owners to file certificates of speed pursuant to §§ 302.44 to 302.47, inclusive.

(d) Passenger vessel. A passenger vessel is a vessel which was constructed or materially reconditioned prior to December 7, 1941, to accommodate at least fifty passengers.

(e) Specially ventilated vessel. A specially ventilated vessel is a vessel specially fitted with deck gratings, and hull battens or sheathing, and with heating equipment sufficient to maintain inside temperature of 50° when outside temperature is 20°.

(f) Ore carrier. An ore carrier, for the purpose of this order, shall be considered to be a dry cargo vessel. [Paragraph (f) added by Supp. 5, Sept. 15, 1944, 9 F.R. 11547]

§ 302.110 Operation of provisions of §§ 302.101–302.113. No provision of §§ 302.101–302.113 shall apply so as to provide a higher value or more aggregate charter hire for a vessel coming within a given tonnage subdivision than the minimum value or minimum aggregate charter hire for a vessel substantially similar but coming within the next higher tonnage subdivision.

§ 302.111 Vessels subject to section 902 (b) of the Merchant Marine Act, 1936. Wherever a vessel is subject to section 902 (b) of the Merchant Marine Act, 1936, as amended, the provisions of section 802 of said Act shall apply and control in the determination of values with respect to risks insured or assumed by the War Shipping Administration, notwithstanding any contrary provisions of §§ 302.101–302.113.

§ 302.112 The Administrator may modify §§ 302.101–302.113. The Administrator reserves the right to exempt specific vessels from the scope of this General Order 37 ( §§ 302.101–302.113), or to amend, modify, or terminate said order, but no such action shall apply to any charter (mentioned in § 302.102 (a)) tendered and executed prior to the date of any such action except where such action is in conformity with the provisions of the applicable charter.

§ 302.113 Effective date and supersession of previous sections. Sections 302.101–302.113 shall become effective, (a) insofar as it provides rates of charter hire, as of the effective dates of the applicable charters executed on one of the forms mentioned in § 302.102 (a), and (b) insofar as it provides values, as of Noon E. W. T. April 20, 1944 and, as of such effective dates, §§ 302.12–302.24, 302.28–302.36, 302.44–302.46, and 302.63–302.67, and all supplements and amendments to such sections, shall be superseded insofar as values or rates are determined in accordance with the provisions of §§ 302.101–302.113; Provided, however, That the values shall be applicable for the purpose of establishing insurance valuations under Form No. 1 and Form No. 3 attached to the notice of “Revised Program of Ship Requisition, Charter and Operation” dated November 24, 1943, and published in the Federal Register of November 27, 1943, 8 F.R. 16089, from the earliest effective dates permissible in conformity with Paragraph Fourth of each such form, and the rates of bareboat charter hire described in this order shall be effective as of January 1, 1944, with respect to redeterminations of the rates effected by said notice of November 24, 1943.

PART 303—CONTRACT FOR CARRIAGE ON VESSELS OWNED OR CHARTERED BY THE WAR SHIPPING ADMINISTRATION

Sec.

303.4 Uniform voyage charter for private carriage of dry cargoes, “Warshipvoy (Revised) 8/15/44.” [Revised]

303.5 Uniform voyage charter for private carriage of dry cargoes, “Warshipvoy 3/1/43.” [Superseded].

303.11a Uniform bill of lading “Warshiplading 7/1/42”, optional signature clause. [Added]

303.13 Authority from master to sign. [Revised]

303.17 Government form of bill of lading. [Revoked]

303.21 Uniform bill of lading for barges, tugs and other vessels used in barge service “Warshipitowblading”. [Amended]

303.24a Uniform passenger ticket “Warshipticket 11/15/43,” optional signature clause. [Added]

323.26 Consent of master required. [Revised]

303.32 Uniform ocean bill of lading, short term “Warshipshortblading.” [Amended]

303.32a Uniform ocean bill of lading short form “Warshipshortblading 12/5/42”, optional signature clause. [Added]
Title 46—Shipping

Sec. 303.33 Uniform ocean bill of lading for government cargo, "Warshipshortblading (U. S. Gov. Form)." [Added]

303.34 Bills of lading for government cargo. [Added]


§ 303.4 Uniform voyage charter for private carriage of dry cargoes, "Warshipvoy (Revised) 8/15/44." (a) On and after August 15, 1944, all voyage charters or trip charters entered into by or on behalf of the War Shipping Administration for the private carriage (as distinct from common carriage) of all dry cargoes (except sugar in the West Indies sugar trade) on vessels operated by or on behalf of the War Shipping Administration shall be on the form designated Warshipvoy (Revised) 8/15/44.

(b) The said Warshipvoy (Revised) form of charter party shall be printed on one page in type no smaller than six-point, Part I being completely on the face of the form and Part II being completely on the reverse of the form.

(c) The right is reserved to approve other forms of voyage charters and make general amendments or amendments appropriate to specific trades.

(d) In printing the form and in preparing individual charter parties the Agent’s attention is directed to Traffic Regulation No. 12 with particular reference to Part A which contains detailed instructions in connection with filling in the blank spaces in Part I of the charter party.

(e) Agents may upon advice to the War Shipping Administration, and upon previous approval by it, incorporate special provisions in Part I of the charter party appropriate and necessary to the particular commodity, vessel or trade. Special provisions intended for more or less general use in a particular trade will be authorized by Rate Orders or Traffic Regulations. Other special provisions may be authorized by letter or written communication from the War Shipping Administration to the Agent.

(f) The form of cargo receipt attached to the charter party and referred to in Clause 18 thereof may be adapted to the requirements of a particular trade or to the description of a particular cargo, Provided, The form and contents of the said receipt are not substantially changed.

(g) Warshipvoy charter parties shall be in the following form:

Warshipvoy (Revised) 8/15/41

Contract No. ........................

VOYAGE CHARTER PARTY
Charter party made as of .................., at ----------------- between the United States of America, acting by and through the Administrator, War Shipping Administration, (hereinafter called the ‘‘Owner’’) of the good ........................ MS

---------------------- (hereinafter called the ‘‘Vessel’’) and ----------------------, charterer (hereinafter called the ‘‘Charterer’’)

This Charter Party consists of Part I and Part II. Except to the extent otherwise provided in Part I, all the provisions of Part II shall be a part of this Charter Party as though fully set forth herein.

PART I

A. Description of vessel:

Net registered tonnage of vessel: ................

Classed: -------------------------------------

Fully Loaded Draft (Summer Marks): -----

Capacity for cargo (including deck cargo, if any) tons of 2240 lbs. (10 per cent more or less vessel’s option).

Bale cubic capacity for cargo ------- cu. ft., under deck according to ship’s plan, but not guaranteed by the Owner.

Number of hatches: ............................

Number of winches and derricks: ............

B. Description of Cargo:

C. Loading Port(s): ............................

D. Discharging Port(s): ........................

E. Freight Rate: .................................

Demurrage: .................................

Despatch: .................................

F. Stevedoring: .................................

G. Loading Time: ...............................

H. Discharging Time: ...........................

I. Special Provisions: ..........................

Commission. Commission or brokerage, if any, is due and payable by the Owner in accordance with and to the extent of applicable regulations of the War Shipping Administration to -------------------.

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 ------------------- Agent.

Witness the signature of:

By -------------------

Page 3710
PART II

1. Vessel and voyage. The Vessel on tendering hereunder shall as far as due diligence can make her so, be tight, staunch, strong and ready for service. Because of prevailing conditions, it is agreed that the Vessel may be of a type not fitted, constructed or ordinarily employed for the contract voyage and the Owner shall not be responsible for any loss or damage or delay to cargo arising from or due to the type or structure of the Vessel provided the same is not due to the Owner's failure to exercise due diligence, and all risk of loss, damage or delay inherent in such carriage or attributable to such use shall be borne by the Charterer. In the event the named Vessel is prevented from reporting for loading for any reason, Owners are to have the privilege of substituting another vessel of similar class, and, in the event the rate order provides for any alteration in rate, loading or discharging time, demurrage or discharge allowances, in substitution of the vessel, the Charterer or Owner, whoever is affected, shall receive the benefit of such change or change.

2. Stevedoring and lighterage. (a) Stevedoring and other expenses of loading and discharging, including any expense of tallying, marking, marking, cargo fittings, heavy lifts, dumping and trimming, removal of strongbacks with shore equipment where necessary are upon the basis set out in Part I. Unless otherwise agreed, dunnage and fittings placed aboard on the Charterer may be retained on board at the option of the Owner. If the Owner elects not to retain them on board, the cost of removal and discharge shall be borne by the Charterer, and time so used shall count as laytime. Where Charterer loads or discharges the Charterer shall be responsible for cleaning the cargo compartments at Charterer's expense and on his time. Cleaning shall mean such holds with refuse removed except on cargo where custom provides for more complete cleaning.

(b) The Vessel will permit the use of ship's winches and other appropriate gear actually on board. The Vessel will at all times provide power sufficient to run all the winches, or all necessary to be worked. Where loading or discharging is performable by the Charterer and it is necessary to employ the Vessel's crew to operate winches, the said members of the crew shall be deemed the agents of the Charterer and any wages or overtime payable to Charterer's account and shall be covered by Charterer's compensation or other liability insurance ordinarily required by law or custom upon stevedores or other workmen employed by or performing any of the duties of the Charterer hereunder at all ports or places of loading and discharging and work may have been done by Charterer or its Agents or contractors appointed by the Charterer or performing any of its duties in the loading or discharging of the Vessel at a place of delivery, or from failure of equipment supplied by them. (d) Lighterage, if any, to be at the risk and expense of the cargo.

3. Loading port. (a) The cargo described in Part I shall be loaded on the Vessel but in no case shall the Vessel can reasonably stow and carry, in the judgment of the Master, over and above the space and burthen necessary for Vessel's officers, crew, her cabin, tackle, apparel, furniture, provisions, fresh water, stores, necessary ballast and fuel. No cargo shall be carried on deck, unless provided in Part I hereof. If permission is obtained and in such case the carriage of deck cargo shall be at the sole discretion of the Master and at the risk of the Charterer and Owners of such cargo. Any material required for securing deck cargo is to be furnished by the Charterer and for his account, but Charterer may have the use of any such material aboard the Vessel.

(b) Loading port or ports to be named by the Charterer not later than upon signing this charter.

4. Loading berth. (a) The cargo described in Part I shall be loaded on the Vessel at such berth or berths that the Charterer may designate, always, however, subject to the approval of the War Shipping Administration. One loading berth only is contemplated, and permission of the Owner is required for any additional berths. If permission is obtained the Charterer shall pay all expenses, except wages of the Vessel's crew including overtime, fuel, and other usual vessel expenses incurred in shifting between or among berths and the time consumed shall count as used loading time.

(b) The Charterer warrants that such berth or place as may be designated by him shall be safe in all respects. Unless expressly provided in Part I that the Vessel may load safely aground, the Charterer warrants that such berth or berths shall have sufficient depth of water at all times and stages of tide to accommodate safely a vessel of the size and particulars designated in Part I hereof and that the Vessel can proceed to, remain thereat, and depart therefrom always safely afloat.

(c) The Charterer warrants that the berth shall be available immediately when the Vessel is ready to load. Any time lost to the Vessel while awaiting berth shall be counted as used time for loading. Where delay is due to routing instructions, bunching of vessels in convoy or other similar causes resulting from orders of the United States or the
Owner, over which the Charterer has no control, the Owner reserves the right to exclude all or any part of the time the Vessel is so delayed from the lay time, if in the Owner's judgment, which shall be final and conclusive, the circumstances of the delay warrant such action.

5. Loading time. When the Vessel has arrived at the loading port and is in all respects ready to load, a notice of readiness to load shall be tendered by letter, telegram or phone to the Charterer or his agent whether or not during usual business hours and the despatch of such notice shall constitute notice whether or not it is received by the Charterer. The time for loading shall commence at the time stated below respectively, Vessel in or out of berth.

<table>
<thead>
<tr>
<th>Time for loading shall commence</th>
<th>At 1:00 p.m. on the same day.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 hours after notice provided loading commences before the four hour period after notice has expired, but in no event later than 4:00 p.m. on the same day.</td>
<td></td>
</tr>
<tr>
<td>4 hours after notice provided loading commences before the four hour period after notice has expired, but in no event later than 8:00 p.m. on the same day.</td>
<td></td>
</tr>
<tr>
<td>At 8:00 a.m. on the next day, unless loading commences before 12:00 midnight the day of tendering of notice in which event time starts 12:01 a.m. the next day.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If the said notice is tendered between</th>
<th></th>
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<tbody>
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<td>12:01 a.m. to 8:00 a.m.</td>
<td></td>
</tr>
<tr>
<td>8:01 a.m. to 12:00 noon</td>
<td></td>
</tr>
<tr>
<td>12:01 p.m. to 4:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>4:01 p.m. to 12:00 midnight</td>
<td></td>
</tr>
</tbody>
</table>

6. Freight. (a) Full freight to the discharging port named in Part I shall be considered completely earned on cargo as same is loaded whether the freight be stated or intended to be prepaid or to be collected and the Owner 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 whatever ship and/or cargo lost or not lost, whether or not the cargo is damaged or unsound or the voyage broken up or abandoned. In the event the Vessel and/or cargo is lost, the loading quantity, weight or measurement at the rate specified in Part I and as indicated by cargo receipts, shall be conclusive.

(b) Freight shall be payable in United States currency in the United States upon completion of loading, without deductions for any cause, except for advances to the Master. In the event freight is to be determined on the outturned weight, 90% of the freight on the loading weight shall be paid upon the signing of cargo receipts; the balance payable upon ascertaining of the gross landed weights as determined by certificates of public weighers, railway scale weights or by other customary means not inconsistent with these. The Vessel may checkweight or measure at its own expense.

(c) Should the Charterer fail to supply the cargo stipulated in Part I hereof, the Vessel may at the Master's option, and shall, upon the request of the Charterer, proceed on her voyage: Provided, That she is, in the judgment of the Master, in a seaworthy condition as far as the quantity and stowage of the cargo is concerned. In that event, dead freight shall be paid upon the difference between the quantity loaded and the quantity she would have carried if loaded as contracted. Dead freight shall be subject to all of the stipulations as to freight generally hereunder.

(d) If this Charter Party is for successive voyages, the freight for each and every voyage after the first voyage shall be at the rate prescribed by the War Shipping Administration on or before the date of completion of loading for each such voyage. If the rate of freight and/or surcharge at the time of such loading is higher than the rate stated in Part I hereof, Charterer agrees to pay such increase and the Vessel shall have a lien upon the goods for any difference between such increased rate and surcharge and the rate and surcharge stated herein. Similarly any reduction in the rate or surcharge will inure to the benefit of the Charterer.

(e) Notwithstanding any of the foregoing provisions of this clause, the Owner may repay or refund all or part of the freight, dead freight or charges including demurrage if in the judgment of the Owner, whose decision shall be final and conclusive, the circumstances are of a nature which requires the whole or partial absorption of the loss by the Owner rather than by the Charterer.

7. Advances. Cash shall be advanced by the Charter to the Master, if required, for ordinary disbursements at ports of loading and discharge against Master's receipt, and at current rates of exchange, free of interest, discount, commission, or insurance fees.

8 Discharging port. (a) If the port or ports of discharge are not specified in Part I hereof, such port or ports shall be named by the Charterer not later than the time of completion of loading. Any loss of time resulting from delay in naming the port of discharge shall count as used loading time.

(B) Diversion of the Vessel to another discharging port while en route to the first
named port at the request of the Charterer may be permitted by the Owner on such terms and conditions as may be agreed upon, but no such permission shall be given until such option had originally been granted in Part I hereof. When the Vessel is diverted or the voyage frustrated by reason of government orders or under any of the circumstances specified in Clause #23 hereof, all the rights, liberties and immunities stated in Clause #23 shall be available to the Owner and the Owner shall have the right to receive or retain freight in accordance with Clause #6 hereof except in cases where the Owner, whose decision shall be final and conclusive, determines that all or part of such freight should be refunded or reduced because the circumstances relating to the diversion or frustration are of a nature which properly requires the whole or partial absorption of the loss by the Owner rather than by the Charterer.

9. Discharging berth. (a) Cargo will be discharged at the berth or berths that the Charterer designates, always subject, however, to the approval of the War Shipping Administration. One discharging berth only is contemplated, and permission of the Owner is required for any additional berth. If permission is obtained, the Charterer shall pay all expenses, except wages of the Vessel's crew, including overtime, fuel, and other usual vessel expenses incurred in shifting between or among berths and the time consumed shall count as used discharging time. (b) The Charterer warrants that such berth or place as may be designated by him shall be safe in all respects. Unless expressly provided in Part I that the Vessel may discharge safely aground, the Charterer warrants that such berth or berths shall have sufficient depth of water at all times and stages of tide to accommodate safely a vessel of the size and particulars designated in Part I hereof and that the Vessel can proceed to, remain thereat, and depart therefrom always safely afloat.

(c) The Charterer warrants that the berth will be available immediately upon Vessel being ready to discharge. Any time lost to the Vessel while awaiting berth shall be counted as used time for discharging. Where delay is due to routing instructions, bunching of vessels in convoy or other similar causes resulting from orders of the United States or the Owner, over which the Charterer has no control, the Owner reserves the right to exclude all or any part of the time the Vessel is so delayed from the lay time, if in the Owner's judgment, which shall be final and conclusive, the circumstances of the delay warrant such action.

10. Discharging time. When the Vessel has arrived at the discharging port and is in all respects ready to discharge, a notice of readiness to discharge will be tendered by letter, telegram or phone to the Charterer or his agent whether or not during usual business hours and the despatch of such notice shall constitute notice whether or not it is received by the Charterer. The time for discharging shall commence at the times stated below respectively, vessel in or out of berth.

<table>
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<tr>
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<td>At 12:01 a.m. midnight the day of tendering of notice in which event time starts 12:01 a.m. the next day.</td>
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<td>12:01 p.m. to 4:00 p.m.</td>
<td>At 8:00 a.m. on the next day, unless discharging commences before 12:00 midnight.</td>
</tr>
<tr>
<td>4:01 p.m. to 12:00 midnight</td>
<td>At 1:00 p.m. on the same day.</td>
</tr>
</tbody>
</table>

11. Separation of cargo. Unless otherwise stipulated in Part I all of the cargo loaded shall be of the same character and quality, and no separation thereof shall be required. Cargo may be discharged and landed as it comes to hand. In the event the Charterer should desire separation of cargo, such separation shall be at his risk and expense, and any material required shall be for Charterer's account. In any event the Owner shall not be responsible for delivery of cargo by quality, grade or marks.

12. Demurrage, Despatch, Overtime.—(a) Laytime. For purposes of computing laytime under this Charter the quantities stipulated in Part I hereof as the minimum loading or discharging rate, or the minimum rate for bringing cargo to or taking it from alongside the Vessel, shall be the factor to determine the number of lay days allowed for loading and discharging.

(b) Demurrage. Charterers shall pay demurrage at the rate stipulated in Part I hereof for each and every day and pro rata for any part of a day that the time of loading or discharging exceeds the allowed lay-time.

(c) Despatch. Charterer shall be entitled to despatch, if any, at the rate stipulated in

Page 3713
Part I hereof for each and every day and pro rata for any part of a day for all lay-time saved in loading or discharging.

(d) Lay days reversible. Unless otherwise provided in Part I hereof lay days at Charterer's option are reversible, except that, if Charterer earns and elects at the time the bills of lading are signed to collect despatch at loading port, the Charterer is not entitled to a second election in the event demurrage accrues at the port of discharge.

(e) Overtime—Charterer's loads or discharges. If overtime is ordered by the Charterer, all overtime loading and discharging shall be at the Charterer's expense. If overtime is ordered by the Owner, the Owner shall pay or reimburse the Charterer for all overtime for stevedore labor or operators of cranes for loading from alongside the vessel at the end of ship's tackle or for discharging to the end of ship's tackle, but all overtime for placing cargo alongside or for taking it away from alongside the Vessel shall be for Charterer's account. Where overtime is ordered by the Owner, all overtime hours worked at the Owner's expense shall be deducted from any lay time saved in the event despatch is payable hereunder.

(f) Overtime—Owner's loads or discharges. If overtime is ordered by the Charterer, as Charterer may do with the approval of the War Shipping Administration's Port Representative, to avoid or minimize demurrage, earn despatch, or otherwise for Charterer's convenience, the Charterer shall pay or reimburse the Owners for all overtime expense. If overtime is ordered by the Owner, all overtime for stevedore labor or crane operators for loading cargo from alongside the Vessel at the end of the ship's tackle or for discharging cargo to the end of the ship's tackle shall be for the Owner's account, but all overtime for placing cargo alongside or for taking it away from alongside the Vessel shall be for Charterer's account.

(g) Overtime—Vessel's crew. Whether loading or discharging is performable by the Owner or by the Charterer, overtime of the Vessel shall be for the Owner's account; except, that where the Charterer loads or discharges and employs the Vessel's crew to operate winches, any overtime of members of the crew operating the winches shall be for the Charterer's account.

(h) Overtime—Right of owner to order. Notwithstanding the fact that the quantity stipulated in Part I hereof may be loaded or discharged during or before the end of the usual working hour day, the Owner reserves the right to order the Vessel to load or discharge as fast as she can twenty-four consecutive hours per day, each and every day, Sundays and holidays included or during any part of any or all days beyond the usual working hours. In that event and if the Charterer refuses or neglects to use due diligence to perform during straight or overtime hours any of the obligations on its part to be performed pursuant to this Charter Party, the Charterer shall pay as liquidated damage a sum computed upon the rate of demurrage stipulated in Part I hereof for each and every hour of work requested by the Owner which is not worked without regard to the allowed or unused lay time.

(i) Strikes. Any time lost through strikes, lockouts, or stoppages of work, not caused or promoted by the Charterer, shipper, consignee, or their agents, which prevent the Vessel from loading or discharging cargo, or which prevent the Charterer from bringing cargo, which is on the pier or lighter, alongside the Vessel, or prevents the Charterer from taking cargo from alongside the Vessel, is not to be computed as part of the time for loading or discharging; provided that the foregoing exceptions shall not apply to strikes, lockouts or stoppages of work existing at the berth at the time charterer designates such berth pursuant to Clause No. 4 (a) or No. 9 (a) hereof, or existing at the time the vessel, after arrival at port, tenders notice of readiness to load or discharge pursuant to Clauses No. 5 or No. 10 hereof.

(j) Strikes—Loading port. In the event the Vessel or loading of the Vessel is delayed by reason of strikes, lockouts, or stoppages of work, the Owner reserves the right at the loading port to despatch the Vessel with such portion of the cargo as may then be on board or at the Owner's option to terminate this Charter Party and withdraw the Vessel from service. In either event, the Charterer shall not be liable for dead freight or demurrage or both on cargo which is not loaded up to the time of the commencement of such strike, lockout or stoppage of work.

(k) Strikes—Discharge port. In the event the Vessel or discharge of the Vessel is delayed by reason of strike, lockout, or stoppage of work, the Owner reserved the right at the discharge port to discharge or dispose of the cargo still on board, at Charterer's risk and expense, in accordance with all the terms and liberties contained in Clause #23 hereof.

(l) Strikes—Notice to owner. In the event a strike, lockout or stoppage of work is in effect at a particular designated port or berth to which the Vessel is proceeding to load or discharge, the Charterer shall immediately communicate with the Owner or its Agents at that port. If the notice is received by the Owner in less than three days before the scheduled or anticipated arrival of the Vessel at that port, the Owner may elect whether or not to proceed to that port or berth. In the event the Owner elects to proceed, the Vessel may tender notice of arrival and the provisions of Paragraphs J and k above shall not be applicable and time for loading or discharging shall not commence until four hours after termination of the strike, lockout or stoppage of work. If the Owner elects not to proceed to the loading port, the Owner may terminate this Charter Party and withdraw the Vessel from service. If the Owner elects not to proceed to a discharge port the Owner shall be entitled to all the rights, liberties
and immunities provided in Clause 23 and Clause 8(b) hereof.

13. Appointment of Agents. The Owner's Agents will act for the Vessel at both loading and discharging ports.

14. Duties, taxes, wharfage, etc. The Vessel will be free of any wharf, dock, quay dues, or similar charges at both the port of loading and port of discharge. Custom's fees, entrance or clearance fees, whether measured by the volume of cargo or not, towing and tug charges, pilotage and other usual port charges on the vessel shall be paid by the Owner. All other duties, taxes or assessments of any sort, including but without limitation those against the Vessel which are measured by the volume of the cargo, shall be paid by the Charterer.

15. Customs, weighers, etc. All arrangements and expense for weighers, samplers and gauges, whether required by Customs, or to determine the quantity of cargo, the amount or adjustment of freight or otherwise and all other Customs' requirements in connection with the cargo to be paid by Charterer, and any delay resulting from failure to make such arrangements shall count as used lay time.

16. Charterer's lien. The Charterer shall have an absolute lien on the cargo and upon all sub-freights for all amounts due under this Charter including freight, dead freight, demurrage and costs and disbursements (including attorney's fees) of recovering the same, which lien shall continue after delivery of the cargo hereunder.

17. Assignment. Subject to the prior 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 and all its terms and conditions.

18. Cargo receipt. (a) Non-negotiable receipts substantially in the form appearing herein shall be issued and signed by the Master as requested. If a negotiable bill of lading is provided for in Part I, the bill of lading shall be in the form prescribed by General Order No. 16 and present and future supplements or amendments thereto (Warshiplading or Warshipshortlading) upon which the following clause shall be prominently placed: "Subject to all the terms, provisions, conditions and exceptions of Warshipvoy Charter Party dated.......

(b) Any receipt or bill of lading signed by or on behalf of the Master or Agent shall be without prejudice to the terms, conditions and exceptions of this Charter and subject to all of them. The Charterer hereby agrees to indemnify and hold harmless the Owner, the Master, and the Vessel of and from all consequences or liabilities that may arise from the Charterer or its agents or the Master signing or issuing receipts, bills of lading or other documents inconsistent with this Charter or from any irregularity in the papers supplied by the Charterer or its agents or from complying with Charterer's or its agents' orders.

19. Limitation of liability. (a) The Owner and the Vessel in all matters arising under this Charter Party shall be entitled to the like privileges and rights and immunities as are contained in Section 3 (6), Section 4 and Section 11 of the Carriage of Goods by Sea Act of the United States approved April 16, 1936. The aforesaid provisions (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 Owner or Vessel.

(b) Neither the Vessel or Owner, nor any corporation owned by, subsidiary to or associated or affiliated with the Vessel or Owner 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 and after discharge from the Vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by the owner's design or neglect.

(c) Any provision of this Charter to the contrary notwithstanding the Owner shall have the benefit of all limitations and exemptions from liability accorded to the owner or chartered owner by any statute or rule of law for the time being in force. The amount of the Owner's liability hereunder for or in connection with any cargo transported shall not exceed the value of the Owner's interest in the vessel and pending freight regardless of whether or not the Owner is within the purview of Sections 4361-4389 of the Revised Statutes of the United States.

20. Both-to-blame collision clause. 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, Mariners, Pilots, 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.

21. 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 Owner of the Vessel, 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 Vessel. 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, such deposit shall be 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.

22. 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 Owner is not responsible by statute, contract, or otherwise, the cargo, shippers, consignees, or owners of the cargo shall contribute with the Vessel and its 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 salvaging vessel is owned or operated by the Owner, salvage shall be paid for as fully as if the salvaging vessel or vessels belong to strangers.

23. Liberties clauses. (a) 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, damages, 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 or Master 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, if 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 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 paid in a specie 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.

(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.

(c) In addition to all other liberties hereinafter the Owner and the Vessel shall have the right to withhold delivery of, reship 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 or the Vessel 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 its 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.
24. Scope of voyage. (a) 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 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 include 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 cargo, known or unknown at the time of such loading and matters occurring after such loading, either with or without the cargo or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without the cargo aboard or on way or to repair yards, shift berths, make trial trips or tests, take fuel, passengers, crew 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.

(b) In view of the necessity for the expeditious employment of all the available Merchant Marine, the exercise by the carrier or master of any of the liberties granted herein with respect to loading, departure, scope of voyage, arrival, routes, ports of call, stoppage, discharge, destination, surrender, delivery, or otherwise, shall be presumed to be for the purposes of conserving and utilizing war time, sea mileage or shipping space, and therefore prima facie reasonable and necessary in the assembling, transportation or distribution of materials essential to the war effort.

25. Exceptions. The Vessel, her Master and Owner, shall not, unless otherwise in the 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 Charterer, Demise Charterer, Requisition Charter, and shall be deemed to include a Time Charter; any 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 personal fault or privity of the Owner. And neither the Vessel, the Master or Owner, nor the Charterer, shall, unless otherwise in the 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 or to repair or go on drydock either with or without cargo aboard. No exemption afforded to the Charterer under this clause shall diminish its obligations for payment of any sums due the Owner under the other provisions of this Charter.

26. Ice clause. The Vessel shall not be ordered to nor bound to enter any ice-bound place or any place where lights, lightships, marks and buoys on Vessel's arrival are or are likely to be withdrawn by reason of ice or where there is risk that ordinarily the Vessel will not be able on account of ice to enter, reach or leave the place. The Vessel shall not be obliged to force ice. If on account of ice the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged, he has the liberty to sail to a convenient open place and await the Charterer's further instructions. Detention through any of the above causes to be for the Charterer's account.

27. Definition of "owner." Wherever the word "Owner" appears herein without further definition it refers to the Owner of the Vessel, and shall be deemed to include a Time Charterer, Demise Charterer, Requisition Charterer, Deponent Owner, or user.

28. Part I and Part II. 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.

29. 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.
§ 303.5 Uniform voyage charter for private carriage of dry cargoes, “Warshipvoy 3/1/43”. [Superseded]

CODIFICATION: § 303.5 was superseded by § 303.4, by General Order 2, Supplement 6, July 28, 1944, 9 F.R. 9290.

§ 303.11a Uniform bill of lading “Warshiplading 7/1/42”, optional signature cause. Effective June 22, 1944, all agents for vessels owned by or under bareboat charter or Warshiptime—Form #101 (Rev.) charter to the War Shipping Administration may use the following signature clause in the place and stead of the signature clause prescribed in § 303.11 Uniform bill of lading “Warshiplading”:

In witness whereof, there have been executed ------------------ Bills of Lading exclusive of non-negotiable copies, all of the same tenor and date, one of which being accomplished, the others to stand void.

Dated at ------------------ this 19-

FOR THE MASTER,

By ------------------------------ (Insert name of Agent in print)
Agents for United States of America (War Shipping Administration),

By ------------------------------

[General Order 16, Supplement 9, June 21, 1944, 9 F.R. 6954]

§ 303.13 Authority from master to sign. Prior to the issuance of said bills of lading for the carriage of goods on any vessel, the operator or agent shall obtain from the master of said vessel a writing authorizing said operator or agent in its capacity as agent for the United States of America (War Shipping Administration) to sign and issue bills of lading for the Master and in his name. The authorization shall be in substantially the following form:

You, as Agent of the War Shipping Administration, and all subagents appointed by you, at all the vessel's ports of call, whether the same are United States ports or foreign ports, are hereby authorized to enter into and do all things necessary for the proper execution and signing on my behalf, in my name, and as my agent, of bills of lading, passenger tickets, and other documents for the carriage of goods or passengers on board the SS------------------

This authorization shall remain in full force and effect as long as I remain Master and as long as you continue to act as Agent for the above-named vessel, unless terminated by me in writing.

Sgd. ------------------------------
Master of SS------------------

[General Order 16, Supplement 9, June 21, 1944, 9 F.R. 6954]

§ 303.17 Government form of bill of lading. [Revoked]

CODIFICATION: § 303.17 was revoked by General Order 16, Supplement 10, Oct. 30, 1944, 9 F.R. 13007.

§ 303.21 Uniform bill of lading for barges, tugs and other vessels used in barge service “Warshipladingblading”.

* * *

(d) [Revoked]

CODIFICATION: § 303.21 (d) was revoked by General Order 16, Supplement 10, Oct. 30, 1944, 9 F.R. 13007.

§ 303.24a Uniform passenger ticket “Warshipticket 11/15/42,” optional signature clause. Effective October 1, 1944 all agents for vessels owned by or under bareboat charter or Warshiptime—Form 101 (Rev.) charter to the War Shipping Administration, may use the following signature clause in the place and stead of the signature clause prescribed in “Warshipticket” (§ 303.24 Uniform passenger ticket):

Issued at ------------------ dated 19-

FOR THE MASTER,

By ------------------------------ (Insert name of agent in print)
Agents for United States of America, (War Shipping Administration)

By ------------------------------

Page 3718
Chapter III—War Shipping Administration § 303.34

§ 303.26 Consent of master required. Prior to the issuance of tickets for the carriage of passengers on any vessel, the operator or agent shall obtain from the master of said vessel a writing authorizing said operator or agent in his capacity as agent for the United States of America (War Shipping Administration) to sign and issue tickets for the master and in his name. The authorization shall be in substantially the following form:

You, as agent of the War Shipping Administration, and all sub-agents appointed by you, at all the vessel's ports of call, whether the same are United States ports or foreign ports, are hereby authorized to enter into and do all things necessary for the proper execution and signing on my behalf, in my name, and as my agent, of bills of lading, passenger tickets, and other documents for the carriage of goods or passengers on board the SS ------------------

This authorization shall remain in full force and effect as long as I remain master and as long as you continue to act as agent for the above-named vessel, unless terminated by me in writing.

Signed-----------------
Master of SS----------

§ 303.32 Uniform ocean bill of lading, short form, “Warshipshortblading”. * * * (e) [Revoked]

CODIFICATION: § 303.32 (e) was revoked by General Order 16, Supplement 10, Oct. 30, 1944, 9 F.R. 13007.

§ 303.32a Uniform ocean bill of lading, short form, “Warshipshortblading 12/15/42”, optional signature clause. Effective June 22, 1944, all agents for vessels owned by or under bareboat charter or WarshipTime—Form #101 (Rev.) charter to the War Shipping Administration may use the following signature clause in the place and stead of the signature clause prescribed in § 303.32 Uniform ocean bill of lading, short form:

In witness whereof, there have been executed ------------------ Bills of Lading (insert number) exclusive of non-negotiable copies, all of the same tenor and date, one of which being accomplished, the others to stand void.
Dated at ___________________________ 19____.

FOR THE MASTER
By ________________________________
AGENTS FOR UNITED STATES
OF AMERICA (War Shipping Administration).

§ 303.33 Uniform ocean bill of lading for government cargo, “Warshipshortblading (U. S. Gov. Form)”. (a) All operators of 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, War Shipping Administration, shall, as soon as possible after September 15, 1944, on all shipments of cargo owned or made by agencies or departments of the United States Government in foreign trade, use or cause to be used the uniform ocean bill of lading for government cargo designated “Warshipshortblading (U. S. Gov. Form) 9/1/44” which shall be presented for issuance by the government agency shipper to the carrier at the time of shipment.

(b) Said bill of lading shall be identical with the form prescribed by §§ 303.32 and 303.32a except that the designation “Warshipshortblading (U. S. Gov. Form) 9/1/44” shall be substituted for the designation “Warshipshortblading 12/15/42” wherever the latter appears in said form and except that the name of the steamship company at the top of the face and in the signature of the said government form shall be left blank. Upon presentation of the bill of lading, the government agency shipper shall insert the name of the proper steamship company.

(c) As the said government form bills of lading, “Warshipshortblading (U. S. Gov. Form) 9/1/44” will be secured by the various government agencies, it will not be necessary for operators to print them or maintain a supply. [G.O. 16, Amdt. 1 to Supp. 7, Sept. 15, 1944, 9 F.R. 11547]

§ 303.34 Bills of lading for government cargo. Whenever government cargo or property shipped by a United States government agency or department is carried aboard vessels operated by or for the account of War Shipping Administration the following rules shall apply:
Title 46--Shipping

§ 303.11 Uniform bill of lading "Warship lading," § 303.32, Uniform bill of lading, short form, "Warship short lading," § 303.33, Uniform bill of lading for government cargo, "Warship short lading" (U. S. Gov. Form) shall be used on all ocean shipments in foreign commerce, import and export including commerce in either direction between the United States and Alaska, the Hawaiian Islands, Puerto Rico, and the Canal Zone.

(b) When and if the proposed War Department ocean bill of lading becomes effective, that form may be used in connection with the transportation of Army cargo only.

(c) Mails of the Post Office Department where customarily handled under Post Office way bills may continue to be transported under that form of documentation.

(d) Government bill of lading (Standard Form No. 1103) shall be used for the transportation of government cargoes in domestic, intercoastal and coastwise commerce.

(e) Commercial forms of bills of lading other than War Shipping Administration forms may be used on inbound shipments only when at the port or place of issuance the forms required by the preceding paragraphs are not available. If such commercial form is used, the following sentence shall be stamped or typed on the face of such bill of lading.

Subject to all the terms and conditions contained or incorporated in ————- (Insert Warship lading, Warship short lading, Warship short lading (U. S. Gov. Form), government bill ————- of lading, whichever may be applicable) [G.O. 16, Supp. 10, Oct. 30, 1944, 9 F.R. 13007]

PART 304—LABOR

PACIFIC COAST MARITIME INDUSTRY BOARD [AMENDED]

Sec.
304.1 Creation of Pacific Coast Maritime Industry Board.
304.2 Membership of the Board.
304.3 Delegation of authority.
304.4 Collective bargaining agreements.
304.5 Surveys.

§ 304.6 Rules and regulations.
304.7 Reports to and delegation of functions by the Administrator.

PERSONNEL ABOARD AMERICAN, PANAMANIAN, AND HONDURAN FLAG VESSELS

304.8 Restriction of employment of certain foreign nationals on American, Panamanian and Honduran flag vessels owned by or under bareboat or time charter to the War Shipping Administration. [Amended]

EMPLOYMENT CARDS FOR ISSUANCE TO SEAMEN EMPLOYED OR TO BE EMPLOYED ON PANAMANIAN FLAG VESSELS OWNED BY OR UNDER CHARTER TO WAR SHIPPING ADMINISTRATION [ADDED]

304.61 Employment card.
304.62 United States Coast Guard to issue.
304.63 Application for card.
304.64 Master to retain card during voyage.
304.65 Duty of Master upon offenses of seamen.
304.66 Duties and authority of United States Coast Guard with respect to complaints against card holders; hearings.
304.67 Decisions of United States Coast Guard; exoneration, revocation of card, restrictive endorsement.
304.68 Revocations and suspensions barring issuance of card.
304.69 Unlawful use of card; penalty.
304.70 Waiver of requirements of §§ 304.61–304.72.
304.71 Delegation of authority to the Commandant, United States Coast Guard.
304.72 Other disciplinary measures not affected.

SUBSTANTIALLY CONTINUOUS SERVICE OF SEAMEN [ADDED]

304.75 Definitions.
304.76 Substantially continuous service.
304.77 Completion of period.
304.78 Issuance of certificate.
304.79 Applications for certificates.
304.80 Date of application.


PACIFIC COAST MARITIME INDUSTRY BOARD

SOURCE: §§ 304.1 to 304.7, inclusive, contained in General Order 5, Revised, Feb. 15, 1944, 9 F.R. 1886.

§ 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.