

Légation de Norvège
près le
Gouvernement Royal des Pays-Bas.

The Norwegian Minister presents his compliments to the Royal Ministry of Foreign Affairs and referring in the last instance to the Ministry's Note of March 24th 1941, No. 4608, (Section des Affaires Consulaires et Commerciales) regarding the disbursements to the crew of the three Norwegian whalers: the "Enern", the "Toern" and the "Femern" freighted by the Royal Dutch Government, has the honour to state as follows:

The said three whalers were placed at the disposal of the Dutch authorities in July 1940 on a bare-boat basis through the intermediary of the British Admiralty to whom the vessels had been leased, together with a certain number of other Norwegian whalers, by the Norwegian Government. The Dutch authorities expressed the desire that the Norwegian crew should remain onboard. This wish was complied with.

Through the intermediary of Mr. Bull Övrevig, Counsellor of the Norwegian Legation in Washington for shipping matters, who at that time was at Curaçao and who profered his good offices in the interest of both parties, an agreement was entered into between the Dutch authorities and the crew of the three whalers.

From the accompanying "P.M.", dated London, August 24th 1942, by Mr. Hysing-Olsen, Director of the Norwegian Shipping and Trade Mission, it will be seen that the respective Dutch and Norwegian shipping authorities differ as to the interpretation of the said agreement. The latter considered the claim of the sailors justified and for reasons, equally stated in the Promemoria, a guarantee was given to the sailors for the settlement of these claims which in all amounted to £ 1392.8.2. The Dutch authorities have up to the present declared themselves unwilling to refund this amount.

The Norwegian Minister, acting upon instructions from his Government, has the honour to ask the Royal Foreign Ministry to be good enough to recommend that the matter be duly examined by the respective authorities of the Central Dutch administration in London. He begs to draw the attention to the following points, viz:

The vessels were leased on a bare-boat basis, Mr. Bull-Övrevig, acting in a private capacity, volunteered his offices for the benefit of both parties and consequently when signing the contract it was done on behalf of Dutch interests.

Presuming that Dutch legal dispositions enforce the establishing of a contract between sailors and ship owners the question imposes itself which is the agreement which binds the parties? The Dutch authorities having refused to be bound by the one made out by the intermediary of Mr. Bull-Övrevig.

Captain Jansen, mentioned in the Promemoria, is actually in London. He is entirely at the disposal of

the respective Dutch authorities if any verbal information should be required.

p.t.London, 9 october 1942.

