

PC  
C.M.G.

31, 1954

No. 46 of 1953

In the Privy Council.

ON APPEAL  
FROM THE APPEAL COURT IN HONG KONG

BETWEEN

JUAN YSMAEL & COMPANY INCORPORATED - - - - - *Appellants.*

AND

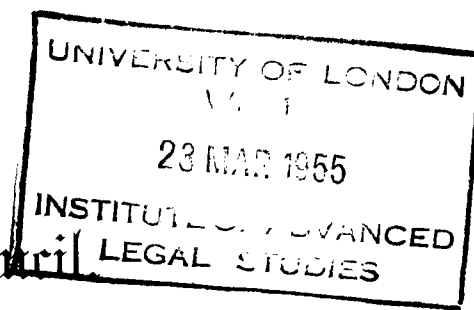
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA *First Respondents.*  
ANTHONY LOH TRADING AS A. W. KING - - - - - *Second Respondent.*

RECORD OF PROCEEDINGS

MESSRS. REID SHARMAN & CO.,  
36, Bedford Row, W. C. 1.  
*Solicitors for the Appellants.*

MESSRS. MARKBY, STEWART & WADESONS,  
5 Bishopsgate, E.C. 2,  
*Solicitors for the First Respondents.*

In The Privy Council



No. 46 of 195.3

38084

ON APPEAL

FROM THE APPEAL COURT OF HONG KONG

BETWEEN

JUAN YSMAEL & COMPANY INCORPORATED

*Appellants*

AND

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA -

*First Respondents*

ANTHONY LOH TRADING AS A. W. KING -

*Second Respondent*

RECORD OF PROCEEDINGS

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3	6	Minutes of filing of Documents	30th June, 1952
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# In The Privy Council.

## ON APPEAL FROM THE APPEAL COURT OF HONG KONG

BETWEEN

JUAN YSMAEL & COMPANY INCORPORATED - *Appellants*

AND

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA *First Respondents*  
ANTHONY LOH TRADING AS A. W. KING *Second Respondent*

10

## RECORD OF PROCEEDINGS

No. 1

WRIT OF SUMMONS

(24th June, 1952)

IN THE SUPREME COURT OF HONG KONG  
ADMIRALTY JURISDICTION  
ACTION NO. 6 OF 1952.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 1  
Writ of  
Summons.  
24th June, 1952.

BETWEEN

ANTHONY LOH TRADING AS A. W. KING Plaintiff

against

20

THE SHIP "TASIKMALAJA" Defendant

ELIZABETH II by the Grace of God, of Great Britain, Ireland and of the British Dominions beyond the Seas, QUEEN, Defender of the Faith.

To:

the owners and all others interested in  
the ship "TASIKMALAJA"

30 We command you that, within one week of the service of this Writ, exclusive of the day of such service, you do cause an appearance to be entered for you in Our Supreme Court of Hong Kong in the above-named action; and take notice that, in default of your so doing, the said action may proceed, and judgment may be given in your absence.

WITNESS The Honourable Sir Gerard Lewis Howe, Kt., Q. C., Chief Justice of Our said Court, the 24th day of June, 1952.

(L.S.)

(Sd.) R. WINTER,  
Registrar.



## STATEMENT OF CLAIM

In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.

No. 1  
Writ of  
Summons.  
24th June, 1952.  
continued.

1. The Plaintiff is Anthony Loh trading as A. W. King of Room No. 9 Mezz. floor, Telephone House, Des Voeux Road, Central, Hong Kong. The Plaintiff claims from the Defendant ship Hong Kong Dollars Twenty-five thousand five hundred and eighty-six (HK\$25,586.00) being for Ship's necessaries as follows:—

Bill Nos. 6001-2/52	..	..	HK\$23,380.00	
Partial payments received on various dates			12,280.00	
			<hr/>	
		Balance due	HK\$11,100.00	
			<hr/>	
Bill No. 6003/52	..		HK\$14,486.00	10
			<hr/>	
		Total Balance due	HK\$25,586.00	
			<hr/> <hr/>	

2. This Writ was issued by Messrs. Stewart & Co., solicitors of Wang Hing Building, No. 10, Queen's Road Central, Victoria in the Colony of Hong Kong.
3. All documents required to be served upon the Plaintiff in the action may be left for him at the office of Messrs. Stewart & Co.

(Sd.) STEWART & CO.,  
Solicitors for the Plaintiff.

No. 2  
Warrant.  
24th June, 1952.

No. 2  
WARRANT

20

(24th June, 1952)

Elizabeth II by the Grace of God, of Great Britain, Ireland and the British Dominion beyond the Seas, QUEEN, Defender of the Faith.

To:

the Bailiff of Our Supreme Court of Hong Kong.

We hereby command you to arrest the ship "TASIKMALAJA" and to keep the same under safe arrest until you shall receive further orders from us.

Given at Victoria in the Colony of Hong Kong in our said Court under the Seal thereof this 24th day of June, 1952.

30

(Warrant)

Taken out by Messrs. Stewart & Co., solicitors for the Plaintiff.

(L.S.)

(Sd.) R. WINTER.  
Registrar.

No. 3

**MEMO FROM HEAD BAILIFF TO DIRECTOR OF MARINE**

(25th June, 1952)

From: Head Bailiff, Supreme Court. To Director of Marine.

Ref: A. J. 6/52.

25th June, 1952.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 3  
Memo from  
Head Bailiff to  
Director of  
Marine.  
25th June, 1952.

.....

**ADMIRALTY JURISDICTION No. 6 of 1952**

**The ship "TASIKMALAJA"**

Please note that the ship "Tasikmalaja" has now been arrested by the Bailiff of the Supreme Court in the above action.

10

(Sd.) L. ALLTREE,  
Head Bailiff, S.C.

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No. 4

**MEMORANDUM OF APPEARANCE BY JUAN YSMAEL  
& COMPANY INCORPORATED**

(27th June, 1952)

No. 4  
Memorandum  
of Appearance  
by Juan  
Ysmael  
& Co. Inc.  
27th June, 1952.

20 TAKE NOTICE that I appear for the ship "Tasikmalaja" and for Juan Ysmael & Company Incorporated, a domestic Filipino corporation duly organized and existing under and by virtue of the laws of the Philippine Islands, with registered office and postal address at Rooms Nos. 217/221 Consolidated Investments Building, Plaza Goiti, in the city of Manila in the Philippine Islands, sole owners of the said ship "Tasikmalaja" as Defendants in this action.

Dated the 27th day of June, 1952.

(Sd.) MARCUS DA SILVA,

Solicitor for the ship "Tasikmalaja"  
and for Juan Ysmael & Company  
Incorporated.

My place of business is at Rooms Nos. 107/109 Gloucester Building, First Floor, Victoria in the Colony of Hong Kong.

The address for service is as aforesaid.

30

(Sd.) MARCUS DA SILVA.

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*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 5

**APPEARANCE UNDER PROTEST BY THE GOVERNMENT  
OF THE REPUBLIC OF INDONESIA**

(30th June, 1952)

No. 5  
Appearance  
under Protest  
by the  
Government of  
the Republic of  
Indonesia.  
30th June, 1952.

**UNDER PROTEST**

TAKE NOTICE that we appear for the Government of the Republic of Indonesia the owner of the abovenamed ship in this action, without prejudice to an application to the Court to dismiss the action.

This appearance is to stand as unconditional unless the Defendant applies within 10 days for such dismissal as aforeaid. 10

Dated the 30th day of June, 1952.

(Sd.) WILKINSON & GRIST.

Solicitors for the owner of the above-named Defendant ship whose address for service is No. 2 Queen's Road Central, Victoria in the Colony of Hong Kong.

No. 6  
Notice of  
Motion by the  
Government of  
the Republic of  
Indonesia on  
grounds of  
Impleading.  
9th July, 1952.

No. 6

**NOTICE OF MOTION BY THE GOVERNMENT OF THE  
REPUBLIC OF INDONESIA ON GROUNDS  
OF IMPLEADING**

20

(9th July, 1952)

TAKE NOTICE that on Thursday the 10th day of July, 1952 at 12 noon a.m. in the forenoon or so soon thereafter as Counsel can be heard by Counsel the Government of the Republic of Indonesia will by Counsel move the Judge in Court for an Order that the Writ of Summons and all subsequent proceedings herein be set aside with costs on the following grounds:—

1. That this action impleads a Foreign Sovereign State namely the Government of the Republic of Indonesia. The said Government is unwilling to submit to the jurisdiction of this Honourable Court. 30
2. That the said steamship is the property of the Government of the Republic of Indonesia.
3. Further or alternatively that the said Steamship is and at all material times was in the possession and effective control of the said Government by its duly authorised agents.
4. That the said Government is and was at all material times entitled to possession of the said Steamship.
5. That the claim in this case is against a Foreign Sovereign State and the Court has no jurisdiction or alternatively will not exercise its jurisdiction to decide the same. 40

6. That a claim to the said steamship is being made by a Foreign Sovereign State and the Court has no jurisdiction or alternatively will not exercise its jurisdiction to decide the validity of the said claim.

*In the Supreme Court of Hong Kong Admiralty Jurisdiction.*

Dated the 9th day of July, 1952.

(Sd.) WILKINSON & GRIST.

Solicitors for the Government of the Republic of Indonesia.

No. 6  
Notice of Motion by the Government of the Republic of Indonesia on grounds of Impleading.  
9th July, 1952.  
*continued.*

To the Plaintiffs and to Messrs. Stewart & Co., his Solicitors, and to M. A. da Silva, Esq., Solicitor for Juan Ysmael & Co., Inc.

10

No. 7

**NOTICE OF CAVEAT RELEASE**

(28th July, 1952)

TAKE NOTICE that Juan Ysmael & Company Incorporated Defendants in the abovenamed action apply for a Caveat against the release of the abovenamed Defendant ship "Tasikmalaja".

Dated the 28th day of July, 1952.

(Sd.) MARCUS DA SILVA.

Solicitor for Juan Ysmael & Company Incorporated.

No. 7  
Notice of Caveat Release.  
28th July, 1952.

20

No. 8

**AFFIDAVIT OF PETER JOHN GRIFFITHS**

(9th July, 1952)

I, PETER JOHN GRIFFITHS of No. 2 Queen's Road Central Victoria in the Colony of Hong Kong, Solicitor, hereby make oath and say as follows:—

1. I have been instructed in this Action by the Government of the Republic of Indonesia through the Consul General in Hong Kong of the said Government.
2. I have been instructed by the Consul General to challenge the jurisdiction of the Court in this Action on the grounds set forth in the Notice of Motion.
3. A lengthy Affirmation by the Consul General setting forth facts and stating that his Government declines to sanction these proceedings is now in the course of preparation but owing to the necessity of obtaining certain documents from Djakarta it has been impossible to complete the same to date. The said Affirmation will be filed shortly when all documents are to hand.

30

AND LASTLY the contents of this my affidavit are true.

Sworn etc.

No. 9  
Peter John Griffiths' Affidavit.  
9th July, 1952.

**AFFIRMATION OF JOHNNY DIONYSIUS MANDAGI**

(9th July, 1952)

No. 9

Johnny  
Dionysius  
Mandagi's  
Affirmation.  
9th July, 1952.

I, JOHNNY DIONYSIUS MANDAGI do hereby solemnly sincerely and truly affirm and say as follows:—

1. I confirm that from the 30th day of June, 1952 I as Captain appointed by the Consul General have been in command of the vessel and that all the forty-one Indonesian members of the crew and six of the seven Filipinos on board have been obeying my orders. I confirm that at all times I and the forty-one Indonesian members of the crew have been ready and willing to obey the orders of the Consul General and were at no material times prepared to obey nor did we ever obey any commands of Captain Silos in defiance of the authority of the said Government. I am authorised to make this statement with full knowledge and authority of all the Indonesian members of the crew and both on their and my behalf. 10
2. I am in possession of the vessel subject to the arrest by the Court holding for and on behalf of the Government of the Republic of Indonesia under the instructions of the Consul General.

AND lastly the contents of this my Affirmation are true.

Affirmed etc.

20

No. 10

Jules  
Walandouw's  
Affirmation.  
9th July, 1952.

No. 10

**AFFIRMATION OF JULES WALANDOUW**

(9th July, 1952)

I, JULES WALANDOUW do hereby solemnly sincerely and truly affirm and say as follows:—

1. I have read the Affirmation to be filed herein by Captain Mandagi. I am and have at all material times been Purser on the abovementioned vessel.
2. I confirm the facts referred to in the Affirmation of Captain Mandagi and say that the forty-one Indonesian members of the crew and six of the Filipinos have been obeying the orders of Captain Mandagi since the 30th day of June 1952. I say that I and all the Indonesian members of the crew have been at all times and are completely loyal to our Government and that the control and possession of the vessel is in the hands of Captain Mandagi and the Indonesian members of the crew. We hold for and on behalf of our Government subject to the instructions of the Consul General in Hong Kong. We have never obeyed or been prepared to obey any orders given by Jose Maria Silos in defiance of the authority of our Government. 30

AND lastly the contents of this my Affirmation are true.

Affirmed etc.

## No. 10A

**Evidence adduced on behalf of the Government of the Republic of Indonesia Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

## AFFIRMATION OF KWEE DJIE HOO

(16th July, 1952)

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 10A  
Kwce Djie  
Hoo's  
Affirmation.  
16th July, 1952.

10 I, KWEE DJIE HOO do hereby solemnly sincerely and truly affirm and say as follows:—

1. I am the Consul General for the Government of the Republic of Indonesia in Hong Kong.
2. The vessel against which the Writ has been issued in this Action was chartered by my Government from Messrs. Juan Ysmael and Co. Incorporated (hereinafter referred to as "the said Company") on the 1st day of January 1951 whilst she was lying in the Port of Djakarta in the Republic of Indonesia. This Charter Party was for three months expiring on the 31st day of March 1951. Fresh Charter Parties were entered into between the said Company and my Government as follows:—
  - (a) On the 1st day of April 1951 for three months.
  - 20 (b) On the 1st day of July 1951 for six months.
  - (c) On the 1st day of January 1952 for six months expiring on the 30th day of June 1952.

I am informed by Major Pamoerahardjo and verily believe that each Charter Party included a clause providing an option for sale in favour of the Charterers. A copy of the last Charter Party is now produced and shown to me and marked Exhibit "KDH-1"

- 30 3. I refer to Article II of Exhibit "KDH-1". The said vessel was used during the charter period for troop carrying which was the object for which it was chartered. The vessel was entirely at the disposal of the Ministry of Defence for State purposes and was not at any time used by my Government for commercial trading.
 

Exhibit KDH-1  
Ref. No. 1 (19  
in A.J. 8)
4. At the time of charter the said vessel then named S/S "Christobal" was under Panamanian Registry and flying the Panamanian flag.
5. On the 13th February 1952 the said vessel was sailing from Macassar to Djakarta when a contract for sale was entered into in favour of my Government. A copy of the Contract of Sale is now produced and shown to me and marked Exhibit "KDH-2". I refer to Article III thereof. In pursuance of that Article my Government ordered the vessel to Hong Kong so that repairs and remodelling of the ship could be effected and in order that the transfer of the vessel to the Indonesian flag could be carried out there being no Panamanian Diplomatic or Consular representative in Indonesia.
 

Exhibit KDH-2  
Ref. No. 2 (20  
in A.J. 8)

40

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

—  
No. 10A  
Kwee Djie  
Hoo's  
Affirmation.  
16th July, 1952.  
*continued.*

6. The vessel proceeded to Hong Kong under the orders of my Government and arrived in Hong Kong on the 13th day of March 1952 captained by Captain Aguado and having a crew of fifty-two Indonesians, one Dutchman, one American and nineteen Filipinos. The Captain and crew at all times took orders from and obeyed the instructions of my Government and whilst in Hong Kong from me as Consul General on behalf of my Government.

7. A representative of the Ministry of Defence of my Government Major Pamoerahardjo came to Hong Kong on or about the 11th day of March 1952 and called for estimates for the repairs and remodelling of the ship for troop carrying purposes. 10

8. A Bill of Sale was executed on the 17th day of March 1952 thereby completing the sale of the said vessel to my Government. A copy of the relevant Bill of Sale is now produced and shown to me and marked Exhibit "KDH-3" At no time from the 17th March 1952 to the 27th June 1952 the date of the issue of the Writ in Admiralty Action No. 8 of 1952 did I receive any intimation whatsoever that the said Company were in any way impugning or challenging the validity of the said sale. On the 9th day of April, 1952 I wrote to the Director of Marine, Hong Kong, informing him that the vessel had been transferred to the Ministry of Defence of my Government and would be sailing under the Indonesian flag. 20

Exhibit KDH-3  
Ref. No. 3 (21  
in A.J. 8)

9. There is produced and shown to me and marked Exhibit "KDH-4" a copy of a Power of Attorney dated 8th November 1950 made by the Plaintiffs in favour of Frank C. Starr empowering him to sell the said vessel. I am informed by Major Pamoerahardjo and verily believe that although the Power of Attorney states that the said vessel was under charter to my Government at the time of execution of the Power of Attorney this is not strictly correct, that the vessel was sent to Sourabaya by the Plaintiffs at the request of my Government with a view to charter or to buy and that on arrival in Sourabaya she had to go into Dock for repairs and this reason the charter party negotiations were not finalised until the 1st day of January 1951 when the first Charter Party was entered into. There is also produced and shown to me and marked Exhibit "KDH-5" a copy of a letter dated the 6th day of March, 1951 addressed by the said Company to the said Frank C. Starr confirming his authority to sell. I am informed by Mr. Peter Mo of Messrs. Wilkinson & Grist and verily believe that both these documents were produced by the said Frank C. Starr at the time of execution of the Bill of Sale referred to in Clause 8 hereof. On the 26th day of February 1952 by telegraphic transfer No. 124/DKT/1680 of the Java Bank Djakarta the sum of US\$70,000.00 was transferred to the American Trust Company, Sacramento, California, by the Ministry of Defence of my Government. This represented the balance due on purchase of the vessel under the Contract of Sale (Exhibit "KDH-2"). The transfer was made in favour of Frank C. Starr on his instructions and although under Article 2 the transfer was to be made to Singapore the said Frank C. Starr instructed the transfer to be 30 40

Exhibit KDH-4  
Ref. No. 4 (22  
in A.J. 8)

Exhibit KDH-5  
Ref. No. 5 (23  
in A.J. 8)

Exhibit KDH-2  
Ref. No. 2 (20  
in A.J. 8)

made to the American Trust Company in Sacramento to avoid exchange difficulties and on the lines of Article III of the Charter Party. I refer to Article III of the Charter Party (Exh. "KDH-1"). A copy of the Telegraphic Transfer advice is now produced and shown to me and marked Exhibit "KDH-6."

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

—  
No. 10A  
Kwee Djie  
Hoo's  
Affirmation.  
16th July, 1952.  
*continued.*

- 10 10. The registration of the said vessel was changed from Panamanian Registry to Indonesian Registry on the 17th day of April 1952 and on the same day the vessel was officially registered at the Indonesian Consulate by me as Consul General acting on behalf of the Ministry of Communications of the Republic of Indonesia. Under the appropriate Indonesian Government regulations a vessel in foreign waters may be validly registered at the appropriate Indonesian Consulate General and such registration is to be renewed in Indonesia within six months. The registration of this vessel will be renewed at the Port of Djakarta. The transfer of registration was carried out with the knowledge and consent of the Panamanian Consul General. I personally made the necessary arrangements with the Panamanian Consul General. The Indonesian flag was raised on the vessel on the 16th day of April 1952 and has been flying during daylight hours since except as mentioned in paragraph 16 hereof. At a ceremony on board the vessel on the 16th day of April 1952 conducted by Captain Aguado the Indonesian flag raising took place in my presence and in the presence of officials of the Panamanian Consulate General and the crew including Mr. Silos their first mate. The Captain on behalf of the crew in an address to me undertook to continue to be loyal servants and to obey the orders of my Government. There is now produced to me and marked Exhibit "KDH-7" an extract from the South China Morning Post of the 17th day of April 1952 containing a short report of the ceremony. I confirm that the Panamanian flag was lowered by Mr. G. O. Castilho, Secretary of the Panamanian Consulate General.

Exhibit KDH-1  
Ref. No. 1 (19  
in A.J. 8)

Exhibit KDH-6  
Ref. No. 6 (24  
in A.J. 8)

Exhibit KDH-7  
Ref. No. 7 (25  
in A.J. 8)

- 30 11. The repairs to the vessel referred to above are being carried out on my Government's orders and paid for by my Government. It was decided by my Government not to remodel the ship but only to repair in view of the expense. I have paid on behalf of my Government to the Hong Kong & Whampoa Dock Co., Ltd. HK\$200,000.00 as partial payment in respect of the said repairs and hold receipts therefor. The vessel was delivered to the Hong Kong & Whampoa Dock Co., Ltd. on the 12th day of May 1952 on the instructions of my Government for repairs as above mentioned and is still at the dockyard premises of the said Company.
- 40 12. I am informed by Major Pamoerahardjo and verily believe that on the 9th day of May 1952 Captain Aguado left the vessel and was repatriated to Manila at the expense of my Government and that he had left with the consent of Major Pamoerahardjo for the purpose of attending the marriage of his daughter and for holidays in his native country. The mate Mr. Silos was then appointed Acting Captain by Major Pamoerahardjo pending the arrival of Captain J. A. Martens from Djakarta who had been instructed by my Government to come to Hong Kong and take over the vessel and on completion of the repairs.



*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

—  
No. 10A  
Kwee Djie  
Hoo's  
Affirmation.  
16th July, 1952.  
*continued.*

Exhibit KDH-8  
Ref. No. 8 (26  
in A.J. 8)

Exhibit KDH-9  
Ref. No. 9 (27  
in A.J. 8)

Exhibit KDH-10  
Ref. No. 10 (28  
in A.J. 8)

Exhibit KDH-11  
Ref. No. 11 (29  
in A.J. 8)

Exhibit KDH-12  
Ref. No. 12 (30  
in A.J. 8)

Exhibit KDH-13  
Ref. No. 13 (31  
in A.J. 8)

Exhibit KDH-10  
& 11  
Ref. No. 10 & 11  
(28 & 29 in  
A.J. 8)

Exhibit C  
Ref. No.—(3  
in A.J. 8)

13. The wages of Acting Captain Silos and the Filipino and Indonesian crew were paid through my Consulate by my Government for the months of April, May and June 1952. As and from the 16th day of April Captain Silos and the crew were servants of my Government and were paid and took instructions from me on behalf of my Government.
14. There is now produced and shown to me and marked Exhibit "KDH-8" a copy of the payroll for the month of April 1952. All the wages referred to in the payroll including those of J. M. Silos who signed for the same were paid through my Consulate. There is also produced and shown to me and marked Exhibit "KDH-9" a roll of advance payments made on the 3rd day 10 of May 1952 against salary for the month of May 1952. These funds were similarly paid by my Government through the Consulate in Hong Kong. There is also produced and shown to me and marked Exhibit "KDH-10" a copy of the payroll for the month of May 1952. There is also produced and shown to me and marked Exhibit "KDH-11" a copy of a receipt for an advance against wages to Acting Captain Silos and dated the 21st day of June 1952.
15. I am informed by my daughter and verily believe that at about 7 p.m. on the 25th June 1952 Captain Silos telephoned to my private residence to report that the vessel had been arrested on the instructions of the Hong 20 Kong Courts. On the same day Acting Captain Silos sent a written report dated the 25th day of June 1952. A copy of this report is now produced and shown to me and marked Exhibit "KDH-12." No notice from the Court or from any Solicitors or from the Plaintiffs had been received by me of any contemplated action against the vessel. I received a notice from Messrs. Stewart & Co. only after the arrest had been completed and a copy of such notice is now produced and shown to me and marked Exhibit "KDH-13." The person named J. W. Kuitert referred to in Exhibits "KDH-10" and "KDH-11" was a technical adviser in the employ of my Government who had been sent to Hong Kong to advise us on the repairs and remodelling of 30 the said vessel and to supervise the same. I point out that the personnel alleged to have signed a declaration on the 27th June 1952 as stated in Exhibit "C" to the Affidavit of Jose Maria Silos dated 5th July, 1952 and filed in Admiralty Jurisdiction Action No. 8 of 1952 are included in Exhibit "KDH-10" as paid employees of my Government.
16. On Saturday the 27th June, 1952 Mr. Walandouw the Indonesian purser reported to me that Acting Captain Silos had suddenly objected to the Indonesian flag being permitted to fly on the vessel. Later that day I learned that a further Action namely Admiralty Jurisdiction Action No. 8 of 1952 had been started. I was also informed by the said Mr. 40 Walandouw and verily believe as follows: that in accordance with normal practice the flag was being lowered each evening and raised the following morning; that on the morning of the 28th June the Indonesian crew looked for the flag in order to raise it but were unable to find it as it had apparently been hidden; that the flag mast was put out of order by Jose Maria Silos by his cutting the rope by which the flag is raised. I immediately wrote to Captain Silos on receiving this information from Mr. Walandouw telling him the flag must be flown and I am informed by the said Mr. Walandouw

and verily believe that on the 30th June 1952 Mr. Silos produced the flag which was immediately raised by the Indonesian crew who had replaced the rope and has been raised during daylight hours since. No notice of this action was given to me as Consul General of the Republic of Indonesia under whose registry the vessel was prior to and at the time of the commencement of these proceedings except Exhibit "KDH-13" which I repeat was received only after the arrest had been effected in this Action. On Monday I received a reply from Silos that I was not in a position to give him orders and he would not take any further orders from me. I immediately gave him notice of dismissal and appointed Captain Mandagi as Captain of the vessel and whom the Indonesian members of the crew have obeyed ever since. The notice of dismissal given by me on the 30th day of June, 1952 to Acting Captain Silos was not for any purpose of changing the status quo on the vessel but was given by me to him on behalf of my Government as a servant who had wilfully disobeyed orders.

10

17. Prior to the 27th day of June, 1952 there was to my knowledge no indication of disloyalty by Acting Captain Silos or any member of the crew. Both Acting Captain Silos and the crew had up to that date obeyed all instructions issued by me to them.

18. There is now produced to me and marked Exhibit "KDH-14" a copy of the Certificate of Nationality issued by me in respect of the said vessel.

20

19. There is now produced and shown to me and marked Exhibit "KDH-15" a statement which was interpreted on my instructions to all the Indonesian Members of the crew of the S/S "Tasikmalaja" on the 15th day of July 1952 and signed by them in the presence of a member of my Consular Staff. The Indonesian text is a true translation of the English and marked Exh. "KDH-15a"

20. All supplies of food to the vessel since April have been paid for by my Consulate. Such supplies have been continued since these proceedings and have been and will be paid for by me on behalf of my Government. The supplies are for the Filipino and Indonesian members of the crew and Acting Captain Silos and the Bailiffs' watchmen have been partaking thereof.

30

21. I am advised that according to the normal procedure notice is given to the Consul General before a ship under foreign flag is arrested by the Courts of this Colony and I protest that it was not done in this case.

40

22. I say that the S/S "Tasikmalaja" against which the present proceedings are directed is an Indonesian steamship registered in the Indonesian Consulate, Hong Kong; that the vessel is owned by the Government of the Republic of Indonesia and has been and is intended to be used for State purposes; that my Government has the right to possession thereof; and that my Government is now and has been at all material times in possession and control of the said vessel through its servants. I further say that my Government declines to sanction the institution of these proceedings in this Court against the said vessel.

AND LASTLY the contents of this my Affirmation are true.

Affirmed etc.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

—  
No. 10A  
Kwee Djie  
Hoo's  
Affirmation.  
16th July, 1952.  
*continued.*

Exhibit KDH-14  
Ref. No. 14 (32  
in A.J. 8)

Exhibit KDH-15  
Ref. No. 15 (33  
in A.J. 8)

Exhibit KDH-  
15a  
Ref. No. 16 (34  
in A.J. 8)

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

—  
No. 10B  
Pamoe  
Rahardjo's  
Affirmation.  
15th August,  
1952.

**Evidence adduced on behalf of the Government of the Republic of Indonesia Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

**AFFIRMATION OF PAMOE RAHARDJO**

(15th August, 1952)

I, PAMOE RAHARDJO now care of the Indonesian Consul General, Hong Kong a Major in the Army of the Republic of Indonesia do solemnly sincerely 10  
and truly affirm and say as follows:—

1. I am an Officer attached to the Secretary General of the Ministry of Defence of the Government of the Republic of Indonesia. All matters relating to transportation for the Armed Forces are dealt with by the Ministry of Defence including the charter and purchase of ships.
2. I have read and have had explained to me the Affidavits of Khalil Khodr filed herein on the 26th day of July 1952, the Affidavit of Jose Briones filed herein on the 27th day of July 1952, the Affidavit of Yssmat Khodr filed herein on the 26th day of July 1952 and the Affidavit of Jose Maria Silos filed herein on the 26th day of July, 1952. 20
3. I have read the Charter Parties granted by the Plaintiffs to my Government in respect of the "Tasikmalaja." I refer to the second, third and fourth Charter Parties and to the option therein given to my Government to purchase the said vessel for the sum of U.S.\$450,000:00 and to the provisions in the said Charter Parties regarding the deduction of the Charter hire from the said purchase price. I say that it is evident from the second and subsequent Charter Parties that the allegations in the Affidavit of Khalil Khodr that the same contained no option to purchase are quite untrue.
4. I deny each and every allegation of fraud, conspiracy or dishonesty alleged 30  
against me in the said Affidavits and in this connection I say as follows:—
  - (i) It is untrue that the fourth Charter Party (Exhibit "KDH-1") was fraudulently prepared by Frank C. Starr and myself for the purposes of this case.
  - (ii) The conversations alleged to have taken place between Frank C. Starr and me in paragraph 5 of the Affidavit of Jose Briones and the telephone conversation alleged in paragraph 16 of the Affidavit of Khalil Khodr are complete fabrications and neither conversation ever took place.

(iii) The said Jose Briones never conveyed to me any such communications as are alleged in paragraphs 15 and 17 of the Affidavit of Khalil Khodr.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

(iv) The interpretation sought to be put in paragraph 18 of the Affidavit of Khalil Khodr on my letter (Exhibit KK-K1) is incorrect and quite unjustifiable and I refer this Honourable Court to the terms of the said letter.

No. 10B  
Pamoe  
Rahardjo's  
Affirmation.  
15th August,  
1952.  
*continued.*

(v) I dealt with Frank C. Starr as the duly appointed and authorised agent of Juan Ysmael & Co. Incorporated to sell the "Tasikmalaja" and in the belief that he had full and lawful power and authority to sell the said vessel to my Government and I refer to the second paragraph of KK-T1.

Exhibit KK-K1  
Ref. No.—(62  
in A.J. 8)

(vi) I deny instructing Jose Briones to keep the arrival of the said vessel in Hong Kong a secret as alleged in paragraph 27 of the Affidavit of Khalil Khodr. With regard to Exhibits KK-V1 and KK-W1 attached to the said Affidavit I say that the purpose of these cables was to enable the said Frank C. Starr and Jose Briones to try to obtain commission from the Taikoo Dockyard for introducing the business of repairing the said vessel.

Exhibit KK-T1  
Ref. No.—(72  
in A.J. 8)

(vii) With regard to the voluminous correspondence exhibited to the said Affidavit of Khalil Khodr I say that it shows that the said K. H. Hemady, despite the fact that he was well aware of the option binding upon Juan Ysmael & Co. Incorporated to sell the vessel to my Government, was throughout trying to obtain a higher purchase price in breach of the terms of the option. I draw attention to paragraph 12 of the said Affidavit of Khalil Khodr which shows that copies of the third Charter Party were seen and approved by the said K. H. Hemady and at all times thereafter he was well aware of the option clause and the price stipulated therein, namely U.S.\$450,000:00 and the provisions giving credit for payment of charter hire. I say that the said correspondence shows the efforts made by the said K. H. Hemady to evade the option clause and to put a higher purchase price on the vessel, despite the fact that Juan Ysmael & Co. Incorporated well knew that they were bound by the solemn contracts made by their duly authorised agent the said Frank C. Starr. I also refer to Exhibit "KK-P1" whereby I made it quite clear that the terms of purchase had already been settled and agreed by Mr. Starr as Attorney for Juan Ysmael & Co. Incorporated.

Exhibit KK-V1  
& W1  
Ref. No.—(74 &

Exhibit KK-P1  
75 in A.J. 8)  
Ref. No.—(67  
in A.J. 8)

5. With regard to the payment of wages there is produced to me and marked Exhibit "PR-1" a copy of a letter from Capt. Aguado dated the 25th day of March 1952 together with the list of personnel therein referred to. On the 1st day of April 1952 I went back to Djakarta with this information at the request of the Consul General and I arranged for my Government to send the necessary funds to him to pay the crew members. I arranged this with the Financial Department of the Ministry of Defence.

Exhibit PR-1  
Ref. No. 17 (35  
in A.J. 8)

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 10B  
Pamoe  
Rahardjo's  
Affirmation.  
15th August,  
1952.  
*continued.*

Exhibit PR-2  
& 3  
Ref. No. 18 & 19  
(36 & 37 in  
A.J. 8)

Exhibit PR-4  
Ref. No. 20 (38  
in A.J. 8)

6. In reply to paragraphs 4, 5 and 8 of the Affidavit of Jose Maria Silos filed herein on the 26th day of July 1952 I produce two letters and marked Exhibits "PR-2" and "PR-3" from the former Captain of the said vessel Aguado which I was informed by Frank C. Starr and verily believe were sent to him by the said Captain Aguado and which were handed to me by the said Frank C. Starr in Djakarta and I say that it is inconceivable that the said Jose Maria Silos did not know of the sale of the said vessel to my Government especially as he was first mate of the said vessel at the date of the flag-raising ceremony and I refer in this connection to paragraph 16 of the Affirmation of Kwee Djie Hoo filed herein on the 16th day of July 1952 I now produce and marked Exhibit "PR-4" a cable sent to me by (amongst others) the said Jose Maria Silos on the 21st day of April 1952 which is quite inconsistent with his allegations that he was a servant of Juan Ysmael & Co. Inc. and did not know of the said sale. 10
7. The above facts have been read over and explained to me.  
AND lastly the contents of this my Affirmation are true.

Affirmed, etc.

No. 10C  
Kwee Djie  
Hoo's 2nd  
Affirmation.  
15th August,  
1952.

No. 10C

**Evidence adduced on behalf of the Government of the Republic of Indonesia Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.** 20

**AFFIRMATION OF KWEE DJIE HOO**

(15th August, 1952)

I, KWEE DJIE HOO do hereby solemnly sincerely and truly affirm and say as follows:—

1. I have read the Affidavit of Khalil Khodr filed herein on the 26th day of July, 1952.
2. With regard to paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 of the said Affidavit I am advised that it is not necessary for me to deal with the allegations therein contained for the purpose of the present proceedings and I make no admissions with regard thereto. 30
3. In so far as paragraph 9 of the said Affidavit states that the Plaintiff Company are the legal registered owners of the vessel and had not at any time transferred the same to my Government I deny each and every allegation.
4. With regard to paragraph 10 of the said Affidavit I admit that Exhibit "KK-3" therein referred to is an accurate copy of the Charter Party dated the 25th day of November 1950 which I have checked with the originals received by me from the Ministry of Defence records and which arrived in Hong Kong subsequent to the date of my Affirmation of the 16th day of July 1952. In so far as I stated in my former Affirmation that each Charter Party included a clause providing an option for sale in favour of the charterers, on checking the original I now find that it is not correct with regard to the first Charter Party but is correct as to the other three. 40

Exhibit KK-3  
Ref. No.—(55  
in A.J. 8)

5. With regard to paragraphs 11, 12 and 13 of the said Affidavit I produce the originals of the second and third Charter Parties obtained from the said files of the Ministry of Defence of my Government. The same are annexed hereto and marked Exhibits "KDH-A" and "KDH-B" respectively. I draw attention to the clauses in each of the Charter Parties conferring an option to purchase on my Government.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 10C  
Kwee Djie  
Hoo's 2nd  
Affirmation.  
15th August,  
1952.  
*continued.*

10

6. With further reference to Clause 12 of my former Affirmation, about one week after the vessel was delivered to the Hong Kong & Whampoa Dock Co., Ltd. on the 9th day of May 1952 I went to the Dock Company and saw amongst others Mr. Grimsdale and Mr. Storrar. We discussed the question of repairs to the S/S "Tasikmalaja." I explained to the representatives of the Dock Company that as Major Pamoe Rahardjo had left the Colony, I would be in charge of the financial arrangements for the repairs of the "Tasikmalaja."

Exhibit KDH-A  
& B  
Ref. No. 21 &  
22 (39 & 40  
in A.J. 8)

7. I confirm the arrangements as to the estimate and payment referred to in the Affidavit of William Thomas Grimsdale to be filed herein and verify the correspondence therein referred to.

20

8. With regard to all payments made by me for wages I deny that any of them were made by my Government as Agents for Messrs. Juan Ysmael & Co. Inc. In fact my Government was obliged to make these payments because if we had not done so I verily believe the crew in Hong Kong would not have been paid at all and Captain Aguado requested me to pay the crew stating that they had received no payment for wages.

9. In answer to paragraph 8 of the Affidavit of Jose Maria Silos dated the 26th day of July 1952, there are appended hereto the following documents:—

30

- (a) Letter from Captain Aguado dated 23rd April 1952.
- (b) Letter from Captain Aguado dated 23rd April 1952.
- (c) Letter from Captain Aguado dated 24th April 1952.
- (d) Letter from Captain Aguado dated 27th April 1952.

These documents are marked Exhibits "KDH-C," "KDH-C1," "KDH-C2" and "KDH-C3" respectively.

Exhibit KDH-C,  
C1, C2 & C3  
Ref. No. 23, 24,  
25 & 26 (41-44  
in A.J. 8)

10. There are now produced to me advices of transfers of funds in respect of the "Tasikmalaja" made by my Government. These documents have been received by me from the official files of the Ministry of Defence:—

- (i) Dated 6th November 1950 for U.S.\$ 90,000:00
- (ii) Dated 14th March 1951 for U.S.\$105,000:00
- (iii) Dated 29th June 1951 for U.S.\$165,000:00
- (iv) Dated 10th December 1951 for U.S.\$210,000:00

40

These documents are marked Exhibits "KDH-D," "KDH-D1," "KDH-D2" and "KDH-D3" respectively. With regard to Exhibit "KDH-D2" the equivalent of U.S.\$45,000.00 had been sent to the Sourabaya Dry Dock by my Government for repairs so that this sum was deducted from the Charter hire.

Exhibit KDH-D,  
D1, D2 & D3  
Ref. No. 27, 28,  
29 & 30 (45-48  
in A.J. 8)

Affirmed etc.

**Evidence adduced on behalf of the Government of the Republic of Indonesia Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

**AFFIRMATION OF KWEE DJIE HOO**

(25th August, 1952)

I, KWEE DJIE HOO do hereby solemnly sincerely and truly affirm and say as follows:—

10

1. As Consul General for the Republic of Indonesia in Hong Kong I am the only direct channel of communication between my Government and the Government of Hong Kong and normally all communications between my Government and the Government of Hong Kong are conveyed through me. I have on many occasions communicated with the Hong Kong Government on behalf of my Government on matters of a diplomatic nature. For these reasons I have to perform in addition to the duties normally performed by a Consul General duties usually performed by diplomatic officers. One instance of such duties is the very fact that I have had to raise the claim for immunity on behalf of my Government in this case being the only representative of my Government in Hong Kong. Such a claim could not normally have to be made by a Consul General but would be made by an Ambassador, Minister, Charge D'Affairs or other Diplomatic Officer. 20
2. The position of a Consul General in Hong Kong is quite different for geographical reasons from a similar appointment within a country which has a diplomatic mission of the State to which the Consul General belongs. Because of this position I am in direct communication with the Minister for Foreign Affairs of my Government whereas normally a Consul General has no communication with his Government except through the diplomatic mission maintained by his Government. 30
3. I am obliged to make on behalf of my Government the claim to immunity raised in this case on orders received and in discharge of my official duties.
4. I maintain that for the foregoing reasons and in discharge of official duties the status of the Consul General for my Government in Hong Kong is such as to render the person holding that appointment immune from the process of the Supreme Court of Hong Kong.

AND LASTLY the contents of this my Affirmation are true.

Affirmed etc.

40

## No. 10E

**Evidence adduced on behalf of the Government of the Republic of Indonesia Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

## AFFIRMATION OF PAMOE RAHARDJO

(25th August, 1952)

I, PAMOE RAHARDJO now care of the Indonesian Consul General, Hong Kong a Major in the Army of the Republic of Indonesia do solemnly sincerely and truly affirm and say as follows:—

1. I am a diplomatic courier of my Government and as such hold a diplomatic passport.
2. I came to Hong Kong bearing documents and communications from my Government to the Consul General in Hong Kong.
3. I am in Hong Kong for the purpose of being available to the Consul General as a means of communication for official purposes.
4. It is my duty as a diplomatic courier to hold myself in readiness to carry official communications for my Government at a moments notice.
- 20 5. I maintain that for the foregoing reasons I am immune from the process of the Supreme Court of Hong Kong.
6. The contents of this Affirmation have been explained fully to me.

AND LASTLY the contents of this my Affirmation are true.

Affirmed etc.

## No. 11

## AFFIDAVIT OF WILLIAM THOMAS GRIMSDALE

(14th August, 1952)

I, WILLIAM THOMAS GRIMSDALE hereby make oath and say as follows:—

- 30 1. I am the Secretary of the Hong Kong Whampoa Dock Co., Ltd. and the facts herein deposed to are within my own knowledge.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 10E  
Pamoe  
Rahardjo's 2nd  
Affirmation,  
25th August,  
1952.

No. 11  
William  
Thomas  
Grimsdale's  
Affidavit.  
14th August,  
1952.



In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.

No. 11  
William  
Thomas  
Grimsdale's  
Affidavit.  
14th August,  
1952.  
continued.

Exhibit WTG-1  
Ref. No. 31 (15  
in A.J. 8)

2. On or about the 21st day of April 1952 my Company submitted an estimate for repairs to the S/S "Tasikmalaja" A copy of the estimate is now produced to me and marked Exhibit "WTG-1". Later as the result of instructions from the Indonesian Consul General the estimate was modified to the sum of \$280,000.00 approximately as the result of deletion of certain items of repair. My company contracted to carry out repairs to the said vessel for the Indonesian Government on the basis of the estimate as subsequently revised by the Indonesian Consul General and on the 9th day of May 1952 the vessel was brought to the Dock Company's premises in pursuance of the contract.

10

3. With regard to payment for the repairs my Company required that the money should be brought to Hong Kong to be available for payment and on the 26th day of May 1952 the Indonesian Consul General paid to my Company the sum of \$100,000.00. On the 4th day of June 1952 the said Indonesian Consul General gave instructions for the sum of \$180,000.00 to be placed on a joint account in the Hong Kong & Shanghai Banking Corporation in the joint names of the Hong Kong & Whampoa Dock Co., Ltd. and the Consulate General of the U.S. Republic of Indonesia and this was done on the 6th day of June, 1952. On the 25th day of June, 1952 I wrote to the Indonesian Consul General asking for a further \$100,000.00 to be paid to my Company. On the 26th day of June 1952 I received a copy of a letter addressed by the Indonesian Consul General to the Hong Kong & Shanghai Banking Corporation authorising my Company to draw \$100,000.00 from the joint account. A copy of the said letter is annexed hereto and marked Exhibit "WTG-2" On the 9th day of August 1952 instructions were given for a further sum of \$70,000.00 to be placed in the joint account by the Indonesian Consul General and this was done on the 11th day of August 1952.

20

4. From the records of work done kept by my Company I have ascertained that the value of the actual work done on the vessel up to and including the 23rd day of June 1952 amounted to the figure of \$164,000.00 approximately and further that the value of the amount of work actually done up to and including the 26th day of June 1952 amounted to the sum of \$180,000.00 approximately. On the 27th day of June 1952 the Hong Kong & Whampoa Dock Co. Ltd. wrote to the Indonesian Consul General advising him that the vessel had been arrested and a copy of the letter is annexed hereto and marked Exhibit "WTG-3".

30

Exhibit WTG-3  
Ref. No. 33 (17  
in A.J. 8)

AND lastly the contents of this my Affidavit are true.

Sworn etc.

No. 12

AFFIDAVIT OF PETER JOHN GRIFFITHS

(16th August, 1952)

In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.

No. 12  
Peter John  
Griffiths 2nd  
Affidavit.  
16th August,  
1952.

I, PETER JOHN GRIFFITHS hereby make oath and say as follows:—

- 1. I am a partner in the firm of Messrs. Wilkinson & Grist, No. 2 Queen's Road Central, Victoria in the Colony of Hong Kong, and have the conduct of this Action on behalf of the Government of the Republic of Indonesia.
- 2. On the 30th day of July 1952 I enquired by cable from my Agents in Manila, Messrs. Ross, Selph, Carrascoso & Janda, the partners of which firm are duly qualified lawyers carrying on practice in Manila in the Philippines as to whether the Common Seal is required on a Power of Attorney granted by a Company. I am informed by my said Agents and verily believe that a Power of Attorney does not require that the private corporate seal should be affixed thereto and there is annexed hereto and marked "PJG-1" a copy of a cable received from my said Agents containing this information.

Exhibit PJG-1  
Ref. No. 34 (18  
in A.J. 8)

AND lastly the contents of this my Affidavit are true.

Sworn etc.

No. 13

AFFIDAVIT OF ANTHONY LOH

(24th June, 1952)

No. 13  
Anthony Loh's  
Affidavit.  
24th June, 1952.

I, ANTHONY LOH trading as A. W. King of Room No. 9 Mezz. floor, Telephone House, Des Voeux Road Central, Hong Kong, make oath and say as follows:—

- 1. I am a Marine General Contractor engaged in ship's repairs.
- 2. I have a claim against the ship "Tasikamalaja" for ship's necessaries, i.e., labour work and repairs details whereof have been rendered to Defendant vessel.
- 3. That the said claim has not been satisfied and that the aid of this Court is required to enforce it.
- 4. That the said ship "Tasikamalaja" is an Indonesian ship at present anchored alongside Hong Kong & Whampoa Dock in the said Colony of Hong Kong.

Sworn, etc.

## AFFIDAVIT OF ANTHONY LOH

(26th July, 1952)

No. 14  
Anthony Loh's  
second  
Affidavit.  
26th July, 1952.

Further to my Affidavit herein dated the 24th June 1952, I, ANTHONY LOH, trading as A. W. King of Room No. 9, Mezz. floor, Telephone House, Des Voeux Road, Central, Victoria in the Colony of Hong Kong, make oath and say as follows:—

1. My attention has been called to the Affidavit of Khalil Khodr filed herein and in particular to the words in paragraph 2 thereof "the abovenamed vessel (meaning thereby the "Tasikamalaja") is and at all material times has been the property of the said Juan Ysmael & Co. Inc. as sole owners thereof. I hold the documents of title to the said vessel". 10

On the said 27th June 1952 I knew nothing inconsistent with the above. I have not at any material time known anything inconsistent with the above.

2. My attention has also been called to the Affidavit signed Wilkinson and Grist, Solicitors for the Government of the Republic of Indonesia and dated the 9th July, 1952 and in particular to the words in paragraph 4 thereof "the said Government is and was at all material times entitled to possession of the said steamship".
3. Prior to the said 9th July 1952 I did not know and had no reason to suspect that the said vessel was claimed to be the property of the said Indonesian Government. 20

For some time prior to the said 9th July 1952 and for some short time prior to the said 27th June and prior to the arrest of the said vessel I had seen the Indonesian flag flying over the said vessel. For this reason and no other reason I described the vessel in my previous affidavit as an "Indonesian ship".

4. As regards the work ordered upon the said vessel and carried out by me I took my orders from the Captain of the vessel in accordance with the established maritime practice and did not concern myself with the ownership of the said vessel. 30

I am quite unable to express any opinion of value as to the true ownership of the said vessel.

AND LASTLY I make oath and say that the contents of this my affidavit are true.

Sworn etc.

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No. 15

**AFFIDAVIT OF KHALIL KHODR**

(27th June, 1952)

I, KHALIL KHODR of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

1. I am the duly authorised attorney for Messrs. Juan Ysmael & Co. Inc. of Rooms Nos. 217/221 Consolidated Investments Building in the city of Manila in the Philippine Islands.
- 10 2. The abovenamed vessel is and at all material times has been the property of the said Juan Ysmael & Co. Inc. as sole owners thereof. I hold the documents of title to the said vessel.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

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 No. 16
**AFFIDAVIT OF KHALIL KHODR**

(26th July, 1952)

I, KHALIL KHODR of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

- 20 1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
2. I crave leave to refer to my affidavits filed in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

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 No. 17
**AFFIDAVIT OF JOSE BRIONES**

(26th July, 1952)

30 I, JOSE BRIONES of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
2. I crave leave to refer to my affidavit filed in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 15

Khalil Khodr's  
Affidavit.  
27th June, 1952.

No. 16

Khalil Khodr's  
second  
Affidavit.  
26th July, 1952.

No. 17

Jose Briones's  
Affidavit.  
26th July, 1952.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 18

## AFFIDAVIT OF JOSE MARIA SILOS

(26th July, 1952)

No. 18  
Jose Maria  
Silos's  
Affidavit.  
26th July, 1952.

I, JOSE MARIA SILOS of the s.s. "Tasikmalaja" now lying in the harbour of Hong Kong, Master Mariner, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated sole owners of the defendant vessel.
2. I crave leave to refer to all affidavits filed by me in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of the proceedings herein, and I verily say that at all material periods up to and inclusive of the date of commencement of proceedings in this action, I was the servant of the said Juan Ysmael & Company Incorporated claiming as owners herein, and had full possession and control of the said vessel on behalf of the said Juan Ysmael & Company Incorporated and for no other party. 10

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

No. 19  
Yssmat Khodr's  
Affidavit.  
26th July, 1952

No. 19

## AFFIDAVIT OF YSSMAT KHODR

(26th July, 1952)

I, YSSMAT KHODR of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:— 20

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
2. I crave leave to refer to my affidavit filed in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

No. 20

**AFFIDAVIT OF JOSE MARIA SILOS**

(28th July, 1952)

I, JOSE MARIA SILOS of the s.s. "Tasikmalaja" now lying in the Harbour of Hong Kong, Master Mariner, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the Defendant vessel.
2. I crave leave to refer to my affidavit filed on even date in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

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No. 21

**AFFIDAVIT OF KHALIL KHODR**

(16th August, 1952)

I, KHALIL KHODR, of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
2. I crave leave to refer to my affidavit filed on even date in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

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No. 22

**AFFIDAVIT OF JOSE BRIONES**

(16th August, 1952)

I, JOSE BRIONES, of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
2. I crave leave to refer to my affidavit filed on even date in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 20  
Jose Maria  
Silos's second  
Affidavit.  
28th July, 1952

No. 21  
Khalil Khodr's  
third Affidavit.  
16th August,  
1952.

No. 22  
Jose Briones's  
second  
Affidavit.  
16th August,  
1952.

10

20

30

In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.

No. 23

## AFFIDAVIT OF JOSE MARIA SILOS

(16th August, 1952)

No. 23  
Jose Maria  
Silos's third  
Affidavit.  
16th August,  
1952.

I, JOSE MARIA SILOS, of the s.s. "Tasikmalaja" now lying in the harbour of Hong Kong, Master Mariner, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
2. I crave leave to refer to my affidavit filed on even date in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings. 10

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

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No. 24  
Firmín  
Alimpia's  
Affidavit.  
16th August,  
1952.

No. 24

## AFFIDAVIT OF FERMIN ALIMPIA

(16th August, 1952)

I, FERMIN ALIMPIA, of the s.s. "Tasikmalaja" now lying in the harbour of Hong Kong, Radio Operator, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the Defendant vessel. 20
2. I crave leave to refer to my affidavit filed on even date in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

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No. 25

**AFFIDAVIT OF AUGUSTO REVILLA**

(16th August, 1952)

I, AUGUSTO REVILLA, of 1118 Anacleto Street, Sta. Cruz, Manila in the Republic of the Philippines, but at present temporarily residing at Room No. 601 Shamrock Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Attorney-at-Law, do make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
- 10 2. I crave leave to refer to my affidavit filed in Admiralty Jurisdiction Action No. 8 of 1952 on even date, and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

No. 26

**AFFIDAVIT OF JOSE MARIA SILOS**

(18th August, 1952)

I, JOSE MARIA SILOS, of the s.s. "Tasikmalaja" now lying in the harbour  
20 of Hong Kong, Master Mariner, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
2. I crave leave to refer to my affidavit filed on even date in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

No. 27

**AFFIDAVIT OF JOSE MARIA SILOS**

(19th August, 1952)

I, JOSE MARIA SILOS of the s.s. "Tasikmalaja" now lying in the Harbour  
of Hong Kong, Master Mariner, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the Defendant vessel.
2. I crave leave to refer to my affidavit filed on even date in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

AND LASTLY I do make oath and say that the contents of this my affidavit  
40 are true.

Sworn etc.

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 25  
Augusto  
Revilla's  
Affidavit.  
16th August,  
1952.

No. 26  
Jose Maria  
Silos's fourth  
Affidavit.  
18th August,  
1952.

No. 27  
Jose Maria  
Silos's fifth  
Affidavit.  
19th August,  
1952.



**AFFIDAVIT OF JOSE BRIONES**

(19th August, 1952)

*In the  
Supreme Court  
of Hong Kong  
Admiralty  
Jurisdiction.*

No. 28  
Jose Briones's  
third  
Affidavit.  
19th August,  
1952.

I, JOSE BRIONES, of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated, sole owners of the defendant vessel.
2. I crave leave to refer to my affidavit filed on even date in Admiralty Jurisdiction Action No. 8 of 1952 and to make the same part of these proceedings.

10

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

**NOTES OF PROCEEDINGS ON HEARING OF APPLICATION BY THE  
GOVERNMENT OF THE REPUBLIC OF INDONESIA  
FOR EXTENSION OF TIME TO  
FILE FURTHER AFFIDAVITS**

(10th July, 1952)

(See Document No. 33 in Record of A. J. Action No. 8 of 1952)

20

*N.B. These Notes of Proceedings are identical in each Action. To avoid prolixity, they are included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

**NOTES OF PROCEEDINGS ON HEARING OF IMPLEADING MOTION**

(28th July, 1952)

(See Document No. 35 in Record of A. J. Action No. 8 of 1952)

*N.B. These Notes of Proceedings are identical in each Action. To avoid prolixity, they are included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

30

No. 29  
Notes of  
proceedings on  
Application for  
extension of  
time to file  
further  
affidavits.  
10th July 1952.

No. 30  
Notes of  
proceedings on  
hearing of  
Impleading  
Motion.  
28th July, 1952.

## No. 31

## LETTER—M. A. DA SILVA TO WILKINSON &amp; GRIST

(16th August, 1952)

Messrs. Wilkinson & Grist.  
Dear Sirs,

16th August, 1952.

**Re: Admiralty Action No. 6 of 1952.**

As previously indicated by Counsel, please take note that application will be made at the hearing on Monday, the 18th instant:

(a) for viva voce evidence to be taken; and

10 (b) alternatively, for leave to cross-examine affirmants on behalf of your clients.

Yours faithfully,  
(Sd.) MARCUS DA SILVA.

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 31  
Letter—  
M. A. de Silva  
to Wilkinson &  
Grist.  
16th August,  
1952.

## No. 32

## NOTES OF FURTHER PROCEEDINGS

(18th, 19th, 20th and 21st August, 1952)

(See Document No. 37 in Record of A. J. Action No. 8 of 1952)

20 *N.B. These Notes of Proceedings are identical in each Action. To avoid prolixity, they are included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

No. 32  
Notes of  
further  
proceedings.  
18th, 19th 20th  
and 21st August,  
1952.

## No. 33

**DECISION OF MR. JUSTICE REECE ON APPLICATION  
BY JUAN YSMAEL & COMPANY INCORPORATED  
FOR LEAVE TO CROSS-EXAMINE.**

(25th August, 1952)

30 When the motion filed on behalf of the Government of Indonesia to set aside the writ and stay all subsequent proceedings thereon came on for hearing Mr. Bernacchi, on behalf of the Plaintiffs, applied for leave to cross-examine the deponents to affidavits filed on behalf of the said Government. At the request of Mr. McNeill, Counsel for the Indonesian Government, consideration of this

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Application  
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& Co. Inc.,  
for leave to  
Cross-Examine.  
25th August  
1952.

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Supreme  
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No. 33

Decision of  
Mr. Justice  
Reece on  
Application  
of Juan Ysmael  
& Co. Inc.,  
for leave to  
Cross-examine.  
25th August  
1952.  
*continued.*

question was deferred until the case of the Government of Indonesia on the motion had been put before the Court. At the end of the case on the motion Mr. Bernacchi again applied for leave to cross-examine the deponents on behalf of the Indonesian Government. He directed attention to O11 R.R. 22 & 23 of the Supreme Court Code of Civil Procedure. Rule 22 provides that "the Court may, on the application of any party, order the attendance before it for cross-examination of any person making an affidavit." Rule 23(3) provides that "the evidence of a witness on any such examination or on any cross-examination under rule 22 of this Order shall be taken in like manner, as nearly as may be, as at the trial of an action."

It does not seem to me to be necessary to go fully into the reasons advanced 10  
by Mr. Bernacchi in support of his application for leave to cross-examine the deponents to the affidavits filed on behalf of the Government of Indonesia. It is sufficient to say that he urged that there was no agreement on the allegations of fact deposed to between the parties and that, in view of the allegations of fraud made by the Plaintiffs in the action and denied on behalf of the Government of Indonesia, the Plaintiffs should be permitted to cross-examine their deponents on the affidavits filed on behalf of the Government of Indonesia. Mr. Bernacchi urged that Counsel for the Government of Indonesia had read affidavits of facts on which he relied and which the plaintiffs disputed and submitted that he should be allowed 20  
to cross-examine the deponents to test the value of that evidence. In support of his submission he read a short passage from the judgment of Hill J in the *Jupiter* (1924) P. at 237 to wit "A number of affidavits were filed, and on one of them, sworn by the Master, Captain Lepine, the plaintiffs cross-examined the master." This is the only passage to be found in the cases cited by Mr. Bernacchi, which has any direct bearing on the question of cross-examination of deponents.

Mr. McNeill for the Government of Indonesia admitted that the Court has a discretionary power to allow on interlocutory applications cross-examination of deponents, but urged the Court to exercise that discretion in favour of the Government of Indonesia and refuse leave to cross-examine. Even if O.11 R.22 which I have cited above, did not exist to give the Court the power, from the case 30  
of *La Trinidad v. Browne* (1887) W.R., cited by Mr. McNeill, there is no doubt that the Court has a discretionary power to make an order for the attendance for cross-examination of a person who has made an affidavit and is not bound to make such an order. But it is interesting to observe that in that very case the deponent was ordered to attend.

Mr. McNeill also directed my attention to the case *Abrahams & Co. v. Dunlop Pneumatic Tyre Co.* (1905) 1. K.B. 52, but, with due respect, I do not think that the case is an authority for refusal to cross-examine a deponent in the circumstances in which it is sought to use it. As I understand the case it relates to the obtaining the names of partners where an action is brought by the partners in the firm 40  
name and it was expressly stated that under the provisions of the Order 48(a) there is no provision for cross-examination on the affidavit disclosing the names. Similar provisions are to be found in O.20 Rr. 1 & 2 of our Supreme Court Code of Civil Procedure which relates to actions brought by and against firms. This order is in no way concerned with the giving of evidence on motions.

It is common ground between the parties, and is very obvious on reading the affidavits filed in this case, that there is severe conflict of facts disclosed in the affidavits. Each party relies on its own affidavits and the Court has already

been asked to accept those filed on behalf of the Government of Indonesia. It will assuredly be asked to accept those filed by the plaintiffs when they present their case.

I am satisfied that there are certain questions of fact to be determined on the motion to set aside the writ before the order sought can be granted, and it seems to me undesirable, where there is such evident conflict on the facts alleged, that the Court should be required to draw inferences from the affidavits alone. I have stated earlier in the hearing of this application that as a result of my experience in these Courts I dislike having to rely on affidavit evidence alone and in a matter of such obvious importance as is now before me I am of the opinion that the veracity of the deponents should be tested by cross-examination. I allow the application to cross-examine Mr. Kwee Djie Hoo and Major Pamoe Rahardjo and order that they do attend for that purpose.

MR. JUSTICE REECE,

Puisne Judge.

25.8.52.

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Court of  
Hong Kong  
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Decision of  
Mr. Justice  
Reece on  
Application  
of Juan Ysmael  
& Co. Inc.,  
for leave to  
Cross-examine.  
25th August  
1952.  
*continued.*

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No. 34

NOTES OF FURTHER PROCEEDINGS

(25th August, 1952)

20 (See Document No. 39 in Record of A. J. Action No. 8 of 1952)

*N.B. These Notes of Proceedings are identical in each Action. To avoid prolixity, they are included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

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Notes of  
Further  
Proceedings.  
25th August,  
1952.

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No. 35

DECISION OF MR. JUSTICE REECE ON CLAIM OF  
DIPLOMATIC PRIVILEGE ON BEHALF OF  
MR. KWEE DJIE HOO AND MAJOR PAMOE  
RAHARDJO

(27th August, 1952)

30

Consequent on my order that Mr. Kwee Djie Hoo and Major Pamoe Rahardjo do present themselves for cross-examination on the affidavits filed by them on behalf of the Government of Indonesia in the above-named Action, Mr. McNeill, Counsel for the Government of Indonesia, informed the Court that he was instructed to claim diplomatic immunity on behalf of the Consul-General, Mr. Kwee Djie Hoo and Major Pamoe Rahardjo, a courier.

The basis of the claim were contained in two affidavits sworn, but then not filed, although now filed by Messrs. Kwee Djie Hoo and Major Pamoe Rahardjo. The substance of Mr. Kwee's claim as set out in his affidavit is that he is the only direct channel of communication between his Government and the Government of Hong Kong and that he has on many occasions communicated on matters of a diplomatic nature with the Government of Hong Kong on behalf of his Government, the Government of Indonesia. And he claimed that he had to perform

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27th August  
1952.

duties usually performed by diplomatic officers, one such duty being the claim for immunity on behalf of the Government of Indonesia, in the action now before the Court.

It seems convenient to mention here that Mr. McNeill directed the Court's attention to two Gazette Notices published in the Hong Kong Government Gazette of 18th August, 1950 and 6th October, 1950, respectively, the former of which reads as follows:—

“H.E. the Officer Administering the Government, under instructions from the Secretary of State for the Colonies, has been pleased to recognise Mr. Kwee Djie Hoo, provisionally and pending the issue of His Majesty's Exequatur 10 as Consul-General for Indonesia at Hong Kong.”

The latter notice, No. 1156, of the 6th October, 1950, reads thus:—

“It is hereby notified that the King's Exequatur empowering Mr. Kwee Djie Hoo to act as Consul-General for Indonesia at Hong Kong, has received His Majesty's signature.”

These two notices show clearly that Mr. Kwee Djie Hoo had been appointed to act as Consul-General for Indonesia in Hong Kong and that His Late Majesty had granted recognition to him in that capacity.

It is contended for Mr. Kwee Djie Hoo that he is entitled to diplomatic privileges. First I will consider the law regarding the status of consuls generally 20 and then examine the cases which have been cited to support the contention that Mr. Kwee Djie Hoo is entitled to diplomatic privileges. It is of interest to note that Counsel engaged have cited the same cases in presenting the arguments for and against the claim to immunity on behalf of Mr. Kwee.

In the 6th Volume of Halsbury Laws of England, 2nd Edition, para. 642, it is stated:—

“A consular officer is not a public minister, and is not, therefore, *eo nomine* entitled to the privileges accorded to persons of a diplomatic character. Where diplomatic and consular officers are united in the same person, as in the case of a consul-general appointed to act as attache to a legation, the 30 diplomatic character will be recognised.”

In Volume 1 of Oppenheim's International Law, 6th Edition, at p. 752, section 434, in discussing the position and privileges of consuls the author writes:—

“Consuls do not enjoy the position of diplomatic envoys, since no state in practice grants to foreign consuls privileges of diplomatic agents.”

After stating that it would be incorrect to maintain that their position is in no way different from that of any other person living in the Consular district since they are appointed by foreign states and, on receipt of the exequatur, are publicly recognised by the admitting states as agents of the appointing State, the author continues:—

“Of course, consuls are not diplomatic representatives, for they do not represent the appointing States in the totality of their international relations, but for a limited number of tasks, and for local purposes only. Yet they bear a recognised public character, in contradistinction to mere private 40

individuals, and consequently their position is different even though legally they may not be entitled to claim special privileges of any kind."

Both Mr. McNeill and Mr. Bernacchi have referred to section 435 of Oppenheim at p. 753, each counsel reading what seemed fit for the purpose of his argument, but I will set out the article incorporating both passages cited. It is:—

10 "From the undoubted official position of consuls no universally recognised privileges of importance have as yet been evolved. Apart from the special protection due to consuls according to International Law, there is neither a custom nor a universal agreement between the Powers to grant them ordinary diplomatic privileges. Such privileges of a diplomatic character as consuls actually enjoy are granted to them either by courtesy or in compliance with special stipulations in a commercial or consular treaty between the sending and the admitting State. However, consuls do in fact enjoy the jurisdictional immunities granted to diplomatic representatives in as much as, according to the generally accepted practice, they are not liable in civil and, perhaps, in criminal proceedings in respect of acts which they perform in their official capacity on behalf of their States and which fall within the scope of consular functions as recognised by International Law."

20 It seems to me to be crystal clear from the passage cited both from Halsbury and Oppenheim that while consuls are recognised as being different from private individuals, they do not enjoy as such any diplomatic privileges and that if any diplomatic privileges are accorded them, they are so accorded as an act of courtesy or at most by virtue of some special arrangement between the States concerned. That appears to me to be the position of a consul in the eyes of the law as well to-day as in earlier times. For in *Barbuit's* case, (1737) Cases T. *Talbot* 281 (25 English Reports 778) the Lord Chancellor said "It is the opinion of Barbeyrac, Winequefort and others, that a consul is not entitled to the *Ius Gentium* belonging to Ambassadors" By the *Ius Gentium* or law of nations is  
30 meant the privilege belonging to ambassadors or ministers who are accredited to a State.

Now, Mr. McNeill contended that Mr. Kwee has to perform functions of a diplomatic nature on behalf of his Government and that while those duties may be small and rare they carry diplomatic immunity. In support of this contention, he cited passages from the judgment of Wills J. in *Parkinson v. Potter* (1885) 16 Q.B.D. 152 at 159 and from the judgment of Lord Phillimore in *Musmann v. Engelke*, 1928 A.C. 433 at 449. In *Parkinson v. Potter* at p. 159, Wills J. said:—  
40 "But I can very well understand that, seeing the close connection between diplomatic business and some of the matters which it falls to a consul-general to transact, there may be a convenience in clothing the consul-general with the additional character of an attache, which may explain and justify his appointment in that capacity, although his services in a diplomatic character may be only slight and occasional. An attache is a well known term in the diplomatic service. He forms part of the regular suite of an ambassador."

It seems unnecessary to go into the facts in any detail. It will be sufficient to say that a lessor leased a dwelling house to a lessee who had covenanted to pay the sewers rates and all other rates and taxes. The lessee of the said dwelling

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*continued.*

house assigned to an attache of a foreign embassy who occupied it as his residence. The assignee claimed to be exempt from liability to pay parochial rate and the parish authorities enforced payment against the lessor. In an action by the lessor against the lessee to recover the amount paid by him, the Court held that payment of the rate was not enforceable against an attache of a foreign embassy and it was in the course of his judgment that Wills J. stated the words quoted above. Matthew J. in his judgment at p. 157 said " We can only say that on the evidence unanswered it appears to us that the county court judge was warranted in finding that De Basto was an attache of the Embassy." After referring to a submission that De Basto was not entitled to privilege he continued:—"But 10  
it appears from the authorities that the privilege of the embassy is recognised by the common law of England as forming a part of international law, and according to that law it is clear that all persons associated in the performance of the duties of the embassy are privileged, and that an attache is within the privilege."

It seems to me to be beyond doubt that the *ratio decidendi* was the fact that De Basto was an attache, and not that he was a consul-general performing slight and occasional diplomatic services. Indeed, the passage quoted from Mr. Justice Wills' judgment and relied on by Mr. McNeill seem to indicate in no uncertain way that because the consul-general had to perform duties of a 20  
diplomatic nature he was appointed an attache, and it was in that capacity of an attache that he was entitled to diplomatic privilege, being a member of the diplomatic service.

The later case of *Musmann v. Engelke* cited above does not, in my opinion, do more than repeat the same principle as enunciated in *Parkinson v. Potter*. At p. 449 Lord Phillimore virtually repeats the passage quoted above from *Parkinson v. Potter*. He says:—"For reasons which will appear in the course of this opinion, it is not necessary to go very deeply into this point, but I may observe that the positions of diplomat and consular employee are not mutually exclusive, and that indeed it has been in the past not un- 30  
common to clothe a consul or consul-general with certain diplomatic functions and thereby to give him a diplomatic status" The learned Lord is here emphasizing the fact that in the past it was found not uncommon to give the consul or consul-general diplomatic status. That was precisely what had been done in *Parkinson v. Potter*. Had the Court not been satisfied that Engelke was an accredited member of the ambassador's staff, he would not have been held entitled to diplomatic privilege. At p. 447 Viscount Dunedin states:—"The respondent tried to convince us that, if this case was decided in favour of the appellants it was opening the door to the granting of diplomatic privilege to the Consular Service. It is nothing of the sort. Mr. Engelke will enjoy diplomatic 40  
privilege not because he is styled Consular Secretary but because he, as an accredited member of the Ambassador's household, has privilege as such and does not forfeit it because he does some consular work".

It seems clear to me that the decision in *Musmann v. Engelke* reiterates the principle laid down in *Parkinson v. Potter* and the earlier authorities that diplomatic privilege is not enjoyed by consular officers as they are not diplomatic representatives. And the observation of Lord Phillimore in my opinion means no more nor less than that consular officers do not as such enjoy diplomatic privileges,

but that if a consular employee is given a diplomatic status by being clothed with diplomatic functions then he secures the privileges accorded to members of the diplomatic service. It is not the performance of some diplomatic functions that is of importance in this matter, it is being a member of the diplomatic service that seems to me the determining factor.

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Now, Mr. Kwee in his affidavit has stated that he has on many occasions communicated with the Hong Kong Government on matters of a diplomatic nature, and claims that the position of a consul-general is quite different for geographical reasons from a similar appointment within a country which has a diplomatic mission of the State to which the Consul-General belongs. That may be so, and indeed it is not unknown that small states at times send consuls who combine consular functions with those of a diplomatic envoy, instead of accrediting diplomatic envoys to another State, but consuls do not thereby become diplomatic envoys as we have already seen. Mr. Kwee does not claim that his appointment is anything more than that of Consul-General and, indeed, the Gazette Notices mentioned earlier state that recognition has been given to him as Consul-General. There is no suggestion and can be no suggestion that his appointment is anything but that of an officer of the consular service. And as such I am satisfied on the authorities to which I have referred that by international law he is not entitled to diplomatic privileges.

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Mr. McNeill further submitted that under the provisions of the Consular Privileges Ordinance, the Diplomatic Privileges Ordinance and the Representation of Foreign Powers (Control) Ordinance, Mr. Kwee was entitled to diplomatic privilege. As I understand the argument presented to the Court, it is that Mr. Kwee is the person accredited to the Hong Kong Government and it is clear from the Ordinances mentioned above that the gentlemen so accredited to the Government of Hong Kong do have diplomatic functions to perform and are therefore entitled to diplomatic privileges.

With respect to the Consular Privileges Ordinance, I can see nothing in the Ordinance which would suggest or could be interpreted as giving a consul any diplomatic privilege. All the Ordinance does, in my opinion, is to empower the Governor to remit certain taxes, duties and fees payable or paid by consular officials by reason of the treatment accorded to Her Majesty's consular staff by the state representative which employs such consul or consular official.

This remission of taxes is one of the privileges usually accorded to consular officers and in this connection I would refer again to a passage which I have already read from Oppenheim. I refer to the passage at p. 753 which reads:—

I desire to emphasize particularly the passage — “Such privileges of a diplomatic character as consuls actually enjoy are granted to them either by courtesy or in compliance with special stipulations in a commercial or consular treaty between the sending and the admitting State”.

At p. 754 and 755 the author sets out a list of what he describes as some of the more important stipulations to be found in treaties between States in regard to consular privileges. I quote from p. 755 para. (5): — “Professional Consuls are often exempt from all kinds of rates and taxes, from the liability to have soldiers



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quartered in their houses and from the duty of appearing in person as witnesses before the Courts. In the latter case, consuls have either to send in their evidence in writing, or their evidence may be taken by a commission on the premises of the Consulate”.

I presume that there are no consular treaties in respect of consuls in Hong Kong, certainly none in respect of the Consul for Indonesia, and it seems to me that section 3 of the Consular Privileges Ordinance prescribes one of the privileges of a diplomatic character which by courtesy of Governments are accorded to consuls. In other words, the Ordinance is merely declaratory of the privileges usually granted to consuls by the courtesy of nations. It is of interest to notice that the Ordinance does not grant any exemption from the duty of appearing as witnesses before the Courts. 10

Before leaving this question of consular privileges, I would like to refer to that part of the passage which I have read from Oppenheim relating to immunity from civil and criminal liability in respect of acts performed in their official capacity on behalf of their States and which fall within the scope of consular functions as recognised by International law. The basis of this immunity is not the same as that of diplomatic representatives, for consuls do not enjoy immunity in respect of acts of a private law nature.

With respect to the Diplomatic Privileges Ordinance to which Mr. McNeill directed attention, particularly to section 6 thereof, I confess myself unable to understand in what way it relates to consular officers and granting to them of diplomatic privileges. And so too with the Representation of Foreign Powers (Control) Ordinance. The Ordinance provides that no person shall function on behalf of any foreign power without the consent of the Governor and the proviso excludes from the application of the Ordinance the accredited representatives of any Foreign State. In so far as this applies to a consular officer, it seems to me that it confers no privileges other than that which he already enjoys. It would seem pointless to require a consular officer who has received recognition, by having the King's signed exequatur, to apply for a consent from the Governor to act for his State. 20

For the reasons which I have given, I am satisfied that Mr. Kwee Djie Hoo, as Consul-General for the Government of Indonesia, is not entitled to enjoy the diplomatic privilege which he has claimed, because, as he alleges, he has to perform duties which are usually performed by diplomatic officers. Mr. Kwee Djie Hoo's position is not in that respect unique; but I am satisfied from the authorities to which I have referred that by performing these diplomatic functions Mr. Kwee Djie Hoo, the recognised Consul-General of Indonesia, does not become thereby a diplomatic representative. I therefore order Mr. Kwee Djie Hoo to attend for cross-examination. 40

I now come to deal with the case of Mr. Pamoe Rahardjo. He claims immunity from the process of the Court on the ground that he is a diplomatic courier, holding a diplomatic passport, and that he must, as such diplomatic courier, hold himself in readiness to carry official communications for his Government at a moment's notice. A courier is in an altogether different position from that of a consul. He has no official recognition and is granted

exemption from civil and criminal jurisdiction and afforded special protection only during the exercise of his office. I can see no reason why Mr. Pamoe Rahardjo should be exempted from attending to be cross-examined and I cannot anticipate any situation arising as a result of his attending the Court to be cross-examined which would possibly conflict with his duty as a courier. His application is refused and he is ordered to attend the Court for cross-examination.

(Sd.) C. W. REECE.

Puisne Judge.  
27.8.1952.

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**NOTES OF FURTHER PROCEEDINGS**

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1952. & 1st  
September 1952.

(See Document No. 41 in Record of A. J. Action No. 8 of 1952)

*N.B. These Notes of Proceedings are identical in each Action. To avoid prolixity, they are included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

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**APPLICATION BY THE GOVERNMENT OF THE REPUBLIC OF INDONESIA  
FOR LEAVE TO APPEAL AGAINST ORDERS FOR CROSS-EXAMINATION  
AND REFUSING CLAIMS TO DIPLOMATIC IMMUNITY**

(29th August, 1952)

No. 37  
Application  
by the  
Government of  
the Republic  
of Indonesia  
for leave to  
appeal against  
orders for  
cross-  
examination  
and refusing  
claim to  
diplomatic  
immunity.  
29th August,  
1952.

APPLICATION on the part of the Government of the Republic of Indonesia  
for leave to appeal:—

- (a) Against the Order of His Honour Mr. Justice Reece dated the 25th day  
of August 1952 allowing an application to cross-examine Mr. Kwee Djie  
Hoo and Major Pamoe Rahardjo. 10
- (b) Against the Order of His Honour Mr. Justice Reece dated the 27th day  
of August 1952 refusing applications on behalf of the said Kwee Djie  
Hoo and Major Pamoe Rahardjo claiming diplomatic immunity.

Dated the 29th day of August, 1952.

(Sd.) WILKINSON & GRIST,  
Solicitors for the Defendant.

No. 38  
Judge's  
Summons to  
Mr. Kwee Djie  
Hoo to attend  
Court to be  
cross-  
examined.  
1st September,  
1952.

**JUDGE'S SUMMONS TO MR. KWEE DJIE HOO TO ATTEND COURT TO BE  
CROSS-EXAMINED**

(1st September, 1952)

20

To Kwee Djie Hoo, Esq.,  
Consul-General for the Republic of Indonesia,  
c/o The Indonesian Consul-General,  
Whiteaway Building, Des Voeux Road Central,  
HONG KONG.

You are hereby required by order of The Honourable Mr. Justice Courtenay  
Walton Reece, Puisne Judge, to attend at the Courts of Justice, Victoria, Hong  
Kong, on Tuesday the 2nd day of September, 1952 at 10 o'clock in the forenoon  
and so from day to day to be cross-examined as an affirmant herein and then and  
there to have and produce all relevant documents and records of every kind. 30

Hereof, if you fail, having no lawful impediment to be then made known to  
the Court, and allowed by it, the Court may by warrant cause you to be  
apprehended and brought up for examination.

Dated this 1st day of September, 1952.

(Sd.) R. WINTER,  
Registrar.

No. 39

**JUDGE'S SUMMONS TO MAJOR PAMOE RAHARDJO TO ATTEND COURT TO  
BE CROSS-EXAMINED**

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

(1st September, 1952)

To: Major Pamoe Rahardjo,  
c/o The Indonesian Consul-General,  
Whiteaway Building, Des Voeux Road Central,  
HONG KONG.

No. 39  
Judge's  
Summons to  
Major Pamoe  
Rahardjo to  
attend Court  
to be cross-  
examined.  
1st September,  
1952.

You are hereby required by order of The Honourable Mr. Justice Courtenay  
10 Walton Reece, Puisne Judge, to attend at the Courts of Justice, Victoria, Hong  
Kong, on Tuesday the 2nd day of September, 1952 at 10 o'clock in the forenoon  
and so from day to day to be cross-examined as an affirmant herein and then and  
there to have and produce all relevant documents and records of every kind.

Hereof, if you fail, having no lawful impediment to be then made known to  
the Court, and allowed by it, the Court may by warrant cause you to be  
apprehended and brought up for examination.

Dated this 1st day of September, 1952.

(Sd.) R. WINTER,  
Registrar.

20

No. 40

**NOTES OF FURTHER PROCEEDINGS**

(2nd and 3rd September, 1952)

No. 40  
Notes of  
Further  
Proceedings.  
2nd and 3rd  
September, 1952.

(See Document No. 45 in Record of A. J. Action No. 8 of 1952)

*N.B. These Notes of Proceedings are identical in each Action. To avoid  
prolixity, they are included by way of reference to Record in A. J.  
Action No. 8 of 1952, both Actions having been heard at the same  
time.*

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 41

**SECOND JUDGE'S SUMMONS TO MR. KWEE DJIE HOO TO ATTEND COURT  
TO BE CROSS-EXAMINED**

(3rd September, 1952)

No. 41  
Second Judge's  
Summons to  
Mr. Kwee Djie  
Hoo to attend  
Court to be  
cross-  
examined.  
3rd September,  
1952.

To Kwee Djie Hoo, Esq.,  
Consul-General for the Republic of Indonesia,  
c/o The Indonesian Consul-General,  
Whiteaway Building, Des Voeux Road Central,  
HONG KONG.

You are hereby required by order of The Honourable Mr. Justice Courtenay 10  
Walton Reece, Puisne Judge, to attend at the Courts of Justice, Victoria, Hong  
Kong, on Thursday the 4th day of September, 1952 at 9 o'clock in the forenoon  
and so from day to day to be cross-examined as an affirmant herein and then and  
there to have and produce all relevant documents and records of every kind.

Hereof, if you fail, having no lawful impediment to be then made known to  
the Court, and allowed by it, the Court may by warrant cause you to be  
apprehended and brought up for examination.

Dated this 3rd day of September, 1952.

(Sd.) R. WINTER,  
Registrar.

20

No. 42  
Second Judge's  
Summons to  
Major Pamoe  
Rahardjo to  
attend Court  
to be cross-  
examined.  
3rd September,  
1952.

No. 42

**SECOND JUDGE'S SUMMONS TO MAJOR PAMOE RAHARDJO TO ATTEND  
COURT TO BE CROSS-EXAMINED**

(3rd September, 1952)

To: Major Pamoe Rahardjo,  
c/o The Indonesian Consul-General,  
Whiteaway Building, Des Voeux Road Central,  
HONG KONG.

You are hereby required by order of The Honourable Mr. Justice Courtenay 30  
Walton Reece, Puisne Judge, to attend at the Courts of Justice, Victoria, Hong  
Kong, on Thursday the 4th day of September, 1952 at 9 o'clock in the forenoon  
and so from day to day to be cross-examined as an affirmant herein and then and  
there to have and produce all relevant documents and records of every kind.

Hereof, if you fail, having no lawful impediment to be then made known to  
the Court, and allowed by it, the Court may by warrant cause you to be  
apprehended and brought up for examination.

Dated this 3rd day of September, 1952.

(Sd.) R. WINTER,  
Registrar.

No. 43

## NOTES OF FURTHER PROCEEDINGS

(4th &amp; 5th September, 1952)

(See Document No. 48 in Record of A. J. Action No. 8 of 1952)

*N.B. These Notes of Proceedings are identical in each Action. To avoid prolixity, they are included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 43  
Notes of  
Further  
Proceedings.  
4th and 5th  
September, 1952.

No. 44

10 **THIRD JUDGE'S SUMMONS TO MR. KWEE DJIE HOO TO ATTEND COURT  
TO BE CROSS-EXAMINED**

(6th September, 1952)

To Kwee Djie Hoo, Esq.,  
Consul-General for the Republic of Indonesia,  
c/o The Indonesian Consul-General,  
Whiteaway Building, Des Voeux Road Central,  
HONG KONG.

No. 44  
3rd Judge's  
Summons to  
Mr. Kwee Djie  
Hoo to attend  
Court to be  
cross-  
examined.  
6th September,  
1952.

You are hereby required by order of The Honourable Mr. Justice Courtenay Walton Reece, Puisne Judge, to attend at the Courts of Justice, Victoria, Hong  
20 Kong, on Monday the 8th day of September, 1952 at 9 o'clock in the forenoon and so from day to day to be cross-examined as an affirmant herein and then and there to have and produce all relevant documents and records of every kind.

Hereof, if you fail, having no lawful impediment to be then made known to the Court, and allowed by it, the Court may by warrant cause you to be apprehended and brought up for examination.

Dated this 6th day of September, 1952.

(Sd.) R. WINTER,  
Registrar.

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 45

**THIRD JUDGE'S SUMMONS TO MAJOR PAMOE RAHARDJO TO ATTEND  
COURT TO BE CROSS-EXAMINED**

(6th September, 1952)

No. 45  
3rd Judge's  
Summons to  
Major Pamoe  
Rahardjo to  
attend Court  
to be cross-  
examined.  
6th September,  
1952.

To: Major Pamoe Rahardjo,  
c/o The Indonesian Consul-General,  
Whiteaway Building, Des Voeux Road Central,  
HONG KONG.

You are hereby required by order of The Honourable Mr. Justice Courtenay Walton Reece, Puisne Judge, to attend at the Courts of Justice, Victoria, Hong Kong, on Monday the 8th day of September, 1952 at 9 o'clock in the forenoon and so from day to day to be cross-examined as an affirmant herein and then and there to have and produce all relevant documents and records of every kind.

Hereof, if you fail, having no lawful impediment to be then made known to the Court, and allowed by it, the Court may by warrant cause you to be apprehended and brought up for examination.

Dated this 6th day of September, 1952.

(Sd.) R. WINTER,  
Registrar.

No. 46  
Notice to  
produce  
Documents.  
8th September,  
1952.

No. 46

20

**NOTICE TO PRODUCE DOCUMENTS**

(8th September, 1952)

To: The Government of the  
Republic of Indonesia, and  
Messrs. Wilkinson & Grist,  
their Solicitors.

TAKE NOTICE that you are hereby required to produce and show to the Court at the hearing of your Motion dated the 9th day of July, 1952 to set aside the Writ of Summons and all subsequent proceedings herein all books, papers, letters, copies of letters, and other writings and documents in your custody, 30 possession, or power, containing any entry, memorandum, or minute relating to the matters in question in this action, and particularly the following:—

1. Statement of Account Payroll and Account Salary for the month of May 1952 of the Filipino Crew dated 21st June 1952.
2. Statement of Account: Against Advance Salary for the month of May 1952 of the Steward Department dated 10th May 1952.
3. Statement of Account: Against Advance Salary for the month of May 1952 of the Deck Department dated 10th May 1952.
4. Statement of Account: Against Advance Salary for the month of May 1952 of the Engine Department dated 10th May 1952.

40

5. Statement of Account: Payment Salary and Draw from March 15th, 1952 to May 10th, 1952 of the Filipino and Indonesian Crew of the Steward Department of the s.s. "Tasikmalaja" by Frank C. Starr dated 3rd June 1952.
6. Statement of Account: Payment Salary and Draw from March 15th 1952 to May 10th, 1952 of the Filipino and Indonesian Crew of the Engine Department of the s.s. "Tasikmalaja" by Frank C. Starr dated 3rd June 1952.
- 10 7. Statement of Account: Payment Salary and Draw from March 15th 1952 to May 10th, 1952 of the Filipino Crew and Indonesian Crew of the Deck Department of the s.s. "Tasikmalaja" by Frank C. Starr dated 3rd June, 1952.

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 46  
Notice to  
produce  
Documents.  
8th September,  
1952.  
*continued.*

Dated this 8th day of September, 1952.

(Sd.) MARCUS DA SILVA,

Solicitor for the s.s. "Tasikmalaja"  
and Juan Ysmael & Company Incorporated.

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No. 47

**NOTES OF PROCEEDINGS IN CHAMBERS**

(8th September, 1952)

No. 47  
Notes of  
Proceedings in  
Chambers.  
8th September,  
1952.

20 (See Document No. 52 in Record of A. J. Action No. 8 of 1952)

*N.B. These Notes of Proceedings are identical in each Action. To avoid prolixity, they are included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

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No. 48

**ACTING ATTORNEY-GENERAL'S STATEMENT AS READ OUT IN COURT**

(9th September, 1952)

No. 48  
Acting  
Attorney-  
General's  
Statement as  
read out in  
Court.  
9th September,  
1952.

(See Document No. 53 in Record of A. J. Action No. 8 of 1952)

30 *N.B. This statement is identical in each Action. To avoid prolixity, it is included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

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NOTES OF FURTHER PROCEEDINGS

(9th & 15th September, 1952)

No. 49  
Notes of  
Further  
Proceedings.  
9th and 15th  
September, 1952.

(See Document No. 54 in Record of A. J. Action No. 8 of 1952)

*N.B. These Notes of Proceedings are identical in each Action. To avoid prolixity, they are included by way of reference to Record in A. J. Action No. 8 of 1952, both Actions having been heard at the same time.*

No. 50

DECISION OF MR. JUSTICE REECE CONSEQUENT ON REFUSAL  
OF MR. KWEE DJIE HOO AND MAJOR PAMOE RAHARDJO TO  
SUBMIT TO THE ORDER OF THE COURT TO PRESENT  
THEMSELVES FOR CROSS-EXAMINATION

10

(15th September, 1952)

No. 50  
Decision of  
Mr. Justice  
Reece con-  
sequent on  
refusal of  
Mr Kwee Djie  
Hoo and Major  
Pamoe  
Rahardjo to  
submit to the  
order of the  
Court to  
present them-  
selves for  
cross-  
examination.  
15th September  
1952.

It will be recalled that on the 25th day of August, 1952, I read my decision in this Court allowing the application to cross-examine Mr. Kwee Djie Hoo, Consul-General for Indonesia and Major Pamoe Rahardjo.

Following upon this decision Mr. McNeill, Counsel for the Government of Indonesia, claimed diplomatic immunity on behalf of both Mr. Kwee Djie Hoo and Major Pamoe Rahardjo and on the 27th day of August I read my decision that neither Mr. Kwee Djie Hoo nor Major Pamoe Rahardjo was entitled to the diplomatic immunity claimed on their behalf, and ordered them to attend for cross-examination. 20

An appeal was lodged to the Full Court against my decision to grant the application to cross-examine Mr. Kwee and Major Pamoe Rahardjo and my refusal to grant diplomatic immunity to these gentlemen. I was informed on the morning of the 1st September when the hearing was resumed that the Full Court had, out of courtesy to the Consul-General of Indonesia, granted a stay until Thursday the 4th September, the Full Court having been informed by Mr. McNeill, Counsel for the Government of Indonesia, that representations had been 30 made to H.M.'s Foreign Office by the Government of Indonesia in the matter.

On the 4th September I granted a further stay of the order for cross-examination till Monday the 8th September.

When the hearing was resumed on Monday the 8th September Mr. McNeill informed the Court that he was instructed to say that yesterday, 7th September, a communique was received by Mr. Kwee Djie Hoo from his Government advising him that a communique had been received by his Government from Her Majesty's Government indicating that the diplomatic immunity of Mr Kwee Djie Hoo was recognised and that a copy of the communique had been despatched to the Government of Hong Kong. Mr. McNeill further stated that his instructing  
 10 solicitor had informed him that he (the instructing solicitor) had made enquiries of the Colonial Secretary who confirmed the receipt of the communique. Continuing Mr. McNeill said that he had been instructed that the Government of Indonesia had instructed Mr. Kwee to waive that immunity of the Court's order to the extent that the Court should vary its original order and direct that Mr. Kwee Djie Hoo be cross-examined in the precincts of the Consulate. Mr. McNeill then asked the Court to address the Hong Kong Government to ascertain the position indicated to the Hong Kong Government by Her Majesty through the Foreign Office. Mr. McNeill stated that he could not assist the Court with regard to what the communique said about Major Pamoe Rahardjo.

20 Mr. D'Almada, in replying to the observations made by Mr. McNeill, reminded the Court that the Court had decided that neither Mr. Kwee nor Major Pamoe Rahardjo was entitled to diplomatic immunity, that that was a final decision and that the Court was not being asked to reverse itself. Mr. D'Almada remarked that he deprecated the intervention of the Foreign Office in a matter which was still *sub judice* without the application of the Court.

After the application by Mr. McNeill to the Full Court on behalf of the Government of Indonesia to stay the order for cross-examination I became aware, not without concern, of the representations which had been made to Her Majesty's Foreign Office. I say not without concern because it seemed to me that any such  
 30 representations could only have been made for one purpose and one purpose only, and that purpose was to undermine the authority not only of the Supreme Court, but also of the Full Court of Hong Kong. For when the application was made, irrespective of whether it was made on the advice of Counsel on behalf of the Government of Indonesia or not, and irrespective of whether it was made without the knowledge of such Counsel, the fact remains that there was a valid and subsisting order of the Supreme Court requiring that the Consul-General Mr. Kwee and the Courier Major Pamoe Rahardjo present themselves for cross-examination on the affidavits they had filed in the actions before the Court and that there was then pending before the Full Court of Hong Kong an appeal  
 40 against this order. There was also subsisting a valid order of the Supreme Court that neither Mr. Kwee nor Major Pamoe Rahardjo was entitled to diplomatic immunity.

The reason why Mr. McNeill informed the Court of the receipt of the communique was clear. If, indeed, it was a fact that Mr. Kwee's diplomatic immunity had been recognised, then Mr. Kwee was secure from the power of the law in Hong Kong and he could not be compelled to submit to the jurisdiction of the Court for cross-examination. And thus, by pressure brought to bear

*In the  
 Supreme  
 Court of  
 Hong Kong  
 Admiralty  
 Jurisdiction*

No. 50  
 Decision of  
 Mr. Justice  
 Reece con-  
 sequent on  
 refusal of  
 Mr Kwee Djie  
 Hoo and Major  
 Pamoe  
 Rahardjo to  
 submit to the  
 order of the  
 Court to  
 present them-  
 selves for  
 cross-  
 examination.  
 15th September  
 1952.  
*continued.*

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 50  
Decision of  
Mr. Justice  
Reece con-  
sequent on  
refusal of  
Mr Kwee Djie  
Hoo and Major  
Pamoe  
Rahardjo to  
submit to the  
order of the  
Court to  
present them-  
selves for  
cross-  
examination.  
15th September  
1952.  
*continued.*

through the Executive of Her Majesty's Government as a result of representations made by a Sovereign power who was seeking to have Her Sovereignty upheld in the Supreme Court of Hong Kong, the authority of both the Supreme Court and the Full Court, before which the appeals were pending, would have been swept aside. It is to be hoped that no member of the legal profession would condone any such proceeding.

In these circumstances, I requested His Lordship the Chief Justice to address His Excellency the Governor to ascertain the true facts. In due course, I received a reply to the effect that the Hong Kong Government had not directly received any instruction or opinion upon the status of the Consul-General for Indonesia and that the Honourable the Acting Attorney-General would attend Court next day to state the position of this Government. 10

On Tuesday the 9th September, the Honourable Acting Attorney-General attended Court and read a Statement which I deem it advisable to reproduce here. The statement is as follows:—

“The Hong Kong Government has received a copy of a telegram from the Foreign Office to Her Majesty's ambassador in Djakarta instructing Her Majesty's Ambassador to explain to the Indonesian Government the attitude of Her Majesty's Government to the position taken up by Mr. Kwee and Major Pamoe Rahardjo in the proceedings before your Lordship. The Hong Kong Government has no reason to believe that Her Majesty's Ambassador has not acted upon his instructions. Be that as it may, Your Lordship will appreciate that the Hong Kong Government is not in a position to communicate to the Court the contents of a communication not addressed to such Government and which it has not been authorised to disclose. I regret therefore that I am unable to elaborate what I have said except to state positively that the Hong Kong Government has not received a copy of any communique from Her Majesty's Government to the Government of Indonesia. 20

I am able to state that the Hong Kong Government follows Her Majesty's Government in the United Kingdom by recognising that Consuls and diplomatic couriers cannot be compelled to give evidence about matters within the scope of their official duties. The question, my Lord, how far this privilege is pertinent in the proceedings before your Lordship or what is the effect of its being put forward after evidence has been filed or any further question which might arise if the privilege is claimed are in my view questions for your Lordship and I do not therefore propose to say anything further in that connection. My Lord I have copies of the statement I have made which I am prepared to hand to your Lordship and to Counsel after which if your Lordship permits, I will withdraw”. 30 40

From this statement it becomes very clear that Her Majesty's Government had not recognized Mr. Kwee Djie Hoo's diplomatic immunity, as was stated by Mr. McNeill. Although the statement made it clear that Her Majesty's Government recognizes that consuls and diplomatic couriers cannot be compelled to give evidence about matters within the scope of their official duties, it seems to me that the statement of the learned Attorney-General added nothing about the status

of consuls and couriers beyond what I have already stated in my decision on the claim to diplomatic immunity made on behalf of Mr. Kwee and Major Pamoe Rahardjo.

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

After the statement by the learned Attorney-General, Mr. McNeill informed the Court that Mr. Kwee claimed absolute immunity from cross-examination on the affidavits filed by him, as also did Major Pamoe Rahardjo. He went on to say that the Indonesian Government had instructed Mr Kwee that, upon it being established that he was not compelled to come into Court and be cross-examined, he was to offer himself for cross-examination in the Consulate. In other words, the Government of Indonesia is prepared to waive what it calls Mr. Kwee's immunity if the Court made an order for his cross-examination in the precincts of his Consulate, but if the Court did not condescend to come to the Consulate or send an officer of the Court to the Consulate for the purpose of cross-examining Mr. Kwee then adheres to his claim to immunity. Mr. McNeill said his remarks applied equally to Major Pamoe Rahardjo.

No. 50  
Decision of  
Mr. Justice  
Reece con-  
sequent on  
refusal of  
Mr Kwee Djie  
Hoo and Major  
Pamoe  
Rahardjo to  
submit to the  
order of the  
Court to  
present them-  
selves for  
cross-  
examination.  
15th September  
1952.  
*continued.*

The effect of Mr. McNeill's remarks seems to me to be this. If the Court recognises that Mr. Kwee and Major Pamoe Rahardjo have immunity to the extent that they cannot be compelled to come to Court to be cross-examined on the affidavits they have filed in the actions before the Court, then the Indonesian Government has instructed them to waive that immunity on condition that the Court sends an officer of the Court to cross-examine them in the Indonesian Consulate. I must firstly remark that it is incumbent on me to say that I do not recognise any such immunity, for I have so held in a decision already given in this action, which decision has not been set aside, that neither Mr. Kwee nor Major Pamoe Rahardjo is entitled to the immunity claimed. I have no intention of now going back upon that decision. Secondly, I will again repeat that my order for cross-examination of both these gentlemen, though the subject of an appeal before the Full Court, still stands. But, so far as Mr. Kwee is concerned, it is not my intention in the circumstances to compel him to attend before the Court, although I deem him in contempt for refusing to obey the order of the Court. With respect to the directions, which Mr. McNeill states Mr Kwee has received from the Government of Indonesia, to waive his immunity partially and submit to cross-examination if the Court varies its original order and directs an officer to conduct the examination in the Indonesian Consulate, I will repeat what I have already said, viz., that this Court has no intention of bowing to the dictates of the Indonesian Government. If the Indonesian Government is directing Mr. Kwee to waive the alleged immunity which it claims he has, then Mr. Kwee must either waive that immunity and submit to the jurisdiction of this Court entirely or not at all. For, I have never before heard of such a thing as a partial waiver of one's legal rights. It is indeed a novel proposition of law. But Mr. McNeill has informed the Court that Mr. Kwee will not waive that alleged immunity unless the Court directs the cross-examination in the Consulate. It is only too clear that Mr Kwee wants to make the best of two worlds. He cannot, for this Court has no intention of going to the Indonesian Consulate or of sending any of its officers to the Consulate to cross-examine Mr. Kwee. I have said that in the circumstances I have no intention of compelling Mr. Kwee to come to Court, and thus the position is that Mr. Kwee refuses to be cross-examined and his Government must abide by the consequences of such refusal.

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 50

Decision of  
Mr. Justice  
Reece con-  
sequent on  
refusal of  
Mr Kwee Djie  
Hoo and Major  
Pamoe  
Rahardjo to  
submit to the  
order of the  
Court to  
present them-  
selves for  
cross-  
examination.  
15th September  
1952.  
*continued.*

As for Major Pamoe Rahardjo, I have been informed that he left the country on the morning of Saturday 6th September, being recalled by his Government. I do not propose to make any observations at this stage about this gentleman, except to say that if he remained in Hong Kong and continued to disobey the order of the Court to attend, he would not have received the same courteous treatment now being extended to Mr. Kwee as Consul-General, and that a warrant would have been issued to compel his attendance in obedience to the Court's order. He has, however, been removed from all possibility of being cross-examined.

The result, therefore, is that neither Mr. Kwee nor Major Pamoe Rahardjo 10 is available for cross-examination as ordered by this Court. What then is the effect of their failure to submit to cross-examination on the claim of the Indonesian Government for the release of the vessel, the Tasikmalaja?

On the 19th July, 1952, Messrs. Wilkinson & Grist, Solicitors for the Government of the Republic of Indonesia filed a notice of motion that the Court would be moved on the 10th day of July by Counsel on behalf of the Government of the Republic of Indonesia for an order that the writ of summons and all subsequent proceedings therein be set aside with costs on the following grounds:—

1. That this Action impleads a Foreign Sovereign State namely the Government of the Republic of Indonesia. The said Government is 20 unwilling to submit to the jurisdiction of this Honourable Court.
2. That the said steamship is the property of the Government of the Republic of Indonesia.
3. Further or alternatively that the said Steamship is and at all material times was in the possession and effective control of the said Government by its duly authorised agents.
4. That the said Government is and was at all material times entitled to possession of the said Steamship.
5. That the claim in this case is against a Foreign Sovereign State and the Court has no jurisdiction or alternatively will not exercise its jurisdiction 30 to decide the same.
6. That a claim to the said Steamship is being made by a Foreign Sovereign State and the Court has no jurisdiction or alternatively will not exercise its jurisdiction to decide the validity of the said claim.

In presenting the motion to the Court on behalf of the Government of the Republic of Indonesia, Mr. McNeill said that the issue on the motion was whether his clients had been impleaded by the proceedings in the two actions before the Court. At a later date Mr. McNeill informed the Court that he was not raising the issue of title and that any matters of title were the very matters which the motion sought to exclude. The Government of the Republic of Indonesia, he said, 40 had entered a conditional appearance because they did not wish to submit to the jurisdiction of the Court. In outlining his argument to the Court Mr. McNeill

submitted that it was enough if the Government of the Republic of Indonesia showed they had an interest in the vessel at the material time. And he continued:—

“An assertion of a claim by a foreign Sovereign is enough where the Sovereign has brought chattels into the country. If that is held to be insufficient, at most we have to show the basis of our claim. Whether the basis of that claim is good or bad is irrelevant to the issue before the Court”.

10 Although he said it was not necessary, Mr. McNeill stated that the Indonesian Government based its claim, inter alia, on ownership of the vessel.

I have referred to these submissions made by Mr. McNeill merely to illustrate that while he states that the Court cannot investigate matters of title yet he advances certain grounds upon which he claims that the Government of Indonesia relies. And the evidence in support of these grounds is contained in the affidavits of Mr. Kwee and Major Pamoe Rahardjo. In sharp conflict with the allegations contained in the affidavits of these gentlemen are the allegations contained in the affidavits filed on behalf of the Plaintiffs. Furthermore, there are contained in the affidavits filed on behalf of the Plaintiffs allegations of fraud which, in my opinion, go to the very root of the basis of the claim on which the Government of the Republic of Indonesia seeks to obtain the release of the vessel. And it is worthy of note that Mr. McNeill said that he could not leave these allegations of fraud unanswered on the file. Thus, with respect to the allegations of fraud alone, it is obvious that there is conflict between the deponents of the several parties. Nevertheless, the Government of the Republic of Indonesia is, against its own interest, unwilling to assist the Court in its search for the truth amongst these conflicting statements by directing its Consul-General and Courier to submit to cross-examination on the affirmations they have sworn to and filed in support of its claim to the release of this vessel.

30 It seems to me quite unnecessary at this stage to go fully or at any length into the complex and, in my opinion, still unsettled law relating to sovereign immunity and I propose briefly to refer to a few authorities which appear to me to support the course of action which I have decided to take. In mentioning the *Parlement Belge* (1880) 5 p.197, where the principle of sovereign immunity is elaborately set out in a very lengthy judgment, I do so only for the purpose of showing that the ship was admitted to be the property of a foreign sovereign and that there was no conflict of fact. In *the Cristina* (1938) A.C. 485, at p.505 Lord Wright observed:—

40 “The crucial fact in this connection is simply that *de facto* possession was enjoyed by the Spanish Government. The position would obviously have been quite different if the respondent were seeking to obtain possession by the process of this Court instead of resisting an attempt by the process of the Court to oust it from actual possession.

In the present case, the fact of possession was proved. It is unnecessary here to consider whether the court would act conclusively on a bare assertion by the Government that the vessel is in its possession, I should hesitate as at present advised so to hold, but the respondent here has established the necessary facts by evidence.”

His Lordship emphasized that the Government had possession at the time when the claim to immunity was made and that the necessary facts had been 40 established by evidence.

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 50  
Decision of  
Mr. Justice  
Reece con-  
sequent on  
refusal of  
Mr Kwee Djie  
Hoo and Major  
Pamoe  
Rahardjo to  
submit to the  
order of the  
Court to  
present them-  
selves for  
cross-  
examination.  
15th September  
1952.  
*continued.*

In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction

No. 55  
Decision of  
Mr. Justice  
Reece con-  
sequent on  
refusal of  
Mr Kwee Djie  
Hoo and Major  
Pamoe  
Rahardjo to  
submit to the  
order of the  
Court to  
present them-  
selves for  
cross-  
examination.  
15th September  
1952.  
*continued.*

In the *Dollfus Mieg* case, (1952) 1 A.E.R. 572, the principle enunciated in *The Cristina* was approved and at p.588 Lord Radcliffe said:—

“ But the principle recognised in the *Parlement Belge* has been carried much further since then. It has been applied even when the Sovereign had not claimed, let alone proved, that he was the owner of the property which was the subject of the action. It has been regarded as sufficient to stay the proceedings that he had *de facto* possession of the property (“*The Gagara, The Jupiter, the Cristina* cases), or such rights of direction and control, without possession, as arise from requisitioning (*The Broadmayne*), and that the nature of the proceedings is such that, if successful, they would result in an order of the Court affecting that possession or those other rights”. 10

From the passages quoted above from *the Cristina* and the *Dollfus Mieg* cases, I am of the opinion that the State of the law on the question of the impleading of Sovereign States requires the foreign state claiming immunity from the jurisdiction of the Court to satisfy the court that it has at least an interest in the property whose release is sought and this can only be done by evidence which has been found to be satisfactory and trustworthy.

In the case before this Court the Government of the Republic of Indonesia has in the notice of motion to which I have already referred asserted its claim to Sovereign immunity from the jurisdiction of the Court and to what is in effect the release of the ship. It has sought to establish its claim by affidavits filed by Mr. Kwee, its Consul-General, and Major Pamoe Rahardjo. I have said that these affidavits contain allegations which are disputed and alleged to be fraudulent. I am of the opinion that justice cannot be done in this matter unless the veracity of Mr. Kwee and Mr. Pamoe Rahardjo be tested by cross-examination. I must satisfy myself that the claims of the Government of Indonesia are established. For this purpose I ordered the cross-examination of Mr. Kwee and Major Pamoe Rahardjo. They have refused to submit. I am satisfied that, when Major Pamoe Rahardjo, who had been recalled by his Government at a late hour, swore to the affidavits filed by him, he was acting as an agent for the Government of the Republic of Indonesia and was not discharging his official functions of a courier and consequently he was not entitled to a vestige of protection. It is against him and the man Starr that serious allegations of fraud have been made. His Government has seen fit to recall Major Pamoe Rahardjo and so has made it impossible for him to be cross-examined, and his veracity tested. 20 30

Now, it is conceded that the Court has the power, where a deponent does not appear for cross-examination when an order requiring him to appear has been made, to refuse to act on an affidavit and to strike out the affidavit. In *Shea v. Green* 2 Times Reports 533, Mr. Justice Field refused to act on an affidavit on the ground that it had been made by a person who, having absconded, could not be cross-examined. On appeal, the Court dismissed the appeal with costs. It seems to me that in the case of *Shea v. Green* there is a striking parallel to the case of Major Pamoe Rahardjo. In the *Parisian*, (1887), 13 P., Butt J. said that the Registrar was perfectly within his right if he refused to give weight to statements in an affidavit unless and until the deponent has been cross-examined on his affidavit. In the case of *Dunne v. English* (1874) L.R. 18 Eq. 524 at 529, where the plaintiff, in support of his case, had filed an affidavit by a gentleman occupying an official position in the United States and defendant gave notice to cross-examine this witness, who had come for that purpose to the country, but was obliged to return before the cause came on to be heard, Sir G. Jessel, M.R. said:— 40 50

“The evidence must be rejected. The witness ought to have been here for cross-examination. It is not enough that he was here at one time; if he could not remain, the plaintiff ought to have taken the evidence by commission and postponed the hearing.”

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

The position of Major Pamoe Rahardjo seems to me to be precisely the same as that of the witness in *Dunne v. English*. Major Pamoe Rahardjo had been in Hong Kong from at least the 15th August, 1952, when he swore to an affirmation before the Registrar of this Court and he left the Colony on the 6th September, said to have been recalled by his Government, presumably after the  
10 Consul-General for Indonesia had received the communique referred to above.

I am not at all impressed by the argument of Mr. McNeill that it is the Court's refusal to make an order for the cross-examination of Mr. Kwee in the consulate premises which is the cause of Mr. Kwee's not being cross-examined and that in such circumstances there is no ground whatever for striking out the affidavits. I dismiss such an argument as being without any merit.

In the circumstances and having due regard to the sharp conflict of facts disclosed in the affidavits of Mr. Kwee and Major Pamoe Rahardjo filed on behalf of the Government of the Republic of Indonesia and those filed on behalf of the plaintiffs in the actions, I refuse to give any weight to the affidavits of Mr Kwee  
20 and Major Pamoe Rahardjo and reject them and order them to be removed from the files. That being so, there is no evidence before this Court to support the claims made in the Notice of Motion filed on behalf of the Government of Indonesia and I therefore dismiss the Motion with costs.

(Sd.) C. W. REECE,  
Puisne Judge.  
15/9/1952.

No. 50  
Decision of  
Mr. Justice  
Reece con-  
sequent on  
refusal of  
Mr Kwee Djie  
Hoo and Major  
Pamoe  
Rahardjo to  
submit to the  
order of the  
Court to  
present them-  
selves for  
cross-  
examination.  
15th September  
1952.  
*continued.*

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No. 51

**Pleadings Included in Record of Proceedings on Insistence by the Govern-  
ment of the Republic of Indonesia but Objected to by Juan Ysmael &  
Company Incorporated.**

30

**APPEARANCE BY THE HONG KONG & WHAMPOA DOCK COMPANY,  
LIMITED**

(26th September, 1952)

TAKE NOTICE that we appear for The Hongkong & Whampoa Dock Company Limited whose registered office is situate at Kowloon Dock, Kowloon in the Colony of Hong Kong a party interested in this action.

Dated this 26th day of September, 1952.

(Sd.) DEACONS,

Solicitors for the Hongkong & Whampoa Dock  
Company, Limited

40

Our place of business is at Prince's Building,  
1, Des Voeux Road Central Victoria Hongkong.

Our address for service is Prince's Building,  
1, Des Voeux Road Central Victoria Hongkong.

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No. 51  
Appearance by  
the Hong Kong  
& Whampoa  
Dock Company  
Limited.  
26th September,  
1952.



**Evidence Included in Record of Proceedings on Insistence by the Government of the Republic of Indonesia but Objected to by Juan Ysmael & Company Incorporated.**

**AFFIDAVIT OF THOMAS WILLIAM GRIMSDALE IN SUPPORT**

(26th September, 1952)

No. 52  
Affidavit of  
Thomas William  
Grimsdale in  
support.  
26th September,  
1952.

I, THOMAS WILLIAM GRIMSDALE of the Hong Kong & Whampoa Dock Company Limited Kowloon in the Colony of Hong Kong make oath and say as follows:—

1. I am the Secretary of the Hong Kong & Whampoa Dock Company Limited (hereinafter referred to as "the Company") and am authorized by the Company to make this affidavit on its behalf and the facts herein deposed to are within my own knowledge. 10
2. In the early part of the year 1952 one J. W. Kuitert who stated he was a representative of the Government of the Republic of the United States of Indonesia had a number of interviews with officials of the Company with a view to the Company carrying out certain specified repairs to the S. S. "Tasikmalaja" and he asked the Company to submit a tender for that work to him on behalf of the Government of the Republic of the United States of Indonesia. 20
3. Subsequently on or about the 20th May 1952 the said J. W. Kuitert accompanied by the Consul General in Hong Kong and one of the Vice-Consuls of the Government of the Republic of the United States of Indonesia had a further interview with officials of the Company at which the said Consul General informed the Company that the said J. K. Kuitert was the person who had full authority from the Government of the Republic of the United States of Indonesia to give instructions as to the work which was to be done to the said ship and also to supervise the work.
4. On the 21st April 1952 a tender for certain specified work to be done and materials to be supplied to and for the said S.S. Tasikmalaja was submitted to the said J. W. Kuitert which tender subject to certain modifications was accepted by him on behalf of the Government of the Republic of the United States of Indonesia on the 10th May, 1952. 30
5. On the 9th May, 1952 the S.S. "Tasikmalaja" was brought to the Company's premises and made fast to the sea-wall preparatory to the work being commenced and on the 25th June, 1952 she was arrested in this action and placed in the custody of the Admiralty Marshall.
6. From the time when the ship first came into the possession of the Company on the 9th May, 1952 and was made fast to the Company's premises up to about 5th September, 1952 Mr. Kuitert as the representative of the Government of the Republic of the United States of Indonesia had constantly gone on and off board the vessel giving instructions as to the work to be done and supervising that work. 40

7. With the exception of certain short periods when she was moved by the Company's tugs to other places for the purpose of convenience in carrying out the work the S.S. "Tasikmalaja" remained made fast alongside the Company's premises from the 9th May, 1952 until the date of her arrest by the Admiralty Marshall on the 25th June, 1952 and was there made fast at that date and since the last mentioned date has also remained in the custody of the Admiralty Marshall made fast alongside the Company's premises except for certain movements made for the sake of necessity such as typhoon warnings or convenience and is now made fast to a Buoy belonging to the Company off the Company's premises and has incurred and is incurring expenses for wharfage towage and incidental accounts a bill for which will be subsequently rendered by the Company.
- 10
8. During the period from the 9th May, 1952 to the 25th June, 1952 in addition to the work tendered for the said J. W. Kuitert ordered on behalf of the Government of the Republic of the United States of Indonesia certain additional works and materials to be carried out on and supplied to the ship all of which have been done and supplied and which together with the work tendered for brings the full value of the work done and materials supplied to the said S.S. "Tasikmalaja" up to the sum of \$368,432.52 there are also charges for towage when movement of the ship was necessary still due and these amount to \$4,328.00 making in all a total of \$372,760.52 and of that amount the Company has been paid the sum of \$200,000.00 by the Consul General in Hongkong of the Government of the Republic of the United States of Indonesia for and on behalf of that Government.
- 20
9. With a view to facilitating payment of the balance due to the Company for work done and materials supplied a further sum of \$150,000.00 was deposited by the Consul General in Hong Kong of the Republic of the United States of Indonesia with the Hong Kong & Shanghai Banking Corporation in Hongkong in the joint name of the Company and the Consulate General of the Republic of the United States of Indonesia.
- 30
10. I have been informed by Mr. J. W. Kuitert on behalf of the Consul General in Hongkong of the Government of the Republic of the United States of Indonesia that whatever is the result in this action or in Admiralty Jurisdiction Action No. 8 of 1952 his Government will be responsible for payment of the balance of the Company's account for the work done and materials supplied to the said S.S. "Tasikmalaja".
11. On the 4th July, 1952 a man called on me at the Company's registered office and gave his name as Mr. Khodr; he said that he was the representative of Juan Ysmael and Company Incorporated of Manila the Plaintiff in Admiralty Jurisdiction Action No. 8 of 1952 and that he was acting under a Power of Attorney given to him by that corporation: he produced a document to me which he stated was his Power of Attorney and it appeared to me to be a document of that nature. He further stated that he had instituted Admiralty Jurisdiction Action No. 8 of 1952 on behalf of the Plaintiffs in that action for possession of the S.S. "Tasikmalaja" as owners of that ship; he said that he was particularly anxious that the repairs then in progress
- 40

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 52  
Affidavit of  
Thomas William  
Grimsdale in  
support.  
26th September,  
1952.  
*continued.*

Exhibit A & B  
Ref. No. 35 &  
36 (113 & 114  
in A.J. 8)

- should be completed and that the said Juan Ysmael and Company Incorporated would be responsible for payment of the balance of the Company's accounts in respect of the work and materials done and supplied to the said ship that he had instructed Mr. M. A. da Silva Solicitor to act for the Plaintiffs in the matter and generally.
12. In consequence of that interview I wrote to Mr. M. A. da Silva a letter a copy of which is annexed hereto and marked "A" and I received from Mr. M. A. da Silva in reply a letter enclosing the undertaking a copy of which is annexed hereto and marked "B".
  13. The Company claims that on the 25th June, 1952 being the date of the first 10 arrest of the ship by the Admiralty Marshall the Company had a possessory lien on the ship for work done and materials supplied to her prior to that date.
  14. Since the said 25th day of June, 1952 the Company has carried out work on and supplied materials to the said ship and she is still moored at a buoy belonging to the Company situate opposite to the Company's premises in the control of the Admiralty Marshall and has incurred and is incurring expenses as stated in the earlier part of this my affidavit.
  15. As being the holders of a possessory lien on the ship the Company is a party interested in this action and intends to enter an appearance therein. 20

Sworn etc.

No. 53  
Notice for  
Hearing.  
9th October,  
1952.

No. 53

**NOTICE FOR HEARING**

(9th October, 1952)

Take notice that we set down this action for hearing. Dated the 9th day of October, 1952.

(Sd.) STEWART & CO.,  
Solicitors for the Plaintiff.

To:  
The Registrar,  
Supreme Court, Hong Kong.

30

No. 53A

**Evidence Included in Record of proceedings on Insistence by the Government of the Republic of Indonesia but Objected to by Juan Ysmael & Company Incorporated.**

**LETTER — M. A. DA SILVA TO STEWART & CO.**

(4th November, 1952)

4th November, 1952.

Messrs. Stewart & Co.

Dear Sirs,

10

Re: A. J. Action No. 6 of 1952.

I am instructed to send you herewith my cheque for \$24,586.00 being balance of your client's claim, deducting \$1,000.00 already paid, and, as arranged with your Mr. Way, the question of your costs is to be left in abeyance to be decided later.

I also record your Mr. Way's undertaking to try and recover the said claim from the Indonesian Government in the event of their being successful in their appeal and to refund same to my clients, such undertaking, of course, importing no legal obligation.

Yours faithfully,  
(Sd.) MARCUS DA SILVA

20 Encl.

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No. 53B

**Evidence Included in Record of proceedings on Insistence by the Government of the Republic of Indonesia but Objected to by Juan Ysmael & Company Incorporated.**

**LETTER — STEWART & CO. TO M. A. DA SILVA**

(5th November, 1952)

5th November, 1952.

M. A. da Silva Esq.,  
Solicitor,  
Hong Kong.

30 Dear Sir,

Re: A. J. Action No. 6 of 1952.

We thank you for your letter of yesterday's date, and for your cheque for HK\$24,586.00, our receipt for which we enclose.

The second paragraph of your letter exactly records the understanding between us.

We think that we should confer at an early date for the purpose of deciding what further steps should be taken in A. J. Action No. 6.

Yours faithfully,  
(Sd.) STEWART & CO.

40 Encl: Receipt.

*In the  
Supreme  
Court of  
Hong Kong  
Admiralty  
Jurisdiction*

No. 53A  
Letter—  
M. A. da Silva  
to Stewart  
& Co.  
4th November,  
1952.

No 53B  
Letter—  
Stewart & Co.  
to M. A. da  
Silva.  
5th November,  
1952.

In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

## NOTICE OF APPEAL

### NOTICE OF MOTION BY THE GOVERNMENT OF THE REPUBLIC OF INDONESIA (APPELLANTS) ON APPEAL TO FULL COURT

(15th September, 1952)

No. 54  
Notice of  
Motion by the  
Government of  
the Republic  
of Indonesia  
(Appellants)  
on Appeal to  
Full Court.  
15th September,  
1952.

TAKE NOTICE that the Full Court will be moved at 10.00 o'clock a.m. on Tuesday 30th day of September, 1952 or so soon thereafter as Counsel can be heard by Mr. John McNeill, Q.C. and Mr. D. A. L. Wright, Counsel for the above-named Appellants for an order that the Judgment of the Honourable Mr. Justice Reece dated the 15th day of September 1952 dismissing the Notice of Motion filed herein on behalf of the Government of Indonesia dated the 9th day of July 1952 be rescinded and that the costs of this Appeal may be paid by the Respondents to the Appellants. 10

Dated the 15th day of September, 1952.

(Sd.) WILKINSON & GRIST,  
Solicitors for the Government of the  
Republic of Indonesia.

To: The Plaintiff and to Messrs. Stewart & Co., his Solicitors and to Mr. M. A. da Silva, Solicitor for Messrs. Juan Ysmael & Co. Inc. 20

Ex Parte  
Notice of  
Motion by the  
Government of  
the Republic of  
Indonesia  
(Appellants)  
for leave to  
file on short  
notice Notice of  
Motion for stay  
of further  
proceedings in  
Admiralty  
Jurisdiction  
Action No. 6 of  
1952.  
15th September,  
1952.

### EX PARTE NOTICE OF MOTION BY THE GOVERNMENT OF THE REPUBLIC OF INDONESIA (APPELLANTS) FOR LEAVE TO FILE ON SHORT NOTICE NOTICE OF MOTION FOR STAY OF FURTHER PROCEEDINGS IN ADMIRALTY JURISDICTION ACTION NO. 6 OF 1952

(15th September, 1952)

TAKE NOTICE that the Full Court will be moved at 4 p.m. on Monday the 15th day of September, 1952 or so soon thereafter as Counsel can be heard by Mr. John McNeill, Q.C. and Mr. D. A. L. Wright, Counsel for the abovenamed Appellants for the following Orders:— 30

1. That the abovenamed Appellants do have leave to file and serve on short notice Notice of Motion for a stay of all further proceedings in Admiralty Jurisdiction No. 6 of 1952 pending the hearing of an Appeal from the Judgment of the Honourable Mr. Justice Reece dated the 15th day of September, 1952 dismissing a Motion filed on behalf of the Government of the Republic of Indonesia and dated the 9th day of July, 1952.
2. That the said Notice of Motion for a stay as aforesaid shall be returnable for 11 a.m. the 16th day of September, 1952.

Dated the 15th day of September, 1952.

(Sd.) WILKINSON & GRIST,  
Solicitors for the Government of the  
Republic of Indonesia. 40

## AFFIDAVIT OF PETER JOHN GRIFFITHS

(15th September, 1952)

I, PETER JOHN GRIFFITHS of No. 2 Queen's Road Central, Victoria in the Colony of Hong Kong hereby make oath and say as follows:—

1. I have the conduct of this Action on behalf of the Government of the Republic of Indonesia.
- 10 2. I was present in the Supreme Court at 10 a.m. this 15th day of September 1952 when Judgment was delivered by the Honourable Mr. Justice Reece dismissing the Notice of Motion filed herein on behalf of the Government of the Republic of Indonesia and dated the 9th day of July, 1952.
3. After the dismissal of the said Motion an application was made by Counsel for the Plaintiff that the hearing of this Action be adjourned *sine die* with liberty to apply.
4. No notice has yet been served upon the Solicitors for the Indonesian Government in accordance with Section 78 of the Supreme Court (Admiralty Procedure) Rules.
5. I have received instructions from the Government of the Republic of Indonesia to appeal against the said Judgment delivered on the Motion.

20 AND LASTLY the contents of this my Affidavit are true.

Sworn etc.

## NOTES OF PROCEEDINGS IN CHAMBERS

(15th September, 1952)

(See Document No. 73 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

No. 56  
Peter John  
Griffiths'  
Affidavit,  
15th September,  
1952.

No. 57  
Notes of  
Proceedings in  
Chambers.  
15th September,  
1952.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 58

**ORDER FOR LEAVE TO FILE ON SHORT NOTICE NOTICE OF MOTION  
FOR STAY OF ALL FURTHER PROCEEDINGS IN ADMIRALTY  
JURISDICTION ACTION NO. 6 OF 1952**

(15th September, 1952)

No. 58  
Order for leave  
to file on short  
notice Notice  
of Motion for  
stay of all  
further  
proceedings in  
Admiralty  
Jurisdiction  
No. 6 of 1952.  
15th September,  
1952.

Upon the application of the Appellants and upon hearing Counsel for the Appellants IT IS ORDERED as follows:

1. That the above-named Appellants do have leave to file and serve on short notice a Notice of Motion for a stay of all further proceedings in Admiralty Jurisdiction No. 6 of 1952 pending the hearing of an Appeal from the Judgment of the Honourable Mr Justice Reece dated the 15th day of September 1952 dismissing a Motion filed on behalf of the Government of the Republic of Indonesia and dated the 9th day of July, 1952. 10
2. That the said Notice of Motion for a stay as aforesaid shall be returnable for 11 a.m. on the 16th day of September, 1952.

(L.S.)

(Sd.) R. WINTER  
Registrar.

No. 59  
Notice of  
Motion by the  
Government of  
the Republic  
of Indonesia  
(Appellants)  
for Stay of  
further  
proceedings in  
A.J. Action  
No. 6 of 1952.  
15th September,  
1952.

No. 59

**NOTICE OF MOTION BY THE GOVERNMENT OF THE REPUBLIC OF  
INDONESIA (APPELLANTS) FOR STAY OF FURTHER PROCEEDINGS IN  
ADMIRALTY JURISDICTION ACTION NO. 6 OF 1952** 20

(15th September, 1952)

TAKE NOTICE that the Full Court will be moved at 11 a.m. on Tuesday the 16th day of September 1952 or so soon thereafter as Counsel can be heard by Mr John McNeill, Q.C. and Mr. D. A. L. Wright Counsel for the abovenamed Appellants for an Order that all further proceedings in Admiralty Jurisdiction Action No. 6 of 1952 be stayed pending the hearing of an Appeal from the Judgment of the Honourable Mr. Justice Reece dated the 15th day of September 1952 dismissing a Motion filed on behalf of the Government of the Republic of Indonesia and dated the 9th day of July 1952 of which Appeal the Appellants have given notice by Notice of Motion dated the 15th day of September, 1952. 30

Dated the 15th day of September, 1952.

(Sd.) WILKINSON & GRIST,  
Solicitors for the Government of the  
Republic of Indonesia.

To the Plaintiff and to Messrs. Stewart & Co., his Solicitors, and to Mr. M. A. da Silva, Solicitor for Messrs. Juan Ysmael & Co., Inc.

## No. 60

## NOTES OF THE CHIEF JUSTICE ON HEARING OF MOTION FOR STAY

(16th September, 1952)

(See Document No. 76 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 60  
Notes of the  
Chief Justice  
on Hearing of  
Motion for  
Stay.  
16th September  
1952.

## No. 60A

## NOTES OF THE SENIOR PUISNE JUDGE ON HEARING OF MOTION FOR STAY

10

(16th September, 1952)

(See Document No. 76A in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

No. 60A  
Notes of the  
Senior Puisne  
Judge on  
Hearing of  
Motion for  
Stay.  
16th September,  
1952.

## No. 61

DECISION OF FULL COURT INDICATING THAT FULL COURT  
PREPARED TO GRANT STAY UPON COMPLIANCE  
WITH CERTAIN TERMS STATED, ADJOURNING  
IN THE MEANTIME APPLICATION, WITH  
INTERIM STAY, UNTIL 24TH SEPTEMBER, 1952

20

(16th September, 1952.)

Coram: Howe, C. J. &amp; Williams, J.

In view of the exceptional circumstances of these cases, the Court is prepared to grant an order to stay all further proceedings in the two Admiralty Actions, Nos. 6 & 8 of 1952, until the hearing of the appeals conditional on these terms :—

30

1. Payment by the Government of the Republic of Indonesia to the Plaintiffs of an agreed sum to cover the taxed costs of the proceedings before Reece J., and of these applications, their solicitors undertaking to refund the taxed costs, if the appeals prove successful, or any balance over.

No. 61  
Decision of  
Full Court  
indicating that  
Full Court  
prepared to  
grant Stay upon  
compliance  
with certain  
terms stated,  
adjourning in  
the meantime  
application,  
with interim  
Stay until  
24th September  
1952.  
16th September,  
1952.



*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 61  
Decision of  
Full Court  
indicating that  
Full Court  
prepared to  
grant Stay upon  
compliance  
with certain  
terms stated,  
adjourning in  
the meantime  
application,  
with interim  
Stay until  
25th September  
1952.  
16th September,  
1952.  
*continued.*

2. Payment by the Government of the Republic of Indonesia to the Plaintiffs in Admiralty Action No. 6 of 1952 of his claim, his solicitor giving an undertaking to refund the sum if the appeal proves unsuccessful.
3. In Admiralty Action No. 8 of 1952 the Government of the Republic of Indonesia undertaking to the Court to pay compensation, if ultimately unsuccessful in their claim, to the Plaintiffs for the loss of profits sustained by the Plaintiffs from the date of the judgment of Reece, J.
4. Payment by the Government of the Republic of Indonesia into Court of expenses incurred so far in connection with the arrest of the ship by way of bailiffs' & watchmen's fees etc. 10
5. Payment by the Government of the Republic of Indonesia into Court of the sum of HK\$10,000.00 as security for the costs of these appeals: liberty to apply for further security if necessary.

The above terms to be complied with within 7 days.

The motions are accordingly adjourned to 24th September 1952 at 10 a.m. with a stay of proceedings until that date.

16/9/52.

No. 62  
Further Notes  
of the Chief  
Justice on  
hearing of  
Motion for  
Stay.  
24th September,  
1952.

No. 62

**FURTHER NOTES OF THE CHIEF JUSTICE ON HEARING OF MOTION  
FOR STAY** 20

(24th September, 1952)

(See Document No. 78 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

## No. 62A

**FURTHER NOTES OF THE SENIOR PUISNE JUDGE ON HEARING OF  
MOTION FOR STAY**

(24th September, 1952)

(See Document No. 78A in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 62A  
Further Notes  
of the Senior  
Puisne Judge  
on Hearing of  
Motion for  
Stay.  
24th September,  
1952.

## No. 63

**10 EX PARTE NOTICE OF MOTION BY THE GOVERNMENT OF THE REPUBLIC  
OF INDONESIA (APPELLANTS) FOR LEAVE TO FILE ON SHORT NOTICE  
NOTICE OF MOTIONS FOR EARLIER DATES TO BE FIXED FOR  
HEARING OF APPEAL**

(21st October, 1952)

TAKE NOTICE that the Full Court will be moved at 10 o'clock a.m. on Wednesday the 22nd day of October, 1952 or so soon thereafter as Counsel can be heard by Mr. D. A. L. Wright of Counsel for the abovenamed Appellants for an Order that the Appellants do have leave to file and serve on short notice a Notice of Motion herein for earlier dates to be fixed for the hearing of this Appeal.

20 Dated the 21st day of October, 1952.

(Sd.) WILKINSON & GRIST,  
Solicitors for the Government of the  
Republic of Indonesia.

No. 63  
Ex Parte  
Notice of  
Motion by the  
Government of  
the Republic of  
Indonesia  
(Appellants)  
for leave to  
file on short  
notice Notice  
of Motion for  
earlier dates  
to be fixed for  
hearing of  
Appeal.  
21st October,  
1952.

**Evidence Included in Record of Proceedings on Insistence by the  
Government of the Republic of Indonesia but Objected to by Juan  
Ysmael & Company Incorporated.**

No. 64  
Peter John  
Griffiths'  
Affidavit.  
22nd October,  
1952.

**AFFIDAVIT OF PETER JOHN GRIFFITHS**

(22nd October, 1952)

I, PETER JOHN GRIFFITHS of No. 2 Queen's Road Central Victoria in the Colony of Hong Kong, Solicitor, a partner in the firm of Messrs. Wilkinson & Grist of the same address hereby make oath and say as follows:—

1. I am instructed by the Government of the Republic of Indonesia in this 10 case.
2. Since the dates were fixed for the hearing of this case certain further developments have occurred, namely:—
  - (a) A fresh Action has been instituted by the Hong Kong & Whampoa Dock Co., Ltd. who have issued a Writ in rem against the S/S "Tasikmalaja" claiming certain moneys for repairs. I am advised that it will be necessary to enter a conditional Appearance on behalf of the Government of the Republic of Indonesia and raise the whole question of immunity in this case once more. An expedited hearing of this Appeal may render it unnecessary to contest Admiralty Jurisdiction 20 Action No. 13 of 1952 in detail so reducing costs.
  - (b) The hearing of Admiralty Jurisdiction Action No. 6 of 1952 has now been completed but from searches made in the records at the Supreme Court it appears that Judgment has not yet been given.

AND LASTLY the contents of this my Affidavit are true.

Sworn etc.

---

No. 65

**ORDER FOR LEAVE TO FILE ON SHORT NOTICE NOTICE OF MOTION  
FOR EARLIER DATES TO BE FIXED FOR HEARING OF APPEAL**

(22nd October, 1952)

UPON the application of the Appellants and upon hearing Counsel for the Appellants IT IS ORDERED as follows:—

1. That the abovenamed Appellants do have leave to file and serve on short notice a Notice for Motion for an order that the hearing of this Appeal be fixed for dates earlier than those now fixed for the hearing thereof the 8th to the 12th days of December 1952 inclusive.
2. That the said Notice of Motion for earlier hearings as aforesaid shall be returnable for 10 a.m. on Friday the 24th day of October 1952.
3. That costs be reserved.

(L. S.)

(Sd.) C. D'ALMADA E CASTRO.  
Registrar.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 65

Order for leave to file on short notice Notice of Motion for earlier dates to be fixed for hearing of Appeal.  
22nd October, 1952.

No. 66

**NOTICE OF MOTION BY THE GOVERNMENT OF THE REPUBLIC OF  
INDONESIA (APPELLANTS) FOR EARLIER DATES TO BE FIXED FOR  
HEARING OF APPEAL**

(21st October, 1952)

TAKE NOTICE that the Full Court will be moved at 10 o'clock a.m. on Friday the 24th day of October, 1952 or so soon thereafter as Counsel can be heard by Mr. John McNeill, Q.C., and Mr. D. A. L. Wright of Counsel for the abovenamed Appellants for an Order that the hearing of this Appeal be fixed for dates earlier than those now fixed for the hearing thereof the 8th to the 12th days of December, 1952, inclusive.

Dated the 21st day of October, 1952.

(Sd.) WILKINSON & GRIST,  
Solicitors for the Government of the  
Republic of Indonesia.

To the abovenamed Respondent and to Messrs. Stewart & Co., his Solicitors and to Mr. M. A. da Silva, Solicitor for Messrs. Juan Ysmael & Co., Inc., who claim to be parties interested.

No. 66  
Notice of Motion by the Government of the Republic of Indonesia (Appellants) for earlier dates to be fixed for hearing of Appeal.  
21st October, 1952.

In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

No. 67

**EX PARTE NOTICE OF MOTION BY JUAN YSMAEL &  
COMPANY INCORPORATED, FOR LEAVE TO FILE  
NOTICE OF MOTION FOR SECURITY FOR COSTS**

(23rd October, 1952)

No. 67  
Ex Parte  
Notice of  
Motion by  
Juan Ysmael  
& Co. Inc.,  
for leave to  
file Notice of  
Motion for  
security for  
costs.  
23rd October,  
1952.

Counsel on behalf of Juan Ysmael & Company Incorporated to move the Full Court in Chambers that Juan Ysmael & Company Incorporated may be at liberty to serve Notice of Motion for 10 o'clock in the forenoon on Saturday, the 1st day of November, 1952, before the Full Court for the Appellants to appear and show cause why orders should not be made that:—

- (1) By reason of the abovenamed Appellants being in default of an order of the Honourable Mr. Justice Courtenay Walton Reece made on the 15th day of September, 1952 in Admiralty Jurisdiction Action No. 6 of 1952 to pay the costs of Juan Ysmael & Company Incorporated as taxed and allowed, this Appeal be dismissed out of this Court without further order. 10
- (2) The abovenamed Appellants may be ordered on or before the 8th day of November, 1952 to give security as follows:—
  - (a) In the sum of \$4,432.14, being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 6 of 1952, and in the sum of \$18,920.00, being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 8 of 1952, by way of payment of the same to the solicitor for Juan Ysmael & Company Incorporated on the undertaking of the said solicitor to refund the same or any part thereof if so ordered by the Full Court; 20
  - (b) In the sum of \$16,500.00 for the costs of applications to stay in the various appeals concerned and for the further costs of these appeals by way of payment of this sum into Court to be held to the credit of these appeals and to be paid out on the order of the Full Court; and
  - (c) For watchmen's fees and Bailiff's expenses in the sum of \$4,000.00 by way of payment of same into Court as per sub-paragraph (b) hereof. 30

And that until such security shall have been given or such lodgment made, and notice thereof given to the said solicitor for the said Juan Ysmael & Company Incorporated, all proceedings (on the part of the Appellants) in this appeal may be stayed.

And that in default of the abovenamed Appellants giving such security or making such lodgment as aforesaid within the time aforesaid, the said appeal may stand dismissed out of this Court without further order.

- (3) The costs of the hearing of the following Motions be awarded to the said Juan Ysmael & Company Incorporated payable forthwith:—
  - (i) A Motion to stay an order for cross-examination made in Appeals Nos. 11 & 12 of 1952; and
  - (ii) A Motion to stay further proceedings in Admiralty Jurisdiction Actions Nos. 6 & 8 of 1952 made in Appeals Nos. 14 & 15 of 1952.

And that in default of such payment the said Appeal may be stayed.

And that in default of such payment the said Appeal may stand dismissed out of this Court without further order.

- (4) The costs of this Motion may be costs in the appeal.

Dated the 23rd day of October, 1952. (Sd.) MARCUS DA SILVA.

Solicitor for Juan Ysmael &  
Company Incorporated.

## AFFIDAVIT OF KHALIL KHODR

(23rd October, 1952)

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 68  
Khalil Khodr's  
Affidavit.  
23rd October,  
1952.

I, KHALIL KHODR of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of Juan Ysmael & Company Incorporated.
2. The Appellants are a foreign State.
- 10 3. The relevant proceedings throughout in Admiralty Jurisdiction Action No. 8 of 1952 and the subsequent appeals therefrom were heard together by consent. On the 15th day of September, 1952 the Honourable Mr. Justice Courtenay Walton Reece ordered costs in favour of Juan Ysmael & Company Incorporated against the Government of the Republic of Indonesia and such costs were taxed and allowed at in the sum of \$4,432.14. Again, on the 15th day of September, 1952 in Admiralty Jurisdiction Action No. 8 of 1952, the said the Honourable Mr. Justice Courtenay Walton Reece ordered costs in favour of Juan Ysmael & Company Incorporated against the Government of the Republic of Indonesia and such costs were taxed and allowed at in the sum of \$18,920.00. For convenience, instead of splitting  
20 full costs and full Counsel's fees on a 50/50 basis between the two bills, most of the full costs and full Counsel's fees were placed in the one bill in Admiralty Jurisdiction Action No. 8 of 1952.
4. Applications for payment of costs and security for costs were made by letters dated 24th September, 1952 and 25th September, 1952 respectively, as per respective copies attached and marked "KK-1" and "KK-2", and the reply thereto was by way of letter from Messrs. Wilkinson & Grist now produced and marked "KK-3" with copy attached marked "KK-3a".
5. No payment has been made or security furnished to date of this affidavit.
- 30 6. I am informed by my Solicitor, Mr. M. A. da Silva and verily believe that the calculation of the cost of the appeals is on a conservative estimate of time involved and that full justification for the amounts demanded can be made in due course on taxation.

Exhibit KK-1  
& 2  
Ref. No. 37  
& 38  
(119 & 120 in  
Appeal 15)

Exhibit KK-3A  
Ref. No. 39  
(121 in Appeal  
15)

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

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**FURTHER AFFIDAVIT OF KHALIL KHODR**

(24th October, 1952)

No. 69  
Khalil Khodr's  
further  
Affidavit.  
24th October,  
1952.

I, KHALIL KHODR, of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

1. I crave leave to refer to the respective Motions filed on the 23rd day of October, 1952 in Appeals Nos. 11, 12, 14 and 15 of 1952 and to my Affidavit filed in support thereof.
2. I am informed by my said Solicitor and verily believe:—

That the said Motions had been contemplated a considerable time ago 10 and had only been delayed in filing in that the first date obtainable for hearing was not a convenient date to Mr. D. A. L. Wright who requested that my said Solicitor should try and obtain another date convenient to him:

That since then my said Solicitor had made various attempts to obtain a date convenient to all Counsel and to the Full Court, but without success.

AND LASTLY I do make oath and say that the contents of this my Affidavit are true.

Sworn etc.

No. 70  
Order for leave  
to file Notice of  
Motion for  
security for  
costs.  
24th October,  
1952.

**ORDER FOR LEAVE TO FILE NOTICE OF MOTION  
FOR SECURITY FOR COSTS**

20

(24th October, 1952)

UPON the application of Juan Ysmael & Company Incorporated and upon hearing Counsel for Juan Ysmael & Company Incorporated IT IS ORDERED that Juan Ysmael & Company Incorporated be at liberty to serve Notice of Motion for (date and time having been altered on the application of the Appellants and by consent to) 10.00 o'clock in the forenoon on Friday, the 31st day of October, 1952, before the Full Court for the Appellants to appear and show cause why orders should not be made that:—

- (1) By reason of the abovenamed Appellants being in default of an order of 30 the Honourable Mr. Justice Courtenay Walton Reece made on the 15th day of September, 1952 in Admiralty Jurisdiction Action No. 6 of 1952 to pay the costs of Juan Ysmael & Company Incorporated as taxed and allowed, this Appeal be dismissed out of this Honourable Court without further order.

(2) The abovenamed Appellants may be ordered on or before the 8th day of November, 1952, to give security as follows:—

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 70  
Order for leave  
to file Notice of  
Motion for  
security for  
costs.  
24th October,  
1952.  
*continued.*

(a) In the sum of \$4,432.14, being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 6 of 1952, and in the sum of \$18,920.00, being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 8 of 1952, by way of payment of same to the solicitor for Juan Ysmael & Company Incorporated on the undertaking of the said solicitor to refund the same or any part thereof if so ordered by the Full Court;

10 (b) In the sum of \$16,500.00 for the costs of applications to stay in the various appeals concerned and for the further costs of these appeals by way of payment of this sum into Court to be held to the credit of these appeals and to be paid out on the order of the Full Court; and

(c) For watchmen's fees and Bailiff's expenses in the sum of \$4,000.00 by way of payment of same into Court as per sub-paragraph (b) hereof.

And that until such security shall have been given or such lodgment made, and notice thereof given to the said solicitor for the said Juan Ysmael & Company Incorporated, all proceedings (on the part of the Appellants) in this appeal may be stayed.

20 And that in default of the abovenamed Appellants giving such security or making such lodgment as aforesaid within the time aforesaid, the said appeal may stand dismissed out of this Court without further order.

(3) The costs of the hearing of the following Motions be awarded to the said Juan Ysmael & Company Incorporated payable forthwith:—

(i) A Motion to stay an order for cross-examination made in Appeals Nos. 11 & 12 of 1952; and

(ii) A Motion to stay further proceedings in Admiralty Jurisdiction Actions Nos. 6 & 8 of 1952 made in Appeals Nos. 14 & 15 of 1952.

And that in default of such payment the said Appeal may be stayed.

30 And that in default of such payment the said Appeal may stand dismissed out of this Court without further order.

(4) The costs of this Motion may be costs in the appeal.

(L.S.) (Sd.) C. D'ALMADA E CASTRO.  
Registrar.

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No. 71

NOTES OF THE CHIEF JUSTICE ON HEARING  
OF MOTION FOR EARLIER DATES

(24th October, 1952)

(See Document No. 87 in Record of Appeal No. 15 of 1952)

No. 71  
Notes of the  
Chief Justice  
on hearing of  
Motion for  
Earlier Dates.  
24th October,  
1952.

40 *N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

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In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

## No. 71A

NOTES OF THE SENIOR PUISNE JUDGE ON HEARING  
OF MOTION FOR EARLIER DATES

(24th October, 1952)

No. 71A  
Notes of the  
Senior Puisne  
Judge on  
hearing of  
Motion for  
Earlier Dates.  
24th October,  
1952.

(See Document No. 87A in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

No. 72  
Notice of  
Motion by Juan  
Ysmael  
& Co. Inc.,  
for security for  
costs.  
27th October,  
1952.

## No. 72

NOTICE OF MOTION BY JUAN YSMAEL & COMPANY  
INCORPORATED FOR SECURITY  
FOR COSTS

10

(27th October, 1952)

TAKE NOTICE that the Full Court will be moved at 10 o'clock in the forenoon on Friday, the 31st day of October, 1952, or so soon as Counsel can be heard by the Hon. Mr. Leo D'Almada, Q.C., and Mr. Brook Bernacchi, Counsel for Juan Ysmael & Company Incorporated, that:—

- (1) By reason of the abovenamed Appellants being in default of an order of the Honourable Mr. Justice Courtenay Walton Reece made on the 15th day of September, 1952 in Admiralty Jurisdiction Action No. 6 of 1952 to pay 20 the costs of Juan Ysmael & Company Incorporated as taxed and allowed, this appeal be dismissed out of this Court without further order.
- (2) The abovenamed Appellants may be ordered on or before the 8th day of November, 1952 to give security as follows:—
  - (a) In the sum of \$4,432.14, being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 6 of 1952, and in the sum of \$18,920.00, being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 8 of 1952, by way of payment of same to the Solicitor for Juan Ysmael & Company Incorporated on the undertaking of the said solicitor to refund the 30 same or any part thereof if so ordered by the Full Court;
  - (b) In the sum of \$16,500.00 for the costs of applications to stay in the various appeals concerned and for the further costs of these appeals by way of payment of this sum into Court to be held to the credit of these appeals and to be paid out on the order of the Full Court; and
  - (c) For watchmen's fees and Bailiff's expenses in the sum of \$4,000.00 by way of payment of same into Court as per sub-paragraph (b) hereof.

And that until such security shall have been given or such lodgment made, and notice thereof given to the said solicitor for the said Juan Ysmael & Company Incorporated, all proceedings (on the part of the Appellants) in this appeal may be stayed.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

And that in default of the abovenamed Appellants giving such security or making such lodgment as aforesaid within the time aforesaid, the said appeal may stand dismissed out of this Court without further order.

No. 72  
Notice of  
Motion by Juan  
Ysmael & Co.  
Inc. for  
security for  
costs.  
27th October,  
1952.  
*continued.*

- (3) The costs of the hearing of the following Motions be awarded to the said Juan Ysmael & Company Incorporated payable forthwith:—
- 10 (i) A Motion to stay an order for cross-examination made in Appeals Nos. 11 and 12 of 1952; and
- (ii) A Motion to stay further proceedings in Admiralty Jurisdiction Actions Nos. 6 and 8 of 1952 made in Appeals Nos. 14 and 15 of 1952.

And that in default of such payment the said Appeal may be stayed.

And that in default of such payment the said Appeal may stand dismissed out of this Court without further order.

- (4) The costs of this Motion may be costs in the Appeal.

Dated this 27th day of October, 1952.

(Sd.) MARCUS DA SILVA.  
Solicitor for Juan Ysmael &  
Company Incorporated.

20

To the Appellants and to Messrs. Wilkinson & Grist, their Solicitors; and  
To the Respondent and to Messrs. Stewart & Co., his Solicitors; and  
To the Hong Kong & Whampoa Dock Co., Ltd., and to Messrs. Deacons, their Solicitors.

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No. 73

**EX PARTE NOTICE OF MOTION BY ANTHONY LOH TRADING AS  
A. W. KING (RESPONDENT) FOR LEAVE TO FILE NOTICE  
OF MOTION FOR SECURITY FOR COSTS**

No. 73  
Ex Parte  
Notice of  
Motion by  
Anthony Loh  
trading as  
A.W. King  
(Respondent)  
for leave to file  
Notice of  
Motion for  
security for  
costs.  
25th October,  
1952.

30

(25th October, 1952)

Counsel on behalf of Anthony Loh trading as A. W. King to move the Full Court in Chambers that Anthony Loh trading as A. W. King may be at liberty to serve Notice of Motion for 10 o'clock in the forenoon on Friday, the 31st day of October, 1952, before the Full Court for the Appellants to appear and show cause why orders should not be made that:—

- (1) By reason of the abovenamed Appellants being in default of an order of the Honourable Mr. Justice Courtenay Walton Reece made on the 15th day of September, 1952 in Admiralty Jurisdiction Action No. 6 of 1952 to pay the costs of Anthony Loh trading as A. W. King as taxed and allowed, this
- 40 Appeal be dismissed out of this Court without further order.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 73  
Ex Parte  
Notice of  
Motion by  
Anthony Loh  
trading as  
A.W. King  
(Respondent)  
for leave to file  
Notice of  
Motion for  
security for  
costs.  
25th October,  
1952.  
*continued.*

(2) The abovenamed Appellants may be ordered on or before the 8th day of November, 1952 to give security as follows:—

- (a) In the sum of \$12,991.70, being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 6 of 1952, by way of payment of the same to the solicitors for Anthony Loh trading as A. W. King on the undertaking of the said solicitors to refund the same or any part thereof if so ordered by the Full Court;
- (b) In the sum of \$10,000.00 for the costs of applications to stay in the various Appeals concerned and for the further costs of these Appeals by way of payment of this sum into Court to be held to the credit of these Appeals and to be paid out on the order of the Full Court; and 10
- (c) For watchmen's fees and Bailiff's expenses in the sum of \$2,000.00 by way of payment of same into Court as per sub-paragraph (b) hereof.

And that until such security shall have been given or such lodgment made, and notice thereof given to the said Solicitors for the said Anthony Loh trading as A. W. King, all proceedings (on the part of the Appellants) in this Appeal may be stayed.

And that in default of the abovenamed Appellants giving such security or making such lodgment as aforesaid within the time aforesaid, the said Appeal may stand dismissed out of this Court without further order. 20

(3) The costs of the hearing of the following Motions be awarded to the said Anthony Loh trading as A. W. King payable forthwith:—

- (i) A Motion to stay an order for cross-examination made in Appeals Nos. 11 & 12 of 1952; and
- (ii) A Motion to stay further proceedings in Admiralty Jurisdiction Actions Nos. 6 & 8 of 1952 made in Appeals Nos. 14 & 15 of 1952.

And that in default of such payment the said Appeal may be stayed.

And that in default of such payment the said Appeal may stand dismissed out of this Court without further order.

(4) The costs of this Motion may be costs in the Appeal. 30

Dated the 25th day of October, 1952.

(Sd.) STEWART & CO.  
Solicitors for Anthony Loh  
trading as A. W. King.

## AFFIDAVIT OF ANTHONY LOH

(27th October, 1952)

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 74  
Anthony Loh's  
Affidavit.  
27th October,  
1952.

I, ANTHONY LOH, trading as A. W. King, of Room 202 Bank of East Asia Building Victoria in the Colony of Hong Kong, Merchant, make oath and say as follows:—

1. The Appellants are a foreign State.
2. The relevant proceedings throughout in Admiralty Jurisdiction Action No. 6 of 1952 and in Admiralty Jurisdiction Action No. 8 of 1952 and the subsequent appeals therefrom were heard together by consent. On the 15th day of September, 1952 the Honourable Mr. Justice Courtenay Walton Reece ordered costs in favour of myself against the Government of the Republic of Indonesia and such costs were taxed and allowed at in the sum of \$12,991.70.
3. Applications for payment of costs and security for costs were made by letters dated 26th September, 1952, 27th September, 1952 and 1st October, 1952 respectively, as per respective copies attached and marked "AL-1", "AL-2" and "AL-3" No reply to these letters has been received.
4. No payment has been made or security furnished to date of this affidavit.
5. I am informed by my Solicitors, Messrs. Stewart & Co. and verily believe that the calculation of the cost of the appeals is on a conservative estimate of time involved and the full justification for the amounts demanded can be made in due course on taxation.

Exhibit AL-1,  
2 & 3  
Ref. No. 40,  
41 & 42

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn etc.

No. 75

**ORDER FOR LEAVE TO FILE NOTICE OF MOTION  
FOR SECURITY FOR COSTS**

(28th October, 1952)

No. 75  
Order for leave  
to file Notice  
of Motion for  
security for  
costs.  
28th October,  
1952.

UPON the application of ANTHONY LOH trading as A. W. King and upon hearing Counsel for Anthony Loh trading as A. W. King IT IS ORDERED that Anthony Loh trading as A. W. King be at liberty to serve Notice of Motion for 10.00 o'clock in the forenoon on Friday, the 31st day of October, 1952, before the Full Court for the Appellants to appear and show cause why orders should not be made that:—

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 75

Order for leave  
to file Notice  
of Motion for  
security for  
costs.  
28th October,  
1952.  
*continued.*

- (1) By reason of the abovenamed Appellants being in default of an order of the Honourable Mr. Justice Courtenay Walton Reece made on the 15th day of September, 1952 in Admiralty Jurisdiction Action No. 6 of 1952 to pay the costs of Anthony Loh trading as A. W. King as taxed and allowed, this appeal be dismissed out of this Honourable Court without further order.
- (2) The abovenamed Appellants may be ordered on or before the 8th day of November, 1952 to give security as follows:—
- (a) In the sum of HK\$12,991.70 being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 6 of 1952, by way of payment of same to the solicitors for Anthony Loh trading as A. W. King on the undertaking of the said solicitors to refund the same or any part thereof if so ordered by the Full Court; 10
- (b) In the sum of HK\$10,000.00 for the costs of applications to stay in the various appeals concerned and for the further costs of these appeals by way of payment of this sum into Court to be held to the credit of these appeals and to be paid out on the order of the Full Court; and
- (c) For Watchmen's fees and Bailiff's expenses in the sum of HK\$2,000.00 by way of payment of same into Court as per sub-paragraph (b) hereof.

And that until such security shall have been given or such lodgment made, and notice thereof given to the said solicitors for the said Anthony Loh trading as A. W. King all proceedings (on the part of the Appellants) in this appeal may be stayed. 20

And that in default of the abovenamed Appellants giving such security or making such lodgment as aforesaid within the time aforesaid, the said appeal may stand dismissed out of this Court without further order.

- (3) The costs of the hearing of the following Motions be awarded to the said Anthony Loh trading as A. W. King payable forthwith:—
- (i) A Motion to stay an order for cross-examination made in Appeals Nos. 11 & 12 of 1952; and
- (ii) A Motion to stay further proceedings in Admiralty Jurisdiction Actions Nos. 6 & 8 of 1952 made in Appeals Nos. 14 & 15 of 1952. 30
- And that in default of such payment the said Appeal may be stayed.
- And that in default of such payment the said Appeal may stand dismissed out of this Court without further order.

- (4) The costs of this Motion may be costs in the appeal.

(L.S.)

(Sd.) C. D'ALMADA E CASTRO,  
Registrar.

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No. 76

**NOTICE OF MOTION BY ANTHONY LOH (RESPONDENT)  
FOR SECURITY FOR COSTS**

(28th October, 1952)

TAKE NOTICE that the Full Court will be moved at 10 o'clock in the forenoon on Friday, the 31st day of October, 1952, or so soon as Counsel can be heard by Mr. Charles E. Loseby, Q.C., Counsel for Anthony Loh trading as A. W. King, that:— 40

No. 76  
Notice of  
Motion by  
Anthony Loh  
(Respondent)  
for security  
for costs.  
28th October,  
1952.

(1) By reason of the abovenamed Appellants being in default of an order of the Honourable Mr. Justice Courtenay Walton Reece made on the 15th day of September, 1952 in Admiralty Jurisdiction Action No. 6 of 1952 to pay the costs of Anthony Loh trading as A. W. King as taxed and allowed, this Appeal be dismissed out of this Court without further order.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

(2) The abovenamed Appellants may be ordered on or before the 8th day of November 1952 to give security as follows:—

No. 76  
Notice of  
Motion by  
Anthony Loh  
(Respondent)  
for security  
for costs.  
28th October,  
1952.  
*continued.*

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(a) In the sum of \$12,991.70, being costs ordered by the Court below and taxed and allowed in Admiralty Jurisdiction Action No. 6 of 1952, by way of payment of same to the Solicitors for Anthony Loh trading as A. W. King on the undertaking of the said Solicitors to refund the same or any part thereof if so ordered by the Full Court;

(b) In the sum of \$10,000.00 for the costs of application to stay in the various Appeals concerned and for the further costs of these Appeals by way of payment of this sum into Court to be held to the credit of these Appeals and to be paid out on the order of the Full Court; and

(c) For watchmen's fees and Bailiff's expenses in the sum of \$2,000.00 by way of payment of same into Court as per sub-paragraph (b) hereof.

20

And that until such security shall have been given or such lodgment made, and notice thereof given to the said Solicitors for the said Anthony Loh trading as A. W. King, all proceedings (on the part of the Appellants) in this Appeal may be stayed.

And that in default of the abovenamed Appellants giving such security or making such lodgment as aforesaid within the time aforesaid, the said Appeal may stand dismissed out of this Court without further order.

(3) The costs of the hearing of the following Motions be awarded to the said Anthony Loh trading as A. W. King payable forthwith:—

(i) A Motion to stay an order for cross-examination made in Appeals Nos. 11 and 12 of 1952; and

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(ii) A Motion to stay further proceedings in Admiralty Jurisdiction Actions Nos. 6 and 8 of 1952 made in Appeals Nos. 14 and 15 of 1952.

And that in default of such payment the said Appeal may be stayed.

And that in default of such payment the said Appeal may stand dismissed out of this Court without further order.

(4) The costs of this Motion may be costs in the Appeal.

Dated the 28th day of October 1952.

(Sd.) STEWART & CO.,  
Solicitors for Anthony Loh trading  
as A. W. King.

40 To the Appellants and to Messrs. Wilkinson & Grist their Solicitors; and  
To Messrs. Juan Ysmael & Co. Inc. and to Mr. Marcus da Silva their Solicitor; and  
To the Hong Kong & Whampoa Dock Co. Ltd., and to Messrs. Deacons their  
Solicitors.

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*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

## No. 77

**NOTES OF THE CHIEF JUSTICE ON HEARING  
OF MOTIONS FOR SECURITY FOR COSTS,  
FOR STAY, AND FOR EARLIER DATES**

(31st October, 1952)

(See Document No. 96 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

No. 77  
Notes of the  
Chief Justice  
on hearing of  
Motions for  
Security for  
Costs, for Stay,  
& for Earlier  
Dates.  
31st October,  
1952.

## No. 77A

**NOTES OF THE SENIOR PUISNE JUDGE ON HEARING  
OF MOTIONS FOR SECURITY FOR COSTS,  
FOR STAY, AND FOR EARLIER DATES**

(31st October, 1952)

(See Document No. 96A in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

No. 77A  
Notes of the  
Senior Puisne  
Judge on  
Hearing of  
Motions for  
Security for  
Costs, for Stay,  
& for Earlier  
Dates.  
31st October,  
1952.

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## No. 78

**FURTHER NOTES OF THE CHIEF JUSTICE ON HEARING OF  
MOTIONS FOR SECURITY FOR COSTS, FOR  
STAY & FOR EARLIER DATES**

(3rd November, 1952)

(See Document No. 98 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

No. 78  
Further  
Notes of the  
Chief Justice  
on hearing of  
Motions for  
Security for  
Costs, for Stay  
& for Earlier  
Dates.  
3rd November,  
1952.

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## No. 78A

**FURTHER NOTES OF THE SENIOR PUISNE JUDGE ON HEARING  
OF MOTIONS FOR SECURITY FOR COSTS,  
FOR STAY, & FOR EARLIER DATES**

(3rd November, 1952)

(See Document No. 98A in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

No. 78A  
Further  
Notes of the  
Senior Puisne  
Judge on  
hearing of  
Motions for  
Security for  
Costs, for Stay,  
& for Earlier  
Dates.  
3rd November,  
1952.

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JUDGMENT OF FULL COURT ON MOTIONS FOR SECURITY FOR COSTS, FOR STAY, AND FOR EARLIER DATES

(3rd November, 1952.)

IN THE SUPREME COURT OF HONG KONG APPELLATE JURISDICTION

Appeals Nos. 11, 12, 14 and 15, 1952.

In the Supreme Court of Hong Kong Appellate Jurisdiction

No. 79 Judgment of Full Court on Motions for Security for Costs, for Stay and for Earlier Dates. 3rd November, 1952.

(On Appeal from Admiralty Jurisdiction Actions Nos. 6 & 8 of 1952)

10 BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

Appellants

— and —

ANTHONY LOH TRADING AS A.W. KING

Respondent

— A N D —

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

Appellants

— and —

20

JUAN YSMAEL & COMPANY INCORPORATED

Respondents

— A N D —

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

Appellants

— and —

ANTHONY LOH TRADING AS A.W. KING

Respondent

— A N D —



In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF  
INDONESIA

Appellants

— and —

JUAN YSMAEL &amp; COMPANY INCORPORATED

Respondents

No. 79  
Judgment of  
Full Court on  
Motions for  
Security for  
Costs, for Stay,  
and for Earlier  
Dates.  
3rd November,  
1952.  
*continued.*

CORAM: HOWE, C. J.  
& WILLIAMS J.

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J U D G M E N T

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The Court feels that it is unable to accept the proposition of the respondents that nothing has been changed by the filing of Admiralty Action No. 13 of 1952 10 in rem against the Tasikmalaja and that, therefore, the terms suggested by the Court on the 16th September should not be varied. It appears to us that, even if the Whampoa Dock Company wish to discontinue that action, the Court would not order the release of the ship without the consent of the Appellants. The present application for a stay is more "*ex abundanti cautela*" and we think that terms less onerous than previously suggested may safely be imposed. In all the circumstances, we are of opinion that an order for security of costs of and incidental to the appeals including costs already incurred, is not one which we should make but that the proper order is for a stay of all proceedings on the appellants giving security for costs of the appeals now pending in the sum of \$20,000.00: 20 the terms to be complied with within four days. Liberty to any party to apply.

We are not in agreement with the submission of the respondents that there should be no interference with the order of Reece J. against the 40 members of the crew: in our opinion, the *status quo* should be maintained and our order, therefore, includes the stay of that order.

We dismiss the respondents' motions dealing with costs and security and the appellants' motions for earlier dates for the hearing of the appeals.

The costs of all the motions are reserved.

(Sd.) GERARD HOWE.

PRESIDENT.  
3.11.52.

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(Sd.) E. H. WILLIAMS.

APPEAL JUDGE.  
3.11.52.

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**LETTER—WILKINSON & GRIST TO REGISTRAR DEPOSITING  
\$20,000.00 SECURITY AS ORDERED**

(7th November, 1952)

*(See Document No. 100 in Record of Appeal No. 15 of 1952).*

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 80  
Letter—  
Wilkinson &  
Grist to  
Registrar  
depositing  
\$20,000.00  
security as  
ordered.  
7th November,  
1952.

**Evidence Included in Record of Proceedings on Insistence by the  
Government of the Republic of Indonesia but Objected to by Juan  
Ysmael & Company Incorporated.**

No. 81  
Peter John  
Griffiths'  
Affidavit.  
26th November,  
1952.

10

**AFFIDAVIT OF PETER JOHN GRIFFITHS**

(26th November, 1952)

I, PETER JOHN GRIFFITHS of No. 2 Queen's Road Central Victoria in the Colony of Hong Kong Solicitor a Partner in the firm of Messrs. Wilkinson & Grist of the same address hereby make oath and say as follows:—

1. I have the conduct of this appeal on behalf of the Appellants.
2. I crave leave to refer to paragraphs 2, 3 and 4 of my Affidavit and the documents exhibited thereto and sworn in Appeal No. 15 of 1952 on the 30th day of October, 1952 in support of a Notice of Motion dated and filed the 28th day of October 1952 wherein the Appellants applied for a stay of execution and order that the statu quo be maintained pending the hearing of Appeal No. 15 of 1952. A copy of my said Affidavit and its exhibits is now produced to me and marked Exhibit "PJG-1"

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Exhibit PJG-1  
Ref. No. 43

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 81  
Peter John  
Griffiths'  
Affidavit.  
26th November,  
1952.  
*continued.*

3. I crave leave to refer to the Appearance entered on the 26th day of September 1952 in Admiralty Jurisdiction Action No. 6 of 1952 for the Hong Kong & Whampoa Dock Company Limited by Messrs. Deacons, their Solicitors, and to paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of the Affidavit of Thomas William Grimsdale sworn the 26th day of September 1952 and also filed in Admiralty Jurisdiction Action No. 6 of 1952. Both the said Appearance and the Affidavit were filed after the Judgment which is the subject matter of this Appeal.
4. The Appearance referred to above appears as document No. 59 in the Record of Proceedings of Admiralty Jurisdiction Action No. 6 of 1952 filed 10 herein and the said Affidavit of Thomas William Grimsdale appears as document No. 58 in the same Record.

AND lastly the contents of this my affidavit are true.

Sworn, etc.

No. 82  
Peter John  
Griffiths'  
Affidavit.  
28th November,  
1952.

No. 82

**Evidence Included in Record of Proceedings on Insistence by the  
Government of the Republic of Indonesia but Objected to by Juan Ysmael  
& Company Incorporated.**

**AFFIDAVIT OF PETER JOHN GRIFFITHS**

(28th November, 1952) 20

I, PETER JOHN GRIFFITHS of No. 2 Queen's Road Central Victoria in the Colony of Hong Kong Solicitor a Partner in the firm of Messrs. Wilkinson & Grist of the same address hereby make oath and say as follows:—

1. I have the conduct of this Appeal on behalf of the Government of the Republic of Indonesia.
2. I crave leave to refer to an Affirmation filed in Admiralty Jurisdiction Action No. 13 of 1952 dated the 20th day of November 1952 and affirmed by Mr. Marjoenani the duly authorised Charge d'Affairs of the said Government in London. The said Affirmation was received by me on the 27th day of November, 1952, a copy thereof is exhibited hereto marked 30 Exhibit "PJG-1."

AND lastly the contents of this my Affidavit are true.

Sworn, etc.

Exhibit PJG-1  
Ref. No. 44  
(129 in Appeal  
15).

No. 83  
Transcript of  
proceedings on  
Appeal.  
8th, 9th and  
10th December,  
1952.

No. 83

**TRANSCRIPT OF PROCEEDINGS ON APPEAL**

(8th, 9th and 10th December, 1952)

(See Document No. 103 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

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## AMENDED NOTICE OF MOTION ON APPEAL

(10th December, 1952)

In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

Notice of Motion as amended in Red (Printer's Note:—By deletion of words blocked thus:  and by addition of words in italics) by leave of the Full Court (The Hon. Sir Gerard Lewis Howe, Chief Justice and Mr Justice Ernest Hillas Williams, Senior Puisne Judge) given in Court the 10th day of December 1952.

No. 84  
Amended  
Notice of  
Motion on  
Appeal.  
10th December,  
1952.

(Sd.) C. D'ALMADA E CASTRO,

Registrar.

12.12.52.

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TAKE NOTICE that the Full Court will be moved at 10 o'clock a.m. on Tuesday the 30th day of September, 1952 or so soon thereafter as Counsel can be heard by Mr. John McNeill, Q.C. and Mr. D. A. L. Wright Counsel for the abovenamed Appellants for an Order that the Judgment of the Honourable Mr. Justice Reece dated the 15th day of September 1952 dismissing the Notice of Motion filed herein on behalf of the Government of Indonesia dated the 9th day of July 1952 be rescinded and that the costs of this Appeal may be paid by the

Respondents to the Appellants. *And that it may be ordered that the Writ and*

20 *all subsequent proceedings and orders in A. J. Action No. 6 of 1952 be set aside on the ground that the said Action impleads the Appellants a Foreign Sovereign State and, in consequence that the S/S "Tasikmalaja" be released from arrest in the said Action and in further consequence that the caveat release entered in the said Action on Notice given by Messrs. Juan Ysmael & Company dated the 28th day of July 1952 be overruled—and that the Respondents do pay the Appellants the costs of this Appeal and of and incidental to the said Motion.*

Dated the 15th day of September, 1952.

(Sd). WILKINSON & GRIST,  
Solicitors for the Government of the  
Republic of Indonesia.

30

To: The Plaintiff and to Messrs. Stewart & Co., his Solicitors and to Mr M. A. da Silva, Solicitor for Messrs. Juan Ysmael & Co., Inc.

## TRANSCRIPT OF FURTHER PROCEEDINGS ON APPEAL

(11th &amp; 13th December, 1952)

(See Document No. 105 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

No. 85  
Transcript of  
further  
proceedings on  
Appeal.  
11th and 13th  
December, 1952.

NOTICE OF MOTION BY JUAN YSMAEL & COMPANY  
INCORPORATED FOR LEAVE TO APPEAL TO  
PRIVY COUNCIL, AND FOR STATUS  
QUO TO BE MAINTAINED

(30th December, 1952)

No. 86  
Notice of  
Motion by  
Juan Ysmael &  
Co. Inc., for  
leave to appeal  
to Privy  
Council and  
for status quo  
to be  
maintained.  
30th December,  
1952.

TAKE NOTICE that this Honourable Court will be moved on Thursday the 8th day of January, 1953 at 2.15 o'clock in the afternoon or so soon thereafter as Counsel can be heard by the Honourable Leo D'Almada, Q.C., and Brook Bernacchi, Esq., as Counsel for and on behalf of Juan Ysmael & Company Incorporated (who had entered appearance in Admiralty Jurisdiction Action No. 6 of 1952 on the 27th day of June, 1952 as owners of the steamship "Tasikmalaja") for leave to appeal to Her Majesty the Queen in Her Privy Council from the Judgment of this Honourable Court delivered in this action on the 13th day of December, 1952:—

- (a) Rescinding the Judgment of the Honourable Mr. Justice Courtenay Walton Reece, Puisne Judge dated the 15th day of September, 1952 dismissing the Notice of Motion filed herein on behalf of the Government of Indonesia dated the 9th day of July, 1952;
- (b) Ordering that the Writ and all subsequent proceedings and orders in Admiralty Jurisdiction Action No. 6 of 1952 be set aside on the ground that the said Action impleads the Appellants a foreign Sovereign State;

the said Juan Ysmael & Company Incorporated undertaking to comply with the provisions of the Rules and Instructions concerning Appeals to Her Majesty the Queen in Her Privy Council;

And also for an order that pending the Appeal to Her Majesty the Queen in Her Privy Council the vessel the steamship "Tasikmalaja" shall remain under arrest by and in the custody of the Head Bailiff of the Supreme Court and the status quo thereon maintained.

Dated at Hong Kong this 30th day of December, 1952.

(Sd.) MARCUS DA SILVA, 30  
Solicitor for Juan Ysmael & Company  
Incorporated.

To: The Registrar of the Supreme Court of Hong Kong;

The abovenamed Appellants and to Messrs. Wilkinson and Grist, their Solicitors;

Anthony Loh trading as A. W. King (Respondent) and to Messrs. Stewart & Co., their Solicitors.

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**AFFIDAVIT OF KHALIL KHODR**

(30th December 1952)

I, KHALIL KHODR, of Shamrock Hotel, in the Dependency of Kowloon in the Colony of Hong Kong, Merchant, make oath and say as follows:—

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 87  
Khalil Khodr's  
Affidavit.  
30th December,  
1952.

1. I am authorised by Juan Ysmael & Company Incorporated to make this affidavit on their behalf.
- 10 2. I have been advised and verily believe that Juan Ysmael & Company Incorporated have good and proper grounds for appeal from the judgment of this Honourable Court delivered in this action on the 13th day of December 1952 to Her Majesty the Queen in Her Privy Council.
3. I verily believe and say that if the steamship "Tasikmalaja" is permitted to leave the jurisdiction of this Honourable Court under the direction and control of the Indonesian Government, that a successful appeal to Her Majesty the Queen in Her Privy Council will be nugatory.

AND LASTLY the contents of this my affidavit are true.

Sworn, etc.

**PETITION FOR LEAVE TO APPEAL  
TO PRIVY COUNCIL**

20

(30th December, 1952)

No. 88  
Petition for  
leave to  
Appeal to  
Privy Council.  
30th December,  
1952.

To: The Honourable the Judges of the Supreme Court of Hong Kong.

The Humble Petition of Juan Ysmael & Company Incorporated.

RESPECTFULLY SHEWETH:—

1. That these proceedings were brought by the abovenamed Respondent against the ship "Tasikmalaja" for \$25,586.00 for ship's necessaries and the claim of the said Respondent appears from the Statement of Claim endorsed on the Writ of Summons in rem dated the 24th day of June, 1952.
- 30 2. That an Appearance herein was entered on the 27th day of June, 1952 on behalf of Your Petitioners Juan Ysmael & Company Incorporated as sole owners of the said ship "Tasikmalaja".

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 88

Petition for  
leave to  
Appeal to  
Privy Council.  
30th December,  
1952.  
*continued.*

3. That an Appearance under Protest was entered on the 30th day of June, 1952 on behalf of the abovenamed Appellants, The Government of the Republic of Indonesia, also claiming to be owners of the said ship "Tasikmalaja" and without prejudice to their application to dismiss the action.
4. That the abovenamed Appellants filed a Notice of Motion on the 9th day of July, 1952 applying for an Order that the Writ of Summons and all subsequent proceedings be set aside with costs on six separate grounds as set out therein.
5. That Your Petitioners filed a Caveat on the 28th day of July, 1952, against the release of the ship "Tasikmalaja" herein. 10
6. That the said Motion was heard before The Honourable Mr. Justice Courtenay Walton Reece, Puisne Judge, on various dates from the 28th day of July 1952 to the 9th day of September 1952, both days inclusive.
7. That on the 15th day of September 1952, judgment was rendered by the said Mr. Justice Reece dismissing the said Motion filed herein on the 9th day of July 1952 on behalf of the abovenamed Appellants with costs.
8. That the abovenamed Appellants filed a Notice of Motion dated the 15th day of September 1952 that this Honourable Court would be moved at 10 a.m. on Tuesday the 30th day of September 1952 or so soon thereafter as Counsel could be heard by Counsel for the Appellants for an Order that (as amended) the Judgment of the Honourable Mr. Justice Reece dated the 15th day of September 1952 dismissing the Notice of Motion filed herein on behalf of the Government of Indonesia dated the 9th day of July 1952 be rescinded and that the Writ and all subsequent proceedings and orders in Admiralty Jurisdiction Action No. 6 of 1952 be set aside on the ground that the said Action impleaded the Appellants a Foreign Sovereign State and, in consequence that the s.s. "Tasikmalaja" be released from arrest in the said Action and in further consequence that the caveat release entered in the said Action on Notice given by Your Petitioners dated the 28th day of July, 1952 be overruled and that the Respondents were to pay the Appellants the costs of the Appeal and of and incidental to the said Motion. 20
9. That Admiralty Jurisdiction Action No. 8 of 1952 then came to trial and on the 24th day of October, 1952 the said Mr. Justice Reece signed final judgment decreeing legal possession of the s.s. "Tasikmalaja" to Your Petitioners.
10. That the said Motion of the 15th day of September, 1952 was heard before this Honourable Court consisting of the Honourable the Chief Justice Sir Gerard Lewis Howe, Kt., Q.C., and the Senior Puisne Judge Mr. Justice Ernest Hillas Williams, sitting together on the 8th, 9th, 10th and 11th 40 December, 1952.

11. That on the 13th day of December 1952 the said the Honourable the Chief Justice and the Senior Puisne Judge allowed the Appeal with the question of costs reserved. The result in law of the aforesaid Judgment is that the Judgment of the said The Honourable Mr. Justice Reece dated the 15th day of September 1952 dismissing the Notice of Motion filed herein on behalf of the Government of Indonesia dated the 9th day of July 1952, has been rescinded and that the Writ and all subsequent proceedings and orders in Admiralty Jurisdiction Action No. 6 of 1952 have been set aside on the ground that the said Action impleads the Appellants a Foreign Sovereign State.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 88  
Petition for  
leave to  
Appeal to  
Privy Council.  
30th December,  
1952.  
*continued.*

12. Your Petitioners feel aggrieved by the said Judgment of this Honourable Court, and desire to appeal therefrom.
13. The said Judgment affects a matter in dispute amounting to \$5,000.00 and upwards and further involves directly a claim or question to or respecting property amounting to or of the value of \$5,000.00 or upwards.
14. Your Petitioners therefore pray:—
- (1) That this Honourable Court will be pleased to grant to Your Petitioners leave to appeal from the said Judgment of this Honourable Court to Her Majesty the Queen in her Privy Council.
- 20 (2) That this Honourable Court may make such further or other Order in the said premises as may seem just.

AND Your Petitioners will ever pray, etc.

Dated Hong Kong the 30th day of December, 1952.

(Sd.) MARCUS DA SILVA,  
Solicitor for the abovenamed Petitioners.

(Sd.) LEO D'ALMADA E CASTRO,  
Counsel for the abovenamed Petitioners.

This Petition is filed by Mr. M. A. da Silva of Rooms Nos. 107/109 Gloucester Building First Floor, Victoria in the Colony of Hong Kong, Solicitor for 30 the abovenamed Petitioners.

It is intended to serve this Petition on:—

- (a) Messrs. Wilkinson & Grist, Solicitors for the abovenamed Appellants; and
- (b) Messrs. Stewart & Co., Solicitors for the abovenamed Respondent.
-



In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

**AFFIDAVIT OF MARCUS ALBERTO DA SILVA**

(30th December, 1952)

No. 89  
MARCUS ALBERTO  
DA SILVA'S  
AFFIDAVIT.  
30th December,  
1952.

I, MARCUS ALBERTO DA SILVA, of Rooms Nos. 107/9 Gloucester Building, First Floor, Victoria in the Colony of Hong Kong, Legal Practitioner, make oath and say as follows:—

1. I am the solicitor for Juan Ysmael & Company Incorporated and as such I have the conduct and management of this Action.
2. The statements made in the Petition filed herein on even date for leave to appeal to Her Majesty the Queen in Her Privy Council from the Judgment of this Honourable Court delivered in this action on the 13th day of December, 1952 are to the best of my knowledge information and belief true in substance and in fact.

Sworn etc.

No. 90  
Reasons for  
Judgment of  
Full Court.  
8th January,  
1953.

**REASONS FOR JUDGMENT OF FULL COURT**

(8th January, 1953).

These appeals which were heard together arise from Admiralty Jurisdiction Actions Nos. 6 and 8 of 1952 which were respectively as follows:—

**“IN THE SUPREME COURT OF HONG KONG  
ADMIRALTY JURISDICTION  
ACTION NO. 6 OF 1952**

20

against ANTHONY LOH trading as A. W. KING Plaintiff  
The Ship “TASIKMALAJA” Defendant

To: the owner and all others interested in the Ship  
“TASIKMALAJA”

1. The Plaintiff is Anthony Loh trading as A. W. King of Room No. 9 Mezz floor, Telephone House, Des Voeux Road, Central Hong Kong. The Plaintiff claims from the Defendant ship Hong Kong Dollars Twenty-five thousand Five hundred and eighty-six (HK\$25,586.00) being for Ship's necessaries as follows:—

Bills Nos. 6001-2/52 .....	HK\$23,380.00
Partial Payments received on various dates	12,280.00
	<hr/>
Balance due	HK\$11,100.00
	<hr/>
Bill No. 6003/52 .. .. .	HK\$14,486.00
	<hr/>
Total Balance due .. .. .	<u>HK\$25,586.00</u>

2. . . . .  
3. . . . .

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

(Sd.) STEWART & CO.  
Solicitors for the Plaintiff."

No. 90  
Reasons for  
Judgment of  
Full Court.  
8th January,  
1953.  
*continued.*

"IN THE SUPREME COURT OF HONG KONG  
ADMIRALTY JURISDICTION  
ACTION NO. 8 OF 1952

BETWEEN: Juan Ysmael & Company Incorporated Plaintiffs

and

10 The steamship "Tasikmalaja" (Ex  
the steamship "Christobal" and  
the steamship "Haleakala") Defendant

ACTION FOR POSSESSION

To:

All parties interested in the Steamship "Tasikmalaja" (Ex the steamship "Christobal" and the steamship "Haleakala") of the port of Panama in the Republic of Panama.

20 The Plaintiffs as sole owners of the steamship "Tasikmalaja" (Ex the steamship "Christobal" and the steamship "Haleakala") of the port of Panama in the Republic of Panama, claim to have legal possession decreed to them of the said vessel.

(Sd.) M. A. DA SILVA  
Solicitor for the Plaintiffs."

30 Subsequently the S.S. Tasikmalaja was arrested on the 25th day of June, 1952, in respect of Admiralty Jurisdiction Action No. 6 and again on the 27th day of June, 1952, in respect of Admiralty Jurisdiction Action No. 8, and a conditional appearance in both actions was filed by the Government of the Republic of Indonesia on the 30th day of June, 1952, and on the 9th day of July, 1952, motions were filed in both Admiralty Jurisdiction Actions Nos. 6 & 8 by the Government of the Republic of Indonesia to set aside the writs of summons and all subsequent proceedings on the ground that the actions impleaded a Foreign Sovereign State which was unwilling to submit to the jurisdiction of the Court. This motion which was in similar terms in each action was as follows:—

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 90  
Reasons for  
Judgment of  
Full Court.  
8th January,  
1953.  
*continued.*

“TAKE NOTICE that on Thursday the 10th day of July, 1952 at 12 noon a.m. in the forenoon or so soon thereafter as Counsel can be heard by Counsel The Government of the Republic of Indonesia will by Counsel move the Judge in Court for an Order that the Writ of Summons and all subsequent proceedings herein be set aside with costs on the following grounds:—

1. That this Action impleads a Foreign Sovereign State namely the Government of the Republic of Indonesia. The said Government is unwilling to submit to the jurisdiction of this Honourable Court.
2. That the said Steamship is the property of the Government of the Republic of Indonesia. 10
3. Further or alternatively that the said steamship is and at all material times was in the possession and effective control of the said Government by its duly authorised Agents.
4. That the said Government is and was at all material times entitled to possession of the said steamship.
5. That the claim in this case is against a Foreign Sovereign State and the Court has no jurisdiction or alternatively will not exercise its jurisdiction to decide the same.
6. That a claim to the said Steamship is being made by a Foreign Sovereign State and the Court has no jurisdiction or alternatively will not exercise 20 its jurisdiction to decide the validity of the said claim.”

These two motions were heard together by Reece, J. and affirmations as to facts were filed by Mr. Kwee Djie Hoo, Consul-General for the Republic of Indonesia in Hong Kong, and a Major Pamoe Rahardjo who described himself in one affirmation as a Major in the Army of the Republic of Indonesia and attached to the Secretary General of the Ministry of Defence of that Government and in a subsequent affirmation as a Diplomatic Courier of that Government, holding a diplomatic passport.

During the hearing of the motions, applications were made to cross-examine Mr. Kwee Djie Hoo, the Consul-General, and Major Pamoe Rahardjo upon their affirmations as to facts and questions arose as to the diplomatic immunity of these gentlemen and in the event the learned Judge held that neither had the immunity claimed for him and granted an application for a subpoena to issue against each for cross-examination upon the affirmations. Subsequently, upon their failure so to appear, the learned Judge ordered that their affirmations be struck off the file. 30

In both actions, Appeals (11 and 12 of 1952) to the Full Court were taken from the decision of Reece J., refusing the diplomatic immunity claimed and granting the applications for cross-examination upon the affirmations and motions for a stay of proceedings in both actions were also made to the Full Court. The Appeals Nos. 11 and 12 of 1952 were adjourned *sine die* by the Full Court 40 and the motions for a stay of proceedings dismissed.



*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 90  
Reasons for  
Judgment of  
Full Court.  
8th January,  
1953.  
*continued.*

To: The Plaintiff and to Messrs. Stewart & Co., his Solicitors and to Mr. M. A. da Silva, Solicitor for Messrs. Juan Ysmael & Co., Inc.”

“IN THE SUPREME COURT OF HONG KONG  
APPELLATE JURISDICTION  
APPEAL NO. 15 OF 1952

(On Appeal from Adm. Jurisdiction Action No. 8 of 1952)

BETWEEN:

THE GOVERNMENT OF THE REPUBLIC OF      Appellants  
INDONESIA      (Defendants) 10

— AND —

JUAN YSMAEL & COMPANY INCORPORATED      Respondents  
(Plaintiffs)

*Order XXIX  
Rule 13 of  
the Rules of  
The Supreme  
Court  
Ordinance  
Sec. 28.*

TAKE NOTICE that the Full Court will be moved at 10.00 o'clock a.m., on Tuesday the 30th day of September, 1952 or so soon thereafter as Counsel can be heard by Mr. John McNeill, Q.C., and Mr. D. A. L. Wright, Counsel for the abovenamed Appellants for an Order that the Judgment of the Honourable Mr. Justice Reece dated the 15th day of September, 1952 dismissing the Notice of Motion filed herein on behalf of the Government of Indonesia dated the 9th day of July, 1952 be rescinded. And that it may be ordered that the Writ and all subsequent proceedings and orders in A.J. Action No. 8 of 1952 be set aside on the ground that the said Action impleads the Appellants a foreign Sovereign State and, in consequence, that it may be declared that the judgment of His Honour Mr. Justice Courtenay Walton Reece dated 24th October, 1952 is null and void for want of jurisdiction and that the S/S “Tasikmalaja” be released from arrest in the said Action and that the Respondents do pay the Appellants the costs of this appeal and of and incidental to the said Motion. 20 30

Dated the 15th day of September 1952.

(Sd.) WILKINSON & GRIST,  
Solicitors for the Government of  
the Republic of Indonesia.

To: The Plaintiffs, & to Mr. M. A. da Silva, their Solicitor.”

Counsel for the appellants submitted :—

1. That the learned Judge erred in making the orders for the cross-examination of Mr. Kwee Djie Hoo and Major Pamoe Rahardjo;

2. That the learned Judge erred in refusing to grant to Mr. Kwee Djie Hoo and Major Pamoe Rahardjo the diplomatic immunity claimed for them; and
3. Assuming that the learned Judge was correct in his decisions in 1 and 2 above, there was left upon the record ample material upon which the impleading motions should have been allowed.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 90  
Reasons for  
Judgment of  
Full Court.  
8th January,  
1953.  
*continued.*

At the hearing of the appeals the last submission 3 above was argued first as it was clear that if it were to succeed, the question of whether the learned Judge was correct in his decisions on submissions 1 and 2 would become academic.

10 It may be noted here that this submission 3 above was not specifically argued before the learned Judge.

In view of the decision we have reached on this ground 3, no argument was heard on submissions 1 and 2 and, accordingly, comment by this Court on them is purely *obiter dicta*. It is sufficient to mention here that in our consideration it might perhaps have been wiser had the Consul-General attended for cross-examination, claiming his immunity to refuse to answer those questions knowledge of which he had acquired in the course of his official duties, and we consider it unfortunate that the Diplomatic Courier, who has immunity of person and despatches while actually engaged on a mission, found himself

20 compelled to return to his own country on the Saturday before the Monday on which his cross-examination had been fixed.

On the hearing of these appeals the Court was directed to the material parts of the affidavits and affirmations remaining upon the record from which it appears that there were previous charter parties between the Government of the Republic of Indonesia and the respondents Juan Ysmael and Company Incorporated and that the S.S. Tasikmalaja was at all material times under a charter party due to expire on the 30th June, 1952, subject to a submission by Counsel for the Respondents, Juan Ysmael & Company, that the Government of the Republic of Indonesia, by entering into what the respondents term "a purported

30 sale", thereby had repudiated the charter party. This final charter party contained an option to purchase described as fraudulent by the respondents, Juan Ysmael and Company and all charter parties were for the purpose of carrying Indonesian troops.

The S.S. Tasikmalaja during the early part of 1952 was in Indonesian waters and it is common ground that negotiations for a sale were proceeding between Major Pamoe Rahardjo of the Indonesian Government and a Mr. Starr as attorney for Mr. Hemady, then President and General Manager for Juan Ysmael & Company, and eventually on the 13th February, 1952, an agreement for sale was entered into between these parties constituting what the respondents

40 throughout refer to as the purported sale. It was Mr. Starr who had negotiated the charter parties.

Subsequently the ship left for Hong Kong arriving in these waters on the 13th March, 1952, for repairs, some of which at least were directed by the Consul-General for the Republic of Indonesia. It is to be noted that on the voyage to Hong Kong Mr. Starr was on board.

On the 16th April, 1952, there was a ceremony on board the S.S. Tasikmalaja, up till then of Panamanian registry, at which the Panamanian flag was hauled down and the flag of the Republic of Indonesia raised to mark the transfer of the S.S. Tasikmalaja to the Indonesian registry. Representatives of both the Indonesian Consulate General and the Panamanian Consulate were present at this ceremony.

The S.S. Tasikmalaja had been under the command of a Captain Aguado who, on 9th May, 1952, left for the Philippines being replaced by Acting Captain Silos. There is some dispute after the 30th June, 1952, as to who actually was in command as it was urged by the appellants that one, Mandagi, a cadet officer, had actually taken over command and that he attorned to the appellants whereas Acting Captain Silos attorned to the respondents but on the view we have taken, the matter appears to be of no great importance. The crew were mixed and consisting of 52 Indonesians, 19 Filipinos and 2 of outside nationality. 10

The case for the appellants may conveniently be summarized as follows:—

- (a) That the S.S. Tasikmalaja was under charter from the respondents and was used for the transport of Indonesian troops under the terms of the charters.
- (b) That the last charter party contained an option to purchase, and that during the term of this charter the ship was sold to the Government of the Republic of Indonesia by a Mr. Starr, agent of the respondent, Juan Ysmael & Company, for a specific sum which was duly paid; 20
- (c) That the ship was under the direction and control of the Government of the Republic of Indonesia when it arrived in Hong Kong waters and so continued up to the date of the issue of the writs and its arrest;
- (d) That in any event, apart from the sale, the ship was arrested on the 25th day of June, and again on the 27th day of June, while the charter party did not expire until the 30th June;
- (e) That therefore the Government of the Republic of Indonesia had such measure of control and such a proprietary interest that the issue of a writ in rem necessarily impleaded a foreign sovereign State. 30

In reply the respondents submitted:—

- (a) That the term of the charter party containing the option to purchase was fraudulent;
- (b) That Mr. Starr, the agent who sold the ship, had no authority to sell under the law obtaining in the Philippines.
- (c) That in any event Mr. Starr, in selling at the price he did, had exceeded the instructions given to him, and that the Government of the Republic of Indonesia had been specifically informed of the terms upon which the respondent company would be prepared to sell; 40

- (d) That the purported sale therefore was fraudulent and a nullity;
- (e) That the Government of the Republic of Indonesia by entering into this purported sale had repudiated the charter party;
- (f) That even if (e) above were not so, yet the charter party expired on the 30th June, 1952, and if the ship had been arrested on the 25th and 27th June, 1952, the appellants had no rights under the charter party on the date in July, 1952, on which the impleading motions were filed;
- (g) That the appellants therefore had acquired no interest at all under the purported sale and had lost their interest under the charter party;
- 10 (h) That when the ship entered Hong Kong waters, it was under the control of Mr. Starr, agent for the respondent Company.

In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

No. 90  
Reasons for  
Judgment of  
Full Court.  
8th January,  
1953.  
continued.

We are indebted to Counsel for a close examination of the authorities cited on the impleading issue which were necessarily to a great extent common to both appellants and respondents who sought mainly to place opposing construction upon them. These included:—*Dollfus Mieg v. Bank of England* (1949 Ch. 1); *Dollfus Mieg v. Bank of England* (1950 Ch. D); *U.S.A. & anors. v. Dollfus Mieg* (1952 1 A.E.R.); *The Parlement Belge* (5 Probate); *The Broadmayne* (1916 Probate); *The Jupiter* (1924 Probate); *The Jupiter No. 2* (1925 Probate); *The Jupiter No. 3* (1927 Probate); *The Arantzazu Mendi* (1939 Probate); *Luther v. Sagor* (1921 20 3 K.B.D.); *The Cristina* (1938 A.C.); *Haile Selassie v. Cable & Wireless Company Ltd.* (1938 Ch. D.); et cet.

We are of opinion that the observations of Lord Atkin in "*The Cristina*" have not been either so extended or so limited by later decisions as to affect the main principles. We find that the S.S. Tasikmalaja was brought into Hong Kong under the direction and control of the Government of the Republic of Indonesia which has throughout claimed ownership by reason of the purported sale. It is also clear that at the time of the issue of the writs and its arrest, certainly the respondent Juan Ysmael & Company knew of the purported sale while the second respondent, apart from swearing that the ship was an Indonesian ship, had 30 apparently not taken the steps required of him by rule 30(2) of the Supreme Court (Admiralty Procedure) Rules to enable him to swear that no owner or part owner was domiciled in the Colony. It must be remembered that this respondent was carrying out repairs on a ship used for carrying troops and flying the Indonesian flag. Further, by the wording of the claim in the writ issued by the respondent Juan Ysmael & Company "claim to have legal possession decreed to them of the said vessel", the inference is open that the intention was to challenge the purported sale to the Government of the Republic of Indonesia.

In these circumstances we are of the opinion that the issue of these writs in rem directly impleaded the Government of the Republic of Indonesia.

40 The respondent Juan Ysmael & Company claim possession or control of the S.S. Tasikmalaja as against the appellants on its arrival in Hong Kong waters through Mr. Starr, the agent of the respondent Company Juan Ysmael & Company, and thereafter first through Captain Aguado and thereafter through Acting



Captain Silos who attorned to that Company. We cannot see how Mr. Starr who had entered into the purported sale as agent of the respondents Juan Ysmael & Company may thereafter be claimed to be in possession or control for that Company of a ship which he had purported to sell to the appellants, nor do we see how in any event his presence aboard may benefit the respondent Anthony Loh and indeed as the respondents Juan Ysmael & Company assert that they did not know of the purported sale until after the arrival of the ship in Hong Kong waters, they must have assumed it still to be under charter in which case it is difficult to see how the presence aboard of Mr. Starr could serve to deprive the charterers of possession or control.

10

Captain Aguado is described in an affirmation filed on behalf of the respondent Juan Ysmael & Company as a "conspirator" in the sale and therefore cannot be held to have exercised control or claimed possession on behalf of Juan Ysmael & Company. Again, subsequent to the arrival of the ship in Hong Kong, repairs were arranged for and some payments therefor made by the Consul-General for Indonesia and the ship was taken into dock in consequence of these arrangements.

We do not attach any great importance to the sides taken by the mixed crew after the dispute as to ownership had become general knowledge and we hold that the ship was brought into Hong Kong waters by the Government of the Republic of Indonesia and was under the control of that Government until the ship was arrested.

20

We hold too that the Government of the Republic of Indonesia has more than a bare claim or assertion to ownership of the S.S. Tasikmalaja. We are of opinion that by the admitted purported sale, that Government has acquired a proprietary right sufficient within the authorities to maintain a plea of impleading and we hold that on this aspect also the Government of the Republic of Indonesia is impleaded by the issues of the writs in rem.

We are of opinion that such proprietary right stems from the purported sale and that the issue of whether or not that sale was valid is not one for these Courts, nor do we consider that the proposition that as the purported sale was allegedly fraudulent it was therefore void and that the appellants by entering into it had repudiated the charter party is one for us to decide: in our opinion, it is sufficient that the Government of the Republic of Indonesia brought the S. S. Tasikmalaja into Hong Kong waters; that the Government remained in control of the ship until its arrest, and that that Government had and has a proprietary right in it arising from the purported sale until that purported sale is upset, remain in our opinion sufficient to maintain that proprietary right.

30

It seems to us that the words of Goddard L.J. in the *Arantzazu Mendi* (1939 Probate Division) are very cogent:—

40

"But if the Court can see that the question that arises is a question of competing rights, as in this case here, where we have got the fact that the owners of the ship admittedly have purported to give to the foreign sovereign who is claiming immunity rights over the ship—it may be that those rights

are good or it may be they are bad, that is just what we cannot try—but if they purport to give such rights over their ship and therefore there is more than a mere claim and there is evidence before the Court on which it can be shown that the question which is to be decided in the case is competing rights, then it appears to me, that the principle of immunity applies, . . . . ”

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 90  
Reasons for  
Judgment of  
Full Court.  
8th January,  
1953.  
*continued.*

We therefore hold that both of the principles laid down by Lord Atkin in *the S. S. Cristina* have been broken.

These appeals are therefore allowed.

(Sd.) G. L. HOWE,

10

President.  
8.1.1953.

(Sd.) E. H. WILLIAMS,

Appeal Judge  
8.1.1953.

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No. 91

**TRANSCRIPT OF PROCEEDINGS ON HEARING OF MOTION  
FOR LEAVE TO APPEAL TO PRIVY COUNCIL AND  
FOR STATUS QUO TO BE MAINTAINED**

(8th & 12th January, 1953)

No. 91  
Transcript of  
proceedings on  
hearing of  
Motion for  
Leave to  
Appeal to  
Privy Council  
and for status  
quo to be  
maintained.  
8th & 12th  
January, 1953.

20

(See Document No. 111 in Record of Appeal No. 15 of 1952)

*N.B. This Transcript of proceedings is identical in each Appeal. To avoid prolixity, it is included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

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ORDER OF THE FULL COURT AS TO COSTS  
AND GRANTING PROVISIONAL LEAVE TO  
APPEAL TO PRIVY COUNCIL

(12th January, 1953)

No. 92  
Order of the  
Full Court as  
to costs and  
granting  
provisional  
leave to  
appeal to  
Privy Council.  
12th January,  
1953.

UPON the Motion of Juan Ysmael & Company Incorporated and upon hearing Counsel for the said Juan Ysmael & Company Incorporated Counsel for the abovenamed Respondent Anthony Loh trading as A. W. King and Counsel for the abovenamed Appellants The Government of the Republic of Indonesia IT IS ORDERED:—

10

AS TO COSTS:—

*As to A. J. Action No. 6 of 1952 and Appeal No. 14 of 1952:—*

- (1) That the costs of the 28th July, 21st, 25th, 27th, 29th August, 1st, 4th and 9th September be reserved.
- (2) That the taxed costs of and incidental to the hearing before the Full Court on the 16th and 24th days of September, 1952 of an application for a stay by the Indonesian Government be paid by the Government of the Republic of Indonesia to Messrs. Juan Ysmael & Co. Inc., and to Anthony Loh.
- (3) That the taxed costs of and incidental to all other proceedings in A. J. Action No. 6 of 1952 and Appeal No. 14 of 1952 be paid by Anthony Loh 20 and Messrs. Juan Ysmael & Co. Inc., to the Government of the Republic of Indonesia in a proportion (as between Anthony Loh and Messrs. Juan Ysmael & Co. Inc.) to be determined by the Full Court after taxation.

AS TO THE MOTION brought by the Appellants, Messrs. Juan Ysmael & Co., Inc., leave to appeal to the Privy Council is hereby given in the following terms:—

- (i) Appellants to put up security in the sum of \$5,000.00 to the satisfaction of the Registrar within three months or less.
- (ii) Balance of costs in favour of the Government of the Republic of Indonesia as ordered above to be paid by the Appellants, Messrs. Juan Ysmael & Co., 30 Inc., to the Solicitors for the Government of the Republic of Indonesia upon the usual undertaking to be repaid if the Appeal is successful.
- (iii) Record to be prepared within three months.
- (iv) Liberty to apply.

Costs of these hearings (Thursday the 8th day of January, 1953 and to-day) reserved with liberty to apply.

(L.S.)

(Sd.) C. D'ALMADA E CASTRO,  
Registrar.

**TRANSCRIPT OF PROCEEDINGS ON HEARING IN CHAMBERS OF APPLICATION FOR CLARIFICATION OF ORDER AS TO COSTS MADE ON 12TH JANUARY, 1953**

(18th February, 1953)

(See Document No. 113 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

*In the Supreme Court of Hong Kong Appellate Jurisdiction*

No. 93  
Transcript of Proceedings on hearing in Chambers of Application for Clarification of Order as to Costs made on 12th January, 1953. 18th February, 1953.

10

**NOTES OF THE CHIEF JUSTICE ON FURTHER HEARING IN CHAMBERS OF APPLICATION FOR CLARIFICATION**

(26th February, 1953)

(See Document No. 114 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

No. 94  
Notes of the Chief Justice on further hearing in Chambers of Application for Clarification. 26th February, 1953.

20

**NOTES OF THE SENIOR PUISNE JUDGE ON FURTHER HEARING IN CHAMBERS OF APPLICATION FOR CLARIFICATION**

(26th February, 1953)

(See Document No. 114A in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid prolixity, they are included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

No. 94A  
Notes of the Senior Puisne Judge on further hearing in Chambers of Application for Clarification. 26th February, 1953.

**EX PARTE NOTICE OF MOTION BY JUAN YSMAEL  
& CO., INC. FOR EXTENSION OF TIME TO  
PREPARE RECORD ON APPEAL**

(8th April, 1953)

No. 95  
Ex Parte  
Notice of  
Motion by  
Juan Ysmael &  
Co. Inc., for  
Extension of  
Time to  
Prepare Record  
on Appeal.  
8th April,  
1953.

Counsel on behalf of Juan Ysmael & Company Incorporated to move the Full Court in Chambers for immediate absolute orders:—

- (1) Granting further time to prepare the record on appeal within a period of 30 days from the 12th day of April, 1953, or such further time as the Full Court may order;
- (2) Fixing a time or period within which the said record shall be dispatched to England;
- (3) Fixing a time or period within which the balance of costs ordered to be paid by Juan Ysmael & Company Incorporated to the Solicitors for the Government of the Republic of Indonesia shall be so paid; and
- (4) Granting the costs of this Motion as costs in the appeal,

10

or alternatively that Juan Ysmael & Company Incorporated may be at liberty to serve Notice of Motion for 10.00 o'clock in the forenoon on Thursday the 9th day of April, 1953, before the Full Court in Chambers for the Government of the Republic of Indonesia and for Anthony Loh trading as A. W. King to appear 20 and show cause why orders should not be made as herein applied for.

Dated the 8th day of April, 1953.

(Sd.) MARCUS DA SILVA,  
Solicitor for Juan Ysmael  
& Company Incorporated.

**AFFIDAVIT OF MARCUS ALBERTO DA SILVA  
IN SUPPORT**

(8th April, 1953)

No. 96  
Affidavit of  
Marcus Alberto  
da Silva in  
Support.  
8th April,  
1953.

I, MARCUS ALBERTO DA SILVA, of Rooms Nos. 107/109 Gloucester 30 Building, First Floor, Victoria in the Colony of Hong Kong, Legal Practitioner, make oath and say as follows:—

1. I am the solicitor having the conduct of the matters herein and of the Appeal to the Privy Council on behalf of the abovenamed Juan Ysmael & Company Incorporated, and I am authorised to make this affidavit on behalf of my clients.
2. Shortly after the decision of the Full Court reversing the judgment of the Honourable Mr. Justice Courtenay Walton Reece, inasmuch as my clients were desirous of appealing to the Privy Council, I made application for a transcript of the Full Court proceedings to the Clerk to the Honourable the 40 Chief Justice.

3. Thereafter from time to time I kept on pressing the said Clerk for the transcript, but was unable to obtain same wherefore I wrote the attached copy letter marked "MAS-1" to the said Clerk. I received what purported to be a full transcript of the Full Court proceedings on the 31st day of March, 1953, and when I proceeded to read through the same and to separate the same for inclusion in the record on appeal, checking the same with my own notes, I discovered that the transcript was not a complete one, wherefore I wrote a further letter to the said Clerk on the 7th day of April, 1953, as per copy letter attached marked "MAS-2"
- 10 4. In the course of preparing the record on appeal, I also discovered that the transcript of part of the proceedings in the Court below which should have been prepared by the Government of the Republic of Indonesia for the Full Court, had not been so prepared, wherefore I wrote to the Clerk to the Honourable Mr. Justice Courtenay Walton Reece as per copy letter attached and marked "MAS-3"
5. Apart from the said missing transcripts delaying the preparation of the record on appeal, I say that by reason of the late delivery of the incomplete transcript to me, it became a physical impossibility for the record to be made ready by the 12th day of April, 1953, for the reasons that:—
- 20 (a) On receipt of the transcript, it was necessary for me to read through the same and to check same with my notes to ensure that it was a complete one;
- (b) After so checking, it was necessary for me to check the transcript in order to ascertain what were the necessary Court documents and exhibits to be included or excluded for the record on appeal;
- (c) It was again necessary for me to separate the transcript as per the various applications and motions made, and to set them in the proper order or sequence in the record on appeal; and
- 30 (d) After doing the above, to obtain the whole of the prepared record to be properly typed out with proper annotated headings and properly indexed.
6. The costs to be taxed herein are in process of being taxed, and I am of the opinion that taxation will not be completed for a period of at least 14 days from the date hereof, inasmuch as the bills presented for taxation by the Government of the Republic of Indonesia, if fully allowed, will total the sum of about \$80,000.00, and the taxation will involve considerable argument and will entail a very lengthy process.

AND LASTLY I do make oath and say that the contents of this my affidavit are true.

In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

## No. 97

TRANSCRIPT OF PROCEEDINGS ON HEARING IN  
CHAMBERS OF MOTION FOR EXTENSION OF  
TIME TO PREPARE RECORD ON APPEAL

(8th April, 1953)

(See Document No. 117 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

No. 97  
Transcript of  
Proceedings on  
Hearing in  
Chambers of  
Motion for  
Extension of  
Time to  
Prepare Record  
on Appeal.  
8th April,  
1953.

## No. 98

ORDER OF THE FULL COURT IN CHAMBERS GRANTING  
EXTENSION OF TIME TO PREPARE  
RECORD ON APPEAL

(8th April, 1953)

UPON the application of the Respondents Juan Ysmael & Company Incorporated upon reading the affidavit of Marcus Alberto da Silva filed herein on the 8th day of April, 1953, and upon hearing Counsel for the said Respondents Juan Ysmael & Company Incorporated IT IS ORDERED as follows:—

- (A) As an immediate absolute order, that the said Respondents Juan Ysmael & Company Incorporated be granted further time as from the 12th day of April, 1953 to prepare the record on appeal, the precise period of such further time to be ascertained or fixed at the hearing inter partes of the Motion; 20
- (B) That the said Motion may be dealt with during Vacation;
- (C) That the said Juan Ysmael & Company Incorporated be at liberty during Vacation to file and serve (pursuant to short notice ordered) Notice of Motion for 10 o'clock in the forenoon on Wednesday the 15th day of April, 1953, before the Full Court in Chambers for the Government of the Republic of Indonesia and for Anthony Loh trading as A. W. King to appear and show cause:— 30
- (i) As to the period of further time of the extension ordered under paragraph (A) hereof;
- (ii) As to the fixing of a time or period within which the said record should be despatched to England;
- (iii) As to the fixing of a time or period within which the balance of costs ordered to be paid by the said Juan Ysmael & Company Incorporated to the Solicitors of the Government of the Republic of Indonesia shall be so paid; and
- (iv) As to why an order should not be made granting the costs of this Motion as costs in the Appeal. 40

(L.S.)

(Sd.) C. D'ALMADA E CASTRO,  
Registrar.

No. 99

**NOTICE OF MOTION BY JUAN YSMAEL & CO., INC.  
TO FIX PERIOD OF EXTENSION OF TIME  
TO PREPARE RECORD ON APPEAL**

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

(9th April, 1953)

TAKE NOTICE that the Full Court will be moved in Chambers at 10 o'clock on Wednesday, the 15th day of April, 1953 (pursuant to an Order made by the Full Court (The Honourable Sir Gerard Lewis Howe, Kt., Q.C., Chief Justice and the Honourable Mr. Justice Ernest Hillas Williams, Senior Puisne Judge) in Chambers dated the 8th day of April, 1953) or so soon thereafter as Counsel can be heard by Mr. Brook Bernacchi, Counsel for the Respondents Juan Ysmael & Company Incorporated, for the Government of the Republic of Indonesia and for Anthony Loh trading as A. W. King to appear and show cause:—

No. 99  
Notice of  
Motion by  
Juan Ysmael &  
Co. Inc., to fix  
Period of  
Extension of  
Time to  
Prepare Record  
on Appeal.  
9th April,  
1953.

- (1) As to the period of further time of the extension from the 12th day of April, 1953 to prepare the record on Appeal as ordered under paragraph (A) of the said Order of the Full Court referred to above;
- (2) As to the fixing of a time or period within which the record on appeal should be despatched to England;
- (3) As to the fixing of a time or period within which the balance of costs ordered to be paid by the said Juan Ysmael & Company Incorporated to the Solicitors of the Government of the Republic of Indonesia shall be so paid; and
- (4) As to why an Order should not be made granting the costs of this Motion as costs in the Appeal.

Dated the 9th day of April, 1953.

(Sd.) M. A. DA SILVA,  
Solicitor for Juan Ysmael & Company  
Incorporated.  
(Respondents).

To: The Government of the Republic of Indonesia and to Messrs. Wilkinson & Grist, their Solicitors,

and

Anthony Loh trading as A. W. King and his Solicitors, Messrs. Stewart & Co.



In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

No. 100

## LETTER — M. A. DA SILVA TO REGISTRAR

(11th April, 1953)

No. 100  
Letter—  
M. A. da Silva  
to Registrar.  
11th April,  
1953.

The Registrar,  
Supreme Court,  
HONG KONG.

11th April, 1953

Dear Sir,

**Re: Appeal to the Privy Council from  
Full Court Appeal No. 14 of 1952.**

I enclose herewith my cheque for \$5,000.00, being security as ordered to be 10  
put up by my clients, Messrs. Juan Ysmael & Company Incorporated for leave to  
appeal to the Privy Council.

Yours faithfully,  
(Sd.) M. A. DA SILVA.

Encl.

No. 101

**TRANSCRIPT OF PROCEEDINGS ON HEARING IN  
CHAMBERS OF MOTION FOR FIXING PERIOD  
OF EXTENSION OF TIME**

(15th April, 1953)

20

(See Document No. 121 in Record of Appeal No. 15 of 1952)

*N.B. These Notes of Proceedings are identical in each Appeal. To avoid  
prolixity, they are included by way of reference to Record in Appeal  
No. 15 of 1952, both Appeals having been heard at the same time.*

No. 102

## ORDER FIXING PERIOD OF EXTENSION OF TIME

(15th April, 1953)

UPON the Motion of Juan Ysmael & Company Incorporated and upon hearing  
Counsel for the said Juan Ysmael & Company Incorporated and Counsel for the  
Government of the Republic of Indonesia IT IS ORDERED:— 30

- (1) That further time from the 12th day of April, 1953 to prepare the  
Record on Appeal as ordered under paragraph (A) of the Order of the  
Full Court in Chambers made on the 8th day of April, 1953 be granted  
till the 8th day of May, 1953;
- (2) That the Record on Appeal be despatched to England on or before the  
9th day of May, 1953;
- (3) That the balance of costs ordered to be paid by the said Juan Ysmael  
& Company Incorporated to the Solicitors for the Government of the  
Republic of Indonesia be so paid on or before the 8th day of May,  
1953; and 40
- (4) That the costs of this Motion be costs in the Appeal.

(Sd.) C. D'ALMADA E CASTRO.

(L.S.)

Registrar.

No. 103

**TRANSCRIPT OF PROCEEDINGS ON HEARING IN CHAMBERS OF  
APPLICATION FOR EXTENSION OF TIME TO PREPARE AND  
DESPATCH RECORD ON APPEAL**

(5th May, 1953)

(See Document No. 123 in Record of Appeal No. 15 of 1952).

*N.B. This Transcript of Proceedings is identical in each Appeal. To avoid prolixity, it is included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

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In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction

No. 103  
Transcript of  
proceedings on  
hearing in  
Chambers of  
application for  
extension of  
time to prepare  
and despatch  
Record on  
Appeal.  
5th May, 1953.

No. 104

**ORDER EXTENDING PERIOD OF TIME UNTIL FURTHER ORDER**

(5th May, 1953)

UPON the Motion of Juan Ysmael & Company Incorporated under general liberty to apply and upon hearing Counsel for the said Juan Ysmael & Company Incorporated and Counsel for the Government of the Republic of Indonesia and by consent IT IS ORDERED:

- (a) That the respective periods of time granted in paragraphs (1), (2) and (3) of the Order of the Full Court in Chambers made on the 15th day of April, 1953 be extended until further order;
- (b) That there be liberty to apply; and
- (c) That the costs of this Motion be costs in the Appeal.

20

(L.S.)

(Sd.) C. D'ALMADA E CASTRO,  
Registrar.

No. 104  
Order extending  
period of time  
until further  
order.  
5th May, 1953.

No. 105

**TRANSCRIPT OF PROCEEDINGS ON HEARING IN CHAMBERS  
OF FURTHER APPLICATION FOR EXTENSION OF TIME**

(22nd July, 1953)

(See Document No. 125 in Record of Appeal No. 15 of 1952).

*N.B. This Transcript of Proceedings is identical in each Appeal. To avoid prolixity, it is included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*

30

No. 105  
Transcript of  
Proceedings on  
hearing in  
Chambers of  
further  
application for  
extension of  
time.  
22nd July, 1953.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 106

**ORDER BY CONSENT FOR RECORD TO BE PRINTED  
AND DESPACHED WITHIN TWO MONTHS  
AND FOURTEEN DAYS FROM DATE**

(22nd July, 1953)

No. 106  
Order by  
Consent for  
Record to be  
printed &  
despatched  
within 2  
months & 14  
days from date.  
22nd July, 1953.

UPON the Motion of Juan Ysmael & Company Incorporated under the general liberty to apply and upon hearing Counsel for the said Juan Ysmael & Company Incorporated the Solicitor for Anthony Loh trading as A. W. King and Counsel for the Government of the Republic of Indonesia and by consent of all parties IT IS ORDERED:—

10

- (1) That the record on appeal be printed and ready for dispatch within two months and fourteen days from the date hereof;
- (2) That the apportionment of costs between the said Anthony Loh trading as A. W. King and the said Juan Ysmael & Company Incorporated in Admiralty Jurisdiction Action No. 6 of 1952 and in this Appeal be referred to the Registrar within seven days from the date hereof for decision by him with liberty to apply; and
- (3) That there be no order as to the costs of this Motion.

(Sd.) C. D'ALMADA E CASTRO.  
Registrar.

(L. S.)

20

No. 107  
Letter—  
M.A. da Silva  
to Chief  
Justice's Clerk,  
applying for  
further exten-  
sion  
2nd October,  
1953.

No. 107

**LETTER — M. A. DA SILVA TO CHIEF JUSTICE'S CLERK  
APPLYING FOR FURTHER EXTENSION**

(2nd October, 1953)  
2nd October, 1953.

The Clerk to The Honourable  
The Acting Chief Justice,  
PRESENT.

Dear Sir,

**Re: Appeals Nos. 14 and 15 of 1952.**

For the reasons set out in the supporting affidavit of Augusto Antonio Noronha, the printed record cannot be dispatched to London within the period expiring on the 7th day of October, 1953 and a further 5 weeks as from the 7th day of October, 1953 is required, wherefore I am instructed on behalf of Juan Ysmael & Co., Inc. to respectfully apply to the Full Court in Chambers by Counsel on Tuesday next, 6th instant at 9.30 a.m. for an extension of the time for the dispatch of the printed record to London.

This application is made pursuant to the "Liberty to Apply" herein.  
Yours faithfully,

(Sd.) MARCUS DA SILVA.

c.c. Messrs. Wilkinson &amp; Grist.

40

## AFFIDAVIT OF AUGUSTO ANTONIO NORONHA

(2nd October, 1953)

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 108

Augusto  
Antonio  
Noronha's  
Affidavit.  
2nd October,  
1953.

I, AUGUSTO ANTONIO NORONHA of Rooms Nos. 107/109 Gloucester Building, first floor, Victoria in the Colony of Hong Kong, Clerk, do make oath and say as follows:—

1. I am a clerk in the employ of Mr. M. A. da Silva, the solicitor having the conduct of this Appeal on behalf of Juan Ysmael & Company Incorporated and I am authorised to make this affidavit on their behalf.
- 10 2. The Record in Appeal No. 15 of 1952 is of a most complex nature and comes to a total of about 600 pages and nearly every document included in these 600 pages had to be substantially altered or completely retyped because, as I was instructed, all unnecessary portions and headings had to be deleted and new headings for the guidance of the Privy Council had to be typed in, marginal notes and cross-references made and the order of documents completely arranged and re-arranged. This applies equally to the lesser record in Appeal No. 14 of 1952 which comes to about 150 pages.
- 20 3. After the preparation of the typed record, the same had to be handed over to Mr. P. J. Griffiths of Messrs. Wilkinson & Grist for his approval and I have had many conferences with him in regard to amendments, alterations and cross-references required by him and in regard to the inclusion of certain portions of the record, to which inclusion Mr. Silva on behalf of Juan Ysmael & Company Incorporated had registered objection.
- 30 4. Immediately upon my obtaining Mr Griffiths' approval to a substantial part of the record, I dispatched the same to the printers, namely, the South China Morning Post Limited and these printers had with urgency effected the printing thereof and from time to time over the last two and a half months rough proofs had been received by me from the printers, perused, checked and mistakes noted for correction. A copy of the rough proof was sent to Mr. Griffiths for his notation.
5. For the purposes of the work aforesaid, I enlisted the services of three other clerks besides myself in Mr. da Silva's office.
6. I obtained the final proof in Appeal No. 15 of 1952 as regards pages 1 to 92 on the 29th day of September, 1953, and I immediately handed over the same to the Registrar who has commenced the perusing and checking of same.
- 40 7. On the 1st day of October, 1953 I received the final proof of pages 93 to 174 which I immediately handed over to the Registrar for his perusal and checking and on the same day I handed over to Mr. Griffiths a copy of the same final proof from pages 1 to 174 for his perusal and checking.

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 108  
Augusto  
Antonio  
Noronha's  
Affidavit,  
2nd October,  
1953.  
*continued.*

8. I am informed by the printers and verily believe that the balance of the final proof of the record in Appeal No. 15 of 1952 will be handed over for perusal and checking within the next ten days.
  9. The rough proof for the record in Appeal No. 14 of 1952 as from Documents Nos. 1-53 (more than half) was handed by the printers to me on the 30th day of September, 1953 and I handed over the same on the 1st day of October, 1953 to Mr. Griffiths for his perusal and checking. I am informed by the printers and verily believe that the balance of the rough proof will be ready within a week.
  10. I am informed by Mr. da Silva and verily believe that the Registrar can complete the perusal and checking of the final proof in both Appeals Nos. 14 and 15 of 1952 in a period of three weeks from date and that the Registrar can complete the perusal and checking of the final printed edition of the said record in both Appeals within seven days from his being handed the same; and in this regard I am informed by the printers and verily believe that the final printed edition of the record in both Appeals can be completed within four weeks from the final proof being returned to them, but that with the proof being returned to them by instalments, the first 100 pages having been checked in 2 days by the Registrar, the time of printing can be shortened. 10
  11. I therefore respectfully and verily say that a further period of five weeks as from the 7th day of October, 1953 is required for all this work to be done and for the printed records to be ready for dispatch to London. 20
  12. There has been no undue delay in the preparation and the printing of these records and I had acted with all promptitude and urgency in the work done, the printers also having done their work with promptitude and despatch.
- AND LASTLY I do make oath and say that the contents of this my affidavit are true.

Sworn, etc.

No. 109  
Peter John  
Griffiths'  
Affidavit,  
5th October,  
1953.

No. 109

30

**AFFIDAVIT OF PETER JOHN GRIFFITHS**

**(5th October, 1953)**

I, PETER JOHN GRIFFITHS of No. 2 Queen's Road Central in the Colony of Hong Kong, Solicitor, hereby make oath and say as follows:—

1. I have the conduct of the Appeal on behalf of the Government of the Republic of Indonesia, the abovenamed Appellants, who are the Respondents in the proposed Appeal to Her Majesty the Queen in Her Privy Council.
2. Leave to appeal to the Privy Council was granted by this Honourable Court on the 12th day of January 1953 and it was a condition of such leave that the Record should be prepared within three months. 40
3. On the 9th day of April 1953 an application was made on behalf of Messrs. Juan Ysmael & Co. Inc. for inter alia a further extension of the time to prepare the Record. On the 15th day of April, 1953 this Honourable Court granted an extension of time until the 8th day of May, 1953.

4. On the 5th day of May 1953 a further application was made by Messrs. Juan Ysmael & Co. Inc. for an extension of time for preparing the record and on the 5th day of May 1953 this Honourable Court granted an extension until further order. The purpose of this extension was to enable the outstanding costs to be taxed.
5. On the 22nd day of July, 1953 a further Motion was made by Messrs. Juan Ysmael & Co. Inc., under the general liberty to apply granted in previous orders for an extension of a further two months and fourteen days and on the 22nd day of July, 1953 such order was granted.
- 10 6. On the 7th day of April 1953 the Solicitor for Messrs. Juan Ysmael & Co. Inc. sent to me a draft Record for perusal and approval. On the 8th day of April 1953 I returned the draft to Mr. M. A. da Silva with comments and for it to be put in proper order.
7. On the 26th day of May 1953 I wrote to Mr. M. A. da Silva protesting that despite the delay owing to taxation of costs we had still not received the draft Record in proper form.
8. On the 26th day of May 1953 I received the draft Record (incomplete) for approval and this was returned on the 10th day of June, 1953.
- 20 9. Having heard nothing further as to the Record I wrote on the 4th day of August 1953 to Mr. M. A. da Silva protesting at the delay. A copy of my letter of that date is attached hereto and marked Exhibit "PJG-1" There appeared to be very little activity as regards the preparation of the Record until the month of September when certain portions of the Printers' proofs were submitted to me for approval. Despite this to this very day I have not yet received a complete draft of both these Appeals.
- 30 10. I am instructed by the Government of the Republic of Indonesia to oppose any application for a further extension of time on the grounds that there has been ample time for the Record to be printed and despatched to England and in the meanwhile State property of the Indonesian Government is being detained within the jurisdiction of this Honourable Court despite the fact that the Full Court decision has held that the said Government is impleaded. AND lastly the contents of this my Affidavit are true.

Sworn, etc.

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No. 110

**TRANSCRIPT OF PROCEEDINGS ON HEARING IN  
CHAMBERS OF FURTHER APPLICATION  
FOR EXTENSION OF TIME**

(6th October, 1953)

(See Document No. 130 in Record of Appeal No. 15 of 1952).

- 30 *N.B. This Transcript of Proceedings is identical in each Appeal. To avoid prolixity, it is included by way of reference to Record in Appeal No. 15 of 1952, both Appeals having been heard at the same time.*
- 

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 109  
Peter John  
Griffiths'  
Affidavit.  
5th October,  
1953.  
*continued.*

Exhibit PJG-1  
Ref. No. 48  
(132A in  
appeal 15)

No. 110  
Transcript of  
Proceedings on  
hearing in  
Chambers of  
further  
application for  
extension of  
time.  
6th October,  
1953.

**ORDER GRANTING EXTENSION OF 5 WEEKS  
FROM 7TH OCTOBER, 1953**

*In the  
Supreme  
Court of  
Hong Kong  
Appellate  
Jurisdiction*

No. 111  
Order granting  
Extension of 5  
weeks from 7th  
October, 1953.  
6th October,  
1953.

(6th October, 1953)

UPON the Motion of Juan Ysmael & Company Incorporated under the general liberty to apply and upon hearing Counsel for the said Juan Ysmael & Company Incorporated and Counsel for the Government of the Republic of Indonesia IT IS ORDERED:—

- (1) That the time for the Record on Appeal to be printed and dispatched be extended for five weeks from the 7th day of October, 1953; and 10
- (2) That the costs of this application be the Government of the Republic of Indonesia's in any event.

(L.S.)

(Sd.) C. D'ALMADA E CASTRO,  
Registrar.

No. 112.

Order granting  
Final Leave to  
Appeal to Privy  
Council to 11th  
November,  
1953.

No. 112

**ORDER GRANTING FINAL LEAVE TO APPEAL TO PRIVY COUNCIL**

Dated the 11th day of November, 1953.

UPON READING the Petition of Juan Ysmael & Company Incorporated filed herein on the 30th day of December 1952 for leave to Appeal to Her Majesty in Her Privy Council from the Judgment of this Honourable Court pronounced on the 13th day of December 1952 reversing the Decision of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece dated the 15th day of September 1952 and UPON READING the Order herein dated the 12th day of January 1953 made on the said Petition and the subsequent Orders varying the same including the final Order dated the 6th day of October 1953 and two several Certificates of the Registrar of this Court both dated the 10th day of November 1953 of due compliance with the said Orders and UPON HEARING the Solicitor for the said Juan Ysmael & Company Incorporated THIS COURT DOTH ORDER that the final leave to Appeal prayed for be granted. 20

(L.S.)

(Sd.) C. D'ALMADA E CASTRO,  
Registrar. 30

**EXHIBITS**

Exhibit KDH-1  
 Ref. No. 1  
 Referred to in  
 Doc. No. 10A

*Exhibit KDH-1  
 Fourth Charter  
 Party between  
 Juan Ysmael &  
 Co. Inc. and  
 the Government  
 of the Republic  
 of Indonesia.  
 1st December  
 1951.*

Ref. No. 1  
 Referred to in  
 Doc. No. 10A

10 Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.

**CHARTER PARTY CONTRACT**

It is this 1st day of December, 1951, mutually agreed between: JUAN YSMAEL & CO. INC., Manila, for this purpose represented by her lawful attorney Mr. FRANK C. STARR, OWNERS of the steamer called the "S.S. CHRISTOBAL" formerly called the U.S. Army Transport "S.S. HALEAKALA" and presently with a pending request for a change of new name into the "S.S. TASIKMALAJA" of 3679 gross tons, 1546 net tons, with indicated horsepower of 5000 and fully loaded capable of steaming about 16 knots in good weather and smooth water on a consumption of 45 tons of bunker per day.

20

and

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF INDONESIA, for this purpose represented by MAJOR PAMOERAHARDJO CHARTERERS.

**Article I.**

OWNERS agree to let and CHARTERERS agree to hire steamer for a period of six (6) calendar months beginning on the 1st day of January, 1952.

**Article II.**

30 Steamer to be employed by the INDONESIAN ARMY, or their assignees, for the transport of Troops and their materials and equipments to any port of the world, except those ports under communist authorities, where she can lay safely afloat.

**Article III.**

The sum of US\$210,000.- representing the charter cost for six (6) months, at US\$35,000.- per month, shall be paid in advance by telegraphic transfer to the AMERICAN TRUST COMPANY at Sacramento, California, for deposit to the account of Mr. Frank C. Starr, said payment in accordance with the BALTIME INTERNATIONAL TIME CHARTER of vessels throughout the world.





(OPTION TO BUY PERIOD)	(MONTHLY COST OF OPERATION)
1st Month .. .. January	US\$28,000.- (\$ 28,000.-)
2nd Month .. .. February	US\$28,000.- (\$ 56,000.-)
3rd Month .. .. March	US\$28,000.- (\$ 84,000.-)
4th Month .. .. April	US\$28,000.- (\$112,000.-)
5th Month .. .. May	US\$28,000.- (\$140,000.-)
6th Month .. .. June	US\$28,000.- (\$168,000.-)

*Exhibit KDH-1  
Fourth Charter  
Party between  
Juan Ysmael &  
Co. Inc. and  
the Government  
of Indonesia.  
1st December  
1951.*

Ref. No. 1  
Referred to in  
Doc. No. 10A  
*continued.*

THEREFORE IF CHARTERERS agreed to buy vessel during January the  
"balance due" would be US\$30,000.- plus the cost of operation for the month of  
10 January (\$28,000.-) . making a grand total of US\$58,000.-. If the decision to  
buy is in the month of February the same scale US\$30,000.- plus two (2) months  
of operation cost (\$56,000.-) making a total of US\$86,000.- etc.

#### Article IX.

The monthly cost of operation amounting to US\$28,000.- will only be  
accepted by both parties after a thorough investigation of the OWNERS original  
cash books, ledgers and other office records, receipts and invoices pertaining to  
the actual operation of the vessel. This investigation must be effected within two  
weeks after signing of this charter party contract. The decision of the  
CHARTERERS reference the actual monthly cost of operation amount shall be  
20 final and duly accepted by OWNERS.

#### Article X.

OWNERS agree to renew the present existing INSURANCE policy on vessel  
with LLOYDS OF LONDON underwriters of US\$600,000.- during the month of  
January, 1952, which said INSURANCE will be valid for one year (January 1952-  
January 1953) and OWNERS agree that the CHARTERERS shall be named  
BENEFICIARY under the new policy and that the estimated cost of the above  
INSURANCE is US\$40,000.- payable in cash, in January 1952, and that payment  
shall be for the account of OWNERS. If CHARTERERS agree to purchase vessel  
during "option to buy" period CHARTERERS agree to re-imburse OWNERS  
30 US\$20,000.- said sum representing one-half of the cost of INSURANCE.

#### Article XI.

So OWNERS and CHARTERERS are hereby agreed that during the  
first two weeks of January, 1952, (1st January-15th January) CHARTERERS  
shall present to OWNERS all copies of claims against OWNERS by CHARTERERS  
said claims shall be accompanied by copies of invoices, receipts, statements or any  
other form of record in possession of CHARTERERS and that OWNERS agree  
to make full settlement of the said claim to CHARTERERS on the 15th day of  
January, 1952.

and

40 likewise during the same period mentioned above OWNERS shall present  
their claims against CHARTERERS together with the necessary copies of invoices,  
receipts, statement or any other form of record in possession of OWNERS, and

Exhibit KDH-1  
Fourth Charter  
Party between  
Juan Ysmael &  
Co. Inc. and  
the Government  
of the Republic  
of Indonesia.  
1st December  
1951.

that CHARTERERS after having duly accepted said claims by OWNERS, that CHARTERERS agree to re-imburse OWNERS, or deduct said amounts of claims from the amounts due CHARTERERS by OWNERS on the 15th day of January, 1952. The above settlement refers only to the charter period of June-December 31, 1951.

**Article XII.**

Ref. No. 1  
Referred to in  
Doc. No. 10A  
continued.

So OWNERS and CHARTERERS are agreed in this Charter Party Contract to submit to the International Uniform Time Charter known as the 1939 Baltimore Charter Contract and hereby agree to all conditions, terms and regulations as set forth in the said Baltimore Charter Contract.

10

**Article XIII.**

Any dispute arising under the Charter Party Contract to be referred to arbitration in Djakarta, one arbitrator to be nominated by the OWNERS and the other by the CHARTERERS, and an Umpire shall be appointed by the said Arbitrators, and the award of the said Arbitrators or Umpire shall be final and binding upon both parties. If the Arbitrator of the one party unduly prolongs the case the other party to have the right to claim award given within a certain fixed period.

**Article XIV**

Therefore OWNERS and CHARTERERS hereby affix their signature below thus irrevocably binding any and all terms, conditions and agreements reference this contract.

..... .. DONE AT DJAKARTA IN DUPLICATE .....  
(Sgd.) ILLEGIBLE, (Sgd.) FRANK C. STARR,  
Charterers. Owners.

Exhibit KDH-2  
Sale Contract  
between Juan  
Ysmael & Co.  
Inc. and the  
Government of  
the Republic  
of Indonesia.  
13th February  
1952.

Exhibit KDH-2  
Ref. No. 2  
Referred to in  
Doc. No. 10A

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

30

Ref. No. 2  
Referred to in  
Doc. No. 10A

**SALE CONTRACT**

It is mutually agreed between:

JUAN YSMAEL & CO. INC., Manila, represented by Mr. FRANK C. STARR, who has full power of attorney and acts on behalf of Mr. K. H. HEMADY, president and general manager of Juan Ysmael & Co. Inc., Manila, here after known in this sale contract as

40

SELLERS,

and

THE MINISTRY OF DEFENSE OF THE REPUBLIC OF INDONESIA  
represented by MAJOR PAMOE RAHARDJO, who acts for and on behalf of the  
Ministry of Defense here after in this sale contract known as,

PURCHASERS,

as follows:

**Article 1.**

SELLERS have sold to PURCHASERS one vessel, known as

- |    |  |   |   |
|----|--|---|---|
| 10 | Name   | : | SS TASIKMALAJA (ex<br>SS CHRISTOBAL, ex SS HALEAKALA<br>respectively) |
|    | Registration   | : | Panama  |
|    | Gross Tonnage  | : | 3679  |
|    | Type   | : | steam (passengers-cargo)  |
|    | Length (from fore part of stern to<br>the aft side of the head of the stern<br>post) | : | 345 feet  |
| 20 | Breadth (main breadth to outside of<br>plank)  | : | 46 feet   |
|    | Depth (from top deck at side<br>amidship to bottom of keel)                          | : | 27 feet   |

- at the price of US\$30,000.00 (thirty thousand US dollars) with the understanding  
that the sum mentioned above will be added US\$40,000.00 (forty thousand  
US dollars), being the operating expenses for the ship for two months, (i.e.  
January and February of 1952), as has been stipulated in the article VIII of  
Charter-Contract of the SS TASIKMALAJA, made and signed by both parties  
at Djakarta on December 1, 1951. Therefore the sum which the PURCHASERS  
will pay to the SELLERS should be US\$30,000.00 + US\$40,000.00 equals
- 30 US\$70,000.00 (seventy thousand US dollars).

**Article 2.**

As soon as this Sale Contract is signed by SELLERS and PURCHASERS  
all the rights of the SELLERS of the ship are to be transferred to the  
PURCHASERS, while PURCHASERS are obliged to pay the amount of  
US\$70,000.00, as mentioned, within five days after the signing of this sale  
contract, to the SELLERS by transferring by telegraph to the personal account  
of Frank C. Starr at the National City Bank of New York at Singapore, Straits  
Settlements.

*Exhibit KDH-2  
Sale Contract  
between Juan  
Ysmael & Co.  
Inc. and the  
Government of  
the Republic  
of Indonesia.  
13th February  
1952.*

Ref. No. 2  
Referred to in  
Doc. No. 10A  
*continued.*

Exhibit KDH-2  
Sale Contract  
between Juan  
Ysmael & Co.  
Inc. and the  
Government of  
the Republic  
of Indonesia.  
13th February  
1952.

Ref. No. 2  
Referred to in  
Doc. No. 10A  
continued.

### Article 3.

The SELLERS agree to pay the expenses when the ship requires dry-docking for reparation or remodelling, the sum of US\$35,000.00 (thirty five thousand US dollars); to be paid to the PURCHASERS.

### Article 4.

The SELLERS hereby declare and guarantee that the ship in question is free from any incumbrances, such as mortgage, security or other civil obligations.

### Article 5.

The SELLERS agree to hand over to the PURCHASERS the ship in good condition, as to her equipments and its seaworthiness, all in accordance with the international practice and usage. The SELLERS will hand over to the PURCHASERS all the articles, such as instruments, engines and tools as well as kitchen utensils or dining services for the needs of passengers. With a view to the above, the SELLERS and the PURCHASERS will make together an inventory of all articles belonging to the ship after this sale contract is signed. 10

The SELLERS guarantee that the time of signing this sale contract no instruments, equipments, engines or other articles on board the ship are to be removed or lost. In order to prevent any removal or loss, the SELLERS have to take action by instructing by cable the master of the ship to take good care of and to keep good watch over all articles belonging to the ship for the benefit of the PURCHASERS. 20

Articles lost will be compensated by the SELLERS.

### Article 6.

Should there be any dispute arising under the contents and interpretation of this sale contract, it should be referred to arbitration at Djakarta, consisting of three arbitrators one to be nominated by the SELLERS, one by the PURCHASERS, and the third one to be nominated by both parties.

### Article 7.

The SELLERS will transfer with the right of substitution all rights to the PURCHASERS, and to exercise the special rights to change the name from the SELLERS to the PURCHASERS, to make petitions, to supply information, to sign contracts and to correct, or to modify or to change the certificate of registration, to choose the domicile or other measures and steps necessary for the same purpose. 30

### Article 8.

The sale contract is made at Djakarta on Wednesday, the 12th February 1952 in two copies with the same text, one to be kept by the SELLERS and the other by the PURCHASERS.

SELLERS.

(Sgd.) Frank C. Starr  
13/2/52.

PURCHASERS.

(Sgd.) Illegible 40  
13/2/52.

## APPENDIX

Supplement I: The SELLERS have to bear all expenses of the shipcrews, commencing from the departure from a port in Indonesia to abroad.

The expenses so incurred can be claimed by the SELLERS from the PURCHASERS.

Supplement II: The transfer of the ship between the SELLERS and the PURCHASERS shall take place at the port of Tandjung Priok Indonesia, in the presence of witnesses of both parties in accordance with the current regulations in Indonesia.  
 10 The SELLERS agree to pay all expenses relating to registration of the change of the registration of the ship from Panamanian to Indonesian.

SELLERS.

(Sgd.) Frank C. Starr

13/2/52.

PURCHASERS.

(Sgd.) Illegible

13/2/52.

## APPENDIX A

IT IS HEREBY to day the 23rd of February, 1952, mutually agreed between OWNERS and CHARTERERS that the stipulated monthly cost of operation of the SS TASIKMALAJA" be set US\$20,000. — (Twenty thousand US dollars only), per month, based upon calculation previously rendered by both parties.

OWNERS

(Sgd.) Frank C. Starr

23/2/52.

CHARTERERS.

(Sgd.) Illegible

Exhibit KDH-3  
 Ref. No. 3  
 Referred to in  
 Doc. No. 10A

30 Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.

Exhibit KDH-3  
 Bill of Sale  
 between Juan  
 Ysmael & Co.  
 Inc. and the  
 Government of  
 the Republic  
 of Indonesia  
 17th March 1952.

Ref. No. 3  
 Referred to in  
 Doc. No. 10A

FORM NO. 10a.

NO. 79a. (SALE).

## BILL OF SALE. (BODY CORPORATE.)

Prescribed by the  
 Commissioners of  
 Customs & Excise

40

with the consent of  
 the Board of Trade

Exhibit KDH-3  
Bill of Sale  
between Juan  
Ysmael & Co.  
Inc. and the  
Government of  
the Republic  
of Indonesia  
17th March, 1952

Official Number	Name of Ship	No. Date and Port of Registry
	s.s. "Tasikmalaja" (ex s.s. "Cristobal" and ex s.s. "Haleakala")	PANAMA
Whether a Sailing, Steam or Motor Ship		Horse Power of Engines, if any
Steam		5500

Ref. No. 3  
Referred to in  
Doc. No. 10A  
continued.

	Feet	Tenths
Length, from forepart of stem, to the aft side of the head of the stern post	345	-
Main breadth to outside of plank	46	-
Depth from top of deck at side amidships to bottom of keel	27	9

**NUMBER OF TONS**

Gross	3679	Registered	1546
-------	------	------------	------

and as described in more detail in the Certificate of the Surveyor and the Register Book

We The undersigned

having our principal place of business at Manila, P.I., JUAN YSMAEL & COMPANY INC., Manila in consideration of the sum of One United States Dollars and other consideration paid to us by Ministry of Defence, Republic of Indonesia . . . . . of . . . . . the Receipt whereof is hereby acknowledged, transfer all that the abovementioned Ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances, to the said Ministry of Defense, Republic of Indonesia.

Further, we, the said JUAN YSMAEL & COMPANY INC., Manila, P.I. for ourselves and our successors covenant with the said Ministry of Defense, Republic of Indonesia . . . . . and their assigns, that we have power to transfer in manner aforesaid the premises hereinbefore expressed to be transferred, and that the same are free from incumbrances . . . . .

In witness whereof on this Seventeenth day of March One thousand nine hundred and fifty two at Hong Kong the said JUAN YSMAEL & COMPANY INC., Manila has caused its lawful Attorney FRANK C. STARR to affix his name hereunto in the presence of:—

(Sd.) J. T. PRIOR. 30  
Notary Public, Hong Kong.

(Sd.) FRANK C. STARR.  
Attorney for JUAN YSMAEL  
& CO., INC.

**EL INFRASCrito CONSUL DE LA  
REPUBLICA DE PANAMA EN  
HONG KONG  
CERTIFICA:**

Que la firma que antecede exprecive del nombre y apellido de J. T. Prior quiea ejerce actualmente el cargo de notario Publico en Hong Kong es autentica

(Sd.) MARIO E. GUILLEN. 40  
Consul General de Panama  
en Hong Kong.

22nd March, 1952.

(Chopped) : CONSULADO GENERAL  
DE LA REPUBLICA  
DE PANAMA  
HONG KONG

(Sd.) ILLEGIBLE

(Sd.) ILLEGIBLE

For the Ministry of Defense,  
Republic of Indonesia by their  
Authorised Representative,  
*Pamoe Rahardjo.*  
Major T.N.I.

*Exhibit KDH-3  
Bill of Sale  
between Juan  
Ysmael & Co.  
Inc. and the  
Government of  
the Republic  
of Indonesia  
17th March, 1952*

No. 25/52.

Witness to the above signature:—  
Consul for Indonesia, Hong Kong.

Ref. No. 3  
Referred to in  
Doc. No. 10A  
*continued.*

10 CONSUL GENERAL DE  
PANAMA DE HONG KONG  
22nd MARCH, 1952

(Chopped) :

KONSULAT DJENDERAL  
REPUBLIK INDONESIA  
HONG KONG

No. D/iv/205  
Dilihat di Konsulat Djenderal  
Indonesia Hong Kong pada  
Tanggal 17th March, 1952.  
Untuk legalisasi Tjap dan  
tanda tangan Mr. J. T. Prior.  
(Sd.) ILLEGIBLE,

Konsul Muda.

Fee HK\$ .....

20

Exhibit KDH-4  
Ref. No. 4  
Referred to in  
Doc. No. 10A

*Exhibit KDH-4  
Power of  
Attorney—Juan  
Ysmael & Co.  
Inc. to Frank  
C. Starr.  
8th November  
1950.*

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Ref. No. 4  
Referred to in  
Doc. No. 10A

30

STAMP OFFICE  
I 17 III 52 I  
HONG KONG

2373

HONG KONG  
STAMP DUTY PAID  
\$5.00

**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That JUAN YSMAEL & CO., INC., a domestic Filipino corporation duly organized and existing under and by virtue of the laws of the Philippine Islands, with office and postal address at Rooms 217-221 Consolidated Investments Bldg., Plaza Goiti, Manila, Phillipines, have made constituted and appointed, and by these presents, does hereby MAKE, CONSTITUTE AND APPOINT, MR. FRANK  
40 C. STARR, an American citizen, of legal age, with temporary residence at Djakarta, Indonesia, its true, sufficient, and lawful Attorney, for it and in its name, place and stead and its use and benefit;



Exhibit KDH-4  
Power of  
Attorney—Juan  
Ysmael & Co.  
Inc. to Frank  
C. Starr.  
8th November  
1950.

Ref. No. 4  
Referred to in  
Doc. No. 10A  
continued.

To bargain, sell, transfer and convey, to any person or persons, entity or entities, and for any sum of money, or other consideration as to him may seem most advantageous and beneficial to the company, the vessel exclusively owned by it known in Philippine waters as the S/S "CHRISTOBAL", formerly S/S "Haleakala", but presently with a pending request for a change of new name into S/S "TASIKMALAJA", registered under Panamanian registry, now located at Soerabaia, Java, and presently under charter to the Indonesian Government;

To ask, demand, sue for, collect and receive all sums of money, debts, accounts, interests, and other demands whatsoever which are or shall become owing and payable to JUAN YSMAEL & CO., INC., by reason of, or arising from the sale of the abovementioned vessel, and in general, to have full and complete charge and management of the same, and to do any act and thing in relation thereto which to him may seem advisable and expedient, pending the sale thereof; and 10

To prosecute and defend any and all suits, actions and other proceedings in the courts, tribunals, departments and offices of the Government concerned, regarding the abovementioned vessel, and to terminate, compromise, settle and adjust the same and the subject matter thereof;

HEREBY GIVING AND GRANTING unto its said Attorney-in-Fact full power and authority to do and perform any and every act and thing whatever requisite or necessary or proper to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do if personally present and acting in person, and HEREBY RATIFYING AND CONFIRMING all that the said Attorney shall lawfully do or cause to be done under and by virtue of these presents. 20

IN WITNESS WHEREOF, JUAN YSMAEL & CO., INC., through its President and General Manager, MR. K. H. HEMADY, has signed this instrument at the City of Manila, Philippines, this 8th day of November, 1950.

(SEAL)

JUAN YSMAEL & CO., INC.

By: (Sd.) K. H. HEMADY

K. H. HEMADY 30

SIGNED IN THE PRESENCE OF:

President & General Manager

(Sd.) (Illegible)

(Sd.) (Illegible)

REPUBLIC OF THE PHILIPPINES )  
CITY OF MANILA ) — SS.

At the City of Manila, Philippines, this 8th day of November, 1950, A.D., before me the undersigned Notary Public in and for the said City, personally appeared MR. K. H. HEMADY, with Residence Certificate No. A-4193752, issued at Quezon City, on February 24, 1950, in his capacity as President and General Manager of JUAN YSMAEL & CO., INC., known to me and to me known to be the same person who executed the foregoing instrument, consisting of two (2) pages only, including this page, and purporting to be a special Power of Attorney in favour of MR. FRANK C. STARR. and he acknowledged to me that the same is of his own free will and voluntary act and deed as well as the free will and  
10 voluntary act and deed of the corporation which he represents.

*Exhibit KDH-4  
Power of  
Attorney—Juan  
Ysmael & Co.  
Inc. to Frank  
C. Starr.  
8th November  
1950.  
Ref. No. 4  
Referred to in  
Doc. No. 10A  
continued.*

Mr. K. H. Hemady exhibited to me also the Residence Certificate of JUAN YSMAEL & CO., INC., No. C-174, issued at Manila, on January 9, 1950, and C1-1428, also issued at Manila, on April 28, 1950.

Each of the pages composing this instrument has been signed by the executor hereof and by the two witnesses to his signature and sealed by my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my Notarial Seal to be affixed hereon at the place and date first above mentioned.

20

(Sd.) (Illegible)  
EUSEBIO C. ENCARNACION  
NOTARY PUBLIC  
Until December 31, 1950.

Doc. No. 562;  
Page No. 18;  
Book No. XX;  
Series of 1950.  
(SEAL)

30

INTERNAL  
REPUBLIC OF THE PHILIPPINES  
60 CENTAVOS  
DOCUMENTARY  
REVENUE TAX

2372  
STAMP OFFICE  
I 17 III 52 I  
HONG KONG  
  
HONG KONG  
STAMP DUTY PAID  
\$3.00

Exhibit KDH-5  
Letter — Juan  
Ysmael & Co.  
Inc. to Frank  
C. Starr.  
6th March, 1951

Ref. No. 5  
Referred to in  
Doc. No. 10A

Exhibit KDH-5  
Ref. No. 5  
Referred to in  
Doc. No. 10A

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

**JUAN YSMAEL & CO., INC., ESTABLISHED 1898  
IMPORTERS & EXPORTERS  
MANUFACTURERS' DISTRIBUTORS  
217-221 CONSOLIDATED INVESTMENT'S BUILDING  
PLAZA GOITI, MANILA, P.I.  
TEL: 3-26-08**

10

March 6, 1951.

Mr. Frank C. Starr,  
Admiral Apartments,  
MANILA.

Dear Sir,

20

This will confirm our previous power of attorney granted to you in reference to your full authority to sell or continue the charter of our vessel known as the S/S "Tasikmalaja", formerly known as the S/S "Christobal" to any interested party whomsoever. Furthermore, for your information and guidance, in the sale of a vessel, regardless of whether it is registered under a Panamanian flag or otherwise, there is no requirement for securing the consent of the Government under which the flag is registered as long as upon such sale a certificate of registration is sent to the respective government under which the said vessel is flying a flag.

Yours very truly,

JUAN YSMAEL & CO., INC., 30  
(Sd.) K. H. HEMADY,  
K. H. HEMADY,  
President.

KHH:Fbs—

Exhibit KDH-6  
Telegraphic  
Transfer Advice  
of the Java  
Bank, Djakarta  
for US\$70,000.00  
26th February  
1952.

Ref. No. 6  
Referred to in  
Doc. No. 10A

Exhibit KDH-6  
Ref. No. 6  
Referred to in  
Doc. No. 10A

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

40

MD/Oei

DE JAVASE BANK Telegrafische overmaking/Telegraphic transfer

DJAKARTA, Febr. 26th, 1952.—

Heden gaven wij ingevolge Uw verzoek  
telegrafisch de onderstaande betalingsopdracht:  
Today we issued by cable the following payment —  
order according to your request:

T.T. 124/DKT/1680.

Exhibit KDH-6  
Telegraphic  
Transfer Advice  
of the Java  
Bank, Djakarta  
for US\$70,000.00  
26th February  
1952.

In opdracht van:	By order of:	Ten gunste van:	In favour of:
DJAWATAN PERBENDAHARAAN PUSAT KEMENTERIAN PERTAHANAN DJAKARTA.	THE AMERICAN TRUST COMPANY, SACRAMENTO, CALIFORNIA, i.f.o. DE- POSIT ACC. OF MR. FRANK C. STARR		

Ref. No. 6  
Referred to in  
Doc. No. 10A  
continued.

Bedrag in letters	Amount in letters	In cijfers/in figures
10 US\$. —SEVENTY THOUSAND ONLY—		US\$. 70,000.—

Rekening	Account	Deviezenvergunning	Exchange Licence
OURS WITH YOU.		O11879 Ind. 8/169/284/42/20	

Bijzonderheden:

Details:

For purchase s.s. TASIKMALAJA.  
We refer also to our cable of March 3, 1952.  
Please advise Mr. Frank C. Starr c. o your Singapore Office.

<i>Uit te betalen door:</i>	<i>NIET VERHANDELBAAR:</i>
To be paid out by:	NOT NEGOTIABLE:
NATIONAL CITY BANK OF	DE JAVASCHE BANK
20 NEW YORK,	signed:
NEW YORK.	illegible
	illegible

## DEBETNOTA VOOR OPDRACHTGEVER:

Uit te betalen bedrag (zie boven) @ 11.43	.. . . . .	Rp. 800.100.—
Deviezenprovisie	1 % .. . . . .	800.10
Porti .. . . . .		1.75
Seinkosten .. . . . .		30.—
Aangewend B.E.D. No. B 060532 dd. 29 Febr. 1952		
ad. US\$ 70,000.—		

TOTAAL in het DEBET van Uw 5 x Hfd-rekening Val. Rp. 800,931.85

30 ref. Uw schrijven dd. 23 Febr. 1952 No. 418/B/52/K/  
BESTEMD VOOR ANGKATAN LAUT REPUBLIK INDONESIA, DJAKARTA  
(K.P).

Exhibit KDH-7  
 Extract from  
 the South  
 China Morning  
 Post.  
 17th April  
 1952.

Ref. No. 7  
 Referred to in  
 Doc. No. 10A

Exhibit KDH-7  
 Ref. No. 7  
 Referred to in  
 Doc. No. 10A

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

SOUTH CHINA MORNING POST HONG KONG.

10

Thursday, April 17, 1952.

---

**CHANGE OF FLAG**

---

**Indonesian Colours Hoisted**

---

**ON TASIKMALAJA**

---

The Colours of the Republic of Indonesia was hoisted over the ss Tasikmalaja off North Point yesterday at a change of flag ceremony which was attended by officials from the Indonesian Consulate-General and the Panamanian Consulate-General.

After the Panamanian flag was lowered by Mr. E. C. Castillo, Secretary of the Panamanian Consulate-General, representing Mr. Mario E. Guillen, 20 Consul-General, the Indonesian flag was hoisted by Mr. Achadl, Indonesian Vice-Consul, representing Mr. Kwee Djie Hoo, Consul-General.

The Tasikmalaja will be operated by the Indonesian Government as a troopship. She arrived here last month for repairs and overhauling.

Formerly the Christobal the 1,546-ton freighter has passenger accommodation for nearly 2,000 people. She was formerly engaged in ferrying pilgrims from the Philippines and Indonesia to Mecca.

Heading the 75-men crew is Capt. F. J. Aguado.

---

Exhibit KDH-8  
Ref. No. 8  
Referred to in  
Doc. No. 10A

Exhibit KDH-8  
Payroll of  
crew of s.s.  
"Tasikmalaja"  
for April 1952.  
30th April, 1952.

Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.

Ref. No. 8  
Referred to in  
Doc. No. 10A

10 S.S. "TASIKMALAJA"

PAYROLL OF THE MONTH OF APRIL 30, 1952  
OF THE DECK DEPARTMENT

Num.	Name	Position	Salary	Signature
	1. J. M. Silos	Executive Officer	Hg.\$ 200.— (Sd.)	J. M. Silos
	2. A. Alimpia	Radio Operator	Hg.\$ 200.— (Sd.)	A. Alimpia
	3. R. Aguado	3rd Officer	Hg.\$ 200.— (Sd.)	R. Aguado
	4. M. Pillat	Appr. Mate	Hg.\$ 200.— (Sd.)	M. Pillat
	5. D. J. Mandagi	Appr. Mate	Hg.\$ 200.— (Sd.)	Mandagi
	6. J. Rubion	Boatswain	Hg.\$ 200.— (Sd.)	J. Rubion
20	7. P. Segovia	Carpenter	Hg.\$ 200.— (Sd.)	P. Segovia
	8. L. Salgado (Jail)	Deck St. Keeper	Hg.\$ 200.— (Sd.)	
	9. Haron	Winchman	Hg.\$ 200.— (Sd.)	Haron
	10. H. Seiman	Quartermaster	Hg.\$ 200.— (Sd.)	H. Seiman
	11. N. Bishima	Quartermaster	Hg.\$ 200.— (Sd.)	H. Bishima
	12. H. Lumisay	Ord. Seaman	Hg.\$ 200.— (Sd.)	N. Lumisay
	13. C. Molo	Ord. Seaman	Hg.\$ 200.— (Sd.)	C. Molo
	14. M. Sahabu	Quartermaster	Hg.\$ 200.— (Sd.)	Sahabu
	15. Sudjajos	Ord. Seaman	Hg.\$ 200.— (Sd.)	Sudjajos
	16. T. Lowel	Ord. Seaman	Hg.\$ 200.— (Sd.)	T. Lowel
30	17. E. Tjong Sui	Ord. Seaman	Hg.\$ 200.— (Sd.)	E. Tjong Sui
	18. Sudarman	Ord. Seaman	Hg.\$ 200.— (Sd.)	Sudarman
	19. R. Victoria (Jail)	Ord. Seaman	Hg.\$ 200.— (Sd.)	
	20. A. Tuabara	Watchman	Hg.\$ 200.— (Sd.)	A. Tuabara
	21. L. Tjong Jung	Watchman	Hg.\$ 200.— (Sd.)	L. Tjong Jung
		Total	Hg.\$4,200.—	

FOUR THOUSAND TWO HUNDRED ONLY  
PAID IN FULL.

Hong Kong, April 30, 1952.

	(Sd.) J. M. SILOS.		(Sd.) CAPT. F. J. AGUADO.
40	J. M. Silos, Executive Officer.	(Sd.) J. Walandouw J. Walandouw, Purser.	CAPT. F. J. AGUADO. Master, s.s. "TASIKMALAJA".

Exhibit KDH-8  
Payroll of  
crew of s.s.  
"Tasikmalaja"  
for April 1952.  
30th April, 1952.

S.S. "TASIKMALAJA"

PAYROLL FOR THE MONTH OF MAY, 1952  
OF THE STEWARD DEPARTMENT

Ref. No. 8  
Referred to in  
Doc. No. 10A  
continued.

Num.	Name	Position	Salary	Signature	
1.	J. Walandouw	Purser	Hg.\$ 200.— (Sd.)	J. Walandouw	
2.	N. Pavia	Chief Steward	Hg.\$ 200.— (Sd.)	N. Pavia	
3.	Kaka	Chief Cook	Hg.\$ 200.— (Sd.)	Kaka	
4.	Ludu	2nd Cook	Hg.\$ 200.— (Sd.)	Ludu	
5.	Sigama	Cook Helper	Hg.\$ 200.— (Sd.)	Sigama	
6.	Siba Hassan	3rd Cook	Hg.\$ 200.— (Sd.)	S. Hassan	10
7.	Kasanudin	Potwasher	Hg.\$ 200.— (Sd.)	Kasanudin	
8.	Hassan 3	Potwasher	Hg.\$ 200.— (Sd.)	Hassan 3	
9.	Mahmud	Saloon Boy	Hg.\$ 200.— (Sd.)	Mahmud	
10.	Matheos Boko	Saloon Boy	Hg.\$ 200.— (Sd.)	M. Boko	
11.	Hassan 2	Saloon Boy	Hg.\$ 200.— (Sd.)	Hassan 2	
12.	Tjolli	Saloon Boy	Hg.\$ 200.— (Sd.)	Tjolli	
13.	Lamburi	Cabin Boy	Hg.\$ 200.— (Sd.)	Lamburi	
14.	Duhung	Cabin Boy	Hg.\$ 200.— (Sd.)	Duhung	
15.	Jan. A. Mandang	Cabin Boy	Hg.\$ 200.— (Sd.)	J. A. Mandang	
16.	Idrus Ishag	Toilet Boy	Hg.\$ 200.— (Sd.)	I. Ishag	20
17.	Lamani	Capt. Boy	Hg.\$ 200.— (Sd.)	Lamani	
18.	H. Tampi	Ass. Capt. Boy	Hg.\$ 200.— (Sd.)	H. Tampi	
19.	J. Pieters	Ch. Engineer Boy	Hg.\$ 200.— (Sd.)	J. Pieters	
20.	Rukdin Mosoi	Deck Officer Boy	Hg.\$ 200.— (Sd.)	Rukdin Mosoi	
21.	Ento Suminto	Cabin Boy	Hg.\$ 200.— (Sd.)	E. Suminto	
Total			Hg.\$4,200.—		

FOUR THOUSAND TWO HUNDRED ONLY

PAID IN FULL.

Hong Kong, April 30, 1952.

(Sd.) J. M. SILOS.

J. M. Silos,  
Executive Officer.

(Sd.) J. Walandouw  
J. Walandouw,  
Purser.

(Sd.) CAPT. F. J. AGUADO.

CAPT. F. J. AGUADO.  
Master,  
s.s. "TASIKMALAJA"

30

S.S. "TASIKMALAJA"

**PAYROLL FOR THE MONTH OF APRIL 30, 1952  
OF THE ENGINE DEPARTMENT**

*Exhibit KDH-8  
Payroll of  
crew of s.s.  
"Tasikmalaja"  
for April 1952.  
30th April, 1952.*

Ref. No. 8  
Referred to in  
Doc. No. 10A  
*continued.*

Num.	Name	Position	Salary	Signature
	1. P. Alcobendas	Chief Engineer	Hg.\$ 200.— (Sd.)	P. Alcobendas
	2. M. Senoran	2nd Engineer	Hg.\$ 200.— (Sd.)	M. Senoran
	3. N. Mortel	3rd Engineer	Hg.\$ 200.— (Sd.)	N. Mortel
	4. A. Aviles	4th Engineer	Hg.\$ 200.— (Sd.)	A. Aviles
	5. P. Rozenberg	Electrician	Hg.\$ 200.— (Sd.)	P. Rozenberg
10	6. A. Tonalgo	Oiler	Hg.\$ 200.— (Sd.)	A. Tonalgo
	7. D. Cabil	Oiler	Hg.\$ 200.— (Sd.)	D. Cabil
	8. J. Lewerisa	Oiler	Hg.\$ 200.— (Sd.)	J. Lewerisa
	9. Achmad	Oiler	Hg.\$ 200.— (Sd.)	Achmad
	10. Joh. Walandouw	Oiler	Hg.\$ 200.— (Sd.)	
	11. M. Sigar	Oiler	Hg.\$ 200.— (Sd.)	M. Sigar
	12. D. Sumolang	Oiler	Hg.\$ 200.— (Sd.)	D. Sumolang
	13. L. Maniohy	Fireman	Hg.\$ 200.— (Sd.)	L. Manlohy
	14. Tjali Toba	Fireman	Hg.\$ 200.— (Sd.)	Tjali Toba
	15. Ali	Fireman	Hg.\$ 200.— (Sd.)	Ali
20	16. R. Walandouw	Fireman	Hg.\$ 200.— (Sd.)	R. Walandouw
	17. A. Gigil	Fireman	Hg.\$ 200.— (Sd.)	A. Gigil
	18. R. Sudarsono	Wiper	Hg.\$ 200.— (Sd.)	R. Sudarsono
	19. V. Pongilatan	Wiper	Hg.\$ 200.— (Sd.)	Pongilatan
	20. A. Karauwan	Wiper	Hg.\$ 200.— (Sd.)	A. Karauwan
	21. V. Kaparang	Wiper	Hg.\$ 200.— (Sd.)	V. Kaparang
	22. C. Lombogia	Wiper	Hg.\$ 200.— (Sd.)	C. Lombogia
	23. P. Kaparang	Wiper	Hg.\$ 200.— (Sd.)	P. Kaparang
Total			Hg.\$ 4,600.—	

FOUR THOUSAND SIX HUNDRED ONLY  
PAID IN FULL.

30

Hong Kong, April 30, 1952.

(Sd.) J. M. SILOS.  
J. M. Silos,  
Executive Officer.

(Sd.) J. Walandouw  
J. Walandouw,  
Purser.

(Sd.) CAPT. F. J. AGUADO.  
CAPT. F. J. AGUADO.  
Master,  
S.S. "TASIKMALAJA".



Exhibit KDH-9  
Roll of Advance  
Payments to  
crew of s.s.  
"Tasikmalaja"  
against salary  
for May 1952.  
3rd May 1952.

Ref. No. 9  
Referred to in  
Doc. No. 10A

Exhibit KDH-9  
Ref. No. 9  
Referred to in  
Doc. No. 10A

Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.

S.S. "TASIKMALAJA"

10

UANG MUKA UNTUK BULAN MEI, 1952  
BAG: DEK

AGAINST ADVANCE SALARY OF THE MONTH OF  
May, 1952 OF THE DECK DEPARTMENT

Num.	Name	Position	Salary	Signature
1.	J. M. Silos	Executive Officer	Hg.\$ 100.— (Sd.)	J. M. Silos
2.	A. Alimpia	Radio Operator	Hg.\$ 100.— (Sd.)	A. Alimpia
3.	R. Aguado	3rd Officer	Hg.\$ 100.— (Sd.)	R. Aguado
4.	M. Pilat	Appr. Mate	Hg.\$ 100.— (Sd.)	M. Pilat
5.	D. J. Mandagie	Appr. Mate	Hg.\$ 100.— (Sd.)	D. J. Mandagie 20
6.	J. Rubion	Boatswain	Hg.\$ 100.— (Sd.)	J. Rubion
7.	P. Segovia	Carpenter	Hg.\$ 100.— (Sd.)	P. Segovia
8.	L. Salgado (Jail)	Deck St. Keeper	Hg.\$ 100.— (Sd.)	
9.	Haron	Winchman	Hg.\$ 100.— (Sd.)	Haron
10.	H. Seiman	Quartermaster	Hg.\$ 100.— (Sd.)	Seiman
11.	N. Bishima	Quartermaster	Hg.\$ 100.— (Sd.)	N. Bishima
12.	M. Sahabu	Quartermaster	Hg.\$ 100.— (Sd.)	M. Sahabu
13.	H. Lumisay	Ord. Seaman	Hg.\$ 100.— (Sd.)	H. Lumisay
14.	C. Molo	Ord. Seaman	Hg.\$ 100.— (Sd.)	C. Molo
15.	Sudjajos	Ord. Seaman	Hg.\$ 100.— (Sd.)	Sudjajos 30
16.	T. Lowel	Ord. Seaman	Hg.\$ 100.— (Sd.)	T. Lowel
17.	E. Tjong Sui	Ord. Seaman	Hg.\$ 100.— (Sd.)	E. Tjong Sui
18.	Sudarman	Ord. Seaman	Hg.\$ 100.— (Sd.)	Sudarman
19.	R. Victoria (Jail)	Ord. Seaman	Hg.\$ 100.— (Sd.)	
20.	A. Taubara	Watchman	Hg.\$ 100.— (Sd.)	A. Taubara
21.	L. Tjong Jung	Watchman	Hg.\$ 100.— (Sd.)	L. Tjong Jung
Total			Hg.\$2,100.—	

TWO THOUSAND ONE HUNDRED ONLY

Hong Kong, May 3, 1952.

(Sd.) J. M. SILOS. J. M. Silos, Executive Officer.	(Sd.) J. Walandouw J. Walandouw, Purser.	(Sd.) CAPT. F. J. AGUADO. CAPT. F. J. AGUADO. Master, s.s. "TASIKMALAJA".	40
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S.S. "TASIKMALAJA"

UANG MUKA UNTUK BULAN MEI, 1952  
BAG: SIPIL

AGAINST ADVANCE SALARY OF THE MONTH OF  
MAY, 1952 OF THE STEWARD DEPARTMENT

*Exhibit KDH-9  
Roll of Advance  
Payments to  
crew of s.s.  
"Tasikmalaja"  
against salary  
for May 1952.  
3rd May 1952.*

Ref. No. 9  
Referred to in  
Doc. No. 10A  
*continued.*

Num.	Name	Position	Salary	Signature
	1. J. Walandouw	Purser	Hg.\$ 100.— (Sd.)	J. Walandouw
	2. N. Pavia	Chief Steward	Hg.\$ 100.— (Sd.)	N. Pavia
	3. Kaka	Chief Cook	Hg.\$ 100.— (Sd.)	Kaka
10	4. Ludu	2nd Cook	Hg.\$ 100.— (Sd.)	Ludu
	5. Siba Hassan	3rd Cook	Hg.\$ 100.— (Sd.)	Siba Hassan
	6. Sigama	Cook Helper	Hg.\$ 100.— (Sd.)	Sigman
	7. Kasanudin	Potwasher	Hg.\$ 100.— (Sd.)	Kasanudin
	8. Hassan 3	Potwasher	Hg.\$ 100.— (Sd.)	Hassan
	9. Mahmud	Saloon Boy	Hg.\$ 100.— (Sd.)	Mahmud
10	10. Matheos Boko	Saloon Boy	Hg.\$ 100.— (Sd.)	Matheos Boko
	11. Hassan 2	Saloon Boy	Hg.\$ 100.— (Sd.)	Hassan 2
	12. Tjolli	Saloon Boy	Hg.\$ 100.— (Sd.)	Tjolli
	13. Lamburi	Cabin Boy	Hg.\$ 100.— (Sd.)	Lamburi
20	14. Duhung	Cabin Boy	Hg.\$ 100.— (Sd.)	Duhung
	15. Jan. A. Mandang	Cabin Boy	Hg.\$ 100.— (Sd.)	Mandang
	16. Idrus Ishag	Toilet Boy	Hg.\$ 100.— (Sd.)	Idrus Ishag
	17. Lamani	Capt. Boy	Hg.\$ 100.— (Sd.)	Lamani
	18. H. Tampi	Ass. Capt. Boy	Hg.\$ 100.— (Sd.)	H. Tampi
	19. J. Pieters	Ch. Engineer Boy	Hg.\$ 100.—	
	20. Rukdin Mosoi	Deck Officer Boy	Hg.\$ 100.— (Sd.)	Rukdin Mosoi
	21. Ento Suminto	Cabin Boy	Hg.\$ 100.— (Sd.)	Suminto
Total			Hg.\$2,100.—	

TWO THOUSAND ONE HUNDRED ONLY

30

(Sd.) N. PAVIA,  
Chief Steward.

Hong Kong, May 3, 1952.

(Sd.) J. M. SILOS.  
J. M. Silos,  
Executive Officer.

(Sd.) J. Walandouw  
J. Walandouw,  
Purser.

(Sd.) CAPT. F. J. AGUADO.  
CAPT. F. J. AGUADO.  
Master,  
s.s. "TASIKMALAJA".

Exhibit KDH-9  
Roll of Advance  
Payments to  
crew of s.s.  
"Tasikmalaja"  
against salary  
for May 1952.  
3rd May 1952.

S.S. "TASIKMALAJA"

UANG MUKA UNTUK BULAN MEI, 1952  
BAG: MESIN

AGAINST ADVANCE SALARY OF THE MONTH OF  
MAY, 1952 OF THE ENGINE DEPARTMENT

Ref. No. 9  
Referred to in  
Doc. No. 10A  
continued.

Num.	Name	Position	Salary	Signature	
1.	P. Alcobendas	Chief Engineer	Hg.\$ 100.— (Sd.)	P. Alcobendas	
2.	M. Senoran	2nd Engineer	Hg.\$ 100.— (Sd.)	M. Senoran	
3.	N. Mortel	3rd Engineer	Hg.\$ 100.— (Sd.)	N. Mortel	
4.	A. Aviles	4th Engineer	Hg.\$ 100.— (Sd.)	A. Aviles	10
5.	P. Rozenberg	Electrician	Hg.\$ 100.— (Sd.)	P. Rozenberg	
6.	A. Tonalgo	Oiler	Hg.\$ 100.— (Sd.)	A. Tonalgo	
7.	D. Cabil	Oiler	Hg.\$ 100.— (Sd.)	D. Cabil	
8.	J. Lewerisa	Oiler	Hg.\$ 100.— (Sd.)	J. Lewerisa	
9.	Achmad	Oiler	Hg.\$ 100.— (Sd.)	Achmad	
10.	Joh Walandouw	Oiler	Hg.\$ 100.— (Sd.)	Walandouw	
11.	M. Sigar	Oiler	Hg.\$ 100.— (Sd.)	M. Sigar	
12.	D. Sumolang	Oiler	Hg.\$ 100.— (Sd.)	Sumolang	
13.	L. Manlohy	Fireman	Hg.\$ 100.— (Sd.)	M. Manlohy	
14.	Tjali Toba	Fireman	Hg.\$ 100.— (Sd.)	Tjali Toba	20
15.	Ali	Fireman	Hg.\$ 100.— (Sd.)	Ali	
16.	H. Walandouw	Fireman	Hg.\$ 100.— (Sd.)	R. Walandouw	
17.	A. Gigil	Fireman	Hg.\$ 100.— (Sd.)	A. Gigil	
18.	R. Sudarsono	Wiper	Hg.\$ 100.— (Sd.)	R. Sudarsono	
19.	V. Pongilatan	Wiper	Hg.\$ 100.— (Sd.)	V. Pongilatan	
20.	A. Karauwan	Wiper	Hg.\$ 100.— (Sd.)	A. Karauwan	
21.	V. Kaparang	Wiper	Hg.\$ 100.— (Sd.)	V. Kaparang	
22.	C. Lombogia	Wiper	Hg.\$ 100.— (Sd.)	C. Lombogia	
23.	P. Kaparang	Wiper	Hg.\$ 100.— (Sd.)	P. Kaparang	
Total			Hg.\$ 2,300.—		30

TWO THOUSAND THREE HUNDRED ONLY

(Sd.) P. ALCOBENDAS,  
Chief Engineer.

Hong Kong, May 3, 1952.

(Sd.) J. M. SILOS.  
J. M. Silos,  
Executive Officer.

(Sd.) J. Walandouw  
J. Walandouw,  
Purser.

(Sd.) CAPT. F. J. AGUADO.  
CAPT. F. J. AGUADO.  
Master,  
s.s. "TASIKMALAJA".

Exhibit KDH-10  
Ref. No. 10  
Referred to in  
Doc. No. 10A

Exhibit KDH-10  
Payroll of crew  
of s.s.  
"Tasikmalaja"  
for May 1952.  
31st May, 1952.

Ref. No. 10  
Referred to in  
Doc. No. 10A

Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.

10 S.S. "TASIKMALAJA"

PAYROLL FOR THE MONTH OF MAY, 1952  
OF THE FILIPINO CREW

Num.	Name	Designation	Salary	Signature
	1. J. M. Silos	Captain	HK\$ —	—
	2. P. Alimpia	Radio Operator	HK\$ 144.00 (Sd.)	P. Alimpia
	3. J. Rubion	Boatswain	HK\$ 108.00 (Sd.)	J. Rubion
	4. C. Molo	Ord. Seaman	HK\$ 56.40 (Sd.)	C. Molo
	5. N. Mortel	2nd Engineer	Hg.\$ 180.— (Sd.)	N. Mortel
	6. A. Avilos	4th Engineer	HK\$ 144.00 (Sd.)	A. Aviles
20	7. Tonalgo	Oiler	HK\$ 72.00 (Sd.)	A. Tonalgo
	8. D. Cabil	Oiler	HK\$ 192.00 (Sd.)	D. Cabil
	9. N. Pavia	Chief Steward	HK\$ 350.00 (Sd.)	N. Pavia
		Total	HK\$1,246.40	

ONE THOUSAND TWO HUNDRED AND FORTY-SIX 40/100 ONLY  
Hong Kong, May 31, 1952.

(Sd.) J. W. KUITERT. (Sd.) J. Walandouw (Sd.) J. M. SILOS.  
J. W. Kuitert, J. Walandouw, Capt. Jose Ma. Silos,  
Tech. Adviser Kem. Purser. S.S. "TASIKMALAJA"  
Pertahanan R.I.

30 S.S. "TASIKMALAJA"

PAYROLL FOR THE MONTH OF MAY, 1952  
OF THE DECK DEPARTMENT  
(Indonesian Crew)

Num.	Name	Designation	Salary	Signature
	1. J. D. Mandagi	Appr. Mate	HK\$ 200.00 (Sd.)	J. D. Mandagie
	2. M. Sahabu	Quartermaster	HK\$ 175.00 (Sd.)	M. Sahabu
	3. H. Lumisay	Ord. Seaman	HK\$ 162.50 (Sd.)	H. Lumisay
	4. Sudjajos	Ord. Seaman	HK\$ 162.50 (Sd.)	Sudjajos
	5. Thomas Lowel	Ord. Seaman	HK\$ 162.50 (Sd.)	T. Lowel
40	6. E. Tjong Sui	Ord. Seaman	HK\$ 162.50 (Sd.)	E. Tjong Sui
	7. Sudarman	Ord. Seaman	HK\$ 162.50 (Sd.)	Sudarman
	8. A. Taubara	Watchman	HK\$ 175.00 (Sd.)	A. Taubara
	9. L. Tjong Jung	Watchman	HK\$ 175.00 (Sd.)	Tjong Jung
		Total	HK\$1,537.50	

ONE THOUSAND FIVE HUNDRED AND THIRTY-SEVEN 50/100 ONLY

Exhibit KDH-10  
Payroll of crew  
of s.s.

"Tasikmalaja"  
for May 1952.  
31st May, 1952.

Ref. No. 10  
Referred to in  
Doc. No. 10A  
continued.

Hong Kong, May 31, 1952.

(Sd.) J. W. KUITERT. (Sd.) J. Walandouw  
J. W. Kuitert, J. Walandouw,  
Tech. Adviser Kem. Purser.  
Pertahanan.

(Sd.) J. M. SILOS.  
Capt. Jose Ma. Silos,  
S.S. "TASIKMALAJA".

S.S. "TASIKMALAJA"

**PAYROLL FOR THE MONTH OF MAY, 1952  
OF THE ENGINE DEPARTMENT**

(Indonesian)

Num.	Name	Designation	Salary	Signature	10
1.	P. Rozenberg	Electrician	HK\$ 275.00 (Sd.)		
2.	J. Lewerisa	Oiler	HK\$ 175.00 (Sd.)	J. Lewerisa	
3.	Joh. Walandouw	Oiler	HK\$ 175.00 (Sd.)	Walandouw	
4.	Ahmad	Oiler	HK\$ 162.50 (Sd.)	Ahmad	
5.	M. Sigar	Oiler	HK\$ 175.00 (Sd.)	M. Sigar	
6.	D. Sumolang	Oiler	HK\$ 175.00 (Sd.)	D. Sumolang	
7.	L. Nanlohy	Fireman	HK\$ 162.50 (Sd.)	L. Nanlohy	
8.	Tjali Toba	Fireman	HK\$ 175.00 (Sd.)	Tjali Toba	
9.	Ali	Fireman	HK\$ 162.50 (Sd.)	Ali	
10.	R. Walandouw	Fireman	HK\$ 162.50 (Sd.)	R. Walandouw	20
11.	Ahmad Gigil	Fireman	HK\$ 162.50 (Sd.)	Ahmad G.	
12.	R. Sudarsono	Fireman	HK\$ 162.50 (Sd.)	R. Sudarsono	
13.	A. Karauwan	Wiper	HK\$ 150.00 (Sd.)	A. Karauwan	
14.	V. Pongilatan	Wiper	HK\$ 150.00 (Sd.)	Pongilatan	
15.	V. Kaparang	Wiper	HK\$ 150.00 (Sd.)	V. Kaparang	
16.	C. Lombogia	Wiper	HK\$ 150.00 (Sd.)	C. Lombogia	
17.	P. Kaparang	Wiper	HK\$ 150.00 (Sd.)	P. Kaparang.	
Total			HK\$2,875.00		

TWO THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE ONLY

Hong Kong, May 31, 1952.

30

(Sd.) J. W. KUITERT. (Sd.) J. Walandouw  
J. W. Kuitert, J. Walandouw,  
Tech. Adviser Kem. Purser.  
Pertahanan.

(Sd.) J. M. SILOS.  
Capt. Jose Ma. Silos,  
S.S. "TASIKMALAJA".

S.S. "TASIKMALAJA"

**PAYROLL FOR THE MONTH OF MAY, 1952  
OF THE STEWARD DEPARTMENT  
(Indonesian Crew)**

Exhibit KDH-10  
Payroll of crew  
of s.s.  
"Tasikmalaja"  
for May 1952.  
31st May, 1952.

Num.	Name	Designation	Salary	Signature
	1. J. Walandouw	Purser	HK\$ 400.00 (Sd.)	J. Walandouw
	2. Kaka	Chief Cook	HK\$ 200.00 (Sd.)	Kaka
	3. Sigama	2nd Cook	HK\$ 162.50 (Sd.)	Sigama
	4. Hassan	Saloon Boy	HK\$ 150.00 (Sd.)	Hassan
10	5. Tjoli	Saloon Boy	HK\$ 150.00 (Sd.)	Tjoli
	6. Matheos Boko	Saloon Boy	HK\$ 150.00 (Sd.)	M. Boko
	7. Jan. A. Mandang	Cabin Boy	HK\$ 150.00 (Sd.)	Mandang
	8. Rukdin Mosoi	Deck Officer Boy	HK\$ 150.00 (Sd.)	R. Mosoi
	9. Jan. Pieters	Ch. Eng. Boy	HK\$ 150.00 (Sd.)	Jan. Pieters
	10. Idrus Ishag	Deck Crew Boy	HK\$ 150.00 (Sd.)	I. Ishag
	11. Hendrik Tampi	Cabin Boy	HK\$ 150.00 (Sd.)	H. Tampi
	12. Lamburi	Cabin Boy	HK\$ 150.00 (Sd.)	Lamburi
	13. Duhung	Cabin Boy	HK\$ 150.00 (Sd.)	Duhung
	14. Ento Suminto	Cabin Boy	HK\$ 150.00 (Sd.)	E. Suminto
20		Total	HK\$2,412.50	

Ref. No. 10  
Referred to in  
Doc. No. 10A  
continued.

TWO THOUSAND FOUR HUNDRED AND TWELVE 50/100 ONLY

Hong Kong, May 31, 1952.

(Sd.) J. W. KUITERT. (Sd.) J. Walandouw  
J. W. Kuitert, J. Walandouw,  
Tech. Adviser Kem. Purser.  
Pertahanan.

(Sd.) J. M. SILOS.  
Capt. Jose Ma. Silos,  
S.S. "TASIKMALAJA".

30

Exhibit KDH-11  
Ref. No. 11  
Referred to in  
Doc. No. 10A

Exhibit KDH-11  
Receipt from  
Captain Silos  
for Advance  
against wages.  
21st June, 1952.

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Ref. No. 11  
Referred to in  
Doc. No. 10A

RECEIVED from Mr. J. W. Kuitert, Tech. Adviser, Kem Pertahanan the sum of HK\$462.00 (FOUR HUNDRED AND SIXTY TWO) to be applied to my salary, as follows:

40 Balance of my salary (allowance) as Acting Captain of the s.s. "TASIKMALAJA" from May 9, 1952 to MAY 31, 1952. — P.192.50. (H.K.\$462.00).

Hong Kong, June 21, 1952.

(Sd.) J. M. SILOS  
Captain Jose Ma. Silos  
S.S. "TASIKMALAJA"

*Exhibit KDH-12*  
*Letter—Jose*  
*Ma. Silos to*  
*Kwee Djie Hoo.*  
*25th June, 1952.*

Exhibit KDH-12  
 Ref. No. 12  
 Referred to in  
 Doc. No. 10A

Ref. No. 12  
 Referred to in  
 Doc. No. 10A

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Hong Kong, June 25/52.

10

s.s. "Tasikmalaja"

Dear Sir,

I have the honour to inform you that when I came back to my ship at about 1800 hrs, I found out that the ship was arrested.

A Court order was issued and the bailiff placed two guards on our ship by request of Mr. A. W. King's attorneys for payment of his bills.

I have called on your residence to inform you of this matter but unfortunately you was out.

I am, Sir,

Yours very sincerely,

20

(Sgd.) JOSE MA. SILOS

Master

s.s. "Tasikmalaja"

Kweedjehoo, Esq.,

Consul General,

Republic of Indonesia,

Cecil Hotel,

HONG KONG.

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Exhibit KDH-13  
Ref. No. 13  
Referred to in  
Doc. No. 10A

Exhibit KDH-13  
Letter—Stewart  
& Co. to the  
Indonesian  
Consul-General.  
27th June, 1952.

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Ref. No. 13  
Referred to in  
Doc. No. 10A

10 STEWART & CO.

Hong Kong, 27th June, 1952.

Our Ref. S/3272.

The Indonesian Consul General,  
Hotel Cecil, 1st Floor,  
HONG KONG.

Dear Sir,

Re: Admiralty Action No. 6 of 1952  
Anthony Loh trading as A. W. King  
against  
20 **The Ship "Tasikmalaja"**

We are instructed to inform you that this ship has been arrested by the Head Bailiff of the Supreme Court in connection with a Writ issued for \$25,586.00 for repairs carried out by the Plaintiff.

Yours faithfully,  
(Sgd.) STEWART & CO.

Exhibit KDH-14  
Ref. No. 14  
Referred to in  
Doc. No. 10A

Exhibit KDH-14  
Translation of  
Certificate of  
Nationality  
of  
"Tasikmalaja"  
17th April, 1952.

30 **Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Ref. No. 14  
Referred to in  
Doc. No. 10A

Provisional No. B/0002/52

**TRANSLATION OF OVERLEAF TEXT**

**THE PRESIDENT OF THE REPUBLIC OF INDONESIA**

To all who shall see this Certificate of Nationality or hear it read:

**G R E E T I N G S :**

40 Whereas it has been satisfactorily established that the Steamship, recorded as the



## " T A S I K M A L A J A " :

Exhibit KDH-14  
Translation of  
Certificate of  
Nationality  
of s.s.  
"Tasikmalaja"  
17th April, 1952.  
Ref. No. 14  
Referred to in  
Doc. No. 10A  
continued.

nett measurement cubic metres or 1546 register tons, gross measurement cubic meters or 3679 register tons, having four decks, two masts, one funnels, one propellers, her principal engines (motors) developing 5500 IHP ( BHP, +) and commanded by Captain F. J. Aguado is an Indonesian sea going vessel under the terms of the Decree-1934 relative to Certificates of Nationality.

And whereas this Certificate of Nationality has been issued accordingly, so that this vessel is entitled to fly the Indonesian flag.

Now therefore all authorities and officers in Indonesia are ordered, and all others whom it may concern, are requested, to receive the Captain with his ship and cargo in an friendly way, and to treat him in a manner consistent with the law of the Republic of Indonesia and with the Treaties concluded with other Sovereign States.

Issued at Hong Kong, on 17th April, 1952.

By the Minister of Communications,  
U. C.

(KONSULAT DJENDERAL)  
(REPUBLIK INDONESIA )  
(HONG KONG )

(Sd.) (Illegible)  
Konsul Djenderal R.I., Hong Kong.

+ ) and four boilers, owned by the Ministry of Defence at Djakarta of the 20 Republic of Indonesia.

Recorded in the Register of Certificates of Nationality kept by the Department of Navigation at Jakarta, R.I.:

Register No.

Page No.

Mark according to the Certificate of Measurement:

.....

Call name according to the International Signalling Code:

Jakarta,

19

The Head of the Department of Navigation,

30

Captain's signature:

Signed in my presence:

Issued at

on

19

The Captain of an Indonesian sea going ship entering a foreign port, where an Indonesian Consul is established shall, if his ship remains in port for a period exceeding twenty-four hours, report in person to this officer, not later than the day after the ship's arrival, in order to have the Consul sign this Certificate of Nationality unless complete or partial exemption from this provision shall have been granted.

40

Exhibit KDH-15  
 Ref. No. 15  
 Referred to in  
 Doc. No. 10A

*Exhibit KDH-15  
 Statement by  
 40 Indonesian  
 members of  
 crew of s.s.  
 "Tasikmalaja"  
 15th July, 1952.*

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Ref. No. 15  
 Referred to in  
 Doc. No. 10A

10 The Indonesian Text translated into English reads :

We, the undersigned being the Indonesian members of the crew of the s.s. "TASIKMALAJA" do hereby state that we were present on board the vessel on the 17th day of April, 1952, when the Panamanian flag was lowered and the flag of the Republic of Indonesia was raised on the vessel. Ever since that date we have considered the vessel to belong to the Indonesian Government and have taken orders from Acting Captain Silos and other Filipino members of the deck crew believing them to be paid and employed by our Government. We have never obeyed any orders from the said Captain Silos or anyone else in defiance to the authority of our Government nor would we have obeyed at any time  
 20 any instructions given by the said Captain Silos if they were or had been to our knowledge in defiance of the authority of our Government or of the Consul General for Indonesia in Hong Kong.

This statement has been interpreted to us and we understand that it is for the purpose of being annexed to an Affirmation to be produced in proceedings in the Supreme Court of Hong Kong.)

	1. J. D. Mandagie	Acting Captain	(Sd.) J. D. Mandagie
	2. M. Sahabu	Quartermaster	(Sd.) M. Sahabu
	3. H. Lumisay	Ord. Seaman	(Sd.) H. Lumisay
	4. Sudjajos	Ord. Seaman	(Sd.) Sudjajos
30	5. Thomas Lowel	Ord. Seaman	(Sd.) Thomas Lowel
	6. E. Tjong Sui	Ord. Seaman	(Sd.) E. Tjong Sui
	7. Sudarman	Ord. Seaman	(Sd.) Sudarman
	8. A. Tuabara	Watchman	(Sd.) A. Tuabara
	9. L. Tjong Jung	Watchman	(Sd.) L. Tjong Jung
	10. P. Rozenberg	Electrician	(Sd.) P. Rozenberg
	11. J. Lewiresa	Act. Mandur	(Sd.) J. Lewiresa
	12. Joh. Walandouw	Oiler	(Sd.) Joh. Walandouw
	13. Ahmad	Oiler	(Sd.) Ahmad
	14. M. Sigar	Oiler	(Sd.) M. Sigar
40	15. D. Sumolang	Oiler	(Sd.) D. Sumolang
	16. L. Nanlohy	Fireman	(Sd.) L. Nanlohy
	17. Tjali Toba	Fireman	(Sd.) Tjali Toba
	18. Ali	Fireman	(Sd.) Ali
	19. R. Walandouw	Fireman	(Sd.) R. Walandouw
	20. Ahmad Gigil	Fireman	(Sd.) Ahmad Gigil

<i>Exhibit KDH-15 Statement by 40 Indonesian members of crew of s.s. "Tasikmalaja" 15th July, 1952.</i>  <i>Ref. No. 15 Referred to in Doc. No. 10A continued.</i>	21. R. Sudarsono	Fireman	(Sd.) R. Sudarsono	
	22. A. Karauwan	Wiper	(Sd.) A. Karauwan	
	23. V. Pongilatan	Wiper	(Sd.) V. Pongilatan	
	24. V. Kaparang	Wiper	(Sd.) V. Kaparang	
	25. C. Lombogia	Wiper	(Sd.) C. Lombogia	
	26. P. Kaparang	Wiper	(Sd.) P. Kaparang	
	27. J. Walandouw	Purser	(Sd.) J. Walandouw	
	28. Kaka	Chief Cook	(Sd.) Kaka	
	29. Sigama	2nd Cook	(Sd.) Sigama	
	30. Hassan 2	Saloon Boy	(Sd.) Hassan	10
	31. Tjolli	Saloon Boy	(Sd.) Tjolli	
	32. Matheos Boko	Saloon Boy	(Sd.) Matheos Boko	
	33. Jan. A. Mandang	Cabin Boy	(Sd.) Jan. A. Mandang	
	34. Rukdin Mosoi	Deck Off. Boy	(Sd.) Rukdin Mosoi	
	35. Jan. Pieters	Ch. Eng. Boy	(Sd.) Jan. Pieters	
	36. Idrus Ishag	Deck Crew Boy	(Sd.) Idrus Ishag	
	37. Hendrik Tampi	Cabin Boy	(Sd.) Hendrik Tampi	
	38. Lamburi	Cabin Boy	(Sd.) Lamburi	
	39. Duhung	Cabin Boy	(Sd.) Duhung	
	40. Ento Suminto	Cabin Boy	(Sd.) Ento Suminto	20

Hong Kong, 15 July, 1952.

*Exhibit  
KDH-15a  
Indonesian text  
of Statement  
by 40  
Indonesian  
Members of  
crew of s.s.  
"Tasikmalaja"  
15th July, 1952.*  
  
*Ref. No. 16  
Referred to in  
Doc. No. 10A*

*Exhibit  
KDH-15a  
Ref. No. 16  
Referred to in  
Doc. No. 10A*

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.** 30

Kami jang bertanda tangan dibawah ini, anak buah kapal s.s. "TASIKMALAJA" bangsa Indonesia, bersama ini menerangkan bahwa kami berada diatas kapal pada tanggal 17 April 1952, ketika bendera Panama diturunkan dan bendera Republik Indonesia dinaikan diatas kapal tersebut.

Semendjak tanggal itu, kami bersenantiasia menganggap kapal tersebut sebagai milik Pemerintah Indonesia dan kami mendjalankan perintah wakil Kapten Silos dan lain2 anak buah bangsa Philipina diatas dek karena kami pertjaja bahwa mereka itu adalah pegawai jang digadjih oleh Pemerintah kita.

Kami tidak pernah mendjalankan perintah wakil Kapten Silos tersebut 40 atau siapapun djuga jang bertentangan dengan kuasa Pemerintah kita dan djuga kami tidak akan tunduk kepada petundjuk2 jang diberikan oleh Kapten Silos

tersebut, djika kami mengetahui bahwa petundjuk2 itu bertentangan dengan kuasa Pemerintah kita, atau kuasa Konsul Djenderal Republik Indonesia di Hong Kong.

Keterangan ini telah didjelaskan kepada kami dan kemi yakin benar2 bahwa keterangan ini dimaksudkan untuk ditjantumkan kepada Affirmation jang akan diadjukan dalam perkara dihadapan Supreme Court, Hong Kong.

	1. J. D. Mandagie	Wakil Kapten	(Sd.) J. D. Mandagie
	2. M. Sahabu	Djurumudi	(Sd.) M. Sahabu
	3. H. Lumisay	Kelasi	(Sd.) H. Lumisay
10	4. Sudjajos	Kelasi	(Sd.) Sudjajos
	5. Thomas Lowel	Kelasi	(Sd.) Thomas Lowel
	6. E. Tjong Sui	Kelasi	(Sd.) E. Tjong Sui
	7. Sudarman	Kelasi	(Sd.) Sudarman
	8. A. Tuabara	Pandjarwala	(Sd.) A. Tuabara
	9. L. Tjong Jung	Pandjarwala	(Sd.) L. Tjong Jung
	10. P. Rozenberg	Kepala Listrik	(Sd.) P. Rozenberg
	11. J. Lewirsea	Wakil Mandur	(Sd.) J. Lewirsea
	12. Joh. Walandouw	Tukang Minjak	(Sd.) Joh. Walandouw
	13. Achmad	Tukang Minjak	(Sd.) Achmad
20	14. M. Sigar	Tukang Minjak	(Sd.) M. Sigar
	15. D. Sumolang	Tukang Minjak	(Sd.) D. Sumolang
	16. L. Nanlohy	Tukang Api	(Sd.) L. Nanlohy
	17. Tjali Toba	Tukang Api	(Sd.) Tjali Toba
	18. Ali	Tukang Api	(Sd.) Ali
	19. R. Walandouw	Tukang Api	(Sd.) R. Walandouw
	20. Ahmad Gigil	Tukang Api	(Sd.) Ahmad Gigil
	21. R. Sudarsono	Tukang Api	(Sd.) R. Sudarsono
	22. A. Karauwan	Tukang Ansur	(Sd.) A. Karauwan
	23. W. Pongilatan	Tukang Ansur	(Sd.) W. Pongilatan
30	24. V. Kaparang	Tukang Ansur	(Sd.) V. Kaparang
	25. C. Lombogia	Tukang Ansur	(Sd.) C. Lombogia
	26. P. Kaparang	Tukang Ansur	(Sd.) P. Kaparang
	27. J. Walandouw	Kepala Tata Usaha	(Sd.) J. Walandouw
	28. Kaka	Djurumasak	(Sd.) Kaka
	29. Sigama	Pembantu Djurumasak	(Sd.) Sigama
	30. Hassan 2	Pelajan	(Sd.) Hassan 2
	31. Tjolli	Pelajan	(Sd.) Tjolli
	32. Matheos Boko	Pelajan	(Sd.) Matheos Boko
	33. Jan. A. Mandang	Pelajan	(Sd.) Jan. A. Mandang
40	34. Rukdin Mosoi	Pelajan	(Sd.) Rukdin Mosoi
	35. Jan Pieters	Pelajan	(Sd.) Jan Pieters
	36. Idrus Ishag	Pelajan	(Sd.) Idrus Ishag
	37. Hendrik Tampi	Pelajan	(Sd.) Hendrik Tampi
	38. Lamburi	Pelajan	(Sd.) Lamburi
	39. Duhung	Pelajan	(Sd.) Duhung
	40. Ento Suminto	Pelajan	(Sd.) Ento Suminto

Hong Kong, 15 Djuli, 1952.

*Exhibit  
KDH-15a  
Indonesian text  
of Statement  
by 40  
Indonesian  
Members of  
crew of s.s.  
"Tasikmalaja"  
15th July, 1952.*

Ref. No. 16  
Referred to in  
Doc. No. 10A  
continued.

Exhibit PR-1  
Letter—  
Captain F. J.  
Aguado to  
Major Pamoe  
Rahardjo.  
25th March 1952.

Ref. No. 17  
Referred to in  
Doc. No. 10B

Exhibit PR-1  
Ref. No. 17  
Referred to in  
Doc. No. 10B

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Hong Kong, 25th March, 1952. 10

Major Pamoe Rahardjo, (TNI)  
Ministry of Defence,  
Hong Kong.

Sir:

In connection with the alterations and repairs to which the S.S. "TASIKMALAJA", under my command is to undergo and in compliance with your memorandum of the 24th instant, enclosed please find the following documents:

- (a) List of Officers and crew to remain on board during the vessel's repairs and alterations.
- (b) On the above list you will find the salaries of officers and crew. 20
- (c) Cost of subsistence of the above crew per day.
- (d) Memorandum on fuel and lubricating oil.

As some work is to be done by the ship's engineers and crew, it is reminded that some funds are made available for the purchase of anti corrosive paints and primers, also for gasket and packing materials and other incidentals which may arise during the period.

Trusting that the above meets with your requirements, I remain

Very respectfully,

(Sd.) F. J. AGUADO.

Capt. F. J. Aguado,

Master

S.S. "TASIKMALAJA"

30

S.S. "TASIKMALAJA"

PANAMA

TO MANILA:

1.	First Class	Passengers
3.	3rd Class	Passengers

## TO DJAKARTA:

25 3rd Class Passengers

The above is based on the assumption that the transportation of the crew is to be made by ship.

(Sd.) J. Ma. SILOS.

Hong Kong 25 March, 1952

(Sd.) F. J. AGUADO.

J. Ma. Silos

Capt. F. J. Aguado,

Executive Officer

Master

S.S. "TASIKMALAJA"

10

J. Walandouw

Purser.

S.S. "TASIKMALAJA"  
PANAMACREW LIST OF THE S.S. "TASIKMALAJA"  
TO BE RETAINED ON BOARD

No.	Name	Designation	Nationality	Age
-----	------	-------------	-------------	-----

## DECK DEPARTMENT

1.	Rubion	Boatswain	Filipino	36
2.	Haren	Winchman	Indonesian	25
3.	A. Taubara	N. Watchman	Indonesian	25
4.	L. Tjong Jung	N. Watchman	Indonesian	22

## 20 ENGINE DEPARTMENT

5.	M. Signeran	1st. Ass. Engineer	Filipino	58
6.	Martel. N	2nd. Ass. Engineer	Filipino	43
7.	A. Aviles	3rd. Ass. Engineer	Filipino	28
8.	P. Rezenberg	Electrician	Dutch	20
9.	A. Tenalge	Oiler	Filipino	26
10.	D. Cabil	Oiler	Filipino	48
11.	J. Lewerisa	Oiler	Indonesian	29
12.	T. Toba	Fireman	Indonesian	24

Hong Kong March. . . . .1952

30

Jose Ma. Silos

Capt. F. J. Aguado,

Executive Officer

Master

S.S. "TASIKMALAJA"

J. Walandouw

Purser.

Exhibit PR-1  
Letter—  
Captain F. J.  
Aguado to  
Major Pamoe  
Rahardjo.  
25th March 1952.

Ref. No. 17  
Referred to in  
Doc. No. 10B  
continued.

Exhibit PR-1  
Letter—  
Captain F. J.  
Aguado to  
Major Pamoe  
Rahardjo.  
25th March 1952.

S.S. "TASIKMALAJA"  
PANAMA

CREW LIST OF THE S.S. "TASIKMALAJA"  
TO BE SENT HOME

Ref. No. 17  
Referred to in  
Doc. No. 10B  
continued.

No.	Name	Designation	Nationality	Age	
<b>DECK DEPARTMENT</b>					
1.	H. Seiman	Quartermaster	Indonesian	33	
2.	N. Biahima	Quartermaster	Indonesian	26	
3.	M. Sahabu	Quartermaster	Indonesian	22	
4.	H. Lumisay	Ordinary Seaman	Indonesian	25	
5.	Sudjajes	Ordinary Seaman	Indonesian	27	
6.	T. Lewel	Ordinary Seaman	Indonesian	21	10
7.	E. Tjeng Sui	Ordinary Seaman	Indonesian	23	
8.	Sudarman	Ordinary Seaman	Indonesian	28	
9.	R. Victeria	Ordinary Seaman	Filipine	20	
10.	C. Mele	Ordinary Seaman	Filipine	20	
11.	P. Segevia	Carpenter	Filipine	24	
12.	L. Salgade	Deck Storekeeper	Filipine	23	
13.	J. Mandagie	App. Mate	Indonesian	21	
14.	M. Pillat	App. Mate	Indonesian	32	
<b>ENGINE DEPARTMENT</b>					
15.	Jeh. Walandeuw	Oiler	Indonesian	23	20
16.	Ahmad	Oiler	Indonesian	29	
17.	M. Sigar	Oiler	Indonesian	21	
18.	D. Sumelang	Oiler	Indonesian	23	
19.	L. Nanlehy	Fireman	Indonesian	33	
20.	Ali	Fireman	Indonesian	25	
21.	R. Walandeuw	Fireman	Indonesian	20	
22.	A. Gigil	Fireman	Indonesian	20	
23.	R. Sudarsene	Wiper	Indonesian	20	
24.	A. Karauwan	Wiper	Indonesian	20	
25.	V. Pengilatan	Wiper	Indonesian	20	30
26.	V. Kaparang	Wiper	Indonesian	21	
27.	C. Lembegia	Wiper	Indonesian	35	
28.	P. Kaparang	Wiper	Indonesian	23	

Jose Ma. Silos  
Executive Officer

Hong Kong, March. . . , 1952.  
Capt. F. J. Aguado,  
Master  
S.S. "TASIKMALAJA"

Exhibit PR-1  
Letter—  
Captain F. J.  
Aguado to  
Major Pamoë  
Rahardjo.  
25th March 1952.

J. Walandouw  
Purser.

Ref. No. 17  
Referred to in  
Doc. No. 10B  
continued.

S.S. "TASIKMALAJA"  
PANAMA

CREW LIST OF THE S.S. "TASIKMALAJA"  
TO BE SENT HOME

No.	Name	Designation	Nationality	Age
<b>10 STEWARD DEPARTMENT</b>				
	1. Kaka	Chief Cook	Indonesian	35
	2. Ludu	2nd Cook	Indonesian	21
	3. Siba Hassan	3rd Cook	Indonesian	20
	4. Sigama	Cook Helper	Indonesian	21
	5. Kasanudin	Potwasher	Indonesian	25
	6. Hassan 3	— do —	Indonesian	20
	7. Mahmud	Saloon Boy 1	Indonesian	22
	8. Hassan 2	Saloon Boy 2	Indonesian	20
	9. Tjelli	Saloon Boy 3	Indonesian	22
20	10. Matheos Boke	Saloon Boy 4	Indonesian	23
	11. Lambury	Cabin Boy 1	Indonesian	20
	12. Duhung	Cabin Boy 2	Indonesian	20
	13. Ente Suminte	Cabin Boy 3	Indonesian	21
	14. Rukdin Mesei	Deck Officer Boy	Indonesian	30
	15. Jan Pieters	Chief Engineer Boy	Indonesian	20
	16. Laura Lamani	Capt. Boy	Indonesian	22
	17. Idrus Ishag	Toilet Boy	Indonesian	20
	18. Hendrick Tampi	Toilet Boy	Indonesian	20
	19. Jan. A. Mandang	Cabin Boy	Indonesian	20

30

Hong Kong March. . . .1952

Jose Ma Silos  
Executive Officer

Capt. F. J. Aguado,  
Master  
S.S. "TASIKMALAJA"

J. Walandouw  
Purser.



Exhibit PR-2  
Letter—  
Captain F. J.  
Aguado to  
F. C. Starr.  
15th April 1952.

Ref. No. 18  
Referred to in  
Doc. No. 10B

Exhibit PR-2  
Ref. No. 18  
Referred to in  
Doc. No. 10B

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Hong Kong 15th April, 1952.

10

Mr. F. C. Starr,  
Owner's Representative,  
For S.S. "TASIKMALAJA"  
Ocean Park Hotel,  
Singapore.

Sir:

The Consul General for the Republic of Indonesia has delivered to me a letter which reads as follows:

|

"As the steamer "Tasikmalaja" has been transferred to the Government of the Republic of Indonesia and is now a property of the Indonesian State, I herewith request you to put the steamer under the Indonesian colours." The Indonesian Consul has set the date for changing the flag as of 16 April, 1952 and to that effect I have made all preparations for the ceremony.

As you are now travelling towards the South I shall send a copy of this letter to Messrs. Ysmael & Co. of Manila, as well as a copy to you to Djakarta.

Very respectfully,  
Capt. F. J. Aguado  
Master  
S.S. "TASIKMALAJA"

Ini surat dibuka Oleh  
Major Pamurahardjo

30

dikantor Kem: Pert:

Pada tanggal 25 April 1952

Djam: 10.00 pagi.

(sd) (Illegible)

Exhibit PR-3  
 Ref. No. 19  
 Referred to in  
 Doc. No. 10B

*Exhibit PR-3  
 Letter—  
 Captain F. J.  
 Aguado to  
 F. C. Starr.  
 17th April 1952.*

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Ref. No. 19  
 Referred to in  
 Doc. No. 10B

10

Hong Kong, 17th April, 1952.

Mr. F. C. Starr,  
 Owner's Representative,  
 For S.S. "TASIKMALAJA"  
 Ocean Park Hotel,  
 Singapore.

Sir:

I beg to inform you that at 1530 hrs. of the 16th April 1952, the ceremony for changing the flag of the S.S. "TASIKMALAJA" under my command, took place, while the vessel lay alongside the Taikoo Sugar Company pier at North Point,  
 20 Hong Kong.

The Consul General for Indonesia and his Staff and a representative of the Consular office for the Republic of Panama of this port were present. All officers and crew members of the vessel were also present.

Very respectfully,

(Sd.) F. J. AGUADO.

Capt. F. J. Aguado,

Master

S.S. "TASIKMALAJA"

Ini surat dibuka Oleh

30 Major Pamurahardjo

Dikantor Kem: Pert:

Pada tanggal 25 April 1952

Djam: 10.00 pagi.

(sd) (Illegible)

Exhibit PR-4  
Cable—  
Alcobendas,  
Silos, Senoran  
to Major  
Pamoe  
Rahardjo.  
21st April 1952.

Ref. No. 20  
Referred to in  
Doc. No. 10B

Exhibit PR-4  
Ref. No. 20  
Referred to in  
Doc. No. 10B

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Hong Kong 21st April, 1952.

10

L. T. MAJOR PAMOERAHARDJO  
MINISTRY OF DEFENCE  
DJAKARTA

HEREBY TENDER OUR RESIGNATION EFFECTIVE 30 INSTANT IN PROTEST TO COWARDLY ASSAULT MADE BY KUITERT TO OUR CAPTAIN.

ALCOBENDAS, SILOS, SENORAN.

Paulins, Alcobendas, Ch: Eng:  
Jose Ma. Silos, Of: Off:  
Mannel Senoran, 1st Ass: Eng:

20

Exhibit KDH-A  
Second  
Charter  
Party  
between Juan  
Ysmael & Co.  
Inc. and the  
Government of  
the Republic  
of Indonesia.  
26th February  
1951.

Ref. No. 21  
Referred to in  
Doc. No. 10C

Exhibit KDH-A  
Ref. No. 21  
Referred to in  
Doc. No. 10C

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

**CHARTER PARTY**

30

*It is this day mutually agreed between:*

Juan Ysmael & Co., Manila, for this purpose represented by her lawful Attorney, Mr. Frank C. Starr, OWNERS of the Steamer called "SS CHRISTOBAL", formerly called the U.S. Army Transport "SS HALEAKALA", and presently with a pending request for a change of new name into "SSTASIKMALAJA", of 3679 gross tons, 1546 net tons, classed (American Bureau pending) indicated horse-power 5000 and fully loaded capable of steaming about 16 knots an hour in good weather and smooth water on a consumption of about 45 tons bunker fuel per day.

and

40

*The Ministry of Defence of the Republic of Indonesia, for this purpose represented by Major Soekardjo, Director of the D.P.A.P. D.L.L.T. CHARTERERS.*

**Article I**

OWNERS AGREE to let, and CHARTERERS agree to hire Steamer for a period of three (3) calendar months.

Charter hire from the time (not a Sunday or a legal Holiday, unless taken over) the vessel arrives, or is afloat, at any port so directed by CHARTERERS = such port in Indonesian waters = beginning on the 1st day of April, 1951.

**Article II**

Steamer to be employed by the Indonesian Army for the transport of troops and their equipments to any part of the world, except, those ports under  
10 communist authority, where she can safely lay afloat.

**Article III**

The CHARTERERS to pay as hire:

= U.S.\$35,000.00 = per calendar month until her re-delivery to the OWNERS. Payment of hire to be made in advance for three months (US\$105,000.-) by telegraphic transfer to the AMERICAN TRUST COMPANY at Sacramento, California, U.S.A. for deposit to the account of Mr. Frank C. Starr.

**Article IV.**

In the event the CHARTERERS desire to purchase the Vessel the sum of  
20 US\$450,000.- should be deposited to the above mentioned account in the aforementioned bank in the United States.

The OWNERS agree that one-half of the previous charter fee paid for the months of Jan-March can be applied by CHARTERERS against the above purchase price if the vessel is bought before 15th March, 1951. OWNERS furthermore agree that the Philippine crew now serving on board the vessel shall remain on board for a period of 100 days, for instruction purposes to Indonesian personnel, free of charge to the CHARTERERS providing the vessel is purchased before 15th March, 1951. The salaries of the Philippine crew will be for the account of the OWNERS.

30

**Article V.**

Steamer to be re-delivered on the expiration of the Charter period in the same good order as when delivered to the CHARTERERS (fair wear and tear excepted) at any port in Indonesia where the vessel can lie safely afloat.

**Article VI.**

There will be a Commanding Officer of the Troops (COT), appointed by the CHARTERERS, who will have full charge of maintaining the order and interest of the troops on board the vessel at all times.

**Article VII.**

FEEDING OF TROOPS:

40 The CHARTERERS to deposit to the account of Mr. Frank C. Starr, at the Chartered Bank, Djakarta, the sum of Rupiahs TWO HUNDRED FIFTY THOUSAND to be used by OWNERS to supply the Troops on board Vessel at all times (3 meals per day) with food and rations necessary for the feeding of Troops on any Troop Transport operating in the world.

*Exhibit KDH-A  
Second  
Charter  
Party  
between Juan  
Ysmael & Co.  
Inc. and the  
Government of  
the Republic  
of Indonesia.  
26th February  
1951.*

*Ref. No. 21  
Referred to in  
Doc. No. 10C  
continued.*

Exhibit KDH-A  
Second  
Charter  
Party  
between Juan  
Ysmael & Co.  
Inc. and the  
Government of  
the Republic  
of Indonesia.  
26th February  
1951.

Ref. No. 21  
Referred to in  
Doc. No. 10C  
continued.

**OWNERS AGREE TO THE FOLLOWING TERMS AND CONDITIONS REGARDING RECEIPT OF THE ABOVE AMOUNT FOR FEEDING OF TROOPS ON BOARD VESSEL:**

- (1) Monthly invoices, signed by the Commanding Officer of Troops on board Vessel, shall be sent to the office of the DIRECTOR DLLT, Djakarta, said invoices, pertaining to the purchasing of food and supplies.
- (2) OWNERS agree to feed the Troops based on the following agreed cost per day:
  - for 1 (one) Officer f10 = for three meals per day.
  - for 1 (one) Soldier f 6 = for three meals per day. 10
  - for 1 (one) Guest f 8 = for three meals per day.

**OWNERS AGREE THAT CHARTERERS MAY RETAIN VESSEL IF SETTLEMENT OF THE ACCOUNTS FOR THE FEEDING OF TROOPS HAVE NOT BEEN COMPLIED WITH.**

Based upon the above rate of feeding at the expiration of the Charter-Period either the OWNERS shall return that portion of the above amount advanced for the feeding of troops, after calculating per invoices, (or) CHARTERERS shall reimburse OWNERS any amount in excess spent by OWNERS for feeding of the Troops on board vessel after calculating upon expiration of the THREE MONTHS CHARTER PERIOD. 20

**Article VIII.**

So OWNERS & CHARTERERS are agreed in this Charter-party to submit to the INTERNATIONAL UNIFORM TIME CHARTER known as the "BALTIME CHARTER CONTRACT."

**Article IX.**

Any dispute arising under the Charter to be referred to arbitration in Djakarta, one arbitrator to be nominated by the OWNERS and the other by the CHARTERERS, and an Umpire by the said Arbitrators, and the award of the said Arbitrators or Umpire shall be final and binding upon both parties. If the Arbitrators of the one party unduly prolong the case, the other party to have the 30 right to claim award given within a certain fixed period.

**Article X.**

**SIGNATURES:**

Therefore the above terms and conditions upon both parties hereby become a mutual understanding between OWNERS & CHARTERERS as of the fixing of the signatures of both parties below.

Done at Djakarta  
(in four copies)

**CHARTERERS:**

(Sd.) PAMOE 26/11/51  
(Major Soekardjo)  
(Sd.) Pamoe Rahardjo  
(Major)

**OWNERS:** 40  
(Sd.) FRANK C. STARR  
(Frank C. Starr)

**WITNESSES:**  
(Sd.) ILLEGIBLE.

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Exhibit KDH-B  
 Ref. No. 22  
 Referred to in  
 Doc. No. 10C

Exhibit KDH-B  
 Third Charter  
 Party between  
 Juan Ysmael  
 & Co. Inc.  
 and the  
 Government  
 of the  
 Republic of  
 Indonesia.  
 25th April 1951.  
 —  
 Ref. No. 22  
 Referred to in  
 Doc. No. 10C

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

10

**ORIGINAL****CHARTER PARTY**

*It is this day mutually agreed between:*

Juan Ysmael & Co., Manila, for this purpose represented by her lawful Attorney, Mr. Frank C. Starr, OWNERS of the Steamer called "S.S. CHRISTOBAL", formerly called the U.S. Army Transport "S.S. HALEAKALA" and presently with a pending request for a change of new name into the "S.S. TASIKMALAJA", of 3679 gross tons, 1546 net tons, classed (American Bureau pending) with indicated horsepower of 500 and fully loaded capable of steaming about 16 knots an hour in good weather and smooth water on a consumption of  
 20 about 45 tons bunker fuel per day.

and

The Ministry of Defence of the Republic of Indonesia, for this purpose represented by Major Soekardjo, Director of the D.P.A.P. D.L.L.T. CHARTERERS.

**Article 1.**

OWNERS agree to let, and CHARTERERS agree to hire Steamer for a period of six (6) calendar months beginning on the 1st day of July, 1951.

**Article 2.**

Steamer to be employed by the Indonesian Army for the transport of troops and their equipments to any part of the world, except, those ports under  
 30 communist authority, where she can lay safely afloat.

**Article 3.**

From the sum of \$210,000, representing the charter cost for six months (July-December) the amount of \$45,000 shall be deducted for payment to the Soerdok at Soerabaja as soon as possible. The balance of the charter fee can be paid on or before the 1st day of July, 1951.

**Article 4.**

In the event the CHARTERERS desire to purchase the vessel for \$450,000 the above charter cost of \$210,000 may be applied against the purchase price of the vessel, during the charter period (July-December), thus the cost of the vessel  
 40 would be only \$240,000. This enables an inspection commission to have plenty of time to inspect the vessel for purchase if desired.

Exhibit KDH-B  
Third Charter  
Party between  
Juan Ysmael  
& Co. Inc.  
and the  
Government  
of the  
Republic of  
Indonesia.  
25th April, 1951.

Ref. No. 22  
Referred to in  
Doc. No. 10C  
continued.

#### Article 5.

There will be a Commanding Officer of the Troops (COT) appointed by the Charterers, who will have full charge of maintaining order and interest of the troops on board the vessel at all times.

#### Article 6.

Steamer to be re-delivered on the expiration of the Charter period in the same good order as when delivered to the Charterers (fair wear and tear excepted) at any port in Indonesia where the vessel can lie safely afloat.

#### Article 7.

In the event Charterers purchase vessel the Insurance by Lloyds Underwriters in the amount of \$600,000 shall be transferred free of charge to Charterers by Owners.

#### Article 8.

So Owners & Charterers are agreed in this Charter Party to submit to the INTERNATIONAL UNIFORM TIME CHARTER known as the "Baltim Charter Contract."

#### Article 9.

Any dispute arising under the Charter Party to be referred to arbitration in Djakarta, one arbitrator to be nominated by the owners and the other by the Charterers, and an Umpire shall be appointed by the said arbitrators, and the award of the said arbitrators or Umpire shall be final and binding upon both parties. If the Arbitrators of the one party unduly prolong the case the other party to have the right to claim award given within a certain fixed period.

#### Article 10.

Therefore the above terms and conditions upon both parties hereby become a mutual understanding irrevocably binding, between Owners & Charterers as of the fixing of the signatures of both parties below.

DONE AT DJAKARTA  
(in duplicate)

4/25/51.

30

CHARTERERS

OWNERS

(Sd.) ILLEGIBLE  
Soekardjo, Major  
25/IV/51.

(Sd.) FRANK C. STARR  
Frank C. Starr

WITNESSES

(Sd.) PAMOE

&

(Sd.) ILLEGIBLE

ORIGINAL

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Exhibit KDH-C  
Ref. No. 23  
Referred to in  
Doc. No. 10C

*Exhibit KDH-C  
Letter—  
Captain F. J.  
Aguado to  
the Consul-  
General of  
the Republic  
of Indonesia.  
23rd April 1952.*  
—  
Ref. No. 23  
Referred to in  
Doc. No. 10C

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

10

Hong Kong, 23rd April, 1952.

The Consul General,  
Republic of Indonesia,  
HONG KONG.

Sir,

Pursuant to our conversation in the afternoon of the 21st instant and yesterday being a holiday as you informed me, I hereby tender my resignation as Master of the S.S. "TASIKMALAJA", effective as soon as you name a substitute.

The reasons for my resignation are the assault suffered by me from Mr. Kuitert which have resulted in contussions, the extent of which will be known in  
20 the next day or two. The next reason is the uselessness to continue serving on the ship in conjunction with your Mr. Kuitert to avoid further trouble which may again result in physical injuries.

Very respectfully,  
(Sd.) Capt. F. J. AGUADO,  
Master,  
S/S "Tasikmalaja".

30

Exhibit KDH-C1  
Ref. No. 24  
Referred to in  
Doc. No. 10C

*Exhibit KDH-C1  
Letter—  
Captain F. J.  
Aguado to  
the Consul-  
General of  
the Republic  
of Indonesia.  
23rd April 1952.*  
—  
Ref. No. 24  
Referred to in  
Doc. No. 10C

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

Hong Kong, 23rd April, 1952.

The Consul General,  
Republic of Indonesia,  
HONG KONG.

40 Sir,

In connection with my letter to you of 19 April in connection with the theft perpetrated on board and pursuant to the conversation had with you the other day in this respect I beg to inform you that the investigator officer who investigated



Exhibit KDH-C1  
Letter—  
Captain F. J.  
Aguado to  
the Consul-  
General of  
the Republic  
of Indonesia.  
23rd April 1952.

the suspected parties on board could not at the time pin anything on the suspects, but has promised to follow up the case by inspection of the shops which may have possibly purchased the stolen goods and then find out who was the person responsible for having sold them.

For the above purpose, the Chief Officer has furnished a sample of the stolen goods to properly identify them.

Ref. No. 24  
Referred to in  
Doc. No. 10C  
continued.

As soon as there is any further report on the subject same will be reported to you.

Very respectfully.

(Sd.) Capt. F. J. AGUADO,  
Master,  
S/S "Tasikmalaja"

10

Exhibit KDH-C2  
Letter—  
Captain F. J.  
Aguado to  
the Consul-  
General of  
the Republic  
of Indonesia.  
24th April 1952.

Exhibit KDH-C2  
Ref. No. 25  
Referred to in  
Doc. No. 10C

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

20

Ref. No. 25  
Referred to in  
Doc. No. 10C

Hong Kong, 24th April, 1952.

The Honourable Consul General,  
Republic of Indonesia,  
HONG KONG.

Sir,

In compliance with your request, I herewith attach a somewhat detailed repair list required by the S.S. "TASIKMALAJA", which to my opinion and that of the Chief Engineer would allow the vessel to safely negotiate the distance to Djakarta.

30

The Deck Department also requires that the telemotor and its system be overhauled. Also the only wooden boat now on board should be overhauled and refitted for the trip.

I trust that the above is clear and may be useful in the solution of the ship's problem and should you require further information, I shall be at your disposal when called upon to do so.

Very respectfully,

(Sgd.) F. J. AGUADO,  
Master,  
S.S. "Tasikmalaja"

40

Refer to the list furnished to Chief Engineer thru 1st Asst. Engr. on 19th April, 1952.

Hong Kong, 24th April, 1952.

*Exhibit KDH-C2  
Letter—  
Captain F. J.  
Aguado to  
the Consul-  
General of  
the Republic  
of Indonesia.  
24th April 1952.*

## BOILERS

### Item No.

1. Leave out to be executed in Surabaja.
2. — do —
3. To remove and replace after retubing, all portable doors as required by the work on item No. 5.
- 10 4. Renew and replace only those that have been opened for inspection made for quotation purposes.
5. Work to be completely made at Hong Kong.
6. Only the plates damaged to be faired or repaired.
7. Overhaul and repairs to be done to those doors absolutely requiring working on.
8. This item to be done in full.
9. Asbestos to be renewed only on the furnaces the brickwork of which are to be repaired temporarily.
10. Work to be executed.
- 20 11. Not to be done at all.
12. Repair the two furnaces that require working on.
13. No work to be done, but as material obtainable here is superior to that manufactured in Surabaja, it is recommended that the ship's requirements be purchased here and taken to Indonesia.
14. No work on this item to be done here except the repair of the two damaged furnaces requiring repairs.
15. To overhaul 8 water gauge fittings. If found not too good to repair, purchase locally the fittings, which can be obtained here. All other boiler fittings may be attended to by engine crew while other repairs going on.

Ref. No. 25  
Referred to in  
Doc. No. 10C  
*continued.*

## 30 BLOWERS

Overhaul starters on four motors (electric).

## FUEL OIL HEATERS

No work to be done locally.

*Exhibit KDH-C2* BURNERS

*Letter—  
Captain F. J.  
Aguado to  
the Consul-  
General of  
the Republic  
of Indonesia.  
24th April 1952.*

To manufacture as per sample six (6) flexible tube connections for burners. If flexible material not obtainable to manufacture same in form of sample out of seamless copper tubing of the size of sample.

## MAIN ENGINE

*Ref. No. 25  
Referred to in  
Doc. No. 10C  
continued.*

No work required at present. Broken piston ring found on LP cylinder replaced by used spare one.

## AIR PUMP

Overhaul as required after opening.

## CONDENSER

10

Clean, overhaul and test.

## BOILER FEED PUMPS

These pumps are to be repaired on the water side. Cylinder rebored and piston changed. Overhaul other parts and repair as found necessary. These require complete work.

*Exhibit KDH-C3*

*Letter—  
Captain F. J.  
Aguado to  
the Consul-  
General of  
the Republic  
of Indonesia.  
27th April 1952.*

*Ref. No. 26  
Referred to in  
Doc. No. 10C*

*Exhibit KDH-C3  
Ref. No. 26  
Referred to in  
Doc. No. 10C*

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

20

Hong Kong, 27th April, 1952.

The Consul General,  
Republic of Indonesia,  
HONG KONG.

Sir,

At about 4.30 p.m. on the 26th April, Mr. N. Pavia, Chief Steward of the 30 S.S. "Tasikmalaja" reported that one of his store-rooms, the former jail, had been opened, the padlock and ring having been tampered with. Upon investigation of its contents, it has been found out that sixteen tins of ground coffee had been lost. Upon inspection of the padlock, same had been hammered opened and the ring sawn off.

The Chief Steward was questioned by the undersigned and it has been disclosed that the coffee with canned sardines were kept in this store-room, but only the coffee has been lost.

As the undersigned was going ashore to see the Chief Engineer who is in the hospital regarding the fuel oil, the matter was reported to the Police.

Attached please find Report of the Chief Steward, a copy of which has been given to the Police.

As this is the third time that losses have been reported the undersigned wishes to request authority to engage shore guards with Police licence to guard on  
10 board and avoid further recurrence.

It is also important to have work done on the existing store-rooms to make them safer.

Very respectfully,

(Sgd.) Capt. F. J. AGUADO,  
Master,  
S.S. "Tasikmalaja"

Hong Kong, April 27th, 1952.

Sir,

20 The undersigned, Chief Steward of S.S. "Tasikmalaja" hereby declare that on Saturday, April 26, 1952 at about 2 p.m. I discovered that the 16 tins of Java Coffee in my Store Room are missing. The first person I question was the Chief Cook by the name of Kaka, Indonesian citizen, but he does not seem to know about it. I have searched also the engine rooms but found nothing. I remember that these tins of coffee were still in the same Store Room when the Ship was still at Taikoo Docks. In my opinion these tins of Coffee were stolen during our anchorage opposite the Kowloon Dry Docks where we are now anchored. The padlock was hammered forced open.

30

Respectfully yours,  
(Sgd.) NORBERTO A PAVIA,  
Chief Steward.

Captain F. J. Aguado,  
Master S.S. "Tasikmalaja",  
HONG KONG.

Exhibit KDH-C3  
Letter—  
Captain F. J.  
Aguado to  
the Consul-  
General of  
the Republic  
of Indonesia.  
27th April 1952

Ref. No. 26  
Referred to in  
Doc. No. 10C  
continued.

Exhibit KDH-D  
Telegraphic  
Transfer  
Advice of the  
Java Bank,  
Djakarta for  
US\$90,000.00.  
6th November  
1950.

Ref. No. 27  
Referred to in  
Doc. No. 10C

Exhibit KDH-D  
Ref. No. 27  
Referred to in  
Doc. No. 10C

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

**DE JAVASCHE BANK Telegrafische overmaking Telegraphic transfer Djakarta, 10**

**November 6th, 1950.**

Heden gaven wij ingevolge Uw verzoek telegrafisch de onderstaande betalingsopdracht:

To-day we issued by cable the following payment-order according to your request:

T. T. 123/20

AAN	TO	Ten gunste van In favour of
MINISTRY OF DEFENCE, SUPPLY DEPARTMENT. DJAKARTA (D.P.P.K.P.)		BANK OF AMERICA MAIN BRANCH, <u>LOS ANGELES</u> i.f.o. Mrs. Magdalena De Hemady. 20

Bedrag in letters	Amount in letters in cijfers in figures
US\$ Ninety thousand only =	US\$90,000.-

Rekening Account	Deviezenvergunning Exchange License	Applic. No. ...
Ours with you	9/26622/900. Index No. 9.ddo.4/11-'50.	— do —

Bijzonderheden Chartercosts. Details

Uit be betalen door To be paid out by	Niet verhandelbaar Not negotiable
WELLS FARGO BANK & UNION TRUST COMPANY. SAN FRANCISCO.	DE JAVASCHE BANK (Sd.) ILLEGIBLE (Sd.) Illegible.

<b>DEBETNOTA VOOR OPDRACHTGEVER</b>	
Uit te betalen bedrag (zie boven) a	342.900,—
3.81	342,90
Deviezenprovisie	
Kosten betaalbaarstelling	
Applicatiekosten	
Kosten Deviezeninstituut	
Zegels	
Porti	1,50
10 Seinkosten	25,—
Deviezen Cert. No. 123/V.17068 vide debetnota W. Z. 123/18227.	
<b>TOTAAL in het DEBET van Uw 3 X rekening Val . . . . . f 343.269,40</b>	

Exhibit KDH-D  
Telegraphic  
Transfer  
Advice of the  
Java Bank,  
Djakarta for  
US\$90,000.00.  
6th November  
1950.  
Ref. No. 27  
Referred to in  
Doc. No. 10C  
continued.

Exhibit KDH-D1  
Ref. No. 28  
Referred to in  
Doc. No. 10C

Exhibit KDH-D1  
Telegraphic  
Transfer  
Advice of the  
Java Bank,  
Djakarta for  
US\$105,000.00.  
14th March  
1951.  
Ref. No. 28  
Referred to in  
Doc. No. 10C

20 Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.

**DE JAVASCHE BANK Telegrafische overmaking/telegraphic transfer DJAKARTA**

March 14th, 1951.

Heden Gaven wij ingevolge Uw verzoek telegrafisch de onderstaande betalingsopdracht:

To-day we issued by cable the following payment-order according to your request:

T.T.123/10054

30 AAN	TO	Ten gunste van In favour of
DJAWATAN PERBENDAHARAAN PUSAT KEMEN TERIAN PERTAHANAN = DJAKARTA =		Mr. Frank C. Starr, c/o American Trust Company at Sacramento, California.

Exhibit KDH-D1  
Telegraphic  
Transfer  
Advice of the  
Java Bank,  
Djakarta for  
US\$105,000.00.  
14th March  
1951.

Ref. No. 28  
Referred to in  
Doc. No. 10C  
continued.

Bedrag in letters	Amount in letters	In cijfers	In figures
US\$ One Hundred Five Thousand only .....		US\$105.000.—	
Rekening Account	Deviezenvergunning Exchange License	Applic. No. ...	
Ours with you	9/29676/900 Index No. 9 dd.10/3-'51		

## Bijzonderheden

## Details

Charter costs "Tasikmalaja" for three months

(May/July 1951)

Payment against delivery of invoices in six fold

Uit te betalen door To be paid out by Niet verhandelbaar Not negotiable

WELLS FARGO BANK & UNION  
TRUST COY,  
= SAN FRANCISCO =

DE JAVASCHE BANK

10

(Sd.) Illegible

(Sd.) Illegible

JB.531—250 x 25/6—8'50 R.38658

### DEBETNOTA VOOR OPDRACHTGEVER

Uit te betalen bedrag (zie boven) a		400.050.—
Deviezenprovisie	3.81 1%	400.05
Kosten betaalbaarstelling		
Applicatiekosten		
Kosten Deviezeninstituut		20
Zegels		
Porti		1.75
Seinkosten		40.—
Deviezen Cert. No. vide debetnota No. WZ.123/41010		
<b>TOTAAL in het DEBET van Uw 2 x rekening Val .....</b>		<b>f 400.491.80</b>

ref. br. D.P.P.K.P. No. 1011/B/51/k dd. 12 Maart 1951.

Exhibit KDH-D2  
 Ref. No. 29  
 Referred to in  
 Doc. No. 10C

Exhibit KDH-D2  
 Telegraphic  
 Transfer  
 Advice of the  
 Java Bank,  
 Djakarta for  
 US\$165,000.00.  
 29th June 1951.

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmal & Company Incorporated.**

Ref. No. 29  
 Referred to in  
 Doc. No. 10C

10 Oei 3208/10-7-51.

**DE JAVASCHE BANK Telegrafische overmaking/telegraphic transfer DJAKARTA, June 29th, 1951.**

Heden gaven wijingevolge Uw verzoek telegrafisch de onderstaande betalingsopdracht:

To-day we issued by cable the following payment-order according to your request:

T.T. 124/456

AAN	TO	Ten gunste van In favour of
20 DJAWATAN PERBENDAHARAAN PUSAT KEMENTERIAN PERTAHANAN, = DJAKARTA =	American Trust Company Sacramento  in favour of Mr. Frank C. Starr.	

Bedrag in letters	Amount in letters	In cijfers in figures
US\$ One Hundred Sixty Five Thousand only	.. . . .	US\$165.000.—
Rekening Account	Deviezenvergunning Exchange License	Applic. No. . . . .
Ours with you	9.32312/900/D. Index No. 9 dd. 29/6-'51	

Bijzonderheden Details  
 Chartercosts S.S. "Tasikmalaja" for six months from July 1, till December inclusive

30 Uit te betalen door To be paid out by	Niet verhandelbaar Not negotiable
WELLS FARGO BANK & UNION TRUST COY, = SAN FRANCISCO=	DE JAVASCHE BANK

JB. 531—250 x 25/6—12-'50

(Sd.) Illegible (Sd.) Illegible



Exhibit KDH-D2  
Telegraphic  
Transfer  
Advice of the  
Java Bank,  
Djakarta for  
US\$165,000.00  
29th June 1951.

Ref. No. 29  
Referred to in  
Doc. No. 10C  
continued.

<b>DEBETNOTA VOOR OPDRACHTGEVER</b>		
Uit te betalen bedrag (zie boven) a		628.650.—
Deviezenprovisie	3.81 1%o	628.65
Kosten betaalbaarstelling		
Applicatiekosten		
Kosten Deviezeninstituut		
Zegels		
Porti		1.75
Seinkosten		40.— 10
Deviezen Cert. No. vide debetnota No. WZ.124/36266		
TOTAAL in het DEBET van Uw 2 x rekening Val . . . . .		f 629.320.40

ref. Uw schrijven dd.29 Juni 1951 No. 2236/B/51/k.

Exhibit KDH-D3  
Telegraphic  
Transfer  
Advice of the  
Java Bank,  
Djakarta for  
US\$210,000.00  
10th December  
1951.

Ref. No. 30  
Referred to in  
Doc. No. 10C

Exhibit KDH-D3  
Ref. No. 30  
Referred to in  
Doc. No. 10C

**Exhibit to Affirmation Struck Out from the Records by Order of the Honourable the Puisne Judge Mr. Justice Courtenay Walton Reece on 15th September, 1952, Now Included on Insistence of the Government of the Republic of Indonesia, But Objected to by Juan Ysmael & Company Incorporated.**

20

MD/Oei

**DE JAVASCHE BANK** Telegrafische overmaking/telegraphic transfer **DJAKARTA,**

December 10th, 1951.

Heden gaven wij ingevolge Uw verzoek telegrafisch de onderstaande betalingsopdracht:

To-day we issued by cable the following payment-order according to your request:

T.T. 124/DKT/1337.

30

AAN	TO	Ten gunste van In favour of
DJAWATAN PERBENDAHARAAN PUSAT KEMENTERIAN PERTAHANAN, = DJAKARTA =		The American Trust Company, Sacramento for account of Mr. Frank C. Starr.

Bedrag in letters                      Amount in letters                      In cijfers in figures

US\$ Two Hundred Ten Thousand only                      US\$210,000.—

Rekening Account	Deviezenvergunning Exchange License	Applic. No. ....
Ours with you	9/35205/900/E Index No. 9 dd.8/12-'51	

Exhibit KDH-D3  
Telegraphic  
Transfer  
Advice of the  
Java Bank,  
Djakarta for  
US\$210,000.00.  
10th December  
1951.

Ref. No. 30  
Referred to in  
Doc. No. 10C  
continued.

Bijzonderheden

Details

Chartercosts of S.S. "Tasikmalaja" for six months  
(January) 1952 up to June 1952 inclusive

Uit te betalen door	To be paid out by	Niet verhandelbaar	Not negotiable
10	WELLS FARGO BANK & UNION TRUST COY, = SAN FRANCISCO =	DE JAVASCHE BANK	(Sd.) Illegible      (Sd.) Illegible
JB. 531—250 x 25/6—8'50 R. 38658.			

## DEBETNOTA VOOR OPDRACHTGEVER

Uit te betalen bedrag (zie boven) a	3.81	800.100.—
Deviezenprovisie	1‰	800.10
Kosten betaalbaarstelling		
Applicatiekosten		
Kosten Deviezeninstituut		
20 Zegels		
Porti		1.75
Seinkosten		30.—
Deviezen Cert. No. vide debetnota No. WZ. 124/47592		
TOTAAL in het DEBET van Uw 2 x rekening Val . . . .		f 800.931.85

Ref. Uw schrijven dd. 10/12-'51 No. 3703/B/51/k.

Exhibit WTG-1  
Ref. No. 31  
Referred to in  
Doc. No. 11

Exhibit WTG 1.  
Estimate for  
Repairs by the  
Hong Kong &  
Whampoa Dock  
Co. Ltd.  
21st April, 1952.

30

JRL: EH  
Captain & Owners  
s.s. "TASIKMALAJA",  
c/o Mr. Kuitert,  
Indonesian Consulate.

Tender No. 91/52  
21st April, 1952.

Ref. No. 31  
Referred to in  
Doc. No. 11

Exhibit WTG 1. Dear Sirs,  
 Estimate for  
 Repairs by the  
 Hong Kong &  
 Whampoa Dock  
 Co. Ltd.  
 21st April, 1952.

### Drydocking & Machinery Repairs

We beg to tender :—

Ref. No. 31  
 Referred to in  
 Doc. No. 11  
 continued.

#### To *Drydocking*

Drydock vessel for a period of three (3) days for drawing tailshaft, opening up seawalves and painting.

Our price would be: HK\$ 2,491.00

HONGKONG DOLLARS TWO THOUSAND FOUR HUNDRED AND NINETY ONE ONLY.

Wash down, supply and apply one coat of anti-corrosive to load line and one coat of anti-fouling and one boottopping. 10

Our price would be: HK\$ 6,140.00

HONGKONG DOLLARS SIX THOUSAND ONE HUNDRED & FORTY ONLY.

Range anchors and cables, knock out shackle pins for examination, anneal and test, wire brush and apply one coat of coal tar.

Our price would be: 3,000.00

HONGKONG DOLLARS THREE THOUSAND ONLY.

#### To *Boiler Room*

Clean fire and water side of four (4) Babcock & Wilcox Boilers, turbinate and wash out 2960 — 2" water tubes, remove front, back and portable doors, steamdrum doors and baffle plates. Renew 1928 header door joints and steamdrum manhole door joints. 20

Cut out 120 — 4" water tubes, build up tubeplate holes by welding, dress and ream holes and supply and expand new 4" tubes.

Remove, fair and refit fifteen (15) side casing plates with angle stiffeners, remove sixteen (16) portable boiler front doors, crop and renew lower portion of doors and refit. 30

Remove and refit fifteen (15) front baffle plates, and make workable 664 locking handles. Renew four (4) circle supportingplates and weld on forty (40) webs.

Cut four (4) additional access holes inside casing and made and fit portable covers with handles and fasteners.

Cut out and remove shore all furnace brickwork in four (4) boilers, supply new high refractory bricks, hollow insulating tiles, tube deflector tiles and furnace front quarls, rebrick four boilers and apply plastic compound of high refractory clay mixed with molasses. 40

Open up all boiler mountings for examination overhaul as necessary and grind in valves.

To *Forced Draught Fans*

Remove electric motors and starters from four (4) forced draught fans, overhaul and instal.

Exhibit WTG 1.  
Estimate for  
Repairs by the  
Hong Kong &  
Whampoa Dock  
Co. Ltd.  
21st April, 1952.

To *Fuel Heaters*

Remove four (4) Oil Fuel heaters to workshop, clean, test and re-instal.

Ref. No. 31  
Referred to in  
Doc. No. 11  
*continued.*

To *Fuel Burner Pipes*

Manufacture twenty four (24) working and six (6) spare solid drawn steel burner oil supply pipes.

- 10 Any further repairs or renewals found necessary would be charged extra.

*NOTE.* As it is impossible to obtain early shipment of firebricks, insulation brick and high refractory fireclay from abroad, we have included for the use of locally manufactured bricks and fireclay and would be pleased to provide samples for your inspection before commencement of work.

Our price would be: 236,000.00

HONGKONG DOLLARS TWO HUNDRED & THIRTY SIX THOUSAND ONLY.

To *Machinery: Main Engine*

- 20 Open up main engine cylinders for examination, supply and fit new rings for HP, MP and 2 — LP cylinders and supply one complete set of spare rings.

Open up HP, MP and LP valves for examination.

Open up eccentric straps for examination and adjustment.

Open up top and bottom end bearings, remove connecting rods and lift main engine crankshaft for examination of main bearings, adjust and re-assemble.

Open up cooling water system for cleaning and inspection including supply of piston rings as detailed.

30 Our price would be: 45,000.00

HONGKONG DOLLARS FORTY FIVE THOUSAND ONLY.

Exclusive of any repairs or renewals or remetalling of bearings or accentric straps.

Exhibit WTG 1.  
 Estimate for  
 Repairs by the  
 Hong Kong &  
 Whampoa Dock  
 Co. Ltd.  
 21st April, 1952.

Ref. No. 31  
 Referred to in  
 Doc. No. 11  
 continued.

To *Thrust Block*

Open up Thrust Block for inspection and adjustment of collars and shoes and clean cooling water system. Exclusive of repairs, removals or remetalling.

Our price would be: HK\$ 1,500.00

HONGKONG DOLLARS ONE THOUSAND FIVE HUNDRED ONLY.

To *Air Pump*

Open up two (2) pump cylinders and valve plates for examination. Open up two (2) steam cylinders and steam valve chests for examination, adjust and re-assemble.

10

Exclusive of repairs and renewals.

Our price would be: 2,000.00

HONGKONG DOLLARS TWO THOUSAND ONLY.

Centrifugal Circulating Pump

Open up two (2) engines for inspection, adjust and re-assemble.

Open up one (1) pump casing for examination of impeller shaft, bearings and sealing rings. Exclusive of repairs and renewals.

Our price would be: 2,000.00 20

HONGKONG DOLLARS TWO THOUSAND ONLY.

To *Main Condenser*

Open up main condenser for cleaning of water space, test and mark tubes for renewal. Re-test after renewal of tubes. Close up and rejoin doors on completion.

Exclusive of repairs and renewals to tubes.

Our price would be: 3,500.00

HONGKONG DOLLARS THREE THOUSAND FIVE HUNDRED ONLY.

To *Feed Pumps*

Open up steam and water ends and valve boxes of two (2) Weir Feed Pumps, adjust and re-assemble.

30

Exclusive of repairs and renewals.

Our price would be: 1,500.00

HONGKONG DOLLARS ONE THOUSAND FIVE HUNDRED ONLY.

To *Steam Driven Generators*

Open up, clean and adjust two (2) steam engines, renew piston rings and supply one (1) spare set of each size.

Lift crankshafts for examination of main bearings and open up top and bottom bearings for examination and adjustment.

Overhaul two (2) dynamos and shunt regulators.

40

Exclusive of repairs and renewals.

Our price would be: HK\$ 7,000.00

HONGKONG DOLLARS SEVEN THOUSAND ONLY.

To *Electric Wiring*

Megger test main cables from generators to switchboard, fan switchboard to first distribution point outside engine room, and electric wiring throughout ship.

Our price would be: 600.00

HONGKONG DOLLARS SIX HUNDRED ONLY.

An estimate of repairs and renewals will be given after the above tests are completed.

To *Tailshaft*

Remove propeller and draw tailshaft inboard for examination of shaft and bearings. Re-instal and repack stern gland.

Exclusive of repairs or renewals to bearings.

Our price would be: 4,500.00

HONGKONG DOLLARS FOUR THOUSAND FIVE HUNDRED ONLY.

To *Sea Valves*

- 10 Open up inlet and discharge valves for overhaul, clean and paint internally, re-assemble, rejoin and pack glands.

Our price would be: 1,500.00

HONGKONG DOLLARS ONE THOUSAND FIVE HUNDRED ONLY.

To *Terms of Payment*

- 20 In view of prevailing currency restrictions we should, in the event of this tender being accepted, require the total tender price in Hongkong Dollars to be deposited at time of acceptance with the Hongkong & Shanghai Banking Corporation in Hongkong under mutual acceptable arrangements for the payment to us of the appropriate instalments during the progress of the work and for the settlement of our account in full before the vessel leaves our work.

Yours faithfully,

HONGKONG & WHAMPOA DOCK CO. LIMITED

A. STORRAR  
Chief Manager

Exhibit WTG-2  
Ref. No. 32  
Referred to in  
Doc. No. 11

30

26th June, 1952.

Dear Sir,

I have the honour to inform you that I have authorised the Hongkong & Whampoa Dock Co., Ltd., to draw HK\$100,000.- (One hundred thousand Hongkong Dollars) on the joint account in the name of said Company and this Consulate-General.

I am, dear Sir,  
Yours truly,

KWEEDJIEHOO,  
Consul-General.

40

The Manager,  
Hongkong & Shanghai Banking Corp.,  
*Present.*

Exhibit WTG 1.  
Estimate for  
Repairs by the  
Hong Kong &  
Whampoa Dock  
Co. Ltd.  
21st April, 1952.

Ref. No. 31  
Referred to in  
Doc. No. 11  
*continued.*

Exhibit WTG 2.  
Letter — Kwee  
Djie Hoo to  
Hong Kong &  
Shanghai  
Banking  
Corporation.  
26th June, 1952.

Ref. No. 32  
Referred to in  
Doc. No. 11

Exhibit WTG-3  
 Letter—Hong  
 Kong &  
 Whampoa Dock  
 Co. Ltd. to  
 Kwee Djie Hoo.  
 27th June, 1952.

Exhibit WTG-3  
 Ref. No. 33  
 Referred to in  
 Doc. No. 11

HONG KONG & WHAMPOA DOCK CO., LTD.  
 WTG/JN

27th June, 1952.

Ref. No. 33  
 Referred to in  
 Doc. No. 11

Mr. Kweedjihoo,  
 Consulate General of the Republic of Indonesia,  
 HONG KONG.

Dear Sir,

S.S. "TASIKMALAJA"

10

We presume that you are conversant with the legal action which has recently been taken against the above-named vessel. On the 25th instant, a writ was served on board which we understand is in respect of an account unpaid, and to-day the Bailiff of the Marine Court has made a further visit to the ship and lodged a writ, which we understand is in respect of disputed ownership. According to our information, four men have been posted on board by the Bailiff.

Pending further instruction from yourself or from the Marine Court, we shall continue to carry out repairs to the vessel, in accordance with your instructions and the correspondence which has been exchanged between us.

20

Yours faithfully,  
 HONG KONG & WHAMPOA DOCK CO., LTD.  
 (Sgd.) A STORRAR,  
 Chief Manager.

Exhibit PJG 1.  
 Cable — Sevans  
 (Ross, Selph,  
 Carrascoso &  
 Janda) to  
 Wilgrist  
 (Wilkinson  
 & Grist).  
 31st July, 1952.

Exhibit PJG-1  
 Ref. No. 34  
 Referred to in  
 Doc. No. 12

MNU461 MANILA 53 31 1558

WILGRIST HONGKONG

30

Ref. No. 34  
 Referred to in  
 Doc. No. 12

POWER ATTORNEY DOES NOT REQUIRE PRIVATE CORPORATE SEAL AND NEED NOT BE REGISTERED ANY PUBLIC OFFICE UNLESS NOTARIZED WHEN COPY WILL BE FILED IN OFFICE CLERK OF COURT UNDER NAME OF NOTARY THERE IS NO INDEX NAMING GRANTORS AND RECORDS VOLUMINOUS CAN YOU GIVE DATE NAME NOTARY AND NAME AGENT.

SEVANS.

Exhibit "A"  
Ref. No. 35  
Referred to in  
Doc. No. 52

Exhibit "A"  
Letter—  
Hong Kong &  
Whampoa  
Dock Co. Ltd.  
to M. A. da  
Silva.  
8th July, 1952.

**Exhibit to Affidavit Included in Record of Proceedings on Insistence by  
the Government of the Republic of Indonesia but Objected to by Juan  
Ysmael & Company Incorporated.**

**HONG KONG & WHAMPOA DOCK CO., LTD.**

Ref. No. 35  
Referred to in  
Doc. No. 52

8th July, 1952.

10 M. A. da Silva, Esq.,  
Gloucester Building,  
Hong Kong.

Dear Sir,

Re: S.S. "TASIKMALAJA"

We understand that you are acting for Juan Ysmael & Co., Inc., Manila, in connection with matters relating to the abovenamed ship which is at our premises undergoing repairs. We also understand that Juan Ysmael & Co., Inc., desires that we should continue with these repairs, and we shall be glad if you will confirm to us in writing that your client will be responsible for the payment of the balance  
20 of our bills irrespective of any decisions which may be made by the Court in this matter.

The ship is at present in *custodia legis* and it is therefore imperative that we receive this written assurance.

Yours faithfully,

HONG KONG & WHAMPOA DOCK CO., LTD.

(Sd.) W. T. GRIMSDALE,  
Secretary.

c.c. Messrs. Wilkinson & Grist.

30

Exhibit "B"  
Ref. No. 36  
Referred to in  
Doc. No. 52

Exhibit "B"  
Letter—  
Juan Ysmael  
& Co. Inc.,  
to Hong Kong  
& Whampoa  
Dock Co. Ltd.  
10th July, 1952.

**Exhibit to Affidavit Included in Record of Proceedings on Insistence by  
Government of the Republic of Indonesia but Objected to by Juan  
Ysmael & Company Incorporated.**

Hong Kong, 10th July, 1952.

Ref. No. 36  
Referred to in  
Doc. No. 52

Messrs. Hong Kong & Whampoa Dock Co., Ltd.,  
HONG KONG.

Dear Sirs,

40

Re: S.S. "Tasikmalaja" Admiralty Jurisdiction  
Action No. 8 of 1952.



*Exhibit "B"*  
*Letter—*  
*Juan Ysmael*  
*& Co. Inc.,*  
*to Hong Kong*  
*& Whampoa*  
*Dock Co. Ltd.*  
*10th July 1952.*

Ref. No. 36  
Referred to in  
Doc. No. 52  
*continued.*

I confirm on behalf of Messrs. Juan Ysmael & Co., Inc., that the said Messrs. Juan Ysmael & Co., Inc. will be responsible for the payment of the balance of your bills irrespective of any decisions which may be made by the Court in this matter.

Yours faithfully,

Juan Ysmael & Co., Inc.  
by their Atty.  
(Sd.) KHALIL KHODR.  
(Under Power of Attorney  
registered No. 29347,  
dated June 17, 1952)

10

*Appeal*  
*Exhibit KK-1*  
*Letter—*  
*M. A. da Silva*  
*to Wilkinson*  
*& Grist.*  
*24th September*  
*1952.*

Ref. No. 37  
Referred to in  
Doc. No. 68

Messrs. Wilkinson & Grist.  
PRESENT.

*Appeal*  
*Exhibit KK-1*  
*Ref. No. 37*  
*Referred to in*  
*Doc. No. 68*

24th September, 1952.

Dear Sirs,

Re: Appeals Nos. 11, 12, 14, & 15 of 1952.

20

I am instructed to ask whether your clients will (as regards Juan Ysmael & Co., Inc. only):—

- (1) Provide security for the costs of all appeals in the sum of \$12,500.00.
- (2) Provide security for the costs of the various applications for stay in the appeals in the sum of \$4,000.00.
- (3) Provide security in appeals Nos. 14 & 15 of 1952 for the costs ordered in the Court below as taxed and allowed.
- (4) Provide security for watchmen's fees and Bailiff's expenses in the sum of \$4,000.00.

Nos. (1) and (4) will be by way of payment into Court and Nos. (2) and (3) will be by way of payment to me on the usual undertaking by me to refund if ordered.

I shall be obliged for your reply by 4 p.m. on Friday the 26th instant, failing which a Motion will be filed.

Yours faithfully,

(Sd.) MARCUS DA SILVA.

*Appeal*  
Exhibit KK-2  
Ref. No. 38  
Referred to in  
Doc. No. 68

*Appeal Exhibit*  
KK-2  
Letter—  
M. A. da Silva  
to Wilkinson  
& Grist.  
25th September,  
1952.

25th September, 1952.

Ref. No. 38  
Referred to in  
Doc. No. 68

Messrs. Wilkinson & Grist,  
PRESENT.

Dear Sirs,

10

Re: Appeals Nos. 11, 12, 14 & 15 of 1952.

Further to paragraph (3) of my letter of yesterday's date, my two bills of costs in A. J. Action Nos. 6 & 8 of 1952 have been taxed and allowed at in the respective sums of \$4,432.14 and \$18,920.00, i.e. a total of \$23,352.14.

I am instructed to formally demand payment.

Yours faithfully,  
(Sd.) MARCUS DA SILVA.

20

*Appeal*  
Exhibit KK-3A  
Ref. No. 39  
Referred to in  
Doc. No. 68

*Appeal*  
Exhibit KK-3A  
Letter—  
Wilkinson  
& Grist to  
M. A. da Silva.  
25th September,  
1952.

Hong Kong 25th September, 1952.

Your Ref. 346/52.

Our Ref. PJG:DC.

M. A. da Silva Esq.,  
Hong Kong.

Ref. No. 39  
Referred to in  
Doc. No. 68

Dear Sir,

Re: Appeals Nos. 11, 12, 14 & 15 of 1952.

We thank you for your letter of the 24th instant with reference to the question of security for costs.

30

As you are well aware, we have to take instructions on this matter from some distance, and even by cable it will be impossible to obtain the same by the date indicated in your letter.

We are at the moment taking instructions, and will inform you as soon as we receive them.

Yours faithfully,  
(Sd.) WILKINSON & GRIST.

Appeal  
Exhibit AL-1  
Letter—  
Stewart & Co.  
to Wilkinson &  
Grist.  
26th September,  
1952.

Ref. No. 40  
Referred to in  
Doc. No. 74

Messrs. Wilkinson & Grist,  
Solicitors,  
Dear Sirs,

Re: *Admiralty Jurisdiction Action No. 6 of 1952.*

This is to let you know that our bill in respect of the Motion in the above Action has been taxed and allowed at HK\$12,991.70. We are instructed to ask for payment.

Yours faithfully,  
(Sd.) STEWART & CO.

Hongkong, 26th September, 1952.

10

Appeal  
Exhibit AL-2  
Letter—  
Stewart & Co.  
to Wilkinson &  
Grist.  
27th September,  
1952.

Ref. No. 41  
Referred to in  
Doc. No. 74

Messrs. Wilkinson & Grist,  
Solicitors,  
Dear Sirs,

Re: *Appeals Nos. 11, 12, 14 and 15 of 1952.*

We are instructed to ask you if so far as our client is concerned you will provide security for costs as follows:—

(a) For the costs of all Appeals . . . . .	HK\$8,000.00	
(b) For the costs of the applications to the Full Court . . . . .	HK\$4,000.00	
(c) For the costs ordered in the Court below as taxed and allowed		30
(d) For Watchmen's fees and expressly the sum mentioned in our letter of 17/9/52 . . . . .	HK\$ 421.00	

Yours faithfully,  
(Sd.) STEWART & CO.

Hongkong, 27th September, 1952.

20

Appeal  
Exhibit AL-3  
Letter—  
Stewart & Co.  
to Wilkinson &  
Grist.  
1st October,  
1952.

Ref. No. 42  
Referred to in  
Doc. No. 74

Messrs. Wilkinson & Grist,  
Solicitors,  
Dear Sirs,

Re: *Admiralty Action No. 6 of 1952.*

*Appeals Nos. 11, 12, 14 and 15.*

May we ask you for replies to our letters of the 26th and 27th September respectively.

Yours faithfully,  
(Sd.) STEWART & CO.

Appeal  
Exhibit AL-3  
Ref. No. 42  
Referred to in  
Doc. No. 74

Hongkong, 1st October, 1952.

40

*Appeal*  
 Exhibit PJG-1  
 Ref. No. 43  
 Referred to in  
 Doc. No. 81

*Appeal*  
 Exhibit PJG-1  
 Affidavit of  
 Peter John  
 Griffiths filed in  
 Appeal  
 No. 15 of 1952.  
 30th October,  
 1952.  
 ———  
 Ref. No. 43  
 Referred to in  
 Doc. No. 81

**Exhibit to Affidavit Included in Record of Proceedings on Insistence by  
 the Government of the Republic of Indonesia but Objected to by Juan  
 Ysmael & Company Incorporated.**

IN THE SUPREME COURT OF HONG KONG  
 APPELLATE JURISDICTION  
 APPEAL NO. 15 OF 1952

10

(On Appeal from Admiralty Jurisdiction Action No. 8 of 1952)

BETWEEN

The Government of the Republic of Indonesia  
 and  
 Juan Ysmael & Company Incorporated

Appellants  
 (Defendants)  
 Respondents  
 (Plaintiffs)

I, PETER JOHN GRIFFITHS of No. 2 Queen's Road Central Victoria in  
 the Colony of Hongkong Solicitor a Partner in the firm of Messrs. Wilkinson &  
 20 Grist of the same address hereby make oath and say as follows:—

1. I have the conduct of this Appeal on behalf of the Appellant.
2. There is now produced to me and marked Exhibit PJG 1 a copy of a letter dated the 28th day of October 1952 which was received by my firm from the Solicitor for the above Respondents.
3. There is also produced to me and marked Exhibit PJG 2 a copy of the Notice of Motion referred to in the said letter which has been filed in Admiralty Action No. 8 of 1952.
4. There is also produced to me and marked Exhibit PJG 3 a copy of the Affidavit in support of the said Motion referred to in the said letter and also  
 30 filed in the said Action.

AND lastly the contents of this my Affidavit are true.

SWORN at the Courts of Justice Victoria )  
 in the Colony of Hongkong this ) (Sd.) P. J. GRIFFITHS  
 30th day of October 1952. )

Before me,

(Sd.) C. D'ALMADA E CASTRO.

A Commissioner etc.

*Appeal  
Exhibit PJG-1  
Affidavit of  
Peter John  
Griffiths filed in  
Appeal  
No. 15 of 1952.  
30th October,  
1952.*

Ref. No. 43  
Referred to in  
Doc. No. 81  
*continued.*

This is the Exhibit marked PJG 1 referred to in the affidavit of Peter John Griffiths sworn before me this 30th day of October, 1952.

(Sd.) C. D'ALMADA E CASTRO.

A Commissioner etc.

28th October, 1952.

From M. A. da Silva  
Messrs. Wilkinson & Grist,  
Present.

10

Dear Sirs,

Re: S.S. "Tasikmalaja"

As regards your Clients viz the Indonesian members of the crew of the abovenamed vessel I am making application ex parte (as it should be) on Thursday next the 30th instant at 9.15 a.m. before the Honourable Mr. Justice Reece in the terms of the enclosed copy Motion (with Affidavit in support also enclosed herewith).

If you desire to be present I will place no objections to your attendance and to your being heard.

Yours faithfully,

20

(Sd.) M. A. DA SILVA.

---

This is the Exhibit marked PJG-2 referred to in the affidavit of Peter John Griffiths sworn before me this 30th day of October, 1952.

(Sd.) C. D'ALMADA E CASTRO,

A Commissioner etc.

IN THE SUPREME COURT OF HONG KONG  
ADMIRALTY JURISDICTION  
ACTION NO. 8 OF 1952

Appeal  
Exhibit PJG-1  
Affidavit of  
Peter John  
Griffiths filed in  
Appeal  
No. 15 of 1952.  
30th October,  
1952.  
Ref. No. 43  
Referred to in  
Doc. No. 81  
continued.

BETWEEN

Juan Ysmael & Company Incorporated

Plaintiffs

and

The Steamship "Tasikmalaja" (ex  
the steamship "Christobal" and  
the steamship "Haleakala")

Defendant

10

NOTICE OF MOTION

Counsel on behalf of the abovenamed Plaintiffs to move the Court in Chambers  
ex parte for an Injunction to forthwith restrain:

Order 11 rules  
7 and 8, Order  
17 r.8 of the  
Code of Civil  
Procedure and  
Rules of Court  
(Cap. 4) and  
the Inherent  
Jurisdiction.

20

30

- |                   |                    |
|-------------------|--------------------|
| 1. J. D. Mandagi  | 21. R. Sudarsono   |
| 2. M. Sahabu      | 22. A. Karauwan    |
| 3. H. Lumisay     | 23. V Pongilatan   |
| 4. Sudjajos       | 24. V. Kaparang    |
| 5. Thomas Lowel   | 25. C. Lombogia    |
| 6. E. Tjong Sui   | 26. P. Kaparang    |
| 7. Sudarman       | 27. J. Walandouw   |
| 8. A. Taubara     | 28. Kaka           |
| 9. L. Tjong Jung  | 29. Sigama         |
| 10. P. Rozenberg  | 30. Hassan 2       |
| 11. J. Lewiresa   | 31. Tjolli         |
| 12. Joh Walandouw | 32. Matheos Boko   |
| 13. Ahmed         | 33. Jan A. Mandang |
| 14. M. Sigar      | 34. Rudkin Mosoi   |
| 15. D. Sumolang   | 35. Jan Pieters    |
| 16. N. Nanlohy    | 36. Idrus Ishag    |
| 17. Tjali Toba    | 37. Hendrik Tampi  |
| 18. Ali           | 38. Lamburi        |
| 19. R. Walandouw  | 39. Duhung         |
| 20. Ahmad Gígil   | 40. Ento Suminto.  |

from remaining or going on board the above named Defendant vessel and for an  
order as to the costs of and incidental to this Notice of Motion.

Dated the 28th day of October 1952.

(Sd.) MARCUS DA SILVA,

Solicitor for the Plaintiffs.

Appeal  
Exhibit PJG-1  
Affidavit of  
Peter John  
Griffiths filed in  
Appeal  
No. 15 of 1952.  
30th October,  
1952.

Ref. No. 43  
Referred to in  
Doc. No. 81  
continued.

This is the Exhibit marked PJG-3 referred to in the affidavit of Peter John Griffiths sworn before me this 30th day of October, 1952.

(Sd.) C. D'ALMADA E CASTRO,

A Commissioner etc.

IN THE SUPREME COURT OF HONG KONG  
ADMIRALTY JURISDICTION  
ACTION NO. 8 OF 1952

BETWEEN

Juan Ysmael & Company Incorporated

Plaintiffs

10

and

The steamship "Tasikmalaja" (ex  
the steamship "Christobal and the  
the steamship "Haleakala")

Defendant.

I Khalil Khodr of Kimberley Hotel in the Dependency of Kowloon in the Colony of Hong Kong Merchant make oath and say as follows:—

1. I am authorised to make this affidavit on behalf of the Plaintiff Company.
2. The Plaintiff Company are the sole owners of the above named Defendant vessel having been decreed legal possession of the said vessel by a Judgment rendered herein on the 24th day of October 1952. 20
3. On the same day thereafter on my instructions the Plaintiff Company's Solicitor Mr. M. A. da Silva gave written notice to the following members of the crew of the defendant vessel viz:

- |                  |                   |
|------------------|-------------------|
| 1. J. D. Mandagi | 9. L. Tjong Jung  |
| 2. M. Sahabu     | 10. P. Rozenberg  |
| 3. H. Lumisay    | 11. J. Lewiresa   |
| 4. Sudjajos      | 12. Joh Walandouw |
| 5. Thomas Lowel  | 13. Ahmed         |
| 6. E. Tjong Sui  | 14. M. Sigar      |
| 7. Sudarman      | 15. D. Sumolang   |
| 8. A. Taubara    | 16. L. Nanlohy    |

30

- |                    |                    |
|--------------------|--------------------|
| 17. Tjali Toba     | 29. Sigama         |
| 18. Ali            | 30. Hassan 2       |
| 19. R. Walandouw   | 31. Tjolli         |
| 20. Ahmad Gigil    | 32. Matheos Boko   |
| 21. R. Sudarsano   | 33. Jan A. Mandang |
| 22. A. Karauwan    | 34. Rudkin Mosoi   |
| 23. V. Pongilatan  | 35. Jan Pieters    |
| 24. V. Kaparang    | 36. Idrus Ishag    |
| 25. C. Lombogia    | 37. Hendrik Tampi  |
| 10 26. P. Kaparang | 38. Lamburi        |
| 27. J. Walandouw   | 39. Duhung         |
| 28. Kaka           | 40. Ento Suminto.  |

*Appeal  
Exhibit PJG-1  
Affidavit of  
Peter John  
Griffiths filed in  
Appeal  
No. 15 of 1952.  
30th October,  
1952.*

*Ref. No. 43  
Referred to in  
Doc. No. 81  
continued.*

to leave the said ship by 3 p.m. as per copy letter attached marked KK-1 to which a reply was received from their solicitors Messrs. Wilkinson & Grist as per letter produced marked KK-2 with copy attached marked KK-2A.

4. Again on my instructions Mr. M. A. Silva wrote to Messrs. Wilkinson & Grist on the same day as per copy letter attached marked KK-3 giving the said crew members final notice to quit the said vessel by 12 noon on the 25th October 1952 with which notice they failed to comply as of date.
- 20 5. The Plaintiff Company at Manila has instructed me that the said ship is to be sent back immediately to Manila for an intended charter but I have sought instructions as to a possible pending sale (being negotiated) locally and my instructions are that the sale would have to be completed and fully paid for by Thursday next the 30th day of October 1952 otherwise the ship (with all repairs obligations paid off) will have to be sent immediately to Manila. In either case it is urgent that the ship should be forthwith cleared of the said dissident members of the crew comprising over 80% of the crew on board, as the previous conduct and behaviour of the said crew members exemplified in the contempt proceedings instituted in this action to which I
- 30 I crave leave to refer, do not leave me free of apprehension of sabotage to the newly repaired engines etc or to the steering mechanism of the vessel such sabotage being very difficult to guard against in view of the said dissident members of the crew constituting the large majority thereof on board: Neither I firmly believe will these dissident crew members obey any orders of our Acting Captain Jose Maria Silos.
6. I crave leave to refer to the previous affirmations filed herein and I verily believe that the Indonesian Consul General has paid off all salary dues of these crew members to date.



*Appeal  
Exhibit PJG-1  
Affidavit of  
Peter John  
Griffiths filed in  
Appeal  
No. 15 of 1952.  
30th October,  
1952.*

7. I have arranged with the Sailors' Home and Seamen's Institute at No. 14 Gloucester Road, Hong Kong for the accommodating and boarding of the defendants ashore.

AND LASTLY the contents of this my affidavit are true.

SWORN at the Courts of Justice Victoria  
Hong Kong this 28th day of October 1952.

(Sd.) KHALIL KHODR

Ref. No. 43  
Referred to in  
Doc. No. 81  
*continued.*

Before me

(Sd.) C. D'ALMADA E CASTRO,

A Commissioner etc.

THIS is the exhibit marked KK-1 re- 10  
ferred to in the affidavit of Khalil Khodr  
filed herein on the 28th day of October  
1952.

(Sd.) C. D'ALMADA E CASTRO,

A Commissioner etc.

346/52

24th October, 1952.

Dear Sirs,

You are informed that by a Judgment of this morning of the Honourable Mr. Justice Courtenay Walton Reece in Admiralty Jurisdiction Action No. 8 of 1952 Juan Ysmael & Company Incorporated were decreed legal possession of the s.s. 20 Tasikmalaja.

I am now instructed by the said Juan Ysmael & Company Incorporated to order that you should leave the ship by 3 p.m. today. It is imperative that this order be obeyed and you are warned that any refusal to comply will be followed by immediate action.

Yours faithfully,

(Sd.) MARCUS DA SILVA.

(here follows the full list of names of the forty crew members).

This is the Exhibit Marked KK-2A referred to in the Affidavit of Khalil Khodr filed herein on the 28th day of October 1952.

*Appeal Exhibit PJG-1 Affidavit of Peter John Griffiths filed in Appeal No. 15 of 1952. 30th October, 1952.*

(Sd.) C. D'ALMADA E CASTRO,

A Commissioner etc.

24th October, 1952.

*Ref. No. 43 Referred to in Doc. No. 81 continued.*

M. A. da Silva Esq.,  
Hong Kong.  
10 Dear Sir.

**Re: SS Tasikmalaja**

Your letter of even date addressed to forty Indonesian crew members of the SS Tasikmalaja has been handed to us with instructions to reply thereto.

It is noted that your clients were decreed legal possession of the vessel but it appears that she is still under arrest and therefore in the custody of the Bailiff. In view of these circumstances we feel that the second paragraph of your letter is premature.

You will in any event bear in mind that these crew members will have to be signed off and discharged in the proper manner and for this purpose it will of course be recalled that the vessel is registered under the Indonesian flag and that the crew members should be signed off at the Indonesian Consulate. Our clients understand that it has been your contention that they are your servants.

The question of the repatriation of the crew also arises and we believe that it is necessary to obtain the permission of the Immigration Authorities before discharging a foreign crew in Hong Kong.

Yours faithfully,

(Sd.) WILKINSON & GRIST.

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Appeal  
Exhibit PJG-1  
Affidavit of  
Peter John  
Griffiths filed in  
Appeal  
No. 15 of 1952.  
30th October,  
1952.

Ref. No. 43  
Referred to in  
Doc. No. 81  
continued.

This is the exhibit marked KK-3 referred to in the Affidavit of Khalil Khodr filed herein on the 28th day of October 1952.

Before me,

(Sd.) C. D'ALMADA E CASTRO,

A. Commissioner etc.

24th October, 1952.

Messrs. Wilkinson & Grist,  
Present.  
Dear Sirs,

10

Re: SS Tasikmalaja

I am in receipt of your letter of even date.

I am advised by Counsel that as a result of today's decree my clients are entitled to make such dispositions as they wish in the matter of the crew.

I am however forwarding a copy of this correspondence to the Bailiff.

On behalf of the Government of the Republic of Indonesia your goodselves formerly produced a letter from these 40 persons refusing to accept orders from the now legally decreed owners of the vessel — my clients. I go so far as to say therefore that the continued presence of these 40 persons on board the vessel is a contempt of the Court's declaration. In any event your clients refuse to leave the vessel at their peril and if they are not off by 12 noon tomorrow 25th October, 1952 my clients will apply to the Court for an order.

20

In answer to your last two paragraphs you will recall that the Indonesian Registry to which you refer is not admitted by my clients and in any event any question of signing off or repatriation of these dissident members of the crew can be attended to hereafter.

I am instructed to add that my clients assume full responsibility for all monies for which the ship may be found legally liable in respect of the crew.

Yours faithfully,

30

(Sd.) MARCUS DA SILVA.

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Appeal  
Exhibit PJG-1  
Ref. No. 44  
Referred to in  
Doc. No. 82

Appeal  
Exhibit PJG-1  
Affirmation of  
Marjoenani  
filed in A. J.  
Action No. 13  
of 1952.  
20th Nov. 1952.

**Exhibit to Affidavit Included in Record of Proceedings on Insistence by  
the Government of the Republic of Indonesia but Objected to by Juan  
Ysmael & Company Incorporated.**

Ref. No. 44  
Referred to in  
Doc. No. 82

IN THE SUPREME COURT OF HONG KONG  
ADMIRALTY JURISDICTION

10

Action No. 13 of 1952

BETWEEN:

HONG KONG & WHAMPOA DOCK CO. LTD. Plaintiffs

— and —

THE STEAMSHIP "TASIKMALAJA" Defendants

I, MARJOENANI of the Indonesian Embassy, 38 Grosvenor Square, London,  
W.1, do solemnly sincerely and truly declare and affirm as follows:—

1. I am the duly authorised Charge d'Affaires of the Indonesian Government,  
appointed to represent the interests of such Government in London, and I  
am authorised by my said Government to make this Affirmation.
2. As the duly authorised representative of the said Government in London I  
am entitled to immunity in any proceedings in the Courts of Hong Kong  
relating to State property. Indonesia is an independent sovereign State and  
I am authorised by my Government to object to the purported exercise of  
any jurisdiction over the State of Indonesia or over the property of that  
State or its diplomatic representatives.

20

Appeal  
Exhibit PJG-1  
Affirmation of  
Marjoenani.  
filed in A. J.  
Action No. 13  
of 1952.  
20th Nov., 1952.

Ref. No. 44  
Referred to in  
Doc. No. 82  
continued.

- 3. On the instructions of my said Government, I formulated on the 14th day of November 1952 to the Foreign Secretary of Her Majesty's Britannic Government, a claim to ownership and possession of the vessel S.S. "Tasikmalaja", which I am informed and verily believe is within the jurisdiction of the Hong Kong Courts, and is the subject of certain proceedings at present before those Courts.
- 4. There is now produced and shown to me marked "M-1" a copy of the letter dated the 14th November 1952, written on behalf of my said Government, formulating the said claim for immunity in the case of the said vessel S.S. "Tasikmalaja."
- 5. For the reasons set out in the said letter I respectfully submit on behalf of my said Government that Her Majesty's Britannic Courts in Hong Kong should declare that the ship S.S. "Tasikmalaja" which is the subject of these proceedings, is immune from their jurisdiction and these proceedings should accordingly be stayed.

10

AFFIRMED at 38, Grosvenor )  
 Square in the County of )  
 London, England, this 20th ) (Sd.) MARJOENANI  
 day of November 1952 )

Before me,

(Sd.) ALAN RICKETTS

20

Not: Pub: (Seal)

A Notary Public and

a Commissioner for Oaths.

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"M. 1"

IN THE SUPREME COURT OF HONG KONG  
ADMIRALTY JURISDICTION

Action No. 13 of 1952

BETWEEN:

HONG KONG & WHAMPOA DOCK CO. LTD.                      Plaintiffs

— and —

THE STEAMSHIP "TASIKMALAJA"                      Defendants

This is the Exhibit marked "M. 1" referred to in the Affirmation of  
10 MARJOENANI affirmed herein this 20th day of November 1952.

Before me,

(Sd.) ALAN RICKETTS

(Seal)

Not: Pub:

A Notary Public and  
a Commissioner for Oaths.

K 2553

INDONESIAN EMBASSY

The Charge d'Affaires of the Republic of Indonesia presents his  
compliments to Her Majesty's Principal Secretary of State for Foreign Affairs  
and in connection with the case of the s.s. "Tasikmalaja," has the honour to  
20 communicate as follows.

On the instructions of the Government of the Republic of Indonesia, the  
Charge d'Affaires has the honour to refer to the Note of the Ministry of  
Foreign Affairs of the Republic of Indonesia addressed to Her Majesty's  
Embassy for the United Kingdom of Great Britain and Northern Ireland in  
Djakarta on the 27th October 1952, in which the Government of the Republic  
of Indonesia formally made a claim to the ownership and possession of the  
vessel s.s. "Tasikmalaja," which is at present within the jurisdiction of the  
Courts of Hongkong.

On the further instructions of the Indonesian Government the Charge  
30 d'Affaires has the further honour to confirm the claim which was put forward  
in the said Note, to the effect that the Indonesian Government as a sovereign

Appeal  
Exhibit PJG-1  
Affirmation of  
Marjoenani.  
filed in A. J.  
Action No. 13  
of 1952.  
20th Nov. 1952.  
—  
Ref. No. 44  
Referred to in  
Doc. No. 82  
continued.

Appeal  
Exhibit PJG-1  
Affirmation of  
Marjoenani.  
filed in A. J.  
Action No. 13  
of 1952.  
20th Nov. 1952.

Ref. No. 44  
Referred to it,  
Doc. No. 82  
continued.

state is entitled to immunity in the Courts of the said Colony, which are not entitled to implead the sovereign rights of the Indonesian Government or to enquire into the subject matter of proceedings pending before them in respect of the said vessel s.s. "Tasikmalaja."

The grounds upon which the Charge d'Affaires is instructed to put forward the Indonesian Government's claim for sovereign immunity are that the ownership is claimed by the Indonesian Government of the said vessel, which was brought into the jurisdiction of the Hong Kong Courts by a Master and crew acting on the instructions of, and in obedience to, orders of the Indonesian Government. The said vessel is in fact State property and is destined for troop carrying operations. 10

The Charge d'Affaires is instructed to make it clear that up to the date when the said vessel entered the jurisdiction of the Hongkong Courts, there was no indication of any disloyalty from the Master of the vessel or the Philippino members of the crew, and even after that date the Indonesian crew, comprising over 80% of the crew members, have remained completely loyal to his Government. In fact, the Indonesian crew at all material times has been, and still is, in possession and control of the said vessel on behalf of the Indonesian Government.

The said vessel is registered under and is flying the Indonesian flag, the former Panamanian flag having been lowered in the presence of the Panamanian Consulate representative in Hongkong. The said vessel has an Indonesian Certificate of Nationality and was delivered to a dock Company in Hongkong for repairs by the Indonesian Government. 20

A Bill of Sale at present in possession of the Indonesian Government can, if required, be produced as prima facie evidence of title.

Having regard to the information supplied above, the Charge d'Affaires has the honour to suggest that His Excellency should formally confirm in writing that the Government of the Republic of Indonesia are entitled to immunity in the Hongkong Courts and that a copy of this letter, together with such confirmation, should be transmitted to the Authorities in Hongkong for their attention. 30

The Charge d'Affaires, while expressing his sincere thanks to Her Majesty's Principal Secretary of State for Foreign Affairs, for his intermediary in this matter, avails himself of this opportunity to convey to His Excellency the assurances of his highest consideration.

14th November, 1952

Her Majesty's Principal Secretary of State for Foreign Affairs,  
Foreign Office,  
S. W. 1.

Appeal  
Exhibit MAS-1.  
Ref. No. 45  
Referred to in  
Doc. No. 96

Appeal  
Exhibit MAS-1  
Letter—  
M. A. da Silva  
to Clerk to  
Chief Justice.  
21st March  
1953.

21st March, 1953.

The Clerk to His Honour The Chief Justice

Dear Sir,

Re: Appeals Nos. 14 and 15 of 1952.  
"TASIKMALAJA"

10

Shortly after the decision of the Full Court, I made an application for the transcript of the shorthand notes and a copy of the judge's notes.

I regret that up to date I have not received same and that this has delayed me from getting the records ready. I am compelled to make an official complaint. It will now appear that I will have to make an application to the Full Court for an extension of time. I shall be obliged if you will give this matter your urgent attention.

Yours faithfully,

(Sd.) MARCUS DA SILVA.

Ref. No. 45  
Referred to in  
Doc. No. 96

20

Appeal  
Exhibit MAS-2  
Ref. No. 46  
Referred to in  
Doc. No. 96

Appeal  
Exhibit MAS-2  
Letter—  
M. A. da Silva  
to Clerk to  
Chief Justice.  
7th April,  
1953.

7th April, 1953.

The Clerk to the Honourable The Chief Justice.

Dear Sir,

Re: Appeals Nos. 14 and 15 of 1952.

30 With reference to my letters of the 22nd January and 23rd March 1953 I note that the Notes of Proceedings for the following hearings were omitted from the transcripts supplied by you to me:—

16th September, 1952.  
24th September, 1952.  
24th October, 1952.  
31st October, 1952.  
3rd November, 1952.  
7th January, 1953.  
12th January, 1953.

40 As the records for my clients' appeal to the Privy Council are incomplete without same, please let me have two copies thereof at your earliest convenience, the charges for which I undertake to pay.

Yours faithfully,

(Sd.) MARCUS DA SILVA.

Ref. No. 46  
Referred to in  
Doc. No. 96



*Appeal*  
 Exhibit MAS-3  
 Letter—  
 M. A. da Silva  
 to Clerk to  
 Mr. Justice  
 Reece.  
 7th April,  
 1953.

*Appeal*  
 Exhibit MAS-3  
 Ref. No. 47  
 Referred to in  
 Doc. No. 96

7th April, 1953.

Ref. No. 47  
 Referred to in  
 Doc. No. 96

The Clerk to the Honourable

Mr. Justice Courtenay Walton Reece,

Supreme Court,

Hong Kong.

10

Dear Sir,

**Re: Admiralty Jurisdiction Actions Nos.  
 6 and 8 of 1952.**

I note that the following Notes of Proceedings taken by Mr. Justice Reece herein are not contained in the transcripts supplied by you to Messrs. Wilkinson & Grist for purpose of their clients' appeal to the Full Court:—

- (a) Notes of the Contempt proceedings heard on 11th July, 1952;
- (b) Notes of the proceedings on 2nd October, 1952, on the intervention of the Attorney-General;
- (c) Notes of the proceedings on 2nd October, 1952, on the examination-in-  
 chief of Khalil Khodr; and 20
- (d) Notes of the proceedings on 31st October, 1952, for an injunction  
 against 40 Indonesian crew members of the res.
- (e) Notes of the proceedings in Chambers on 31st October, 1952.

As the above are required to complete the records for my clients' appeal to the Privy Council, I shall be obliged if you will let me have, at your *earliest urgent* convenience, two copies thereof, the charges for which I undertake to pay.

Yours faithfully,

(Sd.) MARCUS DA SILVA.

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*Appeal*  
Exhibit PJG-1  
Ref. No. 48  
Referred to in  
Doc. No. 109

*Appeal*  
Exhibit PJG-1  
Letter—  
Wilkinson  
& Grist to  
M. A. da Silva.  
4th August,  
1953

M. A. da Silva, Esq.,  
HONG KONG

4th August, 1953.

Ref. No. 48  
Referred to in  
Doc. No. 109

Dear Sir,

**re: s.s. "Tasikmalaja"**

10 We note with surprise that, despite the fact that you have informed us that the Record or parts of it have been sent to the Printer, we have not yet had an opportunity of seeing the draft. We understand also that the draft had not been submitted for approval to the Registrar under whose supervision it should be prepared. As the time limited for the printing of the Record is not long, we expect to receive a copy of the draft Record at once.

Will you also please attend to the filing of the Orders made as to costs and as to the variation of the preparation of the Record.

Unless we receive the Record within a reasonable time, we shall be compelled to file an Affidavit of the facts and to apply to the Full Court for directions.

20

Yours faithfully,

(Sd.) WILKINSON & GRIST.

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In the Privy Council.

ON APPEAL  
FROM THE APPEAL COURT IN HONG KONG

BETWEEN

JUAN YSMAEL & COMPANY INCORPORATED - - - - - *Appellants.*

AND

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA *First Respondents.*  
ANTHONY LOH TRADING AS A. W. KING - - - - - *Second Respondent.*

RECORD OF PROCEEDINGS

MESSRS. REID SHARMAN & CO.,  
36, Bedford Row, W. C. 1.  
*Solicitors for the Appellants.*

MESSRS. MARKBY, STEWART & WADESONS,  
5 Bishopsgate, E.C. 2,  
*Solicitors for the First Respondents.*