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Washington, Wednesday, August 19, 1942

The President

EXECUTIVE ORDER 9222

AUTHORIZING THE PAYMENT OF MONETARY ALLOWANCES IN LIEU OF TRANSPORTATION IN KIND FOR DEPENDENTS OF OFFICERS, WARRANT OFFICERS, AND ENLISTED MEN ABOVE THE FOURTH GRADE OF THE ARMY, NAVY, MARINE CORPS, COAST GUARD, COAST AND GEODETIC SURVEY, AND THE PUBLIC HEALTH SERVICE UPON PERMANENT CHANGE OF STATION

By virtue of the authority vested in me by section 12 of the Pay Readjustment Act of 1942, approved June 16, 1942 (Public Law 607, 77th Congress), and as President of the United States, it is hereby ordered as follows:

1. The heads of the respective departments and establishments concerned are hereby authorized, in lieu of transportation in kind for travel of dependents of officers, warrant officers, and enlisted men above the fourth grade of the Army, Navy, Marine Corps, Coast Guard, Coast and Geodetic Survey, and Public Health Service authorized by the fifth paragraph of the said section 12 upon permanent change of station, to make payment in money of amounts equal to commercial transportation costs for the whole or such part of the travel of such dependents for which transportation in kind is not furnished when such travel shall have been completed.

2. The heads of the respective departments and establishments concerned may prescribe additional regulations not inconsistent herewith or with the terms of the said section 12 as may be necessary for carrying out the provisions of this order.

3. This order shall supersede Executive Order No. 3726, dated August 25, 1922, and shall become effective as of June 1, 1942.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
August 15, 1942.

[F. R. Doc. 42-8046; Filed, August 17, 1942; 3:05 p. m.]

EXECUTIVE ORDER 9223

CHANGING EFFECTIVE DATE OF A PROVISION OF REGULATIONS GOVERNING PAYMENT OF EXPENSES OF TRANSPORTATION OF HOUSEHOLD GOODS AND PERSONAL EFFECTS OF CERTAIN CIVILIAN OFFICERS AND EMPLOYEES OF THE UNITED STATES

By virtue of the authority vested in me by the act of October 10, 1940, 54 Stat. 1105, it is hereby ordered as follows:

1. The provision "Such an extension shall be approved by the head of the department or establishment within the six months' period during which shipment would otherwise begin . . ." contained in section 12 of Executive Order No. 8588 of November 7, 1940, prescribing regulations governing the payment of expenses of transportation of household goods and personal effects of certain civilian officers and employees of the United States, as amended by section 4 of Executive Order No. 9122 of April 6, 1942, shall become effective October 1, 1942; and section 5 of the last-mentioned order is modified accordingly.

2. This order shall be published in the FEDERAL REGISTER.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
August 15, 1942.

[F. R. Doc. 42-8045; Filed, August 17, 1942; 3:05 p. m.]

EXECUTIVE ORDER 9224

TRANSFERRING JURISDICTION OVER CERTAIN LANDS FROM THE SECRETARY OF AGRICULTURE TO THE SECRETARY OF WAR FOR MILITARY PURPOSES

ALABAMA

WHEREAS certain lands in the State of Alabama within the area shown on the diagram attached hereto and made a part hereof have been acquired, or are in process of acquisition, under the authority of the National Industrial Recovery Act, approved June 16, 1933 (48 Stat. 200), the Emergency Relief Appro-

¹ 5 FR. 4448.
² 7 FR. 2665.

(Continued on next page)

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priation Act of 1935, approved April 8, 1935 (49 Stat. 115), and Title III of the Bankhead-Jones Farm Tenant Act, approved July 22, 1937 (50 Stat. 522, 525), in connection with the Pea River Land Utilization Project of the Department of Agriculture; and

WHEREAS by Executive Order No. 7908 of June 9, 1938, all the right, title, and interest of the United States in those lands acquired, or in the process of acquisition, under the authority of the aforesaid National Industrial Recovery Act and the Emergency Relief Appropriation Act of 1935 were transferred to the Secretary of Agriculture for use, administration, and disposition in accordance with the provisions of Title III of the aforesaid Bankhead-Jones Farm Tenant Act, and the related provisions of Title IV

however, that the Secretary of Agriculture shall retain such jurisdiction over the lands now in process of acquisition by the United States as may be necessary to enable him to complete their acquisition.

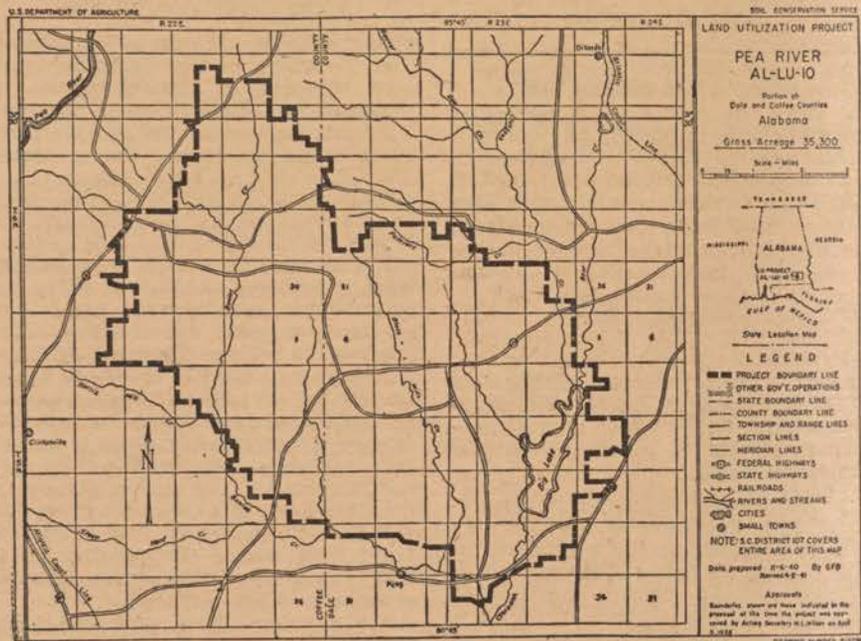
It is intended that the lands transferred by this order shall be returned to the Secretary of Agriculture, for use, administration, and disposition pursuant to Title III of the said Bankhead-Jones Farm Tenant Act, when they are no longer needed for military purposes.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,

August 15, 1942.

[F. R. Doc. 42-8044; Filed, August 17, 1942; 3:05 p. m.]



thereof; and immediately upon the acquisition of legal title to those lands now in process of acquisition under the authority of said acts, said order, under the terms thereof, will become applicable to all the additional right, title, and interest thereby acquired by the United States; and

WHEREAS it appears that the use of such lands by the Secretary of War for military purposes would best carry out the land-conservation and land-utilization program for which such lands were acquired, and would be in the public interest:

NOW, THEREFORE, by virtue of the authority vested in me by section 32 of Title III of the aforesaid Bankhead-Jones Farm Tenant Act, and upon recommendation of the Secretary of Agriculture, it is ordered that all lands acquired, or in process of acquisition, by the United States within the area delineated on the diagram attached hereto and made a part hereof, together with the improvements thereon, be, and they are hereby, transferred to the Secretary of War for military purposes: *Provided,*

¹ 3 F.R. 1389.

Regulations

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4528]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

LOUIS A. WALTON CO., ET AL.

§ 3.6 (c) Advertising falsely or misleadingly—Composition of goods: § 3.66 (a) 7 Misbranding or mislabeling—Composition: § 3.96 (a) Using misleading name — Goods — Composition. In connection with offer, etc., in commerce, of fabrics or articles of clothing, and among other things, as in order set forth, (1) using the word "Alpaca", or any simulation thereof, either alone or in connection or conjunction with any other word or words to designate, describe, or refer to any product which is not composed entirely of the hair of the alpaca; (2) using the term "Camel Hair", or any

other word or words of similar import and meaning, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any product which is not composed entirely of the hair of the camel; (3) using the word "Wool", or any simulation thereof, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any product which is not composed entirely of wool; (4) using the word "Mohair", or any simulation thereof, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any product which is not composed entirely of hair of the Angora goat; and (5) using the word "Silk", or any simulation thereof, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any material which is not composed entirely of silk, the product of the cocoon of the silkworm; prohibited, subject to the respective provisions, however, as respects aforesaid prohibitions, (1) that in the case of a product composed in part of the hair of the alpaca and in part of other fibers or materials, word "Alpaca" may be used as descriptive of the alpaca hair content if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully describing such other constituent fibers or materials; (2) that in the case of a product composed in part of the hair of the camel and in part of other fibers or materials, term "Camel" may be used as descriptive of the camel hair content, subject to the qualification hereinbefore set forth; (3) that in the case of a product composed in part of wool and in part of other fibers or materials, word "Wool" may be used as descriptive of the wool content, subject to the aforesaid qualification; (4) that in the case of a product composed in part of the hair of the Angora goat and in part of other fibers or materials, word "Mohair" may be used as descriptive of the Angora content, subject to the aforesaid qualification; and (5) as respects use of word "Silk", that in the case of a product composed in part of silk, the product of the cocoon of the silkworm, and in part of other fibers or materials, word "Silk" may be used as descriptive of the silk content, subject to the aforesaid qualification; and subject to the further proviso that no provision of order in question shall be construed as relieving respondents in any respect of the necessity of complying with the requirements of the Wool Products Labeling Act of 1939 and the rules and regulations promulgated thereunder. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Louis A. Walton Co., et al., Docket 4528, August 14, 1942].

§ 3.6 (a) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Stock:* § 3.6 (c) *Advertising falsely or misleadingly—Composition of goods:* § 3.66 (a) 7) *Mis-*

branding or mislabeling—Composition: § 3.66 (k) *Misbranding or mislabeling—Source or origin—Place—Domestic product as imported:* § 3.71 (a) *Neglecting, unfairly or deceptively, to make material disclosure—Composition.* In connection with offer, etc., in commerce, of fabrics or articles of clothing, and among other things, as in order set forth, (1) representing by the use of the word "Imported", or in any manner whatsoever, that fabrics or garments of domestic manufacture are imported from any foreign country; (2) using the term "The House of Wool Fabrics", or any other words or terms of similar import or meaning, to designate, describe, or refer to any business which includes the offering for sale and sale of fabrics which are not composed entirely of wool or garments made from such fabrics; and (3) advertising, offering for sale, or selling products composed in whole or in part of rayon without clearly disclosing such rayon content; prohibited, subject to provision as respects said last prohibition, that when such products are composed in part of rayon and in part of other fibers or materials, all such fibers or materials, including the rayon, shall be clearly and accurately disclosed; and subject to further proviso that no provision of order in question shall be construed as relieving respondents in any respect of the necessity of complying with the requirements of the Wool Products Labeling Act of 1939 and the rules and regulations promulgated thereunder. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Louis A. Walton Co. et al., Docket 4528, August 14, 1942]

In the Matter of Louis A. Walton Co., Kling Bros. & Co., Inc., a Corporation, and Leopold Kling and Samuel Kling, Individually and as Officers of Louis A. Walton Co., and Kling Bros. & Co., Inc.

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 14th day of August, A. D. 1942.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answers of certain of respondents, testimony and other evidence in support of and in opposition to the allegations of the complaint taken before an examiner of the Commission theretofore duly designated by it, report of the trial examiner and exceptions thereto, and briefs filed in support of and in opposition to said complaint, and the Commission having made its findings as to the facts and its conclusion that respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That respondents Louis A. Walton Company, a corporation, and Kling Brothers & Company, Inc., a corporation, their officers, representatives, agents, and employees, and respondents Leopold Kling and Samuel Kling, individually and as officers of respondents Louis A. Walton Company and Kling Brothers & Company, Inc., their repre-

sentatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution of fabrics or articles of clothing in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the word "Alpaca", or any simulation thereof, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any product which is not composed entirely of the hair of the alpaca: *Provided, however,* That in the case of a product composed in part of the hair of the alpaca and in part of other fibers or materials, such word may be used as descriptive of the alpaca hair content if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully describing such other constituent fibers or materials;

2. Using the term "Camel Hair", or any other word or words of similar import and meaning, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any product which is not composed entirely of the hair of the camel: *Provided, however,* That in the case of a product composed in part of the hair of the camel and in part of other fibers or materials, such term may be used as descriptive of the camel hair content if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully designating such other constituent fibers or materials;

3. Using the word "Wool", or any simulation thereof, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any product which is not composed entirely of wool: *Provided, however,* That in the case of a product composed in part of wool and in part of other fibers or materials, such word may be used as descriptive of the wool content if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully describing the constituent fibers or materials of such product;

4. Using the word "Mohair", or any simulation thereof, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any product which is not composed entirely of hair of the Angora goat: *Provided, however,* That in the case of a product composed in part of the hair of the Angora goat and in part of other fibers or materials, such word may be used as descriptive of the Angora content if there are used in immediate connection or conjunction therewith, in letters of at least equal size and conspicuousness, words truthfully describing such other constituent fibers or materials;

5. Using the word "Silk", or any simulation thereof, either alone or in connection or conjunction with any other word or words, to designate, describe, or refer to any material which is not

R-III; § 324.9 (Recapitulation of price classifications) is amended by adding thereto Supplement IV; § 324.11 (Special prices—(a) Railroad fuel prices for all movements exclusive of lake cargo railroad fuel) is amended by adding thereto Supplement V, and § 324.24 (General prices in cents per net ton for shipment into all market areas) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practices and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

Dated: August 11, 1942.

[SEAL] E. BOYKIN HARTLEY,
Acting Director.

the matter of the petition of District Board No. 4 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 4.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 4; and it appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and
The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 324.7 (Alphabetical list of code members) is amended by adding thereto Supplement R-I; § 324.8 (Numerical list of mines) is amended by adding thereto Supplement R-II; R-II, § 324.2 (Seasonal discounts) is amended by adding thereto Supplement

rayon, shall be clearly and accurately disclosed.

It is further ordered, That respondents shall, within sixty (60) days after the service upon them of this order, filed with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

It is further ordered, That no provision of this order to cease and desist shall be construed as relieving respondents in any respect of the necessity of complying with the requirements of the Wool Products Labeling Act of 1939 and the rules and regulations promulgated thereunder.

By the Commission.
[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 42-8074; Filed, August 18, 1942; 11:33 a. m.]

TITLE 30—MINERAL RESOURCES

Chapter III—Bituminous Coal Division

[Docket No. A-1558]

PART 324—MINIMUM PRICE SCHEDULE, DISTRICT NO. 4

ORDER GRANTING RELIEF

Order granting temporary relief and conditionally providing for final relief in

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 4

NOTE: The material in these supplements is to be read in the light of the classifications, price instructions, exceptions, and other provisions contained in Part 324, Minimum Price Schedule for District No. 4 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 324.7 Alphabetical list of code members—Supplement R-I

[Alphabetical list of code members having railway loading facilities, showing price classification by size group numbers]

Mine index No.	Code member	Mine name	Sub-dist. No.	Seam	Type	Shipping points in Ohio	Railroad	Freight origin group Nos.	Price classifications by size group Nos.															
									1	2	3	4	5	6	7	8	9	10	11	12				
1433	Cambridge Coal Company, c/o A. Jackson.	.....	2	7	Strip	Cambridge	PRR	16	R	R	R	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	
2744	Dozer & Sons Coal Co., O. D.	Dozer	6	6	Deep	Crooksville	NYC	32	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
460	Eberhart, David	Eberhart	1	8	Deep	Ladferdy	B&O	12	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
2303	Fairview Coal Co. (Freeman Nelson)	Fairview	8	7	Deep	Hobson (Bradbury)	NYC	25	K	K	O	O	O	O	O	O	O	O	O	O	O	O	O	O
1087	Gill & Ford (John W. Gill)	Mt. Zion	2	7	Deep	Cambridge (Lawrence Ramp)	PRR	16	R	R	R	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
1024	Givens & Sons, Charles (Chas. Givens)	Givens Coal Co.	6	6	Deep	McLaney	PRR	34	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
883	Good Lawrence R.	Good Coal Co.	6	7	Deep	Crooksville	NYC	32	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
2646	Nelson, E. P. & Company (E. P. Nelson)	Elwood	6	6	Deep	Moxahala	NYC	33	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
453	Fletcher, J. W. (Fletcher Coal Co.)	Davis # 2	4	6	Deep	Lisbon	Erie	71	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
1038	Steele & Reed (George Steele)	Steele & Reed # 6	7	5	Deep	Wellston	B&O	41	K	K	O	O	O	O	O	O	O	O	O	O	O	O	O	O

1 Subject to Price Exception No. (4), § 324.1 (b) of Minimum Price Schedule.

§ 324.9 Recapitulation of price classifications—Supplement R-IV

[Prices for all rail shipment from mines indexed below into market areas as shown. For shipment into all market areas—see schedule of effective minimum prices, § 324.9 and § 324.10. Also applies to Market Areas 98 and 99 (Great Lakes), § 324.11 (b) and § 324.11 (c) and Vessel Fuel, § 324.11 (d)]

Freight origin districts	Freight origin group Nos.	Additional freight origin group Nos.	Mine index No.	Additional mine index Nos.
Ohio No. 8.....	9, 10, 11, 12, 14, 15, 17, 18, 10.	.....	10, 21, 26, 30, 31, 34, 35, 42, 43, 54, 55, 56, 57, 65, 78, 81, 90, 102, 103, 107, 111, 114, 115, 116, 122, 123, 124, 127, 128, 144, 145, 147, 152, 157, 164, 167.	460.
Cambridge.....	.....	Add 16.....	(Subject to Exception No. 4, page 3).....	1 433. 4 433. 687. 687.
Pomeroy.....	23-25.....	Add 16.....	14, 22, 38, 70, 82, 100, 101, 105, 112, 113.....	2305.
Crooksville.....	31, 32, 33, 34, 36.....	Add 16.....	4, 28, 60, 85, 91, 104, 106, 125, 138, 143, 145, 155, 156, 160, 162, 165.	883, 1024, 2646, 2744.
Jackson.....	41, 42, 43.....	Add 16.....	2, 131, 134.....	1038.
Leontonia.....	71.....	.....	53.....	453.

1 Prices as shown for Mine Index Nos. 87 and 121, appearing in the Schedule of Effective Minimum Prices for District No. 4, less 10¢ in Size Groups 7, 8, 9 and 12, will apply to additional Mine Index No. 433 hereinabove noted for all Market Areas except Market Area 14. In addition, Mine Index No. 433 will have a price in Size Group 10 equal to the applicable minimum price for its Size Group 8 less 6¢ for all Market Areas except Market Area 14. Prices for Market Area 14 shall be 3¢ per ton less in Size Groups 7, 8, 9 and 12 than Mine Index Nos. 87 and 121, and the price in Size Group 10 shall be the same as its Size Group 8.

NOTE: Prices as shown in § 324.9, § 324.10, § 324.11(b), § 324.11(c) and § 324.11 (d) in the Schedule of Effective Minimum Prices apply to all additional mine index numbers hereinabove noted.

§ 324.11 Special prices—(a) Railroad fuel prices for all movements exclusive of lake cargo railroad fuel—Supplement R-V

Railroad fuel prices for all movements exclusive of lake cargo railroad fuel from mines indexed below. For shipment to railroads as shown—see Schedule of Effective Minimum Prices, § 324.11 (a)]

Name of railroad	Mine index Nos.	Additional mine index Nos.
Baltimore & Ohio Railroad Co.....	10, 21, 30, 33, 39, 49, 48, 71, 72, 78, 81, 85, 97, 99, 100, 104, 105, 110, 121, 124, 128, 134, 136, 144, 146, 147, 151, 155, 157, 160, 162.	460, 1038.
Erie Railroad.....	.....	453.
New York Central System.....	1, 4, 6, 18, 22, 27, 28, 34, 35, 47, 54, 59, 64, 66, 73, 74, 83, 90, 91, 100, 107, 109, 125, 126, 138, 141, 143, 154, 158, 179.	883, 2305, 2646, 2744.
Pennsylvania Railroad Co.....	11, 24, 31, 42, 43, 49, 50, 55, 56, 57, 62, 65, 67, 69, 81, 94, 111, 114, 115, 132, 152, 162, 165, 168.	687, 1024.
Akron, Canton & Youngstown Railway Co.....	.....	433.
Ann Arbor Railroad Co.....	.....	453, 460, 687, 883, 1024, 1038, 2305, 2646, 2744.
Canadian National Railways and Grand Trunk Railway System.....	.....	.....
Canadian Pacific Railway Co.....	.....	.....
Detroit and Mackinac Railway Company.....	.....	.....
Detroit & Toledo Shore Line Railroad Co.....	.....	.....
Erie Railroad.....	.....	.....
Nickel Plate Road. (New York, Chicago & St. Louis Railroad Co.).....	.....	.....
Pere Marquette Railway Co.....	.....	.....

NOTE: Prices as shown in § 324.11(a) in the Schedule of Effective Minimum Prices apply to all additional mine index numbers hereinabove noted.

§ 324.8 Numerical list of mines—Supplement R-II

Mine index No.	Mine name	Code member	Freight origin districts	Freight origin group Nos.	Railroad	Sub district No.
433	.....	Cambridge Coal Company c/o A.	Cambridge.....	16	PRR.....	2
463	Davis #2.....	Jackson, W. (Pletcher Coal Co.).....	Leontonia.....	71	Erie.....	4
460	Elmer.....	Pletcher, David.....	Ohio No. 8.....	12	B&O.....	1
883	MT. Zion.....	Gill & Ford (John W. Gill).....	Cambridge.....	15	PRR.....	2
1024	Givens Coal Co.....	Good, Lawrence R.....	Crooksville.....	32	NYC.....	6
1038	Steele & Reed #1.....	Givens & Sons (Charles Givens).....	Crooksville.....	34	PRR.....	7
2305	Fairview.....	Steele & Reed (George Steele).....	Jackson.....	41	B&O.....	6
2646	Elwood.....	Fairview Coal Co. (Freeman Nelson).....	Pomeroy.....	25	NYC.....	8
2744	Dozer.....	Nelson, E. P. & Company (E. P. Nelson).....	Crooksville.....	33	NYC.....	6
.....	.....	Dozer & Sons Coal Co., O. D.....	Crooksville.....	32	NYC.....	6

§ 324.2 Seasonal discounts—Supplement R-III

[On all shipments of coal in Size Groups 1 or 2, the discounts shown below in cents per net ton may apply. The date of shipment and not the date of sale shall govern in the seasonal price applicable. These seasonal discounts apply for shipments to all Market Areas except Market Areas 1 to 13, inclusive, 98 and 99 (Great Lakes), River Shipments, Vessel Fuel and Railroad Fuel.]

Freight origin districts	Freight origin group Nos.	Additional freight origin group Nos.	Mine index Nos.	Additional mine index Nos.	Amount of discount for shipments during the month of				
					April	May	June	July	
Ohio No. 8.....	9, 10, 11, 12, 14, 15, 17, 18, 19.	.....	10, 21, 26, 30, 31, 34, 35, 42, 43, 44, 45, 56, 57, 65, 78, 81, 99, 102, 103, 107, 111, 114, 115, 116, 122, 123, 124, 127, 128, 144, 145, 147, 152, 157, 164, 167.	.....	.....	.....	.....	.....	.....
Cambridge.....	.....	Add 16.....	87, 121.....	Add mine index No. 433.....	30	20	10	.....	.....
Pomeroy.....	23, 25.....	Add 16.....	14, 22, 38, 70, 82, 100, 101, 105, 112, 113.....	Add mine index No. 2305.....	30	20	10	.....	.....
Crooksville.....	31, 32, 33, 34, 36.....	.....	4, 28, 60, 85, 91, 104, 106, 125, 138, 143, 145, 155, 156, 160, 162, 165.....	Add mine index Nos. 883, 1024, 2646, 2744.....	50	40	30	20	10
Jackson.....	41, 42, 43.....	.....	2, 131, 134.....	Add mine index No. 1038.....	30	20	10	.....	.....
Leontonia.....	71.....	.....	53.....	Add mine index No. 453.....	50	40	30	20	10

NOTE.—Seasonal discounts as shown in § 324.2 in the Schedule of Effective Minimum Prices apply to all additional mine index numbers hereinabove noted.

FOR TRUCK SHIPMENTS

§ 324.24 General prices in cents per net ton for shipment into all market areas—
Supplement T

Code member	Mine	Mine index No.	Type	Seam	Base sizes									
					6" lump		3 1/4"-5" lump		2" lump		1 1/4" lump; 1 3/4" x 4" egg		Mine run nut and pea	
					1	2	3	4	5	6	7	8		
SUBDISTRICT NO. 1—EASTERN OHIO														
BELMONT COUNTY														
Eberhart, David.....	Eberhart Mine.....	460	Deep.....	8.....	285	275	260	235	230	220	200	190		
SUBDISTRICT NO. 2—CAMBRIDGE														
GUERNSEY COUNTY														
Cambridge Coal Company, c/o A. Jackson.....		433	Strip.....	7.....	270	260	245	220	220	220	200	190		
NOBLE COUNTY														
Bonar, Bert.....	Bonar #2.....	430	Deep.....	8.....	270	260	245	220	220	220	200	190		
SUBDISTRICT NO. 4—MIDDLE														
CARROLL COUNTY														
Yeager, Corwin (Yeager Coal Co.).....	Yeager.....	452	Deep.....	Harlem.....	275	265	250	235	235	220	190	180		
COLUMBIANA COUNTY														
Fletcher, J. W. (Fletcher Coal Co.).....	Davis #2.....	453	Deep.....	6.....	300	290	275	250	245	235	205	195		
COSHOCTON COUNTY														
Ingham, Wm.....	Ingham.....	436	Deep.....	6.....	280	270	260	235	230	195	165	155		
Sharrock, Russell.....	Sharrock.....	451	Deep.....	6.....	280	270	260	235	230	195	165	155		
STARK COUNTY														
Garaux Brothers Company, The.....	Garaux #2.....	466	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #3.....	467	Strip.....	5.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #4.....	468	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #5.....	469	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #6.....	470	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #7.....	471	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #8.....	472	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #9.....	473	Strip.....	6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #10.....	474	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #11.....	475	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #12.....	476	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Garaux Brothers Company, The.....	Garaux #13.....	477	Strip.....	5.....	275	265	250	235	235	210	190	180		
Metro Coal & Limestone, Inc.....	Metro #2.....	479	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Metro Coal & Limestone, Inc.....	Metro #3.....	480	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Metro Coal & Limestone, Inc.....	Metro #4.....	481	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
Metro Coal & Limestone, Inc.....	Metro #5.....	482	Strip.....	4.....	275	265	250	235	235	210	190	180		
Metro Coal & Limestone, Inc.....	Metro #6.....	483	Strip.....	5.....	275	265	250	235	235	210	190	180		
Metro Coal & Limestone, Inc.....	Metro #7.....	484	Strip.....	5 & 6.....	275	265	250	235	235	210	190	180		
SUBDISTRICT NO. 6—CROOKSVILLE														
MUSKINGUM COUNTY														
Christie, Donald.....	Christie.....	432	Deep.....	7.....	280	270	260	235	230	195	165	165		
SUBDISTRICT NO. 7—JACKSON														
JACKSON COUNTY														
Black Diamond Coal Co. (B. D. Nichols).....	Black Diamond.....	450	Deep.....	2.....	295	285	275	250	245	195	175	165		
LAWRENCE COUNTY														
Cambria Clay Products Co., The.....	Cambria.....	435	Deep.....	5.....	295	285	275	250	245	195	175	165		
Cambria Clay Products Co., The.....	No. 11.....	434	Deep.....	4.....	295	285	275	250	245	195	175	165		
Williams & Donley (L. P. Douley).....	W & T.....	454	Deep.....	4.....	295	285	275	250	245	195	175	165		

[F. R. Doc. 42-8027; Filed, August 17, 1942; 11:57 a. m.]

TITLE 32—NATIONAL DEFENSE
Chapter VI—Selective Service System
[Order No. 51]
FORT STELLACOOM HOSPITAL PROJECT
ESTABLISHMENT FOR CONSCIENTIOUS
OBJECTORS

I, Lewis B. Hershey, Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 (54 Stat. 885) and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Western State Hospital Project to be work of national importance, to be known as Civilian Public Service Camp No. 51. Said project, located at Fort Steilacoom, Pierce County, Washington, will be the base of operations for work at the Western State Hospital, and registrants under the Selective Training and Service Act of 1940, who have been classified by their local boards as conscientious objectors to both combatant and noncombatant military service and have been placed in Class IV-E, may be assigned to said project in lieu of their induction for military service.

Men assigned to said Western State Hospital Project will be engaged in clerical work, as attendants, waiters, farm hands, etc., and shall be under the direction of the Supervisor of Public Institutions of the State of Washington, as well as will be the project management. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Training and Service Act of 1940 and regulations and orders promulgated thereunder, as well as the regulations of the Washington State Hospitals. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,
Director.

AUGUST 14, 1942.

[F. R. Doc. 42-8042; Filed, August 17, 1942; 2:11 p. m.]

[Amendment No. 72, 2d Ed.]

PART 632—INDUCTION CALLS

INDUCTION CALLS BY STATE DIRECTOR

By authority vested in me as Director of Selective Service under 54 Stat. 885; 50 U.S.C., Sup. 301-318, inclusive; E.O. No. 8545, 5 F.R. 3779, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

1. Amend § 632.2 *Induction calls by the State Director of Selective Service*¹ by deleting paragraph (c) thereof in its entirety.

¹ 6 F.R. 6849.

2. The foregoing amendment to the Selective Service Regulations shall be effective immediately upon the filing hereof with the Division of the Federal Register.

(54 Stat. 885; 50 U.S.C. 301-318, incl.; E.O. 8545, 5 F.R. 3779)

LEWIS B. HERSHEY,
Director.

AUGUST 15, 1942.

[F. R. Doc. 42-8043; Filed, August 17, 1942; 2:57 p. m.]

PART 622—CLASSIFICATION

[Amendment 73, 2d Ed.]

MISCELLANEOUS AMENDMENTS

By authority vested in me as Director of Selective Service under 54 Stat. 885; 50 U.S.C., Sup. 301-318, inclusive; E.O. 8545, 5 F.R. 3779, Selective Service Regulations, Second Edition, are hereby amended in the following respects:

1. Amend § 622.1¹ by deleting it in its entirety.

2. Amend § 622.11² to read as follows:

§ 622.11. *Class I-A; Available for military service.* In Class I-A shall be placed every registrant who, upon classification, has not been placed in Class I-C, Class IV-E, Class I-A-O, or in a deferred class.

3. Amend § 622.12³ to read as follows:

§ 622.12 *Class I-A-O; Available for noncombatant military service; conscientious objector.* In Class I-A-O shall be placed every registrant who would have been classified in Class I-A but for the fact that he has been found, by reason of religious training and belief, to be conscientiously opposed to participation in war in any form and to be conscientiously opposed to combatant military service in which he might be ordered to take human life, but not conscientiously opposed to noncombatant military service in which he could contribute to the health, comfort, and preservation of others.

4. Amend § 622.13⁴ to read as follows:

§ 622.13 *Class I-B; Formerly available for limited military service.* No registrant shall hereafter be placed in Class I-B, and all registrants now in Class I-B shall be reclassified at the time and in the manner specified by the Director of Selective Service.

5. Amend § 622.14⁵ to read as follows:

§ 622.14 *Class I-B-O; Formerly available for noncombatant limited military service.* No registrant shall hereafter be placed in Class I-B-O, and all registrants now in Class I-B-O shall be reclassified at the time and in the manner specified by the Director of Selective Service.

6. Amend § 622.51⁶ to read as follows:

§ 622.51 *Class IV-E; Available for work of national importance; conscientious objector.* (a) In Class IV-E shall be placed every registrant who would have been classified in Class I-A but for the fact that he has been found, by reason of religious training and belief, to be conscientiously opposed to participation in war in any form and to be conscientiously opposed to both combatant and noncombatant military service.

(b) Upon being advised by the Director of Selective Service that a registrant who was inducted into the land or naval forces for military service will be discharged because of conscientious objections which make him unadaptable to military service, the local board shall change such registrant's classification and place him in Class IV-E. The Director of Selective Service shall assign such registrant to work of national importance under civilian direction.

7. Amend § 622.52⁷ to read as follows:

§ 622.52 *Class IV-E-LS; Formerly available for limited service in work of national importance; conscientious objector.* No registrant shall hereafter be placed in Class IV-E-LS, and all registrants now in class IV-E-LS shall be reclassified at the time and in the manner specified by the Director of Selective Service.

8. Amend § 622.53⁷ to read as follows:

§ 622.53 *Class IV-E-H; Man formerly classified in Class IV-E, since deferred by reason of age.* In Class IV-E-H shall be placed every registrant theretofore classified in Class IV-E who, prior to being assigned to and accepted for work of national importance under civilian direction, may be deferred by reason of age. Unless and until it is determined that a particular age group should be deferred, no registrant shall be classified in Class IV-E-H.

9. Amend § 622.62⁸ to read as follows:

§ 622.62 *Class IV-F; Physically or mentally unfit.* In Class IV-F shall be placed any registrant who:

(a) After physical examination by the examining physician is found to have a defect set forth in the List of Defects (Form 220);

(b) After physical examination by the armed forces is found to be physically or mentally unfit for any military service; or

(c) Is a conscientious objector to both combatant and noncombatant military service found, after physical examination (final type), to be physically or mentally unfit for work of national importance under civilian direction.

10. The foregoing amendments to the Selective Service Regulations shall be effective immediately upon the filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

AUGUST 17, 1942.

[F. R. Doc. 42-8053; Filed, August 18, 1942; 10:04 a. m.]

10. The foregoing amendments to the Selective Service Regulations shall be effective immediately upon the filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

AUGUST 17, 1942.

[F. R. Doc. 42-8053; Filed, August 18, 1942; 10:04 a. m.]

¹ 7 F.R. 3056.

² 7 F.R. 4154.

³ 6 F.R. 6607.

⁴ 7 F.R. 4154.

⁵ 6 F.R. 6608.

⁶ 7 F.R. 4270.

⁷ 6 F.R. 6766.

⁸ 6 F.R. 6611.

PART 623—CLASSIFICATION PROCEDURE

[Amendment 74, 2d Ed.]

MISCELLANEOUS AMENDMENTS

By authority vested in me as Director of Selective Service under 54 Stat. 885; 50 U.S.C., Sup. 301-318, inclusive; E.O. 8545, 5 F.R. 3779, Selective Service Regulations, Second Edition, are hereby amended in the following respects:

1. Amend paragraphs (a), (e), and (h) of § 623.33¹ to read as follows:

§ 623.33 *Physical examination by examining physician.* (a) The Director of Selective Service, from time to time, will issue a List of Defects (Form 220), which will set forth defects, not remediable, which manifestly disqualify the registrant for military service.

(e) The examining physician may report upon a registrant as having a condition listed in the List of Defects (Form 220) when he has professional knowledge to the effect that the registrant is suffering from diabetes mellitus, necessitating the constant administration of insulin; pernicious anemia, necessitating the constant parenteral administration of liver extract; sex perversion; active peptic ulcer with positive X-ray findings; alcoholism, chronic, in such a degree that it interferes with earning a living in civil life; or hypoglycemia, chronic, persistent, in such a degree that it interferes with earning a living in civil life. The examining physician may also report to the local board on the case of a registrant who does not personally appear before him when the report is based upon his professional knowledge that a registrant has a history of commitment for mental disease, is actually confined in a mental institution with a diagnosis of psychosis, is an idiot or imbecile, or is confined as an invalid to his home or in an institution and such condition is of a character which makes it inadvisable for the registrant to personally appear before the examining physician at the place fixed for his physical examination. If the examining physician does not have professional knowledge of such condition of the registrant, he may accept an affidavit from a reputable physician or an official statement from the government agency concerned as to such condition, and such affidavit or official statement shall be attached to the Report of Physical Examination and Induction (Form 221). In all other cases, the registrant shall personally appear before the examining physician and be examined in the manner provided in paragraph (c) of this section.

(h) The examining physician, in Item 26 on the Report of Physical Examination and Induction (Form 221), shall complete the answer to the following question: Do you find that the above-named registrant has any of the defects set forth in the List of Defects (Form 220)? If the examining physician's answer is "Yes," he shall describe the de-

¹ 6 F.R. 6612, 6613.

fects in order of their significance. If the examining physician entertains a doubt as to whether he should answer "Yes" or "No," his answer shall be "No."

2. Amend § 623.51¹ by deleting paragraph (d) and amending paragraphs (b), (e), (f), and (g) to read as follows:

§ 623.51 *Procedure for classification after physical examination.* * * *

(b) If the registrant is found to have a defect set forth in the List of Defects (Form 220) as manifestly disqualifying him for military service, he shall be classified in Class IV-F.

(d) (Deleted)

(e) If the registrant has not been classified in Class IV-F in the manner provided in paragraph (b) of this section, he shall be classified in Class I-A; provided that: (1) If such registrant has been found to be a conscientious objector to combatant military service but not a conscientious objector to noncombatant military service, he shall be classified in Class I-A-O; or (2) if such registrant has been found to be a conscientious objector to both combatant and noncombatant military service, he shall be classified in Class IV-E.

(f) If the requirement that the registrant be physically examined by the examining physician has been waived by the Director of Selective Service under the provisions of § 623.55, the classification of the registrant shall be completed in the manner set forth in this section with the exception that the local board shall make its determination without the assistance of a report of the examining physician and shall not consider whether the registrant has a physical or mental defect which would require that he be classified in Class IV-F. Such registrant shall, therefore, be classified in either Class I-A, Class I-A-O, or Class IV-E. The classification thus made by the local board shall have the same effect as a classification made following physical examination by an examining physician. The rights and obligations of each such registrant following classification under such circumstances are exactly the same as if he had been classified following a physical examination by the examining physician.

(g) As soon as the time in which the registrant may take an appeal has expired or, if an appeal is taken, as soon as the registrant's classification has been determined on appeal, the original and copies of the Report of Physical Examination and Induction (Form 221) of registrants classified under this section shall be distributed as follows:

(1) If the registrant has been classified in Class I-A, Class I-A-O, or Class IV-E, the original and all copies shall be placed in the registrant's Cover Sheet (Form 53).

(2) If the registrant is classified in Class IV-F, the National Headquarters' Copy and the Surgeon General's Copy shall be transmitted to the State Director of Selective Service, who shall forward

such copies to the Director of Selective Service, and the Armed Forces' Original and the Local Board's Copy shall be filed in the registrant's Cover Sheet (Form 53).

3. Amend paragraphs (a) and (b) of § 623.61 to read as follows:

§ 623.61² *Classification and change of classification.* (a) As soon as practicable after the local board has classified or changed the classification of a registrant, it shall:

(1) Mail a notice thereof on a Notice of Classification (Form 57) to the registrant. (The date on which the deferment of the registrant terminates will be shown if he is classified in Class II-A or Class II-B);

(2) Mail a copy of the Notice of Classification (Form 57) to every person whose signed Affidavit to Support Claim for Occupational Deferment (Form 42A) is on file in the registrant's Cover Sheet (Form 53) when the registrant is classified in Class II-A or Class II-B;

(3) Mail a Notice to Employer of Right to Appeal (Form 59) to every person whose signed Affidavit to Support Claim for Occupational Deferment (Form 42A) is on file in the registrant's Cover Sheet (Form 53) when the registrant is classified in Class I-A, Class I-A-O, or Class IV-E;

(4) Mail a copy of the Notice of Classification (Form 57) to every person whose signed Affidavit of Dependent Over 18 Years of Age (Form 40A) is on file in the registrant's Cover Sheet (Form 53);

(5) Mail a copy of the Notice of Classification (Form 57) to every person whose Claim for Deferred Classification by Person Other Than Registrant (Form 42) is on file in the registrant's Cover Sheet (Form 53); and

(6) Mail a copy of the Notice of Classification (Form 57) to any other person authorized to request the reopening of the registrant's classification under the provisions of § 626.2 whose request is on file in the registrant's Cover Sheet (Form 53).

(b) After each local board meeting, a copy of the Local Board Action Report (Form 110), listing the registrants who have been classified or whose classification has been changed, shall be posted in the office of the local board. A copy shall also be sent to the government appeal agent.

4. Amend § 623.62³ to read as follows:

§ 623.62 *Register of conscientious objectors.* The local board shall list on a register of conscientious objectors each registrant whose claim for special classification as a conscientious objector has been sustained, either by the local board or upon appeal. The register of conscientious objectors shall show separately those registrants who have been classified as available for noncombatant military service (Class I-A-O) and those who have

been classified as available for work of national importance under civilian direction only (Class IV-E). No special form is provided for this register.

5. Amend paragraph (a) of § 623.71⁴ to read as follows:

§ 623.71 *Steps to be taken by registrant and local board.* (a) When the local board, under the provisions of § 623.51, classifies a registrant who is not a national of the United States, as defined in § 601.2, in Class I-A or Class I-A-O, the local board, without waiting to determine whether such registrant wishes to or does request a personal appearance or take an appeal, shall mail such registrant an Alien's Personal History and Statement (Form 304).

6. The foregoing amendments to the Selective Service Regulations shall be effective immediately upon the filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

AUGUST 17, 1942.

[F. R. Doc. 42-8054; Filed, August 18, 1942; 10:04 a. m.]

PART 903—DELEGATIONS OF AUTHORITY
[Directive No. 7]

COMMODITY CREDIT CORPORATION

AUTHORITY OVER VEGETABLE OIL SEEDS

§ 903.12 *Delegation of allocation authority over vegetable oil seeds to Commodity Credit Corporation.* Pursuant to the authority vested in me by Executive Order No. 9024 of January 16, 1942, Executive Order No. 9040 of January 24, 1942, and Executive Order 9125 of April 7, 1942, and in order to delegate to Commodity Credit Corporation authority to provide for the increased production of oil and linters from vegetable oil seeds, it is hereby ordered that:

(a) Commodity Credit Corporation is authorized, from and after the effective date of this Directive, to perform the functions and exercise the power, authority and discretion conferred upon the President by section 2 (a) of the Act of June 28, 1940 (Pub. No. 671, 76th Cong., 54 Stat. 676) as amended by the Act of May 31, 1941 (Pub. No. 89, 77th Cong., 55 Stat. 236), with respect to the allocation of vegetable oil seeds and oilseed products, and more particularly, without limiting the generality of the foregoing, (1) to direct the kinds, quantities and conditions of purchase and sale of any vegetable oil seeds to be received or crushed by any crusher, and the kinds, quantities and conditions of purchase and sale of oilseed products to be received or first processed by any refiner or bleacher, (2) to direct the kinds and quantities of vegetable oil seeds and oilseed products to be stored, (3) to direct the type

¹ 7 F.R. 808.

² 6 F.R. 6614.

⁴ 7 F.R. 2088.

³ 6 F.R. 6613.

and method of operation of crushing facilities suitable for the crushing of vegetable oil seeds, (4) to direct the area within which vegetable oil seeds and oilseed products may be purchased or not purchased, all in such manner and to such extent as it may deem necessary, in the public interest and to promote the National Defense, for assuring the production of sufficient oil and linters from vegetable oil seeds and the efficient use of processing facilities. The authority of Commodity Credit Corporation under this Directive shall include the power to regulate or prohibit the processing, sale, transfer or other disposition of vegetable oil seeds and any oil, meal, cake or linters derived therefrom by any person who has acted in violation of any regulation or order prescribed by Commodity Credit Corporation hereunder, and the power to allocate to itself the entire production, or any portion thereof, of any vegetable oil seeds or oilseed products for resale by it on such terms as it deems appropriate. Commodity Credit Corporation is likewise authorized to require such reports and the keeping of such records, and to make such investigations as it may deem necessary or appropriate for the administration of the allocation powers conferred herein; and it may take such measures as it may deem necessary or appropriate for the enforcement of any direction or order prescribed pursuant to this Directive.

(b) The Commodity Credit Corporation may exercise the power, authority and discretion conferred upon it by this Directive through such officials, including part time and uncompensated special agents, and in such manner as it may determine.

(c) The Chairman of the War Production Board may from time to time delegate to Commodity Credit Corporation such additional powers with respect to the exercise of control over vegetable oil seeds and oilseed products, or amend the delegation herein in such manner and to such extent as he may determine to be necessary or appropriate.

(d) Nothing herein shall be construed to limit or modify any order heretofore issued by the Director of Priorities or the Office of Production Management, or the Director of Industry Operations of the War Production Board, or the Director General for Operations of the War Production Board, nor to delegate to Commodity Credit Corporation the power to extend, amend or modify any such order, nor to terminate or limit the power of the Director General for Operations to issue future orders regulating transactions in vegetable oil seeds and oilseed products. The authority hereby delegated shall be exercised in conformity with any such order heretofore or hereafter issued.

(e) For the purposes of this Directive:

- (1) "Vegetable oil seeds" means cottonseed, flaxseed, peanuts and soybeans.
- (2) To "crush" means to press, expel or extract oils from vegetable oil seeds.

(3) "Crusher" means a person who crushes vegetable oil seeds.

(4) "Oilseed products" means crude oil, oil meal and linters derived from vegetable oil seeds.

This Directive shall take effect with respect to cottonseed, flaxseed, and peanuts and products made therefrom, on September 1, 1942, and with respect to soybeans and products made therefrom on October 1, 1942, and in each case shall continue in effect for one year from the applicable effective date unless sooner revoked by the Chairman of the War Production Board. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 15th day of August 1942.

W. L. BATT,
Acting Chairman.

[F. R. Doc. 42-8065; Filed, August 18, 1942;
10:32 a. m.]

PART 921—ALUMINUM

[Revocation of Supplementary Order M-1-e]

Section 921.7 *Supplementary Order M-1-e*¹ is hereby revoked, the subject matter of said Order now being covered by § 921.11 *Supplementary Order M-1-i*.² This action shall not be construed to affect in any way any liabilities or penalties accrued or incurred under said Order M-1-e. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-8059; Filed, August 18, 1942;
10:29 a. m.]

PART 921—ALUMINUM

[Revocation of Supplementary Order M-1-f]

Section 921.8 *Supplementary Order M-1-f*³ is hereby revoked, the subject matter of said order now being covered by § 921.11 *Supplementary Order M-1-i*.² This action shall not be construed to affect in any way any liabilities or penalties accrued or incurred under said Order M-1-f. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a),

¹ 7 F.R. 539.
² *Infra*.
³ 7 F.R. 1104.

Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-8060; Filed, August 18, 1942;
10:29 a. m.]

PART 921—ALUMINUM

[Supplementary Order M-1-i]

TO CONSERVE THE SUPPLY AND DIRECT THE DISTRIBUTION OF ALUMINUM

Whereas, national defense requirements have created a shortage of aluminum; and

Whereas, the restrictions and requirements relating to the use of aluminum hereinafter set forth are necessary to conserve the supply and direct the distribution thereof in the interest of national defense;

Now, therefore, it is ordered, That:

§ 921.11 *Supplementary Order M-1-i*—
(a) *Certain orders superseded.* This supplementary order supersedes § 921.7 *Supplementary Order M-1-e*¹ and § 921.8 *Supplementary Order M-1-f*¹ and all amendments to said sections.

(b) *Definitions.* For the purposes of this order:

(1) "Aluminum" means any material the principal individual ingredient of which by either weight or volume is metallic aluminum, in ingot or similar raw form or drosses or in the form of finished or semifinished parts, assemblies, or products of any kind; but not including aluminum scrap as defined in *Supplementary Order M-1-d*,² or aluminum pigment or aluminum paint as defined in *Supplementary Order M-1-g*.³

(2) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not.

(3) "Producer" means the Aluminum Company of America, the Reynolds Metal Company, the Olin Corporation, and any other person who may be so designated by the Director.

(4) "Fabricator" means any person who manufactures basic aluminum products, such as, but not limited to, sheet, plate, wire, rod, bar, rolled shapes, extruded shapes, tubing, tube blooms, re-draw tubing, pipe, rivets, forgings, castings, impact extrusions, foil or powder.

(5) "Use aluminum in manufacture" means to melt, roll, forge, cast, extrude, draw, turn spin, fabricate, produce or process in any other way to assemble, to incorporate in assemblies, or to consume or otherwise use in the course of manufacture, any aluminum; but does not include the installation of a finished prod-

¹ *Supra*.
² 7 F.R. 160, 3324.
³ 7 F.R. 1834.

uct or repair part for the ultimate consumer.

(6) "Low grade aluminum" means aluminum which contains copper in excess of 4% by weight, and either iron or zinc in excess of 1% by weight.

(7) "Implements of war" means combat end-products, complete for tactical operations (including, but not limited to, aircraft, ammunition, armament and weapons, ships, tanks, and vehicles), and prescribed for field or combat use by the Army or Navy of the United States; also parts, assemblies, and materials to be physically incorporated in any of the foregoing items. This term does not include facilities or equipment used to manufacture the foregoing items, nor does it include any other equipment required by the armed forces, whether or not used in combat and field operations, which is not declared to be essential to the successful prosecution of the war, by the Army and Navy Munitions Board.

(8) "Director" means Director General for Operations.

(c) *Allocation of aluminum.* Allocation of aluminum will be made by the Director in the interest of war production by approval of an application on the applicable Form of the PD-26 Series (hereinafter referred to as Form PD-26).

(d) *Delivery and use.* Except as authorized, subsequent to October 31, 1941, pursuant to an allocation on Form PD-26 or other specific authorization of the Director, (1) no producer, smelter or fabricator shall deliver any aluminum, and (2) no person shall accept the delivery of any aluminum from any producer, smelter or fabricator or use any aluminum in manufacture.

(e) *Application for allocation of aluminum.* Each producer, smelter, fabricator, or such other person as the Director may designate, seeking an authorization required by this order for any month shall file a Form PD-26 for such month, on or before the 15th day of the second preceding month. Except where the customer is required to file an application on Form PD-26, no item shall be included unless the customer, on or before the 5th day of the second preceding month (1) shall have definitely requested the delivery thereof in such month, and (2) shall have filed with his purchase order, information as to the exact part to be made from the aluminum, the product in which such part is to be incorporated or assembled, and the end use to be made of such product, also, any further information which may be necessary to enable the supplier to fill out his Form PD-26. Where the customer is a fabricator or producer or smelter, he need only indicate to the supplier that he has filed such information on his own Form PD-26. The Director will issue specific allocations authorizing the deliveries which may be made, or the aluminum which may be used in manufacture during that month. A supplementary schedule permitting delivery for emergency items may be filed at any date, on Form PD-26.

(f) *Requirements relating to placement of orders with, and acceptance of orders*

by, producers, smelters, and fabricators. Only eligible items (as set forth in paragraph (g) below) shall be included on a Form PD-26 except when specific written approval has been secured from the Director for inclusion of certain other items. Request for inclusion of other than eligible items shall be made to the Aluminum and Magnesium Branch, War Production Board, giving the information specified in paragraph (e) (2) above. In the event such an application is denied, appeal for relief may be made to the War Production Board, Washington, D. C., on Form PD-500.

(g) *Eligible items.* Within the limits of available aluminum and fabricating facilities, the Director will authorize the essential requirements for the manufacture of the following eligible items:

(1) Implements of war as defined above which are being produced for any foreign country pursuant to the Act of March 11, 1941, "An Act to Promote the Defense of the United States" (Lend-Lease Act), or for the Army or Navy of the United States, the United States Maritime Commission, War Shipping Administration, or the Coast Guard, where the use of aluminum in the grade and to the extent employed is required by the latest issue of specifications of the respective government agencies applicable to the contract.

(2) Alloys, other than zinc base alloys. The amount permitted in any month will not exceed 12% by weight of the amount of such alloys produced during such month, and the aluminum content of any alloy produced will not be permitted to exceed 15% by weight.

(3) Carbometer wire.

(4) Cathodes for the electrolytic refining of zinc.

(5) Chemical processing equipment for use in manufacturing plants: *Provided*, That the customer certifies in writing to the manufacturers at the time of placing his order that the use of alternate material is impracticable, indicating reasons therefor, and the manufacturer causes a copy of such certification to be submitted to the War Production Board with the PD-26 Application.

(6) Commercial aircraft.

(7) Containers for intravenous solutions.

(8) Fixed electrolytic and paper condensers: *Provided*, That the person using the aluminum has filed required report with War Production Board for the preceding month, on Form PD-97.

(9) Orthopedic equipment: *Provided*, That lightweight is vital to the operation of the equipment.

(10) Repair and maintenance parts for mechanical or electrical equipment used domestically or in industry: *Provided*, That the manufacturer certifies in writing to the War Production Board that the use of other material is impracticable, stating the specific reasons therefor, and that an equivalent weight of similar defective aluminum parts has been returned by the manufacturer or his customers as evidenced by certificates obtained from waste material dealers or smelters. In

the event that the manufacturer operates his own foundry, the certificates of scrap parts disposed of should be attached to his PD-26 Proposed Shipping Schedule. In all other cases, the scrap certificates should support the manufacturer's application.

(11) Thermit reaction. For use in the manufacture of thermit powders and ferroalloys where and to the extent that the use of any other material is not possible.

(12) Welding rod and metallizing wire.

(13) X-ray tube housings.

Only low-grade aluminum will be allocated for the following items:

(14) Anhydrous aluminum chloride: *Provided*, That the customer certifies in writing to the manufacturer at the time of placing his order that such chloride will be used in the production of dyes for textiles, or in the production of synthetic rubber, high-octane gasoline, tear gas, nylon, or pharmaceuticals. Drosses or grindings may be authorized for this purpose.

(15) Match plates, patterns, core boxes, core dryers, and snap flasks; *Provided*, That the customer certifies in writing to the manufacturer that their use is essential to the fulfillment of quantity production orders bearing priority ratings higher than A-2. However, a manufacturer may use aluminum to make new pattern equipment, provided that the customer certifies that the new equipment will be used to fulfill quantity production orders bearing A-10 or higher priority ratings, and that he will supply an equivalent weight of defective or obsolete aluminum equipment, and upon approval on Form PD-26 the manufacturer may melt such scrap notwithstanding the provisions of Supplementary Order M-1-d.

(16) Pistons for engines of trucks (1½ tons or over), heavy duty tractors, Diesel engines, and engines in portable fire-fighting equipment.

(17) Steel deoxidizer. The total amount permitted for deoxidizing during any month will not average more than 0.6 pound per ton of carbon steel, and 2.0 pounds per ton of alloy steel, produced during such month. Steel foundries may be authorized to use during any month an average of not over 2.5 pounds per ton of steel castings produced during such month.

(18) Tools. Portable electric and pneumatic:

(i) In pneumatic and high cycle electric tools, except grinders: (a) net weight—eight pounds or under—any parts; (b) net weight over eight pounds and up to and including twenty-three pounds—motor housings and gear housings only; (c) net weight over twenty-three pounds—motor housings only.

(ii) In universal electric drills, screw drivers, nut runners, and tappers: (a) net weight ten pounds or under—any parts; (b) net weight over ten pounds and up to and including twenty-three pounds—motor housings and gear housings only; (c) net weight over twenty-three pounds—motor housings only.

Net weight shall be the net weight specified in each producer's latest catalog issued prior to April 18, 1942.

(iii) In all other universal electric tools and in pneumatic and high cycle electric grinders—any parts.

(iv) In handles cast integrally with motor housings.

(19) Zinc base alloy. Not in excess of 2% by weight of the amount of zinc base alloy produced during any month.

(h) *Temporary exception for military orders.* For a period of ninety days after the date of the issuance of this order, the prohibitions and restrictions contained in paragraph (f) of this order shall not apply to any application filed on Form PD-26, insofar as such application relates to the use of aluminum, or to the delivery of aluminum for use, in the manufacture of any item (or the necessary material therefor) which is being produced under a specific contract or subcontract for the Army or Navy of the United States, the United States Maritime Commission, the Panama Canal, the Coast and Geodetic Survey, Coast Guard, Civil Aeronautics Authority, National Advisory Committee for Aeronautics, the Office for Scientific Research and Development, or any foreign country pursuant to the Act of March 11, 1941, "An Act to Promote the Defense of the United States" (Lease-Lend Act) if, but only if, in any such case, the use of aluminum to the extent employed is required by the specifications of the prime contract.

(i) *Report of inventory.* Any person who, in any calendar quarter has had any ingot, similar raw forms of aluminum, or aluminum basic products as defined in paragraph (b) (4) or has used aluminum in manufacture shall, on or before the 20th of the month succeeding the end of the quarter, file an inventory report on Form PD-40A or such other form as may be prescribed for this purpose.

(j) *Dead stock.* Notwithstanding paragraph (d) above, all aluminum, which is not being used in, or which is in excess of reasonable needs for the manufacture of items approved on Form PD-26, shall be promptly disposed of pursuant either to Priorities Regulation No. 13, or where such Regulation does not apply, pursuant to Supplementary Order M-1-d.

(k) *Tolling.* Except as the Director may specifically authorize on Form PD-114, no aluminum shall be delivered or received for melting under any toll, repurchase or similar arrangement.

(l) *Operations of same person in different capacities.* Any person who, in the use of aluminum in manufacture, operates in more than one capacity, (for example, both as a producer and fabricator) shall, in each such capacity, be subject to the applicable obligations and restrictions imposed by this order. The initial putting into fabrication or other use of raw aluminum by a producer or smelter who produced the same shall be deemed a delivery thereof hereunder.

(m) *Violations.* Any person who willfully violates any provision of this order or who willfully furnishes false information to the Director in connection with

this order is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries or from processing or using material under priority control and may be deprived of priorities assistance.

(n) *Applicability of priorities regulations.* This order and all transactions affected thereby are subject to all applicable provisions of Priorities Regulations of the War Production Board, as amended from time to time. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-8064; Filed, August 18, 1942; 10:29 a. m.]

PART 923—TUNGSTEN

[Amendment 1 to General Preference Order M-29, as Amended June 30, 1942]

Section 923.3 *General Preference Order M-29*,¹ as amended June 30, 1942 is hereby amended as follows:

1. By changing the words "Director of Industry Operations" wherever they appear in the body of said section so as to read "Director General for Operations".
2. By amending paragraph (c) (2) of said section to read as follows:

(2) *Permissible deliveries.* Until further order or in the absence of a contrary direction by the Director General for Operations, the following transactions are permitted without specific authorization by the Director General for Operations;
(i) Tungsten in any form may be delivered by any person;

(a) To the Metals Reserve Company or to any other corporation organized under section 5 (d) of the Reconstruction Finance Corporation Act as amended (15 U.S.C., section 606 (b)), or to any duly authorized agent of any such corporation, or

(b) To any person in quantities of 25 pounds or less of contained tungsten, provided that the total quantity in terms of tungsten content which any person may receive pursuant to the provisions of this subparagraph during any one calendar month, beginning with the month of July, 1942, from all sources of supply shall be limited to 25 pounds.

(ii) Tungsten ores or concentrates may be delivered by any producer, dealer, or processor:

(a) To any processor for the purpose of being concentrated, further concentrated or beneficiated by the processor receiving such delivery, or

(b) To any dealer, provided that no dealer shall store or otherwise hold for

¹7 F.R. 4877.

more than 120 days any material acquired by him under the provisions of this subparagraph.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-8061; Filed, August 18, 1942; 10:31 a. m.]

PART 1042—IMPORTS OF STRATEGIC MATERIALS

[Amendment 3 of General Imports Order M-63, as Amended June 2, 1942]

1. Section 1042.1 *General Imports Order M-63*,¹ as amended June 2, 1942 is hereby amended by making the following changes in List I, List II, and List III:

Change	Material	Commerce Import Class Number
Add to List I....	Muru muru nut oil.....	*N. S. C. 0036.2
	Oleo oil.....	*N. S. C. 2255.6
	Tucum oil.....	2239.61
	Oiticica oil.....	2239.62
	Ouricury (uricury) nuts and kernels.....	*N. S. C. 0803.0
	Ouricury (uricury) oil.....	0803.1
	Sperm oil, crude, refined, or otherwise processed.....	3523.0
	Wool (apparel, finer than 44's).....	3527.0
		3529.0
Add to List II....	Cotton yarns and fabrics as follows:	
	Combed SAK cotton yarns, single or plied, in counts of 80's and finer.....	*N. S. C. 3970.0
	Tracing cloth.....	*N. S. C.
	Typewriter ribbon fabric.....	*N. S. C.
	Type HH balloon fabric.....	*N. S. C.
	Type SS balloon fabric.....	*N. S. C.
	Type MM airplane cloth.....	*N. S. C.
Add to List III....	Loofa (Luffa) sponges.....	*N. S. C. 5300.0
Remove from List III.	China clay or Kaolin.....	3521.0
	Wool (apparel, finer than 44's).....	

*N. S. C.—No Separate Class. Commodity number has not yet been assigned by the Department of Commerce. Statistical Classification of Imports.

2. This amendment shall take effect on August 21, 1942.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of August 1942.

AMORY HOUGHTON,
Director General for Operations.

[F. R. Doc. 42-8062; Filed, August 18, 1942; 10:32 a. m.]

¹7 F.R. 4199, 4404, 4878, 5638.

PART 1112—OFFICE MACHINERY

[Interpretation 1 of General Limitation Order L-54-c]

The following interpretation is hereby issued by the Director General for Operations with respect to § 1112.4, *General Limitation Order L-54-c*:¹

Under paragraph (e) (1) (iii) (a) of Order L-54-c, the Director General for Operations notifies manufacturers and dealers on Form PD-423 of quantities of new office machinery which "shall be delivered to the Army, the Navy, or the Maritime Commission, without further authorization." Under paragraph (e) (1) (iii) (b) of the same order, manufacturers and dealers may not deliver new office machinery except pursuant to an order "other than an order for the Army, the Navy or the Maritime Commission" accompanied by a preference rating on Form PD-1A.

Whether a delivery is "to" the Army, Navy or Maritime Commission within the meaning of paragraph (e) (1) (iii) (a) and whether an order is "for" the Army, Navy or Maritime Commission within the meaning of paragraph (e) (1) (iii) (b) are determined by the use to be made of the machinery. Delivery is considered as being made "to" the person for whose use the machinery is intended, whether delivery is made directly to such person or through an intermediary. An order is considered to be "for" the person for whose use the machinery is intended, whether the order is placed directly by such person or through an intermediary.

The terms "Army of the United States," "Navy of the United States" and "Maritime Commission" are defined in paragraph (a) (6) to exclude certain cost-plus-fixed-fee contractors. Accordingly, if an order is placed for machinery to be installed by such a contractor but intended for use by the Army, Navy or Maritime Commission, authorization should be secured on Form PD-423. On the other hand, if an order is placed for machinery to be used by such a contractor during the performance of his contract, it must be accompanied by a preference rating on Form PD-1A. These rules apply irrespective of the person or agency which places the order.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of August 1942.

AMORY HOUGHTON,

Director General for Operations.

[F. R. Doc. 42-8058; Filed, August 18, 1942; 10:29 a. m.]

¹ 7 F.R. 4202, 5479.

PART 3042—PILCHARD

[Conservation Order M-206]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of pilchard for defense, for private account and for export, and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3042.1 *General Preference Order M-206*—(a) *Definitions*. For the purposes of this order:

(1) "Delivery" means the transfer of pilchard to a processing plant, for canning or reduction, or to a place of storage, whether or not the same person owns or controls the vessel from which it is transferred, the plant, or the fish.

(2) "Pilchard" means raw, unprocessed pilchard (*Sardinia caerulea*), by whatever name known, including sardines.

(b) *Restrictions on delivery*. Unless authorized by the Director General for Operations, on and after September 1, 1942:

(1) No contract or agreement shall be entered into or carried out which directly or indirectly operates to place "limits" on the amount of pilchard which may be caught by any fishing vessel nor the frequency with which any pilchard fishing vessel shall leave port for or return from the fishing grounds.

(2) No fishing vessel with a cargo of pilchard aboard shall remain, or be required to remain, for more than twelve hours at a processing plant for unloading.

(3) No processing plant shall accept delivery of more pilchard than can be processed, by canning or reduction, in such plant within 48 hours after receipt of such pilchard.

(c) *Applications and reports*. (1) On and after September 1, 1942, no person owning or operating a fishing vessel shall make delivery of any pilchard to any person unless on or before the date of first delivery he files with the War Production Board a statement substantially in the form of Exhibit A attached hereto, certifying that he has not entered into any contract or agreement placing "limits" on his catch of pilchard, or if he has done so, that such "limits" are not now effective. Failure on the part of any person owning or operating a fishing vessel to file such statement may be construed as notice to the Director General for Operations that such person does not desire to make delivery of pilchard to any person.

(2) On and after September 1, 1942, no person shall accept delivery of pilchard unless on or before the date on which delivery is desired, he shall have filed with the War Production Board a statement substantially in the form of Exhibit B,

attached hereto, certifying that he has not directly or indirectly caused "limits" to be placed upon the catch of any vessel fishing for pilchard, or if he has done so, that such "limits" are not now effective. Failure by any person to file such statement may be construed as notice to the Director General for Operations that such person does not desire to accept delivery of pilchard.

(d) *Appeals*. Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship upon him may appeal to the War Production Board, by letter, setting forth the pertinent facts and reasons such person considers that he is entitled to relief. The Director General for Operations may take such action as he deems appropriate.

(e) *Records*. All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, purchases, production and sales.

(f) *Audit and inspection*. All records required to be kept by this order or by any rule, regulation or order of the Director General for Operations, shall, upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(g) *Communications to War Production Board*. All reports and certifications required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Food Branch, San Francisco, California. Ref.: M-206.

(h) *Violations*. Any person who willfully violates any provision of this order or who willfully furnishes false information to the Director General for Operations in connection with this order, is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance by the Director General for Operations.

(i) *Applicability of priorities regulations*. This order and all transactions affected thereby are subject to all applicable provisions of the Priorities Regulations of the War Production Board, as amended from time to time. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of August 1942.

AMORY HOUGHTON,

Director General for Operations.

EXHIBIT "A"
WAR PRODUCTION BOARD

WASHINGTON, D. C.

*Pilchard (Pacific sardine) Fishing Vessel
Owner's Certificate*

The undersigned hereby certifies that he owns or operates the fishing vessel _____

_____, Official No. _____; that he (Name of vessel)

intends to operate such vessel in the pilchard fisheries during the season 1942-1943; that neither he nor anyone else has entered into any contract or agreement placing limits on the catch of the said vessel, or, if he or anyone else has done so, that such limits are not now effective; that no such agreement will be entered into during the effective life of Order M-206, with the terms of which he is familiar; that he will not deliver pilchard to any person who, under the terms of Order M-206, is not entitled to receive the same; and that he will comply with the said Order M-206 and all orders or instructions issued by the Director General for Operations pursuant thereto.

(Name of Owner)

By _____
(Duly authorized official)

This certificate, when filled in, should be mailed to:

War Production Board
Food Branch
San Francisco, California Ref.: M-206

EXHIBIT "B"

WAR PRODUCTION BOARD

WASHINGTON, D. C.

Pilchard (Pacific sardine) Cannery and Reductionists Certificate

The undersigned hereby certifies that it is a processor of pilchard; that it is familiar with the terms of Order M-206 and agrees to comply with the said order and all orders or instructions issued by the Director General for Operations pursuant thereto; that it has not directly or indirectly caused limits to be placed upon the catch of any vessel fishing for pilchard, or, if it has done so that such limits are not now effective; that it will enter into no such agreement during the effective life of Order M-206.

(Date)

(Name of Company)

(Signature of Authorized Official)

This certificate, when filled in, should be mailed to:

War Production Board
Food Branch
San Francisco, California Ref.: M-206

[F. R. Doc. 42-8063; Filed, August 18, 1942; 10:32 a. m.]

Chapter XI—Office of Price Administration

PART 1305—ADMINISTRATION

[Supplementary Order 13]

RETAIL SELLERS OPERATING MORE THAN ONE ESTABLISHMENT

A statement of the considerations involved in the issuance of this order, issued simultaneously herewith, has been filed with the Division of the Federal Register.* For the reasons set forth in that statement and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, it is hereby ordered:

§ 1305.17 *Determination of maximum prices by sellers at retail operating more than one retail establishment.* (a) A seller who owns more than one establishment selling commodities or services at retail and who has had a fixed practice of selling commodities or services at retail at uniform or at substantially uniform prices in all or certain of such establishments may make written application to the Office of Price Administration, Retail Trade and Services Division, Washington, D. C., for authorization to determine and use uniform maximum prices under any price regulation issued or which may be issued by the Office of Price Administration in all of such establishments in which it has been the practice to charge uniform or substantially uniform prices. Such application shall state (1) the name and address of the principal office of the seller; (2) the number of separate retail establishments owned by the seller and the address of each such establishment; (3) the kind of merchandise or services dealt in by such retail establishments; (4) if the application relates to the sale of commodities, whether commodities are purchased centrally by the seller and distributed by the seller to such retail establishments or are purchased separately by such establishments; (5) a description of the fixed practice of the seller of selling commodities or services at uniform or substantially uniform prices in all or certain of such retail establishments, indicating the length of time during which such practice has been in effect and whether uniform selling prices are determined in a central office; (6) the names and addresses of the seller's most closely competitive sellers of the same class on a national or regional basis; and (7) any other facts which the seller wishes to submit in support of the application. If such authori-

*Copies may be obtained from the Office of Price Administration.

zation is given, it will be accompanied by instructions as to the method by which the seller may determine and use uniform maximum prices under the applicable maximum price regulations.

(b) *Definitions.* (1) "Price regulation", as used in this supplementary order, means a price schedule effective in accordance with the provisions of section 206 of the Emergency Price Control Act of 1942, a maximum price regulation or temporary maximum price regulation heretofore or hereafter issued by the Office of Price Administration, or any amendment or supplement thereto or order heretofore or hereafter issued thereunder.

(c) *Effective dates.* (1) This Supplementary Order No. 13 (§ 1305.17) shall become effective August 17, 1942. (Pub. Law 421, 77th Cong.)

Issued this 17th day of August, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-8049; Filed, August 17, 1942; 5:12 p. m.]

PART 1340—FUEL

[Amendment 17 to Maximum Price Regulation 120¹]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of the considerations involved in the issuance of this Amendment No. 17, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1340.207 of Maximum Price Regulation No. 120 is amended to read as follows:

§ 1340.207 *Petitions for amendment and adjustment or exception.* (a) The Administrator may by order grant an adjustment of or exception from the maximum prices to any producer who shows to the satisfaction of the Administrator that (1) its cost of production is above its mine realization at maximum prices, and (2) its maximum prices do not permit it to obtain its average October 1941 realization.

(b) The Administrator may by order grant an adjustment of or exception from the maximum prices to any producer who shows to the satisfaction of the Administrator that (1) the sale of its mine's entire production at the maximum prices would not return a realization equal to its representative cost of production prior

¹ 17 F.R. 3168, 3447, 3901, 4336, 4342, 4404, 4540, 4541, 4700, 5059, 5560, 5607.

to May 1942, and (2) such costs of production are of a continuing nature.

(c) The Administrator may by order grant an adjustment of or exception from the maximum prices to any producer who shows to the satisfaction of the Administrator that (1) its mine is unable to obtain October 1941 realization if all the coal produced at the mine were sold at the maximum prices and (2) the producer is thereby subjected to undue hardship, or the production or distribution of bituminous coal needed for war industries or industries directly connected with war industries is thereby impeded.

(d) Any person seeking relief, for which no provision is made in the foregoing paragraphs of this section, from a maximum price established under this Maximum Price Regulation No. 120 may present the special circumstances of his case in an application for an order of adjustment. Such an application shall be filed in accordance with Procedural Regulation No. 1 as amended, and shall set forth the facts relating to the hardship to which such maximum price subjects the applicant, together with a statement of the reasons why he believes that the granting of relief in his case and in all like cases will not defeat or impair the policy of the Emergency Price Control Act of 1942 and of this Maximum Price Regulation No. 120 to eliminate the danger of inflation.

(e) (1) In petitions filed pursuant to the provisions of this §1340.207, the petitioner should submit and the Office of Price Administration will consider all relevant cost and realization data and the necessity, in terms of the war effort for the granting of such adjustment or exception. Where cost of production varies from month to month and does not conform to average cost as indicated by monthly reports filed with the Bituminous Coal Division, petitioner must indicate which cost is regarded as representative and the reasons therefor, and also the reasons for the fluctuations.

(2) In connection with any requested increase or modification of the maximum prices, petitioner must indicate in detail whether, and if so, to what extent, such relief would cause or threaten to cause an increase in the level of retail prices, specifying for each size in which a change is requested the percentage of his distribution thereof which normally moves to retail dealers and the prices at which

such coals were sold to retail dealers in each month during the last quarter of 1941 and the first quarter of 1942. Where petitioner claims that the maximum price cannot be obtained on certain sizes, the petition shall indicate the maximum amount which can be obtained in each such size and a historical comparison, since October 1940, of the price relationship in the market between petitioner's coals in such sizes and other similarly classified coals.

(3) The Office of Price Administration may require in connection with any such petition, filed under the provisions of this section, full data on costs, profits and other relevant factors. Petitions for adjustment or exception pursuant to this §1340.207 shall be filed in accordance with Procedural Regulation No. 1 as amended, issued by the Office of Price Administration.

(f) Persons seeking any modification of this Maximum Price Regulation No. 120 or any adjustment or exception not provided for therein may file petitions for amendment in accordance with the provisions of Procedural Regulation No. 1 as amended, issued by the Office of Price Administration.

§ 1340.211a *Effective dates of amendments.* * * *

(r) Amendment No. 17 (§1340.207) to Maximum Price Regulation No. 120 shall become effective August 22, 1942.

Issued this 17th day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-8050; Filed, August 17, 1942;
5:13 p. m.]

PART 1340—FUEL

[Amendment 18 to Maximum Price Regulation 120¹]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

A new subdivision (i) is added to paragraph (b) (4) of §1340.219, as set forth below.

* Copies may be obtained from the Office of Price Administration.

¹7 F.R. 3168, 3447, 3901, 4336, 4342, 4404, 4540, 4541, 4700, 5059, 5560, 5607, 5827, 5835.

§ 1340.219 *Appendix H. Maximum Price for Bituminous Coal Produced in District No. 8.* * * *

(b) * * *

(4) *Maximum prices in cents per net ton for railroad fuel.* * * *

(1) *Special price instructions.* (a) Maximum prices for run of mine and resultant run of mine (larger than 2½" x 0, but not exceeding 6" x 0) coals for sales to the Georgia Railroad for locomotive fuel shall not exceed \$2.50 and \$2.30 per net ton, respectively.

§ 1340.211a *Effective dates of amendments.* * * *

(s) Amendment No. 18 (§1340.219 (b) (4) (i)) to Maximum Price Regulation No. 120 shall become effective August 22, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-8047; Filed, August 17, 1942;
5:12 p. m.]

PART 1362—CERAMIC PRODUCTS, STRUCTURAL CLAY PRODUCTS AND OTHER MASON MATERIALS

[Maximum Price Regulation 206]

VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

In the judgment of the Price Administrator it is necessary and proper in order to effectuate the purposes of the Emergency Price Control Act of 1942 to establish as the maximum prices for vitrified clay sewer pipe and allied products the prices prevailing with respect thereto during the period October 1 to 15, 1941.

The maximum prices established by this regulation are, in the judgment of the Price Administrator generally fair and equitable and in conformity with the general level of prices established by the General Maximum Price Regulation.¹ A statement of the considerations involved in the issuance of this regulation, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

¹7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5276, 5192, 5365, 5445, 5565, 5484, 5775, 5783, 5784, 6058, 6081, 6007, 6216.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1,² issued by the Office of Price Administration, Maximum Price Regulation No. 206 is hereby issued:

AUTHORITY: §§ 1362.101 to 1362.115 inclusive, issued under Public Law 421, 77th Cong.

§ 1362.101 *Maximum prices for vitrified clay sewer pipe and allied products.* On and after August 22, 1942, regardless of any contract, agreement, lease, or other obligation, no person shall sell or deliver any vitrified clay sewer pipe or allied products, where shipment originates at the factory where the products are made rather than at a distribution yard, and no person shall buy or receive any of the foregoing products in the course of trade or business, where shipment originates at a factory, at prices higher than the maximum prices set forth in Appendices A, B, and C hereof, incorporated herein as §§ 1362.113, 1362.114, and 1362.115, and no person shall agree, offer, solicit, or attempt to do any of the foregoing. The provisions of this section shall not be applicable to sales or deliveries of vitrified clay sewer pipe and allied products to a purchaser if prior to August 22, 1942 such vitrified clay sewer pipe and allied products had been received by a carrier, other than a carrier owned or controlled by the seller, for shipment to such purchaser.

§ 1362.102 *Less than maximum prices.* Lower prices than those set forth in Appendices A (§ 1362.113), B (§ 1362.114), and C (§ 1362.115) may be charged, demanded, paid, or offered.

§ 1362.103 *Conditional agreements.* No seller of vitrified clay sewer pipe or allied products shall enter into an agreement permitting the adjustment of the price to prices which may be higher than maximum prices provided by §§ 1362.113, 1362.114, and 1362.115 in the event that this Maximum Price Regulation No. 206 is amended or is determined by a court to be invalid or upon any other contingency: *Provided*, That if a petition for amendment (or for adjustment or for exception) has been duly filed, and such petition requires extensive consideration, and the Price Administrator determines that an exception should be made in the public interest pending such consideration, the Price Administrator may grant an exception from the provisions of this section permitting the making of contracts adjustable upon the granting of the petition for amendment (or for adjustment or exception, as the case may be). Requests for such an exception may be included in the aforesaid petition for amendment (or for adjustment or for exception).

§ 1362.104 *Evasion.* (a) The price limitations set forth in this Maximum Price Regulation No. 206 shall not be evaded, whether by direct or indirect

methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase, or receipt of or relating to vitrified clay sewer pipe and allied products, alone or in conjunction with any other commodity, or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying agreement or other trade understanding, or by unnecessarily routing vitrified clay sewer pipe and allied products through a distribution yard or otherwise.

§ 1362.105 *Records and reports.* (a) Every person making purchases or sales subject to this Maximum Price Regulation No. 206 of vitrified clay sewer pipe and allied products in the amount of \$200.00 or more in any one month, after August 21, 1942, shall keep for inspection by the Office of Price Administration for a period of not less than two years, a complete and accurate record of each purchase, sale, or delivery showing the date thereof, the name and address of the buyer or the seller, the point of origin and the point of delivery of the shipment, the price paid or received, and the quantity of each grade and classification of the product purchased, sold, or delivered.

(b) Every person making a purchase or sale subject to this Maximum Price Regulation No. 206 of vitrified clay sewer pipe and allied products shall submit such reports to the Office of Price Administration as it may from time to time require.

§ 1362.106 *Enforcement.* (a) Persons violating any provisions of this Maximum Price Regulation No. 206 are subject to the criminal penalties, and civil enforcement actions, and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Maximum Price Regulation No. 206 or any Price Schedule, regulation, or order issued by the Office of Price Administration or of any acts or practices which constitute such a violation are urged to communicate with the nearest district, state, field or regional office of the Office of Price Administration or its principal office in Washington, D. C.

§ 1362.107 *Applications for adjustment.* The Office of Price Administration may by order adjust any maximum price established under this Maximum Price Regulation No. 206 in any case in which the seller shows that such maximum price causes him substantial hardship. Any person seeking relief from a maximum price established under this Maximum Price Regulation No. 206 may present the special circumstances of his case in an application for an order of adjustment. Such an application shall be filed in accordance with Procedural Regulation No. 1 and shall set forth the facts relating to the hardship to which the maximum price subjects the applicant, together with a statement of the reasons why he believes that the granting of relief in his case and in all like

cases will not defeat or impair the policy of the Emergency Price Control Act of 1942 or of this Maximum Price Regulation No. 206 to eliminate the danger of inflation.

§ 1362.108 *Petitions for amendment.* Persons seeking any modification to this Maximum Price Regulation No. 206 or any adjustment or exception not provided for herein may file petitions for amendment in accordance with the provisions of Procedural Regulation No. 1, issued by the Office of Price Administration.

§ 1362.109 *Definitions.* (a) When used in the Maximum Price Regulation No. 206, the term:

(1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(2) "Vitrified clay sewer pipe and allied products" means any sewer pipe, pipe fittings, flue linings, and wall copings, of the types listed in Appendices A (§ 1362.113), B (§ 1362.114), and C (§ 1362.115) made from surface clay, fire clay, or shale, or combinations of these materials.

(3) "Carload shipment" means a shipment or quantity of vitrified clay sewer pipe and allied products which totals at least the minimum weight, as set forth in the tariffs of railroad carriers, upon which the railroad carload rate from the point of shipment to the point of destination is based, *Provided, however*, That where a smaller quantity is shipped which would move at the railroad carload rate rather than at the railroad less-than-carload rate because a lower transportation charge is produced thereby, such smaller quantity shall be considered a carload shipment.

(4) "Pick up basis" when used in reference to a sale means a transaction in which a purchaser takes delivery of products at the factory and removes the products from the factory in a conveyance provided by the purchaser.

(5) "Distribution yard" means a place of business at which vitrified clay sewer pipe and allied products are received for purposes of storing and resale.

(6) "Factory" means a place where vitrified clay sewer pipe and allied products are made.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used herein.

§ 1362.110 *General Maximum Price Regulation superseded.*³ The provisions of this Maximum Price Regulation No. 206 supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries for which

² 7 F.R. 971, 3663.

³ *Supra*, note 1.

maximum prices are established by this regulation.

§ 1362.111 *Export sales.* The maximum price at which a person may export vitrified clay sewer pipe and allied products shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation⁴ issued by the Office of Price Administration.

§ 1362.112 *Effective date.* This Maximum Price Regulation No. 206 (§§ 1362.101 to 1362.115, inclusive), shall become effective August 22, 1942.

§ 1362.113 *Appendix A: Maximum prices for vitrified clay sewer pipe and allied products when delivery to the purchaser is within the Eastern Area—(a) Application.* The provisions of Appendix A shall apply to sales of vitrified clay sewer pipe and allied products when delivery to the purchaser is within the Eastern Area which is hereby defined as the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, District of Columbia, Virginia, West Virginia, Ohio, lower peninsula of Michigan, and that part of Kentucky described as follows: All points in Campbell and Kenton Counties and points located on the Chesapeake and Ohio Railway from Covington to Catlettsburg, inclusive, and all points on the Big Sandy Division of the Chesapeake and Ohio Railway.

(b) *List prices.* The list prices of vitrified clay sewer pipe and allied products when delivery to the purchaser is within the Eastern Area shall be as shown in the following tables numbered 1 to 19, inclusive. Each item shown in the tables of List Prices carries a discount number which is shown opposite such item in the right-hand column and/or columns of each table.

ARRANGEMENT OF TABLES FOR VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

Description of products	Table Nos.
Flue lining: Rectangular or square	16
Flue lining: Round	17
Flue Rings	18
Sewer Pipe: #1 Single strength	1
Sewer Pipe: #1 double strength	2
Sewer Pipe: #2 single strength	3
Sewer Pipe: #2 double strength	4
Sewer Pipe Fittings:	
Curves	6
Elbows	6
Increasers	6
Reducers	6
Saddles	6
Sants	6
Stoppers	6
Strainers	6

⁴ 7 F.R. 5059.

T's: single and double; standard and special	5
Traps:	
Catch basin	13
Half	12
H.H.	8
Double H.H.	9
Center H.H.	10
P & R	7
S	11
Vee Branches	6
Y Branches: single and double; standard and special	5
Stove Pipe	19
Stove Pipe Fittings:	
Anchor bonnetts	19
Bird cage wind guards	19
Bottoms	19
Chimney bases	19
Double openings	19
Drop bottoms	19
Keg bonnetts	19
Mandary tops	19
O. G. bonnetts	19
Single openings	19
Wall Coping:	
Camel back	14
Double slant	14
New style	14
Single slant	15
Wall coping fittings:	
Angles	14 and 15
Closed ends or starters	14 and 15
Corners	14 and 15
Tees	14 and 15

TABLE 1.—SEWER PIPE: #1 SINGLE STRENGTH—2 FT. AND 3 FT. LENGTHS

Inside diameter, inches	Per foot	Discount No.	
		2 feet	3 feet
3	\$0.30	2	6
4	.30	2	6
5	.45	2	6
6	.45	2	6
8	.70	2	4
9	1.05	2	4
10	1.05	2	4
12	1.35	2	4
15	1.80	2	4
18	2.50	2	4
20	3.00	2	4
21	3.50	2	4
22	4.00	2	4
24	4.50	2	4
27	6.50	10	10
30	7.20	11	11
33	9.00	13	13
36	10.25	13	13

TABLE 2.—SEWER PIPE: #1 DOUBLE STRENGTH 2 FT. AND 3 FT. LENGTHS

Inside diameter, inches	Per foot	Discount No.	
		2 feet	3 feet
15	\$1.80	7	11
18	2.50	11	12
20	3.00	11	12
21	3.50	11	12
22	4.00	11	12
24	4.50	11	12
27	6.50	14	14
30	7.20	14	14
33	9.00	16	16
36	10.25	16	16

TABLE 3.—SEWER PIPE: #2 SINGLE STRENGTH 2 FT. AND 3 FT. LENGTHS

Inside diameter, inches	Per foot	Discount No.	
		2 feet	3 feet
8	\$0.30	1	1
4	.30	1	1
5	.45	1	1
6	.45	1	1
8	.70	1	1
9	1.05	1	1
10	1.05	1	1
12	1.35	1	1
15	1.80	1	1
18	2.50	1	1
20	3.00	1	1
21	3.50	1	1
22	4.00	1	1
24	4.50	1	1
27	6.50	1	9
30	7.20	1	9
33	9.00	1	15
36	10.25	1	15

TABLE 4.—SEWER PIPE: #2 DOUBLE STRENGTH 2 FT. AND 3 FT. LENGTHS

Inside diameter, inches	Per foot	Discount No.	
		2 feet	3 feet
15	\$1.80	3	3
18	2.50	5	5
20	3.00	5	5
21	3.50	5	5
22	4.00	5	5
24	4.50	5	5
27	6.50	5	9
30	7.20	5	9
33	9.00	5	15
36	10.25	5	15

TABLE 5.—SEWER PIPE FITTINGS: STANDARD AND SPECIAL Y AND T BRANCHES: SINGLE AND DOUBLE

Size (inches)	Y's and T's		Double Y's and T's		Discount No.
	2 feet each	3 feet each	2 feet each	3 feet each	
3 x 3	\$1.20	---	\$2.40	---	2
4 x 3	1.20	---	2.40	---	2
4 x 4	1.20	---	1.50	---	2
5 x 3	2.25	---	3.60	---	2
5 x 4	1.80	---	2.25	---	2
5 x 5	1.80	---	3.60	---	2
6 x 3	2.25	---	3.60	---	2
6 x 4	1.80	\$2.25	2.25	\$2.70	2
6 x 5	1.80	2.25	2.25	2.70	2
6 x 6	1.80	2.25	3.60	4.05	2
8 x 3	3.50	4.20	5.60	6.30	2
8 x 4	2.80	3.50	5.60	6.30	2
8 x 5	2.80	3.50	3.50	4.20	2
8 x 6	2.80	3.50	3.50	4.20	2
8 x 8	3.50	4.20	5.60	6.30	2
9 x 4	4.20	5.25	8.40	9.45	2
9 x 5	4.20	5.25	8.40	9.45	2
9 x 6	4.20	5.25	8.40	9.45	2
9 x 8	4.20	5.25	8.40	9.45	2
9 x 9	5.25	6.30	8.40	9.45	2
10 x 4	4.20	5.25	8.40	9.45	2
10 x 5	4.20	5.25	8.40	9.45	2
10 x 6	4.20	5.25	8.40	9.45	2
10 x 8	4.20	5.25	8.40	9.45	2
10 x 10	5.25	6.30	8.40	9.45	2
12 x 4	5.40	6.75	10.80	12.15	2
12 x 5	5.40	6.75	10.80	12.15	2
12 x 6	5.40	6.75	10.80	12.15	2
12 x 8	5.40	6.75	10.80	12.15	2
12 x 9	6.75	8.10	10.80	12.15	2
12 x 10	6.75	8.10	10.80	12.15	2
12 x 12	6.75	8.10	10.80	12.15	2

Red

TABLE 5.—SEWER PIPE FITTINGS: STAND-ARD AND SPECIAL Y AND T BRANCHES, SINGLE AND DOUBLE—Continued

Size (inches)	Y's and T's		Double Y's and T's		Discount No.
	2 feet each	3 feet each	2 feet each	3 feet each	
15 x 4	\$7.20	\$9.00	\$14.40	\$16.20	2
15 x 5	7.20	9.00	14.40	16.20	2
15 x 6	7.20	9.00	14.40	16.20	2
15 x 8	7.20	9.00	14.40	16.20	2
15 x 9	7.20	9.00	14.40	16.20	2
15 x 10	7.20	9.00	14.40	16.20	2
15 x 12	9.00	10.80	14.40	16.20	2
15 x 15		16.20		18.00	2
18 x 4	10.00	12.50	20.00	22.50	2
18 x 5	10.00	12.50	20.00	22.50	2
18 x 6	10.00	12.50	20.00	22.50	2
18 x 8	10.00	12.50	20.00	22.50	2
18 x 9	10.00	12.50	20.00	22.50	2
18 x 10	10.00	12.50	20.00	22.50	2
18 x 12	10.00	12.50	20.00	22.50	2
18 x 15		22.50		25.00	2
18 x 18		22.50		25.00	2
20 x 4	12.00	15.00	24.00	27.00	2
20 x 5	12.00	15.00	24.00	27.00	2
20 x 6	12.00	15.00	24.00	27.00	2
20 x 8	12.00	15.00	24.00	27.00	2
20 x 10	12.00	15.00	24.00	27.00	2
20 x 12	12.00	15.00	24.00	27.00	2
20 x 15		27.00		30.00	2
20 x 18		27.00		30.00	2
20 x 20		27.00		30.00	2
21 x 4	14.00	17.50	28.00	31.50	2
21 x 5	14.00	17.50	28.00	31.50	2
21 x 6	14.00	17.50	28.00	31.50	2

TABLE 5.—SEWER PIPE FITTINGS: STAND-ARD AND SPECIAL Y AND T BRANCHES, SINGLE AND DOUBLE—Continued

Size (inches)	Y's and T's		Double Y's and T's		Discount No.
	2 feet each	3 feet each	2 feet each	3 feet each	
21 x 8	\$14.00	\$17.50	\$28.00	\$31.50	2
21 x 10	14.00	17.50	28.00	31.50	2
21 x 12	14.00	17.50	28.00	31.50	2
21 x 15		31.50		35.00	2
21 x 18		31.50		35.00	2
21 x 20		31.50		35.00	2
21 x 21		31.50		35.00	2
22 x 4	16.00	20.00	32.00	36.00	2
22 x 5	16.00	20.00	32.00	36.00	2
22 x 6	16.00	20.00	32.00	36.00	2
22 x 8	16.00	20.00	32.00	36.00	2
22 x 10	16.00	20.00	32.00	36.00	2
22 x 12	16.00	20.00	32.00	36.00	2
22 x 15		36.00		40.00	2
22 x 18		36.00		40.00	2
22 x 20		36.00		40.00	2
22 x 21		36.00		40.00	2
22 x 22		36.00		40.00	2
24 x 4	18.00	22.50	36.00	40.50	2
24 x 5	18.00	22.50	36.00	40.50	2
24 x 6	18.00	22.50	36.00	40.50	2
24 x 8	18.00	22.50	36.00	40.50	2
24 x 10	18.00	22.50	36.00	40.50	2
24 x 12	18.00	22.50	36.00	40.50	2
24 x 15		40.50		45.00	2
24 x 18		40.50		45.00	2
24 x 20		40.50		45.00	2
24 x 21		40.50		45.00	2

TABLE 9.—SEWER PIPE FITTINGS: DOUBLE H. H. TRAPS

Size	Each	Discount No.
3"	\$3.60	2
4"	3.60	2
5"	5.40	2
6"	5.40	2
8"	8.40	2

TABLE 10.—SEWER PIPE FITTINGS: CENTER H. H. TRAPS

Size	Each	Discount No.
4 x 4"	\$2.40	2
5 x 4"	3.60	2
5 x 5"	3.60	2
6 x 4"	3.60	2
6 x 5"	3.60	2
6 x 6"	4.50	2
8 x 3"	7.00	2
8 x 4"	7.00	2
8 x 5"	7.00	2
8 x 6"	7.00	2
8 x 8"	7.00	2

Center H. H. Traps not listed above take 10 times the list price of 1 foot of pipe of same size.

TABLE 11.—SEWER PIPE FITTINGS: S TRAPS

Size	Each	Discount No.
3"	\$3.00	2
4"	3.00	2
5"	4.50	2
6"	4.50	2
8"	7.00	2

TABLE 12.—SEWER PIPE FITTINGS: HALF TRAPS

Size	Each	Discount No.
4"	\$2.40	2
5"	3.60	2
6"	3.60	2
8"	5.60	2
10"	10.50	2
12"	10.50	2
	20.25	2

TABLE 6.—SEWER PIPE FITTINGS: VEE BRANCHES, CURVES AND ELBOWS, SLANTS, INCREASES AND DECREASES, SADDLES, STOPPERS AND STRAINERS

Inside diameter, inches	Ve e branches, each	Curves, each	Elbows, each	Slants, 2 foot or less, each	Increase s and reduce s, each	Saddles, each	Stoppers, each	Strainers, each	Discount No.
3	\$3.00	\$1.20	\$1.20	\$1.80		\$1.20	\$0.15	\$0.30	2
4	3.00	1.20	1.20	1.80	\$1.20	1.20	.15	.30	2
5	4.50	1.80	1.80	1.80	1.80	1.80	.22 1/2	.45	2
6	4.50	1.80	1.80	1.80	1.80	1.80	.22 1/2	.45	2
8	7.00	2.80	2.80	2.80	2.80	2.80	.35	.70	2
9	10.50	4.20	4.20	4.20	4.20	4.20	.52 1/2	1.05	2
10	10.50	4.20	4.20	4.20	4.20	4.20	.52 1/2	1.05	2
12	13.50	5.40	5.40	5.40	8.10	5.40	.67 1/2	1.35	2
15	18.00	7.20	14.40	7.20	10.80		5.40		2
18	25.00	10.00	20.00	15.00	15.00		7.50		2
20	30.00	12.00	24.00	18.00	18.00				2
21	35.00	14.00	28.00	21.00	21.00				2
22	40.00	16.00	32.00	24.00	24.00				2
24	45.00	18.00	36.00	27.00	27.00				2

NOTE.—Curves and elbows in sizes 10" and 12", when furnished molded, take 5 times the price of 1 foot of pipe of same size.

NOTE.—Curves and elbows 3" to 8", inclusive, when furnished in 24" lengths, take 6 times the price of 1 foot of pipe of same size.

TABLE 7.—SEWER PIPE FITTINGS: P. & R. TRAPS

Size	Each	Discount No.
3"	\$2.40	2
4"	2.40	2
5"	3.60	2
6"	3.60	2
8"	5.60	2
9"	15.75	2
10"	15.75	2
12"	27.00	2

TABLE 8.—SEWER PIPE FITTINGS: H. H. TRAPS

Size	Each	Discount No.
3 x 3"	\$2.40	2
4 x 4"	2.40	2
5 x 4"	3.60	2
5 x 5"	3.60	2
6 x 4"	3.60	2
6 x 5"	3.60	2
6 x 6"	3.60	2
8 x 5"	5.60	2
8 x 6"	5.60	2
10 x 3"	15.75	2
10 x 4"	15.75	2
10 x 5"	15.75	2
10 x 6"	15.75	2
10 x 8"	15.75	2
10 x 10"	15.75	2
12 x 3"	27.00	2
12 x 4"	27.00	2
12 x 5"	27.00	2
12 x 6"	27.00	2
12 x 8"	27.00	2
12 x 10"	27.00	2
12 x 12"	27.00	2

H. H. Traps not listed above take ten times the list price of one foot of Pipe of the same size.

TABLE 13.—SEWER PIPE FITTINGS: CATCH BASIN TRAPS

Size	Each	Discount No.
6 x 4"	\$2.25	2

TABLE 14.—WALL COPING AND FITTINGS: DOUBLE SLANT CAMEL BACK AND NEW STYLE

	Sizes			Discount No.	
	9"	13"	18"	Double slant, camel back	New style
Straight Coping, per ft.	\$0.40	\$0.60	\$1.20	2	8
Corners, each	1.20	1.80	3.60	2	8
Closed Ends or Starters, each	1.20	1.80	3.60	2	8
Angles, each	2.00	3.00	6.00	2	8
Tees, each	3.20	4.80	9.60	2	8

TABLE 15.—WALL COPING AND FITTINGS: SINGLE SLANT COPING

	Sizes			Discount No.
	9"	13"	18"	
Straight coping, per ft.	\$0.50	\$1.20	\$2.40	2
Corners, each	2.40	3.60	7.20	2
Closed ends or starters, each	2.40	3.60	7.20	2
Angles, each	6.00	6.00	12.00	2
Tees, each	6.40	9.60	19.20	2

TABLE 16.—FLUE LINING: SQUARE OR RECTANGULAR

Size (inches)	Price per foot	Discount No.
4½ x 8½	\$0.45	2
4½ x 13	.60	2
7½ x 7½	.45	2
8½ x 8½	.60	2
8½ x 13	.90	2
8½ x 18	1.35	2
13 x 13	1.15	2
13 x 18	1.75	2
18 x 18	2.25	2
20 x 20	3.25	15
20 x 24	3.75	15
24 x 24	4.25	15

TABLE 19.—STOVE PIPE AND FITTINGS

Inside diameter, inches	Stove pipe, per foot	Single openings, each	Double openings, each	Bottoms 2 feet long, each	Drop bottoms, each	Mandatory lops keg and O. G. bonnets and bird-cage wind guards	Anchor bonnets and chimney	Discount No.
5	\$0.45	\$1.80	\$2.25	\$1.80	\$2.70			2
6	.45	1.80	2.25	1.80	2.70	\$2.70	\$2.25	2
7	.70	2.80	3.50	2.80	4.20	4.20	3.50	2
8	.70	2.80	3.50	2.50	4.20	4.90	3.50	2
9	1.05	4.20		4.20				2
10	1.05	4.20		4.20				2
12	1.35	5.40		5.40				2
15	1.80	7.20		7.20				2
18	2.50	10.00		10.00				2
20	3.00	12.00		12.00				2
24	4.50	18.00		18.00				2

Single or Double Openings supplied with or without closed ends.
Single or Double Openings, with closed end, take 50% additional to list price.

(c) *Percentage discounts.* The percentage discounts set forth in the table below are so arranged that the applicable percentage discount for any item for delivery in any freight zone in the Eastern Area can be determined by the following procedure: select the discount number shown on the list price tables for the desired item. An identical number appears in the left-hand column of the table below. The horizontal line of fig-

ures at the top of the table indicates various rail freight rate zones per cwt. from Akron, Ohio, to points of destination. After determining the proper freight zone within which the destination point falls, the applicable percentage discount will be found at the junction of the vertical freight zone column and the horizontal line at which the predetermined discount number appears.

[Percentage discounts]

Discount No.	1-10½	11-13½	14-16½	17-19½	20-22½	23-25½	26-28½	29-31½	32-34½	35-37½	38-40½	41-43½	44-46½	47-49½	50-52½
1	73	72	71	70	69	68	67	66	65	64	63	62	61	60	59
2	70	69	68	67	66	65	64	63	62	61	60	59	58	57	56
3	70	69	67	66	64	63	61	60	58	57	55	54	52	51	49
4	67	66	65	64	63	62	61	60	59	58	57	56	55	54	53
5	67	66	64	63	61	60	58	57	55	54	52	51	49	48	46
6	65	64	63	62	61	60	59	58	57	56	55	54	53	52	51
7	65	64	62	61	59	58	56	55	53	52	50	49	47	46	45
8	64	63	62	61	60	59	58	57	56	55	54	53	52	51	50
9	63	62	61	60	59	58	57	56	55	54	53	52	51	50	49
10	62	61	60	59	58	57	56	55	54	53	52	51	50	49	48
11	62	61	59	58	56	55	53	52	50	49	47	46	44	43	41
12	59	58	56	55	53	52	50	49	47	46	44	43	41	40	38
13	57	56	55	54	53	52	51	50	49	48	47	46	45	44	43
14	57	56	54	53	51	50	49	48	47	46	45	44	43	42	41
15	57	56	55	54	53	52	51	50	49	48	47	46	45	44	43
16	52	51	49	48	46	45	43	42	40	39	37	36	34	33	31

1 Fractional rates in excess of the highest rate in one zone fall within the next highest zone.

TABLE 17.—FLUE LINING: ROUND

Inside measure, inches	Price per foot	Discount No.
6	\$0.45	2
7	.70	2
8	.70	2
10	1.05	2
12	1.35	2
15	1.80	2
18	2.50	2
20	3.00	2
22	3.50	2
24	4.00	2
	4.50	2

TABLE 18.—FLUE LINING: FLUE RINGS

With or without flange]			
Inside diameter inches	List price, each	Lengths (inches)	Discount No.
5	\$0.75	4½, 6, 9, 12	2
6	.75	4½, 6, 9, 12	2
7	1.05	4½, 6, 9, 12	2
8	1.05	4½, 6, 9, 12	2
9	1.25	4½, 6, 9, 12	2
10	1.25	4½, 6, 9, 12	2
12	1.50	4½, 6, 9, 12	2

(d) *Maximum prices.* Maximum prices shall be determined by applying to the list prices in Tables 1-19 inclusive the discount as determined in paragraph (c) hereof in accordance with the rules set forth in the following paragraph hereof:

(1) The maximum delivered prices, full freight allowed, for straight and mixed carload shipments by rail shall be determined by applying the appropriate discounts to the list prices contained in paragraph (b) of Appendix A.

(2) The maximum f. o. b. factory prices for less than carload shipments by rail shall be determined by applying to the list prices contained in paragraph (b) hereof the discounts (established in paragraph (c)) applicable to a carload shipment by rail to a point where the railroad carload rate per hundredweight from Akron, Ohio, does not exceed 10 cents. Delivered prices may be charged which do not exceed such maximum prices plus the less than carload rail charges from the factory to the point of delivery designated by the purchaser.

(3) The maximum delivered prices, full freight allowed, for all shipments by motor carrier shall be determined by applying to the list prices contained in paragraph (b) hereof discounts two points shorter than the discounts (established in paragraph (c)) which would be applicable had the shipment been a carload shipment by rail.

(4) The maximum price f. o. b. factory for sales on a "pick-up" basis shall be the maximum f. o. b. factory prices for less than carload shipments by rail.

(e) *Delivery obligations.* For purposes of this section the delivery obligation on all sales (except those on a "pick-up basis") shall be considered as completed when, in the case of rail shipment, the shipment arrives at the rail siding nearest the location designated by the purchase; or when, in the case of shipment by motor carrier, the shipment arrives at the site designated by the purchaser.

(f) *Taxes.* There may be added to the maximum price established by this Maximum Price Regulation No. 206 the amount of tax levied by any Federal excise tax statute or any State or municipal sales, gross receipts, gross proceeds, or compensating use tax statute or ordinance, under which the tax is measured by gross proceeds or units of sale, if, but only if, (1) such statute or ordinance requires the vendor to state the tax, separately from the purchase price, paid by the purchaser, consumer, or user, on the bill, sales check, or evidence of sale, at the time of the transaction; or (2) such statute or ordinance requires such tax to be separately paid by the purchaser, consumer or user with tokens or other media of State or municipal tax payment; or (3) such a statute or ordinance permits the vendor to state such tax separately, and such tax is in fact stated separately by the vendor. The amount of tax permitted to be added by this paragraph shall in no event exceed that paid by the purchaser, consumer, or user.

(g) *Credit terms.* The maximum prices established in this appendix shall not be increased by any charges for the extension of credit and shall be reduced for prompt payment of invoices to the extent that they were or would have been reduced on October 1, 1941, for such payment in the case of sales to a purchaser recognized by the trade as in the same class as the person purchasing under this Maximum Price Regulation No. 206.

(h) *Other factors.* The maximum prices established in this appendix include all commissions. The seller may not add to the maximum prices a charge for performing services that are not specified in this Maximum Price Regulation No. 206.

§ 1362.114 *Appendix B: Maximum prices for vitrified clay sewer pipe and allied products when delivery to the purchaser is within the Southern Area.*

(a) *Application.* The provision of Appendix B shall apply to all sales of vitrified clay sewer pipe and allied products when delivery to the purchaser is within the Southern Area which is hereby defined as the States of North Carolina, South Carolina, Georgia, Alabama, Florida, Tennessee, Mississippi, and Louisiana east of the Mississippi River.

(b) *List prices.* The list prices of vitrified clay sewer pipe and allied products when delivery to the purchaser is within the Southern Area shall be as shown in the following tables numbered 1 to 10, inclusive. Each item shown in the tables of List Prices carries a discount number which is shown opposite such items in the right-hand column and/or columns of each table.

ARRANGEMENT OF TABLES FOR VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

Description of products

Flue Lining:	Table Nos.
Rectangular	7
Round	8
Flue Rings	9
Sewer Pipe: #1 and #2	1
Sewer Pipe Fittings:	
Curves	3
Elbows	3
Increases	3
Reducers	3
Saddles	3
Slants	3
Stoppers	3
Strainers	3
T's: Single and Double, Standard & Special	2
Traps:	
H. H.	5
P & R	4
Vent	5
Vee Branches	3

* Florida shall be divided into two areas to be known as North Florida and South Florida. The dividing line shall be a line running from the East Coast of Florida just south of the city limits of New Smyrna, north of Mount Dora and just south of Leesburg and Inverness to the West Coast.

Sewer Pipe Fittings—Con.	Table Nos.
Y Branches: Single and Double, Standard and Special	2
Stove Pipe	10
Stove Pipe Fittings	10
Anchor Bonnets	10
Chime Bottom	10
Double Openings	10
Drop Bottoms	10
Wall Coping: Double Slant	6
Wall Coping Fittings	6
Angles	6
Closed Ends or Starters	6
Corners	6
Tees	6

TABLE 1.—SEWER PIPE: NO. 1 AND NO. 2

Inside diameter, inches	Per foot	Discount No.	
		No. 1 pipe	No. 2 pipe
4 2 ft. long	\$0.20	1	3
6 2 ft. and 2½ ft. long	.30	1	3
8 2½ ft. and 3 ft. long	.50	1	3
10 2½ ft. and 3 ft. long	.70	1	3
12 2½ ft. and 3 ft. long	.90	1	3
15 2½ ft. and 3 ft. long	1.25	2	4
18 2½ ft. and 3 ft. long	1.70	2	4
21 2½ ft. and 3 ft. long	2.50	2	4
24 2½ ft. and 3 ft. long	3.25	2	4

TABLE 2.—SEWER PIPE FITTINGS: Y AND T BRANCHES, 2 FT., 2½ FT., AND 3 FT. LENGTHS

Inside diameter, inches	2 ft. lengths, each	2½ ft. lengths, each	3 ft. lengths, each	Discount No.
4	\$0.90			1
6	1.35	\$1.50		1
8		2.60	\$2.75	1
10		3.50	3.85	1
12		4.50	4.95	1
15	With inlet 12" and smaller	6.25	6.88	2
18	do.	8.50	9.35	2
21	do.	12.50	13.75	2
24	do.	16.25	17.88	2

* T's and Y's, 2½ ft. long, with inlet larger than 12" inch, each at price of 7½ feet of pipe of same diameter; T's and Y's, 3 ft. long, with inlet larger than 12-inch, each at price of 8 feet of pipe of same diameter; double T's and Y's, 50% more than single T's and Y's of the same diameter of pipe and inlet.

TABLE 3.—SEWER PIPE FITTINGS: CURVES AND ELBOWS, VEE BRANCHES, SADDLES AND SLANTS, INCREASES AND REDUCERS, STOPPERS AND STRAINERS

Inside diameter, inches	Curves, each	Elbows, each	Vee branches, each	Saddles and slants, each	Increases and reducers, each	Stoppers, each	Strainers, each	Discount No.
4	\$0.90	\$0.90	\$2.00			\$0.10	\$0.15	1
6	1.35	1.35	3.00	\$1.20	\$1.20	.17	.25	1
8	2.50	2.50	5.00	2.00	2.00	.20	.30	1
10	3.50	3.50	7.00	2.80	2.80	.40	.60	1
12	4.50	4.50	9.00	3.60	3.60	.70	1.05	1
15	5.00	10.00	12.50	5.00	5.00	1.00		2
18	6.80	13.60	17.00	6.80	1.75			2
21	10.00	20.00	25.00	10.00	2.75			2
24	13.00	26.00	32.50	13.00	4.00			2

TABLE 4.—SEWER PIPE FITTINGS: R AND P TRAPS

Inside diameter, inches	R traps and P traps, each	Discount No.
4	\$2.00	1
6	3.50	1
8	6.00	1

TABLE 5.—SEWER PIPE FITTINGS: TRAPS, H. H. AND VENT

Inside diameter, inches	H. H. and vent, each	Discount No.
4 x 4	\$2.00	1
6 x 4	3.50	1
6 x 6	3.50	1
8 x 6	6.00	1

TABLE 6.—WALL COPING AND FITTINGS DOUBLE SLANT

Width (inches)	Straight coping, per foot	Corners, each	Angles, each	Closed ends, each	Tees, each	Discount No.
9	\$0.22	\$0.88	\$0.88	\$0.88	\$1.10	7
13	.32	1.28	1.28	1.28	1.60	7
18	.64	2.56	2.56	2.56	3.20	7

TABLE 7.—FLUE LINING: RECTANGULAR

Outside dimensions, inches	Per foot	Discount No.
4½ x 8½	\$0.30	5
4½ x 13	.45	5
8½ x 8½	.45	5
8½ x 13	.65	5
8½ x 18	.90	5
13 x 13	.85	5
13 x 18	1.20	5
18 x 18	2.00	5
20 x 20	2.50	5
24 x 24	3.50	5

TABLE 8.—FLUE LINING: ROUND

Inside diameter, inches	Per foot	Discount No.
6	\$0.30	5
8	.50	5
10	.70	5
12	.90	5
15	1.25	5
18	1.70	5
21	2.50	5
24	3.25	5

TABLE 9.—FLUE LINING: THIMBLES OR RINGS

Inside diameter, inches	4½ in. long, each	6 in. long, each	9 in. long, each	12 in. long, each	Discount No.
6	\$0.25	\$0.35	\$0.45	\$0.50	5
7	.30	.40	.50	.60	5
8	.35	.45	.60	.70	5
10	.40	.50	.65	.75	5
12		.55	.75	1.00	5

TABLE 10.—STOVE PIPE AND FITTINGS

Inside diameter, inches	Socket pipe, per foot	Drop bottom, double opening, per each	Chime bottom, each	Anchor bonnets, each	Discount No.
6.....	\$0.40	\$2.40	\$1.60	\$2.25	6
7.....	.50	3.00	2.00	2.75	6
8.....	.60	3.60	2.40	3.30	6

(c) *Percentage discounts.* The percentage discounts set forth in the table below are so arranged that the applicable discount for any item for delivery in any geographical zone in the Southern Area can be determined by the following procedure: select the discount number shown on the list price tables for the desired item. An identical number appears in the left-hand column of the table below. After determining the proper geographical zone within which the destination point falls, the applicable percentage discount will be found at the junction of the vertical geographical zone column and the horizontal line at which the predetermined discount number appears.

Discount No.	North Carolina	South Carolina, Georgia, Alabama, Mississippi, Louisiana, (East Mississippi River)	Tennessee	North Florida	South Florida
1.....	47	45	46	45	40
2.....	40	40	40	35	25
3.....	49	47	48	47	42
4.....	42	42	42	37	27
5.....	47	45	45	45	40
6.....	47	45	45	45	40
7.....	32	30	30	30	25

(d) *Maximum prices.* Maximum prices shall be determined by applying to the list prices in Tables 1-10 inclusive the discount as determined in Paragraph (c) hereof in accordance with the rules set forth in the following paragraphs hereof:

(1) The maximum f. o. b. factory prices, full freight allowed to points located on standard gauge railroads, for straight or mixed carload shipment by rail shall be determined by applying the appropriate discounts to the list prices contained in paragraph (b) of Appendix B.

(2) The maximum f. o. b. factory prices for less than carload shipments by rail shall be determined by applying to the list prices contained in paragraph (b) hereof the discounts (established in paragraph (c)) applicable to a carload shipment by rail to points within the state or zone in which the factory from which the shipment originates is located. Delivered prices may be charged which do not exceed such maximum prices plus the less than carload rail charges from the factory to the point of delivery designated by the purchaser.

(3) The maximum delivered prices, full freight allowed, for all shipments by motor carrier shall be determined by applying to the list prices contained in paragraph (g) hereof discounts two

points shorter than the discounts (established in paragraph (c)) which would be applicable had the shipment been a carload by rail.

(4) The maximum price f. o. b. factory for sales on a "pick-up" basis shall be the maximum f. o. b. factory prices for less than carload shipments by rail.

(e) *Delivery obligations.* For purposes of this section the delivery obligation on all sales (except those on a "pick-up" basis") shall be considered as completed when, in the case of rail shipment, the shipment arrives at the rail siding nearest the location designated by the purchaser; or when, in the case of shipment by motor carrier the shipment arrives at the site designated by the purchaser.

(f) *Taxes.* There may be added to the maximum price established by this Maximum Price Regulation No. 206 the amount of tax levied by any Federal excise tax statute or any State or municipal sales, gross receipts, gross proceeds, or compensating use tax statute or ordinance, under which the tax is measured by gross proceeds or units of sale, if, but only if, (1) such statute or ordinance requires the vendor to state the tax, separately from the purchase price paid by the purchaser, consumer, or user, on the bill, sales check, or evidence of sale, at the time of the transaction; or (2) such statute or ordinance requires such tax to be separately paid by the purchaser, consumer or user with tokens or other media of State or municipal tax payment; or (3) such a statute or ordinance permits the vendor to state such tax separately, and such tax is in fact stated separately by the vendor. The amount of tax permitted to be added by this paragraph shall in no event exceed that paid by the purchaser, consumer, or user.

(g) *Credit terms.* The maximum prices established in this Appendix shall not be increased by any charges for the extension of credit and shall be reduced for prompt payment of invoices to the extent that they were or would have been reduced on October 1, 1941, for such payment in the case of sales to a purchaser recognized by the trade as in the same class as the person purchasing under this Maximum Price Regulation No. 206.

(h) *Other factors.* The maximum prices established in this appendix include all commissions. The seller may not add to the maximum prices a charge for performing services that are not specified in this Maximum Price Regulation No. 206.

§ 1362.115 *Appendix C: Maximum prices for vitrified clay sewer pipe and allied products when delivery to the purchaser is within the East Central area.*

(a) *Application.* The provisions of Appendix C shall apply to sales of vitrified clay sewer pipe and allied products when delivery to the purchaser is within the East Central area which is hereby defined as zones 1, 2, and 5 in the state of Illinois. Zone 1 comprises all points on and east of Third Principal Meridian south of B & O RR. (C. I. & W. RR.) extending through Decatur and Tuscola to

the Indiana State Line; zone No. 2 covers all points on and north of the B & O RR. (C. I. & W. RR.) extending through Decatur and Tuscola, to the Indiana State Line, and east of Third Principal Meridian from point of intersection with the B & O RR. west of Decatur north to point of intersection with the Illinois Central RR. near Mendota, on and east of the I. C. RR. through Dixon and Freeport to the Wisconsin State Line, excepting all of Lake, Cook, Kane, Du Page and Will counties; zone No. 5 includes all of Lake, Cook Kane, Du Page and Will Counties. The East Central area shall also consist of zones 1, 2, and 5 in the State of Wisconsin, zone 1 commencing south of a line drawn from Foscoro on Lake Michigan west along the northern boundary of Kewaunee, Brown, Waupaca, Portage and Wood counties, including the southeast corner of Shawano County, and east of a line running north and south along the western boundary of Green, Dane, Sauk, Janeau, and Wood counties, excepting the counties of Kenosha, Racine, and Milwaukee; zone No. 2 starting north of a line drawn from Foscoro on Lake Michigan along the northern boundary of Kewaunee, Brown, Waupaca, Portage and Wood counties, and through the southeast corner of Shawano County and east of a line drawn north and south along the western boundary of Marathon, Lincoln, Oneida, and Iron counties; zone No. 5 consisting of Kenosha, Racine and Milwaukee Counties; Upper Peninsula of Michigan, the entire State of Indiana, all of the State of Kentucky, except places in Campbell and Kenton counties and points located on the Chesapeake and Ohio Railway from Covington to Catlettsburg, inclusive, and all points on the Big Sandy Division of the Chesapeake and Ohio Railroad.

(b) *List prices.* The list prices of vitrified clay sewer pipe and allied products when delivery to the purchaser is within the East Central Area shall be as shown in the following tables numbered 1 to 19, inclusive. Each item shown in the tables of List Prices carries a discount number which is shown opposite such item in the right-hand column and/or columns of each table.

ARRANGEMENT OF TABLES FOR VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

Description of products	Table Nos.
Flue Lining: Rectangular or square.....	16
Flue Lining: Round.....	17
Flue Rings.....	18
Sewer Pipe: #1 single strength 3' to 24" inclusive.....	1
Sewer Pipe: #1 double strength 15' to 24" inclusive.....	2
Sewer Pipe: #2 single strength 3' to 24" inclusive.....	3
Sewer Pipe: #2 double strength 15' to 24" inclusive.....	4
Sewer Pipe Fittings:	
Curves.....	6
Elbows.....	6
Increases.....	6
Reducers.....	6
Saddles.....	6
Slants.....	6

Sewer Pipe Fittings—Continued. Table Nos.

Stoppers	6
Strainers	6
T's: single and double; standard and special	5
Traps:	
Catch basin	13
Half	12
H. H.	8
Double H. H.	9
Center H. H.	10
P & R	7
S	11
Vee Branches	6
Y Branches: single and double; standard and special	5
Stove Pipe	19
Stove Pipe Fittings:	
Anchor bonnets	19
Bird cage wind guards	19
Bottoms	19
Chimney bases	19
Double openings	19
Drop bottoms	19
Keg bonnets	19
Mandary tops	19
O. G. bonnets	19
Single openings	19
Wall coping:	
Camel back	14
Double slant	14
New style	14
Single slant	15
Wall coping fittings:	
Angles	14 and 15
Closed ends or starters	14 and 15
Corners	14 and 15
Tees	14 and 15

TABLE 3.—SEWER PIPE: NO. 2 SINGLE STRENGTH

Inside diameter, inches	Per foot	Discount No.
3	\$0.30	4
4	.30	4
5	.45	4
6	.45	4
8	.70	5
9	1.05	5
10	1.05	5
12	1.35	5
15	1.80	5
18	2.50	5
20	3.00	5
21	3.50	5
22	4.00	5
24	4.50	5

TABLE 5.—SEWER PIPE FITTINGS: STANDARD AND SPECIAL: Y AND T BRANCHES: SINGLE AND DOUBLE—Continued

Size, inches	Y's and T's		Double Y's and T's		Discount No.
	2 ft. each	3 ft. each	2 ft. each	3 ft. each	
10 x 10	\$5.25	\$6.30	\$8.40	\$9.45	1
12 x 4	5.40	6.75	10.80	12.15	1
12 x 5	5.40	6.75	10.80	12.15	1
12 x 6	5.40	6.75	10.80	12.15	1
12 x 8	5.40	6.75	10.80	12.15	1
12 x 9	6.75	8.10	10.80	12.15	1
12 x 10	6.75	8.10	10.80	12.15	1
12 x 12	6.75	8.10	10.80	12.15	1
15 x 4	7.20	9.00	14.40	16.20	1
15 x 6	7.20	9.00	14.40	16.20	1
15 x 8	7.20	9.00	14.40	16.20	1
15 x 9	7.20	9.00	14.40	16.20	1
15 x 10	7.20	9.00	14.40	16.20	1
15 x 12	9.00	10.80	14.40	16.20	1
15 x 15		16.20		18.00	1
18 x 4	10.00	12.50	20.00	22.50	1
18 x 5	10.00	12.50	20.00	22.50	1
18 x 6	10.00	12.50	20.00	22.50	1
18 x 8	10.00	12.50	20.00	22.50	1
18 x 9	10.00	12.50	20.00	22.50	1
18 x 10	10.00	12.50	20.00	22.50	1
18 x 12	10.00	12.50	20.00	22.50	1
18 x 15		22.50		25.00	1
18 x 18		22.50		25.00	1
20 x 4	12.00	15.00	24.00	27.00	1
20 x 5	12.00	15.00	24.00	27.00	1
20 x 6	12.00	15.00	24.00	27.00	1
20 x 8	12.00	15.00	24.00	27.00	1
20 x 10	12.00	15.00	24.00	27.00	1
20 x 12	12.00	15.00	24.00	27.00	1
20 x 15		27.00		30.00	1
20 x 18		27.00		30.00	1
20 x 20		27.00		30.00	1
21 x 4	14.00	17.50	28.00	31.50	1
21 x 5	14.00	17.50	28.00	31.50	1
21 x 6	14.00	17.50	28.00	31.50	1
21 x 8	14.00	17.50	28.00	31.50	1
21 x 10	14.00	17.50	28.00	31.50	1
21 x 12	14.00	17.50	28.00	31.50	1
21 x 15		31.50		35.00	1
21 x 18		31.50		35.00	1
21 x 20		31.50		35.00	1
21 x 21		31.50		35.00	1
22 x 4	16.00	20.00	32.00	36.00	1
22 x 5	16.00	20.00	32.00	36.00	1
22 x 6	16.00	20.00	32.00	36.00	1
22 x 8	16.00	20.00	32.00	36.00	1
22 x 10	16.00	20.00	32.00	36.00	1
22 x 12	16.00	20.00	32.00	36.00	1
22 x 15		36.00		40.00	1
22 x 18		36.00		40.00	1
22 x 20		36.00		40.00	1
22 x 21		36.00		40.00	1
22 x 22		36.00		40.00	1
24 x 4	18.00	22.50	36.00	40.50	1
24 x 5	18.00	22.50	36.00	40.50	1
24 x 6	18.00	22.50	36.00	40.50	1
24 x 8	18.00	22.50	36.00	40.50	1
24 x 10	18.00	22.50	36.00	40.50	1
24 x 12	18.00	22.50	36.00	40.50	1
24 x 15		40.50		45.00	1
24 x 18		40.50		45.00	1
24 x 20		40.50		45.00	1
24 x 21		40.50		45.00	1

TABLE 4.—SEWER PIPE: NO. 1 DOUBLE STRENGTH

Inside diameter, inches	Per foot	Discount No.
15	\$1.80	6
18	2.50	7
20	3.00	7
21	3.50	7
22	4.00	7
24	4.50	7

TABLE 5.—SEWER PIPE FITTINGS: STANDARD AND SPECIAL: Y AND T BRANCHES: SINGLE AND DOUBLE

Size, inches	Y's and T's		Double Y's and T's		Discount No.
	2 ft. each	3 ft. each	2 ft. each	3 ft. each	
3 x 3	\$1.20		\$2.40		1
4 x 3	1.20		2.40		1
4 x 4	1.20		1.50		1
5 x 3	2.25		3.60		1
5 x 4	1.80		2.25		1
5 x 5	1.80		3.60		1
6 x 3	2.25		3.60		1
6 x 4	1.80	\$2.25	2.25	\$2.70	1
6 x 5	1.80	2.25	2.25	2.70	1
6 x 6	1.80	2.25	3.60	4.05	1
8 x 3	3.50	4.20	5.60	6.30	1
8 x 4	2.80	3.50	5.60	6.30	1
8 x 5	2.80	3.50	3.50	4.20	1
8 x 6	2.80	3.50	3.50	4.20	1
8 x 8	3.50	4.20	5.60	6.30	1
9 x 4	4.20	5.25	8.40	9.45	1
9 x 5	4.20	5.25	8.40	9.45	1
9 x 6	4.20	5.25	8.40	9.45	1
9 x 8	4.20	5.25	8.40	9.45	1
9 x 9	5.25	6.30	8.40	9.45	1
10 x 4	4.20	5.25	8.40	9.45	1
10 x 5	4.20	5.25	8.40	9.45	1
10 x 6	4.20	5.25	8.40	9.45	1
10 x 8	4.20	5.25	8.40	9.45	1

TABLE 1.—SEWER PIPE: NO. 1 SINGLE STRENGTH

Inside diameter, inches	Per foot	Discount No.
3	\$0.30	1
4	.30	1
5	.45	1
6	.45	1
8	.70	1
9	1.05	1
10	1.05	1
12	1.35	1
15	1.80	1
18	2.50	1
20	3.00	1
21	3.50	1
22	4.00	1
24	4.50	1

TABLE 2.—SEWER PIPE: NO. 1 DOUBLE STRENGTH

Inside diameter, inches	Per foot	Discount No.
15	\$1.80	2
18	2.50	3
20	3.00	3
21	3.50	3
22	4.00	3
24	4.50	3

TABLE 6.—SEWER PIPE FITTINGS: VEE BRANCHES, CURVES AND ELBOWS, SLANTS, INCREASERS AND DECREASERS, SADDLES, STOPPERS AND STRAINERS

Inside diameter, inches	Vee branches, each	Curves, each	Elbows, each	Slants, 2 foot or less, each	Increasers and reducers, each	Saddles, each	Stoppers, each	Strainers, each	Discount No.
3	\$3.00	\$1.20	\$1.20	\$1.80		\$1.20	\$0.15	\$0.30	1
4	3.00	1.20	1.20	1.80	\$1.20	1.20	.15	.30	1
5	4.50	1.80	1.80	1.80	1.80	1.80	.22½	.45	1
6	4.50	1.80	1.80	1.80	1.80	1.80	.22½	.45	1
8	7.00	2.80	2.80	2.80	2.80	2.80	.35	.70	1
9	10.50	4.20	4.20	4.20	4.20	4.20	.52½	1.05	1
10	10.50	4.20	4.20	4.20	4.20	4.20	.52½	1.05	1
12	13.50	5.40	5.40	5.40	8.10	5.40	.67½	1.35	1
15	18.00	7.20	14.40	7.20	10.80		5.40		1
18	25.00	10.00	20.00	15.00	15.00		7.50		1
20	30.00	12.00	24.00	18.00	18.00				1
21	35.00	14.00	28.00	21.00	21.00				1
22	40.00	16.00	32.00	24.00	24.00				1
24	45.00	18.00	36.00	27.00	27.00				1

NOTE.—Curves and elbows in sizes 10" and 12", when furnished Moulded, take five times the price of one foot of Pipe of same size.

NOTE.—Curves and elbows 3" to 8", inclusive, when furnished in 24" lengths, take six times the price of one foot of Pipe of same size.

TABLE 7.—SEWER PIPE FITTINGS: P AND R TRAPS

Size	Each	Discount No.
3"	\$2.40	2
4"	2.40	2
5"	3.60	2
6"	3.60	2
8"	5.60	1
9"	15.75	1
10"	15.75	1
12"	27.00	1

TABLE 8.—SEWER PIPE FITTINGS: H. H. TRAPS

Size	Each	Discount No.
3 x 3"	\$2.40	2
4 x 4"	2.40	2
5 x 4"	3.60	2
5 x 5"	3.60	2
6 x 4"	3.60	2
6 x 5"	3.60	2
6 x 6"	3.60	2
8 x 5"	5.60	2
8 x 6"	5.60	2
10 x 3"	15.75	2
10 x 4"	15.75	2
10 x 5"	15.75	1
10 x 6"	15.75	1
10 x 8"	15.75	1
10 x 10"	15.75	1
12 x 3"	27.00	1
12 x 4"	27.00	1
12 x 5"	27.00	1
12 x 6"	27.00	1
12 x 8"	27.00	1
12 x 10"	27.00	1
12 x 12"	27.00	1

H. H. Traps not listed above take ten times the list price of one foot of Pipe of the same size.

TABLE 9.—SEWER PIPE FITTINGS: DOUBLE H. H. TRAPS

Size	Each	Discount No.
3"	\$3.60	1
4"	3.60	1
5"	5.40	1
6"	5.40	1
8"	8.40	1

TABLE 10.—SEWER PIPE FITTINGS: CENTER H. H. TRAPS

Size	Each	Discount No.
4 x 4"	\$2.40	1
5 x 4"	3.60	1
5 x 5"	3.60	1
6 x 4"	3.60	1
6 x 5"	3.60	1
6 x 6"	4.50	1
8 x 3"	7.00	1
8 x 4"	7.00	1
8 x 5"	7.00	1
8 x 6"	7.00	1
8 x 8"	7.00	1

Center H. H. Traps not listed above take ten times the list price of one foot of pipe of same size.

TABLE 11.—SEWER PIPE FITTINGS: S TRAPS

Size, inches	Each	Discount No.
3	\$3.00	1
4	3.00	1
5	4.50	1
6	4.50	1
8	7.00	1

TABLE 12.—SEWER PIPE FITTINGS: HALF TRAPS

Size, inches	Each	Discount No.
4	\$2.40	1
5	3.60	1
6	3.60	1
8	5.60	1
9	10.50	1
10	10.50	1
12	20.25	1

TABLE 13.—SEWER PIPE FITTINGS; CATCH BASIN TRAPS

Size, inches	Each	Discount No.
6 x 4	\$2.25	1

TABLE 14.—WALL COPING AND FITTINGS DOUBLE SLANT, CAMEL BACK AND NEW STYLE

	Sizes			Discount No.	
	9'	13'	18'	Double slant, camel back	New style
Straight coping, per ft.	\$0.40	\$0.60	\$1.20	8	9
Corners, each	1.20	1.80	3.60	8	9
Closed ends or starters, each	1.20	1.80	3.60	8	9
Angles, each	2.00	3.00	6.00	8	9
Tees, each	3.20	4.80	9.60	8	9

TABLE 15.—WALL COPING AND FITTINGS: SINGLE SLANT COPING

	Sizes			Discount No.
	9"	13"	18"	
Straight coping, per ft.	\$0.80	\$1.20	\$2.40	8
Corners, each	2.40	3.60	7.20	8
Closed ends or starters, each	2.40	3.60	7.20	8
Angles, each	4.00	6.00	12.00	8
Tees, each	6.40	9.60	19.20	8

TABLE 16.—FLUE LINING; SQUARE OR RECTANGULAR

Size, inches	Price, per foot	Discount No.
4 1/2 x 8 1/2	\$0.45	8
4 1/2 x 13	.60	8
7 1/2 x 7 1/2	.45	8
8 1/2 x 8 1/2	.60	8
8 1/2 x 13	.90	8
8 1/2 x 18	1.35	8
13 x 13	1.15	8
13 x 18	1.75	8
18 x 18	2.25	8
20 x 20	3.25	10
20 x 24	3.75	10
24 x 24	4.25	10

TABLE 17.—FLUE LINING; ROUND

Inside measure, inches	Price, per foot	Discount No.
6	\$0.45	11
7	.70	11
8	.70	11
10	1.05	11
12	1.35	11
15	1.80	11
18	2.50	11
20	3.00	11
21	3.50	11
22	4.00	11
24	4.50	11
27	6.50	12
30	7.20	12
33	9.00	13
36	10.25	13

TABLE 18.—FLUE LINING; FLUE RINGS WITH OR WITHOUT FLANGE

Inside diameter, inches	List price each	Lengths, inches	Discount No.
5	\$0.75	4 1/2, 6, 9, 12	8
6	.75	4 1/2, 6, 9, 12	8
7	1.05	4 1/2, 6, 9, 12	8
8	1.05	4 1/2, 6, 9, 12	8
9	1.25	4 1/2, 6, 9, 12	8
10	1.25	4 1/2, 6, 9, 12	8
12	1.50	4 1/2, 6, 9, 12	8

TABLE 19.—STOVE PIPE AND FITTINGS

Inside diameter, inches	Stove pipe per foot	Single openings each	Double openings each	Bottoms 2 feet long each	Drop bottoms each	Mandatory tops keg and O. G. bonnets and bird cage wind guards	Anchor bonnets and chimney	Discount No.
5	\$0.45	\$1.80	\$2.25	\$1.80	\$2.70			8
6	.45	1.80	2.25	1.80	2.70	\$2.70	\$2.25	8
7	.70	2.80	3.50	2.80	4.20	4.20	3.50	8
8	.70	2.80	3.50	2.80	4.20	4.90	3.50	8
9	1.05	4.20		4.20				8
10	1.05	4.20		4.20				8
12	1.35	5.40		5.40				8
15	1.80	7.20		7.20				8
18	2.50	10.00		10.00				8
20	3.00	12.00		12.00				8
24	4.50	18.00		18.00				8

1 Single or Double Openings supplied with or without closed end; Single or Double Openings, with closed end, take 50% additional to list price.

(c) Percentage discounts. The percentage discounts set forth in the table below are so arranged that the applicable percentage discount for any item for delivery in any geographical zone in the East Central Area can be determined by the following procedure: select the discount number shown on the list price tables for the desired item. An identical number appears in the left-hand column of the table below. After determining the proper geographical zone within which the destination point falls, the applicable percentage discount will be found at the junction of the vertical geographical zone column and the horizontal line at which the predetermined discount number appears.

Dis-count No.	Illinois zones 1, 2, and 5	Wisconsin zones 1 and 5	Wisconsin zone 2	Michi-gan Upper Penin-sula	Indi-ana	Ken-tucky
1.....	64	62	60	67	67	67
2.....	57	55	53	53	64	62
3.....	57	55	53	53	62	62
4.....	67	65	63	63	70	68
5.....	67	65	63	63	70	70
6.....	60	58	56	56	69	65
7.....	60	58	56	56	67	65
8.....	64	62	60	60	67	65
9.....	58	56	54	54	61	-----
10.....	54	52	50	50	56	58
11.....	64	62	60	60	67	-----
12.....	51	49	47	47	-----	-----
13.....	46	44	42	42	-----	-----

(d) *Maximum prices.* Maximum prices shall be determined by applying to the list prices in Tables 1-19 inclusive the discount as determined in paragraph (c) hereof in accordance with the rules set forth in the following paragraphs hereof:

- (1) The maximum f. o. b. factory prices, full freight allowed, for straight and mixed carload shipments by rail shall be determined by applying the appropriate discounts to the list prices contained in paragraph (b) of Appendix C.
- (2) The maximum f. o. b. factory

prices for less than carload shipments by rail shall be determined by applying to the list prices contained in paragraph (b) hereof the discounts (established in paragraph (c)) applicable to a carload shipment by rail to points within the state or zone in which the factory from which the shipment originates is located. Delivered prices may be charged which do not exceed such maximum prices plus the less than carload rail charges from the factory to the point of delivery designated by the purchaser.

(3) The maximum delivered prices, full freight allowed, for all shipments by motor carrier shall be determined by applying to the list prices contained in paragraph (b) hereof discounts two points shorter than the discounts (established in paragraph (c)) which would be applicable had the shipment been a carload by rail.

(4) (i) The following maximum f. o. b. factory prices per foot, full freight allowed, for straight and mixed carload shipments by rail to points designated by the purchaser, for Nos. 1 and 2 single or double strength sewer pipe 27 to 36 inches inclusive are hereby established when the product is delivered to a point within:

Large sewer pipe (inside diameter, inches)	Illinois zones 1, 2, and 5		Wisconsin zones 1, 2, and 5		Upper Peninsula of Michigan		Indiana		Kentucky	
	Single strength	Double strength	Single strength	Double strength	Single strength	Double strength	Single strength	Double strength	Single strength	Double strength
27" #1, per foot...	\$2.80	\$3.15	\$2.90	\$3.25	\$2.50	\$3.25	-----	\$3.12	-----	-----
30" #1, per foot...	3.10	3.45	3.25	3.60	3.25	3.60	-----	3.45	-----	-----
33" #1, per foot...	-----	4.80	-----	4.95	-----	4.95	-----	4.77	-----	-----
36" #1, per foot...	4.92	5.45	5.12	5.65	5.12	5.65	-----	5.43	-----	-----
27" #2, per foot...	2.60	2.85	2.75	2.95	2.75	2.95	\$2.34	2.34	-----	-----
30" #2, per foot...	2.90	3.15	3.00	3.30	3.00	3.30	2.60	2.60	-----	-----
33" #2, per foot...	-----	4.40	-----	4.35	-----	4.25	3.69	3.69	-----	-----
36" #2, per foot...	4.60	5.05	4.80	5.25	4.80	5.25	4.20	4.20	-----	-----

(ii) The maximum f. o. b. factory prices per foot for less than carload shipments by rail shall be those established in paragraph (4) (i), hereof, for No. 1 and No. 2, single or double strength sewer pipe 27 to 36 inches inclusive. Delivered prices may be charged which do not exceed such maximum prices plus the less than carload rail charges from the fac-

tory to the point of delivery designated by the purchaser.

(5) The following maximum delivered prices per foot, for all shipments by motor carrier to points designated by the purchaser, for Nos. 1 and 2 single or double strength sewer pipe 27 to 36 inches inclusive are hereby established when the product is delivered to a point within:

Large sewer pipe (inside diameter, inches)	Illinois zones 1, 2, and 5		Wisconsin zones 1, 2, and 5		Upper Peninsula of Michigan		Indiana		Kentucky	
	Single strength	Double strength	Single strength	Double strength	Single strength	Double strength	Single strength	Double strength	Single strength	Double strength
27" #1, per foot...	\$2.95	\$3.30	\$3.15	\$3.40	\$3.15	\$3.40	-----	\$3.25	-----	-----
30" #1, per foot...	3.25	3.65	3.40	3.75	3.40	3.75	-----	3.60	-----	-----
33" #1, per foot...	-----	5.00	-----	5.15	-----	5.15	-----	4.95	-----	-----
36" #1, per foot...	5.12	5.65	5.32	5.85	5.32	5.85	-----	5.64	-----	-----
27" #2, per foot...	2.75	3.00	2.90	3.10	2.90	3.10	\$2.47	2.47	-----	-----
30" #2, per foot...	3.05	3.35	3.15	3.45	3.15	3.45	2.74	2.74	-----	-----
33" #2, per foot...	-----	4.60	-----	4.75	-----	4.75	3.87	3.87	-----	-----
36" #2, per foot...	4.80	5.25	5.00	5.45	5.00	5.45	4.41	4.41	-----	-----

(6) The maximum price f. o. b. factory for sales on a "pick-up" basis shall be the maximum f. o. b. factory prices established in this paragraph for less than carload shipments by rail.

(e) *Delivery obligations.* For purposes of this section the delivery obligations on all sales (except those on a "pick-up basis") shall be considered as completed when, in the case of rail shipment, the shipment arrives at the rail siding nearest the location designated by the purchaser; or when, in the case of shipment by motor carrier, the shipment arrives at the site designated by the purchaser.

(f) *Taxes.* There may be added to the maximum price established by this Maximum Price Regulation No. 206 the amount of tax levied by any Federal excise tax statute or any State or municipal sales, gross receipts, gross proceeds, or compensating use tax statute or ordinance under which the tax is measured by gross proceeds or units of sale, if, but only if, (1) such statute or ordinance requires the vendor to state the tax, separately from the purchase price paid by the purchaser, consumer, or user, on the bill, sales check, or evidence of sale, at the time of the transaction; or (2) such statute or ordinance required such tax to be separately paid by the purchaser, consumer, or user with tokens or other media of State or municipal tax payment; or (3) such a statute or ordinance permits the vendor to state such tax separately, and such tax is in fact stated separately by the vendor. The amount of tax permitted to be added by this paragraph shall in no event exceed that paid by the purchaser, consumer, or user.

(g) *Credit terms.* The maximum prices established in this appendix shall not be increased by any charges for the extension of credit and shall be reduced for prompt payment of invoice to the extent that they were or would have been reduced on October 1, 1941, for such payment in the case of sales to a purchaser recognized by the trade as in the same class as the person purchasing under this Maximum Price Regulation No. 206.

(h) *Other factors.* The maximum prices established in this appendix include all commissions. The seller may not add to the maximum prices a charge for performing services that are not specified in this Maximum Price Regulation No. 206.

Issued this 17th day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-8048; Filed, August 17, 1942; 5:12 p. m.]

PART 1388—DEFENSE-RENTAL AREAS
[Amendment 1 to Maximum Rent Regulation 25¹]

HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES

Section 1388.1656 (a) of Maximum Rent Regulation No. 25 is hereby amended to read as follows:

§ 1388.1656 *Restrictions on removal of tenant.* (a) So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, unless:

§ 1388.1664a *Effective dates of amendments.* (a) Amendment No. 1 to Maximum Rent Regulation No. 25, (§ 1388.1656 (a)) shall become effective August 17, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of August 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-2051; Filed, August 17, 1942; 5:13 p. m.]

PART 1300—PROCEDURE

[Amendment 2 to Temporary Procedural Regulation 5]

TEMPORARY PROCEDURAL REGULATION NO. 5²

Section 1300.311, effective date of amendments, is redesignated § 1300.310a and § 1300.311, Appendix A, is amended to read as set forth below.

§ 1300.310a *Effective dates of amendments.* * * *

(b) Amendment No. 2 (§§ 1300.310a, 1300.311) to Temporary Procedural Regulation No. 5 shall become effective August 24, 1942.

§ 1300.311 *Appendix A.*

APPLICATION FOR ADJUSTMENT

Two copies of this form must be filed with the Regional Office of the Office of Price Administration in your area.

¹ 7 F.R. 4902, 5645, 5912.
² 7 F.R. 4730, 5987.

UNITED STATES OF AMERICA
Office of Price Administration
Form OPA 5PR1 (revised)

This form may be used for an Application for Adjustment in prices established under Maximum Price Regulation No. 165, as amended, Services. A separate application should be used to cover the price of each service, such as a single item, like the relining of brakes, or a series of items, like the laundering of shirts, sheets, collars, socks, etc.

NOTE.—If there are two or more classes of service, each with a different price list, such as "Home" and "De Luxe" laundry service, a separate Application for Adjustments must be filed for each.

_____ hereby applies to the Office of Price Administration for an adjustment in the maximum price for _____ (Service)

from \$_____ per _____ (Unit) as established in accordance with Maximum Price Regulation No. 165, as amended, Services, to \$_____ per _____ (Unit) Applicant's relation to the business is:

(Owner, Manager, Partner, Officer, etc.)
This application is made under § 1499.114 (a), (b) (indicate which) of Maximum Price Regulation No. 165, as amended, Services.

The following facts are furnished to the Office of Price Administration in support of this application:

SECTION I.—This section must be filled in completely on every application.

- 1. Name of store or business: _____ (Fill in exact form used, like The Fixit Shop, Acme Shoe Repair, etc.)
- 2. Address of store or business: Number _____ Street _____ Phone Number _____ City _____ State _____
- 3. Type of business: _____ (Fill in exact and complete description. For example, indicate whether a laundry is a hand or a power laundry; whether an auto shop does general repairs or just body and fender repairs, etc.)
- 4. Type of operation: Retail only Both wholesale and retail (Check one) Wholesale only Other (give details)
- 5. Ownership: Individual ownership Partnership Corporation (Check one) Other (give details)
- 6. Is your store or business a unit in any sort of chain? Yes No If "Yes" give details including address of main office: _____
- 7. The service for which a price adjustment is asked is performed at: _____ (Your own shop, customer's home, wholesale establishment, etc.) and is paid for by the customer (in cash, by charge account, when bill is rendered, etc.) Does the service include delivery? Yes No
- 8. The prices charged for this service have been:

During month of—

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
1941												
1942												

List all rebates, discounts, and special offers, customarily given or given in March 1942:

(If you have printed price lists, catalogs, etc., attach copies to this form. If the prices cannot be listed in the space above attach a separate sheet giving them in detail.)

9. Were your March 1942 prices for this service lower than the prices you had charged for the same service at any time between October 1, 1941 and February 28, 1942? Yes No If "Yes"—Explain why _____

10. List below the names, addresses, and prices for this service, or the similar service most nearly like it, of your five closest competitors of the same class.

(This means competitors located nearest to you who have the same sort of business,

customers, store, etc. Cash and carry dry cleaners should list only other cash and carry dry cleaners, because pick-up and delivery dry cleaners are not competitors of the same class. If you do not have five such competitors, list as many as you can.)

Name and address of competitor	Pricing unit	Highest price charged during March 1942	Highest price charged during October 1941
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

	During the month of—											
	January	February	March	April	May	June	July	August	September	October	November	December
1941.....												
1942.....												

If you have no monthly figures give the following totals:

Total for 1941 \$.....
 Total for 1942 to date (January 1 to end of last calendar month) \$.....

16. List below, with a brief description of each, the principal services which you perform or supply (Use additional attached sheets, if necessary):

17. Indicate here the manner in which the cost increases outlined in this application may interfere with the continuance of this service.

(If additional space is needed, use extra sheets and attach them to this form)

18. General Comments (It is the purpose and intention of the Office of Price Administration to act on all applications for Adjustment as quickly as possible. The more information, the quicker the decision. If there is any further information or detail which you feel would be valuable and helpful in aiding a quick decision, use the space below, and if necessary, additional attached sheets)

SECTION II. For use by wholesale suppliers only.

This section is to be filled in only on applications filed by wholesale suppliers. It must be filled in completely on every application filed by a wholesale supplier.

1. If your business operation is both wholesale and retail, what percentage of your total dollar volume is Wholesale ____ percent? What percentage is Retail ____ percent?

2. List the average number of retail outlets for which you were the wholesale supplier of the service for which this application is made, during each of the last 12 months.

Month of	Average number of outlets	Month of	Average number of outlets
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		

3. What percentage of your total wholesale business is represented by the particular

wholesale service for which this application is filed? _____ percent.

4. If you are engaged in both wholesale and retail business what was the highest March 1942 price which you charged for this service at retail?

5. List so far as you can, selling retail prices charged for this service during March 1942 by the retail outlets which you serve as a wholesale supplier and give the approximate percentage of the total of such retail outlets charging each retail price.

Retail price	Percent of outlets served charging this price	Retail price	Percent of outlets served charging this price
.....		
.....		
.....		
.....		
.....		

6. Indicate below your opinion regarding the effect, if any, which this increased wholesale price, if granted, would have on the retail price level of the particular service. Give all facts and data supporting this opinion, and if necessary use additional sheets attaching them to this form.

SECTION III. Signature.

(This section must be filled in completely on every application.)

Signature.....
 Applicant

By.....
 Title

AFFIDAVIT

STATE OF.....
 County of.....ss:

The undersigned, _____, being first duly sworn according to law, on oath deposes and says: that he is the person

whose name appears subscribed to the above Application for Adjustment; and that he has read the same and knows to his own knowledge that the facts contained therein are true and correct.

Signature

Subscribed and sworn to before me this _____ day of _____, A. D. 194....

Officer Administering Oath

(Pub. Law 421, 77th Cong.)

Issued this 18th day of August 1942.

LEON HENDERSON,
 Administrator.

[F. R. Doc. 42-8076; Filed, August 18, 1942; 11:48 a. m.]

PART 1499—COMMODITIES AND SERVICES
 [Order 22 Under § 1499.18 (b) of the General Maximum Price Regulation]

CENTRAL VIRGINIA STAVE COMPANY

For the reasons set forth in an opinion¹ issued simultaneously herewith, it is ordered:

§ 1499.322 *Adjustment of maximum prices for 18 inch pine keg staves sold by the Central Virginia Stave Company.*

(a) The maximum price f. o. b. Clayville, Virginia, for 18 inch pine keg staves with 7/16 inch bilge, crozed chamfered, sold by the Central Virginia Stave Company, Clayville, Virginia, shall be \$90 per bundle.

(b) All prayers of the application not granted herein are denied.

(c) This Order No. 22 may be revoked or amended by the Price Administrator at any time.

(d) This Order No. 22 (§ 1499.322) is hereby incorporated as a section of Supplementary Regulation No. 14, which contains modifications of maximum prices established by § 1499.2.

(e) This Order No. 22 (§ 1499.322) shall become effective August 19, 1942.

(Pub. Law No. 421, 77th Cong.)

Issued this 18th day of August 1942.

LEON HENDERSON,
 Administrator.

[F. R. Doc. 42-8075; Filed, August 18, 1942; 11:48 a. m.]

¹ Copies may be obtained from the Office of Price Administration.

TITLE 46—SHIPPING

Chapter IV—War Shipping Administration

GENERAL ORDERS AND SUPPLEMENTS

- Part
- 300 General Provisions.
- 301 General Regulations.
- 302 Contracts With Vessel Owners and Rates of Compensation Relating Thereto.
- 303 Contracts For Carriage on Vessels Owned or Chartered by the War Shipping Administration.
- 304 Labor.
- 305 War Risk Insurance.
- 306 General Agents and Agents.
- 341 Ship Warrant Regulations.

Because of the rapidly expanding functions of the War Shipping Administration, it has been found necessary to revise the method of codifying general orders and supplements, without changing the general order and supplement numbers or the context thereof all of which shall remain in full force and effect as of the date approved.

The general orders and supplements have been classified under the following parts and the sections renumbered, as follows:

General Order No.	Federal Register Sec.
1	302.1
1, Supp. 1	302.2
1, Supp. 2	302.3
1, Supp. 3	302.4
1, Supp. 4	303.1
1, Supp. 4A	Amendt. to 303.1
1, Supp. 4B	Amendt. to 303.1
1, Supp. 5	302.5
2	301.1
2, Supp. 1	303.2
2, Supp. 2	Not Published in Federal Register
2, Supp. 3	303.3
3	341.91 to 341.93, incl.
4	Not Published in Federal Register
5	304.1 to 304.7, incl.
6	305.50 to 305.61, incl.
6, Supp. 1	305.50 to 305.61, incl.
6, Supp. 2	305.62 to 305.71, incl.
7	300.1
7, Supp. 1	300.2
8	302.12 to 302.16, incl.
8, Supp. 1	302.17 to 302.21, incl.
8, Supp. 2	302.22
8, Supp. 3	302.23
8, Supp. 4	302.24
9	302.28 to 302.35, incl.
9, Supp. 1	302.36a
9, Supp. 2	302.36b
10	302.44
11	302.50
11, Supp. 1	302.55 and 302.56
11, Supp. 1A	Amendt. to 302.56
11, Supp. 1B	Amendt. to 302.55
12	306.1 to 306.12, incl.
12, Supp. 1	Amendt. to 306.4 and 306.5
12, Supp. 2	306.13 to 306.20, incl.
12, Supp. 3	306.21 to 306.28, incl.
12, Supp. 3A	Clarifying 306.7 and 306.8
12, Supp. 4	306.35
13	302.61 and 302.62
14	301.2
15	306.29 to 306.34, incl.
16	303.11 to 303.19, incl.
16, Supp. 1	Amendt. to 303.11
16, Supp. 2	303.21
16, Supp. 3	303.20
17	304.10
18	300.9
Ship Warrant Regulations	341.1 to 341.73, incl.

PART 300 GENERAL PROVISIONS

- Sec.
- 300.1 Transfer of property, records, etc., from the Maritime Commission to the War Shipping Administration.
- 300.2 Transfer of property from Maritime Commission to the War Shipping Administration.
- 300.9 Procurement of articles, materials and supplies for the War Shipping Administration during the unlimited national emergency without regard to the provisions of the "Buy American Act."

AUTHORITY: §§ 300.1, 300.2 and 300.9, issued under E.O. 9054, 7 F.R. 837.

§ 300.1 *Records and property transferred to Administrator.* The Administrator of the War Shipping Administration deems presently necessary to the full exercise of his functions and duties prescribed by Executive Order No. 9054, dated February 7, 1942, the following records and public property:

(a) All vessels now owned by the United States of America, represented by the United States Maritime Commission, and all records concerning the same or pertaining thereto.

(b) All vessels the ownership of which may be hereafter acquired by the United States of America, represented by the United States Maritime Commission, and all records concerning the same or pertaining thereto, except (1) any vessel constructed pursuant to Title V or Title VII of the Merchant Marine Act, 1936, as amended, which the United States Maritime Commission will have contracted to sell to an applicant upon its completion, and (2) any vessel constructed with funds made available to carry out the purposes of Public Law Number 11—77th Congress, for disposition to the Government of any country whose defense the President deems vital to the defense of the United States. [General Order No. 7, approved April 21, 1942; 7 F.R. 3673]

§ 300.2 *Transfer of property from Maritime Commission to W.S.A.* The Administrator of the War Shipping Administration deems presently necessary to the full exercise of his functions and duties prescribed by said Executive Order the custody, use of, and obligations to maintain, the following public property now vested in the United States Maritime Commission and records pertaining thereto, subject to existing permits, rights and privileges:

(a) The property located in Hoboken, New Jersey, and commonly known as the Hoboken Terminal.

(b) The property located in Norfolk, Virginia and commonly known as the Norfolk Army Base Terminal.

(c) The property located in Philadelphia, Pennsylvania and commonly known as the Philadelphia Army Base Terminal. [General Order 7, Supp. 1, approved July 28, 1942; 7 F.R. 5880]

§ 300.9 *Procurement of articles, materials and supplies for the War Shipping Administration during the unlimited national emergency without regard to the provisions of the "Buy American Act."*

(a) For the duration of the unlimited national emergency proclaimed by the

President of the United States on May 27, 1941, the provisions of Title III of the Act of March 3, 1933 (Public No. 428, Seventy-Second Congress, 47 Stat. 1520, 41 U.S.C. Secs. 10a, 10b, and 10c) shall not be applicable to the purchase of articles, materials, and supplies, manufactured or unmanufactured, for the account of, or under contracts with, the War Shipping Administration.

(b) Preference shall be given to articles, materials, and supplies, manufactured, produced or mined in the United States, purchased for the account of the War Shipping Administration, whenever convenient in the judgment of the purchasing officer, employee, and agent or general agent conducting the business of vessels under service agreements.

(c) Proper officials of the War Shipping Administration are hereby authorized to enter into contracts, and into amendments or modifications of existing contracts, without regard to the provisions of Title III of the Act of March 3, 1933 (Public No. 428, Seventy-Second Congress, 47 Stat. 1520, 41 U.S.C. Secs. 10a, 10b, and 10c), and in accordance with the provisions of this General Order. [General Order 18, approved July 27, 1942; 7 F.R. 5880]

PART 301—GENERAL REGULATIONS

- Sec.
- 301.1 Information required from steamship operators offered charter.
- 301.2 Report to Port Director before sailing required.

AUTHORITY: §§ 301.1 and 301.2 issued under E.O. 9054, 7 F.R. 837.

§ 301.1 *Information required from steamship operators offered charter.* All owners who are American citizens, within the meaning of section 2 of the Shipping Act, 1916, as amended, of ocean-going passenger and dry cargo vessels of one thousand gross register tons or more shall, and all such ship-owners of other nationalities (except of nations with which the United States of America is at war) may, file with the War Shipping Administrator within ten days after the effective date hereof with respect to each of such vessels owned by them the following information as set forth in the following form:

WAR SHIPPING ADMINISTRATION,
Washington, D. C.
Attention: Charter Section.

VESSEL DATA

1. Name and Ex Names of Vessel: SS/MS
2. Flag Official Number
3. (a) When Built
- (b) Classed at
4. Present Owner (Correct Corporate Name)
- Incorporated under laws of
5. If now under charter, name of charterer
- Form of Charter (Bareboat or Time)
- Period of Charter
6. Name and address for Notices and Payments under any Charter to United States
7. (a) Bulk Cargo Capacity:
- (grain/bale) cubic feet.

(b) Deadweight capacity for cargo, fresh water and stores _____ tons (of 2,240 lbs.), including permanent bunkers of _____ (tons/barrels) of fuel on mean draft (_____ normal Summer freeboard) of _____ ft. and _____ in.

8. Gross Tonnage _____

(b) Net Tonnage _____

9. Passenger Capacity by Classes _____

10. Capacity of Accommodations for Crew _____

11. Refrigerated Space for Commercial Cargo _____

Temperature Range _____

12. Maximum Warranted Capacity of gear in tons: _____

13. Speed in Knots (U. S. Maritime Commission formula) _____

14. Daily Fuel Consumption at such speed _____

State kind of fuel used _____

15. Horsepower _____

Indicated _____

Shaft

16. Any special features of the ship or any pertinent factors which the undersigned wishes to have considered in arranging terms and rate of hire:

The undersigned agrees to advise you of any changes in the foregoing information from time to time.

By: _____

(Date)

Such information shall constitute the representations of the owner with respect to the vessel for which it is filed for the purposes of any charter which shall be offered by the Administrator to such owner.

Where any such owner has heretofore filed any such information with the United States Maritime Commission, such information may be incorporated by reference in a letter setting forth so much of the foregoing information beyond that filed with said Commission as is required by this General Order. [General Order No. 2, approved February 20, 1942; 7 F.R. 1505]

§ 301.2 *Report to Port Director required.* (a) Any vessel operating out of any port in the continental United States, its territories or possessions (including, without limitation, any and all vessels owned by citizens of the United States; under the control of the War Shipping Administration; holding warrants under the Act of July 14, 1941, Public Law 173, 77th Congress; and all other vessels), before commencing any voyage from any such port, shall report to the Port Director, United States Navy, and shall apply for and comply with routing or other special instructions to be issued by such Port Director.

(b) As to vessels holding warrants under the Act of July 14, 1941 (Public Law 173, 77th Congress), compliance with the requirements of this General Order shall be a condition to the continued enjoyment of the priorities and other advantages provided in said Act of July 14, 1941.

(c) This order does not apply to sailings from ports on the Great Lakes.

[General Order No. 14, approved June 23, 1942; 7 F.R. 4741]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERETO

- Sec.
- 302.1 Uniform time charter for all dry cargo vessels.
- 302.2 Uniform tanker time charter.
- 302.3 Uniform bareboat charter for passenger vessels.
- 302.4 Uniform small craft bareboat requisition charter.
- 302.5 Small craft bareboat requisition charter "Warshiptow".
- 302.12 Vessels included.
- 302.13 Basic rates.
- 302.14 Deadweight determination.
- 302.15 Excluded vessels.
- 302.16 Basic terms and conditions.
- 302.17 Vessels included.
- 302.18 Basic rates.
- 302.19 Deadweight determination.
- 302.20 Basic terms and conditions.
- 302.21 Not a revision of General Order No. 8 as revised. §§ 302.12-302.16.
- 302.22 Rates affecting Central American and South American flag vessels.
- 302.23 Rates of time charter hire on unclassified vessels (dry cargo and tankers).
- 302.24 Rates of time charter hire on vessels operating outside of continental United States.
- 302.28 Applicability of insurance valuation provisions.
- 302.29 Basic valuation for insurance valuation purposes.
- 302.30 Speed bonus for insurance valuation purposes.
- 302.31 Adjustments for refrigerated capacity for insurance valuation purposes.
- 302.32 Adjustments for general average and salvage charges for insurance valuation purposes.
- 302.33 Deadweight determination for insurance valuation purposes.
- 302.34 Excluded vessels.
- 302.35 Additional insurances.
- 302.36 Insurance valuations.
- 302.44 Statement of formulae prescribed for calculating sea speed of vessels.
- 302.45 Other provisions concerning calculation of sea speed; trial in deep water; normal shaft horsepower; normal power.
- 302.46 Modification or supplementation of formulae.
- 302.50 Uniform requisition time charter for cargo vessels.
- 302.55 Requisition time charter for tank vessels.
- 302.56 Uniform time charter terms and conditions for tank vessels.
- 302.61 Requisition bareboat charter for dry cargo and tank vessels.
- 302.62 Uniform bareboat terms and conditions for dry cargo and tank vessels.

AUTHORITY: §§ 302.1 to 302.3, inclusive, and §§ 302.44 to 302.62, inclusive, issued under E.O. 9054. §§ 302.4 to 302.36, inclusive, issued under sec. 902, 49 Stat. 2015, 53 Stat. 1255; 46 U.S.C. 1242.

§ 302.1 *Uniform time charter for all dry cargo vessels.* The attached form of Time Charter consisting of Part I and Part II is hereby adopted as the uniform time charter for all dry cargo vessels.¹ Appropriate special provisions shall be inserted as the owner and the War Shipping Administration shall agree. [Gen-

¹ Form superseded by General Order 11.

eral Order 1, approved February 20, 1942; 7 F.R. 1505]

§ 302.2 *Uniform time charter for all tank vessels.* The attached form of Time Charter consisting of Part I and Part II is hereby adopted as the uniform time charter for all tank vessels.² Appropriate special provisions shall be inserted as the owner and the War Shipping Administration shall agree. [General Order 1, Supp. 1, approved February 24, 1942; 7 F.R. 1548]

§ 302.3 *Uniform bareboat charter for all passenger vessels.* (a) The following form of bareboat charter is hereby adopted as the uniform bareboat charter for all passenger vessels.

(b) Appropriate special provisions shall be inserted, either by addendum or by insertion, as the owner and the War Shipping Administration shall agree.

Passenger
3/11/42

Contract No. WSA-

This bareboat charter made as of _____, between the United States of America, acting by and through the Administrator, War Shipping Administration (herein called the "Charterer") and _____, a _____ corporation (herein called the "Owner")

Witnesseth:

Whereas:

I. The Charterer has determined, pursuant to an Act of Congress approved June 6, 1941 (Public, No. 101, 77th Cong., Ch. 174) that vessels in addition to those otherwise available are necessary for the transportation of commodities essential to the national defense;

II. The Charterer deems the Owner's S. S. _____ (Official Number _____) (herein called the "Vessel") suitable for such transportation and the terms and conditions hereof and the period of this Charter and the restrictions herein contained to be necessary or desirable for the protection of the public interest and the rate of hire herein provided to be fair and reasonable; and

III. It is the intention of the Charterer to subcharter or otherwise make Vessel available to the Navy Department or War Department for military use as a public vessel; Now, therefore, the parties hereto agree as follows:

ARTICLE 1. *Vessel Chartered.* The Owner agrees to let and the Charterer agrees to hire the vessel for lawful purposes for a period of twelve month (subject to earlier termination either by mutual agreement at any time or by either party upon thirty days' written notice to the other) beginning with the time of the Vessel's delivery hereunder and such additional time needed (a) for the Vessel to complete her current voyage at the expiration of said twelve months' period or of the said 30 day notice period, as the case may be, and (b) for the Charterer to place the Vessel in the condition required on redelivery under the terms of this Charter.

ART. 2. *Delivery and Redelivery of Vessel.* The vessel shall be delivered as of _____ o'clock _____ Time, on _____ at the port of _____, as evidenced by the delivery receipt, and redelivered at the port of _____, after being restored to her condition on delivery as provided in Article 4 hereof, unless actually or constructively lost, at such safe place or pier

² Form superseded by General Order 11, Supplement 1.

to be designated by the Owner, unless otherwise mutually arranged.

ART. 3. *Charter Hire.* The Charterer shall pay the Owner hire in the amount of \$----- for each day of twenty-four hours, and pro rata for any part of a day, from the time of the Vessel's delivery, until the time of her redelivery, or, if the Vessel is sooner lost, to and including the time of its loss (if the time of such loss is uncertain, then to and including the time the Vessel is last heard from), or if the Vessel is a declared constructive total loss as provided in Article 14 hereof, to the time of the declaration of such constructive total loss by the Charterer.

Such hire shall be due and payable on the first day of each calendar month during the period of this Charter, for the preceding month or portion thereof.

ART. 4. *Condition of Vessel on Delivery and Redelivery.* The Charterer shall accept the Vessel "as is", in whatever condition it may be at the time of delivery thereof, without any agreement, representation or warranty, expressed or implied, by the Owner as to its physical condition, equipment, seaworthiness, or fitness for any purposes whatsoever. The Vessel, unless lost, shall be redelivered by the Charterer to the Owner after she has been restored by the Charterer to the same condition as a commercial passenger liner as that in which delivered, ordinary wear and tear in commercial operation excepted.

The Charterer shall be at liberty to install any equipment and make alterations and additions to quarters and equipment incident to the service in which the Vessel is to be used, and to install any additional gear or equipment for loading or discharging cargo beyond that on board at the beginning of this Charter. Such work shall be done at the Charterer's expense and on its time, and shall not be such as to affect the seaworthiness of the Vessel. Such equipment, materials, and gear so fitted are to be considered Charterer's property; and the Charterer shall remove the same at its expense before redelivery, and shall restore the Vessel to her condition prior to such changes (ordinary wear and tear in commercial operation excepted).

No structural changes shall be made in the Vessel, her boilers, machinery or appurtenances without the prior written consent of the Owner. If any such structural changes are made, or any changes are made in her boilers, machinery, appurtenances or spare parts, the Vessel upon redelivery shall, if the Owner so requests, be restored to her original condition, ordinary wear and tear in commercial operation excepted.

ART. 5. *Maintenance.* The Charterer shall, at its own expense, maintain the Vessel, so far as possible, in at least as good condition, working order and repair as said Vessel was in at the time of her delivery to the Charterer hereunder, ordinary wear and tear in commercial operation excepted.

The Charterer shall drydock the Vessel as may be necessary at least once in every six months from the date of this Charter for the purpose of cleaning and painting her bottom.

The Vessel shall be drydocked and surveyed jointly by representatives of the Charterer and the Owner before delivery at the expense of the Charterer. Should the Charterer elect to waive drydocking before delivery, any damage to the Vessel's bottom found on redelivery shall be presumed in the absence of proof to the contrary to have occurred subsequent to the date of delivery, and all expenses in repairing such damages shall be for the account of the Charterer.

The Vessel shall be surveyed jointly by representatives of the Charterer and the Owner on redelivery, to determine its con-

dition. Such survey shall include drydocking to determine the condition of the underwater parts which shall be at the expense of the Owner, unless drydocking for cleaning and painting bottom is past due, or unless underwater damage is found or unless there is evidence that since the last drydocking the Vessel has been involved in a grounding and underwater contact, or a collision, in any of which events it shall be at the expense of the Charterer. If on the redelivery survey it shall appear that the Vessel is not in as good condition as on delivery, ordinary wear and tear in commercial operation excepted, then the Charterer before redelivery shall make at its own expense all repairs, renewals, and replacements necessary to put the Vessel in at least as good condition as on delivery, ordinary wear and tear in commercial operation excepted.

ART. 6. *Fuel and stores on board vessel at delivery and redelivery.* The Charterer shall accept and pay for all unbrought consumable stores, fuel oil and fresh water on board at the time of delivery, and the Owner shall accept and pay for all unbrought consumable stores, fuel oil and fresh water (acceptable by the Owner) on board on redelivery at the current market prices at the ports of delivery and of redelivery, respectively, on the respective dates of the inventories thereof. "Consumable stores" within the meaning of this paragraph are all consumable and subsistence stores (but not radio supplies, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A, and 7919A (Revised Forms 1939).

ART. 7. *Inventories.* A complete inventory of the Vessel's entire outfit, equipment, hotel equipment, furniture, furnishings, appliances, spare and replacement parts and of all consumable stores, fuel oil and fresh water on board as of the time of the Vessel's delivery shall be jointly taken by representatives of the Charterer and the Owner, and mutually agreed upon by them as to items and as to price with respect to all consumable stores, fuel oil and fresh water (but if it is impracticable to make such inventory, then the Charterer will accept the Owner's inventory or reasonable estimates as to items and as to reasonable prices where pricing is required) at the time of delivery, or as soon thereafter as may be possible, and a similar inventory shall be so jointly taken and mutually agreed upon immediately after redelivery.

ART. 8. *Use of equipment.* The Charterer shall have the use of all outfit, equipment, hotel equipment, furniture, furnishings, appliances, spare and replacement parts on board the Vessel from the time of delivery without extra cost with the exception of the leased equipment), and the same or their substantial equivalent shall be returned to the Owner on redelivery in the same good order and condition as when received, any such items lost, destroyed, damaged, or so worn in service as to be unfit for use in the Owner's regular passenger service, to be replaced or made good by the Charterer in kind before redelivery or in value at the time of redelivery.

ART. 9. *Removal of equipment.* The Owner may, prior to the first departure of the Vessel from its port of delivery, and thereafter at any reasonable time, remove such equipment on board as is not required for the intended employment of the Vessel, but the Charterer shall reimburse the Owner for the expense of such removal, of the transportation and storage of and insurance on the removed equipment during the term of this Charter, unless sooner removed from storage, and of replacing or reinstalling such equipment on the Vessel at the termination of this Charter. If such property is stored on the premises of the Owner or any subsidiary

or affiliate or holding company, then the amount allowed for such storage will be that determined to be fair and reasonable by the Charterer, but in no event more than the cost of storage in comparable facilities or in a public warehouse, whichever is the lesser. However, the Charterer, at its option, may purchase such equipment at any time during the currency of this Charter at its fair and reasonable value if such storage charges exceed such value.

ART. 10. *Leased equipment.* The Charterer shall assume the obligations of the Owner under any contracts in connection with leased equipment on board and all expenses connected therewith after delivery, either by direct payment to the lessor thereof or by reimbursing the Owner for the rental and any other expenses under the Owner's contracts for such equipment during the period of this Charter, at the Owner's option, except that the Charterer, at the beginning of the charter period may substitute any other form of agreement as to such services mutually satisfactory to the Charterer and these contractors.

ART. 11. *Charterer to man, victual, and navigate.* During the period hereof, the Charterer shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident thereto, it being understood that the Owner retains no control, possession or command whatsoever during the period of the Charter, but that the Charterer shall have exclusive possession, control and command of said Vessel during the period of this Charter.

ART. 12. *Marine and war risks.* The Charterer shall, effective with the time of delivery of the Vessel under this Charter, assume war, marine and all other risks or liabilities of whatsoever nature or kind, including, without limitation, all risks or liabilities for breach of statute or for damage to property including cargo and other vessels, or for the personal injuries or death of any persons whatsoever, and shall indemnify and save harmless the Owner and the Vessel against and from any and all loss, liability, damage and expense (including costs of court and reasonable attorneys' fees) on account of such risks or liabilities arising out of any matter occurring during the currency of this Charter. The Charterer will insure in its Insurance Fund that portion of the value of the Vessel which relates to the interest of the United States of America as mortgagee to the extent that the risks assumed by the Charterer hereunder are of such a nature that they can be insured in such fund.

ART. 13. *Actual total loss liability.* In the event of total loss of the Vessel, the Charterer shall reimburse the Owner therefor in the amount of \$----- together with interest at the rate of 3½ per cent per annum beginning one hundred twenty days from the date of the Vessel's loss, if known, otherwise beginning one hundred twenty days from the date she was last heard from. The said sum of \$----- shall be paid as follows: (1) The Charterer shall pay the Owner \$----- in cash forthwith. (2) The Charterer shall pay the balance of said sum (i. e., \$-----) into a joint account in the names of the Owner and Charterer with a depository satisfactory to both parties, to be held in escrow for use for the replacement of the Vessel by new construction approved by the United States Maritime Commission to be completed within three years after peace between the United States and the nations with which it is now at war is proclaimed. In the event that the Owner does not elect to replace such Vessel and such funds in such account are not so used within such prescribed period, they shall be returned to the Charterer. The

creation of the joint escrow account and withdrawals therefrom shall be governed by and be in accordance with the applicable rules and regulations and orders of the United States Maritime Commission and the Treasury Department under the provisions of section 112 (f) of the Internal Revenue Code, or section 511 of the Merchant Marine Act of 1936, as amended, as the Owner may elect.

ART. 14. Constructive total loss liability. In case of damage to the Vessel (not amounting to total loss but amounting to more than 50 per cent of the total loss valuation in the opinion of the principal surveyor of the American Bureau of Shipping) during the period of this Charter, the Charterer shall have the option of declaring the Vessel a constructive total loss by so notifying the Owner in writing or of restoring the Vessel before redelivery to the Owner to a condition at least as good as its condition on delivery, ordinary wear and tear in commercial operation excepted, as required under this Charter. In the event of the declaration by the Charterer of the constructive total loss of the Vessel, the Charterer shall forthwith reimburse the Owner in the amounts and in the manner indicated in Article 13 above in the case of actual total loss. Against such payment the Owner will give the Charterer such releases and instruments granting the Vessel or the property of her remaining as the Charterer may require.

ART. 15. Insurance. (a) On and after the date of delivery of the Vessel under this Charter, the Owner shall not be required to carry any insurance whatsoever, but the Owner shall, as promptly as may be practicable, effect the cancellation of existing policies of insurance, and the pro rata premium payable with respect to the period between the date of delivery under this Charter and the effective date of such cancellation, shall be payable by the Charterer. The Charterer shall reimburse the Owner for any loss occasioned to it by the operation of any "short term cancellation rate" applicable to premiums paid for insurance with respect to the Vessel.

(b) If the Charterer shall insure the Vessel, in its own Insurance Fund, the Charterer shall not, either as Charterer or insurer, have any right of subrogation against the Owner on account of loss or damage to the Vessel or its machinery or appurtenances, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owner covered by insurance underwritten by the Charterer. Such insurance shall not in any way affect the Charterer's obligation to the Owner under this Charter.

ART. 16. Indemnification. The Owner shall forever indemnify and hold harmless the Charterer against any item of whatsoever nature upon the vessel at the time of its delivery hereunder. The Charterer shall forever indemnify, hold harmless and defend the Owner against any liens of whatsoever nature by whomsoever asserted and against any claim of lien (including costs and reasonable attorneys' fees paid or incurred in defending any such claim, whether or not the claim be found to be valid) whenever and by whomsoever asserted, upon the Vessel at the time of its redelivery hereunder. The Charterer shall also indemnify, hold harmless and defend the Owner and the Vessel against any claims, demands, or liabilities against them or either of them (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) arising out of the use or operation of the Vessel by the Charterer or any subcharterer, or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel, or out of any obligation or liability incurred by the Charterer or any sub-

charterer. The Charterer in its use and operation of the Vessel, shall abide by, and comply with, all applicable laws and governmental rules and regulations and the terms of any Governmental preferred mortgage on said Vessel and shall not use or operate the Vessel, or permit use or operation of the Vessel, except in full compliance with all such laws, rules and regulations, and shall indemnify the Vessel and the Owner against any loss, claim, liability, damage or expense on account of any such violation of law, rule, or regulation.

ART. 17. Subcharter. The Charterer shall at all times have the right to subcharter the Vessel bareboat to any other department or agency of the Government of the United States of America without prejudice to this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions. When any such subcharter is made the Charterer will forthwith notify Owner of the name of the subcharterer and the terms thereof.

ART. 18. Officials not to benefit. No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909 (35 Stat. 1109). No member of or Delegate to Congress, nor Resident Commissioner, shall be employed by the Owner either with or without compensation as an attorney, agent, officer or director.

In witness whereof, the parties hereto have executed this Charter in triplicate as of the day and year first above written.

UNITED STATES OF AMERICA,
By: E. S. LAND, Administrator,
War Shipping Administration.
By: _____
For the Administrator
By: _____
Attest: _____

Secretary
Approved as to form:
Assistant General Counsel,
War Shipping Administration

[General Order No. 1. Supp. 2, approved, March 25, 1942; 7 F.R. 2320]

§ 302.4 Uniform small craft bareboat requisition charter. The following form of small craft requisition charter is hereby adopted as the uniform charter for all vessels, or other watercraft of 1,000 gross tons and under, owned by citizens of the United States, the use and possession of which are requisitioned on a bareboat charter basis pursuant to the provisions of section 902 of the Merchant Marine Act, 1936, as amended (Sec. 902, 49 Stat. 2015, 53 Stat. 1255; 46 U.S.C. 1242).

3/23/42

UNITED STATES OF AMERICA
SMALL CRAFT BAREBOAT REQUISITION CHARTER

This charter, made and concluded upon in the District of Columbia the ____ day of _____, 19____, between the United States of America, acting through the War Shipping Administrator (hereinafter called the "Charterer"), and

_____ (hereinafter called the "Owner"), owner of the _____ Vessel _____ (hereinafter called the "Vessel"), of _____,

Official No. _____, of _____ tons gross register and _____ tons net register, witsneseth, that

Whereas, by Proclamation of May 27, 1941, the President declared an unlimited national emergency, and the security of the national defense made it advisable for the Charterer to requisition and charter the use of vessels and other water craft owned by citizens of the United States; and

Whereas, pursuant to the aforesaid Proclamation of the President and the provisions of Section 902, Merchant Marine Act, 1936, as amended, the Charterer has requisitioned the use of the Vessel by Small Craft Requisition No. _____ approved on _____ 19____; and

Whereas, this Charter sets forth the terms which, in the Charterer's judgment, should govern the relations between the United States and the Owner and a statement of the rate of hire which, in the Charterer's judgment, will be just compensation for the use of the Vessel and for the services required under the terms of this Charter;

Now, therefore, it is agreed as follows:

ART. 1. Charter period. The Owner agrees to let and the Charterer agrees to hire the Vessel for a period (subject to sooner termination by the Charterer upon fifteen days' written notice to the Owner) beginning with the time of the Vessel's delivery hereunder until the termination of the emergency proclaimed by the President on May 27, 1941, and such additional time needed for (a) the Vessel to complete here current voyage at either the end of said emergency period or at the end of said fifteen days' notice period, as the case may be, and (b) the Charterer to place the Vessel in the condition required on redelivery under the terms of this Charter.

ART. 2. Delivery and redelivery of vessel. The Vessel shall be delivered as of _____ o'clock _____ Time, on _____ 19____, at the Port of _____, as evidenced by the delivery receipt, and there redelivered after being restored to her condition on delivery as hereinafter provided, unless actually or constructively lost, at such safe place or pier to be designated by the Owner, unless otherwise mutually arranged.

ART. 3. Charter hire. The Charterer shall pay the Owner hire in the amount of \$ _____, for each day of twenty-four hours, and pro rata for any part of a day, from the time of delivery, until the time of redelivery, or, if the Vessel is sooner lost, until the time of her loss (if the time of such loss is uncertain, then until the time last heard from), or if the Vessel is a declared constructive total loss as hereinafter provided, to the time of such declaration by the Charterer.

Such hire shall be due and payable on the first day of each calendar month during the period of this Charter, for the preceding month or portion thereof.

ART. 4. Condition of vessel on delivery and redelivery. Subject to the provisions of the second paragraph of Article 5, the Charterer shall accept the Vessel "as is", in whatever condition it may be at the time of delivery thereof, without any agreement, representation or warranty, expressed or implied, by the Owner as to its physical condition, equipment, seaworthiness, or fitness for any purposes whatsoever, or against any defects, except as to latent defects, against all of which the Owner warrants the Vessel.

The Charterer shall be at liberty to install any equipment and make alterations and additions to quarters and equipment incident to the service in which the Vessel is to be used, and to install any additional gear or equipment for loading or discharging cargo beyond that on board at the beginning of this Charter. Such equipment, materials, and gear so fitted are to be considered Charterer's property; and the Charterer shall

remove the same at its expense before redelivery, and shall restore the Vessel to her condition prior to such changes (ordinary wear and tear excepted).

Unless actually or constructively lost, the Vessel on redelivery shall, at the cost of the Charterer, be restored to the Owner in a condition at least as good as when delivered hereunder, less ordinary wear and tear, or in lieu of making such repairs, the Charterer (at its option) shall pay the Owner an amount to place the Vessel in such condition, which payment shall include (a) an amount (payable month by month) equal to the hire herein fixed for use of the Vessel for the period of time necessary, the utmost diligence and despatch being used, for such repairing; and (b) any such further amount necessarily expended or to be expended by the Owner for insurance, wages and subsistence of master and members of the crew and other vessel expenses incurred during the period of time necessary, such diligence and despatch being used, for repairing the damage.

ART. 5. Maintenance. The Charterer shall, at its own expense, maintain the Vessel, so far as possible, in at least a good condition, working order and repair as said Vessel was in at the time of her delivery to the Charterer hereunder, ordinary wear and tear excepted.

The Vessel shall be drydocked and surveyed before delivery and on redelivery to determine her condition under the terms of this Charter. The cost of drydocking on delivery shall be paid for by the Charterer, and the cost of drydocking on redelivery shall be paid for by the Owner. Should the Charterer elect to waive drydocking on delivery, any damage to the Vessel's bottom found on redelivery shall be presumed, in the absence of proof to the contrary, to have occurred subsequent to the date of delivery, and all expenses in repairing such damage shall be for account of the Charterer.

ART. 6. Fuel and stores on board vessel at delivery and redelivery. The Charterer shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board at the time of delivery, in good order and condition and not in excess of vessel's normal requirements, and the Owner shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board on redelivery, in good order and condition and not in excess of vessel's normal requirements, at the current market prices at the port of delivery and of redelivery, respectively, on the respective dates of the inventories thereof. "Consumable stores" within the meaning of this paragraph are all consumable and subsistence stores (but not radio supplies, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A, and 7919A (Revised Forms 1939).

ART. 7. Inventories. A complete inventory of the Vessel's entire outfit, equipment, furniture, furnishings, appliances, spare and replacement parts and of all consumable stores, fuel oil and fresh water on board as of the time of the Vessel's delivery shall be jointly taken by representatives of the Charterer and the Owner, and mutually agreed upon by them both as to items and price at such time or as soon thereafter as may be possible, and a similar inventory shall be so jointly taken and mutually agreed upon immediately after redelivery. Items other than fuel, water and consumable stores included in the redelivery inventory, however, shall not be repriced on redelivery.

ART. 8. Use of equipment. The Charterer shall have the use of all outfit, equipment, furniture, furnishings, appliances, spare and replacement parts on board the Vessel from the time of delivery without extra cost (with the exception of the leased equipment), and the same or their substantial equivalent shall

be returned to the Owner on redelivery in the same good order and condition as when received, any such items lost, destroyed, damaged, or so worn in service as to be unfit for use to be replaced or made good by the Charterer in kind before redelivery or in value at the time of redelivery. The Charterer shall also have the benefit of all apparatus and appliances and spare repair replacement parts on shore, at prices to be mutually agreed upon between the parties, and the Owner shall furnish the Charterer forthwith a list of such parts and equipments.

ART. 9. Leased equipment. The Charterer may assume the obligations of the Owner under any contracts in connection with leased equipment on board and all expenses connected therewith after delivery, either by direct payment of the lessor thereof or by reimbursing the Owner for the rental and any other expenses under the Owner's contracts for such equipment during the period of this Charter, at the Owner's option, except that the Charterer, at the beginning of the charter period may substitute any other form of agreement as to such services mutually satisfactory to the Charterer and these contractors.

ART. 10. Charterer to man, victual and navigate. During the period hereof, the Charterer shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident thereto.

ART. 11. Marine and war risk. The Charterer shall, effective with the time of delivery of the Vessel under this Charter, assume war, marine and all other risks or liabilities of whatsoever nature or kind, against the Owner or Vessel including all risks or liabilities for breach of statute or for damage caused to other vessels, persons or property, and shall indemnify and save harmless the Owner and the Vessel against and from any and all loss, liability, damage, injury (including death claims), and expense (including costs of court and reasonable attorneys' fees) on account of such risks or liabilities arising out of any matter occurring during the currency of this Charter.

ART. 12. Loss of vessel. In the event the Vessel is actually lost or is declared to be a constructive total loss or is an arranged total loss, the Charterer shall pay to the Owner as soon as practicable \$..... for the Vessel, including interest at the rate of three per centum (3%) per annum calculated in the case of actual total loss beginning 90 days from the date of loss, if known, otherwise beginning 90 days from the date the Vessel was last heard from; in the case of declared constructive total loss beginning on the date such declaration is made; and in the case of an arranged total loss beginning on the date the loss is agreed upon.

If the Vessel sustains serious damage or injury arising during the period of this Charter, to such extent that the Charterer shall consider her to be a constructive total loss, the Charterer shall have the option (to be exercised as promptly as possible, but in no event later than 90 days from the date of the casualty), of declaring the Vessel to be a constructive total loss as of the date of such declaration and of taking over or selling her, and the Owner shall be paid the amount provided above.

ART. 13. Indemnification. The Owner shall forever indemnify and hold harmless the Charterer against any liens of whatsoever nature upon the Vessel at the time of its delivery hereunder and the Charterer shall forever indemnify, hold harmless, and defend the Owner against any liens of whatsoever nature upon the Vessel at the time of its redelivery hereunder, by whomsoever asserted, and against any claim of lien (includ-

ing costs and reasonable attorneys' fees paid or incurred in defending any such claim, whether or not the claim be found to be valid) whenever and by whomsoever asserted, arising out of any matter occurring during the period of this Charter or out of the use or operation of the Vessel by the Charterer or any subcharterer or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel or out of any obligation or liability incurred by the Charterer or any subcharterer. The Charterer shall also indemnify, hold harmless and defend the Owner against any claims, demands, or liabilities against the Owner (including costs and reasonable attorneys' fees in defending such claims or demand, whether or not the claim or demand be found to be valid) arising out of the use or operation of the Vessel by the Charterer or any subcharterer, or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel, or out of any obligation or liability incurred by the Charterer or any subcharterer.

ART. 14. Subcharter. The Charterer shall at all times have the right to subcharter the Vessel bareboat to any other department or agency of the Government of the United States of America without prejudice to this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

ART. 15. Payments. All payments to be made by the Charterer to the Owner and all payments to be made by the Owner to the Charterer, under the terms of this Charter, shall be made in the District of Columbia by or to the Charterer.

In consideration of the compensation provided and the other obligations assumed by the Charterer hereunder, the Owner accepts this Charter in full satisfaction of any and all claims he has or may have against the United States of America arising out of the requisition of the Vessel and accepts the compensation herein provided for as the compensation required by law.

ART. 16. Officials not to benefit. No member of or Delegate to Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act, approved March 4, 1909 (35 Stats. 1109). No member of or Delegate to Congress, nor Resident Commissioner, shall be employed by the Owner either with or without compensation as an attorney, agent, officer or director.

In witness whereof, the parties hereto have executed this Charter Party Agreement in triplicate as of the day and year first above written.

UNITED STATES OF AMERICA,
By WAR SHIPPING ADMINISTRATION,
By _____
For the Administrator

By _____
Attest:

Secretary.
or
(for non-corporate Owners)
In the presence of:

Witness.
and

Witness.
Approved as to form:

Assistant General Counsel
War Shipping Administration

[General Order 1, Supplementary 3, approved April 20, 1942; 7 F.R. 4588]

§ 302.5 Smallcraft bareboat requisition charter "Warshiptow". (a) The

following form of bareboat charter, identified as form No. 109, "Warshiptow", 8/1/42, to be entered into by the United States of America, acting by and through the Administrator, War Shipping Administration, is approved and adopted for the requisitioned use on a bareboat basis of tugs, barges, and other vessels whether or not self-propelled used in or in conjunction with barges services in or between such port or ports as the Administrator may from time to time determine.

ARTICLE 1. Charter period. The Owner agrees to let and the Charterer agrees to hire the Vessel for a period (subject to sooner termination by the Charterer upon fifteen days' written notice to the Owner) beginning with the time of the Vessel's delivery hereunder until the termination of the emergency proclaimed by the President on May 27, 1941, and such additional time needed for (a) the Vessel to complete her current voyage at either the end of said emergency period or at the end of said fifteen days' notice period, as the case may be, and, (b) the Charterer to place the Vessel in the condition required on redelivery under the terms of this Charter.

ART. 2. Delivery and Redelivery of Vessel. The Vessel shall be delivered as of _____ o'clock _____ Time, on _____ 19____, at the Port of _____, as evidenced by the delivery receipt, and there redelivered after being restored to her condition on delivery as hereinafter provided, unless actually or constructively lost, at such safe place or pier to be designated by the Owner, unless otherwise mutually arranged.

ART. 3. Charter hire. The Charterer shall pay the Owner hire in the amount of \$_____ for each day of twenty-four hours, and pro rata for any part of a day, from the time of acceptance, until the time of redelivery, or, if the Vessel is sooner lost, until the time of her loss (if the time of such loss is uncertain, then until the time last heard from), or if the Vessel is a declared constructive total loss as hereinafter provided, to the time of such declaration by the Charterer.

Such hire shall be due and payable on the first day of each calendar month during the period of this Charter, for the preceding month or portion thereof.

ART. 4. Condition of vessel on delivery and redelivery. Subject to the provisions of the second and third paragraphs of Article 5, the Charterer shall accept the Vessel "as is", in whatever condition it may be at the time of acceptance thereof, without any agreement, representation or warranty, expressed or implied, by the Owner as to its physical condition, equipment, seaworthiness, or fitness for any purposes whatsoever, or against any defects, except as to latent defects, against all of which the Owner warrants the Vessel.

The Charterer shall be at liberty to install any equipment and make alterations and additions to quarters and equipment incident to the service in which the Vessel is to be used, and to install any additional gear or equipment for loading, carrying or discharging cargo or for towing or other services beyond that on board at the beginning of this Charter. Such equipment, materials, and gear so fitted are to be considered Charterer's property; and the Charterer shall remove the same at its expense before redelivery, and shall restore the Vessel to her condition prior to such changes (ordinary wear and tear excepted).

Unless actually or constructively lost, the Vessel on redelivery shall, at the cost of the Charterer, be restored to the Owner in a condition at least as good as when accepted hereunder, less ordinary wear and tear, or in lieu of making such repairs, the Charterer (at its option) shall pay the Owner an amount to place the Vessel in such condi-

tion, which payment shall include: (a) an amount (payable month by month) equal to the hire herein fixed for use of the Vessel for the period of time necessary, the utmost diligence and despatch being used, for such repairing; and (b) any such further amount necessarily expended or to be expended by the Owner for insurance, wages and subsistence of master and members of the crew and other vessel expenses incurred during the period of time necessary, such diligence and despatch being used, for repairing the damage.

ART. 5. Maintenance. The Charterer shall, at its own expense, maintain the Vessel, so far as possible, in at least as good condition, working order and repair as said Vessel was in at the time of her acceptance to the Charterer hereunder, ordinary wear and tear excepted.

The Vessel shall be drydocked and surveyed before acceptance and on redelivery to determine her condition under the terms of this Charter. The cost of drydocking on acceptance shall be paid for by the Charterer, and the cost of drydocking on redelivery shall be paid for by the Owner. Should the Charterer elect to waive drydocking on acceptance, any damage to the Vessel's bottom found on redelivery shall be presumed, in the absence of proof to the contrary, to have occurred subsequent to the date of acceptance, and all expenses in repairing such damage shall be for account of the Charterer.

If, at the time of delivery hereunder, the Vessel has outstanding classification requirements or has sustained unrepaid damage of an insurable nature, the cost of repairing such unrepaid damage or of satisfying the outstanding classification requirements shall be for the Owner's account and, if the Charterer is not reimbursed for such cost by the Owner, such cost shall be deducted by the Charterer from the charter hire due hereunder and, in either event, during the time required for such repairs, the Vessel shall be off-hire.

Decay or corrosion from natural causes which require the entire replacement of frame, deck beams, deck housing, planking and side or bottom plates other than that caused by collision or other accidents shall be for the Owner's account as will natural deterioration of boilers, pump condensers and main engines. If, during the term of this Charter excessive repairs are necessary in the way of replacement of machinery or to hull and such repairs shall be considered as renewing or adding to the value of the Vessel, such repairs may be made by the Charterer and shall be for the Owner's account provided, however, that if caused by collision or other accident it shall be for the Charterer's account.

ART. 6. Fuel and stores on board vessel at delivery and redelivery. The Charterer shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board at the time of delivery, in good order and condition and not in excess of vessel's normal requirements, and the Owner shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board on redelivery, in good order and condition and not in excess of vessel's normal requirements, at the current market prices at the port of delivery and of redelivery, respectively, on the respective dates of the inventories thereof. "Consumable stores" within the meaning of this paragraph are all consumable and subsistence stores (but not radio supplies, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A, and 7919 A (Revised Forms 1939).

ART. 7. Inventories. A complete inventory of the Vessel's entire outfit, equipment, furniture, furnishings, appliances, spare and replacement parts and of all consumable

stores, fuel oil, and fresh water on board as of the time of the Vessel's delivery shall be jointly taken by representatives of the Charterer and the Owner, and mutually agreed upon by them both as to items and price at such time or as soon thereafter as may be possible, and a similar inventory shall be so jointly taken and mutually agreed upon immediately after redelivery. Items other than fuel, water and consumable stores included in the redelivery inventory, however, shall not be repriced on redelivery.

ART. 8. Use of equipment. The Charterer shall have the use of all outfit, equipment, furniture, furnishings, appliances, spare and replacement parts on board the Vessel from the time of delivery without extra cost (with the exception of the leased equipment), and the same or their substantial equivalent shall be returned to the Owner on redelivery in the same good order and condition as when received, and any such items lost, destroyed, damaged, or so worn in service as to be unfit for use to be replaced or made good by the Charterer in kind before redelivery or in value at the time of redelivery. The Charterer shall also have the benefit of all apparatus and appliances and spare repair replacement parts on shore, at prices to be mutually agreed upon between the parties, and the Owner shall furnish the Charterer forthwith a list of such parts and equipments.

ART. 9. Leased equipment. The Charterer may assume the obligations of the Owner under any contracts in connection with leased equipment on board and all expenses connected therewith after delivery, either by direct payment to the lessor thereof or by reimbursing the Owner for the rental and any other expenses under the Owner's contracts for such equipment during the period of this Charter, at the Owner's option, except that the Charterer, at the beginning of the charter period may substitute any other form of agreement as to such services mutually satisfactory to the Charterer and these contractors.

ART. 10. Charterer to man, victual, and navigate. During the period hereof, the Charterer shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident thereto.

ART. 11. Marine and war risk. The Charterer shall, effective with the time of delivery of the Vessel under this Charter, assume war, marine and all other risks or liabilities of whatsoever nature or kind, against the Owner or Vessel including all risks or liabilities for breach of statute or for damage caused to other vessels, persons or property, and shall indemnify and save harmless the Owner and the Vessel against and from any and all loss, liability, damage, injury (including death claims), and expense (including costs of court and reasonable attorneys' fees) on account of such risks or liabilities arising out of any matter occurring during the currency of this Charter.

ART. 12. Loss of vessel. In the event the Vessel is actually lost or is declared to be a constructive total loss or is an arranged total loss, the Charterer shall pay to the Owner as soon as practicable \$_____ for the Vessel, including interest at the rate of three per centum (3%) per annum calculated in the case of actual total loss beginning 90 days from the date of loss, if known, otherwise beginning 90 days from the date the Vessel was last heard from; in the case of declared constructive total loss beginning on the date such declaration is made; and in the case of an arranged total loss beginning on the date the loss is agreed upon.

If the Vessel sustains serious damage or injury arising during the period of this Charter, to such extent that the Charterer shall consider her to be a constructive total

loss, the Charterer shall have the option (to be exercised as promptly as possible, but in no event later than 90 days from the date of the casualty), of declaring the Vessel to be a constructive total loss as of the date of such declaration and of taking over or selling her, and the Owner shall be paid the amount provided above.

If the Vessel is a total loss (actual or constructive) or is purchased or title thereto is requisitioned by the Charterer, the Owner agrees to allow the Charterer a deduction of one-third of the total hire paid or accrued hereunder to the time of such loss or the date of delivery under such purchase or requisition, from the sum stipulated as payable by the Charterer to the Owner under the provisions of this Article in the event of total loss, and the payment of such stipulated sum, less such deduction, shall constitute just compensation and full satisfaction for such loss, purchase or taking.

ART. 13. Indemnification. The Owner shall forever indemnify and hold harmless the Charterer against any liens of whatsoever nature upon the Vessel at the time of its delivery hereunder and the Charterer shall forever indemnify, hold harmless, and defend the Owner against any liens of whatsoever nature upon the Vessel at the time of its redelivery hereunder, by whomsoever asserted, and against any claim of lien (including costs and reasonable attorneys' fees paid or incurred in defending any such claim, whether or not the claim be found to be valid) whenever and by whomsoever asserted, arising out of any matter occurring during the period of this Charter or out of the use or operation of the Vessel by the Charterer or any subcharterer or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel or out of any obligation or liability incurred by the Charterer or any subcharterer. The Charterer shall also indemnify, hold harmless and defend the Owner against any claims, demands, or liabilities against the Owner (including costs and reasonable attorneys' fees in defending such claims or demand, whether or not the claim or demand be found to be valid) arising out of the use or operation of the Vessel by the Charterer or any subcharterer, or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel, or out of any obligation or liability incurred by the Charterer or any subcharterer.

ART. 14. Subcharter. The Charterer shall at all times have the right to subcharter the Vessel, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

ART. 15. Payments. All payments to be made by the Charterer to the Owner and all payments to be made by the Owner to the Charterer, under the terms of this Charter, shall be made in the District of Columbia by or to the Charterer.

In consideration of the compensation provided and the other obligations assumed by the Charterer hereunder, the Owner accepts this Charter in full satisfaction of any and all claims he has or may have against the United States of America arising out of the requisition of the Vessel and accepts the compensation herein provided for as the compensation required by law.

ART. 16. Officials not to Benefit. No member of or delegate to Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act, approved March 4, 1909 (35 Stats. 1109). No member of or Delegate to Congress, nor Resident Commissioner, shall be employed by the Owner either with or without compensation as an attorney, agent, officer or director.

In witness whereof the parties hereto have executed this Charter Party Agreement in triplicate as of the day and year first above written.

UNITED STATES OF AMERICA,
By WAR SHIPPING ADMINISTRATION,
By _____

For the Administrator

By _____

Attest:

Secretary

or
(for non-corporate Owners)

In the presence of:

Witness

and

Witness

Approved as to form:

Assistant General Counsel
War Shipping Administration

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Agreement on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL]

Secretary

Form No. 109
"Warshiptow"
8/1/42

[General Order No. 1, Supplement 5, approved July 27, 1942; 7 F.R. 6012]

§ 302.12 Vessels included. Time charter rates herein prescribed are applicable to all American-flag self-propelled ocean-going iron and steel dry cargo vessels chartered under terms and conditions of charter parties tendered by the War Shipping Administration to owners of such vessels pursuant to the provisions of sec. 902 of the Merchant Marine Act, 1936, as amended, *except*:

- (a) Vessels with refrigerated capacity in excess of 50% of total capacity.
- (b) Combination passenger and freight vessels.
- (c) Car ferries.
- (d) Seatrains.
- (e) Vessels which are not classed A-1 American Bureau of Shipping, or equivalent.
- (f) Vessels of less than 8 knots of speed determined in accordance with General Order No. 10.
- (g) Vessels of less than 1,000 tons deadweight.
- (h) Tankers.
- (i) Other vessels excepted from this order by the Administrator from time to time.

¹ Basis for the determination of time charter hire under charter parties tendered by the War Shipping Administration to owners of American-flag vessels chartered or requisitioned for use pursuant to the provisions of sec. 902 of the Merchant Marine Act, 1936, as amended. [General Order No. 8, Revised]

§ 302.13 Basic rates—(a) Charter rates on all vessels covered by this general order. Effective January 20, 1942, the charter rate on all vessels covered by this general order shall be as follows:

[Per DWT per month]

	On sailings prior to May 16, 1942	On sailings on and after May 16, 1942
10,000 DWT and up.....	\$3.75	\$4.00
9,000 to 9,999.....	3.90	4.15
8,000 to 8,999.....	4.10	4.35
7,000 to 7,999.....	4.35	4.60
6,000 to 6,999.....	4.65	4.90
5,000 to 5,999.....	5.00	5.25
4,000 to 4,999.....	5.40	5.65
3,500 to 3,999.....	5.60	5.85
3,000 to 3,499.....	5.85	6.10
2,500 to 2,999.....	6.15	6.40
2,000 to 2,499.....	6.50	6.75
1,500 to 1,999.....	6.90	7.15
1,000 to 1,499.....	7.35	7.60

NOTE: The sailing date shall be the date when the vessel commences to load outbound from a United States Continental port, excluding Alaska.

Provided, That no vessel shall receive more aggregate charter hire (including adjustments) than a vessel of the same kind of the lowest tonnage in the next higher class can receive at the rate (with corresponding adjustments) shown for its class.

(b) Adjustments for speed. Vessels with a speed in excess of 10½ knots, as determined pursuant to General Order No. 10, shall receive an additional sum of 10¢ per dwt per month for each knot or major fraction (including one-half) thereof over 10½ knots. Speed added to the vessel at the cost of the United States shall be ignored for the purpose of this determination; subject to this, a certificate of speed, as computed in accordance with General Order No. 10, given by the American Bureau of Shipping in satisfactory form shall constitute sufficient proof of the vessel's speed.

(c) Adjustment for refrigerated capacity. Where vessels have refrigerated space available for cargo in excess of 6,000 cu. ft., 2¢ per cubic foot per month will be added with respect to such excess refrigerated space, except to the extent that the cost of such space has been paid or subsidized by the United States.

(d) Adjustments for arming and degaussing. Time lost in partially or entirely arming, degaussing or demagnetizing any vessel at any time prior to delivery to the Government and not previously compensated for by the Government shall be compensated for under the charter tendered pursuant to this order. Such compensation shall be computed on the basis of the applicable time charter rate established by this order and shall constitute additional charter hire earned upon delivery and acceptance of the vessel under any charter tendered hereunder. Time lost shall be determined in accordance with regulations hereinafter determined by the Administrator.

(e) Adjustments for war risk insurance and bonuses. War risk insurance on vessels and crew war risk bonuses as well as marine insurance occasioned by trading beyond the Institute Warranties shall

be for the account of the charter in accordance with the provisions of standard form of time charter agreement designated Warship Form No. 101 and approved by General Order No. 11.

(f) *Adjustments for motorships.* Vessels with Diesel engine propulsion shall receive an additional sum of 35¢ per dwt per month.

(g) *Adjustments for age of vessels not built under construction-differential subsidy agreements.* Vessels constructed in the United States subsequent to 1928 shall receive an additional sum per dwt per month computed in accordance with the following schedule:

Year of construction:	Additional premium per dwt. per month
1929	\$.05
1930	.10
1931	.15
1932	.20
1933	.25
1934	.30
1935	.35
1936	.40
1937	.45
1938	.50
1939	.55
1940	.60
1941 and subsequent years (minimum)	.65

The date of delivery by the shipbuilder shall constitute the date of construction hereunder. Upon application, consideration will be given to the allowance of a greater adjustment under this subsection for vessels delivered in 1941 and thereafter.

(h) *Adjustments for age of vessels built with construction-differential subsidy.* Vessels constructed pursuant to the Merchant Marine Act, 1936, as amended, with a construction-differential subsidy shall receive an additional sum per dwt per month as follows:

- C-1 Class 10¢ per dwt per month.
- C-2 Class 20¢ per dwt per month.
- C-3 Class 30¢ per dwt per month.

Other subsidized vessels shall receive additional compensation to correspond with the foregoing amounts in accordance with the relation of the particular vessel's horsepower to that of the most comparable vessels of the three enumerated types. The adjustment under paragraph (g) of this section shall not apply to vessels covered by the adjustments under this paragraph.

§ 302.14 *Deadweight determination.* Deadweight capacity is to be established in accordance with normal summer freeboard as assigned pursuant to the International Load Line Convention, 1930. Deadweight shall be calculated exclusive of weight added by installation of refrigerated cargo capacity, arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other installation or equipment required by the Administrator, the United States Maritime Commission, the Army, or the Navy. Certificate of deadweight, in satisfactory form, by American Bureau of Shipping shall constitute sufficient proof of deadweight capacity.

§ 302.15 *Excluded vessels.* Time charter rates for vessels excluded under

the terms of this order shall be established from time to time by supplements hereto and such rates shall become effective as of the dates stipulated in such supplements. With respect to any existing charter covering vessels excluded from the operation of this order where the charter provides that rates may be readjusted in accordance with rate determinations made prior to May 15, the time for such rate determinations is extended to June 30, 1942.

§ 302.16 *Basic terms and conditions.* The rates and adjustments herein prescribed are based upon standard form of time charter agreement approved by the War Shipping Administrator and designated Warship Form No. 101 in General Order No. 11. The reference in Part I of said charter to General Order No. 8 shall refer to and mean this General Order No. 8 as hereby revised. This Revised General Order No. 8 supersedes General Order No. 8 approved May 14, 1942, and the right is reserved to further revise or amend this General Order No. 8 (§§ 302.12 to 302.16): *Provided, however,* That any basic rates or adjustments set forth in any such revision or amendment shall not apply to any charters tendered before the date of such revision or amendment. [General Order 8, Revised, approved June 15, 1942; 7 F.R. 4592]

§ 302.17 *Vessels included.* Time charter rates herein prescribed are applicable to all American-flag self-propelled ocean-going iron and steel tank vessels chartered under terms and conditions of charter parties tendered by the War Shipping Administration to owners of such vessels pursuant to the provisions of sec. 902 of the Merchant Marine Act, 1936, as amended, *except:*

- (a) Vessels which are not classed A-1 American Bureau of Shipping, or equivalent;
- (b) Vessels of less than 8 knots of speed determined in accordance with General Order No. 10;
- (c) Vessels of less than 3,000 tons deadweight; and
- (d) Other vessels excepted from this order by the Administrator from time to time.

§ 302.18 *Basic rates.* Effective noon, April 20, 1942, the charter rate on all vessels covered by this general order shall be as follows:

	Per DWT per month
18,000 DWT and up	\$3.25
16,000 to 18,000	3.35
14,000 to 16,000	3.45
12,000 to 14,000	3.60
10,000 to 12,000	3.75
9,000 to 10,000	3.90
8,000 to 9,000	4.10
7,000 to 8,000	4.35
Under 7,000	4.65

¹ Basis for the determination of time charter hire under charter parties tendered by the War Shipping Administration to owners of American-flag tankers chartered or requisitioned for use pursuant to the provisions of sec. 902 of the Merchant Marine Act, 1936, as amended.

Provided, That no vessel shall receive more aggregate charter hire (including adjustments) than a vessel of the same kind of the lowest tonnage in the next higher class can receive at the rate (with corresponding adjustments) shown for its class.

(b) *Adjustments for speed.* Vessels with a speed in excess of 10½ knots, as determined pursuant to General Order No. 10, shall receive an additional sum of 10¢ per dwt per month for each knot or major fraction (including one-half) thereof over 10½ knots. Speed added to the vessel at the cost of the United States shall be ignored for the purpose of this determination; subject to this, a certificate of speed, as computed in accordance with General Order No. 10, given by the American Bureau of Shipping in satisfactory form shall constitute sufficient proof of the vessel's speed.

(c) *Adjustments for arming and degaussing.* Time lost in partially or entirely arming, degaussing or demagnetizing any vessel at any time prior to delivery to the Government and not previously compensated for by the Government shall be compensated for under the charter tendered pursuant to this order. Such compensation shall be computed on the basis of the applicable time charter rate established by this order and shall constitute additional charter hire earned upon delivery and acceptance of the vessel under any charter tendered hereunder. Time lost shall be determined in accordance with regulations hereinafter determined by the Administrator.

(d) *Adjustments for war risk insurance and bonuses.* War risk insurance on vessels and crew war risk bonuses as well as marine insurance occasioned by trading beyond the Institute Warranties shall be for the account of the charterer in accordance with the provisions of standard form of time charter agreement designated Warship Form No. 102 and approved by General Order No. 11, Supplement No. 1.

(e) *Adjustments for age of vessels.* Vessels constructed in the United States subsequent to 1928 shall receive an additional sum per dwt per month computed in accordance with the following schedule:

Year of Construction:	Additional Premium Per DWT Per Month
1929	\$.05
1930	.10
1931	.15
1932	.20
1933	.25
1934	.30
1935	.35
1936	.40
1937	.45
1938	.50
1939	.55
1940	.60
1941 and subsequent years	.65

The date of delivery by the shipbuilder shall constitute the date of construction hereunder.

(f) *Adjustments for motorships.* Vessels with Diesel engine propulsion shall receive an additional sum of 35¢ per dwt per month.

§ 302.19 *Deadweight determination.* Deadweight capacity is to be established

in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930. Deadweight shall be calculated exclusive of weight added by installation of refrigerated cargo capacity, arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other installation or equipment required by the Administrator, the United States Maritime Commission, the Army, or the Navy. Certificate of deadweight, in satisfactory form, by American Bureau of Shipping shall constitute sufficient proof of deadweight capacity.

§ 302.20 *Basic terms and conditions.* The charter rates and adjustments herein prescribed are based upon standard form of time charter agreement approved by the War Shipping Administrator and designated Warshipolltime Form No. 102 in General Order No. 11, Supplement No. 1.

§ 302.21 *Not a revision of General Order No. 8 as revised.* This order is not a revision or amendment of General Order No. 8 (Revised) but is an order of independent operation designated as a supplement to General Order No. 8 for convenience of reference. [General Order 8, Supplement 1, approved June 15, 1942; F.R. 4594]

§ 302.22 *Rates affecting Central American and South American Flag Vessels having stipulated characteristics.* The applicability of General Order No. 8 (Revised) and Supplement No. 1 thereto, prescribing rates for American flag vessels having stipulated characteristics (§§ 302.12 and 302.17) is hereby extended to cover vessels having such characteristics registered under the flags of Central American and South American countries, which are owned by nationals of the United States or by foreign corporations ninety-five per cent of whose stock is owned by nationals of the United States. [General Order 8, Supplement 2, approved June 15, 1942; 7 F.R. 4594]

§ 302.23 *Rates of time charter hire on unclassified vessels.* The rates of time charter hire on vessels (both tankers and dry cargo vessels) not classed A-1 American Bureau or equivalent shall be \$25 per deadweight ton per month less in each instance than the appropriate rate applicable to a comparable vessel which is so classed. [General Order 8, Supplement 3, approved June 29, 1942; 7 F.R. 5677]

§ 302.24 *Rates of time charter hire on vessels operating outside of Continental United States.* With respect to vessels which on May 16th were operating indefinitely in services not requiring indefinite ports of call at ports in the Continental United States excluding Alaska, the rate applicable under General Order No. 8 (Revised) for sailings on and after May 16, 1942, will be applied effective with the first sailing from the first port of call on and after July 1, 1942. [General Order 8, Supplement 4, approved July 17, 1942; 7 F.R. 5677]

§ 302.28 *Applicability of insurance valuation provisions.*¹ Insurance valuations prescribed in §§ 302.28 to 302.35, inclusive, of this chapter are applicable to all American-flag self-propelled ocean-going iron and steel dry cargo vessels chartered under terms and conditions of charter parties tendered by the War Shipping Administration to owners of such vessels pursuant to the provisions of sec. 902 of the Merchant Marine Act, 1936, as amended, except:

(a) Vessels with refrigerated capacity in excess of 50% of total capacity.

(b) Combination passenger and freight vessels.

(c) Car ferries.

(d) Seatrains.

(e) Vessels which are not classed A-1 American Bureau of Shipping, or equivalent.

(f) Vessels of less than 8 knots of speed determined in accordance with §§ 301.16 to 301.18, inclusive, of this chapter.

(g) Vessels of less than 1,000 tons deadweight.

(h) Vessels constructed pursuant to construction contracts made and entered into subsequent to January 1, 1935.

(i) Other vessels excepted from §§ 301.8 to 301.13, inclusive, of this chapter by the Administrator from time to time.

§ 302.29 *Basic valuation for insurance valuation purposes.* The basic valuation shall be \$65 per deadweight ton.

§ 302.30 *Speed bonus for insurance valuation purposes.* Vessels with a speed in excess of 8½ knots determined in accordance with §§ 301.16 to 301.18, inclusive, of this chapter shall be allowed an additional valuation of \$5 per deadweight ton for each knot or major fraction thereof over 8½ knots.

§ 302.31 *Adjustments for refrigerated capacity for insurance valuation purposes.* Vessels with refrigerated space available for cargo in excess of 6,000 cu. ft., shall be allowed an additional valuation of \$1.25 per cubic foot for such excess space.

§ 302.32 *Adjustments for general average and salvage charges for insurance valuation purposes.* If, by reason of the limitations on valuation contained in §§ 301.8 to 301.13, inclusive, of this chapter, the owner of a vessel becomes a co-insurer for a portion of general average or salvage charges, insurance policies issued by the War Shipping Administration will provide for payment in full of such charges, up to the face amount of the policy, or if such policies do not constitute the total amount of insurance placed upon the vessel, they will provide for payment, up to the face amount of the policy, of that portion of such charges which the amount of the insurance underwritten by the War Shipping Administration bears to the total amount of insurance placed upon the vessel.

§ 302.33 *Deadweight determination for insurance valuation purposes.* Dead-

¹ Basis for valuation, of vessels for insurance purposes.

weight capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930. Deadweight shall be calculated exclusive of weight added by installation of refrigerated capacity, arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other installation or equipment required by the Administrator, the United States Maritime Commission, the Army, or the Navy. Certificate of deadweight, in satisfactory form, by American Bureau of Shipping shall constitute sufficient proof of deadweight capacity.

§ 302.34 *Excluded vessels.* Insurance valuations for vessels excluded under the terms of §§ 301.8 to 301.15, inclusive, of this chapter shall be established from time to time by supplements hereto and such valuations shall become effective as of the dates stipulated in such supplements with respect to any existing charter covering vessels excluded. With respect to any existing charter covering vessels excluded from the operation of §§ 301.8 to 301.13, inclusive, of this chapter, where the charter provides that valuations may be re-adjusted in accordance with rate determinations made prior to May 15, the time for such determinations is extended to June 30, 1942.

§ 302.35 *Additional insurances.* Owners may place additional insurance at their own expense in commercial or other markets beyond the amount of the valuations provided for in §§ 302.28 to 302.35, inclusive, of this chapter. However, the cost of such insurance shall not be the basis of any claim against the Administrator nor shall the existence of such additional coverage be construed as evidence as to the value of the additional insurance therein. All such additional coverage shall be reported promptly to the Administrator. The Administrator reserves the right to revoke this permission in whole or in part from time to time. [General Order No. 9, approved May 14, 1942, 7 F.R. 3679]

§ 302.36 *Insurance valuations — (a) Central American and South American Flag Vessels.* The applicability of General Order No. 9 prescribing insurance valuations for American-flag vessels having stipulated characteristics (as set forth in § 302.28 thereof) is hereby extended to cover vessels having such characteristics registered under the flags of Central American and South American countries, which are owned by nationals of the United States or by foreign corporations ninety-five percent of whose stock is owned by nationals of the United States. [General Order No. 9, Supplement 1, approved June 15, 1942; 7 F.R. 4594]

(b) *For tank vessels over 3,000 gross tons, owned by American nationals or corporations.* The provisions of §§ 302.28 and 302.35 (a) are hereby extended to tank vessels over 3,000 gross tons owned by American nationals or corporations, ninety-five percent of the stock of which is owned by American nationals. With

respect to all such tank vessels, chartered or requisitioned on or after April 20, 1942, such rates shall become effective on the effective date of such requisitions or charters. With respect to all other charters, such rates shall become effective on safe arrival at the first port of call after June 9, 1942. [General Order No. 9, Supplement 2, approved June 18, 1942; 7 F.R. 4672]

§ 302.44 *Statement of formulae prescribed for calculating sea speed of vessels.*¹ The following formulae are hereby prescribed for the calculation of the sea speed of vessels by the War Shipping Administration:

(a) The speed of the ship, or of a sister ship, with clean bottom, at a draft corresponding to the International Summer Load Line, even keel, no current, corrected for wind, at 80% of normal power is taken as the "sea speed" of the ship. The mentioned speed is based on standardization over a measured mile in deep water.

(b) Where no standardization has been run, a self-propelled model test in the David W. Taylor Model Basin or the Washington Model Basin corrected for sea conditions as above, will be accepted. Tests that have been run in other model basins in substantial conformity with those of the David W. Taylor Model Basin will be considered.

(c) Where neither self-propelled model tests nor standardization on a measured mile are available on the ship, the sea speed for a single screw ship shall be that speed at which the effective horsepower is equal to fifty per cent of the normal shaft horsepower, and for a twin screw ship forty-five per cent of the normal shaft horsepower. The effective horsepower shall be based upon the bare hull, even keel at a draft corresponding to the Summer Load Line assigned pursuant to the International Load Line Convention, 1930. The calculation of effective horsepower shall be made by the methods given in "Speed and Power of Ships" by the late Rear Admiral David W. Taylor, published in 1933. Where this speed falls below that corresponding to a speed length ratio of .60, the power shall be that determined by extending the speed-effective horsepower curve on the basis that the ship power varies as the cube of the speed. The speed length ratio shall be defined as the quotient of the speed of the ship in knots divided by the square root of the water line length of the ship in feet.

(d) Voyage results will, in general, not be accepted.

§ 302.45 *Other provisions concerning calculation of sea speed; trial in deep water; normal shaft horsepower; normal power.* (a) At any time the charterer has the privilege to request a trial in deep water, either on a standard deep water measured mile or other course approved by the War Shipping Administration. On this trial the operator shall determine to the satisfaction of representatives of the War Shipping Administration the speed at which the vessel runs when the

engines are developing 80% of their normal power. All expenses, etc., in connection with such a trial shall be borne by the operator.

(b) The normal shaft horsepower for a Diesel ship shall be based on the engine builder's guarantees. Should this information be unavailable the normal power for a Diesel ship shall be based on maximum brake mean effective pressures and piston speeds of 61 lbs. per square inch and 1100 feet per minute respectively for two-cycle engines and 75 lbs. per square inch and 1200 feet per minute, respectively, for four-cycle engines. Special consideration will be given to engines of unusual design.

(c) The normal power for an American turbine ship shall be based on manufacturer's guarantees for the unit in question. For a foreign ship the normal power shall be based upon manufacturer's guarantees when these are available. When these are not available the turbine horsepower used by the classification societies in computing line shaft diameters shall be used.

(d) The normal shaft horsepower of a steamship driven by reciprocating engines shall be the product of the indicated horsepower assigned by the engine builders for continuous service and the guaranteed mechanical efficiency.

§ 302.46 *Modification or supplementation of formulae.* The formulae set forth in §§ 301.16 and 301.17 of this chapter may be modified or supplemented by such other modifications or formulae or formulae as may be adopted from time to time hereafter. [General Order No. 10, approved May 14, 1942; 7 F.R. 3679]

§ 302.50 *Uniform time charter for requisitioned and other dry cargo vessels.* (a) Time charters entered into by the United States of America, acting by and through the Administrator, War Shipping Administration, for dry cargo vessels included in §§ 301.3 to 301.7 of this chapter, shall consist of two parts, designated, respectively, Part I and Part II.

(b) The form of Part I for dry cargo vessels requisitioned or chartered in lieu of requisition shall be as follows:

(c) The uniform terms and conditions designated Part II applicable to all dry cargo vessels time chartered by the War Shipping Administration, which shall be incorporated by reference in and need not be attached to Part I of the Charter, shall be as follows:

Form No. 101
5/16/42

Contract No. _____

WAR SHIPPING ADMINISTRATION

Warshiptime

REQUISITION TIME CHARTER FOR DRY CARGO VESSEL

Part I

Time Charter as of _____

1942, between _____

Address _____

OWNER of the good steel SS/MS _____

_____ (herein called the "Vessel"), with hull, machinery and equipment in a thoroughly efficient state, as far as the exercise of due diligence can make her so, and United States of America, Charterer:

Vessel's particulars are as follows:

Deadweight capacity for cargo, fresh water and stores about _____ tons (2,240 lbs.), including Permanent Bunkers for fuel _____ tons/barrels on mean draft (_____ Normal Summer Freeboard) _____ feet _____ inches.
Classed _____
Bale capacity in cubic feet, about _____
Speed about _____ knots fully laden under good weather conditions _____
Consumption best grade fuel per 24 hours about _____ tons/barrels.
Maximum lifts for all derricks _____ tons.

Owner agrees to let and Charterer agrees to hire the Vessel, from time of delivery for trading subject to the following terms:

Part I

A. Period of charter: From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President May 27, 1941: *Provided*, That after September 1, 1942 either party may sooner terminate this Charter (the Vessel to be redelivered as hereinafter provided) upon not less than 30 days' written or telegraphic notice.

B. Trading limits: World-wide.

C. Rate: *Option I.* A basic rate of \$ _____ per deadweight ton per month computed in accordance with the Charterer's General Order No. 8, together with any appropriate adjustments or premiums in accordance with such General Order, which full rate shall be subject to revision not more often than once in every 120 days as in paragraph D below provided; or

Option II. 75 per centum of the full rate payable in accordance with Option I above and such further sum, if any, adjudicated to be necessary to make up just compensation for the use of the Vessel and the services required in connection therewith under the terms of this Charter, pursuant to the provisions of Section 902 of the Merchant Marine Act, 1936, as amended.

D. Rate revision (*Option I* only): At any time after September 1, 1942, but not more often than once every 120 days, either party may request a redetermination of the rate of charter hire upon 30 days' written or telegraphic notice to the other. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined or agreed upon within such 30-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 30-day period, and charter hire for the balance of the period of this Charter shall be just compensation within the meaning of Section 902 of the Merchant Marine Act, 1936, as amended, and shall be established and paid as therein provided. In such latter event, the use of the Vessel, if not theretofore requisitioned, shall be deemed to have been requisitioned pursuant to Section 902 as of noon (EWT) of the day after the end of such 30-day period. This paragraph shall not operate so as to terminate the period of or otherwise modify the provisions of this Charter, notwithstanding any such modifications, adjustments, or terminations of the charter hire provisions of this Charter by operation of this paragraph.

E. War Risk Insurance Valuation: *Option I.* The sum of \$ _____ per deadweight ton computed in accordance with General Order No. 9 of the Charterer together with any premiums or adjustments, or any assumption of war risk, general average, collision or salvage risks or liabilities as may be provided for in

¹ Sea speed.

said General Order and which are applicable to the Vessel by the Terms of said General Order: *Provided*, That if said General Order No. 9 does not set forth a formula for ascertaining such valuation, then Option II below shall apply; or

Option II. Just compensation to be determined in accordance with Section 902 of the Merchant Marine Act, 1936, as amended, for any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

F. Port of delivery -----

G. Port of redelivery: Not less favorable to either party than the port of delivery, unless otherwise agreed.

H. Notice of redelivery -----

I. Uniform terms: This Charter consists of this Part I and Part II, the Uniform Time Charter Terms and Conditions for Dry Cargo Vessels, published in the FEDERAL REGISTER of -----, 1942. Unless in this Part I otherwise expressly provided, all of the provisions of said Part II shall be part of this Charter as though fully incorporated herein.

J. Special provisions: 1. Unless the Owner otherwise indicates in the execution hereof, or unless the proviso in War Risk Insurance Valuation Option I applies to the Vessel which will be indicated if the sum in said Option I is written "\$ none", Rate Option I and War Risk Insurance Valuation Option I shall apply and in such event, in consideration of the compensation provided and the other obligations assumed by the Charterer hereunder, the Owner accepts this Charter in full satisfaction of any and all claims he has or may have against the Charterer arising out of the requisition of the Vessel and accepts the compensation herein provided for as the compensation required by law. If the Owner in the execution hereof elects Rate Option I and War Risk Insurance Valuation Option II, then the Owner shall accept this Charter and such hire in full satisfaction of any and all claims he has or may have against the Charterer arising out of the requisition of the Vessel and as the compensation required by law except as to any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

2. In witness whereof, the parties hereto have executed this Agreement in triplicate the day and year first above written, and the Owner has elected Rate Option and War Risk Insurance Valuation Option.

As to execution for OWNER

By -----
UNITED STATES OF AMERICA,
By E. S. LAND, Administrator,
War Shipping Administration.
By -----
For the Administrator.

Attest:

or if not incorporated.
In the presence of:

Witness

and

Witness

I, -----, certify that I am the duly chosen, qualified, and acting Secretary of -----, a party to this Agreement, and, as such, I am

the custodian of its official records and the minute books of its governing body; that ----- who signed this Agreement on behalf of said corporation, was then the duly qualified ----- of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL] ----- Secretary.

3. The uniform terms and conditions designated Part II applicable to all dry cargo vessels time chartered by the War Shipping Administration, which shall be incorporated by reference in and need not be attached to Part I of the Charter, shall be as follows:

Form No. 101
Warship time
5/16/42

WAR SHIPPING ADMINISTRATION

Uniform Time Charter Terms and Conditions for Dry Cargo Vessels

(Part II)

CLAUSE 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such safe ready dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery shall be ready to receive cargo with clean-swept holds and, as far as due diligence can make her so, tight, staunch, strong, and in every way fitted for service, having water ballast, winches, and power sufficient to run all the winches at one and the same time and a Master and a full complement of officers and crew for a vessel of her tonnage, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter. The Vessel shall be employed in carrying passengers (to the extent permitted by law and available accommodations) and lawful merchandise, including petroleum or its products in proper containers, in lawful trades between safe ports or places within the trading limits of this Charter, as the Charterer or its agents shall direct.

CLAUSE 2. The whole reach and burthen of the Vessel's holds, decks and usual places of loading (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal, reserving only space proper and sufficient in the opinion of the Master for Vessel's officers and crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores, and fuel.

CLAUSE 3. The Charterer shall (except as otherwise expressly provided herein) pay hire for the use of the Vessel at the rate provided in Part I per calendar month or pro rata for any portion thereof, beginning with the time of her delivery, and continuing until the time of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owner at the port of redelivery, unless the parties hereto otherwise agree, or if the Vessel shall be lost, until the time of her loss, if known, otherwise to the time last heard from; or in the case of a constructive total loss to the time of the casualty resulting in such constructive total loss, except that where two or more successive casualties contribute to such loss, the time of the casualty last occurring shall be the time when hire ceases. Redelivery shall not be made until completion of repairs of any damage arising from causes specified in Clause 4 (1), and full hire shall continue until completion of such repairs, except to the extent that

loss of time is caused by failure of the Owner to exercise due diligence to have such repairs effected promptly and to prevent loss of time. The hire provided for in this Charter and all other monies accruing in any month in favor of the Owner shall be due and payable on the first day of each calendar month for the preceding month or portion thereof. Unless otherwise provided, the Charterer shall give the Owner written or telegraphic notice of the Vessel's expected date and port of redelivery as provided in Part I.

Cash for any expenses which are for the Owner's account under this Charter may be advanced by the Charterer or its agents, and the Owner shall reimburse or secure the Charterer for such advances, or, at the Charterer's election, the equivalent thereof shall be deducted from the hire. The Charterer shall not, however, be responsible for the application of such advances.

If, pursuant to any applicable laws of the United States or any agreements entered into pursuant thereto, the Owner is required because of the operation of the Vessel as required under this Charter to make any payment to the United States by way of reimbursement of construction differential subsidy or payment of additional interest, then the Charterer shall pay to the Owner any amount so paid, in addition to the hire payable under this Charter.

CLAUSE 4. Payment of hire hereunder shall be reduced one-half to the extent that time is lost to the Charterer:

(a) If the Vessel is prevented, in whole or in part, from working because of a deficiency of men or stores while the Vessel is in the continental United States excluding Alaska, or because of breakdown of machinery, collision, stranding, or fire or other accident or damage to the Vessel; or

(b) Because of breach of orders or neglect of duty by the Master, officers or crew: *Provided, however*, That, except to the extent that loss of time is caused by the failure of the Owner to exercise due diligence to keep the Vessel working and to prevent loss of time, payment of hire shall not be reduced because of:

(i) The happening of any event listed in (a) above caused by the fault of the Charterer or caused or contributed to by war or warlike acts, sailing in convoy, operating (contrary to peacetime custom) without lights or pilots, navigating or mooring in (contrary to peacetime custom) unlighted, unbuoyed, or overcrowded waters, excessive usage (because of war or warlike conditions) of machinery or equipment, navigating (contrary to peacetime custom) under the direction of naval, military, coast guard or other governmental authorities, discharging alongside ships or into ships, or ice if loss of time due to ice damage does not result from wilful negligence or default of the Owner, Master, officers or crew; or

(ii) Time lost (when the Vessel needs repairs necessary to her working) (1) due to lack of available repair facilities in a port outside the continental United States excluding Alaska, or (2) due to the Vessel's having to leave a port outside the continental United States excluding Alaska to go to another port for such repairs when the facilities for such repairs at the port so left would not have been available in the time required to proceed to and return from such other port: *Provided*, That this clause (ii) shall not affect any other provisions in this Charter as to the reduction of hire while repairs are in progress.

The cost of fuel and water consumed while hire is reduced hereunder, as well as all port charges, pilotages, and other expenses for the Charterer's account (except those for wages and bonuses provided for in Clause 7 and the war risk and extra marine insurance provided for in Clause 20) incurred during

such period and consequent upon the putting into any port or place other than that to which the Vessel is bound, shall be borne by the Owner; but should the Vessel be delayed or driven into port or to anchorage by stress of weather or on account of accident to or other consideration for her cargo, such delay, departure, or loss of time, shall be for Charterer's account. Cleaning of boilers and overhauling of machinery whenever possible shall be done during service, but if impossible and without limiting other provisions of this Clause, the Charterer shall give the Owner forty-eight hours in any two months for such work, which, at Charterer's option, may be given in one period of forty-eight consecutive hours; should the Vessel be further detained by reason of such cleaning of boilers or overhauling of machinery, hire shall be reduced one-half for the time lost by such further detention. Credit shall be given to the Charterer for any expenses set forth in Clause 6 which are saved by the Owner during any loss of time for which no reduction of hire is provided.

CLAUSE 5. The deadweight capacity and the speed of the Vessel, as stipulated in this Charter, are representations by the Owner and shall not be binding upon the Charterer, and in the event that the Vessel's deadweight capacity or her speed (the speed to be determined according to the Charterer's General Order No. 10) shall not be in accord with either or both of such representations, the hire shall be equitably adjusted to be appropriate for the Vessel with her speed as thus determined and for the Vessel's actual deadweight capacity to the extent that the hire is computed on speed or deadweight capacity; this Charter otherwise to remain unaffected. This Clause shall not require a reduction of hire where the rate applicable to the Vessel is based on minimum speed standards adopted by the Charterer.

Also, if the War Risk valuation as stipulated in this Charter is based on the deadweight tonnage of the Vessel stipulated and if the Vessel's deadweight shall not be as stipulated, the War Risk valuation shall be adjusted to conform with the Vessel's actual deadweight to the extent that such valuation is computed upon the Vessel's deadweight capacity; this Charter to remain otherwise unaffected.

CLAUSE 6. The Owner shall provide and pay for: All provisions; all galley, cabin, deck and engine room stores; fuel for cooking; wages of, and consular, shipping and discharging fees and other expenses pertaining to, the Master, officers and crew (except as herein otherwise provided); 25 per cent of all fresh water used by the Vessel if a steamer, or 75 per cent if a motorship, all water ballast; and insurance (except as herein otherwise provided) on the Vessel, and maintain her class. Fumigations ordered because of illness of the crew shall be for the Owner's account.

CLAUSE 7. The Charterer shall reimburse the Owner for its actual out-of-pocket expenses, including all taxes with respect thereto for which the Owner is responsible, for (a) any war bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder and extra wages arising out of the nature of any cargo carried hereunder, where such bonuses and extra wages are payable by the Owner to the Master, officers or crew in accordance with ship's Articles or the Owner's collective bargaining agreements or decisions of the Maritime War Emergency Board, (b) all wages and bonuses of any extra officers and men beyond the Vessel's normal complement, who are required to be employed because of the Vessel's service under this Charter, or to provide for any persons carried at the request of the United States of America or addi-

tional watchmen or other personnel employed upon the order or request of any governmental authority, and (c) required payments for or in lieu of returning the officers and crews to nearest port of signing off under the Articles (and wages during such period) necessarily incurred to make the Vessel sooner available to the Charterer under this Charter pursuant to specific orders of the Charterer.

The Charterer shall pay the Owner at the rate of \$1.50 per day per person for victualing any persons carried at the request of the United States of America and \$1.00 per day per person for victualing any extra complement required, as above provided. If however, the number of persons so carried and the extra complement exceeds 20, the Charterer shall reimburse the Owner for the reasonable cost of such victualing.

CLAUSE 8. The Charterer shall (except as herein otherwise provided) provide and pay for: All fuel (except for cooking); 75 per cent of all fresh water (except water ballast) if the Vessel is a steamer, or 25 per cent if a motorship; all port charges, pilotages, light, dock, canal and other dues, stevedoring, agencies, commissions, reasonable ballast (except water ballast) and the cost of loading and discharging it; tug assistance and boating where incurred for the Charterer's business; taxes of foreign countries or public authorities thereof payable by the Owner to the extent levied on or measured by the freights of the Vessel; and all other charges and expenses whatsoever except those which, by the terms of this Charter, are expressly payable by the Owner. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter shall be for the Charterer's account.

CLAUSE 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards already aboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage. The Charterer shall make good any damage to or shortage of shifting boards which are on board at delivery.

CLAUSE 10. The Charterer shall pay for 75 per cent, if a steamer, or 25 per cent if a motorship, of all fresh water in the Vessel's service tanks, and for all fuel in the Vessel's bunkers, upon delivery, and the Owner shall pay for 75 per cent if a steamer, or 25 per cent if a motorship, of all fresh water in the Vessel's service tanks, and for all fuel in the Vessel's bunkers on redelivery, at current market prices of the ports of delivery and redelivery respectively.

CLAUSE 11. The Charterer shall be at liberty to install any equipment or defensive armament (including demagnetization by installed equipment or other process, e. g. degaussing, wiping or deperring) and make alterations and additions to quarters and equipment incident to the service in which the Vessel is to be used, and to install any additional gear or equipment for loading or discharging cargo beyond that on board at the beginning of this Charter. Such work shall be done at the Charterer's expense and on its time, and shall not be such as to affect the seaworthiness of the safety of the crew, or as to be in contravention of any applicable law of the United States or regulation made pursuant thereto. Such equipment, materials, and gear so fitted are to be considered Charterer's property; and the Charterer shall remove the same at its expense before redelivery, and shall restore the Vessel to her condition prior to such changes (ordinary wear and tear excepted).

CLAUSE 12. The Owner agrees at its expense to drydock the vessel, to clean and paint her bottom, at intervals of about every eight

months and not less often than once every twelve months, unless the Charterer otherwise agrees, and, when due, the Charterer agrees to send the Vessel to a port where she can so drydock and paint. In case of drydocking pursuant to this clause at a port where the Vessel is sent by the Charterer on its business, hire shall be suspended from the time the Vessel receives free pratique on arrival, if without cargo, or on completion of discharge of cargo, if she arrives loaded, until the Vessel is again ready for service. If the Owner sends the Vessel to a port (other than one designated by the Charterer) for such drydocking, hire shall be suspended from the time of the Vessel's arrival there at the sea buoy inbound until her departure from the sea buoy outbound. Hire shall not be suspended in either case for any time lost by the Vessel because of unavailability of drydock resulting from causes beyond the control of the Owner. All towage, pilotage, and other expenses incidental to the drydocking, and all port charges incurred and fuel and water consumed (to the extent such fresh water is to be provided or paid for by the Charterer) while hire is suspended as provided in this Clause, shall be for the Owner's account.

CLAUSE 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master shall keep a full and correct log of the voyage or voyages, which shall be patent to the Charterer or its Agents, and furnish the Charterer or its Agents, when required, with a true copy of daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

CLAUSE 14. Subject always to the directions of the Charterer, the Master shall prosecute his voyages with the utmost dispatch and shall render all customary assistance with Ship's crew and boats; and shall use due diligence in caring for and ventilating the cargo. The Master (although appointed by the Owner) shall be under the orders and directions of the Charterer as regards employment, agency, and prosecution of the voyages; and the Charterer shall load, stow, trim and discharge the cargo at its expense under the supervision of the Master, who is to sign bills of lading for cargo as presented, in conformity with Mate's or Tally Clerk's receipts. Bills of Lading are to be signed at any rate of freight that Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Charterer or its agents (including the Master) signing bills of lading or other documents inconsistent with this Charter, or from any irregularities in papers supplied by the Charterer or its agents.

CLAUSE 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its Agents may direct, provided that the Vessel can safely lie afloat at any time of tide.

CLAUSE 16. The Owner shall provide and maintain gear for all derricks, which gear shall be capable of handling lifts up to the weight set forth in Part I of this Charter, but heavier lifts shall be at the Charterer's expense and responsibility. The Owner shall maintain the gear of the ship as fitted, and shall also provide ropes, falls and blocks. The Owner shall also provide on the Vessel lanterns and oil for night work, and give the use of electric lights when the Vessel is so fitted. The Charterer shall have the use of any gear on board the Vessel, including slings.

CLAUSE 17. The Vessel shall work night and day, if required by the Charterer, and all winches to be at the Charterer's disposal during loading and discharging. Shore

winchmen, where necessary, shall be provided and paid by the Charterer. In the event of a disabled winch or winches or insufficient power to operate winches unless resulting from causes specified under Clause 4 (1) hereof, the Owner shall pay for a shore engine, or engines, in lieu thereof, if required, and hire shall be reduced one-half for any resulting loss of time. Any and all overtime or additional compensation based upon the nature of the work done, whether in port or at sea, payable to the Vessel's personnel, by reason of the Charterer's orders or operations, shall be paid by the Charterer at rates stated in the Vessel's Articles or collective bargaining agreements or decisions of the Maritime War Emergency Board.

CLAUSE 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(1) *Clause Paramount.* This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.

(ii) *Both-to-blame collision clause.* If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

(iii) *General average clause.* General average shall be adjusted, stated, and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the gen-

eral average and refunds or credit balances, if any, shall be paid in United States money.

(iv) *Amended "Jason" Clause.* In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salving ship or ships belong to strangers.

(v) *War Clauses.* In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation.

The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage.

The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the carrier shall have the right to withhold delivery of, respit to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or executed from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges as incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

This Charter shall also be subject to the provisions of (ii), (iii) and (iv) of this Clause 18.

CLAUSE 19. The Vessel, her Master and Owner, shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from: Any act, neglect, default or baratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the Owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing, insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defects in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: Act of God, act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this clause shall diminish its obligations for hire under the other provisions of this Charter.

CLAUSE 20. Unless otherwise mutually arranged, at all times during the currency of this Charter the Charterer shall provide and pay for or assume: (1) insurance on the Vessel, under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration, which shall include malicious damage, sabotage, strikes, riots and civil commotion. Insured for and valued at the amount set forth in Part I which insurance shall be made payable to the persons entitled thereto; (ii) all war risk insurance, as required, on the lives of or for injuries to officers and crew and loss of or damage to their personal effects, including sextants of deck officers, on leased equipment aboard for which the Owner is responsible

to the extent not otherwise covered hereunder, on slop chests, on the actual value of the Vessel's unused consumable stores and on cash carried on board but not in excess of \$5,000 unless otherwise agreed; and (iii) war risk protection and indemnity insurance, for the benefit of the Owner and the Charterer as their interests may appear, including Owner's liabilities to officers and crew until repatriated.

The Charterer shall reimburse the Owner for (or, if the Owner is a self-insurer, pay the equivalent of) the actual extra cost of marine insurance occasioned by the Vessel's trading beyond the full limits of Institute Warranties in effect on the effective date of the marine insurance carried on the Vessel at the time of her delivery, or after the date of any renewal of such insurance occurring during the term or extended term of this Charter, beyond such limits, as revised, in effect on the date of any such renewal: *Provided*, That, if the Owner is a self-insurer, such limits shall be deemed to be those in effect on the date of the Vessel's delivery, and if the term or extended term of this Charter shall be for more than one year, such limits, as revised, shall be deemed to be those in effect on each anniversary date of the Vessel's delivery hereunder. Unless otherwise mutually agreed, the foregoing reference to Institute Warranties shall be deemed to mean "American Institute Trade Warranties".

In the event of loss, damage or expense to the Vessel caused by ice which would be recoverable under the terms of a full American Hull form of insurance policy but which is excluded from such policy by the provisions of American Institute Trade Warranties, such loss, damage or expense shall be made good by the Charterer, but in no event shall the Charterer's liability in this respect exceed the amount of the deductible average stated therein with respect to any one voyage.

Except as to risks or liabilities assumed, insured or indemnified against by the Charterer pursuant to this Charter, unless otherwise agreed, the Owner shall assume or insure against all other risks or liabilities of whatever nature including without limitation those of a Marine Hull and P. and I. nature and such Hull and P. and I. coverage shall also protect the interests of the Charterer to the extent of the liability it would have if it were the owner of the Vessel.

CLAUSE 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer after deducting Master's, officers' and crew's share, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys.

CLAUSE 22. General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Owner's agents who shall be satisfactory to the Charterer and shall be entitled to receive the usual charges and commissions.

CLAUSE 23. If the Charterer shall notify the Owner that the employment or the continued employment of the Master, any officer, or any member of the crew is prejudicial to the interests of the United States of America in the prosecution of the war, the Owner shall make any changes necessary in the appointments.

If the Charterer shall have reason to be dissatisfied with the conduct of the Master, officers, or any member of the crew, the Owner shall on receiving particulars of the

complaint, investigate and make any changes necessary in the appointments.

CLAUSE 24. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force.

CLAUSE 25. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

CLAUSE 26. Penalty for nonperformance of this contract shall be proved damages.

CLAUSE 27. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 28. The Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned.

CLAUSE 29. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions, and if by reason of or in compliance with any such orders or directions anything is done or is not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel: *Provided, however*, That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel hereunder, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the Government of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained: *Provided further, however*, That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including the Charterer, the Owner, the Vessel, her crew and cargo.

CLAUSE 30. The Charterer shall indemnify and hold harmless the Owner, the Master and the Vessel from all consequences and liabilities whatsoever, to the extent not recoverable under the terms of customary hull and P. & I. insurance, arising from compliance with any orders or directions of the Charterer, its agents, representatives or employees, unless properly chargeable to the Owner under this Charter. The Owner shall, as far as may be practicable, keep the Charterer currently informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

CLAUSE 31. The Charterer (except as to matters affecting only the stability of the Vessel) shall be exclusively responsible for proper loading, stowage and discharge of goods of an inflammable, explosive or dangerous nature, and shall comply with all applicable regulations and furnish any necessary fittings.

CLAUSE 32. Unless otherwise provided herein or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at

the address provided in Part I and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

CLAUSE 33. No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909.

CLAUSE 34. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

[General Order No. 11, approved May 14, 1942. 7 F.R. 3674]

§ 302.55 *Requisition time charter for tank vessels.* (a) Time charters entered into by the United States of America, acting by and through the Administrator, War Shipping Administration, for tank vessels included in General Order No. 8, Supplement No. 1, shall consist of two parts, designated respectively, Part I and Part II.

(b) The form of Part I for tank vessels requisitioned or chartered in lieu of requisition shall be as follows:

Contract No.
Form No. 102
Warshipolltime
5/22/42
Part I

WAR SHIPPING ADMINISTRATION

REQUISITION TIME CHARTER FOR TANK VESSEL

Time Charter as of 194...
between
Address
owner of the good ES/MS
..... (herein called the "Vessel"),
with hull, machinery and equipment in a thoroughly efficient state, as far as the exercise of due diligence can make her so, and United States of America, Charterer, particulars as follows:
Deadweight capacity for cargo, fresh water and stores about tons (2240 lbs.), including Permanent Bunkers for fuel tons/barrels, on mean draft (Assigned Summer Freeboard, 1930 Convention) feet inches; classed; speed about knots fully laden under good weather conditions; consumption per 24 hours about tons/barrels; bulk cargo capacity (less 2% for expansion and excluding permanent bunkers); discharge capacity all pumps per hour tons barrels; tanks coiled; last two successive cargoes; Panama Canal transit highest grade products under current regulations; constructed and equipped Suez Canal transit with crude petroleum or products in bulk.

Owner agrees to let and Charterer agrees to hire the Vessel, from time of delivery for trading subject to the following terms:

Part I

A. Period of Charter: From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President May 27, 1941: *Provided*, That after September 1, 1942 either party may sooner terminate this Charter (the Vessel to be redelivered as hereinafter provided) upon not less than 30 days' written or telegraphic notice.

B. Trading limits: World-wide.

C. Rate: *Option I*—A basic rate of \$_____ per deadweight ton per month computed in accordance with the Charterer's General Order No. 8, Supplement No. 1, together with any appropriate adjustments or premiums in accordance with such Supplement No. 1 to General Order No. 8, which full rate shall be subject to revision not more often than once in every 120 days as in paragraph D below provided; or

Option II—75 per centum of the full rate payable in accordance with *Option I* above and such further sum, if any, adjudicated to be necessary to make up just compensation for the use of the Vessel, and the services required in connection therewith under the terms of this Charter, pursuant to the provisions of Section 902 of the Merchant Marine Act, 1936, as amended.

D. Rate revision (*Option I* only): At any time after September 1, 1942, but not more often than once every 120 days, either party may request a redetermination of the rate of charter hire upon 30 days' written or telegraphic notice to the other. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined or agreed upon within such 30-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 30-day period, and charter hire for the balance of the period of this Charter shall be just compensation within the meaning of section 902 of the Merchant Marine Act, 1936, as amended, and shall be established and paid as therein provided. In such latter event, the use of the Vessel, if not theretofore requisitioned, shall be deemed to have been requisitioned pursuant to Section 902 as of noon (EWT) of the day after the end of such 30-day period. This paragraph shall not operate so as to terminate the period of or otherwise modify the provisions of this Charter, notwithstanding any such modifications, adjustments, or terminations of the charter hire provisions of this Charter by operation of this paragraph.

E. War risk insurance valuation: *Option I*—The sum of \$_____ per deadweight ton computed in accordance with General Order No. 9 of the Charterer together with any premiums or adjustments, or any assumption of war risk, general average, collision or salvage risks or liabilities as may be provided for in said General Order and which are applicable to the Vessel by the terms of said General Order: *Provided*, That if said General Order No. 9 does not set forth a formula for ascertaining such valuation, then *Option II* below shall apply unless otherwise agreed in the Special Provisions hereinbelow; or

Option II—Just compensation to be determined in accordance with Section 902 of the Merchant Marine Act, 1936, as amended, for any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

F. Port of delivery:
G. Port of redelivery: Not less favorable to either party than the port of delivery, unless otherwise agreed.

H. Notice of redelivery:
I. Uniform terms: This Charter consists of this Part I and Part II, the Uniform Time Charter Terms and Conditions for Tank Vessels, published in the FEDERAL REGISTER of August 19, 1942. Unless in this Part I otherwise expressly provided, all of the provisions of said Part II shall be part of this Charter as though fully incorporated herein.

J. Special provisions: 1. Unless the Owner otherwise indicates in the execution hereof, or unless the proviso in War Risk Insurance Valuation *Option I* applies to the Vessel which will be indicated if the sum in said *Option I* is written "\$none", Rate *Option I* and War Risk Insurance Valuation *Option I* shall apply and in such event, in consideration of the compensation provided and the other obligations assumed by the Charterer hereunder, the Owner accepts this Charter in full satisfaction of any and all claims he has or may have against the Charterer arising out of the requisition of the Vessel and accepts the compensation herein provided for as the compensation required by law. If the Owner in the execution hereof elects Rate *Option I* and War Risk Insurance Valuation *Option II*, then the Owner shall accept this Charter and such hire in full satisfaction of any and all claims he has or may have against the Charterer arising out of the requisition of the Vessel and as the compensation required by law except as to any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

2. (a) If at the time of requisition the vessel had cargo on board, then Charter hire for the Vessel's first voyage shall be adjusted on such fair and equitable accounting basis as the Charterer shall determine.

(b) If redelivery is made at a port that is more favorable to the Owner than the Owner shall make the Charterer a proper allowance of any savings to the Owner thereby; If the port of redelivery is less favorable to the Owner, then the Charterer shall pay the Owner a proper allowance to cover the additional cost required to put the Owner in the same position as if the Vessel had been redelivered at the port of original delivery.

In witness whereof, the parties hereto have executed this Agreement in triplicate the day and year first above written, and the Owner has elected Rate *Option* and War Risk Insurance Valuation *Option*

By _____
UNITED STATES OF AMERICA
By E. S. LAND, Administrator,
War Shipping Administration.

By _____
For the Administrator,
As to execution for OWNER.

ATTEST:
_____ or if not incorporated
In the presence of:

_____ Witness
and _____

_____ Witness

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Agreement on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.
[CORPORATE SEAL] _____ Secretary.

3. The uniform terms and conditions designated Part II Applicable to all tank vessels time chartered by the War Shipping Administration, which shall be incorporated by

reference in and need not be attached to Part I of the Charter, shall be as follows:

Amendment to § 302.55 (Warshipovertime)

The provisions of clause 4 of time charter 102 (Warshipovertime) Sec. 302.55, 7 F.R. 4588, shall not be construed to require any reduction of hire to the extent that time lost thereunder does not exceed six (6) hours in any one period; provided that the owner shall, at all times during such period, employ the utmost dispatch and diligence to remedy the deficiency of the vessel. [General Order No. 11, Supp. 1-B, approved August 12, 1942, 7 F.R. 6394]

§ 302.56 Uniform time charter terms and conditions for tank vessels.

Form No. 102
Warshipovertime
5/22/42

WAR SHIPPING ADMINISTRATION
UNIFORM TIME CHARTER TERMS AND CONDITIONS FOR TANK VESSELS (PART II)

CLAUSE 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such safe ready dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery shall be ready to receive cargo and, as far as due diligence can make her so, tight, staunch, strong, and with pipe lines and pumps in good working condition, and in every way fitted for service, with a Master and sufficient complement of officers and crew for a vessel of her tonnage and character, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter. The Vessel shall be employed in carrying lawful merchandise, subject to the further provisions of this Charter, in lawful trades between safe ports or places within the trading limits of this Charter, as the Charterer or its agents shall direct.

CLAUSE 2. The whole reach and burthen of the Vessel's holds, decks, and usual places of loading (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal, reserving only space proper and sufficient in the opinion of the Master for the Vessel's officers and crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores and fuel. The Charterer shall have the option of shipping lawful merchandise in cases, cans or other packages in the Vessel's forehold, 'tween decks or other suitable space available, subject, however, to the Master's approval as to kind, character, amount and stowage, and to the extent that the Owner is not required thereby to obtain a certificate of convenience and necessity therefor under the Transportation Act of 1940. All expenses for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer, but the Owner is not to provide any equipment not already on board for handling such cargo, and such merchandise shall be shipped at the shipper's risk and peril.

CLAUSE 3. The Charterer shall (except as otherwise expressly provided herein) pay hire for the use of the Vessel at the rate provided in Part I per calendar month or pro rata for any portion thereof, beginning with the time of her delivery, and continuing until the time of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owner at the port of redelivery, unless the parties hereto otherwise agree, or if the Vessel shall be lost, until the time of her loss, if known, otherwise to the time last heard from; or in the case of a constructive total loss to the time of the casualty

resulting in such constructive total loss, except that where two or more successive casualties contribute to such loss, the time of the casualty last occurring shall be the time when hire ceases. Redelivery shall not be made until completion of repairs of any damage arising from causes specified in Clause 4 (1), and full hire shall continue until completion of such repairs, except to the extent that loss of time is caused by failure of the Owner to exercise due diligence to have such repairs effected promptly and to prevent loss of time. The hire provided for in this Charter and all other monies accruing in any month in favor of the Owner shall be due and payable on the first day of each calendar month for the preceding month or portion thereof. Unless otherwise provided, the Charterer shall give the Owner written or telegraphic notice of the Vessel's expected date and port of redelivery as provided in Part I.

Cash for any expenses which are for the Owner's account under this Charter may be advanced by the Charterer or its agents, and the Owner shall reimburse or secure the Charterer for such advances, or, at the Charterer's election, the equivalent thereof shall be deducted from the hire. The Charterer shall not, however, be responsible for the application of such advances.

If, pursuant to any applicable laws of the United States or any agreements entered into pursuant thereto, the Owner is required because of the operation of the Vessel as required under this Charter to make any payment to the United States by way of reimbursement of construction differential subsidy or payment of additional interest, then the Charterer shall pay to the Owner any amount so paid, in addition to the hire payable under this Charter.

CLAUSE 4. Payment of hire hereunder shall be reduced one-half to the extent that time is lost to the Charterer:

(a) If the Vessel is prevented, in whole or in part, from working because of a deficiency of men or stores while the Vessel is in the continental United States excluding Alaska, or because of breakdown of machinery, collision, stranding, or fire or other accident or damage to the Vessel; or

(b) Because of breach of orders or neglect of duty by the Master, officers or crew;

Provided, however, That, except to the extent that loss of time is caused by the failure of the Owner to exercise due diligence to keep the Vessel working and to prevent loss of time, payment of hire shall not be reduced because of:

(1) The happening of any event listed in (a) above cause by the fault of the Charterer or caused or contributed to by war or warlike acts, sailing in convoy, operating (contrary to peacetime custom) without lights or pilots, navigating or mooring in (contrary to peacetime custom) unlighted, unbuoyed, or overcrowded waters, excessive usage (because of war or warlike conditions) of machinery or equipment, navigating (contrary to peacetime custom) under the direction of naval, military, coast guard or other governmental authorities, discharging alongside ships or into ships, or ice if loss of time due to ice damage does not result from wilful negligence or default of the Owner, Master, officers or crew; or

(ii) Time lost (when the Vessel needs repairs necessary to her working) (1) due to lack of available repair facilities in a port outside the continental United States excluding Alaska, or (2) due to the Vessel's having to leave a port outside the continental United States excluding Alaska to go to another port for such repairs when the facilities for such repairs at the port so left would not have been available in the time required to proceed to

and return from such other port: *Provided*, That this clause (ii) shall not affect any other provisions in this Charter as to the reduction of hire while repairs are in progress.

The cost of fuel and water consumed while hire is reduced hereunder, as well as all port charges, pilotages, and other expenses for the Charterer's account (except those for wages and bonuses provided for in Clause 7 and the war risk and extra marine insurance provided for in Clause 20) incurred during such period and consequent upon the putting into any port or place other than that to which the Vessel is bound, shall be borne by the Owner; but should the Vessel be delayed or driven into port or to anchorage by stress of weather or on account of accident to or other consideration for her cargo, such delay, departure, or loss of time, shall be for Charterer's account. Cleaning of boilers and overhauling of machinery whenever possible shall be done during service, but if impossible and without limiting other provisions of this Clause, the Charterer shall give the Owner forty-eight hours in any two months for such work, which, at Charterer's option, may be given in one period of forty-eight consecutive hours, should the Vessel be further detained by reason of such cleaning of boilers or overhauling of machinery, hire shall be reduced one-half for the time lost by such further detention. Credit shall be given to the Charterer for any expenses set forth in Clause 6 which are saved by the Owner during any loss of time for which no reduction of hire is provided.

CLAUSE 5. The deadweight capacity and the speed of the Vessel, as stipulated in this Charter are representations by the Owner and shall not be binding upon the Charterer, and in the event that the Vessel's deadweight capacity or her speed (the speed to be determined according to the Charterer's General Order No. 10) shall not be in accord with either or both of such representations, the hire shall be equitably adjusted to be appropriate for the Vessel with her speed as thus determined and for the Vessel's actual deadweight capacity to the extent that the hire is computed on speed or deadweight capacity; this Charter otherwise to remain unaffected. This Clause shall not require a reduction of hire where the rate applicable to the Vessel is based on minimum speed standards adopted by the Charterer.

Also, if the War Risk valuation as stipulated in this Charter is based on the deadweight tonnage of the Vessel stipulated and if the Vessel's deadweight shall not be as stipulated, the War Risk valuation shall be adjusted to conform with the Vessel's actual deadweight to the extent that such valuation is computed upon the Vessel's deadweight capacity; this Charter to remain otherwise unaffected.

CLAUSE 6. The Owner shall provide and pay for: All provisions; all galley, cabin, deck and engine room stores; fuel for cooking; wages of, and consular, shipping and discharging fees and other expenses pertaining to, the Master, officers and crew (except as herein otherwise provided); 25 per cent of all fresh water used by the Vessel if a steamer, or 75 per cent if a motorship, all water ballast; and insurance (except as herein otherwise provided) on the vessel, and maintain her class. Fumigations ordered because of illness of the crew shall be for the Owner's account.

CLAUSE 7. The Charterer shall reimburse the Owner for its actual out-of-pocket expenses, including all taxes with respect thereto for which the Owner is responsible, for (a) any war bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder and extra wages arising out of the nature of any

cargo carried hereunder, where such bonuses and extra wages are payable by the Owner to the Master, officers or crew in accordance with ship's Articles or the Owner's collective bargaining agreements or decisions of the Maritime War Emergency Board, (b) all wages and bonuses of any extra officers and men beyond the Vessel's normal complement, who are required to be employed because of the Vessel's service under this Charter, or to provide for any persons carried at the request of the United States of America or additional watchmen or other personnel employed upon the order or request of any governmental authority, and (c) required payments for or in lieu of returning the officers and crew to nearest port of signing off under the Articles (and wages during such period) necessarily incurred to make the Vessel sooner available to the Charterer under this Charter pursuant to specific orders of the Charterer.

The Charterer shall pay the Owner at the rate of \$1.50 per day per person for victualing any persons carried at the request of the United States of America and \$1 per day per person for victualing any extra complement required, as above provided. If, however the number of the persons so carried and the extra complement exceeds 20, the Charterer shall reimburse the Owner for the reasonable cost of such victualing.

CLAUSE 8. The Charterer shall (except as herein otherwise provided) provide and pay for: All fuel (except cooking); 75 percent of all fresh water (except water ballast) if the Vessel is a steamer, or 25 percent if a motorship; all port charges, pilotages, light, dock, canal and other dues, expenses of loading and discharging cargoes, agencies, commissions; tug assistance and boating where incurred for the Charterer's business; taxes of foreign countries or public authorities thereof payable by the Owner to the extent levied on or measured by the freights of the Vessel; and all other charges and expenses whatsoever except those which, by the terms of this Charter, are expressly payable by the Owner. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter shall be for the Charterer's account.

CLAUSE 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards already aboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage. The Charterer shall make good any damage to or shortage of shifting boards which are on board at delivery.

CLAUSE 10. The Charterer shall pay for 75 percent, if a steamer, or 25 percent if a motorship, of all fresh water in the Vessel's service tanks, and for all fuel in the Vessel's bunkers, upon delivery, and the Owner shall pay for 75 percent if a steamer, or 25 percent if a motorship, of all fresh water in the Vessel's service tanks, and for all fuel in the Vessel's bunkers on redelivery, at current market prices of the ports of delivery and redelivery respectively.

CLAUSE 11. The Charterer shall be at liberty to install any equipment or defensive armament (including demagnetization by installed equipment or other process, e. g. degaussing, wiping, or deperming) and make alterations and additions to quarters and equipment incident to the service in which the Vessel is to be used, and to install any additional gear or equipment for loading or discharging cargo beyond that on board at the beginning of this Charter. Such work shall be done at Charterer's expense and on its time, and shall not be such as to affect the seaworthiness of the Vessel or the safety

of the crew, or as to be in contravention of any applicable law of the United States or regulation made pursuant thereto. Such equipment, materials, and gear so fitted or previously fitted are to be considered Charterer's property; and the Charterer shall remove the same at its expense before redelivery, and shall restore the Vessel to her condition prior to such changes (ordinary wear and tear excepted); however, heater coils installed by the Charterer shall be purchased by the Owner on redelivery, if then in good working order and condition, at the cost of installation less depreciation (at the rate of 20% per annum) to the time of redelivery.

CLAUSE 12. The Owner agrees at its expense to drydock and paint the Vessel's bottom about every eight months and not less often than once every twelve months unless the Charterer otherwise agrees, and, when due, the Charterer agrees to send the Vessel to a port where she can be cleared of oil and gas, and drydock and paint. In such event the Owner shall always be solely responsible for clearing the Vessel of oil and gas, but the expense and time of such clearing shall be for the Charterer's account if drydocking the Vessel is for the purpose of cleaning and painting the bottom primarily, and for the Owner's account if drydocking is for the purpose of effecting any repairs (except repairs required by causes for which hire is not reduced by the provisions of Clause 4) as well as cleaning and painting bottom. In case of drydocking for cleaning and painting bottom only pursuant to this Clause at a port where the Vessel is sent by the Charterer on its business, hire shall be suspended from the time the Vessel receives free pratique on arrival, if without cargo, or on completion of discharge of cargo, if she arrives loaded, until the Vessel is again ready for service. If the Owner sends the Vessel to a port (other than one designated by the Charterer) for such drydocking, hire shall be suspended from the time of the Vessel's arrival there at the sea buoy inbound until her departure from the sea buoy outbound. Hire shall not be suspended in either case for any time lost by the Vessel because of unavailability of drydock resulting from causes beyond the control of the Owner. All towage, pilotage, and other expenses incidental to the drydocking, and all port charges incurred and fuel and water consumed (to the extent such water is to be provided or paid for by the Charterer) while hire is suspended as provided in this Clause, shall be for the Owner's account.

CLAUSE 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master shall keep a full and correct log of the voyage or voyages, which shall be patent to the Charterer or its Agents, and furnish the Charterer or its Agents, when required, with a true copy of daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

CLAUSE 14. Subject always to the direction of the Charterer, the Master shall prosecute his voyages with the utmost dispatch, use due diligence to care for the cargo, and shall tender all reasonable assistance with the Vessel's crew and equipment. Any overtime of officers and crew as required by the Vessel's articles or collective bargaining agreements or decisions of the Maritime War Emergency Board shall be at the Charterer's expense when incurred at the request of the Charterer or its agents. Bills of lading are to be signed by the Master in the form and at any rate of freight the Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify and hold harmless the Owner, the Master, and the Vessel from all consequences or liabilities that may arise from the Charterer or its agents, or the Master, signing bills of lading or other documents inconsistent with this Charter, or

from any irregularity in papers supplied by the Charterer or its agents, or from complying with its or its agents' orders.

CLAUSE 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its Agents may direct, provided that the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat.

CLAUSE 16. The Owner agrees in so far as practicable (and if the construction of the Vessel permits) that the Vessel will be maintained in such manner as to carry, without admixture, two qualities or descriptions of oil, provided the cargo is properly segregated. Except for such agreement neither the Owner nor the Vessel shall be responsible for any admixture, if more than one quality of oil is shipped nor for leakage, contamination or deterioration in quality of the cargo. No injurious cargoes, including acids that are injurious to the Vessel, are to be shipped, it being understood that gasoline, Ethyl gasoline, benzol, creosote, molasses, and the various vegetable oils, customarily carried in tank vessels, are not to be considered as injurious. Charterer undertakes in case it employs the Vessel to carry any other cargo than petroleum and its products in bulk to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded oil, or to oil after having loaded other cargo. If the Vessel's tanks at the time of delivery are gas free and clean and fit for the transportation of clean products, such as refined petroleum or naphtha, the Vessel is to be redelivered in the same condition as on delivery. Similarly, if her tanks are soiled at the time of delivery the Vessel may be redelivered with tanks in like condition.

CLAUSE 17. No product shall be shipped which falls to meet one or the other of the two following requirements: (1) The vapor pressure at one-hundred degrees Fahrenheit (100° F.) shall not exceed thirteen pounds (13 lbs.) as determined by the A. S. T. M. Method (Reid Method) identified as D-323 current at the time shipment is made. (2) The distillation loss shall not exceed four per cent (4%) and the sum of the distillation loss and the distillate collected in the receiving graduate shall not exceed ten per cent (10%) when the thermometer reads one-hundred twenty-two degrees Fahrenheit (122° F.). NOTE.—The distillation test shall be made by A. S. T. M. Method identified as D-86 current at the time shipment is made. When products other than Naphtha or Gasoline are tested, the distillation loss may be determined by distilling not less than twenty-five per cent (25%) and deducting from one-hundred per cent (100%) the sum of the volumes of the distillate and the residue in the flask (cooled to a temperature of sixty degrees Fahrenheit (60° F.)).

CLAUSE 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(i) *Clause paramount.* This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.

(ii) *Both-to-blame collision clause.* If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods

carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

(iii) *General average clause.* General average shall be adjusted, stated, and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

(iv) *Amended "Jason" clause.* In the event of accident, danger, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salving ship or ships belong to strangers.

(v) *War clauses.* In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at

the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazarette, draft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation.

The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the carrier shall have the right to withhold delivery of, re-ship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

This Charter shall also be subject to the provisions of (ii), (iii) and (iv) of this Clause 18.

CLAUSE 19. The Vessel, her Master and owner, shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from: Any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing, insufficiency or inadequacy of marks; explosion, bursting of boiler,

breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: Act of God, act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers of people, or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this clause shall diminish its obligations for hire under the other provisions of this Charter.

CLAUSE 20. Unless otherwise mutually arranged, at all times during the currency of this Charter the Charterer shall provide and pay for or assume: (i) insurance on the Vessel, under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration, which shall include malicious damage, sabotage, strikes, riots and civil commotion, insured for and valued at the amount set forth in Part I which insurance shall be made payable to the persons entitled thereto; (ii) all war risk insurance, as required, on the lives of or for injuries to officers and crew and loss of or damage to their personal effects, including sextants of deck officers, on leased equipment aboard for which the Owner is responsible to the extent not otherwise covered hereunder, on slop chests, on the actual value of the Vessel's unused consumable stores and on cash carried on board but not in excess of \$5,000 unless otherwise agreed; and (iii) war risk protection and indemnity insurance, for the benefit of the Owner and the Charterer as their interests may appear, including Owner's liabilities to officers and crew until repatriated.

The Charterer shall reimburse the Owner for (or, if the Owner is a self-insurer, pay the equivalent of) the actual extra cost of marine insurance occasioned by the Vessel's trading beyond the full limits of Institute Warranties in effect on the effective date of the marine insurance carried on the Vessel at the time of her delivery, or after the date of any renewal of such insurance occurring during the term or extended term of this Charter, beyond such limits, as revised, in effect on the date of any such renewal: *Provided*, That, if the Owner is a self-insurer, such limits shall be deemed to be those in effect on the date of the Vessel's delivery, and if the term or extended term of this Charter shall be for more than one year, such limits, as revised, shall be deemed to be those in effect on each anniversary date of the Vessel's delivery hereunder. Unless otherwise mutually agreed, the foregoing reference to Institute Warranties shall be deemed to mean "American Institute Trade Warranties".

In the event of loss, damage or expense to the Vessel caused by ice which would be recoverable under the terms of a full American Hull form of insurance policy but which is excluded from such policy by the provisions of American Institute Trade Warranties, such loss, damage or expense shall be made good by the Charterer, but in no event shall the Charterer's liability in this respect exceed the amount of the deductible average stated therein with respect to any one voyage.

Except as to risks or liabilities assumed, insured or indemnified against by the Charterer pursuant to this Charter, unless otherwise agreed, the Owner shall assume or insure against all other risks or liabilities of whatever nature including without limitation those of a Marine Hull and P. and I. nature and such Hull and P. and I. coverage shall also protect the interests of the Charterer to the extent of the liability it would have if it were the owner of the Vessel.

CLAUSE 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer after deducting Master's, officers' and crew's share, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys.

CLAUSE 22. General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Owner's agents who shall be satisfactory to the Charterer and shall be entitled to receive the usual charges and commissions.

CLAUSE 23. If the Charterer shall notify the Owner that the employment or the continued employment of the Master, any officer, or any member of the crew is prejudicial to the interests of the United States of America in the prosecution of the war, the Owner shall make any changes necessary in the appointments.

If the Charterer shall have reason to be dissatisfied with the conduct of the Master, officers, or any member of the crew, the Owner shall on receiving particulars of the complaint, investigate and make any changes necessary in the appointments.

CLAUSE 24. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force.

CLAUSE 25. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

CLAUSE 26. Penalty for nonperformance of this contract shall be proved damages.

CLAUSE 27. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 28. The Charterer shall have lien on the Vessel for all moneys paid in advance and not earned.

CLAUSE 29. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions, and if by reason of or in compliance with any such orders or directions anything is done or is not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel: *Provided, however*, That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel hereunder, the Master shall if practicable, apply to the Charterer or its agents or to a representative

of the Government of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained: *Provided further, however*, That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including the Charterer, the Owner, the Vessel, her crew and cargo.

CLAUSE 30. The Charterer shall indemnify and hold harmless the Owner, the Master and the Vessel from all consequences and liabilities whatsoever to the extent not recoverable under the terms of customary hull and P. & I. insurance, arising from compliance with any orders or directions of the Charterer, its agents, representatives or employees, unless properly chargeable to the Owner under this charter. The Owner shall, as far as may be practicable, keep the charterer currently informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

CLAUSE 31. The Charterer (except as to matters affecting only the stability of the Vessel) shall be exclusively responsible for proper loading, stowage and discharge of ammunition, and shall comply with all applicable regulations and furnish any necessary fittings.

CLAUSE 32. Unless otherwise provided herein or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at the address provided in Part I and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this charter, shall be made or addressed to the Charterer at its office in Washington, District of Columbia.

CLAUSE 33. No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909.

CLAUSE 34. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

[General Order No. 11, Supp. 1, Approved June 15, 1942; 7 F. R. 4588.]

Amendment to Clause 3 of § 302.56 Uniform Time Charter Terms and Conditions for Tank Vessels

If at the time of requisition of any tank vessel under the uniform time charter terms and conditions for tank vessels (Warshipoiltime, Form No. 102) such vessel is equipped with heater coils in good working order and condition for the transportation of dirty products and the coils thereafter become damaged, deteriorated or perforated by reason of the employment of the vessel, pursuant to the direction of the War Shipping Administration, for the transportation of clean petroleum products, Clause 3 of Part II of the terms and conditions of said charter shall be construed to require the War Shipping Administration to restore the heater coils to good working order and condition upon redelivery of the vessel to the Owner. [General Order No. 11, Supp. 1-A, approved August 6, 1942; 7 F.R. 6227]

§ 302.61 *Requisition bareboat charter for cargo and tank vessels.*

(a) Bareboat charters entered into by the United States of America, acting by and through the Administrator, War Shipping Administration, for cargo and tank vessels, shall consist of two parts, designated respectively, Part I and Part II.

(b) The form of Part I for cargo and tank vessels requisitioned or chartered in lieu of requisition shall be as follows:

Form No. 103
5/29/42 Contract No. -----
Warshipdemise
REQUISITION BAREBOAT CHARTER FOR CARGO AND TANK VESSELS

PART I

Bareboat charter as of -----, 1942, between -----
Address -----
Owner of the SS/MS -----, Official No. ----- (herein called the "Vessel"), and United States of America, Charterer:

Owner agrees to let and Charterer agrees to hire the Vessel, from time of delivery for trading subject to the following terms:

PART I

A. Period of Charter: From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President May 27, 1941: *Provided*, That after September 1, 1942 either party may sooner terminate this Charter (the Vessel to be redelivered as hereinafter provided) upon not less than 60 days' written or telegraphic notice.

B. Trading limits: World-wide.

C. Rate: *Option I.* A basic rate of \$----- per deadweight ton per month, subject to adjustment in accordance with any General Order adopted by the Charterer with respect to fair and reasonable maximum rates of charter hire for vessels chartered on a bareboat basis, said adjusted rate being subject to revision not more than once in every 120 days as in paragraph D below provided; or

Option II. 75 per centum of the rate payable in accordance with Option I above and such further sum, if any, adjudicated to be necessary to make up just compensation for the use of the Vessel and the services required in connection therewith under the terms of this Charter, pursuant to the provisions of Section 902 of the Merchant Marine Act, 1936, as amended.

D. Rate revision (Option I only): At any time after September 1, 1942, but not more often than once every 120 days, either party may request a redetermination of the rate of charter hire upon 30 days' written or telegraphic notice to the other. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined or agreed upon within such 30-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 30-day period, and charter hire for the balance of the period of this Charter shall be just compensation within the meaning of Section 902 of the Merchant Marine Act, 1936, as amended, and shall be established and paid as therein provided. In such latter event, the use of the Vessel, if not theretofore requisitioned, shall be deemed to have been requisitioned pursuant to Section 902 as of noon (EWT) of the day after the end of such 30-day period. This paragraph

shall not operate so as to terminate the period of or otherwise modify the provisions of this Charter, notwithstanding any such modifications, adjustments, or terminations of the charter hire provisions of this Charter by operation of this paragraph.

E. Total loss valuation: *Option I.* The sum of \$----- per deadweight ton computed in accordance with General Order No. 9 of the Charterer together with any premiums or adjustments, or any assumption of war risk, general average, collision or salvage risks or liabilities as may be provided for in said General Order and which are applicable to the Vessel by the terms of said General Order: *Provided*, That if said General Order No. 9 does not set forth a formula for ascertaining such valuation, then Option II below shall apply; or

Option II. Just compensation to be determined in accordance with Section 902 of the Merchant Marine Act, 1936, as amended, for any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

F. Port of delivery:

G. Port of redelivery: Not less favorable to either party than the port of delivery, unless otherwise agreed.

H. Notice of redelivery:

I. Uniform terms: This Charter consists of this Part I and Part II, the Uniform Bareboat Charter Terms and Conditions for Cargo and Tank Vessels, published in the Federal Register of -----, 1942. Unless in this Part I otherwise expressly provided all of the provisions of said Part II shall be part of this Charter as though fully incorporated herein.

J. Special provisions: 1. Unless the Owner otherwise indicates in the execution hereof, Rate Option I and Total Loss Valuation Option shall apply and in such event, in consideration of the compensation provided and the other obligations assumed by the Charterer hereunder, the Owner accepts this Charter in full satisfaction of any and all claims he has or may have against the Charterer arising out of the requisition of the Vessel and accepts the compensation herein provided for as the compensation required by law. If the Owner in the execution hereof elects Rate Option I and Total Loss Valuation Option II, then the Owner shall accept this Charter and such hire in full satisfaction of any and all claims he has or may have against the Charterer arising out of the requisition of the Vessel and as the compensation required by law except as to any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

In witness whereof, the parties hereto have executed this Agreement in triplicate the day and year first above written, and the Owner has elected Rate Option ----- and Total Loss Valuation Option -----

By -----
UNITED STATES OF AMERICA,

By E. S. LAND,
Administrator, War Shipping Administration.

By -----
For the Administrator.

As to execution for Owner
Attest:

or if not incorporated
In the presence of:

Witness

and

Witness

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____, a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Agreement on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

Secretary

[CORPORATE SEAL]

3. The uniform terms and conditions designated Part II applicable to all cargo and tank vessels bareboat chartered by the War Shipping Administration, which shall be incorporated by reference in and need not be attached to Part I of the Charter, shall be as follows:

Form No. 103
Warshipdemise
5/29/42

§ 302.62 *Uniform bareboat charter terms and conditions for cargo and tank vessels.*

UNIFORM BAREBOAT CHARTER TERMS AND CONDITIONS FOR CARGO AND TANK VESSELS (PART II)

1. The Vessel shall be delivered to the Charterer in the port of delivery at such safe place as the Charterer may designate. Unless otherwise noted on the delivery receipt or survey report, and subject to the provisions of this Clause 1, the Charterer shall accept the Vessel "as is", in whatever condition she may be at the time of delivery thereof, without any agreement, representation or warranty, expressed or implied, by the Owner as to its physical condition, equipment, seaworthiness, or fitness for any purposes whatsoever, except only that the Owner shall be responsible to make or pay for such repairs and renewals as may be required to remedy latent defects of hull or machinery. The Vessel, unless lost, shall be redelivered by the Charterer to the Owner after she has been restored by the Charterer to the same or equivalent condition as that in which accepted, ordinary wear and tear excepted.

If, at the time of delivery hereunder, the Vessel has outstanding classification requirements or has sustained unrepaired damage of an insurable nature, the cost of repairing such unrepaired damage or of satisfying the outstanding classification requirements shall be for the Owner's account and, if the Charterer is not reimbursed for such cost by the Owner, such cost shall be deducted by the Charterer from the charter hire due hereunder and, in either event, during the time required for such repairs, the Vessel shall be off-hire.

2. The Charterer shall be at liberty to install any equipment and make alterations and additions to quarters and equipment incident to the service in which the Vessel is to be used, and to install any additional gear or equipment for loading or discharging cargo beyond that on board at the beginning of this Charter. Such work shall be done at the Charterer's expense and on its time, and shall not be such as to affect the seaworthiness of the Vessel. Such equipment, materials, and gear so fitted are to be considered Charterer's property; and, unless otherwise agreed, the Charterer shall remove the same at its expense before redelivery, and shall restore the

Vessel to her condition prior to such changes (ordinary wear and tear excepted).

3. Structural changes may be made in the Vessel, her boilers, machinery or appurtenances without the prior written consent of the Owner. However, if any such structural changes are made, or if any changes are made in her boilers, machinery, appurtenances or spare parts, the Vessel upon redelivery may, or, if the Owner so requests, shall be restored to her original condition, ordinary wear and tear excepted.

4. The Charterer shall (except as otherwise expressly provided herein) pay hire for the use of the Vessel at the rate provided in Part I per calendar month and pro rata for any portion thereof, beginning with the time of her delivery, and continuing until the time of her redelivery in like good order and condition as at the time of her acceptance, ordinary wear and tear excepted, to the Owner at the port of redelivery unless the parties hereto otherwise agree, or if the Vessel be lost, until the time of her loss, if known, otherwise to the time last heard from; or in the case of a constructive total loss, as provided in Clause 17 hereof, to the time of the casualty resulting in such constructive total loss, except that where two or more successive casualties contribute to such loss, the time of the casualty last occurring shall be the time when hire ceases. Such hire shall be due and payable on the first day of each calendar month for the preceding month or portion thereof.

5. If, pursuant to any applicable laws of the United States or any agreements entered into pursuant thereto, the Owner is required because of the operation of the Vessel as required under this Charter to make any payment to the United States by way of reimbursement of construction differential subsidy or payment of additional interest, then the Charterer shall pay to the Owner any amount so paid, in addition to the hire payable under this Charter.

6. The Charterer shall, at its own expense, maintain the Vessel, so far as possible, in at least as good condition, working order and repair as said Vessel was in at the time of her acceptance by the Charterer hereunder, ordinary wear and tear excepted. The Charterer shall drydock the Vessel and clean and paint her underwater parts every eight months, subject to postponement if such postponement is necessary in the prosecution of the war.

7. The Vessel shall be drydocked and surveyed jointly by representatives of the Charterer and the Owner before acceptance at the expense of the Charterer. Should the Charterer elect to waive drydocking before acceptance, any damage to the Vessel's bottom found on redelivery shall be presumed in the absence of proof to the contrary to have occurred subsequent to the date of delivery, and all expenses in repairing such damages shall be for the account of the Charterer.

8. The Vessel shall be surveyed jointly by representatives of the Charterer and the Owner on redelivery, to determine its condition. Such survey shall include drydocking to determine the condition of the underwater parts which shall be at the expense of the Owner, unless drydocking for cleaning and painting bottom is past due, or unless underwater damage is found or unless there is evidence that since the last drydocking the Vessel has been involved in a grounding and underwater contact, or a collision, in any of which events it shall be at the expense of the Charterer. If on the redelivery survey it shall appear that the Vessel is not in as good condition as on acceptance, ordinary wear and tear excepted, then the Charterer before redelivery shall make at its own expense all repairs, renewals, and replacements necessary to put the Vessel in at least as good

condition as on acceptance, ordinary wear and tear excepted. In lieu of making such repairs, the Charterer (at its option) shall pay the Owner an amount to place the Vessel in such condition, which payment shall include: (a) an amount (payable month by month) equal to the hire herein fixed for use of the Vessel for the period of time necessary, the utmost diligence and despatch being used, for such repairing; and (b) any such further amount necessarily expended or to be expended by the Owner for insurance, wages and subsistence of master, officers and crew and other vessel expenses incurred during the period of time necessary, such diligence and despatch being used, for repairing the damage. "Ordinary wear and tear" as used in this Charter shall be deemed to mean only such ordinary wear and tear as the Vessel would be subject to in normal commercial trading.

9. The Charterer shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board at the time of delivery, in good order and condition and not in excess of the Vessel's normal requirements, and the Owner shall accept and pay for all unbroached consumable stores, fuel oil and fresh water (usable by the Owner) on board on redelivery in good order and condition and not in excess of the Vessel's normal requirements at the current market prices at the ports of delivery and of redelivery, respectively, on the respective dates of the delivery and redelivery thereof. "Consumable stores" within the meaning of this paragraph are all consumable and subsistence stores (but not radio supplies, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A and 7919A (Revised Forms 1939).

10. A complete inventory of the Vessel's entire outfit, equipment, furniture, furnishings, appliances, spare and replacement parts and of all consumable stores, fuel oil and fresh water on board as of the time of the Vessel's delivery shall be jointly taken by representatives of the Charterer and the Owner, and mutually agreed upon by them as to items and as to price with respect to all consumable stores, fuel and fresh water (but if it is impracticable to make such inventory, then the Charterer will accept the Owner's inventory or reasonable estimates as to items and as to reasonable prices where pricing is required) at the time of delivery, or as soon thereafter as may be possible, and a similar inventory shall be so jointly taken and mutually agreed upon immediately after redelivery.

11. The Charterer shall have the use of all outfit, equipment, furniture, furnishings, appliances, spare and replacement parts on board the Vessel from the time of delivery without extra cost (with the exception of the leased equipment), and the same or their substantial equivalent shall be returned to the Owner on redelivery in the same good order and condition as when received, ordinary wear and tear excepted, any such items lost, destroyed, damaged, or so worn in service as to be unfit for use to be replaced or made good by the Charterer in kind or value at redelivery. The Charterer shall also have the benefit of all apparatus and appliances and spare repair replacement parts on shore, at prices to be mutually agreed upon, and the Owner shall furnish the Charterer forthwith a list of such parts and equipment.

12. The Owner may, and upon demand of the Charterer shall, prior to the first departure of the vessel from its port of delivery, and thereafter at any reasonable time, remove such equipment on board as is not required for the intended employment of the Vessel.

13. The Charterer shall assume the obligations of the Owner under any contracts in connection with leased equipment on board and all expenses connected therewith after delivery, either by direct payment to the lessor thereof or by reimbursing the Owner for the rental and any other expenses under the Owner's contracts for such equipment during the period of this Charter at the Owner's option, except that the Charterer, at the beginning of the charter period may substitute any other form of agreement as to such services mutually satisfactory to the Charterer and these contractors.

14. During the period hereof, the Charterer shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident thereto. The Charterer and not the Owner shall have exclusive possession, control and command of said Vessel during the entire period of this Charter.

15. (a) From the time of delivery of the Vessel under this Charter, the Owner shall not be required to carry any insurance whatsoever, but (unless the Charterer shall otherwise request and the Owner shall accede thereto) the Owner shall, as promptly as may be practicable, effect the cancellation of existing policies of insurance, and the pro rata premium payable with respect to the period between the time of delivery under this Charter and the effective time of such cancellation, shall be payable by the Charterer if the Charterer's interests are covered by such insurance. Except with respect to risks covered by policies of insurance which have not been cancelled as aforesaid, the Charterer shall, effective with the time of delivery of the Vessel under this Charter, assume or insure war, marine and all other risks or liabilities of whatsoever nature or kind, including without limitation, all risks or liabilities for breach of statute or contract or for damage to property including cargo and other vessels, or for personal injuries or death of any persons whatsoever, and shall indemnify and save harmless the Owner and the Vessel against and from any and all loss, liability, damage, and expense (including costs of court and reasonable attorneys' fees) on account of such risks or liabilities arising out of any matter occurring during the currency of this Charter.

(b) Subject to the foregoing provisions of this Clause with respect to the continuance of existing insurance, the Charterer will provide insurance with respect to that portion of the value of the Vessel which relates to the interest of the United States of America as mortgages to the extent that the risks assumed by the Charterer hereunder are of such a nature that they can be insured under customary forms of marine insurance policy. If the Charterer shall insure the Vessel, in its own Insurance Fund, the Charterer shall not, either as Charterer or insurer, have any right of subrogation against the Owner on account of loss or damage to the Vessel or its machinery or appurtenances, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owner covered by insurance underwritten by the Charterer. Such insurance shall not in any way limit, diminish or prejudice the Charterer's obligation to the Owner under this Charter.

16. In the event of total loss of the Vessel, the Charterer shall pay the Owner the Agreed Total Loss Valuation stated in Part I of this Charter, together with interest thereon to the date of payment at the rate of 3½ per cent per annum beginning one hundred twenty days from the date of the Vessel's loss, if known, otherwise beginning one hundred twenty days from the date she was last heard from. If such Agreed Total Loss Valuation is not applicable to this Charter, then the Charterer shall pay just compensation to be determined in accordance with Section 902 of

the Merchant Marine Act, 1936, as amended, for any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

17. In case of serious damage or injury to the Vessel during the period of this Charter, to the extent that the Charterer shall consider here to be a constructive total loss, the Charterer shall have the option of declaring her a constructive total loss by so notifying the Owner in writing. In the event of such a declaration by the Charterer, the Charterer shall forthwith pay the Owner as though the Vessel were an actual total loss. Against such payment the Owner will give the Charterer such releases and instruments granting the Vessel or the property of her remaining as the Charterer may require.

18. The Owner shall forever indemnify, hold harmless, and defend the Charterer against any liens, claims, demands, or liabilities of whatsoever nature by whomsoever asserted (including costs and reasonable attorneys' fees paid or incurred in defending such claim, whether or not the claim be found to be valid) whenever and by whomsoever asserted, upon the Vessel at the time of its redelivery hereunder. The Charterer shall also indemnify, hold harmless and defend the Owner and the Vessel against any claims, demands, or liabilities against them or either of them (including cost and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) arising out of the use or operation of the Vessel by the Charterer or any subcharterer, or out of any act or neglect of the Charterer or any subcharterer in relation to the Vessel, or out of any obligation or liability incurred by the Charterer or any subcharterer. The Charterer in its use and operation of the Vessel, shall abide by, and comply with, all applicable laws and governmental rules and regulations and the terms of any governmental preferred mortgage on said Vessel and shall not use or operate the Vessel, or permit use of operation of the Vessel except in full compliance with all such laws, rules and regulations, and shall indemnify the Vessel and the Owner against any loss, claim, liability, damage, or expense on account of any such violation of law, rule, or regulation.

19. The Charterer shall at all times have the right to subcharter the Vessel as it may see fit without prejudice to this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

20. No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909 (35 Stat. 1109).

21. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

[General Order No. 13, approved June 18, 1942, 7 F.R. 4669]

PART 303—CONTRACTS FOR CARRIAGE ON VESSELS OWNED OR CHARTERED BY THE WAR SHIPPING ADMINISTRATION

- Sec.
303.1 Uniform sugar charter for transportation of Cuban sugar.
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AUTHORITY: §§ 303.1 to 303.3, inclusive, and §§ 303.11, 303.20, and 303.21 issued under E.O. 9054, 7 F.R. 837.

§ 303.1 Uniform sugar charter for transportation of Cuban sugar. (a) The following form of sugar charter partly identified as Form No. 105, Warshipsugar, 5/20/42, is hereby adopted as the uniform charter for the carriage of sugar from Cuban ports to United States Atlantic and Gulf ports.

(b) Appropriate special provisions shall be inserted, either by addendum or by insertion, as the owner and the War Shipping Administration shall agree.

(c) The terms and conditions of such charter party shall become effective with respect to vessels chartered on and after June 8, 1942.

Form No. 105
Warshipsugar
5/20/42

WAR SHIPPING ADMINISTRATION
SUGAR CHARTER PARTY

This charter party, made and concluded the _____ day of _____ between _____ owner/chartered owner of the good _____ vessel _____ of _____ built _____ at _____ classed _____ at _____ of the measurement of _____ tons net register according to _____ now _____, and _____ charterer.

Witnesseth, That the said owner agrees on the freighting and chartering of the whole of said vessel (with the exception of the deck, cabin, and necessary room for the crew and storage of provisions, sails, cables, and fuel), or sufficient room for the cargo hereinafter mentioned to the charterer, for a voyage from _____ vessel to load at not more than two berths or loading places in any one port or its jurisdiction, same to count as one port of loading, except that if vessel loads in the Manzanillo district, only one sub-port to be used at the one port rate), or as near thereunto as she can safely proceed and always lie afloat with safety, to _____

to be declared upon signing of bills of lading (charter party), on the following terms and conditions:

First. The said vessel shall be tight, staunch, strong, and in every way fitted for such a voyage as far as the exercise of due diligence can make her so, and, except as hereinafter provided as to seaworthiness and latent defects, shall receive on board during the aforesaid voyage the merchandise hereinafter mentioned.

Second. The Vessel, her Master and Owner, shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from: Any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the Owner, the shipper or consignee of the cargo, their agents or representatives, insufficiency of packing, insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: Act of God, act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process; strike or lock-out or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this clause shall diminish its obligations for hire under the other provisions of this Charter.

Third. The charterer shall provide and furnish a full and complete cargo under deck,

of sugar in bags of about 330 pounds each (the owner estimates but does not guarantee that the vessel will carry ---- bags of about 330 pounds each) and to pay to the owner, for the use of said vessel during the voyage aforesaid; Freight on sugar in bags, per 100 pounds, gross landed weight as determined by Public Weighers as follows: If to:

Freight shall be payable as follows: Seventy-five percent (75%) of freight payable in cash on the basis of gross bill of lading weight on arrival of vessel at discharging berth to the order of vessel, owner, operator or agent, and on final discharge of cargo any over or short payment to be adjusted on the gross landed weight as determined by Public Weighers' returns, free of discount or interest, at discharging berth. Bills for demurrage and/or despatch, discharging and wharfage to be settled at time of final settlement of freight.

If, however, cargo is discharged at a United States port for transshipment to a refinery at another United States port, eighty-five percent (85%) of the freight shall be payable in cash on the basis of gross bill of lading weight on arrival of vessel at discharging

berth at the transshipment port to the order of Vessel, Owner, Operator or Agent, and on final delivery of cargo to the refinery any over or short payment shall be adjusted on the gross landed weight as determined by Public Weighers.

"If, however, cargo is discharged at a United States port for transshipment to a refinery at another United States port, eighty-five percent (85%) of the freight shall be payable in cash on the basis of gross bill of lading weight on arrival of vessel at discharging berth at the transshipment port to the order of Vessel, Owner, Operator or Agent, and on final delivery of cargo to the refinery any over or short payment shall be adjusted on the gross landed weight as determined by Public Weighers."¹

Freight to be considered earned on completion of loading and non-returnable Vessel and/or cargo lost or not lost, and in the event of loss of Vessel freight is to be paid on gross bill of lading weight.

Fourth. Lay days at the rate of 7000 bags of about 330 pounds each or equivalent, per running day of 24 hours, weather permitting, Sundays and holidays not excepted, unless Vessel arrives after the end of the working day preceding a Sunday or holiday too late to permit shippers and Vessels' agents to make necessary arrangements for delivery of cargo alongside Vessel and stevedoring personnel for working on Sundays or holidays, shall be allowed to the said Charterer (if vessel is not soon loaded) for loading and shall be continuous; time employed in shifting ports, different anchorages or loading places within the same port or its jurisdiction to count as lay days. Lay days for loading to begin (unless loading commences sooner) at the beginning of the next working period after Captain reports Vessel ready to receive cargo, whether berthed or not. It is understood that the 7000 bags or equivalent referred to herein must be loaded into the ship by the Vessel, and any overtime (exclusive of ship's personnel overtime), incurred in order to load this quantity shall be shared equally by Vessel and cargo, but Charterer is obliged to have sufficient cargo alongside at all times to enable Vessel to load at the rate of 7000 bags or equivalent referred to herein, and should extra expenses be incurred due to failure of Charterer to have sufficient cargo alongside, all such extra expenses incurred shall be for account of Charterer.

If the Vessel arrives at loading port within cancellation period, and there is a strike of stevedores or other Vessel's servants in effect at the port, lay days for loading shall begin at first working period after settlement of strike, unless loading begins sooner.

In the event of a strike or strikes, riot or riots, or any other unavoidable hindrance which may prevent the delivery of cargo, and Charterer is unwilling to pay demurrage as provided below, Owner reserves the right to despatch the Vessel with such portion of cargo as may then be on board, or in ballast, if no cargo has been loaded. In either case Charterer not to be liable for dead freight or demurrage or both on cargo which is not loaded up to the time of commencement of such hindrance. Vessel Owner to notify Charterer prior to withdrawal of the Vessel.

Lay days for discharging to begin (unless discharging commences sooner) at the beginning of the next working period after Captain reports Vessel ready to discharge cargo, whether in berth or not, Sundays and holidays not excepted, unless Vessel arrives on the evening preceding a Sunday or holiday too late to permit receivers to make necessary arrangements for plant and stevedoring personnel for working on Sunday or holidays.

¹ This paragraph added by General Order 1, Supp. 4-A, dated June 5, 1942, 7 F.R. 4304.

The working period for Sunday or holiday work shall be considered as the same time as the working period for any other day, any custom of the port to the contrary notwithstanding, but not more than 24 hours to be allowed for this exemption.

Any time used rigging, removing hatches and preparing staging to count as lay time unless done before lay time commences. At discharging port, in the event of strike of stevedores or other ship's servants, the lay days for discharging shall begin at first working period after settlement of strike, unless discharge begins sooner.

Cargo to be received at port of discharge at the rate of not less than 10,500 bags of about 330 pounds each, or equivalent, per running day of 24 hours, weather permitting, Sundays and holidays not excepted.

Lay days are not reversible. If Vessel is unable to load or discharge at the rates provided, lay days shall be computed on the basis of the Vessel's capacity for loading or discharging.

Stevedores at loading port to be appointed by Owner or his agent, Vessel paying rates not exceeding those in effect at loading port on March 16, 1942, including compensation insurance and other charges of any nature pertaining to loading. The rate of freight mentioned above is predicated on such stevedoring rates and any increase in same to be for account of cargo.

If cargo is discharged at a Florida or U. S. Gulf port for transshipment to a refinery at another U. S. port, Charterer will designate wharf or dock at which cargo is to be discharged and will nominate stevedores to perform the discharging operation at current rates, it being further understood that rates for stevedoring are not to exceed those in effect at New Orleans refineries on September 15, 1941. If Vessel discharges at any refinery, receivers to appoint stevedores, same to be paid for by the Owner, but it is understood and agreed that any increase in the cost of stevedoring for raw sugar at a refinery in excess of the rates current September 15, 1941, is to be for account of cargo.

It is understood that the cargo is to be received and delivered alongside the Vessel within reach of the ship's tackle, and any lighterage is to be at the risk and expense of the cargo.

Demurrage in loading and discharging, except as otherwise provided herein, shall be payable by the Charterer or his agent, day by day, on the basis of ---- cents (-----¢) U. S. Currency per net registered tonnage of Vessel per day. Despatch money in loading and discharging shall be payable to the Charterer or his agent, if earned, at the rate of ---- cents (-----¢) U. S. Currency per net registered tonnage of Vessel per lay day saved on cargo vessels and at the rate of ---- cents (-----¢) U. S. Currency per ton of cargo carried per lay day saved on vessels definitely named at time of charter as mail vessels or vessels operating on customary scheduled sailings with general cargo.

If such Vessel operating on customary scheduled sailings elects to deliver by lighter instead of at berth designated by the Charterer or his agent, the cargo may be so discharged into lighters at the risk of the cargo but at the expense of the Vessel, and it is mutually understood and agreed that each lighter shall be discharged within five (5) days after same is loaded, and for each and every day's detention of the lighter or lighters beyond the free period, demurrage shall be paid by the cargo at the current rate of the port for each lighter so detained and shall constitute a lien on the goods, but no demurrage shall accrue to the Vessel.

On mail vessels and on vessels operating on customary scheduled sailings, no demurrage shall be charged at port of loading, but

The Owner reserves the right to sail the vessel without cargo, and the Charterer shall be liable for dead freight if cargo is not tendered in time to enable the Vessel to load and sail on schedule.

If demurrage is incurred or despatch is earned, it shall be computed on the basis of a twenty-four (24) hour day.

Demurrage at loading ports shall be endorsed upon bills of lading, but whether so endorsed or not, upon proof of its having been incurred, shall become a lien upon the cargo and shall be collectible in the same manner as the freight money.

Despatch at loading port shall be endorsed upon bills of lading, but, whether so endorsed or not, upon proof of its having been earned, shall be deducted upon settlement of freight.

In the event of any stoppage of work caused by adverse weather conditions, lay days shall be extended for a corresponding period in the determination of demurrage but not in the determination of despatch.

Shore Tally-men, if required, to be employed by the vessel at the expense of the vessel.

Fifth. Bills of lading on approved form shall be signed without prejudice to this charter, and subject to this contract as to freight, dead freight, and all other conditions, including loading, discharging, demurrage and despatch. Captain to sign bills of lading as presented for full or partial lots as soon as sugar is loaded on board, making proper notation on bills of lading of "not cargo bags." All bags are to be considered cargo bags unless otherwise specified and stowed separately.

Sixth. Public Weighers' count shall be used in determining outturn of cargo, and if there be any dispute in reference to count, an adjustment of such dispute must be arrived at immediately as the truck passes over the Public Weighers' scale, which must be located near the Government scale, and this adjustment must be made by a representative each of the Shipper, the Vessel, and the Consignee, and the decision arrived at by a majority of these three parties is to be final and binding on all parties hereto. Vessels shall be furnished with as many copies of Public Weighers' certificate as may be required, free of charge.

The Vessel is to deliver the total number of bags of sugar as shown by the bills of lading. Should the Vessel fail to deliver the number of bags specified in the bills of lading the Vessel owner or agent shall pay for such shortage to the Shipper or his agent, at the market quotation on the date of entry at the Custom House at the port of discharge, less freight. In the event of the Vessel having aboard a greater number of bags of sugar than called for by the bills of lading, such greater number of bags are to be delivered where landed to the order of the Shipper or his agent. All sugar cargo on board to be delivered.

Seventh. The Vessel shall have the liberty to tow and be towed, and to assist vessels in all situations, and to call at any port or ports for coal or other supplies or both.

Eighth. Extra insurance premium, if any, above the customary minimum rates, to be paid by the Vessel, but in no case more than _____ cents (€) per \$100.00; which sum is to be deducted from the freight charges.

Ninth. The cargo or cargoes shall be delivered and received alongside the vessel, where she can load and discharge always safely afloat, and proceed and return always safely afloat, within reach of her tackles; and lighterage and also extra lighterage, if any, shall be at the risk and expense of the cargo.

Tenth. The Vessel shall be discharged at such wharf as Charterer may designate, where she shall pay not more than the established

legal rate of wharfage, and where she may safely lie afloat and wholly alongside. The Vessel is to leave receiver's berth immediately upon completing delivery, weather and tide permitting. The Vessel will discharge at a second berth at the same discharging port, provided that the consignee pays for all extra expense of shifting, time for shifting to count.

Eleventh. The Vessel shall have an absolute lien on cargo, for freight, dead freight and demurrage, and any other charges due hereunder.

Twelfth. Lay days, if required by Charterer shall not commence before _____ Charterer or his agent have the privilege of cancelling this charter should the Vessel not be at loading port ready for cargo by _____

Thirteenth. Owner to appoint and pay agents at loading and discharging ports to attend to ship's business.

Fourteenth. The Vessel shall be free of all weighing expenses at port of discharge, notwithstanding any custom of the port to the contrary.

Fifteenth. Any and all differences and disputes of whatsoever nature arising out of this charter shall be put to arbitration at the final place of discharge unless the parties hereto otherwise agree pursuant to the provisions of the United States Arbitration Act (Title 9 of U.S.C., Chapter 213 of the Act of Feb. 12, 1925, 43 Stat. 833) except that the provisions of Section 8 thereof shall not apply to any arbitration hereunder. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute of differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person, with precisely the same force and effect as if said second arbitrator had been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this Clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction in the premises.

Sixteenth. Neither the carrier nor any corporation owned or employed by, subsidiary to or associated or affiliated with or furnishing wharfage to the carrier shall be liable for any loss or damage to the goods occurring at any time, and even though before loading on or after discharge from the vessel, by reason of any fire whatsoever, unless such fire shall be caused by its design or neglect.

Seventeenth. A commission of 1¼% upon the gross freight under this Charter is due and payable by the Vessel and Owner, upon payment of freight, to Charterer's Brokers.¹

Where appropriate but always subject to prior approval by the Administrator, a commission may be allowed. (General Order 1. Supp. 4-B, July 29, 1942; 7 F.R. 5914.)

All arrangements for weighers, samplers and other Customs formalities in connection with the cargo to be taken care of by the consignees and any delay in loading or discharging due to the failure of consignees to make such arrangements shall count as laytime.

Eighteenth. All bills of lading issued hereunder shall contain, directly or by reference, the following clauses:

(i) **Clause paramount.** This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.

(ii) **Both-to-blame collision clause.** If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

(iii) **General average clause.** General average shall be adjusted, stated, and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment

¹This sentence was deleted by General Order 1, Supp. 4-B, July 29, 1942; 7 F.R. 5914.

in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

(iv) Amended "Jason" clause. In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salving ship or ships belong to strangers.

(v) In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master of the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods, or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation.

(vi) The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or

other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

This charter shall also be subject to the provisions of paragraphs (ii), (iii), (iv), (v) and (vi) of this Clause Eighteen.

Nineteenth. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions, and if by reason of or in compliance with any such orders or directions anything is done or is not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel: *Provided, however*, That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel hereunder, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the Government of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained: *Provided further, however*, That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including the Charterer, the Owner, the Vessel, her crew and cargo.

Twentieth. If the United States of America is a party to this charter, no member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909.

To the true and faithful performance of all and every one of the foregoing agreements, we, the said parties do hereby bind ourselves, our heirs, executors, administrators, and assigns, each to the other in the sum of the proved damages, but not exceeding the estimated amount of freight.

This agreement is subject to the approval of the United States Maritime Commission and any conditions imposed by said commission pursuant to the Ship Warrants Act. (Public Law 173, 77th Congress.)

In witness whereof, we hereunto set our hands the day and year first above written.

[General Order No. 1, Supp. 4, approved June 1, 1942, F.R. 4304]

§ 303.2 Uniform tanker voyage charter party "Warshipoilvoy". (a) Voyage charters entered into by the United States of America, acting by and through the Administrator, War Shipping Administration, or his duly appointed agents, for the carriage of Petroleum and/or its products in bulk on vessels the use of which has been requisitioned or acquired by the United States on a time charter basis, shall consist of two parts, designated respectively, Part I and Part II.

(b) The form of Part I of said voyage charter shall be as follows:

Form No. 104
Warshipoilvoy
6/1/42
Part I

Contract No. _____
TANKER VOYAGE CHARTER PARTY
PART I

Charter party made as of _____, 194____,
at _____ between the United States of America, acting by and through the War Shipping Administration (hereinafter called the "Owner") of the good _____ MS, SS _____ hereinafter called the "Vessel") and _____ (hereinafter called the "Charterer")

This Charter Party consists of this Part I and Part II on the reverse hereof. Unless in this Part I otherwise provided, all of the provisions of Part II shall be part of this Charter Party as though fully incorporated herein.

Net Registered Tonnage of Vessel: _____
Classed: _____ Loaded Draft of Vessel Applicable for this Voyage, _____ ft. _____ in. in salt water. Capacity of: _____ bbls. (of 42 American measured gallons at 60° F. each) or _____ tons of 2240 lbs. of _____ (10% more or less, vessel's option.)

Now: _____ Coiled: _____
Loading Port: _____
Cargo: _____
Discharging Port: _____
Freight Rate: _____ Payable at: _____
Readiness date: _____ Cancelling Date: _____
Hours for Loading & Discharging: _____
Demurrage per hour: _____ Last 2 cargoes: _____

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____

a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that

_____ who signed this Agreement on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

Secretary.

[CORPORATE SEAL]

3. The Uniform terms and conditions designated Part II, and which in the printed form hereof will appear on the reverse side of Part I, applicable to the carriage of Petroleum and/or its products on all tank vessels time chartered by the War Shipping Administration, shall be as follows:

Special provisions: _____

In witness whereof the parties hereto have executed this agreement, in triplicate, as of the day and year first above written.

UNITED STATES OF AMERICA,
By WAR SHIPPING ADMINISTRATION,
By _____, Agents.
By _____

Witness the signature of: _____

Witness the signature of: _____

Form No. 104
Warshipollvoy
6/1/42
Part II

TANKER VOYAGE CHARTER PARTY

PART II

Loading Port Warranty Cargo Discharging
Port Freight Rate Inspector's Certificate

1 (a) The Vessel, classed as aforesaid and to be so maintained during the currency of this Charter, shall, with all convenient dispatch, proceed as ordered to Loading Port or so near thereto as she may safely get (always afloat), and being tight, staunch and strong, and having all pipes, pumps and heater coils in good working order, and being in every respect fitted for the voyage, so far as the foregoing conditions can be attained by the exercise of due diligence, perils of the sea and any other cause of whatsoever kind beyond the Owner's control excepted, shall load (always afloat) from the factors of the Charterer a full and complete cargo of Petroleum and/or its products in bulk, not exceeding what she can reasonably stow and carry over and above her tackle, apparel, stores and furniture (sufficient space to be left in the expansion tanks to provide for the expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing Bills of Lading, to Discharging Port, or so near thereto as she may safely get (always afloat), and deliver said cargo. The freight shall be at and after the rate stipulated in Part I hereof, based on intake quantity as shown on the Inspector's Certificate of Inspection, the services of the Petroleum Inspector to be arranged and paid for by the Charterer who shall furnish the Owner's Agent with a copy of the Inspector's Certificate. No deduction of freight shall be made for water and/or sediment contained in the Oil.

1 (b) Freight payable. Full freight shall be irrevocably earned on cargo as loaded, vessel and/or cargo lost or not lost; payment to be made in United States Dollars to Owner's Agent at the Agent's place of business upon receipt by the Agent of figures indicating quantity or cargo loaded as provided in 1 (a) above. On completion of loading, Owner will order vessel to sail to discharging port, Charterer nevertheless remaining liable to the Owner for all freight and charges, vessel and/or cargo lost or not lost.

1 (c) Advances. Cash shall be advanced by Charterer to the Master or Owner's Agents, if required for ordinary disbursements at ports of loading and/or discharge at current rates of exchange.

2. Time for naming loading port. The Charterer shall name the loading port twenty-four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge, or from her bunkering port for the voyage, or upon signing this Charter if the Vessel has already sailed. Any extra expenses incurred by reason of the Charterer's delay in furnishing loading port orders shall be paid for by the Charterer, and any time thereby lost to the Vessel shall count as used lay time.

3. Readiness and cancelling date. Lay time shall not commence before the readiness

date stipulated in Part I hereof, except with the Charterer's sanction, and should the Vessel not be ready to load by 4:00 o'clock P. M. (local time) on the cancelling date stipulated in Part I hereof, the Charterer shall have the option of cancelling this Charter by giving Owner notice of such cancellation within twenty-four (24) hours after such cancellation date; otherwise this Charter to remain in full force and effect.

4. Notice of readiness. The Master or his representative shall give the Charterer or his agent at the ports of loading and discharge notice in writing during ordinary business hours that the Vessel is ready to load or discharge cargo, berth or no berth, and lay time shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i. e., finished mooring when at a seaload or discharging terminal and all fast when loading or discharging alongside a wharf), whichever first occurs: Provided, however, That where, because of routing instructions or other orders of the Owner over which the Charterer has no control, delay is caused to the Vessel for more than six (6) hours after notice of readiness is given, in waiting turn to load or discharge, lay time shall not commence until Vessel is berthed.

5. Hours for loading and discharging. Such number of running hours as are stipulated in Part I hereof shall be allowed the Charterer as lay time for loading and discharging cargo; but if the Vessel's condition or facilities do not admit of loading and discharging in the time allowed, then the additional time necessary therefor shall be included in lay time. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time so lost shall not count as used lay time; if the Charterer, Shipper or Consignee prohibits loading or discharging at night, time so lost shall count as used lay time.

6 (a) Safe berth. The Vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival, which shall be designated and secured by the Charterer, any lighterage being at the expense, risk and peril of the Charterer, provided that the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all expenses incurred, except as stated in Clause 14 hereof. Time consumed on account of shifting shall count as used lay time, except as stated in Clause 14.

6 (b) Flashpoint. No petroleum or its products having a flashpoint under 150° Fahrenheit (Closed Cup Abel Test) shall be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off crude oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.

7. Pumping in and out. The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or its Consignee. The Vessel shall supply her pumps and the necessary steam for discharging in all ports where the regulations permit of fire on board, as well as necessary hands. Should regulations not permit fires on board, the Charterer or Consignee shall supply, at its expense, all steam necessary for discharging as well as loading, but the Owners shall pay for steam supplied to the Vessel for all other purposes. If cargo is loaded from lighters, the Vessel, if permitted to have fires on board, shall, if required, furnish steam to

lighters at Charterer's expense for pumping cargo into the Vessel.

8. Hoses. Hoses for loading and discharging to be furnished by Charterer at its risk and expense.

9. Deadfreight. Should the Charterer fail to supply a full cargo, the Vessel may, at the Master's option, and shall, upon request of the Charterer, proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however, dead freight shall be paid on the difference between the quantity loaded and the quantity the Vessel would have carried if loaded to her minimum permissible freeboard for the voyage.

10. Demurrage. Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate stipulated in Part I for all time that loading and discharging and used lay time as elsewhere herein provided exceeds the allowed lay time herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge because of fire or explosion in or about the plant, or because of breakdown of machinery of the Charterer, shipper, or consignee of the cargo, the rate of demurrage shall be reduced to one-half the rate stipulated in Part I hereof per running hour and pro rata of such reduced rate for part of an hour for demurrage so incurred.

11. Dues, wharfage. Dues and other charges on the cargo shall be paid by the Charterer, and dues and other charges on the Vessel shall be paid by the Owner. The Vessel, however, shall always be free of wharfage, dockage, and quay dues.

12. Previous cargo. The last two successive cargoes carried, or to be carried, by the Vessel immediately preceding her entering upon this Charter consisted, or will consist, of cargoes as stipulated in Part I hereof.

13. Products excluded. No product shall be shipped which fails to meet one or the other of the two following requirements: (1) The vapor pressure at one hundred degrees Fahrenheit (100° F.) shall not exceed thirteen pounds (13 lbs.) as determined by the A.S.T.M. Method (Reid Method) identified as D-323 current at the time shipment is made. (2) The distillation loss shall not exceed four per cent (4%) and the sum of the distillation loss and the distillate collected in the receiving graduate shall not exceed ten per cent (10%) when the thermometer reads one hundred twenty-two degrees Fahrenheit (122° F.). Note—The distillation test shall be made by A.S.T.M. Method identified as D-86 current at the time shipment is made. When products other than Naphtha or Gasoline are tested, the distillation loss may be determined by distilling not less than twenty-five per cent (25%) and deducting from one hundred per cent (100%) the sum of the volumes of the distillate and the residue in the flask (cooled to a temperature of sixty degrees Fahrenheit (60° F.)).

14. Two ports counting as one. The following two ports, viz., Paulsboro (New Jersey), and Marcus Hook (Pennsylvania), Paulsboro (New Jersey), and Wilmington (Delaware), Beaumont and Sabine (Texas), Baytown and Texas City (Texas), Ingleside and Harbor Island (Texas), and Baton Rouge, (Louisiana) and a safe port on the Mississippi River below Baton Rouge, respectively, shall count as one port, and all expenses incurred in shifting from Paulsboro to Marcus Hook, Paulsboro (New Jersey) to Wilmington (Delaware), or vice versa, or from Beaumont to Sabine, or from Baytown to Texas City, or from Ingleside to Harbor Island, or from Baton Rouge to a safe port on the Mississippi River below Baton Rouge or vice versa, shall be for account of the Owner,

except that any extra port charges incurred by reason of calling at the second port in each group shall be for account of the Charterer. Time consumed in shifting shall not count as used lay time.

15. *Ice.* In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterer, Shipper or Consignee, who is bound to telegraph or radio orders for another port (at its option), which is free from ice, and where there are facilities for the loading or reception of Petroleum in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge as the case may be shall be paid for by the Charterer at the rate stipulated in Part I hereof.

16. If on Vessel's arrival off the port of loading or discharge there is danger of the Vessel being frozen in, the Master shall communicate by telegraph or radio, if available, with the Charterer, Shipper or Consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per Clause 15, where there is no danger of ice and where there are the necessary facilities for the loading or reception of Petroleum in bulk, or to remain at the original port at their risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the rate stipulated in Part I hereof.

17. *Quarantine.* Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used lay time; but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.

18. If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or stegomyia-free, she shall, before proceeding to a rat-free or stegomyia-free wharf, be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to the infected wharf he shall bear the expenses of fumigation.

19. *Cleaning.* If requested by the Charterer, the Vessel will steam the tanks, pipes and pumps of the Vessel or Butterworth en route to loading port and there pump water ballast and/or slops into shore tank or barge to be supplied by Charterer immediately on arrival. Any delay in furnishing these facilities shall count as used lay time. Any further cleaning, if required, shall be done by and at the expense of Charterer and time consumed shall count as used lay time. If Charterer does not require additional cleaning at port of loading Owner shall not be responsible for any damage caused to or contamination of cargo, by reason of failure to have the tanks properly cleaned for receiving the shipment. Except as may otherwise be indicated in Part I, the Vessel shall not be responsible for leakage, shrinkage, difference between reported intake and reported output, deterioration, discoloration, or change in quality of the cargo, nor for any consequences arising out of slipping more than one grade of cargo.

20 (a). *Act of God, etc.* The vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:—any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navi-

gable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or Owner, Shipper or Consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from:—Act of God; act of war; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion.

20 (b). *Water ballast.* Charges for handling, storing or disposing of water ballast at loading port to be for account of Charterer.

20 (c). *Taxes.* Any Habilitation tax, customs overtime, and taxes on freight at loading or discharging ports, also any unusual taxes, assessments and governmental charges that are not presently in effect but in the future may be imposed on the vessel or freight are to be borne by Charterer.

21. *Jason clause.* In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Owner is not responsible by statute, contract, or otherwise, the cargo, shippers, consignees, or owners of the cargo shall contribute with the Owner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the salving ship or ships belong to strangers.

22. *General average.* General average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the Owner, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port of place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Owner, must be furnished before delivery of the cargo. Such cash deposit as the Owner or his agents may deem sufficient as additional security for the contribution of the cargo and for any salvage and special charges thereon, shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owner before delivery. Such deposit shall, at the option of the Owner, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account

at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

23. *Deviation.* The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots, to tow or be towed, to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Owner.

24. *Bills of lading.* Bills of Lading, in the form appearing below, for cargo shipped shall be signed by the Master as requested. Any Bill of Lading signed by the Master or Agent of the Owner shall be without prejudice to the terms, conditions and exceptions of this Charter. The Charterer hereby agrees to indemnify and hold harmless the Owner, the Master, and the Vessel from all Consequences or liabilities that may arise from the Charterer or its agents, or the Master, signing bills of lading or other documents inconsistent with this Charter, or from any irregularity in papers supplied by the Charterer or its agents, or from complying with its or its agents' orders.

25. *Clause paramount.* All Bills of Lading issued hereunder shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated therein, and nothing therein or herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of any Bill of Lading issued hereunder be repugnant to said Act to any extent, such term shall be void to that extent but no further.

26. *Both to blame.* If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owner against all loss or liability to the other or non-carrying ship or her Owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or object other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

27. *Lien.* The Owner shall have an absolute lien on the cargo for all freight, dead freight, demurrage and costs, including attorney's fees, of recovering the same, which lien shall continue after delivery of the cargo into the possession of the Charterer, or of the holders of any Bills of Lading covering the same, or of any storageman.

28. *Agents.* The Owner shall appoint Vessel's agents at all ports.

29 (a). *War clause.* In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgement of the Owner or Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the Vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the cargo at the port of discharge, or

to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the Owner may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the cargo at port of shipment and upon their failure to do so, may warehouse the cargo at the risk and expense of the cargo; or the Owner or Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the cargo there, may discharge the cargo into depot, lazaretto, craft or other place; or the Vessel may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the Master or the Owner may consider safe or advisable under the circumstances, and discharge the cargo, or any part thereof, at any such port of place; or the Owner or the Master may retain the cargo on board until the return trip or until such time as the Owner or the Master thinks advisable and discharge the cargo at any place whatsoever as herein provided or the Owner or the Master may discharge and forward the cargo by any means at the risk and expense of the cargo. The Owner or the Master is not required to give notice of discharge of the cargo, or the forwarding thereof as herein provided. When the cargo is discharged from the Vessel, as herein provided, it shall be at its own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Owner shall be freed from any further responsibility for any service rendered to the cargo as herein provided the Owner shall be entitled to a reasonable extra compensation.

29 (b). The Owner, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the Vessel, the right to give such orders or directions. Delivery or other disposition of the cargo in accordance with such orders or directions shall be a fulfillment of the contract voyage. The Vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

29 (c). In addition to all other liberties herein the Owner shall have the right to withhold delivery of, reshipe to, deposit or discharge the cargo at any place whatsoever, surrender or dispose of the cargo in accordance with any direction, condition or agreement imposed upon or exacted from the Owner by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the cargo shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the cargo.

30. Priority. All agreements of the Owner contained in this Charter Party shall be subject to any orders or instructions of priority or requisition issued by the United States Government or the Government of the flag of the Vessel or any agencies thereof, or the requirement of naval or military authorities or other Agencies of Government.

31. Limitation of liability. Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability ac-

corded to the Owner or Chartered Owner of vessels by any statute or rule of law for the time being in force.

32. Approval. The voyage under this Charter is subject to the approval of the War Shipping Administration and any conditions imposed by said Administration pursuant to the Ship Warrants Act (Public Law 173, 77th Congress).

33. Assignment. Subject to the approval of War Shipping Administration, the Charterer shall have the option of subletting or assigning this Charter to any individual or company, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

34. Breach. Damages for breach of this Charter shall include all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.

35. Members of Congress. No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909.

36. Definition of "owner". Wherever the word "Owner" appears herein same shall be deemed to include a Time Charterer, Demise Charterer, or a Requisition Charterer or user.

37. This Charter Party consists of this Part II and of Part I on the reverse hereof. Unless in this Part II otherwise provided; all of the provisions of said Part I shall be part of this Charter Party as though fully incorporated herein. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

BILL OF LADING

Shipped in apparent good order and condition by _____ on board the _____ Motorship _____ Steamship _____ whereof _____ is Master, at the port of _____ to be delivered at the port of _____ or so near thereto as the Vessel can safely get, always afloat, unto _____ Or order on Payment of freight at the rate of _____ This shipment is carried under and pursuant to the terms of the Charter dated _____ at _____ between _____ and _____, as Charterer, and all the terms whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

In Witness Whereof, the Master has signed _____ Bills of Lading of this tenor and date, one of which being accomplished, the others will be void.

Dated at _____ this _____ day of _____

Master

[General Order No. 2, Supp. 1, Approved June 5, 1942, 7 F.R. 4386]

§ 303.3 Uniform tanker voyage charter party, "Molasses". (a) Voyage Charters entered into by the United States of America, acting by and through the Administrator, War Shipping Administration, or his duly appointed agents, for the carriage of molasses in bulk on vessels, the use of which has been requisitioned or acquired by the United States, on a time charter basis, shall consist of two parts, designated respectively Part I and Part II.

(b) The form of Part I of said voyage charter shall be as follows:

Form. No. 106
Warshipmolvoy
6/10/42
Part I

Contract No. _____

TANKER VOYAGE CHARTER PARTY (MOLASSES)

PART I

Charter party made as of _____, 194____, at _____ between the United States of America, acting by and through the War Shipping Administration (hereinafter called the "Owner") of the good _____ MS _____ SS _____ (hereinafter called the "Vessel") and _____ (hereinafter called the "Charterer")

This Charter Party consists of this Part I and Part II on the reverse hereof. Unless in this Part I otherwise provided, all of the provisions of Part II shall be part of this Charter Party as though fully incorporated herein. Net Registered Tonnage of Vessel: _____

Classed: _____
Loaded Draft of Vessel Applicable for this Voyage, _____ ft. _____ in. in salt water.
Capacity of: _____ gallons of Molasses (10% more or less, vessel's option.)
Now: _____ Colled: _____
Loading Port: _____
Cargo: _____
Discharging Port: _____
Freight Rate: _____ Payable at _____
Readiness Date: _____ Cancelling Date: _____
Hours for Loading and Discharging: _____ Demurrage per hour: _____ Last 2 cargoes: _____

Special Provisions: _____

In witness whereof the parties hereto have executed this agreement, in triplicate, as of the day and year first above written.

Witness the signature of:
UNITED STATES OF AMERICA
By: WAR SHIPPING ADMINISTRATION
By: _____ Agents
By: _____
Witness the signature of: _____

(c) The uniform terms and conditions designated Part II, and which in the printed form hereof will appear on the reverse side of Part I, applicable to the carriage of Molasses in bulk on all tank vessels time chartered by the War Shipping Administration, shall be as follows:

Form No. 106
Warshipmolvoy
6/10/42
Part II

TANKER VOYAGE CHARTER PARTY (MOLASSES)

PART II

Loading port warranty cargo discharging port freight rate inspector's certificate

1 (a). The vessel, classed as aforesaid and to be so maintained during the currency of this charter, shall, with all convenient dispatch, proceed as ordered to Loading port or so near thereunto as she may safely get (always afloat), and being tight, staunch and strong, and having all pipes, pumps and heater coils in good order, and being in every respect fitted for the voyage, so far as the foregoing conditions can be attained by the exercise of due diligence, perils of the sea and any other cause of whatsoever kind beyond the Owner's control excepted, shall load (always afloat) from the factors of the Charterer a full and complete cargo of molasses in bulk, not exceeding what she can

reasonably stow and carry over and above her tackle, apparel, stores and furniture (sufficient space to be left in the expansion tanks to provide for the expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing bills of lading to Discharging port, or so near thereunto as she may safely get (always afloat), and deliver said cargo. The freight shall be at and after the rate stipulated in Part I hereof per American measured gallon of molasses, based on bill of lading quantity, adjustable on outturn gauge as shown in the independent inspectors certificate of gauge if cargo is free of duty, or customs certificate of gauge if cargo is dutiable, a copy of certificate in either case to be furnished to owners' agent by charterer.

1 (b). *Freight payable*.—Full freight shall be irrevocably earned on cargo as loaded, vessel and/or cargo lost or not lost; payment to be made in United States dollars to owner's agent at the agent's place of business as follows:

Ninety percent on receipt of figures indicating Bill of Lading quantity shipped, notice of which shall be given promptly by Charterer to Owner's Agent; remainder on receipt of outturn gauge certificate; Bill of Lading quantity conclusive, if vessel and/or cargo lost.

The Owners will, upon completion of loading, order the vessel to sail to the discharging port, the Charterer in any case remaining liable to the Owner for all freight and charges, vessel and/or cargo lost or not lost.

1 (c). *Advances*.—Cash shall be advanced by Charterer to the Master or Owner's Agents, if required, for ordinary disbursements at ports of loading and/or discharge at current rates of exchange.

2. *Time for naming loading port*.—The Charterer shall name the loading port twenty-four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge, or from her bunkering port for the voyage, or upon signing this Charter if the Vessel has already sailed. Any extra expenses incurred by reason of the Charterer's delay in furnishing loading port orders shall be paid for by the Charterer, and any time thereby lost to the Vessel shall count as used lay time.

2 (a). *Rotation of ports*.—Except as provided in Clause 14, if vessel loads at more than one port the ports shall be in geographical rotation either toward last loading port or toward the port of discharge.

3. *Readiness and cancelling date*.—Lay time shall not commence before the readiness date stipulated in Part I hereof, except with the Charterer's sanction, and should the Vessel not be ready to load by 4:00 o'clock P. M. (local time) on the cancelling date stipulated in Part I hereof, the Charterer shall have the option of cancelling this Charter by giving Owner notice of such cancellation within twenty-four (24) hours after such cancellation date; otherwise this Charter to remain in full force and effect.

4. *Notice of readiness*. The Master or his representative shall give the Charterer or his agent at the ports of loading and discharge notice in writing during ordinary business hours that the Vessel is ready to load or discharge cargo, berth or no berth, and lay time shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i. e., finished mooring when at a sealoading or discharging terminal, and all fast when loading or discharging alongside a wharf), whichever first occurs: *Provided, however*, That where, because of routing instructions or other orders of the Owner over which the Charterer has no control, delay is caused to the Vessel for more than six (6) hours after notice of readiness is given, in waiting turn

to load or discharge, lay time shall not commence until Vessel is berthed.

5. *Hours for loading and discharging*. Such number of running hours as are stipulated in Part I hereof shall be allowed the Charterer as lay time for loading and discharging cargo; but if the Vessel's condition or facilities do not admit of loading and discharging in the time allowed, then the additional time necessary therefor shall be included in lay time. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time so lost shall not count as used lay time; if the Charterer, Shipper or Consignee prohibits loading or discharging at night, time so lost shall count as used lay time.

5 (a). If vessel loads at more than one port lay time shall commence at each additional port when Vessel passes over bar going in and count until Vessel passes over bar coming out. However, if the tide is suitable upon completion of loading and Vessel delays her sailing, time lost thereby shall not count as lay time. If, on completion of loading, tide is not favorable and Vessel does not sail at next favorable tide, time lost thereafter until time of sailing shall not count as lay time.

6 (a). *Safe berth*. The Vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival, which shall be designated and secured by the Charterer, any lighterage being at the expense, risk and peril of the Charterer, provided that the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all expenses incurred, except as stated in Clause 14 hereof. Time consumed on account of shifting shall count as used lay time, except as stated in Clause 14.

7. *Pumping in and out*. The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the charterer or its consignee. The Vessel shall supply her pumps and the necessary steam for discharging in all ports where the regulations permit of fire on board, as well as necessary hands. Should regulations not permit fires on board, the charterer or consignee shall supply, at its expense, all steam necessary for discharging as well as loading, but the owner shall pay for steam supplied to the vessel for all other purposes. If cargo is loaded from lighters, the Vessel, if permitted to have fires on board, shall, if required, furnish steam to lighters at Charterer's expense for pumping cargo into the Vessel.

8. *Hoses*. Hoses for loading and discharging to be furnished by Charterer at its risk and expense.

9. *Dead freight*. Should the Charterer fail to supply a full cargo, the Vessel may, at the Master's option, and shall, upon request of the Charterer, proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however, dead freight shall be paid on the difference between the quantity loaded and the quantity the Vessel would have carried if loaded to her minimum permissible freeboard for the voyage.

10. *Demurrage*. Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate stipulated in Part I for all time that loading and discharging and used lay time as elsewhere herein provided exceeds the allowed lay time herein specified. If, however, demurrage shall be

incurred at ports of loading and/or discharge because of fire or explosion in or about the plant, or because of breakdown of machinery of the Charterer, shipper, or consignee of the cargo, the rate of demurrage shall be reduced to one-half the rate stipulated in Part I hereof per running hour and pro rata of such reduced rate for part of an hour for demurrage so incurred.

11. *Dues, wharfage*. Dues and other charges on the cargo shall be paid by the Charterer, and dues and other charges on the Vessel shall be paid by the Owner. The vessel, however, shall always be free of wharfage, dockage, and quay dues.

12. *Previous cargo*. The last two successive cargoes carried, or to be carried, by the vessel immediately preceding her entering upon this Charter consisted, or will consist, of cargoes as stipulated in Part I hereof.

13. *Heating cargo*. 48 hours before arrival at discharging berth, if required by Charterer, Vessel shall apply heat gradually to cargo so that on arrival at discharging berth cargo is heated to between 85° and 90° Fahrenheit at colls. If required by Charterer, after Vessel has arrived at discharging berth, Vessel shall increase temperature and maintain it to 100° Fahrenheit or over during discharge. Steam shall be supplied at Owner's expense.

14. *Two ports counting as one*. The following: Paulsboro and Philadelphia; Camden and Philadelphia; Antilla and Preston; Deseo and Guantanamo; and any two of the following: Bufadero, Nuevitas, Pastelillo and Puerto Tarafa; Guayabal, Manopla and Santa Cruz del Sur, shall be regarded as in one port, and all expenses incurred in shifting shall be for account of the Owner, except that any extra port charges by reason of calling at the second port in each group shall be for account of the Charterer. The order of ports in any of the foregoing groups shall be at the Charterer's option. Time consumed in shifting shall not count as used lay time.

15. *Ice*. In case port of loading or discharge should be inaccessible owing to ice, the vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterer, Shipper or Consignee, who is bound to telegraph or radio orders for another port (at its option), which is free from ice, and where there are facilities for the loading or reception of molasses in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge as the case may be shall be paid for by the Charterer at the rate stipulated in Part I hereof.

16. If on Vessel's arrival off the port of loading or discharge there is danger of the Vessel being frozen in, the Master shall communicate by telegraph or radio, if available, with the Charterer, Shipper or Consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per Clause 15, where there is no danger of ice and where there are the necessary facilities for the loading or reception of molasses in bulk, or to remain at the original port at their risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the rate stipulated in Part I hereof.

17. *Quarantine*. Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used lay time; but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.

18. If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or stegomyia-free, she shall, before proceeding to a rat-

free or stegomyia-free wharf, be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to the infected wharf he shall bear the expenses of fumigation.

19. *Cleaning.* If requested by the Charterer, the Vessel will steam the tanks, pipes and pumps of the Vessel or Butterworth en route to loading port and there pump water ballast and/or slops into shore tank or barge to be supplied by Charterer immediately on arrival. Any delay in furnishing these facilities shall count as used lay time. Any further cleaning, if required, shall be done by and at the expense of Charterer and time consumed shall count as used lay time. If Charterer does not require additional cleaning at port of loading Owner shall not be responsible for any damage caused to or contamination of cargo, by reason of failure to have the tanks properly cleaned for receiving the shipment. Except as may otherwise be indicated in Part I, the Vessel shall not be responsible for leakage, shrinkage, difference between reported intake and reported output, deterioration, discoloration, or change in quality of the cargo, nor for any consequences arising out of shipping more than one grade of cargo.

20 (a). *Act of God, etc.* The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:—any act, neglect, default or barratry of the master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or Owner, Shipper or Consignee of the cargo, their agents or representatives; insufficiency of packing; insufficient or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from:—Act of God; act of war; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion.

20 (b). *Water ballast.* Charges for handling, storing or disposing of water ballast at loading port to be for account of Charterer.

20 (c). *Taxes.* Any habilitation tax, customs overtime, and taxes on freight at loading or discharging ports, also any unusual taxes, assessment and governmental charges that are not presently in effect but in the future may be imposed on the vessel or freight are to be borne by Charterer.

21. *Jason clause.* In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Owner is not responsible by statute, contract, or otherwise, the cargo,

shippers, consignees, or owners of the cargo shall contribute with the Owner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salving ship is owned or operated by the Owner, salvage shall be paid for as fully as if the salving ship or ships belong to strangers.

22. *General average.* General average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the Owner, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Owner, must be furnished before delivery of the cargo. Such cash deposit as the Owner or his agents may deem sufficient as additional security for the contribution of the cargo and for any salvage and special charges thereon, shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owner before delivery. Such deposit shall, at the option of the Owner, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

23. *Deviation.* The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Owner.

24. *Bills of lading.* Bills of Lading, in the form appearing below, for cargo shipped shall be signed by the Master as requested. Any Bill of Lading signed by the Master or Agent of the Owner shall be without prejudice to the terms, conditions and exceptions of this Charter. The Charterer hereby agrees to indemnify and hold harmless the Owner, the Master, and the Vessel from all consequences or liabilities that may arise from the Charterer or its agents, or the Master, signing bills of lading or other documents inconsistent with this Charter, or from any irregularity in papers supplied by the Charterer or its agents, or from complying with its or its agents' orders.

25. *Clause paramount.* All Bills of Lading issued hereunder shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated therein, and nothing therein or herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of any Bill of Lading issued hereunder be repugnant to said Act to any extent, such term shall be void to that extent but no further.

26. *Both to blame.* If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner,

pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owner against all loss or liability to the other or non-carrying ship or her Owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

27. *Lien.* The Owner shall have an absolute lien on the cargo for all freight, dead freight, demurrage and costs, including attorney's fees, of recovering the same, which lien shall continue after delivery of the cargo into the possession of the Charterer, or of the holders of any Bills of Lading covering the same, or of any storageman.

28. *Agents.* The Owner shall appoint Vessel's agents at all ports.

29 (a). *War clause.* In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Owner or Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the Vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the cargo at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the Owner may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the cargo at port of shipment and upon their failure to do so, may warehouse the cargo at the risk and expense of the cargo; or the Owner or Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the cargo there, may discharge the cargo into depot, lazaretto, craft or other place; or the Vessel may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the Master or the Owner may consider safe or advisable under the circumstances, and discharge the cargo, or any part thereof, at any such port or place; or the Owner or the Master may retain the cargo on board until the return trip or until such time as the Owner or the Master thinks advisable and discharge the cargo at any place whatsoever as herein provided or the Owner or the Master may discharge and forward the cargo by any means at the risk and expense of the cargo. The Owner or the Master is not required to give notice of discharge of the cargo, or the forwarding thereof as herein provided. When the cargo is discharged from the Vessel, as herein provided, it shall be at its own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Owner shall be freed from any further responsibility. For any service rendered to the cargo as herein provided, the Owner shall be entitled to a reasonable extra compensation.

29 (b). The Owner, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply. If the ship is not owned by or chartered by demise to the War Shipping Administration or the Company designated herein (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the War Shipping Administration or the Company designated herein which acts as agent only and shall be under no personal liability whatsoever in respect thereof. If, however, it shall be adjudged that any other than the owner or demise charterer is carrier and/or bailee of the goods all limitations of and exonerations from liability provided by law or by the terms hereof shall be available to such other.

2. In this bill of lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the ship, her owner, master, operator, demise charterer, and if bound hereby the time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, drydock, with or without cargo aboard go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever and wherever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at

the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the ship may proceed or return, directly or indirectly, to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery of, reshipe to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for load-

ing, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure fully to disclose the nature and character of the goods.

7. Goods may be stowed in poop, forecabin, deck house, shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding sec. 1 (c) thereof, or the corresponding provisions of any Carriage of Goods by Sea Act that may be applicable. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Goods or articles carried in any such compartment are at the sole risk of the owner thereof and subject to all the conditions, exceptions and limitations as to the Carrier's liability and other provisions of this bill of lading; and further the Carrier shall not be liable for any loss or damage occasioned by the temperature, risks of refrigeration, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof, or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

8. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in section 4, sub-section 2, a to p inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other

than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

10. General average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship or ships belonged to strangers.

11. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the ship does not expect to discharge, the Carrier or master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping of forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more

stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transshipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of disposition of the goods.

13. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shippers.

14. The goods shall be liable for all expense of mending, cooperage, baling or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of

Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port of place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever ship and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value \$500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be \$500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than \$500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than \$500 per package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and in-

insurance if paid, irrespective of whether any other value is greater or less.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

19. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an agreement to appear.

20. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

21. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

22. Cargo skids and labor on quay are to be provided by ship's agent for account of consignee at current rates, and any cargo which may be ordered for delivery into fiscal deposits, must be taken by an official cartman appointed by the agent of the ship, at current rates for account and risk of consignee.

23. If any bagged or baled goods are landed slack or torn, receiver and/or consignee shall accept its proportion of the sweepings. Ship not responsible for loss of weight in bags or bales torn, mended or with sample holes.

24. Cotton: Description of the condition of the cotton does not relate to the insufficiency of or torn condition of the covering, nor to any damage resulting therefrom and Carrier shall not be responsible for damage of such nature.

25. Specie: Specie will not be shipped or landed by the Carrier; it must be put on board by the shipper, and will only be delivered on board on presentation of the bills of lading properly endorsed; it may be carried on at consignee's risk if delivery is not taken during the ship's stay in port, and in every case the liability of the Carrier shall cease when the specie leaves the ship's deck.

26. *Specified dock discharge.* If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Master, the ship can safely under her own power, proceed to, lie at, and return from said dock or wharf, always afloat at any time of tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and, that otherwise, the ship shall discharge the goods in accordance with Clause 12 of this bill of lading, whereupon Carrier's responsibility shall cease.

27. *Freight collect.* Carrier to place insurance on collect freight for account of carrier, shipper and consignee with losses, if any, payable to carrier. Consignee to pay premium for same; but if premium is higher than shipper or consignee would pay for marine and war risk on cargo difference to be absorbed by the owners.

28. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

§ 303.12 *Size and type of bill of lading.* Said bill of lading when printed shall be of a uniform size 10" x 17", to be printed in type no smaller than 6 point,¹ the back thereof to be printed in two columns. All operators shall at their own expense, under agency agreements now or hereafter in effect, cause said bill of lading to be printed as aforesaid, and any such operator shall indicate its name and may also print appropriate and customary house flags, office addresses, etc., on the face thereof.

§ 303.13 *Authority from master to agent to sign.* Prior to the issuance of said bills of lading for the carriage of goods on any vessel the operator or agent thereof shall obtain the written consent of the Master of said vessel to the execution of said bills of lading, acting for and on behalf of said Master.

§ 303.14 *Special terms and conditions.* The following special terms and conditions, in addition to the terms and conditions set forth in said uniform bill of lading, shall respectively be incorporated in all bills of lading in all trades and on all routes to which they are severally appropriate, and the said special terms and conditions shall follow the general terms and conditions set forth in said uniform bill of lading:

¹"7 point" changed to "6 point" by General Order 16, Supp. 1, July 22, 1942; 7 F.R. 5677.

Special Clauses for Particular Trades

I. At *Pernambuco*, the goods are to be dispatched at custom house within 24 hours of vessel's arrival, or they will be deposited by vessel's agents at consignee's risk and expense.

II. At *Santos*, the custom permits for the landing of these goods at wharf shall be taken out within twenty-four (24) hours after ship's arrival, or the goods may be deposited in hulk or elsewhere at consignee's risk and expense.

III. At *Buenos Aires*, should the authorities order the goods or any portion thereof to be discharged or deposited at the warehouse of the Empresa de las Catalinas the consignees are bound to accept and pay the official or special tariff applicable for the goods.

IV. At *Rosario*, the Gas Mole charges shall be for account of the goods.

V. If in any situation indicated in Article 4 or 5 of this bill of lading, the goods are discharged at any port or place north of Suez, an additional freight of ____ per ton, weight or measurement, ship's option, shall be paid by the shipper and/or consignee, and the same shall be a lien on the goods.

VI. Owing to congestion at customs and bonded stores, Suez cargo may be landed in open spaces at entire risk of owner of goods.

VII. At *Montevideo*, should it be found impossible for the ship to discharge owing to there being no berth, shed, deposit or wagons available, or for lack of space on wharf at berth assigned by port authorities, or for any other cause of "force majeure" or should anything else prevent the ship from discharging on arrival, which will be verified by a declaration of the Administracion Nacional del Puerto (Port Administration), the cargo will be discharged into lighters sent by the agents for the account and risk of the consignees.

VIII. Flour and lard shipped to *Rio de Janeiro* shall be landed at Trapiche, designated by the Carrier's agent at that port, the custom of said port to the contrary notwithstanding.

IX. *Handling charges at Pacific Coast Ports:* Any provisions herein to the contrary notwithstanding, goods may be received and/or delivered by Carrier at ship's tackle and receipt and delivery beyond ship's tackle shall be entirely at the option of the Carrier and solely at the expense of the shipper or consignee.

X. If by reason of ice or other unforeseen accident or occurrence to or in the *Manchester Ship Canal* or its approaches the ship is prevented from proceeding to Manchester in the ordinary course and without delay, the goods shipped hereunder may at Carrier's option be delivered at the port of Liverpool against payment of the then current ocean rate of freight from the port of shipment to that port in addition to any inland freight and charges, or they may be forwarded by the Carrier for delivery at destination at the expense and risk of the owner thereof and against payment of the freight herein provided for.

XI. *London Clause (A)* The Carrier shall, at its option, be entitled to land the goods within mentioned on the quay, or to discharge them into craft hired by it immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the Carrier, and at consignee's risk and expense, the Carrier being entitled to collect the same

charges on goods entered for landing at the docks, as on goods entered for delivery to lighters. Consignees desirous of conveying their goods elsewhere, shall, on making application to the ship's agent, or to the dock or wharf company, within 72 hours, after ship shall have been reported, except as provided hereafter, be entitled to delivery in consignee's lighters or land conveyances at the following rates, to be paid with the freight to the ship's agent, against release, or to the dock or wharf company, if so directed by the ship's agent, viz.: Following wooden goods in packages; clothes-pegs, handles, blind rollers, hubs, spokes, wheels, and oars, 1/3 per ton measurement; hops, 2/9 per ton weight; lumber and logs, 2/- per ton measurement or 2/6 per ton weight at ship's option; slates, 2/- per ton weight; wheaten flour, 1/3 per ton weight. All other general cargo 1/9 per ton weight or measurement at ship's option; minimum charge, one ton.

(B) Grain for overside delivery is to be applied for within twenty-four hours of ship's arrival (for thereafter immediately it becomes clear) at any dock, quay, river wharf or other wharf or landing place selected by the ship owners or agents. In the absence of sufficient consignee's craft, with responsible persons in charge, to receive as fast as ship can discharge overside into lighters during usual working hours, the Master or agent may land or discharge into lighters at the risk and expense of the consignee. The Carrier or agent may land or discharge continuously day and/or night, any grain landed or discharged for ship's convenience during usual working hours (consignee's craft being duly in attendance) and any grain that may be landed or discharged before or after usual working hours (whether craft or then in attendance or not) is to be given up free to consignee's craft applying for same within seventy-two hours from its landing or discharge; otherwise it will be subject to the usual dock, quay, river wharf or other wharf or landing place charges.

An extra freight of 7d. per ton shall be paid to the Carrier or agent on each consignment of grain whether any portion be landed or not. The grain is to be weighed at time of discharge, either on deck and/or dock, quay, river wharf or other wharf or landing place and/or craft at ship's option. Working out charges (including weighing) as fixed by the Port of London Authority for grain in bulk and/or ship's bags are to be paid by the consignee with the freight to the ship's agent or to the authorized representative of the dock, quay, river wharf or other wharf or landing place if so directed by the ship's agent in exchange for release. Neither party shall be liable for any interference with the performance of the contract herein contained, which is caused by strikes, or lock-out of seamen, lightermen, stevedores, or shore laborers, or railway or transport or other disturbances of any kind or in furtherance thereof, whether partial or otherwise, nor for any consequences thereof, and in such case the Carrier or agent shall be entitled to land or put into craft at the risk and expense of consignee. In case the grain shipped under this bill of lading forms part of a larger bulk, each bill of lading is to bear its proportion of shortage and damage, if any.

(C) Acetone, asphalt, carbon black, celluloid, cotton, cotton waste, hay, hemp, hydrolene, istle, jute, lampblack, illuminating and oil of all kinds, whether animal, vege-

table, or mineral, and the liquid products of them or any of them, pitch, rags, rosin, straw, tar, turpentine, varnish, wood spirits, also any other goods of a more or less hazardous nature. Consignees to have craft in attendance immediately on ship's arrival at any discharging berth selected by the Carrier, to take delivery from ship or otherwise (at ship's option), of any of the above-mentioned commodities, the Carrier having the option of working continuously by day and/or night, and consignees to pay 1/3d. per ton weight or measurement at ship's option. If consignee's craft is not in attendance, the goods may be put into Captain's entry craft at risk and expense of consignees.

(D) Refrigerator cargo. Goods may be discharged immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the Carrier, who shall have the option of working continuously day and/or night and are to be removed by consignees within 24 hours after ship shall have been reported at the Custom House. Consignee is to pay 1/9d. per ton weight or measurement at ship's option, otherwise the Carrier has the right of removing or of calling upon the dock, quay or wharf authorities to receive or remove all or any part thereof for storage or realization of consignee's risk and expense.

(E) In the case of heavy timber of rafting size delivered into the water in one of the docks in the river Thames, each consignee of such timber shall pay two-thirds of the ship's dock dues payable in respect of the space occupied by his portion of such cargo so delivered into the water.

Craft which are in attendance for delivery under above clauses and stipulations shall wait free of demurrage their regular turn to receive goods or grain as required by Carrier, either from ship or quay or Captain's entry craft.

All Port of London Authority charges are to be paid by consignee of the goods, and the Carrier shall have the same lien, rights, and remedies on goods or grain referred to in the above clauses or under any other clauses of the bill of lading, as they have by law in respect to freight.

This London Clause is, in respect of goods destined to that port, to form part of this bill of lading, and any words at variance with them are hereby cancelled.

XII. On all shipments, forwarded to Lourenco Marques, Mombasa, and ports for transshipment, the landing, lighterage, and delivery charges, and pier dues at destination are to be paid by consignee.

§ 303.15. *Special arrangements on the face of bill of lading.* The operator shall, upon previous advice to War Shipping Administration, incorporate in bills of lading any special arrangements on the face thereof and any other special clauses respectively appropriate to the trade and route undertaken.

§ 303.16. *Short form bill of lading.* If or when a short form of bill of lading shall have been approved incorporating by reference the aforesaid terms and conditions of carriage it shall be used with the same force and effect as though the said terms and conditions had been set forth in full therein.

§ 303.17. *Government form of bill of lading.* Property of the United States

of America required to be shipped pursuant to the Government Form of Bill of Lading (Standard Form No. 1058) shall continue to be so shipped and the carrier's bill of lading therein referred to shall be deemed to mean the bill of lading herein approved.

§ 303.18. *Not used for bulk carriage.* The bill of lading herein approved need not be employed for bulk cargoes (without count or mark) customarily carried pursuant to receipt forms of bills of lading issued under charters or other contracts of affreightment.

§ 303.19. *Approval of other forms of bills of lading.* The right is reserved to approve other forms of bills of lading or clauses as the Administrator may deem appropriate in special circumstances.

§ 303.20. *Clause 27 optional.* Clause 27 of this General Order shall be included in the printed form of bill of lading whenever customary in a particular trade; otherwise it may be omitted. Where used it may be amended by striking therefrom the word "owners" and substituting therefor the word "carrier."

[General Order No. 16, approved July 6, 1942, 7 F.R. 5246]

§ 303.21. *Uniform bill of lading for barges, tugs and other vessels used in barge service, warshipstowblading.* (a) All operators of vessels used in barge services for the use or account of the United States of America in domestic or foreign commerce shall, on or before August 15, 1942, use or cause to be used only the Uniform Bill of lading identified as Form No. 108 Warshipstowblading 8/1/42, which shall be in the form attached.

(b) The operators shall, upon previous advice to War Shipping Administration, incorporate in such bills of lading any special arrangements on the face thereof and any other special clauses respectively appropriate to the trade and route undertaken.

(c) If or when a short form of bill of lading shall have been approved incorporating by reference the aforesaid terms and conditions of carriage it shall be used with the same force and effect as though the said terms and conditions had been set forth in full therein.

(d) Property of the United States of America required to be shipped pursuant to the Government Form Bill of Lading (Standard Form No. 1058) shall continue to be so shipped and the Carrier's bill of lading therein referred to shall be deemed to mean the bill of lading herein approved.

(e) The right is reserved to approve other forms of bills of lading or clauses as the Administrator may deem appropriate in certain circumstances.

¹This paragraph was added by General Order 16, Supp. 3, July 30, 1942; 7 F.R. 6017.

Warshiptowblading
8/1/42
Form No. 108

UNITED STATES OF AMERICA ACTING BY AND THROUGH THE WAR SHIPPING ADMINISTRATION BY AGENT

Received from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the vessel can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges thereon. If the goods in whole or in part are shut out from the vessel named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available vessel.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and reverse hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and vessel in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the vessel at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

Barge: _____ Voyage No. _____
Port of Loading: _____
Shipper: _____
Consignee: Order of _____ or assigns _____
If consigned to Shipper's Order arrival notice to be addressed to _____

(Without Liability to carrier, see Clause 11 hereof)
Port of Discharge from Ship: _____
(If goods to be transhipped at port of discharge)
Destination of Goods: _____
(See Clause 10 hereof)

THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 3 HEREOF, PARTICULARS FURNISHED BY SHIPPER OF GOODS

Marks and numbers	Quantity or number of pieces or packages	Description of goods	Gross weight, pounds	Measurement
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

----- @ --- per 100 lbs. ----- \$-----
----- @ --- per 2,240 lbs. ----- \$-----
----- ft. in. @ --- per cub. ft. ----- \$-----
----- ft. in. @ --- per cub. ft. ----- \$-----
----- @ --- ----- \$-----
----- \$-----
*Freight to be prepaid—To collect \$-----
----- \$-----

*(Cross out words not applicable)

In accepting this bill of lading the shipper, consignee, and owner of the goods agree to be bound by all of its stipulations, exceptions, and condition, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE WAR SHIPPING ADMINISTRATION.

By: _____
As Agent

By: _____
B/L No. _____

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the vessel and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or mis-delivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier.

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of section 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

2. The contract voyage contemplates carriage of the goods herein described by barge, lighter or other craft, whether or not self-propelled and in this bill of lading the word "vessel" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the vessel, the tug or other towing vessel used thereby, her owner, master, operator, demise charterer, and if bound hereby any time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the vessel may sail or be towed beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may for matters occurring before loading the goods, known or unknown at the time of such load-

ing and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo aboard go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the vessel may proceed or return, directly or indirectly, to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the vessel, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharges, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such governments or of any department thereof, or by any committee or person having under the terms of the war risk insurance on the vessel, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery or, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with

any direction, condition or agreement imposed upon or exacted from the Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates or terminal charges in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure to disclose fully the nature and character of the goods.

7. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding sec. 1 (c) thereof.

Due to existing war conditions and to consequent lack of tonnage it is agreed that the goods herein described may be transported by a vessel not licensed, constructed or equipped for the contract voyage and all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or consignee.

8. If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other on non-carrying vessel or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

9. General Average shall be adjusted, stated and settled, according to Rules 1 to 15 inclusive, 17 to 22 inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by these rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and

allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving vessel or vessels belonged to strangers.

10. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the vessel does not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the vessel expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form or bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transshipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transshipment the goods may be stored ashore or

afloat at their risk and expense and the Carrier shall not be liable for detention.

11. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in receiving or discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification or disposition of the goods.

The cargo or cargoes shall be delivered and received alongside the Vessel, where she can load and discharge always safely afloat, and proceed and return always safely afloat, within reach of her tackles; and lighterage and also extra lighterage, if any, shall be at the risk and expense of the cargo.

12. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shipments.

13. The goods shall be liable for all expense of mending, cooerage, baling or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

14. Freight shall be payable on actual gross intake weight or measurement or, at Car-

rier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring, and valuing the goods. Full freight shall be paid on damaged or unound goods. Freight on sugar shall be payable as follows: Eighty-five percent (85%) of freight payable in cash on the basis of gross bill of lading weight on arrival of Vessel at discharging berth to the order of Vessel, Owner, Operator or Agent, and on final discharge of cargo any over or short payment to be adjusted on the gross landed weight as determined by Public Weighers' returns, free of discount or interest. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever vessel and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the port of discharge, at the demand rate of New York exchange as quoted on the day of the vessel's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

15. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

16. In case of any loss or damage to or in connection with goods exceeding in actual value \$500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be \$500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than \$500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of goods is less than \$500 per package or other freight unit, their

value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

17. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice provided for.

18. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over Carrier and/or the ship by service of process or by an agreement to appear.

19. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

20. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

21. Cargo skids and labor on quay are to be provided by vessel's agent for account of consignee at current rate, and any cargo which may be ordered for delivery into fiscal deposits, must be taken by an official cartman appointed by the agent of the vessel, at current rates for account and risk of consignee.

22. If any bagged or baled goods are landed slack or torn, receiver and/or consignee shall accept its proportion of the sweepings. Ship not responsible for loss of weight in bags or bales torn, mended or with sample holes.

23. The carriage herein contemplated is upon a multiple tow basis, any custom or practice of the trade to the contrary notwithstanding; and it shall not be deviation or a violation of this contract for the carrier to proceed to other point or points whether or not within the same port for the purpose of making tow and whether or not such other point or points are in or out of the advertised, geographical, usual or ordinary route or order.

24. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper,

any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the vessel at the port of discharge in exchange for delivery order.

25. Public Weighers' count shall be used in determining outturn of sugar cargo, and if there be any dispute in reference to count, an adjustment of such dispute must be arrived at immediately as the truck passes over the Public Weighers' scale, which must be located near the Government scale, and this adjustment must be made by a representative each of the Shipper, the Vessel, and the Consignee, and the decision arrived at by a majority of these three parties is to be final and binding on all parties hereto. Vessel shall be furnished with as many copies of Public Weighers' certificate as may be required, free of charge.

[General Order 16, Supp. 2, approved July 27, 1942; 7 F.R. 6014]

PART 304—LABOR

Sec.	
304.1	Creation of Pacific Coast Maritime Industry Board.
304.2	Membership.
304.3	Delegation of power.
304.4	Consultation with Pacific Coast Director of Administration.
304.5	Surveys.
304.6	Rules and regulations.
304.7	Reports to Administrator.
304.8	Restrictions of employment of certain foreign nationals on American flag vessels.
304.9	Restriction of employment of certain foreign nationals on Panamanian and Honduran flag vessels.
304.10	Employment of officers and crews for all American flag vessels and Panamanian and Honduran flag vessels.

AUTHORITY: §§ 304.1 to 304.10 inclusive issued under E.O. 9054; 7 F.R. 837.

§ 304.1 *Creation of Pacific Coast Maritime Industry Board.* There is hereby created a Pacific Coast Maritime Industry Board (hereinafter referred to as the Board) as an agency of and within the War Shipping Administration.

§ 304.2 *Membership.* The Board shall consist of five members: a Chairman (and a Vice-Chairman to act in his absence), two representatives of the owners, operators, or agents on the Pacific Coast, and two representatives of the longshore unions on the Pacific Coast:

(a) *Chairman.* The Chairman shall be appointed by the Administrator.

(b) *Employer and Union Representatives and Alternates.* The representatives of the employers and the unions shall be appointed by the Administrator. He may also designate two employer alternates and four union alternates. The four union alternates shall be divided equally by the A. F. of L. and C. I. O. unions. In matters arising in ports in which the A. F. of L. unions represent the stevedores for collective bargaining purposes, the two A. F. of L. alternates shall, at the request of the Chairman, serve on the Board as the union representatives. The Administrator may at any time revoke such employment or designation as representative or alter-

nate and make a new appointment or designation.

(c) *Vice-chairman.* The Vice-Chairman shall be selected by the Chairman with the approval of the Administrator, and will act as Chairman in the absence of the Chairman and shall have full power granted to the Chairman.

§ 304.3 *Delegation of power.* Subject to such directives as may be issued and such policies as may be determined by the Administrator, the Board shall have all the power vested in the Administrator by Executive Order of the President, (No. 9054), dated February 7, 1942, to coordinate the efforts of the employer and employee groups on the Pacific Coast for the purpose of increasing efficiency in loading and discharging vessels in that area.

§ 304.4 *Consultation with Pacific coast Director of Administration.* The Board shall consult with the Pacific Coast Director of the War Shipping Administration with regard to matters that affect efficiency in the Longshore Industry as well as with regard to matters that affect efficiency in the Marine and Longshore Industries jointly.

§ 304.5 *Surveys.* The Board shall from time to time conduct surveys of the loading and discharging of vessels on the Pacific Coast for the purpose of recommending to the Administrator and to the Industry (employer and employee groups alike) measures to increase the efficiency thereof; to devise methods to increase efficiency and also ways and means to waive collective bargaining agreements and any rights therein of either party to such agreements if the Board determines such waiver to be in the interest of the war effort.

§ 304.6 *Rules and regulations.* The Board shall have power to promulgate rules and regulations appropriate for the performance of its duties.

§ 304.7 *Reports to Administrator.* The Board shall from time to time report to the Administrator on its activities hereunder and on the status of the efficiency of ship loading and discharging operations on the Pacific Coast, insofar as such operations are related to the prosecution of the war effort. [General Order No. 5, approved March 11, 1942, 7 F.R. 2176]

§ 304.8 *Restrictions of employment of certain foreign nationals on American flag vessels.* All owners, operators, and agents of vessels registered under the laws of the United States of America, are hereby instructed not to employ on any vessel registered under the laws of the United States of America any Norwegian, Netherlands, Belgian, Polish, Yugoslavian, Greek or British national who was not so employed on April 8, 1942, or had not been so employed prior thereto, except by consent of a properly accredited consular representative of the nation involved. (Addition to General Order No. 5, approved February 7, 1942, 7 F.R. 2761)

§ 304.9 *Restriction of employment of certain foreign nationals on Panamanian and Honduran flag vessels.* All owners, operators, and agents of vessels registered under the laws of the Republics of Panama and Honduras, are hereby instructed not to employ on any vessel registered under the laws of the Republics of Panama or Honduras any Norwegian, Netherlands, Belgian, Polish, Yugoslavian, Greek or British national who was not so employed on April 8, 1942, or had not been so employed prior thereto, except by consent of a properly accredited consular representative of the nation involved. [Addition to General Order No. 5, approved February 7, 1942, 7 F.R. 2761]

§ 304.10 *Employment of officers and crews for all American flag vessels and Panamanian and Honduran flag vessels.* All owners, operators, agents, Maritime Unions and others employing officers and crews for vessels registered under the laws of the United States of America and the Republics of Panama and Honduras will be governed by the following regulations:

(a) Graduates of the following training stations, who have not previously accepted positions prior to the date of this Order, may be employed upon graduation only through the offices of the Recruitment and Manning Organization of the War Shipping Administration:

Fort Trumbull, New London, Conn.
Government Island, Alameda, Calif.
United States Merchant Marine Academy, New York, N. Y.
California Maritime Academy.
Maine Maritime Academy.
Massachusetts Maritime Academy.
New York State Maritime Academy.
Hoffman Island, New York, N. Y.
St. Petersburg, Fla.
Sheepshead Bay, N. Y.
Port Hueneme, Calif.
Gallups Island Radio School, Boston, Mass.

(b) All graduates of the aforesaid training schools shall be assigned to ships through the offices of the Recruitment and Manning Organization, located at:

(1) 200 Bush Street, San Francisco, California;
(2) 45 Broadway, New York, New York;
(3) Federal Office Building, New Orleans, Louisiana; and
(4) Such other port offices as the Director of the Recruitment and Manning Organization may designate.

(c) Graduates of the aforesaid training stations who are assigned to vessels operating under preferential collective bargaining agreements with maritime unions with respect to the particular ratings involved will, upon the request of the union having such agreement, be assigned to vessels through the office of the Recruitment and Manning Organization via the established union hiring hall or employment center operated by said maritime union.

(d) All owners, operators, agents, maritime unions and other persons employing officers and crews are requested immediately to advise the Recruitment

and Manning Organization, War Shipping Administration, Washington, D. C., of any agreements with, or commitments to, any trainee who is now in training at one of the aforesaid training stations, concerning employment upon his graduation, including in such information the name of the trainee, the date of his graduation, and the substance of the agreement or commitment.

(e) This order shall take effect immediately. (Approved July 25, 1942) [General Order No. 17, 7 F.R. 5785]

PART 305—INSURANCE

AUTHORITY: §§ 305.1 to 305.42, inclusive, issued under Pub. Law 482, 77th Congress; §§ 305.50 to 305.71, inclusive, issued under 49 Stat. 1985; 46 U.S.C., ch. 27.

WAR RISK INSURANCE

Pursuant to the authority contained in the Act approved March 6, 1942 (Public Law 482—77th Congress, 2d Session), the following rules and regulations for the underwriting by the War Shipping Administration of war risk insurance on hulls, cargoes and crew interests are hereby promulgated.

WAR RISK INSURANCE

SUBPART A—GENERAL RULES

Sec.	
305.1	Submission of risks.
305.2	Requests for quotations.
305.3	Expiration of quotations.
305.4	Acceptance of quotations and evidence thereof.
305.5	Attachment of insurance.
305.6	Reservation of right to decline quotation.

SUBPART B—SPECIAL RULES APPLICABLE TO WAR RISK INSURANCE ON CARGO

305.11	Information required for cargo quotations.
305.12	Time for shipment.
305.13	Interruption or termination of transit.
305.14	Special clauses.
305.15	Cancellation of insurance.
305.16	Coverage at intermediate ports.

SUBPART C—SPECIAL RULES APPLICABLE TO WAR RISK INSURANCE ON HULL

305.21	Information required for hull quotations.
305.22	Time for sailing.
305.23	Risks accepted subject to current rules, etc.
305.24	Safe in port warranty.
305.25	Fixed rates on fleets.

SUBPART D—RULES APPLICABLE TO WAR RISK INSURANCE ON CREW INTERESTS

305.31	Information required for crew interests quotations.
305.32	Decisions of maritime war emergency board.

SUBPART E—AMENDMENTS TO RULES

305.41	Incorporation of amendments in bulletins.
305.42	Schedules of war risk rates.

OPEN CARGO RISK INSURANCE

305.50	Rules of procedure on open cargo war risk insurance on import cargoes.
305.51	Application form for open policy.
305.52	Standard form of provisional report.
305.53	Standard form of closing report.
305.54	Standard form of letter for transmittal of collateral deposit fund.
305.55	Standard form of application for return premium.

- 305.56 Standard form of application for appointment of underwriting agent.
- 305.57 Certificate of designation of underwriting agent.
- 305.58 Standard form of underwriting agency agreements.
- 305.59 Standard form of Warshipopencargo policy, Part 1.
- 305.60 Standard form of Warshipopencargo policy, Part 2.
- 305.61 Standard form of surety bond.
- 305.62 Extended transshipment clause.
- 305.63 Goods sold while en route.
- 305.64 Goods insured by shipper.
- 305.65 Goods imported for account of third parties.
- 305.66 Exports to territories and possessions of the United States; inclusive endorsement.
- 305.67 Exports to territories and possessions of the United States; exclusive endorsement.
- 305.68 Shipments between ports in the continental United States.
- 305.69 Authorization to agents to execute endorsements.
- 305.70 Definition of imports.
- 305.71 Privilege to place additional insurance.

SUBPART A—GENERAL RULES

§ 305.1 *Submission of risks.* All risks should be submitted by letter or telegram addressed to the War Shipping Administration, Washington, D. C., and directed to the attention of the Wartime Insurance Committee. Where risks are offered by telephone, telegraphic confirmation must also be received by the Wartime Insurance Committee before any quotation will be made.

§ 305.2 *Requests for quotations.* Requests for quotations should be received by the Wartime Insurance Committee not later than 4:00 P. M. (Eastern War Time) on the date quotation is desired.

§ 305.3 *Expiration of quotations.* Unless otherwise stipulated by the Wartime Insurance Committee, quotations will hold good until 3:00 P. M. (Eastern War Time) of the first business day following quotation and will expire at that time if not accepted.

§ 305.4 *Acceptance of quotations and evidence thereof.* Acceptance of quotation must be evidenced by (a) telegraphic notice to the Wartime Insurance Committee filed prior to 3:00 P. M. (Eastern War Time) of the first business day following quotation, and (b) delivery of a certified check, cashier's check or money order, made payable to the War Shipping Administration and bearing the serial number of the binder for identification, to War Shipping Administration, Washington, D. C., or any of the following district agents, managers and/or representatives: Baltimore, Md., Boston, Mass., Galveston, Texas, Los Angeles, Calif., Mobile, Alabama, New Orleans, La., New York, N. Y., Norfolk, Va., Philadelphia, Pa., Seattle, Wash., not later than 3:00 P. M. (Eastern War Time) of the first business day following quotation.

§ 305.5 *Attachment of insurance.* No insurance will attach until acceptance of risk has been affected as provided above.

§ 305.6 *Reservation of right to decline quotation.* The Administration reserves the right to decline to quote on any risk submitted, or to defer quoting on risks where prompt sailing of the vessel is not anticipated.

SUBPART B—SPECIAL RULES APPLICABLE TO WAR RISK INSURANCE ON CARGO

§ 305.11 *Information required for cargo quotations.* All requests for quotations, if forwarded by mail, should contain the following information: (a) Name of party to be insured; (b) Payee in event of loss; (c) Description and quantity of goods; (d) Identification of goods insured (i. e. marks and numbers, bill of lading number, or other specific identification); (e) voyage to be insured; (f) Amount of insurance; (g) Name of vessel or steamship line, if known; (h) Anticipated date of shipment from point of origin, whether port or interior. Requests for quotations made by telegram should not contain vessel's name or anticipated date of shipment, but such information should be included in an air mail letter of even date and telegram should state that such a letter has been sent. Copy of said air mail letter should be attached to check delivered to Administration for payment of premium.*

§ 305.12 *Time for shipment.* Risks insured by the Administration must be shipped and in transit within 30 days of date of binder, unless extension of this period is granted by the Wartime Insurance Committee.

§ 305.13 *Interruption or termination of transit.* If transit of goods is interrupted or terminated by the shipper, the consignee, or the assured, or any party acting under their instructions, the insurance shall forthwith terminate unless otherwise agreed on behalf of the Administration by the Wartime Insurance Committee.

§ 305.14 *Special clauses.* All insurances shall be subject to the following clauses, unless otherwise stipulated by the binder:

(a) *Valuation of goods.* In event of loss the valuation of the goods insured hereunder shall not exceed the invoice cost, or if there be no invoice the value of the goods at time and place of shipment, plus transportation and insurance costs actually incurred with respect to the shipment, plus 10%.

(b) *Not water-borne warranty.* Warranted that the goods insured hereunder have not become water-borne on overseas vessels on or prior to the date of this insurance.

Provided, however, That on shipments attaching in United States ports, the following clause may, upon application, be substituted for clause (b)

(c) *Good safety warranty.* Warranted that the interest insured is in good safety in a United States port at day and hour of attachment of risk.

§ 305.15 *Cancellation of insurance.* Insurance once bound is not subject to cancellation unless the goods insured

are not shipped and unless policies and binder are returned for cancellation.

§ 305.16 *Coverage at intermediate ports.* Where application therefor is made at the time insurance is bound, the Administration will consider granting, at additional premium, the following indorsement:

In consideration of an additional premium of \$..... it is understood and agreed that Clause 4 (c) of this policy is deleted. It is further understood and agreed that if, owing to circumstances beyond the control of the Assured, the merchandise insured hereunder is landed at an intermediate port other than the intended port of discharge, this insurance shall continue in force subject to all of its terms until the Assured has had a reasonable opportunity to forward the goods to their intended destination, or substituted destination, or to dispose of said goods at port of landing. In the event that prior to the termination of this insurance said goods are forwarded to substituted destination as aforesaid this policy shall continue to cover, subject to its terms, to such substituted destination without further additional premium.

SUBPART C—SPECIAL RULES APPLICABLE TO WAR RISK INSURANCE ON HULL

§ 305.21 *Information required for Hull Quotations.* All requests for quotations, if forwarded by mail, should contain the following information: (a) Flag of vessel; (b) Name of owner; (c) Voyage for which quotation requested and anticipated number of days involved; (d) Amount of insurance requested and total value of vessel for war risk insurance purposes; (e) Statement as to commercial war risk insurance rates; (f) Name of vessel; (g) Expected sailing date. If such requests are forwarded by telegram, name of vessel and sailing date must not appear in the telegram; but such telegram must be supplemented by an air mail letter of even date providing such information, and the telegram must state that such a letter has been sent. Copy of said air mail letter should be attached to check delivered to Administration for payment of premium.

§ 305.22 *Time for sailing.* Vessels insured by the Administration must sail within 30 days of acceptance of risk unless an extension is granted by the Administration and an additional premium paid, if required, or unless some shorter period of time is stipulated by the Administration at time of quotation.

§ 305.23 *Rules accepted subject to current rules, etc.* All risks accepted by the Administration will be subject to the current rules, regulations, conditions and policy forms as prescribed by the Administration, and to the possession by the Assured of a United States Warrant, and in certain instances of a British Ship Warrant.

§ 305.24 *Safe in port warranty.* Unless otherwise specially agreed, all insurances shall be subject to the following warranty:

Warranted vessel safe in port at time of attachment of this insurance.

§ 305.25 *Fixed rates on fleets.* Where an owner desires to insure all of his vessels, or all of his vessels operating in a stated trade, with the War Shipping Administration, the Administration will give consideration to naming fixed rates for all risks attaching within a period of 30 days or 60 days. Where such rates are named by the Administration they must be accepted within 48 hours or such other period as may be stipulated by the Administration. Thereafter, the owner has an obligation to report all such risks to the Administration but no insurance shall attach until such report is made and premium paid as hereinbefore specified. Such reports, containing name of steamer and attachment date, should not be sent by telegram but should be mailed in sufficient time to permit receipt by the War Shipping Administration prior to date of attachment of risk.

SUBPART D—RULES APPLICABLE TO WAR RISK INSURANCE ON CREW INTERESTS

§ 305.31 *Information required for crew interests quotations.* Insurances on crew interests must be submitted to the Administration in accordance with the rules specified for insurance on hulls but the request for quotation should include: (a) Where crew life and dismemberment insurance is required, a statement of the total number of master, officers and crew and total amount of insurance desired; (b) Where insurance covering crew's personal effects is required, a statement of the total amount of such insurance desired, and (c) Where insurance covering owners liability for wages and emergency wages during repatriation or detention is required, a statement as to the annual payroll and as to the total amount of insurance desired. Where insurance is desired for more than one year's wages, the rate quoted by the Administration will be applied to the annual payroll.

§ 305.32 *Decision of Maritime War Emergency Board.* Subject to the limits of insurance requested by the owners of the vessel in each case, insurances on crew interests will be in accordance with the decisions of the Maritime War Emergency Board, in effect at time of binding risk.

SUBPART E—AMENDMENTS TO RULES

§ 305.41 *Incorporation of amendments in bulletins.* Amendments to these rules and regulations will be incorporated in a series of bulletins which will be issued by the Administration from time to time and which will be numbered consecutively. Copies of these bulletins will be available upon request to parties properly interested therein. The foregoing rules and regulations will be incorporated in Bulletin No. 1 of such series.

§ 305.42 *Schedules of war risk rates.* Schedules of war risk rates will be similarly issued by the Administration. Where special circumstances exclude particular ships or cargoes from the rates quoted in the bulletins, rates may be named upon application to the War-time Insurance Committee. (Approved,

March 16, 1942) [General Order No. 6, 7 F.R. 2748]

OPEN CARGO RISK INSURANCE

Effective as of August 1, 1942, the War Shipping Administration is prepared to provide open cargo war risk insurance policies covering imports to the continental United States (excluding Alaska), from foreign ports and from territories and possessions of the United States (including Alaska). Such open policies will be subject to the standard war risk import open cargo policy form of the War Shipping Administration hereinafter referred to as the Warshipopencargo Form and published in the FEDERAL REGISTER as a part hereof. All such policies will be issued on behalf of the War Shipping Administration by Underwriting Agents appointed by the Administration for this purpose. Underwriting Agents will in all instances be insurance companies licensed to do a marine insurance business in a State of the United States.

§ 305.50 *Rules of procedure on open cargo war risk insurance on import cargoes.* The following specific rules have been promulgated in connection with insurance under such open policies:

(a) Applications for open policies must be filed in accordance with the form attached hereto, such filing to be made to an Underwriting Agent of the War Shipping Administration. All applications for open policies must specify the basis of valuation to be incorporated therein. The Assured shall have the option at the time of application of selecting one of the two following alternative bases of valuation:

(1) Invoice cost, plus transportation and insurance charges actually incurred with respect to the insured shipment, plus such percentage thereof as may be specified in the policy but not exceeding 10%. Where invoice is in foreign currency, amount to be converted to U. S. dollars at the mean rate of exchange at New York upon date of shipment as indicated by the Bill of Lading or otherwise.

(2) A value per unit to be specified in the policy.

Regardless of which option is selected, the assured shall recover only his actual out of pocket loss and the policy shall embody the following clause:

"In the event of loss the Assured shall be required to file an affidavit to the effect that the amount claimed does not exceed the actual bona fide pecuniary loss of the Assured exclusive of any allowance for anticipated or accrued profit arising out of the insured venture. Such affidavit shall be subject to the provisions of section 35 (a) of the Criminal Code."

(b) All applications for open cargo war risk insurance policies must maintain with the War Shipping Administration either a collateral deposit fund or a surety bond subject to the following regulations:

(1) Applicant wishing to establish a collateral deposit fund in compliance with the foregoing may do so by depositing with the Underwriting Agent of the War Shipping Administration through whom the open policy is to be issued a

certified check or cashier's check payable to the order of the Treasurer of the United States in an amount as hereinafter provided, together with a letter of transmission in duplicate in accordance with the attached form. Such deposit when received will be held under a serial number assigned thereto until the cancellation of said open cargo policy and until final settlement of all premiums due thereunder has been effected. Until such time no part of such collateral deposit fund will be returned to the depositor unless otherwise specifically agreed by the War Shipping Administration. Assureds depositing additional certified or cashier's checks or money orders with the Underwriting Agent in order that their collateral deposit fund may be at all times sufficient to comply with Clause 13 of Part II of said Open War Risk Insurance Policy should refer to the serial number given to the original deposit as provided in Paragraph C of this bulletin.

In the event any Assured fails to pay all premiums due under any Open War Risk Insurance Policy issued to him by the War Shipping Administration as the same become due and payable, the War Shipping Administration reserves the right to cancel the policy in accordance with its terms and to deduct such due amounts from such Assured's collateral deposit fund.

No deposit will be accepted in accordance with the terms of this supplement unless amounting to \$1,000.00 or more.

(2) Applicant wishing to furnish a surety bond in compliance with the foregoing shall present to the Underwriting Agent of the War Shipping Administration through whom the policy is issued a surety bond executed by the Assured as Principal and by the Surety, the bond to be in the amount desired by the Assured: *Provided, however,* That in no event shall it be for an amount less than \$1,000. The sufficiency of the surety shall be subject to approval by the War Shipping Administration: *Provided, however,* That the Underwriting Agent may accept on behalf of the War Shipping Administration a surety bond executed by a surety on the approved list of the Treasury Department for the acceptance of bonds to secure obligations due the United States, provided the bond is within the maximum amount for which the surety is so authorized to write bonds as shown by the said approved list.

If the proposed surety is not on said approved list, the Underwriting Agent, before accepting the surety bond, shall first secure the specific written approval of the Assistant Deputy Administrator for Fiscal Affairs, War Shipping Administration, or his properly authorized designee.

In the event any Assured fails to pay all premiums due under any open war risk insurance policy issued to him by the War Shipping Administration as the same become due and payable, the policy will be subject to cancellation and the premium involved will become a liability collectible under said bond.

The form of bond shall be as hereinafter set forth, and no variation there-

§ 305.53 Standard form of closing report. To be filed in duplicate.

NOTE: This report must be sworn to by use of affidavit on reverse hereof.

Monthly closing report for the month of _____, 1942.

Assured _____

Agent's No. _____ Policy No. _____

Closing Report No. _____

Do not use this space				Check Deposited
Rate verified.....	.....	Premium verified.....	.....
Footings verified.....	.....	Summary Posted.....	.....	Date
				Receipt No.

Risk No.	Provisional No.	Descriptive		Document No.	Marks and Numbers	Quantity of goods	Type of goods or Merchandise	Voyage	Arrival Date	Amount	Rate	Premium	Remarks
		Rate	Type										

AFFIDAVIT TO BE ATTACHED TO CLOSING REPORT

COUNTY OF _____

State of _____, ss:

_____ being first duly sworn, deposes and says that he is the Assured named in Open Cargo War Risk Policy No. _____ issued by the War Shipping Administration, or the _____ of said Assured, a _____, and does hereby certify, warrant, represent and affirm on his own behalf and on behalf of said Assured that the information set forth herein is in all respects a true accurate and complete list of all goods shipped to or consigned to the Assured and for his account and risk, or shipped to other parties within the United States for the account and risk of the Assured under Ocean Bills of Lading and arriving at port of destination in the continental United States during the month ending _____, 1942 and includes a true, accurate and complete list of all such goods which failed to arrive by reason of loss, frustration or similar cause with respect to which knowledge of such non-arrival has become known to the Assured during said month. The foregoing information is furnished by Assured pursuant to the terms and conditions of said Open Cargo War Risk Insurance Policy and is provided by affiant and Assured with full knowledge that War Shipping Administration will rely thereon and with the intent and purpose of inducing the War Shipping Administration to rely thereon.

Subscribed and sworn to before me this day of _____, 1942.
_____, Notary Public.

Attention is directed to section 35 (a) of the Criminal Code of the United States which provides for punishments ranging as high as 10 years imprisonment or ten thousand dollars fine, or both, for filing false, fictitious, or fraudulent documents with a department or agency of the United States.

§ 305.54 Standard form of letter for transmittal of collateral deposit fund.

COLLATERAL DEPOSIT FUND TRANSMITTAL FORM

UNITED STATES OF AMERICA WAR SHIPPING ADMINISTRATION

Policy No. _____
Amount Inclosed \$ _____
To: War Shipping Administration.
C/O _____ Underwriting Agent

Inclosed herewith is certified or cashier's check drawn to the order of the Treasurer

of the United States in the above sum to be held by the War Shipping Administration as a collateral deposit fund under the above numbered WARSHIPOPENCARGO policy pursuant to all of the terms and conditions of said policy, and such additional conditions and regulations as may be promulgated from time to time by the War Shipping Administration, and published by the War Shipping Administration in the Federal Register as provided in said policy.

Dated: _____
_____, Assured
Received this __ day of _____, 194__
_____, Underwriting Agent
Deposited in Federal Reserve Bank at _____ on _____, 194__

This form must be executed in quadruplicate.

§ 305.55 Standard form of application for return premium.

This application must be filed in quadruplicate with underwriting agency issuing policy.

Do not fill out this space

Premium paid _____
Checked by Underwriting Agent _____
Checked by clearing Organization _____
Approved by: _____

For Director of Wartime Insurance
APPLICATION FOR RETURN PREMIUM UNDER WARSHIP OPENCARGO FORM

WAR SHIPPING ADMINISTRATION, DIVISION OF WARTIME INSURANCE

Assured _____ Policy No. _____
Address _____
Underwriting agent _____
Date of payment _____
Nature of cargo _____

INSURANCE DECLARED			
Quantity (tons, bbls., bales, etc.)	Amount of insurance	Rate	Premium
Total.....

INSURANCE AT RISK			
Quantity (tons, bbls., bales, etc.)	Amount of insurance	Rate	Premium
Total.....

Return premium _____

Remarks: _____
Application is hereby made for return premium as set forth above by Name _____ Date _____ COUNTY OF _____ State of _____, ss:

_____ being first duly sworn, deposes and says that he is the Assured named in the foregoing application for return premium or the _____ of said Assured, a _____, and that the information set forth in said application is in all respects true and correct and is made to induce the War Shipping Administration to return part or all of the premiums heretofore paid by said Assured to said War Shipping Administration for Open Cargo War Risk Insurance. Said application is made with full knowledge by the Assured and this affiant that said War Shipping Administration will rely on the information set forth therein.

Subscribed and sworn to before me this day of _____, 1942.

Notary Public

Attention is directed to section 35 (a) of the Criminal Code of the United States which provided for imprisonment ranging as high as 10 years or ten thousand dollars fine, or both, for filing false, fictitious or fraudulent claims with a department or agency of the United States.

§ 305.56 Standard form of application for appointment of underwriting agent.

War Shipping Administration
Department of Commerce Building
Washington, D. C.

Attention: Director, Wartime Insurance

DEAR SIR: The undersigned, an insurance company duly admitted to transact the business of marine insurance in the following State or States of the United States, _____ hereby applies for appointment as Underwriting Agent of the Administrator, War Shipping Administration, to issue and execute open war risk cargo insurance policies on behalf of the United States of America, acting by and through the Administrator, War Shipping Administration, and to perform other functions and duties, as are more specifically set forth in the standard form of underwriting agency agreement adopted by the Administrator and promulgated in the Federal Register of the United States on the _____ day of _____, 1942. In connection with this application, we are transmitting herewith three executed counterparts of an underwriting agency agreement in such standard form. Upon the execution of said agreement by or on behalf of the Administrator and the receipt from the Administrator of a duly executed Certificate of Designation of ourselves as underwriting agent and attorney in fact for the War Shipping Administration, this appointment shall thereupon become effective.

Dated _____
_____, (Company)

§ 305.57 Certificate of designation of underwriting agent.

Certificate of designation of _____ as underwriting agent for the War Shipping Administration:

Agency Number _____

It is hereby certified that the United States of America, acting by and through the Administrator, War Shipping Administration, has appointed _____, of _____, its duly authorized agent and attorney in fact to execute and issue open war risk cargo policies of insurance in

the name of the United States of America, acting by and through the Administrator, War Shipping Administration, and perform other functions and duties of underwriting agent as provided in an underwriting agency agreement executed by and between the Administrator and said underwriting agent dated _____, which agreement is in the standard form heretofore adopted by the Administrator and published in the Federal Register of the United States under date of _____, 1942.

Dated, Washington, D. C. _____

UNITED STATES OF AMERICA,
WAR SHIPPING ADMINISTRATION,

By: _____
(Name and title)

For the Administrator.

§ 305.58 *Standard form of underwriting agency agreements.*

UNDERWRITING AGENCY AGREEMENT

This Agreement made and entered into this _____ day of _____, 194____, by and between the Administrator of the War Shipping Administration, acting for and on behalf of the United States of America, (hereinafter called the "Administrator") and _____, a corporation organized and existing under the laws of _____, and admitted to do the business of marine insurance in one or more of the States of the United States, having an office for the transaction of business at _____, (hereinafter called the "Underwriting Agent"),

WITNESSETH:

Whereas under and pursuant to the President's Executive Order 9054 of February 7, 1942, and Public Law 523 of the Seventy-seventh Congress, the Administrator is authorized under certain circumstances to provide marine insurance and reinsurance against loss or damage by the risks of war, and to exercise this power through such officials or agencies and in such manner as he may determine; and

Whereas the Administrator has determined to exercise certain of these powers for the insurance of cargo through certain private insurance corporations, including the Underwriting Agent, upon the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the premises and of the mutual covenants and agreements, and upon the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Administrator hereby authorizes the Underwriting Agent, as Agent, and not as an independent contractor, to perform the functions hereinafter provided for, subject to the terms and conditions hereinafter specified, and in accordance with the Memoranda of Instructions which may be issued hereunder by the Administrator from time to time.

2. The Underwriting Agent agrees to utilize its offices and facilities to make available to the public the insurance of cargoes against war risks furnished by the Administrator. The Underwriting Agent may act through its Home Office, branch offices or agencies in the United States, its territories or possessions, which are authorized to write marine insurance on behalf of the Underwriting Agent.

The duties of the Underwriting Agent shall be as follows:

(a) The Underwriting Agent shall issue policies covering the class or classes of property and subject to the rates and conditions named by the Administrator. The insurer under such policies shall be the Administrator, and the policy shall be executed or countersigned by the Underwriting Agent.

(b) The Underwriting Agent shall keep a full and complete record of all such policies,

and shall also record any premium, collateral deposit fund, or surety bonds required by the terms of such policy, so that a record may be available at all times to the Administrator, both as to all policies issued and as to all Collateral deposit funds or surety bonds provided by the assured in connection with such policies.

(c) The Underwriting Agent shall receive customary Provisional Reports from policyholders, and subject to such regulations as may be adopted by the Administrator, shall take the necessary steps to follow up the same.

(d) The Underwriting Agent shall accept monthly Closing Reports from each policyholder for transmission to a clearing organization which shall be appointed or created by the Administrator for this and other purposes. The Underwriting Agent shall also receive certified checks drawn to the Treasurer of the United States for the premiums involved, if the premiums have not been previously paid, which checks shall be deposited by the Underwriting Agents in the Federal Reserve Bank nearest to its office, or in such other bank as may be authorized by the Administrator to receive such deposits. The Underwriting Agent is to receive from the bank in which the deposits are made receipts therefor in such number as may be prescribed in general instructions to the Agent and handle the receipts so received in accordance with such general instructions.

(e) The Underwriting Agent shall prepare a monthly summary of all such Closing Reports on a standard form to be approved by the Administrator and transmit the same, together with supporting Closing Reports and receipts for deposits made as above provided, to the clearing organization.

(f) The Underwriting Agent shall receive from holders of policies issued by such Underwriting Agent any claims for return premiums in a standard form to be prescribed by the Administrator and shall certify thereon, if such is the fact, that the amounts with respect to which such return is claimed were previously included in closing reports submitted to the Administrator and that based upon the statements included in such application by the Assured the return premium applied for is payable in accordance with the regulations of the Administration. Such applications and certifications shall be transmitted promptly to the clearing organization.

(g) The Underwriting Agent shall receive reports of losses, prepare adjustments and vouchers, and other data, required by the Administrator, and submit the same with its recommendation as to whether claims are in order for settlement to the Administrator through the clearing organization.

(h) The Underwriting Agent will cooperate with other Underwriting Agents acting in a similar capacity to establish and maintain, through the American Institute of Marine Underwriters or otherwise, an advisory underwriting committee to deal with specific underwriting problems, subject to regulations of the Administrator, and such other advisory committees as may seem necessary to safeguard the interest of the Administrator, including a loss committee to act as a recipient for information as to losses, and to pass upon any recommendations made by the Underwriting Agent as to losses in excess of an amount to be fixed by the Administrator.

3. The Underwriting Agent shall receive for its services such amount as the Administrator may from time to time determine to be fair and reasonable compensation. Such compensation shall be determined by the Administrator at such sums as reasonably approximate expenses of Underwriting Agents generally under this form of agreement without contemplation of profit. In addition to such fair and reasonable compensation the Underwriting Agent shall receive reimburse-

ment for out of pocket expenditures reasonably incurred, meaning payments to persons not regularly employed by the Underwriting Agent, but excluding payments to attorneys unless such employment has been authorized by the Administrator: *Provided, however,* That all such expenditures shall be subject to the review of the Administrator: *And further provided,* That such expenditures shall not include any fee or other consideration paid to an insurance broker or other person acting in a similar intermediary capacity.

A statement of the compensation due to the Underwriting Agent (including reimbursement for out of pocket expenses as herein provided) shall be submitted by the Underwriting Agent to the Administrator monthly or at such other intervals as the Administrator may direct, with an appropriate voucher, and the amount of such compensation, if approved, shall be promptly paid to the Underwriting Agent.

4. In the discharge of the duties and obligations arising under this agreement, the Underwriting Agent shall conform to a standard of performance and accuracy reasonably to be expected of an insurance company in the administration of its own business, and consistent with the highest degree of good faith. It is agreed, however, that as the Underwriting Agent is acting without expectation of profit, it shall not be responsible for errors or omissions of agents and employees in whose selection and supervision it has exercised reasonable care (other than willful misconduct on the part of the principal officers of said Underwriting Agents) excepting that the Underwriting Agent assumes full and complete responsibility for the disposition of any funds received by it or its employees or agents under and pursuant to this agreement. The exercise of reasonable care in the selection of agents by the Underwriting Agent shall be deemed to include a determination by the Underwriting Agent that the agent so selected is experienced in the transaction of such phases of the marine insurance business as may be delegated to such agent by the Underwriting Agent. It is understood that the Underwriting Agent is or may be engaged in writing war risk insurance on hulls and cargoes for its own account, and it is agreed that it may write such insurance notwithstanding its operations on behalf of the Administrator.

5. All books, records and accounts covering the operations and activities under this agreement shall be kept separate from those relating to other business of the Underwriting Agent, in accordance with regulations made from time to time by the Administrator, and shall at all times be subject to inspection by the Administrator.

6. It is recognized that in the conduct of its operations and activities hereunder the Underwriting Agent shall act only as agent for the Administrator, who shall be the principal in connection with all such operations and activities. The Underwriting Agent shall have no authority other than as provided in this Agreement and in Memoranda of Instructions issued hereunder, and any unauthorized acts of said Underwriting Agent shall be null and void, and of no effect. It is agreed that the Administrator will issue to the Underwriting Agent a Certificate of Designation authorizing the Underwriting Agent to execute and issue war risk cargo policies of insurance in the name of the United States of America and to perform the other duties and functions provided for herein. It is further agreed, in view of the fact that the statutory power of the Administrator to write insurance is conditioned on the existence of certain facts of which the Underwriting Agent may have no knowledge or means of knowledge, that the Underwriting Agent may insert in all policies above its signature, a statement that it acts solely under the said Certificate

of Designation and makes no warranty, either express or implied, of its own authority or the authority of the Administrator to sign or issue the said documents.

7. Notwithstanding the provisions of paragraph 3 hereof, in the event that the Underwriting Agent, after giving notice to the Administrator, shall be compelled to pay to any state, territory, or possession of the United States, or political subdivision thereof any tax or fee or interest or penalty relating thereto claimed to be due by reason of the business transacted pursuant to this agreement and which would not have been payable except for the operation of the Underwriting Agent hereunder, the Underwriting Agent shall be reimbursed by the Administrator therefor, and for any special expenses necessarily incurred in connection therewith. Moreover, if the Administrator shall reject any claim for loss under any policy of insurance issued pursuant to this agreement and if legal proceedings be instituted against the Underwriting Agent with respect to such claim, or if the Underwriting Agent shall be obligated to defend any legal suit or proceeding on account of its action in rejecting any application or failing to issue any policy or in canceling any policy, or in denying the payment of any return premium, the Administrator shall, upon due notice at his expense, defend such proceeding and if in any such proceeding the Underwriting Agent be compelled to make payment, the Administrator shall reimburse the Underwriting Agent for the amount thereof, provided always the action of the Underwriting Agent complained of shall have been consistent with the standard of performance required hereunder. In any of the foregoing cases, the Underwriting Agent shall render to the Administrator such reasonable cooperation and assistance as the Administrator may require.

8. This agreement shall take effect as of the date of its execution by the Administrator and continue in force until terminated. It may be terminated, as of midnight on the last day of any calendar month by either party giving at least fifteen (15) days prior written notice to the other party by registered mail. Such termination shall not effect the obligation of the parties hereunder with respect to any insurance written or expenses incurred prior thereto.

9. Any act or thing herein required or permitted to be done hereunder by the Administrator may be done by such other official or officials of the War Shipping Administration as the Administrator may designate.

10. (a) The Underwriting Agent warrants that it has not employed any person to solicit or secure this agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul this agreement, or, in its discretion, to deduct from any amount payable hereunder the amount of such commission, percentage, brokerage, or contingent fee.

(b) In any act performed under this agreement the Underwriting Agent shall not discriminate against any citizen of the United States of America on the ground of race, creed, color or national origin.

11. No person elected or appointed a member of or delegate to Congress or a Resident Commissioner, directly or indirectly, himself or by any other person in trust for him, or for his use or benefit, or on his account shall hold or enjoy this agreement in whole or in part, except as provided in Section 206, Title 18, U. S. C. The Underwriting Agent shall not employ any member of Congress, either with or without compensation, as an attorney, agent, officer or director.

In witness whereof the parties hereto have duly executed this Agreement in triplicate as of the day and year first above written.

UNITED STATES OF AMERICA,
By (Sgd.) E. S. LAND,
E. S. Land, Administrator,
WAR SHIPPING ADMINISTRATION,
For the Administrator.

Attest: _____
By _____

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____, a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this agreement on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

(CORPORATE SEAL)

(Where special action of the governing body is not immediately practicable, the following must be signed by the United States Manager, or by the Branch Manager or other similar executive who executes the Agreement.)

I, _____, certify that I am the _____ of _____ the party to this Agreement referred to therein as the Underwriting Agent; that I personally signed this Agreement on behalf of said corporation, under powers given to me by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation. _____ L. S.

§ 305.59 Standard form of Warship-opencargo policy.

Warship
Opencargo
Form

UNITED STATES OF AMERICA WAR SHIPPING ADMINISTRATION
FORM OF POLICY
Part I

This policy shall consist of this Part I and Part II published in the FEDERAL REGISTER under date of July 30, 1942, as part of Supplement I to General Order No. 6 of the War Shipping Administration. Part II shall be deemed incorporated herein and made a part of this contract, and this contract shall be subject to the terms and conditions of both parts. This policy may be amended by endorsement attached hereto and executed on behalf of the Administrator of the War Shipping Administration by a duly authorized underwriting agent pursuant to prior written or telegraphic instructions from the War Shipping Administration or by publication of an amendment to the Warshipopencargo Policy form in the FEDERAL REGISTER. In the latter event such amendment shall become effective 48 hours after the date of such publication unless a longer period is provided for therein, but such amendment shall not affect any shipments which attached hereunder prior to the expiration of such period. In the event that the Assured is unwilling to

accept any amendment to this policy as aforesaid, he shall have the option of terminating this policy as of the effective date of such amendment upon written or telegraphic notice to the Administrator, War Shipping Administration prior to such effective date.

In consideration of a collateral deposit fund or surety bond to be established in accordance with Clause 13 of Part II of this policy, and of premiums computed and paid as provided in Clause 12, Part II of this policy, War Shipping Administration by this policy of insurance hereby insures _____ against War Risks as specified in Part II with respect to all imports to the Continental United States, excluding Alaska (except as to such imports as may be specifically excluded from this policy by special agreement noted hereon by endorsement) shipped to or consigned to the Assured and for his account and risk or shipped to other parties within the United States for the account and at the risk of the Assured:

- a. Under ocean Bills of Lading dated on or after _____, or
- b. If ocean Bills of Lading not issued, under equivalent shipping documents dated on or after said date, or
- c. If no ocean Bills of Lading or equivalent documents are issued or the same are undated, laden on overseas vessel on and after said date.

For the purpose of this insurance, goods insured hereunder shall be valued at _____

In the event of loss the Assured shall be required to file an affidavit to the effect that the amount claimed does not exceed the actual bona fide pecuniary loss of the Assured, exclusive of any allowance for anticipated or accrued profit arising out of the insured venture. Such affidavit shall be subject to the provisions of Section 35 (a) of the Criminal Code.

This policy may be cancelled at any time upon 15 days written or telegraphic notice to or by the Assured or 15 days subsequent to the publication of a notice of cancellation in the FEDERAL REGISTER: *Provided, however,* That no such cancellation shall terminate this policy with respect to any shipments which have become a risk under the terms hereof prior to the effective date of such notice.

In the event of loss which may give rise to claim under this policy, prompt notice should be given to the Underwriting Agent of the War Shipping Administration by whom this policy is countersigned.

Any loss payable hereunder shall be payable in funds current in the United States, to the order of _____ 30 days after full proofs of loss and proofs of interest have been filed with the War Shipping Administration.

In witness whereof the War Shipping Administration has caused this policy to be signed by the Administrator at Washington, D. C. but this policy shall not be valid unless countersigned by a duly authorized Underwriting Agent of the War Shipping Administration.

(Sgd.) E. S. LAND,
E. S. Land,
Administrator.

*Countersigned this ____ day of _____, 194__

Underwriting Agent of War Shipping Administration

By: _____
Its _____

*The Underwriting Agent does not, by countersigning and issuing this policy or otherwise, warrant its own authority, or the authority of the War Shipping Administra-

tion, to issue this Policy, but acts solely under the power conveyed by the Standard Form of Certificate of Designation issued by the War Shipping Administration.

Optional Clause which may be attached to Warshipopencargo Policy by endorsement:

In consideration of such additional rate as may be prescribed from time to time by the War Shipping Administration, it is understood and agreed that Clause 4 c of Part II of this policy is deleted.

It is further understood and agreed that, if owing to circumstances beyond the control of the Assured, the merchandise insured hereunder is landed at an intermediate port other than the intended port of discharge, this insurance shall continue in force subject to all of its terms until the Assured has had a reasonable opportunity to forward the goods to their intended destination, or substituted destination, or to dispose of said goods at port of landing. In the event that prior to the termination of this insurance said goods are forwarded to substituted destination as aforesaid this policy shall continue to cover, subject to its terms, to such substituted destination without further additional premium. This insurance shall also continue in force as aforesaid if the merchandise insured hereunder subsequent to attachment of this insurance is discharged at the port of loading but only provided that at the time of such discharge title to and interest in the goods is vested in a citizen of the United States, and such insurance shall terminate if at any time during the continuance of such insurance as aforesaid title to and interest in the goods shall no longer be vested in a citizen of the United States.

§ 305.60 *Standard form of Warshipopencargo policy.*

Warship
Opencargo
Form

UNITED STATES OF AMERICA WAR SHIPPING
ADMINISTRATION
FORM OF POLICY

Part II

1. This insurance is only against the risks of capture, seizure, destruction, or damage by men of war, piracy, takings at sea, arrests, restraints and detentions, and other warlike operations and acts of kings, princes, and peoples in prosecution of hostilities or in the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, including factions engaged in civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, and including the risks of aerial bombardment, floating or stationary mines, and stray or derelict torpedoes; but excluding claims for delay, deterioration and/or loss of market, and warranted not to abandon (on any ground other than physical damage to ship or cargo) until after condemnation of the property insured. Also warranted not to abandon in case of blockade, and free from any claims for loss or expense in consequence of blockade or of any attempt to evade blockade; but in the event of blockade, to be at liberty to proceed to an open port and there end the voyage.

2. Warranted free from any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detentions.

3. This insurance does not cover any loss or damage caused by or resulting from any of the following causes:

(a) Commandeering, preemption, requisition, or nationalization by the government (de facto or otherwise) of the country to or from which the goods are insured.

(b) Seizure or destruction under quarantine or customs regulations.

(c) Capture, seizure, arrest, restraint, detention, or condemnation by the Government of the United States of America, or of any State, territory, or possession thereof, or by any government which is or may become party signatory of the "United Nations Pact" promulgated on or about January 2, 1942.

4. This insurance shall not attach to the interest hereby insured or to any part thereof:

(a) Prior to being on board an overseas vessel (for the purpose of this clause 4 an overseas vessel shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel);

(b) after being discharged overside from an overseas vessel at the final port of discharge, or after expiry of fifteen days counting from midnight of the day on which the overseas vessel is safely anchored or moored at the final port of discharge, whichever shall first occur;

(c) at a port or place of transshipment to another overseas vessel after the expiry of fifteen days (counting from midnight of the day on which the overseas vessel entering with the interest is safely anchored or moored) until the interest is on board the oncarrying overseas vessel.

In the event of the exercise of any liberty granted to the Shipowner or Charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the destination named therein such port or place shall be deemed the final port of discharge for the purpose of this clause 4.

5. Subject to the terms of clause 4 above and to any conditions or warranties which may be endorsed hereon, it is agreed that this insurance shall not be vitiated by deviation, overcarriage, change of voyage, or by any error or unintentional omission in the description of interest, vessel or voyage, provided the same be communicated to the War Shipping Administration as soon as known to the Assured and an additional premium paid if required.

6. And in case of any loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns to sue, labor, and travel for, in and about the defense, safeguard, and recovery of the said goods and merchandises, or any part thereof without prejudice to this insurance; nor shall the acts of the Assured or Assurers, in recovering, saving, and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment; and to the charges whereof, the said Assures will contribute according to the rate and quantity of the sum hereby insured.

7. General Average and salvage charges (resulting from a peril hereby insured against) payable according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

8. Notwithstanding anything to the contrary contained in this policy, it is understood and agreed:

(a) That no claim for freight, storage, or other expense due to the requisition or commandeering of the title or use of any vessel by or with the consent of the country whose flag she flies shall be payable under this insurance, and if as a result of such requisition or commandeering the insured cargo is discharged at a port or place other than the port or place of destination, the port or place of discharge shall be deemed a port or place of transshipment within the meaning of clause 4 (c) of this Policy.

(b) That if any vessel shall be ordered into or detained in any port by the United States Government or by any government which is or may become party signatory of the "United Nations Pact" and the goods

hereby insured shall be discharged at such port, then, if the goods be not the subject of proceedings of the nature set forth in clause 3 (a), such port or place of discharge shall be deemed a port or place of transshipment within the meaning of clause 4 (c) of this Policy.

9. If the ordinary course of transit of the goods hereby insured is interrupted or terminated by the shipper, consignee, or assured or any party acting on their behalf, this insurance shall forthwith terminate unless otherwise specially agreed by the War Shipping Administration.

10. This insurance shall include loss, damage or destruction of the property insured caused by saboteurs or other enemy agents.

11. It is a condition of this insurance that with respect to all risks coming within the scope of this Policy, the Assured shall file with the Underwriting Agent Provisional Reports in the manner and form required by such regulations as may be promulgated by the War Shipping Administration from time to time.

12. It is warranted that not later than the 25th day of each month, the Assured will file with the Underwriting Agent closing reports in the manner and form required by such regulations as may be promulgated by the War Shipping Administration from time to time of all shipments coming within the scope of this policy:

(1) Which have arrived at port of destination in the Continental United States during the preceding month, and,

(2) With respect to which inability to so arrive is by reason of loss, frustration, or other similar cause, comes to the knowledge of the Assured during the preceding month.

And will pay premium thereon at the rate prescribed by the War Shipping Administration and in effect:

a. On date of Ocean Bill of Lading, or
b. If Ocean Bill of Lading not issued, on date of equivalent shipping document, or
c. If no Ocean Bill of Lading or equivalent shipping document issued, or if same are undated, on date goods are laden on overseas vessel.

13. It is warranted that the Assured will at all times maintain with the War Shipping Administration a Collateral Deposit Fund sufficient in amount to satisfy all premiums due under this Policy with respect to risks which have attached hereunder and upon which premiums have not already been paid, or that in lieu of such Collateral Deposit Fund a surety bond in form prescribed by the War Shipping Administration will be filed with the Underwriting Agent and maintained in full force and effect. If at any time the Collateral Deposit Fund or surety bond is not sufficient to cover all shipments at risk hereunder on which the premium has not been paid, all shipments which would otherwise become at risk hereunder after the said bond or fund is exhausted shall be excluded from any coverage under this Policy. Such collateral deposit fund or surety bond must be maintained in accordance with all rules and regulations of the War Shipping Administration.

14. The Assured warrant and agree that it will regularly keep books, records and accounts in such manner and form that all information available to the Assured as to the amounts at risk and the amounts of losses incurred and premiums due can be readily ascertained therefrom by the War Shipping Administration. The Assured, as often as may be reasonably required, shall exhibit such books, records and accounts to any person designated by the War Shipping Administration, and submit to examinations under oath by any person named by the War Shipping Administration, and subscribe the same.

15. This insurance shall not be invalidated by any error or omission in the filing of Provisional or Closing Reports which is demonstrated to the satisfaction of the Administrator to have been inadvertent or unintentional, or by any failure to report which is demonstrated to the satisfaction of the Administrator to have arisen from causes beyond control of the Assured.

§ 305.61 *Standard form of surety bond.*

Know all men by these presents, That We _____ of _____ as Principal, and _____ as Surety, are held and firmly bound unto War Shipping Administration in the sum of _____ (\$ _____) Dollars, to the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas War Shipping Administration has issued and delivered to _____ Principal, on the _____ day of _____ 1942, that certain Open War Risk Insurance Policy # _____, and _____

Whereas, War Shipping Administration has agreed to accept this bond as a guarantee of the payment of all premiums due and payable under the terms and conditions of such Open War Risk Insurance Policy # _____, or endorsements thereto or modifications thereof whether or not consented to by the Surety.

Now, therefore, if the Principal shall well and truly pay unto War Shipping Administration the premiums due under the said Open War Risk Insurance Policy at the times and in the manner provided therefor in said Policy, then this obligation is to be void; otherwise to remain in full force and effect;

Provided, however, This bond is executed by the Surety, upon the following express conditions, which shall be precedent to the right of recovery hereunder.

1. If the Principal shall fail to file with the Underwriting Agent of the War Shipping Administration on or before the 25th day of each month during which this bond is in effect, a sworn statement of values of import shipments covered under the policy during the preceding calendar month and concurrently therewith pay to War Shipping Administration the premiums called for by said sworn statement, then the War Shipping Administration shall so notify the Surety as soon as practicable but in no event later than 45 days from date such sworn statement is due; and, in such event the Surety shall not be liable for any premiums accruing on risks attaching subsequent to date of such notice under said Open War Risk Insurance Policy.

2. This bond may be cancelled by either the Principal or the Surety at any time upon fifteen days (15) written or telegraphic notice to the Director of Wartime Insurance of War Shipping Administration at Washington, D. C., but such cancellation shall not affect the liability of the Principal and the Surety hereunder for premiums on risks attaching on or prior to expiration of said fifteen (15) days period.

In witness whereof, the above-bounden parties have executed this instrument under their several seals this _____ day of _____ 19____, the name and corporate seal of each corporate party being here-to affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

By _____
By _____
Resident Vice President

Attest _____
Attest _____
Resident Assistant Secretary

(j) The provisions of this Supplement No. 1 of General Order No. 6 shall govern all transactions falling within its scope, anything to the contrary in said General Order No. 6 notwithstanding, but nothing herein shall be construed to affect the provisions of such General Order No. 6 as the same may be applicable to other insurance transactions.

(k) Amendments to these rules and to the standard forms may be made from time to time in the form of Supplements to this General Order. Such supplements, unless otherwise specified, shall become effective 48 hours after the date of publication of such supplement in the FEDERAL REGISTER. (Approved July 29, 1942) [General Order No. 6, Supplement 1] 7 F.R. 5881.

§ 305.62 *Extended transshipment clause.* Section 305.59 for attachment to Warshipencargo policy form incorporated in §§ 305.50 to 305.61 inclusive as published in the FEDERAL REGISTER of July 30, 1942, reading as follows:

In consideration of such additional rate as may be prescribed from time to time by the War Shipping Administration, it is understood and agreed that Clause 4 c of Part II of this policy is deleted.

It is further understood and agreed that, if owing to circumstances beyond the control of the Assured, the merchandise insured hereunder is landed at an intermediate port other than the intended port of discharge, this insurance shall continue in force subject to all of its terms until the Assured has had a reasonable opportunity to forward the goods to their intended destination, or substituted destination, or to dispose of said goods at port of landing. In the event that prior to the termination of this insurance said goods are forwarded to substituted destination as aforesaid this policy shall continue to cover, subject to its terms, to such substituted destination without further additional premium. This insurance shall also continue in force as aforesaid if the merchandise insured hereunder subsequent to attachment of this insurance is discharged at the port of loading but only provided that at the time of such discharge title to and interest in the goods is vested in a citizen of the United States, and such insurance shall terminate if at any time during the continuance of such insurance as aforesaid title to and interest in the goods shall no longer be vested in a citizen of the United States. All other terms and conditions remaining unchanged.

is hereby designated "Warshipencargo Policy"—Standard Optional Endorsement #I.

§ 305.63 *Goods sold while en route.* The following Standard Optional Endorsement, hereinafter to be referred to as "Warshipencargo Policy—Standard Optional Endorsement #II", is hereby promulgated:

It is understood and agreed that in the event that goods insured hereunder are sold by the Assured subsequent to the attachment of risk hereunder, on terms requiring the Assured to provide war risk insurance to the port of discharge, this insurance shall remain in full force and effect. The Assured may assign to the purchaser any rights under this policy in event of loss, but this assignment shall not relieve the Assured from any of his responsibilities or obligations under the terms of this policy, and in the event of loss the amount collectible hereunder shall in no event exceed the amount which

would have been collectible by the Assured in the event the goods had not been sold by him. All other terms and conditions remaining unchanged.

§ 305.64 *Goods insured by shipper.* The following Standard Optional Endorsement, hereinafter to be designated "Warshipencargo Policy—Standard Optional Endorsement #III", is hereby promulgated:

In consideration of the payment of premium as hereinafter provided, this policy is extended to cover goods otherwise coming within the scope of this policy but shipped by the Assured and for his account and risk, or shipped by the Assured and sold by him prior to shipment on terms requiring him to provide War Risk Insurance to the port of discharge. The Assured agrees to file separately, upon the Standard Forms provided for in Supplement No. 1 of General Order No. 6, Provisional and Closing Reports of all shipments to insured, such report to be filed subject to all of the rules and conditions as set forth in said General Order. In the event that with the consent of the War Shipping Administration claim is filed by the purchaser said purchaser shall be required to file an affidavit to the effect that the amount claimed does not exceed the actual bona fide pecuniary loss of the claimant, exclusive of any allowance for anticipated or accrued profit arising out of the insured venture. Such affidavit shall be subject to the provisions of section 35 (a) of the Criminal Code. All other terms and conditions remaining unchanged.

§ 305.65 *Goods imported for account of third parties.* The following Standard Optional Endorsement, hereinafter to be designated "Warshipencargo Policy—Standard Optional Endorsement #IV", is hereby promulgated:

It is understood and agreed that this policy is extended to cover with respect to all imports to the Continental United States, excluding Alaska, (except as to such imports as may be specifically excluded from this policy by special agreement noted hereon by endorsement) shipped to or consigned to the Assured and for the account and risk of _____ The Assured warrants that he is a duly authorized agent of said _____ for the procuring and importing into the United States of the merchandise insured hereunder. The Assured warrants that provisional and closing reports as provided for by the terms of this policy and by the terms of General Order No. 6, Supplement #1, of the War Shipping Administration will be filed by him with respect to all shipments insured hereunder, and subject to all of the conditions and regulations of the War Shipping Administration relating to such reports. In the event of loss, any sums payable under the terms of this policy shall be paid to the order of the principal for whom the agent acts, and said principal shall be required to file the affidavit called for by Part I of this policy. In the event of loss, the amount collectible hereunder shall in no event exceed the amount which would have been collectible by the Assured named hereunder, in the event the goods had been imported for his own account. All other terms and conditions remaining unchanged.

§ 305.66 *Exports to territories and possessions of the United States—inclusive endorsement.* The following Standard Optional Endorsement, hereinafter to be designated "Warshipencargo Policy—Standard Optional Endorsement #V", is hereby promulgated:

It is understood and agreed that this policy is hereby extended, subject to all of its terms, to cover shipments from the Continental United States (excluding Alaska) to the territories and possessions of the United States including the Canal Zone and Alaska. The Assured warrants that with respect to such shipments, all the terms and conditions of this policy as originally written will apply, and that full provisional and closing reports, supported by affidavits as and if required, will be filed with respect to shipments covered under the terms of this endorsement. All other terms and conditions remaining unchanged.

§ 305.67 *Exports to territories and possessions of the United States; exclusive endorsement.* The following Standard Optional Endorsement, hereinafter to be designated "Warshipopencargo Policy—Standard Optional Endorsement #VI", is hereby promulgated:

Notwithstanding anything to the contrary contained in §§ 305.59 and 305.60 of this policy, it is understood and agreed that this policy covers only shipments from the Continental United States (excluding Alaska) to the territories and possessions of the United States, including the Canal Zone and Alaska. The Assured warrants that with respect to such shipments, all the terms and conditions of this policy as originally written will apply, and if required will be filed with respect to shipments covered under the terms of this endorsement. All other terms and conditions remaining unchanged.

§ 305.68 *Shipments between ports in the Continental United States.* The following Standard Optional Endorsement, hereinafter to be designated "Warshipopencargo Policy—Standard Optional Endorsement #VII", is hereby promulgated:

It is understood and agreed that this policy is hereby extended, subject to all of its terms, to cover shipments between ports in the Continental United States (excluding Alaska), the Assured warrants that with respect to such shipments all the terms and conditions of this policy as originally written will apply, and that full provisional and closing reports, supported by affidavits as and if required, will be filed with respect to shipments covered under the terms of this endorsement. All other terms and conditions remaining unchanged.

§ 305.69 *Authorization to agents to execute endorsements.* Underwriting agents of the War Shipping Administration are authorized to execute any of the foregoing endorsements for incorporation in war risk insurance policies issued pursuant to the provisions of §§ 305.50 to 305.61 inclusive, published in the FEDERAL REGISTER July 30, 1942.

§ 305.70 *Definition of imports.* Effective 48 hours from the date hereof, it is understood and agreed that the following clauses are deemed to be incorporated in § 305.60 of Warshipopencargo Policy Form:

Where and as used in this policy, the word "Imports" means property which, at the time of the attachment of the risk, is (a) intended for use, consumption, manufacturing or other processing, or sale, within the Continental United States (excluding Alaska), or (b) intended for inclusion within a common stock of goods, wares, merchandise, located within the Continental United

States (excluding Alaska), for sale or resale out of such common stock in the foreign or domestic commerce of the United States, or (c) consigned to the Continental United States (excluding Alaska) for account of the United States or any department or agency thereof, including corporations wholly owned by the United States. Such property shall not cease to be considered imported in the event of a bona fide change in intention on the part of the Assured or other person having control of the goods, made subsequent to the attachment of the risk and without prior agreement, understanding, or arrangement, provided such change in intention is not accompanied by an alteration of the immediate destination of the goods to a point outside of the Continental United States (excluding Alaska). Without limiting the generality of the foregoing, goods, which at the time of attachment to the risk were intended to be transhipped or re-exported otherwise than to a place within the Continental United States (excluding Alaska), shall not be considered imports for the purposes of said policy, unless such re-export is to a port or place shipments to which are covered by the terms of an endorsement to this policy.

EXCLUSION OF VALUABLES

This policy does not cover shipments of specie, currency, securities, valuable documents, jewelry, precious stones, gold and silver and other precious metals, or any articles transported by means of ordinary or registered mail or parcel post.

§ 305.71 *Privilege to place additional insurance.* Where war risk insurance on cargo is insured with the War Shipping Administration under the terms of the "Warshipopencargo" Policy, §§ 359.59 and 305.60, the parties at interest may place increased value or additional insurance in commercial or other markets beyond the amount of insurance provided in the War Shipping Administration policy. Such insurance, if placed, need not be participating with the War Shipping Administration coverage, and shall be without benefit of salvage or right of contribution. [General Order No. 6, Supp. 2, approved August 10, 1942; 7 F.R. 6373]

PART 306—GENERAL AGENTS AND AGENTS

TERMS OF COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS ON DRY CARGO VESSELS

- 306.1 Vessels included.
- 306.2 Effective period.
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- 306.4 Agent defined.
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TERMS OF COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS ON TANKERS

- 306.13 Vessels included.
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- 306.20 Brokerage.

TERMS OF COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS ON COMBINATION CARGO AND PASSENGER VESSELS

- 306.21 Vessels included.
- 306.22 Effective period.
- 306.23 Definition of terms.
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TERMINAL OPERATIONS

- 306.29 Designation of terminals within continental United States.
- 306.30 Payment of tariff rates.
- 306.31 Compensation of general agents or agents.
- 306.32 Basis of compensation to general agents and agents.
- 306.33 Reports of general agents and agents.
- 306.34 Method of computing charges.

CLARIFYING PROVISIONS OF SUPPLEMENT NO. 3

- 306.35 Brokerage or other commissions.

AUTHORITY: §§ 306.1 to 306.35 inclusive issued under E.O. 9054, 7 F.R. 837.

TERMS OF COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS ON DRY CARGO VESSELS

§ 306.1 *Vessels included.* Sections 306.11 to 306.12 of this part are applicable to services rendered in connection with operation of dry cargo vessels under the standard form of service agreement for vessels time chartered from others for the War Shipping Administration (TCA-4-4-42) and the services rendered pursuant to standard form of service agreement for vessels of which the War Shipping Administration is owner or owner pro hac vice (GAA-4-4-42).

§ 306.2 *Effective period.* This general order shall become effective at the earliest dates permissible under said service agreements.

§ 306.3 *General agents defined.* A general agent is one who takes care of the vessel's business on behalf of the War Shipping Administration, under a standard form of service agreement (GAA-4-4-42), appoints agents as directed by the War Shipping Administration to handle those functions which relate to the handling of the cargo and functions incidental thereto, and assumes those duties when not otherwise instructed, obtains all accounting for all revenue and expenses and accounts to the War Shipping Administration for all business of the vessel.

§ 306.4 *Agent defined.* All persons, firms or corporations designated as "agent" under a standard form of service agreement (TCA-4-4-42) shall be entitled to the compensation of agent hereunder. In addition, where a general agent assigns vessels to berth operators as agents in accordance with Article 6 of the general agent's agreement or in accordance with general policy of the War Shipping Administration, such berth operator shall be entitled to compensation as

"agent" hereunder but the compensation of such agent shall be collected from their general agent. General agent shall not be held responsible for acts of an agent appointed by or at the direction of the War Shipping Administration.

§ 306.5 *Sub-agents defined.* A sub-agent is one who is appointed by an agent or general agent to perform any of the functions of the general agent or agent pursuant to the standard form of service agreements herein above referred to, and shall be compensated by the general agents and agents respectively out of the compensation received by such general agents and agents hereunder. A foreign sub-agent is a sub-agent who performs his functions outside the continental limits of the United States and shall be compensated in accordance with § 306.8 hereunder.

NOTE: Preceding sections in small type were amended by General Order No. 12, Supplement 1, approved June 22, 1942 (7 F.R. 4741). The amended sections follow in large type.

§ 306.4 *Agent defined.* All persons, firms, or corporations designated as "Agent" under a standard form of service agreement (TCA-4-42) shall be entitled to the compensation of agent hereunder.

§ 306.5 *Sub-agents defined—(a) Berth sub-agent defined.* A berth sub-agent is one who is appointed by the general agent or agent as berth operator in accordance with Article 6 of the General Agent's Agreement, general policy or instructions of the War Shipping Administration. The berth sub-agent shall for the period of such subagency perform all of the functions of an agent, subject to the supervision of the agent or general agent. Such berth sub-agent shall receive as compensation 80% of the compensation as provided in § 306.7 hereof, but the compensation of such berth sub-agent shall be collected from the agent or general agent. The agent or general agent shall not be held responsible for acts of a berth sub-agent expressly appointed by or at the direction of the War Shipping Administration, but such berth sub-agent shall be responsible to the War Shipping Administration to the same extent as agent under Agreement TCA-4-4-42.

(b) *Sub-agents.* A sub-agent is one who is appointed by an agent, general agent berth sub-agent to perform any of the functions of the general agent, agent or berth sub-agent, and shall be compensated by the general agents, agents or berth sub-agents, respectively out of the compensation received by such general agents, agents, or berth sub-agents hereunder. A foreign sub-agent is a sub-agent who performs his functions outside of the continental limits of the United States including Alaska and shall be compensated in accordance with paragraph 8 hereunder.

This supplement shall become effective at the commencement of all voyages begun after midnight, local time, June 30, 1942, except that as to any voyage then in progress it shall not become effective until the vessel is next free of cargo on board at that time.

§ 306.6 *Other definitions.* (a) "Handled tons" means the number of tons of cargo (outward, way, or homeward) loaded and discharged by the vessel at each port taken care of by the agent or a foreign subagent, as manifested on a weight or measurement basis in accordance with the practice of the trade in which operated, or the current practices approved by the War Shipping Administration. (A ton of cargo which is billed on a measurement basis for the purpose hereof shall be computed as 40 cubic feet.)

(b) "Payable tons" means the vessel tonnage husbanded by the general agent, arrived at by adding together the deadweight tonnage of the vessel and 1/40th of the under deck bale capacity and dividing the resulting sum by 2.

(c) "Outward" means cargo loaded outward from continental U. S. port or ports.

(d) "Homeward" means cargo loaded at an outpost for discharge at a continental U. S. port or ports.

(e) "Way" means cargo both loaded and discharged at ports outside the continental limits of the U. S. A.

(f) "Coastwise" means cargo handled between two ports within the continental limits of the U. S.

(g) Lumber billed on the basis of board foot measure, 600 ft. board measure shall constitute one handled ton.

(h) "Bulk cargoes" means cargoes not hand stowed, such as bulk cargoes of grain, ores, coal and similar cargoes.

§ 306.7 *Compensation of agents in continental United States ports.* As compensation for each handled ton of cargo loaded or discharged by the vessel in continental U. S. ports, each agent shall be compensated at fair and reasonable commercial rates but not in excess of the following maximum compensation out of which he will reimburse sub-agents:

(a) 2½¢ per handled ton for all Army and Navy cargo outward or homeward handled at Army or Navy terminals where the Agent performs any supervisory or other substantial functions in connection with the receiving, delivering, loading, discharging or checking of the cargo, otherwise no compensation shall be payable.

(b) 10¢ per handled ton for all outward and homeward bulk cargo or cargoes and for all coastwise cargo.

(c) 15¢ per handled ton for all outward Lend-Lease cargo and 12½¢ per handled ton for all such homeward or way cargo.

(d) 25¢ per handled ton for all other cargoes outward and 20¢ per handled ton for all other homeward or way cargoes. (The Administrator reserves the right to determine the reasonableness of commercial rates on-bulk and other cargoes, from the effective date of this order.)

The foregoing scale of compensation is subject to the following special conditions: (1) Minimum compensation for each port of loading or discharging, \$100.00; (2) Minimum compensation for services rendered whenever a vessel en-

ters a port for purposes other than loading or discharging shall be \$50.00 for all services in connection with entry and clearance, arrangements for pilotage and towage and other usual port services of like nature. Additional allowances may be made by the Administrator for extraordinary services in such connection.

No brokerage will be paid except with the prior approval of the Administrator and applications for such approval will not be considered unless brokerage was formerly paid in such trade.

§ 306.8 *Compensation of agents at ports outside of continental United States.* As compensation for services rendered outside of continental United States the Agent may pay prevailing commercial rates (in accordance with § 330.7), but in no event in excess of the following maximum compensation to his foreign Sub-Agents whose services are utilized in this connection as follows:

(a) 2½ cents per handled ton shall be paid in connection with Army or Navy outward or homeward cargoes handled at Army or Navy terminals where the Sub-Agent performs substantial services in connection with the handling of such cargo, otherwise no compensation shall be paid therefor;

(b) 7½ cents per handled ton for outward or homeward bulk cargoes;

(c) 10 cents per handled ton for outward or homeward cargo shipped for "Lend-Lease" or Army and Navy account at commercial piers;

(d) 25 cents per handled ton for all homeward cargo and way cargo loaded, 20 cents for outward and way cargoes discharged not falling within classifications (a), (b) and (c).

The foregoing scale of compensation is subject to the following special conditions:

Minimum compensation for each port of call—\$100.00.

Additional allowances may be made by the Administrator for extraordinary services.

The Administrator reserves the right to determine the prevailing commercial rates on bulk and other cargoes from the effective date of this order. No brokerage will be paid except with the prior approval of the Administrator and applications for such brokerage will not be considered unless brokerage was formerly paid in such trade.

§ 306.9 *Compensation of general agents.* The general agent shall be compensated both as Agent, and as general agent as herein provided. He shall receive all agency fees earned from the operation of vessels assigned to him. From the sums received under the agency formula he shall compensate all Agents as provided in Article 6 of the standard form of service agreement (GAA-4-4-42). From his compensation as general agent the general agent shall compensate all sub-agents performing services which are required to be performed by him under the service agreement. In addition to the agency fees, the general agent shall be paid as follows:

(a) *Basic scale.* For each calendar month or prorata thereof beginning with the month in which the first vessel subject hereto is delivered to the general agent and ending with the calendar month or prorata thereof in which the last vessel subject hereto is redelivered by the general agent, the basic compensation, computed on the basis of payable tons of the vessels handled during each such month, shall be calculated in accordance with the following scale:

- First 80,000 tons 50¢ per payable ton per month.
- Next 40,000 tons 40¢ per payable ton per month.
- Next 40,000 tons 30¢ per payable ton per month.
- Next 40,000 tons 25¢ per payable ton per month.
- Next 50,000 tons 20¢ per payable ton per month.
- Over 250,000 tons 15¢ per payable ton per month.

In computing compensation hereunder all owners of vessels time chartered to the War Shipping Administration will calculate payable tons of such time chartered vessels, which payable ton months will be added to the total payable ton months of assigned vessels. Compensation shall be payable on the assigned vessels only at the rates shown above, which would be applicable to such assigned vessels in the proper brackets after first applying tonnage of time chartered vessels.

(b) *Adjustment when vessels are idle.* The Administrator reserves the right to reduce compensation to the extent that any vessel is idle at any port for causes for which the general agent is responsible, at the highest applicable rate hereunder.

(c) *Computation of net compensation.* In order to compute the net compensation due with respect to any calendar month, the general agent shall:

(1) Multiply the number of payable tons of each vessel by the number of days operated each month, vessels time chartered to the War Shipping Administration and assigned vessels to be calculated separately;

(2) Divide each figure resulting from the foregoing calculation by the number of days in said calendar month, thereby obtaining the net payable ton per month on which compensation is to be based;

(3) Calculate the compensation payable at the rates and in the brackets shown on the time chartered vessels for which no bill is to be rendered, using the formula as prescribed in subparagraph (1) hereof, and then calculate the compensation payable in the lower brackets on the assigned vessels in accordance with the formula prescribed in subparagraph (1) hereof, for which compensation will be billed.

The general agent shall, as soon as may be practicable after the close of each calendar month, render an invoice to the War Shipping Administration covering the compensation due him, computed in accordance with the foregoing.

306.10 *Adjustment of earnings to cover deficiencies.* Whenever it is dem-

onstrated to the satisfaction of the Administrator that any general agent performing services hereunder has not earned sufficient annual income pursuant to the provisions of this order, plus other earnings against which any portion of the overhead expense is properly allocable, to cover all of such general agent's fair and reasonable overhead expenses as determined by the Administrator, then the general agent shall receive as additional compensation hereunder an amount equal to 85% of such deficit: *Provided, however,* That such additional compensation shall not exceed 50% of the compensation otherwise payable hereunder. (§ 330.9). The deficit shall be determined in accordance with sound accounting rules and regulations of the Administrator promulgated from time to time. In computing such deficit, the Administrator shall take into account income and overhead expense of the general agent, any subsidiary, or other company whom the Administrator deems should be included for accounting purposes in order to determine fair and reasonable income and expense, in connection with the operation of any other vessels for the account of the War Shipping Administration, for the agent's own account, for the account of any government or otherwise as well as the overhead allowance included in any charter hire paid to the general agent by the Administrator.

306.11 *Adjustment for excessive compensation.* If the amount of compensation received by a general agent or agent hereunder, plus sums otherwise earned from other sources and allocable to overhead expense, exceeds the general agent's or agent's aggregate fair and reasonable overhead expense on an annual basis as determined by the Administrator, the amount of compensation payable hereunder shall be reduced to the extent of 75% of such excess: *Provided, however,* That compensation in no event shall be reduced below 25% of the compensation otherwise payable. The amount of such reduced compensation shall be determined in accordance with sound accounting rules and regulations promulgated from time to time by the Administrator. All sums earned by the general agent or agent, or any subsidiary or other companies whom the Administrator deems should be included for accounting purposes, from whatever source, against which any portion of such overhead expense is properly allocable, shall be taken into account in determining such reduction, including sums earned in connection with the operation of vessels for the direct account of the general agent or agent, for the account of the United States of America, or any foreign government or otherwise. Such determination shall also reflect allowance for overhead in charter hire paid by the Administrator under any time or bareboat charter. General agents and agents shall refund such excess compensation at the end of each calendar year or otherwise as may be required in fiscal regulations issued in connection herewith.

306.12 *Accounting.* (a) Beginning with March 31, 1942, all general agents and agents will render quarterly income statements twenty-five days after the end of period, and for the calendar year not later than February 28 of the following year, covering results of all operations as general agents and agents under G. A. A. & T. C. A. agreements, vessels time chartered by W. S. A. and vessels under bareboat charter to W. S. A. as well as other operations prepared in accordance with U. S. Maritime Commission G. O. 22, issued February 8, 1938, and regulations as issued by the Assistant Deputy Administrator for Fiscal Affairs. Separate columns shall be used separating income as follows:

- Overall total.
- Income from vessels under time charter to W. S. A.
- Income from vessels under bareboat charter to W. S. A.
- Income under G. A. A. & T. C. A. agreements.
- Income from other operations.

Appropriate expenses shall be allocated against such income with overhead expenses being appropriately allocated to each operation. Income statement shall be accompanied by statement giving basis of allocation of overhead, also surplus statement giving balance at beginning of period and additions thereto and deductions therefrom with balance at end of period.

(b) Where a vessel is assigned to one person as general agent and another person as agent, the agent shall account to the general agent for all income and expenses (including the agent's compensation and that paid by him to foreign sub-agents as voyage expenses), after verification of such accounts by auditors of the Administrator in the office of the agent.

(c) The general agent shall account to the War Shipping Administration for all income and expenses of the vessels assigned to him.

(d) Each agent operating vessels under time charter to the War Shipping Administration shall account directly to the Administration for the income and expenses of the vessels so operated, and render monthly invoice to the Administration for his compensation. [General Order No. 12, Approved June 12, 1942; 7 F.R. 4496]

TERMS OF COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS ON TANKERS

306.13 *Vessels included.* Sections 306.13 to 306.20 inclusive, are applicable to services rendered in connection with operations of tank vessels under the standard form of tanker service agreement (Warshipoil-TCA).

306.14 *Effective period.* Sections 306.13 to 306.20 inclusive, shall become effective at the earliest dates permissible under said service agreements.

306.15 *Agent defined.* All persons, firms or corporations designated as "Agent" under a standard form of tanker service agreement (Warshipoil-TCA)

shall be entitled to the compensation of agent under this Part II.

§ 306.16 *Sub-agents defined.* A "sub-agent" is one who is appointed by an agent to perform any of the functions of the Agent pursuant to the standard form of tanker service agreement (Warship-oil-TCA). A "foreign sub-agent" is a sub-agent who performs his functions outside the continental limits of the United States.

§ 306.17 *Compensation of agents in continental United States ports.* As compensation for each tanker allocated to an agent to conduct the business of the vessel for the War Shipping Administration, such agent shall be paid at the rate of \$400 per month. (Out of this compensation the agent must pay, among other things, all of the Agent's outgoing communication costs except for communications to places outside the continental United States excluding Alaska).

§ 306.18 *Compensation of sub-agents in continental United States ports.* As compensation for services rendered by a sub-agent for both the United States and the owner, the sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of \$125 for the first three days the vessel remains in port, and thereafter at the rate of \$25 per day for each additional day: *Provided*, That no fee shall be paid for the time during which the vessel is laid up for repairs. One-third of this fee shall be for the account of the United States and the remainder shall be for the account of the owner.

As compensation for services rendered by a sub-agent for the United States only, the sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of \$45 for the first three days the vessel remains in port, and thereafter at the rate of \$10 per day for each additional day: *Provided*, That no fee shall be paid for the time during which the vessel is laid up for repairs. The entire fee provided for in this paragraph shall be for the account of the United States.

§ 306.19. *Compensation of sub-agents at ports outside of continental United States.* As compensation for services rendered by a foreign sub-agent for both the United States and the owner, the foreign sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of \$125 for the first three days the vessel remains in port, and thereafter at the rate of \$25 per day for each additional day: *Provided*, That no fee shall be paid for the time during which the vessel is laid up for repairs. One-third of this fee shall be for the account of the United States and the remainder shall be for the account of the owner.

As compensation for services rendered by a foreign sub-agent for the United States only, the foreign sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum

of \$45 for the first three days the vessel remains in port, and thereafter at the rate of \$10 per day for each additional day: *Provided*, That no fee shall be paid for the time during which the vessel is laid up for repairs. The entire fee provided for in this paragraph shall be for the account of the United States.

§ 306.20 *Brokerage.* No brokerage will be paid except with the prior approval of the Administrator and application for such brokerage will not be considered unless brokerage was formerly paid in such trade. [General Order No. 1, Supplement 2. Approved June 27, 1942; 7 F.R. 4933]

TERMS OF COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS ON COMBINATION CARGO AND PASSENGER VESSELS

§ 306.21 *Vessels included.* Sections 306.21 to 306.28 inclusive, as amended by Supplement 1 thereto, are applicable to services rendered in connection with the operation of combination cargo and passenger vessels for the War Shipping Administration under the standard form of service agreement for vessels time chartered from others for the War Shipping Administration (TCA-4-4-42) and the services rendered pursuant to standard form of service agreement for vessels of which the War Shipping Administration is owner or owner pro hac vice (GAA-4-4-42).

§ 306.22 *Effective period.* This Part III shall become effective at the earliest dates permissible under such service agreements.

§ 306.23 *Definition of terms.* The words defined in §§ 306.3, 306.4, 306.5, and 306.6 of Part I of General Order No. 12, as amended by Supplement No. 1 thereto, shall have the same meaning in this Part III, except that the terms "general agent" and "agent" shall be deemed to include wholly owned subsidiaries or any other related or interested companies that the Administrator deems should be included for accounting purposes in order to determine fair and reasonable income and expenses.

The term "passenger" as used in this Part III means each person carried on the vessel other than members of the gun crew, the master, and licensed and unlicensed personnel of the vessel, and military personnel when the vessel is operated as a troop transport.

§ 306.24 *Compensation of agents in continental United States ports.* Agents for combination cargo and passenger vessels shall be compensated for the handling of cargo at the same rates as provided in § 306.7 of Part I of General Order No. 12, as amended for Agents of Cargo vessels. In addition, the agents of combination cargo and passenger vessels shall receive as compensation for services rendered in connection with transportation of passengers the following fees: \$3 for each passenger carried outward, and \$2 for each passenger carried homeward or between out ports.

§ 306.25 *Compensation of sub-agents at ports outside of continental United States.* As compensation for services rendered outside of the continental limits of the United States including Alaska, the agent may pay with respect to cargo handled or for other services performed at rates provided in § 306.8 of Part I of General Order No. 12. In addition, the agent may pay with respect to passengers the prevailing commercial rates, but not in excess of the following: \$2 for each passenger embarked, and \$1 for each passenger disembarked.

§ 306.26 *Compensation of general agents.* No compensation shall be paid to any general agent for his services in connection with the management and operation of the vessels where such vessels are chartered under a charter party that makes allowances for the general agents' services (whether designated as overhead or otherwise in the charter party), except, however, the general agent may receive payment for the amounts hereinabove provided for the account of sub-agents, where such services are performed by branch office of the general agent located outside the continental limits of the United States including Alaska.

In cases where the General Agent does not receive an allowance for services under a charter party for the combination cargo and passenger vessel, he shall be compensated both (a) as agent to the extent provided in § 306.4 of this Part III, and (b) as general agent to the extent provided below. From the sums received under the agency formula he shall compensate all Agents as provided in Article 6 of the standard form of service agreement (GAA-4-4-42). From his compensation as general agent he shall compensate all sub-agents performing services that are required to be performed by him under the service agreement. In addition to the agency fees, the general agent in such cases will be paid compensation as provided in paragraph 9 of General Order No. 12, except that "payable tons" for combination cargo and passenger vessels shall be the gross tonnage of each such vessel multiplied by two, and, in the event that the general agent has been allocated cargo vessels as well as combination cargo and passenger vessels, the compensation payable to the general agent shall not be calculated separately for cargo vessels and combination cargo and passenger vessels, but, in such case, the combined payable tons of both types of vessels shall be used in determining the compensation due the General Agent for services rendered in connection with both types of vessels.

§ 306.27 *Adjustments.* The compensation of Agents and General Agents shall be subject to adjustment in accordance with §§ 306.9, 306.10 and 306.11 of Part I of General Order No. 12.

§ 306.28 *Accounting.* The provisions of §306.12 Part I of General Order No. 12 are incorporated in this Part III and made a part hereof by reference. [Gen-

eral Order No. 12, Supplement 3, Approved July 1, 1942; 7 F.R. 4930]

TERMINAL OPERATIONS

§ 306.29 *Designation of terminals within continental United States.* (a) Unless otherwise determined by the Administrator, terminals to be used in all ports shall be designated by the agents or general agents of the vessels with due regard for the most efficient and economical handling of the ship's business.

(b) Unless otherwise determined by the Administrator, and except as provided in § 306.31 the agent or general agent in ports within the continental limits of the United States may:

(1) (i) When the designated terminal is not owned or rented by the agent or general agent, pay and charge against the vessel the going rates, less all refunds, in the ports for charges customarily assumed by the vessel for the use of such terminals when said tariff rates are duly filed and approved by a governmental regulating body;

(ii) When the terminal is rented by the agent or general agent, charge against the vessel a fair and reasonable proportion of the actual monthly cost to him for the terminal operating costs which will include rental, fire and liability insurance, light, heat, power, repairs and upkeep, pier superintendent, head receiving and delivery clerk, watchman or gate-man, plus compensation insurance and taxes on such personnel.

(iii) When the terminal is owned by the agent or general agent, charge against the vessel a fair and reasonable proportion of a monthly rental rate for the terminal facilities as determined by the Administrator.

(2) Pay and charge against the vessel the actual cost for checkers, tallyman, dock labor, coopers, and special cargo or ship's watchman, including compensation insurance and taxes on such labor.

§ 306.30 *Payment of tariff rates.* Where under the established tariff applicable to any terminal any of the above charges are charged against the cargo rather than against the vessel, such charges shall be paid by the cargo and not by the agent or general agent. The agent or general agent shall make collections from the cargo and remit such collections to the terminal company in accordance with the usual practice.

(a) Where some or all of the expense of the terminal is assumed by the vessel, the vessel's revenue shall be credited with all handling charges collected from the cargo.

§ 306.31 *Compensation of general agents or agents.* A general agent or agent who directly or through an affiliate performs general supervisory services at a terminal in connection with handling the vessel's business shall be compensated for his services, or a general agent or agent who employs a sub-agent to perform such services at a terminal shall compensate his sub-agent and be reimbursed on the following basis:

Manifest tons handled by each vessel at 5¢ per ton; with a minimum of \$100.00 per vessel, *Provided, however,* That this schedule of fees shall not apply:

(a) When a public terminal or private terminal company not affiliated with the agent or general agent (as determined by the Administrator) performs such supervisory services under a stipulated tariff rate;

(b) In any port outside of the United States, its Territories and Possessions;

(c) In terminals where supervision is handled by special agreement with the War Shipping Administration;

(d) To liquid cargoes at any terminal or sugar, bulk, or other cargoes loaded or discharged at refineries, sugar docks, ore docks, coal docks, lumber or other mills or at private terminals not owned or leased by the agent or general agent or his affiliates. In such cases the agent may charge against the vessel the actual net cost for such dockage, clerking, checking and watching as is customarily and properly incurred for the account of the vessel.

§ 306.32 *Basis of compensation to general agents and agents.* As approved or required by the Administrator, the net of the terminal operations of each pier or terminal of each general agent or agent shall be taken into consideration in making determination under §§ 330.10 and 330.12 under General Order No. 12 and in accordance with Fiscal Regulations issued thereunder.

§ 306.33 *Reports of general agents and agents.* This order shall become effective with the handling of all vessels under G.A.A.4-4-12 and T.C.A. 4-4-42. All general agents and agents operating terminals where any part of the cost of the operation is charged to vessels owned by or operated for the account of the War Shipping Administration will come within the provisions of this order. Each such general agent or agent shall submit immediately for approval to the Assistant Deputy Administrator for Fiscal Affairs, a report containing full data as to location, complete description, rental rate, maintenance, upkeep, etc., of rented piers and similar information including cost and depreciated value of owned piers and such other information as the Administrator may require.

§ 306.34 *Method of computing charges.* All charges shall be billed and allocated against the vessel in accordance with such fiscal regulations as may from time to time be prescribed by the Assistant Deputy Administrator for Fiscal Affairs. In allowing such charges, the Administrator shall take into account charges made by the agent or general agent against any other agencies of the United States or for the use of terminal for lend-lease or defense aid cargo and may reduce the charges herein provided to the extent that charges are made against other agencies or for the use of terminal for lend-lease or defense aid cargo in excess of the rates provided by this order. [General Order No. 15, Approved July 3, 1942; 7 F.R. 5142]

CLARIFYING PROVISIONS OF SUPPLEMENT NO. 3

Provisions of §§ 306.7 and 306.8 of General Order No. 12 shall apply in their entirety to service rendered under §§ 306.21 to 306.28 inclusive and no brokerage or other agency fees not specifically authorized in said §§ 306.7 and 306.8 or in §§ 306.21 to 306.28 inclusive shall be allowed unless previously approved by the War Shipping Administration. [General Order No. 12, Supp. 3-A; 7 F.R. 6374]

§ 306.35 *Brokerage or other commissions.* Except with the prior approval of the Administrator no brokerage or other commission shall be paid for any services rendered or to be rendered in the procurement of or the preparation or execution of charter parties, space contracts or other contracts of affreightment for the carriage of goods in bulk or otherwise in merchant vessels owned by or under bareboat or time charter to or operated by or for the use or account of the United States of America. [General Order No. 12, Supp. 4; 7 F.R. 6375]

PART 341—SHIP WARRANT REGULATIONS¹

Sections 241.1 to 241.73 of the Ship Warrant Regulations issued by the Maritime Commission, 6 F.R. 4537, were adopted by the War Shipping Administration on February 18, 1942 and have been renumbered Part 341, §§ 341.1 to 341.73.

Sec.

341.91 Maximum freight rates.

341.92 Revision of rates and surcharges.

341.93 Rate orders.

AUTHORITY: §§ 341.91 to 341.93 inclusive issued under E.O. 9054, 7 F.R. 837.

§ 341.91 *Maximum freight rates.* The maximum rates relating to berth service, lump sum charters or other freighting arrangements shall be those in effect on September 1, 1940 (or comparable charges in case no charge was then in effect) plus such reasonable additional surcharges as were approved by the United States Maritime Commission to become effective on or before February 7, 1942, to cover additional expense of operation due to increases, after September 1, 1940, in the cost of war risk insurance on hull and machinery, war risk P. & I. insurance, life insurance on the crew, internment insurance, crew bonus, increased length of voyage due to routing, convoy, etc., and increases in other operating expenses not assumed by an owner under time charter: *Provided,* That in cases in which the United States Maritime Commission, after September 1, 1940, specified freight rates, such rates shall constitute the maximum rates

¹The Ship Warrant Regulations of the United States Maritime Commission, published in the FEDERAL REGISTER under Title 46—Shipping; Chapter II—Maritime Commission; (6 F.R. 4537) part 241, sections numbered from 241.1 to 241.73 inclusive, were adopted by the War Shipping Administration under date of February 18, 1942 and made a part of Chapter IV, War Shipping Administration and renumbered Part 341, §§ 341.1 to 341.73.

hereby prescribed, it being understood, however, that such rates may for the purposes of the Act of July 14, 1941, be hereafter adjusted separately. (U. S. Maritime Commission General Order No. 49 and Supplement No. 1.)

§ 341.92 *Revision of rates and surcharges.* The surcharges herein prescribed, and the basic rates on which they are to be calculated, are subject to revision from time to time in the light of changing conditions, pursuant to the provisions of the Act of July 14, 1941, and shall be subject to the provisions of

the Shipping Act, 1916, as amended, and related acts; to any proceedings upon complaint by shippers or other interested parties; to any investigation with respect to the surcharge or rates in question, including any findings of fact or conclusions of law, and to any valid orders or directions which may be issued with respect thereto, either by the United States Maritime Commission or the War Shipping Administration. In the determination of such surcharges, valuations for purposes of war risk insurance shall be subject to approval by the War Shipping Administration.

§ 341.93 *Rate orders.* All modifications, amplifications or changes made by the Administration in the rates and conditions hereby prescribed, pursuant to the Act of July 14, 1941, shall be in the form of "Rate Orders" hereafter to be issued. [General Order No. 3, approved February 10, 1942; 7 F.R. 3674]

By Order of the War Shipping Administrator. Approved: August 14, 1942.

[SEAL]

W. C. PEET, JR.,
Secretary.

[F. R. Doc. 42-7967; Filed, August 14, 1942;
4:43 p. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[Correction of General Order O.D.T. 12]

PART 502—DIRECTION OF TRAFFIC MOVEMENT

SUBPART D—DOMESTIC TRAFFIC MOVEMENT OF EXPORT, COASTWISE AND INTERCOASTAL FREIGHT

Wherever the section numbers "500.20" and "500.21" appear in General Order O.D.T. No. 12,¹—the numerical designations should read "502.20" and "502.21" and General Order O.D.T. No. 12 is hereby corrected accordingly.

Issued at Washington, D. C., this 18th day of August 1942.

JOSEPH B. EASTMAN,
Director of Defense Transportation.

[F. R. Doc. 42-8067; Filed August 18, 1942;
11:07 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. B-262]

G. W. ROSE COAL CO.

CEASE AND DESIST ORDER, ETC.

In the matter of G. W. Rose, doing business under the name and style of G. W. Rose Coal Company, Code Member.

Order granting application filed pursuant to § 301.132 of the Rules of Practice and Procedure for disposition hereof without formal hearing and cancelling hearing and to cease and desist.

A complaint dated May 13, 1942 pursuant to the provisions of sections 4 II(j) and 5 (b) of the Bituminous Coal Act of 1937 (the "Act") having been duly filed on May 14, 1942 with the Bituminous Coal Division (the "Division") by the Bituminous Coal Producers Board for District No. 8, a District Board (the "complainant") alleging that G. W. Rose, doing business under the name and style of G. W. Rose Coal Company, a code member (the "Code Member") operating the G. W. Rose Mine, Mine Index No. 2358, located in Wise County, Virginia, district No. 8, wilfully violated the provisions of the Act, and the Bituminous Coal Code (the "Code"), the Schedule of Effective Minimum Prices for District No. 8 For Truck Shipments and Rules and Regulations respectively promulgated thereunder by the Division as more fully set forth in the complaint;

The complaint herein and the Notice of and Order for Hearing, issued May 28, 1942, having been duly served on the code member on June 1, 1942, and the hearing herein noticed for July 1, 1942, having been postponed by Order, issued June 22, 1942, to a date and place

¹ 7 F.R. 4858.

to be thereafter designated by an appropriate order; and

The Code Member, having duly filed with the Division on June 10, 1942, an application dated June 8, 1942, for the disposition of this compliance proceeding without formal hearing pursuant to § 301.132 of the Rules of Practice and Procedure; and

Notice, dated July 13, 1942, of the filing of said application, having been published in the FEDERAL REGISTER on July 15, 1942, pursuant to said § 301.132; and copies thereof having been duly mailed to interested parties, including the complainant herein; and

Said Notice of filing having provided that interested parties desiring to do so might within fifteen (15) days from the date of said Notice file recommendations, or requests for informal conferences, in respect to said application, and it appearing that no such recommendations or requests have been filed with the Division within said fifteen (15) day period; and

It appearing from said application that the code member admits that he wilfully committed the violations alleged in the complaint herein by selling, delivering and offering to sell to various purchasers on various dates between October 2, 1940 and August 23, 1941, approximately 104 tons of high volatile Size Group 5 (for truck shipment) 1½ x 2" nut coal, produced by the applicant at his mine, Mine Index No. 2358, located in Wise County, Virginia, District No. 8, at a price of \$1.55 per net ton f. o. b. the mine, whereas the effective minimum price for said coal was \$2.25 per net ton f. o. b. the mine; and

It further appearing in said application that the code member represents that to the best of his knowledge he has not committed any violations of the Act, the Code or Rules and Regulations thereunder other than those admitted and more particularly described in said application; and

It further appearing in said application that the code member consents to the entry of an order directing him to cease and desist from further violations of the Act, the Code and Rules and Regulations thereunder;

Now, therefore, pursuant to the authority vested in the Division by section 4 II (j) of the Act authorizing it to adjust complaints of violations and to compose the differences of the parties thereto, and upon said application of the code member for disposition without formal hearing of the charges contained in the complaint herein, pursuant to said § 301.132 of the Rules of Practice and Procedure and upon evidence in the possession of the Division:

It is hereby found that:

(a) G. W. Rose is an individual doing business under the name and style of G. W. Rose Coal Company and engaged in the business of mining and producing bituminous coal in Wise County, Virginia, District No. 8;

(b) G. W. Rose, doing business under the name and style of G. W. Rose Coal

Company filed with the Division his acceptance of code membership, dated August 3, 1939. Said acceptance was made effective as of August 7, 1939, and since that day he has been and is now a code member in District No. 8 operating the G. W. Rose Mine (Mine Index No. 2358) located in Wise County, Virginia;

(c) G. W. Rose, doing business under the name and style of G. W. Rose Coal Company, during the period October 2, 1940 to August 23, 1941, both dates inclusive, wilfully violated the Act, the Code, and Rules and Regulations and effective minimum prices thereunder by offering to sell, selling and delivering approximately 104 tons of high volatile Size Group 5, 1½" x 2" nut coal, produced by G. W. Rose at the above-named mine, to various purchasers at a price of \$1.55 per net ton f. o. b. said mine for truck shipment, whereas the effective minimum price for said coal was \$2.25 per net ton f. o. b. said mine, as established and set forth in the Schedule of Effective Minimum Prices for District No. 8 For Truck Shipments.

It is hereby further found, pursuant to the provisions of section 5 (b) of the Act, G. W. Rose, doing business under the name and style of G. W. Rose Coal Company, should be directed to cease and desist from further violations as described in paragraph (c) hereinabove.

Now, therefore, upon the basis of the above findings and the said admission and the consent filed by G. W. Rose, doing business under the name and style of G. W. Rose Coal Company, pursuant to § 301.132 of the Rules of Practice and Procedure:

It is ordered, That the aforesaid application of G. W. Rose doing business under the name and style of G. W. Rose Coal Company be and the same hereby is granted;

It is further ordered, That the hearing heretofore postponed by order, dated June 22, 1942, to a date and place to be thereafter designated by appropriate order, be and the same hereby is cancelled;

It is further ordered, That pursuant to section 5 (b) of the Act, G. W. Rose, his agents, servants, employees, attorneys, receivers, assigns and all persons acting or claiming to act on his behalf, or in his interest, cease and desist, and they hereby are permanently enjoined and restrained from violating the Act, the Code, and the Rules and Regulations issued thereunder;

It is further ordered, That the Division, upon failure of G. W. Rose to comply with this order, may apply to the Circuit Court of Appeals of the United States within any Circuit that G. W. Rose carries on business for the enforcement thereof or take other appropriate action.

Dated: August 15, 1942.

[SEAL]

E. BOYKIN HARTLEY,
Acting Director.

[F. R. Doc. 42-8068; Filed, August 18, 1942;
11:18 a. m.]

[Docket No. A-1568]

DISTRICT BOARD NO. 8

NOTICE OF AND ORDER FOR HEARING

In the matter of the petition of District Board No. 8 for a change to higher price classifications and higher minimum prices for rail and truck shipments for the coals of Mine Index Nos. 339, 278, 892, 5215, 5214, 669 and 480 in the No. 5 Seam in Virginia Subdistrict, District No. 8.

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on September 15, 1942, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Charles S. Mitchell or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in this proceeding and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before September 8, 1942.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of intervention or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to a petition filed with the Division by District Board No. 8 requesting

a change to higher price classifications and higher minimum prices for rail and truck shipments for the coals of the following mines: Monarch Mine, Mine Index No. 339 of Blue Diamond Coal Company, Mines Nos. 1 & 2, 3, 5, 6 and Millers Cove, having Mine Index Nos. 278, 892, 5215, 5214 and 669, respectively, of Kemmerer Gem Coal Company; and Virginia Lee Mine, Mine Index No. 480, of the Virginia-Lee Company, in No. 5 Seam in Virginia Subdistrict of District No. 8.

Dated: August 15, 1942.

[SEAL] E. BOYKIN HARTLEY,
Acting Director.

[F. R. Doc. 42-8069; Filed August 18, 1942;

11:18 a. m.]

[Docket No. A-1580]

DISTRICT BOARD NO. 8

NOTICE OF AND ORDER FOR HEARING

In the matter of the petition of District Board No. 8 for a change in territorial boundary between District 3 and District 8 in Nicholas County, West Virginia.

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on September 22, 1942, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street, NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Charles S. Mitchell or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, take evidence, to continue said hearing from time to time, and to prepare and submit proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in this proceeding and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before September 15, 1942.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of intervention or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to a petition filed with this Division by District Board No. 8 requesting a change in the territorial boundary between District 3 and District 8 in Nicholas County, West Virginia.

Dated: August 15, 1942.

[SEAL] E. BOYKIN HARTLEY,
Acting Director.[F. R. Doc. 42-8070; Filed, August 18, 1942;
11:19 a. m.]

[No. 42]

APPLICATIONS FOR REGISTRATION AS DISTRIBUTOR, ETC.

To all District Boards, Code Members, distributors, the Consumers' Counsel and other interested persons:

An application for registration as a distributor has been filed by each of the following and is under consideration by the Acting Director:

Name and address:	Date application filed
Fruit Belt Coal Co. (Bert Malott), 4th and Park Sts., Benton Harbor, Mich.....	7/30/42
S. M. Miller, P. O. Box 865, Beckley, W. Va.....	7/27/42

Any district board, code member, distributor, the Consumers' Counsel, or any other interested person, who has pertinent information concerning the eligibility of any of the above-named applicants for registration as distributors under the provisions of the Bituminous Coal Act and the Rules and Regulations for the Registration of Distributors, is invited to furnish such information to the Division on or before September 14, 1942. This information should be mailed or presented to the Bituminous Coal Division, 734 15th Street NW., Washington, D. C.

Dated, August 15, 1942.

[SEAL] E. BOYKIN HARTLEY,
Acting Director.[F. R. Doc. 42-8071; Filed, August 18, 1942;
11:20 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

[Administrative Order No. 152]

CONVERTED PAPER PRODUCTS INDUSTRY
APPOINTMENT OF INDUSTRY COMMITTEE
NO. 48

(1) By virtue of and pursuant to the authority vested in me by the Fair Labor

Standards Act of 1938, I. L. Metcalfe Walling, Administrator of the Wage and Hour Division, U. S. Department of Labor, do hereby appoint and convene for the Converted Paper Products Industry (as such industry is defined in paragraph 2) an industry committee composed of the following representatives:

For the Public: William E. Simkin, Chairman, Philadelphia, Pennsylvania; Thomas L. Norton, Buffalo, New York; Tipton R. Snavelly, Charlottesville, Virginia; William John Wilgus, Ascuntney, Vermont; Edgar M. Hoover, Jr., Washington, D. C.; John A. Lapp, Chicago, Illinois; Joseph M. Klamon, St. Louis, Missouri.

For the Employees: Frank Grasso, New York, New York; Burt J. Mason, Chicago, Illinois; Earl Taylor, Toledo, Ohio; Homer L. Humble, Prichard, Alabama; Harriet Wray, New York, New York; C. V. Ernest, Baltimore, Maryland; Boris Shishkin, Washington, D. C.

For the Employers: A. R. Leiserson, Richmond, Virginia; Allan K. Schleicher, St. Louis, Missouri; Ralph A. Hayward, Kalamazoo, Michigan; James L. Coker, Hartsville, South Carolina; E. V. Johnson, Springfield, Massachusetts; Walter F. Lipford, Richmond, Virginia; Emory R. Beetham, Cleveland, Ohio.

Such representatives having been appointed with due regard to the geographical regions in which such industry is carried on.

(2) For the purpose of this order the term "converted paper products industry" means:

The manufacture of all products which have as a basic component pulp, paper or board (as those terms are used in Administrative Order No. 41 defining the Pulp and Primary Paper Industry) and the manufacture of all like products in which synthetic materials, such as cellophane, plicofilm or synthetic resin, used in sheet form, is a basic component.

Provided, however, That the manufacture of the following shall not be included:

(a) Any product the manufacture of which is covered by a wage order of the Administrator relating to the Textile, Apparel, Hat, Millinery, Shoe, Pulp and Primary Paper, Carpet and Rug, Portable Lamp and Shade, or Luggage, Leather Goods and Women's Handbag Industry.

(b) Any product, such as rayon, cellophane, etc., made from such pulp by a process which involves the destruction of the original fibrous structure of such pulp.

(c) Roofing paper, insulation board and products therefrom for use as building materials, or shingles.

(d) Newspapers, magazines, books, blueprints, photographs and other products in which graphic art is the exclusive medium through which the products function: *Provided, however,* That the production of printed forms, stationery, blank books, and tablets, other than the printing thereof in a job printing establishment, and the production of other products in the use of which graphic art is applied by the ultimate consumer of

the products, shall be included within the converted paper products industry as herein defined.

(3) The definition of the converted paper products industry covers all occupations in the industry which are necessary to the production of the products specified in the definition, including clerical, maintenance, shipping and selling occupations: *Provided, however,* That where an employee covered by this definition is employed during the same workweek at two or more different minimum rates of pay, he shall be paid the highest of such rates for such workweek unless records concerning his employment are kept by his employer in accordance with applicable regulations of the Wage and Hour Division.

(4) The industry committee herein created shall meet at 10:00 A. M. on September 9, 1942 in the College Room of the Hotel Astor, New York City, and, in accordance with the provisions of the Fair Labor Standards Act of 1938 and rules and regulations promulgated thereunder, shall proceed to investigate conditions in the industry and recommend to the Administrator minimum wage rates for all employees thereof who within the meaning of said Act are "engaged in commerce or in the production of goods for commerce," excepting employees exempted by virtue of the provisions of section 13 (a) and employees coming under the provisions of section 14.

Signed at New York, New York, this 15th day of August 1942.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 42-8052; Filed, August 18, 1942;
10:09 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6401]

WESTERN UNION TELEGRAPH COMPANY CHANGES IN DIRECTORY OF STATION LISTINGS, ETC.

Order in the matter of changes in directory of station listings and increased rates of the Western Union Telegraph Company for service to and from various points in the United States and Canada.

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 11th day of August 1942:

It appearing, that there has been filed with the Commission Supplements Nos. 63, 64 and 65, and the revised numbered pages set forth in the attached list, marked Exhibit "A"¹ and made a part hereof, to The Western Union Telegraph Company Tariff F.C.C. No. 217, effective August 13, 18, 26 and 13, 1942, respectively, changing said company's directory of station listings at the various named points set forth in the attached list, marked Exhibit "B", and made a part hereof, and providing for the discontin-

¹ Filed as part of the original document.

uance of certain public telegraph offices and for an increase in the rates and charges applicable to the receipt, transmission, and delivery of telegraph messages to and from such points;

It further appearing, that said Supplements Nos. 63, 64 and 65, and said revised numbered pages to The Western Union Telegraph Company Tariff F.C.C. No. 217, make increases in rates and charges and state regulations and practices effecting such increase in rates and charges for the receipt, transmission, and delivery of telegraph messages in interstate and foreign commerce; that the rights and interests of the public may be injuriously affected thereby; and it being the opinion of the Commission that the effective dates of said tariff supplements and revised pages insofar as they relate to increases in rates should be postponed pending hearing and decision thereon;

It is ordered, That the Commission, upon its own motion, without formal pleading, enter upon a hearing concerning the lawfulness of the rates, charges, regulations and practices contained in said Supplements Nos. 63, 64 and 65, and said revised numbered pages to The Western Union Telegraph Company Tariff F.C.C. No. 217, insofar as they relate to changes in such company's directory of station listings at the various named points set forth in Exhibit "B";¹

It is further ordered, That the operation of said tariff supplements and revised numbered pages, insofar as they provide for an increase in the rates and charges for the receipt, transmission and delivery of interstate or foreign telegraph messages to and from the points set forth in Exhibit "B", be suspended; and that the use of the rates, charges, regulations and practices therein stated as applicable to such points, insofar as they provide for an increase in the rates and charges, be deferred for a period of three months beyond the time when they would otherwise go into effect, unless otherwise ordered by the Commission; and during said period of suspension, no change shall be made in the rates, charges, regulations and practices herein suspended or in the rates or charges sought to be increased or the regulations and practices relating thereto unless authorized by special permission of the Commission;

It is further ordered, That an investigation be, and the same is hereby, instituted, into the lawfulness of the rates, charges, classifications, regulations, practices and services of The Western Union Telegraph Company for and in connection with service to and from the points named in Supplements Nos. 63, 64 and 65 and said revised numbered pages of The Western Union Telegraph Company Tariff F.C.C. No. 217;

It is further ordered, That in the event a decision as to the lawfulness of the charges herein suspended has not been made during the suspension period, and said charges shall go into effect, The Western Union Telegraph Company, and all carriers subject to the Commission's jurisdiction participating in service provided under the tariff provisions sus-

pended herein, shall, until further order of the Commission, each keep accurate account of all amounts charged, collected or received by each of them by reason of any increase in charges affected thereby; in which accounts each such carrier shall specify by whom and in whose behalf such amounts are paid;

It is further ordered, That The Western Union Telegraph Company and each participating carrier subject to the Commission's jurisdiction shall file with this Commission a report, under oath, on or before the 10th day of each calendar month, commencing December 10, 1942, showing the amounts charged, collected or received and accounted for as aforesaid, during the previous calendar month:

It is further ordered, That a copy of this Order shall be filed in the office of the Federal Communications Commission with said tariff supplements and revised numbered pages herein suspended in part; that copies hereof be served upon the carrier parties to such supplements and tariff; and that said carrier parties be, and they are hereby, each made a party respondent to this proceeding;

It is further ordered, That this proceeding be, and the same is hereby, assigned for hearing at 10 a. m. on the 9th day of September 1942, at the offices of the Federal Communications Commission in Washington, D. C.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 42-8066; Filed, August 18, 1942;
10:56 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 7-675]

PEPSI-COLA COMPANY

ORDER SETTING HEARING ON APPLICATION TO EXTEND UNLISTED TRADING PRIVILEGES

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 17th day of August, A. D. 1942.

In the matter of application of the Boston Stock Exchange to extend unlisted trading privileges to Pepsi-Cola Company, Common Stock, \$1 Par Value.

The Boston Stock Exchange, pursuant to section 12 (f) of the Securities Exchange Act of 1934, and Rule X-12F-1 promulgated thereunder, having made application to the Commission to extend unlisted trading privileges to the above-mentioned security; and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10 a. m. on Wednesday, September 23, 1942, at the office of the Securities and Exchange Commission,

82 Devonshire Street, Boston, Massachusetts, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Frank Kopelman, or any other officer or officers of the Commission named by it for that purpose, shall preside at the hearing on such matter. The officer so designated to preside at such hearing is hereby empowered to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 42-8055; Filed, August 18, 1942;
10:37 a. m.]

[File No. 1-2884]

ALLEN ELECTRIC & EQUIPMENT COMPANY

ORDER POSTPONING HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 15th day of August, A. D. 1942.

The Allen Electric & Equipment Company pursuant to section 12 (d) of the Securities Exchange Act of 1934 and Rule X-12D2-1 (b) promulgated thereunder, having made application to the Commission to withdraw its Common Stock, \$1 Par Value, from listing and registration on the Detroit Stock Exchange; and

The Commission having ordered that a hearing be held in this matter on Wednesday, August 19, 1942, in Cleveland, Ohio; and

The Trial Examiner for the Commission having requested a postponement of said hearing, which postponement was consented to by the Applicant and by the Detroit Stock Exchange;

It is ordered, That the matter be set down for hearing at 10 a. m. Wednesday, September 2, 1942, at the office of the Securities and Exchange Commission, 1370 Ontario Street, Cleveland, Ohio, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That C. J. Odenweller, Jr., or any other officer or officers of the Commission named by it for that purpose shall preside at the hearing on such matter. The officer so designated to preside at such hearing is hereby empowered to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the

case and to perform all other duties in connection therewith authorized by law.
By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 42-8056; Filed, August 18, 1942;
10:37 a. m.]

[File Nos. 59-17, 59-11, 54-25]

UNITED LIGHT AND POWER CO., ET AL.

ORDER GRANTING TIME EXTENSION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania on the 15th day of August 1942.

In the matter of The United Light and Power Company, The United Light and Railways Company, American Light & Traction Company, Continental Gas & Electric Corporation, United American Company, and Iowa-Nebraska Light and Power Company, respondents, (File No. 59-17); The United Light and Power Company and its subsidiary companies, respondents, (File No. 59-11); and The United Light and Power Company, applicant, (File No. 54-25).

The Commission having by order dated August 5, 1941, entered pursuant to section 11 (b) (1) of the Public Utility Holding Company Act of 1935, directed that The United Light and Power Company, The United Light and Railways Company, American Light & Traction Company and Continental Gas & Electric Corporation, registered holding companies, dispose of certain of their interests in designated companies; and said order having provided that the respondents should make application to the Commission for the entry of such further orders as are necessary or appropriate for that purpose, and the Commission having reserved jurisdiction to enter such further orders as might be necessary or appropriate; and

The aforementioned holding companies having filed an application, designated as "Application No. 15", requesting an extension of time for one year within which to comply with our order of August 5, 1941; and

The Commission having found that said holding companies have been unable in the exercise of due diligence to comply with said order within the initial statutory period of one year from the date of its entry, and that an extension of time is necessary and appropriate in the public interest and for the protection of investors;

It is ordered, That said holding companies be, and they hereby are, granted an additional period of one year from August 5, 1942 within which to comply with said Order of August 5, 1941.

By the Commission.

ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 42-8057; Filed, August 18, 1942;
10:38 a. m.]