

15749

Room 616-744 W. Hastings Street,

November 12th., 1941.

WITHOUT PREJUDICE.

Fernridge Lumber Company Ltd.,
Port Haney,
B. C.

Dear Sir:

Attention Mr. Takamoto.

This will confirm our conversation with regard to drift timber in
Alouette Lake.

We agree to accept your offer for all drift timber and logs in
Alouette Lake at the following prices:

No. 1 and 2 Cedar (and clear cedar chunks, to be specially
scaled under an arrangement with Supervisor of Scalers) \$ 7.00 per M.

No. 3 Cedar, No. 1, 2 & 3 Fir and Hemlock \$ 6.00 per M.

Shingle Bolts to be scaled as logs and paid for accordingly.

Cedar and Cedar chunks unsuitable for logs cut into shingle
bolts and so scaled \$ 2.00 per cord.

We agree to pay all Royalties and Stumpage.

You agree that we shall have the exclusive right to purchase any and
all lumber manufactured (or logs produced for sale) by yourselves, or any subsidiary
company, in your mills at Alouette Lake, at equal competitive market price, which
permits of no hidden rebates or kick backs; if by any reason another buyer is willing
to pay more than current market price, by reason of a shipping shortage or for any other
reason, then and then only we will receive fifty cents per thousand feet for foregoing
our right to purchase. If a failure on our part should happen at various times to
produce orders for lumber manufactured (or logs produced) within a reasonable time
(unless we advance money against this lumber and logs) you are at liberty to sell to
others until we can produce the orders you require.

You agree to commence operations not later than November 17th, 1941,
and work continuously until all logs and shingle bolts from the drift have been collected
into booms ready for scaling.

You agree that each piece of timber will be marked conspicuously with
a registered hammer, which we will furnish you, all logs and bolts to be scaled by a
Provincial Scaler immediately they are boomed, and to avoid Government displeasure each
boom shall be numbered, and rescaled if necessary.

WITHOUT PREJUDICE.

November 12th., 1941.

You agree that a copy of the scale sheet be sent without delay, addressed to the Huskin Timber Company Limited, Room 616 Pacific Building, and that payment be made at the agreed prices ten days after each boom has been scaled, and in any event you agree to pay \$200.00 not later than December 15th., 1941.

It is specially agreed that in gathering all drift you must arrange to prevent any drift from escaping from the booms and working loose on the lake where it could become a menace to boats or transportation, and particularly the Burrard Power Company's dam or dam site.

The drift shall always be held in such a manner as to allow the Burrard Power Company free and uninterrupted transportation facilities and this must be done in such a manner as to save us free from harm, nuisance, or damage claims from the Burrard Power Company.

You agree to pay all wages, Workmen's Compensation Board assessments, and assure that we be kept free from liens, and claims of any kind.

You agree not to float any forest products down the Alouette River over or through the dam or to require the Burrard Power Company to release any water from Alouette Lake for such purpose.

You agree to waive any claim for damage that may occur through the raising and lowering of the waters of Alouette Lake, which may be caused by the operations of the Burrard Power Company's hydroelectric plant.

You agree all operations under this arrangement will be completely extinguished at a period not later than December 31st., 1945.

Failure to observe and comply with any of the provisions of this letter, after thirty days formal notice, would constitute a default, and all conditions become null and void and we would without legal costs or any dispute on your part become the irrevocable possessor of all remaining drift. Should other disputes arise during the continuance of this arrangement, it is specifically agreed that there will be no legal dispute, all settlements to be made by arbitration, you to appoint one arbitrator, we to appoint one arbitrator, they to appoint the third, their decision to be binding on both of us, thus avoiding court action.

Yours very truly,
HUSKIN TIMBER COMPANY, LIMITED

H. B. Langford

HSL/EM

I hereby confirm and agree to the above.

(Signed) YOJIRO TAKIMOTO.

.....

copy

Vancouver, B. C.
December 1st., 1941.

Ruskin Timber Co. Ltd.,
744 Hastings St. W.,
Vancouver, B.C.

Gentlemen:

We are today signing your form of agreement, dated Nov. 12, 1941, written without prejudice, concerning TB 21. area A 22 area B&C Y1. area A&B and includes TB 376 tentatively under following conditions.

1. That, while we sign this agreement, it is definitely understood that each area is a separate transaction to be negotiated as conditions warrant.
2. Should events present themselves, and we do not wish to negotiate any particular area, we are free to exercise our right to refuse any particular area. At the same time, you are to be released from your offer to sell on presentation of a bona fide offer to purchase from any other party.
3. Re Y1 area A., we now offer, subject to your approval, an acquirement to purchase the timber on a stumpage basis of \$2.00 per M of Fir, Cedar and Pine; \$1.00 per M for Hemlock; .75 per M for balsam.

We would agree to commence logging immediately and proceed continuously until completion.

Yours truly,

THE FERNRIDGE LUMBER CO.
(Signed) Y. TAKIMOTO.

We agree to the above
RUSKIN TIMBER CO. LTD.
(Signed) N.S. LOUGHEED.

RUSKIN TIMBER COMPANY LIMITED

Room 616, 744 West Hastings Street - Vancouver, B. C.

November 12th., 1941.

WITHOUT PREJUDICE.

FORM OF AGREEMENT.

Providing you accept our offer and agree to purchase the following properties in the event we complete our negotiations to acquire them:

				<u>Low</u> <u>Estimate</u>	<u>Conservative</u> <u>Estimate</u>
T.B. El, Area A, as per Map	-	580 acres	-	6,500 M.B.F.	8,500 M.B.F.
El, Area B, as per Map	-	240 "	-	5,000 "	7,500 "
El, Area C, Justice Smith cruise	-	600 "	-	18,046 "	20,000 "
El, Area A, as per Map	-	420 "	-	8,000 "	12,000 "
El, Area B, as per Map	-	220 "	-	3,000 "	6,000 "
		<u>1820</u>		<u>40,546</u>	<u>54,000</u>

The old cruises or low estimate were made for commercial logging, today as a milling or logging proposition will well overrun estimates. With regard to T.B. El, Area A, this lot lies along T.B. W, and its purchase is optional in this proposition.

Stumpage payable as and when logged as the same prices as set forth, at a minimum cut, as per Timber Sale X-13608.

You agree to start logging immediately on T.B. El, Area A, and remove from the properties a minimum cut per year, assuming all carrying charges from date of agreement which will be at the time we have title to the property, and pay the same stumpage rates as you are now paying the Provincial Government on timber sale X-13608.

You agree to pay all Royalties, Rentals, Fees and other charges levied by the Provincial Government.

You agree that we shall have the exclusive right to purchase any and all lumber manufactured (or logs produced for sale) by yourselves or any subsidiary company, in your mills at Alouette Lake at equal competitive market price, which permits of no hidden rebates or kick backs; if by any reason another buyer is willing to pay more than current market price by reason of a shipping shortage, or for any other reason, then and then only we will receive fifty cents per thousand feet for foregoing our right to purchase. If a failure on our part should happen at various times to produce orders for lumber manufactured or logs produced, within a reasonable time (unless we advance money against this timber and logs) you are at liberty to sell to others until we can produce the orders you require.

You agree to forego the right to floating any forest products down the Alouette River or through the dam of the Burrard Power Company.

You agree to pay all wages, Workmen's Compensation Board assessments, and assure that we are kept free from liens and claims of any kind.

WITHOUT PREJUDICE.

-2-

November 12th., 1941.

You agree to observe all conditions of the Provincial Forest Act, in connection with cutting timber, cleaning up debris, prevention of fires, and etc., as well as the Timber Mark Act, and all other provisos and conditions of the Timber Birth license.

You agree that in case of default outlined below that all roads and improvements on above properties revert to us.

Failure to observe and comply with any of the provisions of this letter, after thirty days formal notice, would constitute a default, and all conditions become null and void and we would without legal costs or any dispute on your part become the irrevocable possessor of all remaining properties. Should other disputes arise during the continuance of this arrangement, it is specifically agreed that there would be no legal dispute, all settlements to be made by arbitration, you to appoint one arbitrator, we to appoint one arbitrator, they to appoint the third, their decision to be binding on both of us, thus avoiding court action.

You also agree to accept any other clauses that will operate to our mutual understanding clarifying the arrangement between us.

Yours very truly,
HUSKIN TIMBER COMPANY LIMITED,

(Signed) H.S. LOUGHEED
Pres.

NSL/BM

I confirm and agree to the above:

(Signed) FENBRIDGE LUMBER COMPANY
.....

FERNRIDGE LUMBER CO.

MANUFACTURERS OF
LUMBER, SHINGLES, RAILWAY TIES AND
ALL KINDS OF BUILDING SUPPLIES

HANEY, B.C.

RECEIVED
JAN 10 1942

Answered

Haney, B.C.
January 7th, 1942.

G.W. McPherson Esq.,
c/o P.S. Ross & Sons,
1012 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

According to the instructions from you to our Vancouver representative, I, hereby, make the following statements, knowing and conscientiously believing them to be the absolute truths.

That, I, Yojiro Takimoto, 58 yrs. of age, Naturalized British Subject, date of naturalization Sept. 18, 1917, am the sole owner and operator of Fernridge Lumber Company at Haney, B.C.

That, there are no other person or persons interested in any way or form in this Company.

That our operations include logging, lumber and shingle manufacturing and retail lumber yard. Our market is mainly United Kingdom, United States and Eastern Canada. We have no relation, whatsoever in any way or form, financially or otherwise with, Japan, China, or any other Oriental countries.

Yours sincerely,

Fernridge Lumber Company.

Per *Yojiro Takimoto*

TELEPHONE: YARD, HANEY TO
HED. HANEY 68

Y. YAKIMOTO

FERNRIDGE LUMBER CO.

MANUFACTURERS OF
LUMBER, SHINGLES, RAILWAY TIES AND
ALL KINDS OF BUILDING SUPPLIES

HANEY, B.C.

February 9th. 1942.

Mr. G.W. McPherson,
1404 Royal Bank Bldg.,
Vancouver, B.C.

Re: Mr. M. Godo and Mr. M. Kodama's affairs.

In regard to your recent letter concerning loans from above party, this was agreed to be payed back this coming August at the time. As you state these men's affairs are now under your control and your request of immediate payment for same to you, we are sorry as yet to our letter of January 15th. we are not able to do so.

With the new mill running since the last few weeks, we assure you of our prompt attention to it and in the meantime we ask you to please co-operate until then.

Mr. Kodama's War Saving Certificate for \$5.00 should be here soon from Ottawa so just as soon as it arrives it will be sent to you. The balance of \$2.00 deducted from his wage is not enough for another certificate. His War Victory Bond will be sent to you by our representative, Mr. D. Kondo.

Yours very truly,

Fernridge Lumber Company

By: *M. Yakimoto*

*570 from
clearance
2/10/42
for*

1404 Royal Bank Bldg.,
Vancouver, B. C.

11th February, 1942.

The Fernridge Lumber Co.,
Honey, B. C.

Dear Sirs:

I have received from Mr. D. Kondo your letter of the 9th inst. enclosing Dominion of Canada Victory Bond No. K-4A517897 for the sum of \$100.00, the property of Mr. Kodama.

I note that you have not yet received the \$5.00 War Savings Certificate for which he has paid and that there is a balance of \$2.00 deducted from his wages, which you will no doubt include when settling the amount of the loan due to him.

I have handed Mr. Kondo the necessary forms for completion showing the total amount due by you on account of loans and would ask you to complete them showing how much is owing to each person.

Yours truly,

For G. W. McPherson
Authorized Deputy of the Secretary
of State and/or Custodian

HPG:LF

1404 Royal Bank Bldg.,
Vancouver, B. C.

4th March, 1942.

Messrs. Walsh, Bull, Housser, Tupper, Ray & Carroll,
675 West Hastings Street,
Vancouver, B. C.

Attention Mr. Hugo Ray

Dear Sirs:

Re: Fernridge Lumber Co.

I wish to advise that the above company is indebted to Mr. Meichi Goto for the sum of \$500.00 and to Mr. Masayoshi Kodama for the sum of \$600.00. These two Japanese are at present interned and their affairs now come under the control of the Custodian.

As the Fernridge Lumber Co. is to be sold, and as I understand your office is handling same, it would be appreciated if you would forward a cheque to this office for the total amount owing, when the assets are being disposed of.

Yours truly,

For G. W. McPherson
Authorized Deputy of the Secretary
of State and/or Custodian

LF

Walsh, Bull, Housser, Tupper, Ray & Carroll
Barristers & Solicitors

WALTER W. WALSH ALFRED BULL & C. GEORGE E. HOUSSEY
R. H. TUPPER A. HUGO RAY ARTHUR T. CARROLL

C. C. J. MERRITT

CABLE ADDRESS: TUBSIO
(BELLFORD MENELL)
CODES: WESTERN UNION

TELEPHONE: PACIFIC 6121

*The Royal Bank Building,
Vancouver.*

BRITISH COLUMBIA

REPLY ATTENTION OF MR.

Ray

March 6, 1942

The Custodian's Office,
1404 Royal Bank Building,
VANCOUVER, B. C.

Dear Sirs,

re Fernridge Lumber Co.

We have your letter of March 4, 1942.

In this matter our clients bought only a portion of the assets of the Fernridge Lumber Company. The deal was a cash one, and was consummated in approximately two hours, and before we got your letter.

We did, however, tell Takimota that you were expecting to be paid the claims in question, and he stated that he would attend to the matter. We think he banks at the Royal Bank of Canada, East end branch.

Takimota still has considerable other assets, such as a saw mill, which we understand has not yet been disposed of.

Yours very truly,

WALSH BULL HOUSSEY TUPPER RAY & CARROLL

per

Arthur T. Carroll

WLB
A/R/B

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE MANAGER

The Royal Bank of Canada

INCORPORATED 1869

EAST END BRANCH

Vancouver, B.C.

CABLE ADDRESS "ROYALBANK"

March 25, 1942.

Dugald Donaghy, Esq.,
470 Granville St.,
Vancouver, B. C.

Dear Sir:

Re: Fernridge Lumber Co.

With reference to our conversation of today, we attach hereto copy of our Form Le 314, dated January 26, 1935, signed by Y. Takimoto, from which you will note he claims to be sole-owner. We have had dealings with Mr. Takimoto for many years and insofar as we are aware he is sole proprietor of this company, it simply being a name and style under which he conducted his lumber and logging operations.

Yours truly,



Manager.

C
O
P
Y

To,

THE ROYAL BANK OF CANADA

East End Branch
Vancouver, B. C. Branch.

THE UNDERSIGNED, doing business under the name and style of

FERNBRIDGE LUMBER COMPANY

certifies that ^{he}_{she} is the sole owner of the said business and holds ^{himself}_{herself} responsible for all transactions entered into with the Bank under the said trading name, whether by ^{himself}_{herself} or by persons acting under ^{his}_{her} authority. These presents shall continue in force and shall only cease to have effect as and from the date notice in writing to that effect has been given by the undersigned to the said branch of the Bank.

Dated at Vancouver, B. C. the 26th day of

January 19 35

Sge. Y. Takimoto

March 11th., 1942.

Mr. Y. Takimoto,
Port Nancy,
B. C.

Dear Sir:

With regard to my conversation with your
Mr. Kondo today.

A protective committee has been set up,
under the chairmanship of Mr. G.W. McPherson, 1404 Royal
Bank Building, so that ample protection may be given to those
who under recent Federal Regulation may have to dispose of
their property. A circular has been sent out to all effected
to be filled in, showing a list of properties and liabilities,
so that if necessary, proper administration entailing the
least amount of hardship can be made.

This committee is fair minded and if you wish,
Mr. Smith and myself would be glad to help you present your
position to them. I have been associated personally with two
members of this Board, and may be able to help you (particularly
with regard to time), which may be pressing.

Kindly be assured of our fullest co-operation.

Yours very truly,

NSL/EM

MAR 18 1942

RUSKIN TIMBER COMPANY LIMITED

Room 616, 744 West Hastings Street - Vancouver, B. C.

March 18th., 1942.

Mr. C. L. Drewry,
517 Royal Bank Building,
Vancouver, B. C.

Dear Mr. Drewry:

Referring to our conversation yesterday as to the affairs of Mr. Y. Takimoto, Haney, B.C. (Fernridge Lumber Company Limited), and upon giving the matter further consideration, I would like very much, for your information, to outline our position.

Late in 1940, Mr. Y. Takimoto entered into negotiations with us for the establishment of a saw mill at Alouette Lake, near Haney, on a site we were to provide for him, and on January 15th, 1941, we gave him a lease of sufficient land for this purpose, and the right to use our right-of-way from McKechnie Road to Alouette Lake (about 4 1/2 miles) on the following terms:-

That our former Railroad there would be converted into a motor truck road and maintained,

That he would purchase about two and a half million feet of timber floating in Alouette Lake,

That we would have the exclusive right to purchase any and all lumber manufactured or logs produced by himself or any subsidiary company,

Mr. Takimoto agreed that he would not assign this agreement, or enter into a sub-contract with any person, firm or corporation in connection with said timber or cutting or removal thereof, without consent in writing of the Ruskin Timber Company Limited,

That we be furnished with a certified copy of his payroll each month.

Our principal reason for negotiating a contract and lease with him was this; Mr. Takimoto is an experienced and very efficient operator, with a steady crew of first-class mill men and loggers. We were certain, regardless of what the labour situation might be due to War conditions, that he would be able to operate full time.

His mill manufactures, single shift, about 60,000 feet per day, almost wholly exported to England for War requirements. Mr. Takimoto was operating in a power area, and was evacuated on February 28th by the order of Colonel Hill of the Royal Canadian Mounted Police in person. The roads leading to his property have been locked, and the only person watching the property is one of our men.

22-3-42

*McPherson and
Drewry saw
been ahead and
sold him some
interest
in the
company
I think
other
justified
and
concerned*

March 18th., 1942.

Mr. C. L. Drewry.

For some time now the operation has been closed. We were depending on returns to meet payments on timber, which would be used in this mill, and as long as the mill is not operating and no returns accruing, it seriously embarrasses our position.

Our opinion is that as this Firm has been evacuated, it becomes immediately under your jurisdiction. If this is correct, and if you so notify them, what can be done to resume this essential operation we are tied to and depend upon?

Mr. Y. Takimoto's permanent address is Haney, B.C. However, you may find him at 566 Powell Street, phone Highland 1375, or 329 Powell Street, phone Pacific 8925.

How many
This firm, in its location at Alouette Lake, have considerable assets and heavy liabilities, such as wages and current accounts which would have been paid under ordinary conditions. Now that the operation is tied up, and the men out of work (mostly evacuated) they will require their money immediately, and the creditors, owing to the unusual situation, are also pressing hard and threatening legal action, so that this firm (reliable if they could operate) is very much embarrassed. Mr. Takimoto wants to meet his obligations and his assets are ample, providing his creditors can be assured of this and do not take action to involve the situation.

The Fernridge owner is a naturalized Canadian and as such, thought he would be able to operate. The evacuation order has hit him so hard in every way, and we think you should contact him (as we have done) and assure him that you are a protective committee, working under the direction of our Government, to see that his interests are fully protected.

If there is some way to get the operation going, everything will take care of itself, but we understand under the evacuation order that everything is in your hands, and we will be very glad if you will take under consideration what is necessary to relieve the situation.

Yours very truly,
RUSKIN TIMBER COMPANY LIMITED,

W. H. Langford

NSL/BM

GROSSMAN, HOLLAND & Co.

BARRISTERS AND SOLICITORS

STOCK EXCHANGE BUILDING

VANCOUVER, B.C.

MAR 18 1942

TRINITY 1377

Mar. 17th., 1942.

Custodian of Enemy Alien Property (Japanese),
517 Royal Bank Building,
675 W. Hastings Street,
Vancouver, B.C.

Attention Mr. Drewry

Dear Sirs:- Re:- W.L.Stevens and Y. Takimoto

Y. Takimoto operates a small mill and logging operation at Alouette Lake. For some days now all Japanese have been ordered out of this district and the mill has been shut down. He owes a number of bills, among them one to W.L.Stevens, electrical engineers, for whom we are acting. The amount of Mr. Stevens claim is \$1,758.77.

In addition, Mr. Takimoto has on rental 1 25 HP, 440 volt, 33 amp. Lanca-shire motor #51894, which belongs to our clients, and there will be rental at \$25.00 per month accruing on this as from the 1st of March. This motor belongs to our clients and does not belong to Mr. Takimoto.

Our clients are in possession of one 40 HP, 1800 RPM motor which they are presently engaged in rewinding and repairing for Mr. Takimoto, which repairs will cost \$212.40. This amount is in addition to the claim as stated above.

Our understanding is that automatically when the mill was closed down and the Japanese were ordered out, that this property fell under your jurisdiction and care. We are told that Takimoto is endeavouring to make a sale and rather than file a lien at additional cost, we are acquainting you of our client's claim officially, herewith. We should be glad to supply

See
note
attached
to W.
for
Rushin
L. L. L.
18-3-42

you with the details thereof at your request. If the property is not under your jurisdiction and you are not in a position to protect our clients and the other creditors, we will have no other recourse but to file a lien and move to sell at the earliest possible moment. May we say we found it difficult to obtain any information from Mr. Takimoto as to the list of his creditors or his plans.

Could you let us hear from you by return mail as to your position in the matter, and as to whether a sale can be made other than through you, and whether you are in a position to protect us or not.

Yours very truly,

GROSSMAN & HOLLAND,

RRH:H

per *R. Bone Holland*

CARL W. REID

MACHINERY

TELEPHONE: MARINE 3426

119 WEST PENDER ST., VANCOUVER, B. C.

March 27, 1942

Enemy Custodian,
506 Royal Bank Building,
Vancouver, B.C.

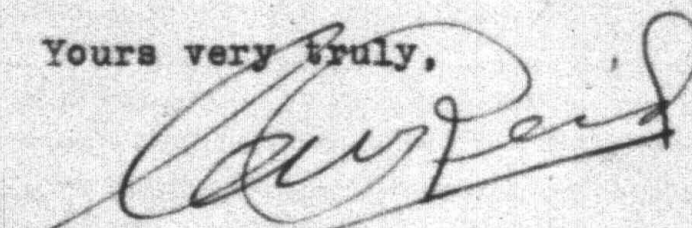
Rec'd	28/3/42
File No.	337
Ans.	
Referred	Mr. Dewey

Dear Sir:

We have a balance owing us by the Fernridge
Lumber Company, Haney B.C. amounting to \$125.00

Have been unable to contact the manager
Takimoto for the past three weeks and wish to inquire
if this account will now be paid through your office,
or if not would appreciate your instructions.

Yours very truly,


Carl W. Reid

*Here is the Custodian's
file. Please return
them*

R/M

WHEREAS by Order in Council Number P.C. 1665 dated the fourth day of March 1942 as amended by Order in Council Number P.C. 2493 dated the twenty-seventh day of March 1942 the Custodian may order that all or any property whatsoever situated in any protected area of British Columbia, belonging to any person of the Japanese race may, for the purpose of protecting the interests of the owner or any other person, be vested in the Custodian;

AND WHEREAS YOJIRO TAKIMOTO a person of the Japanese race carries on business under the name of FERNRIDGE LUMBER COMPANY and has property in a protected area of British Columbia;

AND WHEREAS it appears that the interests of the owner and of the creditors of the said FERNRIDGE LUMBER COMPANY should be protected;

NOW THEREFORE, the Secretary of State and Custodian of Enemy Property by his duly authorized Deputy GLENN WILLOUGHBY McPHERSON hereby orders that all or any property situate in protected areas of British Columbia belonging to the said YOJIRO TAKIMOTO carrying on business under the name of FERNRIDGE LUMBER COMPANY be hereby vested in the Custodian in accordance with the power given by Order in Council Number P.C. 1665 dated the fourth day of March 1942 as amended by Order in Council Number P.C. 2493 dated the twenty-seventh day of March 1942.

DATED at Vancouver this fourth day of April 1942.

G. W. McPherson

(G. W. McPherson)
Authorized Deputy of the Secretary
of State and/or Custodian.

501 Royal Bank Bldg.,
Vancouver, B. C.,
April 23, 1942.

139

Messrs. Buell, Ellis & Sargent,
Senkler, Buell & Van Horne,
Barristers and Solicitors,
744 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Yojiro Takamoto and Fernridge Lumber Co.

I have your letter of April 23rd.

Mr. Takamoto, represented by his solicitor Mr. Russell of the firm of Tiffin, Russell, Du Moulin and Brown, is at present negotiating a sale of his assets and I am advised that the truck referred to is included in the sale. The question of the lien of your clients against the truck will, of course, be considered, and I believe that the sale is to be completed this week. I have been informed that a watchman is on the premises but the Custodian has been permitting Mr. Takamoto to handle matters of this kind.

You will, no doubt, hear from Mr. Russell concerning the payment of the balance of your clients' account and a copy of this letter is being forwarded to him.

Yours truly,

(G. W. MacPherson)
Authorized Deputy of the Secretary
of State and/or Custodian.

GWMcP/FC.

PLEASE ADDRESS CORRESPONDENCE TO
THE DISTRICT FORESTER



OFFICE OF DISTRICT FORESTER
MARINE BUILDING
VANCOUVER, B.C.

April 29, 1942.

MTS X13608

RSR Fernridge Lumber Co.
OP Haz. Fernridge Lumber Co.

DEPARTMENT OF LANDS
FOREST BRANCH

G. W. McPherson, Esq.,
Custodian,
Japanese Evacuee Section,
Department of the Secretary of State,
506 Royal Bank Bldg.,
Vancouver, B. C.

Rec'd.	APR 30 1942
File No.	237
Ans.	
Referred	

Dear Sir:

Referring to an advertisement dated April 13th, 1942, which appeared in the local press, we would advise that at this date the Fernridge Lumber Company of Haney, B. C. is indebted to the Department for stumpage and royalty in the amount of \$860.63 covering charges under S & R Account #285028 and Stumpage Account #58917.

We would further advise that, according to reports on file, this Company, who have been conducting logging operations on Timber Sale X13608, had at the date of last inspection, approximately 800,000 ft. of felled and bucked logs in the woods, and, as a result of operations during the current year, had accumulated 30 acres of slash and snags which, under the provisions of the Forest Act, must be disposed of prior to the 31st of December, 1942.

In the above connection, we would request that arrangements be made for an immediate settlement of the stumpage and royalty charges of \$860.63 referred to above, as under the provisions of the Forest Act the Department has a Lien for the amount of its charges on the lumber, sawmill, logs, and logging equipment belonging to or used by the operators, which Lien constitutes a first charge in priority to all other Liens and to all encumbrances or charges created by any contract or arising under any Statute or otherwise howsoever, and to confer the same rights and to be enforceable in the same manner as the lien and rights of recovery of royalty conferred by the provisions in that behalf of this Act, including an absolute, unconditional power to sell.

With respect to the felled and bucked logs, please be advised that, in the event of arrangements not being made

From 274 W

April 29, 1942.

MTS X13608
RSR Fernridge Lumber Co.
OP Haz. Fernridge Lumber Co.

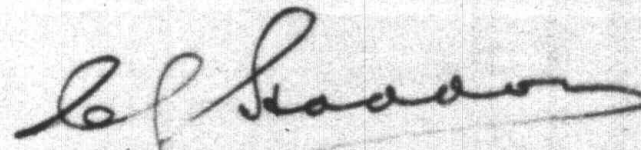
G. W. McPherson (Cont'd.)

for the taking out and marketing of the said logs in the immediate future, the Department will proceed to scale the logs and bill their charges thereon, and in this connection we have a similar Lien to the above in respect to the said charges.

In the event that the slash and snags, resulting from the present year's logging operations, are not disposed of to the satisfaction of the Department by the 31st of December, 1942, a penalty of \$5.00 per acre on approximately 30 acres will be assessed, and under the provisions of the Forest Act the Department also has a Lien as mentioned above.

We would be pleased to receive your advice at an early date in respect to settlement of our accounts against this Company, and also whether or not arrangements have been made to take out and market the felled and bucked logs, and to dispose of the slash and snags referred to.

Yours truly,



C. J. Haddon.
District Forester.

MT

501 Royal Bank Bldg.,
Vancouver, B. C.,
April 30, 1942.

239

The District Forester,
Department of Lands,
Forest Branch,
Marine Building,
Vancouver, B. C.

Dear Sir:

Re: Fernridge Lumber Company

I have your letter of April 29th and wish to thank
you for the information given.

Arrangements are being made at the present time to
clean up all of the questions raised in your letter and I have
forwarded same to Mr. Russell of the firm of Tiffin, Russell,
Du Moulin and Brown, who is acting for Mr. Takimoto, the owner of
the company. I expect you will be hearing from him within the
next few days.

Yours truly,

(G. W. McPherson)
Authorized Deputy of the Secretary
of State and/or Custodian.

GWMcP/TC.

GROSSMAN & HOLLAND

BARRISTERS AND SOLICITORS

PACIFIC 3364

MAX M. GROSSMAN, K.C.
R. ROWE HOLLAND

STOCK EXCHANGE BUILDING

VANCOUVER, B.C.

April 30th., 1942.

*card to Russell
of an file 239*

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
675 W. Hastings St.,
City.

Rec'd	MAY 1 1942
File No.	
Ans.	
Referred	

Dear Sir:- Re:- Y. Takimoto

We are enclosing herewith Statutory Declaration executed by Mr. W.L. Stevens covering the amount of the indebtedness of Mr. Takimoto, operating under the firm name and style of Fernridge Lumber Co., to our client W.L. Stevens, Electrical Engineers.

We are instructed by Mr. Lorne Pike, Solicitor for J.Y. Jim, of 75 E. Pender St., that his client purchased this business through you, subject to the payment inter alia by him through you, of our client's bill.

We have agreed with the purchaser to accept this bill in four payments, the sum of \$347.79, being one-quarter of the full amount, on the 5th day of May, 1942, and the same amount on the 5th days of June, July and August of this year. We understand that payment will be made by the purchaser to you and we would be glad if you would forward us a cheque from time to time, made out to Grossman & Holland, as solicitors for W.L. Stevens.

Would you mind acknowledging receipt of this letter and enclosures and completing the arrangement as made.

Yours very truly,

GROSSMAN & HOLLAND,

per *R. Rowe Holland*

239 274 M
RRH:H

*1391.17
1368.77*

22.40

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

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



BRITISH COLUMBIA

The Workmen's Compensation Board
VANCOUVER

May 7, 1942.

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

Dear Sir:

Re: Yojire Takimoto, Fernridge
Lumber Company, Firm #7180 - 1

We are enclosing herewith statutory declaration proving our claim against the above-named in the amount of \$618.13, 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:FM

From 274-0

TIFFIN, RUSSELL, DU MOULIN & BROWN
BARRISTERS AND SOLICITORS

F. W. TIFFIN
A. M. RUSSELL
L. S. M. DU MOULIN
R. T. DU MOULIN
D. H. BROWN
D. BLAIR SMITH
H. S. CARTWRIGHT
W. H. KERR-EDMONDS
W. J. BROCKELBANK

OFFICES: 10TH FLOOR CREDIT FONCIER BUILDING
850 HASTINGS STREET WEST
VANCOUVER, B.C.

May 14, 1942.

Rec'd	MAY 16 1942
File No.	
Ans.	
Referred	

The Custodian's Office,
501 Royal Bank Building,
Vancouver, B.C.

Dear Sirs:

Re: Fernridge Lumber Company
and Yojiro Takimoto;
Your file No. 239, Legal Section

We wish to acknowledge having received the letters from you, as hereinafter listed, enclosing accounts of the several firms hereinafter mentioned against the above-named, which matters will receive our attention:

1942, April 25	Buell, Ellis & Sargent Canadian Pacific Railway Company Acme Machinery Supply Company
April 28	Silverdale Machine Shops
April 30	District Forester Butler Tire Company
May 2	McLennan, McFeely and Prior Limited W. L. Stevens
May 7	The Workmen's Compensation Board The A. R. Williams Machinery Company Hanson's Letson & Burpee Ltd. Imperial Oil Limited Charles F. Campbell L. Hoffmann & Son

The Custodian's Office - 2

May 14, 1942

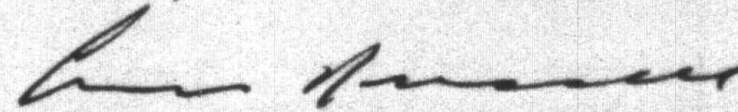
1942, May 9 Clarke and Stuart Company Ltd.

May 11 Simonds Canada Saw Company Limited.

Yours very truly,

TIFFIN, RUSSELL, DU MOULIN & BROWN

Per



AMR:M

RED CEDAR SHINGLE BUREAU—B.C. DIVISION.

RED CEDAR SHINGLES

811 METROPOLITAN BUILDING

VANCOUVER, B. C.

239.

May 22nd, 1942.

Rec'd MAY 22 1942
File No. _____
Ans. _____
Referred _____

Mr. G. W. McPherson,
Custodian for Enemy Property,
501 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

This is to advise you that the Fernridge Lumber Co. of Haney, B. C. owe the Red Cedar Shingle Bureau the balance of \$100.00 in connection with their shingle mill operation. \$25.00 each of this amount was due and payable on March 2nd, April 2nd and May 1st, respectively, and another \$25.00 will be due and payable on June 1st. We understand that in filing a statement of their affairs this indebtedness was not declared to you. The indebtedness is covered by notes signed by the proper signing officers of the Fernridge Lumber Co. at the time of execution.

We would appreciate your advising us as to what it will be necessary for us to do to have this claim filed with you in proper order.

Yours very truly,

G. S. Raphael
G. S. RAPHAEL
Secy. B. C. Division

From 274 T.

GSR:PB

TIFFIN, RUSSELL, DU MOULIN & BROWN
BARRISTERS AND SOLICITORS

F. W. TIFFIN
A. M. RUSSELL
L. ST. M. DU MOULIN
R. T. DU MOULIN
D. MCK. BROWN
D. BLAIR SMITH
H. S. CARTWRIGHT
W. H. KEMP-EDMONDS
W. J. BROCKELBANK

OFFICES: 10TH FLOOR CREDIT FONCIER BUILDING
880 HASTINGS STREET WEST
VANCOUVER, B.C.

June 10, 1942

Edgar T. Read, Esq.,
The Custodian's Office,
Royal Bank Building,
Vancouver, B.C.

Dear Sir:

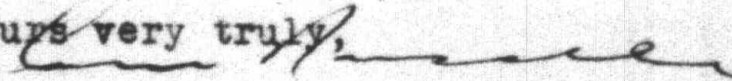
Re: Fernridge Lumber Company

I wish to acknowledge your letter of the 5th inst. enclosing copy of a letter dated June 2, 1942 written to the Office of the Custodian by the Canadian Credit Men's Trust Association Ltd.

I attended on Mr. Cowan, Manager of Canadian Credit Men's Trust Association, and discussed the contents of his letter with him. The purchaser of Takimoto's Allouette mill property had asked some of the larger creditors for an extension of time within which to pay their claims in full. Several were agreeable to granting the purchaser's request, evidently some were not.

I have arranged with the Canadian Credit Men's Trust Association to take this matter up with the purchaser's solicitor, Mr. Pyke. It will of course be settled to the creditors' satisfaction.

Yours very truly,



AMR:M

TIFFIN, RUSSELL, DU MOULIN & BROWN
BARRISTERS AND SOLICITORS

E.W. TIFFIN
A.M. RUSSELL
L. ST. M. DU MOULIN
R. J. DU MOULIN
D. MCK. BROWN
D. BLAIR SMITH
H. S. CARTWRIGHT
W. H. KEMP EDMONDS
W. J. BROCKELBANK

OFFICES: 10TH FLOOR CREDIT FONCIER BUILDING
850 HASTINGS STREET WEST
VANCOUVER, B.C.

July 6th 1942

(attention Mr. G.W. McPherson)

Bec'd	JUL 7 1942
File No.	
Ans.	
Referred	

The Custodian's Office,
501 Royal Bank Building,
VANCOUVER, B.C.

Dear Sir: RE YOJIRO TAKIMOTO, CARRYING ON BUSINESS
UNDER THE NAME OF FERNRIDGE LUMBER COMPANY.
- Your File No. 239.-

I wish to acknowledge having received your letter of the 3rd inst., enclosing letter to you from The Canadian Creditmen's Trust Association Limited.

I am making a demand on the purchaser, James Yuen Lim, that he immediately fulfil his agreements contained in the bill of sale from Takimoto. I am so advising the Canadian Creditmen's Trust Association Limited direct.

Yours truly,

AMR/C.

TELEPHONE
4171

CODE USED
BENTLE

CABLE ADDRESS
ROBTMCNAIR

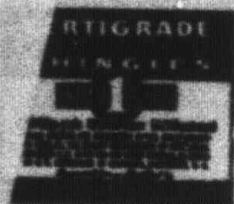
AT

SEP 19 1942

File No.

Referred

THE ROBERT McNAIR SHINGLE CO. LIMITED



MANUFACTURERS OF

BRITISH COLUMBIA RED CEDAR SHINGLES

HAND SPLIT TAPERTIPT SHAKES

CEDAR LATH

OFFICE: 605 PROVINCE BUILDING

108 WEST HASTINGS ST.

VANCOUVER, B. C.



September 18, 1942.

MR. G. W. MacPherson,
Custodian of Enemy Property,
675 W. Hastings St.,
Vancouver, B.C.

Dear Sir:--

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL

As per telephone conversation with your office,
attached is our cheque for \$16.32 - Fernridge Lumber Co.,
Haney, B.C. account. This is in payment of gasoline used
by their carriers in connection with the moving of the
yard lumber which we purchased.

Yours truly,

THE ROBERT McNAIR SHINGLE CO. LTD.

Per

M. H. Holmes

AD

From 274 J.

RED CEDAR SHINGLE BUREAU—B. C. DIVISION

RED CEDAR SHINGLES

611 METROPOLITAN BUILDING

VANCOUVER, B. C.

October 19th, 1942

Rec'd	OCT 20 1942
File No.	
Ans.	

Mr. G. W. McPherson,
Authorized Deputy of the Secretary
of State and/or Custodian,
501 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

You will recall that earlier this year we had some correspondence with you regarding a claim the Bureau had against the Fernridge Lumber Co. You wrote us on May 26th and we wrote you on June 1st on this subject. We have never heard anything more from the firm mentioned in this connection and we are writing to ask if there is anything more that you can do about it for us.

Yours very truly,

G. S. Raphael

G. S. RAPHAEL
Secy. B. C. Division

GSR:PB

From 274 T.

file

MEMORANDUM TO MR. A. M. RUSSELL

September 16, 1948.

I have removed Custodian Fernridge Lumber Company File No. 239 which was sent to you in April 1942. At intervals since then, original letters belonging to the Custodian were sent to your office to be placed on this file. Some of these letters, as listed below, have been found on your own files and have been removed by me and placed on our file 239, which has been removed from your folder 274A. The folder is returned herewith, together with your other Takimoto, Fernridge Lumber and Hancy Mills files.

File 274 I

Letter dated September 18, 1942, Robert McNair Shingle Company to G. W. McPherson.

File 274 M

Letter dated April 30, 1942, from Grossman & Holland to Department of the Secretary of State.

File 274 O

Letter dated May 7, 1942, from the Workmen's Compensation Board to G. W. McPherson.

File 274 T

Letter May 22, 1942, from G. S. Raphael, B. C. Division, Red Cedar Shingle Bureau, to G. W. McPherson.


File 274 T

Letter October 19, 1942, from G. S. Raphael, B. C. Division, Red Cedar Shingle Bureau, to G. W. McPherson.

File 274 W

Letter dated April 29, 1942, from C. J. Haddon, District Forrester, to G. W. McPherson.

AGM/AC


J. B. McArthur,
Office of the Custodian.

September 16, 1948.

I contacted Mr. Gilbert Hogg of the firm of Russell, DuMoulin & Company by telephone today and he gave me permission to remove for our use all carbon copies of Agreements from Mr. Russell's files. I told him that we were retaining our file 239 which has been in the possession of his office since 1942 until this month.

