

6639

**BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN**

FILE NO. 6639

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.

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.

EXHIBIT NO. 784-6

DATE October 13/48

FILED BY G. S. A. Rice

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

1. LOCATION AND DESCRIPTION:

#50 House, Dwelling house, and #15¹/₂ House, Cumberland, B. C.
property owned by Canadian Collieries (Dunsmuir) Ltd., Van., B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS:

#50 Dwelling house and #15¹/₂ Barber shop.

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

None

4. TAXES (Amount and where payable) None

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

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

#50 house, Cumberland, B. C. V. 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:

None

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 No. 152. Keys to both places left with

Matt Brown, Cumberland, B. C. 1. Trunk, clothing & 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

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. Jano

H. H. Logan
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Aug. 17/43.

Our File No. 6639

Full Name YANO (Matsuya) Mrs. Kenichi
(Surname in Block Letters)

Registration No. 06478

Male - Female
(check) ☒

Age Feb. 16, 1900

Former Address

Box 129, Cumberland, B.C.

Date Evacuated

31/8/42

Naturalized - Canadian-Born - National
(check) ☒

Present Address

Papoff Farm, Alton, B.C.
20/12/48 - Box 270, Raymond, Alta.

Married - Single
(check) ☒

Name of Wife

Name of Husband

Kenichi #06464

Name of Father

Deceased

Name of Mother

Deceased

Names of Children under 16

See husband's sheet

Requested by

EO/1

Registered with Custodian

(Yes or No)

Additional Information

Barber Shop

Molson
P.O. Box 431,
Cumberland, B.C.
Oct. 3/42. 6639

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 5 1942

EXHIBIT NO. 784-3
DATE October 13/42
FILED BY J. S. A. Rice

Dear Sir:-

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

1 & 2 Location and Nature of property. House # 15¹/₂ 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

Matt Brown.

Custodian Agent.

Proof of Claim

NOV 27 1947

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.

6639

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. Kinnaird
Witness to Signature of Claimant.

M. Yano
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

Mrs. Matsuyo Yano

I,

(Full Name of Claimant)

c/o D. Arundson, Picture Butte, Alberta.

Housewife

of

(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:

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.

Robert D. Hill

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

m yano

Canadian Royal Bank
Yours
Information
ASJ 9/26/42

Green

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

EXHIBIT NO. 784-7
DATE October 13/48
FILED BY G. R. Rice

Address: Vancouver City, B. C.

Date: September 21, 1942

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

I, Mr. Yano, (Mrs.), Police Registration No. 00478

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

Mr Brown
Let's have total charges
including yours - will
then send you money to
cover when called in
ASJ 9/26/42

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

Date Evacuated to Vancouver: April 15, 1942

Date Evacuated to Present Address: September 2, 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 6

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

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

23rd June, 1949

PLEASE REFER TO FILE NO. 3212 - 185

D.T. BRAIDWOOD, ESQ.,
c/o Messrs. Sutton, Braidwood & Morris,
Barristers and Solicitors,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Mr. Braidwood:

RE: SETTLEMENT AWARDS
Matsuyo Yano, Case No. 784
Custodian File No. 6639

This claim relates to two houses owned by the Claimant at Cumberland.

R.P. { Our understanding is that Mr. Justice Bird intends to have a special Hearing dealing with all these Cumberland cases.

We will, therefore, await some further word regarding this Hearing, which we hope will be held in September or early October.

Per. Prop. { We note that you do not deal with personal property valued at \$264.00, and our position is that we are entitled to the usual settlement in respect of this personal property. The evidence shows that it was owned and left behind by the claimant.

Yours truly,

VIRTUE, RUSSELL & MORGAN,

Per

V/L

3
CUMBERLAND AND DISTRICT STORAGE AND SALES

PERSONAL AND HOUSEHOLD GOODS, ETC.

To
I, the undersigned, *Transportation Dept*
of *Mr. Frank B. Security Comm. Van.*
have stored my personal goods, as listed, in
care of Matt. Brown, Cumberland, B. C. The listed goods are stored at the owner's
risk, which will be properly taken care of, as to any regulations, Dominion or Provincial,
under the evacuation orders.

No. of Packages:

One.

Registration No. *06478*

Matt. Brown, Agent

P. O. Box 431

Agent Matt Brown

Shipped Freight Prepaid
To Slocan City B.C.
Goods Received
Prices Fair & Just
Additions & Extensions
Charge to A/C

1 Box Kitchen Utensils.

MAY 30 1947

Certified Correct Approved

Acc't Sec'y

Audited & Passed

for Payment

Treasurer

Pickup from "Pop-Tone" Garage
W. C. R.R. Freight Shop Courtenay B.C.

Freight Prepaid to Slocan City ✓ *5.59*
Handling & Loring Bk of Exchng ✓ *1.00*

Total \$8.09

as Per Your Release of Sept 26/42.

Collect from
Mr. Yano. 06478.

27044

O.3A

MEMORANDUM

File Nos.: 6639
15140

February 19th, 1944

To: FILE

From: Mr. Green

Re: Mr. & Mrs. Kenichi YANO

The husband, Kenichi Yano, has now (January 24th, 1944) registered with us. His declaration is different from that of his wife but not markedly so. Mr. Brown reports on the wife's file that all effects of value have been shipped to the owners and that the balance are not worth putting in storage as they are of no value whatsoever. The writer has seen No. 1 Japanese town and is of the opinion that nothing further need be done on either of these files insofar as personal property is concerned.

HFG:IF

To the Secretary of State acting
in his capacity as Custodian.

I M. Yano, Police
registration No. 06478, hereby request you to
release to me the under-noted property stored at
Mr. Matt Brown Storage, Cumberland, B. C.

and I release you from any claim whatsoever with respect to
such property.

Description of Property:

- #1 Trunk *Clothing, etc.*
- #2 Box gramophone records
- 1 sewing machine *with fabric*
- 1 barber chair

*Shipped as per B/L June 16/42
B/L 00000*

Dated this 11th day of June 1942.

M. Yano
(Japanese sign here)

Approved

Jamian Rose
B.C. SECURITY COMMISSION

NOTE:

The Custodian is advised that the B.C. Security Commission will pay transportation charges up to 1,000 pounds (which amount includes the free baggage allowed by railroad company on tickets), and any charges over this amount will have to be for the account of the individual Japanese evacuee.

B 7 Sept 15/42 - J. Macpherson

August 29th, 1942.

Mr. Kenichi YANO,
Registration #06464,
New Denver, B. C.

nr (wife file # 6639)

Dear Sir:-

In making declaration of your property to the Custodian, you claimed to be the owner of a house built by you on land owned by the Canadian Collieries Limited at Cumberland, B.C. We have been informed by the Canadian Collieries that you were permitted to build upon this land and occupy the premises only while you remained an employee of the Company, and that the building is now the property of the Company.

While we desire to protect your ownership of the house, we shall have to accept the statement of the Company unless you can submit some evidence of your right to retain ownership of the house. I suggest that, to this end, you give me information on the following questions:

1. When you built this house did you get a lease of the land from the Company; or did you belong to an association which was granted a lease of a larger area of land of which the land on which your house is situated is a part, and if so, can you give me the name and address of the party holding this lease? Any lease of the land occupied should be sent to me for inspection.
2. Have you any letter or other document from the Company giving you the right to occupy the land, and if so, please send such letter or document to me.
3. Did you occupy this land only by verbal permission of the Company?
4. Are you supposed to pay rent to the Company, and do you propose to continue paying it?
5. Was there any understanding between you and the Company that the house should become the property of the Company if and when you quit working for the Company?

If you still consider yourself owner of this house it is

Mr. Kenichi YANO

-2-

August 29th, 1942.

Important that you should write me at once giving such information as you may be able in substantiation of your claim.

Yours truly,

Ian Macpherson
Little Examiner

IR:EB.

Mrs. Matsuyo YANO

File No. 6639
Reg. No. 06478

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 September 13	Paid by Canadian Collieries Ltd. for building on their land " # 15 1/2 " # 50		\$ 15.00 10.00	
1947 June 11	Cumberland Electric - claim paid Cumberland Waterworks " " Cheque to you	10.57 9.32 5.11		
July 25	Cheque returned & reccredited to your account		5.11	
		\$ 25.00	\$ 30.11	

CR \$ 5.11

Accounting Department
May 8th, 1948

MEMORANDUM

July 18, 1949.

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

Re: Case No. 784 - Matsuyo YANO, and Mr.
Virtue's letter of June 23, 1949.

REAL PROPERTY:

This office is aware of the "Special Hearing" in re houses erected by Japanese on Canadian Collieries property at Cumberland and it is considered that D. T. Braidwood's attention should be drawn to the Transcript in this case (Page 1 to Page 11, Line 3) as it appears to cover the situation completely and in greater detail than in other cases.

While Mr. Virtue speaks of the property as being "Real Property", we have placed the claim in the Personal Property section of our records as it was a house erected on other persons land.

PERSONAL PROPERTY:

Mr. Virtue states that items totalling \$264.00 were "owned and left behind by the claimant".

This office contends that all items of value were shipped by the B. C. Security Commission on June 16, 1942 (Exhibit No. 3) or were, as per same Exhibit, abandoned as being of no value.

See Transcript Page 12, Line 8 to Line 28; Page 17, Lines 13 to 21; and Page 19, Line 10 to end.

↓
and Braidwood
were fixtures in
any case!

J. Cuming

B. Good

JC/ER

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

June 2/47

Department of the Secretary of State,
Office of the Custodian,
Ottawa, B.C.

EVACUATION SECTION	
Rec'd	JUN 6 1947
File No.	15140
Ans.	
Indexed	Frachiser

Dear Sir or Madam:

I have been checking the
files of Cumberland Electric Lighting Co. Ltd.
and Matt Brown's Grocery, Cumberland.
We still owe \$19.89 to Electric Co. But to
Matt Brown's Grocery we had an understanding
between us that we were all square, by us
giving him all kinds of things before evacuation
to make up for the money we owed him. So
I like you to know that we don't owe a
cent to Brown's Grocery but to Electric Co.
I wish you to pay out from the funds
in our account.

Yours truly,
Mrs. Kenichi Yano.

15140
6639

June 6, 1947.

Mr. Matt Brown,
P.O. Box 431,
CUMBERLAND, B.C.

RE: Matsuyo (Mrs. Kenichi) YANO
\$16.35

Dear Sir:

With regard to your claim against Mrs. YANO, we wish to advise that we have just received a letter from her in which she states that prior to her evacuation she gave you goods equal to the value of the sum she owed you. She therefore refuses to recognize your claim and we will take no further action in the matter. Should you care to contact her direct regarding your account, her present address is c/o Mr. D. Amundson, Picture Butte, Alberta.

Yours truly,

F. Matheson
Office of the Custodian

LEM:

6639.

August 11st, 1943.

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

EXHIBIT NO.

784-5

DATE

October 13/48

FILED BY

G. R. A. Rice

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. 15^{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.

RGB/P.

No. 50 - Dr. Bellair
" 15^{1/2} - Barber Shop } no receipt pd. since July 26.

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 (Dumfries) 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.

RGB/P.

no. 50 Dwelling
" 15th Harbor Shop } no rent pd since Jul. 19 28.

C O P Y

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.

EXHIBIT NO. 784-4
DATE October 13/48
FILED BY G. R. Rice

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 and 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 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. 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,

Yours very truly,
CANADIAN COLLIERIES (DUNSMUIR) LIMITED.
(signed)
P. S. Fagan,
Comptroller.

PSF:KC
2 extra copies

15140
6639

June 6, 1947.

REGISTERED

Mrs. Matsuyo YANO,
Reg. No. 06428,
c/o Mr. D. Amundson,
PICTURE BUTTE, Alta.

Dear Madam:

Thank you for your letter of the 2nd instant requesting us to pay the account of \$19.89 owing to the Cumberland Electric Lighting Co. Ltd. and Union Waterworks Co. Ltd. We have paid this account in full and enclose herewith Custodian cheque for the balance of funds in your account in the sum of \$5.11.

As no property of any kind belonging to you now remains under the control of the Custodian, we are closing your account. Kindly acknowledge receipt of the enclosed cheque.

Yours truly,

F. Matheson
Office of the Custodian

LEM:

Encl. (1)

6639

September 19th, 1942.

Mr. Kenichi YANO,
Registration #06464,
New Denver, B. C.

Dear Sir:-

We regret to inform you that we unfortunately are unable to trace having received any reply from you to our letter dated August 29, 1942.

Our letter was in reference to the house you occupied on Canadian Collieries land at Cumberland. If you consider yourself still the owner of the house please advise me of your reasons. If not, will you kindly advise me that you abandon any claim to it.

Will you please give this matter your immediate attention.

Yours truly,

Ian Macpherson
Title Examiner.

IM:EB.

CASE NO. 784.

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. EUMANSON, SUB-COMMISSIONER)

10

Lethbridge, Alberta,
 October 13th, 1948.

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

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A. HISE, 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.

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).

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.

Q And what did you pay for these buildings?

3
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. 15 1/2.

The other was \$300.00.

MR. RUSSELL: Q: Did you buy these yourself or did
your husband buy them?

A: My husband
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

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?

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 these premises? A: Well, I don't know. I didn't see any instance like that.

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?

30

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.

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.

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 \$300.00 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

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: 15 $\frac{1}{2}$, I think, was the barber shop.

THE SUB-COMMISSIONER: Pardon?

MR. RICE: 15 $\frac{1}{2}$ 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

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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 these 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

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 a piece?

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.

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

30

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.

It enter 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,

"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."

"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

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.

"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

M. Iano,
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,
Gross 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."

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.

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.

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.

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,

"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."

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

"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. REE: 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

30

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" Official Reporter.

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

30

SUB-COMMISSIONER.

Name of Claimant

YANO, Matsuo

Case

784

Custodian File

6899

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total			
PERSONAL PROPERTY											
Motor Vehicles		Boats and Boat Gear									
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column				
NETS											
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS											
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
			46%	200.00	32.00				32.00		
TOTAL RECOMMENDATION											32.00

Defence Brief

LETHBRIDGE

13 Oct. 48

(Mrs.) Matsuyo YANO

File No. 6639

Case No. 784

PERSONAL PROPERTY CLAIMS

1. Chattel Claim (2 Houses)

Sold as salvage for \$25.

\$1000.00

Collected from Colliery Co. 25.00.

Built on property of Canadian Collieries (Dunsmuir) Ltd.

Houses were built on posts sunk in the ground (Fixtures).

Trans. 7 - Claimant had no written agreement with the Colliery Co.

Trans. 8 by Sub-Commissioner "It looks as if the houses belong to the Coy. as they are fixtures.

Exhibit 4 and Trans. 12 line 10 et seq.

Letter from Colliery Co. explaining their position in regard to these houses. Ex. 5 and Trans. 14 line 30 et seq. Letter to Claimant from Custodian explaining that the Colliery Co. had paid salvage values for the buildings.

Trans. 18 line 14 et seq. Claimant's counsel claims that by paying for the houses the Colliery Co. negatived its ownership. Custodian counsel says that the Colliery Co. take the position that those people who built the houses were just licensees.

2. Chattel Claim (Household)

\$264.00

See Ex. 784 - 3 ^{all} ~~and~~ effects of value shipped 16 June 42 and 1 Oct. 42.

Balance of no value left in house.

There is no information on the files as to the specific articles shipped.

Witness: Matt Brown

J.P. Form Ex. 784-6 states left in houses # 50 and 15½. Keys to both places left with Matt Brown, Cumberland, B.C.

Sub: see pp 11712 Transcript.

RWN/mw