

10, 1971

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

No. 6 of 1969

ON APPEAL FROM
THE FEDERAL COURT OF MALAYSIA
HOLDEN AT SINGAPORE
(Appellate Jurisdiction)

B E T W E E N :

1. CHAN CHENG KUM
2. HUA SIANG STEAMSHIP CO. LTD. Appellants
(Defendants)

- and -

1. WAH TAT BANK LIMITED
2. OVERSEA-CHINESE BANKING
CORPORATION LIMITED Respondents
(Plaintiffs)

RECORD OF PROCEEDINGS

VOLUME III

(Pages 694 to 778)

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES
- 7 APR 1972
25 RUSSELL SQUARE
LONDON, W.C.1.

LINKLATERS & PAINES,
Barrington House,
59-67 Gresham Street,
London, E.C.4.
Solicitors for the
Appellants.

COWARD, CHANCE & CO.,
St. Swithins' House,
Walbrook,
London, E.C.4.
Solicitors for the
Respondents.

(ii)

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DOCUMENTS NOT TRANSMITTED TO THE PRIVY COUNCIL
AND, THEREFORE, NOT INCLUDED IN THE RECORD

Exhibit No.	Description of Document
P.6.	Bundle of Five Insurance Policies of the Commercial Union Assurance Co. Ltd. There are no Exhibits numbered P.14. and P.15.
T.P.10.	Chinese Characters for Bill of Lading and Mates Receipt.
T.P.13.	Chinese Characters for Bill of Lading and Mates Receipt.

DOCUMENTS TRANSMITTED TO THE PRIVY COUNCIL
BUT NOT REPRODUCED

Exhibit No.	Description of Document	Date
Part of Exhibit D.3.	Proposal Form Marine Insurance No. S 61/29	14th June 1961
	Proposal form Marine Insurance No. S 61/30	21st June 1961
	Proposal form Marine Insurance No. S 61/31	29th June 1961
	Proposal form Marine Insurance No. S 61/32	30th June 1961
Part of Exhibit D.7.	3 Inward Manifests of M.V. "Hua Li"	24th May 1958
	Summary of Cargo of M.V. "Hua Li"	24th May 1958
	Inward Manifest of M.V. "Hua Heng"	2nd June 1958
	List of cargo loaded on board "Hua Heng" from Rejang River Ports for Singapore	16th May 1958

Exhibit No.	Description of Document	Date
D.8.	Letter Hong Kong & Shanghai Banking Corporation to Hua Siang Steamship Co. Ltd.	17th January 1961
	Letter Hua Siang Steamship Co. Ltd. to Hong Kong & Shanghai Banking Corporation	8th February 1961
	Letter Hong Kong & Shanghai Banking Corporation to Hua Siang Steamship Co. Ltd.	8th February 1961
Part of Exhibit D.11. & D.11A.	Conditions on Bills of Lading	
D.12.	Blank Port Clearance Form	Undated
D.13.	Minutes of Directors' Meeting of Hua Siang Steamship Co. Ltd.	31st December 1960
	Resolution of Board of Directors of Hua Siang Steamship Co. Ltd.	1st January 1961
	Resolution of Board of Directors of Hua Siang Steamship Co. Ltd.	1st July 1961
	Minutes of Directors' Meeting of Hua Siang Steamship Co. Ltd.	5th November 1961
	Minutes of the First Annual General Meeting of Hua Siang Steamship Co. Ltd.	27th November 1961
D.14.	Summary of Accounting Procedure of Hua Siang Steamship Co. Ltd.	Undated
Parts of Exhibit T.P.12.	34 Trust Receipts of Overseas-Chinese Banking Corporation	20th June 1961 20th June 1961 2nd June 1961 2nd June 1961 26th May 1961 26th May 1961 18th May 1961 18th May 1961 12th May 1961 12th May 1961 6th May 1961 6th May 1961

Exhibit No.	Description of Document	Date
Parts of Exhibit T.P.12. (contd.)		27th April 1961
		27th April 1961
		22nd April 1961
		22nd April 1961
		18th April 1961
		18th April 1961
		10th April 1961
		10th April 1961
		28th March 1961
		28th March 1961
		14th March 1961
		14th March 1961
		25th February 1961
		25th February 1961
		10th February 1961
		10th February 1961
		26th January 1961
		26th January 1961
		6th January 1961
		6th January 1961
	30th December 1960	
	30th December 1960	
T.P.12.	44 Bills of Exchange	7th December 1960
	of Tiang Seng Chan	7th December 1960
	(Singapore) Ltd.	7th December 1960
	\$30,000	2nd May 1961
	\$10,000	2nd May 1961
	\$10,000	10th May 1961
	\$50,000	10th May 1961
	\$30,000	22nd April 1961
	\$30,000	22nd April 1961
	\$20,000	22nd April 1961
	\$30,000	14th April 1961
	\$10,000	14th April 1961
	\$10,000	14th April 1961
	\$10,000	14th April 1961
	\$20,000	15th April 1961
	\$30,000	7th April 1961
	\$30,000	7th April 1961
	\$10,000	8th April 1961
	\$10,000	8th April 1961
	\$35,000	30th March 1961
	\$35,000	30th March 1961
	\$40,000	16th March 1961
	\$40,000	16th March 1961
	\$30,000	8th March 1961

(x)

Exhibit No.	Description of Document	Date
T.P.12. (contd.)	\$20,000	8th March 1961
	\$10,000	8th March 1961
	/ \$15,000	8th March 1961
	\$ 5,000	8th March 1961
	\$30,000	1st March 1961
	\$30,000	1st March 1961
	\$10,000	1st March 1961
	\$30,000	11th February 1961
	\$30,000	11th February 1961
	\$20,000	11th February 1961
	\$40,000	8th February 1961
	\$40,000	8th February 1961
	\$40,000	28th December 1960
	\$30,000	28th December 1960
	\$10,000	28th December 1960
	\$30,000	13th December 1960
	\$30,000	13th December 1960
	\$20,000	13th December 1960
	\$40,000	27th January 1961
	\$40,000	27th January 1961
	Order of Federal Court granting conditional leave to the Respondents to appeal to the Judicial Committee	5th October 1957

BR 54945

B/L 9

Defendants'
(Appellants')
Exhibits

D 11

BR 84

THE CHARTERED BANK

(Incorporated in England by Royal Charter 1853)

Singapore 12th August, 1960.

S T O P N O T I C E

HUA SIANG STEAMSHIP CO.

Rec'd 15th August, 1960

Exhibit
D.11 & D.11A(1)

Stop Notice
The Chartered
Bank to Agents
of C.F. Sharp
& Co. (M.) Ltd.

12th August
1960

To The Agents of

C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

Dear Sirs,

We beg to inform you that this Bank holds the
Shipping Documents for the following Goods per
s/s "Hanoi"

L. K.

7075/1369

1 Case Mixed Cotton
Tissues.

Ltd.

(Screen Printed Fur-
nishing Fabrics)

Singapore

Made in Switzerland
under Hypothecation, against Bills of Exchange not
yet due; we shall be obliged if you will note that
the Goods should not be delivered out of your
possession without the authority of this Bank.

Yours faithfully,

(Signed Illegible)

Accountant.

To advise them the date
of ETA of Steamer.

N. B. - Please sign and return the attached
printed Form.

Defendants' (Appellants') Exhibits

Exhibit D.11 & D.11A (2)

Bill of Lading of Polskie Linie Oceaniczne

22nd July 1960

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
 P O L I S H O C E A N L I N E S
 Telegrams: P O L O C E A N
 B D Y N I A

ul. 10-go Lutego 24

S O U T H - E A S T A S I A S E R V I C E

S H I P P E D on board in apparent good order and condition by Messrs. JACKY MAEDER & CO., ZURICH. in and upon the STEAM/MOTOR-SHIP called the HANOI whereof master for the present voyage is _____ or whoever may go as master of the said ship 10

PARTICULARS FURNISHED BY SHIPPERS

MARKS AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT	VALUE
-------------------	----------	---	--------------	-------

LK
 7075/1369
 LTD
 SINGAPORE

MADE IN SWITZERLAND

1 case Mixed Cotton Tissues (Screen Printed furnishing fabrics) 184 Kos.

20

FREIGHT PAID IN TRANSIT FROM ABROAD

30

HIGH COURT SINGAPORE

EXHIBIT D 11A

IN S 1284/61 (Signed Illegible)

Date 21/4/64 Registrar

Notify: Messrs. Lehmann Kan Ltd., P.O. Box 227, SINGAPORE/MALAYA

Measurement, weight, contents, quality and value unknown Clause for Rangoon, Taku Bar and Whampoa: Cargo is to be discharged at Rangoon, Taku Bar and/or Whampoa into lighters to 40

Freight
Charges O R I G I N A L
Collecting charges
Payable at ROTTERDAM
Total:

Freight to be considered
as earned ship and/or
cargo lost or not lost.

N.B. In accepting this
B/L the shipper, owner
and consignee of the
goods expressly accept
and agree to all its
stipulations, conditions,
and exceptions, whether
printed, stamped or
written.

Ship's duly sworn sea
protest relating to cir-
cumstances or facts
which exempt the owners
from or diminish their
liability, shall be, at
owners' option exclusive
and conclusive evidence
of such circumstances
for all parties to this
B/L, no counter-evidence
being admitted in that
case.

The Company or its
agents are requested to
notify at the port of
destination of the arrival
of the goods, but no
responsibility will
attach to the owners or
their agents, through
failure to make such
notification.

be arranged by the ship's
agents or owners at the
expense and risk of the
cargo. All expenses
beyond the ship's tackle
at the port of discharge
are for the cargo.
said to be marked and num-
bered as per margin and
also to be specially marked
upon each package by the
shippers before shipment,
with the name of the port
of destination, in letters
not less than two inches
long in default of which
the ship not to be liable
for incorrect delivery and
to be delivered from the
ship's deck, where the
ship's responsibility shall
cease, in the like order
and condition at the port
of SINGAPORE or so near
thereunto as she may safely
get and lie always afloat
at all times of tide unto
- O R D E R - or to his or
their assigns, he or they
paying freight and charges
as per margin SUBJECT to
the RULES, terms and provi-
sions contained in this B/L.

IN WITNESS whereof
signed THREE/3 Bills of
Lading, all of this tenor
and date, one of which
being accomplished the
others to stand void.

DATED at Rotterdam
22nd JULY, 1960
Stamped - N.V.Hoderlands
Transport Bureau
For the Master
AS AGENTS

Messrs.Polish Ocean Lines
Gdynia (Signed Illegible)
NEITHER ERASURES NOR
ALTERATIONS ALLOWED IN THE B/L.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (2)

Bill of Lading
of Polskie
Linie
Oceaniczne

22nd July 1960

(continued)

(Conditions endorsed on this Bill of Lading have
been omitted)

Defendants'
(Appellants')
Exhibits

8467
H A B

BL/12
BR 84

Exhibit
D.11 & D.11A(3)

THE CHARTERED BANK
(Incorporated in England by Royal Charter 1853.)
Singapore 18th August, 1960.

Stop Notice
The Chartered
Bank to the
Agents of C.F.
Sharp & Co.
(M) Ltd.

S T O P N O T I C E

18th August
1960

To the Agents of

C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

10

Dear Sirs,

We beg to inform you that this Bank holds the
Shipping Documents for the following Goods per
s/s "HANOI"

L. Y.
SGD/LGW 30 pieces.
4 Co. Tyres.

Singapore
Made in Western Germany
No. 1-30

20

under Hypothecation, against Bills of Exchange
not yet due; we shall be obliged if you will
note that the Goods should not be delivered out of
your possession without the authority of this Bank.

Yours faithfully,

HUA SIANG STEAMSHIP CO.

Rec'd 19th August, 1960.

HIGH COURT
SINGAPORE
EXHIBIT D 11

30

IN S 1284/61

(Signed Illegible)

Date 20.4.64

Registrar

(Signed Illegible)

Accountant

N.B. Please sign and return the attached printed
Form.

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES PRINTED
OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S
Telegrams: P O L O C E A N

G Y D N I A

ul. 10-go Lutego 24

S O U T H - E A S T A S I A S E R V I C E

10 S H I P P E D on board in apparent good order and
condition from the port of H A M B U R G by

Nehoca G.m.b.H.

in and upon the STEAM/MOTOR-SHIP called the
"H A N O I" whereof master for the present voyage
is _____ or whoever may go as master
of the said ship

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (4)

Bill of lading
of Polskie
Linie Oceaniczne

19th July 1960

PARTICULARS FURNISHED BY SHIPPERS

MARKS AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT Kilos	VALUE
-------------------------	----------	--	-----------------------	-------

20

L. Y.
SGD/LGW 30 pieces
4

CO.

TYRES

SINGAPORE

MADE IN

gr.w.

WESTERN

1.100 - kos.

GERMANY

No. 1-30

30

Freight payable
at Hamburg:

Please Notify : Lian Yew & Co., 4, Bukit Timah
Road, Singapore

Clause for Haiphong:

If on arrival the tide
shall prevent the vessel
from safely reaching the
Haiphongberth the Owners
shall have option to discharge
and/or load on Haiphong Roads
into and/or ex lighters at
the risk and expense of the cargo.

40

Clause for Rangoon, Taku BAR/
Hsinkang and Whampoa:

Cargo is to be discharged

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (4)

Bill of lading
of Polskie
Linie
Oceaniczne

19th July 1960
(continued)

Measurement, weight,
contents, quality and
value unknown.

at Rangoon, Taku Bar/
Hsinkang and/or Whampoa into
lighters to be arranged by
the ship's agents or owners
at the expense and risk of
the cargo. All expenses
beyond the ship's tackle at
the port of discharge are
for the cargo.

Freight
FREIGHT PREPAID
Reinhold Bange
Charges O R I G I N A L
Collecting charges
Total:

Payable at Hamburg
Freight to be considered
as earned ship and/or
cargo lost or not lost.

N.B. In accepting
this B/L the shipper,
owner and consignee of
the goods expressly
accept and agree to all
its stipulations, condi-
tions, and exceptions,
whether printed, stamped
or written.

Ship's duly sworn sea
protest relating to cir-
cumstances or facts which
exempt the owners from or
diminish their liability,
shall be, at owners'
option exclusive and con-
clusive evidence of such
circumstances for all
parties to this B/L, no
counter-evidence being
admitted in that case.

The Company or its
agents are requested to
notify at the port of
destination of the
arrival of the goods, but
no responsibility will
attach to the owners or
their agents, through
failure to make such
notification.

(Conditions endorsed on this Bill of Lading have
been omitted)

said to be marked and numb-
ered as per margin and also
to be specially marked upon
each package by the ship-
pers before shipment, with
the name of the port of
destination, in letters
not less than two inches
long in default of which
the ship not to be liable
for incorrect delivery and
to be delivered from the
ship's deck, where the
ship's responsibility shall
cease, in the like order
and condition at the port
of SINGAPORE or so near
thereunto as she may
safely get and lie always
afloat at all times of
tide unto - O R D E R - or
to his or their assigns,
he or they paying freight
and charges as per margin
SUBJECT to the RULES,
terms and provisions con-
tained in this B/L.

IN WITNESS whereof
signed 3/THREE Bills of
Lading, all of this tenor
and date, one of which
being accomplished the
others to stand void.

DATED at Hamburg
JUL 19 1960.

For the Master
REINHOLD BANGE

NEITHER ERASURES NOR
ALTERATIONS ALLOWED IN
THE B/L.

10

20

30

40

50

700.

THE CHARTERED BANK
(INCORPORATED IN ENGLAND BY ROYAL CHARTER 1853)

BATTERY ROAD,
POST BOX 1901,
SINGAPORE, 1.

IN REPLY PLEASE QUOTE

No. R. 933

26th August, 1960.

Defendants'
(Appellants')
Exhibits

Exhibit
D.11 & D.11A(5)

Letter The
Chartered Bank
to Hua Siang
Steamship Co.

26th August
1960

10 Messrs. Hua Siang Steamship Co.,
16 Winchester House,
Inward Freight Department,
Singapore.

Dear Sirs,

Our BRC. 8105 shipment of 300
jutebags Sodium Nitrate techn.
on the vessel s.s. "Hanoi"
consignee Lim Teck Lee Ltd.

20 With reference to the above shipment and our
Stop Notice of 19th August, we advise that, as the
bill has been paid, you may now treat our Stop
Notice as cancelled.

Yours faithfully,

(Signed Illegible).

Manager.

HUA SIANG STEAMSHIP CO.

Rec'd 27th Aug. 1960.

AC.

Defendants'
(Appellants')
Exhibits

8105
Misc.

B/L 14
BR 84

Exhibit D.11
& D.11A(6)

THE CHARTERED BANK
(Incorporated in England by Royal Charter 1853)
Singapore 18th August, 1960.

Stop Notice
The Chartered
Bank to
Agents of
C.F.Sharp &
Co. (M) Ltd.
18th August
1960

S T O P N O T I C E

HIGH COURT
SINGAPORE

EXHIBIT D 11

IN S 1284/61

10

(Signed Illegible)

Date 20.4.64

Registrar

To The Agents of

C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

Dear Sirs,

We beg to inform you that this Bank holds
the Shipping Documents for the following Goods
per s/s "HANOI".

20

Singapore

L.T.L.

300 jutebags

Sodium Nitrate
techn.

340

1/300

under Hypothecation, against Bills of Exchange
not yet due; we shall be obliged if you will
note that the Goods should not be delivered out of
your possession without the authority of this Bank.

Yours faithfully,

30

HUA SIANG STEAMSHIP CO.

Rec'd 19th August, 1960.

1425 ms. 26/8 Mr. Tod Confirms

Bills Already Paid

(Signed Illegible)

(Signed Illegible)

Accountant.

N.B. Please sign and return the attached printed
Form.

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S
Telegrams: P O L O C E A N
 G D Y N I A
 ul. 10-go Lutego 24

D/O No: A.0049
(Signed Illegible)
26.8.60

S O U T H - E A S T A S I A S E R V I C E

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A(7)

Bill of Lading
of Polskie
Linie
Oceaniczne

18th July 1960

10 SHIPPED on board in apparent good order and condition
from the port of HAMBURG by
Reinhold Bange, Hamburg in and upon the STEAM/MOTOR-
SHIP called the H A N O I whereof master for the
present voyage is _____ or whoever may go
as master of the said ship

PARTICULARS FURNISHED BY SHIPPERS

Marks AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT Kilos	Value
20 SINGAPORE L.T.L. 340 1/300	300	jutebags techn. Sodium Nitrate	30.330, - kos	

54.273 ms

Freight Prepaid

Clause for Haiphong:

If on arrival the tide shall prevent the vessel from safely reaching the Haiphongberth the Owners shall have option to discharge and/or load on Haiphong Roads into and/or ex lighters at the risk and expense of the cargo.

Clause for Rangoon Taku Bar/Hsinkang and Whampoa:

Cargo is to be discharged at Rangoon, Taku Bar/Hsinkang and/or Whampoa into lighters to be arranged by the ship's agents or owners at the expense and risk of

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Defendants' (Appellants') Exhibits

Exhibit D.11 & D.11A(7)

Bill of Lading of Polskie Linie Oceaniczne

18th July 1960 (continued)

Measurement, weight, contents, quality and value unknown,

Freight Hamburg Charges ORIGINAL Collecting charges Total: Payable at Hamburg

Freight to be considered as earned ship and/or cargo lost or not lost.

N.B. In accepting this B/L the shipper, owner and consignee of the goods to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of SINGAPORE or so near thereunto as she may safely get and lie always afloat at all times of tide unto Lim Teck Lee Co.Ltd., Singapore, Malaya, P.O. Box 328 or to his or their assigns, he or they paying freight and charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

Ship's duly sworn sea protest relating to circumstances or facts which exempt the owners from or diminish their liability, shall be, at owners' option exclusive and conclusive evidence of such circumstances for all parties to this B/L, no counter-evidence being admitted in that case.

The Company or its agents are requested to notify at the port of destination of the arrival of the goods, but no responsibility will attach to the owners or their agents, through failure to make such notification.

the cargo. All expenses beyond the ship's tackle at the port of discharge are for the cargo.

said to be marked and numbered as per margin and also to be specially marked upon each package by the shippers before shipment, with the name of the port of destination, in letters not less than two inches long in default of which the ship not to be liable for incorrect delivery and to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of SINGAPORE or so near thereunto as she may safely get and lie always afloat at all times of tide unto Lim Teck Lee Co.Ltd., Singapore, Malaya, P.O. Box 328 or to his or their assigns, he or they paying freight and charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

IN WITNESS whereof signed 3/THREE Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.

DATED at Hamburg JUL 18 1960 REINHOLD BANGE Stamped - Reinhold Bange Shipbroker HAMBURG For the Master

NEITHER ERASURES NOR ALTERATIONS ALLOWED IN THE B/L.

(Conditions endorsed on this Bill of Lading have been omitted)

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B/L 17
BR 84

Defendants'
(Appellants')
Exhibits

THE CHARTERED BANK
(Incorporated in England by Royal Charter 1853)
Singapore 17th September, 1960.

Exhibit D.11
& D.11A (8)

S T O P N O T I C E

Stop Notice
The Chartered
Bank to Agents
of C.F.Sharp
& Co.(M) Ltd.

HUA SIANG STEAMSHIP CO.
Rec'd 19th Sep., 1960

17th
September
1960

10 To The Agents of
C. F. Sharp & Co. (M) Ltd.,
1 Robinson Road,
Singapore.

Hua Siang

Dear Sirs,

We beg to inform you that this Bank holds
the Shipping Documents for the following Goods per
s/s "STEFAN OKRZEJA"

20 W.10557
MADE IN DENMARK 24 bales Box board
SINGAPORE
No.11-34

under Hypothecation, against Bills of Exchange
not yet due; we shall be obliged if you will
note that the Goods should not be delivered out of
your possession without the authority of this Bank.

Yours faithfully,
(Signed Illegible)
Accountant.

30 HIGH COURT
SINGAPORE
EXHIBIT D 11
IN S 1284/61

(Signed Illegible)

Date 20.4.64 Registrar

N.B. - Please sign and return the attached
printed form.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (9)

Bill of Lading
of Polskie
Linie
Oceaniczne

20th August
1960

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S
Telegrams: P O L O C E A N
 G D Y N I A

D/O No. A.0147

Dated 8/10/60

16882

ul. 10-go Lutego 24

S O U T H - E A S T A S I A S E R V I C E

S H I P P E D on board in apparent good order and
condition from the port of HAMBURG by
REINHOLD BANGE, HAMBURG.

in and upon the STEAM/MOTOR-SHIP called the "STEFAN
OKRZEJA" whereof master for the present voyage is
_____ or whoever may go as master of
the said ship

10

PARTICULARS FURNISHED BY SHIPPERS

MARKS AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT Kilos	VALUE
-------------------------	----------	--	--------------------------	-------

20

W.10557
MADE IN 24 bales BOXBOARD 4953, - kos
DENMARK
SINGAPORE
No. 11-34

GOODS ARE SHIPPED FROM COPENHAGEN
TO HAMBURG BY M/S "BUNGSBERG"
ON 10/8/1960

30

F R E I G H T P R E P A I D

HIGH COURT
SINGAPORE

Notify: Messrs. Peninsular Merchants,
90 Robinson Road, Singapore

EXHIBIT D 11

IN S 1284/61

(Signed Illegible)

Date 21.4.64 Registrar

Clause for Haiphong:

If on arrival the tide
shall prevent the vessel
from safely reaching the
Haiphong berth the Owners

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1035/58

shall have option to discharge and/or load on Haiphong Roads into and/or ex lighters at the risk and expense of the cargo.

Clause for Rangoon, Taku Bar/Hsinkang and Whampoa:

Cargo is to be discharged at Rangoon, Taku Bar/Hsinkang and/or Whampoa into lighters to be arranged by the ship's agents or owners at the expense and risk of the cargo. All expenses beyond the ship's tackle at the port of discharge are for the cargo.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (9)

Bill of Lading
of Polskie
Linie
Oceaniczne

20th August
1960.

(continued)

10

Measurement, weight, contents, quality and value unknown.

20

Freight
Charges O R I G I N A L
Collecting charges
Total:

Payable at Hamburg
Freight to be considered as earned ship and/or cargo lost or not lost.

30

N.B. In accepting this B/L the shipper, owner and consignee of the goods expressly accept and agree to all its stipulations, conditions, and exceptions, whether printed, stamped or written.

40

Ship's duly sworn sea protest relating to circumstances or facts which exempt the owners from or diminish their liability, shall be, at owners' option exclusive and conclusive evidence of such circumstances for all parties to this B/L, no counter-evidence being admitted in that case.

50

The Company or its agents are requested to notify at the port of destination of the arrival of the goods, but no responsibility will attach to the owners or their agents, through failure to make such notification.

(Conditions endorsed on this Bill of Lading have been omitted)

said to be marked and numbered as per margin and also to be specially marked upon each package by the shippers before shipment, with the name of the Port of destination, in letters not less than two inches long in default of which the ship not to be liable for incorrect delivery and to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of SINGAPORE or so near thereunto as she may safely get and lie always afloat at all times of tide unto -
O R D E R - or to his or their assigns, he or they paying freight and charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

IN WITNESS whereof signed
2/TWO Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.
DATED at HAMBURG 20th August 1960
For the Master REINHOLD BANGE.
NEITHER ERASURES NOR ALTERATIONS
ALLOWED IN THIS B/L.

Defendants'
(Appellants')
Exhibits

Misc. 9550

B/L No. 7
BR 84

Exhibit D.11
& D.11A (10)

THE CHARTERED BANK
(Incorporated in England by Royal Charter 1953)

Singapore 22nd September, 1960

Stop Notice
The Chartered
Bank to
Agents of C.F.
Sharp & Co.
(M) Ltd.

E. G.

S T O P N O T I C E

To the Agents of
C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

10

22nd
September
1960

Dear Sirs,

We beg to inform you that this Bank holds
the Shipping Documents for the following Goods
per s/s "STEFAN OKRZEJA"

/red at each end

On 10% SEA 1740 84 pieces CHANNELS AND
SINGAPORE BEAMS in

Thomas Commercial
Quality

20

under Hypothecation, against Bills of Exchange
not yet due; we shall be obliged if you will note
that the Goods should not be delivered out of your
possession without the authority of this Bank.

Yours faithfully,

HIGH COURT
SINGAPORE

(Signed Illegible)

EXHIBIT D 11

IN S 1284/61

30

(Signed Illegible)

Date Illegible Registrar

Accountant.

N.B. - Please sign and return the attached
printed form.

7326 A

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S

Telegrams: P O L O C E A N 634
 G Y D N I A D/O No. A 0172

Dated 10/X/60

ul. 10-go Lutego 24

Defendants'
(Appellants')
Exhibits

Exhibit D.11A
Bill of Lading
Polskie
Linie
Oceaniczne
27th August
1960

10 F A R E A S T S E R V I C E

General Booking & Chartering Agent for Red Sea and
Indian Ocean Traffic:

Polfracht, Gdynia, - "POLFRACHT"

G E N E R A L A G E N T S

India & Pakistan:
Polish Ocean Lines,
Bombay Branch, Bombay
- "POLLINES"

China:
Chinese - Polish
Shipbrokers Co. Ltd.
Tientsin - "CHIPOLBROK"

A G E N T S

- 20 Gdynia:
 Chinese - Polish Ship-
 brokers Co. Ltd.
 Gdynia Branch,
 Gdynia - "CHIPOLBROK"
- Port Sudan:
 Mitchell Cotts & Co.Ltd.
 - "MITCOTTS"
- Karachi:
 The Pak Ocean Shipping
 Co. Ltd. - "TRIDENT"
- Hamburg:
 REINHOLD BANGE,
 Shipbrokers -
 "BANGEBROKER"
- Bombay:
 Polish Ocean Lines,
 Bombay Branch -
 "POLLINES"
- 30 Rotterdam:
 N. V. Nederlands
 Transport Bureau -
 "NETRABUR"
- Colombo:
 The Ceylon Ocean Lines
 Ltd. "CEYLONLINE"
- Antwerp:
 "Sogemar" S.A. -
 "SOGEMARIT"
- Port Said:
 Egyptian Scandinavian
 Maritime Co. Ltd. -
 "ESMAC"
- 40

S H I P P E D on board in apparent good order and

Defendants'
(Appellants')
Exhibits

Exhibit D.11A

Bill of Lading
Polskie
Linie
Oceaniczne

27th August
1960

(continued)

condition by
SOGEMAR S. A. ANTWERP as agents in and upon the
STEAM/MOTOR-SHIP called the STEFAN OKRZEJA whereof
master for the present voyage is
or whoever may go as master of the said ship

MARKS AND NUMBERS	Number and kind of Packages in in letters figures	Description of Goods or Declared Contents	Grossweight
-------------------------	--	--	-------------

/red at
each end

10

On 10%: SEA 1740 SINGAPORE	84 pieces	CHANNELS AND BEAMS in Thomas Commercial Quality	14.840 ko
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FREIGHT PREPAID

NOTIFY:

HIGH COURT
SINGAPORE
EXHIBIT D.11A

CHUAN SENG U. CO.,
141/143 TYRWRITT ROAD,
SINGAPORE.

20

IN S 1284/61

(Signe Illegible)

Date 21/4/64 Registrar

Measurement, weight,
contents, quality and
value unknown.

Freight

Charges O R I G I N A L

Collecting charges

Freight to be consider-
ed as earned ship and/or
cargo lost or not lost.

Total:

Payable at

said to be marked and
numbered as per margin
and also to be specially
marked upon each package
by the shippers before
shipment, with the name
of the port of destina-
tion, in letters not
less than two inches
long in default of which
the ship not to be
liable for incorrect
delivery and to be
delivered from the

30

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N.B. In accepting this B/L the shipper, owner and consignee of goods expressly accept and agree to all its stipulations, conditions, and exceptions, whether printed, stamped or written.

ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of SINGAPORE or so near thereunto as she may safely get and lie always afloat at all times of tide unto Order of CHARTERED BANK, SINGAPORE, or to his or their assigns, he or they paying freight and charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

Defendants'
(Appellants')
Exhibits

Exhibit D.11A
Bill of Lading
Polskie Linie
Oceaniczne

27th August
1960
(continued)

Ship's duly sworn sea protest relating to circumstances or facts which exempt the owners from or diminish their liability, shall be at owners' option exclusive and conclusive evidence of such circumstances for all parties to this B/L, no counter-evidence being admitted in that case.

IN WITNESS whereof signed 3 (three) Bills of Lading, all of this tenor and date, one of which being accomplished the others to stand void.

The Company or its agents are requested to notify at the port of destination of the arrival of the goods, but no responsibility will attach to the owners or their agents, through failure to make such notification.

DATED at ANTWERP 27th August, 1960.

For the Master.
SOCIETE GENERALE
D'ENTREPRISES MARITIMES
"SOGEMAR" S.A.
AS AGENTS.

NEITHER ERASURES NOR
ALTERATIONS ALLOWED IN
THE B/L.

(Conditions indorsed on this Bill of Lading have been omitted)

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (12)

Stop Notice
The Hongkong
& Shanghai
Banking Cor-
poration to
C.F.Sharp &
Co. (M) Ltd.

(Undated)

THE HONGKONG AND SHANGHAI BANKING CORPORATION
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

P. O. Box No.896
Collyer Quay.

E. G.

Hua Siang

Singapore

HUA SIANG STEAMSHIP CO.
Rec'd 24th Sept., 1960.

Messrs. C. F. Sharp & Co. (M) Ltd.,
Agents
SINGAPORE.

Dear Sirs,

S. S. "STEFAN OKRZEJA" DUE. SINGAPORE

Please note that we hold the Bill of Lading covering the undermentioned merchandise, shipped in the above vessel, and we shall thank you not to deliver it except against the Bill of Lading bearing our endorsement or a Letter of Guarantee signed by us.

Shipping Companies and Agents are reminded of sections 329/37 of the Merchant Shipping Ordinance before disposing of cargo.

For the purpose of insurance we shall be obliged if you will advise us the date of arrival of the shipment and where it has been landed and warehoused.

In the event of any packages being damaged, kindly notify us when the survey will be held.

Yours faithfully,
(Signed Illegible)
Manager.

Nos.	Marks & Numbers	B/L Nos.	Description of Merchandise
Hamburg B/R 96/386	FETCO 339 1-120 SINGAPORE	6	120 3 ply paper-bags with new jute-overbag Sulphur.

HIGH COURT
SINGAPORE

EXHIBIT D 11
IN S.1284/61
Date 24/4/64

(Signed Illegible)
Registrar.

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B/L No.6

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES PRINTED
OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S
Telegrams: P O L O C E A N
G D Y N I A
ul. 10-go Lutego 24

Defendants'
(Appellants')
Exhibits.

Exhibit D.11
& D.11A (13)

Bill of Lading
Polskie Linie
Oceaniczne

20th August
1960

D/O No.A0135
Dated 4/10/60

10

H. & S.L.C.
B. R. 386
HAMBURG

S O U T H - E A S T A S I A S E R V I C E

S H I P P E D on board in apparent good order and
condition from the port of HAMBURG by Nehoca
G.m.b.H. in and upon the STEAM/MOTOR-SHIP called
the "STEFAN OKRZEJA" whereof master for the present
voyage is _____ or whoever may go as
master of the said ship.

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PARTICULARS FURNISHED BY SHIPPERS

MARKS AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT Kilos	VALUE
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FETCO 339 1 - 120 SINGAPORE	120 3ply paperbags with new jute- overbag	SULPHUR	HIGH COURT SINGAPORE EXHIBIT D 11A IN S 1284/61 (Signed Illegible) Registrar Date 21/4/64	
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THE HONGKONG AND SHANGHAI
BANKING CORPORATION

gr.w.6.060.- kos.

Freight payable at Hamburg:

Please Notify: Far Eastern Trading Co., 165 South
Bridge Road, Singapore 1/Malaya.

Clause for Haiphong:

If on arrival the tide

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (13)

Bill of Lading
Polskie Linie
Oceaniczne

20th August
1960

(continued)

shall prevent the vessel from safely reaching the Haiphongberth the Owners shall have option to discharge and/or load on Haiphong Roads into and/or ex lighters at the risk and expense of the cargo.

Clause for Rangoon,
Taku Bar/Hsinkang and
Whampoa:

10

Cargo is to be discharged at Rangoon, Taku Bar/Hsinkang and/or Whampoa into lighters to be arranged by the ship's agents or owners at the expense and risk of the cargo. All expenses beyond the ship's tackle at the port of discharge are for the cargo.

20

Measurement, weight,
contents, quality and
value unknown.

Freight FREIGHT PREPAID

Charges Reinhold Bange

Collecting charges
O R I G I N A L

Total:

Payable at Hamburg

Freight to be considered
as earned ship and/or
cargo lost or not lost.

N.B. In accepting this
B/L the shipper, owner
and consignee of the
goods expressly accept
and agree to all its
stipulations, conditions,
and exceptions, whether

said to be marked and numbered as per margin and also to be specially marked upon each package by the shippers before shipment, with the name of the port of destination, in letters not less than two inches long in default of which the ship not to be liable for incorrect delivery and to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of SINGAPORE or so near thereunto as she may safely get and lie always

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printed, stamped or written.

Ship's duly sworn sea protest relating to circumstances or facts which exempt the owners from or diminish their liability, shall be, at owners' option exclusive and conclusive evidence of such circumstances for all parties to this B/L, no counter-evidence being admitted in that case.

10

The Company or its agents are requested to notify at the port of destination of the arrival of the goods, but no responsibility will attach to the owners or their agents, through failure to make such notification.

20

afloat at all times of tide unto - O R D E R - or to his or their assigns, he or they paying freight and charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

IN WITNESS whereof signed 3/THREE Bills of Lading, all of this tenor and date, one of which being accomplished the others to stand void.

DATED at HAMBURG 20th August, 1960.

For the Master

REINHOLD BANGE

NEITHER ERASURES NOR ALTERATIONS ALLOWED IN THE B/L.

Defendants' (Appellants') Exhibits

Exhibit D.11 & D.11A (13)

Bill of Lading Polskie Linie Oceaniczne

20th August 1960

(continued)

(Conditions indorsed on this Bill of Lading have been omitted)

Defendants'
(Appellants')
Exhibits

HAB 10492 Hua Siang

B/L No.15
BR 84

Exhibit D.11
& D.11A (14)

THE CHARTERED BANK
(Incorporated in England by Royal Charter 1853).

Singapore 7th October, 1960.

Stop Notice
The Chartered
Bank to
Agents of C.F.
Sharp & Co.
(M) Ltd.

S T O P N O T I C E

7th October
1960

To The Agents of
C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

10

Dear Sirs,

We beg to inform you that this Bank holds
the Shipping Documents for the following Goods
per s/s "KAPITAN KOSKO"

L. Y.
SGD/LGW 60 pieces. TYRES

4

Co.

SINGAPORE

MADE IN WESTERN GERMANY

Nos. 1-60

20

under Hypothecation against Bills of Exchange not
yet due; we shall be obliged if you will note
that the Goods should not be delivered out of your
possession without the authority of this Bank.

Yours faithfully,

(Signed Illegible)
Accountant.

HUA SIANG STEAMSHIP CO.
Rec'd 8th October, 1960.

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HIGH COURT
SINGAPORE

EXHIBIT D 11
IN S 1284/61

(Signed Illegible)

Date 20.4.64 Registrar

N.B. - Please sign and return the attached
printed Form.

B/L No.15.

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S

Telegrams: P O L O C E A N D/O No.A0207
G D Y N I A Dated 2/11/60

ul. 10-go Lutego 24

S O U T H - E A S T A S I A S E R V I C E

10 S H I P P E D on board in apparent good order and condition from the port of HAMBURG by Nehoca G.m.b.H. in and upon the STEAM/MOTOR-SHIP called the "KAPITAN KOSKO" whereof master for the present voyage is _____ or whoever may go as master of the said ship

Defendants' (Appellants') Exhibits

Exhibit D.11 & D.11A (15)

Bill of Lading Polskie Linie Oceaniczne

19th September 1960

PARTICULARS FURNISHED BY SHIPPERS

MARKS AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT Kilos	VALUE
L. Y. SGD/LGW 4. CO. SINGAPORE	60 pieces	T Y R E S		
MADE IN WESTERN GERMANY				
Nos: 1-60				
			gr.w. 2,170 - kos.	

THE CHARTERED BANK A.B 08231 HAMBURG

Freight payable at Hamburg:

30 Please Notify: Messrs.Lian Yew & Co., 4, Bukit Timah Road, Singapore

HIGH COURT SINGAPORE EXHIBIT D 11A IN S 1284/61 (Signed Illegible) Date 21/4/64 Registrar

Clause for Haiphong: If on arrival the tide shall prevent the vessel from safely reaching the Haiphongberth the Owners shall have option to discharge and/or load on Haiphong Roads into and/or ex lighters at the risk and expense of the cargo.

Clause for Rangoon, Taku Bar/Hsinkang and Whampoa: Cargo is to be discharged at Rangoon, Taku Bar/Hsinkang and/or Whampoa into lighters to be arranged by the ship's agents or owners at the

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (15)

Bill of Lading
Polskie Linie
Oceaniczne

19th
September
1960

(continued)

Measurement, weight,
contents, quality and
value unknown

Freight O R I G I N A L
FREIGHT PREPAID

Reinhold Bange
Charges

Collecting Charges
Total:

Payable at HAMBURG

Freight to be considered
as earned ship and/or
cargo lost or not lost.

N.B. In accepting this
B/L the shipper, owner
and consignee of the goods
expressly accept and agree
to all its stipulations,
conditions, and exceptions,
whether printed, stamped
or written.

Ship's duly sworn sea
protest relating to circum-
stances or facts which
exempt the owners from or
diminish their liability
shall be, at owners'
option exclusive and
conclusive evidence of such
circumstances for all
parties to this B/L, no
counter-evidence being
admitted in that case.

The Company or its
agents are requested to
notify at the port of
destination of the
arrival of the goods, but
no responsibility will
attach to the owners or
their agents, through
failure to make such
notification.

(Conditions indorsed on this Bill of Lading have
been omitted)

expense and risk of the
cargo. All expenses beyond
the ship's tackle at the
port of discharge are for
the cargo.

said to be marked and
numbered as per margin and
also to be specially marked
upon each package by the
shippers before shipment, 10

with the name of the port
of destination in letters
not less than two inches
long in default of which
the ship not to be liable
for incorrect delivery and
to be delivered from the
ship's deck, where the
ship's responsibility 20

shall cease, in the like
order and condition at
the port of SINGAPORE or
so near thereunto as she
may safely get and lie
always afloat at all
times of tide unto -
O R D E R - or to his or
their assigns, he or they
paying freight and 30
charges as per margin
SUBJECT to the RULES,
terms and provisions
contained in this B/L.

IN WITNESS whereof
signed 3/three Bills of
Lading, all of this tenor
and date, one of which
being accomplished, the 40
others to stand void.

DATED at HAMBURG
SEP. 19.1960.

For the Master
REINHOLD BANGE

NEITHER ERASURES NOR
ALTERATIONS ALLOWED IN
THE B/L.

50

BR 56275

B/L No. 1
BR 84

THE CHARTERED BANK
(Incorporated in England by Royal Charter 1853).
Hua Siang Singapore 11th October, 1960

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (16)

Stop Notice
The Chartered
Bank to Agents
of C.F.Sharp
& Co. (M) Ltd.

11th October
1960

S T O P N O T I C E

HIGH COURT
SINGAPORE
EXHIBIT D 11
IN S 1284/61
(Signed Illegible)
Registrar
Date 20.4.64

10

To The Agents of
C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

Dear Sirs,

20

We beg to inform you that this Bank holds the
Shipping Documents for the following Goods per s/s
"KAPITAN KOSKO"

LK 11033
SINGAPORE

Said to contain.
1 case about 295 (two
hundred & ninety five
yards pure White
Guipure Allovers
35/36" (Reference
Openers Order No.11033).

30

under Hypothecation, against Bills of Exchange not
yet due; we shall be obliged if you will note that
the Goods should not be delivered out of your
possession without the authority of this Bank.

Yours faithfully,
(Signed Illegible)
Accountant.

HUA SIANG STEAMSHIP CO.
Rec'd 12th October, 1960.

40

N.B. - Please sign and return the attached printed
Form.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
and D.11A (17)
Bill of Lading
Polskie Linie
Oceaniczne

10th
September
1960

B/L No.
THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S
Telegrams: P O L O C E A N
G D Y N I A
ul. 10-go Lutego 24

D/O No. A 0186

Dated 7/11/60

10

S O U T H - E A S T A S I A S E R V I C E

S H I P P E D on board in apparent good order and
condition from the port of GDYNIA by Gebruder Weiss,
Hamburg in and upon the STEAM/MOTOR-SHIP called
the "KAPITAN KOSKO" whereof master for the present
voyage is _____ or whoever may go as
master of the said ship

PARTICULARS FURNISHED BY SHIPPERS

MARKS AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT Kilos	VALUE
-------------------------	----------	--	--------------------------	-------

20

LK 11033 SINGAPORE	1 case	SAID TO CONTAIN About 295 (Two Hundred & Ninetyfive Yards pure White Guipure Allovers 35/36" (Reference Openers Order No. 11033).	116,8	
-----------------------	--------	--	-------	--

30

HIGH COURT
SINGAPORE
EXHIBIT D 11A
IN S 1284/61
(Signed Illegible)
Date 21.4.64 Registrar

Freight prepaid.

Notify: Messrs. Lehmann Kan Ltd., F16 Union
Buildings, Singapore.

Clause for Haiphong:

If on arrival the tide

40

shall prevent the vessel from safely reaching the Haiphong berth the Owners shall have option to discharge and/or load on Haiphong Road into and/or ex lighters at the risk and expense of the cargo.

Clause for Rangoon, Taku Bar/Hsinkang and Whampoa:

Cargo is to be discharged at Rangoon, Taku Bar/Hsinkang and/or Whampoa into lighters to be arranged by the ship's agents or owners at the expense and risk of the cargo. All expenses beyond the ship's tackle at the port of discharge are for the cargo.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (17)

Bill of Lading
Polskie Linie
Oceaniczne

10th
September
1960

(continued)

10

20

Measurement, weight,
contents, quality and
value unknown.

30

Freight

Charges O R I G I N A L

Collecting charges

Total:

Payable at Hamburg

Freight to be considered as earned ship and/or cargo lost or not lost.

said to be marked and numbered as per margin and also to be specially marked upon each package by the shippers before shipment with the name of the port of destination, in letters not less than two inches long in default of which the ship not to be liable for incorrect delivery and to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of Singapore or so near thereunto as she may safely get and lie always afloat at all times of tide unto Order of Chartered Bank Ltd., Singapore or to his or their assigns, he or they paying freight and

40

N.B. In accepting this B/L the shipper, owner and consignee of the goods expressly accept and agree to all its stipulations, conditions, and exceptions, whether printed, stamped or written.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (17)

Bill of Lading
Polskie Linie
Oceaniczne

10th
September
1960

(continued)

Ship's duly sworn sea protest relating to circumstances or facts which exempt the owners from or diminish their liability, shall be, at owners' option exclusive and conclusive evidence of such circumstances for all parties to this B/L, no counter-evidence being admitted in that case.

The Company or its agents are requested to notify at the port of destination of the arrival of the goods, but no responsibility will attach to the owners or their agents, through failure to make such notification.

charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

IN WITNESS whereof signed 3/Three Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.

DATED at Hamburg

10th Sep., 1960

For the Master

REINHOLD BANGE

NEITHER ERASURES NOR ALTERATIONS ALLOWED IN THE B/L.

10

20

(Conditions indorsed on this Bill of Lading have been omitted)

Misc. 10860

B/L No. 7
BR 84Defendants'
(Appellants')
ExhibitsTHE CHARTERED BANK
(Incorporated in England by Royal Charter 1853)

Singapore 20th October, 1960.

S T O P N O T I C EHUA SIANG STEAMSHIP CO.
Rec'd 21st October, 1960Exhibit D.11
& D.11A (18)Stop Notice
The Chartered
Bank to Agents
of C.F. Sharp
& Co. (M) Ltd.20th October
1960

10

To The Agents of
C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

Dear Sirs,

We beg to inform you that this Bank holds the
Shipping Documents for the following Goods per s/s
"KAPITAN KOSKO"

/Red on each piece

label SEA 1740

20

SINGAPORE 14 pieces Channels & Beams
in Thomas.

Commercial quality.

under Hypothecation, against Bills of Exchange not yet
due; we shall be obliged if you will note that the
Goods should not be delivered out of your possession
without the authority of this Bank.

Yours faithfully,

(Signed Illegible)

Accountant.

30

HIGH COURT
SINGAPORE
EXHIBIT D 11
IN S 1284/61

(Signed Illegible)

Date 20.4.64 Registrar

N.B. - Please sign and return the attached printed
Form.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (19)

Bill of Lading
Polskie Linie
Oceaniczne

27th
September
1960

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S

Telegrams: P O L O C E A N

G D Y N I A

D/O.No. A 0226

ul. 10-go Lutego 24

Dated 7/11/60

F A R E A S T S E R V I C E

General Booking & Chartering Agents for Red Sea and
Indian Ocean Traffic: Polfracht, Gdynia -
"POLFRACHT" 10

G E N E R A L A G E N T S

India & Pakistan:

Polish Ocean Lines,
Bombay Branch, Bombay
- "POLLINES"

China:

Chinese - Polish Ship-
brokers Co. Ltd.
Tientsin - "CHIPOLBROK"

A G E N T S

Gdynia:

Chinese - Polish
Shipbrokers Co. Ltd.,
Gdynia Branch,
Gdynia - "CHIPOLBROK"

Port Sudan:

Mitchell Cotts & Co.Ltd.
"MITCOTTS" 20

Karachi:

The Pak Ocean Shipping
Co. Ltd. - "TRIDENT"

Hamburg:

REINHOLD BANGE,
Shipbrokers -
"BANGEBROKER"

Bombay:

Polish Ocean Lines,
Bombay Branch -
"POLLINES" 30

Rotterdam:

N. V. Nederlands
Transport Bureau -
"NETRABUR"

Colombo:

The Ceylon Ocean
Lines Ltd. -
"CEYLONLINE"

Antwerp:

"Sogemar" S. A. -
"SOGEMARIT" 634

Port Said:

Egyptian Scandinavian
Maritime Co. Ltd. -
"ESMAC" 40

S H I P P E D on board in apparent good order and condition by SOGEMAR S. A. ANTWERP AS AGENTS in and upon the STEAM/MOTOR-SHIP called the KAPITAN KOSKO whereof master for the present voyage is _____ or whoever may go as master of the said ship

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (19)

Bill of Lading
Polskie Linie
Oceaniczne

27th
September
1960
(continued)

MARKS AND NUMBERS	Number and kind of Packages in letters in figures	Description of Goods or Declared Contents	Gross- weight
10 /Red on each piece Label: SEA 1740 SINGAPORE	14 pieces	CHANNELS & BEAMS in thomas commercial quality	K 4.900

FREIGHT PREPAID

HIGH COURT
SINGAPORE
EXHIBIT D 11A

NOTIFY: CHUAN SENG U. CO.
141/143 TYRWRITT
ROAD, SINGAPORE

20 IN S 1284/61
(Signed Illegible)
Date 21.4.64 Registrar

Measurement, weight,
contents, quality and
value unknown.

Freight	said to be marked and numbered as per margin and
Charges O R I G I N A L	also to be specially marked upon each package
30 Collecting charges	by the shippers before shipment, with the name of the port of destination, in letters not less than two inches long in default of which the ship not to be liable for incorrect delivery and to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at
Total:	
Payable at	
Freight to be considered as earned ship and/or cargo lost or not lost.	
40 N.B. In accepting this B/L the shipper, owner and consignee of	

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (19)

Bill of Lading
Polskie Linie
Oceaniczne

27th
September
1960

(continued)

the goods expressly
accept and agree to all
its stipulations,
conditions, and
exceptions, whether
printed, stamped or
written.

Ship's duly sworn sea
protest relating to
circumstances or facts
which exempt the owner
from or diminish their
liability, shall be,
at owners' option
exclusive and
conclusive evidence of
such circumstances for
all parties to this B/L,
no counter-evidence being
admitted in that case.

The Company or its
agents are requested to
notify at the port of
destination of the
arrival of the goods, but
no responsibility will
attach to the owners or
their agents, through
failure to make such
notification.

the port of SINGAPORE or
so near thereunto as
she may safely get and
lie always afloat at all
times of tide unto Order
of CHARTERED BANK,
SINGAPORE or to his or
their assigns, he or they
paying freight and
charges as per margin
SUBJECT to the RULES,
terms and provisions
contained in this B/L.

10

IN WITNESS whereof
signed 3(Three) Bills
of Lading, all of this
tenor and date, one of
which being accomplished,
the others to stand
void.

20

DATED at ANTWERP
27th SEP., 1960

For the Master

SOCIETE GENERALE
D'ENTERPRISES
MARITIMES

"SOGEMAR" S.A.
AS AGENTS

30

NEITHER ERASURES NOR
ALTERATIONS ALLOWED
IN THE B/L.

(Conditions indorsed on this Bill of Lading have
been omitted)

HAB 13014

B/L No. 2
BR 84

Defendants'
(Appellants')
Exhibits

THE CHARTERED BANK
(Incorporated in England by Royal Charter 1853).
Singapore 8th December, 1960

Exhibit D.11
& D.11A (20)
Stop Notice
The Chartered
Bank to Agents
of C.F.Sharp
& Co. (M) Ltd.
8th December
1960

S T O P N O T I C E

10 To The Agents of
C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

Dear Sirs,

We beg to inform you that this Bank holds the
Shipping Documents for the following Goods per s/s
"ADOLF WARSKI"

20 M. H. & C.
750/2908/1-6 6 crates crepe rubber soling
SINGAPORE material
under Hypothecation, against Bills of Exchange not
yet due; we shall be obliged if you will note that
the Goods should not be delivered out of your
possession without the authority of this Bank.

Yours faithfully,
(Signed Illegible)
Accountant.

HUA SIANG STEAMSHIP CO.
Rec'd 9th December, 1960.

30 HIGH COURT
SINGAPORE
EXHIBIT D 11
IN S 1284/61
(Signed Illegible)
Date 20.4.64 Registrar

N.B. - Please sign and return the attached printed
Form.

Defendants'
(Appellants')
Exhibits

B/L No. 2

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

Exhibit D.11
& D.11A (21)
Bill of Lading
Polskie Linie
Oceaniczne

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S

Telegrams: P O L O C E A N

G D Y N I A

18th November
1960

ul. 10-go Lutego 24

The Chartered Bank
A.B 1014 HAMBURG

10

D/O No. A 0352

DATED 5th JAN., 1961

S O U T H - E A S T A S I A S E R V I C E

S H I P P E D on board in apparent good order and
condition from the port of HAMBURG by Nehoca G.m.b.H.
in and upon the STEAM/MOTOR-SHIP called the "ADOLF
WARSKI" whereof master for the present voyage is
_____ or whoever may go
as master of the said ship

PARTICULARS FURNISHED BY SHIPPERS

20

MARKS AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT Kilos	VALUE
-------------------------	----------	--	--------------------------	-------

M. H. & C.

750/2908/1-6	6 crates	CREPE RUBBER SOLING MATERIAL	gr.w. 1.206,-Kos.	
--------------	----------	------------------------------------	-------------------	--

HIGH COURT
SINGAPORE

30

EXHIBIT D11A

IN S 1284/61

(Signed Illegible)

Date 21.4.64 Registrar

Freight payable at Hamburg: O R I G I N A L

Clause for Haiphong:

If on arrival the tide shall prevent the vessel from safely reaching the Haiphong berth the Owners shall have option to discharge and/or load on Haiphong Roads into and/or ex lighters at the risk and expense of the cargo.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (21)

Bill of Lading
Polskie Linie
Oceaniczne

18th November
1960

(continued)

10

Clause for Rangoon, Taku
Bar/Hsinkang and Whampoa:

Cargo is to be discharged at Rangoon, Taku Bar/Hsinkang and/or Whampoa into lighters to be arranged by the ship's agents or owners at the expense and risk of the cargo. All expenses beyond the ship's tackle at the port of discharge are for the cargo.

20

Measurement, weight,
contents, quality and
value unknown.

30

Freight

FREIGHT PREPAID

Reinhold Bange

Charges

Collection charges

DELIVERY ORDER NO _____
ISSUED

Total:

40

Payable at Hamburg

Freight to be considered
as earned ship and/or
cargo lost or not lost.

N.B. In accepting

said to be marked and numbered as per margin and also to be specially marked upon each package by the shippers before shipment, with the name of the port of destination, in letters not less than two inches long in default of which the ship not to be liable for incorrect delivery and to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of SINGAPORE or so near thereunto as she may safely get and lie always afloat at all times of tide unto - TO ORDER - or to his or their assigns,

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (21)
Bill of Lading
Polskie Linie
Oceaniczne

18th November
1960

(continued)

this B/L the shipper, owner and consignee of the goods expressly accept and agree to all its stipulations, conditions, and exceptions, whether printed, stamped or written.

Ship's duly sworn sea protest relating to circumstances or facts which exempt the owners from or diminish their liability, shall be, at owners' option exclusive and conclusive evidence of such circumstances for all parties to this B/L, no counter-evidence being admitted in that case.

The Company or its agents are requested to notify at the port of destination of the arrival of the goods, but no responsibility will attach to the owners or their agents, through failure to make such notification.

(Conditions indorsed on this Bill of Lading have been omitted)

he or they paying freight and charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

IN WITNESS whereof signed 3 THREE Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.

10

DATED at HAMBURG.

18th of November, 1960.

For the Master

REINHOLD BANGE

20

NEITHER ERASURES NOR ALTERATIONS ALLOWED IN THE B/L.

30

Misc.13443

B/L No. 3
BR 84

Defendants'
(Appellants')
Exhibits

THE CHARTERED BANK
(Incorporated in England by Royal Charter 1853)
Singapore 21st December, 1960

Exhibit D.11
& D.11A (22)

S T O P N O T I C E

Stop Notice
The Chartered
Bank to Agents
of C.F.Sharp
& Co. (M) Ltd.

HUA SIANG STEAMSHIP CO.
Rec'd 22nd December, 1960

21st December
1960

10 To The Agents of
C. F. Sharp & Co. (M) Ltd.,
American International Building,
1 Robinson Road,
Singapore.

Dear Sirs,

We beg to inform you that this Bank holds the
Shipping Documents for the following Goods per
s/s "ADOLF WARSKI"

20 /red
On 10%
C 7400 C 25 pieces CHANNELS in Thomas
Singapore Commercial Quality

under Hypothecation, against Bills of Exchange not
yet due; we shall be obliged if you will note
that the Goods should not be delivered out of
your possession without the authority of this Bank.

Yours faithfully,
(Signed Illegible)
Accountant.

30 HIGH COURT
SINGAPORE
EXHIBIT D 11
IN S 1284/61
(Signed Illegible)
Date 20.4.64 Registrar

N.B. - Please sign and return the attached printed
Form.

Defendants'
(Appellants')
Exhibits

7400

Exhibit D.11
& D.11A (23)
Bill of Lading
Polskie Linie
Oceaniczne
24th November
1960

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E
P O L I S H O C E A N L I N E S

Telegrams: P O L O C E A N

G D Y N I A D/O No.A 0380 3

ul. 10-go Lutego 24 DATED 5th Jan.1961

F A R E A S T S E R V I C E

General Booking & Chartering Agent for Red Sea and Indian Ocean Traffic: Polfracht, Gdynia - "POLFRACHT" 10

G E N E R A L A G E N T S

India & Pakistan:
Polish Ocean Lines,
Bombay Branch, Bombay
- "POLLINES"

China:
Chinese - Polish
Shipbrokers Co. Ltd.
Tientsin - "CHIPOLBROK"

A G E N T S

Gdynia:
Chinese - Polish
Shipbrokers Co. Ltd.
Gdynia Branch,
Gdynia - "CHIPOLBROK"

Port Sudan:
Mitchell Cotts & Co.
Ltd. - "MITCOTTS" 20

Hamburg:
REINHOLD BANGE,
Shipbrokers -
"BANGEBROKER"

Karachi:
The Pak Ocean Shipping
Co. Ltd. - "TRIDENT"

Rotterdam:
N. V. Nederlands
Transport Bureau -
"NETRABUR"

Bombay:
Polish Ocean Lines,
Bombay Branch -
"POLLINES" 30

Antwerp:
"Sogemar" S.A. -
"SOGEMARIT"

Colombo:
The Ceylon Ocean Lines
Ltd. - "CEYLONLINE"

Port Said:
Egyptian Scandinavian
Maritime Co. Ltd.
- "ESMAC"

S H I P P E D on board in apparent good order
and condition by SOGEMAR S. A. ANTWERP as agents
in and upon the STEAM/MOTOR-SHIP called the 40

ADOLF WARSKI whereof master for the present voyage is _____ or whoever may go as master of the said ship

Defendants' (Appellants') Exhibits

MARKS AND NUMBERS	Number and kind of Packages in letters in figures	Description of Goods or Gross-Declared weight Contents
10 /red On 10% C 7400 C SINGAPORE	25 pieces	CHANNELS in Thomas Commercial Quality Ko 5.000

Exhibit D.11 & D.11A (23)
Bill of Lading
Polskie Linie Oceaniczne
24th November 1960
(continued)

FREIGHT PREPAID

HIGH COURT
SINGAPORE
EXHIBIT D 11A
IN S 1284/61

20 (Signed Illegible)
Date 21/4/64 Registrar

Measurement, weight, contents, quality and value unknown

O R I G I N A L

Freight	said to be marked and numbered as per margin
Charges	and also to be specially marked upon package by the shippers before shipment, with the name of the port of destination, in letters not less than two inches long in default of which the ship not to be liable for incorrect delivery and to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of SINGAPORE or so near thereunto as she may safely get and lie always afloat at all times of tide unto ORDER or to his or their assigns, he
Collecting charges	
30 Freight to be considered as earned ship and/or cargo lost or not lost.	
Total:	
Payable at	
40 N.B. In accepting this B/L the shipper, owner and consignee of the goods expressly accept and agree to all its stipulations, conditions, and exceptions, whether printed, stamped	

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (23)

Bill of Lading
Polskie Linie
Oceaniczne

24th November
1960

(continued)

or written.

Ship's duly sworn sea protest relating to circumstances or facts which exempt the owners from or diminish their liability, shall be, at owners' option exclusive and conclusive evidence of such circumstances for all parties to this B/L, no counter-evidence being admitted in that case.

The Company or its agents are requested to notify at the port of destination of the arrival of the goods, but no responsibility will attach to the owners or their agents, through failure to make such notification.

or they paying freight and charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

IN WITNESS whereof signed 3/three Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.

DATED at ANTWERP
24th November, 1960.

For the Master
SOCIETE GENERALE
D'ENTREPRISES MARITIMES
"SOGEMAR" S.A.
AS AGENTS

NEITHER ERASURES NOR
ALTERATIONS ALLOWED IN
THE B/L.

(Conditions indorsed on this Bill of Lading have been omitted)

10

20

30

The Hongkong and Shanghai Banking Corporation
(INCORPORATED IN HONG KONG WITH LIMITED LIABILITY)

P. O. Box No. 896
Collyer Quay.

Singapore 21st December, 1960

Messrs. C. F. Sharp & Co. (M) Ltd.,
Agents
SINGAPORE.

Dear Sirs,

10 S.S. "ADOLF WARSKI" DUE. SINGAPORE

Please note that we hold the Bill of Lading covering the undermentioned merchandise, shipped in the above vessel, and we shall thank you not to deliver it except against the Bill of Lading bearing our endorsement or a Letter of Guarantee signed by us.

Shipping Companies and Agents are reminded of sections 329/37 of the Merchant Shipping Ordinance before disposing of cargo.

20 For the purpose of insurance we shall be obliged if you will advise us the date of arrival of the shipment and where it has been landed and warehoused.

In the event of any packages being damaged, kindly notify us when the survey will be held.

Yours faithfully,

(Signed Illegible)

Manager.

30	Nos.	Marks & Numbers	B/L Nos.	Description of Merchandise
	O.B.£ B/R 96/795	2250 FEZ. SINGAPORE 1/15	10	15 barrels Perforated zinc Sheets.

HIGH COURT
SINGAPORE
EXHIBIT D 11
IN S 1284/61

(Signed Illegible)

40 Date 20.4.66 Registrar

HUA SIANG STEAMSHIP CO.
Rec'd 21st. Dec., 1960.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (24)

Stop Notice
The Hongkong
& Shanghai
Banking Cor-
poration to
C.F.Sharp &
Co. (M) Ltd.

21st December
1960

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D11A. (25)

Bill of Lading
Polskie Linie
Oceaniczne

26th November
1960

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E

P O L I S H O C E A N L I N E S

Telegrams: P O L O C E A N

90.103/FD

G D Y N I A

D/O NO. A0388

ul. 10-go Lutego 24

DATED 31 December,
1960.

F A R E A S T S E R V I C E

General Booking & Chartering Agent for Red Sea and 10
Indian Ocean Traffic:

Polfracht, Gdynia - "POLFRACHT"

G E N E R A L A G E N T S

India & Pakistan:

Polish Ocean Lines,
Bombay Branch, Bombay
- "POLLINES"

China:

Chinese - Polish
Shipbrokers Co. Ltd.
Tientsin -
"CHIPOLBROK"

A G E N T S

Gdynia:

Chinese - Polish Ship-
brokers Co. Ltd.,
Gdynia Branch, Gdynia
- "CHIPOLBROK"

Port Sudan:

Mitchell Cotts & Co.
Ltd. -
"MITCOTTS"

20

Hamburg:

REINHOLD BANGE, Ship-
brokers - "BANGEBROKER"

Karchi:

The Pak Ocean
Shipping Co. Ltd. -
"TRIDENT"

Rotterdam:

N.V.Nederlands
Transport Bureau -
"NETRABUR"

Bombay:

Polish Ocean Lines,
Bombay Branch -
"POLLINES"

30

Antwerp:

"Sogemar" S.A. -
"SOGEMARIT"

Colombo:

The Ceylon Ocean
Lines Ltd. -
"CEYLONLINE"

Port Said:

Egyptian Scandinavian
Maritime Co. Ltd. -
"ESMAC"

40

S H I P P E D on board in apparent good order and condition by J. F. COOLS, AS AGENT in and upon the STEAM/MOTOR-SHIP called the "ADOLF WARSKI whereof master for the present voyage is _____ or whoever may go as master of the said ship

Defendants' (Appellants') Exhibits

Exhibit D.11 & D.11A (25)

Bill of Lading Polskie Linie Oceaniczne

26th November 1960

(continued)

MARKS AND NUMBERS	Number and kind of Packages in letters in figures	Description of Goods or Declared Contents	Gross-weight
2250 FEZ SINGAPORE 1/15	15 barrels	PERFORATED ZINC SHEETS	Ko. 1.970

10

Stamped
H. & S. B. C.
SINGAPORE
96 - 795

FREIGHT PREPAID

Stamped
THE HONGKONG AND SHANGHAI
BANKING CORPORATION
INWARD
BILLS
SINGAPORE

20

HIGH COURT
SINGAPORE
EXHIBIT D 11A
IN S 1284/61

(Signed Illegible)

Date 21.4.64 Registrar

FREIGHT PREPAID

30 Measurement, weight, contents, quality and value unknown

O R I G I N A L

Freight

Charges

Collecting charges

Total:

said to be marked and numbered as per margin and also to be specially marked upon package by the shippers before shipment, with the name of the port of destination, in letters not less than two inches long in default of which the ship not to be liable for incorrect delivery and

40 Payable at

Freight to be considered as earned ship and/or

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (25)

Bill of Lading
Polskie Linie
Oceaniczne

26th November
1960

(continued)

cargo lost or not lost.

N.B. In accepting this B/L the shipper, owner and consignee of the goods expressly accept and agree to all its stipulations, conditions and exceptions, whether printed, stamped or written.

Ship's duly sworn sea protest relating to circumstances or facts which exempt the owners from or diminish their liability, shall be, at owners' option exclusive and conclusive evidence of such circumstances for all parties to this B/L, no counter-evidence being admitted in that case.

The Company or its agents are requested to notify at the port of destination of the arrival of the goods, but no responsibility will attach to the owners or their agents, through failure to make such notification.

to be delivered from the ship's deck, where the ship's responsibility shall cease, in the like order and condition at the port of SINGAPORE or so near thereunto as she may safely get and lie always afloat at all times of tide unto ORDER or to his or their assigns, he or they paying freight and charges as per margin SUBJECT to the RULES, terms and provisions contained in this B/L.

IN WITNESS whereof signed THREE Bills of Lading, all of this tenor and date, one of which being accomplished, the others to stand void.

DATED at ANTWERP
26th NOV., 1960

For the Master

SOCIETE GENERALE
D'ENTREPRISES
MARITIMES
"SOGEMAR" S.A.
AS AGENTS

NEITHER ERASURES NOR
ALTERATIONS ALLOWED IN
THE B/L.

(Conditions indorsed on this Bill of Lading have been omitted)

BANK OF CHINA
(Incorporated in China with Limited Liability)
SINGAPORE 21st. Feb., 1961.

Messrs. C. F. Sharp & Co., (M) Ltd.,
Robinson Road,
AGENTS.
SINGAPORE
S. S. "General Sikorski"

DEAR SIRs,

10 PLEASE NOTE THAT WE HOLD THE BILL(S) OF
LADING COVERING THE FOLLOWING MERCHANDISE SHIPPED
PER THE ABOVE VESSEL AND WE SHALL THANK YOU TO
DELIVER THE MERCHANDISE ONLY AGAINST THE BILL OF
LADING ENDORSED BY US.

FOR THE PURPOSE OF INSURANCE, WE SHALL BE
OBLIGED IF YOU WILL ADVISE US THE DATE OF ARRIVAL
OF THE SHIPMENT AND WHERE IT HAS BEEN LANDED AND
WAREHOUSED.

20 IN THE EVENT OF ANY PACKAGES BEING DAMAGED,
KINDLY NOTIFY US WHEN THE SURVEY WILL BE HELD.

Yours faithfully,
For BANK OF CHINA
SINGAPORE.

(Signed Illegible)
Chief of Bills Dept.

MARKS	NUMBERS	B/L NOS.	DESCRIPTION OF MERCHANDISE
30 F.T.CO. 8500695/ 401-425 SINGAPORE Czechoslovakia		B/L No.16 dd.30/1/61	25 collis Bicycle Tyres (Twenty Five collis only)

HIGH COURT
SINGAPORE

EXHIBIT D 11
IN S 1284/61

(Signed Illegible)
Date 20/4/64 Registrar

40 HUA SIANG STEAMSHIP CO.
Rec'd 22nd February, 1961.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (26)

Stop Notice
Bank of China
to C.F.Sharp
& Co. (M) Ltd.

21st February
1961

Defendants'
(Appellants')
Exhibits

B/L No.

Exhibit D.11
& D.11A (27)
Bill of Lading
Polskie Linie
Oceaniczne
30th January
1961

THIS BILL OF LADING IS SUBJECT TO ALL CLAUSES
PRINTED OR WRITTEN ON THE BACK HEREOF

P O L S K I E L I N I E O C E A N I C Z N E

P O L I S H O C E A N L I N E S

Telegrams: P O L O C E A N

G D Y N I A

D/O NO A0449

DATED 22nd

ul. 10-go Lutego 24

MAR., 1961

S O U T H - E A S T A S I A S E R V I C E 10

S H I P P E D on board in apparent good order
and condition from the port of GDYNIA by MOTOKOV
Foreign Trade Corporation for Import and Export
of Vehicles and Light Engineering Products, PRAHA
in and upon the STEAM/MOTOR-SHIP called
"General Sikorski" voy. 9 whereof master for the
present voyage is Cpt. Easisiers Lipski or
whoever may go as master of the said ship

PARTICULARS FURNISHED BY SHIPPERS

MARKS AND NUMBERS	Packages	Description of goods or Declared Contents	GROSS WEIGHT Kilos	VALUE	
					20

F. T. CO.

8500695

401-425 25 collis Bicycle
SINGAPORE Twenty Tyres

2.150 Kos

Made in five

Stamped

Czechoslovakia

BANK OF CHINA

SINGAPORE

Actually on board.

IMPORTS UNDER

Freight prepaid

M\$20,000/-

AB 101276

30

NOTIFY: Federal Trading Co. Ltd., 211
Lavender Street, Singapore, Malaya.

Cachofracht No. 45/B/10121

Motokov Ref. 0148/2716/0

E C 34/9

HIGH COURT
SINGAPORE

EXHIBIT D 11A

IN S 1284/61

(Signed Illegible)

10 Date 21/4/64 Registrar

Clause for Haiphong:

If on arrival the tide shall prevent the vessel from safely reaching the Haiphong berth the Owners shall have option to discharge and/or load on Haiphong Roads into and/or ex lighters at the risk and expense of the cargo.

Clause for Rangoon,
Taku Bar/Hsinkang and
Whampoa:

Cargo is to be discharged at Rangoon, Taku Bar/Hsinkang and/or Whampoa into lighters to be arranged by the ship's agents or owners at the expense and risk of the cargo. All expenses beyond the ship's tackle at the port of discharge are for the cargo.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (27)

Bill of Lading
Polskie Linie
Oceaniczne

30th January
1961

(continued)

20

Measurements, weight,
contents, quality and
value unknown.

30

Freight

Charges ORIGINAL

Collecting charges

Total:

Payable at Gdynia

40

Freight to be considered
as earned ship and/or
cargo lost or not lost.

N.B. In accepting
this B/L the shipper,
owner and consignee of
the goods expressly
accept and agree to all

said to be marked and
numbered as per margin
and also to be
specially marked upon
each package by the
shippers before shipment,
with the name of the
port of destination,
in letters not less
than two inches long
in default of which the
ship not to be liable
for incorrect delivery
and to be delivered
from the ship's deck,
where the ship's
responsibility shall
cease, in the like
order and condition at

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (27)

Bill of Lading
Polskie Linie
Oceaniczne

30th January
1961

(continued)

its stipulations,
conditions, and
exceptions, whether
printed, stamped, or
written.

Ship's duly sworn sea
protest relating to
circumstances or facts
which exempt the owners
from or diminish their
liability, shall be
at owners' option exclu-
sive and conclusive
evidence of such circum-
stances for all parties
to this B/L, no
counter-evidence being
admitted in that case.

The Company or its
agents are requested to
notify at the port of
destination of the
arrival of the goods,
but no responsibility
will attach to the owners
or their agents, through
failure to make such
notification.

the port of SINGAPORE
or so near thereunto as
she may safely get and
lie always afloat at all
times of tide unto
ORDER, Bank of China or
to his or their assigns,
he or they paying
freight and charges as
per margin SUBJECT to
the RULES, terms and
provisions contained in
this B/L.

IN WITNESS whereof
signed Three Bills of
Lading, all of this
tenor and date, one of
which being accomplished,
the others to stand
void.

DATED at Gdynia
JAN., 30 1961.

Stamped - N V.
Hoderlands Transport
Bureau

AS AGENTS
Messrs. Polish Ocean
Lines Gdynia
(Signed Illegible)

NEITHER ERASURES NOR
ALTERATIONS ALLOWED IN
THE B/L.

(Conditions indorsed on this Bill of Lading have
been omitted)

10

20

30

742.

C. F. SHARP & COMPANY, (MALAYA) LTD.
(INCORPORATED IN THE COLONY OF SINGAPORE)

Steamship Agents Operators Ship Brokers

7th FLOOR AMERICAN INTERNATIONAL BUILDING,
SINGAPORE 1.

9th May, 1961

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (28)

Letter C.F.
Sharp & Co.
(Malaya) Ltd.
to Hua Siang
Steamship Co.

9th May 1961

Hua Siang Steamship Co.,
16 Winchester House,
Singapore.

10

HUA SIANG STEAMSHIP CO.

Rec'd 10th May, 1961.

Dear Sirs,

s/s "Jan Matejko" V5

eta - 15.5.61

STOP NOTICE

B/Lading No. 9

Gdynia/Singapore

We enclosed hereto "Stop Notice" advise
from Bank of China, Singapore concerning the
above.

20

743.

Defendants'
(Appellants')
Exhibits

Exhibit D.11
& D.11A (28)

Letter C.F.
Sharp & Co.,
(Malaya) Ltd.
to Hua Siang
Steamship Co.

9th May 1961
(continued)

Please take note and return same to us
with your comments. Kindly acknowledge receipt
by signing the attached duplicate of this
letter.

Yours faithfully,

C. F. SHARP & COMPANY (M) LTD.

As Agents:

(Signed)

(A. P. Suarez)

Operation Dept.

10

APS/SCT

enc.

744.

TIANG SENG CHAN (SINGAPORE) LTD.

Stamped (INCORPORATED IN SINGAPORE)
by Wah Tat Bank, Ltd.
Sibu, Sarawak.
BEP No. 61/1

SIBU OFFICE
17 CHANNEL ROAD

Third Parties Exhibits

Exhibit "T.P.1"

Bill of Exchange of Tiang Seng Chan (Singapore) Ltd.

6th January 1961

No. 3485 (Sibu) 6th JAN., 1961.

10 Received from (Chinese Characters) the sum of Dollars (Chinese Characters) 17th Feb., 1961. which amount payable on Sight Draft at Singapore to:

(Chinese Characters) /Order

Stamped

TIANG SENG CHAN (SINGAPORE) LTD.

17th FEB., 1961.

Stamp

10 cents

Sarawak

20 \$40,000/-

per pro. TIANG SENG CHAN

(S'PORE) LTD.

(SIBU OFFICE)

(Signed Illegible)

To:

TIANG SENG CHAN (SINGAPORE) LTD.

HEAD OFFICE

No. 4, SOUTH CANAL ROAD.

SINGAPORE, 1.

Third Parties
Exhibits

Exhibit
"T.P.2"

Bill of
Exchange of
Tiang Seng
Chan
(Singapore)
Ltd.

6th January
1961

TIANG SENG CHAN (SINGAPORE) LTD.

Stamped (INCORPORATED IN SINGAPORE)
by Wah Tat
Bank, Ltd. SIBU OFFICE
Sibu, Sarawak
BEP No. 17 CHANNEL ROAD
61/2

No. 3486 (Sibu) 6th Jan., 1961.

Received from (Chinese Characters) the
sum of Dollars (Chinese Characters) 17th Feb.,
1961. which amount payable on Sight Draft at
Singapore to (Chinese Characters) /Order

10

Stamped
TIANG SENG CHAN (SINGAPORE) LTD.
17th FEB., 1961.

Stamp
10 cents
Sarawak

₹40,000/- per pro. TIANG SENG CHAN (S'PORE)
LTD.

(SIBU OFFICE)

20

(Signed Illegible)

To:

TIANG SENG CHAN (SINGAPORE) LTD.

HEAD OFFICE

No. 4 SOUTH CANAL ROAD,

SINGAPORE, 1.

TP3

Third Parties
Exhibits

TIANG SENG CHAN (SINGAPORE) LTD.

Stamped (INCORPORATED IN SINGAPORE)

by Wah Tat

Bank, Ltd.

Sibu, Sarawak.

BEP No. 61/64

SIBU OFFICE

17 CHANNEL ROAD

₹70000/-

12

Exhibit
"T.P.3"

Bill of
Exchange of
Tiang Seng
Chan (Singa-
pore) Ltd.

24th March
1961

No. 3685

(Sibu) 24/3/1961.

10 Received from (Chinese Characters) D/P
the sum of Dollars (Chinese 3rd May,
Characters) which amount payable 1961
on Sight Draft at Singapore to:

(Chinese Characters)

/Order

Stamped

TIANG SENG CHAN (SINGAPORE) LTD.

3rd MAY 1961.

Stamp

10 cents

Sarawak

20 ₹40,000/- per pro. TIANG SENG CHAN
(S'PORE) LTD.

(SIBU OFFICE)

(Signed Illegible)

To:

TIANG SENG CHAN (SINGAPORE) LTD.

HEAD OFFICE

No. 4 SOUTH CANAL ROAD,

SINGAPORE, 1.

747.

Third Parties
Exhibits

TP4

TIANG SENG CHAN (SINGAPORE) LTD.

Exhibit
"T.P.4"

Stamped (INCORPORATED IN SINGAPORE)
by Wah Tat
Bank, Ltd. Sibu, SIBU OFFICE
Sarawak.
BEP No.61/65 17 CHANNEL ROAD

Bill of
Exchange of
Tiang Seng
Chan (Singa-
pore) Ltd.

24th March
1961

No. 3686 (Sibu) 24/3/1961.

Received from (Chinese Characters) D/P
the sum of Dollars (Chinese Characters)
which amount payable on Sight Draft at Singapore
to:
(Chinese Characters) /Order

10

Stamped
TIANG SENG (SINGAPORE) LTD.
3rd MAY 1961.

Stamp
10 cents
Sarawak

₹30,000/- per pro. TIANG SENG CHAN (S'PORE) LTD.

20

(SIBU OFFICE)

(Signed Illegible)

To:

TIANG SENG CHAN (SINGAPORE) LTD.

HEAD OFFICE

No. 4 SOUTH CANAL ROAD,

SINGAPORE, 1.

748.

TP5

Third Parties
Exhibits

TIANG SENG CHAN (SINGAPORE) LTD.,

Stamped (INCORPORATED IN SINGAPORE)

by Wah Tat

Bank, Ltd. Sibu, SIBU OFFICE

Sarawak.

BEP No. 61/66. 17 CHANNEL ROAD

109

Exhibit
"T.P.5"

Bill of
Exchange of
Tiang Seng
Chan (Singa-
pore) Ltd.

25th March
1961

No. 3688

(Sibu) 25/3/1961.

10 Received from (Chinese Characters) D/P
the sum of Dollars (Chinese Characters) 3rd May, 1961.
which amount payable on Sight Draft at Singapore
to (Chinese Characters) /Order

Stamped

TIANG SENG CHAN (SINGAPORE) LTD.

3rd MAY 1961.

Stamp

10 cents

Sarawak

20 \$10,000

per pro. TIANG SENG CHAN (S'PORE)
LTD.

(SIBU OFFICE)

(Signed Illegible)

To:

TIANG SENG CHAN (SINGAPORE) LTD.

HEAD OFFICE

No. 4 SOUTH CANAL ROAD,

SINGAPORE, 1.

Third Parties
Exhibits

TP6

STRAITS STEAMSHIP COMPANY LIMITED.

Exhibit
"T.P.6"(1)

INDEMNITY AND GUARANTEE.

Indemnity and
Guarantee form
of Straits
Steamship Co.
Ltd. to Owners
and/or Agents
etc. of M.V.
"Bidor"

DELIVERY WITHOUT BILL OF LADING.

To the Owners and/or Agents and/or
Charterers and/or Master of the s.s./
m.v. "Bidor" Voyage No. 12. due/
arrived 1st May, 1961.

2nd May 1961

In consideration of your releasing for
delivery to us or to our order the undermentioned
goods of which we claim to be the rightful owners,
without production of the relevant bill(s) of
lading (not as yet in our possession). 10

We hereby undertake and agree to indemnify
you fully against all consequences and/or liabilities
of any kind whatsoever directly or
indirectly arising from or relating to the said
delivery, and immediately on demand against all
payments made by you in respect of such
consequences and/or liabilities, including costs 20
as between solicitor and client and all or any
sums demanded by you for the defence of any
proceedings brought against you by reason of the
delivery aforesaid.

And we further undertake and agree that our
liability and that of the Bankers joining herein
shall not in any way whatsoever be limited
reduced or affected by reason only of the goods
aforesaid being consigned to or to the order of
any bank, corporation, firm or person whatsoever 30
other than the said Bankers joining herein
whether or not the consignment thereof to such
other bank, corporation, firm or person was known
to us or to the said Bankers joining herein at
the time of the signature hereof.

And we further undertake and agree that no
statement relating to the contents, quality
and/or value of the goods inserted herein shall
limit in any way our liability or that of the
bankers hereunder. 40

And we further undertake and agree upon demand

to pay any freight and/or General Average and/or charges due on the goods aforesaid (it being expressly agreed and understood that all liens shall subsist and be unaffected by the terms hereof).

Third Parties Exhibits

Exhibit "T.P.6" (1)

And we further undertake and agree that immediately the bill(s) of lading is/are received by us we will deliver the same to you duly endorsed.

Indemnity and Guarantee form of Straits Steamship Co. Ltd. to Owners and/or Agents etc. of M.V. "BIDOR"

10	Port of Shipment	Port of Discharge	B/L No.	Marks and Nos.	Quantity and Contents
					Tiang Seng Chan (S) Ltd., 240 bales Rubber Smoked Sheets, Kuching.

2nd May 1961
(continued)

=====

L/G NO. 920

DATE REDEEMED 8th May, 1961. Stamped TIANG SENG CHAN (SINGAPORE) LTD.

20	<u>Indemnities with limited guarantees or bearing any qualifying remarks whatsoever cannot be accepted.</u>	50 cents Stamp	(Signed Illegible) General Manager. Consignees.
----	---	----------------	---

We join in the above Indemnity and Guarantee.

Bankers' Signature.

Dated 2nd May, 1961.

D/O. NO. 8636 / 275761 ISSUED

Third Parties Exhibits

Exhibit "T.P.6" (2)

Indemnity and Guarantee form of Straits Steamship Co. Ltd. to Owners and/or Agents etc. of M.V. "Bidor" 2nd May 1961

STRAITS STEAMSHIP COMPANY LIMITED.

INDEMNITY AND GUARANTEE.

DELIVERY WITHOUT BILL OF LADING

To the Owners and/or Agents and/or Charterers and/or Master of the s.s./m.v. "Bidor" Voyage No. 12. due/arrived 1st May, 1961.

In consideration of your releasing for delivery to us or to our order the undermentioned goods of which we claim to be the rightful owners, without production of the relevant bill(s) of lading (not as yet in our possession). 10

We hereby undertake and agree to indemnify you fully against all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said delivery, and immediately on demand against all payments made by you in respect of such consequences and/or liabilities, including costs as between solicitor and client and all or any sums demanded by you for the defence of any proceedings brought against you by reason of the delivery aforesaid. 20

And we further undertake and agree that our liability and that of the Bankers joining herein shall not in any way whatsoever be limited reduced or affected by reason only of the goods aforesaid being consigned to or to the order of any bank, corporation, firm or person whatsoever other than the said Bankers joining herein whether or not the consignment thereof to such other bank, corporation, firm or person was known to us or to the said Bankers joining herein at the time of the signature hereof. 30

And we further undertake and agree that no statement relating to the contents, quality, and/or value of the goods inserted herein shall limit in any way our liability or that of the bankers hereunder.

And we further undertake and agree upon demand to pay any freight and/or General Average 40

and/or charges due on the goods aforesaid (it being expressly agreed and understood that all liens shall subsist and be unaffected by the terms hereof).

And we further undertake and agree that immediately the bill(s) of lading is/are received by us we will deliver the same to you duly endorsed.

Third Parties Exhibits

Exhibit "T.P.6"

Indemnity and Guarantee form of Straits Steamship Co. Ltd. to Owners and/or Agents etc. of M.V. "Bidor" 2nd May 1961 (continued)

10

Port of Shipment	Port of Discharge	B/L No.	Marks and Nos.	Quantity and Contents
Tiang Seng Chan (S) Ltd., 240 bales Rubber Smoked Sheets, Kuching.				
=====				

Stamped

TIANG SENG CHAN (SINGAPORE) LTD.

Indemnities with limited guarantees or bearing any qualifying remarks whatsoever cannot be accepted.

50 cents stamp (Signed Illegible) General Manager.

Consignees.

20

We join in the above Indemnity and Guarantee.

Bankers' Signature.

Dated 2nd May, 1961.

Third Parties
Exhibits

TP7

Exhibit
"T.P.7"

Indemnity and
Guarantee form
Straits Steam-
ship Co.Ltd.
to Owners
and/or Agents
etc. of
S.S. "Scudai"

15th June 1949

STRAITS STEAMSHIP COMPANY LIMITED

INDEMNITY AND GUARANTEE.

DELIVERY WITHOUT BILL OF LADING.

To the Owners and/or Agents of the
s.s. "SCUDAI"

In consideration of your releasing for
delivery to us or to our order the undermentioned
goods of which we claim to be the rightful owners,
without production of the relevant bill(s) of
lading (not as yet in our possession).

10

We hereby undertake and agree to indemnify
you fully against all consequences and/or
liabilities of any kind whatsoever directly or
indirectly arising from or relating to the said
delivery, and immediately on demand against all
payments made by you in respect of such
consequences and/or liabilities, including costs
as between solicitor and client and all or any
sums demanded by you for the defence of any
proceedings brought against you by reason of the
delivery aforesaid.

20

And we further undertake and agree upon
demand to pay any freight and/or General Average
and/or charges due on the goods aforesaid (it
being expressly agreed and understood that all
liens shall subsist and be unaffected by the terms
hereof).

And we further undertake and agree that
immediately the bill(s) of lading is/are
received by us we will deliver the same to you
duly endorsed.

30

B/L No.	Marks and Nos.	Quantity and Contents	Shipped by	Port of Shipment	Port of Discharge
		100 Bales Para Rubber Smoked Sheets	Tiang Seng Chan, Sibu	Sibu	Singapore

QUANTITY: Bales One hundred only.

40

754.

Indemnities with limited
guarantees or bearing any
qualifying remarks what-
soever cannot be accepted.

CANCELLED

Shippers
or
Consignees

Third Parties
Exhibits
Exhibit
"T.P.7"

Indemnity and
Guarantee form
Straits Steam-
ship Co. Ltd.
to Owners
and/or Agents
etc. of
S.S. "Scudai"
15th June 1949
(continued)

We join in the above Indemnity and Guarantee.

CANCELLED

10

Bankers'
Signature.

Dated 15th June, 1949.

Third Parties
Exhibits

TRANSLATION

Exhibit
"T.P.8(1)"

Translation
of Indemnity
of Tiang Seng
Chan to
Straits Steam-
ship Co. Ltd.

1st December
39th year of
the Republic
of China.

Whereas Chop Kuong Chuong of Binatang has
consigned and shipped ex. S.S. "Angby" to our firm:-

400 bales Rubber Crepe,
68 bales R. Smoked sheets.
Totalling 468 items (bales):

And whereas it is not known with which firm
has the Bill of Lading in question been pledged
and has therefore not been received:

And whereas it is desired that the goods be
taken delivery of in advance, the maker of this
document of guaranty, Tiang Seng Chan of No. 4
South Canal Road, Singapore, does hereby make
this document of guaranty to undertake the full
payment of any pledge against shipment in
respect of the goods for which permission is
herein sought to unload and take up, and your
firm will not be involved.

10

On receipt of the Bill of Lading, the same
will be produced to redeem this document.

20

Lest words of mouth bear no evidence, this
document is hereby made for reference.

To: Messrs. Straits Steamship Co., Ltd.

Dated this 1st day of December, 39th year
of the Republic of China.

Sealed (Tiang Seng Chan in Chinese).

Signed (Lee ? in Chinese).

(Two 10-cent, one 4-cent and one 2-cent postage
stamps affixed and chopped with the rubber stamp
of Tiang Seng Chan, Singapore).

30

I hereby certify that the above is a
true translation made by me of the original
which is in the Chinese language.

(Signed Illegible)

Sworn Interpreter,

Date 10/12/63.

Supreme Court, Singapore.

TRANSLATION

Whereas Chop Tiang Chan of Kuching has
consigned and shipped ex. S.S. "Angby" to our firm:-

120 items of R. Smoked sheets;

And whereas it is not known with which firm
has the Bill of Lading in question been pledged
and has therefore not been received;

10 And whereas it is desired that the goods be
taken delivery of in advance, the maker of this
document of guaranty, Tiang Seng Chan of No. 4
South Canal Road, Singapore, does hereby make this
document of guaranty to undertake the full
payment of any pledged against shipment in
respect of the goods for which permission is herein
sought to unload and take up, and your firm will
not be involved.

On receipt of the Bill of Lading, the same
will be produced to redeem this document.

20 Lest words of mouth bear no evidence, this
document is hereby made for reference.

To: Messrs. Straits Steamship Co., Ltd.

Dated this 6th day of November, 39th
year of the Republic of China.

Sealed (Tiang Seng Chan in Chinese).

Signed (Lee Chin Tian in Chinese).

I hereby certify that the above is
a true translation made by me of the
original which is in the Chinese language.

(Signed Illegible)

30 Sworn Interpreter,

Date 10/12/63.

Supreme Court, Singapore.

Third Parties
Exhibits

Exhibit
"T.P.8 (2)"

Translation of
Indemnity of
Tiang Seng
Chan to
Straits Steam-
ship Co. Ltd.

6th November
39th year of
the Republic
of China

Third Parties
Exhibits

Exhibit
"T.P.8 (3)"

Translation
of Indemnity
of Tiang Seng
Chan to
Straits Steam-
ship Co. Ltd.

19th October
1950

TRANSLATION

Whereas Chop Tiang Seng Chan of Sibü has con-
signed and shipped ex. S.S. "Angby" to our firm:-

240 Bales Rubber Smoked Sheets,
20 Bales Rubber Crepe,
Totalling 260 items;

And whereas it is not known with which firm
has the Bill of Lading in question been pledged and
has therefore not been received;

And whereas it is desired that the goods be
taken delivery of in advance, the maker of this
document of guaranty, Tiang Seng Chan of No. 4,
South Canal Road, Singapore, does hereby make
this document of guaranty to undertake the full
payment of any pledge against shipment in
respect of the goods for which permission is
herein sought to unload and take up, and your
firm will not be involved.

10

On receipt of the Bill of Lading, the same
will be produced to redeem this document.

20

Lest words of mouth bear no evidence, this
document is hereby made for reference.

To: Messrs. Straits Steamship Co., Ltd.

Dated this 19th day of October, 1950

Sealed (Tiang Seng Chan in Chinese).

Signed (Lee ??, in Chinese).

I hereby certify that the above is
a true translation made by me of the
original which is in the Chinese
language.

30

(Signed Illegible)

Sworn Interpreter,
Supreme Court, Singapore.

Date 10/12/63.

TRANSLATION

Whereas our Branch in Sibu has consigned and shipped ex S.S. "Angby" to our firm:-

200 Bales Rubber Smoked Sheets;

And whereas it is not known with which firm has the Bill of Lading in question been pledged and has therefore not been received;

10 And whereas it is desired that the goods be taken delivery of in advance, the maker of this document of guaranty, Tiang Seng Chan of No. 4, South Canal Road, Singapore, does hereby make this document of guaranty to undertake the full payment of any pledge against shipment in respect of the goods for which permission is herein sought to unload and take up, and your firm will not be involved.

On receipt of the Bill of Lading, the same will be produced to redeem this document.

20 Lest words of mouth bear no evidence, this document is hereby made for reference.

To Messrs. Straits Steamship Co., Ltd.

Dated this 5th day of October, 1950.

Sealed (Tiang Seng Chan in Chinese).

Signed (Lee ? ? , in Chinese).

I hereby certify that the above is a true translation made by me of the original which is in the Chinese language.

(Signed Illegible)

30

Sworn Interpreter,

Supreme Court, Singapore.

Date 10/12/63.

Third Parties
Exhibits

Exhibit
"T.P.8 (4)"

Translation
of Indemnity
of Tiang Seng
Chan to
Straits Steam-
ship Co. Ltd.

5th October
1950

Third Parties
Exhibits

Exhibit
"T.P.8 (5)"

Translation
of Indemnity
of Tiang Seng
Chan to
Straits Steam-
ship Co. Ltd.

22nd September
39th year of
the Republic
of China

TRANSLATION

Whereas our firm in Sibü has consigned and shipped ex S.S. "Angby" to our firm:-

120 Bales Rubber Smoked Sheets,
200 Bales Rubber Crepe,
Totalling 320 items;

And whereas it is not known with which firm has the Bill of Lading in question been pledged and has therefore not been received;

And whereas it is desired that the goods be taken delivery of in advance, the maker of this document of guaranty, Tiang Seng Chan of No. 4, South Canal Road, Singapore, does hereby make this document of guaranty to undertake the full payment of any pledge against shipment in respect of the goods for which permission is herein sought to unload and take up, and your firm will not be involved.

10

On receipt of the Bill of Lading, the same will be produced to redeem this document.

20

Lest words of mouth bear no evidence, this document is hereby made for reference.

To: Messrs. Straits Steamship Co. Ltd.
Dated this 22nd September, 39th year
of the Republic of China.

Sealed (Tiang Seng Chan in Chinese).

Signed (Lee ? ? , in Chinese).

(Two 10-cent and three 2-cent postage stamps affixed and chopped with the rubber stamp of Tiang Seng Chan, Singapore.).

30

I hereby certify that the above is a true translation made by me of the original which is in the Chinese language.

(Signed Illegible)

Sworn Interpreter,

Supreme Court, Singapore.

Date 10/12/63.

TRANSLATION

Whereas Chop Tiang Seng Chan in Sibu has
consigned and shipped ex. S.S. "Bentong" to our firm:-
160 Bales Rubber Smoked Sheets;

And whereas it is not known with which firm
has the Bill of Lading in question been pledged and
has therefore not been received;

10 And whereas it is desired that the goods be
taken delivery of in advance, the maker of this
document of guaranty, Tiang Seng Chan of No. 4,
South Canal Road, Singapore, does hereby make this
document of guaranty to undertake the full payment
of any pledge against shipment in respect of the
goods for which permission is herein sought to
unload and take up, and your firm will not be
involved.

On receipt of the Bill of Lading, the same will
be produced to redeem this document.

20 Lest words of mouth bear no evidence, this
document is hereby made for reference.

To Messrs. Straits Steamship Co., Ltd.

Dated this 31st (Cancelled), 28th (written
by the side) of March, 38th year of
Republic of China.

Sealed (Tiang Seng Chan in Chinese).

Signed (Lee Chin Tian in Chinese).

(1 25-cent postage stamp affixed).

30 I hereby certify that the above
is a true translation made by me of the
original which is in the Chinese
language.

(Signed Illegible)

Sworn Interpreter,

Supreme Court, Singapore.

Date 10/12/63.

Third Parties
Exhibits

Exhibit
"T.P.8 (6)"

Translation
of Indemnity
of Tiang Seng
Chan to
Straits Steam-
ship Co. Ltd.

28th March
38th year of
the Republic
of China

Third Parties
Exhibits

Exhibit
"T.P.8 (7)"

Translation
of Indemnity
of Tiang Seng
Chan to
Straits Steam-
ship Co. Ltd.

7th April
38th year of
the Republic
of China

TRANSLATION

Whereas Chop Kuong Chuong of Binatang has consigned and shipped ex. S.S. "Belage" to our firm:-

180 Bales Rubber Smoked Sheets,
2 cases Jelutong;

And whereas it is not known with which firm has the Bill of Lading in question been pledged and has therefore not been received;

And whereas it is desired that the goods be taken delivery of in advance, the maker of this document of guaranty, Tiang Seng Chan of No. 4, South Canal Road, Singapore, does hereby make this document of guaranty to undertake the full payment of any pledge against shipment in respect of the goods for which permission is herein sought to unload and take up, and your firm will not be involved.

10

On receipt of the Bill of Lading, the same will be produced to redeem this document.

20

Lest words of mouth bear no evidence, this document is hereby made for reference.

To Messrs. Straits Steamship Co., Ltd.

Dated 7th April, 38th year of the
Republic of China.

Sealed (Tiang Seng Chan in Chinese).

Signed (Lee Chin Tian in Chinese).

I hereby certify that the above is a true translation made by me of the original which is in the Chinese language.

30

(Signed Illegible)

Sworn Interpreter,

Supreme Court, Singapore.

Date 10/12/63.

TP 9

Singapore. 1st February, 1949.

Messrs. Mollers' (Malaya) Ltd.

Dear Sirs,

In consideration of your delivering to us the undermentioned Cargo ex "Elsie Moller" from Binatang & Sarikei without production of Bills of Lading we hereby indemnify you from all consequences of your so doing and engage to hand you said Bills of Lading discharged immediately on receipt.

10

The Bills of Lading are not hypothecated to any person.

Yours faithfully,

TIANG SENG CHAN & CO.,

(Signed In Chinese).

Managing Partner.

THE ENDORSEMENT OF THIS RECEIPT IS REQUIRED FOR THE CANCELLATION OF THIS RECEIPT

Third Parties Exhibits

Exhibit "T.P.9 (1)"

Indemnity Tiang Seng Chan & Co. to Mollers' (Malaya) Ltd.

1st February 1949

MARKS AND NOS. NO. OF PKGS. DESCRIPTION OF CARGO

20	Chop Kiong Chuong Binatang	70 bundles	Para Rubber Smoked Sheets
		116 bundles	Para Rubber Remilled Crepes
	Chop Bee Choon, Sarikei	<u>220 bundles</u>	Para Rubber Smoked Sheets.

CANCELLED

D/O 484 - 486

4th Feb., 1949.

PERMIT RECD.

Third Parties Exhibits

Exhibit "T.P. 9 (2)"

Indemnity of Tiang Seng Chan & Co. to Mollers' (Malaya) Ltd.

2nd February 1949

Singapore. 2nd February 1949.

Messrs. Mollers' (Malaya) Ltd.

Dear Sirs,

In consideration of your delivering to us the undermentioned Cargo ex m/v. "Elsie Moller" from Sibn without production of Bills of Lading we hereby indemnify you from all consequences of your so doing and engage to hand you said Bills of Lading discharged, immediately on receipt.

The Bills of Lading are not hypothecated to any person

Yours faithfully,

TIANG SENG CHAN & CO.,

(Signed In Chinese).

Managing Partner.

THE ENDORSEMENT OF A BANK IS REQUESTED.

10

MARKS AND NOS. NO. OF PKGS DESCRIPTION OF CARGO

160 bundles Para Rubber Smoked Sheets

CANCELLED

20

4th Feb., 1949.

Consignor: Sing Hua & Co., Sibn.

D/O 493

Singapore. 25th February, 1949

Third Parties Exhibits

Messrs. Mollers' (Malaya) Ltd.

Exhibit "T.P.9 (3)"

Dear Sirs,

Indemnity of Tiang Seng Chan & Co. to Mollers' (Malaya) Ltd.

In consideration of your delivering to us the undermentioned Cargo ex "Elsie Moller" from Binatang (Sarawak) without production of Bills of Lading we hereby indemnify you from all consequences of your so doing and engage to hand you said Bills of Lading discharged, immediately on receipt.

25th February 1949

10

The Bills of Lading are not hypothecated to any person.

F

CANCELLED.

A

Yours faithfully,

LETTER GUARANTEE

TIANG SENG CHAN & CO.,

RELEASED 26/2/49.

(Signed In Chinese)

Managing Partner.

THE ENDORSEMENT OF A LOCAL BANK IS REQUESTED.

MARKS AND NOS. NO. OF PKGS. DESCRIPTION OF CARGO

20

50 bundles Para Rubber Smoked Sheets

CANCELLED

Consignor: Chop Kiang Chuong.

D/O 706

Third Parties Exhibits

Exhibit "T.P. 9 (4)"

Indemnity of Tiang Seng Chan & Co. to Mollers' (Malaya) Ltd. 8th March 1949

Singapore. 8th March, 1949

Messrs. Mollers' (Malaya) Ltd.

Dear Sirs

In consideration of your delivering to us the undermentioned Cargo ex m.v. "Elsie Moller" from Sibuan (Sarawak) without production of Bills of Lading we hereby indemnify you from all consequences of your so doing and engage to hand you said Bills of Lading discharged, immediately on receipt.

The Bills of Lading are not hypothecated to any person.

Yours faithfully,
TIANG SENG CHAN & CO.,
(Signed In Chinese)
Managing Partner.

THE ENDORSEMENT OF A LOCAL BANK IS REQUESTED

CANCELLED

10

MARKS AND NOS. NO. OF PKGS. DESCRIPTION OF CARGO

180 bundles Para Rubber Smoked Sheets

20

Bundles One hundred and eighty only.

LETTER GUARANTEE

CANCELLED

RELEASED 15/3/49.

Consignor: Sing Hua Co.,

D/O 725

TP 11 Singapore. 24th June, 1961.

Third Parties
Exhibits

OVERSEA-CHINESE BANKING CORPORATION LIMITED

TRUST RECEIPT

Exhibit
"T.P. 11 (1)"

Gentlemen,

Trust Receipt
of Overseas-
Chinese Banking
Corporation
Limited

In consideration of your having this day handed over to $\frac{me}{us}$ Shipping Documents for goods as follows:-

24th June 1961

MARKS AND NUMBERS No.OF PACKAGES DESCRIPTION STEAMER

460 bundles	R.S.S.No.3	Hua Li
140 "	Milled Bark Scrap	

10

3rd July, 1961.

hypothecated to the Bank as collateral security for the due payment of the undermentioned drafts drawn upon $\frac{me}{us}$ by Tiang Seng Chan (S) Ltd., of Sibü.

on 1st July, 1961.

and to mature

$\frac{I}{we}$ hereby undertake to land store hold and deliver to purchasers the said goods and receive their proceeds as Trustees for you and as Agents on your behalf and not otherwise and in the event of the said goods or any portion thereof being sold and cleared before full and complete payment of the said draft or drafts $\frac{I}{we}$ pledge myself ourselves that the proceeds of such sales shall be received and retained by $\frac{me}{us}$ as Trustee(s) for you and that they shall be kept separate and apart from $\frac{my}{our}$ other monies, any to pay to you the proceeds of such sales as soon as the goods are

20

Third Parties
Exhibits.

Exhibit
"T.P.11 (1)"

Trust Receipt
of Overseas-
Chinese Banking
Corporation
Limited

24th June 1961

(continued)

realised as and when received by ^{me}us, in order that the same may be applied in or towards payment of the draft ^Iwe at the same time furnishing to you all necessary particulars to enable you to apply the same to the relative draft in each case.

And ^Iwe expressly agree that you remain the Owners of the goods and that ^{I am}we are to be and ^Iwe hereby undertake to act as your Agent(s) for the sale of the said goods and to receive and account to you for the proceeds thereof and that they shall be open to inspection at all times by you or your duly accredited representative and you are at liberty (at ^{my}our expense) if you think fit so to do to retake possession of them without any reference to or consent obtained from ^{me}us and to remove same or any part of them from the place where they have been stored to any other place you may choose and place the same under care of any one you may select and to dispose of them by sale or otherwise if so required, ^Iwe also undertake to keep the goods referred to fully insured against fire as also (if required) against marine risks and to hand over to you the amount of any claims on the underwriters; the Policies of Insurance being in the meantime held by ^{me}us as Trustee(s) for and on behalf of the Bank. 10 20

We further undertake not to sell the goods or any part thereof on credit unless with your previous consent in writing.

We the undersigned Officer/s of the Company accept for ourselves personally as well as on behalf of the Company the trust imposed by this Trust Receipt. 30

Yours faithfully,
TIANG SENG CHAN (SINGAPORE) LTD.
(Signed Illegible)
Personally and on behalf of (Signed Illegible)
General Manager.

PARTICULARS OF DRAFTS.

BANK NO.	AMOUNT OF DRAFT	DUE
Wah Tat Bank Ltd., Sibu. BEP 117 - 119	£80,000.00	1.7.61

768.

TIANG SENG CHAN (SINGAPORE) LTD.
(INCORPORATED IN SINGAPORE)

Stamped by Wah Tat Bank, Ltd. SibU, Sarawak. SIBU OFFICE 17 CHANNEL ROAD BEP No. 61/117.

1

Third Parties Exhibits

Exhibit "T.P.11 (2)"

Bill of Exchange of Tiang Seng Chan (Singapore) Ltd.,

1st June 1961.

No. 3797 (Sibu) 1/6/1961

10 Received from (Chinese Characters) D/P the sum of Dollars (Chinese Characters) 3rd July, 1961.

which amount payable on Sight Draft at Singapore to:-

(Chinese Characters) /Order

₹40,000/- per pro. TIANG SENG CHAN (S'PORE) LTD.

(SIBU OFFICE)

(Signed Illegible)

Stamped

TIANG SENG CHAN (SINGAPORE) LTD.

SINGAPORE

3rd July, 1961.

Stamp

10 cents

Sarawak

20

To:

TIANG SENG CHAN (SINGAPORE) LTD.

HEAD OFFICE

No. 4 SOUTH CANAL ROAD,

SINGAPORE, 1.

Third Parties
Exhibits

Exhibit
"T.P.11(3)"
Bill of
Exchange of
Tiang Seng
Chan (Singa-
pore) Ltd.
1st June 1961

TIANG SENG CHAN (SINGAPORE) LTD.

(INCORPORATED IN SINGAPORE)

Stamped
by Wah Tat
Bank, Ltd.
Sibu,
Sarawak. 17 CHANNEL ROAD
BEP No. 61/118

SIBU OFFICE

72

No. 3798

(Sibu) 1/6/1961.

Received from (Chinese Characters) D/P
the sum of Dollars (Chinese Characters) 26th June, 10
which amount payable on Sight Draft at 1961
Singapore to:-

(Chinese Characters) /Order

₹30,000/- per pro. TIANG SENG CHAN (S'PORE) LTD.

(SIBU OFFICE)

(Signed Illegible)

Stamped
TIANG SENG CHAN (SINGAPORE) LTD.

SINGAPORE

6th June, 1961.

20

Stamp
10 cents
Sarawak

To:

TIANG SENG CHAN (SINGAPORE) LTD.

HEAD OFFICE

No. 4 SOUTH CANAL ROAD,

SINGAPORE, 1.

771.

Third Parties
Exhibits

TP. 12

Singapore. 24th June, 1961.

Exhibit
"T.P.12"(1)

OVERSEA-CHINESE BANKING CORPORATION LIMITED

Trust Receipt
of Oversea-
Chinese Banking
Corporation
Ltd.

TRUST RECEIPT

24th June 1961

Gentlemen,

In consideration of your having this day handed over to me / us Shipping Documents for goods as follows:-

MARKS AND NUMBER	No. OF PACKAGES	Description	STEAMER	
	460 bundles	R.S.S.No.3		10
	140 "	Milled Bark Scrap	Hua Li	

3rd July, 1961.

hypothecated to the Bank as collateral security for the due payment of the undermentioned drafts drawn upon me / us by Tiang Seng Chan (S) Ltd., of Sibiu. and to mature on 1st July, 1961. I / we hereby

undertake to land store hold and deliver to purchasers the said goods and receive their proceeds as Trustees for you and as Agents on your behalf and not otherwise and in the event of the said goods or any portion thereof being sold and cleared before full and complete payment of the said draft or drafts I / we pledge myself / ourselves that the proceeds of such sales shall be received and retained by me / us as Trustee(s) for you and that they shall be kept separate and apart from my / our

20

other monies any to pay to you the proceeds of such sales as soon as the goods are realised as and when received by $\frac{me}{us}$, in order that the same may be applied in or towards payment of the drafts $\frac{I}{we}$ at the same time furnishing to you all necessary particulars to enable you to apply the same to the relative draft in each case.

10 And $\frac{I}{we}$ expressly agree that you remain the Owners of the goods and that $\frac{I \text{ am}}{we \text{ are}}$ to be and $\frac{I}{we}$ hereby undertake to act as your Agent(s) for the sale of the said goods and to receive and account to you for the proceeds thereof and that they shall be open to inspection at all times by you or your duly accredited representative and you are at liberty (at $\frac{my}{our}$ expense) if you think fit so to do to retake $\frac{I}{our}$ possession of them without any reference to or consent obtained from $\frac{me}{us}$ and to remove same or any part of them from the place where they have been stored to any other place
20 you may choose and place the same under case of any one you may select and to dispose of them by sale or otherwise if so required, $\frac{I}{we}$ also undertake to keep the goods referred to fully insured against fire as also (if required) against marine risks and to hand over to you the amount of any claims on the underwriters; the Policies of Insurance being in the meantime held by $\frac{me}{us}$ as Trustee(s) for and on behalf of the Bank.

30 We further undertake not to sell the goods or any part thereof on credit unless with your previous consent in writing.

We the undersigned Officer/s of the Company accept for ourselves personally as well as on behalf of the Company the trust imposed by this

Third Parties
Exhibits

Exhibit
"T.P.12"(1)

Trust Receipt
of Oversea
Chinese Bank-
ing Corporation
Ltd.

24th June 1961

(continued)

Third Parties
Exhibits

Exhibit
"T.P.12"(1)

Trust Receipt
of Oversea-
Chinese Bank-
ing Corpora-
tion Ltd.

24th June 1961

(continued)

Trust Receipt.

Yours faithfully,

TIANG SENG CHAN (SINGAPORE) LTD.

(Signed Illegible)

Personally and on behalf of (Signed Illegible)
General Manager.

PARTICULARS OF DRAFTS

BANK NO.	AMOUNT OF DRAFT	DUE
Wah Tat Bank Ltd., Sibu. BEP 117-119	₹80,000.00	1.7.61

10

Third Parties
Exhibits

Exhibit
"T.P.12"(1)
(continued)

The remaining 34 Trust Receipts of Exhibit
"T.P.12" are in the same form and have not been
reproduced.

TIANG SENG CHAN (SINGAPORE) LTD.
(INCORPORATED IN SINGAPORE)

SIBU OFFICE
17 CHANNEL ROAD 1

Stamped by
Wah Tat Bank
Ltd. SibU,
Sarawak.
BEP No. 60/371

Third Parties
Exhibits

Exhibit
"T.P.12 (2)"
Bill of
Exchange of
Tiang Seng
Chan (Singa-
pore) Ltd.

No. 3427 (Sibu) 7th Dec., 1960.

10 Received from (Chinese Characters) D/P
the sum of Dollars (Chinese Characters) 3rd Jan.,
which amount payable on Sight Draft 1961.
at Singapore to:-

7th December
1960

(Chinese Characters) /Order
\$30,000/- per pro. TIANG SENG CHAN (S'PORE) LTD.
(SIBU OFFICE)
(Signed Illetible)

20 Stamped
TIANG SENG CHAN (SINGAPORE) LTD.
SINGAPORE
3rd Jan., 1961.

Stamp
10 cents
Sarawak

To:
TIANG SENG CHAN (SINGAPORE) LTD.
HEAD OFFICE
No. 4 SOUTH CANAL ROAD,
SINGAPORE, 1.
10.12.1960.

Third Parties
Exhibits

30 The remaining 44 Bills of Exchange of Exhibit
"T.P.12 (2)" are in the same form and have not
been reproduced.

Exhibit
"T.P.12(2)"

Third Parties
Exhibits

Chinese Characters for

Exhibit
"T.P.13"

Mate's Receipt.

Bill of Lading.

(Not reproduced in certified record)

Exhibit
"T.P.14"
Delivery Order
to The Chin
Choo of S/S
Sing Lee.
24th June 1960

T.P.14.

24/6/1960.

To The Chin Choo of S/S Sing Lee.

Deliver to Messrs. Tiang Seng Chan. 27th June,
1960.

130 Bales rubber.

(Signed Illegible)

CANCELLED

CANCELLED

27th June, 1960.

Ex T.P. 15															Third Parties Exhibits	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		Exhibit T.P.15
Date of B.E.P.	B.E.P. No.	Amount \$	Steamer	Date of Arrival	Date B.E.P. Paid	Bundle Page No.	Trust Receipt Date	Bundle Page No.	Date Cancelled	Total Amount \$	Mate's Receipt endorsed O.C.B.C. Notify T.S.C.	Mate's Receipt Date	Mate's Receipt No. endorsed selves	Mate's Receipt Date	Schedule relating to M/V Hua Li and Hua Heng (undated)	
10	1	7.12.1960	60/371	30,000/-	Hua Heng	10.12.1960	3.1.1961	108								
	2	"	60/372	30,000/-	"	"	4.1.1961	107								
	3	"	60/373	10,000/-	"	"	4.1.1961	106	30.12.1961	1	4.1.1961	80,000/-				
	4	"	60/374	10,000/-	"	"	4.1.1961	105								
	5	13.12.1960	60/378	30,000/-	Hua Li	17.12.1960	9.1.1961	104								
	6	"	60/381	30,000/-	"	"	12.1.1961	103	5.1.1961	2	12.1.1961	80,000/-				
	7	"	60/382	20,000/-	"	"	12.1.1961	102								
	8	28.12.1960	60/395	40,000/-	Hua Li	31.12.1960	1.2.1961	101								
	9	"	60/396	30,000/-	"	"	1.2.1961	100	20.1.1961	3	1.2.1961	80,000/-				
	10	"	60/401	10,000/-	"	"	30.1.1961	99								
	11	6.1.1961	61/1	40,000/-	Hua Heng	10.1.1961	17.2.1961	98	10.2.1961	4	17.2.1961	80,000/-	1032	3.1.1961	1043	6.1.1961
20	12	"	61/2	40,000/-	"	"	17.2.1961	97					1033	4.1.1961		
	13	27.1.1961	61/22	40,000/-	Hua Li	30.1.1961	27.2.1961	96					1042	6.1.1961		
	14	"	61/23	40,000/-	"	"	1.3.1961	95	25.2.1961	5	1.3.1961	80,000/-	0948	25.1.1961	0947	23.1.1961
													0951	26.1.1961	0949	26.1.1961
													0954	27.1.1961		
	15	8.2.1961	61/29	40,000/-	Hua Heng	12.2.1961	21.3.1961	94								
	16	"	61/30	40,000/-	"	"	21.3.1961	93	14.3.1961	6	21.3.1961	80,000/-	1069	2.2.1961	1067	1.2.1961
													1073	4.2.1961		
													1078	7.2.1961		
	17	11.2.1961	61/34	30,000/-	Hua Li	14.2.1961	4.4.1961	92								
	18	"	61/35	30,000/-	"	"	30.3.1961	91	28.3.1960	7	4.4.1961	80,000/-	1080	8.2.1961		
	19	"	61/39	20,000/-	"	"	30.3.1961	90					0957	9.2.1961		
													0964	10.2.1961		
													0966	10.2.1961		

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Date of B.E.P.	B.E.P. No.	Amount \$	Steamer	Date of Arrival	Date B.E.P. Paid	Bundle Z Page No.	Trust Receipt Date	Bundle Z Page No.	Date Cancelled	Total Amount \$	Mate's Receipt endorsed O.C.B.C. Notify T.S.C.	Mate's Receipt Date	Mate's Receipt No. endorsed selves	Mate's Receipt Date
20	1.3.1961	61/46	30,000/-	Hua Li	3.3.1961	13.4.1961	89				0980	28.2.1961		
21	"	61/47	30,000/-	"	"	14.4.1961	88		10.4.1961	8	14.4.1961	70,000/-		
22	"	61/48	10,000/-	"	"	14.4.1961	87							
23	8.3.1961	61/51	30,000/-	Hua Heng	11.3.1961	20.4.1961	86				1168	7.3.1961		
24	"	61/52	20,000/-	"	"	22.4.1961	85				1113	7.3.1961		
25	"	61/53	10,000/-	"	"	22.4.1961	84	18.4.1961	9	22.4.1961	80,000/-	1118	8.3.1961	
26	"	61/54	15,000/-	"	"	22.4.1961	83				1119	8.3.1961		
27	"	61/55	5,000/-	"	"	22.4.1961	82							
28	16.3.1961	61/57	40,000/-	Hua Li	19.3.1961	27.4.1961	81	22.4.1961	10	27.4.1961	80,000/-	0990	15.3.1961	
29	"	61/58	40,000/-	"	"	27.4.1961	80				0992	15.3.1961		
30	24.3.1961	61/64	40,000/-	Hua Heng	28.3.1961	3.5.1961	79				1124	23.3.1961	1127	24.3.1961
31	"	61/65	30,000/-	"	"	3.5.1961	78	27.4.1961	11	3.5.1961	80,000/-	1123	23.3.1961	
32	25.3.1961	61/66	10,000/-	"	"	28.4.1961	77				1121	21.3.1961		
33	30.3.1961	61/68	35,000/-	Hua Li	2.4.1961	8.5.1961	76				1147	25.3.1961		
34	"	61/69	35,000/-	"	"	11.5.1961	75	6.5.1961	12	11.5.1961	70,000/-	03702	28.3.1961	03704 29.3.1961
35	7.4.1961	61/73	30,000/-	Hua Heng	12.4.1961	15.5.1961	74				03711	30.3.1961		
36	"	61/74	30,000/-	"	"	16.5.1961	73	12.5.1961	13	16.5.1961	80,000/-	1175	7.4.1961	
37	8.4.1961	61/76	10,000/-	"	"	16.5.1961	72							
38	"	61/77	10,000/-	"	"	16.5.1961	71							

Third Parties Exhibits
Exhibit T.P.15
Schedule relating to M/V Hua Li and Hua Heng
(undated)
(contd.)

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

No. 6 of 1969

ON APPEAL FROM
THE FEDERAL COURT OF MALAYSIA
HOLDEN AT SINGAPORE
(Appellate Jurisdiction)

B E T W E E N :

1. CHAN CHENG KUM
2. HUA SIANG STEAMSHIP CO. LTD. Appellants
(Defendants)

- and -

1. WAH TAT BANK LIMITED
2. OVERSEA-CHINESE BANKING
CORPORATION LIMITED Respondents
(Plaintiffs)

RECORD OF PROCEEDINGS

VOLUME III

(Pages 694 to 778)

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