

6901

**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: OSAKA Otogoro

HOME ADDRESS: R.R.#2, Cloverdale, B.C. (Pratt Rd.)

REGISTRATION NUMBER 06861

SEX: male

AGE: 60

OCCUPATION: Farmer

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

EMPLOYER: self.

MARRIED? yes

NAME OF WIFE OR HUSBAND: Utano

ADDRESS OF WIFE OR HUSBAND: Eleanor (F)

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN: same

AGE OF CHILDREN: 10 yrs.

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

1. LOCATION AND DESCRIPTION: Title #71090E

Lots ① 2, & 3 of Blocks 1 and 2 of the SE quarter of Sec. 8, twp. 8
Map 2144 in the District of New Westminster, B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 10 roomed 2 storeyed wooden
frame dwelling house (2 houses joined) 8 chicken houses 1 barn
1 woodshed 1 garage

3. INSURANCE (Give particulars; state where policies are) none

4. TAXES (Amount and where payable) \$51.00 1941 paid at Cloverdale, B. C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) Wishes to lease properties,
to be left in the hands of F. Hughes, Cloverdale, B. C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. In owner's possession
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. none
9. IF FARM LAND STATE CROPS SOWN strawberry, asparagus, apple, cherry, trees, (to be leased with property)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. See page 1.

2. LANDLORD'S NAME AND ADDRESS.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID.

4. STATE WHEREABOUTS OF LEASE.

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN.

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

Complete farming equipment, furniture intact. (as at present)

Strawberry crates, carpenter's tools, etc.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

1 dog, 2 cats, to be left with lessee.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY none

Supplementary Note

OSAKA, Otagoro

Reg. #06861

Declarant has sold land to Mr. B. R. Whieley,
Gloverdale, for \$2,800.00 cash received.

Roll # 102 73

102 74

4. INSURANCE CARRIED ON ABOVE PROPERTY: none5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: none6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
none7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$100.00 War Savings Certificates both in owner's possession
\$400.00 Victory Bonds (1941 & 1942)8. BANK ACCOUNTS: none9. LIFE INSURANCE: none10. INTEREST IN ANY ESTATES OR TRUSTS: none11. SAFETY DEPOSIT BOX: Bank of Montreal, Cloverdale, B.C.**LIABILITIES:**1. PERSONAL DEBTS: none2. TRADE DEBTS: none

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 29th day of April 1942.

(Signature)

O. OsakaT. H. Williams

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Aug. 23/43.

Our File No. 6901

Full Name OSAKA Otagare
(Surname in Block Letters)

Registration No. 06861

Male - Female
(check)

Age June 12, 1882

Former Address R.R. #2, Cloverdale, B.C.

Date Evacuated 2/6/42 Naturalized - Canadian-Born - National
(check)

Present Address Ludwig Letal, Box 69,
Raymond, Alta.

Married - Single
(check)

Name of Wife Utano # 06859

Name of Husband —

Name of Mother — Name of Father —

Names of Children under 16 —

Eleanor (#) Feb. 22/32

Requested by ECG Registered with Custodian —
(Yes or No)

Additional Information Farmer. Owner of house
410 acres

1798, and
7839

6901

September 24, 1945.

Mr. Koshi NISHITANI, Reg. No. 08603,
President Japanese Buddhist Church, New Westminster,
c/o Floyd Miles,
Welling, Alberta.

Dear Sir:

Re: 123 - 13th Street, New Westminster,
Lot 4 of Lot 15, S12, 26, Sec 2123, S.W. 1/4.

We have been informed by Mr. F.O. Thomson, Barrister,
Vancouver, acting for Mr. Morris, New Westminster, that substitute
Trustees have been named to administer the property of the Japanese
Buddhist Church and that a sale is being considered by them for the
sum of \$2500.00.

We wish to let you know that an offer for this
property has been made by Mr. H.C. Garrison, Real Estate Agent, New
Westminster, on behalf of the Varco Mill Company, a subsidiary of the
Bose & Daughters of Norway, Branch 19, New Westminster, in the sum of
\$5000.00. A \$500.00 deposit is being held in safe-keeping in this
office and we have advised Mr. Garrison that we are reporting this offer
to you for consideration.

Other persons who have indicated a desire to buy this
property are listed below:

Mrs. A. Brinkster, 1305 Cariboo Street, New Westminster, B.C.
Messrs. Alfred S. Boland Ltd., 50-52 Sixth St., New Westminster.
Rev. Howard O. East, Pastor, 661 Columbia St., New Westminster.
Mr. George Hayes, 1204-2nd Street, New Westminster, B.C.
J. S. Fraser, 920 Agnes Street, New Westminster, B.C.
Mr. J. V. Hazzard, 1321 Auckland Street, New Westminster, B.C.
Mr. A.R. Prestage, 604 Columbia Street, New Westminster, B.C.
Mrs. S. J. Craigie, P.O. Box 532, New Westminster, B.C.

The above persons are being informed that the
Custodian will have no objection to conveyance of this property by the
registered owners after this office has been given an opportunity to
approve of the sale. The Custodian will co-operate as far as possible
in completing a satisfactory transaction.

Mr. Kohel BISHIAMA,

2.

September 24, 1946.

Could you please refer this matter to your
associate trustees and let us know your wishes as soon as possible.

A copy of this letter is being sent to each of
the Trustees named in the resolution which purports to set out their
appointment.

Yours truly,

A. G. Searles,
Administration Department.

AGS:70

6901
September 24, 1946.

The following is a list of the Five Trustees named in a resolution accompanying a conveyance of Japanese Buddhist Church, New Westminster to Harris, drawn by Mr. Thomson. The addresses have been obtained from the Department of Labour, September 23, 1946.

File 10198. - Kohel NISHIGUCHI,
Reg. No. 08685,
c/o Steve Vucurevich,
Raymond, Alberta.

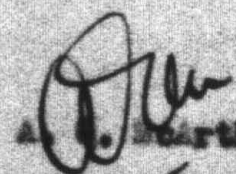
File 3891 - Saotaro SHIMADA,
Reg. No. 12598,
c/o Angela Barnes,
Raymond, Alberta.

File 6901 - Otagoro OKADA,
Reg. No. 06861,
c/o C. W. Salmon,
Raymond, Alberta.

File 4329 - Gempai Fukunaga,
Reg. No. 12604,
c/o H. B. Seward,
Welling, Alberta.

File 1708 - Kohel Nishiyama,
Reg. No. 08483,
c/o Floyd Wilde,
Welling, Alberta.

AGH:AS


A. J. MacArthur.

6901

March 2nd, 1945.

Mr. Otagoro OSAKA,
Registration No. 06861,
c/o Mr. Ludvig Letal,
Box 69,
Raymond, Alta.

Dear Sir:

The following claim has been lodged against you with the
Custodian:-

Komura Bros.\$ 1.45

If you agree that the above claim is correct, please let
us have a cheque in settlement. The cheque should be made payable
to the "Custodian of Enemy Property". If you disagree with the claim
kindly supply this office with full particulars in order that the claim
may be investigated further.

Yours truly,

AMcA:ND

A. McAllister,
Claims Department.

Richardson

CODES | A. B. C.
MORSE & NEAL
WESTERN UNION

HAMILTON READ & PATERSON
HAMILTON READ E. L. PATERSON, M.A.
BARRISTERS AND
SOLICITORS

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
MAY 16 1942

1011-1014 ROGERS BUILDING
470 GRANVILLE STREET,

VANCOUVER, B. C.

CANADA

May 16th, 1942

The Custodian and Deputy Comptroller of Enemy Alien Property,
675 Hastings Street West,
VANCOUVER B.C.

Sir:

File # 6901

ATTENTION MR. RICHARDSON
RE: OTOGORO OSAKA

This man had a farm near Cloverdale in the Municipality of Surrey and you have a record that he was the owner of lots 1, 2 and 3 of Blocks 1 and 2 in the subdivision of the South East quarter of Section 8 Township 8 District of New Westminster Map 2144.

Actually Otogoro Osaka owned Lots 2 and 3 only having sold lot 1 in the year 1931

Our client Mr. A. E. Swanson entered into an agreement with Osaka for a lease of the farm for a period of two years and the purchase of his poultry stock and we are instructed that Mr. Swanson's father-in-law, Mr. W. W. Curties, was in communication with you with regard to the matter and you requested he should advise you when the deal was completed. We have accordingly been instructed to write you as to the position.

Mr. Swanson was prepared to carry out his arrangement and pay \$25.00 deposit and attended at the farm on the 4th instant for the purpose of paying the balance of the year's rent and the price of the poultry stock in the sum of \$1075.00. Osaka then demurred and desired to sell the farm as well as the stock. Subsequently on the 5th instant, our client agreed to purchase both farm and poultry stock for cash but no memorandum in writing was signed by either. Osaka was to come to Vancouver on the 6th instant for the purpose of completing the transaction. He telephoned on the morning of the 6th instant and stated he could not come to the city and appeared doubtful of carrying out his agreement to sell. Our client then informed him that he was prepared to carry out the agreement for the lease and sale of the poultry stock, and insisted upon the same being completed.

The Custodian

Page 2.
May 16, 1942
Re: Osaka

He then consulted us on the 6th instant and we learned that on the afternoon of the 5th instant Osaka had sold the land to one Whiteley and we were subsequently informed that the poultry stock was sold apparently to some other person.

We immediately commenced an action against both Osaka and Whiteley for specific performance of the agreement to lease and for the sale of the poultry or in the alternative for damages, and this action is now pending. Mr. H. J. Sullivan K. C. of New Westminster is representing both Osaka and Whiteley.

Mr. Sullivan informs us that Osaka is likely to be sent to Alberta within the next day or two. We take it that there is no way in which Osaka can be prevented from removing his moneys from the Province.

Yours truly

HAMILTON READ & PATERSON

Per *Chas.*

ELP/GAP

In the presence of G. W. McPherson, Authorized Deputy of the Secretary of State and/or Custodian, we, the undersigned, Arthur Edwin Swanson, Otogoro Osaka and Ben Whiteley, agree to settle the dispute referred to in County Court Action No. 134 on the following conditions:

Mr. Osaka is to pay Mr. Swanson the sum of Five Hundred Dollars (\$500.00) as unliquidated damages and does so forthwith by cheque which, upon payment, will be considered as a settlement of his interest in the action.

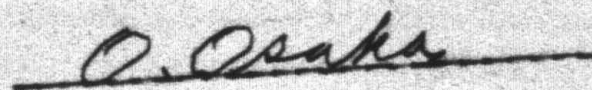
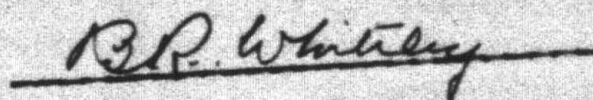
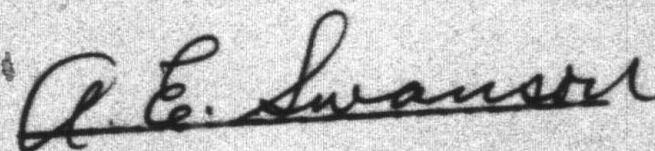
Mr. Whiteley, as unliquidated damages, will pay Twenty-five Dollars (\$25.00) to Mr. Swanson by cheque payable to W. W. Curtis, Mr. Swanson's father-in-law, this being considered as a refund of the deposit paid. Mr. Swanson undertakes, upon payment of both of these cheques, to have his lawyer discontinue the action now pending and to pay his own lawyer's fees, the other parties paying their respective lawyers.

Dated at Vancouver, B. C. this 20th day of May, 1942.

Witness



(G. W. McPHERSON)
Authorized Deputy of the Secretary
of State and/or Custodian



No. 134 /1942.

IN THE COUNTY COURT OF WESTMINSTER

HOLDEN AT NEW WESTMINSTER

BETWEEN:

ARTHUR EDWIN SWANSON

PLAINTIFF

AND:

OTOGORO OSAKA and
BEN WHITELEY

DEFENDANTS

PLAINT

1.- The Plaintiff resides at 4633 7th Avenue West in the City of Vancouver in the County of Vancouver in the Province of British Columbia.

2.- The Defendant Osaka resides at Pratt Road near the Village of Cloverdale in the Municipality of Surrey in the County of Westminster in the said Province. The Defendant Whiteley resides at Cloverdale aforesaid or also upon the premises on Pratt Road aforesaid.

3.- On the 2nd day of May, A. D. 1942, it was verbally agreed between the Plaintiff and the Defendant Osaka -

(a) That the Defendant Osaka would Lease to the Plaintiff the premises then occupied by him and situate on Pratt Road in the Municipality of Surrey aforesaid for a period of one year from the 2nd day of May 1942 at a rental of \$250.00 payable in cash.

(b) That at the expiration of the said term of one year the Plaintiff should have the right to rent the

*New Westminster
Registry
May 7-1942*

*Real
C.C.W.*

said premises from month to month at a monthly rental of \$15.00 and which tenancy should be terminable by the giving of three months notice.

- (c) The Defendant Osaka would sell to the Plaintiff the poultry situate upon the said premises for the price of \$900.00, the purchase price to be payable in cash.
- (d) The rent and the purchase price of the poultry should be paid on the 4th day of May 1942.
- (e) That possession of the said lands and premises should be given to the Plaintiff on the 6th day of May 1942.

4.- Subsequently, on the said 2nd day of May, the poultry was counted by the Defendant Osaka and the culls were put aside and it was ascertained that there were 835 birds aged one year and 239 birds aged two years and approximately 250 "broiler" birds which were not actually counted.

5.- On the 3rd day of May 1942 it was verbally agreed between the Plaintiff and the Defendant Osaka that upon the actual count of the poultry the price should be the sum of \$850.00 instead of the said sum of \$900.00.

6.- The sum of \$25.00 was paid by the Plaintiff to the Defendant Osaka as a deposit and in part payment of the said rent and a Receipt for the same and an informal Memorandum of the Agreement for the said Lease and sale of the said poultry was signed by the Defendant Osaka and delivered to the Plaintiff. The Defendant Osaka agreed to accept payment

of the balance of the rent and the purchase price of the said poultry, namely the sum of \$1075.00, by a cheque to be certified by the Bank (upon which it was drawn). The Plaintiff will ask leave to refer to the said Receipt and Memorandum on the trial of this action.

7.- On the 4th day of May 1942 the Plaintiff attended at the premises of the Defendant Osaka in the Municipality of Surrey aforesaid for the purpose of completing the said transaction and thereupon tendered to the Defendant Osaka a certified cheque for the sum of \$1075.00, being the cheque referred to in the immediate preceding paragraph. The said cheque was refused by the Defendant Osaka who then informed the Plaintiff that he did not want to Lease his premises but desired to sell the same.

8.- During the 4th day of May 1942 negotiations took place between the Plaintiff and the Defendant Osaka for the purchase by the Plaintiff of the Defendant's premises and poultry stock in place of the leasing of the premises and purchase of the poultry stock.

9.- On the said 4th day of May the Defendant Osaka agreed verbally to sell the said premises and poultry stock and equipment at the price of \$3750.00 to the Plaintiff and it was agreed that the Defendant Osaka should come to Vancouver on the morning of the 5th day of May 1942 for the purpose of completing the said sale and purchase.

10.- On the 5th day of May 1942 the Defendant Osaka informed the Plaintiff by telephone that he would not come to Vancouver to complete the said sale as agreed and the Plain-

tiff, by his agent one Curties, then informed the Defendant Osaka that he proposed to enforce the Agreement for Lease and Purchase of the poultry stock and equipment.

11.- Subsequently, on the 5th day of May 1942, the Solicitors for the Plaintiff were informed by the agent of the Defendant Osaka, his daughter, that the said Defendant had sold the said premises and poultry to his co-Defendant, Whiteley.

12.- On the 6th day of May 1942 the Plaintiff attended at the said premises with the said cheque hereinbefore referred to and tendered the said cheque to the Defendant Osaka and demanded possession of the premises and poultry stock and equipment and Plaintiff handed to Defendant Osaka a demand in writing for possession of the said lands and premises. The Plaintiff will ask leave to refer to the said demand on the trial of this action. The Defendant Osaka then informed the Plaintiff that he had sold the premises and poultry stock and equipment to the Defendant Whiteley and Whiteley then and there informed the Plaintiff that he had purchased the said premises, poultry stock and equipment and was then in possession and requested the Plaintiff to leave the premises.

13.- The Plaintiff, on the 6th day of May 1942, caused a search to be made of the title to the said lands and premises at the Land Registry Office at New Westminster and then ascertained that an application had been made by the Defendant Whiteley for registration of a Deed of the said lands and premises from the Defendant Osaka to himself Whiteley.

14.- Plaintiff further says that at all times material the Defendant Whitely was aware of the said Agreement for Lease made between the Plaintiff and Defendant Osaka and notwithstanding the said knowledge the Defendant Whiteley obtained from the Defendant Osaka a Deed of said lands and premises.

15.- The Defendant Whiteley, with the knowledge pleaded in the immediately preceding paragraph, unlawfully induced his Co-Defendant Osaka to repudiate the said Agreements made between the Defendant Osaka and the Plaintiff with the intent that the Defendant Osaka would convey and transfer the said premises and poultry stock to him, the Defendant Whiteley.

16.- The said lands and premises are described as follows:- Lots 2 and 3 of Blocks 1 and 2 in the subdivision of the South East Quarter of Section 8, Township 8, in the District of New Westminster, according to Map Number 2144, deposited in the Land Registry Office at the City of New Westminster.

17.- Both Defendants reside in the County of Westminster, within the jurisdiction of this Court.

WHEREFORE the Plaintiff claims against the Defendant Osaka:-

- (1) Specific performance of the said Agreement for Lease as herein pleaded in paragraph 3 hereof.
- (2) Specific performance of the Agreement for sale of the said poultry stock pleaded in paragraphs 3 and

5 hereof.

- (3) In the alternative to pleas 1 and 2, damages for the loss of profits. The Plaintiff limits said damages to \$1000.00.

PLAINTIFF claims against the Defendant Whiteley:-

- (1) A Declaration that the conveyance of the said lands and premises from the Defendant Osaka to the Defendant Whiteley is subject to the said Lease to the Plaintiff.
- (2) For possession of the said lands and premises for the term of the said Lease.
- (3) For delivery of the said poultry stock.
- (4) Damages.

DATED at Vancouver, British Columbia, this 7th day of May, A. D. 1942.

.....
Solicitors for the Plaintiff

THIS PLAINT AND SUMMONS is filed and issued by Hamilton Read & Paterson whose place of business is at 1011 Rogers Building, 470 Granville Street, Vancouver, B. C. and whose address for service is at the office of Messrs. Lidster & Allison, 713 Columbia Street, New Westminster, B. C.

TO: The Defendants



FORM 3.

[SEAL.]

SUMMONSNo. of Complaint, **134 /1942.****In the County Court of WESTMINSTER**holden at **NEW WESTMINSTER**

Between

ARTHUR EDWIN SWANSON

Plaintiff,

and

OTOGORO OSAKA and BEN WHITELEY

Defendant. #

TAKE NOTICE that, unless within eight days [or fifteen days where the defendant is served in an unorganized district] after the personal service of this summons on you, inclusive of the day of such service, you file with the Registrar of this Court, at **New Westminster, B.C.**, a dispute note,

Claim	\$	cts.
(See Plaintiff)		
Fee for plaint	1	00
Solicitor's costs	6	75
Total		

dated and signed by yourself or your Solicitor, in answer to the claim which the Plaintiff makes on you, as per margin, the particulars of which are hereunto annexed, the Plaintiff may proceed in this action, and judgment may be given against you in your absence. If you file the dispute note with the Registrar within the time specified, the

Registrar will send you by post notice of the day upon which the action will be tried, or the Judge will sit to fix a day for trial.

Sealed by the Registrar with the Seal of the above County Court this **7th**day of **May**, A.D. 19 **42**.

To the Defendant.

N.B.—This summons must be served personally on the defendant within a period of twelve months from the date thereof, or within such extended period as may be allowed.

Hours of attendance at the office of the Registrar, from 10 a.m. till 4 p.m., except on Saturdays, when the office will be closed at 12 o'clock, and except during vacations.

(Cut here when Dispute Note is to be filed.)

FORM No. 6.

DISPUTE NOTE.In the County Court of **Westminster**No. of Complaint, **134 /1942**holden at **New Westminster****ARTHUR EDWIN SWANSON**

versus

OTOGORO OSAKA and BEN WHITELEY

I intend to defend this action on the following grounds:—

1.

Dated this

day of

, 19

Defendant.

(Address for service is _____)

(* To be filled in by Registrar previous to issue of summons.)

6th May, 1942.

I HEREBY DEMAND POSSESSION of the lands and premises now occupied by you and which you agreed to Lease to me by Agreement dated the 2nd day of May, A. D. 1942 and that you immediately deliver to me possession of the poultry which by the said Agreement you agreed to sell to me, namely 885 one year old chickens, 239 two year old chickens and approximately 250 broilers.

Yours etc.

A. E. Swanson

To O. OSAKA,
Pratt Road,
Cloverdale,
B. C.

Li 6901

No chattel involved
as they were sold complete
together with house & property
prior to evacuation of
Japanese.

23/6/49
W.S.