

トヲ知リタルトキハ直ニ當會社ニ對シ其ノ通知ヲ當スルコトヲ要ス其ノ通知ヲ怠リタルトキハ保險契約ハ其ノ效力ヲ失フ
前項ノ豫定保險契約ヲ爲ス場合ニ於テハ保險金額ノ單價ヲ定ムルモノトス

確定數量ニ對スル保險金額ハ前項ノ單價ニ依リ之ヲ算出ス但シ當會社ノ負擔シタル危險ノ發生前又ハ保險契約者若ハ被保險
者ガ其ノ危險ノ發生ヲ知ル以前ニ前項ノ單價ヨリ高キ單價ニ依ル保險金額ヲ通知シタル場合ハ此ノ限ニ在ラズ

第十條 保險價額ヲ定メザリシトキハ保險金額ヲ以テ保險價額ト看做ス

保險證券記載ノ保險價額又ハ前項ノ保險價額ガ仕切狀面價額(仕切狀面價額ガ運送貨又ハ保險料ヲ含マザルトキハ之ヲ加算
ス以下同ジ)ニ其ノ百分ノ十二ニ相當スル金額ヲ加算シタル額ヲ超ユルトキハ保險價額ハ其ノ超過部分ニ付又保險金額ハ其ノ
超過部分ニ對スル割當額ニ付何レモ無効トス但シ保險契約ヲ爲スニ當リ特ニ仕切狀面額ノ百分ノ十二ニ相當スル金額ヲ超ユル
額ノ加算ヲ爲シタルコトヲ明示シタル場合ハ此ノ限ニ在ラズ

第十一條 船舶ノ甲板又ハ無蓋貨車ニ積込マレタル貨物ニ付生ジタル損害ハ特約アル場合ノ外當會社之ヲ填補スル責ニ任ゼ
ズ但シ船舶其ノ他ノ輸送用具ト共ニ全損(第十三條ノ場合ヲ含ム)ニ歸シタル場合ハ此ノ限ニ在ラズ

第十二條 貨物ガ二隻以上ノ船舶又ハ二輛以上(又ハ二臺以上)ノ車輛ニ分チテ積込マレ又ハ積替ヘラレタル場合ニ於テハ一
隻又ハ一輛(又ハ一臺)毎ニ各別ニ保險ニ付シタルモノト看做ス

第十三條 被保險者ハ左ノ場合ニ限リ貨物ヲ當會社ニ委付シテ保險金額ノ全部ヲ請求スルコトヲ得

- 一 貨物ヲ積載セル船舶ノ行方ガ左ノ期間知レザルトキ
汽船 六十日 帆船 九十日 艀舟 三十日

二 貨物ヲ積載セル船舶ニ付當會社ノ負擔シタル危險ガ發生シ之ガ爲貨物ヲ保險證券記載ノ仕向地(輸送スル方法ナキニ至
リタルトキ又ハ輸送ニ要スベキ費用(第十六條ニ依ル救助費及第十七條ニ依ル共同海損分擔額ヲ含ム)ノ見積額ガ仕向地

到着ノ上貨物ノ有スベキ價額ヲ超過スルニ至リタルトキ

被保險者ガ前項ニ依リ委付ヲ爲サントスルトキハ前項第一號ノ場合ニ於テハ其ノ期間ノ滿了ノ時ヨリ前項第二號ノ場合ニ於
テハ其ノ事由ヲ知リタル時ヨリ起算シ三十日內ニ當會社ニ對シテ委付ノ通知ヲ發スルコトヲ要ス

委付ノ通知ヲ發スル以前ニ船舶ノ行方ガ知レタルトキ又ハ第一項第二號ノ事由ガ消滅シタルトキハ前項ノ期間內ト雖モ委付
ヲ爲スコトヲ得ズ

第十四條 委付セラレタル貨物ノ上ニ存スル留置權、先取特權、質權其ノ他ノ私法上ノ負擔又ハ公法上ノ負擔ヲ消滅セシムル
爲ニ要スル金額ハ保險金ヲ受取ルベキ者ノ負擔トス

當會社ニ於テ前項ノ金額ヲ支拂ヒタルトキ又ハ將來支拂ノ必要アリト認メタルトキ填補スベキ金額ヨリ之ヲ控除スルコトヲ
得

第十五條 當會社ガ貨物ノ救助ニ着手シタルトキト雖モ之ヲ以テ委付ノ承認ト看做スコトヲ得ズ又被保險者ガ貨物ノ救助ニ着
手シタルトキト雖モ之ヲ以テ委付ノ權利ノ拋棄ト看做スコトヲ得ズ

第十六條 當會社ノ負擔シタル危險ノ發生シタル場合ニ於テ貨物ノ損害ヲ防止輕減スルニ必要若ハ有益ナル費用又ハ貨物ヲ安
全ニ保管シ得ベキ最寄ノ場所ニ運搬スル迄ニ要スル費用又ハ救助者ニ對スル報酬ヲ救助費トス

前項ノ費用又ハ報酬ガ船舶其ノ他ノ輸送用具又ハ他ノ物トノ共同ノ利益ノ爲ニ支出セラレタル場合ニ於テハ貨物ノ分擔スベ
キ額ヲ以テ救助費トス

第十七條 共同海損ハ運送契約ニ定ムル法令又ハ規則ニ從ヒ之ヲ精算スベキモノトス運送契約ニ別段ノ定ナキトキハヨーク・
アントワーブ・ルールス(千九百二十四年)ニ依ル

當會社ハ前項ニ依リ正當ニ作成セラレタル共同海損精算書ニ依リ保險ノ目的ノ共同海損分擔額ヲ定ム

第十八條 保險契約者、被保險者又ハ保險金ヲ受取ルベキ者ガ當會社ノ負擔シタル危險ノ發生シタルコトヲ知リタルトキハ最モ迅速ナル方法ヲ以テ之ヲ當會社ニ通知シ且海難報告書其ノ他當會社ノ要求スル書類ヲ提出スルコトヲ要ス

保險契約者、被保險者又ハ保險金ヲ受取ルベキ者ガ前項ノ通知ヲ爲サザルトキ、前項ノ提出書類中不實ノコトヲ記載シタルトキ又ハ事實ヲ隱蔽シタルトキハ當會社ハ當該保險事故ニ因リテ生ジタル損害ヲ填補スル責ニ任ゼズ

第十九條 保險金ノ支拂ヲ請求セントスル者ハ損害ガ當會社ノ負擔シタル危險ノ發生ニ因リテ生ジタルコト及其ノ損害額ヲ證明スルコトヲ要ス

前項ニ依リ保險金支拂ノ請求アリタルトキハ當會社ハ其ノ請求アリタル日ヨリ三十日內ニ保險證券ト引換（正當ノ理由アルトキハ引換ヲ要セズ）ニ之ヲ支拂フ但シ當會社ニ於テ調査ノ爲特ニ時日ヲ要スルトキハ此ノ限ニ在ラズ

第二十條 保險契約者又ハ被保險者ハ損害ノ防止輕減ニカムルコトヲ要ス

損害ヲ防止輕減シ得ベカリシニ拘ラズ保險契約者又ハ被保險者ガ之ヲ怠リタル場合ニ於テハ防止輕減シ得ベカリシ損害額ヲ控除シタル殘額ヲ基礎トシテ當會社ノ填補責任ノ有無及填補額ヲ決定ス

他人ヨリ損害ノ全部又ハ一部ノ賠償ヲ受クルコトヲ得ル場合ニ於テ保險契約者又ハ被保險者ガ其ノ賠償請求權ヲ消滅セシメ其ノ行使者ハ保存ニ必要ナル手續ヲ怠リタルトキハ賠償ヲ受クベカリシ金額ヲ控除シタル殘額ヲ基礎トシテ當會社ノ填補責任ノ有無及填補額ヲ決定ス

第二十一條 當會社ガ一回ノ保險事故ニ付填補ノ責ニ任ズベキ額ハ保險金額ヲ限度トス

貨物ガ損害ヲ被リ之ヲ修補セザル状態ニ於テ更ニ他ノ事故ニ因リ損害ヲ被リタル場合ニ於テハ當會社ガ填補ノ責ニ任ズベキ額ハ通算シテ保險金額ヲ限度トス

第二十二條 損害發生ノ當時保險ノ目的ニ付本契約ト同時ニ又ハ時ヲ異ニシテ締結セラレタル火災、海上其ノ他ノ保險契約ガ

存在シ總保險金額ガ保險額ヲ超過シタルトキハ其ノ保險契約ニ他ノ保險契約ノ存在セザル場合ニ於テノミ填補ノ責ニ任ズル旨ノ特約アル場合ト雖モ當會社ノ填補スベキ額ハ他ノ保險契約ノ存在セザリシ場合ニ於テ當會社ノ填補スベキ額ト各保險契約ニ於テ填補スベキ額ノ合計額トノ割合ニ依リテ之ヲ定ム

前項ノ保險額ハ之ヲ異ニスル保險契約アル場合ニ於テハ其ノ高キニ依ル

第二十三條 當會社ハ保險契約ノ無効又ハ失効ノ場合ト雖モ保險料ノ全額ヲ請求スルコトヲ得但シ當會社ノ責ニ歸スベキ事由ニ因リテ無効ト爲リタル場合ニ於テハ保險料ノ全額、失効ト爲リタル場合ニ於テハ其ノ半額ヲ返還ス

第二十四條 此ノ約款ニ規定ナキ事項ニ付テハ日本帝國ノ法令ニ準據ス

附 則

第二十五條 「分損擔保」ノ契約ニ在リテハ當會社ハ左ノ損害又ハ費用ヲ填補スル責ニ任ズ

- 一 全損（第十三條ノ場合ヲ含ム）
- 二 船舶其ノ他ノ輸送用具ノ沈没、坐礁、膠沙、火災、他物（水上ニ於テハ水ヲ除キ陸上ニ於テハ軌道又ハ路面ヲ除ク）トノ衝突、脱線又ハ覆覆ニ因リテ生ジタル分損
- 三 前號以外ノ分損但シ損害ガ保險額ノ百分ノ二ヲ超エタル場合ニ限ル
- 四 共同海損タル處分ニ因リ保險ノ目的ニ付生ジタル損害又ハ第十條ニ依ル保險ノ目的ノ共同海損分擔額但シ共同海損精算ニ用ヒタル保險ノ目的ノ負擔價格ガ保險額（負擔價格ノ決定ニ當リ控除セラレタル損害ニシテ當會社ガ填補ノ責ニ任ズベキモノアルトキハ之ヲ保險額ヨリ控除シタル殘額）ヲ超過シタルトキハ其ノ超過額ニ對スル分擔額ヲ除ク
- 五 第十六條ニ定ムル救助費（共同海損タル救助費ヲ除ク）但シ正當ニ作成セラレタル救助費精算書ニ用ヒタル貨物ノ負擔價格ガ保險額（負擔價格ノ決定ニ當リ控除セラレタル損害ニシテ當會社ガ填補ノ責ニ任ズベキモノアルトキハ之ヲ保險

價額ヨリ控除シタル殘額)ヲ超過シタルトキハ其ノ超過額ニ對スル分擔額ヲ除ク

六 船舶其ノ他ノ輸送用具ノ遭難ニ因ル貨物ノ荷卸、陸揚、保管又ハ保險證券記載ノ仕向地ヘノ輸送ニ要シタル費用但シ原運送契約ニ依リ荷送人ノ負擔ニ歸スベキ費用、貨物ニ付通常要スベキ費用又ハ被保險者ガ任意ニ支出シタル費用ヲ除ク

七 積込、荷卸又ハ積替中ノ貨物ノ墜落ニ因ル一箇毎ノ全損

前項各號ノ損害又ハ費用ハ之ヲ合算シ其ノ合算額ニ付第二十一條ノ規定ヲ適用ス但シ保險契約者又ハ被保險者ニ於テ損害ノ防止輕減ノ爲要シタル費用又ハ第二十條第三項ノ場合ニ於テ賠償請求權ノ行使若ハ保存ノ爲要シタル費用ニ付テハ此ノ限ニ在ラズ

第二十六條 「分損不擔保」ノ契約ニ在リテハ當會社ハ前條第一項中第三號ヲ除ク各號ノ損害又ハ費用ヲ填補スル責ニ任ズ此ノ場合ニ於テモ前條第二項ヲ適用ス

第二十七條 「全損ノミ擔保」ノ契約ニ在リテハ當會社ハ第二十五條第一項第一號ノ損害ノミヲ填補スル責ニ任ズ

第二十八條 貨物ノ全部又ハ一部ガ毀損シテ仕向地ニ到達シタルトキハ、其ノ貨物ガ毀損セザル狀況ニ於テ有スベカリシ價額(以下正品市價ト稱ス)ト毀損シタル狀況ニ於ケル價額(以下損品市價ト稱ス)トノ差額ノ正品市價ニ對スル割合ヲ以テ當會社ノ填補スベキ額ヲ定ム

輸入税、消費税其ノ他ノ税金ガ賦課セララルル貨物ニ付テハ此等ノ税金ヲ含ム價額ヲ以テ正品市價又ハ損品市價トス

當會社ト被保險者トノ間ニ損品市價ニ付協定ヲ爲スコト能ハザル場合ニ於テハ被保險者ノ勘定ニ於テ毀損シタル貨物ヲ賣却シ其ノ賣得金(賣却ニ關シ要シタル費用ヲ控除セザル總額)ヲ以テ損品市價ト看做ス

前項ノ場合ニ於テ税金ヲ買主ノ負擔ト爲シタルトキハ其ノ税金ヲ賣得金ニ加算シタル額ヲ以テ損品市價ト看做ス

貨物ガ他ノ物ト混同シテ仕向地ニ到達シ識別スルコト能ハザル場合ニ於テハ貨物ニ對スル割當數量ヲ算出シ之ヲ以テ仕向地

ニ到達シタル數量ト看做ス貨物ガ他ノ物ト一括シテ賣却セラレタルトキハ貨物ニ對シ割當テラレタル賣得金ヲ以テ損品市價ト看做ス

* * * Salt, Sulphate, Sugar, Jaffa,
are warranted free from average under
and Freight, are warranted free from aver-
All Liquids are warranted free from claim
or craft being stranded sunk burnt or at
This insurance is understood to
of any and all claims.

(1) Warranted free from cap-
any attempt thereto; also from the co-
of war or not, civil war, revolution reb-
(2) Warranted free from loss
Should Clause.)
(3) Warranted free from an-
caused by arrests, restraints or detainm-
(4) Warranted free from loss
labour disturbances riots or civil comm-

In witness whereof,
of THE MARINE & FIR
have subscribed my Name in
tenor and date, one of which being acco-
of

For THE MAI

Premium at per Cent.

In the event of damage no claim for average will be
paid under this Policy, unless notice of same has been
given to the Agents previous to the survey, and certificate
be signed by the Agents of the Company at the port of
discharge, or, where the Company has no Agents, signed
by Lloyd's Agent.

All Policies issued abroad and made payable in the
United Kingdom are required by law to have a Government
Stamp affixed within ten days after date of receipt in the
United Kingdom.

Examined
A

OM 144-2/11-CP3

THE MARINE AND FIRE INSURANCE COMPANY, LIMITED
 (..... KAISHO KASAI HOKEN KABUSHIKI KAISHA)

INCORPORATED IN JAPAN
 ESTABLISHED

HEAD OFFICE
 Tokio, Japan

By *it* *Krotom*, *Q* *bat*

No. 41/
 PAYABLE AT

Exchange at per =

Unless otherwise stated in writing in this policy, the interest insured is warranted free from Particular Average unless the vessel or craft be stranded sunk or burnt, but notwithstanding this warranty the Assurers are to pay for the loss of any package or packages which may be totally lost in loading transhipment or discharge, also any loss of or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, also to pay landing warehouse for forwarding and special charges if incurred for which underwriters would be liable under a policy covering Particular Average.

Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

Held covered, at a premium to be arranged, in case of deviation or change of voyage or other variation of the risk by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of freightment, or of any omission or error in the description of the interest, vessel or voyage, provided prompt notice be given to this company immediately on receipt of advice.

Including risk of craft and/or lighter to and from the vessel, each craft and/or lighter to be deemed a separate insurance.

General Average and Salvage Charges payable according to Foreign Statement or per York Antwerp Rules if in accordance with the contract of freightment. This policy not to insure to the benefit of any Fire Insurance Company and it is warranted and agreed by the assured that any insurance against fire granted herein shall not cover where the assured or any carrier or other bailee has fire insurance which would attach if this policy had not been issued.

As well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may, or shall appertain, in part or in all, do make *insurance*, and hereby cause himself or themselves and them and every of them, to be *insured*, lost or not lost, at and from the port of

upon Goods and Merchandises, or Treasure, of and in the good Ship or Vessel called the

whereof is Master, for this present Voyage or whosever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called: - BEGINNING the Adventure upon the said Goods and Merchandises from the loading thereof on board the said Ship, and so to continue and endure, until the said Goods and Merchandises shall have arrived at

SPECIMEN

Touching the Adventures and Perils which the said THE MARINE & FIRE INSURANCE COMPANY, LIMITED, themselves are content to bear, and to take upon them in this Voyage; they are of the Sea, Men-of-War, Fire Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes, and People, of what Nation, Condition, or Quality soever, Barraty of the Master and Mariners, and of all other Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants, or Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this *insurance*; to the Charges whereof the said Company will contribute, it is expressly declared and agreed that no acts of the *insurer* or *insured* in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. AND it is agreed that this Writing or Policy of *insurance* shall be of as much Force and Virtue as the surest Writing or Policy of *insurance* made in LONDON. And so the said THE MARINE & FIRE INSURANCE COMPANY, LIMITED, are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators or Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this *insurance*, at and after the rate *per Cent.*

The said THE MARINE & FIRE INSURANCE COMPANY, LIMITED, covenant, promise, and agree and oblige themselves, in case of Loss happening, to satisfy and pay at the sum of Money by them so Assured at the expiration of thirty days after the first proper Notice and Proof of the Loss is given to

for the Company at and at the Exchange of the said sum shall be paid any use or custom to the contrary notwithstanding and no abatement of all Average Losses, and other Matters relating to this *insurance* shall, in like manner, be made by the Agent or office agreeably to the tenor of the Policy, according to the established practice there in such cases. * * * Salt, Saltpetre, Sugar, Jagry, Rice, Corn, Seeds, Grain, Tobacco, and Hides, Skins, and other Auncient and Freight, are warranted free from average under *Five per Cent.*, unless general, or occasioned by the Ship being stranded or craft being stranded sunk burnt or attributable to fire or collision. This *insurance* is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

- (1) Warranted free from capture seizure arrest restraint or detainment, and the consequences thereof or of any attempt therat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, civil war, revolution rebellion insurrection or civil strife arising therefrom, or piracy.
- (2) Warranted free from loss or damage caused by mines torpedoes bombs or other engines of war. Should Clause No. 1 be deleted, Clause No. 3 is to operate as part of this Policy
- (3) Warranted free from any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainments of Kings Princes Peoples Usurpers or persons attempting to usurp power.
- (4) Warranted free from loss or damage caused by strikers locked-out workmen or persons taking part in labour disturbances riots or civil commotions.

Premium at per Cent. In the event of damage no claim for average will be paid under this Policy, unless notice of same has been given to the Agents previous to the survey, and certificate be signed by the Agents of the Company at the port of discharge, or where the Company has no Agents, signed by Lloyd's Agent. All Policies issued abroad and made payable in the United Kingdom are required by law to have a Government Stamp affixed within ten days after date of receipt in the United Kingdom.

Examined

A. (M 184-2/21-CF3)

In witness whereof, I the Undersigned of THE MARINE & FIRE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in TOKIO to Polit of the same tenor and date, one of which being accomplished, the others to be void, this day

For THE MARINE & FIRE INSURANCE COMPANY, LIMITED, in the Year One Thousand Nine Hundred and Forty - One
 Sub-Manager, Marine Dept.

(出所會社) 180035

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