

争点のオブジェクト

街道から徒歩でしか入れないような、ある意味で理想的。だけど、まわりから隔絶した立地に不穏な空気を憶えた。そして、大家の甲高い作り声と話し方。でも、入居からこんなに短期間でこんなことになるとは、僕には思いもよらなかった。

妻との長い話し合いの末、決まったことというのは、「二人と猫が平穏に暮らせる環境をなるべく早く確保すること」と「そのために掛かる金銭的負担はなるべく小さくすること」、「この二点のために考える策を講じること」だった。そして、妻は「争点日誌」と名付けた手記をしたため始めた。

一 昨年

6月24日 たいら不動産事務所 大家との話し合い。たいら不動産の**菌田氏**も同席。こちらが猫を手放す代わりに紫葉荘敷地内に立ち入らないことを約束してもらう。とりあえず、第一段階の始まり。防御の備えとして「無料法律相談」の予約を取る。

6月26日 紫葉荘(自宅) 9:30から水漏れ工事があり、確認のために大家がくる。新たな苗木を持参し植え始める。2日前に話し合ったことと違い、約束違反だと大家に言う。

6月27日 紫葉荘 24日の取り決めに従い、大家が敷地に立ち入らない代わりに植栽の世話の一切を任せてもらう。わたしたちが雑草を刈る時に大家が所有を主張する植物を刈らないよう、大家と共に植物にマーキングをしながら、**マップ**、及び、**リスト**の作成をする。草花、野菜、大樹を除く全78点、半日以上共同作業。大家は楽しそう。四月の入居後から3ヶ月弱でここまで植えたかと、改めて驚く。さらに、新たな苗木を持参。「これで最後ですか?」と確認。「最後です」との回答。

7月1日 紫葉荘 9:15から勝手口の修理見積りに大家と大工が来る。大家はスコップを持参し、娑羅の木のメンテナンスを始める。「こんな感じでやっていると、いつまでも終わりませんよね?」と軽く抗議する。

7月7日 9:37 大家よりわたしの携帯に電話。「暑いので、新しく植えた植物にマルチングカバーをしてほしい」、「薔薇には、サラブレッド

馬糞堆肥を与えるように」、「その他の植物にもたっぷり水を与えるように」と指示される。

7月11日 17:30頃 大家よりわたしの携帯に電話。「暑いので、庭木全てに水をやってくれ」と頼まれる。

7月12日 K市市役所内、無料法律相談 14:00きっかりにドアが開き、三畳ほどの部屋に通される。初めての法律相談。**弁護士**は、にこやかで快活な男性、年齢は自分と同じくらい。「無料法律相談」で話を聞いてくれる弁護士は、どうせしみったれた感じなのだろうと想像していたが、予想外。不謹慎にも「もてそう」なんて思った。制限時間は30分。簡潔に話すように努める。「問題になった猫を既に手放しているので、現在は問題が是正された状態であり、解決済みであり、この状態で賃貸借契約を大家から一方的に解除できる状況には無い」という回答を得た。名前を聞き忘れたことを後悔する。

7月13日 紫葉荘 11:40頃、二階のベランダで洗濯物を干している時に敷地の端より庭を眺める大家を発見し、ぞっとする。

7月14日 紫葉荘 8:00から大家との話し合い。**菌田氏**同席。約束をしていた「猫を手放すこと」と「猫に因る家屋へのダメージが無いこと」の確認のため、家の中を隈無く見回り、完了。お互いの債務、希望を改めて確認。「猫を家に入れないこと」と「大家は紫葉荘敷地内に入らない(もちろん庭仕事を一切しないこと)」を約束する。これまでの干渉に対する抗議をきつくしたところ、とても立腹の様子。

しばらくは平穏な時間が過ぎた。このまま大家に干渉されること無く、ここに暮らし続けることができれば、それはそれで良いのかもしれないと思った。妻の目の不調は、眼科に数回通っても血液検査をしても原因不明。妻は、「ストレスによる自律神経失調症」だと思っているようだ。妻の口から「死ねばいいのに」という呟きが聞こえたような気がした。

9月21日 大家より「賃貸借契約解除の申出願い」という見出しの内容証明書付き郵便が届く。「やはりきたか」という感想。たいら不動産の**藺田氏**に報告。「まだ手はある」との答え。大家への返事の手紙「突然の申し出に驚いたこと、体調のお見舞い、契約解除の意向には添えない」旨を伝える。

9月25日 **無料法律相談** 15:00、今回は「K市無料法律相談の同一案件で、2回以上の相談はできない」という規定から、わたしのことを伏せ、夫が**弁護士**と接見。少し残念。

10月1日 簡易裁判所より「調停期日呼出状」が届く。事件名「建物明渡請求調停事件」。事の重大さが分からず、ただ緊張が走る。大家直筆の「契約解除の理由」は、支離滅裂で一方的。**藺田氏**に連絡をすると「退職した」ことを告げられる。紫葉荘の件で大家が再三に渡り、たいら不動産にクレームをつけていたことを聞いていたので、心が痛む。父の会社の**顧問弁護士**に接見を申し込む。

10月10日 **南角法律事務所** 13:30から**十島菊子弁護士**と接見。知的な女性。今回は「無料」ではないので、時間制限はない。大家直筆の「契約解除の理由」に目を通してもらう。十島弁護士は開口一番「なんですか、これ」。主な論点は庭に掘った**穴と猫**。十島弁護士の見解では、「庭に掘った**穴**に野菜くずを埋めることは、今日誰しもが行っている環境配慮からなされていることのため、賃借人の

債務不履行には当たらない」、また、「**猫**は、大家の求めに応じ、既に手放されているので論外」。あとは、調停時にこちらから用意すべき答弁書の作成方法を教わる。

11月5日 **簡易裁判所、一階調停室** 10:00、仕事を休んで出頭。六畳ほどの「和解室」と書かれた部屋に通される。**調停員**は、男女2名。**男性**は細身で顔色が悪く、女性の印象は非常に薄い。大家も同席。申立人である大家と相手方のわたしたちが代わる代わる部屋に呼ばれ話を聞かれる。わたしたちの番になり、答弁書を提示するも、余り日を通す様子がない。調停員の乱暴な態度に不安になる。早々に契約解除の条件を尋ねられる。「今後4ヶ月分の家賃の免除、引越費用、敷金の返環」を求める。それに対し、調停員は庭の**穴**の件を挙げ「2ヶ月分の家賃の免除、引越費用5万円、敷金の返済」に値切ろうとしてきたので、「大家の再三の来訪によるストレス」の証拠に入居後のふた月の間に大家が植えた**植栽**のリストと**マップ**を提示した。結果「今後3ヶ月分の家賃の免除、引越費用、敷金の返済」を契約解除の条件として和解に応じた。正直、たかが**穴**が議題に上がったのは想定外。逆にこれ以外の事柄でこちらを突くことができなかったのか。本件の調停員は非常に威圧的。和解の内容自体は想定内に収まる。

12月19日 裁判所より「調停調書」が届く。争いの終結を確信し、ほっとする。

和解がほぼ希望通りに落ち着き、引越し準備の資金のめどもついたことで二人とも一安心した。ひとつ気になるのは、調停時に大家が「新しい入居者に家を見せたい」と言っていたことだ。断固として断ったが、あの大家のことだから強行するかもしれないと一抹の不安がよぎった。この頃「死ねばいいのに」は、すっかり妻の口癖になっていた。

僕は、妻の物件探しの悪癖を思い出して、「前回のようにバタバタと新居を決めるのは止めよう」と念押しした。

昨年

3月28日(**紫葉荘退去の3日前**) 大家より速達が届く。便箋12枚にも及ぶ手紙の見出しは「紫葉荘 裁判による三月末日退去に当り」。支離滅裂な悪態が綴られている。辛うじて読み取れた要点は「敷金は返さない。不服があるならば裁判を起こせ」。とりあえず、無視しようと思う。

3月31日 **紫葉荘** 午前中、わたしが植えたコデマリを2株、ローズマリー、ヒメウツギの移植準備をする。**穴**を埋め戻す。午後、退去立ち会い。大家、たいら不動産木下氏、大家と新たに契約した不動産屋、大家の友人が同席し、家屋のダメージがないことを確認する。敷金の話をしても大家は渋っている様子で返す返さないをはっきりとは言わない。

僕は退去に向けて、このひと月のほぼ毎日を掃除と修繕に費やした。もちろん荷造りの合間を縫って。なぜだか妻は、修繕作業はそっちのけで自分の荷造りと掃除を少しして、余りの時間はアルバイトを入れていた。だから僕は本当に頑張っ、掃除、修繕を完璧に近い状態にした。これならば、大家も喜んで敷金を返すかもしれないと、ほんの僅かな期待さえ浮かぶほどの仕上がりだった。妻は「甘い」と言った。

4月26日 たいら不動産を経由し、大家からの手紙。内容は、たいら不動産へのクレームと慰謝料支払い要求。

4月28日 再び、たいら不動産を経由し、大家より手紙。今回は、わ

たしたち宛。ハウスクリーニングなどの見積書同封。手紙の内容は「指の古傷が痛み、**雑草**刈りが大変である。猫のトイレがあった場所にシミがある。これらの除草代金、及び、クリーニング費用により、敷金は返せない」。

猫が戻った。猫を預かってくれていた一家は、この数ヶ月間で情が移ってしまったようで、最後は僕たちに猫を返すのを渋っていた。猫を可愛がってくれたことをありがたく思い、別れ際の寂しそうな表情には申し訳なく感じた。

このままでは、敷金は還ってこないと確信した。妻と事前に計画していた通りに行動をはじめた。

5月1日 調停調書に基づき行動を開始する。内容証明書付きの書簡にて「敷金返還請求通知書」を大家へ送付。「返還期日を7日以内とし、それまでに振込がなされない場合は、法的手段に訴える」旨を明記。

5月12日 簡易裁判所 分かっていたことだが、返還期日を過ぎても敷金が振り込まれてはいない。裁判所の書記官に先の和解締結の「調停調書」を確認してもらい、できる法的措置を尋ねる。「財産の差押が可能」との回答を得る。

5月22日 地方裁判所T支部、民事第四部債権執行係 やはり、地裁ともなると立派なビルディング。弁護士などの専門家ではない人間が自分で「債権差押」の手続きをしにくることを珍しがられ、何度も「誰かにご相談されたのですか」と尋ねられる。手続きは、非常に煩雑。簡易裁判所で持たされた書類に不備があり、後日また来ることになる。

5月26日 大家より「敷金返還に関する証明すべき事実」という見出しの手紙。内容は、いつもよりも簡潔。残置物の処理、雑草刈り、

ハウスクリーニングなどに16万円が必要で、敷金12万5千円を引いて不足する3万5千円の請求。

5月28日 地方裁判所T支部 地裁に再度、書類を提出しに行った際には、仲介不動産屋の鍵の返却証明が必要なことが発覚。T市→K市→M市に移動し、また地裁に戻る。やっと書類が受理された、と思うも更なるミス。法務局に出向き、大家の取引銀行の登記簿を取得したが記載事項に漏れがあり、登記簿取得のし直しを行い、地裁に郵送。

6月11日 ついに地裁より「債権差押命令書」が届く。

6月12日 大家の取引銀行の支店から「陳述書」が届く。「差し押さえられた債権の種類『定期預金』、なお、定期預金満期の来年五月が支払い期日」とある。「来年五月」に驚き、直ぐに確認の電話をする。「『定期預金の利息の保証』まで差し押さえすることはできない」ことが満期まで待たなければならない理由だと知る。いずれにせよ「差押」は有効。

僕らがやったこと、他人の財産を差し押さえていることに少し興奮した。もちろん、大家の反撃も予感していた。

妻がまた目の不調のため、眼科に行った。だけど今回は、別の眼科に行ったお陰で、やっと病名が判明したことに妻は喜んでいた。「中心性漿液性網脈絡膜症」と書いた紙を僕に見せた。「やっぱりストレス性なんだって」と妻は嬉しそうに言った。服薬で治るそうだ。

6月21日 簡易裁判所より「口頭弁論期日呼出状及び答弁書催告状」が届く。訴状には「原状回復請求事件」とあり、被告の欄には、夫とわたしの名前。生まれて初めて「被告」になる。請求内容は、残置物処理(石、物置)、床の傷補修、庭木の撤去、芝生の補修、雑草刈り費用の1/2、ハウスクリーニング費用。請求額を明記していないが、家の鍵を取り替えたことに対するクレーム。すぐに十島弁護士に電話する。

6月30日 南角法律事務所 11:05、「少し、遅れてしまった」と思いながらエレベーターに乗り込むと、後から十島弁護士も乗り込んでくる。雰囲気は和む。コーヒーをいただきながら、「訴状」と「請求内容」を精査する。基本的に「請求額が示されず、クレームだけのものは、議論に値しないので無視して大丈夫」とのこと。

7月16日 「第一回口頭弁論」 簡易裁判所、民事一号法廷 10:00開廷。その日に行われる全ての裁判の出廷者が全員同じ法廷の傍聴人席に座るように促される。大家と席が近くなり寒気を催す。最後に裁判官が入ると全員起立し一礼。順番に呼ばれ被告席に座る。裁判官より原告の大家に対し、和解の意思を尋ねられる。「和解なんてできません」と高く上擦った声。わたしたちに対し

でも同じ質問。「和解ができればしたい」と取りあえず答える。「話が拗れているようだから別室で司法員の方と話して下さい」と裁判官より促される。「和解室」に入る。司法員は、初老の男性。なぜか雰囲気が悪い。先に聞いた大家の話から何かわたしたちに不利な先入観を持たれたかと心配になる。答弁書を提示する。司法員は、「和解の条件として、ハウスクリーニング費用の10万円を支払う意思があるなら、大家を説得し、他の請求を取り下げさせる」という。それを聞いた夫が「そもそもハウスクリーニング費用としては、8万円しか請求されていないのに、それが司法員の個人的考えに基づき値上がりするなんてありえるのか」と問いかけると「では、和解を目的に、いくらなら支払えるのか」と返す。「1万円」と答えると、司法員「それでは無理だね」。法廷に戻り、次回口頭弁論の日程を決める。十島弁護士に接見の予約をする。

7月31日 南角法律事務所 10:30から十島弁護士との接見。第一回口頭弁論の様子を話す。今後の裁判に向け、準備書面の書き方、証人の証言としての陳述書作成方法を教わる。但し、妥協すべき点として「猫がいた事実に基づき、ハウスクリーニング費用の30%から50%の支払いに応じる覚悟をすること」との助言。証人になってもらうため、友人と元たいら不動産の園田さんに連絡する。

8月4日 某ファミリーレストラン 20:25、**藺田さん**到着。印象が以前と変わっている。たいら不動産を退職してから苦勞をしているのかと案じるが聞けない。これまでの状況を説明し、**藺田さん**が迷惑そうな様子を見せないで少し安心する。**陳述書**の草稿に目を通してもらう。様々なアドバイスを貰い、その場で修正する。**藺田さん**のお陰で負けない確信が少し出る。**藺田さん**も少し嬉しそうに見える。

8月6日 **友人**と電話会談。**陳述書**の草稿を読み上げる。彼は、自分に不利益なことが起こらないのか、を心配している。当然の反応。父より電話。大家が「慰謝料請求」の書面を父に送りつけたらしい。**十島弁護士**が抗議書面を送るなどの対応を検討している模様。

8月8日 大家より裁判所経由で「原告の請求の変更」の通達、及び「慰謝料の請求」という書面が送られてくる。文面は父に送ったものと同じ。22:00、**藺田さん**と**藺田さん**自宅の最寄り駅前にて待ち合わせる。車のボンネット上で作成済みの**陳述書**にサイン、印を貰い、手短に別れる。

8月9日 11:30、友人宅にて、作成済み**陳述書**にサインと印を貰う。**友人**は、まだ不安そう。根拠の無いまま「絶対に大丈夫だから」と強く言う。作成した書類「準備書面、証拠説明書、証拠書類乙3号証から10号証(含む**陳述書**2通)」を裁判所へ送る。

8月13日 「第二回口頭弁論」 10:00開廷。被告席に座る。前回とは別の司法員を紹介され、良い兆しを感じる。和解室へ移動後、初めてまともな自己紹介を受ける。**竹橋司法員**、本業は弁護士。「原告、被告の双方からじっくりと話を聞くので、長丁場になる事を覚悟するように」と言われる。それが普通だと思っていたので、反って安堵する。四畳ほどの待合室にて待つ間に書類を何度も読み返し、言うべきことを整理する。長時間待たされると、この一件を俯瞰する別の自分が出てきて「馬鹿馬鹿しい」と呟いてしまう。やっとこちらの番になり和解室に通される。司法員が**準備書面**、**陳述書**に注意深く目を通し、こちらが多少強引にこじつけた論理をあっさりと思破る。「慰謝料請求」に困惑していることを伝えると、このような事件で「『慰謝料請求』が認められることは、ほぼ無い」と言い「大家にもそれを伝えているので、次回公判に何が出てくるか様子を見ましょう」と。**竹橋司法員**は、知性があり信頼できる人だと感じる。

9月23日 裁判所より大家からの書面が送付。「訴え変更の申立

書」という見出しの内容は15ページに渡るわたしたちへの悪口。正直、腹立たしい。

9月24日 「第三回口頭弁論」 10:00開廷。被告席に座り、「慰謝料請求を認めるか」との裁判官からの問いに「理解できず、認められない」と答える。和解室へ移動。**竹橋司法員**は「被告の方から先に話を聴く」という。腹立たしさをなるべく隠し、こちらの困惑の有様を述べる。**竹橋司法員**も「大家が頑なで困った人」という認識があるよう。「被告側は、陳述書を初めとする証拠の提出を行っている。これ以上、主張を続けるならば原告側も何らかの証拠の提出が必要である」と司法員から大家への助言。

10月22日 「第四回口頭弁論」 10:00開廷。2日前に大家から提出されたという書類一式が書記官より手渡される。別の事件の尋問中に書面に目を通す。11ページに及ぶ悪口の主旨は「被告がお嬢さんではない理由」。証拠写真のつむりの**芝生**を写した写真10カット、全てが逆光の光が白く入り込み汚い絵面。一旦、和解室へ移動し、大家から先に話を聞く流れに。いつもよりも早くわたしたちの番になり、和解室へ呼ばれる。**竹橋司法員**より「大家が和解に応じ、敷金の返還にも応じる」という話。今日、提出された書面からするとまだまだ続きそうだったので、肩すかしを食らった気分。「解決金として、こちらからいくら支払うか」という話になり、**床の傷**の修復代を含めて2万円とした。次回公判では、敷金返還金として受け取る現金10万5千円と「債権差押の取下書」の交換をして、和解成立となる見込み。

11月26日 「第五回口頭弁論」 10:00開廷。当日、大家から提出されたという書類が書記官より手渡される。「今回の訴訟に当り」という見出し。内容は「わたしたちのために、控訴は断念すること」、「司法手続きの横暴さに対する苦言」。苦笑以外にこぼしが出来ない。事件名、氏名が呼ばれ、原告、被告席にそれぞれ座る。裁判官の目の前で現金と「債権差押の取下書」の交換を行い、和解成立。法廷を出て、階段の踊場で大家を呼び止めると、なぜか笑顔。真っ黒の瞳。封書の手紙を渡すと大家は「ありがとうございます」と答えた。手紙の内容「わたしたちの未熟さをお許してください」。大家の瞳が大嫌い。

12月8日 簡易裁判所より「口頭弁論調書(和解)」が届く。

紫葉荘と大家に関する全てが終わった。特に喜びの感情は浮かばなかった。妻は、「これで本当に終るのかな」と未だ疑心暗鬼の状態。この二十ヶ月は一体、何だったのか。僕は、「不条理」ということばの意味を初めて実感した気がした。妻は、「控訴されても面白かったかもね」と言った。

本作は、
金沢 21 世紀美術館「われらの時代：ポスト工業化社会の美術」の出品作、インスタレーション《争点のオブジェクト》のための書き下ろしです。

争点のオブジェクト 2015 年 第一版 著者：大久保 あり

The Objects of the dispute, those whereabouts

Shiyo-so was located a short distance from the main road and in some ways ideal. But there was something disquieting about the location, cut off from its surroundings. And the landlord had a shrill voice and an affected way of talking. Even so, I could never have imagined what would happen in such a short time after we moved in.

After a long discussion, my wife and I decided that we should settle down as quickly as possible in an environment where we could live peacefully with our cat with a minimal financial outlay. Eventually, my wife began to keep a journal that she called "Points of Dispute."

The Year Before Last

June 24, Taira Real Estate Office. Discussion with landlord. **Mr. Sonoda of Taira Real Estate present.** In return for giving up *our cat*, we asked the landlord to promise not to enter the yard of Shiyo-so. Thus began the first stage of our troubles. In order to defend ourselves if necessary, we made an appointment for free legal consultation.

June 26, Shiyo-so (our house). A plumber came to fix a water leak at 9:30 A.M. and the landlord came to check on it. She began planting new seedlings. We told her that she was breaking the promise she had made two days ago.

June 27, Shiyo-so. In return for the landlord keeping the agreement of June 24 and not entering the yard, we said we would take care of the plants. We worked with the landlord to mark the plants that she claimed to own and made *a map* and *list* of them so that we could avoid cutting any of them when cutting weeds. There was a total of 78 plants (excluding flowers, vegetables, and trees) and this joint project took more than half a day. The landlord seemed to be enjoying herself. Less than three months had passed since our arrival in April, so we were amazed at how much she had planted in that time. When she brought in more seedlings, I asked her if this were the last bunch. She said it was.

July 1, Shiyo-so. At 9:15 A.M., the landlord and a carpenter came in through the back door to make an estimate for repairs. The landlord brought a shovel and began working around a sal tree. I protested gently, "If you keep on like this, it will never stop."

July 7, 9:37 A.M. Received a call from the landlord on my cell phone

giving instructions. "Because it's hot, I want you to put a mulch cover over the plants I have planted." "Put thoroughbred horse manure on the roses." "Give lots of water to the other plants."

July 11. Around 5:30 P.M., received a call on my cell phone, saying, "It's hot, so water all the trees and bushes."

July 12, Free legal consultation at the city hall of K City. The door opened at exactly 2:00 P.M. and I was invited into a small room, about 5 x 8 feet. It was my first experience of talking to *a lawyer*. He was a cheerful, enthusiastic man about my own age. I had imagined that a lawyer participating in this free legal consultation service would be dour and impersonal, so I was surprised. It may be indiscreet, but I thought he was probably attractive. There was a time limit of 30 minutes, so he asked me to speak as briefly as possible. He told me, "You got rid of *your cat*, which was the issue, so the problem has been corrected. The matter is settled. Under these conditions, the landlord cannot cancel the rental contract unilaterally." I am sorry that I cannot remember his name.

July 13, Shiyo-so. About 11:40 A.M., I was putting out the wash to dry on the second floor veranda and saw the landlord at the edge of the property looking into our yard. It was creepy.

July 14, Shiyo-so. Began talking to the landlord at 8:00 A. M. **Mr. Sonoda** was also present. Everyone inspected the entire house together to confirm that we had gotten rid of the cat as promised and repaired all damage caused by the cat. The responsibilities and wishes of both sides were restated. We promised not to keep a cat in the house and the landlord promised not to enter the yard of Shiyo-so (and, naturally, not to do any work in the yard). When I strongly criticized her previous interference, she became angry.

For some time there was peace. The landlord did not interfere with us, and we thought we wouldn't mind staying in the house if we could. My wife had a problem with her eyes. She went to the ophthalmologist a number of times and was tested, but the cause remained unknown. She thought the problem was due to an imbalance of the autonomic nervous system caused by stress. I thought I heard her whisper, "I wish she would die."

September 21. We received a "Demand for Cancellation of Rental Agreement" from our landlord by content-certified mail. I thought, "So here it is." I reported to **Mr. Sonoda** of Taira Real Estate and he said, "There is still a way around this." I wrote a letter to the landlord. I said that I was surprised at her sudden request, expressed concern about her health, and stated that we could not acquiesce to her demand to cancel the contract.

Sep. 25, Free legal consultation. 3:00 P.M. The rules for K City's free legal consultation stated that the same person could not use

the consultation service more than once for the same issue, so my husband spoke to *the lawyer* without mentioning me. I was a little disappointed.

October 1. We received a "Summons for Mediation from the Summary Court." The title of the case was "Mediation for Demand to Evacuate Building." I was still not fully aware of the seriousness of the issue but was quite nervous. The "Reasons for Cancellation of Agreement," written in the landlord's own hand, did not make any sense to me. When I attempted to get in touch with **Mr. Sonoda** I

was told that he had retired. I was sorry to hear that the landlord had made a number of complaints to Taira Real Estate about Shiyo-so. I asked for a meeting with **the lawyer who served as legal advisor to my father's company.**

Oct. 10, Minamikado Law Office. Met with lawyer Toshima Kikuko at 1:30 P.M. She seemed an intelligent woman. This time the consultation was not free, but there was no time limit. Ms. Toshima read the landlord's "Reasons for Cancellation of Agreement." The first words that came out of her mouth were, "What is this supposed to be?" The main issues raised in the document were **the holes dug in the yard** and **the cat**. In this lawyer's opinion, "Digging a hole in the yard to bury vegetable remains is something that many people do today for environmental reasons, so it does not constitute a violation of your responsibilities as a renter. **The cat** is not a problem because you have already gotten rid of it in response to your landlord's request." Then she told me how to prepare a statement for the mediation procedure.

November 5, Summary Court, Mediation Room on the first floor. At 10:00 P. M., I had gotten off work to attend. We were shown into a room about 11 feet by 8 feet in size with a sign on the door saying "Settlement Room." Two mediators were present. **The man** looked

thin and sickly. The woman did not have much personality. The landlord was present as the plaintiff, and she was called in for discussion first. Then we, as the defendants, were called in. When it was our turn, we presented a written statement, but the mediators only gave it a brief glance. I was worried about what seemed to be a careless attitude. They began by asking us what conditions we would accept for cancelling the contract. We asked for immunity from four months' rent, moving expenses, and refund of our deposit. In response, the mediators brought up **the hole** in the yard and asked us to reduce our demands to two months' rent, 50,000 yen for moving expenses, and refund of the deposit. As proof of stress caused by the landlord's visits, we showed them **the map and list of plants** planted by the landlord during the two months after we moved in. In the end, we agreed to a settlement in which the conditions for cancellation of the contract were three months' rent, moving expenses, and refund of deposit. We were surprised that **the hole** in the yard was still an issue. But at the same time, it was interesting that it was the only specific complaint that the landlord could make against us. I thought the mediators were quite coercive but was surprised that the case was settled as favorably as it was.

December 19. Received "Mediation Record" from the court.

The settlement came out roughly as we had hoped, and we were relieved to know that the expense of leaving the house would be covered.

One thing that bothered us was that the landlord said that she wanted to show a prospective renter the house. We refused but were afraid that she would bring someone in anyway. My wife kept saying, "I wish she would die."

I was afraid that my wife would be in too much of a hurry to find another house, so I suggested, "Let's not decide as quickly as last time."

Last Year

March 28 (three days before leaving Shiyo-so). Received an emergency message from landlord. Written on twelve pages of note paper, it was entitled "Shiyo-so: Concerning Court-Ordered Evacuation at End of March." It was filled with garbled complaints. The main point, which we could just barely understand, was that she refused to refund our deposit and said that if we were unhappy about it we could sue her. We decided to ignore this letter.

Mar. 31, Shiyo-so, in the morning. We dug up two Reeves spirea bushes as well as rosemary and slender deutzia that we had planted and prepared them for transplanting. We filled in **the holes**. In the afternoon, we prepared to leave. The landlord, Mr. Kinoshita of Taira Real Estate, the landlord's new real estate agent, and a friend of the landlord were all present. Everyone inspected the property and confirmed that there was no damage to it. The landlord was reluctant to talk about the deposit and would not say clearly whether she would refund it or not.

I had worked every day for a month cleaning and repairing the house in preparation for leaving. Of course, I did this while packing. For some reason, my wife only did a little cleaning and her own packing and did not do any repair work. She worked at a part-time job in the time she had available. So I worked hard alone and did the cleaning and repair work as perfectly as possible. I did the best job I could because of a slight hope that the landlord would be pleased and refund our money. My wife said it was a vain hope.

April 26. Received letter from the landlord through Taira Real Estate. It was a statement of her position to Taira Real Estate and a request for payment of compensation.

Apr. 28. Received another letter from the landlord through Taira

Real Estate. It was addressed to us. She had enclosed an estimate for house cleaning expenses. The letter stated, "An old injury to my fingers makes it difficult for me to remove **weeds**. There are stains in places the cat used as a toilet. Because of the cost of removing weeds and cleaning expenses, I cannot refund the deposit."

Our cat came back. The people who had taken care of the cat grew fond of it during the few months they had it and in the end they did not want to give it back. I was thankful for them taking care of it, and I felt sorry to see how sad they were to part with it.

We were certain the landlord would not refund the deposit, so we took the action we had planned.

May 1. Took action on the basis of the Mediation Record. By content-certified mail, we sent a “Notice of Demand for Refund of Deposit” to the landlord. It stated, “Refund must be made within 7 days. If payment is not received by that time, legal measures will be taken.”

May 12, Summary Court. As expected, the deposit was not refunded by the deadline. We showed the Mediation Record, which described the previous settlement, to the court clerk and asked what legal measures we could take. Her answer was that it might be possible to seize the landlord’s property.

May 22, District Court, T Branch, Civil Department 4, Claim Enforcement Section. The District Court building was impressive. The people there were surprised that anyone who was not a lawyer or a professional would come to take procedures for seizure of property. I was asked a number of times whether I had consulted anyone. The procedures were very complicated. There were problems with the documents we had been given by the summary court, so I had to go back again.

May 26. Received a letter entitled “Verifiable Facts Concerning the Refund of Deposit” from landlord. The content was much simpler than before. She said that it was necessary to spend 160,000 yen for removal of *remaining objects*, cutting *weeds*, and house cleaning.

Subtracting the 125,000 yen deposit from this sum leaves a remainder of 35,000 yen, which she asked us to pay.

May 28, District Court T Branch. When I returned to the District Court to submit the documents, I found that I needed to obtain proof of returning the house key from the real estate agent. I went from T-City to K-City to M-City, and returned to the District Court. I thought that our documents would finally be accepted but found there was another error. I had to go to the Regional Legal Affairs Bureau and obtained a copy of the registration of the landlord’s bank but found there was information missing from the entry. I obtained a new copy of the registration and mailed it to the district court.

June 11. Finally received “Order for Seizure of Property”.

June 12. Received a statement from the landlord’s bank branch. It stated that the seized property was a time deposit account, and that the payment would be made in May of the following year when the term of the account ended. I wondered why the date would be May of next year, and immediately called the bank to ask why. The bank explained that the “guarantee of interest for the time deposit account” was not subject to seizure so it was necessary to wait until the end of the term. After all was said and done, however, the seizure would take effect.

We could not help being a little excited about what we had done, seizing someone else’s property. Of course, we expected the landlord to fight back.

My wife’s eyes were giving her trouble again and she went to see another ophthalmologist. This time she went to a different doctor and was happy to receive a diagnosis that gave a name to her problem. She showed me a piece of paper that said, “Central Serous Retinopathy.” She seemed pleased to report, “The doctor said it was caused by stress,” and said that this malady could be cured by taking medicine.

June 21. Received a “Summons for Oral Proceeding and Request for Written Statement” from the Summary Court. The suit was entitled “Case of Payment Demanded for Restoration of Original Condition” and my and my husband’s names appeared on the document as defendants. This was the first time we had ever been defendants. The items for which payment was demanded were: “expenses incurred for removal of remaining objects (*stones, storage unit*), repair of *a flaw of floor*, removal of *trees* in yard, repair of *the lawn* and one half of expenses of cutting *weeds*” and “house-cleaning expenses.” There was also a bill for changing the house key, but the amount was not specified. We immediately phoned **the lawyer, Ms. Toshima**.

June 30, Minamikado Law Office, 11:05 P.M. When I got on the elevator, I was worried about being late, but **Ms. Toshima** got on just after me. The atmosphere was relaxed. While drinking coffee, Ms. Toshima checked the content of the suit. Her basic conclusion was: “Items that are claimed without specifying the amount are not worthy of a response. It is all right to ignore them.”

July 16, First Oral Proceeding, Summary Court, Civil Court No. 1. Opened at 10:00 A.M. All of the people involved in all of the cases to be tried that day were asked to sit in the observers’ seats in the court room. I was seated close to the landlord, so the atmosphere was frosty. The judge entered after everyone was seated, and we all stood up and bowed. The defendants were called and directed to sit in the defendants’ seat. The judge questioned the landlord as the plaintiff and asked if she was willing to make a settlement. Raising her scratchy voice, she said, “There is no way I can settle.” The judge asked us the same question, and we responded that we would like to settle if we could. Then he said, “Since you are in disagreement, please talk to a **court official** in a separate room.” We entered the Settlement Room. The court official was a man who was getting

elderly. For some reason, he did not seem very friendly. I was worried that he had got an unfavorable preconception of the case after talking to the landlord. We presented our Written Answer, and the court official made an offer: “If you are willing to pay 100,000 yen as house cleaning expenses, I will convince the landlord to drop his demand for other payments. When my husband heard this, he remonstrated, “The landlord only asked us to pay 80,000 yen as house cleaning expenses. Can the amount be increased on the basis of your personal opinion?” He replied, “Well then, how much would you be willing to pay for a settlement?” When I said 10,000 yen, he declared, “That is not nearly enough to solve the problem.” We went back to the courtroom and decided on the date for the next oral proceeding. And then we made an appointment with **Ms. Toshima**.

July 31, Minamikado Law Office. I met **Ms. Toshima** at 10:30 A.M. I reported what had happened in the first oral proceeding. To prepare for the next court session, we learned how to fill out **the Preparatory Briefs** and how to prepare **Written Statements of the testimony of witnesses**. As a compromise, she advised, “You should be prepared to pay 30-50% of the house cleaning expenses on the basis of **the cat** having been in the house.” I asked a **friend** and **Mr. Sonoda**, formerly with Taira Real Estate Office, to be witnesses.

August 4, a family restaurant, 8:25 P.M. **Mr. Sonoda** arrived. He seemed different than before. It seemed that life had been hard for him since he left Taira Real Estate, but I was afraid to ask him about it. I explained the situation. I was relieved that Mr. Sonoda did not seem reluctant to help. I showed him the tentative **Written Statement as his testimony** that we had prepared. I asked his advice and made some corrections on the spot. After obtaining Mr. Sonoda’s cooperation, I started to feel that there was a chance of not losing. It seemed that Mr. Sonoda was somewhat pleased with the idea of helping us.

Aug. 6. Telephone conversation with **friend**. I read the *Written Statement as his testimony* we had prepared. My friend was worried that the outcome would be unfavorable to him. This was a natural response. Received a phone call from my father. The landlord had sent a "Request for Payment of Compensation" to him. **Ms. Toshima** was considering how to respond, perhaps with a statement of protest.

Aug. 8. Received a "Change of Plaintiff's Claim" and a "Request for Payment of Compensation" from the landlord via the court. The content was the same as the request sent to my father. At 10:00 P.M. I met **Mr. Sonoda** in front of the train station nearest his house. I asked him to sign and put his seal on the finished *Written Statement of Mr. Sonoda's testimony*, which I placed on the hood of the car, and quickly said goodnight.

Aug. 9. Met **friend** at his house at 11:30 A.M. and had him sign and put his seal on the finished *Written Statement of his testimony*. He was still worried about the outcome. I told him that everything would be all right (even though I had no grounds for believing this). I sent the documents we had completed – "*Preparatory Briefs*, Explanation of Evidence, *Evidence Documents (Dft. No. 3-10)* containing *Written Statements of two witnesses*" – to the court.

Aug. 13, Second Oral Proceeding. Opened at 10:00 A.M. Sat in the defendants' seat. Was introduced to a different court official and felt more hope about the outcome. After moving to the Settlement Room, the official introduced himself properly. His name was **Mr. Takehashi** and he was a lawyer by profession. He said, "I will listen carefully to the plaintiff and the defendant, so you should expect this process to take some time." This way of doing things seemed normal to us, so we were actually relieved. I read the documents over and over while waiting in a room about 6 x 12 feet, organizing my thoughts so I could say what was necessary. We were kept waiting a long time, and it seemed that during this time another version of myself emerged that could look at this incident from somewhere outside me, concluding, "This is stupid." When it was our turn, we were shown into the Settlement Room. The court official looked carefully at the *Preparatory Briefs* and the *Written Statements of Mr. Sonoda's and my friend's* and quickly saw the flaws in our somewhat exaggerated argument. When we told him we were perplexed by the landlord's "Request for Payment of Compensation," he said that it was very rare for such a request to be recognized in this sort of case. He said that he had told the landlord certain things and wanted to see the effect in the next session. Mr. Takehashi seemed to be intelligent and trustworthy.

September 23. Received document from the landlord via the court. It was entitled "Declaration of Change in Claim." It was composed of 15 pages of complaints about us. It made me angry.

Sep. 24, Third Oral Proceeding. Opened at 10:00 A.M. We sat in the defendants' seat and were asked by the judge, "Do you agree to the 'Request for Payment of Compensation?'" We answered that we could not understand why this request was made and did not agree to it. We moved to the Settlement Room. **Mr. Takehashi** said he would listen to the defendants first. I tried to repress my anger as much as possible and explain why I disagreed. Mr. Takehashi seemed to be aware that the landlord was a stubborn, difficult person. He told the plaintiff, "The defendants have presented evidence, including a Written Defense Statement. If you continue making claims, you will also have to produce some sort of evidence."

October 22, Fourth Oral Proceeding. Opened at 10:00 A.M. The court secretary gave us all the documents that had been submitted by the landlord two days ago. We looked them over while testimony was being given in another case. Most of her 11 pages of complaints were reasons that I was not a "proper young woman." Ten photographs of *the lawn* were enclosed as evidence. They were all taken against the light, and white area of reflected light made the images unclear. We moved to the Settlement Room, and the landlord went first. Our turn came much sooner than usual, and we were called into the Settlement Room. **Mr. Takehashi** told us, "The landlord is now willing to settle and will refund your deposit." After looking at the documents I had been given, I thought that the case would go on much longer, so I felt like I was charging someone who had just stepped out of the way. We then discussed how much we should pay as a settlement fee, and decided on 20,000 yen, including the repair expense of *a flaw of floor*. We were asked to submit a Cancellation of Property Seizure in exchange for 105,000 yen in cash as a refund of our deposit at the next session. This would be the final settlement.

November 26, Fifth Oral Proceeding, starting at 10:00 A.M. The secretary handed us documents submitted by the landlord. The title was "About This Suit." The landlord said she would forgo making an appeal but wanted to complain about the violence of legal procedures. I could only laugh. The name of the case and our names were called out and the landlord and we went to our respective places, the defendants' seat and the plaintiff's seat. In front of the judge, we exchanged the cash and the Cancellation of Property Seizure with the landlord. The case was settled. As we walked out of the court, I stopped the landlord on the stair landing. For some reason, she smiled at me. Her eyes were black. I handed her a sealed letter and she said, "Thank you." In the letter we asked her to please forgive our lack of experience. I hate her eyes.

December 8. Received "Record of Oral Proceeding (Settlement)" from the Summary Court.

Everything connected with Shiyo-so and the landlord was over, but we did not feel particularly elated. My wife said, "Is it really over?" She was still doubtful. What did the events of the last 20 months mean? I felt like I truly understood the meaning of the word "absurd" for the first time. My wife commented, "It might have been interesting if she had appealed."