

Name of Claimant

YANO, Matsuyo

Case 784

Custodian File

6639

<u>REAL PROPERTY</u>										
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		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
<u>PERSONAL PROPERTY</u>										
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		
						% of Total	Amount		% of Total	Amount
<u>NETS</u>										
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
<u>MISCELLANEOUS CHATTELS</u>										
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		
					% of Total	Amount		% of Total	Amount	
			46%	200.00		92.00			92.00	
TOTAL RECOMMENDATION										92.00

CASE NO. 784.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,
October 13th, 1948.

IN THE MATTER OF THE CLAIM OF
(MRS) MATSUYO YANO.

PROCEEDINGS AT HEARING.

Original

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 R. M. EDMANSON, SUB-COMMISSIONER)

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Lethbridge, Alberta,
 October 13th, 1948.

IN THE MATTER OF THE CLAIM OF

(MRS) MATSUYO YANO.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A. RIEE, Esq., K.C.,	appearing for the Dominion Government.
W.S. RUSSELL, Esq.,	appearing for the Claimant.

MISS LILLIE THOMAS,	Secretary.
MRS. LUCIE HANDFORD,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

30

M. Yano,
In Chief.

THE SECRETARY: Case No. 784, Mrs. Matsuyo Yano.

(MRS) MATSUYO YANO, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mrs. Yano, I am showing you a summary of evidence
in support of claim? A: Yes.

10 Q Did you give instructions to have this document
prepared? A: Yes.

Q And did you supply the facts and the figures which
went into compiling this document?

A Yes.

Q And this is your signature, Mrs. Yano, at the end
of this document? A: Yes.

Q The same is true to the best of your knowledge,
information and belief? A: Yes.

(SUMMARY MARKED EXHIBIT NO. 1).

20 Q Mrs. Yano, your claim for real property has to do
with two houses which you built on the property
of the Canadian Collieries & Dunsmuir Limited,
is that right? A: Yes.

Q Who gave you permission to build these houses on
this property? A: The company gave
us permission to build there as long as we were
working there.

Q Did you actually build the houses or did you
purchase the houses on the company land?

A We bought the buildings.

30 Q And what did you pay for these buildings?

M. Yano,
In Chief.

A The 15-1/2 we paid \$400.00 for.

THE SUB-COMMISSIONER: Q: How much?

A \$400.00.

Q \$400.00?

A: Yes; that is for

one of them.

Q For one of them?

A: Yes, No. 15½.

The other was \$300.00.

MR. RUSSELL: Q: Did you buy these yourself or did

your husband buy them?

A: My husband

10

was away at camp so I bought the houses in our
name.

Q And you know about the purchase of them?

A Yes.

Q Now, who did you pay this \$300.00 and this \$400.00 to?

A The person I paid the money to isn't here any
more; they returned to Japan.

Q Now, at the time of buying these lands, or these
buildings, did the company know that you were
buying these houses?

A: No, I didn't

20

inform them I was buying the buildings.

Q Did the company subsequently know that you were
living in and had bought those premises?

A They knew we were living in the place, because
we were working for the company, but I don't
know whether they knew we had bought the place.

Q Do you know any other people who had houses on the
company land?

A: Yes, there were

many others.

Q Did they own their own houses?

20

A Yes, there were several people around there and

M. Yano,
In Chief.

they owned their own houses. They were all living in a sort of village.

Q Did the man who sold you these two houses own the two houses himself? A: Yes.

Q What restrictions were there put on the ownership of these houses by the company?

A No, there were no restrictions at all; we just built the houses.

10 Q What happened when somebody left the company and left the district; what did they do about the houses then? A: Well, if anyone moved out someone else would come and buy it.

Q Do you know of any such case?

A Yes.

Q Whose case was that? Who actually moved out and sold their houses? A: There was a Mr. Sato there who moved to Vancouver, and another person by the name of Osawa.

20 Q What would happen if a person moved out and wasn't able to sell their house? A: Well, as far as I remember, there was always someone ready to buy the place if it were vacated.

Q If you had wanted, could you have moved that house off those premises? A: Well, I don't know. I didn't see any instance like that.

30 THE SUB-COMMISSIONER: I do not imagine she would know. What I was wondering myself was, What were these houses on? Did they have a foundation, or were they built on skids, or what is the situation, you see?

M. Yano,
In Chief.

MR. RUSSELL: Yes. I was going to come to that.

The reason I am following this line of questioning, the counsel for the Custodian will be bringing out information to the effect that these houses were purchased, or were occupied only on condition that the person was an employee of the company, and he has a statement there to the effect that the arrangement was that when a person ceased to be an employee of the company they lost the ownership of the house. I am endeavouring to see if she has any knowledge of that.

10

THE SUB-COMMISSIONER: Well, this lady did not at any time work for the company, did she?

MR. RUSSELL: No, not personally I don't believe; I think her husband did.

Q Did you ever work for the company yourself?

A No, I didn't work personally for the company.

Q Did your husband work for the company?

A Yes.

20

Q Was he working for the company at the time the evacuation order was made? A: Yes.

Q These two houses for which you paid \$200.00 and \$400.00, were they on foundations or skids, or could they be moved, if necessary, or how were they set up?

A: It was built on a wooden foundation.

Q Was the wooden foundation sunk into the ground, or was it just resting on the ground?

A No, it was built on posts set in the ground, and about two or three feet off the ground. The house

30

M. Yano,
In Chief.

is built on the posts.

Q One of these buildings was a barber shop, is that right? A: Yes.

Q Did you use it for barbering? Was it used as a barber shop? A: Yes.

Q Who did the barbering? A: I was doing it.

Q Did your husband occupy that building at all?

A Yes, we both occupying it.

Q Did you live in it or just use it as a barber shop?

10 A No. 50 was our dwelling house.

Q Yes.

THE SUB-COMMISSIONER: Was that the barber shop?

MR. RICE: 15½, I think, was the barber shop.

THE SUB-COMMISSIONER: Pardon?

MR. RICE: 15½ was the barber shop.

MR. RUSSELL: Q: Did anyone live in the barber shop?

A Our children were living there, our son and daughter.

Q How old was your son? A: About twenty.

20 Q And your daughter, how old was she?

A About eighteen.

Q Who made all these repairs to the two buildings that you are claiming for? A: We hired some help.

Q Who supplied the material? A: We bought it from the Royston sawmill.

Q You had lived in and used these two buildings for five years before you were evacuated?

A About five years.

30 Q Did you ever have any conversations with the

M. Yano,
In Chief.

representatives of the company to define what
your rights were to those two buildings?

A We were allowed to stay there because he was working
at the company.

THE SUB-COMMISSIONER: Nothing in writing, I suppose?

MR. RUSSELL: Q: Was there anything in writing between
your husband and the company?

10 A No, there was no written arrangement at all, just
a verbal agreement, as long as he was working there
in the company at the time so that we were allowed
to stay on the premises.

THE SUB-COMMISSIONER: How will you hold the Custodian
under circumstances of this kind, I wonder; can you
tell me?

MR. RUSSELL: Well, I will say that is a little difficult.

20 THE SUB-COMMISSIONER: Yes, I think so. It looks to me
as if there was an arrangement between the employees
of this company and other persons whereby they
were allowed to stay there, according to what evidence
has come out so far, for the consideration of whatever
money was paid. One would have thought that if
these people were going to stay in these homes the
arrangement would provide for the return of a
portion of the moneys paid in the event they did
not stay there such length of time as would use up
the moneys paid by depreciation, or something like
that, but evidently this is just an arrangement made
between the company and these people that we know
nothing about.

30 MR. RUSSELL: Apparently this particular claimant does

M. Yano,
In Chief.

not know a great deal about her individual case.

THE SUB-COMMISSIONER: And it does look as if the houses belong to the company as they are fixtures.

MR. RUSSELL: I don't know whether these houses were fixtures or not.

THE SUB-COMMISSIONER: If they were on skids I can understand how on the payment of money they could get title to the building on sale.

10 MR. RUSSELL: There is only this to say about it. These buildings apparently were transferred from one Japanese to another Japanese from time to time, and there was a consideration paid, and the company intervened in no way at all, made no claim of ownership.

THE SUB-COMMISSIONER: How could you hope to hold the Custodian under circumstances like that,

MR. RUSSELL: Well, presumably, the allegation will be that at the time of evacuation these were properties that became vested in the Custodian when the Japanese left, as personal property really.

20 THE SUB-COMMISSIONER: Well, you have got to show some interest in those buildings by this claimant before you can do anything about it.

MR. RUSSELL: Exactly.

THE SUB-COMMISSIONER: And it would appear that the interest from what this lady says is very slight, if anything at all.

30 MR. RUSSELL: Well, the basis of any interest is this, so far as I can determine from the summary of evidence, and it is simply that for years and years apparently it was the custom that these buildings

M. Yano,
In Chief.

were treated as chattels. They weren't sold by the company, the company took no interest or expressed any interest in these buildings, and they were passed from one Japanese to the other and the company undoubtedly had knowledge of this practice. It claimed no interest at all in these buildings, and they were allowed to pass back and forth. These people paid \$700.00 for two of them in 1937. Now, that \$700.00 no doubt reached the ears of the company.

10

THE SUB-COMMISSIONER: It strikes me as a leasing arrangement.

MR. RICE: It is only rent for five years for two buildings.

THE SUB-COMMISSIONER: Pardon?

MR. RICE: It is only nominal rent for the five years.

THE SUB-COMMISSIONER: It strikes me as a leasing arrangement rather than a purchase arrangement.

MR. RUSSELL: Of course, had the company said "This is our money" and had they paid the company, there might be some basis for that.

20

THE SUB-COMMISSIONER: Well, then, how are you going to blame the Custodian for that?

MR. RUSSELL: I am not blaming the Custodian.

THE SUB-COMMISSIONER: Or hold him liable?

MR. RUSSELL: The point is this, if the company is the owner of those buildings or is making any claim to ownership of those buildings, it certainly never followed out the arrangement that is going to be alleged, that is, when the person got out the building reverted to the company. That never worked

30

M. Yano,
In Chief.

out at all; they passed from one person to another,
and the company never had any notice of it.

THE SUB-COMMISSIONER: That makes me think all the
more strongly that it was possibly a leasing
arrangement rather than a purchase. However,
go ahead.

MR. RUSSELL: I think I had asked the question whether
there was any written arrangement that passed between
the company and the claimant, and I don't remember
if the question was answered. I don't think I had
an answer to the question. Would you read it back.

BY THE REPORTER: "Q: Was there anything in writing
between your husband and the company? A: No,
there was no written arrangement at all, just a
verbal arrangement, as long as he was working there
in the company at the time so that we were allowed
to stay on the premises."

MR. RUSSELL: Q: How do you know the man who sold you
the house, that is, the house and the barber shop,
actually owned them? A: Well, I know he
owned the place, and when he moved out to Vancouver
he sold us the place.

Q But how do you know that he owned the place?

A Well, every one knew about it that he owned these
two houses; every one in the village knew that he
was the owner.

Q Did the company know that he owned the buildings?

A I am not sure whether they knew or not.

Q I see.

THE SUB-COMMISSIONER: I don't think she is sure whether

M. Yano,
In Chief.

he owned the buildings either; she is just assuming that he did because she paid him \$700.00. I think that is about the situation.

MR. RUSSELL: Is your husband here this morning?

A No, he is not.

Q In your personal property, Mrs. Yano, you purchased four beds and mattresses in 1933 for \$120.00?

A Yes.

Q You say at the time of your evacuation in 1942

10 they were worth \$100.00? A: Yes, I think they were worth about that.

Q Well, that is a period of nine years in which these four beds and four mattresses depreciated only on an average of \$5.00 apiece?

MR. RICE: 50¢ a bed a year.

A Well, I suppose it is about that.

THE SUB-COMMISSIONER: Q: You suppose which?

A It is about that.

MR. RICE: She says that you are right.

20 MR. RUSSELL: Q: Were they in good condition or bad condition when you left there on evacuation?

A Oh, in fair shape.

Q I see.

THE SUB-COMMISSIONER: It is a good place to stop, right there; she is too truthful.

MR. RICE: I am submitting the houses, or the claimant's interest in these two houses was sold by the Custodian and was sold for its fair market value.

30 I am submitting that the remaining articles that the claimant is claiming for were abandoned

M. Yano,
In Chief.
Cross Exam.

as being worthless. I am submitting if the Custodian is responsible for any articles whatever, that the claim made to the same is exorbitant.

I tender the following documents as exhibits:

An analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 2).

MR. RICE: A report of Matt Brown, dated October 3rd, 1942, addressed to the Custodian's office, and I would like to read a part of it,

10

"No rent has been paid since July of 1928. Houses are vacant and nailed up."

That is referring to the houses on these properties.

"All effects of value have been shipped out c/o B. C. Security Commission, Vancouver, B.C., on June 16th, 1942, and October 1st, 1942, shipped direct to Yano at Slocan City, B.C., prepaid for account of B. C. Security Commission as per their release. Balance of no value being left in the home."

20

"Recommendations. As all effects of value have been shipped out of the district, balance not worth putting in storage as they are of no value whatever. Homes padlocked and nailed up. This place is in poor condition and unfit to rent."

(REPORT MARKED EXHIBIT NO. 3).

MR. RICE: I would also like to put in, your Honour, a letter written from the Canadian Collieries

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M. Yano,
Cross Exam.

(Dunsmuir) Limited to Mr. Shears, of the Custodian's office. It is dated March 2nd, 1943, and is written from Nanaimo, B. C., and it is in reference to these houses which form part of the claimant's claim.

10 "Some few days ago our attorneys Messrs. Robertson, Douglas & Symes interviewed you in connection with houses built by certain Japanese on our property adjacent to the city of Cumberland, and we have been advised to write you in this matter, and to give you a brief outline of the position.

20 "The houses in question were built by certain Japanese miners and others, the majority at that time being employed by the company in our mines in the Comox District. The arrangement made then was that the Japanese miners and others would be allowed to construct dwellings on the company's land, and use and occupy such buildings for a nominal ground rent, so long as they remained employees of the company. As time passed, and the Coal Mines Regulations Act was amended, and other circumstances arose where it was not desirable to employ Japanese in the mines, most of these men were thrown out of work. Some of them secured a certain amount of employment in the district, and some went away leaving their families occupying the dwellings on the company's property. In view of conditions at
30 that time, the company did not insist on these

M. Yano,
Cross Exam.

people vacating the occupied property, and most of them were allowed to remain until they were moved by the Government after the declaration of war.

10 "Due to the serious shortage of accommodation at the present time, we are anxious to secure these buildings for the accommodation of some of our present employees. In the ordinary course, we have sufficient houses to accommodate the mine crew, but as you are aware, a large number of our miners are now in the army, and the families of a considerable number of these occupy company houses, and you will appreciate that there is nothing the company can do to repossess these buildings. At the same time, we are doing everything possible to increase our crew, and as an inducement, we are anxious to take over the buildings constructed by the Japanese, and recondition at least some of them for occupation.

20 In these circumstances, we would like to file this letter as an application for your consent, to the end that we may repossess these buildings, and proceed to do whatever is necessary to make them habitable.

"Trusting that this application will receive your favourable consideration."

(LETTER MARKED EXHIBIT NO. 4).

CROSS EXAMINATION BY MR. RICE:

30 Q You received two letters, did you not, both written

M. Yano,
Cross Exam.

on September 1st, 1943, from the Custodian's office advising you that one property had been sold for \$10.00 and the other for \$15.00?

A Yes, I remember those letters.

Q You remember those letters? A: Yes.

Q The letters read in part as follows,

"The Corporation, however, agreed to pay an estimated salvage value for the buildings, and pursuant to the agreement, the company's Inspection Engineer, along with our agent, appraised each building on the basis of its value to the company, in connection with their building plan."

10

Do you recall that statement?

A I am afraid I can't translate all that. May I have that letter.

Q This part here (indicating).

A There was no talk about any rent at all, any particular rent.

20

Q All I am asking you is, Did you receive the two letters? I think before she said she recognized it, and I asked her if she recalls that statement was in the letters? Does she recall that statement being there? I am not saying anything about the correctness of it, but did she receive that letter with that statement in it? A: Yes, I remember receiving the two letters.

Q Perhaps I had better put these in. I will ask her if that is a copy of the letter which she received.

30

Are those the copies of the letters that you received

M. Yano,
Cross Exam.

from the Custodian?

A: I believe they

are copies of the same letter.

Q No, they are not. If you will read the last paragraph you will see that one house was sold for \$10.00 and the other for \$15.00?

THE SUB-COMMISSIONER: Possibly Mr. Russell can admit that she received those? There is no doubt about it, is there?

MR. RUSSELL: I don't know whether there is or not. We haven't copies on our file, sir.

10

THE SUB-COMMISSIONER: You have not?

MR. RUSSELL: No.

A Yes, I remember these letters. I remember receiving them.

MR. RICE: All right. I wish to submit these two letters, your Honour, both written on the same date -- no, they are not. One is August 31st, '43, and the other is September 1st, 1943. They practically read the same so far as the first two paragraphs are concerned, and the last paragraph in the letter is the only change in each letter. The August 31st letter says,

20

"You occupied the building known as House No. 15½, No. 1 Japanese Town, and the award fixed as aforesaid amounted to \$15.00. Your account has, therefore, been credited with this sum."

In the letter of September 1st, the last paragraph reads as follows,

30

"You occupied the building known as

M. Yano,
Cross Exam.

House No. 50, No. 5 Mine Road, and the award fixed as aforesaid amounted to \$10;00. Your account has, therefore, been credited with this sum."

I tender both of these letters as one exhibit.

(LETTERS MARKED EXHIBIT NO. 5).

MR. RICE: Q: I show you a J.P. form dated the 28th of April, 1942 (indicating); did you prepare and sign that document? A: Yes.

10 MR. RICE: I tender the J.P. form as an exhibit, your Honour.

(J.P. FORM MARKED EXHIBIT NO. 6).

MR. RICE: Q: I show you a release form dated September 21st, 1942 (indicating); does that document bear your signature? A: Yes.

Q This release releases the Custodian from any claim that you may have in respect to a wooden box of kitchen utensils. Did you receive that box?

A Yes, I received one case.

20 MR. RICE: I tender that as an exhibit, your Honour.

(RELEASE MARKED EXHIBIT NO. 7).

MR. RICE: Q: In the claim for the money expended on the house you say "carpeting both houses"; do you mean linoleum on the floor?

A Well, it is a kind that you wax.

Q That is linoleum, is it? Congoleum, perhaps, I should say?

A: It had a pattern on it.

Q All right.

30 THE SUB-COMMISSIONER: Anything else, Mr. Russell?

M. Yano,
Cross Exam.
Re Direct.

RE DIRECT EXAMINATION BY MR. RUSSELL:

Q Mrs. Yano, you are claiming for certain kitchen utensils under personal property. You claim that you have \$65.00 worth of kitchen utensils which were in the hands of the Custodian, and you received some kitchen utensils and you released the Custodian. Are the kitchen utensils the same ones which you received or are they different ones?

A No, they were different.

10 Q In other words, you are not claiming for the utensils which you acknowledge you received?

A No, they were the ones that I didn't receive that I am claiming for.

MR. RUSSELL: Your Honour, there is only one thing further I would like to say, and that is as to the effect of the arrangement with respect to these two houses. According to these two letters, the Custodian has accepted the responsibility of selling these two houses. The company has negatived its ownership by buying these two houses. I think, therefore, that the ownership of the houses was not in the company. The Custodian sold the houses, and, therefore, the only question to be decided is what value is to be placed on these houses on the basis of the claim made by the claimant.

20

MR. RICE: I think the company's letter makes clear, your Honour, that what the company was paying for was the nuisance value. They said they wanted the the use ~~of~~ these houses and they made a bid for them in that manner, and they said they were

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M. Yano,
Cross Exam.

prepared to pay what they were worth to take them over. It distinctly states that there is no ownership at all, that these people who built there were just licensees.

MR. RUSSELL: People generally do not pay for things that they own themselves.

THE SUB-COMMISSIONER: I know, but very often they do pay something to get possession. However, that is for Mr. Justice Bird to iron out.

10

Q Ask this lady, What do these utensils represent that she is claiming are valued at \$65.00, What are the utensils?

A: They represent a sink and shelves and tables and various other items.

Q Well, they would not be kitchen utensils then, would they?

MR. RICE: That would be part of the house.

A Well, they were pans and dishes and other things as well.

THE SUB-COMMISSIONER: Well, what did she get in the box?

20

A Bottles of shoyu, soy sauce, and a handsaw and a big plate.

Q I see. That is fine.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing transcript is a true and accurate record of the proceedings herein.

S.R. Howard
"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

M. Yano
SUB-COMMISSIONER.

66389

ACKNOWLEDGED

Case No 784.

NOV 27 1947

Pa.

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.

Leth

1. Name of Claimant in full:
Mrs. Matsuyo Yano
Registration No. 06478
2. Claimant's address at the time of his evacuation from the protected area:
Cumberland, B.C.
3. Claimant's present address:
c/o D. Amundson, Picture Butte, Alberta.
4. Claim relating to real property:
 - (a) Street address of real property: Box 129, Cumberland, B.C.
 - (b) Legal description of property:

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

1 - 6 Room House 34' X 26'
1 - 7 Room House 42' X 34'

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

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

(I) Land— \$

(II) Buildings— \$ 1100.00

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

\$ 1100.00

5. Claims relating to personal property, etc.

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

Cumberland, 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:

Stored in the house of the claimant in Cumberland. B.C.

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

Mr. Matt Brown, Cumberland, B.C.

(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:

4 Beds and Mattresses	\$100.00
2 Stoves	\$75.00
Bath	\$24.00
Kitchen Utensils	\$65.00

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

\$264.00

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

day of October, A.D. 1947.

S. Keim
.....
Witness to Signature of Claimant.

M. Yano
.....
Signature of Claimant.

STATUTORY DECLARATION

I, Mrs. Matsuyo Yano

(Full Name of Claimant)

of c/o D. Amundson, Picture Butte, Alberta.

Housewife

(Present Address)

(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:

(Faint mirrored text)

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 *20th* day of *November*

A.D. 1947.

M. Yano

Russell D. Vitt

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

VIRTUE & RUSSELL
Barristers & Solicitors
Lethbridge, Alberta

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

(Full Name of Claimant)

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

(Occupation)

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.

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:

Proof of Claim

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

in the Province of Alberta,

this _____ day of _____

A.D. 1947.

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

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 152

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Mrs. Matsuyo Yano

2. Registration Number: 06478

EXHIBIT NO. 784-1
DATE October 13/48
FILED BY W. S. Russell

3. Present Address: Box 270, Raymond, Alberta.

4. Address Prior To Evacuation: Cumberland, British Columbia.

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)

Two houses ~~built and~~ owned by claimant on the property of Canadian Collieries and Dunsmuir Ltd.

- (a) Nearest Post Office adjacent to land. Cumberland, British Columbia.
- (b) Number of acres:
- (c) When purchased: both premises purchased in 1937.
- (d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

First Building was a combined residence and barber shop. The ~~barber shop was fully equipped~~ not equipped and the residence part was unfurnished. Building was in fairly good shape when bought. Second building was an unfurnished residence, fairly good condition when purchased.

(e) Purchase Price	1st building..\$400.00	\$ 700.00
	2nd building..\$300.00	

6. IMPROVEMENTS:

- (a) Clearing.....acres at \$.....per acre \$
 - (b) Fencing \$
 - (c) Tillage \$
 - (d) Drainage \$
 - (e) Weed Eradication \$
 - (f) Planting \$
 - (g) \$
 - (h) no improvements to the land. \$ nil
- | | | |
|-----------------|----|-----------|
| Total | \$ | \$ _____ |
| Carried Forward | \$ | \$ 700.00 |

Brought forward

\$ 700.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			\$	\$	\$
<i>1st Building</i> addition of room to barber shop and residence	12 X 6	1939	20.00	10.00	30.00
carpeting for both residence and barber shop portions		1937	45.00		45.00
repair ceiling and flooring		1937	80.00	40.00	120.00
<i>2nd Building</i> reshingle roof of seperate residence		1937	100.00	50.00	150.00
reconstructed wood shed	14 X 22	1938	25.00	10.00	35.00

Total Cost of Buildings \$390.00 \$390.00

Total Cost of Land and All Improvements \$ 1,090.00

Fair Market Value \$ 1,066.00

Sold by Custodian for (~~both residences and shed~~) \$ 25.00

Loss Claimed on Parcel 1 \$ 975.00

8. Assessment for 1942:

Land \$
 Improvements \$
 Total \$

9. Appraisal or Valuation (by Custodian):

Lands	\$
Improvements	\$ _____
Total	\$ _____

10. <u>Rental Value per Year:</u>	\$	Combined barber shop and residence.....\$120.00
		Seperate Residence....\$ 96.00

11. Fire Insurance on Buildings:
(List amount on each building):

.....	\$
.....	\$
.....	\$
.....	\$

12. Documents in Support:

- (a) Photographs:
- (b) Deeds
- (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\$ 975.00

Parcel 2\$

Parcel 3\$

Parcel 4\$

TOTAL:

=====
\$975.00
=====

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
four beds and mattresses	1933	\$120.00	\$100.00	
Living Room Heater	1935	20.00	15.00	
Water Heater for Bath	1935	65.00	60.00	
Bath(new)	1942	24.00	24.00	
Kitchen Utensils	unknown		65.00	

(ADD ADDITIONAL PAGE IF NECESSARY)

\$264.00

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

PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY

Item: Year: Month: Amount.

Total: \$ none

Total Claim for Personal Property \$ 264.00
Deduct Payments from Custodian \$ _____
Net Loss on Personal Property \$ 264.00

I Certify the above to be True and Correct.

Witness

Signature of Claimant.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 6639

EXHIBIT No. _____

NAME YANO, Matsuyo

REG. No. 06478

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION <u>April 28/42</u>	TAKEN BY _____					
EVACUATION <u>Aug. 31/42</u>	DATE _____					
1 Donkey stove 1 camp stove 2 beds bath kitchenware above left in House #50.		1. 6 room house 34'x26') 2. 7 room house 42'x34') 1,100.00 3. 4 beds & mattresses .100.00 4. 2 stoves 75.00 5. bath 24.00 6. Kitchen Utensils 65.00		10.00 15.00		
2 beds, 1 stove kitchenware looking glass 3 hand saws 2 axes above left in House #15½		1,364.00		25.00		
1 trunk, clothing & kitchen utensils 1 box gramophone records 1 Barber chair stored with Cumberland District Storage & Sales. #50 Dwelling house #15½ Barber shop.						Summary Property

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
DESCRIPTION	TENDER &c							
	10.00							Salvage value of building paid by land-owner. See Aug.30 & Sept. 1/43. Everything of value shipped. See Oct.3/42.
	15.00				100.00			
					75.00			
					24.00			
					65.00			
	<u>25.00</u>				<u>264.00</u>			

Summary of Claim.

Property for which Japanese claims \$1,100.00 - payment of salvage value - \$25.00
 " " " " " 264.00 - abandoned.
\$1,364.00

Smithson
June 21/48

EXHIBIT No. 784-2
 DATE October 13/48
 FILED BY J. R. A. Rice

784-3
EXHIBIT No. _____
DATE October 13/48
FILED BY
G.E.A. Rice

P.O. Box 431,
Cumberland, B.C.

Oct. 3/42.

Mr. R.P. Alexander, Manager,
Office of the Custodian,
Japanese Evacuation Section,
Vancouver, B.C.

Dear Sir,

Report on YANO (Matsuyo) Mrs. Kenichi Reg #06478

1 & 2 Location and Nature of Property. House # 15 $\frac{1}{2}$ as barber shop and house #50, # 1 Japanese Town on Canadian Collieries "D" Ltd. property, West Cumberland, B.C. Ground rent \$1.00 per month. No rent has been paid since July of 1928. Houses are vacant and nailed up.

3. All effects of value have been shipped out c/o B.C. Security Commission, Vancouver, B.C. on June 16/42 and Oct. 1/42. shipped direct to Yano at Slocan City, B.C. prepaid for account of B.C. Security Commission as per their release Balance of no value being left in the home.

4. Insurances, none

5. Liabilities and personal debts. Matt Brown's Grocery, Cumberland, B.C.
March 1942 \$16.35

6. Recommendations. As all effects of value have been shipped out of the district, balance not worth putting in storage as they are of no value whatever. Homes padlocked and nailed up. This place is in poor condition and unfit to rent.

Yours truly,

MATT BROWN

Custodian Agent.

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

30th November 1948.

B. Plummer
B/P

Copy

CANADIAN COLLIERIES (DUNSMUIR) LIMITED

Nanaimo, B.C.
March 2nd, 1943.

F.G. Shears, Esq.,
c/o Custodian of Enemy Property,
406 Royal Bank Building,
Vancouver, B.C.

Dear Sir,

Re/ Japanese Houses at Cumberland, B.C.

Some few days ago our attorneys, Messrs. Robertson, Douglas & Symes interviewed you in connection with houses built by certain Japanese on our property adjacent to the city of Cumberland, and we have been advised to write you in this matter and to give you a brief outline of the position.

The houses in question were built by certain Japanese miners and others, the majority at that time being employed by the company in our mines in the Comox District. The arrangement made then was that the Japanese miners and others would be allowed to construct dwellings on the company's land, and use and occupy such buildings for a nominal ground rent, so long as they remained employees of the company. As time passed, and the Coal Mines Regulations Act was amended, and other circumstances arose where it was not desirable to employ Japanese in the mines, most of these men were thrown out of work. Some of them secured a certain amount of employment in the district, and some went away leaving their families occupying the dwellings on the company's property. In view of conditions at that time, the company did not insist on these people vacating the occupied property, and most of them were allowed to remain until they were moved by the Government after the declaration of war.

Due to the serious shortage of accommodation at the present time, we are anxious to secure these buildings for the accommodation of some of our present employees. In the ordinary course, we have sufficient houses to accommodate the mine crew, but as you are aware, a large number of our miners are now in the army, and the families of a considerable number of these occupy company houses, and you will appreciate that there is nothing the company can do to re-possess these buildings. At the same time, we are doing everything possible to increase our crew and as an inducement, we are anxious to take over the buildings constructed by the Japanese, and recondition at least some of them for occupation. In these circumstances, we would like to file this letter as an application for your consent, to the end that we may re-possess these buildings and proceed to do whatever is necessary to make them habitable.

Trusting that this application will receive your favourable consideration.

Yours very truly,
CANADIAN COLLIERIES (DUNSMUIR) LIMITED
(Signed) P.S. FAGAN
Comptroller

PSF/KC
2 extra copies

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

30th November 1948. B. Phummer

B.P.

DATE October 13/48

FILED BY

G.E.A. Rice

6639

August 31st, 1943.

Mrs. Kenichi (Matsuyo) YANO,
 Registration No. 06478,
 Popoff Farms,
 Slocan, B.C.

Dear Madam,

The Custodian is pleased to inform you that arrangements have now been completed whereby Canadian Collieries (Dunsmuir) Limited, have taken over numerous houses on their properties that were at one time occupied by persons of the Japanese race.

As the Company owned the land, the right to use and occupy such buildings was contingent upon the payment of a nominal rent. We are informed that the right of occupation and use of any structure on the land was to terminate if the occupier ceased to be an employee of the Company. The Corporation, however, agreed to pay an estimated salvage value for the buildings, and pursuant to the agreement, the Company's Inspection Engineer, along with our Agent, appraised each building on the basis of its value to the Company, in connection with their building plan.

You occupied the building known as House No. 15 $\frac{1}{2}$, No. 1 Japanese Town, and the award fixed as aforesaid amounted to \$15.00. Your account, has therefore been credited with this sum.

Yours truly,

R.G. Bell
 Administration Department.

*No. 50 - Travelling Shop } no spent pd. since 8/28.
 " 15 $\frac{1}{2}$ - Barber Shop }*

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

30th November 1948.

B. Phummer.
 20/11

6639

September 1st, 1943.

Mrs. Kenichi (Matsuyo) YANO,
Registration No. 06478,
Popoff Farms,
Slocan, B.C.

Dear Madam,

The Custodian is pleased to inform you that arrangements have now been completed whereby Canadian Collieries (Dunsmuir) Limited, have taken over numerous houses on their properties that were at one time occupied by persons of the Japanese race.

As the Company owned the land, the right to use and occupy such buildings was contingent upon payment of a nominal rent. We are informed that the right of occupation and use of any structure on the land was to terminate if the occupier ceased to be an employee of the Company. The Corporation, however, agreed to pay an estimated salvage value for the buildings, and pursuant to the agreement, the Company's Inspection Engineer, along with our agent, appraised each building on the basis of its value to the Company, in connection with their building plan.

You occupied the building known as House No. 50, No. 5 Mine Road, and the award fixed as aforesaid amounted to \$10.00. Your account has, therefore, been credited with this sum.

Yours truly,

R.G. Bell
Administration Department

*No. 50 dwelling } No rent pd since July 19/28.
" 15 1/2 Barber Shop }*

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

30th November 1948.

B. Phummer
10/4

OFFICE OF THE CUSTODIAN

EXHIBIT 784-6

October 13/48

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: YANO, (Matsuyo) Mrs. Kenichi

HOME ADDRESS: Cumberland, B.C.

REGISTRATION NUMBER 06478 SEX: Female AGE: 31

OCCUPATION: Housewife

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

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Kenichi

ADDRESS OF WIFE OR HUSBAND: Same address

NAMES OF ANY LIVING CHILDREN: Kenji (M) Hisashi (M) Masako (F)

ADDRESS OF CHILDREN: Same address

AGE OF CHILDREN: 10, 5, 3 years

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

1. LOCATION AND DESCRIPTION:

#50 House, Dwelling house and #15 1/2 House, Cumberland, B.C. property owned by Canadian Collieries (Dunsmuir) Ltd., Van. B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS:

#50 Dwelling House and #15 1/2 Barber shop

3. INSURANCE (Give particulars; state where policies are)

None

4. TAXES (Amount and where payable)

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

None

6. OCCUPANCY AND LEASES (If vacant so state)

Self

- 7. STATE WHEREABOUTS OF TITLE DOCUMENTS:
- 8. STATE IF ANY OTHER PERSON HAS ANY INTEREST:
- 9. IF FARM LAND STATE CROPS SOWN.....

- 4. INSUR
- 5. MORT

STATEMENT OF REAL PROPERTY OCCUPIED

- 1. LOCATION AND DESCRIPTION:.....
#50 house, Cumberland, B.C., Dwelling House
- 2. LANDLORD'S NAME AND ADDRESS:.....
Self
- 3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:.....
None
- 4. STATE WHEREABOUTS OF LEASE: None
- 5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid).....
None
- 6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

- 6. MONE
- 7. BOND
- 8. BANK
- 9. LIFE
- 10. INTEP
- 11. SAFE

LIABILITY

STATEMENT OF PERSONAL PROPERTY OWNED:

- 1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:.....
(1) Donkey stove, 1 Camp stove, 2 beds, bath, kitchenware, left in house #50
2 beds, 1 stove, kitchenware, looking glass, 3 hand saws, 2 axes, left in house #15 1/2.
Keys to both places left with Matt Brown, Cumberland, B.C. 1 trunk, clothing and kitchen utensils, 1 box gramophone records, 1 barber chair, stored with Cumberland District Storage and Sales, Cumberland, B.C.
- 2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS.....
None
- 3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY.....
None

- 1. PERSO
- 2. TRAD

I, the tected area tures, bond

I certi every desc and indire Dated

FOR DEP

- 4. INSURANCE CARRIED ON ABOVE PROPERTY:
- 5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS:
- 6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom).....
- 7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts).....
- 8. BANK ACCOUNTS:
- 9. LIFE INSURANCE:
- 10. INTEREST IN ANY ESTATES OR TRUSTS.....
- 11. SAFETY DEPOSIT BOX:.....

LIABILITIES:

- 1. PERSONAL DEBTS:
- 2. TRADE DEBTS:

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 28th day of April 1942.

(Signature) M. YANO

H.J. LOGAN
Witness

FOR DEPARTMENTAL USE.....

URES,
TS:.....
#50
in house
nk,
, stored

N, OR

STATEMENT OF REAL PROPERTY OCCUPIED
MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
OTHERS:

STATEMENT OF REAL PROPERTY OCCUPIED
MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
OTHERS:

BANK ACCOUNTS:
LIFE INSURANCE:

INTEREST IN ANY ESTATES OR TRUSTS:

SAFETY DEPOSIT BOX:

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

30th November 1948. *B.P. Munro*

PERSONAL DEBTS:
TRADE DEBTS:
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 30th day of April 1948.

Signature: *B.P. Munro*
Witness: H.J. Logan

FOR DEPARTMENTAL USE

"Custodian,
Royal Bank Building
(your information O.A.F. 9/26/42)"

EXHIBIT No. 784-7
DATE October 13/48
FILED BY G.E.A. Rice

BRITISH COLUMBIA SECURITY COMMISSION
CUSTODIAN RELEASE FORM

Address: Slocan City, B.C.

Date: September 21, 1942.

To: The Secretary of State, acting in
his capacity as Custodian, Vancouver, B.C.

I, M. Yano (Mrs.) Police Registration No. 06478 hereby request you to
release to me the under-noted property stored at #1 Japanese Town, Cumberland
in possession of BROWN, Matt and I release you from any claim whatsoever with
respect to such property.

Description of Property:

1 Wooden box kitchen utensil

Original Address: Cumberland, B.C. #1 Japanese Town

Date evacuated to Vancouver: April 15, 1942.

Date evacuated to present address: September 1942.

Number in family - 12 years and over - 3

Number in family - 5 to 11 years old - 2

Number in family - under 5 - 1

Total number in family 7

I agree to pay all charges as required by the British Columbia Security Commission.

Approved: BRITISH COLUMBIA SECURITY COMMISSION

Per:

M. YANO
Claimant signs here.

*Th. Brown - lets know
that charge including
yours. Will then send you
money to cover when
collected. BCSC. C.V. Fisher
9/21/42*

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

30th November 1948.

B. Plummer 64