(a) And then on the 20th March, 1949, they stole 429 wooden boxes containing the wiring devices and carried away them by the truck car (new) marked with No.7427 which belongs to the Kamo Office of the Sanjo Branch of the Japan Express Co. On the following 21st day, 349 boxes were sent from the Kamo Station to the Ogikubo Station by the railway car marked "Wamu No.9138" through the Japan Express Co. The nominal consignor was the Niigata Local of All Japan Metal Workers Unions Federation while the consignee, the Tokyo Chapter of the same Federation.

(b) Next, on the 24th March, 1949, they forwarded the remaining eighty boxes together with forty ones containing the wiring devices which were stolen and carried away from the said warehouse on the same day. In other words, they sent those 120 boxes (10 ton in weight) to the Ogikubo Station in Tokyo by the railway car marked "Wa No.6670" through the Japan Express Co.
The consignor and consignee were same as those of (a).

The fact of destruction of the key will be made clear by the examination of Mr. Kichijiro Shimada of Kamo-machi, Minami-Kambara-gun, while, the fact of forwarding by rail, by the examination of said Mr. Kiyomatsu Kawasaki.

Date: 24th March, 1949.

Signed by:

Council for Accuser

Hideji Kamata, Attorney

Masana Tanaka, "

Go Ando, "

Attached Sheet No.3

(C O P Y)

ADDITIONAL REASONS FOR APPLICATION

TO: Niigata District Court

Applicant: Tokyo Shibaura Electric Co., Ltd.

Applied: Labour Union of Kamo Works, Tokyo Shibaura Electric Co., Ltd. and other one.

In reference to the application for order of provisional disposition such as the evacuation of the plant with the above applicant and applied as both parties thereto as is marked with your Court's number of "Yo" No. of 1949, the Applicant hereby supplements the reasons therefor as follows:

Additional Reasons

1. The further information relating to the fact mentioned in Item 10 of the said application which has come to hand yesterday at about 4 p.m., discloses that, over one hundred and sixty employees belonging to the Plant Reconstruction League who have recently seceded from the applied Kamo Works Union, today might have formed a new union in Kamo-machi and held its inangural ceremony, being impatient of the lukewarm measure taken by the Applicant throughout the present dispute. Furthermore, it is told in the same information that they are ready to make a surprise onslaught on the applied sides who are now resorting to the production control tactics and win back the plant for the applicant.

In case the members of the Plant Reconstruction League have dared resort to the proposed measure, the applied sides who are now forming a plant guarding party to occupy and guard the Kamo Works, will certainly try to safeguard against such attack. Then, a free fight will develop between both sides, with the probable result that the buildings, machines and other fixtures owned by the applicant will be destroyed.

If the applied sides stand no chance against the attackers, they will, then, desperately destroy the buildings or crush the machines and furnitures to pieces in order to override the attackers' victory. It will lead to a riot in all likelihood. Even if the above serious situation did not come into being today, the matter is threatening to assume serious proportions. In such unwelcome situation, the applicant will surely sustain a quite unbearable damage.

It is hoped for in this connection that the plant can be guarded against such imminent and violent aggression or infringement.

2. The basic right to be protected by provisional disposition is the ownership as to all the articles stated in the Application. It is the claim for discontinuation of infringement such as destruction, capture or disposal of the properties of the Applicant.

The term "Protection of right of claim for damages caused to the proprietorship by the illegal act" as used near the end of the "Reasons for Application", may be misinterpreted as aiming at the protection of the obligatory right alone and therefore, stating in this connection that the object is the real right, the applicant hereby asks for the overall approval to be given to the application.

Date: 26th March, 1949: For Applicant

Signed by:

Masana Tanaka, Lawyer

Go Ando, "

Hideji Kamata, "

(C O P Y)

Attached Sheet No.4

Decision of Provisional Disposition

By Civil Affairs Section of Niigata District Court

Obligee: Tokyo Shibaura Electric Co., Ltd.
72 Horikawacho, Kawasaki-shi, Kanagawa-ken.
Representative: Director Hirosaku Shinkai
Suit Attorney: Lawyer Masana Tanaka
" Go Ando
" Hideji Kamata

Obligor: Labour Union of Tokyo Shibaura Electric Co., Ltd., Kamo Works,
Representative: Chairman Genji Kato.

Obligor: Niigata Local of All Japan Metal Workers Unions Federation at same address as above.
Representative: Standing Chairman Yoshio Ando
Executive Committee.

In reference to the case of provisional disposition of plant evacuation, etc. marked with the "(Yo) No.24 of 1949" having the above obligee and obligors as parties thereto, this court, judging the application of the obligee as justifiable, hereby delivers the following decision with the order that the obligee should deposit the special treasury debentures amounting to one million yen in face value (Deposit No. - "Sho" 13 of 1949)

Text of Decision

1. It is hereby directed that the members of both obligors should discontinue the occupation of both the buildings mentioned in the attached first list (with an exception of a northern part (60 tsubo in space) of No.28 Bldg. which is now used to accomodate the members of Kamo Works Labour Union, obligor) and the articles in the same building as mentioned in the attached third and fourth lists, and, those should be placed under custody of the executor of Niigata District Court who was entrusted with necessary powers by the obligee.

2. In order to attain the purpose above, the executor is authorized to order the members of both unions to leave the said building and prohibit their entrance into the same.

Date: 26th March, 1949

Signed Chief Judge Jin Yamamura
Judge Hideo Fujiwara
Judge Nobukazu Matsunaga

This is to certify that the above is the exemplification.

Date: same as above

Signed: Ichizo Oshima
Clerk of same court.

(C O P Y)

Attached Sheet No.5

"Mo" No.23 of 1949

Decision

By Civil Affairs Section of Niigata
District Court.

Applicant: Labour Union of Tokyo Shibaura Electric Co.,
Kamo Works,
823, Kamijo, Kamomachi, Minami-Kambaragun,
Representative: Genji Kato, Chairman
Council: Susumu Kamimura, Lawyer
Yoshio Makino, "
Hideo Fujii, "

Applied: Tokyo Shibaura Electric Co., Ltd.
72 Horikawacho, Kawasaki-shi,
Representative: Hirosaku Shinkai, Director

The applicant filed a protest against the decision passed on the provisional disposition case, No. "Yo" 24 of 1949, asking for stoppage of the compulsory execution to be carried out in accordance with the test of the same decision and this Court, judging the protest reasonable, hereby orders the applicant to deposit ¥ 8,000 as the security (No."Kin" 339 of 1949) and delivers the following decision.

Text of Decision

The said compulsory execution, in so far as the portions in (a) and (b) of the buildings listed in the attached papers are concerned, is suspended till any decision is passed on the present protest.

Date: 6th April, 1949. Signed: Satoni Yoshii, Presiding Judge
Hideo Fujiwara, Judge
Nobukazu Matsumaga, "

This is to certify that the above is the exemplification.

Date: Same as above Signed: Ichizo Oshima,
Clerk of same Court

Attached Sheet

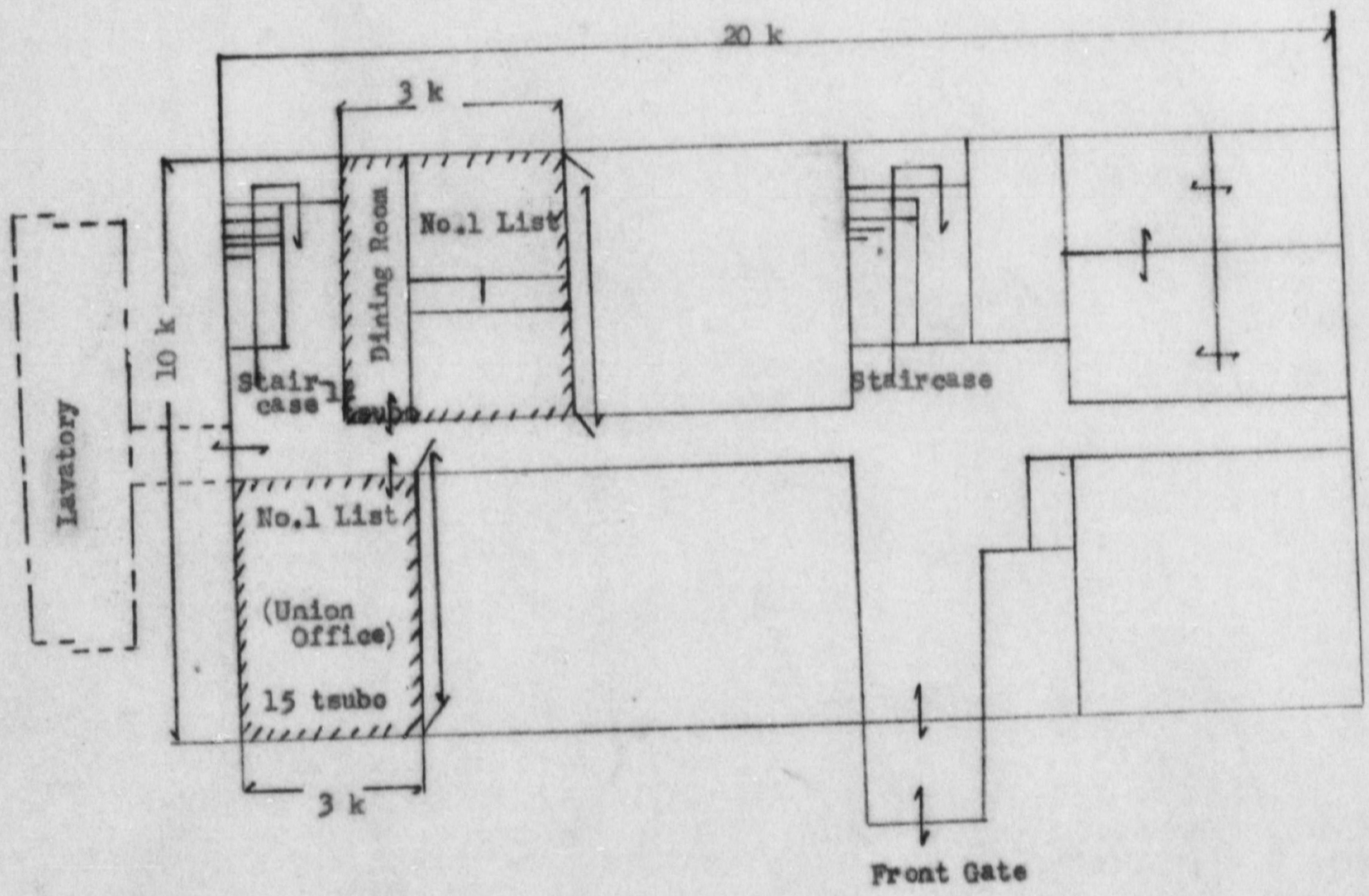
No.1 List of Objects

Of No.1 Building Wooden, tile-roofed, two-storied 200 tsubo in floor space in the Kamo Works of Tokyo Shibaura Electric Co. located at 823 Oaza Kamijo, Kamo-machi, Minami-Kambara-gun, Niigata-ken.

(a) Front part of left side of first floor: 15 tsubo
(b) Rear " " " : 12 tsubo

(Drawing attached)

ATTACHED DRAWING



First Floor of New Bldg.

No.1 Bldg.

(C O P Y)

Attached Sheet No.6

Letter of Complaint against Decision

TO: Civil Affairs Section of Tokyo High Court

Complainant: Tokyo Shibaura Electric Co., Ltd.
72 Horikawacho, Kawasaki-shi,
Representative: Hirosaku Shinkai, Director
Suit Council: Masana Tanaka, Lawyer
Go Ando, "
Hideji Kamata, "

Other Party: Labour Union of Tokyo Shibaura Electric Co.,
Kamo Works
823, Oaza Kamijo, Kamo-machi,
Minami-Kambara-gun, Niigata-ken,
Representative: Genji Kato, Chairman

Immediate Complaint against Decision of
Suspension of Provisional Disposition Execution

Object of Complaint

Applied for is such decision as:

"The original decision is hereby cancelled."

Contents of Original Decision as

The Civil Section of Niigata District passed, on the 6th April, 1949, the undergiven decision on the case for suspension and cancellation of execution of provisional disposition (No. "Mo" 23 of 1949) between the applicant, Labour Union of Tokyo Shibaura Electric Co., Kamo Works and the applied, Tokyo Shibaura Electric Co.

Text of Decision

The compulsory execution, as far as the parts of the building indicated in (a) and (b) of the attached list are concerned, is suspended till any judgement is delivered on the case of protest against said provisional disposition.

Attached sheet

No.1 List of Objects

Of No.1 Building (Wooden, tile-roofed, two storied, 200 tsubo) in Kamo Works of Tokyo Shibaura Electric Co., Ltd. at 823 Oaza Kamijo, Kamo-machi, Minami-Kambara-gun, Niigata-ken:

Front part of left side of first floor: 15 tsubo
Rear " " " " 12 "

(See the attached drawing) - attached drawing omitted
The original decision was notified to the applicant on the April, 1949 by express delivery post.

Reasons for Complaint

1. Owing to the enforcement of the plant self-sustaining accounting measure and the accompanying cut of surplus personnel which the complainant was obliged to put into effect, in order to tide over the imminent economic crisis, the complainant has been in labour dispute with the other party since December 1948. The complainant, in an effort to settle the dispute, announced the lockout of the Kamo Works on the 24th December of the same year while on the 29th of the same month the other party declared the production control. Since then, the other party has carried on the control and in line with it the situation has become more critical and serious. However, from near the beginning of March 1949, some sign of confusion has come to show up on the side of the union, other party, which has then been split.

2. The production control by the other party is deemed illegal and outside the purview of the labour struggle action. Even if it was exceptionally legal in a little portion, the other party could not stay within the legal limit. Namely, since march of the same year, year, the other party, in conspiracy with the Niigata Local of All Japan Metal Workers Unions Federation, has broken the key of the Products Warehouse of the Kamo Works and carried away the products in large quantities from the same warehouse. Additionally, the other party carried away the materials from the warehouse and sold out them as such.

3. Despite of that such act is evidently a criminal offence, being not within the purview of production control, it is impossible for the complainant to stop or prevent such indisputable criminal act, because the Kamo Works is now under occupation by the other party. Leave the matter as it is and then, all the properties owned by the complainant are feared to be stolen out such that the plant might be emptied entirely. On the other side, it is highly probable that the employees who have severed connections with the other party may try to win back by force the Kamo Works for the purpose of reopening and recovering the production. Hence, owing to the fear that, in case of a free fight developed between both sides, the buildings, machines, etc. of the plant would be destroyed, the complainant filed with the Niigata District Court an application for provisional disposition on the 25th March, 1949, with the intention of protecting the properties themselves. Whereas, the same Court handed down, on the 26th day of the same month, the following decision of provisional disposition on the matter of application called the"(Yo) No.24 of 1949 case".

Text of Decision

(1) The members of the both obligors or unions are order to drop their occupation of the buildings mentioned in the attached List No.1 (with an exception of the northern side of No.28 Bldg. having the floor space of about 60 tsubo which has been used to accommodate the members of the Kamo Works Labour Union or obligor) as stand on the land mentioned in the attached No.2 List and the executor of the Niigata District Court who was entrusted by the obligee to do so, is ordered to take charge of the custody thereof.

(2) The executor, in an attempt to attain the purpose mentioned in the foregoing paragraph, is empowered to order the members of both unions or obligors to leave or not to enter, the same building.

4. The executor of the Niigata District Court who was commissioned to execute the said provisional disposition as requested by the complainant, did so on the 30th March, 1949.

The other party applied for release from the provisional disposition of each of the part which has been used as the union office, and the dining room with the kitchen (the places in (a) and (b) of this letter) which has been used by fourteen members of the union or the other party staying at the dormitory by reason of that they are in no position to quickly find out any other proper place to remove while the complainant then asked for immediate execution, saying that he will offer his empty house for their use. In the end, the executor decided to delay one week the execution of provisional disposition on the parts in said (a) and (b).

5. Whereas, on the 6th April of the same year when the term of extension ended, the other party filed the following applications on the ground of that (a) any Union activity needs a room or house and therefore, if provisional disposition was made on the part of said Building permitted to use in the past, the union would be unable to carry on its business and would be deprived of the freedom in union movement and then, being impossible to carryout the struggle action, the union would systain an irretrievable damage, and (b) if provisional disposition was made on the dining room with the kitchen, it would be impossible to dine with the consequence that the personal right to live would be menaced.

(1) Application for suspension and cancellation of execution of provisional disposition
(Case "No" 23 of 1949)

(2) Protest against decision of provisional disposition
(Case "No" 24 of 1949)

Hence, the Niigata District Court passed, on the 6th April 1949, on the Case "Mo" 23 of 1949 such decision that provisional disposition of the parts in (a) and (b) should be suspended, as mentioned in the above Contents of Original Decision.

6. However, the decision to suspend execution of provisional disposition would be illegal. In other words, according to the Code of Civil Procedure, in case the protest against decision or appeal against judgment was filed, it is not permitted to ask for the decision for suspension or cancellation of execution of provisional disposition by reason of the fact that such protest or appeal was filed. On this point, each judicial precedent wholly tallys.

The measures to plead dissatisfaction with the provisiond disposition as provided for in the Code of Civil Procedure of this country are limited to the following three:

(1) Pleading of complaint against decision provided for in Article 144 of the Code of Civil Procedure

(2) Plea for cancellation in Article 747 of same Code

(3) Plea for cancellation in Article 759

In each case, the oral pleading should be opened first and then a judgment on whether or not the original decision should be cancelled would be passed.

In respect to the suspension of execution in the above three cases, Article 744 clearly prescribes that, if a protest against decision was filed, execution of provisional execution would never be subjected to suspension.

Provided that in the case of the protest filed, the court is authorized to order the temporary suspension of execution of provisional disposition, such suspension would result in the practical cancellation of the decision of provisional disposition. And another result would be the actual spoilage or betrayal of the original purpose of the provisional disposition system aiming at the protection in emergency case. Or, it is evidently against the spirit of legislation.

7. However, it may be supposed in this connection that, the strict interpretation, application or observance of the regulation will be possible as a general rule and therefore, in a very rare case the provisional disposition was so misapplied practically as to overrun its original purpose of adjustment in the emergent case, if such misapplied provisional disposition measure would be feared, then, to cause to the applied party an irretrievable damage, the temporary suspension of execution of provisional disposition can be exceptionally made on filing of the protest by the applied. On this point, the present Supreme Court, taking into consideration the provisions of Arts. 500 and 512 of the Code of Civil Procedure, passed the judgment that, in such cases, it would be of necessity to permit said exceptional measure. In the opinion of the con-

plainant, the judgment is mistaken.

Namely, referred to in the same Code are only the three cases of (1) the plea for re-examination submitted, (2) the declaration of provisional disposition made on the appeal against judgment and (3) the declaration of provisional disposition made on the protest against order to pay. Accordingly, these cases are quite different from that of the protest against decision of provisional disposition. The application mutatis mutandis is not sound reasoning and moreover, in the case of the execution suspension provided for in each of said articles of the Code of Civil Procedure, the contents of complaint or reasons for protest do not matter. Or, the execution may be suspended in each case there is filed a request for re-examination or an appeal or a protest. Naturally, the said exceptional situation or danger of incurring the irretrievable damage is not the prerequisite. As a result, there is no ground for said judgment passed by the Supreme Court.

8. Then, is any ground for suspension of execution of provisional disposition on protest against decision thereof found in Articles 545 and 547 of the Code of Civil Procedure? It seems that the Niigata District Court have applied the provisions of those articles with necessary modifications. However, said provisions are applicable only to the case of the protest against claim and the ground for such protest should be a new situation which might have come to exist after a judgment having been passed. As a result, it is definitely provided for that only the filing of a protest (such as said re-examination) is not enough reason for suspension of execution and, except the case where the new situation stated in the protest is considered well worth revising the judgment and plea is made, suspension of execution is not permitted to be made.

In order to meet the new situation after decision of provisional disposition given, the Code of Civil Procedure specially adds thereto Arts. 747 and 759 and therefore, it is of no necessity to wander about the provisions of compulsory execution through Arts. 756 and 748 and limp into Art. 547 which is ostensibly applicable but no so in reality.

The case where, if the execution of provisional disposition is not stopped as a special exceptional measure, it will cause an irretrievable damage, is very rare. Therefore, Article 744 of the Code of Civil Procedure prescribes that, no matter what the contents of or reason for, the protest are, or, irrespective of whether or not the situation stated in the protest is new, the execution would not be placed under suspension till the judgment to the effect is delivered under the provision of the following article. This is aimed at the protection of provisional disposition once decided upon.

As pointed out above, it is illegal to suspend execution of provisional disposition under the application with necessary changes of Article 547 of the Code of Civil Procedure.

9. Upon reconsidering the present case, the prevailing situation is that the Kamo Works of the complainant is being occupied by the other party resorting to the production control tactics and the members of the other party have begun to steal the products or materials of complainant. Leave the situation as it is now and then the machines or other furnitures and implements would be stolen out in all likelihood such that the plant might be entirely emptied. As mentioned above, it is quite dangerous that the union-members are containing to stay on the premises of the plant. By reason of that even the buildings are exposed to the danger of being destroyed, the complainant asked for provisional disposition such as the evacuation of plant and prohibition of entrance.

Although the other party quoted as the reasons for protest, such facts as (1) he shall be unable to continue to use the union-office any longer due to the execution of provisional disposition and in consequence he shall be deprived of his freedom in the union movement or struggle action and (2) the place to dine will be lost and as a result, the right of living will be endangered. However, it is considered natural that such difficulties, inconveniences or discomforts should follow a judgement or execution of provisional disposition and accordingly, these matters alone do not give sufficient reasons for the say of the other party such as the deprivation of the right to live or suppression on the labour action and union activity. Any person against whom the provisional disposition measure was taken, is under duty of life to get rid of said inconveniences, difficulties or discomforts by himself. Especially, it is selfish of the obligor to express dissatisfaction with the place offered by the complainant. The same difficulties, inconveniences or discomforts have not been as was produced after the provisional disposition and in addition, they are not considered as falling within the purview of so-called emergent situation or as incurring any irretrievable damage. In other words, those conditions are not worth suspending the execution.

From such view-points, it is led to conclude that the original decision based upon the false legal ground is unlawful.

10. Under the provisions of Articles 756, 748, 558, 547, 411, 415 and 416 of the Civil Procedure Code, the complainant files this appeal.

Documentary Evidences

Record of Case	"Yo"	No.24	of 1949	Niigata District Court
"	"	"Mo"	No.23	"
"	"	"Mo"	No.24	"

Attached Papers

Certificate of Qualification of Complainant	1
Letter of Attorney	1

Date: 13th April, 1949

Council for Complainant

Masana Tanaka

Go Ando

Hideji Kamata

(C O P Y)

Attached Sheet No.7

Additional Written Accusation

TO: Public Procurator Tachio Kobayashi
Sanjo Branch Office of Niigata District Public
Procurator's Office

Accuser: Tokyo Shibaura Electric Co., Ltd.,
72 Horikawacho, Kawasaki-shi,
Kanagawa-ken.
Representative: Director Taizo Ishizaka

Accused: Chairman Genji Kato
Labour Union of Tokyo Shibaura
Electric Co., Kamo Works
Oaza Kamijo, Kamo-machi, Minami-
Kambara-gun, Niigata-ken.

Accused: Vice-Chairman Hisashi Ebe
same union as above.

Accusation for Trespass on Buildings

Outline of Crime

The accused had trespassed on the accuser's Kamo Works without good reason during the period of 25th December, 1948 to 30th March, 1949.

Facts of Crime

1. The company accuser and the labour union of which the accused are members, have been in dispute since 6th December, 1948 and the union-members including the accused have carried on the slow-down. They have dared to carry out the mass intimidation under pretence of the collective bargaining with the managing staff of the plant. In the face of such grave situation, the worksmanager and other leading staff have escaped themselves from the plant before or after the 20th of the same month.

Having perceived the very probable indication of the struggle action of the accused, etc., beginning with the mere slow-down and developing into the illegal production control, on the 24th of the same month the accusing company announced the lockout of the plant under the provisions of Art. 17 of the Labour Relations Adjustment Law as a counter-measure, and on the 25th of the same month the accuser sent to the accused Genji Kato the notice that all the union-members should evacuate the Kamo Works and they would not be permitted to enter it thereafter.

2. Nevertheless, the accused, in utter defiance of said announcement and notice, have entered the plant together with other members numbering around 500. In such a way, the dispute condition has become more serious and finally on the 29th, the accused Genji Kato notified the accuser of the union's decision to carry on the production control.

Now that the accusing company announced, on the 24th December, 1949, the shut-down of the plant, asking for the plant-leaving of the union-members, the accused should be under obligation to leave the Kamo Works instantly and not to enter it thereafter without good reason and for all that, they have forced an entrance into and occupied, the plant without the permission or consent of the accuser therefor. It is believed that such action would fall within the purview of Article 130 of the Criminal Law.

3. On the 29th December of the same year, the accused actually declared the production control and had continued to carry on the same measure thereafter. In the meantime, the accuser filed with the Niigata District Court an application for provisional disposition asking for the evacuation and return of the plant and at last, on the 30th March, 1949, provisional disposition aiming at the plant-evacuation was executed on all the parts of the plant with an exception of a part. In those days, the accuser has not asked the accused to leave in anticipation of that any decision would be passed so soon. The accuser has never approved the accused's illegal trespass throughout.

4. At the conclusion, your strict investigation into the above fact and the fact of larceny in the accuser's appeal filed the other day.

Date: 10th May, 1949

Council for Accuser:

Masana Tanaka, Lawyer

Go Ando "

Hideji Kamata "

(TRANSLATION OF COPY)

Hon-Ro-Soku No. 24-77
23rd May, 1949

No. 3 Urgent Report of Progress of Suit on Labour Contract.

By Labour Section, Head Office
(Tokyo Shibaura Electric Co., Ltd.)

The later progress of the suit on the labour contract is hereby reported as follows:

2nd May: The second oral pleading was made, beginning at 3p.m.
20th May: The third oral pleading was made, beginning at 3p.m.

Details of the above second and third oral pleadings are as reported in the attached sheets.

(Attached Sheet)

2nd oral Pleading (2nd May)

In conformity to the demand of the chief judge made at the preceding oral pleading, the company submitted the written plea for revision of contents of the application (Attached Sheet No. 1) and the preparatory pleadings (Attached Sheet No. 2) under date of 30th April.

First, the chief judge spoke that, even when the written plea for revision of the application contents and the preparatory pleadings submitted by the company was additionally taken into consideration, yet he can not understand what damage will be caused to the company by what right specified in the Labour Contract is exercised by the applied (federation), and so he asks the company to present a document illustrating this point more concretely not later than the date for the next pleading.

Next, the chief judge spoke to the federation, "The deficiency he referred to just now is common to the application of the company and that of the federation. In so far as the application of the federation is taken into consideration, it does not illustrate what kind of great damage will be caused to the federation in case what provision of the Labour Contract is violated by the company. So, he asks the federation, too, to present a paper illustrating this portion more definitely not later than the date for the next pleading".

As both the company and federation promised respectively to submit the required documents not later than the date for the next pleading, in order to make clear the above ambiguous points, the court adjourned. (The next pleading is to begin at 3p.m. on the 20th May).

Third Oral Pleading (20th May)

In conformity to the demand of the chief judge made at the preceding oral pleading, the company submitted, under date of 16th May, the written plea for revision of contents of the application (Attached Sheet No. 3), second preparatory pleadings (Attached Sheet No. 4), and the written explanation of evidences (Attached Sheet No. 5) while the federation submitted the written plea for revision of contents of the application (Attached Sheet No. 6) and the first preparatory pleadings (Attached Sheet No. 7) on the 20th May, just before the opening of the court.

In answers to the question by the chief judge, the company illustrated the written plea for revision of the contents of application as calling for the following judgment.

"The applied (federation) must neither resort to any dispute measure nor let its member union carry out any struggle action by reason of the company's violation of the provisions of Article 5 to Article 8 inclusive of the Labour Contract or the possibility of the same violation".

Then, against such illustration by the company, the federation stated, "Such demand of the company itself is considered to deny the right of collective bargaining guaranteed in the Constitution. Is there any special agreement with the federation for prohibition of a struggle action? Is there any legal authority therefor"?

In this connection, the company stated that the term "must neither ..... nor" as used above means that the federation asserting the validity of the Labour Contract must not do a struggle action for no other reason than the above but not that the federation must be prevented from doing any struggle action. It was additionally stated then that the Constitution guarantees no illegal or improper struggle action.

Next, the company and federation respectively presented the documentary evidences relating to the documents of each application (in order that the judge may collate the copies attached to the application with their originals) (at that time the company added one written proof).

(A copy of said proof not attached hereto)

The chief judge spoke that the trial would begin with the application submitted by the federation and then asked the company to say something in self-defence.

Hereupon, the company answered as follows:

"It is asked to pass the judgment that the application of the federation should be rejected and the cost of legal proceedings should be borne by the federation. The application of the federation has for its object such provisional disposition as would bring about the same effect as the winning a lawsuit before any final judgment would pass on the case. From the point of judicial precedent, the very application is viewed very strange. As to the juridical point, the company wishes to submit the written defences not later than the day for the next court".

At last, as both parties promised to respectively have three witnesses appear in the next court (to begin at 1p.m. on the 8th June), the court adjourned.

TO: First Civil Affairs Section
Yokohama District Court.

April, 1949

Plea for Revision of Contents of Application.

Applicant: Tokyo Shibaura Electric Co., Ltd.
Applied: Toshiba Labour Unions Federation.

In reference with the Case, "(Yo) No. 56 of 1949", the applicant hereby revises the contents of the application as follows:

Revised Purpose of Application.

Before any final judgment would be passed on the case calling for the confirmation of managerial right, etc., the applied must not exercise on the applicant any right as based upon each article of the Labour Contract which has been followed by both parties since the 1st March, 1948.

Council for Applicant:

Tokutaro Kimura
Heihachiro Terasawa
Hideji Kanata

Preparatory Pleadings.

April, 1949

TO: First Civil Affairs Section
Yokohama District Court

Applicant: Tokyo Shibaura Electric Co.
Applied: Toshiba Labour Unions Federation.

In reference with the Case "(Yo) No. 56 of 1949", the applicant hereby states as follows:

1. The right which the applicant wishes to protect in the present application for order of provisional disposition, is the managerial right of the applicant. The managerial Right in the present case means all the rights which the enterpriser (applicant) has in connection with its management of company or the organic combination of various kinds of rights including not only the propristary right and other real rights, credits and intangible property rights but also the personnel affairs rights to secure, arrange and change the working power. It is a mere assembly of each right. In the actual exercise of rights, the enterpriser would arrange or apply every right constituting the managerial right so that it may be most effective and suitable for the administration. As to the individual right, there are two sides: (1) the passive side on which the exercise of right is suspended or limited and (2) the positive side on which even the right having once been in no use is put to partial or full use. Each right would be changed accordinding to the general comition of administration.

2. It goes without saying that Japan being occupied by the Allied forces, irrespective of her real intention, is not permitted to go against the directive of the Forces. For instance, as to the Nine-point Economic Stabilization Program and Three Wage Principles, the government and the people are under obligation to faithfully observe them, and therefore, it is evidently against the Occupation policy to neglect the said Program or Principles on this pretext or that.

Owing to his position in the industrial field of this country and his prewar international position, the applicant is now under pressure of duty and necessity of enhancing the international credit of the economic and industrial world of Japan by way of following with sincerity such program or principle.

3. On the other side, the proposed order of disposal of the applicant's plants and laboratory coming up to twenty-eight in total number was transmitted by the HCLC to the applicant under the provisions of the Elimination of Excessive Concentrations of Economic Power Law, and now that the Public Hearing therefor was already finished, it is required to make study of the concrete disposal measure in line with the contents

of said proposed order and in consideration of the prevailing situations of the industrial and financial fields, to put in force the same order as soon as possible. Such is deemed not only advantageous for the applicant but also not disadvantageous for the applied.

4. Judging from the progression of each negotiation so far held between both parties hereto, it is generally led to conclude that the views of both parties were opposed to each other and contradicted each other in most cases and in many respects, mostly dus to the provisions of the Labour Contract entered into by and between both parties.

As pointed out in the Reasons for Application, the applicant has proposed the applied to enter into a new labour contract and repeated to talk with the applied over ten times, but the results obtained were the present situation in which any labour contract is not in effect.

5. Whereas, even for the advent of the non contract situation, the applied had an argument. Thus, the applicant who, under the Nine-Point Economic Stabilization Program and Three Wage Principles which are respectively the supreme order for Japan and her people, especially according to the order of the HCLC, is intending to discharge his duty to reorganise the enterprise, will most probably be disturbed, in making out a plan for management and putting it in effect by virtue of his managerial right, by the Applied who intends to exercise his right on the strength of the said defunct Labour Contract.

Apart from the case in which the Court Judges that the applicant needs not faithfully and promptly observe and put into practice the Nine-Point Economic Stabilization Program, Three Wage Principles and the Proposed Order by the HCLC repectively claiming immediate attention, the applicant firmly believes that, so far as the duty to follow the supreme order is perceived, the Court would have to consider the following fact evident and indisputable.

"The unfounded contention of the applied for existence of the Labour Contract will certainly endanger the managerial right of the applicant and as a result, indirectly force the applicant to violate the directive of the Allied nations".

Council for Applicant:

Tokutaro Kimura
Heihachiro Terasawa
Hideji Kamata.

Second Preparatory Pleadings.

16th May, 1949

TO: First Civil Section,
Yokohama District Court.

Applicant: Tokyo Shibaura Electric Co., Ltd.
Applied: Toshiba Labour Unions Federation.

In reference to the Case "Yo" No. 56 of 1939, statement is made as follows:

1. As already explained repeatedly in another place, under the prevailing circumstances, the applicant or company is urged to carry out the enterprise reorganization so quickly and so, the applicant is getting ready for the drawing up and operation of a definite enterprise adjustment plan.

2. On the other side, the applied, in spite of that the Labour Contract between both parties hereto has become null and void, is unbendingly standing by his opinion that it should be still effective, and for such reason he filed an application for order of provisional disposition to secure a provisional position. Accordingly, it is as plain as the sun that, if the applicant trys to put in force, as a part of said Enterprise Reorganization Plan, the matters related to those specified in Arts. 3 to 8 inclusive of the same Labour Contract irrespective of the provisions of said articles, the applied, at the head of the unions participating therein, would certainly go on a walkout in concert with other friendly organizations under pretence of the violation of said provisions. The allied once declared that he was preparing to struggle in concert with other organizations against any enterprise reorganization planned by the applicant.

5. If so, the realization of the applicant's plan for enterprise reorganization would be arrested by the unjust struggle action of the applied such that the opportunity to realize the plan might be missed. It would be the end of the applicant's enterprise. As clearly exemplified by the applied's struggle actions at the Kamo and Kawagishi Works, the applied always talking of protection of industry or increase of production is, in reality, planning to destruct the industry or bring the production to nought.

4. In expectation of that the reorganization of the applicant's enterprise would be unavoidable and imminent, the applied is intending to colour with legality his struggle action commenced to retard forcibly the applicant's enterprise reorganization by strongly insisting on the validity of said Labour Contract and simultaneously, to find therein a pretext to escape from the charge of illegality of the action. This is literally the most unfair intimidatory action.

In the face of the struggle action done by the applied on one unfounded pretext or another, the damages sustained by the applicant would really be acute and irretrievable.

Council for Applicant

Tokutaro Kimura
Heihachiro Terasawa
Hideji Kamata.

Explanation of Documentary Evidences.

16th May, 1949

TO: First Civil Affairs Section
Yokohama District Court.

Applicant: Tokyo Shibaura Electric Co. Ltd.
Applied: Toshiba Labour Unions Federation.

In reference to the Case "(Yo) No. 36 of 1949", the applicant hereby pleads the testifying objects of "Ko" evidences as follows:

1. By way of the "Ko" No. 1 Evidence and (1) and (2) of the "Ko" No. 2 Evidence, the organizations of parties are clarified.

2. By (1) to (4) inclusive of the "Ko" No. 3 Evidence and (1) to (3) inclusive of the "Ko" No. 4, the labour contract between both parties and the conditions of renewal thereof are clarified.

3. The "Ko" No. 5 and "Ko" No. 6 Evidences clarify that the changed political and economic situations of Japan has come to necessitate revision of the labour legislations and said labour contract between both parties has become improper under the prevailing social or economic situation.

4. The "Ko" No. 7 and "Ko" No. 8 Evidences pleads that the applicant or company is compelled to enforce the enterprise reorganization.

5. The "Ko" No. 9 Evidence pleads that said Labour Contract ended its term on the 28th February, 1949 and it changed, then, into a labour contract with no term fixed.

6. The "Ko" No. 9 to No. 15 Evidences clarify the developments of negotiations about a new labour contract.

7. By the "Ko" No. 16 Evidence is clarified that the labour contract has been dissolved.

8. By the "Ko" No. 17 Evidence is clarified that the conclusion of a new labour contract was abortive.

9. By the "Ko" No. 18 Evidence is clarified the fact mentioned below:

> "The applied acknowledging the fact that both parties have been deliberating over conclusion of a new contract on assumption that a labour contract with no term fixed has been in force since the 1st March, is yet persisting in ignoring the applicant's notification of dissolution of said contract".

Council for Applicant

Tokutaro Kimura
Heihachiro Terasawa
Hideji Kamata.

(C O P Y)

Plea for Revision of Contents of Application.

20 May, 1949

TO: First Civil Affairs Section,
Yokohama District Court.

Applicant: Toshiba Labour Unions Federation
Applied: Tokyo Shibaura Electric Co., Ltd.

In reference to the Case "Yo" No. 53 of 1949 (Your Court's Reference Number), the contents of the application is revised as follows:

Revised Purposes of Application

1. The applied must not dismiss or place on the waiting list (or pending appointments) or transfer any member of the applicant union without the applicant's consent given therefor.

2. The applied must not make any one of the change of organisation including the closing of plant, revision or abolition of the rules for allotting the duties and a great change of any plant facility, without securing an affirmative vote of the majority of the membership of the Company Management Council being organised of the representatives of both parties.

3. The applied must not alter the scale of pay (salary and wage) of the members of the applicant and any other regulations concerning their allowances without decision therefor as passed at the said Management Council.

4. The applied must not punish a member of the applicant's union without getting the decision therefor as passed at the operation council of the office or plant to which the member belongs.

5. The applied must not abolish or reduce the facilities and conditions for welfare of the members of the applicant's union.

6. The applied must neither place any limitation on the approved number of the full-time union officers at the 28th March, 1949 nor stop payment of the salaries or wages of them. And the applied must approve the union activities of union-members during the working hour as before.

The judgment approving the above revised purposes is asked for to be passed.

Council for Applicant:

Morio Aoyagi
Kazuo Okazaki
Ikuo Kakihara
Chukichi Yamanouchi

First Preparatory Pleadings.

20th May, 1949

TO: First Civil Affairs Section,
Yokohama District Court.

Applicant: Toshiba Labour Unions Federation
Applied: Tokyo Shibaura Electric Co., Ltd.

In reference with the Case "Yo" No. 53 of 1949, the applicant hereby states as follows:

No. 1 Reasons for Purposes of Application

(1) Under the prevailing social situation where the number of the unemployed is increasing and the mass discharges are made at short intervals in many places, it is nearly impossible for the discharged person to find a new employment and the economic burden imposed on the members of the applicant's union by the applied's one-sided measures such as the dismissal, pending appointments and transfer of posts is supposed very heavy.

(2) The applied has forced the shut-down of the plants such as the Kamo Works in the Niigata Prefecture and the Kawagishi Works in the Nagano Prefecture since December last, with the consequence that the members of the applicant's unions have been in the greatest misery. Furthermore, the applied is having in contemplation the mass discharge by the enterprise reorganization.

(3) The applied is pressing upon the members of the applicant's unions the vast reduction of wages and intensification of labour under the pretext of the so-called self-sustaining accounting system.

(4) Without consulting the union, the applied has reported to the Labour Standards Inspection Office the working regulations written in its draft labour contract with no modifications and employs it. It is highly probable that, owing to its own convenience, the applied will hereafter punish the union-members too severely. In the Working Regulations reported is included the wage regulation decided upon unilaterally.

(5) The applied is contemplating to sell or reduce the numbers of the hospitals, dormitories and other welfare facilities and is placing a limitation on the use of those facilities. However, under the present social condition, the welfare conditions are now considered part of the allowances and are occupying the major part of living expenses. Therefore, abolition or reduction of such facilities is equal to the reduction of wages.

(6) By reason of the Labour Vice-Minister's Notification issued under date of the 9th March, the applied proposed unilaterally to stop pay the salaries of the full-time union-officers.

Simultaneously, the applied disclosed the intention to limit the number of full-time union-officers and prohibit the union-activities of the union-members.

Generally speaking, the applicant is not against the idea that the wages of union-officers should be borne by the unions as mentioned in his draft labour contract, but, under the present situation where the union-members are very lowly paid, it is nearly impossible to bear such expenses. Such being the case, the applicant proposed the applied to discuss definitely, but the latter has unexpectedly dropped payment by reason of the said Vice-minister's notification issued.

No. 2 "Kikyu" (Pending Appointment) Rule arbitrarily enforced by Applied.

In respect to the "Kikyu" or pending appointment, the draft labour contract illustrates it as follows:

Article 84. The Company, by reason of any one of the following causes, may give the union-member the order for pending appointment with the term deemed appropriate.

(1) In case where, due to the reduction of the market, alteration of the manufacturing facilities, change in description of the products, etc., the business has become dull;

(2) In case where, due to the alteration of the rules for allotting duties, etc., it can not be expected to give him an adequate job;

(3) In case where, by reason of the natural calamity and other inevitable causes, the continuation of engagement is made impossible; and,

(4) In any other case where, due to the necessity of management, it is required to do so.

Article 85. In case the term for pending appointment has expired or the causes therefor have ceased to exist, the Company shall restore him to his former post. Owing to the circumstances of the Company, however, the Company may appoint him to a post other than his former one.

In case the cause for the pending appointment still exists after the elapse of the term set therefor, the Company may prolong the term therefor to the extent fixed by it.

Article 89. The union-member shall be dismissed in the following cases:

(1) - (8) omitted
(9) In case it is required to do so for the inevitable managerial reasons not included among the items above.

When the union-member falls under any one of the foregoing items, the Company may discharge him even before the term for pending appointment or temporary retirement expires.

Article 146. When the Company gives a union-member the order for pending appointment, the following "Pending Appointment Allowances" shall be paid. However, each of them shall not be less than 60 per cent of the average wage in Article 12 of the Labour Standards Law.

1st month of term for pending appointment:
60% of average basic wage per day
2nd " " " " : 70% of same
3rd " onward : 60% of same

The average basic wages is one-seventy-fifth of the total amount of the basic wages for a period of three months preceding the fixed day for closing the wage account just prior to the day on which the order for pending appointment is issued.

Article 147. The pending appointment allowance shall not be paid for holidays which come around during the term for pending appointment and when said term covers full one month, the same allowance shall be multiplied by twenty-five.

The above informations as to the pending appointment are all from the draft labour contract drawn up by the Company and are literally the superficial explanation. But, even such superficial informations uncover the facts that the Company can arbitrarily give the order of pending appointment owing to her managerial circumstance alone; the term may not be fixed; in case of the pending appointment with the term fixed, the Company may prolong its term, the wage may be curtailed and the Company may discharge even before the expiration of the term.

The pending appointment superficially referred to above is, in reality, the cruel dismissal as likened to the killing by inches. The good example is the order of pending appointment given to the union-members of the Niigata District Unions.

(The persons given the order of pending appointment are now members of the Niigata Labour Union participating in this Federation)

First pending appointment : No term fixed at first
(The term was fixed at three months as this Federation approached to do so)

1 Sept. to End of Nov. : Male 27 Female 22 Total 49

Second Pending Appointment: 3 months
(Beginning of Dec. to End of Feb.)

Male: 17 Female: 10 Total: 29
(20 employees retired)

Third Pending Appointment: (From Beginning of March to ----
-------)

Male: 0 Female : 2 Total: 2

(15 employees retired and 14 ones were dismissed by disciplinary punishment. Fourteen men discharged formed the Niigata Labour Union belonging to this Federation and are now struggling against the Company).

As pointed out above, the order for pending appointment is not dropped before all the employees listed in the order leave the company.

The allowance is gradually reduced and to make the matter worse, such allowances will be deducted from the retirement allowance. In such a manner, they are thrown out of employment.

Some employees protesting against the pending appointment proposed to negotiate with the company but they were refused, so they forcibly entered the plant, defying the guards. They were dismissed by displinary punishment under the Working Regulation and on charge of violation of the Business Order respectively brought into existence after said incident. Accordingly, such disciplinary dismissal is a part of the pending appointment system.

Council for Applicant:

Morio Aoyagi
Kazuo Okazaki
Ikuo Kakizaki
Chukichi Yamanouchi.

Confidential C.I. 1-0F

TOKYO SHIBAURA ELECTRIC CO.

June 9, 1949.

INFORMATION

Re: Leadership Taken by Communist Party in Summer Labor Offensive.

(Date: June 1st, 1949)

The summer labor offensive planned by the Trade Union Department of the Communist Party was decided at the consultation held at the headquarters of Japan Electric Power Industry W.U., Marunouchi, on June 26.

It was forwarded to the Politoburesu of the Communist Party on the same day, and the contents of the movement has been confirmed today. The outline of the movement is as follows:

(1) Nichiden and Oki in which struggle has been started are to be the bases for summer offensive.

(2) Expand the "Give-us-job Movement" by degrees and connect it with the struggle in Nichiden, Oki and Toshiba and further with the joint struggle with Japan Electric Power Industry, Government Railway, and All Japan Coal Industry.

(3) "Liaison Commission for Summer Joint Struggle" combining Government Railway, Japan Electric Power Industry, General Federation of Private Railway, All Japan Coal Industry, Liaison Council of the National and Local Government W. U. and National Federation of Metal Industry W. U. is to be established.

(4) All Japan Congress of Industrial Labor Unions, League of Koreans Residing in Japan and Cultural Federation have been ordered to support Nichiden,Oki and Toshiba.

(5) The Summer Offensive is to be started in Nichiden and Oki, and then sporadic and general attacks by those which are under Summer Joint Struggle Commission are to be made. It is to be ended in Toshiba which is the last defence position.

(6) Always introduce "Give-us-job movement" into struggle and re-inforce the organization of "Give-us-job movement."

(7) The headquarters of Japan Electric Power Industry W. U. shall be the place for contacting for "Summer Joint Struggle Commission."

Yokohama / 013

TOKYO SHIBAURA ELECTRIC CO.

June 9, 1949.

INFORMATION

All Japan Congress of Industrial Labor Union's
Secretary Gave Instructions to Oppose the
Public Peace Ordinance.

J. C. I. L. U.'s secretary gave instructions on June 1st to each Industrial Union and local organizations the under-mentioned Instruction No.78 in regard to "the Struggle in Opposition to the Public Peace Ordinance."

(1) It is requested to rapidly carry out the thorough education and propagandizement both within and without the management concerning the subject matter.

(2) Every union and organizations of all classes are requested to plan and carry out all kinds of meetings, including conferences of regional representatives of plants and shop meetings. (Discussion should be made in concert with concrete demands from each shop.)

(3) It is requested to develop protest movement against all authoritative organs (the Metropoliten Police Office, the Prosecution Boards, Governor of Metropolis, Metropolitan Council, Public Peace Committee and Police Stations) and push recall movement in Metropolitan Council.

(4) Join all Trade Unions, branches and regional councils of labor unions in the joint struggle in opposition to the Public Peace Ordinance through the above-mentioned activities.

TOKYO SHIBAURA ELECTRIC CO.

June 9, 1949.

INFORMATION

The Communist Party Gave Instructions to Call One-Day Strike on June 11.

On June 6, the Communist Party gave instructions to all Trade Unions concerned to call a one-day strike all at the same time on June 11th in concert with the joint funeral service to be held at the Hibiya Music Hall for the late Kinji Hashimoto, who died in the movement in opposition to the Public Peace Ordinance.

Yokohama 八号

TOKYO SHIBAURA ELECTRIC CO.

June 13, 1949.

RE: A NOTE OF ADVICE GIVEN TO PLANT MANAGER
OF OSAKA WORKS OF TOSHIBA CO. BY
TOSHIBA CONCILIATION COMMITTEE OF OSAKA
LOCAL RELATIONS COMMITTEE.
Labor

On May 16, 1949 the Toshiba Conciliation Committee of Osaka Local Labor Relations Committee gave the following note of advice to Plant Manager Murasugi quite unexpectedly.

"We give an advice in regard to the dispute in the Labor Contract between the Osaka Works of Toshiba Co. and the Trade Union of said Works. It is requested that a proper measure be taken in order not to cause any dispute in accordance with the purport of the Labor Contract until the dedicion for provisional injunction is given by the Yokohama District Court."

On May 6, before this advice was given, the Union submitted an application for conciliation. On May 11, the conciliation committee was formed. And then, on May 16, without hearing any previous explanation from the Company, said committee issued the above mentioned note of advice.

So, the Company submitted two petitions to said committee on May 18 and 23 to the following effect in the name of the Plant Manager.

1. We did not receive any official notification of the conciliation from your honoured committee before you issued the note of advice.

2. This case is inseparable from the dispute in the Labor Contract between the Head Office and the Federation of Toshiba Unions, which is on trial at the Yokohama District Court.

3. It is therefore improper that this case should be taken up separately by Local Labor Relations Committee. Instead, it should be handled uniformly by the decision of the Yokohama District Court.

4. The so-called "Endless clause" stipulated in Article 21 the abrogation of which the Company proposed to the Union solely depends upon whether or not the Labor Contract itself is valid.

5. It is impossible to come to a conclusion in this case unless the decision is given on the trial at the Yokohama District Court.

6. In regard to this, every member of the Conciliation Committee admitted that it was impossible for your honoured Committee to take up this problem.

7. This is a problem which is related not only with the Osaka Works, but also with all other plants of our Company which are scattered all over Japan.

8. It is far beyond our comprehension that the Company will inflict actual damage on the Union as the latter insists that the former does.

9. Your esteemed note of advice says, "in accordance with the purport of the Labor Contract." But the Labor Contract referred to in your advice means, we understand, the Labor Contract which has been pending in court, and there is no other way for us to think that your honoured committee presupposes that the Contract is still valid, although every member of your honoured committee admitted that it was impossible for you to touch the validity of said Contract.

10. The Company has not a shadow of intention to cause unreasonable dispute, but it is absolutely impossible for us to understand an

advice which gives an impression as if the Endless clause were valid.

We believe we had better add that in issuing the note of advice the Osaka Local Labor Relations Committee did not contact the Central Labor Relations Committee at all, though this case is a nation-wide problem, and that in regard to the election of the members of the Conciliation Committee two of the three members, including the neutral, seems to have been contacted by the Union beforehand.

TOKYO SHIBAURA ELEC. CO.

June 12, 1949

LIST

OF

126 COMMUNIST FRACTIONS
AT HORIKAWACHO PLANT

Staff: 36 men - 6 women = 42
Worker: 65 men - 21 women = 86

Staff:
Plant Manager's Room:
Yukio Miki
General affairs Section:
Tetsu Tobita
Kazuo Suzuki
Shigemi Wakatsuki
Labor Section:
Takashi Kure
Yôichi Kasahara
Accounting Section:
Shunjiro Watanabe
Tetsuro Nakamura
Kotoko Kobayashi
Kunio Momota
Kameichi Shimoyama
Jutaro Harada
Etsuko Arai
Seizaburo Takahashi
Yutaka Onami (or Ominami)
Shizue Suda
Production Control Section:
Hatsugi Kimura
Equipment Sect.:
Yunosuke Tada
Technical Sect.:
Eiichi Akiba
Saburo Matsuo
Akimitsu Wada
Minoru Yamamoto
Osako Kunai
Ken-ichi Makino
Michio Watanabe
Katsumi Saito
Takeshi Takahashi
Shin-ichi Hasegawa
Seiichi Tanaka

Susumu Shoji
Shin-ichi Hata
Makoto Ida

Manufacturing Sect.:
Jiro Suzuki
Kenji Shindo
Masaya Murakami
Daizo Haga
Makoto Yoshii
Toshio Ishiiki
Kenji Suzuki
Haruo Shikibe
Toshio Shimizu
Yone Hosoi

Worker:

General Affairs Sect.
Yoshiko Shiono

Production Control Sect.:
Haruo Yamada
Kamao Nishikawa

Equipment Sect.:
Ryukichi Anzai

Technical Sect.:
Kiyoharu Tamaoki
Shin Nishina
Toshisaku Funakoshi
Riko Inagaki
Teruko Yoshida
Akiyoshi Washira
Tadao Hirayama
Tsuneo Akiyama
Masaichi Kato
Yonehei Taniguchi

Manufacturing Section:
Yaeko Mochida
Tamiso Kitsuda
Tokuichi~~ro~~ Takada
Yoshi Ikeda
Tori Saito
Minoru Yamaguchi
Sakuzo Masuda
Aiko Ogawa
Yoko Kosugi
Kyoko Takei
Neiko Kuwabara
Momoyo Iwatsubo
Gosaburo Kawahara
Fumiko Tachibana
Yasuo Yamaguchi
Sadao Hatano
Hiroshi Toda
Yoshiaki Kawamura
Toshiko Hayakawa
Hiroshi Sasaki
Kazuko Niwa
Toshio Okada
Yuriko Saotome

Katsumi Hashizume
Katsuya Takahashi
Kimiko Shimizu
Shizuko Mano
Minako Hara
Takeo Moronuki
Tokuo Sato
Akizo Yamamoto
Mitsuo Saito
Wasaburo Kasukawa
Yasuzo Kimura
Shizuko Suzuki
Mato Komatsu
Hisao Sagawa
Koji Hirose
Yasu Ishii
Yasutaro Suzuki
Yoshihiro Niigaki
Yasuzo Okazaki
Saburo Hatano
Ichiro Ono
Masao Akimoto
Umeo Kasai
Shinkichi Ishizeki
Ichiro Shimizu
Hikozo Fukase
Masaharu Ogawa
Shoichi Tamaoki
Shin-ichi Koizumi
Hiroshi Kojima
Saburo Oka
Kiyotaro Sasaki
Naokichi Asaka
Toshiko Kuwabara
Haruo Mori
Kinzo Ishiwata
Rinzo Kaji
Sadasuke Takasaka
Yashio Takahashi
Hisaji Hirabayashi
Umekichi Hasegawa
Yoshio Kimura
Shojiro Sano
Hirohiko Kato
Yataka Watanabe
Kyohei Suzuki
Jusaku Tada
Kan-ichi Tajima
Toshio Kawada

(C O P Y)

Business Bureau of Toshiba
Labour Unions Federation

List of Officials of Federation of Toshiba Labour Unions
List of Members of Central Executive Committee.

(Re-elected 13th February, 1949)

Post	Name	Age	Birthday	Residence	Union he belongs to	Function assigned by Co.	Remarks
Chairman of Central Executive Committee	Tadanobu Ishikawa	38	3 Aut. 1912	146, Yoyogi, Sanya, Shibuya-ku Tokyo.	Head Office	Division Chief of Merchandise Section	Chief of Culture Measure Section
Vice-chairman of Same	Rinki Yamashita	33	8 Jan. 1917	457, Minami-Kase, Kawasaki	Horikawa-cho.	Employee	Chief of Enterprise Readjustment Measure Section
"	Tetsujiro Kubo	30	14 Jan. 1920	c/o Yamaruka, 85, 2-chome Shimouma, Setagaya-ku, Tokyo	Matsuda Laboratory	Assistant Research Worker	Chief of Liaison Section
Central-Executive Committee-	Zenichiro Kitamura	34	10 Feb. 1916	1288, Omiyacho, Kawasaki	Horikawa-cho	Employee	Chief of Propaganda Section
"	Sadatoshi Ogawa	36	30 Feb. 1914	47, 4-chome, Oshimacho, Kawasaki	Yanagicho	Worker	
"	Shin-ichiro N[illegible]ta	32	30 July 1918	c/o Nkahara Dormitory of Toshiba Laboratory, 262, [illegible]-chome, Kosug[illegible] Kawasaki.	"	Employee	Chief of Legistlations Section
"	Hiroshi Kuribayashi	27	11 July 1922	c/o Toiso Lodging House, 244, Komukai, Kawasaki	Komukai	"	Chief of Living Measure Section
"	Kin[illegible] Ito	33	25 Feb. [illegible]	[illegible]347, Na[illegible]chi,	Tsurumi	Worker	Chief of Living Measure Section

of Same	Yamashita	35	1917				Measure Section
"	Tetsujiro Kubo	30	14 Jan. 1920	c/o Yamaruka, 85, 2-chome Shimouma, Setagaya-ku, Tokyo	Matsuda Laboratory	Assistant Research Worker	Chief of Liaison Section
Central-Executive Committee-	Zenichiro Kitamura	34	10 Feb. 1916	1288, Omiyacho, Kawasaki	Horikawa-cho	Employee	Chief of Propaganda Section
"	Sadatoshi Ogawa	36	30 Feb. 1914	47, 4-chome, Oshimacho, Kawasaki	Yanagicho	Worker	
"	Shin-ichiro N[illegible]ta	32	30 July 1918	c/o Ekahara Dormitory of Toshiba Laboratory, 262, [illegible]-chome, Kasug[illegible] Kawasaki.	"	Employee	Chief of Legistlations Section
"	Hiroshi Kuribayashi	27	11 July 1922	c/o Tokiso Lodging House, 244, Komukai, Kawasaki	Komukai	"	Chief of Living Measure Section
"	Kin[illegible] Ito	33	25 Feb. 1917	[illegible]947, Nam[illegible]gi[illegible]chi, Tsurumi-ku, Yokohama	Tsurumi	Worker	Chief of Living Measure Section
"	Akira Nisho	31	2 Jan. 1919	1006, Shimo Sueyoshicho, Tsurumi-ku, Yokohama	"	"	Chief of Accounting Section
"	Toshiaki Honda	37	19 June 1917	249, Fuchumachi, Kita-tamagun, Tokyo.	Fuchu	Employee	Chief of Organization Section
"	Cho Tanaka	33	30 March 1921	Toshiba Company House, Ason Ozumachi, Ibogun, Hyogo-ken	Aboshi	Acting Division-Chief.	
"	Shigeru Kamata	27	21 March 1923	Tezu, Bashigo-mura, Miegun, Mieken	Mie	Employee	
"	Haruo Himeta	24	18 Feb. 1926	175, Ikaruga-Hatsushibacho, Ibogun, Hyogo-ken	Yobe	"	
"	Tokio Tomita	31	2 Feb. 1919	c/o Shinkoryo Dormitory, 6-chome, Futasekimatsucho, Kuzuka, Moji	Moji	"	
"	Kazutsune Wada	28	10 Oct. 1922	432, 4-chome, Gamomachi, Joto-ku, Osaka	Osaka	"	
Chairman of National Committee	Tatsuo Matsu-shima	32	26 Apr. 1918	19, Shimonamiki, Kawasaki-shi	Horikawacho	Worker	
Vice-Chairman of	Katsumi Aita	32	30 July 1918	30, 4-chome, Kotobashi,	Yanagicho	Employee	

	[illegible]	[illegible]	[illegible]	[illegible] -chome, [illegible] Kawasaki.			Section
"	Hiroshi Kuribayashi	27	11 July 1922	c/o Tokiso Lodging House, 244, [illegible], Kawasaki	Komukai	"	Chief of Living Measure Section
"	Kinza Ito	33	25 Feb. 1917	947, Namamugi[illegible]chi, Tsurumi-ku, Yokohama	Tsurumi	Worker	Chief of Living Measure Section
"	Akira Nisho	31	2 Jan. 1919	1006, Shimo Suoyoshicho, Tsurumi-ku, Yokohama	"	"	Chief of Accounting Section
"	Toshiaki Honda	37	19 June 1917	249, Fuchumachi, Kita-tamagun, Tokyo.	Fuchu	Employee	Chief of Organization Section
"	Cho Tanaka	33	30 March 1921	Toshiba Company House, Ason Ozumachi, Ibogun, Hyogo-ken	Aboshi	Acting Division-Chief.	
"	Shigeru Kamata	27	21 March 1923	Tezu, Bashigo-mura, Miegun, Mieken	Mie	Employee	
"	Haruo Himeta	24	18 Feb. 1926	175, Ikaruga-Hatsushibacho, Ibogun, Hyogo-ken	Yobe	"	
"	Tokio Tomita	31	2 Feb. 1919	c/o Shinkoryo Dormitory, 6-chome, Futasekimatsucho, Kuzuka, Moji	Moji	"	
"	Kazutsune Wada	28	10 Oct. 1922	432, 4-chome, Gamomachi, Joto-ku, Osaka	Osaka	"	
Chairman of National Committee	Tatsuo Matsu-shima	32	26 Apr. 1918	19, Shimonamiki, Kawasaki-shi	Horikawacho	Worker	
Vice-Chairman of same	Katsumi Aita	32	30 July 1918	30, 4-chome, Kotobashi,	Yanagicho	Employee	
"	Toshio Negishi	39	15 Jan. 1911	88, Shinkenshimachi, Adachi-ku, Tokyo	Adachie	Worker	
Accountant	Etsuo Chubachi	32	1 Apr. 1918	4371, Futatsuyacho Adachiku, Tokyo	Head Office	Employee	
"	Makoto Ida	36	28 May 1914	37, Koyasudai, Kanagawaku, Yokohama	Horikawacho	"	

Notification from Management & Union concerning rationalization program

13

TOKYO SHIBAURA ELECTRIC CO., LTD.

July 16, 1949

Honrotatsu 24
Hatsu No. 205.

To: Mr. Tadanobu Ishikawa, Chairman,
Executive Committee of
Toshiba Federation.

From: Tsunesuke Takahashi,
Executive Director,
Tokyo Shibaura Electric Co.

July 14, '49

NOTIFICATION

In order to carry out its rationalization program smoothly and without delay for its reconstruction, the Company demanded your cooperation by repeating explanations 7 times regarding said program from July 5 to July 13. We, however, notify you for caution's sake that the Company, as was announced at the conference with the Federation on July 13, will enforce the personnel readjustment plan in accordance with the above program as is specified in the Company's policy. Farther, the Company is scheduled to explain the contents of the program to be carried out on respective plants & offices to respective Local Labor Unions concerned.

14

TOKYO SHIBAURA ELECTRIC CO.

July 16, 1949.

Toshiba-Roren-Hatsu
No.299

TO: Taizo Ishizaka, President
Tokyo Shibaura Elec. Co.

July 15, 1949

FROM: Tadanobu Ishikawa, Chairman
of Central Executive Committee,
Federation of Toshiba Unions.

Notification

This is to notify you that we were given an impression that the Company's notification dated July 14 showed the Federation the rationalization program of the Company's management, that the explanation regarding said program continued for some ten odd hours from July 5 to July 13, but that you made no concrete answer to our questions concerning the above and that the only reason for the discharge is the dwindled market and the depressed business.

To the above the Federation expressed its opinion for a little more than 3 hours, but this, as was told at the meeting on the 13th, is not the whole of the opinions of the Federation.

And yet, we are told that the Company will enforce the above-mentioned personnel readjustment program in accordance with its predetermined policy, but the Federation proposed the opening of the collective bargaining in order to avoid disputes, intending to make some contributions to the reconstruction of the Company by discussing the more detailed and concrete problems.

The Company's policy is, however, to reject the negotiations with the Federation and to enforce the contents of the program in respective plants and offices upon each local union before complete agreement is arrived at through questions and answers.

If, such is your policy, all disputes which may be caused by the above is brought about by the Company for its evading to avoid the disputes, and the Federation is not responsible for it.

Tokyo Shibaura Electric Company

May 16, 1949

Report
on
the Labor Dispute of Kamo Plant.

Re: Unlawfulness of the Union Just Before and When the Dispute Began.

In order to find a way out of the critical " deficit " management, the Company found that there was no other alternative than to enforce " Separate accounting system " at respective plants, and since Sept. 10, 1948 the Company proposed again and again to the Federation of Toshiba Unions to discuss this matter at the management council in accordance with the Labor Contract, and kept on requesting it to holdx consultations for one month and a half, but the Federation did not seem to show any sincerity to comply with this request. The Company, therefore, proposed on Nov. 2, 1948 that the Federation should clarify its attitude towards cooperating in the separate accounting system not later than Nov. 6.

However, in spite of the repeated explanations of the Company at the management council on Nov.6, the Federation obstinately requested the withdrawal of the above proposal dated Nov. 2 and at last the negotiations were xx brought to a close.

But as it was absolutely impossible for the Company to postpone the enforcement of this program, the Company decided to discuss the matter at the Operation Council respecting the Contract between the respective plants and the local unions. So at Kamo Plant on Nov. 16 and 17 the Company proposed to the Union to hold an operation council, but the Union refused it on the ground that the matter was being discussed at the management counxcil at the head office.

Further, on Nov. 18 the Company requested the Union to answer in writing to the opening of the operation council not later than Nov. 20, and even this inquiry was sent back to the management. The management then explained to the Division Chiefs, Shop Chiefs and Chiefs of Groups for the purpose of making the separate accounting system understood by all personnel one way or another, and then at respective divisions the Chiefs explained to all the personnel, but it was interrupted, while everywhere in the compounds of the Plants they put up bills protesting against " pending appointment, raising of those who desire retirement and the transfer of placement. " On Nov. 6, the management council was brought to a close at Tokyo, and Toshiaki Honda (Communist) and Kazutsune Sakata (Communist) came to Kamo to directly lead the Union and would not let the Union accede to the Company's proposal of all discussions, against the Company's business order.

Particularly on Nov. 24, at the Production Reconstruction Conference the Company presented detailed data. In spite of that, the Union still rejected the Company's proposal, and in subsequent collective bargainings which continued every day after that the Union brought forward the backpayment of wages and others, that is, the so-called " gravel problems, " keeping on rejecting the discussion of the separate accounting system by intrigue. This is clearly a dispute action against the Labor Contract.

An Article in the Nippon Times dated May 25th.

BEHIND THE TOSHIBA STRIKE

Communists Seen Scheming to Scuttle Economic

Stabilization Program

By HOWARD HANDLEMAN

INS Far Eastern Bureau Manager

A major Communist effort to scuttle the American economic stabilization program in Japan is foreshadowed in the strike of 28,000 Tokyo Shibaura Electric Company workers, Occupation officials believe.

The issue in the sporadic strikes which began last November is whether the company has the right to enforce mass layoffs without approval of the union.

The union holds veto power over layoffs under a contract which now is being considered by the prefectural court in Yokohama at the insistence of the company, which claims the contract is null and void.

The stabilization program planned for Japan by Minister Joseph M. Dodge calls for drastic layoffs of workers from bloated industrial payrolls. This "rationali-

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The stabilization program planned for Japan by Minister Joseph M. Dodge calls for drastic layoffs of workers from bloated industrial payrolls. This "rationalization" is planned to permit the government to get out from under the tremendous load of industrial subsidies that it has been giving to private industry in Japan.

Gen. Douglas MacArthur's Industrial Division estimates Tokyo Shibaura, or "Toshiba," has 12,000 excess workers. The company says it has 7,000 too many for its 44 plants.

The union, which Labor Division says follows the Communist line, is fighting any layoffs and claims that layoffs are illegal under the contract which gives it the veto power.

Yokohama Judge Makino, who has thrice delayed decision on the company appeal, has been swamped with letters and telegrams from unionists throughout the country.

Other unionists are interested because a great many of their unios also have contracts which give the workers or their leaders the right to prevent layoffs.

Labor Division officials charged that the Communists are waging a major battle to rally support for the Toshiba strikers because, as one said.

"If the court upholds the legality of the Toshiba contract, then scores of other similar contracts will be legal and the unions will be able to prevent layoffs.

"Those unions that have Communist leaders will never agree to layoffs, of course, that would contribute to the eventual 'capitalistic' rehabilitation of Japan."

The court test is not being made directly on the issue of the veto power, but on the issue of the contract's termination date. Like many other contracts written during the early stages of the Occupation, when labor was on the offensive, the Toshiba contract prpvides that it will remain in force until company and union agree on new terms.

Communists also are making use of the Toshiba strike to further their nationalistic propaganda. One major point in an intercepted Communist Party list of instructions on the strike stressed that Toshiba before the war was partly owned by General Electric.

"The Toshiba problem," declared the intercepted document, "is the manifestation of the treasonous foreign capital inducing policy."

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An important factor in the political attack on the Shigeru Yoshida conservative cabinet by the Communists has been the charge that Mr. Yoshida intends to "sell out" Japan to foreign capital.

TOKYO SHIBAURA ELECTRIC CO.

May 27, 1949.

INFORMATION

The Headquarters of the Communist Party gave an instruction to fractions of organizations related with communications business on April 26, and the situation has undergone the following change after that. By the end of this month they will complete investigations and inquiries, and then the final instruction for struggle is likely to be given.

1. The Headquarters' Attitude on the Instruction.

The Headquarters anticipates that the capitalists (management) will eventually win, so it is not so enthusiastic, and did nothing but to give an instruction.

However, fractions of Toshiba, Nichiden and Oki have been desperately requesting support and instruction from the Headquarters, and since the instruction given on April 26, fractions related with communications business visited the Headquarters every day for contacting and receiving instructions. Being moved by the enthusiasm of those fractions, the Headquarters, though it anticipates their defeat, has finally decided to start the guidance in earnest.

But, judging from the following state of affairs, the Headquarters still seems to be negative in the guidance.

(1) The Trade Unions related with communications business will inevitably be defeated.

(This is the conclusion at the conference of the Polito bureau of the Communist Headquarters)

(2) The induction of foreign capital cannot be prevented.

Accordingly the discharge cannot be prevented, either.

(3) In consequence of the above, the management can close their plants at their own will.

(4) The responsibility for the defeat lies with the Communist fractions.

(5) In consequence, not only the acquisition of members of the Communist Party, but also the development of the Party will be interrupted.

The above judgement was made at the conference of the Polito-bureau, and then,

(1) Struggle against the Democratic Liberal Party.

(2) Opposition to the subordination of communications business resulting from the induction of foreign capital.

The above two big items for struggle were made clear and they have decided to rise for struggle at last.

2. Instructions for Struggle

(1) On April 26, the Headquarters of the Communist Party gave an instruction for the movement to fractions of the Unions of communications business.

They regarded how this instruction was materialized as important and nominated, the following persons to let them guide the investigation of that materialization.

As a whole, none but fractions are engaged in the movement. The nucleus of the struggle must be the Trade Union itself.

The above interim report was made to Chief Secretary Tokuda, the Supreme Leader, on May 15. It seems that the final instruction for struggle will be given at the end of this month.

3. Other Happenings.

(1) Two fractions from Trade Unions of communications business and five nominees from the Headquarters of the Communist Party meet every day to judge the circumstances. The general meeting appears to be held every Sunday at the Headquarters of the Electric Power Industry Workers' Union. Contact with the fractions representing respective Unions is made at the Headquarters of the Communist Party.

(2) It is not yet decided whether struggle will be conducted only by communications business or it will be expanded to other businesses, but the sporadic offensive will be discontinued and the general attack seems to be made.

(3) The Communist Party has not yet confided to the fractions of the Unions of communications business that the chances are against them. In consequence, both are not at one. The general meeting was once adjourned because the representatives of the Communist Party did not attend it.

Kin-nosuke Ishii - Trade Unions of Oki, Iwasaki and Matsushita.

Yojiro Konno - Trade Unions of Toshiba, Nichiden and Fuji.

Toshiichi Hayashi - Nippon-musen, Tokyo-musen and Kawanishi

Kiyota Nogami - Hitachi, Victor and Zentei.

(2) The instruction for struggle will be decided by synthesizing and examining the results of the above investigation.

The above nominees see the fractions of the above Companies every day to investigate the contents, and they are scheduled to hold a conference for the expansion of struggle at the headquarters of the Electric Power Industry Workers' Union about May 25.

(3) Results so far accomplished.

(a) Struggling consciousness in the shops is satisfactory, but a weak point can be found in some shops, particularly in Victor and Kawanishi.

(b) Debates and symposium in shops are negative.

(c) There is no breaking of Mindo-groups and Anti-Communist groups.

(d) There is no joint struggle in cooperation with citizens except at Ogaki Plant, Nichiden. This is quite important.

(e) The opposition to the introduction of foreign capital is not thorough. There can be found a general community of tendency which shows somewhat reservedness.

(f) No movement towards subcontractors has been done.

TOKYO SHIBAURA ELECTRIC CO.

May 22, 1949.

Instructions

Given to

The Communications Business Organizations

By Communist Party

on April 25, 1949.

The headquarters of the Communist Party issued the following instructions to fractions of All Communications Workers' Union, Kanto Power Distribution Company Workers' Union, Toshiba Federation, Japan Wireless Union, Tokyo Wireless, Japan Electric, Fuji Communication Equipment and other Communications Business Organizations.

(1) Object.

(1) Joint struggle, in cooperation with the Defence Corps of all industries.

(2) Joint struggle conducted by both the Government and private enterprises.

(3) Joint struggle conducted by capitalists (Translator's note: Medium and Minor capitalists, not monopolistic capitalists) and workers.

(4) Struggle against Yoshida Cabinet by protesting against the introduction of foreign capital.

(2) Propagandizement and slogans to the General Public for struggle.

The Communications Business which is the nerves of Japan has

been paralysed by the devastation due to the War. On the other hand, Yoshida Reactionary Cabinet is attempting to cut down to a great extent the estimates for the budget in relation with communications business and to protect some reactionary manufacturers by introducing foreign capital. For that purpose the present Cabinet has in mind a large-scale discharge and the self-destruction of manufacturers. We, workers of the communications business, have to rise to struggle in strong objection to it.

(3) Struggling methods summarized.

1) Struggle at Shops.

(a) They should be aware of the object of the struggle clearly, and then rise to struggle in cooperation. They should not struggle blindly. They should rise with perfect comprehension of the object of struggle. The technique at the outset is most important.

(b) Heighten the consciousness to struggle by opening debates and symposium at shops. Demand confirmation for struggle by opening shop meetings, symposium and debates for this purpose. The members of the headquarters of the Communist Party used to attend such meetings, but it had counter-effect. They shall not attend in future. Let them pretend as though they hold the meetings independently at their shops.

(c) Break the Democratic League and Anti-Communist groups, and invite them to join in this struggle.

It seems that the Democratic League and Anti-Communist groups will declare their non-participation without hesitation,

but their participation is quite important. The movement conducted by only the Communist Party and the leaders is insignificant. It is necessary to induce those groups to participate in the struggle by using all kinds of tactics, to say nothing of breaking them.

(d) Joint struggle rather than separate struggle.

Make joint efforts for further expansion.

If the struggling atmosphere is confirmed in a certain shop, then do not miss the opportunity in expanding to another shop for collaboration.

The concrete instruction in regard to this will be given by the Communist Party.

2) General Struggle

(a)Propagandizement of the Real State of Affairs of the Communications Business.

Make plans for joint struggle with the citizens by mathematically and statistically propagandizing to the public the lack of policy and incompetence of the Government as well as the real state of affairs of the Communications Business which has been paralysed, with the All Communications Workers' Union as the centre.

(b) Disclose the favoritism and injustice of the Government Communications Business.

Disclose the conspiracy with the reactionary merchants, sidetracking of material and other unjust deeds of the executive of the Government enterprises by the hands of the All Japan Communications Workers' Union and other unions.

Propagandize and disclose the above injustice by using newspapers on the walls in side and outside the shops.

(c) Disclose the protection of some particular reactionary manufacturers by the introduction of foreign capital.

The Yoshida Cabinet is attempting to protect such reactionary manufacturers as Toshiba, Nichiden and Fuji Communications by the introduction of foreign capital and to cause all other communications manufacturers destroy themselves in order to develop those reactionary manufacturers.

Disclose this fact for propagandizement,

(d) Propagandizement for the self-destruction and big-scale discharge of all other manufacturers and their subcontractors as a result of the protection of some particular manufacturers.

(e) Opposition to the Concentration of production upon Monopolistic Enterprises.

(f) Propagandize emphatically the unemployment of the medium and minor manufacturers and their employees to let them participate in the struggle.

(g) Let the Trade Unions of Communications Business participate in the struggle in cooperation with the Industry Defence Corps in that area.

(g) Movement for setting up a Democratic Counter-measure Committee.

The workers of the Communications Business should not cry only for struggle in opposition, but they should struggle with the desire for the reconstruction of industries in their mind.

For that purpose it is proposed that a democratic counter-measure committee should be set up to let the workers,

the people and engineers participate in the struggle for reconstruction of industries.

(4) Other relevant matters

1. Roughly speaking, the above is the instruction, and the headquarters of the Communist Party is going to hold a meeting for the fractions of the Labor Unions in relation with the Communications business to have a consultation about the concrete method for this movement shortly.

2. The headquarters of the Communist Party has nominated members of both the Labor Union Department and the Scientific Technique Department as committee-men acting as leaders in this struggle.

Yojiro Konnn

Hiroshi Hasegawa

Kinnosuke Ishii

Yashiro Ii

Shun-ichi Hayashi

In addition to the above, two members of the Central Committee of All Japan Communications Workers Union shall participate in this Committee.

3. This movement is scheduled to be related with the Toshiba problem, being repeated as the first sporadic and general attack of the Workers' general attacks to be reopened as soon as May Day is closed.

八軍

Tokyo Shibaura Electric Company

May 31, 1949

Chairman Ishikawa's Speech
at the First Delegates' Meeting.

On may 18, 135 delegates representing the whole Union gathered and ~~gathered~~ spent as long as half a day, from 1 to 6:30 p.m. in exchanging the most fervent and enthusiastic questions and answers that have ever been had since the Union of the Head Office was inaugurated, during which Tadanobu Ishikawa, Chairman of the Central Executive Committee, made the following emphatic speech:

" It is true that the financial and managerial difficulty is real, but it is possible for us human beings to reform society. It is possible for us to increase sales. They say that there is little market, but there is big market. The trade with the Chinese Communists is the very way for the reconstruction of the Japanese economy. Here opens the big road for all Japanese workers to survive. For that purpose, all working populace in Japan should unite together to fight for the establishment of the Popular Government. That is the only way for the solution of unemployment and poverty. "

After the debates, the following decisions were made:

1. To fight resolutely if discharge is announced..... Unanimous.

2. Shop struggle..... Unanimous.

3. Joint struggle..... For--------112.
Against------0
Reserved-----1

4. Fight to the last man..... For--------108.
Against------5
Reserved-----6

Tokyo Shibaura Electric Company

July 5, 1949

Struggle Instructions
Issued by
Central Executive Committee,
Federation of Toshiba Unions,
(Under date of July 1,1949)

We should immediately make a strong defensive alliance with the Government Railway Workers as the center in order to try to eliminate the enemy's reckless violence, and thus bravely develop industry-defending struggles.

All Local Unions, begin to take actions at once in each of your territories!

----------o----------

Guide to Struggles
Against Discharge.
Issued by
Secretariate,
Toshiba Federation.

(1) Measures to be taken before the announcement.
   1. Do not let them carry out discharge.
   2. Do not let them announce in any way whatever.
   3. Expel those who spread a false rumour.
   4. Even after the announcement be made, attend the office and work with the others.
   5. Share the salaries with each other.

(2) Take the confirmation of the shop-chief not to announce the names of the persons to be discharged.

(3) The whole members of a shop shall make the Shop-defence Declaration altogether.

(4) Reinforce the struggle system in each shop. Make a joint struggle between shops. Conclude a defensive agreement with other shops.

(5) Make a list of those who are not cooperative.

(6) Those who attempt to become non-Unionists at this juncture are those who are fully prepared to be discharged themselves after helping the dismissal plan being manipulated by the Company. So, they should be advised in the name of the Union to retire first, setting an example. Other shops shall make a statement that they will not receive such dangerous persons.

Tokyo Shibaura Electric Company

July 5, 1949

Statement Issued by the Democratization League.

The bill containing the statement to the following effect was put up on the bulletin-board of the Horikawacho Plant at the end of June.

Advice to Mr. Ishikawa, Chairman of the Toshiba Federation.

Mr. Ishikawa, clarify your political position, and then the members of the Toshiba Unions will pass a just judgment on the nature of your words.

Manifesto to the members of the Toshiba Unions.

Now is the very time for you to positively join the democratization movement with valour and faith! We must now realize the typical extreme Leftists that are plotting for the recovery of Red Union. The Communist Party is going to enforce the regional and popular struggles at the sacrifice of labourers' profit and system, by agitating the mass with the dream of September Revolution, taking advantage of administrative and industrial readjustment. We will eliminate those who will obstruct the recovery of production by adhering to the destructive struggle in obedience to the instructions from outside organizations, or those corrupt executives who only think of their own profit by making the important positions in the Company their home. We are against the early-solution-delaying tactics or horizontal struggles. They are deceiving the mass by telling them that in September the People's Government will be established, and that the longer the struggle is extended, the more favourable it will be for them. We are against shop control, shop struggles or regional struggles, because they will only destroy the Union's system and cause confusion and sacrifice. Once we are transferred to an uncontrollable shop struggle, it is no longer possible for the Union to save the situation. As a result, only the Communist fractions will be able to control it.

In conclusion, we declare that our policy is utterly opposed to the Federation's struggle policy which is under the direct guidance of the Communist Party.

Secret

No. 72, Horikawa-cho,
Kawasaki-shi, Kanagawa Pref.
July X, 1949

Notification

Mr._____

Dear Sir,

We appreciate your trouble you have taken while you were in the service of our Company, but we regret to inform you that our Company has found it inevitable to discharge some of its personnel as a result of the rationalization of management and that we are obliged, though with extreme reluctance, to request you to retire.

We would like to receive your written resignation not later than July X+5, 1949, treating it as retirement at your own request.

In case you do not tender your resignation by the above date, we beg to inform you as well that we shall dismiss you under date of July X+6, 1949.

Further, we shall pay you the following retirement allowances:

(A) In case you send in your resignation by the specified date,
  (1) The total amount of the retirement bonus and temporary allowances (Temporary allowances as proposed already + an addition of 0.5 month's pay) will be paid in a lump sum.
  (2) The time of payment will be from July X+6 till July X+9.

(B) In case you do not send in your resignation by the specified date,
  (1) Notice allowances (30 days' value of average wages) out of temporary allowances and the retirement bonus will be paid from July X+6, 1949 till July X+9, 1949.
  (2) The balance of the temporary allowances will be equally divided by the number of the months for payment after the second month, and will be paid on ___th each month after August.

The place of payment will be _____.

The Company will make the payment in the way it considers suitable after the above-mentioned period of payment has elapsed.

Yours very truly,

For Taizo Ishizaka, President
Tokyo Shibaura Electric Company

(4) Secret

Tokyo Shibaura Electric Company

July 5, 1949

Chart Showing the Personnel to be Discharged from the Remaining Plants and Offices.

	(A)	(B)	(%)	(C)	(D)	(E)
Names of Plants & Offices	No. of Actual Workers as at the end of April, 1949	Personnel to be Discharged	Disposal Percentage	Remaining Persons	Persons to be Transferred from Plants on the Disposal Program	(C)+(D)
Head Office	1,411	345	24.5	1,066	-	1,066
Business Offices	451	103	22.0	348	-	348
Total	1,862	448	24.1	1,414	-	1,414
Matsuda Research Laboratory	302	99	32.8	203	-	203
Horikawacho	4,728	1,370	28.8	3,358	-	3,358
Yobe	2,120 (352)	660 (52)	31.1 (14.8)	1,460	- (45 are Added Temporary Workers)	1,460
Osaka	307	7	2.3	300	-	300
Kokura	766	116	15.1	650	-	650
Yokosuka	111	4	3.6	107	-	107
Sunamachi	188	25	13.3	163	40	203
Osaka Glass	121	51	42.1	70	-	70
Kofu	80	11	13.8	69	-	69
Yamagicho	2,215	390	17.6	1,825	50	1,875
Fuji	1,535	275	17.9	1,260	-	1,260
Kawaguchi	315	30	9.5	285	-	285
Komukai	1,266	466	36.8	800	-	800
To be Transferred from Other Plants					10	10
Total for Light-duty Equipment Department	14,054	3,504	24.9	10,550	100	10,650
Tsurumi	2,312	229	9.9	2,083	-	2,083
Fuchu	1,208	119	9.8	1,089	-	1,089
Mie	1,950	184	9.4	1,766	-	1,766
Oshikiri	795	95	11.9	700	-	700
Sapporo	26	2	7.7	24	-	24
Total for Heavy-duty Equipment Department	6,291	629	10.0	5,662	-	5,662
Grand Total	22,207	4,581	20.6	17,626	100	17,726

TOKYO SHIBAURA ELECTRIC CO.

July 4, 1949.

STRICTLY CONFIDENTIAL

Re: Kamo Case

Agreement with the 2nd Union.

1. The Company is going to enforce the separate accounting system.

2. The company is going to enforce 'Work Regulations' as prosposed by itself.

3. There will be a slight decrease in the pay to the workers, but the Company will try to make it the same as before by means of incentive bonus, that is, part of the pay will be in proportion to each worker's efficiency.

4. The Company will raise those who may want to retire voluntarily from the 1st and 2nd Unions at the same time by July 9.

5. Retirement allowance for the above will be; Value of 4 months' pay to those who have served for more than one year.
Value of 5.5 months' pay to those who have served for more than 10 years.
In addition to the above, regular retirement allowances will be given.

6. The Company will resume the operation at this Plant with about 120 personnel, including the management staff.

7. At present 173 men and women of the 2nd Union are listed up on the pay-roll; the Company wants to have about 60 out of them apply for the voluntary retirement.

8. The 2nd Union is determined to accept the above decrease of personnel.

9. During June 29, 30 and July 1st, the whole members of the 2nd Union shall enter the Plant, and after that about 60 of them shall remain for making the inventory, adjustment and preparations for reopening of the Plant. The rest shall be on leave and will be provided with an allowance of 60% of regular pay.

Appendices

1. The electric current has been shut off, and the Company is planning to submit an application to the Ministry of Trade and Industry, for the authorization of receiving the current — 150 - 200 KW, in a few days.

2. In regard to the reopening of the operation, we should remind you of the existence of the outstanding account of ¥ 6,000,000.-, which contains business funds (including funds for material, coal, electricity and water, but not pays or retirement allowances)

   It will be absolutely impossible for the Company to resume the operation if it fails to finance at least ¥ 3,000,000.- by the beginning of July.

3. A conference will be held by those who are concerned at the Head Office on July 4, with the production program for July, August and September.

4. If ¥ 3,000,000.- is not available because of the tightened finance, the reconstruction will be hopeless for the time being.

5. If this amount is available, it is possible to begin production in the middle of July. Otherwise, the members of the 2nd Union will have to be suspended from work, which is unfavourable to the Democratization League.

LIST OF PLANTS

OF

TOKYO SHIBAURA ELECTRIC CO.

July 5. 1949

1. Plants and Laboratory to be retained:

Plant	Address	No. of Employee
Sapporo Plant	341, Aza-Kotoji, Kotoji-cho Sapporo-shi.	
Kawaguchi "	5000-2, Ryoke-machi, Kawaguchi-shi, Saitama-ken.	
Sunamachi "	479, 3-chome, Kitasunamachi, Jeto-ku, Tokyo.	
Fuchu "	10000, Fuchu-machi, Kitatama-gun, Tokyo.	
Horikawacho "	72, Horikawa-cho, Kawasaki-shi, Kanagawa-ken.	
Yanagicho "	1200, Yanagicho, Kawasaki-shi, Kanagawa-ken.	
Komukai "	567, Aza-Nakaharakoji, Komukai, Kawasaki-shi, Kanagawa-ken.	
Matsuda Laboratory	72, Horikawa-cho, Kawasaki-shi, Kanagawa-ken.	
Tsurumi Plant	Suehiro-cho, Tsurumi-ku, Yokohama, Kanagawa-ken.	
Yokosuka "	201, Funakoshi, Yokosuka-shi, Kanagawa-ken.	
Fuji "	336, Tadehara, Fuji-machi, Fuji-gun, Shizuoka-ken.	
Kofu "	350, Tokeji-machi, Kofu-shi, Yamagata-ken.	
Oshikiri "	21, 4-chome, Yoshiwara-cho, Nishi-ku, Nagoya-shi, Aichi-ken.	
Mie "	2121, Oaza-Nawae, Asahimura, Mie-gun, Mie-ken.	
Osaka "	6, Higashi 2-come, Daini-Higashi, Oyodo-ku, Osaka-shi.	
Yobe "	50, Kami-Yobe, Yobe-ku, Himeji-shi, Hyogo-ken.	
Kokura "	1404, Nakatsue, Itabitsu, Kokura-shi, Fukuoka-ken.	

2. Plants and Laboratory to be disposed of:

Plant		Address	No. of Employee
Asahikawa	Plant	1975,22-cheme, Minami-Yojo, Asahikawa-shi,Hokkaido.	
Same	"	1,Aza-Showacho,Minato-cho, Hachinohe-shi,Aomori-ken.	
Akita	"	Aza-Miyatachinai,Murayama, Akita-shi,Akita-ken.	
Nagai	"	1560,Oaza-Miya,Nagai-machi, Nishi,Okitama-gun, Yamagata-ken/	
Matsukawa	"	9,Tennobara,Matsukawa-machi, Shinobu-gun,Fukushima-ken.	
Kamo	"	823-1,Oaza-Kamijo,Kamo-machi, Minami-Kambara-gun,Niigata-ken.	
Niitsu	"	6020,Aza-Taya,Niitsu-amchi, Naka-Kambara-kun,Niigata-ken.	
Nuttari	"	10,3-chome, Hinodecho, Niigata-shi, Niigata-ken.	
GOsen	"	Aza Katsuhoda, Oaza-Gosen, Gosen-Machi,Naka-Kambara-gun,Niigata-ken.	
Bio-physical & Chemical Laboratory		300,Odanaka, Kawasaki-shi,Kanagawa-Kami- ken.	
Kawagishi	Plant	1960,Kawagishi-mura,Suwa-gun, Nagano-ken.	
Maebashi	"	17,Yokoyama-cho,Maebashi-shi, Gumma-ken.	
Gumma	"	85,Honcho,Isezaki-shi,GUmma-ken.	
Mobara	"	661,Mobara-machi, Chosei-gun, Chiba-ken.	
Adachi	"	2310,Numatakawabata-cho,Adachi-ku, Tokyo.	
Ebara	"	335,6-cheme, Futabacho,Ebara-ku, Tokyo.	
Odasakaecho	"	1,2-cheme, Odasakae-cho,Kawasaki-shi,Kanagawa-ken.	
Tsukageshi	"	50,Tsukageshi-Fukurokoji,Kawasaki-shi,Kanagawa-ken.	
Shonan	"	7,Aza,Tobe,Dai,Ofuna-machi, Kamakura-gun,Kanagawa-ken.	
Ohito	"	570,Ohito-machi,Tagata-gun, Shizuoka-ken/	
Oigawa	"	5383-5,Aza-Funagatsubo,Kawahiri, Yoshidamura,Haibara-gun,Shizuoka-ken.	
Washizu	"	614,Washizumachi,Hamana-gun, Shizuoka-ken/	
Kariya	"	5,Aza-Yamayashiki,Oaza-Kariya, Kariya-machi, Hekikai-gun,Aichi-ken.	
Tondabayshi	"	360,Tondabayashi,Minami-Kawachi-gun, Osaka-shi.	
Kobe	"	113,Aza-Sannotsubo,Kitabatake,Meteyama-[illegible],mura,Muko-gun,Hyogo-ken.	

Plant		Address	No of Employee
Abeshi	Plant	1030, Hamada, Abeshi-ku, Himeji-shi, Hyogo-ken.	
Meji	"	2782-1, Osato, Meji-shi, Fukuoka-ken.	
Imabari	"	458-1, Oaza-Kurashiki, Imabari-shi, Ehime-ken.	

STATEMENT

June, 1949.

To all the employees of Tokyo Shibaura Electric Co.,

I, Taizo Ishizaka, participated in the management of Tokyo Shibaura Electric Co. as director in December last, and unexpectedly in April this year, I was elected President to shoulder all the responsibilities for the management of the company.

Since the participation in management, I have been circumstantially making investigation of the business achievements of the company, and in view of the prevailing situation of the company and the possible economic transition of the times to come, I am now led to conclude that this company having so many glorious pages of history is now confronted with the most serious difficulties such as you, employees, are fully aware. I do not hesitate to say on this occasion that, if any proper measure for steady rehabilitation of the company is not taken at the present moment, it will certainly lead the company into the path of collapse and ruin.

In the meantime, I suppose that, not only the collapse of the company will result in the ruin of you, employees of this company, but also it will be an absolutely intolerable matter in the light of the mission of the company in the industrial field of this country. At this crucial moment, we are quite convinced that now is the very time to execute, even at some sacrifices, a reasonable readjustment plan in the interests of the company and many employees thereof and also, in the service of the industrial field of this country, and, that any other measure will never contribute towards the future development of the company and the promotion of the welfare of its employees. After the assumption of office, I have really had several opportunities to talk informally with the officials of the Union in this matter and I remember that we were not substantially divided in opinion on the questions of the appreciation of the existing condition of the company and of the necessity of rehabilitation thereof.

Naturally I imagine that you are well acquainted with the course the company has followed since the conclusion of war but I, reflecting well upon the latest situation of the company, emphasize here that the business performance is far worse than ever on either side of finance and sales, especially on the necessary fund. And it goes without saying that if the proposed plan of rationalization and retrenchment is carried out one day later, it will precipitate the ruin to that extent.

With such firm confidence as above, my humble self is intending to execute, at this moment, the plan of reorganization and reconstruction of the company on its own responsibility, and to place the company in a position of perfect security as quickly as possible.

On the other side, the object of reorganization and reconstruction can never be attained without much difficulties and in case whereof, the further cooperation of you, all employees, is in imperative need. The proposed purpose of readjustment would not be accomplished by the personnel retrenchment alone. More essential is to straighten the morale of the men which have been anyway slackened after the termination of hostilities, not to mention the reconstruction of the manufacturing, supplying or administrative organization and thorough rationalization of every plan. As to any one who is incapable of discharging his duties or is lacking in the supervising ability, he should be instantly purged or weeded out.

You, employees! Remember that, if we want to leap higher, we must first bend ourselves. Immediately after the assumption of office, I was laid under the necessity of making and executing such reconstruction plan. As a matter of course, in any other case, it would probably be beyond intolerance for me to carry out any reconstruction at some sacrifices and with all that, taking a wider view of things, I have come to firmly believe that in the present case, the above plan would be the only measure for reconstruction open to us now.

The situation being exactly as mentioned above, I want to conclude this statement by saying that I am fervently hoping you to have full cognizance of the existing situation and to cooperate with me in an effort to reconstruct the company.

Signed : Taizo Ishizaka
President
Tokyo Shibaura Electric Co., Ltd.

ON THE COMPANY REHABILITATION PLAN

TOKYO SHIBAURA ELECTRIC CO., LTD.

JUNE 1949

On the Company Rehabilitation Plan

In spite of all the measures taken by the Company with ever determined conviction to tide over the unprecedented difficulties it has met with since termination of war, and in spite of all the endurance of you, its employees, under the hard circumstances for making a living, its financial condition have, it is regrettable, grown worse, genenally speaking, and, since the beginning of this year, have become so bad due to the drastic change in the economic world, the Company has been obliged even to defer the payment of wages and salaries, which are the foundation upon which the living of yourselves and your families depends. Under these circumstances, in order to have the Company extricate itself from this critical situation and assurue the living of majority of its employees, it has decided, quite unwillng yet not to mislead its destiny indulging in an easy-going policy, to draw up a plan of dismissal of some of its employees.

Accordingly, the Company requests all of you, employees, to recognize present condition of the Company and understand what it means.

1. Summary of the business and financial conditions since the termination of war.

As the Company was fortunately engaged mainly in manufacture of electric machines and apparatus, its original business, during the war, it was not obliged to carry out drastic conversion of line of business, though it was necessary to conduct so-called re-conversion to civil industry. Therefore, when the peace was regained, the Company did not lose time to close a part of war-damaged plants and dispersion plants on one hand, and on the other to install the necessary facilities for the new-typed products in spite of the many unfavorable conditions. Thus, the Company was positively devoting itself to the rehabilitation of production, when it was included in the list of "Rrestricted Concerns" in March 1946, designated as a "Special Accounting Company" in August 1946, and in February 1948 was designated as a company under the Elimination of Excessive Concentrations of Economic Power Law, and, in consequence, the execution of the plans drawn up by the Company was put under some restraint.

Under these restrictions set upon it, the Company exerted its utmost to cope with the difficulties such as insufficient supply of materials necessary for production, stagnation of

traffic and communication, and conspicuous shortage of fuel and electric power, and you, employees, were in perfect cooperation with the Company for the production rehabilitation, though constantly worried by the exorbitant rise in prices, excessive shortage of food supply, scarcity of houses and incovenient traffic. Yet, the business results did not turn favorable, for the Company, as it is one of the leading companys, could not easily arrange itself to meet the change in requirements, and besides, it was badly handicapped because it was obliged to manufacture and sell the products only at the "official price" in the midst of the surge of inflation.

On this account, from the apprehension of the curtailment of the Company scale, the "October strike" was gone on, calling for the assurance of the lowest living. Sincerely desiring for the rehabilitation of production, the Company led it to an amicable settlement by complying with almost all the requests of the Labor Union, though its financial conditions were by no means favorable.

Then, the Company, with the additional fund of an enormous amount of two hundred million yen borrowed of the Reconversion Finance Bank, put in practice the plan of tiding over the unfavorable business conditions by means of increased production together with you, employees, by forming the Production Rehabilitation Council. In consequence, the financial condition was a little improved so that both ends met in May and June 1947, when the first revision of prices was enforced, by which less than two months' gap was brought about between the rise of material prices and that of product prices. Partly due to this reason, and partly due to other difficulties which then occurred, both ends ceased to meet.

Since then, both the production and sale continued lowpitched on account of difficulty in acquiring necessary funds, but, at the end of October, 1947, the Campany could again borrow the fund amounting to one hundred and eighty million yen of the Reconversion Finance Bank to cover the shortage of its own funds caused by the price revision, and moreover, the credit collection movement conducted at the end of the year was succeeded with your hearty cooperation. As the result, the Company could arrange itself for increase of production.

At that time, the Company, in order to improve its management, carried out the thorough readjustment of manufacturing items and simplification of organization of every plant, and besides, consulted with the Labor Union over the plan to adopt the selfsupporting accounting system at every plant so that every employee might work hard by recognizing the financial state of the plant to which he belongs, but failed to obtain the Union's cooperation in this respect.

Meanwhile, the Company tried to save the expenses as much as possible by the thorough reorgnization of the head office and the transposition of personnel in and among the plants.

The year of 1947 ended while the Company was in such state, and up to that time, the Company, though its financial condition was unfavorable, raised the wages several times in order to assure the living of you, employees, complying with the requests of the Union.

In January 1948, expecting that the proceeds would amount to the paying sum of three hundred million yen, the Company applied the banks for the accomodation of the necessary funds to attain the above mark, amounting to three hundred million yen from January to March and five hundred million yen from April to June, totaling eight hundred million yen, and as the result of its efforts for realization of borrowing, it obtained the fund of one hundred million yen in February and of the same amount in March. On the other hand, the three Federations of Labor Union which submitted at the end of the previous year the request concerning the execution of new wage form applicable in and from April, and had since continued the bargaining with the Company, entered into action of dispute with every tactics from the middle of March to the middle of April, on the ground that the Company did not comply with their requests on account of its financial stringency and as a counter measure against it. The result of this dispute was that the Company could only borrow fifty million yen as the temporary fund for April at the beginning of May, and the balance of the applied credit was cut off because of the decrease of sales amount and the alarming opposition between the Comany and Federation.

It was at the middle of August when the wage issue was about to be settled by the conciliation of the Central Labor Relations Board, that the Company again applied for the credit of six hundred million yen to cover the shortage of circulating fund for September and October, on condition of the enforcement of the self-supporting accounting system and the reconstruction plan in which the sales amount would amount to five hundred and twenty million yen per month by March, 1949. In compliance with this application, the the first credit was given to the Company as late as at the end of October.

In the meanwhile, the second price revision took place in the middle of June, which caused, as before, the stringency of the Company finance due to the time gap experienced in raising price. Though the Company took every possible measure, such as special sales campaign and collection of sales credit, disposal of idle properties and other in July and August, and you cooperated with the Company to produce effects of these measures, the want of funds become the worst in September and October, and in September, even the deferred payment of wages could not be helped.

At such juncture, the Company could fortunately borrow the balance of the credit of six hundred million yen, above mentioned, in November and December. The Company, being obliged to carry out the self-supporting accounting system at all hazards entered, with sincerity, into bargaining with you on this matter, but, as you well remember, it was not realized without much obstruction and delay. Accordingly, the Company had to enforce the system by the renovated manner of fund distribution as the first step, and in March this year, to carry on the temporary paymemt of wages and allowances on the new wage basis in conformity with the self-supporting accounting system.

However, the credit of six hundred million yen did not prove effective as expected due to the time gap of the price revision and the considerable delay from the time projected at first of complete execution of the self-supporting account system, and, to make the matter worse, the shortage of funds has grown more severe due to the sudden change that took place in the economic world since the beginning of this year, and on this account, the financial state of the Company has become so worse that the recent delay of

payment of wages and allowance and the exhaustion of business funds were brought forth.

2. Present financial state.

Above is the outline of the processes of management from the end of war up to the present. The followings are the important figures which will show the financial state for the past twelve months.

	First business term of 1948 (from April 1948 to September 1948)	Second business term of 1948 (from October 1948 to March 1949)
	Unit ¥ 1,000	Unit ¥ 1,000
Sales amount	1,562,650	2,373,960
Bills collected	1,565,350	2,088,230
Personnel exp.	785,670	1,329,150
Material exp.	656,800	1,163,860
Loss for the term	138,430	94,310

	At the end of September 1948	At the end of March 1949
Total of losses	528,530	622,840
Balance of account payable	924,190	1,441,440
Balance of Borrowings	819,000	1,407,130

As is shown in the above table, though the bill collection was favorable as compared with the sales amount in the first business term, it fell short of ¥ 285,000,000 as compared with the sales amount in the second term. The personnel expenses, which was fifty per cent. in the first term, amounted to as high as sixty-four per cent. in the second term. The total of losses increased by ¥ 94,310,000 at the end of March, 1949, over that at the end of September, 1948, the average monthly deficit being ¥ 15,700,000. The balance of account payable, which means the unpayment for the purchased materials, etc., also increased by ¥ 517,250,000 or in other words, the account payable was increased by ¥ 86,000,000 every month. The balance of borrowings, increasing about ¥ 1,000,000,000

monthly, increased by ¥ 588,130,000, and besides, there were the notes received as the business income and discounted, which amounted to about ¥ 620,000,000.

Therefore, the real balance of loans, above two items being put together, reaches to as an enormous amount as ¥ 2,027,000,000 and odds at the end of March 1949, so that the Company is not permitted to negotiate any more loans.

Under these circumstances, it is natural that the payment of the due wages is apt to be deferred, that even the supply of materials and fuels that are indispensable for production becomes more and more insufficient on account of that the unpayment for them has reached to its maximum and the funds which may be appropriated for them are very scarce. The extreme reduction of travelling and advertizing expenses disturbs the sales activity. In short, the Company is now standing at the stage of reduced reproduction.

3. Anticipation of Management

As mentioned above, the Company being annoyed with the accumulation of great amounts of deficits, debts and accrued expenses, and, finding more and more difficulties in its financing owing to the recent unsatisfactory collection of ths sales accounts receivable, is placed in such a situation as being unable to avoid collapsing even under the above circumstances. At the end of last year, the so-called Three Enterprise Principles were suggested followed by the Nine-Point Economic Stabilization Program, and, in April this year, the Statement of Minister Dodge was issued to the effect that the balancing of the national finance should be strictly observed, resulting in the Government Budget retrenched to the limit. Furthermore, the single exchange rate was established towards the end of April, and all these factors are making the industrial and economic circles of the nation stand at the acutest stage indeed. The Company, in its utmost adversity, has had to face such abrupt and severe changes of outside events, and is now put in the most serious situation.

That is to say, a bit of loan can never be expected for the deficit enterprises, and, therefore, the Company's management cannot be carried on in the future without holding an appropriate amount of its own fund. Even if the company might try to increase

its income by raising the sales amounts, the home market will remain very dull for some time to come, and, regarding the export trade also, the prompt development thereof will presumably have to meet a great many blocks. Thus, it would be really difficult for the Company to attain the object.

Just on this occasion, the Company received on the 17th of June the Final Order of Reorganization from the Holding Company Liquidation Commission demanding that twenty-eight (28) offices or plants of ours should be disposed of, and, in consequence, the Company is obliged to carry on its management hereafter with the undisposed offices or plants consisting mainly of sixteen (16) works.

4. Plan for Rehabilitation

The present situation of the Company as well as the outside trends of things being as mentioned already, it will be impossible for the Company to continue the deficit management in the future on such a scale as existed heretofore, and, in case the necessary arrangement for the independent management should not be promptly made at the present moment, the Company would necessarily fall to ruins, and, as a consequence, all of you employees would have to lose the basis for livelihood entirely.

The Company, once intending to realize the rationalized administration of its huge organization, divided its production and sales activity fields into the two large departments of light duty electric machines and heavy duty ones, and established the Head Office organization as another department to control the both of them. Since last autumn the self-supporting accounting system has been adopted in each of the plants belonging to the aforesaid two departments respectively, and every effort has been made to get more accurate informations concerning the results of management of the Company organization to its minute sections, and also to make arrangements for the independent operation of each plant with some margins of profit respectively.

Then, with such arrangements as above having been set on foot in March this year, the Company ventured, at the beginning of April, to replace its managerial staffs, and is now going to simplify its organization to the utmost, make the personnel composition as appropriate as possible, and thereby promote the powerful administration with

excellent component members for the realization of the most active management.

The Company, together with you, has been endeavouring for these four years to rehabilitate itself with every possible means, and now desires to have you frankly recognize that hereafter the elimination of deficits should be firstly aimed at as a matter of course, and, further, the increased production alone as the past will be of little help to the Company in the future.

That is to say, it will be extremely difficult for the Company, from the financial point of view, to maintain the production as high as heretofore, and also, from the view-point of markets, to secure the same sales amount as the past. Furthermore, it will be absolutely demanded to double the production per head of employees, and, necessarily, the result will be that there comes out a considerable number of surplus personnels.

Regarding the readjustment of the twenty-eight offices or plants of which disposal has been ordered, the Company is making plans for the greater part of them to be continuously operated and developed, and, meanwhile, it has been decided, as the first step, to execute the personnel readjustment of the undisposed offices or plants.

As a matter of course, the number of persons to be dismissed is limited to the minimum with the intention of guaranteeing the livelihood of as many employees as possible, on the personnel readjustmant plan which follows:

Total personnels (as at the end of April 1949)	Persons to be dismissed	Percentage of dismissal	Persons to remain
22,207	4,581	20.6%	17,626

On the execution of the personnel readjustment as above, the Company desires to do it as smoothly and swiftly as possible, and so intends to converse fully with the Labor Union. The Company should of course hold such persons as deemed indispensable to the future management, and has now established the basis, as mentioned below, for the above personnel readjustment, which will be followed in selecting persons strictly for the execution of the plan:

Basis for Personnel Readjustment:

Person who has poor ability.
Person who neglects his duties.
Person who disturbs order in the company.
Person who does not co-operate with the company in its business.
Person who does not attend regularly.
Person who is absent frequently owing to his default.
Person who is absent for a long period owing to his illness.
Person whose transposition is difficult.
Person who has lost suitable works by reason of the contracted operation.

Regarding the persons who will be requested to retire unavoidably this time, the Company has decided to treat them with as much considerations as possible, paying the extra grants, as detailed below, in addition to the retirement allowance according to the provisions:

Retirement remuneration to be paid this time:

1. Retirement allowance:

   Payment for the retirement in the case of its cause being the Company's circumstances, as prescribed in the present provisions.

2. Extra grant :

Service period	Payment
Continuous service for less than one year.	Three and a half months' amount of the basic monthly wage.
Same for more than one year and less than three years.	Four months' amount of same.
Same for more than three years and less than ten years.	Four and a half months' amount of same.
Same for more than ten years and less than twenty years.	Five months' amount of same.
Same for more than twenty years.	Five and a half months' amount of same.

The above includes the allowance payable in case of the advance notice of dismissal being not given as prescribed by Article 20 of the Labor Standard Law.

By the basic monthly wage is meant average monthly amount of the total of principal pay, attendance allowance, livelihood allowance, supporting allowance, regional

allowance and incentive allowance for the past three months (April, May and June).

(Of the above amounts, the retirement allowance will be paid at the time of retirement together with "the allowance for dismissal without advance notice" out of the extra grant, while the remainder will be paid by instalments successively from the following month.)

In addition, the Company intends, regarding the persons to be retired this time, to make every possible effort to give them conveniences in their finding new jobs and also desires, when it may employ employees in the future, to give preference to the persons who have once been in the service of the Company.

Now, the Company firmly believes that, when the personnel readjustment as above will have been completed, it will become possible to secure the sales amount of at least 350 million yen or more monthly by operating the undisposed offices or plants consisting mainly of sixteen (16) works, and thereby to make the company's business turn for the better, which will lead to the improvement of working conditions of you employees.

The Company expects to take various measures so as to attain these objects : putting the right man in the right place, and making the organization most appropriate by reformed administration of personnel affairs; pursuing researches and technical studies, and trying to produce up-to-minute designs and improved qualities; lessening the shrinkage and thereby striving to lower the costs to the limit; mobilizing the nation-wide sales system to extend the markets as a matter of course; and, furthermore, referring to the export business, making more elaborate plans for the develpment thereof.

However, there may be anticipated in the way of the rehabilitation of the Company much more difficulties than ever existed, and, in this connection, you employees are repuested to work more strenuously together with the Company.

The above statement, we consider, serves you to recognize thoroughly that there can be no method other than mentioned already in order to rescue our Toyko Shibaura Electric Co., Ltd. from the jeopardy at this moment, tiding over the unexampled crisis where the national industry and economy are placed at present, and also helps you to understand what the Company really means. And, here again, the fullest co-operation of you employees is requested.

TOKYO SHIBAURA ELECTRIC CO.

May 11, 1949.

REPORT

ON

THE LABOR DISPUTE OF THE KAMO PLANT

Re: Explanation to Some Criticisms Passed on the Company's Attitude towards the Union of the Kamo Plant.

Quite recently we have been told of some criticisms (such as "the Plant Manager ran away from the Plant and others") passed on the Company's attitude towards the Union of the Kamo Plant, and we would like to explain the reason why such attitude had to be taken and by doing so, we believe we shall be able to expedite the solution of the problem.

1. The reason why the management was compelled to leave the Plant.

(a) In the collective bargaining on the 4th and 5th of Dec. 1948, the Union would not let any of the management take any food at all, either lunch or supper, and forced the negotiation upon the management by intimidation, using the force of number - five or six hundred members of the Union. President Kato of the Union rebuked the Management for issuing the order for pending appointment and talked bombastically at the collective bargaining that he would kill Plant Manager Yamaguchi & himself by stabbing each other simultaneously.

On Dec. 4, at 3:55 p.m. Kisaku Hamada of the Management was slapped on the forehead by a Union member at the Union's Office.

(b) It was to meet the Union's demand that Plant Manager Yamaguchi was staying at Tokyo at that time, that is, he went to Tokyo to receive the back payment of wages from the head office, and came back to Kamo on the 5th, but did not appear at the Plant, because he was told by Mr. Yamamori, Chief of the General Affairs Section, that the Union was then so excited that he had better not enter the Plant. And on 9, 11 and 13 he had the collective bargaining. During the collective bargaining the management was exposed to the collective intimidation by the hands of several hundred Union members who heaped abuses upon men of the Management. The management requested the recess, being tired out with the negotiation, but was rejected. During more than 20-hour collective bargaining, the Union only tried to compel the management to withdraw the order for pending appointment unconditionally. Even when they were outside the Plant, all men of the management were watched, even at night when they stayed at home. As soon as they went to the Plant, the Union demanded collective bargaining. Every day the management spent in an atmosphere where they might be attacked at any moment.

2. The reason why distinct things could not be said at the collective bargaining.

The system of Toshiba is so made that the general principles of management are decided by the directors staying in Tokyo and the labor problems are resolved between the head office at Tokyo and the Federation of the Unions.

This decision made in Tokyo binds the Managers of all the Local Plants of the Company, who are utterly unable to step that decision. Therefore, if a local union demands beyond that decision, the Manager of the Plant can not make any decision at all for himself. If he dares to do so, it will be unfair to other plants. To do other plants justice, the Manager of one Toshiba plant can do nothing of his own initiative beyond that limit.

Besides, Toshiba has 45 plants all over Japan. This is why the President or other directors in charge of labor can not go to a respective local plant for negotiations.

Tokyo Shibaura Electric Company

May 15, 1949

Report
on
the Labor Dispute of Kamo Plant.

Re: Pending Appointment.
(Japanese Equivalent: Kikyu)

" Ki " means " to go home " and kyu " kyu " means " to rest." The order for pending appointment is issued for a worker to go home and wait until further notice. He may be called back to the Plant after a certain length of time or he may not be called back. But this is different from discharge.

Some of Toshiba's Plants are comparatively more efficiently operated and are capable of adopting " separate accounting system," but some others are not because of the surplus personnel.

The latter inevitably necessitates the reduction of the surplus personnel.

As the measures for reducing the surplus personnel, the Company

(1) raised those who want to retire,

(2) raised those who want the transfer of placement, and

(3) issued the order for pending appointment.

The last measure (3) is to be taken in case even after (1) and (2) are put into practice there is still surplus personnel.

This pending appointment is a unilateral act on the part of the Company, refusing its employees to be engaged in their work at the Plant for a certain period of time in a special case, and ordering them to await orders at their homes until they are notified of their return.

In special circumstances when the management of a company aggravates

to such a degree as it is on the verge of ruin, that is, when it stands at the cross-roads of life or death, the Company is authorized, based on the right of management, to take measures for self-defence by discharging its employees or altering their working conditions for worse in order to find a way out of this crisis and survive. And if the employees want to stay at the Plant, they are obliged to submit to these measures taken by the Company.

According to the Labor Contract concluded between Toshiba and the Federation of Unions, when they want to alter the working condition of the employees, they are bound to present it for discussion at the Management Council consisting of committee-men representing both the Company and the Union, and this alteration is only possible when they arrive at an agreement.

However, this is a contract which has a binding force in a normal condition, and so in the above-mentioned special circumstances, by " Clausula rebus sic stantibus " the validity of the Contract is lost for a certain period of time. Therefore, the parties concerned with the Contract are not, for that period, bound by the restrictions of that Contract.

The Company is then authorized to issue in such case an order for pending appointment which may result in the unfavourable alteration of the working condition, on account of a unilateral act.

And the refusal of the above on the part of the employees will be the abuse of the right of labor, which is not permissible.

Tokyo Shibaura Electric Company

May 15, 1949

Report
on
the Labour Dispute of Kamo Plant.

Nature of the Dispute.

This dispute is clearly the offensive linked with the August Revolution as is explained below.

In January this year when the Communist Party succeeded in making a remarkable advance in the election for Members of the Lower House, they wanted to proceed to what they call " the August Revolution " by sacrificing the individual life of workers, and destroying the public order, ownership and the right of management, and thus tried to carry their own " ism " and assertion to such a point as to lead the dispute by means of so-called " scorched-earth tactics. "

Hon-ro-soku Hatsu No. 63 April 21, 1949.

Report of Labor Dispute at Kamo Works (VII)

The recent conditions at Kamo works since last reported on April 4 are reported as follows:

Mar. 30 The bailiff, the Company lawyers, the works manager and the non-union members arrived at Kamo Works at 6:30 a.m. accompanying several workers, and carried out the execution immediately. As it was before working hours, there were only a few union-officers who had put up in the plant, but union members gathered there by and by, and at about 11.00 a.m. many members of comrade unions came for assistance from Niigata, Sanjo and Nagaoka, and, together with the unions of each plant at Kamo-machi, aroused their ardour, and they conducted such action as to make the execution impossible by singing "International," forming scrummage.

It was past six p.m. that an agreement was concluded among the bailiff, the company and the union representative, and the execution was carried up.

At the ending of the execution, the following decisions were made by the bailiff in virtue of his authority.

1. From March 31 to four p.m. April 6, the use of the two rooms the first floor of the new building and the dining room is permitted. Nine out of the twenty-three union-officers shall be admitted to enter the two rooms of the first floor in order to make arrangement for removal of the union office. At night, three persons including a cook shall be permitted to put up there for three days from March 31 to April 2. From April 3 to April 6, five persons in day from 6 a.m., and three persons at night shall be permitted to put up.

2. The fifteen persons, who have been admitted to dine there, and two cooks shall be admitted to enter the dining room to dine.
The cooks may use the room from 6 a.m. to 8 p.m.

3. The dining room shall be open
from 7 to 6:30 a.m. for breakfast,
from 11.30 a.m. to 1.00 p.m. for noon-day meal, and
from 4.30 to 6.00 p.m. for evening meal.

4. The telephone shall not be used by either party on March 31.
From April 1, the company shall have the operator work and relay the messages to the Union. However, the messages in night shall not be relayed.

5. The Union office shall be removed by June.

6. The Union may use such persons not exceeding twenty in number in the plant as porters of books and others in order to remove its office after March 31.

7. The Union shall hand the key to the bailiff who will come on April 1.

Apr. 2. Though the bailiff came, the Union did not hand him the promised key on the pretext of losing it. The Union members continued the entrance to the plant under the pretext of the removal of its office.

Apr. 3. From 1.00 p.m. about one hundred union members proceeded in demonstration, forming scrummage, swaying red flags and singing the "revolution song" in chorus.

Apr. 4. The third oral pleading was held at the Niigata Local Court. About 80 union members proceeded in demonstration in the city.

On the other hand, at Kamo Works, about 60 union members gathered and held a general meeting of the Union from 9.30 to 10.30 a.m.

Apr. 5. The oral pleading was held at the Niigata Local Court, succeeding that of the preceding day, the Court being opened at 10.20 a.m., and the vice-chairman of the Federation, Yamashita, made his appearance in the Court as a Union witness.

At Kamo Works, a general meeting of the Union was held from 10.30 a.m. to noon, about 40 members presenting, on the matter of organization of the plant.

The Conciliation Committee for Toshiba Kamo Dispute of the Niigata Local Labor Relations Committee, which had had as earnest desire to make a consultation with the Company, held a consultation meeting with the Company at the Local Labor Relations Committee Office from 5.00 p.m. this day, and exchanged their views.

Apr. 6. The Niigata Local Court made the following decision, by which the Union office and the dining room were excluded from the execution of provisional disposition.
"Said compulsory execution against (a) and (b) of the buildings listed in the annex paper shall be suspended until the hearing is made on the case of objection to against said provisional disposition."

Remarks: "(a) and (b)" means the Union office and the dining room.

On this account, all the union members formed scrummage at the plant's guard room, and, singing the "International and swining red flags, prevented the company's representatives from going in the gate.

Apr. 7. The bailiff came, and fifty union members gathered around him and demanded to remove the rope stretched around the plant compounds. Accordingly it was decided to be removed.

Apr. 8. The oral pleading was fixed to be closed this day, but was postponed to April 27th on account of the illness of Mr. Yamamura, preciding judge of the Niigata Local Court.

On this day, President Kato and other ten union members requested to see the preciding judge Yamamura, and made the oral pleading impossible to be ended this day.

Apr. 9. Chief of General Affairs Section, Yamamori, of Kamo Works reported himself to the Sanjo Labor Standard Juspection Office, and made explanation about the circumstances about some unpaid wages and allowances.

Apr. 12. The Kamo Employees Union, which was formed by the re-orgarcizationists, submitted the Governor of Prefecture application for approval of the Union and the name list of its members under the date of April 11th.

Apr. 13. About 70 union members held a general meeting of the union at Kamo Works from 9.00 a.m. to noon.

(T R A N S L A T I O N)

(C O P Y)

Hon-Ro-Soku 24-61
21st April, 1949

By Labour Section, Head Office,
Tokyo Shibaura Electric Co., Ltd.

INTERIM URGENT REPORT OF SUIT ON LABOUR CONTRACT (No.2)

Interim urgent report of the subject matter is made as follows:

April 14: Received the notice of the 11th April from the Tokyo District Court that the jurisdiction over the application for provisional disposition which the Federation of Toshiba Labour Unions filed with the same Court on the 28th March was decided upon to be transferred to the Yokohama District Court (Attached Sheet No.1)

April 18: From 3 p.m., the first oral pleading as to the application for provisional disposition filed by the Company was opened at the Yokohama District Court and the Presiding Judge handed then to the counsel for the applicant (the company) the copy of the written defence (Attached Sheet No.2) submitted by the applied (the union). At the same time, the counsel for the applicant submitted to the Presiding Judge the documents to certify the qualification of New President Ishizaka, of which the contents have not been inspected.
The Court adjourned after about ten minutes sitting.
The new pleading is to be opened on the 2nd May, beginning at 3 p.m.

(T R A N S L A T I O N)

(C O P Y)

Attached Sheet No.1

DECISION (YO) NO.719 OF 1949

Applicant: Federation of Toshiba Labour Unions
72 Horikawacho, Kawasaki-shi,
Representative: Chairman Tadanobu Ishikawa
Central Executive Committee
Counsel for Applicant (lawyer):

Norio Aoyagi
Tatsuo Okabayashi
Shigeru Ozawa
Shigenori Kamiyama
Rikiosuke Fukuda

Applied: Tokyo Shibaura Electric Co., Ltd.
at same address
Representative: Hirosaku Shinkai,
Representative Director

This Court will pass, by exercise of authority, the following decision on the Application for Provisional Disposition marked the "Yo" No.719 of 1949.

Text

"The jurisdiction over this case is transferred to the Yokohama District Court."

Reasons

As to this application for provisional disposition, the applicant is the federation consisting of forty-two labour unions as are formed of the employees of the offices or plants all over the country which are maintained by the applied, and, this application is aimed at the order for provisional disposition that, as the validity of the Labour Contract between the applicant and applied concluded on the 1st March, 1948, is supposed to still exist, no violation should be made of the Contract. If so, it is so clear the fact that the case falls under the jurisdiction of the court of the district where the principal office is located. Whereas, according to the abstract of the register on which the records required were drawn up, it is the established fact that the principal office is located in Kawasaki City and there is found no special testimony proving that any other office would exist for the general control of the business of the company. In consequence, it is considered justifiable to conclude that said Principal Office in

Kawasaki City has the general control over all the business of the company. In other words, the competent court is the Yokohama District Court, so far as this case is concerned, and therefore, according to the provisions of Article 757, para. 1 and Article 563 of the Civil Procedure Code, this case is deemed to be within the province of said Yokohama Court, not that of this Court. By such reasons, this Court has reached at the decision that, pursuant to the provisions of Article 30, para. 1 of the same Code, this case should be transferred to the Yokohama District Court, as in the Text.

Date: 11th April, 1949.

Signed:

Hiroshi Furuyama, Chief Judge
Shigenori Tajima, Judge
Soichiro Murofushi, Judge

at No.9 Civil Case Section,
Tokyo District Court.

This is to certify that the above is the exemplification.

Date: 11th April, 1949

Signed: Takehiko Ono (sealed)
Clerk of same Court.

(C O P Y)

Toshiba-Boren-Print No.719.

WRITTEN DEFENCE

WRITTEN DEFENCE

TO: Yokohama District Court
No.1 Civil Affairs Section.

18th April, 1949.

Applicant: Tokyo Shibaura Electric Co., Ltd.
Applied: Federation of Toshiba Labour Unions

In regard to the Application for Provisional Disposition marked the "Yo" No.36 of 1949, the Applied states in self-defence as follows:

Defence as to Object of Application

Called for is such Judgment as:

"This Application for Provisional Disposition will be turned down".

"The cost of legal proceedings will be borne by the Applicant."

Defence as to Reasons of Application

(1) The Applied recognizes that, as stated in (1) of the Reasons of Application, the Applicant is a joint stock company aiming at the profit-making. The Applied recognizes that it is the federation of the labour unions being formed of the employees of the offices or plants in all parts of the country which are maintained by the Applicant. However, the number of such unions as of the 30th March 1949, is forty-two, although the Applicant stated that it was forty.

The Applied recognizes that the Applicant and Applied entered into a labour contract under the date of 1st March, 1946 and that, by virtue of Article 22 of the same Contract, the term of validity thereof has repeatedly been renewed till the end of February this year, though it denies others.

Namely, the Labour Contract dated 1st March, 1948 is a new contract different from that of 11th May 1946, though the contents of both are same.

(2) Re: (2) of Reasons of Application:

(a) The Applied denies the assertion of the Applicant saying that the present Labour Contract was hastily drawn up at the chaotic stage, political and economic, of Japan, because the Labour Contract concluded on the 11th May, 1946, had been done so after the most careful deliberation by the both parties thereto extending over about half a year from January to May, 1946.

(b) Although the Applicant asserted that the Contract was defective on many sides, it is naturally so with the Applied, too. Accordingly, the Applied, desirous to conclude a new contract, submitted to the Applicant its draft on the 15th March, 1949.

Despite of the assertion by the Applicant that the Applied should have intentionally misinterpreted the Contract in its actual application, there is found no basis therefor. On the contrary, the Applicant has falsified or misused it very often.

For instance, in defiance of Article 4 of the Contract which prescribes that, in case the Company desires to discharge or transfer the union-member, it is required to get the previous consent by the Union therefor, the Applicant failed to get such consent in each case of: (1) the Applicant gave, in September 1948, the order of "Kikyu" (pending appointment) to forty-six union-members belonging to the Niigata Works and then, on the 21st December 1948, dismissed twenty-four members of them; (2) in the case of the Toshiba Kawagishi Works, the Applicant placed 230 members on the list of "Kikyu" in the middle of December 1948; and (3) on the 3rd January 1948, the Applicant gave the order of "Kikyu" to 192 members of Toshiba Kamo Works. Furthermore, in regard to its one-sided measures as mentioned, the Applicant dared submit the application for provisional disposition, in order, whereby, to disturb the struggle action of the Applied. On the other side, regardless of Article 6 of the Contract which prescribes that, in case the Company intends to alter, revise or abolish the Regulations governing the wages, salaries and other allowances of the union-members, the draft measure therefor is required submitted to the Management Council for deliberation, the Applicant issued the high-handed Notice on the 18th March that, because of that no settlement is attained to as to the pay system, it is intending to pay the wages and salaries according to the new pay regulations drawn up by the Company as a tentative measure before the required settlement is arrived at, and such payment shall begin with those for March, and its attitude to enforce the same regulations is showing up.

(c) Naturally the Applied has no objection to the assertion of the Applicant that the Nine-Point Economic Stabilization Program and Three Wage Principles were suggested by the GHQ and however, the Suggestion is the warning disclosed in the favour of the stabilized and self-supporting economy of Japan. And as a matter of course, each provision of the existing Labour Contract would not be inconsistent with the very Suggestion. On the contrary, it is concluded that the Applicant is intending to unreasonably and outrageously ignore the vested interests of the Applied and place pressure upon it on the pretence of the Suggestion.

(d) The Applied denies to accept the assertion of the Applicant that Final Order under the Decentralization Law almost similar to the Proposed Order should be transmitted around the 10th April.

At the Public Hearing, the Applied stated in detail its strong opposition against the Proposed Order of Reorganization by the MCLC by reason of that it would rather give support to the excessive concentrations of economic power and therefore, it is deemed illegal, with the consequence that it would be reviewed again.

The Proposed Order which is under re-deliberation by each of the MCLC and Fair Trade Commission for the above reasons, gave rise to the discussion at each of the GHQ and High Procurators Office, and, at the Diet, the Cabinet Committee decided, on the 16th April, to take up the same matter. By the way, the same Committee is scheduled for a hearing on the 21st April, by summoning the Applicant, Applied and MCLC.

Or, even if the Final Order were transmitted, the present Labour Contract is considered not to disturb or delay the realization thereof in any respect. On the contrary, it would be satisfactorily realized by the democratic operation of the organs concerned.

(e) Although the Applicant asserted that the Applicant has been prevented from doing an act naturally falling within the purview of its managerial right, due to the interference by the Applied, the Applied has neither placed restraint on the Applicant in contravention of the provisions of the Contract nor has it disturbed the execution of rights permitted to the Applicant.

(f) The Applied admits that the notice was issued by the Applicant under date of 15th February.

The Applied admits that the discussion as to the draft contract by both parties has followed the notice. However, the particulars thereof will be mentioned in another place.

(3) As to No.3 of Reasons for Application:

(a) It is admitted that the Labour Contract would be renewed no more due to the Notice by the Applicant, but the same Contract would remain in force till a new one is entered into, by virtue of the provision of Article 22, para.3 of the Contract.

(b) Although the Applicant maintained that the Applied had shown its insincerity in the courses of the negotiations as to the new labour contract, the reverse is the case.

The Applied has continuously striven for conclusion of a new contract, while, for the part of the Applicant, sometimes the responsible persons failed to attend the meeting for negotiation, or the Applicant has placed the limitation on the hours for

negotiation, with the result that a new contract has not been concluded to dats. Accordingly, the Applicant alone is to blame for such failure to conclude a new contract.

(c) The Applied admits that the Overture of 13th March by the Applicant has been received, but there is found no basis for the assertion of the Applicant that, by its one-sided notice, the Contract might be eliminated.

(4) No. 4 of the Reasons for Application is denied.

(5) No. 5 of the Reasons for Application is denied.

(a) The provision of Article 22 of the Labour Contract as to the renewal of term every month is reasonable and justifiable, as the Article so provided for through the mutual consent by the both parties and it is a play of words to say that no chance to revise has been caught of. It is not admitted that no chance has visited. Furthermore, the statement of the Applicant that no chance has been caught of for four years, is not the case or unfounded. The present Contract was entered into on the 1st March, 1948.

(b) Contrary to the assertion by the Applicant, the Applied is not intending to have the present Contract live for ever by refusing the conclusion of a new contract. As pointed out above, the Applicant alone is to blame for non-conclusion.

(6) As to No.6 of the Reasons for Application.

(a) It is not denied that the Applied made amendment to its Constitution on the 27th February, 1949, but by such amendment is not meant the change of the nature of the Applied.

(b) The statement of the Applicant that no confirmation has been made of the actual participation, is false, as no question as to the participation has been received by the Applied. The Applicant has had no information of such matter before the present Application for Order of Provisional Disposition was transmitted. Hereupon, the Applied applied to the Applicant for information about the matter on the 8th April and it was on the 9th April that the Applicant sent to the Applied its first letter of inquiry as to the said participation.

This inquiry was answered by the Applied on the 14th April.

(7) No.7 of the Reasons for Application is denied.

The Applicant is said to file the suit for affirmation or recognition of its managerial right in order to conceive a plan of rehabilitation, but it is not admitted that this suit is related to the present Application for Order of Provisional Disposition. The Applied can't understand what the Applicant means legally by

by the "Affirmation of Managerial Right." Possibly the Applicant should have judged that, if the Managerial Right so called by the Applicant is affirmed, the Applicant should be able to dismiss the employees or close down the plants entirely at its own convenience. This would result in the proscription of the basic personal rights of the labouring people as were permitted by each of the Potsdam Declaration, Constitution of Japan and Trade Union Law.

It goes without saying that, such provisional disposition as would result in the drastic deprivation of the vested interests of the Applied and despotic violation of the contract by the Applicant, is permissible in no respect.

Besides the intention of the Applicant who is wishing to attain the above arbitrary ambition as soon as possible, no pressing situation is in sight. This is an clear and indisputable fact.

Counsel for Applied:

Morio Aoyagi (sealed by proxy)
Kazuo Okazaki (sealed)
Ikuo Nakihara (sealed by proxy)
Chukichi Yamaguchi (sealed)