

3417

INFORMATION FROM R.C.M.P.

Date Nov. 12/43

Our File No. ~~3417~~ 3417

Full Name SHONO, Konosuke.
(Surname in Block Letters)

Registration No. 13474

Male - Female
(check)

Age Dec. 14, 1885

Former Address P.C. Box #174 - Thonook, B.C.

Date Evacuated Apr. 16/42 Naturalized - Canadian-Born - National
(check)
40 Geo. BARRON, Box 393, PICTURE BUTTE
ALTA.

Present Address 40 Mrs. H. J. Stymmer,
Thonook, Alta.

☒ Married - Single
(check)

Name of Wife (SUEMITSU) Mari
(deid) #14576

Name of Husband —

Name of Mother (SAKIHIRA) Shio Name of Father Tomitaro Japan.

Names of Children under 16 (Japan)

Kaichi (M) 25/5/27 #16121

Sumiya (F) 15/4/30

Requested by ECG Registered with Custodian (Yes or No)

Additional Information Farmer (Thonook)

Owner of 10 acres - 1 house.

WHONOCK B.C.
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 3417

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: SHONO Konosuke
HOME ADDRESS: P.O. Box 174, Whonnock, B.C. (31st Ave.,)
REGISTRATION NUMBER 13474 SEX: M AGE: 55
OCCUPATION: Farmer

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Matsu *deceased Dec 21/42*

ADDRESS OF WIFE OR HUSBAND: P.O. Box 174, Whonnock, B. C.

NAMES OF ANY LIVING CHILDREN: Giichi, (M) Kiyoko (F) Koishi (M)

Sumiye (F)

ADDRESS OF CHILDREN: P.O. Box 174, Whonnock, B. C.

AGE OF CHILDREN: 22, 18, 15, 12. yrs

EXHIBIT NO. 749-7
DATE Oct 14/48
FILED BY *W. H. Rice*

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

1. LOCATION AND DESCRIPTION: Title No. 128734 E. 10 acres land.
Title deed in Canadian Bank of Commerce, Mission, B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling house, wooden frame,
5 rooms, 2 storyed. 24'x28' Chicken House 14'x26' Woodshed 14'x26'

3. INSURANCE (Give particulars; state where policies are) North West Fire Insurance Co.
\$1500.00 fire ins. Vancouver Branch. (Pay at Bank of Commerce-Mission)

4. TAXES (Amount and where payable) \$34.00 per yr. at Municipality of Maple Ridge
Paid Aug. 1941.

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

6. OCCUPANCY AND LEASES (If vacant so state) Mrs. Odell will rent house when
family goes away. (Neighbor) *Sub J. Rental not yet decided.*

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Can. Bank of Commerce, Mission
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. None
9. IF FARM LAND STATE CROPS SOWN 3 acres strawberries (sold-Mrs. Odell)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. Same.

2. LANDLORD'S NAME AND ADDRESS:

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

4. STATE WHEREABOUTS OF LEASE:

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
Cupboard, Gramophone, dresser, table, 6 chairs, 4 beds, 2 stoves,
2 shovels, 2 hooks, 3 mattocks, 4 hoes, 2 sledge hammers, 5 wedges,
2 saws, 1 scale, 80 lbs Raspberry wire, 1 fork, 2 peave, 1 iron bar.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS 1 cat 1 dog
to be left with Mrs. Odell.

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)
One \$50.00 Victory Bond 1942. at home.
\$50.00 Pacific Co-operative Union, Mission. ^{Self} for Mission Office
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
\$65.00 Nishiguchi, New Westminster, B.C. (groceries)
\$45.00 Ruskin Box Co., Ruskin, B.C. (crates) Unable to pay before leaving.
2. TRADE DEBTS: None
\$16.39 per month with custodian 12/23/42

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 13th day of April. 1942.

(Signature)

K. Shano

J. Williams
Witness

FOR DEPARTMENTAL USE

REAL PROPERTY SUMMARY

File 3417

V.L.A. B.C. 156-P

JAPANESE NAME: Konosuke SHONO - - Reg. No. 13474

CATALOGUE NO: Part of The Director The Veterans' Land Act first offer.

PROPERTY ADDRESS: 3332 - 31st Avenue, Whonnock, B. C.

LEGAL DESCRIPTION: Lot 10 of the South West quarter of Section 5 Township
15 Map 2410 Municipality of Maple Ridge D.N.W.

TITLE: In the name of Konnosuko SHONO.

EXHIBIT No. 749-6

DATE October 4/42

ENCUMBRANCE: Vesting in Custodian 25127 - 11th Decem 1942.

ASSESSED VALUE: 1942 -
Land \$700.00
Improvements \$100.00 Total \$800.00 Taxes \$23.97.

CLASSIFICATION: Berry farm with buildings. Inspector's report May 23rd, 1942, gives the acreage of the farm as 10 acres, of which 3 acres were in strawberries and $\frac{1}{4}$ acre in raspberries. There is a $1\frac{1}{2}$ storey frame house 24 x 28, 5 rooms, good condition with chicken house and woodshed. At that date the property was occupied by Mrs. ODELL.

HISTORY OF
ADMINISTRATION:

Leased by Konosuke SHONO to Hazel G. ODELL 8th April 1942, for a period of 10 months from 1st April 1942 with the option of renewing for 1943. The lease including buildings, livestock and farm implements. Rental \$300.00 paid to the owner through the Pacific Co-operative Union. Mrs. ODELL made a claim for misrepresentation of acreage and quality of plants, and a settlement at \$113.40 was arrived at.

Insurance for \$1500.00 on buildings and contents expired and was renewed by the Custodian August 24, 1942, with insurance of \$1100.00 on buildings and \$100.00 on contents. The premium of \$21.60 was paid by the Custodian and of this amount \$17.44 was refunded by The Director The Veterans' Land Act to whom the policy had been transferred.

SOLD: To The Director The Veterans' Land Act for \$686.00 as at 1st January 1943.

Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Konosuke SHONO sale price \$686.00, plus refund of insurance \$17.44, total \$703.44; less debits of insurance \$21.60, taxes \$27.42, Certificate of Encumbrance \$1.00 registration fee \$3.00, legal fee \$15.00, telephone charge .80¢, total \$68.82. Net amount released \$634.62.

TITLE: Included in C. of T. 171290-E and payment of consideration included in cheque to Custodian dated March 22, 1944.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED February 6th, 1946.

IN:ML

Charles Thompson

REAL PROPERTY CLAIM

CLAIMANT

Konosuke SHONO

Regn No 13474

PROPERTY SUB-
JECT OF CLAIM

Lot 10 of the SW $\frac{1}{4}$ of Sec 5, Tp 15,
Map 2410, Mun. of Maple Ridge, D.N.W.

Postal address: Whonnock, B.C.

GLATM

Est. value of:	Land (presumably	\$815.00	
	Buildings	750.00	\$1565.00
(Cost is \$705.56			<u>705.56</u>
ALLEGED LOSS			859.44

(Gross Sales Price \$ 686.00)

[illegible]

REFERENCES

HISTORY

JP

Described in JP declaration as: Dwelling house, wooden frame, 5 rooms
2 storeyed. 24'x28'
Chicken house 14'x26'
Woodshed 14'x26'
3 ac in strawberries.

PP.1

The above property was leased by Mrs. Hazel Grace ODELL from Shono on 8 Apr 42. The crop area was represented in the Lease as consisting of 3 ac of Strawberries and $\frac{1}{4}$ acre of Raspberries.

RP.1

On 22 Jun 42 Mrs. Odell wrote to this office noting that the crop area had been ~~xx~~ misrepresented to her by Shono and a Declaration by her dated 9 Oct 42 noted the crop area as follows:

Straws.	1.10 ac
Rasps.	<u>0.15 ac</u>
TOTAL	1.25

RP.2

Summary d/6 Feb 46 gives details of Settlement of Odell crop claim.

RP.3

C of E #50757 d/15 Dec 42 notes Vesting in Custodian, otherwise clear title in name of Claimant.

RP.4

Assessed 1942:	Land	\$ 700.	
	Improvements	100.	\$ 800.
	TAXES: General	11.52	
	School	11.70	
	Library	.75	23.97

RP.5

VLA appraisal 25th June, 1942 \$500.

RP.6

Sold to VLA as at 1 Jan 43 \$686.00

NOTE: No appraisals nor offers to purchase other than VLA received.

JC/..

File No. 3417 ✓
No. 13423

June 19th, 1944

CLAIMS DEPARTMENT

Konosuke SHONO - Reg. No. 13474 - File No. 3417

and

Mrs. Konosuke (Matsu) SHONO - Reg. No. 14546 - File No. 13423
(Deceased)

CREDITORS:-

1. Ruskin Box Mfg. Co. \$ 46.39 Note *Pa*
2. M. Nishiguchi Co. Ltd. 65.00 Note *Pa*
3. Provincial Board of Health
a/c Matsu SHONO, Deceased Dec. 21, 1942 511.65 *Pa*
4. B. C. Security Commission -
a/c Matsu SHONO, Deceased
(funeral expenses)..... 80.00 *Pa*
5. Acreage adjustment -
Hazel G. Odell \$113.40
Paid on a/c July 9'43..... 53.06 60.34 *Pa*
6. Pacific Co-Op. Union.....

763.38

BRD:ND

3417
70556.00
19.44
2

LIABILITY SUMMARY

File No. 3417

Re: SHONO, Konosuke - Reg. No. 13474

The above Japanese declared owing debts to Nishiguchi Company and the Ruskin Box Company. These together with additional claims lodged with this office against him are as follows:

1. N. Nishiguchi Co.Ltd.	\$ 65.00	
2. Ruskin Box Co.	46.39	
3. Provincial Mental Hospital	511.65	(settled for \$255.83)
4. Pacific Co-operative Union	10.14	
5. H. O'dell (crop misrepresentation)	162.00	(settled for \$113.40)
6. B.C.Security Commission (funeral expenses of wife)	80.00	

The first four claims were referred to SHONO and were acknowledged as correct on April 19, 1943 but funds were not sufficient to make payment.

SHONO when leasing his property in 1942 set out certain acreage in crop. The lessee filed a claim for misrepresentation of this acreage claiming \$162.00. This was checked and settled by the Custodian for \$113.40. SHONO was advised on July 16, 1943 for which he thanked us.

The Collector of Revenue for the Mental Hospital agreed to accept a 50% settlement of that claim.

The complete liability picture was presented to SHONO and in his letter dated June 27, 1944 he requested that payment be made. Payment of same was therefore made on July 5, 1944 with the exception of the Pacific Co-operative Union claim which was settled by their deducting \$9.34 from the redemption of SHONO's 1937 share plus 80% interest on a United Farmers Share.

This file reveals no other liabilities.

The above summary is certified to be in accordance with the information on file.

WEA:EH
April 10, 1946

W.E. Peterson

PERSONAL PROPERTY SUMMARY

File No. 3417

Re: SHONO, Konosuke - Reg. No. 13474

CHATELS: The above Japanese declared a quantity of chattels being left on his property at Whonnock, B.C. and they were inventoried by our fieldmen on May 23, 1942.

In February 1945 in preparing properties in that district for liquidation I inspected the property and found all chattels to be missing except for a broken set of scales which was subsequently removed and sold at auction for the net sum of \$3.23 which sum was credited to the account.

I interviewed the original tenant, Mrs. O'dell, regarding the missing chattels. She stated she never lived on the property having her own place near by. She also stated that several different families had lived on the premises since she gave up the property in 1943 and the chattels must have been removed or destroyed by them. No further action was taken in this matter by the Custodian.

SPECIFIED ARTICLES: This file reveals no Specified Articles.

ACCOUNTS RECEIVABLE: The B.C. Electric Rly. Co. paid \$2.68 into this office to SHONO's credit being the refund on his Security Deposit with them.

BONDS & INVESTMENTS: SHONO declared having a \$50.00 Victory Bond. This was not brought under control by the Custodian.

He also declared a \$50.00 share equity in the Pacific Co-operative Union. According to their records his equity was \$140.00 in Unredeemable Shares and \$80.00 in Redeemable Shares the latter being itemized as follows:

\$10.00 - 1937	} Redeemed at par and proceeds less account of \$9.34 credited to SHONO's account.
\$10.00 - 1938	
\$10.00 - 1939	
\$10.00 - 1940	
\$40.00 - 1941	Should be redeemed early in 1947.

All shares including Unredeemable were sent to this office. Interest totalling \$3.28 received on above shares to date.

SHONO was also the holder of a \$10.00 United Farmers share. This was sold by the Custodian for \$65.00 and together with \$2.40 interest that had been received from time to time was credited to SHONO's account.

File No. 3417

(Personal Property Summary - cont.)

LIFE INSURANCE: SHONO declared no insurance. He had been a member of the Pacific Union Mutual aid Fund but his policy lapsed for non-payment.

His wife was also a member of this Society and as she died December 21st, 1942 before the lapsing of her policy the Custodian collected \$105.00 benefits under it and credited same to SHONO's account as beneficiary.

This file reveals no other Personal Property assets.

The above summary is certified to be in accordance with the information on file.

April 10, 1946
WEA:EH

W. E. Anderson

FARM LEASE

EXHIBIT No. 749-2
DATE October 2/42
FILED BY A.O. Virgus

THIS INDENTURE made in duplicate this eighth day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN :-
KONOSUKE IHONO of Whonnock in
the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

HAZEL G. ODELL, wife of GEO. E. ODELL,
of Whonnock in the Province of
British Columbia
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT, for and in consideration of the rents, covenants and conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Maple Ridge, District of New Westminster and Province of British Columbia, more particularly described as :-
"West"

Lot ten (10) of the South East quarter of Section Five (5)
Township Fifteen (15) Map 2410. "C of Title 128734E"

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto

the Lessor the sum of Three hundred (\$300.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged)

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purposes whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

THE LESSEE further covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of :-

Three (3) acres of strawberries
One quarter ($\frac{1}{4}$) acre of raspberries

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good and husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any live stock, farm implements or miscellaneous tools which are left by the Lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent on the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated.

PROVIDED, that if the Lessee shall properly operate the aforesaid lands and premises during the year 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants. The Lessor covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy;

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized and taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors, or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their

hands and seals the day and year first above written.

Signed, Sealed and Delivered by)		
KONOSUKE SHONO and HAZEL G. ODELL(		
in the presence of)	"K. Shono"	"Seal"
"M.M.Fletcher"		
_____)	"Hazel G. Odell"	"Seal"

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see KONOSUKE SHONO and HAZEL G. ODELL, the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief, of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument of and am of the full age of sixteen years.

Sworn before me at Mission City)	
in the Province of British Columbia (	
this eighth day of April A.D. 1942)	
_____)	"M.M.Fletcher"
"J. M. Campbell")	
A Commissioner for taking affidavits)	
within British Columbia.)	

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Nov. 9/48

M. M. Fletcher
6/4

DATE October 4/48

FILED BY A.G. Virtue

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

DETAILS OF TAXATION

APPROVED LAND

WILD LAND

General Rate

16 Mills

General Rate

30 Mills

School Rate

13.14 Mills

School Rate

13.14 Mills

Taxes on 50 per cent of Improvement for Schools

Taxes on 20 per cent of Improvements for General Purposes

ORIGINAL TAX RECEIPT, 1941

1. Add 6 per cent interest on all Arrears and Delinquent Taxes from January 1st, 1941, to date of payment.

2. Add 10 per cent on 1941 taxes which are not paid by August 31st, 1941.

3. Notice Column "B" - Taxes in Arrears - This property will be sold for Taxes on September 30th in the year following this notice, unless the taxes now in arrears are sooner paid.

4. Notice Column "A" - Delinquent Taxes - This property will be sold for Taxes on September 30th in this year, unless the delinquent taxes are sooner paid.

Serial No. 1959

No. C.B. Folio T.R. Folio

Konosuko Shono

Whannock

B.C.

Fifty Cents is the Minimum for Municipal Taxes

Roll No	Description of Land - Typ. 15	Subdivision	Quar-ter	Sec. Lot	Value of Improve-ments	Assessed Value of Land	SUMMARY OF 1941 TAXES	General	School	Wild Land	Street or Sewer	Sewer Tax	Library Tax	Total 1941 Levy	Column "B" Arrears 1940	Column "A" Delinquent 1939 & Prior	Summary of Details of Payment Taxes	Amount	Interest
3095	10	SW	5	100	700	11.52	9.86							.75	22.13	23.82 24.66		11.52 9.86	
																		23.82	
																		.75	
																		23.82	
																		.84	
																		46.79	

H.M. DAVENPORT, C.M.C. and Collector
(Postal Address) HANEY, B.C.
Aug. 5, 1941 Received from K. Shono the sum of
Forty six.79 DOLLARS in payment of Taxes as per details shown above.
H.M. Davenport

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Nov. 9/48

in Shono

Farm Appraisal Report

File No. JL-360

Land Description Lot 10 of S.W. 1/4, Sec. 5, Tp. 15, Map 2410.

Containing 10 Acres

Owner's Name SHONO, Konosuko

Post Office Address Whonnook, B.C.

Nearest Rail Point Whonnook, B.C.

Distance 1 1/2 miles.

Market Town New Westminster - also local facilities

Distance 26 "

Church (give denomination) Whonnook - Anglican & Presbyterian

Distance 1 1/2 "

Nearest School North Whonnook

Distance 1/2 "

State how property was identified: Map location & corner posts.

Roads: State whether property has access to main road, the kind of road and its condition.

Has direct access to 5th Road.

Is this district a good one? Only fair - limited development.

Employment opportunity Very limited.

Predominating Nationality and religion: Mixed - Japanese predominating.

Describe Fencing and its condition: Fenced on North only.

Value \$

Value \$

Water supply: From shallow well.
Electricity - power available.
Lights in house.

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 30	Frame	1 1/2 st.	Shke.	4	Wood	Posts	500.00
Hen House	12 x 21	"	1	"	4	"	"	175.00
BARN	X							
BARN	X							
GRANARY	X							
	X							
	X							
	X							

Total present day value \$ 675.00

\$ 300.00

Total Value Buildings add to farm

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? House in fair condition; not finished upstairs.

Describe the basement and chimneys: No basement; brick chimney on bracket.

No. rooms downstairs? 4 Upstairs? only How finished Wood.

Are buildings painted? None. Condition of paint -

Distance from nearest bush Practically adjacent to bush.

Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
1.61	Level 1.61 ac	Clay loam, 15" to 24"	Small fruits - 7 large stumps	60.00	96.60
.63	Steep hill 0.63 ac	" " "	Small fruits - 26 fir stumps.	40.00	25.20
Area which can be cultivated without cost other than for breaking.					
LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.					
LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
7.76	Rolling 7.76 ac	Sdy. lm. 12" to 18"	Grav.	Clearing, stumping, breaking. 175.00 to 200.00	10.00
Area Unsuitable for Cultivation.					
CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE

10 ac Total value of Land \$ 199.40

Total added by buildings to value of farm \$ 500.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ -

Total value of farm \$ 699.40

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Property unoccupied about a month - tenant in charge. Land is in fair condition, but growth indicates low fertility.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Suitable for small fruits on a limited scale.

Noxious weeds:

No serious weed condition.

Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:

Maple Ridge Municipality -

Assessed - Improvements-\$100.00 - Taxes-\$23.97.
Land-\$700.00

Date: June 24th, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 22 day of June 1942

Inspector's Signature

"D. DODDING"

Note: (Use Form 43 (Sheet 2) in connection with this form.)

K. SHONO

Farm Appraisal Report

Remarks:

This is a low grade property with very limited development and the prospects of further development are doubtful owing to the steep drop as shown on the sketch. This hill is such that the only access to the south is down a steep hill that cannot be traversed by horse or power equipment.

The buildings are comparatively new.

The buildings are comparatively new, but poor types of structures. The soil gives the impression of being

but poor types of structures. The soil gives the impression of being in a low state of fertility and lacking in humus. The property is rented to Mrs. O'Dell discussing the situa

The property is rented to Mrs. O'Dell for \$300.00 for the current season. In discussing the situation with the tenant it appears she rented as having 3 acres in strawberries & $\frac{1}{2}$ acre in Raspberries. She financed through the local Co-operative Association and now does not see how she can possibly make her rent.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

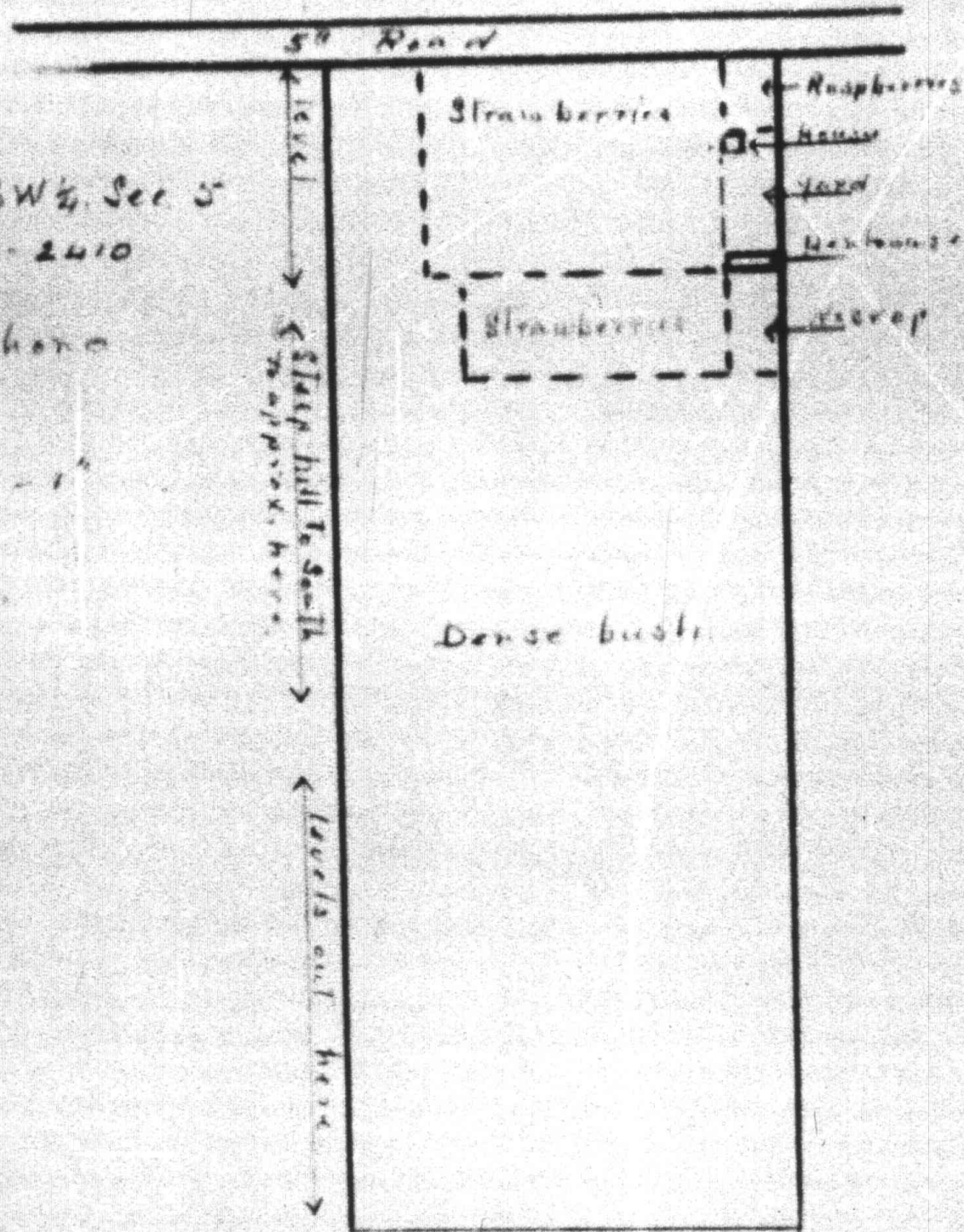
	Quantity	Unit	Present Value
Strawberries	- 2.	acres	\$
Raspberries	- .11	"	\$
No crop	- .13	"	\$
	2.24	"	\$
Bush	- 7.76	"	\$
	10.00	"	\$
			\$
			\$
			\$
			\$
Total			\$

Amount fruit trees add to value of farm \$

Diagram of Property

Lot 10 of SW 1/4 Sec 5
Tp. 15. Map 2410
Managuk. Shono

Scale - 200' = 1"



Following careful review of this appraisal report, it is my opinion that the present
value is \$ 500.00

Date 25th June 19 42.

"I.T. BARNET"
District Superintendent.

NAME SHONO, Kenosuke

REGISTRATION NO. 13474

FILE NO. 3417

The following chattels were sold by public
auction at Mission, B. C. on February 21, 1945.

Broken scales

\$ 4.75

Total

Less Expenses: (Auctioneer's Fee: \$ 0.47
(Advertising: 0.03
(Moving: 1.02

Net Proceeds Credited:

\$	4.75
\$	2.52
\$	3.23

Members of Custodian Staff Present.

Mr. W. E. Anderson

Extracted from Auctioneering List No.

Mission 17.

Remarks.

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by
Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99
of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and
report upon the claims of persons of the Japanese Race under said
Orders-in-Council.

NOV 27 1947

M 360

Ac 156 P 2110 B

Nov. 16

3417

1. Name of Claimant in full:
Konosuke Shono

Registration No.
13474

2. Claimant's address at the time of his evacuation from the protected area:
Whonook, B.C.

3. Claimant's present address:
c/o George Barron, Box 393, Picture Butte, Alberta.

4. Claim relating to real property:

(a) Street address of real property:
31st Avenue, Whonook, B.C.

(b) Legal description of property:
Municipality of Maple Ridge
Lot 10 of the S.W. quarter of Section 5 Township 15
Map 2410 in the District of New Westminster, B.C.

EXHIBIT NO.

DATE

FILED BY

749-8

October 4/48

Y. R. A. Rice

- (c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

Berry Farmer

- (d) Title or interest held by Claimant in the real property:

No. 128734E

- (e) Fair market value of real property at date of sale:

(I) Land— \$ 15.00 8/5. -

(II) Buildings— \$ 750.00

House 24' X 28'
Chicken House 14' X 26' - \$ 750.00
Woodshed

*States need # 705.56
Val land # 8/5. -*

- (f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

\$ 859.44

5. Claims relating to personal property, etc.

- (a) Location at which property was left by Claimant at date of evacuation:

31st Avenue, Monook, B.C.

- (b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Living House - locked

(c) In whose care was property left by the Claimant at date of evacuation?

Custodian

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

Farming Implements	\$150.00
Furnitures and Utensils	\$125.00

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

\$275.00

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will be required.

DATED this 13th day of October, A.D. 1947.

K. Ohno

Witness to Signature of Claimant.

K. J. Shono

Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

Konosuko Shono

(Full Name of Claimant)

c/o Geo. Barron, Box 393, Picture Butte, Alta.

(Present Address)

Beet Laborer.

(Occupation)

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.
2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
3. The above Claim is true and correct.
4. I have not received any payment upon the above Claim other than the following:

705.56 - (check) for land and buildings.

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

DECLARED at *Picture Butte*

in the Province of Alberta,

this *12th* day of *November*

A.D. 1947.

K Shono

Russell D. Russell
A Commissioner for Oaths in and for
the Province of Alberta.

Reading June 30/77 L328

THIS INDENTURE made this 23rd day of February
A.D. 1943.

BETWEEN:

THE SECRETARY OF STATE OF CANADA,
acting in his capacity as Custodian
under and by virtue of Order-in-
Council P.C. 1665, and Amendments
thereto,

HEREINAFTER referred to as the
LESSOR HEREIN OF THE FIRST PART

AND:

HAZEL G. ODELL of WHONNOCK IN THE PROVINCE OF BRITISH COLUMBIA

HEREINAFTER referred to as the
LESSEE HEREIN OF THE SECOND PART.

WHEREAS this Agreement is intended to be supplemental
to a Lease dated the 1st day of April A.D. 1942
and made between Konosuke SHONO as the
Lessor therein and the Lessee herein (hereinafter called the
Lease);

AND WHEREAS the Lessor named in the Lease is a person
of the Japanese race and under the provisions of Order-in-
Council No. 1665 and Amendments thereto and by the registration
or evacuation of the Lessor named in the Lease all his interest
in the demised lands and all his interest as Lessor in the
Lease have vested in the Lessor herein;

AND WHEREAS the Parties hereto are desirous of altering
the Lease in the manner hereinafter appearing;

*copy
of
A.D. 1942
copy*

WITNESSETH that in consideration of the mutual stipulations:-

1. IT IS HEREBY MUTUALLY AGREED that the Lease shall be varied as follows:-

(a) The rental for the residue of the term after the 31~~st~~ day of January 1943 and in substitution for the rental for that residue reserved by the Lease shall be the sum of \$ 75.00 payable on the 1st day of August 1943 (or on each of the following days:

)
(b) The term under the Lease shall not be for the term of 10 months to be computed from the 1st day of April 1942 as provided in the Lease but shall be for the term of 17 (months or years) to be computed from the 1st day of April 1942 and thence to be fully completed and ended on the 31st day of August 1943.

(c) The Lessor herein shall not be deemed to have given any warranty as to the area of the demised lands or of any acreage thereon under cultivation or other acreage howsoever, or of the fitness of the demised lands or any part thereof for any particular purpose.

(d) The Lease as varied hereby shall continue in full force and effect.

2. THE LESSEE hereby attorns to the Lessor herein and becomes a tenant of the said lands from the Lessor herein according to the terms of the Lease as hereby varied.

IN WITNESS WHEREOF the Lessor herein as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Lessee, all on the day and year first above written.

SIGNED by the said Lessor by his
authorized deputy, in the
presence of:-

Dorothy Harrick

F. G. Shears

(F. G. SHEARS)
Authorized Deputy of the Secretary
of State and/or Custodian.

SIGNED by the said Lessee in
the presence of:-

W. J. Jones

Wm. J. Jones

Richards

out -> MacArthur

RR

3417

Whonock B.C.
June 22, 1942

Mr. G.W. McPherson
Custodian of Japanese Property
506 Royal Bank Bldg.
Vancouver B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
JUN 24 1942

Dear Sir:-

I have taken over the farm of K. Shono, 5th Road Whonock, with the understanding that there was three acres of Strawberries under cultivation and find that there is less than 2 acres, with 27 large stumps included.

The Pacific Co-Operative Union, and myself only had Mr. Shono's word that there was three acres, I have not taken this up with Mr. Shimek, and will not do anything about it until I hear from you..

I feel that this place has been greatly misrepresented. We would appreciate very much if you would investigate this.

Trusting to hear from you in the near future,
I remain,
Yours truly,

Walter J. Odell

(Mrs. G.E. Odell)

I contacted Mrs. Odell and found things as stated above but as she made her own deal with Shono she did not see where we come into it. Approx crop of a about 2 acres of Strawberries and small patch of Strawberries.
W.H.

IN THE MATTER OF FARM LEASE APRIL 8th. 1942

Konosuke SHONO

to

HASEL G. ODELL

STATEMENT

DECLARATION

I, Hazel G. Odell wife of George E. Odell of Whanoek in the Province of British Columbia, Fruit Farmer, do solemnly declare:-

1. That on the 8th. day of April A.D. 1942 I leased from Konosuke SHONO of Whanoek aforesaid,

Lot Ten (10) of the South East quarter of Section Five (5) Township Fifteen (15), Map 2410, in the Municipality of Maple Ridge for a term of ten months from the first day of April A. D. 1942, at a rental of \$500.00.

2. That at the time of entering into the said lease the said Konosuke SHONO represented to me that the growing crops on the said land consisted of the following:-

Strawberries	3.00	acres
Raspberries	0.25	"
Total	3.25	"

and it was on that basis that I paid the aforesaid rental of \$500.00.

3. That I now find that the aforesaid acreages have been exaggerated.

4. That on or about the 8th. day of October A.D. 1942 I carefully measured all of the growing crops of the various kinds on the said lands and found that there were:-

Strawberries -	65,400 sq. ft.	or	1.90	acres	
Raspberries -	4200	"	or	0.10	"
Total			2.00	"	

being all of the acreage in growing crops on the said land.

5. That the shortage in acreage of growing crops on the aforesaid lands is as follows:-

Strawberries	1.10	acres
Raspberries	0.10	"
Total	1.20	"

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

Declared before me at Mission City in the Province of British Columbia, this 9th. day of October A. D. 1942.

Hazel G. Odell

[Signature]
Commissioner for taking affidavits
within British Columbia

File No 3417

Whonock B.C.
Feb 16, 1943

Mr. W.B. Irie
Pacific Co-Op Union
Mission City B.C.

Re-Konosuko Shono

offered 5th
of 1943 Rd
200

Dear Sir:-

I would like to operate this farm for 1943, however I have been waiting until adjustment was made on 1942 lease. Re-Settlement-I had a notice from Co-Op, that they would settle for 70% of my claim (as I am in urgent need of this money) I accepted that offer. I have found the Co-Op very square in all dealings, however I do not feel that this comes out of Co-Op. I do know that if I did not live up to my agreement there would be an awful howl-and I certainly would have to pay 100%. It seems the Japanese are given more consideration than we are. They were very good neighbors, while they were here, and I want to see them get a square deal, but in times like we are going through, it doesn't pay to let sentiment run away with better judgement.

Now about signing lease for another year -They are nearly all old plants, and even if there is a good year there will not be a wonderful crop-Last year I did not pay for fertilizer, and land had been hoed and cultivated before Mr. Shono left, this will all be extra expense to me this year, and another clause in lease states that no timber whatsoever must be taken of place-Mr Shono told me I could have wood for my own use last year, as he had quite a bit cut, and if I sign lease, would like that favor extended.

I took this place over last year, with out realizing what I was running into, and do not regret it, and am willing to try again only lease terms, must be different. My Husband has been in the Army nearly three years, was down East, when I signed lease last year. He is stationed in Vancouver now, and said that, if I felt like taking responsibility of, leasing Farm, it was entirely up to me, however, he thinks I would be very foolish to pay any more than \$50.00 for 1943 lease.

I have no car, and can not get over to Co-Op by Bus, but would like to hear from you as soon as possible, and if we can come to an agreement, I will make arrangements to go over and sign lease-but-I am in urgent need of Settlement, and must have cash, will not sign lease, unless it is settled.

This is a long letter, however, I may as well get it all straightened out now, instead of starting another year with a lot of misunderstanding, I did not make any money last year, however I feel that if I can Lease place reasonable, and weather is half way decent,, I hope to at least make wages, or I may as well pick for someone else, and not have all the worry, and I would not attempt to take place, unless, I had same support from Co-Op as last year.

Hoping to have a favorable reply, from you as soon as possible.

Yours truly,

(Mrs. G.E.)

Angel. G. Odell.

March 12th, 1943.

Mrs. Hazel Odell,
Whomock, B. C.

Dear Madam:

I have your letter of February 16th concerning the Shono property and your desire to operate it in 1943 and dealing also with the matter of the claim as submitted by you with respect to an alleged shortage of acreage, etc.

The matter of the claim is being dealt with by the Management and you will be advised as to their decision in due course.

In the meantime, there is certain work to be done on the farm if it is to produce crop this year. On the 28th of August last you made an offer through the Soldier Settlement of Canada to operate the place until August 1st, 1943, for the sum of \$75.00 and in accordance with that arrangement, we have prepared and enclose herewith the necessary Agreement.

If you are not prepared now to carry out the arrangement, please return the unsigned documents to this office and affix your signature to the attached notification slip advising us of your unwillingness to carry on.

Yours truly,

G. T. McKay,
Farm Department.

GTM/EM

3417

July 16, 1943.

Mrs. Hazel Odell,
Whonock, B. C.

Dear Madam:

Re: Kenosuke SHONO

Reference is made to the claim you have against Mr. Kenosuke Shono on the score of misrepresentation of crop acreage of \$162.00, settlement of which on a 70% basis equivalent to \$113.40 has been agreed upon.

Please note that the Pacific Co-operative Union has forwarded us a cheque for \$75.00 representing amount owing by you under your collateral agreement and charging this amount to your account with them. Of this figure of \$75.00, the Custodian has returned \$21.94 in settlement of Mr. Kenosuke Shono's debit balance with the Custodian, leaving him with a credit balance with us of \$53.06 only. We have forwarded to the Pacific Co-operative Union a cheque for \$53.06 (the entire balance Mr. Shono had with us) and have asked them to credit this amount to your account with them as representing payment on account of the amount of your claim against Mr. Shono.

According to our records, the balance still owing to you against your claim is therefore \$69.34 and you may be sure that we have a record of this and that the matter of the balance owing to you will be taken into consideration as and when funds become available.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

Copy for File #3417
The Original of this letter was sent to
the Soldier Settlement Board.

Whonnock, B. C.
Aug. 7, 1943.

Mr. McKay
Soldier Settlement Board,
Vancouver, B. C.

Dear Sir:-

Re: K. Shono property

I would like to lease the Shono property for another year, or for 2 yrs. if leases are made out for that long.

The raspberries will be all right for next year, but most of the strawberries will have to be plowed under as they are so old, it would not be worth while to try and get a crop of them.

I would like to keep place as my Husband would like to purchase same after the war, if they are for sale - or now if they are for sale.

I do not think the rent should be any more than \$50.00 a year. This year I took of nearly \$800.00, and my expenses were about \$600.00, my family helped me pick, so have taken \$200.00 to pay up old bills have enough in bank to pay back taxes on our own property.

I have only used the house for berry pickers, but there is a family that have offered me \$15.00 a month rent for house only, as they do not want to be bothered with land, a soldiers wife and family, and said they would pick berries for me next summer if I will only let them have the house. If I could rent the house that money would help towards my expenses next summer, I do not want to live in house, as we have our own place - could rent it but would much rather stay in my own home.

Would like to hear from you as soon as possible, as this family need a house right away.

Yours truly,

(Mrs. G. E.)

"H. G. Odell"

From Spring Hill
Mar. 21 / 44

Department of Secretary of State,
The Canadian Office,
Vancouver, B.C.

EVACUATION SECTION.	
Rec'd	MAR 27 1944
File No.	3417
Ans.	A. G.
Referred	Gibson

Dear sir:—

I acknowledge your receipt of your letter of Mar. 21st, advising to pay the premium to the life insurance. I am very sorry, we can't afford it with the better. So we are out of from this insurance. I still in Mutual Aid fund. I guess you know my wife passed away on Dec. 20th 1942. Had been paying till 1942. But, however, we haven't received any money from the Mutual Aid fund. Now I am enclosing a Mutual Aid fund paper to you. Will you please kindly ask Mutual Aid fund for the money. And from this Mutual Aid fund, will you please pay to the Pacific Co-Operation Union for my Mutual Aid fund. Please send me the rest of the money to me. Also for this 1937 redeemable share, we sent it to Pacific Co-Operation Union long time ago. And had no answer from them. I would like to know, what happen it. Will be waiting for your reply.

Yours truly,
H. Shook

13423
3417

May 3, 1944.

Pacific Co-operative Union,
MISSION CITY, B. C.

Dear Sirs:

Re: Pacific Union Mutual Aid Fund
Cert. No. 680
Mrs. Matsu SHONO (Dec'd)

We wish to thank you for your reply dated April 22nd in which you advise us that Mr. K. SHONO was beneficiary under the above mentioned Membership No. 68.

We are endeavouring to decide as to whether proceeds amounting to \$105.00 in connection with the death claim under the above certificate should be treated as part of the deceased's estate or whether it should be considered as belonging to the beneficiary in the same category as would the proceeds in settlement of a death claim under ordinary life insurance.

I have in front of me the Certificate No. 68 which had been issued to Mrs. M. SHONO and I see that the member is entitled to all of the benefits contained in the By-Laws of the Society and it refers specifically to By-Law 9. Would you be good enough, please, to let us have a copy of the By-Laws referred to therein.

We would be interested to know what your usual practice has been in the past in connection with the payment of death benefits. Has it been your practice to pay funeral expenses direct, or has it been done by making a cheque payable to the beneficiary.

There is another question I would like to clear up too. Mr. K. SHONO, husband of your deceased member, also holds a certificate of membership in the Pacific Union Mutual Aid Fund, and at the time you paid the claim under Membership No. 68, there were dues

(over)

May 3, 1944.

To Pacific Co-operative Union

amounting to \$1.00 for 1943 outstanding on his certificate. As I read the 2nd paragraph of the application for membership, 1939, you were authorized and directed to deduct that money from funds owing by you under Certificate No. 68. I know that he definitely is interested in maintaining his membership in good standing with your Association.

An early reply would be appreciated.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

BENEFITS

No. 9 On the death from any cause (except suicide within two (2) years from the date of the Certificate of Membership) and the approval of the claim by the Board of Directors, the beneficiary of a member of the Society in good standing shall be entitled to the amount received from the assessment mentioned in By-law No. 10, not however exceeding in amount the sum of three hundred (\$300.00) Dollars and in no case exceeding the amount contributed by members as mentioned in said By-Law No. 10.

ASSESSMENTS

No. 10. In addition to the membership fees and annual dues there shall be an assessment of One Dollar (\$1.00) per member for each and every valid claim payable under By-law No. 9 and the beneficiary shall be entitled to be paid the amount received by the Society as a result of such assessment up to the sum of three hundred (\$300.00) Dollars. Should the amount received by the Society on any assessment exceed the sum of Three Hundred (\$300.00) Dollars then any excess may be used by the directors in payment of future claims either in whole or in part.

If and when the membership of the Society exceeds Three Hundred (300), the Directors are empowered to decrease the amount of the assessment to less than the sum of One (\$1.00) Dollar per member if in their absolute discretion an amount sufficient to pay the claim in question can be realized thereby.

All assessments under this by-law shall be deposited in a trust fund and shall be used for no other purpose than the payment of claims mentioned in by-law No. 9.

All assessments made under this By-Law must be paid at the office within thirty days of mailing the assessment notices and shall be deemed to be in arrears if not so paid.

COLLECTION OF ASSESSMENTS AND ANNUAL DUES

No. 11. Each and every member shall pay to the Trustees at the office in cash Annual Dues and Assessments as from time to time levied by order of the Board of Directors, provided that if a member of the Pacific Co-operative Union aforesaid who has applied for and has been granted membership in the Society and the said Pacific Co-operative Union consent in writing thereto, such annual dues or assessments may be charged to a member upon the books of the Society and recouped to the Society upon payment on such member's behalf of the said Pacific Co-operative Union. In case of such consent in writing having been given by the Pacific Co-operative Union and by the member as aforesaid, such member shall be deemed to remain a member in good standing of the Society until such consent has been withdrawn upon the giving of thirty (30) days' notice in writing by the said Pacific Co-operative Union.

SUSPENSION AND RE-INSTATEMENT

No. 12. When a member is in arrears in payment of Annual Dues and/or assessments and/or Special Assessments and/or when the Pacific Co-operative Union has not consented to charge such dues or assessments to the member's account on the books of the Union, such member shall stand suspended from all benefits of the Society. Should such suspension continue for a period of thirty days before making payment of the Annual Dues or Assessments, re-instatement shall only be allowed subject to the Consent of the Board of Directors.

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.
May 5th, 1944.

EVACUATION SECTION	
Rec'd	MAY 8 1944
File No.	13423
Ans.	<i>[Signature]</i>
Referred	<i>Gibson</i>

Mr. S.M. Gibson,
Insurance Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:- Re: Pacific Mutual Aid Fund Cebt. #68
Mrs. M. Shono (Dec'd.)

The benefits as outlined in by law #9 are payable to the beneficiary. We are enclosing herewith a copy of by law #9, #10, #11, #12 for your information in regards to this society. Your request re Mr. K. Shono maintaining his membership cannot be granted. Please refer to by law #11 "Collection of Assessments & Annual Dues."

The reason we were able to pay this claim was due to the fact that none of the members had paid 1943 dues at that time because when the Japanese left, the society was dormant for a year. However when it was decided to get it started again the custodian's office was notified of the Japanese members in arrears for 1943 dues as per by law #11. That thirty day period is long past due now. The society had built up a reserve over a period of years and this benefit was paid out of that reserve at the rate of \$1.00 per member as at the date of death.

Trusting this will meet with your approval,
we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

[Signature]
Geo. A. Reid
Office Manager.

*Mr Reid is sending Complete Copy
of bylaws & Copy of articles
& Incorporation*

GAR-ek

File 13423

May 13, 1944.

MEMORANDUM.

Re: Matsu SHONO (Mrs. Konosuke) #14546.

This woman died in the New Westminster Mental Hospital December 21, 1942. Charges incurred during hospitalization from December 7, 1941 to December 21, 1942 amount to \$511.65.

Konosuke SHONO, #13474, File 3417, was evacuated and is now at Iron Springs, Alberta. Filed against him are the following claims:

Ruskin Box Manufacturing Co.	\$46.39
M. Nishiguchi Co.	65.00
Provincial Board of Health (account Matsu Shono)	511.65
B. C. Security Commission (burial Matsu Shono)	80.00
Debit balance in our office	55.02 (Acresage adjustment claim).

\$758.064

To be credited against this indebtedness will be the proceeds from the sale of real property at Whonock to the V.L.A., approximately 620⁰⁰, the sum of \$105.00 from the Pacific Union Mutual Aid fund payable to Konosuke Shono on the death of his wife Matsu, and a possible Pacific Co-operative Union redeemable shares (\$50) left in care of the Mission Office.

Konosuke Shono has written to this office requesting \$60 for living expenses.

It has been proposed by the Claims Department to credit the \$105 benefit to the account of Matsu Shono (Deceased) out of which the B. C. Security Commission would be paid their claim of \$80, returning the balance of \$25 to the account of Konosuke Shono to be distributed among his other creditors.

This appears to me to be an arbitrary and improper allocation of funds payable to Konosuke Shono, which at the same time gives preference to one creditor over another. Is there any justification for recognizing the claim of the B. C. Security Commission in preference to the claim of the Provincial Board of Health of B. C., or indeed the other creditors who have supplied the debtor with food and equipment, even though they happen to be Japanese?

Debtor
AGM
A. G. McArthur.

AGM: AS

No
McRaid, Pac. C. U. will send articles of Incorporation & Bylaws of Mutual Fund & look up shares.

After consultation with the Legal Dept.

3417

May 23, 1944.

Mr. Konosuke SHONO,
Registration No. 13474,
Iron Springs, Alberta.

Dear Sir:

We wish to acknowledge your letter of May 2, 1944
in which you request a remittance of \$60.00.

We are withholding this remittance as we believe
that you have forgotten the fact that the B. C. Security
Commission advanced to you the sum of \$80.00 to take care
of funeral expenses for your late wife.

We also note in your file that you declared you owed
the Ruskin Box Manufacturing Company the sum of \$46.39 and
to M. Nishiguchi Company the sum of \$65.00. The Provincial
Board of Health have made claim against you for a hospital
account amounting to \$511.65. However, our Claims Department
has on your behalf written to the Provincial Board of Health
attempting to make a settlement at a very much reduced figure. *7/10*

In view of the above indebtedness we have no doubt that
you would wish us to make settlement of these claims against
you in the best way that we see fit and that we shall receive
your approval to do so without delay.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

C
O
P
Y

SCHEDULE "A"

(Section 6,37) "SOCIETIES ACT "

DECLARATION

WE, the undersigned, hereby declare that we desire to form a Society under the " Societies Act" and that:

1. The name of the Society is "Pacific Union Mutual Aid Fund".
2. The object of the Society is to make provision by means of subscriptions against death relieving the husbands, wives, children or other dependents of members in an amount not exceeding Three Hundred (\$300.00) Dollars, but shall not otherwise carry on the business of insurance and shall not be conducted as a trading or mercantile venture or for the purpose of commercial gain.
3. The operations of the Society are to be chiefly carried on in the Town and Municipality of Mission and the surrounding territory in the Province of British Columbia.

DATED this 4th day of June A.D. 1938.

Witnesses:

"William Alfred Goodman"

"Hatzic, B. C."

"Accountant"

"William Alfred Goodman"

"Hatzic, B.C."

"Accountant"

"William Alfred Goodman"

"Hatzic, B. C."

"Accountant"

"William Alfred Goodman"

"Hatzic, B.C."

"Accountant"

"William Alfred Goodman"

"Hatzic, B.C."

"Accountant"

"Ole Sorenson"

"Matsqui, B.C."

"Farmer".

"Teizo Nakashima"

"Lougheed Highway"

"Dewdney, B.C. Farmer".

"Alfred Ernest Catt"

"Dewdney Trunk Road"

"Hatzic, Farmer."

"George Yasuzo Shoji"

"Happy Valley Road"

"Whonnock, Farmer".

"Thomas Huddart"

"Old Silverdale Road"

"Mission City"

"Farmer".

"I hereby certify that a duplicate original of this document has been filed with me pursuant to the Societies Act. Dated this 8th day of June 1938."

"H. G. Gifford"
Registrar of Companies

COPY.

" SOCIETIES ACT"

BY-LAWS

OF

PACIFIC UNION MUTUAL AID FUND.

INTERPRETATION

1. The headings hereto shall not affect the construction hereof.

"The Office" means the head office of the Society and shall be situated at such address in the Town of Mission, in the Province of British Columbia as is determined by the directors from time to time and notice thereof filed with the Registrar of Companies pursuant to Section 27 of the "Societies Act".

"Beneficiary" means the husband, wife, child or other dependent of the member.

"In writing" includes printing, typewriting and other modes of representing or reproducing words in a visible form.

Words importing the masculine gender only include the feminine gender.

Wherever and whenever the word "Society" occurs in any of the printed or written articles of the Constitution, By-Laws, Regulations or Certificates or other legal papers of the Society it shall mean the "Pacific Union Mutual Aid Fund".

NAME

2. The name of the Society shall be "Pacific Union Mutual Aid Fund".

OBJECT

3. The object of the Society is to make provision by means of subscriptions against death relieving the husbands, wives, children or other dependents of members in an amount not exceeding Three Hundred (\$300.00) Dollars, but shall not

I hereby certify that a duplicate original of this document has been filed with me pursuant to the Societies Act.

Dated this 8th day of June 1938.

"H.G. Garrett".
Registrar of Companies.

otherwise carry on the business of insurance and shall not be conducted as a trading or mercantile venture or for the purpose of commercial gain.

MEMBERSHIP.

4. Membership in the Society is limited to those persons who are members of the Pacific Co-operative Union (as association incorporated under the "Co-operative Associations Act") of the Town of Mission in the Province of British Columbia and/ or the wives or husbands of such members and any person of either sex who is a member of the said Pacific Co-operative Union and/ or whose wife or husband is a member of the said Pacific Co-operative Union shall be eligible for membership in the Society provided however that any member of the said Pacific Co-operative Union failing to apply for membership in the Society prior to the 1st of July 1938, shall only be admitted to membership in the Society at the discretion of the Board of Directors and provided further that any person not being a member of the Pacific Co-operative Union on the 1st day of January, 1938, shall not be eligible for membership or entitled to any benefits of the Society until he or she has been a member of the said Pacific Co-operative Union for at least one (1) year prior to his or her application for membership in the Society.

5. Any person eligible for membership in the Society as aforesaid and desiring to become a participant in the benefits thereof shall pay to the Society a membership fee of One (\$1.00) Dollar and shall sign an application for membership in such form as may from time to time be prescribed by the Board of Directors.

6. A Certificate of Membership signed by the President or Vice-President and by the Secretary of the Society and bearing the seal of the Society shall be issued to every person whose application has been accepted by the Directors.

ANNUAL DUES

7. In addition to the membership fee hereinbefore mentioned each member shall pay to the Society an annual fee of One (\$1.00) Dollar such sum to become due and payable by each

member at the office of the Society on or before the 1st day of July in each and every year and shall be deemed to be in arrears if not paid within thirty (30) days after the due date.

RESERVE FUND

8. The membership fees and annual dues shall be placed in a reserve fund for the purpose of defraying expenses incidental to the carrying on of the Society and further additional special assessments may be made from time to time as may be found necessary in the opinion of the Directors for the purpose of paying such expenses and the reserve fund may in the discretion of the Directors be used for the immediate settlement of death claims subject to the provisions of By-Laws 9 and 10.

BENEFITS

9. On the death from any cause (except suicide within two (2) years from the date of the Certificate of Membership) and the approval of the claim by the Board of Directors, the beneficiary of a member of the Society in good standing shall be entitled to the amount received from the assessment mentioned in By-Law No. 10, not however exceeding in amount the sum of Three Hundred (\$300.00) Dollars and in no case exceeding the amount contributed by members as mentioned in said By-Law No. 10.

ASSESSMENTS

10. In addition to the membership fees and annual dues there shall be an assessment of One Dollar (\$1.00) per member for each and every valid claim payable under By-Law No. 9 and the beneficiary shall be entitled to be paid the amount received by the Society as a result of such assessment up to the sum of Three Hundred (\$300.00) Dollars. Should the amount received by the Society on any assessment exceed the sum of Three Hundred (\$300.00) Dollars then any excess may be used by the Directors in payment of future claims either in whole or in part.

If and when the membership of the Society exceeds Three Hundred (300) the Directors are empowered to decrease the amount of the assessment to less than the sum of One (\$1.00) Dollar per member if in their absolute discretion an amount

sufficient to pay the claim in question can be realized thereby.

All assessments under this By-Law shall be deposited in a trust fund and shall be used for no other purpose than the payment of claims mentioned in By-Law No. 9.

All assessments made under this By-Law must be paid at the office within thirty days of mailing the assessment notices and shall be deemed to be in arrears if not so paid.

COLLECTION OF ASSESSMENTS AND ANNUAL DUES.

11. Each and every member shall pay to the Trustees at the office in cash Annual Dues and Assessments as from time to time levied by order of the Board of Directors, provided that if a member of the Pacific Co-operative Union aforesaid who has applied for and has been granted membership in the Society and the said Pacific Co-operative Union consent in writing thereto, such annual dues or assessments may be charged to a member upon the books of the Society and recouped to the Society upon payment on such member's behalf of the said Pacific Co-operative Union. In case of such consent in writing having been given by the Pacific Co-operative Union and by the member as aforesaid, such member shall be deemed to remain a member in good standing of the Society until such consent has been withdrawn upon the giving of thirty (30) days' notice in writing by the said Pacific Co-operative Union.

SUSPENSION AND RE-INSTATEMENT

12. When a member is in arrears in payment of Annual Dues and/or assessments and/or Special Assessments and/or when the Pacific Co-operative Union has not consented to charge such dues or assessments to the member's account on the books of the Union, such member shall stand suspended from all benefits of the Society. Should such suspension continue for a period of thirty days before making payment of the Annual Dues or Assessments, re-instatement shall only be allowed subject to the consent of the Board of Directors.

TERMINATION OF MEMBERSHIP

13. Any person being a member shall cease to be entitled

to benefit:

- (a) When he signified his intention in writing of withdrawing from membership;
- (b) When he ceases to be a member of the Pacific Co-operative Union. Provided that in the case of husband and wife, membership in the Pacific Co-operative Union of either one shall entitle both to membership in the Society.
- (c) When he is suspended from membership pursuant to the provisions of By-Law Number 12.

DIRECTORS

14. The affairs of the Society shall be managed by a Board of Directors consisting of not less than five or more than nine members of the Society. Such Board of Directors to be elected annually by members of the Society in good standing, and may be increased or reduced from time to time in General Meeting so that the number is never less than five. A majority of Directors shall constitute a quorum.

OFFICERS

15. The officers of the Society shall consist of a President, Vice President and Secretary Treasurer, who shall each be members of the Board of Directors and shall be appointed annually by such Board. The terms of engagement of the Secretary-Treasurer shall be set forth in the Minutes of the Directors.

TRUSTEES

16. The trustees of the Society shall be the President, Vice President and the Secretary-Treasurer, and the same trustees shall be responsible for the custody of the Society's funds and property and shall receive all monies due to the Society and shall disburse the same in accordance with the rules herein provided.

MEETINGS

17. The Annual General Meeting of the Society shall be held in the month of January in each and every year, and notice in writing of such meeting shall be mailed to every member in good standing at least ten (10) days prior to the holding of such meeting. The Directors may at any time call a General Meeting of the members by giving them ten (10) days' notice in writing and any twenty-five (25) members may in writing call a meeting of members by giving

ten days' notice. A quorum at such meetings shall consist of not less than one-quarter of the Society's membership represented either in person or by proxy.

19. The business of the Annual General Meeting shall be to receive and consider the report of the Board of Directors for the past year, a balance sheet and financial report and the Auditor's Report, and to elect the Directors in place of those retiring, to fix their remuneration, if any, and to transact any other business which under these presents ought to be transacted at an Annual General Meeting.

20. The President shall preside as Chairman at every meeting of the Association and/or every meeting of the Board of Directors. If at any meeting he be not present within thirty minutes after the time appointed for holding the meeting, the members present shall choose one of the Directors present to be Chairman, or if no Directors shall be present or willing to take the Chair, the members present shall choose one of their number to be Chairman.

21. At any meeting of the Society, or of the Directors, or in case of an equality of votes, the Chairman shall have a casting vote in addition to the vote or votes of which he may be entitled as a member.

22. In case of any dispute as to the admission or rejection of any vote, the Chairman shall determine the same and such determination shall be final and conclusive.

23. The Directors shall have power from time to time, or at any time, to appoint any other persons to be Directors, whether to fill a casual vacancy or as an addition to the Board, but so that the total number of the Directors shall not exceed the maximum hereinbefore prescribed, but any Director so appointed shall hold office only until the next following Annual Meeting of the Society and shall then be eligible for re-election.

24. A Director may retire from his office upon giving ten days' notice in writing to the Secretary-Treasurer of the Society of his intention to do so, and such resignation shall take effect

upon the expiration of such time or its earlier acceptance.

25. Retiring Directors shall be eligible for re-election, and shall continue in office until their successors are appointed.

26. Any person not being a retiring Director shall not unless recommended by the Directors for election be eligible for election to the office of Director, unless he attends personally at the Annual Meeting.

27. Any resolution, the adoption of which is manifested and evidenced by the signature of at least five Directors of the Society without their meeting together, shall have the same force and effect and validity as if such resolution had been adopted at a formal meeting of the Directors.

28. All acts done by any meeting of the Directors, or by any person acting as a Director, shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors, or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed, and was qualified to be a Director.

29. A Director may hold more than one office.

30. The office of a Director shall be, ipso facto vacated if a Director fails to attend three successive meetings of the Directors.

31. The Directors shall cause Minutes to be duly entered in books provided for the purposes:

- (a) of all resolutions and proceedings of meetings of the Association;
- (b) of all appointments of Officers;
- (c) of all names of Directors present at each meeting of Directors;
- (d) of all orders made by the Directors;
- (e) of all resolutions and proceedings of meetings of Directors,

and any such Minutes of any Meeting of the Directors, or of the Society, if purporting to be signed by the Chairman of the

next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such Minutes.

The Minutes of proceedings of meetings of the Society and of the Directors shall be prepared by the Secretary-Treasurer and he shall have the custody of such Minutes as well as of the other books and records of the Society.

32. The seal of the Society shall be kept in the custody of the Secretary-Treasurer and shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least two directors or in the presence of such persons as the Directors may appoint for the purpose and such Directors or other persons shall sign every instrument to which the seal is affixed. The foregoing shall not apply to membership certificates to which the Secretary-Treasurer may affix the seal.

33. No member shall have any right of inspecting any account or book or documents of the Society except as conferred by statute or authorised by these By-Laws or by the Society in a general meeting.

34. The Society may for the purpose of carrying out its objects borrow or raise or secure the payment of money but such power shall not be exercised unless an extraordinary resolution as defined by the Societies Act is first passed authorizing the same and then only to the amount and in the manner provided by such resolution.

35. At least once every year the accounts of the Society shall be examined, and the correctness of the Balance Sheet ascertained by one or more Auditor or Auditors.

36. The members at each Annual Meeting shall appoint an Auditor to hold office until the next Annual Meeting, but the Directors shall appoint an Auditor to hold office until the first Annual Meeting.

37. Any dispute arising out of the affairs of the Society between any members thereof or claiming benefits under the By-Laws of the Society shall be decided by arbitration under the

"Arbitration Act."

38. These By-Laws are supplemental to the terms and provisions of the "Societies Act", under which the Society is incorporated and to any rules and regulations which may from time to time be made by the Lieutenant-Governor in Council for the purpose of carrying out the said Act. and the Provisions of the "Societies Act", as to the requirements for passing an Extraordinary Resolution for the purpose of altering or adding to these By-Laws, shall apply.

DATED this 4th day of June A.D. 1938.

Witnesses:

"William Alfred Goodman"

"Hatzic, B.C."

"Accountant"

"William Alfred Goodman"

"Hatzic, B.C."

"Accountant"

"William Alfred Goodman"

"Hatzic, B.C."

"Accountant"

"William Alfred Goodman"

"Hatzic, B.C."

"Accountant"

"William Alfred Goodman"

"Hatzic, B.C."

"Accountant"

"Ole Sorenson"

"Matsqui, B.C."

"Farmer"

"Teizo Nakashima"

"Lougheed Highway"

"Dewdney, B.C. Farmer"

"Alfred Ernest Catt"

"Dewdney Trunk Road"

"Hatzic, Farmer"

"George Yasuzo Shoji"

"Happy Valley Road"

"Whonnock, Farmer"

"Thomas Huddart"

"Old Silverdale Road"

"Mission City"

"Farmer"

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Mutual, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.
May 22nd, 1944.

EVACUATION SECTION	
Rec'd	MAY 23 1944
File No.	3417
Ans.	Wm
Referred	

Anderson

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

Dear Madam:-

Re: K. Shono

We are herewith enclosing copy of By-Laws
of the Pacific Union Mutual Aid Fund and listed below
are share holdings of K. Shono as at this date.

Redeemable Shares.

Nov. 30/38	C 785	S 1708	10.00
Nov. 30/39	C1043	S 2357	10.00
Nov. 30/40	C1303	S 2982	10.00
Nov. 30/41	C1663	S 5249-52	40.00
			<u>70.00</u>

Unredeemable shares P.C.U.

Jan. 21/42 C 256 S 5094-5107 140.00

United Farmers Co-op. Exchange shares

Nov. 30/34 Cert. # 105 10.00

Kindly return the By-Laws as soon as
possible and oblige.

We remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

Geo. A. Reid
Geo. A. Reid
Office Manager.

GAR-ek

MAKE CHEQUES PAYABLE TO
WELFARE REVENUE TRUST ACCOUNT



THE DEPARTMENT OF
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF THE PROVINCIAL SECRETARY
COLLECTOR OF INSTITUTIONAL REVENUE

COURT HOUSE
800 GEORGIA STREET WEST
VANCOUVER, B.C.
TELEPHONE: MA 5141

EVACUATION SECTION	
Rec'd	JUN 21 1944
File No.	3417
Ans.	
Referred	McAllister

June 21st, 1944

Your file 3417

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

Attention Major McAllister

Dear Sir:

Re: Mrs. Konosuke (Matsu) Shono, Dec'd
Registration No. 14546

Under the circumstances as outlined in our conversation of yesterday morning, the Department is prepared to accept fifty per-cent of the maintenance account of \$511.65 for the hospitalization of the above named while a patient at the Provincial Mental Hospital.

I shall be glad to receive your cheque when funds are available.

Yours very truly,

J.C. McRae,
Collector

M/MB

3417
13423

June 23rd, 1944

Mr. Konosuke SHONO,
Registration No. 13474,
c/o Mr. G. J. Wyman,
Iron Springs, Alta.

Dear Sir:

We have not yet received any reply to our letter dated the 23rd of May, 1944, in connection with claims which are at present filed against you. For your convenience we are again listing these claims below:-

1. Huskin Box Mfg. Co.	\$ 46.39	Note
2. M. Nishiguchi Co. Ltd.	65.00	Note
3. Provincial Board of Health a/c Matsu SHONO, Dec'd., Dec. 21, '42	511.65	
4. B.C. Security Commission - a/c Matsu SHONO, Dec'd. (funeral expenses).....	80.00	
5. Acreage adjustment - Hazel G. Odell.....	\$113.40	
Paid on a/c July 9'43.....	<u>52.06</u>	60.34

With reference to the claim of the Provincial Board of Health, amounting to \$511.65, we have taken this matter up on your behalf with the Collector of Institutional Revenue and we have got him to agree to accept a 50% settlement of this claim, which amounts to \$255.83. This we think you will agree is a very generous settlement for you.

The above claims amount to \$507.56 and as your credit at the present time in this office amounts to \$705.56, when we receive your authorization to pay these claims on your behalf, we can do so and leave a balance of about \$200.00 in your account. We feel sure that you will wish us to do this in order to get your affairs straightened out, and we would appreciate a reply to this effect by return mail.

Yours truly,

A. McAlister,
Claims Department.

AMCA:ND

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

July 6th, 1944.

EVACUATION SECTION	
Rec'd	JUL 7 1944
File No.	
Ans.	
Referred	McAlister

out

Mr. A. McAlister,
Claims Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:- Re: Konosuke Shono - Reg. No. 13474
File No. 3417.

Mrs. Hazel G. Odell doesn't owe us any
money so it will be quite in order to send a
cheque direct to her.

We remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

Geo. A. Reid

Geo. A. Reid
Office Manager.

GAR-ek

ic Address
Address
ACCO

PHONES
Mission Office 65, Plant 55
Matsqui 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

January 24th, 1945.

Mr. R.D. Richardson
Farm Department
Office of the Custodian
506 Royal Bank Bldg.
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JAN 25 1945
File No.	8417
Ans.	
Referred	Richardson

Dear Sir:

Re: Konosuke Shono Reg.No. 13474

We enclose statement of the above party dated March 15th, 1943. From this statement you will notice that there was a debit balance on our books of \$9.34; we then credited the account with the 1937 share leaving a credit of 66¢. This amount was included in our cheque made payable to the Custodian in the amount of \$140.56. The date of this cheque was March 9th, 1943, and if you check up on Shono's account you should find where the 66¢ has been credited to him.

For your information the following is a list of the growers' credits covered by our cheque for \$140.56.

G. Hayashi	\$17.45
S. Iwamoto	16.70
S.Z. Shin	80.05
K. Shono	.66
K. Sugiyama	25.70
	<u>\$140.56</u>

Trusting this will straighten out this matter,
we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per:

Geo. A. Reid
Geo. A. Reid,
Office Manager.

GAR/as
Encl.

3417

10th January, 1946.

Mr. Kono-uko 391-80,
Registration No. 13474,
Iron Springs, Alta.

Dear Sir:

We wish to acknowledge receipt of your letter of the 12th December enclosing four 1941 Pacific Co-operative Union redeemable shares and fourteen unredeemable shares. The 1941 shares will be redeemable some time early in 1947, at which time the funds will be forwarded to you. The fourteen unredeemable shares will be held in safe-keeping for you at this office.

Attached hereto is Custodian cheque in the amount of \$150.00 from funds to your credit here. The Custodian is desirous of making a review of your file, but in view of the tremendous volume of requests it is likely to be some time before it can be completed. We trust these funds will meet with your present needs, and upon completion of the review of your file, your credit balance will be forwarded to you.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

15th April, 1946.

REGISTERED

Mr. Konosuke SHONO,
Registration No. 13474,
Iron Springs, Alberta.

Dear Sir:

Your file has now been reviewed and we take this opportunity of giving you a brief summary of our administration of your affairs.

You registered with this office on the 13th April, 1942, declaring your ownership in a piece of real property at Whonnock. This property at that time, became vested in the Custodian. It had been leased by you on the 8th April, 1942, for a period until 31st January, 1943, for a consideration of \$300.00, which sum was apparently collected by yourself at the time. Your lease stipulated certain acreage in crop, and your lessee filed a claim with this office against you for misrepresentation of the acreage for the sum of \$162.00. This claim was fully investigated and after having obtained legal counsel, and giving it due consideration, the Custodian settled the claim on your behalf, for the sum of \$113.40.

No rentals from the property accrued to your benefit at this office as in accordance with the Canadian Government's policy of liquidation, your property was sold as of the 1st January, 1943, to the Director of Veterans' Land Act. Full details of the property sale were sent to you on the 19th June, 1944, from which statement you will have noted that the net proceeds were credited to your personal account.

Four claims were filed against you at this office:-

M. Nishiguchi Company Limited	\$65.00
Ruskin Box Company	46.39
Provincial Mental Hospital	511.65
Pacific Co-operative Union	10.14

The Custodian negotiated with the hospital authorities, who agreed to accept 50% of their claim or \$255.83, in full settlement of the debt. Full details of your liabilities were sent to you, and in your letter of the 27th June, 1944, you requested that we make payment of them, together with \$80.00 to the B.C. Security Commission for the funeral expenses of your wife. Payment was, therefore, made of your accounts, with the exception of the Pacific Co-operative Union

15th April, 1946

which they had settled themselves, by taking \$9.34 from the redemption value of your 1937 share, and by using 80% interest on your United Farmers' Co-operative share.

You declared a quantity of household furniture and farm equipment being left at Whonnock on your property. Our fieldmen inventoried these shortly after your evacuation and ascertained, at that time, that they appeared to be well protected. In accordance with the Canadian Government's policy of liquidation, our representative called at your property last year, with a view to removing saleable goods to auction. All that could be found on the property that was saleable, were some scales which were sold for the net sum of \$3.23. The balance of your chattels had either been stolen or were worn and rusted and of no value.

The B.C. Electric Railway Company paid \$2.66 in to this office to your credit, being a refund of your security deposit with them.

You declared you were the holder of a Victory bond, but this was not brought under control by the Custodian.

Your equity in the Pacific Co-operative Union, according to their records, was found to be \$140.00 in unredeemable shares and \$80.00 in redeemable shares. These shares issued to you in the years 1937 to 1940 inclusive, with redeemable value of \$40.00, were redeemed at par and the proceeds together with \$3.28 interest on them, was credited to your account as received, less the Co-operative's account as previously referred to. Your equity in redeemable shares is still \$40.00, and these should become due early next year. As you sent all your share certificates to this office for safe-keeping, the funds will be made available to you when received at this office.

You were also the holder of a \$10.00 United Farmers' Co-operative share. This share was sold by the Custodian for \$65.00, and this sum together with \$2.40 interest, has been credited to your account.

Although you declared you had no insurance coverage, it was found that both you and your wife were covered by the Pacific Mutual Aid Society, but these policies expired in 1943, for non-payment of dues. As your wife died on the 21st December, 1942, which was before the lapsing date of her policy, the Custodian negotiated on your behalf and collected the sum of \$105.00 benefits from it. You were fully advised of this at the time, and these funds were credited to you.

Attached hereto is a statement of your account from the date one was last sent to you, and the enclosed cheque in the amount of \$136.25, represents the credit balance as shown.

It would appear that we have accounted for all the property of

every kind told by you in the protected area which vested in the Custodian
and in order that you may confirm this and acknowledge the cheque we are
enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

E. E. Anderson,
Administration Department.

WFA:HA
Encls. (3)

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Lot 10 of the South West Quarter of Section 5
Township 18 Map 8410

In the District of New Westminster.

- (a) Nearest Post Office adjacent to land. Whonnock, B.C.
(b) Number of acres: 10.
(c) When purchased: Nov. 1938
(d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

Duchland
No buildings.

(e) Purchase Price\$ 400.00

6. IMPROVEMENTS:

(a)	Clearing.....3.5.....acres at \$...200.00...per acre	\$	700.00	
(b)	Fencing	\$	10.00	
(c)	Tillage	\$		
(d)	Drainage 200' ditch	\$	40.00	
(e)	Weed Eradication	\$		
(f)	Planting 1/4. raspberries plants	\$	30.00	
	labor		12.00	
(g)	2 1/4. strawberry plants	\$	100.00	
	labor		62.00	962.00
(h)		\$		
	Total	\$	952.00	\$ 1852.00
	Carried Forward	\$		\$ 952.00
				\$ / 352.00

Brought forward

\$ 1352.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Frame house	24x28	1939	\$ 500.00	\$ 350.00	850.00
chicken house	14x24	1939	60.00	40.00	100.00
1 woodshed	12x18	1939	10.00	15.00	25.00
1 shed	12x20	1939	30.00	20.00	50.00
					1025.00

Total Cost of Buildings

\$1025.00

1025.00

Total Cost of Land and All Improvements

\$ 2377.00

Fair Market Value

\$ 1550.00

Sold by Custodian for

\$ 666.00

Loss Claimed on Parcel 1

\$ 864.00

8. Assessment for 1942:

Land \$ 700.00

Improvements \$ 100.00

Total \$ 800.00

9. Appraisal or Valuation (by Custodian):

Lands \$ 199.40

Improvements \$ 675.00

Total \$ 874.40

10. Rental Value per Year: \$ 420.00

11. Fire Insurance on Buildings:

(List amount on each building):

..... \$

..... \$

..... \$

..... \$

12. Documents in Support:

(a) Photographs:

(b) Deeds Land title No. 128734E.

(c) Agreements to Purchase

(d) Leases

(e) Insurance Policies

(f) Correspondence

(g)

(h)

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1\$ 864.00

Parcel 2\$

Parcel 3\$

Parcel 4\$

TOTAL:

\$ 864.00

Konosuke Shono.

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
hand cultivator	1939	\$ 7.50	\$ 4.00	
scale	1937	20.00	14.00	
raspberry wire	1941	9.00	7.00	
falling saw	1935	8.50	4.00	
buck saws (2)	1935	12.00	8.00	
2 shovels	1938	5.00	3.00	
3 hooks	1938	4.50	3.00	
3 mattocks	1937	4.50	2.50	
4 garden hoes	1935	5.00	2.50	
2 sledge hammers	1935	7.00	3.50	
5 wedges	1935	10.00	5.00	
2 peevess	1935	10.00	5.00	
1 iron bar	1935	2.50	1.00	
● kitchen range	1937	30.00	15.00	
stove	1938	6.00	3.00	
4 beds	1936	20.00	12.00	
4 mattresses	1936	14.00	7.00	
gramophone & records	1931	25.00	10.00	
cupboards	1929	15.00	10.00	
dresser	1929	4.50	2.50	
6 chairs	1929	3.10	2.00	
● ing table	1929	5.00	2.50	
utensils	x	x	5.00	
kitchen carpet	1929	5.00	2.50	
			\$135.00	134 ¹⁰

(ADD ADDITIONAL PAGE IF NECESSARY)

(IF CLAIM FOR VESSEL DESCRIBE ON SEPARATE SHEET NUMBERED 6 A)

PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY

Item:

Year:

Month:

Amount.

Total: \$ NIL

Total Claim for Personal Property \$ 135.00

Deduct Payments from Custodian \$ NIL

Net Loss on Personal Property \$ 135.00

I Certify the above to be True and Correct.

.....
Witness

H. Schone

.....
Signature of Claimant.

XXXXXXXXXXXXXXXXXXXX 506 Royal Bank
XXXXXXXXXXXXXXXXXXXX Building,

3212-1/1

19th July 1949.

A.G. Virtue, Esq.,
McFarland Building,
Lethbridge, Alberta.

Dear Sir,

Case No. 749 - Komoruk Sheng

I have your letter of the 24th June and note that the correct amended valuation as per your Exhibit I and page 4 line 12 of the transcript is \$134.00. The application of the 34.41% formula on this would result in an award of \$45.11.

We are forwarding you an amended Award Sheet in duplicate and would appreciate your comments.

Yours very truly,

MEMORANDUM

July 5th, 1949.

TO: Mr. B. Good
FROM: Mr. J. Cuming

Re: Case No. 749 - Konosuke SHONO
and Mr. Virtue's letter of June 24,
1949.

Correct amended valuation as per Virtue's Exhibit 1 and Transcript Page 4, Line 12, is \$134.00. Virtue's adding machine is still \$1.00 out.

Virtue's claim re 34% of \$270.25 is too ridiculous to comment upon.

H. W. Noble elected to place chattels to claim value of \$134.00 under "Agency" whereas the Analysis of Claim and related Summary noted same under "D. N. F." As the Custodian did not attempt to investigate declared chattels until two years after termination of a lease of which these chattels formed a bailment, it is considered that "Agency" as defined by Mr. Justice Bird could not be upheld.

"G" and "H" Sheets, etc., are being corrected to read "D.N.F." and a new Award Sheet will be provided you.

JC/ER

1
CASE NO. 749.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

(HIS HONOUR JUDGE L. H. STACK, SUB-COMMISSIONER)

Lethbridge, Alberta,
October 4th, 1948.

IN THE MATTER OF THE CLAIM OF
KONOSUKO SHONO.

PROCEEDINGS AT HEARING.

APPEARANCES:

G.E.A. RICE, Esq., K.C.,

appearing for the
Dominion Government.

A.G. VIRTUE, Esq., K.C.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

K. Shono,
In Chief.

THE SECRETARY: Case No. 749, Kenosuke Shono.

KENOSUKE SHONO, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Do you speak some English? A: No.

Q All right. I show you a form called a summary
of evidence. That contains a statement of the
land that you owned at Whonock, and the clearing
and the improvements, and the buildings?

A Yes.

Q And also showing your personal property that you
left behind you?

A: Yes.

Q Is that your signature?

A: Yes.

Q Was this form prepared by you with the help of an
interpreter?

A: Yes.

Q In my office?

A: Yes.

Q Now, are the statements you have made in this
form about the value of your land and improvements
and everything true statements?

A Yes.

Q Now, your land was near Whonock?

A Yes.

Q And had ten acres?

A: Yes.

Q Which way is Whonock and how far from New Westminster?

I don't know why he can't answer that question.

How far is this land from New Westminster?

A It is about 25 miles. He is trying to remember
in which direction.

Q Is it up in the Fraser Valley? A: Yes.

K. Shene,
In Chief.

Q Now, I believe you bought this land in 1938,
November, 1938, did you?

A: Yes.

Q What did you pay for it?

A: \$400.00.

Q It was all bushland and unimproved then?

A Yes.

Q And you cleared three and a half acres?

A Yes.

Q And you planted raspberries and strawberries?

A Yes.

10

Q You valued the total cost of clearing and planting
and so on at \$952.00?

A: Yes.

Q Then you put on a house and some other buildings,
and that cost you \$1025.00?

A Yes.

Q So that the land and the improvements and the
buildings cost you all together \$2377.00?

A Yes.

Q But you only valued it at the time that you
were evacuated at \$1550.00?

A: Yes.

20

Q Would you think that was a fair value?

A Yes.

Q Do you know that the Custodian sold that land,
the whole thing, for \$686.00?

A: Yes, I do.

Q What do you say about that price?

A Well, I consider it very cheap, so I am claiming.

Q Now, these personal articles that you have listed
here in your claim, did you leave them behind
when you were evacuated?

A: Yes.

Q And is the price you have put on these articles
a fair price for them, \$134.00?

30

K. Sheno,
In Chief.

A Yes. Well, I valued them at less than I actually think they were.

Q You valued them at less than what you think they were?

A: Yes.

Q I think you did too. I will put the summary in as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

10 MR. VIRTUE: This claim was valued, sir, that is the personal property claim in the proof of claim filed last November at \$275.00 without any particulars being given and upon working out the price and reducing it down it comes to \$134.00, and we would ask that the claim be amended to that amount.

Now, if my learned friend has the document called a lease, I would like to see it please. And there is a form attached to the lease regarding the personal property; if you have that, I would like to see that, please.

(Documents to Mr. Virtue)

20 MR. VIRTUE: Q: Do you know a Mrs. Odell?

A Yes.

Q And just about the time that you were evacuated did you make a lease with her, or a deal, respecting the farming of your land? A: I just sold her the crop of strawberries.

Q You just sold her the crop of strawberries?

A Yes.

30 MR. VIRTUE: That is the strange thing, sir, but practically every one of these men says, "I didn't make a lease, I sold the crop," so that

5
K. Sheno,
In Chief.

apparently that was in their minds.

Q Is that your signature and Mrs. Odell's signature?

A Yes, I think it must be.

Q Well, did you sign a paper like this? Take a good look at it?

A: Yes, that is my signature.

10 MR. VIRTUE: Well, we will put this in, sir. It is called a farm lease, dated the 8th of April, 1942, and purports to lease this land for ten months, and the lessee covenants that he will look after the crop and so on. It is said in the lease that there is a list of chattels attached, but I don't see it attached.

(LEASE MARKED EXHIBIT NO. 2).

MR. RICE: Yes, here it is; that does form part of it (indicating).

MR. VIRTUE: Well, it isn't the original list.

20 Q Well, did you leave your household furniture and your farm equipment with Mrs. Odell, or did you leave it in the house? Pardon me, that is an improper question; I am going to correct it. Did you leave your farm equipment and chattels in your house or on your premises when you left?

MR. RICE: It is a leading question that way, but I suppose it is all right.

A Yes.

MR. VIRTUE: Did you make any arrangements with Mrs. Odell about your farm chattels and your household furniture?

30 A: No, I just sold her the crop and leased her the house. There

6
K. Shono,
Cross Exam.

was no arrangement about the furniture or the other utensils.

Q I see. All right, that is all, thank you. Oh, I will put in the assessment notice, I don't think my learned friend will object, for 1941, improvements \$100.00, and land \$700.00.

(ASSESSMENT MARKED EXHIBIT NO. 3).

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value.

10

I am submitting that the property was sold by the Custodian or what property was sold by the Custodian was sold for its fair market value. I am submitting the claimant turned over certain of his property to persons other than the Custodian and the Custodian is not responsible for the same.

I tender as an exhibit a farm appraisal report.

(Appraisal Report marked Exhibit No. 4).

MR. RICE: I tender an analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 5).

20

MR. RICE: And two memoranda of real property. Perhaps they can go in as one exhibit. And also one personal property.

(MEMORANDA MARKED EXHIBIT NO. 6).

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form, dated the 13th of April, 1942 (indicating); does that document bear your signature?

A: Yes.

MR. RICE: I tender the claimant's J.P. form as an exhibit.

30

K. Shono,
Cross Exam.

(J.P. FORM MARKED EXHIBIT NO. 7).

MR. RICE: Q: I show you a claim form dated the 13th of November, 1947 (indicating); does that document bear your signature?

A: Yes.

MR. RICE: I tender the proof of claim.

(PROOF OF CLAIM MARKED EXHIBIT NO. 8).

MR. RICE: Q: When you were evacuated, what did you do with the chattels that you owned, the household effects and your farming equipment?

10

A: They were left in the house at Whonock.

Q: Was the house locked? A: Yes.

Q: What did you do with the key? A: I left the keys with Mrs. Odell.

Q: The person who rented the place from you?

A: Yes.

Q: And was Mrs. Odell to use the chattels in the house?

A: I told her she could use some of the goods.

Q: She was to look after them for you, was she?

A: I told her she could use them for a short while.

20

Q: Until you came back? A: During the strawberry season.

Q: During the strawberry season? A: Just during the strawberry season.

Q: And was she to have the use of the farm equipment like the shovels, mattocks, hoes, and other farming chattels?

A: No, she didn't

need to use them.

Q: She didn't need to use them? A: No.

Q: Where did you leave them? A: They were all left in the house.

30

Q And you turned the house, you say, over to Mrs. Odell?

A: Yes; well, I gave the key to her.

Q Who was Mrs. Odell to pay the rent to, the Pacific Cooperative Union?

A: It wasn't for a long time so there was no arrangement about rent; it was just while the strawberries lasted.

Q Well, who was Mrs. Odell to pay the strawberry money to? Was she to pay it to the Cooperative Union or to you?

A: I received it before I left.

Q You received it before you left?

A Yes.

Q From Mrs. Odell?

A: Yes.

Q She paid you?

A: Yes.

Q Did Mrs. Odell afterwards complain about the acreage in strawberries?

A: No, I had no complaint like that.

Q Did you represent to Mrs. Odell when she rented the place that there was three acres in strawberries and a quarter of an acre in raspberries?

A Yes.

Q You made that representation to her, you say?

A Yes, I told her.

Q And you say that you were never advised after that that there was a shortage of the crop in strawberries and a shortage of the crop in raspberries?

A No, I had nothing like that.

Q Did anyone ever tell you that there was only a little over one acre in strawberries?

E. Sheno,
Cross Exam.

A No, I had no such information.

Q You never had any such information?

A No.

Q Did you ever sign a list of chattels that
Mrs. Odell could use?

A: No, I didn't

sign anything like that.

Q Well, when you signed your list, or signed your
lease, I mean, with Mrs. Odell, was there any
other paper that you signed leasing your chattels?

10

A Yes, I signed a list.

Q You signed a list then?

A: Yes.

Q Would that be a copy of the list that you signed
at that time (indicating)?

A: Yes.

Q That is a copy of the list?

A: Yes.

MR. RICE: I tender that document as an exhibit.

(LIST MARKED EXHIBIT NO. 9).

MR. RICE: Will you tell me why you value your buildings
on the place at \$1025.00 when just a few months
ago you swore that the same buildings were only
worth \$750.00? In your proof of claim form
filed last November you swore that the
buildings were worth \$750.00, today you swear
that the same buildings are worth \$1025.00?

20

MR. VIRTUE: That is just hardly a fair question, if
I might say so. Don't answer that for a minute.
I want to call your Honour's attention to this.
I think my learned friend, I don't like to say
so, but I don't think he is quite fair to these
witnesses. Now, he says "You valued these buildings
at that time at \$750.00," and he said, "You now

30

9
K. Shone,
Cross Exam.

value the buildings at \$1025.00". That is not the case. In the proof of claim form he is asked the question, "Fair market value of real property at date of sale," and he gives the value of the buildings at \$750.00. Now, in the summary of evidence, what he has done is to give the cost of the buildings at \$1025.00, but then he cuts his claim down from \$2377.00 to \$1550.00. In other words, he cuts it nearly in two. Then my learned friend says to him, "You swore then that the buildings were only worth \$750.00, but you swear now that they are worth \$1025.00," which is not the case. He swears now that they cost \$1025.00, but he only gives the fair market value all told at \$1550.00. Now, I wish my learned friend would be a little more careful. These men are illiterate; they are speaking through an interpreter, and I think my learned friend should be a little more careful to make his questions fair.

MR. RICE: I am trying to be fair. There is no reason why I shouldn't be fair.

Q I will go further than that. You valued the whole of your claim for land and buildings in the claim you swore to in November at \$859.44, today the claim is valued at \$1550.00? Am I right in that?

THE INTERPRETER: I would just like to get that.

MR. RICE: Q: I will repeat it for you. You valued the land and buildings at \$859.44 in the proof of claim, today you value the same land and

K. Sheno,
Cross Exam.

buildings at \$1550.00. Will you explain what has jumped the price since last November?

A I consider that it had that much value so that is what I am claiming.

THE SUB-COMMISSIONER: That is not the question he is asking him. He is asking him why he valued it last November at \$859.44, and now, some months afterwards, he values the same property at \$1550.00?

A Well, that is what I asked him, your Honour.

10 THE SUB-COMMISSIONER: Well, he did not answer that.

A It is because that house is quite new yet.

Q Well, it was quite new last November. Let him stick to the question, please.

A It must have been because the first amount was small.

MR. RICE: Q: You swore to it though, didn't you, that it was enough last November, but it isn't enough today, that is your answer?

A I must have made a mistake at that time.

Q Are you sure you haven't made a mistake today?

A No, there is no mistake this time.

THE SUB-COMMISSIONER: Any further questions?

MR. VIRTUE: I just want to put in a document from my learned friend's file dated February 21st, 1945. It gives the name and so on and so on and then this comment,

"After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above: Everything was missing except a set of broken

K. Sheno,
Discussion.

seals found under house.

"Mrs. Odell original tenant states that there have been several families living there since she left and that one of them must have taken the rest of the chattels."

Signed "Anderson".

(SUMMARY MARKED EXHIBIT NO. 10).

MR. VIRTUE: I appreciate my learned friend calling that to my attention.

10

I also want to call attention, sir, to the farm appraisal report. "Nearest rail point: Whenoek, one and a half miles." "Nearest school: North Whenoek, half mile." "Roads: Has direct access to 5th Road." "Water supply: From shallow well." "Electricity - power available. Lights in house."

20

Now, after valuing the buildings at \$500.00 and \$175.00 respectively, he said "Total value buildings add to farm, \$300.00." The answer to the question, "Is dwelling habitable without repairs: Yes."

Then there is this extraordinary situation on page 2, where he says the reclamation cost per acre is \$175.00 to \$200.00, but he only values the cultivated land at \$60.00 per acre. The total value of the 10 acres he puts at \$199.40. "No serious weed condition."

30

Over on the back page, and by the way, this is rather odd, because if the claimant made a mistake in his acreage, the valuator made the

K. Shene,
Discussion.

same mistake, oddly enough. He says two acres of strawberries, and .11 acres of raspberries, which is what was sold.

MR. RICE: The claimant said three acres.

MR. VIRTUE: I am wrong in that then; I thought he said two. But this present valuator says or puts no value then on the crop of strawberries and raspberries.

10

You will notice in the analysis of personal property claim, sir, and this is the only case I have come across, anyway, in which they say "Declared, not found" with regard to the whole thing, except a scale.

MR. RICE: We are contending that the property was turned over to persons other than the Custodian, that is why it was not found.

MR. VIRTUE: I know that is what they are saying, but this is one case that they admit that the property disappeared. That is all, thanks.

20

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

SRH
"S.R. HOWARD" Official Reporter.

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

30

SUB-COMMISSIONER.

Defence Brief

Konosuko SHONO

File No. 3417

Case No. 749

LETHBRIDGE

4 Oct. 48

V.L.A. Deal

REAL PROPERTY CLAIM

1. Real Property Claim

\$1550.00

Appraised at

\$699.40

Sold for

\$686.00

Witness: J.D. Dodding, Appraiser.

Trans. 8 line 17 by Mr. Rice. Why do you value your buildings on the place at 1025.00 when just a few months ago you swore that the same buildings were only worth 750.00.

Trans. 9 lines 23 et seq. by Mr. Rice. You valued the whole of your claim for land and buildings in the claim you swore to in November at 859.44, today the claim is valued at 1550.00.

PERSONAL PROPERTY CLAIM

2. Chattels

Ex. 1 - 134.00

"DNF"

Trans. 4 lines 7-13 amended from \$275.00

All goods left under the custody, control or management of someone other than the Custodian, appointed by the owner of the property.

Trans. 7 lines 7 et seq. Claimant left his chattels in the house at Whonnock and gave the keys to Mrs. Odell (the claimant's tenant). He gave permission to the tenant to use the goods. Mrs. Odell paid the rent to claimant before he was evacuated. See Exhibit 9 "List of chattels included in lease". This was signed by claimant

Trans. 8 line 11.

See Trans. 10 lines 22 et seq. re Exhibit 10 also Custodian Memo d/28 June 1948 last paragraph which may have some bearing on agency.

Submission: That what property was sold by the Custodian was sold by the Custodian was sold for its fair market value. That the claimant turned over certain of his property to persons other than the Custodian and the Custodian is not responsible for the same.

*See Summary of
claim d/28/6/48 to
rear of file*
[Signature]

Name of Claimant **SHON, Kameoka**Case **749**Custodian File **3437**

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
					685.00	749.58			749.58	
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%	134.00	61.64			61.64		
TOTAL RECOMMENDATION										611.15