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PREFACE

It is already fifty years ever since Kobe Shipping Exchange, Co., Ltd., the former name of the Japan Shipping Exchange, Inc., was established in the central shipping market of the day in the Orient, Kobe.

The function of the "Shipping Exchange" ceased several years after establishment, because Free Market was not yet fully developed in Japan in those days. However, in order to 'contribute to the smooth development of shipping trade' which is the primary object, the organization of Kobe Shipping Exchange, Co., Ltd. as a joint stock company was once dissolved and then reorganized as a non-profit body of the Japan Shipping Exchange, Inc., consisting of shipowners, merchants, ship brokers, shipbuilders and marine underwriters. This new association has enjoyed public trust up to the present through its various activities such as maritime arbitration, mediation, valuation, supply of expert opinion, drafting of forms of maritime contracts, conducting of investigations, announcement of news, publication of an official organ, etc.

What is noticeable about the activities of the Exchange particularly for the last decade may be that it has internationally advanced in terms of maritime arbitration and drafting of forms of maritime contracts in keeping with Japanese development of international notice in respective fields of shipping, shipbuilding and trade. As for relation to and cooperation with international organizations, Mr. C. Barcley, President of the Institute of Arbitrators of the United Kingdom and Mr. A. Clyde, President of the London Maritime Arbitrators Associations were newly added as members of our Maritime Arbitration Commission in May, 1970; Mr. Y. Ichii, President of our Exchange, was admitted as a fellow of the Institute of Arbitrators, U.K., in February, 1970. On the other hand, our Exchange has been one of the International Arbitration Centers of ICC as regards drafting of forms of maritime contracts, it is now in cooperative relation with The Baltic and International Maritime Conference for the main-

tenance and establishment of a better maritime commercial practices; our Exchange took charge of making of reports concerning International Shipping Legislation Study on the law governing bills of lading in Japan for the Working Group of UNCTAD in 1970.

Ever since the first number of the Bulletin was issued in February, 1964, we have continued publishing annually up to the 5th number in February, 1968, and the 6th number is expected now. The delay in the issuance of the present number is due to the fact that the publication of full arbitral award in details is getting more and more difficult because it presupposes a mutual agreement and cooperation between the parties concerned. After deliberation, we have this time decided to publish the summary of the contents without mentioning names of those concerned. The contents cover the introduction of five typical cases selected from among other cases dealt with recently aiming at a wide application of this booklet as a guide to arbitration, concurrently with the introduction of some activities related to the Documentary Committee.

A good use of this booklet would be greatly appreciated.

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On 23rd May, 1966, a Voyage Charter of the steamship *Judy* (hereinafter referred to as "the Vessel") was signed between Claimants (Shipowners) and Respondents (Charterers). This Voyage Charter (hereinafter referred to as "the Charter) was in the form of NANYOZAI 1960 of the Japan Shipping Exchange, Inc.

CLAIMANTS' case is as follows:-

(1) Stevedore damage.

The Vessel suffered damage through stevedores' bad handling of the winch and Respondents' carelessness in loading at Tanjonmani and Lawas and in discharging at Tokyo. The Vessel was free from damage upon the completion of discharging during the last voyage and was through with the necessary inspection. Undoubtedly, for this reason, the damage to the

Vessel is what occured during the Vessel's performance of the Charter and should be due to Respondents' liability by virtue of clause 11 of the Charter stipulating that "Charterers are to be responsible for proved loss of or damage (beyond ordinary wear and tear) to any part of the Vessel caused by stevedores at both ends". The master of the Vessel was unable to obtain damage certificate although he demanded it on stevedores. It can be known from the damage given to the winch and its surroundings that are closely related to stevedores' work, Damage Notices addressed to stevedores or Respondents from the master of the Vessel and the estimate for repair as well as the Invoice from the dockyard that the damage is "proved damage" of the clause 11 of the Charter. As for the remark of clause 11 "provided damage amount should exceed U.S.$1,000.00 per port", there can be no dispute since damage that occurred at each port exceeded U.S.$1,000.00. For the aforementioned reasons, Respondents should be liable for the expense for repair of damage amounting to U.S.$16,434.32.

(2) Demurrage and despatch money.

The Vessel, when anchored at the first discharging port of Osaka at 7 p.m., 1st July, 1966, under the Charter, was required by Respondents to proceed straight to the port of Shimizu. So, Claimants accepted the Respondents' requirement on condition that laytime should commence upon the Vessel's arrival at the port of Shimizu. As the Vessel arrived at Shimizu at 2 p.m., 3rd July, laytime commenced at that moment and expired at 10.23 a.m., 9th July. Accordingly, Respondents should be liable for the demurrage of U.S.$10,777.78 for 13 days 11 hours and 20 minutes. The despatch money to be deducted from the above-mentioned demurrage is U.S.$475.28. The Respondents' Time Sheet shows that loading was made at some hatches while raining and not at the others. According to the Charter, loading is to be made on weather working days. Therefore, if there is a hatch where loading is made even in rain, the time while raining should not be excluded from laytime.

(3) Custom authorities' overtime wages.

Respondents claim from Claimants the payment of custom authorities' overtime wages which Respondents paid at the port of Lawas, but the said wages, being related to the cargo, should be paid by Charterers, namely, Respondents by common practice.

(4) Shortage of cargo.

Shortage of cargo cannot be considered as arising from anything other than tally man's mistally. Since Respondents did not take any steps for interruption of prescription before 31st May, 1968, the deadline agreed on by the parties concerned, the right of claim for compensation for damage caused by shortage of cargo is barred by prescription.

RESPONDENTS pleaded as follows:-

(1) Stevedore damage.

According to the Survey Report of Nippon Kaiji Kentei Kyokai, it is clear that damage is due to defects of the aged Vessel. The damage to the Vessel is not applicable to "proved damage" of clause 11 of the Charter because Claimants did not obtain stevedores' damage certificate. And documents submitted by Claimants show that the damage to the Vessel is all "ordinary wear and tear" of clause 11. Besides, there is no damage exceeding U.S.$1,000.00 per port. Therefore, Respondents should not be liable for the damage in accordance with clause 11.

(2) Demurrage and despatch money.

Immediately before the Vessel entered the port of Osaka, Respondents required Claimants to change the first discharging port from Osaka to Shimizu. Then, Claimants requested them to agree that laytime at the port of Shimizu shall commence at the time of the Vessel's arrival. So, it was accepted. This means only the exclusion of clause 3(5) of the Charter regarding commencement of laytime and not the exclusion of clause 3(4) of "Cargo to be discharged at the average rate of 400,000 Board Measure Feet

per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used, if used actual working time to count as laydays". Laytime should commence not at 2 p.m., 3rd July (Sunday) when the Vessel arrived at Shimizu, but just at midnight, 4th July (Monday). Accordingly, in accordance with clause 3(4) and 6, demurrage at the discharging port should amount to U.S.$8,208.89. Furthermore, the reason for demurrage at the discharging ports is that Claimants did not provide the Vessel for proper loading equipment contrary to clause 25 of the Charter – "Owners guarantee that Vessel is fitted with 3 derricks of ten tons and 7 derricks of five tons each capable of working simultaneously. Owners also guarantee all loading equipment in first class running order". According to the Time Sheet signed by the master of the Vessel, despatch money at Tanjonmani and Lawas should amount not to U.S.$475.28 which Claimants claim, but to U.S.$1,541.11.

(3) Custom authorities' overtime wages.

Respondents paid custom authorities overtime wages of U.S.$169.87 at the port of Lawas. At loading ports in South Eastern Asia, custom authorities customarily engage in customs business in relation to mariners and keep watch on loading cargo on board the vessel It is common practice that owners pay custom authorities' overtime wages. Therefore, Claimants should pay the said wages.

(4) Shortage of cargo.

Respondents suffered damage of U.S.$3,150.36 due to shortage of cargo. Claimants should be responsible for the said damage in accordance with clause 26 of the Charter "Owners to be held responsible for number of pieces in Bills of Lading". All the disputes concerning the Charter were to be settled in accordance with the agreements made on 6th July, 1969, and on 4th December the same year. So, Claimants' argument that only the right of claim concerning shortage of cargo was barred by prescription is unreasonable.

ARBITRATORS, upon examining the pleadings of both parties and the evidence adduced, find as follows:-

(1) Stevedore damage.

Vessels that load heavy and lengthy cargo such as lauan logs cannot be free from damage in every voyage even if they are newly built ship for lauan logs. So, clause 11 of the Charter stipulates "Charterers are to be responsible for proved loss of or damage (beyond ordinary wear and tear) to any part of the vessel caused by stevedores at both ends". The Vessel, being an aged one of 1943 make, cannot be free from a certain damage in carrying lauan logs. Considering the damage to the Vessel, it seems that the Vessel's inadequate capacity contrary to clause 25 was one of the causes of damage and that some damage comes under clause 11. As clause 11 says, "providing damage amount should exceed U.S.$1,000.00 per port", Claimants must submit enough data for the calculation of the amount of damage to the Vessel at each port. Claimants, however, submitted only the estimate of a dockyard which was made based upon the reports of the master of the Vessel, and not made through the actual inspection of the Vessel. In view of the fact that the assessed amount of the said estimation is contingent on reports of the master of the Vessel and that an aged vessel such as the Vessel has an exceedingly higher percentage in renewed part than repaired part, the said estimation cannot be considered adequate data for the calculation of the amount of damage. Arbitrators demanded the submission of adequate data of Claimants, but in vain. So, the amount of damage cannot be calculated and accordingly, Claimants' claim shall not be admitted.

(2) Demurrage and despatch money.

In the addendum on the Charter dated 13th June, 1966, there is a provision that "Charterers further agree that laytime at Shimizu and Tokyo to commence on Vessel's arrival at or off the port, whether in berth or

not". And when Respondents required Claimants to proceed straight to the port of Shimizu at the time of the Vessel's anchoring at the port of Osaka, there was an agreement between the parties concerned that laytime shall commence upon the Vessel's arrival at the port of Shimizu. Therefore, laytime at the port of Shimizu shall commence at 2 p.m., 3rd July, when the Vessel arrived at the said port. In accordance with clause 3(4) of the Charter: "Cargo to be discharged . . . per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used, if used actual working time to count as laydays", the Time Sheet signed by the master of the Vessel and the agent of Respondents, and the weather certificate of Shizuoka Meteorological Observatory, laytime shall be expired at 2.53 a.m., 11th July. The period of demurrage shall be 11 days 18 hours and 26 minutes, deducting 51 minute suspension of discharging due to the winch trouble from 11 days 19 hours 17 minutes – the total of both the time until 1.30 p.m., 15th July when discharging completed at Shimizu from 2.53 a.m., 11th July and the time until 3 p.m., 23rd July when discharging completed at the port of Tokyo from 6.20 a.m., 16th July when the Vessel arrived at the said port. Demurrage shall be U.S.$9,414.44 in accordance with clause 4 of the Charter.

Respondents claim that Claimants' breach of clause 25 of the Charter should be a cause of demurrage. However, it is based on weak grounds. Respondents' argument, for this reason, can hardly be accepted.

There is no dispute between the parties concerned in respect of the fact that the used laytime at the first loading port of Tanjongmani was 3 days 1 hour 50 minutes. It is in dispute in case of the second loading port of Lawas. In this connection, the Time Sheet signed by the master of the Vessel shall be considered the most reliable of all the documents submitted by both parties. The laytime at the port of Lawas shall be calculated as 5 days 4 hours 57 minutes, deducting the time deviding the suspended time by the number of hatches, at some of which loading was

suspended due to winch trouble, renewal of wire, etc. Deducting the used time at the loading port from the allowed time of 11 days 16 hours 47 minutes, 3 days 10 hours shall be calculated as shortened. So, in accordance with clause 4 the despatch money shall be U.S.$1,366.67 at the rate of U.S.$400.00 per day.

Accordingly, Respondents shall pay to Claimants the balance of U.S.$8,047.77 between demurrage U.S.$9,414.44 and despatch money U.S.$1,366.67.

(3) Custom authorities' overtime wages.

In view of the actual situation that in almost all cases owners pay custom authorities' overtime wages at ports for loading lauan logs no matter whether they are Japanese or foreign, Claimants shall pay the said wages amounting to U.S.$169.87.

(4) Shortage of cargo.

Agreements were made between the parties concerned on the extention of prescription of all the rights of claim for damage related to the Charter on both 6th July, 1967 and 4th December the same year. According to these agreements, both the parties concerned agreed that the said prescription shall commence on 1st June, 1967. So, the interruption of the said prescription must be made during the term of validity of each right of claim. Especially, as regards the right of claim for damage arising from shortage of cargo, Claimants claimed the benefit of prescription at this tribunal, however, Respondents did not go through any procedure for the suspention of prescription before 1st June, 1968 which they ought to have done. Therefore, Respondents' right of claim for damage arising from shortage of cargo shall be barred by prescription and, accordingly, the said right shall not be admitted.

In conclusion, as Respondents paid for Claimants the disbursements of the sum of U.S.$2,094.74 including custom authorities' overtime wages of U.S.$169.87 and advanced U.S.$6,000.00 to Claimants, Claimants shall

pay to Respondents the sum of U.S.$46.97 – the balance between the total sum of U.S.$8,094.74 and the demurrage of U.S.$8,047.77 which Respondents should pay to Claimants.

Award

1. Claimants shall pay to Respondents the sum of U.S.$46.97.
2. The fee and costs of arbitration shall be Yen 350,000 and the sum being split between Claimants and Respondents, each party shall pay Yen 175,000.
3. The other claims of both parties are dismissed.
4. The Court of competent jurisdiction is the Tokyo District Court.

Given in Tokyo, on 23rd June, 1969.

ARBITRATION

In re **a dispute arising from a Voyage Charterparty of the m.s."GOOD PHILIPPINE ANCHORAGE"**

CLAIMANTS·····Shipowners (Manila)

RESPONDENTS·····Charterers (Tokyo)

Voyage charterparty.———Demurrage arising from shippers' refusal of loading and from arrest.

On 23rd March, 1967, a Voyage Charter of the motor-ship *Good Philippine Anchorage* (hereinafter referred to as "the Vessel") for the carriage of 2,500 cubic metres of Indonesian logs to Japan was signed between Claimants (Shipowners) and Respondents (Charterers). This Voyage Charter (hereinafter referred to as "the Charter") was in the form of NANYOZAI 1960 of the Japan Shipping Exchange, Inc.

The Vessel loaded 1,205.01 cubic metres of logs at the first loading port of Samarinda between 8th and 13th May, 1967. The Vessel incurred the demurrage of 2 days and 8 hours, namely, U.S.$1,166.60, at the port.

CLAIMANTS' case is as follows:-

Although the Vessel arrived at the second loading port of Pontianak on 17th May, 1967, no cargo were loaded because of the shippers' refusal of loading. So, Claimants entered into a contract of carriage of 1,300 cubic metres of logs with other shippers on 23rd May. The Vessel loaded only 894.07 cubic metres of logs under the said contract. Consequently, the deadfreight of U.S.$6,212.30 was incurred. Claimants, therefore, claim from

Respondents the total sum of U.S.$12,878.90 – the demurrage of U.S. $1,166.60 incurred at the port of Samarinda, the demurrage of U.S.$5,500 incurred at the port of Pontianak for 11 days from 17th until 28th May and the deadfreight of U.S.$6,212.30.

RESPONDENTS pleaded as follows:-

Respondents agree with Claimants in that the Vessel arrived at the port of Pontianak on 17th May, 1967, and in that the shippers refused loading. Although Claimants were under the obligation that the Vessel should arrive at the port of Samarinda by 5th April, 1967, in accordance with clause 9 of the Charter: " . . . should the Vessel not be ready to load (whether in berth or not) on or before April 5th, 1967, Charterers have the option of cancelling this Charter", the Vessel arrived at the port about one month later than expected on account of the repair of the main engine and the annual survey at Singapore and Queen Elizabeth from 30th March until 29th April, 1967. The shippers at Pontianak, having prepared 1,000 cubic metres of logs to be loaded on board the Vessel before 5th April, waited for the arrival of the Vessel. However, owing to the Vessel's approximately two month's late arrival at that port resulting from Claimants' repair and annual survey of the Vessel made without any regard to the Charter and from the arrest of the Vessel by the Indonesian Government because of her non-possession of loading permit and entrance permit at the port, the shippers, unable to supply new logs under the contract of sale with Respondents, refused loading the cargo. Obviously, the refusal of loading is due to Claimants' negligence of duty to make the Vessel ready to load at the expected time. Respondents acknowledge that other shippers loaded 894.07 cubic metres of logs at the port of Pontianak, but not that Respondents are under the liability for the payment of deadfreight. Even if Respondents are under such liability, the limitation they are liable for is deadfreight for 111.128 cubic metres of loading space which was proved by

the inspection carried out at the time when the Vessel arrived at Tokyo. Of all the Claimants' claims, Respondents agree only to pay the demurrage of U.S.$1,166.60 incurred at the port of Samarinda, and not any others.

ARBITRATORS, upon examining the pleadings of both parties and the evidence adduced, find as follows:-

(1) Since there is no dispute between the parties concerned in respect of the Vessel's demurrage of two days and eight hours at the port of Samarinda, Respondents shall pay the demurrage of U.S.$1,166.60 to Claimants for the above-mentioned period.

(2) It seems that the Vessel's long stay at the port of Pontianak was caused principally by the shippers' refusal of loading and the arrest of the Vessel by the Indonesian Government.

Firstly, as regards the shippers' refusal of loading, it is clear that the Vessel arrived at the loading port exceedingly late, as Respondents pleaded, on account of the repair of the main engine and the annual survey made at Singapore and Queen Elizabeth on her way to the port of Samarinda. The repair of the main engine is considered to have been inevitable. However, although it is clear that if the annual survey was made in addition the Vessel's arrival at the loading port would be delayed all the more, Claimants did not properly notify Respondents about the fact. If the notification had been made earlier, Respondents would have given suitable directions to the shippers, who would not have gone so far as to refuse loading. Such an attitude cannot be admitted that if Respondents do not cancel the Charter in accordance with clause 9 of the Charter, Claimants do not mind no matter how late the Vessel's arrival may be. On the other hand, as Respondents started loading at the port of Samarinda without cancelling the Charter, if they had given proper directions to shippers before the Vessel proceeded to the port of Pontianak, it would not have come to the shippers' refusal of loading.

Secondly, as regards the arrest of the Vessel by the Indonesian Government, in Indonesia, vessels without loading permit and entrance permit, were sometimes arrested. In this case, as there is no evidence that the Vessel had taken the above-mentioned permits before she called at the port of Pontianak, it cannot but be said that the direct cause for the arrest of the Vessel was her non-possession of such permits. On the other hand, if the shippers had not refused loading and had prepared cargo to be loaded, the Vessel would have been released earlier and accordingly she would not have stayed so long. Not only Claimants but also Respondents should have taken proper action so that the shippers did not refuse loading and that the Vessel was not arrested, but in fact, since such was neglected and the Vessel had to stay so long, Respondents shall be under liability to Claimants partially for the demurrage. The period of demurrage shall be 5 days 11 hours 39 minutes – from 10.21 p.m. of 17th May when the Vessel arrived at the port of Pontianak until 12.00 p.m. of 22nd May, the day before the said contract of carriage was concluded. Therefore, Respondents shall pay to Claimants U.S.$2,534.36 for the above-mentioned period, by U.S. $500.00 per day in accordance with clause 4 of the Charter.

(3) As to 1,205.01 cubic metres of logs loaded at the port of Samarinda under the Charter and 894.07 cubic metres of cargo loaded at the port of Pontianak under the said contract of carriage, there is no dispute between the parties concerned. It is also clear that the Vessel had more room for 111.128 cubic metres of cargo to be loaded, according to each Report of Survey submitted by each party. As discussed under (2), since Respondents shall be under liability partially for damage arising from the shippers' refusal of loading, they shall also be liable for the deadfreight directly caused by the refusal of loading. Therefore, it is reasonable that the deadfreight which Respondents shall be liable for shall be U.S.$1,333.53 for 111.128 cubic metres by U.S.$12.00 per one cubic metre. Furthermore, if Respondents had supplied 894.07 cubic metres of logs under the Charter, Claimants

should have been able to earn the freight of U.S.$10,728.84. However, under the said contract of carriage, the freight was U.S.$1.50 per one cubic metre lower than under the Charter. Consequently, Claimants earned only U.S.$9,387.73. Respondents for this reason, shall pay the balance of U.S.$1,341.11 to Claimants.

Award

1. Respondents shall pay to Claimants the sum of Yen 2,333,062 and a sum of money equivalent to interest on the same at 6 per cent per annum from 30th August, 1969, till the day of full payment of the said sum.
2. The fee and costs of arbitration shall be Yen 230,000 and the same being split between Claimants and Respondents, each party shall pay Yen 115,000.
3. The Court of competent jurisdiction is the Tokyo District Court.

Given in Tokyo, on 30th August, 1969.

ARBITRATION

In re a dispute cocerning a Contract for the Sale of the s.s. "MEITAI MARU"

CLAIMANTS·····Buyers (Osaka)

RESPONDENTS·····Sellers (Kobe)

A contract of sale of a vessel.

———Seaworthiness of the vessel.

On 26th February, 1968, Claimants and Respondents entered into a contract of sale of the steamship *Meitai Maru* (hereinafter referred to as "the Vessel"). The said contract (hereinafter referred to as "the Contract") was in the form made and revised in December, 1956, by the Japan Shipping Exchange, Inc. In accordance with the Contract, the Vessel was delivered from Respondents to Claimants at the port of Yokohama on 20th May, 1968.

CLAIMANTS' case is as follows:-

Claimants intended to make a conversion work of the Vessel after taking delivery of her. However, as the Vessel could not dock immediately after that time for the dockyard's convenience, she made a voyage for carrying crude petroleum between the Persian Gulf and Muroran and was in dock on 16th July, 1968. General and special survey of the Vessel was made by surveyors of Nippon Kaiji Kyokai (hereinafter referred to as "NK"). On that occasion, it was made clear that Respondents were already ordered by NK to repair some parts of the Vessel on 15th June, 1967, and Claimants were obliged to repair the said parts at the time of the conversion work.

Claimants were informed that the Vessel had no such parts, which were not discovered at the time of the inspection of the Vessel by Claimants on 24th March, 1968, when she was at the port of Kawasaki. Claimants notified Respondents by the letter dated 27th August, 1968, that the said parts should be repaired at the expense of Respondents, which was rejected by Respondents. Claimants repaired the said parts concurrently with the conversion work and demanded the repair expenses of Respondents by the letter of 18th February, 1969, which Respondents rejected by the letter of 20th February, 1969. In view of the fact that the Vessel already had such parts before the conclusion of the Contract, she was not a seaworthy vessel in a strict sense of the word. So, the Vessel does not satisfy clause 2 of the Contract: "the Vessel shall be delivered and taken over as she is at the time of delivery. Owners shall guarantee that the Vessel shall maintain qualification and class as mentioned in clause 1 and have proper equipment and that the Vessel is seaworthy". Accordingly, Claimants claim from Respondents the payment of the repair expenses of the sum of Yen 15,231,700.

RESPONDENTS pleaded as follows:-

The only one condition of delivery of the Vessel is bottom inspection as provided in clause 5 of the Contract: "the Vessel shall be deemed ready for delivery when it makes clear that the bottom of the Vessel has no defect". As for clause 2 of the Contract (Maintenance of Qualification and Class) which Claimants cited, it is usually considered that it is not necessary for a vessel to have class inspection again at the time of delivery if the vessel obtained a class at the special or annual survey prior to the delivery of the vessel The Vessel has no problem because she maintains NK class since 15th June, 1967. Also the Vessel is proved seaworthy by the fact that she engaged in carrying crude petroleum between the Persian Gulf and Muroran after she was delivered from Respondents. Respondents rather

welcomed Claimants' inspection of and visit to the Vessel and did not conceal that the Vessel had some parts ordered to repair by NK. As mentioned above, Claimants have no ground for their claim.

In accordance with clause 11, Respondents claim from Claimants the payment of the cost of the remaining articles for the Vessel of the sum of Yen 3,134,739 which has not been paid by Claimants yet in spite of Respondents' claim made repeatedly.

ARBITRATORS, upon due consideration of the allegations of both parties, find as follows:-

The point at issue of the case is which of the parties concerned should bear the expenses of the parts ordered to repair by NK. According to the Survey Report of 15th June, 1967, it was admitted that the Vessel was in good condition, maintained NK class and was fitted for voyage until 14th June, 1968. So, although the said Report says that worn-out parts of the deck should be repaired by 15th June, 1968, when the next inspection is made, the Vessel was considered maintaining the class and seaworthy on 20th May, 1968, when she was delivered from Respondents to Claimants. As regards Claimants' knowing after the delivery of the Vessel that she had the said parts, since it is customary for buyers of a vessel to conclude the contract of sale of the vessel after examining the efficiency and survey results of the vessel, it should be considered that Claimants' failing to examine the said Report results from Claimants' lack of due diligence. There is no proof that Respondents intentionally concealed the said parts. Therefore, Claimants' claim that Respondents should bear the said expenses shall not be approved.

Claimants, having no objection concerning the cost of the remaining articles for the Vessel of the sum of Yen 3,134,739 which Respondents claim from Claimants, shall pay the said sum of money to Respondents.

Award

1. The Claimants' claim shall be dismissed.
2. Claimants shall pay to Respondents the sum of Yen 3,134,739 and a sum of money equivalent to interest on the same at 6 per cent per annum from 1st July, 1968, till the day of full payment of the said sum.
3. The fee and costs of arbitration shall be Yen 440,000, and shall be borne by Claimants.
4. The Court of competent jurisdiction is the Kobe District Court.

Given in Kobe, on 18th February, 1970.

ARBITRATION

In re **a dispute arising from a Time Charterparty of the m.s. "OGI MARU No. 11"**

CLAIMANTS·····Time-Charterers (Tokyo)

RESPONDENTS·····Chartered Owners (Oita)

Time Charterparty.——Delayed building of the vessel.——Claim for compensation for damage arising from non-performance of the charterparty.

CLAIMANTS' case is as follows:-

On 16th October, 1968, Claimants concluded a time charterparty (hereinafter referred to as "the Charter") with Respondents under Respondents' agreement that m.s. *Ogi Maru No.11* (hereinafter referred to as "the Vessel") shall be engaged in liner service between Democratic People's Republic of Korea and Japan for carrying chemicals, machines, fabrics, steel materials, general cargo, etc. from Japan and pig iron, clinker, anthracite coal, general cargo, etc. from Democratic People's Republic of Korea. Then, Claimants sent to the shippers concerned a letter informing that the Vessel would begin a maiden voyage at the port of Osaka around 3rd December, 1968, and entered into contracts of carriage of goods with them. On 3rd December, Claimants received a notification from Respondents that the Vessel would be delivered to Claimants at the port of Osaka on 12th December, and informed a number of shippers that the Vessel would

be put on exhibition at the port of Osaka on the said date. Respondents. however, did not deliver the Vessel. The Charter provided the date of delivery as not before 15th November, 1968, and the cancelling date as 10th December, 1968, in accordance with the information that since the Vessel would launch on 20th October, she would be delivered on 15 th November. Nevertheless, the cancelling date was disregarded. On 27 th December, Respondents notified Claimants that under the circumstances judged from the owners' notice, the Charter should be cancelled.

The owners' notice goes as follows:-

(1) It is against the agreement between Claimants and Respondents to load anthracite coal on board the Vessel.

(2) It is against the law and shall not be admitted to put any passengers on board the Vessel different from the purser.

(3) Claimants were well aware that delay in the delivery of the Vessel resulted from delay in building her, and so the owners shall bear no responsibility for the delay.

However, it proves to have no grounds as follows:

(1) Respondents agreed to load anthracite coal on board the Vessel at the time of the conclusion of the Charter and anthracite coal is not the "dangerous cargo" prohibited to load by clause 22 (1) of the Charter.

(2) It was only stated as a kind of wish to put any passengers on board the Vessel different from the purser and that was already withdrawn upon Claimants' knowing that the Vessel was not equipped for it.

(3) Contracts of carriage were concluded between shippers and Claimants on conditions that the Vessel should make a voyage on 10th December. Therefore, the more the delivery of the Vessel was delayed, the greater would the damage be and so, on 14th December Claimants notified Respondents that the Vessel should be delivered as soon as possible and that Claimants had not any intention to claim compensation for

damage arising from delay if the Vessel was delivered without fail.

Claimants used a substitute vessel only for one voyage, but after that no suitable substitute vessel was found. After all, Claimants claim from Respondents the payment of the total sum of Yen 62,189,421 – loss of profit caused by Respondents' non-performance of the Charter, damage to be paid to the shippers concerned, etc.

RESPONDENTS pleaded as follows:-

Considering that the Charter was concluded after Claimants' seeing of the Vessel under construction and that Respondents informed Claimants of the existing state of things about the building of the Vessel as well as the notification regarding the expected day of delivery of the Vessel from the dockyard, the Charter means that Respondents should deliver the Vessel to Claimants on condition that the Vessel should be delivered from the dock-yard after the completion of her building, and so it should be taken for granted that the Charter does not mean that Respondents should observe cancelling date of 10th December. Naturally, it follows that Claimants were so circumstanced that they had to prepare for making a voyage just after the delivery of the Vessel. Not anthracite coal but chiefly pig iron, clinker and general cargo were to be loaded on board the Vessel from Democratic People's Republic of Korea. The cause of the delay in delivering the Vessel was the delay in building her, for which Respondents should not be responsible. According to owner of the Vessel, on 8th December when Claimants visited the dockyard in order to confirm the delay in her delivery, they definitely declared to the owner of the Vessel that the Vessel should load anthracite coal from Democratic People's Republic of Korea, that some passengers as well as the purser should be put on board and that they should claim from the owner the payment of the compensation of Yen 50,000,000 arising from delay in her delivery. And that was rejected by the owner. On 3rd December Respondents notified Claimants that the delivery

of the Vessel would be made later than 10th December. On 14th December Respondents negotiated with Claimants, shippers and owner and on that occasion Claimants strongly insisted that Respondents should bear the compensation of the sum of Yen 50,000,000, which Respondents rejected because such an inordinate amount of damage was beyond their imagination. As Respondents entertained great apprehension about the performance of the Charter with confidence in Claimants, on 16th December Respondents requested Claimants to sign the agreement stating that neither of the parties concerned should be held responsible for damage arising from delay in delivery of the Vessel, which was rejected. Claimants who made such an unreasonable demand as mentioned above were not reliable and were hardly expected to give a faithful performance of the Charter, and so Respondents notified Claimants of cancelling the Charter by word of mouth on both 16th and 18th December and furthermore in writing on 25th December. Claimants' claim concerning damage arising from carriage by the substitute vessel was based on weak ground. Considering that on 18th April, 1969, Respondents were informed by Claimants that Claimants got ready for a substitute vessel and had no intention of requiring Respondents to perform the Charter, it is clear that since Claimants used the substitute vessel, there were no possibilities of causing loss of profit. Therefore, Claimants' claim should be dismissed.

ARBITRATORS, upon due consideration of the allegation of both parties, find as follows:-

The Vessel was not delivered even at 5.00 p.m. on 10th December, 1968. Claimants did not exercise the right of cancellation entitled by the Charter and required Respondents to perform the Charter. So, Respondents should have made efforts to deliver the Vessel as soon as possible, but far from doing so, they insisted that they cancelled the Charter because Claimants gave rise to the state of affairs in which the parties concerned could

not possess the confidence of each other. Reasons for cancelling the Charter which Respondents argued shall be examined.

(1) Requirement of loading anthracite coal.

As Claimants state, anthracite coal shall not be regarded as "dangerous goods" of clause 22 (1). Anthracite coal is usual cargo from Democratic People's Republic of Korea. According to clause 1 of the Charter, the trade limit of the Vessel is near seas – chiefly between Democratic People's Republic of Korea and Japan. So, if anthracite coal should not be loaded, it is required that a special agreement should be clearly made to that effect. There is no evidence found in the documents submitted by both parties proving that anthracite coal should not be loaded.

(2) Requirement of putting the purser and some passengers on board the Vessel.

According to the documents submitted by both parties, no evidence is found proving that Claimants strongly demanded Respondents to put some passengers as well as the purser on board the Vessel. If Claimants made such a demand, the master of the Vessel is entitled to the refusal of the demand for the reason that the Vessel has no equipments for passengers. Therefore, the cancellation of the Charter shall not be permitted.

(3) Claim for the compensation of Yen 50,000,000.

Contrary to the expectation, the building of the Vessel was delayed. It is admitted that on 1st December, 1968, the dockyard where the Vessel was under construction informed the owner of the Vessel that the Vessel would be delivered on 10th December, which was, furthermore, reported to Claimants. It is natural that upon receiving the information, Claimants arranged for voyage and cargo in order to operate her. So, even if Claimants declared to the owner of the Vessel at the dockyard on 8th December that delay in her delivery would cause damage, they shall not be to blame. There is no evidence proving that at the negotiation between Claimants and both Respondents and the owner of the Vessel, Claimants made un-

reasonable demands upon Respondents and the owner.

As stated above, no legitimate reason is found in respect of the cancellation of the Charter which Respondents insisted. In view of the fact that the Vessel was engaged in Taiwan service on 27th December when the notice of cancellation reached Claimants, Respondents are considered to have made arrangements for placing her on the said service much earlier. Thus, Respondents were untrustworthy and insincere about their conduct. Respondents who signed the Charter as the owner of the Vessel and did not fulfil the owners' obligation, shall not be exempted from liability for the non-performance of the Charter in accordance with clause 32 of the Charter "a party breaking this Charter must pay damages to the other party".

In view of the above considerations, the Arbitrators adjudge, award and direct as follows:

Award

1. Respondents shall pay to Claimants the sum of Yen 6,337,811 and a sum of money equivalent to interest on the same at 5 per cent per annum from 27th June, 1969, till the day of full payment of the said sum.
2. The fee and costs of arbitration shall be Yen 350,000 and shall be borne by Respondents.
3. The Court of competent jurisdiction is the Tokyo District Court.

Given in Tokyo, on 9th October, 1970.

ARBITRATION

In re **a dispute arising from a Time Charterparty of the ms."NISSHIN MARU" and m.s."NIKKEI MARU"**

CLAIMANTS·····Time Charterers (Tokyo)

RESPONDENTS·····Shipowners (Osaka)

Time charterparty.——Disbursements.——Allowance to be given to crew in case vessels make a voyage only between foreign countries.

Claimants contracted to time-charter the motor-ship *Nisshin Maru,* motor-ship *Nikkei Maru* (hereinafter referred to as "the Vessels") and other five Vessels from Respondents, signing a charterparty (hereinafter referred to as "the Charter") in the form made and revised in May, 1959, by the Japan Shipping Exchange, Inc., on 1st March, 1966, Claimants redelivered the Vessels to Respondents on 1st June, 1968.

CLAIMANTS' case is as follows:-

Claimants made a claim to Respondents for the disbursements of Yen 2,998,384 to be borne by Respondents under the Charter, but although Respondents admitted the said disbursements, they have not payed them. So, Claimants demand that Respondents should pay the said disbursements in less than no time.

RESPONDENTS pleaded as follows:-

Respondents agree to pay the said disbursements of Yen 2,998,384 already paid by Claimants. But as Claimants should bear the allowance which should be paid to crew in case vessels make a voyage only between foreign countries, namely in this case, the allowance (hereinafter referred to as "the Allowance") amounting to Yen 1,869,562, Respondents claim that it should be deducted from the said disbursements. As a result of the comparison between clause 6 of the Charter: "Cost and expenses to be paid by Owners: wages, provisions, . . . " and clause 7 ibid: "If Charterers put the crew to overtime or other special labour, compensation therefore shall be paid according to the Ship's Labour Agreement", all that ship-owners should bear are limited to crew's wages and anything equivalent to them. Considering that whether or not the Vessels navigate only between foreign countries is dependent on charterers' convenience and causes a great difference to crew's labour, it is clear that the navigation of the Vessels only between foreign countries is applicable to the "special labour" of clause 7 of the Charter. Accordingly, the allowance to be given to the crew for it should be borne by Claimants, the charterers. Even if the said navigation is not applicable to the "special labour" of clause 7, the Allowance should be borne by Claimants for the reason that this is to be regarded as a kind of the allowance for long time voyage to be borne by charterers as stipulated for in the agreement attached to the Charter that "matters not provided for in the Charter shall be settled in accordance with common commercial practice", the said allowance should be borne by Claimants. As mentioned above, the allowance should be borne by Claimants. Therefore, the amount of money Respondents should pay to Claimants is Yen 1,128,822, the balance between the said disbursements of Yen 2,998,384 and the Allowance of Yen 1,869,562.

To this, Claimants replied as follows:-

It is clear that the Allowance should be included in "anything equivalent to them". Furthermore, the "special labour" in clause 7 usually means work done by labourers on land or like that and not making a voyage only between foreign countries. Therefore, Respondents' claim is not appropriate. The agreement attached to the Charter stipulates for the Vessels' voyages only between foreign countries and Respondents ought to have known it at the time of entering into the Charter. So, the Allowance cannot be regarded as the allowance for "the special labour". In order to maintain that the Allowance should be borne by Claimants, Respondents should have negotiated with the Seamen's Labour Union with Claimants' agreement and have informed Claimants of the process of negotiations. However, Respondents, ignoring Claimants, decided to pay the Allowance to the crew of the Vessels.

ARBITRATORS, upon examing the pleadings of both parties and the evidence adduced, find as follows:-

The point at issue is which of the parties concerned should bear the Allowance. So, whether or not Respondents claim that the Allowance should be borne by Claimants is reasonable will be considered.

"Wages" under the "Cost and Expenses to be paid by Owners" of clause 6 of the Charter means wages and allowances to be paid for crew's labour by their employers, regardless of whatever they may be called. So, it is reasonable to think that clause 7 is a special clause against clause 6. It is clear in the light of the commentary on the form used in the Charter that the "special labour" of clause 7 means individual labour such as cleaning of holds, opening and closing of hatches, etc. and not making a voyage only between foreign countries or making a long time voyage. It is impossible to find facts worthy of proving that there was any agreement different from this. As there was no agreement about the Allowance

between the parties concerned, the Allowance shall be included in "wages" of clause 6.

It is not a proper action for Respondents who have been engaged in business with Claimants since some years ago to have unilaterally concluded that the Allowance should be borne by Claimants without Claimants' knowledge. Since the Allowance was stipulated for in the 1968 Labour Agreement as distinct from the allowance for long time navigation, it is improper to extend the special agreement concerning the allowance for long time navigation from the point of view that the allowance should be regarded as a kind of the allowance for long time navigation or that which is equivalent to it. Evidence showing that there is commercial practice that the Allowance has been borne by charterers under the time charter was not submitted, and as far as arbitrators have seen, no such commercial practice is recognizable. Therefore, Respondents' claim in this respect cannot be approved.

As mentioned above, Respondents' claim concerning the Allowance shall be rejected.

Award

1. Respondents shall pay to Claimants the sum of Yen 2,998,384 and a sum of money equivalent to interest on the same at 6 per cent per annum from 21st April, 1969, till the day of full payment of the said sum.
2. The Respondents' claim is dismissed.
3. The fee and costs of arbitration shall be Yen 200,000 and the same being split between Claimants and Respondents, each party shall pay Yen 100,000.
4. The Court of competent jurisdiction is the Tokyo District Court.

Given in Tokyo, on 14th October, 1970.

Arbitration Procedure

The following is an outline of the rules and practice of arbitration conducted by the Exchange:

The parties to a dispute desirous of applying for arbitration must first sign an agreement showing their willingness to submit to the arbitration by the Exchange. According to such an arbitration agreement, either or both of the parties shall file a written Application giving the names of the parties, the place of arbitration, the title of the case, and the main points of controversy. The Application shall be accompanied by a Statement of Claim specifying the claim made by the applicant and the facts forming the cause of such claim, together with material documentary evidence (original or copy) supporting such facts.

Applications made in due form will be accepted, and Arbitrators will be appointed. Where an application has been made by one of the parties, the other party will be notified of the acceptance of the application and asked to submit a Defence.

The appointment of arbitrators is not left to the parties, but the Arbitration Commission appoint an odd number of persons as arbitrators from among such persons on the Panel of Members of the Commission as are not interested in the matter in dispute.

Arbitrators appointed will proceed with the deliberation of the controversy forthwith. In order to arrive at a fair and reasonable decision, it is imperative to know the true facts of the case. To this end, witnesses and experts, as well as the parties or their representatives will be examined. When all material evidence has been taken and the hearing is ripe for decision, the Arbitrators will give an award based on law and dictated by justice and

equity. Where the Arbitrators cannot unanimously agree on any point at issue, they decide it by a majority vote.

Arbitration proceeding is brought to an end by:

(1) Preparation of Award. A written award, bearing the names and addresses of the parties and their representatives and the date upon which it was made, will state the decision given, a summary of the facts, at issue, and the reason of the decision (in some cases the reason of the decision is omitted by mutual consent of the parties), and will be signed and sealed by the Arbitrators and the Chairman of the Maritime Arbitration Commission. The award is written as a rule in the Japanese language, but it will also be written in English if so requested by either party.

(2) Service of Award. The Award, signed by the Arbitrators and the Chairman of the Maritime Arbitration Commission, will be served on the parties.

(3) Deposit of Award. The Award will be deposited with the Court of jurisdiction together with a certificate of service.

Upon service on the parties, and deposit with the Court of the document of award the award takes effect.

In the arbitration proceedings care is taken to ensure secrecy. No document is open to inspection by, and no hearing is open to, any person other than those Arbitrators and those members of the staff of the Exchange who took part or otherwise were concerned in the arbitration. Awards of maritime arbitration, however, contain much information and matters for reference as are highly useful to the shipping industry. They also form precedents for future cases. They are for this reason, in the absence of an objection from the parties, published in the monthly journal *Kaiun* ("The Shipping"), the organ of the Exchange.

Forms of Arbitration Agreement and Arbitration Clause

I. Each form of maritime contract prepared by the Japan Shipping Exchange, Inc., contains an arbitration clause. In case where any other form of contract without an arbitration clause is employed, it is desirable that the following clause be inserted in the contract:-

"Any dispute arising from this (Charter Party / Contract) shall be submitted to arbitration held in Tokyo by the Japan Shipping Exchange, Inc., in accordance with the provisions of the Maritime Arbitration Rules of the said Exchange and the award given by the arbitrators appointed by the said Exchange shall be final and binding on both parties."

II. Where it is contemplated to apply for an arbitration by the Japan Shipping Exchange, Inc., in accordance with an arbitration clause contained in a contract, the following agreement should first be made between the parties:-

"It is hereby expressly agreed that the arbitration stipulated in (Article / Clause) ———— of the (Charter Party / Contract) dated ————, 19—, shall be arbitration by the Japan Shipping Exchange, Inc., in Tokyo conducted in accordance with the provisions of the Maritime Arbitration Rules of the said Exchange and that the award given by the arbitrators appointed by the said Exchange shall be final and binding on both parties."

Drafting of Forms of Maritime Contracts

Among the works which are being carried on by the Japan Shipping Exchange, Inc., to serve the public interest, no less important than maritime arbitration is the compilation of standard forms of shipping contract and other maritime documents. The maritime documents which have hitherto been compiled and adopted by the Japan Shipping Exchange, Inc., number as many as 25 kinds, some of which are in the English language, and others in Japanese. These documents are generally regarded as standard forms in the shipping circles for reasons of the high degree of fiarness and appropriateness of their contents.

The oldest document compiled by the Japan Shipping Exchange, Inc., is the Time Charterparty (in Japanese) made in 1927, and the next oldest is the Contract of Carriage of Goods by Sea made in 1929. These were compiled on the basis of deliberations of a committee composed of shipowners and ship brokers. These forms showed a strong tendency to protect the interest of shipowners, and that was in common with the forms compiled by similar bodies in other countries. But since the close of the Second World War, Japan launched on rehabilitation of economy along the line of pacific policy, and that made it necessary to seek for cooperation not only of shipowners but also all other circles interested in maritime trade in general. This fact indeed prompted the efforts to make fair and just forms of contract guaranteeing equal opportunity to all parties concerned. The result was the participation of committeemen from insurance firms in the drafting of Bareboat Charterparty of 1947, and in the same year in the revision of Contract of Carriage of Goods by Sea and Time Charterparty in the same year. In 1950 shippers were first included in the drafting committee

of Bills of Lading. In the last instance the drafting committee was "proper persons from all circles concerned including shippers, carriers, underwriters, bankers, brokers, and academic experts". These drafting committees were set up each time a new document was drafted, but in 1958 a permanent "Documentary Committee of the Japan Shipping Exchange, Inc." was created, and this Committee composed of able and experienced members finally settles the various documents drafted by various Sub-committees.

As is widely known, Japan is making a remarkable development in shipbuilding, carriage by sea, and international commerce, and to cope with such glorious development the Documentary Committee of the Japan Shipping Exchange, Inc., is endeavouring to produce and improve good standard forms of maritime documents. And for this purpose we intend to strengthen cooperation with the Baltic and International Maritime Conference and other institutions, so that we may contribute to the development of international maritime trade.

(1) Forms prepared and adopted by the Japan Shipping Exchange, Inc. (as at February, 1971) are as follows:—

(BILLS OF LADING)

Bill of Lading (Code Name: SHUBIL-1958)
Bill of Lading (Code Name: SHUBIL-1958) (for copy use)
Bill of Lading (for bulk cargo) (in Japanese)
Bill of Lading (for general cargo) (in Japanese)
Nimotsu Unsosho (in Japanese)
Nimotsu Unsosho (for copy use) (in Japanese)

(VOYAGE CHARTERPARTIES)

Voyage Charter Party (Code Name: NIPPONVOY 1963)
Voyage Charter Party (in Japanese)
Fixture Note (in Japanese)

Nanyozai Charter Party (Code Name: NANYOZAI 1960)
Nanyozai Charter Party (Code Name: NANYOZAI 1967)
Fixture Note (Nanyozai)
Beizai (American Logs/Lumber) Charter Party
(Code Name: BEIZAI 1964)
Tanker Voyage Charter Party (in Japanese)
Coasting Tanker Voyage Charter Party (in Japanese)

(CHARTERING)

Time Charter Party (in Japanese)
Coasting Time Charter Party (in Japanese)
Bareboat Charter Party (in Japanese)
Un-ko Itaku Keiyakusho (Ship-operating on Commission)
(in Japanese)
The Baltic and International Maritime Conference Uniform
Time-Charter (Code Name: BALTIME 1939)

(SALE CONTRACT OF SHIP)

Memorandum of Agreement (Code Name: NIPPONSALE 1965)
Sales Contract (in Japanese)

(SHIPBUILDING & REPAIR)

Contract of Shipbuilding (in Japanese)
Contract of Ship Repair (in Japanese)

(SALVAGE)

Salvage Agreement (in Japanese)

(2) New Forms under deliberation by Sub-committees of the Documentary Committee of the Japan Shipping Exchange, Inc.

Iron Ore Voyage Charterparty (for the use of iron ore cargoes to Japan)
Coasting Tanker Time Charterparty (in Japanese)
Contract of affreightment (for the use of fixed cargo to be carried for a long period) (in Japanese)

APPENDICES

The Rules of Maritime Arbitration of the Japan Shipping Exchange, Inc.

Made 13th September, 1962.
Amended 24th November, 1964.
Amended 4th February 1967.
Amended 16th July, 1969.

Section 1. Subjects of Arbitration.—The Japan Shipping Exchange, Inc. (hereinafter referred to as "the Exchange") shall perform arbitration of any dispute relating to the ownership (including joint-ownership) of a ship, an agreement of demise, charter, or consignment of a ship, or any other maritime matter such as carriage of goods by sea, bills of lading, combined transport, combined transport bills of lading, towage, marine insurance, sale of a ship, repair of a ship, salvage, average, etc.

Section 2. Acceptance of an Application for Arbitration.—Where in accordance with an agreement between the parties to submit a dispute to the Exchange for arbitration, an application therefore is made in writing, the Exchange shall accept it.

Section 3. Relation between these Rules and an Arbitration Agreement or an Arbitration Clause.—Where the parties to a dispute have, by an tion agreement entered into between them or by an arbitration clause contained in any other agreement between them, stipulated to refer any cause or matter to arbitration under these Rules, these Rules shall be deemed

to constitute part of such arbitration agreement or arbitration clause.

Section 4. Filing of an Application for Arbitration, etc.—(1) Any person desirous to apply for arbitration shall file a written Application stating that he submits a dispute for arbitration under these Rules. The Application must be accompanied by a Statement of Claim.

(2) Where a party to the dispute is a legal person, a document showing the authority of its representative must be filed. For an agent a power of attorney empowering him to act on behalf of the principal must be filed.

Section 5. Particulars to be Specified in Application for Arbitration.—The Application for Arbitration must specify the names and residences of the parties (or, if they are legal persons, their trade names and places of business, and the capacities of the representatives), the place of arbitration, the title of the case, and an outline of the dispute.

Section 6. Statement of Claim.—(1) The Statement of Claim shall specify the claim made by the applicant and the facts which are the grounds of such claim, and shall be accompanied by material documentary evidence (original or copy) supporting such facts.

(2) After a Statement of Claim has been filed, a varied or additional claim may only be made prior to the appointment of Arbitrators. Such a claim, however, may be made at any time if the consent of the Arbitrators and the other party to the dispute is obtained.

(3) The Statement of Claim filed by the applicant must be in so many copies as may be needed for the proceedings.

Section 7. Statement of the Other Party's Case.—Where a proper application for arbitration has been made by a party to a dispute, the Exchange shall forward to the other party the Application for Arbitration, the Statement of Claim, and other documents, and shall instruct him to file a Statement of his Case together with necessary evidence. The time limit within which such Statement of his Case must be filed shall be fixed each time by the Exchange.

Section 8. Counterclaim.—(1) Where the party who has received service of an Application for Arbitration, a Statement of Claim, and other documents has a counterclaim in the same cause or matter, he can submit such counterclaim for arbitration under these Rules.

(2) In the case of the preceding sub-section, whether the two cases submitted for arbitration, i.e., the original claim and the counterclaim, should be dealt with jointly at the same time or not shall be decided by the Arbitrators.

Section 9. Place of Arbitration.—(1) The arbitration shall as a rule be conducted in Tokyo or Kobe.

(2) Where it is not clear whether the arbitration clause contained in a contract form made by the Exchange designates Tokyo or Kobe as the place of arbitration, and no mutual consent of the parties is obtained, arbitration shall be conducted in Tokyo.

(3) Where neither the arbitration clause nor the arbitration agreement designates the place of arbitration, Tokyo shall be the place of arbitration.

Section 10. Delivery of Documents.—Documents relating to arbitration shall be sent by registered post to the residence or business place of each party, except in case where they are handed to a party in exchange for a receipt. Each party, however, may authorize a person to receive documents on his behalf and specify a spot in the place of arbitration upon which the documents shall be delivered.

Section 11. Appointment of Arbitrators.—(1) The Maritime Arbitration Commission shall appoint an odd number of Arbitrators from among such persons listed on the Panel of Members of the Maritime Arbitration Commission as have no concern either with the parties or in the subject of controversy. But a person or persons not on the panel may be appointed as Arbitrator or Arbitrators, when such appointment is deemed particularly necessary.

(2) If it is required by the mutual consent of the Arbitrators already appointed, the Arbitration Commission may appoint an additional arbitrator or additional arbitrators.

Section 12. Filling Vacancy of Arbitrators.—Where a vacancy takes place in the Arbitrators, the Arbitration Commission shall fill it by appointing an Arbitrator according to the provisions of the preceding section.

Section 13. Challenge of an Arbitrator.—(1) Where a party desires to challenge an Arbitrator, he may do so by making a motion of challenge to the Arbitration Commission in writing showing the name of the Arbitrator to be challenged and the reason for challenge.

(2) The Arbitration commission shall appoint three persons from among those on the Panel of Members of the Maritime Arbitration Commission and shall cause them to decide whether to allow or dismiss the challenge.

Section 14. Notice of Hearing.—(1) The Arbitrators shall fix the date when and the place where the arbitration tribunal shall sit and give notice thereof to the parties at least seven days prior to the day of hearing. But the notice may be given later in case where special reasons exist for delay.

(2) The parties, if they find it necessary, may request a change of the date of hearing in writing showing cause, so as to reach the Exchange at least three days prior to the originally fixed date. The request will be granted only for a cogent reason.

Section 15. Appearance of Parties.—The parties must appear in person before the arbitration tribunal at the appointed date. He may appear in proxy only where he cannot appear in person owing to unavoidable circumstances.

Section 16. Examination of Witnesses, etc.—The Arbitrators, in order to examine the subject of controversy and elucidate relevant facts, may request voluntary appearance of witnesses and experts and examine them, and take evidence in any other way.

Section 17. Pronouncement of Conclusion of Hearing.—The Arbitrators shall question the parties whether any evidence, witness, or expert still remains to be taken or called, and upon ascertaining that there is none, shall pronounce the conclusion of hearing. But the Arbitrators may, by their own discretion or in compliance with either party's admissible request, allow further evidence to be taken or order the hearing to be re-opened, at any time before an award is granted.

Section 18. When Oral Examination Dispensed with.—Where oral examination of the parties is impossible owing to their absence without cause on the fixed day of hearing either in person or in proxy, an award may be adjudicated solely on the documentary or other evidence produced by the parties.

Section 19. Settlement by Mediation.—At any stage of the arbitration proceeding the Arbitrators may, with the consent of the parties, settle whole or part of the dispute by mediation.

Section 20. Disallowance, Dismissal, etc. of Application for Arbitration.—In any of the following cases the Arbitrators may without going into examination of the subject of controversy disallow or dismiss the application for arbitration or make such other decision as they deem fit:—

1. When the arbitration agreement is not lawfully made, is void, or cancelled.
2. When either of the parties is not lawfully represented or his agent has no authority to act on his behalf.
3. When both parties without cause fail to appear at the date set for hearing.
4. When both parties fail to comply with such directions or requirements of the Arbitrators as they consider necessary for a proper conduct of the arbitration proceeding.

Section 21. When Award Granted.—When the Arbitrators have pronounced the conclusion of hearing in accordance with section 17, they must

within 30 days thereof adjudicate an award. The said time, however, may be extended if extention is unavoidable.

Section 22. How Award etc. Determined.—(1) The award, the disallowance or dismissal of an application for arbitration, or any finding, rule, or order of the Arbitrators must be made upon their deliberation and resolution.

(2) The resolution referred to in the preceeding sub-section must be passed by a majority vote of the Arbitrators who took part in the arbitration proceeding, unless there is a stipulation to the contrary in the arbitration agreement.

Section 23. Award to be in Writing.—(1) The award must be reduced to writing and signed and sealed by all the Arbitrators who have taken part in the proceeding and the Chairman of the Arbitration Commission (or a person authorized by him to sign and seal on his behalf). The written award must state the following:—

1. The names and addresses of the parties to the dispute and their representatives or agents.
2. The decision given.
3. The material facts and the main points at issue.
4. The reason of the decision.
5. The date on which the written award is prepared.
6. The costs of arbitration and a direction as to the payment thereof.
7. The competent Court of jurisdiction (the Tokyo District Court or the Kobe District Court).

(2) Where the consent of both parties is obtained, the Arbitrators may omit No.4 of the preceding sub-section.

(3) The written award shall as a rule be in the Japanese language, but according to the request of either party it may be made out in the English language in addition to the Japanese version, and both the Japanese and the English versions may be regarded as the unthentic texts of the award. If

any conflict or variance arise in the interpretation of the award between the two versions, the Japanese version shall be regarded as conclusive.

Section 24. Settlement of Part of Dispute out of Arbitration Proceeding.—If during the progress of the arbitration proceeding the parties settle out of the arbitration proceeding any part of the dispute, the terms of such settlement may, if required by the parties, be embodied in the award.

Section 25. Service and Deposit of the Award.—Authentic copies of the award signed and sealed by the Arbitrators shall be served on the parties, and the original document of award shall be deposited with the Office of Clerks of the Court of competent jurisdiction in accordance with sub-section 2 of section 799 of the Civil Procedure Code.

Section 26. Rectification of Error on the Award.—If any miscalculation, misprint, mistyping, miswriting, or any other apparent error is discovered on the face of the written award within a week after its service, the Arbitrators can rectify it.

Section 27. Inspection of Documents.—Only the parties to the dispute, but no other persons, shall for a due cause be permitted to inspect documents relating to the arbitration.

Section 28. Publication of the Award.—The award given by the Arbitrators may be published in the periodical, *The Kaiun* (The Shipping), and other suitable papers issued by the Exchange, unless both parties beforehand communicate their objections.

Section 29. Documents Not Returned.—Documents submitted to the Exchange by the parties shall as a rule not be returned. If any document is desired to be returned, it must be marked to that effect at the time of its submission, and a copy thereof must be attached to it.

Section 30. Engagement Fee and Costs of Arbitration.—(1) When the Exchange has accepted an application for arbitration, it shall cause the applicant to pay to it within one week of the acceptance an engagement fee of Yen 50,000.

(2) The party who applied for arbitration and the other party shall respectively deposit with the Exchange, within one week of the receipt of notice from the Exchange, for appropriation to the payment of costs of arbitration such sum of money as the Arbitrators may determine according to the rates given below:

When the amount of claim is Yen 10,000,000 or less, the sum to be deposited is Yen 200,000.

When the amount of claim exceeds Yen 10,000,000 but does not exceeds Yen 50,000,000, the whole sum to be deposited is the sum to be deposited in regard to the Yen 10,000,000 plus Yen 7,500 for each additional Yen 1,000,000.

When the amount of claim exceeds Yen 50,000,000, but does not exceeds Yen 100,000,000, the whole sum to be deposited is the sum to be deposited for Yen 50,000,000 plus Yen 3,500 for each additional Yen 1,000,000.

For such portion of the amount of claim as exceeds Yen 100,000,000, the sum of Yen 2,000 for each Yen 1,000,000 shall be deposited.

In the calculation of deposit, a fraction of Yen 1,000,000 in the amount of claim shall be deemed to be Yen 1,000,000.

(A table of the amounts of deposit is appended at the end of these Rules.)

(3) As a rule, the engagement fee paid shall not be returned, and money deposited for appropriation to the costs of arbitration shall, after the first hearing is held, not be returned.

Section 31. Special Expenses.—Expenses caused by the particular nature of the subject of controversy, and the expenses defrayed on account of calling witnesses or experts by the Arbitrators, shall, notwithstanding the provisions of the preceding section, be equally apportioned between the parties to the dispute. The expenses in respect of witnesses or experts called by a party shall be borne by the party who called them.

Section 32. Remuneration to Arbitrators.—The remuneration to the Arbitrators* shall be determined by consultation between the Chairman and the Deputy Chairmen of the Arbitration Commission considering the degree of difficulty of the case and other circumstances.

Section 33. Maritime Arbitration Commission.—Matters relating to the Maritime Arbitration Commission shall be provided for in the Rules of the Maritime Arbitration Commission.

Section 34. Interpretation of these Rules.—Where any doubt, or a difference of opinion among the Arbitrators, arises on the interpretation of these Rules, it shall be determined by a majority vote of the Arbitrators; and failing such determination, the matter may be referred to the Commission and their decision shall be final and binding.

Section 35. Enforcement Regulations.—Regulations necessary for putting these Rules into operation shall be separately made.

*Included in the costs of arbitration.

Table of the Amounts of Deposit

Amount of Claim	Deposit
¥ 10mil.	¥ 200,000
¥ 11mil.	¥ 207,500
12	215,000
13	225,500
14	230,000
15	237,500
16	245,000
17	252,500
18	260,000
19	267,500
20	275,000
21	282,500
22	290,000
23	297,500
24	305,000
25	312,500
26	320,000
27	327,500
28	335,000
29	342,500
30	350,000
31	357,500
32	365,000
33	372,500
34	380,000
35	387,500
36	395,000
37	402,500
38	410,000
39	417,500
40	425,000
41	432,500
42	440,000
43	447,500
44	455,000
45	462,500
46	470,000
47	477,500
48	485,000
49	492,500
50	500,000
¥ 51mil.	¥ 503,500
52	507,000
53	510,500
¥ 54mil.	¥ 514,000
55	517,500
56	521,000
57	524,500
58	528,000
59	531,500
60	535,000
61	538,500
62	542,000
63	545,500
64	549,000
65	552,500
66	556,000
67	559,500
68	563,000
69	566,500
70	570,000
71	573,500
72	577,000
73	580,500
74	584,000
75	587,500
76	591,000
77	594,500
78	598,000
79	601,500
80	605,000
81	608,500
82	612,000
83	615,500
84	619,000
85	622,500
86	626,000
87	629,500
88	633,000
89	636,500
90	640,000
91	643,500
92	647,000
93	650,500
94	654,000
95	657,500
96	661,000
97	664,500
98	668,000
99	671,500
¥ 100 mil.	¥ 675,000
¥ 101mil.	¥ 677,000
102	679,000
103	681,000
104	683,000
105	685,000
—	—
110	695,000
—	—
115	705,000
—	—
120	715,000
—	—
125	725,000
—	—
130	735,000
—	—
135	745,000
—	—
140	755,000
—	—
145	765,000
—	—
150	775,000
—	—
160	795,000
—	—
170	815,000
—	—
180	835,000
—	—
190	855,000
—	—
200	875,000
—	—
210	895,000
—	—
220	915,000
—	—
230	935,000
—	—
240	955,000
—	—
250	975,000
—	—
¥260 mil.	¥ 995,000
—	—
270	1,015,000
—	—
280	1,035,000
—	—
290	1,055,000
—	—
300	1,075,000
—	—
325	1,125,000
—	—
350	1,175,000
—	—
375	1,225,000
—	—
400	1,275,000
—	—
425	1,325,000
—	—
450	1,375,000
—	—
475	1,425,000
—	—
500	1,475,000
—	—
550	1,575,000
—	—
600	1,675,000
—	—
650	1,775,000
—	—
700	1,875,000
—	—
750	1,975,000
—	—
800	2,075,000
—	—
850	2,175,000
—	—
900	2,275,000
—	—
1,000	2,475,000

The Rules of the Maritime Arbitration Commission

Section 1. There shall be set up in the Japan Shipping Exchange, Inc., a Maritime Arbitration Commission.

Section 2. The object for which the Maritime Arbitration Commission is set up is to promote arbitration, mediation, and other means of solution of disputes relating to maritime matters, and thereby to contribute to a satisfactory operation of maritime trade.

Section 3. In order to attain the object referred to in the preceding section, the Commission shall carry on the following activities:

1. To make, alter, and interpret the Rules of Maritime Arbitration.
2. To participate in consultation and give advice relating to international maritime arbitration cases.
3. To examine, investigate, and study matters relating to maritime arbitration.
4. To appoint arbitrators, experts, and certifiers in regard to maritime disputes.
5. To compile and keep a Panel of Members of the Maritime Arbitration Commission.
6. To encourage and promote the insertion of an arbitration clause in maritime contracts.
7. To compile and publish materials relating to maritime arbitration.
8. To do other things necessary for achieving the object of the Commission.

Section 4. (1) The Commission shall be composed of a number of persons selected by the Board of Directors, and recommended by the President, of the Japan Shipping Exchange, Inc., from among the Members (both regular and associate) of the Exchange and other persons of learning

and experience.

(2) Those persons who have been recommended to be members of the Commission shall be listed on the Panel of Members of the Maritime Arbitration Commission.

(3) The vacancy made by the resignation of a Member of the Commission may be filled according to the provisions of the preceding two sub-sections.

(4) The term of office of the Members of the Commission shall be two years.

(5) A Member who fills the vacancy caused by the resignation of a Member shall be in office for the remaining period of his predecessor's term.

Section 5. There shall be in the Commission a Chairman and two Deputy Chairmen elected by and from among the Members of the Commission.

Section 6. The Chairman of the Commission represents the Commission and has general control of the business of the Commission. The Deputy Chairmen assist the Chairman and act on his behalf.

Section 7. The Chairman shall convene a meeting of the Commission when necessary.

Section 8. (1) The meeting of the Commission shall be constituted by one fourth or more of its Members, and its resolutions shall be passed by a majority of the Members present.

(2) The Chairman of the meeting has a vote in the resolutions referred to in the preceding sub-section.

Section 9. The Chairman and the Deputy Chairmen of the Documentary Committee (Rules of the Documentary Committee section 5) can be present at the meeting of the Maritime Arbitration Commission and give their opinions, but have no right of vote.

Section 10. The Chairman of the Commission shall preside over the meeting of the Commission. If he is unable to do so, one of the Deputy

Chairmen shall take his place. If neither the Chairman nor the Deputy Chairmen are able to take the chair, a person elected by and from among those present shall preside.

Section 11. The Chairman of the Commission shall report to the Commission the results of the awards, reports, or certificates prepared by Arbitrators, experts, or certifiers respectively, filing with the Commission copies of them.

Section 12. The Chairman of the Commission, if he considers it necessary, can entrust a suitable person with the investigation of a professional, technical, or other specific matter and let him report the results to the Commission.

Section 13. (1) In case where any business of the Commission needs deliberation or investigation extending over some length of time, the Chairman of the Commission can nominate a number of persons from among those on the Panel of Members of the Maritime Arbitration Commission and assign the task to them.

(2) The persons nominated in accordance with the provisions of the preceding sub-section shall form a Special Committee.

(3) The Special Committee shall report to the Commission the results of its deliberation or investigation.

Section 14. The Chairman of the Commission shall from time to time report to the Board of Directors decisions made, resolutions passed, and other matters dealt with by the Commission.

Section 15. Matters necessary for the management of the business of the Commission shall be provided for in the private regulations of the Commission.

Section 16. Any amendment of these Rules may at the instance of the Chairman be made by the Commission with approval of the Board of Directors.

Supplementary Rule.

These Rules shall come into operation on the 13th September, 1962.

The Rules of Appraisal, Certification, etc., of Maritime Matters

Section 1. Any person desirous of obtaining from the Japan Shipping Exchange, Inc., a written opinion, advice, appraisal, or certificate relating to the ownership (including joint-ownership) of a ship, an agreement of demise, charter, or consignment of a ship, or any other maritime matter such as carriage of goods by sea, bills of lading, marine insurance, sale of a ship, building or repair of a ship, salvage, average, etc., may file with the Exchange a signed and sealed written application showing the subject matter of the application.

Section 2. *(Amended in November, 1964.)* (1) Upon receipt of an application referred to in the preceding section, the Maritime Arbitration Commission shall decide whether or not it should accept the same, and if it is accepted, the Commission shall cause the thing applied for to be prepared by such a person as it shall appoint from among those on the Panel of Members of the Maritime Arbitration Commission (or other persons in case of special need).

(2) The decision of the Maritime Arbitration Commission referred to in the preceding sub-section shall be notified to the applicant in writing.

Section 3. (1) The written appraisal, expert opinion, or certificate shall be in the Japanese language, but it may, according to the request of the applicant, be made out in the English language or in both the Japanese and the English languages.

(2) When a document is made out both in Japanese and in English, both versions shall be regarded as authentic texts. But in case of any difference of interpretation between the two versions, the Japanese version shall be regarded as conclusive.

Section 4. *(Amended in May, 1964.)* The written appraisal, expert opinion, or certificate shall be signed and sealed by the appraiser, expert or certifier respectively and the Chairman of the Maritime Arbitration Commission (or a person authorized by him to sign and seal on his behalf); provided that when the applicant has required only the signature and seal of the Chairman of the Maritime Arbitration Commission, the same alone will suffice.

Section 4. bis. *(Amended in November, 1964.)* An applicant, upon receipt of a notice of acceptance of application according to section 2(2), shall pay to the Exchange an engagement fee of Yen 20,000, provided that an applicant for the appraisal of the price of a ship need not pay an engagement fee. An engagement fee once paid shall not be returned for any reason.

Section 5. *(Amended in November, 1964.)* (1) An applicant, upon receipt of a notice from the Exchange that a written appraisal, opinion, or certificate shall be delivered, pay to the Exchange a fee therefor and such expenses as shall have been defrayed by the Exchange in regard to the appraisal, expert opinion, or certification.

(2) Notwithstanding the provision of the preceding sub-section, the applicant shall pay in advance to the Exchange part of the fee for appraisal, expert opinion, or certification, when the Exchange deems it necessary.

(3) Money paid in advance according to the provision of the preceding sub-section shall, after the first meeting of the appraisers or experts, not be returned for any reason.

Section 5. bis. *(Amended in November, 1964.)* (1) The amount of the fee for the appraisal, opinion, or certificate referred to in the preceding section, shall be fixed by the Maritime Arbitration Commission according to the nature and degree of difficulty of the subject matter and in consultation with the appraiser, expert, or certifier.

(2) The fee for the appraisal of the price of a ship shall be Yen 30,000,

and any special expenses shall be separately collected.

Section 6. Regulations necessary for the enforcement of these Rules shall be separately made.

Supplementary Rule.

These Rules shall come into operation on the 13th September, 1962.

The Rules relating to Arbitration in the Code of Civil Procedure of Japan

Arbitration Procedure

Section 786. An agreement to submit a controversy to one or more arbitrators is valid only where the parties have the right to make a compromise regarding the subject matter in dispute.

Section 787. An agreement to submit a future controversy to arbitration shall have no effect unless it relates to a particular relation of right and a controversy arising therefrom.

Section 788. If in an arbitration agreement no provision is made for the nomination of arbitrators, each party shall nominate an arbitrator.

Section 789. (1) Where both parties are entitled to nominate arbitrators the party initiating the arbitration procedure shall in writing signify to the other party the arbitrator of his own nomination and call upon that other party to take the corresponding steps on his side within a period of seven days.

(2) In default of nomination of an arbitrator within the period specified in the preceding sub-section the competent Court, upon application by the party initiating the arbitration procedure, shall appoint an arbitrator.

Section 790. A party having nominated an arbitrator shall be bound by such nomination in relation to the other party as soon as he has given to that other party notice of the nomination.

Section 791. Where an arbitrator nominated otherwise than by an

arbitration agreement dies, or his position is otherwise vacated, or he refuses to accept or exercise the office of arbitrator, the party who has nominated him shall, upon demand by the other party, appoint another arbitrator within a period of seven days. In default of appointment of an arbitrator within the specified period, the competent Court, upon application by the said other party, shall appoint an arbitrator.

Section 792. (1) The parties may challenge an arbitrator on the same grounds and on the same conditions as they were entitled to challenge a Judge.

(2) Apart from the provisions of the preceding sub-section, an arbitrator nominated otherwise than by an arbitration agreement may be challenged if he unduly delays the exercise of his office.

(3) Persons who are under disability, deaf, dumb, or deprived of or suspended from the enjoyment of public rights may, if nominated to be arbitrators, be challenged.

Section 793. An arbitration agreement shall be void unless by mutual consent of the parties provisions are made therein against the following contingencies:

1. That, specified persons being nominated arbitrators in the arbitration agreement, any one of them dies, or his position is otherwise vacated, or he refuses to act, or withdraws from the agreement entered into by him, or unduly delays the discharge of his duties;
2. That the arbitrators notify the parties that their opinions are equally divided.

Section 794. (1) The arbitrators, before making an award, shall hear the parties and make such enquiries into the causes of controversy as they deem necessary.

(2) Where the parties disagree on the arbitration procedure to be followed, the arbitrators shall adopt such procedure as they think fit.

Section 795. (1) The arbitrators may examine such witnesses and

experts as may voluntarily appear before them.

(2) The arbitrators have no power to administer an oath to a witness or an expert.

Section 796. (1) Any act which the arbitrators consider necessary in the course of the arbitration procedure but which they are unable to perform shall, upon application by the parties, be performed by the competent Court, provided such application is deemed proper.

(2) If a witness or an expert refuses to give evidence or expert opinion, the Court which ordered him to do so shall have the power to make such adjudication as may then be necessary.

Section 797. If the parties contend that the arbitration procedure entered upon is not one which is to be allowed, or in particular, that no legally binding agreement of arbitration has been made, or that the arbitration agreement does not relate to the controversy to be settled, or that the arbitrators have no power to exercise their office, nevertheless the arbitrators may proceed with their function and make an award.

Section 798. When an award is to be made by several arbitrators, it shall be decided by a majority vote of the arbitrators, unless otherwise provided in the arbitration agreement.

Section 799. (1) The award shall bear date of the day on which it was prepared, and be signed and sealed by the arbitrators.

(2) Authentic copies of the award signed and sealed by the arbitrators shall be served on the parties, and the original document of award accompanied by a certificate of service shall be deposited with the Office of Clerks of the competent Court.

Section 800. As between the parties the award shall have the same effect as a final and conclusive judgement of a Court of Justice.

Section 801. (1) Application to set aside an award may be made in any of the following cases:—

1. Where the arbitration was one which ought not to have been allowed;

2. Where the award orders a party to do an act which is prohibited by law;
3. Where in the arbitration procedure the parties were not lawfully represented;
4. Where the parties were not heard in the arbitration procedure;
5. Where the award does not show the ground on which the decision was made;
6. Where for any of the reasons specified in 4, 5, 6, 7 and 8 of section 420 a motion for a new trial is to be allowed.

(2) Where otherwise agreed between the parties, an award cannot be set aside for the reasons specified in 4 and 5 in the preceding sub-section.

Section 802. (1) Execution by virtue of an award can be carried out only if it is pronounced to be allowed by an execution-judgement.

(2) No such execution-judgement as is referred to in the preceding sub-section shall be given, if there exists any ground upon which application for setting aside an award can be made.

Section 803. After an execution-judgement has been given application for setting aside the award can be made only on the ground specified in 6 in section 801, and then only if it is shown that the party has, not owing to any fault on his part, been unable to plead the ground for setting aside the award in the previous procedure.

Section 804. (1) In the case mentioned in the preceding section, an action for setting aside an award must be instituted within a peremptory term of one month.

(2) The term referred to in the preceding sub-section shall commence to run from the day on which the party becomes aware of the ground for setting aside the award, but not before the execution-judgement becomes conclusive. After the expiration of five years from the day on which the execution-judgement becomes conclusive, this action cannot be brought.

(3) When setting aside an award, the Court shall also pronounce the

setting aside of the execution-judgement.

Section 805. (1) The Court competent to entertain an action having for its object the nomination or challenge of an arbitrator, the termination of an arbitration agreement, the disallowance of arbitration, the setting aside of an award, or the giving of an execution-judgement shall be the Summary Court or District Court designated in the arbitration agreement. In the absence of such designation, the action may be brought before such Summary or District Court as would be the competent Court if the claim were judicially made before a Court of Justice.

(2) In case there are two or more Courts having jurisdiction according to the preceding sub-section, the Court to which the parties or arbitrators first resorted shall be the competent Court.

NEW TRIAL

Section 420. (1) For any one of the following reasons, except where the party has in an appeal pleaded it or knowingly has not pleaded it, a final judgement which has become conclusive may be appealed against in the form of a motion for a new trial:—

1. If the Court which gave judgement was not so constituted as the law prescribed;
2. If a Judge who was precluded by law from participating in the decision participated therein;
3. If the legal representative or process-attorney or agent was not vested with the necessary power to do acts of procedure;
4. If a Judge who participated in the decision was guilty of an offence relating to his official duties in connection with the case tried before him;
5. If the party by a criminally punishable act of another person was

led to make a confession or prevented from producing a means of attack or defence calculated to affect the decision;

6. If a document or any other object which was produced in evidence and on which the judgement was based was a forged or fraudulently altered matter;

7. If the judgement was based on a false statement of a witness, expert, or interpreter or a sworn party or legal representative;

8. If a civil or criminal judgement or any other judicial decision or an administrative decision on which the judgement was based has been altered by a subsequent judicial or administrative decision;

9. If no adjudication was made of a material fact which would have affected the judgement;

10. If the judgement appealed against conflicts with a conclusive judgement previously pronounced.

(2) In the case of 4, 5, 6, or 7 of the preceding sub-section, a motion for a new trial may be made only when a judgement of conviction or a decision imposing a non-criminal fine has become conclusive in regard to the punishable act, or when a conclusive judgement of conviction or a decision imposing a non-criminal fine cannot be obtained for a reason other than the lack of evidence.

(3) If judgement on the subject-matter of the action was given by the Court of second resort, a motion for a new trial against the judgement given by the Court of first instance cannot be made.

The Rules of the Documentary Committe of the Japan Shipping Exchange, Inc.

Chapter I. General Rules.

Section 1. In the Japan Shipping Exchange, Inc., (hereinafter referred to as "the Exchange") shall be set up a Documentary Committee (hereinafter referred to as "the Committee").

Section 2. The Committee shall under these Rules carry on the drafting, alteration, and abolition of forms of maritime contracts and other maritime documents, and relevant work.

Chapter II. Documentary Committee.

Section 3. (1) The Committee shall be composed of such persons as will be selected by the Board of Directors of the Exchange from among the Members and Sub-members of the Exchange and other persons of learning and experience and nominated by the President of the Exchange.

(2) The term of office of the Members of the Committee shall be two years.

(3) When a vacancy takes place in the Committee, through the resignation of a Member of the Committee or otherwise, it may be filled. In this case, the term of office of the new Member of the Committee shall be the remaining period of the term of office of his predecessor.

Section 4. There shall be in the Committee a Chairman and two Deputy Chairmen elected by and from among the Members of the Committee.

Section 5. The Chairman shall represent the Committee and exercise general control of its work. The Deputy Chairmen shall assist the Chairman and act on his behalf.

Section 6. A meeting of the Committee shall be called by the Chairman when necessary.

Section 7. At the meeting of the Committee the Chairman shall take the chair. When the Chairman is unable to do so, one of the Deputy Chairmen shall be in the chair, and when neither the Chairman nor the Deputy Chairmen be available, a Member of the Committee elected from among those present by mutual vote shall precide over the meeting.

Section 8. (1) A quorum required for the meeting of the Committee shall be one third of the Members, and its resolution shall be passed by a majority vote.

(2) A Member of the Committee can take part in the resolution referred to in the preceding sub-section by the use of a power of attorney.

(3) The Chairman of the Committee can take part in the resolution referred to in sub-section 1.

Section 9. When the Chairman deems it necessary, he can entrust a proper person with the investigation of a particular matter, and cause him to answer the questions of the Committee.

Section 10. The Chairman shall from time to time report to the Board of Directors the resolutions passed by the Committee and matters dealt with by the Committee.

Section 11. The Chairman and the Deputy Chairmen of the Arbitration Commission can be present at the meetings of the Committee and Sub-committees and state opinions, but cannot take part in the resolutions.

Chapter III. Sub-committees.

Section 12. When the Chairman deems it necessary, he can appoint Sub-committeemen from among the members of the Committee, the Members of the Exchange (if a Member is a legal person then its directors and employees), and other persons of learning and experience, and cause them to carry on the work mentioned in section 2.

Section 13. The Sub-committeemen shall form Sub-committees, and each Sub-committee shall appoint a Chairman and two Deputy Chairmen by mutual vote.

Section 14. (1) The Chairman of a Sub-committee shall report any resolution it passes to the Documentary Committee.

(2) The term of office of a Sub-committee shall terminate with the report referred to in the preceding sub-section.

Section 15. The provisions of sections 5 to 9 shall apply *mutatis mutandis* to the matters provided for in this chapter.

Chapter IV. Expenses.

Section 16. The expenses of the Committee shall be governed by the Committee's own regulations.

Chapter V. Miscellaneous Rules.

Section 17. Such matters pertaining to the work of the Committee as are not provided for in these Rules shall be dealt with according to the resolutions passed by the Committee.

Section 18. Any amendment to these Rules shall be made by the Committee on the initiative of the Chairman of the Committee.

Kinds of Printed Forms

and their Cost Prices

Printed forms of documents are supplied at the cost prices as follows (postage extra):—

(BILLS OF LADING)			
Bill of Lading (Code Name: SHUBIL-1958)	50 copies	¥300 or	US$0.90
Bill of Lading (Code Name: SHUBIL-1958) (for copy use)	100 copies	¥400	US$1.20
Bill of Lading (for bulk cargo) (in Japanese)	50 copies	¥200	US$0.60
Bill of Lading (for general cargo) (in Japanese)	50 copies	¥200	US$0.60
Nimotsu Unsosho (in Japanese) / *Nimotsu Unsosho* (for copy use) (in Japanese)	50 sets	¥400	US$1.20
(VOYAGE CHARTERPARTIES)			
Voyage Charter Party (Code Name: NIPPONVOY 1963)	20 copies	¥400	US$1.20
Voyage Charter Party (in Japanese)	20 copies	¥200	US$0.60
Fixture Note (in Japanese)	100 copies	¥200	US$0.60
Nanyozai Charter Party (Code Name: NANYOZAI 1960)			
Nanyozai Charter Party (code Name: NANYOZAI 1967)	20 copies	¥500	US$1.40
Fixture Note (Nanyozai)	50 copies	¥400	US$1.20
Beizai (American Logs/Lumber) Charter Party (Code Name: BEIZAI 1964)	20 copies	¥400	US$1.20
Tanker Voyage Charter Party (in Japanese)	10 copies	¥150	US$0.50
Coasting Tanker Voyage Charter Party (in Japanese)	30 copies	¥200	US$0.60
(CHARTERING)			
Time Charter Party (in Japanese)	10 copies	¥300	US$0.90
Coasting Time Charter Party (in Japanese)	10 copies	¥300	US$0.90
Bareboat Charter Party (in Japanese)	10 copies	¥150	US$0.50

Un-ko Itaku Keiyakusho (Ship-operating on Commission) (in Japanese)	10 copies ¥150	US$0.50
The Baltic and International Maritime Conference Uniform Time-Charter (Code Name:BALTIME 1939)	1 copy ¥40	US$0.12
(SALE CONTRACT OF SHIP)		
Memorandum of Agreement (Code Name: NIPPONSALE 1965)	10 copies ¥800	US$2.30
Sales Contract (in Japanese)	10 copies ¥150	US$0.50
(SHIPBUILDING & REPAIR)		
Contract of Shipbuilding (in Japanese)	1 copy ¥300	US$0.90
Contract of Ship Repair (in Japanese)	1 copy ¥ 50	US$0.20
(SALVAGE)		
Salvage Agreement (in Japanese)		

The Panel of Members of the Maritime Arbitration Commission (1970-1971)

Chairman: Katsuya, Toshiaki
Deputy-Chairman: Hamada, Kisao
Suzuki, Takashi

Tokyo Group

Abe, Ken-ichi	Kawasaki Kisen Kaisha, Ltd.
Abe, Shiro	Attorney at Law
Adachi, Mamoru	Kawasaki Kisen Kaisha, Ltd.
Amanuma, Torao	Kansai Steamship Co., Ltd.
Amimoto, Hideyuki	The Fuso Shipping Co., Ltd.
Anan, Masatomo	The Yasuda Fire & Marine Insurance Co., Ltd.
Asahi, Suehiko	The Sumitomo Marine & Fire Insurance Co., Ltd.
Asano, Shuichi	Hitachi Shipbuilding & Engineering Co., Ltd.
Asukabe, Suekichi	Taisho Marine & Fire Insurance Co., Ltd.
Baba, Kentaro	Iino Kaiun Kaisha, Ltd.
Barclay, Cedric	Institute of Arbitrators,
Beppu, Kenji	Tonen Tanker K. K.
Clyde, Richard Arthur	London Maritime Arbitrators Association
Enomoto, Kisaburo	Keihin Port (Tokyo Bay) Development Authority
Fujii, Man-ichi	Toko Co., Ltd.

Fujimoto, Yoshio	Japan Line, Ltd.
Fujino, Kiyoshi	Showa Shipping Co., Ltd.
Fujioka, Kiyoshi	Mitsui & Co., Ltd.
Fujishiro, Kazuo	Nippon Yusen Kaisha
Fukayama, Kunihisa	Mitsubishi Shoji Kaisha, Ltd.
Fukuda, Yoshihiro	Taiyo Gyogyo Kabushiki Kaisha
Fusano, Masaharu	The Dowa Fire and Marine Insurance Co., Ltd.
Gonda, Jiro	Mitsui O. S. K. Lines, Ltd.
Hagiwara, Masahiko	Japan Line, Ltd.
Hamada, Kisao	Japan Kinkai, Ltd.
Hamatani, Genzo	Hitotsubashi University
Hayashi, Kiyoshi	Yamashita-Shinnihon Steamship Co., Ltd.
Hayashi, Yutaka	Mitsubishi Heavy Industries, Ltd.
Hayashida, Katsura	Taisei Fire & Marine Insurance Co., Ltd.
Hirao, Hiroharu	Mitsubishi Heavy Industries, Ltd.
Hirose, Kazuhiro	Sumitomo Shoji Kaisha, Ltd.
Hirose, Taro	Yamashita-Shinnihon Steamship Co., Ltd.
Honjo, Mitsuyuki	Mitsui & Co., Ltd.
Horie, Kimio	Tsurumi Yuso Co., Ltd.
Iida, Hideo	Yamashita-Shinnihon Steamship Co., Ltd.
Imai, Nobuyoshi	Japan Kinkai, Ltd.
Inoue, Jiro	The Nissin Fire & Marine Insurance Co., Ltd.
Ishida, Naomiki	The Bank of Tokyo, Ltd.
Ishigaki, Rei	C. F. Sharp & Co., Inc.
Ishikawa, Kenji	The Pacific Transportation Co., Ltd.

Ishikawa, Minoru	The Tokio Marine & Fire Insurance Co., Ltd.
Ishimitsu, Teruo	Shimoda Dockyard Co., Ltd.
Ishimizu, Kozo	The Kurushima Dockyard Co., Ltd.
Ishimura, Motokichi	Kasado Dockyard Co., Ltd.
Ishizuka, Kohei	Hitachi Shipbuilding & Engineering Co., Ltd.
Isomura, Keiichi	Sanko Steamship Co., Ltd.
Itagaki, Masao	Sulzer Brothers Japan Ltd.
Itano, Kamehachiro	The First Central Shipping Co., Ltd.
Iwamoto, Mitsutaka	Tsurumi Yuso Co., Ltd.
Iwamoto, Tsugio	Port of Portland
Izuta, Tomiya	Taiyo Shosen Kaisha, Ltd.
Kaba, Akira	Nihonkai Steamship Co., Ltd.
Kafuku, Tatsuro	Nihonkai Steamship Co., Ltd.
Kagami, Hachiro	Chiyoda Shipping Co., Ltd.
Kagami, Shuichi	Tokyo Tanker Co., Ltd.
Kagaya, Kojiro	Showa Yusosen Co., Ltd.
Kai, Motoo	C. Itoh & Co., Ltd.
Kai, Sokichi	Y. S. Nearseas Line Company, Limited
Kajikawa, Masutaro	Shinnihon Kinkai Kisen Kaisha, Ltd.
Kajiyama, Tadashi	The Tokio Marine & Fire Insurance Co., Ltd.
Kamakura, Keizo	Yamashita-Shinnihon Steamship Co., Ltd.
Kamata, Kunio	Showa Shipping Co., Ltd.
Kannauchi, Isamu	Nippon Yusen Kaisha
Karaki, Itsuo	Masaki Shokai, Ltd.

Kato, Koichi	Sumitomo Shipbuilding & Machinery Co., Ltd.
Katsuya, Toshiaki	
Kawaguchi, Tetsumi	Japan Line, Ltd.
Kawasaki, Koichi	Sasebo Heavy Industries Co., Ltd.
Kikkawa, Kichiro	Mobil Sekiyu Kabushiki Kaisha
Kikuchi, Kunio	Kyosei Kisen Kabushiki Kaisha
Kikuchi, Shojiro	Nippon Yusen Kaisha
Kikutake, Heiji	The Ocean Transport Co., Ltd.
Kimura, Ichiro	Y. S. Nearseas Line Company Limited.
Kimura, Kazuo	Shinwa Kaiun Kaisha, Ltd.
Kitagawa, Tokusuke	Tokyo Metropolitan University
Kitamura, Shotaro	Interocean Shipping Corporation
Kitazaki, Shigeo	Shin-ei Kaiun K.K.
Kobayashi, Shigoji	Nissan Motor Car Carrier Co., Ltd.
Kobayashi, Shosuke	Sumitomo Shoji Kaisha, Ltd.
Kojima, Takeshi	Kawasaki Kisen Kaisha, Ltd.
Komachiya, Sozo	Kanagawa University
Komatsu, Jiro	Mitsui Shipbuilding & Engineering Co., Ltd.
Koshino, Keizo	Hitachi Shipbuilding & Engineering Co., Ltd.
Kubo, Hajime	Harumi Senpaku Co., Ltd.
Kuma, Tohma	Tatsumi Shokai Co., Ltd.
Kurokawa, Masanori	Nippon Yusen Kaisha
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Maeda, Ichiro	Mitsui O.S.K. Lines, Ltd.
Masugi, Tadashi	Shimazu Kaiun Co., Ltd.

Masukawa, Haruo	H. Masukawa & Co., Ltd.
Matsumoto, Ichiro	Kaiji Kotsu Bunka Kenkyusho
Matsumoto, Seisuke	Tohnan Shokai, Ltd.
Matsumoto, Shoichi	Y. S. Nearseas Line Company, Limited
Matsuoka, Shunkichi	Mitsui Shipbuilding & Engineering Co., Ltd.
Miki, Tomosuke	Sanyo Shipping Co., Ltd.
Misumi, Ken	Sansho Marine Agency Co., Ltd.
Miura, Masao	Heiwa Kisen Kaisha, Ltd.
Miwa, Susumu	Shinwa Kaiun Kaisha, Ltd.
Miyabe, Kazuo	Sagami Unyu Co., Ltd.
Miyashita, Jiro	Petroleum Association of Japan
Miyata, Chuya	Miyata Shoten Co., Ltd.
Nagai, Akio	Fuji Steamship Co., Ltd.
Nagai, Hiroyoshi	Nissho-Iwai Co., Ltd.
Nagai, Norihiko	Mitsui O. S. K. Lines, Ltd.
Nagayama, Wataru	Chuwa Kaiji Co., Ltd.
Nagumo, Shin-ichi	Kawasaki Kisen Kaisha, Ltd.
Naito, Mamoru	All & Co., Ltd.
Nakajima, Nobuhisa	Sasebo Heavy Industries Co., Ltd.
Nakamura, Yuichi	Kanasashi Shipbuilding Co., Ltd.
Nakase, Naoo	Japan South Sea Lumber Conference
Natsume, Teruji	Hinode Kisen Co., Ltd.
Nimura, Hiroshi	Mitsubishi Shoji Kaisha, Ltd.
Nishikawa, Isamu	Sanko Steamship Co., Ltd.
Nishimata, Keijiro	Showa Shipping Co., Ltd.
Nishimura, Jiro	Sanwa Shosen Kaisha, Ltd.
Nishiyama, Yoshio	Namura Shipyard Co., Ltd.

Nohara, Rokuro	Yamamizu Shipping Co., Ltd.
Ogawa, Takeshi	The First Central Shipping Co., Ltd.
Ogawa, Tomohaya	Nissin Kisen Kaisha, Ltd.
Ohara, Shozo	Ohara Kaiun Co., Ltd.
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Okada, Ryoichi	Kawasaki Kisen Kaisha, Ltd.
Okada, Tadashi	Ishikawajima-Harima Heavy Industries Co., Ltd.
Okubo, Hideo	Sankyo Transportation Co., Ltd.
Okubo, Masahiko	Japan Line, Ltd.
Okuyama, Kazuo	Nissho-Iwai Co., Ltd.
Ono, Tasuku	Utoku Express Co., Ltd.
Otori, Tsuneo	The University of Tokyo
Saito, Yoshiomi	Mitsui Shipbuilding & Engineering Co., Ltd.
Sakamoto, Saburo	The Nippon Fire & Marine Insurance Co., Ltd.
Sakuma, Seiji	Kyokuto Shipping Co., Ltd.
Sakurai, Reiji	Mitsui O.S.K. Lines, Ltd.
Sasabe, Haruo	Sasabe Kaiun Co., Ltd.
Sasaki, Shuichi	Japan Nuclear Ship Development Agency
Sato, Katsumi	Shin Yei Steamship Co., Ltd.
Sato, Kuniaki	Showa Shipping Co., Ltd.
Sato, Miyozo	Keihoku Shipping Co., Ltd.
Sato, Seiichi	C. Itoh & Co., Ltd.
Sato, Shuzo	Dodwell & Co., Ltd.
Sato, Zentaro	Showa Shipping Co., Ltd.

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Shimada, Shoichi	Mitsui O.S.K. Lines, Ltd.
Shimatani Shigeo	Baba-Daiko Shosen Co., Ltd.
Shimaya, Kiyoshi	Marubeni-Iida, Co., Ltd.
Shimazu, Tomotsugu	Shimazu & Co., Ltd.
Shimizu, Kiyoshi	Ueno Chemical Unyu Co., Ltd.
Sone, Fuyuki	Tabuchi Kaiun Co., Ltd.
Suganuma, Kiyoshi	Kawasaki Heavy Industries, Ltd.
Tachibana, Minoru	Kyoei Tanker Co., Ltd.
Takahashi, Hachiro	Kansai Oil Transportation Co., Ltd.
Takai, Harumi	Chiyoda Shipping Co., Ltd.
Takanashi, Masao	Meijigakuin University
Takaya, Shinji	Dodwell & Co., Ltd.
Takemoto, Nariyuki	Kawasaki Kinkaikisen Kaisha Ltd.
Takeuchi, Ryojiro	Heiwa Kisen Kaisha, Ltd.
Takuma, Kenji	Sumitomo Shipbuilding & Machinery Co., Ltd.
Tamesada, Nobuyuki	Tokyo Shipping Co., Ltd.
Tanaka, Chitsuka	Taiyo Shosen Kaisha, Ltd.
Tanigawa, Hisashi	Seikei University
Taniguchi, Kojiro	Mitsubishi Shoji Kaisha, Ltd.
Taniyama, Tatsuo	Yamashita-Shinnihon Steamship Co., Ltd.
Toda, Shuzo	Chuo University
Toki, Hiromu	Japan Line, Ltd.
Tokura, Ichiro	Mitsubishi Ore Transport Co., Ltd.
Tomoda, Kiyoshi	Tokyo Shipping Co., Ltd.
Totsuka, Gen-ichiro	Iino Kaiun Kaisha, Ltd.

Tsuboi, Gengo	Tokyo Tanker Co., Ltd.
Tsubokawa, Keiji	Houn Shipping Co., Ltd.
Tsuji, Futoshi	Mitsuiline Industries, Ltd.
Tsumura, Banji	
Tsunado, Masao	M.O. Nearseas, Ltd.
Uchida, Isamu	Meiji Shipping Co., Ltd.
Uchida, Mitsuji	Uchida Kaiun Kabushiki Kaisha
Umeda, Zenji	Kawasaki Heavy Industries, Ltd.
Umetani, Riichi	The Japan Hull Insurance Union
Yabe, Giichi	General Shipping Co., Ltd.
Yabuki, Toyohiko	Baba-Daiko Shosen Co., Ltd.
Yagi, Noboru	Towa Steamship Co., Ltd.
Yaguchi, Soichiro	Tokyo Senpaku Kaisha, Ltd.
Yamada, Fukutaro	Sanyo Shipping Co., Ltd.
Yamada, Soichi	Kanematsu-Gosho Ltd.
Yamada, Tomoyuki	Mitsui O.S.K. Lines, Ltd.
Yamada, Toshihiko	Nippon Yusen Kaisha
Yamakoshi, Yoshimasa	Yamashita-Shinnihon Steamship Co., Ltd.
Yasuda, Naosuke	Japan Line, Ltd.
Yasukawa, Yoshito	Showa Yusosen Co., Ltd.
Yokoe, Toru	Japan Tanker Owners Association
Yonehara, Masao	Usuki Iron Works Ltd.
Yoshikawa, Takeaki	Nippon Yusen Kaisha
Yoshimura, Keijiro	Nissho-Iwai Co., Ltd.
Yoshinaga, Eisuke	Hitotsubashi University
Yukawa, Isamu	Okada Shosen Kaisha, Ltd.

Osaka-Kobe Group

Aoki, Toshio	Kansai Steamship Co., Ltd.
Aono, Kiyoaki	Onomichi Dockyard Co., Ltd.
Dan, Nobushige	Yamashita-Shinnihon Steamship Co., Ltd.
Emi, Rentaro	Ishikawajima-Harima Heavy Industries Co., Ltd.
Emi, Yoshiichi	Osakako Mokuzai Chosei Kyogikai
Fujitani, Masaaki	Mitsui Shipbuilding & Engineering Co., Ltd.
Fujiwara, Toshio	The Fuso Shipping Co., Ltd.
Haba, Katashi	Kawasaki Heavy Industries, Ltd.
Hatta, Ichiro	Showa Shipping Co., Ltd.
Hirata, Shin-ichi	The Tokio Marine & Fire Insurance Co., Ltd.
Igarashi, Etsuo	Tokai Rinko Kaisha, Ltd.
Imamura, Osamu	Tamai Steamship Co., Ltd.
Itami, Hiroshi	Shimatani Kisen Co., Ltd.
Kajiwara, Hiroshi	Meiji Shipping Co., Ltd.
Kaneko, Kazuo	Mitsubishi Heavy Industries, Ltd.
Kashino, Minoru	Japan Kinkai, Ltd.
Kataoka, Hiroji	Nissho-Iwai Co., Ltd.
Kato, Senmatsu	The Fuso Shipping Co., Ltd.
Kikuchi, Yasutaro	The Ocean Transport Co., Ltd.
Kira, Kikuji	Mitsui & Co., Ltd.
Kitagawa, Akihiro	Mitsui O.S.K. Lines, Ltd.
Kitamura, Genzo	Kyosei Kisen Kabushiki Kaisha.
Kojima, Takashi	University of Osaka Prefecture

Komura, Kazuya	Setoda Shipbuilding Co., Ltd.
Kubota, Hiroshi	Kobe University
Kumano, Shuichi	Mitsui O.S.K. Lines, Ltd.
Marutani, Katsuji	Kyosei Kisen Kabushiki Kaisha
Maruyama, Masao	Onomichi Dockyard Co., Ltd.
Matoi, Katsuma	Nitto Transportation Co., Ltd.
Matsuda, Yoshio	Kawasaki Heavy Industries, Ltd.
Matsumoto, Sasao	Shoei Kabushiki Kaisha
Miyamoto, Yoshikazu	Kobe Tug Boat Association
Miyatake, Kazuo	The Tokio Marine & Fire Insurance Co., Lrd.
Moriyama, Mitsuaki	Sumitomo Shoji Kaisha, Ltd.
Murachi, Shigeharu	Meiji Shipping Co., Ltd.
Murakami, Kennosuke	Marubeni-Iida Co., Ltd.
Nagai, Shojiro	The Fuso Shipping Co., Ltd.
Nagao, Eiichi	Kawasaki Kisen Kaisha, Ltd.
Naito, Nobutomo	C. Itoh & Co., Ltd.
Nakahara, Yoshihiro	Sumitomo Shoji Kaisha, Ltd.
Nakao, Kichiji	Yamashita-Shinnihon Steamship Co., Ltd.
Nakatani, Yoshitaka	Mitsubishi Shoji Kaisha, Ltd.
Narutomi, Takeo	Towa Steamship Co., Ltd.
Nihei, Hisashi	Daiichi Senpaku Kabushiki Kaisha
Okaniwa, Hiroshi	Sanko Steamship Co., Ltd.
Okaniwa, Masuo	The Sumitomo Warehouse Co., Ltd.
Okubo, Shigeru	Taisho Marine & Fire Insurance Co., Ltd.
Ono, Taishin	Kyowa Marine Transportation Co., Ltd.
Osaki, Kenji	

Sasaki, Tetsuo	The Dowa Fire and Marine Insurance Co., Ltd.
Sato, Kunikichi	Satokuni Kisen Kaisha, Ltd.
Shikata, Toichi	Towa Steamship Co., Ltd.
Shimatani, Isamu	Shimatani Kisen Co., Ltd.
Shinomiya, Seisuke	Tatsumi Shokai Co., Ltd.
Suzuki, Takashi	Matsuoka Steamship Co., Ltd.
Takami, Sueo	The Bank of Kobe, Ltd.
Takaue, Shun	Hitachi Shipbuilding & Engineering Co., Ltd.
Takeuchi, Ukon	Kamigumi Co., Ltd.
Taki, Tsuneo	Nippon Yusen Kaisha
Taniguchi, Akira	Showa Shipping Co., Ltd.
Terasawa, Yoshiaki	Shinwa Kaiun Kaisha, Ltd.
Toyofuku, Noboru	Kobe Dockyard & Engine Works, Ltd.
Ueyama, Takuichi	Tamai Steamship Co., Ltd.
Yasuhara, Meiji	Seiko Kaiun Co., Ltd.
Yonehara, Nobuo	Inui Steamship Co., Ltd.
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