

第九條 船積陸揚期間ハ十四日ニシテ前條ノ備船者又ハ荷受人カ船舶所有者又ハ船長ノ通知ヲ受取リタル日ノ翌日ヨリ之ヲ起算ス

第十條 船積陸揚期間中ニハ不可抗力ニ因リテ船積又ハ陸揚ヲ爲スコト能ハサル日ヲ算入セス

第十一條 船積陸揚期間經過ノ後運送品ヲ船積又ハ陸揚シタル時ハ船舶所有者ハ日數超過増拂金トシテ一日金百五拾圓ノ割合ニテ備船者又ハ荷受人ニ請求スルコトヲ得ヘシ船積陸揚期間ヲ節約シタル時ハ船舶所有者ハ日數節約戻金トシテ一日金百參拾圓ノ割合ニテ備船者又ハ荷受人ニ支拂フヘシ

第十二條 備船者ハ營業ノ都合ニヨリ更ニ第三者ト運送契約ヲ爲スコトヲ得ヘシ此場合ニ於テハ其契約ノ履行カ船長ノ職務ニ屬スル範圍内ニ於テハ船舶所有者ノミ其第三者ニ對シテ履行ノ責任ス

第十三條 船舶ハ時宜ニヨリ水先人ヲ使用シ又使用セサルコトアルヘシ又生命財産及船舶ノ救援救助避難其他ノ事由ノ爲メ航路外ニ出テ若クハ航海ノ順序ヲ變更スルコトアルヘシ

第十四條 船舶所有者ハ略同條ノ噸數ニシテ且同等ノ船舶ヲ以テ第一條ノ船舶ニ換ユルコトヲ得ヘシ此場合ト雖ヘ此契約ハ依然有效ノモノタルヘシ

第十五條 船舶所有者ハ左記ノ損失及損害ノ責任セス

不可抗力、海上河上其他ノ水上ニ於ケル遭難、船長又ハ海員ノ惡行、敵兵、海賊、内亂、強盜、竊盜、君主若クハ人民ノ強留、抑止、一揆又ハ同盟罷役、國ノ處分ニ出テタル捕獲、差押、檢束等ニヨリテ生スル損失損害

水先案内、船員其他船舶所有者、使用人ノ過失、怠慢又ハ錯誤ニ出テタル時ト雖ヘ元本船艇舟海岸ニ於ケル火災、衝突、坐礁、破裂、機關器具ノ破損ニヨリ又ハ海上河上其他ノ水上航行中又ハ港内碇泊中ニ起リタル災難ニヨリ生スル損害、受熱、減量、腐敗、汗錆、

變質、乾燥、漏洩、毀滅、其他運送品ノ性質又ハ荷造ノ不完全ニ起因スル損失損害或ハ蟲害風害等
陸上ノ損害

荷印、員數、番號、宛名其他貨物ニ關スル明細記事ノ磨滅、謬記又ハ欠缺不完全ヨリ生スル損失損害

解舟積込又ハ運送品積換ヨリ生スル損失損害

船體、機關、機裝ニ潛在セル欠缺

第十六條 共同海損ハ一八九〇年「ヨーク、あん」とうあ「ぶ」規定ニ準據シテ之ヲ行フヘキモノトス

第十七條 運送品ノ船積陸揚ニ付キ備船者ノ命ニヨリ之ニ從事スルモノ、行爲ニ就キテハ船舶所有者其責任セス

第十八條 船舶所有者ハ自己ノ過失船員其他ノ使用人ノ惡意若クハ重大ナル過失又ハ船舶カ航海ニ堪ヘサルニヨリテ生シタル損害ヲ賠償スヘシ

第十九條 運送品ニ關スル船舶所有者ノ責任ハ運送品ヲ船舶ノ艙口ニ積入レタル時ニ始マリ之ヲ艙口ヨリ積出シタル時ニ終ルモノトス

第二十條 甲板上ノ積荷ニ就キテハ船舶所有者其責任セス

第二十一條 左ノ場合ニハ此契約ハ當然終了シ第四號以外ノ事由カ航海中ニ生シタル時ハ備船者ハ運送セル割合ニ應シ運送品ノ價格ヲ超エサル限度ニ於テ運送貨ヲ支拂フヘシ

一 船舶カ沈没シタルコト

一 船舶カ修繕スルコト能ハサルニ至リタルコト

一 船舶カ捕獲セラレタルコト

一 運送品カ不可抗力ニヨリテ滅失シタルコト

前項第四號ノ場合ニ於テハ備船者ハ運送貨ヲ支拂フコトヲ要セス若運送貨ヲ前拂シタル時ハ船舶所有者ハ之ヲ返還スヘシ

第二十二條 船長ハ此契約ノ趣旨ニ從ヒ備船者ノ支拂フヘキ運送貨附隨ノ費用立替金及運送品ノ價格ニ應シ共同海損救済又ハ救助ノ爲メ負擔スヘキ金額ニ對シ運送品ヲ留保スルコトヲ得

船舶所有者ハ運送品引渡ノ前後ヲ間ハス前項規定ノ金額ノ支拂ヲ受クル爲メ裁判所ノ許可ヲ得テ運送品ヲ競賣スルコトヲ得但引渡ノ日ヨリ二週間ヲ經過シタル時又ハ第三者カ其占有ヲ取得シタル時ハ此限ニ非ス

第二十三條 此契約ニ違背シ爲メニ生シメタル損害ハ金貳千圓ヲ限リ違約者ヨリ之ヲ辨償スヘシ
右之條々協議約定スルコト相違無之其證トシテ本證書ニ通ヲ作り各一通ヲ分有スルモノ也

明治三十九年九月十日

東京市京橋區三十間堀二丁目一番地
日本汽船株式會社

社 備 船 者 社 長 久 保 義 雄 印

横濱市蓬萊町三丁目二番地

船舶所有者 古 藤 猛 三 印

CHARTER PARTY.

It Is This Day Mutually Agreed Between Messrs. Shaw Adams & Co. Owners of the good English Steamship called the "Pygion" of 1,435 tons gross Register, and 782 tons net Register, 160 horse-power, provided with Steam-windes, classed 3/a 11 of 2,300 tons cubic capacity, or thereabout, exclusive of bunkers, which will contain 400 tons of Coals, and Messrs. Currie Bros., of Genoa, Merchants and Charterers, as follows:—

That the said Shaw Adams & Co. agree to let, and the said Currie Bros. agree to hire, the said Steamship for the term of three calendar months, from the first day in the month of October next, she being then placed at the disposal of the Charterers, at Genoa in such dock, or at such wharf, or place (where she may always safely lie afloat), as Charterers may direct. She being then tight, staunch, strong, and every way fitted for the service (and with full complement of officers, seamen, engineers, and firemen for a vessel of her tonnage). To be employed in such lawful trades between ports in the United Kingdom, or on the Continent or Mediterranean or South America etc., as Charterers, or their Agents, shall direct on the following conditions:—

That the Owners shall provide and pay for all the provisions and wages of the Captain, Officers, Engineers, Firemen and Crew. Shall pay for the Insurance on the Vessel, and maintain her in a thoroughly efficient state in hull, machinery and stores, for the service.

That the Charterers shall provide and pay for all the Coal and Fuel, Port Charges, Pilots, Agents, Commission, Expenses of loading and unloading Cargoes, and all other charges whatsoever, except those before stated.

That the Charterers shall pay for the use and hire of the said Vessel at and after the rate of three shillings per gross Register Ton per calendar month, commencing on the first day of October next, she being then placed at Charterers' disposal as above, and at the same rate for any part of a month. Hire to continue from the time specified for terminating the Charter, until her re-delivery to Owners (unless lost) at Genoa. Payment to be made in cash, monthly per month in advance, and in default of such payment or payments as herein specified, the Owners shall have the right of withdrawing the said Steamer from the service of the Charterers, without prejudice to any claim, they, the Owners, may otherwise have on the Charterers, in pursuance of this Charter Party.

That the cargo or cargoes shall be loaded and/or discharged in any dock, or at any wharf or place that Charterers may direct, where she can always safely lie afloat.

That Owners shall not be responsible for damage to Cargo caused by bad stowage, the Stevedores being employed by the Charterers.

That the whole burden and passenger accommodation of the ship (not being more than she can reasonably stow and carry) shall be at the Charterers' disposal, reserving only proper and sufficient space for ship's officers, crew, tackle, apparel, furniture, provisions, stores. *Extra accommodation that might be required for passengers at Charterers' expense.*

That the Captain (although appointed by the Owners) shall be under the orders and direction of the Charterers as regards employment, agency, or other arrangements; and the Charterers hereby agree to indemnify the Owners for all consequences or liabilities that may arise from the Captain signing Bills of Lading, or otherwise complying with the said orders.

That the Charterers shall have the option of continuing the Charter or a further period of three months, on giving notice thereof to owners, *no less than one month* previous to expiration of first-named term.

That in the event of loss of time from deficiency of men or stores, breakdown of machinery or damage, preventing the working of the Vessel for more than forty-eight working hours, the payment of hire shall cease until she be again in an efficient state to resume her service; but should the vessel be driven into port, or to anchorages by stress of weather, or from any accident to the cargo, such detention or loss of time shall be at the Charterers' risk and expense.

That should the Vessel be lost, any freight paid in advance, and not earned (reckoning from the date of her loss) shall be returned to Charterers. The Act of God, the Queen's Enemies, Fire, Restraint of Princes, Rulers, and People, and all other dangers and accidents of the sea, rivers, and navigation, throughout this Charter always excepted.

That the owners shall have a lien upon all cargoes, and all sub-freight, for freight or charter-money due under this Charter; and Charterers to have a lien on the Ship for all moneys paid in advance and not earned.

Penalty for non-performance of this Contract, amount of freight as liquidated damages. 2 1/2 per cent. commission is due on the execution of this Charter Party to ANDREW J. PONDRETT, L. Broker.

Witness John Casar. (Signed) SHAW ADAMS & CO.

Witness Emilio Terrent. (Signed) CARNABE BROS.

A true copy of the original in my possession. Andrienna Podesta.

8. The Captain to sign the Bills of Lading at any rate of Freight's presented, without prejudice to this Charter-Party, but not at a lower rate than above stipulated, Owners or Master having an absolute lien on the Cargo for Freight, Dead Freight, and Demurrage.

9. In case of Average same to be settled according to the new York-Antwerp rules.

10. Should ice effectually prevent the vessel getting into the port, this Charter to be null and void; and if during the loading ice should make it dangerous to complete the Cargo, the Captain shall have liberty to sail with what Cargo he has on board, with the option of filling up at port or ports on the way for Owners' benefit.

11. The brokerage on this Charter is Five per cent. on the gross amount of Freight, Dead Freight, and Demurrage, and is due on signment hereof to A. & F. Harvey, vessel lost or not lost, and by whom she is to be reported and cleared at the Custom House at Port Har. or by their agents at port of discharge, on usual terms.

12. Owners have liberty to substitute a vessel of about similar size and of same class on same terms of Charter.

13. Owners or Captain to telegraph shippers at least Free days notice of the probable date of vessel's arrival at port of loading. Default of this clause not to be considered a breach of Charter, but charterers not to be responsible for delay in loading caused by such default of the Captain or Owners.

14. Owners to have liberty to appoint their own stevedores.

15. Penalty for non performance of this agreement to be estimated amount of freight liquidated damages payable by the party delinquent to the party observant.

In witness whereof we have hereunto signed our names to three Copies of the Charter Party, at Singapore this 29th day of September One thousand nine hundred and six etc

By authority of Carson & Sons owners.

(sign) George Dorthey. A. & F. Harvey. (sign)

(sign) Witness to the signature of Burns Phillip & Coy. Burns Phillip & Coy. (sign)

(sign) John Symons. Charters

A true copy of the original Charter Party is in our possession. A. & F. Harvey. (sign)

Brokers.

N. B. Owners and Captains are requested to take due note of clause 13.
Shippers' name and address: Burns Phillip & Coy.
Shippers' telegraphic address: Speedy, Singapore.

VOYAGE CHARTER.

No. 713

Singapore, 28th Sept. 1900

By the interposition of A. & F. Harveij, Ship Brokers at Singapore,

acting as non-responsible mandataries.

IT IS THIS DAY MUTUALLY AGREED between Messrs Curson & Sons,

owners of the good steamer called "Hebræ"

of the measurement of 3885 Tons Net Register, or thereabouts, classed 100 A1 at Lloyd's

now lying at Singapore

and Messrs Burns Philip & Co., Singapore charterers;

1. That the said steamship being tight, staunch, and strong, a first class Risk in the Local Insurance Offices at the port of loading, and in every way fitted for the voyage, shall, having lib. try to take outward cargo from Singapore direct or indirect, for owner's benefit, with all convenient speed sail and proceed to Port Harbour, Sumatra or so near thereunto as she may safely get, and there load, always aboard in the customary manner a full and complete cargo of Kerosene Oil in cases which the said charterers bind themselves to provide for shipment, not exceeding 4000 Tons, which she can reasonably stow and carry over and above her Tackle, Apparel, Provisions, Furniture, and other necessaries for ship's use; and being so loaded, shall therewith proceed to Yokohama, Japan or so near thereunto as she may safely get, and deliver the same always about alongside store or craft, steamer or depot ship, wharf or arsenal, as ordered by the consignees of cargo.

Freight to be paid in Yokohama at the rate of seventeen and a half cents Mexican per case, on loaded quantity.
Dock dues, wharfage, consunge, primage, lights, pilotage and all other port charges whatsoever payable by the owners of the vessel.
The act of God, perils of the sea and rivers, fire on board, in bulk or craft, or on ashore, barratry of the Master and Crew, enemies and pirates, thieves, arrests and restraints of princes, rulers and people, commotions by keelmen, frosts, floods, strikes, lock-outs, collisions, stranding, and other accidents of navigation of what nature and kind soever always excepted, even when occasioned by negligence, default or error in judgment of the Pilot, Master, Mariners, or other servants of the Shipowners. Not answerable for any loss or damage arising from explosion and bursting of boilers, breakage of shafts, or any latent defects in the machinery or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or by the Ship's Husband or Manager.

2. The steamer has liberty to call at any port or ports in any order, to sail without Pilot, to tow and assist Vessels in distress, and to deviate for the purpose of saving life or property.

3. Sufficient cash for vessel's necessary disbursements at port of loading to be advanced to the Master if required at the current rate of exchange and not exceeding Ten Thousand Dollars Mexican (for the necessity of which disbursements, or for due appropriation of the same, the Charterers shall not be responsible) for which he will give his receipt, including per cent. commission.

The amount to be endorsed on Bill of Lading, and to be on account of and deducted from freight on settlement thereof.
4. The vessel to be free of any address commission at port of discharge, but Vessel to be addressed to shippers or their agents at Port of loading, if customary, but vessel paying No commission on Freight at _____ or at _____ at their option.

5. The use of all hatches and side-ports to be given. Cargo to be supplied as fast as vessel can take it on board, and to be received as fast as vessel can deliver, Sundays and Holidays excepted.

For loading and discharging said cargo Fourteen weather working days (Sundays and Holidays excepted) are to be allowed the said charterers, to commence Twenty Four hours after notice in writing has been given to charterers or their agents of her being ready to take in or deliver cargo. Demurrage over and above the said Fourteen laying days shall be paid by charterers to said Master or his orders at the rate of Fifteen cents per ton per day, for each and every day's detention 30th inst. and charterers to have the option of cancelling this agreement if the vessel be not arrived and ready to load as above on or before 6th Oct. next.

Owners to pay charterers \$25. Mex. dispatch money for each day saved in loading and discharging.

6. The cargo to be brought to and taken from alongside at charterers' risk and expense, and any ligherage at port of loading and/or discharge to be at charterers' risk and expense.

7. Charterers to have the liberty of sub-letting part or whole of the vessel's capacity. No cargo to be taken on board without the consent of charterers or their Agents.

8. The Captain to sign the Bills of Lading at any rate of Freight's presented, without prejudice to this Charter-Party, but not at a lower rate than above stipulated, Owners or Master having an absolute lien on the Cargo for Freight, Dead Freight, and Demurrage.

9. In case of Average same to be settled according to the new York-Antwerp rules.

10. Should ice effectually prevent the vessel getting into the port, this Charter to be null and void; and if during the landing ice should make it dangerous to complete the Cargo, the Captain shall have liberty to sail with what Cargo he has on board, with the option of filling up at port or ports on the way for Owners' benefit.

11. The brokerage on this Charter is Five per cent. on the gross amount of Freight, Dead Freight, and Demurrage, and is due on signment hereof to A. & F. Harveij, vessel lost or not lost, and by whom she is to be reported and cleared at the Custom House at Port Har. or by their agents at port of discharge, on usual terms.

12. Owners have liberty to substitute a vessel of about similar size and of same class on same terms of Charter.

13. Owners or Captain to telegraph shippers at least Two days notice of the probable date of vessel's arrival at port of loading. Default of this clause not to be considered a breach of Charter, but charterers not to be responsible for delay in loading caused by such default of the Captain or Owners.

14. Owners to have liberty to appoint their own stevedores.
15. Penalty for non performance of this agreement to be estimated amount of freight liquidated damages payable by the party delinquent to the party observant.

In witness whereof we have hereunto signed our names to three Copies of the Charter Party, at Singapore this 28th day of September One thousand nine hundred and 00 etc

Witness to the signature of A. & F. Harveij, By authority of Curson & Sons owners.
George Dudley, A. & F. Harveij, (sign)

(sign) Witness to the signature of Burns Philip & Co., As agents Burns Philip & Co., (sign)
John Symons, Charters

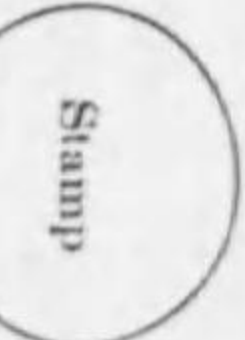
A true copy of the original Charter Party is in our possession.

A. & F. Harveij, (sign)
Brokers.

書約契船備海航定文英 誌附=送運上海

N. B. Owners and Captains are requested to take due note of clause 13.
Shippers' name and address: Burns Philip & Co.,
Shippers' telegraphic address: Speedy, Singapore.

THE NIPPON KISEN KAISHA,



Hongkong, 6th April 1906.

DEAR SIRs,

The Bill of Lading for the undermentioned Consignment not having come to hand, we shall feel obliged by your nevertheless delivering the Goods to our order, and we hereby agree to hold you harmless from all consequences that may arise therefrom, and to hand you the Bill of Lading, duly endorsed, on receipt thereof, in exchange for this Letter of Guarantee, which bears the endorsement of Yokohama Specie Bank.

Marks and Nos.	Packages.	Contents.	Shippers.	Vessel.	Port of Shipment.	Date of Shipment.
L.P. 1/1000	1000	Matches	Kubo	Yamatomaru	Kobe	25th March
(Sgd.) SHIRAGEE BROS. Consignees.						

We hereby endorse the Guarantee Messrs Shiragee Bros. and accept the liabilities expressed therein.

For Yokohama Specie Bank.
S. Ishikawa
Manager.

Date 6/5 1906 No. 10

The Hongkong & Kanton Wharf & Godown Co.
 Deliver to Shroppe Bros.
 Ex " Yamato Maru " Voy. 8
 from Kobe.

Marks & Nos.	No. of Packages.	Goods.
<u>P.P. 1/1000</u>	<u>1000</u>	<u>Matches</u>

NIPPON KISEN KAISHA.

No. 10 Hongkong, 6th April 1906.

The Hongkong and Kanton Wharf and Godown Co.
 Please deliver upon endorsement to Messrs. Shroppe Bros.
 the undermentioned cargo ex " Yamato Maru " Voy. 8
 from Kobe

Marks.	Nos.	No. of Packages.	Description of Goods.
<u>P.P.</u>	<u>1/1000</u>	<u>1000</u>	<u>Matches</u>
<u>In all one thousand only</u>			

FOR NIPPON KISEN KAISHA.

Subjection to the Conditions (Sgd.) B. Moriya
and Exceptions of the B/L.

Date 6/6 1906 No. 151

Deliver to Jardine Matheson & Co.
 Ex S.S. " Yamato Maru " Voy. 1
 from Keelung

Marks.	Nos.	Goods.
<u>J.M.</u>	<u>1/50</u>	<u>50 cases Camphor</u>

NIPPON KISEN KAISHA.

No. 151 Hongkong, 6th June 1906.

COMMANDING OFFICER,
 S.S. " Yamato Maru " Voy. 1 from Keelung
 Please deliver upon endorsement to Messrs. Jardine Matheson & Co.

Marks.	Nos.	No. of Packages.	Description of Goods.
<u>J.M.</u>	<u>1/50</u>	<u>50 cases</u>	<u>Camphor</u>
<u>In all Fifty cases only</u>			

FOR NIPPON KISEN KAISHA.
 (Sgd.) B. Moriya

BOTTOMRY BOND.

Know all men by these presents

That I, James Corsi, Master, of the Italian Ship called cutler, of the Port of Genoa, of the burthen of 540 tons or thereabouts, am held and firmly bound unto John Cook, of Cape Town, in the sum of two thousand pounds Sterling money; to be repaid to the said John Cook, his agent, attorney, executors, administrators, or assigns, for which payment I bind myself, my heirs, executors and administrators, and also bind and hypothecate the said Ship and the freight to become due in respect of the voyage after mentioned, and the cargo laden or to be laden on the said voyage firmly by these Presents sealed with my seal.

Dated this first day of June, 1900.

JAMES CORSI Master.

WHEREAS the said Ship, lately arrived Cape Town in distress, having sustained damages in the course of a voyage from Xwerwade to Bombay, laden with coal and being in want of repairs, supplies and provisions, to enable her to continue her said voyage. AND WHEREAS the said James Corsi, being without funds or credit at Cape Town, and urgently requiring the sum of £2,000 to pay for the said repairs, supplies and provisions, and to discharge the lawful and necessary disbursements of the Ship at Cape Town, and to release her from her liabilities, and to enable her to continue her voyage, and having first duly communicated or attempted to communicate with the owners of the said Ship and of the said cargo, with a view to obtain funds from them, was compelled to apply for a loan upon bottomry of his ship, her cargo and freight. AND WHEREAS the said John Cook, who is hereinafter called the said lender, proposed and agreed to advance upon such security the said sum of £2,000, at a maritime premium of twelve per cent. for the said voyage, and the said James Corsi,

being unable to procure such advance in any quarter on more advantageous terms, accepted the said proposal (with the intervention and approval of the proper authorities at Cape Town), and agreed, so far as he lawfully could or might, that the said security should have priority over all other claims on the said ship, freight and goods, whether by himself or any other person. AND WHEREAS the said lender has duly advanced the said sum in pursuance of the said agreement; NOW THE CONDITION of the above obligation is such, that if the said James Corsi do with the said ship and cargo duly prosecute the said voyage, without unnecessary delay or deviation, and do within ten days after the arrival of the said ship or cargo at Bombay, and before commencing to discharge or deliver her cargo there, pay or cause to be paid to the said lender, or to his order or assigns, the said sum of £2,000, together with maritime premium thereon at the rate aforesaid, making in all the sum of £2,240, such payment to be made at the exchange of Ten Rupees for every British pound sterling, and that if the said ship with the said cargo shall duly prosecute her said voyage without unnecessary delay or deviation and shall be by perils of the sea lost in the course of such voyage, then this obligation shall be null and void, and said James Corsi shall be released from all liability in respect of by said sum of £2,000; PROVIDED ALWAYS, and it is hereby agreed and declared, that if the said ship shall the perils of the sea as aforesaid, be lost or so much damaged as to be unable to complete her said voyage, then if any part of the said ship or cargo or of the said freight shall be saved or earned, the above security so far as regards the property saved or freight earned, shall remain in force, and the said lender or his assigns shall be at liberty forthwith to enforce the same against such property and freight; PROVIDED ALSO, and the said loan is made on the express condition, that the said lender doth not accept or take upon himself any risk or liability on the said voyage, except such as is hereby expressly mentioned, and shall not be liable to contribute to, or make good any general or particular average, loss or expenditure or other charges of a like nature, which may happen to or be sustained by, or incurred in respect of the said ship or her cargo or freight upon the said voyage, in consequence of perils of the sea or otherwise.

Signed, sealed and delivered by the said JAMES CORSI, in the presence of THOMAS ROY and ALBERT DROSS.

AVERAGE BOND.

Our Agreement

made this _____ day of _____ 19____

BETWEEN The Nippon Kisen Kaisha, the owners of the ship or vessel called _____
 of the one part, and the several Persons whose Names or Firms are set and subscribed hereto, being respectively the
 Owners or Consignees or the Agents for the Owners or Consignees of Cargo on board the said Ship, of the other part,
 WHEREAS the said ship lately arrived in the port of _____ and it is alleged that during such voyage _____
 from _____ on a voyage _____
 and sustained damage and loss and that sacrifices were made and expenditure incurred which may form a Charge on
 the Cargo or some part thereof, or be the subject of a salvage and/or a general average contribution, but the same cannot
 be immediately ascertained, and in the meantime it is desirable that the cargo should be delivered; NOW THEREFORE
 THESE PRESENTS WITNESS and the said Nippon Kisen Kaisha on their own behalf and on behalf of the master
 agree with the respective parties hereto of the agreement of the second part hereinafter contained, hereby
 consignments on payment of the freight payable on delivery, if any, and on making a reasonable deposit as security for
 salvage and/or general average and/or particular and/or other charges as hereinafter provided if required, and the said
 parties hereto of the second part, in consideration of the said Nippon Kisen Kaisha, for themselves severally and
 respectively and not the one for the others of them, hereby agree with the said Nippon Kisen Kaisha that they will
 pay to the said Nippon Kisen Kaisha the proper and respective proportion of any salvage and/or general average and/or
 particular and/or other charges which may be chargeable upon their respective consignments or to which the Shippers
 or Owners of such consignments may be liable to contribute in respect of such damage, loss, sacrifice or expenditure, and
 the said parties hereto of the second part further promise and agree forthwith to furnish to the said Nippon Kisen
 Kaisha a Correct Account and Particulars of the Value of the goods laden on board and/or delivered from the said ship
 and owned by or consigned to them respectively and such other information as may be required, in order that any such
 salvage and/or general average and/or particular and/or other charges may be ascertained and adjusted in the usual
 manner, it being understood between the parties to this agreement that the said Nippon Kisen Kaisha only receive such

account, particulars and other information for the purpose of sending the same to the adjuster or Adjusters on behalf of
 the respective party or parties and that the said Nippon Kisen Kaisha do not accept any responsibility as to the
 correctness of the said account, particulars and other information.
 AND WHEREAS at the request of the said Nippon Kisen Kaisha the parties hereto of the second part or some
 of them have respectively deposited or agreed to deposit on account of such salvage and/or general average and/or
 particular and/or other charges with the said Nippon Kisen Kaisha the sum of _____ per cent,
 the sum so deposited by the said parties respectively shall be held as security for and upon trust for the payment to
 the parties entitled thereto of the salvage and/or general average and/or particular and/or other charges payable by
 the said parties hereto of the second part respectively as aforesaid and subject thereto upon trust for the said depositors
 respectively.
 PROVIDED ALWAYS that the said Nippon Kisen Kaisha may, from time to time, pending the preparation of
 the usual statement, pay or refund to the parties hereto of the second part or any of them in respect of the amount
 which may ultimately be found due to them such out of the said deposits as may from time to time be certified by the
 Adjuster or Adjusters who may be employed to adjust the said salvage and/or general average and/or particular and/or
 other charges to be a proper sum or proper sums to be advanced by the said Nippon Kisen Kaisha on account of the
 said amounts. AND IT IS HEREBY DECLARED AND AGREED that any payment or payments on account of the
 said amounts shall be made by the said Nippon Kisen Kaisha under or in accordance with the Statement or in pursuance of any
 Certificate to be made or given by the said Adjuster or Adjusters as aforesaid shall discharge the said Nippon Kisen Kaisha
 from all liability in respect of the amounts so paid; and it shall not be necessary for them to inquire into the correctness
 of the statement or Certificate. PROVIDED ALWAYS that the deposits so to be made as aforesaid shall be treated as
 payments made without prejudice and without admitting liability in respect of the said alleged salvage and/or general
 average and/or particular and/or other charges, and as though the same had been made by the depositors respectively
 for the purpose only of obtaining delivery of their goods; and in like manner all amounts returned by the said
 Nippon Kisen Kaisha to the depositors shall be received by the latter respectively without prejudice to any claim
 which the said Nippon Kisen Kaisha may have against them respectively. And nothing herein contained shall constitute
 upon any of the parties.
 WITNESS the hands of the several parties hereto the day and year first above written.



Signed in the presence
 of _____ }

No. <u>1</u>	No. <u>1</u>
19/1 190 6	Kobe, 19th January 190 6
Vessel <u>Jason</u>	Received from Messrs. <u>Smith & Co.</u>
B/L No. <u>15</u>	the sum of <u>Yen Seventy five only</u>
Arrived Value <u>Y.1500</u>	S.S. " <u>Jason</u> "
Depositors, Messrs. <u>Smith & Co.</u>	being <u>Rice</u> from <u>Neuchang</u>
Deposit <u>Y.75.-</u>	provisionally adopted as the net arrived value of the following goods, viz: <u>1/5 Five bales Good Skin</u>
	B/L No. <u>15</u>
	<u>Y.75.-</u>
	Nippon Insurance Co.
	(Sgd.) <u>P. K. Niobe.</u>
	Payee.

ORIGINAL GENERAL AVERAGE DEPOSIT RECEIPT.
LLOYD'S FORM.

M.B.—This Receipt must be produced before any refund can be made. In case of reimbursement by Underwriters, it must be delivered to them, or if any refund is to be claimed on their behalf by the Secretary of Lloyd's, the Receipt should be transferred to him. The refund will be made only to the bearer of the original receipts and will be the whole balance of the deposit after satisfying the General Average claim without deduction or set off of any other claims of the Shipowner against the Shipper or Consignee.

and the Shipowners have given the necessary instructions to Average Adjusters.

		明 明 明 明 明 治 治 治 治 治 四 四 四 四 三 十 十 十 十 十 一 一 一 一 九 年 年 年 年 年 六 六 四 四 十 月 月 月 月 月 十 十 十 十 一 五 日 日 日 日 日 改 訂 訂 訂 發 訂 三 三 正 行 三 版 版 再 行 版 發 發 版 刷 行 行 行 行 行
著 者 權 所 有 		校 閱 者 村 瀨 春 雄 著 者 窪 川 眞 澄 發 行 者 山 田 九 郎 印 刷 者 佐 藤 保 太 郎 印 刷 所 中 屋 商 店 活 版 部
發 行 所 東 京 市 神 田 區 表 神 保 町 貳 番 地 電 話 本 局 四 一 〇 及 二 〇 一 九 振 替 郵 便 貯 金 口 座 二 八 一 六 番		▲ 改 訂 海 上 運 送 ▼ 正 價 青 革 布 裝 金 參 圓 參 拾 錢 總 布 假 裝 金 參 圓 也

#HK53

