

三崎会館の返還について旧日本語教育振興会役員各位の御意見を伺いたく左記の通り会合を催しますから何卒御出席願います。

昭和二十七年六月五日

清算人 長 沼 直 兄

殿

記

一、日時 六月九日（月曜）午後五時半

一、場所 渋谷区南平台三十八（ガス会社隣）

言語文化研究所

懇談会 御案内

本研究所附属東京日本語学校校舎の建築も順調に進み五月下旬には大  
体出来上る豫定であります。就いては今後の諸計画につき御意見を伺  
いたいと存じますので左記の通り日本人側だけの懇談会を開きたいと  
存じます。御出席頂ければ幸甚です。

昭和二十七年四月三日

言語文化研究所

長 沼 直 兄

殿

記

一 場所

神田三崎町 本研究所

二 日時

四月九日（水曜日）午後五時半

三 議題

理事、評議員等の件  
今後の運営並に擴張計画の件

（粗餐の用意をいたして置きます）

In December, 1943 when I happened to meet Mr. Hiroshi Shiratori, whom I knew for many years and who was then working for the Shinseishadan, I casually mentioned to him that I had been looking for a building for rent or sale since the Institute in which I was serving as the general secretary was compelled to move out of the building which it had been renting. It was a casual remark I made on the street. He merely said that he would let me know if he heard of any suitable building.

In January, 1944 Mr. Shiratori came to see me and told me that the Misakikaikan had been for sale. I was very much interested and a few days later I entered into negotiation with the Shinseishadan through Mr. Shiratori. I asked him for the blueprint of the building, but he never gave it to me. I discovered later that he could not give it to me because it had been given to Mr. Saburo Yamagata with whom the Shinseishadan had been negotiating for the sale of the building.

While the negotiation was going on with Rev. Sugaya of the Shinseishadan I was told by a representative of an organization that the building had been promised for rent with a prospect of ultimate sale by Mr. Fujii, the then general secretary of the Misakikaikan. Mr. Fujii told me then that the building had not been in use for some

time and he had to think of renting or selling it. All these go to show that the sale of the building had long been contemplated.

The price was based on the appraisal the Shinseishadan obtained from some professional appraiser.

One thing we wanted to be sure of was the legal aspect of the ownership of the building. I went to the Enemy Property Section of the Ministry of Finance to verify Rev. Sugaya and Mr. Shiratori's statement to the effect that the building was not enemy property. The official in charge showed me a page in the Official Gazette in which an official announcement was made that the Misakikaikan was declared non-enemy property. He told me that there was no necessity for the official approval of the sale since the property was of 100% Japanese ownership and that the Shinseishadan was free to dispose of it. With this assurance I entered into negotiation in detail with the Shinseishadan represented by Rev. Sugaya.

This application was evidently made by the Shinseishadan with proper legal procedures. This is a definite proof that the Shinseishadan considered the property as their own.

After the surrender, in 1945 or 1946, the Japanese government ordered all parties concerning the sale of property belonging to Allied nationals to make a detailed report to the Department of Finance

I inquired at the Department just to make sure, and the reply was that it was not required in our case since it was purely a sale of Japanese-owned property. I was told by Rev. Sugaya that he had not made a report of our case. This is another proof that the Shinseishadan as a body considered the sale as proper.

On the date of the provisional contract, on April 1, 1944 the late Dr. Yujiro Chiba, the then chairman of the Shinseishadan thanked me and expressed his satisfaction for having successfully secured a much needed fund. During the conversation with Dr. Chiba and Rev. Sugaya I gathered that the money we would pay would be spent on a new project at the Kanto Gakuin.

It was evident that the sale was considered for the two reasons of (a) a need for funds for a new project and (b) inability to make use of the building as it was practically in disuse for some time except a part of it having been used for church services for a few members.

In fact these were given me as reasons for the sale. To call it forced sale under duress is definitely wrong. Not a single instance have I heard from any responsible official of the Shinseishadan that the sale was illegal or made under duress. I was told that the requisition was made against the wishes of the Japanese members of the Shinseishadan who could not oppose Dr. Foote for various reasons.

In January, 1948 it was intimated to me that the building might be taken away from us by the application of the Potsdam declaration.

I immediately got in touch with the Department of Finance and requested them to explain our case to the GHQ officials, but they gave us no encouragement by saying that it was a one-sided order of a victorious nation and nothing could be done from their side.

When I met Dr. Foote on January 24, 1948 I handed him the following statement.

1. When I happened to meet Mr. Shiratori in Kanda in December, 1943, I told him that I was looking for an office building for rent, but he merely said he would keep that in mind and let me know if he came across one.
2. In January, 1944 he called on me and told me the possible sale of the Misakikaikan which had not been used since the closing of the English school there.
3. I found later that sales negotiations had been going on with a Mr. Yamagata and another buyer, so that Mr. Shiratori's approach to me was the third attempt on the part of the Shinseishadan.
4. While the negotiation was going on with Mr. Sugaya through Mr. Shiratori, Mr. Fujii the then general secretary of the Misakikaikan tried to rent the building to a certain institution. Neither Mr. Sugaya nor I knew of this till later date.
5. It was evident that both the Shinseishadan and the Misakikaikan authorities were anxious to dispose of the fast deteriorating

building through neglect and disuse. This was much earlier than the time of claimed intimidation by a telephone call from the War Department.

6. The Shinseishadan needed about 300,000 Yen for the use of the Kanto Gakuin. Dr. Chiba told this to me and expressed his satisfaction and gratitude when the contract was made.
7. Not a single official from the Department of Education saw any one of the Shinseishadan before or after the contract. To say that a pressure was brought to bear on them is without foundation.
8. Since our occupation until now, the Church has not paid a penny for the use of the rooms, electricity, gas, repairs, etc.
9. Prior to the conclusion of the sales contract I was assured by the representatives of the Shinseishadan and by the officials of the Finance Ministry that the building was Japanese property and that the question of enemy property could not arise.
10. Whatever the SCAP ruling may be we are bona fide buyers of a Japanese property and entire responsibility for the loss arising from the sale is to be borne by the Board of Directors of the Shinseishadan. We reserve the right of claiming for damages.

On the following day I saw Mr. Blakemore, American lawyer who referred the matter to Mr. Yuasa, Barrister at Law, Mr. Yuasa told

me that we would win the case, but since we would have to file a suit against the Minister of Finance instead of the Shinseishadan it would probably take more than ten years, and advised me to face the misfortune with resignation.

On January 26, 1948 I sent the following note to Dr. Foote.

1. It will be the best that the building should ultimately be restored to the place of God for which it was originally built.
2. While in our possession the work of God has never been disturbed on our account.
3. The building was handed over to us in accordance with an accepted legal procedure in an amicable spirit and it is hoped that the restoration should be realized in an equally friendly spirit while it should satisfy worldly and godly requirements.
4. The building is worth 10 million yen or about \$50,000. But the present purchasing value of ¥400,000 which we paid is now about 26 million yen according to the official rate of computation.
5. We firmly believe that we bought the building by fair and lawful means and take pride in the fact that the building was saved from fire mainly through our efforts when three incendiary bombs



hit the building and the two adjacent buildings were burnt down in April, 1945.

We naturally believe in our ownership legally and morally.

6. The Institute I represent is a non-profit making organization which makes research on problems of teaching Japanese to foreigners. We hope to use the building for a Japanese language school for foreigners.
7. We cannot be reconciled with the idea that our work should be hampered because of the mistake on the part of the Shinseishadan.
8. I earnestly hope that by mutual trust and understanding, the difficulty will be overcome. The circumstances which might otherwise follow would be very embarrassing for all concerned and would positively be detrimental to the cause for which your mission stands.

I do hope that those who have hitherto worked for a common cause should not be forced into becoming enemies because of petty pecuniary considerations.

9. We are willing to return the building as long as we receive a sufficient amount of compensation which will enable us to continue our work.

A few days later I again saw Dr. Foote with Major Gordon Jorgensen of G-2, GHQ, as witness.

I handed him a note as a basis of discussion with an additional

item to the above note to the effect that a gift or contribution was solicited when our Institute try to secure a new place to move to.

Dr. Axling who read this note told me after the meeting that he was pleased with the word "solicited" instead of some other word.

My contention was

1. We bought the building from a Japanese legal person which apparently had every right to dispose of its possessions through legal procedures.
2. You say that the Shinseishadan had no right to dispose of the building as it did. You may be right or may not be right. But it is a matter to be settled between you and the Shinseishadan.
3. We cannot be reconciled with the fact we should be penalized for something which is outside of our responsibility.
4. It is unfair that the very people who should take the greatest responsibility should exactly be the ones who would enjoy the fruit of your action at our expense.

Dr Foote did not give heed to our contentions, but wanted merely to discuss how the building should be returned. During the entire negotiations no representative of the Shinseishadan took part in the discussion.

As the representative of the Institute I could not accept his views. Major Jorgensen and I left Dr. Foote's office without coming

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~~We discussed the matter at length, but the negotiation was not successful.~~

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to terms. In the meantime Major Jorgensen brought me the news that a trial could be held at the GHQ, and I decided to wait for the promised trial. While I was awaiting my opportunity to point out to them the injustice imposed on us by taking an undue advantage of the ambiguous wording of the directive, to my great consternation and disappointment the order from the Ministry of Finance came to us ordering us to stay away from the building for three days and that the building should be returned on March 17, 1948.

There was no choice in the matter but to obey. To oppose this meant the violation of the occupation regulations.

I met Dr. Foote again. My request was:

1. Since we allowed the church to stay in the building for 4 years during which time the church did not pay a single penny for their light, water, or any expense, the church will do the same to us.
2. Since the purchasing value of money changed drastically, some consideration should be made so that we may find a suitable place to move to.

The terms given by Dr. Foote were:

1. We may use a part of the building for 2 years with rent free, but pay upkeep expenses.
2. For the following 2 years pay rent and the expenses.
3. And vacate within 4 years, i.e., by March 18, 1952.

It is definitely a mistake to imagine that our Institute was satisfied with this settlement. It was a one-sided decision with the Occupation Forces at the back. If Dr. Foote thought that I was

But he ~~did not say anything~~  
~~has not made no comment~~  
or ~~said nothing on the case~~  
when he returned to Japan.

satisfied, it was because I had no personal grudges against him who was, I was told, merely carrying out the instruction of the Baptist headquarters, in the United States.

As late as June 14, 1950 I sent a private letter to Dr. Axling who was leaving for the United States requesting him to explain our case to the Mission headquarters. ~~But I did not receive a single comment on this question from him.~~

On 15 November, 1951 I called on Mr. Takeuchi, an official of the Ministry of Finance in charge of foreign property. I then had a chance of reading all the papers concerning our case. In the report of findings sent from the Finance Department to the GHQ, it was clearly stated that the Misakikaikan was not enemy property and the sale was legal. The Finance Ministry strongly recommended against taking the building away from us. However, might proved to be power under military occupation.

The above is an account of the transaction as seen from the side of our Institute. I feel that we have done our share of trying to bring about a peaceful settlement. It is hoped that a satisfactory solution will be reached by mutual cooperation.

Naoe Naganuma, Chairman of the  
Board of Administration,  
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