捕獲事件記錄

事件番號	受理年月日	拿捕船名	拿捕シタル艦隊部隊及指揮官	拿捕セラレタル船舶船長	船舶所有者	擔任評定官	檢察官	書記
第九號	昭和十七年一月十一日	巴奈馬國汽船 ラモナ號	佐世保捕獲審檢所 上海港務部長 海軍大佐中邑三司	諾威國人 ラエル・ナナンー・センメル	昭和十七年七月一日	中佐 小森	中	山辺 秋月

船舶所有者住所	船舶國籍	船舶種類	噸數	船舶價格	船舶國籍喪失年月日	船舶國籍喪失原因	備考
昭和十七年十二月十七日	昭和十八年一月十三日						

乙 九四

警視庁警察官ニ通知済

佐捕甲第九九號

昭一七、七、十 担任変更ニ付中島詳之丞ニ通知

佐捕甲第一〇一號

同日 右担任変更ニ付稲垣警官ニ通知

一七、一二、一五

佐捕甲第一七八號

警視庁警察官ニ左上

一七、一二、一五

佐捕甲第一七九號

昭一七、十中島詳之丞ニ左上

昭和拾七年拾壱月参日

佐捕乙第五二三號

所定領書受領ノ件内閣ニ報告

昭和拾六年拾壱月六日

佐捕乙第一三號

所定抵当株式ノ件内閣ニ報告

昭和拾六年拾壱月拾四日

佐捕乙第七五二號

所定抵当株式ノ件司令長官ニ通知

昭和拾八年九月拾四日

佐捕乙第七五三號

所定抵当株式ノ件内閣ニ報告

九、二、モナ

領置物總目錄兼處分票

領置票番號 第三四號

番號	品目	員數	被押收者ノ住所氏名	押收日等ノ丁數	命令官印	命令要旨	處理顛末	處分
一	所有権移転ニ関スル書信	一	船長フエルダナンド、セツメルマン	三			昭和 年 月 日	
二	航海日誌	一	〃	〃			昭和 年 月 日	
三	パナマ運河噸税証書	一	〃	〃			昭和 年 月 日	
四	検疫濠	一	〃	〃			昭和 年 月 日	

佐世保捕獲審檢所

番號	品目	員數	被押收者ノ住所氏名	押收目錄ノ等丁數	命令官印	命令要旨	處理顛末	處分
五	國營滿載吃水線証明書	二	船長 アエルダンドルセンメルマン	三			昭和 年 月 日	
六	米國船舶司令部航行証明書	一枚	〃	〃			昭和 年 月 日	
七	船主代理人宛米國船舶司令書信	一枚	〃	〃			昭和 年 月 日	
八	船員契約書	一	上海 帝國總領事	三一			昭和 年 月 日	
九	國籍証書	一	〃	〃			昭和 年 月 日	

佐號第三十八號ノ一 日本標準規格B列五號

文書ノ標目

目錄	丁數	備考
供述書	一	
受領証	四	
委託書	五	
提出書類目錄	六	
船長アエルダンドセンメルマン聽取書	八	
船籍等調査ノ件照會控	一二	
載貨使用ニ関スル併調査ノ件照會控	一三	
船籍等調査ノ件照會	一四	
追送書	一五	
載貨使用ニ関スル調書送付書	一六	
右調書	一七	
聽取書（海事豫備中尉斉藤方野）	一九	
參考書類	二二	

左世保補獲審檢所

文書ノ標目	丁數	備考
覽	二四	
信託証写	二五	
右訳文	二六	
調査書	二八	
調査請求書	二九	
拿捕船ニモ号船舶書類送付件	三〇	
右同件	三一	
外國商社調査ニ関スル件	三二	
船長フエルチナレド・セレメルマレ聽取書（三回）	三四	
再調査書	三七	
意見書	三八	
公告掲載方嘱託書	三九	
檢定書	四〇	

文書ノ標目	丁數	備考
右謄本送付報告書	四二	

上港機密第二三號ノ六五

供述書

船名　パナマ汽船 Ramona

一、右ハ昭和十六年十二月八日支那方面艦隊司令長官ノ命ニ依リ上海港内ニ於テ拿捕セリ

二、拿捕ノ理由

パナマ國國旗ヲ揭揚セルニ付

三、拿捕當時ノ狀況

船長以外不在、船長ハ上海捕虜收容所ニ收容中

四、載貨

石炭約一〇八〇噸、内約八三〇噸ハ第一海軍軍需部ニ引渡其ノ他ハ同航用トシテ使用

五、武器彈藥

海軍

（稿本保管會納）

文書ノ標目

丁數	備考

佐捕第二十一號　日本標準規格B列四號

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拳銃彈　二〇　拳銃　一

右上海方面根據地隊參謀ニ引渡

六、拿捕スベキ船舶多數ノ爲拿捕ノ際海戰法規第百五十三條ニ依ル手續ヲ行フ暇ナク之ヲ省略セリ

七、船舶書類

別紙目錄ノ通

右ノ通ニ有之候

昭和十六年十二月二十五日

上海港務部長　中邑元司

佐世保捕獲審檢所長殿

海軍

上海港務部長印

(文書番)

船舶書類目録 (RAMONA)

1.	Log Book	1
2.	Health Book	1
3.	International Load Line Certificate	1
4.	Panama Canal Tonnage Certificate	1
5.	Seaworthy Certificate	1
6.	Certificate Of Surveyor	1
7.	Provisional Load Line Certificate	1

建 年

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佐捕甲第一號

受領書

一 已奈馬國汽船ラモナ及其ノ搭載物件

一 仮逮書其ノ他ノ書類一括

右 已奈馬國汽船ラモナ

受領候也

昭和十七年一月十一日

佐世保捕獲審檢所長官 草野豹一郎

一號

捕獲事件ニ付

上海海軍港務部長

代理支度 福富績 殿

右領收ス

昭和十七年一月十一日 上海港務部長 代理士官 [illegible]

佐捕甲第二號

委託書

一 巴奈馬國汽船ヲモナ及其ノ搭載物件

右 巴奈馬國汽船ヲモナ 捕獲事件ニ付

引渡ヲ受ケ候様貴廳ニ於テ御保管相成度此段委託候也

昭和十七年 一月十一日

佐世保捕獲審檢所長官 草野豹一郎

二號

佐世保鎮守府司令長官 谷本馬太郎 殿

右領收ス

昭和十七年一月十一日

佐世保鎮守府司令長官

一號

提出書類目錄

巴奈馬國汽船ラモナ捕獲事件ニ付上海港務部長代理士官海軍特務大尉福富績ノ提出シタル書類左ノ如シ

一、航海日誌　壱冊
一、健康證明書　壱冊
一、汽船吃水證明書　壱通
一、巴奈馬運河噸數證明書　壱通
一、耐航證明書　壱通
一、檢査證書　壱通
一、汽船吃水證明書　壱通

合計　七点

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昭和十七年一月十二日佐世保市相浦港碇泊ラモナニ於テ上海港務部長代理士官海軍特務大尉福富績及ラモナ船長フエルヂナンド・センメルマンノ面前ニ於テ開封シ右目録ヲ調製シタル上上海港務部長代理士官海軍特務大尉福富績及ラモナ船長フエルヂナンド・センメルマンニ読聞カセタルニ之ヲ承認シタルニ依リ共ニ署名捺印(ラモナ船長ハ署名ノミニス

佐世保捕獲審検所評定官 卜部武久

佐世保捕獲審検所書記 秋年實

上海港務部長代理士官海軍特務大尉 福富績

ラモナ船長 Fernando Sennemann

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聽取書

巴奈馬國「ラモナ」號捕獲事件ニ付昭和十六年一月十二日佐世保市相浦港碇泊中ノ「ラモナ」號ニ於テ評定官小森武介ニ對シ海軍予備中尉安永弘介ヲシテ同船々長フエルヂナンド、センメルマンノ爲シタル申供左ノ如シ

一氏名ハフエルヂナンド、センメルマン

一年齢ハ四十九年

一職業ハ船長

一國籍ハ諾威國

一住所ハ香港九龍

一兵籍ハアリマセン

一船名ハ「ラモナ」號

佐世保捕獲審検所

一、船籍ハ巴奈馬
一、定繋港ハ巴奈馬市
一、船種ハ貨物船
一、船主ハウアレム商會 Wallem & Co. デアリマスガ同
会ノ本店ハ諾威國「ベルゲン」ニアリマス
一、船籍ヲ巴奈馬國ニ移轉シタ年月日ヲ承知シテ
居リマセヌ
一、「ラモナ」號ノ総噸数ハ三千五百十三噸、登簿噸
数ハ二千二百八噸デアリマス
一、「ラモナ」號ハ千九百二十年紐育ニテ製造サレ
マシタ
一、私ノ本船ニ長トシテノ在職期間ハ七ヶ月デ船主

トノ関係ハ單ナル雇傭関係ニスギマセヌ。本船ニ乗ル
前ハ巴奈馬國籍「ホッシ」號ノ船長ヲ致シテ居
リマシタ。
一、本船ハ印度支那ノホンゲイ・マイン Hongay Mine ヨリ
上海ノホンゲイ・セール Hongay Sale ニ石炭ヲ運搬ス
ルノニ従事シテ居リマシタ
「ホンゲイ・セール」ト言フノハ佛蘭西人ノ経営スル会社
ト思ヒマスガ詳細ノ事ハ存ジマセヌ。事務所ハ上海ニ
在リマス。
一、本船ノ掲揚ノ權利ヲ有スル國旗ハ巴奈馬國國旗デ
アリマス
一、本船ガ拿捕サレタノハ昨年十二月八日午前五時半

頃ノ事デアリマスガ當時本船ハ上海港公園上流ノ気象台前ノ浮標ニ繋留シテ居リマシタ

一、本船ガ拿捕サレタ時私ハ未ダ就寝中デアリマシタガ日本海軍下士官五、六名ガ私ノ所ニ来テ日米間ノ開戰ノ事ヲ書イタ紙片ヲ示シテ私ヲ伴ツテ行キマシタ

一、本船ノ乗組員ハ五十名居リマスガ私ノ外ハ全部支那人デアリマス、拿捕サレタ當時モ何名乗組員ガ居タカ存ジマセヌ

一、本船ニハ乗客ハ一名モ居リマセヌ

一、本船ガ拿捕サレタ當時本船ニハ約三百噸ノ印度細炭ヲ積ンデ居リマシタガコレハ印度支那ノホンゲイ、マインニテ採掘シタ石炭ヲ昨年十一月二十九日印度支那ノ

カンファポートニテ約四千噸積込ミ同年十二月五日上海ニ着キ陸揚シタ残リデアリマス

一、右ノ印度細炭ハホンゲイ、セールニ引渡スベキモノデアリマス

一、本船ハ同年十二月九日上海ヲ出テカンファポートニ向フ予定デアリマシタ

一、其ノ外ニ拿捕當時ハ貨物ヲ積ンデ居リマセヌデシタ

一、私ハ拳銃一、拳銃弾二十ヲ持ツテ居リマセヌ、信號用トシテ拳銃ヲ船ニ備フル事ニナツテ居リマスカラ本船ニ在ツタノハ其レカモ知リマセヌ

一、本船ノ機関船体ハ完全デアリマシテ損傷ノ個所ハアリマセヌ

一、船舶書類ヲ偽造変造、破棄シタモノハアリマセヌ

一、船舶國籍證書乗組員名簿ハ在上海亜米利加総領事館ニ提出シテ居リマス

一、尚船舶書類中ノ載貨帳簿、載貨ニ関スル書類ハ私ノ部屋ノ机ノ抽斗ニ納メテ居リマス、御覧ニナレバ充分判ルト思ヒマスカラ提出致シマス

一、私ハ以前ヨリ日本ト米國英國トノ間ニ戰爭ガ起ルノデハナイカト思ッテ居リマシタガ戰爭ノ始マッタ事ヲ知リマセヌデシタ

右ハ審記之ヲ錄取シ本人ニ讀聞カセタルニ相違ナキ旨陳述シタルニ依リ共ニ署名拇印ス

前同日於同所

佐世保捕獲審檢所評定官 小倉武人

佐世保捕獲審檢所書記 秋年寅

申 供者 F. Tsumuhiram

佐捕乙第二七號

昭和十七年一月十六日

佐世保捕獲審檢所長官　草野　豹一郎

外務大臣　東郷　茂徳　殿

拿捕船「ラモナ」號船籍等調査方ノ件照會

客年十二月八日上海ニ於テ帝國海軍ニ拿捕セラレタル巴奈馬國貨物船「ラモナ」（Ramona）號目下當衙ニ於テ審査中ノ處同船長「センメルマン」（F.Semmelmann）ハ同船ノ船舶國籍證書ヲ上海駐在亞米利加（合衆國）領事館ニ提出シ置キタル旨申供致居候ニ付至急右船舶國籍證書ヲ任意提出セシメラルルカ又ハ同領事館關係者ヲシテ右船舶國籍證書ニ依リ同船ノ船籍、船種及船主竝ニ該船籍ヲ巴奈馬國ニ移轉シタル年月日ヲ證明セシメラレタル上該船舶國籍證書又ハ證明書御同送相煩度

申　井　蒼

藤　原

佐世保捕獲審檢所長官

佐世保捕獲審檢所長官

前同日付同書

右ハ共ニ署名ハ本人ニ間違ナキヤ否ヤ確ムルニ由ナキヤ否ヤ

追而右船長ハ同船ノ船籍ハ巴奈馬國ニシテ諾威國「ウオレム」會社ノ所有ニ屬スル旨申供致居候

（終）

佐捕甲第一五號

昭和十七年一月十六日

佐世保捕獲審檢所評定官

上海港務部長　殿

拿捕船「ラモナ」號載貨使用ニ關スル調書送付方ノ件照會

本月十日回航ノ拿捕船「ラモナ」號ニ拿捕當時搭載シ居タル印度細炭約千八十噸内約八百三十噸ハ第一海軍軍需部ニ引渡其ノ他ハ回航用トシテ使用セラレタル趣ナルニ付右細炭使用ニ關スル調書ヲ海戰法規書式第十一ニ準ジ作成ノ上至急御送付相成度

（終）

佐世保捕獲審檢所

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寫

佐捕乙第二七號

昭和十七年一月十六日

佐世保捕獲審檢所長官　草野約一郎

外務大臣　東郷茂徳　殿

拿捕船「ラモナ」號船籍等調査方ノ件照會

客年十二月八日上海ニ於テ帝國海軍ニ拿捕セラレタル巴奈馬國貨物船「ラモナ」（Ramona）號日下當衙ニ於テ審査中ノ處同船長「センメルマン」（F.Sommelmann）ハ同船ノ船舶國籍証書ヲ上海駐在亜米利加合衆國領事館ニ提出シ置キタル旨申供致居候ニ付至急右船舶國籍証書ヲ任意提出セシメラルルカ又ハ同領事館關係者ヲシテ右船舶國籍証書ニ依リ同船ノ船籍、船種及船主ヲ巴奈馬國ニ移轉シタル年

（終）

度既往相当後至上海ノ途中ニ於テ拿捕セラレタル細菌研究用ニ關スル顛末書ヲ獨逸陸軍當局ニ提出セラレタモノニ用ヒ其ノ他ハ同様ノ目的ニ使用セラレタモノニ付本邦ハ一般軍需品ニ關シ其ノ他ハ同様ノ目的ニ使用セラレタル細菌ニ關スル顛末書及付属ノ書類ハ本月十日同日ノ船舶「モチヤ」號ニ拿捕當時帝國ノ領海ニ居ラサリシ旨申供ヘ居リ候

拿捕「モチヤ」號貨物ニ關スル顛末書及付属ノ書類ノ件照會

内閣書記官長　藤原銀次郎

昭和十七年一月十七日

月日ヲ證明セシメラレタル上該船舶碇泊書又ハ證明書御問送相煩度

追而右船長ハ同船ノ船籍ハ巴奈馬國ニシテ警戒砲「ウオレム」會社ノ所有ニ屬スル旨申供致居候

（終）

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佐捕甲第一一號

追送書

一、ラモナ 拿捕 虜 私有金 三仟

一、

右ハ拿捕船ラモナノ物件ナルニ依リ保管者タル責官ニ及追送候也

昭和十七年一月十七日

佐世保捕獲審檢所評定官 山森武夫

佐世保鎮守府司令長官谷本馬太郎殿

右領收ス

昭和十七年一月十日

佐世保鎮守府司令長官

佐領第 号

上港機密第二三號ノ一四

昭和十七年一月三十七日

上海港敵力部長

佐世保捕獲審檢所評定官殿

拿捕船司モナ號載貨使用関ス調書件送付

佐捕甲第一五號ノ一ノ今首題件別紙通リ送付致候

（別紙添）

（終）

上務長

1.2.2.

第一課

昭和十七年一月十七日

佐世保捕獲審檢所評定官

海軍大佐 谷本馬太郎

拿捕船司モナ號貨物使用関ス調書

一、

一、

右ノ通リ送付致候也

追テ拿捕船ハ本日

佐世保港ニ入港ス

海軍書記 [illegible]

拿捕船載貨使用ニ関スル調書

英國汽船 Ramona
船長 F.Semmelman

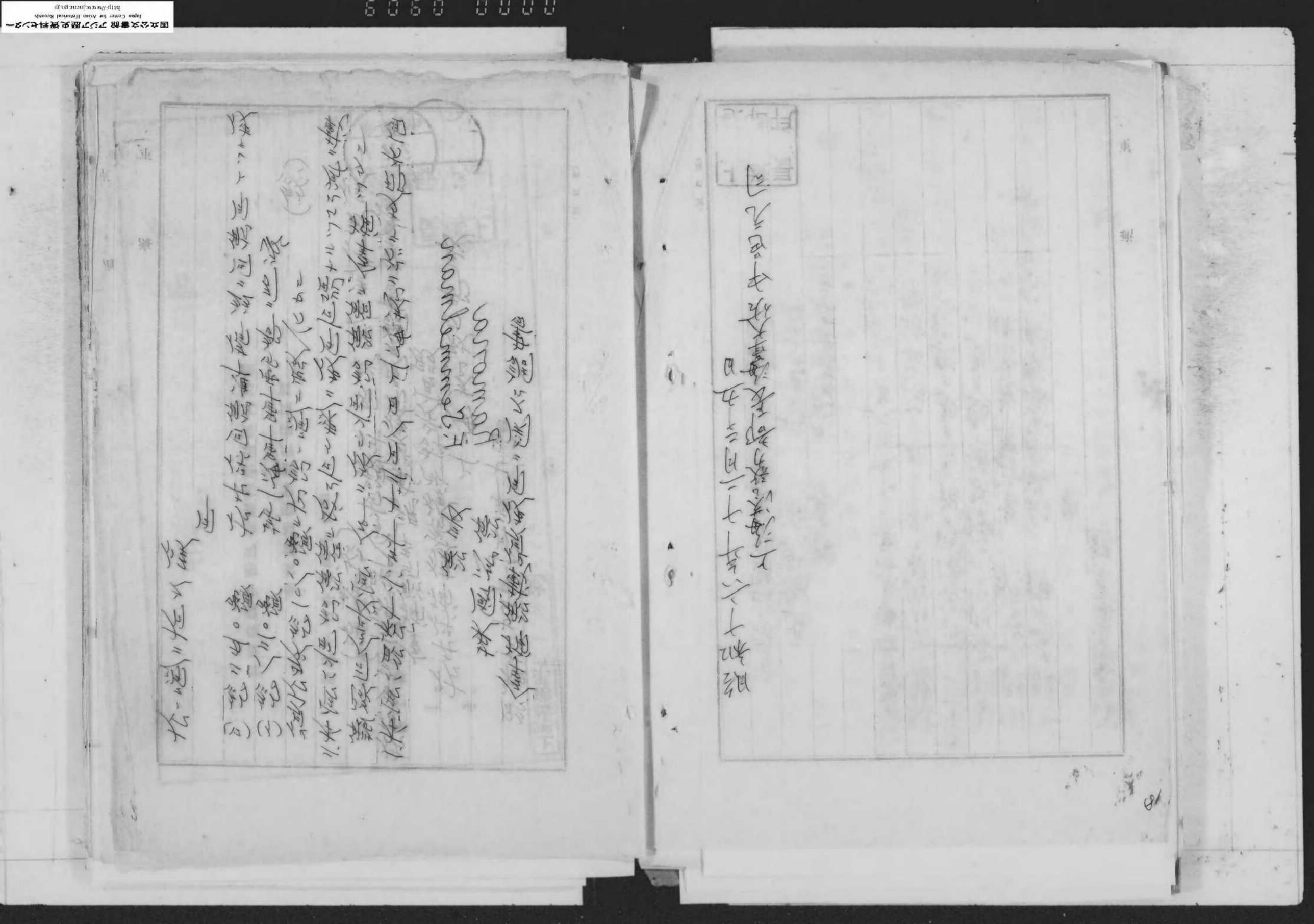
一、本官ハ昭和十六年十二月八日上海港ニ於テ支那方面艦隊司令長官ノ命ニ依リ前記船舶ヲ拿捕シタリ

二、本官ハ前記船舶ニ成ル可ク速ニ使用可能ナラシムル爲ニ載貨石炭約一〇〇〇噸ヲ左記ノ通リ處分ノセリ

(イ) 約八三〇噸　第一海軍軍需部ニ引渡

(ロ) 約二五〇噸　佐世保回航準備並ニ回航用トシテ使用

右ノ通ニ有之候



聽取書

捕獲事件ニ付昭和十七年

第船うとす號

一月二十五日上海港務部ニ於テ評定官小森武介ニ對シ海軍豫備中尉齊藤方郎ノ爲シタル申供左ノ如シ

一氏名ハ　齊藤方郎

一年齢ハ　當三十八年

一官職等級ハ海軍豫備中尉

一所屬ハ　上海港務部

一本官ハ昭和十六年十二月五日第一警戒隊江上警戒隊第一拿捕及警戒隊指揮官ニ任ゼラレマシタ

第一警戒隊指揮官ハ上海港務部長海軍大佐中邑元司ガ兼任セラレテ居リマス

一本官ハ第一拿捕及警戒隊指揮官ニ任命セラルルト同時ニ第一警戒隊指揮官ヨリ黄浦江上蘇州河附近ノ曲角ヨリ約十哩上流ノ間ニ在泊中ノ米國、英國、和蘭國、諾威國、丁抹國、希臘國、巴奈馬國ノ船舶、交通艇、曳船、舟船等ノ動靜ノ調査ヲ命ゼラレマシタノデ「ロイド、レヂスター」江海關登錄簿各船ノ掲揚シテ居ル國旗等ニ依ツテ其ノ國籍ト動靜ヲ調査致シマシタ

同月八日午前四時三十五分第一警戒隊指揮官ヨリ上海港域内ノ敵國及敵性國ノ船舶ノ拿捕ヲ命ゼラレマシタノデ直ニ前日迄ノ本官ノ調査ニ依リ前述各敵國及敵性國ノ國籍ヲ有スルコト明瞭ナル船舶ノ臨檢拿捕ヲ實施致シマシタ

所有ノ諸敵國ノ船デアリ敵性明ナルニ依リ之ヲ拿捕シタノデアリ

マス

一拿捕當時ノ本船ノ船舶書類ハ供述書添附ノ目錄ノ通リデアリマス

一本船ノ船長ハ拿捕當時船内ニ居リマセンデシタノデ抑留致シマセンデシタ

一本船ハ拿捕ノ時上海港務部ニ於テ保管シテ居リマシタガ去ル一月　日海軍特務大尉福島繁次郎ノ指揮ノ下ニ回航致シマシタ

一本船ハ拿捕ノ時約千八十噸ノ石炭ヲ搭載シテ居リマシタ

右ハ書記之ヲ錄取シ本人ニ讀聞カセタルニ相違ナキ旨陳述シタルニ依リ共ニ署名捺印ス

前同日同所ニ於テ

佐世保捕獲審檢所評定官　小森武介

佐世保捕獲審檢所書記　浦吉之

通事

申供者　高森方助

22

No. 壹

◎フセナ號

本船ハ昭和十五年三月香港ワーレム商會ヲ通シ大津航業公司ハ通版公司）カ買船ハナマ籍船トセリ爾後上海アイランド航業公司ニ運航一切ヲ委任上海、南洋方面間ニ就航シ居タリ

然處昭和十六年春本船出資者ノ一人順宗塤カニードウッド號船主徐賁生ヨリ融資ヲ受ケ之カ返済ニ本船ノ株ヲ充當スルコトトナリタルカ徐賁生ハ此ヲ機會ニ自己友人ヲ加ヘタル株主組織ニ改變スヘク協議ノ結果本年三月左記ノ如ク内容變更ヲ見タリ

業	新（大津航業）	一一〇、〇〇〇株弗
順宗	塤（大津航業）	一一〇、〇〇〇株弗
徐賁生	ニードウッド號船主）	一〇〇、〇〇〇株弗
鄭良	風（フオシユ號船主）	四〇、〇〇〇株弗
伍德	鄭氏共同出資者）	二〇、〇〇〇株弗
汪少	鶴（徐氏共同出資）	二〇、〇〇〇株弗
	計	四〇〇、〇〇〇株弗

23

No. 貳

然ルニ徐貴生ハ本船株所有ニ富リ友人連ラ參加セシメ漸次自己勢力ヲ扶殖將來山下汽船ニ傾船セシムル方針ナリシカ前記大津航業側株主カ未タ全幅的ニ賛同セサル爲山下傾船ノ動議モ亦ニ其ノ過半數株ニヨリ反對ヲ受ケ今日ニ至リ未タ我方ヘノ傾船具体化ニ至ラサリシ次第ナリ

山下汽船株式會社上海支店
電話 七一三八 七〇〇三

爾御船ノ模様ハ貴資料トシテノ山下汽船株式會社上海支店長代理善然孝ヨリ提出アリタルモノヲ受領ス

昭和十七年二月二日

然上海海関
担任評定官 小森武介

覽見

汽船ニテ號捕獲事件ニ付山下汽船株式會社上海支店長代喜
純孝ヨリ別紙「信託ノ宜言書」一通參考資料トシテ提出アリタルモノ
ヲ受領ス

昭和十又年二月三日

於上海海関

佐世保捕獲審檢所
担任評定官 小森武介

25

信託証写

DECLARATION OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WALLEM & COMPANY HEREBY CONFIRMS AND DECLARES that the following vessel conveyed to it by a Bill of Sale of even date herewith from the Pacific United Navigation Co., a Chinese Corporation, is still the property of the said Pacific United Navigation Co., and that said property is held IN TRUST to dispose of as the said Pacific United Navigation Co., its successors and assigns may direct in writing. The property above referred to is :

S.S. "RAMONA" 3513 TONS AND 2208 TONS NET, BUILT 1920, CLASSED WITH AMERICAN BUREAU OF SHIPPING

with everything belonging to her onboard, including all equipment, spare gears, cabin fittings, furniture, deck and engine stores, and all other necessaries thereunto appertaining and belonging and there existing; and WALLEM & COMPANY does FURTHER CONFIRM AND DECLARE that it has been compensated in full by the said Pacific United Navigation Co., for acting and continuing to act as the registered Owners of said property and for holding said property IN TRUST for said Pacific United Navigation Co.

WALLEM & COMPANY does HEREBY UNDERTAKE AND AGREE that it will not in any way encumber said property to take any action with respect thereto, which might in any way prejudice the interests of the said Pacific United Navigation Co., its successors or assigns in and to said property.

IN WITNESS WHEREOF these presents have been executed at Shanghai, China, the 17th day of April, 1941.

WALLEM & COMPANY

Witness

表記委托證書寫ハ
同正本閲覽ノ上眞
正寫ナルコトヲ證
ス

上海福州路三十號
山下汽船株式會社上海支店
支店長

信託証（要訳）

本書ヲ以テ関係者各位ニ告ク

署名者「ワーレム・アンド・カムパニー」ハ支那會社「パシフィク・ユナイテッド・ナビゲーション・カムパニー」ヨリノ本書ト同日附ノ責渡証書ニ依リ自己ニ渡サレタル左記ノ船舶ヲ依然トシテ右「パシフィク・ユナイテッド・ナビゲーション・カムパニー」ノ所有財産ニシテ「ワーレム・アンド・カムパニー」ハソレヲ委託サレ居ルモ同財産ハ右「パシフィク・ユナイテッド・ナビゲーション・カムパニー」及ヒソノ相続人又ハ指定代理人ノ書面ニヨル指示ニ従ヒ処分サルヘキモノナル事ヲ茲ニ確認シ宣言ス右財産トハ

汽船「ラモナ」號　　總噸數　三五一三噸
　　純噸數　二二〇八噸

建造年　一九二〇年

米国船舶局ニ格付サレタルモノ

及ヒ同汽船内ノ総テノ道具、予備品、室内用品、家具、甲板及ヒ機関室用消耗品並ニ右ニ附属スル他ノ総テノ必需品ヲ包含スルモノナリ

「ワーレム、アンド、カムパニー」ハ更ニ右財産ノ登録所有者トシテ行動シ又同行動ヲ継続スル事並ニ「パシフイク、ユナイテッド、ナビゲーション、カムパニー」ノ為ニ右財産ヲ保管スルコトニ対シ右「パシフイク、ユナイテッド、ナビゲーション、カムパニー」ヨリ充分ナル報酬ヲ受ケタル事ヲ確認シ宣言ス

尚「ワーレム、アンド、カムパニー」ハ右財産ニ関シソレヲ利用シテ「パシフイク、ユナイテッド、ナビゲーション、カムパニー」及ヒソノ相続人又ハ指定代理人ノ利益ヲ危殆ナラシムルカ如キ行為ハ絶対ニ為サヽルコトヲ茲ニ承諾シソレヲ誓約ス

右ヲ証スルニ當リ一九四一年四月十七日支那、上海ニ於テ本書ニ署名調印ス

「ワーレム、アンド、カムパニー」

担當者　署名

立會人　署名

右原本ヨリ翻訳ス

通事　利行　斌

佐捕口達 四号

第九号

調査書

巴奈国沖船ラモ十号 捕獲事件ニ付事實ノ調査ヲ了ヘタルヲ以テ之ガ取調書類ハ拿捕シタル艦船部隊指揮官ノ供述書ト共ニ別冊記録ニ編綴致置候條供述書ノ附屬書類相添ヘ別冊記録及送付候

昭和十七年二月十日

佐世保捕獲審檢所

擔任評定官 小井武八

佐世保捕獲審檢所檢察官

御中

審査請求書

巴拿馬國　ラモナ號

右事件ニ付意見書作成上必要有之候條左記事項調査ノ上書類送付相
成度此段及請求候也

記

調査事項

一、右船舶ノ載貨ノ所有者
一、右載貨ノ荷送人及荷受人
一、右載貨ノ仕向地

昭和十七年三月十七日

佐世保捕獲審檢所
檢察官

佐世保捕獲審檢所
擔任評定官　小森武外

佐世保捕獲審檢所

17.3.18

秘

長官

附属物別便

條二秘第九三號

昭和十七年三月二十八日

外務大臣　東郷茂德

佐世保捕獲審檢所長官　殿

拿捕船「ラモナ」號船舶書類送付ノ件

本件ニ關シ一月十六日附佐捕乙第二七號貴信ヲ以テ御依頼ノ趣ハ當時在上海堀内總領事宛申送リ置タル處今般同總領事ヨリ秘第六四九號ヲ以テ「ラモナ」號船舶書類ヲ送付越シタルニ付右茲ニ轉送ス御査收相成度

尚在上海總領事來信寫一部爲念添附ス

外務省

第六号

記

1 Shipping Article

Patente de Navegacion

此ノ上佐世保捕獲審檢所ノ判決書類左ノ通リ第二三號書信ヲ以テ御申越ノニ付御送付ノ件

本件ニ關シ一月二十一日附條二番甲第二三號書信ヲ以テ御申越ノ「ヲキナ」號船捕獲ノ件

外務大臣　東　鄕

在上海
總領事　堀内干城

明和十七年三月十八日

稿第六四九號

外務省

第二號

印度十七年十二月三十八日

清國上海

代理領事　東　郷　茂　徳

汽船「ヲキナ」號

本船ハ一月十六日ニ當港ヲ出帆シ同廿二日ニ上海ニ到着シタルモノニシテ其間ニ於テ他ノ船舶ニ遇ハサリシ

當港ニ於テ本船ハ一月十六日ニ當港ヲ出帆シ同廿二日ニ上海ニ到着シタルモノニシテ其間ニ於テ他ノ船舶ニ遇ハサリシ

此段御報告申上ル

追テ上海領事ヨリ送付ノ書類ハ別ニ送付ス

條二普通第一〇八號

昭和十七年四月十五日

外務省條約局第二課長　佐藤信太郎

佐世保捕獲審檢所評定官

小森武介殿

外國商社調査ニ關スル件

本件ニ關シ三月二十七日附佐捕甲第五六號當省調査部長宛貴信ヲ以テ御申越ノ趣了承仍テ右ニ關スル調査左記ノ通回答申進ス

記

電

貴社ノ御申越ニ關スル調査ニ關シ回答申進ス

本件ニ關シ三月二十七日附貴甲第五六號當省調査部長宛貴信ヲ以テ

外務商務調査ニ關スル件

小森海介

貴社代理人

外務省通商局第二課長

外務大臣

昭和十七年四月十五日

第二普通第一〇八號

「ホンゲー・マイン」（Hongay Mine）トハ略稱ニシテ正式ニハ Soolete Francaise des Charbonnages du Tonkin（略稱 S. F. C. T.）ト稱ス

邦譯名　東京炭礦會社

一、本店所在地　巴里 No-64 Rue de la Chaussee-d'Antin, Paris

販賣本店　海防 No-2 Rue Francis-Garnier Haiphong

販賣支店　香港 Marine House, 19 Queen's Road Central Hongkong

販賣支店　上海 No-20 Canton Road, Shanghai

其ノ他日本、北支、南支、比律賓、「タイ」、海峡植民地、南米、米國、「カナダ」及佛本國各地ニ代理店ヲ有ス

尚「ホンゲー・セール」（Hongay Sale）トハ前記販賣三店ノ呼稱ナリ

上海所在ノ「ホンゲー・セール」ハ上海及中支ニ於テ「ホンゲー」炭ヲ一手ニ輸入販賣シ居レリ資本ハ佛國資本ナリ

2、主タル業務及營業地　佛印「ホンゲー」炭礦（礦區面積二萬二千「ヘクタール」）ノ採掘及輸出

營業所 2, Rue Francois Garnier, Haiphong

採炭地 Hongay

3、組織　佛國株式會社 (Societe anonyme)

一八八八年創立　資本金約一億法

取締役會長　佛人「アンリ・テリエ」(Henri Theller)

聽取書（二回）

巴奈馬國ラモナ號捕獲事件ニ付昭和十七年四月二十三日佐世保市相浦武德殿ニ於テ評定官小森武介ニ對シ通事ヲ介シ同船々長フエルヂナンド・センメルマンノ為シタル申供左ノ如シ

一、本船ハ昨年十一月佛領印度支那カンフアポートデ印度細炭約四千噸ヲ積込ミ同月二十九日カンフアポートヲ發シ十二月五日上海ニ着キ右印度細炭ヲ陸揚中ノ處八日ニ到リ日本海軍ニ拿捕セラレマシタ

一、右印度細炭ノ
(1) 荷送人ハ在ホンゲーノ ホンゲー、マイン
(2) 荷受人ハ在上海ノホンゲー、セール
(3) 所有者ハ在上海ノホンゲー、セール
デアリマス

一、右印度細炭ハ拿捕當時約三百噸搭載シテ居タト思ヒマスガ或ハ其レ以上搭載シテ居タカモ知リマセン、本船ハ右印度細炭ヲ陸揚中拿捕サレタノデ判然シタコトハ判リマセン

一、ホンゲー、マインハ佛領印度支那ノホンゲーニ在ル佛國籍ノ鉱山會社デ正式ニ

ハソシエテ、フランセ、シヤルボナーヂユ、ド、トンキント申シ其ノ出資者ハ佛人デアリマス

一、ホンゲー、セールハ上海ニ在ル佛國籍ノ會社デ石炭販賣業ヲシテ居リマス、其ノ他出資者等詳細ノ事ハ存ジマセン

一、ホンゲー、セールトホンゲー、マイントノ関係ヲ存ジマセン

一、本船ハ平素カンフアポートト上海トノ間ノ石炭輸送ニ從事シ一航海毎ニホンゲー、セールト定航海傭船契約ヲシテ居リマシタ、其ノ為本船ハ昨年十二月五日上海到達ト同時ニ其ノ航海時ノ傭

船契約ヲ解除シ又改メテ次航海ノ定航海傭船契約ヲ致シテ居リマシタ

一、本船ノ所有會社ハ大レム會社トホンゲーセールトハ何モ関係ハアリマセン

一、本船ハ實際上ハ支那人ノ所有船デアリ名義上ノミハ大レム會社ノ所有船トナツテ居ルノデアリマス

右支那人ノ名前ハ存ジマセン

以上

右ハ書記之ヲ錄取シ本人ニ讀聞カセタルニ相違ナキ旨陳述シタルニ依リ共ニ署名捺印ス

前同日同所ニ於テ

佐世保捕獲審檢所評定官 小幸成

佐世保捕獲審檢所 書記 稲垣鐵

通事 利行 [illegible]

申供者 [illegible]

再調査書

巴奈馬國ラモナ號捕獲事件ニ付請求セラレタル事實ノ調査ヲ了ヘタルヲ以テ之ガ取調書類ハ本件記錄ニ編綴致置候條別冊記錄及送付候

昭和十七年 五月 五日

佐世保捕獲審檢所

擔任評定官

佐世保捕獲審檢所檢察官

御中

佐捕第三十五號

佐世保捕獲審檢所

佐捕乙第三四一號

意見書

本件事案ヲ精査致候處右ハ敵船ナルニ依リ之ヲ捕獲シ其ノ載貨ハ中立貨ナルニ依リ之ヲ解放捕獲ストノ檢定可相成モノト思料候也

昭和十×年五月十二日

佐世保捕獲審檢所
檢察官 [illegible]

檢察官 [illegible] 德永榮吉

佐世保捕獲審檢所
擔任評定官 小森武外 殿

佐捕第三十號 B第列五號

本件ニ付昭和十七年五月二十五日佐捕乙第三九〇號ヲ以テ内閣印刷局
官報部官報係並ニ「ジャパンタイムス」社ニ左記要領ノ公告掲載方ヲ
嘱託シタリ

昭和十七年五月二十五日

佐世保捕獲審検所

記

本件船舶ハ昭和十六年十二月八日上海港内ニ於テ帝國海軍ノ爲拿捕
セラレ當廳ニ於テ審検ヲ爲スニ依リ利害關係人ハ公告ノ翌日ヨリ起
算シテ三十日以内ニ書面ヲ以テ當廳ニ訴願スルコトヲ得
右公告ス

昭和十七年六月一日官報並ニ「ジャパンタイムス」ニ公告掲載
済

第九号ノ二

報告書

本件検定書謄本ハ昭和十七年十二月二十四日當廳檢察官ニ送付シタリ

昭和十七年十二月二十四日

佐世保補獲審檢所

書記　浦　克之

訴願事件記錄

事件番號	第九號
訴願番號	第一號
受理年月日	昭和十七年七月一日

訴願ノ目的

パナマ國汽船ラモナ號ノ解放

訴願人	中華民國 大安航業公司 代表者 伍德鄰
代理人辯護士	陣内惣三郎 岩本健一郎
擔任評定官	中
檢察官	中村 山辺
書記	
口頭審問期日	昭和十七年七月二十日 昭和十七年十二月十五日 昭和一年一月十七日 昭和 年 月 日
答辯書提出期間滿了日	昭和十八年一月十六日
抗議期間滿了日	昭和十八年一月六日
終局年月日	昭和十七年十二月十七日
	佐世保捕獲審檢所

文書ノ標目

目	丁數	備考
訴願書	一	
訴願人國籍並ニ代表者資格証明書原文及訳文	自一四 至一六	
訴願代理委任状	一七	
口頭審問期日通知書控	一八	
訴願記録閲覧願	一九	
審問調書	二〇	
訴願記録閲覧願	二一	
証據説明書	二二	
証第一号原文及訳文	自二三 至二四	
証第二号原文及訳文	二五	
証第三号原文及訳文	二六	
証第四号原文及訳文	二七	
証第五号原文及訳文	二八	
	二九	

文書ノ標目

文書ノ標目	丁數	備考
訊第六号 原文及訳文	三一	
訊第七号 原文及訳文	三二	
訊第八号ノ一至五 原文及訳文	自三四 至四五	
訊第九号 原文及訳文	自四五 至五一	
訊第十号 原文及訳文	自五二 至五六	
釈明答申書	五七	
訊第十一号 原文及訳文	五九	
訊第十一号 原文及訳文	六〇	
口頭審問期日通知書 控	六一	
審問調書	六二	
検定宣告調書	六三	
検定書	六四	
右謄本下附願及請書	六七	
	六八	
	七三	

佐捕第二十一號　日本標準規格B列四號

文書ノ標目

文書ノ標目	丁數	備考
右同検察官ヘ送付書及受領書	七四	
抗議書	七五	二字抹消
答弁書	七九	二字抹消
訊第一号書	七五	
指定書	七六	
指定事件送付方依頼書	七七	
指定事件送付書（指本ヲ）	七八	
指定事件ノ問合ノ件	七八	
宣告書		

目錄

佐世保市獄舍檢所

| 文書ノ標目 | 丁數 | 備考 |
| --- | --- | --- | |

訴願書

上海圓明園路一四九號
訴願人　大安航業公司
右代表者　伍德鄭
長崎市櫻町二十五番地
右訴願代理人辯護士　陣内惣三郎
同　上　岩本健一郎

拿捕船舶解放ノ訴願

目的

一、汽船　ラモナ號
船籍　パナマ國
所有者名義人　上海所在　諾威國籍
ウオーレム、アンド、カンパニー

右ハ昭和十六年十二月八日上海港内ニ於テ帝國海軍ノタメ拿捕セラレタルモノナリ（昭和十七年六月一日附官報ヲ以テ捕獲審檢令第十六條ノ公告アリ）

訴願ノ趣旨

本件ラモナ號ハ之ヲ解放スル旨ノ御檢定相成度

訴願ノ理由

本訴願ノ目的物件タル汽船ラモナ號ハ元アメリカ合衆國シヤトル所在ノラモナ汽船會社ノ所有ナリシヲ昭和十五年五月（西歴千九百四十年五月）華商天津航業公司ニ於テ諾威國籍ウオーレム商會ノ媒介ニ依リ代金米貨二十九萬五千ドルニテ買受ケ同會社ヨリ香港ニ於テ之カ引渡ヲ受ケ船籍ハアメリカヨリパナマ國籍ニ移轉セラレタルモノナルガ海運業ニ從事セル訴願人ニ於テハ船腹不足ノ折柄日、華海運界ノ發展ト強化ノ爲ニ外國汽船ノ購入ヲ企圖シ昭和十六年五月十一日（西歴千九

百四十一年五月十一日）代金米貨四十萬ドルニテ天津航業公司ヨリ同船ヲ轉買シ同時ニ上海ニ於テ之ガ引渡ヲ受ケタリ爾來同汽船ハ英國船舶局ヨリノ傭船申込ヲ拒絶シ、專ラ、レドン、コルベット、バレンバン、ホンゲーノ諸港ト上海間ノ石炭運送ニ從事シ上海居留民ノ爲稗益スルトコロ蓋シ鮮少ナラズ其間同船ノ船籍ヲ中華民國ニ移轉スベクアラユル努力ヲ爲シタルモ常ニ英國船舶局ノ猛烈ナル反對ニ逢ヒ國籍移轉ノ手續ヲ爲スコト能ハス剩サヘ英、米保險會社ヨリ、海上非戰時保險ヲ附スベキ特權ヲモ剝奪セラレ幾多ノ危險ニ晒サレツ、訴願人ニ於テ支配運營シ來リタルモノナルガ偶大東亞戰爭勃發ノ爲昭和十六年十二月八日上海港内ニ於テ石炭積卸中パナマ國旗ヲ掲揚シ居タル爲、無據帝國海軍ノタメ拿捕セラル、ニ至リタルモノナリ

然レドモ前敍ノ如ク本汽船ハ純然タル華商、大安航業公司ニ於テ天津航業公司ヨリ轉買シ實質上之カ所有權ヲ取得シ善意無過失ニ支配運營シ居タルモバナマ國ノ國情竝英國船舶局ノ反對ノ爲之ガ船籍移轉ヲ爲

スコト能ハズ拿捕當時無據バナマ國旗ヲ掲揚シ居タルニ過キサルモノトス如之訴願人ハ中立國ニシテ且支那タル中華民國ノ商人ニシテ何等敵性ヲ有セサルノミナラズ本船ノ船籍國タルバナマ國ガアメリカノ壓力ニ抗スル能ハス遂ニ帝國ニ對シ宣戰ヲ布告シタルハ昭和十六年十二月十七日ニシテ本船ガ拿捕セラレタル同年十二月八日當時ニ於テハ未タ以テ中立國タルノ地位ニ在ル船舶ナルガ故ニ國際法上捕獲シ能ハサルヲ原則ト解スベク然ラバ本船ハ法理的ニモ實質的ニモ些カモ敵國性ヲ有スル船舶ニ非サルヲ以テ訴願ノ趣旨記載ノ如キ御檢定ヲ求ムル爲本訴願ニ及ヒタル次第ナリ

證據說明

一、本件ノ證據物件ハ殆ンド英文又ハ漢字文ニテ作成サレタルモノニテ目下鋭意飜譯整理中ナルニ付向後十數日間ノ御猶豫ヲ奉願度シ

附屬書類ノ表示

一、訴願人ノ國籍竝代表者ノ資格證明書　一通

三

一、訴願代理委任狀　一通

昭和十七年七月一日

右訴願代理人

陣内惣三郎

岩本健一郎

佐世保捕獲審檢所長官

草野約一郎殿

證明書

茲證明雷夢娜輪船（S/S RAMONA 載重五三五〇噸）爲上海華商大安航業公司所有該公司爲純粹華商組織成立於民國三十年四月係屬合夥性質全權代表爲股東兼經理伍德鄰君（浙江定海人三十八歲）均係實情合予證明須至證明書者

印

上海市輪船業同業公會

中華民國三十一年六月一日

譯文

證明書

汽船ラモナ號（RAMONA、五三五〇重量屯）ハ在上海華商大安航業公司所有船ニシテ該公司ハ純粋ノ華商組織ニシテ民國三十年四月合資商社トシテ成立全權代表ハ株主兼經理伍德鄰君（浙江省定海縣人三十八才）ナルコトヲ證明ス

中華民國三十一年六月一日

上海市輪船業同業公會

(6)

六

上海市輪船業同業公會

字第　號第　頁

證明書

茲證明雷夢娜輪船（S/S RAMONA）載重五三五〇噸）為上海華商大安航業公司所有該公司為純粹華商組織成立於民國三十年四月係屬合夥性質全權代表為股東兼經理伍德鄰君（浙江定海人三十八歲）均係實情合予證明須至證明書者

上海市輪船業同業公會

中華民國三十一年六月一日

（本箋祇限公事使用）

上海廣東路九三號三樓　電話一六〇五二號　電報掛號一三四七

訴願代理委任狀

拙者儀日本帝國辯護士陣内惣三郎並岩本
健一郎両氏ヘ左ノ事項ノ代理ヲ委任ス

一、佐世保捕獲審檢所ニ對シ拿捕船舶
ヲモテ第一ノ訴願ノ爲シ且同捕獲
審檢所ノ檢定ニ對シ高等捕獲審
檢所ニ抗議ヲ爲スヲ一切ノ件

右代理ノ委任狀仍テ如件

昭和十七年六月三十日

控

通知書

パナマ國汽船ラモナ號

捕獲事件ニ付口頭審問期日ヲ昭和十七年七月二十九日午前九時ト定メタルニ依リ此段及通知候

昭和十七年七月十日

佐世保捕獲審檢所

首席 草野弱一郎

接受者中村重夫

右謹受ス 陽西勢三郎

日 [illegible]

殿

佐捕第二十六號 日本標準規格B列五號

大安航業公司

經理 但德鄰

[illegible] 殿

首席 [illegible]

佐世保捕獲審検所

昭和十七年七月十日

[illegible]ニ依リ此段及通知候

昭和十七年七月二十一日午前九時ト定ム

[illegible]捕獲事件ノ口頭審問期日

通知書

長官

許可

請求記録閲覧願

請求人 **大安航業公司**

右拿捕船舶ラモナ號ノ記録閲覧致度

此段及御願候也

昭和十七年七月二十四日

請求代理人

弁護士 陣内茂三郎

同 岩本健一郎

佐世保捕獲審検所長官

草野豹一郎殿

佐世保捕獲審検所 受付 17.7.24 第 号

事務所 長崎市[illegible] 川南工[illegible]（電話[illegible]四五〇〇番）
自宅 長崎市[illegible]（[illegible]三七四四番）

岩本建一郎法律事務所

審問調書

パナマ國籍船うえすとー号捕獲事件ニ付昭和十七年七月二十九日佐世保捕獲審檢所ニ於テ

首席（長官）草野敬一郎

評定官　森靜雄

評定官　佐藤信太郎

評定官　岡巖

評定官　萬年直矢

檢察官　中村盛夫

書記　山邊九之助

列席ノ上審問ヲ開ク

訴願人大安航業株式會社訴願人代理人辯護士陣内忠三郎

同岩本健一郎ニ出頭ス

陣内訴願代理人ハ

訴願書ニ基キ訴願ノ趣旨ヲ陳述シ

其ノ理由トシテ訴願書記載ト同旨

ノ陳述ヲ為シ

首席ノ問ニ對シ

一、本件ニ関シテハ三千五百十三噸ガ白ヲ示シ居ル高会

ノ所有船トシテパナマ国ニ登録セラレ

タル貨物船ニシテパナマ国旗ヲ掲揚

シ邱成文那ト上海間ノ石炭運搬ニ

從事シ居リタルモノナルニト及昭和十六

年十二月八日石炭ヲ積載シ上海港出

ニ繋留中文那方面艦隊司令長官ノ

命ニ依リ第一警戒隊江上警戒隊

第一拿捕及警戒隊指揮官海

軍予備中尉藤井邦ノ右拿

捕セラレタル事実ハ之ヲ認ム

訴願理由中(二)及(三)ノ(イ)ノ(ロ)(ハ)(ニ)(ホ)(ヘ)(ト)(チ)(リ)(ヌ)(ル)(ヲ)(ワ)(カ)(ヨ)(タ)(レ)ソ(ツ)ネ(ナ)ラ(ム)(ウ)ヰ(ノ)オ(ク)ヤ(マ)ケ(フ)コ(エ)テ(ア)サ(キ)ユ(メ)ミ(シ)ヒ(モ)セ(ス)(京)(都)(帝)(国)(大)(学)(経)(済)(学)(部)(教)(授)(法)(学)(士)(

目ニテ)(然レトモ以下善意無過失ニ又

配運営シ居タルモノアル其ノ趣旨ハ

即チ訴願書ニ記載セル如ク本船ハ

昭和十五年五月ウヰーレル会社ヲ通シ

天津船業会同ニ於テ買受ケタルヲ更

ニ昭和十六年五月十一日訴願人カ右天津

一、航業会司より轉買し所有權ヲ取得シタルモ國籍移轉ノ手續ヲ為スヲトヲ得サル間止ムヲヲ得ズパナマ國旗ヲ掲揚シ居タルモノナルガ家質上所有權ヲ取得シ訴願人ノ支配ニ屬スルモノナレバ其ノ狀態ヲ善意無過失ト主張スルモノナリ

一、訴願人大安航業会司ハ相違ナシ

一、如大安航業会司ノ出資者ノ國籍等ノ詳細ハ不明ナルモ至急取調ノ上明ニス

一、訴願代理人ノ代理受任ハ山下汽船株式会社ノ社員総家政人ヲ以テ受任シタル

モノナリト釋明シ

首席ハ訴願代理人ニ主證ヲ促シタルニ

陣内訴願代理人ハ

一、本件訴願ノ理由ヲ證明スル主類ヲ訴願人ニ對シ請求中ナルモ未ダ其ノ送付ニ接セス本日主證ヲ為シ得サルニ付主證準備ノ為期日ノ續行ヲ求ムト申立ヲリ

検察官ハ

右申立ニ異議ナシ　ト陳ベ

首席ハ合議ノ上

明日ヨリ続行シ沒田明日八迄ヲ指定ス

ト告ケタリ

前同日於所同所

受係捕獲審検所書記 山邊久之助

受係捕獲審検所長官 [illegible]

長官

一三

訴願事件記録閲覧願

ヲモ

右拿捕船舶ニ對スル訴願事件記録閲覧

致度此段及出願候也

昭和十七年八月三十一日

右訴願代理人

辯護士 伊内恂三郎

同 岩本健一郎

佐世保捕獲審検所

首席長官 草野豹一郎殿

17.8.31

事務所 長崎市梅ヶ崎町四番 川南工業株式會社内（電話代表内五〇〇番）

自宅 長崎市今博多町二十四番地（電話三七四四番）

岩本建一郎法律事務所

ラモナ號

證據說明書

疏第一號證（ラモナ號略歷）

チ以テ本船ノ寶買ヨリ拿捕セラルヽニ至ル迄ノ事情殊ニ本船ハ上海ノ必需品輸送ニノミ使用シ日本帝國ニ對シ妨害トナルガ如キ交易ニ從事シタル事實ナキコトヲ證ス

疏第二號證（寶買契約書）

チ以テ訴願人ハ一九四一年四月十七日（昭和十六年四月十七日）天津航業公司ヨリ本船ヲ代金米貨四十萬ドルニテ買受ケ所有權ヲ取得シタル事實ヲ證ス

疏第三號證（信託宣言書）

チ以テ本船ハ訴願人ニ於テ天津航業公司ヨリ買受ケ所有權ヲ取得シ尊意無過失ニ支配運營シ居タルモ船籍移轉出來サル爲ウオーレム商會ニ信託シ無已パナマ國旗ヲ揭揚シ居タルニ過キサルコトヲ證ス

ラモナ號

證據說明

疏第一號證（ラモナ號略歷）

チ以テ本船ノ賣買ヨリ拿捕セラルヽニ至ル迄ノ事情殊ニ本船ハ上海ノ必需品輸送ニノミ使用シ日本帝國ニ對シ妨害トナルガ如キ交易ニ從事シタル事實ナキコトヲ證ス

疏第二號證（賣買契約書）

チ以テ訴願人ハ一九四一年四月十七日（昭和十六年四月十七日）天津航業公司ヨリ本船ヲ代金米貨四十萬ドルニテ買受ケ所有權ヲ取得シタル事實ヲ證ス

疏第三號證（信託宣言書）

チ以テ本船ハ訴願人ニ於テ天津航業公司ヨリ買受ケ所有權ヲ取得シ尊意無過失ニ支配運營シ居タルモ船籍移轉出來サル爲ウオーレム商會ニ信託シ無已パナマ國旗ヲ掲揚シ居タルニ過キサルコトヲ證ス

注意

正本

疏第四號證（國民政府交通部回答文）

チ以テ訴願人ハ中華民國ノ商人ニシテ何等敵性ヲ有セサルトコロヨリ本船拿捕後所有權ヲ確保スル爲中華民國交通部ヲ介シ日本大使館ニ本船ノ解放方ヲ申出タル事實ヲ證ス

疏第五號證（國民政府外交部回答文）

チ以テ本船ニ對スル訴願人ノ解放ノ申出ハ國民政府外交部ヨリ日本大使館ニ善處方依頼シアル事實卽チ本船ハ日華國交上ニ於テモ解放ノ必要アル事ヲ證ス

疏第六號證（證明書）

チ以テ本船ハ訴願人ノ所有ニ屬シ訴願人ハ純粹ノ華商ニシテ民國三十年四月合資商社トシテ成立シ居レル事實ヲ證ス

疏第七號證（契約覺書）

チ以テ本船ハ元アメリカ合衆國シヤトル所在ノラモナ汽船會社ノ所有ナリシチ昭和十五年五月華商天津航業公司ニ於テ諾威國籍ウオーレム商會ノ媒介ニ依リ買受ケ香港ニテ引渡チ受ケ船籍チバナマ國籍ニ移轉シタル事實チ證ス

疏第八號證（傭船契約書）

チ以テ本船ハ訴願人ニ於テ天津航業公司ヨリ轉買シ上海ニ於テ引渡チ受ケタル後英國船舶局ヨリ傭船申込アリシモ之チ拒絶シ專ラレドン、コルベット、パレンバン、ホンゲーノ諸港ト上海間ノ石炭運送ニ傭船從事シタル事實チ證ス

疏第九號證（歎願書）

チ以テ疏第四號同第五號ト同一事實チ證ス

疏第十號證（受渡協定書）

チ以テ本船ハ一九四一年四月十七日天津航業公司ヨリ訴願人ニ完全ニ引渡サレタル事實チ證ス

右及陳述候也

昭和十七年七月二十九日

PACIFIC UNITED NAVIGATION CO.
SHANGHAI

Brief History of s/s "Ramona"

(1) Became Chinese Property: Messrs Tientsin Navigation Co. Ltd. (天津航業公司) bought s/s "Ramona" from Ramona s.s. Co., Seattle, U.S.A. in May 1940. The purchase of same vessel was done through Wallem & Co., a Norwegian Ship Brokers and Steamship Agents. The price was US$295,000.00 & delivery of vessel was stipulated at Hongkong. Ships name remained unchanged and her Nationality has been transferred from American to Panamanian.

(2) Resale to Pacific United Navigation Co.: (大平航業公司) In 1941 April 17th, s/s "Ramona" has been resold to Pacific United Navigation Co. for US$400,000.00. Delivery took place in Shanghai. The Buyers intended to transfer the ship to Chinese Registry. Despite many attempts, such endeavour failed on account of British Ministry of Shipping strongly objected to the transfer.

(3) Trades: Pacific United Navigation Co. has placed the steamer on coal trades only. The following were the trips she has been engaged:

Voyage No.	1	Port Redon/Shanghai
"	2	Port Courbet/Shanghai
"	3	Palembang/Shanghai
"	4	Port Redon/Shanghai
"	5	Hongay/Shanghai
"	6	Hongay/Shanghai
"	7	Hongay/Shanghai
"	8	Hongay/Shanghai
"	9	Hongay/Shanghai
"	10	Hongay/Shanghai
Voyage No.	11	Hongay/Shanghai

From above trips, it is evident that the steamer has been carrying essential goods for the Shanghai community and never been engaged in trades which are considered detrimental to Japanese Government.

FORM 10CO 10-9-14

佐世保捕獲審檢所長官
草野豹一郎 殿

訴願代理人
辯護士 陣内惣三郎
同 岩本健一郎

(4) Detention: On her 11th Voyage, the s/s "Ramona" has been detained by Imperial Japanese Navy in Shanghai Harbor while she was discharging Coal Consigned to Hongay Sales Ltd. The arrest was on December 8th, 1941, the date when Great East Asia War broke out.

(5) No Marine Insurance & War Risks: The British Ministry of Shipping has been continuously pressed Wallem & Co., the Nominal Owner, to obtain Warrant for s/s "Ramona" and Charter same vessel to British Government. The Beneficial Owners have flatly refused. The steamer was consequently "Blacklisted" and was deprived of the privilege of Covering Marine Insurance and War Risks with British and American Underwriters. At the time of her detention, she was not covered with War Risks.

(4) Delegation: On part with Yokoyama, also a "Hanaoka" was found qualified by Imperial Japanese Navy in Shanghai conference with the new director Yajimabashi Kaisha Ltd. The office was on December 8th, 1941. Although Daiwa Ltd. The office was on December 8th, 1941. The date when Great Japan Navy proved one.

(5) Re Marine Insurance & Net Profit: The British Minister of Shipping has been continuously pressed Bellom & Co. to continue Cancer, of Opium Smuggling to a "Hanaoka" and Chartered Bank Agent of British Government. The Imperial Japanese Navy Yokoyama Ltd. Also proved the new director of Shanghai Yajimabashi Kaisha Ltd. Also the Imperial Japanese Navy to

證一

ラモナ號畧歴

證一 一、中國人所有船トナル

天津航業公司ハ一九四〇年五月アメリカ合衆國シヤトル ラモナ汽船會社ヨリラモナ號ヲ購入セリ。右買船ハ諾威商船舶仲介代理店業ワーレム商會ヲ通ジテ成立セルモノナリ。船價ハ米貨二九五〇〇〇弗ニシテ香港ニ於テ支渡シ了セリ。船名ハ依然變更セズ國籍ハアメリカヨリパナマニ移籍セリ

二、太安航業公司ニ轉賣ス

一九四一年五月十七日本船ハ船價米貨四十万弗ニテ太安航業公司ニ轉賣セラレタリ。受渡シハ上海ニテ了セリ。賣主ハ本船ヲ中國船籍ニ移轉セシムベク企圖シ數次ニ亘リ交渉續ケタルニ不尙英國船舶院ノ轉籍ニ對スル強硬ナル反對ニ遭ヒ其ノ努力モ失敗ニ終レリ

三、航路

太安航業公司ハ本船ヲ自家運送ニノミ使用セリ即チ下記航路ニ配船セリ

第一次航 ポートレドン／上海
第三次航 パレンバン／上海
第五次航 ホンゲイ／上海
第七次航 ホンゲイ／上海
第九次航 ホンゲイ／上海
第十一次航 ホンゲイ／上海
第二次航 ポート・クーベ／上海
第四次航 ポートレドン／上海
第六次航 ホンゲイ／上海
第八次航 ホンゲイ／上海
第十次航 ホンゲイ／上海

上記ノ航路ニヨリ明カナル如ク本船ハ一全ク上海必需品輸送ニノミ使用シ日本政府ニ對シ妨害トナルガ如キ交易ニ從事セルコトナシ

17.10.15

四、抑留

第十一次航ニ於テホンダ・セールス會社契約ノ品変ヲ上海ニ於テ陽荷中日本海軍ニヨリ抑留トセラレタリ。抑留ハ大東亜戦争勃発ノ日即チ一九四一年十二月八日ニナサレタリ。

又、保険関係

英国私船隊ハ数次ニワタリ名義船主ハローレハ商会ヲ強圧本船ガ英政府ノ保証判(ロイヤル)ヲ取得シ英政府ニ傭船セラルタル強要セリ、更ニ船主ハ是迄ニ之ヲ拒絶セリ、従ッテ本船ハ英當局ノブラックリストト船トナリ且英米保険會社ハ船体並戦時保険ノ附保賀倍ヲ制限セリ、本船即チ當時ハ戦時保険附保シタルモノ

一七

一九

THIS SALE made this Seventeenth day of April One Thousand Nine Hundred and Forty One between THE TIENTSIN NAVIGATION COMPANY LTD. of Shanghai, China (hereinafter called the "Sellers" which expression shall include their successors and assigns) of the one part and PACIFIC UNITED NAVIGATION COMPANY of Shanghai, China (hereinafter called the "Buyers" which expression shall include their successors and assigns) of the other part.

WHEREAS the Sellers had purchased the Panamanian steamer "RAMONA" with their own money, had caused Messrs. Wallem & Company, Hongkong, to be the registered owners of the said steamer at the port of Panama and had appointed Island Navigation Corporation to be the managing agents of the beneficial interest in the said steamer for the account of the Sellers.

AND WHEREAS the Sellers have agreed to sell, free from average and incumbrances, and the Buyers have agreed to purchase the beneftial interests in the said steamer "RAMONA" 3285 tons gross, 1997 net register, built in 1920, (and other particulars approximately according to the latest Lloyds' Register) with everything belonging to her onboard, including all equipments, spare gears, chronometers, cabin fittings, furniture, deck and engine room stores, oils and paints, but with the exception of remaining bunker fuel, provisions and all private effects of the Captain, Officiers and Crew, upon terms contained in correspondence exchanged between them on the 17th. day of April, 1941.

NOW THEREFORE, These Presents witness that in consideration of the United States Dollars FOUR HUNDRED THOUSAND (US$400,000.00) paid to the Sellers by the Buyers (the receipt whereof is hereby acknowledged by the Sellers). The Sellers do hereby sell, assign, set over and transfer all the beneficial estate, interest, right, title and claim in and to the said steamer which transfer is authenticated by an endorsement made on the Declaration of Trust given by Wallem & Company, Hongkong, in favour of Island Navigation Corporation, Shanghai, and the said Declaration of Trust is hereby delivered by the Sellers to the Buyers.

AND THESE PRESENTS further witness that all rights and obligations in relation to the said steamer shall pass on date of payment of purchase price, 17th. April, 1941, at 12:00 Noon and those accrued before that date shall be for the account of the Sellers and those accrued after such payment shall be for the account of the Buyers.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

In the Presence of

by the Sellers

Pacific United Navigation

In the Presence of

by the Buyers

写

臨

該賣買契約ハ一九四一年四月十七日支那上海天津航業公司（今后賣主ト稱シソノ後継者並ニ譲受人ヲ含ムモノトス）ヲ一方トシ支那上海大安航業公司（以下買主ト稱シソノ後継者並ニ譲受人ヲ意味ス）ヲ他方トシ作製セラルルモノナリ

茲ニ賣主ハパナマ汽船ヲシテ自己ノ金銭ヲ以テ購入シ香港ワーレム商會ヲシテパナマ港ニ於テ同船ノ所有者トシテ登録セシメ且賣主ノ計算ニ於テ上海島嶼航業會社ヲ実際權益ノ管理人タラシメタリ

茲ニ賣主ハ　海損不塡保且何等ノ故障ナキ條件ノ下ニ○ラモナ○号（總噸數三二八五噸登簿噸數一九九七噸建造一九二〇年詳細ハ最近ノロイド船名録ニヨル）ノ実際權益ノ購入ニ関シ買主之ヲ同意シタリ

尚賣却サルモノハ船上一切ノ物即チ艤装品、豫備船具、航海時計、船室附属品、造作物甲板並ニ機関室、倉庫品、油脂類ニシテ

但シ船長、船員ノ食料並ニ個人所有物ノ除ク
是ハ一九四一年四月十七日双方ノ間ニ交ハサレタル
信書ニヨリテ定メラレタル條件ナリ。
本証書ハ茲ニ買主ヨリ賣主ニ米貨四拾萬弗ノ
支拂ヘ領收證ハ賣主ニヨリ確認サレタリ(アリタルニヨリ)
賣主ハ同船ニ屬スル財産、利益、權利、稱號、
及ビ權ノ一切ヲ賣渡シ讓渡スルヲ證ス
該讓渡ニツキテハ香港ワーレム商會ニヨリ上海島
嶼航業會社ノタメニナサレタル信託ノ宣言中ノ裏書
ニヨリ確證サル、該信託ノ宣言ハ茲ニ賣主ニヨリテ
買主ニ送達サレタリ
又本證書ハ同船舶ニ関スル全ユル權利義務
ハ一九四一年四月十七日正午購入價格ノ支拂日ヲ
以テ移轉シ同日以前ニ生ジタルモノハ賣主ノ計算ニ
帰シ支拂後ニ在ル是等ニ関シテハ買主ノ計算ニ
ヨルモノナルコトヲ證ス
以上ノ證トシテ當事者双方ハ茲ニ前記期日ニ
署名捺印ス

天津航業公司代表者　署名
大安航業公司代表者　署名
外主會人　二名　署名

DECLARATION OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WALLEM & COMPANY HEREBY CONFIRMS AND DECLARES that the following vessel conveyed to it by a Bill of Sale of even date herewith from the Pacific United Navigation Co., a Chinese Corporation, is still the property of the said Pacific United Navigation Co., and that said property is held IN TRUST to dispose of as the said Pacific United Navigation Co., its successors and assigns may direct in writing. The property above referred to is :

S.S. "RAMONA" 3513 TONS AND 2208 TONS NET, BUILT 1920, CLASSED WITH AMERICAN BUREAU OF SHIPPING

with everything belonging to her onboard, including all equipment, spare gears, cabin fittings, furniture, deck and engine stores, and all other necessaries thereunto appertaining and belonging and there existing; and WALLEM & COMPANY does FURTHER CONFIRM AND DECLARE that it has been compensated in full by the said Pacific United Navigation Co., for acting and continuing to act as the registered Owners of said property and for holding said property IN TRUST for said Pacific United Navigation Co.

WALLEM & COMPANY does HEREBY UNDERTAKE AND AGREE that it will not in any way encumber said property to take any action with respect thereto, which might in any way prejudice the interests of the said Pacific United Navigation Co., its successors or assigns in and to said property.

IN WITNESS WHEREOF these presents have been executed at Shanghai, China, the 17th day of April, 1941.

WALLEM & COMPANY

Witness

改

第三

信託宣言證

本證書ヲ以テ下記署名者ローレム高雷ハ茲ニ中國法人大安航業公司ヨリノ同日附船舶賣買契約證書ニヨリ同公司ニ引渡サレタル下記船舶ハ尚同公司ノ財產物ニシテ同船ハ大安航業公司並ニソノ後繼者又ハ讓受人ノ文書ニシル指圖ノ如ク爲メスベク保管中ナルコトヲ確認シ宣言ス

前記財產物ハ總噸數三〇八三噸登簿噸數一九九七噸建造一九二〇年米國登船舶ニ船級登記サレタルコトヲムニシテ船上一切ノモノ即職裝品、豫備船具、船室附屬品、造作物甲板並ニ機関倉庫並ニ現存セル全テノ必要物ヲ含ム

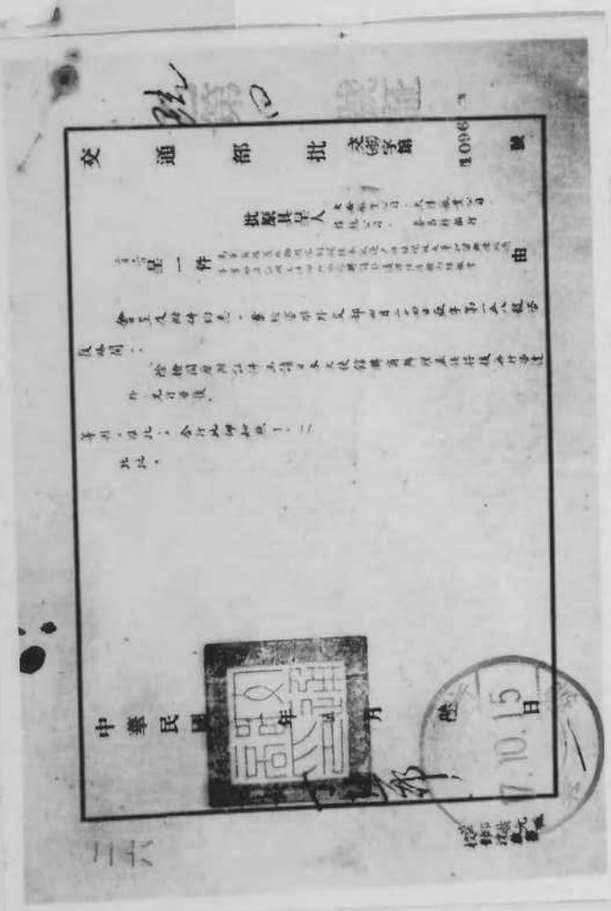
尚ローレム高雷ハ大安航業公司ニヨリ同公司ノ爲メ同船ヲ保管シ且同船ノ名義船主トシテ動メルニヨリ下ノ如ク報酬ヲ受ケルヲ確認シ宣言ス

又ローレム高雷ハ茲ニ同船ニ関シ大安航業公司並ニソノ後繼者又ハ讓受人ノ利益ヲ損ズル如キ行動ニ出デザルコトヲ約束シ同意スルモノナリ

之ガ證トシテ本證書ヲ一九四一年四月十七日ニ上海ニ於テ作成ス

ローレム高雷代表者　署名
　　　　　　　　　　署名
証人

白紙



交通部批 字第 號

批處其早人

由

呈一件

會主人

及各同

中華民國 年 月 日

收

交通部公文訳文

願人　大安航業公司
　　信統公司　天津航業公司
　　泰昌祥船行

経過

華商購入ノ外國船ガ制限ニヨリ名義國籍共
変更ヲ来ス現在日本軍ニ抑留サレタル経過ヲ述ベ
證據文件添附取調ベニ係レ權益ノ保護方並
航業ノ維持ニ付十二月十一日附ヲ以テ願ハルル件

右願ヒノ趣諒承ノ上外交部ニ移牒四月二十四日附
亜字第一三八号ヲ以テ次ノ如キ回答ニ接シタリ
○願書一件横濱ノ上日本大使館ニ文書ヲ以テ
通知取計方ヲ依頼セリ、回答ヲ次第追テ
通知スル

國民政府行政院外交部 批

事由	擬辦	批示	備考

17.10.15

國民政府行政院外交部 批

函字第一七號

共五人華商福興號等七輪船代表

鄭長斌等

呈件為華商福興號等七輪船代表鄭長斌等因受日本大使館轉商辦理在案經呈請轉飭交部交涉發還並和解其事由書經本部照會日本大使館轉商辦理在案經呈請情合行抄仰

如照辦件存

此批

中華民國 廿年九月 廿六日

部長 [illegible]

[illegible]

115

71

5219

外交部公文譯文

第五

支那政府ニ對シ即留船ノ釋放ヲ交渉スベキ
旨通告ス

朝鮮人 華商アウシエフ号等七隻ノ沈船代表
鄭良弼等

華商アウシエフ号等七隻ノ判限ノ為名義変更
出来ズ日本海軍ニ抑留セラレタルニヨリ之ガ釋放ヲ
願出タル件

右ノ件ニ付細部承ル本案ハ農ニ交通部ヨリ
朝人等ノ願書一件ノ移牒ヲ受ケタルニヨリ
日本大使館ニ通知書面ヲ以テ依頼シオキタリ

上海市輪船業同業公會

證明書

號第 号

茲證明雷夢娜輪船（S/S RAMONA 載重五三五〇噸）為上海華商大安航業公司所有該公司為純粹華商組織成立於民國三十年四月係屬合夥性質全權代表為該公司股東兼經理伍德鄰君（浙江定海人三十八歲）均係實情合予證明須至證明書者

上海市輪船業同業公會

中華民國三十一年六月一日

（本箋紙限公事使用）

宇第　號第　頁

◀上海廣東路九三號三樓　電話一六〇五二號　電報掛號一三四七◀

譯文

證明書

汽船ラモナ號（RAMONA五三五〇重量屯）ハ在上海華商大安航業公司所有船ニシテ該公司ハ純粋ノ華商組織ニシテ民國三十年四月合資商社トシテ成立全權代表ハ株主兼經理伍德鄭君（浙江省定海縣人三十八才）ナルコトヲ證明ス

中華民國三十一年六月一日

上海市輪船業同業公會

MEMORANDUM OF AGREEMENT.

MEMORANDUM OF AGREEMENT made this Fourteenth day of May 1940 Between Messrs. THE RAMONA STEAMSHIP COMPANY of SEATTLE (WASH) (hereinafter called the "SELLERS") of the one part and Messrs. WAILEM AND COMPANY of HONG KONG (Hereinafter called the "BUYERS") of the other part, WHEREBY IT IS AGREED AS FOLLOWS:-

1. THE sellers agree to sell and the Buyers agree to purchase, as is where is and on the following conditions the s/s "Ramona" (ex "Admiral Gove") Classed A.1. in American Bureau of Shipping, about 3513 gross and 2208 tons nett register, built at Newark N.J. in 1920, with all broached stores spare gear and outfit belonging to her on board, but excluding Captain's and Crew's private effects for the sum of $295,000 say Two Hundred and Ninetyfive thousand Dollars, United States Currency, the vessel now being on passage from Queensland to Hong Kong with a cargo of sugar and expected available there about twentyfifth to thirtieth May 1940.

2. PAYMENT shall be made as follows:- A deposit of twenty per cent of the purchase money shall on signing this Contract be paid by Buyers and lodged at the Bank of California, SEATTLE (Wash) in the joint names of Sellers and Buyers, such deposit to be released and the balance to be paid by cash in SEATTLE (Wash) within five days (Sundays and legal holidays excepted) from the date steamer is ready for delivery, as hereinafter provided, in exchange for a duly authenticated Bill of Sale and Classification Certificates for Survey completed in February 1940, whereupon steamer shall be delivered to the Buyers at Hong Kong.

MEMORANDUM OF AGREEMENT

MEMORANDUM DE ACUERDO TWENTY-FOUR made this Twenty-fourth day of May 1960 between Messrs. THE BANCA SIMPLICIO COMPAÑIA DE SEGUROS (BSAM) portador Messrs. (portadores) of the one part and Messrs. "SEGUROS" (portadores) of the other part.

AVILES AND COMPANY of HONG KONG (hereinafter called the "SEGUROS") to the other part, WHEREAS IT IS AGREED AS FOLLOWS:-

1. THE Sellers agree to sell and the Buyers agree to purchase "Ramona" as it stands at the following conditions and no but at their own risk to Carlos Jesús Díaz (ex "Adalberto Cove") in Manchuria, P.R.C. (hereinafter called the "Buyers") and Messrs. Jaime Ros and Carlos Díaz, Jr. (hereinafter called the "SELLERS") of the one part and Messrs. Aviles and Company of Hong Kong (hereinafter called the "SELLERS") of the other part.

2. THE SELLERS AGREE TO SELL AND THE BUYERS AGREE TO PURCHASE the said "Ramona" and the said Sellers undertake to deliver the said vessel to the Buyers free of all charges and expenses at Dalian, China, on the 25th day of June 1960 in the port of Dalian, China, and the said Buyers undertake to take delivery of the said vessel at the said port of Dalian, China, on the said date.

3. THE PURCHASE PRICE of the said vessel shall be the sum of $252,000 (two hundred and fifty two thousand dollars) United States currency, the receipt whereof is hereby acknowledged by the Sellers.

4. The said vessel is now at Hong Kong and the Buyers undertake to take delivery of the said vessel at Hong Kong at their own risk and expense before departure for Dalian, China.

3. DELIVERY of the vessel free of commitments shall be given afloat in the Port of Hong Kong on completion of present voyage and the vessel shall be deemed ready for delivery immediately after coming out of drydock with repairs (if any) under this Agreement completed.

4. FOR the inspection by American Bureau Surveyor of steamers bottom or other under water parts the Sellers agree to place the steamer in drydock at Hong Kong. In the event of the bottom or other under water parts being found broken or damaged and the Buyers decline to accept steamer in such state, it shall be repaired and put in good and seaworthy condition to the satisfaction of the Surveyor to American Bureau at the Sellers expense for maintenance of steamer's class. This clause becomes operative only if the States Maritime Commission give their apporval to the sale and transfer of steamer to the Panamanian Flag and drydocking shall not take place until after such notification has been received by the Sellers.

5. IF the bottom or other under water parts be found damaged or broken, the expense of putting in and taking out of drydock, drydock hire and Surveyor's fee shall be paid by the Sellers, but if the same be found in good order and passed the said inspection without repairing, the Buyers shall bear these expenses.

6. SELLERS warrant that steamer shall be delivered with all that belongs to her to Buyers free of allencumbrances, maritime or other liens, debts and liabilities.

2. DELIVERY of the vessel free of commitments shall be given at the Port of Hong Kong on completion of Present voyage and the vessel shall be deemed delivery for delivery immediately after notice shall reflect (11 one) under this agreement completed.

4. NOW the Charterers hereby agree to charter the gallera subject to hire and on the bottom of other under water parts of the hull and the expense of hauling it and taking out of drydock, to proceed, the expense of hauling it and taking out of drydock and generator's use shall be held by the Gallera. Drydock time shall be counted as time if Hong Kong bunkers and bearer the gallera and it one same as time if Hong Kong bunkers and bearer the gallera.

5. Charterer shall be liable to deliver the gallera in good condition to the owner at Hong Kong and redelivery condition to the owner at Hong Kong and redelivery condition of the gallera to owners at Hong Kong. If shall be the Charterer's duty to maintain the gallera in good condition and to make good any damage caused to the gallera, the expense of maintenance of the gallera shall be borne by the Charterer.

6. Charterer shall be liable to deliver the gallera with all equipment, material and stores to which belongs of the gallera and liability to make good any damage caused to the gallera.

7. THE Steamer with her stores, spare gear and outfit shall be taken with all faults and errors of description without any allowance or abatement.

8. THE steamer is sold subjeet to all restrictions of the American Government or any department of such States now in force or which may be enacted between the date of sale and the time fixed for the completion thereof.

9. SHOULD the steamer be last or become a constructive total loss before delivery, this Contract shall be null and void and the deposit shall be returned in full to the Buyers, with accrued interest (if any).

10. SHOULD the whole of the purchase money mot be paid as herein stipulated the deposit shall be forfrited to the sole use of the Sellers, who shall be at liberty to resell the vessel by public or private sale, and the deficiency (if any) together with all expense arising from the resale shall be borne by the present Buyers.

11. IF default should be made by the Sellers in the execution of a legal Bill of Sale or in the delivery of the vessel and her stores in the manner and within the time herein specified the Sellers shall on demand return to the Buyers the deposit paid with accrued interest (if any) without prejudice to the said Buyers claim for loss through non-fulfilment of this Contract or to their right to enforce specific performance of same, provided that such default on Sellers part is from causes other than those referred to in Clause 8 hereof.

7. THE Agreement with not actors' where Rent and utility shall be taken with the limits and errors of description without the allowance of adjustment.

8. THE Agreement at hold employ of all restrictions to the allowance of the Government of such States in the department of the Government of the United States of America to the extent of the Government of the United States of America.

10. SHOULD the agreement be less or become a constructive total loss, the Charterer shall be liable to pay the Owner a proportion of the hire paid or payable for the period of the Charter.

12. THE vessel shall be at the entire risk and expense of the Sellers until the time appointed for delivery.

13. ANY fuel oil, lubricating oil and unbroached consumable stores left on board to be paid for by the Buyers at the time of delivery and at the current market price where vessel is delivered.

14. ANY Notarial and/or Panamanian Consular charges and any Import Duty to the Panamanian Flag shall be borne by the Buyers.

15. THE wireless apparatus on board is excluded from the sale and will be removed from the vessel.

16. SELLERS are to hand over to Buyers Classification Certificates for Hull, Machinery and Boilers, also all tonnage, anchor and chain certificates, plans, charts, etc. as may be ~~ink~~ in their possesseion.

17. THE sale is subject to the approval of the States Maritime Commission and transfer of vessel to the Panamanian Flag, for which Sellers undertake to make application immediately after deposit has been paid and receipt by Sellers of all details required for filing the said application, which information Buyers undertake to provide promptly. If such approval and permission be not granted within fortyfive (45) days from the date of application, the sale shall be mutually cancelled and the deposit released immediately in full to the Buyers with accrued interest (if Any).

12. EMC Agency shall be at the entire risk and expense of the Shipper until the time shipped for delivery.

13. VMA Not liable for delay in delivery due to Panamanian Government, Canal authorities, Panama Railway Company, Panama Canal Commission or any other Panamanian agency of the Panamanian Government or any other Government.

14. VMA Not liable and/or Panamanian Consular charges and any import duty of the Panamanian Flag shall be borne by the Buyers.

15. EMC Agency shall be at the entire risk and expense of the Seller until the time shipped for delivery.

16. VMA Not liable, Instructions, Insurance and Shipping Documents to be handled by the Seller and at the current market price where Agency is delivery and at the current market price where Agency is delivered.

17. VMA Not liable for delay in Shipping Documents to be handed to Seller and Buyer at the time shipped or to be held for by the Buyers at the time of delivery.

18. SELLERS are to hand over to buyers Classification Certificates, Manufacturers and Sellers, also all Insurance, Consular Invoice, Machinery and Sellers, Packing, etc. as the case may be and all other documents necessary.

18. SHOULD any dispute arise between Sellers and Buyers as to this Agreement or as to the rights or liabilities of the parties hereunder same shall be referred to two persons in London, one to be appointed by each of the parties hereto and in case of their disagreement to an Umpire to be appointed by the said two Arbitrators, whose decision shall be considered as final and accepted as a rule of court. Arbitrators and Umpire are to be commercial men and not lawyers.

WITNESS TO THE SIGNATURE OF:-

Leonard Hinton, Director of
Lambert Brothers, Ltd.
(Sd.) S. Brown.
Cunard House, London
Shipbroker.

By telegraphic authority
of Buyers
For LAMBERT BROTHERS LIMITED

(Sd.) Leonard Hinton,
Director.
As Agents.

WITNESS TO THE SIGNATURE OF:-

A. H. G. Newman, Managing
Director of Tatham Bromage & Co.Ltd.
(Sd.) E. H. Watts,
28, St. Mary Axe,
London,
Shipbroker.

By cable authority of
Sellers
(6d Stamp) TATHAM, BROMAGE & CO. LTD.
(Sd.) A. H. G. Newman,
Managing Director
as Agents only.

12. SHOULD any dispute arise between Sellers and Buyers as to this Agreement or as to the rights or liabilities of the Parties hereunto, same shall be referred to two persons in London, one nominated by each of the parties hereto and in case of the parties so so appointed by each of the parties hereto and in case of their disagreement to an Umpire to be appointed by the said two arbitrators, whose decision shall be considered as final and accepted as a rule of court. Arbitrators and Umpire are to be commercial men and not lawyers.

By telegraphic authority of Buyers FOR LAMBERT BROTHERS LIMITED (Sd.) Leonard Hinton. Director. As Agents.	WITNESS TO THE SIGNATURE OF:- Leonard Hinton, Director of Lambert Brothers, Ltd. (Sd.) S. Brown. Canard House, London Shipbroker.
By cable authority of Sellers (Sd pseud) TATARA BROKER & CO. LTD. (Sd.) A. H. G. Kemmen. Managing Director as Agents only.	WITNESS TO THE SIGNATURE OF:- A. H. G. Kemmen, Managing Director to Lafken Brokers & Co.Ltd. (Sd.) E. H. Moffat. 88, St. Mary Axe, London. Shipbroker.

契約覺書

一九四〇年五月十四日付シヤトルノラモナ汽船會社（以下賣方ト稱ス）ト香港ワーレム商會（以下買方ト稱ス）間ニ左記ノ如キ契約ノ覺書ヲ取交ハス

一、如何ナル場所ヲ問ハズ左記ノ條件ノ下ニ汽船ラモナ（前名アドミラルゴーブ）（アメリカ船舶局ニ於テA.Eト等級サレテ居ルモノ）ヲ賣方ハ賣却ヲ承認シ買方ハ購入ヲ承認スルモノトス

該汽船ハ總噸數三、五一三噸、登錄噸數二、二〇八噸、一九二〇年ニューワークニテ建造、開封サレタル全貯藏品ト換貨車並ビニ儀裝品ヲ含ム。但シ船長及ビ船員ノ私有物合計米弗評價二九五、〇〇〇弗ヲ含マズ。

該船ハ現在砂糖ヲ積載クインスランドヨラ香港ニ向ケ航行中一九四〇年五月二十五日乃至三十日ニハ賣却可能ト豫想ス。

二、支拂ハ左記ノ如クナスモノトス。

買値ノ二割ノ手付金ハ當契約ニ署名ト同時ニ買方ヨリ支拂ハレシヤトルノカルフオルニア銀行ニ賣方、買方ノ聯名ニテ供託スルモノトス、然シテ汽船引渡準備完了（後述スル如シ）後五日以内（日曜日及ビ祭日ヲ除ク）ニ正當ナル賣却證書並ビニ一九四〇年二月完了ノ檢査證書ト引換ヒニ前記供託金ノ引出シ及ビソノ差額ヲ現金デシヤトルニ於テ支拂フモノトス其ノ上汽船ハ香港デ買方ニ引渡サレルモノトス。

三、無條件ノ船体引渡ハ現航海終了ノ上香港碇泊中ニ於テナサレルモノトシ、船体ハ修理（若シ必要トアレバ）後ドツクカラ出タ時ヲ以テ引渡準備完了ト思考サレ本契約完了トス。

四、アメリカ船舶檢査局ノ檢査ヲ受ケルタメ（船底及ビ水線下部）賣方ハ香港ドツクニ船ヲ入レルコトヲ承認ス。船底或ハ水線下ニ破損箇處アリ該狀況ニ於テ買方ガ本船ノ引取ヲ拒絶シタル場合ハ修理ヲナシアメリカ船舶檢査局ノ滿足シ得ル航行條件トシ汽船等級ニ該當シ得ル樣ニナシ費用ハ賣方ノ負擔トス。

本條項ハ左記ノ場合ニノミ有效ナルモノトス

即チ合衆國海上委員會ガ賣却並ビニパナマ籍ヘノ移讓ヲ承認シソノ通知ヲ賣手ガ受取リタル後入渠シタル場合トス。

五、船底並ビニ水線下部ニ破損ノ箇所在リタル時ハドツクノ入出シ費、ドツク費、檢査料ハ賣方ガ支拂フモノトス

若シ狀態良好ニシテ修理ノ必要ナク檢査通過ノ場合ハ該費用ハ買方ノ負擔トス

六、船ハソレニ附屬スル一切ノモノヲ買方ニ引渡シ如何ナル海損並ビニ其他ノ紛爭事項並ビニ負債又ハ責任事項ヲ附帶セザルコトヲ賣方ハ茲ニ宣告ス

七、貯藏品、換車艤裝品ト共ニ船ハソノ記述ニ如何ナル缺點及ビ誤リガアリテモ値引セズ引取ラレルモノトス

八、船ハアメリカ政府或ハ現在活動シテ居ル合衆國ノ諸官廳或ハ賣却期日並ビソノ完了期間中ニ設立サレタ諸官廳ノ總ユル統

側ニ服シ賣却サレルモノトス

九、若シ船ガ引渡シ以前ニ喪失サレタ場合或ハ全損セルモノト推定サレタル場合ハ本契約ハ無效トナリ手付金ハ全額買方ニ返却サレ若シ利子ガアレバ共ニ含ムモノトス

一〇、茲ニ主要條項トシテ强調サレルハ購買料金ノ全額ガ支拂ハレザル場合ハ手付金ハ賣方ノ獨占的使用ニ罰金トシテ供セラレ船ハ公賣或私賣スル權利ヲ保有スル然シテ又賣却費用並ビニ缺損モ現買方ノ負擔トス

一一、若シモ賣方ガ法定賣却證書ノ行使ニ於テ或ハ船並ビニ同樣貯藏品ノ引渡シニ就イテ又前記ノ期日以內ニ於テ約束不履行ヲナシタル場合ハ賣方ハ當然買方ニ手付金（利子付）ヲ返却スベキデアリ之ハ本契約不履行ニヨル損失或ハ契約ノ特殊行爲ヲ遂行スル正當ノ權利ニ依ツテ何等異議ナキ處ナリ勿論斯カル賣方側ノ約束不履行ハ第八項ニ關スルトハ異ナレル原因ニ依レルモノナリ

一二、船ハ引渡シノ期日迄ハ賣方ニヨリソノ危險並ビニ費用ヲ負擔スルモノトス

一三、船內ニ在ル總テノ燃料潤滑油並ビニ未ダ開封サレザル消耗品ハ引渡ノ時引渡場所ノ市價ヲ以テ買方ニヨリ支拂ハレルモノトス

一四、如何ナル公證料或ハパナマ領事料金並ビニパナマ旗ニ對スル輸入業務ハ買方負擔ニ於テナサレルモノトス

一五、船ノ無線裝置ハ買却外ノモノトシ船カラ取外スモノトス

一六、賣方ハ買方ニ船体、機械並ビニ汽鑵ニ關スル分類證書及ビ噸數、錨並ビ鎖證書、平面圖、海圖等々船ノ所有トスル處ハ總テ手渡スモノトス

一七、買却ハ合衆國海上委員會ノ認可ヲ受ク可キモノニシテ又パナマ旗ニ船ハ移讓スベキモノトス之ニ對シテハ賣方ハ手付金ガ支拂ハレルヤ直チニ願書ヲ提出スベク以上願書ニ必要ナル總テノ詳細事項ヲ賣方ハ入手スベキデアル然シテソノ知識ニ

就イテハ買方ハ遠カニ準備ヲナスベキモノトス該許可並ビニ承認ガ原書提出後四十五日以内ニ得ラレザル場合ハ賣却ハ相互ニ却下サレ手付金ハ直チニ全額利子付デ買方ニ返却サルルベキモノトス

一、賣方及ビ買方間ニ本契約ニ就キ或ハ兩者ノ權利或ハ責任ニ關シ異議ガ起リタル場合ハ兩者ニヨリ夫々任命サレタル下文ノロンドン在住ノ二人ガ之ニ關係スベキモノナリ又彼等ノ不一致ノ場合ハ以上兩者ニ依リ決定サレタル一審判者ニマカスベキモノニシテ此ノ審判者ノ決定ハ最後的ナモノト考ヘ裁判規定トシテ承認サレルベキモノナリ

契約署名立會人　船舶仲買人ロンドンキスナードハウス
ランベルト兄弟會社取締役
レオナードヒントン
（副支配人）
ユス・ブラウン

買方ノランベルト兄弟會社ニ對スル電報承認ニ依ル）
契約署名立會人　船舶仲買人ロンドンマリーアックス街二八
タータムブロマーチ會社專務取締役
ユイエッチジー・ニューマン
（副）
イユッチ・ワット

（賣方ノ電信承認ニヨル）

TUNG CHENG CO. LTD.

Raymond & Co. Ltd.

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

COPY:

CODES:
SOE, BENTLEY, SCOTT'S 10TH EDITION

Panamanian S.S. "Ramona"

COAL
CHARTER PARTY

PORT REDON To SHANGHAI

It is this day mutually Agreed between

MESSRS. Olivier Chine, Shanghai.

Charterers, on the one part, and Messrs. The Pacific United Navigation Co. Agents of the Good Steamer called the "Ramona" of 1997 Tons Register measurement, of about 4,800 tons Coal Tons deadweight carrying capacity or thereabouts, now Trading on the other part.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of (or as near thereunto as she can safely get) and there receive always afloat, from the Charterer or their Agent, about 4800 tons 5% more or less at ship's option and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at PORT REDON about the 23rd. April, 1941. 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 1st. May, 1941 and Charterers next ensuing.

4.—LOADING. For loading the said cargo at Port Redon Customary Quick Despatch, ~~Sundays and Holidays excepted~~ House holidays excepted ~~unless used~~ shall be allowed Charterer or his/their agents to commence after notice in writing has been given them of the steamer being ready to receive the cargo.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged and taken delivery of according to C. Q. D. at the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day	Ningpo	500	Tons per Day
Shanghai	600	do	Foochow	350	do
Hankow	400	do	Amoy	300	do
Kiukiang	250	do	Swatow	600	do
Wuhu	400	do	Canton & Whampoa	500	do
Nanking	400	do	Wei Hai Wei	250	do
Chinkiang	400	do	Hongkong	700	do
Tungchow	500	do			
Tsungming	500	do			

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U. S. $1,800.00 for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Port Redon as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

U.S.$15.00 per ton of 2240 lbs. (Dollars Fifteen United States Currency)

Payable by T. T. on New York.

for each and every ton of 2240 lbs, English of Coals ~~delivered~~ or on B/L quantity less 2% ~~at Charterer's option to be declared before hoisting~~ which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Port Redon by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, and in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers agent at Loading Port with customary and Agency Fee to Owners agent at Shanghai free of commission and charges.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers in the loading or unloading of the Cargo, always mutually excepted.

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1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of (or as near thereunto as she can safely get) and there receive always afloat, from the Charterer or his Agent, or their abt. 4800 tons 5% more or less at ship's option and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at PORT REDON about the 23rd. April, 1941. and Charterers to have the option of cancelling this agreement if the vessel be not arrived and ready to load

WAR RISKS CLAUSE

"(1.) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bill of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

"(2.) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

U.S.$15.00 per ton of 2240 lbs. (Dollars Fifteen United States Currency)

Payable by T. T. on New York.

for each and every ton of 2240 lbs, English of Coals ~~delivered~~ or on B/L quantity less 2% ~~at Charterer's option to be declared before breaking bulk~~ which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

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22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of (or as near thereunto as she can safely get) and there receive always afloat, from the Charterer or his/their Agent, a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safety lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter. abt. 4800 tons 5% more or less at shipr's option

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5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged and taken delivery of according to C. Q. D. the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day	Ningpo	500	Tons per Day
Shanghai	600	do	Foochow	350	do
Hankow	400	do	Amoy	300	do
Kiukiang	250	do	Swatow	600	do
Wuhu	400	do	Canton & Whampoa	500	do
Nanking	400	do	Wei Hai Wei	350	do
Chinkiang	400	do	Hongkong	700	do
Tungchow	500	do			
Tsungming	500	do			

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or his/their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U. S. $1,800.00 for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Port Redon as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

U.S.$15.00 per ton of 2240 lbs. (Dollars Fifteen United States Currency)

Payable by T. T. on New York.

for each and every ton of 2240 lbs, English of Coals ~~delivered~~ or on B/L quantity less 2% ~~at Charterer's option to be declared before loading which~~ shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Port Redon by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, and in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers agent at Loading Port with customary and Agency Fee to Owners agent at Shanghai free of commission and charges.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery, boilers or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or ship's husband or manager.

23.—~~A Brokerage of per cent of the gross freight earned by this charter to be paid Messrs. RAYMOND & COMPANY, LTD.~~

24.—Any dispute arising in connection with this Charter to be settled by arbitration at Shanghai and the decision of Arbitrators or the Umpire chosen by them to be binding on either of the parties hereto and to be considered equal to a rule of Court.

25.—Penalty for Non-Performance of this Agreement to be proved damages, not exceeding the estimated amount of freight payable by the party delinquent to the party observant.

26.—This contract wherever entered into to be construed and governed by English law.

IN WITNESS WHEREOF we have hereunto signed our names to two copies of this Charter-Party at Shanghai, the Seventeenth day of April One thousand nine hundred and Forty-one

27. Separation mats between quality of cargo for Charterers' account
28. Extra coolie hire and Customs permit fees to be paid by the party ordering the extra work at Shanghaii
29. Steamer to take usual turn of berth at loading port.

WITNESS TO THE SIGNATURE OF

Signed: L. B. Djeng

Pacific United Navigation Co.

Signed: D. L. Wu
Manager.

WITNESS TO THE SIGNATURE OF

Signed:

OLIVIER-CHINE

Signed:

CHINESE MARITIME TRUST, LTD.
~~Raymond & Co. Ltd~~

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

COPY 1

CODES:
BOE, BENTLEY, SCOTT'S 10TH EDITION

Panamanian S.S. "Ramona"

COAL
CHARTER PARTY

Port Courbet To Shanghai

It is this day mutually Agreed between

MESSRS. Tung Cheng Company, Limited, Shanghai.

Charterers, on the one part, and Messrs. Pacific United Navigation Co. Agents of the Good Steamer called the " Ramona " of 1997 Tons Register measurement, of 5350 Tons deadweight carrying capacity or thereabouts, now Trading on the other part.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of Port Courbet (or as near thereunto as she can safely get) and there receive, always afloat, from the Charterer or his/their Agent a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

abt. 4500 tons 10% more or less at ship's option

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Loading port about the 14th May 1941. 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 and Charterers next ensuing.

Cancelling date 24th May 1941.

4.—**LOADING.** For loading the said cargo at loading port customary laydays (Sundays and Custom House holidays excepted unless worked) shall be allowed Charterer or his/their agents to commence after notice in writing has been given them of the steamer being ready to receive the cargo.

Cargo to be loaded at the max rate of not less than 1200 tons per weather working day.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—**DISCHARGING.** Cargo to be discharged and taken delivery of as fast as steamer can deliver but the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day
Shanghai Q. Q. D.	600	do
Hankow	400	do
Kiukiang	250	do
Wuhu	400	do
Nanking	400	do
Chinkiang	400	do
Tungchow	500	do
Tsungming	500	do
Ningpo	500	Tons per Day
Foochow	350	do
Amoy	300	do
Swatow	600	do
Canton & Whampoa	500	do
Wei Hai Wei	350	do
Hongkong	700	do

9.—**DEMURRAGE.** Should the said vessel be detained by said Charterer, or his/their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S. $1800.00 for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Loading port as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—**FREIGHT.** In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

U.S.$16.50 (Sixteen dollars and fifty cents) United States Currency payable by T.T. on New York, credit Pacific United Navigation Co., Shanghai, 25% on signing of Contract 25% on completion of loading and balance before breaking bulk

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, and in case of loss of vessel, same is to be refunded Charterers. Steamer paying customary agency fee.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers' agent at Loading Port and to Owners agent at Shanghai free of commission and charges.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

CHINESE MARITIME TRUST, LTD.
~~Raymond & Co., Ltd.~~

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

COPY 1

CODES:
BOE, BENTLEY, SCOTT'S 10TH EDITION

Panamanian S.S. "Ramona"

COAL
CHARTER PARTY

Port Gourbet To Shanghai

It is this day mutually Agreed between

WAR RISKS CLAUSE

"(1.) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bill of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

"(2.) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S. $1800.00 for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Loading port as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

U.S.$16.50 (Sixteen dollars and fifty cents) United States Currency payable by T.T. on New York, credit Pacific United Navigation Co., Shanghai, 25% on signing of Contract 25% on completion of loading and balance before breaking bulk

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, nnd in case of loss of vessel, same is to be refunded Charterers. Steamer paying customary agency fee.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers' agent at Loading Port and to Owners agent at Shanghai free of commission and charges.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterer which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of Port Courbet (or as near thereunto as she can safely get) and there receive, always afloat, from the Charterer or his/their Agent a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

abt. 4500 tons 10% more or less at ship's option

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Loading port about the 14th May 1941. 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 and Charterers next ensuing.

Cancelling date 24th May 1941.

4.—LOADING. For loading the said cargo at loading port customary laydays (Sundays and Custom House holidays excepted unless worked) shall be allowed Charterer or his/their agents to commence after notice in writing has been given them of the steamer being ready to receive the cargo.

Cargo to be loaded at the max rate of not less than 1200 tons per weather working day.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged and taken delivery of as fast as steamer can deliver but the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day
Shanghai	G. G. D.	
Hankow	400	do
Kiukiang	250	do
Wuhu	400	do
Nanking	400	do
Chinkiang	400	do
Tungchow	500	do
Tsungming	500	do
Ningpo	500	Tons per Day
Foochow	250	do
Amoy	300	do
Swatow	600	do
Canton & Whampoa	500	do
Wei Hai Wei	350	do
Hongkong	700	do

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or his/their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S. $1800.00 for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

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13.—The Master shall sign Bills of Lading for the quantity put on board at Loading port as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

U.S.$16.50 (Sixteen dollars and fifty cents) United States Currency payable by T.T. on New York, credit Pacific United Navigation Co., Shanghai, 25% on signing of Contract 25% on completion of loading and balance before breaking bulk

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, and in case of loss of vessel, same is to be refunded Charterers. Steamer paying customary agency fee.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers' agent at Loading Port and to Owners agent at Shanghai free of commission and charges.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery, boilers or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or ship's husband or manager.

23.—A Brokerage of 1½ per cent of the gross freight earned by this charter to be paid Messrs. RAYMOND & COMPANY LTD. as arranged.

24.—Any dispute arising in connection with this Charter to be settled by arbitration at Shanghai and the decision of Arbitrators or the Umpire chosen by them to be binding on either of the parties hereto and to be considered equal to a rule of Court. Chinese Maritime Trust Ltd.

25.—Penalty for Non-Performance of this Agreement to be proved damages, not exceeding the estimated amount of freight payable by the party delinquent to the party observant.

26.—This contract wherever entered into to be construed and governed by English law.

IN WITNESS WHEREOF we have hereunto signed our names to two copies of this Charter-Party at Shanghai, the fifth day of May One thousand nine hundred and forty-one

27. Despatch money at one-third of Demurrage. 28. Separation mats between qualities of cargo for charterers account. 29. Captain to send a radiogram to "REINHARD, HAIPHONG" 24 hours before arrival of the steamer advising expected arrival at loading port. 30. Extra coolie hire and Customs permit for nightwork, Sundays or Holidays to be paid by the party ordering work in Shanghai. 31. Ship may deviate to Manila F.O. for bunkering. 32. Any lightorage at Port Courbet in connection with loading for Charterers account.

WITNESS TO THE SIGNATURE OF

Signed: K. L. Huang
.....

TUNG CHENG COMPANY, LIMITED.

Signed: S. S. Chu
.....
Manager, Shanghai Coal Dept.

WITNESS TO THE SIGNATURE OF

Signed: L. B. Djeng
.....

Pacific United Navigation Co.

Signed: D. L. Wu
.....
As Agents.

(COPY)

Shanghai, 28th May, 1941.

Messrs. F. S. Godfrey & Co.,

Present.

Dear Sirs,

"Ramona"

This serves to confirm our telephone conversation of yesterday afternoon wherein we informed you that:-

a) Vessel is to proceed to Palembang and there to load her cargo of Coal and Oil for account Power Co.

b) By arrangement with the S-V. O. Co., vessel will be permitted to lift up to 400 tons of bunkers at Palembang which Owners had previously arranged with S-V. O. Co. should be lifted at Manila, at a price of US$20.21 ex installation at Palembang.

It is understood on the strength of this conversation yesterday afternoon, Owners immediately radioed vessel, altering her destination.

We should be obliged if you would convey to Owners our thanks for this.

Yours faithfully,

Per Pro Jardine, Matheson & Co., Ltd.,

Signed.....

Ocean Shipping Dept.

option being exercised, Charterers are to pay Owners for the deviation at the rate of US$3,000.00 for the first day of 24 hours, with pro rata rate for any excess over one day. Customary steamer's disbursements at Balik Papan to be for Owners' account as usual.

32.- Bunkers. Charterers undertake to supply vessel with 100 tons

, Letters of Marque,
es, Lock-outs, Floods,
ard, in Hulk or Craft,
whatsoever of Pilot,
nd every the dangers
es beyond the control

defect in machinery,

Dear Sirs,

"Agencies"

DATA RELATES TO COMPLETE COST TELEPHONE CONNECTIONS OF
Aeroplane Firewood Industry BY INSTALMENT THE FOLLOWING TWO ITEMS:-

a) Assent is to proceed to Tatamapane and Tuple to load net cents of cost and OIT TOT account Tempt Co.

b) By arrangement with the S-V. O. Co.' Agent Multipe Permitted to lift up to 600 tons of pumicite at Tatamapane which Owners has previously attended with S-V. O. Co. should be lifted at Manila, at a price of US$50.5I ex installation at Tatamapane.

If is understood on the arrangement of this connection Aeroplane Firewood Owners immediately Lanton Agent, Straitne net department.

We should be obliged if you would convey to Owners our thanks for this.

Yours intimately,

for Ito Tatsuro, Marubeni & Co., Ltd.,

Signed.....

Ocean Shipping Dept.

Raymond & Co., Ltd.

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

CODES:
BOE, BENTLEY, SCOTT'S 10TH EDITION

S.S. " RAMONA "
(Panamanian Flag)

COAL
CHARTER PARTY

PALEMBANG OR SAMARINDA *To* SHANGHAI

It is this day mutually Agreed between

MESSRS. Jardine, Matheson & Co., Ltd., (Agents for Shanghai Power Company).

Charterers, on the one part, and Messrs. Pacific United Navigation Co. Agents of the Good Steamer called the " "RAMONA" " of 1997 Tons Register measurement, of 5350 Tons deadweight carrying capacity or thereabouts, now Discharging in S'hai. on the other part.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of . (or as near thereunto as she can safely get) and there receive, always afloat, from the Charterer or his/their Agent a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Loading Port about the 5th June 1941. 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 25th June 1941 and Charterers next ensuing.

4.—**LOADING.** For loading the said cargo at 1000 tons per W/W day customary laydays (Sundays and Custom House holidays excepted unless worked) shall be allowed Charterer or his/their agents to commence after notice in writing has been given them of the steamer being ready to receive the cargo. Cargo to be loaded at the rate of not less than 1000 tons per weather working day.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tack e, apparel provisions cabins, and furniture.

8.—**DISCHARGING.** Cargo to be discharged and taken delivery of as fast as steamer can deliver but the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified:—

Chefoo	500	Tons per Day	Ningpo	500	Tons per Day
Shanghai 1000	XXXX	do	Foochow	350	do
Hankow	400	do	Amoy	300	do
Kiukiang	250	do	Swatow	800	do
Wuhu	400	do	Canton & Whampoa	500	do
Nanking	400	do	Wei Hai Wei	350	do
Chinkiang	400	do	Hongkong	700	do
Tungchow	500	do			
Tsungming	500	do			

9.—**DEMURRAGE.** Should the said vessel be detained by said Charterer, or XX their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S.$2,000.- for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Loading Port as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or XXX their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or XXXX their Agent.

17.—**FREIGHT.** In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

For loading at Palembang U.S.$18.00 (United States Dollars Eighteen Only), XX
or for loading at Samarinda U.S.$17.00 (United States Dollars Seventeen only)
Payable by T/T cheque on New York Through Mercantile Bank of India Upon Completion

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in of loading, less cost of x disbursements and bunkers, on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, and in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers agent at Loading port paying customary agency fee. to Owners agent at Shanghai free of commission and charges.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery,

~~F. C. Godfrey & Co.~~
Raymond & Co., Ltd.

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

CODES:
BOE, BENTLEY, SCOTT'S 10TH EDITION

S.S. " RAMONA "
(Panamanian Flag)

COAL
CHARTER PARTY

PALEMBANG OR SAMARINDA *To* SHANGHAI

It is this day mutually Agreed between

MESSRS. Jardine, Matheson & Co., Ltd., (Agents for Shanghai Power Company).

Charterers, on the one part, and Messrs. Pacific United Navigation Co. Agents of the Good Steamer

Palembang or Samarinda at Charterers' option declarable on vessel's arrival at Manila for bunkering en route to loading port

4300 tons 5% more or less at Ship's option plus Deeptank of 360 tons Fuel Oil or coal (at Charterers' option)

5.—Charterer to provide, and be responsible for, any loading permits required. working day.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tack e, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged and taken delivery of as fast as steamer can deliver but the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day	Ningpo	500	Tons per Day
Shanghai 1000	~~XXXX~~	do	Foochow	350	do
Hankow	400	do	Amoy	300	do
Kiukiang	250	do	Swatow	600	do
Wuhu	400	do	Canton & Whampoa	500	do
Nanking	400	do	Wei Hai Wei	350	do
Chinkiang	400	do	Hongkong	700	do
Tungchow	500	do			
Tsungming	500	do			

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or ~~XX~~ their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S.$2,000.- for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Loading Port as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or ~~XXX~~ their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or ~~XXX~~ their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

For loading at Palembang U.S.$18.00 (United States Dollars Eighteen Only), ~~XX~~
or for loading at Samarinda U.S.$17.00 (United States Dollars Seventeen only)
Payable by T/T cheque on New York Through Mercantile Bank of India Upon Completion
for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in of loading, less cost of ~~x~~ disbursements and bunkers, on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port by Charterer or ~~his~~ their Agent free of commission, the same to be deducted from the freight on final settlement thereof, nnd in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers agent at Loading port paying customary agnecy fee. to Owners agent at Shanghai free of commission and charges.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery, boilers or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or ship's husband or manager.

Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of . (or as near thereunto as she can safely get) and there receive, always afloat, from the Charterer or his/their Agent a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Loading Port about the 5th June 1941. 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 25th June 1941 and Charterers next ensuing.

4.—LOADING. For loading the said cargo at 1000 tons per W/W day customary laydays (Sundays and Custom House holidays excepted unless worked) shall be allowed Charterer or his/their agents to commence after notice in writing has been given them of the steamer being ready to receive the cargo. Cargo to be loaded at the rate of not less than 1000 tons per weather working day.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged and taken delivery of as fast as steamer can deliver but the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day
Shanghai	1000	do
Hankow	400	do
Kiukiang	250	do
Wuhu	400	do
Nanking	400	do
Chinkiang	400	do
Tungchow	500	do
Tsungming	500	do
Ningpo	500	Tons per Day
Foochow	350	do
Amoy	300	do
Swatow	600	do
Canton & Whampoa	500	do
Wei Hai Wei	350	do
Hongkong	700	do

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S.$2,000.- for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Loading Port as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

For loading at Palembang U.S.$18.00 (United States Dollars Eighteen Only),
or for loading at Samarinda U.S.$17.00 (United States Dollars Seventeen only)
Payable by T/T cheque on New York Through Mercantile Bank of India Upon Completion

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in of loading, less cost of disbursements and bunkers, on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, and in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers agent at Loading port paying customary agency fee. to Owners agent at Shanghai free of commission and charges.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatsoever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery, boilers or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or ship's husband or manager.

23.—A Brokerage of per cent of the gross freight earned by this charter to be paid Messrs. ~~RAYMOND & COMPANY, LTD.~~ F. S. Godfrey & Co.

24.—Any dispute arising in connection with this Charter to be settled by arbitration at Shanghai and the decision of Arbitrators or the Umpire chosen by them to be binding on either of the parties hereto and to be considered equal to a rule of Court.

25.—Penalty for Non-Performance of this Agreement to be proved damages, not exceeding the estimated amount of freight payable by the party delinquent to the party observant.

26.—This contract wherever entered into to be construed and governed by English law.

IN WITNESS WHEREOF we have hereunto signed our names to two copies of this Charter-Party at Shanghai, the 22nd day of May

One thousand nine hundred and Forty-one

Pacific United Navigation Co.

Signed: L. B. Djeng

Signed: D. L. Wu
Manager.

WITNESS TO THE SIGNATURE OF

Signed:

per pro Jardine Matheson & Co. Ltd.

Signed:
agents, S'hai Power Co.

WITNESS TO THE SIGNATURE OF

Insurance Offices, and in every way fitted for the intended voyage, shall, with due diligence, proceed to the port of Loading (or as near thereunto as she can safely get) and there receive, always afloat, from the Charterer or his/their Agent a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Loading Port about the 5th June 1941. 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 25th June 1941 and Charterers next ensuing.

4.—LOADING. For loading the said cargo at 1000 tons per W/W day customary laydays (Sundays and Custom House holidays excepted unless worked) shall be allowed Charterer or his/their agents to commence after notice in writing has been given them of the steamer being ready to receive the cargo. Cargo to be loaded at the rate of not less than 1000 tons per weather working day.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged and taken delivery of as fast as steamer can deliver but the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	1000	500 Tons per Day	Ningpo	500	Tons per Day
Shanghai		500 do	Foochow	350	do
Hankow		400 do	Amoy	300	do

(COPY)

SPECIAL CLAUSES.

27.- Vessel to take customary turn of berth at loading port to be limited to 24 hours. Any time delayed in excess of this limit to be for Charterers account at demurrage rates.

28.- Rate of loading and discharging to be reversible, and 1/3rd (one/third) of demurrage rate to be paid by Owners to Charterers for all time saved.

29.- Sunday, Holiday and Night Customs Permits payable by Steamer at both ends.

30.- The Owners to be entitled to freight as if the vessel would have proceeded to her chartered destination, if, during the voyage to loading port in ballast, Shanghai be declared a prohibited port by the authorities of the flag under which the vessel sails, and/or if the export of coal to Shanghai be prohibited by the Government of the Dutch East Indies. In the former case charterers to have the option of naming an alternative port of discharge, in which event Charterers to pay a proportionately higher rate of freight if the total distance between Palembang (or Samarinda) to the alternative port designeated by Charterers exceeds by 10% the distance between Palembang (or Samarinda) to Shanghai.

31.- If Charterers elect to load at Samarinda, in terms of clause one, they are to have the option of loading fuel oil in vessel's deeptank at the port of Balik Papan. In case of such option being exercised, Charterers are to pay Owners for the deviation at the rate of US$3,000.00 for the first day of 24 hours, with pro rata rate for any excess over one day. Custmary steamer's disbursements at Balik Papan to be for Owners' account as usual.

32.- Bunkers. Charterers undertake to supply vessel with 100 tons of fuel oil at the price of US$31.50 per ton prior to leaving Shanghai to fulfil the within mentioned charter-party. It is noted that vessel leaves Shanghai en route to loading port via Manila for additional bunkers. In the event that vessel does not receive such bunker at Manila, Charterers undertake to supply vessel with a further 200 tons of fuel oil at loading port at the agreed price of US$31.50 per ton.

33.- All Lighterage and any delay waiting for lighters to be for Charterers' account.

34.- It is understood that vessel has no British Government Trading Warrant, and consequently any delays occuring as result are to be for Charterers' account.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of . (or as near thereunto as she can safely get) and there receive, always afloat, from the Charterer or his/their Agent a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Loading Port about the 5th June 1941. 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 25th June 1941 and Charterers next ensuing.

WAR RISKS CLAUSE

"(1.) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bill of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

"(2.) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

F. B. Godfrey & Co.

~~Raymond & Co., Ltd.~~

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

COPY:

CODES:
SOE, BENTLEY, SCOTT'S 10TH EDITION

S.S. "RAMONA"
(Panamanain Flag)

COAL
CHARTER PARTY

HONGAY &/OR CAMPHA PORT (1 or 2ports at Charterers'option) To SHANGHAI (Two (2) consecutive voyages)

It is this day mutually Agreed between

MESSRS. Hongay Sales Ltd.

Charterers, on the one part, and Messrs. Pacific United Navigation Co. Agents of the Good Steamer called the " "RAMONA" " of 1997 Tons Register measurement, of 5350 Tons deadweight carrying capacity or thereabouts, now Trading on the other part.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and Hongay &/or Campha Port (2 or 2 ports at Charterers' option) shall be ready with her usual equipment to proceed to the port of (or as near thereunto as she can safely get) and there receive always afloat from the Charterer or his/their Agent a full and about 1600 tons 10% more or less at Shipper's option Shanghai complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Loading Port(s) about the 15th July 1941, 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 30th July 1941 and Charterers next ensuing.

4.—LOADING. For loading the said cargo at Hongay &/or Campha Port customary laydays (Sundays and Custom House holidays excepted unless worked) shall be allowed Charterer or his/their agents to commence after notice in writing has been given them of the steamer being ready to receive the cargo.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged and taken delivery of as fast as steamer can deliver but the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day	Ningpo	500	Tons per Day
Shanghai C. Q. D.	600	do	Foochow	250	do
Hankow	400	do	Amoy	300	do
Kiukiang	250	do	Swatow	600	do
Wuhu	400	do	Canton & Whampoa	500	do
Nanking	400	do	Wei Hai Wei	350	do
Chinkiang	400	do	Hongkong	700	do
Tungchow	500	do			
Tsungming	500	do			

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or his/their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S.$ 2,000.- for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Loading Port(s) as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:
For first voyage U.S.$14.50 (United States Dollars Fourteen & cents Fifty only)
For Second voyage U.S.$14.75 (United States Dollars Fourteen & Cents seventy five ")
Freight shall be paid to Pacific United Navigation Co. by T/T Cheque on New York through Mercantile Bank of India.

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port(s) by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, nnd in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers agent Loading Port(s) Paying and to Owners agent at Shanghai free of commission and charges. Customary Agency Fee.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery, boilers or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or ship's husband or manager.

23.—A Brokerage of 2½% per cent of the gross freight earned by this charter to be paid Messrs. ~~RAYMOND & COMPANY LTD.~~ F. B. Godfrey & Co.

F. S. Godfrey & Co.

~~Raymond & Co., Ltd.~~

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

COPY:

CODES:
BOE, BENTLEY, SCOTT'S 10TH EDITION

S.S. "RAMONA"
(Panamanain Flag)

COAL
CHARTER PARTY

HONGAY &/OR CAMPHA PORT (1 or 2ports at Charterers'option) To SHANGHAI (Two (2) consecutive voyages)

17.10.15

It is this day mutually Agreed between

MESSRS. Hongay Sales Ltd.

Charterers, on the one part, and Messrs. Pacific United Navigation Co. Agents of the Good Steamer called the " "RAMONA" " of 1997 Tons Register measurement, of 5350 Tons deadweight carrying capacity or thereabouts, now Trading on the other part.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and [illegible] shall [illegible] proceed to the port of Hongay &/or Campha Port (1 or 2 ports at Charterers' option) (or as near thereunto as she can safely get) and there receive always afloat from the Charterer or his/their Agent a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

abt. 1000 tons 10% more or less at Ship's option

WAR RISKS CLAUSE

"(1.) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bill of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

"(2.) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:
For first voyage U.S.$14.50 (United States Dollars fourteen & cents Fifty only)
For Second voyage U.S.$14.75 (United States Dollars Fourteen & Cents seventy five ")
Freight shall be paid to Pacific United Navigation Co. by T/T Cheque on New York through Mercantile Bank of India.

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port(s) by Charterer or their Agent free of commission, the same to be deducted from the freight on final settlement thereof, nnd in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers agent Loading Port(s) Paying and to Owners agent at Shanghai free of commission and charges. Customary Agency Fee.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatsever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery,

1. That the [illegible] vessel [illegible] shall [illegible] ready [illegible] proceed to the port of Insurance Offices, and Hongay &/or Campha Port (1 or 2 ports at Charterers option) [illegible] (or as near thereunto as she can safely get) and there receive always afloat from the Charterer or his/their Agent a full and about 1000 tons 10 more or less at Ship's option Shanghai complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of thereunto as she can safely get, and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Loading Port(s) about the 15th July 1941, 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 30th July 1941 and Charterers next ensuing.

4.—LOADING. For loading the said cargo at Hongay &/or Campha Port customary laydays (Sundays and Custom House holidays excepted unless worked) shall be allowed Charterer or his/their agents to commence after notice in writing has been given them of the steamer being ready to receive the cargo.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged and taken delivery of as fast as steamer can deliver but the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day	Ningpo	500	Tons per Day
Shanghai C. Q. D.	600	do	Foochow	350	do
Hankow	400	do	Amoy	300	do
Kiukiang	250	do	Swatow	600	do
Wuhu	400	do	Canton & Whampoa	500	do
Nanking	400	do	Wei Hai Wei	350	do
Chinkiang	400	do	Hongkong	700	do
Tungchow	500	do			
Tsungming	500	do			

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or his/their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S.$ 2,000.- for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Loading Port(s) as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

For first voyage U.S.$14.50 (United States Dollars fourteen & cents Fifty only)
For Second voyage U.S.$14.75 (United States Dollars Fourteen & Cents seventy five ")
Freight shall be paid to Pacific United Navigation Co. by T/T Cheque on New York through Mercantile Bank of India.

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at Loading Port(s) by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, nnd in case of loss of vessol, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers agent Loading Port(s) Paying and to Owners agent at Shanghai free of commission and charges. Customary Agency Fee.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatsever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery, boilers or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or ship's husband or manager.

23.—A Brokerage of 2½% per cent of the gross freight earned by this charter to be paid Messrs. ~~RAYMOND & COMPANY LTD.~~ F. S. Godfrey & Co.

24.—Any dispute arising in connection with this Charter to be settled by arbitration at Shanghai and the decision of Arbitrators or the Umpire chosen by them to be binding on either of the parties hereto and to be considered equal to a rule of Court.

25.—Penalty for Non-Performance of this Agreement to be proved damages, not exceeding the estimated amount of freight payable by the party delinquent to the party observant.

26.—This contract wherever entered into to be construed and governed by English law.

IN WITNESS WHEREOF we have hereunto signed our names to two copies of this Charter-Party at Shanghai, the 10th day of June One thousand nine hundred and Forty-one

27.- Steamer to take Customary Turn of Berth at Loading Port(s).
28.- Sunday, Holiday and Night permits payable by Steamer at loading port(s) if worked. At Shanghai payable by party ordering the work.
29.- This Charter-party is for a total of two(2) consecutive voyages.

WITNESS TO THE SIGNATURE OF

Pacific United Navigation Co.

Signed: F. Godfrey

Signed: D. L. Wu
Manager.

WITNESS TO THE SIGNATURE OF

HONGAY SALES LTD.

Signed:

Signed:
Director.

ANGLO-DANISH SHIPPING CO.
Raymond & Co. Ltd.

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

COPY:

CODES:
BOE, BENTLEY, SCOTT'S 10TH EDITION

S.S. "BAHGRA"
(PANAMANIAN FLAG)

COAL CHARTER PARTY

PORT RODON To SHANGHAI

It is this day mutually Agreed between

MESSRS. Olivier Chine, Shanghai. Agents of the Good Steamer

Charterers, on the one part, and Messrs. Pacific United Navigation Co. " of Tons Register measurement abt. 5350 tons Tons deadweight carrying

called the " "

capacity or thereabouts, now Trading on the other part.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of (or as near thereunto as she can safely get) (but not to remain longer than at Owner's or his option) a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Port Rodon about the 1st. July, 1941. 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 17th July 1941 and Charterers next ensuing.

4.—LOADING. For loading the said cargo at Port Rodon customary quick despatch Sundays and Chinese New Year House holidays excepted unless worked) shall be allowed Charterer or his/their agent at Port Rodon after notice in writing has been given them of the steamer being ready to receive the cargo.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged according to customary quick despatch at a number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified :—

Chefoo	500	Tons per Day	Ningpo	500	Tons per Day
Shanghai	600	do	Foochow	350	do
Hankow	400	do	Amoy	300	do
Kiukiang	250	do	Swatow	600	do
Wuhu	400	do	Canton & Whampoa	500	do
Nanking	400	do	Wei Hai Wei	350	do
Chinkiang	400	do	Hongkong	700	do
Tungchow	500	do			
Tsungming	500	do			

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or his/their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S.$2,000.- for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Port Rodon as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

U.S.$15.-- (Dollars FIFTEEN UNITED STATES CURRENCY)
Payable by T/T on New York

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at , by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, nnd in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers' agent at and to agent at free of commission and charges Port Rodon steamer paying customary agency fee.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery, boilers or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or ship's husband or manager.

23.—A Brokerage of per cent of the gross freight earned by this charter to be paid Messrs. RAYMOND & COMPANY, LTD.

ANGLO-DANISH SHIPPING CO.
Raymond & Co. Ltd.

SHIP & FREIGHT BROKERS
CABLE ADDRESS: "RAYCO"

149 YUEN MING YUEN ROAD
SHANGHAI

COPY:

CODES:
BOE, BENTLEY, SCOTT'S 10TH EDITION

S.S. "RAMONA"
(PANAMANIAN FLAG)

COAL
CHARTER PARTY

PORT RODON To SHANGHAI

It is this day mutually Agreed between

MESSRS. Olivier Chino, Shanghai. Agents of the Good Steamer

Charterers, on the one part, and Messrs. Pacific United Navigation Co.

called the " " of Tons Register measurement of 5350 tons Tons deadweight carrying

capacity or thereabouts, now Trading on the other part.

1.—That the said vessel, being properly officered, and manned, tight, staunch, and strong properly ballasted, a good risk in the Local Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of (or as near thereunto as she can safely get) and there receive from Charterers or their Agents on Board a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of Shanghai (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

(abt. 4600 tons 10% more or less at Ship's or his option)

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Port Rodon about the 1st. July, 1941. 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 17th July 1941 and Charterers next ensuing.

WAR RISKS CLAUSE

"(1.) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bill of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

"(2.) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

U.S.$15.-- (Dollars FIFTEEN UNITED STATES CURRENCY)
Payable by T/T on New York

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at by Charterer ~~or their~~ his Agent free of commission, the same to be deducted from the freight on final settlement thereof, nnd in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to agent at and to agent at free of commission and charges. Charterers' Port Rodon steamer paying ~~xxxxxxxxxxxxxxxx~~ customary agency fee.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery,

Insurance Offices, and in every way fitted for the intended voyage, shall, when ready, with all convenient speed proceed to the port of (or as near thereunto as she can safely get) and there receive from the Charterer or his agents a full and complete cargo of Coals, and being so laden, shall proceed with all possible despatch, to the port of (or as near thereunto as she can safely get), and there discharge same in accordance with Bs/Lading and terms of this Charter Party, where she may always safely lie afloat, in the Stream, or alongside at Wharf, but if required to shift berth the expense of so doing to be borne by consignees and the time to count, as may be directed by Charterer, and so end the voyage and charter.

2.—The vessel to have liberty to call at any ports in any order, to sail with or without Pilots and tow and assist vessels in distress and to deviate for the purpose of saving life and property. All derelicts and salvage to be for the benefit of the Owners of the vessel.

3.—Steamer to be ready for Loading at Port Redon about the 1st. July. 1941. 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 17th July 1941 and Charterers next ensuing.

4.—LOADING. For loading the said cargo at Port Redon Customary quick despatch Sundays and Good Friday and Christmas Day and Bank House holidays excepted unless worked) shall be allowed Charterer or his/their agents for 10 consecutive days after notice in writing has been given them of the steamer being ready to receive the cargo.

5.—Charterer to provide, and be responsible for, any loading permits required.

6.—All fines, and or expenses, incurred through errors in manifest and or Bs/Lading to be borne by the Charterers.

7.—The vessel shall in no case be loaded in excess of what she can reasonably stow and carry, over and above her tackle, apparel provisions cabins, and furniture.

8.—DISCHARGING. Cargo to be discharged according to customary quick despatch at the number of tons per weather working day on an average to be in no case less than that stated opposite the name of the port as herebelow specified:—

Chefoo	500	Tons per Day	Ningpo	500	Tons per Day
Shanghai	600	do	Foochow	350	do
Hankow	400	do	Amoy	300	do
Kiukiang	250	do	Swatow	600	do
Wuhu	400	do	Canton & Whampoa	500	do
Nanking	400	do	Wei Hai Wei	350	do
Chinkiang	400	do	Hongkong	700	do
Tungchow	500	do			
Tsungming	500	do			

9.—DEMURRAGE. Should the said vessel be detained by said Charterer, or his/their Agent, beyond the time before specified for loading and discharging, demurrage shall be paid to the Master, or his order, at the rate of U.S.$2,000.- for each and every day of such detention, payable day by day.

10.—The cargo shall be sent alongside and taken from alongside of the vessel within reach of her tackles also stowed, trimmed, and discharged at Charter's risk and expense, (including all labour for loading and discharging) except at Hongkong where cost of stevedorage shall be paid by steamer. Lighterage, if any, at Whampoa to be for account of Charterers.

11.—Wharfage on steamer, if incurred, payable by the vessel at Shanghai but by Charterers at all other ports.

12.—Charterer to have the liberty of sub-letting part or whole of the vessel's deadweight capacity, and the Captain to sign Bills of lading at any rate of freight subject to the conditions of this Charter Party, but if below Chartered rate on an average, the difference to be paid in cash to Captain or Owner's agents at the port of loading.

13.—The Master shall sign Bills of Lading for the quantity put on board at Port Redon as cargo, and all such shall be delivered, steamer not being responsible for weight.

14.—No Cargo, or letters except mails, shall be taken on board without the consent of Charterer or his/their Agent.

15.—The Charterer to pay all dues on cargo but all port light and tonnage dues, towages, pilotage and ballast shall be paid by the vessel with the exception of the Harbour dues at Wakamatzu which are for account of Charterers.

16.—Ropes, Tackles, Steam Winches and Side Ports, if required for loading or discharging to be at the disposal of the Charterer or his/their Agent.

17.—FREIGHT. In consideration of all which, Charterer hereby agrees to pay, or cause to be paid, freight of the said vessel as follows:

U.S.$15.-- (Dollars FIFTEEN UNITED STATES CURRENCY)
Payable by T/T on New York

for each and every ton of 2240 lbs, English of Coals delivered, or on B/L quantity less 2% at Chaterers's option, to be declared before breaking bulk, which shall be paid in cash in Shanghai on right and true delivery of the Cargo.

18.—Sufficient funds for ordinary ship's disbursements, not exceeding what is reasonably necessary, shall be advanced to the Master at , by Charterer or his/their Agent free of commission, the same to be deducted from the freight on final settlement thereof, nnd in case of loss of vessel, same is to be refunded Charterers.

19.—General average, if any, to be settled according to York-Antwerp rules 1924.

20.—The vessel to be consigned to Charterers' agent at and to agent at free of commission and charges. Port Redon steamer paying customary agency fee.

21.—The Master shall have an absolute lien on the cargo for freight, dead freight, or demurrage.

22.—The Act of God, the King's Enemies, Arrests and/or Restraints of Princes, Rulers, or People, Privateers, Letters of Marque, Insurrections, Pirates, Robbers by Land or Sea, Hostilities, or any consequences thereof Riots, Commotions, Reprisals, Strikes, Lock-outs, Floods, Frosts Earthquakes, Epidemics, Accidents to Railways, Mines, Machinery or Lighters, Loss or Damage from Heat or, Fire on Board, in Hulk or Craft, or on Shore, from machinery, boilers steam, or from explosion, Collision, Jettison, Barratry, or any act, neglect or default whatsoever of Pilot, Master or Crew, or other Servants of the shipowners in the management or navigation of the vessel, strandings, and all and every the dangers all accidents of the Seas, Canals, Rivers and of Navigation, of whatever nature or kind, and/or any other accidents or causes beyond the control of the Charterers or Owners which may prevent or hinder the loading or unloading of the Cargo, always mutually excepted.

Ship not answerable for any losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in machinery, boilers or hull, not resulting from want of due diligence by the owners of the ship, or any of them, or ship's husband or manager.

23.—A Brokerage of 2½ per cent of the gross freight earned by this charter to be paid Messrs. RAYMOND & COMPANY, LTD.

24.—Any dispute arising in connection with this Charter to be settled by arbitration at Shanghai in accordance with the Arbitration Rules of the Shanghai Co. the Umpire chosen by them to be binding on either of the parties hereto and to be considered equal to a rule of Court.

25.—Penalty for Non-Performance of this Agreement to be proved damages, not exceeding the estimated amount of freight payable by the party delinquent to the party observant.

26.—This contract wherever entered into to be construed and governed by English law.

IN WITNESS WHEREOF we have hereunto signed our names to two copies of this Charter-Party at Shanghai, the Seventh day of June One thousand nine hundred and Forty-one

27. - Separation mate between quality of cargo for Charterers' account.
28. - Extra coolie hire and Customs permits to be paid by the party ordering the extra work at Shanghai.
29. - Steamer to take usual turn of berth at loading port.

WITNESS TO THE SIGNATURE OF

Signed: .....

Pacific United Navigation Co.

Signed: D.L.W. Manager.

Charterers
Olivier China

WITNESS TO THE SIGNATURE OF

Signed: .....

Signed: .....

Sub-Charterers
OLIVIER CHINE

Signed: .....

（譯　文）

疏八號ノ一

傭船契約書　一千九百四十一年四月十七日

パナマ汽船　ラモナ號

右オリヴアーチヤイネト大安航業公司（The Pacific United navigation co）トノ間ニ契約スルコト左ノ如シ

一、レトン港ヨリ上海迄石炭約四千八百噸ヲ運送スルコト

一、積込ハ千九百四十一年四月廿三日迄ニ積込ノ用意ヲ爲スコト

然ラサレバ取消スコトヲ得

一、運賃ハ一噸ニ付米貨千五百弗

（他ハ略）

大安航業公司支配人

オリヴアーチアイネ

四七

十八

正本

（譯　文）

疏八號ノ二

石炭（運送）傭船契約書

バナマ汽船　ラモナ號

一、契　約　年　月　日　一千九百四十一年五月五日

一、契約ノ當事者　在上海有限責任タン・チエン商會（傭船者）

ラモナ號代理店バシフイツク・ユナイテッド

ナビゲーシヨン會社

一、船　名　汽　船　ラモナ號

一、契約ノ期間ノ區域　コールベツト港ヨリ上海迄

一、積荷ノ種類　石　炭　約四千五百噸

一、運　賃　一噸ニ付米貨拾六弗五拾仙ノ割

四八

（譯文）

疏八號ノ三

傭船契約書

一、契約年月日　一千九百四十一年五月二十二日

一、契約ノ當事者　ジャーデン・マゼソン株式會社（上海電力公司代理店）（傭船者）ト バシフイック・ユナイテッド・ナウイゲーション商會

一、船名　汽船ラモナ號

一、契約期間ノ區域　バレンバン又ハサマリンダヨリ上海迄

一、運賃　バレンバン積込ノ時ハ一噸ニ付米貨十八弗　サマリンダ積込ノ時ハ一噸ニ付米貨十七弗ノ割

一、積荷ノ種類　石炭約四千三百噸ナルモ別ニ傭船者ノ任意

（和譯）

燃料油タンクヘ石炭三百六十屯ヲ積込コトヲ得

（譯文）

疏八號ノ四

傭船契約書

バナマ汽船　ラモナ號

一、契約年月日　一千九百四十一年六月十日

一、契約當事者　傭船者　在上海ホンゲイ・セールス株式會社

バナマ汽船ラモナ號被定期傭船處分者タルバシフイツク・ユナイテッド會社

一、船名　汽船　ラモナ號

一、契約期間ノ區域　ホンゲイ又ハキヤンフワ港ヨリ傭船者ノ任意ニ依リ一航海又ハ連續二航海

一、運賃　第一回航海ノ時ハ一屯ニ付米貨十四弗五十仙ノ割

第二回航海ノ時ハ一屯ニ付米貨十四弗七十五
仙ノ割
石炭約四千六百屯

一、荷ノ種類

（他ノ案乙）

（譯文）

疏八號ノ五

傭船契約書

バナマ汽船　ラモナ號

一、契約年月日　一千九百四十一年六月七日
一、契約ノ當事者　在上海オリウイヤー・チヤイン商會傭船者ト汽船ラモナ號代理バンフイツク・ユーナイテツド會社
一、船名　汽船　ラモナ號
一、契約期間ノ區域　レドン港ヨリ上海迄
一、運賃　噸　米貨十五弗
一、荷ノ種類　石炭約四千六百噸チレドン港ヨリ上海ヘ運送ス

五一

三

天津航業公司等呈國民政府行政院交通部

事由	擬辦	批示	備考
呈為華商購買外輪因限制關係未能過戶換旗現被友軍扣留聯陳經過事實檢具證明文件仰祈俯賜轉請發還俾保產權而維航業事			
附件 證明文件影本全份			

呈字第　號

年　月　日　時到

收文　第字　號

17.

(仮置)

具呈人海星輪船所有人天津航業公司等

呈為華商購置外輪因限制關係未能過戶換旗現被友軍扣留聯陳經過事實檢具證明文件仰祈俯賜轉請發還俾保產權而維航業事竊按輪船為交通利器運輸工具世界各國無不以船舶噸位之多寡與國家富強具聯帶之關係我國商航歷受歐美不平等條約之束縛喧賓奪主其疲敝不振之情形由來已久自八一三中日不幸事件發生以還益形消聲匿跡具呈人等向業商航覺中日兄弟之邦終久必得和平為未雨綢繆計必須預為準備一旦運輸恢復原狀俾可立供需要是以陸續定購外輪先行管理(一)海星(西文名"CAPELLA")輪船載重三一〇〇噸為華商天津航業公司於民國廿九年五月間向挪商華綸洋行所購入根據當時約定忍須保持腦威國籍或移轉巴拿馬國籍條件改懸巴拿

馬旗幟並有信託契約為憑(二)雷夢娜(西文名"RAMONA")輪船載重五三五〇噸為上海華商大安航業公司於民國三十年四月間向天津航業公司所購入仍懸巴拿馬國旗並有信託契約為憑(三)海綏(西文名"ESS")輪船載重一九二四噸為上海華商信統公司委託通成公司於民國廿八年十二月間由挪商華綸洋行所經手向愛綏公司所購入仍懸巴拿馬國旗幟並有信託契約為憑(四)新祥泰(西文名"HSIN TSEANG TAI")輪船載重一一四〇噸為華商泰昌祥輪船行於民國廿年五月間向英商祥泰木行所購入仍掛英國旗幟訂有買賣契約及信託契約為憑且經由友邦同業山下汽船株式會社租用裝運興亞院青島上海間之煤炭有案上述四輪其時間國籍及辦法容有不同其為華商所有之產權則莫不有確實證據而其情形更屬一致溯自我

國府還都具呈人等本擬陸續要求過戶改換國籍無似自歐戰重開以後英美各國所有輪船咸受政府限制禁止轉籍疊次交涉未克如願正切臨履之憂果也大東亞戰爭爆發上述各輪因懸掛旗幟關係先後在上海等處為日本海軍所扣留迫不得已為此瀝陳經過事實檢具各該輪船所有權等證明文件影本聯名呈請

鈞部仰祈

俯賜鑒核上述海星等四輪確為華商所有轉呈

國府賜予轉向友邦交涉發還以便依法登記改懸國旗即行貫澈原有計劃與友邦同業合作經營俾保產權而維航業不勝屏營待

命之至謹呈

國民政府行政院交通部

附呈四輪證明文件影本全份

具呈人海星輪所有人天津航業公司　代表人

雷夢娜輪所有人大安航業公司　代表人

海綏輪所有人信統公司　代表人

新祥泰輪所有人泰昌祥輪船行　代表人

中華民國三十一年二月　日

歐願書（譯文）

一、華商ノ買入レタル外國國籍ノ汽船ガ情勢ノ許サザルニヨリ、ダ外國籍取消ニ至ラザルタメ目下友軍ニヨリ拿捕サレタル事實ノ經過ヲ申述ベ茲許證明物件相添ヘ提出致シタルニ付何卒右釋放方御執成シ願ヒ所有權ヲ確保シ以テ海運業ヲ保護願度件

按ズルニ汽船ハ交通ノ利器ニシテ運輸ノ工具ナリ世界各國船舶噸位ノ多少ハ直チニソノ國家ノ富强ト一聯ノ關係ヲ持ツ我國ノ海運ハ歐米ノ不平等條約ニ束縛セラレテ主客顚倒シテソノ疲弊不振ノ情況ハ既ニ久シク今次事變以來ハ殊ニ憐レムベキ狀況ニ立至レリ願人等ハ海運業ニ從事シ中國、日本兩國ハ兄弟タルベキ間柄ナレバ必ズヤ最後ニハ和平トナル依ツテ豫メ準備ヲナシ置キ一旦運輸ガ平常ニ恢復サルレバ直チニ必要ニ應ゼンガタメ陸續外國汽船ヲ買入レテ之ガ管理ヲナシ居タリ

(一)「海星號」(英名 CAPELLA)汽船ハ三一〇〇噸ニシテ華商天津航業公司ガ民國二十九年五月ノールウエー國商人華倫洋行ヨリ買入レ約定ニヨリ必スノールウエーノ國籍ヲ保持スルカ或ハパナマ國籍ニ變更スルカヲ條件トシテ信託契約ヲ締結セリ

(二)汽船「富夢(仏)號」(英名 RAMONA)ハ五三五〇噸ニシテ上海華商大安公司ガ民國三十年四月天津航業公司ヨリ買入レソノ儘パナマ國々旗ヲ掲ゲ居リ信託契約ヲ有ス

(三)汽船「海海號」(英名 ESSI)ハ一九二四噸ニシテ上海華商信航公司ガ民國二十八年十二月通成公司ヲ代理トシテノールウエー國商人華倫洋行ノ仲介ニテ愛海公司ヨリ買入レタルモノニシテパナマ國々旗ヲ掲ゲ信託契約ヲ有ス

(四)汽船「新畔泰號」(英名 HSIN TSEANG TAI)ハ一一四〇噸ニシテ華商泰昌祥輪船行ガ民國二十八年五月英商祥泰木行ヨリ買入レソノ儘英國々旗ヲ掲ゲ買買契約ト信託契約ヲ有スルガ該船ハ友邦同業山下汽船株式會社ガ偽船シテ興亞院ノ許可ノ下ニ青島ー

上海間ノ石灰運送ヲナシ居タリシナリ

上述ノ汽船四隻ハソノ買入年月、國籍、條件ニツキ多少不同ノ點アルモ中國人ノ所有ナル事ニ就テハ皆確實ナル證據アリソノ狀況一致セリ

惟ソニ國府遷都以後顧人等ハ之ガ名義書換ヲシテ國籍ヲ恢復セント希ヒタルモ第二次歐洲大戰起リテ英、米各國ノ汽船ハ戰時法令ニヨリ國籍變更ヲ禁止セラレ數次ノ交渉ニヨルモ遂ニ果サズ正ニ憂ソベキ結果ヲ來シタルナリ大東亞戰爭勃發後右各船ハソノ掲ゲタル國旗ニヨリ前後シテ上海等ニテ日本海軍ノタメニ拿捕セラレタリ依而不得已右事實經過ヲ申述ベ併セテ右各船ノ所有權ヲ證スルニ足ルベキ證據物件ノ寫ヲ添ヘ茲ニ連名ヲ以テ貴部ニ願出デタル次第ニテ願ハクバ右「海星」等四船ハ確實ニ華商ノ所有ナルコトヲ國府ニ陳情セラレ友邦ニ交渉セラレテ釋放サレタル後ハ法ニ依リ登記シテ國旗ヲ掲ケテ原來ノ方針通リ友邦同業ト合作經營致度コレニヨリ所有權ヲ確保シ航業ヲ維持ナサルル樣伏シテ願上候

CERTIFICATE OF DELIVERY

s.s. "RAmona"

It is hereby mutually agreed that the above steamer, s.s. "Ramona" has been taken over by Mr. D.L.Wu of Shanghai, acting on behalf of the Buyers as from;-

Noon today the 17th April 1941.

in accordance with the terms and conditions of the Sale agreement, dated the 17th April 1941, entered between the Tientsin Navigation Co.,Ltd., acting for and on behalf of the Sellers and Mr. D. L.Wu acting for the PURCHASERS.

Shanghai, 17th., April 1941.

SKLLERS
For TIENTSIN NAVIGATION CO., LTD.

....
Managing Dircclof

PURCHASERS

.....

WITNESS:

WITNESS:

也

民國三十一年二月

顧

人

國民政府行政院交通部 御中

CERTIFICATE OF DELIVERY

"s.s. "Ramona"

If it pertaps ultimatelly appeared that the above
afoesaid, s.s. "Ramona" has been taken over by MM. O.L.L.W
to Shanghai, acting on behalf of the Buyers as from:-
Noon today the 17th April 1961.

In accordance with the terms and conditions of the
Sale agreement, dated the 17th April 1961, entered
between the Transfer Navigation Co.,Ltd., acting for
and on behalf of the Sellers and MM. O. L.W acting
for the PURCHASERS.

Shanghai, 17th. April 1961.

FOR TIENTSIN NAVIGATION CO., LTD.
SELLERS

PURCHASERS

.....
Managing Director

WITNESS:

WITNESS:

17.04.15

第十七号

"s.s. "Ramona" 売渡証書

上海、一九六一年四月十七日

天津航海(株)ハ(貴方ノ)(以下)「ラモナ」ト称スル汽船ヲ貴殿ノ代理人ト称スル下記買主ニ次ノ条件ニテ売渡シタルコトヲ証明シマス

一九六一年四月十七日

天津航海(株)

代表取締役

買主 殿

上海

第十七号 売渡証書

第十七号 売渡証書

原本不良

受渡協定書

[illegible]
汽船ラモナ号

天津航業公司（賣手代表）ト伍德鄰（買手代表）トノ間ニ協定セル一九四一年四月十七日附賣買契約書ノ條件ニ基キ上記汽船ラモナ号ハ一九四一年四月十七日正午ニ於テ買手代表在上海伍德鄰ニ引渡サレルモノナルコト茲ニ双方同意協定スルモノトス

一九四一年四月十七日

賣手
天津航業公司專務取締役
葉緒耕　署名

買手
伍德鄰　署名

証人
二人　署名

釋明答申書

ラモ丁號

右汽船ニ對スル訴願事件ニ付キ前回審問期日ニ於テ御釋明ヲ求メラレタル事項ニ對シ左ノ通リ答申致シ候

一、大安航業公司ノ出資者ノ氏名國籍及ビ出資金額ハ左ノ通ニ此有リ候

葉緒耕	中華民國	米貨金	一一〇、〇〇〇弗
顧宗瑞	中華民國	〃	一一〇、〇〇〇弗
徐貴生	中華民國	〃	一〇〇、〇〇〇弗
鄭良斌	中華民國	〃	四〇、〇〇〇弗
伍德	中華民國	〃	二〇、〇〇〇弗
汪少鶴	中華民國	〃	二〇、〇〇〇弗
合計資本金		〃	四〇〇、〇〇〇弗

五九

四〇

（陳第十一號參照）

右及陳述候也

昭和十七年十月十五日

訴願代理人　陳内惣三郎

同　岩本健一郎

佐世保捕獲審檢所長官

草野豹一郎殿

證據説明書（第二）

ラモナ號

陳第十一號證（證明書）ヲ以テ本件訴願理由全部ノ事實ヲ立證ス

尙本件記錄中ノ小森評定官署名ノ山下汽船株式會社ヨリ提出シタル書類並ニ信託書及ビ本船船長フエルチナンドセンメルマンノ第二回聽取書中「本船ハ實際上ハ支那人ノ所有船デアリ名義ノミウオレム會社ノ所有船トナツテ居ルノデアリマス」トノ記載部分ヲ利益ニ援用シ訴願人ノ主張事實ヲ立證ス

右及陳述候也

昭和十七年十月十五日

訴願代理人　陳内惣三郎

同　岩本健一郎

佐世保捕獲審檢所長官
草野豹一郎殿

請求證明書

上海圓明園路一四九號
大安航業公司

一●創辦時期　民國三十一年四月十七日

二●股東姓名國籍及出資金額

葉緒耕	中國	美金十一萬元
顧宗瑞	中國	美金十一萬元
徐貴生	中國	美金十萬元
鄭良斌	中國	美金四萬元
伍德鄰	中國	美金二萬元
汪少鶴	中國	美金二萬元
	合計	美金四十萬元

三●法人之種類　合資無限公司

四●代表人之姓名國籍

伍德鄰　中國

五、與拉豪那號之關係

民國三十年四月十七日（昭和十六年四月十七日）大安航業公司以美金四十萬元購進華商天津航業公司所　船拉豪那號（名義上船舶所者爲香港郵政華輪洋行向巴拿馬國登記）船價一次付清當即取得其所權以後本船之運航一切由大安航業公司直接經營原擬辦理移轉國籍過戶因國際情勢關係不克辦理過戶手續不得已仍掛巴拿馬國旗而從事於上海方面必需品之運輸

以上各節均與事實相符請予證明

昭和十七年八月二十九日

右代表者　大安航業公司
經理　伍德鄰（印）

上海特別市市商會理事長
袁履登（印）

以上各節均與事實相符特此證明

~~昭和十七年八月二日~~
民國三十一年九月三日

上海特別市市商會理事長
袁履登先生台鑒

六二

證明書

一、創立ノ時期　民國三十一年四月十七日

二、出資者ノ氏名、國籍及出資金額

葉綺	中華民國	米貨金一一〇、〇〇〇弗
顧宗耕	中華民國	〃　一一〇、〇〇〇弗
徐寶生	中華民國	〃　一〇〇、〇〇〇弗
鄭良斌	中華民國	〃　四〇、〇〇〇弗
伍德	中華民國	〃　二〇、〇〇〇弗
汪少鶴	中華民國	〃　二〇、〇〇〇弗
合計資本金		米貨金四〇〇、〇〇〇弗

三、法人格ノ種類　合資會社

四、代表權限ヲ有スル者ノ氏名、住所

伍德鄰　中華民國人

上海國際南路一四九號
大安航業公司

17.10.15

代表者ヲ以テ上海特別市市商會理事長
袁履登殿宛
昭和十七年八月二十九日
上海汽船株式會社上海支店長
代表者 伍 態

右代表者 伍 態

昭和三十年四月十七日（昭和十六年四月十七日ノ誤）
業公司所有船ラモナ號（在香港海員ワーレム船舶ワーレム船舶ヲ名義ノ
主トシテパナマ籍ニ登録シテ大安航業公司ガ代金米貨四拾萬弗
（御時捕）ヲ以テ購入シ所有權ヲ取得セリ、爾後本船ハ運航
一切ハ大安航業公司ニテ直接船舶ヲ運航シ且國籍移轉ヲ計リタルモ
國際情勢關係ニテ船舶ノ移轉出來ザリシタメ無已パナマ籍船
員ヲ揚陸シ專ラ上海向必需品ノタメ運送ニ從事シ居ル
右相違無之事證明相成度此段願候也

昭和十七年八月二十九日

右代表者 伍 態

上海汽船株式會社上海支店長
代表者 伍 態

上海特別市市商會理事長
袁履登殿

右相違ナキコトヲ證明ス

昭和十七年九月三日

上海特別市市商會理事長
袁履登 (印)

上海汽船株式會社上海支店長
代表者 伍 態

六三

通知書

(控)

巴奈馬國汽船ラモナ號捕獲事件ニ付口頭審問期日ヲ昭和十七年十二月十五日午前九時ト定メタルニ依リ此段及通知候

昭和十七年十一月三十日

佐世保捕獲審檢所

首席 長官 草野豹一郎

檢察官中村盛夫

許可代理人陣内惣三郎殿
同 岩本健一郎殿

宛（各通）

佐捕第二十六號 日本標準規格B列五號

審問調書

パナマ國籍船ラ之ナ号捕獲事件ニ付昭和十七年十一月十日佐世保捕獲審檢所ニ於テ

首席（長官）草野敬一郎

評定官 小野謙次郎

評定官 桑原春雄

評定官 中島武雄

評定官 第一主任

檢察官 中村盛夫

書記 山邊九之助

列席ノ上審問ヲ開ク

訴願人大安船舶會社顧問代理人 辯護士 陣内豊三

部及岩本達ノ部為出廷ス

首席ハ

訊問官ニ矢逆アリタルヲ以テ審問ヲ更新スト告ゲタリ

陳述ヲ岩本両弁護代理人ハ

前田ノ審問調書記載通ノ陳述ヲ為シタリ

首席ハ

前田審問ノ際釋明書済ノ各項ニ付釋明ヲ求メタルニ

岩本弁護代理人ハ

昭和十七年十月十五日附釋明答申書ト題スル書面ニ基キ右ノ釋明事項ノ陳述ヲ為シ

證第一号乃至第十号證ノ證拠書類ヲ提出シ昭和十六年七月二十九日附(第一)及仝年十月十五日附(第二)ノ證拠説明書ニ基キ各主張趣旨ノ説明ヲ為シ

首席ハ

右證第一号乃至第十号證ヲ訓廷訊問官ト共ニ本件記録中ノ写及其ノ訳文ト為シタル対照調査シ且検察官ニ之ヲ示シタル上弁護代理人ニ選任シ本件記録中ノ

一、陳述書

一、第一警戒隊江上警戒隊第一拿捕及警戒隊指揮官海軍中佐中村齋藤方部ノ聽取書

一、船長フエルビナンド、センメルマン、ノ聽取書ノ右記載要旨ヲ告ゲ且押收中ノ本件船舶書類等全部ヲ示シ解者ノ他ノ陳述ヲ促シタルニ

岩本部隊内堀人ハ

右押收物件中ノ船舶書類ガ本件拿捕船ノ船舶書類ナルコトヲ認メタル外第解者ノ他ノ陳述ヲ待スベキコトナク又他ニ提出スベキ證據ナシト述ベタリ

検察官ハ

本件被船ハパナマ國ニ籍ヲ掲揚シ居タルモノナル以上ノ大事並敵第三ニ於テ敵國ノ執ルベキ措置ニ關シ大正二年海軍省令海第八号海戦法規ノ部ト異ル規定ヲ適用スルノ件ニ關シ第一條ニ掲グル第十八條第一項ニ該當スルモノト認フベク同第八條ノ所有者ガ敵性ヲ有スルモノナルト否トニ拘ラズ敵船ト看做ス建前ナル以上本船ガ中華民國人ノ所有ナリトスルモ敵船ト看做ス外ナキヲ以テ捕獲ノ檢定相成ルベキヲト思料スル旨意見ヲ陳述シ

陣内岩本両部長代理人ハ
他ニ陳述スベキコトナシト述ベ

首席ハ

審問ヲ終結シ来ル十九日午前九時検定宣
告スベキ旨告ゲタリ

前同日於同所
警保局捕獲審査所書記 山邊九之助
警保局捕獲審査所長官 [illegible]

六七

列席

検定宣告調書

パナマ國汽船ラモナ號捕獲事件ニ付昭和十七年
十二月十七日午前九時佐世保捕獲審査所ニ
於テ

首席(長官) 草野豹一郎
評定官 小野謙次郎
評定官 桑原春雄
評定官 中島武雄
評定官 萬年直矢
検察官 中村盛夫
書記 稲垣鐵夫

訴願代理人陣内惣三郎及同岩本健一郎出頭セズ

首席ハ

検定ヲ宣告ス

前同日於同所

佐世保捕獲審検所書記　稲垣鐵夫

佐世保捕獲審検所首席（長官）

院長

検定書謄本下付願

ヲモテ　ナリ

右拿捕事件ニ付昭和十七年十二月十七日検定セラレタル検定書ノ謄本ヲ速ニ下附相成度此段申請也

昭和十七年十二月十七日

右訴願代理人　岩本健一郎

陣内惣三郎

佐世保捕獲審検所

首席長官　草場鉞一郎殿

岩本建一郎法律事務所

事務所　長崎市梅ヶ崎町四番
川南工業株式會社内（電話代表四五〇〇番）
自宅　長崎市今博多町二十四番地（電話三七四四番）

17.12.11
1028

送付書

第九號ハ十月國法報ニモナ號

検定書謄本一通及送付候

昭和十七年十二月十九日

佐世保捕獲審検所書記

佐世保捕獲審検所検察官

御中

捕獲事件ニ付

右検定書謄本受領ス

昭和十七年十二月二十一日

検察官印

右検定書謄本受領候也

昭和十七年十二月十九日

岩本俊一郎

七五

大日本帝國政府

月日 八 發第 さ九 號

「パナマ」國汽船「ラモナ」號捕獲事件檢定ニ對スル抗議本廳ニ於テ檢定ヲ了シタルニ依リ右事件記錄貳冊及證據書類別途小包郵便ヲ以テ返送候也

昭和十八年八月二十三日

高等捕獲審檢所長官　清水澄

佐世保捕獲審檢所長官　杉浦忠雄殿

大日本帝國政府

月日 八警第 六八 號

訴願代理人辯護士陣内惣三郎同岩本健一郎ノ提出シタル「パナマ」國汽船「ラモナ」號捕獲事件ノ抗議ニ對シ本廳ニ於テ檢定ヲ了シタルニ依リ別冊檢定書謄本貳通及送付候内壹通ハ貴所檢察官ヘ壹通ハ右訴願代理人ヘ送付相成度候也

昭和十八年八月二十三日

高等捕獲審檢所長官　清水澄

佐世保捕獲審檢所長官　杉浦忠雄殿

訴願代理人ヘ別紙送達ス　八月二十六日

大日本帝國政府

別冊捕獲審檢所長官　杉浦忠雄殿

高等捕獲審檢所長官　清水澄

昭和十八年八月二十三日

捕獲審檢定書

八警第 六八 號

「パナマ」國汽船「ラモナ」號ニ對シ本邦ニ於テ捕獲ヲ行ヒタル事件ニ關シ本日檢定ヲ了シタルニ依リ別冊檢定書謄本貳通及送付候内壹通ハ貴所檢察官ヘ壹通ハ訴願代理人ヘ送付ス

送付書

捕獲事件ニ付

パナマ丸沈没ノ「ラモナ」弾
検定書謄本一通及送付候
高等捕獲裁判所書記官
昭和十八年八月二十七日

佐世保捕獲審検所書記

佐世保捕獲審検所検察官
御中

右検定書謄本受領ス

昭和十八年八月二十七日

検察官印

佐捕第二十五號　日本標準規格B列五號

南長48

高等捕獲裁判所第八部事件
（高等捕獲裁判所第九部事件）

佐捕乙第七五二號

漁船ノ元ナ弾

別紙檢定書ノ通捕獲ト檢定相成確定候條捕獲審檢令第二十九條ニ依リ貴廳衙ニ於テ保管ノ儘執行トシテ及引渡候

昭和十八年九月十四日

佐世保捕獲審檢所

檢察官

佐世保鎮守府司令長官　殿

長官

受領書

汽船うもな號

右捕獲事件檢定確定ノ上執行トシテ引渡ニ付檢定書ノ謄本ト共ニ受領致候

昭和十八年十一月二十四日

海軍省兵備局長 保科善四郎

佐世保鎮守府

檢察官 簿永榮吉殿

（事件第九號）

18.11.27

130

七九

受領書

（事件第九號ノ二）

汽船ラモナ號ノ載貨タル石炭千八十噸

右捕獲事件解放ト檢定確定候處右載貨檢定書ノ謄本ト共ニ受領致候

昭和十八年二月二十八日

海軍省兵備局長 保科善四郎

佐世保捕獲審檢所

檢察官 德永榮吉 殿

警察官 齋藤 栄 吉 殿

所管捕獲審査所

昭和十八年二月二十八日

捕獲審査所ノ決定ニ係ル貨物ノ受領証書ノ謄本ト共ニ受領証書

左記貨物ノ受領ヲ証ス

記

受領者 （事件番号ハ二）

一 機密第一九號ノ四

昭和十九年二月二十四日

佐世保捕獲審査所評定官殿

海軍 第一海軍警理部部員

拿捕船載貨ニ關スル件照會

昭和十八年一月二十七日附官報第四八〇一號ヲ以テ解放ノ報定アリタルラモナ號載貨タル石炭四千噸ノ中千八十噸ニ就テハ當部ニ於テ保管セル換價處分金ニテ九六九九四圓八一錢ヲ補償致シ候モ殘部ニ就テハ解放ノ報定ナキタメ補償ヲ受ケ得ザルヲ以テ別紙ノ通之ガ所有權ノ確認ト返還

一補償ヲ要求シ來リタリ

當時ラモナ號載貨タル石炭ノ數量詳カナラザリシタメ當部ニ於ケル調書

一事後作製セルモノ一ニハ石炭二四四三屯積載シアリタルモノトシテ處理シタルモノニシテラモナ號ヨリライター又ハ戎克等ニ移載セル分ハ除

外シタリ

佛側ノ言ヒ分ニ依レバ四二八一屯中一二二屯ハ碼頭ニ陸揚濟ナリシヽタメ拿捕ヲ免レ殘余ノ三〇五九屯中一〇八〇屯ニ就テ解放ノ假定アリタルモノナリ

三〇五九屯ト一〇八〇屯トノ差一九七九屯ニ就テハ如何ナル辭ニ積ミアリタルヤ當部ニテハ詳細不明ノ上之ニ就テハ何等假定ナキヲ以テ佛側ノ抗議ニ對シテモ責任アル問答ヲナシ得ザル狀態ニアルタメ捕獲審檢所ヨリ適當ニ佛側ニ對シ了解セシメラレ度

（別紙）

海軍

（終）

海軍

一昭和十八年一月十七日付第百[illegible]号ニ關スル件

一昭和十八年一月二十八日付第百[illegible]号ニ關スル件

一昭和十八年一月二十四日付第[illegible]号ニ關スル件

一昭和十八年一月二十四日付第[illegible]号ニ關スル件

COPY

INVOICE No. 591

Shanghai, December 31st 19 42

M The Imperial Japanese Navy

Dr. to HONGAY SALES, LTD.

s/s "R A M O N A " arrived Shanghai on 5/12/41
requisitioned by the Imperial Japanese Navy.

3059 Metric tons of Hongay Coal
Price F.O.B.

		US$	US$	
Small Lump	T 702.1/4 at US$5.15	3616.59		
Less 2%		72.33		
		-------	3544.26	
Nuts 15/28	T 797.1/2 at US$4.60	3668.50		
Less 2%		73.36		
		-------	3595.14	
Peanuts 10/18	T 844.1/2 at " 4.00	3378.00		
Less 2%		67.56		
		-------	3310.44	
Stoker Peas 3/10	T 714.3/4 at US$3.10	2215.73		
Less 2%		44.31		
		-------	2171.42	

	Total :	US$	12621.26	
	at 20		CRB$	252,425.20

Plus:			
-Insurance US$37.97 at 20	L.T.	CRB$	759.40
-Freight 3083.294 M.T. at 1016 =3034.738 - 2%			872,405.77
= 2974.043 long tons at CRB$293.34			20,636.97
-Customs duty at $6.75			6,855.15
-Lighterage (1719 T.1/2)			1,478.77
-Stevedore (1719 T.1/2)			36.70
-Customs dues			113.41
-Bamboo mattings			
Total cost Price.....		CRB$	1,154,744.37
Commission for Hongay Sales Ltd. at 5%.....			57,735.57
T O T A L :		CRB$	1,212,446.94

which makes an average
of CRB$396.35 per ton

Made S.L.Ko

Checked by L.S.

E. & O. E.

Translation

LETTER TO MONGAY SALES,LTD.

Shanghai, 11th December 1941.

Dear Sirs,

Request that the necessary demarches be made to obtain the return of the "Native Lighters" captured by the Japanese Navy.

We regret to inform you that out of the 58 "Native Lighters" which were used for the unloading of coal from the s/s "Ramona", 30 ladden with coal and 2 empty ones - a total of 32 lighters - were captured by the Japanese Navy.

We request you to make immediately the necessary demarches to obtain the return within the shortest time possible of the 32 captured lighters. In case where you would fail, it is you who would take full responsibility for these captured lighters.

We are, dear Sirs,

Yours faithfully,

SHANGHAI UNION TRANSPORTATION CO
(YUE CHING KEE)

(seal)

HONGAY SALES, LIMITED

SOCIÉTÉ FRANÇAISE À RESPONSABILITÉ LIMITÉE

7227 PD/BR

34 Great Shanghai Road,
Shanghai,
January 21st 1944.

Dear Sir,

With reference to your request, we beg to hand you herewith:

1.) Copy of the Memorandum summing up the s/s "Ramona"'s unloading position as at December 8th, 1941, at 6 o' clock in the morning, and the requisitioning, by the Imperial Japanese Navy, of the 3059 tons of coal which were still:

A - on board of the 23 native lighters tied up alongside the French Bund..1100 to 1180 T.

B - on board
a) of the 3 registered lighters belonging to Mollers' Ltd..... 300 to 400 T.

b) of the 7 native lighters ..... 299 T.

(These 10 lighters were alongside the s/s "Ramona")

C - on board the s/s "RAMONA".....1200 to 1300 T.

TOTAL 3059 Tons

2.) A photo of the invoice of the "Shanghai Union Transportation Co." (Yue Ching Kee), owner of the 30 native lighters indicated above (23 + 7).

This invoice covers the following:

Coal which was on the

	23 native lighters alongside the French Bund.....	1172 T.
and	7 native lighters alongside the s/s "Ramona".....	299 T.
		1471 T.

3.) A photo of the invoice of the Stevedore Yang Teh Piao" pertaining to:

a) 23 native lighters.....	1172 T.
b) 7 " "	299 T.
c) 3 registered lighters (Moller's)....	248 T.½
	1719 T.½

These figures show a few differences as compared

to those of the memorandum, for, the coal being weighed only upon unloading on the French Bund (and not on the steamer), the distribution of the 3059 tons remaining to be unloaded on the wharf could be established only in an approximate manner. The figures indicated on the invoice of the "Shanghai Union Transportation Co. (1172 T. + 299 T. = 1471 T.) can be considered correct, as, through practice, the capacity of each native lighter is known almost accurately. The contents of the 3 Moller registered lighters are less accurate as their loading had not been finished.

The total tonnage requisitioned, that is: 3059 tons, cannot be doubted as this figure represents the difference between two known figures taken from two official documents:

The Bill of Lading.....	4281 tons
The Weighing Report for 1222 tons unloaded on the French Bund before the 8th December 1941.....	1222 "
Difference.....	3059 tons

We know the tonnage unloaded on the 30 Chinese lighters, viz.....	1471 tons
The Imperial Japanese Navy has been able to establish that there remained on board the s/s "Ramona".....	1080 tons
	2551 tons
The difference, that is..... was therefore loaded on board the 3 registered lighters (Moller's).	508 tons
TOTAL.....	3059 tons

As an additional evidence concerning the 30 native lighters which were already loaded with coal, we hand you herewith translation of a letter from the "Shanghai Union Transportation Co." dated December 11th, 1941, holding our Company responsible for the 32 lighters requisitioned by the Imperial Japanese Navy, 30 of which were loaded with coal and 2 empty, in case the Imperial Japanese Navy would not return them to him. These lighters, we believe, were returned to the Shanghai Union Transportation Co. (Yue Ching Kee) after the removal of this coal and this Company then withdrew its claim against us.

(The three documents 1), 2) and 3) mentioned in this letter have already been previously handed to the Japanese Consulate General through the intermediary of the French Consulate General.)

We beg to remain, dear Sir,

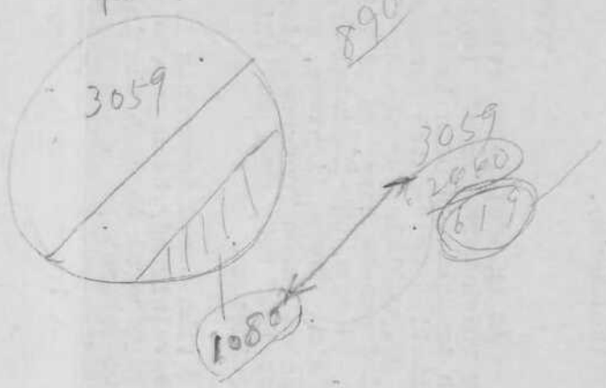
Yours faithfully,
HONGKONG [illegible] Ltd.
DIRECTOR

To:
Capitaine de Vaisseau CRISON,
Chief of the French Naval Base,
Shanghai.

The coal which
I can recognize as ramona
2440 ton

Ramona

890



COPY

M E M O R A N D U M

CONCERNING THE SEIZURE BY THE IMPERIAL JAPANESE NAVY, ON DECEMBER 8TH, 9TH AND 10TH, 1941, OF 3059 TONS HONGAY COAL BELONGING TO THE FRENCH COMPANY "HONGAY SALES,LTD", BROUGHT TO SHANGHAI BY THE S/S "RAMONA".

The s/s "RAMONA", under Panamanian flag, left Camphe Port on November 28th, 1941, with a cargo of 4281 tons of Hongay coal coming from the Mines of Société Française des Charbonnages du Tonkin and intended for their distributing agent in Shanghai: the French firm "HONGAY SALES,LTD.", 1 The Bund.

According to the bill of lading, dated November 28th, 1941, endorsed in favour of Hongay Sales,Ltd., by the Shanghai agent of the Société Française des Charbonnages du Tonkin, this cargo of 4281 tons consisted of the following:

1100 T. Small Lump,
1100 T. Washed Nuts 15/28,
1100 T. Washed Nuts 10/18,
1015 T. Special Dust 3/10 (Stoker Peas).
4315 T.
34 T. Moisture to be deducted.
4281 T.

The s/s "RAMONA" arrived in Shanghai on December 5th, 1941.

This steamer was berthed at buoys 1 and 2, opposite the Roosevelt Terminal, and started, on December 5th, 1941, at 6 o'clock in the afternoon, the unloading of her cargo into lighters.

-o-

On December 8th, 1941, at 6 o'clock in the morning, at the time of the outbreak of hostilities, the discharging

position was as follows:

I.) 1222 tons had been unloaded on the French Bund and transported to the coal yard of Hongay Sales,Ltd., on Avenue Joffre. As usual, this coal was weighed upon unloading at the French Bund. The weighing was controled and confirmed by the usual surveyors of Hongay Sales, Ltd.: Messrs. Paulsen & Bayes-Davy, in the presence of the representatives of Hongay Sales,Ltd. and those of the discharging contractor.

According to the Weighing Report of Messrs. Paulsen & Bayes-Davy, dated December 11th, 1941, a copy of which is attached hereto, the 1222 tons unloaded consisted of:

397.6/8	metric tons		Small Lump,
293.1/2	"	"	Nuts,
245.1/2	"	"	Peanuts,
285.2/8	"	"	Stoker Peas.
1222 metric tons.			

II.) Hongay Sales,Ltd. therefore still had to take delivery of:

3059 tons (4281 - 1222 = 3059 T.) consisting of:

702.1/4	metric tons		Small Lump,
797.1/2	"	"	Nuts,
844.1/2	"	"	Peanuts,
714.6/8	"	"	Stoker Peas.
3059 metric tons.			

These 3059 tons have been seized by the Imperial Japanese Navy, on December 8th, 9th and 10th, 1941. Their value is shown

in the attached invoice No.591, dated December 31st, 1942.

-o-

According to the information gathered by Hongay Sales, Ltd., immediately after the seizure, the 3059 tons of coal were distributed approximately as follows:

A) 1100 to 1180 tons were loaded on 23 Chinese lighters, tied up at the French Bund and ready to be discharged.

The numbers of these lighters and their contents were as follows:

No.	57	containing	about	48 tons
	39	"	"	55 "
	52	"	"	55 "
	81	"	"	50 "
	87	"	"	50 "
	47	"	"	35 "
	33	"	"	45 "
	55	"	"	47 "
	28	"	"	45 "
	73	"	"	32 "
	41	"	"	60 "
	38	"	"	55 "
	79	"	"	50 "
	65 or 61	"	"	60 "
	72	"	"	40 "
	3675	"	"	52 "
	4589	"	"	60 "
	12572	"	"	62 "
	v17974	"	"	80 "
	1669	"	"	80 "
	5104	"	"	52 "
	35	"	"	35 "
	3	"	"	24 "
	23 lighters	"	"	1100 to 1180 T.

B) Abt.600 to 700 tons had been unloaded on lighters, standing alongside the s/s "RAMONA".

These consisted of:

a) - 3 registered lighters belonging to Mollers' Ltd., viz:

Fairylight	) containing	
Beautylight	) probably	300 to 400 T.
Snappylight	) about	
to be carried forward		300 to 400 T.

Brought forward.... 300 to 400 T.

and

b) -7 Chinese Lighters, the numbers and contents of which were as follows:

No.4570	containing about	50 T.
10094	"	" 70 T.
4419	"	" 67 T.
1408	"	" 34 T.
13439	"	" 58 T.
4371	"	" 10 T.
2581	"	" 10 T.
7 lighters	"	"299 T.

PROBABLE TOTAL, about 600 to 700 tons.

(These 7 lighters, added to the 23 lighters tied up at the French Bund, brought up to 30 the total number of Chinese lighters).

C) Abt.1300 to 1300 tons were still on board the s/s "RAMONA".

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On December 10th, 1941, the French Consulate General was advised by letter of the seizure of the cargo of the s/s "Ramona" by the Imperial Japanese Navy, and they in turn immediately notified the Japanese Consulate General.

Furthermore, the Japanese Authorities were advised of this seizure on December 8th, 1941, by the Chairman of the Coal Control Committee who addressed a letter to Mr. Ikeda, and also by the Mitsui Bussan Kaisha.

寫真版

二葉在中

上海合衆運輸公司

尊賬

鴻基宝公司 台照

中華民國廿〇年弍月五日

1471
85736.90

計國幣伍千柒百叁拾六元九角

又 收 又 未到 共壹千四百七拾壹噸

又 又 又 未到 (已到)

天津路四九號 電話 大業煤號 中國 五〇五六九 五二三 二一 八八

付來 DR.

DEBIT-NOTE

Hongay Sales Ltd

楊德標 YANG TEH PIAO STEVEDORE

付來日期 DATE 付來號數 D/N No. 101

請注意付款時另有正式收據為付款之憑 A Formal receipt will be given in payment of this D/N

項目 DETAIL	單價 Unit Price	計數 AMOUNT
Slededoing		
Coal discharged to lighters 1719½ tons	@38cts	1,478.77

開來人 收對人

昭和十九年三月九日 発送

十九年三月九日
佐機甲二五

佐世保警察署

佐世保捕獲審検所

第一海軍経理部長殿

金揚船ヲモテ猶載貨ニ関スル件

標記ノ件ニ関シ去月二十四ノ第一経機密第一九号ノ四ノ此ノ当審検所評定ニ基ク処分ノ趣ヲ承知シ載貨ハ石炭約一〇〇トンニシテ上海港務部ヲシテ事件進致（昭和十六年十二月

二十五日ノ上海機密第二三號ノ六五）アリタルモ
ニシテ當審檢所ハ右送致ノ件關係ニ於テ事
件發展シタルモノト認メ檢察ヲ為シタル次第ニ
付テハ以外ノ報告ニ付テハ關知スル限リニ於
之候　此段及回答候也

長官

官房軍第五八〇號

昭和十九年五月十一日

佐世保捕獲審檢所長官殿

海軍省副官

上海ニテ拿捕サレシ「バナマ」汽船「ラモナ」號積載石炭ノ件照會

首題ノ件ニ關シ別紙ノ通在本邦佛國大使館附海軍武官ヨリ照會有之候ニ付テハ御調査ノ上通知ヲ得度

（別紙添）

（終）

海軍

注意

佐世保捕獲審檢所

捕獲事件第九号ノ載貨
一七、一二、一七解放指令
（印各通庶一〇八〇頁）

佐鎮接受
19. 5. 19
佐鎮司令部

19.5.20
43

別紙

佛國大使館附海軍武官第二十六號

昭和十九年五月四日

東京市麻布區富士見町三十三
佛國大使館海軍武官室
電話三田(46)二五四一番
海軍中佐　フランソア　バシ

海軍省副官海軍大臣横山一郎殿

上海ニテ拿捕サレシ「バナマ」汽船「ラモナ」號積載石炭ノ件

在上海佛國海軍聯絡部長海軍少佐ハ小官宛左記ノ件ヲ通知シ來リ候

(1) 東京佛國採炭會社（ホンゲイ・セールス）ノ所有ニ係ル「バナマ」貨物船「ラモナ」號ニ積載シアリシ石炭三、〇五九噸ハ上海ニ於テ昭和十六年十二月八日日本海軍ニ押收サレ候、而シテコノ石炭ノ量ノ内譯

海軍

左ノ如クニ候

「ラモナ」號ト共ニ押收サレシ同船所積ノ石炭一、〇八〇噸ハ昭和十九年一月前記會社ニ支拂ハレ候

艀舟ニ積卸シアリ、之ト共ニ押收サレシ一、九七九噸ハ未ダ支拂無之候

(2)

在上海日本海軍經理部ハ一件書類ヲ佐世保拿捕審判所ニ送附シ以テ押收石炭支拂許可決定ヲ乞ハレ候モ審判所ヨリハ未ダ御回答無之候

在上海佛國海軍聯絡部長海軍少佐ハ貴官ガ佐世保拿捕審判所ニ御問合セ被下サレ、在上海日本海軍經理部ニ對シ同審判所ガナサレントスル所ヲ當方ニ御教示被下マジク候ヤ、右貴官ニ御願ヒスルヤウ申越シ候

先ハ右略儀乍ラ書面ヲ以テ御願ヒニ及ビ候次第ニ御座候

敬白

決議 昭和十九年 五月二十二日 發送 昭和 年 月 日

長官

19.5.22
239

佐捕乙 二三九

海軍省副官宛

長官

拿捕船バナマ國籍汽船ラモナ號載貨處置ニ關スル件回答

本月十二日附官房第五八〇號ヲ以テ標記ノ件ニ付御照會ノ趣了承第五八〇號本年二月二十四日附第一海軍經理部部員ヲシテ當檢所詳

定官免別紙甲號ノ通照會アリテ同年三月九日
附書檢和ヨリ右經理部部長宛乙號ノ通回答
シ免經過有之後回答ニ係リ明カナル如ク書檢和
トシテハ之ヲ送付スル外ナシ部分ニ付テハ事件ノ處理
シ之カ檢定ヲ為シ免改第ニシテ送付ス其載
後ニ付テハ關係書之從テ之ニ付右照會ノ事由ニ
捕獲書檢和ヨリ通告ニ係ル解セラレタル度トア
ルモ關係ノ事項ニ付シ斯ルコトヲ為シ得ベカラザル事
出ノ旨照會ト申聞ス事ヲ以テ慶候