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NANYOZAI CHARTER PARTY 改訂趣意書

Code Name “NANYOZAI 1967”

社団法人 日本海運集会所

NANYOZAI CHARTER PARTY 改訂趣意

Code Name “NANYOZAI 1967”

社団法人日本海運集会所書式制定委員会
南洋材航海備船契約書式改訂審議小委員会

日本海運集会所書式制定委員会（委員長 長岡英三氏）では、昭和35年制定の南洋材航海備船契約書式が制定後5年以上を経えており、取引の実情にそぐわない条項があること、本書式の規定に多少疑義があること、他の英文二書式すなわち38年制定の航海備船契約書式（NIPPONVOY）および39年制定の米材航海備船契約書式（BEIZAI）との調整が必要となったこと等にかんがみ、本書式を改訂することとした。改訂については書式制定委員会の下に、南洋材運送について豊富な知識と経験を有する16名の委員からなる小委員会を設け、種々の角度から検討された。

さらに小委員会において改訂案作成後、實際上 Fixture Note が多く使われているから、同時にこれを作成してほしいとの要望があったので、Fixture Note についての検討を行ない、去る4月4日開催の書式制定委員会において書式改訂案および Fixture Note 案共に承認され、この程公表するはこびとなった。

以下本書式の改訂個所について簡単に説明する。

NANYOZAI CHARTER PARTY 改訂審議小委員会委員（◎印委員長，○印副委員長）

相田 正和氏（岩井産業）	東 卓二氏（日正汽船）
大家 邦夫氏（安宅産業）	金子 陽一氏（昭和海運）
植谷 亨氏（大阪商船三井船舶）	永井 弘良氏（日商）
（前任 伊藤 善雄氏）	名村 英俊氏（日本郵船）
成田 富三氏（東洋棉花）	仁村 弘氏（三菱商事）
萩原 正彦氏（ジャパン近海）	◎浜田喜佐雄氏（ジャパン近海）
林田 桂氏（大成火災）	○広瀬 一弘氏（住友商事）
福島 喜和氏（第一中央汽船）	松尾 憲一氏（日綿実業）
水島 正雄氏（山下新日本汽船）	

【表題】

The Documentary Committee of The Japan Shipping Exchange, Inc.

NANYOZAI CHARTER PARTY

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CODE NAME

NANYOZAI

1967

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他の英文二書式（NIPPONVOY, BEIZAI）と同じ形式をとった。

Code Name については改訂版の発行後も現行書式が使用されることもありうるので現行、改訂何れであるかの区別ができるよう現行書式の“NANYOZAI 1960”に対し改訂書式は“NANYOZAI

1967” とすることとし、併せて Code Name の上に改訂年月日を記載しておくこととした。

現行書式の契約締結地締結年月日記載欄は、少し狭いのでスペースを広くした。

前 文

(改) Owners, Vessel, IT IS THIS DAY MUTUALLY AGREED between
Position, as Owners/Chartered Owners of the..... Steamer/Motor Vessel
Charterers (1)
..... built of..... tons
(2)
gross Register and carrying about..... tons of deadweight cargo,
nett
classed, now and expected ready to load under
this Charter about..... and
..... as Charterers.
(3)

(現) Owners, Vessel, It is this day Mutually Agreed between
Position, Owners (or Chartered Owners) of the..... Steamer or Motor Vessel
Charterers of..... tons gross Register and carrying about tons of
nett
deadweight cargo, Classed, now
and expected ready to load under this Charter about
and Messrs. of as Charterers.

(1) 末尾の “as Charterers” に合わせて “as” を挿入した。

“Owners” と “Chartered Owners” のいずれか一方を選択する箇所であるので、
“or” を “/” に改めた。以下の条項もこのように選択的に扱う箇所は、全て “or”
を “/” に改めた。

(2) 船舶建造年を記載できるようにしたいとの意見が強く、本欄を設けた。

(3) 現行書式では備船者名に “Messrs.” をつけているがこれは必要ではなく、また備船
者名の後に “of” があり続いて備船者の住所を記載するようになっているが、記入上
この “of” が邪魔になるので、いずれも削除した。

第 1 条

(改) Where to load, 1. That the said vessel shall, with all convenient speed, said and proceed to.....
Cargo, Destination as ordered by Charterers or so near thereto as she may
(1)
(2)
safely get and lie always afloat, and there load, with her own tackle, a full
and complete/part cargo of Logs
Board Measure Feet/Cubic Meters..... % more or less at Owners'
(3)
option, which Charterers bind themselves to ship, and being so loaded the vessel
shall, with all convenient speed, proceed to
(1)
as ordered by Charterers or so near thereto as she may safely get and lie
(2)
always afloat and there deliver the said cargo in the customary manner.

(現) Where to load, 1. That the said vessel shall, with all possible despatch, sail and proceed to
Cargo, Destination or so near thereto as she may safely get and lie always
afloat, and there load, with her own tackle, a full and complete or part cargo
of Logs Board Measure Feet..... % more or less,
at Owners' option, which Charterers bind themselves to ship, and being so loaded
the vessel shall, with all possible despatch, proceed to
or so near thereto as she may safely get and lie always afloat and there deliver
the said cargo in the customary manner as ordered.

(1) 本船は、適切な速力で積地に回航し、適切な速力で揚地に向かえばよいので、“with
all possible despatch”を“with all convenient speed”に改め、他の英文二書式と同

様にした。

- (2) 現行書式には“as ordered”が本条末尾にあって、この文言がどこにかかるか明確でないので、積地、揚地両方にかからせ、誰が指定するかはっきりさせた方がよいという意見により、このように改めた。
- (3) 南洋材の検量単位として、ボルネオでは Board Measure Feet が、フィリピンでは Cubic Meters が使われているので、いずれか一方を選択できるように改めた。これは第3条第1項・第4項においても同様である。

第 2 条

(改) **Freight**

2. Freight to be prepaid on Bills of Lading quantity as follows :

Freight to be considered as earned upon completion of loading, vessel and/or cargo lost or not lost.

(現) **Freight**

2. Freight to be prepaid on Bills of Lading quantity as follows

Prepaid freight to be considered earned, vessel and/or cargo lost or not lost.

他の英文二書式と同一内容とし、運賃は、本船の沈没、貨物の滅失に拘らず、貨物の積切時に確定的に取得される旨を定めた。

第 3 条

(改) **Loading and Discharging**

3. Cargo to be loaded at the average rate of Board Measure Feet/Cubic Meters per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used.

Lay days to commence at 1 p. m. if notice of readiness to load is given at or ⁽¹⁾ before noon and at 6 a. m. next working day if notice given after noon unless ⁽²⁾ worked sooner whereupon lay days to begin.

Notice of readiness at loading port(s) to be given during office hours to..... ⁽³⁾

Cargo to be discharged at the average rate of Board Measure Feet/Cubic Meters per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used.

Lay days to commence at 1 p. m. if notice of readiness to discharge is given ⁽¹⁾ at or before noon and at 6 a. m. next working day if notice given after noon ⁽²⁾ unless worked sooner whereupon lay days to begin.

Notice of readiness at discharging port(s) to be given during office hours to..... ⁽³⁾

Time lost in waiting for berth to count as lay days.

Lay days for loading and discharging to be non-reversible. ⁽¹⁾
⁽¹⁾

Rotation of loading and discharging ports to be at Owners' option.

(現) **Loading and Discharging**

3. Cargo to be loaded at the average rate of.....Board Measure Feet weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used.

Laydays to commence at 1 p. m. if notice of readiness to load is given before noon and at 6 a. m. next working day if notice given during office hours after noon unless worked sooner whereupon laydays to begin.

The notice of readiness at loading port(s) to be given to the Shippers, Messrs.

Cargo to be discharged at the average rate ofBoard

Measure Feet per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used.

Time to commence at 1 p. m. if notice of readiness to discharge is given before noon and at 6 a. m. next working day if notice given during office hours after noon unless worked sooner whereupon laydays to begin.

The notice of readiness at discharging port(s) to be given to the Consignees, Messrs.

Time lost in waiting for berth to count as laydays.

Laydays for loading and discharging to be non-reversible.

Rotation of loading and discharging port(s) to be at Owners' option.

- (1) 現行書式では碇泊期間を表わす語として laydays, laytime, time が使用され、統一されていないので、“lay days” に統一することとした（他の条項においても同じ）。
- (2) 碇泊期間の開始に関し、N/R が正午に提出された場合の処理を明確にするため、“at or” を付け加え他の英文二書式と同様にした。
- (3) N/R は、office hours に提出されることを明らかにした。また、N/R の提出先は、必ずしも shippers または consignees であるとは限らないので、“shippers”, “consignees” の語を削除した。

第 4 条

(改) Demurrage and Despatch Money

4. Demurrage to be paid to Owners at the rate of US\$ per day of 24 running hours or pro rata for any part thereof, payable day by day, for all time used in excess of lay days at loading or discharging port(s). Despatch Money to be paid to Charterers at the rate of US\$ per day of 24 running hours or pro rata for any part thereof for lay days saved at loading or discharging port(s).

Demurrage and/or Despatch Money at loading port(s) to be settled in
.....and at discharging port(s)
to be settled in

(現) Demurrage, Despatch Money

4. Demurrage to be paid to Owners at the rate of U. S. \$ per day of 24 running hours or pro rata for any part thereof, payable day by day, for all time used in excess of laytime at loading or discharging port(s). Despatch Money to be paid to Charterers at the rate of U. S. \$ per day of 24 running hours or pro rata for any part thereof for laytime saved at loading or discharging port(s).

Demurrage and/or Despatch Money at loading and/or discharging port(s) to be settled in....., Japan.....

滞船料、早出料の支払い場所、支払いに当てる通貨等が積地分と揚地分とで異なることがあるので、それぞれ別々に決めうるようにした。

第 6 条

(改) Overtime

6. Overtime for loading and discharging to be for account of the party ordering the same. If overtime be ordered by Port Authorities or any other Governmental Agencies, Charterers to pay extra expenses incurred. Officers' and crew's overtime always to be paid by Owners.

(現) Overtime

6. Overtime charges for loading and discharging, except officers' and crew's to be for the account of the party ordering the same. If overtime be ordered by Port Authorities or any other governmental Agencies, Charterers to pay extra expenses incurred.

他の英文二書式と同様に船長及びその他の乗組員の時間外手当は、船主が負担することとした。

第 8 条

(改) Days on Demurrage

8.days of 24 running hours on demurrage for loading to be allowed Charterers at loading port(s). Should Charterers be unable to load within the above period, the vessel to have liberty to sail with the cargo then on board, Charterers paying the dead-freight and demurrage incurred.

(現) Days on Demurrage

8. Should Charterers be unable to load the cargo in days of 24 running hours on demurrage at loading port(s), the vessel to have the liberty to sail with the cargo then on board, Charterers paying the dead-freight and demurrage incurred.

他の英文二書式と同様に超過碇泊期間に関する規定と見切り出帆に関する規定とに文を分けた。

第 9 条

(改) Commencement⁽¹⁾ of Lay Days, Cancelling

9. Lay days are not to commence before..... Should the vessel not be ready to load (whether in berth or not) at or before noon of ⁽²⁾....., Charterers shall have the option of cancelling this Charter, such option to be declared, if demanded, at least 48 hours before the vessel's expected arrival at port of loading.

(現) Laydays and Cancelling Date

9. Laydays are not to commence before.....and, should the vessel not be ready to load (whether in berth or ont) on or before, Charterers have the option of cancelling this Charter, such option to be declared, if demanded, at least 48 hours before the vessel's expected arrival at port of loading.

(1) 本条内容に合わせ Commencement of Lay Days, Cancelling と改めた。

(2) 現行書式では“on or before”となっているのを“at or before noon of.....”に改めて、解約予定日時を明らかにしうるようにした。

第 10 条

(改) Owners' Responsibility and Exemption⁽¹⁾

10. Owners shall, before and at the beginning of the voyage, exercise due diligence to make the vessel seaworthy and properly manned, equipped and supplied and to make the holds and all other parts of the vessel in which cargo is carried fit and safe for its reception, carriage and preservation. Owners shall properly and carefully handle, carry, keep and care for the cargo.

Owners shall not be liable for loss of or damage to the cargo arising or resulting from: unseaworthiness, unless caused by want of due diligence on the part of Owners to make the vessel seaworthy, and to secure that the vessel is properly manned, equipped and supplied, and to make the holds and all other parts of the vessel in which cargo is carried fit and safe for its reception, carriage and preservation. Owners shall not be responsible for loss of or damage ⁽²⁾

to the cargo arising or resulting from: act, neglect or default of the master, mariner, pilot, or the servants of Owners in the navigation or in the management of the vessel; fire, unless caused by the actual fault or privity of Owners; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies; arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of Charterers or of the shippers or owners of the cargo, their agents or representatives;

strikes or lock-outs or stoppage or restraint of labor from whatever cause, whether partial or general (provided that nothing herein contained shall be construed to relieve Owners from responsibility for their own acts); riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the cargo; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence any other cause arising without the actual fault or privity of Owners or without the fault of the agents or servants of Owners.

(現) **Owners
Responsibility**

10. Owners shall, before and at the beginning of the voyage, exercise due diligence to make the vessel seaworthy and properly manned, equipped and supplied and to make the holds and all other parts of the vessel in which cargo is carried fit and safe for its reception, carriage and preservation. Owners shall properly and carefully handle, carry, keep and care for the cargo.

Owners shall not be liable for loss of or damage to the cargo arising or resulting from; unseaworthiness, unless caused by want of due diligence on the part of Owners to make the vessel seaworthy, and to secure that the vessel is properly manned, equipped and supplied, and to make the holds and all other parts of the vessel in which cargo is carried fit and safe for its reception, carriage and preservation; act, neglect or default of the master, mariner, pilot, or the servants of Owners in the navigation or in the management of the vessel; fire, unless caused by the actual fault or privity of Owners; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies; arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of Charterers or of the shippers or owners of the cargo, their agents or representatives; strikes or lock-outs or stoppage or restraint of labor from whatever cause, whether partial or general (provided, that nothing herein contained shall be construed to relieve Owners from responsibility for their own acts); riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the cargo; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; any other cause arising without the actual fault or privity of Owners or without the fault of the agents or servants of Owners.

- (1) 見出しと内容の一致をはかるため、他の英文二書式と同様現行書式の“Owners' Responsibility”に“and Exemption”を付け加えた。
- (2) 免責規定を他の英文二書式と同様に堪航能力に関する注意義務と運送品に関する注意義務とについて二つの文に分けて規定した。

第11条, 第12条

(改) **Responsibility
for Cargo**

11. Owners shall not be responsible for split, chafing and/or damage unless caused by the negligence or default of master or crew.

(改) **Stevedore Damage**

12. 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.

Such loss or damage, as far as apparent, to be reported, by the Master to Charterers, their Agents or their stevedores within 24 hours after occurrence.

現行書式では、第11条に Stevedore Damageの規定が置かれ第12条に Responsibility

for cargo の規定が置かれているが、貨物の損害に対する免責規定を第10条の次に置くのが妥当であるので、第11条と第12条とを入れかえた。

第 13 条

(改) **Deviation**

13. The vessel has liberty to call at any port or ports en route, to sail without pilots, to tow and/or assist vessels in all situations, and to deviate for the purpose of saving life and/or property or for bunkering purposes or to make any reasonable deviation.

(現) **Deviation**

13. The vessel has liberty to sail without pilots, to tow and be towed and/or assist vessels in all situations, to deviate for the purpose of saving life and/or property, and also to call at any port(s) in any other reasonable purpose.

現行のものは、構文上不明瞭なところがあるので、外国の書式を参考にして改めた。

第 14 条

(改) **Owners' Lien**

14. Owners shall have a lien on the cargo for all freight, dead-freight, demurrage, damages for detention, average and all and every other sum of money which may become due to Owners under this Charter. Charterers shall remain responsible for above sum only to such extent as Owners have been unable to obtain payment thereof by exercising the lien on the cargo.

現行書式の見出しは、Lien となっているが、これではここにいう Lien の性格がはっきりしないので、Owners' Lien に改めた。

第 15 条

(改) **Measurement**

15. Cargo to be measured by official measurers or sworn measurers according to Brereton Scale/Hoppus Scale before loading.

Scale を Measurement に改めた。

第 17 条

(改) **General Average**

17. General average to be settled according to York-Antwerp Rules, 1950, in Tokyo.

(現) **General Average**

17. General average to be settled according to York-Antwerp Rules, 1950. 共同海損は東京で精算される旨を定めた。

第 22 条

(改) **Indemnity**

22. Indemnity for non-performance of this Charter shall be proved damages.

(現) **Penalty**

22. Penalty for non-performance of this Charter, shall be proved damages.

penalty という語は、違約罰という意味にとられるので、これを他の英文二書式と同様に indemnity (損害賠償) に改めた。

第 23 条

(改) **Sublet**

23. Charterers shall have the option of subletting whole or part of the vessel, they remaining responsible for due fulfilment of this Charter.

新たに sublet 条項 (NIPPONVOY 第16条と同じ) を設けた。

第 24 条

(改) **Arbitration**

24. Any dispute arising from this Charter 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 Japan Shipping Exchange, Inc., and the award given by the arbitrators shall be final and binding on both parties.

(現) **Arbitration**

23. Any dispute arising from this Charter shall be submitted to arbitration by the Nippon Shipping Exchange in Tokyo or Kobe conducted in accordance with the Rules of the Exchange then prevailing and the award given by the

arbitrators appointed by the Exchange shall be final and binding.

他の英文二書式にならって改めた。

新 設

This Charter Party has been signed by both parties and shall be in the custody of Owners.

現状に即して契約書の作成数を1通とし、船主がそれを所持することを定めた。
以 上

Issued 13/2/1960
Amended 4/4/1967

CODE NAME
NANYOZAI
1967

The Documentary Committee of The Japan Shipping Exchange, Inc.

NANYOZAI CHARTER PARTY

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Shipping Exchange, Inc.

.....19.....

**Owners, Vessel,
Position, Charterers**

IT IS THIS DAY MUTUALLY AGREED between 1
..... as Owners/Chartered Owners of the 2
Steamer/Motor Vessel built 3
of tons $\frac{\text{gross}}{\text{nett}}$ Register and carrying about tons of 4
deadweight cargo, classed, now 5
and expected ready to load under this Charter about 6
and as Charterers. 7

**Where to load,
Cargo, Destination**

1. That the said vessel shall, with all convenient speed, sail and proceed to 8
..... as ordered by Charterers or so near thereto as she may safely get 9
and lie always afloat, and there load, with her own tackle, a full and complete/part cargo of Logs 10
Board Measure Feet/Cubic Meters % more or less at Owners' option, which Charterers bind themselves to ship, and being 11
so loaded the vessel shall, with all convenient speed, proceed to 12
..... as ordered by Charterers or so near thereto as she may safely get and lie always 13
afloat and there deliver the said cargo in the customary manner. 14

Freight

2. Freight to be prepaid on Bills of Lading quantity as follows: 15
..... 16
..... 17
..... 18
..... 19
Freight to be considered as earned upon completion of loading, vessel and/or cargo lost or not lost. 20

**Loading and
Discharging**

3. Cargo to be loaded at the average rate of Board Measure Feet/Cubic Meters per weather 21
working day of 24 consecutive hours, Sundays and Holidays excepted unless used. 22
Lay days to commence at 1 p.m. if notice of readiness to load is given at or before noon and at 6 a.m. next working day if notice given after 23
noon unless worked sooner whereupon lay days to begin. 24
Notice of readiness at loading port(s) to be given during office hours to 25
..... 26
Cargo to be discharged at the average rate of Board Measure Feet/Cubic Meters per weather 27
working day of 24 consecutive hours, Sundays and Holidays excepted unless used. 28
Lay days to commence at 1 p.m. if notice of readiness to discharge is given at or before noon and at 6 a.m. next working day if notice given 29
after noon unless worked sooner whereupon lay days to begin. 30
Notice of readiness at discharging port(s) to be given during office hours to 31
..... 32
Time lost in waiting for berth to count as lay days. 33

	Notice of readiness at discharging port(s) to be given during office hours to	31
	32
	Time lost in waiting for berth to count as lay days.	33
	Lay days for loading and discharging to be non-reversible.	34
	Rotation of loading and discharging ports to be at Owners' option.	35
Demurrage and Despatch Money	4. Demurrage to be paid to Owners at the rate of US \$ per day of 24 running hours or pro rata for any part thereof, payable day by day, for all time used in excess of lay days at loading or discharging port(s). Despatch Money to be paid to Charterers at the rate of US \$ per day of 24 running hours or pro rata for any part thereof for lay days saved at loading or discharging port(s).	36 37 38 39
	Demurrage and/or Despatch Money at loading port(s) to be settled in	40
 and at discharging port(s) to be settled in	41
	42
Free In and Out	5. Charterers to load, stow and discharge the cargo free of risks and expenses to Owners. Charterers to have the liberty of working all available hatches. The vessel to provide motive power, winches, gins and falls at all times and, if required, to supply light for night work on board free of expenses to Charterers.	43 44 45
Overtime	6. Overtime for loading and discharging to be for account of the party ordering the same. If overtime be ordered by Port Authorities or any other Governmental Agencies, Charterers to pay extra expenses incurred. Officers' and crew's overtime always to be paid by Owners.	46 47
Deck Cargo	7. Owners to have the option to load cargo on deck at Charterers' risk within the limit of the vessel's seaworthiness, in which case Owners not to be responsible for wash away and/or any other damage to on-deck cargo.	48 49
Days on Demurrage	8. days of 24 running hours on demurrage for loading to be allowed Charterers at loading port(s). Should Charterers be unable to load within the above period, the vessel to have liberty to sail with the cargo then on board, Charterers paying the dead-freight and demurrage incurred.	50 51 52
Commencement of Lay Days, Cancelling	9. Lay days are not to commence before Should the vessel not be ready to load (whether in berth or not) at or before noon of, Charterers shall have the option of cancelling this Charter, such option to be declared, if demanded, at least 48 hours before the vessel's expected arrival at port of loading.	53 54 55
Owners' Responsibility and Exemption	10. Owners shall, before and at the beginning of the voyage, exercise due diligence to make the vessel seaworthy and properly manned, equipped and supplied and to make the holds and all other parts of the vessel in which cargo is carried fit and safe for its reception, carriage and preservation. Owners shall properly and carefully handle, carry, keep and care for the cargo. Owners shall not be liable for loss of or damage to the cargo arising or resulting from: unseaworthiness, unless caused by want of due diligence on the part of Owners to make the vessel seaworthy, and to secure that the vessel is properly manned, equipped and supplied, and to make the holds and all other parts of the vessel in which cargo is carried fit and safe for its reception, carriage and preservation. Owners shall not be responsible for loss of or damage to the cargo arising or resulting from: act, neglect or default of the master, mariner, pilot, or the servants of Owners in the navigation or in the management of the vessel; fire, unless caused by the actual fault or privity of Owners; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies; arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of Charterers or of the shippers or owners of the cargo, their agents or representatives; strikes or lock-outs or stoppage or restraint of labor from whatever cause, whether partial or general (provided that nothing herein contained shall be construed to relieve Owners from responsibility for their own acts); riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the cargo; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; any other cause arising without the actual fault or privity of Owners or without the fault of the agents or servants of Owners.	56 57 58 59 60 61 62 63 64 65 66 67 68 69
Responsibility for Cargo Stevedore Damage	11. Owners shall not be responsible for split, chafing and/or damage unless caused by the negligence or default of master or crew. 12. 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. Such loss or damage, as far as apparent, to be reported by the Master to Charterers, their Agents or their stevedores within 24 hours after occurrence.	70 71 72 73 74
Deviation	13. The vessel has liberty to call at any port or ports en route, to sail without pilots, to tow and/or assist vessels in all situations, and to deviate for the purpose of saving life and/or property or for bunkering purposes or to make any reasonable deviation.	75 76
Owners' Lien	14. Owners shall have a lien on the cargo for all freight, dead-freight, demurrage, damages for detention, average and all and every other sum of money which may become due to Owners under this Charter. Charterers shall remain responsible for above sum only to such extent as Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	77 78 79
Measurement	15. Cargo to be measured by official measurers or sworn measurers according to Breton Scale/Hoppus Scale before loading.	80
Bills of Lading	16. The Captain to sign Bills of Lading at such rate of freight as presented without prejudice to this Charterparty but should the freight be Bill-	81

	at both ends	72
	Such loss or damage, as far as apparent, to be reported by the Master to Charterers, their Agents or their stevedores within 24 hours after occurrence.	73
Deviation	13. The vessel has liberty to call at any port or ports en route, to sail without pilots, to tow and/or assist vessels in all situations, and to deviate for the purpose of saving life and/or property or for bunkering purposes or to make any reasonable deviation.	75
Owners' Lien	14. Owners shall have a lien on the cargo for all freight, dead-freight, demurrage, damages for detention, average and all and every other sum of money which may become due to Owners under this Charter. Charterers shall remain responsible for above sum only to such extent as Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	77
Measurement	15. Cargo to be measured by official measurers or sworn measurers according to Brereton Scale/Hoppus Scale before loading.	80
Bills of Lading	16. The Captain to sign Bills of Lading at such rate of freight as presented without prejudice to this Charterparty, but should the freight by Bills of Lading amount to less than the total chartered freight, the difference to be paid to Owners in cash on signing Bills of Lading.	81
General Average	17. General average to be settled according to York-Antwerp Rules, 1950, in Tokyo.	83
Agency	18. In every case Owners shall appoint their Agents both at loading and discharging port(s).	84
Strike Clause	19. Neither Charterers nor Owners are responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment of any obligations under this Charter.	85
	If there is a strike or lock-out affecting the loading of the cargo or any part of it at the time when the vessel must start on or during her voyage to the port(s) of loading, Charterers or Owners shall have the option of cancelling this Charter. If such strike or lock-out is going on at or occurs after the vessel's arrival at port(s) of loading, Charterers have the right either to keep the vessel waiting paying full demurrage or to cancel this Charter. Such cancellation to take place within 24 hours after the vessel's arrival or 24 hours after the subsequent occurrence of such strike or lock-out. If part of the cargo has then already been loaded, Owners must proceed with same if requested by Charterers, having liberty to complete with other cargo at the same loading port or any other nearby port(s) for the same destination or any other nearby port(s) for their account.	86
	If there is a strike or lock-out affecting the discharge of the cargo at the time of the vessel's arrival at or off the port(s) of discharge, or occurring after the vessel's arrival, Charterers shall have the option of keeping the vessel waiting until such strike or lock-out is at an end against paying half the demurrage for the time the vessel is delayed or, of ordering the vessel to nearby safe port where she can safely discharge her cargo without risk of being detained by strike or lock-out, against paying all extra expenses incurred: such option to be declared within 36 hours after the arrival at or off the port(s) of discharge or the subsequent occurrence of the strike or lock-out. On delivery of the cargo at such port(s), all conditions of this Charterparty and of the Bill of Lading shall apply and the vessel shall receive the same freight as if she had discharged at the original port(s) of destination.	87
General War Clause	20. If the nation under whose flag the vessel sails should be engaged in war and the safe navigation of the vessel should thereby be endangered either party to have the option of cancelling this Charter, and if so cancelled, cargo already shipped shall be discharged either at the port(s) of loading or at the nearest safe place at the risk and expense of Charterers.	88
	If owing to outbreak of hostilities the cargo loaded or to be loaded under this Charter or part thereof become contraband of war whether absolute or conditional or liable to confiscation or detention according to international law or the proclamation of any of the belligerent powers, each party to have the option of cancelling this Charter as far as such cargo is concerned, and contraband cargo already loaded to be then discharged either at the port(s) of loading or at the nearest safe place at the expense of Charterers. Owners to have the right to fill up with other goods instead of the contraband.	89
	Should any port(s) where the vessel has to load under this Charter be blockaded, the Charter to be null and void with regard to the goods to be shipped at such port(s).	90
	No Bills of Lading to be signed for any blockaded port(s), and if the port(s) of destination be declared blockaded after Bills of Lading have been signed, Owners shall discharge the cargo either at the port(s) of loading, against payment of the expenses of discharge if the ship has not sailed thence or, if sailed, at any safe port(s) on the way as ordered by Charterers or if no order is given at the nearest safe place against payment of full freight.	91
Both-to-Blame Collision Clause	21. If the vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of Owners in the navigation or in the management of the vessel, the owners of the cargo carried hereunder will indemnify Owners against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said cargo and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying vessel or Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.	92
Indemnity	22. Indemnity for non-performance of this Charter shall be proved damages.	93
Sublet	23. Charterers shall have the option of subletting whole or part of the vessel, they remaining responsible for due fulfilment of this Charter.	94
Arbitration	24. Any dispute arising from this Charter 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 Japan Shipping Exchange, Inc., and the award given by the arbitrators shall be final and binding on both parties.	95
	This Charter Party has been signed by both parties and shall be in the custody of Owners.	96
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FIXTURE NOTE (NANYOZAI)

The Documentary Committee of
The Japan Shipping Exchange, Inc.

Issued 4/4/1967

Revenue	Revenue
Stamp	Stamp

Place and Date:

The fixture of charter is this day mutually confirmed

between

Owners/Chartered Owners

and

Charterers

on the following terms and conditions.

- (1) Description of Vessel: flag _____ s.s./m.v. _____
built _____ tons ^{gross} register and carrying
about _____ tons of deadweight cargo, classed _____
^{nett}
- (2) Position of Vessel: now _____ and expected ready to load under
this charter about _____
- (3) Description and Quantity of Cargo: _____ M³/BMF
a full and complete/part cargo of Logs _____
% more or less at Owners' option.
- (4) Loading Port(s): _____
- (5) Discharging Port(s): _____
- (6) Freight Rate: _____
- (7) Payment of Freight: prepaid on B/L quantity in _____ in cash in US Dollar or Yen
at the exchange rate of _____
- (8) Lay days Commencement: _____
- (9) Cancelling Date: _____
- (10) Lay days _____
for loading: _____ M³/BMF per WWD of 24 consecutive hours, SHEX unless used.
for discharging: _____ M³/BMF per WWD of 24 consecutive hours, SHEX unless used.
- (11) To whom Notice of Readiness to be given _____

(3) Description and Quantity of Cargo:

a full and complete/part cargo of Logs

M³/BMF

% more or less at Owners' option.

(4) Loading Port(s):

(5) Discharging Port(s):

(6) Freight Rate:

(7) Payment of Freight: prepaid on B/L quantity in

in cash in US Dollar or Yen

at the exchange rate of

(8) Lay days Commencement:

(9) Cancelling Date:

(10) Lay days

for loading:

M³/BMF per WWD of 24 consecutive hours, SHEX unless used.

for discharging:

M³/BMF per WWD of 24 consecutive hours, SHEX unless used.

(11) To whom Notice of Readiness to be given

at loading Port:

(Cable Address

)

at discharging Port:

(Cable Address

)

(12) Days on Demurrage:

days of 24 running hours.

(13) Demurrage Rate: US \$

per day of 24 running hours.

(14) Despatch Money Rate: US \$

per day of 24 running hours.

(15) Place of Settlement, and Currency, of Demurrage and/or Despatch Money

for loading:

for discharging:

(16) Other Terms and Conditions including Arbitration Clause (clause 24) as per NANYOZAI CHARTER PARTY 1967.

(17) Remarks:

This Fixture Note has been signed by both parties and shall be in the custody of Owners.

Owners:

Charterers: