

琉球大学学術リポジトリ

米国管理下の南西諸島状況雑件 沖縄関係 沖縄に
おける国・県有地（調査団報告・処理方針）

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国公有地の貸借問題

条約局長
参事官
条約課長
法規課長

アメリカ局長
参事官
北米第一課長
安全保障課長

秘
無期限

旧国所有地の賃借に關する米国民政府とアニグ・J・ホル・ワットの契約

45. 7. 17. 米紙 (佐藤)

1. 標記の件に關し、17日、在京米国民政府大使館に江書記官より米国民政府とアニグ・J・ホル・ワットの契約書の写しを入手したのと同様である。(関連電報別添)

2. 江書記官は、同件例の事件契約書全文を公表することについて、外部からの留内は答へず、事件 lease の施政権運送と加へて了るものとの事

外部からの留内は答へず、事件 lease の施政権運送と加へて了るものとの事

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外部からの留内は答へず、事件 lease の施政権運送と加へて了るものとの事

3. 事件契約書の写しを大蔵省及び対策庁へ送付するに付、17日、

GA 61

外務省

極 秘
無 期 限
部 の 内
号

7/17
左 京 米 本 子 ン 子
大 蔵 省 (西 京 米 本 子)
住 民 局 (住 民 米 本 子)
No. 100 24/25

L E A S E

This Lease, effective as of the 1st day of August, 1963, between the Ryukyuan Property Custodian, United States Civil Administration of the Ryukyu Islands, (hereinafter Lessor), and Manneng Corporation, a corporation organized and existing under the laws of the State of California, (hereinafter Lessee);

WITNESSETH:

WHEREAS, Lessor warrants that it is the lawful custodian of and has the right to lease to Lessee as hereinafter set forth certain Japanese State and Okinawan prefectural land, more particularly described in Annex I of this agreement of lease and hereby made a part hereof, and hereinafter at times referred to as the premises; and

WHEREAS, Lessee desires to lease the said premises.

NOW THEREFORE, in consideration of the mutual agreements herein contained the parties do hereby covenant to and with each other as follows:

1. Lessor does hereby lease to Lessee, and Lessee hereby accepts the same from Lessor, the property set forth in Annex I hereof under the designation "Total Tsubo Leased."

2. Lessee shall have the right to use the aforesaid leased premises for the erection and renting of houses and multiple unit residential buildings and the erection of an office building for use of the Lessee itself. Any uses of the land other than those mentioned above will require the prior approval of the Lessor. Any rights granted herein are subject to compliance with applicable zoning laws and building restrictions.

It is the understanding of the parties that at some future date the City of Naha may desire to utilize certain portions of said premises for extension of a public road or roads. In the event that a portion of the premises is transferred for the use of such public road said portion shall be deleted from the premises covered by this lease and the rental payment reduced accordingly. Lessee agrees to build no structure on the land proposed for use of the Naha city road as designated in Annex I without prior permission of the Lessor.

3. Lessee shall pay to the Lessor for the aforesaid premises a rental of seven cents (7¢) per tsubo per month during the term of this lease, said rental to be payable in advance within the first five days of each month, excepting only the month of August 1963, for which month the rental shall be paid at any time during said month.

The parties agree that either party may at any time after five (5) years from the effective date of this Lease request that the rental be renegotiated, and in the event the parties cannot agree upon a new rental rate that said issue shall be submitted to arbitration as provided under Article 12 hereof. In connection with any said renegotiation of rental rate the parties will take into consideration changes in the use of the land by the Lessee and the increase or decrease in the value of the land herein leased.

C O P Y

Said right to request rental negotiations on the foregoing basis shall remain with the parties throughout the term of the lease as a right that either of them may exercise at any time subsequent to each five (5) year period following a negotiation and determination of a rental for the premises.

4. Lessee agrees to pay and discharge when due and payable all taxes and charges, including those for utilities, due and payable by the Lessee arising from its utilization of the premises and ownership of property on the premises during the duration of the lease.

5. Lessee agrees that it will indemnify and save Lessor harmless from any and all liability arising from injury to persons or property on or about the leased premises arising out of any negligence on the part of Lessee.

6. The term of this lease shall be for twenty (20) years and the Lessee shall have the right to renew this lease on the same terms and conditions for an additional twenty (20) years, and moreover in the event that Lessee has constructed or caused to be constructed on the premises multiple unit residential buildings or commercial structures within the aforesaid term or renewal thereof Lessee shall have the right to again renew this lease on the same terms and conditions for an additional twenty (20) year period.

7. Lessee hereby agrees that the premises or any part thereof shall not be subleased without the prior written consent of the Lessor.

8. Lessee shall have the right to terminate this lease at any time after 1 August 1964 by giving Lessor six months' prior notice in writing.

9. Lessor covenants that Lessee shall and may enjoy peaceable possession of the premises during the term of the lease provided Lessee abides by the terms hereof, and, provided further that this lease shall terminate forthwith with regard to such land or portion thereof at such time as custody and control thereof is absolutely lost to the Lessor as a result of return thereof to the complete sovereignty of Japan or Okinawa Prefecture; however, Lessor covenants to use its best efforts to preserve Lessee's rights thereto as set forth herein.

10. Lessee shall have the right and obligation to remove from the premises its property, real and personal, within a reasonable time after termination of this lease and Lessor shall be given the first opportunity to purchase said property or any portion thereof at a mutually agreeable price.

11. Lessor shall have the right to terminate this lease forthwith in the event Lessee is in default of rental payments for a period exceeding thirty (30) days.

12. Any dispute between the parties arising out of or relating to this lease or any alleged breach thereof shall be determined by arbitration, both parties to agree upon an arbitrator within thirty (30) days after either party gives the other notice of a dispute, and in the event the parties cannot agree within said period, each shall appoint an arbitrator within the next thirty (30) days and said

C O P Y

arbitrators shall agree upon a third arbitrator. The findings of a majority of the arbitrators thus selected shall be final and binding upon the parties hereto.

13. This lease shall be binding upon the parties, their assigns and legal successors in interest.

IN WITNESS WHEREOF the parties have executed this lease.

Lessor: /s/t/ JOHN T. SHEEHAN
RYUKYUAN PROPERTY CUSTODIAN,
United States Civil Administration
of the Ryukyu Islands

Lessee: /s/t/ EDWARD A. SHAY
MANNING CORPORATION

國策有地ノ米例による政府(ノ空付
米地につき、おねより、在米米大の空付
糧供米手並一おりたところ、今般同
七休館より、別紙資料を送付致し奉る
の、此等為記の供一奉る。

返答所直も毎世別添
〜のり。



①
②



秘
無期限

AMBASSY OF THE
UNITED STATES OF AMERICA

Tokyo, Japan

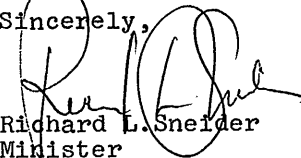
September 28, 1970

Mr. Fumihiko Togo
Director-General
American Affairs Bureau
Ministry of Foreign Affairs
Tokyo

Dear Mr. Togo:

For your information and assistance I am transmitting herewith a list prepared by the Ryukyu Property Custodian of Government Lands on Okinawa leased by the U.S. Administration to Private Interests (Foreigners), dated September 28, 1970.

Sincerely,


Richard L. Sneider
Minister

Enclosure:

List of Government Lands.

アメリカ局長 23
参事
北米第一課長

本署(岡島参事)米保
行(根拠回復) 2/30

September 28, 1970

Government Lands on Okinawa Leased by the U.S. Administration
to Private Interests (Foreigners)

Lessees	Area Leased	Type of Property
1. Bank of America	680.00 T	(S - 205.00T (P - 475.00
2. Manneng Corporation	6,577.78	(S - 4,543.42 (P - 2,034.36
3. United Seamens Service	1,520.50	State
4. (Okinawa Plywood Co.	2,873.75 (water surface)	"
(" " "	2,437.00 " "	"
(" " "	4,511.00 " "	"
5. Williams International Inc.	90.00	Prefectural
6. American Bot Co., Inc.	246.00	"
7. CG Sharp & Co., Inc.	63.00	"
8. EJ Griffith Co., Inc.	179.00	"
9. (Connell Bros. Co., Ltd.	156.40	"
(" " " "	77.76	"
10. Machinato Machine Shop	25.00	"
11. (George W. Hall	47.60	"
(" " "	63.82	"
12. Okinawa Soft Drinks	57.25	State
13. Okinawa Yacht Club.	1,591.18 & 39,493 tsubo of water surface	"
14. Gulf Asian Terminals, Inc.	30.25	"
15. Catholic Ryukyuan Mission	982.36 T	State
" " "	82.00	Prefectural
" " "	31.40	"
" " "	5.80	"
" " "	90.00	"
" " "	69.00	"
" " "	170.00	State

TOTAL: 62,150.85 T



EMBASSY OF THE
UNITED STATES OF AMERICA

Tokyo, Japan

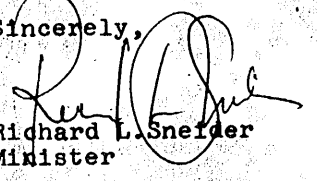
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Director-General
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Ministry of Foreign Affairs
Tokyo

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Richard L. Sneider
Minister

Enclosure:

List of Government Lands.

安全保障課長
秘
無期限

開封
42
28
1970

September 28, 1970

Government Lands on Okinawa Leased by the U.S. Administration
to Private Interests (Foreigners)

Lessees	Area Leased	Type of Property
1. Bank of America	680.00 T	(S - 205.00T (P - 475.00
2. Manneng Corporation	6,577.78	(S - 4,543.42 (P - 2,034.36
3. United Seamens Service	1,520.50	State
(Okinawa Plywood Co.	2,873.75 (water surface)	"
(" " " "	2,437.00 " " "	"
(" " " "	4,511.00 " " "	"
5. Williams International Inc.	90.00	Prefectural
6. American Bot Co., Inc.	246.00	"
7. CG Sharp & Co., Inc.	63.00	"
8. EJ Griffith Co., Inc.	179.00	"
9. (Connell Bros. Co., Ltd.	156.40	"
(" " " "	77.76	"
10. Machinato Machine Shop	25.00	"
11. (George W. Hall	47.60	"
(" " " "	63.82	"
12. Okinawa Soft Drinks	57.25	State
13. Okinawa Yacht Club,	1,591.18 & 39,493 tsubo	"
	of water surface	"
14. Gulf Asian Terminals, Inc.	30.25	"
15. Catholic Ryukyuan Mission	982.36 T	State
" " "	82.00	Prefectural
" " "	31.40	"
" " "	5.80	"
" " "	90.00	"
" " "	69.00	"
" " "	170.00	State

TOTAL: 62,150.85 T

Confidential

Tokyo, October 5, 1970.

Dear Minister Sneider:

I wish to acknowledge the receipt of your letter of September 28, 1970, transmitting therewith a list prepared by the Ryukyu Property Custodian of Government Lands on Okinawa leased by the U.S. Administration to Private Interests (Foreigners).

I would appreciate it very much if you could furnish us with further information on the locations of the areas included in the list mentioned above.

Sincerely yours,

Fumihiko Togo
Director-General,
American Affairs Bureau,
Ministry of Foreign Affairs.

Mr. Richard L. Sneider,
Minister,
Embassy of the United States
of America,
Tokyo.

秘
無期限

Confidential

(Draft)

アメリカ局長
参官
北米第一課

45. 10. 4

Dear Minister Sneider:

I wish to acknowledge the receipt of your letter of September 28, 1970, transmitting therewith a list prepared by the Ryukyu Property Custodian of Government Lands on Okinawa leased by the U.S. Administration to Private Interests (Foreigners).

I would appreciate it very much if you could furnish us with
~~It would be appreciated if further information to~~
show the location of the areas included in the list
~~mentioned above be furnished us.~~

Sincerely yours,

Fumihiko Togo
Director-General,
American Affairs Bureau,
Ministry of Foreign Affairs

Mr. Richard L. Sneider,
Minister,
Embassy of the United States of America,
Tokyo



EMBASSY OF THE
UNITED STATES OF AMERICA

Tokyo, Japan

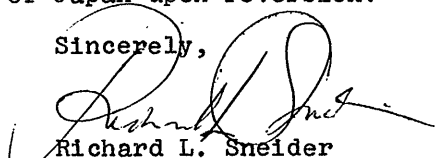
October 30, 1970

Mr. Yoshio Okawara
Assistant Director-General
American Affairs Bureau
Ministry of Foreign Affairs
Tokyo

Dear Mr. Okawara:

In response to Mr. Togo's letter of October 5, 1970 requesting further information on the locations of the areas of Government lands on Okinawa leased by the U.S. Administration to foreign private interests, I am transmitting herewith 18 maps showing the location of each area. I hope that this information will be sufficient to allow the Government of Japan to assure present lessees of Government lands on Okinawa that their leasehold and equity interests in the land they now occupy will be respected by the Government of Japan upon reversion.

Sincerely,


Richard L. Sneider
Charge d'Affaires ad interim

Enclosures:

Index Map: Map of Okinawa - Scale of 1:100,000
Map No. 1 - Naha City
Map No. 1-1: Bank of America
Map No. 1-2: Manneng Corporation
Map No. 1-3: United Seamens Service
Map No. 1-4: Okinawa Plywood Co.
Map No. 1-5: Okinawa Plywood Co.
Map No. 1-6: Okinawa Plywood Co.
Map No. 1-7: Catholic Ryukyuan Mission
Map No. 2: Urasoe City
(George W. Hall
Map No. 2-1: (Connell Bros. Co., Ltd.
(Machinato Machine Shop

Enclosures (continued)

2

Map No. 2-2: Williams International Co.
(C.F. Sharp & Co., Inc.)
Map No. 2-3: (E.J. Griffith Co., Inc.
(American Bottling Co., Inc.)
Map No. 2-4: Okinawa Soft Drinks - water line right-of-way
Map No. 3: Catholic Ryukyuan Mission (Yonabaru Cho)
Map No. 4: Okinawa Yacht Club (Misato Son)
Map No. 5: Gulf Asian Terminals, Inc. (Yonagusuku Son)
Map No. 6: Catholic Ryukyuan Mission (Nago City)

24

3

3

5
#

File



参酌課長

法規課長

安全保障課長

アメリカ局長

参事

北米第一課長

在冲绳の米軍管理固有地

について

46.6.23
米北一(有地)

「在冲绳米軍管理固有地中、国家總務局
が直接に保有する約350万坪の固有

地は、地主個人に登記されては、通常の
取得が内題視されている」との4月21

日付冲绳5142記事(右後列譯)に
23日、防衛施設庁A.V.大蔵省に照合(有

り)下記のとおり、の参考を

記

GA-5

外務省

1038

1. 防衛施設庁(冲绳対策室 井上専治)

(1) 施設庁にどのような問題があるかと
いふ点、目下大蔵省に在りて、在冲绳

固有財産の調査を調査中であること、その
結果を請うておられることとある。

(2) 戦争中の軍の積置に在りて、軍用地の問題と
いふ点、長上と、當時は同様に調査中である

こと、米北一に、^{時時}給付を起している。
戦争中、軍用地の調査は、登記に

対して、1件に在りて、戦争末期に、
積置の地籍が、整理中であること、(有地)と

いふ。 自分、向い、例に、大蔵、藤田山

の施設、地籍、現在、資料に在りて、

GA-8

外務省

あり。 (尤も現在の調査は、更に調査が
有効なものがあることより、報告が調査

類から“調査”とあるもの。 “調査”とある
ものは、調査と相違ないものと見られることより、

(例、本論の21.11.11)

1. 年々(21.11.11)

2. 大蔵省 (理研局 国有財産管理課 河村謙也)

大蔵省が本課の調査、検討したところ
にあり。 (21.11.11)

(1) 大蔵省は毎年各省の報告を徴し、国有財
産を総合把握し、その結果を、総務省の報告

報告は昭和19年と昭和21年の結果、総務省が昭和
22年に各省の報告を復讐させたこと。

昭和18年から昭和21年までの各省
報告は、調査されたもの。 実際の調査は

昭和22年の“復讐”報告は、各省の報告より
整理されたもの。

1. 3. 10 陸海軍省は、11月にも昭和
22年10月頃、(21.11.11) 昭和

18年以降の調査、軍内係(国有財産)取調
調査その他業務に、(21.11.11) 昭和

記録は、(21.11.11) 国有財産管理課の調査
を、(21.11.11) 昭和

(2) 上記の1の業務もあり、大蔵省の調査
は、(21.11.11) 昭和

(21.11.11) 調査団を派遣し、(21.11.11) 調査
結果は、(21.11.11) 昭和

結果は、(21.11.11) 昭和

(1) 陸海軍省及び海軍省の調査結果は、(21.11.11) 昭和

有ルノ手續員等ハ其ノ後 豫定ノ豫定額
 比引込地カキルニ付 同程額向カシヨ
 算定係殊請整理 資料ニ 著入可ルハ
 沖繩條件資料ニ 殆ク入可ルニ付
 四) 官有島 石垣島等 難民ノ移入ノ事
 下ノ地域ニ付 資料ニ 著入可ル
 現地ニ
 此ノ外 之ノ外ニ 之ノ外ニ 難民中
 軍ノ移入ニ付 固有財産ニ 登記
 此ノ外 之ノ外ニ 之ノ外ニ 所置
 島ニ 之ノ外ニ 現地資料ニ 著入
 五) 沖繩ニ 移入後 米軍ノ 地主
 "固有財産"ニ 登記 之ノ外 之ノ外
 此ノ外 之ノ外 之ノ外 之ノ外
 取付 之ノ外 之ノ外 之ノ外 之ノ外

記 "固有財産"ニ 付 固有財産
 之ノ外 之ノ外 固有財産
 此ノ外 之ノ外 之ノ外
 一) 沖繩 現地ニ 著入 之ノ外 "固有財産"
 之ノ外 之ノ外 之ノ外
 此ノ外 之ノ外 之ノ外 土地ノ 登記 (現
 地ニ 著入) 之ノ外 之ノ外 之ノ外
 沖繩ニ 同法ノ 適用ノ 相違 之ノ外 之ノ外
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 二) 上記 之ノ外 之ノ外 之ノ外 (之ノ外 之ノ外)
 之ノ外 之ノ外 之ノ外 之ノ外

入会者の資料 (半年に1回) 及び 証券取引
会社) に 14 課の中心 国有財産と 土地

課に 14 課の中心 国有財産と 土地
課に 14 課の中心 国有財産と 土地

課に 14 課の中心 国有財産と 土地