

26/85

IN THE PRIVY COUNCIL

No. of 1985

O N A P P E A L F R O M

THE COURT OF APPEAL OF NEW ZEALAND

B E T W E E N

SCANCARRIERS A/S

Appellant

- AND -

AOTEAROA INTERNATIONAL LIMITED

Respondent

VOLUME II

RECORD OF PROCEEDINGS

PART II

HOLMAN FENWICK & WILLAN
Marlow House
Lloyd's Avenue
LONDON EC3N 3AL

Agents for:

CHAPMAN TRIPP SHEFFIELD YOUNG
Wellington
NEW ZEALAND

Solicitors for the Appellant

WRAY SMITH & CO
1 King's Bench Walk
LONDON EC4Y 7DD

Agents for:

EARL KENT & CO
Auckland
NEW ZEALAND

Solicitors for the Respondent

IN THE PRIVY COUNCIL

No. _____ of 1985

ON APPEAL FROM

THE COURT OF APPEAL OF NEW ZEALAND

BETWEEN

SCANCARRIERS S

Appellant

AND

AOTEAROA INTERNATIONAL LIMITED

Respondent

RECORD OF PROCEEDINGS

INDEX OF REFERENCE

PART II - EXHIBITS

1. Plaintiff's exhibits:

"1" Agreed Documents
Nos. 1 to 99

"2" Agreed Documents
Nos. 100 - 227

"3" Photograph

(Omitted)

- "4" Schedule for years 1979 to 1983 (inclusive) showing Gross Profit on Sales - Aotearoa International Limited
- "5" Memorandum 'Price Increases Negotiated after "Barranduna" Shipment' - Aotearoa International Limited
- "6" Schedule - Aotearoa International Limited - as Exhibit 4 but including Projected Sales Figures for Indian Export Programme for 1983
- "7" Telex advice Irrevocable Letter of Credit ILC/6216/597
- "8" Documentary Credit PS 348/82
- "9" Letter - Messrs Chapman Tripp to Mr N.G.L. Burton dated 6 April 1982
- "10" Copy form of Waiver of Priority by Prior Chargeholder
- "11A" Letter - New Zealand Trade Commissioner, Bangkok, to Mr A.J. Stamp, Development Finance Corporation of New Zealand, dated 29 October 1979
- "11B" Letter - First Secretary (Commercial) N.Z. Trade Commission, Jakarta, to Mr A.J. Stamp, dated 25 September 1979
- "12" "Calculation for Aotearoa International Limited Regarding Claims Against ScanCarriers"
- "13" (1) Schedule - March 1982 - Sales Actual and Projected - Aotearoa International

- (2) Schedule - April 1982
Projected Sales -
Aotearoa International
- (3) Schedule - May 1982 -
Projected Sales -
Aotearoa International
- (4) Schedule - June 1982 -
Projected Sales -
Aotearoa International
- (5) Schedule - July 1982 -
Projected Sales -
Aotearoa International

"14" TOMBARRA Voyage 64 - Tentative
Allocation 7.4.82

TOMBARRA Voyage 64 - New Zealand
Bookings as at 17.5.82

TOMBARRA Voyage 64 - New Zealand
Loading as at 10.5.82

TOMBARRA Voyage 64 - New Zealand
Loading - Sailed Napier 9.6.82

Telex - ScanCarriers,
Wellington to ScanCarriers,
Sydney, cc Hovik

"15" Letter - The East Asiatic
Company (New Zealand) Limited
to Mr J. Dreury, Tredex (N.Z.)
Ltd dated 28th May 1982

"16" Copy - ScanCarriers Bill of
Lading No. A57 - 238 Pallets
Mixed Waste - BARRANDUNA
Voyage 72 - with endorsements
(Bound with transcript of
conditions on reverse)

2. Defendant's Exhibits:

"A" Set of 5 photographs marked "A",
"B", "C", "D" and "E"

(Omitted)

"B" Typed copy telex - P. Cash to
M.M. Chopra dated 24.2.82

- "C" Set of 9 photographs marked "F",
"G", "H", "I", "J", "K", "L",
"M" and "N". (Omitted)
- "D" Incomplete Copy Not Negotiable
ScanCarriers Bill of Lading A57 -
238 Pallets Mixed Waste -
BARRANDUNA Voyage 72
- "E" Copy ScanCarriers Bill of Lading
A.223 endorsed "Pro Forma" -
239 pallets Waste Paper -
TARAGO Voyage 48
- "F" Report - David J. Ross, ACA
- "G" Copy telex - ScanCarriers,
Wellington, to ScanCarriers,
Hovik, dated 14.4.82
- "H" Specimen form contract of
affreightment

IN THE HIGH COURT OF NEW ZEALAND
IN ADMIRALTY
AUCKLAND REGISTRY

A.D. 333/82

BETWEEN AOTEOROA INTERNATIONAL
LIMITED

Plaintiff

A N D SCANCARRIERS A/S

Defendant

BUNDLE OF AGREED DOCUMENTS

Volume 1
Items 1 - 99

HIGH COURT AUCKLAND	
.....	v.
Exhibit	1
8 16 1983	Registrar

I N D E X

<u>No.</u>	<u>Date</u>	<u>Description</u>
1.	25.6.79	Letter Plaintiff to Overmeccanica Paper Machinery Prt Ltd
2.	26.7.80	Letter Siddho Mal and Sons to Plaintiff
3.	6.8.80	Letter Plaintiff to Siddho Mal and Sons
4.	Undated	Defendant's Private and confidential Advice Note 8057HC in regard commencement of service from Australia and New Zealand to the Arabian Gulf
5.	25.11.81	Defendant's announcement of new monthly service to Arabian Gulf
6.	Undated	Defendant's advice as to alteration of its service to and from New Zealand (commencing March '82)
7.	Undated	6 page precis headed "Reasons for Concentration on Indian Market"
8.	Undated	Plaintiff's estimated cash flow for five months to 31.7.82
9.	27.10.81	Letter Whale Travel Centre Limited to Plaintiff
10.	16.12.81	8 page report by Oddvar Andersen with Appendix 10
11.	22.12.81	Shipping Corporation of New Zealand Limited bill of lading 037363
12.	22.12.81	Letter of Credit Indian Overseas Bank to Plaintiff
13.	22.12.81	Diary note of Commercial Bank of Australia Limited
14.	23.12.81	Diary note of Commercial Bank of Australia Limited
15.	23.12.81	Letter Link Engineers Private Limited to Plaintiff
16.	29.12.81	Letter A.P. Export Corporation to Plaintiff

17.	31.12.81	Telex Khouw to Plaintiff
18.	31.12.81	Telex Nigel Wilson to Plaintiff
19.	5.1.82	Telex Nigel Wilson to Plaintiff
20.	5.1.82	Telex Kohyo Co Ltd to Plaintiff
21.	7.1.82	Shipping Corporation of New Zealand Limited weekly invoice/statement
22.	10.1.82	Letter Walt Cook to Paul Cash
23.	14.1.82	Letter Plaintiff to A.P. Export Corporation
24.	20.1.82	Telex Nigel Wilson to Plaintiff
25.	20.1.82	Telex enquiry by Plaintiff in regard freight New Zealand to Cochin (not located)
26.	26.1.82	Telex East Asiatic to Scancarriers
27.	26.1.82	Telex Scancarriers to Hovik
28.	26.1.82	Telex Hovik to Scancarriers
29.	26.1.82	Telex Hovik to Barbership Dubai
30.	27.1.82	Telex Barbership to Hovik
31.	27.1.82	Telex Scancarriers to East Asiatic
32.	27.1.82	Telex Scancarriers to Hovik
33.	27.1.82	Telex Hovik to Scancarriers
34.	27.1.82	Letter N.Z. High Commission to Plaintiff
35.	31.1.82	Statement of Anstiss and Froud Limited to Plaintiff
36.	31.1.82	Statement of Odlin Transport and Storage Limited to Plaintiff
37.	31.1.82	Statement of U-Bix Copiers (N.Z.) Limited to Plaintiff
38.	2.2.82	Telex Scancarriers to East Asiatic
39.	3.2.82	Telex Scancarriers to Aotearoa agreeing to promotional rate of \$US120.

40. 5.2.82 Letter Link Engineers Private Limited to Plaintiff
41. 11.2.82 Telex Anthon Bakker to Plaintiff
42. 15.2.82 Telex Scancarriers to Hovik
43. 16.2.82 Telex East Asiatic to Scancarriers to regard space on "Barranduna"
44. 15.2.82 Letter Shipping Corporation of New Zealand Limited to Plaintiff
45. 17.2.82 Letter Link Engineers Private Limited to Plaintiff
46. 17.2.82 Letter Link Engineers Private Limited to Plaintiff
47. 19.2.82 Letter S. & H. Industrial Corporation to Plaintiff
48. 22.2.82 Letter - Hovik to Geo.H. Scales re Middle East Service Acceptance Policy with annexure
49. 26.2.82 Letter Plaintiff to S.K. Sikka, Link Engineers Private Limited
50. 26.2.82 Diary Note of Commercial Bank of Australia Limited
51. 27.2.82 Letter of Credit United Commercial Bank to Plaintiff
52. 1.3.82 Telex Scancarriers to Hovik
53. 3.3.82 Telex Scancarriers to East Asiatic
54. 3.3.82 Letter East Asiatic to Scancarriers with rate application attached
55. 4.3.82 Letter Scancarriers to Agents
56. 4.3.82 Letter Plaintiff to Central Trading, Petone
57. 5.3.82 Telex (3pp) Scancarriers to Scancarriers, Sydney
- 58.A 6.3.82 Paper contract 95/82 between S. & H. Industrial Corporation and Perfectpac Limited

58.B	13.3.82	Paper contract 19/82 between S. & H. Industrial Corporation and Perfectpac Limited
58.C	13.3.82	Paper contract 20/82 between S. & H. Industrial Corporation and Haryana Paper Mills
58.D	17.3.82	Paper contract 306/82 between Perfectpac Limited and S. & H. Industrial Corporation Limited
58.E	17.3.82	Paper contract 305/82 between Perfectpac Limited and S. & H. Industrial Corporation Limited
59.	8.3.82	Telex Scancarriers to Elder, Adelaide
60.	8.3.82	Telex Scancarriers to East Asiatic (not located)
61.	8.3.82	Telex East Asiatic to Scancarriers
62.	9.3.82	Letter S. & H. Industrial Corporation to Nigel Wilson, Copy to Paul Cash
63.	10.3.82	Telex Plaintiff to M.M. Chopra (S. & H. Industrial Corporation)
64.	10.3.82	Diary Note of Commercial Bank of Australia Limited
65.	11.3.82	Letter Seatrans Consolidated (N.Z.) Limited to Plaintiff
66.	12.3.82	Letter Seshasayee Paper and Boards Limited to Plaintiff
67.	14.3.82	Telex Paul Cash (from Asok, India) to Plaintiff
68.	15.3.82	Letter Seshasayee Paper and Boards Limited to Plaintiff
69.	16.3.82	Telex Paul Cash (from Asok, India) to Plaintiff
70.	16.3.82	Letter of Credit (Telex) Bank of America to Plaintiff

71.	Undated	Cargo booking list
72.	17.3.82	Telex East Asiatic to Scancarriers
73.	17.3.82	Telex Paul Cash (Asok, India) to Plaintiff
74.	22.3.82	Telex East Asiatic to Scancarriers
75.	22.3.82	Telex Scancarriers to East Asiatic
76.	Unclear	Telex Paul Cash (Asok, India) to Plaintiff (March, 1982)
77.	22.3.82	Letter NZ Credit Corporation Limited to Plaintiff
78.	22.3.82	Letter NZ Credit Corporation Limited to Plaintiff
79.	22.3.82	Letter of Credit (Telex) Bank of America to Commercial Bank of Australia Limited (ILC/6216/603)
80.	22.3.82	Letter of Credit (Telex) Bank of America to Commercial Bank of Australia
81.	25.3.82	Telex East Asiatic to Scancarriers booking space on "Tarago"
82.	25.3.82	Telex Scancarriers to Hovik
83.	25.3.82	Bill of lading No. A.33 Scancarriers to Aotearoa International
83.A	Blank	Specimen bill of lading
84.	25.3.82	Diary Note of Commercial Bank of Australia Limited
85.	25.3.82	Letter of Credit PS348/82 United Commercial Bank to ANZ Bank (Cable)
86.	26.3.82	Telex Hovik to Scancarriers
87.	29.3.82	Telex Scancarriers to Hovik in regard short shipment of 250 tonnes
88.	29.3.82	Telex Hovik to Scancarriers
89.	29.3.82	Telex Paul Cash to East Asiatic for attention Captain Andersen

90. 29.3.82 Letter Seshasayee Paper and Boards Limited to Plaintiff
91. 30.3.82 Telex Hovik to Scancarriers
92. 30.3.82 Telex East Asiatic to Scancarriers
93. 30.3.82 Telex Scancarriers to Aotearoa
94. 30.3.82 Telex East Asiatic to Paul Cash
95. 30.3.82 Telex Aotearoa to East Asiatic
96. 30.3.82 Telex Scancarriers to Aotearoa
97. 30.3.82 Telex Hovik to Scancarriers
98. 31.3.82 Bill of lading TA 10 issued at Timaru - Scancarriers to Aotearoa
99. 31.3.82 Telex Scancarriers to Hovik
100. 31.3.82 Telex Scancarriers to Hovik as to enquiry from Aotearoa for further shipment June - July
101. 1.4.82 Telex Hovik to Scancarriers advising not prepared to accept further bookings
102. 1.4.82 Telex Scancarriers to Hovik advising as to stowage factor.
103. 1.4.82 Lengthy confidential Telex Hovik to Scancarriers in regard quotation of \$US120 rate
104. 2.4.82 Confidential telex Scancarriers to Hovik
105. 2.4.82 Telex Scancarriers to East Asiatic
106. 5.4.82 Telex Scancarriers to Hovik
107. 5.4.82 Telex East Asiatic to Scancarriers
108. 6.4.82 Telex Scancarriers to East Asiatic
109. 6.4.82 Telex East Asiatic to Scancarriers
110. 7.4.82 Telex Raja (S. & H. Industrial Corporation) to Plaintiff

111.	8.4.82	Telex East Asiatic to Scancarriers
112.	Undated	Schedule of Returned Cargo - Plaintiff
113.	8.4.82	Diary Note of Commercial Bank of Australia Limited (2 pages)
114.	8.4.82	Letter Commercial Bank of Australia to Plaintiff
115.	8.4.82	Letter Plaintiff to Defendant and East Asiatic Company Limited
116.	8.4.82	Letter Plaintiff to Defendant, East Asiatic Company Limited and Commercial Bank of Australia Limited together with enclosure.
117.	8.4.82	Telex Scancarriers to East Asiatic
118.	14.4.82	Telex Scancarriers to Hovik
119.	15.4.82	Telex East Asiatic to Scancarriers
120.	19.4.82	Telex Scancarriers to East Asiatic
121.	20.4.82	"Barranduna" operations report
122.	20.4.82	Report on loading waste paper on "Barranduna"
123.	21.4.82	Letter Gerrard Strapping Systems Limited to Plaintiff
124.	22.4.82	Telex Barbership Dubai to Hovik
125.	22.4.82	Telex Scancarriers to East Asiatic
126.	22.4.82	Telex East Asiatic to Scancarriers
127.	22.4.82	Letter Wellington Newspapers Limited to Plaintiff
128.	23.4.82	Telex East Asiatic to Scancarriers
129.	26.4.82	Telex Scancarriers to East Asiatic advising no space available
130.	26.4.82	Cargo Superintendent's operation report (Dubai)

131.	26.4.82	Letter Wilson Henry Martin & Co to Scancarriers
132.	27.4.82	Diary Note of Commercial Bank of Australia Limited
133.	27.4.82	Telex Barbership Dubai to Hovik
134.	29.4.82	Telex Scancarriers to East Asiatic
135.	29.4.82	Letter Chapman Tripp to Wilson Henry enclosing revised form of documents
136.	3.5.82	Telex East Asiatic to Scancarriers
137.	3.5.82	Diary Note of Commercial Bank of Australia Limited
138.	4.5.82	Letter Scancarriers to Wilson Henry Martin & Co
139.	8.5.82	Letter of Credit No 11120-N/82 Punjab National Bank to Plaintiff
140.	Undated	Bill of lading 223 for "Tarago" shipment
141.	12.5.82	Telex East Asiatic to Scancarriers
142.	17.5.82	Telex East Asiatic to Scancarriers
143.	18.5.82	Telex East Asiatic to Scancarriers
144.	18.5.82	Telex East Asiatic to Aotearoa giving advice on behalf Principals that "Tombara" fully booked
145.	19.5.82	Letter Chapman Tripp to Wilson Henry Martin & Co
146.	19.5.82	Letter Sampoorna Enterprises to Plaintiff
147.	24.5.82	Diary of Commercial Bank of Australia Limited
148.	25.5.82	Telex Paul Cash to M.M. Chopra
149.	25.5.82	Telex Scancarriers to Hovik
150.	25.5.82	Telex Hovik to Scancarriers

151.	Undated	Telex Plaintiff to Raja (S. & H. Industrial Corporation) (May 1982) (Duplication)
152.	25.5.82	Telex Khouw to Plaintiff
153.	27.5.82	Telex East Asiatic to Scancarriers
154.	27.5.82	Copy Telex Nigel Wilson to Chopra
155.	27.5.82	Copy Telex Nigel wilson to Chopra
156.	27.5.82	Telex Hovik to Uliners Bombay
157.	27.5.82	Telex Nigel Wilson to Plaintiff
158.	27.5.82	Telex Nigel Wilson to Plaintiff
159.	28.5.82	Telex Plaintiff to Nigel Wilson
160.	28.5.82	Telex Raja (S. & H. Industrial Corporation) to Plaintiff
161.	28.5.82	Telex Paul Cash to Chopra via Nigel Wilson (Duplication of 159?)
162.	28.5.82	Telex Paul Cash to Nigel Wilson
163.	28.5.82	Telex Plaintiff to Nigel Wilson (Duplication)
164.	31.5.82	Telex Paul Cash to Nigel Wilson advising that flying to India tomorrow
165.	June '82	Defendant's Northbound Schedule No. 6
166.	1.6.82	Letter M.L. Pujara to Plaintiff
167.	3.6.82	Diary note of Commercial Bank of Australia Limited
168.	3.6.82	Memo to S. & H. Industrial Corporation (2 pages)
169.	4.6.82	Letter Link Engineers Private Limited to Plaintiff
170.	8.6.82	Diary note of Commercial Bank of Australia Limited
171.	9.6.82	Telex Eat Asiatic to Aotearoa

172.	9.6.82	Diary note of Commercial Bank of Australia Limited
173.	14.6.82	Bill of Lading of ASL Container Line
174.	16.6.82	Telex Uliners Bombay to Hovik
175.	18.6.82	Telex Hovik to Cornelden Flushing
176.	22.6.82	Letter Wilson Henry Martin & Co to Chapman Tripp
177.	23.6.82	Telex Hovik to Scancarriers
178.	24.6.82	Telex Trans Agency Gothenburg to Hovik
179.	26.6.82	Letter Everest Corporation to Plaintiff with attachments as noted
180.	28.6.82	Telex O. Andersen Scancarriers to Mr Cash
180.A	28.6.82	Telex, Cornelder Flushing to Scancarriers
181.	30.6.82	Bill of Lading of ASL Container Line
182.	2. 7.82	Letter Uliners Bombay to Hovik
183.	2.7.82	Invoice Hovik to PAAB
183.A	6.7.82	Telex Uliners to Hovik
183.B	8.7.82	Diary Note of Commercial Bank of Australia Limited
184.	8.7.82	Diary Note of Commercial Bank of Australia Limited
185.	14.7.82	Diary Note of Commercial Bank of Australia Limited
186.	15.7.82	Diary Note of Commercial Bank of Australia Limited
187.	20.7.82	Diary Note of Commercial Bank of Australia Limited
188.	21.7.82	Letter Earl Kent & Co to Chapman Tripp formulating Plaintiff's claim for damages

189. 21.7.82 Diary Note of Commercial Bank of Australia Limited
190. 21.7.82 Letter Plaintiff to Commercial Bank of Australia Limited
191. Undated Plaintiff's 2 page memorandum headed "Actual Profit from Barranduna"
192. 26.7.82 Letter Earl Kent & Co to Chapman Tripp giving particulars as to Plaintiff's claim for damages
193. 26.7.82 Diary note of Commercial Bank of Australia Limited
194. 27.7.82 Diary note of Commercial Bank of Australia Limited
195. 28.7.82 Letter Chapman Tripp to Earl Kent & Co
196. 28.7.82 Diary note of Commercial Bank of Australia Limited
197. 5.8.82 Letter Plaintiff to Everest Corporation
198. 18.8.82 Letter Everest Corporation to Plaintiff
199. 26.8.82 Sampoorna Enterprises to Plaintiff
200. 8.9.82 Letter Chapman Tripp to Earl Kent & Co
201. 12.9.82 Letter Everest Exports to United Liner Agencies of Pakistan Limited (copy to Plaintiff)
202. 9.9.82 Telex Dongig to Plaintiff
203. 9.9.82 Telex Ajanta Paper to Plaintiff
204. 3.9.82 Letter Plaintiff to Sampoorna Enterprises
205. Undated Telex Sara Hong Kong (A.S. Mehta) to Plaintiff
206. 9.9.82 Letter Ajanta Paper to Plaintiff
207. 13.9.82 Link Engineers Private Limited to Plaintiff

208.	13.9.82	Letter S. & H. Industrial Corporation to Plaintiff
209.	16.9.82	Letter Earl Kent & Co to Chapman Tripp
210.	22.9.82	Letter Plaintiff to Ajanta Paper
211.	27.9.82	Letter S. & H. Industrial Corporation to Plaintiff (with copy letter dated 23.9.82 from Ajanta attached)
212.	4.10.82	Letter Imran and Brothers to Plaintiff
213.	27.10.82	Letter Plaintiff to Sampoorna Enterprises
214.	10.12.82	Telex Yama (Arun Shroff) to Plaintiff
215.	31.1.83	Letter M.L. Pujara to Plaintiff
216.	2.2.83	Letter Earl Kent & Co to Chapman Tripp
217.	4.2.83	Telex Anthon Bakker to Plaintiff
218.	15.2.83	Navbharat Overseas Private Limited to Plaintiff
219.	9.3.83	Letter J.F.S. Private Limited to Plaintiff
220.	4.4.83	Letter J.F.S. Private Limited to Plaintiff
221.	6.5.83	Letter Chapman Tripp to Earl Kent & Co
222.	17.5.83	Letter Earl Kent & Co to Chapman Tripp
223.	Undated	Balance Sheet and Profit and Loss Account for year ending 31.3.82
224.	Undated	Balance Sheet and Profit and Loss account for year ending 31.3.83
225.	16.5.83	Telex Hovik to Uliners, Bombay

226.	19.5.83	Telex Uliners to Hovik
227.	19.5.83	Telex Hovik to Uliners.

25th June 1979

The Managing Director,
Overmeccanica Paper Machinery. Prt, Ltd.
P.O. Box 7929,
Tardeo,
BOMBAY.

Attn; Mr. S.K. Sikka.

Dear Sir,

We regret the delay in following up our cable caused by the difficulty in obtaining a freight rate from the Shipping Corporation of India.

We have now received this rate, however, unfortunately the Shipping Corporation has offered a ludicrous freight rate of \$485 per tonne which, if used, would make our quotations uncompetitive.

Therefore our best quotation for newsprint cuttings would be US\$245 per tonne C. & F. The quantity available of this product per month is only 60 tonnes.

However, we can offer you up to 1,000 tonnes per month of old newspapers @ US\$200 per tonne C. & F.

We can also offer limited quantities of Computer Line flow, Tab cards and Hard White shavings @ \$405 per tonne C. & F. Old Computer Cards @ US\$295 per tonne C. & F and Mixed Woodfree waste @ US\$290 per tonne C. & F.

You can see that the above freight rate makes our prices extremely high and we fear uncompetitive, however we would appreciate your assistance in negotiating a more reasonable freight rate with the Shipping Corporation from your end.

We would hope that you will be able to make them see reason for our mutual benefit.

We await your reply with interest.

Yours faithfully,
ACTEARCA INTERNATIONAL LTD

C.E.B. Forbes,
For the Manager.

IBDHO MAL & SONS

2

③

C

REGAL ADDRESS: A/6, A/41 CONNAUGHT PLACE, NEW DELHI-1 (INDIA)
TELEGRAPHIC ADDRESS: "CIPREP" NEW DELHI

TELEPHONE : { 344245 } DURING OFFICE HOURS
 { 344505 }
 610747 AFTER OFFICE HOURS
37 3285 NEW DELHI
AGENCIES DIVISION

REGISTERED

26th July, 1980.

Mr. Paul Cash,
Managing Director,
M/s. Aotearoa International Ltd.,
P.O. Box 1615,
Auckland,
New Zealand.

Re: Waste Paper Imports into India.

Dear Sir,

It was a pleasure to meet you here in person in India and to note your interest in our organisation.

We are taking this opportunity to confirm below your discussions with our Manager, Mr. V.K. Gupta regarding our Waste Paper business dealings with you:

1. A six months trial period will commence from August 1, 1980 and during this period you will not make any offers in India through any other source. If at the end of six months trial period, results are to mutual satisfaction, we would automatically become your sole representatives in India.
2. To start with, we agree to accept 3% commission on CIF basis keeping in view that present ocean freight from New Zealand to Indian ports is USD 154 PMT. However, in case the ocean freight is or can be reduced, you would accordingly increase our commission. It was also agreed that for the initial three months, when we are likely to incur much heavier expenses, you will subsidize our expenses to a maximum of USD 1000 per month. The commission in any case is subject to review on completion of trial period of six months.
3. On your return to New Zealand, you will contact Dalgheity to find out possibilities of reducing ocean freight charges to make your offers more competitive.
4. You can offer maximum 90 days credit @ 10% interest on the CIF rates. For your reference we enclose herewith rates offered by you for the various waste paper qualities. These rates would be valid till further notice but are most likely to hold good until end 1980.
5. You would prefer payment by confirmed irrevocable Letter of Credit opened in your favour on any first class bank in Auckland, New Zealand.

Contd.....2/-

6. Name and address of your bankers is:

Commercial Bank of Australia,
450, Queen Street,
Auckland, New Zealand.

7. That once you confirm the order for any customer, you would stick to the same price and terms irrespective of delays in shipments at your end.
8. On your return to New Zealand you will send samples of Fly Leaf Shavings.
9. You are in the process of setting up an office and warehouse in Australia which may start to function by Mid Sept., 1980, or so. The rates offered from Australia for similar qualities would be cheaper by USD 20 from those offered for New Zealand.
10. The average packing size from New Zealand is 6'x4'x5' weighing around 1.2 MT per pellet for all types of waste papers expecting, old newspapers which would be supplied in 6'x4'x6' size weighing approx. 1.9. MT.
11. The packings would be sound and sufficiently strapped with provision for lifting.

After our meeting with you on July 22nd, we started contacting local customers with your waste paper samples and CIF prices. Practically all the customers commented that your prices are high. For example, the competitors from Singapore are making offers at USD 430 CIF for Pure White Woodfree Cuttings whereas offers for Old Corrugated contain are received around USD 250 CIF. Therefore, in order to compete in the Indian Market, it is very essential that you reduce your prices by the level indicated above. Since your FOB prices seem competitive, the only way left out is to try hard and reduce down on ocean freight rates with Dalgheity with whom you claim to have good contacts. For your information practically every alternate month quantities of news-prints are shipped from New Zealand to India.

Please initiate your dialogue immediately with Dalgheity and keep us informed of the developments. There are good possibilities of selling pure white woodfree, cheque paper, ledger paper, manila and old corrugated cartons etc into India on long term basis, provided offers are competitive. However, please note p.m. quantities offered by you for shipments to India are very small. You must study possibility of making available much larger quantities for shipments to India. In the meantime we are contacting other customers as well and would report back with our observations/suggestions/enquiries.

We hope you will find the above points as per the discussions in Delhi which please confirm on telex so that we go ahead with our sales efforts. Please inform if there are any other terms & conditions which we should take care at the time of negotiating offers.

Contd.....3/-

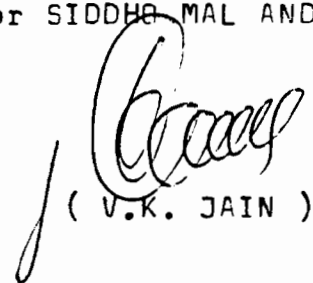
We also request you to kindly send per return mail a "Letter of Authority" addressed in the name of our organisation, i.e. Siddho Mal & Sons certifying us as your sole Indian representative for a period of 6 months starting from 1st August, 1980. Please mail this letter without any delay since any customer may ask for it^{at} any time.

Before concluding, we hope you enjoyed your trip to India and to other countries and reached home safe.

Awaiting your necessary and immediate action.

Thanking you,

Yours faithfully,
for SIDDHO MAL AND SONS



(V.K. JAIN)

Encl: as above.

VKG/jk

OFFERS OF NEW ZEALAND'S WASTE PAPER GRADES

<u>QUALITY</u>	<u>PRICE CIF INDIAN PORTS IN USD/T.</u>
1. Old Newspapers	\$ 240
2. Old Corrugated Ctns Cartons (Australian Quality not as good)	\$ 295
3. Corrugated Kraft Trim	\$ 320
4. Pure White Woodfree	\$ 490
5. Printed whited woodree	\$ 380
6. Chque Paper Trims	\$ 350
7. Unprinted coloured woodfree	\$ 295
8. Printed coloured woodfree	\$ 270
9. Computer Printouts	\$ 410
10. Manila Kraft trim	\$ 410
11. Manila printed soft	\$ 350
11. SK Kraft (Sack Kraft bags)	\$ 315
12. FLY LEAF SHAVINGS	\$ 210

5th August 1980

Messrs Siddhmal & Sons,
A/6 A/41 Connaught Place,
New Delli,
INDIA.

Attention: Mr V.N. Jain

Dear Sir,

REF: YOUR LETTER 26th JULY

We confirm receipt of the above and our telexed reply stating:-

"We confirm all terms 1 - 11 except clause 2. I agreed to subsidize to 1,000 month for 3 months on possitive results. We have already contacted Dalgetys re freight rates and await results. Letter of confirmation and authority follows
Regards Paul Cash."

I am sure the above is self explanatory.

It is indeed a pity we have this problem with the freight rate, however it is a fact of life we have to try and live with. Please try and emphasis to prospective clients that our supplies are top quality. You may or may not know that many suppliers get up to all sorts of tricks when shipping (the most common being to cover the shipment with water thus the clients end up with a 40% moisture content). We do not get involved in this sort of trickery and stand behind the quality we ship.

As stated above we have already contacted Dalgetys and they have approached the shipping Corporation in an effort to reduce the freight rate. I am meeting with Dalgetys chief shipping manager in Wellington early next week and I shall be taking your letter with me to give more support for a reduction.

We appreciate quantities from New Zealand are small due entirely to New Zealands population of only 3 million, however once the clients can accept our quality you will find the tonnages x Australia will be considerably larger. We suggest you concerntrate on the smaller mills.

It is also our pleasure to enclose our letter of Authority for sole agency entitlement for a period of 6 months.

Cont/d

6th August 1980

Please also note we are mailing sample of flyleaf shaving under seperate cover.

I hope that my visit will be the start of a successful business relationship between our respective companies for our mutual benefit and I look forward to our first order and to our next meeting.

Yours faithfully,
AOTEAROA INTERNATIONAL LTD

P.A.D. Cash,
MANAGING DIRECTOR.

8957HC/FOR OA
PRIVATE AND CONFIDENTIAL

REF PREVIOUS DISCUSSIONS RE POSSIBLE SERVICE FOR ARABIAN GULF
WE ARE NOW SERIOUSLY CONSIDERING TO COMMENCE A SERVICE FROM
AUSTRALIA AND NEW ZEALAND TO THE GULF.

1. LOADING PORTS WILL BE SYDNEY, AUCKLAND, NAPIER, TIMARU,
MELBOURNE AND FREMANTLE POSSIBLY ALSO BURNIE. IN ADDITION WILL
BE PREPARED TO CENTRALIZE FROM ADELAIDE AND BRISBANE IF NECESSARY.
2. DISCHARGE PORT IN THE GULF WILL BE DUBAI AND IN ADDITION
WILL ACCEPT CARGO TO OMAN, ABU DHABI, BAHRAIN, DAMMAN AND KUWAIT.
CARGO TO ABU DHABI AND OMAN WILL BE TRUCKED FROM DUBAI WHEREAS
CARGO FOR BAHRAIN, DAMMAN AND KUWAIT WILL BE TRANSHIPPED FROM
DUBAI BY WILLINE, BARBER BLUE SEA OR SCANMIDEAST (SCANMEL) VESSELS
STOP THESE 3 LINES OPERATE EACH A FOURTHNIGHTLY SERVICE TO THESE
PORTS. IRAN CARGO WILL ALSO BE ACCEPTED TO EITHER BANDAR KHOMEINI
BY T/S WITH WILLINE FROM DUBAI OR TO BANDAR ABBAS WITH LOCAL
FEEDER SERVICE FROM DUBAI. WILL ALSO ACCEPT CARGO FOR KARACHI
AND BOMBAY WITH TRANSHIPMENT FROM DUBAI BY MONTHLY FEEDER SERVICE
OPERATED BY SCANMIDEAST.
3. SERVICE FROM AUSTRALIA/NEW ZEALAND WILL BE MONTHLY AND
OPERATED WITH 3 G1 VESSELS AND COMMENCE JANUARY 1982.
4. TOTAL DEVIATION TO DUBAI WILL BE 4 1/2 DAYS I.E. TRANSIT
TIME FREMANTLE TO DUBAI 11 DAYS AND FREMANTLE/JEDDAH 16 1/2
DAYS COMPARED WITH 12 AS AT PRESENT.
5. CARGO IN DRY CONTAINERS, ON BOLSTERS IN REEFER CONTAINERS
AS WELL AS ORDINARY RO-RO CARGO WILL BE ACCEPTED.
6. ON BASIS OF THE ABOVE PLS ADVISE YOUR BEST ESTIMATE FOR
LIKELY SUPPORT TO EACH DESTINATION ALSO RATE OF FREIGHT OBTAINABLE.
7. PLS NOTE ABOVE ONLY IN PRELIMINARY STAGE AND THERE IS THERE-
FORE A NUMBER OF DETAILS THAT HAS TO BE SORTED OUT E.G. AGENCIES
ARABIAN GULF, POSSIBLE CONSEQUENCES FOR CONFLICT OF INTEREST
WITH OTHER LINES ETC AND IT IS THEREFORE NECESSARY TO KEEP A
VERY LOW PROFILE AT THIS EARLY STAGE.
8. CONSIDERING INCREASED TRANSIT TIME TO JEDDAH AND EUROPE
WOULD APPRECIATE YOUR COMMENTS/EVALUATIONS ON POSSIBLE CONSEQUENCES
TO SUPPORT TO THESE AREAS.

++

26/11/81 OA
 EAC - SE1185.
 OLSENCO - S0744.
 TURNBULL - STJ583.
 NEWKING - SNK028.
 SCALES - SB915.
 TRIDENT - STR593.
 WSNMA - SWN086.
 SCALES WGTON.
 STRMTM.
 FROM SCANCARRIERS.

NEW SERVICE ARABIAN GULF:

OUR PRINCIPALS HAVE DECIDED TO INTRODUCE A NEW MONTHLY SERVICE BETWEEN NZ/AUSTRALIA AND THE ARABIAN GULF. THE VESSELS SERVING NZ (B SERVICE) WILL BE USED FOR OUR NEW SERVICE.

WE WILL CALL DUBAI DIRECT AND OFFER A FAST, FREQUENT AND RELIABLE TRANSHIPMENT SERVICE FOR CARGO TO ALL DESTINATIONS IN THE ARABIAN GULF AREA, AS WELL AS TO KARACHI AND BOMBAY.

AS YOU KNOW, WILH. WILHELMSSENS CONTROL 3 SHIPPING LINES SERVICING THE ARABIAN GULF, NAMELY BERBER BLUE SEA WHO OPERATE WITH RO/RO VESSELS FROM THE USA, SCAN MIDEAST, WHO ALSO OPERATE WITH RO/RO VESSELS FROM SCANDINAVIA AND NORTH EUROPE AND WILLINE WITH SEMI-CONTAINER VESSELS FROM THE FAR EAST THIS MEANS BY USING OUR SISTER COMPANIES WE HAVE SIX DIFFERENT SAILINGS SERVING PORTS IN THE GULF EVERY MONTH. WILH WILHELMSSENS ACTIVITIES IN THE GULF IS THE SECOND BIGGEST IN THAT AREA AFTER UNITED ARAB SHIPPING CORPORATION.

OUR SERVICE AND TRANSHIPMENT SERVICE WILL MEAN OUR TRANSIT TIME FROM AUSTRALIA AND NZ WILL BE BETTER TO ANY DESTINATION IN THE GULF THAN THE SERVICE PROVIDED BY OUR COMPETITORS.

WILH WILHELMSSENS OWN THE AGENCY NETWORK (THAT WE SHALL USE) IN ALL GULF PORTS AND THESE AGENCIES ALL RUN BY NORWEGIAN EX-PATRIOTS. TERMINAL OPERATIONS IN MOST PORTS IS UNDER FULL CONTROL OF ONE OF OUR ORGANISATIONS.

WE EXPECT A MAXIMUM TRANSHIPMENT DELAY OF 2-1/2 DAYS IN DUBAI AND WILL ACCEPT FCL AS WELL AS LCL REEFER + GENERAL CARGO AND ALL BREAKBULK CARGO. WE PLAN TO INTRODUCE OUR NEW SERVICE IN MID-MARCH WITH BARRANDUNA VOYAGE.72

PLEASE INFORM ALL PROSPECTIVE CUSTOMERS IN YOUR DISTRICT/AREA ABOUT OUR NEW SERVICE.

AS SOON AS POSSIBLE OUR CAPTAIN ~~ROBINSON~~ ROBINSON TOGETHER WITH YOUR REPRESENTATIVE WILL VISIT ALL CUSTOMERS IN YOUR AREA WITH REGARDS TO FURTHER DETAILS AND INFORMATION - BYE THIS WILL BE WITHIN THE FIRST TWO WEEKS IN DECEMBER.

SCANCARRIERS WILL NATURALLY OFFER A THROUGH B/L AT ONE FREIGHT RATE FROM LOADING PORT TO FINAL REQUIRED DISCHARGE PORT IN THE GULF. CENTRALISATION TO OUR LOAD PORTS IN NZ WILL BE AT SHIPS EXPENSE. FREIGHT RATES AT PRESENT ARE UNDER CONSIDERATION BY OUR HEAD OFFICE AND WILL OF COURSE BE VERY COMPETITIVE.

+++

6

3

5

ALTERATION TO SCANCARRIERS SERVICE TO AND FROM NZ:

DUE TO INTRODUCTION OF ADDITIONAL VESSEL 'TARAGO' A CERTAIN RESTRUCTURING OF SCHEDULE HAS BEEN UNDERTAKEN IN ORDER TO OFFER THE FLEXIBILITY AND VERSATILITY OF OUR RO/RO SERVICE TO AN EVEN WIDER SECTION OF NZ EXPORTS.

(A) AS A RESULT SCANCARRIERS HAVE DECIDED TO EXTEND THEIR SERVICE INTO THE ARABIAN GULF CALLING DUBAI NORTHBOUND ON EVERY VESSEL. FROM DUBAI SCANCARRIERS WILL TRANSHIP TO ALL ARABIAN GULF DESTINATIONS USING THEIR OWN AND ASSOCIATED COMPANIES SUCH AS BARBER BLUE SEA, WILLINE AND SCANMIDEAST WHO COMBINED ARE CALLING THE MIDDLE EAST WITH A FAST AND VERY FREQUENT SERVICE.

(B) TAURANGA WILL BE CALLED EVERY SECOND VOYAGE ON A PERMANENT BASIS OTHERWISE ON AN INDUCEMENT BASIS. FOR INDUCEMENT CALLS 1000 TONS WILL BE THE MINIMUM CARGO REQUIREMENT ALLOWING US TO CALL AT TAURANGA.

(C) TIMARU WILL BE CALLED EVERY SECOND VOYAGE REDUCING OUR PERMANENT CALLS FROM 9 TO 6 PER YEAR AND ADDITIONAL CALLS WILL BE MADE ON INDUCEMENT. FOR INDUCEMENT CALLS 500 TONS OF NONPOOL CARGO WILL BE THE MINIMUM CARGO REQUIREMENT ALLOWING US TO CALL AT TIMARU.

(D) AUCKLAND AND NAPIER WILL CONTINUE TO BE CALLED EVERY VOYAGE.

(E) TOTAL CALLS IN NZ PORTS WILL BE INCREASED FROM THE PRESENT 27 TO 33 CALLS PER YEAR PLUS ADDITIONAL CALLS ON INDUCEMENT TO BOTH TAURANGA AND TIMARU.

(F) THIS REVISED SERVICE WILL COMMENCE IN MARCH 1982 WITH THE SAILING OF 'BARRANDUNA' V71/72.

(G) SCANCARRIERS ARE CONFIDENT THAT THIS REVISED SCHEDULE WILL ALLOW NZ EXPORTERS A CLOSER CONTACT AND COVERAGE OF THE MIDDLE EAST AND EUROPEAN MARKETS.

- UNQUOTE -

THANKING YOU IN ADVANCE FOR YOUR HELPFUL ASSISTANCE.

REGARDS ODDVAR ANDERSEN

+++

7

4

REASONS FOR CONCENTRATION ON INDIA MARKET

The reason for the concentration on the Indian market and why there still is such a tremendous potential still in India for Potearoa International is as follows:-

- 1) The Indian Government has only just in the last 18 months recognised the savings of overseas funds to be made by encouraging the import of waste paper as secondary fibre by
 - (a) Making imports easier by allowing waste paper to be imported under open general licence i.e. open to any importer without the need of licence.
 - (b) Low duty of 5% against 20% for virgin pulp.

- 2) Freight rate for waste paper from America to India is presently dearer which is unique as in all other markets their freight rate is cheaper.

The target for the first and second year of importation is 100,000 MT per Year.

Potential

Aotearoa International is currently in receipt of orders and Letters of Credit from India totalling shipment of 1350 MT to be effected before the end of January, (LC expiry date) to the Port of Tuticorin or nearest, however LC's could be extended for February shipment.

6 Besides Aotearoa's tonnage, Winstones have an order for 1500 MT pulp, however we are unsure as to whether they are in receipt of LC.

We are also in receipt of a telex from Inida which states they will visit us after 1st shipment to discuss long term business with us and wish to establish an immediate long term LC for 5-600 MT shipment to be effected before end June.

Besides relations with all waste paper merchants in New Zealand we have recently concluded a visit to American Cities where we have made contacts with many parties interested in supplying us for the Indian market. Currently although the American F.O.B. price is very favourable they cannot compete with our C.I.F. price as India is the only Country we are aware of where the freight rate is better from New Zealand.

We are certain we can obtain a supply of at least 4000 MT per month of waste paper from America and feel certain we can place the same in India or if needed in Indonesia, Sri Lanka and with this in mind we have had preliminary discussions with a Pakistani based shipping company with a view to a long term arrangement with sailings from America via New Zealand to India.

At this stage it definitely looks favourable, as besides waste paper, with our contacts in India we could sell virgin pulp and other related products for carriage on board their vessels. Further discussions are continuing.

In our view every second vessel would call via New Zealand.

It is our opinion India has the biggest potential of any Country in the world for the importation of waste paper and Anteaeroa International could easily grab the Lions share of the market.

The one problem when dealing with the Indians is getting Letters of Credits established and with this in mind our idea is to establish an Office in Singapore from where our Singapore Manager would visit India every month and collect each Letter of Credit and advise. We have already gone as far as registering the Company in Singapore and already have had discussions with our agents and friend in Indonesia who is prepared to accept the position. He is an Indian himself, as we feel this is important when all that is said during discussions with the Mills concerned can be understood.

Singapore is also the ideal base for International finance for back to back Letter of Credits, also for discounting 180 day LCs, a term some Indian Mills insist on.

By visiting the market monthly we not only ensure all LCs are correct we also establish business on a more personal basis and keep more in touch with whats happening in the market.

Anteaeroa has most of the ingredients for success, the one grey area is it is under capitalised. What is needed is an injection of capital and sufficient guarantees for the shipping company.

Aotearoa International was formed six years ago with a Capital of \$1,000,000.

For the last full accounting year 1/4/80 - 31/3/81, sales reached \$719,000, for the current year to 31/3/82 providing shipments can be effected to India, sales will double to \$1,500,000. For the next full years sales of waste paper will reach at least \$3,000,000.

COSTINGS AND PROFITABILITY SHIPPING OPERATION

Notes

Costs are based on the one way sailing from America - India and from America via New Zealand to India as it is anticipated the return cargo from either Pakistan or India and any cargo from America - New Zealand would pay for the return journey.

1st Sailing America - India Max sailing time 25 days		
25 days @ \$9000 per day =		225,000
Time in Port 28 days		
@ \$7,000 =		196,000
Maximum loading charges		
8000 @ \$35 =		280,000
		701,000

Returns based on current F.O.B. Prices in U.S.A. and current selling prices India.

	<u>Selling Price</u>	<u>Cost</u>	<u>Gross Profit</u>
2000 MT Computer Printout	760,000	440,000	320,000
2000 MT C.C.C.	360,000	132,000	228,000
1000 MT White Ledger	280,000	140,000	140,000
300 MT Mixed Waste	540,000	180,000	360,000
TOTALS	1,940,000	892,000	1,048,000

Gross Profit	1,048,000
Ship Cost	701,000

347,000 Every 80 Days

For every second sailing add 15 days x \$9000	= 135,000
+ 10 days @ \$7000	= 70,000
	205,000

Sales 2000 x average \$210	= 420,000
Cost 70	= 140,000
	280,000

Gross Profit	280,000
Freight	205,000
	75,000

Tax Incentive =

40% F.O.B. Value	
C.I.F. Value	US\$420,000
Freight	205,000

US\$215,000

= MS\$260,000 40% = \$104,000 Tax free
= \$156,000 Nett Profit every 80 days

The above is based on waste paper sales only however as stated earlier we feel sure we will also obtain Pulp and Paper sales.

Currently the best freight rate for waste paper from the U.S.A. to America is around \$170 so you can see by even adding the empty return journey of 25 days it is still a very economical operation.

	MARCH	APRIL	MAY	JUNE	JULY
<u>CASH RECEIPTS</u>					
Sales C&F (NZ) per letters of credit etc	280,000	205,000	300,000	350,000	360,000
1982 Tax Rebates			50,000	50,000	20,000
	280,000	205,000	350,000	400,000	380,000
<u>PAYMENTS</u>					
Purchases Materials & for previous CRS	115,000	74,000	160,000	130,000	117,000
Freight	125,000	92,000	250,000	180,000	185,000
Commissions	15,000	14,000	18,000	18,000	20,000
Wages	5,500	5,500	5,500	5,500	5,500
Lease & HP Commitments	2,500	2,500	2,500	2,500	2,500
Property Interest & Rent	5,000	5,000	5,000	5,000	5,000
Overheads incl Advertising, Travel etc	8,000	8,000	8,000	8,000	8,000
Loan Repayments - D.F.C.	400	400	400	400	400
- C.B.A.	1,000	1,000	1,000	28,000	
- Property Mortgage	-	-	-	20,000	30,000
	277,400	202,400	350,400	397,400	373,400
	+ 2,600	2,600	- 400	+ 2,600	+ 6,600
	- 42,000	-39,400	- 36,800	-37,200	-34,600
	- 39,400	-36,800	- 37,200	-34,600	-28,000

Net Movement

Opening Bank Balance

Closing Bank Balance

8

5

QTY	PRODUCT	PRICE	US CAP VALUE	NZ FOB VALUE	NZ CURRENCY INDIAN COMMISSION	NZ PAYING VALUE	PROFIT	EXPORT INCREMENT	15% ADDITIONAL
250	Mixed	230.00	57500	34409.40	1032.28	17500	15877.12	3871.05	2322.62
400	Mixed	217.50	87000	48790.79	7457.45	28000	13341.34	5489.86	3293.91
100	CP	380.00	38000	32532.53	1126.47	16960	14146.11	3659.90	2195.24
60	MW	310.00	18600	14264.26	698.19	8820	17146.07	1604.72	962.83
45	INS	430.00	19350	17454.95	726.35	11200	5228.60	1963.68	1178.20
	Pura Tonnage								
055			2205150	147459.93	11340.69	82480	53339.24	16589.21	9953.51
300	Mag	180.00	54000	22522.52	2027.02	N11	20495.50	2533.78	1520.27
100	Mixed	217.50	21750	12199.69	1490.00	7000	3709.69	1372.46	822.47
			295900	182182.14	14857.71	89480	77544.43	20495.45	12297.25

Total C & F NZ Currency 275462.96
36303.53
370245.24

Maximum Commission Fairhill Enterprise \$821.31

WORTH 1400.1

TY	FRANCHISE	SELLING PRICE	CAP VALUE	HZ FOR VALUE	HZ CURRENTLY COMMISSION	100% BUYER'S PRICE	100% BUYER'S	100% BUYER'S	COUNTRY OF ORIGIN	EXPIRES
500	M. & W.	230	115000	68,818	10573.00	100,000	182,457.5	2742.00		
50	L & C	380	19000	16266.26	19358.83	90800	5847.43	2171.50		
40	H & S	430	17200	15515.51	1146.14	112000	3169.37	1935.00		
40	L & P	310	124000	9509.50	965.96	58800	2663.57	1395.00		
30	M. & W.	110	33000	105.00	105.00	14000	1334.00			
600			163600	113409.20	14119.00	67060	31261.00	13204.50		

4/22

204704.70

NEW FRANCHISE ADDITIONAL INCENTIVE \$74,333.37

EXPORT PROMOTIONS INCENTIVE

TOTAL GROSS PROFIT

E. J. ...

13204.50

QTY	PRODUCT	SELLING PRICE	CAF VALUE	INR FOR VALUE	INR CURRENCY CONV. SECT	INR REVISED PRICE	INCENTIVE	EXPORT INCENTIVE	COUNTRY OF SALE	EXCESS ENTRY OF
6000	Mixes	240	14,400	90,090-09	12,912-91	54000	23,177-18	10,135-13		
7000	CFC	350	24,500	22,772-77	18,74-37	12720	51,78-40	2,000-93		
4000	HWS	450	17200	15,515-51	1146-14	11200	3169-37	1745-49		
400	Leads	310	12400	9509-40	965-96	5880	2663-54	1064-57		
15000	Mug	180	27000	11261-26	1033-51	31900	7097-75	1266-69		
3000	Mugs	2200	66000	3353-75	198-00	22500	1305-75	422-29		
30	Mugs	22000	660000	335300	198000	15000	130500	42200		
9600			233500	156202-86	15274-89	91000	46,926-89	17201-54		
			272542-54							

NEW MARKER ADDITIONAL INCENTIVE 1,95,533.69
 EXPORT PROMOTIONS INCL. VET
 TOTAL GROSS PROFIT

Exchange Rate with India 7542

QTY	PRODUCT	SELLING PRICE	CAF VALUE	NZ FOB VALUE	U.S. CURRENCY CONVERSION	\$/Z AGING PRICE	EXCISE	EXPORT INCENTIVE	COUNTRY OF SALE	EXCISE ENTRY #
500	Hand	240	120,000	79,075.27	10,760.76	45000	14,314.31	6445-94		
60	CFE	360	22,600	19,519.51	1606.66	10600	7312.91	2195-94		
60	HWS	450	25,600	23,273.27	1719.21	15400	6154.06	2618.24		
40	Hand	310	12,400	9509.50	965.96	5680	2663.55	1019-81		
250	Hand	180	45,000	18,768.76	1350.00	15000	2418.76	2111-48		
200	OC	190	38,000	17,519.51	1140.00	14000	2377.57	1970-71		
30	Hand	220	6600	3753.75	198.00	2400	1155.75	422-29		
30	Hand	110		3300	165.00	1800	1335.00			
1170			283,000	170,717.33	17,905.53	110,000.00	42,721.84	15,834.41		

NZ \$ 354,104.10

NEW MARKET ADDITIONAL INCENTIVE 115,23.41

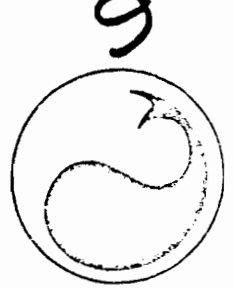
EXPORT PROMOTIONS INCENTIVE

TOTAL GROSS PROFIT

QTY	PRODUCT	SELLING PRICE	CAP VALUE	NZ FOB VALUE	NZ CURRENCY CONTRIBUTION	\$NZ BUYING PRICE	NETT	EXPORT INCENTIVE	COUNTRY OF SALE	EXPORT ENTRY NO.
600	M... ..	240	144000	90-090-04	12912.91	54000	23177.18	10135-13		
70	CE	350	24500	22772-77	1874-77	12720	8178-40	2561-93		
400	Lady...	310	124000	9509-50	965-96	5680	2663-54	1069-61		
400	HWS	430	172000	15515-51	1146-14	11200	3169-37	1745-49		
250	Newspaper	150	38000	18766-76	1380-00	15000	2415-76	2111-48		
200	OCC	150	30000	17517-51	1100-00	14000	2377-51	1970-71		
30	Newspaper	220	66000	3259-25	198-00	2400	1155-25	422-29		
30	Newspaper	110	33000	3000	165	1800	1225-00			
1260			289800	177927-84	19752-35	117000	44475-51	20016-84		

362112-61 105214-03
 NEW PAPER ADDITIONAL INCENTIVE ... 2.00/14... 88.
 EXPORT PROMOTIONS INCENTIVE
 TOTAL GROSS PROFIT

Exchange Rate included on 7/11/11



WHALE TRAVEL CENTRE LTD.

247 THE MALL, ONEHUNGA, AUCKLAND 6, NEW ZEALAND. P.O. BOX 13154.
TELEPHONE 667-074 A/HRS. 872-673

27 October, 1981

Actearoa International Limited,
P.O. Box 1615,
Auckland.

Dear Sirs,

According to our records the following invoices have not been paid:-

2065	22/6/81	5.70
2077	26/1/81	347.14
2084	30/1/81	160.00
2104	06/7/81	50.00
2149	23/7/81	35.00
2206	15/9/81	1013.82
2208	17/9/81	2318.18
2213	15/9/81	379.28

*Pa. d.
\$1,000*

PAID

We would be grateful if you would forward a cheque for \$4309.12 to clear the account. If payment is not received within seven days we shall have to take alternative action to recover this debt.

Yours faithfully,
WHALE TRAVEL CENTRE LTD.

pp KP Kenning

Colin Thompson
GENERAL MANAGER.

4309.12
10/10/81
10/10/81
10/10/81



SCANCARRIERS' SERVICE FROM N.Z. TO THE ARABIAN GULF

In connection with ScanCarriers' new service from New Zealand to the Arabian Gulf, we have completed some research regarding service, markets, and future possibilities.

This survey, as in so many cases, has been hampered by the lack of concrete information. One can probably say that the New Zealand export industries' interest into the middle east area has more or less ~~waxed~~ away over the last five or six years. Cargo not suitable for containers, such as forestry, has been seriously affected by the lack of adequate shipping services and consequently this group of exporters have not been able to market their product because you cannot sell if you cannot obtain a transport service - needless to say, once our service commences, how much they will be able to sell is just another of the problems we have faced with our survey.

We have formed our report in a concise manner to enable quick and easy evaluation which is supported by different details in the enclosed appendices.

(1) Service to the Gulf Area (see Appendix 1)

(a) Past Service

(i) For a number of years the service between New Zealand, the south and west coast of India, and the Arabian Gulf has been operated by P and O (and of recent years, L.P.R. Service) with conventional vessels. From this month, their conventional service will terminate and be replaced by a medium/self sustaining cellular container vessel to be operated by OCL.

(ii). About three years ago Blue Star (ACTA) decided to participate in this service and built two self sustaining cellular container vessels especially for this trade.

(iii) During the last few years conventional operators such as Gulf Line have called New Zealand on a more or less regular basis, but two years ago (about the time Blue Star started up), they withdrew their service to New Zealand.

(iv) The Shipping Corporation of India is calling at New Zealand as required based on a base cargo of 'pulp' which is purchased by the Indian Government. The Indian Government purchase one third of the 'pulp' shipped to India, and usually nominates the shipping line to be used. The shipping is irregular, and it is very rare for the same vessel to return to New Zealand on consecutive voyages.

(b) Future Service

(i) and (ii) Blue Star (ACTA) and OCL have now combined their service using joint tonnage but mainly catering for containerised cargo, having capacity on each vessel for a large proportion of reefer containers. This group is providing the main service from New Zealand to the Gulf, but due to lack of return cargo a higher freight rate has been established. This consortium will call Auckland, New Plymouth and Port Chalmers. We believe the Muscat Bay will call Auckland only due to her smaller capacity and the two Blue Star vessels will continue to call New Plymouth and Port Chalmers.

(iii) Gulf Line has announced that because of the lack of service for LCL cargo as well as non-containerised cargo, they plan to open up their old service again - but, on an 'AD HOC' basis dependent upon inducement. This operator will most likely be concentrating their service on the pulp and paper (forestry) for south and west India as well as the Gulf itself. They have the advantage of being able to call at any port in New Zealand being a conventional operator.

(iv) The Shipping Corporation of India is expected to have four to five vessels next year and will concentrate on Auckland, Wellington, Lyttelton, Dunedin, with south-bound cargo and Tauranga for their main cargo northbound operating with conventional vessels.

(v) This year N.Y.K. have introduced a cellular container service from Auckland to the Gulf, and Singapore. Their freight rates have been established at about 25% below Blue Star (ACTA)/OCL to the Gulf and they are under-cutting Ned Lloyd Line's freight rates in the Singapore trade by 30%. N.Y.K. has the same disadvantage as Blue Star (ACTA)/OCL in that they only cater for containerised cargo.

(vi) Middle East Express Line commenced a service this year via Australia with the Union Steamship Company and very little is known about this operator.

(c) Conclusion

The Gulf area will without any doubt be over-tonnaged with the main operators being the two British Lines, N.Y.K. and ScanCarriers. It could well be that the British Lines might change their service from the present one to one along the same lines as that proposed by ScanCarriers.

N.Y.K. as an old established operator, will most likely continue and will without doubt be the major threat to the British Lines because of their similar concept and service.

For some time the New Zealand Shipping Corporation have been involved in a study together with U.A.E. Shipping Corporation, but we believe the service provided by the British Lines, Japanese as well as ScanCarriers, will refrain the New Zealand Shipping Corporation from involving itself in this trade.

Ned Lloyd, experienced operators, have in the past seen their services to west, south and east Africa diminish and now they are facing stiff competition from N.Y.K.

to Singapore and Malaysia as well as problems with their partners in the New Zealand far east trade (China Navigation Company and Mutishi O.S.K.)

We do believe it is foolish to accept that the Dutch - as excellent operators - will allow themselves to be pushed out as cross traders for this area, and therefore most likely they can be expected to start up a new service which may be similar to ScanCarriers' in the future.

(2) Cargo Availability (see Appendix 2)

Most potential exporters in New Zealand have been visited and advice received regarding present exports (see Appendix 3 a - e) as well as potential future exports (see Appendix 2 a - e).

In our cargo flow survey for future exports for 1982, we have calculated on 60% of the total liftings obtained from exporters and producer boards (their predictions/forecasts) as the figures used to base the export flow for 1982 on.

ScanCarriers roll on/roll off concept is very well suited for forestry products and consequently large exporters in New Zealand such as Tasman, New Zealand Forest Service, New Zealand Forest Products, Fletcher Challenge, Winstones and Caxton see our new service as a saving service regarding their future export into the middle east.

Low paying cargo such as forestry cannot economically be containerised and ScanCarriers will be in a position - without any doubt - to uplift all this cargo, but we have calculated on only liftings of 50% of the estimated 60% of the predicted total forestry cargo.

Due to our limitations as well as the strength of the British Lines and N.Y.K., we have calculated on 25% of the liftings of reefer cargo to be our proportion with 50% of the general cargo in containers, but firmly believe we should be able to lift a much larger percentage once we become established.

Based on the above assumptions, we should be in a position to uplift 31400 weight tonnes and 12000 cbm over a year based on 12 sailings per year.

(3) Ports of Call (see Appendix 4)

From Appendix 2 you will see that 100% of the forestry products are originating from the Tauranga district; also 4 meat works and 19 dairy factories are situated in this region - which emphasises the importance of calling at this port (see Appendices 5 - 8). A call of Tauranga is absolutely essential as the cargo we are talking about will not be in a position to bare the cost of aggregation over Auckland or Napier. Such extra cost for example for forestry would be NZ\$35 per ton if the cargo is loaded over Napier in preference to over Tauranga.

Tauranga has no direct shipping links with Europe, and consequently a call of that port will service southbound as well as northbound cargo and we can expect good support both ways.

Auckland and Napier have to be called with our southbound and northbound service from, and to, Europe and these two ports without any doubt will provide good support for our new service.

Some doubt has arisen regarding ScanCarriers call of the south island. Our survey indicates that good support for reefer and general cargo will be obtained by calling at the south island for our new areas in the Gulf. Five scouring plants exist in the Timaru area, which further emphasises the possibility of obtaining wool for Iran once this cargo starts to move again.

As Timaru is the only port providing us with non-pool cargo to NZESA destinations, we believe this port is just as important as the others.

(4) Schedules (see Appendix 9)

At present ScanCarriers are calling at three ports in New Zealand spending 5 days on the coast from arrival Auckland to departure Timaru. Due to the geographical position of the ports we call, an extra port call into Tauranga will not delay our vessel more than the five days presently being experienced on the New Zealand coast.

(5) Freight Rates (see Appendix 10)

As this subject is closely linked with negotiations with Blue Star (ACTA)/OCL and ourselves, we have no further comments at this stage except to state that we must be competitive with N.Y.K. for all containerised cargo but as no other regular sailings will be in a position to compete for forestry cargo, we should be in a position to quote acceptable rates to both parties for this cargo.

(6) Aggregation

Under the present system in New Zealand, both Blue Star (ACTA)/OCL and N.Y.K. are paying for aggregation, but ScanCarriers - by calling four ports - will reduce any aggregation costs without any doubt to a minimum which will be far less than any of the competing lines; in the case of all the forestry cargo, this will be delivery onto the wharf in Tauranga utilised on bolsters at no expense to ScanCarriers and the same will apply for all Dairy Board cargo.

(7) Recommendation

As we pointed out in the beginning of the report, certain assumptions had to be made for future exports and consequently some lee-way/precautions have been taken in our survey.

There is no doubt in our minds that a call of Tauranga is absolutely necessary; Port facilities are excellent and we will be in a position to obtain necessary priorities for berth and labour as well as other shore facilities.

One point raised during our survey has been the calling of Tauranga every voyage, and due to the geographical position of Tauranga between Auckland and Napier we will not lose any time by implementing the port in one permanent monthly service.

Auckland as the main importing port in New Zealand must naturally be called due to our large carriage of southbound cargo, and as previously mentioned a good northbound support can be expected for our new area.

Napier is necessary in connection with our participation in the southbound and especially the northbound trade. Napier is a fast growing wool centre which will no doubt benefit exports to Iran as long as the political situation permits.

From time to time serious doubt has been raised regarding the necessity of a call of Timaru. Seen from an economical point of view, three port calls in New Zealand is probably one port call too many in order to uplift our conference pool share, but at the same time by calling these ports we have kept our northbound aggregation cost to a minimum, and we believe if it is decided to cut out Timaru we will lose a lot of support for wool out of the north island which is often linked with wool out of the south island.

The service by the conference to New Zealand out ports has been a political issue and a reduction is something which no doubt would seriously affect ScanCarriers as well as the conferences' reputation. Any reduction in this service for example to an out port like Timaru being serviced every second voyage or the service being completely withdrawn would most probably have a disastrous effect, politically and cargo-wise, and we positively put forward our recommendation for the "status quo" to remain at this stage.

The above, based on the fact that the conference wool contract is up for renewal and consequently the service tended by the conference is more or less tended on the present service to the out ports, the situation will no doubt be more clear in six to nine months time when the new wool contract has been negotiated.

Another essential point too, is will ScanCarriers be able to uplift its present pool share by reduction of south island calls; and would the reduction in liftings be uplifted by slot-charter arrangements?

Questions like this will probably be easier to answer when we know what the future relationship will be between Blue Port (ACTA)/OCL and ScanCarriers.

December 16 1981 - Wellington



Oddvar Andersen

FREIGHT RATE COMPARISONS AND PROPOSAL

APPENDIX 10

<u>Reefer</u>	<u>Blue Port (ACTA)</u> <u>OCU</u>	<u>Gulf Line</u>	<u>NYK</u>	<u>S. CI.</u>	<u>ScanCarriers' Rate</u> <u>To Jeddah 1/1/82</u>	<u>Proposed Rate To Arabian</u> <u>Gulf Port</u>
Carcass Lamb	\$5235	\$4945	\$4337		\$5145	\$4500
Mutton/Goat	\$5245	\$4960	\$4180		\$5145	\$4500
Carton Beef						
Boneless Bone In	\$6270	\$5925	\$5125		\$5145	\$5145
	\$5595	\$5275			\$5145	\$5145
Chilled Cartons Beef	\$7510		\$6225		\$5145	\$6200
Offal	\$5620				\$5145	\$5145
Fish	\$5770		\$4460		\$4111	\$4600
Confectionery			\$4460		\$4667	\$4650
Q.F. Vegetables	\$5190		\$4460		\$4547	\$4550
General Cargo	No Rate				\$2576	\$3000
Seed/Peas	\$3901				N/A	\$3700
Carpet 20'C	\$3115				\$2576	\$3076
40'C	\$7970				\$5450	\$7000
Waste Paper				\$100 per ton		\$120 per ton
Pulp Paper						
Honey	\$2905				\$120 per ton	\$150 per ton
Canned Butter	\$3272				\$2576	\$2900
Milk Powder	\$2627				\$2576	\$3200
CKD Buildings	\$5400				\$2109	\$2600
Door to Door					\$2468	\$5000
Canned Vegetables	\$4150				Port to Port	Door to Door
Steel	\$2160				\$2576	\$3500
Timber	\$170 per CBM				\$1890	\$2160
Whiteware 20'C	\$3735				\$66 per CBM	\$100 per CBM
40'C					\$2576	\$3200
Wool 20'C	\$4418				\$4664	\$6000
					N/A	\$4000

(In US dollars per TEU except where stated)

JR/VG 14/12/81

10

SHIPPER:

R.C. Rollo Ltd

11



037366

6

Dunedin

CONSIGNEE:

The Master
Forum New Zealand V22
Lyttelton

The Shipping Corporation of New Zealand Ltd

Coastal Service

FREIGHT PAYABLE BY:

Address: *Aotearoa International Ltd*
Consigned to order
P.O. Box 1615
Auckland 1

HEAD OFFICE :

PASTORAL HOUSE
98 LAMBTON QUAY
WELLINGTON
NEW ZEALAND

BRANCH OFFICES :

AUCKLAND
NAPIER
WELLINGTON
CHRISTCHURCH
DUNEDIN

VESSEL <i>Coastal Trader</i>	VOYAGE No. <i>1117</i>
LOADING PORT <i>Dunedin</i>	DISCHARGE PORT: <i>Lyttelton</i>

INVOICE	ITEM	MARKS NUMBERS	DESCRIPTION	LENGTH	WIDTH	CARGO HEIGHT	OVERALL HEIGHT WHEELED VEHICLES	GROSS WEIGHT	FREIGHT TONNAGE
			<i>CT14 3021/900</i>	<i>1 150 20' General Container</i>					<i>11.760</i>
			<i>Seal #06148</i>						

"Ship not responsible for damage"
"resulting from inadequacy of containers"
"by Whomsoever supplied"

This Contract of Carriage is made by the Company as actual carrier and the shipper for the purpose of determining the liability of the Company under Section 10 of the Goods Act 1953. The number of units of goods shall be accepted by the Company for carriage when the number is less than the number actually carried.

ITEM	RATE	FREIGHT
Received for shipment in apparent good order and condition, unless otherwise stated herein, the above mentioned cargo for carriage subject to the terms and conditions set out in this bill of lading.		<i>1650-00</i>

SIGNED FOR MASTER _____ PORT _____ DATE _____

Above mentioned cargo received in good order and condition.
SIGNED FOR CONSIGNEE _____ DATE _____

3/400
1 SWW

Central Office: 782 Anna Street Madras 600 002



Indian Overseas Bank

662 Big Bazaar Street Coimbatore 641001, South India. Branch

Cable Address:

IN CONFIRMATION OF OUR CABLE

Date: 22-12-1981

To M/s Asteros International Ltd P.O. Box 1615, Auckland, New Zealand (Beneficiary)

Advised through Commercial Bank of Australia, 624, Queen Street, Auckland, NEW ZEALAND.

Dear Sirs:

At the request of M/s DE. N. L. K. S. AI PAPER MILLS PVT LTD, 10-2 KRISHNASWAMY NAIWU LAD GUT, COIMBATORE 641011, SOUTH INDIA

we hereby open an irrevocable ~~xxx~~ / without recourse letter of credit No. CBA/020/101/81 in your favour authorising you to draw on them for a sum not exceeding US\$ 38000/- say thirty eight thousand only

available by your drafts drawn in duplicate on them at — sight for 100% Invoice value of merchandise described hereunder and accompanied by the following documents:

1. Signed commercial invoices in Octuplicate indicating import licence No. 001 1921-82 Annex 10, Item No. 13
2. Full set of "clean", "on board" bills of lading in order of Indian Overseas Bank, open to ~~order~~ accountees and ourselves (L. C. No. CBA/020/101/81 plus ~~two~~ non-negotiable copies)
3. ~~Full set of "clean", "on board" bills of lading in order of Indian Overseas Bank, open to order of accountees and ourselves (L. C. No. CBA/020/101/81 plus two non-negotiable copies)~~
4. Certificate of New Zealand origin in Octuplicate issued by Chamber of Commerce
5. Packing list in septuplicate
6. Weight and measurement list in septuplicate

Evidencing shipment of 200 Metric tons waste (mixed waste) US\$ 38000/- per M.T.

From any nearest port to Auckland Tatlicorin ~~and~~ Freight shipment is to be effected not later than 15-1-1982 Partshipments allowed ~~prohibited~~ This credit is valid for negotiation till 31.1.1982 inclusive at Auckland ~~all~~ charges outside India are for account of beneficiary ~~credit openers~~ (Name of country)

All drafts drawn under this credit should be marked "Drawn under Indian Overseas Bank Coimbatore Credit No. CBA/020/101/81 Dated 22-12-81" and Payable with interest at the prevailing rate from the date of draft till the approximate date of ~~return remittance~~

All documents should be atleast in duplicate unless otherwise mentioned. We hereby agree with the drawers, endorsers, bonafide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honoured on due presentation.

Special Instructions: 1) ~~Certificate from supplier that the goods are packed adequately to avoid damage over handling, loading and unloading.~~ 2) ~~Certificate from beneficiary that advance set of documents have been posted to openers.~~ 3) ~~Shipment should be made only by conference vessels which are on the approved list and which are sea worthy.~~ 4) ~~Certification of inspection by The Negotiating bank shall obtain reimbursement for all drafts negotiated under and in terms of this credit by drawing at sight on Irving Trust Company, 1, Wall Street, New York, USA, quoting our credit number and date accompanied by the negotiating bank's certificate that all terms of the credit have been complied with.~~

The original documents negotiated should be sent to us by the first available registered air mail and duplicate by subsequent air mail.

All negotiations made under this credit should be endorsed on the reverse hereof. This credit is subject to Uniform Customs and Practice for Documentary Credits (1974 Revision), International Chamber of Commerce, Publication No. 290.

well known International Inspection agencies required. 5) Since the Insurance is covered by buyers in India, please cable details of shipment directly to buyers as soon as the shipment Accountant. (T.D.M.)

Interview/Telephone: with Mrs Forbes who wished to cash wages approx. \$1,000. Advised her Bank unable to assist. She is to endeavour to ascertain whereabouts of funds \$1,000 due from Tonga, and \$1,000 overdue from Fiji. In addition, exports to India under D/C to take place on or before 15/1/82. Advised her Bank unable to allow increase in Co's O/D and T/L reduction \$1,000 was reversed yesterday. t

Name: ACTEAROA INTERNATIONAL TLD	Date: 10/1/82	Record No. S/L/A	Initials: J.S.
----------------------------------	---------------	------------------	----------------

Interview/Telephone with Director Cash who advised having received advices that Tongan bill \$4,500 has been paid. Bills clerk to endeavour to ascertain if funds lodged at Bank. In addition, has further funds due from Fiji. In addition, trade & Industries Dept payment \$9,500 also overdue. He stated that amount relates to claim for payment under Newmarket Development grant for the promotion of waste ~~paper~~ ^{paper} ~~recycling~~.

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone in Thailand and Japan. Co's Accountant has confirmed all expenditure details to the Dept. and refunds hopefully should be received within 2 weeks. Receipt of the Tongan funds, \$3,000 to be lodged to Co's NO. 2 A/c to meet telephone A/cs and other pressing creditors. O/D now \$42,000 and I have agreed to meet wages \$1,100. Advised Mr Cash that int approx. \$4,000 is due at the end of this mth

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------


Interview/Telephone and this has to be met. Co to negotiate D/C \$13,000, being export of 51 tonnes of paper to Mauritius. Boat is loading now and negotiations hopefully to take place 4/5/82. Profit to Co in this transaction \$7,000. In addition, D/C negotiation \$2,000 plus to take place on or about 23/1/82 and this to result in profit \$40,000. Once this negotiation takes place, Co's liquidity will vastly improve and

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone recourse to excess O/D will not be required. He stated that house P/y (supporting sec) did not sell at auction and sale to be held in abeyance until say February and he maintains P/y market should again be fairly competitive. Stated there was 1 party still interested in P/y at \$250,000 but this is subject to purchaser arranging sale of his own P.y. Sec clerks please do not allow increase in O/D with

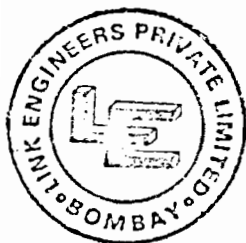
Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone exception of wages pending receipt of above funds.

Name: AOTEAROA INTERNATIONAL LTD	Date: 23, 12 81	Record No. D/L/A	Initials: 
----------------------------------	-----------------	------------------	---

15

10



Telephone : 622945
Cable : LINKNATNAL New Delhi
Telex : 031-4586 PULP IN

LINK ENGINEERS PRIVATE LIMITED

REGISTERED AIRMAIL

508 & 701
SAHYOG BULDG.
58, NEHRU PLACE
NEW DELHI-110019

REF : AOTEAROA/SHREE PADMA/SN/MJ/663A

RECEIVED 24.11.1981

M/S. AOTEAROA INTERNATIONAL LTD.
P.O. BOX NO. 1615
AUCKLAND
NEW ZEALAND

ATTN : MR. P. D. CASH
MANAGING DIRECTOR

RE : PAYMENT OF OUR CONSULTANCY FEE ON ACCOUNT OF
ORDER NO. FPPM DATED JULY 24, 1981 PLACED BY
SHREE PADMA PAPER MILLS LIMITED FOR 100 MT OF
COMPUTER PRINTOUT AND 100 MT OF MANIFOLD WHITE
LEDGER FOR US \$ 69,000 CIE CALCUTTA

Gentlemen,

Please refer to our letter No. 173A of November 24, 1981 in which we had requested you to remit us in equivalent Indian Rupees of US \$ 12070 in the form of Demand Draft payable at any New Delhi bank, on account of our consultancy fee. We regret to note that till date we have not received the above remittance and as such shall request you to please favour us with the remittance at your earliest.

Best Wishes for Holiday Season.

Best regards,

Yours truly,
for LINK ENGINEERS PRIVATE LIMITED

SATISH NISCHAL
GEN. MANAGER(MARKETING)

WORLD WIDE ASSOCIATES

Telex : 011-3630 Regd. Office : 408, Arun Chambers, Tardeo, BOMBAY-400034, Telephone : 370399 Cable : LINKNATNAL BOMBAY

A. P. Export Corporation

Exporters : Importers : Manufacturers

~~29th December 1991~~

Office : 1/A, Vansittart Row,
2nd Floor, Calcutta-700001
India ; Telephone : 23-8134
Works : Sazirhaat, P. O. Kodachandigarh
Via Madhyamgram, 24 Parganas
Banker : Aliahabad Bank
Cable : Exorbitant
Postal Address : G. P. O. Box 2894

Mr. M. D. Cash
The Managing Director
Aotearoa International Ltd
P. O. Box 1618
Auckland
New Zealand

Dear Sir,

We are in receipt of your letter dated 5th December 1991 and have noted the contents very carefully.

In reply we write to inform you that the prices you have quoted for different types of waste papers are now a little high and as such our clients are not willing to establish business on the same. Further Singapore is also exporting large quantity of various grades of waste paper to India on a very competitive price in comparison with your prices. Hence we would request you to please consider the price reduction and inform us accordingly so that we can procure good business for our mutual benefits.

We confirm that payment will be made by irrevocable letter of credit in your favour through your bankers.

Looking forward to the pleasure of receiving your samples along with revised prices at the earliest.

Thanking you,

Yours faithfully,
For A.P. EXPORT CORPORATION

Alok Agarwala

Alok Agarwala

(12)

34 2365 PUNA. IN
000.8 MIN
*

1968 DD 33.12.23
ATT:MR. JOHN EASTON

- NICE TO HV U IN S'PORE, WISH U AND FAMILY MERRY X-MAS N HAPPY
NEW YEAR.
- WE RVD ALL YR LTR, THANKS N'LL REVERT EARLY NEXT WEEK, ASSURE U
WE ARE WORKING ON THE MATTERS. REFISH FR H'YOND, DO NOT MAKE
MOVE AT YR END, BEFORE HAVING ANY SHENLIGHT-ER-RE.
KIND RGDS, KHOUW
VENCO R833552VVVVC *

18

7

95451 WANDER G
11.00 HRS GMT 31.12.81.

ATTN PAUL CASH

HAVE RECVD FOLL TLX FROM CHOPRA WHICH MAKES GOOD READING
PROVIDING U CAN CONFIRM ARRIVAL OF L/CS WITH U.

11

ALL BUYERS OPENED L/CS EXCEPT SARAF WITH NOS. AS FOLL:-

1. DANALAKSHMI PAPER MILLS PVT LTD - 200 T MIXED
L/C NO. CBA/020/101/81 DATED 22ND DEC

2. SOUTH INDIA PAPER MILLS LTD - 200 T MIXED
L/C NO. BL/10150 DTD 16.12.81

3. SHIVA PAPER MILLS LTD - 100 T CPO AND 60 T WHITE LED
L/C NO. 11392 DTD 23.12.81.

4. SRI VENKATESA PAPER AND TAMILNADU BOARD L/CS FOR 100 T
MIXED EACH WERE OPENED 26.12. BUT NO NOS. AVAILABLE AT MOM

5. SARAF L/C BEING TELEXED 1.1.82 BUT BEFORE THAT PSE CONFIRM
THAT IF NZ RECEIVE L/C ON 2.1.82. THEY WILL DEF SHIP ON
'SUN OPAL' 300 T MIXED.

6. WHATEVER NZ CAN OFFER WE CAN TAKE SO AFTER ETD OF 'SUN OPAL'
PSE VISIT NZ VIA NEW DELHI AND I WILL JOIN U AFTER 3-4 DAYS
IN NZ AND WE CAN OPEN LONG TERM L/CS FOR 5-6,000 TONNES
FOR SHIPMENT TILL JUNE. RGDS CHOPRA +

PAUL, IT LOOKS OK SO FAR - PSE CONFIRM U HAVE ALL THIS TONNAGE
READY FOR LOADING AND U CAN LOAD THE 300 T MIXED IF U RECEIVE
THE LAST L/C ON 2.1.82.

PSE GIVE ME LATEST ETD OF THE VESSEL. CONFIRM RECEIPT OF
L/CS AND THEN U MUST CONFORM EXACTLY WITH L/CS IN EVERY WAY
DO NOT OVER LOAD.

I AM AVAILABLE TO COME OVER TO U VIA INDIA IN JAN IF THE SHIP
LEAVES OK WITH THE TONNAGE AND U HAVE GOOD CHANCE TO REPEAT
VESSELS BETWEEN FEB/JUNE 1982.

LOOK FORWARD TO YR NEWS AND WISH YOU A VERY HAPPY AND PROSPEROUS
NEW YEAR WITH MUCH HOPE THAT I SHALL BE SEEING U IN NZ VERY
SHORTLY - TRUST ALL WILL GO SMOOTHLY WITH THIS SHIPMENT.

BEST RGDS
NIGEL ++

95451 WANDER G&

BEST RGDS
SHIN YAMADA/M OTSUKI
KOHYO CO LTD *
ARTEX N021504
95451 WANDER G
17.45 HRS GMT 5.1.82.

ATTN PAUL CASH PSE

VERY DISAPPOINTED TO LEARN LAST NIGHT THAT THE 'SUN OPAL'
HAS BEEN WITHDRAWN - I REALLY DO HOPE YOU CAN FIND ANOTHER
VESSEL AS TO LET THE INDIANS DOWN NOW WOULD CERTAINLY J
JEOPARDISE FUTURE CONTRACTS WHEN ALL LOOKS QUITE GOOD FOR
THE FUTURE. DOES THE WITHDRAWAL MEAN THAT THERE IS STILL
1000 TONNES PULP TO SHIP TO INDIA ??
WUD APPRECIATE YR LATEST INFO AS WE MUST INFORM INDIA EVEN
IF NOT SUCH GOOD NEWS.
WHEN DO L/Cs EXPIRE ??

RGDS
NIGEL +++

95451 WANDER G*
ARTEX N021504

⑫

(15)

5

2043 CHOYWONG FU

EXC [REDACTED]

HAVE TODAY SENT FUNDS BY T/T - PLEASE CHECK WITH YOUR BANK AT
18A 400 QUEEN STREET

LILY FONG

2043 CHOYWONG FU &
[REDACTED]

ATTN: ALLEN
JAN 5, 82

TKS VR PROMPT OFR FOR [REDACTED]

AS ADVD YOU ARE REQUIRED VERY COMPETITIVE PRICE FOR THIS FISH.
B005 OUR LOCAL INVNTRY OF THIS FISH IS QUOTED APPROX USD1.25 PER
KG CNF JPN AS EQUIVALENT. THERE NEED TO BE THIS LEVEL OF NEW
CATCH PRDCTS FOR ONLY 1 FOL AS OUR SPECIAL ORDER. PLS KEEP US
ADVISED.

BEST 5509
SHIM YAMADA/M OTSUKI
KOHYO CO LTD [REDACTED]

THE SHIPPING CORPORATION OF NEW ZEALAND LTD.
COASTAL SERVICE

WEEKLY INVOICE/STATEMENT

P.O. BOX 3344
WELLINGTON, N.Z.
Telephone 728-500
Telex NUCOR
NZ 3495

CUSTOMER No. D997033 DATE 07/01/82 PAGE 1

DATE	REFERENCE	VOYAGE	DEBIT	CREDIT
9/12/81	60037363	4117	650.00	

PAD 25/2/82

TOTAL AMOUNT NOW DUE \$ 650.00

AOTEAROA INTERNATIONAL LTD
PO BOX 1615
AUCKLAND 1
NEW ZEALAND

"SEA CARRIER TO THE NATION"

THE SHIPPING CORPORATION OF NEW ZEALAND LTD.

COASTAL SERVICE



CUSTOMER No. D997033
DATE 07/01/82 PAGE 1

REFERENCE	VOYAGE	AMOUNT
CURRENT	VOYAGES	
60037363	4117	650.00

TOTAL DUE \$ 650.00

AOTEAROA INTERNATIONAL LTD
PO BOX 1615
AUCKLAND 1
NEW ZEALAND

PLEASE REMIT PAYMENT WITH THIS ADVICE TO:
P.O. BOX 3344, WELLINGTON.

REMITTANCE AMOUNT

Paul Cash
20 Marine PDE
Herne Bay Auckland
P. O. Box 1615
Auckland, N. Z.

Hello Paul;

I hope all is going well with you and your wife. As I remember, your baby should be arriving very soon.

I suppose you are still doing lots of traveling. I hope your business is still prospering. I read an article in the Oregonian newspaper several days ago that may be of interest to you.

The Lyons Club has many tons of old telephone directories stored in a warehouse here and are looking for a market for them. I think the books could be bought at a reasonable price. These books could be shredded and digested into pulp or used for insulation. If you can use them, let me know. I will make contact here for you.

I received a Christmas card from Bill Taylor but he didn't write a darn word so I don't know how he or their business is going.

The lumber industry is in a very bad recession here. Over half the mills are shut down or are curtailed production. I don't think 1982 will improve very much.

If you know or hear of any good business, export, import, etc., I would be very much interested in getting into something of that nature. I now have a distributorship for Ultraviolet water purifiers. I would think some of the Islands and Countries you travel to would have a need for these.

When you get back to Portland be sure and give me a call. If I can be of any help to you on this side let me know.

Tell your lovely wife we are thinking of her and are anxious to hear about the baby.

Best Regards,

Walt Cook

CASHE D

TKS YR LTR AND REPLYING BY AIRMAIL
MEANTIME ~~WANT~~ PLS FORWARD BROCHURES
PRICES AND TECHNICAL DETAILS URGENTLY.

14th January 1982

A.P. Export Corporation,
G.P.O. Box 2894,
Calcutta, 700001,
INDIA.

Attn: Mr Alok Agarwala

Dear Sir,

We are in receipt of your letter dated 29th December.

Thanks very much for your efforts, however we have already sold substantial quantities of waste paper to India and we feel at this present time there is now need to reduce the price.

Yours faithfully,
ACTEARCA INTERNATIONAL LTD

P.A.D. Cash,
MANAGER.

24

9

PAUL
THKS YRS TODAY
GOOD NEWS ON FUTURE SHIPPING

PROPOSE ARRIVE AUCKLAND FRI 29/1 WILL GIVE ETA AND FLT NO:
SOONEST.
WILL STAY GLADLY WITH U AS LONG AS SUITABLE
WUD INTEND LEAVE NZ THURS/FRI 4/5TH FEB
THIS LEAVES A LITTLE TIME FOR ME TO SEE SOMETHING OF YR COUNTRY.
HAVE TLXD CHOPRA WITH MY ITIN. AND WILL CONFIRM ALL TOMORROW

RGDS
NIGEL ++

95451 WANDER G@
1075X NR01001

9

④

RECEIVED
26 JAN 1982

BOALES NZ3351
MADAKI NZ21046
FIN

28/1/82
0291/DWT

MARKETING

HAVE TODAY HAD MEETING WITH AGEEAROA INTERNATIONAL WHO CURRENTLY
HAVE U/GS FOR 1100 TONS BAIED PAPER (WASTE) FOR COCHIN/MADRAS
FOR SHIPMENT BARR VOY 72 STOP IN ADDITION UNDERSTAND COULD
POSSIBLY HAVE AVAIL FURTHER 1000 TONS FOR BOMBAY STOP UNDERSTAND
RTM RATE ALREADY QUOTED FOR THIS CARGO BY SCANCARRIERS USD121 PER
/TONE. BAF/CAF PLS CONFIRM RATE APPLIES TO BOMBAY/COCHIN/MADRAS
ALSO THAT CAPACITY AND ONCARRY SERVICE WILL BE AVAILABLE STOP
PLS ALSO ADVISE IF ROLSTERS WILL BE CARRIED THRU TO
DESTINATION PORT OR WILL STRIPPING IN DUBAI BE UNDERTAKEN
STOP PLS ADVISE MAXIMUM LOADED BOSTER HIEGHT STOP
APPRECIATE ANSWER THURS IF POSSIBLE THX,

+++

EACAKL NZ21046+
SCALES NZ3351

27

26/1/82.
SCANCARRIERS HOVIK.

OEB 7098 OA.

WE HAVE RECEIVED FIRM ENQUIRY FOR 1100 TONS BALED PAPER WASTE FOR COCHIN/MADRAS WHICH SHIPPER AOTEAROA INTERNATIONAL HAVE THE LETTER OF CREDIT FOR AND REQUEST SPACE ON BARRANDUNA V72. THEY ARE ALSO WORKING ON 1000 TONS FOR BOMBAY FOR SAME VSL. PLS ADVISE WHAT TIME WE CAN EXPECT ANY DECISION ON TRANSHIPMENT SERVICE TO BE USED FROM DUBAI AND WHAT FREIGHT RATE TO BE USED. SHIPPER REQUIRES ANSWER BY THURSDAY OUR TIME TO SECURE DEAL.

+++

10/000 sa n
26/1/82 oeb/gf
no: 1137

29

from scancarriers oslo, to:-

bbs dubai
attn c. bryn

cargo for madras/cochin ex nz

have had enquiry for 1100 tons baled paper waste for madras/cochin shipment intended with eee intended with barranduna 72 - appreciate your rate idea and service from dubai.

28

AVSENDET 28 JAN 1982

7095oeb/7098oa

paper waste to madras/cochin - checking o/c rates/possibilities via dubai meantime would appreciate your views on whether cargo can stand a higher rate than the usd 150 per tonne as quoted to bombai/karachi as there will no doubt be higher o/c costs involved.

N= p. tek

++

OEB 7105 OA/7095 OEB.

WE HAVE BEEN TOLD BY SHIPPER THAT THIS CARGO IS NOT IN POSITION TO STAND A HIGHER FREIGHT RATE THAN USD125. PERSONALLY BELIEVE WE SHOULD TRY USD150 PROVIDED T/S SERVICE FROM DUBAI TO THESE TWO PORTS IS NOT TOO HIGH. GRATEFUL FOR QUICK REPLY.

MOTTATT 27 JAN 1982

...

7105oeb/7105oa

AVSENDET 27 JAN 1982

paper waste for madras/cochin - agree quote usd 150.-

++

30.

13.59 ☉
18788b sa n
45643 MOHAFA EM

TO SCANCARRIERS OSLO FM BARBERSHIP DUBAI

31907 27.1.82

RE: MADRAS/COCHIN EX NEW ZEALAND

RYT 26/1 NO 1137

WE CONFIRM CAN ACCEPT AT RATE AS INDICATED BEFORE IE: USD 55/=
W/M PLUS USD 6.00 TRANSHIPMENT HANDLING CHARGES DUBAI.
FREQUENCY OF SERVICE EX DUBAI EVERY 3-4 WEEKS, HOWEVER
IF BOOKING CONFIRMED TO US WELL IN ADVANCE WILL DO
UTOMOST HAVE FEEDER VESSEL LIFT CARGO WITH 1-2 WEEKS
AFTER BORRANDUMON DISCHARGED DUBAI.

RGDS

☉
18788b sa n
45643 MOHAFA EM

12A

31

+
FACAKL NZ21046
SCALES NZ3351
27/1/82 OA
EAC - SE977.
STRMTM - SST915.
FROM SCANCARRIERS.

ATTN JHT-DWT.

PAPER PRODUCTS FOR INDIA:

FYI WE WILL ACCEPT PAPER PRODUCTS AND FORESTRY TRANSHIPPED OVER
DUBAI FOR BOMBAY AND KARACHI AT A GROSS RATE OF US\$140.
AT THE MOMENT DUBAI ENQUIRING RE T/S CHARGE TO MADRAS/COCHIN
AND WE WILL BY THE END OF THE WEEK BE IN POSITION TO INFORM YOU
OF THE GROSS FREIGHT RATE TO THESE TWO PORTS FOR PAPER PRODUCTS
AND FORESTRY.

+++

SCALES NZ3351#
FACAKL NZ21046
1559 PHN

==#+
FACAKL NZ21046M#
SCALES NZ3351

RECEIVED
27 JAN 1982

+

32

13

1

27/1/82.
SCANCARRIERS HOVIK.

7105 OA/7095 OEB.

WE HAVE BEEN TOLD BY SHIPPER THAT THIS CARGO IS NOT IN POSITION TO STAND A HIGHER FREIGHT RATE THAN USD125. PERSONALLY BELIEVE WE SHOULD TRY USD150 PROVIDED T/S SERVICE FROM DUBAI TO THESE TWO PORTS IS NOT TOO HIGH. GRATEFUL FOR QUICK REPLY.

+++

33

12

7105OEB/7105OA
PAPER WASTE FOR MADRAS/COCHIN - AGREE QUOTE USD 150.- V

+++

27

33A

23/1/82 JR
EAC - SE287.
STRMTM - SST212.
CLSENCO - SQ259.
TURNBULL - STJ239.
SCALCS - SB223.
TRIDENT - STR267.
FROM SCANCARRIERS.

COCHIN/MADRAS:

FREIGHT RATE OF US\$150-00 PER TON HAS BEEN STRUCK FOR PAPER WASTE.

+++

34

57/PAP



NEW ZEALAND HIGH COMMISSION
39 GOLF LINKS
NEW DELHI-110 003

27 January 1982

Dear Mr Cash,

Please refer to my letter of 8 January 1982 addressed to Mr M.K. Munshi, Deputy Manager of the Shipping Corporation of India, Bombay, a copy of which was endorsed to you.

Mr Munshi has now advised that due to the substantial increase in the cost of operation and other overheads during the past one year, the freight rate of US\$100 per metric tonne free in liner out for the shipment of waste paper from New Zealand to Madras port is unworkable. He has explained that the unloading operations at Madras are very tardy and there is acute shortage of space in the transit shed for stacking import consignments. The constraints have rendered their operation on this sector uneconomical.

Mr Munshi has denied that Dalgetys had made any firm offer to you although he feels that it is essential to fix a mutually acceptable freight rate. He has apparently explained the above position in various telex messages sent to you in the first week of this month.

I discussed the matter with Mr M.M. Chopra of S&H Industrial Corporation a few days before he left for Australia and New Zealand. He told me that certain letters of credit had since been amended to take care of the freight charges and that you were in the process of shipping a few waste paper consignments by an SCI vessel to Calcutta port.

With kind regards,

Yours sincerely,

A handwritten signature in cursive script, appearing to read 'K.L. Khanna'.

K.L. Khanna
Marketing Officer

Mr Paul Cash
Managing Director
Aotearoa International Ltd.
P.O. Box 1615
AUCKLAND.

ANSTISS & FROUD LIMITED

BOX 56-114, DOMINION ROAD, AUCKLAND, 3.

L.P.G. CONVERSIONS. FORK HOIST HIRE & ALL MECHANICAL MAINTENANCE



*Clotearca International,
Box 1615
Auckland.*

CLEAN AIR L.P.G.



STATEMENT FOR MONTH ENDING

DATE *28/11/58*

OVERDUE ACCOUNTS	3 MONTHS & OVER	2 MONTHS	1 MONTH	BALANCE
	<i>469</i>	<i>39</i>		<i>469 39</i>

DATE	REF. NO.	DETAILS	DEBIT	CREDIT	BALANCE
<i>PLEASE PAY</i>					
<i>PAID. 28/11/58</i>					

STRICTLY NET
ACCOUNTS DUE 20th MONTH FOLLOWING DATE OF STATEMENT.
CASH RECEIVED AFTER END OF MONTH WILL BE CREDITED ON NEXT STATEMENT.

THE LAST AMOUNT IN THE BALANCE COLUMN IS THE AMOUNT OWING.

STATEMENT

ODL IN TRANSPORT & STORAGE LIMITED

MEMBER OF THE ODLINS GROUP

PHONE
844-016

50 CABLE STREET

PAGE
1

P.O. BOX
179
WELLINGTON

PAUL CASH (ACTEA INTERNAT LTD)
P O BOX 1615
AUCKLAND

CUSTOMER No.
SN1C570
DATE
1/01/82

PAYMENT IS DUE ON THE 20TH OF THE MONTH FOLLOWING PURCHASE.

DATE	REFERENCE	NET	CREDIT
	C/FCRWARD	218.00	
01/82	95518909 IN	74.00	
01/82	95805099 IN	86.79	
01/82	95812213 IN	163.10	

Paul, the further credit until this is settled Paul.

PAID 25/3/82

3 MTHS. & PRIOR	2 MTHS. OVERDUE	1 MTH. OVERDUE	CURRENT
98.00	60.00	60.00	323.89

BALANCE DUE
541.89

37

23

U-BIX COPIERS (NZ) LTD
P O BOX 52012
KINGSLAND
AUCKLAND 3 PH 860159

CUSTOMER No.

0162

STATEMENT

AOTEAROA INTERNATIONAL
BOX 1615
AUCKLAND

FOR MONTH ENDED

~~31-1-1977~~

3 MONTHS	2 MONTHS	1 MONTH	BALANCE	
29.50	0.00	0.00	29.50	
DATE	DETAILS		DEBIT	CREDIT
<p>URGENT ACTION</p> <p>THIS ACCOUNT IS OVERDUE PLEASE PAY AT ONCE.</p> <p>AK3</p>				
3 MONTHS	2 MONTHS	1 MONTH	CURRENT	
29.50	0.00	0.00	0.00	
AMOUNT DUE			\$	29.50

PAID

SCALES NZ3351
EACAKL NZ21046

14

2/2/82
Q376/DWT

JR/DWT
AOTEAROA - WASTE PAPER TO INDIA
FURTHER MEETING TODAY WITH AOTEAROA WHO REQUEST RECONSIDERATION OF
RATE QUOTED FOR WASTE PAPER TO INDIA STOP THEY REQUEST BEST RATE
TO BE CONFIRMED BY TELEX (TO NZ 2193) INDICATING DURATION OF
VALIDITY WHICH SHOULD BE FOR 6 MONTHS IF POSSIBLE BUT MUST BE
UNTIL END JUNE '82 AS MINIMUM STOP
PLSE CONFIRM

+++

CORRECTION SHOULD READ (TO NZ 21931)

+++

EACAKL NZ21046+
SCALES NZ3351

15

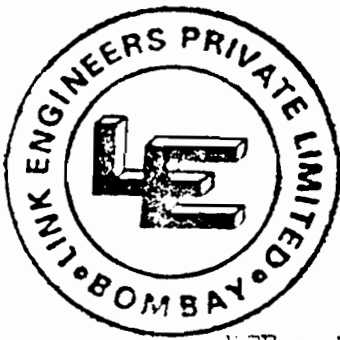
3/2/82 JR
AOTEAROA - ATTN PAUL CASH.
(CC EAC - SD100 - ATTN DWT-BKT).
FROM SCANCARRIERS.

handwritten note

REMG OUR DISCUSSION ON FRIDAY 28/1 WE AGREE TO A PROMOTIONAL RATE
OF US\$122-00 PLUS ANY CAF AND IAF AND THIS RATE WILL BE HELD UNTIL
29/7/82.

THIS RATE IS TO COVER YOUR PAPER WASTE WHICH IS TO BE SHIPPED ON
YOUR PALLETS OR SKIDS AND WILL BE LOADED ONTO OUR VESSELS AS
UNITISED CARGO. OVERALL PALLET HEIGHT (FROM GROUND TO TOP OF CARGO)
NOT TO EXCEED 8.5 FEET.

+++



40

Telephone : 68294, 68294

Cable : LINKNATNAL New D

Telex : 031-4580 PULP IN

LINK ENGINEERS PRIVATE LIMITED

REGISTERED AIRMAILRoom Nos. 503 & 701
SAHYOG BLDG.
58, Nehru Place
NEW DELHI-110019

REF : AOTEAROA/SHREE PADMA/SN/101/ 160/117

FEBRUARY 5, 1982.

M/s. Aotearoa International Ltd.,
P.O. Box No. 1615,
Auckland,
NEW ZEALAND.Attn : Mr. P. Cash
Managing Director.Customer: M/s. Shree Padma Paper Mills Ltd.,
800, 809 & 810, Chiranjiv Tower,
43, Nehru Place,
NEW DELHI - 110 019.Re : Supply of 100 MF Computer Printout and
100 MF Manifold White Ledger.Ref : Their Purchase Order No. FPPM dated July 24, 1981.


Gentlemen,

We regret to note that inspite of our several reminders you have till date not replied to our following letters, in which we had requested you to remit us our technical fee in equivalent Indian rupees of US \$ 2070 in the form of Demand Draft payable at any New Delhi Bank :

1. Letter No. 173A of November 24, 1981.
2. Letter No. 664A of December 23, 1981.

We fail to understand the reason of your not acknowledging our letters. For the sake of good business relationship, we shall appreciate receiving the above remittance without further delay.

Best regards,

Yours truly,
for LINK ENGINEERS PRIVATE LIMITED
SATISH NISCHAL
GEN. MANAGER (MARKETING)CC : BY ORDINARY POST.

WORLD WIDE ASSOCIATES

25

41

SECRETARY GENERAL
UNITED NATIONS

URGENT CONFIRM DOB IN SHORTER WHITE LEADER AT USD 340. 1 AND P. 1-7
141 AND 100 MT 500 AT USD 200 0 AND P. 1-7 CALUTTA 8- AGAINST
LTC. JAMES WHITE INSPECTION CERTIFICATE FOR ANY INTERNATIONAL
INSPECTION AGENCY AT YOUR COST WITH IMMEDIATE EFFICIENT STR FLS ADV
REPLY IN 7447 GULL IN

ALSO REPLY
RE: EXPORT OPERATIONS CALUTTA

DI 7447 GULL IN 0011000000 0

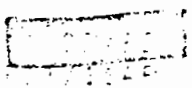
024 DD 110010

ATTN: MR. JOHN EASTON

RE: OUR TLY OF 014 DI 621400, PLEASE REPLY ASAP.

THE N. SING. MENDO STE. LTD - SINGAPORE
MENDO STEEL

WVVM



ATTN: MR. PAUL CAH

URGENT I AM MUCH INTERESTED. KINDLY REQUEST YOU EXTEND OFFER
TO ME UNTIL MONDAY 14.00 HRS S.A. TIME AS UNABLE TO REPLY
MONDAY 14.00 HRS.

THE N. SING.
MENDO STEEL
MENDO STEEL

15/2/82.
MADRAS/INDIA SERVICE.
1005 04/7100 DWT.
10 SIDNEY - WAGON.

WE CAN RESTRICTED FOR LIFTING ON BKA WFE. WE FULLY UNDERSTAND THE SITUATION AND WILL RESTRICT OUR TOTAL LIFTINGS FROM 2200 2200 WEIGHT TONNES. WE HAVE A FEW COMMENTS FOR YOUR INFORMATION. A/S SERVICE

FIRM BOOKINGS FOR THIS AREA HAVE NOW PASSED 2200 W/T AND ALLOCATED SPACE OF 3000 W/T WILL CERTAINLY BE REACHED BEFORE VESSELS ARRIVAL. HAVE ACCEPTED 800 TON WASTE PAPER FROM AKL/NPE/TIU TO BOMBAY WHICH WILL BE UNITISED. LONG WAIT LIST OF REEFER CARGO. AS EARLIER INDICATED TO YOU MAIN BULK OF OUR LIFTINGS TO A.S. WILL NO DOUBT BE LOW PAYING FORESTRY PRODUCTS. JEDDAH/NEESA SERVICE

AS RIGHTLY POINTED OUT BY YOU WE HAVE NOT BEEN IN POSITION TO EXCEED 3000 TONS LIFTING ON OUR LAST THREE SAILINGS AND DO FEEL SAME TREND WILL CONTINUE WITH A SMALL ADDITIONAL LIFTING FROM TAURANGA TO NEESA DESTINATIONS AND THIS WILL MAINLY BE KIWIFRUIT.

+++

AGL NZ21246
GALES NZ3351

3/2782
25957DWT

⑥
NPE
RSC
NPE
CANT
TIU

SCANCARRIERS WELL - JR/DWT
BARRANDINA VOY 72

PAUL CASE - ACTEARCA INTL WISHES BOOK FIRM FOLLOWING:

- AKL/KARACHI 300 TONS MAGAZINE WASTE (3 TON PLTS)
 - AKL/BOMBAY 80 TONS COMPUTER PRINTOUT WASTE (1 TO 1.8 TON PLTS)
 - AKL/BOMBAY 40 TON WHITE LEDGER WASTE (SAME)
 - AKL/BOMBAY 650 TONS MIXED WASTE (1 TON PLTS)
 - NAPIER/BOMBAY 60 TON COMPUTER PRINTOUT WASTE (1 TO 1.8 TON PLTS)
 - CHCH/TIU/BOMBAY 25 TONS BITTO
- ABOVE FIRM SUBJECT TO L/C'S WHICH UNLIKELY TO BE A PROBLEM
STOP. PLEASE CONFIRM SPACE SECURE.

AGL NZ21246
GALES NZ3351



9th Floor Downtown House Queen Street Auckland 1 New Zealand
PO Box 3420 Auckland Telephone 797-210 Telegraphic 'NUCOR Auckland' Telex ANUCOR NZ2822

15 February 1982

The Manager
Aotearoa International Ltd
2 Pompalier Terrace
PONSONBY

Dear Sir

Further to our letter dated 5th February we wish to advise that your cheque for \$1550.50 has been dishonoured a second time, and the bank have advised us that it cannot be presented a third time.

As this cheque was for a shipment on Forum N.Z. Voyage 18, which sailed in August 1981, and is one of five overdue accounts for freight totalling \$8100.49, all of which are well overdue for payment, we intend taking legal action for recovery of the above amount unless payment in full is received by 19th February.

The outstanding accounts are as follows:-

Forum N.Z. Voy 18	B/L 44	1550.50
Forum N.Z. Voy 20	E/L A68	1783.08
Forum N.Z. Voy 20	B/L A1	2333.83
Forum N.Z. Voy 21	B/L A13	1783.08
Coastal Trader V17	B/L 37363	650.00
		<hr/>
		\$8100.49
		<hr/>

PAID 19/2/82

PAID \$6549.99

25/3/82

2052.91

Yours faithfully
THE SHIPPING CORPORATION
OF NEW ZEALAND LIMITED

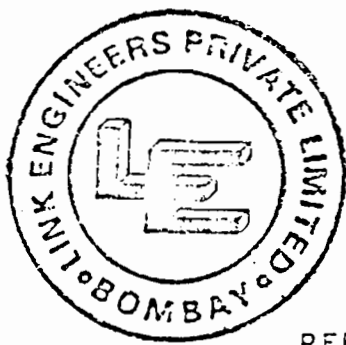
K J Leggett
Ak Branch Accountant

KJL:KP

Mr Gould 797 210

Wednesday MORNING

cheque for \$6549.99



LINK ENGINEERS PRIVATE LIMITED

REGISTERED AIRMAIL

503 & 701
SAHYOG BULD
58, NEHRU PLA
NEW DELHI-11

REF : AGTEX/W PAPER/SKS/RD/18554

M/s Aotearoa International Ltd.,
P.O. Box No. 1615
Auckland
NEW ZEALAND.

Attn : Mr. Paul Cash
Managing Director

Re : M/s Seshasayee Paper & Boards Ltd.
Pallipalayam, Salem District
Tamil Nadu
I N D I A

Gentlemen,

It is most surprising that you have not cared to reply or keep us informed about the exchange of correspondence with Seshasayee Paper & Boards Ltd. We understand that a large number of letters and cables have been sent to you by our customer M/s Seshasayee. We note that either you have not acknowledged them or not sent us the copies.

We maintain a very high record of efficiency and all the paper mills in India have been very satisfied with our company.

In view of unsatisfactory response from your organisation which may affect our reputation, we are forced to discontinue our business relationship with your organisation.

Best regards

Yours truly
for LINK ENGINEERS PRIVATE LIMITED

S.K. SIKKA
CHAIRMAN CUM MANAGING DIRECTOR

C.C. SASHASAYEE PAPER & BOARDS LTD.
C.C. NEW ZEALAND HIGH COMMISSION
WORLD WIDE ASSOCIATES

46

Telephone ~~XXXXXX~~, 682948
Cable : LINKNATNAL New Delhi
Telex : 031-4580 PULP IN



LINK ENGINEERS PRIVATE LIMITED

REGISTERED AIRMAIL

503 & 701
SAHYOG BULDG.
58, NEHRU PLACE
NEW DELHI-110019

REF : ADTEX/SHREE PADMA/SK5/RD/1884A

FEBRUARY 17, 1982

M/s Aotearoa International Ltd.,
P.O. Box No. 1615
Auckland
NEW ZEALAND

Attention : Mr. Paul Cash
Managing Director

Customer : M/s Shree Padma Paper Mills Ltd.
808, 809 & 810, Chiranjiv Tower,
43, Nehru Place,
NEW DELHI - 110 019.

Re : Supply of 100 MT Computer Printout and
100 MT Manifold White Ledger.

Ref : Their Purchase Order No.FPPM Dated July 24, 1981

Gentlemen,

We are extremely sorry to record that you have not cared to reply to our following letters :-

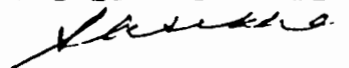
1. Letter No. 173A of November 24, 1981.
2. Letter No. 664A of December 23, 1981
3. Letter No. 1604 A of February 5, 1982

You have also not taken any steps to remit our commission of USD 2070, inspite of repeated requests. We shall like to know the reason for your complete silence on the above subject.

We are not interested in continuing our business relationship with your organisation for the sake of good relationship, we shall request you to remit our commissions without further delay.

Best regards

Yours truly
for LINK ENGINEERS PRIVATE LIMITED


S.K. SIKKA
CHAIRMAN CUM MANAGING DIRECTOR

WORLD WIDE ASSOCIATES

C.C. NEW ZEALAND HIGH
COMMISSION

Regd. Office : 408, Arun Chambers, Tardeo, BOMBAY-400034.

Telex : 011-3630

Telephone : 370399

Cable : LINKNATNAL BOMBAY

Phones : Off. : 681137
 Res. : 643196, 644266
 Gram : "PAKCHER" NEW DELHI
 Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS

408 - MANSROVER, 90 - NEHRU PLACE, NEW DELHI - 110019, INDIA

Ref. No. SHIC/.....123/82

Dated.....19th Feb.....1982

Sh. Mahnder Bhai Patel,
 Managing Director,
 The South India Paper Mills Ltd.,
 Chikkayana Chatra,
 PO. Nanjangud 571 301
 Karnataka State,
NANJANGUD

Dear Sir,

SALE NOTE FOR IMPORTATION OF 200 MTS OF
 PRINTERS MIXED CUTTINGS FROM NEWZEALAND
 DATED: 9.12.1981

We thank you very much for your letter No. Imp/PO/WP/NZ
 817 dtd. 13th February 1982.

We sincerely regret our principals inability for having
 not been able to ship the goods sofar as no vessel is
 available from Newzealand. We expect a vessel in early
 March in which we positively will ship the Cargo. The
 big problem is that there are no vessel direct from
 Newzealand to any southern port, and we will have to
 tranship the goods probably in Sydney or Singapore. The
 name of the vesel is expected very soon. Incase of such
 transhipment we may have to get your L/C amended to permit
 transhipment also,

Kindly find enclosed our cheque for Rs. 1000/- being the
 L/C and amendment charges etc. Kindly acknowledge the
 receipt.

Thanking you,
 Yours faithfully,

(M.M. CHOPRA)

CC: Mr. Paul Cash,
 M/s. AOTERORA INTERNATIONAL LTD
 P.O. BOX 1615 AUCKLAND, NEWZEALAND

Pls send us Draft of U.S. \$ 120.00 being the above amount
 incurred on understanding that you will pay for L/C operative
 cable charges.

HEAD OFFICE :

FLAT No. 323
 DADAR-COMMERCIAL PREMISES
 CO-OPERATIVE SOCIETY LTD.
 100, DADAR ROAD, DADAR, BOMBAY-400014

BANKERS :

I INDIAN BANK
 A-261, DEFENCE COLONY,
 NEW DELHI-110024
 II DENA BANK

48
RECEIVED

FEB 1982

14
18

ScanCarriers

Geo. H. Scales Ltd.
P.O.Box 1392
WELLINGTON 1
New Zealand

ScanCarriers A/S

Maries vei 20
P.O.Box 210, N-1322 Høvik, Norway
Telephone: 02 - 12 10 50
Telex: 18 788
Telegrams: SCANZ
Bankers: Christiania Bank og Kreditkasse, Oslo
Hambros Bank Ltd., London

Your ref.

Our ref. OEB/VF

Date 22nd February, 1982.

Dear Sirs,

MIDDLE EAST SERVICE - ACCEPTANCE POLICY

For your information we will work out a complete marketing policy covering this area at a later stage after having had the possibility to watch developments in this trade.

In the meantime, however, we have worked out a preliminary acceptance policy, copy of which is enclosed. Please distribute as you see it.

The customs duty percentages mentioned is only for your guidance as they are payable by the customer.

Yours faithfully,

S C A N C A R R I E R S A / S



Odd Egil Borgen

Encl.

M.E.S. ACCEPTANCE POLICYA. Port/Destination policy

- 1) Concentrate on Dubai, Abu Dhabi and Sharjah markets as well as Ro/Ro cargoes to named ports in (2)
- 2) Priority then to Damman Bahrain Kuwait.
- 3) Cargo for Doha also Oman - Muscat Mutrah - Low key approach due high inland haulage costs.
- 4) Acceptance of Iraq cargo on reffer basis due Kuwait restrictions.
- 5) Cargo for Iran not acceptable for time being.

B. FCLS - Dry also bolsters

Acceptable as in A. above noting:

- (1) Moving overland /by barge to Abu Dhabi and Sharjah under bond attracting only 1 % customs duty on CIF value for Abu Dhabi cargo and 3 % Sharjah cargo.
- (2) Doha and Oman cargo pays only 1 % duty which payable destination.
- (3) FCLS being transhipped Dubai by sea do not attract duty in Dubai.
- (4) FCL bolsters for transshipment by sea may experience delay Dubai as Willine unable to handle.

C. Reefer Cargo

- (1) Concentrate on Dubai and Abu Dhabi
- (2) Iran reefer not acceptable
- (3) LCL reefer accepted to Dubai only but not to exceed 4 receivers per box stop

D. LCL /RORO CARGOES

- (1) LCL acceptable to Dubai, Abu Dhabi and Sharjah only - priority as in A. (1) above
- (2) Ro/Ro cargoes - SMULA/Rolling equipment ETC acceptable as in A. above
- (3) LCL and Ro/Ro cargoes to Abu Dhabi attracts only 1 % duty
- (4) LCL and Ro/Ro cargoes to Sharjah - duty as for Dubai
- (5) Ro/Ro cargoes transhipped Dubai by sea do not attract duty in

49

30

20th February 1982

Mr S.K. Sikka,
Chairman Cum Managing Director,
503 & 701 Shyog Building,
58 Nehru Place,
New Delhi,
I.N.D.I.A.

Dear Sir,

We are in receipt of your two letters of February 17th No.s 1884A & 1885A and note their contents.

Please note we have already telexed you re your commission, however we now confirm as advised, your commission will be paid as soon as the 15% of Invoice value held back by the negotiating bank has been paid at the completion of 100 days.

In view of your unsatisfactory performance in selling our product in India to date we welcome your decision to discontinue our business relationship with your organisation.

Yours faithfully,
ACETARCA INFORMATION LTD

P. V. D. Cash
MANAGING DIRECTOR.

c.c. New Zealand High Commission

Interview/~~Telephone~~ with Director Cash who supplied Schedule of Shipment to India effective 15/3/82 which would show net profit approx. \$53,000. L/Cs in the course of being established now directed to this Bank. In mr Cash's presence telephoned a Mr John Stevens of the Dept of Trade and Industry Wellington telephone: 720-030 he confirmed that cheque \$7,527 being ^{market} ~~Newmarket~~ Development Grant is being processed and

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone funds should be released by treasury 7/10 days. Mr Cash understood amount should have been \$9,400. In addition, Mr Cash advised confidentially that there is a possible sale of 40% of the business to Caxton Paper Mill. This is very much in the embryc stage.

Name: ACTEAROA INTERNATIONAL LTD	Date: 15/3/82	Record No. S/L/A	Initials: <i>MA</i>
----------------------------------	---------------	------------------	---------------------



United Commercial Bank

TELEPHONE

Date

IRREVOCABLE DOCUMENTARY CREDIT NO. PS/332/82 CABLE CONFIRMATION

ADVERTISING BANK AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. QUEEN AND VICTORIA STR. P.O.B. 62, AUCKLAND, NEW ZEALAND.	APPLICANT/ACCOUNTEE M/s PERFECIPAC LIMITED, ANSAL BHAVAN, KASTURBA GANDHI MAR NEW DELHI.
BENEFICIARY AOTEAROA INTERNATIONAL LTD. P.O. BOX 1615, AUCKLAND, NEW ZEALAND.	AMOUNT US\$11,690/- C & F (SAY USDLRS ELEVEN THOUSAND SIX HUNDRED AND NINETY ONLY)
VALIDITY SHIPMENT: 30.6.82 NEGOTIATION: 15.7.82	DRAFTS & DOCUMENTS MUST BE PRESENTED FOR NEGOTIATION WITHIN _____ DAYS FROM THE DATE OF SHIPMENT.

DEAR SIR,

WE ESTABLISH IN YOUR FAVOUR THIS DOCUMENTARY CREDIT AVAILABLE BY NEGOTIATION OF YOUR DRAFTS AT 180 days from B/L date FOR 100% INVOICE COST DRAWN ON THE ACCOUNTEE AND

ACCOMPANIED BY THE FOLLOWING DOCUMENTS MARKED X ALL BEING MARKED AS HAVING BEEN DRAWN UNDER THIS CREDIT AND ENFACED "PAYABLE AT CURRENT SELLING RATE OF EXCHANGE ON the dt. of payment CHARGES AND INTEREST AT CURRENT RATE FROM DATE HEREOF TO APPROXIMATE ARRIVAL DATE OF RETURN REMITTANCE"

SIGNED COMMERCIAL INVOICE IN FOUR COPIES CERTIFYING THAT THE GOODS ARE OF NEW ZEALAND ORIGIN CLEARLY MENTIONING THAT THE GOODS ARE BEING IMPORTED UNDER O. G. I. NO./IMPORT LICENSE NO. Appendix-10, Serial No.13 of Import Policy 1981-82 issued by Govt. of India Deptt. of Commerce.

FULL SET CLEAN "SHIPPED ON BOARD" OCEAN BILLS OF LADING MARKED FREIGHT PREPAID UNDER ORDER OF UNITED COMMERCIAL BANK, PARLIAMENT STREET NEW DELHI. BILLS OF LADING MUST INDICATE NAME AND ADDRESS OF OURSELVES AND OPENERS AS NOTIFY PARTIES.

AIR WAY BILLS/AIR/SURFACE POST PARCEL RECEIPT MARKED FREIGHT CONSIGNED TO UNITED COMMERCIAL BANK. NOTIFY ACCOUNTEE.

FOR AIRFREIGHT/AIR/SURFACE POST PARCEL A DECLARATION TO THE EFFECT THAT OUR LETTER OF CREDIT NUMBER HAS BEEN MARKED ON THE PACKAGES/PARCEL MUST ACCOMPANY THE DOCUMENTS.

MARINE INSURANCE POLICY OR CERTIFICATE IN DUPLICATE ENDORSED IN BLANK, WITH CLAIM PAYABLE IN INDIA IN THE CURRENCY OF THE CREDIT COVERING 110% OF THE INVOICE VALUE, INCLUDING INSTITUTE WAR CLAUSES, INSTITUTE CARGO CLAUSES (), INSTITUTE SHCC, TRND WAREHOUSE TO WAREHOUSE BASIS UP TO OPENER'S WAREHOUSE AT _____ DAYS INCLUDING _____ DAYS DETENTION IN THE PORT OF DESTINATION FOR CLEARANCE.

INSURANCE BY BUYER, IMMEDIATELY AFTER SHIPMENT/DESPATCH OF THE GOODS YOU ARE TO FURNISH THE SHIPMENT/DESPATCH PARTICULARS TO THE OPENER'S BY CABLE TO ENABLE THEM TO COVER THE INSURANCE AND A COPY OF YOUR SUCH CABLE IS TO ACCOMPANY THE DOCUMENTS. counter

CERTIFICATE OF ORIGIN SIGNED BY CHAMBER OF COMMERCE IN FOUR COPIES

CERTIFICATE OF QUALITY & QUANTITY SIGNED BY Beneficiary in four copies

PACKING LIST, WEIGHT CERTIFICATE SIGNED BY Beneficiary in four copies

PROVIDED BILL OF LADING/AIRWAY BILL DOES NOT SHOW AMOUNT OF FREIGHT COLLECTED AND INVOICE PRICE IS INCLUSIVE OF FREIGHT. DOCUMENTS TO INCLUDE ORIGINAL FREIGHT BILL OR MEMO ISSUED BY SHIPPING/AIRWAY COMPANY.

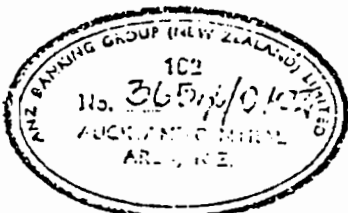
INDIAN AGENT'S COMMISSION, IF ANY, MUST BE SHOWN SEPARATELY AND DEDUCTED FROM INVOICE VALUE GROSS INVOICE VALUE BEFORE DEDUCTION OF COMMISSION MUST NOT EXCEED CREDIT AMOUNT. SUCH COMMISSION IS PAYABLE IN INDIA IN INDIAN RUPEE ONLY. NAME AND ADDRESS OF THE INDIAN AGENT TO BE MENTIONED IN THE INVOICE.

EVIDENCING SHIPMENT OF 1.50 MT PAPER WASTE (MIXED CUTTINGS) @ US\$233.80 PER M. TON C&F CALCUTTA FULLY PRESSED BALES AS PER CONTRACT DT. 25.2.82

FROM NEW ZEALAND TO CALCUTTA PARTIAL SHIPMENTS ALLOWED

SPECIAL CONDITIONS/DOCUMENTS.

1. INSPECTION CERTIFICATE IN RESPECT OF QUALITY, DULY SIGNED BY THE AUTHORISED REPRESENTATIVE OF THE CREDIT OPENER, TO BE ENCLOSED WITH THE DOCUMENTS.



IN REIMBURSEMENT WE AUTHORISE You to debit our Manufacturer Hannover Trust Co., 4 New York Plaza, NY-10015 a/c No. 544-7-22060

THE AMOUNT OF SUCH DRAFT MUST BE ENDORSED BY THE NEGOTIATING BANK ON THE REVERSE OF THIS CREDIT. ALL DOCUMENTS TO BE SENT TO US IN TWO SEPARATE AIRMAILS. WE ENGAGE WITH THE DRAWERS, ENDORSERS AND BENEFICIARIES

Yours faithfully,
For UNITED COMMERCIAL BANK

1/3/P2.
SCANCARRIERS HOVIK.

7251 KW.

(CC SYDNEY - W3243 KW).

DRA V72 NZ BOOKINGS AS AT 1/3/82:-

NZBSA

	AKL	TPO	NPE	TIU	TOTAL		
	---	---	---	---	-----		
SALES	625	100	2509	1152	4386		
WEIGHT	92	15	369	169	645	1100 113	322
GENERAL	37	1	312	140	490	2100 113	85530
REEFER	216		49	534	799	320	150128
BULK FEAS				468	460	143	6413.
ONIONS	402				402		108330
TOTAL	745	16	735	1911	2907		108 614129

JEDDAH

GENERAL	62		15	72	147		24637
REEFER	84		75	75	234		76800
	---		---	---	---		101437
	144		92	147	381		

GULF

GEN	1352	814	75	45	2284	28 652	266132
REEFER	216		180	24	420	32000	
	---	---	---	---	---	149990	
	1566	814	255	69	2724	448122	
	2455	930	1080	1527	5892		1163688

BASED ON ABOVE WILL HAVE NO PROBLEMS FILLING OUR ALLOCATION OF 6999 TONNES.

+++

53

20

3
MAR 1982

EAC
copy

O+
EACAKL NZ21046
SCALES NZ3351
SE272 JR 3/3/82
EAC.
FROM SCANCARRIERS.

ATTN JHT-DWT.

AOTEAROA

PLS ENSURE ABOVE COMPANY IS FULLY AWARE THAT THE MAXIMUM
HEIGHT (ALL UP INCLUDING THE PALLET OR SKID) IS 8'6" AND MUST
NOT BE ANY GREATER.

2) ABOVE COMPANY DISCUSSED FULLY IN WELLINGTON OFFICE AND AGREEMENT
S REACHED ALONG THE LINES THAT THIS COMPANY SHOULD NOT BE TREATED
ANY DIFFERENTLY TO ANY OTHER COMPANY NEEDLESS TO SAY FOR THEIR
CARGO TO GULF AREAS/INDIA/PAKISTAN THEY ARE TO BE TRUSTED AND B/L
GIVEN ON RECEIVAL OF CHEQUE FOR FREIGHT/OUR CHARGES.

+++

SCALES NZ3351+
EACAKL NZ21046
1140 PHN

*RANG PAUL CRASH 3.3.82
STATED PALLET ABOUT 6' H1.*

JHT

*1145
3.3.82*

54

John Robinson
ScanCarriers
P.O. Box 1390
WELLINGTON

3 March, 1982

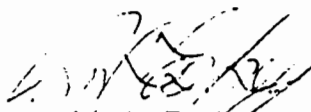
Dear John,

AOTEAROA INTERNATIONAL - WASTE PAPER TO EUROPE

Please find enclosed a conference rate application from Aotearoa International for Waste Paper to Europe.

We would appreciate your/conferences earliest reply on this application.

Yours faithfully,
THE EAST ASIATIC COMPANY
(NEW ZEALAND) LIMITED


David W. Teskey

DWT:DT
ENCL.

(A separate application form is required for each commodity)

To ensure that proper consideration can be given to the application, Shippers are requested to provide as much detail as possible. Lack of information can lead to del

When completed the application form should be sent to any one of the member Lines, the Agents or the Conference Secretariat, P.O. Box 1015, Wellington.

1. Shipper's Name Aotearoa International Ltd.
2. Address P.O. Box 1615, Auckland
3. Description of Goods/Commodity Secondary Fibre (Waste Paper)
(This should include the full name, alternative, if any. Trade Name, If any, and where applicable the chemical formula)
4. S.I.T.C. reference/B.T.N. no. _____
5. Indicate precise nature of any objectionable, hazardous or dangerous properties of the Goods/Commodity _____
6. Flashpoint, If any N/A °C (N/A °F)
7. Label required according to IMCO Regulations Nil
8. Uses of Goods/Commodity For Manufacturers Paper
9. Outer Packing (eg. Bags, cartons, cases etc in bulk) Nil
10. Individual dimensions of package and total cube (in metric units) _____
Various up to 2 MT per unit & up to 3.5 cu metre per tonne
11. Gross Weight of package (in kilos) Up to 2 MT
12. Gross Weight per cubic metre Various
13. Measurement per 1000 kilos 1.5 cu mtr up to 3.5 cu metres
4. F.O.B. Values:-
 - 1) per 1000 kilos \$70-80 US\$ or local currency
 - 2) per cubic metre _____ US\$ or local currency
5. Annual or anticipated annual volume of Commodity moving

<u>2400 - 9000 MT</u>	tonnes/cu.metres.	<u>Le Verdon or other</u>	destinati
_____	tonnes/cu.metres.	_____	destinati
_____	tonnes/cu.metres.	_____	destinati
6. Ultimate destination (state name of European Port(s)) _____
7. Similar or allied substitute commodities _____
8. Current rate of freight, if applicable N/A
9. Underlying reasons for request for alteration to current level of rate of freight e.g. competition (give name of country concerned and current rate of freight, if known). We understand providing we can obtain a Freight rate around 120 per MT we will obtain a permanent outlet in Europe
10. Any additional information _____

Signature of Shipper



Signature of Line/Line's Agent or Broker



To Agents:-

Auckland
 Tauranga
 Napier
 Timaru
 Wellington
 Christchurch
 Dunedin

ScanCarrier

General Buildings
 38-42 Waring Taylor Street
 P.O. Box 1392
 Wellington, New Zealand
 Telephone: 722-633
 Telex NZ 3351
 Telegrams: SCANZ

Our ref.

Your ref.

Date 4th March, 1982.

Dear Sirs,

OCEAN FREIGHT TARIFF - ARABIAN GULF SERVICE

Please find enclosed one corrected photo-copy of the above section of the Arabian Gulf tariff.

This tariff can now be used freely for quoting ocean freight rates to customers without any reference to Wellington office; although ofcourse bookings must still be referred due to space allocation.

When quoting reefer rates, pages 8 and 9 are on a container basis, whereas page 10 is on a minimum tonnage and freight basis so be guided accordingly and ensure that the integral rates are used only.

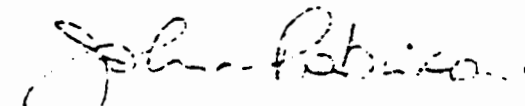
One rate in the tariff (Fisher and Paykel page 13) is based on U.S. dollars and this will be changed at the end of the year to have the tariff in one currency.

This tariff, with only minor layout alteration, is identical to the Bluestar/OCL tariff; needless to say we are using the same ocean freight rates.

Any corrections to freight rates will be telexed to you and an amendment page will be made out once per month if required.

The other sections of the Arabian Gulf tariff will be corrected as soon as possible and forwarded to you.

Yours faithfully,



JOHN ROBINSON,
Marketing and Operations Manager.

c.c. ScanCarriers Hovik - Attention O.E. Borgen

25

56

25

4th March 1982

The Manager,
Central Trading,
P.O. Box 38053,
PETONE.

Attn: Mr Peter Shepherd

Dear Sir,

We are writing to confirm the good news.

We are currently holding orders from India for the following tonnages and can offer the stated prices x your store.

- 1350 MT Mixed Paper at \$70 per MT
- 400 MT Pure White Woodfree at \$260 per MT
- 400 MT Computer Printout at \$192 per MT
- 150 MT Manifold White Ledger at \$127 per MT

Please note we now have available a monthly shipment to Bombay x Auckland or Napier, and can assure you of a more regular income.

First shipment will be effected x your store between the 14th-18th of March for shipment on the Barranduna.

We hereby guarantee all goods will be paid for immediately upon negotiation of Letters of Credit.

For confirmation of orders from India please do not hesitate to contact our Bankers, The Commercial Bank of Australia, 450 Queen Street, Auckland.

Yours faithfully,
ACTMERC INTERNATIONAL LTD

P.D. Cash,
MANAGING DIRECTOR.

4

5/3/82.
SCANCARRIERS SYDNEY.

W8947 DB/ATTN RE CENTRAL PLANNER.

PLS PASS FLNG TO BENGT ANVIN.

BRA V72 RE LOADINGS AS AT 5/3/812:-

AUCKLAND

PORT	COMMODITY	WGHT	PACKED	
DYDAI	MILK POWDER	45	5X22'C	3/16-11-09.
	BUTTER	165	11X22'C	3/16-14-11
	VEGETABLES	12	1X22'C	3/12
	COILED STEEL	222	16X22'C	3/07-09-11, 13, 15, 16
	WASTE PAPER	1070	50X22'C	3-07-09-11
JSD	FISH/BUTTER/CANE	144	11X22'C	3/10/12
	TINNED BUTTER	134	6X22'C	3/08/10
	HONEY	32	2X22'C	3-08
	TINNED BUTTER/GHEE	26	2X22'C	3-10
LVR	WOOL	51	4X22'C	5-02
	PELTS	127	11X22'C	5-02, 01
	GENERAL	1	2X22'C	3-10
FLY	WOOL	37	3X22'C	5-02
	WILDS	122	50X22'C	4-05
HAN	WOOL	12	1X22'C	5-02
	WHA	27	2X22'C	3-12
	GENERAL	1	1X22'C	
GOT	ONIONS	321	50X22'C	4-05
	GENERAL	7	1X22'C	5-02
OGL	FISH LCL	2	2X22'C	4-02
	WOOL	24	2X22'C	5-02
		2675		

in book 3 w SA
07, 09 & 1

TOTALS NOT TO BE UTILIZED:

	WGHT
	26
	27
	28
	29
	30
	31

57
 DUBAI PAPER 21X22 10
 WASTE PAPER 33X22 10
 WOOL 33X22 10

 210

EQUIPMENT TO BE UTILIZED:

WGHT

 54 X 22'D 122

NAFIER

DUBAI	CHILLED BEEF	69	4XRC
	VEGETABLES	125	12XRC
	CANNED FOOD	15	1X22 10
	WOOL	34	21UNITS
→	WASTE PAPER	69	51XPLTS
JED	CHILLED BEEF	39	2XRC
	MEAT	45	3XRC
	VEGETABLES	24	2XRC
	CANNED FOOD	15	1X22 10
DVR	WOOL	191	8X22 10
	PELTS	187	11X22 10
	S/SKINS	99	11X22 10
DIC	CASINGS	5	1X22 10 BIN
FLU	HIDES	17	1X22 10
	WOOL	137	15X22 10
	MEAT	16	2XRC
	CASINGS	6	1X22 10 BIN
KAM	MEAT	48	4XRC
	WOOL	37	3X22 10
	CASINGS	5	1X22 10
SOT	HIDES	17	1X22 10
	CASINGS	2	2PLTS
OSL	WOOL	42	3X22 10
	MEAT	12	1XRC
	CANNED FRUIT	32	2X22 10
TEA	WOOL	127	8X22 10

		1298	

EQUIPMENT TO BE UTILIZED:

WGHT

 22 X 20 92
 57 X 22 10 121
 11 X 22 10 21
 2 X 22 10 BINS 4
 20 UNITS/PLTS 2

 242

TEMARU

DUBAI	PMS COMPOUND	20	2X22 10
	ICE CREAM	24	2XRC
	WOOL	34	21UNITS
	WASTE PAPER	25	21PLTS
DVR	PELTS	31	3X22 10
	SEEDS	17	1X22 10
	S/SKINS	99	11X22 10

WAL	FIVE TON TRUCKS	20	2X22'10"
	ICE BREAK	20	2X22'10"
	WOOL	25	1X22'10"
	WAXED PAPER	25	21X22'10"
ID	PLUGS	51	3X22'10"
	MEAT	24	7X22'10"
VR	PELTS	34	2X22'10"
	SEED	17	1X22'10"
	S/SKINS	69	2X22'10"
	WOOL	11	1X22'10"
TRU	PLAC	432	24X22'10"/T
	MEAT	225	186 PLTS
	MEAT	66	2X22'10"
	WOOL	52	4X22'10"
RAW	WOOL	82	6X22'10"
OST	MEAT	14	6X22'10"
SSL	MEAT	16	2X22'10"
	FISH LCL	2	2 PLTS
	PELTS	17	1X22'10"
	WOOL	38	3X22'10"
	GENERAL	24	1X22'10"

 1364

EQUIPMENT TO BE UTILISED:

	WGT
2X22'10"	66
4X22'10"	36
1X22'10"	21
11 PLTS	19

	136

58A

Phones : Off. : 681137
Res. : 697865, 622097
Gram : "PAKCHER" NEW DELHI
Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS

408 - MANSROVER, 90 - NEHRU PLACE, NEW DELHI - 110019, INDIA

Ref. No. SHIC/.....

Dated 6-3-1982

M/s. Perfectpac Limited,
1010, Ansal Bhawan,
16, Kasturba Gandhi Marg,
NEW DELHI.

Contract

Dear Sirs,

Sub: CONTRACT NO. PPL/NEWZEALAND/95/82 DTD. 6-3-82 -

This contract confirms the sale of waste paper on the following terms and conditions:

MATERIAL:	Paper Waste (White Ledger)
QUANTITY:	75 M. TONS
PRICE:	U.S. \$317-10 per M. Ton C & F Calcutta/Bombay.
SHIPMENT:	To be completed before 31-3-1982. Partial shipment permitted.
PAYMENT:	By an irrevocable & confirmed L/C to be opened before 10-3-82 by operative telex or cable for 100% payment within 180 days from date of B/L in favour of:

3/2

M/s. AOTEROA INTERNATIONAL LTD.,
P.O. BOX 1615,
AUCKLAND,
NEW ZEALAND.

Through: Commercial Bank of Australia,
450, Queens Street,
AUCKLAND, NEW ZEALAND.

For PERFECTPAC LIMITED,

For S&H INDUSTRIAL CORPORATION

R. K. Rajgarhia
R. K. RAJGARHIA,
Director

M. M. Chopra
(M. M. CHOPRA)
PARTNER

HEAD OFFICE :
FLAT No. 323
DADAR COMMERCIAL PREMISES
CO-OPERATIVE SOCIETY LTD.
95-D, PHALKE ROAD, DADAR, BOMBAY-400014
Phone : 534296, 440390
Cable : "PAKCHER" BOMBAY BANDRA

BANKERS :
I INDIAN BANK
A-261, DEFENCE COLONY,
NEW DELHI-110024
II DENA BANK
HILL ROAD, BANDRA, BOMBAY

505

Phones : Off. : 681137
Res. : 643196, 644266
Gram : "PAKCHER" NEW DELHI
Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS
408 - MANSROVER, 90 - NEHRU PLACE, NEW DELHI - 110019, INDIA

Ref. No. SHIC/.....

Dated.....13-3-1982

M/s. Perfectpac Ltd.,
Ansal Bhavan,
16, Kasturba Gandhi Marg,
NEW DELHI-11

Dear Sirs,

Sub: CONTRACT NO. PPL/NEWZEALAND/19/82 DT. 13-3-82

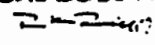
This contract confirms the sale of waste paper on the following terms and conditions:

- MATERIAL: Paper Waste (Mixed Waste)
- QUANTITY: 250 M.Tons
- PRICE: U.S. \$ 220-35 per M.Ton C&F Bombay
- SHIPMENT: To be completed before 31-3-1982.
Transshipment & Partial Shipment permitted
- PAYMENT: By an irrevocable & confirmed L/C to be opened by operative telex or cable before 15-3-82 for 100% payment within 180 days of B/L Date in favour of:

M/s. ACTEROA INTERNATIONAL LTD.,
P.O. BOX 1615,
AUCKLAND, NEW ZEALAND.
TLX 21931

Through: Commercial Bank of Australia,
450, Queens Street,
AUCKLAND, NEW ZEALAND.

Remarks: Inspection Certificate from S.G.S. Ltd. certifying that goods conform to PS-80 (Item 1) in regard to Quality & Weight.

FOR PERFECTPAC LIMITED,

DIRECTOR.

For S&H INDUSTRIAL CORPORATION,

PARTNER.

HEAD OFFICE :
FLAT No. 323
DADAR-COMMERCIAL PREMISES
CO-OPERATIVE SOCIETY LTD.
95-D, PHALKE ROAD, DADAR, BOMBAY-400014
Phone : 534296, 440390
Telex : "PAKCHER" BOMBAY BANDRA

BANKERS :
I INDIAN BANK
A-261, DEFENCE COLONY,
NEW DELHI-110024
II DENA BANK
HILL ROAD, BANDRA, BOMBAY

58C

Phones : Off. : 881137
Res. : 643196, 644266
Gram : "PAKCHER" NEW DELHI
Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS
408 - MANSROVER, 90 - NEHRU PLACE, NEW DELHI - 110019, INDIA

Ref. No. SHIC/.....

Dated.....13-3-.....1982

M/s.Haryana Paper Mills,
(Prop. Orient Steel & Industries Ltd.)
Ansal Bhavan,
16, Kasturba Gandhi Marg,
NEW DELHI-1.

Dear Sirs,

Sub: CONTRACT NO.HPM/NEWZEALAND/20/82 DT.13-3-82

This contract confirms the sale of waste paper on the following terms and conditions:

MATERIAL:	Paper Waste (Mixed Waste)
QUANTITY:	250 M.Tons
PRICE:	U.S. \$ 220-35 per M.Ton C&F Bombay
SHIPMENT:	By an irrevocable & confirmed L/C to be opened by operative telex or cable before 15-3-82 for 100% payment within 180 days of B/L Date in favour of:

M/s.AOTEROA INTERNATIONAL LTD.,
P.O.BOX 1615,
AUCKLAND, NEW ZEALAND.
TLX 21931

Through: Commercial Bank of Australia,
450, Queens Street,
AUCKLAND, NEW ZEALAND.

Remarks: Inspection Certificate from S.G.S.Ltd. certifying that goods conform to PS-80 (Item 1) in regard to Quality & Weight.

For HARYANA PAPER MILLS,
(Prop. Orient Steel & Industries Ltd.)

For S&H INDUSTRIAL CORPORATION,


R.K. RAJGARHIA,
DIRECTOR.


(M.M. CHOPRA) PARTNER.

HEAD OFFICE :
FLAT No. 323
DADAR-COMMERCIAL PREMISES
CO-OPERATIVE SOCIETY LTD.
95-D, PHALKE ROAD, DADAR, BOMBAY-400014
Phone : 534296, 440390
Cable : "PAKCHER" BOMBAY BANDRA

BANKERS :
I INDIAN BANK
A-261. DEFENCE COLONY,
NEW DELHI-110024
II DENA BANK
HILL ROAD. BANDRA. BOMBAY

58 D

Phones : Off. : 681137
Res. : 643196, 644266
Gram : "PAKCHER" NEW DELHI
Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS
408 - MANSROVER, 90 - NEHRU PLACE, NEW DELHI - 110019, INDIA

Ref. No. SHIC/.....

Dated.....17.3.1982...198

M/s Perfectpac Limited,
Ansal bhowan,
16, K.G. Marg,
New Delhi- 110 001

Dear Sirs,

Contract N o. PPL/NEWZEALAND/306/82 dt. 17.3.82.

This contract confirms the sale of waste paper on the follo terms and conditions:-

- Material** Paper waste (woodfree hard white shavings)
- Quantity** 70 M.T.
- Price** U.S. \$ 451.50 per M.Ton C & F Bombay excluding packing.
- Shipment** To be completed before 31.3.1982 partial shipment permitted.
- Payment** By an irrevocable and confirm L/c to be opened before 20.3.82 by operative telex or cable for 100% payment within 180 days from the date of B/L in favour of :-
M/s AQTEAROA INTERNATIONAL LTD.
P.O. BOX 1615
AUCKLAND
NEWZEALAND
TLX 12931
- Though :** Commercial Bank of Australia,
450 Queens street,
Auckland,
Newzealand
- Remarks** An inspection certificate from S.G.S. Ltd. relating to weight will accompany the documents.

FOR PERFECTPAC LTD

FOR S & H INDUSTRIAL CORPORATION

R-K
(R.K. RAJGARHIA)
DIRECTOR

M.M. Chopra
(M.M. CHOPRA)
PARTNER

HEAD OFFICE :

FLAT No. 323
DADAR-COMMERCIAL PREMISES
CO-OPERATIVE SOCIETY LTD.
95-D, PHALKE ROAD, DADAR, BOMBAY-400014
Phone : 534296, 440390
Cable : "PAKCHER" BOMBAY BANDRA

BANKERS :

- I INDIAN BANK
A-261, DEFENCE COLONY,
NEW DELHI-110024
- II DENA BANK
HILL ROAD, BANDRA, BOMBAY

58E

Phones : Off. : 681137
Res. : 643196, 644266
Gram : "PAKCHER" NEW DELHI
Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS
408 - MANSROVER, 90 - NEHRU PLACE, NEW DELHI - 110019, INDIA

Ref. No. SHIC/.....

Dated..... 17th March, 1982

M/s Perfectpac Limited,
Ansal bhawan,
16, K.G. Marg,
New Delhi-110 001

Dear Sirs,

Contract No. PFL/NEWZEALAND/305/82 Date: 17.3.1982

This contract confirms the sale of waste papers on the following terms and conditions :-

Material	Paper waste (Computer printout fully woodfree)
Quantity	150 M. Tons.
Price	U.S. \$ 360-00 Per M. Ton C&F Bombay not excluding packing.
Shipment	To be completed before 31.3.1982 partial shipment permitted.
Payment	By an irrevocable and confirmed L/C to be opened before 20.3.1982 by operative telex or cable for 100% payment at sight/within 180 days from the date of B/L in favour of :

M/s ACTEARCA INTERNATIONAL LTD.
P.O. BOX 1615
AUCKLAND
NEWZEALAND
TLX 12931

Through : Commercial bank of Australia
450 Queens Street,
Auckland
NEWZEALAND

Remarks An inspection certificate from S.G.S. Ltd. relating to weight will accompany the documents

FOR PERFECTPAC LIMITED,
R.K. RAJGARHIA)
DIRECTOR

FOR S & H INDUSTRIAL CORPORATION
M.M. CHOPRA)
PARTNER

HEAD OFFICE :

FLAT No. 323
DADAR-COMMERCIAL PREMISES
CO-OPERATIVE SOCIETY LTD.
95-D, PHALKE ROAD, DADAR, BOMBAY-400014
Phone : 534296, 440390
Cable : "PAKCHER" BOMBAY BANDRA

BANKERS :

I INDIAN BANK
A-261, DEFENCE COLONY,
NEW DELHI-110024
II DENA BANK
HILL ROAD, BANDRA, BOMBAY

24

59

BLA 72.

2/3/72.
ELDERS ADELAIDE.
FROM SCANCARRIERS WELLINGTON.

URGENT

PLS PASS FLWG TO CAPT B. ANVIN.

1) TAURANGA/JEDDAH 525 TONNES PAPER (33X22'2) TO BE DISCHARGED
OVER DUBAI FOR T/SHIP VIA DAMMAN TO RIYAD (SHIPPER'S REQUEST).

2) WASTE PAPER ON PLTS ARE BETWEEN

1 T/S-, 1 ST/S-, 2 T/B DIMENSION OF PLTS WILL BE CONVEYED YOURS
S/S. SHIPPER HAS BEEN INSTRUCTED PLTS TO BE NO MORE THAN 6'6 HEIGHT
IN ORDER WE CAN DOUBLE STACK IN VSL.

3) COILED STEEL ON BOLSTERS (18 T/C EACH) CONFIRM CANNOT BE DOUBLE
STACKED.

9 MAR 1982

61

1042/PLT

1042/PLT

ATTN JR

RE YR TLY SB 804 8/3/80

WASTE PAPER FOR BARRANDUNA 172

DIMENSIONS AS FOLLOWS:

MAGAZINE WASTE

+- 2 TON PLTS

- 1) PLT = 6' X 4' X 5 1/2''
- 2) UNIT INCLUDING PLT = 6' X 4' X 5' 6''
- 3) STRAPPED BY 4 X 4 1/2'' STEEL

COMPUTER PRINT OUT WASTE

+- 2 TON PLT

- 1) 6' X 4' X 6'' H
- 2) 6' X 4' X 4' 10''
- 3) STRAPPED 3 X 3 1/2'' STEEL & STRETCH WRAPPED

MIXED WASTE (150 TON)

1 TON PLT

- 1) 3' 6'' X 4' X 5 1/2''
- 2) 3' 6'' X 5' 6'' X 5' 6'' H
- 3) STRAPPED 3 X 3 1/2'' STEEL BUT DOES NOT APPEAR SECURE ON PLT

WHITE LEDGER WASTE

2 TON PLT

- 1) 6' X 4' X 6''
- 2) 6' X 4' X 6' H
- 4) STRAPPED 3 X 3 1/2'' STEEL AND STRETCH WRAPPED

MIXED WASTE
(500 TON)

1.2 TON UNIT

- 1) NOT PALLETIZED BUT STRAPPED ON 3 X 1'' CORES
- 2) 2' 10'' X 8' 3'' WIDE X 5' 2'' HIGH
- 3) STRAPPED BY 4 X 3 STEEL STRAPPING BUT APPEARS VERY UNSTEADY UNIT.

ALTHOUGH THE UNITS OF MIXED WASTE LEAVE A LOT TO BE DESIRED THE SHIPPER (PAUL CASH) IS CONVINCED THIS CARGO WILL TRAVEL WELL AND SUSTAIN ALL HANDLING INVOLVED.

BYG SHIPPER TODAY HAS L.O.C FOR 150 TON AYL-KARACHI ONLY BUT IS CONFIDENT ALL OTHER LOC WILL BE RECEIVED PRIOR TO SHIPMENT-

9/3 ADVISED BY JR to Karachi Port

Phones : Off. : 681137
 Res. : 643196, 644266
 Gram : "PAKCHER" NEW DELHI
 Telex :

S & H INDUSTRIAL CORPORATION
 MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS
 408 - MANSROVER, 90 - NEHRU PLACE, NEW DELHI - 110019, INDIA

Ref. No. SHIC/...167/82..

Dated....5th March...1982

Mr. N.R. Wilson,
 Fairhill Enterprises,
 Forge Farm House,
 Goudhurst,
 Carnbook, Kent,
 TN17 2QZ
ENGLAND

Dear Mr. Wilson,

I have just received your letter dtd. 4th March and have been really surprised to note the contents.

In regard to Perlite ore, Mr. Paul Cash never informed that he was quoting material from Newzealand Perlite Company to us. If he had told me earlier I would never have written to them direct. Anyhow since now you have informed me about it, I confirm that we shall move with Newzealand and Perlite Company only through Paul Cash and never direct.


I would advise that Paul Cash should be more open with us so that we know with whom we have to deal through him.

Similarly regarding wood chips I confirm that in Newzealand and USA we will proceed only through Paul Cash and yourself.

I full appreciate your efforts and you can be rest assured that I am not the person to side track anybody. Only when persons like David Hackett try to play fast with me. I have to move myself. You have always been a good friend and I look forward a lot of business with you. I assure you that even if Paul Cash tries to do directly without you I will never accept it. I am endorsing a copy of this letter to him so that our mutual understanding between all of us becomes clearly known to everybody.

With Best Regards.,

Yours Sincerely,


 (M.M. CHOPRA)

HEAD OFFICE :

FLAT No. 323
 DADAR-COMMERCIAL PREMISES
 CO-OPERATIVE SOCIETY LTD.
 85-D, PHALKE ROAD, DADAR, BOMBAY-400014
 Phone : 534296, 440390
 Cable : "PAKCHER" BOMBAY BANDRA

✓ cc: Mr. Paul Cash
 Newzealand

BANKERS :

- I INDIAN BANK
 A-261, DEFENCE COLONY,
 NEW DELHI-110024
- II DENA BANK
 HILL ROAD, BANDRA, BOMBAY

63

AOTEX NZ21931
32836 GA
81312828+
31-2828 RAJA IN
AOTEX NZ21931

10.3.82

ATTN MR M M CHOPRA

IT IS VITALLY IMPORTANT WE GET A STRAIGHT AND HONEST ANSWER FROM U IT IS ESSENTIAL WE MAKE SALES THRU U TO INDIA THIS MONTH BECAUSE BASE ON YR PREVIOUS TLX ADVISE THAT ALL LCS HAVE BEEN ESTABLISHED WE HAVE MADE FIRM SPACE BOOKINGS WITH SHIPG COMPANY AND HAVE COMMITTED OUR SELVES TO PURCHASE THE ORDERED TONNA

IF WE DO NOT SHIP THIS MONTH THE SHPG CO WILL GIVE US NO FURTHER BUSINESS AND IF WE WILL NOT SUPPLY US THEY WILL SELL LOCALLY TO THE INDIAN PRODUCTS

IT IS VITALLY IMPORTANT WE SELL ALL COMMITTED TONNAGE WE MUST INSIST ON AN IMMEDIATE REPLY AS TO TOTAL TONNAGES FOR ALL ESTABLISHED LCS

U HAVE ALREADY ADVISED US LCS HAVE BEEN ESTABLISHED AND WE ARE MORE THAN BLOODY ANNOYED WE HAVE NOT RCVD ANY LCS OR ADVICE TO THEIR WHERE ABOUTS

IN VIEW OF THE POTENTIAL FOR U TO MAKE USD8000- USD9000 PER MONTH COMMISSION FROM OUR COMPANY WE CANNOT UNDERSTAND WHY U CANNOT GIVE US A STRAIGHT ANSWER

IF U HAVE NOT OR CANNOT SELL THE TONNAGES U HAVE STATED HAVE BEEN SOLD THIS MONTH WE WILL HAVE TO TRY AND SELL THRU ANOTHER INDIAN AGEN

WE SUGGEST U TURN YR URGENT ATTENTION TO PHONING ME IMMEDIATELY ON RUS 7A2307 - 790636 OR HOME 768.980

RDGS P. CASH

AOTEX NZ21931+
31-2828 RAJA IN
003.5 MIN

Interview/Telephone Director Cash furnished cash flow statement march/July 19
which shows negotiations under D/C totalling \$1.495m. Notification of
~~D/C from Inida are slowly coming to Hand and substantial shipment due~~
approx. 20th this mth. Later advised that cheque from the Treasur
has been posted today funds should be lodged 1/2 days.

Name: AOTEAROA INTERNATIONAL LTD

Date: 10/3/82

Record No. S/L/A

Initials: *[Signature]*



A Member of
THE OWENS GROUP

SEATRANS CONSOLIDATED (N.Z.) LIMITED

REGISTERED OFFICE: BP House, Customhouse Quay, Wellington
P.O. Box 3449, Wellington, New Zealand
Telex: NZ 3581 Telegrams: "Seatran" Telephone: 726-180

OUR OFFICE IS NOW
LOCATED IN:
Britannic House
North Tower
Jervois Quay
Wellington

Reply to:

11 March 1982

Mr P A D Cash
Aotearoa International Ltd
PO Box 1615
AUCKLAND

Dear Paul

Thank you very much for the time you so kindly gave to me for discussing our chartering and shipbroking services, during my visit last month to Auckland.

As I know at that time you were very concerned over the health of your wife following the birth of your baby daughter, I trust that all is now well and they are both progressing satisfactorily.

From the discussions we held it is very obvious that you are dealing with a class of cargo which does not attract a very good freight rate for ship owners. It becomes very difficult therefore to place your cargo as the regular liner services will always wish to take higher paying cargo in preference to yours. With regard to tramp tonnage which may be in this area and perhaps suitable for your cargo, again it is found that ship owners will prefer to ballast voyage to their next cargo offering rather than accepting a cargo for which they can expect a very minimal return or even suffer a loss.

Despite these difficulties please do not hesitate to send me a telex or telephone should you have cargo offering to any destination as it is surprising how sometimes ship owners can fit such cargo in as a combination with a main fixture.

Yours sincerely

A R Tait
CHARTERING AND BROKING DEPARTMENT

SHIPPING AGENTS

P & CARGO BROKERS

SHIPPING CONSULTANTS

CONTAINER LEASING

66

38



SESHASAYEE PAPER AND BOARDS LIMITED

(Registered Office & Mill: Pallipalayam, Salem Dt.)

Phone : ERODE-73221 (10 Lines)
Grams : ESPEEBE-ERODE
Telex : 0556 - 220 SPB IN

ERODE-638007

BY AIR MAIL

Ref: PUR/IMP-319(F)/

12882

12 MAR 1982

M/s Aotearoa International Ltd.,
P O Box No. 1615
Auckland
New Zealand

Kind attention: Mr P A D Cash

Dear Sirs,

Re: Supply of Waste Paper
Ref: Our order PUR/PO/IMP-319(F)/4310 dt
4-12-81 and Letter of Credit No. 83109

The Letter of Credit established in your favour was valid for shipment till end Feb 1982. We regret to inform you that despite our repeated requests, we have neither received the shipment details nor a line in reply. In case the shipment was made before the validity of the L/C, kindly inform us the despatch details and forward the advance copies of despatch documents.

Thanking you,

Yours faithfully
For SESHASAYEE PAPER AND BOARDS LIMITED

S. Gopalan
(S GOPALAN)
PURCHASE OFFICER

kak/10.3.

cc: M/s Link Engineers Pvt Ltd.,
503 & 701, Sahyog Building,
58, Nehru Place,
New Delhi-110 019 - please contact your principals and
advise us the despatch position
immediately.

67

25

KKK

31 2567 ASOK IN

41

CONFIRMING PHONE TO MUM

U HAVE TO RING SGE LTD TO SEE IF THEY CAN INSPECT AND GIVE CERT STATING THE MIXED WASTE COMPLYS WITH PS 80 I THINK IT IS GRADE ONE BUT COULD BE TWO ASK THEM IF THEY CAN GIVE US A CERT WITHOUT SENDING SAMPLE OVERSEAS FOR ANALYSING. THIS IS EXTREMELY IMPORTANT NEED TO KNOW FIRST THING MONDAY MORNING HERE. TLX TO CHOPRA. PHONE SHIPPING CO AND ADVISE WE SHUD BE SHIPPING 850-900 MT ~~XXXXX~~]
TO INSPECTION CERT ON 500 MT. Subject

I NEVER ROVD LAST TLX PLS SEND AGAIN TO THIS NUMBER.
U BETTER PICK UP LC FOR PAKISTAN FROM BANK TO SEE WHAT THEY ARE TALKING ABOUT WITH TWO SEPERATE LOTS
LOVE TO YONG
PAUL
OVER+ =

AFTER MT READ SUBJECT TO *

31 2567 ASOK IN
14/3/82

KKK

DAVE TESKE
EAST ASIATIC

95
30
5



SESHASAYEE PAPER AND BOARDS LIMITED

(Registered Office & Mill: Pallipalayam, Salem Dt.)

40

ERODE-638007

BY AIR MAIL

Ref: PUR/IMP-319(F)/ 1.40968

11 MAR 1982

M/s Aotearoa International Ltd.,
P O Box No. 1615
Auckland
NEW ZEALAND

Attention: Mr P A D Cash

Dear Sirs,

Re: Supply of waste paper
Ref: 1) Our order PUR/PO/IMP-319(F)/4310
dt 4-12-81 and LC ML 83109
2) Your telex message dated 11-3-1982

We regret to inform you that it is not fair on your part to request for an amendment to the L/C cited above, at the last moment, that too even after our reminding you several times. You have, vide your letter dated 20-11-81 has confirmed your offer sent through M/s Link Engineers, New Delhi for shipment of mixed waste (PS/2) at U S \$ 170/- per tonne on CIF Tuticorin basis and the order has been released accordingly.

Regarding shipment to Bombay, we write to inform you that we have no objection to accept the consignment to Bombay port provided the freight charges from the port of clearance to our mill site is borne by you.

As regards shipment to be made by transshipment, please note that we normally do not agree for this, in view of the reasons that there is every possibility of the shipment getting delayed and shortage in the consignment originally booked. As such, we request you to try to book the consignment on through shipment direct to the port of clearance.

The insurance cover on the overseas consignment is normally arranged to cover for 60 days after arrival at our mill site and also to cover temporary shortage period as detailed in our order.

... 2

68

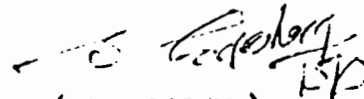
SESHASAYEE PAPER AND BOARDS LIMITED

- 2 -

You may also note that in case the consignment cannot be shipped to Tuticorin port, you may book the same to Cochin Port as an alternate and confirm your acceptance per return to enable us to amend the L/C suitably.

Thanking you,

Yours faithfully
For SESHASAYEE PAPER AND BOARDS LIMITED



(S GOPALAN)
PURCHASE OFFICER

kak/13.3.

cc: M/s Link Engineers Pvt Ltd.,
503 and 701, Sahyog Building
58, Nehru Place
New Delhi-110 019 -

you are requested to contact your principals and arrange for an early shipment.

Wt

69

(41)

WHEN LOADING IS COMPLETE, THE CARGO SHOULD BE STAGED, THE
SEE INSPECTED SET. BE REMEMBER, HAVE WE FOUND ANY LOG FROM PARACHI
FOR OVER ISSUES? NEWS IF SO WE WANT HIM TO SUPPLY IF NOT PLS TLY
THEM AND ADV POSITION ALSO SEND URGENT TLY (YOU PROBABLY HAVE ALREADY

TO VITAFATE BE CONSERVATION OF A FILE OF SHIPPING CO ONLY REINSTATED
THEM SHIP NEWSPAPERS.

TLY PARACHI EVEREST UNION AND APOLOGISE OWING TO FAMILY COMMITMENTS
UNABLE TO VISIT.

I HAVE TO BE HOME FOR SATURDAY.

LOVE PAUL

OVER

STD 0547 2311 V

01 0547 ASOR IN

HOW FEED PL+2A

THE END

118

01-2A

01 0547 ASOR IN

0041 A MIN

31 4894 BANK IN
TO COMMERCIAL BANK OF AUSTRALIA AUCKLAND NEWZEALAND

TEST 15283 MAR 15 MATH MELBOURNE

42

WE HEREBY OPEN OUR IRREVOCABLE NEGOTIATION LETTER OF CREDIT
ILC/6216/592 DTD MAR 9 1982 FOR USDLRS 23,783.00 FVG M/S AOTEROA
INTL LTD PO BOX 1615 AUCKLAND NEWZEALAND FOR ACCOUNT OF M/S PERFECT
PAC LG++ LTD 1010 ANSAL BHAWAN 16 KASTURBA GANDHI MARG NEWDELHI
110 001 INDIA VALI
CUBIFORM NZ2494
31 4894 BANK IN.

TO COMMERCIAL BANK OF AUSTRALIA AUCKLAND NEWZEALAND

TEST 15283 MAR 15 MATH MELBOURNE

WE HEREBY OPEN OUR IRREVOCABLE NEGOTIATION LETTER OF CREDIT
ILC/6216/592 DTD MAR 9 1982 FOR USDLRS 23,783.00 FVG M/S AOTEROA
INTL LTD PO BOX 1615 AUCKLAND NEWZEALAND FOR ACCOUNT OF M/S PERFECT
PAC LG++ LTD 1010 ANSAL BHAWAN 16 KASTURBA GANDHI MARG NEWDELHI
110 001 INDIA VALID FOR SHIPMENT UPTO MARCH 31 1982 AND EXPIRATION
UPTO APRIL 10 1982 STOP CREDIT AVAILABLE BY DRAFTS DRAWN AT 180
DAYS FROM BILL OF LADING DATE ON ACCOUNTEE AND ACCOMPANIED BY
DOCUMENTS LISTED BELOW, COVERING 100 PERCENT INVOICE VALUE OF
MERCHANDISE TO BE DESCRIBED IN INVOICE AS : CHAMBER MACHINERY (SEWER)

AT THE RATE USDLRS 317.10 PER MT ON C AND F CALCUTTA/BOMBAY
AS PER CONTRACT NO PPL/ND++ NEWZEALAND/95/82 DTD 6/3/82

DOCUMENTS REQUIRED

- ✓ 1) SIGNED COMMERCIAL INVOICE IN FIVE COPIES CERTIFYING THAT THE
GOODS ARE NEWZEALAND ORIGIN AND QUOTING IMPORT OPEN GENERAL
LICENCE APPENDIX 10 ITEM NSR 13 OF IMPORT POLICY 1981-82
- ✓ 2) FULL SET OF CLEAN ON BOARD OCEAN BILLS OF LADING WITH TWO NON
NEGOTIABLE COPIES ISSUED OR ENDORSED TO THE ORDER OF BANK OF AMERICA
NT AND SA NEWDELHI MARKED "FREIGHT PREPAID"; NOTIFY BANK OF
AMERICA NT AND SA NEWDELHI AND ACCOUNTEE QUOTING THE NSR OF THIS
CREDIT
- ✓ 3) CERTIFICATE OF ORIGIN IN FIVE COPIES ISSUED BY A CHAMBER OF
COMMERCE
- 4) PACKING/WEIGHT LIST IN QUADRUPPLICATE STATING MERCHANDISE BEING
PACKED IN FULLY PRESSED BALES
- 5) CERTIFICATE OF QUALITY AND QUANTITY IN QUADRUPPLICATE
- 6) CERTIFICATE FROM SHIPPING COMPANY STATING THAT THE CARRYING
VESSEL IS APPROVED BY LLOYDS REGISTER OF SHIPPING LONDON
- 7) COPY OF TLX/CABLE NO LATER THAN SHIPMENT DATE FROM SHIPPER
TO NATIONAL INSURANCE COMPANY LTD DIVN NBR IV 21 DARYAGANJ
NEWDELHI 110 002, ADVISING SHIPMENT DETAILS QUOTING THEIR COVER++
COVERNOTE NBR 162257 DTD 8/3/1982

SHIPMENT FROM ANY PORT IN NEWZEALAND TO BOMBAY/CALCUTTA INDIA
PARTIAL SHIPMENTS PERMITTED AND REINSTATEMENTS PROHIBITED
INSURANCE EFFECTED BY THE BUYER. ALL BANK CHARGES ARE FOR
BUYERS ACCOUNT
DOCUMENTS MUST BE PRESENTED TO THE NEGOTIATING OR PAYING BANK
NO LATER THAN TEN DAYS AFTER DATE OF SHIPPING DOCUMENTS (ON
BOARD VALIDATION APPLICABLE FOR OCEAN SHIPMENT) BUT WITHIN THE
VALIDITY OF THE CREDIT. THE NEGOTIATING BANK TO FORWARD ALL
DOCUMENTS TO US IN TWO REGS++ REGISTERED AIRMAIL LOTS. ON MATURITY
++ MATURITY WE SHALL REMIT PROCEEDS TO THEM AS PER THEIR
INSTRUCTIONS

WE HEREBY AGREE WITH BONAFIDE HOLDERS THAT ALL DRAFTS DRAWN UNDER
AND IN COMPLIANCE WITH THW++ THE TERMS OF THIS CREDIT SHALL MEET
WITH DUE HONOR UPON PRESENTATION AND DELIVERY OF DOCUMENTS AS
SPECIFIED, IF DRAWN AND PRESENTED FOR NEGOTIATION ON OR BEFORE
EXPIR++ EXPIRATION DATE OF THIS CREDIT

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR
D06 OREBTSVE1SDSTREMBIONENDECONUSAMRRCRIBNAPINIBITLX FOLLOW
PLS ADVISE BENEFICIARY URGENTLY

BANKAMERICA NEW DELHI INDIA

1320HRS

CUBIFORM NZ2494

31 4894 BANK IN



VESSEL BARRANDUNA VOY: 72 LOADING AT AUCKLAND DATE MARCH 1982

GENERAL PAGE.....

PORT	DESTINATION	MARK	QTY	COMMODITY	REF	SHIPPER	SUPPLIER	WT	MS	CONTACT
KARACHI BOMBAY KARACHI ABU DHABI			1 PLT	PLASTIC BAGS	193	J. A. BARBER		.3	.8	
			3 PLT	FINNED BUTTER		BALLANTYNE		3		
			1 PLT	ALUMINIUM RIVETS	D1	WATKIN & WALLIS		0.3	0.3	
				INSULATING FOIL		ALLTRANS		3	4.5	
			16 BOL	STEEL COILS	3045	NZ STEEL	NZ STEEL	280		
				WASTE PAPER	TLX 0605	AOTEAROA	VARIOUS	770		
				WASTE PAPER	TLX 0605	AOTEAROA	VARIOUS	3000	5400	
			2 crates	MOULDINGS		WATKIN & WALLIS		.4	.7	
			4 Crs	LADDERS		WATKIN & WALLIS			.9	
			1 FCL	HONEY	2906	COMMERCIAL SALES	FELLS	18		
			1 FCL	HONEY		FRANKLIN'S INTL		18		
			8 BOL	CANNED BUTTER	188	BALLANTYNE	NZDB	144		
			2 PLTS	TWINK	196	NEELS (P.C.F.C.)			1.7	
			5 FCL	PELTS	3389	BOOTH & CO	SOUTHDOWN/HOROTIU	51		
			1 c/s	PERSONAL EFFECTS	LV4	FREIGHTWAYS OCEAN		0.5	1.0	
			1 c/s	YACHTMAST	LV7	GORDONS CUSTOMS	YACHTSPARS	0.5	1.7	14m LONG
			1 FCL	PELTS	2723	W & R FLETCHER	WESTFIELD	17		
			8 FCL	SKINS	TLX 267	AFFCO	AFFCO	136		TBC
			1 c/s	PERSONAL EFFECTS	F3	NZ EXPRESS		0.2	0.9	
TBA			50 BINS	ONIONS	98	AUCKLAND EXPORT		100.		

Handwritten notes:
 - BCL
 - 2 PLTS
 - 14m LONG
 - TBC

10

13

2.3

SCALES NZ3351
EACAKL NZ21946

17/3/82
1975/EKF

ATTN DE PAPER - BRA V.72

ACTERGA INTL HAVE L.O.C. CONFIRMED FOR FOLLOWING TONNAGES:-

EX AXL - KARACHI	MAGAZINE WASTE	120 TON	<i>Deliver 300 K1</i>
BOMBAY	MIXED WASTE	550 TON	
"	COMP PRINT	80 TON	
"	WHITE LEDGER	17 TON	
"	PURE WHITE	30 TON	

		797 TON	

EX WTON BOMBAY	COMP PRINT	42 TON
"	PURE WHITE	50 TON
"	WHITE LEDGER	16 TON

		108 TON

AT THIS STAGE ACTERGA HAVE NO L.O.C. FOR ANY PAPER OUT OF TIU BUT ARE STILL HOPEFUL ONE MIGHT COME THROUGH.

+++

EACAKL NZ21946
SCALES NZ3351

848 413.

Suppl
666-123

(Handwritten notes)

73

550

(43)

(38)

GARY

.....
21 1147 4904 IN

ATT GARY

THE YE LAST TLY IM FORFY IM NOT GOING TO KARACHI HOWEVER SEE
WHAT ROBYN WOULD HAVE TO SAY ABOUT U BEING AWAY ON YOUR FIRST WEDDING
ANNIVERSARY. ANYHOW IF U HAVENT ALREADY DONE SO ASK KARACHI TO
ESTABLISH FURTHER LOG BY TELEX AS WE MIGHT STILL HAVE CHANGE
BREAKDOWN PROBABLY

500 MIXED 550
45 LEDGER
70 PURE WHITE
120 CFO

AND OF COURSE MASS FOR KARACHI HOPE U SOLD 100 MT ARALANE

AM HOPE NEWS ABOUT DANIELLEE TESTS

TONY OF LOVE AND KISSES

P. GARY
ROOM: 478

FACAKL NZ21046*
SCALES NZ3351

22/3/82
1136/DWT

JR/DWT

RE OURLLET MAR 3 - AOTEAROA WASTE PAPER TO EUROPE ANY NEWS PLSE.

+++

FACAKL NZ21046*
SCALES NZ3351

22 MAR 1982

75

Para relates to Europe.

22 MAR 1982

+

EACAKL NZ21046
SCALES NZ3351

WELLINGTON .22/3/82

EAC AUCK

DWT/JR SE 378

NO MEETING OF FREIGHT COMMITTEE TO DATE COULD WELL BE ONE
TOMORROW (THEY ARE CALLED AS REQUIRED WHEN SUFFICIENT TO DISCUSS)
REST ASSURED YOUR LETTER HAS BEEN PRIORITY AND WILL BE DISCUSSED
AT FIRST MEETING.

FNDS

444

76

INTERNATIONAL
TELEGRAPHIC
OFFICE

2445 SUNDAY PM
NY: 275 1204 17-7-52.

ATT. MR S ALLEN - THE VIX 1843.

10 150MT: AMENDING BUT PLS CONTINUE EXECUTION W TLX SHPPNG DETAILS.

2ND 150MT: PLS TLX WHEN NEXT VESSEL LOADING W TLY PRICE IN NZ DOLAR.

GIFTWAP: WORKING N REVERTING.

BEST REGARDS.

74 2547 ASOK IN

444

U CAN SHIP ALL TONNAGES INCLUDING GPO FROM TAYLOR AND ASSOCIATED
PAPER SUPPLIED CHRISTCHURCH PURE WHITE ONLY SHIP 70MT
ALL GRADES MARK PERFECT PAI HOWEVER WE NEED SGE WEIGHT INSPECTION
ON ALL GRADES

WILL ARR NIGEL FRM AUCKLAND FRIDAY.
DONT WORRY ABOUT YOUR HEAD U WONT LOSE IT. *Satisfying*
PAUL

74 2547 ASOK IN DTD 17 7 52 8 55 PM

END

*Perfect for
Barnes*

GENERAL
FINANCE
Group of Companies
Registered Head Office
T & G Building
Queens Drive, Lower Hutt
Private Bag 22
Telephone: 698-139

NEW ZEALAND CREDIT CORPORATION LIMITED

45

Tyne House, 2 Davis Crescent
Tel. 501-613, 501-714, PO Box 9182, Newmarket, Auckland.

March 22 1982

Aotearoa International Ltd
PO Box 1615
PONSONBY

Dear Sir

OVERDUE NOTICE - FINAL

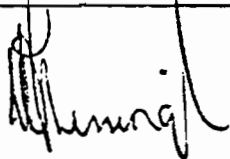
Re: Contract 03011552 1981 Honda Civic Van
Registration number KE1762

Take notice that as at 22nd March 1982 our records show you are in default under the terms of your contract.

You are required to pay arrears totalling \$300.80 by 29th March 1982. If payment is not received by that date we intend to instruct repossession without further notice.

Please note overdue interest has been charged in accordance with the terms of the contract.

Yours faithfully
NEW ZEALAND CREDIT CORPORATION LTD



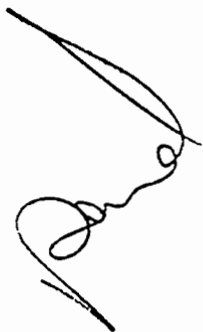
B Lissington
CREDIT CONTROLLER

BL/cc

CC NZ Motor Corporation Ltd, Broadway

Mr P Cash
20 Marine Parade, Herne Bay
AUCKLAND

300 - 80



FINANCE
Group of Companies
Registered Head Office
T & G Building
Queens Drive, Lower Hutt
Private Bag 22
Telephone: 636-139

NEW ZEALAND CREDIT CORPORATION LIMITED

Tyne House, 2 Davis Crescent
Tel. 501-613, 501-714, PO Box 9182, Newmarket, Auckland.

46

78

MAR 22 1982

Aotearoa International Ltd
PO Box 1615
PONSONBY

Dear Sir

OVERDUE NOTICE - FINAL

Re- Contract 03009490 1981 Lyeland Sherpa Van
Registration number KD 5424

Take notice that as at 22nd March 1982 our records show you are in default under the terms of your contract.

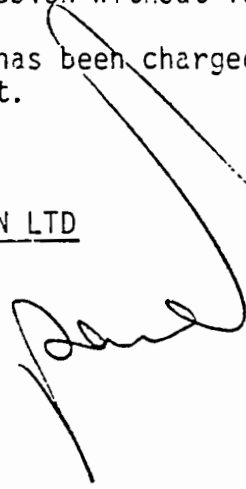
You are required to pay arrears totalling \$374.40 by 29th March 1982. If payment is not received by that date we intend to instruct repossession without further notice.

Please note overdue interest has been charged in accordance with the terms of the contract.

Yours faithfully
NEW ZEALAND CREDIT CORPORATION LTD



B Lissington
CREDIT CONTROLLER



BL/cc

CC NZ Motor Corp Ltd, Broadway

Mr P D Cash
20 Marine Parade, Herne Bay
AUCKLAND

TO COMMERCIAL BANK OF AUSTRALIA AUCKLAND NEWZEALAND

W TEST 14986
TESTED WITH YOUR MELBOURNE OFFICE

47

WE HEREBY OPEN OUR IRREVOCABLE ELCEE ILC/6216/603 DTD MARCH 18 1982
FOR USDLRS 31,605/- DLRS 31605/- FVG M/S AOTEROA INTL LTD
PO BOX 1615 AUCKLAND NEWZEALAND
FOR ACCOUNT OF M/S PERFECTPAC LTD 1010 ANSAL BHAWAN 16 KASTR++
KASTURBA GANDHI MARG NEWDELHI 110 001 INDIA
VALID FOR SHIPMENT UPTO MARCH 31 1982 AND NEGOTIATION UPTO APRIL
10 1982 STOP CREDIT AVAILABLE BY DRAFTS AT 180DAYS FROM BILL OF LADING

DATE ON ACCOUNTEE ACCOMPANIED BY DOCUMENTS SPECIFIED BELOW COVERING
FULL INVOICE VALUE OF MERCHANDISE TO BE DESCRIBED IN INVOICE++
INVOICE AS 'PAPER WASTE (WOODFREE HARD WHITE SHAVINGS) AT THE RATE
USDLS 451.50 PER MT NET WEIGHT EXCLUDING PACKING MATERIALS
C AND F BOMBAY AS PER CONTRACT NBR PP/NEWZEALAND/306/82 DT 17/3/82'
QUANTITY 70 MT

DOCUMENTS REQUIRED

1) SIGNED COMMERCIAL INVOICE IN FIVE COPIES CERTIFYING THAT THE GOODS

ARE OF NEWZEALAND ORIGIN AND QUOTING IMPORT OPEN GENERAL LICENCE
ITEM NBR 13 APPENDIX 10 OF IMPORT POLICY FOR 1981-82

2) FULL SET OF CLEAN ON BOARD OCEAN BILLS OF LADING WITH TWO NON
NEGOTIABLE COPIES ISSUED OR ENDORSED TO THE ORDER OF BANK OF AMERICA
NT AND SA NEWDELHI MARKED 'FREIGHT PRE-PAID': NOTIFY BANK OF AMERICA

NT AND SA NEWDELHI AND ACCOUNTEE QUOTING NBR OF THIS CREDIT

3) CERTIFICATE OF ORIGIN IN QUADRUPPLICATE FROM A CHAMBER OF COMMERCE

4) PACKING/WEIGHT LIST IN QUADRUPPLICATE SHOWING THE GOODS PACKED
IN FULLY PRESSED BALES

5) CERTIFICATE OF QUALITY AND QUANTITY IN QUADRUPPLICATE

6) CERTIFICATE FROM SHIPPING A++ COMPANY STATING THE++ THAT THE
CARRYING VESSEL IS APPROVED BY LLOYDS REGISTER OF SHIPPING LONDON

7) COPY OF TLX/CABLE DTD NO LATER THAN SHIPMENT FROM DATE SHIPPER
TO NATIONAL INSURANCE COMPANY LTD 21 DARYAGANJ NEWDELHI GIVING SHIPMENT
T

DETAILS QUOTING THEIR COVER NOTE NBR 162269 DTD 18/3/82

8) INSPECTION CERTIFICATE FROM SGS LTD RELATING TO WEIGHT OF GOODS
SHIPMENT FROM NEWZEALAND TO BOMBAY

PARTIAL SHIPMENT PERMITTED TRANSshipment PROHIBITED

DOCUMENTS MUST BE PRESENTED FOR NEGOTIATION NO LATER THAN 10 DAYS AFTER
R

THE DATE OF SHIPPING DOCUMENTS (ON BOARD VALIDATION APPLICABLE
FOR OCEAN SHIPMENTS) BUT WITHIN THE VALIDITY OF THE CREDIT
SPECIAL INSTRUCTIONS

1) ALL DOCUMENTS MUST BEAR NBR AND DATE OF THIS CREDIT

2) ALL BANK CHARGES ARE FOR THE ACCOUNT OF BUYER

THE NEGOTIATING BANK TO FORWARD ALL DOCUMENTS TO US IN TWO SEPARATE
REGISTERED AIRMAIL LOTS STOP WE SHALL REMIT THE PROCEEDS TO THEM
ON MATURITY DATE AS PER THEIR INSTRUCTIONS

WE HEREBY AGREE WITH BONA FIDE HOLDERS THAT ALL DRAFTS DRAWN
UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT SHALL MEET WITH

DUE HOURS UPON PRESENTATION AND DELIVERY OF DOCUMENTS AS SPECIFIED
IF DRAWN AND PRESENTED FOR NEGOTIATION ON OR BEFORE EXPIRATION DATE
OF THIS CREDIT STOP THIS CREDIT IS SUBJECT TO UCP FOR DOCUMENTS (1974
REVN) ICC PUBLICATION NBR 290

THIS CABLE IS OPERATIVE INSTRUMENT STOP NO MAIL CONFIRMATION TO
FOLLOW STOP PLS ADVISE BENEFICIARY WITHOUT ADDING YOUR CONFIRMATION

ROCKLAND NEW ZEALAND
FOR ACCOUNT OF M/S PERFECTPAC LTD 1010 ANSAL BHAWAN 16 KASTURBA
GANDHI MARG NEW DELHI 110 014+ 001 INDIA
VALID FOR SHIPMENT UPTO MAR 31 1982 AND NEGOTIATION UPTO APRIL 10 1982

STOP CREDIT AVAILABLE BY DRAFTS AT 180 DAYS FROM BILL OF LADING DATE
ON ACCOUNTEE ACCOMPANIED BY DOCUMENTS SPECIFIED BELOW COVERING
FULL INVOICE VALUE OF MERCHANDISE TO BE DESCRIBED IN INVOICE AS
PAPER WASTE (COMPUTER PRINTOUT) FULLY WOODFREE AT THE RATE
USD LRS 360.00 M TON NET WEIGHT X

XCLUDING PACKING MATERIALS C AND F
BOMBAY AS PER CONTRACT NBR PPL/NEWZEALAND/305/82 DTD 17/3/1982

QUANTITY 150 MT

DOCUMENTS REQUIRED

1) SIGNED COMMERCIAL INVOICE IN FIVE COPIES CERTIFYING THAT THE
GOODS ARE OF NEWZEALAND ORIGIN AND QUOTING IMPORT OPEN GENERAL LICENCE

ITEM NBR 13 APPED++ APPENDIX 10 OF IMPORT POLICY FOR 1981-82

- 2) C++ FULL SET OF CLEAN ON BOARD OCEAN BILLS OF LADING WITH TWO
NON-NEGOTIABLE COPIES, ISSUED OR ENDORSED TO THE ORDER OF BANK OF
AMERICA NT AND SA NEW DELHI MARKED "FREIGHT PREPAID" NOTIFY BANK OF
AMERICA NT AND SA NEW DELHI AND ACCOUNTEE QUOTING NBR OF THIS CREDIT
- 3) CERTIFICATE OF ORIGIN IN QUADRUPPLICATE FROM A CHAMBER OF COMMERCE
- 4) PACKING/WEIGHT LIST IN QUADRUPPLICATE SHOWING THE GOODS PACKED IN
P++ FULLY PRESSED BALES
- 5) CERTIFICATE OF QUALITY AND QUANTITY IN QUADRUPPLICATE
- 6) CERTIFICATE FROM SHIPPING COMPANY STATING THAT THE CARRIER VESSEL++
VESSEL IS APPROVED BY LLOYDS REGISTER OF SHIPPING LONDON
- 7) COPY OF TLX/CABLE DTD NO LATER THAN SHIPMENT DATE FROM SHIPPER
TO NATIONAL INSURANCE COMPANY LTD 21 DARYAGANK++ DARYAGANJ NEW DELHI
GIVING SHIPMENT DETAILS QUOTING THEIR COVER NOTE NBR 142255 DTD
18/3/82
- 8) INSPECTION CERTIFICATE FROM SGS LTD RELATING TO WEIGHT OF GOODS
SHIPMENT FROM NEWZEALAND TO BOMBAY.

PARTIAL SHIPMENT PERMITTED TRANSHIPMENT PROHIBITED
DOCUMENTS MUST BE PRESENTED FOR NEGOTIATION NO LATER THAN 10 DAYS
AFTER THE DATE OF SHIPPING DOCUMENTS (ON BOARD VALIDATION APPLICABLE
FOR OCEAN SHIPMENTS) BUT WITHIN THE VALIDITY OF THE CREDIT
SPECIAL INSTRUCTIONS:

- 1) ALL DOCUMENTS MUST BEAR NBR AND DATE OF THIS CREDIT
- 2) ALL BANK CHGS ARE FOR ACCOUNT OF THE BUYER
REGARDING BANKS BANKS SHOULD OBSERVE THE INSTRUCTIONS
ON MATURITY DATE AS PER THEIR INSTRUCTIONS
WE HEREBY AGREE WITH THE ONA FIDE HOLDERS THAT ALL DRAFTS DRAWN UNDER
AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT SHALL BE PAID WITH DUE
HONOUR UPON PRESENTATION AND DELIVERY OF DOCUMENTS AS
SPECIFIED, IF DRAWN AND PRESENTED FOR NEGOTIATION ON OR BEFORE
EXPIRATION DATE OF THIS CREDIT STOP THIS CREDIT IS SUBJECT TO UCP
FOR DOC CREDITS (1974 REV) ICC PUBLICATION NBR 290
THIS CABLE IS OPERATIVE INSTRUMENT STOP NO MAIN CONFIRMATION
TO FOLLOW STOP PLS ADVISE BENEFICIARY WITHOUT ADDING YOUR
CONFIRMATION

BANKAMERICA NEW DELHI

TEST 14458 MAR 22
TESTED WITH YOUR MELBOURNE OFFICE

BANKAMERICA NEW DELHI INDIA

MAR 22 1982 1403HRS

81

27

11

26.

(EAC copy)

SCALES NZ3351
EACAKL NZ21046

25/3/82
1210/PC

TGO V 48
AOTEAROA WISH TO BOOK 1000 TONNES W/PAPER
900 T AYL - BOMBAY 100 T NPE-BOMBAY. PLSE CONFIRM OK
TO ACCEPT. THANKS

+++

EACAKL NZ21046
SCALES NZ3351

82

28

27
3

C.C. SCANCARRIERS SYDNEY/WS66

7

HLH 7394/OA/ATTN: H.L.H.

MOTTATT 25 MARS 1982

AOTEAROA INTL WISH TO BOOK 1000 TONNES OF WASTE PAPER ON TARAGO V.48 FOR INDIA STOP 900 TONNES AKL-BOMBAY AND 100 TONNES NPE-BOMBAY ~~XX~~ STOP AS WE ALREADY HAVE ACCEPTED 1000 TONNES SACK KRAFT PAPER FROM N.Z. FOREST PRODUCTS WE ARE NOT REALLY PREPARED TO ACCEPT THIS WASTE PAPER BOOKING BEARING IN MIND THE VESSEL IS STILL 5 WEEKS AWAY STOP THE MIDDLE EAST AS WELL AS THE WEST COAST OF INDIA SEEMS TO BE A GOOD MARKET FOR FORESTRY PRODUCTS AND IT SEEMS LIKE WE WILL BE FORCED TO BE SELECTIVE AND ONLY ACCEPT CARGO IN ACCORDANCE WITH YOUR GUIDELINES/PRIORITIES STOP YOUR GUIDANCE APPRECIATED.

ENDS++

1 - 10 - 1 261

SHIPPER

Aotearoa International Ltd,
P.O. Box 1615,
Auckland,
New Zealand

83

BILL OF LADING

for Combined Transport or
Port to Port Shipment

B/L No.

A33

CONSIGNEE

To the order of
Bank of Oman Limited
Karachi

ScanCarriers

Scandinavian Australia and New Zealand Carriers Ltd.

Accepted by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity

NOTIFY PARTY (No responsibility accepted for failure in this regard)

M/S Everest Exports,
2nd Floor,
Haji Adam Chamber,
Altaf Hussain Road,
Karachi

indicated below* stated by the shipper to comprise the cargo specified below, for transportation subject to all the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Acceptance or the Place of Loading, whichever applicable, to the Port of Discharge or the Place of Delivery, whichever applicable. On presentation of this document (endorsed) to the Carrier, by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the Shipper, Holder and Carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them. As far as this Bill of Lading covers combined transport it is based on uniform rules for a Combined Transport Document (I.C.C. Brochure 298).

Intended Vessel and Voyage No.

Intended Port of Loading

Barranduna V72

Auckland

Intended Port of Discharge

Karachi

MARKS AND NUMBERS NUMBERS AND KIND OF PACKAGES DESCRIPTION OF GOODS AND CONTAINER NUMBER(S) NETT WEIGHT GROSS WEIGHT MEASUREMENT

EVRST 27 Pallets said to contain
KARACHI 55.150 M/Tons Waste Paper Including old
XXX Newspaper, Magazines, uncirculated, uncut,
unstappled size: 88x58 cms at rate US DLS
174.60 per M/Ton CandF Karachi as per
Indent No. AOT(879)-82/101 DT 7th March
1982

55.150
M/Tonne

55.690



AK 073613

SHIPPED ON BOARD THE
OCEAN VESSEL BARRANDUNA
AT AUCKLAND
ON 26 MAR 1982
S. deane

PARTICULARS ABOVE DECLARED BY SHIPPER

* Order Nos.

BOL/2262/16/82-KAR

* Processed at

AUCKLAND

Type of Service

FREIGHT AND CHARGES

FCL/FCL

US\$ 120/NETT WT 661

FCL/LCL

CARAF - 1.46% 9

LCL/FCL

US\$ 65

LCL/LCL

CONV @ .79
NZ\$ 82

Breakbulk

X

Freight Nominee(s)

- 1) Aotearoa International Ltd,
- 2) " " "
- 3) " " "
- 4) Notified Party
- 5) Notified Party

Place(s) of Acceptance *

Auckland

Place of Delivery *

Karachi

In Witness Whereof the said number of original Bills of Lading have been signed one of which being accomplished the other sent to ASIAN PACIFIC COMPANY (NEW ZEALAND) LIMITED FOR THE CARRIER

No. OF ORIGINAL

Three (3)

AUCKLAND

25 MAR

* Applicable only when this document is used as a Combined Transport Bill of Lading.

AT AUCKLAND DATE 25 MAR

83A

SHIPPER

CONSIGNEE

NOTIFY PARTY (No responsibility accepted for failure in this regard)

Intended Vessel and Voyage No. Intended Port of Loading

Intended Port of Discharge

BILL OF LADING
for Combined Transport or
Port to Port Shipment

No.

ScanCarriers
Scandinavian Australia and New Zealand Carriers Ltd.

Accepted by the Carrier from the Shipper in apparent good order and condition (Unless otherwise noted herein) the total number or quantity

indicated below * stated by the shipper to comprise the cargo specific below, for transportation subject to all the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Acceptance or the Port of Loading, whichever applicable, to the Port of Discharge or the Place of Delivery, whichever applicable. On presentation of this document (due endorsed) to the Carrier, by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the Shipper, Holder and Carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidence hereby had been made between them.
As far as this Bill of Lading covers combined transport it is based on the uniform rules for a Combined Transport Document (I.C.C. Brochure No. 298).

MARKS AND NUMBERS	NUMBERS AND KIND OF PACKAGES	DESCRIPTION OF GOODS AND CONTAINER NUMBERS(S)	NETT WEIGHT	GROSS WEIGHT	MEASUREMENT

PARTICULARS ABOVE DECLARED BY SHIPPER

* Order Nos.	* Processed at	Type of Service	FREIGHT AND CHARGES
* NOTE: For Shipper's purposes only neither effecting nor concerning carriage hereunder or the carrier in anyway whatsoever.		FCL/FCL	
		FCL/LCL	
		LCL/FCL	
		LCL/LCL	
		Breakbulk	
Freight Nominee(s)			
Place(s) of Acceptance *	Place of Delivery *	In Witness Whereof the said number of original Bills of Lading have been signed one of which being accomplished the others shall be void.	
* Applicable only when this document is used as a Combined Transport Bill of Lading.		No. OF ORIGINAL Bills of Lading 	
		FOR THE CARRIER.....	
		AT DATE.....	

SUBJECT TO THE CONDITIONS OF CARRIAGE AND OTHER CONDITIONS ON REVERSE AND CARRIER'S APPLICABLE TARIFF(S)

Interview/Telephone with Director Cash who stated that 1st shipment of approx 500 tons to take place tomorrow or Monday to cost \$13,000 NZ. Of this amount, \$10,000 is required to cover this shipment and further 2 shipments, from Napier and Timaru. I am to hand and urgent advices to be telexed as to whereabouts of remaining 3 credits. Mr Cash has requested a rate shading on 1st shipment, and I have advised him this will be considered when exact amount known.

Name: ACTEÁROA INTERNATIONAL LTD

Date: 17/3/82

Record No. D/L/A

Initials: *[Signature]*

lr*

50

1399 85

ALL BANK
BUSINESS
NEW ZEALAND

- 1 ESTABLISHED IRREVOCABLE LETTER OF CREDIT PS 348/82
- 2 US DOLLARS 55000 CANDE VALID FOR SHIPMENT AND
- 3 NEGOTIATION 31ST MARCH AND
- 4 19TH APRIL 82 RESPECTIVELY FV3 AOTEROA INTERNATIONAL
- 5 LTD P O BOX 1615 AUCKLAND NEW ZEALAND
- 6 ACCOUNT

- 7 KARAYAMA PAPER MILLS (.PROP OREINT STEEL AND INDUSTRIES LTD) 1212
- 8 ANSAL BHAWAN 15 KASTURBA GANDHI MARG NEWDELHI 110001 ~~INDIA~~
- 9 DRAFT MUST BE DRAWN AT 180 DAYS ^{100%}
- 10 FROM THE DATE OF BILL OF LADING FOR 100-2/2 VALUE OF 250 MT PAPER
- 11 WASTE (MIXED WASTE) AT THE RATE OF US \$ 220/35 PWT PACKED
- 12 IN FULLY PRESSED BALES SHIPPED FROM
- 13 NEW ZEALAND TO OMBAY ~~INDIA~~ POSTSHIPMENT/TRANSHIPMENT ALLOWED STOP
- 14 SIGNED

- 15 DETAILED INVOICE IN FOUR COPIES CERTIFYING GOODS
- 16 OF NEW ZEALAND ORIGIN
- 17 STOP CERTIFICATE OF QUALITY AND QUANTITY AND PACKING LIST TO BE
- 18 SIGNED BY THE BENEFICIARY IN QUADRUPPLICATE STOP CERTIFICATE OF
- 19 ORIGIN TO BE COUNTERSIGNED BY CHAMBER OF COMMERCE IN
- 20 FOUR COPIES XXXX STOP INSPECTION CERTIFICATE XXXX FROM SGS
- 21 LTD CERTIFYING THAT

?

- 22 ACCOUNTS CONFORM TO PS-80 (MEM 2) IN REGARD
- 23 TO QUANTITY AND WEIGHT STOP THIS IMPORT IS UNDER OCM STOP PLAN
- 24 TO BE PAID THROUGH
- 25 COMMERCIAL BANK OF AUSTRALIA 450 QUEENS STREET AUCKLAND
- 26 NEW ZEALAND STOP
- 27 IMPORTS REIMBURSE YOURSELVES BY DRAWING ON MANUFACTURERS MERCHANTS
- 28 BANK 2004 NEWPARK PLAZA NT-10215 TO

- 29 THE DEBIT OF OUR ACCOUNT NO SUN-7-22000
- 30 WITH THEM ALONGWITH YOUR COMPLIANCE CERTIFICATE OF ALL THE TERMS OF
- 31 CREDIT STOP THIS IS OPERATIVE INSTRUMENT AND NATIONAL CONFIRMATION
- 32 TO FOLLOW THIS IS SUBJECT TO UCP FOR DOCUMENTARY
- 33 TRANSIT IN FORCE TESTED DLR
- 34 10746 10746
- 35 10000

*United Commercial Bank
New Zealand*

10746 348/82 55000 31ST 19TH 82 1615
 1212 15 110001 100 100-2/2 250 220/35
 (MEM 2) 450 4 NT-10215
 BANK 2004 NEWPARK PLAZA NT-10215
 10746 10746

86

(9) / *in the*

AVSEMDT [REDACTED]

EH

7381hLh/7394

aotearoa waste paper for india -

1) fully agree you should [REDACTED] paper booking on tarago as obviously we shall have to be more selective in respect to acceptance of cargo for our ag service

2) we still have to gain some more experience from this new trade, but to the extent a certain 'base cargo' required would [REDACTED] with whom you/we have a [REDACTED] cooperation

M 3) consequently confirm cargo to be accepted in accordance with already es [REDACTED].
++

31 31

29
4

(Hovik copy)

87



WELLINGTON 29/3/82

HOVIK:

7409/0A



H/H/
L/S/
W

BARRANDUNA V.72 WASTE PAPER AKL BOMBAY

MOTTATT 29 MAR 1982

AS PREVIOUSLY INFORMED YOU ONE BILL OF LADING OF 550 TONNES OF WASTE PAPER STOP 250 TONNES WAS SHORTSHIPPED IN AKL DUE TO LACK OF SPACE SAME SHIPPER HAS ON BOARD FROM AUCKLAND 4 B/L'S TOTALLING 400 TONNES WHICH CREATES NO PROBLEM AND ABOUT 300 TONNES FROM THE B/L'S AFFECTED BY SHORTSHIPMENT STOP SHIPPER HAS PAID FREIGHT ON THE FOUR B/L'S TOTALLING 400 TONNES BUT NOT IN A POSITION TO PAY FREIGHT FOR THE 300 TONNES ALREADY ON BOARD OF THE SHORTSHIPPED PARCEL STOP HAS OFFERED A POST DATED CHEQUE (DATED AFTER TARAGO V48 LOADING REMAINING 250 TONNES S/S AKL) AGAINST A PREPAID FREIGHT BILL OF LADING FOR THE 300 TONNES ON BOARD BARRANDUNA STOP DUE TO SHIPPERS BEING INSOLVENT NO BANK GUARANTEE RE PAYMENT OF THE CHEQUE CAN BE OBTAINED STOP PRESUME BY STAMPING ~~XXXXXXXXXXXXXXXXXXXX~~ FREIGHT PREPAID FOR 300 TONNES ON BOARD. WITHOUT ACTUALLY RECEIVING PAYMENT WILL AUTOMATICALLY CANCEL OUR 'LIEU ON CARGO' STOP FURTHER MORE UNDERSTAND THE 250 TONNES SHORTSHIPPED HAS NOT YET BEEN PAID FOR BY THE SHIPPER TO THE DIFFERENT SUPPLIERS AND NO GUARANTEE EXISTS FOR THAT PARCEL EITHER STOP YOUR GUIDANCE APPRECIATED.

ENDS++

(32)

32

30⁰

(Hovik c

7388oeb/7409oa

AVSENDT 29 JUN 1992

1. we do not accept a post-dated check against a prepaid b/L as we then loose 'Lien of cargo'.
2. as shipper is insolvent we doubt very much whether he will be able to pay the freight at a later stage also considering that he has not paid the suppliers either stop we are therefore of the opinion that the 300 tonnes belonging to the parcel of 550 tonnes should be discharged timaru to avoid any costs which might arise in dubai stop we can then try to accomodate the whole parecel of 550 tonnes on tarago or a later ship if freight paid in time stop pls inform the shipper that the cargo remains in timaru for his expense and risk until freight paid stop cargo can be transported to auckland for the shippers expense

++

EACAKL NZ 21046
AOTEX NZ 21931

89

33 37

58

29.3.82

ATTN CAPT O ANDERSON

FURTHER TO OUR PHONE CONVERSATION RE OUR 560 MT MIXED WASTE

PLS NOTE FOLLOWING

- 1) OUR SUPPLIER EXPECTS TO BE PAID FOR THE FULL DELIVERY OF 560 MT
- 2) I VISITED INDIA ON THE FRIDAY BEFORE LOADING TO PICK UP LCS FOR OUR SHPMTS AND HAD TO PERSONALLY ASSURE THE INDIAN CLIENTS SHIPMENT WILL BE EFFECTED PRIOR TO 31ST MARCH
- 3) ALL UNITS WERE INSPECTED BY DAVE TESKY AND BRETT FREER EAST ASIATIC FOR QUALITY AND MEASUREMENT AND COMMENTS WERE TLXD TO WELLINGTON
- 4) UNITS SIGHTED ON WHARF BY SCAN CARRIERS 5 DAYS PRIOR TO SHIPPING
- 5) JOHN ROBINSON SIGHTED CARGO ON WHARF ON THURSDAY AND FRIDAY AND MADE NO COMMENTS ABOUT UNSTABLE UNITS UNITS IN FACT HE SPOKE TO ME EARLY FRIDAY MORNING STATING THERE WAS A PROBLEM WITH THE TIME FACTOR FOR LOADING AND TO BE IN MY OFFICE AT 11 AM TO RECEIVE PHONE CALL FROM CAPT ANDERSON
- 6) 11.45 AM FRIDAY CAPT ANDERSON PHONED AND ADVISED TIME PROBLEM AND ENSURED US ALL CARGO LEFT BEHIND WOULD BE TRUCKED TO NAPIER AT SCANS EXPENSE IN FACT CAPT ANDERSON ASKED ME TO TRY AND OBTAIN A BETTER CARGAGE RATE THAN THE ONE OFFERED BY TRAILWAYS
- 7) IT WAS NOT UNTIL I ARRIVED ON THE WHARF AT 5.05 PM I WAS INFORMED IT WAS NOT ONLY A TIME FACTOR BUT ALSO THERE WAS SPACE FACTOR INVOLVED
- 8) CARGO SUPERINTENDANT B ANVIN ADVISED UNITS BASICALLY SOUND HOWEVER UNABLE TO STACK THREE HIGH FOR SAFETY REASON HENCE LACK OF SPACE HE ALSO ADVISED HE HAD HAD A LOT TO DO WITH WASTE PAPER AND OUR BALES WERE AMONG THE BEST MIXED HE HAD SEEN

IF WE HAD UNITISED THE BALES 3 HIGH LIKE WE WERE GOING TO IN THE FIRST PLACE THERE WOULD HAVE BEEN MAXIMUM UTILISATION OF AVAILABLE SPACE HOWEVER WE WERE ADVISED NOT TO UNITIZE 3 HIGH

IN VIEW OF THE ABOVE WE WISH TO ADVISE WE ARE IN A POSITION TO PAY FOR THE 400 MT OF OTHER CARGO HOWEVER WE MUST REQUEST SCAN TO ACCEPT OUR POST DATED CHEQUE FOR APPROX 300 MT OF MIXED WASTE SHIPPED ON THE VESSEL FOR ONE WEEK AFTER THE SCHEDULED SAILING DATE OF THE NEXT VSL

WE ALSO MUST REQUEST SCAN TO ACCEPT RESPONSIBILITY OF REMOVING STORING AND DELIVERING THE CARGO LEFT BEHIND FOR THE NEXT SCHEDULED VESSEL

RGDS P CASH

AOTEX NZ 21931
EACAKL NZ 21046

90

51

Phone : ERODE-73221 (10 Lines)
Grams : ESPEEBE-ERODE
Telex : 0856 - 220 SPB IN



SESHASAYEE PAPER AND BOARDS LIMITED

(Registered Office & Mill: Pallipalayam, Salem Dt)

ERODE-638007

By airmail

India

PUR/IMP-319(F)/ 11381

dt 29 MAR 1962

Ms Aotearoa International Ltd
PO Box No.1615
Auckland
New Zealand

Attn: Mr P A D Cash

Dear Sirs

Re : Supply of waste paper
Ref : Our order PUR/PO/IMP-319(F)/4310 dt 4 12 61
and Letter of Credit ML 83109
Our letter PUR/IMP-319(F)/10968 dt 15 3 62

We hope that by this time you must have decided your stand for agreeing to our proposal detailed in our letter cited above. We presume that the delay in replying to our letters reveals your disinterest in the above deal, in which case, we request you to inform us suitably and return the original Letter of Credit established in your favour which is invalid and unutilised.

In the event of your accepting the terms of our order/L/C, you are requested to inform us for necessary extension of the validity of the Letter of Credit to enable you to arrange shipment of the material on order.

An early action in this regard will be highly appreciated.

Thanking you,

Yours faithfully
for SESHASAYEE PAPER AND BOARDS LIMITED

S. GOPALAN
PURCHASE OFFICER

skr

~~34~~ 91

7397oeb-kr/74160a

barranduna waste paper for india

AMSERMENT 10 1000 102

would appreciate full report covering exactly how this cargo was booked, how measurement and weight figures were controlled and checked, how units were inspected and accepted, and how stowage was preplanned stop

pls confirm that the agreed rate of usd ¹⁵⁰~~140~~ per wton is applicable.

92

35

(35)

63

EACAKL NZ21046

30/3/82
1250/3KF

TO SCANCARRIERS WTON
EPA V.70 ACTEAROA INTL WASTE PAPER -0930
HAVE RECEIVED CONFIRMED PAYMENT (USD15867.00) FOR 110 TON WASTE
AKL-KARACH PLUS 26 TON WASTE AKL-BOMBAY
THEREFORE STILL AWAITING B/L / PAYMENT FOR APPROX 245 TON.

ACTEAROA ADVISED YESTERDAY THAT THEY WERE UNABLE TO LODGE B/L
FOR BALANCE OF PAPER UNTIL SHORT SHIPPED CARGO COULD BE WEIGHED
TO ASCERTAIN EXACT TONNAGE SHIPPED. BELIEVE ONLY POSSIBLE WAY TO
COLLECT PAYMENT FROM SHIPPER BEFORE V/L SAILS TIMARU IS TO LODGE
PROFORMA B/L FOR ESTIMATED TONNAGE SHIPPED.
HAVE BEEN UNABLE TO CONTACT PAUL CASH BUT WILL REVERT ASAP WITH
HIS REACTION.

) +++

)
EACAKL NZ21046

93

~~37~~

~~37~~

30 MAR 1982

C
CALL NZ3351
DCAST CALL MOM

ALES NZ3351
399 OA 30/3/82
C.
C AOTEAROA AUCKLAND).
C TURNBULL TIMARU - STJ138).
OM SCANCARRIERS.

STE PAPER FOR INDIA:

E TO LACK OF PAYMENT OF FREIGHT PLS INFORM SHIPPER THAT UNLESS
EIGHT IS PAID TODAY THE 300 TONS PART OF THE LARGE CONSIGNMENT
LL BE DISCHARGED AND STORED FOR ACCOUNT OF SHIPPER IN TIMARU.
C INFORM SHIPPER THAT SCANCARRIERS IS WILLING TO TAKE THE WHOLE
SIGNMENT OF 550 TONS ON TARAGO IN THE MIDDLE OF MAY LOADING IN
YLAND AND TIMARU. PLS INFORM SHIPPER TOO THAT IF HE CHOOSES TO
TRANSPORT THE 300 TONS DISCHARGED IN TIMARU BACK TO AUCKLAND
IS TRANSPORT COST HAS TO BE ON BEHALF OF THE SHIPPER.

ALES NZ3351
2 PHN

+

94

~~38~~

~~A~~

~~()~~

~~38~~

30 MAR 1982

AOTEX NZ21931
EACAKL NZ21946

30/3/82
1281/BKF

ATT PAUL CASH
RE WASTE PAPER BARRANDUNA V.72

IMPERATIVE TELEX SCANCARRIERS BEFORE 5 O'CLOCK TONIGHT
REPEATING YR INTENTIONS REGARDING WASTE PAPER ON ABOVE V/L.
WOULD SUGGEST A CLEAR INDICATION BE GIVEN STATING EXACTLY WHAT YOU
REQUIRE FROM SCANC WITH REGARDS TO PREPAID B/L / CARTAGE /
STORAGE ETC AND WHEN PAYMENT WILL BE MADE FOR BALANCE OF CARGO
ONBOARD.

WOULD ALSO SUGGEST YOU INDICATE PROBLEMS ARISING IF SCANC
DO NOT ASSIST AND DISCHARGE CARGO AT TIMARU AS THREATENED.

ONCE AGAIN WE POINT OUT THAT SCANC ARE REQUESTING FULLPAYMENT FOR
ALL CARGO ONBOARD BARRANDUNA.

TRUST YOU WILL CONTACT WTON DIRECT. IF WE MAY BE OF ANY ASSISTANCE
PLSE CONTACT SOONEST.
BREET FREER.

+++

CORRECTION SHOULD READ BRETT FREER.

+++

EACAKL NZ21946
AOTEX NZ21931

95

=
OCC

V

+
EACAKL NZ21046
AOTEX NZ21931

C.C. SCALES NZ 3351
C.C. EAST ASIATIC 21046

RE YR TLX

PLS INFORM SCAN IT IS IMPOSSIBLE SHIPPER TO PAY FOR FREIGHT ON THE
TONNAGE OF MIXED WASTE ON BOARD THEIR VSL FOR THEY ARE WELL AWARE THE
TONNAGE SHIPPED IS UNKNOWN AS WE DO NOT KNOW THE TONNAGE LEFT
BEHIND

PLS ALSO INFORM SCAN AS PER PHONE CONVERSATION WITH CAPT ANDERSON
AROUND MIDDAY FRIDAY THEY CONTRACTED TO HAVE REMAINING TONNAGE
LEFT IN AUCKLAND TRUCKED TO NAPIER AT THEIR EXPENSE FOR SHIPMENT ON
BARRANDUNA. THIS CONTRACT WAS WITNESSED

OUR REQUEST AS PER OUR PREVIOUS TLX WAS WE FEEL MORE THAT REASONABLE
FOR BOTH PARTIES CONCERNED

RGDS P CASH

DATED 30.2XXXX 30.3.82

AOTEX NZ21931+
EACAKL NZ21046V

*Please Copy
Scan etc*

96

~~39~~

~~39~~

29568 GA

23312 RHPJ PH

23312 RHPJ PH
000.8 MIN

62

SCALES NZ3351
30/3/82 OA
ACTEARCA INTL.

ATTN MR CASH.

DEAR MR CASH.

TKS YOUR TLX DATED 30/3 PLS ASK YOUR SOLICITOR TO
CONTACT SCANCARRIERS RE OUR PROPOSAL OTHERWISE I HAVE NO OTHER
OPTION TO DISCHARGE YOUR CARGO (300 TONNES) IN TIMARU IF
FREIGHT NOT PAID.

U. ANDERSEN,
OWNERS REPRESENTATIVE,
SCANCARRIERS.

+++

SCALES NZ3351*

1428 PHM



7393agb/7416oa
apart from the 250ts waste paper on bra 72 pls confirm no
further waste paper accepted.
++

EXELEX
7393

AGB 7419 OA/7393 AGB/7416 OA.

CONFIRM NO MORE WASTEPAPER HAS BEEN ACCEPTED WITH EXCEPTION

SHIPPER

Aotearoa International Ltd,
P.O. Box 1615,
Auckland,
New Zealand

98

BILL OF LADING

for Combined Transport or
Port to Port Shipment

B/L No.

TA 7

41

ScanCarriers

Scandinavian Australia and New Zealand Carriers Ltd.

Accepted by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of

CONSIGNEE

To the order of
Bank of Oman Limited,
KARACHI

NOTIFY PARTY (No responsibility accepted for failure in this regard)

M/S Everest Exports,
2nd Floor,
Haji Adam Chamber,
Altaf Hussain Road,
KARACHI

Intended Vessel and Voyage No.

BARRANDUNA V72

Intended Port of Loading

TIMARU

Intended Port of Discharge

KARACHI

Indicated below * stated by the shipper to comprise the cargo specified below, for transportation subject to all the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Acceptance or the Port of Loading, whichever applicable, to the Port of Discharge or the Place of Delivery, whichever applicable. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the Shipper, Holder and Carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

As far as this Bill of Lading covers combined transport it is based on the uniform rules for a Combined Transport Document (I.C.C. Brochure No. 298).

MARKS AND NUMBERS NUMBERS AND KIND OF PACKAGES DESCRIPTION OF GOODS AND CONTAINER NUMBER(S) NETT WEIGHT GROSS WEIGHT MEASUREMENT

EVEREST
KARACHI

7 Pallets containing Waste Papers:
9.800 M/Tons Waste Paper including old
Newspaper, Magazines, uncirculated, uncut,
unstapled size: 88x58 cms at rate US DLR
174.60 per M/Ton Card? Karachi as per
Indent No. A67(879)-82/101 DT 7th March
1982

FREIGHT PREPAID
FOR THE MASTER

(Signed) _____

9.800 M/T

65

AK 077088

H.M. CUSTOMS
NEW ZEALAND
67 APR 1982

SHIPPED ON BOARD THE
OCEAN VESSEL BARRANDUNA
AT TIMARU
ON 31. MAR. 1982

INCOMPLETE COPY NOT NEGOTIABLE

FOR FULL TERMS AND CONDITIONS OF CARRIAGE
SEE FRONT AND BACK OF ORIGINAL BILL OF LADING

PARTICULARS ABOVE DECLARED BY SHIPPER

* Order No. BOL/2262/16/82-KAR	* Processed at CHRISTCHURCH	Type of Service	FREIGHT AND CHARGES
* NOTE: For Shipper's purposes only neither affecting nor concerning carriage hereunder or the carrier in anyway whatsoever. Freight Nominee(s) 1) Aotearoa International Ltd, 2) " " " 3) " " " 4) Notified Party 5) " "		FCL/FCL	
		FCL/LCL	
		LCL/FCL	
		LCL/LCL	
		Breakbulk	X

Place(s) of Acceptance *
Christchurch

Place of Delivery *
Karachi

In Witness Whereof the said number of original Bills of Lading have been signed one of which being accomplished the others shall be void.

No. OF ORIGINAL B/L
three (3)

FOR THE CARRIER.....
AT AUCKLAND DATE 31 MAR 1982

* Applicable only when this document is used as a Combined Transport Bill of Lading.

(42)

69

777777

AGB 7419 OA/7393 AGB/7416 OA.

CONFIRM NO MORE WASTE PAPER HAS BEEN ACCEPTED WITH EXCEPTION OF THE SHORTSHIPPED 250 TONNES.

+++

MOTTATT 31 MARS 1982

(16)

~~31~~

(42)

IN THE HIGH COURT OF NEW ZEALAND
IN ADMIRALTY
AUCKLAND REGISTRY

A.D. 333/82

BETWEEN AOTEOROA INTERNATIONAL
LIMITED

Plaintiff

A N D SCANCARRIERS A/S

Defendant

BUNDLE OF AGREED DOCUMENTS

Volume 2
Items 100-227

HIGH COURT
AUCKLAND
v.
Exhibit 2
8/6/83 Registrar

43

43

100

35

31/3/82.
SCANCARRIERS HOVIK.

7426 0A/7393 AGB.

INQUIRY RCVD FROM SAME SHIPPER AOTEAROA FOR 1000 TONS OF WASTE
PAPER FOR SHIPMENT JUNE/JULY. PLS ADVISE IF ACCEPTABLE AND
FREIGHT RATE REQUIRED.

MOTTATT 31/3/82

15

~~43~~

(33)

44

~~147~~ 36

10

74090EB/74260A
WASTE PAPER JUNE/JULY - REF 7381HLH
APPEARS WE MUST BE MORE SELECTIVE IN THIS TRADE BEARING IN MIND
PROSPECTS FOR CARGO MOVEMENTS THEREFORE WE ARE NOT PREPARED
TO ACCEPT ANY FURTHER WASTE PAPER BOOKINGS AT THIS STAGE.

1 April 82

✓ X /

1/4/82.
SCANGARRIERS HOVIK.

7435 OA.

CC SYDNEY - WSR72 OA).

BARRANDUNA LOADING NZ WASTE PAPER FOR INDIA.

REF PREVIOUS TELEX CORRESPONDENCE AS WELL AS TELECON RE ABOVE AND WOULD LIKE TO DRAW YOUR ATTENTION TO FLWG POINTS:

(A) QUANTITY OF 932 TONS BOOKED FROM ONE SHIPPER FOR DISCHARGE KARACHI/BOMBAY. THE PAPER UNITISED ON PALLETS ARE APPROX 1.5 TONS UNITS.

(B) FLWG SPACE ALLOCATED BY SYDNEY FOR THE ABOVE PARCEL PADS 07/09 + 11 TOTAL CUBIC OF 98530CUFT (~~1114850CUFT~~ - 12X20'C AT 1360CUFT/CONTAINER BULK HEAD).

(C) DUE TO SHORTSHIPMENT ONLY ABOUT 662 TONS WERE LOADED IN CNZ.

(D) FLWG SPACE WAS USED PADS 07/09/11/12 TOTAL CUBIC OF 124786CUFT.

(E) THE HEIGHT OF EACH UNIT APPROX 5.5M AND IT WAS ANTICIPATED THAT THE HEIGHT OF THE DECK WOULD ALLOW FOR 3 UNITS HIGH TO BE STOWED DUE TO UNSTABLE UNITS ONLY 2 UNITS HIGH COULD BE STOWED AND CONSEQUENTLY 1 THIRD OF THE SPACE REQUIRED WAS LOST. THIS LOSS WAS APPROX 27000CUFT. NEEDLESS TO SAY UNITS NOT USE MORE SPACE THAN EQUIVALENT TO MAXIMUM 6000 CONTAINER DECK SPACES.

(F) UNDER PRESENT OPERATIONAL SYSTEM OF UNIT TONNAGE ALLOCATION OF SPACE IT IS ENTIRELY THE RESPONSIBILITY OF THE CENTRAL PLANNER IN SYDNEY.

(G) PHOTO OF THE UNITS WILL BE FORWARDED TO YOU TODAY.

CONCLUSION:

BASED ON ALLOCATED SPACE IT SHOULD LIKE WOULD EXPECTED THE STOWAGE TO BE ABOUT 110CUFT PER TON WHERE IN ACTUAL FACT THE STOWAGE FACTOR WAS 160CUFT.

+++

*
JEBRED NZ31125

18788W SA N
FM SCANCARRIERS OSLO 1.4.82 -GST
TO SCANCARRIERS WELLINGTON

7406HLH/74270A
PRIVATE AND CONFIDENTIAL

VERY DISAPPOINTED TO LEARN THAT YOU HAVE QUOTED A RATE OF USD 120/TON ONLY FOR THE WASTE PAPER TO INDIA.

1. AS YOU POINT OUT, MY TLX 7042HLH 13.1 SUGGESTED THAT YOU SHOULD USE 'PROPOSED FREIGHTS AS INCLUDED IN YOUR REPORT AS BASIS FOR FREIGHT QUOTATIONS' TO THE ARABIAN GULF. ✓

2. ON 26.1 YOU ADVISED IN TLX 70980A THAT ACTEAROA WERE WORKING 100 TONS TO COHIN/MADRAS IN ADDITION TO 1000 TONS TO BOMBAY AND ASKED FOR A DECISION RE T/S SERVICE DUBAI AND ALSO FREIGHT TO BE USED. ✓

TO THIS WE REPLIED BY 70950EB SAYING THAT A RATE OF USD 150/TON AS QUOTED FOR BOMBAY/KARACHI SHOULD BE QUOTED. ✓

3. ALTHOUGH IT WAS SUGGESTED INITIALLY TO BASE YOUR FREIGHT QUOTATIONS ON PROPOSED FREIGHTS AS INCLUDED IN YOUR REPORT, IT GOES WITHOUT SAYING THAT ALL LATER INSTRUCTIONS OVERRULE PREVIOUSLY GIVEN ADVICE. ALREADY ON THE 21.1 MY TLX 7075HLH REPLIED TO YOUR QUERY WHETHER YOU SHOULD USE THE USD 140/TON RATE AS QUOTED TO NZFP FOR A.G. ALSO TO COLOMBO, KARACHI, BOMBAY, SAYING

'1. BECAUSE OF HIGHER T/S COSTS SUGGEST YOU QUOTE USD 150/TON
2. NO REGULAR FEEDER OPERATING AT PRESENT BUT COULD USE GREEK LINE CALLED MANTA LINE WHICH OPERATES ON AN INDUCEMENT BASIS. CONSEQUENTLY PLS INDICATE QUANTITIES BEFORE ANY BOOKINGS MADE ENABLING US TO MAKE NECESSARY ARRANGEMENTS WITH MANTA.'

ALREADY AT OUR MEETING WITH NZFP 8.2 I LEARNT TO MY SURPRISE THAT A RATE OF USD 140/TON HAD ALREADY BEEN QUOTED FOR NZFP TO BOMBAY/KARACHI, AND A CONSEQUENTLY EMPHASIZED THAT THIS SHOULD BE ON A PROMOTIONAL BASIS ONLY UNTIL 30.6

4. DURING LATER DISCUSSIONS I SEVERAL TIMES MADE THE POINT AND THIS I UNDERSTOOD TO BE FULLY APPRECIATED BY YOU, THAT BECAUSE OF THE HIGH T/S COSTS NO RATE BELOW USD 140- SHOULD BE QUOTED TO BOMBAY/KARACHI.

5. DURING RECENT TELCONS I HAVE ALSO QUERIED THE POINT WITH REGARD TO THE RATE OF FREIGHT, AS I FOUND IT A BIT STRANGE THAT WASTE PAPER COULD STAND A RATE OF USD 140/TON AS THIS WAS CONTRARY TO THE IMPRESSION I GOT DURING MY VISIT TO NZ. AT NO STAGE OF TIME HAS A RATE OF USD 120/- BEEN MENTIONED, AND CONSEQUENTLY I MUST SAY THAT I AM BOTH SURPRISED AND DISAPPOINTED TO LEARN THAT CARGO HAS BEEN BOOKED AT A RATE OF USD 120/- ONLY, IN PARTICULAR ON OUR FIRST VESSEL IN THIS NEW SERVICE, WHICH FOR SOME TIME HAS BEEN UNDER HEAVY PRESSURE.

**

2/4/72.
SCANCARRIERS HOVIK.

104

39

7441 0A/HLH.

PRIVATE AND CONFIDENTIAL

THANKS YOURS RE FREIGHT RATES TO THE GULF AS WELL AS INDIA.
LOOKING BACK WE HAVE TO REALISE THAT WITH THE FIRST PLANNING
STAGE OF OUR NEW WEIGH PORT SERVICE, SOME UNCERTAINTY EXISTED.
THIS PLANNING STAGE COULD BE DIVIDED INTO 2 - NAMELY:
(1) AS ONSHORE WITH GREAT UNCERTAINTY RE CARGO SUPPORT.
(2) AS UNOFFICIAL PARTNER - IF I MAY SAY SO - WITH OCL AND AGNY
AND A PARTIALLY SECURED POSITION RE CARGO SUPPORT
CONSEQUENTLY OUR MARKETING POLICY HAS BEEN ACCORDINGLY.

SOME MISUNDERSTANDING HAS ARISEN DUE TO MY TELEX 7208 WHICH I AM
RESPONSIBLE FOR. IN THAT TLY I AM ASKING FOR A FREIGHT RATE TO
COCHIN/MADRAS AS WELL AS TRANSHIPMENT POSSIBILITIES, NOT FOR A
FREIGHT RATE TO KARACHI/BOMBAY. PRIOR TO MY TLY WHEN OUR AUCKLAND
AGENTS MARKETED OUR SERVICE, THEY QUOTED USD120-00 BASED ON THE
INFORMATION REFERRED TO IN YESTERDAY'S TLY. I DO HOPE THIS
CLARIFIES THE SITUATION REGARDING WASTE PAPER.

THE SAME APPLIES FOR THE FREIGHT RATE OF USD142-00 TO NZ FOREST.
I DO HOPE THE ABOVE CLARIFIES THE SITUATION BUT PLEASE LET ME KNOW
IF YOU REQUIRE FURTHER INFORMATION.

AS I INDICATED ABOVE, WHAT HAS HAPPENED IS A RESULT OF CIRCUMSTANCES.
FREIGHT RATES FOR FUTURE FREIGHT TO THE A.G. SEEMS TO BE EASIER BUT
YOU WILL PROBABLY FROM TIME TO TIME FIND YOURSELF IN THE POSITION
THAT THE BRITISH LINES AND WE IN NZ, AS WELL AS OUR COLLEAGUES IN
SYDNEY, HAVE ACCEPTED FREIGHT RATES WHICH PROBABLY ARE NOT FULLY
ACCEPTABLE TO YOU.

REGARDS

+++

SE416 ON 2/4/72
EAC.
FROM SCANCARRIERS.

105

40

ATTN J. TORGENSEN/D. TESKEY.

WASTE PAPER FOR INDIA

AS YOU HAVE RCVD AN ENQUIRY FOR FURTHER SHIPMENT OF WASTE PAPER
FOR KARACHI/BOMBAY I CONTACTED OSLO RE THIS MATTER AND RCVD THE
FOLG REPLY - QUOTE -
WASTE PAPER JUNE/JULY.

APPEARS WE MUST BE MORE SELECTIVE IN THIS TRADE DEALING IN MIND
PROSPECTS FOR CARGO MOVEMENTS THEREFORE WE ARE NOT PREPARED TO
ACCEPT ANY FURTHER WASTE PAPER BOOKINGS AT THIS STAGE. - UNQUOTE -

ELY NOT ACCORDINGLY.

+++

106

49

7422 HLH/7441 OA

41

TKS YR TLX IN RESPECT TO RATE FOR WASTE PAPER.
WOULD APPRECIATE YR COMMENTS TO FLWG RATE QUESTIONS:

1) AT MEETING WITH NZFP WE AGREED TO HOLD RATE FOR THEIR PAPER
(USD 140/TON) FIRM UNTILL 30/6 ON PROMOTIONAL BASIS.) AS WE
EARLIER AGREED TO A PROMOTIONAL RATE OF USD 150,- UNTIL 30/9/82,
PRESUME LATTER RATE SHOULD APPLY AS FROM 1/7 TO 30/9.

2) YOU MENTION IN YOUR TLX THAT WE WILL FIND THAT YOU HAVE ACCEPTED
FREIGHT RATES WHICH PROBABLY ARE NOT FULLY ACCEPTABLE TO US.
PLS CONFIRM THAT NO RATES OTHER THAN THOSE CONTAINED IN UPDATED
TARIFF ENCLOSED IN YOUR LETTER OF 4.3 HAVE BEEN QUOTED.

5.4.82 (?)

SCALES NZ3351
EACAKL NZ21046

107

50

42

5/4/82
1363/DWT

OA/DWT

MR PAUL CASH - AOTEAROA INTERNATIONAL WISHES VISIT YOUR
11AM WEDNESDAY APRIL 7TH - PLSE CONFIRM OK

++++

EACAKL NZ21046+
SCALES NZ3351

V+
EACAKL NZ21046
SCALES NZ3351
SE437 KW 6/4/82
FAC.
FROM SCANCARRIERS.
DWT/KPW.

RE FREIGHT RATE ESTABLISHMENT FOR WASTE PAPER TO EUROPE.
CONFERENCE HAS AGREED SPECIAL QUOTATION OF USD110 PER W/M
RATIO TO NTH CONTINENT (ANTWERP AND LEVERDON SHIPMENTS ONLY)
ON PORT TO PORT BASIS VALID UNTIL 30/9/82 STOP BELIEVE SHIPPER
IS NOT SIGNATORY TO N.B.C.A.

+++

SCALES NZ3351+
EACAKL NZ21046
1220 PHN

Paul Cook
informed 7/7/82.
CHARR
14.6%

109

6 APR 1982

PACAKL NZ210468
SCALES NZ3351

6/4/82
1238/DWT

FPW/DWT

THANKS YOUR SE 437 6/4/82

SHIPPER IS DELIGHTED WITH RATE WHICH WITH LOYALTY REBATE AND
CARAF EQUATES CLOSELY TO WHAT HE ASKED FOR STOP THIS PLEASE
HAVE NZESA SEND NRCA FORMS TO MR PAUL CASE, AGTRAFCA INTERNATIONAL
LTD, PO BOX 1415 AUCKLAND. THANKS,

411

PACAKL NZ210468
SCALES NZ3351

2p.

71

21-0000 PAJA IN

7/4/82

Handwritten notes: "Lack of info", "CC1. want from", "to ..."

PAJA ...

MINNETAN PAPER CORP. 1980 TEMPER ONE ...

BRIGHTNESS 6000 MINIMUM
INITIAL FREENESS 125-150 CSF

INITIAL FREENESS 125-150 CSF
BREAKING LENGTH 3.0 KM AVERAGE
TEAR FACTOR 70 AVERAGE
BURST FACTOR 15-20
OPACITY 94 PERCENT
SHINE (SOMERVILLE) 0.08
BULK 2.6 CM3/GM

PLEASE SEND SAMPLES, ANALYSIS, BEATING CURVES, FIBRE CLASSIFICATION FROM HERE. ALSO SPECIFY RAW MATERIAL, MOISTURE CONTENT, WHETHER SHEET FROM OR FLASH DRIED, BALE WEIGHT AND DIMENSIONS. ADV MUST REACH ME BY COURIER SERVICES LATEST 15/4/82 AS I AM GOING SINGAPORE 17TH MORN.

IF SHEET TO SHIVA PERFECTRAD TO CALCUTTAROUND. ALL BALES V LOSE ...

GOVT WILL ALSO PERMIT IMP OF RAW WOOL AND HAIR AND WOLLEN PAPER/SYNTHETIC PAPER/SHODDY WOOD. KINDLY SEND SAMPLES IMMPLY. BEE BUSINESS PROSPECT ...

PL READ BRIGHTNESS ... 6000 MINIMUM

(S)

+

51

45

SCALES NZ3351
EACAKL NZ21946

1435/JHT
98/94/82

TO SCANCARRIERS
FM EAC AUCKLAND

OA/JHT
AOTEAROA WASTE PAPER

PAUL CASH STATED AT NOON TODAY THAT HIS LAWYERS WERE HAVING
DIFFICULTY IN AGREEING WITH SOME REQUIREMENTS WANTED BY
CHAPMAN TRIPP. CASH STATED SOME OF THESE REQUIREMENTS WERE NEW
TO HIM AND NOT MENTIONED PREVIOUSLY. APPARENTLY AGREEMENT MUST
ALSO BE AUTHORIZED BY CBS BANK WHICH BACKING AOTEATOA. UNFORTUNATELY
HIS L/C EXPIRES TODAY. HE IS STILL HOPEFUL LAWYERS MAY SORT
MATTER OUT BEFORE BANKS CLOSE TODAY. ASSUME WE CAN RELEASE R/L
WHEN DOCUMENT SIGNED BY CHAPMAN TRIP IS PRESENTED. PLEASE CONFIRM.

+++

SCALES NZ3351
EACAKL NZ21946

≡



Auckland

SCHEDULE RETURNED CARGO - AOTEROA INT.

30/3/82	7 PALLETS WASTE (WHITE) - AOTEROA -	6.110
30/3/82	10 PALLETS LEDGER - AOTEROA -	3.380
	<u>17 PALLETS - HELD BY AOTEROA - NOT SHIPPED.</u>	<u>9.490</u>

1/4/82	26770	16 PLTS	TRAILWAYS	18.250
1/4/82	26763	16 PLTS	TRAILWAYS	18.240
1/4/82	27506	18 PLTS	TRAILWAYS	19.510
1/4/82	27509	16 PLTS	TRAILWAYS	19.730
1/4/82	26771	20 PLTS	TRAILWAYS	19.230
1/4/82	TBA	12 PLTS	J.S CALLAHAN	15.100
2/4/82	27499	21 PLTS	TRAILWAYS	21.750
2/4/82	27498	21 PLTS	TRAILWAYS	21.860
2/4/82	27497	21 PLTS	TRAILWAYS	22.060
2/4/82	33966	6 PLTS	TRAILWAYS	7.750
2/4/82	33967	6 PLTS	TRAILWAYS	5.610
2/4/82	27501	16 PLTS	TRAILWAYS	19.060
2/4/82	TBA	11 PLTS	TRAILWAYS	9.870
5/4/82	27496	16 PLTS	TRAILWAYS	18.900
5/4/82	27492	22 PLTS	TRAILWAYS	20.430
5/4/82	TBA	4 PLTS	TRAILWAYS	4.280

242
~~259~~ PLTS

261.63
~~274.72~~

THE EAST ASIATIC COMPANY
LIMITED
As Agents

Interview/Telephone 11.40 a.m. Burton Solicitor rang from 31666 re Co's liquidity. ~~They have been instructed to keep o/d within L/ 335000.~~ Problem caused by non shipment of a consignment of Waste paper to India. They have to meet a freight bill today for 345000 and ask us to give a waiver of our 2nd m/- and m/- over Herne Bay property for this amount. Failing this he says co. could go under, I examined S/Sc & cannot locate Sec 5 S/Sc 19/10/81 or S/U. ~~At 12 p.m. Solicitor rang back & I enquired re our S/U &/or 3rd m/-.~~ He said Cash had instructed him not to proceed and the bank had been

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone

advised. I asked Solicitor for up to date Book Debts and Stock & he is to ring back. I cannot locate any record of Advices from Cash in D/y re not giving sec. over Herne Bay house.

12.45. Solicitor left message creditors 97000 (includes Inland Rev.) Debtors 3120,000.

O/D 8/2/82 113017

Less cheques returned 84106

28911

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone

T/L 30,000.

I spoke to Mr Chaney S/L advised position and was instructed to keep O/D within L/. He will not grant waiver and want position re sec. clarified. I advised Mr Burton's office of this. He rang back and said we were now able to negotiate under an L/C and this would provide some funds to alleviate position but he would like the bank to grant a waiver over the paper held in store at Wiri. I asked for his

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone

proposals in letter form and when I had them would bring the matter up to S/L. He suggested that the Bank might be better disposed to this if we did have a m/- over the Herne Bay property. I said it probably would.

Name: AOTBARCA INTERNATIONAL LTD	Date: 8/2/82	Record No.	Initials:
----------------------------------	--------------	------------	-----------

Interview/Telephone 3.40 p.m. negotiation under L/C has not taken place. The Shipping Co. requires an acknowledgement from the Bank that we will agree to freight ~~to be paid by the Bank~~ the 1st charge over the goods in store awaiting shipment. 4.00 p.m. Mr Cash called with draft agreement for me to sign. I rang C/L. Mr Cash is to instruct Solicitor to prepare 3rd m/o. he instructed him by phone, in my presence to prepare the m/ for the Bank. Agreement is for Bank to pay the freight to the Shippers

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone
and acknowledge that they have a 1st charge over the paper. Mr Chany agreed to me signing this document.

Name: ROTBARCA INTERNATIONAL LTD	Date: 8 / 82	Record No.	Initials: <i>[Signature]</i>
----------------------------------	--------------	------------	------------------------------

~~PS In terms of further telephone conversation with you I signed agreement to protect B's cheque up to 345000 for freight from funds to be received on next negotiation in May and to agree to waive banks 1st charge over the paper in store at Wiri and other places. This paper missed shipment and is u/- at 77000 and from negotiation of B/D for these goods the freight is to be paid.~~

Name: ROTBARCA INTERNATIONAL LTD	Date: 8 / 82	Record No.	Initials:
----------------------------------	--------------	------------	-----------

Interview/Telephone
Bills, I want to note that from next negotiation proceeds we are to protect freight cheque up to 45000. See correspondence on file. Gary this m/o

Name:	Date: 12.4.82	Record No.	Initials: <i>[Signature]</i>
-------	---------------	------------	------------------------------

8 April 1982

The Directors,
Aotearoa International Ltd,
30 Franklin Road,
Pensonby,
AUCKLAND.

Dear Sir,

re: Overdraft Facilities.

I refer to Mr Burton's request for granting of a waiver for a fixed charge of \$42,000.

The matter was discussed with our lending Department in Wellington and outcome is that the Bank will not grant a waiver and I have been instructed to keep the overdraft within the arranged limit of \$35,000 and this will include wages cheques.

Amounts to the value of \$15,000 have been dishonoured within the last few days because of insufficient funds and we are most concerned at the way the account is being conducted.

I have to make a report on the reason why we are not holding the third mortgage over the Herne Bay property and your explanation of this is sought.

Mr Burton advised that he was instructed not to go ahead with preparation of the account on your instructions and that you had informed him of this. No record of your advising the Bank can be located.

We would now like to present our lending Department in Wellington with an up to date cash flow covering the next three to four months. Full details of stock held and its location, list of Debtors and Creditors, details of Taxes owing, etc.

On receipt of this information, the Bank will be in a position to examine the matter fully.

Yours faithfully,

T.P. Somerville,
MANAGER RELIEF.

115

Aotearoa International Ltd.

56

Specialist Exporters and Suppliers Secondary Fibre
Specialist Exporters Marine Products - General Exporters

Export Store: 1 Cowan St. Ponsonby, Auckland.

P.O. BOX 1615 - AUCKLAND, NEW ZEALAND

CABLES: "AOTEX"

Phone 762-307

TELEX: AOTEX 21931

08 April 1982

TO: Scandinavian Australia and New Zealand
Carriers Limited
The East Asiatic Company Limited

In consideration of the issue of a Bill of Lading relating to a shipment on Barranduna my Company acknowledges as follows :

- (a) That the remaining paper, i.e. paper now under your custody and control is now charged in your favour. as a first charge.
- (b) My Company will enter into an Agreement in the form attached subject to the security documents being in the form of the draft submitted to the Company's solicitors Messrs Wilson, Henry, Martin & Co by your solicitors Messrs Chapman Tripp provided that the final form is not inconsistent with the contract.

AOTEAROA INTERNATIONAL LIMITED

Per:



Aoteaora International Ltd.

57

Specialist Exporters and Suppliers Secondary Fibre
Specialist Exporters Marine Products - General Exporters

116

Export Store: 1 Cowan St. Ponsonby. Auckland.

P.O. BOX 1615 - AUCKLAND, NEW ZEALAND

CABLES: "AOTEX"

Phone 742-307

TELEX: AOTEX 21931

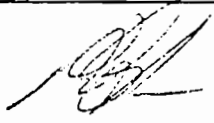
08 April 1982

TO: Scandinavian Australia and New Zealand)
Carriers Limited) Lenders
The East Asiatic Company Limited)
The Commercial Bank of Australia Limited
AUCKLAND.

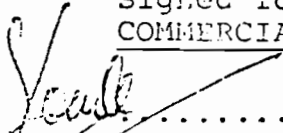
re: Used Paper Freight to India

We refer to Letters of Credit held by the Bank due to expire today and enclose a draft form of Agreement intended to be entered into between the Company and Scandinavian Australia and New Zealand Carriers Limited and The East Asiatic Company Limited ("the contract"). The Company irrevocably instructs the Bank to pay to the Lenders upon presentation by it of the Bills of Lading referred to in Clause 1.2 of the contract the amount of freight due to the Lenders not exceeding \$45,000.00 to secure release of a first charge over the said Bills of Lading and the remaining paper. Such payment shall be made notwithstanding any matter or thing arising out of the relationship of the Banker and Customer between the Bank and the Company including the state of any accounts held by the Company with the Bank.

Signed for and on behalf of
AOTEAORA INTERNATIONAL LIMITED

Per: 
P.A.D. Cash (Director)

The Bank hereby confirms its acceptance of the instructions contained in this letter and undertakes to comply with them and acknowledges that the Lenders have agreed to enter into the contract in reliance of this confirmation and acknowledgement.

Signed for and on behalf of
COMMERCIAL BANK OF AUSTRALIA NEW ZEALAND LIMITED


WHEREAS

A. THE Company owns the used paper described in the First Schedule hereto ("the Remaining Paper") held at the locations set out therein and the estate in the land described in the Second Schedule hereto ("the land") subject to such encumbrances as are therein described.

B. BY an agreement between the Lender and the Company the Lender undertook to arrange carriage of the Remaining Paper to a certain port in India. The Remaining Paper comprises a portion only of the paper which is the subject of the said agreement, the major part of such paper having already left New Zealand for India. Under the agreement it had been intended that all of the paper be carried to India in one lot at the same time as the lot of paper presently in course of passage to India.

C. IN consideration of the circumstances of the Company and the consequences to it of the delay in transport of the Remaining Paper the Lender has agreed with the Company to enter into this agreement upon the terms and conditions set out herein.

IT IS HEREBY AGREED AS FOLLOWS

1. THE Lender shall:

- 1.1 On behalf of the Company present to The Commercial Bank of Australia Limited ("the Bank")
~~XXXXXXXXXXXXXXXXXXXX~~ bills of lading in respect of the

paper in course of passage to India.

1.2 Procure that the Remaining Paper be loaded on to the next vessel in the lenders service suitable for the purpose and available to transport the same to India and the Lender shall use its best endeavours to ensure that the Remaining paper is loaded and transported in the vessel "Tarago" on or about 8 May 1982.

1.3 Within three business days after the departure of the vessel on which the Remaining Paper is so loaded present the bills of lading therefor to the Bank together with the cheque of the Company referred to in Clause 2.2 below dated as at the date of such presentation.

2. THE Company will

2.1 Pay to the Lender the amount of the being \$42,252.00 NZ freight ~~at the rate of \$1.00 per tonne per month~~ immediately upon compliance by the Company with Clause 1.3 hereof and in any event within three business days after departure from Auckland of the vessel carrying the Remaining Paper.

2.2 Give to the Lender on execution of this agreement a undated cheque of the Company drawn on the Bank for the amount calculated accordingly to Clause 2.1 above.

2.3 Procure and deliver to the Lender upon execution of this agreement an acknowledgement from the Bank in the form set out in the Third Schedule hereto.

2.4 Give security for the obligations of the Company hereunder as set out in the Deed of ~~give security for the obligations of the Company~~ Debenture, ~~hereunder by way of a first charge over the Bills of Lading and remaining paper and such other charge as may be required by the lender over the assets of the Company with the consent of the Bank.~~

2.5 Procure to the satisfaction of the Lender any consents, waivers or agreements necessary or desirable in order to provide and protect the security and priority thereof intended to be conferred on the Lender by ~~the Debenture~~ any security documents.

3. THE obligations of the Lender hereunder shall not become binding unless and until the Company has complied with its obligations under Clause 2.1 to 2.4 inclusive and 2.5 so far as compliance therewith may be necessary or desirable at the date on which any obligations of the Lender fall to be formed.

4. THE Company represents and warrants as follows:

4.1 Upon execution of the ~~Debenture~~ security documents herewith the assets of the Company thereby charged will be unencumbered or any encumbrancers will have signified their consent in writing to the priority over the Bills of Lading and remaining paper of the charges/under the ~~Debenture~~ as contemplated therein.

~~The proceeds of sale of the remaining paper which are to become available upon presentation of~~
~~the Debenture shall be applied in the following order:~~
~~firstly to the discharge of the obligations of the Company hereunder;~~
~~secondly to the discharge of the obligations of the Company under the Debenture;~~
~~and~~
~~thirdly to the discharge of the obligations of the Company under any other debentures or securities issued by the Company.~~

4.3 The proceeds of sale of the remaining paper which are to become available upon presentation of

the Bills of Lading by the Lender to the Bank in accordance with Clause 1.2 shall be sufficient to meet the amount which the Company is to pay to the Lender pursuant to Clause 2.1.

5. THE Company in consideration of the entry into this agreement by the Lender hereby waives any and all claims that it may now or hereafter have otherwise had against the Lender or any of the agents or shareholders or employees of the Lender whether for damages at law or otherwise howsoever in respect of arising out of or in connection with the agreement and undertaking by the Lender to procure the carriage of the paper to India but without prejudice to any rights of the Company arising under this agreement and the Lender likewise releases and discharges the Company from any and all claims that the Lender may now or hereafter have against the Company in respect of non-payment of the portion of the freight which but for this agreement might be due or payable to the Lender.

SIGNED for and on behalf of
SCANDINAVIAN AUSTRALIA AND NEW
ZEALAND CARRIERS LIMITED and
THE EAST ASIATIC COMPANY, LIMITED

by:

THE COMMON SEAL of AOTEAROA
INTERNATIONAL LIMITED was
hereunto affixed by and in
the presence of:-

75

SE462 OA 8/4/82
EAC.
FROM SCANCARRIERS.

ATTN J. TORGERSEN.

AOTEAROA WASTE PAPER:

WE CONFIRM WHEN DOCS SIGNED BY CHAPMAN + TRIPP BILL OF LADING
CAN BE RELEASED.

+++

54

46

117

55

14/4/82
SCANCARRIERS HOVIK,

55

~~48~~

7512 OA/7459 KF.

IN SHORT TERMS SHORTSHIPPED IN AKL 271 TONNES ON SAME B/L AS
SHIPPED 300 TONNES STOP OUR SOLICITOR CHAPMAN TRIPP HAVE RCVD
ALL NECESSARY GUARANTEES AND B/L HAS BEEN RELEASED BUT STAMPED
FREIGHT NOT PAID STOP BANK HOLDING LETTER OF CREDIT FOR SHORT-
SHIPPED QUANTITY HAS PROMISED TO SECURE OF FREIGHT.

+++

8

119

(119)

50

EACAKL NZ21046#
SCALES NZ3351

56

15/4/82
1502/

TO : SCANCARRIERS WTON
FROM : EAC AUCKLAND

YGUIDANCE CHEQUE DLRS 3495.05 FOR B/L NO TA6 BARRANDUNA FROM
AOTEAROA BOUNCED TODAY.
ENDEAVOURING CONTACT PAUL CASH.

EAC

+++

EACAKL NZ21046#
SCALES NZ3351

120

57

How to
57

SE504 DD 19/4/82
EAC.
FROM SCANCARRIERS.

.TTM JHT.

PLNG RCVD FROM HOVIK - QUOTE -
7527
JBA/75120A
KINDLY ELUCIDATE THE FOLLOWING:

1. IS A CLEAN B/L ISSUED FOR 571 TONS I.E. IS THERE ANY REMARK ON THE B/L THAT 271 TONS HAVE BEEN SHORTSHIPPED?
 2. DOES THERE EXIST ONE LETTER OF CREDIT FOR THE TOTAL 271 TONS OR TWO LETTERS OF CREDIT FOR 271 AND 300 TONS SEPARATELY? IF THE LATTER IS THE CASE IS THERE MADE ANY REMARKS/RESERVATIONS ON ANY OF THEM AS TO:
 - A) PAYMENT OF FREIGHT?
 - B) LINE OF THE SHIPPING COMPANY?
 - C) ANY OTHER CONTINGENCY?
 3. IF B/L COVERS ALL 571 TONS DO WE IN CHAPMANN TRIPPS OPINION ALSO HAVE LINE ON THE 300 TONS SHIPPED. AFFIRMATIVELY PLEASE ELABORATE ON RELATIONSHIP TO:
 - A) CONSIGNEES PART IN THIS
 - B) LETTER OF CREDIT(S)
- UNQUOTE -

CA WILL PHONE YOU THIS AFTERNOON RE ABOVE.

+++

121

ScanCarriers


Scandinavian Australia and
New Zealand Carriers Limited
Maries vei 20
1322 HØVIK NORWAY

General Agents • WILH. WILHELMSSEN AGENCY PTY. LTD.
Liner House 13-15 Bridge Street, Sydney 2000
Telephone: 2 0517 • Telex: AA20136 • Box 4097, G.P.O. 2001
Telegrams: "SCANZ"

Our ref. BHA:AI

Your ref.

Date 20th April, 1982

MEC	
Dear Sirs	
 <u>ANDL A</u>	

M/V "BARRANDUNA" VOY. 71-72

OPERATIONS REPORTPAE

"Barranduna" arrived 1600 the 7th of March and started to work 1700 with one team. Did a lot of discharge to 2145, and had the H/L ready to go for next morning. The people from Fleet Express arrived late the following morning and the tide was already falling, therefore had to wait until 1550 before we could take it ashore. Draft 9.65 and 2.m on the gauge. The rest of the cargo finished 1730 and the ship sailed 2000 for Melbourne.

Remarks: Paper on bolsters so badly strapped that they were unfit for direct delivery.

Discharged	747 TS
Shifted one trailer TIU	32 TS
Shifted 1 x car SYD	1 TS
Shifted 1 x tractor SYD	4 TS
<hr/>	
Total handled:	784 TS

MEB

The ship arrived 0030 the 11th of March and started 0115 with three teams. Next day had the floating crane ordered for two shifts that we could get started on weatherdeck. Discharged only seven containers in the whole dayshift and in the evening shift the labour refused to climb more than one container high. Had the floating crane back the next day for two shifts to clear out the containers that were impossible to discharge by forklifts. Had to use the floating crane two shifts on Sunday again. The Favco crane out of order as usual.

Everything finished 1830 the 14th and the ship sailed next morning for SYD with slow speed.

Discharge	7032 TS
Loaded lead	300 TS
Loaded 28 x H/H	560 TS
Loaded M/T 10 x RC	40 TS
for N.Z. 15 x 20 O/T	33 TS

...../2

12 x trailer yachts for N.Z.	12 TS
Shifted 1 x trailer TIU	32 TS
Shifted 7 x 40c SYD	125 TS
Shifted 3 cars SYD/NZ	3 TS
Shifted 1 x 20c TIU	8 TS
Shifted 1 x 20 bols SYD	16 TS
Shifted 1 x 20 bin NPE	10 TS
Loaded N.Z. cargo ex "Lalandia"	100 TS
Discharged (1 x 20 bin)	
WNY cargo (1 x 20 bols)	
(26 x pall)	
(1 x tractor)	
(1 x pall)	120 TS
<hr/>	
Total handled:	8391 TS

SYD

"Barranduna" couldn't berth until 0730 the 17th as "Allunga" was occupying the wharf. Started 0815 with three teams and only day labour. Next day she got four teams for day labour and one team for midnight. On Friday the 19th we got the crane + four teams and T/L crane + one team. Had to use the crane to lift off overweight containers in third height mostly from Rotterdam. (Nothing mentioned in Notes Regarding Cargo Plan). Tried to use the inverted forks but was told by the Union if we tried that again the ship will be stopped. After that the crane was used to discharge steel. Everything finished 1700 the 22nd and the ship sailed 1810 for AKL.

Discharged	6699 TS
Loaded	2359 TS
Discharged & Reloaded 12 trailers	3 TS
Discharged & Reloaded 28 H/H	1120 TS
Discharge & Reload	
Discharge 15 x M/T O/T	30 TS
Discharge 8 x M/T RC	24 TS
Discharge 2 x 20 bols WNY now SYD	15 TS
Shift 2 x 20 M/S RC	6 TS
Shift 9 x 20c AKL	98 TS
Shift 10 x 20 cont. NPE & TIU	175 TS
Shift 1 x 20 bols SYD now FAE	10 TS
Shift 4 c/s TIU	8 TS
Shift 4 cars NZ	6 TS
Shift 1 x 20 cont. NPE	18 TS
Loaded 15 x M/T RC	45 TS
26 x M/T O/T	52 TS
2 x 20 RC units FAE	16 TS
<hr/>	
Total handled:	10684 TS

AKL

The ship arrived 1300 the 25th and started work 1400 with four teams. Started work waste paper at 1900. Only a few were good packs and they were stowed three high in the ship. Tried with the rest but it kept falling down and as to avoid any accidents it was stowed two high. You will know when you discharge it in DXB. Shortshipped some. AKL had booked onions in two tonnes pallet for the 2nd ship in the row even though they had been told they were too high and couldn't be stowed two high in Deck 4. Lost space. Finished 1830 and sailed 2245 for TRG.

Discharged	2021 TS
Loaded	2081 TS
Loaded 7 cars for TRG	7 TS
Loaded 31 cars for NPE	31 TS
Loaded 20 cars for TIU	20 TS
Loaded 7 x 20 O/T for TIU	16 TS
Loaded 2 x trailer yachts for MEB	2 TS
Shifted 8 x M/T RC	40 TS
4 x trailers yacht	4 TS
1 x bin	20 TS
2 x pall	4 TS
1 x car	1 TS
1 x excavator	32 TS
4 x c/s	8 TS
1 x trailer	32 TS
1 x pall	3 TS
2 x 20c SYD	43 TS
<hr/>	
Total handled:	4365 TS

TRG

She arrived 0930 started 1015 with two teams. All cargo finished 1400 and she sailed for Napier 1500.

Discharged 7 cars	7 TS
Loaded	911 TS
Shifted 4 x 20 bols	36 TS
<hr/>	
Total handled:	954 TS

NPE

The ship arrived the 28th at 0730 and started 0800. Worked through the night and finished 1000 the next morning and sailed 1030 for TIU.

Discharged	809 TS
Loaded	1602 TS
Discharged ex AKL 31 cars	31 TS
Discharged ex AUS 6 trailers	3 TS
Shifted 8 pall	4 TS
Discharged 19 x M/T RC	68 TS
Loaded for LIS 1 x 20c + 3 pall	18 TS
Shifted 9 trailer yachts for AUS	3 TS
Loaded 4 x M/T O/T for TIU	9 TS
Shifted 38 x bols TRG-DXB	646 TS
Shifted 2 x bols AKL-DXB	40 TS
Shifted 1 x trailer TIU	32 TS
Shifted 1 x excavator TIU	32 TS
Shifted 4 c/s TIU	5 TS
<hr/>	
Total handled:	3302 TS

TIU

Started 1030 the 30th with three teams and did very well as usual. All cargo operations finished 1340 the 31st and she sailed 1500 for WNY and Australia.

Discharged	1138 TS
Loaded	1513 TS
Discharged 4 x M/T RC	15 TS
Discharged 37 x M/T O/T	81 TS
Discharged 20 cars ex AKL	20 TS
Shifted 2 cars WNY	2 TS
Shifted 2 x trailer yachts	2 TS
Shifted 9 x 20c + 9 x 20 bols	
NPE-LVR	242 TS
Shifted 15 pallets	10 TS
<hr/>	
Total handled:	3023 TS

WNY

"Barranduna" arrived 0700 the 4th of April and started 0830 with four teams. The container teams didn't do too well but the three onion teams did O.K. All cargo finished next evening at 1900 and the ship sailed 2000 for MEB.

Discharged	60 TS
Loaded	3080 TS
Shifted 7 yachts	3 TS
Shifted 1 x bols	15 TS
Shifted 4 pall	10 TS
<hr/>	
Total handled:	3168 TS

MEB

Started 1430 the 6th and everything went well. Finished 2130 the 7th and didn't sail until next morning as there was no hurry to reach PAE (Good Friday).

Loaded	3546 TS
Loaded for FAE	
20 x M/T RC	36 TS
400 M/T pall	54 TS
1 x crib Farrell	5 TS
Loaded for PAE	
1 x F/R	16 TS
17 cars ex Olive Ace	20 TS
Shifted 3 x 20c) 1 x RC) ^{DXB}	70 TS
<hr/>	
Total handled:	3747 TS

PAE

Started 2300 the 9th with one gang and finished everything 1340 the 10th and she sailed for FAE at 1420.

Loaded	1227 TS
Discharged	16 TS
1 x F/R	
17 cars ex MEB	20 TS
1 x RC for FLU (not) (going)	18 TS
Shifted 1 x RC FLU	18 TS
Shifted 1 x 20cLVR	15 TS
<hr/>	
Total handled:	1314 TS

FAE

"Barranduna" ran into bad weather and didn't arrive until 2010 the 13th. Divers started at once to plug a hole in the propeller and finished that about midnight. Started work next morning with two teams and everything finished 1130 and the ship sailed at 1400 for DXB.

Loaded	361 TS
Discharged	
20 x M/T RC	74 TS
3 x Farrell cribs	15 TS
400 x M/T pallets	54 TS
10 pallets cargo	15 TS
<hr/>	
Total handled:	519 TS

ScanCarriers, Oslo

Page 6

20th April, 1982

Yours faithfully

WILH WILHELMSSEN AGENCY PTY LTD

Per:



B. H. ANVIN

CARGO SUPERINTENDENT

cc. Mr. C. W. Harris
cc. Capt. P. Hopper
cc. Master "Barranduna"

File

122

ScanCarriers

MEMORANDUM TO: Capt. P. Hopper

FROM: B. H. Anvin

General Agents • WILH. WILHELMSSEN AGENCY PTY. LTD.
Liner House 13-15 Bridge Street, Sydney 2000
Telephone: 2 0517 • Telex: AA20136 • Box 4097, G.P.O. 2001
Telegrams: "SCANZ"

Our ref. BHA:AI

Your ref.

Date 20th April, 1982

WASTE PAPER FOR BOMBAY EX AKL ON

M/V "BARRANDUNA" VOY. 72

First noticed waste paper bookings on the unit telex 5/3-82 WSO47DB and tried to call Wellington to get a stowage factor. Got hold of J.R. and he couldn't give any factor. Called D.B. on the Sunday before I left for PAE to meet the ship but he couldn't produce any stowage factor. Before the ship left Sydney NZ was told over the phone that I planned the waste paper with a stowage factor 2.5 - 3 tonnes/m² and didn't hear any more comments about that. Arrived N.Z. AKL the 23rd evening and spent the next day with the stevedores. All the cargo was placed on cargo plan and sequence sheet which everybody studied. Next day the "Barranduna" arrived and the loading started. The magazine waste looked O.K. and was loaded 3 pallets high so was the computer print out waste. The rest nearly 600 ts waste was not very good and didn't even have pallets underneath but had paper cords from paper reels as skids banded together with the waste. Those skids started to get loose already at the loading. These units were approximately 6' x 2.5' x 6" and very unstable. Tried to put w/b between the tiers but they were too wide and didn't fit. Two units high was O.K. but when we tried the third height the whole lot came down. Decided then to stow two high for safety reasons and to get any production at all. Because we didn't get more than 2 after the good units were finished more space was allotted (90m²) and with 2 ts/m² there was enough space to load 760 ts with a factor of 2 ts/m². Actually it only stowed 1.26 ts/m² all over and had to cut the loading when half of pad 11 was full to have any chance to load the rest of the NZ-DXB cargo. On the same space that the AKL-DXB waste paper (481 ts) was loaded we could have loaded 46 x TUE's. Maybe bookings on this sort of cargo should go by measurement and not weight.

No other space was available in the ship as Deck 4 was fully booked with onions from Australia.

About 1700 on Friday the 26th Mr. Paul Cash the shipper arrived down on the wharf and in some sort of language made clear that his cargo should be loaded. Explained to him that as the units were not suited to be stowed more than two high we didn't have enough space for them. He said that ScanCarriers had told him that they (the units) were only going to be stowed two high in the vessel. Couldn't comment on that. He was also told that if all units had looked like the magazine print 5' x 5' x 5' and with proper pallets there wouldn't have been a problem to load his waste.

122

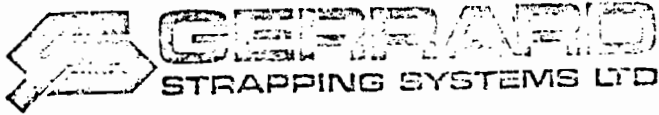
-2-

"Barranduna" sailed 2245 the 26th shortshipping about 230 ts waste paper.

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a series of horizontal, overlapping strokes that form the rest of the name.

123

58



PH. 594-089 TELEX N.Z. 2663
930 GREAT SOUTH RD, PENROSE
P.O. BOX 3818 AUCKLAND, N.Z.

21 April 1982

Aotearoa International Ltd,
P.O. Box 1615,
AUCKLAND.

Dear Sirs,

We enclose our statement for the month of March 1982 which shows an overdue balance of \$1,943.39.

Since numerous requests for payment have failed to bring this account to a current state we now insist that payment of the amount above be received by us no later than Friday 30th April 1982 failing which, legal action for full recovery of all monies due will be taken against you.

We regretfully advise that meanwhile, no further supplies will be made to you.

Yours faithfully,
GERRARD STRAPPING SYSTEMS LTD.

D. Graham

D. Graham,
CREDIT CONTROLLER.

DWG:dps.
Encl.

124

12.34 #
18788b sa n
78900W WW N
APRIL 22, 1982.

TO SCANCARRIERS OSLO
FM BARBER SHIP DUBAI

67434 22.4.82

FOLL RECD FROM MASTER BARRANDUNA

QUOTE

OUT OF THE 119 PALLETS OF PAPER FROM AUCKLAND FOR DUBAI/DISCHARGE
LOADED PAD 07 DECK 3, ABOUT HALF OF THE PALLETS ARE IN A VERY BAD
SHAPE. THE PAPER (WASTE PAPER) IS PARTLY IN BULK.
I THEREFORE RECOMMEND YOU TO HAVE BINS OR NETS READY AND SWEAPING
GANDG WITH SHOWELS.

ALL OTHER CARGO IN GOOD NRMAL CONDITION

UNWUQUOTE

END

18788b sa n
78900W WW N

125

~~58~~

~~58~~

~~59~~

~~58~~

24 OA 22/4/82

SCANCARRIERS.

JHT.

PLUNG TLM OVERNIGHT RE WASTE PAPER, APPRECIATE YOUR COMMENTS
QUOTE -
PAPER.

252 TONS SHIPPER PIP ERA V72

IS BILL OF LADING STILL A PREPAID BLADING STAMPED, 'FREIGHT
'PAID' AND DOES THIS MEAN WE SHALL COLLECT FREIGHT IN WLG?

IS BILL OF LADING NON COLLECT AND FREIGHT TO BE COLLECTED
US IN BOMDAY?

IF FREIGHT TO BE COLLECTED IN WELLINGTON MAY WE WITHHOLD
GO IN BOMDAY PENDING PAYMENT OF FREIGHT?

QUOTE -

SS

SS1

SQ

126

| 9

SCALES NZ3351
EACAKL N721046

22/4/82
1610/JHT

OA/JHT
RYTLX SE 534 - AOTEAROA PAPER

- AA) NO 'FRT PREPAID' STAMP IS ON 250 TON B/L AS THIS WAS NOT REQD BY L/C. FRT IS TO BE PAID IN AUCK/WELLINGTON. (WHEN BALANCE OF CARGO SHIPPED ON TARAGO)
- BB) FRT SHOULD NOT BE COLLECT IN BOMBAY TO BE PAID ONLY IN NZ.
- CC) RECOMEND WITHHOLD DELIVERY BOMBAY UNTIL PAYMENT MADE IN NZ.

+++

EACAKL N721046#
SCALES NZ3351

|

Wellington Newspapers Limited

127

ABCDE
FGHIJK
LMNOP
QRSTU
VWXYZ

(59)
The Dominion
The Evening Post
New Zealand Times
Truth

Telephone 729-009
PO Box 3740
Wellington, New Zealand
Cables: Dompost, Wellington

a division of Independent Newspapers Limited

Aotearoa International
P.O. Box 1615
AUCKLAND

22 APR 1982

Dear Sir,

RE: ACCOUNT 1047078

We advise that we have withdrawn your credit facility with this company and this will not be reinstated till such time that the above mentioned account is paid in full.

In absence of full settlement or alternatively no communication is received from you within 7 days, legal proceedings will be taken to recover the debt.

Yours faithfully
WELLINGTON NEWSPAPERS LTD

D. McGuinness PP.

D. McGuinness (Mrs)
ASST CREDIT CONTROLLER

60

VFF
SCALES NZ3351
EACAKL NZ21046

23/4/82
1631/JHT

TO SCANCARRIERS
JR-OA/JHT
TARAGO V 48
AOTEAROA INTERNATIONAL - PAPER TO ROMPAY

PAUL CASH DAILY REQUESTING CONFIRMATION OF BOOKINGS OF APPROX 1000 MT AKL/BOMBAY FOR TGO 48. HE STATES PACKING VERY MUCH IMPROVED TO THAT SHIPPED BRA 72 AND THAT L/C'S ARE BEING REQUENTLY RECVD FOR INCREASED SHIPMENTS TO CALCUTTA HE IS ALSO CONTINUING WITH INCREASED SHIPMENTS TO CALCUTTA WITH DALGETY (SHIPPING CORP OF INDIA) WHO HAVE CHECKED AND ACCEPTED HIS 'NEW' PACKAGING. UNDERSTAND PROBLEM IN OBTAINING SHIPMENT AUTHORITY FROM HOVIK BUT WE MUST ADV CASH SOON IF THERE IS ANY CHANCE TO LIFT ANY PAPER (ABOVE THAT SHIPPED BRA 72) ON TGO. PLSE ADV AS CASH FEELS THAT YOUR TLX OF 3/2/82 (COPIED TO US IN SF 108) SOME COMMITMENT HAS BEEN MADE TO OFFER SHIPMENTS THRU TO END JULY 82.

+++

EACAKL NZ21046#
SCALES NZ3351

128

60

ST555 JP 26/4/82
SAC.
FROM SCANCAIRBLS.

JHE/JF.

NOTE: ROA - FYT 1631 ON 22/4.
REGRET NO SPACE AVAILABLE FOR WASTE PAPER EXCEPT FOR THAT SUCCE-
SHIPPED ON DEB 72. CASH HAS BEEN IN CONTACT WITH US FREQUENTLY
AND WE HAVE INFORMED HIM THAT WE HAVE NO SPACE.
WITH REGARD TO OUR TLY OF 3/2/82 TO HIM AND COPIED YOU - HE HAS
USED THIS TACK WITH US TOO BUT TO NO AVAIL - RATE WAS GIVEN AS
PROMOTIONAL RATE THE SAME AS PROMOTIONAL RATES TO JEDDAH + GULF
AND WE ARE NOT REPEAT NOT COMMITTED TO CARRYING HIS CARGO ON
THE BASIS WE HAVE STRUCK A PROMOTIONAL TO TRY AND ASSIST HIM.

+++

CARGO SUPERINTENDENT'S OPERATION REPORT

NR

PORT: DUBAI

VESSEL: BARLANDUNA 72 SUPERINTENDENT: PER G. BREX

ARRIVED: 25/4 1445

SAILED: 26/4 1300

LABOUR ENGAGED FROM: 25/4 1515

LABOUR ENGAGED UNTIL: 26/4 1230

OPERATION STARTED: 25/4 1515

OPERATION COMPLETED: 26/4 1230

LOADED BULK LIQUID:

TANK CLEANING:

DISCH. BULK LIQUID:

SWEEPING GANG:

130

LOADED:

20' DC	20' RC	20' B	20' FR	40' DC	40' FR	CARS	RO/RO	TONS PALL & GEN.C.	RLS PAPER	REEFER CARGO	CLOSE WT.	TOTAL TONS

DISCHARGED:

20' DC	20' RC	20' B	20' FR	40' DC	40' FR	CARS	RO/RO	TONS PALL & GEN.C.	REEFER CARGO	CLOSE WT.	TOTAL TONS
37	26	74						777			3233

LOADED M/T:

20' DC	20' RC	20' B	20' FR	40' DC	40' FR	TRAILERS			PALL	
						20'	30'	40'		
										1 M/T TANK CONT

DISCHARGED M/T:

20' DC	20' RC	20' B	20' FR	40' DC	40' FR	TRAILERS			PALL	
						20'	30'	40'		

NO. OF CONTAINERS HANDLED BY CRANE: NIL

SHIFTING ON BOARD SAME DECK: _____

SHIFTING ON BOARD DIFF. DECK: _____

SHIFTING ASHORE: _____

LOADED WAY CARGO: 2 x 2' C 1 UNP CAR

DISCHARGED WAY CARGO: _____

RUCKSTOP STEVEDORE EQUIPMENT: _____

FLOATING CRANE TIME USED: _____

DISCH/RELOAD OF WINE/MIXED CARGO: _____

PILOT ORDERED FROM/TO OTHER PORTS: _____

WEATHER CONDITIONS DURING OPERATION: VERY GOOD

STEVEDORE WORK: Very Good Good Medium Poor

EQUIPMENT SUPPLY: Very Good Good Medium Poor

LABOUR SUPPLY: Very Good Good Medium Poor

SPECIAL REMARKS: (Use reverse side if necessary)

7 PLS WASTE PAPER FOR KARACHI SHORT SHIPPED
 46 PLS WASTE PAPER FOR BOMBAY SHORT SHIPPED
 MOST OF THE PALLETS OF WASTE PAPER WAS OF POOR QUALITY AND DIFFICULT TO HANDLE WHICH CAUSED A SLOW DISCHARGE OPERATION BECAUSE OF THE POOR QUALITY OF THE UNITS IT IS EXPECTED THAT ALSO A LOT OF UNITS WILL BE DAMAGED DURING TRANSHIPMENT TO KARACHI AND BOMBAY

59
Wilson, Henry, Martin & Co.

Barristers and Solicitors

PARTNERS:
LLOYD MARTIN, LL.B.
HUGH FULTON, LL.B.
MARTIN JOHN BEATTIE, LL.B.
ANTHONY CLIVE SANDLANT, LL.B.
NIGEL GEOFFREY LEDGARD BURTON, LL.B.
IAN HENDRIK BODE, LL.B.
BRIAN PHILLIP HENRY, LL.B.
WILLIAM KEITH WILLOUGHBY, LL.B.
SIMON MIDDLETON PALMER, LL.B.

131

62

OUR REF. Mr. Beattie

YOUR REF. _____

12th FLOOR
SOUTHERN CROSS BUILDING,
CNR. VICTORIA & HIGH STREET

P.O. BOX 130
AUCKLAND 1, N.Z.

TELEPHONE 31-666
DX 110

26th April 1982

The Manager
Scan Carriers Limited
38-42 Waring Taylor Street
WELLINGTON

Dear Sir,

RE: AOTEAROA INTERNATIONAL LIMITED

Our above client has consulted us regarding the situation it finds itself in following your apparent cancellation of the space which our client had reserved on the Tarago. You are no doubt aware that on the 3rd February last, the parties came to a binding agreement whereby our client was given a promotional rate of \$120 per tonne until the 29th July and on that basis our client booked between 800 and 1000 tonnes per month to the end of that period, and has made contracts and commitments on the basis of its contract with you.

Should our client not be able to have space on that vessel or indeed on other which are following, and in particular the Barranduna on or about the 26th June, it will suffer considerable financial loss and these losses will be directly attributable to the breaking of the agreement which exists between yourself and our client.

We therefore ask that you reassess your position and make the necessary space available. Our client reserved the space at the time when it was first offered and we cannot accept that there was no space available at that time. We do appreciate that you may well have found cargo prepared to pay a higher rate for that space, but that is not the point. Our client was offered a promotional rate and this is what it is entitled to expect. Accordingly, we look forward to your advice by return mail that our client has sufficient space for its cargo on the Tarago and that its space for the Barranduna is likewise available. We can mention that our client has a much improved pallet pack which will give no cause for concern at all.

..2/

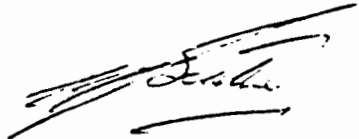
131² -

Scan Carriers Limited
26th April 1982

Your prompt reply is appreciated.

Yours faithfully,
WILSON, HENRY, MARTIN & CO.,

Per:

A handwritten signature in dark ink, appearing to be 'J. H. Wilson', written over a horizontal line.

Interview/Telephone with Director Cash. Advised him I was not at all pleased in the knowledge that R/M 3rd over Co's P/y at Herne Bay had not been executed. Spoke to Solicitor Nigel Burton who advised M/- has now been executed and this is being stamped. He is to immediately effect registration but this may be delayed for 1 mth as Caveat was recently lodged by Diners Club to secure Co Debt, which Diners now admit has been paid. Mr Burton stated that Solicitor Tony Grove who is acting for Broadland is being most difficult and is delaying uplifiting of Caveat in an endeavour to obtain payment of personal debt of Cash to Diners Club whi

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone amount is in question. He is to lodge Bank's M/- for registration and have ^{Director} Land Registrar formally advise Solicitor Grove that Caveat will have to be removed. In the meantime, he is to write setting out details and forward S/U duly amended. Advised Mr Cash that until such time as Bank's sec is in order, excess O/d up to \$45,000 cannot be permitted. He stated B/St and A/cs to 31/3/82 should be finalised this week. Is to immediately approach tax dept for letter seeking amount of export tax rebate due. Next shipment to take place mid May to incorpor

Name.	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone ate three different amounts of which proceeds for 1st tonnage of 271 to go to shipping Co in payment of freight. Further 2 amounts of approx. NZ\$25,000 to be utilised within Co's normal operation.

Name: AOTEAROA INTERNATIONAL LTD	Date: 11/1/82	Record No. S/L/A	Initials:
----------------------------------	---------------	------------------	-----------

133

NNNNNTO SCANCARRIERS OSL/TEC
FM BARBERSHI. DUBAI

47636 27.4.82

MF

BARRANDUNA

PALLETS OF WASTE PAPER DAMAGED AND BROKEN
ESTIMATE APPROX 45 PALLETS. FINAL FIGURE NOT YET KNOWN AS
SORTING AND STACKING IN PROGRESS WILL REVERT ACTUAL SHORTAGE/
DAMAGES AM 28/7 AND ESTIMATE COMMENCE FEEDING PM 28/7. ALSO
REQUEST YR DECISION RE DAMAGED WASTE PAPER.

+++
RGDS
END
=04270732

NNNNR

134

62

63

sub m 12

SE593 OA 29/4/82
EAC.
FROM SCANCARRIERS.
JHT/OA.
AOTEAROA INTERNATIONAL LTD:

REF TODAY'S TELECON RE WASTE PAPER FOR INDIA STOP WE STRESS AGAIN THAT WE WILL NOT BE IN A POSITION TO UPLIFT ANY WASTE PAPER FOR INDIA THE ONLY EXEMPTION WILL BE BRA 72 SHORTSHIPMENT WHICH WILL BE SHIPPED ON TARAGO V48. AS YOU KNOW A PROMOTIONAL FREIGHT RATE OF US\$120 WAS GIVEN TO MR CASH BUT AT NO STAGE HAS SPACE BEEN OFFERED TO HIM FURTHERMORE SCANCARRIERS HAS NOT YET BEEN ABLE TO DECIDE WHAT TRANSHIPMENT VESSEL TO USE FROM DUBAI TO INDIA.
FYI MR CASH HAS NOW MADE AN APPROACH TO US THROUGH HIS SOLICITOR BUT THIS APPROACH HAS BEEN HANDED OVER TO OUR SOLICITOR, CHAPMAN TRIPP.

REGARDS

+++

63

M
SCALES NZ3351
EACAKL NZ21046

30/4/82
1776/HMH

AOTEAROA INT BOUNCED CHEQUE NOT YET COVERED PAUL CASH ADVISES ARRANGMENTS BEING MADE WITH HIS BANK MANAGER EARLY NEXT WEEK.
EAC ACCOUNTS.

+++

EACAKL NZ21046
SCALES NZ3351

"A"

~~134~~
135

64

Chapman Tripp
Solicitors

Telephone (04) 739-109.

Cables and Telegrams 'Chapco' Telex NZ31177
Fax: Tel. 727-111 Gp 1/2 (Dex. 4200)
1 Grey Street
Wellington 1 New Zealand

If writing please quote our reference SLF:CPB
If calling please ask for

N. E. Gray LLB
B. R. Boon LLB
P. Stone LLB
D. N. Drower LLB
C. R. Carruthers LLB (Hons)
M. C. Walls BA LLB LL.M (Lond)
J. P. Gately LLB
R. A. Armstrong LLB BCA
W. A. Reace LLB Notary Public
R. M. Crotty LL.M LL.M (Virginia)

B. H. W. Hutchinson LLB (Hons) B Com
P. W. Benne LLB (Hons)
R. J. Wilson LLB (Hons)
S. L. Franks BA LLB (Hons)
J. P. Greenwood LLB

ASSOCIATES

N. W. Ingram LLB (Hons) PhD (Cantab) J. M. Wilson LLB
G. J. Thwaite BA LLB (Hons)

Mr Walls/Mr Franks

THIS is the copy letter marked "A" and referred to in the annexed affidavit of Stephen Leslie Franks sworn at Wellington this 23rd day of November 1982 before me:-

29 April 1982



A Solicitor of the High Court of New Zealand

Messrs Wilson Henry
Martin & Co.,
Solicitors,
P C Box 130,
AUCKLAND.

ATTENTION: Mr N.G.L. Burton

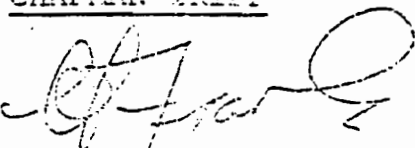
Dear Sirs,

Aotearoa International Limited: Scancarriers

We refer to our telephone discussions of 6 and 7 April 1982 and enclose the revised engrossed forms of document for execution by your clients. In view of the belated discovery that the Bills of Lading to be issued by our client were not required to be "freight prepaid" and the fact that accordingly our client retains its lien over the goods in transit we would propose not to register the Debenture after execution unless our client has not been paid and the matter settled when the registration period threatens to expire. We trust that in view of the arrangement agreed and the Bank's acknowledgement, our client will have been paid shortly after 8 May 1982.

2. For your convenience we have enclosed a copy of the Debenture showing marginal notes where changes have been made from the first draft sent to you. In the form of Contract enclosed you will notice that Clause 2.3 has been deleted to reflect the Bank's acceptance of the terms of the letter.

Yours faithfully,
CHAPMAN TRIPP



Encl.

THIS DEED is made on the _____ day of _____ 1982

BETWEEN AOTEAROA INTERNATIONAL LIMITED having its registered office at Auckland ("the Company") of the one part

AND SCANDINAVIAN AUSTRALIA AND NEW ZEALAND CARRIERS LIMITED otherwise named as SCANCARRIERS A/S a body corporate formed under the laws of the Kingdom of Norway and carrying on business at Oslo, Norway and elsewhere (hereinafter together with their respective successors and assigns called "the Lender") AND THE EAST ASIATIC COMPANY, LIMITED a company duly incorporated under the laws of Denmark having its head office at Holbergs G, Copenhagen, Denmark (together called "the Lender") of the other part

WHEREAS

A. THE Company owns the used paper described in the First Schedule hereto ("the Remaining Paper") held at the locations set out therein and the estate in the land described in the Second Schedule hereto ("the Land") subject to such encumbrances as are therein described.

B. BY an agreement between the Lender and the Company the Lender has undertaken to arrange carriage of the Remaining Paper to India. The Remaining Paper comprises a portion only of the paper which is the subject of the said agreement, the major part of such paper having already left New Zealand for India. Under the agreement it had been intended that all of the paper be carried to India in one lot at the same time as the lot of paper presently in course of passage to India.

C. IN consideration of the circumstances of the Company and the consequences to it of the delay in transport of the Remaining Paper the Lender has agreed with the Company to enter into a contract of even date herewith recording the terms of an arrangement ("the Contract") whereby payment of the freight in respect of transport of the paper to India is deferred until the Remaining Paper has been loaded for passage and providing for documentation of the arrangement designed to procure the prompt release to the Company of certain of the proceeds of sale of the paper in India.

D. THE Contract provides (inter alia) for delivery by the Lender to The Commercial Bank of Australia Limited at Auckland ("the Bank") of bills of lading in respect of the paper presently in course of passage (notwithstanding the absence of payment by the Company) and further bills of lading in respect of the Remaining Paper upon loading of the Remaining Paper (such latter mentioned bills of lading being referred to herein as "the Bills of Lading").

A Solicitor of the High Court of New Zealand

THIS is the copy debenture marked "B" and referred to in the annexed affidavit of Stephen Leslie Franks sworn at Wellington this 23rd day of November 1982 before me:



E. THE Contract provides also for the giving of this security for the amounts which have been and will be deemed to be advanced by the Lender to the Company in respect of freight and other money which but for the provisions of the Contract would be or have been payable upon release to or at the direction of the Company of all the bills of lading referred to in the preceding Recital D and otherwise as may become payable by the Company to the Lender pursuant to the Contract.

NOW THEREFORE THIS DEBENTURE WITNESSES AND IT IS HEREBY COVENANTED AGREED AND DECLARED by the Company as follows:-

1. THAT IN CONSIDERATION of all sums at any time and from time to time lent advanced readvanced or otherwise paid or made available by the Lender to or for the benefit of the Company in connection with the Contract and in consideration of all loans advances discounts or other accommodation now or heretofore or hereafter made available by the Lender to or for the benefit of the Company and of all other liabilities of whatsoever nature and whenever incurred or to be incurred on any account whatsoever and whether under or in connection with the Contract or otherwise by the Company to the Lender and whether principally or contingently and whether arrived at maturity or not and whether alone or jointly with any other person or persons (all of which sums loans advances discounts accommodation and liabilities and any interest payable thereon are hereinafter together referred to as "the money hereby secured") the Company HEREBY COVENANTS with the Lender that the Company will pay the money hereby secured at the times and to the Lender in the manner required by the Contract or in the agreements arrangements deeds or understandings relating thereto, and will comply with the Contract and with all such agreements arrangements deeds or understandings in all respects.

2. THAT subject to the provisions of the Contract and of all relevant agreements arrangements deeds or understandings relating thereto the Company will pay to the Lender on demand being made by notice in writing signed by the Lender or any Director Secretary Solicitor or agent of the Lender served upon the Company by leaving the same at the registered office of the Company or at any place where the Company carries on business or posting the same in a duly registered letter addressed to the Company at such registered office or place of business, the money hereby secured and all commissions, charges, legal and other costs, and expenses relating to the money hereby secured and the collection thereof and the enforcement of this Debenture and of all other securities intended or expressed to be collateral hereto, Provided Always that no such demand for

5. THAT the charges created by this Debenture are fixed charges.

6. THAT this Debenture and the charges hereby created over the Charged Assets shall rank as first charges in respect of the Charged Assets referred to in Clauses 4.1 and 4.3 and as a fourth charge by way of mortgage and fifth charge in respect of the Land AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the parties hereto that this Debenture and the charges hereby created shall have and take such priority in relation to all securities given at any time and from time to time by the Company and over all other liabilities of the Company to any person or persons whatsoever whether incurred by the Company alone or jointly with others and whether as principal or surety and whether absolute or contingent including liabilities in respect of advances and in respect of cheques bills notes and other negotiable or non-negotiable instruments drawn accepted endorsed or guaranteed by any person or persons whatsoever and in respect of Letters of Credit established and in respect of guarantees or indemnities expressed or implied to or by any person or persons whatsoever and in respect of interest commissions and other usual banking or other charges and such priority shall apply notwithstanding any sums which may from time to time be paid to the credit of any account or accounts of the Company with any person or persons whatsoever and notwithstanding that any such account or accounts may at any time appear to be in credit and notwithstanding any such settlement of account or any other matter or thing whatsoever this Debenture shall be a running and continuing security and shall rank in point of charge in priority to all such other securities and liabilities for all liabilities of the Company to the Lender and notwithstanding that any such liabilities have been incurred by the Company prior to any other person or persons whatsoever's receiving notice of this Debenture and of any securities collateral herewith and shall not be deemed to have been discharged postponed vacated affected or in any way prejudiced by the operation of the Rule of Law known as the Rule in Hopkinson v. Roit 1961 E.L. Cas. 514 or the Rule of Law known as the Rule in Clayton's Case 1 Mer. 572 or otherwise until a release hereof shall have been executed by the Lender.

7. THAT (subject always to the provisions of the Contract) if this security shall have become enforceable as hereinafter provided the Lender may give notice and/or require payment to the Lender of any amounts payable in connection with the Bills of Lading and/or other moneys due or which may become due in respect of the Remaining Paper and may exercise the Company's rights and powers under the Bills

of Lading and for that purpose the Company irrevocably appoints the Lender (with power to appoint a substitute or substitutes) and every person from time to time in the employ of the Lender to be the several attorneys of the Company to exercise all the Company's rights and powers in respect of such Bills of Lading and in the name and/or on the behalf of the Company to execute and do all writings and things which the Company might lawfully do in or about the exercise of its rights and powers in relation to the Charged Assets (including the institution and carrying on of legal proceedings and the enforcement of any judgment or order).

8. THAT the mortgage of any Charged Assets pursuant to this Debenture in no way releases the Company from any of the obligations assumed by the Company in connection with the Charged Assets and the Lender shall not be deemed by virtue only of this Debenture to have assumed any obligations thereunder. The Company shall keep the Lender fully and effectually indemnified from and against all actions, losses, claims, proceedings, costs, damages and liabilities which may be suffered or incurred by the Lender (other than as a result of the Lender's fraud or wilful misconduct) under or by virtue of the assignment to the Lender of the Bills of Lading and the Insurances.

9. THE Company shall not without the prior written consent of the Lender exercise any right of whatsoever nature whether upon default or otherwise by the purchaser of the Remaining Paper or accept the repudiation of any contract for sale of it or waive or grant any time for the performance by the purchaser of any obligations under any such contract for sale or agree to any amendment or variation of the terms of any such contract or otherwise exercise any right or give any consent or other document of whatsoever nature which might adversely affect the security interests of the Lender in the Charged Assets or performance of the obligations of the Company under the Contract or the obligation of the Bank contained in a certain letter from the Company dated 8 April 1982 endorsed by the Bank and delivered to the Lender provided always that the Company shall be entitled to give notice to the said purchaser requiring payment of and may take proceedings against such purchaser to enforce compliance with the purchase contract(s) as are in excess of the amount necessary from time to time to discharge all the money hereby secured under the Contract. The Company shall not do or cause to be done or permit any act or omission whereby any right to receive payment of any debt or any moneys payable under or pursuant to or in connection with any Charged Asset may be prejudiced or affected.

10. THAT the Company will duly and punctually pay all moneys payable under all other securities and obligations given or entered into by it and will perform observe and keep all and singular the covenants conditions and agreements contained or implied in such other securities and obligations PROVIDED ALWAYS THAT in the event of the Company's neglecting or failing to pay perform observe and keep all moneys covenants conditions and agreements as aforesaid or any of them it shall be lawful for but not obligatory upon the Lender to pay perform observe and keep the same as the case may be and all moneys so paid by the Lender and all costs charges and expenses incurred by the Lender in the performing observing and keeping of such covenants conditions and agreements as aforesaid shall from the time of payment of the same respectively be treated as principal moneys secured hereby and bear interest accordingly at the rate of twenty (20) per centum per annum and any moneys so expended by the Lender and interest thereon shall be repayable by the Company to the Lender on demand.

AND THAT in addition to all obligations conditions terms and provisions set out in the Contract:-

11. THAT the Company shall while this Debenture is outstanding insure and keep insured such portion or portions of the Charged Assets as shall for the time being be of an insurable nature and the Lender may specify in writing against loss or damage by accident theft malicious damage fire war earthquake and fire resulting from earthquake and also against such other risks as the Lender shall from time to time nominate in such insurance office or offices for such an amount or amounts and in such name or names and the Lender may reasonably require AND the Company shall also duly pay the premiums and other sums of money payable for that purpose AND will on demand produce all such insurance policies and the renewal receipts therefor to the Lender and permit the Lender to hold the same AND all moneys recoverable by virtue of any such policy shall be applied at the option of the Lender either in or towards payment of the moneys intended to be hereby secured notwithstanding that the time appointed for payment thereof may not then have arrived or in making good any loss or damage which may arise in respect of any Charged Assets covered thereby.

12. THAT so long as any money shall remain owing hereunder the Company will from time to time well and substantially maintain repair and where appropriate, paint, and keep in good and substantial repair order and condition the Land.

13. IF the Company fails to insure or keep insured as required aforesaid any portion or portions of the Charged

Assets as shall for the time being be of an insurable nature or to deliver or cause to be delivered any premium receipt as aforesaid then and in any such case and as often as the same shall happen it shall be lawful for but not obligatory upon the Lender at the cost in all things of the Company to insure such Charged Assets or any of them for the full insurable value thereof or any lesser value or to pay any premium aforesaid and if the Company fails to repair paint or keep in good and substantial repair order and condition as aforesaid any of the Charged Assets charged then and in any such case and as often as the same shall happen it shall be lawful for but not obligatory upon the Lender so to do at the cost and expense in all things of the Company AND THAT all moneys expended by the Lender in and about effecting or keeping on foot any insurance as aforesaid or in repairing painting or keeping in good substantial repair order and condition as aforesaid any of the Charged Assets or in lawfully exercising or enforcing any power right or remedy in these presents contained or implied in favour of the Lender shall from the time of payment of the same respectively be treated as principal moneys secured hereby and bear interest at the rate of twenty (20) per centum per annum and shall be repayable by the Company to the Lender on demand.

14. THAT the Company shall at all times keep proper books of account and shall upon the request of the Lender provide to the Lender all such information concerning the Company and the Charged Assets and the purchase contract(s) for the Remaining Paper as the Lender may reasonably require in order to be informed as to the status, disposition and security value of the Charged Assets.

15. THAT the Company will upon request by the Lender do execute and perform all such acts deeds matters and things as may at any time be necessary for securing the full benefit of these presents and will give make and execute in favour of the Lender or as the Lender may direct any registrable mortgage charge or other security whatsoever affecting any of the Charged Assets to secure collaterally herewith the moneys hereby secured and the same shall contain all such covenants powers and conditions as may be required by the Lender.

16. THAT the Company will from time to time duly and punctually pay and discharge all rates taxes assessments insurance premiums rent and all other outgoings of whatsoever nature or description at any time during the subsistence of these presents rated charged assessed upon and payable in respect of the property of the Company pay any costs charges and expenses incurred in the enforcement of

this Debenture and of any securities collateral herewith and will pay all other debts and liabilities of the Company upon the date when the same respectively become payable.

17. THAT the Lender shall be at liberty (but without any obligation so to do) from time to time to pay and expend any moneys which the Lender thinks necessary for discharging any claims for rent mortgagee's interest rates taxes assessments or insurance premiums unpaid by the Company or any moneys secured by or payable under any prior mortgage, debenture, chattel security or any other security given by the Company to any person, firm, company or corporation over all or any of the Charged Assets or any other claims necessary or desirable to be paid for the purpose of obtaining the full benefit of this security and all moneys and expenses which the Lender/s may so incur or expend shall from the time of payment of the same respectively be treated as principal moneys secured hereby and be a charge upon the Charged Assets accordingly and shall bear interest accordingly at the rate of twenty (20) per centum per annum and any moneys so expended by the Lender and interest thereon shall be repayable by the Company to the Lender on demand.

18. THAT the Lender may at all reasonable times by the agents or servants of the Lender enter upon any land or premises owned or occupied by the Company to view and inspect the Charged Assets.

19. THAT the right of the Lender to sue and recover on any bill of exchange promissory note or other negotiable instrument representing the moneys hereby secured or any part thereof shall not be deemed to have merged in this security.

20. THAT notwithstanding the provisions of the foregoing paragraph in making any demand hereunder it shall be lawful for the Lender to include in such demand all bills of exchange promissory notes or other negotiable instruments in respect of which the Company is then liable to the Lender although the same or any of them may not then have arrived at maturity.

21. THAT nothing herein contained shall be held to discharge abate or prejudice any other security or securities now held or which may hereafter be held or taken by the Lender for payment of any of the moneys intended to be hereby secured to the Lender nor shall these presents or any such other security affect any claim or demand which the Lender has now or hereafter may have or be entitled to make against any other person or persons whomsoever as surety or on any bill or bills of exchange or promissory note or notes or negotiable instrument to the Lender for the moneys hereby

secured or any part thereof or operate as a payment of such moneys until the same shall have been actually paid in cash.

22. THAT the Company will duly and punctually perform observe fulfil and keep all and singular the covenants conditions and agreements on the part of the Company contained or implied in every mortgage instrument or security which for the time being is thereby or by these presents or by any modification thereof or hereof respectively expressed to be collateral herewith and all securities held by the Lender shall be read and construed together so that a default under any one thereof shall be deemed to be also a default under the other or others thereof but so nevertheless that the Lender may pursue the remedies and exercise the powers under any of the said securities separately or under any one or more of them concurrently.

23. THAT the money hereby secured shall immediately become payable in each and every of the events following:-

- (a) If the Company makes default for seven (7) days in the payment of the money hereby secured or any part thereof or if the Company fails to pay on demand any moneys which are payable on demand.
- (b) If the Company makes default in the performance or observance of any of the provisions of this Debenture or of the Contract or of any other agreement between the Company and the Lender or of any security collateral hereto or thereto and that whether the Lender shall have or shall not have waived any prior default.
- (c) If a distress or execution be levied or issued against any part of the Charged Assets.
- (d) If a receiver shall be appointed of the Company's assets or any part thereof.
- (e) If an order be made or a special or extraordinary resolution in any manner authorised by the Companies Act 1955 is passed for winding up the Company.
- (f) If any of the conditions necessary to render the Company liable to be wound up shall exist and continue for the space of fourteen (14) days.
- (g) If a petition to the High Court by any creditor or contributory of the Company praying for an order for the winding up of the Company be presented or advertised in the daily press and shall not be withdrawn or ordered to be withdrawn within ten (10) days after presentation.

- (h) If the Company becomes insolvent.
- (i) If there shall be at any time any judgment of any Court of law or equity against the Company which shall remain unsatisfied for more than fourteen (14) days.
- (j) If the Company shall stop payment, or in the opinion of the Lender cease to carry on its business or any substantial part thereof or threaten to cease the same.
- (k) If the Company calls a meeting of its creditors.
- (l) If any rent payable in respect of premises occupied by the Company remains unpaid for a period of fourteen (14) days after the due date for payment.
- (m) If the Company shall sell transfer dispose of mortgage charge or encumber or attempt to sell transfer dispose of mortgage charge or encumber any of the Charged Assets contrary to the provisions hereof without the consent in writing of the Lender first had and obtained.
- (n) If it shall appear from any balance sheet of the Company or by a certificate of the auditors of the Company that the liabilities of the Company (secured or unsecured) to its creditors exceed its assets.
- (o) If any other security given by the Company becomes enforceable and the holder thereof determines to enforce.

24. THAT at any time after the money hereby secured or any part thereof shall become payable by virtue of any provision of this Debenture the Lender may appoint by writing any person or persons (whether an officer of the Company or of the Lender or not) to be a Receiver or Receiver and Manager, Receivers or Receivers and Managers of all or any of the Charged Assets and may in like manner remove any Receiver or Receiver and Manager so appointed and appoint another in his place PROVIDED ALWAYS that any such Receiver or Receiver and Manager shall be the agent of the Company and the Company alone shall be responsible for his acts or defaults and for his remuneration. Every Receiver or Receiver and Manager so appointed shall have power to do the following things that is to say:-

- (a) To take immediate possession of the Charged Assets or any part thereof.
- (b) To exercise all or any of the rights, powers, authorities and remedies conferred on the Company in relation to any Charged Asset.

- (c) To make and effect all repairs and insurances and to do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Assets.
- (d) To appoint discharge and if thought fit reappoint managers officers and agents for the aforesaid purposes at such salary and on such conditions as he or they (with the consent of the Lender) may determine.
- (e) To let or bail all or any part of the Charged Assets for such term at such rent and generally upon and subject to such terms and conditions as he or they may think fit.
- (f) To compromise, settle or submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with the business of the Company and the Charged Assets.
- (g) To bring, take, prosecute, defend or compromise such proceedings as he or they shall think necessary or expedient in relation to the business of the Company and the Charged Assets and to use the name of the Company in any such proceedings.
- (h) To give valid receipts for all moneys and execute and do all assurances instruments acts deeds matters and things which he or they may think proper for realising the Charged Assets.
- (i) To sell, lease, bail or otherwise dispose of, and to mortgage or otherwise charge or encumber, the Charged Assets or any part thereof to any person or persons whomsoever on such terms and conditions as he or they may think fit and to execute in the name and on behalf of the Company all mortgages transfers assignments leases bailments deeds and assurances necessary to vest in any mortgagee purchaser lessee or bailee any part of the property mortgaged sold let or bailed and to execute all such other deeds instruments and writings in relation to any of the powers hereby given as may in his or their opinion be necessary or expedient.
- (j) To assent to any modification of any contract or arrangement which may then be subsisting in respect of the Company's business or any part of the Charged Assets.
- (k) To make calls upon the shareholders and contributories of the Company.

- (l) To exercise and enforce all such powers rights remedies and authorities as the Company itself might exercise over or in relation to its property and assets whilst a going concern and notwithstanding that the Company may be in process of liquidation.
 - (m) Generally to do and cause to be done such acts and things respecting the business and the Charged Assets as he or they might do or cause to be done if he or they had absolute ownership of the Charged Assets and carried on the business of the Company for his or their own benefit without being answerable for any loss or damage which may happen thereby.
 - (n) To delegate to any person or persons by Power of Attorney or other instrument all or any of the powers and discretions vested in him or them by virtue of these presents or by law and such delegate or delegates at pleasure to remove discharge and another or others to appoint.
 - (o) To execute all such instruments and documents on behalf of the Company as he shall think fit for any of the aforesaid purposes and for such purposes to use the common seal of the Company in accordance with Section 345D of the Companies Act 1955.
- 25.1 In consideration of the Lender agreeing to enter into the Contract, the Company by way of security irrevocably appoints the Lender and every Manager and Receiver of the Secured Property, each with full power of substitution and each will full power to act alone, to be its attorney and in its name and on its behalf to execute and as its act and deed or otherwise to do all such assurances, acts or things which the Company ought to do under the covenants and provisions contained in this Debenture and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to the Debenture on the Lender or any such Manager Receiver and (without prejudice to the generality of the foregoing):-
- 25.1.1 to execute, seal and deliver and otherwise perfect any registrable Mortgage, deed, assignment, transfer, assurance, agreement, instrument or act which may in the opinion of such attorney be required or deemed proper, necessary or desirable in or for any of the purposes of this Debenture; and

25.1.2 on and after due demand for payment to ask, require, demand, receive, compound, give acquittance for, settle and compromise any and all moneys and claims for moneys due and to become due out of the Contract and/or the Insurances or under or arising out of this Debenture and all other rights and obligations arising under the Contract and/or Insurances, to endorse any cheques or other instruments or orders in connection therewith, to file any claim, to take any action or institute any proceedings which the Lender may deem to be necessary or advisable in respect of the Contract and/or the Insurances and to execute any documents and do anything necessary or desirable hereunder or thereunder and with full power to delegate any of the rights and powers hereby conferred upon it;

PROVIDED THAT the appointment hereby made shall cease to have any force or effect after repayment in full of the money hereby secured.

25.2. The Company ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in sub-clause 25.1 of this Clause shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to therein.

26. THAT the Lender shall not nor shall any Receiver or Receiver and Manager appointed as aforesaid be liable to account as mortgagee in possession or for any thing except actual receipts or be liable for any loss on realization or for any accidents occurring in the operations carried on or for any negligence default or omission for which a mortgagee in possession might be held liable AND any person paying moneys to any Receiver or Receiver and Manager shall not be concerned to inquire whether any cause has happened to authorise any Receiver or Receiver and Manager to act.

27. THAT the net proceeds of realization shall be applied by such Receiver or Receiver and Manager, Receivers or Receivers and Managers subject to the claims of all secured and unsecured creditors (if any) ranking in priority to this Debenture FIRST in payment of all insurance premiums and other outgoings payable in respect of the property charged by these presents SECONDLY in payment of all costs charges and expenses of and incidental to his or their appointment and the exercise by him or them of all or any of the powers aforesaid THIRDLY in payment of his or their remuneration

136

3 MAY 1982

SCALES NZ3351
EACAKL NZ21946

30/4/82
1776/HMH

ADTHROA INT BOUNCED CHEQUE NOT YET COVERED PAUL CASH ADVISES
ARRANGEMENTS BEING MADE WITH HIS BANK MANAGER EARLY NEXT WEEK.
EAC ACCOUNTS.

+++

EACAKL NZ21946
SCALES NZ3351

Interview/Telephone Mr Cash advised that : ~~amount~~ \$60,000 due to Co from
 Tax Dept. in respect to exports ~~has been requested~~ to \$35,000. The reason
 for this is that \$11,000 is payable in a back P.A.V.D. and \$14,000 is
 being not allowed due to increase in Co's capital to \$60,000. The Dept.
 has taken the view that increase in capital has been derived from
 Revenue and not from unappropriated profits. In addition, to save
 further \$7,000 in export rebates ~~and~~ Co is now not to increase capital
 to \$100,000 for the time being. Mr Cash is to advise Mr Atkinson of the
 Small Business Agency of this. ~~As Bank~~^{New} has a registrable charge over
 Name. Date: / / Record No. Initials:

Interview/Telephone Co's House P/y at Herne Bay, ^{is} agreed to excess O/D up to
 \$44,000 pending receipt of above tax refund or further negotiation
 under D/C. Mr Cash stated recently declined offer of \$230,000 for Co's
 Herne Bay P/y. He maintains V/- say \$250,000. I suggested he have
 V/er update his V/ation last year as to present R/V.

Name: AOTEAROA INTERNATIONAL LTD Date: / / Record No. S/L/A Initials: *[Signature]*

138

65

64

Messrs Wilson Henry
Martin & Co.,
Solicitors,
P.O. Box 130,
AUCKLAND.

4th May, 1982.

Attention: Mr Beattie

Dear Sirs,

AOTEAROA INTERNATIONAL LIMITED

We refer to your letter of 26th April, 1982.

2. The arrangements made with your client concerning the shipment of waste paper to India were as follows. It was agreed that waste paper would be carried at the promotional rate of US\$120 per tonne for product shipped up to the end of July, 1982. However, such freight rate would apply only in respect of confirmed bookings; and at the time the arrangement was made no confirmed bookings were accepted. From the way your letter is phrased, we gather that your client agrees that this was the case. Indications were of course given by both sides as to the availability of cargo on the one hand, and the availability of space on the other, but no binding arrangements were made.
3. Shortly thereafter, a booking was made and confirmed for the shipment on the Barranduna, and we naturally accepted the obligation to carry that cargo. Because of pressure on space, we have however been unable to confirm subsequent bookings made by your client.
4. From what you say, however, the absence of shipping space is causing some embarrassment to your client. We should like to help him if it is at all possible. The space available for New Zealand cargo is fully committed to other shippers, but we are making urgent representations with our principals in Norway to see whether there is any way in which space which would normally be used by Australian shippers can be made available.

5. If anything comes of these enquiries, then our Auckland office will contact Mr Cash directly.

Yours faithfully,

O. ANDERSEN,
General Manager.

punjab national bank

Branch Nehru Place, New Delhi

Dated 5/5/82

To
M/s. AOTEAROA
INTERNATIONAL LTD,
PO BOX 1615, AUCKLAND
NEWZEALAND
TLX 21931

OPENED BY AIRMAIL/CABLE
THROUGH Commercial Bank of Australia,
450-Queen-Street-Auckland, 1982
If this credit has already been advised by cable, it is available only for such amount as has not already been availed of under the cable advice and is not available for utilisation at all unless attached to our correspondent's notification of such cable advice.

Dear Sirs,

OUR IRREVOCABLE CREDIT NO. 11120-N/82

At the request and for account of M/s-- Vinod Paper Mills Ltd. 203-205 Padma Palace, Nehru Place, New Delhi, we have opened in your favour an irrevocable letter of credit for US \$ 31906/- C&F

(say US Dollars Thirty one thousand nine hundred six only) available by your draft without recourse at 180 days from date of shipment on Vinod Paper Mills Ltd for 100% of invoice cost of Shaving Soap (Plant No. 10) and S&H Industrial Corp. contract No. VPM/10/25/82 dt. 5/5/82.

from New Zealand to Calcutta
Drafts are to be accompanied by the following documents: OGL App. 10 Item I

1. Your signed invoice in Octuplicate quoting import licence No. list B, item 30 dated 5/5/82 certifying goods to be of New Zealand origin (in accordance with Indian Import Trade Control Regulations, shipment must not be made prior to the date of licence).

2. Full set of clean "On Board" Ocean Shipping Company's bills of lading to order blank endorsed or to order of Punjab National Bank marked "Freight Paid" and "Notify" Punjab National Bank Nehru Place, New Branch and the consignee dated not later than 20th May, 1982 Delhi

Parcel Post Receipt } Evidencing despatch to Punjab National Bank
or } Marked "under L/C"
Air Consignment Note } Dated not later than _____

3. For Sea Shipments: Insurance policies or certificates endorsed in blank, in the currency of this credit, for the invoice value plus % covering marine risks WPA as per institute Cargo Clauses (all risks) dated 1-1-1963, Institute strike, riots and civil commotion clauses dated 1-1-1963, institute war clauses, including theft, pilferage, non-delivery and customary institute warehouse to warehouse clauses upto delivery at claims payable at

For Post Sendings (Sea or Air):-As for sea shipments above but with Institute war clauses (post sendings)

For Air Sendings :-As for sea shipment above with institute war clauses (Air Sandings) or

'Insurance covered by buyers in India

Your certificate required that a copy of your advice to the openers giving particulars of shipments for insurance purposes has been forwarded by airmail to Punjab National Bank Nehru Place, New Delhi

4. Other documents and/or conditions: 1. Certificate from Shipping Co. that the carrying vessel is on the approved list of Lloyds and is sea worthy. 2. Third party B/L is not acceptable; 3. Inspector

Partial Shipments Permitted Not Permitted Transshipment Not Permitted

This credit is irrevocably valid for negotiation at New Zealand until 5th June 1982
Drafts must state "Drawn under irrevocable Letter of Credit No. 11120-N/82"

of Punjab National Bank, dated and must bear the clause "Payable at the Bank's current selling rate of exchange on with charges and interest at the current rate from the date of this draft until the date of payment."

We hereby engage with the Drawers, Endorsers and Bonafide Holders of Drafts drawn under and in compliance with the terms of this credit that such drafts shall be duly honoured on presentation and delivery of documents as specified above.

Negotiations under this credit are restricted to Yourselves

All charges are for your account/our account.

The Negotiating Bank should forward to us the drafts and original documents by Airmail and duplicate documents by the following Airmail.

Except as otherwise expressly stated, that credit is subjected to the Uniform Customs and Practices for documentary credits (1974 Revision), International Chamber of Commerce Publication No. 290.

** Certificate from the representative of openers should accompany the documents.

Yours faithfully,

Rajinder Singh
Authorized Signatures

AOTEAROA INTERNATIONAL LIMITED
 P.O. BOX 1615
 AUCKLAND
 NEW ZEALAND

140

BILL OF LADING
 for Combined Transport or
 Port to Port Shipment

1000 A 225

CONSIGNEE

TBA

NOTIFY PARTY (No responsibility accepted for failure in this regard)

TBA

Intended Vessel and Voyage No.

TARAGO 48

Intended Port of Loading

AUCKLAND

Intended Port of Discharge

DUBAI

BOMBAY

ScanCarriers

Scandinavian Australia and New Zealand Carriers Ltd.

Accepted by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity

indicated below* stated by the shipper to comprise the cargo specified below, for transportation subject to all the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Acceptance or the Place of Loading, whichever applicable, to the Port of Discharge or the Place of Delivery, whichever applicable. On presentation of this document (if endorsed) to the Carrier, by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding on the Shipper, Holder and Carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them. As far as this Bill of Lading covers combined transport it is based on uniform rules for a Combined Transport Document (I.C.C. Brochure No. 298).

MARKS AND NUMBERS	NUMBERS AND KIND OF PACKAGES	DESCRIPTION OF GOODS AND CONTAINER NUMBER(S)	NETT WEIGHT	GROSS WEIGHT	MEASURE:
	239 PALLETS	WASTE PAPER LOADED ON 24 BOLSTERS		261.000	310.700
<p>SHIPPED ON BOARD THE OCEAN VESSEL <i>TARAGO</i>..... AT <i>AUCKLAND</i>..... ON <i>11 MAY 1982</i>.....</p>					

PARTICULARS ABOVE DECLARED BY SHIPPER

* Order Nos.	* Processed at	Type of Service	FREIGHT AND CHARGES
		FCL/FCL	120.00/W \$ 31320.00
* NOTE: For Shipper's purposes only neither affecting nor concerning carriage hereunder or the carrier in anyway whatsoever.		FCL/LCL	CABAF-1.46 457.27
Freight Nominee(s)		LCL/FCL	U.S. \$ 30862.73
AOTEAROA INTERNATIONAL		LCL/LCL	CONV@.76
		Breakbulk	NZ \$ 40608.86
Place(s) of Acceptance *	Place of Delivery *	In Witness Whereof the said number of original Bills of Lading have been signed one of which being accomplished the others shall be void.	
AUCKLAND	BOMBAY	No. OF ORIGINAL B	
* Applicable only when this document is used as a Combined Transport Bill of Lading.		FOR THE CARRIER.....	
		AT <i>AUCKLAND</i> DATE.....	

141

12 MAY 1982

50
SCALES NZ3351
FACAKL NZ21946

12/5/82
1981/HMH

REF TARAGO 48 BARBARDUNA 72
ATTENTION CAPT C. ANDERSEN
HAD MEETING TODAY WITH CIA FANY WHO ADVISE LC HAS BEEN ESTABLISHED
FOR BALANCE OF AQTHARQA INT SHIPMENT THE TARAGO. LC DOCUMENTS ARE
NOT IN BANKS HANDS AS YET. ASK US TO PRESENT CHECKS AND NEGOTIABLE
T/L WHEN FINALISED. TOTAL FREIGHT WILL BE APPROX 22000.

HMH FAC ACCOUNTS.

FACAKL NZ21946
SCALES NZ3351

(66)

142

69

SCALPS NZ3351
EACAKL NZ21046

17/5/82
2072/JHT

RYTLX SF 719 17/5/82 AOTEAROA PAPER AKL/BOMBAY.

1. CONFIRM SHORTSHIPPED CARGO EX BRA 72 WAS LOADED ON TGO 48.
BALANCE F PAYMENTS FOR BRA 72 NOT YET RCVD - AS ARRANGED BY
SCANCARRIERS P+I CLUB WLG REPRESENTATIVES. COPY OF B/L IN
TONITES MAIL.

2. PAYMENT FOR CARGO SHIPPED TGO 48 NOT YET RCVD. BANK ADVS
UNDERSTAND L/C ESTABLISHED BUT DOCUMENTS NOT YET TO HAND.

+++

EACAKL NZ21046#
SCALPS NZ3351

143

67

70

SCALES NZ3351
EACAKL NZ21046

18/5/82
2097/JHT

OA/JHT
AOTEAROA INTL - WASTE PAPER SHIPMENTS - BRA/TGO

ACCOUNTANT MURRAY HEATH AND SELF VISITED BOTH CBA BANK 450
QUEEN ST(MR JOHN BRITAIN) AND ALSO PAUL CASH IN PARNELL.
FOLLOWING IS PRESENT SITUATION AS CONVEYED TO US:-

1. BANK NOW ADVISES L/C ONLY REPORTED TO BE ESTABLISHED -
SOURCE BEING AOTEAROA.
2. BANK STATES ONCE PURCHASERS BANK IS KNOWN THEY WILL CABLE/
TLX TO OBTAIN FULL L/C DETAILS.
3. PAUL CASH NOW STATES THAT DUE SHORT SHIPMENT ON BRA 72 L/C FOR
BALANCE OF CARGO EXPIRED AUTOMATICALLY AS OF 31 MARCH IF
SHIPMENT OF BALANCE NOT MADE BY 15 APRIL.
4. WE THEREFORE UNDERSTAND THAT CARGO SHIPPED ON TGO 48 HAS BEEN
SHIPPED WITHOUT L/C OR EVEN CUSTOMER.
5. CASH ADVISES HIS AGENT IN BOMPAY STATES SALE CAN BE MADE
BEFORE END OF WEEK. CASH TODAY TRYING TO CONTACT HIS AGENT IN
BOMBAY BY TLX /TELEPHONE.
6. CASH SHOWED US L/C'S FOR FURTHER 400 TONS PAPER PLUS CONTRACTS
FOR UP TO 1450 TONS.
7. CASH'S NEW TELEPHONE NUMBER IS 790704.
8. CASH STILL UPSET REGARDING NO FURTHER SHIPMENTS AND HIS SOLICITORS
REPLYING SHORTLY.

+++

EACAKL NZ21046
SCALES NZ3351

144

68

68

SAKL NZ210468
TEX NZ21931

92

Paul

15/82
03/JHT

O AOTEAROA INTL ATTN MR P CASH
EAC AKL (JHT)

OMBARRAT 64
CONVERSATION AT YOUR OFFICE TODAY PRINCIPALS (SCANCARRIERS)
VISE ABOVE VESSEL FULLY BOOKED.

TORGENSEN

+++

AKL NZ210468
OTEX NZ21931

145

69

73

PARTNERS

R W Baird LLMB Com ACA	J R Luxford LLB
B C Spring LLB	T J Broadmore BA LLB
T W Blennerhassett LLB Notary Public	B T March LLB
N E Gray LLB	B J Brown LLB (Hons)
B R Boon LLB	P A Barnett LLM
P Stone LLB	B C Brosnahan BA LLB (Hons)
D N Drower LLB	P W O'Regan LLM
C R Carruthers LLB (Hons)	B H W Hutchinson LLB (Hons) B Com
M C Walls BA LLB LLM (Lond)	P W Bennett LLB (Hons)
J P Galley LLB	R J Wilson LLB (Hons)
R A Armstrong LLB BCA	S L Franks BA LLB (Hons)
W A Reece LLB Notary Public	J P Greenwood LLB
R M Crotty LLM LLM (Virginia)	

ASSOCIATES

N W Ingram LLB (Hons) PhD (Cantab)	J M Wilson LLB
G J Thwaite BA LLB (Hons)	

PO Box 993 Telephone (04) 739-109.

Cables and Telegrams 'Chapco' Telex NZ31177
Fax: Tel. 727-111 Gp 1 2 (Dex. 4200)
1 Grey Street
Wellington 1 New Zealand

If writing please quote our reference SLF:CPB

If calling please ask for:

Mr Walls/
Mr Franks

19 May 1982

Messrs Wilson Henry
Martin & Co.,
Solicitors,
P O Box 130,
AUCKLAND, 1.

ATTENTION: Mr M. J. Beattie

Dear Sirs,

Aotearoa International Limited: ScanCarriers

We refer to our telephone call on 19 May 1982 in which we mentioned to Mr Burton (in your absence) our clients concern to establish very quickly your client's intentions as to payment of the outstanding freight. Naturally our client is considering its rights under its ship owners lien on the goods and under the charges agreed in earlier correspondence and undertakings.

2. We would be glad to discuss the matter by telephone at a time convenient to you. We would also be glad to receive the formal documents sent to you for execution on 29 April 1982.

Yours faithfully,
CHAPMAN TRIPP

Sampoorna Enterprises 146

Exporters, Indenting Agents & Suppliers of Industrial Raw Materials

Cable: CRYSTAL
Phone: 22878 (p. p.)

4, East Sambandam Road
~~105, Devanagar Street~~
COIMBATORE-641 002
S. India

Ref: SE/47/121/82

Dated: May 19, 1982

Messrs. Aotearoa International Ltd.
P.O.Box 1615
AUCKLAND (NEW ZEALAND)

Kind Attn: Mr. P.A.D. Cash:

Gentlemen:

I have sent to you our letter of 3rd March to which I am yet to have your response. However, I am sending herewith a true copy of this letter for your ready reference. Upon going through the enclosed letter, please be good enough to let us have your views/suggestions. We will indeed be very grateful to hear from you as soon as you receive this letter, preferably by cable.

It is unfortunate that a long lapse of time has gone by without any concrete development of business. Now we have desired to devote our maximum time as Indenting Agents for Imported Waste Papers and, hence, shall solicit your maximum cooperation and receive from you periodic information on the market situations there. We will also be grateful if you would appoint us as your Indenting Agents in India so that we could have the initiative to cover Consumers all over India to secure substantial business on a certain understanding.

Owing to Waste Papers coming into India from the Mid-East and S.E.Asian countries, Mixed Papers are costing around US \$ 175/=. However, this seems to be a temporary phase as the prevailing demand is very good.

We are also keen on starting an export trade from here. If there be anything that you or your friends require from India, including services, kindly let us know.

We now look forward to hearing from you and in the meanwhile thanking you and with best wishes,

Sincerely yours,

Encl: as above.

Shashikant N.Kotecha.

Interview/Telephone with Director Paul Cash. Agreed to meet wages \$1,400 this week. Is ~~to~~ ^{to} ~~be~~ ^{to} ~~paid~~ ^{to} ~~\$15,000~~ ^{to} ~~for~~ ^{to} ~~working~~ ^{to} ~~fishin~~ ^{to} ~~7/10~~ ^{to} ~~days.~~ ^{to} ~~The~~ ^{to} ~~fur~~ ^{to} ~~ther~~ ^{to} ~~tax~~ ^{to} ~~cheque~~ ^{to} ~~\$22,000~~ ^{to} ~~to~~ ^{to} ~~come~~ ^{to} ~~later~~ ^{to} ~~in~~ ^{to} ~~the~~ ^{to} ~~year.~~ ^{to} ~~Has~~ ^{to} ~~a~~ ^{to} ~~small~~ ^{to} ~~shipment~~ ^{to} ~~of~~ ^{to} ~~7~~ ^{to} ~~tons~~ ^{to} ~~to~~ ^{to} ~~Maricou~~ ^{to} ~~this~~ ^{to} ~~Wednesday~~ ^{to} ~~and~~ ^{to} ~~shipment~~ ^{to} ~~later~~ ^{to} ~~in~~ ^{to} ~~the~~ ^{to} ~~week~~ ^{to} ~~to~~ ^{to} ~~gross~~ ^{to} ~~profit~~ ^{to} ~~\$26,000.~~ ^{to} ~~Stated~~ ^{to} ~~that~~ ^{to} ~~various~~ ^{to} ~~post~~ ^{to} ~~dated~~ ^{to} ~~cheques~~ ^{to} ~~have~~ ^{to} ~~been~~ ^{to} ~~issued~~ ^{to} ~~and~~ ^{to} ~~these~~ ^{to} ~~to~~ ^{to} ~~be~~ ^{to} ~~returned~~ ^{to} ~~pending~~ ^{to} ~~D/C~~ ^{to} ~~negotiations.~~

Name: AOTEAROA INTERNATIONAL TLD	De	Record No. S/L/A	Initials: <i>MA</i>
----------------------------------	----	------------------	---------------------

REGARDS PAUL.
AOTEX NZ21931
35329 GA
81312828+
31-2828 RAJA IN
AOTEX NZ21931

148

70

70

94

ATT M.M. CHOPRA.

SCAM CARRIERS STILL NOT ACCEPTING ANY FURTHER CARGO FOR BOMBAY
THEREFORE HAVE TRIED TO GET TRANSHIPMENT AT SINGAPORE THRU NEDLLOYD
THEY QUOTED AN ALL IN RATE OF \$US 230 MT WHICH IS BLOODY RIDICULOUS C
CANNOT UNDERSTAND HOW THEY ARRIVE AT THIS RATE AS THEIR RATE TO
SINGAPORE IS \$83-98 PER MT.
APPARENTLY THY ARE USING A SHIPPING CO CALLED LIAN SOON PTY LTD
X SINGAPORE. PLS ASK NEDLLOYDS AGENTS AT YOUR END TO CHECK RATE
AS I THINK NEDLLOYD THIS END ARE PLAYING FUNNY FELLAS..

HAVE JUST DISCOVERED WE CAN SUPPLY 100MT PURE WHITE AND 150MT CPO
ON VISHVA ASHA PLS URGENTLY ADVISE WHETHER VINOD CAN TAKE AND ALSO
PRESENT SITUATION ALL LCS AS NONE HAVE BEEN RCVD THIS END.

BOTH NIGEL WILSON AND MYSELF HOPE TO ARRIVE TOGETHER IN BOMBAY
EARLY NEXT MONTH SO YOU WILL HAVE TWO BIG CHAPS TO CONTEND WITH.

REGARDS PAUL...
AOTEX NZ21931
31-2828 RAJA INVVVV
002.7 MIN

*
AOTEX NZ21931
591 DD 25/5/82

ATT: MR. G.ALLEN

RE: BLUE COD
UNABLE TO BID ON FILLETS AS PRICES BASE ON HNG PRODUCT
ALREADY AT THAT HIGH LEVEL.
PLS ADV IF SUPPLY POSITION GET BETTER. THKS.
RGDS.KHOUW
VENCO RS33552*
AOTEX NZ21931

AVSENDT 24 MAI 1982

7765/kf/7782 oa waste paper -
outstanding freight usd 36000 due on barranduna v. 72 and tarago
v. 48. we do not understand your telex starting "freight yet
not paid and consequently no bill of lading issued".
we thought shipper needed tarago bill of lading to obtain payment
on L/c. pls explain and confirm freight correctly payed for
the pther parcels shipped per bra. 72.

149

++
25/5/82.
SCANCARRIERS HOVIK.

KF 7817 OA/7765 KF.

MOTTATT 25 MAI 1982

FYI RCVD FLWG TLX FROM OUR AKL AGENT ON 18/5/82 - QUOTE -
AOTEAROA INTL - WASTE PAPER SHIPMENTS - BRA/TGO

ACCOUNTANT MURRAY HEATH AND SELF VISITED BOTH CBA BANK 450 QUEEN
ST (MR JOHN BRITAIN) AND ALSO PAUL CASH IN PARNELL. FOLLOWING IS
PRESENT SITUATION AS CONVEYED TO US:-

1. BANK NOW ADVISES L/C ONLY REPORTED TO BE ESTABLISHED - SOURCE
BEING AOTEAROA.
2. BANK STATES ONCE PURCHASERS BANK IS KNOWN THEY WILL CABLE/TLX
TO OBTAIN FULL L/C DETAILS.
3. PAUL CASH NOW STATES THAT DUE SHORT SHIPMENT ON BRA 72 L/C FOR
~~BALANCE OF CARGO EXPIRED AUTOMATICALLY AS OF 31 MARCH IF SHIPMENT
OF BALANCE NOT MADE BY 15 APRIL.~~
4. WE THEREFORE UNDERSTAND THAT CARGO SHIPPED ON TGO 48 HAS BEEN
SHIPPED WITHOUT L/C OR EVEN CUSTOMER.
5. CASH ADVISES HIS AGENT IN BOMBAY STATES SALE CAN BE MADE BEFORE
END OF WEEK. CASH TODAY TRYING TO CONTACT HIS AGENT IN BOMBAY BY
TLX/TELEPHONE.
6. CASH SHOWED US L/C'S FOR FURTHER 400 TONS PAPER PLUS CONTRACTS
FOR UP TO 1450 TONS.
7. CASH'S NEW TELEPHONE NUMBER IS 790704.
8. CASH STILL UPSET REGARDING NO FURTHER SHIPMENTS AND HIS
SOLICITORS REPLYING SHORTLY.
- UNQUOTE -

AS TIME HAS NOW ELAPSED WE HAVE REQUESTED OUR SOLICITOR TO TAKE
ACTION TO PROTECT OUR INTERESTS STOP WILL REVERT RE OUTCOME STOP
WE ASK YOU TO TAKE LIEN ON CARGO ACCORDINGLY STOP B/L'S HAVE BEEN
FORWARDED TO YOU AS REQUESTED BY ESV STOP TOTAL OUTSTANDING DEBTS
AS FOLLOWS:-

- (1) BRA V72 B/L A57 250 TONNES PAPER AKL/BOMBAY - NZD37369-37.
- (2) TGO V48 261 TONNES PAPER AKL/BOM ESTIMATE OWING NZD40608-85
B/L NOT YET LODGED.

+++

150

71

76

':-)3' ,+31125

18788U SA N
MEI 25.5.82

FROM SCANCARRIERS OSLO, TO:-

SCANCARRIERS WELLINGTON

7771/KF/78170A
WASTE PAPER

What is it? 19/4/82?

YOUR TELEX GIVES INFORMATION WHICH IS NEW TO US AND IF RELAYED EARLIER HAD BEEN OF GREAT HELP STOP PLEASE CLAIIFY THE FOLLOWING:

1. WE WERE INFORMED BY YOUR TELEX 75500A THAT NEW LETTERS OF CREDIT WERE ARRANGED FOR 2 X 250 TONS PLUS ONE FOR 50 TONS. WHY NOW IS IT IMPOSSIBLE FOR SHIPPER TO CASH THE L/C CONCERNING BRA 72 CARGO AND PAY OUTSTANDING REIGHT THIS VESSEL?.
2. WHAT IS THE INTENTION OF OUR SOLICITORS AND WHY WAS THEIR ARRANGEMENT OF ARRANGING SHIPMENT NOT FOLLOWED? (ARRANGEMENT OF L/C, ISSUANCE OF BILLS OF LADING ETC.)
3. WHAT CAN WE EXPECT FROM SHIPPERS' SOLICITORS WHEN IN FACT SHIPMENT PER TARAGO NOT ARRANGED ACCORDING TO AGREEMENT?.
4. NO FURTHER ARRANGEMENTS SHOULD BE MADE WITHOUT OUR CLEAR CONSENT.
5. WHAT ARE OUR SOLICITORS PROGRESS PLAN?

++

152

66

AOTEX NZ21931
591 DD [REDACTED]

ATT: MR. G.ALLEN

RE: BLUE COD

UNABLE TO BID ON FILLETS AS PRICES BASE ON HNG PRODUCT
ALREADY AT THAT HIGH LEVEL.

PLS ADV IF SUPPLY POSITION GET BETTER. THKS.

RGDS.KHOUW

VENCO 8833552*

AOTEX NZ21931

153

72

03.
CLSENCO NZ32490+
SCALPS NZ3351
EACAKL NZ21046.

27/5/82
2202/JHT

TO SCANCARRIERS OA/JHT
BRA 72-AOTEAROA INTL PAPER AKL/BOM.

SPOKE TO PAUL CASH TODAY. HE STATED HIS BOMBAY BUYER ADVISES
THAT UNITED LINER AGENCIES BOMBAY HAVE NO KNOWLEDGE OF ARRIVAL
DATE OF T/S VESSEL 'UNIBAYSH'. CASH ADVISES HE UNABLE TO
GET FIRM L/C FOR CARGO SHIPPED ON TGO 48 UNTIL FIRST LOT OF
CARGO(BRA 72) ARRIVES IN INDIA. WE ASSUME AOTEAROA'S PAPER
IS STILL IN DXP OR IF IN BCM THEN NOT RELEASED TO
BUYER DUE PAYMENT PROBLEMS. DUE LEGAL SITUATION PLS ADV WHAT
WE SHOULD TELL CASH.

+++
EACAKL NZ21046+
SCALPS NZ3351

95451 WANDER G

154

73

73

95

PAUL HERE IS MY COMMENTS SENT THRU TO CHOPRA JUST NOW AS REMARKS ON YR TLX

Nigel Wilson *Ken UK*
Harsha *Null*

95451 WANDER G
11.30 HRS BST 27.5.82.

ATTN. MR CHOPRA/MR RAJGARHIA

I MAKE THE FOLL COMMENTS ON TLX DATED 28.5.82. FROM PAUL CASH NZ A COPY OF WHICH I HAVE RECVD.

1. MR CASH CANNOT PAY THE USD 30,000 FRT FOR THE SHIPPED AND LANDED 280 T MIXED.
 2. ALL OF WHAT HE SAYS IN TLX IS CORRECT - NEITHER OF US HAVE ANY INTEREST TO DOUBLE CROSS OUR AGENT OR CUSTOMERS LONG TERM BUSINESS IS OUR AIM.
 3. I CUD RAISE THE MONEY BUT THINK THERE IS NO TIME AND I CAN HARDLY GIVE GUARANTEES TO MY BENEFACTOR IN UK.
 4. ONLY SOLUTION I SEE IS TO ASK MR RAJGARHIA TO PAY THE FRT IN BOMBAY THUS RELEASING PARCEL AND THEN FOR HIM TO OPEN NEW L/C FOR THE 271 T EN ROUTE AT USD 120.00 PER MT LESS REPEAT LESS THAN LAST MIXED PRICE. MR CASH WUD ALS O PAY HIM INTEREST ON THE USD 30,000.
 5. I WUD DO MY BEST TO SEE FAIR PLAY AND DETAILS CAN BE FINALIZED ON VISIT TO DELHI AFTER 20/6.
 6. MR CASH HAS VERY GOOD CHANCE TO WIN LAW SUIT AGAINST SHIP CO. - I WUD APPEAR AS WITNESS IN NZ FOR HIM AS I WAS PRESENT WHEN FRT RATES AGREED IN JAN TO LAST UNTIL JULY.
- PSE GIVE THIS V SERIOUS CONSIDERATION FOR WHICH I WUD BE MOST GRATEFUL TO MR RAJGARHIA

RGDS
NIELSON +++**

9551 WANDER G
DID U GET THAT OK?+
YES*

YES I DID U SENT OUR TLX TO CHOPRA WE ARE STILL HAVING DIFFICULTY IN CONNECTING HAVE BEEN THRU OUR INTL AND THEY SAY OUT OF ORDER NO I DID NOT BUT I GOT THRU AT ONCE I WI SUGGEST U TLX ME BACK AND I PUT ON TAPE AND SEND IT FOR U AND I WILL THEN SHORTLY CONFIRM IT GOT THRU OK?+
OK WILL CALL U BACK WHEN READY
OK U CAN DO THAT NOW I RING OFF

AOTEX NZ21931
95451 WANDER G

155

74

74

96

15.00 HRS BST 27.5.82.

ATTN PAUL

HERE IS COPY MY TLX TODAY SENT TO CHOPRA :-

95451 WANDER G
13.45 HRS BST 27.5.82.

URGENT ATTN. MR M M CHOPRA - COPY MR RAJGARHIA

RE: 280 T MIXED ARRIVED BOMBAY EX NZ

====
HAVE TL MR CASH IN NZ.

POSITION WITH SHIP CO IS VERY TRICKY BUT CAN BE SETTLED AS
FOLLOWS:

IF U SELL BAL MIXED 271 T NOW EN ROUTE TO BOMBAY WITH
TLXD L/C URGENTLY TO NZ, MR CASH CAN PAY ALL OUTSTANDING
SEA FRTS. HE MADE AGREEMENT WITH SHIP CO THAT ALL PROCEEDS
FROM THAT NEW L/C GO TO PAYING ALL S/FRTS OUTSTANDING - THEN
THE 280 T CAN BE RELEASED IN BOMBAY.

ALSO EN ROUTE TO CALCUTTA IS 120 T CPO 88 T HARD WHITE AND
10 T LED

MR CASH HAS LAW SUIT IN PROGRESS AGAINST SHIP CO IN NZ
FOR ALL PROBLEMS THEY CAUSED HIM
PSE THEREFORE ASSIST ON THIS OCCASION BY OPENING L/C AT ONCE
FOR BAL 271 T MIXED AND ANY DEMURRAGE CAN EVENTUALLY BE RECOVERDD
FROM SHIP CO AS IT WAS THEIR FAULT THAT PUT MR CASH IN SUCH
DIFFICULTIES BY NOT SHIPPING THE 271 T DURING TIME LIMIT OF
L/C.

YR COOPERATION IN THIS MATTER WUD BE MUCH APPRECIATED AND
FINAL SETTLEMENT DISCUSSIONS CAN TAKE PLACE IN INDIA AFTER
15 JUNE WHEN BOTH MR CASH AND I INTEND VISIT DELHI - NEITHER
OF US WILL SHIRK OUR RESPONSIBILITES BUT WE DO NEED YR FULLEST
HELP OVER THIS MATTER

RGDS
NIGEL WILSON

COPY: MR P. CASH, NZ +++

PAUL - CHOPRA

'S TLX CANNOT SEND OUT TLXS FOR ANOTHER 2 DAYS
DUE TO TROUBELE AT EXCHANGE.

U HAVE TO TLX HIM AND ASK FOR REPLY WHILST U ARE ON.

ALL FOR MOM

RGDS
NIGEL ++

95451 WANDER G
AOTEX NZ21931

156

mmm 82.05.27 14.19

ZCZC 131220

rr bomwl
+++ oslsmww 300

27/5-82 kf/erl
from scancarriers oslo to:-
uliners bombay

ryt 27/5/82 - rsc/Lds
barranduna voy. 72 - wash paper
outstanding freight only against akl/bombay b/L a57 - 250 tons paper
amounting to nzd 37.369,37 which please try to collect from
consignees stop
understand our possibility of obtaining lien in cargo
very remote unless we are prepared to take substantial expenses
which the nature of cargo is not worth. therefore agree to
deliver cargo to consignees without further delay in order not
worsen our exonomical situation further.

-eom-

nnnn

++++ MESSAGE ACCEPTED +++++

159
55451 WANDER G
ARISEY 0211731

WITH NIGEL WILSON

COPY OF TLX SENT TO H M CHOPRA

RE OUR SHIPMT OF 260 MT MIXED WASTE RECENTLY ARRIVED IN BOMBAY.

PLS NOTE IT WAS AND NEVER WILL BE MY INTENTION OF PUTTING ANYTHING AC
ACROSS OUR VALUED CLIENTS AND AGENT IN INDIA

THE FULL FACTS OF THE MATTER IS AS FOLLOWS
ACTEARON INTERNATIONAL LTD DELIVERED SLIGHTLY IN EXCESS OF THE 550 MT
MIXED P&W IN DUE TIME TO THE WHARF FOR SHPMT ON THE BARRANDUNA V72.
WHEN THE SHIP SAILED WE FOUND THEY HAD LEFT A CONSIDERABLE QTY BEHIND
(271 MT) AROUND US\$60,000 WORTH. WE WERE THEN PLACED IN AN EXTREMELY
DIFFICULT POSITION AS WE WERE REQUIRED UNDER OUR AGREEMENTS WITH
SUPPLIERS TO PAY THEM FOR THE TOTAL QTY DELIVERED, AND WE HAD
PROMISED MR RAJGARHIA SHIPMT WUD BE MADE IN MARCH

ON DISCOVERING THE 271 MT WAS LEFT BEHIND WE IMMEDIATELY PLACED THE
MATTER IN THE HANDS OF OUR LAWYER AND INSTRUCTED HIM TO NEGOTIATE
WITH THE SHIPPING COMPANY THE FUTURE OF THE REMAINING 271 MT AND AS
WE WERE LEFT WITH \$60,000 SITTING ON THE WHARF TO COME TO AN ARRANGE-
MENT TO WAIVE THE FREIGHT ON THE FIRST CONSIGNMENT TILL AFTER SHIPMT
OF THE REMAINING TONNAGE. WE ASKED HIM TO PRESS HARD FOR A FREIGHT
PREPAID BILL OF LADING FROM THE SHIPPING CO, HOWEVER THIS THEY WUD
NOT DO. IT WAS ON THE VERY LAST DAY THAT WE COULD NEGOTIATE BEFORE
THE LC EXPIRED THAT WE DISCOVERED A FREIGHT PREPAID B/L WAS NOT A
REQUIREMENT TO NEGOTIATE THE LC SO WITH THE THOUGHT OF LOSING THE
TOTAL \$130,000 AND WITH GREAT RELUCTANCE WE FINALISED THE RELEASE
TERMS WITH THE SHIPPING CO AND NEGOTIATED THE LC

I WUD LIKE TO ASK U WHAT U OR MR RAJGARHIA WUD DO UNDER THE SAME
CIRCUMSTANCES? WUD U HAVE ACCEPTED A LOSS OF \$130,000

IN MY CONSIDERATION OF WHETHER TO NEGOTIATE OR NOT I REASONED THAT U
WHO I CONSIDERED HAD BECOME MY FRIEND AND WHO IS THE BIGGEST AGENT
FOR WASTE PAPER IMPORTS INTO INDIA WUD HAVE NO TROUBLE IN SELLING THE
271 MT BEFORE THE EXPIRATION OF THE LC. HOWEVER THIS WAS NOT THE CASE
THE RELEASE OF THE FIRST CONSIGNMENT WUD HAVE BEEN A NORMALITY.

ALAS THIS WAS NOT TO BE IT IS NOW TWO MONTHS SINCE THE FIRST
SHPMT AND THREE WEEKS AT LEAST SINCE THE SECOND AND THE 271 MT HAS NO
NOT BEEN SOLD

I CAN GUARANTEE AS SOON AS WE CAN SELL THE 271 MT AND NEGOTIATE THE L
LC ALL TONNAGE WILL BE RELEASED

THE WHOLE MATTER IS NOW RESULTING IN A LAW SUIT AGAINST THE SHIPPING
CO AND I WILL DISCUSS THIS FURTHER WITH U WHEN I ARRIVE IN DELHI
NEXT MONTH

I REGRET THE NEVER ENDING PROBLEMS RESULTING FROM OUR EFFORTS TO
PROVIDE U WITH A CONSTANT AND RELIABLE SOURCE OF WASTE PAPER X
NEW ZEALAND

RGDS PAUL CASH

IS AS YET STILL TRYING TO GET THIS TLX OFF TO CHOPRA WE KEEP GETTING
OUT OFF WIXI BUT WILL KEEP TRYING

ACTEX H2217318

OK NIGEL HERE THKS AND I WILL TEL CHOPRA WITH ROUGH OUTLINE
AND COMMENT ON THIS TLX TO HIM NOW PER MY TLX
HOPE TO GET IT SORTED OUT AND WILL REVERT WHEN HAVE
REACTION

8181
8:51

76

160

76

98

Paul

ACTEX N001P01
31-2628 RAJA IN

MM0187/28.5.82

PAUL

MIXED WASTE SHIPPED TO BOMBAY. MR RAJGARHIA HAS DECIDED NOT TO ACCEPT DOC AT ANY COST. SORRY I CAN NOT DO ANYTHING. FUR NO L/C CAN BE ARRANGED FOR 271T AND ALSO BY VINOD-RGDS CHOPRA

+++*
ACTEX N001P01MM

ATT NIGEL

NOW THE PROBLEMS START.

IM BLOODY NEAR DRYING.
HEFES A TEXT OF CHOPRAS LATEST TLX.

MIXED WASTE SHIPPED TO BOMBAY. MR RAJGARHIA HAS DECIDED NOT TO ACCEPT DOC AT ANY COST. SORRY I CAN NOT DO ANYTHING. FUR NO L/C CAN BE ARRANGED FOR 271T AND ALSO BY VINOD-RGDS CHOPRA.

SO LOOKS LIKE WE NOT GOING TO GET ANY PAYMENT FOR THE 100MT OF BONT PURE WHITE AND 10 MT LEDGES.

PAUL
ACTEX N001P01
07883 GA
51224514
95451 WANDER G
ACTEX N001P01

ATT NIGEL

NOW THE PROBLEMS START.

IM BLOODY NEAR DRYING.
HEFES A TEXT OF CHOPRAS LATEST TLX.

MIXED WASTE SHIPPED TO BOMBAY. MR RAJGARHIA HAS DECIDED NOT TO ACCEPT DOC AT ANY COST. SORRY I CAN NOT DO ANYTHING. FUR NO L/C CAN BE ARRANGED FOR 271T AND ALSO BY VINOD-RGDS CHOPRA.

SO LOOKS LIKE WE NOT GOING TO GET ANY PAYMENT FOR THE 100MT OF BONT PURE WHITE AND 10 MT LEDGES.

PAUL
ACTEX N001P01
95451 WANDER G
001.5 MIN

162

99

164

77

77

20011 GA
95451 WANDER G
ATTN: NISSEL

102

ATTN: NISSEL

PAUSE

ARRIVING IN INDIA TOMORROW MORNING ARRIVING NEW DELHI WEDNESDAY
MORNING WILL ADVISE U OF PROGRESS

FOOD PAID

ATTN: NISSEL
95451 WANDER G
000.6 MIN

ScanCarriers

Northbound

NEW ZEALAND . SAUDI ARABIA . EUROPE
Fast, flexible and versatile RoRo-service

JUNE 1982 Schedule No. 6

Wellington Office: 38 - 42 Waring Taylor Street Tel.: 722 - 633 - Telex: 3351

VESSELS	SAILED OR DUE TO SAIL FROM										ARRIVED OR DUE TO ARRIVE									
---------	----------------------------	--	--	--	--	--	--	--	--	--	--------------------------	--	--	--	--	--	--	--	--	--

	Voyage No.	AUCKLAND	NAPIER	WELLINGTON ¹⁾	LYTTELTON ¹⁾	TIMARU	DUNEDIN ¹⁾	TAURANGA	JEDDAH	LE VERDON	ZEEBRUGGE	FLUSHING	ANTWERP ¹⁾	ROTTERDAM	HAMBURG	BREMERHAVEN	OSLO	GOTHENBURG	COPENHAGEN ¹⁾	HELSINKI ¹⁾	DUBAI
BARRANDUNA	74	29/6	2/7	4/7	8/7	4/7	8/7	1/7	3/8	12/8		14/8	17/8	17/8	23/8	26/8	19/8	16/8	19/8	23/8	28/7
TARAGO	50	8/8	10/8	14/8				9/8	9/9	19/9		21/9	24/9	24/9	1/10	4/10	26/9	23/9	26/9	30/9	4/9
TOMBARRA	66	5/9	7/9	11/9	14/9	9/9	14/9		9/10	18/10		20/10	23/10	23/10	29/10	2/11	25/10	22/10	25/10	29/10	3/10
BARRANDUNA	76	1/10	3/10	5/10				2/10	2/11	12/11		14/11	17/11	17/11	24/11	28/11	19/11	16/11	19/11	23/11	28/10
TARAGO	52	9/11	11/11	13/11	18/11	13/11	18/11		13/12	22/12		24/12	27/12	27/12	2/1	6/1	29/12	26/12	29/12	2/1	7/12
TOMBARRA	68	7/12	9/12	12/12	16/12	11/12	16/12		10/1	19/1		24/1	27/1	27/1	2/2	6/2	25/1	23/1	25/1	30/1	4/1

165

*) Aggregation/distribution parts will be subject to NZESA Allotment Committee requirements and will only be published once released to the trade.

1) Via Gothenburg.

Itineraries, ships and dates are subject to alteration without notice.

Offers of space, bookings, engagements, freight quotations and contracts of affreightments are subject to the terms and conditions of the carrier's (liner) Bill of Lading and to the tariff

conditions for northbound cargo provided that in the case of inconsistency terms and conditions of the Bill of Lading shall prevail

Agents:

Auckland
The East Asiatic Co. (NZ) Ltd
Tel. 799-084/85/86/87 - Telex 21046

Napier
C.A. Olsen Ltd.
Tel. 53-112 - Telex 3249

Christchurch (Lyttelton)
Geo. H. Scales Ltd.
Tel. 797-720 - Telex 4905

Dunedin
Tapley Swift Shipping Agencies Ltd.
Tel. 740-810 - Telex 5788

Tauranga
Mount Maunganui & Tauranga Stevedore Ltd.
Tel. 54-009 Telex 2285

Wellington
Geo. H. Scales Ltd.
Tel. 722-633 - Telex 3351

Timaru
D.C. Turnbull & Co. Ltd.
Tel. 45-184 - Telex 4309

Invercargill (Bluff)
Wrightson NMA Ltd.
Tel. 4499 - Telex 5321

166

73

/s. Aotearoa International Ltd.,
P.O. Box 1615,
Auckland.

M. L. Pujara

"PAPER HOUSE"

Post Box No. 557, No. 36, EAST KALMANDAPAM ROAD
Royapuram, MADRAS-600 013 (INDIA)

Phone: 551672 - 554406

Cable: BARGAIN

55 030

Telex No: 041-7674 SJN IN

Our Ref: IWP/358

Date: 1.6.82.

Dear Sirs,

Kind Attention: Mr. Paul Cash.

Re: Import of Wastepaper from Newzealand/U.S.A.

We have pleasure in acknowledging the receipt of your telex. We are glad to note that you can offer us an agency for all grades of Wastepaper. We understand that you are able to obtain lesser rate to enable you to offer at a competitive price. But we must get order for minimum 1000 M.T. or more in all grades combined.

You wish us to inform the current market prices for various grades of wastepaper, but at present there are lot of offers comes at lower rates and we ourselves are not sure what we can base as a current market price. We shall appreciate if you kindly inform us the quantity you can offer for June/July shipments in each grade mentioned in your telex and also basing present rate of freight and U.S.A. market you can offer us CIF Bombay/Madras our rates inclusive of our commission 2% on CIF value.

On receipt of your rates, we shall contact our regular customers and try to secure business on your behalf. We hope you will work out at a competitive rates and offer us, so that we need not go for a counter offer and reconfirmation. We have noted terms of payment and while negotiating business we will mention this on the contract.

Thanking you,

Yours faithfully,
for M.L. PUJARA,

M. L. Pujara
Partner.

Interview/ ~~Telephone~~ In Director Cash's absence overseas in India sorting out D/C amendments, spoke to his sister, Miss Karen Forbes, re ^{no.} of ~~cheques having to be returned from lack of funds. She has been assured that tax refund cheque \$35,000 will be due this Friday and she is to uplift cheque at Otahuhu upon issuance. In the meantime, agreed to meet~~ ~~reps cheque \$900. Advised her that it was highly unsatisfactory that~~ ~~Bank behaving to return a large No of Co's cheques and recent enquiry from another Bank has asked if Co still trading or in receivership. I asked her to relay this information to Director Cash on his return this~~ Monday.

Name: AOTEAROA INTERNATIONAL LTD Date: Record No. SLA Initials: *MA*

168

Phones : Off. 681137
Res. 643196, 644266

Gram : "PAKCHER" NEW DELHI

Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS

408 - MANSAROVER, 90-NEHRU PLACE, NEW DELHI-110019, INDIA

Ref. No. SHIC/.....

Dated.....198

5. Irrespective of the value of the goods sold, being sold and to be sold M/s. S&H will receive a commission of U.S. \$ 10.00 per M.Ton of Mixed Waste and 3% all other grades of raw material. This commission will be remitted within 7 days of negotiations of documents and there will be no condition of visit to Newzealand.

6. The Commission for S&H will be remitted after every individual shipment and will not be tied to any condition with any other shipment.



*For Ken [unclear]
the [unclear] [unclear]*

HEAD OFFICE:

AT No. 323
ADAR-COMMERCIAL PREMISES
CO-OPERATIVE SOCIETY LTD.
ADAR ROAD, DADAR BOMBAY-400014

BANKERS :

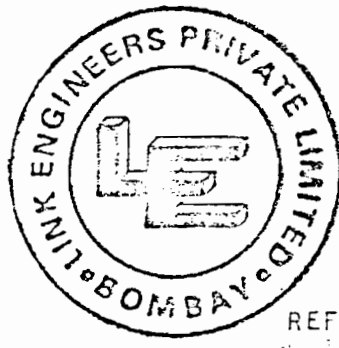
I INDIAN BANK
A-261, DEFENCE COLONY,
NEW DELHI-110024

II DENA BANK

76 E

169

Telephone : 662948
Cable : LINKNATNAL New Delhi
Telex : 031-4580 PULP IN



LINK ENGINEERS PRIVATE LIMITED

REGISTERED AIRMAIL

Room Nos. 503 & 701
SAHYOG BLDG.
58, Nehru Place
NEW DELHI-110019

REF : AOTEX/SHREE PADMA/SN/SS/35511

M/s. Aotearoa International Ltd.
P.O. Box 1615
Auckland
NEW ZEALAND

- Attn : Mr. Paul Cash
Managing Director
- Re : Payment of our consultancy fee in
equivalent Indian rupees of US \$ 2070.
- Ref : Purchase Order Nr.FPPM dated July 24,1981
from Shree Padma Paper Mills Ltd. for supply
of 100 MT of Computer Printout and 100 MT of
Manifold White Ledger.

Gentlemen,

Please refer to our letter Nr.3158-A dated May 13, 1982
alongwith which we have sent you our Debit Note Nr.014
dated May 13, 1982 for US \$ 2070. We regret to note
that we have not heard anything from you till date
and as such request you to remit us the above amount
in the form of demand draft payable at any New Delhi bank.

Best regards,

Yours truly,
for LINK ENGINEERS PRIVATE LIMITED

SATISH NISCHAL
GENERAL MANAGER (MARKETING)

WORLD WIDE ASSOCIATES

170

Telephone Karen Forbes advised is uplifting tax cheque \$35,000 today. receipt ecc clerk please ensure that T/L brought up to date and A/c listed.

Name: ACTEAROA INTERNATIONAL LTD	Date: 8 6 82	Record No. D/L/A	Initials: <i>[Signature]</i>
----------------------------------	--------------	------------------	------------------------------

75

168

Phones : Off. 681137
Res. 643196, 644266

Gram : "PAKCHER" NEW DELHI

Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS AND COMMISSION AGENTS

408 - MANSAROVER, 90-NEHRU PLACE, NEW DELHI-110019, INDIA

Ref. No. SHIC/.....

Dated....3rd June...1962

DISCUSSIONS BETWEEN MR. PAUL CASH AND MR. M.M. CHOPRA.

1. Mr. Cash has shipped the following quantities of waste paper on Vishva Asha.
 - a. CPO - 120 Tons to be covered by L/C from Vinod Paper.
 - b. Hard White Shavings - 88 Tons out of which 70 tons have been covered by L/C by Vinod Paper.
 - c. White Ledger - 11 tons without L/C.

He will endeavour to get the L/C from Vinod Paper for 18 tons Hard White Shavings and 11 tons White Ledger, failing which an L/C for 29 tons of White Ledger only. *Total not under \$9000*

2. Mr. Paul Cash is shipping 100 tons CPO to Ajanta instead of 200 tons. The balance 100 tons he may ship in July for which L/C will have to be extended. Mr. Paul is prepared to reduce prices for the balance unshipped quantity of CPO by U.S. \$ 10 per Ton.

He is shipping 75 tons of Prime Kraft and 25 tons OCC to Aurangabad, for which the extension of L/C has been requested.

3. Mr. Paul Cash has shipped 270 tons of Mixed Waste without L/C. He is prepared to sell it at basic price of U.S. \$ 205.00 per M.Ton CIF Bombay.
4. The pending freight matter about 250 tons of Mixed Waste shipped to Perfectpac remains unsolved after Mr. Cash gets the L/C for 270 tons of Mixed Waste, he will not only pay the freight but also the demurrage till the clearance of the Cargo by Perfectpac. Mr. Paul Cash will pay the demurrage for the period 7 days after the issue of release by the shipping lines in Bombay.

*Done
M.M. Chopra*

HEAD OFFICE:
FLAT No. 323
DADAR-COMMERCIAL PREMISES
CO-OPERATIVE SOCIETY LTD.
95-D, PHALKE ROAD, DADAR, BOMBAY-400014
Phone : 534296, 440396
Cable : "PAKCHER" BOMBAY

BANKERS :
I INDIAN BANK
A-261, DEFENCE COLONY,
NEW DELHI-110024
II DENA BANK

171

78

110

4
AOTE NZ21931
35831 GA
21212828+
31-2828 RAJA IN
AOTE NZ21931

ATT M.M. CHOPRA 1 / REB VINDI LC. WE STILL HAVE NOT RVD DELETION OF INSPECTION CLAUSE PLS ASK BANK TO CONFIRM AGAIN IMMEDIATELY AS LC EXPIRES TOMORROW.

2 / RE AJANTA PAPER LC PLS DELETE CLAUSE (G) ROLLS AND SHEETS NOT ACCEPTABLE IMMEDIATELY AS 1ST VSL SAILED CONFIRM BY RETURN.

PAUL..

PLS ALSO NOTE PURE WHITE SURPLUS TO SELL IS 30.17MT AND LEDGER IS 10.720MT THESE ARE EXACT QTY.

PAUL
AOTE NZ21931*****
003.1 MIN

4
AOTE NZ21931
EACAKL NZ21046

78

111

9/6/82
2436/JHT

TO AOTEAROA INTL ATTN MR P. CASH
FM EAC AKL

TARAGO V 48

SCANCARRIERS HAVE TODAY ADVISED US OF THE FOLLOWING:-
PAYMENT FOR WASTE PAPER SHIPPED ON ABOVE VESSEL PLUS OUTSTANDING AMOUNT FOR SHIPMENT ON BARRANDUNA V 72 MUST BE RECEIVED BY OURSELVES BY THURSDAY JUNE 10TH. IF OUTSTANDING AMOUNT IS NOT RECEIVED SCANCARRIERS MAY HAVE NO OPTION BUT TO TRY TO SELL PAPER EX THE TARAGO V48 (DUE DUBAI TOMORROW) IN ORDER TO DEFRAY COSTS TO DATE.

J TORGENSEN

+++


EACAKL NZ21046
AOTE NZ21931

~~INTERVIEW~~ Telephone - Karen Forbes advised tax cheque received is approx. \$9,000 less than anticipated and Mr Paul Cash is seeing the Dept. about this. In the meanwhile she authorised the transfer of funds from No 2 A/c to 00 A/c, to meet cheques issued.

Name. AOTEAROA INTERNATIONAL LTD	Date. 5 82	Record No. S/L/A	Initials: <i>[Signature]</i>
----------------------------------	------------	------------------	------------------------------

173

79

SHIPPER NOTORCA INTERNATIONAL LIMITED P O BOX 1615 AUCKLAND		BILL OF LADING FOR COMBINED TRANSPORT OR PORT TO PORT SHIPMENT		B.L. No. A/S 7 BOOKING REF. No.
CONSIGNEE TO ORDER OF CANARA BANK FOREIGN DEPT BOMBAY, INDIA		 A.S.L. CONTAINER LINE Accepted by the Carrier from the Shipper in apparent good order and condition (or otherwise noted herein) the total number or quantity as indicated below and state the Shipper to comprise the cargo specified below for transportation subject to the terms hereof including the TERMS ON THE REVERSE HEREOF AND THE RATE OF THE CARRIER'S APPLICABLE TARIFF from the Place of Acceptance or the Place of Loading, whichever ever applicable to the Port of Discharge or the Place of Delivery, which ever applicable. On presentation of this document (and enclosed to the carrier by or on behalf of the holder, the rights and liabilities arising in accordance with the Terms hereof shall without prejudice to any rule of common law or statute governing them) loading upon the Shipper, Holder and Carrier become binding in all respects between the Carrier and holder as though the contract contained herein or otherwise hereby had been made between them.		
NOTIFY PARTY NOTIFY BUYERS				
PRE-CARRIAGE BY	PLACE OF RECEIPT AUCKLAND			
OCEAN VESSEL NAME AND VOY. NO. CANARA LONG 2	PORT OF LOADING AUCKLAND			
PORT OF DISCHARGE BOMBAY	PLACE OF DELIVERY			
PARTICULARS DECLARED BY THE SHIPPER CONTAINER No. MARKS AND NUMBERS TEMU 2697573 FCL/FCL TEMU 2745223 FCL/FCL TEMU 2701639 FCL/FCL	QUANTITY AND TYPE OF PACKAGES, DESCRIPTION OF GOODS SAID TO BE IN CONTAINER 1x20' S.T.C. 1 COMPUTER PRINTOUT WASTE PAPER 1x20' S.T.C. 1 COMPUTER PRINTOUT WASTE PAPER 1x20' S.T.C. 1 COMPUTER PRINTOUT WASTE PAPER 3x20' FREIGHT PREPAID 43.22 MT COMPUTER PRINTOUT WASTE PAPER		GROSS WEIGHT KG 15.560 14.310 17.700	MEASUREMENT C
	HOUSE TO PIER, AND EXTRA EXPENDITURE INCLUDING DESTUFFING CHARGES WILL BE FOR NOTORCA INTERNATIONAL LTD ACCOUNT SHIPPERS LOAD AND CO			
	FREIGHT NOMINEE FCL/FCL	SHIPPED ON BOARD		
	TOTAL No. OF CONTAINERS/PALLETS/PACKAGES/QUANTITY OF OTHER CARGOES (IN WORDS)	** THREE (3) 20' CONTAINERS		
AS FAR AS BILL OF LADING COVERS COMBINED TRANSPORT IT IS BASED ON THE UNIFORM RULES FOR A COMBINED TRANSPORT DOCUMENT (I. C. C. BROCHURE No. 298) Shippers are requested to note particularly the terms and conditions on the face and back of this Bill of Lading 1. All charges on cargo comprised in the within Bill of Lading incurred in complying with requirements of Health Authorities at any Port or Ports en route, including Ports of Transshipment and/or discharge, shall be paid by Consignee 2. Harbour Dues, Quayage or Landing Charges, if any, payable at destination by Consignees before delivery of the goods 3. Not liable for fading or decaying of marks or numbers or bursting of bands or errors in countermarking 4. Weight unknown, any reference in this Bill of Lading to weight is for the purpose of calculating freight only 5. No responsibility will attach to the Ship, the Company, or its Agents through any failure to notify Consignee of the arrival of cargo 6. Nothing in the above clauses shall in any way restrict or prejudice any other liberties or exceptions in this Bill of Lading IN WITNESS whereof the Master or Agent of the vessel has affirmed to the above stated number of Bills of Lading, all of this tenor and date, one of which being accomplished the others to stand null and void		TYPE OF SERVICE FCL/FCL X FCL/LCL LCL/FCL LCL/LCL B/BULK	FOR CARRIERS USE	
PLACE OF RECEIPT AUCKLAND	PLACE OF DELIVERY BOMBAY	AS AGENTS FOR THE CARRIER ISSUED AT AUCKLAND DATE 14.6.82.	No. OF ORIGINAL BILLS THREE (3)	

11.10 ☼
18788b sa n
11 2659 ULA IN

174

KF

copy TRN

ZCZC
OSLSM
.BOMULEA
HHHH

TO SCANCARRIERS OSLO
FM ULINERS BOMBAY JUNE 16/1420 HRS RSC/PL

ATTN: MARKETING DEPT

BARRANDUNA - BOMBAY CARGO TRANSHIPPED AT DUBAI

REF TELCON JULY 15 EXCEPT FOR THE PAPER CARGO WHICH WAS IN
DISPUTE, MOST OF THE OTHER CARGO HAS BEEN DELIVERED.

CLEARING AGENTS OF PAPER CONSIGNEES WHO ARE IN N.INDIA HAD STARTED
PREPARING DOCUMENTS FOR CLEARANCE BUT PRESUMABLY SOME HITCH HAS
DEVELOPED AND THEY HAVE RETURNED DOCUMENTS TO CONSIGNEES.

MEANWHILE CARGO DISCHARGED BY UNIBAKSH IN DAMAGED CONDITION
IS A NUISANCE TO THE PORT AUTHORITIES AND THEY ARE PRESING THE
CARRIER TO STORE CARGO IN LIGHTERS.

+++
0616RWT

NNNN☼
18788b sa n
11 2659 ULA INK KKK

175

mm 82.06.18 16.02

ZCZC 091131
rr tx004437838 hamsm gottr
+++ oslsmww 300
zczc
tag
+++

18788w sa n
kf/gst 18.6.82
from scancarriers oslo to:-

cornelder flushing
vla hamburg
rabt gothenburg

waste paper ex new zealand

the cargo is mostly
magazine waste and
computer print out waste
all in bales shipped per tarago 48 for bombay.

there is a freight dispute with shippers and we are investigating possibilities for disposal of the paper in europe.

will you please investigate market and let us know whether there are any potential buyers and also let us know conditions and price. cargo is still onboard tarago, and flushing agents should arrange for a survey by competent person who can state value.

eom
18788w sa n++++
nnnn

++++ MESSAGE ACCEPTED +++++

176

79

79

118

Mr. M. Beattie

22nd June, 1964

Messrs. Chapman Tripp,
Solicitors,
P. O. Box 993,
WELLINGTON.

Attention Mr. Broadmore.

Dear Sirs,

re : Aotearoa International Limited: Scan Carriers

Further to our telephone discussion of the 14th June we have now discussed the matter with our client and it would be happy to have a round the table discussion matters to see if some satisfactory arrangements can be arrived at. Our client would be available at any time and the writer will endeavour to fit in with your arrangements and we suggest that you advise us when it is convenient for you to come to Auckland with your client to discuss matters.

Yours faithfully,
WILSON, HENRY, MARTIN & CO.

per

177

7982kf/8032oa - waste paper - our agents in bombay confirm over telephone today that akl/bombay b/l a 57 has not been collected and the full consignment of 249.660 m/t undelivered.

we have not taken lien in this cargo which was duly discharged and receivers duly notified of arrival.

Ascendit 23
~~MOTTATT~~ 24 JUNI 1982

receivers according to b/l obviously not in receipt of originals which we find logical when in fact shippers have not been able to cash these documents in nz.

the cargo is consequently at shippers disposal in bombay.
++

09.22 ☉
18788a sa n
2300B TRANS S 82.06.24 09.22

178

ZCZC 051183
SAN

+++
REF.NO : TAG 183 FB/CG+
FROM : TRANS AGENCY GOT+
TO : SCANCARRIERS, OSLO+
DATE : 82-06-24+

TO KF
FM FB

WASTE PAPER EX TARAGO

MESSRS H.A. INDUSTRI
GOTHENBURG

INTERESTED TO BUY THE PAPER IN GOTHENBURG BUT MUST INSPECT THE
QUALITY AND CONDITION OF THE CARGO. BEFORE THEY CAN OFFER YOU
A PRICE.

PRICE INDICATION: COMPUTER PRINT SEK 1000
MAGAZINE ' 200

PER HR.

PLEASE LET US KNOW IF YOU ARE INTERESTED.

NNNN

☉
18788a sa n
2300B TRANS S

179
80
EVEREST

Cooperation

ESTD. 1953

IMPORTERS. EXPORTERS. MANUFACTURERS' REPRESENTATIVES

AGENTS:

UNITED BANK LTD.

NATIONAL BANK OF PAKISTAN

BRANCH : "GLACIER"

PHONES: 220663-224550 KARACHI
65912 LAHORE

TELEX NO. 24445 EVRST PK.

P. O. BOX 5753

2ND FLOOR HAJI ADAM CHAMBER
ALTAF HUSAIN ROAD.

REF. NO. EC/1987

KARACHI-2
(PAKISTAN)

25th June, 1982

Messrs.

AOTEAROA INTERNATIONAL,
PO BOX 1615,
AUCKLAND (NEW ZEALAND)

Dear Sirs,

RE: OVER-ISSUED MAGAZINES SHIPPED PER
"M.V. FAISAL"

Thanking you for whatever cooperation was extended by you, we regret not having received any reply to our telex No.879/395 of 16th ultimo, in which we informed you that the goods contained 300 old Newspapers and Magazine covers, even though our contract is very clear for only and only Over-issued un-circulated unstapled magazines. There is no justification for inclusion of such inferior material as per our said telex. As the price for such mixed material is very low, we are finding it difficult to sell the goods even at our cost price and the entire consignment is lying un-sold and intact.

One of our local customers expressed interest in the purchase of same but on examining the goods it was revealed that a sizeable portion of Computer Cards with vouchers, as per enclosure, are also included in the consignment. We have rated you as a top and most reliable Organization. It is, therefore, most unfortunate that the supply should be contrary to contract, thus exposing us to a totally un-natural loss. We, therefore, request you to please immediately look into the matter and advise us as to how you intend to compensate us for the supply of inferior goods.

SHORT-SHIPMENT OF THREE PALLETS:

Referring to your telex of 7th April, 1982, please note our goods are insured only for C&F value but we had to pay also 35% Import tax on three pallets which were short-shipped from Dubai. According to our Governmental regulations, it is impossible for us to obtain refund of 35% local tax which had to be paid according to invoice irrespective of short-landing. While we are covered for C&F cost, we rely upon you to protect us in respect of 35% tax paid by us on three pallets.

Cont'd.....2/-

BRANCH: 207, ZULQURNAIN CHAMBER, GANPAT ROAD, LAHORE

REST Corporation 2ND FLOOR, HAJI ADAM CHAMBERS, ALTAH HUSSAIN ROAD, KARACHI-2 (PAKISTAN)

-:0(2)0:-

BALANCE AMOUNT - L/C EXTENSION:

Referring to your telex of 1st instant, we have instructed our bankers to transfer this L/C to Singapore. We shall, therefore, appreciate if you please release the un-utilised L/C to your bank requesting them not to return same to the opening bank but transfer it to Singapore party according to the telegraphic instructions being sent by the opening bank. Your careful compliance will be greatly appreciated.

Awaiting an early favourable news and assuring you of our very best cooperation, we remain,

Yours faithfully,
For REST Corporation



Wrightson NMA Limited

ADVICE OF INPUT FORMS DISPATCHED
(Use Separate Advice for Each Type of Form)

No. 717

Routine	Season	Area	Sale
T	2	2	6
Batch No.	72		
Type of Routine	m		
	[House icon]		

Number of Forms in Batch	20
GROSS WEIGHT	487 68101
LESS TARE NET WEIGHT (or Amount if Deduction Advice)	1205 66896

FROM: PUNEDIN

TO: COMPUTER DIVISION

P.O. BOX 3249
WELLINGTON

Operation	Date Op Completed	Operators Initials
Checked 19 ..	
Punched 19 ..	
Verified 19 ..	

If this is the last batch for this sale please mark X in the square.

179

08

281

NOTE NZ21931
SCALES NZ3351
28/6/82 OA
ACTEAROA INTERNATIONAL LTD.

ATTN MR P. CASH.

DEAR MR CASH,

80

119

REF TO LAST WEEK'S TELECON RE YOUR REQUEST FOR
DELIVERY INFORMATION IN BOMBAY. AFTER HAVING HAD FULL DISCUSSIONS
WITH OUR HEAD OFFICE, IT HAS BEEN DECIDED THAT THIS INFORMATION
WILL ONLY BE GIVEN TO YOU AFTER YOU HAVE PAID FREIGHT FOR THE
CARGO INVOLVED.

I DO HOPE YOU UNDERSTAND THE SERIOUSNESS OF THE SITUATION.

O. ANDERSEN,
SCANCARRIERS

+++

SCALES NZ3351*
NOTE NZ21931
1029 PHN

180A

16.36 ☉
18788a sa n

37838Z CORV NL 28-6-1982 DINGEMANSE/MK 16.15 HRS

KF
—

FROM CORNELDER FLUSHING
TO SCAN CARRIERS
ATT.: MR. K FLAATHEN

RE: WASTE PAPER

FOLLOWING INFORMATION RECEIVED FROM SURVEYOR:
PAPER VERY BAD SORTED - ALL KINDS OF PAPER
THROUGH EACH OTHER AS: CARBOARD - NEWSPAPER -
ALL KINDS OF PACKING MATERIAL (NO COMPUTER PRINTS)
MOST OF PAPER PRINTED WITH INK (BLACK AND COLOURED)
IN THIS CONDITION IS THIS QUALITY ON EXCEPTABLE
FOR NORMAL INDUSTRIAL USE.
PRICE WHICH WE CAN GET FOR THIS PAPER :
DFL. 85,- PER 1000 KG. - BUT FREE OF ALL EXPENSES
UPTILL LOADED ON TRUCK. ALL EXPENSES FOR YOUR ACCOUNT
AS LOADING EXPENSES UPTILL TRUCK AND IMPORT DUTIES.

DFL 85!
even
worse
than
we
thought


+++

WITH BEST REGARDS,
CORNELDER FLUSHING
DINGEMANSE☉
18788a sa n
37838Z CORV NL

Kuro 228.55
o/k = 194,26

81

81

SHIPPER Motecron International Ltd, P.O. Box 1515, Auckland		BILL OF LADING FOR COMBINED TRANSPORT OR PORT TO PORT SHIPMENT		B/L No. AK/SMY 1 BOOKING REF. NO. 167
CONSIGNEE To order of Carter & Mack Foreign Dept, Bombay, India		 A.S.L. CONTAINER LINE Accepted by the Carrier from the Shipper in apparent good order and condition otherwise noted hereon the total number of packages as indicated hereon and that the Shipper to comprise the cargo specified hereon and to be transported in accordance with the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Receipt to the Place of Discharge, which ever applicable, to the Port of Discharge or the Place of Delivery, which ever applicable. On presentation of this document duly endorsed to the by or on behalf of the Holder, the rights and liabilities arising in accordance with the Terms hereof shall without prejudice to any rule of common law or statute law be binding upon the Shipper, Holder and Carrier become binding in all respects between the Carrier and Holder as though the contract contained herein or otherwise hereof had been made between them.		
NOTIFY PARTY Notify Buyers Agents for General Products Ltd, Akshaya House, 100, Park Street, Bombay 400003, India				
PRE-CARRIAGE BY	PLACE OF RECEIPT Auckland			
OCEAN VESSEL / VOY No S.S. ... / 1	FORT OF LOADING AUCKLAND			
PORT OF DISCHARGE Bombay	PLACE OF DELIVERY			
CONTAINER No MARKS AND NUMBERS UFGU 041485 (0) FCL/CL UFGU 630937 (2) FCL/FCL UFGU 099002 (9) FCL/FCL UFGU 208861 (2) FCL/FCL UFGU 625324 (1) FCL/FCL	QUANTITY AND TYPE OF PACKAGES, DESCRIPTION OF GOODS SAID TO BE IN CONTAINER 50000 M.T Computer Printout Waste Paper as per contract to UFGU/ Auckland/001/02 dated 2/1/82 of 1/3 and 2/3 Industrial Corporation, India SHIPPED ON BOARD 50000 Containers 50000 M.T Computer Printout Waste Paper FREIGHT PREPAID		GROSS WEIGHT KG 60,000	MEASUREMENT
	FREIGHT NOMINEE FCL/FCL		SHIPPERS LOAD AND COUNT House to Pier, and extra expenditure including destuffing charges will be for Motecron International Ltd account	
TOTAL No. OF CONTAINERS/FLATS, PALLETS/PACKAGES/QUANTITY OF OTHER CARGOES (IN WORDS) ** Five Containers (5) CG				
AS FAR AS BILL OF LADING COVERS COMBINED TRANSPORT IT IS BASED ON THE UNIFORM RULES FOR A COMBINED TRANSPORT DOCUMENT (I.C.C. BROCHURE No 298) Shippers are requested to note particularly the terms and conditions on the face and back of this Bill of Lading 1. All charges on cargo comprised in the within Bill of Lading incurred in complying with requirements of Health Authorities at any Port or Ports en route, including Ports of Transshipment and/or discharge, shall be paid by Consignee 2. Harbour Dues, Quayage or Landing Charges, if any, payable at destination by Consignees before delivery of the goods 3. Not liable for fading or decaying of marks or numbers or bursting of bands or errors in countermarking 4. Weight unknown, any reference in this Bill of Lading to weight is for the purpose of calculating freight only 5. No responsibility will attach to the Ship, the Company, or its Agents through any failure to notify Consignee of the arrival of cargo 6. Nothing in the above clauses shall in any way restrict or prejudice any other liberties or exceptions in this Bill of Lading IN WITNESS whereof the Master or Agent of the vessel has affirmed to the above stated number of Bills of Lading, all of this tenor and date, one of which being accomplished the others to stand null and void		TYPE OF SERVICE FCL/FCL X FCL/LCL LCL/FCL LCL/LCL B/BULK	FOR CARRIERS USE	
PLACE OF RECEIPT AUCKLAND	PLACE OF DELIVERY BOMBAY	AS AGENTS FOR THE CARRIER ISSUED AT Auckland DATE 30 JUN 1982	No. OF ORIGINAL BS 2/132	

PARTICULARS DECLARED BY THE SHIPPER

182

UNITED LINER AGENCIES OF INDIA (PRIVATE) LTD.

TELEGRAMS :
ALL OFFICES : "ULINERS"
TELEX NO. 011-2659-6389, A/B.ULA IN
TELEPHONES :
266451, 266452, 266453.

ALSO AT
CALCUTTA - HEAD OFFICE
AND
MADRAS.

P. O. BOX NO. 1281,
MAHINDRA SPICER BLDG.,
J. N. HEREDIA MARG.
BALLARD ESTATE.
BOMBAY-400 038

001661

July 2, 1982

Scan Carriers A/s
Qalo.

Dear Sirs,

m.v. 'BARRANDUNA " Voy.72

As requested in your telex of 16/6/1982, we forward
12 out of 14 original bills of lading for Bombay consign-
ments ex New Zealand transhipped at Dubai into m.v. "UNIBAKSH"
Voy.26.

Bills of Lading Nos NA-6 and A-57 have not been surrendered
to the Shipping Company *yet*

We will pursue the matter and revert.

Yours faithfully,
per pro: UNITED LINER AGENCIES OF INDIA (PVT) LTD.,



Encls:
BV:RGK

TE	MAHINDRA SPICER BLDG.	400
07. 07. 82		
BALLARD ESTATE.		

183

ScanCarriers

PÅAB
P.O.Box 2122
60002 NORRKÖPING
Sweden

ScanCarriers A/S

Maries vel 20
P.O.Box 210, N-1322 Høvik, Norway
Telephone: 02 - 12 10 50
Telex: 18 788
Telegrams: SCANZ
Bankers: Christiania Bank og Kreditkasse, Oslo
Hambros Bank Ltd., London

Your ref.

Our ref.

Date

2nd July, 1982.

INVOICE NO. ...0350182.....

DESCRIPTIONS AND CONDITIONS	CURR.	AMOUNT
261 M/T Waste Paper á SEK 100,-	SEK	SEK 26.100,- -----

183A

KF

10.56 ⊕
18788c sa n⊕
18788c sa n
11 2659 ULA IN

how would you then
ever be able to
take lien in cargo?

ZCZC
OSLSM
.BOMULEA

TO SCANCARRIERS OSLO
FM ULINERS BOMBAY 820706 1415 HRS RSC/PL

BARRANDUNA/72 -249.66 M/T WASTE PAPER

REF YRTLX KF/JGS OF 5/7 WE CFM CARGO STILL UNDELIVERED STOP MANY
BALES HAVE BURST AND CONTENTS STREWN OVER IN SHED AND BEING GRADUALL
Y
SWEPT AWAY.

UNDER PORT REGULATIONS CARRIER IS NOT ENTITLED DISPOSE OF CARGO
WHICH ACCORDING TO MANIFEST IS CONSIGNED TO AN INDIAN IMPORTER.
AFTER A MINIMUM PERIOD OF 2 MONTHS (WHICH USUALLY EXTENDS TO MANY
MORE MONTHS), PORT TRUST WILL AUCTION THE CARGO STOP AGAINST THE
MEAGRE SALE PROCEEDS PORT TRUST WILL OFFSET THE HEAVY STORAGE
CHARGES, THE CUSTOMS DUTY AND THE SALE EXPENSES AND JUDGING FROM
PAST EXPERIENCE OF SUCH AUCTIONS THE RESULT WILL BE A DEFICIT STOP
PORT TRUST HAS BEEN TRYING TO RECOVER SUCH DEFICITS IN THE PAST
FROM CARRIERS WHO ARE STOUTLY RESISTING SUCH DEMANDS AND MANY
COURT CASES ARE PENDING ON THIS ISSUE STOP OF COURSE IN THIS CASE
THE CARRIERS WILL BE THE OWNERS OF UNIBAKSH WHICH PERHAPS MAY BE
SOME CONSOLATION TO YOU.

+++
06071420

not really

NNNN⊕
18788c sa n
11 2659 ULA INMMMM

183 B

(82)

Interview/Telephone A/c O/D \$42051 as at 5 July 1982 dishonoured cheque \$310
with the answer present again.

Name: AOTEAROA INTERNATIONAL

Date: 5.7.82

Record No. S/L/A

Initials: G

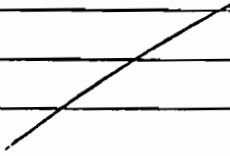
83

134

Interview/Telephone A/c O/D \$43,860 as at 5 July, dishonoured cheque the answer present again \$2,114-00.

Name: AOTEAROA INTERNATIONAL LTD	Date: 7/82	Record No. S/L/A	Initials: J
----------------------------------	------------	------------------	-------------

Interview/Telephone A/c O/D \$37,100 Reversed A/P \$29-50 and dishonoured
cheques \$2,019-39 \$130-00 with the answer Present Again



Name. AOTEAROA INTERNATIONAL LTD	Date: 14 7.82	Record No. S/C/A	Initials: B
----------------------------------	---------------	------------------	-------------

Interview/Telephone A/c O/D \$35,204 as at 13 July 1982 dishonoured cheque
1329-92 with the answer Present Again.

Name: ACTEAROA INTERNATIONAL	Date: 15/7/82	Record No: S/LIA	Initials: J
------------------------------	---------------	------------------	-------------

187

86

Interview/Telephone A/c O/D \$37,914 as at 16 July 1982 dishonoured the following
cheques with the answer Present Again \$2,307.70, \$308-04.

Name. ACTBARCA INTERNATIONAL LTD	Date: 16 JUL 82	Record No. S/L/A	Initials: /
----------------------------------	-----------------	------------------	-------------

81

188

EARL, KENT, & CO.

BARRISTERS AND SOLICITORS
PARTNERS
 A. G. HADLEY, LL.B.
 S. H. CLAPP, B.A., LL.B. (N.Z.)
 LL.M. (HARVARD)
 A. C. RATTRAY, LL.B.
 W. H. J. MARSH, LL.B.
 P. J. R. SARGENT, LL.B.
 P. G. SMITH, LL.B.

ASSOCIATES
 D. A. JOHNSTON, B.A., LL.B. (HONS.), B.C.L.
 D. J. HARVEY, LL.B.
 A. P. DUNCAN, LL.B.

GUARDIAN ASSURANCE BUILDING.
 (THIRD FLOOR)
 CORNER QUEEN & DARBY STREETS.
 AUCKLAND 1, N.Z.
 P.O. BOX 222
 TELEGRAMS AND
 CABLES HALSEARL
 TELEPHONE 32-164

81

21st July 1982

Messrs Chapman Tripp
 Solicitors
 P.O. Box 993
WELLINGTON 1

For Mr Broadmore

Dear Sirs,

re: Aotearoa International Limited
 and Scan Carriers

We would refer to your letter of the 13th inst and our subsequent discussions.

2. We note that the form of Club Letter differs from the draft agreed between Mr Broadmore and the writer in Auckland on 2.7.82. We had already noted, however, that Scan Carriers denied liability. Our client is prepared to accept the amended wording. Our client has also in the particular circumstances agreed to extend until 5 p.m. 23 July 1982 your client's right to decide whether or not it wishes to refer the security question to arbitration.

3. Our principal purpose in writing is to confirm the advice we have now given you as to our client's formulation of its claims for damages. The claims fall under three general headings:

A.	Damage suffered as a result of "Barraduna" short-shipment	\$39,896.29
B.	Loss of Profit damages in respect of failure to honour promotional freight arrangements	\$427,839.25
C.	Other consequential losses	\$480,298.83

4. This letter is written in some haste in the hope that same should reach you as requested tomorrow a.m. We intend to provide you with further particulars of the basis of claim and our formulation thereof as a matter of urgency. We would only record at this stage that the claim has been formulated on the very modest basis outlined with a view, if there is no earlier settlement, to same being submitted by mutual agreement to arbitration.

/cont'd...

188

- 2 -

21.7.82

5. Our client reserves all its rights otherwise, including most particularly the right to increase all claims.

There are certain other matters which may or may not arise, including possible claims by the Indian consignees and/or the Commercial Bank. We regard these as completely separate and independent matters.

Yours faithfully,
EARL KENT & CO.



BHC:mms

87

189

Interview/Telephone A/c O/D \$36,918 as at 19 July dishonoured cheques

32,019-39 and 329-50 with the answer Present Again.

Name: AOTEAROA INTERNATIONAL

Date: 17/7/82

Record No. J/L/A

Initials: J

Aotearoa International Ltd.



Specialist Exporters and Suppliers Secondary Fibre
Specialist Exporters Marine Products - General Exporters
P.O. BOX 1615 - AUCKLAND, NEW ZEALAND

Export Store: 1 Cowan St. Ponsonby, Auckland

CABLES: "AOTEX"

Phone 762-30

TELEX: AOTEX 21931

190

[Stamp: 1982]

The Manager,
Commercial Bank of Australia,
450 Queen Street,
AUCKLAND.

Aotearoa is also alarmed at the loss of \$131,421, compared with the previous years loss and we have taken immediate steps to not only reduce the loss, but to have a Trading profit at the end of the year.

Firstly can I point out a requirement of the Bank for the Company to reincrease capital, has cost as so far \$22,000.

Re queries in C.B.A. letter.

Lease of Van

Includes 4 vans and fork hoist.

Early last year we sold the Company vehicle and leased a van for myself. As at todays date we have given back 1 van and the forkhoist and are trying to arrange Data Waste to take over further van in Wellington.

Telephone

Also includes telex rental and charges.

We have also taken immediate steps to reduce this account by

- a) Cancelling distance extension service charge by discontinuing with Ponsonby Exchange number.
- b) Reducing Auckland office to one number.
- c) Dispensing with Seekers answer phone services for our operation in Wellington and using answer phone machine only.
- d) Reducing outgoing telexes to quote for firm enquiries only (all other quotations and information being sent by Post.

This should reduce our phone account by at least 50%.

Travel

Costs this year should only be \$20,000.

We had spent a substantial amount of money developing the Indian market and in light of the profit made on the Parraduna (see enclosed statement) and which should have been made on subsequent vessels we feel the amount spent was fully justified.

Cont/d

21st July 1962

RENT & RATES

We currently are negotiating sub lease agreements with tenants which will reduce our outgoings by at least 50%.

OTHER MAJOR REDUCTIONS

Staff has been reduced from nine down to presently four with possibility of transferring one further to Data Waste.



P. D. CASSIN

DIRECTOR

Aoteāroa International Ltd.

Log 66/40
7/191

Specialist Exporters and Suppliers Secondary Fibre
Specialist Exporters Marine Products - General Exporters
P.O. BOX 1615 - AUCKLAND, NEW ZEALAND

Export Store: 1 Cowan St. Ponsonby, Auckland.

CABLES: "AOTEX"

Phone 762-207

TELEX: AOTEX 21931

770-63

ACTUAL PROFIT FROM BARRADUNA

Total Tonnage Shipped	638.789 MT
Total Left Behind	280.610
Total Should have shipped	<u>919.399 MT</u>

<u>Commodity</u>	<u>Buying Price</u>	<u>Selling Price</u>	<u>Export Incentive</u>	<u>Profit</u>
136.30 MT CFC	28896.66	41407.59	4658.35	17169.28
280.32 MT Mixed	19622.40	35607.73	4005.87	19991.20
74.67 MT HWS	20907.60	31333.04	3524.96	13950.40
18.75 1/4 MT WL	2756.83	4679.00	526.39	2448.55
128.74 MT MAGS	Nil	8897.72	1000.99	9898.71
			Actual Profit	<u>\$63458.14</u>

Should have been above plus have already bought from supplier

271.12 MT Mixed	18978.40	34439.10	3874.39	19335.09
6.110 MT White	1710.80	2563.88	288.43	1141.51
3.380 MT Ledger	496.86	843.28	94.87	441.29
				<u>20917.89</u>

Therefore profit for Barraduna should have been 84376.03

The tonnages shipped on the Barraduna are similar to tonnages available per month.

We can collect per month

100 MT CFC
100 MT Pure White Woodfree
At least 600 MT Mixed Waste Paper
60 MT Magazines
40 MT White Ledger

Therefore if we had shipped at same prices as Barraduna with same exchange rate, Profits would have been:-

500 MT CFC	106,000	151898.73	17088.60	62987.33
500 MT HWS	140,000	209810.12	23603.63	69810.12
3000 MIXED	210,000	381075.95	42871.04	213946.99
300 MT MAG	Nil	20734.17	2332.59	23066.76
200 MT LEDGER	29,400	49898.73	5613.60	26111.60
				<u>395922.80</u>
			Profit for further shipments	<u>395922.80</u>

Cont/d

Total Profit six month contract period would have been		480298.83
Less already obtained Barraduna		<u>63458.14</u>
Total for remaining contract period		416840.69

However the US exchange rate has firmed since first shipment and is now (as at 16/7/82) .7490 so figure could have been increased by up to 6%.

However Aotearoa had negotiated Increases in prices from India as per contracts

No PP/NewZealand 95/82 75 MT Ledger @ US\$317.10 same price
No UPPML/New Zealand/57/82 200 MT Mixed Price @ US\$240 difference of \$19.65
US Currency Total difference NZ currency \$5678.07

No GPPML/NewZealand/61/82 400 MT White @ US\$448.25 Price diff \$3.25
400 MT Mixed @ US\$250 Price diff + \$10

Overall Price difference \$6.75
= \$1419.52

Total difference on contracts \$10998.56

Aotearoa is also holding LCs

No PS 333/82 United Commercial Bank 100 MT White Ledger @ \$317.10

No PS 332/82 United Commercial Bank 50 MT Mixed at \$233.80 Price increase \$13.50
from same Mill as Parraduna shipment

948/82 Canara Bank 100 MT Pure prime kraft US\$306 MT

128/BTC/26/82 Indian Overseas Bank 75 MT Pure prime kraft @ US\$290
and 25 MT OCC @ US\$190

Both L/C Nos 948/82 and 128/BTC/26/82 are new products not sold to India previously and ruined by Scan.

Aotearoa had budgeted for sales of \$3 Million dollars for the next three years, however with Scans refusal to accept their contract we are struggling to survive let alone reach last years figures of \$880,000.

We feel we should be adequately compensated for the loss of business suffered for the next three years.

Based on the six months contract period this amount should be

\$2,956,614.74

Aotearoa International Ltd.

89

Specialist Exporters and Suppliers Secondary Fibre
 Specialist Exporters Marine Products - General Exporters
 P.O. BOX 16151 AUCKLAND, NEW ZEALAND

191

Export Store: 1 Cowan St. Ponsonby, Auckland

CABLES: "AOTEX"

Phone 762-2

TELEX: AOTEX 21931

7100

ACTUAL PROFIT FROM BARRADUNA

Total Tonnage Shipped	638.789 MT
Total Left Behind -	<u>280.610</u>
Total Should have shipped	<u>919.399 MT</u>

<u>Commodity</u>	<u>Buying Price</u>	<u>Selling Price</u>	<u>Export Incentive</u>	<u>Profit</u>
126.30 MT CPC	28896.66	41407.59	4658.35	17159.28
280.32 MT Mixed	19622.40	35607.73	4005.87	19981.20
71.67 MT WWS	20907.60	31333.04	3524.96	13950.40
18.75 MT WL	2756.83	4679.00	526.39	2418.55
108.71 MT MGS	Nil	8897.72	1000.99	8897.72
			Actual Profit	<u>86315.15</u>

Should have been above plus have already bought from supplier

271.1 MT Mixed	18978.40	34439.10	3871.39	12335.09
6.110 MT White	1710.80	2563.88	288.43	1111.51
3.380 MT Ledger	496.80	813.28	94.87	111.79
				<u>13558.39</u>

Therefore profit for Barraduna should have been 86315.15

The tonnages shipped on the Barraduna are similar to tonnages available per month.

we can collect per month

- 100 MT CPC
- 100 MT Pure White Woodfree
- at least 600 MT Mixed Waste Paper
- 60 MT Magazines
- 40 MT White Ledger

Therefore if we had shipped at same prices as Barraduna with same exchange rate, profits would have been:-

100 MT CPC	106,000	151898.73	17088.60	62987.23
100 MT WWS	110,000	209810.12	23603.63	69814.19
3000 MIXED	210,000	381075.95	42871.04	213940.94
300 MT WWS	Nil	20734.17	2332.59	23066.78
200 MT LEDGER	29,400	49898.73	5613.60	26111.60
				<u>305912.74</u>
			Profit for further shipments	<u>305912.74</u>

Cont'd

International Ltd

Total Profit six month contract period would have been	1,809,83
Less already obtained Barraduna	<u>624,11</u>
Total for remaining contract period	1,185,72

However the US exchange rate has firmed since first shipment and is now (as at 16/7/82) 1.7490 so figure could have been increased by up to 6%.

However Cotevra had negotiated increases in prices from India as per contracts

No 77/New Zealand 95/82 75 MT Ledger @ US\$317.10 same price
 No 100/1/New Zealand/57/82 200 MT Mixed Price @ US\$240 difference of \$19.65
 NZ currency Total difference NZ currency \$5678.07

No 31/1/New Zealand/61/82 400 MT White @ US\$448.25 Price diff \$3.25
 400 MT Mixed @ US\$250 Price diff + \$10

Overall Price difference \$6.75
 = \$1419.52

*By multiplying in 100 - ...
 an error in 25 ...
 it has been ...
 increase 13*

Total difference on contracts \$10998.56

Cotevra is also holding LCs

No 10 333/82 United Commercial Bank 100 MT White Ledger @ \$317.10

No 10 332/82 United Commercial Bank 50 MT Mixed at \$233.80 Price increase \$13.50
 from same Mill as Barraduna shipment

94/8/82 Canara Bank 100 MT Pure prime kraft US\$306 MT

128/25/26/82 Indian Overseas Bank 75 MT Pure prime kraft @ US\$290
 and 25 MT OCC @ US\$190

Both L/C Nos 94/8/82 and 128/BTC/26/82 are new products not sold to India previously and priced by Scan.

Cotevra had budgeted for sales of \$3 Million dollars for the next three years. However with Scans refusal to accept their contract we are struggling to survive let alone reach last years figures of \$880,000.

We feel we should be adequately compensated for the loss of business suffered for the next three years.

Based on the six months contract period this amount should be

\$2,956,614.74

192

EARL, KENT, & CO.

ATTORNEYS AND SOLICITORS

PARTNERS

A G MASSEY, LL.B.

B H CLARK, B.A., LL.B. (HON. I.C.L.)

LL.M. (HARVARD)

A C RATTRAY, LL.B.

W H J WARREN, LL.B.

P J R BARRETT, LL.B.

P G SMITH, LL.B.

ASSOCIATES

D A JOHNSTON, B.A., LL.B. (HONS.), B.C.L.

D J HARVEY, LL.B.

A F DUNCAN, LL.B.

GUARDIAN ASSURANCE BUILDING

(THIRD FLOOR)

CORNER QUEEN & DARBY STREETS

AUCKLAND 1, N.Z.

P.O. BOX 222

TELEGRAMS AND

CABLES HALSBEAR

TELEPHONE 32-184



26th July 1982

Messrs Chapman Tripp
Solicitors
P.O. Box 993
WELLINGTON 1

For Mr Broadmore

Dear Sirs,

re: Aotearoa International Ltd/Scan Carriers

We would refer to our letter of the 21st inst. We have received your Notice dated 23 July 1982 referring the security question to the arbitration of Mr Stuart Ennor. Our client requires this aspect of the matter to be resolved without any unreasonable delay. We propose, unless you have any objection, speaking to Mr Ennor and asking him to fix a time and venue.

This is an open letter and such is intended to give you and your Principals particulars as to the basis of our client's claim under the three headings previously advised:

- A. Damage suffered as a result of "Barraduna" short shipment \$39,896.29

As you are aware, 280.610 was left behind on the very first shipment. This was an obvious breach of contract. Had the cargo been shipped, then there was available awaiting negotiation Letter of Credit. The f.o.b. price of our client's contract for 271.12 tonnes was \$34,439.10 and under the Export Incentive Scheme our client Company, in addition was deprived of an incentive bonus in the additional amount of \$3874.39.

We understand that this particular cargo was despatched on a later ship, although for some reason or other, it would seem that your client did not see fit to issue any form of shipping documentation. More importantly, perhaps the cargo has apparently never reached the consignee and certainly our client has received no payment. It appears to us that the measure of damages in this instance in contract and/or conversion would be the same.

There was a small balance of 6.10 tonnes white waste and 3.78 tonnes ledger waste originally short-shipped which has never been taken forward. This product has a residual value. Our client Company therefore claims on the loss of contractual profit amounting to \$1582.80 c.

/cont'd

B. Loss of Profit damages in respect of failure to honour promotional freight arrangements: \$427,839. 25

The basic contractual arrangements as to the "promotional" freight were agreed orally here in Auckland and included advice from Mr D. Teskie of the East Asiatic Company as to there being space available. Our client Company would have shipped on three or four monthly shipments from the end of March until the end of July approximately 4500 metric tonnes of various grades of waste paper and for a profit calculated at the same prices as the "Barraduna" shipment (at the same Exchange rate) of \$480,298.83. Credit is given for the profit achieved on the shipment on the "Barraduna" of \$63,458.14, leaving a balance of \$416,840.69. To this must be added an anticipated price differential of \$10,998.56, giving the total figure as set out above of \$427,839.25.

C. Other Consequential Losses: \$480,298. 83

This claim relies on both the first and second rules in the well-known case of Hadley Baxendale.

Our client would have been able to continue its exporting business to India beyond the ScanCarriers' promotional rate period (if necessary by charter arrangements) if it had not been for your clients' breaches of contract. As things stand at the moment, its market in India has been effectively destroyed, at least for the time being, and some of its local suppliers have been forced to seek alternative markets, having regard to what has transpired.

The profit calculation figure base is the same as under "B" above and accounting evidence will be adduced at the hearing of the case.

We have made the suggestion that this matter should be referred to commercial arbitration. Litigation in the Admiralty Division of the High Court will inevitably involve both sides in time, trouble and not inconsiderable expense. Our client may have to avail itself of some of the interlocutory facilities available in the High Court such as discovery but this and other relevant matters could, we think, be covered by an appropriately worded form of Submission.

In view of Mr Ennor's appointment as Sole Arbitrator on the question of security, we have authority to say that he would be accepted also as sole arbitrator on the merits.

We await your early response to the matters raised herein.

Yours faithfully
EARL KENT & CO.

BHC:mms

193

90

Interview/Telephone A/c O/D \$37,956 against L/- \$35,000 as at 22 July
reversed A/P \$34-50 with answer Insufficient Funds, dishonoured
check 10/07-80 with the answer ~~XXXXXXXXXX~~ Refer to Drawer.

Name. AOTEAROA INTERNATIONAL

0025 7 82

Record No.

S/L/A

Initials: ✓

Interview/Telephone: with Director Paul Cash, Accountant Tony Watson, Mr Bill Atkinson from the Small Business Agency and Miss Dale Sutherland of the Development Finance Corp. Co is in arrears \$3,300 under the DFC Loan of \$14,000 provided to assist purchase paper press. Mr Cash furnished letter from the Inland Revenue Dept. advising that further export tax credit of \$45,523 is due to the Co. It is hoped that funds will be received within the mth. Co is looking for F/A \$45,000 to cover pressing creditors and meet suppliers. Advised Mr Cash Bank unable to

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone assist immediately however, would consider proposal following receipt of the viability of Co at date. Advised Mr Cash and others that the Bank's attitude is being slightly tainted by the fact that recent negotiations \$55,000 is causing major problems and there is some likelihood that Bank may be suffering substantial loss. Mr Cash in turn supplied copies of correspondence between lawyers, Earl Kent & Co. and correspondence from Chapman, Tripp Solicitors Wellington re. shipment under the "Barranduna". Mr Cash would like to think that

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone Bank could assist in some way with his case against shipping Co. Advised him the Bank may consider matter on receipt of details and formal written submissions from his lawyers. I undertook to discuss matters with his Solicitor, Mr Clark, of Earl Kent. The DFC are concerned about their and I later spoke to Mr Richard Connell of Connell & Connell Solicitors who is pending cheque \$50,000. I advised Mr Connell that at this stage Bank could not be met on presentation. Mr Cash is upset that Bank may be considering that he

Name:	Date: / /	Record No.	Initials:
-------	-----------	------------	-----------

Interview/Telephone has been instrumental with problems with D/C negotiation as above. However he feels that as the ANZ Bank and this Bank deemed the negotiation documents in order, he finds it extremely difficult to understand why off shore Bank has declined to accept documents presented. Matters to be held in abeyance pending receipt of Accountants advices.

Name: AOTEAROA INTERNATIONAL LTD	Date: / /	Record No. S/L/A	Initials: B/W
----------------------------------	-----------	------------------	---------------

Interview/Telephone Further to previous D/y note Solicitor Clark of Earl Kent & Co. advised he is writing to Bank summarising overall position as he sees it. Together with request that perhaps Bank could assist Aotearoa International Ltd in a supporting role with their case against ~~Sea~~ Carriers. Meanwhile, we have received from Accountant Watson, letter together with statement of Co's present position. Will sec clerk please urgently submit Form T/- for F/A \$45,000 pending

Name:	Date: / /	Record No.	Initials: B/Fwd.
-------	-----------	------------	------------------

195

83

Chapman Tripp

Barristers and Solicitors

PARTNERS

R. W. Baird LL.M. B. Com. ACA	J. R. Luxford LL.B.
B. C. Spring LL.B.	T. J. Broadmore BA LL.B.
T. W. Bienenhasselt LL.B. Notary Public	B. T. March LL.B.
N. E. Gray LL.B.	B. J. Brown LL.B. (Hons)
B. R. Boon LL.B.	P. A. Barnett LL.M.
P. Stone LL.B.	B. C. Brosnahan BA LL.B. (Hons)
D. N. Drower LL.B.	P. W. O'Regan LL.M.
C. R. Carruthers LL.B. (Hons)	B. H. W. Hutchinson LL.B. (Hons) B. Com.
M. C. Wallis BA LL.B. LL.M. (Lond)	P. W. Bennett LL.B. (Hons)
J. P. Gately LL.B.	R. J. Wilson LL.B. (Hons)
R. A. Armstrong LL.B. BCA	S. L. Franks BA LL.B. (Hons)
W. A. Reece LL.B. Notary Public	J. P. Greenwood LL.B.
R. M. Crotty LL.M. LL.M. (Virginia)	

PO Box 993 Telephone (04) 739-109.

Cables and Telegrams 'Chapco' Telex NZ31177
 Fax: Tel. 727-111 Gp 1/2 (Dex. 4200)
 1 Grey Street
 Wellington 1 New Zealand

If writing please quote our reference **TJB/LMG**
 If calling please ask for **Mr Broadmore**

ASSOCIATES

N. W. Ingram LL.B. (Hons) PhD (Cantab)	J. M. Wilson LL.B.
G. J. Thwaite BA LL.B. (Hons)	

28 July 1982

Messrs Earl Kent & Co
 Solicitors
 PO Box 222
AUCKLAND

For Mr Clark

Dear Sirs

Aotearoa International Limited and ScanCarriers

Thank you for your letter of 26 July.

2. We have been instructed to refrain from further contesting the amount of the security. The Club letter may therefore stand for NZ\$275,000.00. We shall arrange for a fresh letter to be issued by the Swedish Club, deleting however the proviso at the end concerning arbitration over the amount of the security.

3. The paper shipped on BARRANDUNA is at present stored in a wharf store in Bombay. As we understand the position, the Commercial Bank of Australia Ltd. appear to be the owners of this paper by reason of the endorsement of the bill of lading back to them by the Indian Bank named as consignees. We think we could obtain instructions from ScanCarriers to authorise the deletion of the "freight not paid" notation on the bill of lading if the freight was in fact paid. We note that the Commercial Bank would need to be involved in any such arrangement.

4. The paper shipped on TARAGO has been sold.

Yours faithfully,
CHAPMAN TRIPP



196

Interview/Telephone C/Fwd. pending receipt of tax refund as per Inland Revenue Dept. letter of 26/7/82 on the basis that Bank will hold irrevocable A/- from Co acknowledged by IR dept. for receipt of funds. Mr McCawley, Intl Dept, Z/M/O telephoned and is seeking report previously requested from Messrs Peterson and Brittain. Advised him this will be forwarded next week on Mr Peterson's return from furlough. I have agreed to send to him today photostat copies of correspondence from Earl Kent Co and Chapman Tripp re. *claim* against *Scun* Carriers

Name: AOTEAROA INTERNATIONAL LTD	Date: 27/7/82	Record No. S/L/A	Initials: <i>MA</i>
----------------------------------	---------------	------------------	---------------------

The Manager,
Everest Corporation,
P.O. Box 5753,
2nd Floor Haji Adam Chambers,
Altaf Hussain Road,
Karachi - 2,
PAYISTAN.

Dear Sir,

Firstly let me say I regret the delay in replying to your queries, as I have been travelling extensively.

We refer to your last telex.

Please note we regret our bank states it is unable to forward Letter of Credit onto Singapore as you request as they are only in receipt of telex L/C. If they pass onto Singapore they would have to on their form and could become liable in same way.

Ref your letter dated 26th June. We deny any old newspapers were supplied. We did supply a quantity of overissued newspapers to make up the tonnages.

Re Magazine Covers: Please note the Magazines are sorted before palletising, however we cannot deny a small quantity may have shipped through:

Re Computer Card and Vouchers: Please note as these two products are worth substantially more than the magazines namely US\$4.20 for Computer cards and US\$2.95 for vouchers as recyclable material we presume you would have only received a very small quantity. If we were Everest Corporation we would have been pleased to receive a substantial quantity of the above as profit on this line would be substantial. We suggest you sell to any paper Mill in Karachi.

Re Short Shipment Three Pallets: We must reiterate our early advice to claim your total loss from the Shipping Company as the amount shipped and Invoiced for was signed for by them. It is in our opinion their responsibility.

We regret these problems arising as a result of our first shipment and trust you will not be faced with similar problems in the future.

Yours faithfully,
AOTEAROA INTERNATIONAL LTD

P.A.D. Cash,
MANAGING DIRECTOR.

94

198

EVEREST

Corporation

ESTD. 1953

IMPORTERS. EXPORTERS. MANUFACTURERS' REPRESENTATIVES

AGENTS:
 FEDERAL BANK LTD.
 NATIONAL BANK OF PAKISTAN
 BRANCH: { GRAM : "GLACIER"
 PHONES: 220863-224550 KARACHI
 65912 LAHORE
 TELEPHONE NO. 24445 EVRST PK.

P. O. BOX 5753
 2ND FLOOR HAJI ADAM CHAMBERS
 ALTAH HUSSAIN ROAD.

REF. NO. EC/2404

KARACHI-2 18th August, 1982.
(PAKISTAN)

Messrs,

AOTEAROA INTERNATIONAL LTD.,
 PO BOX 1615,
AUCKLAND (NEW ZEALAND)

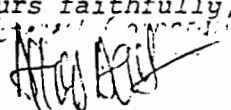
Dear Sirs,

We are very much disappointed by the contents of your letter of 5th instant. We had requested you to intimate us name of the surveyor through whom we could arrange inspection/survey of the goods but regretfully same has not so far been received from your end. We have suffered heavy losses on account of the supply contrary to contract and also the short-shipment and the Company is also not favouring us Certificate for short-landing. We, therefore, once again request you to please personally look into the matter and intimate us as to how you intend to compensate for the losses.

TRANSFER OF BALANCE AMOUNT OF UNUTILIZED L/C

It is very important that we should be able to utilize the balance unutilised amount of this L/C from Singapore. Therefore, please find this out from your bank and inform us as to how the balance amount of the L/C can be transferred to Singapore.

Awaiting an early favourable news and assuring you of our very best cooperation, we remain,

Yours faithfully,
 For Everest Corporation


Sampoorna Enterprises

Exporters, Indenting Agents & Suppliers of Industrial Raw Materials

Cable: CRYSTAL
Phone: ~~22778~~ (P. P.)
31043

4. EAST SAMBANDAM ROAD
COIMBATORE-641002
Tamil Nadu - S. India.

~~10/6 Devangapet Street No. 2~~
COIMBATORE-641001
S. India

Ref:

Dated: August 26, 1972

M/s. Aotearoa International Ltd.,
P.O. Box 1615,
AUCKLAND, NEW ZEALAND.

Kind Attn: Mr. P. A. D. Cash, Mg. Director:

Dear Mr. Cash,

In response to our cable and telex messages, we received your cable of the 18th instant advising of your inability to accept our terms. It is indeed unfortunate that you could not agree to 180 days or 150 days credit though we procured the rates of U.S. \$ 390/- for Hard White Shavings (H 365/- for Computer Printout (CPO) and 315/- for Manifest Ledger (MFL), C&FC3 Madras Port and Less Discount \$10. Your final rates were offered, vide your letter of May 25th at \$15/- less for CPO and MWL but in order to cover your expenses by way of interest and Discount, we could negotiate to the extent of an increase of \$15/- per Tonne for CPO and MWL only. It appears that the American Sellers have since quoted lesser rates with 180 days time for payment against to some buyers in India and with the result, some of the buyers are taking advantage of the situation. However, what has developed till now can be ignored and let us start afresh all over again so as to cover more Mills also.

Cont'd. 2.

Sampoorna Enterprises

Exporters, Indenting Agents & Suppliers of Industrial Raw Materials

Cable: CRYSTAL
Phone: ~~2222~~ (p. p.)
31043

4, EAST SAMBANDAM ROAD,
COIMBATORE-641002,
Tamil Nadu - S. India,

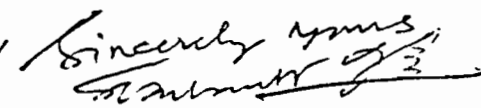
~~10, 3, DEVANGAPET STREET NO. 2~~
COIMBATORE-641001
S. India

Ref: _____

— 2 —

Dated: August 26, 1982

- I may now request you as follows:
1. For any future business, kindly ensure that all rates quoted by you are inclusive of \$10/- as Discount and are always on the basis of C.I.F.C 3. We need not mention this, time and again, in our calls. Besides, this will enable me to negotiate and bargain accordingly with the Mills. For example, if a Buyer does not want the Discount but desires reduction in the Rates, I could work out a reduction of upto \$10/- which will specifically be intimated to you.
 2. Please be good enough to let me have your fresh ^{and quotations} samples of HWS, CPO, MWL, Mixed Waste, O.C.C. and N.C. Kindly ensure sufficient quantities are sent so as to enable me to submit to atleast 10/15 Mills to start with. Samples of O.C.C. and N.C.C. could be a little less. Very good sales are possible.
 3. Kindly also intimate the source of origin.
 4. Regarding Terms of Payment against L/C, you will be intimated by Cable or Telex. The payments of Discount and Commission ^{will have to be as per our advise}
 5. If I want to talk to you over the telephone, kindly let me know your telephone numbers at your office and residence and also the timings. As you know, your time is ahead of that of India by about 10 1/2 hours.
 6. Lastly, but not the least, your visit to Bombay is anxiously awaited. Your visit will certainly be a big boost to our business for mutual benefit. Kindly let me have the details and oblige.
- Thanking you and with kind regards,

Sincerely yours,

(SHASHIKANT N. KOTECHA)

200

84

Chapman Tripp
Barristers and Solicitors

PARTNERS:

R. W. Baird LL.M B Com ACA	J. R. Luxford LLB
B. C. Spring LLB	T. J. Broadmore BA LLB
T. W. Blennerhassett LLB Notary Public	B. T. March LLB
N. E. Gray LLB	B. J. Brown LLB (Hons)
B. R. Boon LLB	P. A. Barnett LL.M
P. Stone LLB	B. C. Brosnahan BA LLB (Hons)
D. N. Drower LLB	P. W. O'Regan LL.M
C. R. Carruthers LLB (Hons)	B. H. W. Hutchinson LLB (Hons) B Com
M. C. Walls BA LLB LL.M (Lond)	P. W. Bennett LLB (Hons)
J. P. Gately LLB	R. J. Wilson LLB (Hons)
R. A. Armstrong LLB BCA	S. L. Franks BA LLB (Hons)
W. A. Reece LLB Notary Public	J. P. Greenwood LLB
R. M. Crotty LL.M LL.M (Virginia)	

PO Box 993 Telephone (04) 739-109,
Cables and Telegrams 'Chapco' Telex NZ31177
Fax: Tel. 727-111 Gp 2/3 (Copix 4800)
1 Grey Street
Wellington 1 New Zealand

If writing please quote our reference **TJB/LMG**
If calling please ask for **Mr Broadmore**

ASSOCIATES:

N. W. Ingram LLB (Hons) PhD (Cantab) G. J. Thwaite BA LLB (Hons)

8 September 1982

Messrs Earl Kent & Co
Solicitors
PO Box 222
AUCKLAND

For Mr Clark

Dear Sirs

Aotearoa International Limited and ScanCarriers

We now have instructions concerning the acceptance of service. Before we indicate whether or not we are prepared to accept service, would you please let us see a draft statement of claim.

2. We have enquired about the various entities named on the ScanCarriers bill. We are advised as follows:-

"Scandanavian Australia and New Zealand Carriers Limited is a company incorporated in Norway, which has now changed its name to ScanCarriers A/S. The A/S corresponds to "Limited" and denotes that the company is a limited stock company".

3. When you reply, would you please return the Chapman Tripp letter of guarantee, as requested in our letter of 12 August.

Yours faithfully,
CHAPMAN TRIPP



96



everest exports

Importers-Exporters-Manufacturers' REPRESENTATIVES

2ND FLOOR, HAJI ADAM CHAMBERS,
ALTAH HUSSAIN ROAD, P.O. BOX 5753,
KARACHI-2 PAKISTAN

201

Our Ref. EE/210Date: 12th September 1982

Messrs.

UNITED LINER AGENCIES OF PAKISTAN LTD.,
CHARTERED BANK CHAMBERS,
I.I. CHUNDRIGAR ROAD,
KARACHI.

Dear Sirs,

SUB: B/L NO. A-33 MUGLAND KARACHI VIA DUBAI
S.S. BARRABUNA/FATEAL VOYAGE ARRIVED
KARACHI ON 10-5-1982 COVERING 25 PALLETS
WASTE PAPER

REF: SHORT LANDING CERTIFICATE FOR TWO PALLETS
SHORT TRANSIT - SHIPPED P.R ABOVE

Further to our letter No. EE/183 dated 7th July 1982 (enclosed copy for your ready reference) still unreplied by you, please investigate the matter and favour us the Short Landing Certificate at your earliest, so, we could claim from our Insurance Company.

Your prompt action in the above will be highly appreciated.

Yours faithfully,
For Everest Exports

Attilio Benini

c.c.

- 1). M/s. Pak Arab Trading Shipping Agencies Ltd., Karachi.
- 2). M/s. Awwan Trading & Shipping Company,
P.O. Box 5715, Sharjah (U.A.E)
- 3). M/s. Garbar International Shipping UAE Ltd.,
P.O. Box 33, Dubai.
- ✓ 4). M/s. Astearon International, P.O. Box 1615,
Auckland (New Zealand)

202

97

DONGIG K24567

GOOD DAY
SEOUL BEST
ATTN MR PAUL CASH

TKS YR 9/9

RE: PLN DONE IN DEEP

- 1) GRADE
REGRET NOT ACCEPTBL 3RD GRADE IN KOREA N JUST PSBL
1ST GRADE FOR AUSTRALIA ORIGIN
P1 OR G GRADE FOR N Z ORIGIN
PLS OFFER AGAIN N BE INFORMD ALL DETAILS BEING ISSUED BY NATIONAL
LIVESTOCK CO FEDERATION WHICH TO BE MAILED TOMORW
- 2) COMMISSION BASE AGENCY AGREEMT
ALLOWED FOR TENDER BID BASE N YR AGREMT CONTRACT NECESSARY PLS ADV
ASAP FOR COMG DELIVERY

MANY TKS YR HARD WORKS N TRUST COME TO BUZ SOON

B RGDS ORAM/ J K PARK

*
ACTEX NID1974
DONGIG K24567 *
ACTEX NID1974

98

203

11 3384 APGP IN

9TH SEPT, 82

SHIPMENT AGAINST L/C 678/82.

~~REGRET TRANSHIPMENT FM SINGAPORE NOT IN 1 SHPMENT
BUT SEEMS TO BE IN 2 LOTS RESULTING IN SHORTAGE OF 8 TONS MATERIAL.~~

~~CUSTOMS REQUIRE SEPARATE INVOICES, DRAFTS ETC FOR EACH CONSIGNMENT
BANKERS ARE NOT AGREABLE TO ACCEPT SUCH CONSIGNMENTS.~~

~~WE ADVISED OUR BANKERS NOT TO ACCEPT DOCUMENTS.
MATERIALS LYING AT YR RISK BOMBAY PORT.
TAKE NECESSARY STEOS CLEAR CONSIGNMENT.~~

AJANTAPAPER.

*
ACTEX NID1974

11 3384 APGP IN *

204

99

3rd September 1982

Sampoorna Enterprises,
4 East Sambandam Road,
Coimbatore 641002,
Tamil Nadu,
SOUTH INDIA.

Attn: Mr Shashikant N. Kotecha

Dear Sir,

We are in receipt of your letter dated August 26th, and thank you for the same.

You will no doubt be aware by now we are finding it increasingly difficult to service our Indian market.

Please note not only did a shipping Company, Scan Carriers, wch on a written freight rate contract. We now have lost a direct call to Indian Ports by the shipping Corporation of India, and the shipping Company transshipping our containers at Singapore have gone bankrupt. So now we are left with no shipping opportunities at the moment at all. We have therefore passed your name onto our associates in England and U.S.A., who no doubt should have contacted you by now.

Freight Rate.

Please note our reluctance to confirm prices was due to the freight rate of US\$2400 per container on the cargo transhipped in Singapore and with a load factor of 10 MT per box on the Hard White Shavings and White Ledger we had a freight rate of \$240 per MT against S C I's rate of US\$125. So you can see with such a difference it became uneconomical.

We regret our inability to service your requirements at present, however trust the situation will improve in the future.

Kind Regards,
AOTEAROA INTERNATIONAL LTD

P.A.D. Cash,
MANAGING DIRECTOR.

100

205

*
AOTEX NZ21931
63591 SARA HX

TX NO 142

ATTN MR P CASH

TKYRTX. 200 PRICE VERY HIGH USA SHIPING DIRECTLY TO INDIA AT 170 N
FM HONG KONG IS 155.

THERE IS A LOT OF WASTE PAPER (CPO) COMING FM NEW ZEALAND VIA
SINGAPORE. U MAY KINDLY CHECK THIS N LET ME KNOW IF THIS CAN BE
DONE. PRICE IS THE BIGGEST CATCH FOR INDIAN MARKET. WE HV TO WORK
OUT BETTER FREIGHT RATE FOR REDUCING PRICE CIF N VIA SINGAPORE MAY
BE THE BEST BET.

REGARDS

A S MEHTA *
AOTEX NZ21931
4-26229 SA



206

by airmail

ajanta paper & general products ltd.

OFFICE: ABAN HOUSE, ROPEWALK STREET, BOMBAY-400 023. GRAM : DHARMAPRAN PHONE : 245083/245023 TELEX : 011-3334

Ms Aotearoa International Ltd
P.O.Box 1615
Auckland
New Zealand.

9 Sept 1982

Dear Sirs

Sub.- 43.22 Tonnes of C. P. O. against L/C 678/82

We refer to the above Letter of Credit which was established in your favour for supply of computer print-out to our company. It is evident that the shipment of the consignment has not been handled very carefully, as a result of which the following problems have emerged:

- 1) The material of 14 tonnes was despatched from Auckland and it was scheduled for trans-shipment at Singapore. The ship from Auckland reached Singapore on 23rd June 1982 and the material was lying in Singapore till August 1982.
- 2) From Singapore one container was loaded and shipped on 13th August 1982, but it contained only 10-tonnes of C.P.O.
- 3) The second shipment was loaded on 2nd August 1982 in three containers and the total weight of all these four containers comes to 35.657-tonnes against the original consignment of 43.22-tonnes, which obviously means that there is a shortage of around 8-tonnes of material from the original consignment shipped. It is not known how and why this shortage has been caused and as such this has naturally to be compensated by you only.
- 4) Besides, it is not possible to clear the consignment in the Customs because the original Bill of Lading described "3 containers" as well as you have drawn only 1 invoice for the whole consignment. In the said circumstances, if you require the consignment to be cleared, it has become necessary for you to draw separate invoice and draft for each bill of lading which has been drawn from Singapore by the shipping companies.

We have, therefore, advised our bankers the consignment in question cannot be cleared by us from Bombay port and as such they should not make any payment against this Letter of Credit covering the consignment. We also bring to your attention that there is a big shortage in the consignment because of mishandling at Singapore. We also note from the details of the bill of lading

ctd...../2

that in one container which is shipped on 13th August against bill of lading O21 there are 10-tonnes of CPO having 720 pkts, which is also not conforming to the terms and conditions of our contract because the wastepaper which is supplied by you is not baled and have been despatched in loose condition.

We have already transmitted a telex message to you, but we regret that no effective steps have been taken by you to clarify the matter.

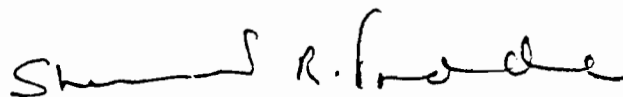
In the face of the foregoing facts, we hope that you will take immediate steps towards clearing the consignment at your cost; then dispose of the same in India. If you require, we shall give you our assistance at your cost.

We would also like to advise that our company will not be responsible for any overdue interest on account of the delays which has occurred due to no fault of ours and for which you are yourself responsible, as also demurrage & container detent charges.

In any case, ultimately if our company agrees to take the consignment we will pay interest for the normal shipment period from Auckland to Bombay.

Thanking you,

Yours truly
for ajanta paper and general
products limited



Director

cc.- Mr M. M. Chopra
NEW DELHI.

(102)

207

Telephone : 66 29 48
Cable : LINKNATNAL New Delhi
Telex : 031-4580 PULP IN



LINK ENGINEERS PRIVATE LTD.

REGISTERED A.D.

503 & 701
SAHYOG BLDG.
58, NEHRU PLACE
NEW DELHI-110019

REF : AOTEX|SHREE PADMA|SKS|NS|5231 -A

SEPTEMBER 13, 1982

M|S AOTEAROA INTERNATIONAL LTD.
P.O. BOX 1615
AUCKLAND
NEW ZEALAND

ATTN : MR. PAUL CASH
MANAGING DIRECTOR

RE : PAYMENT OF OUR CONSULTANCY FEE/AGENCY COMMISSION
OF US \$ 2070.

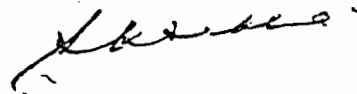
REF : PURCHASE ORDER NR. FPPM DTD. JULY 24, 1981
FROM SHREE PADMA PAPER MILLS LTD. FOR SUPPLY
OF 100 MT OF COMPUTER PRINTOUT AND 100MT OF
MANIFOLD WHITE LEDGER

Gentlemen,

Please refer to your Telex Message dtd. February 19, 1982,
a photocopy which is enclosed herewith for your ready reference
Please expedite payment of our agency commission and confirm
by telex when exactly the needful would be done.

Best wishes & regards,

Yours truly,
for LINK ENGINEERS PRIVATE LTD.


S. K. SIKKA
CHAIRMAN CUM MANAGING DIRECTOR

ENCL : A PHOTOCOPY OF TELEX DTD. FEBRUARY 19, 1982

c.c. : BY ORDINARY POST

WORLD WIDE ASSOCIATES

Regd. Office : 408, Arun Chambers, Tardeo, BOMBAY-400034,

Telephone : 370399

Cable : LINKNATNAL BOMBAY

Telex : 011-3630

Phones : Off. 681137, 640057
 Res. 643196, 644266
 Gram : "PAKCHER" NEW DELHI
 Telex :

S & H INDUSTRIAL CORPORATION

MANUFACTURERS, EXPORTERS & COMMISSION AGENTS

408 - MANSAROVAR, 90-NEHRU PLACE, NEW DELHI-110019, INDIA

Ref. No. SHIC/.....
 786/82

Dated.....1982

Ms Aotearao International Ltd.,
 P.O. Box 1615
 Auckland
NEW ZEALAND

Dear Mr. Cash, 43.22 Tons of CPO against L/C 678/82

I have received a copy of the letter addressed to you by M/s. Ajanta Paper & Gen. Products Ltd., on 9th September regarding the problems relating to the shipment of CPO against above quoted L/C.

Kindly note that M/s. Ajanta Paper & General Products Ltd., are our most valued clients whom we will not like to lose under any circumstances. kindly note that unless everything is properly settled and they are fully satisfied with the consignment, they may not release documents from the bank and you may not get any payment at all for which you will be fully responsible.

I hope you will sort out everything properly.

With regards,

Yours sincerely,


 (M.M. CHOPRA)

C.C. Mr. Sita Ram Kedia
 Managing Director
 M/s. Panchsheel Paper Mills Ltd.,
 121, Mittal Tower 'B' Wing,
 NARIMAN POINT, BOMBAY-21.

2. Mr. Sharad Poddar
 Ajanta Paper & Gen. Products Ltd.
 Aban House,
 Ropewalk St.
 BOMBAY-23.

209

85

EARL, KENT, & CO.

BARRISTERS AND SOLICITORS

PARTNERS
A. G. MASSEY, LL.B.
B. H. CLARK, B.A., LL.B. (N.Z.)
LL.M. (HARVARD)
A. C. RATTRAY, LL.B.
W. M. J. MARSH, LL.B.
P. J. R. SARGENT, LL.B.
P. G. SMITH, LL.B.

ASSOCIATES

D. A. JOHNSTON, B.A., LL.B. (HONS), B.C.L.
D. J. HARVEY, LL.B.
A. P. DUNCAN, LL.B.

85

GUARDIAN ASSURANCE BUILDING,
(THIRD FLOOR)
CORNER QUEEN & DARBY STREETS,
AUCKLAND 1, N.Z.
P.O. BOX 222
TELEGRAMS AND
CABLES: MALSEARL
TELEPHONE 32-184

16th September 1982

Messrs Chapman Tripp
Solicitors
DX 24
WELLINGTON

For Mr Broadmore

Dear Sirs,

re: Aotearoa International Ltd
v. ScanCarriers

Your letter of 8 September 1982 was apparently delayed in the post but has now reached us. Our instructions are to issue a writ of summons in personam under the Admiralty Rules. As you will be aware, a statement of claim is not required under the Rules before service of a writ. Nevertheless, we enclose draft statement of claim. We reserve all rights, including the right to proceed against other parties and/or in rem.

We have already told you that our client is concerned as to the delay that has already occurred in this matter. With respect, we find both your letters of 28 July and 8 September economical not only in style but more especially in content. We have asked you more than once to advise as to the documentary situation both here and in Australia. The writer noted his disappointment when we spoke with you on 26.8.82 that your Principals had not provided the documentary material that we had requested of you when we spoke together on 27.7.82. You explained that your Mr Broadmore had been busy and that Captain Andersen had been away. We are particularly concerned at this stage that, although you have taken instruction, we still do not know whether or not you have authority to accept service on behalf of ScanCarriers. Does not that firm carry on business in New Zealand from premises in General Buildings, 38-42 Waring Taylor Street, Wellington, with notified Telex and telegraphic addresses ?

We are returning herewith the Chapman Tripp letter of guarantee of 13.7.82.

Yours faithfully,
EARL KENT & CO.

ENCL:
BHC:mms

210

~~CONFIDENTIAL~~

Messrs Ajanta Paper & General Products Ltd,
Aban House,
Ropewalk,
Bombay 400023,
INDIA.

Dear Sir,

We are in receipt of your letter of 9th September 1982, referring to problems occurring as a result of our shipment of 43.22 Tonnes.

The consignment was shipped from Auckland in 3 containers on a thru Bill of Lading for transshipment at Singapore.

We were surprised to learn of the problem as per your telex and we immediately contacted the shipping Company concerned.

What unfortunately has happened is because the second carrier did not have a contract to carry the TEXU containers, our containers were destuffed in Singapore and restuffed into approved containers. After loading the three containers they discovered they could not load to the same capacity as we had in New Zealand and there was approximately 8-10 MT left behind. It was then decided to load the remainder into another container and unfortunately it missed the same sailing as the first three.

It is indeed unfortunate this problem has occurred, however as you can see it was completely out of our hands and we are not to be held responsible.

I suggest you look to either the Shipping Companies concerned or the Singapore Port Authorities for adequate compensation.

Yours faithfully,
LOMBARD INTERNATIONAL LTD

P.A.D. Cash,
MANAGING DIRECTOR.

211

(105)

Phones: Off. 681137, 640057
Res. 643196, 644266
Gram : "PAKCHER" NEW DELHI
Telex :

S & H INDUSTRIAL CORPORATION
MANUFACTURERS, EXPORTERS & COMMISSION AGENTS
408 - MANSAROVAR, 90-NEHRU PLACE, NEW DELHI-110019, INDIA

Ref. No. SHIC/.....856/82.....

Dated.27.th..Sept...1982

Mr. Paul Cash,
Managing Director,
Aotearoa International Ltd.,
P.O. Box 1615,
Auckland
NEWZEALAND

Dear Sir,

We are enclosing herewith in original the letter received from M/s. Ajanta Paper & General Products Ltd., to whom you have shipped a short quantity of 7.563 tons amounting to USD 2926.82. We shall request that you may kindly send them the draft to the party for this amount immediately, to avoid any unpleasantness in future.

Thanking you,

Yours faithfully,


(M.M. CHOPRA)

HEAD OFFICE :
FLAT No. 323
DADAR-COMMERCIAL PREMISES
CO-OPERATIVE SOCIETY LTD.
95-D, PHALKE ROAD, DADAR, BOMBAY-400014
Phone : 534296, 440390
Cable : "PAKCHER" BOMBAY BANDRA

BANKERS:

- I INDIAN BANK
A-261, DEFENCE COLONY
NEW DELHI-110024
- II DENA BANK
HILL ROAD, BANDRA BOMBAY

211



ajanta paper & general products ltd.

OFFICE: ABAN HOUSE, ROPEWALK STREET, BOMBAY-400023. GRAM: DHARMAPRAN PHONE: 245083/245023 TELEX: 011-3384

September 23, 1982.

M/s S & H Industrial Corporation,
408, Mansrover,
90, Nehru Place,
New Delhi 110 019.

Attn: Mr. M.M. Chopra

Dear Sirs,

Ref: Aotearoa International's Inv. dt.10.6.82
for US\$ 16,726.14 against the shipment
of 43.22 MT CPC Ex.s.s. XINHUA LONG-2

(17)
This is to bring to your notice, that your principals, Aotearoa International Ltd. invoiced for US\$ 16,726.14 against the shipment of 43.22 MT and negotiated the documents accordingly. However as per Transshipment Bill of Ladings they have shipped only 35.657 MT as detailed below:

Ex. M.V. AMADO-115	B/L No.SIN/BOM/021 dt. 13.8.1982	10,000 kgs.
Ex. M.V. 'BUNGA KENANGA'	B/L No.SIN/BOM/014 dt. 2.8.1982	<u>25,657 kgs.</u>
		<u>35,657 Kgs.</u>

As such they have invoiced for extra quantity of 7563 kgs. i.e. US\$ 2926.88. You are therefore requested to advise your principals to send revised Draft and/or instruct the negotiating Bank to collect the reduced amount. Interest amount will also be reduced proportionately.

Please take immediate action in the above matter.

Thanking you,

Yours faithfully,
for Ajanta Paper & General Products Ltd,


DIRECTOR.

cc to: (M/s Aotearoa International
P.O. Box 1615, Ltd.
Auckland, Newzealand.

211



Ajanta paper & general products

REGD, OFFICE: ABAN HOUSE, ROPEWALK STREET, BOMBAY-400 023. GRAM : DHARMAPRAN PHONE : 245083,245023 TELEX :

September 23, 1982

M/s S & H Industrial Corporation,
408, Mansrover,
90, Nehru Place,
New Delhi 110 019.

Attn: Mr. M.M. Chopra

Dear Sirs,

Ref: Aotearoa International's Inv. dt.10.6.
for US\$ 16,726.14 against the shipment
of 43.22 MT CPO Ex.s.s. XINHUA LONG-2

This is to bring to your notice, that your principals, Aotearoa International Ltd. invoiced for US\$ 16,726.14 against the shipment of 43.22 MT and negotiated the documents accordingly. However per Transshipment Bill of Ladings they have shipped only 35.65 as detailed below:

Ex. M.V. AMADO-115	B/L No.SIN/BOM/021 dt. 13.8.1982	10,000 kgs.
Ex. M.V. 'BUNGA KENANGA'	B/L No.SIN/BOM/014 dt. 2.8.1982	<u>25,657 kgs.</u>
		<u>35,657 Kgs.</u>

As such they have invoiced for extra quantity of 7563 kgs. i.e. US\$ 2926.88. You are therefore requested to advise your principals to send revised Draft and/or instruct the negotiating Bank to collect the reduced amount. Interest amount will also be reduced proportionately.

Please take immediate action in the above matter.

Thanking you,

Yours faithfully,
for Ajanta Paper & General Products Ltd,

DIRECTOR.

cc to: M/s Aotearoa International
P.O. Box 1615, Ltd.
Auckland, Newzealand.

Telex :
Cable : MEEZAN
Phone : 220226
P. O. Box No. 10218
KARACHI,
(R. of Pakistan)

212

106

تفکس :
برقیہ : میزان
ہاتف : ۲۲۰۲۲۶
ص.ب : ۱۰۲۱۸
کمیکل ٹمبر قرفہ رقم ۷ الطابق الاؤلا
سکة ادیمی داؤد کراتشی الباکستان

عمران و اخوانہ

صادرات و واردات و سمٹلین المصانع و وکلاء بالعمولہ

Imran & Brothers

Importers, Exporters and Manf-representatives

Our Ref. No.

Dated 4th Oct, 1982

Messrs. Aotearoa International Ltd.
P.O.Box No 1615,
Auckland.
New Zealand.

Dear Sirs,

We are in receipt of your letter of 6th August 1982. and noted the contents.

We need the waste paper for packing purpose and not for paper mills. Prices are high as compared to our market.

A Pakistani party has import the commercial magazines with 10% Computer Paper in US \$ 152 from New Zealand.

If you can supply Commercial magazines and Cataloge without obscenes picture on low price please send us samples as soon as you can.

Our market price for kraft paper bags and sheet is 200 to 225 US Dollars per metric ton C&FC 3% Karachi.

If you have any stock of Rejected Real, Offset Paper, Printing Paper, writting Paper printed on one or both side then please let us have the details with C&FC 3% Karachi price.

We hope to hear from you soon and remain, dear sirs,

Yours faithfully,
for IMRAN & BROTHERS.



Manager.

213

27th October 1962

Messrs Sampoorna Enterprises,
4 East Sambandam Road,
Coimbatore,
SOUTH INDIA.

Attn: Mr Shashikant N. Kotecha

Dear Sir,

Many thanks for your letter of October 14th, just received, and we thank you for the order and eagerly await the Letter of Credit.

We very much regret due to the severe economic climate prevailing world-wide at present and more so our Company's financial problems, we have had to postpone the writers visit to India indefinitely, however it will be our pleasure to meet you in India when things improve.

We have again contacted our contacts in the U.S.A. and U.K. and have given them your address. We sincerely hope they contact you in the near future.

Airfares from Auckland-Bombay-Auckland
Excursion NZ\$1413 Return (Minimum stay 14 days Max 90 Days)
Normal Economy NZ\$2604 Return.

However because of the exchange rate if you wanted to travel from Bombay - Auckland - Bombay minimum airfare would be NZ\$3427.

With regards to staple fibres we are checking and will revert.

Copper Sulphate

We are in a position to offer for you a constant supply of 200 MT Copper Sulphate. Are you interested in importing this commodity, if so please give us your best bid in order for us to tender for supply.

Re possible imports into New Zealand, we have for some time been looking for a supply of Silver Chains for both Men and Women and would you please send us samples and prices.

Yours faithfully,
AOTEAROA INTERNATIONAL LTD

P.A.D. Cash,
MANAGING DIRECTOR.

2010 2010 2010 182058 CLINT TH
10.12.82 1451

TASMAN NEWSPRINT - SEE CHANCE TO SELL IF YOU CAN OFFER IN LEVEL
USD280 CNF. PL ADV POSSIBILITY. BY THE WAY WE NOT SURE IF
YELLOW NEWSPRINT IS OFFGR QUAL. CAN YOU RUSH SMPL

YTX 3/12 PL ADV WHAT IS THE USING PURPOSE OF COPER SULPHATE

MY DAUGHTER IS TEN DAYS OLD NOW, TKS FOR ASKING
RGDS
CHAIWAT
MMMMM *
AOTEX NZ21931
ZCZC HT 745 10/12
ATN PAUL CASH - RYT* 24/11

I WL B IN INDIA IN JANUARY '83 SO CAN PLAN TO B IN NZ IN
FEB/MARCH'83.
CAN I ASK U TO TELL ME WHAT WL BE THE COST OF CPO CNF SINGAPORE. I
THINK THERE R DIRECT SAILINGS FROM NZ TO SPORE.

R YR CONTAINERS 20' OR 40' FOOTERS.

VERON SPORE FREIGHT RATES TO INDIA R GOOD AS V CAN SHIP LOOSE BALES-N-
PAY ON TONNAGE N NOT ON CU.M. WH MAKES A BIG DIFFERENCE.

FROM ABV ANGLE IT WL BE WORTH TO DO SOME EXERCISE IN COSTINGS.

V SHALL B HAPPY TO COME TO TERMS WITH U FOR DOING BUSINESS FROM SPORE
TO INDIA N ALSO TO INDONESIA/BANGKOK WH R BUYERS.

RGDS - ARUN SHROFF
YAMA RS35992*
AOTEX NZ21931
VVVV *
AOTEX NZ21931
313306B IMEXCO I

214

(108)

109

Mr. Paul Cash,
M/s. Aotearoa International Ltd.,
P.C. Box 1615,
Auckland.

M. L. Pujara

"PAPER HOUSE"

Post Box No. 557, No. 36, EAST KALMANDAPAM ROAD
Royapuram, MADRAS-600 013 (INDIA)

Phone : 551672 - 551630

Cable: BARGAIN

Telex No. C/o. 041-7674 SJN IN

215

Our Ref: IWP/715

Date: 31.1.83

Dear Mr. Paul Cash,

Re: Export of wastepaper from Newzealand.

We refer you to our letter No: IWP/462 dated 27.7.82. We have not been favoured with your reply for our above letter. We are now regularly importing wastepaper from Australia. For the last three months we have negotiated more than 500 MT. But we have got enquiry for an additional quantity for the following grades of wastepaper.

S.No.	Material	Quantity	Shipment period
1	Computer Print out (C.P.O.)	300 M.T.	February/March '83
2	Woodfree White Cuttings	200 "	"
3	Pure Kraft Envelop Cuttings	200 "	"
4	Old & Overissue Newspaper	500 "	"
5	Old Corrugated Cartoons (free from wax coated and laminated)	500 "	"

If you can offer the above items for the shipments during the above mentioned period, please inform us your lowest possible rates C&F Bombay/Madras inclusive of our 2% commission. On receipt of your offer we shall negotiate the business and inform you the acceptance of the buyers.

We assure you that with your kind cooperation, we can develop this line for a regular shipments from your Port to Madras/Cochin/Bombay in India. We understand that the steamer freight is also considerably reduced and steamer lines are offering cheaper freight. Hence we hope your rates will be workable for import of wastepaper from your country.

Thanking you and awaiting your early telex reply,

Yours faithfully,
for M.L. PUJARA,

M. L. Pujara
Partner.

MLP/s.

IMPORTERS • EXPORTERS • MERCHANTS
WASTEPAPER, CLOTH & GUNNY RAGS SUPPLIERS TO PAPER MILLS

2nd February 1983

Messrs Chapman Tripp
Solicitors
P.O. Box 993
WELLINGTON 1

For Mr Broadmore

Dear Sirs,

re: Aotearoa International v. ScanCarriers A/S

We have your letter of 31.1.83. We certainly do not wish to hinder you in taking back the documents now in Auckland for cross-checking. It appears to us, however, that the documents mentioned under Sections K and M did not come forward. Would you please check as to the whereabouts of these papers.

We have looked at all the documents that are here with the exception of Section L. It may be helpful if we make a few comments:

1. There is reference in discovered document.. A10 to a Telex establishing the original booking -"TLX 0605". This Telex probably is discovered but the writer has not been able to identify.
2. Document B9 makes reference to established guidelines in regard to cargo preference. Document B7 makes a somewhat similar reference. So far as we can see, nothing has been discovered in regard your client's secret trade practices in that regard.
3. Document B14 makes reference to what we think is a Tariff Code - 7042HLH/70340A. Has this document been discovered ?
4. Document B18 refers to a Telex presumably emanating from New Zealand which indicated that the contractual freight rates offered Aotearoa were not acceptable to Norway. We cannot see that the Defendant has discovered the Telex from New Zealand or the letter of 4.3.82 which is also referred to.

We still have not noted any allowance being given for our client's property damaged or disposed of in Dubai, India or Europe.

/cont'd....

We note that there is some discovery in regard Auckland and Tuaranga loadings but very much less in the way of Timaru and Australian loadings. At every port, we suspect that there would be cargo plans and sequence sheets, together with grand totals of the cargo uplifted and ships' records of the total cargo manifested.

Your further assistance in regard the documentation and especially the ships' documentation is sought.

Yours faithfully,
EARL KENT & CO.

BHC:mms

RIT/7400

217

110

AOTEAROA
ATT: MR. PAUL CASH

1. ~~MAC. NUTS~~ 7 RYT 4/2 - THKS. AWAITING SAMPLES. CAN NUTS
BE CRACKED IN N.Z.?
2. ~~NEWSPAPERS~~ 7 ~~SUDAN~~ - TAKES LONG TO GET REPLY FROM
~~AFRICAN STATES~~
3. ~~CANNED TOM.~~ RYT 1/2 - PRICE TOO HIGH.
CAN YOU OFFER PASTE + PUREE IN A.10 CANS CNF E.C. OF USA,
ALONG WITH SPECS?
4. LIVE BABY LAMBS - HV SERIOUS REQUEST FROM U.S. BUYERS FOR
1 MILLION HEAD PER YEAR. APPROX 25 KG EACH. TRANSPORT
BY AIR. THIS IS A VALID REQUEST.

RGDS
ANTHON BAKKER
RENNIES INT TDG
⌘
AOTEX NZ21931
4-26229 SA

218



Navbharat Overseas Private Limited

PHONES : 213511 • 243816
CABLE : NAVDEEP
TELEX : NOVE 021-2739

Our Ref No. NOPL/1794

Feb 15, 1983

Regd. Office :
BRABOURNE HOUSE
6, CHOWRINGHEE LANE,
CALCUTTA-700 016
INDIA

M/s Aotearoa International Limited
PO Box 1615
Auckland
New Zealand

Dear Sirs,

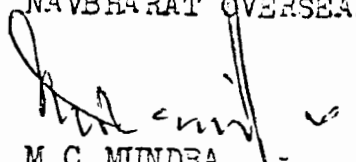
We learn through the courtesy of M/s Tasman Pulp and Paper Co Ltd that your Organisation is engaged in export of Paper Cuttings suitable for conversion into Pulp for manufacture of Paper.

There is reasonably good demand for White Paper Cutting, Computer Printout, Cardboard cutting and Brown Paper cutting most of which is presently coming from Singapore and United States.

We shall appreciate if you kindly let us know whether you are in a position to offer us the above Paper Cuttings to enable us to develop possibility of importing the same.

Thanking you,

Yours faithfully,
NAVBHARAT OVERSEAS PRIVATE LTD


M C MUNDRA
MANAGING DIRECTOR

J. F. S. PRIVATE LTD.

EXPORTERS & IMPORTERS

P-22, SWALLOW LANE, CALCUTTA-700001 (INDIA)

JFS/AIL/83.

MARCH 9, 1983

M/s Aoteraroa International Ltd
P.O. Box 1615
AUCKLAND
NEW ZEALAND (Australia)

Dear Sirs,

Re: COMPUTER PRINT-OUT-WASTE.

Your kind attention is invited to our letter dated February 17, 1983 on the captioned and hope you might have received the same.


It is surprising to note your silence on a matter of urgency accompanied by cables and telex messages.

We would, therefore, once again request you to kindly send us your lowest offer ~~to be made~~ ^{to be made} so that we can negotiate business on your behalf.

Please treat this letter as most urgent.

Thanking you,

Yours faithfully,
For J.F.S. PRIVATE LTD.,


(g.) Director.

J. F. S. PRIVATE LTD.

EXPORTERS & IMPORTERS

P-22, SWALLOW LANE, CALCUTTA-700001 (INDIA)

JFS/AIL/83.

APRIL 4, 1983

M/s Aoteraroa International Ltd
P.O. Box 1615
AUCKLAND
NEW ZEALAND (Australia)

Dear Sirs,

Re: COMPUTER PRINT-OUT-WASTE

Please refer your letter dated 17th Nov. 82, in which you have shown interest to do business through us for import of PRINT-OUT-WASTE in India, on the basis of which we have contacted our principals and they had expressed their interest to purchase the above material/waste.

In this connection we have received your offer through Telex and we have made our counter offer. Unfortunately, business could not be materialised because your insisting on higher price than actually you have quoted. Thereafter, keeping fortnight silence. We have received your one cable expressing that you are interested to offer again at your original price i.e. US\$ 310/- CFC3. Accordingly, we have approached our customers and they were still agreeable to accept your offer. So we have asked you by cable to offer us afresh, but our cable remained unplied. We have also tried to contact you over phone many times during the month of January and could not get through and no reply from your end.

In view of the above, you are once again requested to offer us fresh by cable to be valid for one week. Hope now you must be in a position to offer us for the fortification of the business.

Meanwhile thanking you,

Yours faithfully,
For J.F.S. PRIVATE LTD.,


Mg. Director.

221

87

87

Chapman Tripp
Barristers and Solicitors

CONSULTANT PARTNER:
R. W. Baird OBE LL.M. B. Com. ACA

PARTNERS:

B. C. Spring LLB	J. R. Luxford LLB
T. W. Bienerhasselt LLB Notary Public	T. J. Broadmore BA LLB
N. E. Gray LLB	B. T. March LLB
B. R. Boon LLB	B. J. Brown LLB (Hons)
P. Stone LLB	P. A. Barnett LLM
D. N. Drower LLB	B. C. Brosnahan BA LLB (Hons)
C. R. Carruthers LLB (Hons)	P. W. O'Regan LLM
M. C. Walls BA LLB LL.M. (Lond)	B. H. W. Hutchinson LLB (Hons) B Com
J. P. Gattley LLB	P. W. Bennett LLB (Hons)
R. A. Armstrong LLB BCA	R. J. Wilson LLB (Hons)
W. A. Reece LLB Notary Public	S. L. Franks BA LLB (Hons)
R. M. Crotty LL.M. LL.M. (Virginia)	J. P. Greenwood LLB

ASSOCIATES:

N. W. Ingram LLB (Hons) PhD (Cantab) G. J. Thwaite BA LLB (Hons)

PO Box 993 Telephone (04) 739-109,

Cables and Telegrams 'Chapco' Telex NZ31177
Fax: Tel. 727-111 Gp 2/3 (Copix 4800)
1 Grey Street
Wellington 1 New Zealand

If writing please quote our reference **TJB/LMG**
If calling please ask for **Mr Broadmore**

6 May 1983

Messrs Earl Kent & Co
Solicitors
PO Box 222
AUCKLAND

For Mr Clark

Dear Sir

Aotearoa International v ScanCarriers A/S

We refer to your letter of 2 February concerning documents. We deal with your numbered points as follows:-

1. The telex referred to is the telex of 16 February from East Asiatic to ScanCarriers in Wellington recording the booking made by your client. This document is No. A2, and we note that you obtained a copy of it from us when conducting inspection.
2. We note the point made. There is nothing secret about. There were guidelines and priorities established relating to the proposed new service to Dubai. We have requested a copy of any memorandum or directive which might exist recording this.
3. We have already told you that the reference is to a telex, and we have sought a copy.
4. Copies of this material is being obtained.

In addition, Mr Raam referred in his evidence to a survey report obtained in Dubai. This is also referred to in document B28, and we have requested a copy.

Yours faithfully,
CHAPMAN TRIPP

J. Broadmore



PARTNERS

A. G. MARSHALL
R. H. CLARKE
W. M. J. MARSHALL
E. J. H. DAVENPORT
E. C. SMITH
C. A. BOND
D. J. HARRIS
A. H. BOND

GUARDIAN ASSURANCE BUILDING,
(THIRD FLOOR)
CORNER QUEEN & DARBY STREETS,
AUCKLAND 1, NEW ZEALAND

TELEPHONE 32-164
CABLE ADDRESS 'HALSEARL'
P.O. BOX 222

222

17th May 1983

Messrs Chapman Tripp
Solicitors
P.O. Box 993
WELLINGTON 1

For Mr Broadmore

Dear Sirs,

re: Aotearoa International Ltd v. ScanCarriers A/S

We would refer to your letters of the 6th and 13th May in which you finally come back to us in regard the queries that we raised in our letter of 2nd February. With respect, your client's previous omission to discover important documents strikes us as being extremely reprehensible and will, accordingly, be the subject of further comment. You have not seen fit to give any explanation for your client's omission of documents such as the two Telexes of 1.4.82 and 2.4.82. We do not agree that the appendices to Mr Andersen's report of 16 December 1981 are without relevance. We wish to sight same and, in particular, Appendix 2 (a - e).

Can we take it that we will be able to produce your discovered material at trial without further formality? We have in mind the compilation of a file dossier of relevant documentary material.

You have referred to our letter of 18 April and asked when you can expect to see the material that we told you will be made available. Please feel free to call on us at any time that is convenient. The writer expressed an invitation to you to call and discuss the plaintiff's financial accounts on 6th May when your Banking Act application was listed. As you will recall, you preferred to instruct local Counsel.

Dear Sirs

Yours faithfully,
EARL KENT & CO.

in wh
raise
prev
being
of
BHC:mms
1.4.82
Ande
will

223

89

68

AOTEAROA INTERNATIONAL LIMITED

BALANCE SHEET as at 31ST MARCH, 1982

			LAST YEAR
CURRENT ASSETS			
Sundry Debtors/Deposits	309,205		174,288
Stock on Hand	5,934		10,593
Current A/c P Cash	18,054		7,128
Current A/c R Middleton	6,059		2,868
		339,252	194,877
FIXED ASSETS			
Office Furniture	5,610		4,907
Prov for Depcn	2,389		1,584
		3,221	3,323
Plant and Machinery	30,985		13,515
Prov for Depcn	8,257		5,732
		22,728	7,783
Vehicles	28,045		24,033
Prov for Depcn	11,865		7,819
		16,180	16,214
Land & Bldgs	221,901		8,014
Prov for Depcn	3,750		-
		218,151	8,014
		260,280	35,334
		599,532	230,211
CURRENT ASSETS			
LESS CURRENT LIABILITIES			
Overdraft CBA Bank (Secd)	50,287		7,000
Sundry Creditors	240,272		111,305
		290,559	118,305
LESS TERM LIABILITIES			
Mortgages Secd on Ppty	150,000		-
Term Loan CBA Bank (Secd)	30,000		20,000
Term Loan Dev Fin Corpn (Secd)	15,000		-
		485,559	138,305
		\$113,973	\$91,906
NET ASSETS			
Representing:-			
AUTHORISED AND ISSUED CAPITAL			
60000 Ord \$1 Shares f pd	60,000		20,000
REVENUE RESERVES			
Unappropriated Profits	53,973		71,906
		\$113,973	\$91,906
SHAREHOLDERS FUNDS			

NB: Refer to attached Notes:

.....Director

223

89

AOTEAROA INTERNATIONAL LIMITED

TRADING and PROFIT & LOSS ACCOUNT
FOR THE YEAR ENDED 31ST MARCH, 1982

		LAST YEAR
SALES	865,661	741,461
Rentals	<u>14,850</u>	<u>-</u>
	880,511	741,461
Opening Stock	10,593	19,648
Purchases	412,057	371,154
Freight	248,143	259,385
Storage and Handling	18,801	8,383
Strapping	<u>3,719</u>	<u>3,608</u>
	693,313	662,178
Closing Stock	<u>5,934</u>	<u>10,593</u>
	<u>687,379</u>	<u>651,585</u>
GROSS PROFIT	193,132	89,876
Less: Expenditure		
Accounting Fees	3,182	1,750
Advertising	4,471	3,142
Electricity	1,017	251
Licenses and Fees	414	31
General Expenses	3,602	2,443
Hoist Hire	5,085	908
Lease of Van etc	28,265	5,775
Legal Costs	6,940	1,055
Printing and Stationery	166	28
Rent and Rates	27,627	26,876
Repairs and Maintenance	3,561	2,489
Wages	98,419	51,993
Telephone	21,910	13,804
Vehicle Expenses	10,473	9,399
Travel	48,455	19,272
Export Promotion Exes	20,548	4,074
Pallet Hire	2,378	9,383
Insurance	3,600	1,400
Interest	23,314	5,506
Depreciation	<u>11,126</u>	<u>6,417</u>
	<u>324,553</u>	<u>166,596</u>
	<u>(131,421)</u>	<u>(76,720)</u>
<u>NET LOSS</u>	<u>131,421</u>	<u>76,720</u>

PROFIT AND LOSS APPROPRIATION ACCOUNT

Unappropriated Profits		
Brought Forward	71,906	33,515
NET LOSS	131,421	76,720
Less Capitalisation to		
Increase Capital	40,000	-
Taxation Credit	<u>153,488</u>	<u>115,111</u>
	<u>(113,488)</u>	<u>(115,111)</u>
<u>Unappropriated Profits</u>	<u>\$53,973</u>	<u>\$71,906</u>

AOTEAROA INTERNATIONAL LIMITED

Annual Accounts for
the year ended
31st March, 1933

The enclosed Balance Sheet and attached Accounts have been prepared for the business from the information and explanations supplied by the owners. We have not sought to verify either the information and explanations or the Accounts because our instructions did not include an audit of these or of the affairs of the business. Our responsibility in connection with these Accounts is to the business only and we disclaim any responsibility and accept no liability to third parties.

Ryder Copeland Watson & Co
RYDER COPELAND WATSON & CO
CHARTERED ACCOUNTANTS

AOTEAROA INTERNATIONAL LIMITED

TRADING and PROFIT & LOSS ACCOUNT
FOR THE YEAR ENDED 31ST MARCH, 1983

224

		458,749 1,552	LAST YEAR 865,661 14,850
LES			
totals		<u>458,749</u> <u>1,552</u>	<u>865,661</u> <u>14,850</u>
		460,301	880,511
Opening Stock	5,934		10,593
Purchases	178,347		412,057
Freight	161,858		248,143
Storage and Handling	5,871		18,801
Shipping	3,079		3,719
		<u>355,089</u>	<u>693,313</u>
Closing Stock	300		5,934
		<u>354,789</u>	<u>687,379</u>
GROSS PROFIT		105,512	193,132
Less: Expenditure			
Accounting Fees	5,620		3,182
Advertising	129		4,471
Electricity	1,236		1,017
Licenses and Fees	-		414
General Expenses	2,950		3,602
Driver Hire	-		5,085
Lease of Van etc	21,957		28,265
Legal Costs	12,439		6,940
Printing and Stationery	-		166
Rent and Rates	34,424		27,627
Repairs and Maintenance	548		3,561
Travelling Expenses	27,754		98,419
Telephone	12,582		21,910
Vehicle Expenses	4,576		10,473
Travel	23,616		48,455
Export Promotion Exes	11,799		20,548
Trailer Hire	-		2,378
Insurance	5,397		3,600
Interest	62,053		23,314
Depreciation	28,477		11,126
		<u>255,557</u>	<u>324,553</u>
		<u>(150,045)</u>	<u>(131,421)</u>
<u>NET LOSS</u>		<u>150,045</u>	<u>131,421</u>

PROFIT AND LOSS APPROPRIATION ACCOUNT

Balance Bt/Fwd		53,975	71,906
NET LOSS		150,045	131,421
Bonus Share Issue	-		40,000
Bonus Issue Tax	11,473		-
Taxation Credit (net)	23,853		153,488
		<u>(12,380)</u>	<u>(113,488)</u>
<u>appropriated Losses</u>		<u>\$83,690</u>	<u>\$(53,973)</u>

(Subject to court claims pending against shipping co.)

AOTEAROA INTERNATIONAL LIMITED

BALANCE SHEET as at 31ST MARCH, 1983

224

LAST YEAR

<u>CURRENT ASSETS</u>			
Sundry Debtors/Deposits		182,648	309,205
Stock on Hand		300	5,934
Current A/c P Cash		16,651	18,054
Current A/c R Middleton		<u>4,138</u>	<u>6,059</u>
		203,737	339,252
<u>FIXED ASSETS</u>			
Office Furniture	7,483		5,610
Prov for Depcn	<u>3,408</u>		<u>2,389</u>
		4,075	3,221
Plant and Machinery	20,000		30,985
Prov for Depcn	<u>6,050</u>		<u>8,257</u>
		13,950	22,728
Vehicles	-		28,045
Prov for Depcn	<u>-</u>		<u>11,865</u>
		-	16,180
Land & Bldgs	221,901		221,901
Prov for Depcn	<u>6,250</u>		<u>3,750</u>
		<u>215,651</u>	<u>218,151</u>
		233,676	260,280
		<u>437,413</u>	<u>599,532</u>
<u>LESS CURRENT LIABILITIES</u>			
C/D Westpac Bk (Secd)		124,609	50,287
Sundry Creditors		<u>144,962</u>	<u>240,272</u>
		269,571	290,559
<u>LESS TERM LIABILITIES</u>			
Mortgages Secd on Ppty		176,532	150,000
Loan Westpac Bk (Secd)		-	30,000
Loan Dev Fin Cpn (Secd)		<u>15,000</u>	<u>15,000</u>
		461,103	485,559
<u>NET LIABILITIES</u>			
		<u>\$(23,690)</u>	<u>\$(113,973)</u>
Representing:-			
<u>AUTHORISED AND ISSUED CAPITAL</u>			
60000 Ord \$1 Shares f pd		60,000	60,000
<u>REVENUE RESERVES</u>			
Unappropriated Losses		<u>83,690</u>	<u>(53,973)</u>
<u>SHAREHOLDERS FUNDS</u>			
(Subject to Court claims pending against Shipping Co.)		<u>\$(23,690)</u>	<u>\$113,973</u>

Refer to attached Notes.

..... Director/Owner

zczc sca405
rr bomwl
+++ 300 oslsmww

225

kf/mei 16.5.83

from scancarriers oslo, to:-

united liner agencies bombay
att: mr. cooper.

barranduna voy 72 - waste paper - akl/bombay b/L a57 - 249.660
m/t.

pls confirm that paper remain undelivered. pls also confirm
that the consignment was arranged for direct delivery according
to port requirement, but consignee never turned up.

ecm
18788u sa n

nnnn

226

10.23 ☉
18788b sa n
11 6389 ULA IN

ZCZC
OSLSM
.BOMWL

TO SCANCARRIERS OSLO
FM ULINERS BOMBAY 19.5.83/1345 HRS RSC/RO

BARRANDUNA VOY.72 - REF YRTLX KF/MEI OF 16/5 WE CFM
CARGO REMAINS UNDELIVERED STOP ORDINARILY SUCH CARGO IS MEANT FOR
DIRECT DELIVERY BUT FEARING DELAY THE CARRIERS ''SOMEHOW MANAGED''
TO GET PORT AUTHORITIES PERMISSION TO LET THEM DUMP IT IN THE
SHED TO AVOID DETENTION TO VSL.Ø

WOULD APPRECIATE LEARN YR REASON FOR THIS QUERY

REGDS.

+++☉
18788b sa n
11 6389 ULA INMMMM

mm 83.05.19 11.41

ZCZC 091611

227

rr bomwl
+++ 300 oslsmww

19/5-83 kf/erl
from scancarriers, oslo to:-

ulinder bombay

tk. your telex 19/5/83 rsc/ro
bra v. 72 - waste paper - shippers in n.z.
are claiming us for the value of the cargo. however, as cargo
intact, shippers responsible for the cargo and may dispose of it.

-eom-

18788c sa n
nnnn

++++ MESSAGE ACCEPTED +++++

	1979	1980	1981	1982	1983
Sales	131,273	606,650	711,461	880,511	1,60,301
Freight	24,767	233,141	371,151	248,143	161,858
F.O.R. Value	106,506	373,509	370,307	632,368	298,413
Gross Profit	38,428	105,324	89,876	193,132	105,512
Incentive & Export Promotion Rebate	5,635	55,869	115,111	153,188	48,000
Total	44,063	161,193	201,987	346,620	153,512
Percentage Gross Profit on F.O.R. Sales	41.37%	43.15%	55%	51%	51.43%

HIGH COURT
AUCKLAND

..... v.

Exhibit H

816/83

[Signature]
Solicitor

EXHIBIT "5"

AOFFAROA INTERNATIONAL v. SCANDIERS

PRICE INCREASES NEGOTIATED AFTER "BAPPANDUNA" SHIPMENT

200 tonnes Mixed Waste at \$US 240 * an increase
of \$19.65 per tonne

If other sales of mixed waste were in line I would
have anticipated an increased return of \$74,620.25

I have not tried to take into account the single sale
of 400 tonnes of mixed waste at a even higher price (\$US 250)

400 Tonnes of Mixed White at \$US 448.25 = an increase
of \$3.25

If other sales of Mixed White were in line with what
I had anticipated, then increased return of \$2,056.96

ADDITIONAL PRODUCTS:

I would have been able to ship at least some OCC and ONP.
I estimate about 400 tonnes of each grade but the measure
of gross profit would only have been about \$15.95 per tonne
plus Export Incentive Allowance = approx. \$9,000.00 for ONP.
In regard OCC I think the only profit that could have been
achieved would have been the export incentive allowances.

HIGH COURT AUCKLAND	
v. _____	
Exhibit	<u>5</u>

8/16 R3	Registrar

	1979	1980	1981	1982	1983	1983 ?
Sales	131,273	606,650	711,161	880,511	1,600,301	3,599,523.110
Weight	21,767	233,111	371,154	218,113	161,858	1,617,221
F.O.B. Value	106,506	373,509	370,307	632,368	298,1113	1,952,202.110
Gross Profit (take from balance sheet)	38,428	105,324	89,876	193,132	105,512	779,175.30
Incentive & Export Commission Rebate	5,635	55,869	115,111	153,188	48,000	299,622.77
Total	44,063	161,193	204,987	346,620	153,512	1,079,102.07

Percentage Gross Profit on F.O.B. Sales

41.37% 43.15% 55% 51% 55%

*Av = 48.97%
including 1983 final figures*

HIGH COURT
AUCKLAND
..... v.
Exhibit 6
816183 Registrar

EXHIBIT 7

CUBIFORM NZ2494
31 4294 BAMD IN

TO COMMERCIAL BANK OF AUSTRALIA AUCKLAND NEWZEALAND

TEST 14758 MAR 17
TESTED WITH YR MELBOURNE OFFICE

WE HEREBY OPEN OUR IRREVOCABLE ELCE ILC/6216/597 DTD MAR 16 1982
FOR USDLRS 55,088 - FVG M/S AOTEROA INTL LTD PO BOX 16155 ++ 1615
AUCKLAND NEWZEALAND
FOR ACCOUNT OF M/S PERFECTPAC LTD 1010 ANSAL BHAWAN 16 KASTURBA
GANDHI MARE NEWDELHI 110 001
VALID FOR SHIPMENT UPTO MAR 31 1982 AND NEGOTI
ATION UPTO APRIL 10 1982 STOP CREDIT AVAILABLE BY DRFTS AT 180
DAYS FROM THE DATE OF BILL OF LADING ON ACCOUNTEE ACCOMPANIED BY
DOCUMENTS SPECIFIED BELOW COVERING FULL INVOICE VALUE OF
MERCHANDISE TO BE DESCRIBED IN INVOICE AS "PAPER WASTE (MIXED WASTE
AT THE RATE USDLRS 220.35 PER M TON CAND F BOMBAY AS PER CONTRACT
NBR PPL/NEWZD++ NEWZEALAND/19/82 DR 13/3/82"
QUANTITY 250 MT
DOCUMENTS REQUIRED

1) SIGNED COMMERCIAL INVOICE IN FIVE COPIES CERTIFYING THAT THE GC

ARE OF NEWZEALAND ORIGIN AND QUOTING IMPR++ IMPORT OPEN GENERAL
LICENCE ITEM NBR 13 APPENDIX 10 OF IMPORT POLICY FOR 1981-82

2) FULL SET OF CLEAN ON BOARD OCEAN BILLS OF LADING WITH TWONON-
NEGOTIABLE COPIES, ISSUED OR ENDORSED TO THE ORDER OF BANK OF AMERIC
NT NO++ AND SA NEWDELHI MARKED 'FREIGHT PRE-PAID' NOTIFY BANK OF
AMERICA NT AND SA NEWDELHI AND ACCOUNTEE QUOTING NBR OF THIS CREDIT
3) CERTIFICATE OF ORIGIN IN QUADRUPLICATE FROM A CHAMBER OF COMMER

4) PACKING/WEIGHT LIST IN QUADRUPLICATE SHOWING THE GOODS PACKED
IN FULLY PRESSED BALES

5) CERTIFICITY AND QUANTITY IN QUADRUPLICATE

6) CERTIFICATE FROM SHIPPING COMPANY STATING THE++ THAT THE CARRYI
VESSEL IS APPROVED BY LLOYDS REGISTER OF SHIPPING LONDON

7) COPY OF TLX/CABLE DTD NO LATER THAN SHIPMENT FROM SHIPPER TO
NATIONAL INSURANCE COMPANY LTD 21 SARYAGANJ NEWDELHI GIVING SHIPMEN
DETAILS QUOTING THEIR COVER NOTE NBR 182264 DTD 15/3/1982

8) INSPECTION CERTIFICATE FROM SGS LTD CARRYING +++ CERTIFYING THA
THE GOODS CONFORM TO PS-80 (ITEM2) IN REGARD TO QUALITY AND QUANTIT
SHIPMENT FROM NEWZEALAND TO BOMBAY

PARTIAL SHIPMENT AND TRANSHIPMENT PERMITTED

XXXXX DOCUMENTS MUST BE PRESENTED FOR NEGOTIATION NO LATER THAN
10 DAYS AFTER THE DATE OF SHIPPING DOCUMENTS (ON BOARD VALIDATION
APPLICABLE FOR OCEAN SHIPMENTS BUT WITHIN THE VALIDITY OF THE CREDI
SPECIAL INSTRUCTIONS

1) XXX ALL DOCUMENTS MUST BEAR NBR AND DATE OF THIS CRED++ CREDIT

2) ALL BANK CHGS ARE FOR THE ACCOUNT OF BUYER.

THE NEGOTIATING BANK TO FORWARD ALL DOCUMENTS TO US IN TWO SEPARATE
REGISTERED AIRMAIL LOTS STOP WE SHALL REMIT THE PROCEEDS TO THEM
ON MATURITY DATE AS PER THEIR INSTRUCTIONS

WE HEREBY AGREE WITH BONA FIDE HOLDERS THAT ALL DRAFTS DRAWN UNDER
AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT SHALL MEET WITH DUE
HONOR UPON PRESENTATION AND DELIVERY OF DOCUMENTS AS SPECIFIED, IF
DRAWN AND PRESENTED FOR NEGOTIATION ON OR BEFORE EXPIRATION DATE OF
THIS CREDIT STOP THIS CREDIT IS SUBJECT TO UCP FOR DOC CREDITS (19
REVN) ICC PUBLICATION NBR 290

THIS CABLE IS OPERATIVE INSTRUMENT STOP NO MAIL CONFIRMATION TO
FOLLOW STOP PLS ADVISE BENEFICIARY WITHOUT ADDING YOUR CONFIRMATION

BANKAMERICA NEW DELHI INDIA

MAR 17 1982



Banking Group (New Zealand) Limited
AUCKLAND CENTRAL AREA,
P.O. BOX 62, AUCKLAND,
NEW ZEALAND.
26th March, 1982.

Date

SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1974 REVISION); INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION No. 290

Table with columns: DOCUMENTARY CREDIT, ISSUING BANK'S No. (PS 348/82), ADVISING BANK'S No. (3558/0102). Includes Issuing Bank (UNITED COMMERCIAL BANK, INDIA), Beneficiary (AOTEROA INTERNATIONAL LTD., NEW ZEALAND), Applicant (HARAYANA PAPER MILLS), and Amount (US\$55,088-00). Expiry date: BOTH APRIL, 1982.

Dear Sirs,

The above named issuing bank/branch of this bank have informed us they have opened their Irrevocable Letter of Credit in your favour available

- For payment/acceptance of your draft(s) at 180 days from the date of drawn on Bill of Lading for 100% invoice value accompanied by the following documents:
For payment against presentation of the following documents:
- Detailed invoice in four copies certifying goods of New Zealand origin.
- Certificate of quality and quality packing list to be signed by the benefici. in quadruplicate. Certificate of origin to be countersigned by Chamber of Commerce in four copies.
- Certificate from SGS Ltd. certifying that goods conform to PS-80 (Hem 2) in regard to quality and weight.

Evidencing Shipment of 250 MT Paper Waste (Mixed Waste) at the rate of US\$220-35 PMT pac in fully pressed bales - C and F.

Table with 2 columns: FROM New Zealand TO Bombay; PARTIAL SHIPMENTS - TRANSHIPMENT Allowed

SPECIAL CONDITIONS Valid for shipment 31st March, 1982. This import is under OGL. Postshipment allowed.

All negotiations must be endorsed on this letter of advice.

- Details of this credit are advised without engagement or responsibility on our part.
We undertake that drafts marked as drawn under this credit and presented in conformity with the terms of this will be duly honoured.
We have been requested to add our confirmation to this credit and we therefore undertake that any drafts drawn t in accordance with the terms of the credit will be negotiated by us without recourse.

Yours faithfully,

Signature

*Applies only when completed thus [X]

Chapman Tripp
Barristers and Solicitors

PARTNERS	
R W Baird LL.M B Com ACA	J R Luxford LLB
B C Spring LLB	T J Broadmore BA LLB
T W Blennerhassett LLB Notary Public	B T March LLB
N E Gray LLB	B J Brown LLB (Hons)
B R Boon LLB	P A Barnett LLM
P Stone LLB	B C Brosnahan BA LLB (Hons)
D N Drower LLB	P W O'Regan LLM
C R Carruthers LLB (Hons)	B H W Hutchinson LLB (Hons) B Com
M C Walls BA LLB LLM (Lond)	P W Bennett LLB (Hons)
J P Gatlley LLB	R J Wilson LLB (Hons)
R A Armstrong LLB BCA	S L Franks BA LLB (Hons)
W A Reece LLB Notary Public	J P Greenwood LLB
R M Crotty LL.M LLM (Virginia)	

PO Box 993 Telephone (04) 739-109,
Cables and Telegrams 'Chapco' Telex NZ31177
Fax: Tel. 727-111 Gp 1/2 (Dex. 4200)
1 Grey Street
Wellington 1 New Zealand

If writing please quote our reference SLF:CPB
If calling please ask for

Mr Walls/Mr Franks

ASSOCIATES	
N W Ingram LLB (Hons) PhD (Cantab)	J M Wilson LLB
G J Thwaite BA LLB (Hons)	

6 April 1982

Mr N. G. L. Burton,
Wilson, Henry, Martin & Co.,
11th & 12th Floors,
Southern Cross Building,
Cnr High & Victoria Streets,
AUCKLAND.

HIGH COURT AUCKLAND	
..... v.	
Exhibit 9	
10/4/83	Registrar

Dear Mr Burton,

Aotearoa International Limited: Scancarriers

We refer to our telephone message today to your secretary and apologise for any inconvenience resulting from the inability to produce the enclosed draft documents in time to let you have them today. As you will see they are very much in the form as they emerged from the printer and are sent for your comment in that form to expedite eventual engrossment for execution.

2. We trust that the variation from the proposed arrangement which you discussed with Mr Broadmore is acceptable. The Debenture is intended to represent a more simple means of providing the charges discussed than might have been the case with separate charging instruments. You will no doubt telephone the writer when you have had an opportunity to consider these drafts.

Yours faithfully,
CHAPMAN TRIPP

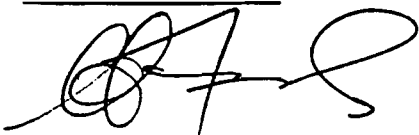


EXHIBIT "10"

WAIVER OF PRIORITY BY PRIOR CHARGEHOLDER

TO: SCANDINAVIAN AUSTRALIA AND NEW ZEALAND CARRIERS LIMITED
THE EAST ASIATIC COMPANY, LIMITED
AUCKLAND (together hereinafter called "SCAN")

IN CONSIDERATION of SCAN: from time to time providing financial assistance and accommodation to AOTEAROA INTERNATIONAL LIMITED ("the Borrower") as referred to in the Contract and Debenture more particularly described in the Schedule hereto which Debenture ("the Debenture") creates charges over:

- (a) the Remaining Paper (as defined in the Debenture) of whatsoever description and wheresoever situate both present and future and all the proceeds of sale or other disposition thereof; and
- (b) all the Company's interest in, right and title to, and right to the Land (as defined in the Debenture); and
- (c) assigns unto the Lender by way of mortgage any and all of the Company's rights in under and to any Insurances and the Bills of Lading issued in respect of the Remaining Paper including in particular but without limitation all claims of whatsoever nature relating thereto and the right to receive all payments thereunder or in respect thereto and all powers and remedies for enforcing the same;

(all the property, assets and interests of the Company charged or assigned by or by virtue of the Debenture being hereinafter called "the Charged Property")

THE CHARGEHOLDER the name and description and address of which are set out in the Schedule hereto (hereinafter called "the Chargeholder")

HEREBY ACKNOWLEDGES AND AGREES WITH SCAN

1. THAT the charge and mortgages created by and under the Debenture to the extent that they affect the Charged Property except the Land shall have and take priority in point of charge over the charge created by the Debenture given by the Borrower in favour of the Chargeholder the date of execution and registration of which are set out in the Schedule hereto (hereinafter called "the Existing Debenture") AND the Existing Debenture and the charge thereby created to the extent that it affects the Charged Property shall be postponed accordingly as a charge on the Charged Property (excluding the Land) subject to the prior charge and mortgages thereover in favour of SCAN created or to be created by or under the Debenture.

2. THAT the Debenture shall confer on SCAN priority as aforesaid to the Existing Debenture for all moneys expressed or intended to be secured by or payable under the Debenture notwithstanding that any part of such moneys may be advanced or become owing or unpaid after the date of the Existing Debenture or after the date hereof or after notice to SCAN of the Existing Debenture AND the said priority shall apply notwithstanding any sums which may from time to time be paid to the credit of any account or accounts of the Company with SCAN and notwithstanding that any such account or accounts may at any time be or appear to be out of debit AND NOTWITHSTANDING any settlement of account or any other matter or thing whatsoever the security conferred by the Debenture shall be a running and continuing security and shall remain in force as a first charge and mortgage on the Charged Property in the same manner as if the Debenture had been given and as if all moneys intended to be secured by the Debenture had been advanced or become owing or unpaid prior to SCAN receiving notice of the Existing Debenture and shall not be deemed to have been discharged postponed vacated or in any way prejudiced by the operation of the Rule of Law known as the Rule in Hopkinson v. Rolt (1861) 9 H.L. Cas. 415 or the Rule known as the Rule in Clayton's Case 1 Mer. 572 or otherwise until a release thereof has been executed by SCAN.

DATED the _____ day of _____ 1982.

SCHEDULE

2. Chargeholder's Name: THE COMMERCIAL BANK OF AUSTRALIA LIMITED
- Description: Banking Corporation
- Address: Cnr. Customhouse and Lambton Quays,
WELLINGTON.
3. Date of Execution of Existing Debenture: The 8th day of July 1980
- Date of Registration of Existing Debenture: The 9th

day of July 1980.

PART II

Contract dated
Scan

between the Borrower and

Debenture dated
Borrower

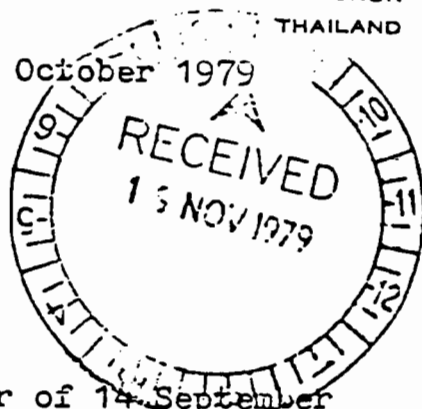
given to Scan by the



9 RELESS ROAD
P. O. BOX 2719
TEL: 251-8165

NEW ZEALAND EMBASSY
BANGKOK
THAILAND

29 October 1979



Mr A.J. Stamp,
Project Analyst,
Development Finance
Corporation of New Zealand,
P.O. Box 8862,
AUCKLAND.

Dear Mr Stamp,

Thank you for your letter of 14 September concerning Aotearoa International and their proposal to export shredded newspapers.

This office has worked closely with Aotearoa in its export efforts in Thailand where a good market has been found for waste paper, including used newspapers. The demand for old newspapers is indeed very good, but Aotearoa has been unable to exploit the opportunity because of a Thai regulation requiring that these be shredded before entry into Thailand. However, Aotearoa cannot at present afford the expense of purchasing the shredding machine which, it is believed, costs somewhere around \$200,000 for a second-hand one.

On his last visit to Bangkok, Mr Paul Cash, Manager of Aotearoa, was offered orders totalling some 950 tonnes of old newspapers a month at about \$130 per tonne, on an "evergreen" contract basis with provision for periodic revisions of price.

Cash has developed excellent contacts in Thailand. We have a high regard for his business ability and believe that given constructive financial assistance to facilitate the purchase of a shredding machine, he would be able to exploit the potential he has found here in Thailand, and also other markets believed to exist elsewhere in South East Asia.

Please let me know if further information is required.

Yours sincerely,

G.H. Lewis
(G.H. Lewis)
Trade Commissioner

HIGH COURT AUCKLAND	
v. _____	
Exhibit	11A

10/6/83	Registrar

13/47



NEW ZEALAND TRADE COMMISSIONER
KOTAK POS. 2439 DKT.
JAKARTA

25 September 1979

Mr A.J. Stamp,
Project Analyst,
Development Finance Corporation
of New Zealand,
P.O. Box 8862,
AUCKLAND

HIGH COURT AUCKLAND	
..... v.	
Exhibit	<u>11B</u>
10/6 R3.	Registrar

Dear Mr Stamp,

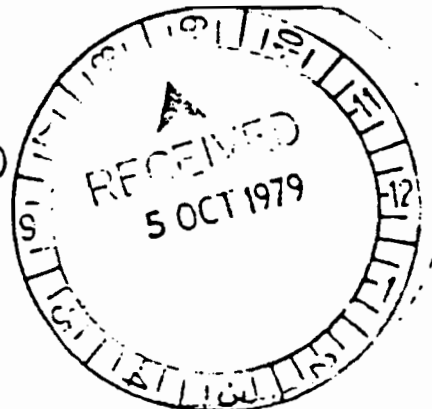
I refer to your letter of 14th September concerning the interest of Aotearoa International in installing a shredding and bailing machine for the export of waste paper. As you will appreciate, this office is not a customer of Aotearoa International and its customers in Indonesia are the various purchasers of waste paper. However, we can provide some comment on the situation here in relation to Aotearoa's proposal.

Officially it is not possible to import waste paper to Indonesia which has not been shredded (or "hogged"). The reasons for this policy are that the Indonesians wish to protect their population from pornography and also to ensure that the Chinese population in Indonesia cannot have access to Chinese language newspapers. However, in Indonesia as usual, there are ways around such official regulations.

The market situation is that there is a considerable demand for shredded paper. It is difficult to pinpoint the amount with any accuracy but the attached statistics may be of some general use to you. Mr Cash of Aotearoa has already received one order for 400 tons from an Indonesian paper company and we understand that if supplies were available, he would sell quantities considerably in excess of this.

Yours sincerely,

Ken Geard
First Secretary (Commercial)



28th April 1983

CALCULATION FOR AOTEAROA INTERNATIONAL LIMITED
Regarding Claims Against ScanCarriers

Indian Sales Projections supplied by Mr P. Cash early in 1982 for the months March - July 1982 and based on the first contractual shipment in March 1982 -

	NZ FOB Value	Gross Profit (based on 1st delivery and previous experience)
	<u> </u>	<u> </u>
March (balance left)	40,000	8,000
April	113,000	31,000
May	156,000	91,000
June	171,000	92,000
July	178,000	58,000
	<u>\$658,000</u>	<u>\$280,000</u>

Plus Tax Rebates available on

FOB Sales lost

658,000 @ 25% = 165,000 @ Tax 45¢ 74,000

Promotion Cost

Probably 60,000 @ Tax 67.5¢ 40,000

New Markets Increase

@ 15% 45,000 @ Tax 45¢ 20,000

134,000

\$480,000

QTY	PRODUCT	PRICE	US C&F VALUE	NZ FOB VALUE	NZ CURRENCY INDIAN COMMISSION	NZ BUYING VALUE	PROFIT	EXPORT INCENTIVE	+ 15% ADDITIONAL
250	Mixed	230.00	57500	34109.40	1032.28	17500	15877.12	3871.05	2322.63
400	Mixed	217.50	87000	48798.79	7457.45	28000	13341.34	5489.86	3293.91
100	CPO	380.00	38000	32532.53	1126.42	16960	14146.11	3659.90	2195.94
60	MWL	310.00	18600	14264.26	698.19	8820	4716.07	1604.72	962.83
45	HWS	430.00	19350	17454.95	726.35	11200	5228.60	1963.68	1178.20
Firm Tonnage = 855			2205150	147459.93	11340.69	824801	53339.24	16589.21	9953.51
300	Mag	180.00	54000	22522.52	2027.02	Nil	20495.50	2533.78	1520.27
100	Mixed	217.50	21750	12199.69	1490.00	7000	3709.69	1372.46	823.47
			295900	182182.14	- 11857.71	89180	77544.43	20495.45	12297.25

EXHIBIT "13"

Total C & F NZ Currency 275462.96
 31303.53
 370245.24

Maximum Commission Fairhill Enterprise \$6821.31

HIGH COURT
 AUCKLAND

v.

Exhibit 13

10/6/83 Registrar

QTY	PRODUCT	SELLING PRICE	C&F VALUE	NZ FOB VALUE	NZ CURRENCY COMMISSION	\$NZ BUYING PRICE	PROFIT	EXPORT INCENTIVE	COUNTRY OF SALE	EXPORT ENTRY NO.
500	Mixed	230	11500	68818	10573.07	40000.00	18245.75	7742.02		
50	CPO	380	19000	16266.26	1338.83	9080.00	5847.43	2137.50		
40	HWS	430	17200	15515.51	1146.14	11200.00	3169.37	1935.00		
40	LEDGER	310	12400	9509.50	965.96	5880.00	2663.54	1395.00		
30	NEWSPAPER	110 NZ\$		3300.00	165.00	1800.00	1335.00			
660			163600	113409.20	-14189.00	67960.00	31261.09	13209.52		

EXHIBIT "13"

NZ\$ 204704.70
 NEW MARKET ADDITIONAL INCENTIVE ...7432.37.....
 EXPORT PROMOTIONS INCENTIVE
 TOTAL GROSS PROFIT

QTY	PRODUCT	SELLING PRICE	C&F VALUE	NZ FOB VALUE	NZ CURRENCY COMMISSION	\$NZ BUYING PRICE	PROFIT	EXPORT INCENTIVE	COUNTRY OF SALE	EXPORT ENTRY NO.
600	MIXED	240	144000	90090.09	12912.91	54000	23177.18	10135.13		
70	CPO	380	26600	22772.77	1874.37	12720	8178.40	2561.93		
40	HWS	430	17200	15515.51	1146.14	11200	3169.37	1745.49		
40	LEDGER	310	12400	9509.50	965.96	5880	2663.54	1069.81		
150	MAG	180	27000	11261.26	1013.51	3150	7097.75	1266.89		
30	NEWSPAPER\$	220 US\$	6600	3753.75	198.00	2250	1305.75	422.29		
30	NEWSPAPER\$	110 NZ\$		3300.00	165.00	1800	1335.00			
960			233800	156202.88	18275.89	91000	46926.99	17201.54		

NZ\$ 292542.54

NEW MARKET ADDITIONAL INCENTIVE ..10543.69.....

EXPORT PROMOTIONS INCENTIVE

TOTAL GROSS PROFIT

EXHIBIT "13"

QTY	PRODUCT	SELLING PRICE	C&F VALUE	NZ FOB VALUE	NZ CURRENCY COMMISSION	\$NZ BUYING PRICE	PROFIT	EXPORT INCENTIVE	COUNTRY OF SALE	EXPORT ENTRY NO.
500	MIXED	240	120000	75075.07	10760.76	45000	19314.31	8445.94		
60	CPO	380	22800	19519.51	1606.60	10600	7312.91	2195.24		
60	HWS	430	25800	23273.27	1719.21	15400	6154.06	2618.24		
40	LEDGER	310	12400	9505.50	965.96	5880	2663.54	1069.81		
250	NEWSPAPERS	180	45000	18768.76	1350.00	15000	2418.76	2111.48		
200	OCC	190	38000	17517.51	1140.00	14000	2377.51	1970.71		
30	NEWSPAPERS	220	6600	3753.75	198.00	2400	1155.75	422.29		
30	NEWSPAPERS	110		3300.00	165.00	1800	1335.00			
170			283000	170717.33	17905.53	110080.00	42731.84	18834.41		

NZ\$ 354104.10

NEW MARKET ADDITIONAL INCENTIVE ...11523.41.....

EXPORT PROMOTIONS INCENTIVE

TOTAL GROSS PROFIT

EXHIBIT "13"

QTY	PRODUCT	SELLING PRICE	C&F VALUE	NZ FOB VALUE	NZ CURRENCY COMMISSION	\$NZ BUYING PRICE	PROFIT	EXPORT INCENTIVE	COUNTRY OF SALE	EXPORT ENTRY NO.
600	MIXED	240	144000	90090.09	12912.91	54000	23177.18	10135.13		
70	CPO	380	26600	22772.77	1874.37	12720	8178.40	2561.93		
40	LEDGER	310	12400	9509.50	965.96	5880	2663.54	1069.81		
40	HWS	430	17200	15515.51	1146.14	11200	3169.37	1745.49		
250	NEWSPAPER	180	45000	18768.76	1350.00	15000	2418.76	2111.48		
200	OCC	190	38000	17517.51	1140.00	14000	2377.51	1970.71		
30	NEWSPAPER	220	6600	3753.75	198.00	2400	1155.75	422.29		
30	NEWSPAPER	110		3300	165.00	1800	1335.00			
1260			289800	177927.89	19752.38	117000	44475.51	20016.84		

EXHIBIT "13"

NZ\$ 362612.61

NEW MARKET ADDITIONAL INCENTIVE 20016.88

EXPORT PROMOTIONS INCENTIVE

TOTAL GROSS PROFIT

Exhibit 14
 14/6/83
 Register

7/4/82
 SCANCARRIERS HOVIK

7473 431

TOMBARDA V64 TENTATIVE ALLOCATION

	WEIGHT	CUBIC
WOOL	1804	2470
GENERAL	914	1646
ONIONS	400	884
TOTAL	3118	5000
REEFER 2 CHAMBERS PLUS 35 CONTAINERS	785	1302
JEDDAH		
GENERAL	300	623
REEFER 30X20	390	624
DUBAI		
GENERAL	2700	4860
REEFER 20X20	300	500
TOTAL	6793	12914

7/4/82
 SCANCARRIERS HOVIK

7473 431

TOMBARDA V64 TENTATIVE ALLOCATION

	WEIGHT	CUBIC
WOOL	1004	2470
GENERAL	914	1646
ONIONS	400	884
TOTAL	2318	5000
REEFER 2 CHAMBERS PLUS 35 CONTAINERS	785	1302
JEDDAH		
GENERAL	300	623
REEFER 30X20	390	624
DUBAI		
GENERAL	2700	4860
REEFER 20X20	300	500
TOTAL	6793	12914

EXHIBIT "14"

EXHIBIT 14

17/5/82
SCANCARRIERS HOVIK.

7754 KPW.

(CC SYDNEY - WS 129 KPW)

TOM V64 NZ BOOKINGS AS AT 17/5/82:-

<u>NZESA</u>	<u>AKL</u>	<u>TRG</u>	<u>NPE</u>	<u>TOTAL</u>
BALES	200		823	1023
WGT	29		121	150
GENERAL	304		329	633
REEFER	144	400	142	686
ONIONS	<u>300</u>	---	---	<u>300</u>
	777	400	592	1769
<u>JEDDAH</u>				
GEN	178		3	181
REEFER	<u>112</u>		<u>229</u>	<u>341</u>
	290		232	522
<u>DUBAI</u>				
REEFER			91	91
<u>BAHRAIN</u>				
GEN	8			8
<u>DAMMAM</u>				
MILK POWDER	162			162
<u>RIYADH</u>				
PAPER		600		600
REEFER		---	<u>30</u>	<u>30</u>
		600	30	630
<u>KUWAIT</u>				
PAPER		475		475
<u>BAGHDAD</u>				
CKD HOUSING		52		52
<u>KARACHI</u>				
BALES	130		217	367
WGT	22		32	54
PAPER	--	<u>268</u>	--	<u>268</u>
	22	268	32	322
TOTAL	1259	1795	977	4031

REDUCTION IN PAPER TO RIYADH DUE TO DOUBLE UP IN BOOKINGS.

+++

EXHIBIT 14

10/5/82

SCANCARRIERS HOVIK.

7711 KPW.

(CC SYDNEY - WS112 KPW)

TOMBARRA V64 NZ LOADING AS AT 10/5/82:-

<u>NZESA</u>	<u>AKL</u>	<u>NPE</u>	<u>TRG</u>	<u>TOTAL</u>
BALES	96	637		733
WEIGHT	12	94		106
GENERAL	255	248		503
REEFER	96	311	420	827
ONIONS	<u>300</u>	---	---	<u>300</u>
	663	653	420	1736
<u>JEDDAH</u>				
GENERAL	51			51
REEFER	<u>48</u>	<u>299</u>		<u>347</u>
	99	299		398
<u>DUBAI</u>				
GEN			86	86
REEFER		<u>40</u>	<u>90</u>	<u>130</u>
		40	176	216
<u>RIYADH</u>				
PAPER			1520	1520
<u>BAHRAIN</u>				
GENERAL	8			8
REEFER	-	<u>24</u>		<u>24</u>
	8	24		32
<u>KUWAIT</u>				
PAPER			475	475
<u>KARACHI</u>				
PAPER			20	20
<u>BAGHDAD</u>				
GENERAL	---	---	<u>35</u>	<u>35</u>
	770	1016	2646	4432

+++

EXHIBIT 14

10/6/82
 SCANCARRIERS HOVIK.
 7939 KPW.

TOM 64 NZ LOADING SAILED NPE 9/6/82:-

(1) WOOL:

	<u>AKL</u>	<u>TRG</u>	<u>NPE</u>	<u>WLG</u>
LVR	12		209	5
FLU			693	38
BRH			150	
GOT			68	107
OSL			190	
SIL	30			
TRD	95			

(2) SHEEPSKINS:

MZM			55	
-----	--	--	----	--

(3) FELTS

LVR	206			
BCN			36	
FLU			53	

(4) HIDES:

GOA			106	
-----	--	--	-----	--

(7) OTHER GENERAL:

LVR	6			
FLU	1			
HAM	1		2	
GOT	3			
OSL			190	

(8) FROZEN MEAT IN CONTAINERS:

DKK	67			27
ANR	8			
HAM	16			35
GOT	33			

(11) APPLES IN CONTAINERS:

FLU.			133	
------	--	--	-----	--

(12) APPLES IN LOCKERS:

FLU..			169	
-------	--	--	-----	--

(13) KIWIFRUIT IN CONTAINERS:

FLU.			97	
GOT	1		10	

EXHIBIT 14

6

18/5/82.
SCANCARRIERS SYDNEY.

WS131 KPW/SW116 GJC.

(CC HOVIK - 7759 KPW).

RYT TOMBARRA V64 DUE TO LACK OF SUPPORT CAUSED BY NOT CALLING
AT TIMARU WE CAN RELEASE TO YOU 1000 TONNES MAKING OUR REQUIREMENT
NOW 5793 TONNES.



The East Asiatic Company (New Zealand) Limited

Princes Court, Princes Street
C.P.O. Box 2693, Auckland 1
New Zealand

Telephone: 799-084
Telex - NZ21046

Telegrams:
Management - Mandarin
Shipping - Orient
Trading - Asiatico

Mr J. Dreury
Tredex (N.Z.) Ltd

28th May 1982

Auckland,

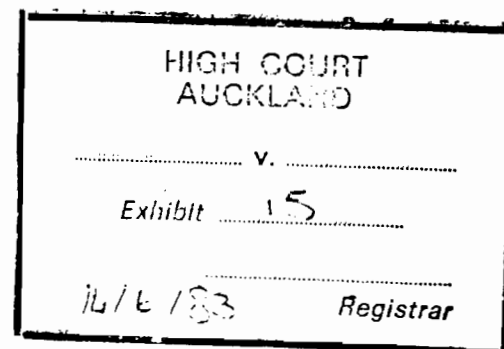
'Tombarra' v. 64

We confirm space for 500 tonnes unitized fish meal is available on the above vessel for shipment from Auckland to Jeddah subject to immediate confirmation and acceptance.

Yours Faithfully,



Paul Collins.



<p>SHIPPER</p> <p>Asteron International Ltd, P.O. Box 1615, Auckland, New Zealand</p>		<p>BILL OF LADING for Combined Transport or Port to Port Shipment</p> <p style="text-align: right;">No. A 57</p>	
<p>CONSIGNEE</p> <p>United Commercial Bank, New Delhi India</p>		<p>ScanCarriers</p> <p>Scandinavian Australia and New Zealand Carriers Ltd.</p> <p>Accepted by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of</p>	
<p>NOTIFY PARTY (No responsibility accepted for failure in this regard)</p> <p>Narayana Paper Mills (Prop Orient Steel and Industries Ltd) 1010 Ansal Bhawan 16 Kasturba Gandhi Marg New Delhi 110 001</p>		<p>indicated below * stated by the shipper to comprise the cargo specified below, for transportation subject to all the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Acceptance or the Port of Loading, whichever applicable, to the Port of Discharge or the Place of Delivery, whichever applicable. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the Shipper, Holder and Carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them. As far as this Bill of Lading covers combined transport it is based on the uniform rules for a Combined Transport Document (I.C.C. Brochure No. 298).</p>	
Intended Vessel and Voyage No.	Intended Port of Loading	Intended Port of Discharge	
Barranduna 772	Auckland	Bombay	
ALTERATION APPROVED			
MARKS AND NUMBERS	NUMBERS AND KIND OF PACKAGES	DESCRIPTION OF GOODS AND CONTAINER NUMBER(S)	NETT WEIGHT
PERPECTR.C BOOMBAY	235 PALLETS	THE EAST ASIATIC CO. LTD. Pallets said to contain 249.660 Metric Tonne R.P.C. Waste (Mixed Waste) at the rate of US\$220.75 PMT packed in fully pressed bales C and F	249.660 M/T
		FREIGHT NOT PAID	ALTERATION APPROVED
		SHIPPED ON BOARD THE OCEAN VESSEL... BARRANDUNA AT... AUCKLAND ON... 29 MAR 1982	P. Dean
UCO BANK Parliament Street, New Delhi P. Dean 20/1/82		ALTERATION APPROVED P. Dean	
PARTICULARS ABOVE DECLARED BY SHIPPER			
* Order Nos.	* Processed at	Type of Service	FREIGHT AND CHARGES
PS 348/82	Auckland	FCL/FCL	
* NOTE: For Shipper's purposes only neither affecting nor concerning carriage hereunder or the carrier in anyway whatsoever.			
Freight Nominat's)		FCL/LCL	
1) Asteron International Ltd,		LCL/FCL	
2) " " " "		LCL/LCL	
3) " " " "		Breakbulk	Y
4) Notified Party			
5) " " " "			
Place(s) of Acceptance *	Place of Delivery *	In Witness Whereof the said number of original Bills of Lading have been signed one of which being assigned the others shall be void.	
Auckland	Bombay	P. Dean	
* Applicable only when this document is used as a Combined Transport Bill of Lading.		FOR THE CARRIER P. Dean AT... 29 MAR 1982	

SUBJECT TO THE CONDITIONS OF CARRIAGE AND OTHER CONDITIONS ON REVERSE AND CARRIER'S LIABILITY TO BE AS FAR AS THIS BILL OF LADING COVERS TRANSPORT IT IS BASED ON THE UNIFORM RULES FOR A COMBINED TRANSPORT DOCUMENT (I.C.C. BROCHURE No. 298)

ScanCarriers Bill of Lading Standard Conditions

1. DEFINITIONS

"Carrier" means the Carrier on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such person.

"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Goods" means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, flat, or pallet or any similar article of transport used to consolidate goods.

"Carriage" means the whole of the operations and services undertaken by the Carrier in respect of the Goods.

"Combined Transport" arises when the Place of Acceptance and/or the Place of Delivery are indicated on the face hereof.

"Port to Port Shipment" arises where the Carriage called for by this Bill of Lading is not Combined Transport.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff.

2. CARRIER'S TARIFF

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

4. SUB-CONTRACTING AND INDEMNITY

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any person whomsoever by whom the Carriage or any part of the Carriage is performed or undertaken (other than the Carrier) which imposes or attempts to impose upon any such person or any vessel owned by any such person any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of such person and if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit; and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent and trustee for such persons.

5. CARRIER'S RESPONSIBILITY

(A) Port to Port Shipment

Where the Carriage called for by this Bill of Lading is a Port to Port Shipment, then:

(1) the liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading onto any sea-going vessel up to and during discharge from that vessel or from another sea-going vessel into which the Goods shall have been transhipped shall be determined in accordance with any national law making the Hague Rules or the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 (Hague Visby Rules) compulsorily applicable to this Bill of Lading (including the U.K. Carriage of Goods by Sea Act 1924, the Australian Sea Carriage of Goods

Act 1924 and the New Zealand Sea Carriage of Goods Act 1940) or, if there be no such national law, in accordance with the Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading dated 25th August 1924. All the terms of this Bill of Lading (except (B) below) shall apply to such Carriage, save that if any term in this Bill of Lading is inconsistent with or repugnant to the Hague Rules or the Hague Visby Rules as the case may be it shall to the extent of such inconsistency or repugnance and no further be null and void. Notwithstanding the above, the Carrier's liability, if any, shall be limited to loss of or damage to the Goods occurring from and during loading on to any sea-going vessel up to and during discharge from that vessel.

(2) for the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance if paid.

(B) Combined Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(1) Where the stage of Carriage where loss or damage occurred is not known

(a) Exclusions

Where the stage of Carriage where the loss or damage occurred is not known the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

(i) an act or omission of the Merchant;

(ii) insufficiency of or defective condition of packing or marking;

(iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;

- (iv) inherent vice of the Goods;
- (v) strike, lock-out, stoppage or restraint of labour the consequences of which the Carrier could not avoid by the exercise of reasonable diligence;
- (vi) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy;
- (vii) any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

The burden of proving that the loss or damage was due to one or more of the causes or events specified in this sub-clause (B)(1) shall rest upon the Carrier. Save that, when the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in paragraphs (a)(ii), (iii) or (iv) above, it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(c) Amount of Compensation

(i) Compensation shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Merchant or at the place and time when they should have been delivered.

(ii) The value of the Goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price, or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(iii) Except as provided in sub-clause (C)(3) below, compensation shall in no circumstances whatsoever and howsoever arising exceed US\$2.50 per kilo of the gross weight of the goods lost or damaged.

(2) Where the stage of Carriage where loss or damage occurred is known

Notwithstanding anything provided for in sub-clause (B)(1) above and subject to Clause 14 (Deck Cargo [and livestock]), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined:

(a) by the provisions contained in any international convention or national law, which provisions -

(i) cannot be departed from by private contract to the detriment of the Merchant; and

(ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

Provided that an international convention or national law will determine the Carrier's liability as aforesaid only if it would have been applicable if the contract referred to in (ii) above were governed:

(A) where the loss or damage occurred between the time that the Goods were received by the Carrier for Carriage and the time that the Goods were loaded at the port of loading, by the internal law of the state of the place of receipt; or

(B) where the loss or damage occurred during carriage by sea, by the internal law of the State of the final port of discharge; or

(C) where the loss or damage occurred between the time that the Goods were discharged at the final port of discharge and the time that the Goods were delivered to the Merchant, by the internal law of the State of the place of delivery; or

(b) where no international convention or national law would apply by virtue of (a) above, by the Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading dated 25th August 1924, if the loss or damage is known to have occurred at sea or on inland waterways, or

(c) by the provisions of sub-clause (B)(1) in cases where the provisions of paragraphs (a) and (b) above do not apply,

Where under the provisions of this sub-clause (B)(2) the liability of the Carrier shall be determined by the provisions of any international convention or national law, this liability shall be determined as though the Carrier were the carrier referred to in any such convention or national law;

References in this sub-clause (B)(2) to the internal law of a State shall be deemed to exclude all principles of private international law applied by that State.

For the purposes of this sub-clause (B)(2) references in the Hague Rules to carriage by sea shall be deemed to include references to carriage by inland waterways and the Hague Rules shall be construed accordingly.

(3) Special Provisions for Combined Transport

(a) Notice of loss or damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or

to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or, if the loss or damage is not apparent, within seven consecutive days thereafter.

(b) Time-bar

Subject to any provision of this Clause 5 to the contrary the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and notice thereof given to the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered.

(c) Exclusion of Limitation

The Carrier shall not be entitled to the benefit of the limitation of liability provided for in (B)(1)(c) above if it is proved that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.

(C) General (applicable to both Port to Port Shipment and Combined Transport)

(1) Delay

The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in sub-clause (B)(2) above the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by the delay.

Where under the provisions of (B)(2) above the Carrier is liable for delay, liability shall be limited to the element of the freight applicable to the relevant stage of transport provided this is not contrary to the international convention or national law concerned.

(2) Supply of Containers

The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier for Carriage or delivered to the Merchant.

(3) Ad Valorem

Higher compensation may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper, which exceeds the limits laid down in this Clause, has been stated in this Bill of Lading and extra freight paid if required. In that case the amount of the declared value shall be substituted for those limits. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(4) Hague Rules Limitation

Subject to (3) above, whenever Hague Rules are applicable, otherwise than by national law, in determining the liability of the Carrier, the liability shall in no event exceed £100 sterling per package or unit.

(5) Scope of Application

Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential loss or damage. The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay whether the action be founded in Contract or in Tort.

6. SHIPPER-PACKED CONTAINERS

If a Container has not been stowed by or on behalf of the Carrier:-

(a) the Carrier shall not be liable for loss of or damage to the Goods caused by

(i) the manner in which the Container has been stowed; or

(ii) the unsuitability of the Goods for carriage in Containers; or

(iii) the unsuitability or defective condition of the Container provided that where the Container has been provided by or on behalf of the Carrier this paragraph (iii) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stowed.

(b) the Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraph (a)(i), (ii) or (iii) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (a)(iii) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisos referred to in that paragraph apply.

7. INSPECTION OF GOODS

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

8. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time that the Goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods or any part thereof the Carrier may without notice to the Merchant take any measure(s) and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or abandon the Carriage and/or store the same ashore or afloat under cover or in the open, and any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

9. DESCRIPTION OF GOODS

(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise

noted, of the total number of Containers, packages or other units or weight of other cargoes specified on the face hereof. Proof to the contrary shall not be admissible when this Bill of Lading has been transferred to a third party acting in good faith.

(2) Except as provided in sub-clause 9(1) above, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

10. SHIPPER'S RESPONSIBILITY

(1) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct.

(2) The Shipper shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars or from any other cause in connection with the Goods for which the Carrier is not responsible.

11. FREIGHT AND CHARGES

(1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

(2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.

(3) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other package or unit in order to reweigh, remeasure or revalue the contents; and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that the sum equal to either five times the difference between the correct Freight and the Freight charged or to double the correct Freight less the Freight charged, whichever sum is the smaller, shall be

payable as liquidated damages to the Carrier.

(4) Except as may be provided to the contrary in the applicable Tariff all unpaid charges shall be paid without any set-off, counter-claim, deduction or stay of execution.

(5) Freight and liquidated damages under sub-clause 11(3) above may be recovered by the Carrier from any person falling within the definition of Merchant in Clause 1 whether or not such person is the Shipper.

12. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

13. OPTIONAL STOWAGE

(1) The Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, bunker space or any covered-in space commonly used in the trade for the carriage of goods.

(2) The Goods may be stowed by the Carrier in Containers.

(3) Goods stowed in Containers other than flats or pallets whether by the Carrier or the Merchant, may be carried on deck or under deck without notice to the Merchant. Such Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules (or where the Hague Visby Rules would be applicable to the Carriage under the provisions of Clause 5 (Carrier's Responsibility) hereof, for the purposes of the Hague Visby Rules).

14. DECK CARGO [AND LIVESTOCK]

[(1)] Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck [and livestock, whether or not carried on deck,] are carried without responsibility on the part of the Carrier

for loss or damage of whatsoever nature arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

[(2) Livestock are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising even though caused or contributed to by the act, neglect or default of the Carrier or by the unseaworthiness or unfitness of any vessel, craft, conveyance, Container or other place existing at any time. In the event of the Master, in his sole discretion, considering that any livestock is likely to be injurious to the health of any other livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage such livestock may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the carriage of such livestock.]

15. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant:-

(a) use any means of transport or stowage whatsoever;

(b) transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport whatsoever;

(c) unpack and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise;

(d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order;

(e) load or unload the Goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port;

(f) comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;

(g) permit the vessel to proceed with or without pilots.

(2) The liberties set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods including undergoing repairs, towing or being towed, adjusting instruments, dry docking and assisting vessels in all situations. Anything done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

(3) By tendering Goods for Carriage without any written request for Carriage in a specialised Container or for Carriage otherwise than in a Container the Merchant accepts that the Carriage may properly be undertaken in a general purpose Container.

16. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods or any part thereof safely or properly to be carried or carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavours the Carrier (whether or not the Carriage is commenced) may either:-

(a) Without notice to the Merchant abandon the Carriage of the Goods and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on

Goods received for Carriage, and the Merchant shall pay any additional costs of Carriage to and delivery and storage at such place or port; or

(b) without prejudice to the Carrier's right subsequently to abandon the Carriage under (a), upon notice to the Merchant suspend Carriage of the Goods or any part of them and store them ashore or afloat upon the terms of this Bill of Lading, against payment of such reasonable additional charges as the Carrier may determine. The Carrier undertakes to use best endeavours to forward Goods, the Carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed but makes no representation as to the maximum period between such removal and the forwarding of the Goods to the Place of Delivery named in the Bill of Lading.

17. DANGEROUS GOODS

(1) No goods which are or may become dangerous, inflammable or damaging (including radio-active materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without his express consent in writing and without the Container or other covering in which the goods are to be transported and the goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with the applicable laws, regulations or requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

(2) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during Carriage.

(3) Whether or not the Merchant was aware of the nature of the goods the Merchant shall indemnify

the Carrier against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this Clause.

(4) Nothing contained in this Clause shall deprive the Carrier of any of his rights otherwise provided for.

18. REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

19. NOTIFICATION AND DELIVERY

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly they come to hand at or on to any wharf, craft or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of the port to the contrary and notwithstanding that any charges, dues or other expenses may be or become payable. If craft are used, other than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged ashore without additional delay, the Goods (or that part thereof, as the case may be) shall nevertheless not be deemed to be discharged for the purposes of this Clause and of Clause 5 until they are discharged from such craft. The Merchant shall take delivery of the Goods upon discharge. All expenses incurred by reason of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.

(3) Where the Carriage called for by this Bill of

Lading is Combined Transport, the Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 2).

(4) If derelivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, whether the carriage called for by this Bill of Lading is a Port to Port Shipment or Combined Transport, the Carrier shall be entitled without notice to unstow the Goods or that part thereof if stowed in Containers and/or to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(5) If the Merchant failes to take delivery of the Goods within thirty days of its becoming due under sub-clause (2) or (3) above or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, and whether the Carriage is a Port to Port Shipment or Combined Transport, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell or dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

20. BOTH-TO-BLAME COLLISION

If the (carrying) ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier, or, where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or

demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects, other than, or in addition to the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

21. GENERAL AVERAGE

General average shall be adjustable according to the York/Antwerp Rules of 1974 at any port or place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

22. VARIATION OF THE CONTRACT, ETC

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

23. LAW AND JURISDICTION

Any claim or dispute arising under this Bill of Lading shall be determined by the courts of the country where the Carrier has its principal place of business and according to the law of those courts or, at the option of the Merchant, by the Australian courts according to Australian law where the Carriage includes shipment to or from Australia and by the New Zealand Courts according to New Zealand law where the Carriage includes shipment to or from New Zealand.

EXHIBIT "B"

24.2.82
ATTN M M CHOPRA

TKS YR TLX

PLS ASK CLIENTS TO ADVISE LC ESTABLISHMENT BY CABLE DIRECT TO OUR BANKERS COMMERCIAL BANK OF AUSTRALIA 450 QUEEN STREET AUCKLAND URGENTLY AS WE NEED TO KNOW FINAL FIGURES FOR SHPMT SOONEST

COMMISSION DRAFT POSTED BY REGISTERED MAIL EITHER LAST WEDNESDAY OR THURSDAY. MAIL NORMALLY TAKES 7 DAYS TO INDIA

COMMISSIONS CALCULATED AS PER AGREEMENT AS BELOW

MIXED WASTE 3% of \$180 PLUS ADD \$9.50 PER MT
CPO AND LEDGER 3% OF C AND F VALUE
TOTAL COMMISSION USD4918.08

PLS ADVISE WHETHER U HAVE SOLD ANY LEDGER THIS VSL

ALSO ADVISE URGENTLY POSITION ON WOODCHIPS AND PERLITE

WE HAVE AVAILABLE TWO OTHER QUALITIES OF WOODCHIPS MORE SUITABLE FOR HIGH GRADE RAYON PULP. THEY ARE WHITE FIR AND HEMLOCK PROVIDING WE HAVE FIRM ORDERS BY MARCH FIRST SHPMT WILL BE EFFECTED JUNE PRICE AT USD160 PER BDU C AND F INDIAN PORT

RGDS PAUL CASH

AOTEX NZ21931+
31-2828 RAJA IN
002.7 MIN

HIGH COURT AUCKLAND
Aorentoc Inter v. Seacarrers national Ltd
Exhibit B.
9/16/83
Registrar

EXHIBIT "D"

<p>SHIPPER</p> <p>Motero International Ltd, P.O. Box 1515, Auckland, New Zealand</p>	<p align="center">BILL OF LADING for Combined Transport or Port to Port Shipment</p> <p align="right">B/L No. A57</p>
<p>CONSIGNEE</p> <p>United Commercial Bank, New Delhi India</p>	<p align="center">ScanCarriers</p> <p align="center">Scandinavian Australia and New Zealand Carriers Ltd.</p> <p>Accepted by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of</p>
<p>NOTIFY PARTY (No responsibility accepted for failure in this regard)</p> <p>Korayana Paper Mills (Prop Orient Steel and Industries Ltd) 1010 Ansal Bhawan 16 Kasturba Gandhi Marg New Delhi 110 001</p>	<p>indicated below * stated by the shipper to comprise the cargo specified below, for transportation subject to all the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Acceptance or the Port of Loading, whichever applicable, to the Port of Discharge or the Place of Delivery, whichever applicable. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the Shipper, Holder and Carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.</p> <p>As far as this Bill of Lading covers combined transport it is based on the uniform rules for a Combined Transport Document (I.C.C. Brochure No. 298).</p>
<p>Intended Vessel and Voyage No. Barranduna 772</p>	<p>Intended Port of Loading Auckland</p>
<p>Intended Port of Discharge Bombay</p>	

To be carried forward to TRAGO VLS

MARKS AND NUMBERS AND KIND OF PACKAGES	DESCRIPTION OF GOODS AND CONTAINER NUMBER(S)	NET WEIGHT	GROSS WEIGHT	MEASUREMENT
PERFECT PAC BOMBAY	<p><i>235</i></p> <p>222 Ballets said to contain 249.660 Metric Tonne Paper Waste (Mixed Waste) at the rate of US\$220.35 P/W packed in fully pressed bales C and P</p>	249.660 M/T		
<p>SHIPPED ON BOARD THE OCEAN VESSEL <u>BARRANDUNA</u> AT <u>AUCKLAND</u> ON 31 MAR 1982 <u>26 MAR 1982</u></p>				

INCOMPLETE COPY NOT NEGOTIABLE

FOR FULL TERMS AND CONDITIONS OF CARRIAGE
SEE FRONT AND BACK OF ORIGINAL BILL OF LADING

PARTICULARS ABOVE DECLARED BY SHIPPER

* Order Nos. PS 318/82	* Processed at Auckland	Type of Service	FREIGHT AND CHARGES
		FCL/FCL	US\$120/Wt 29,959-20
		FCL/LCL	CABAF -1.46% 437.40
		LCL/FCL	
		LCL/LCL	US\$ 29521-80
		Breakbulk	CONU @ -79 N2\$ 37369-37

* NOTE: For Shipper's purposes only neither effecting nor concerning carriage hereunder or the carrier in anyway whatsoever.

- Freight Nominee(s)
- 1) Motero International Ltd,
 - 2) " " "
 - 3) " " "
 - 4) Notified Party
 - 5) " " "

Place(s) of Acceptance *	Place of Delivery *	No. OF ORIGINAL B/L
Auckland	Bombay	Three (3)

In Witness Whereof the said number of original Bills of Lading have been signed one of which being accomplished the others shall be void.

AOTEAROA INTERNATIONAL LIMITED
 P.O. BOX 1615
 AUCKLAND
 NEW ZEALAND

BILL OF LADING
 for Combined Transport or
 Port to Port Shipment

12110 A 22

CONSIGNEE

TBA

ScanCarriers

Scandinavian Australia and New Zealand Carriers Ltd

Accepted by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity

NOTIFY PARTY (No responsibility accepted for failure in this regard)

TBA

indicated below * stated by the shipper to comprise the cargo specified below, for transportation subject to all the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Acceptance or the Place of Loading, whichever applicable, to the Port of Discharge or the Place of Delivery, whichever applicable. On presentation of this document (as endorsed) to the Carrier, by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding on the Shipper, Holder and Carrier) become binding in all respects on the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.
 As far as this Bill of Lading covers combined transport it is based on uniform rules for a Combined Transport Document (I.C.C. Brochure 298).

Intended Vessel and Voyage No. TARAGO 48	Intended Port of Loading AUCKLAND
Intended Port of Discharge DUBAI	Intended Port of Delivery BOMBAY

MARKS AND NUMBERS NUMBERS AND KIND OF PACKAGES	DESCRIPTION OF GOODS AND CONTAINER NUMBER(S)	NETT WEIGHT	GROSS WEIGHT	MEASUREMENT
239 PALLETS WASTE PAPER LOADED ON 24 BOLSTERS			261.000	310.70
SHIPPED ON BOARD THE OCEAN VESSEL <u>TARAGO</u> AT <u>AUCKLAND</u> ON <u>11 MAY 1982</u> <i>120 FORM A</i>				
PARTICULARS ABOVE DECLARED BY SHIPPER				

* Order Nos.	* Processed at	Type of Service	FREIGHT AND CHARGES
		FCL/FCL	120.00/W \$ 31320.00
* NOTE: For Shipper's purposes only neither affecting nor concerning carriage hereunder or the carrier in anyway whatsoever.		FCL/LCL	CABAF-1.46 457.27
Freight Nominee(s)		LCL/FCL	U.S. \$ 30362.73
AOTEAROA INTERNATIONAL		LCL/LCL	CONV@.76
		Breakbulk	NZ \$ 40608.56
Place(s) of Acceptance *	Place of Delivery *	In Witness Whereof the said number of original Bills of Lading have been signed one of which being accomplished the others shall be void.	
AUCKLAND	BOMBAY	No. OF ORIGINAL	
* Applicable only when this document is used as a Combined Transport Bill of Lading.		FOR THE CARRIER..... AUCKLAND AT DATE.....	

HIGH COURT AUCKLAND <i>Adelco Inter. v. Scanlon's.</i> <i>National</i> Exhibit F 15/6/83 <i>[Signature]</i> Registrar

Report

EXHIBIT "F"

AOTEAROA v SCANCARRIERS

INDEX OF CALCULATIONS

1	Summary of Potential Losses	SCHEDULE 1
2	Calculation of Estimated Gross Margin on Various Shipments	SCHEDULE 2(a)
3	Notes relating to Calculations of Estimated Gross Margin on Various Shipments	SCHEDULE 2(b)
4	Calculation of Paper Costings Barranduna V.72 - March 1982	SCHEDULE 3(a)
5	Calculation of Paper Costings Tarago - May 1982	SCHEDULE 3(b)
6	Calculation of Paper Costings Tombarra - June 1982	SCHEDULE 3(c)
7	Calculation of paper Costings Barranduna - July 1982	SCHEDULE 3(d)
8	Notes relating to Calculations of Paper Costings on Various Shipments	SCHEDULE 3(e)
	[Interest Rates	
	Interest rates for letters of credit payable on sight and on 180 days after bill of lading date	
	Actual dates of sailings after Barranduna V.72	
	Freight calculations	
	Commissions - overseas agents	
	Commissions - Nigel Wilson's company	
	Paper costs	
	Sundry costs	
	Taxation Incentives	
	New market export incentive]	
9	Calculation of Estimated Gross Margins on 3 Shipments based on availability of 900 MT per month as defined in Document 191	SCHEDULE 4
10	Calculation of Gross margin and incentive on paper shipped on the Vishva Asha, George and Xinhua Long	SCHEDULE 5
11	Recalculation of shareholders' funds as at 31 March 1982	SCHEDULE 6
12	FOB Value Shipment by Shipment based on FOB calculation for Export Performance Taxation Incentive Purposes	SCHEDULE 7

AOTEAROA v SCANCARRIERSSummary of Potential Losses in Gross Margin and Taxation Incentives
excluding the paper to have been shipped on Barranduna V.72

1	919.4 MT	Tarago	May	28,291	(Sch 2a)
	919.4 MT	Tombarra	June	32,364	(Sch 2a)
	919.4 MT	Barranduna	July	35,586	(Sch 2a)
				<u>\$ 96,241</u>	

2 It may be appropriate to deduct from this total the amount of gross margin and incentive earned on paper shipped on the Vishva Asha, the George and the Xinhua Long which are identified on Schedule 5 as totaling \$37,412.

3 In evidence, Mr Cash confirmed that he would have had to travel to India to obtain orders and letters of credit for shipments subsequent to the Barranduna V.72. In addition, costs would have been incurred by way of telexes, telephone calls, salaries while overseas etc to obtain these orders, and for the purpose of this summary I have assumed that the total costs of obtaining orders for the additional tonnage would have been say \$7,000. In due course, a tax credit would have been obtained from the Inland Revenue Department of 67.5% of this amount of \$7,000, i e a total tax credit of \$4,725, so that the net cost to the company would have been \$2,275. This net amount should be deducted from the total margins and incentives.

4 Summary

Potential Profits on last 3 voyages of ScanCarriers vessels prior to termination of promotional freight rate		96,241
<u>Less</u> Gross Margin & Incentives on paper shipped on other vessels during this period (Sch 5)	37,412	
Saving in export market development cost	<u>2,275</u>	
		<u>39,687</u>
<u>Total Loss of Margin & Incentives</u>		<u>\$ 56,554</u>

If any adjustment is required in respect of paper not shipped on the Barranduna V.72 (refer Document 191), then the amount involved would be as follows: (Sch 3a)

		<u>Margin</u>	<u>Incentive</u>	<u>Total</u>
271.12 MT	Mixed	2,321	3,511	5,832
6.11 MT	Hard White	449	265	714
3.38 MT	White Ledger	166	87	253
				<u>\$ 6,799</u>

However, the 271.12 MT mixed waste was shipped on the Tarago, so that the adjustment on the paper not shipped may be confined to the unshipped hard white paper and white ledger paper, i e a total loss to Aotearoa of \$ 967 (assuming this paper was not ultimately sold elsewhere).

AOTEAROA v SCANCARRIERS

Calculation of Estimated Gross Margin on Various Shipments

		<u>C P O</u>		<u>HARD WHITE</u>		<u>MIXED</u>		<u>WHITE LEDGER</u>		<u>MAGAZINES</u>		<u>TOTAL</u>	
		<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>
<u>Barranduna (March 1982)</u>													
Margin	136.30	4,682	80.78	5,935	551.44	4,720	22.14	1,088	128.74	1,222	919.40	17,647	
Incentive		4,263		3,497		7,141		568		893		16,362	
		<u>8,945</u>		<u>9,432</u>		<u>11,861</u>		<u>1,656</u>		<u>2,115</u>		<u>34,009</u>	
<u>Tarago (May 1982)</u>													
Margin	136.30	3,335	80.78	4,893	551.44	1,831	22.14	900	128.74	1,156	919.40	12,115	
Incentive		4,216		3,458		7,058		561		883		16,176	
		<u>7,551</u>		<u>8,351</u>		<u>8,889</u>		<u>1,461</u>		<u>2,039</u>		<u>28,291</u>	
<u>Tombarra (June 1982)</u>													
Margin	136.30	4,333	80.78	5,704	551.44	3,529	22.14	1,035	128.74	1,277	919.40	15,878	
Incentive		4,298		3,525		7,191		572		900		16,486	
		<u>8,631</u>		<u>9,229</u>		<u>10,720</u>		<u>1,607</u>		<u>2,177</u>		<u>32,364</u>	
<u>Barranduna (July 1982)</u>													
Margin	136.30	5,156	80.78	6,410	551.44	4,538	22.14	1,140	128.74	1,430	919.40	18,674	
Incentive		4,408		3,616		7,378		587		923		16,912	
		<u>9,564</u>		<u>10,026</u>		<u>11,916</u>		<u>1,727</u>		<u>2,353</u>		<u>35,586</u>	
												<u>SCHEDULE 2(a)</u>	
												Total Margin - 4 Shipments	64,314
												Total Incentives - 4 Shipments	65,936
													<u>\$ 130,250</u>

Refer notes on Schedule 2(b)

AOTEAROA v SCANCARRIERS

Notes on Calculations of Estimated Gross Margin
on Various Shipments

- 1 The gross margin and incentive per tonne of the paper exported is identified on Schedules 3a, 3b, 3c and 3d.
- 2 The calculation shown on Schedule 2(a) for the Barranduna March 1982 is based on the total tonnage that was made available for shipment. (refer Document 191).
- 3 The May, June and July calculations are also based on the margin and incentive per tonne as identified on Schedules 3b, 3c and 3d.
- 4 For the purpose of making a calculation of the potential loss, if it is held that shipping space would have been available on all vessels sailing after the Barranduna V.72, but prior to the termination date of the promotional freight rate, i e 29 July 1982, I have assumed that the tonnage that would have been shipped on each vessel and the product mix would have been the same as that presented for shipment on the Barranduna V.72, i e 919.4 tonnes per shipment.

Based on a total margin, including incentives, for the 4 shipments of \$130,250, a deduction should be made for the profit on the Barranduna V.72 shipment.

- 5 As well as deducting the profits earned on the Barranduna V.72 shipment, a deduction should also be made for paper shipped on the Vishva Asha V.24 and on the George I and on the XinhuaLong. If it is held that the paper shipped on these 3 vessels would have come from the total available paper referred to by Mr Cash - see Document 191 - then the gross margin and incentives on these shipments as calculated on Schedule 5 will have to be deducted from the calculations shown on Schedule 1 being the potential shipments on the 3 vessels after Barranduna V.72.

- 6 Document 191 prepared by Mr Cash stated that the company was able to collect per month the following tonnage:

100 MT	CPO
100 MT	White
600 MT	Mixed Waste (at least)
60 MT	Magazines
40 MT	White Ledger

I have prepared a schedule to calculate the potential gross margin for the three shipments after the Barranduna, based on the product mix referred to by Mr Cash, which totals 900 tonnes per voyage. (Sch 4).

- 7 The effect of changing exchange rates is identified by the variation in total gross margin and incentives for each shipment.

AOTEAROA v SCANCARRIERS

Schedule of Paper Costings - March 1982

	<u>C P O</u>		<u>H A R D W H I T E</u>		<u>M I X E D</u>		<u>W H I T E L E D G E R</u>		<u>M A G A Z I N E S</u>	
	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>
Selling Price	360.00	.8264 435.62	451.50	.8264 546.35	220.35	.8264 266.64	317.10	.8264 383.71	174.60	.7764 224.88
Less Freight	121.75	.7612 159.94	121.75	.7612 159.94	121.75	.7612 159.94	121.75	.7612 159.94	121.75	.7612 159.94
<u>FOB Value</u>	238.25	275.68	329.75	386.41	98.60	106.70	195.35	223.77	52.85	64.94
<u>Less Commission</u>										
Overseas Agent	(10.80)	.7612 (14.19)	(13.55)	.7612 (17.80)	(14.90)	.7612 (19.57)	(9.51)	.7612 (12.49)	(5.24)	.7612 (6.88)
Nigel Wilson's Company	(10.00)	.7612 (13.14)	(10.00)	.7612 (13.14)	(5.00)	.7612 (6.57)	(10.00)	.7612 (13.14)	(5.00)	.7612 (6.57)
		248.35		355.47		80.56		198.14		51.49
<u>Less NZ Costs</u>										
Paper	212.00		280.00		70.00		147.00		40.00	
Sundry Costs	2.00		2.00		2.00		2.00		2.00	
		214.00		282.00		72.00		149.00		42.00
<u>GROSS MARGIN before Overheads</u>		34.35		73.47		8.56		49.14		9.49
		184.50								
<u>Taxation Incentive</u>										
11.25% of FOB Value	11.25% of		11.25% of		11.25% of		11.25% of		11.25% of	
	238.25 @ .7712	34.75	329.75 @ .7712	48.10	98.60 @ .7712	14.38	195.35 @ .7712	28.50	52.85 @ .7712	7.71
<u>90% of Incentive</u>		31.28		43.29		12.95		25.65		6.94
		1.66								

Refer notes on Schedule 3(e)

EXHIBIT "F"

SCHEDULE 3(a)

AOTEAROA v SCANCARRIERS

Schedule of Paper Costings - May 1982

	<u>C P O</u>		<u>H A R D W H I T E</u>			<u>M I X E D</u>			<u>W H I T E L E D G E R</u>			<u>M A G A Z I N E S</u>		
	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>		
Selling Price	360.00	.8498 423.63	451.50	.8498 531.30	220.35	.8498 259.30	317.10	.8498 373.15	174.60	.7850 222.42				
Less Freight	121.75	.7699 158.14	121.75	.7699 158.14	121.75	.7699 158.14	121.75	.7699 158.14	121.75	.7699 158.14	121.75	.7699 158.14		
<u>FOB Value</u>	238.25	265.49	329.75	373.16	98.60	101.16	195.35	215.01	52.85	64.28				
<u>Less Commission</u>														
Overseas Agent	(10.80)	.7699 (14.03)	(13.55)	.7699 (17.60)	(14.90)	.7699 (19.35)	(9.51)	.7699 (12.35)	(5.24)	.7699 (6.81)				
Nigel Wilson's Company	(10.00)	.7699 (12.99)	(10.00)	.7699 (12.99)	(5.00)	.7699 (6.49)	(10.00)	.7699 (12.99)	(5.00)	.7699 (6.49)				
		238.47		342.57		75.32		189.67		50.98				
<u>Less N Z Costs</u>														
Paper		212.00		280.00		70.00		147.00		40.00				
Sundry Costs		2.00		2.00		2.00		2.00		2.00				
		214.00		282.00		72.00		149.00		42.00				
<u>GROSS MARGIN before Overheads</u>		24.47		60.57		3.32		40.67		8.98				
<u>Taxation Incentive</u>														
11.25% of FOB Value	11.25% of		11.25% of		11.25% of		11.25% of		11.25% of					
	238.25 @ .7799	34.37	329.75 @ .7799	47.57	98.60 @ .7799	14.22	195.35 @ .7799	28.18	52.85 @ .7799	7.62				
<u>90% of Incentive</u>		30.93		42.81		12.80		25.36		6.86				

Refer notes on Schedule 3(e)

EXHIBIT "F"

SCHEDULE 3C

AOTEAROA v SCANCARRIERS

Schedule of Paper Costings - June 1982

	<u>C P O</u>		<u>H A R D W H I T E</u>		<u>M I X E D</u>		<u>W H I T E L E D G E R</u>		<u>M A G A Z I N E S</u>	
	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>
Selling Price	360.00	.8284 434.57	451.50	.8284 545.03	220.35	.8284 265.99	317.10	.8284 382.79	174.60	.7701 226.72
Less Freight	121.75	.7551 161.24	121.75	.7551 161.24	121.75	.7551 161.24	121.75	.7551 161.24	121.75	.7551 161.24
<u>FOB Value</u>	238.25	273.33	329.75	383.79	98.60	104.75	195.35	221.55	52.85	65.48
<u>Less Commissions</u>										
Overseas Agent	(10.80)	.7551 (14.30)	(13.55)	.7551 (17.94)	(14.90)	.7551 (19.73)	(9.51)	.7551 (12.59)	(5.24)	.7551 (6.94)
Nigel Wilson's Company	(10.00)	.7551 (13.24)	(10.00)	.7551 (13.24)	(5.00)	.7551 (6.62)	(10.00)	.7551 (13.24)	(5.00)	.7551 (6.62)
		245.79		352.61		78.40		195.72		51.92
<u>Less N Z Costs</u>										
Paper	212.00		280.00		70.00		147.00		40.00	
Sundry Costs	2.00		2.00		2.00		2.00		2.00	
		214.00		282.00		72.00		149.00		42.00
<u>GROSS MARGIN before Overheads</u>		<u>31.79</u>		<u>70.61</u>		<u>6.40</u>		<u>46.72</u>		<u>9.92</u>
<u>Taxation Incentive</u>										
11.25% of FOB Value	11.25% of		11.25% of		11.25% of		11.25% of		11.25% of	
	238.25 @ .7651	35.03	329.75 @ .7651	48.49	98.60 @ .7651	14.50	195.35 @ .7651	28.72	52.85 @ .7651	7.77
<u>90% of Incentive</u>		<u>31.53</u>		<u>43.64</u>		<u>13.04</u>		<u>25.85</u>		<u>6.99</u>

Refer notes on Schedule 3(e)

EXHIBIT "F"

SCHEDULE 3(c)

AOTEAROA v SCANCARRIERS

Schedule of Paper Costings - July 1982

	<u>C P O</u>		<u>H A R D W H I T E</u>			<u>M I X E D</u>			<u>W H I T E L E D G E R</u>			<u>M A G A Z I N E S</u>			
	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>	<u>US\$</u>	<u>NZ\$</u>			
Selling Price	360.00	.8080	445.54	451.50	.8080	558.79	220.35	.8080	272.71	317.10	.8080	392.45	174.60	.7511	232.46
Less Freight	121.75	.7359	165.44	121.75	.7359	165.44	121.75	.7359	165.44	121.75	.7359	165.44	121.75	.7359	165.44
<u>FOB Value</u>	238.25		280.10	329.75		393.35	98.60		107.27	195.35		227.01	52.85		67.02
<u>Less Commission</u>															
Overseas Agent	(10.80)	.7359	(14.68)	(13.55)	.7359	(18.41)	(14.90)	.7359	(20.25)	(9.51)	.7359	(12.92)	(5.24)	.7359	(7.12)
Nigel Wilson's Company	(10.00)	.7359	(13.59)	(10.00)	.7359	(13.59)	(5.00)	.7359	(6.79)	(10.00)	.7359	(13.59)	(5.00)	.7359	(6.79)
			251.83			361.35			80.23			200.50			53.11
<u>Less N Z Costs</u>															
Paper	212.00			280.00			70.00			147.00			40.00		
Sundry Costs	2.00			2.00			2.00			2.00			2.00		
			214.00			282.00			72.00			149.00			42.00
<u>GROSS MARGIN before Overheads</u>			37.83			79.35			8.23			51.50			11.11
<u>Taxation Incentive</u>															
11.25% of FOB Value	11.25% of			11.25% of			11.25% of			11.25% of			11.25% of		
	238.25 @ .7459		35.93	329.75 @ .7459		49.73	98.60 @ .7459		14.87	195.35 @ .7459		29.46	52.85 @ .7459		7.97
<u>90% of Incentive</u>			32.34			44.76			13.38			26.52			7.17

Refer notes on Schedule 3(e)

EXHIBIT "F"

SCHEDULE 3 (

AOTEAROA v SCANCARRIERS

Notes on Schedules of Paper Costings - March/July 1982

1 Operative Exchange Rates for Conversion US\$ - NZ\$

<u>Date</u>	<u>T/T Buying Rate</u>	<u>T/T Selling Rate</u>	<u>O/D Air (Sight Transactions)</u>	<u>180 days from bill of lading date</u>
1/4/82	.7712	.7612	.7764	.8264
11/5/82	.7799	.7699	.7850	.8498
8/6/82	.7651	.7551	.7701	.8284
5/7/82	.7459	.7359	.7511	.8080

2 The dates shown in (1) above correspond to the dates on which bills of lading could have been expected to be presented to the bank. The loading dates for vessels other than the Barranduna V.72 were as follows:

Tarago	11 May
Tombarra	5 June
Barranduna	5 July

3 The T/T buying rate is appropriate for converting the FOB value for the purpose of calculating taxation incentives.

4 Where the letters of credit are on a sight basis (magazine sales to Karachi) the O/D air rate is used by the bank as this builds in an interest factor based on an estimated number of days before the bank will receive reimbursement.

5 Where the letters of credit stipulate payment 180 days from the bill of lading date, the bank uses an exchange rate that builds in an interest factor for the period of 180 days. The effective conversion rate for this calculation depends on the appropriate interest rate used by the bank in respect of US currency transactions, and these rates vary from month to month.

6 The freight calculation is based on the rate of US\$120 per tonne plus a loading of 1.46% being the CABAF adjustment. This is equivalent to a total freight cost of US\$121.75 per tonne.

7 Commissions

The commission calculations are based on evidence presented to the Court and confirmed by Mr Cash. The commission payable to the overseas agents is 3% of the C&F price other than in the case of mixed waste when the amount is 3% on US\$180 plus US\$9.50 per tonne.

The commission payable to Nigel Wilson's company is US\$10.00 per tonne other than mixed waste and magazines, where the amount is \$5 per tonne. I have used the same calculations for commissions payable on magazines as I have used for mixed waste.

8 Paper Costs

The paper costs shown in the calculations are based on the invoiced costs for paper supplied by the various outside paper suppliers for the Barranduna V.72 shipment. However, in the case of magazines, the figure used of \$40 is an estimate as this paper was not brought in from outside suppliers. The estimate of \$40 is to cover any payments made to suppliers, costs of sorting, bundling, baling, strapping, palletising, over-wrapping, freight to wharf and any other costs associated with the collection and processing.

9 Sundry Costs

I have allowed a constant cost of \$2 per tonne to cover incidental direct costs relating to export shipments. This would cover items such as forklift charges on the wharf when trucks are being unloaded and paper placed into store, bank charges, weighbridge charges, cargo certification charges etc.

10 Taxation Incentives

The taxation incentive appropriate for paper shipped overseas is based on the FOB value, i.e. selling price less freight costs. The incentive is calculated after taking into account the company's base period, which is the average FOB value of exports for the first 3 of the 7 prior years. Aotearoa International Limited had a base period of some significance, and Mr Cash in evidence referred to substantial levels of exports in prior years. I have not established the exact effect of the base period as I do not have details of these figures, but in my calculation I have made a modest adjustment on the assumption that the incentive calculation will be affected by the base period and I have included the incentive on the basis of 90% of the amount that could have been claimed if there had been no base period.

To illustrate the effect of the base period, a calculation is shown below:

FOB Export sales year ended 31.3.83 - say	1,000,000
FOB Export sales year ended 31.3.78	400,000
FOB Export sales year ended 31.3.77	300,000
FOB Export sales year ended 31.3.76	200,000
	<hr/>
i.e. Average FOB sales in base period	300,000
	<hr/>
<u>Increased FOB Export Sales</u>	\$ 700,000
	<hr/>
i.e. Value of tax credit would be 11.25% of \$700,000	
(700,000 x 25% x .45)	

However, there is an alternative calculation which gives an exporter some benefits where the base period is substantial. The alternative calculation is made as follows:

<u>1983 total export sales</u>	x 25% of the increased export sales for 1982
1982 total export sales	

To illustrate this example, if an assumption is made that export sales for the year ended 31 March 1982 had been \$800,000 and that the 1982 exports exceeded the base period for that year by \$500,000, then the calculation would be:

$$\frac{1,000,000}{800,000} \times 25\% \text{ of } 500,000 = 156,250$$

Converting this to a tax credit gives a credit of \$70,312, whereas if there had been no base period the tax credit would have been \$112,500, or if the base period was \$300,000 as shown in the first example above, then the tax credit would be \$78,750.

These calculations merely identify that Aotearoa would not be likely to have received tax credits without some adjustment for its base period. The Inland Revenue Department form attached is for the year ended 31 March 1981 but the principle of this calculation is the same for the year ended 31 March 1983.

11 New Market Export Incentive (now no longer operative)

Section 157 of the Income Tax Act 1976 states that where a market has been defined as a 'new market' an additional incentive is available in respect of sales achieved in the period of the 12 months following the first sale into the defined market and the incentive for the second 12 month period relates to increases in export sales into the defined new market to the extent that they exceed export sales in the first 12 month period.

However, Section 157(10) was inserted by No 18 - 1979 S.22 and applies to the tax on income derived in the income year commencing on 1 April 1980 and in every subsequent year and the Section states:

"Where in any income year a taxpayer has been allowed a credit of tax under Section 156A of this Act in respect of any export goods, no deduction shall be allowed to that taxpayer under this section in respect of any new market export goods in that income year or any succeeding income year."

From the evidence given by Mr Watson it would appear that there may be some confusion between export incentives gained in respect of new market areas approved in prior years (Mr Watson referred to Japan) but in the case of the Indian sales it is submitted that Section 157(10) clearly indicates that for the year ended 31 March 1982 and 31 March 1983 the incentive would not have been available.

If the new market incentive had been applicable and if the period of the claim fell within the first 12 month period, then the incentive was equivalent to a tax deduction of 15% of the FOB value of exports. Converting this calculation into a tax credit it then becomes equivalent to:

$$\frac{15}{100} \times .45 = 6.75\% \text{ of FOB exports}$$

EXHIBIT "F"

THE INCREASED EXPORT INCENTIVE DEDUCTION
Section 156 of the Income Tax Act 1978

IR 320A
1981

YEAR ENDED 31 MARCH 1981
(or equivalent balance date)

See notes overleaf. If you need further explanation or help, please contact the local Inland Revenue Office.

Taxpayer's full name:.....

PART ONE - CALCULATION OF INCREASED EXPORT SALES FOR 1981
Description of qualifying export goods - state fully.

F.O.B. Value of Sales

Table with 2 columns: Description of qualifying export goods, F.O.B. Value of Sales. Multiple rows for listing goods and their values.

Total Export Sales of qualifying goods for 1981 \$..... A

- Add together TOTAL value of export sales of qualifying goods for the years ended 31 March: (or equivalent balance date)

1974 \$.....

1975 \$.....

1976 \$.....

TOTAL \$.....

Divide TOTAL by 3 and deduct answer from A \$.....

THIS is your INCREASED EXPORT SALES FOR 1981 \$.....

- Work out 25 percent of the Increased Export Sales \$..... B

PART TWO - CALCULATION OF GUARANTEED DEDUCTION FOR 1981

Refer to your 1980 claim on form IR 320A and enter:

Total qualifying export sales for 1980 (Total A 1980) \$..... C

25% of the "Increased Export Sales for 1980" (Shown at B 1980) \$..... D

- Work out the Guaranteed Deduction as follows:

A \$..... x D \$..... = \$..... E
C \$..... 1

Claim the greater of B or E as your incentive deduction

I hereby certify that the claims for increased export sales of qualifying goods have been made on an F.O.B. basis and that the base period sales have been adjusted where applicable.

(Signature) (Designation) (Date)

If you are converting the incentive to a TAX CREDIT please also complete IR 320D.

AOTEAROA v SCANCARRIERS

Calculation of Potential Profits on Paper to be shipped May-July 1982

	<u>C P O</u>		<u>HARD WHITE</u>		<u>MIXED</u>		<u>WHITE LEDGER</u>		<u>MAGAZINES</u>		<u>TOTAL</u>	
	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>	<u>MT</u>	<u>\$</u>
<u>Tarago</u> (May)	100	2,447	100	6,057	600	1,992	40	1,627	60	539	900	12,662
Incentive		3,993		4,281		7,680		1,014		412		17,380
		<u>6,440</u>		<u>10,338</u>		<u>9,672</u>		<u>2,641</u>		<u>951</u>		<u>30,042</u>
<u>Tombarra</u> (June)	100	3,179	100	7,061	600	3,840	40	1,869	60	595	900	16,544
Incentive		3,153		4,364		7,824		1,034		419		16,794
		<u>6,332</u>		<u>11,425</u>		<u>11,664</u>		<u>2,903</u>		<u>1,014</u>		<u>33,338</u>
<u>Barranduna</u> (July)	100	3,783	100	7,935	600	4,938	40	2,060	60	667	900	19,383
Incentive		3,234		4,476		8,028		1,061		430		17,229
		<u>7,017</u>		<u>12,411</u>		<u>12,966</u>		<u>3,121</u>		<u>1,097</u>		<u>36,612</u>
											Total for 3 shipments - Gross Margin	48,589
											Incentives	51,403
											\$ 99,992	
											113,669	

EXHIBIT "F"

SCHEDULE 4

AOTEAROA v SCANCARRIERSCalculation of Profits on Paper Shipped on Vessels
other than ScanCarrier Vessels April-July 1982

<u>VISHVA ASHA V.24</u>		<u>US\$</u>		<u>NZ\$</u>
a)	<u>70 MT Hard White @ US\$455.80</u>	31,906	.8284	38,515
	<u>Less Commission</u>			
	Overseas Agent	957	.7551	(1,267)
	Nigel Wilson's Company	700	.7551	(927)
				<u>36,321</u>
	<u>Less N Z Costs</u>			
	Freight @ 154.86			(10,841)
	Paper @ 280.00			(19,600)
	Sundry @ 2.00			(140)
				<u>5,740</u>
	<u>Gross Margin before Overheads</u>			<u>5,740</u>
	<u>Taxation Incentive</u>			
	11.25% of [\$31,906 @ .7651 - 10841]			3,472
	<u>90% of Incentive</u>			<u>3,125</u>
b)	<u>18.97 MT Hard White</u>			
	Details not known - margin calculated on same proportional basis as shipment above			
	<u>Gross Margin before Overheads</u>	5740 x	$\frac{18.97}{70}$	<u>1,556</u>
	<u>Taxation Incentive</u>	3125 x	$\frac{18.97}{70}$	<u>847</u>
		<u>US\$</u>		<u>NZ\$</u>
c)	<u>119.5 MT CPO @ 386.90</u>	46,235	.8284	55,812
	<u>Less Commission</u>			
	Overseas Agent	1,387	.7551	(1,837)
	Nigel Wilson's Company	1,195	.7551	(1,583)
				<u>52,392</u>
	<u>Less N Z Costs</u>			
	Freight @ 154.86			(18,506)
	Paper @ 212.00			(25,334)
	Sundry @ 2.00			(239)
				<u>8,313</u>
	<u>Gross Margin before Overheads</u>			<u>8,313</u>
	<u>Taxation Incentive</u>			
	11.25% of [\$46235 @ .7651 - 18506]			4,716
	<u>90% of Incentive</u>			<u>4,245</u>

d)	<u>10.79 MT White Ledger</u>	<u>US\$</u>		<u>NZ\$</u>
	10.79 @ est price of 317.10	3,422	.8284	4,130
	<u>Less Commission</u>			
	Overseas Agent	103	.7551	(136)
	Nigel Wilson's Company	108	.7551	(143)
				<u>3,851</u>
	<u>Less N Z Costs</u>			
	Freight @ 154.86			(1,671)
	Paper @ 147.00			(1,586)
	Sundry @ 2.00			(22)
				<u>572</u>
	<u>Gross Margin before Overheads</u>			<u>572</u>
	<u>Taxation Incentive</u>			
	11.25% of [3422 @ .7651 - 1671]			315
	<u>90% of Incentive</u>			<u>284</u>

SUMMARY OF MARGINS ON VISHVA ASHA V.24

	<u>Gross</u>	<u>Incentive</u>	<u>Total</u>
	<u>Margin</u>		
70.00 MT Hard White	5,740	3,125	8,865
18.97 MT Hard White	1,556	847	2,403
119.5 MT CPO	8,313	4,245	12,558
10.79 MT White Ledger	572	284	856
	<u>16,181</u>	<u>8,501</u>	<u>24,682</u>

GEORGE I

77.92 MT CPO			
(Details not known - calculations based on proportional basis for CPO on Vishva Asha)	5,420	2,768	8,188

XINHUA LONG

43.22 MT CPO			
(Details not know - calculations based on proportional basis for CPO on Vishva Asha)	3,007	1,535	4,542

TOTAL FOR 3 VESSELS

<u>24,608</u>	<u>12,804</u>	<u>37,412</u>
---------------	---------------	---------------

AOTEAROA v SCANCARRIERSRecalculation of Shareholders' Funds at 31 March 1982

Shareholders' Funds as per Accounts		113,973
<u>Less:</u> PAYE underaccrued	12,472	
ACC levy underaccrued	2,485	
Bonus issue tax not provided for	11,473	
Overstated tax credits	45,432	
		<u>71,862</u>
		42,111
<u>Less:</u> Unpaid freight re Barranduna shipment		<u>71,685</u>
		(29,574)
<u>Plus:</u> Directors' Current Accounts - possibly not recoverable		(24,113)
		<u>\$ (53,687)</u>

Notes:

- 1 The calculations shown above in respect of PAYE, accident compensation levy, bonus issue tax and overstated tax credits have been confirmed from income tax assessments issued subsequent to 31 March 1982.
- 2 For the purpose of examining the solvency of the company, I have deducted the directors' current accounts on the assumption that these funds have not subsequently been repaid to the company and are possibly not available.
- 3 As at 31 March 1982 no liability appears to have been taken up in the company's records for the unpaid freight on the Barranduna shipment, and the adjustment shown above corresponds with the counter-claim by ScanCarriers A/S. The proceeds of the sale of paper shipped on the Barranduna were included in the profits to 31 March 1982, and accordingly the freight should also have been taken into account.
- 4 In considering the solvency situation at 31 March 1982 it should be noted that approximately \$ 108,000 of current assets represented tax credits. It is understood that these tax credits were received over an extended period. Assuming there are no major queries from the Inland Revenue Department and tax returns are lodged within approximately two months after balance date, then receipt of tax credits could be anticipated say four or five months after 31st March.

It is relevant to note that approximately \$26,000 of the tax credits were received in June 1982, and approximately \$45,000 in August 1982. The Inland Revenue Department had deducted from the first payment the arrears of PAYE, ACC levy and bonus issue tax.

AOTEAROA v SCANCARRIERSFOB Value Shipment by Shipment based on FOB Calculation
for Export Performance Taxation Incentive Purposes

Barranduna - March 1982	161,600
Tarago - May 1982	159,763
Tombarra - June 1982	162,825
Barranduna - July 1982	167,032

These calculations have been prepared on the basis of Schedule 2(a), i e assuming constant shipments of 919.40 MT with the same product mix and price and cost structure as for the Barranduna V.72.

These FOB figures have been calculated by multiplying the total tax incentive shown on Schedule 2(a) by a factor of $\frac{10}{9}$ and then dividing this answer by .1125.

37.1 SW E10000 IN 000000

HIGH COURT AUSTRALIA	
..... v.	
Exhibit	6
16/6 /83	Registrar

14/4/82
 SCANCARRIERS HOVIK,
 7512 OA/7459 KF.

48 /

IN SHORT TERMS SHORTSHIPPED IN AKL 271 TONNES ON SAME B/L AS SHIPPED 300 TONNES STOP OUR SOLICITOR CHAPMAN TRIPP HAVE RCVD ALL NECESSARY GUARANTEES AND B/L HAS BEEN RELEASED BUT STAMPED FREIGHT NOT PAID STOP BANK HOLDING LETTER OF CREDIT FOR SHORT-SHIPPE~~D~~ QUANTITY HAS PROMISED TO SECURE OF FREIGHT.

+++

1 /

000000000000

EXHIBIT "H"

AGREEMENT made the _____ day of _____ 1978

BETWEEN

a duly incorporated company having its registered office
at _____ (hereinafter with its successors and permitted
assigns called

AND _____ a duly incorporated
company having its registered office at _____ (hereinafter
with its successors and permitted assigns called

WHEREAS _____ and _____ have agreed subject as hereinafter
appears that _____ will transport all of _____ cargo to
be transported from New Zealand to Australia and from Australia
to New Zealand and may transport other cargo of

NOW IT IS HEREBY AGREED by and between the parties hereto as
follows:

1. Definitions

In this Agreement unless the context otherwise requires:

1.1 _____ means _____ and

1.2 _____ means all
_____ and _____ owned sold or produced by _____ and
transported or intended to be transported to Australia
(but excluding any thing purchased by or transferred
to _____ for the purpose of enabling such thing to be
transported to Australia at the freight rates provided
for in this Agreement);

1.3 "the Principal Trans Tasman Service" means the transport
of _____ from New Zealand to
Australia pursuant to this Agreement;

1.4 "the existing _____ methods of operation" means the methods
employed as at the date hereof between the wharf at

and the wharf at the Australian port of destination for the transport of

vessels and includes the manner in which such cargo is presented for shipment;

1.5 "the Other Trans Tasman Service" means the transport of Other Trans Tasman Cargo;

1.6 "Other Trans Tasman Cargo" means all cargo owned or sold or produced by (other than

and any thing purchased by or transferred to for the purpose of enabling such thing to be transported at the freight rates provided for in this Agreement) and transported or intended to be transported from New Zealand to Australia or from Australia to New Zealand;

1.7 "The World Service" means the transport of World Cargo otherwise than between New Zealand ports and otherwise than between New Zealand and Australian ports;

1.8 means all cargo owned or sold or produced by which has a final destination port in a country other than New Zealand or Australia but excluding such cargo whilst not subject to the World Service;

1.9 "the Purchase Agreement" means the Agreement between the parties hereto intended to be of even date herewith relating to the sale and purchase of the vessels;

1.10 "a reasonable profit" in respect of Other Trans Tasman Cargo which is not covered by Clause 5.2 (refer Clause 5.3) or in respect of World Cargo (refer Clause 6) shall not be less than a net amount (after payment of all costs of transport of the relevant cargo including stevedoring ship operating and capital costs) equivalent to 10% of the revenue derived by from the transport of the relevant cargo;

1.11 References to a year (including the words "per annum") are references to a calendar year, and where this Agreement is in effect for only part of a calendar year then a proportionate adjustment shall be made to the relevant quantities or numbers;

1.12 References to a person include a firm, company or corporation; references to the plural number include the singular number and vice versa; references to any gender include the other two; and references to any Act include any statutory modification amendment or re-enactment thereof or provision substituted therefor for the time being in force.

2. Transport from New Zealand to Australia of

("the Principal Trans Tasman Service")

2.1 will provide a sufficient number of suitable vessels for the efficient transport of

will ensure that

is offered to for transport under the terms in this Agreement.

2.2 shall not be obliged to use the vessels and the existing methods of operation but non-use of such vessels and methods may affect freight rates and make

liable to reimburse additional costs as provided in Clause 3.5 below.

2.3 In meeting its obligation under Clause 2.1, shall use its best endeavours to have one vessel call at regular monthly intervals at Sydney, Melbourne, Hobart, Brisbane and Adelaide and at regular three monthly intervals at Fremantle, but if when any such call is due at one of the said ports there is less than 1500 tonnes of cargo consigned to such port, and requires such cargo to be delivered, shall be entitled to arrange for the trans-shipment

of such cargo at _____ expense in lieu of making a direct call.

2.4 Unless otherwise mutually agreed the following shall apply in respect of the Principal Trans-Tasman Service:

2.4.1 When _____ vessels are being used, the existing methods of operation shall apply;

2.4.2 When RORO vessels are being used, the established methods of operation adopted by _____ and _____ for the shipment by RORO vessels of _____ shall apply, including

(a) the carrying of _____ and _____ on _____ flats and the carrying of timber in packs;

(b) flats shall be loaded so as to achieve maximum utilisation both of the flat and the vessel and generally in accordance with the requirements of _____ and in any case no less than 5 tonnes of _____ or 10 tonnes of _____ per flat;

(c) _____ will maintain an adequate and regular supply of flats which _____ will uplift from the

(d) the loaded flats with the cargo secured in accordance with the accepted methods shall be delivered at the expense of _____ (subject always to Clause 3.5 thereof) to the

(e) _____ will _____ that consignees uplift full units from the RORO Terminal or the destination port in accordance with the requirements of _____ and that empty flats are returned promptly to such Terminal;

(f) _____ will be responsible for damage (fair wear and tear excepted) or loss of _____ flats or other equipment while in the care of

2.4.3 When conventional vessels are being used, cargo will be placed at the ship's hook at the expense of (subject always to Clause 3.5 hereof) in accordance with established methods.

3. Freight Rates for the Principal Trans Tasman Service

3.1 shall have options in respect of the method of fixing freight rates for the Principal Trans Tasman Service. The options are set out in Clause 3.1.1, 3.1.2, 3.1.2(a) and 3.1.2(b). shall advise in writing within one month of the commencement of this Agreement as to which method it elects to apply, and that election shall be irrevocable and the method chosen shall apply for the whole term of this Agreement unless the parties mutually agree otherwise. If chooses the method set out in Clause 3.1.2 then it shall at the same time also choose whether 3.1.2(a) or 3.1.2(b) shall apply. Whichever method is chosen, wharfage and wharf handling charges shall be in addition to the freight rates applicable and in accordance with Clauses 3.4 and 3.6 below. The options are as follows:

EITHER 3.1.1 The following initial freight rates providing for different rates depending on the destination port:

	<u>To Sydney & Melbourne</u>	<u>To Adelaide Brisbane & Hobart</u>	<u>To Fremantle</u>
))) per manifest) tonne)	NZ\$56.00	NZ\$63.00	NZ\$73.00

OR 3.1.2 A weighted average rate as stipulated in paragraphs (a) or (b) below based on the following port distribution pattern (expressed in manifest tonnes) as advised by

<u>Rate Group</u>	<u>Port</u>				<u>Total</u>
A	Sydney	56,000	25,000	7,000)	168,000
A	Melbourne	33,000	39,000	8,000)	
B	Fremantle	12,000	6,000	-	18,000
C	Hobart	-	20,000	-)	64,000
C	Brisbane	22,000	10,000	-)	
C	Adelaide	12,000	-	-)	
		<u>135,000</u>	<u>100,000</u>	<u>15,000</u>	<u>250,000</u>

If chooses the weighted average method of fixing freight rates then it shall have the following options as to the fixing of the weighted average rate:

EITHER (a) An initial rate of \$59-00 per manifest tonne. This is a weighted average rate based on the rates set out in Clause 3.1 and the port distribution pattern set out in Clause 3.1.2. A change in the type of commodity consigned to each port shall not affect the rate, but a change in the relative quantities (expressed in manifest tonnes) transported to ports in different Rate Groups shall affect the rate as follows: if the tonnage ratios of the respective Rate Groups as set out in Clause 3.1.2 are changed in any year, so that the application of the rates under Clause 3.1.1 would result in a variation of more than 2½% in the total revenue derived in that year from the Principal Trans Tasman Service when compared with the revenue actually derived by applying the weighted average rate under this paragraph (a), then such weighted average rate shall be varied to such a rate as would have produced the same revenue as would have been derived had the freight rates under Clause 3.1.1 been applied. The varied weighted average rate shall then apply (subject always to further variation under Clause 3.2) as from the end of the year in which the aforesaid change in relative quantities occurred and may be subject to further variation in following years in accordance with the principles set out in this paragraph (a).

OR (b) An initial set of rates in accordance with a sliding scale based on the volume of manifest tonnes transported in a year in the Principal Trans Tasman Service and including additional tonnage transported from New Zealand to Australia in the Other Trans Tasman Service as provided in Clause 5.2 below.

The sliding scale is as follows:

Up to 175,000 tonnes	NZ\$ 60-00	per manifest tonne
Additional tonnage between 175,001 and 190,000 tonnes	NZ\$ 58-00	per manifest tonne
Additional tonnage between 190,001 and 200,000 tonnes	NZ\$ 57-00	per manifest tonne
Additional tonnage between 200,001 and 225,000 tonnes	NZ\$ 52-00	per manifest tonne
Additional tonnage over 225,000 tonnes	NZ\$ 50-00	per manifest tonne

will show a figure of NZ\$ 58-00 per manifest tonne in its freight accounts to and there will be an appropriate cash adjustment between the parties at the end of each year.

3.2 Freight rates shall be subject to variation in accordance with the Appendix hereto.

3.3 The Principal Trans Tasman Service freight rates are in respect of the movement of cargo from the wharf shed door at into the wharf shed at the destination port and are subject to the methods of operation referred to in Clause 2.4 above.

3.4 Wharf handling at shall be provided by at its cost.

In respect of wharf handling at the destination port, Union shall be entitled to recover prevailing wharf handling charges from the consignee. These wharf handling charges are currently as follows:

<u>Sydney</u>	<u>Melbourne</u>	<u>Hobart</u>	<u>Adelaide</u>	<u>Fremantle</u>	<u>Brisbane</u>
A\$12-33	7.75	N/A	10.43	N/A	8.40
A\$15-06	9.80	2.00	N/A	N/A	6.83
A\$11-41	7.15	N/A	16.52	N/A	N/A

per manifest tonne

Increases in wharf handling charges shall be applied as alterations occur in the rates at Australian ports. However:

3.4.1 Notwithstanding the foregoing, the following shall apply in respect of wharf handling charges at Melbourne for [redacted] method as at the date of this Agreement of charging for wharf handling shall continue to apply although resulting in charges less than those prevailing at Melbourne, but [redacted] shall be entitled to bring its charges up to the prevailing charges by way of two equal adjustments, one to take place six months after the commencement of this Agreement and the other to take place six months later.

3.4.2 [redacted] will continue the special rebates applied by [redacted] in respect of [redacted] and accordingly wharf handling charges collected by stevedores in respect of [redacted] will be rebated by [redacted] but such rebates shall not be applicable to any [redacted] in excess of the following quantities:

<u>Sydney</u>	<u>Melbourne</u>	<u>Brisbane</u>	<u>Fremantle</u>
24,000	20,000	10,000	6,000

manifest tonnes per annum

3.5 If [redacted] does not employ wholly or partly the [redacted] vessels and the existing [redacted] methods of operation for the Principal Trans Tasman, then, in respect of all cargo in excess of the first 80,000 tonnes per annum on which such additional costs have been incurred and transported under the Principal Trans Tasman Service, [redacted] shall reimburse [redacted] the additional costs of unitising or preparing the cargo less any associated

3.6 shall be entitled to recover from all usual wharfage charges payable to the appropriate Harbour Board in New Zealand in respect of the Principal Trans Tasman Service, and shall be entitled to recover from the consignee all usual wharfage charges incurred at Australian ports.

4. Amount of Cargo for the Principal Trans Tasman Service

4.1 has forecast tonnages of cargo for the Principal Trans Service for the next four years as follows:

	1979	1980	1981	1982
	135,000	125,000	115,000 (manifest tonnes)	80,000
	100,000	100,000	100,000 (manifest tonnes)	100,000
	15,000	15,000	18,000 (manifest tonnes)	20,000
TOTAL	250,000	240,000	233,000	200,000

4.2 has indicated that the 1982 figures will continue for the balance of the term of this Agreement.

5. Transport between New Zealand and Australia of Cargo other than _____ ("the Other Trans Tasman Service.)"

5.1 will ensure that Other Trans Tasman cargo is offered to for transport under the terms of this Agreement and shall provide for the transport of Other Trans Tasman Cargo within the framework of the routes operated and ports called at pursuant to the Principal Trans Tasman Service.

5.2 Freight rates for timber-related products which can be transported in a similar way to an at a cost to not materially different from that applicable to will be the same as those set out in Clause 3.1 and the foregoing provisions as to variation, wharf handling charges, wharfage, and methods

of operation (including cargo presentation) shall apply mutatis mutandis. The tonnages of such timber-related products as are transported from New Zealand to Australia shall be included in the tonnage calculations for the purposes of application of the sliding scale under Clause 3.1.2(b).

5.3 In respect of Other Trans Tasman Cargo which is not covered by Clause 5.2, freight rates, variations thereto, wharf handling charges, wharfages and methods of operation (including cargo presentation) shall be based upon the same principles as are applicable to the Principal Trans Tasman Service to the extent that such principles can reasonably be applied, but in any event shall be entitled to a reasonable profit. In the absence of agreement between the parties, any matter in dispute shall be subject to arbitration as hereinafter provided.

6. Transport of cargo otherwise than between New Zealand and Australia ("the World Service").

In the event that the amount of cargo transported pursuant to the Principal Trans Tasman Service and the Other Trans Tasman Service is in any year after the year ending December 31 1978 less than 175,000 tonnes, shall offer World Cargo to for transport by at freight rates to be agreed between and (or arbitrated as hereinafter provided) but in any event to be at such rates as to provide with a reasonable profit on the basis that cargo would be carried in vessels operated under New Zealand ownership, and New Zealand manning and other conditions.

7. Space Allocation

7.1 Undertakes to provide with forecasts on a continuing basis of tonnages for each commodity to be shipped to each port:

five yearly by years and quarters

six months by months

three months by weeks

in advance of the shipment date.

7.2 will plan the provision of tonnage capacity in accordance with these projections and will make firm allocations of space in each sailing on a regular basis in accordance with the six months and three months forecasts.

7.3 will make every endeavour to:

(a) Provide accurate cargo projections.

(b) Give the longest possible notice of any change in long term or short term cargo availability.

(c) Generally present cargo on a regular basis without undue fluctuation in volume.

7.4 will make every endeavour to accommodate short notice changes involving either increases or decreases in cargo beyond the reasonable control of

7.5 There shall be regular meetings of representatives of and but at intervals no less than one per month to determine immediate cargo availability and the shipping arrangements to be made to move it.

8. Normal bill of lading

All cargo carried pursuant to this Agreement shall be carried subject to the terms and conditions of usual bill of lading subject as provided herein.

9. Term

9.1 The initial term of this contract shall be ten years and the Agreement shall commence on the first settlement date the sale and purchase of the vessels pursuant to the Purchase Agreement.

- 9.2 Either party may terminate this Agreement at the expiry of the initial term after having given not less than one year's prior written notice of intention so to do.
- 9.3 Upon the expiry of eight years from the term of this Agreement and shall meet to discuss whether the Agreement should continue after the expiry of the initial term.
- 9.4 In the event that this Agreement is not terminated at the end of the initial term as aforesaid then this Agreement shall continue and shall thereafter be terminable by either party upon giving one year's prior written notice of intention to terminate.

10. Payment

will make prompt payment of freight accounts in accordance with normal terms, namely payment within seven days of receipt of account.

11. Assignment

Neither party shall be entitled to assign its rights obligations or interests under this Agreement to any other person except with the previous written consent of the other party hereto.

12. Force Majeure

12.1 Neither party shall be liable to the other for any failure to carry out its respective obligations under this Agreement if such failure is due to:

- (a) War, whether declared or undeclared, Revolution or act of public enemies;
- (b) Riot or civil commotion;
- (c) Strike or lock-out or stoppage or restraint of labour;
- (d) Fire or explosion;
- (e) Act of God;
- (f) Flood, storm, tempest, washaway;
- (g) Act or restraint of State or Government or semi-

Government or Municipal Authorities;

- (h) Damage to or obstruction of any wharf or loading or unloading facilities caused by an outside agency beyond the control of the party concerned;
- (i) Any factor outside the control of the party concerned which disturbs the orderly presentation of the cargo or ships or otherwise prevents, or interferes such party with the due carrying out of its obligations hereunder.

12.2 This clause shall be in addition to and shall not include the operation of any provision contained in any bill of lading or other shipping document issued by in respect of the transport of cargo subject to this Agreement.

13. Arbitration

If any dispute or difference shall arise between the parties regarding the interpretation of this Agreement or the performance of any obligation hereunder or any matter arising out of this Agreement it shall be referred in New Zealand to a single arbitrator in case the parties hereto agree upon one, or otherwise to two arbitrators one to be appointed by each party who shall before proceeding to the reference appoint an umpire, and any such reference shall be deemed to be a submission on arbitration under the provisions of the Arbitration Act 1908.

14. Notices

Any notice or other writing authorised or required to be given to any party hereto shall be deemed to have been sufficiently given if sent by letter addressed to a party at the address set out below and if a letter is sent by registered post, it shall (if not actually received earlier) be deemed to have been received in the ordinary course of post:

P O Box

15. Proper Law

This Agreement and all matters arising therefrom shall be governed by and construed in accordance with the laws of New Zealand.

16. Conditions

This Agreement is conditional upon the Purchase Agreement coming into full force and effect and this Agreement shall terminate in the event of the Purchase Agreement terminating pursuant to Clause 5 thereof.

This agreement is conditional on finance being arranged which is suitable and acceptable to Union.

This agreement is conditional on audited information to verify that the net cost of stevedoring in New Zealand and Australia does not exceed six dollars New Zealand (NZ\$6) after the collection of wharf handling as set out in Clause 3.4 and that the present contractual stevedoring arrangements as outlined by are not significantly altered by the transfer of the vessels.