92
26		60	93
27		61	94
28		62	95
29		63	96
30		64	97
31		65	98
32		66	99
33		67	100
34			

COPY

TOTAL EXCESS VALUE IS \$ \_\_\_\_\_

ITEMIZED IN AMOUNTS OPPOSITE EACH ARTICLE ABOVE

UNRECOVERED: 100-Box Goods 10-Stacked 100-Stacked 100-Stacked by Owner 10-Stacked 10-Stacked

This Storage Contract is issued under the provisions of the Warehouseman's Lien Act.  
Whereas it is the intention of the parties to this contract to store the goods of the owner or holder of the goods, and a warehouse receipt following in this contract, and issued by a warehouseman, when delivered to the owner or holder of the goods, or to the owner or holder of the goods, shall constitute the contract between the owner or holder and the warehouseman; provided that the owner or holder may, within twenty days after such delivery or mailing, notify the warehouseman in writing that he does not accept such contract, and thereupon he shall remove the goods deposited subject to the warehouseman's lien for charges, and if such notice is not given, then the said warehouseman receipt so delivered or mailed shall constitute the contract.  
I hereby declare that I am the owner of the goods herein mentioned free of any encumbrance whatever, and that the above listing and description thereof are correct. I hereby acknowledge receipt, and accept conditions of this Storage Contract.

FERGUSON'S MOTOR TRANSPORT CO.  
J. Ferguson

(Signed) J. Enomoto  
331 Powell Street

For \_\_\_\_\_ Address for Mail \_\_\_\_\_

REMARKS—This is a receipt for your goods. Goods are stored as goods will not be delivered except on presentation of same.  
Storage Rate does not include Insurance.

Printed and Published by Ferguson's Motor Transport Co., Ltd., Vancouver







293  
COPY

MEMORANDUM OF AGREEMENT made this Thirty-first day  
of March in the year of our Lord one thousand nine hundred and  
forty-two,

BETWEEN:

RIKIMATSU OTSUJI, and SCHUICHI ENAMOTO  
and YEUCHI KATAI, all of 211 Powell Street  
in the City of Vancouver, in the Province  
of British Columbia, Garage Proprietors,

(Hereinafter called the "PARTIES OF THE FIRST PART")

OF THE FIRST PART

AND:

AUBREY LISLE KING, of 894 - 14th Avenue  
in the City of New Westminster, in the  
Province of British Columbia, Cartage  
Manager,

(Hereinafter called the "PARTY OF THE SECOND PART")

OF THE SECOND PART

WHEREAS the said Rikimatsu Otsuji is the owner of  
472 fully paid up and non-assessable shares in a company known  
as Safety Garage Limited, and Schuichi Enamoto is the owner of  
106 fully paid up and non-assessable shares in the same company  
and Yeuchi Katai is the owner of 105 fully paid up and non-  
assessable shares in the same company such being all the issued  
capital of the said company.

AND WHEREAS the Parties of the First Part have agreed  
to and with the Party of the Second Part to sell, and the Party  
of the Second Part has agreed to purchase, all the shares of the  
said Parties of the First Part in the said company upon the  
terms and conditions herein set forth;

The consideration for the said sale shall be the  
sum of one dollar (\$1.00) and other valuable consideration.

The said Parties of the First Part hereby set over,  
convey and assign to the Party of the Second Part all their  
right, title and interest in all shares of the capital stock



of the Safety Garage Limited and agree to forthwith endorse or sign the necessary share certificates and to do all or any other acts necessary to transfer to the Party of the Second Part or his nominee or nominees all said shares of stock.

The Party of the Second Part acknowledges having received the following goods and chattels belonging to the said company, namely:-

- 1 Bowser Gas Pump & Hose Nozzle Model  
410 serial #38187
- 1 Wayne Pump with Hose and Nozzle Model  
861 serial #493CHX
- 2 500-gal, gas tanks underground
- 3 Oil High boys
- 2 Oil drum pumps
- 1 Kerosene tank and hand pump
- 1 12½ gal oil drum
- 1 Chain block stand
- 1 battery charging bench
- 2 Shop bench with drawers
- 2 Office show cases
- 2 Office counters
- 1 Office desk
- 1 Exide battery display stand
- 1 Office stool
- 1 Office stove

and hereby agrees to keep the same in good condition ordinary wear and tear or damage by fire or any loss or damage caused by enemy action or other cause beyond the control of the Party of the Second Part, his servants or agents, alone excepted.

And further agrees to pay to the Parties of the First Part or their nominees the sum of \$2.50 per month as



a consideration for the use of same first payment to be made on the 30th day of April, A. D. 1942 and subsequent payments on the 30th day of each and every month thereafter for so long as the Party of the Second Part shall use said equipment.

It is also understood by and between the parties hereto that the said Safety Garage Limited at the date of these presents is free and clear of all debts or encumbrances of any nature or kind.

The Party of the Second Part hereby gives to the Parties of the First Part or any one of them, their heirs or assigns, an unconditional option or privilege to repurchase all the shares held by the Party of the Second Part or controlled by him in the said Company on the same terms and conditions upon which the same have been transferred to him and his nominees, and if and when the said option is exercised by all or any of the Parties of the First Part hereto to return to such party or parties all the goods and chattels and other documents received by him from the Parties of the First Part and put the said Parties of the First Part or either or any of them in possession of the said Safety Garage Limited as a continuing company to all intents and purposes in every respect as the same now exists, and also covenants and agrees that no charges or claim shall be made for any existing good will which may have accrued by reason of the carrying on of the said company in the meantime. Provided however that if the Safety Garage Limited shall become bankrupt or shall cease to carry on at its present location or otherwise that the Party of the Second Part shall in no wise be responsible or held liable as a result thereof.



The said option shall be exercisable by the Parties of the First Part or any of them, their heirs or assigns within three (3) months only from the cessation of hostilities between the Dominion of Canada and the Japanese Empire; or the release of the Parties of the First Part from internment or control by the authorities of the Dominion of Canada; or a declaration of Peace between the said Dominion of Canada and the Japanese Empire; or the permission of the Dominion of Canada to the Parties of the First Part to return to the said City of Vancouver and carry on business; whichever shall first happen, so long as the parties of the First Part are in a position to ask for and obtain a legal transfer of the said shares so coming to them and are permitted to engage in business in the said City of Vancouver.

Upon the exercising of the said option the said shares shall be transferred and given to the Parties of the First Part or such of them as shall take up the option and the control of the company shall be handed over free and clear of all encumbrances, debts, obligations or otherwise howsoever made or incurred or permitted by the Party of the Second Part. And any leases, licences, permits or other documents in force for the time being in connection with the said business and being issued in the name of and being the property of the Safety Garage Limited and being capable of assignment to the Parties of the First Part, shall be duly assigned and transferred by the Party of the Second Part to the Parties of the First Part at the cost and expense of the Parties of the First Part and all proper adjustments for any portion of the year in which such transfer shall take place shall be made between the parties hereto and any balance in favour of the Party of the Second Part shall be paid by the Parties of the First Part as a condition of the making of the said transfer.



Save and except the conditions herein contained the Party of the Second Part shall not be liable, under obligation or called upon by the Parties of the First Part to account for any moneys which may be made in the carrying on of the said Safety Garage Limited business. And it is hereby declared and agreed that all profits arising from the carrying on of the said business prior to exercising of the said option shall be the absolute property of the Party of the Second Part by whom all debts in connection with the carrying on of the said business shall be paid.

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:

"E. J. Grant"

"R. Otsuji"

"Shuichi Enomoto"

"Yeiichi Katai"

"A. L. King"



*Heurte*

# SAFETY GARAGE

AUTO BATTERY SERVICE AND REPAIRS

CARS WASHED AND SIMONIZED

ACCESSORIES. GAS. OIL. ETC.

209-211 POWELL STREET  
VANCOUVER, B. C.

January 10th, 1942.

JAN 12 1942

THE Department of the Secretary of State  
Office of the Custodian,  
1012 Royal Bank Building,  
Vancouver, B. C.

Dear Sirs:

Re: Consolidated regulations  
respecting trading with the  
enemy (1939).

We are not affected by the above ruling  
as the president of the firm is a naturalized  
Canadian and the rest of the members are all Canadian  
born. We have had no business dealings with Japan as  
our trade is purely local.

Trusting that this is the information you  
desire, we remain,

Yours very truly,

SAFETY GARAGE LIMITED,

*W. L. C. G. M. H.*  
Mgt.

ANK



PHONE DOUGLAS 2274

STORAGE AT MODERATE RATE

# SAFETY GARAGE

AUTO BATTERY SERVICE AND REPAIRS

CARS WASHED AND SIMONIZED

ACCESSORIES. GAS. OIL. ETC.

208-211 POWELL STREET  
VANCOUVER, B. C.

RECEIVED

JAN 17 1942

Answered .....

January 16th, 1942.

Department of the Secretary of State,  
Office of the Custodian,  
1409 Royal Bank Bldg.,  
Vancouver, B. C.

Dear Sir:

Attention Mr. G. W. McPherson

With response to your letter of the 12th inst., we are happy to state that all parties concerned with this firm are residing right here in Vancouver, and vicinity.

Yours very truly,

SAFETY GARAGE LIMITED,

*M. Kumagai*  
Per.