

RE: SHIMBASHI MARKET

When the blackmarket stalls in Shimbashi were recently abolished there were three proposed sites for the construction of new market under a permanent building form, and among those had presented itself for the necessity of being investigated to uncover if any of illegality.

This Site No. 1 is an area which had been compulsory evacuated during the height of the war for various aerial defensive purposes. All these buildings had been torn down and consequently lots had been leased to the Shiba-Ward Office of Tokyo-to.

This April when the local police authorities were faced with alarming existing black marketing activities around these areas, and tense feud relationship among the Japanese blackmarket stall owners and non-Japanese nationals (Koreans, Formosans, Chinese etc.) and parallel for the reconstruction of the healthy and legal commercial development entire blackmarket stalls had been ordered to be clamped down and closed altogether. Then, around this time, the Shinsei-Sha with the condition that it will make application of construction to the Ward Office with contract of agreements of all the landowners involved in this Site No. 1 be attached to the filed applications, began planning for construction of Shinsei Markets.

Most of the landowners acknowledged agreement for leasing their lots to be used for the market buildings construction, but it is generally an opinion that they had consented for signing of these lease-papers reluctantly for various unknown force and reasons (some could not be contacted due to these owners of land living in evacuated localities). However, one person in particular is furiously opposing an action taken by the Shinsei-Shya. His claim of charges are that the semiforcible attitude and method applied against him by Shinsei-Shya is an infringement of the right of ownership and a virtual trespassing over private property. He is suing for civil action against the Shinsei-Shya. It is also an unconfirmed fact that the Matsudagumi (building contractor) has an iron-hand over the policies

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of the Shinsei-Shya and for all allocation of floor spaces of the new market building.

I. Site No. 1

- A. Enterprised by Shinsei-shya
(partnership organization)
- B. Representative: Keikichi Watanabe.
- C. Building Contractor: Matsuda-gumi.
- D. Area, location and no. of landowners:
 - a. No. 12, 14, 16, 18 and 20 Banchi
of 20-Chome Shimbashi.
 - b. 15 landowners.
 - c. Total ground area: 2727.33 tsubo
" Bldg. " 1270 "
" floor space 2035.65
- E. Time: Filed application for construction
at the Shiba Ward Office on 5 June;
permit granted 5 July.

II. Site No. 2

- A. Total ground area 2600 tsubo
- B. Prosposed for July/Aug. completion
- C. Location 2-Chome No. 2, 3, 4, 6, 8 and 10.

III. Proposed Site No. 3.

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EXPRESSED OPINION RE SHINSEI MKT.

By Landowner I:

A. Kiyoshi Kobayashi, President, K.K. Gokurin.

2497 Kaigan-dori Ohyi Shinagawa Ward, Tokyo.

B. Location and area of the land:

a. Nos. 5, 6, 7 and 8 of 16 Banchi 2-Chome Shiba Ward,
Tokyo.

b. Total area 82 tsubo.

Remarks:

a. The land for the Shinsei mkt. being built now had been during the pre-war period the location of highly profitable Cafe known as "Shojo-rin" enterprised by Gokurin. This building had been torn down during the war by the compulsory evacuation order and consequently these lots were leased to the Shiba Ward Office from Gokurin, until the expiration of the term of contract on April 20, 1946.

b. From early part of this year this area had been the site of the notorious blackmarket stalls which were all under the sphere of Matsuda-gumi influence. The K.K. Gokurin had intention (with strong request of all the company members) to build the building on this site.

Of course they have heard of the news of proposed construct on of Shinsei mkt. and thereupon it was decided to present the company stand toward the responsible representative of the Matsuda-gumi, but unfortunately because of their threatening attitude it failed to be materialized. However, in the meantime, Shinsei-Shya steadily pushed ahead for their completion of construction works.

c. Moreover, they stubbornly insisted that it had been leased through the Shiba Ward Office to the Shinsei-Shya, and inevitably Gokurin had proposed renting of market building equivalent to one-half of the Site (about 40 tsubo) but the proposal was turned down.

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Certain Nakano, a member of Shinsei-Shya, who own lots on this site remarked:

1. "While all other landowners have consented, your contrary attitude alone will prevent carrying out of the new commercial enterprise program being instituted and encouraged by the government authorities.

2. Creating landowner' Association and decide conditions on cooperative basis".

d. Of course it is beside the point to those owning the property and aim only on rent, however, I do not rely only on rental remunerations but strongly uphold the value possessed by the land itself (surface rights) and for this reason I cannot stand to be deprived of right by mere remuneration of the rent. They maneavored to attain their end through building the land against the wish of landowners and thus establishing fait accomplish (basing their stand on policies being encouraged by the authorities).

I am having my private attorney, Saburo Takigawa continue the negotiation, but if my counter-proposal would not be met by Shinsei-Shya I am determined to file civil suit against them.

e. They are outwardly demonstrating as if they are coping for the goodness of the public welfare but actually this is not so. Let us look at their rent and premium right:

a. Premium Right@Tsubo ¥ 2,800. -- ¥ 3,500.

b. Bldg. Rent vvv....@ " ¥ 90. -- ¥ 120.

It is certainly ridiculous to believe that they are serving the public."

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EXPRESSED OPINION II:

By Landowner II:

a. Takanori Kunoki

No. 1040 Ohyi Kita Hamagawa Shinagawa Ward, Tokyo.

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b. Location of the lot and its area:

No. 1, 7, 4-chome Shimbashi, Shiba Ward, Tokyo.
About 50 Tsubo.

Remarks:

The lots as specified above are the location of 'green belt' section as designated under the city-planning plan, and for this reason they were left barren (since after the compulsory evacuation) until lately. But when there was request made to us by the Shinsei-shya for leasing of these lots, I agreed to lease on the same rent as was leased to the Shiba Ward Office. They were leased subsequently to Shinsei-Shya, contract documents had been drawn. I personally have no special objection against building of the market by Shinsei-Shya.

On another lots at No. 2, 4, and 3 of the 2-chome Shimbashi Shinsei-Shya had staked them as proposed site of another market building, but when the original leases had negotiated for their own use, the Shinsei-Shya had sincerely relinquished all the claims, presently, these former leasees are engaged in building their market.