

ACC

AC

10000/148/3697

REIT

000/148/3697 KEITH WALTER "H"

0400

Declassified E.O. 12356 Section 3.3/NND No. 785021

ETA 19 Oct 45

~~VALERIO~~/MESTINA

WHEAT, bulk

8088 tons

(16)

10000 / 148/3697

THIS CONTAINS PAPERS

8088 tons

(36)

10000 / 148 / 3697

THIS SUBJECT
CONTAINS PAPERS
FROM - OCT 1945
TO -
CATALOGUE

FORM G. E. 5

WEIGHT CERTIFICATE **BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS** (An Agency of the State of Louisiana)

Triplicate

THIS CERTIFIES that there was weighed at the

PUBLIC GRAIN ELEVATOR

the contents of car hereon specified

For account of

Commodity Credit Corp **TOWARD** #1345

EX. CAR	CAR No.	INITIAL	WEIGHT	CONTENTS
<i>Holds</i>	<i>Kuth Vawter</i>		<i>18120000</i>	<i>Wheat</i>

Port of New Orleans

WEIGHED ON HOPPER SCALE

4461

1945

LICENSED WEIGHER

J. P. Riley

TB#7

RECAPITULATION
OF
CARGO

LOADED ON BOARD S.S. KEITH VANTER
NEW ORLEANS/NAPLES, ITALY

FAS NO.	REQ'N. NO.	QUANTITY	COMMODITY	WEIGHT		MEASUREMENT	
				POUNDS	TONS	CU FT	CU TONS
IMO-16-G	YB-1	302,000 BUSHELS (IN BULK)	NO. 1 HARD WINTER WHEAT	18,120,000	8089.2957		

4460

TB#7

RECAPITULATION
OF
CARGO

LOADED ON BOARD S.S. KEITH VANTER
NEW ORLEANS/NAPLES, ITALY

QUANTITY	COMMODITY	WEIGHT		MEASUREMENT	
		POUNDS	TONS	CU FT.	CU TONS PAYABLE TONS
2,000 BUSHELS (IN BULK)	NO. 1 HARD WINTER WHEAT	18,120,000	6089.2857		6089.2857

LYKES BROS. STEAMSHIP CO

Manifest and Freight List of S.S. KEITH VASTER

PROCEDURE FOR "Y B" CARGO REQUISITIONS
"U.S. WAR DEPARTMENT"

From NEW ORLEANS, LA.

To NAPLES, ITALY

Marked By Master	Ship Name	SHIPPER	COMMODITY	MARKS AND NUMBERS	No. of Pkg.
------------------------	--------------	---------	-----------	----------------------	----------------

1 1 WAR SHIPPING ADMINISTRATION
FOR A/C FOREIGN ECONOMIC
ADMINISTRATION.

To U.S.A. AS AGENTS FOR
U.S. WAR DEPARTMENT.

REFERENCE -
FAS-4110-16-G
REQ. "YB" #1 302000
CCC-LOADING
ORDER-45-410-41
EXPORT DECLARATION
No. 350

4159

W. KES BROS. STEAMSHIP COMPANY, Inc., Steamship Owners, Managers and Operators

of the "KEITH VAULTER"

Voyage No. WSA-6

Master T. I. ZAL

From NAPLES, ITALY

Via - - - - -

Estimated Date of Arrival "EARLY OCTOBER 1941"

MARKS AND NUMBERS	No. of Bags	ARTICLES	FREIGHT BASIS		RATE	PREPAID FREIGHT
			Weight in Pounds	Measure in Cubic Feet		

FOR REFERENCE -
 TIENT. FAS-41NO-16-G
 REG. 1787-11 302000 BUSHELS No. 1 HARD
 CCC-LOADING ORDER-45-470-M WINTER WHEAT.
 EXPORT DECLARATION
 No. 350

181200000 355829 \$15.00 - 22404 \$121339.29

(8089 L. Tons)

"TRANSFER
 BILL TAKEN
 PORT OF

"CONSISTING OF THE FOLLOWING":

300300 - BUSHELS "IN BULK"

1700 - BUSHELS "IN 568 SHIP'S BAGS"

302000 - BUSHELS

"PROCEDURE FOR 'Y B' CARGO REQUISITIONS
"U. S. WAR DEPARTMENT"

and Operators:

Master T. I. D. Z. A. L.Sheet No. 1.Estimated Loading "EARLY OCTOBER 1945"Date "EARLY OCTOBER 1945"

RATE	PRE PAID FREIGHT	T. O. B. CHARGE	SURCHARGE	TOTAL FREIGHT	TOLLAGE
------	---------------------	--------------------	-----------	------------------	---------

15.00 - 22404 \$121339.25

NONE

\$121339.25

EXEMPT
LOADED
PUBLIC
GRAIN
ELEVATOR

"TRANSFER OF PROPERTY TO U.S. WAR DEPARTMENT
 WILL TAKE PLACE AT END OF SHIP'S TACKLE AT
 PORT OF DESTINATION."

"STORED AS FOLLOWS"

"IN BULK" - CARGO STORED IN NO. 1
 DEEP TANKS AND NOS. 1-2-3-4- AND
 #5 LOWER HOLDS.

"IN BAGS" - CARGO STORED IN NO. 2
 AND #4 TWEEN DECK.

0408

Declassified E.O. 12356 Section 3.3/NND No. 785021

4.59

"CONS"

300300

1700

302000

"NOTE"

WE CERTIFY THAT ALL BARSO LOADED ON THE S/S "KEITH
VASTER VOY. OUT, DURING "EARLY OCTOBER 1945" AS SHOWN
IN DETAIL, ON THE SUPPORTING MANIFEST AS ENUMERATED HEREON.

"LYKES BROS. STEAMSHIP CO., INC. - (BIRTH AGENTS)"

BY S. A. SEEBT
S. A. SEEBT - M/CLERK

EXTENSION OF
LYKES BROS. S

BY 7/13

0009

"CONSISTING OF THE FOLLOWING". -

- 300300 - BUSNELS "IN BULK"
- 1700 - BUSNELS "IN 568 SHIP'S BAGS"
- 302030 - BUSNELS

"NOTE" - ALL BAGS USED FOR SECURING PURPOSES
ARE THE PROPERTY OF VESSEL.

WE CERTIFY THAT
VBY.6 INT. DURING
ORLAND AND DESTINE
DATE IS CORRECT AND

EXTENSIONS AND ADDITIONS CORRECT
LYNES BROK. STEAMSHIP CO. INC.
BY W. A. Smith

"LYNES BROK."
BY J. E.

"STOWED AS FOLLOWS"

"IN BULK" - CARGO STOWED IN NO. 1
DEEP TANKS AND NOS. 1-2-3-4- AND
#5 LOWER HOLDS.

"IN BAGS" - CARGO STOWED IN NO. 2
AND #4 TWEEN DECK.

"THE ABOVE CARGO SUBJECT TO ALL TERMS AND CONDITIONS
OF SHIPVOYAGE CHARTER PARTY AND T&A SHIPPING ADMINISTRA-
TION RATE BOOK NO. 358.

WE CERTIFY THAT ALL CARGO LOADED ON THE S/S KEITH VASTER"
VOY. 6 OUT, DURING "EARLY OCTOBER 1945" AT THE PORT OF NEW
ORLEANS AND DESTINED NAPLES, ITALY, IS SHOWN ABOVE, THAT THE
RATE IS CORRECT AND THAT THIS IS A TRUE MANIFEST.

"LYKEN BROS. STEAMSHIP CO. INC." - (BERTH AGENTS)

BY

J. F. WALSH

CH/CLERK

Contract No. _____ B/L No. _____

Lykes Lines

GENERAL OFFICES
NEW ORLEANS — HOUSTON — GALVESTON

Revised Any upper hereinafter named, the goods or packages said to contain goods hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near there as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges thereon. These goods if whole or in part are shut out from the ship named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and ship in every contingency, whatsoever and whenever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or reception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorised agent of the Carrier:

Voyage No. _____

Port of Loading

Shipper: _____

Consensus: Order of _____ of _____ or assigne _____

If consigned to Shipper's Order arrival notice to be addressed to

(Without liability to Carrier, see Clause 12 hereof)

Port of Discharge from Ship:

(If goods to be transhipped at port of discharge):

Destination of Goods:

(See Clause 11 hereof)

THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 1 HEREOF.

"THE GOODS COVERED UNDER THIS BILL OF LADING WILL NOT BE DELIVERED TO THE CONSIGNEE WITHOUT THE SURRENDER OF THE PROPER ORIGINAL BILL OF LADING."

PARTICULARS FURNISHED BY SHIPPER OF GOODS				
MARKS AND NUMBERS	QUANTITY OR NUMBER OF PIECES OR PACKAGES	DESCRIPTION OF GOODS	GROSS WEIGHT POUNDS	MEASUREMENT

**COPY
NOT-NEGOTIABLE**

STRAIGHT BILL OF LADING
NOT NEGOTIABLE

W A R N I N G

Disclosure of the contents of this bill of lading to **ANY UNAUTHORIZED PERSON** may involve an offense against the **ESPIONAGE ACT** of the United States (50 U.S.C., 31 and 32, as amended), or against the **OFFICIAL SECRETS ACT**, 1911 and 1920, or the **DEFENSE (GENERAL) REGULATION**, of the United Kingdom.

If the goods herein covered are carried on a vessel owned by or under bareboat charter to the United States and which is a Public Vessel of the United States, War Shipping Administration, on behalf of the United States, hereby assumes all liabilities it would have with respect to the carriage of such goods if the vessel were a merchant vessel except with respect to cargo owned by the United States or any Agency or Department thereof and lend-lease cargo. This clause is to be construed only as an agreement that such cargo when carried on such a Public Vessel shall be treated as though the carrying vessel were a merchant vessel with respect to liabilities for loss or damage to such cargo.

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee and owner of the goods herein named on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

IN WITNESS WHEREOF, there have been executed and attested the others to stand valid.

groups of Lading exclusive of non-negotiable copies, all of the same tenor and date, one of which being

Dated at...

this _____ day of _____ 19____

FOR THE MASTER
By LYKES BROS. STEAMSHIP CO., INC.
AGENTS FOR UNITED STATES OF AMERICA
(WAB SHIPPING ADMINISTRATION)

C. M. MATHEWS

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TERMS OF BILL OF LADING CONTINUED ON BACK HEREOF)

*Freight to be Prepaid—To Collect—

*Cross out words not applicable

TERMS CONTINUED FROM FACE OF B/L)

1. This bill of lading shall have effect subject to the provisions of the Carriage by Sea Act of the United States of America, approved April 16, 1924, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender to the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading as Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance and Decree of August 25, 1924, where this bill of lading is issued.

(c) The Carrier shall be entitled to the full benefit of, and right to, all limitations of or exemptions from liability authorized by any provisions of Sections 4-1 to 4-16 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply. If the ship is not owned by or chartered by demise to the War Shipping Administration or the Company designated herein it may be the case notwithstanding anything that appears to the contrary, this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal made through the agency of the War Shipping Administration or the Company designated herein which acts as agent only and shall be under no personal liability whatsoever in respect thereof. If, however, it shall be adjudged that any other than the owner or demise charterer is carrier and/or bailee of the goods all limitations of and exonerations from liability under the bill of lading shall nevertheless be available to such other.

2. In this bill of lading the word "ship" shall include any subchartered vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract. The word "Carrier" shall include the ship, her master, manager, operator, demise charterer, and if bound hereby the time charterer, and any substituted carrier, whether the owner, operator, charterer, or mate, shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods consigned or on any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call, whether named in this contract or not, also port in or out of the advertised geographical, usual or ordinary route or order, even though in proceeding thereon the ship may call beyond the port of discharge or in a direction contrary thereto or return to the original port of departure from the direct or customary route, and includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or, at a prior or subsequent voyage. The ship may omit calling at any port or ports occurring before loading the goods, known or unknown, at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compensation, dry dock, with or without cargo aboard or on ways or to repairs, shift berths, make trial trips or tests, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

[illegible]

4. In any situation whatsoever and whatsoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unwise for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving at the port of discharge, or to leave the port of discharge, or the usual or agreed place of discharge in discharging at or leaving the port of discharge or the commencement of the voyage, require the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into docks, harbors, craft, or other place or the ship may proceed or return, directly or indirectly, to or from any port or place whatsoever or the Master or the Carrier may consider at any such port or place or from any place whatsoever, and discharge the goods, or any part thereof, at the return trip or such other circumstances, and the Master may retain the cargo on board until the goods at any place whatsoever as the Carrier or the Master thinks advisable, and discharge the goods by any means, as herein provided; or the Carrier or the Master may discharge the goods by any means, rail, water, land, or air at the risk and expense of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged, such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility for any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to reasonable extra compensation.

5. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, unloading, stowage, arrival, routes, ports of call, stopovers, discharge, destination, delivery or otherwise hereover given by the government or any nation or government thereunto or any person acting or purporting to act with the authority of such government or of a department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract of carriage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargoes, and may be armed or armed and with or without convoy.

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

6. Unless otherwise stated herein, the description of the goods and the particulars of packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be included as to the correctness of make, number, quantity, weight, measure, contents, nature, quality or value. Single pieces or packages exceeding 440 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of such such pieces or packages shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for loss or damage resulting from any injury, loss or damage arising from inadequate failure to declare and mark the weight of any such piece or package or from inadequate improper description of the goods or from the incorrect weight of any such piece or package. Any loss or damage to the goods or from the failure fully to declare the nature or contents of the goods or from the failure to mark the weight of any such piece or package shall be declared on the bill of lading.

wise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a sailing ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such sailing ship or cargo belonged to strangers.

11) Whenever the Carrier or the Master may deem it advisable at any time when the goods are consigned to a point where the ship does not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or at any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessel or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping or forwarding of the goods, shall be responsible for the expenses of the transshipping or forwarding and for the loss of the goods and without any other responsibility whatsoever.

The carriage by any transshipments or forwarding carrier and all transshipment or forwarding carrier shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not; and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transshipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than a rate of valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the on-carrier will be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly if they come to hand, as or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All liftvance and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at their own risk and expense in every respect when taken into the custody of the Carrier in their own risk and expense in every respect when taken into the custody of stevedores or other authorities. The Carrier shall not be required to give notice of discharge of the goods.

12. The Carrier shall not be liable for failure to deliver in accordance with marks unit such marks shall have been clearly and durably stamped or imprinted by the shipper before delivery upon the goods or packages, in letters and numbers not less than two inches high, together with names of the port of discharge. Goods that cannot be identified as to marks or numbers are consigned; liquid residue and any unclaimed goods not otherwise accounted for shall be returned to the shipper at his expense. Loss or damage to goods in bulk or damaged goods shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any unclaimed shortage, loss of weight or damage. Loss or damage to goods in bulk or damaged goods shall be allocated for completing delivery to the various consignees of goods of like quality, shipped by either the same carrier or another carrier, among the several shippers.

14. The goods shall be liable for all charges of manifest, concealed, billing or reconditioning of the goods or packages and gathering of loose contents of packages; also for any expenses incurred by the carrier for the purpose of securing the goods from loss, damage or destruction, including expenses, fine dues, duty, tax, interest, loss, damage or destruction sustained, including levied upon the Carrier or the ship in connection with the goods, however caused, including any action or requirement of any government or governmental authority or person pursuing act under the authority thereof, seizure under legal process or attempted seizure, interest, insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods, or to comply with any order, demand, clause or any act or condition of the shipper's consignee.

15. Freight shall be payable on actual gross weight or measurement or at Carrier's option, on actual gross weight or measurement. Freight may be calculated on basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case ships' particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Freight shall be paid on damaged or unsound goods. Full freight hereunder in port of discharge named herein shall be considered completely earned on shipment whether the goods be stated or intended to be prepaid or to be collected at destination and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irreversibly under all circumstances whatsoever ship and/or cargo lost or damaged or the voyage broken up or abandoned. If these shall be a forced intervention or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or part thereof shall be at the risk and expense of the goods. All unward charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of discharge at Carrier's option, in the currency of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for any work, expenses as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for any work, expenses as quoted on the day of the ship's entry at the Custom House of her port of discharge due hereunder and may enforce this lien by public or private sale and without notice to the shipper and the consignee shall be jointly and severally liable to the Carrier for the price of the sale of the goods. The shipper and the consignee shall be jointly and severally liable to the Carrier for the price of the sale of the goods.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated with the Carrier shall be liable in answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason of or by means of any fire whatsoever, unless such fire shall be caused by the ship, or neglect, default or neglect.

17. In case of any loss or damage to a in connection with goods exceeding in actual dollar lawful money of the United States, per package or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be \$500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability if any shall be determined on the basis of a value of \$500 per package or per customary freight unit or pro rata in case of partial loss or damage, unless the nature of the goods and a value higher than \$500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required, and in such case the actual value of the goods per package or per customary freight unit shall exceed the declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than \$500 per package or other freight unit, the value in the calculation and adjustment of claim for which the Carrier may be liable shall be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

14. Unless notice of loss or damage and the general nature of such loss or damage be given to the carrier before or at the time of delivery of the goods, the carrier shall not be liable for such loss or damage.

lost or the cargo broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment. 17. At Carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge, the Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

18. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship by reason of or by means of any fire whatsoever, unless such fire shall be caused by the design or neglect.

19. In case of any loss or damage to or in connection with goods exceeding in actual value \$100 lawful money of the United States, per package, or in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be \$200 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of \$100 per package or per customary freight unit, or per rate in case of partial loss or damage, unless the nature of the goods and a valuation higher than \$100 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than \$100 per package or other freight unit, their value in the calculation and adjustment of claim for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

20. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within sixty days after receipt of the goods herein provided for.

21. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered. Such claim may be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an agreement to appear.

22. To avoid or alleviate pretensions or delays in presentation or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized to permit the goods to be removed to any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may not the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

23. This bill of lading shall be deemed and the rights of the parties thereunder determined according to the law of the United States.

24. Cargo stowage and labor on quay are to be provided by ship's agent for account of consignees at current rates, and any cargo which may be ordered for delivery into fiscal deposits, must be taken by an official cartman appointed by the agent of the ship, at current rates for account and risk of consignees.

25. If any balanced or loaded goods are landed slack or torn, receiver and/or consignees shall accept in proportion of the weight. Ship not responsible for loss of weight in bags or boxes torn, mended or with sample holes.

26. COTTON: Description of the condition of the cotton does not relate to the inefficiency of or torn condition of the covering, nor to any damage resulting therefrom, and Carrier shall not be responsible for damage of such nature.

27. SPECIES: Species will not be shipped or landed by the Carrier; it must be put on board by the shipper, and will only be delivered on board on presentation of the bills of lading properly endorsed; it may be carried on at consignee's risk if delivery is not taken during the ship's stay in port, and in every case the liability of the Carrier shall cease when the specie leaves the ship's deck.

28. SPECIFIED DOOR DISCHARGE: If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Master, the ship can safely under her own power, proceed to, lie at, and return from said dock or wharf, always afloat at any time of tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and that otherwise the ship shall discharge the goods in accordance with Clause 12 of this bill of lading, whereupon Carrier's responsibility shall cease.

29. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper. Any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability, if required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

30. The goods shall be delivered from the ship as received provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinbefore provided, the Carrier shall be entitled to a reasonable extra compensation.

31. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, stowage, arrival, route, ports of call, stopovers, discharge, destination, delivery or otherwise, however 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 government thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery in other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

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

33. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be responsible as to the correctness of such number, quantity, weight, count, measurement, contents, nature, quality or value. Shippers please or packages exceeding 400 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of ship's departure shall be declared in writing by the shipper on shipment and clearly and distinctly marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure fully to declare the nature and character of the goods.

34. Goods may be stowed in hold, fore-cabin, deck house, shelter deck, passenger space or any other covered or uncovered space used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stored under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said bill of lading. Goods by sea Act notwithstanding Sec. 1 (a) thereof, or the corresponding provisions of any Carriage of Goods by Sea Act that may be applicable, specially heated or specially cooled articles are not to be stowed unless authorized for such treatment by the carrier or articles carried in air such compartments as at the sole risk of the carrier, master and sub-agent to all the conditions, exceptions and limitations for to the Carrier's liability and other provisions of the bill of lading, and further the Carrier shall not be liable for any loss or damage sustained by the goods, or by any material or the supply or use thereof used in the process of refrigeration, or by any material or the supply or use thereof used in the process of refrigeration, unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

35. Live animals, birds, reptiles and fish are accepted and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-section 2, a to p inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the terms being hereby waived by the shipper. Except as provided above, such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

36. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, member, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and received, recognized or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

The foregoing provision 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.

37. General average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule 8 of York-Antwerp Rules 1924, at such port or place in the United States as may be directed by the carrier, 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 ship. Average agreement or bond and such additional security, as may be required by the Carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

38. In the event of accident, damage, loss or destruction, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or other

HEADQUARTERS ALLIED COMMISSION

TRANSPORTATION SUB-COMMISSION

Port & Warehouse Division

Ref: W/H/1654/Tn6

SUBJECT: Imports - Disposition

Date 18 October 1945

TO: FEDERCONSORZI ROMA ~~FEDERCONSORZI PALERMO~~ FEDERCONSORZI MESSINA FOOD S/C(MAJ. HAYDON)

COPY TO: TN. S/C(MAJ. BAYLIS)

1. Convoy Number
2. Expected Port of Unloading

"H"

Ship Number

~~PALERMO~~/MESSINA

Ship Name KEITH VANTER

Expected Arrival Date 19 Oct. not firm

Description	TOG Marks	For Account	No. & Type of Pkgs.	Quantity per Manifest	Instruction for disposition
WHEAT, bulk		Food S/C		5043 tons	Handle in routine manner
WHEAT, bagged		" "		48 "	" " " "
Approx. 50% of cargo to be offloaded at PALERMO					
CORRECTED ADVICE IN QUANTITY					
4157					

 ROBERT H. KLEIN, Maj. MAC for
 MERRITT H. TAYLOR, Director Tn S/C

HEADQUARTERS ALLIED COMMISSION
APO 804
TRANSPORTATION SUB-COMMISSION
Port & Warehouse Division

File

Ref: **W/H/1683/Tn6**

SUBJECT: Imports - Disposition

Date **13 Oct. 1945**

TO : **FEDERCONSORZI ROME** **FEDERCONSORZI MESSINA** **FOOD S/C(MAJ. HAYDON)** **TH. S/C(MAJ BAYLIS)**

COPY TO:

1. Convoy Number **"H"** Ship Number **MESSINA** Ship Name **KEITH VANTER**
2. Expected Port of Unloading Expected Arrival Date **19 oct. not firm**

Description	TOG Marks	For Account	No. & Type of Pkgs.	Quantity per Manifest	Instruction for disposition
WHEAT, bulk		Food S/C		8088 tons	Handle in routine manner
		CORRECTED ADVICE			

4456

Alk

ROBERT H. KLEIN, Maj. MAC for
MERRITT H. TAYLOR, Director Tn S.C.

HEADQUARTERS ALLIED COMMISSION
APO 394

TRANSPORTATION SUB-COMMISSION

Port & Warehouse Division

Ref:

SUBJECT: W/H/1627/t26 Imports Disposition

Date

12 Oct 45

TO : FEDERCONSORZI ROME
COPY TO: FEDERCONSORZI PALERMO FEDERCONSORZI MESSINA
TN. S/C (MAJOR BAYLIS)

FOOD S/C (MAJOR HAYDON)

1. Convey Number

Ship Number

Ship Name

2. Expected Port of Unloading

Expected Arr BRITANNIA

19 Oct. 45

PALERMO/MESSINA

Description	TOG Marks	For Account	No. & Type of Pkgs	Quantity per Manifest	Instruction for disposition
WHEAT, bulk		Food S/C		8000 tons	Handle in routine manner.
Approx. 50% of cargo to be offloaded at PALERMO					

4455

ROBERT H. KLEIN, Maj MAC for
MERRITT H. TAYLOR, Director TN. S/C

0 4 1 8