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付録 / 1951年10月7日付総理のシーボルト大使あて要請書簡

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October 7, 1951.

My dear Ambassador,

The signing of the peace treaty and the Japanese-American Security Pact is a source of profound gratification to the Japanese people. It is with great expectations that our nation is looking forward to their effectuation.

For it means that the Allied occupation of Japan comes to an end and the American forces in Japan will remain as security forces in accordance with the terms of the Security Pact. All Japanese are counting on visible and substantial changes in their immediate surroundings, which sentiment is quite understandable, they having been placed under occupation in the last six years.

These universal expectations among Japanese must not be ignored by the governments or leaders of either Japan or America. To meet the expectations of the Japanese man in the street to the maximum is to consolidate the foundation for permanent friendship between the two countries. And it is, indeed, a prerequisite to the achievement of the objectives of the Japanese-American Security Pact.

How then are these Japanese expectations to be met?
It is presumed that the question is being carefully studied
by the American authorities in Tokyo and Washington.

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I am addressing this letter to you believing that a few suggestions may not be out of place, my government being in a position to know the sentiments and aspirations of the Japanese people in this respect.

In order to furnish tangible evidence of the transformation of the occupation forces into security forces, it is suggested that the following measures would prove most effective:

(a) To transfer the headquarters of American forces to an appropriate place outside the center of a large city.

(b) To release the wharf and warehouse facilities at such trading ports as Yokohama and Kobe, which are now under requisition, and to release also the business and industrial buildings in urban areas, so as to help Japan achieve economic self support. (Table 1 lists those buildings for the release of which repeated petitions have been submitted to the Japanese Government authorities concerned.)

(c) To release the school buildings now under requisition, so as to alleviate the acute housing shortage for public education. (Refer Table 2.)

(d) To release hospitals and hotels which are now under requisition, with the exception of those absolutely necessary for the security forces, it being considered that current extensive and exclusive use will no longer be necessary in future.

(Refer Tables 3 and 4.)

(e)

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(e) To release the private residences (over 2,000) now in occupation use, provided that they may be continued to be used by the security forces on commercial basis when the owners so desire.

The above-mentioned measures may be under the consideration of the American Government. But at this time of transition, I would like to ask you to extend good offices so that the American authorities would give favourable and sympathetic consideration to these matters insofar as the circumstances may permit. My government officials concerned will be available at any time you wish for consultation on various matters which will no doubt accrue in the implementation of these measures.

Yours sincerely,

Shigeru Yoshida

His Excellency
William J. Sebald,
United States Ambassador,
Tokyo.

P.S. Tables will be submitted later.

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Table 1

List of those buildings for the release of which repeated petitions have been submitted to the Japanese Government authorities concerned.

October 1, 1951

Special Procurement Agency

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Hokkaido S.P.B. Jurisdictional Area

No.	Currently Named	Use	Location	Owner
JPNR 3046	Asahikawa C.I.C. Office	Office	Ichijo-dori Asahikawa City	Asahikawa Red Cross Hospital
" 2961	Hakodate M.P. Office	"	Toyokawa-cho Hakodate City	Hakodate Aquatic Product K.K.
" 2962	Hakodate C.I.C. Office	"	Suehiro-cho Hakodate City	Sato Kikuji
" 3280	Otaru C.I.C. Office	"	Shikinai-cho Otaru City	Mitsui Bussan K.K.
" 4206	Muroran C.I.C. Office	"	Chazu-machi Muroran City	Japan Steel K.K.
	Kitami C.I.C. Office	"	Kitami City	Kitami Municipal Office
" 3107	Kushiro C.I.C. Office	"	Urami-machi Kushiro City	Kuribayashi Shiro
" 3156	Sapporo C.I.C. Office	"	Sapporo City	Hokuryo Property Custody K.K. 1 other
" 3128 3022	Sapporo C.I.C. Office	"	"	Daitokyo Fire & Marine Insurance K.K. Life Insurance Government
" 3025	Sapporo Civil Affairs Team Office	"	"	Asahi Life Insurance K.K.
" 3104	Sapporo C.I.C. & E.S.S. Office	"	"	Koshiyama Yuji
" 1488	Sapporo R.P.E. Detachment Office	"	"	Tomiooka Life Insurance K.K.
" 2870	Sapporo C.I.C. Office	"	"	Ueda Kichiji Government

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JPNR	Location	Ware-house	Higashi Hama-cho Hakodate City	Kijima Koichi
2966	Hakodate Kijima Ware-house			
" 2869	Sapporo Yamanouchi Ware-house	"	Sapporo City	Yamanouchi Pharmaceutical K.K.
3116	Sapporo Consulate	Mission	Kita 5, Nichi 8, Sapporo City	Ito Toyoji
3116	Hakodate Motor Pool R & U Office	Office	Hakodate City	Hakodate Ware-house K.K.
3050	Sapporo Motor Pool	Factory	Sapporo City	Sales & Agriculture Ass'n Government
3958 3136 3114	Sapporo Work Shop	"	"	Japan Mill K.K. Government
3023	Sapporo Coca Cola Plant	"	"	Daido Industry
3235	Sapporo Motor Pool	"	"	Homma Industry K.K.
	Asahikawa Receiving Station	Tele-communication	Tokiwa Asahikawa	Asahikawa City
	Hakodate Receiving Station	"	Shitami-machi Hakodate	Hakodate City Government

Sendai S.P.B. Jurisdictional Area

<u>No.</u>	<u>Currently named</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
2934	Fuel Association Office	Office	Akita City	Akita Fuel Association
228	Formerly C.I.C.	"	Shinmachi Aomori City	Kimura Kisaburo
2456	Aomori C.I.C. "	"	Shinhama-machi Aomori City	Public owned Nihon Tsuun Aomori Branchot
2295	Sendai C.I.E.	"	Sendai City	Meiji Life Insurance
2305	Tohoku Civil Affair Team	"	"	Fukoku Life Insurance
2450	C.L.D.	"	"	Toho Life Insurance
2216	Akita C.I.C.	"	Akita City	Bank of Akita
3804	Fukushima C.I.C.	"	Fukushima City	Fukushima Teachers' Association of Fukushima Prefecture Government and public owned
2728 1397	Niigata C.I.C. Office	"	Higashi nakadori Niigata City	Niigata Associated Co-operative Society
3381	Iwaki Depot	Ware house	Ishimaki City Miyagi-Ken	Iwaki Seijiro
2287	Sendai C.I.E.	Office	Sendai City	Chuo Life Insurance
2294	Sendai Naga-machi Warehouse	Ware-house	Sendai City	Government Railway
4000	Shiogama Naval Garrison	"	Shiogama City	Shiogama Warehouse K.K.
1884	Niigata City Warehouse	"	Central wharf Numazato Niigata City	Nihonkai Liner K.K.
5102	Norin Warehouse	Ware-house	Numazato Ushikaido Niigata City	Government

Tokyo S.P.B. Jurisdictional Area

<u>No.</u>	<u>Currently Named</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
1306	Old Kaijo Bldg.	Dwel-ling	Chiyoda-ku	Tokyo Marine & Fire Insurance K.K.
2445	Yaesu Bldg.	"	"	Mitsubishi Jisho K.K.
2443	Yurakukan	"	"	Nihon Petroleum K.K. Mitsubishi Jishobu
2877	Osaka Bldg.	"	"	Osaka Bulding K.K. Fukoku Seimei K.K.
2907	Nomura Life Insurance Bldg.	"	"	Nomura Seimei Hoken Sogo K.K.
2548	Shinko Seimeikan	"	"	Nihon Seikatsu Ass'n, Tokyo-to
2674	Shufu no Tomo-sha	"	"	Shufu no tomo-sha Central Horse Ass'n
4048	Kaiko-sha	"	"	Government
2843 2818	Gunjin Kaikan	"	"	Zaidan Hojin Fujin Koseikai
2571	Sankaido	"	"	Kamata Kumakichi Shakai-do Government
2915 2321	Mantetsu Bild-ing	"	"	Closed Institution Liquidation Committee
4223	Kawatacho-Kaikan	"	"	Ueda Kinjuro
2933	Y.M.C.A.	"	Shinjuku-ku	Y.M.C.A.
2446	Y.W.C.A.	"	Chiyoda-ku	Dainihon Jishi Shakai Kyoiku-Kai Government

1342	Honcho-Kaikan	Dwel- ling	Chuo-ku	Daisan K.K. 2 others
1404	Bond exchange	"	"	Taihei Real Property K.K.
2444	Ajinomoto Bldg.	"	"	Sanei Real Property K.K. 3 others
3426	Bunka Apart	"	Bunkyo-ku	Nihon Publication Association & Other
1942	Megro Office, Agriculture & Forestry Central Bank	"	Shinagawa-ku	Agriculture & Forestry Central Bank, Yukawa Mototoshi
70	Aoi Kaikan	"	Shibuya-ku	Welfare Bureau Tokyo Munici- pality
2602 2798	New Kaijo Bldg.	Office	Marunouchi Chiyoda-ku	Tokyo Marine & Fire Insurance K.K. Police Association
2792	Mitsubishi Main Bldg.	"	"	Mitsubishi Petroleum K.K. Showa Real Property K.K.
1272	Naka 12 gokan No. 5	"	"	Kanto Real Property K.K.
2160	Naka 15 gokan	"	"	Yowa Real Property K.K. Hitachi works K.K.
3614	Naka 11 gokan	"	"	Kanto Real Property K.K.
1721	Higashi 7 gokan	"	"	" 8 others
4017	Mitsubishi 21 gokan	"	"	"

3433	Mitsubishi Shoji Bldg.	Office	Marunouchi Chiyoda-ku	Kowa Industry K.K.
2842	Meiji Bldg.	"	"	Meiji Life Insurance Mutual Co.
2727	Naigai Bldg.	"	"	Naigai Bldg. K.K.
1575	NYK Bldg.	"	"	Yowa Real Pro- perty K.K. Nihon Liner K.K. Kawasaki Steamer K.K.
1593 3551	Daiichi Seimei Bldg.	"	Yuraku-cho Chiyoda-ku	Daiichiseimei Hoken Sogo K.K. Tokai Denkyoku Seizo K.K.
3537	Taisho Seimei Bldg.	"	"	Taisho Life Insurance Mutual Co.
3432	Norin Chuo Kinko	"	"	Norin Chuo Kinko
3548 3590	Hibiya Asahi Seimeikan	"	"	Asahiseimei Hoken Sogo Co. Hibiya proprietary Co.
3429	Matsumura Bldg.	"	Uchisaiwaicho Chiyoda-ku	K.K. Matsumura- Gumi
2787	North China Traffic Bldg.	"	"	Chowa Petroleum K.K.
1585	NHK Bldg.	"	"	N.H.K.
3672	Annex to Kangyo Bank (including Part of the Main Bldg.)	"	"	Kangyo Ginko
2862	Shimazu Bldg.	"	Mitoshiro-cho Chiyoda-ku	Shimazu works Horikoshi Yoshio and 53 Tokyo-to
2865	Mitsui Bldg.	"	Nihonbashi Muro-machi Chuo-ku	Mitsui Real Property K.K.

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3536 1595	Kokubu Daiichi Bldg.	Office	Nihonbashi- dori Chuo-ku	Unlimited partnership Kokubu-Shoten
2786	Toshibakan	"	Ginza Nishi Chuo-ku	Kyodo Tatemono K.K. 3 others
2424	Kurosawa- Shoten	"	"	Kurosawa Teijiro
2168	Kobikicho Separate Bldg. of Nihon Seitetsu K.K.	"	Kobikicho Chuo-ku	Yahata Iron Work K.K.
3766	Shirokiya	"	Nihonbashi- dori Chuo-ku	Shirokiya
3542 1712	Matsuya Department Store	"	Ginza Chuo-ku	K.K. Matsuya
3611 2910 3647	Hattori Tokei ten	"	"	Yamada Katsuzo 6 others Tanaka Shigeo 7 others Hattori Watch Shop K.K.
2437	Akashi Primary School & Central Aquatic Product Industry Ass'n	"	Akashi-cho Chuo-ku	Tokyo-to Closed Institution Liquidation Committee
3562	Japan Seamen Relief Ass'n	"	"	Japan Seamen Relief Ass'n
816	Korean Govern- ment-General's Bldg.	"	Shiba-tamuracho Minato-ku	Korean Govern- ment General Kotsukyoku Kyosaikai
3554	Nihon Fuel Bldg.	"	"	Nihon Fuel K.K.
1122	Tameike Shop Nihon Motor Vehicle	"	Akasaka Tameike Minato-ku	Nihon Motor Vehicle K.K.
4070	Control Office	"	Azabu Torii- zaka Minato-ku	Jitsuyoshi Junro
2905	Shiba Credit Ass'n	"	Minato-ku	Shiba Credit Ass'n

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1379	Yoseikan	Office	Minato-ku	Tokyo-to
3409	Nihon-Tsuun Hitotsubashi Garage	Factory	Chiyoda-ku	Nihon-Tsuun
2859	Akashi Garage	"	Chuo-ku	Akashi Garage K.K.
3406	Daimon Garage	"	Minato-ku	Tokyo-to
2176	Tachikawa Aircraft Co.	"	Takamatsucho Tachikawa City	Tachikawa Aircraft Co.
4106	Showa Aircraft Factory	"	Showamachi Kitatama-Gun	Showa Aircraft K.K.
1615	International College	Education	Meguro-ku	International College
2873	Kasan Hall	Recreation	Kasumigaseki Chiyoda-ku	Kasan Club & Kasan Hall
3668	Jyosui Hall	"	Kanda Hitotsu- bashi Chiyoda- ku	Jyosui-kai
2850	Gakushi Hall	"	Kanda Nishiki- cho Chiyoda-ku	Yasuda Hozensha Gakushi-kai
1709	Tokyo Hall	"	Marunouchi Chiyoda-ku	Kanto Real Property K.K. Tokyo-kaikan
2785	New Tokyo	"	Yuraku-cho Chiyoda-ku	Unlimited Partnership New Tokyo
2386	Tokyo Takara- zuka Hall	"	"	Toho K.K.
2837	Kokugikan (Memorial Hall)	"	Higashi Ryogoku Sumida-ku	Dainihon Sumo Kyokai Tokyo- to
3036	Yamada Garage	Trans- portation	Honjo Yokozuna- machi Sumida-ku	Yamada Masaaki 2 others
3109	Shinjuku Motor pool	"	Shinjuku Shinjuku-ku	K.K. Nakamura
4184	Marunouchi Teikoku Life Insurance Bldg.	Office	Chiyoda-ku	Asahi Life Insurance Mutual K.K.

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2821	Saitamakaikan	Office	Saitama Pref.	Saitama Pref.
329	Credit Ass'n Bldg.	"	Chiba Pref.	Chiba Credit Ass'n.
1703	Misaki Factory Nihon Cold Storage	Ware-house	Chiyoda-ku	Nihon Cold Storage K.K.
2692	Nomura Construction	"	Chuo-ku	Nomura Construction K.K.
1200	Shibusawa Warehouse	"	"	Shibusawa Warehouse K.K.
3398	Mitsui Warehouse	"	"	Mitsui Warehouse K.K.
2872	Toyo Industry Office	"	"	Toyo Industry K.K.
2795	Kondo Warehouse	"	"	Kondo-Shoji K.K.
3162	Garage, Anzen Motor Vehicle	"	"	Anzen Motor Vehicle K.K.
4168	Tsukiji Market	"	"	Tokyo-to
2797	Nihon Food Warehouse	"	"	Nihon Food Warehouse K.K.
1473	Nihon Warehouse & Dry Storage	"	"	Nihon Warehouse and other
1551	Q M Depot	"	Minato-ku	Asahi Ice Manufacture & Cold Storage K.K. 43 others
39	Nihon Cold Storage	"	"	Nihon Cold Storage K.K.
1320	Central Industry Factory	"	Kita Adachi-Gun	Central Industry K.K.
4212	Chugai Fire Industry Factory	"	"	Chugai-Kakohin Factory
3110	Tokyo Bankers Ass'n	Recreation	Chiyoda-ku	Tokyo Bankers Ass'n

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1724	Mitsubishi Warehouse	Recreation	Chuo-ku	Mitsubishi Warehouse K.K. and other
69	Nishimatsugumi Bldg.	Transportation	Minato-ku	K.K. Nishimatsugumi, Government
3673	Isetan	Other	Shinjuku-ku	K.K. Isetan

Yokohama S.P.B. Jurisdictional Area

No.	Currently named	Use	Location	Owners
4047	Yokohama 8064 Engineer Corps	Billet	4-149 Nakaku Kotobukicho Yokohama City	Yokohama City Government
4047	163rd Transportation Corps	"	149-1, 150-1 4 chome Choja-machi Yokohama City	Yokohama Municipal Office Government
4047	Yokohama 8064 Engineer Corps S-4 A Area	"	Matsukage-cho Yokohama City	Ito Takabumi 224 others Yokohama City & Government Owned
4008	Zainichi Signal Battalion	"	3 - 7 Shin-Yamashita-cho Yokohama City	Nihon Ship Bldg. K.K. 10 others Mayor & Govt. owned
3908 1338	Leyte Billet	"	28 - 2 Yamashita-cho Yokohama City	Horikoshi So 1 other City & Govt. owned
3964	Panay Billet	"	27 Yamashita-cho Yokohama City	Hotel New Grand Nomura Yozo 22 others Mayor & Govt. owned
3962 309	Q.M.C. Sales Store (G-135)	"	71 - 2 Yamashita-cho Yokohama City	Minamizato Trade K.K. 1 other
151	Yokohama Auto mobile HQS. Billet	"	Benten-dori Nakaku Yokohama City	Kimura Shop 2 others
1252	Yokohama FX (Nozaway)	"	Naka-ku Yokohama City	Nozaway 111 others Government
4111	Yokohama Osaka Ginko Bldg. (dining room)	"	2-22 Hon-cho Yokohama City	Bank of Osaka 4 others

No.	Currently named	Use	Location	Owners
1037	8,000 W.A.C.	Billet	Naka-ku Yokohama City	Government
4054	Second Major Port Corps (Nippon Bldg.)	"	5-70 Benten-Dori Naka-ku Yokohama City	Nippon Bldg. K.K. 93 others Government
4037	Yokohama Hqs. Chosen Court	"	4-132 Ogimachi Naka-ku Yokohama City	Yokohama City 186 Government
4037	Yokohama Hqs. Hollandia Court	"	1-71 Furo-cho Naka-ku Yokohama City	Umebayashi Motoo Government
3919 3953	Yokohama M.P. Hqs	"	Choja-machi Naka-ku Yokohama City	Furuhashi Seishi 31 others Government
2908	Yokohama Command G.Y.M.	"	2-33 Urafune-cho, Minami-ku Yokohama City	Yokohama City
1734	Mitsubishi Hotel	"	Nishi-ku Yokohama City	Higashi Nihon Heavy Industry K.K.
2225	Yokohama Engineer Depot 8056 Corps	"	5-137 Kanagawa-dori, Kanagawa-ku, Yokohama City	Yokohama City Government
4097	571 M.P. Corps (Mitsubishi dormitory)	"	50 Kitakarui-zawa Kanagawa-ku, Yokohama City	Yokohama Ship Bldg. Yard of Higashi Nihon Heavy Industry K.K.
3061	Ueda Bldg.	Dwelling	Naka-ku Yokohama City	Ueda Yozo
3653	Daido Life Insurance Bldg.	"	"	Daido Life Insurance 2 others Government
3709	Takeyama Garage	"	"	Takeyama Masao 2 others
3909	Apartment	"	"	GILC Housing Corporation and Mayor
1497	Tokai Bldg.	"	"	Tokyo Maritime Fire Insurance

<u>No.</u>	<u>Currently named</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
1336	Octagon Library	Office	Naka-ku Yokohama City	Trade Association Naigai Tsusho
1336	PX Cocacola Shop	"	"	Koami Shop Noda Shoyu
4011	8010 Maritime Transportation Hqs.	"	"	Nihon Yusen
3848	8010 Maritime Transportation Engineer Division	"	"	Harada-Gumi Hiranuma Yoshitaro
789	CIE Information Division	"	"	Judicial Protection Association etc.
3593	JLC Hqs. Branch	"	"	Sanmaru-Kogyo K.K.
3595	American Red Cross Society Office	"	"	Asada Ryoko
3615	JLC History Division	"	"	Japan Maritime Examination Association
3579	Yokohama C.I.D. Hqs.	"	"	Dowa Maritime Fire Insurance K.K.
1356	Wakao Bldg.	"	"	Orion-Shoji Fukui Genshiro
650	"	"	"	"
1515	M.P. Hqs.	"	"	Yokohama City
305	Yokohama Corps Hqs.	"	"	Nichimen Industry Government
3867	Port Memorial Hall	"	"	Yokohama City Yokohama Land
151A	Yokohama Motor Vehicle Hqs.	"	"	Imperial Bank Adachi Sangyo Mainichi Shinbun etc.

3892	C.I.C. 8th Section Hqs.	Office	Naka-ku Yokohama City	Daiichi Life Insurance
3810	J.L.C. Procure- ment Divison	"	"	Kowa Industry
1729	"	"	"	"
4047	Yokohama RPE 8064 Repairing Division	"	"	Hirooka Jiro etc.
1157	Yokohama Area Office	"	"	Nozawaya etc.
1512	"	"	"	"
3652	Yokohama Army Post Office	"	Nishi-ku Yokohama City	Yokohama Taxi-cab K.K.
2225	Yokohama Ware- house Head Office	"	Kanagawa-ku Yokohama City	Yokohama City
1572	Yokohama Custom House	"	Naka-ku Yokohama City	Government
1598	Hamamatsu C.I.C. Office	"	Hamamatsu City Shizuoka Pref.	Hamamatsu Bank Association
5	Shizuoka C.I.C. Hqs.	"	Oite-machi Shizuoka City	Shizuoka Pref.
2454	Yamanashi C.I.C. Office (Wakao Bldg.)	"	Kofu City Yamanashi Pref.	Yakao Shinnosuke
411-B	Pistol Range	Maneuvre ground	Kanazawa-ku Yokohama City	Nippei Koka K.K.
3910	229 Japan Ford Factory	Factory	Kanagawa-ku Yokohama City	Japan Express K.K. Japan Ford K.K.
1916	229 Nissan Factory	"	"	Nissan Motor- Vehicle K.K.
1385	Josco Ogura No. 1 - No. 3	"	"	Japan Oil K.K.
2225	Yokohama Silk Plant	"	"	Prefecture and Government
2700	QM Laundry Shop	"	"	Yokohama City Mitsubishi Warehouse K.K.

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4524	95th Eng Maint Co.	Factory	Kita-ku Yokohama City	Okamoto Machine Tool K.K.
514	Sugita Ordnance Depot	"	Kanazawa-ku Yokohama City	Nippon Hikoki Industry K.K. Government
4396	508 Signal Corps	"	"	Yagishita Sakizo Government
3658	Ishikawajima Industry Yokohama Factory (A-15)	"	"	Ishikawajima Industry K.K.
3594	Pepsicola Factory	"	Kominato-cho Naka-ku Yokohama City	Nihon Kokan K.K.
3649	Showa Jitsugyo Co.(L-214)	"	217 Idogaya Shimo-cho Minami-ku Yokohama City	Showa Jitsugyo K.K. Government
2342	Hokushin Air Line (M-224)	"	Hodogaya-ku Yokohama City	Kanagawa Kogyo Government
4098	Yokohama Signal Corps	"	Negishi-machi Isogo-ku Yokohama City	Yokohama City International Real property K.K. Government
668	F.E.C. Printing Shop	"	2,200 Kitsuki Kawasaki City	Tokyo Keiki K.K.
618	Nissan Chemistry Warehouse	Ware-house	Naka-ku Yokohama City	Nippon Yushi K.K. Kawasaki Factory
3982	Sumitomo Warehouse	"	"	Sumitomo Warehouse K.K.
3982	Mitsubishi Warehouse	"	"	Mitsubishi Warehouse K.K.
3951	"	"	"	Mitsubishi Warehouse K.K. Nihon Kaiju
3951	"	"	"	Mitsubishi Warehouse

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161	Mitsubishi Warehouse K.K.	Ware-house	Naka-ku Yokohama City	Mitsubishi Warehouse
4050	Mitsubishi Warehouse Others	"	"	Mitsubishi Warehouse K.K. 10 others Government
184	Yokohama Commodity and Warehouse	"	"	Yokohama Warehouse 2 others Government
632	Teikoku Sanshi K.K.	"	"	Teikoku Sanshi K.K.
1617	Yokohama Trade Warehouse	"	"	Yokohama Trade Warehouse
3578	Ishikawa Shipping	"	"	Ishikawa Isamu
2225	Yokohama Engineer Division General Warehouse	"	Kanagawa-ku Yokohama City	Kanagawa Pref. & Ogawa Kenichiro 159 others Government
"	"	"	"	Shibusawa Warehouse K.K. 3 others Government
	229th Ordnance Warehouse	"	"	Ishikawa Ken 2 others Government
1386	Nippon Sekiyu	"	"	Nippon Sekiyu K.K.
3838	Mitsubishi Warehouse	"	"	Mitsubishi Warehouse K.K.
1347 3898	Kyoritsu Warehouse	"	Nishi-ku Yokohama City	Kyoritsu Warehouse (Mayor)
1347	Kyoritsu Warehouse	"	"	Kyoritsu Warehouse K.K. Government
3976	Showa-Jitsugyo Warehouse	"	Minami-ku Yokohama City	Showa Jitsugyo K.K. Government
1675	Nihon Kogaku Totsuka Factory	Ware-house	Totsuka-ku Yokohama City	Nihon Kogaku 2 others Government

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3967	JOSCO Ware-house	Ware-house	Tsurumi-ku Yokohama City	Nihon Asphalt K.K. 2 others, Gov't
2923	Tsurumi Red Cross Warehouse	"	"	Nisshin Shoji Government
1265	Yokohama Engineer Division 738th Depot	"	"	Nihon Ship-building and 3 others Government
1384	Daiei Warehouse	"	"	Daiei Warehouse K.K.
1265	Yokohama Engineer Division Supply Branch	"	"	Tsurumi Yushi K.K. 1 other Government
1389	First JOSCO Oil Storehouse	"	"	Yokohama City and Government
1384	JOSCO Oil Supply Facilities	"	"	Shell Oil
4099	Nichiman Futo	"	Kawasaki City Kanagawa Pref.	Toyo Futo K.K. 3 others Government
3885	Y.E.D. Club & billets	Recreation	Naka-ku Yokohama City	Arai Masami 3 others
1587	Band Hotel	"	"	Saito Takematsu Government
1276	Goraku-so Apartment	"	"	Miyazaki General partnership
3726	Yokohama Ginko Club	"	"	Yokohama Ginko Club
3921	Warehouse (Banker's Coub)	"	"	Kyoeiki Real Property K.K. Murata Rentaro and o other
795	Yokohama Specie Bank Yamashita-cho Branch	"	"	Yokohama Specie Bank
1761	Asahi Seimei Bldg.	"	"	Asahi Life Insurance 3 others, Gov't

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1395	United Seamens Service Club	Recreation	Naka-ku Yokohama City	Kiyono Kei 2 others, Gov't
3836 4030	Toa Inquiry Agency Bldg.	"	"	Toa Inquiry Agency 1 other
3655	Octagon Theater	"	"	Shochiku K.K. Ohtani Takejiro City
1028	Ushiyama Bldg.	"	"	Ushiyama Saburo 4 others
2916	Shokin Club	"	"	Tokyo Bank
3929	Hodogaya Country Club	"	Hodogaya-ku Yokohama City	Hodogaya Country Club and 3 thers
2225	Higashikanagawa Post Office	"	Kanagawa-ku Yokohama City	Government and Yokohama City
515	United Club	"	Naka-ku Yokohama City	United Club
4239 4592	Communication Office	Tele-communication	Mizue-cho Kawasaki City	Nihon Kokan K.K. one other City and Pref.
68	Yokohama Commissory	Others (shop)	Naka-ku Yokohama City	Takemura Industry 2 others, Gov't
1293	Army Laundry Shop	Others (Laundry Shop)	"	Daitokyo Fire Insurance K.K. one other, Gov't
4047	Army Fire Department	Others (Fire dept.)	"	Ito Takabumi 224 others Government
4047	Mon Apart	Others (Apart)	"	Nippon Hikoki K.K. Government
3657	P.X. Bulk Sales Store	Others (Sales Store)	"	Hasegawa Kiraku
3591	P.X. Photo lab (tonan Bldg.)	Others (Research Institute)	"	Daiichi Limited Partnership 4 others and Gov't.

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3604 1156	Kotobuki Store and Parking lot	Others (Depart- ment Store)	Naka-ku Yokohama City "	Matsuya K.K. 15 others and Government
1365	Spencer Bldg.	Others (Church)	"	William Peak
5301	Kanagawa Pref. Seisen Girls' School	Medical Facili- ties	Yokosuka City	Seisen Girls' School

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Nagoya SPB Jurisdictional Area

No.	Currently Named	Use	Location	Owner
JPNR. 1382	Sumitomo Bldg.	Billet	Naka-ku Nagoya City	Bank of Osaka and other. Partly Government owned
1760	Mitsubishi Shoji Bldg.	"	"	Okano Tokutaro
1747	Kanko Hotel	"	"	Inoue Kohei
4575	Formerly Naval Dept. of Personal Affair	"	"	Aichi Prefectural Governor and Mutual Benefit Association
2970	Toa Gosei Bldg.	Office	Higashi-ku Nagoya City	Toa gosei K.K.
1014	Teikoku Life Insurance Bldg.	"	Naka-ku Nagoya City	Shirachi Kakutaro Nissan Life Insurance K.K.
1719	Yamato Bldg.	"	"	Hisatomi Shigeo
1271	Okaya Bldg.	"	"	Okaya Masao
1285	Gifu CIC	"	Kano, Gifu City	Miura Eiichi Gifu City
1732	Gifu CID	"	Tsukasa-cho Gifu-City	Gifu Prefectural Office
1591	Ishikawa CIC HQ	"	Kanazawa City Ishikawa Ken	Naval Mutual Benefit Association, Ishi- Kawa Prefecture, Kanazawa City and Government
263	Toyama Denki Bldg.	"	Sakurabashi Dori Toyama City	Toyama Denki Bldg. K.K. Yamada Shosaku
36	Takihei Bldg.	Warehouse	Naka-ku Nagoya City	Taki Heilemon & Nagoya City
1783	Teichin Bldg.	Medical	"	Government
2458	Mitsui Bussan Bldg.	Education	Nakamura-Ku	Takano Harumatsu

2173	Ginshu Bldg., Bankers' Club	Recreation	Naka-ku Nagoya City	Bankers' Association
2117	Kampai Club	"	Wajima-machi Ishikawa-ken	Wajima town and Government
1731	Chiyoda Bldg.	Dwelling	Naka-ku Nagoya City	Chiyoda Life Insurance K.K.
1736	Asahi Bldg.	"	"	Press Asahi
2856	Formerly Mie Prefectural Assembly Hall	Office	Sakai-cho Tsu City	Mie Prefecture
1704	Chigusa Ware- House	Factory	Chigusa Aichi-ken	Aichi Fuel K.K. Inoue Shinji
196A	Nakono Garage	"	Nishi-ku Nagoya City	Nagoya City Nakano Zenkichi
1676	Nakamura Warehouse	Ware- house	Nakamura-ku Nagoya City	"
2879	Old Kanazawa CIE Library	Library	Kanazawa City	Ikeda Sakumatsu

Osaka SPB Jurisdictional Area

No.	Currently Named	Use	Location	Owner
JPNR 3674	Gas Bldg.	Billeting	Higashi-ku Osaka City	Osaka Gas K.K.
3270	Ito Bldg.	"	"	Ito Bldg. K.K. Ito Man K.K.
3369	Tatsuma Bldg.	"	"	Shinnihon Liner K.K.
2457	Yamato Bldg.	"	"	Yamato Life Insurance K.K.
655	Kuboso Textile K.K.	"	Minami-ku Osaka City	Kuboso Textile K.K.
3400	Sogo Department Store	"	"	K.K. Sogo
3368	Gosho Bldg.	"	Kita-ku Osaka City	Gosho K.K.
4384	Osaka Club	"	"	Osaka Club
4418	Denki Club	"	"	Denki Club
2919	Meiji Bldg.	"	Ikuta-ku Kobe City	Meiji Marine Transport K.K.
2974	Dowa Fire Insurance K.K.	"	"	Dowa Fire Insurance K.K.
3390	Kobe Branch Daimaru	"	"	Kobe Branch Daimaru
4005	Kikusui Hotel	"	Nara City	Kikusui-Kan
4039	Koa Machine K.K.	"	"	Koa Machine K.K.
538	Dai Bldg.	Office	Kita-ku Osaka City	Osaka Bldg. K.K.
3424	Nissei Bldg.	"	Higashi-ku Osaka City	Hihon Life Insurance K.K.

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3383	Cotton Industry Ass'n	Office	Higashi-ku Osaka City	Cotton Industry Ass'n
3053	Asahi Life Insurance K.K.	"	"	Asahi Life Insurance K.K.
3365	Shin naigai Cotton K.K.	"	"	Shin naigai Cotton K.K.
3933	Bank of Tokyo	"	"	Bank of Tokyo
3401	Nihon Construction Industry K.K.	"	"	Nihon Construction Industry K.K.
3510	Yasuda Bldg.	"	"	Tokyo Bldg. K.K.
	Osaka Branch, Postal Saving	"	"	Government
3388	Ishiwara Bldg.	"	Nishi-ku Osaka City	Ishiwara Industry K.K.
3529	Shinko Bldg.	"	Ikura-ku Kobe City	Shinko Bldg. K.K.
4192	Kobe Branch, Bank of Tokyo	"	"	Bank of Tokyo
	Kyomachi Branch, Towa Bank	"	"	Towa Bank
3744	Kobe Ships & Commerce Ass'n	"	"	Kobe Ships & Commerce Ass'n
4103	Hanshin Electric RR K.K.	"	Naruo-mura Muko-gun Hyogo-ken	Hanshin Electric RR K.K.
4021	Gamo Factory	Dwelling	Sakai City Osaka-fu	Kotobuki Industry K.K.
3858	Amagasaki Iron Mfg K.K.	"	Ashiya City	Amagasaki Iron Mfg K.K.
SPNR 3665	Asahi Beer	Billeting	Higashi-ku Osaka City	Asahi Beer K.K.
3729	Kobe seamen Hall	"	Ikuta-ku Kobe City	Kobe Seamen Hall
3375	Asahi Bldg.	Office	Higashi-ku Osaka City	Asahi Bldg.

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3616	Tempo (Shop)	Office	Higashi-ku Osaka City	Miyamoto Shigeru
"	Chomei Office	"	"	Chomei Junnosuke
3259	Daiichi Trust Bank K.K.	"	"	Daiichi Trust Bank K.K.
3254	Iwai Industry K.K.	"	"	Iwai Industry K.K.
3533	Hokkaido Dairy Farm Co-operation K.K.	Factory	Nishiyodogawa-ku Osaka City	Hokkaido Dairy Farm Co-operation K.K.
3977	Akashi Factory	"	Kitamura Itami City Hyogo-ken	Akashi Factory
3207	Kitano Theater Recreation	"	Kita-ku Osaka City	Toho K.K.
3358	Juraku-kan	"	Kobe City	Shochiku K.K.
3849	Sumitomo Trust K.K.	"	"	Sumitomo Trust K.K.
1611	Arigaki Club	"	Higashi-ku Osaka City	Nomura Construction K.K.
3730	Nihon Wool Textile	"	Ikuta-ku Kobe City	Nihon Wool Textile
1791	Agricultural Ass'n	"	Koten-cho Nara City	Agricultural Ass'n
3666	Eguchi Securities	Medical Service	Higashi-ku Osaka City	Eguchi Jiro
"	Nissho Bldg.	"	"	Heiwa Real Property K.K.
4276	Women's National Defense Hall	"	"	Dainippon Women's National Defense Ass'n
3507	Heiwa Real Property K.K.	"	Takamachi Ikuta-ku Kobe City	Heiwa Real Property K.K.
3747	Daiken Industry K.K. Kobe Branch	"	Aburamachi Ikuta-ku Kobe City	Daiken Industry K.K.
2274	Toyo Spinning	Factory	Nishinomiy City Hyogoken	Toyo Spinning K.K.

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2274	Kanegafuchi Machine	Factory	Nishinomiya City Hyogoken	Kanegafuchi Machine K.K.
2488	Fuso Metal	"	Amagasaki City Hyogoken	Fuso Metal K.K.
3418	Nichiden Bldg	Warehouse	Higashi-ku Osaka City	Nihon Denki K.K.
1394	Daiei Oil Tank JOSCO	"	Kaiso-gun Wakayama-ken	
3373	Mitsubishi Warehouse	"	Higashikawa-cho Ikuta-ku Kobe City	Mitsubishi Warehouse
3793	"	"	Shinko-cho Ikuta-ku Kobe City	"
3805	Kawanishi Warehouse	"	"	Kawanishi Warehouse
3834	Mitsubishi Warehouse	"	"	Mitsubishi Warehouse
1804	Sumitomo Warehouse	"	"	Sumitomo Warehouse
143	Mitsui Warehouse	"	Kano-cho Ikuta-ku Kobe City	Mitsui Warehouse

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Kyoto SPB Jurisdictional Area

<u>No.</u>	<u>Currently Named</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
3441	Choraku-kan	Billet	Higashiyama-ku Kyoto City	Okada Seiichi
656-8 657	Daiken Bldg	Office	Shimogyo-ku Kyoto City	Daiken Industry K.K. and others
1606	Taiyo Life Insurance Bldg.	"	"	Taiyo Life Insurance K.K.
3469	Sanjo Factory Shimazu Manu- factory	Warehouse	Nakagyo-ku	Sanjo Factory of Shimazu Manufactory Kyoto City & Govern- ment
2170-A	Nikkoku Industry K.K.	"	Uji City	Nikkoku Industry K.K. & Government
137-A	Nihon Photo Printing K.K.	"	Nakagyo-ku Kyoto City	Nihon Photo Printing K.K. & Government
3449	Public Hall	Recreation	Sakyo-ku Kyoto City	Kyoto City
3572	Gakuyu Hall	"	"	Ministry of Educa- tion Government
3458	Kyoto Sampo Hall	Office	Nakagyo-ku	Attorney General's Office and Kagiya Ryuichi
2219	Otsu City CIC	"	Bessho Otsu City	Kusuhara Soichi and Others
3493	Keage Power Generating Plant Office	Billet	Higashiyama- ku Kyoto City	Kyoto City
3566	Second Factory of Shimazu Manufactory	Factory	Nakagyo-ku Kyoto City	Shimazu Manufactory Kyoto City and Government
3457	Okada Metal Industry K.K.	"	Sakyo-ku Kyoto City	Okada Metal Industry and Government

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3451	Matsukaze Industry K.K.	Factory	Higashiyama-ku Kyoto City	Matsukaze Industry K.K.
2228	Nikkoku Industry K.K.	"	Kuze-gun Kyoto-fu	Nikkoku Industry K.K.
3471	Kyoto Takarazuka Theater	Recreation	Nakagyo-ku Kyoto City	Kyoto Takarazuka Theater

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Kure SPB Jurisdictional Area

<u>No.</u>	<u>Currently Named</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
1555 3178	Chugoku Civil Affair Team	Office	Kure City	Marunaka Kojo and Toshiba Denki K.K.
1727	Yamato ya	"	Nishi-saiku- machi Shimo- noseki City	Ikedo Yaichi
2214	Yonago Branch of Tottori CIC	"	Naka-machi Yonago City	Yonago City
2222	Fire Dept. Association	"	Matsue City	Fire Dept. Association, Public owned Partly Government Owned
1862	Shikoku Civil Affair Team	"	Takamatsu City	Yamato Mutual Life Insurance K.K.
4145	Fuchu Kirin Beer Plant	"	Fuchu machi Aki Gun	Kirin Beer K.K.
2564	Tamamo Warehouse	Ware- house	Takamatsu City	Takamatsu Industry K.K.
4056	Labor Dept. of BCOF	Office	Kure City	Kure City and Government
3581	CIC Garage	"	Yamaguchi City	Bocho Jidosha K.K.
3770	CIC Office	"	"	Chugoku Haiden K.K.
206	Formely Hq. Bldg.	"	Matsue City	Matsumoto Yoshiyuki
1742	Shimane CIC	"	"	Nishio Rinzo and Matsue City
3881	Prefectural Library	"	Matsuyama City	Ehime Ken
1744 2660	Kochi CIC	"	Kochi City	Kochi ken
2224	Matsue Chamber of Commerce and Industry	"	Matsue City	Chamber of Commerce

Fukuoka SPB Jurisdictional Area

<u>No.</u>	<u>Currently Named</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
3397	Laboratory of Kyoshu Haiden K.K.	Billet	Tatara-mura Kasuya-gun Fukuoka ken	Fujiwara Benshi and other
3540	Itaya Life Insurance Bldg.	Office	Fukuoka City	Sawana Haruyoshi
3541	Uenoya Hotal	"	"	Hasegawa Masaji
3547	Nihon Denken Bldg.	"	"	Tomita Kaneo
3489	Matsuya Bldg.	"	"	Miyamura Kenichi and 19 others
1612	Yamato Life Insurance Bldg.	"	"	Mori Shigeru
3634	Chiyoda Bldg.	"	"	Uchida Shuichi
4040	Moriya Bldg.	"	Kokura City	Yoshida Senji
4555	Nampu so	"	Beppu City Oita ken	Kikuchi Jiro
2273	Sanshi Bldg.	"	Miyazaki City	Nagatomo Shigeo
1682	Doctors' Association	"	"	Hirashima Kesayoshi
3141	Chikuko Ware-house	Warehouse	Fukuoka City	Fukuoka City
3257	Fukuoka City Public Hall	Education	"	Yukiyoshi Mori and 3 others
3515	Osaka Sumitomo Marine & Fire Insurance Bldg.	Diplomatic Mission	"	Kojima Yoshito
3277	Nichido Fire Insurance K.K.	Dwelling	"	Nakada Shigeo
2166	Kagoshima CIC	Office	Kagoshima City	Nakamura Buhee

Table 2

School buildings under the
requisition by the Occupation Forces

March 31, 1951

Special Procurement Agency

Enumerated hereunder are the names of educational institutions now in use by the Allied Occupation Forces for various purposes, with their locations and owners. It should be added that, this survey being prepared in a hurry, there could be some left out besides the above.

	<u>Name of Institution</u>	<u>Presently Used for</u>	<u>Location</u>	<u>Owner</u>
1.	Tohoku University YMCA	Residence	Sendai	Tohoku University YMCA (Private)
2.	Third Tsukishima Primary School	Troop housing	Chuo-ku, Tokyo	Tokyo-to (Prefectural Gov't)
3.	Akashi Primary School	Office	Chuo-ku, Tokyo	Tokyo-to
4.	Mercantile Marine College	Office	Koto-ku, Tokyo	Ministry of Education
5.	Kokusai Gakuin Gakuyukai (International Student Association)	Education	Meguro-ku, Tokyo	Kokusai Gakuin Gakuyukai (Private)
6.	Josui Kaikan (Hall)	Rest & Recreation	Chiyoda-ku Tokyo	Economic University Scholarship Foundation (Private)
7.	Murayama Telecommunication School	Telecom. facilities	Kitatama-gun, Tokyo	Murayama Telecommunication School (Private)
8.	Seika Gakuin (School)	Transportation	Chiyoda-ku, Tokyo	Seika Gakuin (Private)
9.	Hozen Commercial & Industrial School	Troop housing	Sumida-ku, Tokyo	Hozen Educational Foundation of Commerce & Industry (Private)
10.	St. Lukes College	Medical Service	Chuo-ku, Tokyo	St. Lukes College (Private)
11.	Kyobashi Vocational School	Troop housing	Chuo-ku, Tokyo	Tokyo-to
12.	Kyobashi Girls Vocational School	Troop housing	Chuo-ku, Tokyo	Tokyo-to
13.	Seimei Gakuin (School)	Aviation ground	Nishitama-gun, Tokyo	Tokyo-to
14.	Gymnasium, Yokohama Medical College	Troop housing	Minami-ku, Yokohama	Yokohama City

15.	Kanagawa Primary School	Troop housing	Kanagawa-ku, Yokohama	Yokohama City
16.	Hiranuma Primary School	Troop housing	Nishi-ku, Yokohama	Yokohama City
17.	Yokohama Girl's Commercial School	Residence	Naka-ku, Yokohama	Yokohama Girl's Commercial School (Private)
18.	Seisen Gakuen College	Medical service	Yokohama	Seisen Gakuen College (Private)
19.	Hommoku Primary School	Education	Naka-ku, Yokohama	Yokohama City
20.	Kotobuki Primary School	Troop housing	Yokohama	Yokohama City
21.	Third Prefectural Middle School	Recreation	Yokohama	Kanagawa-ken (Prefectural Gov't)
22.	Asano General High School	Operations	Yokohama	Asano General High School (Private)
23.	Youths' School, Mitsubishi Electric Company		Higashi-ku	Naka Nihon Heavy Industry Co. (Private)
24.	Military Arts School	Rest & Recreation	Kyoto	Military Arts School (Private)
25.	Palyfield of Wakayama University	Troop housing	Wakayama	Ministry of Education
26.	Kobe Economic College	Residence	Nada-ku, Kobe	Ministry of Education
27.	Uenomiya Middle School	Education	Tennoji-ku,	Uenomiya Middle School (Private)
28.	Canadian United Church	Education	Kobe	Canadian United Church (Private)
29.	Gymnasium of Inamiya Middle School	Rest & Recreation	Naniwa-ku, Osaka	Osaka City

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30.	Official Residences, Kyushu University	Residence	Fukuoka	Ministry of Education
31.	Gymnasium, Fifth High School	Rest & Recreation	Kumamoto	Ministry of Education
32.	Swimming Pool, Saga Middle School	Rest & Recreation	Saga	Saga City
33.	Swimming Pool, Kagoshima University	Rest & Recreation	Kagoshima	Ministry of Education
34.	Higashi Hirao Primary School	Aviation Ground	Itazuki, Fukuoka	Fukuoka City
35.	Swimming Pool, Yamaguchi Economic College	Rest & Recreation	Yamaguchi	Ministry of Education
36.	Prefectural Library Office		Matsuyama	Ehime-ken
37.	Kyoiku Kaikan (Educational Hall)	Office	Tokushima	Tokushima Educational Association (Public)
38.	Director's Residence, Yamaguchi Economic College	Residence	Yamaguchi	Ministry of Education
39.	First Residence, Yamaguchi Economic College	Residence	Yamaguchi	Ministry of Education
40.	Second Residence, Yamaguchi Economic College	Residence	Yamaguchi	Ministry of Education
41.	Shirakawa Primary School	Rest & Recreation	Naka-ku, Nagoya	Nagoya City
42.	Fraternity Hall, Kyoto University	Rest & Recreation	Kyoto	Fraternity Hall, Kyoto University (Private)
43.	Western Civilization Research Institute, Kyoto University	Residence	Kyoto	Ministry of Education

Table 3

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Hospitals under the requisition
by the Occupation Forces

August 31, 1951

Special Procurement Agency

TOKYO S.P.B.

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
3436	St. Lukes Hospital	Medical Service	Akashi-cho Chuo-ku	Foundation St. Lukes International Hospital & Other
3552	Annexes to St. Lukes Hospital	"	"	"
2169	Tsukiji Hospital	"	Tsukiji Chuo-ku	Tokyo Prefecture & Government
2434	Doai Hospital	"	Yokoami-cho Sumida-ku	Japan Medical Ass'n & Tokyo Prefecture
4209	Tachikawa Base Hospital	"	Takamatsu-cho Tachikawa City	Tachikawa Aircraft K.K.

KYOTO S.P.B.

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
4033	Kyoto First Red Cross (35th Station Hospital)	Medical Service	Higashiyama-ku, Kyoto City	Kyoto First Red Cross Hospital Partly Government-owned.

OSAKA S.P.B.

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
215	Osaka Red Cross Hospital	Medical Service	Tennoji-ku, Osaka City	Osaka Red Cross Hospital & 16 others

KURE S.P.B.

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
794	Hiroshima Red Cross Hospital	Medical Service	Senda-machi Hiroshima City	Japan Red Cross
4359	Teno Hospital	"	Kure City	Government

Table 4

Hotels under the requisition
by the Occupation Forces

August 31, 1951

Special Procurement Agency

Sapporo

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 3129	Sapporo Grand Hotel	Dwelling	Sapporo City	Hokkaidocho
" 3122	Shikotsu Lakeside Hotel	Recrea- tion	Chitose-Gun Shikotsu Lake- side	Tomakomai Paper Mill K.K.
" 3133	Noboribetsu Grand Hotel	"	Horobetsu-mura Horobetsu-Gun	Noboribetsu Grand Hotel K.K.

Sendai

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 2341	Matsushima Park Hotel	Recreation	Matsushima-machi Miyagi-Gun	Gov't Railroad, Miyagi Pref. Matsushima Liner K.K.
" 4167	Towada Hotel	"	Tsuchitakimura Katsuno-Gun	Forestry Bureau Gov't Railroad
" 265	Tendo Requi- sited Hotel No. 1	"	Tsuyama-mura Higashimurayama- Gun	Sawawatari Hiroshi
" 351	" No. 2	"	"	Shimojo Isamu
" 350	" No. 3	"	"	Sato Kie 6 others
" 1880	Niigata Hotel	"	Ryusakujo Niigata City	Niigata Rinko Kaibatsu K.K. Ike Rentaro

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JPNR 2118	Suehiro-so	Recreation	Ryusakujo Niigata City	Niigata Iron work Nemoto Ki
" 4188	Senshukaku	Dwelling	Yumotomura Hienuki-Gun Iwate-Ken	Kawamura Matsusuke one other

Tokyo

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 2266	Mikasa Hotel	Recreation	Kitasakuma-Gun Nagano-Ken	Iwasaki Sakio
1708 2449 2276	Imperial Hotel	Dwelling	Chiyoda-ku	Fuji Life Insurance Mutual Co. Imperial Hotel
1632	Manpei Hotel	"	"	Makino Kan 2 others
5201	Marunouchi Hotel	"	"	Marunouchi Hotel Daiichi ginko
2973	Sanno Hotel	"	Minato-ku	Sanno Hotel K.K. Tokyo-to Kokusai-Jidosha 8 others
3937 1707 2937 3546 3965	Daiichi Hotel	"	Minato-ku Chiyoda-ku	Daiichi Hotel Shineikai
2852	Keihin Hotel	"	Minato-ku	Keihin Shoko K.K.

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Yokohama

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 1587	Band Hotel	Recreation	Naka-ku, Yokohama City	Saito Takematsu
" 1519	Hotel New Grand	"	"	Hotel New Grand

Nagoya

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 1713	Daiichi Hotel	Recreation	Naka-ku Nagoya City	Funatsu Saburo
" 2175	Maikokan Hotel	"	Asahimura Chita-Gun Aichi-Ken	Shinno Shigenosuke
" 2830	Nagaragawa Hotel	"	Nagara Gifu City	Ioki Takeshiro
" 2173	Ginshu Bldg.	"	Naka-ku, Nagoya City	Bankers Ass'n

Kyoto

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 3569	Kyoto Central Hotel	Dwelling	Chuo-ku, Kyoto City	Kyoto Hotel
" 3439	Kyoto Station Hotel	Recreation	Shimokyo-ku, Kyoto City	Kyoto Station Hotel

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JPNR 236 236-02 236-A	Ohmi Maiko Hotel	Recrea- tion	Komatsumura Shiga Pref.	Terauchi Umejiro, Maki Sukezaemon, Hirai Choemon, Misoki Manjiro
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Osaka

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 3208	Shinosaka Hotel	Recrea- tion	Kita-ku, Osaka City	Shinosaka Hotel K.K.
" 1567	Takarazuka Hotel	"	Yoshimotomura Muko-Gun Hyogo-Ken	Takarazuka Hotel
" 1533	Fuji Hotel	"	Ikuta-ku, Kobe City	Kobe City Government
" 3796	Pine Crest Hotel	"	Nada-ku, Kobe City	Nihon Kensetsu Sangyo Pine Crest Hotel
" 3798	International Hotel	"	Ashiya City	Kokusai Hotel

Kure

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 1905-1	SCAP Hotel	Recrea- tion	Shironouchi Tokushima City Tokushima Pref.	Tokushima City

~~極 秘~~
極 秘

Fukuoka

<u>No.</u>	<u>Name</u>	<u>Use</u>	<u>Location</u>	<u>Owner</u>
JPNR 3528	Yamamoto Hotel	Recrea- tion	Fukuoka City Fukuoka Pref.	Sasaki Goro
" 3830	Taiseikan Hotel	"	"	Muda Kozo
" 1573	Kyoshintei Hotel	"	"	Japan Travel Bureau
" 3772	Shinkokura Hotel	Recrea- tion	Kokura City Fukuoka Pref.	Tanaka Saburo
" 3456	Atago Hotel	"	"	Yamamoto Sojiro
" 44	Takasago Hotel	"	Beppu City Oita Pref.	Sento Hisato 1 other
" 404	Taisankaku Hotel	"	Kokura City Fukuoka Pref.	Takakuwa Chiyo
" 3781	Shosankaku Hotel	"	"	Sasaki Goro
" 4511	Ichihotei Hotel	"	Fukuoka City	Government
" 1541	Kozukeya Hotel	Office	"	Hasegawa Shoji
" 4555	Nampuso Hotel	Recrea- tion	Beppu City	Kikuchi Jiro
" 1574	Tsukasa Hotel	Dwel- ling	Kumamoto City	Kokume Shinichi

二 極 秘 二
極 秘

付録2 / 95 / 年 / 0月 / 3日付井口次官あてスピックス書記官書簡

Office of the United States
Political Adviser for Japan

Tokyo, October 13, 1951.

The Honorable
Sadao Iguchi,
Vice Minister of
Foreign Affairs of Japan,
Tokyo.

My dear Mr. Iguchi:

Mr. Toshio Yoshioka, Chief of the Repatriation Section of the Ministry of Foreign Affairs, on October 11 orally requested information upon which to base a reply to a letter addressed to the Ministry and dated October 1, 1951, from the National Council for Expediting Repatriation of Japanese Nationals abroad. This letter raised certain questions regarding Ambassador Sebald's address of September 28, 1951, before the America-Japan Society.

The Ministry may wish to indicate in its reply that Ambassador Sebald did not imply in his address that the Soviet Union is the only nation which still retains Japanese nationals in its territory, as the League appears to infer. When the Ambassador stated, "Article 6 (b) is directed toward the Soviet Union", he was referring to the primary responsibility of the Soviet Union as custodian of the great majority of Japanese prisoners of war as yet unrepatriated, in contravention of the Soviet Union's express adherence to the Potsdam Declaration. The Ambassador's statement should not be interpreted to mean that other governments or regimes are without responsibility to repatriate Japanese prisoners of war who may be under their control.

Very truly yours,

Charles N. Spinks
First Secretary of Mission

二 極 秘 二
極 秘

付録3 / 95 / 年9月28日付平和条約の解釈に関する我が方の照会

Interpretation (7)

28 September, 1951

Re. Peace Treaty

1. Article 16

Which nations will fall under the category of "countries which were at war with any of the Allied Powers"? are Siam and Italy to be considered as "countries which were at war with any of the Allied Powers"?

2. Article 17 (b)

Is this paragraph to be interpreted as referring only to civil cases, or to criminal cases as well?

付録4 1951年10月2日付平和条約に関する我が方の照会

2 October, 1951

Please substitute the following for 1. Article 16 of Interpretation (7) dated 28 September, 1951:

1. Article 16

Are Siam and Italy to be considered as falling under the category of countries prescribed in Article 16? If so, are they considered as "countries which were at war with any of the Allied Powers"?

付録5 1951年10月10日付平和条約に関する我が方の照会

付・12日の藤崎フィン会談メモ

10 October, 1951

Interpretation (8)

(Questions expected to be asked on the Peace Treaty at the coming session of the Diet)

1. Article 2 (6) and (c):

Please confirm the following interpretation:

The renouncement of all right, title and claim to Formosa, the Pescadores, the Kurile Islands and the South Sakhalin does not have any effect and, accordingly, these territories remain under the sovereignty of Japan so far as it concerns China or U.S.S.R., unless and until China or U.S.S.R. conclude a bilateral peace treaty with Japan. This is the result of the provisions of Article 25 (the second sentence).

2. Article 4 (b):

Information is requested regarding the manner of dispositions of property of Japan and Japanese nationals in the islands listed in Article 2 (d) (former mandate islands) and Article 3 (southern islands).

3. Article 4 (c):

Please confirm the following interpretation:

The islands listed in Article 3 does not fall under the category of "territory removed from Japanese control pursuant to the present Treaty".

4. Article 9:

Will the MacArthur Line remain in effect, so far as the Soviet Union and China are concerned, even after the coming into force of the Peace Treaty?

5. Article 14 (a) 2:

Would there be any objection to the Government giving out the figures concerning the Japanese assets in the territories of the Allied Powers as they are given in the report prepared on the basis of a study conducted jointly by GHQ, SCAP and the Japanese Government?

6. Article 14 (b):

The question of the Japanese gold might be explained in the following manner:

The gold in question has been impounded by and is under the control of the U.S. Government. According to a decision of the Far Eastern Commission, the United States has claims for costs of occupation which may be charged to Japan with the first priority. And it seems that the gold has been set aside in order to apply to such claims of the United States. Therefore, the final disposition of the gold is up to the decision of the United States government.

7. Article 16:

Mr. Allison told us that Japanese assets in neutral and ex-axis countries are estimated to be approximately \$40,000,000. Could we quote this?

平和条約に関する質疑に対する答弁
 に関しフィン書記官と会談の件

26.10.12 藤崎

10月12日午前、別添インタープリテーション(8)を、フィン書記官あて
 外交局に届けた。同日午後、会談の際、同書記官の述べたところ、大要
 次のとおり。

(1)第2条(b)(c)について、少し中国等に対して刺激的だから、実際問題としては、どうにもならぬというような趣旨のオヒレをつけたらどうか。

(4)第9条、マッカーサー・ラインのことは、本当にどうなるのか自分も知らない。困難な問題だ。

(5)(7)在外財産に関する数字を発表することの可否については、CPCと直接連絡されたい。自分もプレイン氏に電話しておく。アリソン公使の数字は、あまり正確でないし、イタリアやタイのステイタスののはつきりする前のものだから、それよりCPCの数字を使った方がよいと思う。

(6)金は日本側に返されたものとばかり思っていたが。フィン書記官の口振り、大分面倒臭そうだった。大使も、国務省も日本側限りで適当にやつてもらえというだろうともいつていた。

付録 6 1951年12月3日フィン書記官から受領した
国務省の解明

MEMORANDUM RELATING TO INTERPRETATION
OF CERTAIN PROVISIONS OF THE PEACE TREATY ABOUT
WHICH THE JAPANESE FOREIGN OFFICE RAISED
QUESTIONS IN ITS MEMORANDA OF
October 2 and 3, 1951

I. Japanese Foreign Office Memorandum of October 2, 1951.

1. Questions are asked whether Siam and Italy are considered as falling under the categories of countries prescribed in Article 16 of the Treaty of Peace with Japan signed at San Francisco on September 8, 1951, and if so, are they considered as "countries which were at war with any of the Allied Powers".

Since "Allied Powers" is defined in Article 25 of the Treaty as States at war with Japan which have "signed and ratified the Treaty", and since no such State as of this date has ratified the Treaty, this technical consideration forbids a direct reply to the query at this moment. However, if a substantial number of those States which signed the Treaty ratify it, both Siam and Italy will fall within the category of countries set out in Article 16 since both Siam and Italy were at war with many States which were at war with Japan, signed the Treaty, and will, in all likelihood, ratify it, i.e., British Commonwealth countries.

2. The question is asked whether Article 17(b) is to be interpreted as referring only to civil cases or to criminal cases as well.

Article 17(b) refers both to civil and criminal cases. It will be noted that the Japanese Government, under that Article, is obliged to take the necessary measures to submit for review "any judgment" rendered by a Japanese Court between December 7, 1941 and the coming into force of the Treaty in "any proceedings" in which a national of an Allied Power was unable to make adequate presentation of his case, either as plaintiff or defendant. "Any judgment" and "any proceedings" clearly include criminal as well as civil judgments or proceedings.

II.

II. Japanese Foreign Office Memorandum of October 3, 1951.

1. The Japanese Foreign Office Memorandum sets out a certain number of "the arrangements made for terminating the former League of Nations and Permanent Court of International Justice" referred to in the second sentence of Article 8(a) of the Treaty, and inquires whether Japan, pursuant to the Treaty, accepts only some of these listed arrangements, all of the listed arrangements, or whether there are any other instruments to be listed. The arrangements referred to in the Treaty include all the resolutions and agreements by which the termination of the League of Nations and the permanent Court of International Justice was brought about. The list submitted in the Japanese Foreign Office Memorandum is incomplete; it further appears that No. (6) is a combination of two separate General Assembly resolutions. There follows a list of the resolutions of the League of Nations and of the General Assembly of the UN, as disclosed by a search which, while diligent, cannot be considered at this time to be exhaustive or completely definitive, together with certain explanatory material:

League of Nations Resolutions:

Dissolution of the Permanent Court of International Justice, April 18, 1946.

The Assumption by the United Nations of Functions and Powers hitherto exercised by the League under International Agreements, April 18, 1946.

The assumption by the United Nations of Activities hitherto performed by the League, April 18, 1946.

Mandates:

International Bureaus and other Organizations placed under the Direction of the League of Nations or brought into relation therewith, April 18, 1946.

International Institute of Intellectual Cooperation, April 18, 1946.

Resolution for the Dissolution of the League of Nations, April 18, 1946.

General

General Assembly Resolutions:

- 23(I) Registration of Treaties and International Agreements, February 10, 1946.
- 24(I) Transfer of Certain Functions, Activities and Assets of the League of Nations, February 12, 1946
- 51(I) Transfer to the United Nations of certain nonpolitical functions and activities of the League of Nations, other than those pursuant to International Agreements, December 14, 1946
- 54(I) Transfer to the United Nations of powers exercised by the League of Nations under the International Agreements, Conventions and Protocols on Narcotic Drugs, November 19, 1946
- 61(I) Establishment of the World Health Organization, December 14, 1946 ^{1/}
- 71(I) Utilization of UNESCO (United Nations Educational, Scientific and Cultural Organization) of the Property Rights of the League of Nations in the International Institute of Intellectual cooperation, November 19, 1946
- 79(I) Transfer of the Assets of the League of Nations (with Annexes 1 and 2) December 7, 1946
- 84(I) Agreement between the United Nations and the Carnegie Foundation concerning the use of the premises of the Peace Palace at the Hague, and concerning the repayment of loans (with Annexes A and B), December 11, 1946
- 126(II) Transfer to the United Nations of the functions and powers exercised by the League of Nations under the International Convention of September 30, 1921 on Traffic in Women and Children, the Convention of October 11, 1933 on Traffic in Women of Full Age, and the Convention of September 12, 1923 on Traffic in Obscene Publications, October 20, 1947
- ^{1/} Attention is called to the fact that Japan was admitted to membership in the World Health Organization in May, 1951, at which time Japan agreed to arrangements made for the establishment of that Organization. These included transfer of certain assets of the League of Nations as well as of the International Office of Public Health.

- 129(II) Transfer to the World Health Organization of certain assets of the United Nations, November 17, 1947 ^{1/}
- 135(II) Entry into force of the Protocol of December 11, 1946 on Narcotic Drugs, November 17, 1947
- 250(III) Transfer of the assets of the League of Nations (with Annexes A and B), December 11, 1948
- 255(III) Transfer to the United Nations of functions and powers previously exercised by the League of Nations under the International Convention relating to Economic Statistics, signed at Geneva on December 14, 1948, November 18, 1948
- 256(III) Transfer to the United Nations of the functions exercised by the French Government under the International Agreement of May 18, 1904 and the International Convention of May 4, 1910 for the Suppression of the White Slave Traffic, and the Agreement of May 4, 1910 for the Suppression of the Circulation of Obscene Publications, December 3, 1948

It may be noted that several international agreements to which Japan is a party have been amended by protocols so as to alter their terms to accord with the termination of certain League functions and the assumption of these functions by the United Nations. The obligation of Japan to accept the termination arrangements means that Japan is bound presently to regard the United Nations as substituted for the League of Nations in accordance with these protocols. Treaties to which Japan is a party and which have been amended by such protocols are:

International Opium Convention, January 23, 1912

Agreement concerning the Suppression of the Manufacture of, Internal Trade in, and use of, Prepared Opium, Protocol and Final Act, February 11, 1925

- ^{1/} Attention is called to the fact that Japan was admitted to membership in the World Health Organization in May, 1951, at which time Japan agreed to arrangements made for the establishment of that Organization. These included transfer of certain assets of the League of Nations as well as of the International Office of Public Health.

- Opium Convention, February 19, 1925
- Protocol, February 19, 1925
- Convention for Limiting the Manufacture and Regulating the Distribution of Narcotic Drugs, with Protocol of Signature, July 13, 1931
- Agreement concerning the Suppression of Opium smoking, November 27, 1931
- Convention for the Suppression of the Traffic in Women and Children, September 30, 1921
- International Agreement for the Suppression of the White Slave Traffic, May 18, 1904
- International Convention for the Suppression of the White Slave Traffic, May 4, 1910
- Convention for the Suppression of the Circulation of and Traffic in Obscene Publications, September 12, 1923

In the Declaration with respect to the Treaty of Peace, Japan has indicated the intention to accede to the Protocol of December 11, 1946 amending agreements on narcotic drugs. This protocol applies to conventions, agreements, and protocols of January 23, 1912, February 11, 1925, February 19, 1925, July 13, 1931 and November 27, 1931 which are mentioned above.

2. The Japanese Foreign Office memorandum raises certain questions with respect to Article 12(b) 1 (ii) of the Treaty and United States-Japanese Copyright relations.

With respect to the question whether Article 12 (b) 1 (ii) is considered as an "international agreement which provides for reciprocity in the granting of copyright, by the terms of which agreement the United States may, at its pleasure, become a party thereto" as provided in Section 9(b) of the United States Copyright Law (Title 17 U.S.C., Section 9(b), this quoted clause of Section 9(b) has not customarily been used by the United States as a basis for a proclamation by the President of the existence of reciprocal conditions under the authority of Section 9 of the Copyright Law.

Officials of the Japanese Government and of the Government of the United States concerned with copyright questions have been discussing, during the recent past, copyright relations between the United States and Japan with

a view toward establishing such relations on a permanent basis in a manner which will afford mutual protection, consistently with the progressively developing copyright relationships which wide areas of the world community have seen fit to establish. Continuance of these discussions, culminating in the conclusion of a mutually satisfactory agreement placing United States-Japanese copyright relations on such a basis will, in the opinion of the Government of the United States, be in the best interests of both the United States and Japan.

3. The Japanese Foreign Office Memorandum states that "the public bonds issued by foreign governments and shares of foreign companies and their debentures which are owned by Japanese nationals in Japan, if there is any, do not fall under any of the provisions of the Peace Treaty. They are deemed as movable property in Japan, because it is a principle common to the domestic laws of all countries that 'obligation to bearer' be regarded as a kind of movable property."

Article 14(a) 2 (I) provides:

"Subject to the provisions of sub-paragraph (II) below, each of the Allied Powers shall have the right to seize, retain, liquidate or otherwise dispose of all property, rights and interests of

"(a) Japan and Japanese nationals,

"(b) persons acting for or on behalf of Japan or Japanese nationals, and

"(c) entities owned or controlled by Japan or Japanese nationals,

which on the first coming into force of the present Treaty were subject to its jurisdiction. The property, rights and interests specified in this sub-paragraph shall include those now blocked, vested or in the possession or under the control of enemy property authorities of Allied Powers, which belonged to, or were held or managed on behalf of, any of the persons or entities mentioned in (a), (b) or (c) above at the times such assets came under the controls of such authorities."

The United States considers, and has acted upon this consideration in its administration of its Trading with the Enemy legislation, that securities, owned by the categories of persons, institutions, and countries set out in

sub-paragraphs

sub-paragraphs (a), (b), and (c) above, issued by the United States Government and by corporations incorporated in the United States, are, wherever located, "subject to its jurisdiction" within the meaning of Article 14(a) 2 (I) of the Treaty. This has been and remains the consistent and unvarying position of the United States under all treaties of peace which deal with this question, including the treaties of peace with Italy, Bulgaria, Rumania, and Hungary, of 1947.

4. The Japanese Foreign Office memorandum requests illustrations by examples of all the categories of the cases to which Article 19(d) of the Treaty is applicable.

It is not deemed appropriate at this time to comply with the request. The circumstances of the particular situations and their relationship to Article 19(d) cannot be foreseen until the facts of each situation are examined. An effort to catalog the situations to which Article 19(d) would be applicable would involve at this time an exercise too theoretical and academic to be of value in determining the precise situations as they arose, and might prejudice such situations because insufficient facts regarding the particular situations were at hand during the effort to make such a catalog.

付録7 1951年9月28日フィン書記官に交付した
安全保障条約の解釈に関する我が方の照会

Interpretation (6)

28 September, 1951

Re. Administrative Agreements under
the Security Treaty

Questions which may be asked in the Diet and answers
thereto:

1) Q. What sort of matters will be covered by administrative Agreements?

A. "The conditions which shall govern the disposition of armed forces of the United States of America in and about Japan" will include:

- 1
- 2
- 3
- 4
- 5

2) Q. Does the Government intend to submit any or all of these agreements to the Diet for its approval?

A.

A. No. The authority to conclude these agreements is delegated to the Government by virtue of the provisions of Article 3 of the Treaty, and that is the reason that the term 'administrative agreements' is used.

3) Q. According to Article 73 of the Constitution, the Cabinet, in concluding treaties, is to obtain prior or, depending on circumstances, subsequent approval of the Diet. Article 3 of the Security Treaty cannot alter this. If that is what is intended by this article, this Treaty should be deemed unconstitutional.

A. There is no provision in the Constitution against concluding a treaty which delegates to the executive the authority of concluding agreements for the implementation of the said Treaty.

4) Q. There should be certain limit to such delegation of authority, as there is in domestic legislation. The rights of the people guaranteed by the Constitution such as access to the courts can not be denied or restricted by any law or treaty, nor the constitutional authority of the judiciary can be infringed. Therefore, no administrative agreement could provide for any kind of immunity of foreign troops.

A. Armed forces are accorded certain immunities in foreign land according to established laws of nations.

And

And it is stated in Article 98 of the Constitution that 'the treaties concluded by Japan and established laws of nations shall be faithfully observed'. Therefore, so long as such immunities fall within the scope of 'established laws of nations,' they may well be provided for by administrative agreements.

- 5) Q. Article 83 of the Constitution says, "The power to administer national finances shall be exercised as the Diet shall determine." This means that the Diet, even if it wished so, can not delegate this authority to the executive without violating constitutional provisions. Therefore, provisions concerning expenses for the garrison troops could not be made by administrative agreements which will not require Diet approval.

A. Such authority is also delegated by Article 3 of the Security Treaty. The Diet of course will have the authority to pass on the budget which will include such expenditures, if any. It may make changes in the amount of appropriation, but it cannot deny such appropriation as a whole or make such drastic changes that will make the treaty itself practically inoperative.

付録8 1951年10月12日フィン書記官に手交した
安全保障条約の法的性格に関する我が方の照会

The Legal Character of the Security Treaty

How to explain the legal character of the Security Treaty is an important question of political significance. Various questions on the point are expected to be put to the Government in the Diet deliberation.

1. There is no provisions in this Treaty obligating the United States to defend Japan in case of armed attack. Article 1 simply says, "Such forces may be utilized to contribute ----- to the security of Japan against armed attack from without." If this point is raised, we would have to admit it. However, we would answer criticism based on this point by stating to the following effect:

As it is apparent in the Preamble, the United States is to maintain its armed forces in and about Japan on our invitation that the United States should do so so as to deter armed attack upon Japan. In the acceptance by the United States of this invitation is implied that the United States would actually utilize its armed forces in case of armed attack. As a matter of fact, through stationing U.S. forces in

Japan under the Treaty, Japan becomes an area defended by U.S. forces. Accordingly, we may confidently expect that the United States will defend Japan in such cases.

2. This will lead to the second question: How can the military action to be taken by U.S. forces in case of armed attack on Japan be justified from a legal point of view?

A member nation of the United Nations can take military actions only in two cases: (1) by way of exercise of the right of self-defence under Article 51 of the Charter and (2) as a United Nations action. This means that any military action which is not based on a United Nations action must be justified as an act of self-defence. Therefore, in the present case, the U.S. will be exercising her right of self-defence, because an armed attack on Japan constitutes as well that on the U.S. forces stationed in Japan. In this case Japan also will exercise her right of self-defence. Thus the relationship of "collective" self-defence between U.S. and Japan actually results. Our suggestion that such relationship might be stated explicitly in the Preamble was rejected. But this does not necessarily mean, we feel, that the theory of the de facto relationship of collective self-defence would be unacceptable to the U.S. Government.

付録9. 1951年10月12日藤崎・フィン会談メモ

安全保障条約の法律的説明に関しフィン書記官と
会談の件

26.10.12 藤崎

10月12日午後、フィン書記官を往訪、別添の書きものを提示し、本件に関する米側の所見を求めた。その際、同書記官の述べたところ、大要次のとおり。

「この条約には、武力攻撃の場合日本を防衛することを米国に義務付ける規定がないというのは、少しい過ぎではないか。少しトーン・ダウンしては如何。(これに対しては藤崎から、これは質問者のセリフである。われわれとしては、トーン・ダウンしたいのは山々である、と述べた)

第1条のmayの用法について、貴方から前に出された意見(日本の防衛に寄与することは、willで、極東の平和・安全のためにも使えるというのがmayの意味であろうとの趣旨)のとおりでよいと思う。第1条の案文が修正された際、シーボルト大使から井口次官に一応されたはずであるが、その修正の理由を述べた国務省からの訓令によると、朝鮮動乱のような場合に出兵できるようにするためである、とだけあって、日本防衛の面をトーン・ダウンする、というようなことはいつてない。(これに対しては、藤崎から先に出した意見をコンファームしてもらえたら、それが最も望むところであるが、コンファメーションなくしてはいえないことのように思われたので、一步退却した次第だと述べた。)

第4条の規定を立論の一つの基礎として援用しては如何。また、米国憲法上、用兵の権は議会にあるという建前になっているため、北大西洋条約の場合にも、朝鮮動乱の場合にも非常に問題になった。オーストラリア、ニュージーランドとの条約、フィリピンとの条約でも措辞に注意が払われている。そういうところから、米国としては正面からのコミッ

トメントができないのだろう、という趣旨のこともいつたらどうだろう。(この点賛成しておいた。)

自分も朝日の社説を見た。世界の11月号の村川俊之なる外交評論家の「日米安全保障条約の問題点」は、朝日の社説以上によくできていると思う。貴方がこの点を重視しておられる事情はよくわかった。シーボルド大使が病気で休んでいるから、明朝にでも大使に報告して何分の返事をしよう。」

付録10 「安全保障条約の法的性格について」

26.10.15

(問1) この条約には、武力攻撃の場合に、日本を防衛するよう合衆国を義務づける規定がない。第1条は、単に、「この軍隊は、……外部からの武力攻撃に対する日本国の安全に寄与するために使用することができる。」というのみである。政府の解釈いかな。

(答) 前文に明らかなように、われわれが合衆国に日本国への武力攻撃を阻止するために日本国内及びその附近に合衆国の軍隊を維持するよう招請したことに基いて、合衆国は、その軍隊を維持するのである。合衆国がこの招請を受諾することのうちに、武力攻撃の場合に合衆国がその軍隊を実際に使用するとの意味が含まれているわけである。

また、条約第4条は、この条約は、日本区域における国際の平和と安全の維持のため充分な定をする国際連合その他による措置ができるまで効力を有することになっているが、これは、この条約の目的が日本区域における平和と安全を確保するにあることを意味する。日本に対する武力攻撃を放置して日本区域の平和と安全を確保できるわけがないことは、いうまでもない。

一般に、集団的安全保障取極において、一の締約国が第三国から攻撃

を受けた場合に他の締約国が絶対的、自動的に武力をもって援助すべきことを定めることは、ほとんどない。現在最も本格的な集団的安全保障取極である北大西洋条約においても、このような場合、各締約国が、「兵力の使用を含めてその必要と認める行動」を執ることによって援助することになっている。また、最近、米国とオーストラリア及びニュージーランド、米国とフィリピンの上に署名された相互援助条約でも、各国がその「憲法上の手続に従って共通の危険に対処するように行動することを宣言する。」と定めている。すなわち、一方が他方の安全を保障するために必ず兵力を使用しなければならぬという趣旨にはなっていない。これは、各国の憲法規定との関係あることであると考えられる。米国でも、用兵の権は、大統領にあるか、議会にあるかが問題になっているのでこの議会の権限にふれるような国際約束をするわけには行かないわけである。

いずれにしても、この条約に基づいて、米国軍が日本に駐屯することになれば、日本は、米国軍によって防衛される地域に事実上なるわけであるから、日本に対する武力攻撃の場合米国が日本を防衛してくれることは、確信をもって期待できるわけである。

(問2) 日本への武力攻撃の場合に合衆国軍隊がとるべき軍事行動は、法的にはいかに説明されるのか。

(答) 国際連合加盟国は、次の2の場合に限って軍事行動をとることができる。すなわち、(1)憲章第51条に基づく自衛権の行使としての場合及び(2)国際連合の行動としての場合である。すなわち、国際連合の行動に基づかない軍事行動は、自衛権の行使の場合に限って許されるわけである。ところで、日本への武力攻撃は、同時に日本に駐とんする合衆国軍隊への攻撃でもあるから、合衆国は、合衆国の自衛権を行使することになる。米国とオーストラリア及びニュージーランド間の相互防衛条約及び米比間の相互防衛条約の第5条では、太平洋における米国の軍隊に対

する武力攻撃が米国に対する武力攻撃と認められていることに留意すべきである。日本もその自衛権を行使する。このようにして、合衆国と日本との間に集団的自衛の関係が実際上生じているわけである。

付録 11 1951年9月20日藤崎・フィン書記官会談メモ 安全保障条約附属行政協定案に関する件

26.9.20、藤崎

9月20日午後、「サン・フランシスコ会議の解説」の安全保障条約に関する部分とむすびの部分に対する外交局の意見をききに、フィン書記官をたずねた。先方の修正意見は、ごく軽微のもので、別添のとおりである。

その際、附属協定の問題について雑談した。要旨次の通り。

フィン 「安全保障条約は、国会で相当難航すると考えるか。」

藤崎 「衆議院では、絶対多数の威力がものをいうだろう。しかし、参議院の方は、去就定まらざる緑風会のようなものあり、面倒だ。」

フィン 「どういう点に困難があるか。」

藤崎 「一番の困難は、条約があまり簡単で、行政協定がまだ決っていないことにあると思う。なにもいえないというのでは、なかなか満足すまい。」

フィン 「これまでやっている通り、まだ決っていないのだからといって逃げたらどうか。」

藤崎 「これまでは、何も案件がなかったのだから、それでも通せた。今度は、しかし、承認してもらわなければならない案件があるから、ギブ・アンド・テイクの関係にある。もつと具体的なことがわからなければ、承認・不承認の態度を決しかねるという言分が立つ。又、あまり政府が何もいわないと、撃論も反対派にくみすることも考えられる。従って、少くとも、どんなことが協定で決められるか位のこと

は、いわなければならない。どういうラインで答弁するかについては、貴方と十分コーディネイトしたい。」

フィン 「そうしていただければ、ありがたい。もう余日もないことだから。」

藤崎 「協定の方の係官がそのうち東京に来ることをエクスペクトしているか」

フィン 「いや、こちらから、大がかりの団が近くワシントンに行くことになっている。協定については、ワシントン、東京、国務、国防の間で意見が一致しておらず、ビッグ・ファイトが行われようとしているところだ。その解決を待たなければならないが、それには少くとも一月はかかると思わなければならない。」

付録 12 1951年10月6日の「行政協定の説明」 ー付・英文

日米安全保障条約の行政協定に関する説明

1951.10.6

1. 経緯

安全保障条約第3条は、米国軍隊の日本国内及び附近における配備を規律する条件は、両政府間の行政協定できめることを明らかにする。安全保障条約の実施細目を行政協定で定めようとする趣旨である。

この行政協定は、安全保障条約が9月8日署名されるまでに、両政府間にまとめあげられる時間的余裕がなかった。行政協定は、これから交渉して作成されるものである。シーボルト大使も、9月28日日米協会における演説で、「条約第3条にいう日本国内及び附近における米国軍の配備の条件を規律する行政協定は、これから両政府間に交渉さるべきものである」と述べている。

もちろん、この行政協定の内容をなすべき事項について、今日まで、

両国間に話合が行われたことは皆無だというのではない。本年1、2月ダレス特使訪日の際、平和条約と並んで安全保障条約について話合が行われた。そして、安全保障条約の構想について意見の一致をみるに至った。その際、行政協定の内容をなすべき事項についても若干意見が交換されたことは、事実である。しかし、協定にまとめあげるまでに結晶しなかった。爾後、米国政府は、50余国を相手として平和条約案を作成する大事業に忙殺されたものごとく、安全保障条約の本文すらサン・フランシスコ会議直前ようやく一応のまとまりをみたほどである。行政協定については、2月の会談の後、ついに、今日まで、交渉することができなかつた実情にある。

2. 内容

本年春の会談で、触れられた諸点と、その構想は、大体次に述べるとおりである。

(a) 行政協定の観念

日本側は、安全保障条約のうちに米国軍隊の日本駐屯の条件のうち主要な事項について原則規定を設けることにし、この条約の実施に必要な細目は、日米共同委員会のようなものを設けて協議作成させることにする考案を述べた。米国側は、駐屯の条件を決定するがごとき広い権限を委員会に与えることは好ましくないとし、駐屯の条件は、政府間の行政協定で定めることにし、日米共同委員会は、本条約と行政協定との実施に当つての連絡協議機関たらしむることを希望した。ここから、行政協定の観念が生れたのである。

(b) 兵力量

日本に駐屯すべき米国の陸、海、空3軍の兵力量は、意見交換の題目となつたことがない。日本側は、これは、主として、米国政府が、平和の維持に対するその責任と日米安全保障条約の責務の見地から、自ら決定すべき米国軍の配備の問題であると考え。もちろん、日本

政府が、要請に応じ、又は、自発的に見解を述べることはありうるかも知れない。

(c) 便益の供与

米国が武力攻撃に対して日本を防衛するために日本の希望に応じて日本国内及び附近にその軍隊を駐屯させる以上、日本側でこれに便益を供与すべきは、当然のことである。現実問題として、米国軍は現に占領軍として日本にあつて日本から土地、建設物、その他諸般の役務の提供をうけつつある。平和条約が発効して占領が終了すると同時に米国軍は、安全保障条約に従つて日本に駐屯する軍隊に性格を一変する。従つて、現に提供されている土地、建設物、その他の役務などの便益が必ずしもそのまま引き続き提供されるということはない。いかなる便益を提供すべきかは、行政協定において、協議して定めようということになっておる。政府としては、予算その他の関係があるので、なるべく早く協議を開始して具体案を得たいと希望しておるけれども、米国側で準備がととのわずとのことで、まだ話合は行われず何も具体的にきまつていない。

(d) 基地

安全保障条約の結果として日本が米国に基地を提供するというようなことは、話題にのぼつたことがない。基地とは、一定の土地の範囲を画して年限を定めて軍事目的に使用しうよう管轄権(ジュリスディクション)を外国政府に与えるものである。かようなものを設定するがごときことは、両政府間で問題とされたことはない。今回の安全保障条約は、日本に対する武力攻撃を阻止するためと極東の平和維持のため米国軍が日本国内及び附近に駐屯することが眼目となつていて、日本はこの軍隊の駐屯に便益を供するものである。北大西洋条約に基づいて米国軍隊が西欧諸国に派遣されているのに似た関係である。安全保障条約は基地供与条約ではないのである。

(e) 経費

米軍の日本駐屯に伴う経費をいかに両国間に分担すべきかについては、米国側から、大抵現在英国に駐屯している米国空軍の例によることにしたいとの話を聞いておる。その説明によると、英国側がその負担で提供する特定の費目を除き、原則として米国の負担となつておることである。

(f) 権能

駐屯する軍隊が起居し、又は、使用する土地建設物を自ら管理し得ねばならぬことはいうまでもない。又、駐屯する軍隊がその使命を達成するため必要な施設や建造を自らなしうようにすることも必要である。これらも、行政協定で、明らかにする必要があると考えられる。

(g) 特権免除

条約に基づいて一国の軍隊が外国にあるとき、その軍隊が特権を享有することは、国際法の通念である。国際法で、当然、他国にあつて特権を享有するものは、元首、外務大臣、軍隊(陸、海、空たるを問わず、このうち、軍艦の享有する特権が最も広い。)外交官、国際機関の職員、領事官(但し、後の二者は条約に根拠をもち、その他は、国際法上の確立した慣行に基づく点で、相違がある。)である。従つて、安全保障条約に基づいて日本に駐屯する米軍が特権を享有すべきは、理の当然であつて、条約に規定せずとも、そうあるべきものである。特権は、裁判権、課税、警察等に及ぶ。もつとも、国際法の慣行も具体的に微細にわたつて確立しておる訳ではないから、協定において明確に準則を定めておくことが、実際上の紛糾を避ける意味において望ましいと考えられる。行政協定で、規定する方針であるけれども、まだ、十分に意見の交換が行われていない。

(h) 救済

占領下にあつては、占領軍又はその構成員の行為や事故によつて生命財産上の損害をうけた邦人に対する救恤の不十分が問題とされた。けだし占領軍に救恤の責任なく、すべて日本政府の行政的救済にまかされて、日本の財政上、十分の補償が与えられない事情があつたからである。安全保障条約の下においては、事態を改善する必要がある点を日本側でとりあげた。米国側は、自分の方で日本側の請求を考慮すべきことに同意し、救恤事務の敏速な運営のため日本側の協力を希望するとの意向を表明した。

(i) 共同委員会

本条約と行政協定の実施に当つて両国間の連絡協議機関として双方同数の委員からなる委員会を設ける考案は、双方において、有用性を認めた。

(j) 行政協定の公表

行政協定は、米軍の駐屯に関する条件を定めるものだから、そのうちには事の性質上公表すべきでないものがありうる。そうでない限り、原則として、適當の機会に公表するのがいいだろうというのが、双方の見解であつた。

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Explanation on the Administrative Agreements
under the Japanese-American Security Treaty

October 1, 1951

I Background

Article III of the Security Treaty provides that the conditions which shall govern the disposition of armed forces of the United States of America in and about Japan shall be determined by administrative agreements between the two Governments. Its purport is that the implementation of the Security Treaty will be made by administrative agreements.

There was not sufficient time for the two Governments to make such administrative agreements by the time the Security Treaty was signed on September 8. They are yet to be negotiated. Ambassador Sebald stated, in his address of September 28 before the America-Japan Society, "The Administrative Agreements referred to in Article 3 to cover the conditions which shall govern the disposition of armed forces of the United States in and about Japan remain to be negotiated between the two governments".

This does not mean, of course, that there has been no discussion between the two countries about the matters which would be covered by the administrative agreements. There were talks about a Security Treaty, in parallel with the Peace Treaty, while Mr. Dulles was in this country in January and February this year, and an agreement of views was reached regarding the concept of the Security Treaty. It is a fact that views were exchanged to some extent at that time concerning the matters which would constitute the substance of the administrative agreements. However, those views were not sufficiently crystallized to formulate an agreement. Thereafter, the American Government seems to have been preoccupied with the great task of drawing up a draft peace treaty in consultation with fifty odd

countries.

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countries. Even the text of the Security Treaty itself had barely been agreed upon before the San Francisco Conference. As to the administrative agreements, there has been no opportunity for negotiation since the conversations of February.

II Contents

The matters touched on in the conversations early this year are generally as follows:

(a) Concept of Administrative Agreement

The Japanese side suggested that the Security Treaty should provide for more important matters concerning the conditions of the stationing of American forces in Japan and that details necessary for the implementation of the Treaty should be discussed and worked out by a Japanese-American joint committee to be established under the Treaty. The American side held that it would not be desirable to give the committee such broad powers as deciding the conditions of garrisoning, and desired that such conditions be determined by administrative agreements between the Governments and that the Japanese-American joint committee be made an organ for liaison and consultation in the execution of the Treaty and administrative agreements. Herein originated the concept of administrative agreements.

(b) Strength of Armed Forces

The strength of the American land, sea and air forces to be garrisoned in Japan has never been taken up as a subject of discussions. It is considered a matter concerning the disposition of the American forces to be decided by the American Government for itself, in the light of its responsibility for the national security of America and the maintenance of peace and its responsibility under the Japanese-American Security Treaty. There may be occasion for the Japanese Government to state its opinion on this point, upon request or of its own accord, but decision should be made by the American Government.

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(c) Furnishing of Facilities

So long as America maintains its forces in and about Japan in compliance with the desire of Japan in order to defend Japan against armed attack, it is a matter of course that Japan should furnish them with facilities. As a matter of fact, American forces are now in Japan as occupation forces and furnished with land, structures, and various services. With the termination of the Occupation upon the coming into force of the Peace Treaty, the character of the American forces will be changed to that of garrison forces in Japan. Accordingly, the land, structures, and various services, which are now being furnished, will not just continue to be furnished as they are. What facilities should be furnished is to be consulted and decided by administrative agreements. The Government hopes to enter into consultation and formulate a concrete plan as soon as possible because of its bearings in the budget and other matters. We understand that the American side is reported not to have completed preparations as yet. The conversation is yet to be started, and nothing has been decided in concrete terms as yet.

(d) Bases

Neither side ever mentioned about furnishing bases to America in consequence of the Security Treaty. Bases are certain delimited areas where jurisdiction is granted to a foreign country for a definite period of time so that they may be used for military purposes. Their establishment has never been discussed between the two Governments. The idea of the recent Security Treaty is that American forces are garrisoned in and about Japan to prevent armed attack upon Japan and to maintain the peace of the Far East, and Japan is to provide facilities for the garrisoning of such forces. The situation is analogous to the stationing of American forces in the Western European countries in accordance with the North Atlantic Treaty. The Security Treaty is not a treaty for the furnishing of bases.

(e) Cost

In regard to the manner of sharing by the two countries of the cost incidental to the garrisoning of American forces in Japan, it has been suggested

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from the American side that in general the instance of the American air forces now garrisoned in Britain might be followed. According to their explanation, the cost is borne in principle by America, except specific items supplied by Britain at its own expense.

(f) Powers

Needless to say, garrison troops should be able to control for themselves the area and structures where they are quartered or which they use. It is also necessary that they should be able to provide for themselves such facilities and structures as are required for the accomplishment of their mission. It is believed that these matters should also be provided for by administrative agreements.

(g) Privileges and Immunities

It is an accepted idea under international law that, when the armed force of a country is in a foreign country in accordance with a treaty, it enjoys certain privileges and immunities. Those who enjoy privileges and immunities in a foreign country as a matter of course in international law are the sovereigns, ministers for foreign affairs, armed forces (whether they are land, sea or air forces; among them warships enjoy the broadest privileges and immunities), diplomatic officials, personnel of international organs, and consular officials (in the case of the last-named two groups it is based on treaties, while there exist an established practice in international law for the others). Accordingly, it is only a matter of course that the American forces garrisoned in Japan in accordance with the Security Treaty should enjoy privileges and immunities. That should be so, even without treaty provisions. The privileges and immunities extend to matters concerning judicial jurisdiction, taxation, police, etc. However, the practice in international law has not been well-established and clearly defined in details, and it is believed desirable for the prevention of complications that definite rules be set in the administrative agreements. It is intended to make such provisions, but full exchange of views has not taken place as yet. These privileges and immunities

are

are personal. Being under the Occupation now, the occupation forces sometimes exercises judicial jurisdiction and police power over the Japanese, but such a state of affairs will not arise in future.

(h) Remedy

Under the Occupation, mention has often been made of the insufficiency of the remedy to the Japanese who have suffered injury to lives or property by acts or accidents on the part of the Occupation Forces or its personnel. It is because the Occupation authorities are under no obligation of remedy and all that can be done is the administrative remedy by the Japanese Government, which has never been adequate on account of the financial difficulties. The Japanese side pointed out the need for remedying this situation under the Security Treaty. The American side agreed that they would make compensations on their own responsibility and expressed the hope that the Japanese side would cooperate with them for its expeditious administration.

(i) Joint Commission

Both sides recognized the usefulness of the proposed joint committee, composed of an equal number of members from both sides, as an organ of liaison and consultation in the execution of the Treaty and administrative Agreements.

(j) Publication of Administrative Agreements

Since the administrative agreements determine the conditions of the garrisoning of American forces, they may contain some matters which, by their nature, are not fit for publication. Otherwise it will be advisable in principle to make them public at a suitable opportunity. That was the opinion of both sides.

付録 /3 衆議院特別委員会における三木（武夫）委員の質問に対する

答弁方針（英文）

Cases where the U.S. forces are
utilized outside of Japan

In cases where the United States utilizes outside of Japan its armed forces stationed in Japan for the maintenance of peace in the Far East, I presume that the United States Government will do so under the closest coordination with the Japanese Government.

Sharing of cost

In regard to the manner of sharing by the two countries of the cost incidental to the garrisoning of American forces in Japan, full exchange of views is yet to be made. It is deemed only natural that Japan whose national defense is to be taken care of should share the cost as far as possible, but it is also an inevitable fact that there is limitation to this due to her present financial conditions.

Establishment of bases

Neither side ever mentioned about furnishing the so-called bases to America. Bases are certain delimited areas where jurisdiction is granted to a foreign country for a definite period of time so that they may be used for military purposes. Their establishment has never been discussed between the two Governments. Needless to say, garrison troops should be able to control for themselves the area and structures where they are quartered or which they use.