救援ニ準ズベキ行爲

海外ニ於ヲハ左ノ場合ニ救護ニ準ジ報酬ヲ得ベシ

一　船長カ船舶ノ位置ヲ知ラサル場合ニ注意ヲ與ヘタル時

二　火災ニ罹リタル船舶ノ消防ノ爲メニ消防船(Floating Fire Engine)ノ使用ヲ許シタル時

三　海難ノ爲メ錨(Anchor)及ビ錨鎖(Chain)ヲ失ヒタル船舶ニ之等ヲ供給シタル時

四　遭難船舶ノ依賴ヲ陸地ニ傳送シタル場合

五　危險ニ瀕シタル船舶ノ見張リヲ爲シタル時

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船長ノ意志ニ反シテ爲シタル救護

而シテ例セバ遭難船舶ノ救護ノ依賴ヲ陸地ニ傳送シタル場合ニ天候俄ニ靜マリ最早救護ノ必要ナキニ至リタル時其他自己ノ救護ヲ好マズ他ノ船舶ヲシテ代リテ救護セシムルニ至リタル時ハ前ノ救助人ハ當然勞力ト費用トノ報償ヲ受クベシ尤モ前既ニ述ベタルガ如ク船長ノ意志ニ反シテ爲シタル救護ハ假令效ヲ奏スルモ救護賃ヲ請求シ得ザルヲ原則トス但船長ガ酩酊人事不省ノ場合等ハ此限ニ非ズ

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生命ノミヲ救助シタル場合

救護賃ハ貨物船舶等ノ財產ヲ救護シタル時ニ支拂ハルベキノミニシテ單ニ生命ノミヲ救助シタル時ハ救助人ハ救助賃ヲ請求シ能ハザルヲ原則トス故ニ一組ノ救助人ガ旅客船員ヲ救助シタル時ハ後者ハ救助賃ヲ請求シ得ザルナリ此點ニ就キ各國ノ法律規定スル所殆ンド一樣ナリ又船舶ガ遭難シタル場合ニ船長ガ旅客ヲ安全ナル場所ニ運送センガ爲メ他ノ船舶ト救助契約ヲ締結セントスルニハ必ズ必要(Necessity)ニシテ且船主ニ利益(Benefit)ナルヲ要ス若船主ガ如何ナル事情アルモ旅客ヲ契約ノ上陸地迄運送スル絕對的義務アラバ兎モ角船客切符ニハ多ク除外例ヲ設ケ遭難シタル場合ニハ必ズシモ他船又ハ代船ヲ以テ送還スル義務ナシトス況ンヤ船員ヲヤ然レドモ英國ノ判決例ニヨル時ハ生命ト併セテ財產ヲ救護シ得タル時支拂ハルベキ救護賃ハ却テ巨大ナルモノアリ又彼一八五四年發布ノ商船法ニヨル時ハ英國ノ領海內ニテ難破セル船舶ヲ救護シタル時ハ生命ヲ救助シタル救助人ハ救助賃ヲ請求シ得ベシトノ規定アリ降テ一八九四年發布ノ商船法(現行)ニヨル時ハ英國領海內ノ英國船又ハ外船其他位置ノ如何ヲ問ハズ英國船ヨリ生命ヲ救助シタル時ハ救助セラレタル船主貨主等ハ相當ノ救助賃ヲ負擔スベシ云々トノ規定ヲ看ルニ至レリ

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救護セラレタル船舶ノ旅客ハ救助賃ヲ負擔スル責アリヤト問フニ分擔ノ標準

救護セラレタル船舶ノ旅客ハ救護賃ヲ負擔スヘキヤ

救護船ニ積荷ヲ爲セル貨主ハ救護賃ノ一部ヲ請求シ得ヘキカ

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ヲ定ムルコト能ハザルガ故ニ之ヲ負擔セザルヲ例トス

救護船ニ積荷ヲ爲セル貨主ハ救護賃ノ一部ヲ要求スル權利アリヤ否ヤト尋ヌルニ現今各國ノ慣例ニ從ヘバ要求ノ權利ナキモノヽ如シ其理由トスル所ハ船長ガ他ノ船舶ヲ救護シタルガ爲メニ受クル所ノモノハ要スルニ勞力ニ對スル報酬ニシテ勞力ヲ出サヾル者ハ之ガ分配ヲ受クル權利ナシト云フニ在リ或論者ハ救護賃ノ取得權ヲ有スル者ハ唯船長ト海員トニ限ルコトヲ主張スルモノサヘアリ尤モ船主ハ自己ノ船舶ヲ危險ニ曝スノミナラズ航海ノ遲延ヲ來ス等ノ損害少ナカラザルガ故之ニ對シ救護賃ノ一部ヲ取得スルハ當然ノ事ニ屬スレドモ貨主ニ在リテハ之ト同一ノ論法ヲ以テ推スコト能ハズ成程貨物モ特殊ノ危險ニ曝サルヽニハ相違ナキモ之ガ爲メニ損害ヲ被ルコトアラバ船主ニ對シ賠償請求ノ途アリ直接ニ第三者タル被救護者ニ請求シ得ベキモノニ非ズ實際ニ於テハ船主ハ船荷證券ノ特約條項ニヨリ所謂航路外航行ニ就キ責ヲ免ルヽコト多キモコハ船主ト貨主トノ間ノ特約ニ過ギザレバ之ガ爲メニ救護賃ノ請求權ヲ發生スルノ理ハ毫モナシトス尤モ右ノ反對說モナキニハ非ズ一九〇

○年巴里ニ開カレタル萬國海上法會議ニ於テハハーブル(Havre)ノ辨護士ドグランドメイゾン氏(De Grandemaison)ハ救護船ニ積載セラレタル積荷モ救護賃ノ幾分ヲ取得スルコトハ當然ナリトノ說ヲ議題トシ其理由ニ曰ク積荷ハ船舶ト同樣危險ニ曝サルヽノミナラズ救護ノ爲メ航海ノ遲延ニ基キ貨主ハ商機ヲ逸シテ意外ノ損失ヲ招ク場合モ起ルカ故必ズト主張スルニハアラネドモ少クモ「積荷ニ救護賃ヲ分與スルコトヲ得」トノ但書ヲ附センコトヲ望ム旨ヲ縷々述ヘタレドモ種々ノ反對說續出シ中ニハカヽル問題ハ未ダ曾テ想像サレタルコトナシトノ極端論サヘ顯ハレ且ツ會期ノ終リナリシヲ以テ議長ノ計ヒニヨリ次會迄委員ニ附托シテ調査セシムルコトヽナレリ之ヲ要スルニ救護賃ガ勞力ニ對スル報酬ナリトセバ之ヲ積荷ニ分與スルコトハ少シク其當ヲ得ザルモノヽ如キモ救護ノ爲メニ船舶ガ危險ニ曝サレ從テ積荷モ亦危險ニ曝サルヽコトハ事實ナルガ故船舶ノ得タル救護賃ノ幾分ヲ割キテ積荷ニ分與スルコトハ公平ニ近キ方法ナランカ世論ハ貨主ノ位置ヨリ考フレバ甚不利益ナルガ如シト雖ヘ𪜈貨主ハ海上保險者ニ請求ヲ爲ス途アリ然ラバ海上保險者ハ不利益ナル位置ニ

在ルガ被保険者ハ斯カル危険ヲ見込ミテ保険料ノ割合ヲ定ムルガ故毫モ不利益ヲ被ルコトナシ

救護賃ノ分配

救護賃ノ分配（Apportionment）ニ就キテハ不平ノ聲絶ヘズ就中裁判所ニテ救護賃ヲ制定シタル時トス汽船ガ救護ヲ爲シタル時ノ如キハ海員中運轉士其他水夫ノ如キハ危險ニ曝サルヽ程度高キニ拘ラズ救護賃ノ分配比較的船主ニ厚キト雖又各自ノ給料額ニ比例シ分配セラルヽヲ不滿ニ思フ輩些カラズ今歐洲各國ニ行ハルヽ救護賃ノ分配法ヲ窺フニ救護船ガ汽船ニシテ專ラ汽力ニヨリテ救護ヲ成シタル時ハ救護賃ノ四分ノ三ヲ船主ニ與フルヲ普通トス蓋救護ヲ爲スニ就キテハ船主ノ所有ニ係ル船舶ハ損傷ヲ生ゼン又船舶ハ甚シキ危險ニ曝サルヽヲ恒トスルガ故ニ積載セル積荷ノ所有者ニ對スル責任モ著シク增加スルヲ免レズ其他消費セル石炭其他各種ノ經費モ計算ニ加ヘザルベカラズ然レバ四分ノ三ノ分配ニ與ルモ差引キ餘リ利得トナラザルコトアラン次ニ殘餘四分ノ一ノ三分ノ一ヲ船長ニ與ヘ殘リ三分ノ二ハ各海員ノ給料額ニ應シ分配スルヲ至當トス蓋各海員ノ勞力及ビ危險ニ曝サレタル程度ヲ數字ニテ割出スコトハ到底不可能ノコトニ屬スルガ故各自其職ニ全力ヲ盡セルモノト看做シ給料額ニ比例スルハ止ムヲ得ザルナリ尤モ一二ノモノ特別ナル技量ヲ表ハシ特種ノ危險ニ曝サレタルコト明ナレバ裁判所ハ之ニ特別ノ報酬ヲ與ヘ又ハ給料ニ割當テタル倍額ヲ分配ス又裁判所ニ於テ救護賃ヲ分配セズ船主自ラ之ニ當ル時ハ裁判所ニ於ケルガ如ク各種ノ事實ヲ探明スルコト能ハザレバ給料比例法ヲ採ラザル時ハ分配ノ上ニ依估負ヲ生ジ到底各人ノ滿足ヲ買ヒ難シトス右ハ普通ニ行ハルヽ分配方法ナリト雖ヘドモ船長又ハ海員ノ特別ノ熟練技能ニ重キヲ置カザルベカラザル時ハ救護賃ノ三分ノ二ヲ船主ニ三分ノ一ヲ船長及ビ海員ニ分配スルコトモアリ又或判決例ニヨルト時ハ事務部衞生部ノ海員ハ救護ニ就キ特別ノ勞務ヲ盡サヽルヲ理由トシ給料比例額ノ半額ヲ分配セシコトアリ

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救援救助費用ノ債權

救援救助費用ノ債權ニ付キテハ共同海損ト同ジク物之ヲ分擔スルヲ原則トス故ニ救援又ハ救助セラレタル物ヲ委付スルニヨリ其所有者ハ救援救助費用ノ負擔ヲ免カルヽモノナリ然レドモ所有者ノ依賴ニヨリ救援又ハ救助ヲ行ハレ

タル時ハ是亦情況ヲ變ジ人之ヲ負擔ス換言セバ如何ナル場合ニ於テモ所有者ハ其支出セラレタル有益ナリシ費用ノ分擔ヲ免カルヽコトヲ得ザルナリ

救援救助費用ノ債權者ハ船舶屬具及ビ未收運賃ノ上ニ先取特權ヲ有シ此先取特權ハ發生後一年ヲ經過セバ消滅ス

國際間ニ於ケル遭難船舶及ビ貨物ノ取扱ハ十六世紀頃ニ至リ舊時ノ掠奪主義ヨリ面目ヲ一新シ列國ハ友誼及ビ道德上互ニ遭難船舶及ビ貨物ヲ保護スル義務アルコトヲ認メ近年ハ多ク條約中ニ之ヲ規定スルニ至レリ（日英通商航海條約第十二條日米同條十一條日佛同第十三條日獨同第十四條參照其他略之）

獨逸 墺太利 新西蘭 六二 葡萄牙 其他略之 新西蘭 六二 六三

國際的救護

第十二章　共同海損

第一節　共同海損ノ沿革並ニ定義

共同海損ノ定義並ニ原理 新西蘭 六四

新商法ハ共同海損 General Average ノ定義ヲ下シテ曰ク

船長ガ船舶及ビ積荷ヲシテ共同ノ危險ヲ免レシムル爲メ船舶又ハ積荷ニ附キ爲シタル處分ニヨリテ生ジタル損害及ビ費用ハ之ヲ共同海損トス

抑共同海損ノ原理ハ公平（Equity）ト民法ノ所謂不當利得トニ基クモノニシテ何人ト雖ヘモ故ナクシテ他人ヨリ恩惠ヲ蒙ルコト能ハズ若他人ヲ犧牲ニ供シ自己利益ヲ得バ必ズヤ之ニ應スベキ報酬ヲ與フルハ實ニ德義上公平ヲ得タルモノニシテ若何等之ニ報酬ヲ與ヘザルトキハ法律上不當利得ニ相當スルモノニシテ利益ノ存スル限度ニ於テ之ヲ返還セザルベカラズ

共同海損ノ起原ハ漠トシテ知ルニ由ナキモ其原理ハ蓋シ洋ノ東西ヲ問ハズ古ヘヨリ行ハレタル所ニシテ最古ノ例ヲ投荷トス投荷トハ船舶暴風雨等ニ遭遇

村民 三三 六四

共同海損ノ沿革

シタルヤ危險ヲ免レンガ爲メ其他坐礁等ニ際シ船體ヲ引卸スガ爲メ積荷ヲ海中ニ投ズルノ謂ナリ歐洲諸國往古ノ慣習ニ徴スルニ船舶ニハ貨主ノ總代必ズ便乘シ船長ハ緩急ノ場合ニ之ガ處置ヲ右總代ニ謀リシ上緒論ニ於テ述ベシガ如シ例ヘバ暴風雨ニ際シ船舶並ニ他ノ積荷ヲ救ハンガ爲メ相談ノ上投荷ヲ爲スカ如シ而シテ右投荷ノ結果ニヨリテ共同ノ危險ヲ免レシメタルヤ船主及ビ貨主ハ果シテ投荷ノ損害ヲ分擔スル義務ヲ有スモノナリヤ否ヤニ付キテ往々苦情ヲ生ズベキガ故是等ノ事實ヲ調査センガ爲メニモ總代ノ便乘ヲ必要トセシナリ然ルニ航海術ノ進歩ト社會ノ複雜トハ到底斯ル迂遠ナル因習ヲ循守スルヲ許サズ今ヤ船長ハ一方ニ船主ノ代人トシテ他方ニハ貨主ノ代人トシテ船舶並ニ積荷ノ利益ヲ圖ルベキモノトナリ船長ハ航海中最モ貨主等ノ利益ニ適スル方法ニヨリテ積荷ノ處分ヲ爲ス義務アルト共ニ貨主モ亦民法ノ所謂事務管理ノ規定ニヨリ船長ガ善意ヲ以テ積荷ヲ處分セルトキハ自然其責ニ任ゼラルベカラズ

積荷主ノ總代ヲ組織シタルコト

村　三四　新聞紙發表

我德川時代ニモ平均勘定トテ航海中危急ノ場合ニ投荷ヲナシタルトキハ無事

平均勘定

ナル積荷ノ貨主ハ犧牲ニ任セラレタル積荷ノ貨主ニ賠償スル慣習アリキ

投荷ハ共同安全ノ爲メニ犧牲ニ供セラレタル最モ適當ナル例トシテ古ヘハ之ヲ以テ唯一ノ共同海損トナシ之ガ分擔ニ對シ異議ヲ唱フル者殆ンド無カリシト謂フ然レドモ海運ノ複雜ト共ニ共同海損ハ獨リ投荷ノ場合ノミニ限ラルヽニ至レリナク或ハ船舶ガ沈沒ノ不幸ヲ見ントスルニ當リ故意ニ坐礁ヲナシ又ハ船中火災ヲ生ジタルガ爲メ之ヲ消防セントシテ注水ヲナシタルガ爲メ生ジタル損失損害並ニ費用等要スルニ船長ガ船舶及ビ積荷ニ切迫セル共同ノ危險ヲ救フガ爲メ特ニ釀シタルモノタル以上ハ皆共同海損ト爲スニ至レリ

第二節　損害及ビ費用ガ共同海損タルベキ要素

任意ノ結果

第一　任意ノ結果ニ出デタルモノナラザルベカラズ

既ニ述ベタルガ如ク共同ノ安全又ハ利益ノ爲メニ任意ニ釀シタル損害並ニ損害ノ結果タル費用ハ共同海損タルベキモ共同ノ安全又ハ利益ニ非ズシテ唯一

個人ノ安全又ハ利益ノ爲メニ醸シタル損害、或ハ不可抗力ニ歸因スル損害ノ如キハ共同海損タルコトヲ得ス

船員ノ非常手段

第二　船員ノ非常手段ニ由リタルモノナラザルベカラズ

此要素ハ第一ト關聯スル所ニシテ各國ノ法律慣習亦一致セリ

危險ノ切迫

第三　危險切迫ノ際ニ生ジタルモノナラザルベカラズ

此要素ニ就キテハ大ニ議論アル所ニシテ英國ノ慣習及ビ判決例ニ從ヘバ之ヲ必要トスルモ歐洲大陸諸國中、佛蘭西、白耳義等ニ於テハ必シモ之ヲ必要トセズ是元來共同安全說(Common Safety Theory)ト共同利益說(Common Benefit Theory)トノ兩說アル所以ナリ前說ニヨルトキハ船舶、積荷ニ切迫セル危險ヲ免レシメンガ爲メ共同ノ犧牲ニ供シタル損害並ニ費用ハ共同海損トナスモ其以後ニ於ケル損害及ビ費用ハ單獨海損(Particular Average)ニシテ船主又ハ貨主ガ各別ニ負擔スベキモノタリ之ニ反シ後者ノ說ニ從ヘバ危險切迫シタル場合ハ勿論、危險切迫セズ又危險經過後ト雖ヘドモ苟モ船舶並ニ積荷ノ利益トナル手段ヲ執リシトキハ其結果タル損害並ニ費用ヲ以テ悉ク共同海損ト爲スモノナリ

共同安全說

共同利益說

村　三

此他共同ノ安全及ビ利益ヲ以テ共同海損ノ要素ト爲ス折衷說アリ我新商法ノ如キハ此精神ヲ採用セルモノヽ如シ

折衷說

村　三

結果ノ如何ニ重キヲ置カサル說

第四　處分ガ好結果ヲ奏シタルモノナラザルベカラズ

結果ノ如何ニ重キヲ置ク說

此要素ニ就キテモ議論アリ結果ノ如何ニ重キヲ置カザル說ニ從ヘバ海難ニ際シ船舶積荷ノ救援救助ヲ爲ス場合ハ間髮ヲ容レザルモノアリ故ニ結果ノ如何ニヨリテ共同海損タルト否トヲ別ツトセバ船長ハ處分ヲ爲スニ付キ深慮セザルベカラザルノ結果往々果斷ヲ以テ之ヲ爲サバ良好ナル結果ヲ得ベカリシモノモ自由ノ處分ヲ束縛セルニヨリ竟ニ遭難ノ不幸ニ陷ルコトアルベシ故ニ船長ガ處分ヲ爲ス時ノ意思ヲ以テ直ニ共同海損ト爲スベシト云フニ在リ結果ノ如何ニ重キヲ置ク說ノ根據トスル所ハ何人モ自ラ些少ノ恩惠ダモ蒙ラザルモノニ對シ報酬ヲ爲ス必要ナシト云フニ在リ前說ハ英國ニ行ハレ後說ハ佛國ニ行ハルヽ所ナリ佛國ニ於ケル極端論者ハ猶處分ノ結果良好ニシテ船舶並ニ積荷ノ兩者カ救ハレシ場合ニ限ルモノトナスモ主張セリ我商法ハ之ニ倣ヒ共同海損ノ成立ニハ船舶、積荷ノ兩者ガ必ズ保存セラルヽヲ要セシモ新商法ニ依ルト

佛國ニ於ケル極端說

村　三七

猶ホ次項ヲ參照スベシ

新商　二四一　キハ船舶ノミ保存セラレタルト積荷ノミ保存セラレタルトヲ撰マズ是一八八八年ブラツセルス二開カレタル國際商法會議ノ議決ニ倣ヒタルモノナリ

危險ノ普及　村　三元　**第五**　危險カ船舶ト積荷トノ兩者ニ及ビタルトキナラザルベカラズ　共同海損ハ船舶ト積荷トニ於テ分擔スベキ損害並ニ費用ヲ指スモノナレバ危險ガ船舶積荷ノ雙方ニ及ビタルトキニ限ラルヽハ勿論ナリ

當事者ニ過失ナキコト　**第六**　當事者ニ過失ナキヲ要ス　此要素ニ就キテモ各國法律ヲ異ニセリ佛法ニ於テハ船長ニ過失アルトキニ限リ單獨海損トナスモ獨法ニ於テハ第三者又ハ當事者ニ過失アルトキト雖ヘ𪜈共同海損ノ成立ヲ妨ケズ過失ニヨリ損害ヲ惹起シタル當事者ハ自己ノ被リタル損害ニ付キ賠償ヲ求ムルコト能ハザルノミナラズ他ノ關係者ト共同海損ヲ分擔スル義務ヲ有スルモノナリ而シテ一八八八年ブラツセルスニ開カレタル國際商法會議ニ於テハ海損ノ原因タル危險カ船長其他ノ船員或ハ積荷ニ就キ利害關係ヲ有スル者ノ過失或ハ船舶又ハ積荷ノ瑕瑾ニ原因スルトキト雖ヘ𪜈

村　三元　新商　二四一　之ガ爲メニ被リタル犧牲及ビ失費ハ之ヲ共同海損トシ過失又ハ瑕瑾ニ付キ其行爲者ニ對シ損害ヲ賠償スルコトハ共同海損ノ精算トハ完ク獨立タルベシトノ議決ヲ爲セリ我新商法モ亦此精神ニ從ヒタル條文アリ

第三節　共同海損ノ重要ナル場合

投荷　村　三四―三四　甲板上貨物ノ投荷　村　三五　新商　二四二　**第一**　投荷(Jettison)　投荷セラレタル積荷並ニ投荷ニヨリ故意ニ生シタル損害ノ如キハ共同海損タルコト明瞭ナリト雖ヘ𪜈甲板積貨物(Deck Cargo)ノ投荷ハ共同海損ト看做サレザルヲ原則トス元來甲板ハ荷積ヲ爲スベキ場所ニ非ザルガ故ニ甲板上ノ貨物ニ對シテハ貨主ハ豫メ投荷セラルヽコトヲ覺悟セルモノト看做スヲ至當トス故ニ遭難ニ際シ之ガ投荷ヲ爲スモ貨主ニ於テハ決シテ不慮ノ災害ヲ招ギタルモノト謂フヲ得ズ從テ其損害ハ共同海損タルベキ性質ヲ缺クモノトス然レドモ我新商法ニヨレバ沿岸ノ小航海ヲ爲ス船舶ニ於テハ甲板上ニ積荷ヲ搭載スル慣習ニ從ヒテ甲板上貨物ノ投荷ハ共同海損ト爲ス規定アリ

新商 六五二

ヨーク、アントウアープ規定(York Antwerp Rules)第一條ニ從フトキハ甲板上貨物ノ投荷ハ一切共同海損ト看做スコトヲ得ズトアリ此クノ如ク甲板上貨物ハ投荷ニヨリ生ズル損害ノ賠償ヲ受クルコト能ハザルニ拘ラズ他ノ貨物ノ投荷等ヨリ生ズル共同海損ニ付キテハ猶之ヲ分擔スル義務ヲ免レザルモノナリ

新商 六五八

甲板上ノ貨物ニ非ズト雖ヘモ船荷證券其他積荷ノ價格ヲ評定スルニ足ルベキ書類ナクシテ船積シタル貨物又ハ屬具目錄ニ記載セザル屬具ノ投荷ノ如キモ亦我商法ニ從フトキハ共同海損ト看做サレザルモノトス

船荷證券ナキモノ、投荷

新商 六五八

右ノ外船荷證券其他積荷ノ價格ヲ評定スルニ足ルベキ書類ニ原價ヲ記載シアル積荷ガ犧牲トナリタル場合ニ其原價ガ實際ノ價格ヨリモ低キトキハ船荷證券其他ニ記載セル價格ヲ以テ共同海損額ト爲スニ拘ラズ共同海損ヲ分擔スルトキハ其物ノ評價ヲ以テ負擔セシムルノ規定アリ是蓋シ共同海損精算ニ當リ往々生スル所ノ弊風ヲ矯メントスル主旨ニ出デタルモノナリ

船荷證券ニ原價ヲ記載シタル場合

新商 六五八

第二　帆檣ノ切斷(Cutting Away Mast)

帆檣ノ切斷

共同ノ危險ヲ免レシメンガ爲メ故意ニ帆檣ヲ切斷スルガ如キハ猶投荷ノ場合ト同ジク共同海損タリ帆檣ノ切斷ニ附隨シテ生シタル損害亦然リ然レドモ帆檣或ハ網具ニシテ既ニ海難ニ罹リタル者即チ難破物(Wreck)ヲ切斷スルニ因リテ生スル損害ニ付キテハヨーク、アントウアープ規定ニ從フトキハ共同海損タルヲ得ズ

任意ノ坐礁

第三　任意ノ坐礁(Voluntary Stranding)

昔時ニ在リテハ船長ガ任意ノ坐礁ヲ行ハント欲セバ所謂上棄ヲナセル貨主總代ト協議ヲ爲シタルガ爲メ之ヲ共同海損ト爲スニ就キテハ異議ヲ生セザリシト雖ヘモ現世紀ノ初メニ至リ任意ノ坐礁ヲ共同海損ト爲スベキヤ否ヤニ就キ異論ヲ生ズルニ至レリ英國ノ慣習ニ從ヘバ之ヲ共同海損ト爲サヾルモ歐洲大陸及ビ米國ニ於テハ孰レモ任意ノ坐礁ヲ以テ共同海損ノ要素ヲ具備スルモノトセリ然レドモ之ヲ決スルハ至難ナル問題ニシテヨーク、アントウアープ其他ニ於ケル國際商法會議ニ於テ討議ヲ凝ラシタル末若シ沈沒ガ免ルベカラザリシ或ハ海濱又ハ岩礁ニ吹付ケラルヽコト必定ナリシトキヲ除キ其他ノ場合ニ於テハ任意ノ坐礁ヨリ生ジタル損害ヲ以テ共同海損ト爲スコトニ議決セリ」

各國ノ法令及慣習

實際上ノ困難

凡船舶遭難後任意ノ坐礁ヲ爲シタルトキハ其損害中果シテ何程ガ當初ノ遭難ニ由リ單獨海損ニ屬シ又何程ガ犧牲ニヨリ共同海損ニ屬スベキカハ頗ル判斷ニ苦ム所ナレバ歐洲大陸諸國ニ於テモ之ヲ共同海損ト爲スニ付キテハ精算者ノ取捨ニ一任スル慣習アリト謂フ

村　三六

火災消防ヨリ生ズル損害

村　三六

第四　船中火災ノ消防ヨリ生ズル損害(Damage from extinguishing fire on board)

船中火ヲ失シ之ヲ消防セントシテ或ハ水ヲ注キ或ハ注水ノ手段トシテ甲板、船側ヲ破リ或ハ故意ニ船舶ヲ沈沒セシメタル等ノ結果ダル損害ハ孰レノ國ノ法律モ之ヲ共同海損トス然レドモ猶多少ノ議論ヲ免レザルハ既ニ一部分火災ニ罹リタル積荷ノ注水ニヨリテ被リタル損害ハ果シテ共同海損ニ屬スベキモノナリヤ否ヤノ點是ナリ單ニ理論上ヨリ言フトキハ完全ナル積荷ガ犧牲ニ供セラレタル場合ト等シク共同海損ト看做ス說正鵠ヲ得タルガ如クナレドモ共同海損精算ノ場合ニ半燒トナリタル積荷ノ損害中何程ガ共同海損タルベキカ又何程ガ單獨海損タルベキカヲ區別スルコト頗ル困難ナレバ多數ノ國ニ於テハ船舶及ビ積荷ノ一部又ハ其他積荷ノ每個中已ニ火災ニ罹リタルモノニ對スル

一部分火災ニ罹レルモノヽ海損

村　三六

救援救助費用及損害

村　三六

損害ハ之ヲ共同海損トシテ取扱フコトナシ

第五　救援、救助ノ爲メニ生ズル損害及ビ費用

船舶及ビ積荷ノ救援、救助ニ關スル費用ハ或ハ共同海損トナルコトアリ或ハ否ヲザルコトアリ乘揚ゲタル船舶ヲ再ビ浮出サンガ爲メ船積セル積荷、船用石炭若クハ貯藏品ヲ積卸ス費用及ビ艀舟賃若又再ビ積込ムニハ積入ノ費用等餘分ノ費用及ビ之ガ爲メニ生ズル損失損害ハ共同海損ト看做スコトヲ得ベシ或ハ又坐礁セル船舶ヲ積荷ノ儘救助スルトキノ費用ハ船舶、積荷ノ兩者利益ヲ受クルガ故之ヲ共同海損ト爲スコトヲ得ベシ然レドモ積荷ハ既ニ救助セラレ獨リ船舶ノミヲ主トシテ救助スルトキハ其費用ハ單獨海損ト看做サルベキモノナリ」

避難港ニ於ケル費用及損害

村　三五
同　三六

第六　避難港ニ於ケル諸費用(Port of Refuge Expenses)及ビ損害

船舶航海中暴風雨其他ノ天災ニ遭遇シ或ハ敵船ノ捕獲ヲ免レンガ爲メ航路外ノ港ニ入港スルコトアリ之ヲ避難港ト云フ避難港ニ於ケル諸費用及損害トハ入港、出港諸費用、假修繕ヲ施サンガ爲メニ一旦積荷ヲ積卸ストキハ積卸諸費用、倉敷料、再積入ヲ爲ストキハ其諸費用及ビ此等ノ場合ニ生ズル損害、滯

入港ノ費用及損害

在中船員ノ給食料等ヲ言ヒ是等ヲ共同海損ト看做スヤ否ヤニ就キテハ國ニヨリ甚區々ナリ要スルニ入港ノ諸費用ハ多數ノ國ニ於テ之ヲ共同海損ト爲ス然レドモ一旦入港スレバ最早危險ハ過去リタルモノトシテ其以後ニ支出セル諸費用及ビ損害ハ共同海損タルヲ得ズト爲ス國アレドモ多數ノ慣習ハ從前ノ航路ニ向フ迄ハ依然危險ノ繼續スルモノト看做スモノ多シ特ニ議論アルハ船員ノ給食料トス英米兩國ノ如キハ敵船ノ捕獲ヲ免レンガ爲ニ入港シタルトキノ外船員ノ給食料ハ之ヲ共同海損ト看做サズ然レドモ之ヲ單獨海損ト看做シテ船主ノ負擔トセバ種々ノ弊害ヲ生ズベシ就中最モ忌ムベキハ船主ガ一日モ早ク出帆セン事ヲ望ム餘リ遭難ノ爲メ取亂シタル積荷ノ荷造ヲ改裝スルニ及ハズシテ再積入ヲナシ爲メニ意外ノ損害ヲ被ラシメ或ハ船舶ノ損傷稍大ナルトキセズシテ纜ヲ解キ爲ニ途次不慮ノ損害ニ遭遇シ或ハ船舶ノ損所ヲ十分修繕ハ之ヲ修繕スルニ多數ノ日子ヲ要センコトヲ恐レ直チニ船舶ヲ見棄テヽ貨主ニ不利益ナル影響ヲ及ボスガ如キ是ナリ

船員ノ給食料

燃料トシテ消費サレタル

第七　積荷ノ一部又ハ船舶附屬品等ヲ燃料トシテ消費シタルヨリ生ズル損害

積荷等ノ損害

（Cargo, Ship's Material, and Stores Burnt for fuel）

發航ノ際十分燃料ヲ準備セシモ遭難ノ結果共同安全ノ爲メ積荷船具貯藏品等ヲ燃料トシテ消費シタルトキハ止ムヲ得ザルモノトシテ共同海損ト看做サルベキハ明カナリ

（一二五一）

（一二五二）

贖戻金及船員ノ負傷手當、吊祭料等

（一二五三）

（一二五四）

第八　敵船賊船等ニ與ヘタル償金及ビ職務上死傷シタル船員ノ吊祭料或ハ手當金

敵船、海賊船等ノ捕獲ヲ免レンガ爲メ又ハ既ニ捕獲セラレタルモノヲ贖戻スルガ爲メ支拂ヒタル償金ハ共同海損ト看做サルベキモノナリ然レドモ職務上死傷シタル船員ノ吊祭料或ハ手當ニ至リテハ英國ノ如キハ船主ノ負擔ニ歸スルモ歐洲大陸ニテハ船員奬勵ノ策トシテ共同海損中ニ加算ス

以上ハ共同海損ノ重要ナル場合ナリ其他苟クモ船舶積荷ノ共同ノ利益及ビ安全ノ爲メニ船舶積荷ニ故意ニ釀シタル損害及ビ同樣ノ目的ニ出デタル諸費用ハ孰レモ共同海損タルコトヲ得ベシ

從タル諸費用

（一二五五）

並ニ鑑定料精算ノ如キ從タル諸費用ハ孰レモ共同海損ノ重要ナル場合

第四節　ヨーク、アントウワープ規定及ビ其沿革

共同海損ノ複雑

凡共同海損ハ處分ノ性質上當然共同海損タルベキモノト其結果又ハ遭難當時ノ事情ニヨリテ共同海損ト看做サルベキモノトアリ而シテ當時ノ事情ニヨルモノヽ如キハ共同海損ト單獨海損トノ境界判然セズ或ハ法律慣習ニ照ラシ或ハ專門家ノ鑑定ニ基ク等頗ル煩雜ヲ極ム然リ而シテ共同海損ニ關スル各國ノ規定ハ自ラ區々ニシテ海運ニ從事スル者ノ常ニ不便トスル所タリ何トナレバ甲國ニ於テハ共同海損ト看做サルベキ損害モ乙國ニテハ單獨海損ト看做サルルコト尠カラズ是ガ爲メニ公平ヲ缺クハ勿論船主及ビ貨主ハ各自利益アル規定ニヨリ精算セラレンコヲ望マバ勢ヒ各國ノ規定ヲ熟知セザルベカラザルノ傾ヲ生ズルガ故ナリ故ニ萬國劃一ノ規定ヲ設ケ之ニヨリ共同海損ヲ精算センコトスルハ實ニ當事者ノ宿望ナリシガハ一八六〇年グラスゴー(Glasgow)ニ一八六二年ロンドン(London)ニ一八六四年ヨーク(York)ニ各國ノ海損精算人(Average Adjuster)船主保險者法律家等會合ヲ爲シ遂ニヨーク規定(York Rule)ヲ制定セリ降リテ一八七七年アントウワープ(Antwerp)ニ會合シテ始メテヨーク、アントウワープ規定ヲ編ムニ至リ稍見ルベキモノアリ然レドモ猶不完全ナルヲ免レザリシカハ一八九〇年リヴアプール(Liverpool)ニ會合シ先ニ制定シタルヨーク、アントウワープ規定ニ修正ヲ加ヘ名ケテ新ヨーク、アントウワープ規定(New York Antwerp Rule)又ハ一八九〇年ノヨーク、アントウワープ規定ト云フ

各國ニ於ケル法律慣習ノ相違

此規定ハ總メ契約ニヨリ採用セラルヽモノナリ

第五節　共同海損ノ精算地及ビ共同海損ノ精算ニ因リ得ベキ損害額

海上運送ㇾ第十二章　共同海損ㇾ第五節　共同海損ノ精算地及ビ共同海損タルヲ得ベキ損害額　（七七一）

航海終了ノ地ニテ精算ヲ爲スヲ普通トス

共同海損ノ精算(Adjustment)ハ航海終了ノ地ニ於テ之ヲ爲スヲ普通トス或ハ此以外ノ地ニ於テ之ヲ爲スコトアルモ終了地ノ法律又ハ慣習ニ從フモノ多シ要スルニ共同海損ノ精算ハ當事者ノ合意ニヨリ之ヲ執レノ地ニ於テ爲スモ差支ナキモノトス而モ各國ニ於ケル法律慣習一致セザルガ爲メ利害關係者ハ各自利益アル方面ヨリ打算シ精算地ヲ撰ムベキガ故ニ意思ノ衝突ヲ生シ苦情ヲ生スルコト往々ナリ然レドモ新ヨーク、アントウワープ規定ヲ廣ク採用スルニ至ラハ此種ノ苦情モ薄ラグベキカ

村　二六

積荷ノ損害額

共同海損タルヲ得ベキ積荷ノ損害額ハ陸揚港ニ於ケル到着當時ノ市價ニ準據スルヲ普通トス然レドモ共同海損タルベキ損害ニシテ航海中被害ノ度ヲ增スモノニ在リテハ入港後直チニ鑑定人ノ鑑定ヲ請ヒ損害ノ額ヲ計算シ又ハ之ヲ公賣ニ附シ其價格ニヨリ陸揚港ニ於ケル精算ニ要スル損害ノ程度ヲ知ルヲ可トス又陸揚港ニ於ケル價格ハ原價ノ外運賃陸揚諸費用輸入稅其他諸雜費及ビ希望利益ヲモ包含スルガ故ニ滅失又ハ毀損ニヨリ支拂フコトヲ要セザリシ一切ノ費用ヲ控除スベキコトハ勿論ナリ此クノ如キ場合ニハ陸揚港ニ於ケル精算ニ要スル損害ノ程度ヲ知ルヲ可キカ

村　二七

共同海損タルヲ得ベキ損害額

共同海損タルヲ得ベキ積荷ノ損害額ハ陸揚港ニ於ケル到着當時ノ市價ニ準據スルヲ普通トス然レドモ共同海損タルベキ損害ニシテ航海中被害ノ度ヲ增スモノニ在リテハ入港後直チニ鑑定人ノ鑑定ヲ請ヒ損害ノ額ヲ計算シ又ハ之ヲ公賣ニ附シ其價格ニヨリ陸揚港ニ於ケル精算ニ要スル損害ノ程度ヲ知ルヲ可トス又陸揚港ニ於ケル價格ハ原價ノ外運賃陸揚諸費用輸入稅其他諸雜費及ビ希望利益ヲモ包含スルガ故ニ滅失又ハ毀損ニヨリ支拂フコトヲ要セザリシ一切ノ費用ヲ控除スベキコトハ勿論ナリ此クノ如キ場合ニハ陸揚港ニ於ケル精算ニ要スル損害ノ程度ヲ知ルヲ可キカ

村　二八

新商　六七

新舊交換費

船舶ノ損害額

運賃ノ損害額

新商　二七

等滅失又ハ毀損ノ爲メ支拂フコトヲ要セザリシ一切ノ費用ヲ控除スベキコトハ勿論ナリ

明カナリ

運賃ノ損害額ハ實際滅失セル積荷ニ對スル運賃ヲ以テス

船舶ノ損害額ハ我商法ニ從フトキハ到達ノ地及ビ時ニ於ケル船價ニ依リテ定ムベキモ積荷ト同ク間々之ニ依ルヲ能ハザル場合アリ例ヘバ遭難後避難港ニ入港シ假修繕ヲ施シタルガ如キ是ナリ此クノ如キ場合ニハ遭難後第一ニ入リタル港ニ於テ鑑定人ノ鑑定ヲ請ヒ以テ到達地ニ於ケル損害額ヲ定メザルベカラズ我商法ニヨルトキハ船舶ノ共同海損タルコトヲ得ベキ損害額ヨリハ何等控除スルコトナキモ一般海外ノ慣習ニ從フトキハ右損害額中ヨリ新舊交換費ト稱シ通常其三分ノ一ヲ控除スル慣習アリ是船舶ハ修繕ノ爲メ從前ヨリモ却テ優等ノモノトナルコトアリ否ラザルモ新シキモノト交換スレバ船主ハ不當ノ利得ヲ受クベキガ故修繕費中ヨリ此クノ如キ控除ヲ爲スナリ

第六節　共同海損ノ負擔者及ビ負擔額(Contributory value)

負擔者ニ付キテノ沿革

共同海損ノ負擔者ハ古昔ニ於テハ貨主ニ限ラレタリキ我德川氏時代ノ平均勘定ナルモノモ畢竟投荷ノ損害ヲ他ノ無難ナル積荷ノ貨主負擔セシニ過キザリキ然レドモ現今ノ習慣ニヨルトキハ船舶船主、積荷(貨主、運賃船主又ハ傭船者)ノ三者ガ各價格ノ多少ニヨリ共同海損ノ負擔ヲ爲スコト、ハナレリ尤モ或時代ニ於テハ船主ハ船舶ト運賃トノ中孰レカ一方ニ對シ負擔セシ慣習存セリト云フ

村　三五、三六

負擔額ノ標準

負擔額ノ標準ハ佛國ノ如キ其船舶ハ發航當時ノ價格ノ二分ノ一ヲ以テ負擔額トナス議論アレドモ是ハ舊說ニ屬ス我商法ノ此說ヲ採用セシニ拘ヲズ新商法ハ之ヲ修正シテ到達港ニ於ケル價格ヲ以テ船舶ノ負擔額トセリ運賃ノ如キモ英國ノ慣習ニ從ヘバ實際收入セシ運賃ヨリ共同海損ノ行爲起リシガ爲メ要セザリシ諸費用ニシテ共同海損タラザルモノヲ控除セザルベカラズ而モ是ハ精算上甚面倒ナルガ故ニ或ハ我商法ノ如ク收入運賃ノ二分ノ一其他三分ノ二等ヲ以テ負擔額トナス便法ヲ採ル國アリ積荷ノ負擔額ハ積荷ガ陸揚港ニ於ケル價格ナリトス但陸揚港ニ着セズシテ航海ヲ終了スルノ止ムヲ得ザルニ至レ

村　三五、三六

負擔額ノ標準

新商　六四二

村　三五、三六

ルトキハ該終了地ノ市價ニ依ラザルベカラズ又滅失ノ爲メ支拂フコトヲ要セザル運賃等ハ控除セザルベカラズ

以上述ベタル外犧牲トナリタル者モ亦損害ヲ負擔セザルベカラズ古ヘノ慣習ニ從ヘバ犧牲トナリタルモノニ對シテハ負擔ヲ及ボスベカラズトノ說行ハレシモ共同海損ハ公平ヲ眼目トスルモノナレバ犧牲トナリタルモノト雖ヘ𪜈他ノ無難ナルモノト同樣ノ標準ヲ以テ共同海損ヲ分擔スベキナリ例ヘバ投荷セラレタル積荷ハ勿論殘存セルモノニシテ共同ノ犧牲トナリ他ヨリ賠償ヲ受クベキモノモ皆此負擔ヲ免ル、コト能ハザルガ如シ

共同海損負擔ニ付キ議論アルハ武器船員ノ給料旅客ノ食料並ニ衣類其他ナリ我商法ノ規定スル所ニ從ヘバ此等ハ共同海損ノ分擔ニ付キ其價格ヲ算入セスト雖ヘ𪜈此等ノ物ニ加ヘタル損害ハ他ノ利害關係者之ヲ分擔スル責アリ

共同海損分擔ノ責ハ物ニ在リヤ(in rem)、或ハ人ニ在リヤ(in personam)換言スレバ救助セラレタル物之ヲ賠償スベキヤ將タ物ノ所有者之ヲ賠償スベキヤハ問題ナリ若シ物之ヲ負擔スト セバ其物ヲ拋棄セバ之ガ負擔ヲ免カル、コヲ得ベシ

武器、給食料ノ負擔

新商　六四二

村　三五

機性トナリタルモノ、負擔

共同海損債權

村　三五

最近ノ學說ニ從フトキハ共同海損分擔ノ責ハ積荷ガ到達港ニ着シタル時ノ現在ノ價格ヲ限リ人之ヲ負擔スルコトヽナレリ我商法モ蓋此精神ヲ採レルモノナリ

新商二五四

而シテ前述ノ如ク利害關係者ガ共同海損タルベキ損害額ヲ分擔シタル後船舶及ビ其屬具ガ船主ニ積荷ノ全部又ハ一部ガ貨主ニ復シタルトキハ船主又ハ貨主ハ受ケタル償金中ヨリ救助費用及ビ一部ノ滅失又ハ毀損ニヨリテ生シタル損害額ヲ控除シタルモノヲ返還セザルベカラズ

新商二五五

損害額分擔後船舶積荷カ所有者ニ復セシトキ

第七節　共同海損起リシ時ノ手續

船主ノ手續

共同海損起リシトキノ手續ハ船主ノ位置並ニ荷受主ノ位置ニヨリ個々ニ講究スルヲ便宜トス

船主ノ位置ヨリ言ヘバ船舶陸揚港ニ到達スルトキハ船長ハ先ヅ鑑定人(Surveyor)ニ損害ノ評價ヲ依賴セザルベカラズ而シテ船舶幷ニ積荷ニ對スル鑑定人ノ鑑定書(Surveyor's Report)ヲ得ルトキハ之ヲ海損精算人(Adjuster)ニ送附スベシ是ヨリ先

船長ハ荷受主ニ貨物ノ引渡ヲナス前豫メ共同海損ノ起リシコトヲ書面ニテ通知シ又ハ新聞紙ニ其旨ヲ廣告シ海損精算人ヲシテ大凡各荷受主ノ共同海損分擔額ノ幾部ニ相當スベキ金額ヲ預ラシムルノ方法ヲ設ケシムルヲ海損預金又ハ供託金(Average Deposit)ト云ヒ精算終了ニ至ル迄其地ノ銀行ニ預ケ置キ精算後荷受主ノ分擔額ト差引決算ヲ爲スベキモノトス預金ノ割合ハ當時ノ事情ト損害額トヲ斟酌シ一定ノ率トテハナク積荷評價ノ五分乃至一割甚シキハ五割以上ナルコトアリ此ノ如クシテ右金額ノ支拂ト引換ニ貨物ノ引渡ヲ爲スモノトス何トナレバ船主ガ有スル共同海損ノ債權ハ貨物引渡後ト雖ヘ𪜈消滅スルニハ非ズ且ツ引渡前ハ貨物ノ上ニ留置權ヲ有スレドモ引渡ヲ了リタル後荷受主若シ破産スルニ至ランカ往々分擔額ヲ收ムルコト能ハザルベシ否ラザルモ荷受主ニシテ右ノ支拂ニ付キ異議ノ申出ヲ爲スコトナキヲ保セザレバナリ尤モ海損預金ハ荷受主ノ信用不十分ナルカ身元不明ナルトキ生ズルモノニシテ確實ナル銀行家ガ之ヲ保證スルカ又ハ海上保險ニ附シアル積荷ニ對シ保險者ガ荷受主ニ代リ海損契約書(Average Bond or Average Agreement)ニ調印スルトキハ之ヲ要セザル場合多シ」

村　三七

村　三八

海損預金

船主ノ手續

（七七七）

海損契約書

英米二國ノ慣習ニヨレバ精算ヲ依賴スルニ先チ海損契約書ヲ作成シ各荷受主又ハ海上保險者ノ調印ヲ請求スルモ歐洲大陸諸國ニ於テハ慣習甚區々ニシテ佛、白兩國ニテハ「コムプロミ」(Compromis)ト稱ヘ海損契約書ニ類似スル契約ヲ締結スルコトアリト雖ヘ𪜈獨國ノ如キハ此種ノ契約ヲ必要トセザルナリ蓋共同海損ノ精算ハ海損契約書ノ作成ヲ俟チテ始メテ成立スルモノニ非ズ其損害又ハ費用ニシテ苟クモ共同海損タル性質ヲ備フル以上ハ海損契約書ノ作成ノ如キハ毫モ問ハザル所トス本邦ニハ夙ニ英國ノ慣習侵入セル結果船長ハ荷受主ヲシテ海損契約書ニ調印セシメ且ツ信用ナキ荷受主ニ對シテハ預金ヲ徴收スル慣例アリ之ガ爲メ世俗動モスレバ海損契約書ニ重キヲ置クモノアリト雖ヘ𪜈既ニ述ベタルガ如ク共同海損分擔ノ義務ハ利害關係者ノ初ヨリ當然有スル所ノモノニシテ海損契約書ニ調印ヲ爲スガ如キハ完ク形式ニ止マルノミ

共同海損精算ヲ請求スル者

村　元九、元〇

共同海損ハ積荷ニノミ起ルモノニ非ズ船舶モ亦多少損害ヲ被ルコトアリ又共同海損タル諸費用ハ船長又ハ船主ガ立替拂ヲ爲スヲ常トシ加之遭難當時ノ事情及ビ該損害ガ共同海損ニ屬スル者ナリヤ否ヤニ付キテモ船長ハ最モ善ク之ヲ知ルモノナレバ精算ヲ請求スル者ハ多ク船長ナリ獨國ノ法律ニヨルトキハ船長ハ共同海損ノ精算ヲ專門家ニ委囑スル義務アリト規定セリ蓋船長ハ一方ニ於テハ船主ノ代人ナルト同時ニ他方ニハ亦貨主ノ代人ト看做サルベキモノナレバ雙方ノ利害ヲ考フル點ヨリ言フモ此クノ如キ處置ニ出ヅルハ固ヨリ當ヲ得タルモノナラン加然レドモ實際共同海損タル損害並ニ費用ト雖ヘ𪜈船主ト貨主トノ間ノ示談ニヨリ敢テ精算ヲ爲サヾルトキアリ又共同海損ノ額僅少ナルトキハ船主ニ於テ之ヲ負擔シ精算ヲ行ハザルコトアリ

荷受主ノ手續

次ニ荷受主ノ位置ヨリ言フトキハ船長ヨリ共同海損タル損害起リタル通知ヲ受領セバ或ハ精算人ガ指定セル海損預金ヲ支拂ヒテ貨物ノ引渡ヲ受ケ或ハ右貨物ガ保險ニ附セラレタルトキハ保險者ニ共同海損ノ起リシ旨ヲ通知シ或ハ海損契約書ニ調印シ或ハ保險者ヲシテ代印ヲナサシムベシ若シ海損預金ヲ支拂ヒタルトキハ右ノ領收證ヲ保險者ニ交付シテ預金額ノ塡補ヲ受クベシ條理上保險者ハ被保險者ノ分擔スベキ共同海損ノ損失ヲ塡補スベキモノナレドモ便宜ノ爲メ被保險者ノ支拂ヒタル海損預金ヲ代償シ共同海損ニ就キテハ被保險

海上保險者トノ關係

者ノ權利義務ヲ引受クルコト多シ尤モ海上保險契約ノ成立スル場合ノ中貨物ノ保險價格全部ヲ保險ニ附シタルトキハ右ニ述ブル手續ヲ履ムベキモ保險價格ノ一部ヲ保險ニ附シタルトキ例ヘバ一万圓ノ貨物ニ對シ八千圓ノ保險金額ヲ契約セルトキハ保險者ハ保險金額ノ保險價格ニ對スル割合ニ就キテノミ責ヲ負フベキガ故ニ保險者ノ支拂ヒタル海損預金ノ全額ヲ塡補スルコトナク其割合ヲ以テ支拂フコトアリ例ヘバ保險者ノ支拂ヒタル海損預金ヲ假リニ千圓ナリトセバ

10000：8000＝1000：α

ノ比例ニヨリ保險者ハ八百圓ヲ塡補スベシ

海損精算人

海損ノ精算ヲ專務トスルモノヲ海損精算人(Adjuster)ト云ヒ主要ノ港ニ在リテ共同海損並ニ單獨海損其他一切ノ海損精算ヲ業トス精算人ナキ地方ニ在リテハ利害關係者ノ合意ヲ以テ相當ノ人ニ依賴スルモノトス本邦ノ如キハ從來專業者ナカリシガ爲メ或ハ船主或ハ保險者ニ於テ精算ヲ爲セシモ此クノ如キハ便宜ニ出デタル變則手段ニ外ナラズシテ共同海損ノ精算ノ如キハ最公平ヲ要ス

ルモノナレバ直接ニ利害ノ關係アル船主保險者ガ精算ヲ爲スヲ勢ヒ弊害ヲ免レザルベシ

海損精算人ノ資格

共同海損精算ハ一種ノ專門ニ屬スルモノニシテ簡單ナル場合ニ於テハ容易ナルベキモ複雜ナル者ニ在リテハ海商法並ニ一般法理ノ應用其他困難ナル問題ヲ生スベシ之ヲ以テ海損精算人タル資格ニ付キテハ一定ノ試驗ヲ要スル國アリ或ハ一定ノ試驗ナキモ公職トシ政府ガ之ヲ公認スルヿアリ加之其人員ヲ制限スル者アリ獨逸、白耳義、和蘭等ノ諸國ニ於テハ精算人ノ職務ハ恰モ辨護士、公證人ノ如ク一定ノ試驗ヲ經且ツ官ノ免許ヲ受ケテ始メテ營業スルヿヲ得ルガ如ク政府之ニ關渉スル所アリ英國、佛國ニ於テハ何人ト雖ヘドモ之ニ從事スルコトヲ得ベキモ猶英國ノ如キハ海損精算者協會(Average Adjusters' Association)アリ其會員タラント欲セバ相當ノ履歷ヲ要シ且ツ協會委員ノ試驗ヲ經ザルベカラズ而シテ他方ニ於テハ協會々員外ノ者ハ社會ノ信用薄弱ナルガ故結局政府ノ束縛ナキモ相當ノ經驗ト學識トヲ要スルハ世界ヲ通シテ同一轍ナリト謂ツベシ

村

海損精算料

共同海損ノ精算ノ複雑

共同海損ノ精算ハ多クハ複雑セルモノニシテ之ガ爲メ非常ノ時日ヲ要スルモノアリ從テ精算人ノ報酬ノ如キモ大ニ嵩ミ往々苦情ヲ生ズルコトアリ歐洲大陸ノ某國ニ在リテハ精算料ハ海損總額ノ何分ト定ムル事恰モ公證人ノ手數料ニ於ケルガ如シ然レドモ事務ノ難易及ヒ損害高ヲ斟酌シ精算後ニ至リテ精算人之ヲ要求スル國多シ英國ノ如キハ是ナリ然レドモ此結果精算者ハ成ルベク精算ヲ複雜ニシテ報酬ヲ貪ラントスルノ弊害ヲ生シ數年來船主保險者等ヨリ苦情百出シ竟ニ海損精算者協會ニ向テ交涉ヲ試ミタルコトモアリ有名ナル保險者中ニハ共同海損ノ精算ヲ廢止スベシトノ極端說ヲ主張スルモノサヘ出デ來レリ

第八節　共同海損ノ精算及ヒ其順序

共同海損精算ノ複雜

共同海損ノ精算ハ共同ノ利益安全ノ爲メニ生シタル損害並ニ支出セル費用ヲ船舶、運賃及ヒ積荷ニテ分擔スル額ヲ定ムルニ在リ而シテ之ヲ定ムルニハ先船舶及ヒ積荷ノ被リタル損害ハ果シテ共同海損ト爲スコトヲ得ルモノナリヤ否ヤ又支出セシ費用モ共同海損ト看做スコトヲ得ルモノナリヤ否ヤヲ定メ而シテ後利害關係者ノ負擔額ヲ定ムルモノトス而シテ彼傭船契約ノ場合ニハ稍簡單ナルモ所謂個々ノ運送契約ノ場合ニハ各荷印ニ付キ一々負擔額ト犧牲ニ供セラレタル損害額トヲ調査セザルベカラズ既ニ述ベタルガ如ク積荷ノ共同海損ヲ分擔スル價格ハ陸揚港ニ於ケル到達日ノ市價ニ據ルベキヲ以テ長航海ノ間ニ各所ニ寄港シ夫々積荷ノ陸揚ヲ爲ストキハ遭難地ヨリ來ル報告書ノ到達ヲ待タザルベカラズ其他事變ノ取調ニハ隨分長日月ヲ要スベシ

共同海損精算ノ順序

精算ハ複雜ニ渡ルモノ多ク從テ長日月ヲ要スベシ

海損精算人精算ノ依頼ヲ受ケタルトキハ損害ノ模樣並ニ費用ニ就キ或ハ現場ニ出張シ或ハ證憑書類ニヨリテ其損害及ヒ費用ガ共同海損タルベキモノナルカ將タ單獨海損タルベキモノナルカヲ定メザルベカラズ凡共同海損ト單獨海損トハ並ビ生ズルコト多キヲ以テ此區別ヲ立ツルハ極メテ困難ナリ例ヘバ船中火ヲ失シ消防ノ爲メ注水セシニヨリ積荷及ヒ船舶ノ一部ニ損害ヲ加ヘタルトキハアラユル損害ハ共同海損ニ非ズ積荷ノ全燒又ハ半燒ハ單獨海損ニ屬シ

船舶ニ在リテハ火ヲ鎮滅スルガ爲メニ特ニ釀シタル損害ノ地總テ單獨海損ニ屬スベキガ如キ是ナリ此クノ如クシテ夫々共同海損ト單獨海損トノ被害並ニ入費ヲ調査シ之ヲ合計シタル上共同海損ハ分擔額ヲ定メ各關係者ノ受取ルベキ分ト支拂フベキ分トヲ計算シ單獨海損ハ關係者ノ受取ルベキ共同海損分配金ヨリ控除シ共同海損ニ屬スル損害ヲ被リタル積荷ノ賣得金ヲ關係者ニ與フルル等詳細ナル計算ヲナシ關係者ノ受取ルベキ分ノ合計ト支拂フベキ分ノ合計ト互ニ相平均スベキ樣處置セザルベカラズ今ロードデンダアーデン(Lord Tenderden)氏ガ其著書ニ引用シタル簡單ナル例ヲ左ニ示サントス

綿算ノ例

村七五

某船舶某地ニ向ケ航海ノ途次暴風雨ニ遭ヒテ坐礁シ之ヲ救助センガ爲メニ先ツ其檣ヲ切斷シ又錨索ヲ切斷シテ稍難ヲ凌ギタルモ終ニ止ムヲ得ズ積荷ノ一部ヲ海中ニ投シ漸ク船體ヲ浮バシメ暴風雨ノ難ヲ避ケンガ爲メ某港ニ入リタル時例ヘバ左ノ損害アリト假定センニ

投荷セラレタル甲ノ積荷	五、〇〇〇圓
投荷ニヨリ乙ノ積荷ガ被レル損害	二、〇〇〇圓
投荷セラレタル積荷ノ運賃	一、〇〇〇圓
錨索錨及ビ檣新調費用	三、〇〇〇圓
此三分ノ一控除	
船體曳卸費用	一、〇〇〇圓
避難港出入ニ要シタル水先案内料並ニ立替拂ヲナシタル代理店ノ手數料	二、〇〇〇圓
避難港ニ於テ要シタル諸掛	五〇〇圓
共同海損精算費用	一、〇〇〇圓
郵稅等	二五〇圓
	四〇圓
	一〇圓
合計	二二、八〇〇圓

而シテ以上ノ損害ヲ分擔スベキモノヽ價格ハ左ノ如シ

投荷セラレタル甲ノ積荷	五、〇〇〇圓
乙ノ積荷ノ正荷ノ價ヨリ運賃諸掛ヲ差引キタルモノ	一〇、〇〇〇圓

丙ノ積荷同上　五、〇〇〇圓
丁ノ積荷同上　二〇、〇〇〇圓
戊ノ積荷同上　五〇、〇〇〇圓
積荷合計　九〇、〇〇〇圓
船舶　二〇、〇〇〇圓
正味運賃　八、〇〇〇圓
損害ヲ負擔スヘキ價額ノ合計　一一八、〇〇〇圓

以上ノ兩者ヲ比較スルニ損害金額ハ恰モ之ヲ負擔スヘキ金額ノ十分ノ一ナルガ故ニ各自其價格ノ一割ヲ分擔スルヲ要スル故ニ其分擔額ハ次ノ如シ

荷主甲ノ分擔額	五〇〇圓
荷主乙ノ分擔額	一、〇〇〇圓
荷主丙ノ分擔額	五〇〇圓
荷主丁ノ分擔額	二、〇〇〇圓
荷主戊ノ分擔額	五、〇〇〇圓
船主ハ船舶運賃ヲ合セ	
合計	二、八〇〇圓
是ニ於テ損害額ト各利害關係者負擔額ノ合計トハ相平均スルモノナリ然レドモ荷主ノ中ニハ受取ルヘキ分ト支拂フヘキ分トアル者アルガ故ニ今之ガ精算ヲ爲スニ當リ其受取ルヘキ分ヲ擧ケレハ	一一、八〇〇圓
荷主甲	五、〇〇〇圓
荷主乙	二、〇〇〇圓
船主	四、八〇〇圓

然ルニ內甲ハ五百圓乙ハ千圓船主ハ二千八百圓ヲ負擔スルガ故ニ差引受取ルヘキ金額ハ

荷主甲	四、五〇〇圓
荷主乙	一、〇〇〇圓
船主	二、〇〇〇圓
合計	七、五〇〇圓

此合計ハ恰モ其積荷ガ毫モ損害ヲ被ラザリシ丙丁戊三荷主ノ支出スベキ金額ト相一致スルモノナリ

右ノ精算ニ於ケル錨索錨及ビ艫ノ新調費用ニ對シ三分ノ一ヲ控除スルハ現今ノ慣習ト異レリ

共同海損精算書（General Average statement）ノ體裁ハ多ク航海日誌ヲ拔萃シテ遭難ノ顚末ヲ掲ケ次ニ船舶幷ニ積荷ニ對スル鑑定人ノ報告書ヲ寫シ初メテ精算ニ移ル者トス卽チ出費ヲ先ニシ船舶及ビ積荷ノ損害ヲ後ニスルコト多ク其損害失費ノ內共同海損ニ屬スベキモノハ之ヲ合計シテ各關係者ノ分擔額ヲ定メ船主ト貨主ト差引勘定ヲ爲スモノトス

共同海損ニ因リテ生シタル債權ハ精算終了ノ時ヨリ起算シ一年ヲ經過スル時ハ時效ニヨリテ消滅ス

共同海損精算書

共同海損債權ノ時效

新商二五二

付　則

第十三章　海上保險及ビ海上保險ト海運トノ關係

第一節　海上保險契約及ビ其種類

海上ノ危險及ビ其負擔者

凡船舶海洋ヲ航行スルニ當リ或ハ暴風雨ニ遭遇シ或ハ沈沒坐礁等百般ノ危險ニ陷リ之ガ爲メ船舶並ニ積荷ノ損害ヲ受クルコトハ古ヨリ絕エザル所ナリ而シテ斯ノ如キ損害ハ不可抗力ニ歸因スルモノアリ船員ノ過失怠慢ニヨルモノアリ若クハ第三者ノ過失ニヨルモノアリ往々其原因錯雜シテ之ガ判定ニ苦ムコトアリ

不可抗力ニ歸因スル損害ニ就キ貨主ニ對シ船主其責ヲ免カルヽハ古來各國ノ慣習ニシテ法律モ亦之ヲ認ムルニ至レリ而シテ船員ノ過失怠慢等ニ原因スルモノニ就キテハ船荷證券ノ條項ヲ以テ船主豫メ其責ヲ免ルベキ旨契約スルモノアリ孰レニテモ海上ニ起ルベキ損害ハ船主又ハ貨主ノ損害ニ歸スルモノニテ此等ノ損害ノ塡補ヲ受ケンガ爲メ海上保險ヲ見ルニ至リシナリ

海上保險業ノ沿革

村　二五

海上保險ノ起源ハ漠トシテ知ルニ由ナク或ハ羅馬時代夙ク海上保險行ハレシトノ說アレドモ孰レモ臆說ニ過ギス

海上保險未幼稚ナリシ時ニハ現今ノ所謂保險者ナルモノ存セズ船主自ラ請合ヲ爲シ運賃ト共ニ請合料ヲ徵收シ船主ハ自己ノ引受ケタル積荷ガ到達港ニ着セザルカ或ハ着スルモ損害ヲ被レルトキハ之ヲ賠償スル契約ナリキ然レドモ其後漸ク分業ノ法行ハレテ保險者ヲ生ズルニ至リ積荷ノ他船舶ノ危險ヲモ擔保シ引續キ運賃ニ至ル迄保險ヲ爲スモノ表ハレタリ斯ノ如キ次第ニテ海上保險ノ進歩セル國ニ於テハ一朝船舶海難ニ遭遇スルモ船主及ビ貨主ハ殆ンド痛痒ヲ感スルコト無キニ至レリ

海上保險者ノ負擔スル危險

新岡　六四五　六四六

抑海上保險ハ由來海上ニ於テ起ルベキ危險ヲ負擔スルヲ本旨トスレトモ世運ノ進歩ト共ニ漸ク其區域ヲ廣メ海上ノ危險ノ中モ普通保險者ノ擔保スルヲ要セザル船員ノ惡行其他之ニ類スル危險サヘ負擔スルモノヲ生セリ故ニ船主又ハ貨主ガ充分ニ保險者ト契約スレバ船舶一朝遭難スルモ毫モ痛痒ヲ感セザルベシ然レドモ海上保險モ一種ノ契約ニ外ナラザレバ契約ノ如何ニヨリ保險者ノ責任大ニ相違スルモノアリ宜シク注意セザル可ラズ而シテ海上保險ノ事業ハ專門ノ事務ニ屬スルモノナレバ容易ニ小冊子ノ講說シ得ベキ所ニアラズ卜雖ヘドモ海運ニ密接ノ關係アレバ左ニ大要ヲ述ブベシ

海上保險者塡補ノ範圍

海上保險ノ契約ハ其條項ニヨリ保險者塡補ノ範圍ヲ異ニスルモ保險者塡補ノ範圍ハ左ノ如シ

一、特擔分損擔保　With Average;.....W.A.

二、特擔分損不擔保　Free from Particular Average;.....F.P.A.

三、全損ノミ擔保　Total Loss Only,.....T.L.O.

特擔分損擔保

特擔分損擔保ハ特擔分損卽單獨海損ヲモ擔保スル契約ニシテ海難ニヨリ生ズル損害ハ保險證券中特ニ塡補セザル特約アル場合ノ損害及ビ法律ノ結果保險者負擔ノ責ヲ免ルベキ場合ヲ除キ一切保險者塡補ノ責ニ任ズルモノナリ故ニ救援及ビ救助ノ費用共同海損分擔額ノ如キモ亦負擔スルコトヽ知ルベシ尤モ些少ノ損害ニ就キテハ塡補セザルコトアリ本邦ニ行ハルヽ所ニ從ヘバ船舶保險ニ在リテハ保險價額ノ百分ノ五以下積荷ニ在リテハ毎積荷毎ニ其百分ノ四

村　二五

衝突條項付特擔分損擔保

以下ノ小損害ハ塡補ノ責ニ任セザル慣習ナリ

村　三三五

光モ船舶ハ通常滊罐(Boiler)滊機(Machinery)船体(Hull)等ニ分チ各別ニ評價シテ保險ニ附スルコト多シ又船主ハ右ニ揭クル他保險者ト特約シ船長ノ過失ニヨリ他船ト衝突シタルトキ相手方ニ支拂フ損害賠償金ノ內其四分ノ三乃至九割ノ塡補ヲ受クヘシ斯ノ如キ條項ヲ衝突條項(Running Down Clause)ト云フ

特擔分損不擔保

特擔分損不擔保ハ單獨海損ヲ擔保セザル契約ニシテ保險ノ目的タル利益ガ被リタル單獨海損ニ對シテ保險者其責ニ任ゼザルノミナレバ全損ノ場合ハ勿論

村　三三六
　三三七

救援及ビ救助ノ費用共同海損分擔額等ハ皆之ヲ塡補スルモノナリ

坐礁沈沒火災衝突ノ例外

特擔分擔不擔保ノ契約中船舶ノ坐礁沈沒火災衝突ノ場合ニ於ケル損害ハ其額ノ多少ニ拘ラズ之ヲ塡補スル慣習アリ特擔分損不擔保ノ場合ニモ此等ノ損害ハ如何ナル少額ニテモ保險者之ヲ塡補スルモノト知ルベシ

全損ノミ擔保

全損ノミ擔保ハ歐洲各國前世紀頃迄ハ行ハレシモ今世紀ニ至リテハ再保險ノ場合ノ他漸ク其跡ヲ絕タントス此契約ニヨレバ保險ノ目的タル利益ノ全部喪失セル場合ハ勿論損害甚シクシテ完ク其物固有ノ用途ヲ失ヒタルトキ卽全損ト看做スベキ場合ニ於テ保險者ガ保險金額ノ全部ヲ塡補スルモノニシテ共同海損分擔額單獨海損及ビ特ニ反對ノ規定又ハ約束アルトキヲ除キ救援及ビ救助ノ費用等ハ保險者塡補ノ責ニ任ゼズ

村　三三三
新商　二二九

救援及ビ救助ノ費用ニ就キ保險者ノ責任如何ハ多少疑惑ヲ生スベシ從來本邦ニ於テハ此等ノ費用ハ保險者負擔セザルコトヽシ若シ特約ヲ以テ此等ヲ負擔スルトキハ特ニ救助費付全損ノミト稱セシガ新商法ノ規定ニ從ヘバ被保險者ハ海難ニ際シ損害ヲ防止スル義務アル代リニ之ニ要シタル費用ハ保險者塡補スルコトヽナリ從來ノ慣習ヲ一變シ特ニ契約アル場合ノ外救援及ビ救助ノ費用ハ保險者之ヲ負擔スルコトヽナレリ

新商　二二七

全損ノミ擔保ノ契約ニ於テ被保險物全損ニ歸セザレバ保險者之ガ塡補ノ責ニ任ゼザルモ本邦ノ如キハ法典ニ委付ノ規定アルガ故ニ反對ノ契約ナキトキハ委付ヲ爲シ得ベキ場合ニ被保險者ハ被保險物ヲ保險者ニ委付シテ保險金額ノ全部ヲ請求スルコトヲ得ベシ

委付ノ性質

抑委付ハ海上保險ニ限リ行ハルベキモノニシテ一種變則的ノ權利ノ移轉ニ他ナ

ヲズ委付ハ十四五世紀ノ頃失踪船ニ對シテ行ハレシヲ濫觴トス彼ノ交通不便ノ時船舶ガ某港ヲ出帆シテヨリ數月若クハ數十月ノ間其安否ヲ知ルニ苦シムトキニハ之ヲ全滅シタルモノト看做シ保險者ハ保險金額ノ全部ヲ支拂フ慣習又ハ規定ヲ見ルニ至リ若シ此ノ如キ慣習又ハ規定ナキニ於テハ假令船舶ノ安否ヲ知ルニ苦シムモ全滅シタルニ相違ナキコトノ證明ヲ被保險者ニ於テ爲サヽレハ保險金ヲ受取ルコト能ハザルベシ而モ海上數千里ノ遠キヲ航行スル船舶ガ果シテ全滅ニ歸セシヤ否ヤノ證明ヲ擧グルハ至難ノ事ニ屬シ數个月若クハ數十个月安否ヲ知ルニ苦ヾミ船舶ト雖ヘ尼間モ到達港ニ着スル場合ナシトセズ故ニ玆ニ委付ナル規定ヲ設ケ相當ノ期間安否ノ知レザル者ハ保險ノ目的物ヲ保險者ニ委付シテ保險金額ノ全部ヲ受取リ失踪船ガ若シ後日ニ至リ知レタルトキニハ保險者ヲシテ隨意ニ之ヲ處分スルコトヲ得セシメタリ此ノ如ク失踪船ニ對スル委付ノ規定ハ漸次敵船ニ捕獲セラレテ解放ノ望無キトキ其他損害甚シク殆ト全滅ニ近キ時ニモ適用セラルヽニ至レリ

委付ニ就キ法律ノ規定ハ所謂命令的ニ非ザレバ當事者間ノ契約ニヨリ隨意ニ之ヲ變更スルコトヲ得ベシ就レノ國ニ於テモ法律ニ規定スル所ハ實際ニ迂遠ナルモノ多キガ故保險證券ノ條項ニヨリ之ヲ變更スルヲ普通トス本邦ノ如キモ亦其一例トシテ見ルベシ

積荷ヲ委付シ得ヘキ場合

本邦積荷保險證券ノ規定スル所ニヨリ被保險物ヲ委付シテ保險金額ノ全部ヲ得ベキ場合ハ左ノ如シ

船舶ノ行方知レサルトキ

第一　被保險積荷ヲ積込ミタル船舶ノ行方ガ左ノ期間知レザルトキ

（い）日本沿海（但千島列嶋八重山群島臺灣澎湖島ヲ除ク）……汽船　二个月　帆船　三个月

（ろ）近海航路……汽船　四个月　帆船　六个月

（は）遠洋航路……汽船　六个月　帆船　九个月

積荷ノ救援救助見込ナキトキ

第二　被保險積荷ヲ積込ミタル船舶遭難シ積荷ノ救援救助ノ見込無シトハ救護セラレタル物ノ價格ガ之ニ要シタル費用ヲ償フコト能ハサルトキ換言スレバ救援救助ノ價値ナキ場合ノ如キ或ハ救援救助ニ長日月ヲ要スルガ爲メ其効無キ場合ノ如キ或ハ土地不便ニシテ莫大ノ費用ヲ要スル場合ノ如キ或ハ波濤荒ク大危險ヲ冒サヽレハ救助ヲ爲スコト能ハザル

場合等ヲ云フ然レドモ救助ノ見込無キヤ否ヤハ事實問題ニ屬シ當事者間ニ意見一致セザルトキハ鑑定人ノ鑑定又ハ第三者ノ仲裁等ニヨリ決スルノ他途ナシ

積荷ノ原質全部毀損シタルトキ

第三　同上ノ場合ニ於テ積荷ノ原質全部毀損シタルトキトハ例ヘバ精巧ナル器械類又ハ反物ノ如キハ積荷ノ原質全部毀損シタルトキトハ例ヘバ精巧ナル器械類又ハ反物ノ如キハ一旦海水ニ浸蝕セラルレバ最早貨物トシテノ用途ヲ全然異ニスルコトアルガ如シ然レドモ其積荷ガ或範圍内ニ於テ用途ヲ異ニセルトキノ如キハ之ヲ以テ委付ヲナシ得ベキ條件トナスコト能ハズ此條項モ亦事實問題ニ屬スルガ故ニ若シ爭起ラバ鑑定人ノ鑑定ヲ請ハザルベカラズ

船舶ヲ委付シ得ヘキ場合

次ニ船舶保險ニ在テハ第一項ノ船舶ノ行方ガ知レザル場合ニ付テハ積荷保險ト同樣ナレドモ第二第三兩項ハ船舶保險ニ毫モ關係ナシ故ニ此場合ニハ別ニ船舶ガ修繕スルコト能ハザルニ至リタルトキ及ビ船舶ガ沈沒坐礁破碎シ全ク救助ノ見込ナキ時ヲ以テ船舶ヲ委付スルコトヲ得ベシ而シテ船舶ガ修繕スルコト能ハザルニ至リタリト看做スニハ絕對的ニ修繕不能ノ場合ノ外救援救助ノ費用假修繕ノ費用及ビ本修繕費ガ保險證券ニ記載シタル船舶價額ニ超過スル場合ヲ指スモノナルコトハ保險證券ノ條項中ニ記載セラルヽ所ナリ然レドモ何等ノ契約モ無キトキハ商法ノ規定ニ從ハザル可ラズ

新聞紙二

船舶ガ沈沒坐礁破碎等ノ場合ニ援助ノ見込無キヤ否ヤハ結局相當ノ費用ト時日トヲ以テ援助スルコト能ハザルモノナリヤ否ヤハ事實問題ニ屬シ鑑定人ノ鑑定ニ從ハザル可ラズ

委付ノ手續新聞紙ニ掲載スル村

委付ヲ爲サントセバ慣習上書面ヲ以テスルヲ普通トス而シテ委付申込期限ハ我商法ニヨレバ三个月ナルガ故三个月ヲ經過スルトキハ委付ヲナス權利ヲ失フモノトス

委付ノ結果新聞紙ニ掲載スル村

然ラバ委付ノ結果ハ如何ト釋スルニ保險者ハ一方ニ於テ保險金額ノ全部ヲ被保險者ニ支拂フ義務ヲ生シ他方ニ於テ委付ノ行爲アリシ後ハ保險ノ目的物ニ付キ保險者ハ一切ノ權利ヲ取得スベシ詳言スレバ保險者ガ委付ヲ引受ケタルトキハ豫メ保險證券ニ記載シタル期限内ニ或ハ相當ノ期限内ニ保險金額ノ支拂ヲ爲サヽル可ラズ而シテ委付ノ成立ト同時ニ保險者ハ保險ノ目的ノ上ニ一

切ノ權利ヲ取得スルモノナリ

委付ハ既ニ述ベシガ如ク一種ノ變則的權利ノ移轉ナレバ保險者ニ取リテハ不利益ナルモノト云フベシ故ニ委付一旦成立セシ以上ハ假令被保險物ニ就キ救助ノ望アルヲ發見ストモ保險者ノ承諾ヲ得ルニ非ザレバ被保險者ヨリ隨意ニ之ヲ撤回スルコト能ハザルヲ原則トス

第二節　保險者ノ引受クベキ危險

保險者ノ引受クベキ危險ハ沈沒、火災、衝突、膠破、投荷其他總テ保險シタル航海ニ關スル一切ノ危險ニ及ブ　前圖ノ説

我保險證券ニ從ヘバ保險者ノ引受クベキ危險ハ沈沒、火災、衝突、膠破、投荷其他總テ保險シタル積荷又ハ船舶ニ損害ヲ及ボスベキ海上一般ノ危險トス

海上保險者ハ海上ニ於テ起ルベキ危險ヲ負擔スルヲ常然トスレドモ彼船舶保險ニ在リテハ船舶ガ修繕ノタメ船渠ニ入リタル中火災ニ罹リタル損害ノ如キハ通例之ヲ負擔セリ又海上ノ危險ニ連續セル河川若クハ陸上ノ危險或ハ造船中ノ危險又ハ新造船ノ進水ニ際シ起ル危險ノ如キモ特ニ擔保スルコトアリ而シテ陸上ノ危險ニ就キテハ海上危險ノ直接ノ結果トシテ起リタルトキハ特ニ海上危險ノ一部分ト看做サルヽコトアリ例ヘバ航海ノ途次非常ナル暴風雨ニ遭遇シ辛ウシテ避難港ニ入港セルトキ共同ノ利益並ニ安全ノ爲メ船舶ノ修繕ニ着手セントシテ積荷ノ一部ヲ陸揚シタルトキニ起リタル損害及ビ再ビ之ヲ積込ムニ當リ生ジタル損害並ニ陸揚中ノ倉敷料等ノ如キハ陸上ノ損害ニ關スルモノナレドモ暴風雨ナル海上危險ノ直接ノ結果ニ他ナラザレバ海上保險者ノ負擔スベキ危險ニ就テノ説明ハ前章 Negligence Clause ヲ説クニ方リ述ベタル所ナレバ爰ニ之ヲ贅セズ

船舶保險證券ニテ保險セラレタル貨物ニ關スル危險　二三六

第三節　保險者ノ負擔セザル危險

我船舶保險證券ノ條項中保險者塡補ノ責ヲ免カルヽ場合ヲ擧グレバ次ノ如シ

第一　一般暴徒若クハ海賊ヨリ被ル損害

第二　戰爭、捕獲、强留、抑止、水雷其他宣戰ノ前後有無ヲ問ハズ總テ戰爭ヨリ生ズル損害

以上二項ハ所謂戰時條項ト稱セラレ特ニ契約ヲ爲ストキハ保險者負擔スベシト雖ヘモ通例就レノ國ニ於テモ保險者負擔以外ノ危險トシテ數ヘラルヽ

戰時條項

第三　切迫セル危險ヲ避ケンガ爲メニ非ズ又ハ尋常ノ航路外又ハ本證券記載ノ航路以外ニ出デ又ハ出デントシ若クハ本證券ニ記載セル以外ノ港津ニ寄港セントシ又ハ寄港シタル時ハ其以後ニ生ズル損害航路外航行ニ就キテハ保險者ト交涉ノ上其承諾ヲ經タルトキハ特ニ其危險ヲモ擔保スルコトアリ本邦ニ於テハ此申込ト同時ニ保險料ノ追徵ヲナス尤モ航路外航行ニモ危險切迫セル時卽止ムヲ得ザルニ出デタルモノニ限リ保險者之ヲ擔保スルモノナリ

航路外航行

新商　六七

第四　被保險者保險契約者若クハ保險金額ヲ受取ルベキ者又ハ此等ノ代理人、雇傭人又ハ船長海員ノ故意又ハ重大ナル過失ニヨリテ生ジタル損害

被保險者保險契約者若クハ保險金額ヲ受取ルベキ者又ハ此等ノ代理人雇傭人ガ故意ニ釀シタル損害ハ條理上保險者負擔ノ責無キハ勿論ナリ然ルニ船長及ビ海員ガ故意ニ釀シタル損害ハ海外諸國ニ於テハ所謂船員ノ惡行中ニ包含セラレ概ネ保險者之ヲ擔保ス

船員ノ惡行

抑船員ノ惡行ヲ保險者ガ負擔セシ起源ハ航海業未タ發達セザル時ニ當リ船舶一旦遠隔ノ地ニ航行センカ之ガ監督ノ充分ニ行ハレ難キ點ヨリ船主ヲ保護スル精神ニ出デタルモノナリ然レドモ航海業ノ進歩セル今日ニハ船長船員ノ故意ニ釀シタル損害ハ之ヲ船主ノ責任ニ歸セシムルモ不當ノ事ニ非ザルベキガ故原則トシテハ此等ハ保險者負擔ノ限ニ非ズ

被保險者保險契約者又ハ保險金額受取人又ハ此等ノ代理人雇傭人又ハ船長海員ノ重大ナル過失ニヨリ生ジタル損害モ亦保險者負擔ノ限ニ非ズ而シテ重大ナル過失ニ因リ生ズル損害ハ船長海員ノ行爲ニ多クシテ果シテ重大ナル過失ナリヤ否ヤハ事實問題ニ屬スベキモ重大ナル過失トハ既ニ逃ベタル如ク法律上ヨリ解釋スルトキハ相當ノ注意ヲ缺キタルガ爲メ生ジタル損害是ナリ此等ハ船主ノ位置ヨリ云フ時ハ大ニ不便ヲ感スヘシト雖ヘモ本邦海運社會現時ノ狀態ニヨレハ保險者之ヲ負擔セザルモ亦理由ノ存スルモノアリ

重大ナル過失ニ因ル損害

第五　保險會社ノ承諾無クシテ船舶所有者若クハ船長ニ更替アリ又ハ船舶ノ

構造ニ變更アリタル以後ノ損害但シ航海中事變ノ爲メ假ニ船長ヲ定ムル場合
ハ此限ニ非ス

船主、船長、船舶ノ變更　第三六條

本邦海上保険ニ於テハ船主若クハ船長ノ變更ニ重キヲ置キ之カ變更ニ就キテ
ハ一々保険者ノ承諾ヲ經ザル可ラス何トナレハ船主船長ノ如何ハ船舶ノ危險
ニ消長ヲ來スコト著シケレハナリ船舶ノ構造ノ變更アリタル時亦同樣ノ手續
ヲ履マザル可ラス

第六　船舶出帆ノ當時安全ニ航海ヲ爲スニ必要ナル準備ヲ爲サス又ハ必要ナ
ル書類ヲ備ヘス若クハ官廳ノ檢査ヲ受クルヲ怠リタル場合ニ生ズル損害

船主、船長ノ義務ヲ怠リタル場合　第三五條

此條項ハ保険證券ニ記載スルヲ待タズ當然保険者カ其責ヲ免カルヽ者ナリ何
トナレハ是船主若クハ船長ノ當然守ルヘキ義務ヲ怠リタル者ナレハナリ

第七　密輸出入ヲ謀リ又ハ戰時禁制品ヲ積込メルニヨリ若クハ檢疫ニヨリ生
ズル損害

密輸出入ヲ謀リ又ハ戰時禁制品ヲ積込ムトキ　第三五條

密輸出入ヲ謀リ又ハ戰時禁制品ヲ積入シ若クハ脫稅ヲ謀リテ種々ノ處置ヲ爲シタルカ爲メ差押トナリ從テ生ヒ
タル損害ヲ云ヒ戰時禁制品ヲ積込ミタルニヨル損害トハ船舶出航當時ハ開戰
前ナリシモ先方ヘ到達セル時既ニ戰爭起リ且ツ該積荷カ戰時禁制品タリシ爲
メ差押ヘラレタルカ如キ場合ニ生ズル損害ニシテ共ニ當然保険者ノ負擔以外
ニ屬スヘキモノナリ

檢疫ニヨリ生ズル損害

船舶ノ檢疫上ハ傳染病ノ流行スルニ當リ政府ニ於テ外來ノ船舶ニ對シ病毒ノ
有無ヲ檢シ且ツ消毒ヲ爲スコトニシテ檢疫ニヨリ生ズル損害ニ就キ被保険者
ト保険者トノ間ニ苦情往々起ルコトアルカ故之ヲ豫防センカ爲メ特ニ此條項
アルナリ

軍用及運送船トナリシ以後ノ損害

第八　戰時ニ軍用又ハ運送用トシテ使用セラルヽ時其以後ニ生スル損害

此條項ノ起原ハ實ニ彼ノ明治二十七八年日清戰爭ニ在リトス當時本邦商船ノ
御用船トナサテ支那海並ニ朝鮮近海ヲ航行スルニ當リ戰時ノ危險ハ保険證券
ノ條項ニヨリ其責ヲ免カルヽコトヲ得ヘキモ戰爭ニヨラサル坐礁衝突等ニ就
テハ依然保険者其責ニ任セザルヘカラス然ルニ馬關海峽ヲ通過シタル以後ハ
或ハ夜中點火ヲ爲サス屢々闇黑中ヲ航行スルコトアリ或ハ敵船ノ警察ヲ豫防

船舶ノ保險金額制限以上ニ附シタル保險

第二一

センカ爲メ非常ノ航路ヲトルコトアリ加之船舶ノ往復頻繁ナリシヲ以テ其危險平時ニ比シ甚シキモノアリ實際當時危險ニ罹リシモノハ少數ナリシモ保險者ハ大ニ考フル所アリ商船ニシテ戰時運送船トシテ使用セラルヽモノハ其擔保ヲ拒絶シ若シ強テ之カ引受ヲ望ム者アラハ高額ノ保險料ヲ以テ之ニ應スルコトヽナシ爾來此條項ヲ見ルニ至リシナリ

第九　被保險船舶ニ對シ總保險金額カ保險證券記載ノ保險金制限額ヲ超過スルニ至リタル時ハ其以後ニ生ズル損害

本邦ニ於ケル船舶保險ノ場合ニハ船價ノ一部分ハ常ニ船主ノ危險ニ存セシムル規定ナルヲ以テ保險契約ヲ爲ス際所謂保險金額ノ制限ナルモノヲ設ケ若シ其以上ニ船主カ他ノ保險者ト保險契約ヲ取結ヒタルトキハ第一ノ保險契約ヲモ無効ニ屬スモノトセリ換言スレハ如何ナル方法ニヨルモ船主ハ保險金額制限以上ニ保險ヲ附スルコト能ハス是甚酷ナルカ如キモ抑保險金額ノ制限ヲ設ケタル旨意ハ船主ヲシテ常ニ船價ノ一部ニ對スル危險ノ負擔ヲ爲サシムルニ在リサレハ此精神ヲ破リ制限外ニ保險ヲ附シタルトキハ先ノ保險契約ニ對シテハ其利益ヲ拋棄シタルモノト看做スノ止ムヲ得ザルモノアレバナリ

保險料拂込サヽリタル以後ノ損害

第二二

第十　保險料拂込期日ニ其拂込ヲ怠ルトキハ船舶保險ニ在リテハ保險料ハ數回ニ分納スルヲ本邦ノ慣習トス然レドモ船主ハ動モスレハ其期日ニ至リテ支拂ヲ怠リ之カ爲メ保險者ノ帳簿整理上困難ヲ惑スルコトアリキ故ニ數年前ヨリ斯ノ如キ場合ニ保險者ハ期日以後ニ生シタル損害ヲ負擔セザルコトヽシ依テ以テ此弊ヲ除カントシ此ノ如キ條項ヲ見ルニ至レリ尤モ保險契約ハ之カ爲メ消滅シタルニ非スシテ船主カ再ヒ保險料ヲ拂込ミタルトキハ拂込日以後ニ生ジタル損害ハ保險者其責ヲ負フモノナリ

積荷保險證券ニヨリ保險者ノ負擔セザル危險

第二三

積荷ヲ保險ニ附シタル時保險者擔保ノ責ニ任ゼザルモノハ前ニ掲グル條項中第五項及ビ第八項以下ヲ除クノ他同一ナリ尙積荷保險ニ於テ保險者責ヲ免カルヽ特別ナル條項ハ左ノ如シ

特別ノ條項

第二一—二六

被保險物ノ性質若クハ瑕疵其他自然ノ消耗等ニ因リテ生ジタル損害又ハ不可抗力ニ歸因セザル破損、毀損、變質、變色、腐敗、荷造ノ不良、荷積ノ不注意等ヨリ生ズル損害、又ハ鼠喰、虫喰、盜難、鈎疵、雨濡、不可抗力ニ歸因セザル

保險者ガ擔保セサル危險ニ就キ船主ノ被ルヘキ結果

漏損荷包ノ破損中荷混合ヨリ生スル損害

以上記載セル損害ノ多分ハ條理上保險者責ヲ負フ可キモノニ非ザルコト別ニ說明ヲ下ス必要ナシ

斯ノ如ク保險者ハ危險ノ種類ニヨリテハ之ヲ負擔セザルモノアルガ故此等ハ特約ヲ以テ擔保ヲ請求スルノ他船主又ハ貨主ニ於テ自ラ負擔セザル可ラス然リ而シテ船主ノ位置ヨリ云フトキハ自己ノ代人タル船長海員ヲシテ船舶ヲ操縱セシムルガ故保險者ノ負擔セサル損害ノ如キハ自ラ之ヲ負擔スルモ敢テ不都合ヲ感セザルベシ殊ニ英國ニ於テハ船主組合又ハ共濟保險組合ナルモノアリテ一般保險者ノ負擔セザル危險ニ就キテモ一部ノ塡補ヲ受クル組織アルカ故ニ船主ノ便益少カラズ之ニ反シ貨主ノ位置ヨリ云フトキハ自己ノ貨物ヲ既ニ船主即他人ニ托シ運送セシムルモノナレバ監督權ナキガ爲メ生ズル損害ニ就キ絕對的ニ保險者ヨリ塡補ヲ受クル能ハザルハ頗ル不便ヲ感ズル處ナルベシ尤モ船主ト貨主トヲ問ハズ充分ノ注意ヲ缺キシガ爲メ生ズル損害ノ如キハ所謂汝ニ出デテ汝ニ歸ルノ諺ノ如ク保險者ヨリ塡補ヲ受クル能ハザルモ亦至

保險者カ保險セサル危險ニ就キ貨主ノ被ルヘキ結果

當ナリトス

又貨主ノ位置ヨリ考フルニ保險者ヨリ塡補ヲ受ケザル種類ノ損害ト雖ヘ𪜈運送契約ニヨリ船主其責ヲ負フベキモノハ勿論船主ヨリ賠償ヲ受クベキモ現今行ハルヽ船荷證券ノ多數ヲ觀ルニ彼ノ除外例(Negligence Clause)ニヨリ此種ノ損害ノ大部分ニ就キ船主其責ヲ免カルヽ慣習アリ世人動モスレバ貨物運送中ノ損害ハ若シ之ヲ保險ニ附シアルトキハ常ニ保險者ノ塡補ヲ受ケ否ラザルモ尙船主ノ賠償ヲ受ケ貨主ハ毫モ痛痒ヲ感ゼザルモノト思惟スル者尠カラズト雖ヘ𪜈是大ナル誤ナリト謂ハザルベカラズ尤モ先年船荷證券ノ修正編纂ヲ企ツルニ當リ龍動商業會議所ノ意見ハ船荷證券ト保險證券トヲ結合スレハ恰モ該貨物ハ安全ニシテ銀行家カ荷爲替ヲ取組ム場合ニモ貨物ヲ自己ノ倉庫ニ入レ金員ヲ融通セシト同一ナル安全ノ程度ニ非ザル可ラズ換言スレバ保險證券ニ於テ保險者ノ負擔セザル危險ハ宜シク船主ニ於テ負擔スベシト云フニ在リキ然レドモ國ニヨリテハ保險證券ニ於テ保險者ノ負擔セザル危險ハ如キモ多少ノ相違アリ又船荷證券ノ條項トテモ區々ナルガ故到底實行ニ困難ナルベシ

要スルニ海運ニ從事スル者及ビ其便ニ依ル者ハ豫メ如何ナル種類ノ損害ハ自ラ負擔セザルベカラザルカヲ研究スル必要アリ又積荷ニ對シ荷爲替ノ取組ヲ受クル銀行家モ宜シク如何ナル種類ノ損害ハ保險者又ハ船主ノ塡補賠償ヲ受クル能ハザルカヲ知ラザル可ラズ

第四節　貨主ノ負擔スベキ危險

本邦ニ行ハルヽ保險證券ト船荷證券トヲ對照シ且ツ法律ノ規定ト慣習トヲ斟酌シ積荷主自身ニ負擔スベキ危險ヲ擧グレハ左ノ如シ

保險者並ニ船主ヨリ塡補賠償セザル損害ヲ別テ貨主ガ保險者並ニ船主ヨリ絕對的ニ塡補賠償ヲ受クル能ハザル損害ト普通ノ條項ニ於テハ塡補ヲ受ケザルモ特約ニヨリ保險者ノ塡補ヲ受クルモノトノ二種トナスコトヲ得ベシ

絕對的ニ負擔スヘキ損害

第一　絕對的ニ保險者並ニ船主ヨリ塡補賠償ヲ受クル能ハザル損害

此種ノ損害ハ多ク貨主自身ノ不注意又ハ貨物本來ノ性質ニ歸因スルモノニシテ例ヘバ荷造ノ不良ヨリ生ズル損害積荷ノ性質若クハ瑕疵其他自然ノ消耗等

貨主ノ不注意又ハ貨物固有ノ性質ニ因ルモノ

ニヨリテ生ズル損害、不可抗力ニ歸因セザル漏損、荷包ノ破損、中荷ノ混合、其他變質、變色、腐敗等ノ如シ彼暴風雨等ニ遭遇セザルモ荷造ノ不完全ナル爲メ硝子、陶磁器等ノ破損スルガ如キ、熱帶地方ヲ經過スル果物ノ腐敗スルガ如キ、孰レモ貨主ガ當然負擔スベキ損害ナリ

法律ノ結果又ハ貨主ノ惡意及重大ナル過失ニヨルモノ

此他密輸出入又ハ脫稅ヲ謀リタルニヨリ生ズル損害積荷ガ檢疫ニヨリ又ハ戰時禁制品タルニヨリ生スル損害及ビ被保險者保險契約者若クハ保險金額ヲ受取ルベキモノ又ハ是等ノ代理人、雇傭人ノ故意又ハ重大ナル過失ニ因リテ生シタル損害等モ貨主之ヲ負擔セザルベカラズ

船員ノ經過失ニヨルモノ

又盜難、鼠喰虫喰、雨濡等ヨリ生ズル損害ハ保險證券ノ規定ニヨリ保險者負擔ヲ免カルヽト共ニ船主ハ船荷證券ノ條項ニヨリ亦責ヲ免カルヽコト多シ

特約ニヨリ保險者ヨリ塡補ヲ受クヘキ損害

第二　特約ニヨリ保險者ヨリ塡補ヲ受クベキ損害

戰爭ヨリ起ル損害ハ普通ノ保險證券ニ於テ保險者之ヲ負擔セザルモ特約ニヨルトキハ保險者之ヲ塡補スベシ

航海不適ヨリ生ズル損害及ビ船主海運業者ノ過失、若クハ船員ノ故意又ハ重大

ナル過失ニ歸因スル損害ノ如キハ條理上行爲者ニ於テ負擔セザル可ラズ然レドモ事實船長海員ガ損害ヲ釀セルトキノ如キハ船長海員ヲ相手取リ損害賠償ノ訴ヲ提起スルコトヲ得ベキモ是等俸給ノ者ニ向ヒ巨額ノ賠償ヲ求ムルモ決シテ有效ナラズ又苟クモ船主ニ過失無ケレバ船長其他ノ海員ノ職務ヲ行フニ當リ他人ニ與ヘタル損害ハ我商法ノ規定ニヨリ航海ノ終ニ於テ船舶運賃及ビ船主ガ該船舶ニ就キ有スル損害賠償又ハ報酬ノ請求權ヲ債權者ニ委付シテ責ヲ免カルヽコトヲ得ベキガ故若シ船長海員ノ故意又ハ重大ナル過失ニヨリ船舶全滅ニ歸セシトキハ貨主ハ始ント要償ノ途無キト一般ナリ

斯ノ如キ次第ナレハ積荷ノ運送ニ就キテハ保險者ト船主トノ間ニ詳細ナル協議ヲ爲シ船主ノ責ヲ免ルベキ損害ハ可成保險者ニ於テ之ヲ負擔スルヲ要ス蓋既ニ積荷ガ貨主ノ手ヲ離レ船主ノ監督ノ下ニ在ル船長海員ノ過失其他ノ原因ニヨリ損害ヲ生ジタルトキニモ尙積荷主ヲシテ損害ヲ自ラ負擔セシメンカ商業ノ圓滑ヲ圖ル上ニ於テ大ニ寒心スベキ事ナレバナリ勿論今日ニ至ル迄歐米各國ニテハ斯ノ如キ場合ハ稀ニ見ル所ナルヲ以テ世人ノ注意ヲ喚起スルヨト

結論

關係者

海上運送ニ第十三章　海上保險及ビ海上保險ト海運ト關係ニ
第四節　貨主ノ負擔スベキ危險　（八一一）

薄ク且ツ海外保險證券ノ規定ハ本邦ノモノニ比スレハ貨主ニ取リ甚寬大ナルモノアリテ一部ノ學者ハ杞憂ヲ懷キ彼是議論ヲ爲スモ實際海運ニヨリ貨物ヲ輸送スル商人ノ如キハ此等詳細ノ點マデ深ク留意スルモノ少シトス特ニ本邦ノ如キハ此邊頗ル曖昧ニシテ船主ハ法律ノ未ダ實施セラレザル結果無限ノ責ヲ負ヒタルモ斯ノ如キ損害起ルトキハ通常示談ニテ終ヘ世間ノ問題トナラザリキ然レモ今後ハ此等ノ點ニ就キ議論起ラン事モ知ルベカラザレハ海運ニ關係スルモノハ宜シク研究ヲ怠ルベカラス

仲裁

船主保險者並ニ貨主間ニ爭起ル時ハ訴訟ニ至ラザル前當事者間ノ示談ニテ平穩ニ事ヲ結フヲ便法トシ本邦ニ盛ニ行ハルヽ所トス海外ニ於テモ此等ノ者ノ間ニ於ケル爭ハ仲裁(Arbitration)ニ附スル便法アリ蓋訴訟ヲ起ストキハ判決ノ下ル迄ニハ比較的長日月ヲ要スルノミナラス訴訟費用其他各種ノ費用嵩マリ加之當事者間ニ惡感情ヲ起シ總ベテ商取引ノ圓滑ヲ妨グルノ弊ハ避クベカラザル所ナリ特ニ保險證券運送契約其他衝突等ニ關スル問題ニ就キ其證人タルモノハ直接又ハ間接ニ海事ニ從事スルモノニシテ此等ノ者ヲ法庭ニ招喚センマ

トハ困難ナル場合多ク其附帶費用亦決シテ尠カラザレハ之ヲ仲裁ニ附スルノ利益ナルニ若カス彼英國ニ於ケル相互保險組合(Mutual Insurance Societies)ノ多數ハ其約款ニ組合ト組合員トノ間ニ起ル爭議ニ之ヲ仲裁ニ附スベシトノ條項ヲ備フルガ如キ亦此一例ナリ其極端ナル例ハウエルース石炭運送契約書(Wales coal charter)中ニハ日數超過增拂金ニ關スル苦情起ラハ恒ニ之ヲカルヂッフ船主協會(Cardiff shipowners' Association)ノ撰ヘル船主一名並ニモンマウスシャー及ビ南ウエールス炭鑛所有者協會(Monmouthshire and South Wales Coal Owners' Association)ノ撰ベル炭鑛所有者一名ヲ仲裁人トシ若シ兩人ノ間ニ議熟セザルトキハ兩人撰定ノ判者(Umpire)ノ判定ヲ受クベシトノ强制的仲裁條項(Compulsory Arbitration Clause)ヲ挿入セリ然レドモ此ノ如ク將來起ルベキ事件ヲモ恒ニ仲裁ニ附スベシトノ契約ハ法律上無效タルヲ免レズ之ガ爲メ一八九九年十二月二十日ニ開カレタルカルヂッフ商業會議所ノ議決ニヨレハウエールス石炭運送契約書ノ所謂强制的仲裁條項ヲ改正シ仲裁ニ附スルハ當事者ノ任意トセリ是固ヨリ當然ノコトナリ然レドモ將來生スヘキ事件ニ就キテモ先之ヲ仲裁ニ附シタル後ニ非ザレハ訴訟

ヲ爲スコトヲ得ズトノ契約ハ勿論有效ナリ

爭議ヲ仲裁ニ附セントスル時ハ當事者ハ其旨ヲ契約書ニ作製シ仲裁人ノ報酬仲裁人ノ裁判ハ裁判所ノ判決ト同一效力アルコト其他爭議ノ事項一ナル時ハ之ヲ簡單ニ記載シ署名ノ上仲裁人ニ呈出スベシ而シテ當事者ハ普通一名宛ノ仲裁人ヲ指定シ仲裁人ハ又更ニ判者ヲ撰ヒ仲裁人ノ議合ハザル時ハ判者ノ意見ニ從フモノトス然レドモ双方ニ利害ノ關係ナキ者一名ヲ仲裁人ト爲スコトナキニ非ス此クノ如キ場合ノ仲裁人ハ事件ノ性質ニヨリ辯護士海損精算人其他各事件ニ經驗アル者ヲ撰ブベキハ勿論ナリ

仲裁人ハ當事者又ハ證人ニ種々ノ訊問ヲ爲シ或ハ辯護士其他專門家ノ意見ヲ叩キ契約書ニ指定ノ日迄ニ裁決書(Award)ヲ作ラザルベカラスト雖ヘドモ普通ノ契約書ニヨル時ハ若干日裁決書調製日ニ猶豫ヲ爲スコトヲ得ベシ

契約書ニ何等仲裁人ノ報酬額ヲ記載セザリシ時ハ仲裁人ハ相當ノ報酬ヲ得ベシ普通行ハルヽ法ニヨレハ仲裁人ハ裁決書ノ調製ヲ畢リタル時ハ當事者双方ニ自己ノ受取ラントスル報酬(Fees)ノ金額ヲ指定シ右支拂ト引換ニ裁決書ヲ交

OTC 180-200

附スルナリ

海上運送 終

送運上海

附錄

遞信省船名錄

本船番號	信號符字	船名	航路	船質	網具推進器	甲板支水壁	二重底 位置	二重底 容量	壓搶水箱 位置	壓搶水箱 容量	尺度 長	尺度 幅	尺度 深	喫水 空	喫水 載	總噸數	登簿噸數	製造年月	製造地名	造船工長	港	繫留機關	汽筒 數	汽筒 徑	汽筒 行程	汽罐汽壓	公稱馬力	船主
一〇一〇	HGJB	同陽丸（旧名同陽丸）	沿海	木	スクーナー	二					一三七、三〇	二、〇	一二、九〇	六、〇	一三、八〇	八五、一四	八五、一四	明治二十年五月	東京蒸氣船會社	渡邊國藏	福澤辰藏	函館	聯成會社	汽	二	二一、一四		一五、	七〇	服部治郎次
一〇一一	HGJT	芙蓉丸（ブランデー、ハインシリヒ）	遠洋	鐵	スクーナー	一	全	三三〇 噸	噸	二〇二、三八六〇	三四、六七	一九、八三	二二、五	一二、七五	七八、九七	千八百七十五年	千八百七十五年	千八百七十七年八月	英國サンダーワンド	シヨート	肥前	聯成會社	汽	二	三一、	五七、	三六、	二〇	三菱合資會社
一〇一八	HGKJ	肥後丸	近海	鋼	スクーナー	二	船尾ノ後	二二、一四 尺			三四、三〇	二一、三三	一三、	七、一四〇	八七、一〇〇	千八百九十五年	千八百九十五年	明治二十年六月	東京石川島造船所	東京	聯成	冷汽	二	三〇、	五六、	三九、	九〇	日本郵船株式會社
一〇二二	HGKN	第三田浦丸	沿海	木	スクーナー	一					九六、八〇	一三、八〇	八、	六、	一三、三七	八五、一四	四六、三七	明治二十年五月	東京蒸氣船會社	渡島國	福澤辰藏	函館	聯成會社	汽	二	二一、一四		一五、	七〇	服部治郎次
一〇一七	HGKV	仁保島丸	水平	木	スクリュー	一	機關室				六六、二〇	九、九〇	四、六	二、	一四、八五	二七、五一	二七、五一	明治二十年一月	大阪松島町	長門國	赤間關	單箱雙	聯成會社	汽	一	一八、一四		八、	七五、	山本竹次郎
一〇一八	HGKW	夕顏丸	近海	鐵	スクーナー	一					一二五、三〇	二一、〇〇	九、	二、〇	二〇六、三三	明治二十年四月	肥前國長崎	肥前國	長崎	コールドル	聯成會社	汽	二	一九、	三四、	二七、	八〇	三菱合資會社
一〇二一	HGKB	淡川丸	沿海	鐵	スクーナー	二					一五七、九〇	一九、三〇	七、五	一、五	三九、六〇、〇	明治二十年五月	播津國兵庫	大阪	聯成	冷汽	二	二一、	三九、	二四、	七五	大阪商船株式會社
一〇二七	HGLP	玄洋丸（ヘーロン）	近海	鐵	スクーナー	二					一三六、〇〇	二三、九〇	一六、四〇	七、	一一、五	四七、九六	二九、七三八	千八百七十一年八月	蘇國ホール、ルッセル	大阪	聯成	冷汽	二	三一/二	三八、	二九/一〇	六五	帝國商船株式會社
一〇二八	HGLQ	正義丸（オルチー）	近海	鐵	スクーナー	二					一八一、二〇	二四、一〇	一七、七五	八、五	二二、五	五六、八九、二四	三五二、七三	千八百七十六年	蘇國	同	聯成	冷汽	二	二六/一八	二七、	六五、	九四、	高田義丸

本船番號	信號符字	船名	航路	船質	網具推進器	甲板支水壁	二重底 位置	二重底 容量	壓搶水箱 位置	壓搶水箱 容量	尺度 長	尺度 幅	尺度 深	喫水 空	喫水 載	總噸數	登簿噸數	製造年月	製造地名	造船工長	港	繫留機關	汽筒 數	汽筒 徑	汽筒 行程	汽罐汽壓	公稱馬力	船主
一〇二一	HGLD	第二松壽丸（三檣丸）	沿海	木	スクーナー	二					七九、〇〇	一一、〇〇	四、	一、	三九、一〇	三九、六〇、〇	三九、一〇	明治十八年六月	肥前國生產町	肥前國	唐原濱松	長崎	聯成會社	汽	二	一二、		一三、	五五	鬼塚愿
一〇二八	HGKW	夕顏丸	近海	鐵	スクーナー	一					一二五、三〇	二一、〇〇	九、	二、〇	二〇六、三三	明治二十年四月	肥前國長崎	肥前國	長崎	コールドル	聯成會社	汽	二	一九、	三四、	二七、	八〇	三菱合資會社
一〇一七	HGKV	仁保島丸	水平	木	スクリュー	一	機關室				六六、二〇	九、九〇	四、六	二、	一四、八五	二七、五一	二七、五一	明治二十年一月	大阪松島町	長門國	赤間關	單箱雙	聯成會社	汽	一	一八、一四		八、	七五、	山本竹次郎
一〇二一	HGKB	淡川丸	沿海	鐵	スクーナー	二					一五七、九〇	一九、三〇	七、五	一、五	三九、六〇、〇	明治二十年五月	播津國兵庫	大阪	聯成	冷汽	二	二一、	三九、	二四、	七五	大阪商船株式會社

LLOYD'S REGISTER OF BRITISH AND FOREIGN SHIPPING.

1 No. in Book. / Official No. / Code Letters.	2 3 Steamer's Name. Material, Rig, &c. / Master. Late Name if any. / Special Surveys. No. of Decks, &c.	4 Registered Tonnage. Gross. — Under deck. — Net.	5 6 7 Particulars of Classification. Character. — For Special Survey. Date of last Survey.	Port of Survey.	Years Assigned and Additional Letter	8 9 Built. When. — Ship. — Engines.	By Whom. — Where.
11	**Achecolanda** SteelScSr *D.G.Moraitis* –99 ss Shl. No. 3–4, 99 (ex)Wave 1 *Dk (Stl) & Webframes* *Well deck*	2050 1 9 2 0 1 3 0 0	**100A1** *(Class Contemplated.)*			1899	W. Pickersgill & Sons Sunderland
12	**Antonios** SteelScSr *D.G.Moraitis* –99 ss Shl. No. 3–4, 99 (ex)Wave 1 *Dk (Stl) & Webframes* *Well deck*	2264 1 7 5 7 1 4 5 0	✠ **100A1** 7,99 ✠ LMC 4,99	Shl	*s*	1887 3 mo *Lloyd's* s A. & CP.	W. Gray & Co. W. Hartlepool.
3 110159 RGHN	**Brinkburn** SteelScSr *W.J.Sheldrake* 69–99 1 *Dk (Iron) & Spar dk (Iron) & Webframes*	3683 3 4 5 1 2 3 6 5 –	✠ **100A1** *Spar dk* 7,99 ✠ LMC 7,99	Wtb	*w*	1899 7 mo	T. Turnbull & Son Whitby A. & CP.
18 HRFL	**Bewick** Iron Sc 3 Mst Sr *Le Paumier* –97 ss Hav. 2nd (ex Chesmé, ex Bewick) No. 3–9, 95 3 *Dks*	1389 1 2 6 3 8 1 9	✠ **90A1** 9,97 ✠ NB8 BS9,97	Dnk	*p*	1872 2 mo LMC 9,95	W. Doxford & Sons. Sunderland A. & CP.

10 Owners.	11 Regist'd Dimensions Deck Erections, &c. Length.	Breadth.	Depth.	13 Port of Registry. Flag.	12 Engines. No. & Dia. of Cylinders. —Stroke. Boiler Pressure. NP—Horse Power by society's formuine. IHP —power by Ship's Register. Particulars of Boilers & Furnaces. Engine Maker's Name.	14 Moulded depth. Freeboard amidships. ft. in.	15 Registers in which classed, if not in L. R. Date of P. of Trade Cert.
A. Uribe	286·0 P23′ 156′ F27′	43·2	18·7	**Bilbao** Spanish	T. 3 Cy. 21″, 35″ & 57½″–39″ G. Clark, Ld. Sunderland		
D. G. Moraitis & Co.	289·2 P27′ Q96′ B108′ F30′ *WB=D Ba*	38·2	20·3 BK 10″ 96′ *f* 108′ 452*t*	**Andros** Greek 5 *B H Cem*	T. 3Cy.22″,36″&58″ –39″ (*o*) 160 lb 80 lb 2NDB99 210NHP28B, 6*cf*, gs 68 T. Richardson & Sons, Hpl.	22 ″ 2 s 2 ″ 0	
Century Shppg. Co. Ld. (Harris & Dixon *Mgrs.*)	352·1 P30′ B114′ F32′28·5 *WB=D Ba* 120′ *wE24′ f* 140′	43·0	20·6 FK	**London** British 6 *B H Cem* 810 *t APT* 40*t*	T. 3 Cy. 24″, 40″ & 65″–42″ (*s*) 160 lb 90 lb 282NHP 2SB, 6*cf*, gs 123 HS 4345 Blair & Co. Ld. Stockton	21 ″ 9	
E. Hulin	253·3 ptND89	32·4	24·0 *WB=D Ba*	**Rouen** French 6 *B H Cem* 68 *f* 86′ 239*t*	C. 2 Cy. 31″ & 58″ –33″ (*b*) 75lb 60lb NDB 88 161NHP N. E. Marine E. Co. Ld. Sld.	25 ″ 3	

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切客船維附=送運上海

Voyage No. 3 Hongkong, 1st April 1906.

Ticket No. 1 Berth No. 19

Passenger Mr. M. Hongo

Ship "Nisshin Maru"

From Hongkong to Kobe

Rate $65.—

REMARKS.

Nippon Kisen Kaisha.

CABIN PASSENGER'S TICKET.

Not Transferable, and good for this trip only.

Voyage No. 3 Hongkong, 1st April 1906.

Ticket No. 1 Cabin No. 10 Berth. 19

This Ticket entitles Mr. M. Hongo to a CABIN PASSAGE from Hongkong to Kobe (*the dangers and accidents of the seas and navigation of whatsoever nature and kind, excepted*), in this Company's Steamer "Nisshin Maru" or any other vessel that may be substituted.

For the Nippon Kisen Kaisha,

J. Matsumoto

Agent.

☞ N.B.—See Special Conditions on the Back.

切客船維附=送運上海

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CONDITIONS.

Should the steamer be prevented from leaving at the appointed time, either *en route* or otherwise, from any cause whatever, the Company will not be liable for the maintenance of Passenger, nor for any consequence of such detention.

Should any other steamer be substituted, the Company reserve to themselves the right of re-berthing the passengers.

Adult Passengers will be allowed 100 Pounds Baggage Free, Children paying half-fares, half this amount; all in excess to be paid for at the current rate for Cargo. The Company will not be responsible for Merchandise, Notes, Bonds, Documents, Specie, Bullion, Jewelry, or Valuables of any sort, to be landed as Baggage, unless shipped under Bills of Lading and Freight paid thereon in the usual way.

Passengers will pay for all Wines, Spirits, Malt Liquors, and Ærated Waters with which they may be supplied.

NIPPON KISEN KAISHA.

RETURN ORDER NO. 1

Issued in Connection with

Ticket No. 1

Per S. S. "Nisshin Maru"

Voyage

Sailing from Hongkong

on 1st April 190 6

Mr. M. Hongo

From Kobe

To Hongkong

Class 1st

Return Fare Prepaid $32.50

Available Period 6 Mos.

This order issued on 1st April 190 6

Advice Note forwarded to Kobe

REMARKS.

NIPPON KISEN KAISHA.

RETURN ORDER NO. 1

Issued in Connection with

Ticket No. 1

Per S. S. "Nisshin Maru"

Voyage

Hongkong, 1st April 190 6

Advice Note for *Manager* N.K.K.

Kobe

Mr. M. Hongo

From Kobe

To Hongkong

Class first

Return Fare Prepaid $32.50

Available Period 6 Months

J. Matsumoto

Manager

REMARKS.

NIPPON KISEN KAISHA.

RETURN ORDER.

NO. 1

This Order must be exchanged for a ticket at the Company's Office previously to embarkation, otherwise the Company can not guarantee any accommodation on board.

Hongkong, 1st April 190 6

To the Manager *N. K. K.*

Kobe

Please grant a first *class ticket to*

Mr. M. Hongo

from Kobe *to* Hongkong

the amount of $32.50

having been prepaid as the return fare.

for Nippon Kisen Kaisha.

J. Matsumoto

N. B.—*This Order is available until* 1st Oct. 1906 *before which date the holder must embark.*

This Order is not transferable; but the holder has the option of surrendering it within the time limit, the Company refunding the sum charged, less ten percent. Should the holder not embark after having engaged a berth, only one half of the passage money will be refunded, the other half being forfeited to the Company.

This Order is issued in connection with

Ticket No. 1

Per S. S. "Nisshin Maru"

Voyage

海上運送ニ關スル 出荷申込書

出荷申込書

深川揚 八次 東洋丸 五八一番 財員 秤量 壹萬參千參百九拾五斤

荷印	品名	個員	原價	割合	要件	出荷人	同取次人	荷受人	同取次人
〆	荒鋼	百九拾四	參千四百六拾六圓	貳拾八錢		古川休彌		古川彌平	

運賃現拂 ——

運賃向拂 參拾七圓五拾壹錢

右荷物船便ヲ以テ御運送有之度候也

明治 卅九年七月十二日

日本汽船會社御中

盜害風害及ビ戰亂ノ爲メノ滅損

二 硝子、陶磁器ノ如キ破損シ易キ物ニ生ジタル損害

三 自然ノ耗損、汗濡、其他運送ノ性質ニ因リテ生ジタル損害

四 荷造不完全ニ基因リテ生ジタル損害

第五條 包裝シタル運送品ノ種類、品質、形狀、數量又ハ價格ニ付キ虛僞ノ申告ヲ爲シタルトキハ其運送品ニ生ジタル一切ノ損害ヲ賠償スルノ責ニ任ス

第六條 危險物、危害物、腐敗シ易キ物、其他船舶又ハ他ノ運送品ニ損害ヲ與フルノ虞アル物ハ其種類及ビ性質ヲ明告スルニ非サレハ當會社ハ發見次第之ヲ陸揚シ又ハ之ヲ船外ニ放棄スルコトアルヘシ船積後又ハ陸揚後ノ法令ニ違犯シテ船舶又ハ運送品ニ付キ亦同シ

前項ノ場合ニ於テ當會社ハ荷送人ヲシテ一切ノ費用及ビ損害ヲ賠償セシムルノ權利ヲ有ス

第七條 金銀、珠玉、貨幣、有價證券、印紙類、美術品、精巧ナル機械、其他ノ高價品ハ其種類及ビ價格ヲ明告スルニ非サレハ當會社ハ如何ナル事由ニ因リテ生ジタル損害ト雖モ賠償ノ責ニ任セス

第八條 荷送人カ種類、記號、個格、其他本證券記載ノ事項ニ異ナリタル運送品ヲ船積シタルトキハ當會社ハ之ニ因リテ生シタル一切ノ費用及ビ損害ヲ賠償セシムルヘシ

第九條 前三條ノ運送品ニ付テハ當會社ハ船出ノ地及ビ時ニ於ケル同種ノ運送品ノ最高運送賃ヲ請求スルヘシ

第十條 [illegible]

第十一條 [illegible]

第十二條 [illegible]

第十三條 [illegible]

第十四條 [illegible]

第十五條 [illegible]

第十六條 [illegible]

第十七條 [illegible]

第十八條 [illegible]

第十九條 [illegible]

第二十條 [illegible]

明治三十九年七月十二日 酒田 ニ於テ本

券 二 通ヲ作成シ其壹通ニ對シテ運送品ノ

渡ヲ爲シタルトキハ他ノ各通ハ效力ヲ失フベ

(10—11 n)

日本汽船株式會社船荷證券

印紙

日本帝國汽船　東洋丸　八次

記號	荷造種類	個數	運送賃ノ割合
サ 一番	荒銅	百九拾四	
輸出地　酒田	荷送人　古川休彌	價格　參千四百六拾六圓	
前拂運送賃金　——	向拂運送賃金　參拾七圓五拾壹錢	立替金　——	

積船　酒田
陸揚港　深川

輸出地扱人

船長　野村耕平

摘要

右運送品左ニ揭グル條件ヲ以テ船積仕候
證券ト引換ニ　深川　ニ於テ　古川彌平　殿ニ御渡可申上候也

（注意）本船渡ノ分ハ此船荷證券ニ當會社荷捌所ノ檢印ヲ受ケ本船ヘ御持參可被下候事

第一條　運送賃ハ特約アル場合ヲ除ク外船積ノ當時ニ於ケル重量又ハ容積ニ依リチ之ヲ定ム但當會社ニ於テ必要アリト認ムルトキハ引渡ノ際更ニ重量又ハ容積ヲ計リ之ニ依リテ運送賃ヲ變更スルコトアルベシ

第二條　當會社ハ如何ナル場合ニ於テモ既ニ受取リタル運送賃ヲ返還スルコトナシ

第三條　當會社ハ左ノ事由ニ因リテ生シタル運送品ノ滅失、毀損又ハ延着ニ付キ損害ヲ賠償セス

一　天災、其他不可抗力

二　船舶、艀船其他運送ノ爲メニ使用スル者ノ過失又ハ其同盟罷業

三　船舶、艀船又ハ其屬具ニ潛在セル瑕疵

第四條　當會社ハ左ノ損害ニ付キ賠償ノ責ニ任セス

一　鼠害、蟲害及ビ濕氣ノ爲メノ汚損

二　碎子、陶磁器ノ如キ破損シ易キ物ニ生シタル損害

三　自然ノ耗損、汗濡、其他運送品ノ性質ニ因リテ生シタル損害

四　荷造不完全、其他荷送人ノ過失ニ因リテ生シタル損害

第五條　包裝シタル運送品ノ種類、品質、形狀、數量又ハ價格ニ付テハ當會社其實ヲ知ラス

第六條　危險物、危害物、腐敗シ易キ物、其他船舶又ハ他ノ運送品ニ損害ヲ生スル虞アル物ハ其種類及ビ性質ヲ明告スルニ非サレハ當會社ハ發見次第之ヲ陸揚シ又ハ之ヲ船外ニ放棄スルコトアルヘシ船積港又ハ陸揚港ノ法令ニ違犯シテ船積シタル運送品ニ付キ亦同シ

前項ノ場合ニ於テ當會社ハ荷送人ニ對シ一切ノ費用及ビ損害ヲ賠償セシムヘシ

第七條　金銀、珠玉、貨幣、有價證券、印紙類、美術品、精巧ナル機械、其他ノ高價品ハ其種類及ビ價格ヲ明告スルニ非サレハ當會社ハ如何ナル事由ニ因リテ生シタル損害ト雖モ賠償ノ責ニ任セス

第八條　荷送人カ種類、記號、價格、其他本證券記載ノ事項ニ異ナリタル運送品ヲ船積シタルトキハ當會社ハ之ニ因リテ生シタル一切ノ費用及ビ損害ヲ賠償セシムヘシ

第九條　前三條ノ運送品ニ付テハ當會社ハ輸出ノ地及ビ時ニ於ケル同種ノ運送品ノ最高運送賃ヲ請求スヘシ

第十條　當會社ハ便宜出帆ノ日時又ハ航路ヲ變更スルコトアルヘシ此變更ニ因リテ生シタル損害ハ當會社之ヲ賠償セス

第十一條　當會社ハ便宜荷送人又ハ荷受人ノ危險ヲ以テ運送品ヲ他ノ船舶ニ積移シ又ハ一時陸揚若クハ艀舟取ノ上更ニ船積ヲ爲シ運送スルコトアルヘシ

第十二條　甲板ニ積載シタル運送品ハ荷送人又ハ荷受人ノ危險ヲ以テ運送スルモノトス

第十三條　檢疫規則其他法律、命令ノ執行ニ因リテ生スル損害及ビ費用ニ付テハ當會社ニ責任セス

第十四條　當會社ハ本船渡ノ運送品ト雖モ便宜荷受人又ハ荷送人ノ危險及ビ費用ヲ以テ艀舟、庫船、當會社指定ノ倉庫ニ於テ其引渡ヲ爲スコトアルヘシ

第十五條　疫病、水結、封鎖、戰爭等ノ事由ニ因リ陸揚港ニ入港スルコト能ハサルトキハ當會社ハ荷送人又ハ荷受人ノ危險及ビ費用ヲ以テ最モ安全ト認ムル最近港ニ運送品ヲ陸揚スヘシ此場合ニ於テハ當會社ノ責任ハ運送品ノ陸揚ヲ以テ終了スルモノトス

第十六條　當會社ハ本證券ニ定メタル運送賃、立替金、其他荷送人又ハ荷受人ノ負擔スヘキ金額ノ支拂ヲ受ケニ非サレハ運送品ノ引渡ヲ爲サヽルモノトス

第十七條　當會社ニ對シ損害賠償ノ請求ヲナス者ハ荷渡地ニ於ケル當會社ノ支店、出張所又ハ代理店ニ申出テラルヘシ運送品引渡後ニ於テハ當會社ハ如何ナル事由アリト雖モ損害賠償ノ請求ニ應セス

第十八條　運送品ノ滅失又ハ毀損ノ場合ニ於ケル損害賠償ノ額ハ本證券記載ノ價格ニ依リ之ヲ定ムヘシ但本證券記載ノ價格カ輸入ノ地及ビ時ニ於ケル運送品ノ價格ヲ超過スルトキハ其價格ニ依ル

第十九條　荷受人カ運送品ヲ受ケルコトヲ怠リ若クハ之ヲ拒ミタルトキ又ハ荷受人ノ知レサルトキハ當會社ハ荷送人又ハ荷受人ノ危險及ビ費用ヲ以テ運送品ヲ當會社指定ノ倉庫ニ保管シ又ハ供託スルコトアルヘシ此場合ニ於テ運送品ヲ當會社ノ倉庫ニ保管スルトキハ當會社ノ定ムル保管料ヲ申請クヘシ

第二十條　共同海損ハ一千八百九十年「ヨーク、アントワープ、ルール」ニ依ルヘシ

明治三十九年七月十二日　酒田　ニ於テ本證券二通ヲ作成シ其壹通ニ對シテ運送品ノ引渡ヲ爲シタルトキハ他ノ各通ハ效力ヲ失フベシ

日本汽船株式會社
汽船東洋丸船長代理
秋田米作　印

日本瀛船株式會社荷物受取證

印紙

記號荷造種類個 八次東洋丸仕向 サ 一番

二		輸出地扱人	
	荒銅	重量又ハ容積	運送賃ノ割合
	百九拾四	壹萬參千參百九拾五斤	貳拾八錢

輸出地	酒田	荷送人	古川休彌
前拂運送賃金	——	向拂運送賃金	參拾七圓五拾壹錢
		價格	參千四百六拾貳圓
		立替金	——

摘要

右荷物運送方御委託ニ付正ニ受取候也就テハ裏書ニ掲クル條件ヲ以テ運送シ着ノ上ハ此證書引換ニ 深川 ニ於テ 古川彌平 殿へ御渡可申上候也

（注意）此荷物受取證ヲ發行シタル荷物ニ對シテハ船荷證券ハ發行不致候事

明治 三十九 年 七 月 十二 日

日本瀛船株式會社酒田代理店

三下商店 印

第百廿八號表

第一條 運送貨ハ特約アル場合ヲ除ク外荷受ノ當時ニ於ケル重量又ハ容積ニ依リテ之ヲ定ム但當會社ニ於テ必要アリト認ムルトキハ引渡ノ際其重量又ハ容積ヲ計リ之ニ依リテ運送賃ヲ變更スルコトアルヘシ

第二條 當會社ハ如何ナル場合ニ於テモ既ニ受取リタル運送賃ヲ返還スコトナシ

第三條 當會社ハ左ノ事由ニ因リテ生シタル運送品ノ滅失、毀損又ハ延着ニ付キ損害ヲ賠償セス

一 天災、其他不可抗力

二 船員、陸員、其他運送ノ爲メニ使用スル者ノ過失又ハ共同盟約

三 船體、機關又ハ艤具ノ缺陷

第四條 當會社ハ左ノ損害ニ付キ賠償ノ責ニ任セス

一 蟲害、腐害及ヒ戻來ノ爲メノ汚損

二 硝子、陶磁器ノ如キ毀損シ易キ物ニ生シタル損害

三 自然ノ耗損、汗濕、其他運送品ノ性質ニ因リテ生シタル損害

四 荷造不完全、其他荷造人ノ過失ニ因リテ生シタル損害

第五條 包裝シタル運送品ノ種類、品質、形狀、容量又ハ價格ニ付テハ當會社ニ於テ責任ヲ負フヲ爲スヘシ

第六條 危險物、腐敗シ易キ物、其他船舶又ハ他ノ運送品ニ損害ヲ生スル虞アル物ハ其種類及ヒ價格ヲ明告スルニ非サレハ當會社ハ如何ナル事由ニ因リテ生シタル滅失、毀損ニ對シテモ賠償ノ責ニ任セス

前項ノ場合ニ於テ當會社ハ荷送人ヲシテ一切ノ費用及ヒ損害ヲ賠償セシムヘシ

第七條 金銀、珠玉、貴金、有價證券、印紙類、美術品、精巧ナル機械、其他ノ高價品ハ其種類及ヒ價格ヲ明告スルニ非サレハ當會社ハ如何ナル事由ニ因リテ生シタル滅失、毀損又ハ延着ニ付キ損害ヲ賠償セス

第八條 運送品ノ種類、記號、價格、其他ノ事項カ本證ニ記載スル所ト異ナリタル場合ニ於テハ當會社ハ輸出ノ地及ヒ時ニ於ケル同種ノ運送品ノ最高運送賃ヲ請求スヘシ

第九條 前三條ノ運送品ニ付テハ當會社ハ輸出ノ地及ヒ時ニ於ケル同種ノ運送品ノ最高運送賃ヲ請求スヘシ

第十條 當會社ハ便宜出帆ノ日時、航路、ハ船舶ヲ變更スルコトアルヘシ此場合ニ因リテ生シタル損害ヲ賠償セシムヘシ

第十一條 當會社ハ便宜荷送人又ハ荷受人ノ危險ヲ以テ運送品ヲ他ノ船舶ニ積移シ又ハ一時陸揚者クハ艀舟取ノ上更ニ船積ヲ爲シ運送スルコトアルヘシ

第十二條 甲板ニ積載スル運送品ハ荷受人又ハ荷受人ノ危險ヲ以テ運送スルモノトス

第十三條 檢疫規則、其他法律、命令ノ執行ニ因リテ生スル損害及ヒ費用ニ付テハ當會社ハ其引渡ヲ爲スコトアルヘシ

第十四條 當會社ハ本船渡ノ運送品ト雖モ便宜荷送人又ハ荷受人ノ危險及ヒ費用ヲ以テ最モ安全ト認ムル最近港ニ運送品ヲ陸揚スヘシ此場合ニ於テハ當會社ハ荷送人又ハ荷受人ノ負擔ヲ以テ終了スルモノトス

第十五條 疫病、氷結、封鎖、戰爭等ノ事由ニ因リ陸揚港ニ入港スルコト能ハサルトキハ當會社ハ荷送人又ハ荷受人ヲシテ運送品ヲ受取ラサルトキハ當會社ハ荷送人又ハ荷受人ノ危險及ヒ費用ヲ以テ最モ安全ト認ムル場所ニ運送品ヲ陸揚スヘシ此場合ニ於テハ當會社ハ荷送人又ハ荷受人ノ負擔ヲ以テ終了スルモノトス

第十六條 當會社ハ本證ニ定メタル運送賃、立替金、其他荷造人又ハ荷受人ノ負擔スヘキ金額ノ支拂ヲ受クルニ非サレハ運送品ノ引渡ヲ爲サヽルモノトス

第十七條 當會社ニ對シ損害賠償ノ請求ヲ爲ス者ハ荷渡地ニ於ケル當會社ノ支店、出張所又ハ代理店ニ申出テラルヘシ運送品引渡後ニ於テハ當會社ハ如何ナル事由ヲ以テモ損害賠償ノ請求ニ應セス

第十八條 運送品ノ滅失又ハ毀損ノ場合ニ於ケル損害賠償ノ額ハ本證記載ノ價格ニ依リテ之ヲ定ムヘシ但本證記載ノ價格カ輸入ノ地及ヒ時ニ於ケル運送品ノ價格ニ超過スルトキハ其價格ニ依ル

第十九條 荷受人カ運送品ヲ受取ルコトヲ怠リ若クハ之ヲ拒ミタルトキ又ハ荷受人ヲ前項ノ場合ニ於テ當會社指定ノ倉庫ニ保管シ又ハ既ニ保管スルコトアルヘシ

運送品ノ性質現狀等ニ因リ必要ト認ムルトキハ當會社ハ荷送人又ハ荷受人ノ危險及ヒ費用ヲ以テ何時ニテモ運送品ヲ賣却シ其代價ヲ以テ運送賃、保管料ヲ申請クヘシ

第二十條 共同海損ハ一千八百九十年、ヨーク、アントワープ、ルール」ニ依ルヘシ

乙號

印紙

日本汽船株式會社荷物受取證

番

運送品目錄

番號	記號	荷造種類	個數	價格	名稱容積	重量又ハ運送賃ノ割合	前拂向拂	運送賃	荷送人	立替金	摘要

地
人

一人等ノ事項ハ左記目錄ノ通リ
一ル條件ヲ以テ運送シ
ニ於テ
殿

質社

一人ノ危險ヲ以テ運送品ヲ他ノ船舶ニ積替シ又ハ一時
運送スルコトアルヘシ
一人又ハ荷受人ノ危險ヲ以テ運送スルモノトス
一行ニ因リテ生スル損害及ヒ費用ニ付テハ當會社其費
一ヲ便宜荷送人又ハ荷受人ノ危險及ヒ費用ヲ以テ解
一艙ニ於テ其引渡ヲ爲スコトアルヘシ
一由ニ因リ陸揚港ニ入港スルコト能ハサルトキハ當會
一社ヲ以テ最モ安全ト認ムル最近港ニ運送品ヲ陸揚スヘ
一品ノ陸揚ヲ以テ終了スルモノトス
一賃、立替金、其他荷送人又ハ荷受人ノ負擔スヘキ金額
一波ヲ爲スヘキ荷波地ニ於ケル當會社ノ支店、出張所又
一ヲ爲スヘキ荷波地ニ於テハ當會社ノ如何ナル事由アリト雖モ損害賠
一後ニ於テハ當會社ノ如何ナル事由アリト雖モ損害賠
一ニ於ケル損害賠償ノ額ハ本證記載ノ價格ニ依リテ之
一地及ヒ時ニ於ケル運送品ノ價格ニ關セスルトキハ其
一ヲ怠リ若クハ之ヲ拒ミタルトキ又ハ荷受人ヲ確知ス
一又ハ荷受人ノ危險及ヒ費用ヲ以テ之ヲ當會社指定ノ
一ノ倉庫ニ保管スルトキハ當會社ノ定ムル保管料ヲ申
一ムルトキ又ハ陸揚後二箇月ヲ經過スルモ貨受取ラサ
一スヘシ
一ロード、アントアープ、ルール」ニ依ルヘシ

人									
立替金									
摘									
要									

第二十五番　船積川送書

揚地名　深川　　解船場　丸

番號	行印	出印	品名	個數	出荷主	受荷主	摘要
サ一	羽	会	荒鋼	一九四	古川休彌	古川彌平	

川送書三十八枚ノ内

計荷員百九拾四個

右之通差送候條現品ト御引合ノ上御受取可有之候也

明治三十九年七月十日午二時解積入

八次東洋丸御中

日本運船會社

日本運船會社

番

綴込

明治

年　月　日

(裏)

日本運船會社

サ一番　船積指圖書　卅九年七月十二日

揚地名 深川　出荷主 古川休彌　受荷主 古川彌平

荷印	品名	個員	摘要
〆	莨銅	百九拾四	

右物品御改メ御積入之上左方ノ片紙御差戻有之度候也

第八次　東洋丸御中

日本滊船會社

サ一番　積荷受取書　卅九年七月十二日

揚地名 深川　出荷主 古川休彌　受荷主 古川彌平

荷印	品名	個員	摘要
〆	莨銅	百九拾四	

右物品御指圖書ニ照シ正ニ受取積入候也

日本滊船會社御中　第八次東洋丸

東洋九八次　積荷運貨明細目錄　自酒田至深川

明治卅九年七月十二日　日本汽船會社

番號	荷印品名	個數	價元	稱名	數量	割合	現拂向拂	出荷主	受荷主	輸入地問屋又ハ直	摘要
サ一	公 荒銅	一九四	3466	斤	二三、三九二	斤 二八	現拂	古川	古川		
二	(井) 米 四入	二三〇	900	石	一〇〇	石 四三	向拂	古川	藤田		
三	山 〃	二三〇	〃	〃	〃	〃	四三	〃	戸田		
四	甲 〃	七五〇	2700	〃	三〇〇	〃 四六	二三八	中村	中村		
五	◇ 〃	五〇〇	1800	〃	二〇〇	〃 四二	八六	久保	藤山		
六	㊀ 〃 五入	一〇〇	900	石	一〇〇	〃	四三	〃	瀧安		
七	た 〃 四入	七五〇	2700	〃	三〇〇	〃	二二九	正米	〃		小ヌレ
八	公 〃	一〇〇〇	4500	〃	五〇〇	〃	二二五	〃	大井		
九	上 〃	五〇〇	3400	〃	五〇〇	〃	一七二	松田	瀧安		

番號	荷印品名	個數	價元	稱名	數量	割合	現拂向拂	出荷主	受荷主	輸入地問屋又ハ直	摘要
二	れ 〃	二三〇	1700	〃	二〇〇	〃	人六	〃	帶川		
二	※ 米 五入 四入	二〇〇 五〇〇	2550	石	三〇〇	石 四三	一二九	安田	野村		

合計 才	斤	石	貫
一三、三九五		二、三〇〇	
—	—	—	

輕石 個數	元價	上ル 噸數	現拂 洋銀	向拂 通貨
—		四三、四〇		

運賃總計 通貨	洋銀
一、一三二 五一	

No. 100

Date 25th September 1906

Steamer "Shanghai Maru."

For Hongkong.

Messrs Tanaka & Co.

Marks & Nos.	Packages.	Description.
M 1/30	30	Cotton Yarn

Per Picul

„ Foot

No. 100

To the C

Sten

Sir,

Ple

from Mess

the underme

accompanying

Marks & Nos
M 1/30

東洋丸　十一次

積荷運貨明細目錄

自京都 至立江津

明治卅九年九月三十日

日本汽船會社

番號	荷印品名	個數	價元	稱名	數量	割合	現拂	向拂	出荷主	受荷主	輸入地問屋又ハ直	荷掛金	摘要
二	〃	二	260	才	一六	才	〃	一九三	久辻	〃		三〇	
一	圀 木綿	一	20	才	二三	二		一五〇	淺井	安藤		一〇	

計合				個數	元價	噸上數ノ	輕石	拂向	拂現	運賃合計	荷掛金合計
貫	石	斤	才								
			二九 三	三		七		三五三		三五三	三〇

No. 100

Date 25th September 190 6

Steamer "Shanghai Maru."

For Hongkong.

Messrs Tanaka & Co.

Marks & Nos.	Packages.	Description.
M 1/30	30	Cotton Yarn

Per Picul

„ Foot

25th Sept. 190 6

No. 100

To the Commanding Officer

Steamer "Shanghai Maru."

Sir,

Please receive on board for Hongkong,

from Messrs Tanaka & Co.

the undermentioned Goods in good order and condition, and grant accompanying Receipt:—

Marks & Nos.	Packages.	Description.	Weight and Measurement.
M 1/30	30	Cotton Yarn	420

R. Mizutani for Agent.

(16-1) a)

25th Sept. 190 6

No. 100

Received on board the

Steamer "Shanghai Maru."

for Hongkong,

from Messrs Tanaka & Co.

the undermentioned Goods in good order and condition:—

Marks & Nos.	Packages.	Description.	Weight and Measurement.
M 1/30	30	Cotton Yarn	420

This Receipt is given subject to the Conditions on the Company's B/L

In all Thirty Packages.

Y. Isono Chief Officer.

The number of Packages to be filled in writing.
Remarks as Condition to be clear and detailed.

Shippers are requested to note particularly the terms and conditions of this bill of lading with reference to the validity of their insurance upon their goods.

Shippers are earnestly cautioned against any breach of condition 6 of this bill of lading, as they will be held responsible for all consequential loss or damage.

From **Kobe** *to* **Hongkong**

To be transhipped at _____

General Steamship Company.

券提請給文英　結附=送運上海

(16-17 b)

Shipped in good order and condition by *Tanaka & Co.* on board the GENERAL STEAMSHIP COMPANY'S STEAMSHIP *"Shanghai Maru."*, whereof _____ is commander for the present voyage, now lying in the port of *Kobe* and bound for *Hongkong* with liberty to discharge and receive goods and passengers and to take in coal and other necessary supplies at any intermediate port or ports, to sail with or without pilots, and to tow and assist vessels in all situations of distress:—

(30) Thirty Packages Cotton Yarn

discharge on arrival.

Shippers are earnestly cautioned against any breach of condition 6 of this bill of lading, as they will be held responsible for all consequential loss or damage.

From **Kobe** *to* **Hongkong**

To be transhipped at _____

General Steamship Company.

Marks & Numbers.	Packages.	Weight.	Measurement.	Rate.	Freight.
M 1/30	30		42/	90c	27—

$ 27—

Amount paid in advance $ _____

Amount payable at destination $ 27—

Agent.

Should the port be inaccessible on account of ice, steamer to have the liberty to discharge on the ice or at the nearest place or port at shippers', owners', and or consignees' risk and expense.

Shipped in good order and condition by **Tanaka & Co.** on board the GENERAL STEAMSHIP COMPANY'S STEAMSHIP **"Shanghai Maru."**, whereof _____ is commander for the present voyage, now lying in the port of **Kobe** and bound for **Hongkong** with liberty to discharge and receive goods and passengers and to take in coal and other necessary supplies at any intermediate port or ports, to sail with or without pilots, and to tow and assist vessels in all situations of distress:—

(30) Thirty Packages Cotton Yarn

being marked and numbered as per margin, and to be delivered in the like good order and condition, subject to the exception and conditions hereinafter mentioned and contained, at the aforesaid port of **Hongkong** or so near thereto as the ship may safely get, unto **order** or his or their assigns. Freight for the said goods to be paid by the shippers in advance on delivery of the bill of lading in cash without deduction, or at destination as may be agreed upon and declared in the margin hereof. The freight to be considered as earned Ship or Goods lost or not lost at any stage of the entire transit. In witness whereof the commander or agent of the said ship has signed _____ bills of lading all of this tenor and date one of which being accomplished the others to stand void.

The following are the conditions and exceptions hereinbefore referred to:—

1.—Weight, quantity, quality and value unknown.

2.—The act of God; enemies; pirates; robbers or thieves by land or sea; rising or mutiny among passengers; restraints of princes, rulers or people; delay, detention or unavoidable deviation arising out of or consequent upon the employment of the vessel in the mail or any special service of the Imperial Government of Japan; vermin; rain; spray; insufficient packing; injury by dust from coaling on the voyage; inaccuracies, obliteration or absence of marks and numbers, address, and description of goods shipped; reasonable wear and tear of packages; leakage; breakage; rust; decay; climatic effect; injury caused by other cargo in contact or otherwise; restraints and consequences of quarantine; loss or damage from machinery, boilers or steam however caused; or from collision, stranding or wreck, however caused; or from explosion, heat, or fire on board, however caused, or on craft, in hulk, or on shore, however caused; or fume evaporation or smell from other goods; jettison; barratry; misfeasance; error in judgment, negligence or default of pilot, master, mariners, engineers, or other persons in the service of the ship, whether in navigating the ship or otherwise; risk of craft or hulk or transhipment; and all and every the dangers and accidents of the seas, land and rivers, and of navigation of whatsoever nature and kind.

3.—In case of quarantine, the goods may be discharged into quarantine depot, hulk or other vessel as required for the ship's despatch; or should this be impracticable the master may proceed on his voyage and land the goods at the nearest safe port, in his opinion, at the risk and expense of the owners of the goods. Quarantine expenses of whatever nature or kind to be borne by the owners of the goods. The ship's responsibility shall cease when the goods are so discharged under quarantine or landed at another port.

4.—All fine and expenses, and losses by detention of ship or cargo, caused by incorrect marking or by incomplete or incorrect description of contents or weights or other particulars required by the authorities at the port of discharge upon either the packages or the bill of lading, shall be borne by the owners of the goods.

5.—The Company will not be accountable for gold, silver, bullion, specie, jewellery, precious stones or precious metals for any amount whatever; or beyond the proportionate amount of three hundred dollars for any one package of any other goods; unless the bills of lading are signed for such goods with the value declared thereon.

6.—If any goods of an explosive, damaging, or dangerous nature are shipped without being previously declared and arranged for, they are liable, upon discovery, to be thrown overboard; and the loss will fall upon the shippers or owners of such goods, who will further be held responsible for all consequential loss or damage.

7.—The Company retains the option of delivery from the ship's side, or from lighters or storeships, or from Custom-house or Warehouse; in all cases at the risk of the shipper or owner of the goods; and all expenses incurred by delivery otherwise than from ship's side, shall be borne by the consignee.

8.—If the consignee is not ready to take delivery of his goods immediately the ship is ready to discharge them, the Company shall be at liberty to land and warehouse or discharge said goods into a storeship at the owner's risk and expense.

9.—In event of any port or ports being interdicted by blockade the master may discharge goods intended for all or any of those ports at the next nearest safe port in his discretion at the risk and expense of the owner of the goods; and upon such discharge the ship's responsibility shall cease.

10.—The Company reserves the right of forwarding the goods to their destination by any other steamer or steamers belonging either to this or any other company or persons; all risk of transhipment, landing, storing and reshipment to be borne by the shipper or owner of the goods, but the expense to be defrayed by the Company. Immediate notice of such transhipment, so far as is practicable, to be given by the master or agent to the shipper or consignee.

11.—In event of any vessel belonging to the Company rendering service to the vessel carrying the goods enumerated in this bill of lading entitling the assisting vessel to salvage reward or remuneration for such service, such reward or remuneration shall be treated in the same manner as if the assisting vessel belonged to other companies or persons.

12.—The Company, the commander of the ship, or the agent shall have a lien upon the goods for payments made or liabilities incurred in respect of any charges or expenditure stipulated herein to be borne by the owners of the goods.

13.—In case any part of the goods herein specified cannot be found during the ship's stay at the port of the goods' destination, the goods are, when found to be sent back by first steamer at the Company's risk and expense, and subject to any proved claim for loss of market.

14.—Any claim for loss, short delivery or damage must be preferred in writing at the port of destination to the Company's agent before taking delivery of the goods.

15.—All admitted claims for loss, short-delivery, or damage shall be adjusted and settled on the money basis of the marketable sound value of similar goods at the port of destination less such freight as would have been payable on delivery of the goods and all other charges which the consignee would have had to bear had the goods themselves arrived; and where such value cannot be readily ascertained, on the proved cost price inclusive of all charges actually paid thereon.

16.—All claims of the nature of general average shall be construed, adjusted, and settled in conformity with the system commonly known as the York-Antwerp rules; the Company reserving the right of lien on the cargo for contribution.

17.—Goods carried on deck are carried solely at the owner's risk.

18.—The vessel or vessels are warranted seaworthy only so far as due care in appointment or selection of agents, superintendents, pilots, masters, officers, engineers and crew can secure it; and the Company will not be liable for loss, detention or damage arising directly or indirectly from latent defects in boilers, machinery, or any part of the vessel, although existing at the time of shipment, provided all reasonable measures have been taken to secure efficiency.

19.—Finally, every difference that may arise between the parties to this bill of lading touching the construction of all or any of its clauses, or as to the rights and liabilities of either party thereunder, or in anywise relating thereto or in respect of the exercise of any lien on the goods by the Company, or any claim in the nature of general average or special charges, or other matter directly or indirectly connected with or arising out of the contract of affreightment embodied, or intended to be embodied, in this bill of lading, shall be referred to arbitration either to the judge or assistant judge of the British court in Yokohama for his sole award, order and final determination thereon, or, if he should refuse, or be unable or unwilling to act then to two arbitrators, one to be named by each party; and in case of their disagreement to an umpire, (who shall, whenever practicable, be a barrister-at-law practising in the place where the arbitration takes place), to be chosen by the arbitrators previously to entering upon the consideration of the matters referred to them; and in case either of the parties shall neglect to name an arbitrator for the space of seven days next after a notice in writing so to do shall have been given to him by the other party, or shall name an arbitrator who shall refuse to act, then the arbitrator named by the other party may make a final decision alone. And any award hereunder shall have the same effect between the parties as a final judgment of a court of competent jurisdiction, and may be similarly enforced.

Dated at **Kobe** the **27th** day **September** 190**6**.

Exception and Conditions Accepted.

(*Sign*) **B. Mizutani.**

Tanaka & Co. Shipper.

Agents.

MK 1/10 10 Bales.

11/20 10 cases.

20 packages.

Tons feet 279

at 35/ & 5% per 40 c.f.

Total amount of Fr. £ 12—16—4

Freight payment in London

in approved Bill of London at 60 d/.

EASTERN TRADE BILL OF LANDING, via SUEZ CANAL.

Shipped in good order and condition, by Bennett Bros. on board the Steam Ship "Strathmore" whereof is master for this present voyage lying in the port of London, and bound for Yokohama via the SUEZ CANAL, with liberty, to discharge and receive goods and passengers at intermediate port or ports and to take in coal or other neccessary supplies and for any other purpose at any intermediate port or ports, to sail with or without pilots, and to tow and assist vessels in all situations of distress.

(20) Twenty Packages Linings.

being marked and numbered as per margin; and to be delivered, subject to the exceptions and conditions hereinafter mentioned, in the like good order and condition from the ship's tackles (whether the ship's responsibility shall cease, (at the aforesaid Port of Yokohama or so near thereto as she may safely get, unto order

or to his or their assigns. Freight for the said Goods and primage (if any) to be paid in London as per margin. Average as accustomed.

The following are the exceptions and conditions above referred to:—

Weight, measure, quality, contents and value unknown.

The Act of God; the Queen's enemies; pirates; robbers by land or sea; restraint of princes, rulers or people; loss or damage from machinery, boilers or steam, or from explosion, heat or fire on board, in hulk or craft, or on shore; jettison; barratry; any act, neglect, or default whatsoever, of Pilots Master or Crew in the management or navigation of the ship; and all and every the dangers and accidents of the seas, rivers and canals and of navigation of whatever nature or kind are excepted.

The ship is not liable for insufficient packing, or reasonable wear and tear of packages; for inaccurancies, obliteration or absence of marks, numbers, address or description of goods shipped; leakage; breakage; loss or damage by dust from coaling on the voyage; sweat; rust; decay. Fines and expenses, and losses by detention of ship or cargo, caused by incorrect marking or by incomplete or incorrect packages or bills of lading, shall be borne by the owners of the goods.

The Steamer while detained at any port for the purpose of coaling, is at liberty to discharge and receive goods and passengers.

The Owners of this Steamer will not be accountable for Gold, Silver, Bullion Specie, Jewelry, Precious Stones or Precious Metals, or beyond the amount of One hundred Pounds for any one package, unless the Bills of Lading are signed for such goods, and the value declared therein.

If Medical fluids, or any other goods of an inflammable, damaging or dangerous nature are shipped without being previously declared and arranged for, they are liable, upon discovery, to be thrown overboard and the loss will fall upon the Shippers or owners of such fluids or goods.

The goods are to be discharged from the ship as soon as public intimation is given that she is ready to unload, and if not thereupon removed without delay by the consignee, the master or agent is to be at liberty to land the same, or, if necessary to discharge into hulk, lazaretto, or hired lighters at the risk and expense of the owners of the goods.

In case of a quarantine, the goods may be discharged into quarantine depot, hulk, or other vessels, as required for the ship's despatch. Quarantine expenses upon the goods, of whatever nature of kind, shall be borne by the owners of the goods.

In case of the blockade or interdict of the port of discharge, or if the entering of or discharging in the port shall be considered by the master unsafe by reason of war or disturbances, the master may land the goods at the nearest safe and convenient port, at the expenses and risk of the owners of the goods; and the ship's responsibility shall cease when the goods are so discharged into proper and safe keeping, the master giving immediate notice of the same to the consignees of the goods, so far as they can be ascertained.

The master or agent shall have a lien on the goods for payments made or liabilities incurred in respect of any charges stipulated herein to be borne by the owners of the goods.

In case any part of the within goods cannot be found during the Ship's stay at the port of destination, they are when found to be sent back by first Steamer at the ship's risk and expense, and subject to any proved claim for loss of market.

The ship shall not be liable for incorrect delivery unless each package shall have been distinctly marked by the shippers before shipment with the name of the port of destination.

In Witness whereof the master or agent of the said ship has signed Three Bills of Lading exclusive of the Master's copy all of this tenor and date, one of which being accomplished, the others to stand void.

Dated at London, 23rd September, 1906.

(sign) *SHAW ADAMS & CO.*

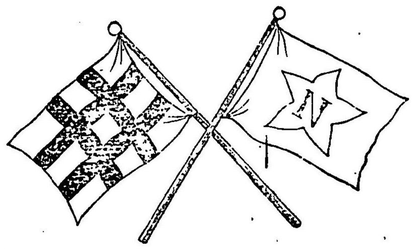
Agents.

海上運送＝附録　英文通船荷證券

Yokohama To *New York*

OVERLAND.

GENERAL STEAM NAVIGATION COMPANY.



IN CONNECTION WITH

THE GREAT NORTHERN RAILWAY COMPANY.

(all Rail or via Northern Steamship Company.)

AND

Connection Railway Companies.

*Valued at $*_____

Freight (as per classified rates), viz.:

lbs 60556 @ c 60. *$ 363,34*

Positively No Goods delivered on this Bill of Lading and endorsed and surrendered. by Consignee.
"Two Copies of this Bill of Lading, *duly endorsed*, must be sent to Consignees, to effect Customs House entry and delivery of the goods." Weight subject to correction.

Shipped in apparent go d order and condition by *American Trading Coy.* on board the GENERAL STEAM NAVIGATION COMPANY'S (hereinafter called the said "Steamship Company") STEAMSHIP *"Glenturret"*

whereof _____ is commander for this present voyage or whoever may be placed in command now lying in the port of *Yokohama* and bound for *Seattle*

marked: A.T. / YOKOHAMA 1/595 *(595) Five hundred & Ninety Five P'kges, Green Tea.*

To be carried upon said steamer to the port of Seattle, and there in like apparent good order and condition to be delivered unto the Great Northern Railway Company, and thence with like privileges and exceptions transported by said Great Northern Railway Company and Connecting Railway and Steamship Companies (including Northern Steamship Company) to *New York* and there in like apparent good order and condition to be delivered unto *order* or his or their assigns.

FREIGHT FOR THE SAID GOODS TO BE PAID IN AMERICAN GOLD COIN or its equivalent, at rates as per margin. The Several Freights and Primages to be considered as earned Steamer or Goods lost or not lost at any stage of the entire transit. The carriage and delivery of the said goods are declared and agreed to be subject to the conditions and exceptions hereinafter mentioned and contained.

The following are the conditions and exceptions hereinbefore referred to:—

1.—Weight, contents, quantity, quality and value except for freight purposes unknown.

2.—In case the whole or any part of the articles specified herein is prevented by any cause from going in the first steamship, leaving after the such arrival of such articles at the said port, the carrier is only bound to forward them by succeeding steamships employed in this line, by other steamships if deemed necessary by the said carrier.

3.—The acts of God; enemies; pirates, privateers, letters of marque or reprisal; robbers or thieves by seas, lands, rivers, lakes or canals, unlawful acts of any gathering or assembly of people; rising or mutiny among passengers; strikes and stoppage of labour afloat or ashore at home or abroad; restraints of princes, rulers or people; delay, detention or unavoidable deviation arising out of or consequent upon the employment of any vessel in the mail or any special service of the Imperial Government of Japan; vermin; rain; spray; insufficient packing; injury by dust from coaling; inaccuracies, obliteration or absence of marks and numbers, address or description of goods shipped; reasonable wear and tear of packages; leakage; breakage; rust; decay; climatic effects; injury caused by other cargo in contact or otherwise when properly stowed; restraints and consequences of quarantine; loss or damage from machinery, boilers or steam, however caused; or from collision, stranding or wreck however caused; or from explosion, heat or fire on board, however caused; or on craft in bulk, or on shore, however caused; or from evaporation or smell from other goods when properly stowed; Jettison; barratry; misfeasance; error in judgment, negligence or default of pilot, master, mariners, engineers or other persons in the service of the steamship or railway companies whether in navigating or otherwise; risk of craft or bulk or transhipment; and all and every the dangers and accidents of the seas, lands, rivers, lakes, canals and of navigation generally of whatsoever nature or kind.

4.—The said Steamship Company reserves for its steamer upon the voyage specified in this bill of lading liberty to deviate for any purpose, to call, touch and stay at and intermediate port or ports whether in or out of the customary route of the voyage and there to discharge and receive goods and passengers and to take in coal and other necessary supplies, to sail with or without pilots, to be towed, and to tow and assist vessels in all situations of distress.

5.—In case the steamship shall be prevented, restrained or delayed in any way by quarantine regulations from delivering their cargoes at port of destination, all charges for storage, cooperage, drayage, insurance, labour and extra compensation for freight in consequence thereof shall be at the expense and risk of the owner or owners of the above named goods; or should the steamship be prevented from landing the above named goods at the port of destination same may be landed at the nearest available port, the master or agent communicating as soon as practicable with shippers or consignees. The ship's responsibility shall cease when the goods are so discharged under quarantine or landed at another port.

6.—All fines and expenses, and losses by detent on of ship or cargo caused by incorrect marking or by incomplete or incorrect description of contents or weights or other particulars required by the authorities at any stage of the transit shall be borne by the owners of the goods.

7.—The said Steamship Company and Connecting Railway and Steamship Companies will not be accountable for gold, silver, bullion, specie, documents, jewelry, precious stones or precious metals, pictures, embroideries, perfumeries, works of art, silks, furs, china, porcelain, watches or clocks for any amount whatever or beyond the proportionate amount of one hundred dollars for any one package of any other goods, unless the bills of lading are signed for such goods with the value declared therein.

8.—If any goods of an explosive, inflammable, damaging or dangerous nature are shipped without being previously declared and arranged for, they are liable upon discovery, to be thrown overboard or otherwise destroyed; and the loss will fall upon the shippers or owners of such goods who will furthermore be held responsible for all consequential loss, damage or expenses incurred in connection therewith.

9.—In the event of any port or ports being interdicted by blockade or if the entering or discharging in such port or ports should be considered unsafe by reason of war or disturbances the master may discharge goods intended for all or any of those ports at the nearest safe and available port in his discretion at the risk and expense of the owner of the goods and the ship's responsibility shall cease when the goods were so discharged into proper and safe keeping, the master having to give immediate notice of same to the consignees of the goods in so far as they could be ascertained.

10.—The said Steamship Company reserves the right of forwarding the goods to their destination by any other steamer or steamers belonging to them or to any other Company or persons; all risk of transshipment landing, storing and reshipment to be borne by the shipper or owner of the goods but the expense to be defrayed by the said Steamship Company.

11.—In the event of any vessel belonging to the Steamship Company rendering services to the vessel carrying the goods enumerated in this bill of lading and filing the said vessel to salvage reward or other remuneration for such service, such reward or remuneration shall be treated in the same manner as if the assisting vessel belonged to other Companies or persons.

12.—The said Steamship Company and Connecting Railway and Steamship Companies shall have a lien upon the goods for payments made or liabilities incurred in respect thereof stipulated herein, or arising out of this contract, to be borne by the owners of the goods.

13.—Any claim for loss, short delivery or damage must be presented in writing at the place of destination at the office of the delivering Company within thirty-six hours after delivery thereof at said place of destination; in the event of any such claim not being preferred at the place and within the time specified the claim shall be deemed to be waived and the said Steamship Company and Connecting Railway and Steamship Companies shall be discharged therefrom.

14.—In all cases of loss of any portion or the whole of said goods or merchandise, the amount of claim shall be restricted to the cash value of such goods or merchandise at the original point of shipment, at the time of shipment, and that all claims for either partial or total loss or damage shall be ascertained and adjusted upon this basis or value.

15.—In the event of loss of or damage to the goods named in this bill of lading for which the said Steamship Company may be responsible to the shipper or consignee in the first instance, it is agreed that such Company may have the proportionate benefit of any policy of insurance existing on the said goods; and this condition shall be an obligation to assign the said policy accordingly.

16.—All claims of the nature of general average arising on the voyage shall be construed, adjusted and settled in conformity with the York-Antwerp rules for the time being.

17.—Goods carried on deck are carried solely at the shipper's risk.

18.—On the occurrence of any of the perils or contingencies herein excepted the said Steamship Company may, at their option, forward the goods to the place of destination by other conveyances either by land or by water belonging either to itself or to other companies or persons; and they shall be entitled to extra compensation for such services by whomsoever performed.

19.—~~The goods shall be received by the consignee and removed from the station during business hours on the day of their arrival at the place of destination hereinafter named or said goods may~~ immediately be discharged or stored at the expense and risk of the owner, shipper, or consignee, such discharge being considered as delivery and absolving the said Steamship Company from all claim or liability of every description; and in the event of their destruction or damage, from any cause while the goods are so stored no liability of any kind therefore shall attach to any of the carrying companies.

20.—Should the Great Northern Railway Company deem it expedient to forward goods shipped under this Bill of Lading by the Northern Steamship Company from West superior Wisconsin or Duluth which are thereby reserve the privilege of so doing the Great Northern Railway Company assuming the water risk on the Great Lakes.

21.—Neither the Great Northern nor any connecting Railway or Steamship Company will be responsible for damages arising from the effects of heat or cold, nor for loss of or damage to goods arising from providential causes, or by fire from any causes whatever while in transit or at stations, or for loss of any property caused by bad or insufficient baling, cooperage or packing.

22.—A delivery at the port of Seattle alongside steamer of the goods enumerated in this bill of lading according to the terms thereof to the Great Northern Railway Company shall absolve the said Steamship Company from all claim or liability of every description, and in like manner a delivery of the said goods by any of the connecting Railway or Steamship Company to the next connecting Railway shall absolve said delivering Railway or Steamship Company from all claim or liability of every description.

23.—The liability of each Steamship or Railway Company for any alleged loss or damage to any goods shall be confined to its own route; and no Steamship or Railway Company shall be liable jointly or to any extent for any loss or damage accruing upon the route of any other connecting carriers.

24.—Fish, fruits, vegetables, and all perishable goods and glass, crockery, or articles contained in glass or crockery, or castings, or any articles whatever of a fragile nature are taken only at the risk of the shipper, owner, or consignee.

25.—And it is further stipulated and agreed, that vessels are warranted seaworthy only in so far as due care in the appointment or selection of agents, superintendents, pilots, masters, officers, engineers, and crew can secure it; and the said Steamship Company or Connecting Steamship Companies will not be liable for loss, detention or damage arising directly or indirectly from latent defects in hullers, machinery or any part of the vessel, although existing at the time of shipment, provided all reasonable measures have been taken to secure efficiency.

26.—The property covered by this bill of lading is subject to all conditions expressed in the approved forms of bill of lading in use by the said Steamship Company at time of shipment and to all local rules and regulations of different railway steamship companies prevailing at the place of destination or en route not expressly provided for by the clauses herein.

27.—This bill of lading is subject to all the terms and provisions of and all the exemptions from liability contained in the act of Congress of the United States, relating to navigation &c., approved on the 13th day of February 1893.

28.—In accepting this bill of lading the shipper, owner and consignee of the goods and the holder of the bill of lading agree with the said Steamship Company and connecting Railway and Steamship

It is expressly stipulated and agreed that in no event is the said GENERAL STEAM NAVIGATION C
Company is hereby expressly granted the right on of delivering the merchandise represented by t
upon the arrival of the steamer at the port of discharge of said merchandise without notice to and at the
loss or damage hereunder, whether arising from fire or from any other cause

Positively No Goods deliv
"Two Copies of this
Customs House

Connection Railway Companies.

*Valued at $*_____

Freight (as per classified rates), viz.:

lbs 60556 @ c. 60. $ *363,34*

U. S. Gold. $ *363,34*

Received Payment.

17.—Goods carried on deck are carried solely at the shipper's risk.

18.—On the occurrence of any of the perils or contingencies herein excepted the said Steamship Company may, at their option, forward the goods to the place of destination by other conveyances either by land or by water belonging either to itself or to other companies or persons; and they shall be entitled to extra compensation for such services by whomsoever performed.

19.—The goods shall be received by the consignee and removed from the station during business hours on the day of their arrival at the place of destination hereinbefore named or said goods may immediately be discharged or stored at the expense and risk of the owner, shipper or consignee, such discharge being considered as delivery and absolving the said Steamship Company from all claim or liability of every description; and in the event of their destruction or damage, from any cause while the goods are so stored no liability of any kind therefore shall attach to any of the carrying companies.

20.—Should the Great Northern Railway Company deem it expedient to forward goods shipped under this Bill of Lading by the Northern Steamship Company from West superior Wisconsin or Duluth Michigan they reserve the privilege of so doing the Great Northern Railway Company assuming the water risk on the Great Lakes.

21.—Neither the Great Northern nor any connecting Railway or Steamship Company will be responsible for damages arising from the effects of heat or cold, nor for loss of or damage to goods arising from providential causes, or by fire from any causes whatever while in transit or at stations, or for loss of any property caused by bad or insufficient baling, cooperage or packing.

22.—A delivery at the port of Seattle alongside steamer of the goods enumerated in this bill of lading according to the terms thereof to the Great Northern Railway Company shall absolve the said Steamship Company from all claim or liability of every description, and in like manner a delivery of the said goods by any of the connecting Railway or Steamship Company to the next connecting Railway or Steamer shall absolve said delivering Railway or Steamship Company from all claim or liability of every description.

23.—The liability of each Steamship or Railway Company for any alleged loss or damage to any goods shall be confined to its own route; and no Steamship or Railway Company shall be liable jointly or to any extent for any loss or damage accruing upon the route of any other connecting carriers.

24.—Fish, fruits, vegetables, and all perishable goods and glass, crockery, or articles contained in glass or crockery, or castings, or any articles whatever of a fragile nature are taken only at the risk of the shipper, owner, or consignee.

25.—And it is further stipulated and agreed, that vessels are warranted seaworthy only in so far as due care in the appointment or selection of agents, superintendents, pilots, masters, officers, engineers, and crew can secure it; and the said Steamship Company or Connecting Steamship Companies will not be liable for loss, detention or damage arising directly or indirectly from latent defects in boilers, machinery, or any part of the vessel, although existing at the time of shipment, provided all reasonable measures have been taken to secure efficiency.

26.—The property covered by this bill of lading is subject to all conditions expressed in the approved forms of bill of lading in use by the said Steamship Company at time of shipment and to all local rules and regulations of different railway steam-ship companies prevailing at the place of destination or en route not expressly provided for by the clauses herein.

27.—This bill of lading is subject to all the terms and provisions of and all the exemptions from liability contained in the act of Congress of the United States, relating to navigation &c., approved on the 13th day of February 1893.

28.—In accepting this bill of lading the shipper, owner and consignee of the goods and the holder of the bill of lading agree with the said Steamship Company and connecting Railway and Steamship Companies to be bound by all of its stipulations, exceptions conditions whether written or printed as fully as if, they were all signed by such shipper, owner, consignee or holder.

29.—The said Goods or Merchandise are shipped and received upon the condition of the stipulations and provisions herein before contained the undersigned undertaking on behalf of the several parties hereto to the extent only of the liabilities herein stated to be assumed by each of them respectively.

In Witness Whereof, The Agent signing on behalf of the said **Steamship Company** and of the said **Great Northern Railway** and other connecting Railway and Steamship Companies severally and not jointly hath affirmed to *four* **Bill of Lading,** including Captain's copy, all of this tenor and date, one whereof being accomplished the others to stand void.

DATED at *Yokohama* *this* *second* *day of* *October* 190*6*

FOR GENERAL STEAM NAVIGATION COMPANY.

Acting for itself and as Agents of Connecting Railway and Steamship Companies Severally but not jointly.

Thomas Ronaldson & Coy.

GENERAL STEAMSHIP COMPANY.

This Bill of Lading is issued at an *ad valorem* freight, whereby the Company take risks upon themselves.

AMOUNT INSURED,
FREE OF PARTICULAR AVERAGE.

E. 40,000,—

Payable in Shanghai

in case of loss.

S/O. No. 660

HCS 555 1/100 151/200

該貨水腳共計七百留十

油酒生姜鮮貨磁器窯貨玻璃料器
花草樹木等件報裝本行輪船如有
走漏腐爛破碎折斷乾壕概不賠償

Shipped in apparent good order and condition, *Ken Wash & Co.* in and upon the GENERAL STEAMSHIP COMPANY'S Steamship, called the *"Astoria"* whereof is Commander for this present voyage, or whoever else may go in Command, and now lying in the port of *Colombo* and bound for *Shanghai* with liberty to receive and deliver Cargo and Passengers at any Ports on the route, and to land Cargo into Godowns or tranship to a Hulk if not taken delivery of on arrival.

(150) *One hundred and fifty Bales.*
Cotton Yarn.

being marked and numbered as in the margin, and to be delivered subject to the exceptions and conditions at foot hereof in the like apparent good order and condition, at the Port of *Shanghai* unto *order* or to his or their Assigns.

Freight for the said Goods at the rate of *R. Fourteen* per Ton of Fifty Cubic Feet / per picul of 133⅓ Pounds avoird: including Premium of Marine Insurance on *E. Forty Thousand* the value declared by the Shippers as per margin to be the value of the said Goods, being paid in *Shanghai"* Steamer lost or not lost. Average payable according to York-Antwerp Rules 1890 and other charges as accustomed. In Witness whereof, the Agents of the said Steamer have affirmed to *three* Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in *Colombo* this *second* day of *September* 190*6*.

MEASUREMENT AND WEIGHT.

Tons 50 *Feet* @ *R. 14* *per Ton*—*R. 700.—*

Piculs „ @ *per Picul.*

„ „ @ „ „

Value „ @ *per cent.*

„ „ @ „ „

Pckgs. @ *per Pckge.*

Chests Opium @ *per Chest.*

R. 7.00.—

Freight payable 24 hours after departure of steamer, steamer lost or not lost, and until Freight has been paid, both the Consignees and the Shippers will be held responsible.

The following are the exceptions and conditions above referred to:—

Weight, Measure, Contents and Value unknown.
The Acts of God, Restraints of Governments, Enemies, Pirates, or Robbers by Sea or Land, Vermin, Barratry, Accidents, Fire at Sea, in port or on shore, Lighterage, Disasters or Dangers of the Seas, Rivers, and Steam Navigation, Accidents from Machinery, Boilers, Steam of whatever kind or nature soever, any act of neglect, or default whatsoever of Master, Mariners or other servants of this Company, or from transhipment or warehousing or from obliterations of marks or numbers, insufficiency of address or from leakage, breakage, insufficiency of package or sweat, or rust or injurious effects of other Goods—all expected.
A wrong description of contents shall release the Company from all responsibility in case of seizure or detention, and the Goods shall be charged double freight, which shall be paid previous to delivery.
The Company will not receive on board of their vessels any Goods of dangerous or damaging nature. If any such Goods be shipped without notice the shippers will not only be liable to the penalty imposed by statute but also for all damages sustained in consequence of such shipment.
The Company shall have the option of making delivery of Goods either from Ship's side or from Lighters or a Store-ship or Wharf or Warehouse at Shipper's risk.
It is expressly understood that the Company is not accountable for loss or damage from effects of climate or decay, and that the Company will not become liable for any value exceeding ($100.00) One Hundred Mexican Dollars, upon each of the above-named packages, unless other valuation is declared and so expressed in this Bill of Lading at the time of shipment, and Freight paid in proportion to the measurement and Valuation.
All Goods must be distinctly marked with the marks and numbers to correspond with the Bill of Lading, otherwise the Company will not be responsible for detention or misdelivery.
All kinds of Oil and other Goods carried on deck are carried solely at the Shipper's risk.
All claims that may arise in respect of Goods shipped by the Company's Steamers must be made at the port of delivery.
The company will in no case be responsible for a greater sum than that declared in the margin by the shippers to be the value of the Goods on which freight has been paid, which as between the Shippers and the Company is by agreement to be considered the true value of the Goods as in Marine Insurance.
Subject to the above conditions and exception the Company will settle all losses upon abatement of (2%) *Two per Cent.*, and no more, at the expiration of three Months after the claim is made, but before payment the claimant is to furnish if required such proof of value, as is usually demanded by the local Insurance Offices before setting claims and all average losses and like matters claimed are to be adjusted according to established practices here in such cases.

GENERAL STEAMSHIP COMPANY.
ANDERSON & Co.
Agents.

This Bill of Lading is issued at an *ad valorem* freight, whereby the Company take risks upon themselves.

GENERAL STEAMSHIP COMPANY.

Shipped in apparent good order and condition, *Ken Wash & Co.* in and upon the GENERAL STEAMSHIP COMPANY'S Steamship, called the *"Astoria"* whereof is Commander for this present voyage, or whoever else may go in Command, and now lying in the port of *Colombo* and bound for *Shanghai* with liberty to receive and deliver Cargo and Passengers at any Ports on the route, and to land Cargo into Godowns or tranship to a Hulk if not taken delivery of on arrival.

(150) *One hundred and fifty Bales.*
Cotton Yarn.

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Weight, Measure, Contents and Value unknown.
The Acts of God, Restraints of Governments, Enemies, Pirates, or Robbers by Sea or Land, Vermin, Barratry, Accidents, Fire at Sea, in port or on shore, Lighterage, Disasters or Dangers of the Seas, Rivers, and Steam Navigation, Accidents from Machinery, Boilers, Steam of whatever kind or nature soever, any act of neglect, or default whatsoever of Master, Mariners or other servants of this Company, or from transhipment or warehousing or from obliterations of marks or numbers, insufficiency of address or from leakage, breakage, insufficiency of package or sweat, or rust or injurious effects of other Goods—all expected.
A wrong description of contents shall release the Company from all responsibility in case of seizure or detention, and the Goods shall be charged double freight, which shall be paid previous to delivery.
The Company will not receive on board of their vessels any Goods of dangerous or damaging nature. If any such Goods be shipped without notice the shippers will not only be liable to the penalty imposed by statute but also for all damages sustained in consequence of such shipment.
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The company will in no case be responsible for a greater sum than that declared in the margin by the shippers to be the value of the Goods on which freight has been paid, which as between the Shippers and the Company is by agreement to be considered the true value of the Goods as in Marine Insurance.
Subject to the above conditions and exception the Company will settle all losses upon abatement of (2%) *Two per Cent.*, and no more, at the expiration of three Months after the claim is made, but before payment the claimant is to furnish if required such proof of value, as is usually demanded by the local Insurance Offices before setting claims and all average losses and like matters claimed are to be adjusted according to established practices here in such cases.

GENERAL STEAMSHIP COMPANY.
ANDERSON & Co.
Agents.

AMOUNT INSURED,
FREE OF PARTICULAR AVERAGE.
R. 40,000,—

Payable in *Shanghai*
in case of loss.

S/O. No. *660*

HCS 555 *1/100* *151/200*

該貨水脚共計 七百留十

油酒生姜鮮貨磁器窯貨玻璃料器
花草樹木等件報裝本行輪船如有
走漏腐爛破碎折斷乾燥概不賠償

MEASUREMENT AND WEIGHT.

Tons *50* *Feet* @ *R. 14* *per Ton*—*R. 700.—*

Piculs ,, @ *per Picul.*

,, ,, @ ,, ,,

Value ,, @ *per cent.*

,, ,, @ ,, ,,

Pckgs. @ *per Pckge.*

Chests Opium @ *per Chest.*

R. 7.00.—

Freight payable 24 hours after departure of steamer, steamer lost or not lost, and until Freight has been paid, both the Consignees and the Shippers will be held responsible.

No. 1

Hongkong, 29th March 1906.

S. S. "Hirano Maru" Voy 3 ont

Marks:

The Manager,
Nichi Yei Kaisha,
Kobe.

No. of Packages, one box

Goods

Samples of Sugar

Value $ 2.—

Shipper Nichi Yei Kaisha

Consignee Do.

Destination Kobe

Rate In full

Freight $ 0.50

Stamp $ 0.10

$ 0.60 paid here

$ Collect

NIPPON KISEN KAISHA.

PARCEL RECEIPT.

NIPPON KISEN KAISHA.

No. 1 Hongkong, 29th March 190 6

S. S. "Hirano Maru" Voy. 3 ont

Received from Messrs. Nichi Yei Kaisha

the following Goods:—

Mark
or
Address:— The Manager,
Nichi Yei Kaisha,
Kobe.

One box said to contain
Samples of Sugar

for Kobe

to be delivered unto addressee

Said to Value $ 2.—

Freight $ 0.50

Stamp $ 0.10

$ 0.60 Paid

$ Collect R.H.

CAPTAIN'S COPY.

☞ Subject to all the conditions of the Company's Bill of Lading.

NIPPON KISEN KAISHA.

印紙

PARCEL RECEIPT.

NIPPON KISEN KAISHA.

No. 1 Hongkong, 29th March 190 6

S. S. "Hirano Maru" Voy. 3 ont

Received from Messrs. Nichi Yei Kaisha

the following Goods:—

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or
Address:— The Manager,
Nichi Yei Kaisha,
Kobe.

One box said to contain.
Samples of Sugar

for Kobe

to be delivered unto addressee

Said to Value $ 2.—

Freight $ 0.50

Stamp $ 0.10

$ 0.60 Paid

$ Collect R.H.

NIPPON KISEN KAISHA,
R. Hojo.
Manager.

☞ Subject to all the conditions of the Company's Bill of Lading.

To the Manager,

Yokohama, 15th Oct. 190*6*.

GENERAL STEAM NAVIGATION COMPANY,

Dear Sir,

In consideration of your granting us clean Bills of Lading No. *521* for the undermentioned cargo, which has been shipped on board S. S. "*Gembu Maru*," at *Yokohama* for *Shanghai*, for which exceptions has been taken on Mates Receipt as follows:

No. of B/L.	Marks & Nos.	Description of Goods.	Nos. of Packages.	Tonnage.	Exceptions taken on M/R.
521	(A) *1/100*	*Cotton Yarn.*	*100*	*35*	*5 Pkges Wet & Loose.*

We, the undersigned, hereby undertake and agree to pay on demand, any claims that may arise on arrival of cargo at destination made by consignee or by the person to whom decuments are endorsed in connection with the abovementioned goods, and to indemnify you against all consequences of your conforming with the foregoing conditions.

Yours truly,

ASAKAWA & Co.

17 貨ヲ返券證荷船件被無 錨附ニ沒置上港

Manifest of the GENERAL STEAMSHIP Co's. S. S.
bound to *Hongkong*

Marks and Numbers.	No. of B/L.	No. of Packages.	Contents or description.	Shippers.
M 1/30	1	30	*Cotton Yarn*	*Tanaka & Co.*
NE 1/4	2	4	*Antimony*	*Rev. P. Ferge*
A R B 1/20	3	20	*Fire Bricks*	*S. Otani*
SR 501/602	4	102	*Matches*	*John Rice*
AB 131/143	5	13	*Porcelain*	*Y. Shimada*
CG 175/177	6	3	*Straw braid*	*Morf & Co.*
		172		

E. & O. E.

"*Shanghai Maru*" despatched from *Kobe*
via Ports.

Consignees.	Value.	Rate of Freight.	Amount.	Remarks.
Order		*90¢*	*27 –*	
"		*In full*	*2 –*	
"		*15¢*	*2 10*	
Bearer		*55"*	*56 60*	
Fuji & Co.		*60"*	*7 80*	
Order		*7½"*	*5 25*	
			100 75	

Kobe, 27th September 1906.

(sign) ***R. MIZUTANI.***
Manager.

印紙

船舶賃貸借約定書

印 令般雇船主日本滊船株式會社ト船主代安田源兵衛トノ間ニ於テ船舶賃貸借ノ約定ヲ爲スコト左ノ如シ

第壹條　船主ハ左記ノ汽船ヲ一ケ月ノ暦ニ依ル運噸數壹噸ニ付金貳圓五拾錢ノ割合ヲ以テ貸貸スルコトヲ約諾ス

一船　名　高松丸　一船　長　甲種　船井初次郎
一船　質　鐵　一甲板層數　貳層
一最大ノ長　參百貳拾七尺二〇　幅　參拾貳尺六〇　深　貳拾五尺三五
一總噸數　貳千百六拾貳噸二〇　一登簿噸數　千三百四拾噸五七
一公稱馬力　貳百五拾馬力　一平均速力　拾參海里
一石炭積數高　二十四時間ニ付　貳拾噸ヨリ貳拾八噸迄
一「カキンチ」ノ數　參個　一製造年月　千九百年
一積荷高　重量　貳千噸　容積
一乘客定員　上等　拾貳人　中等　下等　參拾八人
一船口數及寸法　四個
一艙門數及寸法　五個

第貳條　本船賃貸借ノ期限ヲ拾箇月間トナス若シ滿期ニ際シ本船航海中ナルトキハ其航海ヲ終ル迄本約定ハ有效タルヘシ但其日數ニ對シ雇船主ヨリ日割勘定ヲ以テ賃借料ヲ支拂フヘシ

第三條　本船ハ約定期限ニ至ルモ雇船主ノ都合ニ依リ十五日前船主ニ通告シ尙參箇月間以內本約定ト同一ノ條件ヲ以テ引續キ之ヲ賃貸借スルコトヲ得ヘシ

第四條　雇船主ハ本船賃借期限中ハ此約定書ノ各條項ニ從ヒ自由ニ本船ヲ使用シ又營業ノ都合ニ依リ他ニ又貸ヲ爲スヲ得ルモノトス

第五條　本船ノ使用區域ハ本邦沿岸、朝鮮、支那沿岸、露領浦潮斯德及「サガレン」島、香港、新嘉坡迄トス此以外ノ外國航路ニ使用セントスルトキハ船主ノ承諾ヲ要ス

第六條　船主ハ本船、貨物、船客搭載ノ適航船ニシテ內外海ノ航海ニ耐ヘ堪カ故障ナキヲ保證シ明治三十九年十月二十日長崎港ニ於テ雇船主ニ本船ノ引渡ヲ爲スヘシ若シ引渡方右日限ヨリ參日間延引スレハ雇船主ハ此約定ヲ取消スコトヲ得但其引渡、前雇船主ノ見分ヲ經サル船客貨物搭載ノ爲メ修繕ヲ要スル箇所アルトキハ船主ハ自分ノ費用ヲ以テ充分ナル修繕ヲ加ヘタル上ニテ之ヲ引渡スヘシ

第七條　本船滿期ノ時ハ雇船主ノ都合ニ依リ神戶撰濱港ノ內ニ於テ之ヲ船主ニ返還スヘシ

第八條　貸借料ハ後拂ニシテ一ケ月分ヲ二回ニ分チ十五日毎ニ東京ニ於テ雇船主ヨリ船主若クハ其代人ヘ支拂フヘシ

第九條　雇船主ハ貨物及船客取扱ノ爲メ特ニ社員又ハ其他ノ者ヲ本船ニ乘組マシムルコトヲ得ヘシ

第十條　貸貸借中本船ニ關シ雇船主ノ負擔ニ屬スヘキ費目左ノ如シ

一本船焚料石炭

一貨物船客ニ關スル一切ノ經費
一出入港稅、噸稅及燈臺料
一雇船主ヨリ乘組マシメタル者ノ給料食料及變態費
一雇船主ノ爲ニ使用スル通船料

第十一條　賃貸借中船主ノ負擔ニ屬スヘキ費目左ノ如シ
一船長以下乘組員其他船主ノ雇入ニ係ル者ノ給料食料等一切ノ經費
一船用品其他本船航運ニ關スル一切ノ經費、但石炭ヲ除ク

第十二條　本船雇入ノ際石炭庫内ニ殘リアル石炭ハ雇船主之ヲ引受ケ又解雇ノ際殘リアル石炭ハ船主之ヲ引受クヘシ但其代價ハ其時ノ相場ヲ以テ之ヲ計算スヘシ

第十三條　本船航海上必要ノ汽罐掃除、船體若クハ汽機、汽罐ノ修繕及乘組員缺乏等都テ本船ノ缺點ニ起因スル碇泊時間貳拾四時以内ハ貸借期限内ニ算入シ其以上ノ碇泊時間ヲ要シタル場合ハ最初ノ時ヨリ船主ノ損失ト爲シ其碇泊日數ニ對スル賃借料ハ之ヲ引去リ計算スルモノトス

第十四條　本船ノ修繕期若シ十日以上ニ及ヒタルトキハ雇船主ノ都合ニ依リ直ニ解雇スルコトヲ得ヘシ但此場合ニ於テ前收シタル賃借料アルトキハ日割勘定ヲ以テ船主ヨリ雇船主ニ返却スヘシ

第十五條　檢疫消毒停船中ノ賃借料ハ其原因船主又ハ船長ノ雇入レタル乘組員ノ發病ニ係ルトキハ船主ノ損失トナシ又雇船主ヨリ乘組マシメタル者若クハ船客ノ發病ニ係ルトキハ雇船主ノ損失ト爲スヘシ

第十六條　賃貸借中本船ノ破損沈沒坐礁衝突火災及ヒ其他ノ海難ニ罹リ又ハ官署ヨリ抑留セラレ航海スル能ハサルトキハ當然此約定ハ解除シタルモノト認ムヘシ此場合ニ於テハ賃借料ハ海難ノ當日ニ止メ若シ前收シタル賃借料アルトキハ日割勘定ヲ以テ船主ヨリ雇船主ニ返却スヘシ

第十七條　船長及乘組員ノ過失懈怠ニ依テハ船主其責ニ任シ雇船主ニ對シ損害辨償ヲ擔保スヘシ又貨物ノ積付及受渡ハ乘組員ニ於テ負擔シ船主船長其責ニ任スルモノトス但雇船主ノ都合ニ依リ特ニ取扱人ヲ乘込マシタルトキハ其責任ニ屬スト雖ヘ𪜈船長ハ十分之ヲ補助スルノ義務アルハ勿論「ウキンチ」等機器ノ取扱及重量品搭載ノ節ハ本船々員ニ於テ之ヲ取扱ヒ其責ニ任スルモノトス

第十八條　船主船長及其他ノ乘組員ハ雇船主ノ承諾ヲ經スシテ一切貨物船客ヲ積入ルヽコトヲ得ス

第十九條　船主船長ハ本船々體汽機汽罐及附屬船具器具並ニ制規ノ海員ハ常ニ完全具備ナラシメ船客ノ安全ヲ保持スルノ責任アルモノトス萬一本船ニ瑕瑾アリ爲メニ積荷ニ損害ヲ與フルトキハ船主其責ニ任スヘシ

第二十條　本船貸借中ハ其進退ニ就テハ總テ雇船主ノ指圖ニ從フモノトス故ニ船長ハ航海者ノ危險ナリト認ムル場所ノ外雇船主ノ指定シタル所ニ向航シ正當ナル理由アルノ外其指定ヲ拒ムヲ得ス又船長ハ本船ニ危險ナラサル限リハ甲板上ニ貨物ヲ搭載スルヲ拒ムヲ得ス

第二十一條　船長以下乘組員ハ船主ノ被傭人ナリト雖ヘ𪜈本船貸借中ハ雇船主及其支店、出張所又ハ代理店ノ指圖ニ從フヘシ

第二十二條　雇船主ニ於テ船長以下乘組員ノ行爲ニ對シ不滿足ノコトアレハ船主ニ其理由ヲ通知シ之ヲ更任セシムルコトヲ得ヘシ

第二十三條　本船貸貸借中雇船主ノ貨任ヲ負フヘキ者ノ過失懈怠ニ因リ本船又ハ本船附屬ノ機械器具等ニ損害ヲ與ヘタル場合ニ於テハ其都度直ニ船主又ハ船長ヨリ雇船主ニ其損害ノ狀況ト見積額トヲ通知シ其正確ナルモノニ限リ雇船主其責ニ任スヘシ

第二十四條　本船ノ航海中ナルト碇泊中ナルトヲ問ハズ當然ナル使用上ヨリ生ジタル本船又ハ本船附屬ノ機械器具等ノ損傷ハ船主ニ於テ一切其費ニ任セサルモノトス

第二十五條　若シ此約定ニ違背シ爲メニ生シタル損害ハ違約者ヨリ之ヲ辨償スヘシ

右ノ條々協議約定スルコト相違無之其證トシテ本證書貳通ヲ作リ各其一通ヲ分有スルモノ也

明治三十九年十月一日

東京市京橋區三十間堀二丁目一番地
日本汽船株式會社
社長　久保義焌　印

神戸市出在家町二百八番邸
滯岡公四郎代理
安田源兵衞　㊞

船主

印紙　㊞

（別種）定期運送契約書

㊞　今般備船者日本汽船株式會社ト船舶所有者日本石油製造株式會社トノ間ニ於テ定期運送ノ契約ヲ爲スコト左ノ如シ

第一條　船舶所有者ハ左記ノ汽船ヲ以テ一ケ月（月ハ暦ニ依ル）金貳圓ノ割合ニテ備船者ニ屬スル運送品又ハ其指定ノ運送品ヲ運送スルコトヲ約諾ス

一船名　快走丸　一船長　甲種　野村又七
一船質　鋼鐵　一甲板層數　貳層
一最大ノ長　參百拾六尺八五　幅　參拾參尺貳五　深　貳拾四尺七
一總噸數　貳千百拾壹噸〇五　一登簿噸數　壹千五百六拾九噸七壹
一公稱馬力　百參拾六馬力　一平均速力　拾參海里
一石炭消費高　二十四時間ニ付　貳拾噸
一揚貨機ノ數　貳　一製造年月　千九百年
一荷積高　重量　壹千六百噸　容積　貳千噸
一旅客定員　上等　拾五人　中等　、下等　貳拾人
一船口及寸法　上甲板　參　正甲板　五

第二條　此契約ニ從ヒ運送スヘキ期間ハ第九條ノ運送品船積ノ準備ヲ終了シタル時ヨリ貳個月間トス若綿期ニ際シ本船航海中ナル時ハ其航海ヲ終ル迄此契約ハ有效タルヘシ但其日數ニ對シテハ備船者ヨリ前條規定ノ割合ニ準シ運送賃ヲ支拂フヘシ

第三條　運送賃ハ一ケ月分ヲ二回ニ分チ十五日毎ニ東京ニ於テ備船者ヨリ船舶所有者若クハ其代人ヘ支拂フヘシ

第四條　船舶航海上必要ノ汽關汽罐掃除船體若クハ汽鑵ノ修繕及船員ノ缺乏等總ヘテ船舶ノ缺點ニ起因スル碇泊時間貳拾四時間以內ハ契約期間內ニ算入シ其以上ノ碇泊時間ヲ要シタル場合ニハ超過セル碇泊日數ニ對スル運送賃ハ第一條規定ノ割合ニ準シ之ヲ控除シテ計算スルモノトス

第五條　檢疫消毒ノ爲メ停船セル時ハ其日數ニ對シテハ船長若クハ船舶所有者又ハ船長ノ雇入レタル海員ノ發病ニ原因セル時ニ限リ第一條規定ノ割合ニ準シ運送賃ヲ控除ス

第六條　此契約ニ基キ運送スヘキ航路區域ハ左ノ如シ

一　日本沿海（但千島列島八重山群島小笠原諸島ヲ除ク）及ハ
一　近海航路　又ハ
一　遠洋航路

第七條　此契約期間中船舶ニ關スル費目中備船者ノ負擔ニ屬スヘキモノ左ノ如シ

一　焚料石炭
一　運送品船積陸揚ノ費用解舟賃、機械使用料、埠頭稅其他運送品及旅客ニ關スル一切ノ經費
一　出入港稅、燈臺稅及浮標使用料

一　備船者ヨリ乘組マシメタル者ノ給料食料及接待費
一　備船者ノ爲メニ使用スル通船料

船舶所有者ノ負擔ニ屬スヘキ費目左ノ如シ

一　船長海員其他船舶所有者ノ使用人ノ給料食料其他一切ノ經費
一　船用品其他運送ニ關スル一切ノ經費但石炭ヲ除ク

第八條　船舶所有者ハ發航ノ當時船舶カ物品旅客運送ノ適航船ニシテ第六條ニ規定セル航路區域內ノ航海ニ堪フルコトヲ擔保ス

第九條　船舶所有者ハ明治三十九年九月五日橫濱港ニ於テ備船者ノ命スル運送品船積ノ準備ヲ爲スヘシ運送期間滿了ノ時ハ備船者ノ都合ニヨリ船長ハ橫濱神戶兩港ノ內ニ於テ航海ヲ終了スヘシ

第十條　船舶所有者船長及其他ノ船員ハ備船者ノ承諾ヲ經スシテ一切運送品並ニ旅客ヲ積入ルヽコトヲ得ス

第十一條　運送契約期間中船舶ノ逃退ニ就キテハ總ヘテ備船者ノ指圖ニ從フモノトレハ船長ハ航海者ノ危險ナリト認ムル場所ノ外備船者ノ指定シタル所ニ通航シ正當ナル理由アルニ非サレハ其指定ヲ拒ムコトヲ得ス

第十二條　船長ハ契約期間中此契約書ノ條項ニ遵ヒ自由ニ船舶ヲ運轉シ又備船者ノ命スル適法ノ運送品ヲ第六條規定ノ航路區域內指定ノ港ノ間ニ運送スヘシ

第十三條　船長ハ備船者ノ呈示スル船荷證券ニ調印スヘシ但船荷證券ニ記載ノ運送賃ノ如何ニ關セス船舶所有者ニ對シテハ當然此契約ノ運送賃ヲ支拂フヘシ

第十四條　船長ハ備船者ノ命令アルニ非サレハ出帆ヲ爲スコトヲ得ス

第十五條　第九條規定ノ運送品船積準備ノ終了セル際石炭庫内ニ殘存スル石炭ハ船舶所有者ノ負擔トシ又運送契約締了ノ際殘存スル石炭ハ傭船者ノ負擔トス但其代價ハ船積準備ノ終了セル時若クハ契約締了ノ時ニ於ケル船舶所在地ノ相場ニ據リ之ヲ計算ス

第十六條　傭船者ノ物品旅客取扱ノ爲メ特ニ自己ノ使用人及其他ノ者ヲ船舶ニ乘組マシムルコトヲ得

第十七條　傭船者ニ於テ船長其他ノ船員ノ行爲ヲ不都合ト認定スル時ハ船舶所有者ニ其理由ヲ通知シ之カ更任ヲ請求スルコトヲ得

第十八條　傭船者又ハ其代人ハ船長又ハ其代人ノ署名セル積荷受取書ヲ受取リシ時ハ之ニ依リ船荷證券ヲ發行シ船長ニ代リテ之ニ署名スルコトヲ得

第十九條　傭船者ノ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內ニ於テハ船舶所有者ハ之ニ對シテ履行ノ責ニ任ス

第二十條　傭船者ハ船舶出帆ノ時間ヲ船長ニ命令スルコトヲ得

第二十一條　傭船者ハ船舶ノ投錨港ニ於テ相當ナル碇泊時間ヲ許可スヘシ

第二十二條　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　又生命財產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

第二十三條　船舶所有者ハ凡同種ノ噸數ニシテ且同等ノ船舶ヲ以テ第一條ノ船舶ニ換フルコトヲ得但此場合ト雖ヘ已ニ此契約ハ依然有效ノモノタルヘシ

第二十四條　船舶所有者ハ左記ノ損失及損害ノ責ニ任セス

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、內亂、强盜、竊盜、君主若クハ人民ノ强留、抑止、一般又ハ同盟罷役、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

水先案內船員其他船舶所有者使用人ノ過失意慢又ハ錯誤ニ出テタル時ト雖ヘ已本船解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內碇泊中ニ起リタル災難ニヨリ生スル損害

受熱、減量、腐敗、汚穢、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、誤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、艤裝ニ潛在セル欠缺

第二十五條　共同海損ハ一八九〇年、よーく、あんとうあーぷ」規定ニ準據シテ之ヲ行フヘキモノトス

第二十六條　本契約期間中運送品ノ船積陸揚ニ付キ傭船者ノ命ニヨリ之ニ從事スルモノ、行爲ニ付キテハ船舶所有者其責ニ任セス

傭船者ノ責任ニ歸スヘキ事由ニヨリ船舶及其從物ニ損害ヲ與ヘタル場合ニ於テハ傭船者ハ船舶所有者又ハ船長ノ被害ノ狀況及見積額ニ因リ其責ニ任スヘシ但營業ナル使用上ヨリ生シタル損害ハ此限ニ非ス

第二十七條　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因リテ生シタル損害ヲ賠償スヘシ

第二十八條　船舶所有者ノ責任ハ載ヘテ此契約ノ規定ニ據ル若傭船者ノ發行セル船荷證券ニ規定セル船舶所有者ノ責任カ此契約ノ

規定ト相違セル時ハ此契約規定以外ノ船舶所有者ノ責任ニ對シテハ傭船者第三者ニ對シ其責ニ任ス

第二十九條　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

第三十條　甲板上ノ積荷ニ就キテハ船舶所有者其責ニ任セス

第三十一條　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傭船者ハ運送セル割合ニ應シ運送品ノ價額ヲ超エサル限度ニ於テ運送賃ヲ支拂フヘシ

但運送賃ヲ前拂シタル時ハ船舶所有者ハ拂込マレタル期間中左ノ事項發生以後ニ相當セル日數ニ對シテハ第一條規定ノ割合ニ據リ運送賃ヲ返還スヘシ

一、船舶カ沈沒シタルコト

二、船舶カ修繕スルコト能ハサルニ至リタルコト

三、船舶カ抑留セラレタルコト

四、運送品カ不可抗力ニ因リテ滅失シタルコト

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

第三十二條　船長ハ此契約ノ趣旨ニ從ヒ傭船者ノ支拂フヘキ運送賃、附隨ノ費用、立替金及運送品ノ價格ニ應シ共同海損、救援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問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

第三十三條　此契約ニ違背シ爲メニ生セシメタル損害ハ金五千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二通ヲ作リ各一通ヲ分有スルモノ也

明治三十九年八月二十日

東京市京橋區三十間堀二丁目一番地
日本汽船株式會社
社長　久保義雄　印

社
傭船者
印

同市日本橋區金吹町三番地
日本石油製造株式會社
專務取締役　淺井眞哉　印

社
船舶所有者
印

印紙

貨物廻漕約定書

今般荷主岡村庄太郎代辻良介ト船主日本海船株式會社トノ間ニ於テ貨物同漕ノ爲メ左ノ條々ヲ約定ス

第一條　船舶運賃及其他ノ條項ヲ約定スルコト左ノ如シ

船名	天津丸　總噸數　千八百五拾噸六九（但船舶ノ總噸數ニ關スル法律ニ依リ改正ノ場合ニハ其ノ改正ニ依ル）　千貳百拾噸八五（但同上）
貨物積入地	函館港
貨物陸揚地	基隆港
積荷高	枕木　五萬本　但壹百尺乃至貳百尺ニ切揃ヘ末口貳寸乃至參寸ノ間ニ揃ヘ十二月廿五日ヨリ翌年二月廿五日迄ノ間ニ積取ルベキコトトス
運賃金額	壹萬六千五百圓也
運賃割合	壹本ニ金參拾五錢
運賃支拂地及其期日	臺灣鐵道株式會社創立事務所ヨリ支拂フモノトス
積入地	解舟費ハ荷主持、本船人足ハ船主持　（解舟及本船人足負擔ノ區別）
陸揚地	悉皆船主持　（解舟及本船人足負擔ノ區別）
碇泊時間	貳拾時間　（貳拾時ヨリ）
碇泊料	貳日ニ付金百五拾圓　（一時間ニ付金貳拾五錢）

同船ノ一條期	十月上旬
契約保證金	金弐千圓也　約束手形ニテ差入ルヽコト

第二條　前條ノ通リ積荷高相定ムト雖荷主ノ都合ニ依リ積荷增加シ若クハ本船船腹ノ都合ニ依リ貨物ヲ殘積シタルトキハ荷主ハ前條ニ定メタル運賃ノ割合ヲ以テ現積荷高ニ對スル運賃ヲ船主ニ支拂フヘシ

第三條　第二條記載ノ積荷高ヲ積載スヘキ餘地ヲ存スル限リハ荷主ハ荷主ノ約定荷物積入ノ前後ヲ問ハス他ノ貨物及船客ヲ積入レ其運賃ヲ收得スルコトヲ得ヘシ

但船腹ノ全部ヲ貸綿シタル場合ハ此限リニ非ス

第四條　此約定書ニ調印ノ後荷主ノ都合ニ依リ第一條記載ノ積荷額ヲ減少シ又ハ全ク之ヲ積入サルトキト雖ヘモ荷主ハ船主ニ對シ約定運賃ノ全額ヲ支拂フノ義務アルモノトス

第五條　第一條ニ定メタル碇泊時間ニ對シテハ荷主ハ船主ニ其碇泊料ヲ支拂ノ義務ナキモノトス但約定ノ積荷ヲ爲シ終リタルトキハ其碇泊時間內ト雖ヘモ船主ハ直ニ本船ヲ出帆セシムルコトヲ得ヘシ

第六條　第一條ニ定メタル碇泊時間ノ外荷主ニ於テ碇泊ヲ要シ船主ニ依頼シ船主之ヲ承諾シタルトキハ荷主ハ第一條ニ於テ定メタル割合ヲ以テ其碇泊時間ニ應シ碇泊料ヲ船主ニ支拂フヘシ

第七條　第一條ニ定メタル碇泊時間內ニ於テ暴風圍等天災ノ爲メ實際荷役ヲ爲シ能ハサルトキハ之ヲ其碇泊時間中ニ算入セサルヘシ危險ノ虞アリテ一時本船ノ碇泊所外ニ避難シタル場合亦同シ

第八條　暴風困等天災ノ爲メ到底積荷ヲ爲ス能ハルノ見込ナキトキハ船主ハ貨物ノ全部若クハ一部ヲ積殘シ直ニ本船ヲ出帆セシムルコトヲ得ヘシ

第九條　前條ノ場合ニ於テ止ムヲ得ス積荷ヲ殘シ出帆シタルトキハ此約定ハ一旦解除シタルモノト認ムヘシ
但現ニ積入レタル貨物アルトキハ第二條ノ約定ニ從フヘシ

第十條　本船同船ノ途中ニ於テ船體又ハ機關ニ損傷ヲ生シ實際積荷ヲ爲シ能ハサルトキモ亦此約定ハ解除シタルモノト認ムヘシ

第十一條　第九條及第十條ノ場合ニ於テハ更ニ協議ノ上代船ヲ以テ約定貨物ヲ回漕スルコトヲ得

第十二條　本約定書ノ積荷ニ對シテハ別ニ船荷證書ヲ發スルヲ以テ此約定書ニ定メタルモノ、外ハ總テ日本滾船株式會社船荷證券面ニ記載スル約項ニ據ルモノトス

右當約候證據爲也因テ本書貳通ヲ作リ雙方記名調印ノ上各壹通ヲ分有スル者也

明治三十九年九月十七日

荷主
東京市京橋區湊町一丁目五番地
岡村虎太郎代理
辻良介　印

社船
印

主
東京市京橋區三十間堀一丁目一番地
日本滾船株式會社
社長久保義雄　印

印　印
試

（別種）定航海運送契約書

（印）

今般備船者日本滾船株式會社ト船舶所有者古藤猛三トノ間ニ於テ定航海運送契約ヲ爲スコト左ノ如シ

第一條　船舶所有者ハ滾船南海丸（此容積噸數千貳百九拾九、五十噸）船長安藤俊藏ヲ以テ引渡貨物重噸ニ就キ五拾錢ノ割合ニテ神戸港ヨリ芝呉港ニ至ル迄備船者ノ運送品綿糸ヲ運送スルコトヲ約諾ス

第二條　船舶所有者ハ發航ノ當時船舶カ物品旅客運送ノ適航船ニシテ前條規定航路ノ航海ニ堪フルコトヲ擔保ス

第三條　船舶所有者ハ明治三十九年九月三十日神戸港ニ於テ備船者ノ命スル運送品ノ積込ヲ始ムヘシ

第四條　船舶所有者船長及其他ノ船員ハ備船者ノ承諾ヲ經スシテ一切運送品並ニ旅客ヲ積入ルヽコトヲ得ス

第五條　船舶發航準備ノ爲メ必要ナル時ハ船長ノ請求ニヨリ金八百圓ヲ限リ備船者ヨリ前貸スヘシ船長ハ右金子受取ト同時ニ備船者ニ年壹割一分ノ利子ヲ合算セル受取證ヲ交付シ加之右金額ヲ船荷證券ニ裏書シ備船者ノ支拂フヘキ運送賃ト差引計算スヘシ

第六條　船舶所有者又ハ船長ハ船舶カ船積港ニ到着ノ豫定日ヲ豫メ荷積ヲ延滯スルモノ無キ樣實ナシト雖ヘ尤此契約ノ不履行トナラサル樣之カ爲

第九條　船積陸揚期間ハ十四日ニシテ前條ノ傭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增揚金トシテ一日金百五拾圓ノ割合ニテ傭船者又ハ荷受人ニ請求スルコトヲ得ヘシ船舶陸揚期間ヲ約シタル時ハ船舶所有者ハ日數約割戻金トシテ一日金百參拾圓ノ割合ヲ以テ傭船者又ハ荷受人ニ支拂フヘシ

第十二條　傭船者ハ發港ノ都合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關スル範圍内ニ於テハ船舶所有者ノミ其發ニ當リテハ本契約ニ依リ傭船者ニ對シテ履行ノ責ニ任ス

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通報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　船舶所有者ハ傭船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トスヘシ

第十五條　船舶所有者ハ左記ノ損失及損害ノ責ニ任セス

不可抗力、海上河上其他ノ水上ニ於ケル遭難、船長又ハ海員ノ過行、敵兵、海賊、內亂、强盜、簒奪、君主若クハ人民ノ强留、抑止、一揆又ハ同盟罷役、國ノ公分ニ出テタル捕獲、差押、檢波等ニヨリテ生スル損失損害

水先案內、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本船舨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內碇泊中ニ起リタル災難ニヨリ生スル損害、受航、減量、腐敗、汗銹、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鼠害等

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

船體、機關、艤裝ニ潛在セル欠缺

第十六條　共同海損ハ一八九〇年、よーく、あんとうあーぷ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傭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ニ任セス

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ニ任セス

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傭船者ハ運送セル個合ニ應シ運送品ノ價格ヲ超エサル限度ニ於テ運送賃ヲ支拂フヘシ

一　船舶カ洗沒シタルコト

一　船舶カ修繕スルコト能ハサルニ至リタルコト

」船舶ヲ捕獲セラルルトキ

」裏約ヲ履行スル能力ヲ喪失シタルトキ

前項ノ場合ニ於テハ船舶ノ賃貸人ハ賃借人ノ賃貸人ニ対スル債務ヲ免除セラルルモノトス

第十一條　船舶ノ出港約期ニ後レ又ハ積荷ノ全部若ハ一部ヲ積載シテ出港スルコト能ハサルトキハ賃借人ハ其ノ損害ノ賠償ヲ請求スルコトヲ得ス

船舶ノ賃貸人ハ賃借人ノ積荷ヲ積載スル為メ船舶ヲ留置スル期間ヲ定メ其ノ期間ヲ経過スルモ賃借人ノ積荷ヲ積載セサルトキハ賃貸人ハ其ノ期間ノ賃金ヲ請求スルコトヲ得

第十二條　出港約期ニ後レ又ハ積荷ノ全部若ハ一部ヲ積載シテ出港スルコト能ハサルトキハ賃借人ハ賃貸人ニ対シ其ノ損害ノ賠償ヲ請求スルコトヲ得ス

船舶ノ賃貸人ハ賃借人ノ積荷ヲ積載スル為メ船舶ヲ留置スル期間ヲ定メ其ノ期間ヲ経過スルモ賃借人ノ積荷ヲ積載セサルトキハ賃貸人ハ其ノ期間ノ賃金ヲ請求スルコトヲ得

右之條々協議決定スルニ相違無之為後日ノ為メ茲ニ証書ヲ作リ各自ニ署名ヲ分有スルモノ也

明治三十九年九月十日

日本郵船株式會社

船舶所有者　古藤猛三　㊞

日本郵船株式會社

賃借人　社長　久保敬輔　㊞

日本郵船株式會社

傭船之印

CHARTER PARTY.

Genoa, 20th September, 190*6*.

IT IS THIS DAY MUTUALLY AGREED BETWEEN *Messrs. Shaw Adams & Co.,* Owner of the good *English* Steamship called the *"Pigeon"* of *1,435* tons gross Register, and *782* tons nett Register, *160* horse-power, provided with Steam-winches, classed *3/3 1.1* of *2,300* tons cubic capacity, or thereabout, exclusive of bunkers, which will contain *400* tons of Coals, and *Messrs. Carnabe Bros.*, of *Genoa*, Merchants and Charterers, as follows:—

That the said *Shaw Adams & Co.* agree to let, and the said *Carnabe Bros.* agree to hire, the said Steamship for the term of *Nine* calender 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 Mediterraneans 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, Pilotages, Agencies, 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 *twelve shillings* per gross Register Ton per calendor 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, *month 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 burthen 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 Characters' 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 anchorage, 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.

2½ per cent. commission is due on the execution of this Charter Party to *ANDREANA PODESTRA, Broker.*

Witness *John Cæsar.* (*Signed*) *SHAW ADAMS & CO.*

Witness *Emilio Terreni.* (*Signed*) *CARNABE BROS.*

A true copy of the original in my possession. *Andreana Podestra.*

40 統制=泛運上海 船傭期定文英

8. The Captain to sign the Bills of Lading at any rate of Freights 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 *Delt Hbr.* 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 *six*

By authority of Carson & Sons owners.

Witness to the signature of A. & F. Harvey.
(*sign*) *George Dadley.*

A. & F. Harvey. (*sign*)

As agents

(*sign*) *Witness to the signature of Burns Philip & Coy.*
John Symour.

Burns Philip & Coy. (*sign*)

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 Philip & Coy.*

Shippers' telegraphic address: *Speedy, Singapore.*

(40-41)

No. 713

VOYAGE CHARTER.

Singapore, 28th Sept. 190 6

Position and *and/or* loading date of vessel: *Deli Hbr. 30th Sept. 1906.*

BY the interposition of *A. & F. Harvey, Ship Borkers at Singapore,*
acting as non-responsible mandataries.

IT IS THIS DAY MUTUALLY AGREED between *Messrs Carson & Sons.*
owners of the good *steamship* called *"Hebra"*
of the measurement of *3885* Tons Net Register, or thereabouts, classed *100 A1 at Lloyd's*
now *lying at Singapore*
and *Messrs Burns Philp & 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 liberty to take outward cargo from *Singapore* direct or indirect, for owner's benefit, with all convenient speed sail and proceed to *Deli Harbour, Sumatra* or so near thereunto as she may safely get, and there load, always afloat in the customary manner a full and complete cargo of *Kerosene Oil in cases* which the said charters bind themselves to provide for shipment, not exceeding *4000* Tons, which she can reasonable 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 afloat 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 landed quantity.*
Dock dues, wharfage, consulage, pirage, 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 hulk or craft, or on ashore, barratary 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 Pilots, 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 approbation 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 afterwards, payable day by day as it becomes due. Lay-days not to commence, unless with charterers' consent, before *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 lighterage 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 Freights 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 *Deli Hbr.* 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 *six*

By authority of *Carson & Sons* *owners.*

Witness to the signature of *A. & F. Harvey.*
(sign) *George Dadley.*

A. & F. Harvey. (sign)
As agents

(sign) *Witness to the signature of* *Burns Philip & Coy.*
John Symour.

Burns Philip & Coy. (sign)
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 Philip & Coy.*
Shippers' telegraphic address: *Speedy, Singapore.*

雪約契船傭海航定文英　錄附＝沒運上海

印紙

受取人又ハ裏書人	振出人又ハ裏書人	支払地	振出地	金額	満期	受取人又ハ指図人ノ名称

為替手形

金 円也

右ノ金額ヲ一覧後 日ノ定期払ニテ貴殿又ハ貴殿ノ指図人ニ此為替手形ノ引受ノ上満期ニ支払ヒ下ラン事ヲ請フ

明治 三十 年 月 日

日本汽船株式会社
支店
御中

本人

保証人

（注）ハ不用ノ文字ヲ抹消スベシ

為仕貨之ニ基キ
入リ用候金ハ他
ン物有御右ロ人
事証御ハ荷ヲ又
如ニ保物貨ハ他
存御保物貨ニ証
ニ携証ニ証ニ向
帯人関ニ証ヲ
ノ帯ニ証更ニ
中本ニコ荷
国人支荷物引
獣ト積物引ヲ
候迄ヲ引ノ渡
保帯ニ渡方ヲ
ヲヤキ場合ノ
約ヲ場合ノ
後迄渡ノ
日ニ主義
本他来
理辨ノ有

日本汽船株式会社

43

(面裏捺印取受物荷文英　綠附＝送運上港)

Hongkong, *6th April* 190 *6*.

Stamp

THE NIPPON KISEN KAISHA,
Present.

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.
P.P. 1/1000	*1000*	*Matches*	*Kubo*	*Yamatomaru*	*Kobe*	*25th March*

(*Sgd.*) *SHRAGER BROS.* *Consignees.*

(面裏捺印取受物荷文英　綠附＝送運上港)

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

For Yokohama Specie Bank.

S. Ishikawa

Manager.

43

44

曾圍指送引 錨防＝送運上海

Date 6/5 190 6. No. 10

The Hongkong & Kowloon Wharf & Godown Co.

Deliver to Shrager Bros.

Ex "Yawata Maru," Voy. 8

from Kobe.

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

NIPPON KISEN KAISHA.

No. 10 Hongkong, 6th April 190 6.

The Hongkong and Kowloon Wharf and Godown Co.

Please deliver upon endorsement to Messrs. Shrager Bros.

the undermentioned cargo ex "Yamato Maru" Voy. 8

from Kobe

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

For NIPPON KISEN KAISHA.

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

No. 151 No. 151 Hongkong, 6th June 190 6.

Date 6/6 190 6

Deliver to Jardine Matheson & Co.

Ex S.S. "Taiwan Maru" Voy. 1

from Keelung

NIPPON KISEN KAISHA.

COMMANDING OFFICER,

S.S. "Taiwan Maru" Voy. 1 from Keelung

Please deliver upon endorsement to Messrs. Jardine Matheson & Co.

Marks.	Nos.	Goods.
J.M.	1/50	50 cases Camphor

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

For NIPPON KISEN KAISHA.

(Sgd.) B. Moriya

45

曾圍指送引 錨防＝送運上海

BOTTOMRY BOND.

Know all men by these presents

That I, *James Corsi,* Master, of the *Italian* Ship called *Galileo,* of the Port of *Genoa,* of the burthen of *940* tons or thereabouts, am held and firmly bound unto *Jhon 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, 1906.*

JAMES CORSI, Master.

WHEREAS the said Ship, lately arrived *Cape Town* in distress, having sustained damages in the course of a voyage from *Newcastle* 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.

An Agreement made this _____ day of _____ 10.____

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 _____ on a voyage from _____ and it is alleged that during such 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 of the said ship in consideration of the agreement of the parties hereto of the second part hereinafter contained, hereby agree with the respective parties hereto of the second part that they will deliver to them respectively their respective 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, on the amount of the estimated value of their respective interests. NOW IT IS HEREBY FURTHER AGREED that 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 which 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 Adusters 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 the said Adjuster or Adjusters an arbitrator or arbitrators, or render his or their Certificate or Statement binding 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 }

海損金精算書類並ニ證書ニ關スル規定

（一九〇〇年九月一日ヨリ實施ス）

第一章　總則

第一條　本規定ハ海損金精算書類並ニ證書ニ關シ當事者ノ權利義務ヲ明ニシ且ツ其ノ手續ヲ簡易ニシ迅速ニ精算ヲ遂ケシムルヲ以テ目的トス

第二條　本規定ニ於テ精算書類ト稱スルハ精算書、分擔價額計算書、分擔金額計算書、精算書ノ謄本及抄本ヲ謂フ

精算書ニ關スル證書ト稱スルハ精算書ニ關スル證書、分擔價額計算書ニ關スル證書、分擔金額計算書ニ關スル證書、精算書ノ謄本及抄本ニ關スル證書ヲ謂フ

第三條　精算書類ハ精算人之ヲ作成ス

精算人ハ精算書ニ關スル證書ヲ作成シ且ツ精算書類ニ署名ス

第四條　精算人ハ精算書類ヲ作成シタルトキハ遲滯ナク之ヲ精算書ニ關スル證書ニ添ヘ精算書ニ關スル證書ニ記載シタル者ニ交付スヘシ

第五條　精算書類ハ精算書ニ關スル證書ニ記載シタル者ノ請求ニ應シ何時ニテモ之ヲ閲覽セシムヘシ

第六條　精算書類ハ精算書ニ關スル證書ニ記載シタル者ノ請求ニ應シ何時ニテモ其ノ謄本又ハ抄本ヲ交付スヘシ

第七條　精算書類ノ謄本又ハ抄本ニハ精算人ニ於テ其ノ原本ニ相違ナキ旨ヲ記載シ署名スヘシ

第八條　精算書類ノ謄本又ハ抄本ニ關スル費用ハ其ノ請求ヲ爲シタル者ノ負擔トス

第二章　精算書

第九條　精算書ニハ左ノ事項ヲ記載スヘシ

一　精算ノ基礎タル事實

二　精算ノ結果

三　精算ノ理由

四　精算ノ年月日

第十條　精算書ニハ精算ノ基礎タル事實ヲ證スヘキ書類ヲ添附スヘシ

第十一條　精算書ニハ精算ノ結果ニ關スル計算書ヲ添附スヘシ

第十二條　精算書ニハ精算ノ理由ヲ記載スヘシ

精算ノ理由ニ關スル書類ヲ添附スルトキハ其ノ書類ニ依リ精算ノ理由ヲ記載シタルモノト看做ス

第十三條　精算書ニハ精算人署名スヘシ

第三章　分擔價額計算書

第十四條　分擔價額計算書ニハ左ノ事項ヲ記載スヘシ

一　分擔價額ノ計算ノ基礎タル事實

二　分擔價額ノ計算ノ結果

三　分擔價額ノ計算ノ理由

四　分擔價額ノ計算ノ年月日

第十五條　分擔價額計算書ニハ分擔價額ノ計算ノ基礎タル事實ヲ證スヘキ書類ヲ添附スヘシ

第十六條　分擔價額計算書ニハ分擔價額ノ計算ノ結果ニ關スル計算書ヲ添附スヘシ

第十七條　分擔價額計算書ニハ分擔價額ノ計算ノ理由ヲ記載スヘシ

分擔價額ノ計算ノ理由ニ關スル書類ヲ添附スルトキハ其ノ書類ニ依リ分擔價額ノ計算ノ理由ヲ記載シタルモノト看做ス

第十八條　分擔價額計算書ニハ精算人署名スヘシ

第四章　分擔金額計算書

第十九條　分擔金額計算書ニハ左ノ事項ヲ記載スヘシ

一　分擔金額ノ計算ノ基礎タル事實

二　分擔金額ノ計算ノ結果

三　分擔金額ノ計算ノ理由

四　分擔金額ノ計算ノ年月日

第二十條　分擔金額計算書ニハ分擔金額ノ計算ノ基礎タル事實ヲ證スヘキ書類ヲ添附スヘシ

第二十一條　分擔金額計算書ニハ分擔金額ノ計算ノ結果ニ關スル計算書ヲ添附スヘシ

第二十二條　分擔金額計算書ニハ分擔金額ノ計算ノ理由ヲ記載スヘシ

分擔金額ノ計算ノ理由ニ關スル書類ヲ添附スルトキハ其ノ書類ニ依リ分擔金額ノ計算ノ理由ヲ記載シタルモノト看做ス

第二十三條　分擔金額計算書ニハ精算人署名スヘシ

第五章　精算書類ノ謄本及抄本

第二十四條　精算書類ノ謄本又ハ抄本ニハ精算書ニ關スル證書ヲ添附スヘシ

第二十五條　精算書類ノ謄本又ハ抄本ニハ精算人ニ於テ其ノ原本ニ相違ナキ旨ヲ記載シ署名スヘシ

第六章　精算書ニ關スル證書

第二十六條　精算書ニ關スル證書ニハ左ノ事項ヲ記載スヘシ

一　精算書類ノ作成ヲ爲シタル精算人ノ氏名

二　精算書類ノ作成ヲ爲シタル年月日

三　精算書類ノ作成ヲ爲シタル場所

四　精算書類ノ作成ヲ爲シタル理由

五　精算書類ノ作成ヲ爲シタル者ノ氏名

六　精算書類ノ作成ヲ爲シタル者ノ住所

七　精算書類ノ作成ヲ爲シタル者ノ署名

八　精算書類ノ作成ヲ爲シタル者ノ押印

九　精算書類ノ作成ヲ爲シタル者ノ代理人ノ氏名

十　精算書類ノ作成ヲ爲シタル者ノ代理人ノ住所

十一　精算書類ノ作成ヲ爲シタル者ノ代理人ノ署名

十二　精算書類ノ作成ヲ爲シタル者ノ代理人ノ押印

十三　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限

十四　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ範圍

十五　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ期間

十六　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ制限

十七　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ解除

十八　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了

十九　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ年月日

二十　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ場所

二十一　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ理由

二十二　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明

二十三　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明ノ年月日

二十四　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明ノ場所

二十五　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明ノ理由

二十六　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明ノ證明

二十七　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明ノ證明ノ年月日

二十八　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明ノ證明ノ場所

二十九　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明ノ證明ノ理由

三十　精算書類ノ作成ヲ爲シタル者ノ代理人ノ權限ノ終了ノ證明ノ證明ノ證明

No. 1

ORIGINAL

No. 1

GENERAL AVERAGE DEPOSIT RECEIPT.

LLOYD'S FORM.

19/1 1906

Kobe, 19th January 1906

Vessel Jason

B/L No. 15

Arrived Value Y.1500

Despositors, Messrs. Smith & Co.

Deposit Y.75.—

Received from Messrs. Smith & Co.

the sum of Yen Seventy five only

, deposit on account of General Average per

S.S. "Jason" from Newchwang

to Kobe being five per cent. on Y.1500.—

provisionally adopted as the net arrived value of the following goods, viz.:—

Marks & Nos. & Description of Interest to be inserted here.

(S) 1/5 Five bales Goat Skin

B/L No. 15

Nippon Insurance Co.

(Sgd.) P. K. Nitobe.

Payees.

Y.75.—

N.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 receipt, 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.

The General Average will be adjusted in and the Shipowners have given the necessary instructions to Average Adjusters.

船舶故意ヲ以テ坐礁セルニ當リ、若シ其手段ヲ取ラサレハ沈沒ノ免ルヘカラサル場合、或ハ海濱又ハ岩礁ニ吹付ケラルヽコト必定ナル事情アルトキハ、此ノ如キ任意ノ坐礁ヨリ生スル船舶、積荷及運賃、或ハ其中ノモノヽ、被レル損失、損害ハ、共同海損ト看做サレサルモノトス、然レトモ其他總テノ場合ニ於テ、共同安全ノ爲ニ故意ニ坐礁セルトキハ、是ヨリ生スル損失、損害ハ、共同海損ト看做スコトヲ得ヘシ

第六條　風力ニ應スル限リ帆ヲ用キタルカ爲帆ノ被レル損失損害

乘揚ケタル船舶ヲ、共同安全ノ爲ニ浮ミ出サントシテ、風力ニ應スル限リ帆ヲ用キタルニ拘リ、帆及帆架或ハ其ノ一方ノミニ及ホセル損失、損害ハ、共同海損ト看做スコトヲ得ヘシ、然レトモ船舶ノ既ニ浮ミ居ルトキニ於テハ、風力ニ應スル限リ帆ヲ用キタルニヨリ、船舶、積荷及運賃、或ハ其中ノモノニ及ホセル損失、損害ハ、共同海損ト看做サレサルヘシ

第七條　船舶ヲ浮ミ出スニ當リ流機、流錨ニ及ホセル損害

船舶既ニ乘揚ケ危險ノ將ニ迫ラントスルニ當リ、之ヲ浮ミ出サンカ爲、其流機、流錨ニ及ホセル損害ハ、共同海損ト看做スコトヲ得ヘシ、但シ此場合ニハ共同安全ノ爲危急ヨリ、船舶ヲ浮ミ出ス確タル意思ヲ以テ、此手段ヲ取リタル證跡アルヲ要ス

第八條　乘揚ケタル船舶ヲ浮ミ出サントシ其結果ヨリ生スル損害

乘揚ケタル船舶ヲ再ヒ浮ミ出サントシテ、其積載スル所ノ積荷、船用石炭、若クハ貯藏品等ヲ積卸ストキハ、其浮ミ出ス費用及艀舟賃又ハ（若再ヒ積込ムトキハ）積入手數料等餘分ノ費用及ヒ之カ爲ニ生スル損失、損害ハ共同海損ト看做スコトヲ得ヘシ

第九條　燃料トシテ消費セル積荷、船具及貯藏品等

最初ヨリ充分ナル燃料物ヲ用意シタル場合、又其場合ニ限リ、途中ニテ遭難シタルニ際シ、共同安全ノ爲必要上燃料トシテ用キラレタル積荷、船具若クハ貯藏品等ハ、共同海損ト看做スコトヲ得ヘシ、然レトモ其間ニ消費スヘキモノト看做サレタル石炭ノ見積高ハ、最後ノ出帆地ニ於ケル、出帆當日ノ市價ニヨリ計算シ、之ヲ船主ノ負擔トシ共同海損額ヨリ控除スヘシ

第十條　避難港ニ於ケル諸費用

（甲）船舶カ若不時ノ出來事、犧牲又ハ其他ノ非常ナル事情ニヨリ、共同安全ノ爲必要ニ迫ラレ避難ノ港又ハ海濱ニ入津シ、或ハ積込港ニ歸航セルトキハ、其港或ハ海濱ニ入津セル費用ハ、共同海損ト看做スコトヲ得ヘシ、尙元ノ積荷或ハ其一部ヲ積載シ、避難ノ港又ハ海濱ヲ再ヒ出帆セルトキハ、其入津又ハ歸港ノ結果ニヨリ要スル、出帆ニ相當スル費用モ亦同樣、共同海損ト看做スコトヲ得ヘシ

（乙）共同安全ノ爲必要ナルカ、或ハ航海中ノ犧牲、又ハ出來事ニヨリ生シタル船舶ノ損所ヲ修繕スルニ當リ、若シ此修繕カ安全ニ航海ヲ續行スルニ必要ナルトキハ、積込地、寄港地或ハ避難地ニ於テ積荷ヲ積卸ス費用ハ、共同海損ト看做スコトヲ得ヘシ

（丙）若シ船中ヨリ積荷ヲ積卸ス所ノ費用カ共同海損ト看做スコトヲ得ル場合ニハ、其船ニ該積荷ヲ再ヒ積込及搬入スル費用ハ該積荷ニ要スル總テノ倉敷料ト共ニ共同海損ト看做スコトヲ得ヘシ、然レトモ若シ不適航ノ宣告ヲ受ケタル日、或ハ航路ヲ見棄テタル日以後ニ對スル倉敷料ハ、共同海損ト看做スコトヲ得ス

（丁）損害ヲ被レル船舶カ其積載セル積荷ヲ運搬スルニ、逆支ヲキタケンカ爲ニ其揚所ヨリ他ノ修繕ヲ施シ得ヘキ港、又ハ海濱或ハ他向地ヘ曳船サルヽトキ、又ハ積荷ノ全部又ハ一部ヲ他船ニ積移ルトキ、或ハ其他ノ方法ニヨリ、之ヲ仕向地ニ送付セルトキハ、是等ノ場合ニ於ケル曳船料、接繼費、運送費等餘分ノ費用ハ、（之カ爲ニ節ヲレタル額ヲ限リ）兩係者ニ於テ各自節セラレタル費用ニ比例シ分擔スヘキモノトス

第十一條　避難港ニ於ケル船員ノ給食料

船舶カ第十條ニ示セル事情ニヨリ、或ハ之カ爲ニ修繕セントスル目的ヲ以テ、或港又ハ海濱ニ入津シ、或ハ碇泊スルトキハ、再航海ヲ續行スル準備整頓シ、又ハ整頓スヘキ日迄、其港又ハ海濱ニ餘分ニ滯在スル日數間ニ要スル船長、運轉士其他總テノ海員ノ給料、食料ハ共同海損ト看做スコトヲ得、然レトモ船舶カ元ノ航路ヲ續行セサルカ、或ハ不適航ナリト宣言ヲ受ケタルトキハ、其宣告ヲ受ケタル日、又ハ航路ヲ見棄テタル日以後ノ船長、運轉士其他ノ海員ノ給料、食料ハ共同海損ト看做スコトヲ得ス

第十二條　積卸ニ際シ積荷ノ被レル損害

積荷ノ積卸、倉入並ニ再積込、艙入等ヲナス費用ニシテ、共同海損ト看做サルヘキ場合、及其場合ニ限リ、特ニ之カ爲ニ積荷ノ被レル避ケヘカラサル損失、損害ハ共同海損ト看做スコトヲ得ヘシ

第十三條　修繕費ヨリノ控除

共同海損ニ屬スヘキ辨償ノ精算ヲナスニ當リ、共同海損ト看做サルヘキ修繕費ノ內ヨリ、新舊交換費トシテ、左ノ控除ヲ行フヘキモノトス

一　機船及綱機船ノ場合ニハ新造登記ノ時ヨリ起算シ

(甲)　滿一ケ年以下ナルトキハ

べんき料及船底檢查費ヨリ其三分ノ一ヲ控除スル外、他ノ修繕費ヨリ一切控除ヲ行フコトナシ

(乙)　一ケ年以上三ケ年未滿ナルトキハ

船體ノ木造ノ部分、檣、帆架、器具、數物類、陶器、金屬、又ハ硝子製ノ諸道具、帆、索具、家具、楽しつ、大紫織針金及鎖ハ此限ニ

アラス)日覆、覆布等ノ修繕、又ハ新調費及べんき類ノ塗替費ヨリハ、其三分ノ一ヲ控除シ、機索具、機索及機製大索、錨鎖、副流機、流用揚貨機及附屬品、流用起錨機及附屬品等ヨリハ、六分ノ一ヲ控除セラルヘシ

以外ノ修繕費ヨリハ控除ヲ行フコトナシ

(丙)　三ケ年以上六ケ年未滿ナルトキハ

(乙)項ニ記載セル控除ヲ行フ外、檣及帆架ノ機ノ部分、及流鐘井ニ附屬品ハ勿論、機テノ流機其他大索、索、しーつ及索具等ノ修繕、又ハ新調費ヨリハ、三分ノ一ヲ控除セラルヘシ

(丁)　六ケ年以上十ケ年未滿ナルトキハ

(丙)項ニ記載セル控除ノ外、檣及帆架ノ機ノ部分、及流鐘井ニ附屬品ハ勿論、流機等モ亦六分ノ一ヲ控除セラルヘシ

新調費ヨリハ、三分ノ一ヲ控除セラルヘシ

(戊)　十ケ年以上十五ケ年未滿ナルトキハ

船體ノ機ノ部分、せめんと及錨鎖ヲ除ケハ六分ノ一、其他ノ物ハ總テ修繕スルト新調スルトヲ問ハス、三分一ヲ控除セラルヘシ但シ錨ノミハ控除ヲ行フコトナシ

(己)　十五ケ年以上ナルトキハ

總テノ修繕又ハ新調ニ付三分ノ一ヲ控除セラルヘシ、但錨ハ控除ヲ行フコトナク、鎖ハ六分ノ一ノ控除ヲ行フヘシ

(庚)　以上各項ヲ通シテ、總テ糧食品、貯蔵品、流機、流鐘ヲ除キ、其他ノ新舊交換ノ控除ハ、船舶ノ年齡ニヨリ計算スヘク、何レモ局部ノ新舊如何ニ拘ラサルモノトス、又船底ノ べんき 塗替費ハ、種災ノ日ヨリ起算シ、六ケ月以內ニ塗替タルモノニ非サレハ、之ヲ要求スルコトヲ得ス、又完ク原物ノ修繕ノミニ止メ、少シモ新ナル材料ヲ加フルコトナキトキハ、及未曾テ使用セラレサル糧食品、貯

積品ニハ、一切控除ヲ行フコトナカルヘシ

一　木造船又ハ鐵骨木皮船ノ場合ニハ

猛災ノ時カ、新造登記ノ日ヨリ一ケ年以内ナルトキハ、新舊交換費ヲ控除スルコトナシ、其期限ヲ經過セルトキハ、左ノ取除ノ外ハ皆三分ノ一ヲ控除セラルヘキモノトス

一　錨ハ一切控除セラレサルヘシ、又艤倉品、貯藏品等ノ未タ使用セサル分ハ控除セラルヘキモノトス

一　船底張替費ハ船底ヨリ剝取リタル金屬ノ重量ニ等シキモノヽ價格ノ內ヨリ、古金ノ賣揚高ヲ差引ク外、控除ヲ行フコトナシ、然レトモ船底張替ニ要スル釘、ふゑるト及張替費ハ、何レモ三分ノ一ヲ控除セラルヘシ

流船帆船ノ別ナク、一般ニ艤ノ部分ノ彎曲セルヲ直ス費用、又ハ据付、取外シ等ノ費用ハ、控除ヲ行フコトナカルヘシ、修繕ノ爲要スル所ノ入渠料、出入シノ曳用、車賃、曳揚費、足場其他船渠ノ諸機械使用料等ハ一切控除ヲ行フコトナカルヘシ

第十四條　假修繕費

共同海損ト看做スコトヲ得ヘキ損害ノ假修繕ヨリハ、新舊交換費ヲ控除スルコトナカルヘシ

第十五條　運賃損失

積荷ノ損害又ハ損失カ、共同海損タルカ、又ハ共同海損ト看做サルヽトキハ、其損害又ハ損失ヨリ生スル運賃ノ損失モ、又共同海損ト看做スコトヲ得ヘシ

第十六條　犧牲ノ爲ニ損害損失ヲ被レル積荷ノ共同海損タルヲ得ヘキ高

犧牲ノ爲ニ損害、損失ヲ被レル積荷ノ、共同海損タルヲ得ヘキ高ハ、船舶到着ノ日、又ハ航海結了ノ日ニ於ケル市場相場ニ照シ、荷

主ノ被ルヘキ損害額トス

第十七條　負擔額

共同海損ノ負擔額ハ航海終了ノ際、其現存物件ノ實價出ニ犧牲ニ供セラレタル物ニシテ共同海損ト看做サルヘキ額ヲ加ヘタルモノトス、然レトモ船主ノ負擔スヘキ、運賃及旅客運賃ヨリハ、共同海損又ハ犧牲ノ起リシ日ニ於テ、船舶又ハ積荷全損ニ陷セリト假定スレハ更ニ要セサルヘキ港內諸掛、海員ノ給料等ノ中、共同海損ト看做シ得サル分ヲ控除スヘキモノトス

其他物件ノ價格ノ內ヨリハ、共同海損行爲以後引續キ要シタル諸掛中、共同海損ト看做スコトヲ得サル分ヲ控除スヘキモノトス

旅客ノ手荷物其他一個人ノ衣類等ニシテ、積荷證券ヲ發行セサル分ハ共同海損負擔ヲ免ルヘシ

第十八條　共同海損精算

以上記載セル規定ノ外、若運送契約書ニ、共同海損ハ此規定ニヨリ精算セラルヘキ條項ナキトキハ、共同海損精算ニ關シ定メラレタル、其精算地ノ法律及慣習ニ從ヒ、精算チナスヘキモノトス

海上運送正誤表

出版ヲ急ギタル結果誤植尠カラズ、然カモ一字ノ誤ニ因リ全ク反對ノ意味ヲ表スモノ無キニ非ズ希クハ讀者本書ヲ繙クニ先チ本文訂正ノ勞ヲ吝マザランコトヲ、是レ著者ノ切ニ望ム所ナリ

頁數	行數	誤	正
四	三	邊リ	推進シ
五	三	末端	末端
八	三	船、	艇。
八	七	運送	貨物。
八	一二	月レテ	月傳トシテ
八	一三	手傳ト當等	手當等
一四	二	是ヨリ先キ船、	是ヨリ先キ汽船。
一五	一一	Propelled	Propeller
一六	一一	輪ハ、	輪ト。
一八	一四	大ナルコトヲ得マシ	大ナルニ在リ
一九	二	東洋上、	東洋ト。
二〇	四	駱駝、	駱駝。
二一	四	一年、	一手。
二二	八	Ferdinad	Ferdinand
二五	九	航海、	航船。
二五	九	要件、	條件。
二七	一一	船内分室	船内各室
二八	一	海運業モ	海運業者モ
二八	七	チユーストニック	チユートニック
二九	八	Bulleten	Bulletin
三二	二	茶運送船	省略ス
三五	一〇	焚炭トシテ	焚炭チ
三五	一三	Feeder	Feeders.
三七	一〇	Werde	Verde
三八	九	二種、	二線。
四〇	一二	偶モ	偶マ

頁數	行數	誤	正	頁數	行數	誤	正
四四	表中	尼馬剌	馬尼剌	七六	三	其有主、	所有主
四四	表中	喜望峰	喜望峯經由	八二	五	使用船舶、	使用船數
四七	七	經テ由、	チ經テ	八三	五	六十噸以上、	六千噸以上
四八	二	往航スル	往航ニハ	八三	一三	米國船路	米國航路
五〇	表中	サウソツグ	サウソツグ	八四	二	湖南汽船會社ヲ	湖南汽船會社ハ
五二	表中	漢堡亞米利加洲、	漢堡亞米利加線	八五	一一	停船	停船ス航
六二	一	禁ノ解キ	禁ヲ解キ	九四	一三	二段甲板ハ	二段甲板船ハ
六六	五	夕ニ	夕ヲ	九六	二	推進ノ方法機ノ種類ニ	ノ方法機ノ種類ハ皆
六六	六	二十石上、	二十石			日リ	
六七	一一	前ニ	舍略ス	九七	一四	種ノ相違	種々ノ相違
六七	一三	其他競爭	其他ノ競爭船	九八	二	四洋形船船	四洋形帆船
六九	四	讀ス	躁ス	九八	一四	樯檣	樯檣
七一	一四	同時	何時	一〇〇	一一	後檣ニハ	後檣ハ
七二	一	隘人、	隘人	一〇〇	一四	縱ヲ	縱帆ヲ
七二	一	復ピ。	復ピ	一〇〇	一二	トップスルスクナーニ、	トップスルスクナーハ
七二	三	後					
七二	六	——チ約ス明治	——チ約ス、是レ實ニ明治		一	八	八
七二	一三	一三四、〇〇〇	一三四、〇〇〇噸		一二	——形ノ	——形
七二	一四	戰後ニ用船	戰後御用船	一〇一	五	航海奬勵金	海運政策
七三	一〇	總噸假、	總噸數假、	一〇五	一二	機關帆船	機關帆船
七三	一四	三四ニ上リ	三四ニ上リ	一〇九	一〇	總噸數ハ	總噸數ノ
				一一三	一三	之チ伴フ	之ニ伴フ

頁數	行數	誤	正	英文
一一五	一三	十方沢	十立方沢	
一一七	一二	年ノ事トス尚初ハ	年前ノ事トス當初ハ	
一二三	三	再來、	再來	
一二三	五	再後、	其後	
一二五	一	各ノ如ク	此ノ如ク	
一二八	一四	本船、	木船	
一二九	二	鋼鈑ノ	鋼ノ	
一三〇	一	供スル構造	供スルモノニシテ其構造	
一三一	六	商法ヲ用シ	商法ヲ準用シ	
一三六	四	船船測量度規則	船舶積量測度規則	
一三九	三	管海官廳所船地	管海官廳所在地	
一四四	一	關係ナ袈裟	關係ヨリ脫離	
一四四	一四	共賃賣ヲ	其賃賣ヲ	
一五二	一一	之ヲ私有	之ガ私有	
一五二	一二	船舶ノ慣用	船舶ノ使用	
一六六	表中	Deracalion	Dervallon	
一七二	九	其賃物	某賃物	
一七三	一三	於テ	以テ	
一七四	一一	一個ハ	一個ノ	
一七八	一二	喪失セル時ニハ、保險ハ備船者ニテ之ヲ	喪失セル時トハ、保險ハ備船者ニテ保險ヲ	
一七九	一四			

頁數	行數	誤	正	英文
一八一	一八	英文	英文	Jamaged
一八一	二	船積込、	船積港、	no freight due
一八二	一	運賃ニハ	運賃ハ	Intake Measurement
一八二	一八	Abondon	Abandon	
一八七	一一	運賃ノ相當額	運賃ノ航路相當額	
一九〇	二	運賃ノ金額	運賃ノ全額	
一九四	五	安ズルニ	按ズルニ	
二〇二	九	受取リタル、又ト	受取リタル時ト	
二〇二	一一	缺乏センガ	缺乏セシガ	
二一〇	三	其二、	其三、	
二一〇	一一	他活チ	他活ヨリ	
二一〇	一四	石炭ノ供給	石炭ノ供給ハ	
二一二	六	備船契約	備船契約	
二一四	八	履行ニ到ル	履行ニ至ル迄	
二一八	一一	送賃支拂、	運賃支拂	
二二〇	五	陰味糢糊内、	陰味糢糊ノ中	
二二〇	一四	格定、	格安	
二二五	上段一一	或ハ船床	或船床	
二二八	六	早假ジテ	早假ニテ	
二二九	九	上ルコト	止ムルコト	
二三二	三			
二三六	六			
二三八	九			

頁数	行数	誤	正
二五〇	一三	給供	供給
二五五	六	全廢セシメ	全廢セラレシハ
二五五	九	運送契約ノ	運送契約ヲ
二五七	四	勿論ニシテ	勿論
二七三	一	米國農	米國ノ農
二七五	五	貨ナル文字ヲ削除シ次行ノ實收運貨ニ改ムルコト	
二八一	八	大噸數速力	大噸數大速力
二八一	八	航綿	船綿
二九三	五	其獨逸	此獨逸
二九八	四	Cabotage	Cabotage
三〇四	三	Rémis	Rémis
三〇九	七	造船材料輸入免除	船材料輸入稅免除
三一一	一	本ニ	本チ
三一二	六	奧國外口ノ貿易船	奧國ノ海外貿易船
三一二	八	能ハザリト	能ハザリキト
三一三	一五	一〇九一年	一九〇一年
三一五	一二	造船木用料	造船用木
三一七	九	從事セシムル	從事セル
三一七	一一	總航數	總噸數
三四三	三	モノ最近調査	モノハ最調近査

頁数	行数	誤	正
三五五	七	東カルアイフ	在カルアイフ
三五六	一〇	誘說	遊說
三五八	三	程ニナルベシ	程ニ上ルベシ
三五九	一〇	運途長時間	運送ニ長時間
三六一	八	漸ク	漸チ
三六一	八	論者ナキニ非ザリキ	主旨ニ出デシナリ
三六二	三	事故ニアリ	事故ニヨリ
三六二	七	右ノ	左ノ
三六四	四	外國船ト	外國船ヘ
三七二	一四	關渉ニヨル家	關渉ニヨル自家
三七二	三	正假	正貸
三七四	一二	歩チ進メ	歩武チ進メ
三七七	九	航家	國家
三八三	七	以下	以上
三八七	九	若クハ	若クハ
四〇八	八	緊水函	緊急水函
四二四	一三	傭船ニ	傭船チ
四二四	二	日出ヨリ午前十時迄	日出ヨリ午前十時迄、四十圓
四二五	四	Clain	Claim
四二五	七	爲スコト	爲スコトアリ

頁数	行数	誤	正
四二五	九	某組合ノ間屋	某組合ノ問屋ニ
四四一	六	write	with
四四二	二	他ノ	他ハ
四五六	三	恤センガ爲メ	卑センガ爲メ
四五八	一	收益	利益
四五八	二	協商局	招商局
四六〇	一	窩中	渦中
四六五	二	當事ノ請求ニ一任セシメ	當事者ニ一任セシメ
四六六	一三	船船周旋人	船舶周旋人
四七一	六	運送ニ多ク	運送ハ多ク
四七六	四	荷數	荷改
四七九	一	船積陸揚物期間	船積陸揚期間
六四三	八	船害	損害
六六三	三	港以分	港以外
六七六	九	whecher	whether
六八九	一	to ceases	to cease
七四三	一	指揮ニヨリ場合	指揮ニヨル場合
七九三	四	疑惑	疑惑
八一一	一四	招喚	召喚
附録四表	五	thereabouts	thereabout
附録四表	一七	quantity	quantity

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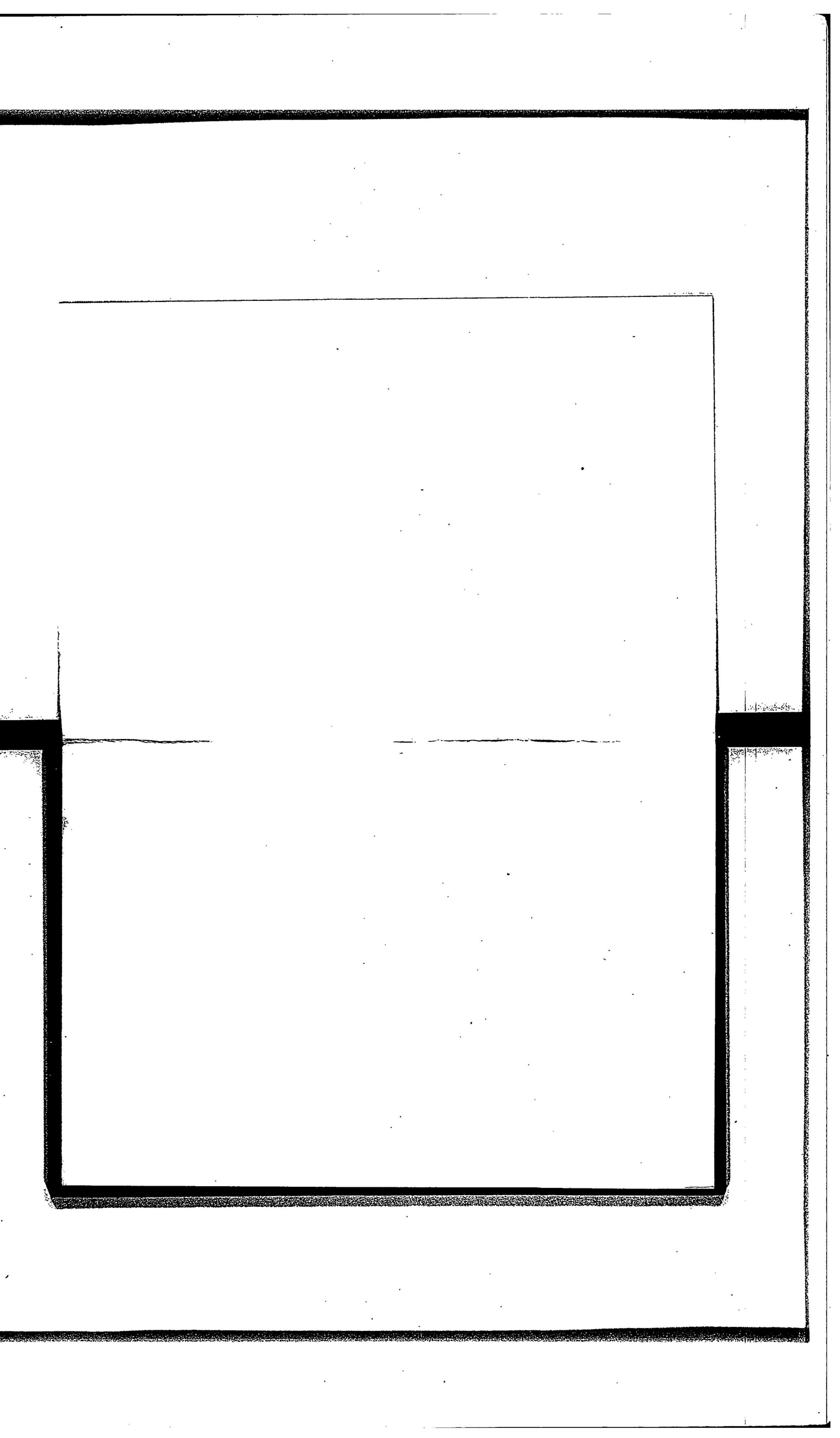

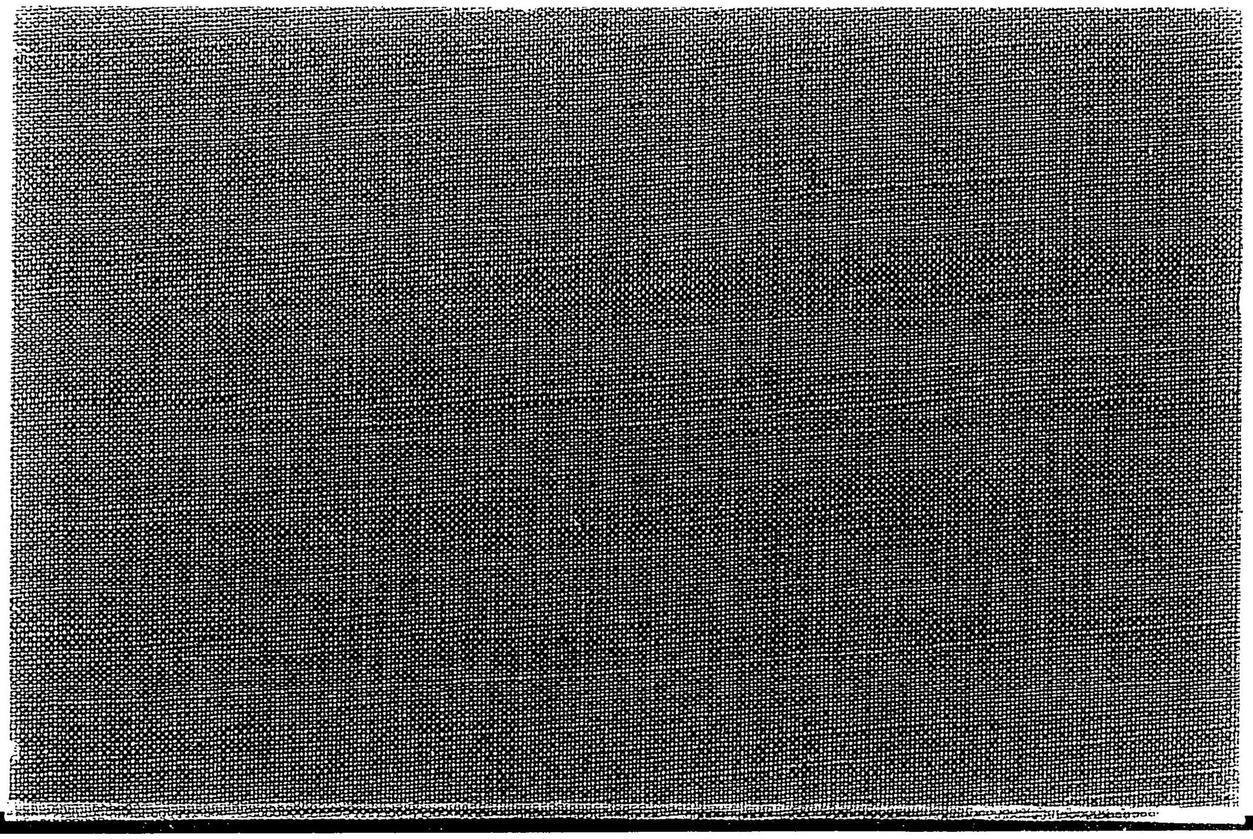

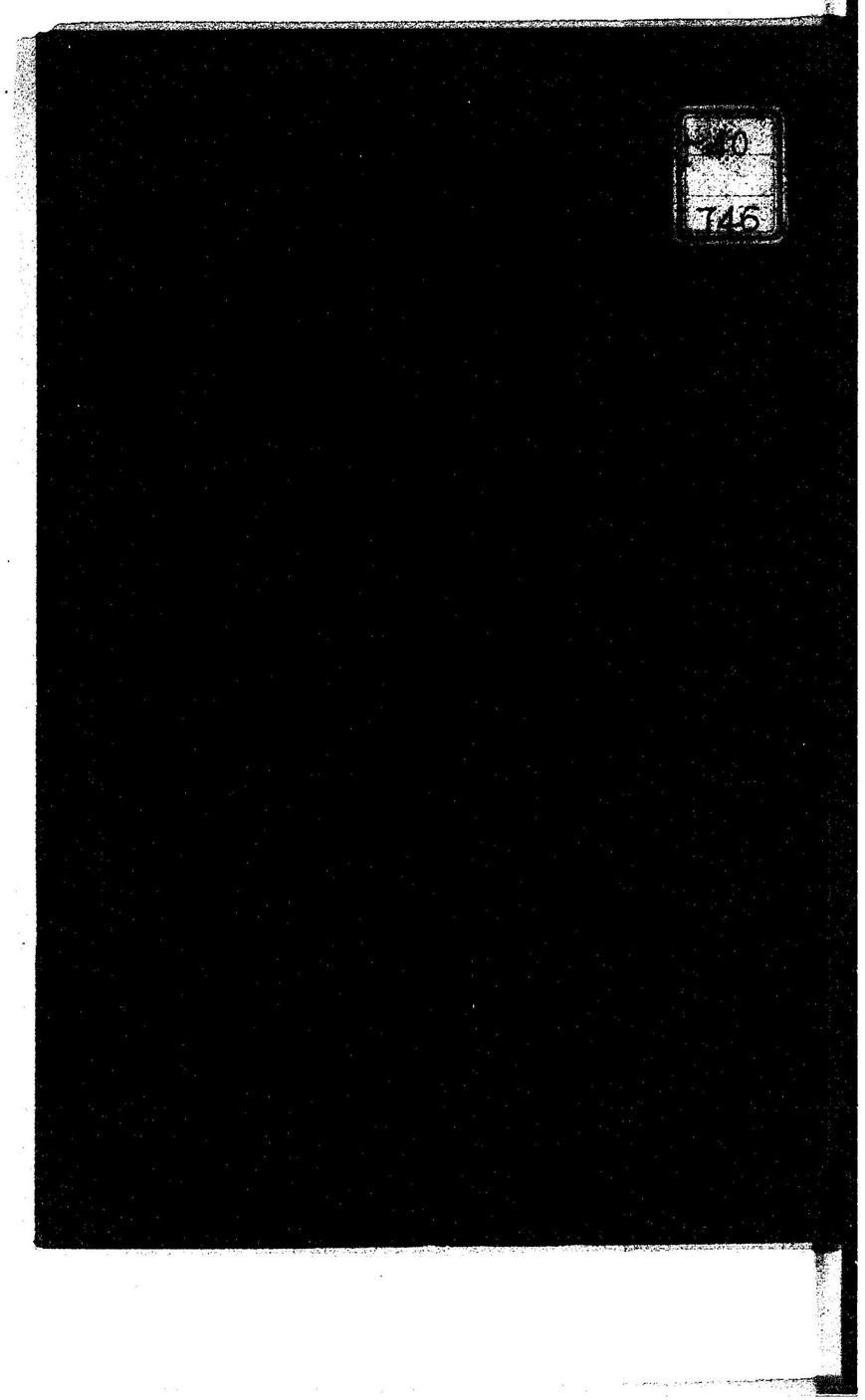

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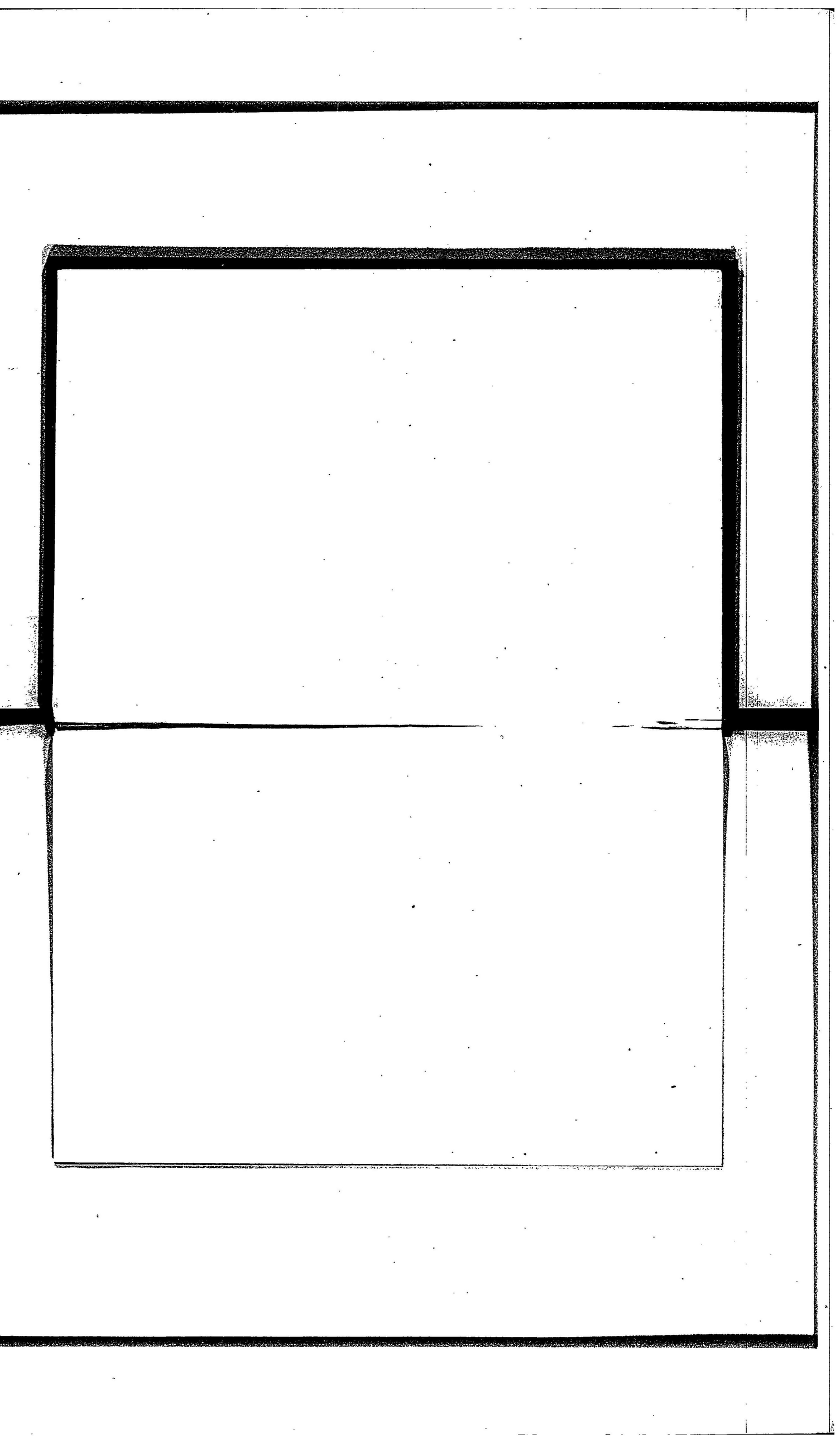
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