Name of Claimant ITO, Mrs.Teru

Case 1334

Custodian File 3305

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% there-of	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	
1400	70.00 12.50										82.50

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS					
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
186.50	46.10	13.83	24.65%	669.35	164.99			178.82

TOTAL RECOMMENDATION	261.32

1540

CASE NO: 1334.

JAPANESE PROPERTY CLAIMS COMMISSION

Montreal, P.Q.,
June 1st, 1948.

IN THE MATTER OF THE CLAIM OF
(MRS.) TERU ITO.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 1334.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

10 Montreal, P.Q.,

June 1st, 1948.

IN THE MATTER OF THE CLAIM OF

(MRS.) TERU ITO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
ROGER OUIMET, Esq., K.C.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

30

(MRS.) TERU ITO, the claimant herein, being first duly sworn, testified as follows:

MR. OUIMET: My lord, this was originally a claim for $2,000.00 on the original form for the property, and $1506.75 for the personal property, but in the forms which I have filed there has been an amendment made and the amount of $1506.75 has been amended to read, "$1056.75," $500.00 less than the original claim, that is for the personal chattels, and as for the real estate it remains $2,000.00. There is an amount of $3200.00 for building but it was an original estimation of the building as furnished, so the $3200.00 which appears on the original claim is really the sum total of the $2000.00 buildings down to $1356.75, approximately.

DIRECT EXAMINATION BY MR. OUIMET:

Q Now, Mrs. Ito, you are the claimant in the present case? A: Yes.

Q Would you take communication of real estate claim No. 03813 for $2000.00, with credit to Custodian, $1400.00, net balance $600.00 and say whether it bears your signature and whether it is a truthful statement of your claim? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Would you kindly take communication of personal chattels claim bearing the signature of Mrs. Teru Ito with inventory of personal chattels attached thereto in the amount of $1056.75, and say whether $1056.75 represents the true amount of

the inventory? A: Yes, sir.

Q And whether the claim is for $1056.75 less a credit of $46.10, leaving a net of $1010.65 -- is that yourtrue claim?

A Yes.

Q For personal chattels? A: Yes.

Q Wouldyou kindly file this which bears yourtrue signature as Exhibit 2? A: Yes.

(DOCUMENT MARKED EXHIBIT NO. 2).

10 MR. OUIMET: My lord, I have here what purports to be a power of attorney on behalf of the husband, Mr. Junji Ito, signed on May 21st, 1948. I just wondered whether I should file it.

THE COMMISSIONER: I think you better file it. That is the authority, I take it?

MR. OUIMET: That is the authority for her to act on her evidence.

THE COMMISSIONER: For the record, Mr. Reporter, this is a joint claim by the claimant, Mrs. Teru Ito,

20 and Junji Ito. Does that joint feature relate only to the real estate, or does it relate to the chattels?

MR. OUIMET: Q: Mrs. Ito, did you understandthe question of his Lordship? A: Yes.

Q Are you making a joint claim both for the personal chattels and for the real estate, or foronly the real estate? A: For both the real estate and chattels.

Q You make a joint claim for your husband and your-

30 self as per the power of attorney which I ask to

file as Exhibit 3, signed May 21st, 1948, in the presence of a witness?

A Yes.

(POWER OF ATTORNEY MARKED EXHIBIT NO. 3).

MR. OUIMET: Would you have this indenture or lease in your possession (producing)?

MR. HUNTER: I don't think so.

MR. OUIMET: You don't contest the title, do you?

MR. HUNTER: No.

10 MR. OUIMET: I needn't file this then.

MR. HUNTER: Not unless you wish to show the terms of the lease.

MR. OUIMET: Q: Now would you tell his Lordship in what condition was your house when it was sold by the Custodian?

A It was in perfect condition.

Q And when you say "perfect condition", would you elaborate on that? A: Yes.

Q There was nothing wrong with it?

20 A There was nothing wrong with it for the price of that house.

Q When you say for the price, you mean to say for the price you set for the house, or the price received for it? A: No, the price I set for the house.

Q I understand that it was suggested that there were only three small bedrooms in the house. Can you comment on that? A: Yes, sir. Mr. Reid that bought the house --

30 Q Mr. J.R. Reid. A: Mr. J.R.

Reid, well, there were two small rooms upstairs, but one big room, a large room in the front upstairs.

Q Would you remember the dimensions of the large room upstairs? A: Well, not exactly.

Q If I suggested to you it could be as large as twenty by fourteen, would you say I exaggerate?

A 20 x 14?

10 Q Yes. A: I think so.

THE COMMISSIONER: You better clarify that answer.

MR. OUIMET: In order to make a comparison, was it as large as this room here?

A Well, 20 x 14 feet.

Q Yes, 20 feet long by 14 feet wide.

A Yes, sir.

Q That would be the approximate dimension?

A Yes, because the front room was as wide asour house.

20 Q As wide as your house? A: Yes.

Q It wouldn't be as large as this room here?

A No.

Q Would it be half the size of this room or one-third? A: Half of this room wouldn't be 20 x 14.

Q If you know what you are talking about, would you say it? What condition was the furnace in?

A It was in good condition.

Q Had it been repaired recently?

30 A Well, it was repaired when we moved into the place,

and it was in good condition. We were using it until the time we left.

Q What kind of a furnace was it?

A It was hot air.

Q A hot air furnace, and you had no difficulty with it until you left? A: No.

Q About what time had your husband repaired it? When you acquired the house?

A He repaired it when we bought that house.

10 Q Now, it is said by Mr. Reid or suggested by Mr. Reid that the first floor of your house consisted of a small living room. Was it a small house?

A Well, not according to the house.

Q What were the dimensions of the living room?

A I couldn't tell you exactly, but I know the dining room is much bigger than the front room. That took up most of one side of the building, and the other side of the building was a kitchen and hallway, and the staircase was there so it couldn't

20 be very much smaller.

THE COMMISSIONER: I do not think you need go into that any further, unless you wish. We have it that the house was built on a 25 foot lot.

MR. OUIMET: Yes, my lord.

THE COMMISSIONER: That pretty well fixed the width of the house in any case.

MR. OUIMET: Q: It is also suggested the property was in poor condition by the person who valued it, J.R. Reid & Company?

30 A He knows better than that. It wasn't in poor

condition or else he wouldn't buy it and pay that price. He knows what repairs we put in.

MR. HUNTER: There seems to be some suggestion, my lord, that J.R. Reid bought the place.

MR. OUIMET: No, he didn't.

THE COMMISSIONER: I presume Reid was a real estate agent in Vancouver who was the man who appraised it.

MR. OUIMET: Yes, that is correct.

10 Q As a matter of fact, do you know who purchased the house? A: I understood it was the people right across the street from us. I don't know whether he is a real estate agent or not but it is those people who used to live across the street from us.

THE COMMISSIONER: There is one question I would like to put to the witness, Mr. Ouimet. Perhaps you would prefer to have it put now so you can follow it up.

20 Q I notice in your claim form, Mrs. Ito, that you bought the property in 1939, is that correct?

A Yes.

Q And it cost you a thousand dollars?

A A thousand dollars -- $1100.00.

Q It is shown here as a thousand dollars, is that correct? A: Yes, sir.

Q Now, why do you think that the property doubled in value in the period of four years after you bought it? A: Well, we repaired it

30 and put in a lot of work into it, and every room

in the house was redecorated, and there wasno staircase down to the basement. We put that in and the basement floor was all fixed and within the two years' time that we were there, we put in most of our money and most of our time to fix that house.

THE COMMISSIONER: I see.

MR. OUIMET: May I follow that up?

THE COMMISSIONER: Yes, please do.

MR. OUIMET: You claim there was new flooring and steps in the basement and a new board walk around the home and new front steps installed. By whom were they installed? A: By my husband.

Q Did he have any help to do that?

A No.

Q I take it the $400.00 claimed represents the actual cost of materials installed by him, but does not represent labour? A: It does not represent labour.

Q He hasn't included his labour?

A He has included his labour in it.

Q Would you be able to break up the figure of $400.00 between the material furnished and labour? Would it be about half and half?

A Well, I can't answer that.

Q Your husband could?

THE COMMISSIONER: The breakdown of it is not very material. We have her statement.

MR. OUIMET: Q: When were items 2 and 3 in the improve-

ments made by yourself and your husband?

A In the property, you mean?

Q Yes. A: Within the two years' time we lived there.

Q Within the two years' time you lived there, including the plumbing facilities installed?

A The plumbing we had to fix, but the rest of the fixing we did in the two years' time we were there.

10 Q What are the plumbing facilities? You have charged $75.00 for it. A: The upstairs bathroom plumbing was leaking at the time we went there. The foundation was in good condition but the rest of the house was needing fixing, and the money we paid -- we would rather pay a thousand dollars on the property and fix it the way we wanted and we put in that work in the two years'time we were there.

Q You claim improvements for a total of $975.00,

20 which added to the costprice of a thousand dollars would make it $1975.00, $25.00 less than the estimated value. What is that estimated $25.00 made up of? A: I don't know.

Q Do you really feel that the improvements made by the claimant enhanced the value of your house to the extent of a thousand dollars? You know what I mean by "enhanced", increased it.

A I don't know how it is figured out, but I just

30 have figured it out that way, I suppose.

Q Less $25.00. So I take it what you have added to the original cost price of the house was only the total price of the improvements as put in by your husband? You paid a thousand dollars originally? A: Yes.

Q You added $975.00 worth of improvements, adding it to the thousand dollars which came to $1975.00, and in order to make it a round figure you put in $2000.00, am I right or wrong?

10 A Well, I don't know how it was figured out, like.

Q Am I right in assuming $2000.00 to be the worth of the house at the time you left it?

A Yes.

Q You say a soldier made an offer of $2300.00?

A Yes.

Q When was that offer made? A: That offer was made about a week before we evacuated the place.

Q That was in a furnished condition?

20 A Yes.

Q That is why you put in the original claim this amount of $2300.00? You could have sold it; why did you refuse it? A: I was told by one of the commissioners not to sell the property because we could come back to the place as soon as the war was over.

Q And you intended to come back as soon as the war was over? A: Why, yes, sir.

MR. OUIMET: Thank you.

30 MR. HUNTER: It is submitted, my lord, that the real

property/sold for its was fair market value.

It is submitted that the personal property sold was sold for its fair market value.

It is submitted that most of the items claimed for were shipped to the claimant. It is submitted, in any case, the claims made are exorbitant.

I have here a notarial copy of an agreement between the Anglican Synod of the Diocese of British Columbia and Junji Ito and Teru Ito, dated
10 the 14th of June, 1940.

CROSS-EXAMINATION BY MR. HUNTER:

Q Would that be the agreement you purchased under, or under which you and your husband bought?

A Yes.

Q So actually the purchase was in 1940, not 1939?

A I don't remember.

MR. OUIMET: It seems to me, my lord, if my friend wishes to refer to a document --

20 THE COMMISSIONER: The document will speak for itself. Show it to the witness.

MR. HUNTER: Q: Is that a true copy or a notarial copy of the agreement? A: Yes, sir.

MR. HUNTER: I tender that as Exhibit 4.

(AGREEMENT MARKED EXHIBIT NO. 4).

MR. HUNTER: I produce a report of the London and Western Trusts Company Limited, dated the 2nd of April, 1942:

"Re 2052 Triumph Street, Vancouver, B.C.

30 "This property is located on the South side

"of Triumph Street and is the second house West from Lakewood Drive. The corner lot on Triumph Street and Lakewood Drive is vacant. Property on the East side of this property, and also on the West side, are two small homes. This is an old district and the houses are occupied by workers employed in the various industries along the waterfront.

2. This property was purchased in 1940 under an Agreement of Sale for $1000.00, cash $200.00 and balance at the rate of $20.00 per month (including interest @ 6%). Payments have been made to date and the balance owing as at May 15th, 1942 is $446.66.

3. This is a two-storey frame house of five rooms with a basement, (board floor), house resting on two foot concrete base. The house is heated by hot air furnace and is in fair condition inside, but requires paint and some repairs on the outside.

4. Inventory attached.

5. Insurance Policy #6312082 - $2000.00 Union Insurance Spciety of Canton Ltd., paid to June 17,1944. (Premium $14.00). Loss, if any, payable to Anglican Synod of B.C.

6. Balance owing on Agreement of Sale: $446.66. Taxes paid to Dec. 31/41.

7. This property is located in a very old district and like the majority of the houses in this location, requires paint and repairs, and the grounds require attention.

"The houses in this district are either owned or rented by workers who located to be near their work, and where rentals are within their means. This section of the City is strictly a working-man's district and if the property were put up for sale it is doubtful if it would bring $900.00 - $1000.00, and that would likely be on a monthly payment basis with a very small initial payment and low rate of interest."

10 Attached is an inventory of chattels. I would tender that for information, to be proven later, as Exhibit 5.

(REPORT MARKED EXHIBIT NO. 5).

MR. HUNTER: I tender the appraisal of J.R. Reid & Company, dated November 5th, 1943. This is a short appraisal, my lord. I won't bother reading it. He values the property at $1400.00.

(APPRAISAL MARKED EXHIBIT NO. 6).

MR. HUNTER: This property was advertised for sale under

20 catalogue No. 273. In response to the advertisement a tender was received from F. Crompton for $1200.00, dated the 2nd of October, 1943. This was rejected. The time for tendering having run out, a verbal tender was received from Crompton dated the 29th of October, 1943, for $1400.00. This was approved by the Advisory Committee on the 6th of December, 1943, and it was sold to Crompton as at the 3rd of December 1943, for $1400.00 cash.

30 THE COMMISSIONER: Well now, I notice that the claimant

gives credit for only $1073.00, is that incorrect?

MR. HUNTER: We had to pay off the balance owing under the agreement for sale.

THE COMMISSIONER: The gross is $1400.00.

MR. HUNTER: The gross is $1400.00, my lord. That shows on the real property statement, I think, sold by the Custodian for $1400.00.

MR. OUIMET: $1400.00 was given as a credit.

THE COMMISSIONER: I was looking at the claim form. I assume it has been changed. Yes, I see.

MR. HUNTER: This property was assessed in 1943 as shown on Exhibit 2, isn't it, the real property statement, except that the improvements for 1943 are assessed at $1050.00 instead of $1100.00. The total assessment in 1942 is shown as $1415.00. There was a reduction of $50.00 in 1943.

I would tender the analysis of personal property claim as Exhibit 7.

(ANALYSIS MARKED EXHIBIT NO. 7).

MR. HUNTER: I should mention, my lord, that that tender that was received was the only tender for the real property. There were no others.

I tender a receipt from the B.C. Security Commission for chattels handed over by the Custodian to them and shipped by Gallagher's truck, dated the 14th of September, 1943. It will be noticed, my lord, that there are items on this for which claim is now made. I tender that as Exhibit 8.

(RECEIPT MARKED EXHIBIT NO. 8).

THE COMMISSIONER: That , of course, is also subject to later proof of its contents.

MR. HUNTER: Exactly, my lord.

THE COMMISSIONER: Are you going to be a little time on this chattels claim, Mr. Hunter?

MR. HUNTER: I don't know. I might be a little time, my lord.

THE COMMISSIONER: I think perhaps it would be as well if we adjourned now.

10

We will adjourn until half-past 2.

(PROCEEDINGS ADJOURNED UNTIL 2:30 P.M.)

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

T. P. Horrobin

"T.P. HORROBIN"
OFFICIAL REPORTER.

20

30

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

(MRS.) TERU ITO, resumed the stand, testified further as follows:

MR. HUNTER: My lord, before luncheon, I was referring to this list of items which we submit were sent through the B.C. Security Commission to the claimant.

THE COMMISSIONER: Yes. You are referring to Exhibit 8.

MR. HUNTER: I do not think it had actually been stamped.

Q This is the list which is supposed to have been shipped to you?

10

A It is the items we left behind as is written in there because the truck was too small, not sufficient help.

Q But, all these items above, here, from there up were supposed to have been shipped to you. Did you receive them?

A No, sir.

Q Did you receive any of them?

A Lots of books.

20= Q Look it over and tell us what items you did not receive.

A I will tell you what I received actually; the coal stove and wood and coal range, chesterfield set, and some of these children's toys were no good. I put it on one side and they were went to me, and many empty boxes were sent to me. That is all I can give you. I got some books.

Q One box of tools, large. Did you receive those?

A There was a doll but no box. It was in among the books. That is not the way I packed them in when I left the place.

30

Q These were handed over to the B.C. Security Commission for shipment to you. There is the signature of M.D. McDonald who received them on behalf of the B.C. Security Commission.

A Many of those things I have not received.

Q That is what we are trying to find out. Unless you tell us what you did not receive, how can we inquire any further?

THE COMMISSIONER: Q: Are all those articles which you
10 did not receive? A: There are so many small articles here that I can hardly
t tell you just exactly. Could you read them out to me from the beginning?

MR. HUNTER: Q: One wood and coal stove, complete.

A Yes.

Q You got that?

A Yes.

Q One baby go-cart? A: No.

Q One tricycle? A: Yes.

20 Q One kit table? A: No.

Q One carton of clothing? A: No.

Q One small blackboard? A: No.

Q One kitchen cabinet? A: No.

Q One box of books? A: Yes.

Q One carton of effects. I presume that means personal effects. A: No.

Q One basket of effects? A: No.

Q One child's game board? A: No.

Q One clothes basket and contents?

30 A No.

Q One carton of effects. A: I do not know what those effects are, but no.

Q One small basket? A: No.

Q Two baby chairs? A: No.

Q One scooter? A: Yes.

Q One pair of roller skates?

A They were broken. They were supposed to be in the garbage pile.

Q But you got them?

10 A Yes, sir.

Q One egg scale?

A No.

Q One lantern? A: No.

Q One kid's table? A: No.

Q One ironing board? A: No.

Q One auto time clock-- I am sorry, one auto tire lock? A: No.

Q Are you sure? A: No.

Q One box of dishes? A: No.

20 Q One football? A: No.

Q One floor mop? A: No.

Q One box of pipe fittings? A: No.

Q One box of household effects?

A No.

Q One box of baseballs? A: Balls?

Q Baseballs. A: No.

Q And something. One box of tools?

A No.

Q One box of dishes? A: No.

30 Q One box of dolls, large? A: No.

Q One window screen? A: No.

Q One carton of dishes?

A No.

Q One lady's rubber boots; one men's, also?

A No, sir.

Q One carton of dishes?

A No.

Q Four tins of paint?

A No.

10 Q One small box? A: No.

Q One drum? A: No.

Q One child's sleigh?

A No.

Q One child's toy tank?

A No.

Q One chesterfield, and two chesterfield chairs?

A Yes.

Q Three loose covers and curtains?

A No.

20 Q Two flower vases? A: No.

Q Three end tables, one card table?

A No.

Q Two rolls of linoleum? A: No. The big linoleum, yes, I got those.

Q Two rolls of runners for the stairs?

A No.

Q One bundle of garden tools?

A No.

Q Hose and fittings? A: No.

30 Q You are sure that nobody in your family got them,

because I may tell you we are going to call this
c chap MacDonald and ask him what he did with him. You are sure that he, or somebody on his behalf, did not deliver these things to you or to some member of your family.

MR. OUIMET: My lord, at this point I wish to make an objection, because my friend's question is really too general and is not fair to the witness. We are really interested in knowing who, of Mr. or
10 Mrs. Ito, should make a joint claim, or someone on their behalf who was authorized to do so might have received those things, but I think it is not fair to the witness, who is under oath, to ask her, "Are you sure that any member of your family" received so and so. We do not know what number of people there are in her family and she cannot swear to all these people.

THE COMMISSIONER: Limit your question to the claimants, or one of them.

20 Q Did you, or your husband, receive any of the articles which you have said were not received?

A No, sir.

THE COMMISSIONER: All right; proceed.

MR. HUNTER: Q: Have you checked with any other member of your family to learn whether they received any?

MR. OUIMET: Again I must object.

THE COMMISSIONER: I can appreciate the difficulty in which the witness finds herself. It may well be the two claimants were evacuated to different
30 places. It is quite conceivable that members of

the family might have been evacuated to another place.

Q Have you made any inquiries of other members of your family, of your children?

A I have no other member of my family, except the one who is living with me now.

THE COMMISSIONER: That is as far as we can go, I think.

MR. OUIMET: That is clear. That settles it.

THE COMMISSIONER: You fully understand the question
10 counsel is putting to you is this; is there any possibility you are mistaken in these things because he proposes to call the representative of the Security Commission who has reported that he did deliver these goodsto you. I want you to fully understand the question ---

A Yes.

Q ---which is put? A: Yes.

THE COMMISSIONER: Very well; proceed.

MR. HUNTER: Q: You knew about your piano going to
20 Tashme? A: No. My piano is in Vancouver. I did not know that at the time I filled in my claim sheet. I am quite satisfied where it is now. I cancelled that off.

Q You did not know then that it had gone to Tashme when you filed your claim?

A It has not been shipped to Tashme.

Q Where is it? A: It is in Vancouver at the friend's place.

Q What was the piano which was removed from 2052
30 Triumph Street?

A I do not know. That must be a mistake. Later the Custodian wrote to me and said the piano was still at 2052 Triumph Street. I think Mr. Ouimet has the letter with him now. But even at that I think that was a mistake because that piano was removed from the place long before the Commission ever got there.

Q You are satisfied about the piano?

A Yes, sir.

10 MR. OUIMET: We have withdrawn that.

MR. HUNTER: I know.

Q We have a certificate here dated April 21, 1948, from Harold H. Gallagher who certifies that he personally removed a piano from your place, shipped it to Tashme, and that he also shipped some linoleum, shipped it at the same time. That was on September 21, 1948.

A No, sir. He came with the chesterfield and stove.

20 Q This was subsequent to that. In the list which I showed you before, the piano and certain things had been left behind because there was no room on the truck. This is a later date.

My lord, since the piano claim has been withdrawn I bring it in to indicate he also took some linoleum at that time. Your Lordship may recall--

THE COMMISSIONER: She acknowledges having received the two rolls of linoleum.

30 MR. HUNTER: Yes, my lord, but there are three pieces

of carpet for upstairs hall and downstairs hall and stairway. Were those cloth or linoleum carpets?

A Linoleum.

Q It may be that the linoleum which Mr. Gallagher took at that time may have included that because in the list, Exhibit 8, it shows two shipped and two left behind.

THE COMMISSIONER: Yes. It is possible, or I would presume possible, that someone else's piano was confused with the piano of the witness.

Q Do you know anything about any other piano than your own which was in the house when you left?

A No, sir.

Q You had only one?

A Yes, sir.

THE COMMISSIONER: Very well.

MR. HUNTER: I do not think there is anything else, my lord.

THE COMMISSIONER: Any re-examination?

MR. OUIMET: Yes, my lord.

RE-DIRECT EXAMINATION BY MR. OUIMET:

Q I understand that in your claim which was filed as Exhibit 1, your claim with respect to personal chattels, the difference between your original claim of $1,506.75 and your corrected claim of $1,056.75 was the value of the paino which you afterwards traced. Am I not right?

A Yes, sir.

Q You swore that the articles which you said had not been received by you and which were contained in the list which was filed by my friend had not been claimed for in your claim. You did not claim those articles you had received, like the list which was filed by my friend, it contains some articles which you received?

A Yes.

Q But you did not claim for those?

10 A Well, as a matter of fact, I claimed for all my personal belongings. That is how they brought it to me.

Q When you made your original claim, you made it for $1,506.75? A: Yes.

Q Since you received the piano value of $450.00 you deducted it and it came to a total of -- it should be $1,056.75. From the list read to you by my friend, filed as Exhibit 8, it appears that you had received some articles?

20 A Yes.

Q And did you charge for those articles in your original claim?

A No, sir.

Q You did not?

A No, sir.

Q Did you charge for those articles in your corrected claim which was filed as Exhibit No. 2?

A No, sir.

Q You did not?

30 A No, sir.

Q You are absolutely sure of that?

A Yes.

Q I see there are two rolls of linoleum valued at $32.00 by you and 3 pieces of carpet for upstairs hall? A: Yes, sir.

Q My friend has intimated that perhaps the man who is supposed to have removed your piano also removed the rolls of linoleum and forwarded it to you. Did you ever receive those rolls of linoleum?

10 A No.

Q As far as the piano is concerned, why are you so sure it was not sent to Tashme? When did you last ascertain that the piano was in Vancouver?

A I cannot tell you the exact date but soon after the evacuation.

Q So that at present you are not quite sure whether the piano would be in Vancouver or somewhere else?

A I am sure it is there now.

Q When did you ascertain it was there?

20 A I know it is there and I am quite satisfied.

THE COMMISSIONER: I am content to take the statement of the witness.

MR. OUIMET: Q: You are satisfied it is there at the present time?

A Yes, sir.

Q Having taken communication of Exhibit 6, which is an appraisal by J.R. Reid & Company, I take it that the answers you gave me this morning in your examination in chief are always the same

30 with respect to the different remarks contained in

that estimation or valuation. You have not changed your mind?

A No, sir.

Q He says your property is in poor condition?

A No.

THE COMMISSIONER: We have gone over all that.

MR. OUIMET: I may say, before we go any further, that I have no indication of Exhibits No. 4, 5, and 7 being part of the Custodian's records. When I had the files I did not see them so I am not in a position to comment on them as I would like to.

Q I show you Exhibit 5, which is an appraisal apparently by the London & Western Trust Company, Limited.

MR. HUNTER: It is a report.

MR. OUIMET: Q: And it says that your property was located in a very old district. Is that true?

A I do not know what they mean by "old district".

THE COMMISSIONER: I know the local situation, there. You do not need to bother about that.

MR. OUIMET: I would take it for granted.

Q And, like the majority of the houses, requires painting and repairs. On the 2nd of April, 1942, this gentleman said that it required repairs.

A Well, it was repaired.

Q Did it require repairs on that date?

A The place has been painted, too.

Q This gentleman said also that if the property were put up for sale, it is doubtful it would

bring $900. or $1000., yet it did bring $1,400.00 to your knowledge.

THE COMMISSIONER: The date of the report and the date of the sale may make some difference, in fairness to the person who is reporting.

What is the date of sale?

MR. HUNTER: December 3, 1943.

MR. OUIMET: And the second valuation by J.R. Reid, which is a valuation of $1,400.00, was made on November 5, 1943, as appears in Exhibit 6. The report is dated April 2, 1942.

THE COMMISSIONER: One and one-half years afterwards.

MR. OUIMET: One and one-half years before, my lord.

THE COMMISSIONER: The sale was made one and one-half years after they estimated the $900.00.

MR. OUIMET: So evidently the house must have gained in value during a year.

THE COMMISSIONER: I would be surprised to know that there was much change in real estate values in the interval between April, 1942, and December, 1943. Certainly there was a marked change afterwards.

MR. OUIMET: We might take it that the valuation first prepared by this gentleman was under the actual value of the house.

THE COMMISSIONER: It would appear so.

MR. OUIMET: Q: I see the house was purchased by yourself and your husband in 1940 for a total sum of $1000.00, according to Exhibit 4. You purchased it from the Anglican Synod of the Diosese of British Columbia. Were you members of that church?

A No, sir.

Q Were you given special terms when you bought that house?

A Yes.

Q Why ? Did you negotiate that purchase or did your husband deal in it?

A I negotiated it.

Q Was it to your knowledge that the property sold b by the vendor, the Anglican Synod, was sold in
10 better condition than property sold by ordinary vendors. Was it easier to buy property from them?

MR. HUNTER: I cannot hear the question.

THE COMMISSIONER: We are in some difficulty, between you and the witness.

MR. OUIMET: Might I have the question read?

THE REPORTER: (Reading).

"MR. OUIMET: Q: Was it to your knowledge that the property sold by the vendor, the Anglican Synod, was sold in better condition than
20 property sold by ordinary vendors. Was it easier to buy property from them?"

THE WITNESS: I bought this property through a real e estate.

MR. OUIMET: Q: In the ordinary course of business?

A Yes.

Q Did you find the price you paid for it was exaggerated? A: No, sir.

Q Was it a low, quite a low price?

A For the house we thought it was quite reasonable.

30 Q For the property?

A For the property.

Q For the property and the house, and the land, did you think it was reasonable?

A It required a lot of repairing, but we thought it was quite reasonable for location and the house and the general way of everything there, we thought it was reasonable.

Q How many members of your family were there at that time?

10 A Four of us; two children, my husband and myself.

Q Your husband was a carpenter by trade?

A Not exactly.

Q He was a fisherman?

A No; a mechanic.

Q He did the repairs to the house with you?

A Yes.

Q No outside help? A: No.

Q I see that in the details of claim which were filed as Exhibit 7, there is a Japanese doll, festival decorations valued at $700.00.

20

A Not just the doll festival decorations, $700.00; everything that I left there, my personal belongings, amounted to $700.00.

Q So, what is the value of the Japanese doll taken separately from the other belongings?

A I cannot give you the exact amount because these things are given to children every year, and most of them are sent from Japan, so it is really --- I cannot tell you the exact price.

30 Q Were they purchased in Japan?

A Yes, sir.

Q Was there only one doll or two dolls?

A No. They are really in the set. I had one for the girl and one for the boy.

Q Are those the Japanese doll and festival decorations mentioned in Exhibit 2 as worth $200.00?

A Yes, sir.

Q You have two dates, 1931 and 1942. Why did you put those two dates in? Would that be the

10 different dates on which you received the two dolls?

A No. I do not think I put that date there.

Q I see. Do you remember approximately when the first doll was received? and for which child? A: Maybe that date is in between those times --- how long is it?

Q 1931 and 1942, a period of 11 years?

A In between those times I collected all the festival decorations.

Q Large boxes of doll decorations?

20 A Yes.

Q Were the dolls included with those festival decorations? A: Yes, doll, festival. It is really not a doll. There are dolls in there, but it is ornaments, decorations and things like that.

Q You claim $200.00 for them?

A Yes, sir.

Q They have not lost any value?

A No, sir.

30 Q And they were not returned to you?

A No, sir.

MR. OUIMET: There are quite a number of stars opposite some items on Exhibit No. 7.

THE COMMISSIONER: Perhaps your learned friend can explain that.

There are various references to P.P. No. 2 and 3, and 1. No. 1 is the piano. We have had that explained.

MR. HUNTER: No. 3, I think, will be found to be

10 Exhibit 8.

THE COMMISSIONER: Exhibit 8; and, P.P. No. 3?

MR. HUNTER: That is P.P. No. 3. It has P.P. 3 on it in the corner.

THE COMMISSIONER: What is P.P. 2? I think I have it.

MR. OUIMET: That looks like it ought to be R.P., or, it looks like R.P. We are referring to Exhibit 5.

MR. HUNTER: These designations indicate "personal property" and "real property". That is the way this particular man has indexed this.

20 MR. OUIMET: So it really should read "R.P. 2" instead of "P.P.2".

MR. HUNTER: That is R.P. 2 because that refers to real property. The other is P.P. 3 referring to personal property.

THE COMMISSIONER: We have not P.P. 2, Mr. Hunter.

MR. HUNTER: I will try and find it here, my lord.

P.P. 2 is the sheet which shows certain things as having been discarded because they have no value.

30 MR. OUIMET: That was not filed.

MR. HUNTER: That was not filed.

My lord, it was right here a few minutes ago but now I cannot seem to locate it. I do not know where it has gone, but as I have said it was right here a moment ago. If your Lordship will wait just a moment it may be it is here. P.P. 1 and 2. Perhaps I might file these together with 3. They are all concerning items which were shipped or written off.

10 MR. OUIMET: Yes.

MR. HUNTER: Why not attach them to P.P. 3 which would be Exhibit 8?

MR. OUIMET: Attached to P.P. 3 as Exhibit 8.

There is also P.P. 4. We might attach it to Exhibit 8, as well.

MR. HUNTER: Find out whether or not she received those.

MR. OUIMET: There is also P.P. 5 referred to.

THE COMMISSIONER: I do not see the reference to P.P. 5.

MR. OUIMET: I am sorry.

20 THE COMMISSIONER: 4 does not need to go in. There is no purpose in cluttering up the record.

MR. OUIMET: Those articles are mentioned as having been shipped to her.

THE COMMISSIONER: Very good.

MR. OUIMET: Q: Would you take communication of the exhibit referred to as P.P. 4 which forms a part of Exhibit 8 and say whether or not you received the articles mentioned on that exhibit?

A I received these books.

30 Q You received these books?

A Yes.

Q One trunk of books? A: Yes.

And, is that a frying pan?

Q Two frying pans and two roasting pans?

A Yes.

Q Did you receive them?

A Yes.

Q One bowl and rolling pin?

A No, sir.

10 Q Boy's wagon? A: Yes, sir.

Q Two coat hangers? A: No, sir.

Q One girl's tea set? A: No, sir.

Q Toys? A: No, sir.

Q So you received only the articles which you mention now. The others were not received by you at any time? A: No, sir.

Q Nor by Mr. Ito, your husband?

A No, sir.

Q It is said in Exhibit 7 that, in reference to

20 P.P. No. 3, everything which was found in your house was all linoleum and not carpet. Did you have no carpets in your house?

A No carpets, all linoleum.

Q So I take it that when you are claiming 3 pieces of carpet for upstairs hall, and downstairs hall and stairway, $24.00, you do not mean really carpet but linoleum?

A Linoleum.

MR. OUIMET: My lord, might we correct the inventory

30 accordingly?

THE COMMISSIONER: Yes.

MR. OUIMET: May I correct it in my handwriting?

THE COMMISSIONER: Yes; do.

MR. OUIMET: As there are two rolls of linoleum mentioned with a value of $32.00 besides those three pieces of linoleum, I take it there were all told 5 pieces of linoleum.

Q Is that correct?

A Yes, sir.

10 MR. OUIMET: I would like to ask my friend this: What are these marks? What do you call them?

MR. HUNTER: Asteriks?

MR. OUIMET: Yes.. Do they refer to anything special or are they simply there for the purpose of bringing certain matters to the attention of the Commissioner?

MR. HUNTER: The references are now filed with respect to th those P.P.'s.

THE COMMISSIONER: I simply call attention to the special reference in the right hand column of

20 Exhibit 7.

MR. OUIMET: Thank you very much, my lord. That is all.

THE COMMISSIONER: Thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch

"A.G. VEITCH"

OFFICIAL REPORTER.

30

Case 1334 DEC - 5 1947 (14)

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

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

ACKNOWLEDGED

3305

8

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

(1) NAME Ito (Print) Surname TERU Given Name (RCMP) Reg. No. 03813

(2) Pre-Evacuation Address 2052 TRIUMPH ST. VANCOUVER, B.C.

(3) Present Address 1672 CRUBERT ST. MONTREAL P.Q.

(4) REAL ESTATE

(a) Street Address (if any) 2052 Triumph St. (City or Municipality,) Vancouver (Province) B.C.

(b) Legal description (lot number, block number, section number, etc.) Property at 2052 Triumph St. Vancouver, B.C. Land and premises situate, West half of Lot Six (6) in Block twenty nine (29) Subdivision of District lot one hundred and eighty four (184) Group one (1) New Westminster District according to the Map or plan deposited in the Land Registery office in Vancouver, B.C.

(c) Type of Real Property (cross out words which do not apply):

(i) ~~Farm~~
(ii) Residence Type of business
(iii) ~~Business~~
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Joint owner - husband Ito Junji Reg 06651

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - $
(ii) Buildings - - Furnished - - - $ ~~3200.00~~ $2000 1/4
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 2000.00 $1400
(v) Amount at which Custodian sold property and credited your account - - $ 1073.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1926.62

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation 2052 Triumph St. Vancouver, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) property rented as Furnished

(c) How stored or packed at time of evacuation Personal property packed and stored in basement

(over)

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

In no one's care

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

1.	1 Piano	Estimated Value $ 450.00
2.	2 rolls linoleum	Estimated Value $ 32.00
3.	2 bed room suits chiffonier & dresser	Estimated Value $ 129.00
4.	1 Phonograph	Estimated Value $ 49.00
5.	1 Porcelain Ice Box	Estimated Value $ 60.00
6.	1 table 6 chairs 1 cabinet	Estimated Value $ 39.50
7.	1 bed lounge	Estimated Value $ 39.00
8.	Window curtain & drape	Estimated Value $ 26.40
9.	2 large box of Doll festival decorations	Estimated Value $ 200.00
10.	2 boxes of dinner set, china ware	Estimated Value $ 120.00

TOTAL CLAIM FOR PROPERTY LOSS $ 1056.75 correct

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

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

(5) Personal Property

(e)

11. Window blinds & rods 37.85

12, 1 trunk of bed linen
Japanese Kimono
table linen and
clothing 300.00

13, 3 pieces carpet
for hallo and stair
way 24.00

ITO, Teru
(Claimant's Name)

REAL ESTATE
(Other than farm)

03813
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
House	6	Frame	Residence	25 x 125 (approximate)	1939	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential	$1000.00	1. Plumbing facilities installed $ 75.00 2. New flooring and steps in basement, new board walk around home, new front steps 400.00 3. Redecorated all 6 rooms in house, sanded and painted floors, new roofing 500.00	$2000.00

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

Assessment: 1942 Land $ 315.
Improvements 1100.
$1415.

Mrs. Ito who has half interest in the property is claiming full interest in the property. Mrs. Ito is authorized to act on behalf of her husband who claims the other half interest.
A soldier made an offer of $3200. for the home in furnished condition at time of evacuation. The claimant rejected the offer.
Rent: $27.50 per month furnished - W.P.T.B. set the rent.

Summary
Estimated Value $2000.
Sold by custodian 1400.
Claim $ 600.

EXHIBIT No. 1334-1
DATE 1 June 1948
FILED BY R. Orsinet

Mrs Teru Ito
Signature

ITO, Teru
(Claimant's Name)

PERSONAL CHATTELS

03813
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
2 bedroom suites, chiffomier and dresser	1939	New	$160.00	Good	$129.00
1 Phonograph	1930	Used	75.00	"	49.00
1 Porcelain Ice Box	1939	New	75.00	"	60.00
1 Table, 6 chairs, cabinet	1939	"	55.00	"	39.50
1 Bed lounge	1939	"	49.00	"	39.00
2 large boxes of Doll Festival decoration	1931-1942	"	(sent from Japan)	"	200.00
2 boxes dinner set chinaware	1931	"	200.00	"	120.00
1 trunk of bed linen, Japanese kimono, linen and clothing	1931-1941	"	400.00	"	300.00

The claimant is claiming on the chattels listed in the attached inventory valued at ~~$756.75~~. $1056.75

Description of Storage of Goods:

The claimant leased some of the chattels to the tenant.

The tenant stored Japanese doll festival decorations in cedar box in front room upstairs. Boxes, 1 trunk and parcels stored in basement, valued at $700.00.

General Statement as to Chattels not Described above:

Summary

Estimated Value	$756.75	$1056.75
Sold bu Custodian	46.10	46.10
Claim	~~$710.65~~	$1010.65

EXHIBIT No. 1334-2
DATE 1 June 1948
FILED BY R. Onishi

Additional Comments, if any:

Mrs Teru Ito
Signature

Mr. T. Ito

INVENTORY OF PERSONAL CHATTELS

	Estimated Value
2 Rolls linoleum	$ 32.00
2 bedroom suites chiffonier and dressers	129.00
1 phonograph	49.00
1 Porcelain ice box	60.00
1 table, 6 chairs, 1 cabinet	39.50
1 bed lounge	39.00
Window curtain and drape	26.40
2 large boxes of Doll Festival decorations	200.00
2 boxes of dinner set chinaware	120.00
Window blinds and rods	37.85
1 trunk of bed linen, Japanese kimono, table linen and clothing	300.00
3 pieces of ~~carpet~~ linoleum for upstair hall and downstair hall and stairway	24.00
	~~$ 1506.75~~ $ 1056.75

May 26, 1948

This is to authorize my wife, Mrs. Teru Ito to act on my behalf, in my name and for me, in all the things concerning real and personal properties formerly situate at 2052 Triumph St., Vancouver, B.C.

Junji Ito
1672 Gilbert, St.
Montreal, Que.

As witness hereof:
May 26/48.
H. B. Sanuka.
101 Murray St.
Mtl. P.Q.

Mrs. Teru Ito

EXHIBIT No. 1334-3
DATE 1 June 1948
FILED BY R. Orme

1334 - 4
EXHIBIT No.
DATE 1 June 1948
FILED BY
J. W. G. Hunter

THIS AGREEMENT made the Fourteenth day of June 1940

Between:

THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, a body corporate havings its office at 912 Vancouver, Street in the City of Victoria, British Columbia,

(hereinafter called "the Vendor")
OF THE ONE PART:

And:

JUNJI ITO and TERU ITO, his wife, both of Vancouver, Province of British Columbia,

(hereinafter called "the Purchasers")
OF THE OTHER PART:

WITNESSETH that the parties hereto agree as follows:

1. That the Vendor shall sell and the purchasers shall buy at the price of One Thousand dollars ($1000.00) an absolute estate of inheritance in fee simple in possession free from encumbrances save and hereinafter mentioned in ALL AND SINGULAR that parcel of land and premises situate lying and being in the City of Vancouver, Province of British Columbia, known and described as the West half of Lot Six (6) in Block Twenty-nine (29), Subdivision of District Lot One hundred and eighty-four (184), Group One (1), New Westminster District, according to the Map or Plan deposited in the Land Registry Office at Vancouver, British Columbia, and there numbered 178. TOGETHER with all buildings, rights, commons, ways, privileges, easements and appurtenances thereon or thereto belonging.

2. The Purchasers shall pay said purchase price to the Vendor at the times and in manner following, viz., the sum of Two hundred dollars ($200.00) at or before the execution hereof, the receipt whereof the Vendor doth hereby admit and acknowledge, and the balance as follows: Twenty dollars($20.00) on the 14th days of each and every month hereafter (beginning on the 14th day of July 1940) in each year until the whole of the said purchase price together with interest on the portion of the purchase price from time to time remaining unpaid at the rate of six per cent per annum shall have been paid to the Vendor. Interest not paid when due shall bear interest at the rate aforesaid from the date when it bedame due. Such interest shall be paid as part of said monthly instalments. The above instalments of purchase money and interest are to be paid at the office of Pemberton Realty Corporation Limited until the Vendor otherwise directs in writing.

3. The purchasers shall pay all taxes, rates assessments and outgoings, including those for Local Improvements, to become due in respect to the said lands and premises whin thirty days after they shall become due, and in default thereof the Vendor may pay the same, and the amount thereof shall bear interest at one per cent per month, and shall with such interest be added to the said purchase price. The taxes for the current year shall be apportioned as from the date hereof.

4. The Purchasers shall insure and keep insured in a Company approved by the Vendor the buildings on the lands (loss if any payable to the Vendor) to the amount of not less than full insurable value until all sums due under this agreement are paid and shall deliver the policy and premium receipts to the Vendor.

5. If default is made in payment of any principal interest or other moneys as and when the same become due, the whole of the purchase money shall at the option of the Vendor become payable forthwith. The Vendor shall not be bound to render the Purchasers a conveyance before enforcing this agreement.

6. The Purchasers shall be entitled to possession and occupation of the said premises as from the date hereof, until default shall have been made in any of the terms and conditions of this agreement, and provided also that the Purchasers shall not do or permit anything whereby said premises or the adjoining lands shall be injured or depreciated in value.

All buildings and improvements which now are on the said lands, or which hereafter during the continuance of this agreement may be placed on or made to the said lands, shall remain thereon and shall not be removed or destroyed until the final payment of the said purchase and other moneys has been made.

7. Upon the fulfilment by the Purchasers (as a condition precedent) of all the terms of this agreement on their part and payment of the whole of the purchase and other moneys payable hereunder, a proper conveyance of said premises (to be prepared at the expense of the Purchasers) shall be executed and delivered to the Purchasers as joint tenants, subject to the reservations and conditions contained in the original grant from the Crown.

8. Time shall be the essence of this contract in all respects.

9. If the Purchasers shall at any time make default in any of the payments hereby agreed to be made or any part thereof or in complying with any of the terms of this agreement for sixty days after noticeof such default, then at the option of the Vendor without further notice or act on its part the Vendor shall be at liberty to determine this agreement and the Purchasers shall conclusively be deemed to have waived and abandoned to the Vendor all rights and interests at law or in equity under or arising out of this agreement, and all payments on account hereof shall notwithstanding any previous forbearance by the Vendor, or demand by the Vendor, belong absolutely to the Vendor, any rule or law or equity to the contrary notwithstanding, and the Vendor shall hold the same freed from these Presents without any right on the part of the Purchasers to reclamation or to any compensation therefore. Part compliance only with any of the terms or conditions hereof or part payment of any instalment or other moneys in arrear (even though accepted by the Vendor or the Vendor's agent) shall not operate as a waiver of the strict fulfilment of this agreement unless the Vendor shall expressly waive the same by writing. No waiver by the Vendor of the strict fulfilment of this agreement by the Purchasers shall excuse any default not expressly so waived, and no extension of time by the Vendor for the performance of any act hereunder shall excuse any failure to perform such act within the timefixed by such extension. In the event of the Purchasers failing to comply with any of the terms of this agreement the Registrar or other official in whose office this agreement may be registered or recorded is hereby authorized on the production to him of a Statutory Declaration or affidavit of the fact of such non-compliance to cancel any registration or record of such agreement and the Purchasers hereby appoint the Vendor their Attorneys-in-Fact to procure such cancellation accordingly. The vendor shall be entitled immediately upon any default by the Purchasers without giving any notice or making any demand, to take immediate possession of the premises and remove the Purchasers therefrom.

10. Any notice or demand which the Vendor may desire to give to or make upon the Purchasers may be mailed to the Purchasers in prepaid registered letter addressed to

Mr. and Mrs. Junji Ito,
2052 Triumph Street,
Vancouver,B. C.

and shall be deemed to have been given or made at the expiration of seven days after it shall have been so mailed, and shall be good and valid for all intents and purposes, and notwithstanding that the interest of any person or persons being under any disability or unborn may be affected.

11. No assignment of this agreement shall be valid unless it shall be for the entire interest of the Purchasers, and no other assignment shall preclude the Vendor from the right to convey the premises to the Purchasers on the payment of the unpaid portion of the Purchase money which may be due hereunder, unless the assignment hereof shall have been approved and counter-signed as aforesaid.

12. The Purchasers hereby waive and renounce all or any right under any present or future statute, order or regulation whereby the Purchasers might have or obtain exemption or relief from any obligation or liability under or by virtue of these presents or from any right or remedy of the Vendor. And the Purchasers hereby covenant with the Vendor not to claim the benefit of any such statute, order or regulation.

13. The Purchasers not having made any default hereunder ~~must~~ MAY pay off all of the moneys hereby secured upon paying the interest aforesaid up to the date of such payment.

14. The vendor shall not be bound to erect or maintain any boundary fence or contribute to the cost of any fence, ditch or drain affecting the said premises.

It is hereby declared and agreed that (unless inconsistent with the context) these Presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively, and in the case of a corporation party hereto the successors and assigns

and assigns of such corporation. In the case of two or more Purchasers being parties hereto their obligations and liabilities hereunder shall be several as well as joint.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

THE CORPORATE SEAL OF THE ANGLICAN SYNOD OF THE DIO/ CESE OF BRITISH COLUMBIA is hereto affixed in the presence of:	"Harold Columbia:" Lord Bishop of the Diocese
SIGNED SEALED AND DELIVERED by the Purchasers in the presence of: "A. E. Schooley" 418 Howe St., City of Vancouver, B. C. Salesman	"Fred W. Blankenbach" Lay Secretary "Teru Ito" (Seal) "Junji Ito" (Seal)

THE ATTACHED AGREEMENT FOR SALE IS A TRUE COPY OF THE ONE BETWEEN THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA AND JUNJI ITO AND TERU ITO DATED JUNE 14, 1940.

"D. A. W. Cramer"

A Notary Public in and for the Province of British Columbia.

ARPIL 22, 1943.

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

August 3, 1948

C. McUlughan

EXHIBIT No. 1334 - 5

DATE 1 June 1948

FILED BY J. W. G. Hunter

2052 Triumph Street,
Vancouver, B.C.

1. This property is located on the South side of Triumph Street and is the second house West from Lakewood Drive. The corner lot on Triumph Street and Lakewood Drive is vacant. Property on the East side of this property, and also on the ~~East~~ West side, are two small homes.
2. This is an old district and the houses are occupied by workers employed in the various industries along the waterfront. This property was purchased in 1940 under an Agreement of Sale for $1000.00, cash $200.00 and balance at the rate of $20.00 per month (including interest @ 6%.) Payments have been made to date and the balance owing as at May 15th, 1942 is $446.66.
3. This is a two-storey frame house of five rooms with a basement, (board floor,) house resting on two foot concrete base. The house is heated by hot air furnace and is in fair condition inside, but requires paint and some repairs on the outside.

4. Inventory attached.

5. Insurance Policy #6312082 - $2000.00 Union Insurance Society of Canton Ltd., paid to June 17, 1944. (Premium $14.00). Loss, if any, payable to Anglican Synod of B.C.

6. Balance owing on Agreement of Sale: $446.66. Taxes paid to Dec. 31/41.

7. This property is located in a very old district and like the majority of the houses in this location, requires paint and repairs, and the grounds require attention.
The houses in this district are either owned or rented by workers who located to be near their work, and where rentals are within their means.
This section of the City is strictly a workingman's district and if the property were put up for sale it is doubtful if it would bring $900.00 - $1000.00, and that would likely be on a monthly payment basis with a very small initial payment and low rate of interest.

THE LONDON & WESTERN TRUSTS COMPANY LIMITED
"illegible signature"

"2/4/42"

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

August 2, 1948

C. McLaughlan

Attached to 1334 - 5

6541/02

INVENTORY

As at March 30, 1942

2052 Triumph St.,
Vancouver, B.C.

Back Upstairs Bedroom:	1 Double Bed & Dresser 1 Double Bed & 1 Chair
Front Upstairs Bedroom:	1 Baby Crib 1 Table
Living Room:	1 Chesterfield 2 Chesterfield Chairs 1 Card Table 1 SmallTable 1 Piano,"Chickering" Patent, (Boston, U. S. A. Make)
Dining Room; with fireplace	1 Bedroom Couch 1 Gramaphone 1 Small Table
Kitchen:	6 Kitchen Chairs 1 Range, "Findlay Condon" 1 Small China Cabinet
Pantry:	Sundry Cooking Utensils Some China
Basement:	1 Small Refrigerator 1 Bicycle 1 Tricycle 1 Chair Sundry Garden Tools Furnace (Hot Air)

While the articles listed in the inventory mentioned above are in fair condition, they are of that type of furniture & household accessories to be found in the worker's home, and it is doubtful if $150-$200 could be realized at a forced sale.

We advise that Mrs. Teru Ito, wife of the Evacuee and her two sons are still in the house and have full acdess to all household effects and contents of the house, as recorded in inventory above.

THE LONDON & WESTERN TRUSTS COMPANY LIMITED

"2/4/42" Per "illegible signature"

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

August 2, 1948

C. McGlaughan

EXHIBIT No. 1334-6
DATE 1 June 48
FILED BY C. W. S. Hunter

J. R. REID & CO.

515 Granville St.,

Vancouver, B. C.

November 5th, 1943.

#273 House #2052 Triumph St.

This property comprises a 25 ft. Lot on which is erected a house of wooden exterior comprising 6 rooms. 1 x 4 fir floors throughout and the property is in poor condition with the exception of the roof which was renewed a few years ago.

The first floor consists of a small living room, dining room with fireplace and kitchen with pantry off.

Upstairs there are three small bedrooms and full bathroom.

Basement with wooden floor and furnace in need of repair.

Valuation - $1,400.00.

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

August 2, 1948 C. McLaughlan

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 3305 EXHIBIT No.

NAME Teru ITO (Mrs Junji ITO)

REG. No. 03813

DATE	INVENTORY	DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION 23 Mar 42	TAKEN ~~BY~~ from LEASE d/						
EVACUATION 17 Sep 42	DATE 10 Aug 42						
Furniture, fixtures & household goods still at 2052 Triumph St including Piano and special Festival decorations	Jap. doll festival decorations stored in cedar box front room upstairs. Boxes, 1 trunk & parcels stored in basement val.$700.	1 Piano	450				
		2 rolls Linoleum	32				
		2 bedroom suites, chiffonier & dressers	129	17 50	(chiff & dresser)		
		1 Phonograph	49	4			
		1 Porcelain Ice Box	60	16 50			
		1 Table, 6 chairs, 1 cabinet	39 50	1 10	(4 chairs)		
				*	(balance)		
	List of furnishings & value:	1 Bed Lounge	39	7			
	1 Chickering piano 450.	Window curtain & drape	26 40				
	3 pc Ches'fd suite 148.	2 lge box of Dolls, festival decoration	200				
	2 beds, springs, dressing table, chiffonier 129.	2 bxs Dinner Set chinaware	120				
	1 bed couch 39.						
	Gramaphone 49.	Window blinds & rods	37 85				
	Wood & coal range 149.	1 trunk of Bed Linen, Japanese kimono, table linen & clothing	300				
	Kitch. table, cabinet, 7 chairs 39.50						
	Ice box 60.						
	3 end tables 6.60	3 pieces Carpet for halls & stairway	24				
	* linoleum rug in 5 rms & bathroom, upstairs hall & downstairs hall & stairs 70.						
	Window blinds/rods 37.85		1506 75	46 10			
	Window curtain 21.40						
	Gdn hose & tools 15.						
	Card table 2.						
	SIGNED by Charles Barry O'Connor and Teru ITO						

No 3305 EXHIBIT No. CASE No.

No. 03813 VENUE

SALES ction	SALES Tender &c	Sold with real prop.	Decl. not found	No record at anytime	Abandoned	No account, theft &c	Unsold	Shipped	Remarks
								450	Ref PP#1
								32	do & PP#3
17 50	(chiff & dresser)				* 1 bed 2 springs	*1bed			Ref PP#2
4									
16 50									
1 10	(4 chairs)								
*	(balance)							*	Ref PP#3
7									
								*	Ref PP#3
								*	Ref PP#3
								*(4 bxs)	Ref PP#3
								*	Ref PP#3
								*	Ref PP#3
								*	Ref PP#3 (All lino. not carpet) (See * Lease column.)
46 10									SEE PP#4 FOR SHIPMENT BY TENANT 27 APRIL 1943

EXHIBIT No. 1334-7
DATE 1 June 1948
FILED BY Jno J Strickler

EXHIBIT No. 1334 - 8

DATE 1 June 1948

FILED BY J. W. G. Hunter

File #11563 Invt #_____ Date 14th Sept. 1943
Received from Custodian Vancouver, B. C. the
following chattels belonging to -
Name Ito TERU JUNJO, 03818, 06651 from 2052 Triumph St., City.

1 Wodd & Coal Stove complete ✓
1 Baby Go-carts ✗
1 Tricycle ✓
1 Kit Table ✗
1 Ctn. Clothing ✗
1 Small Blackboard ✗
1 Kitchen Cabinet ✗
1 Box Books ✓
1 Ctn. effects ✗

1 Basket effects ✗
1 Child's Game Board ✗
1 Clothes Basket & Contents ✗
1 Ctn. effects ✗
1 Small basket ✗
2 Baby Chairs ✗

1 Scooter ✓
1 Pair Roller Skates ✓
1 Egg Scale ✗
1 Lantern ✗
1 Kids Table ✗
1 Ironing Board ✗
1 Auto Time Clock ✗
1 Box Dishes ✗
1 Football ✗

1 Floor Mop ✗
1 Box Pipe Fittings ✗
1 Box H. H. effects ✗
1 Box Baseballs &Elec.wire ✗
1 Box Tools ✗
1 Box Dishes ✗
1 Box Dolls (Large) ✗

1 window screen ✗
1 Ctn. Dishes ✗
1 Ladies Rubber Boots 1 Mens ✗
1 Ctn. Dishes ✗
4 Tins Paint ✗
1 Small Box ✗
1 Drum 1 Child's Sleigh ✗
1 Child's Toy Tank ✗
1 Chesterfield 2 Chesterfield Chairs. ✓

3 Loose Covers & Curtains ✗
2 Flower Vases ✗
3 End Tables 1 Card Table ✗
~~2 Flower vases~~ 2 Rolls Lino ✗
2 Rolls Runner Stairs ✗
1 Bdle. Gdn. Tools ✗
Hose & fittings ✗

Left Behind

Covered by release = Trucks too small & not sufficient help

1 Piano ✓
2 Rolls Lino ✓
2 Beds
2 Springs

1 Chiffonier
1 Dresser
1 Phonograph
1 Icebox

B. C. SECURITY COMMISSION
per "M. D. MacDonald"
"Shipped by Gallagher's Truck"

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

August 2, 1948

E. McGlaughan

Attached to 1334 - 8

DEPARTMENT OF THE SECRETARY OF STATE

JAPANESE EVACUATION S ECTION

506 Royal Bank Building,

Vancouver, B. C.

April 21, 1948.

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

Sirs:

I hereby certify that on or about the 21st day of September, 1943, I personally removed from the ITO home at 2052 Triumph St., Vancouver, B. C. one large piano and that I did deliver same to officers of the B. C. Security Commission at Tashme, B. C. within the week following, together with some linoleum.

To the best of my knowledge and belief this piano was placed in the Recreation Hall by B. C. Security Commission authorities.

"H. H. Gallagher"

Harold H. Gallagher,
ex prop. GALLAGHER TRANS. CO. LTD.

JH/..

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

August 2, 1948

M C McGlaughan

Attached to 1334 - 8

File #3305

ITO, J.

2052 Triumph S .

1 Iron Bed (N. V.)
2 Wire Springs (N. V.)

Discarded as of No Sales Value
Ap. 3rd/44

"Wm. Wills"

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

August 3, 1948

C. McLaughlin

Attached to 1334 - 8

"Mrs. Teru Ito"
"File 3305"

2052 Triumph St.,
Vancouver, B. C.,
April 27, 1943.

Pemberton Realty.

Dear Sirs:

Mrs. Ito asked for the following articles -

1 Trunk Books
2 Frying pans 2 Roasting pans
1 Bowl & Rolling Pin
Boy's wagon
2 Coat Hangers
1 Girls Tea Set (Toy)

These are articles of everday use, so I sent them but I supposed that she had permission to have them.

They were sent through the B. C. Security Commission to Hope taken by Consolidated Truck Lines of Mr. Saunders Hope and taken to her at Tashme.

I hope this is satisfactory.

Yours truly,

"C. B. O'Connor"

"See March 29, 1943"

"None appear on inventory in lease except trunk"

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

August 3, 1948

C. McLaughlin