

Norwegian whalers "Enern", "Toern" and "Femern" serving as patrol vessels in the Dutch West Indies. Disbursements to crew.

At the request of the Dutch Authorities the whalers "Enern", "Toern" and "Femern" were placed at their disposal in June/July 1940. The vessels were handed over in Curacao in the beginning of July 1940, and after having been equipped for the purpose, the Naval Authorities there placed them in the Coastal Defence Service of the islands as patrol vessels.

From Norwegian side no objections were raised to the wish expressed by the Dutch Authorities that the Norwegian crew should remain on board. It was, however, understood that the disbursements in connection with the manning of the vessels in their entirety should be borne by the Dutch Authorities.

At the time of the arrival of the vessels at Curacao, a Councillor of the Norwegian Legation in Washington, Mr. Bull Övrevig, was staying on the island. For practical reasons he took over the negotiations with the crews and came to an agreement with these, who declared themselves willing to continue in the service of the Dutch Authorities. The conditions on which the crews were to serve were set out in an agreement dated 8th July, 1940. This agreement - which admittedly was rather inadequate in various respects - stipulated briefly that the crews were to receive their pay according to the same rules as those in force for the Norwegian merchant fleet.

At the same time as the crews declared themselves in agreement with the conditions drawn up, the matter was submitted to the Dutch Naval Authorities, represented by Colonel Van den Donker and Commander Gauv. These gentlemen made enquiries regarding the interpretation of the reference made to the Norwegian tariff in respect of disbursements, and a verbal statement was given them as to the monthly wages calculated in Dutch Gulden at the rate of exchange ruling at that time in Curacao. The Dutch Authorities agreed to pay the wages stated. The agreement, written in Norwegian, was subsequently handed to the crews, signed by Mr. Bull Övrevig.

When a short time had elapsed, there appeared to be diverging opinions between the crews and the Naval Authorities in regard to certain stipulations. The difference in opinion was caused by the reference in the agreement to the Norwegian tariff. This tariff - which had come into force on the 1st July, just before the agreement was reached, contained certain rules for converting Norwegian Kroner into foreign currency. By virtue of those rules, Norwegians serving on board Norwegian ships could, for instance, claim Dutch Gulden calculated at Kr. 2.32. As the crews of the whalers had received their pay at an exchange rate of Kr. 2.50 pr. Gulden, they lodged a claim for the difference between the two rates of exchange with retroactive effect.

Another point in dispute was ^{the} question regarding holiday allowance, which the crews claimed as due to them according to the rules in force for the Norwegian merchant fleet.

The crews put in their claims to the Naval Authorities, who refused to meet them, referring to the specifications rendered by Mr. Bull Övrevig at the time the agreement was reached. The authorities did not consider themselves under any obligation to pay more,

especially as the agreement in question had not been signed by them, but only by a representative of the Norwegian Authorities.

The matter was put before the Norwegian Shipping and Trade Mission in New York, by delegates for the crews. The Mission deemed the claims justified according to the wording of the agreement, and the crews were informed accordingly. The Masters of the whalers were asked to give specifications of the individual amounts claimed, and the intention was to try to reach an amicable settlement with the Dutch Authorities. The question was thereupon discussed with the Dutch Authorities, but with no positive result.

In the meantime the friction between the Naval Authorities and the crews as a result of the dispute had led to some of the most aggressive members of the crews raising an action in the month of September 1941, which resulted in the internment of the crew of one of the ships for breach of discipline.

The Norwegian Shipping and Trade Mission sent Captain Jansen by plane to Curacao in order to try to settle the difficulties. The Norwegian opinion at that time was in favour of replacing all Norwegian crews on board the ships with Dutch crews. The matter was put before the Dutch Naval Authorities in Curacao; they were, however, of the opinion that regardless of the difficulties that had arisen in respect of wages, they were generally very satisfied with the Norwegian crews, and it would probably be difficult to procure qualified Dutch seamen for replacement. The Dutch Naval Authorities were desirous of entering into an agreement which would leave no opening for dispute in the future as regards the interpretation of the question of disbursements, and which would also stipulate that the Norwegian members of the crews should be incorporated in the Dutch Naval personnel for the duration of the war.

Captain Jansen started negotiations with the parties concerned on these lines, and a proposal was put forward by the Dutch Authorities. According to this proposal the original agreement was to be regarded as cancelled as from the 8th July 1941, i.e. after the elapse of one year. The new agreement excluded any possibility of future misunderstandings, and contained a stipulation to the effect that the crews were under an obligation to serve as Dutch Naval personnel on certain specified terms.

The Dutch Naval Authorities signed the new agreement. In order to secure the signature of every member of the crews, Capt. Jansen, was, however, obliged to guarantee that the claims made earlier would be met. The question of a refundment of the amounts was subsequently discussed with the Dutch Naval Authorities in Curacao. These maintained, however, that they had kept their part of the agreement. The matter was afterwards taken up with the Dutch Fleet Mission in Washington who wrote for an opinion from the Authorities in Curacao. They were, however, not in favour of meeting the claims.

The amounts paid by the Norwegian Shipping and Trade Mission in New York are as follows:

Difference in rate of exchange:

"Enern" Kr. 5.887.33
"Toern" " 6.048.33
"Femern" " 6.110.28

Kr. 18.045.94

Grand Total Kr. 24.645.63 = £ 1392. 8. 2.

Holiday Allowance:

Kr. 2.560.61
" 2.646.67
" 1.392.41

Kr. 6.599.69

unknown

Owing to the inadequate original agreement, and the vagueness prevailing in regard to what was verbally agreed between Mr. Bull Övrevig and the Dutch Naval Authorities and the crews, and the fact that that agreement for some reason was signed by a Norwegian representative instead of the party on whom rested the responsibility of meeting the obligations, the Norwegian Shipping and Trade Mission does not deem it expedient to enter into legal proceedings in respect of getting the amount refunded. The Mission is, however, desirous to point out:

- 1) That the Mission has not been called on to make any disbursements in connection with the manning of the large numbers of whalers which have been placed at the disposal of the Allied or Norwegian Navy on contracts similar to the one in question.
- 2) That the crews were made available at the request of the Dutch Authorities.
- 3) That the Mission has admitted the justification of the Crews' claims, as their agreement contained a reference to the terms of the Norwegian tariff in force for foreign trade - a tariff to which the Mission is a party and according to which the Mission acts in similar cases.
- 4) That the Mission met the crews' claims solely in order to settle the dispute in the manning question and thereby endeavoured to do everything in its power to avoid further difficulties for all concerned.

Our New York office have now informed us that owing to the altered war situation the Dutch Naval Authorities have expressed their wish to exchange the Norwegian crews for Dutch Naval Personnel.

We suggest that the Dutch Authorities will see the fairness of the Norwegian claim and make a refundment of the disbursements made by the Norwegian Shipping and Trade Mission.

THE NORWEGIAN SHIPPING AND TRADE MISSION
(s) I. Hysing Olsen.

London, 24th August, 1942.