Ref. 25269

Def. Doc.-#1731-0

Agreement between the JAVA-CHINA-JAPAN LIJN N.V. of ALSTERDAM (J.C.J.L.) represented by Jhr. C. F. J. Quarles van Ufford and the NANYO KATUN KABŪSHIKI KAISHA of TOKYO (N.K.K.K.) represented by Mr. H. Terai for working the trade between Japan (Chosen and Taiwan not included) and the Netherlands East Indie and Vice-versa.

- 1. It is agreed between the parties hereto that the trade from Japan (Chosen and Taiwan not included) to the Netherlands East Indies, and from the Netherlands East Indies to Japan (Chosen and Taiwan not included), shall be worked by them in accord, subject to the terms and conditions herein set forward.
- 2.. Subject to exceptions provided in clauses No. 4 (four) and 5 (five), of the total amount of freight on cargo carried by each party from Japan (Chosen and Taiwan not included) to the Netherlands East Indies and vice-versa, less rebate, transhipment charges, and charges to or from transhipment ports, a proportion of 30 percent (thirty percent), shall be retained as carriers' allowance, and the balance of 70 percent (seventy percent) shall form a pool to be devided as follows:

  from Japan (Chosen and Taiwan not included)

to	Java ports & Macassar	J.C.J.L. 353 %	N.K.K.K. 64½ %
		(thirty five & three quarter percent)	(sixtyfour & one quarter percent)
to	Palembang	50 % (fifty percent)	50 % (fifty percent) 50 %
1	Padang	(fifty percent)	(fifty percent)
	Manado	50 % (fifty percent) 60 %	(fifty percent)
to	K.P.m. ports, as defined in clause No. 5 (five), with transhipment	(sixty percent)	(forty percent)

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from Netherlands East Indies to Japan (Chosen and Taiwan not included):

	J.C.J.L.	N.K.K.K.
from Java ports & Macassar	40 %	60 %
	(fcrty porcent)	(sixty percent)
from Palembang	50 %	50 %
from Padang	(fifty percent) 50 %	(fifty percent) 50 %
	(fifty percent)	(fifty percent)
from Lenado	50 %	50 %
from K.P.M. ports, as defined		(fifty percent)
in clause No. 5 (five), with transhipment	(sixty percent)	(forty percent)

should ports in the Netherlands East Indies, other than Java-ports,
Macassar Palembang, Padang, Menauo Balia-Papan and Oosthaven, be called
at direct, the share of each party in the total nett freight-earnings on
polcargo to and from such ports will be devided between both parties
according to percentages to be mutually agreed upon. It is understood
that the freight-earnings of the Nippon Yusen Kaisha on poolcargo in the
trade from Japan to Menado, and vice-versa, after deductions having
been made as specified above in this clause, are included in the share
of 50 % (fifty percent) of the Menado-trade, which is alloted to the
N.K.K.K. The nippon Yusen Kaisha will be invited to join the poolarrangement on this basis, as far as the Menado-trade is concerned.

- 3. This pool is to commence as from the 1st July, 1936.
- 4. Lumber, timber (except ebony wood), bullion, explosives and "open rate" cargo such as coal, liverstock, refrigerated cargo and mail are not to be included in the pool accounts provided for in this agreement. However in case of enquiries, both parties will consult each other, and if possible such cargo will be booked for the steamer (s) which is (are) best situated and has (have) sufficient time and space available to load

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and carry the cargo.

Note: However, the nett freight on sugar to be included in the pool.

- 5. Through cargo other than transhipment cargo to or from K.P.M. ports is not to be included in the pool accounts provided for in this agreement.

  K.P.M. ports are ports in the Netherlands East Indies which are not called at by J.C.J.L. and/or N.K.K.K.
- 6. Should any steamer, chartered or owned, belonging to either party but not trading on the routes referred to in this agreement, take cargo either from Japan to the Netherlands East Indies or from the Netherlands East Indies to Japan, the freight on the cargo shall be returned to the pool as provided for in this agreement, except as otherwise stipulated in clause No. 11 (eleven).
- 7. Should any steamer be lost before completing her voyage, her nett earnings shall rank in the pool.
- 8. Accounts of the pool shall be made up every quarter, and as soon as possible after the end of each quarter the figures shall be determined and the division thereupon made.
  - A. The term "quarter" is the pariod between the 1st January and 31st March; 1st April and 30th June; 1st July and 30th September; 1st October and 31st December, respectively, in each year.
  - B. A ship shall be considered to belong to that quarter and be included in that quarter's accounts, in which she left the port of Kobe or last previous port in Japan if not calling at Kobe, on her voyage for the Netherlands East Indies, or the port of Sourabaya, or last previous port in the Netherlands East Indies if not calling at Sourabaya, on her voyage to Japan.

It is understood that all cargo loaded previously or subsequently to th sailing from Kobe or Sourabaya respectively shall be included in that ship's account. In case of unavoidable delay a ship shall be ranked to belong to that quarter in which she was scheduled to leave Kobe or Sourabaya respectively.

- C. Within one "onth after departure of each vessel fro" her last loading port each party will file with the Conference Secretary at Batavia for the Nether lands East Indian/Japan trade, and with the Conference Secretary at Kobe for the Japan/Netherlands East Indian trade a Manifest and a statement of all pool-cargo loaded by such vessel, indicating ports of shipment. transhipment and destination, number and description of packages, contents, weight, and/or "easure"ent, rate of freight, gross freight eanings, rebates, transhipment charges, share of the K.F.W. and nett freight earnings.
- D. For the trade from the Netherlands East Indies to Japan and for the trade from Japan to the Netherlands East Indies separate pool-statements will be drawn up by the Conference-Secretaries. These pool-statementa to be made by the Batavia-Secretary, will ocmprise the nett freight-earnings of both parties on all pool-cargo from the Netherlands East Indies destined for Japan, and those to be drawn up by the Kobe-Secretary, will comprise the nett freight-earnings of both parties on all pool-cargo from Japan destined for the Netherlands East Indies.
- E. Each party upon having received these pool-statements undertakes to examine same without delay, and as soon as having been found correct by them, pay-"ent shall be made by the party overearning to the party underearning of the amounts due. These payments will take place as far as the trade Netherlands East Indies/Japan is concerned at Batavia in cash in Dutch currency, and

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- for the trade Japan/Notherlands East Indies at Kobe in Japanese currency within 15 days after the pool-statements in question have been accepted by both parties, failing which interest at the rate of 4% per annum will be charged from the 15th day until date of payment.
- 9. Each company shall be responsible for the amount of freight called for by bills of lading.
- 10. Concerning the calling at ports other than Java ports and "acassar, and other than main ports in Japan, and also as regards the number of sailings to such ports, each party shall maintain the "Status quo". If the requirements of trade or other circumstances should require the incidental or regular calling at other so-called "outports" in the Netherlands East Indies or Japan, or if the number of sailings to the outports called at under the "status quo" should have to be increased or decreased, such extra calls, or increased or decreased sailings, can only be arranged after rutual consultation and by "utual consent". It shall be decided according to the "erit of the circumstances whether a pool shall be formed and whether the shares of each party in the pool provided in clause No.2 (two) shall be revised, on account of such extra calls or sailings increased or decreased as mentioned above.
- 11. Both parties shall undertake to supply sufficient tonnage to meet the requirements of the trade and to carry their respective shares of the trade as stipulated in clause No.2 (two). When one of the parties is unable to supply the tonnage as above required, the tonnage may be supplied by the other party, by mutual consent. Cargo so carried shall not be considered as "over-carried cargo", and shall not be included in the accounts of the pool. When both parties require additional tonnage to meet the demands for cargo offering, and it is found necessary to charter for this purpose,

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the profit or loss of such chartering shall be shared by the parties in the proportions provided for in clause No. 2 (two) for the division of the pool.

Chartering shall be arranged in consultation with the Agents at Kobe or Batavia, a preference being given to steamers of the parties if available at current rate. All earnings and expenses from the time of such chartering to the expiration thereof shall be included at current rates of exchange as fixed by the Agents of both parties in mutual consent.

- 12. The Agents of the parties at Kobe and Batavia shall respectively form a local Conference to cooperate in all matters affecting their joint interests, and the rate of freight and rebate on the cargo both from Japan to the Netherlands East Indies and vice-versa shall be fixed by such Agents in concert, and shall be the same by both parties.
- 13. Rate of freight and rebate shall not be altered without the consent of both parties.
- 14. The same tonnage scale of weight and measurement shall be adopted by the paties at all ports.

  The system of weighing and measuring of cargo, as well as the customary facilities to be allowed in the trade shall be arranged after mutual consultation and by mutual consent.
- 15. This agreement shall come into force as from the 1st July, 1936,

  (inclusive) and shall continue in operation until 30th June, 1939.

  Either party shall be at liberty to determine it on the latter date by proviously giving to the other six months' notice in writing.

  Failing such notice having been given by either party, this agreement shall continue from year to year until not less than six months! notice

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in writing has been given by either party to the other before January 1st in any year.

16. Any dispute or claim which may arise out of this Agreement which cannot be disposed of by the J.C.J.L. and N.K.K.K. themselves, shall be referred to two arbitrators (for arbitration at Batavia or Kobe, as provided herein after), one to be appointed by each party or in the event that the arbitrators cannot agree then to an umpire to be mutually agreed upon and appointed by the arbitrators or in the event that the arbitrators cannot agree upon the appointment of an umpire then the President of the highest Civil Court having jurisdiction over the place of the arbitration shall be requested to appoint an umpire and in either event the findings of the arbitrators or their umpire as the case may be shall be final and binding upon the parties hereto.

The party requesting an arbitration shall signify to the other party in writing the arbitrator nominated by the requesting party and call upon the other party likewise to nominate its arbitrator within fourteen (14) days. If such term expires without result the Competent Court having jurisdiction over the place of the arbitration as hereinafter provided shall be requested to nominate the arbitrator of such other party and both parties shall be bound by the arbitrator so nominated.

The venue of an arbitration arising out of any dispute whatsoever Concerning the Japan to Netherlands East Indian trade shall be Kobe.

The venue of an arbitration arising out of any dispute whatsoever concerning the Netherlands East Indian to Japan trade shall be Batavia.

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All costs of any arbitration held in accordance with this clause shall be borne by the party declared at fault by such arbitration or in the event of a partical fault the costs shall be borne as provided by the decision of the arbitration.

Dated, Kobe, this second day of October nineteenhundredthirtysix.

JAVA-CHINA-JAPAN LIJN N.V.

NANYO KAIUN KABUSHKI KAISHA.

Jhr. C. F. J. Quarles van Ufford H. Terai

General Far Eastern Representative. Fanaging Director.

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## CERTIFICATE

I, Tetsuo SHIOTSUKI, Chief of Archives Section, the Nanyo Kaiun Kabushiki Kaisha, hereby certify that the document hereto attached in English consisting of 7 pages and entitled "Agreement between the Java-China-Japan LIJN N.V. of/Amsterdam (J.C.J.L.) represented by Jar.C.F.J. Quarles van Ufford and the Nanyo Kaiun Kabushiki Kaisha of Tokyo (N.K.K.K.) represented by Mr.H. Terai for working the trade between Japan (Chosen and Taiwan not included) and the Netherlands East Indies and Vice versa is a document which is in the custody of the Nanyo Kaiun Kabushiki Kaisha.

Date: 10 June, 1947

/S/ Tetsuo, SHIOTSUKI

Witness: /S/ Masaru, TAKATSU

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バレムバン行	50%	50%
バダン行	50%	50%
メナド行	50%	50%
k, P, M,港 行接續	60%	40%

## 下記蘭印語港ヨリ日本(朝鮮,台灣ヲ含マズ)へ運送スル場合

	T.O.T.L.	N,k,k,k,
ジャバ諸港及マカツサルヨリ	40%	60%
パレムバンヨリ	50%	50%
バダン ヨリ	50%	50%
メナドョリ	50%	5.0.0
k,P,M,港ョリ接續	60%	40%

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日 附 於 テ 終 結 得

當 亭 者 何 カ 依 ル 斯 力 通 告 ナ 丰 1 + アラザル ハ 本 契. 約 限 1 年 リ有 × 效ナ 縫 續 サ ル

日

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告

本 約 行 7 生 丰 ズ 仲 者 附 託 サル 異 七 ラ 譿 若 後 合 述 若 ク 意 1 シ叉 1 成 如ク、 要 立 セザ 求 審 1 判者ノ任 バタピア 各 ル場合ハ其 社 3 IJ 命 又 1. 神 痂 合 任 意 戶 仲

ヲ 有 於 F 判 モ 者 定 以 兩

陨 斯 通 經 如 n 在 場 命 取 當 セ 者 手 方 面 定 任 仲 亦 テ 丰 чH ..... 定 手 戀 数. 25 者 方 1: 25 日 想 7 以 丽 = 指 自 肝 當 指 內 事 = = 名 名 己 省 鹙 其 7 ス 1 依 要 2 ヲ ハ テ 沈 仲 任 拘 7 IJ 答 朿 戀 提 ス te. n 陰 潜 ナ ス ル 起 0 1. 9 中 1 ·E 指 裁 ラ 7 1 凉 テ 潜 名 ス

裁 即 3 日 取 區 神 ス テ 争。 依 テ 提 起 七 ラ

依 總 裁 用 1 ス 仲 裁 叉 A 定 部 資 = 依 任 IJ ア 實 任 合 T 裁

ノ決定スルトコロニ從テ負擔セラルルモノ、

神戸ニ於テ

昭和十一年十月二日

バ、チャイナ、ジャパン、ライン

社

極東總代理人の下でファレス

アン、ウッフォー

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鹽 南 海 文 行 課 長

易 衰 者 宜 關 信 文 义 約 間 頁 氏 及 東 南 洋 朝 L 7 海 鮮 運 ス 株 テ 代 南 式 洋 表 7

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