

Dear Sir,

We are under the painful necessity of informing you that, owing to a series of misfortunes during the last eighteen months, we find that we are no longer in a position to meet our engagements, and are accordingly obliged this day to suspend our payments.

As soon as your books have been balanced, we shall call a meeting of our creditors and lay before them a statement exhibiting our liabilities and the means we possess of meeting them. In the meantime we beg that you will suspend your judgment upon us, our embarrassments, as you will discover, having arisen solely from events which it was impossible to foresee, and over which we had no control.

We are,

Yours obediently,



(g) Contract and Agreement. (g) 契約書

Advertising Contract.

An Agreement made this Fifth day of October, Nineteen hundred and Five Between Tanaka Ichizo of Tokyo, (hereinafter called the owner) of the one part and H. K. Hemans & Co. of Yokohama, (hereinafter called the advertisers) of the other part.

Whereby It is Mutually Agreed that the owner will let and the advertisers will take the exclusive right of posting advertisements upon the wall of the owner situate on the left side of his premises known as No. 23, Ogawa-Machi, Kanda-Ku, of Tokyo upon the terms and conditions following, viz. :

1. This agreement shall remain in force for the term of three years from the First day of October, Nineteen hundred and Five unless previously determined as hereinafter provided.
2. The advertisers shall pay to the owner the monthly sum of Yen Fifty only (hereinafter called the rent) for the use of the said wall during the continuance of this agreement payable in advance the first of such payments being made on the signing of this agreement and all subsequent payments to be made on the first day of each calendar month.
3. No advertisement shall be posted on the said wall, to which the owner shall object and for this purpose the advertisers will submit all advertisements to the owner before posting the same.
4. This agreement is entered into upon the condition that if from any accidental cause such as the total or partial destruc-



tion of the said wall it should become practically impossible for the advertisers to exhibit their advertisements on the said wall or any part thereof then and in every such case the owner will make a proportionate abatement in the rent during such time as such impediment shall last which abatement the advertisers agree to accept without any further claim.

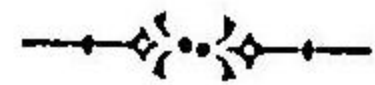
5. At or at any time after the expiration of the said term of three years, this agreement may be determined by either of the parties giving to the other one calendar month's notice in writing expiring on one of the monthly days on which the said rent is made payable.

6. If the advertisers shall become insolvent or fail to pay the said rent within seven days after the same shall from time to time become due it shall be lawful for the owner (although no application for the said rent shall have been made) to cancel this agreement without any notice to the advertisers and thereupon to obliterate or remove all advertisements posted on the said wall.

In Witness whereof we have hereunto set our hands the year and day first above written.

Tanaka Ichizo.

H. K. Hemans & Co.



Agreement with Clerk for Services.

This Agreement, made this fourteenth day of April, Nineteen hundred and Five, Thomas Babcock, of Ohio City, county of Cuyahoga, State of Ohio, of the first part, and Perley White, of Cleveland county of Cuyahoga, State of Ohio, of the second part:

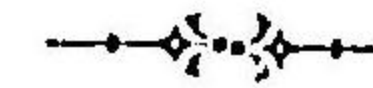
Witnesseth, that said Perley White agrees faithfully and diligently to work as clerk and salesman for the said Thomas Babcock, for and during the space of five years from the date hereof, should both live such length of time, without absenting himself from his occupation; during which time, he, the said White in the store of said Babcock, of Ohio City, will carefully and honestly attend, doing and performing all duties as clerk and salesman aforesaid, in accordance and in all respects as directed and desired by the said Babcock.

In consideration of which services, so to be rendered by the said White, the Babcock agrees to pay to the said White the annual sum of Twelve Hundred Dollars, payable in twelve equal monthly payments each upon the last day of each month; provided that all dues for days of absence from business by the said White shall be deducted from the sum otherwise by this agreement due and payable by the said Babcock to the said White.

Witness our hands.

Thomas Babcock.

Perley White.





**Conditions of Agency.**

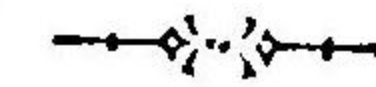
Dear Sirs,

Herewith we beg to submit for your approval the conditions on which we undertake the purchase and despatch of goods for the account and risk of Messrs. Nacacima & Co., Tokyo.

1. Messrs. Nacacima & Co. will pay us a commission of  $2\frac{1}{2}$  per cent on the value of the goods and cost of shipment.
2. Our invoices and commission will bear interest at the rate of 5 per cent per annum from the date of the despatch of the goods, and will be paid in paper on London within the period of six months.
3. If, through unexpected circumstances, they do not reimburse us at due date, an extra commission of  $\frac{1}{2}$  per cent per month will be charged for the time which may elapse after the period arranged.
4. They will pay us for the sale and exchange of all their goods, a commission of  $\frac{1}{4}$  per cent including brokerage; we collecting or negotiating bills without commission, but adding to the total amount of our invoices a bank commission of  $\frac{1}{8}$  per cent to compensate us for the amount we pay our banker.
5. We concede them all discounts and concessions we may obtain on purchases or payments, excepting only on the 30 days generally conceded by sellers, which we retain ourselves.
6. We take no responsibility for the packing or the preparation of shipping documents, since they will be drawn up on their instructions; we shall always effect insurances on the best terms, but at their risk.

We hope you will find the conditions we have mentioned in accordance with our oral arrangement, and will thank you to acknowledge receipt of this in repeating the conditions.

Respectfully yours,





### Appointment of Exclusive Selling Agents.

An agreement made this Eighth day of February, Nineteen Hundred and Five between the American Food Products Company of Market Street, New York, U. S. A., of the first part, and the firm of Nacacima Shokwai of Misakicho, Kanda, Tokyo, Japan, of the second part.

1. The American Food Products Company hereby appoints the firm of Nacacima Shokwai to be sole agents for the said American Food Products Company for the sale of the products of the said Company in every part of the Empire of Japan, including Formosa, and authorizes the said firm to make such appointment public in such manner as the said firm may deem necessary by advertisement or otherwise.

2. As remuneration for the services of the said firm, the said American Food Products Company engages and agrees to pay commission to the said firm of Nacacima Shokwai at the rate of five per cent (5%) of the value of the products sold by the said firm, exclusive of bottles, tins and packages.

3. The American Food Products Company engages and agrees to afford the said firm of Nacacima Shokwai every possible facility and assistance in the said firm's work of introducing and selling the products of the said American Food Products Company to the public, and for the purpose of allowing ample discounts, and in consideration of the provisions of Clause 4 of this agreement the American Food Products Company authorizes the said firm of Nacacima Shokwai before settling accounts for products sold to the said firm to deduct a discount of ten per

cent (10%) on the gross value thereof, exclusive of the price of cases.

4. In consideration of the foregoing the said firm of Nacacima Shokwai engages and agrees with the American Food Products Company that the firm will not directly or indirectly be interested in the sale of any other similar products but those of the American Food Products Company, and will faithfully, and to the utmost limit of the said firm's knowledge and experience introduce and sell the products of the said American Food Products Company to the public for which purpose the said firm will employ commercial travellers and advertise either by newspaper notices, placards, posters and circulars, or by any similar means, to such extent as in the judgment of the said company and of the said firm shall be advisable and necessary to keep the public informed and induce them to purchase the said Company's Products. The said American Food Products Company will contribute to such advertising expenditure by paying a sum not exceeding Five thousand Yen (Yen 5,000.00) per annum. In the event of any important temporary demonstrations by way of advertisement being advisable for the interest of the Company the expense thereof, if agreed to by the Company, shall be borne in the proportion of two-thirds by the Company and one-third by the said firm.

5. The said firm of Nacacima Shokwai engages and agrees with the American Food Products Company to pay the monthly account by cheque on the New York Banking Corporation to reach the said Company within six months from the end of each month.

6. For the better securing the fulfilment of the engage-



30-27

ments of the firm of Nacacima Shokwai under this agreement the said firm hereby agrees and undertakes to procure two sureties satisfactory to the American Food Products Company, who shall severally guarantee to the extent of Ten thousand Yen (Yen 10,000.00) each in writing to the said Company the due payment of the obligations entered into by the said firm of Nacacima Shokwai under this contract.

7. The said firm of Nacacima Shokwai engages and agrees that having regard to the discount of 10% which the said firm is allowed to deduct as in Clause 3 mentioned and of the assistance received towards advertising as in Clause 4 mentioned the said firm will make no charge for services rendered and expenses directly and indirectly connected with the agency beyond the commission provided for in this agreement.

8. The said firm of Nacacima Shokwai engages and agrees faithfully to report to the Company, whenever so requested, on the working of the Company's business in Japan.

9. The parties hereto further mutually agree that any breach of the stipulation of this agreement shall at the option of the party aggrieved terminate this agreement.

10. This agreement shall continue in force, unless sooner terminated at the option of the party aggrieved upon the breach of any of its stipulation as aforesaid, until one party shall give to the other six months notice in writing of the intention to determine the same, but no such notice shall be given before the Thirty first day of December, Nineteen hundred and six.

In witness whereof T. B. Connell, President of the said American Food Products Company, of the one party, and Sasaki Bunzo, Manager of the said firm of Nacacima Shokwai, of the



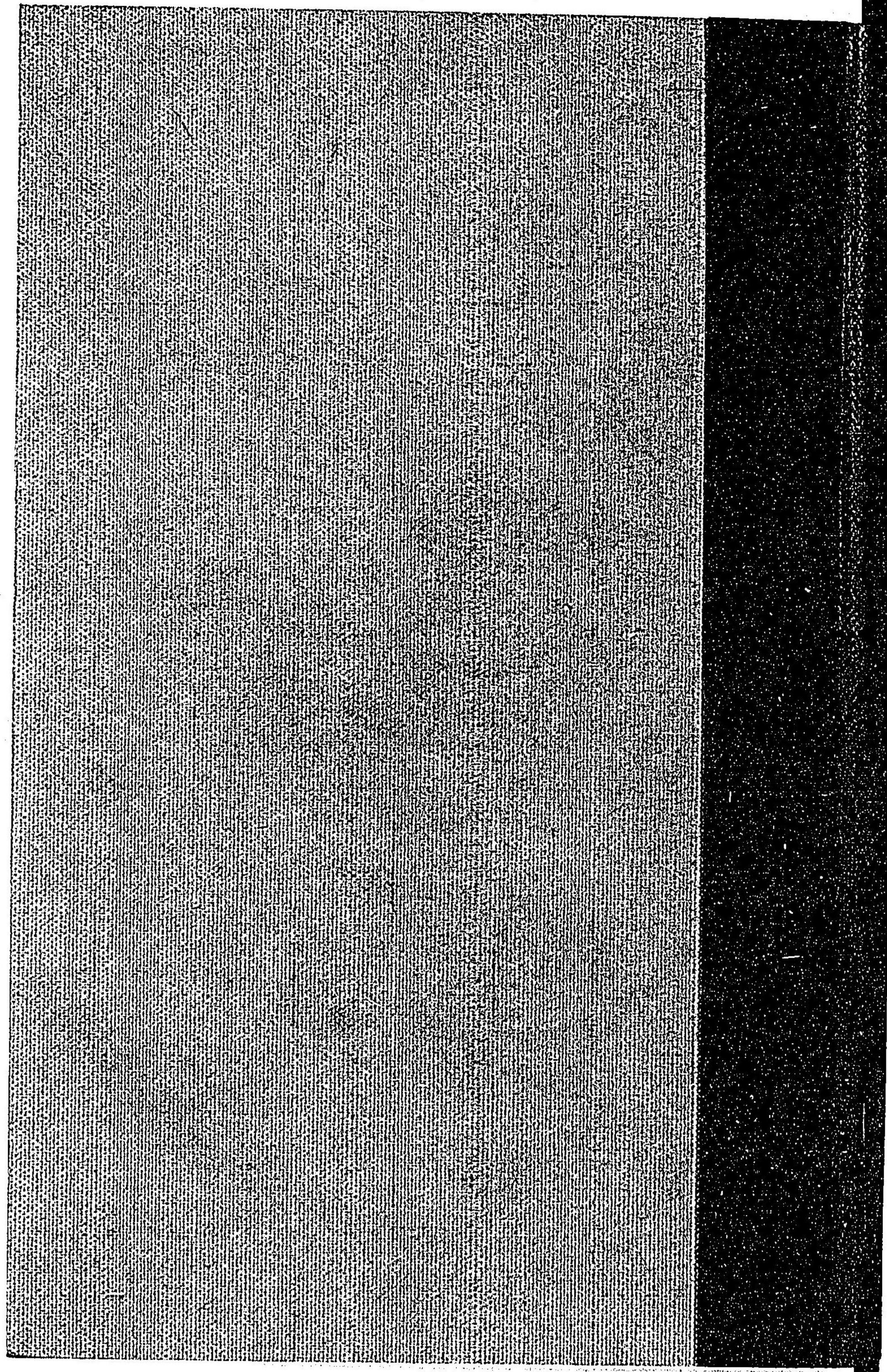
欠

MISSING











204949-000-2

特54-561

中島英語商業通信

中島 鉄造/著

M38

EDU-0244



Nacacima's English  
Commercial Corres-  
pondence.

国立国会図書館



Nacacima's English  
Commercial Corres  
pondence.

国立国会図書館