BOARD OF TRADE

A.E.P E637 475/P.1

Date of Paper	
Date Registered	21.1.52.
Previous Papers	AEP.475/P. 593/P
Other Division Papers	
	21 JAN 1952
	Miss Hunter.

Collection and Realization of Japanese Assets in the United Kingdom.

~~BT 271/429~~

K BT 271/430

Indexed: Japanese / U.K Assets

Cross referenced:

Botreg 1 A

WHEN THIS FILE IS PASSED ON THE FULL REFERENCE (INCLUDING THE YEAR) AND THE ADDRESSEE'S NAME MUST BE ENTERED ON YOUR TRANSIT SLIP.

REFERRED TO	ROOM NO.	DATE	REFERRED TO	ROOM NO.	DATE
Miss Hunter		7 MAR 1952	Mr Gildea		10/4/52
Miss Hunter.		10/3/52	Solicitor		27/10/52
Mr Vicary		10/3	Mr. Gildea		29 10 52
Miss Hunter.		11/3	Mr. Cypress		31/10
			Mr Mackenzie		5/12
			Mrs Bosworth		9/12/52
Mr Brooks		4/4			
Mr. Lewis W/44661	547	3/4	Mr. Gildea		18/12
		3/4/52			
		15/4/52	Mr. Brookes W 44661		31/1.
"PA"		15/4/52			2/3
P.A. NOTED 15/4/52 PM					
Miss Hunter		26/	Mr. Gildea		23/3/53.
Mr Gildea		26/7	Miss Gough		20 12 53
		18/8	Mr Clayton		23 12 54
Mr. Gildea		20/8.	P.A.		8/3/62
Mr. Mackie.		22/8	P.A. NOTED		8/3/62
Mr Gildea		26/8/52	Mr Mackenzie		11.4.63
Mr. Mackie.		10/9	P.A.		4/6/63
Mr Gilchrist		11/9/52	P.A. NOTED 7-6-63		
Mr Mackie (o.r.)		26/9	Mr Akers		3/4/64
Miss Hunter		9/10	PA		3/4/64

X C&P 7/4/64

P.A. 9/4/64

P.A. 10 APR 1964

BOTREG 8 (Revised)

...NFIDENTIAL, and should NOT be exhibited to the Public unless specially authorised.

WL 45/91 3635 50m 5/51 TCP/3H

	Lt. Com. Shiroku Asada, I.J.N.	Naval Attache
	Com. Ryo Hamasaki, I.J.N.	Asst. Naval Attache
	Mr. Kitaro Kato	Commercial Secretary
	Hitoshi Suzuki	Chancellor
	Kenya Iwasaki	"
	Tomohiko Hayashi	"
	Fusao Uehara	"
	Kiyoshi Uchiyama	London Consul-general
	Tetsuo Ban	Vice-Consul
	Setsuya Beppu	Liverpool Consul
	Sehichiro Suzuki (Acting).	"
(b)	Shigeshi Moto	Calcutta
	Toshihiko Taketomi	Istanbul
	Kazumi Asai	London
	N. Asakura	Teheran
	S. Beppu	Dublin
	S. Hinata	London
	H. S. Hirose	London
	S. Hirose	Moscow
	E. Inouye	Teheran
	S. Iwasaki	Kabul
	Hisakazu Kano	Ankara
	N. Katsuda	Lisbon
	M. Kawazoye	Cairo
	Y. Koyama	London
	T. Kudo	Janeiro
	H. Maniwa	Moscow
	A. Matsuhara	Istanbul
	H. Moriya	Moscow
	K. Nakamura	Moscow
	A. Nishiyama	Ankara
	G. Sarkissyan	Moscow
	Koroku Sato	Moscow
	K. Shimizu	Ankara
	Y. Takagi	London
	T. Takaoka	Madrid
	T. Takasina	Teheran
	H. Tateishi (P a/c)	Istanbul
	Baron S. &/or Baroness H. Tomii	Buenos Aires
	M. Watanabe	Moscow
	M. &/or Mrs. J. M. Yokoyama	Cairo
	M. Yoshitome (P a/c)	Moscow
	T. Kojima	London
(c)	T. Amagi	

List III British born wives

The property of British born wives of Japanese nationals is Japanese property, but should not be transferred to the Administrator, since the Board of Trade is likely to direct the release of such property. The following are cases of women who claim to be British born wives.

K. Trent or Taoka	AEP/74323
V. E. Uyehara	AEP/1347/52

List IV Property of Japanese companies whose United Kingdom business is being wound up by Controllers under Section 3A of the Trading with the Enemy Act

There is some doubt whether the assets of these companies in the Custodian's hands should be transferred to the Administrator or handed over to the Controller as being attributable to their United Kingdom business.

/Therefore

Reference

MINUTE SHEET

(Contd.)

Therefore no property of the following companies should be transferred to the Administrator until further notice.

Taisho Marine and Fire Insurance Co. Ltd.
Tokyo " " " " "
Tomei Fire and Marine " " "
Osaka Marine and Fire " " "
Nippon Fire Insurance Co. Ltd.
Sumimoto Marine and Fire Insurance Co. Ltd.
Imperial Marine and Fire Insurance Co. Ltd.
Yokohama Fire and Marine Insurance Co. Ltd.
Kyodo Fire Insurance Co.Ltd.
Mitsubishi Marine and Fire Insurance Co. Ltd.
Mitsubishi Shoji Kaisha
Nippon Yusen Kabusiki Kaisha
Yokohama Specie Bank Ltd.
Bank of Taiwan

List V Property of Japanese companies with non-Japanese shareholders

This property is Japanese property, and the Board of Trade do not at present intend to release. This policy will probably become final in a few weeks, but meanwhile the property of the following companies should not be transferred to the Administrator.

Liebermann Waelchli & Co.
J. Witkowski & Co. Ltd.
A. Cameron & Co. Ltd.
Wm. Strachan (Agencies) Ltd.
Showa Menka K. K.
Naniwa Boyeki Shokai Gomei Kaisha
Sale & Co.

Mr. Campbell has seen

+ copies have been made + issued to B.T.S. offices

J. R. D. Gildea

(J. R. D. Gildea)
Branch 1. A.E.P.D.
24th November, 1952.

(1828) W(40960/4296 2/52 1,100,000 JC&S Ltd. Gp736/209 (REGIMINT) CODE 5-34-0

OVER

AEP 481/P

1. We are still waiting for the Insurance Companies and Lloyds to pay over what is due by them to Japanese persons and Companies under pre-war Contracts of Insurance and Re-Insurance. The Market has always hoped for treatment no less favourable than that given in the cases of Finland and Germany where, of course, considerations were quite different. In addition, they have at various times pleaded the following as excuses for doing nothing:-

(i) uncertainty as to the fate of Contracts;

(ii) inability to quantify indebtedness under Treaties until all claims have been received;

(iii) doubts as to the Companies' rights to set-off in certain circumstances.

2. The Protocol to the Peace Treaty has settled the fate of pre-war Contracts. At a meeting between Mr. Brown and the legal advisers to the Companies and Lloyds they were told that in our view the general position as regards pre-war Contracts was as follows:-

Contracts which had terminated before the outbreak of war - payable to the Custodian.

Contracts which were abrogated by the outbreak of war - payable to the Custodian where the right had arisen pre-war.

Contracts which were not abrogated by the outbreak of war - Custodian entitled to any moneys payable up to the time when Japan ceased to be enemy territory.

Contracts which were abrogated by the outbreak of war but had been set up again by the Protocol to the Treaty - nothing payable to the Custodian but the Controllers under the Winding-up Orders might have certain rights.

The Insurers were told that set-off was to some extent a question of Market practice but that the question ~~should~~ would only be considered when we knew what we were talking about.

3. I gather that the Market now have some idea of what is at stake and that it is in their view substantial, but they still are not in a position to pay anything because the factors referred to in (ii) and (iii) of paragraph 1 above still apply.

4. I cannot help feeling that the Market are making every effort to play for time and may be hoping that the claims of the prisoners-of-war will be regarded as having been met by a relatively quick distribution from available assets and that after this has been done the Insurers will be left alone to settle direct with their opposite numbers in Japan.

5. A letter which I sent to Mr. Porteous in October is attached for information.

.....
(A. W. McKenzie)
5 December, 1952.

DRAFT

AEP.(Admin I) 1/52

To:- The Custodian of Enemy Property
for England

I, , authorised in that behalf by the Administrator of Japanese Property, hereby require you to transfer to the ~~General Account of~~ the said Administrator ~~with the Bank of England~~ rights, and interests all the property specified in the Schedule No. attached hereto and, in accordance with Article 9 (4) of the Japanese Treaty of Peace Order, 1952, I hereby certify that the property rights and interests specified in the said Schedule are ~~is~~ Japanese property.

Dated this day of ,19

For and on behalf of the Administrator
of Japanese Property

11

10

13

File...../1952

Schedule No.....

Schedule of Japanese property, rights and interests held by a Custodian which is are required to be transferred to the Administrator of Japanese Property

1	2	3	4			5
Item No.	T.W.E. File	Name	Amount £	s.	d.	Remarks

11

Lloyd's Insurane.
Companies.

10

12A

.../1952

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12

To:- The Custodian of Enemy Property
For England

DGEP 40/ /1951

I , authorised in that behalf by the Administrator of German Enemy Property, hereby require you to transfer to the General Account of the said Administrator with the Bank of England all the property specified in the Schedule No. attached hereto and in accordance with Article 14 of the Distribution of German Enemy Property (No.1) Order, 1950, I hereby certify that the property specified in ths said Schedule is German enemy property.

Dated this day of ,19

For and on behalf of the Administrator
of German Enemy Property

11

...dle Insurane.

12A

File DGEP 40/ ...../1952

Schedule No. .....

Schedule of German enemy property held by a Custodian which is required to be transferred to the Administrator of German Enemy Property

1	2	3	4			5
Item No.	T.W.E. File	Name	Amount £	s.	d.	Remarks

Copied to:- E.G. Wickens, Lloyd's Insurane.
G.H. Carruthers, Insurance & Companies.
A.J. Campbell, A.E.P.

4. AEP.475/P.1.

9th October, 1952.

Dear Porteous,

Now that a definite announcement has been made about using the proceeds of the Japanese assets in this country to make per capita payments to the ex prisoners of war I think I should refer to the reports which have been made by the Insurance Companies to the Administrator under Article 7 of the Japanese Treaty of Peace Order 1952. The great majority of these merely name the Japanese Companies to whom debts are due but make no attempt to give any figures. I appreciate of course that there are a number of legal matters which will have to be gone into before final accounts can be prepared notably those referred to in the fifth and six paragraphs of the note we sent you on 25th March following the formal meeting we had with you but I do not see how we can expect to make any progress in this matter except by considering actual cases where a quantified sum of money is found to be due to Japanese nationals under pre war contracts of insurance and reinsurance. Can you say when it is thought this stage is likely to be reached?

I am sending a copy of this letter to Wickens of Lloyds for information.

Yours sincerely,

(A.W.McKenzie).

G.C. Porteous, Esq.,
Insurance Companies (War
Settlements) Committee,
65 & 66, Watling Street, E.C.4.

I am sending a copy of this letter to Wickens of Lloyds for information

Yours sincerely,

MINUTE SHEET

1 + 4 clear for sig
(Wilkens,
Carruthers,
~~E.E.~~ Campbell)

Dear Porteous,

Now that a definite announcement has been made about using the proceeds of the Japanese assets in this country to make per capita payments to the ex prisoners of war I think I should refer to the reports which have been made by the Insurance Companies to the Administrator under Article 7 of the Japanese Treaty of Peace Order 1952. ~~and point out that~~ The great majority of these merely name the Japanese Companies to whom debts are due but make no attempt to give any figures. I appreciate of course that there are a number of legal matters which will have to be gone into before final accounts can be prepared notably those referred to in the fifth and six paragraphs of the note we sent you on 25th March following the formal meeting we had with you but I do not see how we can expect to make any progress in this matter ~~save on a case basis.~~ Can you say when it is thought this stage is likely to be reached?

except by considering actual cases where a quantified sum of money is due to Japanese nationals under the war contracts of insurance and reinsurance.

I am sending a copy of this letter to Wilkens of Lloyds for information

Yours sincerely,

MINUTE SHEET

Reference 4

I spoke to Mr. Porteous today (when he was here on other business) about the liabilities of the Insurance market towards the Custodian and the Japanese Administrator in respect of contracts of insurance and reinsurance. I said that I should shortly have to report what was likely to be available for the prisoners of war and that there were ~~two~~ large amounts outstanding under the heading of insurance viz the outcome of the winding up of the businesses in this country of the Japanese insurance companies and the amounts payable in respect of contracts of insurance and reinsurance. As to the latter reports in general terms had been made to the Administrator but nothing had been quantified and I should like to know how long this process was considered likely to take.

Mr. Porteous enquired as to what hope there was of the market's being relieved of its obligation and allowed to settle direct as in the case of Germany. I said I could hold out no hope of this but the question would have to be submitted for final decision and this could not be done until we had at least an estimate of what was at stake.

Mr. Porteous said that as far as he knew a formula for determining which amounts were payable to the Custodian or Administrator and which amounts were payable direct as being outside Article 14 of the Treaty of Peace had not yet been settled. He thought this was the first essential. Also his members would be very anxious to know the extent to which amounts found to be owing in each direction could be allowed to be set off against each other and the position of a U.K. company which could be sued in the Japanese courts. I said that the former was likely in the last resort to be a question of what the courts would accept as normal practice and that as regards the latter the Treaty would be binding on Japanese Courts and that actions taken in pursuance of its obligations could not be challenged. But I agreed that I would see whether if we had not already done so we could give the Post War Settlement Committee our view of the classes of case in which the Custodian or Administrator would expect to receive payment as a preliminary towards bringing matters to a conclusion.

Mr. Porteous agreed to keep in touch with Lloyds.

Sir Henry Gregory.

(A.W. McKenzie).
11th September, 1952.

(1875) Wt27759/4183
10/51 1,080,000 JC&S
Ltd. Gp736/209
(REGIMINT)
CODE 5-34-0

[OVER

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A.E.P.475/P.1.

1. The attached note on the definition of Japanese property for the purposes of the Japanese Treaty of Peace Order 1952 (S.I.1952, No.862) has been prepared for the use of Branch 5. It has been agreed by the Solicitor and Branch 3. Cases which cannot readily be dealt with on the basis of the note can be referred to Branch 1 (Mr. Gildea).

2. Over and above the classes of property excluded from the definition of Japanese property by the Order in Council (paragraph 4(A) and (B) of the note) and released by the general Direction of the Board (paragraph 4(C) of the note), the following classes of Japanese property should not for the present be realised, viz: securities not of British issue, and property reported as being that of a British born wife, widow, etc. of a Japanese national.

3. The Solicitor advises that for the time being at any rate because of the administrative difficulties inherent in any other course the Administrator can allow the Custodian to retain the proceeds of sales, and forms of certificate of and requirement on this basis have been prepared and are attached, together with authorities which have been agreed with Mr.Palmer.

4. I think the way is now clear for you to prepare a realisation programme and to put it into effect.

(A.W. McKenzie)
26 August, 1952.

Mr. Bowen

MINUTE SHEET

Reference BNP 4757 Pt. 1.

1.

Mr Mackenzie has asked me to raise with you the question of progress in the collection & realization of Japanese assets. I believe the position is that so far no "directions to sell" have been issued to CSP and that Japanese property has been sold only where the Custodian has been satisfied to sell for purposes of preservation. The right to seize, retain, liquidate etc. is contained in Article 14 of the Treaty, which will be given the force of law by the proposed Order in Council. Am I right in thinking that any action to realise Japanese property has been held up pending the coming into force of the Treaty? It seems desirable that we should find some way of proceeding with sales action, since we are committed to make available something like £800,000 within about 6 months of the coming into force of the Treaty. Ratification by the necessary majority of States will probably be delayed for a few months, but presumably realization will also take some months.

I should be grateful if you would say how things stand and what is needed.

Dept is so CSP 24/1/52

yes CSP. 24/1

1. Mr Slatford
2. Mr Campbell.

Mr Hamilton

2 22.1.52

Mr Slatford is on sick leave. The Custodian wld. want specific instructions to sell, except for the purposes of preservation. (A rough estimate of present total value of Japanese property & cash held suggests to me that we shd. not count on more than £850,000. The following figures are necessarily very approx. (A) Cash held on Japanese A/c £680,000 (B) 3 Companies £30,000 (C) Securities £200,000 (D) Real estate ca £10,000)

As the money & property will doubtless have to be "screened" we shd have to depend on the rate of progress Mr. H is able to make in this connexion.

Subject to this it is considered that we could make the sum of £800,000 available within a period of approx 6 months from the word "go".

G H Palmer 24/1/52

OVER

(1582) Wt.25894/1012
9/50 835,000 JC&S
Ltd. Gp736/209
(REGIMINT)
CODE 5-34-0

Japanese Property

1. The definition of Japanese property consists of three parts - a general definition, a particular inclusion and a number of specific exclusions of property that is not Japanese property.

2. The general definition. The general definition covers any property, rights or interests within the United Kingdom belonging to a Japanese person, that is to say to -

(a) the Japanese State or the Sovereign of Japan, or

(b) a Japanese national i.e. a Japanese subject or a body of persons constituted or incorporated according to the laws of Japan, or

(c) any person acting for or on behalf of (a) or (b), or

(d) any body of persons owned or controlled by (a) or (b)

Note. It will be observed that Japanese property, like German enemy property, is defined on a basis of nationality and not on a basis of residence as in the case of the T.W.E. definition of enemy. "Property, rights or interests" may be taken as synonymous with "property" as defined in the T.W.E. Act.

3. The particular inclusion. "Belonging" as used above means belonging when the Japanese Peace Treaty came into force (i.e. on 28 April, 1952) but Japanese property is defined as including in particular (i) any property, rights or interests which belonged to or were held or managed on behalf of a Japanese person when they became vested in or payable to a Custodian or otherwise became subject to Board of Trade control under the T.W.E. [illegible] together with (ii) the net proceeds of the sale, liquidation or other [illegible] therewith Custodian and (iii) any income derived by him directly therefrom.

Note. The effect of (i) is that any money or property already paid to or in a Custodian as being payable or belonging to a Japanese person or body of persons or a Japanese controlled body of persons is prima facie to be retained as Japanese property. The same applies to any property which has not been vested but is subject to control under Article 4 of the Custodian Order. The effect of (ii) and (iii) is to cover also the sale proceeds of, and income arising directly from, such property.

4. The specific exclusions. These may be grouped as follows:-

(A) The Treaty exceptions. Five classes of property are excepted by Article 16 of the Treaty.

(i) property of Japanese natural persons who during the war resided with the permission of the Government concerned in the territory of one of the Allied Powers (unless the territory was occupied by Japan) other than property subject to restrictions during the war and not released when the Treaty came into

Note. This exception covers the property of Japanese nationals who were allowed to live, and freely to own property, in Allied territory. It does NOT cover the property of a particular Japanese national which may have been vested on an enemy subject basis or because the person concerned was specified as an enemy.

(ii) real property, furniture and fixtures owned by the Government of Japan used for diplomatic or consular purposes, and all personal furniture and furnishings and other private property not of an investment nature which was normally necessary for the carrying out of diplomatic and consular functions owned by Japanese diplomatic and consular personnel.

Note. This exception covers (1) diplomatic and consular property of the Japanese Government and (2) the private property of Japanese diplomats and but not money on deposit account or in a Savings Bank, or securities. Cases where the benefit of this exemption is claimed or it may be thought to apply should be referred to Mr. Gildea.

/(iii)

(iii) property belonging to religious bodies or private charitable institutions and used exclusively for religious or charitable purposes.

(iv) property which came within the jurisdiction in consequence of the resumption of trade and financial relations with Japan subsequent to 2 September, 1945, other than property arising from transactions contrary to the law of the Allied Power concerned.

Note. This exception covers money and property accruing to Japanese persons as a result of the Orders (S.I.1950 Nos. 28-30) made removing T.W.E. restrictions from current trade with Japan. But property in the U.K. at the date of the Orders which remained subject to control is not covered by the exception.

(v) obligations of Japan or Japanese nationals, any right, title or interest in tangible property located in Japan, interests in enterprises organised under the laws of Japan, or any paper evidence thereof; provided that this exception shall only apply to obligations of Japan and its nationals expressed in Japanese currency.

Note. This exception covers Japanese bonds, and other forms of Japanese indebtedness, expressed in Yen.

(B) The Order in Council exclusions. In addition to excluding the five classes of property specified in sub-paragraph (A) above the Order in Council also excludes (i) any [illegible] property which is the subject of proceedings in
i) any moneys received by a Custodian by virtue of
er the Investment Order.

but (ii) is important. The effect is that the
estments in e.g. Treasury Bills is not Japanese
property and no question of transferring it to the Administrator therefore arises.

(C) The Board of Trade general direction to release.

Over and above the exceptions and exclusions from the definition the Board have issued a general direction for the release of the property in the U.K. of individuals of Japanese nationality who from the beginning of the war with Japan (7 December, 1941) till the coming into force of the Treaty (28 April, 1952) were continuously resident in territory which has at no time been enemy territory, other than property which has at any time been subject to an Order under Section 7 of the T.W.E. Act.

Note. The concluding words cover the exceptional cases where the property of Japanese nationals resident outside enemy territory was vested.

7. 6 8A

8B

Name of former owner

In pursuance of Article 9(4) of the Japanese Treaty of Peace Order, 1952, the Administrator of Japanese Property hereby certifies that the property, rights or interests specified in the Schedule hereto are Japanese property.

Dated this day of 19 .

For and on behalf of the said Administrator being a person authorised by him to sign this certificate.

Name of former owner

In pursuance of Article 9(3) of the Japanese Treaty of Peace Order, 1952, the Administrator of Japanese Property hereby requires you to sell the property, rights or interests specified in the Schedule to the Certificate dated the day of 19 .

Dated this day of 19 .

For and on behalf of the said Administrator being a person authorised by him to sign this request.

To the Custodian of Enemy Property for England,
Lacon House,
Theobalds Road,
LONDON, W.C.1.

SCHEDULE

to the Certificate dated the day of 19 .

Name of former owner

MJ 7.

DRAFT

Name of former owner

In pursuance of Article 9(4) of the Japanese Treaty of Peace Order, 1952, the Administrator of Japanese Property hereby certifies that the property, rights or interests specified in the Schedule ~~overleaf~~ hereto are Japanese property.

Dated this day of 19 .

For and on behalf of the said Administrator being a person authorised by him to sign this certificate.

Name of former owner

In pursuance of Article 9(3) of the Japanese Treaty of Peace Order, 1952, the Administrator of Japanese Property hereby requires you to sell the property, rights or interests specified in the Schedule to the Certificate dated the day of 19 , ~~and to hold the proceeds thereof until he shall require payment~~.

Dated this day of 19 .

For and on behalf of the said Administrator being a person authorised by him to sign this request.

To the Custodian of Enemy Property for England,
Lacon House,
Theobalds Road,
LONDON, W.C.1.

SCHEDULE

to the Certificate dated the day of 19 .

Name of former owner

As agreed at the meeting on 28 July, I have drafted the attached note on the definition of Japanese property for the guidance of the officers in Branch 5 who will be concerned in the collection and realisation. Mr. Campbell has seen it and it incorporates his amendments. I know that some parts of the definition e.g. exceptions (ii) and (v) are extremely obscure but we must do our best and I hope what I have said is not too wildly illegal. Subject to your views and those of the Solicitors I should propose that the collection and realisation of Japanese property should now be put in hand, the procedure laid down in Article 9 (3) being utilised as regards property in the possession of the Custodian and that Branch 5 should refer to Branch 1 cases which they are unable to deal with on the basis of the note.

Over and above the classes of property excluded from the definition of Japanese property by the Order in Council (Para.4(A) and (B) of the note) and the property released by the general direction of the Board (Para. 4(C) of the note) the following classes of Japanese property should perhaps not be sold for the present viz

1. Securities. (a) Japanese issues in whatever currency they may be expressed.

(b) Third country issues.

2. Property reported as being that of the British born wife, widow etc. of a Japanese national.

Do you wish to add any other categories or have you any other comments please?

Mr. King

I shall be grateful for your views.

2/8/52

R.M.

5/VIII.1952

Miss Hunter.

Mr R.H. King Mr M. Mewrie

As regards Exception (ii), it has been ruled that bank balances on current a/c are within this exception, but balances on deposit a/c can be regarded PIO

(1462) Y40149/970
600,000 1/50
JC&SL:d
Gp736/210
(REGIMITE)
CODE 5-35-0

3. The particular inclusion. "Belonging" as used above means belonging when the Japanese Peace Treaty came into force (i.e. on 28 April, 1952) but Japanese property is defined as including in particular (i) any property, rights or interests which belonged to or were held or managed on behalf of a Japanese person when they became vested in or payable to a Custodian or otherwise

/became

as property of an investment nature"
X : outside this exception. It is
perhaps : not quite accurate to
say in this Note "not their money or
securities".

I have recently sent W M^c Campbell
the file dealing with revalidation of
Japanese ~~assets~~ investments, & it is essential
to look up for the present sale of
securities which may require revalidation.
Apart from this category & the B.B. Wives (who
presumably should get the same
treatment as British wives of Germans)
I cannot think of any other categories
for which realization should be delayed.

Mitt 6/8/52

6A

DRAFT

Japanese Property

1. The definition of Japanese property consists of three parts - a general definition, a particular inclusion and a number of specific exclusions of property that is not Japanese property.

2. The general definition. The general definition is any property, rights or interests within the jurisdiction belonging to a Japanese person, that is to say to -

(a) the Japanese State or the Sovereign of Japan, or

(b) a Japanese national i.e. a Japanese subject or a body of persons constituted or incorporated according to the laws of Japan, or

(c) any person acting for or on behalf of (a) or (b), or

(d) any body of persons owned or controlled by (a) or (b)

Note. It will be observed that Japanese property like German enemy property, is defined on a basis of nationality and not on a basis of residence as in the case of the T.W.E. definition of enemy. "Property, rights or interests" may be taken as synonymous with "property" as defined in the T.W.E. Act.

3. The particular inclusion. "Belonging" as used above means belonging when the Japanese Peace Treaty came into force (i.e. on 28 April, 1952) but Japanese property is defined as including in particular (i) any property, rights or interests which belonged to or were held or managed on behalf of a Japanese person when they became vested in or payable to a Custodian or otherwise

/became

became subject to Board of Trade control under the T.W.E. Act, together with (ii) the net proceeds of the sale, liquidation or other dealings therewith by a Custodian and (iii) any income derived by him directly therefrom.

Note. The effect of (i) is that any money or property already paid to or vested in a Custodian as being payable or belonging to a Japanese person or body of persons or a Japanese controlled body of persons is prima facie to be retained as Japanese property. /The same applies to any property which has not been vested but is subject to control under Article 4 of the Custodian Order./ The effect of (ii) and (iii) is to cover also the sale proceeds of, and income arising directly from, such property.

4. The specific exclusions. These may be grouped as follows:-

(A) The Treaty exceptions. Five classes of property are excepted by Article 14 of the Treaty.

(i) property of Japanese natural persons who during the war resided with the permission of the Government concerned in the territory of one of the Allied Powers (unless the territory was occupied

/by

by Japan) other than property subjected to restrictions during the war and not released when the Treaty came into force.

Note. This exception covers the property of Japanese nationals who were allowed to live, and freely to own property, in Allied territory. It does NOT cover the property of a particular Japanese national which may have been vested either on an enemy subject basis or because the person concerned was specified as an enemy.

(ii) real property, furniture and fixtures owned by the Government of Japan and used for diplomatic or consular purposes, and all personal furniture and furnishings and other private property not of an investment nature which was normally necessary for the carrying out of diplomatic and consular functions, owned by Japanese diplomatic and consular personnel.

Note. This exception covers (1) diplomatic and consular property of the Japanese Government and (2) the private property of Japanese diplomats and consuls but not e.g. their money or securities. Cases where the benefit of this exemption is claimed or it may be thought to apply should be referred to Mr. Gildea.

(iii) property belonging to religious bodies or private charitable institutions and used exclusively for religious or charitable purposes.

/ (iv)

(iv) property which came within the jurisdiction in consequence of the resumption of trade and financial relations with Japan subsequent to 2 September, 1945, other than propery arising from transactions contrary to the law of the Allied Power concerned.

LAWS UK

Note. This exception covers money and property accruing to Japanese persons as a result of the Orders (S.I.1950 Nos. 28-30)made removing T.W.E. restrictions from current trade with Japan. But property in the U.K. at the date of the Orders which remained subject to control is not covered by the exception.

(v) obligations of Japan or Japanese nationals, any right, title or interest in tangible property located in Japan, interests in enterprises organised under the laws of Japan, or any paper evidence thereof; provided that this exception shall only apply to obligations of Japan and its nationals expressed in Japanese currency.

Note. This exception covers Japanese bonds, and other forms of Japanese indebtedness, expressed in Yen.

(B) The Order in Council exclusions.

In addition to excluding the five classes of property specified in sub-paragraph (A) above the Order in Council also excludes (i) any property which is the subject of proceedings in any British Prize Court and (ii) any moneys received by a

/Custodian

Custodian by virtue of any investment made by him under the Investment Order.

Note. (i) is unlikely to arise but (ii) is important. The effect is that the interest on the Custodian's investments in e.g. Treasury Bills is not Japanese property and no question of transferring it to the Administrator therefore arises.

(C) The Board of Trade general direction to release.

Over and above the exceptions and exclusions from the definition the Board have issued a general direction for the release of the property in the U.K. of individuals of Japanese nationality who from the beginning of the war with Japan (7 December, 1941) till the coming into force of the Treaty (28 April, 1952) were continuously resident in territory which has at no time been enemy territory, other than property which has at any time been subject to an Order under Section 7 of the T.W.E. Act.

Note the concluding words cover the exceptional cases where the property of Japanese nationals resident outside enemy territory was vested.

JAPANESE PROPERTY

A Departmental meeting was held on 28th July, 1952, to discuss the collection and realisation of property subject to the Japanese Treaty of Peace Order, 1952.

Present

Mr. McKenzie
Mr. King
Mr. Campbell
Miss Hunter
Mr. Gildea
Mr. Palmer
Mr. Ingham
Mr. Lewis
Mr. Jobson

The meeting discussed questions arising under each Article of the Order in turn.

Article 1. Branch 1 in consultation with Branch 3 would prepare a Guide for use of Branch 5 explaining the definition of Japanese property, and listing any categories of property which should not be realised. It was pointed out that certain inter-custodial agreements (e.g. with South Africa and Canada) might cover Japanese property, although agreements made under the auspices of I.A.R.A. did not do so. It was considered safer to confine the realisation of securities to those of British issue in the first instance. Action Mr. McKenzie.

Article 4(3). It was decided that the Administrator would require a seal, and steps should be taken immediately to obtain one for him. Action Mr. Gildea.

Article 5. The rights and interests of Japanese persons in deceaseds' estates were at present vested in the Custodian. They would have to be vested in the Administrator, but this should be done case by case by Vesting Order. Mr. Jobson was ready to proceed with seven cases involving under £10,000. On the first case it might be necessary to inform the Probate Registry of the provisions of this Article. Action Mr. Jobson.

Article 7. It was decided that it was not necessary to issue a public reminder of the expiry of the three months period on 7th August. The insurance companies had been given leave to report the exact amounts due after this date, provided they reported a list of Japanese persons to whom debts were due by the proper time. Money payable in respect of insurance policies would be payable to the Administrator, and would not be released as in the case of Germany. The insurance market had apparently accepted this position.

Article 8. There had been some difficulty in using the corresponding Articles in the case of the Satellites for the purpose of opening safes. Mr. Campbell would take steps to get a common policy agreed by all the Administrators concerned. Action Mr. Campbell.

Article 9(2). This was a reserve power. The corresponding powers of the Custodian would be used in most cases.

Article 9(3). The Controller-General had said that items of German enemy property likely to realise less than £15 should not be realised. This should be taken to refer to chattels which were difficult to sell, and were often subject to storage etc. charges and not securities which were easily realisable. The same principle should be applied to Japanese property.

It would be most convenient if the Administrator could certify that property was Japanese property and require the Custodian to sell it, and require him at a later stage to pay the proceeds to the Administrator. Branch 1 would consult the Solicitor as to whether a requirement in two bites was legally possible. Action Mr. McKenzie.

Article 10. This Article could be used for Japanese property not in the hands of a Custodian, and in other cases where a vesting in the Administrator was necessary in order to transfer title.

Article 14. It had been publicly stated that we would have "rather less than £900,000" available for distribution within six months of the Peace Treaty coming into force, i.e. by 28th October, 1952. We already had about £700,000. It was desirable to realise assets in an orderly way at good prices, and, with the present shortage of staff, we should not hurry the process to reach a target by a

/particular

particular date. The method of distribution was still undecided by Ministers, and inquirers should be told that no Treasury direction had yet been made. It was possible that all arrangements for distribution might not be completed by October but progress ought to be reviewed then. Action Mr. Gildea.

Article 19. We should tell the Treasury that we saw no reason why the Japanese account should be in a different form from the German, and ask them if they agreed. We should prepare summary cards in case the original owners of the property should want information on which to base a claim against the Japanese Government. Action Mr. Ingham.

Sir Henry Gregory.

The question of sales for preservation was touched upon at a largish conference in Mr. Ashworth's Chambers yesterday reviewing the legal position in the Scheepvaart case. Generally the view was expressed and strongly endorsed that the Board of Trade must be extremely careful in directing C.E.P. to sell otherwise than for the 'preservation' purpose, or for the specific purposes of a Peace Treaty. Equally C.E.P. should be on his guard against acting on what might be - saving either of the purposes above - an ultra vires direction to sell.

It was agreed that we might be saved or, of course, wrecked by the terms of Ormerod J's decision (expected any day now) in the Vanvacas case, which is the one to which you refer.

An Administrator is 'saved' by having his liability limited to the 'proceeds' and no more in legislation (and it would, I think, have saved him the conversion damages of £990,000 odd in Scheepvaart, although not the 4% interest); but the Custodian is not yet so 'saved'. It has been remarked that the Scheepvaart Bank did NOT take the 'non-preservation' point in their claim against C.E.P., but relied on the Dutch Decree "vesting"; and they are estopped from taking it - even, I gather, if Ormerod J decides against C.E.P. in Vanvacas - in a Higher Court. But, while it is probable they thought the Board of Trade / Custodian procedure which took place in Scheepvaart was not to be impugned on this point, we do not really know they did so.

Suppose we sold an ostensibly Japanese asset now and then the market value of its fungible equivalent rose prodigiously between now and ratification, or the establishment of a 'saving' clause for the Administrator, and the owner established that it was not with the grip. I think there is a real possibility we might be faced with an awkward claim, and if we have lost Scheepvaart and lost Vanvacas the popularity of litigation will be unbounded.

I share your nervousness, therefore, and while the Japanese asset drill may seem to be as inevitable as anything can be in our unpredictable future, I am more and more convinced we should follow the strictest possible protocol and not jump any fences at all. Certainly we should wait on Vanvacas and even on the Appeal date in Scheepvaart, and I am strongly inclined to wait, anyway, for ratification.

I am sorry this is longer than I meant but my feeling grew as I wrote it. You will observe it raises remotely the point whether any future sales should not be by an Administrator provided he is 'saved' rather than by C.E.P.

I think, however, that with the establishment of "arrangements to be made at the conclusion of peace", the limiting condition of preservation (in contemplation of those arrangements) ceases. As C.E.P.'s other function has also ceased (preventing payment to an enemy), has he any raison d'etre? If not, it would not surprise me if some of our litigious clients then deduced that, as he is only a creature of statute, a holder in medio, an emanation, etc. etc., he - or his office - has also ceased to exist, along with his powers, on the ratification of the last Peace Treaty. In the present temper (mot juste) of the Courts, they might find some support.

(P.J. Mantle).

21 February, 1952.

Reference.....

EXTRACT FROM "HANSARD" DATED 26th NOVEMBER 1951. col.1007.

2nd Reading Japanese Peace Treaty Bill .

Mr. Thorneycroft.

I want to say one word about the question of prisoners of war. The whole House listened with respect and admiration to the speech of the hon. Member for Eye (Mr. H.Harrison). He was well qualified to speak upon this subject. He had himself been a prisoner of war, and many Members of his constituency of Eye played a great and honourable part in those sad events which followed Singapore.

I will only say this about it. I believe that those who conducted these negotiations on behalf of the Prisoner of war, and those hon. and right Hon. Members on both sides of the House who argued their case in the last Parliament, have discharged a proper duty. I could wish that the compensation to be paid was greater but the fact is that they are getting under Article 14 the assets which are available in this country. I think that the thing to do is to get on with the business, to pass the Bill, to assemble those assets, and to see that they are distributed to the organizations which are appropriate.

1594) Wt27253/1013
9/50 1,125,000
JC&SLtd
Gp736/210
(REGIMITE)
CODE 5-35-0

3

You may care to comment. As I understand the position, sale for preservation is the only course available until such time as the T. of P. with Japan comes into force as laid down in its Article 23. So that while collection can go ahead there can be no ordinary realisation at present. If Dr. 1 agree with this view, Dr. 4 will examine how far the preliminaries of sale can be set in motion before the T. of P. comes into force.

Mr Slatford

A.K. 28/1/52

4

As Custodian I sell only for preservation. If other sales are to be made it is the Board should take the decision & it then directs me accordingly, in some cases the Board arranges the sale & my part is only to make bills & execute whatever transfer deed is necessary.

It may of course be possible in the circumstances affecting Japan & 3rd Powers Authority to begin general realisation now, though the point is not strictly in my field.

30.1.52

Mr Campbell 5

Will you please discuss with Mr Campbell and Mr Slatford whether the hospital staffing position of their respective Branches has any bearing on the question whether we should take authority to sell in advance of the Treaty's coming into force or not.

1/2/52

Miss Hughes

(1682) Wt17252/1054
5/51 930,000 JC&S
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(REGIMINT)
CODE 5-34-0

MINUTE SHEET Reference A&P 4757/P

6.

I have discussed with Mr Campbell & Stalford & my impression is that staffing has no direct bearing on the question, but that C&P would prefer to be in a position to start sales action as soon as possible in order to be able to produce the funds in due time. Branch 4 are already working on the preliminaries of sale – these of course may be lengthy in some cases & may in any event occupy Branch 4 until the Treaty comes into force, when sale can begin.

Mr Mr. 2/2/52

Mr Mellefgie 7

It is for consideration whether any Japanese assets in this country which will come to H.M.G. under article 14 of the Treaty of Peace should be realised before the Treaty is ratified by the required number of powers, or whether in the meantime realisation should be confined as at present to those cases where it is essential on preservation grounds. I believe we started to realise German owned securities in cases where there were no complications as to title or ownership some years ago (I before the A. of E.P. Act and the President in his speech quoted in doc 3 gave the impression to the House that there would be no undue delay in distribution.

Sir Henry Gregory

15/2/52

8.

Mr Mantle told me about a case now before the Courts (the Vanwaeyenberghe case) in which the Custodian's action in selling gold under Board of Trade licence has been raised. It is alleged that this was not for preservation and that it was ultra vires.

I think we had better wait and see whether this case, whether by way of decision or delay, [OVER

[OVER

Reference.....

EXTRACT FROM "HANSARD" DATED 25th, JULY 1951.
WRITTEN ANSWERS TO QUESTIONS.

FAR EAST EX-PRISONERS-OF-WAR (JAPANESE COMPENSATION.)

Mr. H. Morrison. The draft Peace Treaty gives each of the Allies the right to seize all Japanese assets within its territory subject to certain exceptions.

In the United Kingdom the total net value of these assets is estimated at about £1,250,000; but, owing to the delays inevitable in the liquidation of certain Japanese Companies, it is probable that rather less than £900,000 will be available for distribution within six months of the coming into force of the Treaty. It has been suggested that the proceeds of the liquidation of these assets should be used, as has already been done in the case of German & Japanese assets in the United States for the payment of allowances to former Prisoners-of-war and civilian internees as compensation for their sufferings while in Japanese hands, but it is clear that the small total sum available would admit of distribution on a very small scale to the many claimants in this country. For this reason, as my right Hon. Friend the Minister of State said in the course of a debate on this subject on the 10th May, His Majesty's Government have been considering whether the value of these assets might be used for the endowment or otherwise for the benefit of Organization and Institutions whose work has been & can be of value in helping those in the United Kingdom who have suffered and the Dependants in the United Kingdom of those who died, as the result of captivity or internment in enemy hands during the war.

1594) Wt27253/1013
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CODE 5-35-0

In papers 475/P.1 discussing the procedure for disposal of Japanese property you refer to a possible total of £200,000 worth of securities as being held on Japanese a/c.

Sometime ago Mr Hall (I think) provided us with a list of securities (both quoted and unquoted) on which preliminary enquiries with a view to ultimate disposal have been pursued in Branch 4. A cursory examination of these securities, however, suggests that their value is nothing like £200,000 and it maybe that we have not got the whole tale. Perhaps you would enquire and let me know.

Mr Palmer

A.E.P. 4A
28th January, 1952

throws any light on the situation.

In the meantime we might as well get set for sale but without taking the irrevocable act.

[illegible]
25/2/52

M: McKenzie

9

You will note from the C.J.'s decision that for the present there is to be no ordering realisation of Japanese property.

Miss Shorter with 26/2
Mr Cranbrook a/f 26/2 [illegible] 27/2
Mr Shuttleworth

[illegible]
25/2/52

10.

You may like to see this file for information.

[illegible] 10/3/52

Mr King

11

MINUTE SHEET

Reference AFS HDIP [illegible]

11,

I should be grateful if you would look at the attached draft and say whether you think it will do for working purposes in the Custodian's office.

A point has arisen on Article 4(3) of the Japanese Treaty of Peace Order 1952 on which your advice is desired. Is it possible to require the Custodian to sell Japanese property in his possession but not to pay the proceeds over to the Administrator at once? If the proceeds have to be paid over at once administrative accounts have to be raised immediately the property has been sold, with consequent clerical work, whereas if the proceeds could remain with the Custodian for the time being there could be a lump sum transfer near the time when the Administrator has to distribute. The advantage in keeping in this way would be that all the assets held for a particular Japanese person would remain with the Custodian and then at a certain stage all of them (or all of them that were liquid) would be paid to the Administrator instead of different assets being paid to him as and when they were realised. In other words we want to avoid, so far as we can, having the assets of the same person split between the Custodian and the Administrator. Would you please say whether the requirement envisaged by Article 4(3) allows of this?

[illegible]
Solicitor
5/8/52

BOARD OF TRADE RECEIVED -5 AUG 1952 SOLICITOR'S DEPT. (A.E.P.)
85/52

(1775) Wt27759/4183 10/51 1,050,000 JC&S Ltd. Gp736/209 (REGIMINT) CODE 5-34-0

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12.

I have looked at the attached draft and have the following observations to make:-

1. Paragraph 2. I rather think that the term "within the jurisdiction" requires amendment. The Order actually applies to the whole of Her Majesty's dominions (except the Dominions) and to the Protected Territories. I anticipate that the note is going to staff who will only have to deal with Japanese property in the United Kingdom but it might be better to say "the general definition includes any property, etc. within the United Kingdom."

2. Paragraph 4 (A) (ii) Note. I am not now sure what I have already advised about the money of Japanese Diplomats but subject to any views to which I have already firmly committed myself, I should now like to express a firm view that all bank accounts of Diplomats are outside the exception. It may be that money on a deposit account is property of an investment nature but I certainly have doubts as to whether money on current account is.

I cannot at present think of any difficulties that will ensue from the Custodian retaining the proceeds of sales. This is, however, contrary to the general intention of the legislation and may possibly cause trouble which I cannot at present foresee. I am, however, prepared to advise that for the time being at any rate, because of the administrative difficulties inherent in any other course, the Administrator can allow the Custodian to retain the moneys referred to.

J. F. BROWN.
8.8.1952.

A.E.P. Dept.
Mr. A.W. McKenzie.

13.

Please return ① draft ~~certificate~~ requirement + certificate accordingly ② a draft authority to specified officers in Branch 5 to sign - if this is necessary. ① should follow the general form of the German ones settled recently except that we shall have to provide for payment later. ② can also follow the form of the German authority settled recently. The Solicitor should be consulted on the drafts

Mr Gildea

11/8/52

MINUTE SHEET Reference

14.

I should be grateful for your advice on the draft form of certificate and requirement at doc 7, and the draft authorities to sign these at docs. 3 and 4 on AEP/593/P.

Article 9(4) of the Japanese Treaty of Peace Order refers to "a certificate by the Administrator that any property, rights or interests are Japanese property", whereas Article 14 of the Distribution of German Enemy Property (No. 1) Order refers to "a certificate of the Administrator that the property is German enemy property which is required to be transferred to the Administrator. Consequently I think that the words in brackets in doc 6 of AEP/593/P, which are an adaptation of the German form, might well be omitted.

Solicitor

J. N. O. Gildea
18/8/52

BOARD OF TRADE RECEIVED 19 AUG 1952 SOLICITOR'S DEPT. (A.E.P.) 85/52

15.

I have slightly amended the drafts in red ink.

Article 9 (3) provides that the Custodian shall sell property when required by the Administrator and pay the proceeds thereof to the Administrator. As it is now intended that there shall be an immediate payment, it is better that the requirement should be silent on the subject. [illegible] is merely a matter of administrative convenience and should not be referred to in any formal document.

I am not sure whether the drafts at docs 3 and 4 on A.E.P. 593/P were based on German precedents. My amendment is not to be taken as suggesting they were wrong as drafted but is rather intended to provide a neater and simpler form.

A.E.P. Dept.
Mr. Gildea.

J.F.BROWN.
20.8.1952.

16.

Your minute 13. A form of certificate and requirement is at doc 7 on this file, and authorities to sign at docs. 3 & 4 on AEP 593/P, both approved by the Solicitor. Mr. Palmer approves the list of signatories.

Mr. McKenzie.

22/8.

(15B2) Wt2589/1012 9/50 835,000 JC&S Ltd. Gp736/209 (REGIMINT) CODE 5-34-0

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17.

In connection with the collection of debts due by British insurance companies to Japanese insurance companies (which are Japanese property), you asked if there was anything you could usefully say to the representatives of the Insurance Companies (War or Settlement) Committee.

On 15th July Mr. King wrote to the Committee saying that, under Article 7 of the JTOP Order, companies should notify the Administrator that they owe these debts, but if they could not quantify them by that date, they should report the amounts as soon as possible afterwards.

I attach Mr. Ingham's file containing these reports. The great majority merely name the Japanese companies to whom debts are due, but make no attempt to give any figures. One or two have given some figures, but say they are subject to revision.

I suggest that we might ask the Committee informally how long we are likely to have to wait for these accounts to be finalised. If it will be some years, is there any possibility of making an estimate of minimum amount due, and paying us that? We do not want to wait until the ex-POW's are all dead before paying them this money. Alternatively, could they keep what appears to be due, and review the account annually, if we undertake to refund any overpayments? On this basis, we might find it difficult to estimate how much it will be safe to distribute.

Miss Hewitt has been doing some research among the files on Controlled Companies, but we are not yet quite enough down ground to make definite statements. It appears that in the Bank British insurance companies have disputed the Controller's right to collect debts, on the ground that their work was due to an enemy company, and therefore to the Controller; and that the Controller had let them off payment for the time being. My letter on AEP/548/P lays down that the Controller has priority over the Administrator in the collection of debts due to Japanese businesses in the U.K. We might, without committing ourselves too far, find out the Committee's present views on this question, and find out where they think. This information might be useful for our forthcoming review of controlled businesses.

On the whole I think this is an occasion for an exchange of views, and feeling our way, so that we can press, strongly, in the right directions, later.

Mr. Mc Kenzie.

J. R. D. Gilder
10/9/52

On file with Mr. King's minute of meeting.

MINUTE SHEET

Reference ~~DEP(X)31~~

18

Will you please get hold of the file in which following a meeting with the Insurance Companies and Lloyds in Mr Brown's room some six months ago a letter was going to be written by I and C setting out our view of the cases in which we should expect payment to be made to the Custodian or Japanese Administrator and see what has happened and if the letter has not been sent the reason for the delay? Miss Hewitt may be able to help. It is very important that no one here should give any colourable excuse to the companies for indulging in delaying tactics and if the delay is due to the fact that I and C and we are not seeing eye to eye the City should be consulted.

Mr Gilder

11/9/52

19.

The file you are referring to is AEP/681/P attached. Mr. Carruthers wrote a letter on 25th March, 1952, enclosing a note of the conclusions reached at a meeting (see 17a on AEP/681/P), which sets out in general terms the contents in respect of which payments should be made to the Custodian.

After talking to Mr. Wright in I+C, I telephoned Mr. Pugh, who said he was satisfied with this letter as far as it went, and he was not waiting for anything from us. There were however a good many unresolved problems, and he was at that moment about to attend a meeting in which the whole Japanese question was to be discussed. I said that there would be increasing political pressure for us to get this money in, and we did not want to feel that we were hobbling them at in any way, if it could be avoided.

Mr. Mc Kenzie (o.r.) See 48/P

J. Hetz.
26/9/52.

(1775) Wt.27759/4183
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20.

A form of certificate and requirement is needed to transfer money held by the Custodian on Japanese account to the Administrator of Japanese Property. The form used for German Enemy Property, which I understand was approved by you, is at doc 12, and I have made a draft on the same lines for Japanese property at doc 13, on which I should be grateful for your comments. The form would be required to cover a number of items on the account of a number of former owners.

I should also like to know if this form may be signed by the persons named in docs 5 & 6 on AEP/543/D attended, without further authorisation. J. R. L. Gilder 27/10/52

Solicitor

BOARD OF TRADE RECEIVED 28 OCT 1952 SOLICITOR'S DEPT. (A.E.P.) 26/52

21.

I have slightly altered docs. 12 and 13 to bring the wording into line with that of Art. 9 (4).

No further authorisation of signatories is required.

R.W. Lutyens Smith
29 10 52

Mr. Gildea.

22.

When we are only talking about money in the Custodian's bank accounts, the insertion of "rights and interests" seems a bit redundant, but if you have no objection, the form should can now be used as amended by the Solicitor.

Mr. Coppock. 31/10

OK
1.24"

11

Reference AEP/475/P1

MINUTE SHEET

STOPPED CASES JAPAN

	at 28. 2. 53				at 31. 3. 53			
	Cases	£	s	d	Cases	£	s	d
Controller Coys.	10	49,179	19	1	14	56,612	11	7
Diplomats	104	43,690	16	11	104	43,696	13	3
Deceased	18	15,479	9	5	22	16,328	2	0
Other Nationals	115	9,390	11	10	121	10,009	5	8
Insurance Policies	4	3,670	13	3	4	3,670	13	3
Insurance Coy.	1	5,930	11	4	1	5,930	11	4
Intercustodial					1	1,981	9	2
Charities	3	995	19	6	3	995	19	6
Release Pending	1	70	3	11	-	-	-	-
Miscellaneous					1		12	9
	256	128,408	5	3	271	139,225	18	6

Mr. Howard 27/3

Mr. Gildea (A note as arranged for yr imp. on deed. etc.)

Akira Matsui	"
Mineo Nomoto	"
Minato Kinukawa	"
Matao Uriu	"
Tosio Urabe	"
Taisaku Kojima	"
Kazuo Ichihashi	"
Tetsuo Ban	"
Bunsiti Hosi	"
Tosio Yamanaka	"
Kazutoshi Sato	"
Kaoru Matsumoto	Hon. Attache
Major General Eiichi Tatsumi	Military Attache
Lt. Col. Mitsugu Nakamura	Asst. Mil. Attache
Col. Soichi Sugitani	" " "
Lt. Col. Yosio Simomura	" " "

(1828) Wt40960/4296 2/52 1,100,000 JC&S Ltd. Gp736/209 (REGIMINT) CODE 5-34-0

[OVER

I have
bring the wording
No further action
is required.

RM. 52

Mr. Gildea.

22.

When we are only talking about money in the Custodian's bank accounts, the insertion of "rights and interest" seems a bit redundant, but if you have no objection, the form should can now be used as amended by the Solicitor.

Mr. Capstick. 31/10

Reference AEP/475/P1

MINUTE SHEET

The following is a statement of the present position of Japanese deceased estate cases as at 17th March, 1953.

Classification	No. of cases outstanding	Total amounts (Monies only)
A.	5	1,723. 2. 6.
B.	11.	12,580. 4. 9.
C.	5.	7,878. 14. 7.
Total	21.	£22,182. 1. 0.

Already released 17.

The amounts given above only represent monies. It is, of course, not possible for us to quote the value of any securities etc., that may be included in these estates.

Cases included in the A. group contain assets payable to the Japanese Pool without further action except for assuring that Estate Duty has been cleared.

Cases in B. classification are those where a Grant of Letters of Administration in favour of the Administrator of Japanese Property will be necessary. All the cases in group B. have been passed to the Board of Trade Solicitor.

C. cases are those where some person other than the Administrator will be able to take out a grant and pay out non-enemy shares of the estates. Only some of these assets will be payable to the Administrator of Japanese Enemy Property as part may be releasable.

J.T. Prescott
(J. T. Prescott)
25. 3. 53.

Mr. Baggie.
Mr. Howard 27/3
Mr. Gildea (A note as arranged for yr imp. on decd. estates)

Yoshitaro Yamada	3rd Secretary
Akira Matsui	Attache
Mineo Nomoto	"
Minato Kinukawa	"
Matao Uriu	"
Tosio Urabe	"
Taisaku Kojima	"
Kazuo Ichihashi	"
Tetsuo Ban	"
Bunsiti Hosi	"
Tosio Yamanaka	"
Kazutoshi Sato	Hon. Attache
Kaoru Matsumoto	Military Attache
Major General Eiichi Tatsumi	Asst. Mil. Attache
Lt. Col. Mitsugu Nakamura	" " "
Col. Soichi Sugitani	" " "
Lt. Col. Yosio Simomura	

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Reference AEP/475/P1

MINUTE SHEET

Stops on property on Japanese account

I understand that you would like particulars of all cases of property held by the Custodian on Japanese account, which should not be sold or transferred to the Administrator until the stop has been removed. The following are lists of all cases of the types described known to the Trading with the Enemy side of the Department, but there may be information in the Custodian's files of other such cases, which also should be treated as stopped.

List I Non-Japanese nationals

Property belonging to an individual who was not a Japanese national is not Japanese property, and should not be transferred to the Administrator. Normally one will assume that property held on Japanese account (i.e. on account of persons resident in Japan) belonged to Japanese nationals, unless there is reason to doubt, in any case, that this was so.

Following is a list of cases known to Branch 4 in which it has been alleged that the persons were not Japanese nationals.

In these and any other doubtful cases Branch 5 officers should not "Certify" the property without reference to Branch 1.

H. L. Keen	AEP.3091/50	K. Sekine	AEP.37786
C. W. Eymard	T.E.24688	F. Waldstein (Decd.)	AEP.33323
T. Baty	AEP.39023	G. E. Allcock, E. Allcock, M. Allcock (Decd.)	AEP.2152/52
G. Russell	AEP.50073	C. H. Yokawa	AEP.91372
G. A. Da Silva	T.E.81145	A. J. Bjergfelt	T.E.81810
C. W. Rayman	AEP.91360	M. Samuel & Co.	T.E.36345
H. Pigott	AEP.93889	N. Justensen	AEP.592/52
Thai Heng Co.	AEP.80706		
M. Zeller	T.E.44423		

List II The Japanese Government and Japanese diplomatic and consular personnel

If it appears that any property belonged or may have belonged to the Japanese government or Japanese diplomatic and consular personnel, it should not be certified as Japanese property without reference to Branch 1, as there is some difficulty in interpreting exception (ii) to Article 14(a) 2 (II) of the Japanese Peace Treaty. The Foreign Office have supplied a list of accredited members of the Japanese Embassy in London and of Japanese Consular Officers in the United Kingdom on 1st December, 1941 ((a) below) and the Controller of the Yokohama Specie Bank has provided a list of members of the Japanese Diplomatic Service who had accounts at the Bank, and who were, according to the Bank's records, resident in the United Kingdom, the Commonwealth, or neutral territories in January, 1942 ((b) below, excluding those in (a)).

It will be realised that these lists are not exhaustive.

(a) H. E. Mr. Mamoru Shigemitsu	Ambassador
Mr. Shinichi Kamimura	Counsellor
Yoshitaro Yamada	1st Secretary
Akira Matsui	3rd Secretary
Mineo Nomoto	Attache
Minato Kinukawa	"
Matao Uriu	"
Tosio Urabe	"
Taisaku Kojima	"
Kazuo Ichihashi	"
Tetsuo Ban	"
Bunsiti Hosi	"
Tosio Yamanaka	"
Kazutoshi Sato	"
Kaoru Matsumoto	Hon. Attache
Major General Eiichi Tatsumi	Military Attache
Lt. Col. Mitsugu Nakamura	Asst. Mil. Attache
Col. Soichi Sugitani	" " "
Lt. Col. Yosio Simomura	" " "

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Mr. Gildea.

22.

When we are only talking about money in the case the insertion of "rights and interests" seems a bit redundant, but if you have no objection, the form objected can now be used as amended by the Solicitor.

Mrs. Cafferata. AE. 31/10