

CLAIM ASSET - COSMOPOLITAN SHIPPING CO.

1947 - 1948

**PLEASE RETAIN  
ORIGINAL ORDER**

**UN ARCHIVES**

**SERIES** 143

**BOX** 6

**FILE** 6

**ACC.**



# COSMOPOLITAN SHIPPING COMPANY

INCORPORATED

STEAMSHIP AGENTS AND MANAGERS

42 BROADWAY, NEW YORK 4, N. Y.

TELEPHONE DIGBY 4-8363

July 18th, 1947

United Nations Relief and  
Rehabilitation Administration  
1344 Connecticut Avenue  
Washington 25, D. C.

UNITED NATIONS  
RELIEF AND REHABILITATION  
ADMINISTRATION  
JUL 21 1947  
OCEAN SHIPPING DIVISION

Attention: Mr. W. J. Drough  
Chief of Operations  
Ocean Shipping Division

Dear Sirs:

SS CARROLL VICTORY - BB#2B

We are in receipt of your letter of July 15th, in which you replied to ours of June 20th and particularly note your demand for full reimbursement of all monies received by us as the result of carriage of third party cargo on this ship on the subject voyage.

In reply to your request, please be advised that we do not consider that you are entitled to compensation on this cargo. It is quite true that we were paid freight on a lump sum basis but that freight was based on the carriage of a cargo of livestock and did not in any way govern the use of the ship when not carrying the contracted cargo. We were quite within our rights in using the vessel for other purposes and would advise you that the concurrence of your Mr. A.J. Jindra, then Chief of your Ocean Shipping Division, was obtained by telephone before the arrangements were concluded. There is no question in our minds but that the transaction was proper and equitable and certainly did not interfere with any arrangements contracted for with you.

You make mention of the fact that if approval of the Maritime Commission had not been given, it would have been of no consequence, as the Commission was not a party to the Contract. May we remind you that the subject vessel was under bareboat charter from the Maritime Commission and, as the bareboat charterers, we are obligated to the Commission under our Contract with them to obtain their approval and concurrence to all voyages which might be contracted for. They are most definitely a party to any Contract that we might arrange, inasmuch as they are the Owners of the ship and, in addition, participate in any profits or losses which might

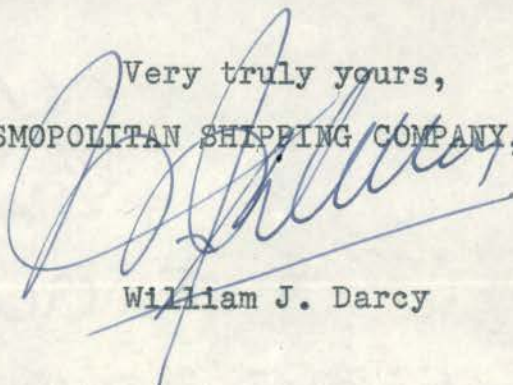
Burley  
Vesicles  
Clark &  
Huggins  
Benton  
White



July 18th, 1947  
-Page #2-

result from any voyages or contracts undertaken during the period of bareboat charter.

Very truly yours,  
COSMOPOLITAN SHIPPING COMPANY, INC.

  
William J. Darcy

cc:

Mr. E.A. Terres, Assistant  
Director of Traffic  
U.S. Maritime Commission  
Washington, D. C.

Sailings Prior to 1 October 1946

W.S.A.	Name of Ship	Voy. No.	From	To	Freight	Demurrage	Pa
3928	S.S. Edward W. Burton	1	Newport News	Poland	\$110,000.00	\$	16
4411	S.S. Edward W. Burton	2	Newport News	Poland			16
3868	Carroll Victory	1	Baltimore	Greece	120,000.00		23
4270	Carroll Victory	BB2	Baltimore	Greece			23
5912	Carroll Victory	BB2	Baltimore	Greece			23
5264	Carroll Victory	BB2A	Durbin, S. Africa	Greece			23
5347	Carroll Victory	BB2B	Durbin, S. Africa	Greece			23
7146	Carroll Victory	BB2A	Durbin, S. Africa				23
7147	Carroll Victory	BB2B	Durbin, S. Africa				23
3549	John L. McCarley	1	Newport News	Poland	110,000.00		16
4229	John L. McCarley	2	Newport News	Germany			16
3533	Michael J. Monahan	1	Newport News	Poland	110,000.00		16
4230	Michael J. Monahan	2	Newport News	Germany			16
3294	Attleboro Victory	1	Houston, Texas	Greece	135,000.00	152.78 (WSA 7145)	30
4195	Attleboro Victory	2	Hampton Rds., Va.	South America	35,758.06)		1
4194	Attleboro Victory	2	Brazil	Greece	135,000.00)	See Addendum #1	1
5913	Attleboro Victory	2	Brazil	Greece		9,916.67	1
4531	Attleboro Victory	3	Newport News	Greece			1
5481	Attleboro Victory	4	Savannah	Poland			1
6542	Attleboro Victory	4	Savannah	Poland			1
6225	Attleboro Victory	4	Savannah	Poland			1



COSMOPOLITAN SHIPPING CO.

Prior to 1 October 1946

Sailings Subsequent to 1 October 1946

<u>Demurrage</u>	<u>Charter Party Date</u>	<u>Sailing Date</u>	<u>Freight</u>	<u>Demurrage</u>
\$	16 Aug. 1946	28 Sep. 1946	\$	\$
	16 Aug. 1946	19 Nov. 1946	110,000.00	
	23 Aug. 1946	27 Sep. 1946		
	23 Aug. 1946	5 Nov. 1946	116,000.00	
	23 Aug. 1946	5 Nov. 1946		83.33
	23 Aug. 1946	19 Dec. 1946	120,000.00	See Addendum #3)
	23 Aug. 1946	21 Feb. 1947	120,000.00	See Addendum #3)
	23 Aug. 1946	21 Feb. 1947		6,933.32
	23 Aug. 1946	21 Feb. 1947		2,319.44
	16 Aug. 1946	31 Aug. 1946		
	16 Aug. 1946	3 Nov. 1946	110,000.00	
	16 Aug. 1946	29 Aug. 1946		
	16 Aug. 1946	4 Nov. 1946	110,000.00	
152.78 (WSA 7145)	30 July 1946	2 Aug. 1946		
See Addendum #1	1 Aug. 1946	25 Sep. 1946)	Ship originally started from Hampton Rds., Va. on 25 Sep. and from S.A. 16 Oct. What is sailing date?	
9,916.67	1 Aug. 1946	16 Oct. 1946)		
	1 Aug. 1946	16 Oct. 1946		
	1 Aug. 1946	5 Dec. 1946	116,000.00	
	1 Aug. 1946	12 Feb. 1947	106,000.00	
	1 Aug. 1946	12 Feb. 1947		29,375.00
				112,612.50



*Mr. Morse  
file on  
copy of  
check*

*file*

*Mr. Morse*

# COSMOPOLITAN SHIPPING COMPANY, INC.

STEAMSHIP AGENTS AND MANAGERS

42 BROADWAY, NEW YORK 4, N. Y.

TELEPHONE DIGBY 4-6363

March 5, 1949

Mr. H. E. Howell  
Administrator for Liquidation  
United Nations Relief and Rehabilitation  
Administration  
2390 Champlain St., N.W.  
Washington, D. C.

Dear Mr. Howell:

Referring to your letter of January 26, 1949 - reply to which has been delayed owing to the writer's absence from the city - and confirming the writer's telephone conversation with your Mr. Morse yesterday, we have given careful consideration to the request contained in the last paragraph as to the deposit of our check No. 15407 of December 15, 1948.

We naturally are quite anxious to close out the accounts of the animal carriers and to the best of our knowledge the items included in our check for \$27,428.43 sent you with our letter of December 15th represented all the items outstanding on these accounts. We were therefore somewhat surprised to note from your letter that your audit of these accounts indicated there were further items to be considered.

*/* In order to dispose of the specific items covered by our check for \$27,428.43 above referred to, we are agreeable to the deposit of our check by you, on the condition that you furnish us within sixty days full details of any claims you intend to assert against us, and that if no claims are filed against us before the expiration of that period they shall be deemed abandoned; with the further understanding that all claims, if any, filed with us during that period will have our careful consideration and cooperation for prompt disposal.

Yours truly,

COSMOPOLITAN SHIPPING COMPANY, INC.



LON HUDSON  
Treasurer

LH:mas



COSMOPOLITAN SHIPPING COMPANY, INC.

STEAMSHIP AGENTS AND MANAGERS

42 BROADWAY, NEW YORK 4, N. Y.

Telephone DIXIE 4-0303

March 7, 1949

Mr. H. L. Howell  
Administrator  
United Nations Relief and Rehabilitation  
Administration  
2300 Connecticut Ave., N.W.  
Washington, D. C.

Dear Mr. Howell:

Referring to your letter of January 26, 1949 - reply to which has been delayed owing to the writer's absence from the city - and enclosing the writer's telephone conversation with your Mr. Morse yesterday, we have given careful consideration to the request contained in the last paragraph as to the deposit of our check No. 157,433 of December 1, 1948.

The naturally are quite anxious of the actual currency and to the fact included in our check No. 157,433 of December 1, 1948, we have therefore somewhat surprised to your audit of these accounts indicated be considered.

In order to dispose of the specific check for \$7,433.43 above referred to, we are agreeable to the deposit of our check by you, on the condition that you furnish us within sixty days full details of any claims you intend to assert against us, and that if no claims are filed against us before the expiration of that period they shall be deemed abandoned; with the further understanding that all claims, if any, filed with us during that period will have our careful consideration and cooperation for prompt disposal.

Yours truly,

COSMOPOLITAN SHIPPING COMPANY, INC.

FOR DEPOSIT  
Treasurer



*Our C/P 7948  
16,000.00  
11,428.43  
27,428.43  
E.H.M.*

# COSMOPOLITAN SHIPPING COMPANY, INC.

STEAMSHIP AGENTS AND MANAGERS

42 BROADWAY, NEW YORK 4, N. Y.

TELEPHONE DIBBY 4-6363

December 15, 1948

Mr. H. E. Howell  
Administrator for Liquidation  
United Nations Relief and Rehabilitation  
Administration  
1344 Connecticut Avenue  
Washington 25, D. C.

Dear Mr. Howell:

We acknowledge with thanks receipt of your letter of November 22, 1948 (Con-D-8244). This letter erroneously refers to the bareboat charter contract "WARSHIPDEMISEOUT 203", to which, of course, you are not a party. Your letter and our previous correspondence refer only to certain specified vessels, but we have had other transactions involving other vessels and other cargoes and we think that this is an appropriate time to make a final adjustment and settlement of all claims between us.

Therefore, in order to settle completely all of our transactions with you, including all dry cargo contracts as well as all animal carrier contracts for all vessels and all voyages involved, we are handing you herewith our check in the amount of \$27,428.43, in complete liquidation and settlement to date of all matters between you and ourselves as principals.

This check includes \$11,428.43, which represents credits on our books in your favor covering dispatch due you on various coal and grain shipments carried for you on several of our dry cargo vessels, detailed as follows:

<u>Our Credit</u> <u>Memo No.</u>	<u>Date</u>	<u>Vessel and</u> <u>Voyage</u>	<u>Amount</u>
BB-724	Aug. 13, 1948	SS JOAQUIN MILLER - Voy. #BB1	\$ 5,619.44 ✓
BB-478	Jan. 7, 1948	SS MICHAEL MORAN " #BB2	1,248.44 ✓
BB-486	Jan. 9, 1948	SS WM. L. PHELPS " #BB3	3,125.00 ✓
BB-834	Nov. 17, 1948	SS THOS. W. MURRAY " #BB2	1,435.55 ✓
			\$11,428.43

*7 ok.  
tw.*

These credit memoranda have been approved correct by you, as well as by ourselves, as per original credit memoranda and supports attached hereto.

It is, of course, understood that this settlement does not include any transactions in which we acted as general agents for the U. S. Maritime Commission.

Very truly yours,

LH:mas  
Encl.

*[Signature]*  
LON HUDSON  
Treasurer



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

1. THE FOLLOWING INFORMATION IS UNCLASSIFIED

EXCEPT WHERE SHOWN OTHERWISE BY THE MARKS OF THE DECLASSIFICATION AUTHORITY

DATE 10/10/00 BY 1002

THIS DOCUMENT IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE MARKS OF THE DECLASSIFICATION AUTHORITY



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EXCEPT WHERE SHOWN OTHERWISE BY THE MARKS OF THE DECLASSIFICATION AUTHORITY

DATE 10/10/00 BY 1002

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December 12, 1943

45 BROOKLYN AVE NEW YORK 4 N Y

STEAMSHIP AGENTS AND MANAGERS

COGNOBOTILNI ZHIBYING COMBIL'INC



J. H. WINCHESTER & CO. INC.  
STEAMSHIP AGENTS AND BROKERS  
19 RECTOR STREET  
NEW YORK 6, N. Y.

November 5, 1946

ADDENDUM NO. 2

Referring to Charter Party dated at New York, August 23, 1946, between Cosmopolitan Shipping Company, Inc., Bareboat Chartered Owners of the American S.S. "CARROLL VICTORY" and United Nations Relief & Rehabilitation Administration, Charterers:

It is this day mutually understood and agreed that vessel's next voyage (commencing about November 5, 1946) loading Baltimore, Md., for Greece, lumpsum freight to be \$116,000. U. S. Currency instead of \$120,000. U. S. Currency as shown in Charter Party.

All other terms, conditions and exceptions of Charter Party to remain unaltered and in full force and effect.

COSMOPOLITAN SHIPPING COMPANY, INC.

/s/ Granville Conway  
President

UNITED NATIONS RELIEF & REHAB. ADM.

/s/ H. E. Whipps  
H. E. WHIPPS, DEPUTY DIRECTOR  
OCEAN SHIPPING DIVISION



# J. H. WINCHESTER & CO. INC.

ESTABLISHED 1866

DIRECTORS  
WINCHESTER NOYES  
J. B. SMULL  
A. J. MOURIS  
C. P. LAMBERT  
R. E. BECKMANN

## STEAMSHIP AGENTS AND BROKERS

19 RECTOR STREET

NEW YORK 6, N. Y.

CABLE ADDRESS  
WINCHESTER NEW YORK

TELEPHONE  
BOWLING GREEN 9-5577

ALSO AT  
405 MONTGOMERY STREET  
SAN FRANCISCO 4, CALIF.

September 3, 1946

### ADDENDUM NO. I

To Charter Party dated at New York, N.Y. August 23rd., 1946 between Cosmopolitan Shipping Company, Inc., Bareboat Chartered Owners of the SS "CARROLL VICTORY" and United Nations Relief & Rehabilitation Administration, Charterers:

It is this day mutually understood and agreed that vessel is to load first cargo under said contract at Baltimore, Md. instead of at Hampton Roads, Va., as originally stipulated in charter party.

All other terms, conditions and exceptions of charter Party are to remain unaltered and in full force and effect.

COSMOPOLITAN SHIPPING COMPANY, INC.

sgd. LON HUDSON  
Treasurer

UNITED NATIONS RELIEF & REHAB. ADMIN.

sgd. H.E. WHIPPS  
DEPUTY DIRECTOR  
OCEAN SHIPPING DIVISION



11435

Call Victory

8/23/44

Livestock



MEMORANDUM

7 January 1948

TO: Wilbur L. Morse  
FROM: E. L. Morris  
SUBJECT: S.S. CARROLL VICTORY  
Asset Claim - Cosmopolitan Shipping Co.

I believe your first query in this case was in regard to the amount of damages and how it was arrived at. (\$55,000)

This amount was for freight collected by Cosmopolitan on a special voyage from Piraeus, Haifa, Port Said, Beira to Durban, South Africa. It appears that \$55,000 figure was arrived at due to a telegram received by Parry (see copy attached to this report marked "Exhibit A").

According to letter received from Burlingham, Veeder, Clark & Haupper, dated 7 December 1948 they are of the opinion that a claim for freight would be rather dubious. On the other hand, they seem to convey the idea that a suit for expenses incurred due to the delay caused by Cosmopolitan's diverted trip would be basically sounder than the suit to recover revenue for freight.

I submit for your perusal a few facts and estimated figures based on the second contention of the admiralty firm - expenses incurred by UNRRA.

From the lay time statements of Cosmopolitan Shipping Co., see WSA 7146 and 7147 for comparison of time involved in completing trip from Durban, S.A., to Piraeus, Greece:

Voyage 2A - BB (696 horses and 79 mules - 775 head) - 1st. leg of voyage from Durban, S.Africa to Piraeus, Greece, according to laytime statement of Cosmopolitan:

<u>AT DURBAN</u>			
1.	12-13-46	2:55 P.M.	Notice of readiness to load served
2.	12-17-46	8:15 A.M.	Commenced loading
3.	12-19-46	12 noon	completed loading and sailed
Time used loading 5 dy. 16 hr. 0 min.			
<u>AT PIRAEUS</u>			
4.	1-1-47	3:00 P.M.	Notice of readiness to discharge served.
5.	1-2-47	9:30 A.M.	Commenced discharging
6.	1-6-47	2:00 P.M.	Finished discharging
Time used discharging 4 d. 18 hr. 0 min.			

Total time used for loading and discharging -  
10 d. 10 hr.



2nd leg of Voyage BB2 - 277 horses and 278 mules - 555 head.

AT DURBAN

7.	2-15-47	12 noon	Notice of readiness to load served
8.	2-19-47	8:00 A.M.	Commenced loading
9.	2-20-47	8:20 P.M.	Finished loading
10.	2-21-47		Sailed

AT PIRAEUS

11.	3- 7-47	11:00 A.M.	Notice of readiness to discharge served
12.	3- 7-47	2:00 P.M.	Commenced discharging
13.	3-10-47	2:30 P.M.	Finished discharging

Total time used for loading and discharging 8 d. 3hr. 50 min.

Please note from the above schedule the sailing date on #3 from Durban and the arrival date at Piraeus on #4, a matter of 13 days. Let us assume that 5 days are necessary to repair ship and make it ready for a return to Durban and then add 5 days for discharging, which totals 10 days. We then should allow an additional 13 days for the ship to return to Durban for loading of second voyage, or a grand total of 23 days, whereas, the ship should have arrived at Durban on the approximate date of 1 February 1947. Because of the deviated voyage on their own behalf, and as stated in letter dated 25 February 1947 from R. A. Cushman of Cosmopolitan Shipping Co., to H. E. Whipps of UNRRA, the ship stopped at the following ports after leaving Piraeus: (a) Haifa, (b) Port Said, (c) Beira and then proceeded to Durban, thus causing at least two weeks delay. These stops were made in hauling freight for the benefit of the carrier.

Mr. Whipps of our Ocean Shipping Division is of the opinion that it incurred expense to UNRRA in the amount of \$4.00 per day per animal because of this delay. There were 277 horses and 278 mules to be transported to Piraeus on this second leg, or a total of 555 head. The \$4.00 per head for feeding and maintaining the animals would amount to \$31,080 for a two weeks' period (see billing and manifest from Cosmopolitan Shipping Co. on WSA #5847 showing number of animals).

Additional expense for salary of the livestock attendants on board ship and at Durban is estimated to be about 31 men with an average voyage wage of \$154.50 each and two foremen at \$254.50 per voyage. If we consider the delayed time to be 14 days it is fair to assume that this is equivalent to half of the voyage, or \$2,649.25.

The total expense incurred by UNRRA is \$33,729.25 for maintenance and feeding of animals and services of cattle tenders. This figure is not overestimated but inclined to be rather conservative.

Also attached to this report are "Exhibits B1" and "B2" indicating and substantiating the crew of attendants. The wages per voyage per man can be found in the billings from Brethren Service.



ASSIGNMENT

FOR A GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged, United Nations Relief and Rehabilitation Administration (hereafter called "UNRRA") by these presents assigns to the United States of America all the rights, claims and causes of action which UNRRA has or may have arising out of adjustments in freight, dispatch or demurrage charges paid on behalf of UNRRA by the United States of America acting through the United States Maritime Commission, together with all monies or other assets which may be recovered therefrom, with full right to collect, compound, give acquittances for, and prosecute such rights, claims and causes of action in the place and stead of UNRRA.

IN WITNESS WHEREOF, UNRRA has caused this assignment to be executed by its duly authorized officer and affixed its seal as of the 24th. day of January 1949.

Executed for the United Nations Relief  
and Rehabilitation Administration

(SEAL)

---

Administrator for Liquidation



34  
I. SPECIAL PROVISIONS:

1) This charter party shall continue in effect for two further consecutive voyages of the vessel with option to charterer to declare this charter party in effect for one, two or three further consecutive voyages thereafter if such option is exercised before completion of discharge of cargo on the third voyage hereunder.

2) This is a contract of private carriage, and shall not be deemed to be a personal contract of the owner. This contract of carriage is in all respects subject to the terms, conditions, exceptions and exemptions of, and to the continuation in effect of, WARSHIPDEMISECHARTER of the vessel, Form No. 203, 4/15/46 between United States of America by Administrator, War Shipping Administration and Cosmopolitan Shipping Company, Inc. The terms, conditions, exceptions and exemptions of (ii), (iii), (iv) and (v) of Clause 17 of said WARSHIPDEMISECHARTER are incorporated herein and shall govern the rights of the parties hereto, notwithstanding any provision of this voyage charter inconsistent therewith.

3) The owner does not warrant the seaworthiness of the vessel.

4) All livestock shall be received by the owner and carried at charterer's risk of accident, sickness or mortality. In addition to the exceptions set forth in Clause 25 hereof, the owner shall not be liable for any loss or damage thereto arising or resulting from any cause whatsoever not due to the negligence of the owner or from any matters mentioned in Section 4, Subsection 2, (a) to (p) inclusive of the United States Carriage of Goods by Sea Act, approved April 16, 1936. Negligence of the owner shall not be presumed, but must be proved by any person making claim.

5) The owner shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery or for loss of or damage to the livestock occurring while said livestock is not in the actual custody of the owner.

6) The owner shall not be liable for any defect or insufficiency in fittings installed in said vessel for accommodation of attendants and veterinarians, or for the carriage of livestock or for the ventilation of the ship as to such livestock, all such fittings and ventilation being hereby approved and accepted by the charterer. The owner's undertaking as to due diligence stated in Part II-1, hereof is hereby modified accordingly.

7) The cost of installation of all fittings for care, custody and accommodation of livestock, attendants and veterinarians to be for charterer's account, but maintenance, replacement and cleaning thereof to be for owner's account. In event vessel loads hereunder at a Canadian port the expense of compliance with any extra requirements beyond vessel's original fittings shall be paid by charterer.

Charterer shall bear and pay all expenses of food and bedding for said livestock on the outward passage and owners shall pay for all food for said attendants and veterinarians on both outward and homeward passages. Wages of attendants and veterinarians to be paid by charterer and such persons shall be deemed to be, and shall be, the employees and servants of the charterer even though they may be required by the owner to sign round voyage shipping articles, at nominal wages of one cent per month each, to be paid by owner under such shipping articles.

9) Any description of the appearance, condition, nature or kind of the livestock mentioned in any cargo receipt issued hereunder is that furnished by the charterer, and the owner shall not be concluded thereby. The owner shall not be liable for failure to deliver in accordance with such description. The owner shall not be liable for failure to identify any of the livestock shipped nor for failure to deliver any particular animal.

10) The owner or master may, without notice, forward the whole or any part of the livestock 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 livestock, by any vessel, vessels or other means of transportation, whether operated by the owner 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 livestock. The owner, in making arrangement for any transshipping or forwarding vessel or means of transportation not operated by this owner shall be considered solely the forwarding agent of the charter and without any other responsibility whatsoever.

11) The carriage of 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 owner whether issued for the livestock or not, and even though such terms may be less favorable to the charterer or consignee than the terms of this charter party 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 charterer expressly authorizes the owner to arrange with any such transshipping or forwarding carrier that the lowest valuation of the livestock 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. Pending or during transshipment the livestock may be stored ashore or afloat at their risk and expense and the owner shall not be liable for detention.

12) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the owner, or its agent, at the port of discharge, before or at the time of removal of the livestock into the custody of the person entitled thereto, such removal shall be prima facie evidence of the delivery by the owner of the livestock in good order and condition except as otherwise described in the cargo receipt issued hereunder. Whether the loss or damage be apparent or not, notice of claim for loss, damage, delay, misdelivery or nondelivery must be given in every case within three days after such removal. In any case the owner and the vessel shall be discharged from all liability with respect to loss, damage, delay, nondelivery or misdelivery, unless suit is brought within six months from the date of notice of readiness to discharge.

13) The charterer reserves to itself and to its employees, including such attendants and veterinarians, the feeding, bedding and caring for and the supervision of said livestock and the owner agrees with the charterer that charterer's employees shall come on board the ship and go with it for that purpose. The charterer agrees to indemnify and save harmless the vessel, its owners, bareboat chartered owners, charterers and operators, from and against any and all claims, losses, damages, liabilities and expenses of whatever kind and nature under whatever law arising, resulting from injury to or death of such employees or for loss of or damage to the property of such employees, whether such claims, losses, damages, liabilities or expenses arise before, during or after the outward or homeward voyage and even though due to negligence of the owner, its agents or servants or the negligence of other above-mentioned indemnitees, their agents or servants.

14) This charter party is subject to the approval and consent of United States of America, by Administrator, War Shipping Administration, United States Maritime Commission or any Department or Agency of the United States Government having jurisdiction.

15) The charterer, as employer of said livestock attendants and veterinarians, hereby agrees that it will reimburse, indemnify and hold harmless the owner, its agents and servants and the vessel, from and against any liability whether imposed by law (statutory or otherwise) or by contract, and loss, damage or expense whatsoever, including legal fees, with respect to any of said livestock attendants or veterinarians, even though due to negligence of the owner, its agents and servants, or to unseaworthiness of the vessel, including, but without limitation thereof, liability for loss of life, bodily injury, illness, loss of personal effects, or any and all claims, damages, losses, damages, liabilities and expenses of whatever kind and nature under whatever law arising, resulting from injury to or death of such employees or for loss of or damage to the property of such employees, whether such claims, losses, damages, liabilities or expenses arise before, during or after the outward or homeward voyage and even though due to negligence of the owner, its agents or servants or the negligence of other above-mentioned indemnitees, their agents or servants.



with such description. The owner shall not be liable for failure to identify any of the livestock shipped nor for failure to deliver any particular animal.

10) The owner or master may, without notice, forward the whole or any part of the livestock 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 livestock, by any vessel, vessels or other means of transportation, whether operated by the owner 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 livestock. The owner, in making arrangement for any transshipping or forwarding vessel or means of transportation not operated by this owner shall be considered solely the forwarding agent of the charter and without any other responsibility whatsoever.

11) The carriage of 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 owner whether issued for the livestock or not, and even though such terms may be less favorable to the charterer or consignee than the terms of this charter party and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the co-carrier from liability for negligence. The charterer expressly authorizes the owner to arrange with any such transshipping or forwarding carrier that the lowest valuation of the livestock 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. Pending or during transshipment the livestock may be stored ashore or afloat at their risk and expense and the owner shall not be liable for detention.

12) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the owner, or its agent, at the port of discharge, before or at the time of removal of the livestock into the custody of the person entitled thereto, such removal shall be prima facie evidence of the delivery by the owner of the livestock in good order and condition except as otherwise described in the cargo receipt issued hereunder. Whether the loss or damage be apparent or not, notice of claim for loss, damage, delay, misdelivery or nondelivery must be given in every case within three days after such removal. In any case the owner and the vessel shall be discharged from all liability with respect to loss, damage, delay, nondelivery or misdelivery, unless suit is brought within six months from the date of notice of readiness to discharge.

13) The charterer reserves to itself and to its employees, including such attendants and veterinarians, the feeding, bedding and caring for and the supervision of said livestock and the owner agrees with the charterer that charterer's employees shall come on board the ship and go without for that purpose. The charterer agrees to indemnify and save harmless the vessel, its owners, bareboat chartered owners, charterers and operators, from and against any and all claims, losses, damages, liabilities and expenses of whatever kind and nature under whatever law arising, resulting from injury to or death of such employees or for loss of or damage to the property of such employees, whether such claims, losses, damages, liabilities or expenses arise before, during or after the outward or homeward voyage and even though due to negligence of the owner, its agents or servants or the negligence of other above-mentioned indemnitees, their agents or servants.

14) This charter party is subject to the approval and consent of United States of America, by Administrator, War Shipping Administration, United States Maritime Commission or any Department or Agency of the United States Government having jurisdiction.

15) The charterer, as employer of said livestock attendants and veterinarians, hereby agrees that it will reimburse, indemnify and hold harmless the owner, its agents and servants and the vessel, for and against any liability whether imposed by law (statutory or otherwise) or by contract, and loss, damage or expense whatsoever, including legal fees, with respect to any of said livestock attendants or veterinarians, even though due to negligence of the owner, its agents and servants, or to unseaworthiness of the vessel, including, but without limitation thereof, liability for loss of life, bodily injury, illness, loss of personal effects, or any and all fines, penalties or other charges with respect to any of said attendants and veterinarians, or by reason of his presence on board the vessel.

16) If the voyage of the vessel is terminated by casualty or any other cause, or if any livestock attendant or veterinarian is separated from the vessel for any cause before the vessel returns to the United States, the charterer shall be responsible for repatriation subsistence and transportation of such livestock attendant or veterinarian. If the owner or any one on its behalf makes arrangement for such repatriation subsistence and transportation, or assumes liability therefor, the charter shall indemnify and hold harmless the owner as to such liability or expense.

17) Such livestock attendants and veterinarians shall be signed on a set of shipping articles separate from that of the regular crew members of the vessel at the rate of wages of one cent per month and riders shall be attached to such shipping articles stating, in accordance with General Bulletin No. 1 of the Maritime Law Emergency Board, that such attendants and veterinarians shall not be paid any war bonus or furnished any insurance protection by the owner.

18) Such separate set of shipping articles to be signed by such attendants and veterinarians shall call for return to a final port of discharge in the continental United States and shall not specify return to port where articles were signed. In the event that the vessel does not return to the port where such articles were signed, neither the owner nor the vessel shall be responsible to any of such livestock attendants and veterinarians for transportation or for subsistence during transportation to the port where articles were signed and such transportation and subsistence expense, if required to be paid, shall be paid by the charterer. If the owner or any one on its behalf shall be held liable for any such expense, the charterer shall indemnify and hold harmless the shipowner with respect thereto.

19) In the event of existing or threatened labor disturbance, the owner shall have the right to cancel or terminate further performance of this charter party upon a pro rata reduction in freight due or paid the Owner by the Operator as determined by U. N. R. R. A. but in no event shall such freight be less than the costs to the Owner hereunder and the Owner shall not be obligated to receive or carry the cargo in the event of strikes, lockouts, stoppages or restrictions of labor whether partial or general or whether threatened or actual, but in the event that the Owner does not receive or carry the cargo a pro rata reduction in the freight shall be determined in the same manner as in the case of cancellation or termination referred to above.

20) The vessels have been chartered by the Owner from the War Shipping Administration under standard form "WARSHIPDEMISBOUT". In the event that the final audit by War Shipping Administration for the purpose of determining additional further hire payable pursuant to Clause 13 of "WARSHIPDEMISBOUT" indicates that the average net earnings to the Owner from the operation of all vessels operated by the Owner as part of this cattle program averages in excess of \$5,000, net a voyage after payment of such additional further hire, if any, and after the credit of ten percent on the capital necessarily employed to which the Owner is entitled to pursuant to Clause 13 of "WARSHIPDEMISBOUT" the Owner agrees to refund to U. N. R. R. A. an amount equal to 50 percent of such excess.

21) Wherever the word "Owner" appears it is understood to mean "Bareboat Chartered Owner".



## VOYAGE CHARTER PARTY

Contract No.

Charter Party made as of August 23rd, 1946, at New York, N. Y.  
between the United States of America, acting by and through the Administrator, War Shipping Administration, (herein-  
COSMOPOLITAN SHIPPING COMPANY, INC., AS BAREBOAT CHARTERED OWNER  
after called the "Owner") of the good American SS "CARROLL VICTORY"  
(hereinafter called the "Vessel") and UNITED NATIONS RELIEF & REHABILITATION ADMINISTRATION

, 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: 4555Classed: A-1 American Bureau

Fully Loaded Draft (Summer Marks):

Capacity for cargo (including deck cargo, if any) Fitted for full cargo of Livestock tons of 2240 lbs.  
(10 per cent more or less vessel's option).Bale cubic capacity for cargo  
plan, but not guaranteed by the Owner.

cu. ft., under deck according to ship's

Number of hatches:

Number of winches and derricks:

B. Description of Cargo: Full cargo capacity of the vessel available to charterer for livestock, quantity to be determined by fittings and equipment on board, with attendants and veterinarians employed by charterer who will sign round voyage shipping artifacts of the vessel. In the event that more attendants or veterinarians are required than vessel can now accommodate, additional accommodation to be provided, charterers paying cost of such ~~XXXXXX~~ additional accommodations and equipment, and reimburse owner for out-of-pocket operating expense (including charter hire) during time lost thereby, subject to Part II-3 (a) hereof.

C. Loading Port(s): One safe U. S. or Canadian Atlantic port at charterer's option, charterer to have option to direct that vessel load at two berths in said port, time and expense in shifting berth to be for owner's account. Charterer to designate port of loading not less than ten days prior to vessel's estimated date of readiness.

Notice of readiness to load to be delivered to charterers or their representative.

All wharfage for charterer's account.

Vessel ordered to load first cargo under this Contract at Hampton Roads, Va. Vessel expected ready Hampton Roads, Va., about 3/4 September 1946.

D. Discharging Port(s): One safe European or Mediterranean port at charterer's option; if a European port, to be declared by charterer on signing cargo receipt; if a Mediterranean port, to be declared by charterer before vessel is off Gibraltar.

~~XXXXXXXXXX~~ Notice of readiness to discharge to be delivered to charterers of their representative.  
All wharfage for charterer's account.

E. FREIGHT RATE: A lumpsum of \$110,000.00 (U.S. Currency) if ordered to discharge in the Baltic. A lumpsum of \$120,000.00 (U.S. Currency) if ordered to discharge in the Adriatic. \$15,000.00 (U.S. Currency) additional if vessel ordered to load in United States Gulf.

Freight to be fully prepaid in New York, N. Y. upon advices that vessel has completed loading and Bills of Lading have been signed, and to be considered earned and due and not-returnable ship and/or cargo lost or not lost.

Demurrage: Demurrage shall be paid by charterer at the rate of \$2000.00 per day. Loading and discharging time shall begin with notice of readiness to load at loading port, and notice of readiness to discharge at discharging port as provided in Part II-5 and 10 hereof.

Despatch: No despatch money payable under this charter.

F. Stevedoring: The livestock cargo shall be loaded by the charterer and shall be received by the owner on board the vessel. All stevedoring in loading cattle and feed for same during the voyage to be for charterer's account. The livestock cargo shall be delivered to charterer on board the vessel at port of discharge and shall be discharged by charterer. All stevedoring or other expense in discharging cattle, and excess food and manure, to be for charterer's account.

G. Loading Time: A total of seven running days shall be allowed to charterer for loading and discharging said cargo.

H. Discharging Time: SEE "G" ABOVE.



operating expense (including charter hire) during time lost thereby, subject to Part II-3 (a) hereof.

C. Loading Port(s): One safe U. S. or Canadian Atlantic port at charterer's option, charterer to have option to direct that vessel load at two berths in said port, time and expense in shifting berth to be for owner's account. Charterer to designate port of loading not less than ten days prior to vessel's estimated date of readiness.

Notice of readiness to load to be delivered to charterers or their representative.

All wharfage for charterer's account.

Vessel ordered to load first cargo under this Contract at Hampton Roads, Va. Vessel expected ready Hampton Roads, Va., about 3/4 September 1946.

D. Discharging Port(s): One safe European or Mediterranean port at charterer's option; if a European port, to be declared by charterer on signing cargo receipt; if a Mediterranean port, to be declared by charterer before vessel is off Gibraltar.

~~Notice of readiness to discharge~~ Notice of readiness to discharge to be delivered to charterers of their representative. All wharfage for charterer's account.

E. FREIGHT RATE: A lumpsum of \$110,000.00 (U.S. Currency) if ordered to discharge in the Baltic. A lumpsum of \$120,000.00 (U.S. Currency) if ordered to discharge in the Adriatic. \$15,000.00 (U.S. Currency) additional if vessel ordered to load in United States Gulf.

Freight to be fully prepaid in New York, N. Y. upon advices that vessel has completed loading and Bills of Lading have been signed, and to be considered earned and due and not-returnable ship and/or cargo lost or not lost.

Demurrage: Demurrage shall be paid by charterer at the rate of \$2000.00 per day. Loading and discharging time shall begin with notice of readiness to load at loading port, and notice of readiness to discharge at discharging port as provided in Part II-5 and 10 hereof.

Despatch: No despatch money payable under this charter.

F. Stevedoring: The livestock cargo shall be loaded by the charterer and shall be received by the owner on board the vessel. All stevedoring in loading cattle and feed for same during the voyage to be for charterer's account. The livestock cargo shall be delivered to charterer on board the vessel at port of discharge and shall be discharged by charterer. All stevedoring or other expense in discharging cattle, and excess food and manure, to be for charterer's account.

G. Loading Time: A total of seven running days shall be allowed to charterer for loading and discharging said cargo.

H. Discharging Time: SEE "G" ABOVE.

I. Special Provisions:

1. Clauses 1 to 21, inclusive, as per attached Rider to this charter party are to be considered a part of this charter party.

COMMISSION:—Commission or brokerage, if any, is due and payable by the Owner at the rate of 1/2% on all freight and demurrage received hereunder to J. H. WINCHESTER & CO. INC. 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 ~~duplicate~~ <sup>duplicate</sup>, as of the day and year first above written.

COSMOPOLITAN SHIPPING COMPANY, INC.,  
UNITED STATES OF AMERICA,  
By: WAR SHIPPING ADMINISTRATION,

By: *W W Maule* Agent

UNITED NATIONS RELIEF & REHABILITATION ADMINISTRATION

*for* *J. H. Brunsford*  
H. E. WHITTS, DEPUTY DIRECTOR, OCEAN SHIP. DIV.

Witness the signature of



# VOYAGE CHARTER PARTY

Part II

Warshipvoy (Revised)  
5/15/44

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 of, 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 despatch to cover the type of substituted vessel, the Charterer or Owner, whoever is affected, shall receive the benefit of such change or changes.

2. **Stowage and lashing.** (a) Stevedoring and other expenses of loading and discharging, including any expense of tallying, winchmen, dunnage, cargo fittings, heavy lift, 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 by 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. When Charterer loads or discharges the Vessel, he shall be responsible for securing the cargo or performing at Charterer's expense and on his time. Charterer shall remain liable for cargo removed except on cargo whose custom provides for complete unloading.

(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 performed 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 the Vessel's crew employed as winchmen shall be for 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. At any berth where the Charterer is to load or discharge at his expense, or at any berth used upon the request of the Charterer, the Charterer must supply adequate light for any work performed but may have the use of any lighting facilities aboard the Vessel.

(c) The Charterer agrees to provide and pay for workmen's compensation, job liability and other insurance 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 will furnish the Owner upon demand a certificate of such insurance. The Charterer agrees to pay for all stevedore damage and to indemnify the Vessel and the Owner for any damage or expense caused by the act or neglect of the Charterer or its Agents or contractors appointed by the Charterer or performing any of its duties in the loading or discharging of the Vessel 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 cargo exceed what 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 and 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, 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 subject to the approval of the War Shipping Administration. The Charterer shall be responsible for obtaining the necessary permits and for all expenses incurred in obtaining the same. The Charterer shall also be responsible for obtaining the necessary permits and for all expenses incurred in obtaining the same. The Charterer shall also be responsible for obtaining the necessary permits and for all expenses incurred in obtaining the same.

(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.

If the said notice is tendered between	Time for loading shall commence
12:01 AM to 8:00 AM	at 1:00 PM on the same day.
8:01 AM to 12:00 Noon	4 hours after notice provided loading commences before the four hour period after notice has expired, but in no event later than 4:00 PM on the same day.
12:01 PM to 4:00 PM	4 hours after notice provided loading commences before the four hour period after notice has expired, but in no event later than 8:00 PM on the same day.
4:01 PM to 12:00 Midnight	at 8:00 AM on the next day, unless loading commences before 12:00 Midnight the day of tendering of notice in which event time starts 12:01 AM the next day.

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 whatsoever 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 net weight, 90% of the freight on the loading receipt shall be paid upon the signing of cargo receipts, the balance being payable on delivery of the cargo. The Charterer shall be responsible for obtaining the necessary permits and for all expenses incurred in obtaining the same. The Charterer shall also be responsible for obtaining the necessary permits and for all expenses incurred in obtaining the same.

(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 of surcharge at the time of such loading is higher than the rate stated in Part I hereof, the Charterer agrees to pay such increased rate and the Vessel shall have a lien upon the cargo, and the Charterer shall be responsible for obtaining the necessary permits and for all expenses incurred in obtaining the same. The Charterer shall also be responsible for obtaining the necessary permits and for all expenses incurred in obtaining the same.

(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 Charterer 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 not a less additional charge than if such option had originally been granted in Part I hereof. When the Vessel is diverted to 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(a) 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 of the Vessel 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 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

(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 #4(a) or #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 #5 or #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 case, 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 reserves 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 the 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. **Dues, 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. Customs' 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 dues, 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 gaugers, 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. **Lien.** The Owner 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 in all its terms and conditions.

18. **Cargo receipt.** (a) Non-negotiable cargo receipts in the form approved by the War Shipping Administration 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 (WARSHIPBLADING OR WARSHIPSHORTELADING) 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 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 on or 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 of, and exemptions from, liability accorded to the Owner or Charterer 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 4281-4289 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, pilot or the servants of the Owner of the Vessel in the navigation or in the management of the Vessel, the owners of the Cargo carried hereunder will indemnify the Owner of the Vessel 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 Vessel or Owners. 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.

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 #24, 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 of 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 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.

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 salving vessel is owned or operated by the Owner, salvage shall be paid for as fully as if the salving 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 any 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 port of shipment at the expense of the shipper or the Owner or Master, whether or not proceeding toward or reaching 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 and the Vessel shall be freed from any further responsibility. For any service rendered to the Cargo as herein provided the Owner or the Vessel shall be entitled to a reasonable extra compensation.

(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 of the Cargo to the insurance company shall not constitute complete delivery of the Cargo to the insurance company.



and within ten days, after cargo received in Part I-E hereof, and released to charterer's representative

in Part 1-E hereof/



J. H. WINCHESTER & CO. INC.  
STEAMSHIP AGENTS AND BROKERS  
19 RECTOR STREET  
NEW YORK 6, N. Y.

November 22nd, 1946

ADDENDUM NO. 3

Referring to charter party dated at New York, N. Y. August 23rd, 1946 between Cosmopolitan Shipping Company, Inc., Bareboat Chartered Owners of the American SS "CARROLL VICTORY" and United Nations Relief & Rehabilitation Administration as Charterers:

It is this day mutually understood and agreed between Cosmopolitan Shipping Company, Inc. and United Nations Relief & Rehabilitation Administration that the above charter be and hereby is amended as follows:

"After vessel's discharge at Greece on her next voyage estimated about December 10th, 1946 vessel is to make two roundvoyages carrying livestock from Durban, South Africa to Piraeus, Greece at the lumpsum freight rate of \$120,000.00 per voyage and Owners are to pay Suez Canal tolls, both loaded and light."

All other conditions and exemptions as per charter party remaining unaltered.

COSMOPOLITAN SHIPPING COMPANY, INC.

BY: /s/ Granville Conway  
President

UNITED NATIONS RELIEF & REHABILITATION ADMINISTRATION

BY: /s/ H. E. Whipps  
H. E. WHIPPS, DEPUTY DIRECTOR  
OCEAN SHIPPING DIVISION

*Copresent to  
Rutledge &  
Blumhan  
1/29/47*



## I. SPECIAL PROVISIONS:

1) This charter party shall continue in effect for two further consecutive voyages of the vessel with option to charterer to declare this charter party in effect for one, two or three further consecutive voyages thereafter if such option is exercised before completion of discharge of cargo on the third voyage hereunder.

2) This is a contract of private carriage, and shall not be deemed to be a personal contract of the owner. This contract of carriage is in all respects subject to the terms, conditions, exceptions and exemptions of, and to the continuation in effect of, WARSHIPDEMISECHARTER of the vessel, Form No. 203, 4/15/46 between United States of America by Administrator, War Shipping Administration and Cosmopolitan Shipping Company, Inc. The terms, conditions, exceptions and exemptions of (ii), (iii), (iv) and (v) of Clause 17 of said WARSHIPDEMISECHARTER are incorporated herein and shall govern the rights of the parties hereto, notwithstanding any provision of this voyage charter inconsistent therewith.

3) The owner does not warrant the seaworthiness of the vessel.

4) All livestock shall be received by the owner and carried at charterer's risk of accident, sickness or mortality. In addition to the exceptions set forth in Clause 25 hereof, the owner shall not be liable for any loss or damage thereto arising or resulting from any cause whatsoever not due to the negligence of the owner or from any matters mentioned in Section 4, Subsection 2, (a) to (p) inclusive of the United States Carriage of Goods by Sea Act, approved April 16, 1936. Negligence of the owner shall not be presumed, but must be proved by any person making claim.

5) The owner shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery or for loss of or damage to the livestock occurring while said livestock is not in the actual custody of the owner.

6) The owner shall not be liable for any defect or insufficiency in fittings installed in said vessel for accommodation of attendants and veterinarians, or for the carriage of livestock or for the ventilation of the ship as to such livestock, all such fittings and ventilation being hereby approved and accepted by the charterer. The owner's undertaking as to due diligence stated in Part II-1, hereof is hereby modified accordingly.

7) The cost of installation of all fittings for care, custody and accommodation of livestock, attendants and veterinarians to be for charterer's account, but maintenance, replacement and cleaning thereof to be for owner's account. In event vessel loads hereunder at a Canadian port the expense of compliance with any extra requirements beyond vessel's original fittings shall be paid by charterer.

8) Charterer shall bear and pay all expenses of feed and bedding for said livestock on the outward passage and owners shall pay for all food for said attendants and veterinarians on both outward and homeward passages. Wages of attendants and veterinarians to be paid by charterer and such persons shall be deemed to be, and shall be, the employees and servants of the charterer even though they may be required by the owner to sign round voyage shipping articles, at nominal wages of one cent per month each, to be paid by owner under such shipping articles.

9) Any description of the appearance, condition, nature or kind of the livestock mentioned in any cargo receipt issued hereunder is that furnished by the charterer, and the owner shall not be concluded thereby. The owner shall not be liable for failure to deliver in accordance with such description. The owner shall not be liable for failure to identify any of the livestock shipped nor for failure to deliver any particular animal.

10) The owner or master may, without notice, forward the whole or any part of the livestock 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 livestock, by any vessel, vessels or other means of transportation, whether operated by the owner 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 livestock. The owner, in making arrangement for any transshipping or forwarding vessel or means of transportation not operated by this owner shall be considered solely the forwarding agent of the charter and without any other responsibility whatsoever.

11) The carriage of 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 owner whether issued for the livestock or not, and even though such terms may be less favorable to the charterer or consignee than the terms of this charter party and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the co-carrier from liability for negligence. The charterer expressly authorizes the owner to arrange with any such transshipping or forwarding carrier that the lowest valuation of the livestock 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. Pending or during transshipment the livestock may be stored ashore or afloat at their risk and expense and the owner shall not be liable for detention.

12) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the owner, or its agent, at the port of discharge, before or at the time of removal of the livestock into the custody of the person entitled thereto, such removal shall be prima facie evidence of the delivery by the owner of the livestock in good order and condition except as otherwise described in the cargo receipt issued hereunder. Whether the loss or damage be apparent or not, notice of claim for loss, damage, delay, misdelivery or nondelivery must be given in every case within three days after such removal. In any case the owner and the vessel shall be discharged from all liability with respect to loss, damage, delay, nondelivery or misdelivery, unless suit is brought within six months from the date of notice of readiness to discharge.

13) The charterer reserves to itself and to its employees, including such attendants and veterinarians, the feeding, bedding and caring for and the supervision of said livestock and the owner agrees with the charterer that charterer's employees shall come on board the ship and go with it for that purpose. The charterer agrees to indemnify and save harmless the vessel, its owners, bareboat chartered owners, charterers and operators, from and against any and all claims, losses, damages, liabilities and expenses of whatever kind and nature under whatever law arising, resulting from injury to or death of such employees or for loss of or damage to the property of such employees, whether such claims, losses, damages, liabilities or expenses arise before, during or after the outward or homeward voyage and even though due to negligence of the owner, its agents or servants or the negligence of other above-mentioned indemnitees, their agents or servants.

14) This charter party is subject to the approval and consent of United States of America, by Administrator, War Shipping Administration, United States Maritime Commission or any Department or Agency of the United States Government having jurisdiction.



the owner, in making arrangements for any transhipping or forwarding vessel or means of transportation not operated by this owner shall be considered solely the forwarding agent of the charter and without any other responsibility whatsoever.

11) The carriage of any transhipping 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 owner whether issued for the livestock or not, and even though such terms may be less favorable to the charterer or consignee than the terms of this charter party 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 charterer expressly authorizes the owner to arrange with any such transshipping or forwarding carrier that the lowest valuation of the livestock 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. Pending or during transshipment the livestock may be stored ashore or afloat at their risk and expense and the owner shall not be liable for detention.

12) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the owner, or its agent, at the port of discharge, before or at the time of removal of the livestock into the custody of the person entitled thereto, such removal shall be prima facie evidence of the delivery by the owner of the livestock in good order and condition except as otherwise described in the cargo receipt issued hereunder. Whether the loss or damage be apparent or not, notice of claim for loss, damage, delay, misdelivery or nondelivery must be given in every case within three days after such removal. In any case the owner and the vessel shall be discharged from all liability with respect to loss, damage, delay, nondelivery or misdelivery, unless suit is brought within six months from the date of notice of readiness to discharge.

13) The charterer reserves to itself and to its employees, including such attendants and veterinarians, the feeding, bedding and caring for and the supervision of said livestock and the owner agrees with the charterer that charterer's employees shall come on board the ship and go with it for that purpose. The charterer agrees to indemnify and save harmless the vessel, its owners, bareboat chartered owners, charterers and operators, from and against any and all claims, losses, damages, liabilities and expenses of whatever kind and nature under whatever law arising, resulting from injury to or death of such employees or for loss of or damage to the property of such employees, whether such claims, losses, damages, liabilities or expenses arise before, during or after the outward or homeward voyage and even though due to negligence of the owner, its agents or servants or the negligence of other above-mentioned indemnitees, their agents or servants.

14) This charter party is subject to the approval and consent of United States of America, by Administrator, War Shipping Administration, United States Maritime Commission or any Department or Agency of the United States Government having jurisdiction.

15) The charterer, as employer of said livestock attendants and veterinarians, hereby agrees that it will reimburse, indemnify and hold harmless the owner, its agents and servants and the vessel, for and against any liability whether imposed by law (statutory or otherwise) or by contract, and loss, damage or expense whatsoever, including legal fees, with respect to any of said livestock attendants or veterinarians, even though due to negligence of the owner, its agents and servants, or to unseaworthiness of the vessel, including, but without limitation thereof, liability for loss of life, bodily injury, illness, loss of personal effects, or any and all fines, penalties or other charges with respect to any of said attendants and veterinarians, or by reason of his presence on board the vessel.

16) If the voyage of the vessel is terminated by casualty or any other cause, or if any livestock attendant or veterinarian is separated from the vessel for any cause before the vessel returns to the United States, the charterer shall be responsible for repatriation subsistence and transportation of such livestock attendant or veterinarian. If the owner or any one on its behalf makes arrangement for such repatriation subsistence and transportation, or assumes liability therefor, the charter shall indemnify and hold harmless the owner as to such liability or expense.

17) Such livestock attendants and veterinarians shall be signed on a set of shipping articles separate from that of the regular crew members of the vessel at the rate of wages of one cent per month and riders shall be attached to such shipping articles stating, in accordance with General Bulletin No. 1 of the Maritime Law Emergency Board, that such attendants and veterinarian shall not be paid any war bonus or furnished any insurance protection by the owner.

18) Such separate set of shipping articles to be signed by such attendants and veterinarians shall call for return to a final port of discharge in the continental United States and shall not specify return to port where articles were signed. In the event that the vessel does not return to the port where such articles were signed, neither the owner nor the vessel shall be responsible to any of such livestock attendants and veterinarians for transportation or for subsistence during transportation to the port where articles were signed and such transportation and subsistence expense, if required to be paid, shall be paid by the charterer. If the owner or any one on its behalf shall be held liable for any such expense, the charterer shall indemnify and hold harmless the shipowner with respect thereto.

19) In the event of existing or threatened labor disturbance, the owner shall have the right to cancel or terminate further performance of this charter party upon a pro rata reduction in freight due or paid the Owner by the Operator as determined by U. N. R. R. A. but in no event shall such freight be less than the costs to the Owner hereunder and the Owner shall not be obligated to receive or carry the cargo in the event of strikes, lockouts, stoppages or restrictions of labor whether partial or general or whether threatened or actual, but in the event that the Owner does not receive or carry the cargo a pro rata reduction in the freight shall be determined in the same manner as in the case of cancellation or termination referred to above.

20) The vessels have been chartered by the Owner from the War Shipping Administration under standard form "WARSHIPDEMISROUTE". In the event that the final audit by War Shipping Administration for the purpose of determining additional further hire payable pursuant to Clause 13 of "WARSHIPDEMISROUTE" indicates that the average net earnings to the Owner from the operation of all vessels operated by the Owner as part of this cattle program averages in excess of \$5,000. net a voyage after payment of such additional further hire, if any, and after the credit of ten percent on the capital necessarily employed to which the Owner is entitled to pursuant to Clause 13 of "WARSHIPDEMISROUTE" the Owner agrees to refund to U. N. R. R. A. an amount equal to 50 percent of such excess.

21) Wherever the word "Owner" appears it is understood to mean "Bareboat Chartered Owner".











TO THE HONORABLE THE JUDGES OF THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

The libel and complaint of  
UNITED NATIONS

-against-

COSMOPOLITAN SHIPPING COMPANY, INC.,  
in a cause of contract, civil and  
maritime, alleges upon information and  
belief and respectfully shows to this  
Honorable Court as follows:

FOR A FIRST CAUSE OF ACTION, LIBELLANT ALLEGES:

FIRST: At all the times herein mentioned libellant was  
and now is an organization of sovereign governments.

SECOND: At all the times hereinafter mentioned the  
respondent, Cosmopolitan Shipping Company, Inc., was and still is  
a corporation duly organized and existing under and by virtue of  
the laws of the State of New York with an office and place of business  
at 42 Broadway, within the Borough of Manhattan, City, County and  
State of New York and within the Southern District of New York.

THIRD: At all times hereinafter mentioned respondent was  
the bareboat chartered owner and operator of the steamship CARROLL  
VICTORY.

FOURTH: On or about August 23, 1946 United Nations Relief  
and Rehabilitation Administration in the City of New York entered into  
a contract of charter party with the respondent, a copy of which with



addenda is attached hereto and made a part hereof and marked Exhibit A. Under the terms of said charter respondent agreed to furnish the steamship CARROLL VICTORY, insofar as due diligence could make her so, in tight, staunch, strong and in all respects seaworthy condition for the carriage of a cargo of livestock on three consecutive voyages, and up to three additional consecutive voyages, at charterer's option, from one safe United States or Canadian port, each voyage, to one safe European or Mediterranean port, each voyage, and further agreed to accept said cargo on board, and in consideration of certain agreed lumpsum freights safely to carry the same on the said steamship from one safe United States or Canadian port, each voyage to one safe European or Mediterranean port, each voyage, and there to deliver the same in like good order and condition as when shipped, subject to the valid terms and conditions of said charter party.

FIFTH: Pursuant to the terms of said charter and by addendum number 3 ~~to~~ thereto, dated at New York, November 22, 1946, respondent agreed, following the vessel's discharge at Piraeus, Greece on or about December 10, 1946, that the S.S. CARROLL VICTORY make two round voyages between Durban, South Africa, and Piraeus, Greece, otherwise all terms and conditions of said charter party to remain the same.



SIXTH: Thereafter the S.S. CARROLL VICTORY, while in the consecutive service provided for in said charter and addenda thereto and when proceeding from Piraeus to Durban to load cargo for the second Durban-Piraeus charter voyage, deviated to the port of Haifa, Palestine and there, wrongfully and without authorization, loaded commercial cargo for its own account for transportation to Beira, Mozambique.

SEVENTH: Upon information and belief, respondent received for transportation of said commercial cargo from Haifa to Beira a freight of approximately \$55,000 which sum less additional charges actually paid, the amount of which is unknown to libellant, was rightfully due United Nations Relief and Rehabilitation Administration.

EIGHTH: Respondent has at all times <sup>refused</sup> ~~referred~~ and still <sup>refuses</sup> ~~refers~~ to pay over said sum to United Nations Relief and Rehabilitation Administration or to libellant, and respondent has been unjustly enriched thereby.

NINTH: All right, title and interest in and to this claim and the property represented thereby was assigned to libellant and libellant now is entitled to maintain this suit. Libellant also sues in behalf of any others whose interests may appear.

FOR A SECOND CAUSE OF ACTION IN THE ALTERNATIVE,  
LIBELLANT ALLEGES:

TENTH: Libellant repeats and realleges the allegations



contained in ARTICLES First, Second, Third, Fourth, Fifth, Sixth and Ninth of this libel.

ELEVENTH: Under the terms and provisions of said charter party, United Nations Relief and Rehabilitation Administration was the employer of livestock attendants and veterinarians serving on the S.S. CARROLL VICTORY and was obligated to pay the wages for their services.

TWELFTH: The S.S. CARROLL VICTORY was fitted out to carry approximately two hundred head of cattle, which, as known to respondent, had to be available for loading on the vessel upon her arrival at Durban

THIRTEENTH: The aforesaid deviation, diversion and unauthorized use of the S.S. CARROLL VICTORY, on the voyage from Haifa to Beira caused a delay of not less than fourteen days in the voyage from Piraeus to Durban, with resulting additional expense to United Nations Relief and Rehabilitation Administration, of approximately \$20,000, as near as can now be estimated.

FOURTEENTH: By reason of the premises libellant has sustained damages in the sum of \$55,000 less expenses as aforesaid, as alleged in the first cause of action, or \$20,000 as alleged in the second cause of action, as nearly as the same can now be estimated, no part of which has been paid although demanded.

FIFTEENTH: All and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and of



this Honorable Court.

WHEREFORE, libellant prays:

1. That process in due form of law according to the practice of this Honorable Court in causes of admiralty and maritime jurisdiction may issue against the respondent citing it to appear and answer all and singular the matters aforesaid.

2. That if the respondent cannot be found within this district that all its property within this district may be attached in the sum of \$55,000, with interest and costs thereon, the sum sued for in this libel.


3. That a decree may be entered in favor of the libellant against the respondent for the amount of libellant's damages together with interest and costs and the disbursements of this suit.

4. That this Court will grant to the libellant such other and further relief as may be just and proper.

BURLINGHAM, VEEDER, CLARK & HUPPER,  
Attorneys for Libellant.

Burton H. White for United Nations





Mr. Wm. J. Carey  
Cosmopolitan Shipping Co. Inc.  
42 Broadway  
New York 4, N. Y.

Dear Sir:

SS CARROLL VICTORY

May I please have a reply to my letter 25 January regarding the  
SS CARROLL VICTORY?

Sincerely yours,

H. E. Whipple, Deputy Director  
Ocean Shipping Division

Info copy K. Borders no further clearance ar 11 Feb 47



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Mr. Wm. J. Darcy  
Cosmopolitan Shipping Co. Inc.  
42 Broadway  
New York 4, N. Y.

Dear Mr. Darcy:

SS CARROLL VICTORY

With reference to the second voyage of the SS CARROLL VICTORY,  
would you be good enough to supply me with a copy of the ship's  
itinerary on its south-bound leg to Durban.

Sincerely yours,

M. E. Whippe, Deputy Director  
Ocean Shipping Division

info copy K.Borders  
no further clearance ar 25 Jan 47



25 January 1947

TO: H. A. Basell - 705 Dupont 163  
FROM: H. E. Whipple - 714 Dupont  
SUBJECT: SS CARROLL VICTORY

With reference to the second voyage of the SS CARROLL VICTORY - Piraeus/Durban/  
Piraeus - will you please note that the freight on the second voyage is not  
to be paid without specific authorization from me, personally.

info copy K. Borders  
no further clearance ar 25 Jan 47

*Wm. H. H. H. H.*



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flew  
**COSMOPOLITAN SHIPPING COMPANY**

INCORPORATED

UNITED NATIONS  
RELIEF AND REHABILITATION  
ADMINISTRATION

FEB 26 1947

OCEAN SHIPPING DIVISION

TEAMSHIP AGENTS AND MANAGERS

42 BROADWAY, NEW YORK 4, N. Y.

TELEPHONE DIGBY 4-6363

February 25, 1947

United Nations Relief and Rehabilitation Administration  
1344 Connecticut Avenue  
Washington 25, D. C.

Attention: H. E. Whipps, Deputy Director  
Ocean Shipping Division

Dear Sir:

SS "CARROLL VICTORY" Voy. 2b - BB

In reference to your letter of January 27th, 1947, on the above named vessel, requesting the ships itinerary on her second South Bound leg to Durban, we submit the following list of ports at which the vessel called.

{ Piraeus  
Haifa  
Port Said  
Beira  
Durban

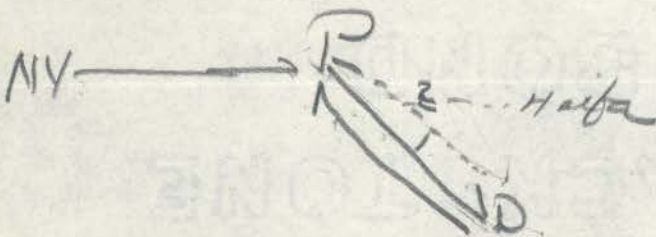
Trusting that this is the information which you desire, we remain,

Very truly yours,

COSMOPOLITAN SHIPPING COMPANY

*R. A. Cushman*

R. A. Cushman





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8

15 Apr

Freight

Mr. R. A. Cushman  
Cosmopolitan Shipping Company Inc.  
42 Broadway  
New York 4, N. Y.

Dear Sir:

SS CARROLL VICTORY Voy. 2b - BB

Referring to previous correspondence on the second southbound leg of the SS CARROLL VICTORY to Durban, we have been informed that this vessel in Haifa picked up a general cargo bound for Beira and that you received a freight of \$55,000.00 for this movement.

Since the voyage on which this vessel was engaged was covered by charterparty agreement and did not give the right to the owners to carry other cargo for their own account, we would appreciate an explanation as to why the vessel was delayed in loading said cargo at Haifa and was delayed further by having accepted this cargo for discharge at Beira, whereas the cargo she was to carry was located at Durban and, further, as to what disposition you propose to make of freight so received.

Your early attention to the above matters will be appreciated.

Sincerely yours,

H. E. Whipps, Deputy Director  
Ocean Shipping Division

info copy K.Borders no further clearance ar 15 April 47



18 June 47

none

plain

MR. R. A. CUSHMAN  
COSMOPOLITAN SHIPPING CO. INC.  
42 BROADWAY  
NEW YORK 4, N. Y.

Re Second voyage SS CARROLL VICTORY. Please reply our letter dated 15 April.

W.J.Drought/ar

L. M. Wright, Acting Director, Ocean Ship.Di

Chief Operations Officer 704A x 531



# COSMOPOLITAN SHIPPING COMPANY

INCORPORATED

STEAMSHIP AGENTS AND MANAGERS

42 BROADWAY, NEW YORK 4, N. Y.

TELEPHONE DIGBY 4-6363

June 20th, 1947

United Nations Relief and  
Rehabilitation Administration  
1344 Connecticut Avenue  
Washington 25, D. C.

Attention: Mr. L. M. Wright  
Acting Director, Ocean Shipping Division

Dear Sirs:

SS CARROLL VICTORY - BB#2B

We acknowledge receipt of your telegram of June 18th, requesting reply to Mr. Whipps' letter of April 15th concerning the second voyage of the subject vessel for your account, between Durban and Greece.

The voyage on which the vessel was engaged was covered by a charter party agreement but the charter did not, to our knowledge, restrict the Owner from making use of the vessel when proceeding light of the cargo for which she had been committed.

The contract called for the carriage of livestock from Durban to a port in Greece and did not govern the use of the ship after the cargo had been discharged. As a matter of fact, before we agreed to carry the cargo southbound from Haifa, we obtained approval from Mr. E. A. Terres, Assistant Director of Traffic, U.S. Maritime Commission and also notified Mr. Jindra, then Chief of Traffic, Ocean Shipping Division, of your organization, of our intentions.

Very truly yours,

COSMOPOLITAN SHIPPING COMPANY, INC.

William J. Darcy

cc: Mr. E.A. Terres, USMC, Washington

UNITED NATIONS  
RELIEF AND REHABILITATION  
ADMINISTRATION  
JUN 23 1947  
OCEAN SHIPPING DIVISION



Sub

Cosmopolitan Shipping Company  
42 Broadway  
New York 4, N.Y.

Attention: Mr. William J. Drought

Gentlemen:

SS CARROLL VICTORY - RB/22

Replying to your letter of June 20th and with particular reference to its second paragraph, we claim under the Charter we were clearly entitled to use or not use any part of the carrying capacity of the vessel and that you as bare-boat chartered owner who were paid freight on a lump sum basis, full cargo or not, could not carry third-party cargo in place of dead freight without specific agreement on the part of UNHRA.

The third paragraph relates that approval was obtained from Mr. E. A. Terres, Assistant Director of Traffic, U.S. Maritime Commission. Had such approval been given, it would have been of no consequence as the Commission was not a party to the contract.

Will you please consider this letter as our claim for full reimbursement of all monies received by your Company as a result of the unauthorized carriage of third-party cargo.

Sincerely yours,

W. J. Drought  
Chief of Operations  
Ocean Shipping Division

cc: Mr. E. A. Terres, USMC, Washington

Mr. H. A. Hazell - 3fl.N. - Withhold all payments to this Company.  
WJD.

WJDrought/gt  
10 July 1947

Info copy: KBorders - A632



*Drought*

Cosmopolitan Shipping Company  
42 Broadway  
New York 4, N. Y.

Attention: Mr. William J. Darcy

Gentlemen: SS CARROLL VICTORY - HB/2H

Replying to your letter of June 20th and with particular reference to its second paragraph, we claim under the Charter we were clearly entitled to use or not use any part of the carrying capacity of the vessel and that you as bare-boat chartered owner who were paid freight on a lump sum basis, full cargo or not, could not carry third-party cargo in place of dead freight without specific agreement on the part of UNRRA.

The third paragraph relates that approval was obtained from Mr. E. A. Terres, Assistant Director of Traffic, U.S. Maritime Commission. Had such approval been given, it would have been of no consequence as the Commission was not a party to the contract.

Will you please consider this letter as our demand for full reimbursement of all monies received by your Company as a result of the carriage of third-party cargo. We understand that in this connection you received some \$50,000. Please advise us as soon as possible when we may expect payment of this obligation.

Sincerely yours,

W. J. Drought  
Chief of Operations  
Ocean Shipping Division

Copy to Mr. E.A. Terres, USMC, Washington.

Mr. H.A. Hazell - N-3rd fl. - Withhold all payments to this Company.

WJD

WJDrought/js  
15 July 1947

Info copy: R3orders - A-632



2390 Champlain St.N.W.  
Washington, D.C.

*Registered*

Cosmopolitan Shipping Company, Inc.  
42 Broadway  
New York 4, N. Y.

Gentlemen:

Subject: "EDWARD W. BURTON"  
"CARROLL VICTORY"  
"JOHN L. MCCARLEY"  
"MICHAEL J. MONOHAN"  
"ATTLEBORO VICTORY"

This is to notify you that all claims of this Administration against your company and arising out of adjustments in charter rates pertaining to WSA vessels operated by your company as animal carriers under bareboat charter, or arising out of UNRRA's right to share in the profits earned by such vessels have been assigned for a consideration to the United States of America.

As a means of recapitulating the situation out of which these claims arose we are enclosing a copy of our worksheet covering the voyages involved. You will note that the five above-designated vessels (two of which are Victory type vessels) made a number of voyages as animal carriers. These vessels were chartered originally under a charter form by which UNRRA was to have shared in the profits of the voyages. Later the form was amended insofar as Victory type vessels are concerned to give UNRRA an adjustment in the charter fee of \$4,000 per voyage made after the effective date of certain new regulations of the U.S. Maritime Commission, as set out in our letter to you on 21 October 1946. This last adjustment has been made with respect to three voyages made by the Victory type vessels after 1 October 1946. No adjustment has been made on two voyages by the CARROLL VICTORY. As for the right of UNRRA to share in the profits of the vessels, your company paid \$16,000 to UNRRA on 15 December 1948, which payment UNRRA must consider as only part payment of the amount due. This payment is discussed below.

In your letter of 27 May 1948 your company offered to pay the \$16,000 referred to in final settlement of UNRRA's right to share in the profits of the following specific voyages:

ATTLEBORO VICTORY, Voyages Nos. 1 and 2  
JOHN L. MCCARLEY, Voyage No. 1  
MICHAEL J. MONOHAN, Voyage No. 1.



As UNRRA did not wish to accept the offer in final settlement for these four voyages, negotiations ceased until we wrote you on 22 November 1948 offering to accept \$16,000 in final settlement of the four listed voyages. Whereupon you sent us your cheque in the sum of \$27,428.43 by letter dated 15 December 1948, all over \$16,000 being for dispatch earned by UNRRA on other vessels not involved in this matter. We did not accept this offer until assured by you in your letter of 5 March 1949 that the \$27,428.43 would cover only the four voyages and the dispatch, provided, however, that all other claims with respect of animal carriers would be considered as abandoned by UNRRA unless asserted within sixty (60) days.

In accordance with the provision of our settlement just mentioned, and under the terms of the applicable charter, UNRRA herewith asserts a claim against your company for the right to share in the profits of the following voyages:

S.S. EDWARD W. BURTON, Voyages Nos. 1 and 2  
S.S. CARROLL VICTORY, Voyage No. 1  
S.S. JOHN L. McCARLEY, Voyage No. 2  
S.S. MICHAEL J. MONOHAN, Voyage No. 2

In addition, UNRRA herewith asserts a claim for an adjustment of \$4,000 for each of the following voyages by Victory type vessels after 1 October 1946:

S.S. CARROLL VICTORY, Voyages No. BB2A and BB2B

The claims asserted above are those assigned to the United States of America as set out in paragraph one hereof. In addition, UNRRA asserts another claim for damages arising out of certain mishandling of the S.S. CARROLL VICTORY, which claim has not been assigned to the United States of America and which will be the subject of a separate communication.

In connection with the claims listed above which have been assigned to the United States of America, UNRRA is making its files available to the U.S. Maritime Commission which will handle these claims on behalf of the United States Government. Future communications regarding the claims should be addressed to Mr. T. H. Reavis, Chief of Division of Accounts, U.S. Maritime Commission, Washington, D.C.

Very truly yours,

Wilbur L. Morse  
General Counsel

Attachment

WLM/aw

29 March 1949

cc: Mr. T. H. Reavis - USMC



BURLINGHAM, VEEDER, CLARK & HUPPER\*

CHARLES C. BURLINGHAM  
COUNSEL

ROSCOE H. HUPPER  
CHAUNCEY I. CLARK  
CHARLES BURLINGHAM  
RAY ROOD ALLEN  
A. HOWARD NEELY  
EUGENE UNDERWOOD  
GEORGE H. EMERSON  
NORMAN M. BARRON  
STANLEY R. WRIGHT  
DAVID G. ASHTON  
BURTON H. WHITE  
ADRIAN J. O'KANE

CABLE ADDRESS: POLYCARPON

27 WILLIAM STREET  
NEW YORK 5.

S.S. CARROLL VICTORY -

March 30, 1949.

United Nations Relief and Rehabilitation Administration,  
1344 Connecticut Avenue, N.W.,  
Washington, 25, D.C.

Attention of Mr. Wilbur L. Morse, General Counsel.

Dear Sirs:

We must again refer to our letters of December 16, 1948 and February 24, 1949, requesting early advices as to further handling of the above claim. As you know, our admiralty courts sometimes invoke the doctrine of laches as a bar to suits which have not been pressed diligently. We, therefore, feel that you should promptly decide and advise us whether or not suit is to be brought on this claim.

Very truly yours,

HML:R

*Burlingham, Veeder, Clark & Hupper*

*Held to him from Shipping Co re settlement*  
*WPH*



March 30, 1949

U. S. CARROLL VICTORY

United States Relief and Rehabilitation Administration,  
1333 Connecticut Avenue, N.W.,  
Washington, 25, D.C.

Attention of Mr. Wilbur L. Morse, General Counsel

Dear Sirs:  
We must again refer to our letter of December 16, 1948 and February 24, 1949, requesting early advice as to further handling of the above claim. As you know, our ed-  
miralty courts sometimes invoke the doctrine of laches as a  
bar to suits which have not been pressed diligently. We,  
therefore, feel that you should promptly decide and advise  
us whether or not this is to be brought on this claim.

Very truly yours,



MAIL:R



*Kytrina*

2390 Champlain St.N.W.  
Washington, D.C.

VIA REGISTERED MAIL  
RETURN RECEIPT REQUESTED

Cosmopolitan Shipping Company, Inc.  
42 Broadway  
New York 4, N. Y.

Attention: Mr. Lon Hudson

Gentlemen:

Subject: S.S. CARROLL VICTORY - BB #2B

Reference is made to your letter of 5 March 1949 and earlier correspondence relating to claims by United Nations Relief and Rehabilitation Administration against Cosmopolitan Shipping Company, Inc. Particular reference is made to the provision of your letter of 5 March by which UNRRA was to assert within sixty days thereafter any outstanding claims and by which you agreed that prompt disposal would be made of any such claims.

In accordance with the provision referred to, we have heretofore asserted claims against Cosmopolitan Shipping Company, Inc., arising out of UNRRA's right to share in the profits of certain voyages made by vessels operated by the Cosmopolitan Shipping Company, Inc., as animal carriers and to adjustment in the charter fee of other such vessels. We now wish to reassert another claim which has already been called to your attention.

The S.S. CARROLL VICTORY was engaged by UNRRA to carry livestock from Durban, South Africa, under charter dated August 23, 1946. While returning from Piraeus, Greece, to Durban to load a second cargo of livestock the vessel picked up and carried commercial cargo from Haifa to Beira, thereby delaying its arrival and causing damage to UNRRA in the form of extra costs incurred in the care and feeding of livestock and the loss of livestock in the sum of \$40,000. UNRRA asserts a claim in that amount, and asks that prompt settlement be effected.

Very truly yours,

Wilbur L. Morse  
General Counsel

WLM/aw  
30 March 1949



2390 Champlain St.N.W.  
Washington, D.C.

VIA REGISTERED MAIL  
RETURN RECEIPT REQUESTED

Cosmopolitan Shipping Company, Inc.  
42 Broadway  
New York 4, N. Y.

Attention: Mr. Lon Hudson

Gentlemen:

Subject: S.S. CARROLL VICTORY - BB #2B

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Very truly yours,

Wilbur L. Morse  
General Counsel

WLM/aw  
30 March 1949



2390 Champlain St.N.W.  
Washington, D.C.

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42 Broadway  
New York 4, N. Y.

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Subject: S.S. CARROLL VICTORY - BB #2B

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Very truly yours,

Wilbur L. Morse  
General Counsel

WLM/aw  
30 March 1949



2390 Champlain St.N.W.  
Washington, D.C.

VIA REGISTERED MAIL  
RETURN RECEIPT REQUESTED

Cosmopolitan Shipping Company, Inc.  
42 Broadway  
New York 4, N. Y.

Attention: Mr. Lon Hudson

Gentlemen:

Subject: S.S. CARROLL VICTORY - BB #2B

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Very truly yours,

Wilbur L. Morse  
General Counsel

WLM/aw  
30 March 1949



C O P Y

COSMOPOLITAN SHIPPING COMPANY, INC.  
Steamship Agents and Managers  
42 Broadway, New York 4, N. Y.

March 5, 1949

Mr. H. E. Howell  
Administrator for Liquidation  
United Nations Relief and Rehabilitation  
Administration  
2390 Champlain St. N.W.  
Washington, D. C.

Dear Mr. Howell:

Referring to your letter of January 26, 1949 - reply to which has been delayed owing to the writer's absence from the city - and confirming the writer's telephone conversation with your Mr. Morse yesterday, we have given careful consideration to the request contained in the last paragraph as to the deposit of our check No. 15407 of December 15, 1948.

We naturally are quite anxious to close out of accounts of the animal carriers and to the best of our knowledge the items included in our check for \$27,428.43 sent you with our letter of December 15th represented all the items outstanding on these accounts. We were therefore somewhat surprised to note from your letter that your audit of these accounts indicated there were further items to be considered.

In order to dispose of the specific items covered by our check for \$27,438.43 above referred to, we are agreeable to the deposit of our check by you, on the condition that you furnish us within sixty days full details of any claims you intend to assert against us, and that if no claims are filed against us before the expiration of that period they shall be deemed abandoned; with the further understanding that all claims, if any, filed with us during that period will have our careful consideration and cooperation for prompt disposal.

Yours truly,

COSMOPOLITAN SHIPPING COMPANY, INC.

/s/ Lon Hudson

LON HUDSON  
Treasurer

LH:mas

(ORIGINAL OF THIS LETTER IS IN UNRRA'S FILES)



Post Office Department  
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$3000



POSTMARK OF DELIVERING  
OFFICE

BOWLING GREEN  
STATION

Return to *Mr. Wilbur L. Morse*  
(NAME OF SENDER)

Street and Number,  
or Post Office Box,

UNITED NATIONS RELIEF &  
REHABILITATION ADMINISTRATION  
2800 CHAMPLAIN ST., N. W.  
WASHINGTON 25 D. C.

REGISTERED ARTICLE

No. 453479

INSURED PARCEL

WASHINGTON,

D. C.

No. \_\_\_\_\_



## RETURN RECEIPT

*Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.*

1

(Signature or name of addressee)

2

(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 3/21, 1949



C O P Y

2390 Champlain St. N.W.  
Washington, D.C.

26 January 1949

Cosmopolitan Shipping Company, Inc.  
Steamship Agents and Managers  
42 Broadway  
New York 4, N. Y.

Attention: Mr. Lon Hudson  
Treasurer

Gentlemen:

Reference is made to your letter of 15 December 1948 transmitting your cheque in the sum of \$27,428.43.

It is noted that this cheque is offered "in complete liquidation and settlement to date of all matters between you and ourselves" wherein you acted as principals. However, this is contrary to our earlier agreement whereby the proffered sum and settlement related only to certain voyages by specified animal carriers. We have delayed answering your letter and have not deposited your cheque pending audit of other voyages so as to determine whether your new proposal could be accepted. We have not completed our audit of all voyages made by animal carriers operated by your company but we have progressed far enough to determine that your company is further indebted to us with respect to matters about which there can be no controversy.

Consequently, we would appreciate your advising us that we may deposit your cheque in payment of the settlement set out in your letter to us of 27 May 1948 and our letter to you of 22 November 1948 and the dispatch as approved by you in the sum of \$11,428.43, leaving other matters to be treated in a separate settlement when our billing has been completed.

Sincerely yours,

H. E. Howell  
Administrator for Liquidation

WLMorse/aw  
25 January 1949



C O P Y

2390 Champlain St. N.W.  
Washington, D.C.

26 January 1949

Cosmopolitan Shipping Company, Inc.  
Steamship Agents and Managers  
42 Broadway  
New York 4, N. Y.

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Treasurer

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Sincerely yours,

H. E. Howell  
Administrator for Liquidation

WLMorse/aw  
25 January 1949



BURLINGHAM, VEEDER, CLARK & HUPPER

*Mr. Morse*  
CHARLES C. BURLINGHAM  
COUNSEL

ROSCOE H. HUPPER  
CHAUNCEY I. CLARK  
CHARLES BURLINGHAM  
RAY ROOD ALLEN  
JOHN L. GALEY  
A. HOWARD NEELY  
EUGENE UNDERWOOD  
GEORGE H. EMERSON  
NORMAN M. BARRON  
STANLEY R. WRIGHT  
DAVID G. ASHTON  
BURTON H. WHITE  
ADRIAN J. O'KANE

CABLE ADDRESS: POLYCARPON

27 WILLIAM STREET  
NEW YORK 5,

S.S. CARROLL VICTORY

December 16, 1948.

United Nations Relief and Rehabilitation Administration,  
1344 Connecticut Avenue, N.W.,  
Washington, 25, D.C.

Attention of Mr. Wilbur L. Morse, General Counsel.

Dear Sirs:

We acknowledge receipt of your letter of December 9, 1948, requesting further information as to the amounts involved in the above claim.

Assuming that Cosmopolitan Shipping Company, Inc. collected \$55,000 freight for commercial cargo carried from Haifa to Beira, we should estimate net profits between \$35,000 and \$40,000.

If Mr. Whipps was correct in his estimate of expense of caring for cattle at Durban, total extra expenses to UNRRA including extra wages would probably come close to \$12,500.

Your recovery, if any, would be in the alternative, and as we advised you in our December 7 letter your prospects of recovering the freight are not favorable.

Very truly yours,

*Burlingham, Veeder, Clark & Hupper*

HML:R



ST. WILLIAM STREET  
NEW YORK 2

December 14, 1948

S. E. CARROLL VICTORY

United Nations Relief and Rehabilitation Administration  
1341 Connecticut Avenue, N.W.  
Washington, 25, D.C.

Attention of Mr. William I. Morse, General Counsel

Dear Sirs:

We acknowledge receipt of your letter of December 9, 1948, requesting further information as to the amounts involved in the above claim.

Assuming that Cosmopolitan Shipping Company, Inc. collected \$25,000 freight for commercial cargo carried from Haiti to Haiti, we should estimate net profits between \$25,000 and \$40,000. If Mr. Whipple was correct in his estimate of expenses of carrying for cattle at Luperon, total extra expenses to UNRRA including extra wages would probably come close to \$12,500.

Your recovery, if any, would be in the alternative, and as we advised you in our December 7 letter your prospects of recovering the freight are not favorable.

Very truly yours,



RMJ:R



COPY

CABLE ADDRESS  
POLYCARPON NEW YORK

BURLINGHAM, VEEDER, CLARK & HUPPER

27 WILLIAM STREET

NEW YORK 5.

S.S. CARROLL VICTORY

December 16, 1948.

United Nations Relief and Rehabilitation Administration,  
1344 Connecticut Avenue, N.W.,  
Washington, 25, D.C.

Attention of Mr. Wilbur L. Morse, General Counsel.

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Your recovery, if any, would be in the alternative, and as we advised you in our December 7 letter your prospects of recovering the freight are not favorable.

Very truly yours,

HML:R



COPIES ADDRESS  
POLYGRAPH NEW YORK

BURLINGHAM VEEDER, CLARK & HUPPES

27 WILLIAM STREET

NEW YORK 2

RECEIVED

NOV 11 1948

MADE IN U.S.A.

RENTICO PARAGON LINEN





*Return Morse*  
*L-300*

9 - DEC 1948

Burlingham, Veeder, Clark & Hupper  
27 William Street  
New York 5, N. Y.

Gentlemen:

Subject: S.S. CARROLL VICTORY

Reference is made to your letter of 7 December wherein you inquire whether litigation involving this Administration's claim with respect to the S.S. CARROLL VICTORY should be conducted in the name of UNRRA or in the name of the United Nations.

This particular claim was not assigned to the United Nations as a marine claim. However, it is likely that it will be assigned to that organization within the next three months. Any litigation instituted at this time should, therefore, be conducted in the name of UNRRA.

We feel that before determining that a libel should be filed in this matter we should consider all facts relating to the amounts involved. If you have any information with regard to that matter, kindly advise us. In the meantime, we are searching our own files for any pertinent data.

Very truly yours,

Wilbur L. Morse  
General Counsel

WLM/aw  
9 December 1948





BURLINGHAM, VEEDER, CLARK & HUPPER

CHARLES C. BURLINGHAM  
COUNSEL

ROSCOE H. HUPPER  
CHAUNCEY I. CLARK  
CHARLES BURLINGHAM  
RAY ROOD ALLEN  
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NORMAN M. BARRON  
STANLEY R. WRIGHT  
DAVID G. ASHTON  
BURTON H. WHITE  
ADRIAN J. O'KANE

CABLE ADDRESS: POLYCARPON

27 WILLIAM STREET  
NEW YORK 5,

December 7, 1948.

SS CARROLL VICTORY

Wilbur L. Morse, Esq.,  
General Counsel,  
United Nations Relief and  
Rehabilitation Administration,  
1344 Connecticut Avenue,  
Washington 25, D. C.

Dear Mr. Morse:

Referring to your letter of December 3, we have just written you recommending that we be authorized to file a libel in this matter.

The claim is a most unusual one and has been given a great deal of consideration. Despite the doubts which we entertain regarding the general question of liability, we feel that certain specific losses sustained by UNRRA cannot be overlooked and that therefore, in the absence of some appropriate adjustment, the filing of a libel is justified.

We have noted that this particular claim has never been assigned to the United Nations and are wondering whether any litigation that is instituted should be conducted in the name of UNRRA or in the name of the United Nations. If the latter a special assignment is required.

Very truly yours,

BURLINGHAM, VEEDER, CLARK & HUPPER

*Burton H. White*

BHW:EA



December 2, 1948

ES CARROLL VICTORY

William E. Jones, Esq.,  
General Counsel,  
United Nations Relief and  
Rehabilitation Administration,  
1044 Connecticut Avenue,  
Washington 25, D. C.

Dear Mr. Jones:

Referring to your letter of December 2, we have just  
written you recommending that we be authorized to file a claim in this  
matter.

The claim is a most unusual one and has been given a  
first level of consideration. Despite the facts which we entertain  
regarding the general question of liability, we feel that certain  
specific losses sustained by UNRRA cannot be overlooked and that there-  
fore, in the absence of some significant adjustment, the filing of a  
claim is justified.

We have noted that this particular claim has never been  
assigned to the United Nations and are wondering whether any litigation  
that is instituted should be conducted in the name of UNRRA or in the  
name of the United Nations. If the latter a special arrangement will be

required.

Very truly yours,



WILLIAM E. JONES, Esq.,  
General Counsel,  
United Nations Relief and  
Rehabilitation Administration,  
1044 Connecticut Avenue,  
Washington 25, D. C.

WEL



COPY

CABLE ADDRESS  
POLYCARPON NEW YORK

BURLINGHAM, VEEDER, CLARK & HUPPER

27 WILLIAM STREET

NEW YORK 5.

December 7, 1948.

SS CARROLL VICTORY

---

Wilbur L. Morse, Esq.,  
General Counsel,  
United Nations Relief and  
Rehabilitation Administration,  
1344 Connecticut Avenue,  
Washington 25, D. C.

Dear Mr. Morse:

Referring to your letter of December 3, we have just written you recommending that we be authorized to file a libel in this matter.

The claim is a most unusual one and has been given a great deal of consideration. Despite the doubts which we entertain regarding the general question of liability, we feel that certain specific losses sustained by UNRRA cannot be overlooked and that therefore, in the absence of some appropriate adjustment, the filing of a libel is justified.

We have noted that this particular claim has never been assigned to the United Nations and are wondering whether any litigation that is instituted should be conducted in the name of UNRRA or in the name of the United Nations. If the latter a special assignment is required.

Very truly yours,

BURLINGHAM, VEEDER, CLARK & HUPPER

BHW:EA



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CABLE ADDRESS: POLYCARPON

27 WILLIAM STREET

NEW YORK 5. December 7, 1948

S.S. CARROLL VICTORY

United Nations Relief and Rehabilitation Administration,  
1344 Connecticut Avenue, N. W.,  
Washington, 25, D. C.

Attention of Mr. Wilbur L. Morse,  
General Counsel.

Dear Sirs:

You considered making claim against Cosmopolitan Shipping Company, Inc. for approximately \$55,000, the earnings of Cosmopolitan from commercial cargo carried from Haifa to Beira while the CARROLL VICTORY was proceeding from Piraeus to Durban to load a cargo of livestock for a voyage to Piraeus under Warshipvoy revised form of charter, dated August 23, 1946, and addenda thereto.

Cosmopolitan contends that inasmuch as the charter party did not stipulate against carrying commercial cargo for its own account, and as no exact time was fixed for the loading of livestock at Durban following the voyage from Piraeus, it was free to carry any cargo tendered to it and retain the freight, and that you sustained no loss.

We have discussed this matter at Montreal with Mr. Whipps, who executed the charter in UNRRA's behalf. Mr. Whipps states that the CARROLL VICTORY was bareboat chartered to Cosmopolitan Shipping Co. Inc. on condition, however, that before the vessel should be put into







a trade of Cosmopolitan's choice, it first fulfill UNRRA requirements for transporting livestock to Europe. The vessel was fitted out at UNRRA's expense for the carriage of livestock, and cattle tenders and veterinarians were put on the vessel and paid by UNRRA. Mr. Whipps also stated that the cost of feeding and maintaining livestock at Durban during the period in question was about £1 per day per head and that the deviation to Haifa and Beira in the southbound voyage from Piraeus delayed the vessel at least two weeks.

While it might have been good practice for Cosmopolitan to have obtained an addendum to the charter or some other authorization for the carriage of the commercial cargo, its failure to do so is not fatal to its claim of privilege to carry commercial cargo while proceeding to an UNRRA loading port.

As we understand it, the lumpsum freight was calculated on the basis of exclusive use of the vessel for UNRRA during the period of the consecutive charters and the transportation of this commercial cargo did result in something in the nature of a windfall to Cosmopolitan. Weighing against favorable determination on this point is the fact that War Shipping Administration and UNRRA through Mr. Jindra were notified of the definite intention to load commercial cargo at Haifa. Jindra advises us that although he knew of this transportation he did nothing affirmatively in the way of consenting to the carriage of this cargo.

We think that there may be some real merit to a claim for the expenses incurred caring for the livestock at Durban while awaiting the delayed arrival of the vessel, and for the additional wages paid to livestock handlers and veterinarians on the CARROLL VICTORY while she was delayed.







Cosmopolitan has refused to negotiate any settlement of this claim. While we are most dubious about your ability to recover the amounts of freight earned (less proper deductions), we feel that the claim for expenses incurred, if nothing more, justifies the filing of a libel, and so recommend.

Very truly yours,

BURLINGHAM, VEEDER, CLARK & HUPPER

*Burlington H. White*

Enclosure