

- (三) 肋骨船首尾材を立揃へたる時十日以内に 二割
 - (四) 進水の時十日以内に 二割
 - (五) 速力試験終了の時十日以内に 一割
 - (六) 引渡後十日以内に 残部
- 九、附属品(銑鐵を含む)

附属品にして日本に於て取得する能はざるものに就ては米國政府は其の製造優先證書及び輸出特許證書を與ふるこ
と造船主要材料アングル、プレート、バー、リベット等は契約書附属スケデュールAに記載す
銑鐵及びアクセツソリスの引渡船専屬の分はスケデュールBに記載す(銑鐵は引渡船重量噸一に對し〇、〇五八
の割)

引渡船用以外の銑鐵及びアクセツソリスはスケデュールCに記載す
スケデュールBの補足はスケデュールDに記載す

十、契約締結の時日

- 大正七年五月十五日 石川 島(二隻)
- 淺 野(二隻)
- 三 菱(二隻)
- 大阪鐵工(四隻)
- 横 濱(三隻)
- 内 田(二隻)
- 同年同月十六日

- 同年同月十八日 浦 賀(三隻)
- 同年同月二十日 旭 (一隻)
- 藤 永 田(一隻)
- 新 田(一隻)
- 帝 國(二隻)
- 同年同月二十一日 川 崎(五隻)

其の他の契約條件は大體第一次交換契約に同じ。

(四三) 第二次契約正文

第二次交換契約書は第一次の其と同じく英文を以て正文と爲す、依て左に其の全文を掲ぐ。

MEMORANDUM OF AGREEMENT

BETWEEN
THE UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION
AND

FOR THE CONSTRUCTION OF THE

Building Number.....

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this.....day of....., One Thousand Nine Hundred and Eighteen, by and between the UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION, represented by Roland S. Morris, hereinafter referred to as the "PURCHASER," on the one part, and..... represented by..... hereinafter referred to as the "SELLER," of the other part, WITNESSETH THAT for the consideration hereinafter mentioned, the Parties hereto mutually agree as follows: that is to say:--

Steamship.

Article I.—The SELLER agrees to sell to the PURCHASER a Steamship of approximately..... tons Deadweight, to be constructed at the shipbuilding yard of..... at....., and to be known as..... Building Number....., free from all claims, liens, libels or other encumbrances; and the PURCHASER agrees to buy and to pay for the said Steamship in the manner provided for in Article XI, hereof.

Deadweight.

Article II.—The term "Deadweight" ton or tonnage, as used throughout this Memorandum of Agreement, signifies the cargo-carrying capacity, including bunker coal, consumable stores, drinking and sanitary water, men and their effects, on a mean draft to the Board of Trader's Summer Freeboard Line, with hull and machinery complete, and with full equipment and outfit, spare gears, inconsumable stores on board, and with steam up and ready for sea; and the Deadweight

Tonnage of the said Steamship shall be based upon calculations to be made by the SELLER and approved by a Surveyor to Lloyd's Register in Japan.

Purchase Price.

Article III.—The Purchase Price of the said Steamship shall be United States Gold One Hundred and Seventy-five Dollars (\$175.00) per ton Deadweight; and for the purposes of computing the advance payments of Article XII, the Approximate Total Purchase Price for the said Steamship shall be United States Gold..... Dollars (\$.....).

Steel Shipbuilding Materials.

Article IV.—The PURCHASER, in consideration of the sale to be made by the SELLER of the aforementioned Steamship, agrees to supply the SELLER with one-half as many tons of steel shipbuilding materials, being plates (in which expression boiler plates are included), shapes and bars only, as there are Deadweight tons in the said Steamship; that is to say, at the rate of one ton of 2,240 pounds each of such steel shipbuilding materials for every two tons of Deadweight in the said Steamship, the total quantity of such steel shipbuilding materials contracted for under this Agreement being approximately.....tons.

Price of Steel.

Article V.—The Contract Price of the steel shipbuilding materials mentioned in Article IV, shall be for plates three and one-fourth (3 $\frac{1}{4}$) cents per pound, for shapes three (3) cents per pound, for bars two and nine-tenths (2.9) cents per pound, and the PURCHASER agrees to deliver the aforementioned steel shipbuilding materials F. O. B. cars, San Francisco, California, or such other Port of the Pacific or Atlantic Coasts of the United States as may be agreed upon between the PURCHASER and the SELLER; and in the event that all or any portion of the said steel shipbuilding materials are lost or destroyed in transit the PURCHASER agrees to supply as speedily as possible substitute materials at the above prices.

Approximate Contract Price of Steel. Article VI.—For the purposes of computing the advance payments of Article XII, the Approximate Contract Price for the said steel shipbuilding materials shall be computed at an average rate of three (3) cents per pound; and the Approximate Total Contract Price for the steel shipbuilding materials in respect to the aforementioned Steamship shall be United States Gold..... Dollars (\$.....), for this purpose.

Schedule of Steel Desired. Article VII.—The steel shipbuilding materials in respect to which the PURCHASER hereby agrees to deliver to the SELLER shall be scheduled by the SELLER within ten days of the signing of this Memorandum of Agreement and a complete summary thereof shall be attached to and form part hereof; and there shall be no change made in the amounts, quantities, kinds, assortments, prices, deliveries or any other matters in connection with such schedule, without the mutual consent of the Parties hereto; and the said summary shall be marked and known as Schedule "A."

Time of Delivery of the Steamship. Article VIII.—The said Steamship shall be delivered to the PURCHASER or his Representative in the United States before the end of the month of....., One Thousand Nine Hundred and Nineteen; provided, however, that the steel shipbuilding materials, to the amounts designated in Article IV, arrive at the agreed Port of Shipment in the United States by the time or times designated in Schedule "A," hereto attached; and that the Accessories agreed upon under Schedule "B," hereto attached, shall also arrive at such Port of Shipment by the time or times designated therein; and provided further, that the delivery of the said Steamship shall not be delayed for a period of time greater than the corresponding time of delay in the arrival of such steel shipbuilding materials.

Determination of Kinds of Steel. Article IX.—The SELLER shall have the privilege of determining in any form he desires the respective proportions of the sizes and quantities of plates, shapes and bars, within the limit of the total quantity which he is entitled to receive and to export from the United States under the terms of this Agreement and in accordance with Article IV.; provided, however, that such determination is made, and the necessary specifications for the steel shipbuilding materials desired shall be delivered to the PURCHASER in Washington, D. C., within forty days from the signing of this Agreement.

Banker's Guarantee from the SELLER. Article X.—The SELLER shall furnish to the PURCHASER a suitable Banker's confirmed credit guaranteeing the payment of the Contract Price of the aforesaid steel shipbuilding materials, and any other material's for which the Seller may enter into Contract with the Purchaser.

Present Total Approximate Purchase Price. Article XI.—For the purposes of computing the advance payments of Article XII, the Present Total Approximate Purchase Price shall be deemed to be the Approximate Total Purchase Price in the sum mentioned in Article III, minus the Approximate Total Contract Price for the steel shipbuilding materials in the sum mentioned in Article VI.; and for these purposes the Present Total Approximate Purchase Price shall be United States Gold..... Dollars (\$.....).

Advance Payment by the PURCHASER. Article XII.—The PURCHASER agrees to deliver to the Agent of the SELLER in the United States a confirmed banker's credit covering the Present Total Approximate Purchase Price as stated in Article XI within thirty days of the signing of this Memorandum of Agreement, and agrees to provide for the payment of this sum in the following manner:—

- (1.) Twenty per cent. (20%) to be paid in cash immediately upon receipt of notice by the United States Shipping Board Emergency Fleet Corporation of the signing of this Memorandum.

- (2.) Ten per cent. (10%) to be paid in cash within ten days of the date of the laying of the keel of the said Steamship.
- (3.) Twenty per cent. (20%) to be paid in cash within ten days of the time when all the frames of the said Steamship are in place and the stem and stern posts are erected, or the equivalent work done.
- (4.) Twenty per cent. (20%) to be paid in cash within ten days of the date of the successful launching of the said Steamship.
- (5.) Ten per cent. (10%) to be paid in cash within ten days of the completion of the successful full load speed trial of the said Steamship.

**Payment of
the Balance
by the
PURCHASER.**

Article XIII.—The balance of the Actual Purchase Price of the said Steamship shall be paid in cash within ten days of the date of the acceptance of delivery of the said Steamship by the PURCHASER in the United States; and for the purpose of computing the balance due to the SELLER the Actual Purchase Price of the said Steamship according to the guaranteed Deadweight as determined under Article II., and the Actual Contract Price of the steel shipbuilding materials supplied by the PURCHASER under contract to the SELLER, shall be the sums used.

Accessories.

Article XIV.—The PURCHASER, in consideration of the fact that the Steamship Accessories mentioned in the schedule sanctioned by this Article are not obtainable in Japan, agrees to issue to the SELLER, immediately upon the signing of this Memorandum, priority certificates and export licences for such Accessories as are designated in Schedule "B" hereto attached and made part of this Agreement; and the PURCHASER further agrees to obtain priority certificates and export licences for such additional Steamship Accessories as may be approved by Commander

F. J. Horne, U. S. Navy, as being necessary and obtainable in the United States to outfit completely and properly any other Steamship which may be constructed from the steel shipbuilding materials supplied under this Agreement, and such additional Accessories shall be scheduled, marked Schedule "C," and attached hereto.

**Plans and
Specifications.**

Article XV.—The said Steamship shall be constructed in conformity with the Plans and Specifications hereto attached and made part of this Agreement; provided that the said Plans and Specifications shall be submitted to and approved by the PURCHASER or his Representative before they shall be accepted as binding upon the PURCHASER; and provided that such slight differences as are unavoidable in practice between the Specifications and a completed Steamship and which do not impair or alter the intent of the Specifications, shall be accepted by the PURCHASER, provided they are approved by Commander F. J. Horne, U. S. Navy, or such other Representative as may be designated by the PURCHASER with the consent of the SELLER.

**Extra
Work.**

Article XVI.—In the event that any work other than such as is described in the Plans and Specifications hereto attached and provided for therein is required by the PURCHASER, a special contract shall be entered into between the PURCHASER and the SELLER, and such extra work shall be executed in accordance with such special contract under the same general provisions as agreed to herein; and the cost of such extra work shall be paid in cash within ten days of the acceptance of delivery of the said Steamship.

**Classed
100 A-1
Lloyd's.**

Article XVII.—The SELLER guarantees that the said Steamship shall be built in strict conformity with Lloyd's Regulations for Special Survey and shall be classed as 100 A-1 in Lloyd's Register; and the SELLER shall hand over to the PURCHASER or his Representative

at the time of delivery of the said Steamship, Lloyd's interim certificates for hull and equipment and for engines, and boilers and shall assure the delivery of Lloyd's final certificates to the PURCHASER or his Representative as soon as may be practicable after their issuance.

Inspection and Acceptance in Japan.

Article XVIII.—The inspection and acceptance of all parts of the hull, equipment and outfit, machinery, boilers and auxiliaries of the said Steamship shall be completed by the Representatives of the PURCHASER in Japan and the said Steamship shall be delivered to the PURCHASER at a Port in the United States on the Atlantic or Pacific Coast, in a seaworthy condition, certified as she floats by a Surveyor to Lloyd's Register, and free from all encumbrances as aforesaid.

Inspectors.

Article XIX.—The PURCHASER shall have the privilege of appointing one or more Representatives or Inspectors, who shall have the right to enter the Shipbuilding Yards of the SELLER and all other establishments, workshops, places, etc. in any way connected with the construction of the said Steamship or its equipment, at all times while work is being done; provided, however, that such right shall not extend to such shops and places as may be closed by order of the Japanese Government to the admission of outsiders.

Inspection.

Article XX.—The Representatives or Inspectors mentioned in Article XIX. shall have the privilege of inspecting any and all workmanship and materials in connection with the construction of the said Steamship.

Dispute as to any Technical Points.

Article XXI.—Should a dispute arise relative to the Plans and/or Specifications or with regard to any other technical matters connected with the construction or equipment of the said Steamship, such dispute shall be submitted to the decision of Commander F. J. Horne, U. S. Navy, or such

other Representative as the PURCHASER may designate with the consent of the SELLER, whose decision, after full conference with the Technical Representatives of the SELLER, shall be final and binding upon the Parties hereto.

Speed Trial.

Article XXII.—The said Steamship shall upon its completion be given under the supervision of the Representatives of the PURCHASER and of the SELLER a speed trial of six hours continuous steaming at full power, at full cargo load, off some Port of Japan, and the expenses of such trial shall in no manner be borne by the PURCHASER. The speed shall be calculated from runs made between two posts or points to be agreed upon between the Representatives present at the trial, which posts or points shall be not less than one nautical mile apart, and the same full speed shall be continued for a period of at least six hours, during which time the said Steamship shall maintain an average minimum speed of not less than ten and one-half (10½) knots per hour.

Delays During Construction.

Article XXIII.—In the event that the delivery of the said Steamship by the time specified in Article VIII. becomes manifestly impossible in consequence of delays in the construction and/or equipment of and/or any other circumstances connected with the said Steamship resulting from an Act of God or Force Majeure or a Strike or any other cause beyond the control of the SELLER, then in every such case the SELLER shall send notification of the occurrence of such event or cause within ten days of the commencement thereof to Commander F. J. Horne, U. S. Navy, or such other Representative as may hereafter be designated by the PURCHASER with the consent of the SELLER, who will, after full conference with the Technical Representatives of the SELLER, render a decision as to the amount of time allowable under the circumstances, and the SELLER hereby agrees to accept the decision of Commander F. J. Horne, U. S. Navy, or such

other Representative as designated above, as final and conclusive and as binding as to the amount of delay to which the SELLER is entitled.

Insurance.

Article XXIV.—The SELLER shall insure, and keep insured until delivery, the said Steamship and all materials and supplies therefor at his own expense for the benefit of the PURCHASER against any and all damage by fire, marine risks, lightning, settling of staging, breakage of ways and risks of launching, in an amount not less than the total amount of the advance payments which may have been made by the PURCHASER as provided in Article XII. hereof.

Cargo or Charter.

Article XXV.—The SELLER shall be entitled to load the said Steamship with cargo or to charter the said Steamship for the voyage from Japan to the Port of delivery in the United States and to retain any and all benefits accruing therefrom; provided that the said Steamship shall not be contracted for cargo nor chartered to another Party until after due notice shall have been given to the PURCHASER, and the PURCHASER shall have the option for ten days of chartering the said Steamship beginning with the date of final acceptance in Japan.

Delivery Effected.

Article XXVI.—Upon the arrival of the said Steamship at the Port of delivery in the United States steps shall be taken by both Parties to this Agreement immediately to effect delivery thereof, and the ownership of the said Steamship, including hull, machinery, materials and outfit pertaining thereto, shall pass from the SELLER to the PURCHASER upon acceptance of delivery by the PURCHASER; and simultaneously with such delivery four (4) complete sets of finished Plans, Drawings and Specifications of the said Steamship shall be furnished to the PURCHASER as part of the said Steamship's outfit.

Delivery

Article XXVII.—The PURCHASER shall endeavor to afford to the SELLER every facility

Facilities.

connected with the entry, wharfage and delivery of the said Steamship at the Port of delivery in the United States.

Coal and Stores Purchased.

Article XXVIII.—Bunker coal and consumable stores remaining on board the said Steamship at the time of delivery shall be taken over by the PURCHASER at the market price prevailing at such Port, and the payment therefor shall be made in cash to the Agent of the SELLER in the United States; provided, however, that such payment shall be based upon a joint inventory conducted by Representatives of the PURCHASER and of the SELLER.

Tax Exemption.

Article XXIX.—The SELLER shall be exempted from the payment of any tax leviable on or in respect of the act of receiving the purchase money or any portion thereof from the PURCHASER; but in the event of the SELLER being nevertheless required to make any payment of such tax, the amount so paid by the SELLER shall be refunded by the PURCHASER; provided, however, that the stipulated exemption from any such tax does not extend to any cargo on board the said Steamship.

Officers and Crew Landing Facilitated.

Article XXX.—The PURCHASER shall afford every facility relative to the landing of the officers and crew of the said Steamship at the Port of delivery as well as for their sojourn in the United States while waiting for transportation to Japan, and the usual regulations relative to the landing of immigrants and other foreigners in the United States shall not be applied to such officers and members of the crew of the said Steamship.

Disposal of Crew After Delivery.

Article XXXI.—The Commander of the said Steamship shall discharge the crew at the Port of delivery, and while he shall make every endeavor to insure that every member of the crew is returned to Japan as soon as possible, he shall not be held responsible for their desertion

nor subject to the payment of any fine or bond no their account.

Arrangements with State Authorities.

Article XXXII.—The PURCHASER shall make the necessary arrangements with the Authorities of the State in which such Port of delivery is situated in order to give effect to the provisions of Articles XXIX., XXX. and XXXI., and the PURCHASER guarantees that the special treatment agreed to in such Articles shall be accorded.

Non-delivery Substitute Steamship.

Article XXXIII.—Should the said Steamship be sunk or be captured or become a total loss due to any cause beyond the control of the SELLER and the delivery of the said Steamship thereby become impossible, the SELLER shall, if required by the PURCHASER, make every possible effort to provide a substitute Steamship; provided, however, that in the event the PURCHASER does not desire such substitute the money paid to the SELLER under Article XII., hereof, shall be repaid to the PURCHASER without delay with interest at the rate of six per cent. (6%) per annum; and provided further that the steel shipbuilding materials herein agreed upon for contract and for export by the SELLER shall in no way be affected thereby.

Delay in Delivery, Penalty.

Article XXXIV.—If any cause arises which prevents the PURCHASER from delivering the said steel shipbuilding material on the dates specified in Schedule "A," hereto attached, and the PURCHASER fails to give to the SELLER thirty days' notice of such delay, then in such event the PURCHASER shall endeavor to assist the SELLER in obtaining, for the return voyage to Japan of the steamer which was to have transported such steel shipbuilding materials, enough freight to fill the cargo space thereby left vacant, and if such freight is not obtained and such cargo space is not utilized, then the PURCHASER shall pay to the SELLER the actual cost to the SELLER of such cargo space.

Delay in Delivery of Steel Penalty.

Article XXXV.—In the event the SELLER by his serious fault or intentional negligence delays the delivery of the said Steamship beyond the end of the month of....., One Thousand Nine Hundred and Nineteen, he shall pay to the PURCHASER liquidated damages at the rate of United States Gold Ten Dollars (\$10.00) per month per ton Deadweight of the said Steamship for every day he is in arrears; provided, however, that this stipulation does not prejudice the right of the PURCHASER to rescind this Agreement because of such delay; and provided further that in case this Agreement is rescinded by the PURCHASER then the PURCHASER shall not be entitled to the liquidated damages as provided in this Article.

Non-delivery Penalty.

Article XXXVI.—In the event the SELLER makes any disposition of the said Steamship which makes the performance of this Memorandum of Agreement impossible on his part, or in the event of illegal or unreasonable refusal on the part of the SELLER to deliver the said Steamship to the PURCHASER, then the PURCHASER shall have the right to rescind this Agreement, and in such case the SELLER shall pay to the PURCHASER as liquidated damages the fair market value of the said Steamship, plus ten per cent. (10%) thereof, minus the Purchase Price of United States Gold One Hundred and Seventy-five Dollars (\$175.00) per ton Deadweight of the Said Steamship, in addition to the repayment to the PURCHASER of all the money paid to the SELLER under Article XII., hereof, with interest thereon at the rate of six per cent. (6%) per annum.

Arbitration.

Article XXXVII.—Should any dispute arise between the Parties in connection with the interpretation, performance or operation of any portion of this Memorandum of Agreement, which dispute cannot be adjusted by arrangement in Japan between the Representatives of the Parties, then

the point or points at issue shall be submitted to the arbitration in New York City of two Arbitrators, each of the Parties hereto to name one of them; and the Arbitrators so named shall, before entering upon the arbitration, appoint an Umpire; and in the event of the Arbitrators being unable to agree upon an award they shall refer the dispute to the Umpire; and the award of such Arbitrators or of the Umpire (as the case may be) shall be final and binding upon the Parties hereto. IN WITNESS WHEREOF THE REPRESENTATIVES OF THE PARTIES to this Memorandum of Agreement have affixed their signatures hereto this.....day of....., One Thousand Nine Hundred and Eighteen, at TOKYO, Japan.

Done in quadruplicate, each Party to retain Two Copies.

Witness at signing:

For the PURCHASER:
The United States Shipping Board
Emergency Fleet Corporation.

Witness at signing:

For the SELLER:

GUARANTEE FOR PERFORMANCE OF OBLIGATION BY THE SELLER

WHEREAS a Memorandum of Agreement has this day been entered into by and between the UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION on the one side and..... on the other, that the said.....shall sell and deliver to the said UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION a Steamship on the terms and conditions provided for in the aforesaid Memorandum.

NOW, THEREFORE, by these presents, the..... stand surety and hereby pledge.....to be responsible for the due performance by the said..... of all obligations undertaken by it under the aforesaid Memorandum of Agreement.

Signed and Delivered at TOKYO, Japan, on this.....day of....., One Thousand Nine Hundred and Eighteen.

Witness at signing:

For the GUARANTOR:

(四四) 日米船鐵交換同盟會組織

七月一日第一次及び第二次の船鐵交換當事者を以て日米船鐵交換同盟會を組織し之を東西兩部に分ち東部は東京(東京海上

保險ビルヂング内)に西部は神戸(神戸商業會議所内)に各事務所を設け東部は佐伯好郎氏(事務員篠原新次郎氏)西部は石橋爲之助氏(事務員那須亮一郎氏後ち生野豊氏、竹田儀一氏、田口政太郎氏等屢次交迭す)之が主管となれり。同盟會の規約左の如し。

日米鐵船交換同盟會規約

- 第一條 本會ハ日米鐵船交換同盟會ト稱ス
- 第二條 本會ハ米國政府へ船舶ヲ提供シ之ト交換的ニ米國ヨリ造船用鐵材及附屬品ヲ受クル者ヲ以テ組織シ共同ノ利益ノ爲一致ノ行動ヲルヲ目的トス
- 第三條 本會ヲ東西兩部ニ分チ東部ハ東京ニ西部ハ神戸ニ各其ノ事務所ヲ設ケ前條ノ目的ヲ達スル爲隨時打合せヲ爲ス
- 第四條 本會會員ハ各自ノ米國ニ提供スル船舶ノ重量噸數ニ應ジ一定額ノ釐金ヲ爲シ之ヲ以テ本會ノ經費ニ充ツ
- 第五條 東西兩部ニ各交渉委員若干名ヲ設ケ本會ノ常務ニ當ラシム、但日米官憲ニ對シ交渉スル爲委員中ヨリ互選ヲ以テ本會代表者ヲ定ム
- 第六條 東西兩部ノ内規ハ各別ニ之ヲ定ムルコトヲ得
- 第七條 今後新タニ第二條ノ會員資格ヲ有スルニ至ル者アル時ハ必ラズ本會ニ加入セシムルモノトス

以上

而して第五條但書ノ代表者には西部より金子直吉氏東部より淺野良三氏選舉せらる。其他委員左の如し。

西部	交渉委員	金子直吉
同		西川莊三

同	安部正也	
會計委員	石橋爲之助	
東部	交渉委員	淺野良三
同		今岡純一郎
同	長崎英造	
會計委員	近藤昇次郎	
同	佐伯好郎	

次で西部事務所は左の内規を制定せり。

西部事務所内規

- 一、現在西部ニ屬スル會員ハ左ノ如シ但東部ニ屬スル會員ト雖モ西部ニ其ノ支店又ハ出張所ヲ有スルモノハ西部ノ諸會合ニ參加スルコトヲ得
- 株式會社川崎造船所
- 株式會社旭造船所
- 帝國汽船株式會社
- 藤永田造船所
- 日本汽船株式會社
- 新田汽船株式會社
- (後ニ旭造船所退會シ、三井船舶部入會ス)
- 一、西部事務所ハ當分ノ内神戸商業會議所内ニ置ク
- 一、西部ノ財務ヲ監督スル爲會計委員一名ヲ設ク
- 一、庶務ハ常設委員(交渉委員及會計委員)ニ一任ス

一、東京ニ於テ西部ノ事務ヲ處理スル爲西部ノ出張所ヲ東京ニ置クコトアルベシ
以 上

東部事務所を東京海上ビルディング三三三號 置くその内規は大體西部の内規に同じ由つて之を略す。

十月に至り第二次契約實行に就き各社在米出張員をして一致の歩調を取る爲め紐育に於て一團體を造らしめ其の代表委員を選定して我が同盟會との聯絡を取らしむる事となり、委員は柏萬次郎、橋本梅太郎の二氏當選就任せり。
紐育に於る同盟會の規約左の如し。

At a conference October 15th, 1918, we, the undersigned representatives of the Japanese shipbuilders at New York, hereby agreed to the following:—

1. We have organized an association to be known as the Japanese Shipbuilder Association.
2. The temporary headquarters of this Association shall be the office of Asano and Company, 145 Broadway, New York City.
3. The object of this Association is to accomplish the fulfillment of the articles of the Second Contract entered into between the United States Shipping Board Emergency Fleet Corporation, and our shipbuilders at Tokyo, Japan.
4. This Association does not bind itself to enforce the fulfillment of individual points, but simply the points of the contract which affect all in general.
5. For the purpose of facilitating the Association in performing its duties mentioned in Articles 3 and 4, a committee of two has been appointed; namely Asano and Company, represented by Mr. U. Hashimoto and Suzuki and Company, represented by Mr. A. M. Kashiwa.

6. The shove committee will act in accordance with all decisions made by a majority of the members of the Association, as agreed upon at a conference to be held whenever occasion demands.

7. All expenses incurred by this Association shall be borne by all the companies undersigned.

8. The above articles are only temporary, but will remain effective until different authorization is received in response to the following cablegram sent as a result of our first conference:—

“0115 At meetings all New York representatives Japanese Shipbuilders organized association and appointed Asano and Suzuki Companies represented by Hashimoto and Kashiwa as committee. Arrange with Japanese Embassy Washington through our Foreign Department certificate of authorization for above committee. (stop) Fleet Corporation will purchase accessories at their cost price plus two percent service fee, which arrangement agreed by care of Asano Company.”

9. The above Association was organized in accordance with a cablegram received from the Domei Kai, Tokyo.

“Following message despatched accordance with resolution of Domeikai. (stop) In order to act harmoniously concerning second contract, agent in America of various shipbuilders shall organize in league and appoint committee to represent. (stop) As its first work said committee shall make firms' contracts for purchase of accessories in schedules B and C at the Government price making secure export arrangements so as to cause no delay in our building program. (stop) In case difficulty encountered in making above contracts ask American Government for assistance. (stop) Hereafter our telegrams will be addressed to said committee and replies from you shall be telegraphed to Asano, Tokyo, and Suzuki, Kobe.”

(署名者連名省略)

(四五) 神戸の期成同盟會解散

神戸の解禁期成同盟會は六月二十八日左の決議を爲したり。

一、第一回及第二回の船鐵交換加入者を以て一團體を作り各自其の提供船の重量噸數に應じ一噸に付二十五錢の割合を以て出金し、米鐵解禁期成同盟會の經費を支辨し殘金を以て今後の費用に充つること

一、右團體の成立と同時に米鐵解禁期成同盟會は解散すること

而して前章記載の如く七月一日を以て日米船鐵交換同盟會組織されたるを以て、米鐵解禁期成同盟會は同日を以て解散し期成同盟會の跡始末は交換同盟會の引受くる所となり、新に醗集したる會費の一部を以て舊同盟會の經費全部を支辨し了れり。其の收支左の如し。

収入金	五萬七千三百二十五圓	
内 譯	川崎造船所より	二七、〇〇〇圓
	大阪鐵工所より	一〇、五〇〇圓
	帝國汽船株式會社より	九、四五〇圓
	日本汽船株式會社より	六、〇五〇圓
	藤永田造船所より	一、五七五圓
	旭造船所より	一、三七五圓
	新田造船所より	一、三七五圓
支出金	二萬三千九百三十九圓六十四錢	
内 譯	電報料(通信費)	七、八四五圓九八
	往來車馬賃(旅費)	六一〇圓七七
	東京同盟會費用	四、四五一圓〇九

新聞雜誌補助 七三〇圓〇〇

神戸事務所費 一、八九九圓〇四

市民大會及宴會費 二、八〇二圓七六

海外運動費 五、六〇〇圓〇〇

即ち殘金三萬三千三百八十五圓三十六錢は交換同盟會に受継ぎて以後の經費(舊同盟會殘務費をも含む)に充てたり。蓋し舊同盟會成立以後十一箇月に互れる東京及び神戸の期成同盟會の諸運動に要したる經費前記の金額は皆鈴木商店の立替支出したる所にして其の好意は深く謝せざるべからず。當に金錢上の事のみならず、解禁運動の爲には同商店幹部員舉げて熱心奔走し、初めは同店の一室を開放して事務室に提供したる程なり。茲に特記して謝意を表す。尙ほ神戸の解禁期成同盟會の爲に終始忠實に働きたる事務員は那須亮一郎氏なり。

(四六) 解禁運動盡力者慰勞

西部の船鐵交換同盟會は曩日の期成同盟會其の他解禁運動に對し盡力せし人々に挨拶する必要があるを認め十一月廿八日午後五時半より兵庫常盤花壇に於て慰勞の宴を設け在神官氏五十餘名を招待せり。其の人々は知事、内務部長、警察部長、税關長、市長、助役、市會議長、商業會議所正副會頭、書記長、海運業者大會實行委員、交換同盟會員以外の舊期成同盟會員、鈴木商店幹部員、新聞記者等にして金子直吉氏主人側を代表して挨拶あり、西川莊三氏の報告演説に對し來賓總代として清野知事の答辭あり頗る盛況なりき。

次で十二月四日午後五時半より又大阪平野町堺卯樓に於て同一趣旨に依り大阪の官民四十餘名を招待し、金子氏の挨拶石橋氏の報告に對し來賓總代として杉遞信局長の答辭あり、神戸と同じく頗る盛況を呈せり。招待せし人々は知事、市長、遞信

局長、税關長、海事局長、商業會議所正副會頭、書記長、會議所上京委員、大阪鐵商組合上京委員、大阪工業會委員、舊期成同盟會實行委員、舊事務員、新聞記者等なり。

右の外遠隔の地に在りて招待し難き人々に對しては記念品を贈る事とし之を銀製賞箱壹組と交換鋼を以て特に神戸製鋼所に託して製造せしめたる鍋一箱との二種とし其の一種若くは二種を左の人々に贈呈せり。

大隈侯爵、金子子爵、 濫澤男爵、 目賀田男爵、 藤山雷太氏、 頭本元貞氏、 松波博士、

モリス大使、 ホーン中佐、 マグレゴリー氏、 ルケンバク氏、 其他橫濱船舶局員諸氏、

名古屋商業會議所鈴木會頭、 上遠野副會頭、 京都商業會議所濱岡會頭、 稻垣副會頭、 西池書記長、

末廣博士、 神戸博士、 小川博士、 戸田博士

阪神間にては特に左の人々に分配せり。

清野知事、 鹿島市長、 太田市會議長、 田村會頭、 本多副會頭、 菅副會頭、 平岩書記長、

津田勝五郎氏、 金子直吉氏、 西川莊三氏、 其他交換同盟會内部各社(東部をも含む)

東部の船鐵交換同盟會にて十一月五日午後六時より東京帝國ホテルに於て本問題に關係ある新舊大臣次官局長及び船舶懇話會員(即ち舊解禁期成同盟會員)を招待し盛宴を張り、更に翌日午後六時より東京紅葉館に於て米國大使館員を招待し陪賓として濫澤男、金子子、目賀田男、頭本氏等をも招待せり。孰れも非常の盛會なりき。

斯くして舊解禁運動に對する跡始末は一段落を告げたり。

(四七) フレンチ氏歡迎會

米國政府より第二次交換船の造船検査監督に關する最高任務を帯びて來着せるロイドの米國及び加奈陀駐紮検査官フレンチ

氏を同盟會は八月六日午後七時兵庫常盤花壇に招待して歡迎會を催ほせり、陪賓は神戸駐在検査官ジョーンス、パツチエラ、シム三氏にして主人側は川崎、大阪鐵工、帝國、日本、三井、内田、三菱、藤永田、旭、新田及び同盟會事務所の各代表者二十五名にして川崎芳太郎氏歡迎の辭を朗讀しフレンチ氏の答辭あり、主客歡を盡しフレンチ氏等大満足の裡に午後十時散會したり。

(四八) 米國恤兵費寄附

十一月米國戰時恤兵後援會委員マンソン氏より在紐育船鐵交換同盟會委員に向つて恤兵事業の爲に應分の寄附を爲さんことを勧誘し來りしを以て同盟會は第一次及び第二次を通じ交換船重量噸一噸に付十三錢五厘の割を以て各社より釀出し總額五萬圓を寄附する事となり、直ちに實行せり。之に對しモリス大使の禮狀及び後援會委員ジョン、ロツクフェラー(若主人)フランク、マンソン兩氏よりの謝電左の如し。

January 13th, 1919.

Tokyo.

Ryozo Asano Esq.,

Tokyo Kaijo Building, Tokyo.

Dear Mr. Asano:

I want to thank you for your letter of December 23d, and to express my deep personal appreciation at the contribution of twenty five thousand dollars of the Japanese Shipbuilders to the War Work Campaign. I have given the cheque to Mr. Galen Fisher, who has charge of the fund in Tokyo, and from him you will receive a formal acknowledgement.

Believe me, my dear Mr. Asano,

Sincerely yours,

(Signed) Roland S. Morris.

Telegram.

Addressed

Suzuki, Kobe.

From New York.

Received, Dec. 23d, 1918.

Kaneko in the name of the United War Work Campaign for seven war service organization accept our profound gratitude for the very generous contribution from the shipbuilders of Japan to this great cause thanks also extended for the many soldiers who are and will benefit from your kind generosity please forward this to all contributors.

John A. Rockefeller, Jr.
Frank Munson.

(四九) 第三次船鐵交換交渉不成立

第一次の船鐵交換は既成船舶又は建造中の船舶を以て既約の鐵材と交換するにありたり。第二次の船鐵交換は米國より新たに鐵材の供給を受け之を用ひて建造したる船舶を提供するにあり。而して兩同とも交換に供せる船舶は五千噸以上の大型船にして、之が引受けに就ては造船所の資格に制限を加へられたるを以て、兩回の交換契約に加入し得たる造船所は比較的大造船所に限られたり。然るに該契約に關係することを得ざりし小造船所にして依然材料缺乏の爲め中小型船を以て米國の鐵材と交換せんことを希望せるものあり、又既に兩回の契約に加入せる大造船所と雖も尙ほ製造餘力を存せるものあるを以て、

此機會に更に第三次の交換交渉を開始せんと欲し、石橋氏は同盟會の依頼に基き全國各造船所の造船能力を調査し之を基礎として金子氏案を立て遞信省に出願し遞信省は更に調査の上米國政府へ提議せしに、米國に於ては此の種中小型船は差當り必要なしとて一應謝絶し來れり。左れど尙ほ全く斷念せずして再起の機會を立ち居たるに十一月十一日に至り、聯合國と獨逸との間に休戰條約成り、局面一變して船舶の急要頓に挫折し、爲に第三次の交渉は竟に復活の機會なくして止みたり。

(五〇) 鐵材製出遅延

米國に於る交換鐵材の製出は製造所の能力衰へたる結果第一次交換契約の既約品に於てすら大いに遅延したること既記の如くなるが、第二次交換契約の鐵材は各造船所の仕様書に基づきて新たに製造するものなるが故に、更に大いに遅延したり。該仕様書は在東京米國大使館附武官海軍中佐ハイン氏が認可の署名を爲したる後六月中に在華盛頓船舶局へ送附せしものなり。然るに七月に至り船舶局は費府に移轉して事務所をハドソン、ビルディング内に設けたるが、移轉の際該仕様書を紛失し十一月まで所在不明となり、竟に偶然同ビルディングの地下室に於て發見したるは何よりの幸ひなりき。然れども時既に獨逸と休戰の後にして、漸く各製造所へ割當注文の相談を爲し始めたるは更に一箇月の後なりき。而して其の約束の成立したるは實に大正八年一月なり。

附屬品の買入に就きても豫定の通り敏速に運ばず各社種々苦心の末竟に米國政府の手を経て買入るゝ事となりしが而も尙ほ幾多の困難と遅延を免かるゝ能はざりき。

斯くて契約面通りの期日に造船材料の積出不可能となりたる結果、其の遅延せしだけ當然船舶引渡期日に影響し、最初大正八年六月末日渡しの一イースターン、リオーダーを以て最後の船と爲せし契約も事實に於て一箇年餘遅延の餘儀なきに至りたり是れ米國側の鐵材供給手違ひに因るに外ならざるも、之を以て米國の苦痛と爲さざりしは對獨戰爭既に止みたるが爲にして

米國の方針も亦茲に一變し時日の急を要するよりも寧ろ工事の完全を期するに専らなるに至りたり。

百五十六

(五一) 米國船舶局横濱に出張所を設く

大正八年一月二十二日横濱着の天洋丸は桑港ユニオン鐵工所のマクレゴイ氏夫妻及び氏の女婿ルッケンバック氏夫妻以下造船技術家數名の一行を載せ來れり。東部事務所より佐伯好郎氏交換同盟會を代表して一行を出迎ふ。蓋しマ氏一行は船鐵交換第二次契約の實行に關し技術上の監督を爲すべく特に米國政府より出張を命ぜられたるものなり。依りて一月二十七日一行の歓迎會を東京帝國ホテルに開けり。一行は居を横濱に定め、事務所を山下町七十三番に設けて米國船舶局出張所の看板を掲ぐ。之より船鐵交換に關する大小の問題同出張所と交渉する事となり、我が關係造船所共通の問題は同盟會を通じて之を爲し、造船所各自の問題は任意に交渉して解決する事とせり。爾來諸般の交渉圓滑に進み、一行の諸氏各造船所及び同盟會と頻繁に相往來して親交を重ね、關西に抵る時は屢々鄭重なる歓迎宴を開きて温情を交換せり。一行大いに日本側の厚意を喜び公平と親切を以て之に報ひたり。其の結果は後章記述する諸問題に現はれ、一々看取するを得べし。

同出張所の書記に望月松太郎氏あり。通譯として兩者の意志疏通に勉め、同盟會の東西事務所と聯繫を保ちて事務の圓滑を助けたり。氏は後に伊國ゼノアに開かれし萬國海員労働會議に一隨員として政府より任命されしを以て船鐵交換事務終了に先ち大正九年四月辭任せり。

(五二) ホーン中佐歸國

在東京米國大使館附武官ホーン中佐は日米船鐵交換契約の成立に多大の功績あり。其の第一次第二次交換契約に方りてモリス大使を輔けて技術上の顧問たり。契約書の署名者たり。マクレゴイ氏一行の着任まで常に各造船所の交渉相手となりて公

平誠實に盡力したり。然るにマ氏一行の着任と殆んど時を同じうして氏は任滿ち同僚ドルウリー少佐と共に本國に歸る事となりしかば同盟會は別を惜み三月二十一日帝國ホテルに兩武官の盛大なる送別宴を張り兩氏に記念品を贈呈せり。

ホーン中佐の歸國と共に第二次契約書中同氏の名義を用ひある部分に何人を補充すべきやとは直ちに起れる一問題なり。モリス大使は日本に敬意を表する爲め日本人を以て之に充てんと發意し日米雙方の信頼せる澁澤男爵を煩はしたとの提議あり同盟會之に賛意を表し、雙方より同男爵に懇請したるに快諾を得たり。依て爾後契約書中ホーン中佐とある辭句は澁澤男爵と讀むべき事となれり。

(五三) エフ、オー、ビー問題

是れより先米國大使より第二次契約書第五條中 F. O. B. cars, San Francisco 云々とあるは F. O. B. mills の誤りにて本國政府よりの訓電の行違なれば訂正せんことを乞ふとの懇談あり、事の關する所甚だ輕微ならず、然れども之を拒絶せば大使の落度となる恐れありて氣の毒に堪へざるを以て同盟會協議の上製鐵所より海港までの運賃は之を負担し以て金錢上の損害のみは大使の功勞に對して之を忍ぶべきも條約文は變更せざる事とし其の負擔する運賃も契約當時の舊率を適用すべしとの條件を附して回答したるに九月十日附を以てホーン中佐より左の禮狀を送り來れり。蓋し各造船所に取ては非常の讓歩にして運賃總計概算二百四十萬圓の損失なり。其の好意は大使の諒とせし所なるを疑はず。

10 September, 1918.

Messrs. N. Kaneko and R. Asano.

Tokyo, Japan.

Gentlemen:

At the request of the American Ambassador I have to inform you that the United States Shipping Board has managed to arrange that freight rates for the steel shipbuilding materials under the second series of contracts shall be the rates existing at the time the contracts were executed, in consideration of the fact that the shipbuilders have accepted the intended reading of these contracts as "F. O. B. Mills."

The Ambassador further desires me to thank you and all the shipbuilders for the spirit of fairness shown and for your willingness to assist us in correcting an unfortunate error in cablegrams.

It is requested that you, in the name of the group of shipbuilders, write to him or to me confirming this arrangement or else that each shipbuilder write to me to this effect.

Sincerely yours,

F. J. Horne

Commander, U. S. Navy,
Naval Attaché.

右に對し淺野氏の名を以て更に契約當時の舊率運賃即ちシカゴ地方よりは百斤に付四十仙、ピッツバーグ地方よりは同四十五仙を支拂ふも契約文面は改めず桑港其他海港渡し貨車エン、オー、ビーにて造船材料を引渡さるべきものなる事及び第一次交換契約の材料も同一貨率に依るべきものなるやを確むる爲め四月二十日附左の書面をホーン中佐に送れり。

Tokyo September 20th. 1918.

Commander F. J. Horne,
Naval Attaché,
American Embassy,
Tokyo.

Dear Sir:—

With reference to your kind communication of September 10th, the shipbuilders assembled in a meeting have requested us to communicate, on their behalf, to you and to the Ambassador their most sincere appreciation of your kind and earnest efforts to adjust the difficulties relative to the question of inland freight rates on the steel materials under the second series of contracts. As stated in your letter, the shipbuilders will pay the rail freight on these materials at the rates which existed at the time the contracts were executed, that is to say: in the case of materials moved via the Pacific ports the rates will be 40 cents per 100 lbs from Chicago District and 45 cents per 100 lbs. from Pittsburg District. It is understood, however, that there is to be no change whatever in any of the terms of the contracts and that the materials are to be delivered to the shipbuilders f. o. b. cars San Francisco or such other ports as may be agreed upon.

In respect to the materials under the first series of contracts while there is no mention made in your letter we surmise that the same freight rates as above are to be applied. We shall be very glad if you will kindly advise us in regard to this point.

Assuring you again of our appreciation for your good efforts, we remain,

Yours respectfully,
R. Asano.

右に對し九月二十四日附ホーン中佐の返書は舊率運賃の適用は第二次契約の材料のみなる事及び太平洋岸にて鐵材引渡の時は契約文面通り變更なく若し引渡遅延の場合には其れだけ船舶引渡の遅延を許す旨確認せり。左の如し。

24 September 1918.

Mr. Ryozo Asano,
Tokyo Kaijo Building,
Tokyo, Japan.

Dear Mr. Asano:—

In thanking you for your letter of September 20th regarding freight rates, I regret the necessity of informing you that the cable message containing the information of our Government's agreement to the old schedule of freight rates specifically stated that these rates would apply only to steel under the second series of contracts.

It is to be understood that the terms of the contracts as regards dates of delivery of steel at the Pacific Coast are not changed and that delay in delivery of the vessels will be allowed on account of delay in delivery of steel at the Pacific Coast as specified in the contracts.

Sincerely yours,

F. J. Horne,
Commander, U. S. Navy,
Naval Attaché.

右の返書に對し尙ほ念の爲め淺野氏より九月二十六日附を以て左の書面を送り、各社は材料の陸上運賃を負擔するのみにて製造所に於て該材料の引渡を受くるの意味にあらざる事、随つて桑港其他の海港に於て現品引渡を受くるまで輸送中の責任は全然米國政府の負ふ所たる事を重ねて確めたり。

Commander F. J. Horne,
Naval Attaché,

Tokyo, September 26th, 1918.

American, Embassy,
Tokyo.

Dear Commander Horne:—

I beg to acknowledge the receipt of your letter of September 24th and to say that I have duly communicated the information contained therein to the shipbuilders concerned.

Regarding the question of place of delivery of the materials, I beg to take this opportunity to state that, in agreeing to pay the rail freight as per my letter of September 20th, the shipbuilders consider the same simply as an additional payment on account of transportation of the materials; and it is not to be considered that they have agreed to accept the delivery of the materials at the mills. It is distinctly understood that, as per the terms of the contracts, your Government will assume all responsibility over the materials while they are being transported by rail and until they are actually delivered to the shipbuilders f. o. b. cars San Francisco or such other ports as may be agreed upon.

I shall be very glad if you will kindly confirm the above understanding.

Yours sincerely,
R. Asano.

右に對しホーン中佐は後日間違ひを生ぜざらん爲め一應本國政府へ問合せ返事あり次第通知すべしとの左の回答を爲せり。

27 September 1918.

Mr. R. Asano,
Tokyo, Kaijo Building, •
Tokyo, Japan.

Dear Sir:—

Referring to your letter of September 26th, the question of the responsibility for the steel between the mills and the port of shipment may involve arrangements already made in the United States, and before giving you a definite answer it has been deemed best to cable to the United States Shipping Board, in order to avoid a possible later misunderstanding in the United States. As soon as a reply has been received you will be informed.

Yours faithfully,

F. J. Horne,
Commander, U. S. Navy,
Naval Attaché.

而して米國船舶局よりは該責任を負ふ旨の返電ありたるに依り、ホーン中佐は十月三十日左の書面を淺野氏宛にて送り來れり。

30 October 1918.

Mr. R. Asano,
Tokyo Kaijo Building,
Tokyo, Japan.

Dear Sir:—

Referring to your letter of September 26th relative to the question of the responsibility for the steel under Schedule "A" of the second contracts while in transit to the Pacific coast of the United States and to my letter No. 480-A-338 of September 27th on the same subject, you are informed that the United States Shipping Board Emergency Fleet Corporation has agreed to assume all responsibility for this steel while in transit to San Francisco and Seattle.

Yours faithfully,

F. J. Horne,
Commander, U. S. Navy,
Naval Attaché.

此の確報を得て同盟會は全く安堵し、左の書面を淺野氏より送りて本件は茲に結了せり。

Nichiei Sentetsu
Kokan Domeikai,
Tokyo Kaijo Building,
Tokyo.
Nov. 6th, 1918.

F. J. Horne, Esq.,
Commander, U. S. Navy,
Naval Attaché,
American Embassy,
Tokyo.

Dear Sir,

I have pleasure in acknowledging your letter of October 30th No. 480-A-338 relating to the question of the responsibility for the steel in transit. I shall inform the shipbuilders that the United States Shipping Board Emergency Fleet Corporation has agreed to assume all responsibility for this steel while in transit to San Francisco and Seattle.

Thanking you for the information.

百六十四

I am,

Yours faithfully,

Ryozo Asano.

(五四) 設計變更問題

第二次船鐵交換契約第十五條に據れば賣主たる造船者は交換船の建造に就て其の設計圖面及び仕様書を買主たる米國政府或は其の代表者に提出して承認を求めたる上之を契約書に添付して契約の一部と爲し其の設計に合致して建造すべしとの規定あり。依りて各造船所は夫々其の得意とする特色を發揮したる設計圖面及び仕様書を提出したるに、米國政府の代表者たるホーン中佐より頗る多岐に互りたる變更の注文を受けたり。蓋し此の如き煩累は第一次交換船に於ては全く経験せざりし所なり。何となれば第一次は既成の船舶又は建造中の船舶を其儘買主に引渡すにありしが、第二次は新たに材料の供給を受けて船舶の建造を受負ひたる形になり居ればなり。然れども設計は元來買主の作成に基づけるものにあらずして各賣主獨特の伎倆を競はしむるにあれば、之に對し過度の變更注文を課せらるゝは造船者に取りて物質上及び精神上少なからず苦痛となることは自然の理なり。殊に對獨休戰の影響を受けて當初の目的を變更したる跡あるは否むべからざる事實なり。尤も格外の變更注文に對しては相當の代價を支拂ふべしとの事なりしも如何なる程度以上を格外と見做すべきか、又變更の箇條中には到底應諾し難きものもありて何々を承諾し何々を斷るべきかに各社異なりたる意見あり、又固より船に依りて變更注文の箇處も同一ならず。隨つて各社の立場を劃一に見ること不可能なりと雖も、此の場合各船共通の點のみは成るべく一致の步調を取り、他は各社單獨の問題として交渉するを得策とし、先づ其の共通點に就て意見を定むべく、大正八年二月十九日西

部各社より船體部及び機關部専門技師各一名づつ同盟會事務所に集まり、共通點諾否の一覽表を作り、之を西部の確定議として東部に移牒し、東部に於ては同二十一日各社代表技術者の會議を開き西部案に多少の修正を加へ更に西部の再議を経て之を文書に作成し左の書面を添付して三月十四日ホーン中佐に提出せり。(一覽表略す)。

Niehbei Sentetsu Kokan Domeikai,

Tokyo Kaijo Building.

Tokyo, March 14th, 1919.

Commander F. J. Horne,

Naval Attaché,

American Embassy,

Tokyo.

Dear Sir,

With reference to your letters regarding alterations addressed to various shipbuilders, in which you requested them to make comments on the changes in specifications proposed by you, I now beg to hand you herewith a list which has been prepared with concurrence of the shipbuilders concerned. You will note from this list that the builders desire to have you treat some of the alterations as extra work; also that in some instances it is their earnest desire that the original specifications be allowed to stand without any change.

With regard to trial trips, I beg to say that it was the original understanding on the part of all the builders that the trial was to be made with cargo space loaded nearly full. It had never occurred to them that they were required to obtain full loaded condition as proposed in your communications. Now, to meet with your proposal, it would be necessary to fully load the ships at the time of their trials regardless of whether any cargoes are

obtainable. This would be almost an impossible task and would require very large expense. All of the builders, therefore, wish to request that you take the best measure possible at the time of each trial, taking into consideration the matter of available cargo. In respect to the second contracts, the circumstances which led to the use of the phrase "at full cargo load" is well known to yourself as well as to Ambassador Morris. It was not intended to mean that the ships must be loaded to the "full lead line" but that the trials should be made with cargo space nearly full.

Another matter which I wish to mention at this time is in respect to the loss of deadweight on account of extra work being required. The builders expect to be compensated for any decrease in deadweight tonnage an account of the ship's weight being increased by the extra or alterations which may be effected to meet your requirements.

Furthermore, I beg to call your attention to the fact that the attached list covers only the items which are common to all of the builders will be taken up with you by them direct, individual builders will be taken up with you by them direct.

Hoping things will be settled satisfactorily to us all.

Yours faithfully,

(Signed) R. Asano.

右の書面及び一覽表はモリス大使及びマグレゴリー氏へも其の寫を送りて了解を求め置く事とせり。是より先ホーン中佐より金子、淺野兩氏宛にて近日自分歸國すべきに就き其の前に未決の諸問題につき懇談し置き度く都合よき時日指定せられたしとの案内を受けたるが、折悪しく淺野氏病氣の爲め會見の期遷延したるを以て、其の斷りを述べ、且は會見懇談の際主要の問題となるべき前記設計變更の件に關し豫め考慮を求め置く爲め三月八日金子氏はホーン氏へ左の書面を送れり。

拜啓御歸國の期日追々接近致し公私何かと御多忙の御事と拜察致候豫て御書面の次第も有之淺野氏と共に御訪問の上設計變更の件其他重要な諸問題につき御協議に預り度且は新たに着任せられたるマグレゴリー氏へ御紹介をも願度存居候處生憎淺野氏御病氣の爲延引致し遺憾に存候併し御出發の日限も近づき候事故若し尙淺野氏の御都合悪しく候はゞ拙者のみにも數日内に一度上京御面會致度存候御差支なき日時御示し被下候はゞ大慶に存候儲右懸案中の設計變更問題其他に就ては同盟會に屬する各造船所打寄り度々協議致候結果遺憾乍ら多くの點に於て更に御考慮を願ひたきもの有之即ち今回本會より其の決議に依れる委細の條項書面に認め拜呈致し候通りに有之候何れ御面會の御親しく御懇談致度存候へども右は何れも事情已むを得ざるものに有之何卒御同情を以て御考慮の程偏へに願上奉り候義にエフ、オー、ビー問題に就き貴我聊か解釋を異に致し候際契約の文面には明らかに汽車のエフ、オー、ビーとなり居候て各造船所は固く取りて動かざりしを拙者は勉めて和衷の精神に基づき彼等を抑へ枉げて製造場よりの運賃支拂の御提議に同意致させ候事に候へば此度は何卒拙者の面目を立て出来るだけの御讓歩を爲し被下雙方満足の意を表して契約の遂行に喜んで努力致し候様爲さしめられんことを奉懇願候御面談に先だち此儀豫め得貴意候也 敬具

斯くてホーン中佐より十九日午前十時米國大使館に於て會見する旨金子氏へ返電ありたるを以て同日同時大使館に於て左の諸氏會合協定する所ありたり。

米國側 ホーン中佐、ドルウリー少佐、マグレゴリー氏、ルッケンバック氏

日本側 金子氏、淺野氏、今岡氏、陰山氏、安部氏、長崎氏、南氏、香月氏、石橋氏、篠原氏

先づマグレゴリー氏より和衷協同の主旨に就き挨拶ありて金子氏之に答へ、ホーン氏坐長席に着き三月十四日附を以て同盟會より提出したる書面を議題とし逐條審議せしが、速力試験貨物滿載の件に就てはホーン氏より今極めざるも可ならん契約の主旨に従て其の時に臨み満足以解決されん必ずしも文字通りの滿載でなくとも速力の認定のつく方法を取れば可ならんと至

極調和的の意見あり。重量噸數の減少に對する辨償金の件に就ては米國側大體に於て承認し各場合に就て問題とせんと決定し、變更工事の件に就てはルッケンバック氏主として意見を述べ、目下更に設計の立直しを考究中なれば數日内に新修正案を各造船所へ送附すべしとの事にて同盟會より提出の交渉案件は船體の部に於て二十四件、機關の部に於て十三件及び追加一件を協定し、尙(一)製氷機及隔壁、(二)冷蔵庫及冷藏機室、(三)傾斜試験の三點に就き確むる所ありて午後一時半散會せり。

右協定の結果は翌日文書に作成して各社に配付すると同時に米國側の確認を求むべく用意しつゝありし際、ホーン氏よりも同じく同日協定の結果を英文に認め送附し來れり。然るに日本側作成の協定録と米國側作成の協定録とを對照するに聊が相違の點ありて、之を確むる必要を認めしも、ホーン氏は既に三月二十四日を以て歸國し、之をマグレゴリー氏に交渉するの段取となりしが、未だ其の交渉に入らざる先に、ルッケンバック氏より氏が曩に豫告したる通り更に第二次の設計變更案を各社に配附し來れり。此の新變更案は「仕様書の附屬書及び説明書」(Addenda to and Explanation Specifications)と題し數十頁に互れる莫大のものにして、三月十九日協定の事項を含めるは勿論なれども尙ほ他に多くの新修正を加へたるものなり。依て此の新變更案に基づきて交渉の蒔直しを爲す必要起り、五月二十日神戸商業會議所内事務所に於て西部各社技術者の臨時會を開き、小川、佐伯、安部(以上川崎)、渡瀬、本田、金子(以上帝國)、高木(大阪鐵工)、北郷、木村、齋藤(以上三井)、鈴木、秋岡(以上藤永田)、山本(新田)の諸氏出席、ルッケンバック氏提出の「アデнда」に對し各社の意見交換を行ひたる結果、船體の部に於て三十一件、機關の部に於て三十三件の一致點を見たるを以て金子、高木、安部、小川、石橋の五氏を委員とし該決定事項を携へ翌夜上京、二十二日午前十時東部事務所に於て東西聯合會を開き

關西側代表 金子、長崎、柏、安部、小川、高木、水野、湯河、石橋

關東側代表 山本、伊藤、西田、今岡、加藤、香月、進、武田、東條、内田、陰山、小野、富坂、佐伯、篠原

の諸氏出席協議の上、西部決定の案に對し、各社單獨の交渉に譲るを可とするもの十數件を省き、船體の部二十五件機關の部十五件に改め之を確定案として翌二十三日午前十時横濱に於てマグレゴリー氏に交渉する事とし午後五時散會したり。而して右交渉委員には安部、小川、高木、東條、山本、内田、今岡の七氏指名せられ之に石橋、柏、佐伯、篠原の四氏参加し豫定の時刻に會見協議したり。

抑も五月二十三日横濱船政局出張所に於る會議は久しく紛糾せる本問題に關する最後決定的のものにして米國側は主としてルッケンバック氏其の衝に當り東西聯合會の決定案に基づきて逐條審議したるが互讓の態度を以て圓滿に解決し即坐に左の契約書を作成し、日本側より山本、高木、佐伯、石橋の四氏、米國側よりルッケンバック氏各代表記名調印せり。尤も本契約の條項は各社共通のものにに限れるが故に其の以外の問題は各自の交渉問題として隨意協定すべき事と定めたり。

Yokohama, May 23d, 1919.

The specifications submitted by the builders covering the thirty vessels to be constructed in Japan for the United States Shipping Board Emergency Fleet Corporation, supplemented by the Addenda and Explanations submitted to the builders by the Representatives of the Purchaser, are hereby agreed to and accepted as a contract obligation and are to be attached to said specifications and Addenda and Explanation, and are to be recited in such manner as counsel may determine, excepting and changed and/or modified by mutual agreement at meeting of authorized committee of the builders and the representatives of the purchaser, held May 23d, 1919 at the latter's office in Yokohama in the following particulars:—

WOOD MATERIALS:

Where a particular kind of wood is mentioned, such as spruce, oak, etc., in the specifications, it should be understood that it is soft wood or hard wood that is to be supplied and that the wood shall be serviceable and

of as good quality as is commonly used in cargo vessels and suitable for the purpose intended.

ENGINE ROOM SKYLIGHT :

It is agreed that any device that will satisfactorily permit of opening the skylight from below will be accepted.

DAILY SUPPLY TANK :

It is agreed that the daily supply tank shall be filled by hand pump ; also that the same shall be fitted with three taps, one over the sink, one over the galley stove, and one in the passage way outside the galley. It is also agreed that the size of the tank shall be five hundred (500) gallons capacity instead of six hundred (600) gallons.

BITUMASTIC ENAMEL :

It is agreed that bitumastic is to be omitted in the shaft alley except in the recess in the after end of name : also that bitumastic is to be omitted from the engine room.

STEEL WIRE :

It is agreed that any steel wire as good as called for in the specifications will be accepted.

SHEAVES :

It is agreed that the purchaser will accept any suitable and practicable design of sheaves of the lubricated type.

RUBBER DECK HOSE :

Owing to the inability of the part of the shipbuilders to obtain suitable rubber deck hose in Japan, it is agreed that canvas hose testing up to the best possible pressure will be accepted.

STEEL PLATFORM IN SHAFT ALLEY :

It is agreed that the checkered steel platform through-provided in its stead.

TRAPS :

It is agreed that all drains where required are to be fitted with traps, but this is understood to mean sinks, basins, etc. only.

TONNAGE MARKINGS :

It is agreed that the tonnage markings is to be done when the vessel is at a stage of construction which will permit of its being done conveniently.

SCUPPERS :

It is agreed that instead of definitely specifying thirty feet as the proper spacing for scuppers it should be understood that distance may be about thirty feet.

TELEGRAPH TO WHEEL :

It is understood that there shall be at least one telegraph installed to each steering wheel, but in the installation of same each yard is to follow its own practice.

REFRIGERATOR CHAMBER :

It is agreed that the refrigerator chamber may be omitted but suitable space is to be provided for the same incased in steel bulkheads.

GALVANIZING :

It is agreed that all bolts, screws and all other fittings used in connection with wood work are to be galvanized ; also all top rails of pipe rails, and ladder rails ; and such other iron fittings as may be necessary. The ventilator cowls, it is agreed, are not to be galvanized.

DEEP SEA SOUNDING MACHINE :

It is agreed that the deep sea sounding machine shall be Iron Kelvin, or equal.

HATCH COVERS :

It is understood and agreed that all outside hatches, wherever located on ship, are to be furnished with canvas covers.

COOKING UTENSILS :

It is agreed that the shipbuilders are to supply the best possible cooking utensils and galley ounms obtainable in Japan.

HEATING SYSTEM :

It is understood and agreed that the heating system is to be generally as per the specifications, but a small variation to suit the spaces intended to be heated will be accepted.

COMPASSES :

Compasses for life boats are to be of liquid type. It is agreed that liquid compasses may be used for standard compasses provided same are fitted with reduced diameter card, Richie type. Rails and fittings within ten feet of standard compass and stern compass are to be made of brass or bronze.

FORCED DRAFT SYSTEM :

It is understood that the air pressure in the ash pit is not to exceed 1-1/4" of water, nothing in excess of this will be accepted.

PUMPS :

It is understood and agreed that all ships are to be fitted with two independent feed pumps, and are to be provided with ballast, general service and donkey pumps ; and that the sizes of all pumps are to be submitted for purchaser's approval.

PIPING :

It is understood and agreed that where piping passes through bulkheads, in lieu of stuffing boxes sufficient expansion joints are to be fitted and bulkhead flanges are to be used, Builder's practice to be accepted if the same meets with this understanding.

CLOCK AND STEAM GAUGE :

It is understood and agreed that the size of clock may be reduced from eight inches to six inches, and the main gauge from eight inches to seven inches.

REVOLUTION COUNTER :

It is agreed that the revolution counter may be of rectangular type and that same shall be about five inches

by twelve inches in size.

ENGINE ROOM AND BOILER ROOM SPARE PARTS :

It is understood and agreed that engine room and boiler room spare parts are to be supplied in accordance with the requirements of section 10, of Rules and Regulations of Lloyd's Register of Shipping 1917-18, and also as recommended in the above named Section 10 as follows :

- 2 connecting rod or piston rod top-end bolts and nuts.
- 2 connecting rod bottom end bolts and nuts.
- 2 main bearing bolts.
- 1 set of occupying bolts.
- 1 set of feed and bilge pump valves.
- 1 set of piston springs (where common springs are used).
- A quantity of assorted bolts and nuts.
- Crank shaft.
- Propeller shaft.
- Propeller, or full set of blades.
- 1 pair of connecting rod brasses.
- 1 pair of cross head brasses.
- 1 set of link brasses.
- 1 eccentric strap complete.
- Air pumps rod.

Circulating pump rod.

H. P. valve spindle.

L. P. valve spindle.

1 set of check valves.

6 cylinder cover bolts.

6 junk ring bolts.

4 valve chest cover bolts.

2 dozen boiler tubes

3 dozen condenser tubes.

1 cylinder escape valve and spring.

1 set of safety valve springs.

A sufficient number of valves for feed and ballast pumps.

It is agreed that spare blades may be either cast-iron, semi-steel or cast-steel.

PLANS :

It is understood that only the following plans are to be supplied on cloth, namely, rudder and stern frame, midship section, general arrangement, piping arrangement, and docking plan; all other plans requested of the shipbuilder to be in blue-print form only.

APPLICATION :

It is agreed by and between the parties signing this supplemental agreement that the builder's specification and the Addenda and Explanation of the same shall be considered as attached to and made a part of each and every contract between the various shipbuilders and the United States Shipping Board Emergency Fleet Corpora-

tion, and by signing this supplemental agreement the Authorized Representatives of the shipbuilders acknowledge this understanding.

(signed) P. Y. Saeki.

(signed) T. Ishibashi.

(signed) K. Yamamoto.

(signed) S. Takaki.

AUTHORIZED REPRESENTATIVES OF
THE NICHIBEI SENTETSU KOKAN
DOMEIKAI OF TOKYO AND KOBE.
UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION.
By J. L. Luckenbach.

(五五) モリス大使歓迎會

米國大使モリス氏が着任早々船鐵交換の國際的大問題を解決して我が國家及び米國の爲に多大の貢獻を爲せるは日本國民の均しく感銘せる所なり。殊に同問題に因縁最も深き關西の交換同盟會員は一度氏を迎へて感謝の意を表せんことを熱望し居たるも、氏の公務多端なる未だ其の機會を與へざりしが、五月下旬僅に數日の暇を待て京洛の地に遊ぶと聞き、同盟會は此機を逸すべからずと五月二十八日正午大使一行を兵庫常盤花壇に請待せり。

主賓は大使の外、前駐伊大使ポッター氏、通譯官オルトマン氏、神戸駐在領事フレイザー氏にして歓迎會委員西川、安部、木村、森氏等早朝より會場の準備に當り、柏、石橋の二氏は大阪まで出迎へ大使一行と同車して十一時五十分神戸停車場に着し、大使は鈴木家差廻しの自動車にて會場に向へり。此の際鈴木岩藏、金子直吉二氏停車場へ出迎へたり。

一行會場に着するや先づ休憩室に入り主人側諸氏と歡談少時にして樓上の宴會場に移る、宴酣にして金子氏の歓迎挨拶あり、之に對し大使は左の演説を爲せり。

米國政府が參戰の結果として鋼鐵材料の輸出禁令を斷行するの餘儀なきに至りたるは予が就任早々の際にして予の日本に到着するや神戸、大阪、東京其他の重要な都市に於て輿論は囂々たりき

予は新任早々日米關係を圓滿ならしめる爲には是非此の問題を解決したしと考へ居たり其の解決の方法として遂に日米船鐵交換の議起り此の事に關し日本實業家諸君と直接交渉を開始するを喜びたり

予は何等此の事に關する智識も經驗もなかりしに日本の實業家諸君の代表者就中造船業者諸君の代表者と交渉を重ねるに至り圖らずも予が多年知らん事を希望せし日本商工業其もの及び日本實業家に關する事情を學ぶを得たるものなり

予が日本の實業家の代表者と此の事件に關して交渉中に得たる經驗は予が米國に於て多年辯護士として得たる經驗に優るとも決して劣るものに非ず而もこの日米船鐵の交換たるや吾人に大なる教訓を與へたり即ち日米兩國の間物資の交易に於て所謂通商上の利害關係非常に重大なるものにして兩國相互の間にインターデペンデンス(相倚相扶)の關係ある事實の一端を示すものなり實にこの事は予も諸君も忘却すべからざるものとす、而して通商上の相倚相扶的關係が一の國家と他の國家との親善的關係を持來すものとせば日米船鐵交換は實に其の一例にして今後此の種の事の増加は予の諸君と共に希望するところなり今日此の鄭重なる歓迎を蒙り一言挨拶する此くの如し

尙ほ終りに臨み予をして一言個人的の思出を語らしめ抑も予が日米船鐵交換の契約を締結するに當り諸君を代表し數ヶ月に互り予と米國大使館の事務室に於て交渉を重ねられたるは實に金子直吉氏其人なり金子氏の賢明にして而も耐忍力に富まれ機敏にして而も公平なる判断力と寛大の態度を持し能く幾多の困難を排し遂に此の契約を纏められたるは予の不斷賞讃措く能はざる處なり此くの如き偉大なる人物には辯護士就職後二十五年來未だ曾て接觸したる事なし此の點に關し

この偉人を市民の一人として有し居らるゝ神戸市及び神戸實業家諸君は大に日本實業界の誇とすべきなり云々
次で松方幸次郎氏乾杯の辭を述べ三鞭の杯を擧げて一同大使の健康を祝す。午後一時半撤宴別席に移りて餘興を演ず。同二時半終了、大使と金子氏と膝を交へて懇談數刻、同三時一行は大満足の意を表して去り、大使は鈴木家の自動車にて關西學院に向へり。同時に一同散會せり。

大使が關西學院の演説を終へてオリエンタル、ホテルに投宿するまで柏、石橋二氏同盟會を代表して送り翌夜京都に向つて出發の際亦停車場に見送り、同日元居留地外人墓地に於て大使一行臨席して祭典を舉行せるに付同盟會より花輪を贈りたり斯くて大使に對する誠意は十分に披瀝するを得たり。

(五六) イースターン、ソード引繼

大正八年六月三日附を以て株式會社旭造船所より同社引受船イースターン、ソードの建造を浦賀船渠株式會社へ譲渡したる旨通知ありたり。左の如し。

拜啓益御隆盛賀上候陳者當社引受の米國政府の注文に係る船舶五千五百噸型壹隻の建造方に付今般浦賀船渠株式會社と當社との間に契約成立致し米國政府に對する保證人増田貿易株式會社も同意の上米國政府の承認を得て同船舶の建造契約を全然當社より浦賀船渠株式會社に譲渡候事に相成候間同盟會に關する事項は今後浦賀船渠株式會社へ御通知被下度此段得貴意候 敬具

大正八年六月三日

大阪市西區南恩加島町地先

株式會社旭造船所

常務取締役

武

田

林

一

日米船鐵交換同盟會

西部事務所 御中

(五七) 契約第五條修正

第二次日米船鐵交換契約第五條に據れば

第四條記載の鐵材契約價格は鋼板一斤に付三仙四分の一、型物一斤に付三仙、丸棒一斤に付二仙十分の九にして買主は前記鐵材を加州桑港又は賣買當事者間に合意する米國太平洋岸若くは大西洋岸の他の一港にて貨車のエフ、オー、ビーを以て引渡す事を約す、而して該鐵材の全部或は一部が輸送の途中に於て喪失し或は壞滅したる場合には買主は出来る限り速に上記價格を以て代品を供給する事を約す

との規定あり。而して右規定中エフ、オー、ビーに關して米國側と日本側との間に解釋を異にして難問に陥りしが、日本側は竟にモリス大使の立場に同情して、製造所より海港までの運賃を舊率にて負擔する代り條約の文面は變更せず鐵材輸送中の責任を米國政府にて引受くべしとの條件にて讓歩解決したることは第五十三章、エフ、オー、ビー問題の條下に於て詳説したる通りなるが、右に關しマダグレゴリー氏は大正八年九月二十二日船舶局監督官の命なりとて之を覺書に明記し以て契約第五條の修正に充てんと提議し來り其の作成に係る覺書文案を封入して各社の意見を徴したり。覺書文案中最も肝要の點は左の二項に在り。

The Seller in addition to the prices specified for the material mentioned in Article V of the said Agreement No.....Hull No....., agrees to pay the inland freight on said materials at the rates existing at the time said

agreement was signed, that is the rail freight existing.....1918, from the mills in the United States where the shipments originate to the Port of San Francisco or such other Port of the United States as might be agreed upon.

The Purchaser agrees to assume all responsibility for safe delivery of said materials to San Francisco or to such other ports in the United States, as might be agreed upon, that the dates of delivery of said materials shall not be changed, and that if delay occurs in such delivery it will agree to a corresponding delay in delivery of the steamship to be constructed under said Agreement.

然るに同盟會に於ては之を其の儘同意する時は他日更に紛紜を生ぜん虞れあるを以て、此の種覺書を作成して第五條の補修と爲さんと欲する以上は何等疑義を遺らざる完全なる文書に之を改めざるべからず。第一は賣主の負擔する運賃を契約當時の舊率即ち市俄古地方よりは百斤に付四十仙、ビツバーク地方よりは同四十五仙と明記する事、第二は買主が鐵材輸送中の責任を負ふと云へる辭句に「船側まで」との文字を加へて契約書附屬スケヂュールに明記しある通り責任の終る地點を明示し置く事、此の二點を補足し置くの必要ありとて左の通り辭句修正の對案を作り、之をマクレー氏に送附したり。

The Seller, in addition to the prices specified for the material mentioned in Article V of the said Agreement No.....Hull No....., agrees to pay the inland freight on said materials at the export rates existing at the time said agreement was signed that is the rail freight existing May.....1918, from the mills in the United States where the shipments originate to the ship-side in the port of San Francisco or such other port in the United States as might be agreed upon, (that is to say, 40 cents per 100 lbs. from Chicago District and 45 cents per 100 lbs. from Pittsburgh Districts.)

The purchaser agrees to assume all responsibility for the safe delivery of said materials to the ship-side

at San Francisco or at such other ports in the United States, as might be agreed upon, that the dates of delivery at ship-side for said materials shall not be changed, and that if any delay occurs in such delivery, it will agree to a corresponding delay in delivery of the steamship to be constructed under said Agreement.

(右の内横線を施したる文字は即ち同盟會の加筆なり)

然るに大正九年二月十四日マクレー氏は更に左の如く米國船舶局法務部の再修正案を提出し來りたり。

1. The Seller in addition to the prices specified for the material mentioned in Article V of the said Agreement No..... Hull No..... agrees to pay the inland freight on said materials at the export rates existing at the time said agreement was signed that is the rail freight existing May1918, from the mills in the United States where the shipments originates to the ship-side in the port of San Francisco or such other port in the United States as might be agreed upon: that is to say, 40 cents per 100 lbs. from Chicago District and 45 cents per 100 lbs. from Pittsburgh District; it being understood that Seller is not relieved from paying, and Seller hereby agrees to pay, all charges for demurrage, storage, wharfage, loading, unloading and all other extra charges arising from failure of Seller or its agent to receive above materials upon their arrival at such United States Ports.

2. The purchaser agrees to assume all responsibility for the safe arrival (delivery) of said materials at (to) the shipside at San Francisco or at such other ports in the United States, as might be agreed upon, that the such of delivery at ship-side for said materials shall not be changed; and that if any delay occurs in the arrival of said materials at such U. S. Ports (such delivery), it will agree to a corresponding delay in delivery of the steamship to be constructed under said agreement.

3. Except as hereinbefore expressly modified, said original Memorandum of Agreement shall remain and continue in full force and effect.

4. The Guarantor becomes a party to this Agreement for the purpose of consenting and it hereby consents to the foregoing modification or amendment to the said Agreement No.....Hull No.....

(右の内單横線を附したる文字は同盟會の加筆にして、二重横線を附したる文字は船舶局法務部の加筆なり)

右に對し同盟會は船舶局法務部が新に記入したる「但賣主は延滞料、倉敷料、埠頭料、積込料、荷卸料、その他賣主或は其の代理人が右材料の米國港に着したる際受取らざりしより生じたる一切の諸掛り費を支拂ふことを免るゝを得ず、賣主は之を支拂ふことを約す」との文字は到底同意し難しとし、其の理由を述べたる左の書面を二月十九日附にて回答したり。

Nichiei Sentetsu Kokan Domeikai,

Tokyo Kaijo Building,

Tokyo.

February 19th, 1920.

Mr. John A. McGregor,
Special Representative
United States Shipping Board
Emergency Fleet Corporation,
73 Main Street, Yokohama.

Dear Sir :

With reference to the pro forma copy of the Memorandum of Agreement which was handed over to me by your good self on the 14th inst., I beg to say that I immediately submitted the matter to our Association, who requested me to inform you that they made a great concession in agreeing to pay the rail freight at the rate of 40 cents per 100 lbs. from Chicago Districts and 45 cents per 100 lbs. from Pittsburgh Districts, in consideration of which your Government consented to assume all responsibility until the materials were actually delivered to the shipbuilders F. O. B. cars San Francisco or such other ports as might be agreed upon, it being then understood that all the terms of the original contracts should remain unchanged.

Again the car permit from the U. S. Railroad Administration was not issued unless the export agent of the U. S. Railroad Administration together with the shipping agent of the Emergency Fleet Corporation actually saw that we had the firm freight contract with the steamship company. Therefore, the delay in delivery of materials lies entirely on your Government.

Furthermore, I take opportunity of advising you that we were very often claimed to pay damage by the steamship company for the failed deadweight freight, arising from the failure of the Railroad Administration to deliver materials in time for the sailing of Steamers.

For the reasons given above as well as from the wording in the Schedules, it is quite clear that all charges for demurrage, storage, wharfage, loading, unloading, etc. are to be paid by the Purchaser, not by the Seller, thereby the insertions and alterations suggested by your Head Office not being well justified.

They, therefore, asked me to communicate to you their strong request that your Government would accept formally the insertions justly made by the shipbuilders on Oct. 11th, 1919, since their insertions only clearly express what has been already agreed and understood.

Finally I hope, on their behalf, you will be good enough to refer the whole matter to your Head Office for approval,

Yours faithfully,

(Signed) Ryozo Asano.

グレゴリー氏は之を本國船舶局に稟申して其の指令を待ち居たるに四月十七日に至り、マツレユー氏自ら同盟會事務所に来、愈、米本國より日本側主張の通り決定せりとの電報に接したる旨回答あり、本問題有利に解決す。其の結果デマレージは當然日本側の負擔にあらむること確定せり。

その後マツレユー氏より正式に左の覺書を各社に送附し、各社夫々調印せり。

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made in triplicate, of which this is one, this.....day of April 1920, by and between the UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION (hereinafter referred to as the Purchaser) by JOHN A. MCGREGOR, party of the first part and the..... (hereinafter referred to as the Seller) by....., its party of the second part and..... (hereinafter referred to as the Guarantor). party of the third part WITNESSETH:

WHEREAS, on the.....day of.....1918, the Purchaser and the Seller entered into an agreement for the construction by the Seller and the sale to the Purchaser of a steamship of.....tons deadweight in accordance with the terms and provisions of the Memorandum of Agreement executed on that day, which Memorandum of

Agreement has been identified by the parties thereto as No.....Hull No.....AND

WHEREAS, on the.....day of.....1918, the Guarantor signed executed and delivered a guarantee wherein it guaranteed and agreed to stand surety for the due performance by the Seller of the aforesaid Agreement No.....Hull No.....AND

WHEREAS, the Purchaser and the Seller are desirous of amending Article V of the aforesaid Agreement No.....Hull No.....

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Purchaser and the Seller for and in consideration of the promises, covenants and agreements hereinafter contained have each with the other promised covenanted and agreed and do hereby promise, covenant and agree as follows:

The Seller, in addition to the prices specified for the materials mentioned in Article V of the said Agreement No.....Hull No.....agrees to pay the inland freight on said materials at the export rates existing at the time said agreement was signed, that is the rail freight existing.....1918, from the mills in the United States where the shipments originate to the ship-side in the Port of San Francisco or such other Ports in the United States as might be agreed upon; that is to say forty (40) cents per lbs. from Chicago District and forty-five (45) cents per 100 lbs. from Pittsburgh District.

The Purchaser agrees to assume all responsibility for the safe delivery of said materials to the ship-side at San Francisco or at such other ports in United States, as might be agreed upon, the dates of delivery at ship-side for said materials shall not be changed, and that if any delay occurs in such delivery it will agree to a corresponding delay in delivery of the steamship to be constructed under said Agreement.

The Guarantor becomes a party to this Agreement for the purpose of consenting and it hereby consents of the foregoing modification or amendment to the said Agreement No.....Hull No.....

IN WITNESS WHEREOF the parties hereto have affixed their signatures by their duly authorised representatives the day and year first above written, at Yokohama, Japan.

In the Presence of:

UNITED STATES SHIPPING BOARD
EMERGENCY FLEET CORPORATION.

.....
.....
.....

By.....
By.....
By.....

(五八) 引渡船寄港地問題

契約第二十五條に據れば交換船引渡の際日本より米國までの航海を傭船に附し又は其間載貨の運賃を收得するの權を賣主に與へあり。元來交換船の引渡し場所を米國の一港と爲し而して右の往航運賃所得を賣主に賦與したる所以は契約の當時海運界旺盛を極めたる時代にして、一噸百七十五弗の船價が日本市場の時價に比し非常に低廉なりし埋合せに此の特典を附したるに外ならざりしなり。然るに歲變り月移りて愈々交換船竣功に近づきし頃には世界の形勢既に激變を來し、海運界は漸く秋風落莫の色を呈せんとするに至りしかば、寧ろ日本に於て引渡すを便とするものありて、米國に於ても之を望む事情ありとの報に接し、一度び其の交渉を開始したれども竟に成らず。此に於てか載貨の蒐集に就て亦苦心を要するものあるに至り、交換船引渡の處女航海に本邦拔錨後日本以外附近の諸港に寄港して貨物積込の便宜を許されんことをマダレゴー氏に交渉したるに氏は其の事情を諒とし船舶局に向つて再三電照したる結果、竟に大正八年十二月三日附を以て左の書面を同盟會に送附し來れり。

December 3d, 1919.

Nichiei Sentetsu Kokan Domeikai,
Tokyo Kaijo Building
Tokyo Japan.
Dear Sir:—

Attention Mr. P. Y. Saeki Secretary:
JAPANESE CONTRACTS—VOYAGE FROM JAPAN
TO UNITED STATES DELIVERY PORTS

As a result of my persistent efforts with the officials of the United States Shipping Board to grant permission to the shipbuilders having contracts with the United States Shipping Board Emergency Fleet Corporation to allow the vesse's to collect any necessary balance of cargo at ports outside of Japan on their internal voyage to United States ports of delivery, I am glad to inform you that I am in receipt of a cable message which gives me some measure of discretionary authority by which I am enabled under certain circumstances, to ameliorate the provisions of Article XXV of the contracts in instances where they might prove unduly onerous to the Japanese builders.

I think it well however, to state that the Shipping Board is very loathe to consent to any departure from the terms of Article XXV of the shipbuilding contracts which limits the vessels to securing cargoes at Japanese ports only. Nevertheless by the cablegram received I am permitted, in such extreme cases as may be justified by the conditions then existing to exercise discretionary authority and allow the vessels to secure some cargo at ports outside of Japan. It must be clearly understood that where such permission may be given it is upon the express understanding and agreement of the shipbuilders that the vessels proceeding to certain previously designated ports outside of Japan for cargo shall, when sufficiently loaded, proceed without delay upon their voyage directly across the Pacific to some United States port on the Pacific Coast which shall be the port at

which such vessel or vessels shall be delivered to the representatives of the United States Shipping Board Emergency Fleet Corporation.

In view of the limited nature of the discretionary authority vested in me, I respectfully beg that the shipbuilders will use every effort against any abuse of the privilege which, upon being satisfied the occasion is warranted, I may be happy to extend to them. It must not be taken for granted that the shipbuilder will be allowed to send or charter a vessel anticipating that it may proceed in an absolutely light condition to a port outside of Japan with the idea of taking a full cargo therefrom for a United States port on the Pacific Coast. This, I am sure, would be straining my authority.

Before I can permit any vessel to proceed to ports outside of Japan the shipbuilder must arrange that as much cargo as possible be secured for it in Japanese ports. Then if, upon investigation, I am satisfied as to the necessity for procuring additional cargo elsewhere I will be glad to give earnest consideration to this condition.

By ports outside of Japan, I mean Dairen and or Shanghai only, no other ports than these two being contemplated by me at this time.

If after having absolutely exhausted every means to secure sufficient cargo in Japanese ports for any vessel built for the United States Government under these contracts the necessity for securing additional cargo can be conclusively demonstrated, I will be glad to give careful consideration to the request of any shipbuilder that permission be granted to mentioned for this purpose.

I particularly request that no steps contemplating sending a vessel outside of Japan for cargo to be taken without the matter having first been arranged with and no action will be binding upon the United States Shipping Board Emergency Fleet Corporation until a supplementary agreement entered into between the parties in interest (the United States Shipping Board, the Shipbuilding Company and the Guarantor) modifying the terms

of the contracts to cover such action shall have been executed.

May I respectfully request that you will promptly acknowledge the receipt of this communication and will you also have copies thereof prepared without delay sending one to each of the Shipbuilding Companies having Contracts with the United States Shipping Board Emergency Fleet Corporation and one copy to Mr Ishibashi at Kobe.

Assuring you of my continued regard and esteem, I beg to remain,

Yours very truly,
Special Representative.

之に對し同盟會は協議の上佐伯氏の名を以て左の返書を送り本問題を結了せり。

Nichiei Sentetsu Kokan Domeikai
Tokyo Kaijo Building,
Tokyo,
December 23rd, 1919.

Mr. John A. McGregor,
Special Representative
United States Shipping Board
Emergency Fleet Corporation,
Yokohama, Japan.

Dear Sir:

In reply to your kind favor of December 3rd regarding the voyage from Japan to U. S. ports of Delivery, I beg to say, first of all, that the shipbuilders asked me to thank you, on their behalf, for your kind efforts and assurances kindly given to them.

As suggested by you, the shipbuilders will use every effort to secure cargo in Japan as much as possible, and in such cases as may be justified by the condition then existing, they will take the liberty of finding additional cargo at some ports outside of Japan, namely, Dairen and Shanghai.

But if in extreme cases in spite of their persistent efforts, they should still fail to secure enough cargo even in such places and the vessels have to proceed to the ports of delivery in a light condition which I hope will never be the case, the shipbuilders concerned want you to kindly do them the favor of giving further consideration and guidance in the matter.

With assurances of continued regard and esteem of myself and all the shipbuilders, I remain,

Yours faithfully,

P. Y. Saeki,
Secretary.

其の後十二月三十一日附を以てインダゴロー氏より又左の書面に接せり、記して補遺とす。

December 31st, 1919.

Mr. P. Y. Saeki, Secretary,
Nichibei Sentetsu Kokan Domeikai,

Tokyo Kaijo Building,
Tokyo, Japan.

Dear Sir:—

Following my interview with you on the 22nd instant, I telegraphed to the United States Shipping Board, Division of Operation, Washington, D. C. as Follows:—

“To facilitate delivery vessels Pacific Coast it is satisfactory allow vessels take cargo coal from Japan port discharging Honolulu thence San Francisco or Seattle with such cargo as they can secure Honolulu (stop) vessels not equipped wireless would this prevent clearance from Honolulu to Pacific coast delivery port (stop) Rush answer. McGregor.”

in reply to which I have to-day received two messages reading as follows:—

(A) “In connection with your telegram of the 22nd, vessels built in Japan will arrive here under Japanese flag, therefore special permission will be required for carrying cargo from Honolulu, excepting however perishables. An additional tonnage is not required between the States and Honolulu, we are opposed to granting such permission however not applicable (?) to vessels carrying coal from Japanese ports to Honolulu. Shipping Board.”

(B) “In reference to your telegram of the twenty-second clearance of vessels from Honolulu will not be prevented by absence of wireless, unless more than 49 persons are on board. The Board desires to be advised whether or not personnel exceeds 49, in order to make arrangements to install apparatus at Honolulu.”

You will therefore understand that there is no objection to taking a full or part cargo of coal to be discharged in Honolulu and after discharging the coal at Honolulu the vessel may proceed to its delivery

port on the west coast of the United States, presumably either Seattle or San Francisco, in a light condition or with such general cargo as it may have collected in Japan for United States west coast port of delivery.

I gather from telegram (A) above referred to that there may be some objection to collecting cargo at Honolulu for United States delivery port but it may be that this could be effected by special permission if there was any available cargo at Honolulu. It is of course understood that vessels cannot take a cargo of coal for Honolulu and proceed from there to any port in the United States except on the west coast.

From telegram (B) above quoted it appears that clearance at Honolulu would be denied vessels not equipped with wireless whose crews exceed fifty persons, I gather from this telegram, however, that this difficulty would be overcome by the Shipping Board arranging to install wireless apparatus at Honolulu if notified in advance so that they might make the necessary arrangements.

Trusting this information may be helpful, I am,

Very truly yours,

(Sgd.) John A. McGregor,

Special Representative.

(五九) マ氏及ル氏叙勳

米國船舶局派遣員マグレゴリー氏及びルッケンバック氏は着任以來誠意と公平とを以て事に當り、船鐵交換の大事業を遂行するに著大の功績あり、又之が爲に日米の親善を進むるに貢献少なからざるを認められ、兩氏に叙勳の御沙汰あり、孰れも勳三等に叙しマグレゴリー氏は旭日章をルッケンバック氏へは瑞寶章を賜はりたり。其の傳達式は大正九年四月十七日遞信省

に於て行はれ、同盟會より阪本一、今岡純一郎兩氏立會ひ、遞信大臣野村卯太郎氏より恭しく交付あり、マグレゴリー氏感激して滿腔の謝辭を陳べ、面目を施して退下したり。此の日ルッケンバック氏は上海に旅行不在中なりしを以て同氏の勳章は後日傳達せられたり。蓋し兩氏の叙勳に就ては同盟會は其の發意者にして此の結果を見るまで相當盡力したり。

(六〇) モリス大使送別會

米國大使モリス氏は本國政府の命に依り歸國する事となりたるを以て同盟會は五月十日午後七時東京帝國ホテルに於て盛大なる送別會を催せり。陪賓には大使館員全部及び石井子爵、目賀田男爵、佐藤愛麿氏等を請待せしが、宴酣にして淺野總一郎氏の送辭に對しモリス氏の答辭あり、餘興として諷刺畫家北澤樂天氏の即席揮毫に清興盡さず、十時散會したり。尙ほ大使に對し記念品として銀製御座船を贈りたり。而して大使は五月十五日エンブレス、オヴ、ランヤにて横濱出帆歸國の途に就きしかば同盟會より篠原氏之を見送り大使夫人に花籠を贈りたり。

(六一) マ氏及ル氏送別會

マグレゴリー氏及びルッケンバック氏も其の任務を終了し六月中旬歸國すべしとの事に、同盟會は六月七日午後七時上野精養軒に於てマ氏父子及びル氏を主賓として盛大なる送別會を催せり。陪賓は横濱船舶局員及び泰遞信次官、金子子爵、斯波男爵等にして會場全部に意匠を凝らして特別の裝飾を施し、諸種の餘興を以て娛樂に供したるが、宴酣なる頃渡邊嘉一氏主人側を代表して送別の辭を述べ、マグレゴリー氏之に答へ、夫れより金子子爵、ルッケンバック氏等卓上演説を試み、主客非常の満足を以て十時散會したり。兩氏へは各記念品としてモリス大使に贈りたると同一の銀製御座船を贈り、六月十四日サイ

ベリア丸にて國歸の際同盟會より石橋、篠原二氏之を見送り、マ氏夫人、同若夫人及ビル氏夫人へは花籠を贈れり。
マ氏及ビル氏は歸國後各船造所に向つて返禮として立派なる置時計を一箇づゝ寄贈し來れり。

(六二) 船舶引渡遅延釋明書

交換船の建造及び引渡が米國より供給さるゝ材料遅延の爲め意外に延引したる事は第五十章に於て既記せし通りなるが、大正九年五月に至りては最早大半引渡しを了し、マグレゴ―及ビルツケンバック氏も任務を終りて歸國の期迫りたるに依り、右引渡期日が契約面より遅延したる理由を文書に認め、依て以て各造船主が何等責任の負ふべきものを明かにし、最終の割拂金受取に支障ならしむべしとてマグレゴ―氏は米國辯護士カウフマン氏を法律顧問とし、各社より各船の引渡遅延釋明書を調成提出せしめたり。而してマ氏は之を携へて歸國したれば本國船舶局に於ても此點に就て異議を挟む餘地なきに至りたり。

(六三) 鐵價問題解決

モリス大使歸國し、マグレゴ―氏亦歸國せり。而して尙ほ跡に残れる一の重要問題は所謂鐵價問題なり。此の問題は由來する所遠く、且つ解決至難と見做されたるものなり。依て少しく既往に遡りて其の經緯を詳述せざるべからず。抑も本問題に就き公然交渉の端を啓きたるは大正八年七月三十日附を以て米國船舶局造船部支配人マツコーリン氏より横濱マグレゴ―氏宛にて送り來りたる左の書面なり。

UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION

PHILADELPHIA, PA, July 30th, 1919.

From: Ship Construction Division.

To: Special Representative in Japan & China,

Mr. John A. McGregor, 73 Main Street,
Yokohama, Japan.

Subject: JAPANESE VESSELS—PRICE OF STEEL

1. The question has come up as to whether the price given in the contract at which we are to furnish steel f.o.b. mills for the Japanese ship is a flat rate or a bass rate.
2. The Japanese agents have brought is to our attention that we are billing the shipbuilders with extras above the base rate, and their contention is that it was the understanding that the prices quoted are flat rates and not base rates.
3. A number of our contracts with shipbuilders in the United States specify that the prices given are base rates and in a great number of the contracts this was omitted, but it is considered a base rate in all cases. We would like to have you advise us what is the Japanese practice and whether they have a system of base prices and extras added or whether their dealings are all on a flat rate.
4. We would like to have your recommendation as to what you think was understood by the Japanese when the contract prices were agreed to.

Please cable this information.

P. J. McAULIFFE,

Manager, Ship Construction Division.

By:
Head. Steel Ship Section.

右書面中第二項に日本各社の在紐育出張員が契約第五條記載の鐵材價格を基本値段インスタンライズにあらすして込値段プラットフォームなりと主張せる旨を述へあるは是より先造船所の受取りたるインボイス面に往々契約價格以外の増値段の記載ありしを以て同盟會の問題となり東西一致の決議を以て之を不當と認め、在紐育同盟會代表者に向つて、込値段設の主張を命じたる結果なり。此に於てマシムロー氏は右の書面を淺野氏に交付し正式に同盟會の意見を徴する事となりたり。其の書狀左の如し。

UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION

October 6th, 1919.

Mr. Ryozo Asano,
The Nichiei Sentetsu Kokan Domeikai,
Tokyo Kaijo Building,
Tokyo, Japan.

My Dear Mr. Asano: JAPANESE CONTRACTS—PRICE OF STEEL

When I was in your office some time ago, I left with you a letter addressed to me by the United States Shipping Board Emergency Fleet Corporation with reference to the question of actual prices at which the ship steel was to be charged to the various shipbuilders; that is, whether the prices mentioned in the contracts were to be regarded as base prices according to the usual practice, or whether extras, where they occur, were not to be considered.

The head office is awaiting my reply, and I shall be glad to hear from you at your early convenience after you have arrived at a determination upon this question.

Yours very truly
John A. McGregor, (Signed)
Special Representative.

之に對し同盟會協議の上同盟會は契約の鐵價を込値段と認むる旨左の返書を淺野氏の名を以てマシムロー氏に發せり。
Nichiei Sentetsu Kokan Domeikai.
Tokyo Kaijo Building,
Tokyo,
October 11th, 1919.

Mr. John A. McGregor,
Special Representative
United States Shipping Board
Emergency Fleet Corporation,
Yokohama, Japan.

Dear Sir:

With reference to your further inquiry of the contract price of the steel materials mentioned in Article V, I beg to state that by forwarding the copy of Mr. P. J. McAuliffe's letter which was handed over to me by your good self, I submitted the matter, in due time, to our association and they requested me to communicate to you their most sincere appreciation of your kindness and frankness in which you have chosen to deal with this subject.

In this respect, I beg to say that the members all agree that the prices given in the contracts are to

be regarded as flat rates, not base rates.

Furthermore I beg to say that the idea of base rates never occurred to them on account of the very nature of the arrangement and from the fact that the materials furnished were for the definite purpose of constructing the vessels for the Shipping Board.

In view of the above I sincerely hope that you will give your kind consideration and make your recommendation to your Head Office.

Thanking you in advance,

Yours faithfully,

R. Asano (signed)

同時に同盟會は東京、横濱、神戸、大阪の各商業會議所に向つて「日本に於ては鐵材を買入るゝ際其の契約書に特に代價を基準値段（ベース、プライス）と明記せざる時は其の代價は正味値段（フラット、プライス）なりと一般に認むるの習慣なりや或は特に明記せずとも之を基準値段と見做す習慣なりや」との問合せを爲し、其の回答は横濱商業會議所の「日本に於て商人が鐵材を買入るゝ際其の契約書に特に基準値段（ベース、プライス）と明記せずして代價を定めたるときは其の代價は正味値段（俗に込値段と云ふ）フラット、プライスなりと認むるは一般の習慣に有之候」と云へる如く、何れも辭句の大同小異こそあれフラット説を證明するに一致せるものなりしを以て、之を公平なる第三者の證言と做し、同盟會の主張を裏書するの用に供したり。

マクレゴ一氏は同盟會の主張を諒とし本國船舶局へ其の通り解釋せんことを助言せる旨十月二十一日附を以て同盟會へ通知し來れり。即ち左の如し。

UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION

October 21st, 1919.

Mr. Ryozo Asano,
The Nichiei Sentetsu Kokan Domeikai,
Tokyo Kaijo Building,
Tokyo, Japan.

Dear Sir:

JAPANESE CONTRACTS—PRICES OF STEEL MATERIALS

I beg to acknowledge with thanks receipt of your letter of 11th instant advising that, as to the question of the contract prices of the steel materials mentioned in Article V of the several shipbuilding contracts, you submitted the matter to the members of your Association and they are all agreed that the prices given in the contracts are to be regarded as flat rates and not base rates.

I have accordingly transmitted this understanding to headquarters at Philadelphia, also my recommendation that the prices mentioned shall be regarded as flat rates in accordance with your understanding.

Yours very truly,

John A. McGregor (Signed)
Special Representative.

同盟會はマ氏の好意を多謝すべく佐伯氏の名を以て左の書面を送り、同時に在紐育代表者へ此の次第を電報せり。

Nichiei Sentetsu Kokan Domeikai,
Tokyo Kaijo Building,
Tokyo.

11
October 24th, 1919.

Mr. John A. McGregor,
Special Representative
United States Shipping Board
Emergency Fleet Corporation,
Yokohama, Japan.

Dear Sir:

I beg to acknowledge with thanks receipt of your kind favor of October 21 re Price of Steel, in which you advise that you have kindly transmitted your recommendation to your Head Office in accordance with our understanding that the prices of steel shall be regarded as flat rates.

I take pleasure in informing you that the kindness and the spirit of fairness you have shown in dealing with this subject are highly appreciated by the shipbuilders, who requested me to express, on their behalf, their hearty thanks to you for your kind efforts.

Thanking you again for your kindness,

Yours faithfully,

P. Y. Saeki (Signed)
Secretary.

在紐育代表者橋本梅太郎氏は右の電報に依り直ちに各社出張員を召集し其の次第を報告したるが、好結果を得ること最早期して竣つべしとの意を返書し來れり。左の如し。

ASANO & COMPANY

New York, November 22d, 1919.

Nichihei Sentetsu Kokan Domeikai,
Tokyo, Japan.

RE: PRICE OF MATERIALS ACKNOWLEDGED TO BE "FLAT"

Gentlemen:

We beg to acknowledge the reception November 8th of your following cablegram:—

"Referring to price for steel Mr. McGregor consented to our proposal and notified to Mr. McAuliffe that price for steel should be regarded as flat rate in accordance with our understanding."

On the receipt of the above we called a conference of all the shipbuilders and acquainted them with the excellent result of your efforts. We believe that we shall have no trouble in getting the Emergency Fleet Corporation to acknowledge this modification of the Japanese Shipbuilders' Contracts, which was made by Mr. McGregor to Mr. McAuliffe. When we have secured this acknowledgement, we shall report to you immediately.

Thanking you for your kind attention, we are,

Very truly yours,

JAPANESE SHIPBUILDERS ASSOCIATION
By U. Hashimoto (Signed)

此に於て問題解決の鍵を有するは契約締結の當事者たるモリス大使其人なるが如く解せられ、果して然りとせば同大使に向つて同盟會の見解に同意を求むるより外なきに至りしが、既にマグレゴリー氏が同盟會の見解に賛同し船舶局に向つてフラットに決する様助言せる以上は同氏を外にして直接大使に當るの必要なく、氏を通じて大使の決心を促がすを以て得策なりとし、其の方針の下に暫く形勢を觀望し居たるに、マ氏は進んで其の任に當り、再三書面を以て或は代理者を以て大使に助言する所ありしも在再決せず、大使は板挟みに陥りたるやに察せられぬ。其の間に大使は解決の困難を諷して澁澤男爵に仲裁を依頼せんとする意を示したれば、同盟會は此の場合先づ問題の真相に就き同男爵の了解を得置くの必要を感じ、三月二十

七日本會を代表して佐伯、石橋兩氏澁澤男爵を訪問し問題の由來及び性質を詳記したる書面を提出し尙ほ其の事情を詳細に説明したり。然れども幸ひにして竟に同男爵を煩はすには至らざりき。然るに問題尙ほ容易に解決に至らずしてモリス大使及びマグレゴリー氏も歸國の期日追々切迫し來りしかば、同盟會は是非とも兩氏我國滞在中に解決せんことを切望し、四月二十七日佐伯氏の名を以て支那旅行中のマグレゴリー氏に向つて左の電報を發したり。

Ambassador Morris is announced to leave Japan May 15th (stop) Regarding contract steel price shipbuilders are anxious to get favourable answer from you before his departure (stop) kindly manage to have it settled while he is in Japan.

尙ほ或筋より得たる情報に據れば米國船舶局に於ては内々此の問題を米國法律家の鑑定に附したるに契約締結の場所日本なる以上は米國の商習慣のみに依り難しとの意見なりしとあり。要するに商習慣の相反せる本問題の如きは之が解決を日米何れの商習慣に依るべきやが最後の決勝點なり。今此の情報を得て聊か人意を強うするの感ありき。

然るに其の後本問題の解決一向捗らず、年曆改まりて大正九年の三月一日及二日に至り突然左の如き悲觀的電報に接せり。

二月十九日紐育發三月一日鈴木商店着電

No. 812, 19th Feb.

Second Agreement Steel Fleet Corporation definitely advised their Japanese Representatives to understand base price and if Japanese Shipbuilder insist upon flat then they must negotiate through American Ambassador who originally closed Contract, act accordingly.

二月二十三日橋本氏發三月二日東京着電

TELEGRAM RECEIVED FROM Mr. Hashimoto, New York.

Date 23/2/20

RECEIVED 2/3/20

Shipping Board decided price second contract steel as base and advised McGregor accordingly. No one capable of changing this decision except American Ambassador. So advise you approach him immediately with utmost. Otherwise base price will apply. U. Hashimoto.

而して一方モリス大使の意嚮を探りたるに未だ満足すべき決意を示すに至らず。依りて最後の手立として大使歸國の前五日即ち五月十一日午前九時金子、淺野、今岡三氏（南、石橋兩氏同席）は同盟會を代表してモリス大使と會見し左の意見を交換したり。

金子氏曰く、鐵材の契約價格問題の未だ解決せられざるは遺憾とする所なり、元來日米船鐵交換は日米兩國相互間の友誼的關係に始まりたるものにして今後亦友誼的に終りを全うせざるべからざるものなり、左れば契約上の疑義を解決せんが爲に契約書の條文を楯に取りて之を主張し若くは之を仲裁者の裁斷に附するが如きは我々の最も欲せざる所なり、是れ實に一昨年此の契約第五條の明文には判然鐵材は船側渡即ち鐵道運賃は一切米國政府の負擔とあるにも拘はず日本造船業者が閣下の訂正申込に應じて竟に大々の讓歩を爲し米國內地の鐵道運賃を負担したる所以なり、而して此の友誼的精神に基づき事業は今日まで極めて圓滑に行はれつゝあるものとす、左れば我々は閣下が米國船舶局が極めて友誼的なる日本造船業者の正常なる主張を喜んで許容するに至る様御盡力あらんことを切望す。

淺野氏亦附言して曰く。

日本造船業者が船體の大小、速力の遅速、引渡期日の前後、造船所の技術上の經驗の如何に拘はず一切の船舶一噸の價

格を均一にし所謂込値段を以て船舶を米國政府に賣渡すことを契約したるが如きは事實に於て鐵材 亦込値段なりと確信したるに依るものなり。

モリス大使は金子、淺野兩氏の所説を諒とせる旨を答へ歸國の上は十分盡力すべしと陳述せり。

金子氏は更に、大使閣下が御歸國の後更に日米船鐵交換同盟會の代表者は米國に於て大使閣下に會見し本件に關して閣下の御盡力を煩はすことあるべし、其の節は何卒一層御助力を仰ぎたし就ては米國に於て閣下に御面會するに都合宜しき地は何處なりやと尋ねたるに大使は紐育市にてと答へ、尙ほ金子氏は本件に關して大使に差出すべき書簡をマダレーゴ氏及び在紐育の同盟會代表者に送るべきことを告げ大使の賛諾を待たり。(當日モリス大使と金子氏との間に通譯の勞を取りたるは淺野氏なり)。

依りて五月十三日左の書面を認め、モリス大使に呈すると同時に、横濱マダレーゴ氏及び在紐育同盟會代表者へ送りたり。

Nichiei Sentetsu Kokan Domeikai,
Tokyo, Kaijo Building,
Tokyo.

Hon. Roland S. Morris,

American Embassy,

Tokyo.

May 13th 1920.

Sir:

Taking advantage of your trip to the United States, we beg to lay before you for your kind consideration a question of interpretation of Article V of the Memorandum of Agreement, about which Mr. Kaneko, Dr. Imaoka and myself, representing the shipbuilders, explained to you verbally on May 11th at the Embassy.

For your information, we beg to enclose herewith there copies of the communications passed between the United States Shipping Board and the Japanese Shipbuilders concerning the said question.

On April 17th, 1920, Mr. McGregor, Special Representative in Japan, told us, in this connection, that he had submitted the matter to you, and further promised us that he would soon communicate to us on this subject.

Mr. McGregor, however, left for China on April 21st, and not being definitely informed of the date of his return, we sent him the following telegram:

"Ambassador Morris is announced to leave Japan May 15th. Regarding contract steel price shipbuilders are anxious to get favorable answer from you before his departure. Kindly manage to have it settled while he is in Japan."

And we have every reason to believe that you are placed in the best position to explain to the Shipping Board the circumstances that existed when the contracts were entered unto.

It goes without saying that the shipbuilding contracts you so timely concluded for your Government had their origin in the good will, cordial relationship and spirit of fair friendly interdependence between the two countries, and we firmly believe that the same spirit shall guide us all through.

Such being the case, nothing is farther from our thought than to go to arbitration for the settlement of any dispute in connection with the interpretation or construction of the contracts. This attitude of the shipbuilders may well account for the willingness with which they once assisted the Shipping Board in the matter of the inland freight and made great concession in covering the railway freight amounting to \$1,500,000, in spite of the provision in the Agreement to the effect that the steel materials are to be delivered alongside ship at San Francisco or any other Pacific Ports, etc.

We take this occasion to request your kind consideration to the fact that as it was understood that the

materials would be furnished by your Government at certain definite flat rates, we agreed to build ships at one definite price of \$ 175 per ton d.w., irrespective of types, sizes, speeds, and even of difference of dates of delivery and experiences of various yards.

Furthermore, in Japan flat rates are always applied regardless of thickness, quality and size of plates, shapes, etc., in case vessels are built for the Government with materials supplied thereby. And even in the case of purchasing steel, flat rates are always applied unless specified as base rates, as the Chambers of Commerce of Tokyo, Osaka, Yokohama, and Kobe certified us.

Under these circumstances, it was quite natural that the Japanese shipbuilders should have believed the contract steel prices to be flat rates and not base rates.

We feel confident that we were justified in so considering from the following few facts among others. The boiler plates which under ordinary circumstances take very much higher price than ordinary ship plates are specifically included in the same group as the latter in the Agreement, and also we could choose materials to be supplied from any of the three groups, i.e. plates, shapes, and bars, having different prices, to the extent not exceeding one half ton of such material for every one deadweight ton of ships, Mr. McGregor kindly recommended to the Shipping Board in line therewith as per his letter of Oct. 21st, 1919.

We, therefore, most sincerely hope that through your good office fair decision may be arrived at and we could hear favorably from your Government.

Thanking you in advance,

Yours faithfully,

NICHIBEI SENTETSU KOKAN DOMEIKAI.

Ryozo Asano (Signed)

斯くしてモリス大使もマグレゴリー氏も孰れも歸國したり。問題は太平洋を越へて米國に於て解決せらるべき運命となれり。此の點に於て同盟會の立場は既に一籌を踰する譯にして果して所期の目的を達し得べきや否や頗る心元なくなりたり。然れども尙ほ一縷の望を懷き盡すべきだけを盡して止まんのみの決心を以て柏萬次郎氏の恰も此の時機に紐育に歸任するを幸とし、氏に其の大任を託して其の行を送り、氏は七月一日横濱發の伏見丸にてモリス大使及びマグレゴリー氏の跡を追へり。此の機會に在紐育同盟會代表者柏萬次郎氏（鈴木商店出張員）及び橋本梅太郎氏（淺野氏出張員）の盡力を特筆し置かざるべからず。兩氏は解禁運動時代より引續き非常の熱心と周到なる用意を以て同盟會の爲に盡力し、就中本件の如き難問題に會しては能く本國同盟會と協調を保ちて交渉の衝に當りしが、大正八年夏期橋本氏は淺野氏本店の用務を帯び一時歸朝したるを幸ひ、本邦同盟會との間に各種の問題に就き十分意志の疏通を爲し、歸米後も其の方針に基づき依然同盟會を代表し盡力したり。其後氏は伊國ゼノアに開かれたる海員労働會議に政府より出張を命ぜられしかば其の間不在なりき。柏萬次郎氏は本書に於て既に屢々引照せられたる重要役者の一人なり。氏も鈴木商店の用務を帯び橋本氏と殆んど時を同じうして一時歸朝せしが、大正九年六月末まで滯留中、常にモリス大使マグレゴリー氏等と親密に交際し隠れたる方面に斡旋の功勳なからず。此に於てか最後の努力を爲すべく今亦渡米の途に就きたるなり。因みに橋本氏不在中は前澤初治氏、柏氏不在中は北濱留松氏紐育に於て其の事務を代攝せり。

尙ほ六月三十日横濱船舶局員デイーンズ氏春洋丸にて歸國せしかば、記念品を贈り、氏にも鐵價問題解決の盡力を依頼し、石橋氏同盟會を代表して見送れり。

斯くて柏氏は七月二十五日紐育に歸着せしが、同二十九日同地發にて左の電報神戸鈴木商店に着せり。（三十一日）

Addressed to SUZUKI, KOBE.

New York, 29th July, 1920.

Domeikai steel price now under consideration Legal Department Fleet Corporation Washington expect decisions shortly therefore no ground left for us to approach. Morris or Corporation ourselves should decision of Corporation be base price instead of flat. Will you send a lawyer with authorised representative in order to protest or shall we take legal step here, telegraph reply.

同時に東京淺野氏へも三十一日略同意義の左の電報着せり。

ASANO & CO., Ltd.

No. 14

TELEGRAM RECEIVED FROM New York.

July 31st, 1920. 10.30 a.m.

Translation

Following to Domeikai: steel prices now under consideration legal department Fleet Corporation, Washington, expects decision shortly; therefore no ground left for us to approach Morris or Corporation ourselves. Should decision of Corporation be base no hope paid the money (?) flat. Will you send a lawyer with authorized representative in order to protest or shall we take legal step here. Telegraph reply.

一見最早望絶えたるに似たり。然れども尙ほ施すべき術なきにあらず、乃ち之に對し同盟會は折返し左の電報を柏氏に發したり。

法律的に争ふより外に道なきかモリス大使に與へたる書面の趣旨に依り解決不可能なりや返電を竣つ(八月一日)

鐵價の件、モリス大使歸國に際し淺野、金子、今岡氏等と會見の節モリス最後の言は兎に角紐育にて同盟會代表者と會見して商議せんとす故是非一度モリスに會ひて懇談されし決して無益の事にあらずと思惟す(八月二日)

果然、而も案外の吉報は未だ數日ならずして華盛頓より柏氏の名を署して八月十日左の如く鈴木商店に着電せり。

Shipping Board decided our steel flat prices Kashiwa.

同時に費府よりマグレゴリー氏の名を以て同意義の電報淺野氏に着せり。尙ほマ氏は「慶賀す」の一言を加へあり。思ふに同氏の盡力少なからざるものありしならん。依りて同盟會は東西全會一致を以て鄭重なる謝辭をモリス大使、マグレゴリー氏、ツルケンバック氏、柏氏へ打電せり。

久しき間の難問題は斯くの如く好結果を以て解決したり。本問題の關係する所之を金錢上に見積りて少なくとも百二十五萬圓以上なりと。之に依りて學び得たる教訓は、權利義務の争ひを後にして温かなる友誼的精神を以て解決せんことを期したる同盟會の誠意竟に勝を制したる事是なり。而して契約第三十七條に規定したる仲裁裁判の規定をして竟に之を用ふるの必要な空文に歸せしめたる事、千古の美談にして雙方の幸福之に過ぐる事なく、案を拍つて快哉を叫ばざるを得ざるなり。

左に八月十二日附柏氏よりの書簡 び船舶局決議の寫を掲載す、之に依て本問題解決の事情を詳かにするを得べく、同氏及びディーンズ氏の盡力を多謝せざるべからず。

SUZUKI & COMPANY

New York August 12th, 1920.

Nichiei Sentetsu Kokan Domeikai,

Room 606, Tokyo Kaijo Building,

No. 1 Ichome Yeiakueho, Kojimachi-ku,

Tokyo, Japan.

Attention Mr. Y. Saeki

Mr. S. Shinohara

Dear Sir:—

H12+

Upon my arrival here on July 25th, a meeting of the representatives of the various dockyards was called on the 28th ulto., and found that from the telegrams received by Asano & Co., from the Emergency Fleet Corporation, regarding the question of whether or not the Japanese shipbuilders are to pay a flat or base price on steel was in the hands of the Legal Dept. of the U. S. Shipping Board, and I was advised by Mr. Mayezawa that nothing could be done until their opinions were rendered to the Board. By resolution of the meeting we cabled you as follows:—

“Domeikai steel price now under consideration Legal Department Fleet Corporation Washington. Expect decision shortly therefore no ground left for us to approach Morris or Corporation ourselves. Should decision of Corporation be base price instead of flat will you send a lawyer with authorized representative in order to protest or shall we take legal steps here Telegram reply.”

In the meanwhile, I was in communication with Ambassador Morris but he happened to be away in the southern part of the United States.

On July 31st, received from our head office cable.

No. 112, dated July 31st, follows:—

“Kashiwa c/o Suzuki New York Cable No. 112 July 31st Referring to your telegram Domeikai steel price is there no room for decision without legal step Endeavor approach Morris or Corporation as per our letter of 709 May 27th Telegraph reply”

and also cable No. 116 as follow:—

“Kashiwa c/o Suzuki New York Cable No. 116 August 2nd Referring to our telegram No.

112 steel price Morris left word to Asano Kaneko that he will consult with representative Domeikai New York therefore anyhow approach him accordingly We think it is not fruitless result Telegraph”

Before receiving cable No. 116, I called at the office of the Emergency Fleet Corporation in Philadelphia and saw Mr. S. R. Smith of the Steel Ship Construction Division and also Mr. A. R. Noyes who has charge of final payment. I heard from the latter that he forwarded all the copies of the correspondence exchanged between your goodselves and Mr. McGregor, and also between Ambassador Morris and Mr. McGregor to the Shipping Board, who afterwards sent them to Mr. Kelly of the Legal Department of the U. S. Shipping Board at Washington. I immediately called Mr. Kelly on the telephone and had a long talk with him explaining the entire circumstances and our claim. He had already rendered his opinion to the Shipping Board.

The 3rd and 4th inst. were spent in Philadelphia to straighten out details at the Corporation's office, but Mr. H. W. Deans called on me during my absence on the 4th, immediately went to Washington and put the matter clearly before the members of the Board as well as the Legal Department, and strongly recommended the Shipping Board to accept the claims of the Japanese dockyards, otherwise the Shipping Board is bound to lose in case it goes into arbitration; besides, he expressed the sentiments of the shipbuilders in full detail. There is no doubt that his presence in Washington, before the final decision was made, had great bearings in bringing about this favorable resolution.

* * * * *
However, I made an appointment with Ambassador Morris and met him at the State Department on the 9th, and when I gave him the news that the price of steel was fixed, he was very much surprised and con-

gratulated me as well as the shipbuilders.

We entertained Mr. Deans in New York on the 11th inst. who left for San Francisco resigning his position with the Shipping Board to enter private business in that city.

On the 9th inst. at the Secretary's office of the Shipping Board I obtained a copy of the resolutions signed by the Secretary, and immediately cabled you from Washington, and, at the same time, from our New York office, I enclose, herewith, a copy of the resolutions for your reference, a copy of which was also given to each representative of the dockyards.

At the meeting of the representatives on the 11th inst. a resolution was passed requesting the Domeikai of Japan to write a kind letter to Mr. Deans as a token of appreciation of his efforts at Philadelphia and Washington.

Since the price was fixed, we are waiting daily for the list showing the difference in price and storage charges, etc., in order to hasten the final settlement.

At Washington Asano's two steamers, Contracts No. 359 and No. 360 and Mitsubishi's two steamers, Contracts No. 366 and No. 367, were ready for checking. While the remainder will be ready during this month, and upon checking over the details, final payment will probably be made during the latter part of September or early October.

Hoping you have already mailed above papers previous to this,
Congratulating you all for this most favourable solution,

Yours faithfully,

A. M. Kashiwa (SIGNED)

UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION WASHINGTON

WHEREAS, question has arisen as to the proper interpretation of the provision of certain contracts entered into by the Corporation with certain Japanese shipbuilders for the construction of vessels for the account of the Corporation concerning the prices at which steel plates, shapes and bars were to be supplied by the Corporation to the Japanese shipbuilders for use in the construction of such vessels; and

WHEREAS, the Manager, Ship Construction Division, did on January 24th, 1920 advise the Special Representative of the Corporation in Japan and China that a decision had been made that said prices were to be considered as "base" and not "flat" prices; and

WHEREAS, the Japanese shipbuilders have contended that said prices should be considered as "flat" and not "base" prices; and

WHEREAS, the General Council of the Corporation has advised the Board that, in his opinion, by including "boiler plates" within the definition of the word "plates", the contracting parties eliminated from the expression "boiler plates" any and all meaning of extra or additional cost, and converted what would otherwise have been a "base" into a "flat" rate, and that, in legal effect, the Corporation promised to supply the Japanese shipbuilders with steel plates, including boiler plates at the flat rate of three and one-quarter (3 $\frac{1}{4}$) cents per pound;

RESOLVED, that the Board of Trustees hereby adopts the opinion of the General Council as to the proper interpretation of said provisions of said contracts, and determines that the prices for steel shipbuilding materials, being plates (in which expression boiler plates are included), shapes and bars only, set forth in said contracts, are "flat" and not "base" prices.

I hereby certify that the above is a true and correct copy of a resolution adopted at a meeting of the Board of Trustees of the Emergency Fleet Corporation held on August 5th, 1920.

(Signed).....

Secretary.

(六四) 交換船引渡完了

交換船の建造工事は各造船所に於て最善の注意と努力を以て事に従ひたればルッケンバック氏首め米國船舶局より出張の専門家は孰れも満足し其の出来榮えを賞讃したり。其の工程も材料の運着に拘はず迅速に進捗し、大正八年十一月十四日桑港に於て引渡したるイースターン、ブリーズを第一着とし九年九月廿三日最後引渡のイースターン、ソードに至るまで總計三十隻二十五萬餘噸の船舶毫末の故障なく授受を了せり。斯くの如きは實に豫想外の好成績と云ふべく、此等交換船の米國に於ける評判も亦頗る良好なり。左に引渡順に従ひ船名を列舉せん。

交換船の米國に於ける評判の如何に良好なるかを證する爲め八月九日附ルッケンバック氏より帝國汽船株式會社武藤作次氏宛書簡の一節を左に摘載す。

My Dear Mr. Muto:

Mr. McGregor and I are both in New York, and are slowly winding up our affairs, and will shortly be entirely

We are both glad to find that the Fleet Corporation have given us a ruling on steel Purchased by the Japanese shipbuilders for construction, and have constructed the price named as being a flat rate. You are all indeed to be congratulated on this,

The Fleet Corporation is putting in a new sales policy, and will dispose of all, or as much of its tonnage, as can be sold

I am glad to say that all of the Japanese ships built under our contracts appear to have established a very good reputation, and are well thought of by the Shipping Board and the shipowners of the United States. Upon arrival here I told our company of the good boats that had been built in Japan, and that I considered them better than the majority of the Shipping Board ships, particularly the EASTERN SOLDIER%. We have now made a bid for the EASTERN SOLDIER, and I hope we will be able to buy this ship for our line. (以下略)

尙ほ大正九年十二月五日東京朝日新聞は遞信省當局者の談として左の記事あり。

日本製船舶賞讃

米國船舶院の覺書

船鐵交換契約により我國にて建造し米國に提供したる汽船に就き過般遞信省はゼノア海員労働會議より歸途にありし遞信省山本登録課長に命じて米國船舶院長ベリソンを訪問せしめ右提供船の成績に付き質問せしめたる所同院より左の如き覺書を得たりと

常航運部は日本製船舶が此の種類の船舶にして甚だ有效にして且つ構造良好なるを認む

航海成績 茲に日本製汽船中代表的なる四艘の船に關する航海成績の摘要を添付す此等の船に就ては殆ど故障を聞かず操縦者に於て是等の船が筒形汽船罐及往復動汽機を備ふる爲め「タービン」汽船に於るが如く機關修理に多額の出費を要せず極めて少額にて足り甚だ信頼し得可きものと思料し居れり最近引渡を受けたる汽船の多數は石炭焚より石油焚に變更せられたり而して外觀に於ても乃至貨物積卸装置機裝燃料消費量又は速力等の點に於ても總て理想的貨物船なり是等の内イ

ロスタン・マロチャント及イロスタン・トレイダーの二艘に付ては西海岸汽船の船員に依り有ゆる點に於て最も優秀なりと報告せられたり又先般太平洋汽船會社のマン氏が帝都に訪問せられし際氏は前者を目して此の同日迄實見したる最良の外觀と最良の艦装とを備ふる貨物船なりと言へり一般の航海成績に依れば日本製汽船は有効にして信頼し得べく總ての點に於て満足なるを見る吾人の接觸したる鋼船購入希望者は何れも之等の汽船を甚だしく賞讃しつつあり是等汽船を要望する聲一般に高きことは日本製汽船が私立汽船會社に依り如何に屬目せられつゝあるかを明示するものなり目下各船に付き航海成績報告作成中なれば出來次第送付す可し尙是等汽船に關し吾人の接手したる唯一の苦情は動搖し易き傾向ありて良好なる航洋船としては安定十分ならずとの事なるも之れは單に或る一艘の船に付きての報告なり。

登第三八號

大正九年十二月六日

日米船鐵交換同盟會

遞信省管船局長 ㊟

殘務取扱事務所 御中

船鐵交換提供船ノ成績ニ關スル件

本年十月十一日當省山本技師華府ニ於テ米國船船院長「ヘンソン」氏ヲ訪問候際船鐵交換提供船ノ成績ニ付質問シタルニ對シ氏ハ航運部長ニ命シ之カ調査ヲ爲サシメ別紙覺書ノ提示有之而シテ本文記載ノ如ク急速ノ際ナレバ實例トシテ單ニ一二ノ船ヲ掲記スルニ止メタルモ一般ニ其ノ成績頗ル優秀ナルヲ確認致居候條爲參考本文寫送付致候
追テ關係各造船所ヘハ別紙直接送付致置候

VESSELS BUILT IN JAPAN

As a class, the Operating Department has found the Japanese ships to be very efficient and well constructed.

There is attached hereto performance summary on four of these Vessels which is representative of the Japanese steamers. We have had very little trouble with these ships and they are considered by operators to be very reliable owing to the fact that they have Scotch boilers and reciprocating engines which minimizes machinery repairs which is such a prolific source of expense on turbine steamers.

Many of these steamers lately delivered have been converted from coal to oil burners and in appearance, cargo handling, equipment, consumption and speed are in all respects ideal cargo vessels. Two of these steamers recently delivered, the EASTERN MERCHANT and the EASTERN TRADER, have been reported by west coast steamship men to be unsurpassable in every detail. When Mr. Mann of the Pacific Mail Steamship Co. was here he said that the former was the best looking and best equipped freight steamer he had ever seen.

On general performance we have found Japanese steamers to be efficient, reliable and in all respects satisfactory. Prospective purchasers of steel tonnage with whom we have come in contact, have spoken very highly of these steamers and the general demand for them is indicative of how they are considered by private steamship companies.

Lack of time precludes making complete performance report on each ship but this is in process of completion at the present time and will be ready within the next two days and when completed will be furnished you immediately.

The only complaint we have received regarding these steamers is that they have a tendency to be crank and not sufficiently stable to be considered good sea boats, although this might have been a report on one particular ship.

To Mr. Y. Yamamoto

Delivered with pleasure

Pane Foley

Director of Operation.

交換船引渡順

船名	造船所名	重量噸	引渡年月日	引渡場所
1	イースタイン、ブリゾ	六、八〇〇	八、十一、十四	桑港
2	ガイド	六、三〇〇	八、十二、九	シ
3	ゲイル	六、八〇〇	八、十二、卅一	シ
4	ムン	九、〇〇〇	九、一、九	シ
5	ナイト	一〇、五〇〇	九、一、十一	シ
6	マリナ	一〇、五〇〇	九、一、廿三	シ
7	マーチャント	一二、六〇〇	九、二、六	シ
8	クラツグ	六、三〇〇	九、二、十一	シ
9	トレイダ	一二、六〇〇	九、二、十四	桑港
10	オーシャン	九、〇〇〇	九、二、十八	シ
11	ベロ	五、〇〇〇	九、三、九	桑港
12	バイロツト	一〇、五〇〇	九、三、十	シ
13	ギク	八、四〇〇	九、三、十八	シ
14	クラウ	八、四〇〇	九、三、十九	シ
15	グレイド	八、五〇〇	九、三、廿三	シ

右各船引渡に際し引渡事務の衝に當りたる人々左の如し。

船名	造船所名	重量噸	引渡年月日	引渡場所
16	ブラネット	九、〇〇〇	九、三、廿四	シ
17	ドミラ	九、〇〇〇	九、四、九	シ
18	アドミラ	一〇、五〇〇	九、四、十五	シ
19	クラウド	九、〇〇〇	九、五、五	シ
20	メイスト	五、〇〇〇	九、五、十	シ
21	コレスト	六、三〇〇	九、五、十一	紐育
22	グレン	八、五〇〇	九、五、十八	シ
23	テンベスト	六、八〇〇	九、五、廿二	シ
24	セイラ	一〇、五〇〇	九、五、廿六	シ
25	インボータ	九、一〇〇	九、六、廿三	シ
26	ニクスボータ	九、一〇〇	九、七、十六	シ
27	ソルジャ	一〇、五〇〇	九、八、二	シ
28	レンブル	五、五〇〇	九、八、十六	シ
29	リダ	六、三〇〇	九、八、廿五	シ
30	ソド	五、五〇〇	九、九、廿三	シ

(一)桑港
浦賀 加藤順三

淺野 土井慶吉
石川島 中川二郎

(一)シアトル

川崎 勝屋利秋、戸田正太郎
帝國 藤永田
新田 石川島

横濱

大阪

三井

浦賀

三菱

内田

(三)紐育

横濱

小松孔平、藤井常世
北郷七次
平岡寅之助、上村行榮
島谷修藏
坂齊匡、高橋綱太郎
北濱留松

(六五) 政府當局の好意

日米船鐵交換は國家的事業にして國益を増進したること尠ならず。此の故に政府は當初より多大の好意を以て陰に陽に出
來る限りの援助を與へられたり。就中外務省及び逓信省は直接關係の官省として其の係官は最も熱心に盡力せられたり。か
の民間業者が單獨運動に熱心し其の提案せる交換條件區々に別れて統一を得ざりし際、逓信省當局其の間に斡旋して兎に
角之を取纏めて對米交渉の途を疏通したるが如き、或は第一次契約成らんとせる折しも米國の切實なる要求を容れ管理令を
適用して我國にも必要缺くべからざる船舶の内より二十三隻重量噸數十五萬餘噸を割きて之を貸與し、間接に船鐵交換交渉
の成功を助けたるが如き多謝せざるべからず。大藏省所管に於ても亦東京、横濱、大阪、神戸、長崎の各税關は交換鐵材及
附屬品の輸入取扱に就て種々の便宜を與へられ、殊に各造船所構内に假置場設置を許可せられたるが如き最も多とする所な
り。満足に本事業を完了するを得たるもの此等諸官に負ふ所大なりとす。茲に特記して感謝の意を表す。

(六六) 船鐵交換の副産物

本事業の進行中船鐵交換の副産物と見做し得べきもの無きにあらず。其の功を奏したるもの、内に積極的と消極的との二種
あり。前者は資本金壹億圓の大會社即ち國際汽船株式會社の成立是なり。同社所有の汽船は概ね船鐵交換の剩餘材料を以て
造りたるものにして其の出資株主の大半は船鐵交換の關係者なり。次に消極的の奏功は廣島縣に於て造船課税の舉あらんと
して既に縣會を通過し内務大臣の認可を得んとするに至りしを、船鐵交換同盟會の決議を以て其の非理不法に反對し、
内務大藏逓信各大臣に向つて陳情請願の結果終に不認可の指令を見るに至りたり。
尙未だ功を奏するに至らざれども政府當局に於て考慮中に屬するもの造船獎勵法の復活問題あり。又一度び交渉を開始した
れども竟に成立に至らざりしもの佛國に對する造船請負の議あり、此等は他日に何等かの印象を貽すなるべし。

(六七) 同盟會例會出席者

日米船鐵交換同盟會は成立以來東部は毎月曜日、西部は毎金曜日例會を開き、又時に臨時會或は東西聯合會をも開きて各造船所の代表者相會し、隨時起り來る共同の問題を討議し、其の決議を以て對外步調を整一し、或は内部相互の關係を親密にし、以て未だ我國に經驗なき此の大事業を圓滑に遂行するを得たり。若し斯る機關を設けざりせば如何にして東西十二大造船所の步調を左軀右梧なからしめ得たるべき。會としても圓滿修睦本會の如きは稀に見る所にして、甲乙丙丁或る一點に繋がらつゝ而も各自獨立の資格を一も損する所なく、誠に理想的に求心力と遠心力との調和を得たるものと云ふべし。其の例會に常に各社を代表出席したる人々左の如し。(十回以下の出席者は略す)

西部例會出席者

- 川崎 安部正也
- 帝國 金子直吉、南治之助、武藤作次、渡瀬正麿、下浦辰次
- 三井 木村七平、北郷七次
- 大阪 高木清吉
- 藤永田 鈴木中見、三谷義太郎
- 新田 西森義親、山本莞爾、新田源一
- 日本 西川莊三

東部例會出席者

- 淺野 淺野良三、陰山金四郎、大込恒一
- 浦賀 町田豊千代、今岡純一郎、近藤昇次郎、椿宣治
- 三菱 山本長方、伊藤達三、西田秀雄
- 石川島 内田徳郎、鈴木四郎
- 横濱 坂本一、東條玉太郎、下田百合太、生野鼎
- 内田 進經太、八木貞次、武田三三、安達玉吉
- 鈴木 長崎英造
- 三井 湯河俊吉
- 大阪鐵工 水野信吉

(六八) 日米船鐵交換同盟會の大團圓

交換船の引渡全部殆んど完了し、懸案たりし諸問題も總て満足に解決したるを以て、大正九年九月二十日日米船鐵交換同盟會は東京海上ビルディング内浦賀船渠株式會社の重役室に於て東西聯合會を開き、金子直吉、長崎英造(鈴木)西川莊三(日本)高木清吉(大阪)淺野良三、大込恒一(淺野)今岡純一郎、近藤昇次郎(浦賀)東條玉太郎(横濱)伊藤達三(三菱)進經太(内田)内田徳郎、鈴木四郎(石川島)石橋爲之助(西部事務所)佐伯好郎、篠原新次郎(東部事務所)の諸氏出席金子直吉氏坐長席に着き、(一)、九月三十日限り本會を解散する事、(二)、金子、西川、淺野、今岡、長崎の五氏を殘務委員と

し残務處理を一任する事、(三)、残務處理に要する經費として第二次交換船重量一噸に付金貳拾錢の割合を以て各社より徵收する事等を決議せり。

而して東部は九月三十日午後六時より東京京橋區竹川町花月樓に於て西部は十月四日午後六時より神戸常盤花壇に於て孰れも盛大なる解散式を挙げ目出度千秋樂を告げたり。

前記東西聯合會に於ては更に永く本事業を記念し將來造船業者の親睦と我國造船事業の進歩發達とを圖るが爲一の社交團を造ることを可決し、會則の起草を今岡、長崎の兩氏に託したり。

日米船鐵交換同盟會が經費として徵收したる金額は前後四回總計二拾萬四千八百廿五圓にして、之を以て東京及神戸の米鐵解禁期成同盟會に要したる費用を辨償したる上、交換同盟會が二年有半に渉れる經費を支辨し尙若干の剩餘を見ることを得たり。之が收支の決算は本書編纂の時期に於て未だ結了せざるを以て之を略す。

結 論

第一次及び第二次の船鐵交換に依りて我國より米國へ提供したる船舶は總計四十五隻重量噸數約三十七萬四千百噸にして之と交換して米國より供給せられたる主要造船材料は合計約二十五萬九百五十噸なり。其の内既約材料約十二萬七千八百噸、新規材料約十二萬三千五百五十噸にして、尙ほ補助材料として第二次交換新規材料の分に關し銑鐵約二萬三千八百噸、鑄百八十六挺、鑄鎖一萬六百五十尋、フワノネス四百二十三箇、時辰儀三十七箇、六分儀四十四箇、管類約二千百噸等を、又第一次交換規約材料の分に關し銑鐵約一萬二百三十六噸、鑄五十二挺、鑄鎖二十五組、三千五百四十尋、フワノネス六百三十八箇、管類約千八百八十七噸、時辰儀八箇、羅針盤三十三箇等を供給せられたり。

右交換の材料に依り新たに建造し得べき船舶は約百萬噸に上るべく、其の内より交換船として提供したる船舶の噸數を差引くも尙ほ六十三萬噸を國內に剩す計算なり。而して此の交換に依り生じたる金錢上の利益は時々船舶及び鐵材の價格に變動あるを以て正確に算出するを得ずと雖も少なくとも二億圓以上の純益となるは明白なり。加ふるに米國鐵材禁輸の爲め我國造船工業或は休止せざるを得ざるに至らん虞ありしに、此の交換に依て事業の繼續を爲し得たる一事は數字以外の利益と云はざるべからず。

尙ほ技術の點に於ても各造船所自然に競争の結果、或は對世界的聲譽を博せんとの刺戟に由り一段の進歩を爲し、又煩累に堪へざる設計の變更注文にも甘んじて應じたる結果新らしき經驗をも積むことを得たり。

以上の利益は本邦側の受けたる所なるが、米國側も亦物質的と精神的の兩方面に於て得たる所決して尠なからざるべし。若し對獨戰爭尙ほ繼續し居たらんには其の利益實に莫大なるものありしなるべし。事業進行中に突然戰局終結の爲め當初の豫想に裏切られたる憾みあるは彼我共に免れざる所なるも、此は時運の然らしむる所にして人力の如何ともすべからざる所なり。

左は云へ人事に於ては兩國當事者孰れも能ふ限りの最善を盡して、而して最善の效果を收め得たるを以て毫末の遺憾を存せず。契約書中には萬一を懸念して引渡遅延或は不履行の場合に於る責任に對し重き制裁を加ふるの箇條を設けたりと雖も、毫も其の適用の必要なく、又技術上の紛紜、解釋上の異議に對し仲裁々定の規定をも設けたりと雖も是亦一回も其の要を見ず、此等の規定を全然空文に終らしめたるは千古の美談と云ふべし。

尙ほ又本邦造船所相互の間一致共同して終始一貫秋毫も歩調の紊れざりしもの、寔に好箇の模範と爲すべし。要するに前後三年有餘に互れる日米船鐵交換の歴史は弘く世界に對し永く子孫に向つて其の成功を誇るべき不朽の記念碑たるを失はざるなり。

附錄

第一次及第二次交換船一覽表

第一次

契約者	船名	建造場所	船型	ロイド等級	長	幅	深
株式会社川崎造船所	イースタン、クキーン	同	覆甲板船	一〇〇A1	三八五呎	五一呎	三六
同	イース、ターナー	同	同	同	同	同	同
同	イースタン、サン	同	同	同	同	同	同
同	イースタン、シー	同	同	同	同	同	同
同	イースト、ウインド	同	同	同	同	同	同
同	イースト、ケープ	同	同	同	同	同	同
同	イースト、シンカ	同	同	同	同	同	同
同	イースタン、キンカ	同	同	同	同	同	同
帝國汽船株式会社	イースタン、シヨリア	同社播磨造船所	スリー、アイランダー	一〇〇Aエ十A.&C.P. L.M.C	三〇五呎	四三呎九吋	二七呎
同	第六霧島丸	浦賀船渠株式会社	覆甲板船全通甲板二層	一〇〇Aエ	四二五呎	五三呎八吋	三七呎
同	イースタン、ライト	大阪鐵工所因島工場	重甲板	一〇〇A1	三六〇呎	五一呎	二八呎
日本汽船株式会社	明玄丸	同	イッシュヤード式	一〇〇A1	四一五呎	五五呎六吋	三四呎
同	イースト、ホート	同	同	同	三四五呎	四九呎二吋	二八呎
同	イースト、インディア	浦賀船渠株式会社	重甲板	一〇〇A1	四四五呎	五八呎	四〇
同	イースタン、チーフ	同	重甲板	一〇〇A1	三六〇呎	五一呎	二八呎

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