

琉球大学学術リポジトリ

沖縄関係 沖縄の航空権益第一巻

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II
1.
1/24
米トキ
東郷
スナイター
公談

極 秘
無 期 限
部の内
号

決裁 & 2x14
別紙

| | | |
|--|---|-------------------------|
| 大臣秘書官 事務次官 国際外務審議官 以下外務審議官 官房長 | 条約局長 参事官 条約課長 国際協定課長 国際経済課長 | アメリカ局長 参事官 北米第一課長 |
| 日米航空問題 | | |
| (沖繩の米航空本益) | | |
| 米北1 45.7.24 | | |
| I 7月24日 在米大使館 公使 東郷 2240 局長と米駐本館長との会談による要旨 | | |
| において米側が提案 | | |
| 次のとおり。(当方: 大河原参事官、千葉北米 第一課長、宮川安保課長、有馬米通課参事官) | | |
| 他出席、先方: エリソン参事官、シミンソ 書記官、キリオン書記官同席) | | |
| 1. スナイダー公使の要請に次のとおり。 | | |
| (1) 現在沖繩には米航空企業4社(1-スウエト、 TWA、フライングタイガー、コンチネンタル)が | | |

決裁後コピー
沖繩代送付した
(手配済)

あつた
取付
目録

就航して以来、これら企業による既に
 エスタブリッシュされた業務を沖縄施政権
 返還後も確保し、その覇を日本国内に
 与へ、米企業のカースポイントとして維持
 した。 (具体的には、現在の日米航空協定
 附表の B(1)、(2)に覇をコマーシタルとして
 追加すること、B(3)を注記として削除
 すること、これら修正は施政権返還の期日
 に発効すること (理由)
 (2) 更に、施政権返還から米側航空企業に
 及ぼす経済的衝撃を緩和するため、(イ)
 返還後10年間の暫定期間に限り、
 米企業による現在の業務は与へ、継続
 することを認めるとし、(ロ)の結果は
 米企業による沖縄と東京、大阪間の

カボタージュを認めるともなすか、
 米側としては、歴史的に認められた日本本土
 内ルートに自国企業が就航する権利を求
 めておられるは、あくまで沖縄の特殊な
 地位に基づく暫定的な措置を求めている文
 である。(イ)もしも沖縄の米航空利益が一掃に排除
 されれば、米国の経済利益の喪失が明白 (evident) なるとして、
 米国議会等から、これを取り上げることになるであろう。
 (米側説明には、現行日米航空協定により
 認められた経路線上の業務における日米間の
 42%の差は (別添の米側提出ペーパー
 Annex III 参照)、(イ) 1968年統計に
 基づいて約750万ドル (米側が多い) である、(ロ)
 施政権が返還され、沖縄が日本国内の地味
 になると、bookingの上で、米企業の沖縄
 経路線上の42%の利益は日米航空協定に
 chargeable な42%とあり、一方、日本側企業

1. 対し 沖波線路上の42益は 国内線路上の42益となり、同協定に chargeable

な42益2775(18302)、両国間の42益格差は、
 一説に 50 1700万ドルに増加する。(1)後に
 (米側から)

返還後 米側が 現行業務をそのまま 継続
 するに必要となる場合は、42益格差の増加は
 (日本側)
 日本企業に 沖波線路上の42益から 上述(1)
 のように 日米航空協定に charge される
 なるのみにとどまり、50 1100万ドルとなる
 こと、1969年の日米航空交渉による

日本側は 新たに2路線を認められ、
 これら新路線を 活用するに、上記の
 imbalance は 是正されるかと思ふ、との
 ことであった。

(2) (10年の暫定期間の経過後はどうする^(米側)か、

との 当方側内に対し、シミュレーション)
 東京・大阪 ⇔ 那覇の 運航業務は

取止めるか、沖波は 米側の military
 presence がある間は 那覇をポイント

として確保してはならない。

(4) 又 米側は、本邦航空内題は 沖波
 施設を 返還内題の一環として ^{その枠組} ~~その枠組~~
 の中で 処理したい意向であり、今後とも

本邦を 日米航空交渉の場とは 切り離し、
 沖波内題を 討議する場と 取り分けることと
 あり、沖波内題討議の場を 原則的機会に 差し置き、
 然るに、航空交渉の場には 持ち込ま
 ない 方が 好ましい。

2. これに対し、当方より、米側の 要請は十分
 検討するか、と 取り分ける、

(1) 米企業による 日本国内のポーターサービス
 については 暫定期間内は 到底認められない

ものと思ひ、

(2) 本件内題には 沖縄施政の不便問題の

一環としての側面もあり、現在日米航空交渉が盛んに行はれてゐる中、日米航空内題

(あり) 分限は用途交渉が予定され、

全体の枠組内での処理すべき問題である

(3) 又、各路線西直の算定については、国際的に認められた基準がなく、米側の採用する企業収益論も如何なる一に過ぎず、かつ

(種々の基準の)

"passenger revenue" という場合では passenger とは何か (Transit の客を含むか否か等) については日米航空当局間にも合意されず定義はなし。従つて米側の算定をそのまゝ認められたりはしない。との趣旨を伝へて置いた。

II 後刻局内にて打合せしたところの本件対処方針 次のとおり。

1. 手続関係

(1) 別添米側提出ペーパーは早目に運輸省航空局に手交し、詳細検討せしめる。

(7月25日手配済み)

(2) 前記I 1. の米側提案には乗せず、

(4)

本内題は、日米航空交渉の問題としてそれに相応しい対応をとり、との立場をとることをす。

2. 実本関係

本件米側提案は、上述のカタコトの要請

内題をはじめ、TWA、コンチネンタル(両社とも現在沖縄のみ運航中)の日本国内便(2社に追加指定の形あり)

としての沖縄への乗入れをいかに取り扱ひか等

種の内題英がある、慎重に検討する、
日米航空交渉上の懸案、就中日本航空。

シカゴ条約問題、と絡める方法^等につき
十分研究するに必要。

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極 秘
無 期 限
6 部 の 内
/ 号

要 再 回

別 送 回 答 中

| | | | | | |
|-------------------|-------------------|-------------|-------------|-------------|-------------|
| 大 臣 陸 海 空 各 官 房 長 | 大 臣 陸 海 空 各 官 房 長 | 参 事 官 | 参 事 官 | 参 事 官 | 参 事 官 |
| 外 務 省 参 事 官 | 外 務 省 参 事 官 | 外 務 省 参 事 官 | 外 務 省 参 事 官 | 外 務 省 参 事 官 | 外 務 省 参 事 官 |
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日 米 航 空 協 定

(日 米 航 空 協 定)

45. 7. 24

要 再 回

4 頁

(1) a x 2 人

(注) 1. 2. 3. の 米 側 主 張 11.
4. 選 抜 1 米 側 航 空 公 司 10 年 間 現 行 条 約 締 結
1. 2. の 米 側 的 benefit (約 5, 7 百 万 円) に 対 し て 日 本
側 的 外 債 2 億 円 (約 1.0 億 米 元) 日 米 協 定
は 1, 100 万 円 に 限 る (条 款 長)

極 秘
無 期 限
6 部 の 内
2 号

要 再 回

| | | |
|--|---|-----------------------------------|
| 大臣 大臣秘書官 事務次官 外務審議官 外務審議官 官房長 | 条約局長 参事官 条約課長 国際協定課長 国際経済課長 中野副長 | アメリカ局長 参事官 北米第一課長 安全保障課長 |
|--|---|-----------------------------------|

日米航空問題

(三ヶ条の米航空利益)

保護 1-100% 米側主張
45.7.24

| | | |
|-----------------------------------|-----------------------|-----------------------------------|
| 事務次官 三航外務審議官 三航外務審議官 官房長 | 参事官 条約課長 国際協定課長 | アメリカ局長 参事官 北米第一課長 安全保障課長 |
|-----------------------------------|-----------------------|-----------------------------------|

日米航空問題

(三ヶ条の米航空利益)

保護 1-100% 米側主張
45.7.24

アメリカ局長
要 再 回

4頁

(1) a2x2

(註) 1-100%の米側主張は、
 1-100%の米側航空企業は10年以内 現行米側と相続
 (その米側の benefit (約 5.7 百万ドル) に対して、日本
 側は) 利益を 100% 以上 1.100 百万ドルに 100% の 利益 (条約長)

取組みの内容について、そのうちの中身

米協会の基本原則 (1952) は A basic proposition

that has been accepted in principle by both

sides の間では、米協会の基本原則 のこと及び米口企業利益

を第一の事柄としてあり、米協会の基本原則 のこと及び米口企業利益

(1) 相互利益の事業の業務上の利益は、米協会の基本原則 に

基づいて創設されたものがあり、米協会の基本原則 による創設

は米口企業利益の利益の移転を伴う (equitable

treatment) の問題とは異なり、米協会の基本原則 のこと及び米口企業利益

(2) 利益の分配の問題は、米口企業利益の利益の移転を伴う (equitable

treatment) の問題とは異なり、米協会の基本原則 のこと及び米口企業利益

による創設されたものがあり、米協会の基本原則 による創設

は米口企業利益の利益の移転を伴う (equitable

treatment) の問題とは異なり、米協会の基本原則 のこと及び米口企業利益

による創設されたものがあり、米協会の基本原則 による創設

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treatment) の問題とは異なり、米協会の基本原則 のこと及び米口企業利益

による創設されたものがあり、米協会の基本原則 による創設

は米口企業利益の利益の移転を伴う (equitable

treatment) の問題とは異なり、米協会の基本原則 のこと及び米口企業利益

による創設されたものがあり、米協会の基本原則 による創設

は米口企業利益の利益の移転を伴う (equitable

treatment) の問題とは異なり、米協会の基本原則 のこと及び米口企業利益

による創設されたものがあり、米協会の基本原則 による創設

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treatment) の問題とは異なり、米協会の基本原則 のこと及び米口企業利益

による創設されたものがあり、米協会の基本原則 による創設

は米口企業利益の利益の移転を伴う (equitable

treatment) の問題とは異なり、米協会の基本原則 のこと及び米口企業利益

による創設されたものがあり、米協会の基本原則 による創設

は米口企業利益の利益の移転を伴う (equitable

取組ミナシのインセンティブあり、 28/7 5/20 中央局

米協のバーの基となる協定 (Id's p2) は A basic proposition

that has been accepted in principle by both

sides の (a) 階級交叉による米口入企業利益

の増大と (b) 階級交叉による米口入企業利益

の減少 (a) 階級交叉による米口入企業利益の増大は、

米協の創設によるものあり、米協の秩序により、

米口入企業利益の増大の権利移転に伴う (equitake

treatment) の肉親の利益の増大がある。

(b) 階級交叉の肉親の米口入企業利益の減少は、

米協の創設によるものあり、米協の秩序により、

米口入企業利益の減少の権利移転に伴う (equitake

treatment) の肉親の利益の減少がある。

このことは、米協の創設によるものあり、米協の秩序により、

米口入企業利益の減少の権利移転に伴う (equitake

treatment) の肉親の利益の減少がある。

このことは、米協の創設によるものあり、米協の秩序により、

米口入企業利益の減少の権利移転に伴う (equitake

treatment) の肉親の利益の減少がある。

このことは、米協の創設によるものあり、米協の秩序により、

米口入企業利益の減少の権利移転に伴う (equitake

treatment) の肉親の利益の減少がある。

このことは、米協の創設によるものあり、米協の秩序により、

米口入企業利益の減少の権利移転に伴う (equitake

treatment) の肉親の利益の減少がある。

このことは、米協の創設によるものあり、米協の秩序により、

米口入企業利益の減少の権利移転に伴う (equitake

treatment) の肉親の利益の減少がある。

このことは、米協の創設によるものあり、米協の秩序により、

米口入企業利益の減少の権利移転に伴う (equitake

treatment) の肉親の利益の減少がある。

極 秘
無 期 限
6 部 の 内
3 号 - 2 (2)

大臣 大臣秘書官
事務次官
2階外務審議官
1階外務審議官
官房長

条約局長
参事官
条約課長
国際協定課長
国際経済課長

アメリカ局長
参事官
北米第一課長

安全保障課長

日米航空問題
(沖繩の米航空利益)
保護 米側輸入
45.7.24

同前東郷 米北1

I 7月24日 米北2 2113 会談 東郷 米北1
局長と米北1 会談 米北2-3 米北1
に於いて米側を提議

次のとおり。(当方:大河原参事官、千葉北米
カ1課長、宮川安保課長、有馬米北課参事官)

他出席、先方:エリクソン参事官、ジミソン
書記官、キリカノ書記官 同席)

1. スパイター公使の要請并次のとおり。

(1) 現在沖繩に米航空企業4社(1-2ウィア、
TWA、フライワ、ダブー、コンチネンタル)が

GA-5

1733 外務省

2
新航空ルートに3、米企業による目録に
エスタブリッシュされた業務を沖繩に施政権
返還後確保したるが、那覇を日本国内に
スワップ企業、フォーポイントとして維持
1. T1。(真本格的に、現在の日米航空協定
附表の B(1)、(2)に那覇をコアポイントとして
追加することについては、B(3)を注記として削除
することとし、米側が返還の施政権返還の期日
に発効するに理由あり (T=1 由)
(2) 更に、施政権返還の米側航空企業に
及ぼす経済的衝撃を緩和するため、(1)
返還後10年間の暫定期間を以て、
米企業による現在の業務に代り、継続
することと認められたり、(1)の結果は
米企業による沖繩と東京、大阪間の

GA-6

外務省

カボラージュを認めるとしては、
米側と(2)は、歴史的に認められた日本本土

内ルートに自国企業から航路の権利を求
めたいという意向は、あくまで沖地の特殊な

地位に基づく暫定的な措置を求めたいとす

てある。(1) 以上沖地の米航空利益が一辺に排除
された。米側が利益の喪失を明白 (evident) とし、米側
米側議定書から利益を取り上げるとして日本側とある。

(米側説明は「これは、現行日米航空協定により
認められた経路上の業務に及ぼす日本側の

42益格差は (別添の米側提出ペーパー
Annex III 参照)、(1) 1968年(経路)
に2.112

約750万ドル(米側から)とあるが、(2)
施設と権利を返還し、沖地の日本国内の地味

に及ぼす、bookingの上で、米企業の沖地
経路上の42益は日米航空協定に
chargeable な42益とあり、日本側企業

1.58 沖地経路経路上の42益は国内経路
上の42益となり、同協定に chargeable

な42益212.75(163.92) 両国間の42益格差は
一辺に約1700万ドルに増加する。(1)後
(米側から)

返還後米側が現行業務をそのまゝ継続
している場合は、42益格差の増加は

(日本側)
日本側企業の沖地経路経路上の42益から上述(1)
のみに日米航空協定に chargeable と

なるのみにとどまり、約1100万ドルとあり
とあり、1969年の日米航空交渉により

日本側が新たに2経路を認めるとして、
これら新経路を沿用するにあり、上記の

imbalance は是正したと見られる
とあり、(2)

(3) (10年の暫定期間の経路後はとどまり、
(7E))

との当方盾内に対し、シユミツツヨリ
東京・大阪 ⇄ PP 籍の 運輸業者の口

取止はるか、沖繩に米側の military
passenger のある口 PP 籍をポイント

として確保してまいらう。

(4) 又 米側は、本邦航空内題の沖繩

施設と不通過内題の - 王冠として ^{この枠組} ~~施設問題~~
の中で処理して、意向であり、今後と

本邦を 日米航空交渉の場として切り離し、
沖繩内題を討議する場として取り扱うことと

あり、この沖繩内題討議の場は原則的の場合に達してはならない。
航空交渉の場にはならない。

(2) は 40% かと 思う。

又、これに対し、当方より、米側の 要請は十分

検討するか、とりあらず。

(1) 米企業による日本国内のポスターシユは

たとえ暫定期間内なりとし、到底認められぬ

のと 思う。

(2) 本邦内題には 沖繩施設と不通過内題の

- 王冠として認められた、現在 日米航空
交渉が 統一して 2003 年 2 月、日米航空内題
として

全体の枠組内で 処理すべき問題である。

(1) 又、路線西進の 算定については、国際的

に認められた 基準がなく、米側の採用する
企業利益論を 知ることができず、かつ
種々の基準の

"passenger revenue" とした場合と
passenger とした場合との間 (transit

の 算定を含む) により 日米航空当局の
に合意された 定義は ない。従って 米側の

算定を 知ることが できない。

との趣旨を 伝えた。

II 後刻局内打合せにてとりあてた本件
対応方針 次のとおり。

1. 手続関係

(1) 別添米側提出ペーパーは 早目に 運輸省
航空局 に手交し、詳細検討せしむる。

(7月25日 手配済み)

(2) 前記 I 1. (4) の米側提案には 乗込、

本問題は、日米航空交渉の問題 とし、
それに 相応しい対応 としあつた、と 立 ち

とすべくす。

2. 実体関係

本件 米側提案 には、上述の カネクニ の
要請

問題をとり、TWA、コンチネンタル (両社は
現在沖縄のみには運航して) の、日本国内各
地 (2社に追加運航を希望) へ

と し の 沖 港への 乗 込 を い っ か 取 り 扱 い が 等

種の問題矣かあり、慎重に検討する、
日米航空交渉上の懸案、就中 日本航空。

シカゴ乗込問題、と 絡 め る 方 途 を い っ か
十分研究するべくす。

CONFIDENTIAL

July 24, 1970

AIR TRANSPORT RIGHTS

U. S. Talking Points

The existing US-Japan Civil Air Transport Agreement recognizes that by virtue of Article 3 of the Multilateral Treaty of Peace with Japan signed September 8, 1951, Okinawa is considered a U.S. point.

Upon reversion to Japan of the powers granted to the U.S. by Article 3, the U.S. concedes that Okinawa no longer should be considered a U.S. point for purposes of aviation rights since this effect is implicit in the concept of Okinawa reversion, and the Air Transport Agreement should be amended accordingly.

Nevertheless, absent specific agreement of the U.S. and Japan, amendment of the Air Transport Agreement to reflect the changed character of Okinawa as an aviation point would produce effects much broader than those necessarily implied by reversion. Adverse effects on U.S. balance of payments and on U.S. commercial carriers would be created.

A basic proposition in Okinawa reversion discussions that has been accepted in principle by both sides is that Okinawa reversion should not result in a balance of payments loss to the U.S. nor in harm to U.S. business interests operating in Okinawa. It will be important to the USG to show that this

CONFIDENTIAL

2

proposition has been applied to civil aviation aspects of reversion as well as other economic and financial interests of the U.S. Because of continuing concerns about U.S. balance of payments and the considerable influence of U.S. commercial air carriers, the USG attaches great importance to the willingness of the Japanese Government to discuss ways in which these various effects could be alleviated, at least temporarily.

The USG recognizes that it would be unreasonable to request the Japanese Government to agree to permanent, exceptional treatment for Okinawa as a civil aviation point. Accordingly, the USG does not request such consideration. The USG does request, however, that the Japanese Government agree that for a period of ten years following the date of reversion, some of the various adverse effects on U.S. aviation caused by Okinawa reversion be alleviated.

A description of various consequences for aviation rights of Okinawa reversion and the U.S. position on each follow below:

I - Okinawa (Naha) to Remain a Service Point for U.S. Carriers

Four U.S. carriers presently are serving Okinawa. (See Annex I for History of U.S. aviation authority and Annex II for Present U.S. Air Services). The USG considers that the US should continue to have air transport rights in Okinawa so that these four carriers may continue their established operations

CONFIDENTIAL

3

there.

Preservation of these air rights would be confirmed in an amendment to the Schedule of the US-Japan Civil Air Transport Agreement to (a) add Naha as a co-terminal with Tokyo and Osaka in US Routes 1 and 2, and (b) delete Route 3 for both the US and Japan, together with the accompanying footnote. These amendments would come into effect upon the date of reversion.

II - Temporary Continuation of Okinawa-Japan US Transport Rights

At present, both US and Japanese air carriers maintain service between Okinawa and mainland Japan. The USG considers that after reversion US carriers should be allowed to continue for a period of ten years to maintain their services. Japanese agreement to this temporary continuation, while not adversely affecting Japanese carriers, would alleviate some of the economic impact of Okinawa reversion on US air carriers.

The USG does not contest that reversion of Okinawa will convert this presently international route into cabotage inside Japan. Accordingly, the USG does not request the Japanese Government to grant these rights in perpetuity. The USG requests, in effect, a short period of transition so that a part of the economic impact on US aviation in Okinawa be somewhat postponed. If such transition period is not granted by Japan, US air carriers presently operating an Okinawa-Japan service would be prevented immediately upon reversion from

CONFIDENTIAL

operating as at present in Okinawa and would suffer corresponding adverse economic consequences; and the US would experience immediate and adverse balance of payments effects.

The U.S. does not contest the right of Japan, sanctioned by international usage, to limit cabotage rights to its own nationals; and the U.S. certainly does not ask the Government of Japan to grant rights to U.S. carriers over routes historically within Japan proper. The United States Government and the Japanese Government, by transferring administration of Okinawa, would be creating cabotage where none existed before. If the Japanese Government were to seize upon the newly created cabotage character of the Okinawa-Japan route as the reason for immediately declining to allow U.S. carriers to operate over that route and thereby causing them economic hardship, new difficulties would be presented for obtaining U.S. legislative support for the Okinawa reversion agreement.

The U.S. notes that Japanese cabotage regulations, in Article 130, expressly provide that the Minister of Transportation may make exception to the normal requirement that cabotage carriers be of Japanese nationality.

III. Alleviation of "Balance of Benefits" Consequences of Reversion

Both the U.S. and Japan accept the principle that one of the fundamental goals of the Air Transport Agreement is to achieve an exchange of commercial air rights of approximately

CONFIDENTIAL

5

equal value. In 1969, Japan was granted two new routes in recognition of a previous net imbalance in favor of the U.S. The estimated benefit (\$11 million) of those two new routes for Japan will more than offset the 1968 imbalance of \$7-1/2 million.

The USG concedes that upon reversion it would be improper to continue, as at present, to charge Japan for airline revenues resulting from the carriage of traffic between Okinawa and Japan and for routes beyond Okinawa conducted under authority of the Air Transport Agreement. Accordingly, by virtue of this fact alone, Japan will be relieved upon reversion of a benefit charge of approximately \$6.8 million (see Annex III). In addition, Japan will be enabled by virtue of its jurisdiction over Okinawa to enlarge its route authority; for example, between Okinawa and the TPI and Guam, Okinawa-US and Okinawa to third countries. In turn, the U.S. would be charged for route values of services using Okinawa. Tentative U.S. calculations are that the combined route benefit change resulting from US-Japan agreement on Okinawa reversion would total in excess of \$16 million for ^{U.S.} Japan. If these changes were to result from normal causes, the U.S. would concede the right to Japan to ask for compensation in the form of new route rights.

In recognition, however, that these route benefit changes will have resulted from the act of reversion itself, the USG asks the agreement of Japan that, for a transitional period of

CONFIDENTIAL

6

ten years following the date of reversion, these additional benefits to Japan not be used as a basis for Japanese requests for compensatory route rights to be granted by the U.S.

The U.S. position is based not only upon the extraordinary nature of the transfer of jurisdiction over Okinawa, but also upon the fact that a large proportion of U.S. carriage to and from Okinawa results from the U.S. military presence there, which is consonant with the policies of both countries and which, after reversion, will be sanctioned by the US-Japan Security Treaty. Consequently, revenues to U.S. carriers on which calculations of Okinawa route benefits will be based derive substantially from payments by the U.S. Government to U.S. carriers as a cost of supporting our security forces in the Far East. Furthermore, in light of the probability of future adjustments in the U.S. presence in Okinawa following reversion and the reduction in numbers of U.S. bases in Japan, the need for U.S. air services to Okinawa may be reduced and a gradual decline take place in the value of Okinawa to U.S. carriers as a point in their Pacific service patterns. This instability makes extremely uncertain any prediction as to the post-reversion value of U.S. air services to Okinawa. This fact, coupled with the fact that the current US-Japan earnings balance from already granted route authorities itself continues to be unstable, is persuasive that it would be imprudent to attempt upon reversion or even shortly before to confirm any

CONFIDENTIAL

7

supposed changed balance of benefits by the essentially irreversible means of granting new authorities.

Therefore, the U.S. request for a ten-year transitional period before benefits from Okinawa service enter into the calculations of either side in determining the route benefit balance is based on equitable considerations of the nature of reversion, on the military source of revenue of U.S. carriers operating through Okinawa, and on the frailty of any calculations based on inherently changing conditions.

CONFIDENTIAL

8

ANNEX I

HISTORY OF U.S. AVIATION AUTHORITY AT OKINAWA

U.S. airlines have provided scheduled air services to Okinawa since 1947. The U.S. authority to conduct Okinawan air services derived initially from the rights of Occupation under the laws of war. Since the entry into force of the Multilateral Treaty of Peace with Japan, the right to regulate and control aviation rights on the island has derived from Article 3 of that Treaty which confers upon the U.S. "the right to exercise all and any powers of administration, legislation, and jurisdiction over the territory and inhabitants of the islands, including their territorial waters."

In 1952, the U.S. and Japan negotiated the present Civil Air Transport Agreement. During the negotiation of that Agreement, the U.S. received a route from the U.S. via the Central Pacific to Tokyo. The U.S. delegation pointed out to the Japanese that this route description authorized U.S. air services between Okinawa and Tokyo because Okinawa was under the "protection" of the U.S., and, therefore, in accordance with Article 2 of the Civil Air Transport Agreement, was included in the definition of U.S. territory. The Japanese delegation acknowledged that this was the case. However, because of sensitivity in Japan concerning Okinawan sovereignty, the U.S. agreed to a Japanese proposal to have a reciprocal exchange of Okinawan routes accompanied by a footnote which states: "In granting these routes, the respective Contracting Parties are cognizant of the provision of Article 3 of the Treaty of Peace with Japan...under which the United States of America exercises the powers of administration, legislation, and jurisdiction over Okinawa."

CONFIDENTIAL

ANNEX II

PRESENT AIR SERVICES AT OKINAWA

At present, four U.S. carriers serve Okinawa. The pattern and frequency of U.S. carrier services is as follows:

| | |
|--|---|
| Northwest Airlines | 7 weekly roundtrips US-Tokyo Osaka-Okinawa-Taipei (with change of flight number in Tokyo) 3 weekly southbound US-Tokyo Okinawa-Manila 2 weekly northbound Manila- Okinawa-Tokyo-US 2 weekly roundtrips, all cargo, US-Tokyo-Okinawa 1 weekly Tokyo-Okinawa-Taipei 3 weekly roundtrip US-Tokyo- Okinawa-Hong Kong |
| Flying Tiger Line | 6 weekly westbound all-cargo flights which operate US-Tokyo- Okinawa and beyond |
| Trans-World Airlines | 7 weekly roundtrips on its round-the-world service. These flights operate US-Guam-Okinawa Taipei-Hong Kong and beyond in both directions. |
| Continental Airlines/Air Micronesia | 1 weekly roundtrip Saipan-Okinawa |

CONFIDENTIAL

ANNEX III

BALANCE OF BENEFITS

The following bookkeeping balance of benefits shows the revenues earned in 1968 from the operation of air services authorized by the exchange of route rights under the US-Japan Civil Air Transport Agreement:

1968 Balance of Benefits

| | <u>Passenger Revenues 1968 (000)</u> | |
|----------------------|--------------------------------------|--------------------------|
| | <u>US Carriers</u> | <u>Japanese Carriers</u> |
| US-Japan and beyond | \$86,967 | \$75,561 |
| Okinawa-Japan | 3,218 | 5,894 |
| Okinawa-Taipei | | 1,143 |
| Okinawa-Hong Kong | | 12 |
| | <hr/> | <hr/> |
| | \$90,185 | \$82,610 |
| Net Imbalance for US | +7,575 | |

(The above imbalance in earnings constituted the primary justification in 1969 for the grant to Japan to two new routes: Japan-Anchorage-New York, and Japan-Saipan-Guam. These route grants will have an impact on the balance of benefits of about \$11 million which will more than offset the 1968 imbalance in favor of the U.S.)

When Okinawa reverts to Japanese control, a number of changes will occur in the Civil Air Transport Agreement ledger. Japanese airline revenues from the carriage of traffic between Okinawa and Japan (\$5.9 million) will continue to be earned. Except for \$3 million related to through Okinawa-US service, however, these revenues will no longer be charged against Japan in the bilateral accounts because this traffic will become domestic cabotage. Furthermore, the US will not be able to charge Japan for continued Okinawa-Taipei and Okinawa-Hong Kong operations (\$1.2 million) because these services will not be conducted under authority contained in the US-Japan Air Transport Agreement. In addition to these advantageous bookkeeping changes (totaling \$6.8 million), control over Okinawa will enable Japanese carriers to operate from Okinawa to the US under route authority presently contained in the bilateral aviation agreement.

CONFIDENTIAL

2

Effect of Reversion on Charges for Rights to Okinawa

| | <u>Passenger revenues 1968 (000 omitted)</u> | |
|-------------------------------|--|--------------------------|
| | <u>US Carriers</u> | <u>Japanese Carriers</u> |
| 1968 Route Values (Total) | \$90,185 | \$82,610 |
| OKINAWA REVERTS: | | |
| 1) Charge US for: | | |
| Okinawa-US | +1,612 | |
| Okinawa-Taipei | + 280 | |
| Okinawa-Hong Kong | + 395 | |
| Okinawa-Manila | + 225 | |
| 2) Relieve Japan Charges for: | | |
| Okinawa-Japan | | -5,602 |
| Okinawa-Taipei | | -1,143 |
| Okinawa-Hong Kong | | - 12 |
| | <hr/> | <hr/> |
| | \$92,697 | \$75,853 |

Net imbalance in favor of the US: \$16,844

Thus, the preservation of current US air transport rights at Okinawa when that island reverts, together with the other bookkeeping changes in the calculation of the bilateral earnings balance that will accompany reversion, will increase the net imbalance from \$7.6 million to \$16.8 million for a net change of \$9.2 million.

Effect of Reversion During the No-Charge Period

US carriers will suffer little or no revenue loss and Japanese carrier revenue gains will be limited to those attributable to the enlargement of Japan aviation authority due to reversion.

In the calculation of the balance of economic benefits, there would be the following effect during the no-charge time period:

CONFIDENTIAL

2

3

US Retains Present Rights - No Charge

| | <u>Passenger Revenues 1968 (000 omitted)</u> | |
|---------------------|--|--------------------------|
| | <u>US Carriers</u> | <u>Japanese Carriers</u> |
| US-Japan and beyond | \$86,967 | \$75,562 |
| Okinawa-US | no-charge | 292 |
| Okinawa-Japan | no-charge | |
| Okinawa-Hong Kong | no-charge | |
| Okinawa-Taipei | no-charge | |
| Okinawa-Manila | no-charge | |
| | <hr/> | <hr/> |
| | \$86,967 | \$75,853 |

The net increase in the imbalance (as between the present and post-reversion) would therefore be \$3.5 million (\$11.1 million minus \$7.6 million). When the estimated impact of the routes granted Japan in 1969 is taken into account in the above calculation, however, the carrier revenues charged to each side are approximately equal.

CONFIDENTIAL

CONFIDENTIAL

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July 24, 1970

AIR TRANSPORT RIGHTS

U. S. Talking Points

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Upon reversion to Japan of the powers granted to the U.S. by Article 3, the U.S. concedes that Okinawa no longer should be considered a U.S. point for purposes of aviation rights since this effect is implicit in the concept of Okinawa reversion, and the Air Transport Agreement should be amended accordingly.

Nevertheless, absent specific agreement of the U.S. and Japan, amendment of the Air Transport Agreement to reflect the changed character of Okinawa as an aviation point would produce effects much broader than those necessarily implied by reversion. Adverse effects on U.S. balance of payments and on U.S. commercial carriers would be created.

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CONFIDENTIAL

2

CONFIDENTIAL

proposition has been applied to civil aviation aspects of reversion as well as other economic and financial interests of the U.S. Because of continuing concerns about U.S. balance of payments and the considerable influence of U.S. commercial air carriers, the USG attaches great importance to the willingness of the Japanese Government to discuss ways in which these various effects could be alleviated, at least temporarily.

The USG recognizes that it would be unreasonable to request the Japanese Government to agree to permanent, exceptional treatment for Okinawa as a civil aviation point. Accordingly, the USG does not request such consideration. The USG does request, however, that the Japanese Government agree that for a period of ten years following the date of reversion, some of the various adverse effects on U.S. aviation caused by Okinawa reversion be alleviated.

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CONFIDENTIAL

CONFIDENTIAL

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Preservation of these air rights would be confirmed in an amendment to the Schedule of the US-Japan Civil Air Transport Agreement to (a) add Naha as a co-terminal with Tokyo and Osaka in US Routes 1 and 2; and (b) delete Route 3 for both the US and Japan, together with the accompanying footnote. These amendments would come into effect upon the date of reversion.

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At present, both US and Japanese air carriers maintain service between Okinawa and mainland Japan. The USG considers that after reversion US carriers should be allowed to continue for a period of ten years to maintain their services. Japanese agreement to this temporary continuation, while not adversely affecting Japanese carriers, would alleviate some of the economic impact of Okinawa reversion on US air carriers.

The USG does not contest that reversion of Okinawa will convert this presently international route into cabotage inside Japan. Accordingly, ⁽¹⁾ the USG does not request the Japanese Government to grant these rights in perpetuity. The USG requests, in effect, a short period of transition so that a part of the economic impact on US aviation in Okinawa be somewhat postponed. If such transition period is not granted by Japan, US air carriers presently operating an Okinawa-Japan service would be prevented immediately upon reversion from

CONFIDENTIAL

CONFIDENTIAL

operating as at present in Okinawa and would suffer corresponding adverse economic consequences; and the US would experience immediate and adverse balance of payments effects.

The U.S. does not contest the right of Japan, sanctioned by international usage, to limit cabotage rights to its own nationals; and the U.S. certainly does not ask the Government of Japan to grant rights to U.S. carriers over routes historically within Japan proper. The United States Government and the Japanese Government, by transferring administration of Okinawa, would be creating cabotage where none existed before. If the Japanese Government were to seize upon the newly created cabotage character of the Okinawa-Japan route as the reason for immediately declining to allow U.S. carriers to operate over that route and thereby causing them economic hardship, new difficulties would be presented for obtaining U.S. legislative support for the Okinawa reversion agreement.

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CONFIDENTIAL

CONFIDENTIAL

equal value. In 1969, Japan was granted two new routes in recognition of a previous net imbalance in favor of the U.S. The estimated benefit (\$11 million) of those two new routes for Japan will more than offset the 1968 imbalance of \$7-1/2 million.

The USG concedes that upon reversion it would be improper to continue, as at present, to charge Japan for airline revenues resulting from the carriage of traffic between Okinawa and Japan and for routes beyond Okinawa conducted under authority of the Air Transport Agreement. Accordingly, by virtue of this fact alone, Japan will be relieved upon reversion of a benefit charge of approximately \$6.8 million (see Annex III). In addition, Japan will be enabled by virtue of its jurisdiction over Okinawa to enlarge its route authority; for example, between Okinawa and the TTPI and Guam, Okinawa-US and Okinawa to third countries. In turn, the U.S. would be charged for route values of services using Okinawa. Tentative U.S. calculations are that the combined route benefit change resulting from US-Japan agreement on Okinawa reversion would total in excess of \$16 million for Japan. If these changes were to result from normal causes, the U.S. would concede the right to Japan to ask for compensation in the form of new route rights.

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CONFIDENTIAL

ten years following the date of reversion, these additional benefits to Japan not be used as a basis for Japanese requests for compensatory route rights to be granted by the U.S.

The U.S. position is based not only upon the extraordinary nature of the transfer of jurisdiction over Okinawa, but also upon the fact that a large proportion of U.S. carriage to and from Okinawa results from the U.S. military presence there, which is consonant with the policies of both countries and which, after reversion, will be sanctioned by the US-Japan Security Treaty. Consequently, revenues to U.S. carriers on which calculations of Okinawa route benefits will be based derive substantially from payments by the U.S. Government to U.S. carriers as a cost of supporting our security forces in the Far East. Furthermore, in light of the probability of future adjustments in the U.S. presence in Okinawa following reversion and the reduction in numbers of U.S. bases in Japan, the need for U.S. air services to Okinawa may be reduced and a gradual decline take place in the value of Okinawa to U.S. carriers as a point in their Pacific service patterns. This instability makes extremely uncertain any prediction as to the post-reversion value of U.S. air services to Okinawa. This fact, coupled with the fact that the current US-Japan earnings balance from already granted route authorities itself continues to be instable, is persuasive that it would be imprudent to attempt upon reversion or even shortly before to confirm any

CONFIDENTIAL

CONFIDENTIAL

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Therefore, the U.S. request for a ten-year transitional period before benefits from Okinawa service enter into the calculations of either side in determining the route benefit balance is based on equitable considerations of the nature of reversion, on the military source of revenue of U.S. carriers operating through Okinawa, and on the frailty of any calculations based on inherently changing conditions.

CONFIDENTIAL

CONFIDENTIAL

ANNEX I

HISTORY OF U.S. AVIATION AUTHORITY AT OKINAWA

U.S. airlines have provided scheduled air services to Okinawa since 1947. The U.S. authority to conduct Okinawan air services derived initially from the rights of Occupation under the laws of war. Since the entry into force of the Multilateral Treaty of Peace with Japan, the right to regulate and control aviation rights on the island has derived from Article 3 of that Treaty which confers upon the U.S. "the right to exercise all and any powers of administration, legislation, and jurisdiction over the territory and inhabitants of the islands, including their territorial waters."

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CONFIDENTIAL

CONFIDENTIAL

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| | 2 weekly northbound Manila- Okinawa-Tokyo-US |
| | 2 weekly roundtrips, all cargo, US-Tokyo-Okinawa |
| | 1 weekly Tokyo-Okinawa-Taipei |
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CONFIDENTIAL

CONFIDENTIAL

ANNEX III

BALANCE OF BENEFITS

The following bookkeeping balance of benefits shows the revenues earned in 1968 from the operation of air services authorized by the exchange of route rights under the US-Japan Civil Air Transport Agreement:

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| Okinawa-Taipei | | 1,143 |
| Okinawa-Hong Kong | | 12 |
| | <hr/> | <hr/> |
| | \$90,185 | \$82,610 |

Net Imbalance for US +7,575

(The above imbalance in earnings constituted the primary justification in 1969 for the grant to Japan to two new routes: Japan-Anchorage-New York, and Japan-Saipan-Guam. These route grants will have an impact on the balance of benefits of about \$11 million which will more than offset the 1968 imbalance in favor of the U.S.)

When Okinawa reverts to Japanese control, a number of changes will occur in the Civil Air Transport Agreement ledger. Japanese airline revenues from the carriage of traffic between Okinawa and Japan (\$5.9 million) will continue to be earned. Except for \$.3 million related to through Okinawa-US service, however, these revenues will no longer be charged against Japan in the bilateral accounts because this traffic will become domestic cabotage. Furthermore, the US will not be able to charge Japan for continued Okinawa-Taipei and Okinawa-Hong kong operations (\$1.2 million) because these services will not be conducted under authority contained in the US-Japan Air Transport Agreement. In addition to these advantageous bookkeeping changes (totalling \$6.8 million), control over Okinawa will enable Japanese carriers to operate from Okinawa to the US under route authority presently contained in the bilateral aviation agreement.

CONFIDENTIAL

CONFIDENTIAL

Effect of Reversion on Charges for Rights to Okinawa

| | <u>Passenger revenues 1968 (000 omitted)</u> | |
|-------------------------------|--|--------------------------|
| | <u>US Carriers</u> | <u>Japanese Carriers</u> |
| 1968 Route Values (Total) | \$90,185 | \$82,610 |
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| Okinawa-Taipei | + 280 | |
| Okinawa-Hong Kong | + 395 | |
| Okinawa-Manila | + 225 | |
| 2) Relieve Japan Charges for: | | |
| Okinawa-Japan | | -5,602 |
| Okinawa-Taipei | | -1,143 |
| Okinawa-Hong Kong | | - 12 |
| | <u>\$92,697</u> | <u>\$75,853</u> |

Net imbalance in favor of the US: \$16,844

Thus, the preservation of current US air transport rights at Okinawa when that island reverts, together with the other bookkeeping changes in the calculation of the bilateral earnings balance that will accompany reversion, will increase the net imbalance from \$7.6 million to \$16.8 million for a net change of \$9.2 million.

Effect of Reversion During the No-Change Period

US carriers will suffer little or no revenue loss and Japanese carrier revenue gains will be limited to those attributable to the enlargement of Japan aviation authority due to reversion.

In the calculation of the balance of economic benefits, there would be the following effect during the no-charge time period:

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US Retains Present Rights - No Charge

| | <u>Passenger Revenues 1968 (000 omitted)</u> | |
|---------------------|--|--------------------------|
| | <u>US Carriers</u> | <u>Japanese Carriers</u> |
| US-Japan and beyond | \$86,967 | \$75,562 |
| Okinawa-US | no-charge | 292 |
| Okinawa-Japan | no-charge | |
| Okinawa-Hong Kong | no-charge | |
| Okinawa-Taipei | no-charge | |
| Okinawa-Manila | no-charge | |
| | <u>\$86,967</u> | <u>\$75,853</u> |

The net increase in the imbalance (as between the present and post-reversion) would therefore be \$3.5 million (\$11.1 million minus \$7.6 million). When the estimated impact of the routes granted Japan in 1969 is taken into account in the above calculation, however, the carrier revenues charged to each side are approximately equal.

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夏知大臣の東郷アメリカ局長とスナイダー公使との会談中 標記米側申入に關する部分記載を
貴使参考までに別添送付す。

本信送付先: 米 沖縄復興準備委 日本国政府代表

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