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In The Privy Council 29 OF 1971

ON THE APPEAL

*FROM THE SUPREME COURT OF NEW SOUTH WALES
IN CAUSE No. 5160 of 1968*

BETWEEN

JALSARD PTY. LIMITED
(Trading as JALSARD TRADING COMPANY)

.... *Plaintiff (Respondent)*

AND

THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED

.... *Defendant (Appellant)*

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES
10 MAY 1973
25 RUSSELL SQUARE
LONDON W.C.1

VOLUME TWO

THE EXHIBITS

NED LAKE BELL, ~~BROOK & CO.~~
The Rectory
29 Martin Lane
Cannon Street
London, E.C.4
Solicitors for the Appellant

ASHURST, MORRIS, CRISP & CO.
17 Throgmorton Avenue
London, E.C.2
Solicitors for the Respondent

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3.	Statement of Claim, Statement of Defence, Reply	9th October 1968 19th November 1968 11th December 1968
4.	Consent Order for amendment of Pleadings	16th October 1969
5.	Notice of Motion for Conditional Leave to Appeal to Her Majesty in Council	2nd July 1970
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IN THIS VOLUME**

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WALTER JOHN CHARLES FORSYTH
JOHN EBENEZ THOMSON
JOHN EKINS WAILES
SAMUEL MCHARG FITZSIMONS
ALBERT JAMES DE MONTFORT
DONALD GORDON MACKAY
BRIAN HENRY DAVIDSON
JOHN ASHTON BEARDOW
WARWICK MAX BRADNEY
JOHN FREDERICK WARBURTON

CONSULTANT
HAROLD MORGAN

ASSOCIATE
COLIN JOHN HOUSTON THOMSON

SLY & RUSSELL

SOLICITORS & NOTARIES

A.N.Z. BANK BUILDING
68 PITT STREET, SYDNEY

ADDRESS ALL MAIL TO BOX 3872, G.P.O., SYDNEY, N.S.W., 2001

WHEN REPLYING
PLEASE QUOTE 9

24 September 1969

TELEPHONE:
25 6721

TELEGRAPHIC & CABLE ADDRESS:
"SLY"

Messrs. Dibbs, Crowther & Osborne,
Solicitors,
16 Barrack Street,
SYDNEY NSW 2000



In the
Supreme Court
New South Wales

Exhibit 6

Letter Messrs.
Sly & Russell to
Messrs. Dibbs,
Crowther &
Osborne

Dear Sirs,

re - Jalsara Pty. Limited v. The Commercial
Banking Company of Sydney Limited

We refer to the pleadings herein. The plaintiff wishes to seek leave to amend its Statement of Claim as follows:-

1. Add after the allegations made in paragraph 17 of the Statement of Claim the words following, "As a result the plaintiff lost the aforesaid sum of \$U.S.16920 and suffered the other damage mentioned in paragraph 19 hereof."
2. Add the following further paragraphs after paragraph 17:

"17A. The plaintiff also says that the defendant by its agent Mr. Carman negligently carelessly and unskillfully advised it in connection with the necessity for and specification of the certificate of inspection mentioned in paragraph hereof.

Particulars :

- (i) Mr. Carman should have advised the plaintiff that the certificate that it should specify in any application for a letter of credit was a certificate certifying as to the standard or quality of the goods.
- (ii) Mr. Carman should have advised the plaintiff that the certificate should be given not by its agent in the place of export but by some competent independent person or body.

Cont/2

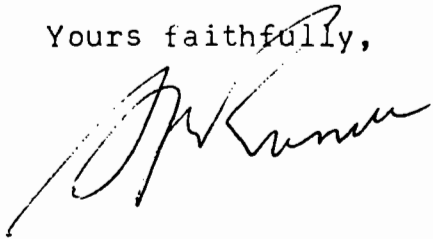
221

X

17B. By reason of such advice the plaintiff suffered the damage more particularly alleged in paragraph 19 hereof."

Would you please advise us within 14 days whether you are prepared to consent to the above amendments. If you are we will present to you a consent order for your signature which will provide that the costs of and occasioned by the amendment are to be paid by the plaintiff in any event. If you are not prepared to consent to the amendments, it will be necessary for us to take out a summons.

Yours faithfully,



*In the
Supreme Court of
New South Wales*

Exhibit 6 (cont.)

*Letter Messrs.
Sly & Russell to
Messrs. Dibbs,
Crowther &
Osborne*

(222)

P + A

IN THE SUPREME COURT .)
)
OF NEW SOUTH WALES)

No. 5160 of 1968

BETWEEN JALSARD PTY. LIMITED trading as
Jalsard Trading Company
Plaintiff

AND THE COMMERCIAL BANKING COMPANY OF
SYDNEY LIMITED
Defendant

*In the
Supreme Court of
New South Wales*

Exhibit A

*Admission on
the Pleadings*

ADMISSIONS ON THE PLEADINGS

1. The plaintiff is a company duly incorporated under the Companies Act 1961 as amended and able to sue in and by its said corporate name and style.
2. The defendant is a company duly incorporated and is liable to be sued in and by its said corporate name and style.
3. At all material times the defendant has carried on the business of banking. As part of such business the defendant arranges on behalf of its customers facilities for furnishing letters of credit overseas and advises customers in connection with transactions in which customers are purchasing goods from abroad.
4. The plaintiff carries on business under the name Jalsard Trading Company. Jalsard Trading Company carried on business, inter alia, as an importer of goods from overseas. The plaintiff was at all material times a customer of the defendant.
5. Prior to the breaches hereinafter alleged and in or about the month of December 1966 the plaintiff by its director Robin Diana Davey informed the defendant by an officer in its overseas department, Mr. Carman, that it intended to engage in the importation of goods from Taiwan.
6. Thereupon and from time to time the plaintiff purchased goods in the Republic of Taiwan f.o.b. for shipment from Taiwan and obtained through the defendant letters of credit by which payment for the goods was made.
7. In respect of each such letter of credit the plaintiff signed a

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document in the form provided by the defendant.

8. By request in writing dated the 11th day of July 1967 the plaintiff requested the defendant to open on its account an irrevocable credit authorising Raymond & Company Limited of Taipei Taiwan to draw on it for any sum or sums not exceeding in all US\$16,920 purporting to cover the invoice cost f.o.b. of 75 gross battery operated Christmas lights round shape and 75 gross battery operated Christmas lights lantern shape of \$US9.40 currency per dozen boxes of Taiwan origin to be shipped on the plaintiff's account from Taiwan to Sydney in two shipments as therein specified, the first shipment not later than the 7th day of August 1967 and the second shipment not later than the 1st day of September 1967.
9. The request provided that the drafts therein referred to must be accompanied by the documents therein specified. ~~The plaintiff craves leave to refer to the said request when produced as if the same were fully set forth herein.~~
10. The defendant accepted the said request in the course of its said business and the plaintiff agreed to pay the Bank's charges in respect thereof.
11. By letter dated the 2nd day of August 1967 the plaintiff requested that certain amendments be made to the said request. The said letter omitting formal parts was in the following terms :

"Re Documentary Letter of Credit No. 3/12341
for US\$16,920.00 in favour of Raymond & Company Ltd.

"Please amend this Letter of Credit as follows :-

Delete: 'To be shipped from Taiwan to Sydney as follows:
38 gross boxes each shape not later than 7th
August, 1967 and 37 gross boxes each shape not
later than 1st September, 1967.'

Substitute: 'To be shipped from Taiwan to Sydney as follows:
not less than 38 gross boxes each shape not later
than 10th September, 1967 balance each shape not
later than 5th October, 1967.'

Extend expiry date to 15th October, 1967.

In the
Supreme Court of
New South Wales
Exhibit A (cont.)
Admission on
the Pleadings

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Additional document required.

Certificate of inspection.

Please add the following clause :-

"Beneficiary is to forward non negotiable copies of all documents by airmail direct to Gollin and Company Ltd. 50 Clarence Street, Sydney and must certify on invoices that this has been done'.

All your charges to be debited to our account."

*In the
Supreme Court of
New South Wales*

Exhibit A (cont.)

*Admission on
the Pleadings*

12. By letter dated the 3rd day of August 1967 the defendant agreed to amend the request in accordance with the plaintiff's letter of the 2nd day of August 1967. ~~The plaintiff craves leave to refer to the defendant's said letter when produced as if the same were fully set forth herein,~~
13. The goods mentioned and referred to in the request referred to in paragraph 8 hereof were shipped from Keelung Taiwan in two shipments. The first shipment was on the vessel "Taiyuan" on or about the 3rd day of September 1967 and the second shipment was on the "George Anson" on or about the 3rd day of October 1967.
14. At or about the time of each such shipment and at or about the time of the presentation of the drafts there were handed to the defendant's agent in Taiwan certain documents. These documents did not include any certificate in relation to either shipment by the plaintiff's agent or otherwise that the goods were up to standard at the time of being loaded on the ships on which ~~they~~ were to be carried.

UDRAM: MACFARLAN J.
Jalsard Pty. CBC Sydney
2/26/70

16

B

ACK

ASSOCIATE

9

26 February 1970

In the
Supreme Court of
New South Wales

Exhibit B

Copy letter
Plaintiff to the
Defendant

Messrs. Dibbs, Crowther & Osborne,
Solicitors,
16 Barrack Street,
SYDNEY, NSW 2000

Dear Sirs,

Your Ref: IDR

re - Jalsard Pty. Limited v. The Commercial
Banking Company of Sydney Limited

We refer to our recent telephone conversation and
we also refer to Clauses 19 and 25 of the Plaintiff's
Statement of Claim.

We wish to advise that our client's claim is now
as follows:-

11th day of July 1967 sold to the Plaintiff and bought by the Plaintiff from the Defendant SUS.16920	\$.15,252.87
Gollin and Company Limited for examination and testing of lights	1,040.00
Sydney Chamber of Commerce for examination of lights	64.00
Cartage and bond store charges	384.46
Interest and bank charges together with interest at the rate of \$1.87 per day	628.01
LD 752 and LD753 - see clauses 20 to 25 incl. of statement of claim	<u>1,279.99</u>
	18,649.33
<u>Less</u> moneys received from Taiwan	<u>2,901.04</u>
	<u>\$.15,748.29</u>

Yours truly,

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CORAM: MACFARLAN, J.
Jalsard Pty. C.B.C. Sydney.
9 MAY 1968

----- C -----
Acl
ASSOCIATE

10

11th December,

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In the
Supreme Court of
New South Wales

Exhibit C

Copy letter
Plaintiff's
Solicitors to
Defendant's
Solicitors and
original reply

Messrs. Dibbs Crother & Osborne,
Solicitors,
16 Barrack Street,
Sydney, N.S.W. 2000

Dear Sirs:

Re: Jalsard Pty. Limited v. The Commercial Bank-
ing Company of Sydney Limited.

We refer to the statement of defence filed here-
in and require the following further particulars
thereof:

1. As to paragraph 3 of the statement of defence:-
 - (a) Identify the certain information said to have been furnished generally to the plaintiff referred to therein.
 - (b) When, where and by whom was this information furnished to the plaintiff?
 - (c) Identify the certain views said to have been expressed by the defendant to the plaintiff as to the procuring of certificates of inspection.
 - (d) When, where and by whom on the part of the defendant were these certain views expressed?
 - (e) Who on the part of the plaintiff expressed the intention to act otherwise and when and where was this intention expressed?

2. As to paragraph 16 of the statement of defence:-
 - (a) Was the special and express authorisation therein referred to oral or in writing?
 - (b) If oral, by whom on the part of the plaintiff to whom on the part of the defendant

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2✓

was such authorisation given, when and where was it given and what are its terms?

*In the
Supreme Court of
New South Wales*

Exhibit C (cont.)

*Copy letter
Plaintiff's
Solicitors to
Defendant's
Solicitors and
original reply*

- (c) If the authorisation was given in writing, identify the document or documents in which it is contained and state where such documents may be inspected by us.
- (d) How and under what circumstances is it alleged that the plaintiff had either knowledge or notice of the facts alleged in paragraph 16 of the statement of claim and when is it alleged that it had such knowledge or notice?
- 3. As to paragraph 18 of the statement of defence identify the certificate of inspection there referred to and state where the same may be inspected by us.
- 4. As to paragraph 20 of the statement of defence, what is the amount said to have been recovered by the plaintiff from the seller of the goods?

Please furnish these particulars no later than 31st December, 1968.

Yours faithfully,

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Dibbs, Crowther & Osborne
Solicitors and Notaries

DAVID RONALD OSBORNE
MAXWELL SUTHERLAND EDWARDS
JAMES BERKELEY FITZHARDINGE
PETER ROBERT EVERETT

YOUR REF.
OUR REF. IDR

BARRACK HOUSE
16 BARRACK STREET
SYDNEY. 2000

15th May, 1969.

*In the
Supreme Court
New South Wal*

Exhibit C (cont)

*Copy letter
Plaintiff's
Solicitors to
Defendant's
Solicitors and
original reply*

Messrs. Sly & Russell,
Solicitors,
A.N.Z. Bank Building,
68 Pitt Street,
SYDNEY. 2000.

Dear Sirs,

re: The Commercial Banking Company of
Sydney Limited ats Jalsard Pty.
Limited

In response to your letter dated 11th December, 1968 we furnish particulars as follows:

1. (a) The material here requested constitutes evidence rather than a proper subject for particulars, but without prejudice the Defendant refers to information concerning, inter alia:
 - i) the necessity for the Plaintiff to complete an appropriate requisition form;
 - ii) the arranging thereupon by the Defendant of the appropriate letter of credit;
 - iii) the additional expense involved in establishing the letter of credit through the First National City Bank, Taipei, as initially requested by the Plaintiff.
- (b) The 16th December, 1966, at the Overseas Department of & the Defendant at its Head Office by Mr. W.G. Carman.
- (d)
- (c) The material requested constitutes evidence rather than a proper subject for particulars, but without prejudice the Defendant refers to the view that the Bank had found it in its previous experience to be preferable for an

CONTINUATION SHEET

FROM

DIBBS, CROWTHER & OSBORNE

No. 2 Date 15/5/1969

TO Messrs. Sly & RussellIn the
Supreme Court
New South WalesExhibit C (cont)Copy letter
Plaintiff's
Solicitors to
Defendant's
Solicitors and
original reply

inspection certificate to be issued by an independent authority rather than by the beneficiary under the letter of credit.

(e) Mrs. R.D. Davey at the time and place abovementioned.

2. (a) In writing.

(b) Not applicable.

(c) i) Letter dated 9th October, 1967 from Messrs. Fell & Starkey, Chartered Accountants, to Defendant, and shipping documents delivered by Defendant to Messrs. Fell & Starkey upon receipt of letter and cheque for \$8,158.92 paid on the 11th October, 1967.

ii) Cheque dated 31st October, 1967 paid on the 1st November, 1967, together with authority signed by Mr. Rowell of Messrs. Fell & Starkey, upon receipt of which shipping documents were delivered up by Defendant.

iii) Shipping documents held at all material times by Gollin & Co.

3. i) Survey report of International Surveyor Company dated 4th (?7th) September, 1967 relating to shipment per "S S Taiyuan".

ii) Inspection certificate of Ho Cheng Surveyor Company Limited dated 4th October, 1967, relating to shipment per "S S George Anson".

4. The Defendant is not aware of the full or precise amount received by the Plaintiff, but so far as the Defendant is aware a payment of \$NT80,000 by the seller of the goods to the Plaintiff was involved.

In relation to paragraph 16 of the Statement of Defence we wish to advise that the Defendant seeks to rely upon an implied authorisation by the Plaintiff, in addition to the expressed authorisation presently alleged, and also to allege that the payment of each of the drafts therein referred to was ratified or acquiesced in by the Plaintiff.

CONTINUATION SHEET

FROM

No. 3 Date 15/5/1969

DIBBS, CROWTHER & OSBORNE

to Messrs. Sly & Russell

Accordingly, we foreshadow an application to amend paragraph 16 as follows:-

- (a) by inserting after the word "expressly" the words "or impliedly", and
- (b) by adding at the end thereof the words "and was ratified and acquiesced in by the plaintiff."

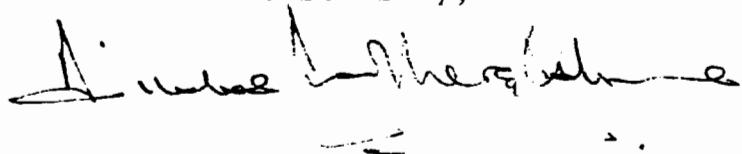
*In the
Supreme Court
New South Wales.
Exhibit C (cont.,
Copy letter
Plaintiff's
Solicitors to
Defendant's
Solicitors and
original reply*

We trust that we might anticipate your consent to an application for such amendments, which we suggest could most conveniently be made at the hearing.

In respect of the implied authorisation, the particulars relied upon are the documents referred to under 2(c) and (d) above, coupled with the conduct of the Plaintiff in meeting payment on each of the cheques referred to, and continuing to trade in the same manner with the Defendant thereafter in each instance without complaint or query.

The foregoing particulars are applicable also to the proposed defences of ratification and acquiescence.

Yours truly,



MACFARLAN J.
MARKED 22
FOR IDENTIFICATION

*In the
Supreme Court of
New South Wales*

Exhibit 4

*Booklet —
Uniform Customs
& Practice for
Documentary
Credits*



**Uniform Customs
and Practice
for Documentary Credits
(1962 Revision)**



CORAM: MACFARLAN, J.
Jalross PL CPC Sydney
12 FEB 1979
PAGE 4
ACL
ASSOCIATE

232

DOCUMENTARY LETTERS OF CREDIT

The Australian Trading Banks have decided to act in line with the United Kingdom and certain other Commonwealth countries and subscribe as from 1st July, 1963 to the uniform code of practice adopted by the International Chamber of Commerce known as the 'Uniform Customs and Practice for Documentary Credits'.

This code was originally devised in 1933 and since then an increasing number of banks in overseas countries have agreed to govern their handling of documentary credit transactions by it. However, banks in Australia, along with those in other countries of the British Commonwealth which follow British practice closely, have not previously subscribed to the code, partly because they have always been conscious of the difficulty of devising a uniform code which would be capable of uniform interpretation throughout the world and partly because they thought part of the existing code to be inconsistent with principles relative to the handling of documentary credits generally known as 'London' practice.

Approximately four years ago the International Chamber of Commerce decided to revise the existing text of the code and towards the latter part of 1961 the British banks, mindful of the value of a published code particularly in developing countries, agreed to participate fully in the work of revision. Following this, in November, 1962, the International Chamber of Commerce Council was able to pass a resolution submitting a revised text to the Banking Associations in the various countries, with a recommendation that it should be adopted and, as far as possible, put into force by the banks uniformly on 1st July, 1963.

This revised text is the culmination of several years' work by bankers, traders and others concerned from all parts of the world, co-operating through the International Chamber of Commerce's Commissions on Banking Technique and Practice and on International Commercial Practice. It has been drawn up in a spirit of international co-operation, full recognition having been given to the long experience of British banks. Thus it bridges the gulf between 'London' practice and the previous 'Uniform Customs and Practice'.

CREDITS WHICH ARE ISSUED ON AND AFTER 1st JULY, 1963. BY THE AUSTRALIAN TRADING BANKS WILL INCLUDE THE FOLLOWING CLAUSE IN BOTH THE CREDIT APPLICATION FORMS USED BY THE BANKS AND IN THE CREDITS THEMSELVES:

'Subject to Uniform Customs and Practice for Documentary Credits (1962 Revision). International Chamber of Commerce Brochure No. 222'.

THE REVISED UNIFORM CUSTOMS WILL THUS BE MADE A PART OF THE CONTRACT BETWEEN THE CUSTOMER AND THE BANK AND A PART OF THE CONTRACTS BETWEEN THE VARIOUS BANKS CONCERNED IN THE CREDIT AND BETWEEN THE BANKS SO CONCERNED AND THE BENEFICIARY.

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It is not proposed, in this leaflet, to deal in detail with the text of the revised uniform code, which is fully set out in International Chamber of Commerce Brochure No. 222 (a copy of the English text of which is attached), but rather to draw attention to certain important provisions and articles, some of which involve or may involve changes, or remove uncertainties, in what has hitherto been regarded as 'London' practice and thus alter the contractual terms affecting importers and exporters under credits opened or advised through Australian banks.

Attention is therefore directed to the following:

General Provisions and Definitions — Paragraph d.

The paragraph records the basic principle that credit instructions and the credits themselves must be complete and precise and that, in order to guard against confusion and misunderstanding, the inclusion of excessive detail is to be avoided.

Articles 9-12

These define the terms and events for which banks do not assume liability or responsibility.

Article 16

The irritation caused by banks rejecting claused Bills of Lading which the applicant for the credit would have been prepared to accept can be avoided by a statement in the credit application form of specific clauses which may be accepted in respect of that particular credit.

Article 17

(a) Forwarding Agents Bills of Lading:

The specific reference to the rejection of Bills of Lading issued by Forwarding Agents is not intended to preclude the use of this form of document where such is customary. Shippers who propose to present such Bills of Lading under credits established in their favour should, therefore, make arrangements with their buyers so that credits are established by the buyers' bankers which specifically authorize the acceptance of Forwarding Agents Bills of Lading.

(b) Short Form Bills of Lading:

No reference is made in this Article to a form of Bill of Lading which is being increasingly used in many countries, i.e. the 'Short Form' Bill of Lading. In those countries the tender of such documents under a Letter of Credit has become established practice and is considered as good unless acceptance is expressly precluded by the terms of the credit.

It is not the practice of banks in Australia to regard such documents as good tender under letters of credit, but Australian banks will take them up if they are presented in connection with payments or negotiations which have been effected abroad under Letters of Credit.

When requesting their bankers to establish credits, merchants and importers should, therefore, consider the desirability of expressly excluding 'Short Form' Bills of Lading if they do not wish to have such documents tendered.

Articles 19 and 33

Any uncertainty which may previously have existed relative either to partial shipment or to transshipment is removed by the provision that such

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shipments are now allowed unless the credit specifically states otherwise. Attention is also drawn to the provisions of the second paragraph of Article 33 regarding shipments made on the same ship for the same voyage with Bills of Lading bearing different dates.

Article 20

No discretion is allowed to banks to accept Bills of Lading evidencing shipment 'ON DECK' unless this is specifically authorized on the credit. Shippers who are accustomed to effecting 'ON DECK' shipments should, therefore, arrange for their buyers to give instructions to their bankers for the establishment of credits specifically permitting 'ON DECK' shipment.

Article 25

This Article permits banks to refuse insurance documents bearing a date later than the date of shipment as evidenced by the shipping documents and was adopted in its present form in order to meet the legal requirements in certain countries abroad, which require that insurance documents should not bear a date later than that on which the 'risk' commenced.

Article 30

Unless otherwise specified in the credit, Australian banks will now accept generic descriptions of goods on all documents except the commercial invoice where the description of the merchandise must correspond exactly with the terms of the credit.

It will be necessary for merchants and importers who require the full description of the goods to appear in any other documents (e.g. Certified Customs Invoices) to state their specific requirements when requesting the establishment of the credit.

Article 32

Attention is drawn to the tolerances which, unless a credit stipulates otherwise, are permitted under this Article.

Article 34

Where shipment by instalments is stipulated, the failure to ship any specific instalment cancels the availability of the credit as a whole, unless otherwise permitted.

Article 37

This is an important change from previous practice relative to expiry dates.

Article 39

Any extension of the stipulated latest date for shipment will now automatically extend the validity of the credit for a similar period, unless otherwise expressly stated.

Article 46

The subject of transferable credits which is the only descriptive term permitted to this type of credit is dealt with at length. Attention is directed particularly to paragraph 5, which deals with the ability of a first beneficiary to request transfer to a second beneficiary in a place other than that in which the first beneficiary resides. In certain circumstances it is envisaged that the

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first beneficiary shall have the right to substitute his own invoices and to draw any balance due to him on a date subsequent to the expiry date stipulated in the credit.

With the application of the new Code on 1st July, 1963, there must inevitably be certain problems in respect of credits which originated prior to that date and, in pursuance of the recommendations made by the International Chamber of Commerce, the following procedure will apply:

(a) Effective date of International Chamber of Commerce Brochure No. 222.

All Credits issued on and after 1st JULY, 1963, will be subject to Brochure No. 222.

However, credits advised to beneficiaries by banks operating in Australia at the request of bank's abroad will not be subject to Brochure No. 222 if the instructions of the bank abroad were dated prior to 1st JULY, 1963.

(b) Credits issued prior to 1st JULY, 1963, and still outstanding on that date.

Such credits, including revolving ones, will not be subject to Brochure No. 222, even though amendments may be advised thereto after 1st JULY, 1963.

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UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS

GENERAL PROVISIONS AND DEFINITIONS

- (a) These provisions and definitions and the following articles apply to all documentary credits and are binding upon all parties thereto unless otherwise expressly agreed.
- (b) For the purposes of such provisions, definitions and articles the expressions 'documentary credit(s)' and 'credit(s)' used therein mean any arrangement, however named or described, whereby a bank (the issuing bank), acting at the request and in accordance with the instructions of a customer (the applicant for the credit), is to make payment to or to the order of a third party (the beneficiary) or is to pay, accept or negotiate bills of exchange (drafts) drawn by the beneficiary, or authorizes such payments to be made or such drafts to be paid, accepted or negotiated by another bank, against stipulated documents and compliance with stipulated terms and conditions.
- (c) Credits, by their nature, are separate transactions from the sales or other contracts on which they may be based and banks are in no way concerned with or bound by such contracts.
- (d) Credit instructions and the credits themselves must be complete and precise and, in order to guard against confusion and misunderstanding, issuing banks should discourage any attempt by the applicant for the credit to include excessive detail.
- (e) When the bank first entitled to avail itself of an option it enjoys under the following articles does so, its decision shall be binding upon all the parties concerned.
- (f) A beneficiary can in no case avail himself of the contractual relationships existing between banks or between the applicant for the credit and the issuing bank.

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A — FORM AND NOTIFICATION OF CREDITS

Article 1

Credits may be either

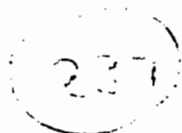
- (a) revocable, or
(b) irrevocable.

All credits, therefore, should clearly indicate whether they are revocable or irrevocable.

In the absence of such indication the credit shall be deemed to be revocable, even though an expiry date is stipulated.

Article 2

A revocable credit does not constitute a legally binding undertaking between the bank or banks concerned and the beneficiary because such a credit may be modified or cancelled at any moment without notice to the beneficiary.



When, however, a revocable credit has been transmitted to and made available at a branch or other bank, its modification or cancellation shall become effective only upon receipt of notice thereof by such branch or other bank and shall not affect the right of that branch or other bank to be reimbursed for any payment, acceptance or negotiation made by it prior to receipt of such notice.

Article 3

An irrevocable credit is a definite undertaking on the part of an issuing bank and constitutes the engagement of that bank to the beneficiary or, as the case may be, to the beneficiary and *bona fide* holders of drafts drawn and/or documents presented thereunder, that the provisions for payment, acceptance or negotiation contained in the credit will be duly fulfilled, provided that all the terms and conditions of the credit are complied with.

An irrevocable credit may be advised to a beneficiary through another bank without engagement on the part of that other bank (the advising bank), but when an issuing bank authorizes another bank to confirm its irrevocable credit and the latter does so, such confirmation constitutes a definite undertaking on the part of the confirming bank either that the provisions for payment or acceptance will be duly fulfilled or, in the case of a credit available by negotiations of drafts, that the confirming bank will negotiate drafts without recourse to drawer.

Such undertakings can neither be modified nor cancelled without the agreement of all concerned.

Article 4

When an issuing bank instructs a bank by cable, telegram or telex to notify a credit and the original letter of credit itself is to be the operative credit instrument, the issuing bank must send the original letter of credit, and any subsequent amendments thereto, to the beneficiary through the notifying bank.

The issuing bank will be responsible for any consequences arising from its failure to follow this procedure.

Article 5

When a bank is instructed by cable, telegram or telex to issue, confirm or advise a credit similar in terms to one previously established and which has been the subject of amendments, it shall be understood that the details of the credit being issued, confirmed or advised will be transmitted to the beneficiary excluding the amendments, unless the instructions specify clearly any amendments which are to apply.

Article 6

If incomplete or unclear instructions are received to issue, confirm or advise a credit, the bank requested to act on such instructions may give preliminary notification of the credit to the beneficiary for information only and without responsibility; and in that case the credit will be issued, confirmed or advised only when the necessary information has been received.

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B — LIABILITIES AND RESPONSIBILITIES

Article 7

Banks must examine all documents with reasonable care to ascertain that they appear on their face to be in accordance with the terms and conditions of the credit.

Article 8

In documentary credit operations all parties concerned deal in documents and not in goods.

Payment, acceptance or negotiation against documents which appear on their face to be in accordance with the terms and conditions of a credit by a bank authorized to do so, binds the party giving the authorization to take up the documents and reimburse the bank which has effected the payment, acceptance or negotiation.

If, upon receipt of the documents, the issuing bank considers that they appear on their face not to be in accordance with the terms and conditions of the credit, that bank must determine, on the basis of the documents alone, whether to claim that payment, acceptance or negotiation was not effected in accordance with the terms and conditions of the credit.

If such claim is to be made, notice to that effect, stating the reasons therefor, must be given by cable or other expeditious means to the bank from which the documents have been received and such notice must state that the documents are being held at the disposal of such bank or are being returned thereto. The issuing bank shall have a reasonable time to examine the documents.

Article 9

Banks assume no liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any documents, or for the general and/or particular conditions stipulated in the documents or superimposed thereon; nor do they assume any liability or responsibility for the description, quantity, weight, quality, condition, packing, delivery, value or existence of the goods represented thereby, or for the good faith or acts and/or omissions, solvency, performance or standing of the consignor, the carriers or the insurers of the goods or any other person whomsoever.

Article 10

Banks assume no liability or responsibility for the consequences arising out of delay and/or loss in transit of any messages, letters or documents, or for delay, mutilation or other errors arising in the transmission of cables, telegrams or telex, or for errors in translation or interpretation of technical terms, and banks reserve the right to transmit credit terms without translating them.

Article 11

Banks assume no liability or responsibility for consequences arising out of the interruption of their business by strikes, lock-outs, riots, civil commotions, insurrections, wars, Acts of God or any other causes beyond their control. Unless specifically authorized, banks will not effect payment, acceptance or negotiation after expiration under credits expiring during such interruption of business.

Article 12

Banks utilizing the services of another bank for the purpose of giving effect to the instructions of the applicant for the credit do so for the account and at

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the risk of the latter. They assume no liability or responsibility should the instructions they transmit not be carried out, even if they have themselves taken the initiative in the choice of such other bank.

The applicant for the credit shall be bound by and liable to indemnify the banks against all obligations and responsibilities imposed by foreign laws and usages.

C — DOCUMENTS

Article 13

All instructions to issue, confirm or advise a credit must state precisely the documents against which payment, acceptance or negotiation is to be made.

Terms such as 'first class,' 'well known,' 'qualified' and the like shall not be used to describe the issuers of any documents called for under credits and if they are incorporated in the credit terms banks will accept documents as presented without further responsibility on their part.

Documents evidencing Shipment or Despatch — (Shipping Documents)

Article 14

Except as stated in Article 18, the date of the Bill of Lading, or date indicated in the reception stamp or by notation on any other document evidencing shipment or despatch, will be taken in each case to be the date of shipment or despatch of the goods.

Article 15

If the words 'freight paid' or 'freight prepaid' appear by stamp or otherwise on documents evidencing shipment or despatch they will be accepted as constituting evidence of the payment of freight. If the words 'freight payable' or 'freight to be prepaid' or words of similar effect appear by stamp or otherwise on such documents they will not be accepted as constituting evidence of the payment of freight.

Unless otherwise specified in the credit or inconsistent with any of the documents presented under the credit, banks may honour documents stating that freight or transportation charges are payable on delivery.

Article 16

A clean shipping document is one which bears no superimposed clause or notation which expressly declares a defective condition of the goods and/or the packaging.

Banks will refuse shipping documents bearing such clauses or notations unless the credit expressly states clauses or notations which may be accepted.

Marine Bills of Lading

Article 17

Unless specifically authorized in the credit, Bills of Lading of the following nature will be rejected:

- (a) Bills of Lading issued by forwarding agents.

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(b) Bills of Lading which are issued under and are subject to the conditions of a Charter-Party.

(c) Bills of Lading covering shipment by sailing vessels.

However, unless otherwise specified in the credit, Bills of Lading of the following nature will be accepted:

(a) 'Port' or 'Custody' Bills of Lading for shipments of cotton from the United States of America.

(b) 'Through' Bills of Lading issued by steamship companies or their agents even though they cover several modes of transport.

Article 18

Unless otherwise specified in the credit, Bills of Lading must show that the goods are loaded on board.

Loading on board may be evidenced by an on board Bill of Lading or by means of a notation to that effect dated and signed or initialled by the carrier or his agent, and the date of this notation shall be regarded as the date of loading on board and shipment.

Article 19

Unless transhipment is prohibited by the terms of the credit, Bills of Lading will be accepted which indicate that the goods will be transhipped *en route*, provided the entire voyage is covered by one and the same Bill of Lading.

Bills of Lading incorporating printed clauses stating that the carriers have the right to tranship will be accepted notwithstanding the fact that the credit prohibits transhipment.

Article 20

Banks will refuse a Bill of Lading showing the stowage of goods on deck, unless specifically authorized in the credit.

Article 21

Banks may require the name of the beneficiary to appear on the Bill of Lading as shipper or endorser, unless the terms of the credit provide otherwise.

Other Shipping Documents, etc.

Article 22

Banks will consider a Railway or Inland Waterway Bill of Lading or Consignment Note, Counterfoil Waybill, Postal Receipt, Certificate of Mailing, Air Mail Receipt, Air Transportation Waybill, Air Consignment Note or Air Receipt, Trucking Company Bill of Lading or any other similar document as regular when such document bears the reception stamp of the carrier or issuer, or when it bears a signature.

Article 23

When a credit calls for an attestation or certification of weight in the case of transport other than by sea, banks will accept a weight stamp or any other official indication of weight on the shipping documents unless the credit calls for a separate or independent certificate of weight.

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Insurance Documents

Article 24

Insurance documents must be as specifically described in the credit, and must be issued and/or signed by insurance companies or their agents or by underwriters.

Cover notes issued by brokers will not be accepted, unless specifically authorized in the credit.

Article 25

Unless otherwise specified in the credit, banks may refuse any insurance documents presented if they bear a date later than the date of shipment as evidenced by the shipping documents.

Article 26

Unless otherwise specified in the credit, the insurance document must be expressed in the same currency as the credit.

The minimum amount for which insurance must be effected is the C.I.F. value of the goods concerned. However, when the C.I.F. value of the goods cannot be determined from the documents on their face, banks will accept as such minimum amount the amount of the drawing under the credit or the amount of the relative commercial invoice, whichever is the greater.

Article 27

Credits must expressly state the type of insurance required and, if any, the additional risks which are to be covered. Imprecise terms such as 'usual risks' or 'customary risks' shall not be used.

Failing specific instructions, banks will accept insurance cover as tendered.

Article 28

When a credit stipulates 'insurance against all risks,' banks will accept an insurance document which contains any 'all risks' notation or clause, and will assume no responsibility if any particular risk is not covered.

Article 29

Banks may accept an insurance document which indicates that the cover is subject to a franchise, unless it is specifically stated in the credit that the insurance must be issued irrespective of percentage.

Commercial Invoices

Article 30

Unless otherwise specified in the credit, commercial invoices must be made out in the name of the applicant for the credit.

Unless otherwise specified in the credit, banks may refuse invoices issued for amounts in excess of the amount permitted by the credit.

The description of the goods in the commercial invoice must correspond with the description in the credit. In the remaining documents the goods may be described in general terms.

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Other Documents

Article 31

When other documents are required, such as Warehouse Receipts, Delivery Orders, Consular Invoices, Certificates of Origin, of Weight, of Quality or of Analysis, etc.. without further definition, banks may accept such documents as tendered, without responsibility on their part.

D — MISCELLANEOUS PROVISIONS

Quantity and Amount

Article 32

The words 'about,' 'circa' or similar expressions are to be construed as allowing a difference not to exceed 10 per cent. more or 10 per cent. less, applicable, according to their place in the instructions, to the amount of the credit or to the quantity or unit price of the goods.

Unless a credit stipulates that the quantity of the goods specified must not be exceeded or reduced, a tolerance of 3 per cent. more or 3 per cent. less will be permissible, always provided that the total amount of the drawings does not exceed the amount of the credit. This tolerance does not apply when the credit specifies quantity in terms of packing units or containers or individual items.

Partial Shipments

Article 33

Partial shipments are allowed, unless the credit specifically states otherwise.

Shipments made on the same ship and for the same voyage, even if the Bills of Lading evidencing shipment 'on board' bear different dates, will not be regarded as partial shipments.

Article 34

If shipment by instalments within given periods is stipulated and any instalment is not shipped within the period allowed for that instalment, the credit ceases to be available for that or any subsequent instalment, unless otherwise specified in the credit.

Validity and Expiry Date

Article 35

All irrevocable credits must stipulate an expiry date for presentation of documents for payment, acceptance or negotiation, notwithstanding the indication of a latest date for shipment.

Article 36

The words 'to,' 'until,' 'till' and words of similar import applying to the expiry date for presentation of documents for payment, acceptance or negotiation, or to the stipulated latest date for shipment, will be understood to include the date mentioned.

Article 37

When the stipulated expiry date falls on a day on which banks are closed for reasons other than those mentioned in Article 11, the period of validity will be extended until the first following business day. This does not apply to the date for shipment which, if stipulated, must be respected.

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Banks paying, accepting or negotiating on such extended expiry date must add to the documents their certification in the following wording:

'Presented for payment (or acceptance or negotiation as the case may be) within the expiry date extended in accordance with Article 37 of the Uniform Customs.'

Article 38

The validity of a revocable credit, if no date is stipulated, will be considered to have expired six months from the date of the notification sent to the beneficiary by the bank with which the credit is available.

Article 39

Unless otherwise expressly stated, any extension of the stipulated latest date for shipment shall extend for an equal period the validity of the credit.

Where a credit stipulates a latest date for shipment, an extension of the period of validity shall not extend the period permitted for shipment unless otherwise expressly stated.

Shipment, Loading or Despatch

Article 40

Unless the terms of the credit indicate otherwise, the words 'departure,' 'despatch,' 'loading' or 'sailing' used in stipulating the latest date for shipment of the goods will be understood to be synonymous with 'shipment.'

Expressions such as 'prompt,' 'immediately,' 'as soon as possible' and the like should not be used. If they are used, banks will interpret them as a request for shipment within thirty days from the date on the advice of the credit to the beneficiary by the issuing bank or by an advising bank, as the case may be.

Presentation

Article 41

Documents must be presented within a reasonable time after issuance. Paying, accepting or negotiating banks may refuse documents if, in their judgment, they are presented to them with undue delay.

Article 42

Banks are under no obligation to accept presentation of documents outside their banking hours.

Date Terms

Article 43

The terms 'first half,' 'second half' of a month shall be construed respectively as from the 1st to the 15th, and the 16th to the last day of each month, inclusive.

Article 44

The terms 'beginning,' 'middle' or 'end' of a month shall be construed respectively as from the 1st to the 10th, the 11th to the 20th, and the 21st to the last day of each month, inclusive.

Article 45

When a bank issuing a credit instructs that the credit be confirmed or advised as available 'for one month,' 'for six months' or the like, but does

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not specify the date from which the time is to run, the confirming or advising bank will confirm or advise the credit as expiring at the end of such indicated period from the date of its confirmation or advice.

E -- TRANSFER

Article 46

A transferable credit is a credit under which the beneficiary has the right to give instructions to the bank called upon to effect payment or acceptance or to any bank entitled to effect negotiation to make the credit available in whole or in part to one or more third parties (second beneficiaries).

A credit can be transferred only if it is expressly designated as 'transferable' by the issuing bank. Terms such as 'divisible,' 'fractionable,' 'assignable' and 'transmissible' add nothing to the meaning of the term 'transferable' and shall not be used.

A transferable credit can be transferred once only. Fractions of a transferable credit (not exceeding in the aggregate the amount of the credit) can be transferred separately, provided partial shipments are not prohibited, and the aggregate of such transfers will be considered as constituting only one transfer of the credit. The credit can be transferred only on the terms and conditions specified in the original credit, with the exception of the amount of the credit, of any unit price stated therein, and of the period of validity or period for shipment, any or all of which may be reduced or curtailed. Additionally, the name of the first beneficiary can be substituted for that of the applicant for the credit, but if the name of the applicant for the credit is specifically required by the original credit to appear in any document other than the invoice such requirement must be fulfilled.

The first beneficiary has the right to substitute his own invoices for those of the second beneficiary, for amounts not in excess of the original amount stipulated in the credit and for the original unit prices stipulated in the credit, and upon such substitution of invoices the first beneficiary can draw under the credit for the difference, if any, between his invoices and the second beneficiary's invoices. When a credit has been transferred and the first beneficiary is to supply his own invoices in exchange for the second beneficiary's invoices but fails to do so on demand, the paying, accepting or negotiating bank has the right to deliver to the issuing bank the documents received under the credit, including the second beneficiary's invoices, without further responsibility to the first beneficiary.

The first beneficiary of a transferable credit can transfer the credit to a second beneficiary in the same country, but if he is to be permitted to transfer the credit to a second beneficiary in another country this must be expressly stated in the credit. The first beneficiary shall have the right to request that payment or negotiation be effected to the second beneficiary at the place to which the credit has been transferred, up to and including the expiry date of the original credit, and without prejudice to the first beneficiary's right subsequently to substitute his own invoices for those of the second beneficiary and to claim any difference due to him.

The bank requested to effect the transfer, whether it has confirmed the credit or not, shall be under no obligation to make such transfer except to the extent and in the manner expressly consented to by such bank, and until such bank's charges for transfer are paid.

Bank charges entailed by transfers are payable by the first beneficiary unless otherwise specified.

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RAYMOND & COMPANY, LTD.

LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA
TEL: 4 4 7 9 8
5 9 4 5 3

*Exporters, Importers & Manufacturers,
Representatives*

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref. 5075/67

Taipei. January 12, 1967.

Attention: Mrs. Robin Davey,
Messrs. Jalsard Trading Co.,
9th Floor, 66, King Street,
Sydney, N.S.W., Australia.

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond
& Co. Limited
to Plaintiff*

Dear Madam,

Re: Edgell Garber Jars

Mr. Chang was absent due to his trip to abroad, but, he just returned and we met him this afternoon.

He promised us to give you direct response for your letter to him, as soon as possible. So, you please await until his response will be to your hands.

We have various other pending matters, which will be attended shortly for which too you please await.

As we repeatedly explained you, Chinese new year days are near at hands and all the merchants here are very busy for domestic business, and they do not have any room to afford attending to oversea enquiries. But, anyway, we are trying our level best. So please give us a little more time.

Thanking you,

Yours Faithfully,

JCFW/kk

RAYMOND & COMPANY, LTD.

J. R. P. L. S. O. N.
.....
Managing Director

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REF: JTC931/67

14th February, 1967

Mr. Jackson Wu,
Raymond & Co.,
P. O. Box 3254
TAIPEI TAIWAN

Dear Jack,

Today I say one of the large Shoe Manufacturers who has been interested in the Snakeskins for some time. I have remitted to you a L/C for 100 skins which he is prepared to order so that he may make up a number of sample shoes to get a market reaction from the Retail Stores. They are not too happy about waiting for the pastel and coloured samples that I have requested from you, but I have persuaded them to do so subject to Mr. Chen taking this small order for 100 skins.

Their order is for the following :-

40 Navy	(of which a sample is enclosed)
30 Dark Red	" " " "
30 Brown	" " " "

The Brown is very similar to one you already produce, as is the Navy and the Dark Red only requires to be a little darker than the sample you have already sent me. This particular manufacturer is interested in experimenting with different widths skins and therefore, the order is as follows :-

40	-	5 $\frac{1}{2}$ "	Navy
30	-	6"	Brown
30	-	6 $\frac{1}{2}$ "	Dark Red

Mr. Chen originally quoted around US\$1.85^{G.O.F.} for a mixture of skins down to 6". As there are 5 $\frac{1}{2}$ " skins in this order, I have quoted US\$1.70 per piece for the whole 100 U.S. F.O.B. Taiwan. I am basing my price on the skins offered to me by Mr. Chen and on the letter I received from Fui Chiau Corporation Ltd., about which I wrote you, reference JTC926/67 on January 27th.

2.....

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- 2 -

I am not interested in dealing with this firm and would prefer to deal with Mr. Chen working on both his prices and the other firms would mean that US\$1.70 would be satisfactory.

If this is not the case please cable me immediately. If I do not receive a cable I will presume that it is satisfactory but would still like to have your reply by return mail.

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Exhibit CCC

Letter Dawey
to Jackson Wu
(cont.)

The L/C is in your favour as usual and this firm has indicated that in the event of this order being satisfactory, they will more than likely follow it up with an order of up to 4,000 skins providing Mr. Chen can follow the formulas and dyes which I have told you about. They want these 100 skins air-freighted collect in Australia exactly as the first order you filled for me.

I know I have sent you many colour samples and I know you have many already up there, but would you please forget all colour samples up-to-date and work on the enclosed colour samples which are exactly what will be required in Australia.

I realise I have put your firm to some considerable trouble and you have nothing to prove that it will be worth your while. I only have the assurance of these two manufacturers that in the event of you producing the colours which are enclosed, they are likely to order even if it means their sample range may be a little delayed.

This will give you an idea of how interested they are. There is even a suggestion that they would like gloves made up out of these skins so could you please look for a glove manufacturer for me.

I am booked to leave Australia on the 7th March and my husband, Derrick, has booked me into the Ambassador Hotel but I would like you to confirm this for me Jack and I will give you a definite date of arrival within the next week. I am interested in stopping in Bangkok but I do not know whether it will be on my way to Taiwan or from Taiwan.

Reverting to this order of 100 skins for a moment. The L/C is valid until March the 8th when they would require the skins airfreighted from Taiwan but, of course, the sooner the better. They also want by return mail the price on 100% 5" skins; 100% 5½" skins; 100% 6" skins and 100% 6½" skins. The 6½" skins you have already quoted to me at US\$2.07. Also, they would like a price on a mixture of skins from 5" up and from 5½" up by return mail.

The colour samples I am including are the Navy, Brown and Red required for this order of 100 skins. These are stapled separately. With these 3 samples is a fourth sample which is identical to the red they require and this is the sample taken from the dye book produced by the German firm represented by Chung Teh Company Ltd., and whom I have written to so there should be no difficulty in meeting this Dark Red colour.

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Stapled to a separate piece of paper are the sample colours which I require for this firm and the other large manufacturer in Sydney. For the time being please forget any other colours I may have requested as these are not so very important.

There is one pale pink sample; a blue and a lavender. The lavender is very similar to No. 5 I requested on the enclosed colour card and Chung Teh will be able to help Mr. Chen produce this lavender.

There is an orange which is very similar to No. 4 with a cross on the same colour card, in fact, I think this would be satisfactory as is shown on the colour card. There is a bright pink which Chung Teh will tell you how to get and a bright green. There is a pale wheat colour and a bright navy which is almost identical to No. 11 on the 2nd card. I have not included a Silver sample as you know what silver looks like and it may need to be sprayed. I would like Mr. Chen to see if spraying is satisfactory.

I also want a pure white which I have already explained to you in my previous letter which contains the formula, but if at the end of using these formulas, a pure white is not obtained, then Chung Teh will tell you how much to use to make the skins completely white. I am not including a yellow dye but we may need to produce this when I arrive in Taipei.

Will you ask Mr. Chen to sample me approximately 6 skins of each best quality $6\frac{1}{2}$ " width.

As I have already said, I am hoping to recompense Mr. Chen for his time and his samples as I most definitely believe it will be worthwhile from both our points of view. Please keep these dye colour cards as they are the only two I have.

I do appreciate your co-operation on this and hope that I have not imposed on our friendship too much. Once more, please let me know your shopping requirements before I leave Australia.

I am also enclosing the plastic Kleenex tissue holder which was overlooked in the last letter.

Regarding the Transistor RadioGram I have now discovered the great problem lies with our Tariff and Customs people. The fact that it has a radio attached to it means that the duty is 50% plus \$A10.00 per unit which makes it unsaleable. Two electrical firms have been most impressed with the quality of the article and have asked me do you produce a similar article but only the Gramophone i.e. without the wireless at a lower figure, say around US\$7.00 because then our rate of duty would be quite different and we could compete with the Japanese products coming into Australia.

In the
Supreme Court,
New South Wales

Exhibit CCC
(cont.)

Letter Davey
to Jackson Wu
(cont.)

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4/...

- 4 -

They are also interested in a pocket size transistor recorder of the cheaper variety which I did mention to you some time ago.

The market here is highly competitive Jack and the goods have got to be cheap and of the right type to sell.

There are many problems and questions which we can discuss together on my return but the first one which we must solve very quickly, is Snakeskins because as I have said so many times "here lies our big chance".

Unfortunately I am still having a problem with the Garter Grips as there is a locally marketed one of a different variety which is even better than what we are now quoting but there are still a number of replies to come in and therefore I am still hopeful.

I look forward to seeing you soon, and still hope that together we can do business which will be mutually satisfactory.

If there is anything that is not clear in this letter please cable me and debit charges to Jalsard, as it is most important to get both an order and the samples through as quickly as possible.

Yours sincerely

(Mrs) R. D. Davey

P.S. When you ship your first Shakeskin shipment to Australia you use the exact form which we sent you as a pro-forma - the wording is correct but you must use the correct ^{invoice} form for export to Australia. If you have any difficulty in obtaining these please cable and I will airfreight some forms to you immediately. As other agents are exporting to Australia I do not imagine you will find difficulty in obtaining these forms

In the
Supreme Court of
New South Wales
Exhibit C/C
Letter Davey
to Jackson Wu
(cont.)

250

RAYMOND & COMPANY, LTD.*Exporters, Importers & Manufacturers,
Representatives*CABLE: "RAYMOND" TAIPEI
CODE USED: ACME4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. II,
TAIPEI, TAIWAN, CHINATEL: 4 4 7 9 8
5 9 4 5 3MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN* PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS*Your Ref.**Our Ref.* RL-5295/67*Taipei.* February 21, 1967Mrs. Robin Davey
Messrs. Jalsard Trading Co.
Sydney, N.S.W.
Australia*In the
Supreme Court of
New South Wales**Exhibit CCC**Letter Raymond
& Co. Limited
to Davey*

Dear Robin,

Many thanks for your letters of January 27, February 3rd, 8th, 13th, 14th and 17th as well as a letter from Mr. Y.K. Ling of Office of Economic Counsellor, Embassy of The Republic of China to Australia regarding the future prospect of importing Snakeskin to your country. In reply, we wish to inform you as follows:-

SNAKESKIN: First of all, let us inform you that your deepest concerns about the bleaching and dyeing the captioned goods seem to be quite successful after getting your Formula and chemicals from you. Thank you for your active and quick actions. It is, therefore, believed that we can submit you our final satisfied samples of pastel colour by Early March to meet your requirements, which please wait with interest.

The experimental test of bleaching has been held by us in the office to see if it will work. The consequence reveals to us that black mark of the skin can be removed by means of applying your formula. We are now confident with this solution and have decided to pass over this method to Mr. Chen who promises us to come over to our office first thing in the morning to proceed further testings. Mr. Chen also agrees to preserve the exclusive rights of sales for you which we will enter into the written contract in the event of commencing production. Please be well advised that we will keep you posted with our up-to-date development whenever there is any.

Fui Chiau Corporation Ltd, (JTC926/67): The skin he offered you is a sort of Water Snakeskin approved by Mr. Chen. He said there will be not many of this type of skin with the width of 6½" skin, as this is considered to be a small Snake. The price, of course, is also much cheaper than what we exported to you and their offering of 1.50 for a 6½" is also available to be supplied by Mr. Chen in case you want

- to be continued -

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RAYMOND & COMPANY, LTD.*Exporters, Importers & Manufacturers,
Representatives*CABLE: "RAYMOND" TAIPEI
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NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINATEL: 4 4 7 9 8
5 9 4 5 3MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN* PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS*Your Ref.**Our Ref.**Taipei.*Mrs. Robin Davey
Messrs. Jalsard Trading Co.
Sydney, N.S.W.
Continuation from page 1.....*In the
Supreme Court of
New South Wales**Exhibit CCC**Letter Raymond
& Co. Limited
to Davey
(cont.)*

to import this sort of Water Snakeskin. However, it is advisable that you keep this matter pending till your next trip here and let us discuss this problem further. The Company of Fui Chiau Corp. Ltd. actually is a small one we guess that they don't even install telephone and the site of company is located at the edge of city boundary.

Christmas Ornaments: On 17th inst., we aird to you two pcs. each of 041A, 041B, 041C, 042A and 042B as well as one pc. each of RYH050 and RYH051. Enclosed, please find our Estimate on same. We are now awaiting your valued orders on same with great interest.

Young Bros.: Four pcs. of samples including two pcs. of 4 oz. and two pcs. of 6oz. were dispatched to you on February 14th which must have reached you by this time. As you well aware that they have been heavily booked by their customers for forthcoming 4 to 6 months well advanced, they are not much active toward our enquiries unless Edgell Gerber has definite intention to import this from them.

Yours February 3rd (JTC927/67): 30 pcs. of Tanned skin in the natural state for your experimental use were forwarded to you on 20th inst. Hope you are using these to make a good experimentation with bleaching and dyeing.

Chung Hsing Enterprises Ltd.: You are right that this is the right firm to whom Stephon Feng took you there. We don't know how you feel about them. But frankly speaking, we don't trust them much as they are making interception and troubles to our company a lot that Mr. Chen, assistant clerk of Mr. Yuang of First National City Bank called us the other day informing that they have been put much trouble because of Chung Hsing on Snakeskin problem and manager of the Bank has determined that in order not to be involved with this type of headaching troubles, they decide not to write you direct about your enquiries. Mr. Chen also strongly wanted me not to tell you this matter by mail and they want to let you know the fact at your next arrival in March. What Chung Hsing did was that they protested City Bank that the whole

- to be continued -

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RAYMOND & COMPANY, LTD.

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA

TEL: 44788
59453

Exporters, Importers & Manufacturers,
Representatives

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

✱ PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei.

Mrs. Robin Davey
Sydney, N.S.W.
Continuation from page 2.....

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Raymond
& Co. Limited
to Davey

(cont.)

business of Snakeskin had been concluded by them, and not by Raymond Co., Ltd. if Mr. Yuan-g or Mr. Chen of Bank would not have recommended you to Raymond. Mr. Chen told me in phone that they are afraid of being misunderstood as they are only helping us for friendship. I think you dare not trust also this kind of tricky and double-cross making Co. As Mr. Chen repeatedly asked me not to let you know this, I think, you better not write them any letter until you are here. Besides, we are not afraid of Chung Hsing's tactics as they are too small a company to compete with.

Bethel: Again, this is also a firm not worthy trusting. Please refer to our previous letter and brush this firm off from your memory. Will you? It is only wasting time if you stick to do business with the firm like this. I have come to wonder why so many firms like above are making their livelihood and keep their extremities meet by taking an advantage of others so cunningly. *ends*

J.T. Clark & Co.: Many thanks for doing favour of sending cheque to them. We will pay you first thing at your arrival to Taipei. Thank you very much.

Danish Christmas Mobiles: Sample was sent to you on 17th inst. The only difference of our No.051 is made according to your counter samples with drawing instead of printing. Your comments on our samples is highly awaited.

Yours of 8th February:

Snakeskin Novelty for Christmas: Please do send us the types of novelty for us to copy in time to let you see before your arrival. Many a firm is willing to take up this business and I believe there will be no problem to fix this up for you.

Sablon: A small pc. of quality sample has been forwarded to you on 14th Feb. Please let us have your opinion on same at your earliest convenience.

Yours of Feb. 13th: Lizard Skin - We are now awaiting for the coming of your samples. Mr. Chen of Snakeskin is interested in seeing the samples. He said he could consider importing if price and quality are both convenient.

- to be continued -

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RAYMOND & COMPANY, LTD.

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA

TEL: 4 4 7 9 8
5 9 4 5 3

*Exporters, Importers & Manufacturers,
Representatives*

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei.

Mrs. Robin Davey
Sydney, N.S. W.
Continuation from page 3.... .

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond
& Co. Limited
to Davey*

(cont.)

Yours of February 14th

Your Order of 100 pcs. Snakeskin: We have made Mr. Chen accept the captioned order at your bid price. He was insisting on having this price at 1.80 per pc., but, after our persuasion on letting him know about future prospect, he finally agreed with us in taking this business. So please rush to us your L/C immediately. We, on our part, will do utmost to instruct them to follow your colour problem which please rest assured.

Prices on 5", 5½", 6" and 6½": After discussion with Mr. Chen, we are requested to give you a price-list as under:-

100% 5" skins	US\$1.45	per pc.	(FOB)
100% 5½" " "	US\$1.65	" "	(FOB)
100% 6" " "	US\$1.85	" "	(FOB)
100% 6½" " "	US\$2.07	" "	(FOB)

As for price for mixture of skins, it is not possible for maker to quote as there will be a variety of mixing and it makes prices different every time.

Transistor Radiogram: Please refer to our letter Feb. 6th, our price mentioned per that letter is best and final. It is absolutely impossible to negotiate with maker on the price bidden by you at US\$7.00 unless this business is done on UNDERVALUED basis. In other words, you open a L/C for \$7.00 each set and remit us the difference of the rest by Telegram Transfer before shipment is effected. Anyhow, we are not asking you to do so. This is only an alternative way of suggestion for your consideration.

Once again, thank you very much for your attention to this matter. In the meantime, we look forward to hearing from you soon.

Yours faithfully,

RAYMOND & COMPANY, LTD.

MCW/sh

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for M. J. M. M. M.
Managing Director

RAYMOND & COMPANY, LTD.

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA

TEL: 44798
59453

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CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

* PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref. RL-5303/67

Taipei, February 22, 1967

Attn: Mrs. R. Davey,
Messrs. Jalsard Trading Co.
Sydney, N.S.W.
Australia

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Raymond
& Co. to Davey

Dear Robin,

Further to our letter of February 22, 1967, under our Ref. RL-5295/67, we are now writing this letter in answering your enquiries dated February 17th, inst. as follows:-

Your coming by Phillipine Airline: We are so glad to note that you are coming to Taipei on 12th of March by Phillipine Airline Flight No. PR 400. We will go to airport to welcome you and hope to see you in the best of health and luck.

Mr. Carr's coming: We understood everything from your letter and have already fixed up every thing with Mr. Chen of Snake skin maker. Mr. Chen also promised us that he would not do any business with any body, not to say only Mr. Carr, coming from Australia without having our consent. Please do believe us that we are ready to give this to nobody, but you.

Novelty made of Snakeskin: In order to realize our business at an early date, we request you to send us all the samples for us to copy and let us make counter samples in time to let you see when you are here. If not, please do bring these samples with you and let us study the possibility of the business together.

Gartergrips: Thank you very much for your cooperation on same. We are awaiting your good news as to introduce our goods into your market.

Xmas Electric Light: Enclosed herewith, please find our Estimate 5204/67 on same. This is the price quoted by maker who will copy the one (Japanese one) you sent to us. The maker says that they are giving this estimate to us by calculation and that they are not intending to give us any counter sample unless we place firm order with them. The counter samples will be given to us in the event of actual transaction. It is, therefore, recommended that you please study the Estimate and see if there will be any possibility in pricing and let us have, in return, your opinion soonest possible.

- to be continued -

RAYMOND & COMPANY, LTD.*Exporters, Importers & Manufacturers,
Representatives*CABLE: "RAYMOND" TAIPEI
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NORTH ROAD SECT. II,
TAIPEI, TAIWAN, CHINATEL: 4 4 7 9 8
5 9 4 5 3MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN* PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS*Your Ref.**Our Ref.**Taipei.*Mrs. R. Davey
Messrs. Jalsard Trading Co.
Sydney, N.S.W.
Continuation from page 1.....*In the
Supreme Court
New South Wales**Exhibit CCC**Letter Raymon
& Co. to Davey**(cont.)*

Shower Cap RL9687/67: As requested, we have asked Nan Ya's sister company called Shing Tong Plastic to produce some 6 pcs. for your acceptance along with patterns and colour samples, which please wait.

Private: Accepting your good-will, I would like to ask you to bring with you a overcoat-with-fur of my size in decent dark colour preferable. Suppose your carrying weight exceeds more than stipulated weighing, then you can brush off this matter.

Thank you very much for your attention to this matter, and hope to meet you soon at Taipei.

Yours faithfully,

RAYMOND & COMPANY, LTD.


Managing DirectorMCW/sh
cc. Copy of Mr. Y.K. Ling,

P.S. Concerning the colour of the coat I would rather like to have your valuable opinion. Thank you.

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RAYMOND & COMPANY, LTD.

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4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA

TEL: 44798
59453

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Representatives*

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TAIWAN

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref. RL-5297/67

Taipei, February 22, 1967

Attn: Mr. Y.K. Ling
Office of Economic Councillor
Embassy of The Republic of China

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond &
Co. to Office of
Economic
Councillor
Embassy of the
Republic of
China*

COPY

Dear Sirs,

This is to acknowledge with thanks receipt of your letter dated February 14, 1967, and the content of which has been duly noted with our careful attention.

In reply, we wish to inform you that our first shipment effected during last month on the captioned Snakeskins has been received and accepted to our buyers, Messrs. Jalsard Trading Co., entire satisfaction. As for colour problem, we are presently doing our level best to achieve the colours required by our buyers. However, it is believed that we shall be in a good position to supply Mrs. R. Davey of Jalsard Trading Co. any colour requested by her clients before long.

In the meantime, we thank you very much in advance for your attention to this matter and for whatever assistance you see fit to extend to us.

Yours faithfully,

RAYMOND & COMPANY, LTD.

COPY

for M. W. ...
Managing Director

MCW/sh

cc: Mrs. R. Davey, Jalsard Trading Co., Sydney.

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RD:JP

27th April, 1967.

Mr. J. Wu,
Raymond & Company Limited,
Box 3254,
TAIPEI. TAIWAN.

*In the
Supreme Court
New South Wal*
Exhibit CCC
*Letter Dauey
to J. Wu*

Ref: JTC 401 / 67

Dear Marjie,

Christmas Decorations:

Regarding the NT \$900, you may charge it to my account. You will by now have the revised sample box, which we in turn require along with a dozen completed sets of Christmas Lights, air freighted to us at the very earliest possible moment.

You will also have read my letter indicating that the interest down here is sufficiently great to warrant Enyih Yuan being in a position to produce in excess of 30,000 sets, which must be in Australia no later than the beginning of the second week in October. We will be placing the orders gradually as they come through, so this should make it fairly simple for you to keep up with the orders. The same will apply to the Christmas Decorations and I think I indicated to you that it would appear the greatest number of orders will occur in 041C and 042C.

Regarding the letter of credit, I am sorry for the delay, but there has been certain confusion with the documentation. By the time this letter reaches you the letter of credit should be well and truly with First National City Bank to be followed within two or three days by a L/Credit for the Christmas Decorations which I ordered in my last letter. Please, Marjie, keep your eye on the mother bulbs. We have found some of them have to be hit to make them flash, so this is another point to watch along with your milliamps. Turn out the goods as we want them and you will get repeat orders for next Christmas, I feel sure.

Party Pack:

Enclosed is a Partipack catalogue from England. We feel this is a very salable idea and should be able to be produced in Taiwan. Unfortunately, it is difficult for us to obtain a sample so we are hoping that with this catalogue and the information I shall give you, you can produce a set for us. As far as the sample is concerned, once the artist has drawn it we would like the sample

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Raymond & Company Limited.

27th April, 1967.

printed. Any cutting that has to be done we will accept by hand for the sample. After this, if your counter-sample is satisfactory, we can place orders and any moulds that are necessary can therefore be made.

Taking 1401 as the example - it consists of a place setting for eight children; each setting consists of a place-mat (which has a spoon and fork drawn on it as you can see in the picture), and also as you can see it is grey with a white border and on the far side is extended in grey and white stripes large enough to take the drawn engine setting on the extended portion. We believe that the place-mat forms the card-board backing and the rest of the setting would be flat and made up simply by bending the cardboard, and probably placing extended tabs in slit holes. Do you understand what I mean? I will try and sketch roughly the idea on a separate piece of paper.

*In the
Supreme Court
New South Wal.*

Exhibit CCC

*Letter Dauey
to J. Wu*

(cont.)

In the front of the place-mat the drawn engine would be placed flat. In other words, you must have your artist draw and cut out a drawn engine as a flat piece of cardboard, but when you bend it and place tabs (which would be at vital points) into slit holes, then the whole becomes a three-dimensional engine. In the front of the engine I suggest there would be a Railway Station, likewise flat, which you also would bend using the same idea of tabs and slit holes, which has written on it - "Party Railway". In the front of this I suggest you might place a signal, which is a flat piece of cardboard with a cross-bar, as you can see. This does not need a stand, but is placed in a cake, which the mothers buy for the party, thus keeping it standing upright.

You will notice in the back of the engine there is a hole in which is placed a drinking cup, which is part of this Partipack, as is the plate and serviette. The plate, cup and serviette have a drawn pattern around the edge, which as you see is the same pattern on all three pieces. Also in the back is a party-hat, which again is flat, and if you look on the back of the pamphlet you can see how the grey part of this hat has tabs, as I mentioned before, going through slit holes, and how it is thus made up from a flat piece into a round hat. I suggest the wording should read - "Party Railway" as per the pamphlet.

The setting also has a Railway Carriage made in a similar fashion to the engine and the station. To complete the pack it requires two different coloured balloons and one squeaker balloon on a bamboo stick. The whole set should be attractively presented as I suggested, using the place-mat as the cardboard backing within a polypack, then in front of the place-mat, the plate, then the flat engine, carriage, then the station, the hat, the signal and in front the cup, serviette, balloons and squeaker balloon.



Raymond & Company Limited.

27th April, 1967.

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I have written to England and will have the twelve different sets airmailed to me, and then to you for copying, but this catalogue will give you something to work on. Gollins have indicated if you will print one of each set, please note, print - not handpaint - but you may use hand cutting for the sample, then subject to their satisfaction they would be prepared to go into the cost of a mould for cutting these sets. Pricewise these sets are much too expensive from England. This is why we would like you to produce them. We are mainly interested in eight place settings, which would need to be at a very competitive price.

Puzzles:

Subject to your printing of puzzles being satisfactory and your prices, Gollin have also indicated that they could be willing to pay for a cutter and design their own puzzle pieces. So please let me have the Bugs Bunny sample, Nursery Rhyme and all other puzzles as quickly as possible. We do want these for the Christmas range. We have found out that we are permitted to use Bugs Bunny and there could be other Screen Gem characters which likewise we will be permitted to use.

If we are to go ahead with this you will have to persuade the puzzle maker to reduce his minimum quantity per puzzle. We could not possibly accept more than 300 of one type of puzzle, but as I said, if he is involved in any extra cost for moulds, Gollin, if they go ahead with these puzzles, will provide the money necessary to produce the cutter. For the time being please use the same cutters as is being used on the puzzles already being produced.

Snake Skins:

I am sorry you have misunderstood my comment regarding the price of the skins. I know you only charged me U.S.\$183.60, but unfortunately, as you collected the full L/Credit for 200 and put the documents through for \$200, I was charged duty at this rate. I must have an authenticated statement from you as to the cost of the skins in order to get a refund from Customs.

Regarding the price of U.S.\$1.70 per piece, if you check the letter to which I made reference you will find that you did say you had persuaded Mr. Chen to accept my price. He did want \$1.80 per piece, but due to your persuasions he had accepted \$1.70. Then you quoted me the prices as mentioned in your letter of April 17th. In any case, Marjie, don't worry as it is only a question of U.S.\$13.00, but please just check your letter to see whether I am right or not.

You tell me that Mr. Chen is waiting for orders for these skins. Unfortunately, I cannot give you good news, as I mentioned in my last letter until his dyeing technique improves in the pastel

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Davey
to J. Wu

(cont.)

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Raymond & Company Limited.

27th April, 1967.

colours, these are not acceptable to the shoe trade in Australia, as the general opinion is that they are not solid pastels, but washed-out pastel colours. He will never achieve any different results until he stops using textile dyes and starts using the correct ones. I am very much afraid we will have to confine ourselves to dark skins, and if he can give me pure white skins, these would be very salable. I have requested samples in my last letter, which I need urgently.

*In the
Supreme Court of
New South Wales.*

*Exhibit CCC
201*

*Letter Davey
to J. Wu
(cont.)*

There is also a market here for the snake skin bows and shoe decorations. Could I please have prices on them urgently-also some samples, and would you please see if anyone can make a clip similar to the clip on the pair of bows which I gave you. Let me know the cost of this mould as I have a feeling that it could be worth money if the price of the bow is correct. This news I also require urgently.

Trusting everyone is happy with the news on the Christmas Decorations and Lights. Best regards to all the family; I trust Jack got away safely,

Sincerely,

Robin Davey.

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RAYMOND & COMPANY, LTD.

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA

TEL: 44798
59453

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Representatives*

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TAIWAN

CABLE: "RAYMOND" TAIPEI
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COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref. JTC:925/67

Our Ref. RI-5214/67

Taipei, February 6, 1967

Mrs. Robin Davey,
Jalsard Trading Co.
Sydney, Australia

*In the
Supreme Court of
New South Wales
Exhibit CCC
Letter Raymond
& Co. to Davey*

Dear Robin,

Thank you very much for your letter Ref:925/67 of January 25, and the content of which has been duly noted. This letter is being written by me, Marjorie, and I think you may feel surprised how come not by Jack. My husband went abroad for his business trip some two weeks ago and is scheduled to stay foreign countries till Early March. I, therefore, have to take up his job and run our office till he gets back to Taiwan. You are quite right that we have been very busy of late due to the approach of Chinese Rural New Year plus my husband's absence. Anyway, don't worry about me as I will do my very best to take good care of your business.

Now, let me inform you some results about your enquiries as itemized hereunder:-

Snakeskin: Regarding your request of making Pale and Silver colour for the subject, we have duly transferred this message to Mr. Chen, the Maker, and are advised that he will study this carefully before submitting us counter samples. As Chinese New Year is near at hand, it is believed that their counter samples will not be ready before Mid/Feb. But, we will surely keep on pushing them to take a necessary step forward as to meet your requirement soonest possible.

Gartergrips: As you well know this is one of our main line, we be expecting to receive your favourable news in near future as to the confirmation of this orders.

Christmas Electric Light: Your sample of Japanese Electric Light was already passed over to our maker for recopying. The maker promised us to submit us the exact counter sample by the end of this month. As for Yih Yuan, they are not in the position to copy the one you sent us, so we are contacting with other makers to copy same. In regard to the buyers from Australia, it is believed that it will be quite useless for them to contact, if and when, Yih Yuan as they don't produce this light themselves. As to our counter sample, it is needless to say that you be the only one person who enjoys this priority of considering whether or not this business should be materialized

- to be continued -

RAYMOND & COMPANY, LTD.

204

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. II,
TAIPEI, TAIWAN, CHINA

TEL: 44798
59453

Exporters, Importers & Manufacturers,
Representatives

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei.

Page 2.....
Continuation from page 1.

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Raymond
& Co. to Davey

(cont.)

between our firms.

Evening Pags: Three samples of the said subject Item No. 333-1-17 323-9-24 and 334-1-5 were aired to you 21st ult. for your con-
vassing purposes. We are now waiting for your valued comments
on same with great interest.

Young Fros. Glass Jars: A copy of letter addressed to you by
M/S Young Fros. regarding the matter has been duly received by
us. We trust the content of which is quite self-explanatory and
are now waiting for your further instruction concerning the
development and negotiation at your side.

Opals: We like to check this matter thoroughly before entering
any further. But, it is advisable that you can send us some
samples of rough stones indicating both FOP and C&F value res-
pectively when sending same. We will, upon receipt of your
samples, make a preliminary survey with people who could be
interested in. For your information, there is a man called
Mr. Hwang whom we had been introduced by First National City
Bank, who seems to be quite interested in importing this busi-
ness and has ever called us several times to ask if you had
forwarded us any sample stone.

Tinned Fruit & Vegetable: As Taiwan is still regarded in the
stage of Agricultural society, we also export a lot of the
above fruits and vegetables to many countries such as Japan,
Hong Kong, and Asian countries. Of course, the fruits and ve-
getables supplied by you in future are different from those
suggested by you. But, it is imaginable that high import duty
is to be added when imported. It is, therefore, hoped that
you would send us more detailed information as to the type
and/or sort of goods you intend to export. We, on our part,
will let you know the percentage of import duty in return
and will mutually study the possibility of the said business.

- to be continued -

263

RAYMOND & COMPANY, LTD.

205

Exporters, Importers & Manufacturers,
Representatives

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA
TEL: 44798
59453

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei.

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Raymond
& Co. to Davey

(cont.)

Page 3.....
Continuation from page 2.

Radio Phonograph: After a hot discussion with maker, we have finally succeeded in asking them to come down \$1.30 per pc. from our original price of \$15.00 FOB per pc. per our Estimate dated December 4, 1966. Minimum quantity is still 1,000 pcs which remains unchanged. Our new price will be:-

US\$13.70/pc. for FOB value and
US\$14.45/pc. for CIF value with minimum quantity
of 1000 pcs. to be ordered at a time.

It shall be very much appreciated if you will let us know your valued comments on same at your earliest convenience. For your information, each unit is checked thoroughly before it leaves out factory and, at the same time, spare parts equivalent to 1% out of FOB value will be attached together with the actual shipment, free of charge, to cover as extra parts in case of breakdown. Furthermore, circuit diagram will also be forwarded to the buyer in case of the actual transaction. Any special spare parts, if any, can be immediately supplied upon request. Now, I think you have the general idea on this matter and hope there will be a good response soon.

Snakeskin Passport Bags 9338/66: In compliance with your request, we are sending you, under separate cover, a sample of purses which we trust is more or less similar to the design you like to have. Please check and study our sample when it reaches your place.

Shower Cap RL9687/66: Your counter bid of US\$2.73 per dozen FOB Taiwan has been agreed by our maker provided your order at a time must be over 2000 dozens. Please contact immediately with your buyer and let them open L/C without delay.

Vinyl Shower Curtain: With much regret, we are to inform you that the maker will not accept your bid price of 30 cents discount and is willing to come down 20 cents instead of 30 cents. In other words, our new price will be US\$3.163 and US\$3.34 per dozen FOB Net and CIF Net respectively. Should this price meet with your acceptance, we shall be too glad to receive your orders at an early date.

- to be continued -

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RAYMOND & COMPANY, LTD.

*Exporters, Importers & Manufacturers,
Representatives*

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA
TEL: 44798
59453

Your Ref.

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Taipei.....

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Raymond
& Co. to Davey
(cont.)

Page 4.....
Continuation from page 3.

Snakeskin Belts: We understand your proposition and will accordingly send you our samples after Chinese New Year which please await.

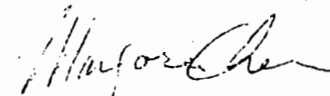
Design 116, 123 and 506: The sample pamphlet you brought back from Nan Ya is, at present, neither with us nor Nan Ya's Taipei office so that we really don't know the designs you are talking about. However, Nan Ya promised us to give us one for filing purpose after holidays from their Kaohsiung factory. We will study this problem as soon as we are in possession of sample. Meanwhile, we are sending you Tetron Sheeting, for your reference, suitable for shoe making.

Dry Cleaning Bags: Please refer to our letter of January 27, 1967 regarding this matter. We believe the content of which is self-explanatory.

Private: Due to Chinese Rural New Year, our office will be closed from Feb. 9 to Feb. 15, 1967 for celebrating the festival. Please be well advised that you are not supposed to receive our letter during the period. We will write you again after we come back to our office.

May God bless you and your family forever and ever.

Yours sincerely,


Marjorie Chen

Mc/sh

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REF:JTC932

MAR 11
2nd ~~February~~, 1967Mrs. Jackson Wu,
Raymond & Co.,
Box 3254 P.O.
TAIPEI TAIWAN*In the
Supreme Court of
New South Wales**Exhibit CCC**Letter Dated to
Mrs. Jackson Wu*

Dear Margie,

Thank you for your letter of February 21st. I cannot tell you how thrilled I am to hear that you have solved the bleaching and dyeing problem. I do feel we are half-way to producing the items which I originally set out to produce. You ask in your letter for Snakeskin novelty samples to copy. These should have arrived in Taipei by the time you receive this letter. Could you please add to your list a sample Wastepaper Basket covered in pastel-tone Snakeskin which I think would be attractive for bedrooms and a similar item covered in the darker toned Snakeskin for use in men's offices. Also, Snakeskin-backed hairbrushes and clothes brushes and a letter opener with a Snakeskin handle, I am bringing a sample with me.

Wastepaper Basket for Cars I saw today a type of basket already on the market from America, it is quite expensive and I shall bring this with me too as it may be a better one than the one I have already suggested to you.

Christmas Decorations: I am delighted with the sample range you have sent me and feel the price is now somewhere within a possible selling range. I would like to discuss this with you and Yih Yuan on my arrival in Taipei.

Christmas Lights Please do not overlook these as they are very important still and the Distributor concerned has indicated he is definitely more interested in Yih Yuan's lights operated off a battery, than in any other. He has called a conference for tomorrow with an electrical adviser to find the best type of battery to work these lights from and I shall bring something with me to indicate to you what we want.

FABLON I am very delighted with your counter-sample and only need to discuss price with you on my arrival. It is a very good copy.

Transistor Radiograms I would like to discuss with you on my arrival in Taipei.

LIZARD SKINS The price quoted to you was in Australian. I have converted this now for you and it would be US\$2.05 F.O.B. Sydney. There are 700 available skins of assorted sizes and the quality is what we call 2"seconds". I have given you an exact example of the variety, size and the colour range which you should have in hand by now.

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DANISH CHRISTMAS MOBILES I am delighted with the copies you sent me, the price is also quite good. In fact it has led to the possibility of a big promotion as a friend of mine is the licenced representative on one of Americas large Cartoon character productions and has given me permission to have you produce Mobiles of these characters. He is hoping for National distribution and there is already one distributor quite interested also, he has the rights to produce all publicity on a musical singing group of boys called the "Monkees". I am bringing a photograph of this group and want mobiles produced of the boys faces from the photograph. Could you please arrange an appointment with whoever did the Danish Mobiles as his work was so very good. I will explain in detail all facts regarding this matter on my arrival.

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Davey to
Mrs. Jackson Wu
(cont.)

CHUNG HSING ENTERPRISES LTD. I am so sorry that they have caused you so much trouble and I certainly do not wish to do business with them. I have not written to the Bank and will say nothing until I have discussed the matter with you.

BETHEL This firm does not seem very honourable as they asked me to place a Letter of Credit with them. I sent you a copy of my letter telling Bethel that all my business was placed with Raymond. Could you please find another handicraft manufacturer in case we want to place an order for the Sisal products.

FUI CHIAN CORPORATION LTD. I only mention this firm to you to let you know what was going on. I am very happy to enter into a business relationship with Mr. Chen through Raymond & Co., as I feel he is a very reliable man. Please tell him I am bringing Silver Foil with me for application to the Snakeskins and if he is successful in applying this foil I believe there is an Agent in Hong Kong who will supply you with the silver as I anticipate big orders in Silver Snakeskins if we can produce it satisfactorily.

I am most anxious to see all the colour samples which I hope will be ready when I arrive in Taipei and any other novelty copies of the items I have sent you which you might possibly have ready on my arrival.

GARTER GRIPS: I have had my first encouraging letter from one manufacturer asking me if I intend holding Garter Grips for immediate delivery. I am going to tell him, yes, so please if I need some could I bring them back with me when I return from Taipei as I do not want to miss the opportunity of starting this business - his first order may only be small but at least he appears interested.

BATHING CAP Did this item ever arrive and is there any chance of producing it? Also did the Sleeping Cap arrive. I have sent the 2nd sample in the last parcel in case the first one never reached you. Did the lace ever arrive for the Nan Yu Shower Cap? as this firm is still interested in 2,000 dozen if possible, please have new samples for me and samples of all available plastics.

YOUNG BROS: Edgell Gerber are interested in ordering from Young Bros but will not confirm one way or the other until they have a definite price on sending 4oz and 6oz jars to Australia. I will try to persuade them to wait until I return.

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EVENING BAGS: I am very happy with these but your reference numbers are different to the original estimate on this item. Please could you give me an estimate on the 3 bags you have sent me.

KEY RING WITH NOVELTY PURSE: You make no mention of this in your letter. Can you have some information about it when I arrive please?

I believe that we are half-way to succeeding in establishing a good business with the Snakeskins. The most important thing is that;

- a) I can have all these samples to bring home with me
- b) that the price is competitive - people in Australia keep telling me that Taiwan does not realise that we are a country of few people as compared to America and I tell them my Agent is different, they understand and help me both in mini quantities and in realising that there is no preferential tariff rate in this country for manufacture in Taiwan.

The second most important items could be the Christmas Decorations battery operated lights from Yih Yuan. I hope that I may bring an order with me from one distributor but I do not yet know.

Your Vinyl Shoes, samples No. YK7 etc., etc., these could be very interesting produced in Snakeskin with possibly the leather sole as the tariff duty on this would be far less than on vinyl. You will remember that your estimates for these YK7 was US\$4.026 F.O.B. per dz. You will realise how difficult our tariff is on certain items when I tell you that on this one item the duty is \$A7.05. This country is very stupid in over protecting some of our own industries. It makes the importation of articles such as your shoes which are very good, and the vinyl shower curtain, quite impossible.

TETORON CURTAINS: I am bringing an exact sample of 2 curtains with me plus prices I am not very hopeful of these particular items but we will try once more while I am in Taipei.

Private Margie. You still have not told me if you want me to bring a coat for you and if so what colour. Please hurry and let me know or your letter will be too late - is there anything Jack needs.

Fondest regards.

Robin

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Dawey to
Mrs. Jackson Wu
(cont.)

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P.S. Margie.

Please do not forget to use the correct export/invoice form from Taiwan and not the invoice that I originally sent you as I told you this is simply to give you the wording that is required by our customs people. You have not mentioned if you want me to bring any forms with me so I can only imagine you have found that they are obtainable in Taipei. Please would you use this form when you airfreight the 100 skins to Australia and would you insure them collect Australia as before. You should have received the L/C within 2 days of receiving the order. If you have not the L/C in hand please cable me immediately and I will check with my Bank before leaving Australia.

*In the
Supreme Court
New South Wales*

Exhibit CCC

*Letter Dawey to
Mrs. Jackson Wu
(cont.)*

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RAYMOND & COMPANY, LTD.

4. LANE 42. CHUNGSHAN
NORTH ROAD SECT. 11.
TAIPEI, TAIWAN, CHINA

TEL. 44798
59453

*Exporters, Importers & Manufacturers,
Representatives*

**MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN**

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref. RL-5803/67

Taipei. May 6, 1967

Mrs. R.D. Davey
Jalsard Trading Co.
9th. Floor
66 King Street
Sydney, N.S.W.
Australia

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond
& Co. to Davey*

Dear Robin:

Thanks a lot for your letters dated April 14th. and April 27th. received on May 3rd. and 4th. respectively. We took immediate actions in regards to the instructions mentioned in those two letters without delay. We are most anxious to get the things rolling while appreciating your laborious endeavors.

Following are the measures taken by us after making a careful study on your letters.

Christmas Lights:

I am pretty sure you could recall the telex you sent through First National City Bank, Taipei Branch, requesting us to ship 12 sets of Christmas Lights via air parcel post. We sent them with former box packing due to the reason that we did not receive your letter of April 14th. until May 3rd. Therefore please do not get confused that the boxes will be going to be like those. We have contacted with Yih Yuang for the new boxes according to your new instructions. We will send you samples for your perusal and approval when they are ready.

Snake Skins:

We have notified Mr. Chen for those colors you requested in your letter dated April 14th. They will be ready for shipping in a few days. We will notify you upon shipment. We do hope the products this time will better come out to meet your satisfaction.

Shower Caps & Toilet Sets:

We have contacted Nan Ya people on the captioned goods. We are still under negotiation and we will keep you informed of the outcome at a later date.

Seaward Mill:

We also booked sample order on Men's Sweater with Seaward Mill according to your instruction. It should be ready very shortly and naturally we will air-mail to you without delay for your inspection and approval.

-to be continued-

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RAYMOND & COMPANY, LTD.

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA
TEL. 44798
59453

*Exporters, Importers & Manufacturers,
Representatives*

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

**MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN**

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei, 5/6/67

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*In the
Supreme Court of
New South Wales
Exhibit CCC*

*Letter Raymond
& Co. to Davey
(cont.)*

Children's Puzzles

The puzzles samples you brought over for Gollin & Co. have booked with the maker for production of counter samples. They will also be mailed to you together with their available samples from open stock.

Packing Waste:

We certainly hope you can find a good source on packing waste. What we really want is those corrugated packing containers (used) and they are crushed and packed in bales for shipments. You can refer this to either Yorkman or Raymond as they are practically same company as you knew. Due to the fact that local paper mills have suffered on short supplies of packing waste material from U.S. sources of supply, there is a great demand on this item. We are very much obliged if you can locate a suitable source. By the way, local paper mills use this kind of packing waste material to make them into pulp again. Just an information for you to look for the right source, which you might be interested.

Party Pak:

Yih Yuan is reluctant in going ahead for making this product without seeing actual sample from you. Appreciate very much if you can manage to send us one sample so that we can talk him into making counter samples.

I guess we have answered your questions. Should there be anything you would like to ask or we left something, please do not hesitate to write us again. We all enjoy reading letters from you. Jack is in Nairobi today and is leaving for Paris end of this month. I am very busy taking care of your orders plus orders he completed abroad. You can see how busy I am and I hope you do not mind if there is anything I work so slow on your instructions. I will try to do my best during his absence and I hope I can comply with your request and catch up with your swift movement and quick decisions.

Kindest personal regards,

RAYMOND & COMPANY, LTD.

MC/mh]

.....
Managing Director

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8th May, 1967

REF: JHC:1605

Raymond & Co.,
 Box 3254 P.O.
TAIPEI TAIWAN

*In the
 Supreme Court of
 New South Wales*

Exhibit CCC

*Letter to
 Raymond & Co.*

Dear Margie,

I have not received a reply from you to my last letter. I guess you must be very busy, but I am most anxious to have puzzle Samples airfreighted to me as soon as possible..also, the Snake skin samples I requested.

The battery-operated lights are being very well received here. I am very hopeful about their sales. We received an answer to our Telex yesterday, but you do not mention if the 12 sets of lights are coming in the boxes or not. If you haven't sent them in their boxes as I ordered, will you please airfreight twelve (12) empty boxes, so that we may pack the lights in them down here.

Gollin & Co. have representatives going through Australia, leaving Sydney on May 12th, so you can see these boxes are most urgently required. Also, we urgently require 3 boxes to fit O41C in the Christmas decorations, as I have some decorations here, but they are in the incorrect boxes.

If you prefer you can airfreight to me in correct boxes the following

- $\frac{1}{2}$ doz. O42C in boxes of 1 dozen
- $\frac{1}{2}$ doz. O41A in half-dozen boxes(as ordered)
- $\frac{1}{2}$ doz. O42A in the boxes as ordered of $\frac{1}{2}$ doz. pieces
- $\frac{1}{2}$ doz. O41C in boxes of 1 dozen.

These also need to be taken around Australia. Please let us have these most urgently. I cannot stress enough how important it is for sales promotion. If you are satisfied that the boxes look as I intended them to look, from the samples I sent you, then I am sure we will be satisfied with them.

2.....

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Raymond & Co.

5th May, 1967.

The two sets of lights sent me with the correct mould are most satisfactory, as are the bulbs in them. I think we should all do very well out of this business. Already we are discussing variations on these lights for Christmas 1968, and Gollin & Co. want me to return to Taipei in September to discuss this with you.

YIH YUAN PRICE LIST

I do not have a revised price list yet on all the Christmas decorations I first brought to Sydney last October. Again, let me have this by return mail - and could you check with your records that my numbers on these decoration boxes are the same as the numbers Yih Yuan are now using. This also is urgently required, as if they can reduce their prices a little from the original price list offered, I would anticipate there would be sales in some of their other decorations.

CHRISTMAS TREES.

Gollin & Co. are interested to know if Yih Yuan have a silver foil Christmas tree, similar to the small one No. 109, but they require them in a range of sizes two feet to six feet.

The price on 109 is very high. If it will reduce the cost, they can leave the pearl beads off the tree, but the price on 109 would only be suitable for a much bigger tree.

I am sure you must be busy with Jack away, but I cannot stress enough how urgently this information is required, nor how urgent is the need for the correct boxes. Please do not forget to pack the cord under the electric lights, as the first thing our buyers must see are the lights...not the cord.

MOBILES.

I have had little time to attend to this matter, but it will receive my prompt attention as soon as the matter of the Christmas lights and decorations is settled. We do not know just how big this business will be in the Christmas line, but it is so promising that it is occupying most of my time.

SNAKE SKINS.

You have had from me a letter telling you of the reaction to Mr. Chen's skins and requesting from you samples - and a price on

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- 3 -

5th May, 1967.

Raymond & Co.*In the
Supreme Court of
New South Wales:*Exhibit CCCLetter Davey to
Raymond & Co.

(cont.)

the bows and the round shoe decoration we designed whilst I was in Taipei. I am also anxious to have these, plus your price. Please do not overlook any novel game, puzzle or toy, as it looks as if this will be our best line with Gollin & Co. Any sample you think will interest us, please airfreight to me as quickly as possible. June in Australia is the finish of Christmas buying, so that all samples must be here in May, and all orders placed in June, after which you may get certain re-orders, but the bulk of your orders will be in Taipei in the beginning of July, and must be shipped out by the beginning of September.

Please let me know if any progress is made on the Party Pack pamphlet I sent you. I am sending, as soon as I receive them, the English samples. If you are unable to produce these in Taiwan, I will try Japan, but the artist who works with Mr. Chen is so clever, I think he should be able to attend to this matter for me.

I am still waiting for the samples from Elegant of the sequinned Hen and Cock etc., as I think these might be able to be included in a children's range of toys etc.

YOUNG BROS.

I regret to inform you that Edgell Gerber have decided not to go ahead with the glass jars, but to continue canning their baby food for the time being. They have indicated that our prices would interest them if they ever switched over to glass jars.

FABLON.

This matter is under discussion, but again, I haven't had so much time to attend to this. I should have some information for you by the end of the month.

SHOWER CAP, TISSUE HOLDER, TOILET BAG.

I believe I asked you to let me have the samples as they are. I will try to persuade Woolworth's to order on the understanding that the lace is changed, but it would be helpful if you could just

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- 4 -

5th May, 1967

Raymond & Co.

*In the
Supreme Court
New South Wal*
Exhibit CCC
*Letter Davey to
Raymond & Co
(cont.)*

let me have a small piece, maybe 12 inches of the lace that we chose to show them, and find out if it is acceptable. These I would like by air freight as well.

LUCKY BABY.

The first 25 cardigans have arrived. I shall wait for the full order before deliivering it. We may get further orders as a result.

INDUSTRIAL GLOVES.

The price is far too high. The gloves that were required were just short, canvas-backed ones with leather fronts. Maybe these can be obtained more cheaply. Can you please let me know?

TURTLE NECK DRESS.

I have a firm interested in this, and they are discussing whether they will go ahead and place an order through me or not. I will let you know as soon as I have an answer.

Once more, Margie, regarding puzzles...Ross Solomon will let me know this week which of the screen gem characters are free...Gollin & Co., as I have already told you, are definitely interested, but you must get the minimum quantity per puzzle down lower. Please let me have this information as soon as possible. We are very interested in puzzles.

Trusting this letter finds all in good health, and that Jack is having a very successful business trip.

Best regards,

Sincerely,

ROBIN DAVEY,
Managing Director.

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JTC:T605

23rd May, 1967.

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Davey to
Raymond & Co.*

Raymond & Co.,
Box 3254,
TAIPEI. TAIWAN.

Dear Margie,

Further to my last brief letter, here are some more details of a meeting as held by Gollin & Co. last Friday.

The orders for Christmas Lights will be a minimum of 150 gross, with a likely follow-up of another 100 gross. The first order placed will be for half of the 150..i.e. 75 gross, but THIS IS SUBJECT TO SEEING YOUR PACKING OF THE FIRST ORDER WHICH ARRIVES ON THE GEORGE ANSON on June 28th.

So, Margie, it is up to you to be very sure your export carton is of the best quality, and your packing is good and secure and conserves space. Gollin & Co. want all orders packed in gross lots, so it is important to have your cartons exactly the right size for Christmas lights, for the large Christmas decorations, and for the small Christmas decorations.

The twelve sets of lights you air-freighted into us cost U.S.\$13, and certainly could have been better packed - as there was a lot of waste space. Gollin & Co. have asked me to tell you to please be sure your export cartons are the exact size to take their orders without undue waste space, and in gross lots. This, of course, cannot apply entirely to this first order you are shipping out on June 5th, but this is how we want the first order packed:-

8 gross boxes of 001 and
8 gross boxes of 002...

You will then have 4 dozen of each type of light over. These we would pack to go in one box of 8 dozen. We presume you are shipping out the decorations with the lights, and want them packed as follows:-

1 gross box of 20 doz.	042A	in half-doz. boxes
1 gross box of	041A	in half-doz. boxes
3 gross boxes of	042C	
3 gross boxes of	041C	

23rd May, 1967

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In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Dawey to
Raymond & Co.

Raymond & Co.

You will then have a mixed box of 16 doz. 041A and 042A...and a mixed box of 8 doz. 041C, and 042C.

I hope this is clear, as it is most important that Gollin & Co. are satisfied with your packing. They have asked me to tell you to make sure Yih Yuan order sufficient boxes and export cartons to fill a minimum order of 150 gross lights, and approximately 80 gross boxes of decorations, which order will again be placed in two parts...and exactly how many boxes of each type of decorations, we do not yet know. It is very likely that the decorations may go in excess of 80 gross. ^(cont.)

If you are confident of your packing, and I feel sure that you will pack as per request, and pack well, then please do not wait for our order to be placed at the end of June before preparing your boxes and lights etc., because this is a definite 150 gross order of lights, and a definite 80 gross order of decorations, some of which must arrive in Australia at the end of August, and the rest by mid-October. It is subject only to approving that your packing and export cartons are satisfactory.

Gollin & Co. have asked me to indicate to you that once they see this lot of orders, and which satisfy that your packing is of Number One standard, then they will feel that they know you as I do, and they will not in future need to approve anything you do, but will know that you are 100% reliable at all times.

I am concerned that I have as yet not received the Puzzles, the Sequinned Hens and Cocks, the price on the Christmas Decoration 003B, nor a revised price on any other Yih Yuan Decorations. It is so unlike you, Margie, to take so long to send these through to me, that I do hope everything in Taipei is alright.

I am going to send you a booklet about Gollin & Co, for I would like you to understand just how big a distributor this firm is. It is world-wide, and Australia-wide, and we are very lucky to be working with them. I mention this as they keep requesting...Where are the Puzzles...and I am beginning to be embarrassed by the fact that they have not arrived. I would also like to have the Snake Sins as soon as possible.

FABLON

This is presenting a problem as, unfortunately, we are fighting the Customs People about Duty. Unless we get a new classification, it may not compete price-wise with other lines already on the market.

PURSE , SHOWER CAP etc.

I am not too concerned about these any more, as I think I will be confining my activities to Children's Toys, Christmas

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23rd May, 1967

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Raymond & Co.

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Davey to
Raymond & Co.

(cont.)

Decorations and Reptile Skins. It looks as if Gollin & Co.'s requirements will grow very big. They are coming to depend on me more and more to come up with new ideas and present them.

We have learned that my trips in September must be to bring back with me most of the range for the Christmas, a year and a half later. This sounds a little crazy, but, unfortunately, Australia works this far ahead.

To this end, I would like Yih Yuan to have ready for my approval in September, the following articles:

We would like a new type of Christmas light for 1968, working on the same system of parallels, the same mini-amps, the same battery, but to keep sales up, the decorations need to vary. We had thought of taking some of the figures from the Box No. 022, or slightly cheaper ones, and using these for the Christmas Light Decorations. The idea is that you make them the same as this year's model, i.e. five with bulbs and five without. We are very fortunate that most Christmas Trees today here are metallic and have a need of them when it is unsafe to use electric lighting, therefore, we anticipate an ever-increasing sale in battery-operated Christmas lights, but each year we must come up with a new idea, selling the idea of figures instead of plain balls for 1968.

Margie, it is most important that these samples, or any others that Mr. Chen thinks would meet with my approval, are ready for my inspection when I arrive in Taipei, at least on a rough basis, as, due to many personal problems which I will tell you about on my return, I cannot spend as much time in Taipei as I did last March.

The other idea we have, which we believe is a real winner, is a Christmas Tree similar to the little metal Christmas Tree that I bought home with me last year. I think it is No. 109. We want it made completely hollow, with hollow branches attached to the trunk of the tree, but not divided from the trunk of the tree. At the end of each branch would be a small transparent coloured bead, or small round ball - and at the top of the tree, a transparent coloured star. At the base of the tree is a globe which works off two batteries which are installed in the base of the tree, and when you turn these - on goes the whole tree. Both the balls, on the end of the branches and the Christmas Star on top light up with this one bulb at the base of the tree. A friend of mine has one similar to this, and with her permission, I will send it to you as a sample of the idea I have in mind. I am also enclosing a sketch.

It may seem early to write to you about this, but while Mr. Chen is producing this year's orders, he must also have these samples ready for me to see in September, so we can finalise them while I am there, and bring them back to Australia with me.

In future, Gollin & Co. will want 90% of the Christmas

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23rd May, 1967.

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Raymond & Co.

In the
Supreme Court of
New South Wales
Exhibit CCC

range in Australia by January, and each March my job will be simply to finalise what was commenced the previous September.

Letter Davey to
Raymond & Co.

We want these trees produced in two different sizes... one small enough so that every Restaurant will want one on their table...and one about 18 inches to 2 feet in height. (cont.)

GARTER GRIPS.

I have not had very much luck with these, as even with your low price, our Duty puts them so close to the ones being produced in Australia, and very little interest is being shown in them. I have yet to hear from the one Firm that I mentioned to you had indicated that they could be interested. Frankly, Margie, I feel that my time is going to be so well occupied looking after Gollin & Co.'s interests, that I am more inclined to send you the addresses of all the major Corset Manufacturers that I know of in Australia, and see if you can, by dealing directly with them, perhaps get orders that I cannot. Would you be interested? Did you get my letter with the Manufacturers's request from the Philippines regarding Garter Grips?

Please, at all times, keep your eyes open for all toys and games that could be of a new and interesting design to us, as this is definitely going to be my major interest...along with Reptile Skins...and even these we may have to move slowly on until Mr. Chen's colour production of the pastels is more consistent and reliable.

All the details of my association with Gollin's that you do not already know, I will give you on my arrival in September, but it is sufficient to say that I am certain it is a business association that will be most satisfactory for me, as it gives me more free time in Australia to be with my children, than if I was distributing myself, and, because of the size of the distribution, it should be good business for you, too.

SEAWARD MILLS.

When the samples of these jumpers are ready, I wonder whether you could ask them for two samples of two-piece knitted ladies' suits...and two samples of three-piece ladies' suits, the smartest ones available, perhaps with a stripe or something that you know I would like. Whilst I do not want to handle these myself, there is a firm in Sydney which is interested in using me as a Agent to bring these to Australia with the Turtle Neck Dress, which I already have, if the price is right. They have requested four samples of the suits, and a price list, F.O.B. and C.I.F., and subject to price, feel they could fill the minimum quantity of 500 pieces...or is it a dozen, I just forget?

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23rd May, 1967

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Raymond & Co.

In the
Supreme Court of
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Exhibit CCC

Letter Davey to
Raymond & Co.
(cont.)

I would like to have these samples at your earliest convenience, but obviously the most important thing is Christmas Lights and Decorations, Puzzles and the Sequinned Hens. Could you please let me have your reply to this letter by return mail? And do not forget to air mail the first samples through to me.

You still have not sent me a box of the new small round Christmas Decorations which I was asked for many times...No. 042C., nor have you indicated that the original contract for the Christmas decorations has been sold, and the new order has been accepted by Mr. Chen.

Please, when you reply to this letter, do go through each request I have made and let me have your answers.

I am bringing the Party Pack samples with me in September, when we can discuss them and arrange for Yih Yuan to produce them, and send the samples to me by air mail.

You did not send me any of your cards for people wishing to contact you in Taiwan. These could be of use to you.

Did Mr. Spencer of Alfred Keyser call on you. I didn't have your card to give him but gave him your address.

OPALS.

I have not overlooked these, but I am having a problem getting the right quality at the moment. Rest assured, I shall air-freight them to you as soon as they are obtainable.

Frankly, the Christmas lights, Decorations plus the children's toys, which we are bringing in from Japan as well, are keeping me very occupied, and as I said, it may now be that this becomes my biggest line of business and possibly my only, if it takes as much time as it seems to at the moment.

Please check through my letters of 14th April...There are many unanswered questions in this...8th May, 16th May... Regarding the sealing wax holding the wires in the plastic screw-in socket of the Christmas lights...regarding the matter of air-freighting the decorations as requested in my letter of May 8th. If you have not already done so, please do not air-freight so many as it is so very expensive. We would like one box of 041A, 042A, 041C, 042C. One box of each of the Christmas lights so that we can see the box, and please pack them safely, but in as small a space as possible, as air-freight is so expensive. Also, you do not answer me as to whether the boxes are red with white writing over green holly, or whether this was impossible...and the boxes are therefore white with green holly, red berries and red writing.

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Raymond & Co.

23rd May, 1967 269

Please let me have this information by return, as if I cannot tell Gollin & Co. that my letters from me are answered by you, then I do not present myself as a very efficient person in their eyes.

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Davey to
Raymond & Co.*

I know it is difficult with Jack away, but I also know that your exports to Australia could become bigger than most other Agents' in Taiwan.

Therefore, please help me Margie, dear, by giving all these matters your immediate attention.

With best regards,

ROBIN DAVEY.

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RAYMOND & COMPANY, LTD.*Exporters, Importers & Manufacturers,
Representatives*CABLE: "RAYMOND" TAIPEI
CODE USED: ACME4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINAMAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESSTEL. 44798
59453
NEW ADDRESS:
5 TH, FLOOR, NO. 7, NANKING W. RD.;
TAIPEI, TAIWAN, CHINA
Your Ref.

Our Ref. RL-5886/67

Taipei, May 23rd., 1967

Mrs. R.D. Davey
Jalsard Trading Co.
9th. Floor
66 King Street, Sydney, N.S.W.*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond &
Co. to Davey*

Dear Robin:

It was certainly a delighted news to hear finally that Christmas Decorations orders are finalized, naturally subject to the approval of Gollin's on the counter samples. You certainly should get a great credit for this, and we deeply appreciate your laborious efforts without it we can never achieve .

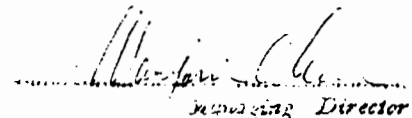
I have personally notified Yih Yuan to make counter samples for 3 sets of lights in correct boxes and 1 set of the 4 different Christmas Decorations in right boxes also. We will air-freight to you without delay so that you can show them to Messrs. Gollin & Co. for their final inspection and approval.

We are however most grateful if you can manage to inform us in details of the breakdowns of 150 gross sets of lights totaling approximately \$10,000, so that we can arrange with Yih Yuan for the production schedule to be able to effect the shipment and to be in time to be in your territory by Mid August.

Jack wrote letters back from Africa telling me to be sure to say hello to you whenever I write to you. He is in excellent health and working very hard. Some good and great businesses have been accomplished and we are expecting more. Meanwhile we are looking forward to the receipt of your firm order which is due in here next week as you said.

Kindest regards,

RAYMOND & COMPANY, LTD.



Managing Director

MW/mhl

P.S. By the way, our office moved to a better location. Our new office address is as follows:

Raymond & Co., Ltd.
5th. Floor
#7, Nanking West Road, Taipei, Taiwan

It is located just a few houses from Rosemary Restaurant, and slightly opposite of that Bowling Center. However our P.O. Box, telephone numbers and cable address remain the same.

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RAYMOND & COMPANY, LTD.

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA

TEL. 4 4 7 9 8
5 9 4 5 3

*Exporters, Importers & Manufacturers,
Representatives*

**MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN**

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref. JTC:942:67

Our Ref. RL-5880/67

Taipei, May 22nd, 1967

Messrs. Jalsard Trading Co.
Atten: Mrs. Robin Davey
9th Floor, 66 King Street
Sydney, N. S. W.
Australia

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond &
Co. to Plaintiff*

Dear Robin,

I am glad on receipt of your letter dated May 10th and would like to reply you as follows:

We appreciate very much to receive your Letter of Credit of ordering both X'mas Decorations and Lights. The empty boxes are already ready and will forward you by airfreight tomorrow, May 23rd. We also send you Puzzles at the same time with the empty boxes. Lastly, we are sure to ship your orders by the deadline, June 15th, 1967.

Thanking to hear from you so often, I remain,

With best regards
Sincerely Yours

RAYMOND & COMPANY, LTD.

for M. J. J. J. J. J.
Managing Director

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JTC:T605.

1st June, 1967

Raymond & Co.,
Box 3254, F.O.,
TAIPEI. TAIWAN.

Dear Margie,

Many thanks for your letter of May 22nd, and May 23rd. I am glad to hear all is going well.

I have yet to receive the puzzles and the boxes. Do I presume they will arrive any day now? As for the 150 gross sets of lights, I think your estimate of \$10,000 is incorrect. At \$8.50 a dozen, I think you will find 150 gross is equal to 1800 dozen...it is far more than 10,000 Australian dollars (thank goodness!). You may be confused with the fact that we also require approximately 80 gross of decorations as well as 150 gross of lights.

The breakdown, I think I have told you, but it will be like this:-

Half the order for lights

Half the order for decorations...

will be placed immediately on receipt of the first 200 dozen, and approval of your export cartons. The other half would be placed by the end of July. Please, also, be prepared for a further possible order of 50 gross of lights, as the order we are now quoting to you is the minimum order. We think it is very likely that at least another 50 gross of lights will be required, but this I can let you know as soon as Gollin & Co. have done their Australian survey, which will be completed at the end of June.

Was also so glad Jack is doing well. I have given your name to an Australian firm called Denton's, who are interested in importing cheap gimmicks, that is ideas and things which they sell as give-away gifts. I do not know anything about them, only that they contacted my Company, and I do not have time to deal with them.

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1st June, 1967

Raymond & Co.

Regarding GARTER GRIPS:-

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*In the
Supreme Court of
New South Wales.*

Exhibit CCC

*Letter Davey to
Raymond & Co.*

(cont.) -

I am enclosing the names of our leading Corset manufacturers. Again, Margie, it looks as if my association with Gollin & Co. is going to occupy the best part of my time, and I suggest you might care to write to these manufacturers direct, quoting your best price, which may be more acceptable. I am only too happy to hand this business to you, and happy that it can be worthwhile for you. Herewith are the names of the people I suggest you contact:-

JENYNS PATENT CORSET PTY. LTD., 194-208 Melbourne St., South Brisbane, Queensland.

Berlei LIMITED, 39 Regent Street, Sydney. N.S.W.

CORLASTO PTY. LTD., 114 Rothschild Ave., Rosebery. N.S.W.

THE HESTIA COMPANY LTD., 38 George St., BURWOOD, N.S.W.

GOSSARD & COMPANY (AUST.) PTY. LTD., 67 Franklin St., Melbourne, Victoria

FORMFIT PTY. LTD., Chr. Oxford & Marion Streets, Guildford, N.S.W.

VENUS MAIDEN SHAPES PTY. LTD., 262-268 Drummond Street, CARLTON. VICTORIA.

DOWD ASSOCIATES PTY. LTD., Hickory Rise, Highbury Rd., Burwood, VICTORIA.

Regarding the Company, JENYNS PATENT CORSET PTY. LTD., I have already sent them 2 gross sample boxes, but I suggest you should also contact them as they have not written me back, and your price may interest them more - as by the time I add Duty etc., my price doesn't sound as attractive as yours.

If they elect to buy direct from you, this is fine as far as I am concerned, because they then have to work out their own duty, and, again, you have given me so much of your time, and been so kind to me, that if this turns into good business for Raymond & Co., if you cover Jelsard Pty. Ltd., for anything you think worthwhile, I am more than satisfied, but I suggest you do not make it any higher than 2 or 3%, or you may miss the orders from some of these Companies.

There is little more to say at the moment, except... ~~Right for 1968~~ ~~Does W.D. Davey like my idea for the Christmas Tree..~~ and can they please have a sample ready for me in September?

Also, I want to see new ideas for battery-operated

......./3

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1st June, 1967

Raymond & Co.

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batteries for them to work with off these samples, as I do want them ready when I arrive in Taiwan. Instead of working the whole time, I am there to produce them in a rush.

Looking forward to hearing from you,

With best regards,

As ever,

In the
Supreme Court of
New South Wales
Exhibit CCC
Letter Davey to
Raymond & Co.
(cont.)

ROBIN DAVEY.
Managing Director,
Jalsard Trading Co.

P.S. Margie - I have been offered
a parcel of small opals at a very reasonable
price of US\$ 1150 for 868 stones. ~~at a price~~
Can you ~~not~~ add your commission and
see if our jeweller would be interested in
buying them when I return in September.
I must know by return mail as they will
only give me 2 weeks to make up my
mind if I want them or not - Details
are as follows.

- | | | | |
|-----|--------|--------------------------|--------|
| 326 | Stones | 6 mm. X 4 mm. | Ovals |
| 372 | " | 3 mm. 4 4 mm. | Rounds |
| 171 | " | 4 1/2 mm + 5 1/2 mm. | Rounds |
- Hope this stones may please Mr. Dickson
yours Robin

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ref. JTC

943:67

June 6th 1967

Raymond and Co
 Taipei
Taiwan.

In the
 Supreme Court of
 New South Wales
 Exhibit CCC
 Letter Davey to
 Raymond & Co.

Dear Argie,

As I am the typist and not a very good one this letter will be brief and to the point. I am typing at night as it is most urgent that this letter reaches you.

~~Firstly~~ Firstly Reference JTC:605 23RD May 1967.

I think you have misunderstood. We want all packing in ONE GROSS boxes. I said I wanted 8 ONE GROSS boxes NOT 8 gross box. Sorry you misunderstood. That is why I added that some odd lots would be left over and that they could be packed in one box. Anyhow from your letter I gather it is too late as they are packed so do not worry. In future please pack all orders in ONE ONE GROSS lots if Mr Chen says this will be alright.

Secondly I am sure Gollin and Co will not mind the cartons being of wood instead of cardboard. In fact I think they will be pleased so long as they are well packed and do not take more space than they should as we do not want to raise the freight costs.

Thirdly Reference JTC:605 of 23RD May. You will see that I have asked for 042C and ~~041A~~ 041B in boxes of ONE DOZEN NOT 1/2 DOZEN.

041A and 042A we require in 1/2 DOZEN boxes.

All boxes of these decorations and lights must have cardboard dividers in them. I have roughly cut some paper into dividers to give you an idea of what we mean. I am sure some of the boxes of lights I saw at Ah Guan had dividers in so you will know what I mean.

Fourthly we suggest you standardise all boxes for these DECORATIONS.

041A and 042A each in 1/2 dozen lots with dividers between each decoration can have the same sized box.

041C and 042C can also be in the same sized box as they are in lots of one dozen. So you can use the same standard size for the FOUR decorations.

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ref. JTC 943:67

2

The only difference need be that O41C and O42C need a shallower box than the large decorations BUT the size of the base of the box of all FOUR different decorations will be the same. This will make packing in export cartons easier for it is certain that the orders for decorations will be in mixed lots. Each box must have each d decoration divided from each other by cardboard dividers. Do you follow what I am saying. If not please let me know. Please look on the bottom of each box as I have also written instructions on these. I am air freighting three boxes to you to show you what I mean.

As I cabled you all Mas decorations are to have sprigs of holly on the TWO sides identical to the holly on the sides of the boxes of lights. We are very pleased

with the way the ~~holly~~ holly has been drawn. It is most artistic. In fact it is so nice that we want you to put some holly on the top of the boxes to match the holly on the sides. I have drawn the two places we want this done please.

This is required on both decoration boxes and Mas light boxes.

Can you please arrange to have this holly printed on the boxes you have already had made. It should not be difficult. We will use the different sizes that you have already had made EXCEPT we MUST have O42C and O42C in lots of one dozen. The small boxes are quite useless i.e. containing 1/2 dozen of the small decorations.

You can check in my letter of May 8th that this is how they were ordered. Also in the letter of April 14th.

How many boxes have been made and printed as we want to make a change on the next 1 you print.

The change is on the two ends of the Mas lights this is how we want the wording written

~~XXXXXXXXXX~~
GOLDEN CHRISTMAS LIGHTS
CONTAINING
5 DECORATED TWINKLE LIGHTS
5 DECORATION PIECES AND GLEAM
WITH WIRE ATTACHMENTS AND GLEAM
MADE IN FAIRMAN BY JALDARD

Ref JTC 943:67

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Also we do not require the following marks at the beginning and end of the printing. This is my secretary's fault as she wrote the printing commencing with " and ending with " but in the next run of boxes please omit all such marks " on all writing.

LASTLY You will notice I have repacked the Amas lights. We think they look better this way as you can see the whole decoration piece. Can you please pack all future lights this way. You need only have the holes for the wire on one side of the divider as you can see I have the two wires coming through the holes on the one side only. We require that these boxes also have further cardboard dividers between each

decoration piece just the same as Mr Chen's box of decoration pieces had that I saw in his factory number .

Also in the boxes you have sent me there are no spare bulbs. I understood that each box was to have one spare bulb in it. Please check and let me know if the order that is coming has got the spare bulb in it.

You have not told me whether you are producing the small boxes of spare bulbs that I requested in JTC 934:67 14TH April page 3.. Please let me have a price as we will now need to order a number of these with our 150 Gross order.

Incidentally I feel the order could go much higher than this from present indications. Do you follow and it is for it is important that this year's orders are correct as I am sure this is the start of a permanent relationship with Mr Chen for something new each Amas. Next year could well be double this year as it is new business for Colin's as well as for me.

Re garter grips I have not overlooked this dear, so dear but I cannot compete with our local market as duty is high. As I suggested to you it might be better if you make a direct approach so as to offer your best price. Forget my company. I would like to see you have success yourself.

Re Fablon Same problem. Unless we can get a new duty classification which we are still trying for we cannot improve on the price already in Australia at all.

We shall just have to wait and see.

Re Kraft cardboard Still trying to get it at the right price. Are you still interested

Re puzzles These have arrived. We are most interested and subject to investigation

Ref JTC 943:67

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I think that we can do business in these. I shall be sending you ~~two~~ through certain pictures I shall want. Subject to approving these samples when they are complete there will be definite orders, so please tell the puzzle maker that he will not be waste his time. If Collins and co decide to ~~go~~ go ahead whatever I send you to sample for me will carry a definite order subject to approving the counter sample. There will be variations such as we will require a simple frame around the puzzle of some type of plastic but I will go into details later when I am sure that we are proceeding with the order. In the meantime please let me know if you understand what is required with the boxes and if there is any problem of making them as we want them for our next order. As I said we will use the ones that are already made with the exception of the smallest box. But we want to know how many boxes are printed and do you know exactly what we want for the next lot of boxes.

Best regards to all and to Mr Chen and his family

As Ever

Robin Davey
Managing Director

RAYMOND & COMPANY, LTD.

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA

TEL. 4 4 7 9 8
5 9 4 5 3

*Exporters, Importers & Manufacturers,
Representatives*

**MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN**

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref. RL-6009/67

Taipei. June 13, 1967

Mrs. R.D. Davey
Jalsard Trading Co.
9th. Floor
66 King Street
Sydney, N.S.W.
Australia

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond &
Co. to Davey*

Dear Robin:

Glad to receive your letters #JTC605 & 943 dated June 1 and June 6 respectively.

Re: Your Letter #JTC943:67:

Firstly: Now we are quite clear on what you were trying to say. We can pack them in one gross boxes instead of 8 gross boxes from next order as per your instruction.

Thirdly: I am very sorry to say that we are unable to comply with your request for 042C and 041C in boxes of one dozen, since the boxes were already made for ½ dozen packing as per your previous instruction in your letter #JTC934 dated April 14th. (Page 4) prior to receipt of your letter for modification dated May 23rd., ref. JTC605. It is kindly requested that you will accept this packing for the requirement for this year under this circumstance. However 041A and 042A are also packed in ½ doz. boxes. Please also note that additional dividers inside the box can be provided from next order as per your instruction.

Secondly: I am sure you and Messrs. Gollin & Co. will approve our packing in wooden cases instead of cardboard boxes. The former packing was actually cost us more but we feel it was necessary in order to show you and Messrs. Gollin & Co. that we did not neglect careful packing for any shipment.

Fourthly: We will standardize all boxes for Xmas decorations as per your suggestion and naturally dividers will be also provided. Shallower boxes for 041C and 042C are not workable since all boxes have been made and extra holly printing on the top of the boxes is also unable to comply with your request, regret to say. I hope you will understand and comply with our sincere request for this year.

Lastly: We are very happy to repack all lights in center and cords on side for better looking for next orders as per your suggestion. Of course dividers will also be furnished

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RAYMOND & COMPANY, LTD.

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA

TEL. 44798
59453

*Exporters, Importers & Manufacturers,
Representatives*

**MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN**

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei......

Page: 2

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond
Co. to Dewey
(cont.)*

001 and 002 Battery Operated Lights: We were informed by M/S Yih Yuan that the price for the captioned goods has to be increased US\$2.00 per dozen, in another word, it has to be US\$10.50 in stead of \$8,50/dz. We are further advised that if this price is not acceptable, please consider this deal cancelled as he is practically loosing money on it. Please be also advised that spare bulbs will not be included due to the fact that there is no profit for the light and that kind of blinker bulb is very costly and Yih Yuan could not afford to give spre bulb for this.

Garter Grips: Reference is made to your letter JTC605 dated June 1st for possible sources of buyers for the captioned goods. We really appreciate your assistance and we will immediately give our best offer to them and naturally we will keep you posted on the progress.

Puzzles: We are very happy to learn that you have finally received the samples and we are most anxious to know your reaction as well as that of Messrs. Gollin & Co.

Kindest regards,

RAYMOND & COMPANY, LTD.

Man-jai Chen
.....
Managing Director

MW/mhl

P.S. For your further reference on our suggested price for 001 and 002 battery-operated Lights, we are happy to enclose the work sheet from Messrs. Hor Kuang which I am pretty sure you can recal their offer.

Hong Kong Electrical Manufacturing Co., Ltd.

OFFICE - TAIWAN
FACTORY - CHUNAN

Wire 10 x 3 = 9

Plastic bush = 10

Flat shank 5 per = 2

Ball = 18

Box = 10

NTS 35

Material = 4

428 3 10

JTC:702.

22nd June, 1967.

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Davey to
Raymond & Co.*

Raymond & Co.,
Box 3254,
TAIPEI. TAIWAN.

Dear Margie,

Your letter arrived this morning, telling me that Yih Yuan had put their price up to U.S. \$10.50 per dozen for 001 and 002 -- that is the Christmas Lights. I can only say I was absolutely horrified.

You understand what it is to lose face, and I am now in a position, where if I go to Gollin & Co., and tell them what Yih Yuan have done, not only will I lose face, but I think that they could adopt the attitude of cancelling all future business with Taiwan. They have costed the lights, offered them to the retailers with their profit margin, and most of the 150 gross order which we are about to place with you, has already been sold. As I told you, I anticipated a further 50 gross order at least.

Mr. Chen has placed me in a position which is absolutely impossible, as I have always run my business on honest lines, and when I give a price, I cannot go back on it. He contracted to supply me with lights at U.S. \$ 8.50 per dozen. We explained ours, working the price out. I proved to you and to him, that flashing bulbs could be produced and bought at a price that was comparable with Hong Kong, and which made the price of \$8.50 per dozen, quite possible. He should have known then whether he could produce these lights at \$8.50, and not announce to me now, after the lights have been costed and sold in Australia, that he wished to increase his price - not by 50 or 60 cents a dozen - but by 2 dollars a dozen - which is an increase of 25%.

To increase these lights by 25% is not logical, for in your letter, you say he was almost working at a loss of \$8.50.

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22nd June, 1967. 291

Raymond & Co.

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Dawey to
Raymond & Co.

I am therefore left to believe that he wishes to make 25% clear profit. Nobody in business makes 25% clear profit -- not you, not me! I was making 50 cents per dozen. (cont.)

In order to keep faith with Gollin & Co., and in the hope that I can persuade them that Taiwan is a reputable country and a reliable one, so that we can continue through the years to do business with you, I am willing to forego my commission of 50 cents per dozen, for this year. This means I will work for nothing, and it means that I can offer Yih Yuan \$9.00 (U.S.) per dozen. I am also endeavouring to persuade Gollin & Co., to accept the boxes that you have already made in half-dozen lots for 041C and 042C. I will endeavour to persuade Gollin & Co., to accept the boxes without any further holly on them, until the ones already produced have been used up. I am endeavouring to persuade them, so as to use up these boxes, to accept the writing as it now is, subject to your promise to change the next production of boxes, to the ones that I specified in my last letter. You have obviously not received this letter when you have written to me, as if you had read my letter correctly running from page 3 to page 4, you would see that I never did order half-dozen boxes, but as I explained to you, I accept a certain responsibility for the wording in my letter, for turn from page 3 to page 4, you will see that you didn't understand that 2 lots were to be 1/2 doz., and 2 lots 1 dozen.

I asked you to re-read this letter, and you will understand that it is your mistake, as well as unfortunate wording on my part.

Largie, I beg of you to go to Mr. Chen to tell him that, though I may be a European, to lose face is as important to me as it is to you, and the only way I can save face and keep faith with Gollin & Co., is for Mr. Chen to accept 9 dollars per dozen, and please inform him, in order to pay this, I will be foregoing the profit on the lights for my Company. All of this I am willing to do, because I believe that there is such potential for big business between Gollin & Co., Raymond & Co and Taiwan for the coming year, that it is worth working for nothing for this year, in order to make good business next year.

Until your letter arrived, we were already discussing orders of up to 500 gross boxes of lights for 1968. If I go to Gollin & Co. now, and tell them what you have written to me, I do not know what they will think, but I imagine they will lose faith both in me, and in the people I am dealing with in Taiwan, because they will think neither of us keep our word.

I have not told them yet of your letter, but if you

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22nd June, 1967.

Raymond & Co.In the
Supreme Court of
New South WalesExhibit CCC
(cont.)Letter Dawey to
Raymond & Co.
(cont.)

will accept my proposals, which meet you more than half-way.... that is:- we accept your boxes that you have produced, we will accept Christmas Lights without an extra bulb, and I will pay Mr. Chen out of my own profit (9 dollars, U.S. per dozen)...then I will endeavour to persuade Gollin & Co. to take all of the boxes that you have made, as you have made them, and pay 9 dollars per dozen for the lights.

I will also explain to them that they must be prepared to negotiate with Yih Yuan at a different price for Christmas 1968, but if Mr. Chen will not be realistic and help me now, then I am very afraid that Gollin & Co. could adopt the attitude of dealing with Japan or Hong Kong, as they will not believe anything I say about Taiwan in future.

I repeat again, do not look at this as just one year. I have never made you any false promises, and when I was with you in March, I told you that I thought that the lights could run to 30,000 sets, but would make you no promises, and what I said has now been proved correct. Now I tell you, that if we can keep faith with each other, and with Gollin & Co., this order will be doubled and very possibly trebled next year, and the year after, and not only will you have this order, but I have already sent you the Christmas Tree, which we want produced. This, too, would come to 200 gross trees.

We are also negotiating with SCREEN GEMS, and it looks almost definite that there will be big Puzzle orders. We have the Australian rights to the Screen Gem Characters. My Company is the only Company that can sell them, but if I cannot keep faith with Gollin & Co. on this order, then I think that they would also insist on having these puzzles produced in Japan, not in Taiwan, and all future business could well be lost.

Please, Margie, not for friendship sake, but for pure business sake, **make** Mr. Chen honour his price to me, and I promise you I will re-negotiate a price for 1968. I will design boxes with you in September, and the whole of next year's order will be very simple, and much easier for both you and myself.

You should by now have received a telex, asking you for a new set of Customs Invoices.

You have invoiced 041C and 042C at \$5.40 per doz. and these were the boxes containing 1 dozen pieces.

Your price must be \$2.70 per box, as the box contains only half-dozen pieces. I hope you have, as a result of the telex which we are sending today, a new set of Customs Invoices marking them as follows:-

40 doz. 041C at \$2.70 per dozen.

40 doz. 042C at \$2.70 per dozen.

Please do not make mistakes in the Customs Invoices because

22nd June, 1967.

Raymond & Co.In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Dawey to
Raymond & Co.

(cont.)

we will be charged Customs Duty at the rate of U.S \$5.40 per dozen, which, you will realize is quite incorrect.

Subject to Mr. Chen accepting my counter offer, and realizing that the lights for me will present no profit at all, please use the credit which you will have from the last L/C we put through for Christmas Decorations (as a result of you shipping them in half-dozen lots instead of one dozen lots), to send me an order as follows:-

40 doz. boxes of 041C (which I have told you I will accept in $\frac{1}{2}$ doz. boxes)
40 doz. 042C in $\frac{1}{2}$ doz. boxes

These will secure the letter of credit you have already cleared from the Bank. If you check our price lists, you will find I am correct, and that you owe me these Decorations. Please ship them as follows:-

4 x 1 gross boxes of 041C
1 box of 80 041C
4 x 1 gross boxes of 042C
1 gross of 80 042C.

This will then complete the order for which Mr. Chen has already been paid.

Some months ago, I sent you a cable which was reply-paid. You never used the voucher, as for some reason which I now forget, there was no necessity for you to cable your reply. I have learned from our Postal Office in Australia you can still use the voucher which was for 15 dollars, but they will not give me a refund for it in Australia. Please find the voucher, and I will be grateful if you would cable me immediately you have seen Mr. Chan, if he will accept my proposition - as I must let Gollin & Co. know. I certainly do not want to approach them yet, and tell them the contents of your letter this morning. I am so very upset, because in Australia, many people say it is difficult to order what you want in Taiwan and receive it. I have always said: "Not if you deal with Raymond & Co., you always get what you order!" I felt the same could be said about Yih Yuan. Now I find myself in a very awkward position indeed.

Please do your very best, Margie, telling Mr. Chen to think not only of this year, but of what he might spoil for next year, if he will not honour the price agreed upon the last time I was in Taiwan.

Before you ship these 80 dozen Decorations to me, let me have your reply, for I must persuade Gollin & Co. to accept these Decorations in half-dozen boxes. I am willing to do my best

22nd June, 1967.

In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Davey to
Raymond & Co.

(cont.)

Raymond & Co.

this end, and think I can succeed, providing you can succeed your end. Please will you also give me your answer if we are able to go on with this deal.

Can you produce the little cardboard container with five spare clips in it, as I have asked on two occasions, and how much they would be. Even for the order that has arrived this month, we will want spare clips, and as I have said to you that I will persuade Gollin's if I can to forego the spare clip that should be in the cost of lights, we may be able to buy from you, sets of 5 clips in a cardboard container - as I have suggested to you - so that people may replace the bulbs which will only need replacing from time to time. Again, I say, please cable your reply. The matter is so very urgent.

You have written nothing more to me about Mr. Chan, the Snake Skin man, and how he is going with his bleaching and dyeing. But this can wait now until my return in September. I am much more concerned with the problem of Yih Yuan.

The big business for my Company and yours, I feel, lies with Gollin & Co., whose distribution is so enormous - and, frankly, as I told you, my future with them would be very secure, and so would yours as an Exporter to Australia - for there is no distributor any larger than Gollin & Co., nor is there a more honourable firm to deal with.

I shall most anxiously await your reply.

With best regards to yourself and Jack, and the family,

Sincerely,

ROBIN DAVEY,
Managing Director,
Jalsard Trading Co.

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In the
Supreme Court of
New South Wales

Exhibit CCC

Letter Davey to
Mrs. J. Wu

6th June, 1967

JTC:T504/67/1

Mrs. J. Wu,
Raymond & Co.,
Box 3254 T.O. Taipei
TAIWAN

Dear Margie,

I am very glad you have persuaded Yin Yuan to accept Gollin & Company's counter offer of US\$9.49. Believe me, when I had to go and inform them of your cable offering the lights at US\$9.80 (which was the first time I had told them there was any problem, I very nearly lost all business with them and I think you had better make it very clear to Yin Yuan that in future, the price that is settled when the deal is made, is the price that we must adhere to for I doubt that Gollin & Co., who are one of the largest companies in Australia and who are used to import/export business will tolerate any further alterations in prices. So please, let there be no trouble with the decorations.

I trust you understand that the 042C and 041C decorations are being priced at US\$2.70 per dozen boxes and not US\$5.40 per dozen boxes as each box now contains only a 1/2 dozen pieces instead of the original dozen pieces. The original price of US\$5.40 now becomes half i.e. US\$2.70 for 1/2 dz. pieces.

Will you therefore please ship to us at your earliest convenience, 40 dozen 042C and 40 dozen 041C as requested in my last letter. We will accept these in 1/2 dz boxes, but please let me know how many 1/2 dz. boxes there are left, because as soon as we use these up we would like to change to boxes of 1 dozen for 041C and 042C. Please note that at the moment, we anticipate continuing 041A and 042A in the 1/2 dz. box size.

SHIPPING: Please ship this order in eight(8) boxes each of one gross and two(2) boxes each of 30 pieces. Is this possible? Please note that Gollin & Co. are very satisfied with the way your Christmas lights were packed. They were cleared from Customs this morning but Gollin & Co. do want each box labelled with the number of boxes in it and the reference number and description, as we plan to deliver many of these boxes directly into store unopened. They therefore also request a packing slip in each export box.

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6th July, 1967

- 2 -

Raymond & Co.

When you have shipped this order, our Bank account should be clear with you as you have negotiated a L/C covering 40 dozen of O41C and O42C in 1 dozen boxes. Is this quite clear and finally, will you be paid in full after shipping this order. Please let me know if there is any discrepancy but I do not think there should be.

I am sending under separate cover, 2 more of our batteries as I want Mr. Chen to start work on any new ideas he may have, for 1968, based on the same parallel system but with different decorations, also, I hope the Christmas tree has arrived and that you can produce something similar but much prettier for me. All of these I would like to see in September so that I can finalise details with you then including boxing etc., and we should not then have any problems as we have had this year. I think next year we will have very big business with you.

I am contacting America regarding Battery operated lights and will put them directly in touch with you. I am quoting US\$1.50 per dozen to America and would like to know, if the deal comes off in the size I anticipate - and it well could - what commission you and Yih Yuan suggest paying Jalsard Trading Company.

You will have received my cable telling you I am placing a L/C for 150 gross on Monday. We would like this shipped in two(2) lots, if possible, as we would like delivery of 75 gross as soon as possible and the other 75 gross by the end of September. In other words, can you let us have 75 gross in August and 75 gross at the end of September delivered into Australia.

We will make the L/C payable in two parts. Please let me have your answer as soon as possible. As I say, it was only my faith in you that helped conclude this deal for Gollin & Co., thought that Yih Yuan or yourself were trying to break our contract and I told them this was not possible for my knowledge of you, and Jack, is such that I know you would never let me down, no more that I would let you down. Nevertheless, they have asked for a written contract from you to me, and from me to them. I will sign mine in Sydney and I am sending a contract that they suggest, with the L/C to the bank requesting that the bank gets you to sign it and then send it back to me. I know you will understand that I do not consider it essential as far as you and I are concerned, but business-wise, Gollin & Co. request it. May I suggest you also get Yih Yuan to sign a contract with you as I anticipate that if my idea for America is as successful between Australia and America, and I feel it will be, there is no knowing just how many of these sets will be sold.

I am enclosing a letter from Hickory regarding Garter Grips which may interest you and if you can provide them with enamel Garter Grips considerable business could come from them as they are a very big firm in Australia. As I told you, please forget any competition for Jalsard on Garter Grips. This is something that is not business but friendship.

You have not answered me as to whether a parcel of Opals I mentioned to you in my letter of 1st June, Ref: JFC:2605, is of interest to your Jeweller shop. Please let me know as they will not hold this parcel for me much longer. I can offer them at a good price and will bring them with me if it appears that Mr. Gui-sun can handle so many small stones. Naturally this is a business deal with your commission added to it and if he is interested I shall give you a price quote in my next letter depending on whether he wants the whole parcel or only part of it for the whole parcel would be much cheaper.

3...

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Raymond & Co.,

6th July, 1967

PUZZLES: These are under discussion and it seems certain that something will come of them, but I will be sending you later an improved type of puzzle which we would want, plus further details. I would also like some time with the Puzzle-maker during my visit in September.

It does seem as if I shall be concentrating on Children's toys and Christmas decorations and lights as I have tremendous faith in very good business with these ~~lights~~. Please look for me for all children's toys, battery operated ones, friction or remote control, similar to the ones which come from Japan - only I want you to produce them, not Japan.

Is there any news on Snakeskins as this is the other business which looks as if I shall be continuing with if Mr. Chen manages to produce what we need.

---Is Jack back yet? I do hope his trip was successful. Please start thinking of anything you wish me to bring from Australia in September and please check that all queries in this letter and in the last 2 letters to you, are answered in your reply to me. I am sure you have been very busy but I want to be sure everything is in order. Also, can you tell me about the little cardboard containers of 5 mother bulbs which I asked you to produce and how much they will be per dozen. These will definitely need to be ordered with our 150 gross of lights for replacements. Please answer this query urgently.

Best regards to all.

Sincerely

(Mrs) Robin Davey

P.S. I have sent the balloon samples to Denton Sales-by-mail telling them to contact you directly. If any good business follows with them Margie, then you can do what you feel is right for Jalsard. You might also send them the cracker ball samples and find out what else interests them. I do not know how large their organisation is or anything about them but it might be worth your while.

copy for your records

JALSARD TRADING CO.

299

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9TH FLOOR
66 KING STREET
SYDNEY, N.S.W.
AUSTRALIA

R. D. DAVEY
MANAGING DIRECTOR
JALSARD PTY. LTD.

TELEPHONE 29 4355
PRIVATE 36 5990
CABLES "STARKY"
SYDNEY

25 July 1967

Dear Margie,

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Plaintiff
to Jackson Wu*

Our Customs are very difficult. They insist all Customs invoices be printed the same as the photostat copy enclosed and will not therefore accept this one. They must always be in triplicate, as should Bills of Lading. Please air mail by return most urgently another set of Customs invoices showing your C.D.V. in N.T. Dollars and the price per dozen in the small column as marked. Your selling price column is correct.

Urgently required also - price and availability of extra mother bulbs. Also advice as to whether you can produce a Xmas Tree similar to the one I sent you. Please reply by return urgently. The $\frac{1}{2}$ dozen boxes of decorations are O.K. Do not worry about boxes of one dozen this year. How many more boxes to use for lights before we can change our box to the new idea with holly on the top and slightly different wording? Can you tell me how many of the 150 gross lights ordered can have new boxes and I will confirm design with you - Also some people have said they want to put 10 bulbs in their sets of lights. Mr. Chen is just knotting the wires together in the 5 decoration pieces without bulbs. Can he please solder them exactly the same as the 5 decoration pieces with bulbs? This means if anyone wants to buy another 5 bulbs, they can then fit them in their lights and have 10 flashing lights although their battery time is very much reduced. Several stores have particularly requested this. Could this please be done on all sets of lights from now on? Thanks very much.

Best Regards,

Robin Davey

Robin Davey
R. D. Davey
Managing Director - Jalsard Pty. Ltd.

Please reply by return urgently enclosing your new Customs invoices.

Mrs. Jackson Wu,
Raymond & Co.
Box 3254,
TAIPEI.....TAIWAN.

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RAYMOND & COMPANY, LTD.

8TH, FLOOR, NO. 7, NANKING W. RD.

TAIPEI, TAIWAN
REPUBLIC OF CHINATEL. 4 4 7 9 8
5 9 4 5 3*Exporters, Importers & Manufacturers,
Representatives***MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN**CABLE: "RAYMOND" TAIPEI
CODE USED: ACME*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS*Your Ref.* JTC:T110:67:WU.*Our Ref.* BL-6215/67*Taipei.* August 12, 1967Messrs. Jalsard Trading Co.
9th Floor, 60 King Street
Sydney, N.S.W.
Australia*In the
Supreme Court of
New South Wales**Exhibit CCC**Letter Raymond &
Co. to Plaintiff*

Attn: Mrs. Robin Davey

Dear Robin,

I am very happy to receive your letter of July 31 and well noted contents of your letter.

After careful study with your letter, I would like to reply item by item as follows:

- 1) I understand and will comply with your shipping advise hereafter.
- 2) I realize and will follow up accordingly.
- 3) Yes, I have received and assure you that our counter sample of same will be ready for your inspection in September.
- 4) Please refer to my previous letter 6183/67 in which I have already replied.
- 5) We have already produced all boxes needed for this year's order.
- 6) Thank you for your information and noted.
- 7) I have already replied this item in my previous letter 6183/67 please refer.
- 8) Yes, we have already sent it back to you.
- 9) I consulted with our maker in past several days and scarcely succeeded in persuading the price as 10 cents per muzzle for 5,000 per one design. by making the cardboard thinner and lighter. The maker can make 4-5 designs in case the buyer agrees to pay extra of US\$50.00 for each additional new design
- 10) I understand this point and will instruct Mr. Chen to pay caution strictly.
- 11) We did not receive your sample yet. Jackson will be back around 10 days later and I better pass over this to him for more study.
- 12) We have not yet received your sample of knife and will work on this item as soon as it reaches us.

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.....P. T. O.....

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RAYMOND & COMPANY, LTD.

8TH FLOOR, NO. 7, NANKING W. RD.
TAIPEI, TAIWAN
REPUBLIC OF CHINA
TEL. 44798
59453

*Exporters, Importers & Manufacturers,
Representatives*

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref. RI-6215/67

Taipei. August 12, 1967

Page 2.....

*In the
Supreme Court of
New South Wales*

Exhibit CCC

*Letter Raymond &
Co. to Plaintiff*

(cont.)

- 13) Please refer to my last letter to this matter and reply me soonest.
- 14) We explained to Mr. Chen and finally he agreed to make wooden case instead.
- 15) Mr. Applebloom has visited our office the other day but we are regretful that we could not do anything for him.
- 16) Mr. Chen confirmed us that he can make addition 50 gross order and he ready for shipment by mid October.
- 17) I am sure to prepare every item be ready for your inspection by the time when you will be here.

Others:

- a) We did not receive your 15 dollars voucher for a reply-paid cable, so that we have paid ourselves for the reply cable to you.
- b) Opals: Our jeweller is interested in simply the stones about 10 carats in size, good quality and colour.

Thanks very much.

Best Regards,

Margie M
Margie M

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RAYMOND & COMPANY, LTD.*Exporters, Importers & Manufacturers,
Representatives*CABLE: "RAYMOND" TAIPEI
CODE USED: ACME4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINATEL. 44798
EL. 59453**MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN***PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS*Your Ref.**Our Ref.* RL-6183/67*Taipei.* Aug. 2, 1967Mrs. R.D. Davey
Jalsard Trading Co.
9th. Floor
66 King Street
Sydney, N.S.W.
Australia*In the
Supreme Court of
New South Wales
Exhibit CCC
Letter Raymond &
Co. to Davey*

Dear Robin:

We acknowledge with many thanks receipt of your letter of July 25th., content of which has been duly noted with our closest attention.

We deeply appologize for the improper Custom Invoices. Enclosed please find the correct set of invoices in triplicate for your processing. We sincerely appologize for the inconvenience caused you.

As for the price and availability of extra mother bulbs, we are happy to inform you that they are available for immediate shipment at the price of US\$0.40 per box of 12 mother bulbs on FOB Taiwan Port Basis.

As for the new design of boxes for X'mas lights, we are informed that Yih Yuan can not practically change this year, however he assured us it can be definetely changed next year. We therefore sincerely request you to try the same design for this year requirements.

In reply to your request for soldering 5 decoration lamos, we are also informed that it can be done at extra charge of \$0.60 per dozen sets from next order due to the fact that manufacturing of current order of 150 gross is already half-way done and this lot is not profitable at all as you knew, and Yih Yuan would like to have this extra charge nearly for the extra labor works and he is willing to absorve soldering material and two brass plates contacts which are required to install the lights.

Reference is made to our letter RL-6156/67 regarding the shipping schedules for the 150 gross order. It is greatly appreciated if you will kindly comment on this matter at your earliest convenience.

Kindest regards,
RAYMOND & COMPANY, LTD.

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MW/mhl

cc: Custome Invoices in Triplicate

Managing Director

Ex. 8

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Jalsard Ph
12 44

J. J.
E. B. J. J. J.

In the
Supreme Court
New South Wales
Exhibit 8
Letter Davey
Raymond & C

8
Ack

JTC:925/67

January 25th, 1967

Mr. Jackson Wu,
Raymond & Co.,
Box 3254 P.O. TAIPEI
TAIWAN

Dear Jack,

Many thanks for your letter Ref: 5075/67 of January 12, plus a further letter which arrived in the office today. I can only presume you are cross with me for all my hurry, hurry, hurry, as I no longer seem to be Robin but have once more become "Madam". Please do not be cross with me as I do understand about the Chinese New Year and wish you a joyous season. It is just that it would give me great satisfaction to place an order that would be satisfactory to my Company and make all the time you have given me worthwhile. I shall try not to hurry, hurry, hurry so much in future.

It looks as if I will definitely return in March via Bangkok and Manila so please let me know what I should buy in the way of clothing for you Margie, and is there anything you want Jack.

Now to business.

Firstly, your samples arrived this afternoon and will be cleared tomorrow and I will then have them. Many thanks. Also, the Garter Grips - I anticipate having some answers to all letters sent regarding these within the next 3 or 4 weeks as our factories are now back at work. I hope they are the right answers.

Re Snakeskins: One of our Shoe Manufacturers contacted me last week and requested to see all available samples as apparently, Snakeskin is once more becoming a fashion material in Europe. They are most particularly interested in Pale colours and above all, in Silver. I am waiting with great anxiety any news from you regarding the various Tanneries that I asked the First National City Bank to contact to see whether they are able to dye skins for us and bleach out the dark marking in the snakeskin. I cannot stress how much this silver colour is important as it is great fashion news throughout the world and I have had 3 manufacturers tell me that if I can get Silver skins they will order.

2.....

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It might be worthwhile asking Mr. Chen if he could possibly communicate with some chemical firm regarding bleaching the skin and then perhaps he could spray half-a-dozen skins silver and send them to me and I will see if they are acceptable. I am sure there is some method of satisfactory spraying as I cannot think of any Silver dye. In the meantime I am trying to find a Silver dye here and if I do I will send it to you.

The first batch of Snakeskins were delivered to Grace Bros. today so I am most interested to see and hear their reaction. They arrived safely and thank you for your attention.

*In the
Supreme Court
New South Wales
Exhibit 8 (con-
tinued)
Letter Davey
Raymond & Co.*

Re Christmas Electric Lights: After much discussion we agree that these lights could become a very big seller in Australia. The people to whom they have been shown are very keen about them so again I repeat, if you can ask Yih Yuan if he can produce these lights either the same as the counter sample I have sent, or as I suggested, working off a battery, we believe we could sell a large number. For this reason I would ask you to please ask Yih Yuan that if other Australian buyers come to them, not to mention anything about the work I have asked them to do, as in fairness to me I feel I should be allowed the first chance of selling them and nobody else in Australia (except the Company which is associated with me) knows that these lights will have to be remade for the Australian market. Many buyers will come to Taiwan in the next 3 months and whether they will go to Yih Yuan I do not know but I promise you and Yih Yuan that good sales will be made if you let me have the first chance. It may interest you to know that on going through our Trade Journals this week, I discovered that the Import of all Christmas decorations from the East is quite low as we manufacture a great number here, in fact we import from sources under US\$100,000 per annum so it would be impossible for any buyer to take a minimum order for ~~exclusivity~~ exclusivity of 50,000 from one supplier as Yih Yuan suggested to me.

Re Evening Bags I look forward to having the samples of the Beaded Evening bags as soon as they can be completed as I would like to be able to place orders on my return.

Re: Sincere Knitwear Do you have any idea when the rest of my sample range from this firm will be completed as they are within the price range that could be acceptable here. Our duty rate is very high on Knitwear and this is making the "Lucky Baby" cardigans difficult to sell but Sincere Knitwear is in a much cheaper price range and could be very saleable.

Re: Yung Lung Industrial Company The same applies to their sample range which we hope will be ready for us soon, again if I can see the samples in Sydney before my return it might be possible to place an order while I am in Taipei.

3...

Re: Young Bros. Glass Jars I have not yet received Dr. Chang's letter, I presume he will let you have a copy of it, if not, please let me know and I will send you one as soon as I receive his answer. I presume it is understood that you will be acting as my Agents if this matter comes to a successful conclusion.

In the
Supreme Co
New South
Exhibit 8 (c)
Letter Dave
Raymond &

Re: Opals: After some investigation I find that the biggest market for Opal is the United States of America and Japan. I am wondering whether you might find an outlet through the Japanese section of your Company for Opal. If I were to send it to you in the rough and you were to have it polished in Taipei and re-exported to Japan. It will cost you approximately A\$300 - \$400 per ounce depending on quality. If you can find the outlet in Japan you might find there is a good profit in it for you as well. Please let me know if you are interested.

Re: Tinned Fruit and Vegetables: I am wondering whether there is any market in Taipei for you to import Tinned Fruit and Vegetables from Australia. We have some good friends who run a Cannery here and could provide you with quite a variety of both Tinned Fruit and Vegetables. If you are interested in importing these lines and there is a market for them please let me know and I will let you have details of prices and bring some sample tins with me on my return.

Re: Portable Radio Monograph - Califco: This machine has caused great interest and at one stage I thought we would be placing an order, unfortunately our Duty is 45% plus \$A6 per machine, Jack, is there any possibility of reducing the F.O.B. price by a \$1 to \$2 per unit, if so, it still could be possible. My profit margin would need to be small but even that would be acceptable if I can get a 1000 units ordered. Can you tell me. Is each unit thoroughly checked before it leaves the factory and what arrangements can I make for spare parts? Is it possible for you to send me a specified number of extra parts in case of breakdown or in case a unit arrives and is not mechanically sound.

Re: SnakeSkin Passport Bags as per estimate 9338/66

What I need is a SnakeSkin wallet with a slightly better finish inside and without all the purses and card sections etc., simply a double folder for dollars. It would need to be boxed and not in a polythene bag and would have to be very much cheaper as Red China unfortunately sends one to Australia made of Genuine leather which sells around \$A1.50.

Re: Shower Cap estimate RL9687/66 I am enclosing 2 samples of lace which is narrower than the lace used in the sample produced for me by Nan Ya. One of our Chain Store groups has said that if you can use a nylon lace similar to this, i.e. narrower and more delicate, instead of the lace on the sample I have and also if you can produce them as previously discussed 1" bigger all round and at F.O.B. Taiwan US\$2.73 per dozen instead of US\$2.82 they would take 2,000 dozen providing they could have approximately a breakdown of 167 dozen per colour. Can you let me have samples of the plastic and patterns they can choose from as the sample bags I have are not flowered patterns but mainly Shower Curtain plastics and therefore not suitable for Shower Caps.

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- 4 -

Re: Vinyl Shower Curtains: Again my great problem is that everyone wants to buy Terylene Shower Curtains and I am enclosing the exact Terylene that is required for a Shower Curtain. It is silicone coated, 50 denier Terylene and it should be 36" wide joined in the middle to make a shower curtain 72" x 72" the same style as the Vinyl Curtain. I am also trying to get a sample of another type of Terylene curtain which is much simpler in design and only 41" wide for lounge room curtains. They will be 30 denier and might be more easy for you to obtain for me as each curtain is, as I said, only 41" wide. They should be very cheap. The Chain Store concerned has sold out at the moment but as soon as they let me have a counter sample I will send one to you with all details. In spite of all this I think I could sell the PVC Shower Curtains if you can get your price down by approximately 30 cents per dozen F.O.B. This may sound silly to you but Duty in Australia is 50% plus 10 cents per sq. yd of P.V.C. that is, on each Shower Curtain the duty here would be approximately \$6.15 which is crazy in view of the cost of the curtains. Let me know if this interests you as the price may not be possible for you. Our Customs people certainly make it difficult to import any PVC items.

*In the
Supreme Court
New South Wales
Exhibit 8 (cor)
Letter Davey
Raymond & C*

Re: Snake Skin Belts: I have no price from you but if you can get me a belt similar to the one I brought home with me i.e. with the Snakeskin buckle, not a metal buckle, it would need to be a wider belt also, about 1½ times the width of the belt I have. Would this be obtainable at approximately 85-90 cents US F.O.B. If so, could I have a sample in black tan, the white and black and any other smart colours you can get for me. The same Chain Store is also interested in this item.

I have noticed an advertisement in our National paper for some new kind of portable Gramophone which you simply put your record into. I am sending you a cutting to show you and to see whether anything like this is produced between Japan and Taiwan as this could be quite interesting.

Do you understand what I mean about the plastic ball with the map of the world on it because I have had a price - this could be a good seller. Nobody else seems to have thought of it yet, it could be very good for Christmas, which means I would need to sample it around April at the latest in Australia.

Margie, do you remember the pattern samples that Nay Ya gave me the day we went to their factory which produce spring roller blinds. The box is red and brown with "N.P.C." written on the brown half and "Emboss Pattern Samples" written on the red half. In it there is a design No. 116 and a design No. 123 and design No. 506, these could possibly be used in shoe manufacture.

Getting back to these fashion colour silvers once again, if designs No's 123 and 506 are available in Silver I would very much like to have them as some of our cheaper manufacturers use this plastic for shoes and handbags manufacture.

5/..

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In another Nan Ya brand bag, on the cover of which is Nan Ya brand up to date PVC sheetings the first sample is colour No 00-001 thickness 0.03mm's. Can you give me a price per yd or per roll and how many yards in the roll. Also can you give me a price on a film that is thinner than 0.03.

re: Re: Dry Cleaning Bags: Do you have any news on the samples that I left with you.

*In the
Supreme Cour
New South Wc*
Exhibit 8 (con
*Letter Davey
Raymond & C*

I have at last come to my final request. I will be sending you next week a photograph of a Key Ring with a Fish, made from leather or vinyl that looks like leather, attached to it. A friend of mine who imports fish from South Africa wants to know if you could produce these for him as he wants them to give away as little gifts. He has seen them in Adelaide but would like to give me the business if we can get them for him at a good price. Unfortunately, he cannot get them for me and I sent you a key ring as he only has the one but as soon as he gives me the photo I will send it to you and would you let me have your opinion as to whether you could produce a counter sample as soon as possible after your celebrations, and how much it would be.

Please may I again take this opportunity of wishing you and all the office staff a happy celebration season and may this Chinese year be a healthy and prosperous one for you.

Yours sincerely.

Robin Davey.

17th February, 1967.

Raymond & Co. Ltd.,
Box 2354,
Taipei. Taiwan.

In the
Supreme Court of
New South Wales

Exhibit 9

Letter Davey to
Raymond & Co.

Dear Margie,

Thank you very much for your letter of February 6th. I hope Jack's business trip will be very successful. I am leaving Australia on March 9th by Phillipines Air Lines. Derek is booking me in at the Ambassadors Hotel but I would be grateful if you will check with them for the booking and that I have a decent front room.

I intend to spend 10 days with you and my main aim will be to settle the snake skin business. By this time you will have received all chemicals and formulas for dealing with the snake skins and I hope Mr. Chen will have samples ready for my approval. One thing I must tell you which is extremely urgent, Mr. Carr of Carr Clothing Co. leaves for Taipei this week. His agent is Pioneer Trading Co., Taipei, and these are the people who gave me an introduction to Pioneer which I did not use and then behind my back sent snake skin samples into Sydney. So far, all manufacturers prefer to deal with me as Mr. Carr does not appear to know what he is doing and I am able to answer their enquiries with a little more authority, but it is most important that no word of the formula or of the fact that we are trying to produce pastel coloured snake skins get to the ears of the Pioneer Trading Co. In other words, please pledge Mr. Chen to observe secrecy, also Chung Teh Co., as Mr. Carr is not a very nice man, and if he could beat us, he would. His sister calls herself my friend: I do not think this is friendship.

With this letter I am enclosing a number of samples. Please keep them for me as they are quite expensive and I will bring them back to Australia after you have seen them.

1. CIGARETTE CASE. I suggest we endeavour to produce this in snake skin. If we succeed in getting the pastel colours, I would like all these items produced in pastel colours as well as animal tan colours, as there is unquestionably a big market here for them and I feel most of Jaisard's business would well lie in snake skins and the profits thereto.
2. CASE FOR SPECTACLES. This could be a little larger than the sample I am sending you.
3. GIFT BOX which I would like produced in snake skin and inside lined. Have a look in any of the jewellers in Taipei and you will see what I mean.

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MAC...
M...
FOR...

900...
Jaisard...
CSC...
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AGU...
AGU...

17th February, 1967.

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The lid could be attached to the bottom of the box or it could be separate as per sample I am sending you. Inside the box is a pair of cuff links. I suggest that the same type of cuff links about this size and some in this shape and some round ones, set into a silver or gold frame made in snake skin could be most attractive. Women here have them in their long sleeve blouses and I have seen some in the brown and black colours for men. These were done in crocodile and looked most effective.

I am sending a plastic belt. This is the width belt that our men and teenagers like to wear, also one approximately $\frac{1}{4}$ " narrower. Could you get samples done in black and brown snake skin of each and perhaps and white skin as well.

In the
Supreme Court
New South Wales
Exhibit 9 (cc)
Letter Dave:
Raymond &

I am sending a glass ash tray. If some kind of holder made in snake skin could be produced to set this ash tray in, it would make an attractive Xmas gift.

I am sending a pair of bows which we clip on to our shoes. In a variety of coloured snake skins with a clip of the same type as the one I am sending, this would be very saleable.

I am sending two purses as a suggestion for snake skin purses. They need not be identical but similar. Also mens wallet which I believe would be saleable produced in snake skin, tan or black.

If you could please find, either from the names I have sent you in my last letter (reference JTC930) of February 13th, or from anyone else whom you choose, a handicraft manufacturer interested in producing these items and have some samples ready for me, if possible, on my arrival, I think we will be getting somewhere. The producer must be willing to have samples ready for me because I cannot sell in Australia without them. This is something I am afraid Margie has to be done: people will not buy unless they can see samples.

I forgot there is also a sample of a ladies tie belt. Again if we succeed in producing pastel snake skin, these would be very saleable. Even in the white and black skin and the colours you already have in production, I could sell them. Do not wait to get the pastel skins to produce samples for me. If you find a manufacturer willing to go ahead, get some samples ready in any colours you choose and we can work from that when I arrive.

I have organised myself a little better this time and my interest will lie in toys, games, jig saw puzzles, national dolls as one line. The second line would be jewellery including "pop art" plastic earrings. The third line will be plastic shower caps, posy holders and novelty shower caps or boudior caps as we call them. The fourth line will be Tachia products such as shopping bags, handbags. The shoes which I saw on my last day in Taipei last year were similar to Tachia and it has occurred to me that as a novelty women might be interested in Tachia skirts.

Have you received the sample of the sleeping cap and the bathing cap I sent? These I am interested in. Also with this letter I am sending the tissue holders of which I think I have already spoken.

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17th February, 1967.

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These should be simple to produce and again could you please have something done prior to my arrival.

I am also sending the plastic glass and a wine glass. There is a big market in Australia for plastic glasses which people use for outdoor picnics and around swimming pools, but they want clear plain plastic not cut glass plastic like I am sending. I am only sending these two samples for shape. These could be produced either in plastic or fibre glass as is done in America and would be most interested to find a manufacturer. If you could take an interest in all these industries I have sent you and line up people for me to see, we can save a great deal of time and not run around in circles like I made you to last time.

*In the
Supreme Court
New South Wa
Exhibit 9 (con
Letter Davey
Raymond & C*

Getting back to your letter:

GARTER CLIPS. Believe me I am endeavouring to sell these but it is far more difficult than I anticipated as we produce the wire framed one which I checked but the price was not quoted. I am only marking up your price about 10%; unfortunately duty is 57 $\frac{1}{2}$ % which makes it more difficult than we anticipated, but I will keep pushing and still have to hear from several manufacturers.

XMAS ELECTRIC LIGHTS. I have spoken to one of my associates who has told me that if we can have Wch Tuan Xmas Lights as per sample YH001 and YH002 produced as per details in this letter, I can go ahead and order about 1000 boxes as a starting order whilst I am in Taipei. This is how we want them produced:

1. They are to work off a maximum 10 volt battery ; each set contains 10 lights.
2. Each globe would need to be a maximum of about 1 volt.
3. They would need to be produced in parallels, not in series.
4. There would need to be a plastic container to hold the battery
5. We suggest a battery which has clips on the top to which the lead from the light can be attached and because of the cost of the battery these lights would have to be sold to be at a maximum price of \$9.00 approximate without the battery which we will supply in Sydney.
6. The blinker system could not be used as I understand it takes too much power from the battery. Ordinary lighting without the blinker system will be satisfactory.

Could you see if anything could be done about this before I arrive.

Please understand I am still interested in you getting the electric lights I sent as per sample, but this would be for another retailer. Thank you for offering me the priority of these lights.

17th February, 1967.

220

EVENING BAGS. I have just received a notice from Qantas that these have arrived in Sydney so will let you have details of the response later.

YOUNG BROS. GLASS JARS. I have still only had one letter which was very confusing. I have written again and have sent a copy of this second letter to you. Edgell Gerber will not wait one week more for some sort of proper price and sample. If necessary, cable me as we might miss something very big here. I cannot understand why Dr. Chen does not answer. It is now six weeks since the first letter from Young Bros to which I replied immediately.

OPALS. It is impossible to quote F.O.B. and C. & F. values for Opals as the quality varies so greatly. The normal procedure is to quote a price on a parcel, having received an indication from the jeweller concerned as to the size and quality of the stone he wants. The cost of freight is negligible as they would be air freighted and the insurance on gem stones is advalorem. I intend bringing a parcel with me for Mr. Wang's approval. I suggest we discuss this on my arrival.

TINNED FRUIT AND VEGETABLES. I would like to discuss this further with you on my arrival as besides wanting to export to you, I want to import to you.

RADIO PHONOGRAPH. You will have received my letter by now explaining that due to very special customs regulations here there is \$10 per piece plus 50% duty which makes the product unmarketable but all retailers are very impressed with the quality of this machine and as I have told you if the radio could be taken from it and the phonograph produced at around \$6 to \$7 then there is no \$10 duty. I have a company interested in a thousand pieces as a starting order.

SNAKE SKIN EASTPORT WALLET 9338/66. This is a much better type of wallet. On my arrival I would like to see some samples and get prices from you but they must be more competitive than the first wallet. It is much too high for this market. Unfortunately, Australia does not have a preferential tariff rate for Tai Wan unlike America and therefore it is not as easy to import here as into America but I believe that with the advantages we have in snake skin products we have a winner, subject to the prices being right as these are completely new to this country and we are not in competition with Japan or Hong Kong.

SHOWER CAP BL9687/66. Thank you for accepting my counter bid but you make no mention whether Nan Yah will produce samples with the narrower lace edging, a sample of which I sent you. If this is done a large important buyer will take 2000 also he wants half a dozen sample patterns and colours to choose from and I would need half a dozen caps as I have now appointed an agent in Melbourne who wants to sell them for me. I hope the next six months will prove that I can make a success of the business which I have started.

VINYL SHOWER CURTAIN. I will now go ahead and endeavour to make bulk order sales.

In the
Supreme Court
New South Wales

Exhibit 9 (co

Letter Dawey
Raymond &

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Thank you for your sample pamphlet from Nan Yeh. These are the Tetron sheetings I was referring to. I will be interested in a price list from the suppliers when you ave seen them.

I think this covers all the business with one exception, that is plastic balls with the map of the world. I would also like to contact manufacturers of same on my arrival. Also amongst the toy range I have been asked to look for fluffy and woollen animals.

This letter will put you clearer on the snake skin products which I feel are of the first importance. If you can arrange to have ~~samples~~ ready for me on my arrival then we can go right ahead. I hope I will not tire you out so much on this trip.

In the
Supreme Court
New South Wai
Exhibit 9 (con.)
Letter Davey to
Raymond & Co.

PRIVATE. Do you want me to buy a coat or dress to bring up with me. If you do not like them I can always bring them back to Australia. Is there anything else you need.

I trust Chinese New Year was successfully celebrated and that you have joy and peace during the coming year.

Very sincerely,

ROBIN DAVEY

P.S. Please do not forget to see that Pioneer Trading Co. does not hear one word about the snake skin dieing as I do not trust the Australian Mr. Carr one little bit.

One retailer has requested that a simple plastic waste paper basket with plastic suction cap to attach to the dashboard of ~~motorcars~~ ^{cars} would be very saleable. I ~~have~~ drawn this showing what I mean and am enclosing it in the sample box. Once again please hold all these samples until my arrival as I have the other half and the set of shoes etc. and I will bring them back with me or give you the other half to make a set. The samples were not given to me and the cuff links will make a nice gift for someone.

arriving Taipei Jan March 12th
Philippine Airlines
Flight PR400

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MAR 10	
FOR IDENTIFICATION	

JTC:934:67

GORAN: MASAFARLAN J.
 Jalsard M. CBC J. J. J. J.
 13 MAR 1970

EXHIBIT 10

Acr

14th April, 1967

ASSOCIATE

In the
 Supreme Court of
 New South Wales

Exhibit 10

Letter Davey to
 Raymond & Co

Mr. Jackson Wu,
 Messrs Raymond & Co.,
 Box 3254 P.O.
 TAIPEI TAIWAN

Dear Jack,

Firstly I have arrived safely back in Sydney although I was not at all well in Bangkok with this wretched bronchitis which I picked up in Taipei, and thanks to our German chemist it became worse and I found myself once more in the hands of a Doctor. I stayed a little longer in Bangkok, due, not only to this but to the time involved in achieving what I wanted to day and I returned only last Saturday.

As usual, many thanks to you and Margie for all your kindnesses to me, for the tea bags which we are enjoying tremendously, and for the crochet work. There is so much to say, I am not sure where to start. I suppose good news is always the best start to a letter.

CHRISTMAS LIGHTS

1. Union Carbide and my distributor were a little surprised that I had achieved what they wanted in these lines. They are quite delighted with them, the business goes to Taiwan, not to Hong Kong but they do stipulate that it is imperative that the mini amps per bulb does not vary more than 5 points either side of 150 mini amps, that is to say, so long as the bulb range is 145 mini amps to 150 mini amps, this will be acceptable.
2. They ask that Yih Yuan endeavours to make the glass fitting into the plastic socket as strong as possible as people tend to pull the bulb out by the glass and may break the plastic socket.
3. The heating up time for the flashing bulbs of around 25-30 seconds seems satisfactory.
4. As soon as the moulds are completed we want 1.dozen sets airfreighted to Jalsard as quickly as possible in the correct boxes which will not be quite different to the ones I suggested whilst in Taipei. Later in this letter I will give you full details of the boxes required and will enclose samples. Please bill me separately for this 1.dozen as your L/C is being put through.

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RAYMOND & CO.

14.4.67 240

for 200 dozen and it is simpler to leave it as a 200 dozen order. The part that I think will make you happy, and Mr. Chen, is that they ask you to be ready for a minimum order commencing from the end of May, of upwards of 30,000 sets. How far beyond 30,000 sets this could go we do not yet know but we must have delivery as the orders are placed so that everything is in Australia by mid-October.

In the
Supreme Court
New South Wales
Exhibit 10 (co
Letter Davey
Raymond & C

5. Next piece of good news. Collin & Co. have also taken up the Australian distribution of the Christmas Decorations and in view of this, I want to change order I have already placed in Taiwan. We anticipate minimum order, commencing from the end of May, of upwards of 1,000 dozen boxes, and the boxes that we are now at the moment interested in are as follows :- O41A O41C O42A and what I will call O42C. That is to say, we can wipe O41B and O42B from our list as these do not have the appeal that the other boxes have. Later, we may be interested in the original O22 box because although ~~expensive~~ expensive, there is a possibility of sales. We may also be interested in the entire Christmas range on a smaller scale and this will not be a one-year market Jack, but a continuing market, for who knows, how many years to come

This will be subject to Mr. Chen dealing wisely with me on prices and in presenting something a little new to me for each Christmas season. I have mentioned that we are interested in a box which I have called O42C. This is the smallest size round ball with no decoration except a red thread to hang it on the tree, i.e. it is identical to O41C but O41C is the lantern shape whereas I am nominating O42C as the small round ball. Enclosed is a sample of the piece I mean. Please cancel completely my original order which was for 12 doz. O41A 12 doz O41B 20 doz. O42A and 12 doz. O42B.

Before I give you the new order as we now want it, there is one change we would like to make. We believe O41A and O42A will sell better in boxes of 1/2 doz lots instead of 12 and we would like Mr. Chen to make up a box of this size; before everyone gets upset about the cost of printing in Taiwan I will tell you that all the boxes for Christmas decorations and for lights are to be similar. The printing only will vary on decorations as different to the lights. Therefore, this should reduce his costs considerably in producing the boxes. Herewith is our trial order for Christmas decorations :-

- 40 doz boxes of 1/2 doz O41C
- 20 " 1/2 doz. boxes of O42A, the price of which now becomes US\$4.15 per dozen pieces.
- 40 dozen pieces of O42C, which is the new decoration I have asked you to include.

I hope that the change in order is not inconvenient but it is certainly an increase on my original order and O42B and O41B are just not catching on here, also, the smaller decorations are causing much more interest.

Back to the Christmas lights. I cannot remember if we agreed whilst I was in Taipei that each box of Christmas lights must have one spare bulb in it, but this is essential. I know it is normal to supply 1% of spare bulbs and in providing one spare bulb per box the % is a little higher but in view of the potential future business which now seems quite definite, I think we can expect this from Mr. Chen.

3.....

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RAYMOND & CO

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14. 4. 67

Margie, do you remember you showed me some screw socket coloured bulbs for Christmas trees, packed in a little cardboard container in sets of, I think, 4, 5 or 6. We want this type of container, or something similar to it, produced with sets of 5 flashing bulbs which people can buy as replacement parts or if they want to, they can buy these bulbs, fit them in the 5 shades without bulbs and produce an extra battery, thus having lights working if they are prepared to spend this much money. We want 100 sets of 5 globes shipped through with the first order. From memory, these sets should each cost between 8 and 9 cents. I cannot exactly remember the price per bulb. Please let me have your prices when replying. We also require separate boxes of shades only in case any break. With our first order we want 3 boxes of 001 and 3 boxes of 002, again, from memory each should cost either 50 cents or 45 cents per box.

In the
Supreme Court
New South Wales
Exhibit 10 (c)
Letter Dave,
Raymond &

PACKAGING: The box we require is the red box that you have been sending through - not the dark red box with the cellophane, but a brighter red without the cellophane. It is imperative that the wire is placed underneath the decorations so that the first thing we see is the decoration as we require a cellophane window in these boxes. I have experimented and discovered that it is quite easy to pack the wire underneath without increasing the size of the box.

On the second side we want holly leaves printed in Green. Please try to arrange these in odd scatters as per the sample I am sending, and do not clutter the box with too much holly. Over the holly we require our printing in white. The second side will have identical printing, I repeat again, over the holly as follows :-

"BATTERY OPERATED LIGHTS COMPLETELY SAFE FOR CHILDREN TO HANDLE"
CAN BE USED WITHOUT DANGER ON METAL AND ALL OTHER CHRISTMAS TREES

(please note we do not want XMAS, we want CHRISTMAS) I suggest this should all be written in capitals but will leave it to the artistry of Yih Yuan to make this attractive.

On each end we require the following printing also in white.

"GOLBIN CHRISTMAS LIGHTS
CONTAINING
5 DECORATED TWINKLE LIGHTS
3 DECORATION PIECES WITH WIRE ATTACHMENT AND BULBS
MADE IN TAIWAN BY JALSARD" WITHOUT BULBS

The YH trademark can still go on as Mr. Chen likes but we are using the wording "made by Jalsard" instead of "for Jalsard" as we want all enquiries in Australia to come through Gollin & Co., who are the distributors and not to come to Jalsard as could happen if we used the words "made for Jalsard". If it is possible to see a sample of these boxes before final production so much the better. Also, we are aware that it may be difficult to print green holly and red berries on a red box and overprint with white writing. Therefore, if this should prove impossible, please substitute white boxes with green holly and red berries overprinted with red writing.

PACKAGING FOR DECORATIONS Identical boxes required, no printing on the sides, each end to be printed " GOLLIN CHRISTMAS DECORATIONS
MADE IN TAIWAN BY JALSARD
CONTAINING 1.DOZEN DECORATIONS"

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RAYMOND & CO.

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14. 4. 67

For O41C, O42C and for O41A and O42A;

"GOLLIN CHRISTMAS DECORATIONS
MADE IN TAIWAN BY JALSARD
CONTAINING 1/2 DOZ PIECES "

In the
Supreme Court of
New South Wales

Exhibit 10 (cont.)

Letter Dawey to
Raymond & Co.

I think this should be quite clear.

It is important that all Christmas decorations and lights are in identical boxes as far as colour and decoration is concerned, only the printing varies. The red box that I am sending with this letter has the correct size cellophane window in preparation to the lid of the box for the decorations, also, the cellophane is a good quality and this is the one we require. The cellophane window on the Christmas decorations, we feel, could be smaller as if it is too big, it may tear. I have drawn approximately the size window we require. No decoration or printing is required on top of the box at all.

If any of this is not clear to you please use either the public telex or the Ambassador Hotel telex, if possible, we can then get our answer through quickly to you. Gollins telex Number is ; GOLLIN & COMPANY AA20714.

I feel rather satisfied with the development in this direction and hope you do too.

SNAKESKINS: About these, I am not so ~~ahh~~ happy. The silver and gold skins have certainly not been produced at the temperature I suggested. They are not in any way acceptable to the Shoe trade in Australia, neither, I regret to say are the colours as per samples from Mr. Chen. They do not have any depth to them, this does not mean that they need to be darker, they need more colour which he will only achieve while he is using the dyes that he is. I have a feeling Jack, that we must use the Taiwan Snake Skin only in the darker colours and pure white and for my purposes, will you please airfreight me 2 samples each of the following, urgently :-

Best quality 6 1/2" skins 2 BROWN; 2 NAVY; 2 RED; 2 EMERALD GREEN; 2 BLACK;
2 DARK RED (MAROON) (which Mr. Chen has already sampled into Sydney for me before); 2 BRIGHT NAVY - as per sample enclosed in this letter and 2 WHITE.

Until such time as the dye quality improves, I may have to turn to Japan for the rest of the skins.

YIH YUAN No revised price quote is included in the quotations I have with me. This I also urgently need as it is possible buyers will want other Christmas decorations. Neither do I have a price on No. 150 which is the Angel, nor the butterflies, nor 003B. Please check ~~with~~ that the numbers on the new price list correspond with your numbers on the old price list given to me last October of which I imagine you have a duplicate.

I forgot to tell you, in the Letter of Credit we have around US\$120 for Insurance and freight providing it is reasonable. If this is not sufficient to cover our first shipment of Christmas lights, please let us know but do not hold up the shipment unless the difference is tremendous. Gollins realise they may not have placed the correct amount.

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RAYMOND & CO

- 5 -

14. 4. 67

Re the order for 100 pieces of Snake Skins which was delivered just prior to my departure from Sydney. In your letter RL5295/67 of February 21st on page 4, you informed me that Mr. Chen has accepted my bid of US\$1.70 per piece, yet the ~~same~~ sum total of the skins comes to US\$183.60. How come?. I think it should be US\$170.00. If he will not accept this it cannot be helped but if he agreed to accept it, then he should stick by what he says. For future reference, I will accept his quotes as listed on page 4. Also, when you corrected the L/C, although you have allowed me a credit on the difference of US\$200 and US\$183.60, the shipping papers came through at US\$200 and I was charged duty on this amount which puts my skins up price-wise, too high. Could you please send through some kind of authenticated invoice indicating that there was a mischarge and the the price should be US\$170 or US\$183.60 so I may get a refund from the Customs people.

In the
Supreme Court
New South Wa
Exhibit 10 (cor
Letter Davey
Raymond & C

SHOWER CAP AND TOILET SET AND TISSUE HOLDER Please let me have the last 2 samples by airfreight. I will try to persuade Woolworths to place their order without seeing the corrected counter sample on condition that Nan Ya will accept a L/C that is irrevocable only if my approval of their counter sample is given.

SEAWARD MILLS We urgently require their Lambswood men's jumpers as I have now another Company interested in distributing these items and the dress from Yung Lung. In fact, this distributor might be going to hand us some good business.

FABLON: This is something which Gollin & Co., might also take up, I have no definite news for you yet. Please tell your manufacturer that I am working on it.

CHILDRENS' PUZZLES Please let me have any available puzzles plus my own samples as Gollin & Co., are most interested in these. Childrens' toys will feature very largely in Jalsard's future transactions with Gollin & Co., plus Christmas decorations and lights.

I am looking into the cardboard carton situation here and will let you have information as soon as possible. What we do want to know is, are these cartons to be reused and therefore is the folding of each container important, or are they merely to be pulped and remade. In other words, can they be folded or can they be crushed and also, should our mail regarding this go to Yorkman or to Raymond.

OPALS: I hope to have some of these to airfreight to you within the next week. Before closing I would like to tell you we are also planning to try and extend the Christmas light business to England where Gollin & Co., also have an office. We suggest that you add 10 cents per dozen to your price quote for Jalsard and Gollin jointly. The same will apply to the U.S.A. Does this sound satisfactory to you.

Also, I am enclosing a letter which was awaiting me on my return. I think you can deal with this better than I. Whatever commission you care to pay Jalsard you can let me know. It is not a large order of Garter Grips but could be interesting. Likewise a letter from J.T. Clark. You may care to offer them the pillow cases they are interested in.

6...

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14. 4. 68

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I am giving you the name of one of my husband's clients. He is, we think, going to Taiwan to look for ceramic tiles. His name is Mr. M. Spencer, Director, Alfred Kaysor Pty. Ltd., I am giving him a letter of introduction to you and suggest you might make contact with the manufacturers of Ceramic wall and floor tiles in preparation for his probable arrival in mid May. Please let me have a dozen or so of your business cards with your next letter, it will help to give him some idea of how to find your office if he has your card.

Kindest greetings to you both, to the office staff and to your mother and children.

Very sincerely.

ROBIN DAVEY

*In the
Supreme Court of
New South Wales*

Exhibit 10 (cont.)

*Letter Davey to
Raymond & Co.*

P.S. Many thanks for your introduction to Mr. Shroff in Hong Kong who was most helpful and to Mr. Lo in Bangkok whose kindness was only exceeded by your own. Both he and Mr. Wong looked after me in the most generous fashion. The only thing Jack, I am not quite sure how experienced they are in shipping, but we will see.

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GORAN MACFARLAN, J.
Jalsard P/L v. CBC Pty Ltd

In the
Supreme Court of
New South Wales

Exhibit 11

Letter Dated to
Raymond & Co.

JTC:T102/67/WH.

13 MAY 1967

12th July, 1967

EXHIBIT

11
Ace

ASSOCIATE

Raymond & Co.,
P.O. Box 3254,
TAIPEI. TAIWAN.

MACFARLAN J
MARKED 9
FOR IDENTIFICATION

Dear Margie,

Many thanks for your letter of July 5th.

I do appreciate how hard you worked with Mr. Chen, and I can only say that I will most sincerely do my best this end to ensure that business increases to such an extent as to make it worthwhile.

I have persuaded Gollin & Co. to accept 041C and 042G in half-dozen boxes until such time as these boxes are used up.

One thing which I would very much like, not to protect myself as far as you are concerned, because as you know I have a firm faith in the business dealings you and I have together, but to protect myself in Australia with Gollin & Co., I would like a contract from you and Yih Yuan, agreeing to sell only to Jalsard Trading Co., battery-operated lights of all descriptions, because if I ever want to distribute in Australia through other people, this will protect both you and me. It means that no one else will be able to sell these lights.. for whichever Company has the right to import these lights.. so the Union Carbide Company will provide batteries not to Gollin & Co., but to me.

I am waiting to hear your reaction to my idea of getting these lights sold in America, and what percentage Commission you and Yih Yuan feel to be a fair one for Jalsard. I have someone there who, I feel, will be most interested to distribute these lights, and, frankly, my association with Gollin's is getting to a stage where I may even have to go to the U.S.A. for them within the next year, and possibly even Europe, so the greater the tie-up between you and me with these lights, the more extensively we may be able to sell them throughout the world.

...../2

12th July, 1967.

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Raymond & Co.

MARGIE, PLEASE WILL YOU LET ME HAVE A PRICE FOR A CARDBOARD CONTAINER WITH EITHER 5 or 6 FLASHING BULBS IN IT.

*In the
Supreme Court of
New South Wales
Exhibit 11 (cont.)
Letter Davey to
Raymond & Co.*

I am enclosing a sketch of the suggested container, either one will be satisfactory, but it must be a proper container similar to the one you showed me in Taiwan, or similar to the sketch I am sending you - to contain these bulbs so they do not get broken in transit. WE WANT A PRICE ON THEM MOST URGENTLY, and subject to the price being satisfactory, we will need to order 5,000 sets to ship out with the orders for the lights.

Your L/C for the orders for lights went through yesterday by cable. You may notice some of the special conditions and requests which I will now give you again.

Gollin & Co. require a packing slip to be sent with the documents. The packing slip should give the following information:-

- (1) The number of pieces of decoration and lights per box (that is 10 decorations and 5 lights)
- (2) The number of boxes per case...
- (3) The reference number of the type of lights in the case.

Regarding decorations, this is particularly important because export cases will contain a mixed order of decorations and we want to know what they are without opening the cases. Therefore, each export case must also be numbered to match up with a number on the packing slip.

On your Customs Invoices please give details of freight purchase, including the rate per cubic foot and the total. Also mark on the invoice insurance declared owing Gollin & Co. open policy. All this information will be required always on everything you ship.

We like your packing of the wooden cases, but some of the boxes were a little bit squashed, and we suggest that between each layer, you could put a piece of kraft type paper, which may protect the boxes.

Gollin & Co. have asked me to inform you that if more than 5% of the bulbs or light sets are faulty, they would expect you to replace the portion that is faulty, but up to 5%, they will carry the responsibility of any faulty sets. Is this satisfactory? Please let me have your answer in writing, so I can show them, and thus make them happy.

They have just telephoned me and asked me to let you know the following:- They cannot promise that they will want a further order this year, but the indications are that we will need a further 50 gross of lights. We can let you have definite information by the end of the second week in August. If we do

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/3

Raymond & Co.

12th July, 1967 296

*In the
Supreme Court of
New South Wales**Exhibit 11 (cont.)**Letter Davey to
Raymond & Co.*

this, can Yih Yuan produce a further 50 gross to ship out by the 14th of September?

I forgot to tell you that I have instructed the Bank to allow you to negotiate the L/C already placed for 150 gross in two parts.

We want 38 gross of each 001 and 002 shipped out by August 14th, and the rest of the order, that is 37 gross each of 001 and 002 shipped out by September 1st. Will this be satisfactory? We must have half the order here in September, and it takes at least six weeks, it seems, for shipping.

Please keep checking for other children's toys for me, Margie. I think I will only have one week in Taiwan this time, but at least I know exactly what I will be spending my time doing. It will be spent with Yih Yuan and the Toy Manufacturers that you managed to find for me...plus the puzzle maker.

The limit and scope in this business is very big. Taiwan must start to produce toys to beat the Japan market, and I want to bring them to Australia.

Again, I know how hard you have worked for me. Please know that I appreciate it, and realize that the faith and friendship which exists between Jalsard and Raymond...and personally, between Margie, Jack and Robin..is a very real thing.

Yours sincerely,

ROBIN DAVEY,
Managing Director,
Jalsard Trading Co.

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GORDON MACFARLAN, J.
Jalbert M. C.B.C. Sydney

JTC:TEL:67:WH.

13 MAR 1970

31st July, 1967.

Raymond & Co.,
 Box 3254,
 TAIPEI, TAIWAN.

12
 Acc
 MACFARLAN J.
 MARKED 10
 FOR IDENTIFICATION

Dear Margie,

I still do not know whether Jack has arrived back from his trip overseas, so I am still addressing my letters to you.

I think I had better start by very clearly detailing some requests:-

1) Will you please airmail copies of Customs Invoices and non-negotiable Bills of lading the minute you ship out any orders to us - as if there are any errors, we can then have them corrected by you, and returned to Australia before your shipment arrives.

Do you understand from my letter of the 12th July what is required on the packing slip, which should also be sent with the above mentioned papers.

Please note that the packing slip is particularly important with decorations, as well as with lights.

2) Please always show your current domestic value on Customs Invoices in N.T. Dollars. Customs insist on this. (I think we have the most difficult Customs in the world).

3) Have you received my Christmas Tree? Will you have a sample ready for my inspection in September? I may want to order some when I am there.

4) Have you a price on the extra mother bulbs in cardboard containers of six, otherwise we must get them from Hong Kong.

5) Will we be able to change any of the boxes for lights this year, or have you already produced enough boxes for the 150 gross sets of lights we have ordered? If we can change some of the boxes, I will give you the exact wording etc. by return mail.

6) Gollin & Co. will accept all the decorations in boxes of half-dozen. As yet, we do not know how many more will be ordered.

7) I mentioned in my last letter that many shops require these lights that Yih Yuan are producing, to be made so that they can add more bulbs if they choose, thus having a set of lights with ten flashing bulbs. Therefore, please tell Yih Yuan - instead of just knotting their wires in the five decoration pieces, to solder their wires exactly the same as the other decoration pieces in the light set, so that the whole ten may be used for bulbs if the people purchasing them so require.

(I have a letter from Yih Yuan asking me several favours, which I have persuaded Gollin's to agree with, subject to Yih Yuan doing this for me!)

.... / 2

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31st July, 1967.

Raymond & Co.

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In the
Supreme Court of
New South Wales

Exhibit 12 (cont.)

Letter Davey to
Raymond & Co

8) Please return a new Customs Invoice, as per instructions. The photostat copy I have sent you by return mail.

9) Regarding Jigsaw Puzzles: It looks as if I will be bringing these samples with me. We are costing them at the moment, and we do require a better quality, but not such a heavy cardboard Jigsaw Puzzle. We will have permission to print two or three of the characters from the American Film Co., and if you can meet our price- which I am afraid will have to be lower than your 20 cents (U.S.) quote - I will have permission to place a trial order for 5,000 Jigsaws from Gollin & Co., just as a sample range. I do not know exactly what the price will be yet, but as there are Jigsaws now selling in Sydney around 50-60 cents, I think that the price will have to be nearer 15 cents per puzzle. Do you think this is possible? If not, I shall not waste any more time investigating the market here, because it is no good unless we can sell at the same price as everyone else. I shall have exact details for you within the next week, but please give me some idea when you reply if (a) the price is possible...and (b) the puzzle-maker will take an order of 5,000 pieces of four different pictures.

(10) There have been a lot of faulty globes in the Christmas decorations, which we have received from you. When we have examined these, we have discovered that the wires aren't always making proper contact, and that is not the fault of the globe. Please ask Yih Yuan to check this more carefully and to see that a better control is put upon their production.

(11) I am most anxiously awaiting a reply to my last letter to you regarding the toy industry in Taiwan. I now understand that there have been in Sydney a few toys made in Taiwan, which have been part plastic and part metal. These were mainly boys' cars. This type of material would be quite acceptable, that is plastic and metal - or even all plastic - if the quality is good. We want these toys to be friction toys if possible, and to develop battery-operated toys with you as well. There is a big potential for you and me in this field, as so far there is very little in Australia from Taiwan of this type of toy, and I told you Gollin & Co. will back you and me, if they see you can produce what they want, and give us deliveries when we want them. The quantity to start with may not be great, but if your quality is good - it could be between 50,000 and 100,000 U.S. dollars annually within three years - providing you can give us the authority we need and the goods we need, at a price that will beat Japan.

If you can obtain any samples from a Manufacturer, please airmail them to me immediately, as we may even order for this year, if such toys are already being produced. I am sending, under separate cover, a sample of a car made in Japan, which will give you an idea of the quality, and the type of toy I want.

(12) I have an enquiry from a friend of mine, who is connected with the main petrol distributors in Australia. They have been giving away a stainless steel knife as a present to every car which pulls into their garage for petrol. Their American distributors have requested a price on this knife (C.I.F.) San Francisco, for two million pieces. The knife is being sent

...../3

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31st July, 1967.

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Raymond & Co.

to you also with the toy car. They have had a price from Japan, and to beat this price, we would have to obtain these knives at 5 cents (U.S.) each F.O.B. Taipei. They want a knife with an identical finish to the stainless steel, which must be 13% chrome, with an identical handle. Can you let me have information on this as soon as possible, and if it is obtainable, how long production would take for two million pieces, and how many they could ship out on a monthly or two monthly basis.

*In the
Supreme Court of
New South Wales
Exhibit 12 (cont.)
Letter Davey to
Raymond & Co.*

(13) I had a letter this morning from Yih Yuan. I do not understand why the Bank has told them that partial shipments are not allowed. The Letter of Credit clearly states that we require the shipment into two parts, which therefore means that a partial shipment of two parts is allowed. What it doesn't allow is for you to ship out in 3 or 4 or 5 shipments. Please ask Mr. Chen to speak with the First National City Bank in Taipei and check this point. In the meantime, I shall have my Bank clear this point up with First National City Bank by mail. Secondly, he asks permission to ship out in early September and early October. This I have persuaded Gollin's to accept, but they have asked me to request that Yih Yuan ship out as much as possible in early September, that is to say if 50 gross or 60 gross of each set of lights is ready, ship them out, and ship the remainder in the first week of October. I am amending the Letter of Credit for the extra time requested by Mr. Chen, and it will state that a minimum of 38 gross each of 001 and 002 is permitted in the September shipping with a request for the maximum number of sets produced, to be shipped at this time...the remainder of the order to follow in the first week in October.

(14) Mr. Chen has suggested that export cartons of waterproof cardboard or kraft paper would save us some freight. We have discussed this, and feel that even if we have to pay a little more for freight costs this end, we would prefer all the lights and decorations to be shipped out in wooden cases, similar to the last order you sent - as they did arrive in good order - and we do feel that it would be very risky to put such delicate goods in cardboard export cartons. Therefore, tell Mr. Chen not to be concerned if we must pay a little more freight this end. We still want the lights packed in wooden cases, with a piece of heavy paper between each layer.

(15) A business associate of my husband, Mr. Applebloom, asked for a reliable Agent in Taipei. I have given him your address and phone number, and before this letter reaches you, he will probably have rung you from Hong Kong asking you to look after him. His business is knitwear. I do not know him personally, but hope it proves worthwhile for you.

(16) If we should require a further 50 gross of lights, which would have to be shipped out by the second week in October, could Mr. Chen manage this? If he cannot, please let me know, for there is no point in us selling them and promising delivery for mid-November, unless you can ship out by the second week in October. If he cannot produce them ready to ship out in the second week in October, please let me know what is the earliest date they could be completed, ready to ship out.

...../4

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31st July, 1967.

Raymond & Co.

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*In the
Supreme Court of
New South Wales
Exhibit 12 (cont.)
Letter Davey to
Raymond & Co.*

- (17) Due to conditions in Sydney, I can only spend a maximum of ten days in Taipei this trip. Therefore, Margie, it is very important that
- (a) samples of the Christmas Tree are ready for me to see and
 - (b) new ideas for battery-operated Christmas Lights for 1968 are ready for me to see and discuss.
 - (c) any possible Toy Factories are aware that I will be in Taipei, and are ready to discuss toys with me, and if possible, show me samples.
 - (d) the puzzle-maker also is ready to come to Taipei, and be prepared to produce samples for me to bring to Sydney, during the ten days that I am there. This time Gollin & Co. and Jalsard Trading Co. both know what they require, and I will be able to settle boxes with you, and most details for 1968, which will make everything very much easier for you and for me.

I shall also be able to put certain sample orders through for Gollin & Co. This will mean that in March, 1968, we will finalise these orders... as really to sell in this country we must start taking delivery of our overseas orders from June on. Because I was new to the business of importing this year, everything has been left rather late, but we are really getting organised now.

I have itemised every point of importance in this letter. Can you please answer each point for me by return mail?

One more question: I did ask you if you had a slip of paper for a reply-paid cable I sent you some months ago. The voucher was for 15 dollars. You have not told me if you have found the voucher, so that my Company can claim a refund in Australia. You did not use it as you had already replied by mail to the question I put to you in the cable. If you cannot find the voucher, it cannot be helped, but please can you let me know.

Please let me know any shopping requirements. At the moment, I will be arriving in Taipei on Saturday September 23rd by Cathay Pacific from Hong Kong. I shall give you the Flight Number later.;

With best regards to all,

Sincerely,

ROBIN DAVEY,
Managing Director,
Jalsard Pty. Ltd.

P.S. I am still awaiting a reply as to whether our jeweller friend is interested in small opals. I have been offered another parcel size as follows:

6 x 4 millimetre
7 x 5 "
6 x 8 "

This parcel would be roughly between 1,000 and 1200 dollars (U.S.) Would our jeweller contact be interested, or does he simply want me to bring stones between 6 and 8 carats in size? Please reply by return.

R.D.

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CORRECTION
Jelsood Mc. CBE
1970

14th August, 1967.

JTC:TI24/67/WH.

13

ACR

AGGREGATE

Raymond & Co.,
Box 3254 P.O.,
TAIPEI. TAIWAN.

In the
Supreme Court of
New South Wales

Exhibit 13

Letter Davy to
Raymond & Co.

Dear Margie,

Many thanks for your letter of August 2nd, and thank you for your correct Customs Invoices.

Firstly, before I deal with your letter, there is one matter which we must straighten out, and it is very important. We have now out in the way of samples, four dozen sets of lights from the first 200 dozen you shipped in. From 48 sets of lights, one in every four has a faulty globe, and some have not got all the little plastic joiners which Mr. Chen had made to connect all the wires together. Do I make myself clear?

Margie dear, please understand how important this is. If we do not get good quality products this year, I may not be able to persuade Gollin & Co. to continue importing lights from Taiwan next year. I am most deeply concerned at the number with bad globes in them, and, therefore, I would ask you to get someone from your office to check through as many sets as you have time to check, either before or after they are boxed. What happens is this: When you first connect them to the battery they work, but after two or three minutes, one globe often fails - and has to be twisted and fiddled with to make contact in the socket before it works properly. This is due, I think, to bad control in production on the part of Mr. Chen, and it is no good your saying that he is not making any money this year -- he will not make any money next year if we do not get the lights with only 5% faulty, because Gollin & Co. cannot afford to have 20% of their lights returned as being faulty, and virtually so far, out of the 48 sets, 20% have had a fault, and a certain number have been minus the plastic joiners. Again I repeat, please check these lights, not just for a second, to see that they are working, but for at least two minutes, because only then does it become apparent if there is a fault.

Please ask Mr. Chen to do this on every set, and when you are checking them will you get one of the boys in the office to check as many as you possibly can. Please explain to Mr. Chen that it is because of faulty contacts most of the time that the bulbs fail, and by fiddling with them we can make them work, but obviously the shops have not the time to dismantle every set of lights, and neither have Gollin & Co. This is one of the reasons why I want Raymond & Co. to continue to be my shippers because only in this way can you keep control of what comes to

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FOR IDENTIFICATION

Raymond & Co.

14th August, 1967.

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Australia, and this is why I will not make over the L/C to Yih Yuan, So many badly made products have come into Australia from Taiwan, I feel it is up to you and me to prove that Taiwan can turn out their goods as well as Japan and other countries.

As you know from my letter of August 4th, Gollin's have more or less appointed me as their Agent in Taiwan, and I will be in a position to place sample orders and indicate possible orders for 1968 when there in September, but this is subject, obviously, to your goods arriving here without so many faults.

I am most anxious for the business that you and I have started together to grow, as I believe it can grow, and I do not want to search in Hong Kong or Japan for what I believe Taiwan can produce. So please make sure these lights arrive without faults, and with the bulbs all working.

*In the
Supreme Court of
New South Wales
Exhibit 13 (cont.)
Letter Dawey to
Raymond & Co.*

Will you also let me have your answer as to whether Yih Yuan is prepared to have the various samples I require ready for me on my arrival, as it will take ten days to look at them, perhaps change them and make a decision about them...and if they have been started before I arrive, certainly they cannot finish all the business in ten days. I cannot stay any longer as I must get home to my children.

I have mentioned in my letter of July 31st (point No. 10), that there were ~~40~~ globes. Perhaps you have already discussed this problem with Mr. Chen, but in view of what Gollin's have informed me this morning, I am writing you to let you know the percentage is very high, and it must be better.

You will have by now, I hope, received my amended L/C extending the validity as requested, and shipping schedules as mentioned in your letter RL/6156/67, have been accepted by Gollin & Co. One further point I must add is this ...that by next Friday we should quite definitely know how our orders are being received. Indication at the moment is that we will place an order for at least double the number of Christmas Decorations already sent to you by you, but if two of the main Department Stores decide to buy, this could be much greater. I am therefore warning you so that Yih Yuan can be prepared to let us have the Christmas Decorations shipped out on the S.S. "George Anson", as this is the latest possible date for shipping.

As I said, I will have to give you a definite order next week, but we will at least need double our original order in decorations, and possibly more. Please see Mr. Chen, and if for any reason he cannot take this order at all, please cable me.

Regarding the Mother Bulbs in boxes of 12: Margie, Mr. Chen, or the bulb maker is being completely unrealistic. You know I phoned Hong Kong when I was in Taipei and we found that the bulbs were obtainable at approximately \$1.75 (U.S.) per piece. I think we ended up with the price in Taipei almost the same. This means that 12 bulbs are worth 21 cents or perhaps 22 cents. Allow 3 cents for the box, or even a little more. The price should be therefore, 25 cents (U.S.) per box of 12 or maybe 26, as I have not worked out your commission exactly. Can you please tell me why Mr. Chen is quoting 40 cents per box of 12. I will be quite honest with

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Raymond & Co.

14th August, 1967. 320

you. We have had a quote from Hong Kong, and they quote from approximately \$263 (U.S.) per 10,000 pieces...that is, for 1,000 boxes of ten bulbs, each box would cost approximately 235 cents (U.S.), so when I say to you that from Taiwan they are not costing more than 25 cents, I am being quite generous as it is still higher than Hong Kong.

Please can you find out what funny business is going on with these bulbs, as we have had trouble once with the bulb maker, and if there is any further trouble, we will simply have to order our bulbs from Hong Kong.

Unless I receive a reply that you can equal the price that Hong Kong has quoted, Gollin & Co. have instructed me to place their order for extra bulbs (of which they want about 50,000) with Hong Kong. I shall await your reply to my last three letters, which I hope you will manage very quickly. In the meantime, my regards to Jack if he has returned, and I want to discuss with you in September distribution of these lights in America, London and possibly in Germany for 1968.

*In the
Supreme Court of
New South Wales*

Exhibit 13 (cont.)

*Letter Davey to
Raymond & Co.*

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JALSARD TRADING CO.

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9TH FLOOR
66 KING STREET
SYDNEY, N.S.W.
AUSTRALIA

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R. D. DAVEY
MANAGING DIRECTOR
JALSARD PTY. LTD.

CORP. MACFARLAN, J.
Jalsard Pty. CBC Highway
13 MAR 1970

TELEPHONE 29 4355
PRIVATE 36 5990
CABLES "STARKEY"
SYDNEY

28 August 1967

14
AOR
ASSOCIATE

In the
Supreme Court of
New South Wales

Exhibit 14

Letter Davey to
Raymond & Co.

Ramond & Co. Ltd.
P.O.Box 3254,
Taipei,
TAIWAN

Attention Mrs. Jackson Wu

Dear Marjie,

Thank you for your letters of August 12 and 22nd.
Your comments in August 12 have been noted and all your replies
are in order.

Regarding Mother Bulbs - I am sorry my mathematical
calculations in changing sterling to dollars appears to be
incorrect, indeed Hong Kong is offering these bulbs at 24¢ per
box including packing and boxing. Therefore Mr. Chen's price
is not acceptable and we will place our order for bulbs with
Hong Kong.

Defects in Christmas Lights. The damage percentage
of Christmas Lights is not that which I am referred to but fault
in manufacture. We have had further complaints from all retailers
and they are finding that after leaving their lights burning for
approximately three hours only 3 out of 5 bulbs remain burning and
two are completely burnt out. We are having a check done by an
electrical expert and it appears that either the Tungsten that you
are using is either too thick or possibly too short and the bulbs
are burning out or as I told you in some cases they are difficult
to light, in the second case this is due largely to a faulty
connection. We are much more concerned, however, that the bulbs
burnt out so quickly and I suggest that Mr. Ssai may be able to
offer advice on this matter. Gollin & Co. have stated that they
expect Some bulbs sent to them at no cost as we have already lost

MACFARLAN J. 16
FOR IDENTIFICATION

727

so many from the first order of 200 dozen. Will you please discuss this with Mr. Chen and let me know approximately how many free bulbs he will give us and replace those which are useless. If the next order presents as many difficulties with the bulbs as the first order has done we may have to ship all our bulbs to you from Hong Kong. I don't want to do this but unless the bulb maker does a far better job in Taiwan it will become essential. I suggest you get a set of lights in your office and leave them burning. You may need to test 2 or 3 sets but unless there has been a great improvement in the bulbs you will find that what I am saying is quite correct and that you will have burnt out bulbs within 12 hours. Please have Mr. Chen rectify this matter before the next order is shipped.

*In the
Supreme Court of
New South Wales.
Exhibit 14 (cont.)
Letter Davey to
Raymond & Co.*

Can you let me have a reply regarding the coat about which I wrote to you before I leave Australia.

One more idea we would like developed is a Children's plastic swimming ring with a water proof flashing light on it. This idea will allow children to play a game of being saved after a ship wreck. Do you think this can be produced in Taiwan?

I am pleased the other samples will be ready for me to see and look forward to seeing you on Saturday, September 23 flight CX046

Best regards,

Robin Davey
Managing Director
Jalsard Pty. Ltd.

P.S. I have information today that regardless of what Mr. Chen may say there is definite proof of faulty manufacture with your bulbs. I think it is imperative that you have a qualified technician see exactly why these bulbs are burning out and fusing within 12 hours. We believe, as I have mentioned in this letter that it is definitely the tungster either the guage or the length which is at fault. Please see that some replacements, without cost, are included with the order that you are shipping in September. I am most worried Marjie and leave it to you and Jack to solve this problem for me.

Sincerely,

333

00 Jalover P/L CBE / Sydney

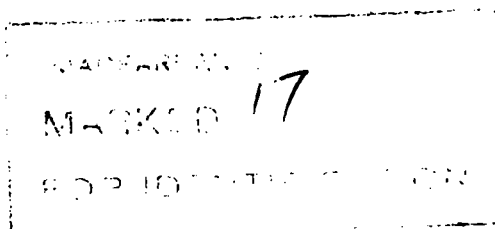
15

Ack

JTC:T522:67:ES

6th September, 1967

Mrs. M. Wu,
Raymond & Co.,
Box 3254 P.O.
TAIPEI TAIWAN



In the
Supreme Court of
New South Wales

Exhibit 15

Letter Davey to
Raymond & Co.

Dear Margie,

I have final tests in from Union Carbide regarding your bulbs. They are as follows:-

- a) The length of the tungsten varies
- b) The thickness of the tungsten varies
- c) The filament length varies
- d) Many of the bulbs are 300 milli-amp, some are 175m.a, some are 150m.a, some are 140m.a.
- e) We can expect milli-amp variations between 145 and 165
- f) 300 milli-amp is completely useless. This causes the bulb to burn out, particularly as the battery is used up for as the battery is used up, extra voltage is drawn by the bulb which increases the milli-amp reading even higher and can burn the whole set out. We have had certain lights on test and they have burnt out - or some bulbs have burnt out within 12 hours.
- g) Gollin & Co., have asked me to inform you that they insist on a Qualified Electrician, either from the Productivity Centre, or from your Organisation, or some other organisation to check each bulb as it is produced by the Bulb Manufacturer and before it is put into the light sets.
- h) 1 in 3 bulbs appears to be faulty. This average is much too high Margie, as you can understand and Gollin & Co., will not accept delivery of the lights with this number of faulty bulbs. Please get some control testing done. Union Carbide inform me that it appears that it is a hand-operated machine that is cutting the tungsten and filament wire. Therefore, the manufacturer has to be done very carefully.
- i) Gollin & Co., have asked that the Bulb Maker at his expense, replaces 25% of the faulty bulbs already delivered in the 200 dozen lights we have to hand.

2...

334

- 2 -

The recommend to you that the control testing be at the Bulb Maker's expense, not at your expense, for the Bulb Maker must be held responsible for such bad control in production.

I suggest you inform him that unless he proves in the 150 gross on order, that he can control the bulbs at the correct milli-amp, reading he will get no further orders next year as we will ship our bulbs to you from Hong Kong where there is an exact milli-amp reading on all the test bulbs we have had.

I have a further order for decorations for which I am putting a Letter of Credit through today. It is as follows :-

6 gross 041A
 " " 042A
 " " 041C
 " " 042C

*In the
 Supreme Court of
 New South Wales*

Exhibit 15 (cont.)

*Letter Dated to
 Raymond & Co.*

Please note each box to contain 6 pieces only as you originally delivered them this way we are continuing to sell them this way.

2 gross of YH003B

Please note this number was given to me on the original Yih Yuan list at the end of last year as 008, but, on your new printed brochure, it now appears to be called YH003B. It is a small multi pendant. We want the 2 gross with an even distribution of all colours. I think the price is \$2.40 - it could be that this is too high but you can refund anything owing to me when I arrive in Taiwan if necessary.

We would like the orders packed in 1 gross wooden cases, but if you prefer to pack more to a case, providing we have a packing slip, this will be satisfactory.

One thing Gollin & Co. do insist on is that you produce a box for YH003B in plain red with a cellophane top, identical to the other decoration boxes with the same printing on it and the same wording as the other decoration boxes have. I realise it is a small run of boxes but it is the beginning of an interest shown in your other boxes, so please oblige me with this.

I would like this order shipped out as soon as possible. I imagine it could be shipped with the 2nd order of lights for October.

Margie, you must understand that if we do not turn out a good product this year on the lights, we may well destroy a very big business for 1968.

I look forward to seeing you on September the 23rs arriving on CX046.

Best regards to Jack and the children.

Sincerely,

335

P.S.

Has Lucky Baby completed my cardigan order. I do not want to airfreight it as it is much too expensive, but I must have it here by the 2nd week in October otherwise I must cancel the order, and I must have a straight piece of tape running down the inside, not little tiny pieces as per the sample you sent me.

*In the
Supreme Court of
New South Wales*

Exhibit 15 (cont.)

*Letter Davey to
Raymond & Co.*

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IRREVOCABLE DOCUMENTARY LETTER OF CREDIT OPENED THROUGH OVERSEAS AGENT - REQUISITION

Credit No. 3/12008. Office use only.

Mippon Kangaroo... DRAWINGS ON AGENTS OR LONDON OFFICE

Form No. 31 Dated 16. 12. 66.

13 DEC 1966 CABLED

To: The Manager, THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED, (Hereinafter called "the Bank").

SYDNEY

24

We hereby request you to open on our account by CABLE an irrevocable credit subject to Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure No. 222 authorising RAYMOND AND COMPANY LIMITED of NO. 11 LANE 42, CHUNG SHAN NORTH ROAD, SECTION 2, TAIPEI, (Full name of beneficiary) your Office Agents in Taipei, (Full address) to draw on your Office Agents in Taipei, (Full address) at sight for any sum or sum not exceeding in all US \$ 1,000.00 (One Thousand and 00/100) five dollars US (Amount) purporting to cover invoice cost * F.O.B. Snake SKINS (Merchandise or brief description of goods)

In the Supreme Court of New South Wales Exhibit L Application for documentary letter of Credit

of TAIWAN origin to be shipped on our aircraft from TAIWAN (Port or country of shipment) to SYDNEY (Port of destination)

Partial shipments are not allowed Transshipment is not allowed

The drafts must be accompanied by the following documents, each at least in duplicate:-

Commercial Invoice(s). Certified Australian Customs Invoice(s). Full set(s) also "On Board" or "Shipped" negotiable Bills of Lading to the order of Shipper and endorsed to your Bank or in blank.

(Air Consignment Notes/ Receipts, showing goods consigned to THIS BANK in favour of account JALSARD TRADING CO. (acceptable in lieu of Bills of Lading))

* Acknowledgment of Declaration of Insurance under our open policy with

And the following additional documents (if any):- BENEFICIARY'S INSPECTION CERTIFICATE

COST OF TELEGRAM \$18.65

Bills of Lading and or Insurance documents containing only generic descriptions of the goods may be accepted. Additional instructions (if any):-

Insurance covered for by buyer Credit Receipts from National City Bank Taipei. Freight is payable at destination. 14th JANUARY 1967

Shipment(s) must be made and drafts drawn and negotiated not later than 14th JANUARY 1967

The original set of documents must be sent by airmail direct to your Bank at SYDNEY by the negotiating drawee Bank. All remaining documents are to be sent to the same destination by sea mail, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a Certificate from the negotiating Bank that the original documents have been despatched as indicated above.

- A. Neither the Bank, the drawees nor the servants or agents of either shall be under any liability in respect of loss or damage arising or resulting: (i) from any error, omission or delay in the transmission or delivery or decoding of any message (whether literal or in cypher) by mail, cable, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate howsoever such error, omission or delay shall have arisen or been caused. (ii) from any fault, error or mistake as to the quantity, quality, nature, value, shipment or delivery of the goods, or as to the amount of the shippers' charges thereon or therefor or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document. B. To pay to the Bank at on demand (i) the Australian currency equivalent of payments made or drafts accepted by the Bank under or in intended or purported compliance with the credit or this requisition at the rate of exchange current at date of demand, or at the option of the Bank (exercisable by notice in writing to us on or at any time after the making of the demand and prior to payment) at the rate of exchange current on the day of the exercise of the option together with Bank interest for any period by which the date of payment by the Bank (whether or not they are the drawees) precedes the date of our payment to the Bank, and, (ii) a commission of per cent. on the amount of the Credit and, (iii) all usual Bank charges. C. The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge for payment of all moneys payable by us to the Bank including all commission banking and other charges expenses and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank D. Immediately upon the Bank's request, to do and procure the doing of all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and/or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in and/or deliver the same to any purchaser from the Bank and/or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods. E. In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us sell, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amounts due or to become due under any Insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment F. The Bank, its Agents, the Drawees and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient. G. To indemnify and hold the Bank, the Drawees and the servants and agents of the Bank and of the Drawees harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in resisting claims by third parties) arising or resulting from the acceptance of drafts or any other act, matter or thing done or omitted to be done under or in intended or purported compliance with this request or with any letter of credit issued in consequence thereof. H. This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein. I. If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

YCA 646-307

Yours faithfully,

JALSARD TRADING Co.

339

Please Quote Import Licence Numbers Here

Delete whichever inapplicable

Delete "drawee" if drafts on Bank's London office, otherwise delete "negotiating"

CURRANT: WASHINGTON, J.

23

9

Q

ACC

19th December, 1966.

341.

In the
Supreme Court of
New South Wales

Exhibit Q

Copy letter
Defendant to
Plaintiff

WGC:MC

The Manager,
Jalsard Trading Co.,
9th Floor,
66 King Street,
SYDNEY.

16th December, 1966.

Letter of Credit

\$2.33 being our commission charge and \$18.65 for cost of the cable.

Nippon Kangyo Bank Ltd., Taipei.

12008

US\$1,035.00

Raymond and Company Limited.

Yours faithfully,

pro Manager.

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CONFIRMATION OF CABLED CREDIT

21

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED

SYDNEY, New South Wales. 19th December 1967.

To The Nippon Kangyo Bank Ltd., 35 Po-Ai Road, TAIPEI.

IRREVOCABLE CREDIT No. 12006.

Sirs.

We confirm our cablegram of to-day requesting you to inform RAYMOND AND COMPANY LIMITED, No. 4 Lane 42 Chung Shan North Road, Section 2, Taipei

that we have opened in his their favour our irrevocable credit authorising him them

to draw on Nippon Kangyo Bank Ltd., Taipei at sight for any sum or sums not exceeding in all US\$1,035.00

In the Supreme Court of New South Wales

Exhibit O

Confirmation of cabled credit

(One thousand and thirty five dollars U.S.A currency)

purporting to cover invoice cost F.O.B. C & F C.I.F. of Snake skins

of Taiwan origin, to be despatched by airfreight from Taiwan to Sydney

for account of JALSARD TRADING CO.

Partial shipments are not allowed. Transshipment is allowed.

The draft(s) drawn under this credit must be accompanied by the following documents at least in duplicate:-

- Commercial Invoice(s).
- Certified Australian Customs Invoice(s).
- Full set(s) clean "On Board" or "Shipped" negotiable Bills of Lading to the Consignee (Through Export Bills of Lading will be accepted for shipments from North America, Central and South America).
- (Air Consignment Notes or Parcel Post Receipts showing goods consigned to this Bank marked account Jalsard Trading Co.
- Bill of Lading Certificate issued by the Bank.

and the following additional documents (if any):-

Beneficiary's Inspection Certificate.

Bills of Lading and/or Insurance documents containing only generic descriptions of the goods will be accepted.

Additional instructions (if any):-

Insurance cared for by buyer.

Freight is payable at destination.

In our cabled message, we requested you to advise this credit through.

First National City Bank, Taipei.

Shipment(s) must be made and drafts drawn and negotiated not later than 14th January 1968.

Drafts must denote that they are drawn under this Bank's Letter of Credit—indicating number, date and place of issue—and the negotiating Bank must record the amount of each draft on the back of your advice.

The original set of documents must be sent by airmail direct to THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED, at SYDNEY by the drawee Bank. All remaining documents are to be sent to the same destination by seaml, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a certificate from the negotiating Bank that the original documents have been despatched as indicated above.

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED, hereby engages with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit, that such drafts shall meet with due honour upon presentation.

339

Countersigner.

draw on this

pro Manager.

The drawee Bank is authorised to draw on the Bank's Sydney Office account with First National City Bank, New York, certifying that all terms and conditions of the Credit have been complied with.

OTC C SYD 017
CBCOS AA20350/11

EXTRACT OF TELEGRAM DESPATCHED TO:

LT KANGIE (THE NIPPON KANGYO BANK LIMITED)
TAIPEI (TAIWAN CHINA)

20

Dated: 20th December, 1966

(Terms credit form three - sight)

(Insurance covered by buyers)

*In the
Supreme Court of
New South Wales
Exhibit P
Copy of extract
of telegram*

COGUP RAYMOND AND COMPANY LIMITED NUMBER 4 LANE 42 CHUNG SHAN NORTH
ROAD SECTION 2 TAIPEI 12008 YOU WETHOUSANDANDTHIRTYFIVE UNITED STATES
DOLLARS FOR SNAKE SKINS TAIWAN TO BE DESPATCHED BY AIRFREIGHT
FROM TAIWAN SYDNEY JALSARD TRADING CO PROHIBITED PERMITTED BLANK
BENEFICIARYS INSPECTION CERTIFICATE REQUIRED STOP FREIGHT IS
PAYABLE AT DESTINATION ALL CONSIGNMENT NOTES SHOWING GOODS CONSIGNEE
TO THIS BANK MARKED ACCOUNT JALSARD TRADING CO REQUIRED IN LIEU OF
BLADINGS STOP FOURTEENTH JANUARY DRAWEE STOP THE DRAWEE BANK IS
AUTHORISED TO DRAW ON THIS BANKS SYDNEY OFFICE ACCOUNT WITH FIRST
ATIONAL CITY BANK NEW YORK CERTIFYING THAT ALL TERMS AND CONDITIONS
OF THE CREDIT HAVE BEEN COMPLIED WITH STOP PLEASE ADVISE CREDIT
THROUGH FIRST NATIONAL CITY BANK TAIPEI ~~XXXXXX~~

PERPOSTAT

(0/seas.)

c/c \$ 18.65

COGUP 4 40 2 12008 FOB 1383)

THIRD LAST LINE EIGHTH TEXT SHLD READ ALL RPT ALL , TOV READ
CERTIFYING THAT ALL TERM AND CONDITIONS ETC

SENT ONE 5-15P DIME
OTC C SYD 017
CBCOS AA20350

340

THE NIPPON
KANGYO BANK
LIMITED

25

TAIPEI BRANCH

To: First National City Bank, Taipei:
You are kindly requested to advise
the beneficiary at your earliest
convenience

TAIPEI Dec. 1, 1966

BENEFICIARY

OUR ADVICE NO. E-K

20728

Raymond & Co., Ltd.
No. 1 Lane 4 Chung-shan North Rd.
Sec. 2, Taipei

In the
Supreme Court of
New South Wales

Exhibit N

Non-negotiable
copy from
Nippon, Kangyo
Bank

GENTLEMEN:

WE ACKNOWLEDGE RECEIPT OF YOUR TELEGRAPHIC

MESSAGE DATED Dec. 19, 1966

MAIL TO: The Commercial Bank of Australia Ltd., Head Office, Sydney, Australia
WE HAVE TRANSMITTED YOUR MESSAGE TO THE BENEFICIARY WITHOUT RESPONSIBILITY ON OUR PART AS FOLLOWS:—

BY ORDER OF

FOR ACCOUNT OF Jalsard Trading Co.

WE HAVE OPENED IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO. 12008

IN YOUR FAVOR UP TO AN AGGREGATE AMOUNT OF USD 1,035.-

SAY US\$ THOUSAND ONE HUNDRED FIFTY FIVE ONLY.

AVAILABLE AGAINST DRAFT(S) AT SIGHT ON THE NIPPON KANGYO BANK LTD., TAIPEI

FOR 100% INVOICE COST, WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

SIGNED COMMERCIAL INVOICE IN ~~ONE~~ COPIES INDICATING IMPORT LICENSE NO.

FULL SET OF CLEAN ON BOARD OCEAN BILLS OF LADING MADE OUT TO THE ORDER OF SHIPPER AND BLANK ENDORSED, MARKED "FREIGHT COLLECT/PAYABLE" NOTIFY BUYER. DATE NOT LATER THAN

Beneficiary's inspection certificate required. Certified Australian Custom Invoice
Freight is payable at Destination air consignment notes showing goods consigned to this
INSURANCE TO BE COVERED BY BUYER. Blank endorsed receipt Jalsard Trading Co. required in lieu of
EVIDENCING SHIPMENT OF

Snake skins ~~of~~ Origin to be despatched by airfreight

FROM Taiwan

TO Sydney Taiwan

PART SHIPMENTS ARE PERMITTED./PROHIBITED

TRANSHIPMENT IS PERMITTED./PROHIBITED

THIS CREDIT IS VALID UNTIL

Jan 14, 1967

FOR PRESENTATION FOR NEGOTIATION.

at N. B. Taipei

EACH DRAFT DRAWN UNDER THIS CREDIT MUST BE MARKED "DRAWN UNDER LETTER OF CREDIT OF The Commercial Bank of Australia Ltd., Head Office" QUOTING CREDIT NUMBER AND ISSUING DATE.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFT WILL BE DULY HONORED UPON DUE PRESENTATION TO THE DRAVEE.

THIS CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1962 REVISION), INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 222

AS THIS MESSAGE HAS BEEN ADVISED BY CABLE, WE RESERVE THE RIGHT TO MAKE SUCH CORRECTIONS AS MAY BE NECESSARY UPON RECEIPT OF THE MAIL ADVICE AND WE ASSUME NO RESPONSIBILITY FOR ANY ERRORS AND/OR OMISSIONS IN THE TRANSMISSION AND/OR TRANSLATION OF THE CABLE.

ALL DRAFTS NEGOTIATED UNDER THIS ADVICE ARE TO BE ACCOMPANIED BY THIS LETTER, AND THE AMOUNT OF ANY SUCH DRAFTS MUST BE ENDORSED ON THE BACK HEREOF BY THE NEGOTIATING BANK.

WE SHALL BE PLEASED TO BE OF FURTHER SERVICE TO YOU IN THIS CONNECTION AND SHALL APPRECIATE IT IF YOU WILL RETURN TO US THE ATTACHED RECEIPT DULY SIGNED.

The Drawee Bank is authorized to draw on this bank's Sydney office account with First National City Bank New York certifying that all terms and conditions of the credit have been complied with.

Advise through N.B.B.

YOURS VERY TRULY,

FOR THE NIPPON KANGYO BANK LTD.,

311

[Handwritten Signature]

AUTHORIZED SIGNATURE

BBW

RAYMOND & COMPANY, LTD.

18

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA
TEL: 4 4 7 9 8

*Exporters, Importers & Manufacturers,
Representatives*

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

* PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei.

INSPECTION CERTIFICATE

*In the
Supreme Court of
New South Wales*

Exhibit M

*Inspection
Certificate*

TO WHOM IT MAY CONCERN :

We have been inspected the undermentioned commodities and found
that it is in good conditions and suitable for export.

Buyer : Jalsard Trading Co., Sydney.

Commodity : Sweet Salt of Taiwan Origin.

Quantity : 500 pcs. in 1 case.

Name : ADDR.

RAYMOND & COMPANY, LTD.



Managing Director



IRREVOCABLE DOCUMENTARY LETTER OF CREDIT OPENED THROUGH OVERSEAS AGENT. - REQUISITION

DRAWINGS ON AGENTS OR LONDON OFFICE Form No. 3

Credit No. 3/2053 Office use only.

To: The Manager, THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED. (Hereinafter called "the Bank")

12.1. 1967

SYDNEY

AIRMAIL

79

We hereby request you to open on our account by... subject to Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure No. 222 authorising RAYMOND & COMPANY LTD. of BOX 3254, P.O., TAIPEI to draw on your Office Agents in... at... sight for any sum or sums not exceeding in all U.S. \$513. (FIVE HUNDRED AND THIRTEEN DOLLARS U.S.A.) purporting to cover invoice cost * F.O.B. of EASTER NOVELTIES despatched by air freight Taiwan origin, to be shipped on our account from SYDNEY

In the Supreme Court of New South Wales Exhibit R Application for documentary Letter of Credit

*Delete whichever is applicable.

*Delete whichever is applicable.

Partial shipments are not allowed. Transhipment is allowed.

The drafts must be accompanied by the following documents, each at least in duplicate:-

- Commercial Invoice(s). Certified Australian Customs Invoice(s). (Through Export Bills of Lading may be accepted for shipments from North American Continent) (Air Consignment Notes/Port Receipts, showing goods consigned to your bank marked Account Jalsard Trading Company acceptable in lieu of Bills of Lading) Acknowledgment of Despatch of Insurance and/or other documents

And the following additional documents (if any):-

Bills of Lading and/or Insurance documents containing only generic descriptions of the goods may be accepted. Additional instructions (if any):-

SEE OVER

Shipment(s) must be made and drafts drawn and negotiated not later than 20th February, 1967 Sydney

The original set of documents must be sent by airmail direct to your Bank at Sydney by the negotiating drawee Bank. All remaining documents are to be sent to the same destination by sea mail, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a Certificate from the negotiating Bank that the original documents have been despatched as indicated above.

- In consideration of the Bank establishing this credit we hereby agree with the Bank as follows: - A. Neither the Bank, the drawees nor the servants or agents of either shall be under any liability in respect of loss or damage arising or resulting: (i) from any error, omission or delay in the transmission or delivery or decoding of any message (whether literal or in cypher) by mail, cable, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate howsoever such error, omission or delay shall have arisen or been caused. (ii) from any fault, error or mistake as to the quantity, quality, nature, value, shipment or delivery of the goods or as to the amount of the shippers' charges thereon or therefor or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document. B. To pay to the Bank at Sydney on demand (i) the Australian currency equivalent of payments made or drafts accepted by the Bank under or in intended or purported compliance with the credit or this requisition at the rate of exchange current at date of demand, or at the option of the Bank (exercisable by notice in writing to us on or at any time after the making of the demand and prior to payment) at the rate of exchange current on the day of the exercise of the option together with Bank interest for any period by which the date of payment by the Bank (whether or not they are the drawees) precedes the date of our payment to the Bank, and, (ii) a commission of 1/2 per cent. on the amount of the Credit and, (iii) all usual Bank charges. C. The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge for payment of all moneys payable by us to the Bank including all commission banking and other charges expense and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank. D. Immediately upon the Bank's request, to do and procure the doing of all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and/or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in and/or deliver the same to any purchaser from the Bank and/or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods. E. In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us sell, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amounts due or to become due under any Insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment. F. The Bank, its Agents, the Drawees and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient. G. To indemnify and hold the Bank, the Drawees and the servants and agents of the Bank and of the Drawees harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in relating claims by third parties) arising or resulting from the acceptance of drafts or any other act, matter or thing done or omitted to be done under or in intended or purported compliance with this request or with any letter of credit issued in consequence thereof. H. This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein. I. If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

*Delete "drawee" if drafts on Bank's London Office, otherwise delete "negotiating".

We hereby join in this requisition and guarantee payment of drawings under the Letter of Credit JALSARD PTY. LIMITED JALSARD TRADING COMPANY

Please Quote Import Licence Numbers Here

Yours faithfully, JALSARD TRADING COMPANY [Signature]

Handwritten marks and numbers at the bottom of the page.

Insurance to be cared for by buyer. Freight is payable at
~~destination. Please advise this credit~~ through First
National City Bank, 18 Kuan Chien Road, Taipei. Raymond
& Company Ltd. to certify on invoice that goods detailed
~~in Jalsard Trading Company's letter to them on 11 January~~
~~1967~~ shipped are in accordance with and conditions adhered
to as detailed in Jalsard Trading Company's letter to them
on 11 January 1967.

HCR. RSO
PAA
ACZ

PSO
HCR

344

JALSARD TRADING CO.

9TH FLOOR
66 KING STREET
SYDNEY, N.S.W.
AUSTRALIA

77

TELEPHONE 29 4355
PRIVATE 36 5990
CABLES "STARKY"
SYDNEY

R. D. DAVEY
MANAGING DIRECTOR
JALSARD PTY. LTD.

CORMA...
Jalsard Pty Ltd
9

S
A C

13 February 1967

*In the
Supreme Court of
New South Wales*

Exhibit S

*Letter from
Plaintiff to
Defendant*

The Manager,
Commercial Banking Company of Sydney Ltd.,
Head Office,
George Street,
SYDNEY.

Dear Sir,

re Letter of Credit No. 12053 to Raymond & Co.
Ltd., Box 3254, P.O., Taipei

We would appreciate you cancelling the
abovementioned Letter of Credit U.S. \$513 subject to the
consent of the beneficiary.

Yours faithfully,

Handwritten initials

Handwritten signature

R. D. Davey

Handwritten signature

H. C. Rowell

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IRREVOCABLE DOCUMENTARY LETTER OF CREDIT OPENED THROUGH OVERSEAS AGENT - REQUISITION

First National City Bank DRAWINGS ON AGENTS OR LONDON OFFICE

Form No. 3 Nairobi

Credit No. 3/12/113 Office use only.

To: The Manager, THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED. (Hereinafter called "the Bank")

15 February 19 67

Sydney

SS

We hereby request you to open on our account by Air Mail (Cable or airmail) an irrevocable credit subject to Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure No. 222 authorising Raymond & Company Ltd.

of Box 3254 P.O., Taipei (Full name of beneficiary) to draw on your Office/Agents at Taipei - First National City Bank, New York (Full address) at sight for any sum or sums not exceeding in all US\$200 (Two hundred dollars U.S.A.) (Usance) (currency)

purporting to cover invoice cost * F.O.B. (Snakeskins ("Merchandise" or brief description of goods)

of Taiwan despatched by air freight Taiwan (Country) to Sydney (Port of destination) origin to be shipped on our account from Taiwan (Part or country of shipment)

Partial shipments are not allowed. Transhipment is allowed.

The drafts must be accompanied by the following documents, each at least in duplicate:

- Commercial Invoice(s). Certified Australian Customs Invoice(s). Full set of bills "On Board" or "Shipped" negotiable Bill of Lading to the order of Shipper and endorsed to your Bank or in blank. (Through Export Bills of Lading may be accepted for shipments from North American Countries Bank marked * (Air Consignment Notes/ Parcel Post Receipts, showing goods consigned to Account Jalsard Trading Company acceptable in lieu of Bills of Lading.) * Insurance Policies or Certificates issued by an insurance company or underwriters, endorsed in blank. * Acknowledgment of Declaration of Insurance under our open policy with

(Name of Company) And the following additional documents (if any):

Certificate of Inspection. Bills of Lading and/or Insurance documents containing only generic descriptions of the goods may be accepted. Additional instructions (if any): Insurance to be cared for by buyer, freight to be paid by buyer collect destination. Letter of Credit to be released upon Raymond & Company Ltd. Certificate of Inspection. Freight payable at destination.

Shipment(s) must be made and drafts drawn and negotiated not later than 8 March 1967.

The original set of documents must be sent by airmail direct to your Bank at Sydney by the negotiating, drawee Bank. All remaining documents are to be sent to the same destination by sea mail, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a Certificate from the negotiating Bank that the original documents have been despatched as indicated above.

- In consideration of the Bank establishing this credit we hereby agree with the Bank as follows: - A. Neither the Bank, the drawees nor the servants or agents of either shall be under any liability in respect of loss or damage arising or resulting: (i) from any error, omission or delay in the transmission or delivery or decoding of any message (whether literal or in cypher) by mail, cable, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate howsoever such error, omission or delay shall have arisen or been caused. (ii) from any fault, error or mistake as to the quantity, quality, nature, value, shipment or delivery of the goods, or as to the amount of the shippers' charges thereon or therefor or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document. B. To pay to the Bank at Sydney on demand (i) the Australian currency equivalent of payments made or drafts accepted by the Bank under or in intended or purported compliance with the credit or this requisition at the rate of exchange current at date of demand, or at the option of the Bank (exercisable by notice in writing to us on or at any time after the making of the demand and prior to payment) at the rate of exchange current on the day of the exercise of the option together with Bank interest for any period by which the date of payment by the Bank (whether or not they are the drawees) precedes the date of our payment to the Bank, and, (ii) a commission of one-quarter percent on the amount of the Credit and, (iii) all usual Bank charges. C. The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge for payment of all moneys payable by us to the Bank including all commission banking and other charges expenses and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank. D. Immediately upon the Bank's request, to do and procure the doing of all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and/or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in end or deliver the same to any purchaser from the Bank and/or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods. E. In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us sell, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amounts due or to become due under any Insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment. F. The Bank, its Agents, the Drawees and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient. G. To indemnify and hold the Bank, the Drawers and the servants and agents of the Bank and of the Drawees harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in resisting claims by third parties) arising or resulting from the acceptance of drafts or any other act, matter or thing done or omitted to be done under or in intended or purported compliance with this request or with any letter of credit issued in consequence thereof. H. This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein. I. If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

In the Supreme Court of New South Wales Exhibit T Application for Documentary Letter of Credit

*Delete whichever inapplicable.

*Delete whichever inapplicable.

*Delete "drawee" if drafts on Bank's London office, otherwise delete "negotiating".

Handwritten initials/signature.

100

Handwritten reference: Jc A/C 16-307

Yours faithfully, JALSARD TRADING COMPANY.

Handwritten signature: P. J. Jalsard

Please Quote Import Licence Numbers Here

Handwritten number in a circle: 346

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED

SYDNEY, 16th February, 1967. 51

New South Wales.

IRREVOCABLE CREDIT

No. 3/12113.

We hereby authorise RAYMOND & COMPANY LTD., BOX 3254, P.O., TAIPEI, TAIWAN.

to draw on First National City Bank, Taipei, Taiwan.

at _____ sight for any sum or sums not exceeding in all US\$200.00.

(Two hundred dollars. _____ U.S.A. currency)

purporting to cover invoice cost F.O.B./~~C.F.R.~~ of Snakeskins.

despatched by Air freight
of Taiwan origin, to be ~~despatched~~ from Taiwan to Sydney

for account of JALSARD TRADING COMPANY.

Partial shipments ~~are~~ allowed. Transhipment ~~is~~ allowed.

The draft(s) drawn under this credit must be accompanied by the following documents at least in duplicate:—

- Commercial Invoice(s).
- Certified Australian Customs Invoice(s).
- ~~PACKING SLIP(S) FOR THE GOODS TO BE SHIPPED~~
- ~~ORDER OF SHIPMENT AND SHIPPERS' RECEIPT~~
- ~~(INVOICE IN TWO COPIES TO BE ACCOMPANIED BY ORIGINALS OF THE AMERICAN CONSULAR)~~
- (Air Consignment Notes/~~PACKING SLIP(S)~~ showing goods consigned to this Bank marked Accounts, Jalsard Trading Company. acceptable in lieu of B/L's/Bill(s).)
- ~~Insurance Policy of Goods~~
- ~~Insurance Certificate of Goods~~
- ~~ACKNOWLEDGMENT OF RECEIPT BY BUYER'S OPEN~~

Subject to Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure No. 222.

COPY NOT NEGOTIABLE

and the following additional documents (if any):—
Certificate of Inspection.

Bills of Lading and/or Insurance documents containing only generic descriptions of the goods will be accepted.

Additional instructions (if any):—
Insurance cared for by buyer.
Freight is payable at destination.

Shipment(s) must be made and drafts drawn and negotiated not later than **8th March, 1967.**
Drafts must be enfaced with the number, date and place of issue of this credit and the negotiating Bank must record the amount of each draft on the back hereof.

The original set of documents must be sent by airmail direct to THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED, at SYDNEY by the Drawee Bank. All remaining documents are to be sent to the same destination by seamaile, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a certificate from the negotiating Bank that the original documents have been despatched as indicated above.

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED, hereby engages with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit, that such drafts shall meet with due honour upon presentation.

W. J. J. R.
Countersigner.

draw on this

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pro. Manager.

The draft(s) drawn on this credit have been complied with.

In the
Supreme Court of
New South Wales

Exhibit U

Confirmation of
irrevocable
Letter of Credit

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RAYMOND & COMPANY, LTD.

4. LANE 42, CHUNGSHAN
NORTH ROAD SECT. 11,
TAIPEI, TAIWAN, CHINA
TEL: 4 4 7 9 8
5 9 4 5 3

*Exporters, Importers & Manufacturers,
Representatives*

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei. March 8, 1967

Certificate of Inspection

In the
Supreme Court of
New South Wales

Exhibit V

Certificate of
Inspection
signed Raymond
& Co. Limited

TO WHOM IT MAY CONCERN :

RE : under The Commercial Banking Company of Sydney,
Limited, Sydney L/C No.3/12113 dated Feb. 16, 1967
covering shipment of 100 pcs. of Snake Skins
from Taipei to Sydney by Air Way on March 8, 1967

This is to certify that the undersigned has duly inspected
the above mentioned cargo at Taipei. and found that its quality
and packing are suitable to export standard as well as in good
conditions.

RAYMOND & COMPANY, LTD.

[Handwritten Signature]
.....
Managing Director

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AUSTRALIA AND NEW ZEALAND BANK LIMITED



Martin Place & George Street,
SYDNEY, N.S.V. AUSTRALIA.

FORM 3

28th March, 1967.

IRREVOCABLE LETTER OF CREDIT NO. B/7974 FOR \$A.1,950.00

In the
Supreme Court
New South Wales

Exhibit UU

Irrevocable
letter of credit
No. B7974

Jalsard Trading Company,
OF **66 King Street, Sydney.**
IS/ARE AUTHORIZED TO DRAW DRAFTS AT SIGHT ON
Australia and New Zealand Bank Limited, Martin Place & George Street, Sydney.
FOR SUMS NOT EXCEEDING IN THE AGGREGATE THE SUM OF **\$A.1,950.00**
(**One Thousand, Nine Hundred and Fifty Dollars**.....
Australian CURRENCY).

ALL DRAFTS DRAWN HEREUNDER MUST BE NEGOTIATED (OR PRESENTED TO THE DRAWEE BANK FOR ACCEPTANCE OR FOR PAYMENT) ON OR BEFORE THE EXPIRY DATE OF THIS CREDIT - VIZ.,
15th DAY OF **May** 19 **67**. AND MUST BE ACCOMPANIED BY:

- INVOICE(S)
- CERTIFIED CUSTOMS INVOICE(S)
- FULL SET OF CLEAN "ON BOARD" OR "SHIPPED" NEGOTIABLE BILLS OF LADING TO SHIPPER'S ORDER AND BLANK ENDORSED.
- * INSURANCE POLICY OR CERTIFICATE COVERING MARINE AND WAR RISKS FOR NOT LESS THAN THE "C.I.F." VALUE PLUS 10%.
- ~~* AGENDEMENT DE REASSURANCE~~
- ~~OF INSURANCE UNDER~~

* One complete set of documents at least to be airtailed immediately shipment is made to this office.

Indent No. S. 7140 approximately 200 dozen Taiwan Christmas Lights - EVIDENCING SHIPMENT OF **Battery Operated @ \$9.00 United States Currency per Dozen F.O.B. Taipei, plus commission @ \$1.00 Australian Currency per Dozen plus freight and insurance not exceeding \$120.00 Australian Currency.** Sydney on the first available ship. ON ACCOUNT OF **Gollin & Company Limited.**

PARTIAL SHIPMENTS **Permitted.** TRANSHIPMENT **Permitted provided under through Bill of Lading.**

Invoices to be converted to Australian Currency by the ruling U.S.\$ rate on date of negotiation.

SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1962 REVISION) INTERNATIONAL CHAMBER OF COMMERCE BROCHURE No. 222.

~~ONE COMPLETE SET OF DOCUMENTS AT LEAST TO BE AIRMAILED IMMEDIATELY SHIPMENT IS MADE TO THIS OFFICE.~~
~~AND A CERTIFICATE FROM THE ISSUING BANK TO THE EFFECT THAT THE DOCUMENTS HAVE BEEN SO SENT IS TO ACCOMPANY THE DRAFTS AND THE AMOUNTS OF SUCH DRAFTS TO THE BANK UNDER THESE TERMS.~~

ALL DRAFTS DRAWN UNDER THIS CREDIT ARE TO BE ENFACED "DRAWN UNDER AUSTRALIA AND NEW ZEALAND BANK LIMITED **Martin Place & George Street, Sydney, N.S.V.** CREDIT No. **B/7974** DATED **28th March, 1967**" AND THE AMOUNT OF SUCH DRAFTS ENDORSED ON THE REVERSE OF THIS CREDIT.

AUSTRALIA AND NEW ZEALAND BANK LIMITED ENGAGES WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF DRAFTS DRAWN UNDER THIS CREDIT THAT SUCH DRAFTS WILL BE HONoured ON DUE PRESENTATION TO THE DRAWEE BANK PROVIDED ALL THE TERMS OF THIS CREDIT ARE STRICTLY COMPLIED WITH.

..... ACCOUNTANT **Asst. MANAGER.**
214. **544.**

(*Delete as not required)
1122-8/65

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IRREVOCABLE DOCUMENTARY LETTER OF CREDIT OPENED THROUGH OVERSEAS AGENT. - REQUISITION DRAWINGS ON AGENTS OR LONDON OFFICE Form No. 3

Credit No. 3/12222 Office use only.

To: The Manager, THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED, (Hereinafter called "the Bank").

26th April, 1967

SIDNEY

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We hereby request you to open on our account by Airmail an irrevocable credit subject to Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure No. 222 authorising RAYMOND & COMPANY LTD., of Box 3254 P.O., TAIPEI, TAIWAN, to draw on your Office Agents in TAIPEI at sight for any sum or sums not exceeding in all US\$1,808.00. (One thousand, eight hundred and eight dollars, U.S.A. currency) purporting to cover invoice cost of 200 dozen Taiwan Christmas Lights battery operated @ \$8.50 U.S.A. currency per dozen P.O.B. of Taipei as per indent No. S7140 of Taiwan origin, to be shipped on our account from Taiwan to Sydney.

In the Supreme Court of New South Wales Exhibit W Application for Documentary Letter of Credit

*Delete whichever inapplicable.

off Nil
bank Nil
draw Nil
4/6 8/18/6
4/6

*Delete whichever inapplicable.

Partial shipments are allowed. Transhipment is allowed. provided on through Bills of Lading.

The drafts must be accompanied by the following documents, each at least in duplicate: Commercial Invoice(s), Certified Australian Customs Invoice(s), in the name of Gollin & Company Limited. Full set(s) clean "On Board" or "Shipped" negotiable Bills of Lading to the order of Shippers and endorsed in blank.

(Through Export Bills of Lading may be accepted for shipments from North American Continent.)

Insurance Policies or Certificates issued by an insurance company or underwriters, endorsed in blank. in same currency as credit covering Marine and War Risks for C.I.F. value of the shipment(s)

And the following additional documents (if any): - Copy of beneficiary's airmail letter addressed to Australia and New Zealand Bank Limited, Box 2520, G.P.O. Sydney, enclosing non-negotiable copies of all documents, forwarded immediately after shipment.

Additional instructions (if any): - Certified Australian Customs Invoice(s) to show separately freight and insurance charges.

Shipment(s) must be made and drafts drawn and negotiated not later than 15th May, 1967.

The original set of documents must be sent by airmail direct to your Bank at SYDNEY by the drawee Bank. All remaining documents are to be sent to the same destination by sea mail, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a Certificate from the negotiating Bank that the original documents have been despatched as indicated above.

A Neither the Bank, the drawees nor the servants or agents of either shall be under any liability in respect of loss or damage arising or resulting: (i) from any error, omission or delay in the transmission or delivery or decoding of any message (whether literal or in cypher) by mail, cable, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate howsoever such error, omission or delay shall have arisen or been caused. (ii) from any fault, error or mistake as to the quantity, quality, nature, value, shipment or delivery of the goods, or as to the amount of the shippers' charges thereon or therefor or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document.

B To pay to the Bank at on demand (i) the Australian currency equivalent of payments made or drafts accepted by the Bank under or in intended or purported compliance with the credit or this requisition at the rate of exchange current at date of demand, or at the option of the Bank (exercisable by notice in writing to us on or at any time after the making of the demand and prior to payment) at the rate of exchange current on the day of the exercise of the option together with Bank interest for any period by which the date of payment by the Bank (whether or not they are the drawees) precedes the date of our payment to the Bank, and, (ii) a commission of per cent. on the amount of the Credit and, (iii) all usual Bank charges

C The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge for payment of all moneys payable by us to the Bank including all commission banking and other charges expenses and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank

D Immediately upon the Bank's request, to do and procure the doing of all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and/or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in and/or deliver the same to any purchaser from the Bank and/or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods.

E In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us sell, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amounts due or to become due under any Insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment.

F The Bank, its Agents, the Drawees and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient.

G To indemnify and hold the Bank, the Drawees and the servants and agents of the Bank and of the Drawees harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in relating claims by third parties) arising or resulting from the acceptance of drafts or any other act, matter or thing done or omitted to be done under or in intended or purported compliance with this request or with any letter of credit issued in consequence thereof.

H This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein.

I If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

We hereby join in this requisition and guarantee payment of drawings under the Letter of Credit. JALSARD TRADING COMPANY

Signature of JALSARD TRADING COMPANY

4/6

Yours faithfully, JALSARD TRADING COMPANY R.D. Daver H.C. Powell

350

Please Quote Import Licence Numbers Here

AUSTRALIA AND NEW ZEALAND BANK LIMITED



Martin Place & George Street,
SYDNEY, N.S.W. AUSTRALIA.

FORM 3

1st May, 1967.

IRREVOCABLE LETTER OF CREDIT NO. B/7982 FOR \$A.654.00

Jalcard Trading Company.

OF 66 King Street, Sydney, New South Wales, Australia.

IS/ARE AUTHORIZED TO DRAW DRAFTS AT _____ SIGHT ON

Australia and New Zealand Bank Limited, Martin Place & George Street, Sydney, N.S.W. Australia.

FOR SUMS NOT EXCEEDING IN THE AGGREGATE THE SUM OF \$A.654.00

(Six Hundred and Fifty Four Dollars...)

Australian CURRENCY).

ALL DRAFTS DRAWN HEREUNDER MUST BE NEGOTIATED (OR PRESENTED TO THE DRAWEE BANK FOR ACCEPTANCE OR FOR PAYMENT) ON OR BEFORE THE EXPIRY DATE OF THIS CREDIT, VIZ., 15th DAY OF June, 1967 AND MUST BE ACCOMPANIED BY:

- INVOICE(S)
- CERTIFIED CUSTOMS INVOICE(S)
- FULL SET OF CLEAN "ON BOARD" OR "SHIPPED" NEGOTIABLE BILLS OF LADING TO SHIPPER'S ORDER AND BLANK ENDORSED.
- * ~~COVERING MARINE AND WAR RISKS FOR NOT~~
- * ACKNOWLEDGEMENT OF DECLARATION LESS THAN THE "C.I.F." VALUE PLUS 10%.

OF INSURANCE UNDER Consignee's Open Policy with **W. Williams Assurance Co. Ltd.**, to be declared by **Raymond & Co. Ltd.** Taipei.

One complete set of documents to be airmailed to this Office immediately shipment is made.

Christmas Decorations, as per Indent No. S.7239 @ prices as per EVIDENCING SHIPMENT OF reverse United States Currency per dozen boxes F.O.B. Taipei.

TO Sydney, ON ACCOUNT OF **Gellin & Co. Limited.**

PARTIAL SHIPMENT Permitted. TRANSHIPMENT Permitted provided under through Bill of Lading.

as per reverse...

SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1962 REVISION) INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 222.

ALL DRAFTS DRAWN UNDER THIS CREDIT ARE TO BE ENFACED "DRAWN UNDER AUSTRALIA AND NEW ZEALAND BANK LIMITED, Martin Place & George Street, Sydney, N.S.W. CREDIT NO. B/7982. DATED 1st May, 1967." AND THE AMOUNT OF SUCH DRAFTS ENDORSED ON THE REVERSE OF THIS CREDIT.

AUSTRALIA AND NEW ZEALAND BANK LIMITED ENGAGES WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF DRAFTS DRAWN UNDER THIS CREDIT THAT SUCH DRAFTS WILL BE HONoured ON DUE PRESENTATION TO THE DRAWEE BANK PROVIDED ALL THE TERMS OF THIS CREDIT ARE STRICTLY COMPLIED WITH.

ACCOUNTANT
3663.

Asst. MANAGER.
544

(*Delete as not required)
122-8/65

In the
Supreme Court of
New South Wales

Exhibit TT

Copy irrevocable
letter of credit
No. B7982

Handwritten: NON NEGOTIABLE COPY

EVIDENCING SHIPMENT OF:

Christmas Decorations - Taiwan.

Specification
Indent S.7239

Item A - 20 dozen boxes 041-A Large Lantern Shaped @ U.S.\$3.70 per dozen boxes
Item B - 20 dozen boxes 042-A Large Ball Shaped @ U.S.\$4.15 per dozen boxes
Item C - 40 dozen boxes 041-C Small Lantern Shaped @ U.S.\$5.40 per dozen boxes
Item D - 40 dozen boxes 042-C Small Ball-Shaped @ U.S.\$5.40 per dozen boxes

Drafts may be negotiated with one set of documents, together with negotiating Bank's Certificate that remaining set will be produced if required when received from Overseas.

Invoices to be converted to Australian Currency by the ruling U.S.\$ rate on date of negotiation.

Discount Buyers Account.

In the
Supreme Court of
New South Wales

Exhibit TT (cont.)

Copy irrevocable
letter of credit
No. B7982

352

IRREVOCABLE DOCUMENTARY LETTER OF CREDIT OPENED THROUGH OVERSEAS AGENT - REQUISITION

DRAWINGS ON AGENTS OR LONDON OFFICE

Form No. 3

Credit No. 3/12242
Office use only.

9 MAY 1967

43

To: The Manager,
THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED,
(Hereinafter called "the Bank")

SYDNEY

AIR MAIL

We hereby request you to open on our account by Taiwan an irrevocable credit subject to Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure No. 222 authorising RAYMOND & COMPANY LTD. of Box 3254, P.O., Taipei, Taiwan to draw on your Office Agents in Taipei at U.S. \$643.00 sight for any sum or sums not exceeding in all Six Hundred and Forty three dollars U.S.A. currency) purporting to cover invoice cost FOUR C & F CIF of Taiwan as endorsed ("Merchandise" or brief description of goods) of Taiwan origin, to be shipped on our account from Taiwan to Sydney (Port of destination) (Port or country of shipment) Partial shipments are allowed. Transhipment is allowed. provided on through Bills of Lading The drafts must be accompanied by the following documents, each at least in duplicate: - Commercial Invoice(s). Certified Australian Customs Invoice(s). in the name of Gollin & Company Ltd. Full set(s) clean "On Board" or "Shipped" negotiable Bills of Lading to the order of Shippers and endorsed to your Bank or in blank. (Through Export Bills of Lading may be accepted for shipments from North American Continent.) BRITISH INSURANCE GROUP TOKYO (Name of Company) plus 10 per cent. And the following additional documents (if any): - Copy of beneficiary's airmail letter addressed to Australia and New Zealand Bank Limited, Box 2520, G.P.O., Sydney, enclosing non-negotiable copies of all documents forwarded immediately after shipment. Bills of Lading and/or Insurance documents containing only generic descriptions of the goods may be accepted. Additional instructions (if any): - Certified Australian Customs Invoice(s) to show separately freight and insurance charges

In the Supreme Court of New South Wales

Exhibit X

Application for Documentary Letter of Credit

*Delete whichever inapplicable

*Delete whichever inapplicable

Certificate of Inspection

*Delete "drawee" if drafts on Bank's London office, otherwise delete "negotiating"

We hereby join in this requisition and guarantee payment of drawings under the Letter of Credit.

JALSARD PTY. LTD.

JALSARD TRADING

- Shipment(s) must be made and drafts drawn and negotiated not later than 31st May 1967
- The original set of documents must be sent by airmail direct to your Bank at Sydney by the drawee Bank. All remaining documents are to be sent to the same destination by sea mail, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a Certificate from the negotiating Bank that the original documents have been despatched as indicated above.
- In consideration of the Bank establishing this credit we hereby agree with the Bank as follows: -
 - A. Neither the Bank, the drawees nor the servants or agents of either shall be under any liability in respect of loss or damage arising or resulting: -
 - (i) from any error, omission or delay in the transmission or delivery or decoding of any message (whether literal or in cypher) by mail, cable, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate howsoever such error, omission or delay shall have arisen or been caused.
 - (ii) from any fault, error or mistake as to the quantity, quality, nature, value, shipment or delivery of the goods, or as to the amount of the shippers' charges thereon or therefor or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document.
 - B. To pay to the Bank at on Demand
 - (i) the Australian currency equivalent of payments made or drafts accepted by the Bank under or in intended or purported compliance with the credit or this requisition at the rate of exchange current at date of demand, or at the option of the Bank (exercisable by notice in writing to us on or at any time after the making of the demand and prior to payment) at the rate of exchange current on the day of the exercise of the option together with Bank interest for any period by which the date of payment by the Bank (whether or not they are the drawees) precedes the date of our payment to the Bank, and,
 - (ii) a commission of percent on the amount of the Credit and,
 - (iii) all usual Bank charges
 - C. The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge for payment of all moneys payable by us to the Bank including all commission banking and other charges expenses and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank
 - D. Immediately upon the Bank's request, to do and procure the doing of all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and/or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in and/or deliver the same to any purchaser from the Bank and or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods.
 - E. In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us sell, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amounts due or to become due under any Insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment.
 - F. The Bank, its Agents, the Drawees and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient
 - G. To indemnify and hold the Bank, the Drawees and the servants and agents of the Bank and of the Drawees harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in resisting claims by third parties) arising or resulting from the acceptance of drafts or any other act, matter or thing done or omitted to be done under or in intended or purported compliance with this request or with any letter of credit issued in consequence thereof.
 - H. This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein.
 - I. If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

Please Quote Import Licence Numbers Here

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Yours faithfully, JALSARD TRADING

JALSARD TRADING COMPANY
NO. 3/12242.
9/5/1967.
US\$643.00.

EVIDENCING SHIPMENT OF:

X Christmas Decorations - Taiwan *as follows.*

Specification
Indent S.7239

as per Invoice No S 7239

Item A	-	20 dozen boxes	041-A Large Lantern Shaped	@	U.S.	\$3.70	per dozen boxes
Item B	-	20 dozen boxes	042-A Large Ball Shaped	@	U.S.	\$4.15	per dozen boxes
Item C	-	40 dozen boxes	041-C Small Lantern Shaped	@	U.S.	\$5.40	per dozen boxes
Item D	-	40 dozen boxes	042-C Small Ball Shaped	@	U.S.	\$5.40	per dozen boxes

~~Drafts may be negotiated with one set of documents, together with negotiating Bank's Certificate that remaining set will be produced if required when received from Overseas.~~

~~Invoices to be converted to Australian Currency by the ruling U.S.\$ rate on date of negotiation.~~

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED

SYDNEY, 9th May, 1967.
New South Wales.

IRREVOCABLE CREDIT
No. 3/12242.

We hereby authorise RAYMOND & COMPANY LTD., 101 3254, P.O. TAIPEI, TAIWAN.
to draw on First National City Bank, Taipei, Taiwan.
at _____ sight for any sum or sums not exceeding in all US\$43.00.

(Six hundred and forty-three dollars. _____ U.S.A. currency)
purporting to cover invoice cost ~~XXX/C.~~ & F./~~XXX~~ of As endorsed.

of Taiwan origin, to be shipped from Taiwan to Sydney

for account of RAYMOND & COMPANY.

Partial shipments ~~are~~ allowed. Transhipment ~~is~~ allowed. provided on through Bill of Lading.

The draft(s) drawn under this credit must be accompanied by the following documents at least in duplicate:—

Commercial Invoice(s). in the name of Collin & Company Ltd.

Certified Australian Customs Invoice(s). in the name of Collin & Company Ltd.
Full set(s) clean "On Board" or "Shipped" negotiable Bills of Lading to the order of Shippers and endorsed to this Bank or in blank.

(Through Export Bills of Lading will be accepted for shipments from North American Continent.)

~~XX~~
(Air Consignment Notes, Parcels Post Receipts, showing goods consigned

~~to~~ acceptable in lieu of Bills of Lading.)

~~Insurance Policies or Certificates issued by an insurance company of underwriters, endorsed in blank.~~

Acknowledgment of Declaration of Insurance under ~~Raymond & Company Ltd.~~

Company Ltd. Open Policy with Alliance Assurance Co. Ltd., through their agents, British Insurance Group

and the following additional documents (if any):— (Japan), Tokyo.

~~Certificate of Inspection.~~
Copy of Beneficiary's airmail letter addressed to Australia and New Zealand Bank Limited, Box 2520, G.P.O. Sydney, enclosing non-negotiable copies of all documents forwarded immediately after shipment.

Bills of Lading and/or Insurance documents containing only generic descriptions of the goods will be accepted.

Additional instructions (if any):—

Certified Australian Customs Invoice(s) to show separately F.O.B. value and freight charges.

Shipment(s) must be made and drafts drawn and negotiated not later than 31st May, 1967.

Drafts must be endorsed with the number, date and place of issue of this credit and the negotiating Bank must record the amount of each draft on the back hereof.

The original set of documents must be sent by airmail direct to THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED, at SYDNEY by the Drawee Bank. All remaining documents are to be sent to the same destination by seammil, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a certificate from the negotiating Bank that the original documents have been despatched as indicated above.

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED, hereby engages with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit, that such drafts shall meet with due honour upon presentation.

W. A. CARVAN

Countersigner.

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pro. Manager.

The drawee Bank is authorised to charge drawings to the Bank's Sydney Office account with their Office at Sydney.

In the
Supreme Court of
New South Wales
Exhibit Y
Confirmation of
Letter of Credit

PARTICULARS OF DRAWINGS

DATE NEGOTIATED	AMOUNT	BALANCE	BY WHOM NEGOTIATED
Christmas Decorations as follows:-			
	20 dozen boxes 041-A Large Lantern Shaped	@ \$3.70.	U.S. currency per dozen boxes.
	20 dozen boxes 042-A Large Ball Shaped	@ \$4.15.	U.S. currency per dozen boxes.
	40 dozen boxes 041-C Small Lantern Shaped	@ \$5.40.	U.S. currency per dozen boxes.
	40 dozen boxes 042-C Small Ball Shaped	@ \$5.40.	U.S. currency per dozen boxes.
as per Indent No. 57230.			

*Exhibit Y
 Continues*

JALSARD TRADING CO.

9TH FLOOR
66 KING STREET
SYDNEY, N.S.W.
AUSTRALIA

38

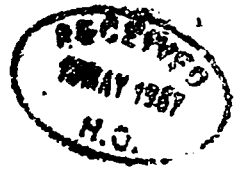
R. D. DAVEY
MANAGING DIRECTOR
JALSARD PTY. LTD.

TELEPHONE 29 4355
PRIVATE 57 5390
CABLES "STAR-KY"
SYDNEY

COBARR...
Jalsard M. C.B. Sydney
Z
Acc
ASSOCIATE

In the
Supreme Court of
New South Wales
Exhibit Z
Letter Plaintiff
to Defendant

11 May 1967



The Manager,
The Commercial Banking Co. of Sydney Ltd.,
Head Office,
George Street,
SYDNEY.

Attention Mr. George Carmen

Dear Sir,

Re Jalsard Trading Company

We refer to Mrs. Davey's telephone conversation with your Mr. Carmen regarding the extension of time for both letters of credit No.3/12222 and No. 3/12242 to 15 June 1967 and hereby authorise you to cable this information to the First National City Bank Tai Pei, Tai ~~Wong~~ *Wan*

Yours faithfully,

R.D. Davey
Per J.M. Logan

37

RAYMOND & COMPANY, LTD.

29

4, LANE 42, CHUNGSHAN
NORTH ROAD SECT. II,
TAIPEI, TAIWAN, CHINA

TEL. 4 4 7 9 8
5 9 4 5 3

*Exporters, Importers & Manufacturers,
Representatives*

**MAIL ADD: P. O. BOX 3254 TAIPEI
TAIWAN**

CABLE: "RAYMOND" TAIPEI
CODE USED: ACME

*PLEASE ADDRESS ALL
COMMUNICATION TO
OUR MAIL ADDRESS

Your Ref.

Our Ref.

Taipei, June 2, 1967.

CERTIFICATE OF INSPECTION

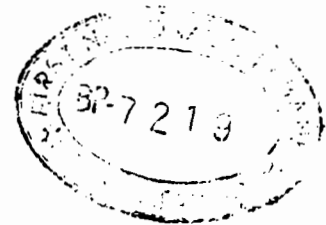
In the
Supreme Court of
New South Wales

Exhibit AA

Certificate of
Inspection

Buyer : JALSARD TRADING COMPANY.
 Commodity : 120 Dozen Boxes. of Christmas Decorations.
 Packing : 4 Cases.
 Weight : Net 403 Kgs. Gross 913 Kgs.
 Shipped on : June 2, 1967. per s.s. "BERGHE ALBION"
 from Keelung to Sydney.
 B/L No. Invoice No. 1354.

The undersigned and/or his assistants have duly inspected the above-mentioned cargo(es) and found same true and correct as indicated. The quality of the goods are found acceptable.



RAYMOND & COMPANY, LTD.

Managing Director
Managing Director

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IRREVOCABLE DOCUMENTARY LETTER OF CREDIT OPENED THROUGH OVERSEAS AGENT - REQUISITION

Credit No. 3/1234/ Office use only.

DRAWINGS ON AGENTS OR LONDON OFFICE

Form No. 3

COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED, (Hereinafter called "the Bank")

We hereby request you to open on our account by Sydney an irrevocable credit (Cable or airmail)

subject to Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure No. 222 authorising RAYMOND COMPANY LTD of Box 3254, P.O. TAIPEI, TAIWAN to draw on your Office Agents in TAIPEI, Taiwan through Commercial Union Bank, New York, sight for any sum or sums not exceeding all 100,000.00 (USANCE)

purporting to cover invoice cost F.O.B. 75 GROSS BATTERY OPERATED CHRISTMAS LIGHTS ROUND SHAPE AND 75 GROSS BATTERY OPERATED CHRISTMAS LIGHTS WANTED IN TAIWAN. (Origin, to be shipped on our account from TAIWAN (Country)) to SYDNEY (Port of destination) IN TWO SHIPMENTS AS FOLLOWS: 38 GROSS, EACH NOT LATER THAN 7/8/67 AND 37 GROSS, EACH NOT LATER THAN 1/9/67. Partial shipments allowed. Transhipment not allowed.

The drafts must be accompanied by the following documents, each at least in duplicate: - Commercial Invoice(s); Certified Australian Customs Invoice(s); Full set(s) clean "On Board" or "Shipped" negotiable Bills of Lading to the order of Shippers and endorsed to your Bank or in blank. (Through Export Bills of Lading may be accepted for shipments from North American Continent.)

Insurance Policies or Certificates issued by an insurance company or underwriters, endorsed in blank. Acknowledgment of Declaration of Insurance under open policy with GUIN COMPANY AND ALLIANCE ASSURANCE CO. LTD THROUGH THEIR AGENTS BRITISH INSURANCE GROUP (JAPAN) TOKYO. And the following additional documents (if any): - PACKING LIST, COST OF TELEGRAM

Bills of Lading and/or Insurance documents containing only generic descriptions of the goods may be accepted. Additional instructions (if any): - FREIGHT IS PAYABLE AT DESTINATION. BENEFICIARY TO CERTIFY ON INVOICES THAT EACH BOX CONTAINS TEN PILES AND THAT EACH EXPORT CASE CONTAINS 12 DOZEN BOXES. Shipments must be made and drafts drawn and negotiated not later than 15th SEPTEMBER 67.

The original set of documents must be sent by airmail direct to your Bank at SYDNEY by the negotiating/drawee Bank. All remaining documents are to be sent to the same destination by sea mail, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a Certificate from the negotiating Bank that the original documents have been despatched as indicated above. In consideration of the Bank establishing this credit we hereby agree with the Bank as follows: - A. Neither the Bank, the drawees nor the servants or agents of either shall be under any liability in respect of loss or damage arising or resulting: (i) from any error, omission or delay in the transmission or delivery or decoding of any message (whether literal or in cypher) by mail, cable, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate howsoever such error, omission or delay shall have arisen or been caused. (ii) from any fault, error or mistake as to the quantity, quality, nature, value, shipment or delivery of the goods, or as to the amount of the shippers' charges thereon or therefor or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document. B. To pay to the Bank at on demand (i) the Australian currency equivalent of payments made or drafts accepted by the Bank under or in intended or purported compliance with the credit or this requisition at the rate of exchange current at date of demand, or at the option of the Bank (exercisable by notice in writing to us on or at any time after the making of the demand and prior to payment) at the rate of exchange current on the day of the exercise of the option together with Bank interest for any period by which the date of payment by the Bank (whether or not they are the drawees) precedes the date of our payment to the Bank, and, (ii) a commission of per cent. on the amount of the Credit and, (iii) all usual Bank charges. C. The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge for payment of all moneys payable by us to the Bank including all commission banking and other charges expenses and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank. D. Immediately upon the Bank's request, to do and procure the doing of all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and/or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in and/or deliver the same to any purchaser from the Bank and/or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods. E. In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us call, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amount due or to become due under any Insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment. F. The Bank, its Agents, the Drawees and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient. G. To indemnify and hold the Bank, the Drawees and the servants and agents of the Bank and of the Drawees harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in resisting claims by third parties) arising or resulting from the acceptance of drafts or any other act, matter or thing done or omitted to be done under or in intended or purported compliance with this request or with any letter of credit issued in consequence thereof. H. This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein. I. If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

*Delete whichever inapplicable.

*Delete "drawee" if drafts on Bank's London Office.

We hereby join in this requisition and guarantee payment of drawings under the Letter of Credit.

JALSARD PTY. LTD.

Handwritten signature and initials.

Please Quote Import Licence Numbers Here

Yours faithfully, JALSARD TRADING COMPANY. Handwritten signature and initials.

In the Supreme Court of New South Wales Exhibit 1 Requisition for credit

Handwritten number 359 in a circle.

Please advise this credit through
First National City Bank, Taipei

✓✓

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED

SYDNEY, 12th July, 1967.
New South Wales.

To Nippon Kangyo Bank Limited,
TAIPEI,
Taiwan.

IRREVOCABLE CREDIT No. 3/12341.

In the
Supreme Court of
New South Wales
Exhibit AAA

Copy
confirmation of
Letter of Credit

Sirs,

We confirm our cablegram of to-day requesting you to inform **RAYMOND & COMPANY LTD.,**
BOX 3254, P.O. TAIPEI, TAIWAN.

that we have opened in his/their favour our irrevocable credit authorising him/them
to draw on Nippon Kangyo Bank Limited, Taipei, Taiwan.
at _____ sight for any sum or sums not exceeding in all **US\$10,920.00.**

(Sixteen thousand, nine hundred and twenty dollars, — U.S.A. currency)
purporting to cover invoice cost F.O.B./Gross/Ex-Griffe of 76 Gross boxes battery operated
Christmas Lights Round Shape and 75 Gross boxes battery operated
Christmas Lights Lantern Shape at \$9.40. U.S. currency per dozen boxes.

of Taiwan _____ origin, to be shipped from Taiwan _____ to Sydney in two
shipments as follows:— 38 Gross boxes each shipped not later than 7th
August, 1967 and 37 Gross boxes each shipped not later than 1st September
for account of

JALSARD TRADING COMPANY.

Transshipments ~~are~~ ^{is} allowed. Transshipment ~~is~~ ^{is not} allowed.

The draft(s) drawn under this credit must be accompanied by the following documents at least in duplicate:—

Subject to Uniform
Customs and
Practice for
Documentary Credits
(1962 Revision),
International
Chamber of
Commerce Brochure
No. 222.

✓ Commercial Invoice(s).

✓ Certified Australian Customs Invoice(s).

✓ Full set(s) clean "On Board" or "Shipped" negotiable Bills of Lading to the
order of Shippers and endorsed to this Bank or in blank.
(Through Export Bills of Lading will be accepted for shipments from North
American Continent.)

~~(Clean Consignment Notes/Parcels Post Receipts showing goods consigned
acceptable in lieu of Bills of Lading.)~~

~~Insurance Policies or Certificates issued by an
insurance company or underwriters, endorsed
in blank.~~

✓ Acknowledgment of Declaration of Insurance under

Buyer's Open Policy with Collin &
Company Ltd. Open Policy with Alliances

Assurance Co. Ltd. through their agents, British Insurance Group (Japan)
and the following additional documents (if any):— Tokyo. ☐

☐ in same currency as credit
covering Marine and War
Risks, for C.I.F. value of
the shipment(s) plus 10
per cent.

✓ Packing List.

Bills of Lading and/or Insurance documents containing only generic descriptions of the goods will be
accepted.

Additional instructions (if any):—

Freight is payable at destination.

Beneficiary to certify on invoices that each box contains ten pieces
and that each export case contains 12 dozen boxes. Continued...

Shipments must be made by drafts drawn and negotiated not later than 15th September, 67.

Drafts must denote that they are drawn under this Bank's Letter of Credit—indicating number, date and
place of issue—and the negotiating Bank must record the amount of each draft on the back of your advice.

The original set of documents must be sent by airmail direct to THE COMMERCIAL BANKING
COMPANY OF SYDNEY, LIMITED, at _____ SYDNEY _____ by the drawee _____ Bank. All
remaining documents are to be sent to the same destination by seairmail, except where drafts are on the Bank's
London Office in which case the remaining documents are to be attached to the draft together with a
certificate from the negotiating Bank that the original documents have been despatched as indicated above.

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED, hereby engages with the
drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this
credit, that such drafts shall meet with due honour upon presentation.

W. G. GARDNER
Countersigner.

draw on this

361

Manager.

The drawee Bank is authorised to debit the Bank's Sydney Office account with their
drawings First National City Bank, New York, certifying that all terms
and conditions of the Credit have been complied with.

66 King Street,
SYDNEY. N.S.W. 2000.

2nd August, 1967.

103

The Manager,
The Commercial Banking Co. of Sydney Ltd.,
SYDNEY. 2000.

In the
Supreme Court of
New South Wales

Exhibit 2

Letter Jalsard
Trading Company
and letter
Defendant to
Plaintiff

Dear Sir,

Re Documentary Letter of Credit No. 3/12341
for US\$16,920.00. in favour of Raymond
& Company Ltd.

Please amend this Letter of Credit as follows:-

Delete: "To be shipped from Taiwan to Sydney as follows: 38 gross boxes each shape not later than 7th August, 1967 and 37 gross boxes each shape not later than 1st September, 1967."

Substitute: "To be shipped from Taiwan to Sydney as follows: not less than 38 gross boxes each shape not later than 10th September, 1967 balance each shape not later than 5th October, 1967."

Extend expiry date to 15th October, 1967.

Additional document required.

Certificate of Inspection.

Please add the following clause:-

"Beneficiary is to forward non negotiable copies of all documents by airmail direct to Gollin and Company Ltd., 50 Clarence Street, Sydney and must certify on invoices that this has been done".

All your charges to be debited to our account.

Yours faithfully,

We hereby join in this amendment request and guarantee payment of drawings under the relative Letter of Credit.

DK

Attest
Jalsard
Trading Company
1967
L.C.

362

102

3rd August, 1967.

341

OVERSEAS
WGC:MR

The Secretary,
Jalsard Trading Company,
66 King Street,
SYDNEY. N.S.W. 2000.

MACFARLANE J.
MARKED 14
FOR IDENTIFICATION

In the
Supreme Court of
New South Wales

Exhibit 2

Letter Jalsard
Trading Company
and letter
Defendant to
Plaintiff

Dear Sir,

Documentary Letter of Credit No. 3/12341. for
US\$16,920.00. in favour of Raymond & Company
Ltd.

As requested in your letter of 2nd instant, we
have advised the Nippon Kangyo Bank Limited, Taipei, Taiwan,
by airmail, that the abovementioned Letter of Credit has
been amended as follows:-

1. DELETED: "to be shipped from Taiwan to Sydney as
follows: 38 gross boxes each shape not later
than 7th August, 1967 and 37 gross boxes
each shape not later than 1st September, 1967."

SUBSTITUTED: "to be shipped from Taiwan to Sydney as
follows: not less than 38 gross boxes each
shape not later than 10th September, 1967
balance each shape not later than 5th October,
1967."

2. The expiry date has been extended to 15th October, 1967.

3. Additional documents required:-
"Certificate of Inspection."

4. The following clause has been added:-
"Beneficiary is to forward non negotiable copies of all
documents by airmail direct to Gollin and Company Ltd.,
50 Clarence Street, Sydney, and must certify on invoices
that this has been done."

We have debited your account \$1.00. (one dollar)
being our commission charge.

W. G. JARNAK

Yours faithfully,

pro. Manager.

363

23

CORRECTION
Jalsard P/c CBC Trading
18 M

307

ZZ

ACK

JTC:T118/67/WH.

4th August, 1967.

In the
Supreme Court of
New South Wales

Exhibit ZZ

Copy letter
Plaintiff to
Raymond & Co.

Raymond & Co.,
Box 3254,
TAIPEI, TAIWAN.

Dear Margie,

Further to my last letter....Thank you for your letter of July 25th. I find myself a little cross with Mr. Chen in view of the fact that his letter distinctly says: "...after a careful discussion with Mrs. Wu of the Raymond & Co. Ltd..." etc. etc.

I gather from your letter that indeed there has not been a careful discussion with you, and as for approving the L/C, I have no intention of so doing unless Raymond & Co. requests it. You know I prefer you to be the shipper, and you know I rely completely on you to inspect. Therefore, please tell Mr. Chen that the L/C remains in your favour.

Regarding Messrs. Austral-Neon Buyers Pty. Ltd., I want to warn you of one thing. I do not know them very well personally. I have had several approaches from one of their Directors, Mr. John Lovell, and I feel he is the kind of person, who is not dishonest, but neither is he 100% honest. I think he would promise big orders without being sure he could fill them. Maybe I am not being fair to him, but I would rather warn you, Margie, please be careful - and do not accept my introduction as a recommendation or a reference, for these people I certainly do not know.

Regarding Lucky Baby Knitwear: I have meant to tell you for a long time that the sample of the V-Neck Cardigan is very good for shape, but it is not good having little pieces of tape just behind each button. To make a neat finish, there must be a piece of tape running the full length of the inside of the cardigan on the button side, or these will certainly not be acceptable to me or to my buyer. In any case, I feel it is only fair to tell you and Lucky Baby, that I will not be going on with this knitwear, as obviously it has got very little to do with the line of business which Jalsard Trading Company is dealing

364

4th August, 1967. 308

Raymond & Co.

In the
Supreme Court of
New South Wales
Exhibit ZZ (cont.)

Copy letter
Plaintiff to
Raymond & Co.

in. But, of course, I will take delivery of this order as promised, subject to the one whole piece of tape.

You will be pleased to learn I had a meeting yesterday with one of the senior Directors of Gollin & Co., and I requested that certain allocations of money be made to me, and a certain degree of responsibility given to me to make decisions when I am in Taipei. This they are now discussing, and they have indicated they will be prepared to so do. To what extent, I do not know, but obviously they have faith in me and in you, and I should be able to place certain orders, and if necessary, pay for certain moulds whilst I am in Taipei.

I can only stay ten days, and there is quite a lot of work I want to do while I am there, so I am very happy to know both Jack and you will give me your time.

I CANNOT TELL YOU HOW IMPORTANT IT IS FOR SAMPLES OF THE CHRISTMAS TREE I SENT YOU OR SOMETHING SIMILAR TO IT, PLUS NEW IDEAS FOR CHRISTMAS LIGHTS TO BE READY FOR ME WHEN I ARRIVE, IF ILL SAVE SO MUCH TIME. I AM GIVING YOU THREE MORE IDEAS IN THIS LETTER, WHICH I WOULD ALSO LIKE TO SEE A ROUGH SAMPLE OF WHEN I ARRIVE. PLEASE ASK YIH YUAN TO HAVE THESE SAMPLES READY.

I know they have a big load with our order, but they must be prepared for an even bigger load next year, because after yesterday, I am convinced our order will be double or treble this year's order, plus the fact that we will want the Christmas Trees with batteries and the following ideas, if Yih Yuan can make them. The ideas are as follows:-

Little girls always love to play fairies....therefore we want a Fairy Crown that a little girl can put on her head, with a transparent plastic star in the front of it, with a small flashing globe inside, operated by a small battery attached at the back of the star. With this coronet, would go a Fairy Wand, on the end of which would be a small transparent star - also operated by a battery, with one flashing globe.

The other idea is a Miner's Helmet for boys...on the front of which would be a copy of the Davis Safety Lamp, with a flashing bulb, or possibly a non-flashing bulb, also with its own battery attached at the back. Do you know what a Miner's Helmet looks like? Otherwise, I shall send you a photograph of one. You may have to call in a plastic manufacturer for this item, as this helmet would probably need to be manufactured in plastic, and then handed to Yih Yuan for the safety lamp and battery to

...../3

365

4th August, 1967.

Raymond & Co.

309

*In the
Supreme Court of
New South Wales*

Exhibit ZZ (cont.)

*Copy letter
Plaintiff to
Raymond & Co.*

be attached to it. Gollin & Co. are very keen on these two ideas, so please do your best to have samples ready for me to see and a price quote.

A third idea is a transparent plastic Star with a flashing bulb in it, and a small battery attached to it with some type of clip, so that it can be clipped to the top of a Christmas Tree. This, we think, would look very attractive flashing on and off on the tree. I am enclosing a rough drawing of these ideas, but please forgive my drawing, as I am no artist!

I shall bring more 3-volt batteries with me, but I cannot get them at the moment, as Union Carbide are behind in their production. I suggest that regarding the Fairy Wand, it would be better if the handle were made in two sections - with one section fitting in the other, as otherwise the long handle would be very difficult to pack, and I suggest we use a simple packing of polythene containing both the Crown and the Wand. Likewise the polythene pack for the Miner's Helmet. I also suggest that the Fairy Coronet and wand could be made of some type of metal alloy, and would need to be silver. The miner's helmet, I think, could be made of plastic... and probably some bright colours. I suggest some colours that would be enjoyable for the children.

Your Customs Invoices for our Lights and Decorations gave the exact freight charges as being the amount we had allowed for freight. Is this correct... or do you simply show it in this manner in order to clear the L/C? If so, for costing purposes, could you please let me have by mail exact freight charges for the Lights and the Christmas Decorations, so I can tell Gollin & Co.
THIS IS VERY IMPORTANT.

I look forward to seeing you very soon now. I shall send you a sample of the Puzzle to give you an idea of what quality we want. We are very anxious for you to develop this commodity for us, but the puzzle-maker will have to get a lower price, otherwise it is useless.

I am also going to send you by mail a game - or a piece of a game - to see whether you think the puzzle-maker could produce this for me. It is simply a series of cardboard sections with cuts in each corner so that one piece fits into the other, and the children can both create houses or any type of design they like with these cardboard pieces. There are 28 in a pack. They would need to be good quality, but much finer cardboard than you showed me in the puzzle you sent me as a sample. Do you think this can be done?

With best regards,
Sincerely,

ROBERT D.

366

IRREVOCABLE DOCUMENTARY LETTER OF CREDIT OPENED THROUGH OVERSEAS AGENT - REQUISITION

DRAWINGS ON AGENTS OR LONDON OFFICE Form No. 3

Credit No. 9/12-457 Office use only.

13 6th August 1967

To: The Manager, THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED, (Hereinafter called "the Bank").

SYDNEY

We hereby request you to open on our account by AIR MAIL (Cable or airmail) an irrevocable credit

subject to Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure No. 222 authorising RAYMOND AND CO (BOX 3254 TAIPEI TAIWAN)

of 5TH FLOOR 7 NANKING ROAD WEST TAIPEI TAIWAN to draw on

your Office/Agents in (FIRST NATIONAL CITY BANK TAIPEI TAIWAN) sight for any sum or sums not exceeding in all

(one thousand and eleven dollars and sixty cents U.S.A (1011.60 U.S.\$) currency)

purporting to cover invoice cost F.O.B. of DECORATIONS (Merchandise or brief description of goods)

of TAIWAN origin, to be shipped on our account from TAIPEI PORT not later than 1967

to SYDNEY (Port of destination) PROVIDED ON THROUGH BILLS OF LADING

Partial shipments are not allowed. Transhipment is not allowed. The drafts must be accompanied by the following documents, each at least in triplicate

Commercial Invoice(s) in the name of Gollin & Company Limited

Certified Australian Customs Invoice(s)

Full set of "On Board" or "Shipped" negotiable Bills of Lading to the order of Shippers and endorsed to your Bank or in blank.

(Through Export Bills of Lading may be accepted for shipments from North American Continent.)

(An Acknowledgment of Receipt of Goods is not required in the case of goods consigned to the order of the Bank or its agents.)

Insurance Policy or Certificate issued by an insurance company of good repute and endorsed in blank.

Acknowledgment of Declaration of Insurance under open policy with ALLIANCE ASSURANCE CO. LTD through their agents

And the following additional documents (if any): Certificate of Inspection plus 10 per cent.

Beneficiary to certify that export wooden cases contain goods as endorsed, also packing slip in triplicate.

Bills of Lading and/or Insurance documents containing only generic descriptions of the goods may be accepted.

Additional instructions (if any):

Freight payable at destination. Please show current domestic values in N.F. dollars on customs invoices. Non negotiable copies of all documents to be forwarded to Gollin and Co direct by airmail. must be 15th October 1967

The original set of documents must be sent by airmail direct to your Bank at Sydney by the negotiating drawee Bank. All remaining documents are to be sent to the same destination by sea mail, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a Certificate from the negotiating Bank that the original documents have been despatched as indicated above.

In consideration of the Bank establishing this credit we hereby agree with the Bank as follows: A. Neither the Bank, the drawers nor the servants or agents of either shall be under any liability in respect of loss or damage arising or resulting:

- (i) from any error, omission or delay in the transmission or delivery or decoding of any message (whether literal or in cypher) by mail, cable, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate howsoever such error, omission or delay shall have arisen or been caused.
(ii) from any fault, error or mistake as to the quantity, quality, nature, value, shipment or delivery of the goods, or as to the amount of the shippers' charges thereon or therefor or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document.

B. To pay to the Bank at on demand

- (i) the Australian currency equivalent of payments made or drafts accepted by the Bank under or in intended or purported compliance with the credit or this requisition at the rate of exchange current at date of demand, or at the option of the Bank (exercisable by notice in writing to us on or at any time after the making of the demand and prior to payment) at the rate of exchange current on the day of the exercise of the option together with Bank interest for any period by which the date of payment by the Bank (whether or not they are the drawees) precedes the date of our payment to the Bank, and,
(ii) a commission of per cent on the amount of the Credit and,
(iii) all usual Bank charges.

C. The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge for payment of all moneys payable by us to the Bank including all commission banking and other charges expenses and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank.

D. Immediately upon the Bank's request, to do and procure the doing of all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and/or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in and/or deliver the same to any purchaser from the Bank and/or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods.

E. In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us sell, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amounts due or to become due under any insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment.

F. The Bank, its Agents, the Drawees and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient.

G. To indemnify and hold the Bank, the Drawees and the servants and agents of the Bank and of the Drawees harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in resisting claims by third parties) arising or resulting from the acceptance of drafts or any other act, matter or thing done or omitted to be done under or in intended or purported compliance with this request or with any letter of credit issued in consequence thereof.

H. This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein.

I. If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

Yours faithfully, TALSARD TRADING COMPANY

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Please Quote Import Licence Numbers Here

913

Delete whichever inapplicable.

Delete whichever inapplicable.

Delete "drawee" if drafts on Bank's London office, otherwise delete "negotiating".

22-29

We hereby join in this requisition and guarantee payment of drawings under the Letter of Credit.

McRowley

In the Supreme Court of New South Wales

Exhibit BB

Application for Documentary Letter of Credit

JALSARD TRADING COMPANY

NO. 3/12457

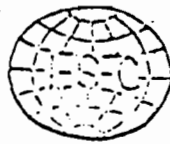
8/9/1967.

US\$1,011.60.

Xmas Decorations as Follows

- 6 Gross 041A in boxes of $\frac{1}{2}$ dozens. at U.S.\$ 3.70 per dozen
 - 6 Gross 041B in boxes of $\frac{1}{2}$ dozen at U.S. \$2.70 per dozen
 - 6 Gross 042A in boxes of $\frac{1}{2}$ dozen at U.S.\$ 4.15 per dozen
 - 6 Gross 042 C in boxes of $\frac{1}{2}$ dozen at U.S.\$ 2.70. per dozen
 - 2 Gross YH 003B in boxes of one per box. at U.S.\$ 2.40 per dozen
- ALL colours to be included equally in all orders

Survey Report



國際公證有限公司

International Surveyor Co.,

台北市漢口街一段八十巷十二號三樓

3rd Floor, 12, Lane 00, Han Kow

Street, Taipei, Taiwan

TEL: 64430

No. 200-27-01-0017

Date: 1967.10.17

In the
Supreme Court of
New South Wales

Exhibit CC

Copy of Survey
Report

This report is issued in good faith and to the best
of our knowledge and ability but without responsibility on our part.

COMMODITY: 20 Cases of Christmas Decorations.

SHIPPING MARK:

SHIPPING
MARK
C/NO. 1-20
MADE IN TAIWAN

SHIPPER: Raymond & Company Ltd., P.O. No. 3254, Taipei, Taiwan

CONSIGNEE: Messrs. Johnson Trading Company, Sydney, Australia

THIS IS TO CERTIFY THAT we, the undersigned Surveyor, at the
request of Messrs. Raymond & Company Ltd., Taipei, did proceed to Keelung Harbor,
Keelung from 1st through 3rd, Sept., 1967, for the purpose of checking
upon the quantity and condition of the above mentioned commodity and we report
as follows:-

PACKING: Each box contains ten pieces and each export case contains
12 dozen boxes, the packing is as stated above.

CONDITION: The cases were found to be in good condition for ocean transit.

INSPECTION: The contents are packed in carton box and wooden cases, secured
with a band under supervision by us, for checking the quantity and
condition of the contents, with the result as shown below:-

C/NO.	Description	Quantity	Remarks
1-40	Battery Operated Christmas Lights Round Shape 114 boxes per case 10 pcs. per box	400 dozen (40 gross)	The bulb located to keep distance each one piece, total 5 bulbs per box.
41-60	but Lantern Shape	400 dozen (40 gross)	- ditto -

Total: 20 cases - 40 gross - 400 dozen - 115,200 pieces

- REMARKS:
1. The commodity was loaded on s.s. "Tai Yuan" from Keelung to Sydney
 2. This survey report reflect our findings at time and place of inspection and not at time of loading.

***** E N D *****

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INTERNATIONAL SURVEYOR CO., LTD.

M A N A G E R

Survey Report



國際公證有限公司

International Surveyor Co.,

台北市漢口街一段八十巷十二號三樓

3rd Floor, 12, Lane 80, Han Kow

Street, Taipei, Taiwan

TEL: 64430

No. IBC-67-03-0117

Date: Sept., 4th, 1967

In the
Supreme Court of
New South Wales

Exhibit DD

Copy of Survey
Report

This report is issued in good faith and to the best of our knowledge and ability but without responsibility on our part.

COMMODITY: 80 Cases of Christmas Decorations.

SHIPPING MARKS:

J.T.C.
3/12361
SYDNEY
C/NO. 1-80
MADE IN TAIWAN

SHIPPER: Raymond & Company Ltd., P.O. No. 3254, Taipei, Taiwan

CONSIGNEE: Messrs. Jalsard Trading Company, Sydney, Australia

THIS IS TO CERTIFY THAT we, the undersigned Surveyor, at the request of Messrs. Raymond & Company Ltd., Taipei, did proceed at Keelung Harbour, Keelung from 1st through 3rd, Sept., 1967, for the purpose of checking upon the quantity and condition of the above mentioned commodity and we report as follows:-

PACKING: Each box contains ten pieces and that each export case contains 12 dozen boxes, the shipping marks as stated above.

CONDITION: The cases were found to be in good condition for ocean transit.

INSPECTION: The contents was packed in carton box and wooden cases, secured with 2 bands under supervised by us, for checking the quantity and condition of the contents, with the result as shown below:-

C/NO.	Description	Quantity	Remarks
1-40	Battery Operated Christmas Lights Round Shape 144 boxes per case 10 pcs. per box	480 dozen (40 gross)	The bulb located to keep distance each one piece, total 5 bulbs per box.
41-80	bat Lantern Shape	480 dozen (40 gross)	- ditto -

Total: 80 cases - 80 gross - 960 dozen - 115,200 pieces

REMARKS:

1. The commodity was loaded on s.s. "Tai Yuan" from Keelung to Sydney
2. This survey report reflect our findings at time and place of inspection and not at time of loading.

***** E N D *****

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INTERNATIONAL SURVEYOR CO., LTD.

MANAGER

RAYMOND & COMPANY, LTD.
TAIPEI, TAIWAN

MAIL ADDRESS:
P. O. BOX 3254 TAIPEI, TAIWAN
CABLE ADDRESS: "RAYMOND" TAIPEI
CODES USED: ACME
TELEPHONE: 4 4 7 9 8

PACKING LIST

MARKS

of

No.

Date **SEP 8 1967**

J T G
3/12341
SYDNEY
C/No. 1-20
MADE IN TAIWAN

In the
Supreme Court
New South Wales
Exhibit WW
Copy Packing
List

COMMODITY: 20 gross boxes of Xmas Light.
For account and risk of Messrs:
Jalberd Trading Co., Sydney.

Shipped per " S.S. STATIONER " from Keelung to Sydney

Case No.	Description	Quantity	Nett Wt.	Gross Wt.
1-40	40 gross boxes Battery operated Christmas Lights round Shape	480 dozen boxes	37 kgs x 40	55 kgs x 40
41-80	40 gross boxes Battery operated Christmas Lights Lantern Shape	480 dozen boxes	32 kgs x 40	48 kgs x 40
TOTAL: 80 Cases - 20 gross - 960 dozen boxes.			2,760 kgs	4,120 kgs.
~~~~~			~~~~~	~~~~~

No. 3/12341

Es: per case contains 12 dozen boxes.  
per box contains 10 pcs.

RAYMOND & COMPANY, LTD.

*[Signature]*  
Managing Director

168

430

RAYMOND & COMPANY, LTD.

TAIPEI, TAIWAN

MAIL ADDRESS:  
P.O. BOX 3254 TAIPEI, TAIWAN  
CABLE ADDRESS: "RAYMOND" TAIPEI  
CODES USED: ACME  
TELEPHONE: 4 4 7 9 8  
5 9 4 5 3

INVOICE

Sept. 8, 1967

No. ....

Taipei, .....

INVOICE of 960 doz. boxes X'mas Light

Shipped per s.s. "Taiyuan"

Sailing on or about Sept. 8th, 1967

from Keelung

Sydney, Australia

Jalsard Trading Co., Sydney.

For account and risk of Messrs.

In the  
Supreme Court of  
New South Wales

Exhibit YY

Commercial  
Invoice

L/C No. 3/12341

dated July 12th, 1967

issued by The Commercial Banking Co., of Sydney Ltd., Head Office, Sydney.

Export Licence No. ....

Bank Certificate No. ....

Marks & Numbers	Descriptions	Price	Amount
J T C 3/12341 SYDNEY C/No. 1-30 MADE IN TAIWAN	40 gross boxes Battery operated Christmas Lights round Shape. (1 gross=12 dozens boxes)	per doz. boxes. US\$9.40	F.O.B. KEELUNG US\$4,512.00
	20 gross boxes Battery operated Christmas Lights Lantern Shape. (1 gross=12 dozens boxes)	US\$9.40	US\$4,512.00 US\$9,024.00 XXXXXXXXXX

Remark: per case contains 12 dozen boxes.  
per box contains 10 pieces.

Say U.S. DOLLARS NINE THOUSAND TWENTY FOUR ONLY.

RAYMOND & COMPANY, LTD.

*[Signature]*  
.....  
..... Managing Director

F. & O. E.

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RAYMOND & COMPANY, LTD.  
 TAIPEI, TAIWAN

119  
 MAIL ADDRESS:  
 P. O. BOX 3254 TAIPEI, TAIWAN  
 CABLE ADDRESS: "RAYMOND" TAIPEI  
 CODES USED: ACME  
 TELEPHONE: 4 4 7 9 8

PACKING LIST

MARKS

of

No. ....

Oct. 4th, 1967

Date .....

J T C  
 3/12341  
 SYDNEY  
 C/No.1-70  
 MADE IN TAIWAN

In the  
 Supreme Court of  
 New South Wales  
 Exhibit VV  
 Packing List

COMMODITY: 70 Gross boxes of X'mas Light  
 For account and risk of Messrs:  
 Jalcord Trading Company, Sydney.

Shipped per " s.s. "GEORGE ANSON" Keelung Sydney  
 " from " to "

No.	Description	Quantity	Nett wt.	Gross.
1-35	35 gross boxes Battery operated Christmas Lights round Shape	420 doz. boxes	37 kgs x 35	55 kgs x 35
36-70	35 gross boxes Battery operated Christmas Lights Lantern Shape	420 "	32 kgs x 35	48 kgs x 35
TOTAL: 70 Cases - 70 Gross - 840 doz. boxes. vvvvvvvv vvvvvvvv vvvvvvvvvvvvvv			2,415 kgs vvvvvvvvvv	3,605 kgs vvvvvvvvvv

L/C No. 3/12341

REMARKS: per case contains 12 doz. boxes.  
 per box contains 10 pcs.

RAYMOND & COMPANY, LTD.

*[Handwritten Signature]*  
 Managing Director

E. & O. E.

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RAYMOND & COMPANY, LTD.  
TAIPEI, TAIWAN

118

MAIL ADDRESS:  
P.O. BOX 3254 TAIPEI, TAIWAN  
CABLE ADDRESS: "RAYMOND" TAIPEI  
CODES USED: ACME  
TELEPHONE: 4 4 7 9 8  
5 9 4 5 3

INVOICE

No. _____ Taipei, Oct. 4th, 1967

INVOICE of 840 Dozens Boxes of Christmas Decorations.

Shipped per s.s. "George Anson" Sailing on or about Oct. 3rd., 1967  
from Keelung, Taiwan to Sydney, Australia

For account and risk of Messrs. Jalsard Trading Company, Ltd., Sydney, Australia.

L/C No. 3/12341 dated July 12, 1967  
issued by The Commercial Bank'g Co., of Sydney Ltd., Head Office, Sydney

In the  
Supreme Court of  
New South Wales  
Exhibit XX  
Commercial  
Invoice

Export Licence No. _____ Bank Certificate No. _____

Marks & Numbers Descriptions Price Amount

Marks & Numbers	Descriptions	Price	Amount
<u>J T C</u> <u>3/12341</u> <u>SYDNEY</u> <u>C/No.1-70</u> <u>MADE IN TAIWAN</u>	<u>70 Cases of Christmas Decorations.</u>	<u>F.O.B. KEELUNG</u>	
	35 gross boxes Battery Operated Christmas light round shape	per doz. boxes US\$9.40	US\$3,948.00
	35 gross boxes Battery Operated Christmas light lantern shape	per doz. boxes US\$9.40	US\$3,948.00
	( 1 gross = 12 dozen boxes ) ( 1 box = 10 pieces )		

TOTAL: 70 Cases - 70 gross - 840 dozen boxes US\$7,896.00  
VVVVVVVVVV

Beneficiary is to forward non negotiable copies of  
all documents by airmail direct to Collin and Co.,  
Ltd., 50 Clarence St., Sydney.

RAYMOND & COMPANY, LTD.

*Jackson*  
Managing Director

E. & O. E.

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H

S 277 H.O.

JALSAARD PTY. LIMITED.

HEAD OFFICE SYDNEY

IN ACCOUNT CURRENT WITH

THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED

Cheques, etc., although passed to credit, are accepted for collection only, and will not be available till cleared.

Please examine this statement promptly and report any error. Kindly notify any change of address.

Table with columns: DATE, PARTICULARS, DEBIT, CREDIT, BALANCE. Includes entries for 29 SEP 67, 5 OCT 67, 11 OCT 67, 12 OCT 67, 18 OCT 67, 20 OCT 67, 20 OCT 67, 23 OCT 67, and a circled '375' at the bottom.

EXPLANATION OF ABBREVIATIONS USED

- C/B OR CB - CHEQUE BOOK
CTI - COMMONWEALTH TREASURY INTEREST
DEP .. DP - DEPOSIT
Div .. DV - DIVIDEND
D/S .. DS - DUTY STAMP
FEE OR FE - BANK FEE
GVT .. GV - GOVERNMENT
INT .. IN - INTEREST
P/P .. PP - PERIODICAL PAYMENT
P/N .. PN - PROMISSORY NOTE
TFR .. TF - TRANSFER

The last amount stated in this column is the balance of your account.

司公限有份股證公成和  
HO CHENG SURVEYOR CO., LTD.

INSPECTION CERTIFICATE

Export

186 Chung Hwa Road  
Taiwan, China  
37171 Cable: 1717

No. HC-67-010-102

1. Applicant **Raymond & Company, Ltd., Taipei**
2. Consigner or shipper **Yih Yuan Handicraft Co., Ltd., Taipei**
3. Consignee or recipient **Jalsard Trading Company, Sydney, Australia**
4. Cargo
  - a. Name **Christmas Decoration.**
  - b. Quantity **10 Cases**
  - c. Packing **Wooden case**
  - d. Mark
 

**J T C**  
**3/12457**  
**SIDNEY**  
**G/ED. 1/10**  
**MADE IN TAIWAN**
  - e. Total weight
  - f. Total measurement

In the  
Supreme Court  
New South Wales  
Exhibit  
Inspector  
Certificate  
Ho Chen  
Inspector

*Subsidiary*

ORIGINAL

5. Vessel
  - a. Name **SS. Sago Amber**
  - b. Arrive **Sydney, Australia, 2nd, 1967**
  - c. From **Sydney, Australia**
6. Survey
  - a. Date of survey **Sept. 28, 1967**
  - b. Place where held **At manufacturing factory**
  - c. Date of survey **Sept. 29 & Oct. 2nd, 1967**
7. Attachments
  - a. Detailed description as per sheet
  - b. Weight list
  - c. Certificate of analysis and/or
  - d. Others

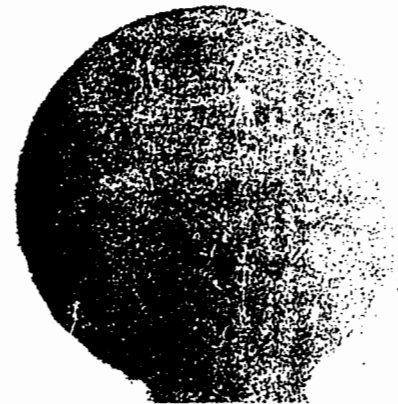
行銀 國泰  
 74265  
 信託部  
 台北  
 1967  
 10月2日  
 信託部  
 台北

*This report is issued in good faith and to the best of our knowledge and ability. In witness whereof, we have hereunto set our hands and seal this*

October 4, 1967

*[Handwritten Signature]*  
MANAGER

376



# HO CHENG SURVEYOR CO., LTD.

8

Address:  
4 Floor, No. 122, Chung Hwa Road  
Taipei, Taiwan, China  
TEL: 57171  
Cable: 1717

No. HC-67-010-05T

Page Full

In the  
Supreme Court of  
New South Wales  
Exhibit 3 (cont.)  
Inspection  
Certificate of  
Ho Cheng  
Surveyor Co.

THIS IS TO CERTIFY THAT we, the undersigned Surveyor, at the request of Messrs. Raymond & Co., Ltd., Taipei, did proceed at Keelung Harbour and at manufacturing factory on Sept. 29 & Oct. 2nd, 1967 for the purpose of checking upon the quantity and condition of the aforesaid sheet and we report as follows:-

PACKING: The commodity was packed in kraft paper carton and that each case contains two gross or four gross, the marks as stated aforesaid sheet.

SHIPPING MARKS:  
J T C  
3/12457  
SYDNEY  
C/NO. 1-10  
MADE IN TAIWAN

CONDITION: The cases were found to be in good condition for ocean transit.

INSPECTION: The contents was packed in carton and wooden case, secured with band under supervised by us, for checking the quantity and condition of the contents, with the result as shown below:-

<u>C/NO.</u>	<u>Description and Specification</u>	<u>Quantity</u>	<u>Total quantity</u>
1-3	041A Colour ball in satin	02 gross	6 gross
4-6	042A " " "	02 gross	6 gross
7	041C " " "	04 gross	4 gross
8	042C " " "	04 gross	4 gross
9	041C " " "	02 gross	2 gross
	042C " " "	02 gross	2 gross
10	003B Velvet Bauble	02 gross	2 gross

Total: 10 cases - 26 gross  
vvvvvvvvvvvvvvvvvvvvvv

REMARKS:

- The commodity was loaded on s.s. "George Anson" from Keelung to Sydney
- This survey report reflect our findings at time and place of inspection and not at time of loading.

***** E N D *****

HO CHENG SURVEYOR & CO., LTD.

(377)

*[Signature]*  
.....  
Chief Inspector

121

和成證股有限公司  
HO CHENG SURVEYOR CO., LTD.

INSPECTION CERTIFICATE

Export

Address:  
4 Floor, No. 186 Chung Hwa Road  
Taipei, Taiwan, China  
TEL: 37171 Cable: 1717

No. HC-67-010-04T

1. Applicant **Raymond & Company, Ltd., Taipei**
2. Consigner or shipper **Yih Yuan Handicraft Co., Ltd., Taipei**
3. Consignee or recipient **Messrs. Jalsard Trading Company, Sydney, Australia**
4. Cargo
  - a. Name **Christmas Decoration.**
  - b. Quantity **70 Cases**
  - c. Packing **Wooden case**
  - d. Mark 

J T C
3/12341
Sydney
C/No. 1-70
MADE IN TAIWAN
  - e. Total weight
  - f. Total measurement
5. Vessel
  - a. Name **s/s "George Anson"**
  - b. Arrive sailing on/about **Oct. 3rd, 1967**
  - c. From **Keelung** to **Sydney, Australia**
6. Survey
  - a. Date of application **Sept. 28, 1967**
  - b. Place survey held **At manufacturing factory**
  - c. Date of survey **Sept. 28 & Oct. 2nd, 1967**
7. Attachments
  - a. Detailed description **as per sheet**
  - b. Weight list
  - c. Certificate of analysis and/or testing
  - d. Others

*In the  
Supreme Court of  
New South Wales*

*Exhibit EE*

*Inspection  
Certificate  
purporting to  
have been given  
by Ho Cheng,  
Surveyor Co.  
Limited*

*This report is issued in good faith and to the best of our knowledge and ability. In witness whereof, we have hereunto set our hands and seal this*

OCTOBER 4, 1967

  
MANAGER

378

# HO CHENG SURVEYOR CO., LTD.

12a

186 Chung Hwa Road  
Keelung, Taiwan, China  
TEL: 37171  
Cable: 1717

In the  
Supreme Court of  
New South Wales  
Exhibit FF  
Document headed  
"Ho Cheng  
Survey Co.  
Limited"

No. HC-67-010-04T

Page Full

THIS IS TO CERTIFY THAT we, the undersigned Surveyor, at the request of Messrs. Raymond & Company Ltd., Taipei, did proceed at Keelung Harbour, Keelung on Dec. 1 through 3, 1967 for the purpose of checking upon the quantity and condition of the aforesaid sheet and we report as follows:-

**PACKING:** Each box contains ten pieces and that each export case contains 12 dozen boxes, the shipping marks as stated aforesaid.

**CONDITION:** The cases were found to be in good condition for ocean transit.

**SHIPPING MARK:**  
J T C  
3/12341  
SYDNEY  
C/NO. 1/70  
MADE IN TAIWAN

**INSPECTION:** The contents was packed in carton box and wooden cases, secured with 2 bands under supervised by us, for checking the quantity and condition of the contents, with the result as shown below:-

C/NO.	Description	Quantity	Remarks
1-35	Battery Operated Christmas lights round shape 144 boxes per case 10 pieces per box	420 doz (35 gross)	The bulb located to keep distance each one piece, total 5 bulbs per box.
36-70	but Lantern Shape	420 doz (35 gross)	- ditto -

Total: 70 cases - 70 gross - 840 dozen - 100,800 pieces  
VVVVVVVV VVVVVVVV VVVVVVVV VVVVVVVVVVVVV

**REMARKS:**  
1. The commodity was loaded on s.s. "George Anson" from Keelung to Sydney.  
2. This survey report reflect our findings at time and place of inspection and not at time of loading.

***** E N D *****

This report is issued in good faith and to the best of our knowledge and ability but without responsibility on our part.

HO CHENG SURVEYOR & CO., LTD.

379

  
.....  
Chief Inspector

185  
G  
*The Commercial Banking Company of Sydney Limited.*

(ESTABLISHED 1834)

436

POSTAL ADDRESS —  
BOX 2720, G.P.O.,  
SYDNEY.

343 GEORGE STREET

TELEPHONE: 2 - 0260  
Ext. 309 =

*Sydney*, 18th December, 1967.

PLEASE QUOTE IN REPLY  
OVERSEAS  
DB:JR

In the  
Supreme Court of  
New South Wales

Exhibit G

Letter Defendant  
to Secretary  
Jalsard Trading  
Company

The Secretary,  
Jalsard Trading Co.,  
26th Floor,  
Australia Square Building,  
SYDNEY. N.S.W. 2000.

For Attention: Mr. Hay.

Dear Sir,

Drawing for US\$7,896.00. under our Letter of  
Credit No. 3/12341 in favour of Raymond & Co.  
Ltd.

Documents relating to the above drawing were received  
at this Office and forwarded to you on 31st October, 1967,  
with the request that our agent bank be released from their  
guarantee in respect of the following discrepancy:-

"Acknowledgement of declaration of Insurance not  
presentation" (not presented).

Payment for this drawing was received by us on 1st  
November, 1967 but we did not appear to have received your  
authority to have the guarantee released.

As we have today received a telegram from the Overseas  
bank requesting a release of the guarantee, we have enclosed a  
form of release which we shall be pleased if you would sign at  
your earliest convenience and return to us.

Thanking you in anticipation,

Yours faithfully,

+ Approved by Hon. Davy 19.12.67  
per H.D.H.

*[Signature]*  
Pro Manager.

Release signed on this basis.

380

460 4,0

*The Commercial Banking Company of Sydney Limited.*

(ESTABLISHED 1834)

POSTAL ADDRESS —  
BOX 2720, G.P.O.,  
SYDNEY.

343 GEORGE STREET

TELEPHONE: 2 - 0260  
Ext. 341

*Sydney*, 21st December, 1967.

PLEASE QUOTE IN REPLY  
**OVERSEAS**  
WGC:MR

*In the  
Supreme Court of  
New South Wales*

*Exhibit J*

*Three letters  
between Jalsard  
Trading Company  
and Defendant*

The Secretary,  
Jalsard Pty. Limited,  
Level 26 Australia Square,  
SYDNEY. N.S.W. 2000.

Dear Sir,

In terms of your requisitions of 21st instant,  
we have established the undermentioned Letters of Credit:-

No. LD.752.                      Gollin & Co. Ltd.                      \$A4,286.52.

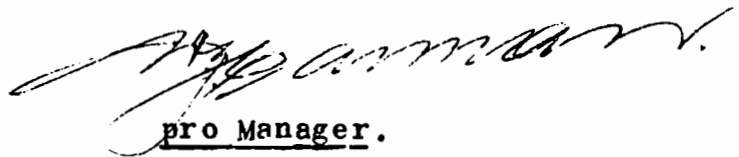
Expires: 27th January, 1968.

No. LD.753.                      Gollin & Co. Ltd.                      \$A5,069.70.

Expires: 27th January, 1968.

We have debited your account \$ 6.43. and \$7.60.  
being our commission charges.

Yours faithfully,

  
pro Manager.

381



JALSARD TRADING CO. 5

9TH FLOOR  
66 KING STREET  
SYDNEY. N.S.W.  
AUSTRALIA

411  
461

R. D. DAVEY  
MANAGING DIRECTOR  
JALSARD PTY. LTD.

TELEPHONE 29 4355  
PRIVATE 36 5990  
CABLES "STARKY"  
SYDNEY

190

3 January 1968

*In the  
Supreme Court of  
New South Wales*

*Exhibit J (cont.)*

*Three letters  
between Jalsard  
Trading Company  
and Defendant*

The Manager,  
Commercial Banking Company of Sydney Ltd.,  
Box 2720, G.P.O.,  
SYDNEY. 2001

Dear Sir,

Your Reference: Overseas WGC:MR

In your letter dated 21 December 1967 you advised that you had established Letters of Credit expiring 27 January 1968, as follows:-

No. L.D. 752	Gollin & Co. Ltd.	\$A4,286.52
No. L.D. 753	Gollin & Co. Ltd.	\$A5,069.70

We shall be glad if you will extend the expiry date of these Letters of Credit to 31 March 1968.

Yours faithfully,  
JALSARD PTY. LIMITED

*J. H. G.*

Director

382

462

*The Commercial Banking Company of Sydney Limited.*

(ESTABLISHED 1834)

POSTAL ADDRESS —  
BOX 2720, G.P.O.,  
SYDNEY.

343 GEORGE STREET

*Sydney*, 4th January, 1968.

TELEPHONE 2 - 0260  
5-541

PLEASE QUOTE IN REPLY  
**OVERSEAS**  
WGC:MR

In the  
Supreme Court of  
New South Wales  
Exhibit J (cont.)

Three letters  
between Jaber  
Trading Company  
and Defendant

The Secretary,  
Jalsard Pty. Limited,  
Level 26, Australia Square,  
George Street,  
SYDNEY, N.S.W. 2000.

Dear Sir,

Documentary Letters of Credit No. LD.752. for  
\$A4,286.52. and LD.753. for \$A5,069.70. both  
in favour of Gollin & Co. Ltd.

As requested in your letter of 3rd instant, we  
have advised The Australia and New Zealand Bank Limited, Sydney,  
that the duration of both the abovementioned Letters of Credit  
has been extended to 31st March, 1968.

Yours faithfully,

*[Handwritten Signature]*  
pro Manager.

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LOCAL DOCUMENTARY CREDIT REQUISITION

Form No. 4.

Credit No. AD 753  
Office use only.

To: The Manager,  
THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED,  
(Hereinafter called "the Bank")

21st December, 1967.

SYDNEY

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We hereby request you to open on our account by ..... an irrevocable credit subject to  
(Mail or telegraph)

Uniform Customs and Practice for Documentary Credits (1962 Revision), International Chamber of Commerce Brochure

No. 222 authorising GOLLIN & CO. LTD.,  
(Full name of beneficiary)

of 50 CLARENCE STREET, SYDNEY.  
(Full address)

to draw on us for any sum or sums not exceeding in all \$A5,069.70 (Five thousand, and  
sixty nine dollars and seventy cents, currency)

available by their drafts at ..... sight purporting to cover invoice cost F.O.B.  
(Usance)

of Toys  
("Merchandise" or brief description of goods)

of Hong Kong origin to be shipped on our account from Hong Kong  
(Country) (City or town of despatch)

to Sydney  
(Destination)

The drafts must be presented for negotiation not later than 27th January, 1968 and must be  
accompanied by the following documents relating thereto: -

Commercial Invoices  
Certified Australian Customs Invoice(s).

Full set clean On Board ~~negotiable~~ Negotiable Bills of Lading  
to order endorsed in blank.

* F.O.B.  
C.I.F., etc

* Shipped,  
railed, etc.

* Add other  
documents  
required.

*Can*

Additional instructions (if any): -

**Insurance cared for by buyer. Freight is payable at destination.  
Drafts may be negotiated accompanied by one set of documents  
together with negotiating bank's certificate that remaining set  
will be produced if required when received from overseas.**

In consideration of the Bank establishing this credit we hereby agree with the Bank as follows:-

- A. Neither the Bank nor its agents shall be under any liability in respect of loss or damage arising or resulting:-
  - (i) From any error, omission or delay in the transmission or delivery or decoding of any message (whether literal, in code or in cypher) by mail, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate howsoever such error, omission or delay shall have arisen or been caused.
  - (ii) From any fault, error or mistake as to the quantity, quality, nature, value, consignment or delivery of the goods, or as to the amount of the shippers', rail or carriers' charges thereon or therefor or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document.
- B. To accept on presentation and pay at maturity the drafts drawn under or in intended or purported compliance with the credit or this requisition together with:-
  - (i) Bank interest for any period by which the date of payment by the Bank precedes the date of our payment to the Bank and
  - (ii) a commission of ( )% on the amount of the credit, and
  - (iii) all usual Bank charges
 and so to do notwithstanding that for any reason whatsoever, any such draft or other documents herein mentioned shall not be genuine or shall be or become invalid or payment or recovery of any money thereunder or the performance of any contract thereby created or evidenced be or become delayed postponed or impossible. Further if we fail to accept any draft negotiated by the Bank or be excused from acceptance thereof on any ground whatsoever, we will pay to the Bank at the branch or office first above-mentioned on demand the amount paid by the Bank.
- C. The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge independent of and additional to any other security held by the Bank for payment of all moneys payable by us to the Bank including all commission banking and other charges expenses and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank.
- D. Immediately upon the Bank's request, to do, and procure the doing of, all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and/or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in and/or deliver the same to any purchaser from the Bank and/or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods.
- E. In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us sell, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amounts due or to become due under any Insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment.
- F. The Bank its Agents and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient.
- G. To indemnify and hold the Bank its servants and agents harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in resisting claims by third parties) arising or resulting from the negotiation of drafts or any other act, matter or thing done or omitted to be done in actual or in intended or purported compliance with this request and with any letter of credit issued in consequence thereof.
- H. This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein.
- I. If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

*n. 60*

Yours faithfully,

JALSARD PTY. LIMITED

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*RB Davis*  
*McRae*

(APPLICANT'S ADDRESS)

(SIGNATURE)

In the  
Supreme Court of  
New South Wales  
Exhibit GG  
Application for  
local documentary  
credit

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED

180

244 George Street

ESTABLISHED 1845

SYDNEY, 21st December, 1967.  
New South Wales.

ESTABLISHED

IRREVOCABLE CREDIT  
No. LD. 758.

We hereby authorise **GOLLIN & CO. LTD., 50 CLARENCE STREET, SYDNEY, N.S.W.**

to draw on **JALSARD PTY. LIMITED, Level 26 Australia Square, George Street, Sydney, N.S.W. 2000.**

at _____ sight for any sum or sums not exceeding in all **A\$5,069.70.** (Five

**thousand and sixty-nine dollars, seventy cents.** Australian currency)

purporting to cover invoice cost **P.O.B. of Toys.**

of **HONG KONG** origin, to be shipped _____ from **Hong Kong** — to **Sydney** —

for account of **JALSARD PTY. LIMITED.**

The draft(s) drawn under this credit must be accompanied by the following documents relating thereto:—

- Commercial Invoice(s).
- Certified Australian Customs Invoice(s).
- Full set clean "On Board" negotiable Bills of Lading to order endorsed in blank.

**COPY NOT NEGOTIABLE**

Additional instructions (if any):—

- Insurance cared for by buyer.
- Freight is payable at destination.
- Drafts may be negotiated accompanied by one set of documents together with negotiating bank's certificate that remaining set will be produced if required when received from overseas.

Drafts must be presented for negotiation not later than **27th January, 1968.** and forwarded to our **Head** _____ office/branch together with relative documents for **payment**.

Drafts must be enfaced with the number, date and place of issue of this credit and the negotiating Bank must record the amount of each draft on the back hereof.

THE COMMERCIAL BANKING COMPANY OF SYDNEY, LIMITED, hereby engages with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit, that such drafts shall meet with due honour upon presentation.

**G. G. CARMAN**

Countersigner.

**PRO. Manager.**

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In the  
Supreme Court  
New South Wales  
Exhibit Jd  
Confirmation  
Credit

IRREVOCABLE DOCUMENTARY LETTER OF CREDIT OPENED THROUGH OVERSEAS AGENT. - REQUISITION

*First National City Bank*  
DRAWINGS ON AGENTS OR LONDON OFFICE  
Form No. 3 *Jan 1967*

3/12053  
Credit No. 3/12053  
Office use only.

To: The Manager,  
THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED,  
(Hereinafter called "the Bank").

12 January 1967

83

SYDNEY AIRMAIL

We hereby request you to open on our account by AIRMAIL an irrevocable credit subject to Uniform Customs and Practice for Documentary Credits (1963 Revision), International Chamber of Commerce Brochure No. 222 authorising RAYMOND & COMPANY LTD. of Box 3254, P.O., TAIPEI your Office Agents in London at First National City Bank, New York sight for any sum or sums not exceeding in all U.S. \$513 (Five hundred and thirteen dollars U.S.A.)

H620.

*Delete whichever inapplicable.

purporting to cover invoice cost "F.O.B. Easter Novelties" despatched by air freight Taiwan origin, to be shipped on our account from Taiwan to Sydney

In the Supreme Court of New South Wales  
Exhibit MM

Requisition for Documentary Letter of Credit

Partial shipments are not allowed. Transhipment is allowed.

The drafts must be accompanied by the following documents, each at least in duplicate: -

- Commercial Invoice(s).
- Certified Australian Customs Invoice(s).
- your Bank or in blank (Through Export Bills of Lading may be accepted for shipments from North American Countries)
- "Air Consignment Notes/Receipts" showing goods consigned to your Bank marked
- Account Jalsard Trading Company acceptable in lieu of Bills of Lading
- Insurance Policies or Certificates issued by an insurance company or underwriters
- Statement of Declaration of Insurance under our own policy with

Held  
Arv.

3/16 H/c 6/4  
1297  
*Delete whichever applicable.

And the following additional documents (if any): - plus ..... per cent.

Bills of Lading and/or Insurance documents containing only generic descriptions of the goods may be accepted. Additional instructions (if any): -

SEE OVER

Shipment(s) must be made and drafts drawn and negotiated not later than 20 February 1967

The original set of documents must be sent by airmail direct to your Bank at Sydney by the drawee Bank. All remaining documents are to be sent to the same destination by sea mail, except where drafts are on the Bank's London Office in which case the remaining documents are to be attached to the draft together with a Certificate from the negotiating Bank that the original documents have been despatched as indicated above.

*Delete "drawee" if drafts on Bank's London office, otherwise let negotiating

- In consideration of the Bank establishing this credit we hereby agree with the Bank as follows: -
- A. Neither the Bank, the drawees nor the servants or agents of either shall be under any liability in respect of loss or damage arising or resulting:
  - (i) from any error, omission or delay in the transmission or delivery or decoding of any message (whether literal or in cypher) by mail, cable, telegraph or otherwise or in the interpretation of or compliance with any instruction or mandate however such error, omission or delay shall have arisen or been caused.
  - (ii) from any fault, error or mistake as to the quantity, quality, nature, value, shipment or delivery of the goods, or as to the amount of the shippers' charges thereon or thereof or as to the validity, enforceability, efficacy, sufficiency, genuineness or accuracy of any draft, invoice, bill of lading, insurance policy or certificate or other documents, or any endorsement or negotiation of or title to any such document.

- B To pay to the Bank at Sydney on demand
  - (i) the Australian currency equivalent of payments made or drafts accepted by the Bank under or in intended or purported compliance with the credit or this requisition at the rate of exchange current at date of demand, or at the option of the Bank (exercisable by notice in writing to us on or at any time after the making of the demand and prior to payment) at the rate of exchange current on the day of the exercise of the option together with Bank interest for any period by which the date of payment by the Bank (whether or not they are the drawees) precedes the date of our payment to the Bank, and,
  - (ii) a commission of 1/2 per cent on the amount of the Credit and,
  - (iii) all usual Bank charges.

C The Bank shall hold the above-mentioned documents and goods as a continuing security by way of pledge for payment of all moneys payable by us to the Bank including all commission banking and other charges expenses and interest and we will not do or omit or suffer to be done or omitted any act matter or thing which might prejudice the value or existence of the said security. We will pay to the Bank any moneys received by us under any insurance of the goods which moneys until so paid shall be held by us in trust for the Bank

D Immediately upon the Bank's request, to do and procure the doing of all such acts and to sign, endorse, execute and/or deliver, and to procure the signature, endorsement, execution and or delivery of, all such authorities, transfers, deeds and/or documents as the Bank may require in order to perfect its title to the goods and/or documents and/or to vest the same in and/or deliver the same to any purchaser from the Bank and or to recover any insurance moneys payable or paid in respect of loss of or damage to the goods.

E In the event of default being made by us in any of our obligations to the Bank the Bank may without notice to us sell, by public auction or private treaty, dispose of or otherwise deal with the goods or any of them (whether landed or not) as and when it may think fit and collect and give receipts for any amounts due or to become due under any Insurance Policy or Certificate and apply the proceeds first in or towards payment to the Bank of an amount equal to any charges and expenses made or incurred by the Bank in obtaining possession of, landing, storing, reconditioning and/or disposing of the goods and second in or towards payment of all or any moneys for the time being owing by us to the Bank or hereby agreed to be paid by us without prejudice to all or any of the Bank's rights against us or any other party and we will on demand pay to the Bank any deficiency with bank interest thereon until payment.

F The Bank, its Agents, the Drawees and each negotiating Bank are respectively authorised without reference to us and without being liable for any act or omission to give effect to this request in such manner as in its or their opinion may be most convenient or expedient.

G To indemnify and hold the Bank, the Drawees and the servants and agents of the Bank and of the Drawees harmless and free from liability in respect of all loss and damage (including costs and expenses incurred by any of them in resisting claims by third parties) arising or resulting from the acceptance of drafts or any other act, matter or thing done or omitted to be done under or in intended or purported compliance with this request or with any letter of credit issued in consequence thereof.

H This agreement shall continue in force notwithstanding any change in the constitution of any firm or company referred to herein.

I If this request is made by two or more parties, their obligations shall be joint and several. Throughout this document the singular number shall include the plural and vice versa.

4/c H/c 46-307

Yours faithfully,  
JALSARD TRADING COMPANY.

*[Signature]*  
*[Signature]*

Please Quote Import Licence Numbers Here

to be replaced by the usual bank  
...  
1-16

In the  
Supreme Court of  
New South Wales

Exhibit MM (cont.)

Requisition for  
Documentary  
Letter of Credit

*care for by Jalsard*  
Insurance ~~to be cared for by Raymond & Company Ltd.~~ and collect  
destination. Freight is payable at destination. Please advise  
This credit through First National City Bank, 18 Kuan Chien Road,  
Taipei. ~~Raymond & Company Ltd.~~ to certify on invoice that  
goods shipped are in accordance with and conditions adhered to  
as detailed in Jalsard Trading Company's letter to them on 11 January  
1967.

*Raymond & Company*

387

# GOLLIN & COMPANY LIMITED

INCORPORATED IN VICTORIA

40-50 CLARENCE STREET

SYDNEY  
CORPORATION NEW SOUTH WALES

Jalsard Trading Co. CBC  
11 MAR 1970

113

CODES USED:  
BENTLEY'S  
ACME

TELEGRAPHIC ADDRESS:  
"GOLLIN" SYDNEY

TELEPHONE:  
20257

BOX 549, G.P.O.  
TELEX NO. AA20-714

MELBOURNE  
SYDNEY  
ADELAIDE  
BRISBANE  
PERTH  
  
WELLINGTON  
AUCKLAND  
CHRISTCHURCH  
DUNEDIN  
  
LONDON  
TOKYO

OUR REF: GPR/NL

26th January, 1968.

QQ  
Ack  
ASSOCIATE

Messrs Jalsard Trading Co.,  
Level 26,  
Australia Square,  
SYDNEY, N.S.W. 2000.

Recd as  
of Jan 30/1/68

In the  
Supreme Court of  
New South Wales  
Exhibit QQ

Budle of  
documents  
including debit  
notes and credit  
claims received  
by Gollin & Co.  
together with a  
letter

Dear Sirs,

We attach our Debit Notes covering the faulty Battery operated Christmas Tree Lights and for costs of conducting tests on these.

As instructed, we have placed these lights in Rowans Bond and Free Stores, York Street North, Sydney, packed ready for shipment.

Attached are photostat copies of some of the correspondence and Credit requests received from our clients. These show only too clearly the damage done to the reputation of Taiwanese merchandise.

You asked if we would list for you the various faults found with these lights. Basically, all problems were caused by bad assembly, wires not properly soldered to terminals, plastic connector sections not glued to threaded brass contacts, split bulb holders, bulbs without wire contacts, bulbs with already burnt-out filaments.

During tests, a fault through careless assembly of practically every operation was found.

Undoubtedly, there will be further returns from our clients. As these reach a shipping container quantity we shall debit you and place them with Rowans Bond.

Upon advice of shipping arrangements application for refund of Import Duty will be made on your behalf and if successful, full amount credited to you.

Yours faithfully  
GOLLIN & CO. LTD.

G. P. RABBIDGE.  
Manager

388

TELEPHONE: 68-2491

G.P.O. BOX 1524

247-253 BROADWAY, SYDNEY

*Gollin & Co.* 28-12-1957

M

549-554 *St Johns Rd Ultimo*

T No 1008

CHARGE BACK

BY

GRIMLEY LIMITED

The following charge has been made against your account with us:

Reason for Return	as per your Invoice No.	Dated	
5	<i>St Johns Dept</i>	<i>2-16-57</i>	<i>\$ 10.80</i>
<i>St Johns</i>			

Kindly show the number of this Docket on your Credit Note

In the Supreme Court of New South Wales

Exhibit QQ (cont.)

Bundle of documents including debit notes and credit claims received by Gollin & Co. together with a letter



120  
371

23 NOV 19

19

93

*M. Gollin & Co. Ltd.*

On Account of

THIS ORDER NUMBER SHOULD BE QUOTED ON INVOICE.

Please Supply:-

*Please credit account*

*of X. Your debt & balance*

*which must not be paid properly*

*as per list of bill & the order*

*was always in account*

*which order completely*

I hereby certify that I/We are holders  
of Sales Tax Certificate No.

PUBLIC OFFICER

SIGNATURE

390

In the  
Supreme Court of  
New South Wales  
Exhibit QQ (cont.)

Bundle of  
documents  
including debit  
notes and credit  
claims received  
by Gollin & Co.  
together with  
letter

119  
~~370~~

SUPPLIER No 1803

M Gollin & Comp LTD.

40-50 CLARENCE ST.,  
SYDNEY.

Date 3.11.67 G200009

KINDLY CREDIT

**DAVID JONES (ADELAIDE) LIMITED**

44-55 RUNDLE STREET, ADELAIDE  
FOR THE REASON STATED BELOW

In the  
Supreme Court of  
New South Wales  
Exhibit QQ (cont.)

Bundle of  
documents  
including debit  
notes and credit  
claims received  
by Gollin & Co.  
together with a  
letter

Department				
11	POE			
	For Merchandise Manager.			
Period	File Number	Apron Number	Invoice Date	Invoice Number
G240		15910	23.10.67	99528

	Cost		Selling
	£s.		£s.
200 SETS OF LIGHTS.	2.60	520.00	4.25
+ 2 1/2% S/T.		13.00	
<u>Fancy Sets</u>		\$ 733.00	
Selling Price	3		

KINDLY PLACE THE ABOVE NUMBER ON THE FACE OF YOUR CREDIT NOTE WHEN YOU RENDER ONE.

6/67

391

118  
389

In the  
Supreme Court of  
New South Wales  
Exhibit QQ (cont.)

Bundle of  
documents  
including debit  
notes and credit  
claims received  
by Gollin & Co.  
together with a  
letter



MYER (TANDWORTH) LIMITED

Telephone: 391 TAMWORTH, N.S.W. P.O. Box 565

Supplier: *Gollin Co. At Archway*

Address: *Gollin Co. At Archway*

WE ARE DEBITING YOU WITH  
ADJUSTMENTS AS SHOWN BELOW

CLAIM NO. 10326

Dept. *Advertising*

Date: *30/10/67*

Your Invoice	Description	Quantity	Price	Amount
<i>1</i>	<i>Xmas shoe gifts with 2 v. Bell's</i>	<i>288</i>	<i>128</i>	<i>34.56</i>
				<i>4.32</i>

PLEASE FORWARD YOUR CREDIT NOTE FOR \$ *38.88*

REASON FOR CLAIM

*On September 27th we sent 288 xmas shoe gifts with 2 v. Bell's. When we received the goods we found 4 were missing. Please credit*

DEPARTMENT MANAGER

STORE MANAGER

382

116  
~~367~~

In the  
Supreme Court of  
New South Wales  
Exhibit QQ (cont.)

Bundle of  
documents  
including debit  
notes and credit  
claims received  
by Gollin & Co.  
together with a  
letter

ADDRESS ALL COMMUNICATIONS TO  THE SOCIETY — NOT INDIVIDUALS

PO Box 31



BRANCH:- 62 3755  
FRUIT PACKAGING HOUSE:- 62 6614

**THE PRODUCERS' CO-OPERATIVE DISTRIBUTING SOCIETY LTD.**

WHOLESALE DISTRIBUTORS OF FARM AND DAIRY PRODUCE. HEAD OFFICE: QUAY & VALENTINE STS., SYDNEY.

ORANGE

20th December, 1967.

Gollin & Co. Pty. Ltd.,  
Box 549 G.P.O.,  
SYDNEY. N.S.W. 2001

Dear Sir,

Attention Mr. Robbige.

We regret having to advise that the last consignment of Xmas Tree light sets were faulty and unfortunately were despatched to our clients before the fault was discovered.

When all lights are returned to us we shall return same to Sydney.

Yours faithfully,

For The Producers Co-operative Distributing Society Ltd.

BRANCH MANAGER

ALL QUOTATIONS SUBJECT TO DAILY MARKET FLUCTUATIONS

393

Bundle of documents including debit notes and credit claims received by Gollin & Co. together with a letter

TRAV. No.		DEPT.	
Spec.	Gen.		
12.			
REGN. No.			
DATE		15-1-67	
ADDRESS		Gollin & Co. Blancane Av. CITY	
Special Delivery Instructions		Change back Only	
QUANTITY	PRICE	1st. DISC.	2nd. DISC.
Whole No.	Fraction		
61	2.16		X
ITEMS		UNIT	
b.o. Lights		ONLY	
<del>FAULTY</del>			
<del>Q.M.</del>			
CUST. ORDER No. (& DEPT.)		S/TAX No.	
DELIVER PER		CHECKED	
DEPT. No.		DCT. No.	
SALES TAX CODE		DETAILS OF FREIGHT & CHARGES	
A=2 1/2% B=12 1/2% C=25%		F=Free X=Exempt	
DEPARTMENTAL No.		FROM	
FRANK & CO. LTD.			

11-19-67

Handwritten signature/initials

# Gollin & Company Limited

123  
374

RR

(INCORPORATED IN VICTORIA)

40-50 CLARENCE STREET, SYDNEY

G.P.O. Box 549  
Telephone: 2-0257

G 13668

AND AT—  
ELBOURNE, BRISBANE,  
ADELAIDE, PERTH,  
WELLINGTON, N.Z.,  
LONDON and TOKYO

JALSARD TRADING CO.  
LEVEL 26, AUSTRALIA SQUARE,  
PITT & GEORGE STS.,  
SYDNEY. 2000

TERMS Nettn30days

DELIVERY Ex Stock In the  
Supreme Court of  
New South Wales

Exhibit RR

TRAVELLER _____ Invoice from  
Gollin & Co. to  
Jalsard Trading  
Co. No. G13668

TE 30.1.68	ORDER No.	SALES TAX No.
------------	-----------	---------------

DESCRIPTION	QUANTITY	PRICE	AMOUNT
TAIWANESE BATTERY OPERATED CHRISTMAS TREE LIGHTS.	135-3/12 gross boxes	\$150.22 per gross.	\$20,317.25
Delivered to: Rowans Bond and Free Stores George St. North. SYDNEY.			

NO CLAIMS ALLOWED UNLESS MADE WITHIN 7 DAYS FROM DATE

395

# Gollin & Company Limited

SS

(INCORPORATED IN VICTORIA)

40-50 CLARENCE STREET, SYDNEY

G.P.O. Box 549  
Telephone: 2-0257

G 13669

AND AT—  
MELBOURNE, BRISBANE,  
ADELAIDE, PERTH,  
WELLINGTON, N.Z.,  
LONDON and TOKYO

JALSARD TRADING CO.

LEVEL 26, AUSTRALIA SQUARE,

PITT & GEORGE STS.,

SYDNEY. 2000

TERMS Nett 30 days

DELIVERY _____  
*In the Supreme Court of New South Wales*

TRAVELLER _____  
*Exhibit SS*  
*Invoice from Gollin & Co. to Jalsard Trading Co. No. G13669*

DATE	ORDER No.	SALES TAX No.	DESCRIPTION	QUANTITY	PRICE	AMOUNT
30.1.68			TO COST OF TESTING AND REPAIRING			
			130 GROSS BATTERY OPERATED TAIWANESE			
			CHRISTMAS TREE LIGHTS.			\$1,040. 0

NO CLAIMS ALLOWED UNLESS MADE WITHIN 7 DAYS FROM DATE

356

k - -

**JALSARD PTY. LIMITED**

(INCORPORATED IN AUSTRALIAN CAPITAL TERRITORY)

175

REGISTERED OFFICE (N.S.W.):

TRADING DIVISION:

LEVEL 26

TELEPHONE: 27-9451

JALSARD TRADING COMPANY

AUSTRALIA SQUARE  
SYDNEY, N.S.W., 2000

PRIVATE: 36-6620

CABLES: "STARKEY"  
SYDNEY

REF. ....

AUSTRALIA

DATE 21st February, 1968.

The Manager,  
The Commercial Banking Co. of  
Sydney Ltd.,  
Head Office,  
Sydney.

*In the  
Supreme Court of  
New South Wales*

*Exhibit K*

*Letter Plaintiff  
to Defendant and  
letter Messrs.  
Fell & Starkey  
to Defendant*

Attention Mr. Nicholas,  
Overseas Exchange Section.



Dear Sir,

Re: L/D 753 \$5,028.75 in favour of  
Gollin & Co. Ltd.

We wish to advise you to authorise the A.N.Z. Bank to  
release the reserve held in respect of the undermentioned dis-  
crepancies, namely:

- Absence of Bill of Lading
- Certified Custom's Invoices
- Charges added to F.O.B. price

We enclose a cheque for \$5,028.75 drawn on the account  
of Jalsard Pty. Limited and made payable to Jalsard Trading Co.,  
and should be glad if you will deposit such amount to credit of  
the account of Jalsard Trading Co.

Yours faithfully,

Director

397



# FELL & STARKEY

*Chartered Accountants*

170

RESIDENT PARTNERS

R. G. ALEXANDER    A. R. CHILES  
H. C. ROWELL        E. A. J. ROTHWELL  
H. E. LOTHINGER    A. MCCORQUODALE  
A. N. WANNAN        K. J. MORRISON  
F. J. THOMPSON      R. N. WILLIAMS  
D. T. CROFTS

ASSOCIATED WITH

WHINNEY, MURRAY & CO.  
WHINNEY, MURRAY, ERNST & ERNST  
OFFICES IN AUSTRALIA AND OVERSEAS

TELEPHONE 27-9451

TELEGRAMS & CABLES "AUDIT"

POSTAL ADDRESS:  
BOX 504, G.P.O., SYDNEY  
N.S.W., 2001

LEVEL 26, AUSTRALIA SQUARE  
SYDNEY

15th May, 1968

HCR.JAG

*In the  
Supreme Court of  
New South Wales*

*Exhibit K (cont.)*

*Letter Plaintiff  
to Defendant and  
letter Messrs.  
Fell & Starkey  
to Defendant*

The Manager,

Commercial Banking Company of Sydney  
Head Office,  
SYDNEY. N.S.W. 2000

Attention Mr. Nicholas  
Overseas Exchange Section.

Dear Sir,

Re Jalsard Pty. Limited

We enclose a cheque for \$1,320.94 on behalf of the abovenamed company  
in payment for a drawing under L/C 753 in favour of Gollin & Company.

Yours faithfully,

*Lee Starkey*

298

B 376592

# The Commercial Banking Company of Sydney Limited

HEAD OFFICE  
343 GEORGE STREET, SYDNEY

21-3-1968



PAY TO THE ORDER OF *TRADING COMPANY* OR BEARER

THE SUM OF *Five thousand two hundred and eighty eight dollars*

\$5028-75

46-289

*Robinson  
McRae*

B 428863

# The Commercial Banking Company of Sydney Limited

HEAD OFFICE  
343 GEORGE STREET, SYDNEY

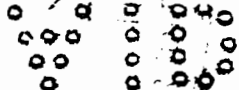
16th May 1968



PAY TO THE ORDER OF *The Commercial Banking Company of Sydney Ltd.* OR BEARER

THE SUM OF *Thirteen hundred and twenty dollars 94*

\$1320-94



*Robinson  
McRae*

399

In the  
Supreme Court of  
New South Wales

Exhibit KK

Bill of Exchange  
in the sum of  
\$5021.22 drawn  
on Gollin & Co.  
directed to  
Jalsard Trading  
Company

Drawn under the Commercial Banking Co. of Sydney Ltd. Irrevocable Letter of  
Credit LD 753.

\$5021.22 ✓



19th February

469 600

68

FIVE THOUSAND & TWENTYONE DOLLRS TWENTYTWO CENTS



Jalsard Trading Co.  
Australia Square  
Level 26,  
Sydney, N.S.W. 2000

*[Handwritten signature]*

400

In the  
Supreme Court  
New South Wales  
Exhibit LL  
Bill of Exchange  
in the sum of  
\$1319.94 draw  
by Gollin & Co

477 47

No.....

10th May 19 68

\$ 1319.94

A*N*Z BANK  
AUSTRALIAN CURRENCY

/D 05854

SIGHT OF THIS FIRST OF EXCHANGE

(SECOND OF THE TENOR AND DATE BEING UNPAID)

PAY TO THE ORDER OF AUSTRALIA AND NEW ZEALAND BANK LIMITED

THE SUM OF ONE THOUSAND THREE HUNDRED & NINETEEN DOLLARS NINETYFOUR CENTS

AUSTRALIAN CURRENCY

Drawn under Commercial Banking Co. of Sydney Ltd. Credit ID.753. dated 21/12/67

To Jalsard Trading Co.,  
Level 26,  
Australia Square,  
SYDNEY 2000

GOLLIN & COMPANY LIMITED

PER   
ASSISTANT ACCOUNTANT



7-12/66

401

In the  
Supreme Court of  
New South Wales  
Exhibit HH  
Credit No. 97593

S 251 Other Banks Warrant — To be used only for Collections and This Bank's Dividend

No 97593

DEBIT *[Handwritten Signature]* 19.....

To The Commercial Banking Company of Sydney Limited, Sydney

CREDIT the *Australian & New Zealand Bank Ltd*

for *MARTIN PLACE* Branch through the Daily Exchanges

for *P. R. Green's* *Yair* collection *5/175854*

with the sum of *one thousand three hundred & twenty dollars & 94*

For THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED, Head Office, Sydney

*[Handwritten Signature]*  
Countersigner.

*[Handwritten Signature]*  
Manager.

\$1320-94

402

160  
391

130  
*The Commercial Banking Company of Sydney Limited.*

(ESTABLISHED 1834)

POSTAL ADDRESS —  
BOX 2720, G.P.O.,  
SYDNEY.

343 GEORGE STREET

TELEPHONE: 2 - 0260  
Ext. 296

*Sydney*, 20th March, 1968

PLEASE QUOTE IN REPLY  
**OVERSEAS**  
RDW: LC

In the  
Supreme Court,  
New South Wales  
Exhibit NN  
Letter Defendan  
to Davey

CORAM: MACFARLANE, J.  
Jalsord P., CBC Sydney  
19 MAR 1968  
NN  
AOL  
A. J. J. J.

Mrs R. Davey,  
C/- Messrs Sly & Russell,  
A.N.Z. Bank building,  
68 Pitt Street,  
SYDNEY.  
2000

Dear Madam,

As arranged we quote hereunder definition of "Certificate of Inspection" as given in "Thomson's Dictionary of Banking" page 135:-

'CERTIFICATE OF INSPECTION. A shipping document vouching for the condition of perishable goods at the time of dispatch.'

Yours faithfully,

*M. Macfarlane*  
pro manager.

403

CORAM: MACFARLAN, J.

Jalsard Pty v CBC

9/3/70

EXHIBIT

OO

ACK

DELIVER

ASSOCIATE

10

June 13th

68.

60

26

*In the  
Supreme Court of  
New South Wales*

*Exhibit OO*

*Copy letter  
Messrs. Sly &  
Russell to  
General Manager  
of the Defendant*

The General Manager,  
The Commercial Banking Company  
of Sydney Limited,  
343 George Street,  
SYDNEY, N.S.W., 2000

Dear Sir,

Re: Jalsard Pty Limited.

We wish to advise that we act for Jalsard Pty Limited  
and for Mrs. Robyn Davey.

Jalsard Trading Pty Limited has instructed us to act  
on its behalf in the recovery of losses it has sustained.  
These losses were sustained because of the Company being  
sold faulty lights and decorations by Raymond & Company  
Limited of Taipei Taiwan.

Our client made an application to The Commercial  
Banking Company of Sydney Limited for the establishment  
of an irrevocable documentary letter of credit. This  
credit was established by the Bank and was numbered  
3/12341.

The documents required and listed in the application  
for the letter of credit were subsequently altered by the  
addition of a document named "Certificate of Inspection".  
We refer you to the Bank's letter addressed to the Secretary  
of Jalsard Trading Company which letter is dated the 3rd  
August 1967 and bears the reference 'Overseas - WGC.MR!.

The Christmas lights and decorations were subsequently  
landed in this country and sold by our client to Gollin &

.../2

404

The General Manager,  
The Commercial Banking Company of Sydney Limited June 13th 1968.

Company Limited which in turn sold the lights and decorations to various retail outlets. However it was not long before there were returns of the lights and decorations to Gollin & Company Limited. The retailers found that the goods were faulty and could not be sold and refused to accept deliveries.

When this occurred our client made enquiries and found that no Certificate of Inspection was ever received before payment was made to Raymond & Company Limited. Two Survey Certificates were received, one in respect of each shipment of goods, there being two shipments in all. These Survey Certificates are not Certificates of Inspection.

Our client maintains that if the proper Certificates of Inspection were received prior to payment being made to Raymond & Company Limited the goods would not have been sold in a faulty condition. Therefore our client has suffered a loss and this loss our client attributes to the failure to obtain the appropriate Certificates of Inspection as required. x

The full extent of our client's loss at this time cannot be calculated exactly but the loss at present amounts to \$18,411:54 which is made up as follows:-

Payment made in respect of the first shipment and interest which payment was made on or about the 9th October 1967	\$8158: 92
Payment made in November 1967	\$7123: 13
Loss of Commission on Sales	\$1284: 87
Cost of repairs	\$1040: 00
Legal Expenses	\$ 804: 62
	<u>\$18,411:54</u>

An attempt was made by Gollin & Company Limited to repair some of the lights and decorations but this proved unsuccessful. However our client has been invoiced by Gollin & Company Limited for the cost of the repairs carried out by that Company. The amount of the invoice is \$1040:00.



The General Manager,  
The Commercial Banking Company of Sydney Limited June 13th 1968.

-----

The sum of \$1284:87 represents the loss of commission which our client would have received had the lights and decorations not been faulty. The legal expenses represent the legal expenses incurred by our client in endeavouring to recover its losses.

Our client was obliged to pay Customs duty and this Customs duty amounts to a figure in excess of \$5,000:00. We do not yet know the exact figure paid and it therefore has not been included in the amount of the loss. Our client is seeking to obtain a draw back in respect of the Customs Duty but at the date of writing this letter no moneys have been received by our client from the Department of Customs. In the event of our client being unable to recover the Customs Duty paid by it, our client's loss will be increased by the amount of the duty not recovered.

*In the  
Supreme Court of  
New South Wales*  
Exhibit OO (cont.)

*Copy letter  
Messrs. Sly &  
Russell to  
General Manager  
of the Defendant*

There will also be an additional sum payable for bond charges, freight and cartage. Here again we are not aware of the exact amount. It is not expected that this will amount to more than \$500:00 and could be substantially less.

Quite apart from these losses our client has learnt that the Bank has overpaid without our client's authority an amount authorised by the local letter of credit numbered 753. The overpayment amounts to \$1278:99. We understand that payments were made by the Bank on the 21st February 1968 as to the sum of \$5069:70 and on the 10th May last as to the sum of \$1319:94 in respect of the letter of credit. The amount authorised by the letter of credit was \$5069:70.

At the time of writing this letter we do not know whether the sum of \$6348:67 has been debited to our client's account but if it has been debited then our client expects that its account will be credited with the sum of \$1278:99 forthwith.

The overpayment by the Bank not being authorised by our client, our client expects that the Bank bear the whole of this overpayment.

Our client asks that the Bank re-imburse it within fourteen days of the sum of \$13,411:54 and that it re-imburse it for any loss in customs draw back and for the freights and charges.

406

The General Manager,  
The Commercial Banking Company of Sydney Limited. June 13th 1968.

-----

*In the  
Supreme Court of  
New South Wales*

*Exhibit OO (cont.)*

In addition our client asks that the Bank accept  
all responsibility for the overpayment of £275:99.

*Copy letter  
Messrs. Sly &  
Russell to  
General Manager  
of the Defendant*

Yours truly,

407

*In the  
Supreme Court of  
New South Wales*

*Exhibit PP*

*Box of  
Christmas Lights*

EXHIBIT PP  
BOX OF CHRISTMAS LIGHTS

408

179333^x

B B.B

10  
MSE

20th June, 1968.

*In the  
Supreme Court of  
New South Wales*

*Exhibit BBB*

*Letters between  
Plaintiff's  
Solicitors and  
Defendant's  
Solicitors*

Messrs. Sly & Russell,  
Solicitors,  
68 Pitt Street,  
SYDNEY, 2000.

Dear Sirs,

re: Jalsard Pty. Limited

Your letter of the 13th instant addressed to The Commercial Banking Company of Sydney Limited has been referred to us.

While as at present advised it seems quite clear that there is no liability whatsoever on our client Bank, we are not in a position to give final advice until we have seen a complete set of the documents relating to both drawings on the Overseas Letter of Credit No. 3/12341.

You will appreciate that your client is entitled to these documents and has in fact collected them and we would be glad if you would make the originals or photostat copies thereof available to us.

As to the local Letters of Credit we would be glad if you would produce to us the invoices making up the drawings alleged to have been paid under local documentary credits numbered LD752 and LD753 as we have little doubt in this case that your client is under a misapprehension.

When these documents are received we hope to be in a position to advise you of the Bank's position and the basis on which it is clearly, in our view, not liable.

Yours truly,

(9)

Produce

**PARTNERS**  
 JOHN JARVIE WATLING  
 NOTARY PUBLIC  
 WALTER JOHN CHARLES FORSYTH  
 JOHN EBENEZER THOMSON  
 JOHN EKINS WAILES  
 SAMUEL MCHARG FITZSIMONS  
 ALBER, JAMES DE MONTFORT  
 DONALD GORDON HACKAY  
 BRIAN HENRY DAVIDSON  
 JOHN ASHTON BEARDOW  
 WARWICK MAX BRADNEY

**CONSULTANT**  
 HAROLD MORGAN - NOTARY PUBLIC

**ASSOCIATE**  
 JOHN FREDERICK WARBURTON

**SLY & RUSSELL**

SOLICITORS & NOTARIES

A.N.Z. BANK BUILDING  
68 PITT STREET, SYDNEY

ADDRESS ALL MAIL TO BOX 3872, G.P.O., SYDNEY, N.S.W., 2001

TELEPHONE:  
25 6721

TELEGRAPHIC & CABLE ADDRESS:  
"SLY"

283

WHEN REPLYING PLEASE QUOTE	10.
-------------------------------	-----

4th July, 19 68.

In the  
Supreme Court of  
New South Wales

---

Exhibit BBB  
(cont.)

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Letters between  
Plaintiff's  
Solicitors and  
Defendant's  
Solicitors

1968 JUL 5  
- 5 JUL 1968  
DIBBS C... & OS...  
FF

Messrs. Dibbs, Crowther & Osborne,  
Solicitors,  
Barrack House,  
16 Barrack Street,  
SYDNEY. 2000.

Dear Sirs,

re: Jalsard Trading Company and The  
Commercial Banking Company of  
Sydney Limited.

We are in receipt of your letter of the 20th June, 1968.

At the outset we must state that we do not seek your advice as to the Bank's position nor does our client wish to know your views as to the liability of the Bank.

You asked for a complete set of documents relating to Overseas Letter of Credit No. 3/12341. Please specify what documents you refer to. So far as we are aware the Bank holds the originals of these documents.

If there are copies of documents which you would like then our client may instruct us to make these available to you subject to payment of cost of copy.

We refer now to the local Letter of Credit No. LD753.

At the time of writing our letter of the 13th June, 1968, we were not aware as to whether the sum of \$6,348.67 was debited to our client's account. We have now received further information which discloses that on 21st February, 1968 a cheque for the sum of \$5,028.75 drawn on the account of Jalsard Pty. Limited and made

410

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payable to Jalsard Trading Company was forwarded to your client Bank and that this cheque was paid to the credit of Jalsard Trading Company. The sum of \$5,028.75 was debited to the account.

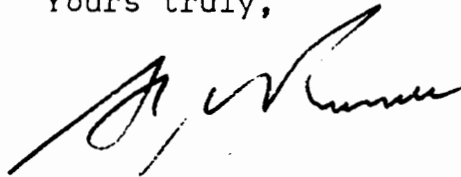
On the 15th May, 1968 a cheque for \$1,320.94 was forwarded to your client Bank.

In our letter of the 13th June, 1968 a time limit of fourteen days was fixed. Your client Bank has to date still not paid out our client.

We look forward to hearing from you.

Unless payment is made without delay proceedings will be instituted without further notice.

Yours truly,



*In the  
Supreme Court of  
New South Wales*

*Exhibit BBB  
(cont.)*

*Letters between  
Plaintiff's  
Solicitors and  
Defendant's  
Solicitor*



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179836

282

10  
MSE

8th July, 1968.

*In the  
Supreme Court of  
New South Wales*

*Exhibit BBB  
(cont.)*

*Letters between  
Plaintiff's  
Solicitors and  
Defendant's  
Solicitors*

Messrs. Sly & Russell,  
68 Pitt Street,  
SYDNEY, 2000.

Dear Sirs,

re: The Commercial Banking Company of  
Sydney Limited and Jalsard Trading  
Company

We acknowledge receipt of your letter of the 4th.

The second paragraph we find distasteful.

As to the Overseas Letter of Credit, we would point out to you that the customer is entitled to all copies of these documents and in fact your client has collected all copies from the Bank. It has no copies in its records at all, and we repeat our request that they be produced to us if you wish your client's claim to be investigated.

We cannot correspond further unless and until this is done.

Yours truly,

412

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MSE

16th August, 1968.

*In the  
Supreme Court of  
New South Wales*

*Exhibit BBB  
(cont.)*

*Letters between  
Plaintiff's  
Solicitors and  
Defendant's  
Solicitors*

Messrs. Sly & Russell,  
Solicitors,  
68 Pitt Street,  
SYDNEY. 2000.

Dear Sirs,

re: Jalsard Trading Company and  
The Commercial Banking Company  
of Sydney Limited

We acknowledge receipt of your letter of the 13th and enclose our cheque in your favour for \$3.50 copying charges. It is interesting reading the Bank's file when you were apparently preparing for litigation to consider the amount of photostats made available by our client to you.

Turning back now to your letter of 13th June, we find this inexplicable. In view of the documents produced we do not see how you can sustain the allegation that no certificate of inspection was received, as it is perfectly apparent that the survey certificates are certificates of inspection in terms of usage and factual content. It would be interesting to know what your client contends does fall within the description of a "certificate of inspection" and what information it would contain.

Accordingly we are instructed to deny liability on the basis that the Bank did in fact receive certificates of inspection as required by the instruction, notwithstanding the heading of the word "survey". In this regard we refer you to Article 31 of the Uniform Customs and Practice for Documentary Credits.

We further deny liability on the ground that the

414



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X

Messrs. Sly & Russell

271

the Bank's action, whether justified or not, was ratified by your client paying cheques to meet the drawings on the letters of credit at a time when it had either in fact, or in any event could have had, access to the relevant documents and noted any deficiency.

If your client intends to persist, we have instructions to accept service.

Yours truly,

*In the  
Supreme Court of  
New South Wales*

*Exhibit BBB  
(cont.)*

*Letters between  
Plaintiff's  
Solicitors and  
Defendant's  
Solicitors*

415

ADDRESS LETTERS TO  
BOX 2720, G.P.O.,  
SYDNEY

D

COPY

84

**THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED**

*Sydney* 4th October, 19 68.

The Secretary,  
Jalsard Trading Company,  
66 King Street,  
SYDNEY. N.S.W. 2000.

In the  
Supreme Court of  
New South Wales

Exhibit D

Copy letter  
sent Defendant  
to Plaintiff

Dear Sir,

**DOCUMENTARY CREDITS**

Kindly note we hold shipping documents for which please forward us your cheque for \$8,134.85. as soon as possible.

*for Draft(s), under Letter(s) of Credit or Cable Credit(s) as shown hereunder.*

DRAWER	CREDIT	VESSEL	AMOUNT
Raymond & Co. Ltd.	3/12341	"Taiyuan"	US\$9,024.00.
		# 1.1093	\$A8,134.85. =====
Plus interest at 6% from 22/9/67 to date of payment.			
Negotiating Bank has noted the following irregularity:-			
"Lack of presentation of acknowledgement of declaration of Insurance".			
Please advise us in writing to authorize our agents to release the guarantee held by them in respect of the abovementioned discrepancy.			
Covered under Forward Contract No. 9400 which expires 11th October, 1967.			

Yours faithfully,

J. COX.

Manager.

416

Letter Messrs.  
Fell & Starkey  
to Defendant and  
cheque in the  
sum of \$8158.92

90

# FELL & STARKEY

Chartered Accountants

RESIDENT PARTNERS  
R. G. ALEXANDER    A. R. CHILES  
H. C. ROWELL      E. A. J. ROTHWELL  
H. E. LOTHINGER    A. MCCORQUODALE  
A. N. WANNAN      K. J. MORRISON  
J. THOMPSON       R. N. WILLIAMS  
D. T. CROFTS

ASSOCIATED WITH  
WHINNEY, MURRAY & CO.  
WHINNEY, MURRAY, ERNST & ERNST  
OFFICES IN AUSTRALIA AND OVERSEAS

TELEPHONE 27-9451

TELEGRAMS AND CABLES "AUDIT"

POSTAL ADDRESS:  
BOX 504, G.P.O., SYDNEY  
N.S.W., 2001

LEVEL 26, AUSTRALIA SQUARE  
SYDNEY

9 October 1967

HCR:JH:J9

The Manager,  
Commercial Banking Company of Sydney Ltd.,  
Head Office,  
343 George Street,  
SYDNEY.

For Attention: Mr. Cox or Mr. Carmen  
(Overseas Exchange Section)

Dear Sir,

We refer to your Documentary Credits Notice dated 4 October 1967 regarding L/C 3/12341 for goods shipped to Jalsard Trading Company by Raymond & Co. per S.S. Taiyuan and enclose the Company's cheque for \$8,158.92 in respect of the following:

Amount payable per Notice	\$A.8,134.85
<u>Plus</u>	
Interest from 26 September 1967 to 9 October 1967 - 18 days @ 6% p.a.	<u>24.07</u>
	<u>\$A.8,158.92</u>

// We shall be pleased if you will deliver the relevant documents to the bearer of this letter.

As requested by your Notice dated 4 October 1967, we hereby request you to authorise your Agents to release the guarantee held by them in respect of "lack of presentation of acknowledgement of declaration of insurance".

Yours faithfully,

JALSARD TRADING COMPANY

*A.C. Rowan*

417

In the  
Supreme Court of  
New South Wales

Exhibit E (cont.)

Letter Messrs.  
Fell & Starkey  
to Defendant and  
cheque in the  
sum of \$8158.92

B 376562

# The Commercial Banking Company of Sydney Limited



HEAD OFFICE  
343 GEORGE STREET, SYDNEY

9 TH OCTOBER 19 1967

PAY THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED OR BEARER

THE SUM OF EIGHTY ONE HUNDRED AND FIFTY EIGHT -  
- DOLLARS 92

\$ 8158 - 92

46-289

*R. Davy*  
*A. Rowell*

418

CB. 297.

13122 *Jalsand Trading Co.*  
PLEASE SIGN AND RETURN

The Manager,  
The Commercial Banking Company of Sydney Limited,  
SYDNEY.

94

Dear Sir,

Your Ref. 13122

Drawing for US\$ 7896 under L/C 3/12341

Kindly advise your ~~London Office~~ ^{agent} to release the

- reserve  
 guarantee  
 indemnity

given by negotiating bank  
in respect of acknowledgement of Declaration of  
Insurance not presentation (not presented)

Yours faithfully,

*T. H. Rowell* +

419

ADDRESS LETTERS TO  
BOX 2720, G.P.O.,  
SYDNEY

F

COPY

85

**THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED**

*Sydney* 1st November, 1968.

The Secretary,  
Jalsard Trading Company,  
66 King Street,  
SYDNEY. N.S.W. 2000.

*In the  
Supreme Court of  
New South Wales*

*Exhibit F*

*Copy letter  
Defendant to  
Secretary of  
Jalsard Trading  
Company*

Dear Sir,

**DOCUMENTARY CREDITS**

Kindly note we hold shipping documents, for which please forward your cheques for \$7,123.13. and \$913.49.

for Draft(s), under Letter(s) of Credit or Cable Credit(s) as shown hereunder.

DRAWER	CREDIT	VESSEL	AMOUNT
Raymond & Company Ltd.	3/12341	"George Anson" @ 1.1085	US\$7,896.00. \$A7,123.13. =====
Covered by Forward Contract No. 9400. Plus interest at 6% from 17/10/67 to date of payment. Please advise us in writing to authorise our agents to release the reserve held by them in respect of the following discrepancy:- "Acknowledgement of declaration of Insurance not presented".			
Raymond & Company Ltd.	3/12457	"George Anson" @ 1.1074	US\$1,011.60. \$A913.49. =====
Negotiating Bank has noted the following irregularity:- "Acknowledgement of declaration of Insurance not presented". Please advise us in writing to authorise our agents to release the reserve held by them in respect of the abovementioned discrepancy.			

Yours faithfully,

J. COX

Manager.

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