Name of Claimant South Port Mann Berry Growers Co-op Case 110

Custodian File 14582

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 Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
											930.00

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 & Not Found & 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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
			46%	155.00	71.30			71.30

TOTAL RECOMMENDATION	1001.30

1540

CASE NO. 110

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H. I. BIRD, COMMISSIONER.)

Vancouver, B.C.,
November 7th, 1949.

IN THE MATTER OF THE CLAIM OF
SOUTH PORT MANN BERRY GROWERS CO-OPERATIVE ASSOC'N.

APPEARANCES:

D. T. B. BRAIDWOOD, Esq., and J. C. CAMPBELL, Esq.	appearing for the Dominion Government.
R. J. McMASTER, Esq.,	appearing for the Claimant.

MISS WHITE,	Secretary.
MRS. E. BLYGH,	Official Reporter.

MR. BRAIDWOOD: The next case is 110, which is the South Port Mann Berry Growers Co-Operative Association. Now, my friend has some submissions to make in regard to this case, and we are really before your

lordship on just how to proceed in this matter.

Neither of us are very clear about what can be done.

I might outline, just very briefly, the background.

THE COURT: Do you think it is well to have a separate transcript about this?

MR. McMASTER: Well, we might just have a discussion on this.

(DISCUSSION.)

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

Deputy Official Stenographer

CASE NO: 110

JAPANESE PROPERTY CLAIMS COMMISSION

Kamloops, B.C.

May 12, 1948

IN THE MATTER OF THE CLAIM OF

SOUTH PORT MANN BERRY GROWERS COOP ASS'N

PROCEEDINGS AT HEARING

Original

CASE NO: 110

IN THE MATTER OF THE "INQUIRIES ACT."

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR, JUDGE J.R. ARCHIBALD, SUB-COMMISSIONER)

Kamloops, B.C.

May 12, 1948

IN THE MATTER OF THE CLAIM OF

SOUTH PORT MANN BERRY GROWERS COOP ASS'N

PROCEEDINGS AT HEARING

APPEARANCES:

D.S. McTAVISH, Esq.,	appearing for the Dominion Government.
R.J. McMASTER, Esq.,	appearing for the Claimant.

J.R. COLLEY, Esq.,	Secretary to Kamloops Sub-Commission.
G.N.R. UPTON, Esq.,	Official Interpreter
G. HAMBLETON, Esq.,	Official Reporter.

THE COMMISSIONER: Very well, Mr. McMaster.

MR. McMASTER: Your honour, the next case I wish to speak to is the case of the South Port Mann Berry Growers Cooperative Association which was 119 on the list.

My learned friend has drawn to my attention a list of instructions that he received from Crown Counsel and which purports to include an order by Mr. Justice Bird that company claims were to be heard in Vancouver. I don't have a copy of that order; I knew that the general practice had been to refer corporation claims to Vancouver.

In this case, however, the claim is a relatively small one. The Custodian has alleged that a large number of the items claimed for have not been disposed of -- and that, of course, will be the subject of proof by the Custodian in due course -- but if the Custodian's allegations are correct, then the claim will be considerably reduced to a much smaller claim, and it hardly seems reasonable to me to require an officer of this cooperative association to go to the expense of travelling to Vancouver to have his claim heard in the fall under the circumstances.

Now, I would suggest one of two things: Either that your honour might exercise some discretion with respect to what my friend says is the ruling of the Commissioner and, having regard

to the circumstances in this case, hear the claim, or, alternatively, if your honour wouldn't wish to take that responsibility, then the claim be adjourned to the foot of the list and that we send a wire to Mr. Justice Bird asking his permission to have the claim heard in Kamloops.

THE COMMISSIONER: Well, I think we will hear it. Have you any instructions in this regard, Mr. McTavish?

MR. McTAVISH: Your honour, I merely have a list of rulings that I believe was supplied to yourself.

THE COMMISSIONER: I mean as far as this claim is concerned. Are you going to be at a disadvantage in cross-examination?

MR. McTAVISH: I will be at a certain disadvantage because I don't know what line of defence the Crown Counsel is going to take with regard to company claims.

THE COMMISSIONER: You can reserve that.

MR. McTAVISH: There is a question whether or not company claims come within the Terms of Reference.

MR. McMASTER: The Terms of Reference were amended by Order in Council -- I don't have the Order in Council -- to include company claims, but I am quite prepared that my friend should defer any technical defence that he has until the Vancouver sittings.

THE COMMISSIONER: I will hear the claim and if Mr. Justice Bird is not satisfied, then he can ask for it to be re-heard.

MR. McTAVISH: Very well, your honour.

MR. McMASTER: I call Mr. Tsumura, the Secretary of the cooperative association.

THE COMMISSIONER: This will be case No. 110.

MR. McMASTER: Yes, your honour.

CHONOSUKE TSUMURA, a witness called on behalf of the claimant herein, being first duly sworn, testified through the official interpreter as follows:

MR. McMASTER: In this case, your honour, there is only one amendment I would like to make to the claim as filed and that is to reduce the claim with respect to the berry crates from $440.00 to $400.00.

DIRECT EXAMINATION BY MR. McMASTER:

Q: Witness, you are the secretary of the South Port Mann Cooperative Association? A: Yes.

Q: And have you been requested by the directors of the association to make this claim on behalf of the association? A: Yes.

MR. McMASTER: Your honour, I might say that if the Commissioner requires at a later date, I will obtain and file a resolution of the directors if that is deemed to be necessary.

Q: Witness, did you instruct me to prepare this statement with regard to the personal property with respect to which the association is claiming?

A: Yes.

Q: Is that your signature on the statement?

A: Yes.

Q: And are the contents true to the best of your knowledge and recollection? A: Yes.

MR. McMASTER: I would ask to file the statement as Exhibit No. 1.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. McMASTER: With reference to Exhibit No. 1, your honour, I would point out that there is included as personal property in this statement and also in the claim a packing house and a storehouse. These buildings, I think my learned friend will admit, were erected on the corner of this witness' property at or near Port Mann and were actually sold -- or this claimant's property was sold, as will appear in his own case, by the Custodian to the Soldier Settlement Board.

The present status, as I understand it, is that the Custodian now has in his possession a conveyance from the Veterans Land Act Administration to the Custodian of a portion of the land on which these buildings are situate, but that he has been unable to register the conveyance because the municipality in which the land is situate has not agreed to the sub-division plan unless certain road allowances are given.

It is a difficult question to say whether the property has been sold or has not been sold, and I would imagine that is a question of argument later on. It is also possible, by the time the

Commission is completed, that the Custodian may have disposed of the property otherwise in any event.

If I might refer again to Exhibit No. 1: The claimant states that the packing house and storehouse were left on the property of this witness. All other chattels claimed except the desk were left in the packing house, and the desk was left in the home of this witness. He states that the motor referred to above is not the motor left in Tsumura's garage. The claimant states that no officer of the association was ever asked to make a J.P. form for the association, that they left the key with a Mr. Craig, but he did not undertake any responsibility.

He refers to the fact that the Custodian states that none of the above property has been sold, but the claimant states in Exhibit No. 1 that he has heard, however, that the berry washing machine has been sold, and he says that the Custodian has not definitely confirmed that any of the property has not been sold.

Referring to the buildings, the packing house and storehouse, he points out that in appraising the property of C. Tsumura, the Solder Settlement put a value of $600.00 on the packing house and $330.00 on the storehouse, and that the appraisor for the Soldier Settlement Board, in appraising Tsumura's land, did not take these buildings into account in appraising Tsumura's

property. The claimant says that he considers the values placed on this property too low. However, even taking those values and allowing $330.00 for removal of the buildings from the land they would be well worth $600.00.

Q: Now, witness, you owned the land on which these buildings were situate?

THE WITNESS: A: Yes, I owned the land.

Q: Was there any understanding or agreement between yourself and the cooperative association that the buildings, despite the fact of being built on your land, were the property of the cooperative association?

A: That was the only place we can find the water in the summer, that is why we build the packing house on my property.

Q: Yes, and you agreed that they should build it there? A: Yes.

Q: And you agreed that the buildings would remain their property; they wouldn't become your own property? A: Yes.

MR. McMASTER: Your witness.

MR. McTAVISH: It is submitted, your honour, that the buildings claimed for do not come within the Terms of Reference as they have not been disposed of by the Custodian, have not been lost, stolen or destroyed and are still vested in the Custodian. It is submitted that the berry washer and berry crates claimed for do not come within the Terms of Reference as they

have not been disposed of by the Custodian, have not been lost, destroyed or stolen, and are still vested in the Custodian. It is submitted that the balance of the personal property for which a claim is made, with the exception of the electric motor, do not come within the Terms of Reference as they have not been disposed of by the Custodian, have not been lost destroyed or stolen, and are still vested in the Custodian. It is submitted that the electric motor and the other personal property for which a claim is made were undeclared by the claimant and the Custodian had no notice of the said articles. It is submitted that the prices claimed by the claimant are exhorbitant. It is submitted that the personal property for which a claim is made was left by the claimant association in the custody of someone other than the Custodian appointed by the owner; in that case the Custodian is only responsible for when he assumed control.

CROSS EXAMINATION BY MR. McTAVISH:

Q: When was the last annual report made by the South Port Mann Berry Growers Cooperative Association?

A: Just before. One year before we left, that is 1941.

Q: At that time were you a director of the association? A: No.

Q: Had you had any annual meetings of the association since that time?

A: Yes, I think down in Mr. Jack Straight's place

all directors is meeting.

Q: Were you present at that meeting?

A: No.

Q: When were you elected secretary of the association?

A: Oh, since this started.

Q: Since what? A: Since it started, the cooperative association.

Q: You have been secretary since the beginning, have you? A: Yes.

Q: Is the secretary one of the directors of your association?

MR. McMASTER: You have got the by-laws there, Mr. McTavish.

A: No, I don't think so.

MR. McTAVISH: Q: When did you last attend a directors' meeting of the association? A: I don't remember very well.

Q: How are you given authority by the association to present this claim?

A: Because, you know, I work for three years in that association, and then they say, you know, I get $200.00 in 1940 and $200.00 in 1941 and then before that, I don't get nothing, just running car around and just get gas. I went into Mission and Haney at the meeting and I never get no wage. That is why I got the clock from the association, for my working, and I left that thing at Mr. Craig's place.

Q: In other words, what you are saying is that this is really a claim made on your own behalf.

MR. McMASTER: Well, your honour, I gave an undertaking that we will obtain and file a resolution. Surely we have to appreciate the fact that these people have been scattered all over the country since 1941 or 1942, and I am going to ask my friend to produce the by-laws of the association and I imagine he will find there that a resolution signed by all the directors of the association is of the same effect as if passed by a meeting.

MR. McTAVISH: Q: What was your answer to the last question?

THE COMMISSIONER: Ask him the question again. He didn't understand that.

MR. McTAVISH: Q: That this claim is really made on your own behalf. A: Yes. Our members and then directors scattered all over Canada, you know, and I send a letter to the president, Hirose -- he's in Winnipeg -- and he says: "You better put the claim in." And one director, he was down here last fall picking tomatoes and he says put in a claim. And Mr. Ujime over here, he says to put in a claim, too. That is why I put in the claim.

Q: How many white shareholders were there in the association? A: About twenty-five.

Q: Twenty-five white shareholders?

A: No. White shareholders only six.

Q: Six and -- A: Yes.

Q: -- twenty-five shareholders altogether?

A: Altogether, yes.

Q: Did you at any time on behalf of the association put in what is known as a J.P. form?

A: No.

Q: Did you at any time on behalf of the association send a list of all the goods belonging to the association to the Custodian? A: No, don't make any mention to Custodian.

Q: Now I show you a photo taken May 7, 1943 purporting to be the buildings belonging to this association. A: Yes.

Q: Are those in fact the buildings belonging to the association? A: Yes. This is the main buildings, this is the packing house, and this is the storehouse.

Q: The front building on the photo is the packing house and the back one the storehouse?

A: This small one over here is the storehouse.

Q: And these are the buildings for which a claim is being made? A: Yes.

MR. McTAVISH: I put this in as the next exhibit.

(PHOTOGRAPH MARKED EXHIBIT NO. 2)

MR. McTAVISH: Now, your honour, my friend requested that I put in copies of the Memorandum and Articles , and I will put those in jointly as the next exhibit.

(MEMORANDUM AND ARTICLES MARKED EXHIBIT 3)

Q: When you left you left these articles in the custody of one of the shareholders, did you?

A: Yes, Alec Craig, he is one of our members and he is a shareholder, too.

Q: Did the association carry on business after the evacuation? A: I don't think so, because no members; most members Japanese, you know, and only six white people. I heard they rent it to Pacific Union Cooperative in Mission, I think. That is what I heard. I don't know anything about it.

Q: Mr. Craig, with whom you left the keys, was a member of the association, was he? A: Yes, I left the keys with him.

MR. McTAVISH: That is all.

MR. McMASTER: I would ask my friend to produce a letter which this witness wrote on behalf of the association to the Custodian in 1943. I think it was written on November 12th. Will my friend admit that this was a letter received by the Custodian dated May 12, 1943, from this witness?

MR. McTAVISH: It would appear to be, your honour.

RE-DIRECT EXAMINATION BY MR. McMASTER:

Q: Is this your signature on this letter, witness?

A: Yes, this is my signature.

Q: And did you write that letter to the Custodian or get somebody to write it for you?

A: My daughter wrote this.

Q: Yes. On your instructions? A: Yes.

Q: And are the contents of that letter true?

A: Yes.

THE COMMISSIONER: Q: That is true, is it?

A: Yes.

MR. McMASTER: If I might refer to this letter, your honour. It is a letter from this witness to the Custodian dated May 12, 1943 purporting to be in answer to a letter from the Custodian dated May 4th. He refers first to his insurance policy and then he states: "The South Port Mann Cooperative, not being in operation for some time, has no funds laid aside to cover the cost of insurance policy. But I have been informed from Mr. Richardson that they have already received funds from the rent of the warehouse. Therefore, I would suggest that you pay the premium from a part of the same. I hope this above arrangement meets your approval."

Now, I would ask my learned friend to produce the letter of the 4th of May, 1943, which is referred to in this letter. I file the letter just referred to as an exhibit.

(LETTER MARKED EXHIBIT NO. 4)

MR. McTAVISH: That letter is not on the file, your honour.

MR. McMASTER: Your honour, I don't like to protest, about the Custodian's production of documents or the Crown's production of documents because I realize the Custodian has a difficult task, but in view of the defence that has been raised in this case, it would appear to me that all the correspondence between any officers of this association and the Custodian ought to have been produced. I would ask my learned friend to produce to counsel for this association before the

hearings in Vancouver all correspondence between the officers of the association and the Custodian.

MR. McTAVISH: Yes, your honour.

MR. McMASTER: Q: Now, witness, referring to the last exhibit, is the Mr. Richardson referred to in that letter Mr. Richardson in the Custodian's office? A: Yes. He is one of the men in the Custodian's office, Richardson.

Q: In the Custodian's office? A: Yes.

MR. McMASTER: So that it would appear from this letter, your honour, there was other correspondence from the Custodian to this witness with regard to the premises and with regard to the effects of the association.

MR. McTAVISH: Your honour, I wonder if my friend is referring to a copy of a letter dated May 10, 1943. It is from Mr. Richardson to the claimant and from the contents of the letter it would appear to be the first letter written to him with regard to this association.

MR. McMASTER: Does it say anything about it being rented?

MR. McTAVISH: Yes.

MR. McMASTER: It might be, I don't know, but I would ask my friend to produce all the correspondence, to be examined by counsel.

That is all, your honour.

THE COMMISSIONER: That is all, witness.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

G. Hambleton
Official Reporter

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

J.R. Archibald

J.R. Archibald
Sub-Commissioner.

CASE No. 110 MAY 12 1948 DEC 2 1947

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses. NOTIFIED APR 15 1948

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

Kamloops B.C. 4 exhibits ACKNOWLEDGED

14582 Kamloops

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME BERRY SOUTH PORT MANN GROWERS CO-OP ASS'N (RCMP) Reg. No.
(Print) Surname Given Name

(2) Pre-Evacuation Address Roebuck Road, Surrey, B. C.

(3) Present Address since dissolved (6. Tsumura, Secretary)

(4) REAL ESTATE

(a) Street Address (if any) NONE
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
NONE
This building was erected on C. Tsumura's property at Roebuck Road, Surrey, B. C.

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business Processing strawberries (S02)
(iii) Business
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Co-operative

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - - - - - - - - - - - - - $
(ii) Buildings S02-plant-and-shed - - - - - - $ 600.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $
(v) Amount at which Custodian sold property and credited your account - - $ nil
no accounting to date
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 600.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
Left inside at the above premises
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
Left in the plant.
(c) How stored or packed at time of evacuation
Left loose and locked up.

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

Left in care of Alex Craig but subsequently taken over by Custodian.

(e) Itemized description of personal property which is the subject of the claim:

1.	Berry washer	Estimated Value $ 400.00
2.	2000 Jam berry crates	Estimated Value $ 440.00
3.	Electric motor	Estimated Value $ 100.00
4.	Scales	Estimated Value $ 25.00
5.	Tools	Estimated Value $ 15.00
6.	Desk	Estimated Value $ 15.00
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 1995.00

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 1595.00

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) Kamloops

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
Province of B. C.)
TO WIT:)

I, Chonosuke Tsumura of the Secretary
of South Port Mann Berry Grower Co-Op. in the Association
DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief 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 the City)
of Kamloops)
in the Prov - of BC)
this 17th day of Nov)
A.D. 1947.)

C. Tsumura

D. J. Thomas A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C. BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

South Port Nanoose Cooperative Assn — PERSONAL CHATTELS

(Claimant's Name) — Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
Parking House 75'x21'	— Built in 1940		Don't recall cost price	"	600.00
Store House 40'x12'	— Built in 1941		Don't recall exact cost	" (Purchased from Maple Ridge Co-op)	400.00
Berry Washer	1940	Used		Lifetime 10 to 15 years.	400.00
2000 John Berry Crates	1940 (1000) 1941 (1000)	new	22¢ each		
Electric motor (to operate washing machine)	1940	new	$105.00 wholesale (Nor & Mac)	Good	100.00
Large platform scale for wheels.	1940	Used	$25.00 (Slade & Co.)	Good working order	25.00
Desk	1940	used	$15.00 (Slade & Co)	Good.	15.00
Cooperage tools (including thermometer & measuring cups)	1940	new	This purchased from Nanoose Cooperage Can't recall total cost	Good	15.00

Description of Storage of Goods:

Parking House & store House left on property of C. Tsumura. All the chattels claimed except desk left in Parking House. Desk left in home of C. Tsumura. The water referred to above is not the motor left in Tsumura's garage.

General Statement as to Chattels not Described above:

No officer of the Association was ever asked to make a J.P. form for the Association. Left the keys with a Mr. Craig but he did not undertake any responsibility.

The custodian states that none of the above property has been sold. I have heard, however, that the berry washing machine has been sold. The custodian has not definitely confirmed that any of the property ~~has~~ has not been sold.

Additional Comments, if any:

In appraising the property of C. Tsumura the S.S.B. put a value of $600.00 on the Parking house & 330.00 on the Store house. He did not take these buildings into account in appraising Tsumura property. I consider these values too low. However, even taking these values and allowing $330.00 for removal of the Bldgs from the land they would be well worth $600.00

C. Tsumura

SIGNATURE

Secretary

110-1

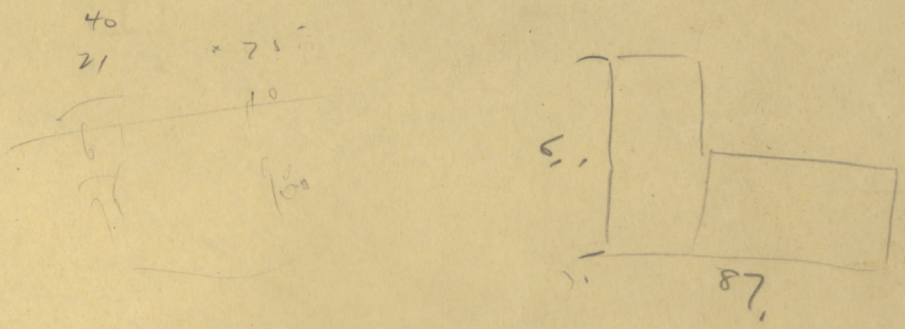
EXHIBIT No. [redacted]
DATE MAY 12 1948
FILED BY

EXHIBIT No. 110-2
DATE MAY 12 1948
FILED BY

SOUTH PORT MANN BERRY GROWERS ASSOC.
Roebuck Rd., B. C.
Evac. File 14582.

The buildings of the above Co-operative consist of a main building 75' x 21', with a wing of 40' x 12'. They are of frame construction with shingle roof built on post foundations and are shells only, being finished outside with rough shiplap and the inside is unfinished, with the studs exposed and has a plank floor.

They are built on the SW corner of property owned by a Japanese, Chonosuke TSUMURA (Reg. No. 12670, File 7524) and described as being Lot 14, Sec. 34, Block 5N, Range 2 W, Map 880, Municipality of Surrey, D.N.W.



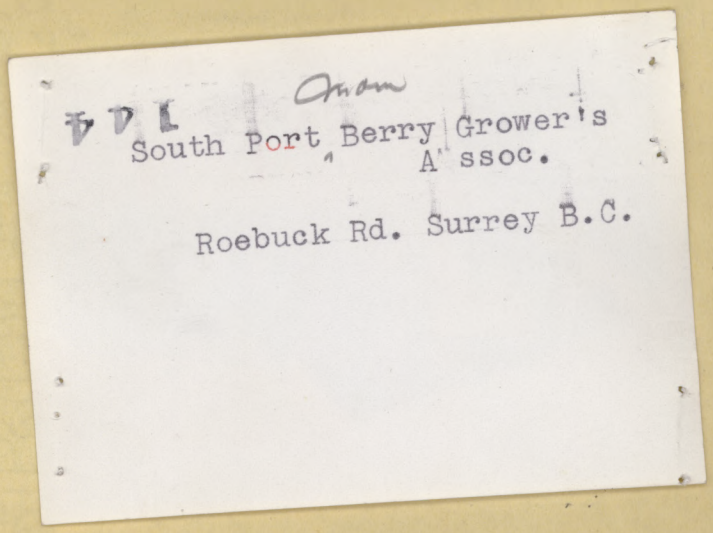
Picture Taken May 7, 1943

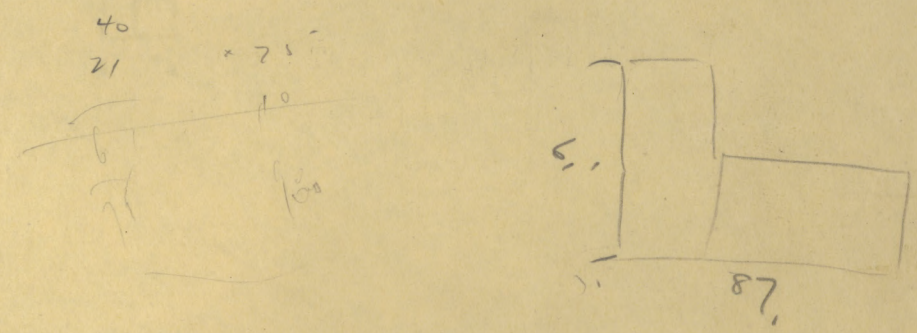
EXHIBIT No. 110-2
DATE MAY 12 1948
FILED BY

SOUTH PORT MANN BERRY GROWERS ASSOC.
Roebuck Rd., B. C.
Evac. File 14582.

The buildings of the above Co-operative consist of a main building 75' x 21', with a wing of 40' x 12'. They are of frame construction with shingle roof built on post foundations and are shells only, being finished outside with rough shiplap and the inside is unfinished, with the studs exposed and has a plank floor.

They are built on the SW corner of property owned by a Japanese, Chonosuke TSUMURA (Reg. No. 12670, File 7524) and described as being Lot 14, Sec. 34, Block 5N, Range 2 W, Map 880, Municipality of Surrey, D.N.W.





Picture Taken May 7, 1943

CERTIFIED A TRUE COPY
March 1st 1944
H. C. Garratt
REGISTRAR OF COMPANIES

"CO-OPERATIVE ASSOCIATIONS ACT"

RULES of the SOUTH PORT MANN BERRY GROWERS CO-OPERATIVE ASSOCIATION.

EXHIBIT No. 110-3
DATE MAY 12 1948
FILED BY

The rules in Schedule "B" of the Act shall not apply.

PRELIMINARY

1. In these reules, unless the context otherwise requires:

Words importing the singular include the plural, and vice versa, and words importing the masculine geneder include females, and words importing persons include corporations:

"Act" means the "Co-operative Associations Act" and "call" "Director," "extraordinary resolution" memorandum" "officers," and"rules" have the meanings respectively assigned to them by the Act.

MEMBERSHIP

2. Any person over the age of sixteen years may be admitted to membership. The application shall be made in writing to the directors, who may refuse or postpone it. No member may hold less than one or more than one share in the Association.

3. A member may withdraw from the Association with the consent of the directors if he ceases to reside in the territory covered by it, and shall be entitled, on surrender of his certificate, to a refund of the amount paid up on his shares; but the directors may withhold such refund for a period not exceeding six months from the date of application for withdrawal. The directors may also consent to a withdrawal. The directors may also consent to a withdrawal in any other case where it seems just and equitable.

4. A member may transfer his shares with the approval of the directors.

5. If a member dies or becomes insane or bankrupt, or makes an assignment for the benefit of creiditors, the

ORIGINAL
Filed and Registered this 5th
day of May 1938
A. E. GARRETT
Registrar of Companies

directors may either register the person entitled to his shares as a member or redeem the shares by paying to the party entitled thereto the amount paid up on the shares.

SHARES

6. All shares in the Association shall be paid for in full in cash, and no part of the funds of the Association shall be employed in loans upon the security of its shares.

7. Every person whose name is entered in the register of members shall without payment be entitled to a certificate under the seal of the Association, specifying the shares held by him and the amount paid up thereon. No shares shall be issued jointly.

LIEN

8. The Association shall have a liend on a member's shares for a dbet due to it by him and such lien shallextend to any dividend or interest credited to him in respect of such shares.

FORFEITURE OF SHARES

9. A forfeited shares may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

10. TRANSFER OF SHARES

The instrument of transfer of any shares in the Association shall be executed both by the transferor and transferee and the transferor shall be deemed to remain a

holder of the shares until the name of the transferee is entered in the register of members in respect thereof.

11. Shares in the Association shall be transferred in the following form, or in any usual or common form approved by the directors:

> I, , of . in consideration of the sum of $ paid to me by , of (hereinafter called the "transferee") do hereby transfer to the transferee shares(s) in the South Port Mann Berry Groers Co-Operative Association, to hold unto the transferee, his executors, administrators and assigns, subject to the several conditions on which I held the same at the time of the execution hereof and I, the transferee hereby agree to take the said shares(s) subject to the conditions aforesaid.
>
> As witness our hands the day of 19
>
> (Witness) (Signatures)

12. The instrument of transfer must be accompanied by the certificate of the shares to which it relates.

GENERAL MEETING

13. The first general meeting shall be held within three (3) months from the date of incorporation at such time and place as the directors may determine.

14. A general meeting shall thereafter be held once in every year in the month of December at such hour and place as may be presecribed by the Association in general meeting, or, in default, be determined by the directors.

15. The directors, may whenver they think fit, and shall, upon a written requisition signed by not less than one-fifth in number of the members, call a special general meeting. A requisition shall set forth the object of the meeting and be depositied at the registered office. If the directors do not within seven days after the deposit of the requistion call the meeting, the requisitionists may themselves convene a meeting.

16. Fourteen days' notice at the least of every

general meeting, specifying the place, the day, and the hour of meeting, and, in the case of special business, the general nature of that business, shall be given to every member.

17. No business shall be transacted at any general meeting unless one -fourth of the members is present in person at the time when the meeting proceeds to business, and unless at all time not less than three members are personally present.

18. The president or, failing him the vice president shall preside as chairman at every general meeting.

19. If there is no such chairman present within thirty minutes after the t me appointed for holding the meeting or willing to act, the members present shall choose some one of their number to be chairman.

20. If within one hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon a requisition, shall be dissolved, in any other case it shall stand ajoruned to the same day in the next week at the same time and place, and if at the adjourned meeting a quorum is not present within one hour from the time appointed the members present shall form a quorum.

21. The chairman may, with the consent of any meeting at which a quorum ispresent (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any ajourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

22. The order of business at a general meeting shall, according to circumstances, be as follows.

(a) Meeting to be called to order:

(b) Notice convening meeting to be read:

(c) Minutes of preceding meeting to be read and disposed of:

(d) Business arising out of minutes:

(e) Reports of standing and special committees

(f) Reports of directors and auditors:

(g) Election of directors and auditors:

(h) Special business:

(i) Unfinished business:

(j) New business:

VOTING

23. On a show of hands or on a poll, every member present in person shall have one vote onlym but he shall also be entitled to vote as proxy in case of a poll for the election of directors.

24. The chairman at any general meeting shall, both on a show of hands and a ballot, have a casting or second vote.

25. No member in arrears may vote for directors or at any general meeting, either personally or by proxy or as proxy for another member.

26. The instrument appointing a proxy shall be in writing under the hand of the appointor, or , if the appointor is a corporation, under its common seal,and shall be deposited at the registered office of theAssociation not less than forty-eight ho hours before the time for holding the meeting at which the member named in the instrument proposes to vote, and in default the instrument of proxy shall not be valid.

27. An instrument appointing a proxy may be in the following form, or in any other form approved by the directors.

I, , of , being a member of the South Port Mann Berry Growers Co-Operative Association, hereby appoint , of also a member of the said Association, as my proxy to vote for me and on my behalf for the election vo of directors at the general meeting of the Association to be held on the day of 19 and any adjournment thereof.

Signed this day of 19

Signature .....

28. In the case of a vote by a show of hands, the declaration of the Chairman of the meeting shall benconclusive evidence of the result, unless three or more members before or on the declaration of the result demand a poll, when a poll shall forthwith taken.

DIRECTORS

29. The number of directors shall not less than three nor more than seven, but may be increased or reduced from time to time in general meeting so that the number is never less than three.

30. The first directors shall be the subscribers to the memorandum, shall hold office until the first general meeting.

31. If at any meeting at which an election of directors ought to take place the places of the vacating directors ought to take places the places of the vacating directors are not filled up, the meeting shall stand adjourned till the same day in the next week at the same time and place; and if at the adjourned meeting the places of the vacating directors are not filled up, the vacating directors shall be deemed to have been re-elected at the adjourned meeting.

32. The Association may, by extraordinary resolution, remove any director before the expiration of his term of office and may appoint another person in his stead.

33. Every director must be a member of this Association and hold at least one share.

34. The office of director shall be vacated if the director:

(a) Ceases to be a member or holder one share:

(b) Holds any other office of profit under the Association, except that of manager, secretary, or treasurer:

(c) Is concerned or participates in the profits of any contract with the Association:

(d) Is absent from three consecutive regular meetings of the directors without the consent of the directors.

Provided that (1) no director shall vacate his office by reason of his being a member of any company which has entered into contracts with or done any work for this Association; but the director shall disclose the fact of such membership to the other directors, and shall not vote in respect of any such contract or work, and if he does so vote his vote shall not be counted; and (2) a director shall have the rgith at all times to sell or consign for sale to the Association agricultural or manufactured product grown or made by him or in which he has an interest.

35. The business of the Association shall be managed by the directors who may pay from its funds the expenses of its incorporation and may exercise all its powers, subject to the Act and these rules.

36. The directors shall elect a president and vice-president from their number, and may appoint a manager, secretary, and treasurer, whether from their owne body or otherwise, as they think fit, and may prescribe their duties and fix their remuneration and from time to time dismiss them. The vice-president shall exercise the powers of the president in his absence.

37. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; and committee so formed shall, in the exercise of the powers do delegated, conform to any regualtions that may be imposed on them by the directors.

38. The directors shall cuase minutes to be made in books provided for the purpose.

(a) Of all appointments of officers made by them:

(b) Of the namesof the directorspresent at each meeting of directors or committee:

(c) Of all resolutions and proceedings at all meetings of the Association, the directors, or any committee:

and every director present at a meeting of directors or committee shall sign his name in a book kept for that purpose.

39. The directors hall cause proper registers of the members and directors to be kept at the registered office, and shall in all other respects duly comply with the Act or any statutory modification thereof for the time being in force.

40. The Association in general meeting shall determine from time to time the remuneration (if any) of the directors, and what amount (if any) shall be allowed to them for expenses.

41. All meetings of the directors shall be held in the Province and the quorum necessary for the transaction of business may be fixed by the directors, and unless so fixed shall be three.

42. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of

votes the chairman shall have a second or casting vote. A director may, and the secretary, on the requisition of a director, shall, at any time summon a meeting of the directors

43. A resolution signed by all directors shall have the same force and effect as if passed at a duly consituted meeting of t the directors.

FINANCIAL

44. Every officer of the Association having receipt or charge of money shall before entering upon his duties give such security as may from time to time be deemed necessary by the directors.

45. The directors shall not invest any part of the funds of the Association exceeding the sum of Two Hundred and Fifty ($250.00) Dollars on any one occasion without the sanction of an extraordinary resolution.

46. The directors may, at their discretion, rasie or borrow or secure the payment of moeny for the purposes of the Association, but no debentures shall be issued nor shall the amount at any one time owing in respect of money so raised borrowed, or secured exceed the amount of capital subscribed without the sanction of an extraordinary resolution.

47. The directors shall cause true accounts to be kept

(a) Of all sums of money received and expended and the matter in respect of which such receipt and expenditure takes places; and

(b) Of the assets and liaiblities of the Association.

48. The books of accounts shall be kept at the registered office of the Association and may for temporary purposes be kept at such other place or places as the

directors think fit, and shall at all reasonalbe times be open to the inspection of the directors and members.

49. One or more auditors shall be appointed by the association and its first general meeting and at every annual general meeting thereafter, but a casual vacancy in the office of auditor may be filled up by the directors.
No director or officer may be appointed or act as auditor.

50. At every annual general meeting the directors shall cause to be laid before the Association the profit and loss account and balance-sheet prepared by the directors in accordance with the Act for the period to the thirty-first day of December last preceding the cause to be read their report and the auditor's report thereon, all of which shall be open to inspection by any member. Every member shall be supplied free of charge with a copy of such balance-sheet.

51. The directors shall report to such meeting the state of the Association's affairs and the amounts (if any) which they recommend (a) to be paid by way of dividend or (b) way of bonus.

52. The directors shall, before recommending any dividend set aside out of the profits of the Association, in accordance with the Act, such sum as they think proper, and not being less than ten per centum of the net profits, towards the reserve fund, which shall be applicabe for meeting contingencies, and pending such application may, at the like discretion, either be employed in the business of the Association or be invested in such manner as the Act permits and the directors may deem advisable.

53. The Association in general meeting shall declare dividends and bonuses, but no dividend or bonus shall exceed the amount recommended by the directors.

54.

54. No dividend or bonus shall be paid otherwise than out of profits, and no dividend on shares shall be at a rate in excess of eight per centum per annum.

55. A copy of the balance-sheet shall be sent to every member at least fourteen (14) days before the meeting at which it is to be presented.

DISPUTES

56. Any dispute arising out of the affairs of the Association, between a member thereof, or any person aggrieved who has for not more than six months ceased to be a member, or any person claiming through such member or person aggreived or claiming under the rules, and the Association or a director thereof, shall be referred to a committee of three members of the Association. The presidnet and the member of other person agrreived shall each nominate one member,,and the third member shall be chosed by the two so nominated. The decision of the committee shall be final and binding on all parties and may be enforced on application to a County Court.

NOTICES

57. A notice under the Act or these rules shall be in writing, and may be given by the Association to any member either personally or by sending it by registered post to his registered address.

58. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice and unless the contrary is proved, to have been affected at the time at which the letter would be delivered in the ordinary course of post.

THE SEAL

59. The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the directors or of theAssociation and in the presence of the presidnet and the secretary or such other person as the directors may appoint for the purpose; and these two shall sign every instrument to whcih the seal of the Association is so affixed in their presence.

60. The directors shall provide for the safe custody of the seal of the Association, which shall be deposited at its registered office.

ALTERATION OF RULES

61. These rules may only be altered or added to by ordinary resolution.

62. Each member on being registered shall be furnished, on his request and on payment of fifty cents, with a copy of the memorandum and rules of the Association.

DATED this 23rd day of April A. D. 1938

WITNESS:

"A Kumura"
R. R. 3 New Westminster
Truck Operator

As to all signatures.

"Gompei Fukamaga"

"Tokuji Hirose"

"Suezo Urano"

"Tsuneki Sassa"

"S. Nishioka"

"C. Tsumura"

DATED April 1938

IN RE:

SOUTH PORT MANN BERRY

GROWERS CO-OPERATIVE

ASSOCIATION:

.....

R U L E S

.....

Whiteside Edmonds Selkirk

New Westminster. B. C.

CERTIFIED A TRUE COPY
March 1st 1944
H. G. Garrett
REGISTRAR OF COMPANIES

"CO-OPERATIVE ASSOCIATION ACT"

MEMORANDUM OF ASSOCIATION OF THE SOUTH PORT MANN BERRY GROWERS CO-OPERATIVE ASSOCIATION:

1. The name of the Association is "SOUTH PORT MANN BERRY GROWERS CO-OPERATIVE ASSOCIATION

2. The registered office of the Association will be situate at 217 Westminster Trust Building, in the City of New Westminster, in the Province of British Columbia.

3. The objects for which the Association is formed are:

(a) To carry on the business of buying, selling, raising, producing, manufacturing, and marketing all products of the soil, and in particular fruits and vegetables, and to manufacutre and market any products and by-products thereof.

(b) To buy, sell, manufacutre, and deal in all goods and consumable articles, chattels, and effects of all kinds, both wholesale and retail, which may be to the advantage of the Association or its members in the carrying on of its or their business.

(c) To provide facilities for the storing, warehousing, weighing, grading, dehydrating, preserving, conveying, and transporting the goods produced, manufactured, or sold by the Association or its members.

(d) To engage in the production, culture, and sale of small fruit, and to assist and adivise its members in the promotion of the industry of fruit and vegetable growing and marketing.

[illegible] 5th
May 1938
B.C. GAZETTE

(e) To do such things as may be incidental to or conducive to the attainment of the above objects.

4. The liability of the members is limited.

5. The capital of the Association consists of an unlimited number of shares of ONE ($1.00) DOLLAR each.

WE, the several persons whose names, addresses, and occupations are subscribed, desire, to be formed into an incorporated association under the above act, and respectiley agree to take the number of shares set opposite our respective names: DATED this 19th day of April A. D. 1938

WITNESS	NAME	ADDRESS	SHARES
J.M. Streight"	Chonosuke Tsumura	R. R. 3 NW.	1
Solicitor New West-minster B. C. As to all Signatures	Tsuneki Sassa	R. R. 3 NW.	1
	Gamei Fukumaga	R. R. 3 NW.	1
	Shigeki Nishioka"	R. R. 3 N"W	1
	Suezo Urano"	R. R. 3 NW.	1
	Tokuji Hirose"	R.R. 3 NW.	1

The above subscribers reside on rural route number three New Wesminster British Columbia.

DATED April 1938

SOUTH PORT MANN BERRY GROWERS CO-OPERATIVE ASSOCIATION

MEMORANDUM OF ASSOCIATION

Whiteside Edmonds & Selkirk

EXHIBIT No. 110-4
DATE MAY 12 1948
FILED BY W. McMaster C

Riverside Farm
Monte Creek, B.C.,
May 12, 1943.

EVACUATION SECTION
Rec'd MAY 18 1943
File No.
Ans.
Referred

Insurance Dept,
Office of the Custodian,
Vancouver, B.C.

May 18/43 Instructed Mc.S. to issue renewal Policy Thos.

Re: File No 7524

Insurance Policy No 19-3897. Advise T. Tsumura when received

Dear Sirs:

In answer to your letter dated May 4th.

I would like to have the insurance policy renewed as before.

The Savich Port Mann Co-operative, not being in operation for some time, has no funds laid aside, to cover the cost of insurance policy. But I have been informed from Mr. Richardson that they have already received funds from the rent of the warehouse. Therefore, I would suggest that you pay the premium from a part of the same.

I hope this above arrangement meets your approval. I would very much appreciate an early reply on this matter. Thanking you,

Yours very truly,
C. Tsumura.