

3305

POWELL ST.
OFFICE OF THE CUSTODIAN
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 **ITO, Teru,**HOME ADDRESS: **2052 Triumph St. Vancouver, B.C.**REGISTRATION NUMBER **03813** SEX: **Female** AGE: **37**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: **None.**MARRIED? **Yes.**NAME OF ~~WIFE~~ HUSBAND: **Junji Ito.** *(Yellow card)*ADDRESS OF ~~WIFE~~ HUSBAND: **Camp at Red Pass, B.C.**NAMES OF ANY LIVING CHILDREN: **Robert Ito (10)****June Ito (6)**ADDRESS OF CHILDREN: **2052 Triumph St, Vancouver, B.C.**AGE OF CHILDREN: **10 & 6.**

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

1. LOCATION AND DESCRIPTION: **2052 Triumph St, Vancouver, B.C.****W $\frac{1}{2}$ Lot 6. Block 29 - D.L. 184 Not fully paid up, Agents, Pemberton Realty Corporation, Ltd. 744 Hastings St. West, Vancouver, B.C.**2. BUILDINGS AND OTHER IMPROVEMENTS: **2 Story house & basement, Shingle roof, frame building. Woodshed.**3. INSURANCE (Give particulars: state where policies are) **Union Insurance Society of Canton, Ltd. 744 Hastings St West, Policy #C512082, \$2000.00 Policy in owners possession.**4. TAXES (Amount and where payable) **\$41.52 payable at City Hall Vancouver, B.C.**

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

Title deed in the hands of Pemberton & Company**Owning to Anglican Synod Diocese B.C. File under Anglican Synod**6. OCCUPANCY AND LEASES (If vacant so state) **Still living there.**

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: **Pemberton Realty Corporation Ltd.**

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: **None**

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: **8055 Triumph St, Vancouver, B.C.**

same as page one.

2. LANDLORD'S NAME AND ADDRESS: **See page one.**

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: **No lease.**

Payments have been paid monthly on purchase price of the house.

4. STATE WHEREABOUTS OF LEASE: **None**

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

None, still living there.

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: **None**

Furniture, fixtures and household goods still at 8055 Triumph, St including piano and special festival decorations.

All owned by lady.

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: None.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
None.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$200.00 Worth of War Savings certificates, but cannot locate them
at present.

8. BANK ACCOUNTS: Bank of Montreal, Hastings & Carrall Sts. about \$25.00

9. LIFE INSURANCE: Metropolitan Life Ins. Co. Vancouver, B.C.
Policy Nos. 85164755 & 85188556 both Childrens policies for about
\$200.00 Policy #83619629 in her name for about \$235.00
in owners possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: This lady was born in British Columbia and has lived here for
37 years.

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 23rd day of March. 1942.

(Signature)

Lena Ito

J.L. Cardwell

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE May 13/43

Our File No. 3305

Full Name ITO, Teru (Mrs. Junji)
(Surname in Block Letters)

Registration No. 03813

Male - Female ^V
(Check)

Age Apr. 4, 1904.

Former Address 2052 Triumph St., City

Date Evacuated Sept. 17/42

Naturalized - Canadian-Born - National ^V
(Check)

Present Address

Tashme, B. C.

1672 GRUBER ST., MONTREAL, PQ

5/12/47

^V
Married - Single
(Check)

Name of Wife -----

Name of Husband Junji #06651

Name of Mother ^{nee} (HANAI) Fusa

#06816

Name of Father SUZUKI, Sukejiro (Dec'd)

Names of Children under 16

Robert (M) 2/7/31

Noreen (F) 2/9/35.

Requested by J. Spratt

Registered with Custodian Yes
(Yes or No)

Additional Information Housewife. Owner of house at above address.

7/24/43 personal file

3305 / 11563 RP
/

THIS AGREEMENT made the Fourteenth day of June 1940

Between:

THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, a body corporate having 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

EXHIBIT No. 1334-4

DATE 1 June 1948

FILED BY Prof. Hunter

shall have been paid to the Vendor. Interest not paid when due shall bear interest at the rate aforesaid from the date when it became 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 within 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 of 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 notice of 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 time fixed 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 countersigned 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 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 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:

"Fred W. Blankenbach"
Lay Secretary

"A.E. Schooley"
418 Howe St.,
City of Vancouver, B.C.
Salesman

"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.

Lawrence

A Notary Public in and for the
Province of British Columbia

APRIL 22, 1943.

2 April 48 - RP

6542/02

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 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 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,

J. W. G. Hunter

2/4/48

INVENTORY

As at March 30, 1942

2052 Triumph St.,
Vancouver, B.C.

Back Upstairs Bedroom: 1 Double Bed &
1 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 Small Table
- 1 Piano, "Chickering" Patent,
(Boston, U.S.A Make)

Dining Room; with 1 Bedroom Couch
fireplace 1 Gramophone
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 access to all household effects and contents of the house, as recorded in inventory above.

5/4/42
THE LONDON & WESTERN TRUSTS COMPANY LIMITED,
Per Joakim Miller

File No. 3305

April 5th, 1944

MEMORANDUM
RE CLAIMS.

Re: Tera ITO - #03813

There are no claims on file against the
above party as at this date.

See memo of June 5/44 (Kierans Claim
re: Tera ITO)
Nov 9/45
D

GDM/GH

File No. 3305
11563

SUMMARY

October 15th, 1946

LIABILITIES

Toru ITO,
Reg. No. 03813

Junji ITO,
Reg. No. 04431

No Claims against Toru ITO and Junji ITO, jointly or severally, are revealed, except a claim of \$200.00 by Seichi IBE against Toru ITO as referred to in our letter of May 19, 1944 and in Memo June 5, 1944. On the June Memo, is a pencil notation by Mr. Shears advising that the Claim may be disregarded. See also copy of our letter to IBE of June 12, 1944.

The above Summary is certified to be in accordance with the information on file, October 15th, 1946.

B.R. Dusenbury
B.R. Dusenbury
Office of the Custodian.

NAME ITO, Tora (Mrs. Junia)

REGISTRATION NO. 03613

FILE NO. 3302 -

The following chattels were sold by public
auction at 332 Powell St. Vancouver on April 5, 1944.

✓ Ice Box
✓ Dresser
Chest of Drawers
Toronto couch
✓ 4 Chairs

\$ 16.98
11.88
6.88
7.00
1.16
Y X Y X

Total:

Less Expenses: (Auctioneer's Fee: \$ 4.21
(Advertising: 0.90
(Moving: 5.62

42.10

10.73

Net Proceeds Credited:

\$ 31.37

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering list No.

Vancouver 16

Remarks.

NAME 550, 500

REGISTRATION NO. 03813

FILE NO. 3305

The following chattels were sold by public
auction at 202 Powell, Vancouver, B.C. on April 12, 1911.

Gramophone

\$4.00

X

Total:

\$4.00

Less Expenses: (Auctioneer's Fee: \$0.40

\$0.88

(Advertising: 0.05

(Moving: 0.43

Net Proceeds Credited:

\$3.32

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering list No. Vancouver 17

Remarks.

CHattel Schedule

July 25th, 1946

File No. 11583 &
File No. 3305

Junji ITO, Reg. No. 06651
Teru ITO, Reg. No. 03813

Declared
by Teru ITO &

Inventoried by
H.C. Sec. Com.

all shipped by B.C.S.C.
to Mr. & Mrs. ITO

Mar. 23/42

Furniture, Pictures
and Household Goods
Piano and special
Festival decorations.

Sept. 14/43

1. Wood & coal stove complete
- 1 Baby go-cart
- 1 Tripcle
- 1 Kit table
- 1 Cart. clothing
- 1 small bl. ckboard
- 1 Kitchen cabinet
- 1 Box books
- 1 Cartn. 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 pr. Roller skates
- 1 Egg scale
- 1 Lantern
- 1 Kid's table
- 1 Ironing board
- 1 Auto time lock
- 1 Box Dishes
- 1 Foot ball
- 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 Crtn dishes
- 1 Ladies rubber boots
- 1 Men's " "
- 1 Crtn dishes
- 4 Tins paint
- 1 small box
- 1 Drum
- 1 Child's sleigh
- 1 Child's toy tank
- 1 Chesterfield
- 2 Child's chairs
- 3 Loose covers & curtains
- 2 Flower vases
- 3 End tables
- 1 card table

M. D. A. Danisun

CHattel SCHEDULE

File No. 11583 &
File No. 3305

Junji ITO, Reg. No. 06651
Teru ITO, Reg. No. 03813

July 25th, 1946

Declared by
Teru ITO

Inventoried by
B.C. Sec. Com. & shipped Sept. 14/43. Sold at auction

see other page.

2 rolls linoleum
2 " runner stairs
1 bble garden tools
hose & fittings

Left behind at 2052 Triumph St.

Piano
2 rolls line
2 beds
2 springs
1 Chiffonier
1 Dresser
1 Phonograph
1 Icebox

shipped by B.S.S.C.
shipped " "

(1) bed discarded (1) missing see
Mr. Wills memo on file, 2 springs
also discrd. Van. 16 5-4-44

Van. 17 12-4-44
Van 16 5-4-44

M.D. Davidson

File Nos. 3305
11563

SUMMARY

October 15th, 1946

PERSONAL PROPERTY

Teru ITO,
Reg. No. 03813

Junji ITO,
Reg. No. 06651

CHATELS:

See Chatels Schedule.

No proceeds of Chatels sales are credited to the joint account of Teru ITO and Junji ITO. See personal account of Teru ITO for proceeds of such as were sold. These are in Auction Sheet #16 - \$31.31 net

and #17 - 3.12 - \$34.43

Junji ITO declared July 20, 1942, that he had no property in any protected area in British Columbia. However, the Chatels were handled for the most part in their joint names, but as stated, of those sold the proceeds were credited to the personal account of Teru ITO and are accounted for. When remitting for these chattels it may be advisable to make cheque payable to them both.

WAR SAVINGS CERTIFICATES:

BANK ACCOUNT,
LIFE INSURANCE:

(On Page 3 of Registration of Teru ITO,
) of March 23/42 is recorded particulars
(in regard to the above. As none of them
) vested in the Custodian, no action was
taken in respect to them by this office.

REFUND:

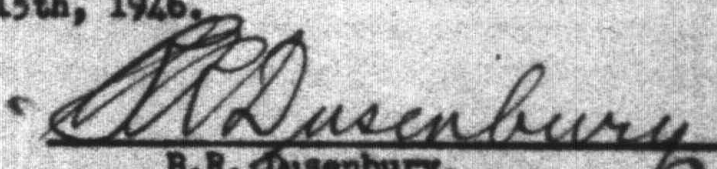
A refund of \$5.12 from the Provincial Government to Junji ITO, File #11563 was received and forwarded to him as per our letter May 10th, 1943.

SPECIFIED ARTICLES:

No Cameras, radio, Fire Arms, or Vessels are revealed on Files #3305 or #11563.

No other Personal Property is revealed on either of these Files.

The above Summary is certified to be in accordance with the information on file, October 15th, 1946.


B.R. Dusenbury,
Office of the Custodian.

22nd April, 1948.

PERSONAL PROPERTY CLAIM

CLAIMANT Teru ITO (Mrs. Junji ITO) Regn No 03813

CLAIM Itemized list amounting to \$1506.75
(Cstdn Auction cr of \$46.10 (gross) not deducted)

REFERENCESHISTORY

JP Teru ITO declared chattels in a general manner 23 Mar 42 when completing Form JP. She was not evacuated until 17 Sep 42.

PP.2 6 Teru & Junji ITO leased property and chattels to Charles Barry O'CONNOR 10 Aug 42 for 1 yr term. Chattels itemized in some cases. Inventories signed by O'Connor and Teru ITO.

PP.4 O'Connor advised Cstdn 27 Apr 43 that he had shipped chattels as per list to ITO. Cstdn not aware of shipment until made.

PP.3 BC Sec Comm itemize and acknowledge receipt of chattels 14, shipped by them to ITO at Tashme by Gallagher Trans. Co. (8 items noted on this inventory as having been "left behind" were either later shipped or sold at auction)

PP.1 Piano & 2 rolls of linoleum which could not be included in the shipment 14 Sep 43 as truck not large enough. These items collected approx. 1 week after previous shipment PP.3 and delivered by Gallagher Trans. Co. to Tashme, BC.

PP.5 BC Sec Comm query 15 Dec 43 requests information about ITO remaining chattels (itemized). These are all accounted for by auction sheets (PP.8) with the exception of 2 rolls of linoleum.
It would appear from the original declaration (in regard to linoleum) that and from itemized shipping lists, that all linoleum had been delivered to the ITO family, however the claim asks compensation for 2 rolls, and there is a possibility that 2 rolls were left in Vancouver. This might possibly have been nailed down and considered a fixture.

N.B. The piano was definitely delivered at Tashme, but according to Mr. Brown of this office was not placed in the ITO home (due to the fact that it was too large) but was used in the recreation hall. Its final disposition at that Camp is unknown, but it would appear from the claim that the ITOs did not take it to Montreal when they moved to that city. Possibly their claim is based on the point that they did not have actual physical possession of the article at Tashme.

PP.7 Office memo 7 Mar 44 substantiates PP.1 as to shipment of Piano and Linoleum, and lists the remaining articles in the house at 2052 Triumph St. Vancouver. All items are accounted for on Auction sheets (PP.8) with the exception of 1 bed and 2 springs -- these being discarded (PP.2)

PP.2 1 bed is not recorded and must be presumed as 'missing'

JC/..

File No. 3305
11563

-- SUMMARY --

October 15th, 1946

-- REAL ESTATE --

Reg. No. 03813
" " 06651

Mrs. Teru(Junji) ITO
Reg. No. 03813,

Junji ITO,
Reg. No. 06651

Catalogue No: 273.
Japanese Name: Junji ITO and Teru ITO,
Civic Address: 2052 Triumph St., Vancouver, B.C.
Legal Description: West 1/4 of Lot 6, Block 29, D.L. 184, Plan 178, Vancouver, B.C.
Classification: Dwelling and woodshed.

Registered in the name of: The Anglican Synod of the Diocese of British Columbia.
Sold to Junji ITO and Teru ITO, his wife, on June 14, 1940,
under Agreement for sale. The balance due the Synod under
said Agreement was paid Feb. 26, 1944 and deed obtained in
name of Junji ITO and Teru ITO, and recorded in Land
Registry Office on February 28, 1944. Title then in name
of Junji ITO and Teru ITO.

Title: As above described.

Sold to: Catherine Crompton and Frederick Crompton for \$1400.00
Cash on December 3, 1943.

Title delivered to: Frederick Crompton on March 20, 1944. Certificate No. 98153-
L. Adjustments completed.

Remarks: This property was under the agency of Pemberton Realty
Corporation Ltd. who collected rents and forwarded them to
this office. It was rented furnished to C.B. O'Connor at
\$27.50 per month and when the furniture was removed the
monthly rate was reduced to \$17.50 on August 15th, 1943. It
had been purchased from the Anglican Synod under an Agree-
ment for sale by the ITOS. On the property being sold to
the Cromptons, the remaining balance due to the Synod was
paid and title obtained. There seems to have been no out-
lay for upkeep during our administration.

Assessment value 1943.

Land	\$315.00
Improvements -	<u>1050.00</u>

(over) ✓

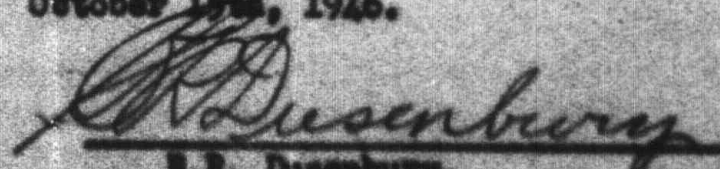
- 2 -

SUMMARY - REAL ESTATE continued - Files #3305/11563

October 15th, 1946

Appraisal	-	\$1400.00
Sale Price	--	\$1400.00

The above Summary is certified to be in accordance with the information on file, October 15th, 1946.


E.R. Dusenbury,
Office of the Custodian.

REAL PROPERTY CLAIM

CLAIMANT (Mrs) Teru ITO Regn No 03813
claiming for herself as joint owner with husband
Junji ITO Regn No 06651.

PROP. SUBJECT OF CLAIM 2052 Triumph St., Vancouver, B.C., (CAT. #273)
being
City of Vancouver W¹/₂ Lot 6, Blk 29,
Dist Lot 184, Gp 1, Plan 178, D.N.W.

Classification Dwelling

CLAIM (see Claim) **Furnished** \$3200. ???

Total value Land &
buildings \$2000.

Custdn. credit 1073.38 \$

CLAIM \$1926.62

(\$ - Gross sales price \$1400.00)

REFERENCESHISTORY

RP.1 Agreement for Sale ANGLICAN SYNOD OF BC/Junji & Teru I
d/14 Jun 40 notes purchase by ITO of property \$1000.
payable \$200. down \$20. per month Int 6%.

RP.2 London & Western Trusts Co. Ltd. report on property
d/2 Apr 42.

RP.3 C of E #7 d/18 Jan 44 notes vesting in Cstdn. Title
Regd in name of Anglican Synod.

RP.4 London & Western letter 4 Apr 42 notes \$446.66 o/s on
Agreement for Sale as at 15 Mar 42.

RP.5 Assessed 1942: Land \$315.
Imp 1100.
\$1415. Taxes \$45.05

RP.6 Appraised 5 Nov 43 J.R. Reid & Co. \$1400.

RP.7 **TENDER:** F. Crompton \$1200. 2 Oct 43 rejected
Verbal tender by Crompton 29 Oct 43 \$1400.

RP.8 Advisory Comm. acceptance 6 Dec 43.

RP.9 Sold to Crompton as at 3 Dec 43 \$1400. cash.

NOTE - No tenders nor appraisals other than those listed above
were received or made.
No photograph of property on file.

JC/..

TELEPHONE PACIFIC 6433

"Homes a Specialty" FOR OVER 20 YEARS

J. R. REID
NOTARY PUBLIC



GENERAL INSURANCE

515 GRANVILLE STREET
VANCOUVER, CANADA

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 livingroom, diningroom with fireplace and kitchen with pantry off.

Up stairs there are three small bedrooms and full bathroom.

Basement with wooden floor and furnace in need of repair.

Valuation - \$1,400.00.

EXHIBIT No. 1334-6

DATE

FILED BY

1 / same 1948
J. W. G. Hunter

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6181

PLEASE REFER TO

FILE NO. 3305/11563

806 ROYAL BANK BLDG.

HASTINGS AND GRANVILLE

VANCOUVER, B. C.

PP

I

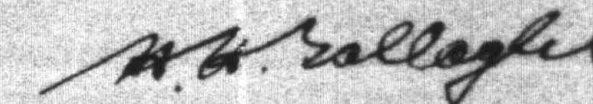
21 April, 1948.

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.



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

JC/..

DEC - 5 1947

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.

3305

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

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

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

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

(4) REAL ESTATE

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

(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 16, in Block 29, Sub-division of District Plot one hundred and eighty four (184), Group one (1) New Westminster District according to the map or plan deposited in the Land Registry office in Vancouver, B.C.

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

(i) ~~Farm~~

(ii) ~~Residence~~

(iii) ~~Business~~

(iv) Any other type of property (describe)

Type of business

(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

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

(i) Land

(ii) Buildings

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable)

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value)

(v) Amount at which Custodian sold property and credited your account

(f) Loss (This figure is arrived at by deducting item (v) from item (iv))

(5) PERSONAL PROPERTY

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

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) 2052 Triumph St. Vancouver, B.C. House

(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")

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

1.	2 sets of Linoleum	Estimated Value \$	450.00
2.	2 sets of Linoleum	Estimated Value \$	32.00
3.	2 sets of Linoleum	Estimated Value \$	129.00
4.	1 set of Linoleum	Estimated Value \$	49.00
5.	1 set of Linoleum	Estimated Value \$	60.00
6.	1 set of Linoleum	Estimated Value \$	39.00
7.	1 set of Linoleum	Estimated Value \$	59.00
8.	1 set of Linoleum	Estimated Value \$	26.40
9.	1 set of Linoleum	Estimated Value \$	200.00
10.	1 set of Linoleum	Estimated Value \$	120.00
TOTAL CLAIM FOR PROPERTY LOSS		Estimated Value \$	1156.75

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.

(7) Total claim including real and personal property (this figure can be arrived at by adding items 1(7) and 5(e))

(6) (a) Place at which claimant prefers to be heard.
(b) Do you require the services of an interpreter at the hearing? Yes or no

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

DOMINION OF CANADA
of
TO WIT:
(Mrs) Lou \$10
in the city of Vancouver B.C.
DO SOLEMNLY DECLARE THAT:
The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the city of Vancouver B.C.
in the presence of
this 27th day of November
A.D. 1947.
A Commissioner etc.

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

3305

THE LONDON & WESTERN TRUSTS
COMPANY LIMITED

EXECUTORS AND TRUSTEES

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

APR 7 1942

455 HOWE ST.
VANCOUVER, B. C.

April 4, 1942.

Re: Our File 6541/02 -
Teru Ito - 2052 Triumph
Street, Vancouver, B. C.

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

Dear Sir: Attn: C. L. Drewry

With reference to our report re-
garding the above-named Evacuee, we now con-
firm that we have verified the amount owing
under the Agreement of Sale as set out in
our report opposite Item No. 6, as follows:

"Agreement for Sale - \$1000.00.
Payable \$200.00 Cash, Balance payable
\$20.00 per month, to include interest
at 6% per annum and principal.
All payments of Principal and Interest
have been made to date, and the balance
owing as at March 15th, 1942 is \$446.66.
Taxes are paid to December 31st, 1941."

Yours truly,

Robert Macmillan

Trust Department.

H/G

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

808 ROYAL BANK BLDG.
HASTINGS AND GRANVILLE
VANCOUVER, B. C.

PHONE PACIFIC 6151

PLEASE REFER TO

FILE NO. 3305/11563

27th April, 1948.

Mr. J.W.G. Hunter,
Government Counsel,
Claims Commission.

Dear Mr. Hunter,

RE: Teru ITO (Mrs. Junji ITO)
Regn No 03813

Upon reviewing the claim of the a/m I noticed that she was claiming \$450. as compensation for the loss of a piano. The file inferred that same had been shipped to the Claimant at Tashme, and in order that I might obtain concrete evidence of the shipment I contacted Gallagher Truck Lines of Hope, B.C. and obtained from Mr. Gallagher a certification to the effect that he had personally removed same from the former Ito home at 2052 Triumph St., Vancouver, B.C., and subsequently delivered the piano to Tashme, B.C.

In the course of investigation I was in telephonic communication with a Mrs. D.B. O'Connor, Mrs. O'Connor having rented the Ito home on their evacuation. Mrs. O'Connor is still tenanting the premises and she advised me that the Itos had left a 'glass-case type clock' with her, and she wanted to know just what to do with it.

Attached hereto is a copy of a letter which I wrote to Mrs. Ito under date of 17 April, 1948, with a letter from her dated 22nd April, 1948, in reply. I have acknowledged receipt of her reply and attach a copy hereto.

It would appear that Mrs. Ito, knowing that this office was investigating the 'piano' claim, has decided that it would be in her best interests to withdraw the claim.

Mrs. Ito's letter of 22nd April carries the information that she doesn't want the clock shipped, nor does she intend to leave it with the O'Connors indefinitely, but WOULD LIKE TO ADD IT ON HER CLAIM AT A VALUE OF \$15.00. Her request has not been complied with.

Inspection of the Analysis of Claim notes many items as having been shipped, these items now being the subject of claim.

Yours truly, .

J. Cumming
Admin. Dept.

JC/..

100th (30th)

in the year of our Lord nineteen hundred

file 3305

BETWEEN *James* ITO, of the City of Hope, Province of British Columbia,
and *Teru* ITO, Wife of Teru Ito, of 2032 Triumph Street, in
the City of Vancouver, Province of British Columbia,

Hereinafter called **THE LESSOR** of the **FIRST PART**:

and:

CHARLES BARRY O' DONNOR, of 2036 Triumph Street, in the City
of Vancouver, Province of British Columbia, Laborer, Dominion
Bridge Company.

Hereinafter called **THE LESSEE** of the **SECOND PART**:

WITNESSETH that in consideration of the rents, covenants, conditions and agreements herein-after respectively, reserved and contained, the Lessor doth demise and lease unto the Lessee, his or their Executors, Administrators and Assigns, ALL AND SINGULAR the premises known and described as 2052 Triumph Street, in the City of Vancouver, Province of British Columbia, TOGETHER with all the fixtures, furniture, and appurtenances therein contained, and thereto belonging, according to the inventory hereto attached.

from the **Fifteenth (15th)** - day of **September, Nineteen Hundred and**
forty-two (A. D. 1942) for the term of - **One (1) year** - -

thence ensuing and expiring on the Fourteenth (14th) day of September, Nineteen ^{Hundred} ~~and~~ ~~forty-three~~ (A.D. 1943). YIELDING therefor during the said term the clear sum Three Hundred and thirty and ~~xx~~/100 Dollars (\$330.00) - - -

of lawful money of Canada payable on the following days and times, without deduction or abatement for any reason whatsoever, that is to say: the sum of Twenty-seven and 50/100 Dollars (\$27.50) per month, each month, due and payable strictly in advance on the Fifteenth (15th) day of each and every month during the term hereby granted.

...rent to be paid each and every month in advance on the **Fifteenth (15th)**
 day of each and every month of the said term at the office of **PEMBERTON**
EALTY CORPORATION LIMITED, 418 Howe Street, Vancouver, B. C., Agents for the Lessor.

AND THE SAID LESSEE covenants with the said Lessor: to pay rent, ~~and to pay taxes~~ and to repair; (reasonable wear and tear and damage by fire and tempest excepted).

AND THE SAID Lessor may enter and view state of repair, and that the said Lessee repair according to notice.

THAT THE SAID Lessee will leave the premises in good repair (reasonable wear and damage by fire and tempest excepted).

AND will not assign without leave.

AND will not sub-let without leave.

1. That he will give to the Lessor or his agent immediate notice of any defect in water, gas or other pipes

or fixtures, heating apparatus, electric or other wires and fixtures.

2. That he will keep and leave whole and in good order all water, gas, electric fixtures, glass, pipes, faucets,

locks, fastenings, hinges, window shades, sash cords, heating and cooling apparatus under the control of and

used by the Lessee.

3. That he will at all times keep the grates or heater clear and free from the accumulation

tion of ashes and debris, and will clean and sweep all chimneys whenever necessary or required, and will not

waste water.

4. That he will not use the premises nor allow the premises to be used for any other purpose than that for

which the premises are leased, namely as a private dwelling.

5. That he will not carry on, nor allow to be carried on, on the premises any sales by auction, and will not

carry on any work, business, occupation, act or thing whatsoever, which may be or become a nuisance or annoy-

ance to the Lessor, the public or any other occupant of the said building of which the premises form

a part, or which may increase the hazard of fire or liability of any kind or which may increase the premium

rate of insurance upon the said building against public liability, damage or loss by fire, or invalidate any policy of

insurance of any kind upon or in respect of the same.

6. That he will not drive nails or screws into nor drill into nor cut, mark nor in any way deface any part

of the said premises.

7. That he will not make any alterations in the structure, plan or partitioning of the premises, nor install

any plumbing, piping, wiring, or heating apparatus without the written consent of the Lessor or his agent first

had and obtained, and at the end or sooner determination of the said term will restore the premises to their

present condition if called upon to do so by the Lessor, but otherwise all repairs, alterations, installations and

additions made by the Lessee upon the premises, except gas and electric fixtures shall be the property of the

Lessor and shall be considered in all respects as part of the premises, AND will indemnify and save harmless

the Lessor from and against any and all manner of claims for loss or damages or material, or damage to per-

sons or property, caused during the making of or in connection with any repairs, alterations, installations and

additions which he, the Lessor, may sustain, incur and be put to by reason of any neglect of the Lessee

to comply promptly with such laws, ordinances, regulations, requirements and recommendations.

8. That he will allow notices "For Sale" to be put and remain on the said premises in a conspic-

uous position and for at least sixty days before the expiration of this lease allow a notice "To Let" to be put

on any day except Sunday, during reasonable hours.

9. That he will at all times during the said term maintain and keep the gardens, lawn and grounds of the

said premises in good order, and will properly plant and carefully preserve all the ornamental, fruit trees, bushes

and shrubs which are now or which may at any time during the said term be growing upon the said premises,

and replace such of the shrubs which may die or require replanting.

10. That he will not erect, fasten or place on the premises any advertising sign without the writ-

ten consent of the Lessor first had and obtained.

11. That the whole contract and agreement between the parties hereto is set forth herein, and that no rep-

resentation, warranty or condition shall be binding on the Lessor unless herein contained, and that no agree-

ment, collateral hereto shall be binding upon the Lessor unless it is made in writing and signed by the Lessor.

12. That the Lessee has examined the said premises and agrees to accept the same in their present

condition, and that the said Lessor shall be under no obligation or liability to make any repairs, re-decorating,

repainting or improvements except such as are set forth in the schedule hereto marked Schedule "B" and signed

by the Lessor. The said Lessor may complete such repairs, re-decorating, repainting or improvements, if any,

within a reasonable time, but shall not be under any liability whatsoever if such repairs are not completed at

the time possession of the said premises is given to the Lessee.

13. That no waiver or neglect to enforce the right to forfeit of this lease or the right of re-entry upon

breach of covenant, conditions or agreements herein contained shall be deemed to be a waiver of such rights

upon any subsequent breach of the same or any other covenant, condition or agreement herein contained.

14. That the making of any repairs at any time by the Lessor shall not be deemed to create an agreement

by the Lessor to make the same or any other repairs at any other time nor create any liability on the part of

the Lessor arising by reason of the demised premises not being in good repair or by reason of any defect in said

demised premises.

15. That notwithstanding that the Lessor is under no obligation to make any repairs under the provisions

of this lease other than those set forth in Schedule "B" hereto, the Lessor may, if he so wishes, enter upon the

demised premises to make any repairs, decorating or repainting he deems necessary to improve or preserve the

demised premises, and such entry shall not be deemed to be a breach of the covenants herein contained for quiet

enjoyment, but nothing contained in this clause shall render the Lessor liable to make any repairs to or be

responsible for the defective condition of the demised premises at any time.

16. That any notice to be served hereunder shall be deemed to be sufficiently served on the Lessee if

delivered to the Lessee and left with an adult person on the demised premises, or if the premises be locked or

adult person be on same; such notice shall be placed in an envelope and put under the door at the main entrance

of the said demised premises.

17. That if the Lessor should be unable to obtain possession of the demised premises at the time herein

provided for the commencement of the said term, neither the Lessor nor his agent shall be liable for any dam-

age or loss caused to the Lessee thereby, and the Lessor and Lessee agree that in the event the Lessor should

be unable within the provisions of this lease, to give to the Lessee possession of the said demised premises, then in such case

the Lessee may by notice in writing, cancel this lease, and thereupon this lease shall be no longer binding on

the Lessee, but the Lessee shall not be entitled to any costs, damages, compensation or expenses in respect of

the failure of the Lessor to give possession of the said demised premises as provided in this lease. It is however

understood that the Lessee shall be bound to give notice as aforesaid to the Lessor cancelling this lease, then this lease shall be binding

upon the Lessee, and upon the Lessor giving possession of the said demised premises to the Lessee, the Les-

see shall pay rent as and from the date such possession is so given, the rent to be payable for the term therein

shall be paid on the days and in the manner set forth in this lease, and the said term shall terminate at the

date set forth herein, and shall not be extended after said date because possession was not given on the date herein

set forth as the commencement of the term.

18. That the Lessor shall not be responsible for any loss or damage caused by any overflow or leakage

water from any part of the said building, or any adjoining buildings, occasioned by the use or misuse of wa-

ter, gas or other pipes and appliances or any other fixtures or by reason of any structural defects in the

building or premises or by any other matter of thing whatsoever.

THE LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. That he will give to the Lessor or his agent immediate notice of any defect in water, gas or other pipes or fixtures, heating apparatus, electric or other wires and fixtures.

2. That he will keep and leave whole and in good order all water, gas, electric fixtures, glass, pipes, faucets, locks, fastenings, hinges, window shades, sash cords, heating and cooling apparatus under the control of and used by the Lessee.

3. That he will at all times keep the grates or heater clear and free from the accumulation of ashes and debris, and will clean and sweep all chimneys whenever necessary or required, and will not waste water.

4. That he will not use the premises nor allow the premises to be used for any other purpose than that for which the premises are leased, namely as a private dwelling.

5. That he will not carry on, nor allow to be carried on, on the premises any sales by auction, and will not carry on any work, business, occupation, act or thing whatsoever, which may be or become a nuisance or annoyance to the Lessor, the public or any other occupant of the said building of which the premises form a part, or which may increase the hazard of fire or liability of any kind or which may increase the premium rate of insurance upon the said building against public liability, damage or loss by fire, or invalidate any policy of insurance of any kind upon or in respect of the same.

6. That he will not drive nails or screws into nor drill into nor cut, mark nor in any way deface any part of the said premises.

7. That he will not make any alterations in the structure, plan or partitioning of the premises, nor install any plumbing, piping, wiring, or heating apparatus without the written consent of the Lessor or his agent first had and obtained, and at the end or sooner determination of the said term will restore the premises to their present condition if called upon to do so by the Lessor, but otherwise all repairs, alterations, installations and additions made by the Lessee upon the premises, except gas and electric fixtures shall be the property of the Lessor and shall be considered in all respects as part of the premises, AND will indemnify and save harmless the Lessor from and against any and all manner of claims for loss or damages or material, or damage to persons or property, caused during the making of or in connection with any repairs, alterations, installations and additions which he, the Lessor, may sustain, incur and be put to by reason of any neglect of the Lessee to comply promptly with such laws, ordinances, regulations, requirements and recommendations.

8. That he will allow notices "For Sale" to be put and remain on the said premises in a conspicuous position and for at least sixty days before the expiration of this lease allow a notice "To Let" to be put on any day except Sunday, during reasonable hours.

9. That he will at all times during the said term maintain and keep the gardens, lawn and grounds of the said premises in good order, and will properly plant and carefully preserve all the ornamental, fruit trees, bushes and shrubs which are now or which may at any time during the said term be growing upon the said premises, and replace such of the shrubs which may die or require replanting.

10. That he will not erect, fasten or place on the premises any advertising sign without the written consent of the Lessor first had and obtained.

11. That the whole contract and agreement between the parties hereto is set forth herein, and that no representation, warranty or condition shall be binding on the Lessor unless herein contained, and that no agreement, collateral hereto shall be binding upon the Lessor unless it is made in writing and signed by the Lessor.

12. That the Lessee has examined the said premises and agrees to accept the same in their present condition, and that the said Lessor shall be under no obligation or liability to make any repairs, re-decorating, repainting or improvements except such as are set forth in the schedule hereto marked Schedule "B" and signed by the Lessor. The said Lessor may complete such repairs, re-decorating, repainting or improvements, if any, within a reasonable time, but shall not be under any liability whatsoever if such repairs are not completed at the time possession of the said premises is given to the Lessee.

13. That no waiver or neglect to enforce the right to forfeit of this lease or the right of re-entry upon breach of covenant, conditions or agreements herein contained shall be deemed to be a waiver of such rights upon any subsequent breach of the same or any other covenant, condition or agreement herein contained.

14. That the making of any repairs at any time by the Lessor shall not be deemed to create an agreement by the Lessor to make the same or any other repairs at any other time nor create any liability on the part of the Lessor arising by reason of the demised premises not being in good repair or by reason of any defect in said demised premises.

15. That notwithstanding that the Lessor is under no obligation to make any repairs under the provisions of this lease other than those set forth in Schedule "B" hereto, the Lessor may, if he so wishes, enter upon the demised premises to make any repairs, decorating or repainting he deems necessary to improve or preserve the demised premises, and such entry shall not be deemed to be a breach of the covenants herein contained for quiet enjoyment, but nothing contained in this clause shall render the Lessor liable to make any repairs to or be responsible for the defective condition of the demised premises at any time.

16. That any notice to be served hereunder shall be deemed to be sufficiently served on the Lessee if delivered to the Lessee and left with an adult person on the demised premises, or if the premises be locked or adult person be on same; such notice shall be placed in an envelope and put under the door at the main entrance of the said demised premises.

17. That if the Lessor should be unable to obtain possession of the demised premises at the time herein provided for the commencement of the said term, neither the Lessor nor his agent shall be liable for any damage or loss caused to the Lessee thereby, and the Lessor and Lessee agree that in the event the Lessor should be unable within the provisions of this lease, to give to the Lessee possession of the said demised premises, then in such case the Lessee may by notice in writing, cancel this lease, and thereupon this lease shall be no longer binding on the Lessee, but the Lessee shall not be entitled to any costs, damages, compensation or expenses in respect of the failure of the Lessor to give possession of the said demised premises as provided in this lease. It is however understood that the Lessee shall be bound to give notice as aforesaid to the Lessor cancelling this lease, then this lease shall be binding upon the Lessee, and upon the Lessor giving possession of the said demised premises to the Lessee, the Lessee shall pay rent as and from the date such possession is so given, the rent to be payable for the term therein shall be paid on the days and in the manner set forth in this lease, and the said term shall terminate at the date set forth herein, and shall not be extended after said date because possession was not given on the date herein set forth as the commencement of the term.

18. That the Lessor shall not be responsible for any loss or damage caused by any overflow or leakage water from any part of the said building, or any adjoining buildings, occasioned by the use or misuse of water, gas or other pipes and appliances or any other fixtures or by reason of any structural defects in the building or premises or by any other matter of thing whatsoever.

i. That where the Lessor supplies water to the Lessee upon the said demised premises, the Lessor shall not be liable for any loss or damage caused to or sustained by the Lessee by reason of the failure of the Lessor to supply such water, unless the Lessor fails, after notice of the failure of the supply of such water, to take steps to remedy, and fails to remedy within a reasonable time the cause of such failure, and in any case shall not be liable for failure to supply such water where such failure is occasioned by some cause not situate on the demised premises.

j. That no space attached, appurtenant to or connected with the premises lying in, on or under any public highway or other public or quasi-public property is included in this lease, and that the Lessor shall not be responsible for any loss or damage caused by any interference with or taking away of the whole or any part thereof and that the Lessee shall not be relieved from any of the covenants and conditions of this lease nor be entitled to any abatement of rent in respect of any such interference or taking away.

k. That in the event of the said building or the premises being condemned in whole or in part because of the unsafe condition thereof, this lease shall cease and determine upon the date of such condemnation, and the Lessor shall not be responsible for any loss, damages, or expense which the Lessee may suffer or incur by reason of the same.

l. That if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with any of the covenants of the Lessee herein contained, then the Lessor shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rent hereby reserved, and any such amount shall thereupon immediately be due and payable as additional rent and recoverable in the manner provided by law for the recovery of rent in arrears.

m. That in case the premises or any part thereof shall at any time during the said term be burned down or damaged by fire so as to render the same unfit for the purpose of the Lessee, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained, shall be suspended and abated until the premises shall have been rebuilt or made fit for the purpose of the Lessee, or at the option of the Lessor the said term shall in such case forthwith come to an end, and the Lessee shall cease to be held liable for payment of rent except such rent as shall have already accrued due, and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid for in advance.

n. That whenever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee, he may enter in the said demised lands and premises and for the purpose of entering upon said lands and premises he, or his servants and agents may break and force open any doors, locks, bars, bolts, fastenings and hinges necessary to permit such entry on to the demised premises, and he shall not be liable in any action in any Court for such entry, and shall not be liable for any loss or damage occasioned thereby, and the Lessee hereby expressly releases the Lessor from any action and actions, cause and causes of actions, claims and demands which he may have against the Lessor but for this clause, on account of or in respect of such forcible entry, or any loss or damage occasioned by the Lessee in connection therewith.

o. That in case the Lessee shall become insolvent or bankrupt or make any assignment for the benefit of creditors, or being an incorporated company if proceedings be begun to wind up the said company, or in case of the non-payment of rent at the times herein provided, or in case the premises or any part thereof become vacant and unoccupied for a period of seven days or be used by any other person or persons, or for any other purpose than as hereinbefore provided, without the written consent of the Lessor, this lease shall, at the option of the Lessor, cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding, and the then current month's rent and three months' additional rent shall thereupon immediately become due and payable, and the Lessor may re-enter and take possession of the premises as though the Lessee or his servants or other occupant or occupants of the premises were holding over after the expiration of the said term, and the term shall be forfeited and void.

p. That if the Lessee shall hold over and the Lessor shall accept rent after the expiration of the said term, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month, and the rent shall be at the same rate as the last month of the term hereby granted, payable in advance each and every month.

q. That if the Lessee shall abandon the said premises or remove all his goods and chattels from the said property without formally or otherwise surrendering the said premises unto the Lessor, it shall be lawful for the said Lessor to enter on the said demised lands and premises, and for the purpose of entering upon the said lands and premises he or his servant or agents may break and force open any doors, locks, bars, bolts, fastenings and hinges necessary to permit such entry on to the demised premises, and he shall not be liable in any action in any Court for such entry, and shall not be liable for any loss or damage occasioned to the Lessee by reason of his re-entering and retaking possession of the said demised premises as aforesaid.

13. PROVISIO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

14. THE LESSOR covenants with the Lessee for quiet enjoyment.

IT IS FURTHER UNDERSTOOD AND AGREED that if the said Lessee shall damage or lose any of the said fixtures, furniture, or appurtenances, or if the said fixtures, furniture, or appurtenances are damaged or lost during the term herein granted, the said Lessee shall restore them to their present condition, or completely restore them, damage by reasonable wear and tear excepted.

Insurance against fire, theft or burglary in the sum of One Thousand $\times 100$ Dollars (\$1,000.00) shall be carried by the Lessor and the policies delivered to the Lessor and the premiums shall be paid by the Lessor.

WHEREVER the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of

Landlord

Mrs Alice Louise Thomas
2036 Triumph St
N.B.—SCHEDULE "B" to be typed and added
Vancouver B.C.

Toru Ito
Charles Barry O'Connor
Tenant

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

(hereinafter called "the Vendor")

OF THE ONE PART:

And:

SUNEI 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 became 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 within 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 (less 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 notice of 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 time fixed 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 ^{may} must 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 ~~in the same~~

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:

SIGNED SEALED AND DELIVERED
by the Purchasers in the
presence of:

"A. E. Schooley"
418 Howe St.,
City of Vancouver, B. C.
Salesman

"Harold Columbia"
Lord Bishop of the Diocese

"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.

APRIL 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, 1943

C. M. Clifton

1324 - 5

EXHIBIT No.

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 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 repair, and the ground 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

L. MacLellan

3305/11563

REGISTERED.

October 16th, 1946

Mr. and Mrs. Junji ITO,
Reg. Nos. #06651 & 03813,
7051 Fabre Street,
Montreal, P.Q.

Dear Sir & Madam:-

We are in receipt of a letter from the Department of Labour, Japanese Division, dated October 7th, 1946 in which they advise that you request that we forward the Victory Bonds in the amount of \$1,000.00 held here for your account, also that we forward any remaining balances in which you may be interested.

Accordingly we have reviewed your files and your affairs that have come under our control preparatory to complying with your request.

Your principal asset was 2052 Triumph Street which was sold for \$1400.00 Cash, which sale was reported to you in our letter of March 16th, 1944. Subsequently a General Statement of your account showing a credit balance of \$1,049.93 was forwarded to you in our letter of April 4, 1944. This statement indicated the revenue received from this property and the disbursements made in your behalf. We are now enclosing two statements continuing the one sent to you in April 1944 and showing present credit balance of \$73.38. We are enclosing herewith also our cheque for this amount, which represents the remaining balance in your joint account.

In regard to Chattels, we may say that the major portion of these were shipped to you through the Department of Labour as you know. Only a few were sold as per enclosed Auction Sheets #16 & 17 which show a total net proceeds of \$34.43. These funds were credited to the personal account of Teru ITO, File #3305, but as both of you are likely interested in these proceeds we are making our cheque for \$34.43 out in your joint names, and enclosing same herewith.

Regarding the Bonds: we are forwarding them through the Royal Bank of Canada here to you as per copy of our letter of instructions to the Bank herewith.

In the foregoing and in previous letters, reports and statements, it would appear that we have accounted for the administration and liquidation of your interests under our control and shall be obliged if you will confirm same when acknowledging the attached cheques and the Bonds.

For your convenience in replying we are enclosing a self-addressed

11563/3305

November 16th, 1945.

Mr. & Mrs. Junji ITO,
Reg. Nos. 06651 & 03813,
Raymond, Alberta.

Dear Sir & Madam:-

This will acknowledge receipt of your letter of the 1st instant in respect to funds on hand here to your joint account, and also as to the purchase of 9th Victory Loan Bonds. On receipt of your letter we made application to purchase ten \$100.00 Dominion of Canada Bonds 9th Victory Loan, in your behalf. When we receive these Bonds we shall hold them in safe keeping in your behalf, pending our making a review of your file. Owing to the great number of files up for examination at this time, there is an unavoidable delay in reviewing all of them. In the meantime these Bonds will be drawing interest in your behalf and as soon as possible your file will receive further attention.

On receipt of these bonds you will be notified of same.

Yours truly,


B.R. Dusenbury,
Administration Department.

ERD/DD.

3305

July 12th, 1943

Mr. and Mrs. C. B. O'Connor,
2052 Triumph Street,
Vancouver, B. C.

Dear Sir and Madam:-

Re: Teru (Mrs. Junii) ITO

As you are aware, your lease of 2052 Triumph Street includes a good deal of furniture and runs until September 14th this year.

Mr. and Mrs. Ito now at Tashme, have applied through the Security Commission for the shipment of the following items to them.

Linoleum rugs in 4 rooms (dining, front, 2 bedrooms, also downstairs hall)

- 1 Piano
- 3 Pes. - Chesterfield Suite
- 3 " - Loose cover for Chesterfield
- 1 " - Wood and coal range
- Window Blinds & Rods
- Garden hose & tools

Japanese Doll Festival Decorations stored in cedar box in front room upstairs, key in c/o tenant. Breakables.
All Parcels and boxes in basement.

We have pointed out to them that all but the last two are included in the lease with you and are, we suppose, in actual use.

Would you let us know whether you will be able to spare any of these items now or at reasonable notice? If you cannot, we shall just have to wait until the lease expires and then if you are agreeable, renew it omitting the above items. If, however, you can oblige the Japanese by releasing some of these articles, please let us know and we will then arrange shipment.

Yours truly,

H. F. Green
Protection Department

HFG:IF

Levin
2/7

Catalogue No. 273
File Nos. 3305 & 11563
2052 Triumph Street
W6/29/184

Receipt of Certificate of Title No. 98153-L is by us hereby acknowledged and we agree that all adjustments and incidents in connection with the sale to us of property covered by the said certificate have been settled.

Receipt is also acknowledged of Union Insurance Society of Canton, Limited policy No. C312082 together with assignment thereof in quadruplicate, and cheque for \$28.98 representing closing adjustments on sale to us of 2052 Triumph Street.

Dated at Vancouver, B. C., this 20th day of March 1944.

Frederick Campbell

Catalogue No. 273
File Nos. 3005 & 11563

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

Dear Sirs:-

Re: 2052 Triumph Street

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

Ludwick Grey

Attached to Proof of Claim

Re: Mrs. Tera Ito, Reg. No. 03813

(5) Personal Property

(a) (11)	Window blinds and rods	\$37.85
(12)	1 trunk of bed linen Japanese Kimono table linen and clothing	300.00
(13)	3 pieces carpet for halls and stairway	24.00

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

August 2, 1948

L. J. Chapman

Mr. T. Ito. Reg. No. 03813

INVENTORY OF PERSONAL CHATELS

	<u>Estimated Value</u>
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 linoleum for upstairs hall and downstairs hall and stairway	<u>24.00</u>
	<u>\$1056.75</u>

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

August 2, 1948

[Signature]

EXHIBIT No. 1334 - 3

DATE 1 June 1948

FILED BY

R. Quimet

May 21, 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 Grubert St.,

Montreal, Quebec.

As witness hereof:
May 23/48.

"H. E. Samha"

101 Murray St.,
Mtl., P. Q.

"Mrs. Teru Ito"

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

August 2, 1948

[Signature]

3305
11563

March 16, 1944.

Mr. & Mrs. Junji ITO,
Registration Nos. 03613 & 06651,
Tachue, B. C.

Dear Sir and Madam:

Re: Catalogue No. 273
2052 Triumph Street
W66/29/184

Please be informed that 2052 Triumph Street has been sold as of December 3, 1943 for the sum of \$1,400.00 which is equal to or in excess of the value attached to these premises by an independent appraiser.

Rents, less expenses, up to the mentioned date have been credited to your joint account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of the sale is as follows:

Sale price		\$1,400.00
Less Real Estate Agent's Commission @ 5%	\$ 70.00	
* Payment of Agreement for Sale	<u>357.71</u>	
	\$ 427.71	<u>427.71</u>
Net credit to your account		\$ 972.29

These funds are available to you in the usual way.

Yours truly,

George Peters,
Administration Department.

GP:EB

cc to B. C. Security Commission.

W
For File 9705
Files No. 3305 & 11563.
Catalogue No. 273.

March 10th, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Teru ITO and Junji ITO
City of Vancouver
W. 1/2 of Lot 6, Blk. 29,
D.L. 184, Op. 1, N.W.D.,
Plan 178.

With reference to the above property which was recorded in the Vancouver Land Registry Office, dated February 29th, 1944, we enclose herewith the following documents in connection therewith.

1. Copy of application number 98151-L dated February 28th, 1944, registering the property from The Anglican Synod of the Diocese of British Columbia to Junji ITO and Teru ITO. (Deed).
2. Copy of application number 98152-L dated February 28th, 1944, registering the property in the name of the Custodian (Transmission)
3. Copy of application number 98153-L dated February 28th, 1944, registering the property in the names of Catherine Crompton and Frederick Crompton - Joint Tenants (Deed).
4. Duplicate of Transmission dated February 11th, 1944.
5. Duplicate of Deed dated February 11th, 1944 - Secretary of State to Catherine Crompton and Frederick Crompton - Joint Tenants.
6. Certificate of Indefeasible Title number 98153-L dated March 8th, 1944, covering the above property in the names of Catherine Crompton and Frederick Crompton - Joint Tenants.

D. A. Cramer

February 2nd, 1944.

REAL PROPERTY MEMORANDUM

FILE NO: 3305 & 11563
NAME: Junji ITO and Teru ITO
CATALOGUE NO: 273
RE: 2052 Triumph Street, Vancouver, B. C.
Dwelling.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, West $\frac{1}{2}$ of Lot 6,
Block 29, District Lot 184, Group 1,
New Westminster District, Plan 178

Encumbrances:

Agreement for Sale from Anglican
Synod of the Diocese of British
Columbia - Balance owing, \$346.66
plus interest, will be paid from
proceeds of sale.

Taxes:

1943 taxes-\$42.00 (paid) No arrears.

Vested:

37404

VALUATION BY APPRAISER:

\$1400.00

AMOUNT OF BID:

\$1400.00

APPROVED BY ADVISORY COMMITTEE:

November 24th, 1943.

AMOUNT RECEIVED BY CUSTODIAN:

\$1400.00

NAME OF PURCHASER:

Catherine Crompton and Frederick
Crompton.

KWW/W

K. W. WRIGHT

B.C. Mrs. McArthur

11563/3305

3305

December 3rd, 1943.

F. Crompton, Esq.,
2065 Triumph Street,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 273,
2052 Triumph Street.

This will acknowledge receipt of your certified cheque for \$1200.00, which you handed to us today. We have now received \$1400 the full amount of the purchase price for the above property.

We note that you wish this property to be registered in the names of Catherine Crompton (Housewife) and Frederick Crompton (General Clerk), as Joint Tenants, both of 2065 Triumph Street, Vancouver, B.C. and that you are British subjects.

As previously advised, conveyance will be prepared and forwarded to Ottawa with our recommendation for acceptance.

Yours truly,

F.G. Shears,
Director.

FGE/AN

Mr. Reid's valuation... \$1400.00
Committee approved... November 24th, 1943

11563

File No. 3305

NATURE OF ENCUMBRANCE .. Agreement for Sale
(registered) or (unregistered)

Name of Owner of Property ITO, Junji 06651
Reg. No. 13813
Address ITO, Teru
2052 Triumph Street, Vancouver, B.C.
Occupation Millhand and Housewife J.I.-44
Age 37
Registered Owner of Property The Anglican Synod of the C.T.No. 74950-I
Diocese of British Columbia

Property:

Property Address 2052 Triumph St. Vancouver, B.C.
Legal Description W. 1/2 Lot 6, Block 29, D.L. 184, Group 1, Plan 178,
N.W.D. L.R.O.
Nature of interest Joint Tenants Under agreement for sale

Particulars of Encumbrance:

Date 14th June, 1940

Parties to document:

Name The Anglican Synod of the Diocese of British Columbia.
Address 912 Vancouver Street, Victoria, B.C. Vendor
Name Junji Ito and Teru Ito, his wife. Purchasers
Address 2052 Triumph Street, Vancouver, B.C.

Principal Amount \$1000.00

Terms of Payment Cash \$200.00 balance \$20.00 on the 14th days of each and
every month beginning 14th July 1940 until the whole pur-
chase price has been paid Rate of Interest 6%.

Arrears, if any: Principal Interest

Balance owing as at this date March 15/43 \$446.66

Standing of Taxes: Arrears Current Paid (1942)

Insurance:

(1) Agent Peniston Realty Co. Ltd. Company Union of Canton 7 ins.
Policy No. 312082 Amt. 2000 Prem 14.00 Exp. Date June 12/44
(2) Agent Company
Policy No. Amt Prem Exp. Date

Nature, particulars and whereabouts of, unregistered documents, if any:

Dated at Vancouver B.C. this 27th day of April A.D. 1942.

Peniston Realty Corporation Limited
H. Peniston
(Signature)

Name of Claimant **E70, Mrs. Tera**Case **1334**Custodian File **3305**

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
1400	70.00 12.50									82.50
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
186.50	46.10	13.83	24.65%	669.35	164.99				178.82	
TOTAL RECOMMENDATION										261.32

3305

October 24th, 1950.

Mrs. Teru ITO,
1672 Grubet St.,
Montreal, Que.

Dear ~~my~~ Madam:

Re: Japanese Property Claims Commission

Case No. 1334

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$261.32.

Cheque in your favour is enclosed for \$211.37
and we have paid the Co-Operative Committee .. \$ 49.45
for legal fees as authorized by you.

Yours truly,

FCS/jc
1 encl.

F.G. Shears
Director

Form E
Form G

DEFENCE BRIEF

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

(Mrs.) Teru ITO

File No. 3305

Case No. 1334

REAL PROPERTY CLAIM

(All claims shown are Gross)

<u>1. Real Property Claim</u>	<u>Appraised at</u>	<u>Sold for</u>
\$2,000.00	1. \$900 - \$1000.	\$1400.00
	2. \$1400.00	

- Witnesses: 1. George Hamilton, Appraiser
of the London & Western Trusts
Company Limited. Exhibit No.5,
dated April 2, 1942. Now deceased.
2. J.R. Reid & Co., Appraiser.
Exhibit No. 6, dated Nov. 5, 1943.
'Property in poor condition,
basement - wooden floor and
furnace in need of repair.'
3. F. G. Shears - to prove adver-
tisement for sale, Cat.#273,
and one (1) tender received,
\$1200.00.

Ref. Trans.p.9, line 29 - the claimant does not know how she arrived at the price claimed for this real property.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

<u>2. Chattel Claim</u>	<u>Sale Price</u>
\$1056.75	
(a) Goods valued by claimant at \$186.50	(Auction) * \$46.10

- Witnesses: 1. F. G. Shears - to prove sale
by auction.
2. Wm. Wills - Custodian
representative at Auction Sale.

(b) Goods valued by claimant
at \$24.00 (stairway carpet) Fixture - (Sold with real property)

Ref. Trans.p.31, line 20 and following - 'All carpets claimed
for are linoleum; Thus they would ordinarily be nailed
to the floor and considered a fixture. See also:
Trans.p.21, line 4.

(c) Goods valued by claimant
at \$746.25

Shipped.

Witnesses: 1. M. D. MacDonald
Exhibit No. 8, dated
Sept. 14, 1943.

2. C.B. O'Connor - Letter
dated April 27, 1943.
To be filed.

Ref. Trans.p.15, 16 and 17 - Claimant admits receiving
the following goods.

1 wood and coal stove complete
1 tricycle
1 box (Trans.p.31 - trunk) of books
1 scooter
1 pair of roller skates
1 chesterfield and 2 chesterfield chairs
2 rolls of linoleum

And then in Trans.p.31

2 frying pans and 2 roasting pans
1 boy's wagon.

3. Harold H. Gallagher
Certificate dated
April 21, 1948 'shipped
some linoleum to Tashme,
Sept. 21/48.' To be filed.

Ref. Trans. p.20, line 12.

(d) Goods valued by claimant
at \$60.00 (approx.)

Abandoned, no value.

Witness: 1. Wm. Wills - Report
dated April 3, 1944.
To be filed.

(e) Goods valued by claimant
at \$40.00

Recorded, but now missing.

Witness: 1. C.B. O'Connor - Tenant -
Lease dated Aug.10, 1942,
provided for full use of
chattels. To be filed.

<u>Summary of Defence</u> <u>Witnesses</u>	<u>Where</u> <u>Required</u>	<u>Summary of Documents</u> <u>to be filed</u>	<u>Witness Proving</u> <u>Same</u>
J. R. Reid & Co.	1		
F. G. Shears	1, 2 (a)		
Wm. Wills	2 (a) (d)	Report dated Apr.3/44	
M. D. MacDonald	2 (c)		
C. B. O'Connor	2 (c) (e)	Letter dated April 27/43 Lease dated Aug. 10/42	
Harold H. Gallagher	2 (c)	Certificate dated Apr.21/48	

Form B
Form A

DEFENDANT'S BILL

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

(Mrs.) Tara ITO

File No. 1309

Case No. 1334

REAL PROPERTY CLAIM

(All claims shown are Gross)

1. Real Property Claim

\$2,000.00

Appraised at

1. \$900 - \$1000.

2. \$1400.00

Sold for

\$1400.00

Witnesses: 1. George Hamilton, Appraiser
of the London & Western Trusts
Company Limited. Exhibit No. 5,
dated April 2, 1942. Now deceased.

2. J.R. Reid & Co., Appraiser.
Exhibit No. 6, dated Nov. 5, 1943.
'Property in poor condition,
basement - wooden floor and
furnace in need of repair.'

3. F. G. Shears - to prove adver-
tisement for sale, Cat. #273,
and one (1) tender received,
\$1200.00.

Ref. Trans.p.9, line 29 - the claimant does not know how she arrived at the
price claimed for this real property.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

2. Chattel Claim

\$1056.75

(a) Goods valued by claimant
at \$186.50

(Auction)

Sale Price

\$46.10

Witnesses: 1. F. G. Shears - to prove sale
by auction.

2. Wm. Hills - Custodian
representative at Auction Sale.

(b) Goods valued by claimant
at \$24.00 (stairway carpet) Fixture - (Sold with real property)

Ref. Trans.p.31, line 20 and following - 'All carpets claimed
for are linoleum; Thus they would ordinarily be nailed
to the floor and considered a fixture. See also:
Trans.p.21, line 4.

(c) Goods valued by claimant
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Shipped.

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Exhibit No. 8, dated
Sept. 14, 1943.

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dated April 27, 1943.
To be filed.

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1 chesterfield and 2 chesterfield chairs
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And then in Trans.p.31

2 frying pans and 2 roasting pans
1 boy's wagon.

3. Harold H. Gallagher

Certificate dated
April 21, 1948 'shipped
some linoleum to Tashme,
Sept. 21/48.' To be filed.

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(d) Goods valued by claimant
at \$60.00 (approx.)

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Witness: 1. Wm. Wills - Report
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To be filed.

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Witness: 1. C.B. O'Connor - Tenant -
Lease dated Aug.10, 1942,
provided for full use of
chattels. To be filed.

<u>Summary of Defence</u> <u>Witnesses</u>	<u>Where</u> <u>Required</u>	<u>Summary of Documents</u> <u>to be filed</u>	<u>Witness Proving</u> <u>Same</u>
J. R. Reid & Co.	1		
F. G. Shears	1, 2 (a)		
Wm. Wills	2 (a) (d)	Report dated Apr.3/44	
M. D. MacDonald	2 (c)		
C. B. O'Connor	2 (c) (e)	Letter dated April 27/43 Lease dated Aug. 10/42	
Harold H. Gallagher	2 (c)	Certificate dated Apr.21/48	

CASE NO. 174.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

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

18

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

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

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HENDER, Esq.,

appearing for the
Dominion Government.

ROGER GUINOT, Esq., K.C.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANFORD, Esq.,

Official Interpreter.

T.P. HORNBY, Esq.,

Official Reporter.

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Mrs. T. Ito,
Ex Chief,
Discussion.

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

MR. QUINCY: 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 form 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.
10 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. QUINCY:

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

20 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.
Tera Ito with inventory of personal chattels
attached thereto in the amount of \$1056.75, and
30 say whether \$1056.75 represents the true amount of

3
Mrs. T. Ito,
In Chief.

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 your true claim?

A Yes.

Q For personal chattels?

A: Yes.

Q Would you kindly file this which bears your true signature as Exhibit 2?

A: Yes.

(DOCUMENT MARKED EXHIBIT NO. 2).

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

20 THE COMMISSIONER: For the record, Mr. Reporter, this is a joint claim by the claimant, Mrs. Teru Ito, and Junji Ito. Does that joint feature relate only to the real estate, or does it relate to the chattels?

MR. QUINN: Q: Mrs. Ito, did you understand the question of his Lordship?

A: Yes.

Q Are you making a joint claim both for the personal chattels and for the real estate, or for only the real estate?

A: For both

the real estate and chattels.

30 Q You make a joint claim for your husband and yourself as per the power of attorney which I ask to

4
Mrs. T. Ito,
In Chief.

file as Exhibit 3, signed May 21st, 1946, in
the presence of a witness?

A Yes.

(POWER OF ATTORNEY MARKED EXHIBIT NO. 3).

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

MR. HUNTER: I don't think so.

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

MR. HUNTER: No.

MR. QUINN: I needn't file this then.

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

MR. QUINN: 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? At 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? At 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? At Yes, sir.

Mr. Reid that bought the house --

30 Q Mr. J.R. Reid.

At Mr. J.R.

5
Mrs. T. Ito,
In Chief.

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. QUINCY: 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 as our
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,

6
Mrs. T. Ito,
In Chief.

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?

At No.

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

A He repaired it when we bought that house.

20 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 be very much smaller.

20 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. QUINCY: Yes, my lord.

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

MR. QUINCY: 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

7
Mrs. T. Ito,
In Chief.

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. QUINET: No, he didn't.

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

MR. QUINET: 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. Quinet. Perhaps you would prefer to have it put now so you can fill 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 and put in a lot of work into it, and every room

Mrs. T. Lee,
In Chief.

in the house was redecorated, and there was no
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. QUINCY: May I follow that up?

THE COMMISSIONER: Yes, please do.

10 MR. QUINCY: You claim there was new flooring and steps
in the basement and a new board walk around the
house 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?

20 A: It does not
represent labour.

Q He hasn't included his labour?

A He hasn't 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.

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

Mrs. T. Ita,
In Chief.

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 roof 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.

20 Q You claim improvements for a total of \$975.00, which added to the cost-price 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.

30 A I don't know how it is figured out, but I just have figured it out that way, I suppose.

Mrs. F. Ito,
In Chief.

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. QUINET: Thank you.

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

was
property/sold for its 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 Tomu Ito, dated
the 14th of June, 1948.

10

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 Be actually the purchase was in 1948, not 1939?

A I don't remember.

MR. GURNEY: 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.

"This property is located on the South side

3

Mrs. T. Ito,
Cross-Exam.

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 houses. 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-story frame house of five rooms with a basement, (beard 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). Loan, 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.

U
Mrs. T. Ito,
Cross-Exam.

"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).

20 MR. HUNTER: This property was advertised for sale under catalogue No. 273. In response to the advertisement a tender was received from F. Grompton 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 Grompton 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 Grompton as at the 3rd of December 1943, for \$1400.00 cash.

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

15-4
Mrs. F. 100,
Cross-Exam.

given credit for only \$1075.00, is that incorrect?

MR. HUNTER: No, 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. QUINAT: \$1400.00 was given as a credit.

THE COMMISSIONER: I was looking at the claim form.

10 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 \$1125.00. There was a reduction of \$50.00 in 1943.

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

20 (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.

3 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.

Mrs. T. Ito,
Grand-Jury.

(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.

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.

J. P. Harrobin
"J. P. HARROBIN"
OFFICIAL REPORTER.

(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?

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 want 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.

Mrs. T. Ito,
Cross-Exam.

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

A Many of these 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 these articles which you did not receive?

10

A: There

are so many small articles here that I can hardly

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.

Mrs. T. L. 100,
Cross-Exam.

- 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 sweater? 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.

Mrs. T. Ito,
Cross-Exam.

- 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 bank?
- 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 Hoes and fittings? A: No.
- 30 Q You are sure that nobody in your family got them,

Mrs. F. Ito,
Cross-Exam.

because I may tell you we are going to call this
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.

10 MR. QUINCY: 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
Mrs. Ito, should make a joint claim, or someone on
their behalf who was authorized to do so might have
received these 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 as 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. HESTER: Q: Have you checked with any other member
of your family to learn whether they received any?

MR. QUINCY: Again I must object.

30 THE COMMISSIONER: I can appreciate your difficulty
in which the witness finds herself. It may well
be the two claimants were evacuated to different
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. CHASE: That is clear. That settles it.

THE COMMISSIONER: You fully understand the question

19 counsel is putting to you in 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 goods to 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 plane going to
20 Tachoo?

A: No. My plane 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 Tachoo when you filed your claim?

A It has not been shipped to Tachoo.

Q Where is it?

A: It is in Vancouver at

the friend's place.

Q What was the plane which was removed from 2052

30 Triumph Street?

Mrs. T. Ito,
Cross-Exam.

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. Guimet 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. GUIMET: 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 Tacoma, 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

Mrs. T. L. L.,
Cross-Exam.

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.

10 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.

20 THE COMMISSIONER: Any re-examination?

MR. QUINET: Yes, my lord.

RE-DIRECT EXAMINATION BY MR. QUINET:

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 piano which you afterwards traced. Am I not right?

30 A Yes, sir.

Mrs. T. Ito,
Cross-Exam.
Re-Direct Exam.

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 phone 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 3, 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.

Mrs. T. Ito,
Re-Direct Exam.

Q You are absolutely sure of that?

A Yes.

Q Is now 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 testified 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 these rolls of linoleum?

10 A No.

Q As far as the piano is concerned, why are you so sure it was not sent to Tashiro? 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. QUINCY: 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 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. QUINCY: 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. QUINCY: 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. QUINCY: 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. QUINCY: And the second valuation by J.R. Reid,
which is a valuation of \$1,400.00, was made on
November 3, 1943, as appears in Exhibit 6. The
report is dated April 2, 1942.

THE COMMISSIONER: One and one-half years afterwards.

MR. QUINCY: 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. QUINCY: 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. QUINCY: 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. QUINCY: 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 Diocese of
British Columbia. Were you members of that church?

Mrs. T. Ito,
Re-Direct Exam.

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 by the vendor, the Anglican Synod, was sold in 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. QUINET: Might I have the question read?

THE REPORTER: (Reading).

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

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

MR. QUINET: 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.

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? At 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?

Mrs. T. Ito,
Re-Direct Exam.

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 these the Japanese doll and festival decorations mentioned in Exhibit 2 as worth \$200.00?

A Yes, sir.

10 Q You have two dates, 1931 and 1942. Why did you put those two dates in? Would that be the 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. QUINCY: 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 pins. We have had that explained.

10 MR. HUNTER: No. 3, I think, will be found to be Exhibit 8.

THE COMMISSIONER: Exhibit 8; and, P.P. No. 37

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. QUINCY: That looks like ¹⁰ought 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. QUINCY: 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. QUINCY: 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. QUINCY: Yes.

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

MR. QUINCY: 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 these.

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

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

MR. QUINCY: I am sorry.

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

MR. QUINCY: These articles are mentioned as having been shipped to her.

THE COMMISSIONER: Very good.

MR. QUINCY: 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?

Mrs. T. Ito,
Re-Direct Exam.

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 Not by Mr. Ito, your husband?

A No, sir.

20 Q It is said in Exhibit 7 that, in reference to 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. QUINCY: My lord, might we correct the inventory accordingly?

Mrs. T. Lee,
Re-Direct Exam.

THE COMMISSIONER: Yes.

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

THE COMMISSIONER: Yes; do.

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

Q Is that correct?

A Yes, sir.

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

MR. HUNTER: Asterisks?

MR. QUINCY: 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 these P.P.'s.

20 THE COMMISSIONER: I simply call attention to the special references in the right hand column of Exhibit 7.

MR. QUINCY: 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.