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SUPREME COURT OF VIRGINIA
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RICHMOND, VIRGINIA

IN THE

Supreme Court of Virginia

AT RICHMOND

RECORD NO. 730553

C. LYNCH CHRISTIAN, JR.,
Appellant,

v.

JAMES L. BULLOCK AND ELIZABETH J. BULLOCK,
Appellees.

APPENDIX

MORTON H. CLARK, ESQUIRE
Vandeventer, Black, Meredith & Martin
One Commercial Place
Norfolk, Virginia 23510
Counsel for Appellant

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AMENDED MOTION FOR JUDGMENT

* * *

The plaintiffs move the Court for judgment against the defendants, James L. Taylor and C. Lynch Christian, Jr., jointly and severally, on the grounds and in the amount hereinafter set forth:

1. The plaintiffs are owners of a 50 foot Columbia yacht "Katrina."

2. On March 18, 1971 the defendant C. Lynch Christian, Jr. entered into an agreement with the defendant James L. Taylor, which is hereto attached and made a part of this Motion, for the employment by the said C. Lynch Christian of the said James L. Taylor to act as "Master" of said yacht "Katrina," while under charter to said Christian, defendant Taylor thereby becoming the servant and employee of defendant Christian, "Master" being a term of identification used in maritime language.

3. During the period of the charter, defendant Christian owed a duty to the plaintiffs to maintain, operate and protect the same yacht "Katrina" in a prudent and reasonable manner.

4. On March 24, 1971, defendant Taylor, while in the employment of defendant Christian and while acting in the scope of his employment, did so carelessly, recklessly, and negligently operate said yacht "Katrina" as to cause said yacht to run aground with great force and violence and subsequently failed to use reasonable care in the protection of said yacht in order to prevent the loss thereof.

5. As a direct and proximate result thereof, said yacht broke up and was lost.

Wherefore, Plaintiffs demand judgment against the defendants in the sum of Sixty Thousand ($60,000.00) Dollars and their costs in this behalf expended.

James L. Bullock
Elizabeth J. Bullock

By /s/ Joseph W. Richmond, Jr.
Of Counsel

* * *

COUNTERCLAIM

The defendant C. Lynch Christian, Jr. moves the Court for judgment against the plaintiffs James L. Bullock and Elizabeth J. Bullock, jointly and severally, on the grounds and in the amount hereinafter set forth:

1. On March 18, 1971, the defendant C. Lynch Christian, Jr. entered into a time charter arrangement with the plaintiffs through plaintiffs' broker, Richard Bertram & Co. of Miami, Florida, wherein plaintiffs agreed to time charter for a period of one (1) week for the sum of Eleven Hundred Dollars ($1,100.00) the said yacht KATRINA in a tight, staunch, strong and seaworthy condition and properly manned and equipped.

2. On the night of March 24, 1971 while under command of the aforesaid James L. Taylor, an employee and agent of plaintiffs James L. Bullock and Elizabeth J. Bullock, while attempting to enter the harbor at Great Stirrup Cey, in the Bahama Islands, said yacht grounded and subsequently broke up.

3. The aforesaid grounding and loss were not caused or contributed to by any fault or negligence on the part of the defendant C. Lynch Christian, Jr., or any person for whom said defendant was or is responsible, but was caused solely by and due wholly to the fault and negligence of the said James L. Taylor, the person in charge of the KATRINA's navigation, who was the servant and employee of plaintiffs, in the following respects, among others, which will be shown at the trial hereof:

(a) The Master in charge of the Yacht KATRINA was incompetent and was not attentive to his duties;

(b) The Master, James L. Taylor, was not maintaining a proper and alert lookout;

(c) The yacht was proceeding at a speed which was immoderate and excessive in the circumstances;

(d) She failed to proceed with caution and with due regard to the existence of the channel conditions in that area;

(e) She negligently failed to stop and reverse her engines seasonably, to check her excessive speed when the Master knew or should have known of the channel conditions;

(f) As soon as the danger of grounding was, or should have been apparent, the Master failed to take such action by the vessel's engine or rudder so as to avoid the grounding or minimize the danger.

(g) The KATRINA was improperly manned by an incompetent Master who was ignorant of the waters and the situation.

(h) The KATRINA was unseaworthy in that the pumps with which she was furnished were inefficient and failed to function properly.

(i) The KATRINA was unseaworthy in that her Master was not supplied by his employer with the proper charts and sailing instructions for the Bahama waters.

(j) And in other respects to be shown at the trial hereof.

By reason of the aforesaid grounding and loss, the defendant C. Lynch Christian, Jr. sustained damages of upwards of Twenty-five Hundred Dollars ($2,500.00), as nearly as can be ascertained at this time, including the loss of personal effects, the loss of charter hire for those days for which the use of the vessel was denied him, the costs of additional travel and hotel expense and other incidental expenses, no part of which sum has been paid, although duly demanded.

Wherefore, the defendant C. Lynch Christian, Jr. demands judgment against the plaintiffs herein for the sum of Twenty-five Hundred Dollars ($2,500.00) with interest from March 24, 1971 and costs.

C. Lynch Christian, Jr.

By /s/ Branden Vandeventer, Jr.
Of Counsel

* * *

ORDER

Came the plaintiffs, James L. Bullock and Elizabeth J. Bullock, by counsel, and defendant, C. Lynch Christian, Jr., by counsel, and each moved the Court for summary judgment in their favor on the pleadings, depositions and exhibits filed herein, both plaintiffs and defendant alleging that there is no material fact genuinely in dispute. The Court, having heard oral argument and briefs having been submitted by counsel, the Court finds that the Charter was executed by defendant Christian and by Taylor acting as agent for the plaintiffs; that de-

fendant Christian and defendant Taylor executed the Yacht Employment Agreement attached to and made a part of the Charter agreement; that the terms of the Charter and Yacht Employement Agreement are clear and unambiguous; that the yacht KATRINA was lost due to the negligence of defendant Taylor; that the plaintiffs have suffered damages in the amount of $55,932.00 of which $55,000.00 was the value of the KATRINA at the time of loss and $932.00 is reasonable expense in attempting salvage; and that the salvage claim exceeds the value of the equipment salvaged; and

The Court being of the opinion that the Charter and the Yacht Employment Agreement are clear and unambiguous and constitute a bare boat charter and that defendant Taylor was the agent and employee of defendant Christian at the time of loss of the yacht KATRINA and further that the parol evidence rule prohibits the admission of extrinsic evidence to vary, modify or contradict the terms of the Charter or the Yacht Employement Agreement.

It is therefore, Adjudged, Ordered and Decreed that judgment is hereby granted against the said C. Lynch Christian, Jr., in favor of plaintiffs in the amount of $55,932.00 with interest thereon from January 16, 1973, and that judgment against the plaintiffs in favor of defendant Christian is hereby denied.

Came then C. Lynch Christian, by counsel, and moved the Court for rehearing on the issue of summary judgment on the basis of after-discovered evidence in that the official documentation of the yacht KATRINA named plaintiff James L. Bullock as the Master of said yacht at the time of loss. The Court having heard oral argument on the matter by counsel, being of the opinion that by the use of reasonable diligence defendant C. Lynch Christian could have discovered said evidence prior to the rendition of summary judgment in favor of plaintiffs and further that said evidence would not change the decision of the Court.

It is therefore Adjudged, Ordered and Decreed that said motion for rehearing be and is hereby denied.

And defendant Christian excepts to the Order entered herein.

And nothing further remaining to be done herein, this action is Ordered stricken from the docket.

Enter: 3/12/73

George M. Coles
Judge

* * *

NOTICE OF APPEAL AND ASSIGNMENT OF ERROR

The defendant, C. Lynch Christian, Jr., by counsel, hereby gives notice of appeal from the Order entered in this case on March 12, 1973, and sets forth the following assignments of error:

1. That the Court erred in holding that the charter and the yacht employment agreement were clear and unambiguous.

2. That the Court erred in excluding extrinsic evidence to vary, modify or contradict the terms of the charter and the yacht employment agreement.

3. That the Court erred in holding that the charter and the yacht employment agreement constituted a bareboat charter.

4. That the Court erred in holding that the defendant Taylor was the agent and employee of the defendant Christian at the time of the loss of the Yacht KATRINA.

5. That the Court erred in excluding evidence that James L. Bullock was the official master of the Yacht KATRINA.

6. That the Court erred in holding that the defendant C. Lynch Christian, Jr. was responsible for the negligent acts of the defendant, James L. Taylor.

7. That the Court erred in entering judgment against the said C. Lynch Christian, Jr. in the sum of $55,932.00, and in denying the counterclaim of the defendant, C. Lynch Christian, Jr.

Counsel for the defendant, C. Lynch Christian, Jr. will hereafter file a statement of facts pursuant to the Rules of the Supreme Court of Virginia, Rule 5:9. The depositions of the plaintiff, James L. Bullock

and the defendant, C. Lynch Christian, Jr. shall become a part of the record on Appeal.

C. Lynch Christian Jr.

By /s/ Morton H. Clark
Of Counsel

* * *

CHARTER

It Is Mutually Agreed between Lynch Christian, Jr., Lynchburg, Virginia (Charterer) and James L. Bullock (Owner), Owner of the auxiliary, KATRINA (Yacht), having an overall length of 50 feet.

1. Owner agrees to let, and Charterer agrees to hire said yacht from noon on March 20th, 1971, to noon on March 27, 1971.

2. Owner agrees to deliver the yacht in a seaworthy condition at Miami, Florida and in good working order, outfitted as a yacht of her size, type and accommodations, with full equipment inclusive of that required by law, and fully furnished including linen, china, glass and silverware; staunch and clean throughout, and ready for service.

In the event Owner is unable to deliver the yacht at the time and place stipulated through cause beyond his control, or within a period thereafter exceeding one (1) day, this Charter may be terminated by the Charterer, and any charter money paid in advance shall be returned to the Charterer, and upon return of the charter money, the Owner shall be released from liability hereunder.

3. If during the charter term, the yacht be disable or damaged by act of God, peril of the sea, fire, collision, or other cause beyond the control of the Charterer, so that the Charterer is prevented from using the yacht for a period of twenty-four (24) consecutive hours (or in the event the charter period is one calendar month or more, then for a period of forty-eight (48) consecutive hours), Charterer shall have the option to terminate this Charter and Owner shall make a pro-rata return of the Charter hire to Charterer for the remaining balance of the charter period (in excess of the 24-hour or 48-hour period as the case may be).

4. Charterer agrees to pay the Owner the sum of $1200.00 and $40.00 FSST as charter hire in the following manner:

$ All upon the signing of this Charter;

Charter fee of $1200 includes services of crew quoted on attached agreement. $504.00 to be paid on boarding for all expenses except liquor and soft drinks.

5. Charterer agrees to man the yacht with a competent captain having such licenses as may be required by law, and with competent crew, as required. The Charterer shall decide the general course of the voyage and the ports of call within the following limits: Florida and the Bahamas; but the Captain shall be responsible for the safe navigation of the vessel and the Charterer shall abide by his judgment as to sailing, weather, anchorages, and other pertinent matters.

6. * * *

7. Charterer agrees to redeliver the yacht, her equipment and furnishings in as good condition as when let, * * * ordinary and normal wear and tear excepted, at Nassau, Bahamas. In the event Charterer is prevented from redelivering the yacht at the time and place specified, Charterer shall pay to Owner pro-rate demurrage provided further, however, that if the cause of the failure to redeliver as specified shall be beyond Charterer's control, and if Charterer shall have made every reasonable effort to redeliver as required, Charterer shall not be liable for such demurrage.

8. Charterer agrees not to assign this Charter nor to sub-charter this yacht without the written consent of the Owner.

9. Charterer agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole and lawful use of himself, his family, guests and servants during the term of the Charter, and Charterer agrees not to transport freight or carry passengers for pay, nor engage in any trade, nor in any way violate the revenue laws of the United States or of any other government within the jurisdiction of which the yacht may be at any time during the charter term, and Charterer agrees to comply with the law in all other respects.

10. Charterer agrees that neither the Charterer nor the Master, nor any other person, has or shall have any right, power or authority to create, incur or permit to be placed or imposed any lien on the yacht

whatsoever. In the event the Charterer shall fail to pay any installment money when due, or shall commit any material breach of this Charter, the Owner shall have the right to terminate this Charter and retake possession of the yacht, which termination shall be without prejudice to the Owner's rights in respect of any arrearages in charter money or the right of the Owner to recover from the Charterer for breach by the Charterer of any of the conditions contained herein.

11. Should any dispute arise between Owner and Charterer, the matter in dispute shall be referred to three persons in Miami, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any of them, shall be final, and for the purpose of enforcing any award, this Agreement may be made a rule of the court. The arbitrators shall be commercial men having experience in maritime matters.

12. The charter brokerage fee of $180.00 shall be payable by the Owner upon the signing of this agreement and payment of the first installment of hire to Richard Bertram & Co., Yacht Brokers; also on any extension or renewal of this charter, or subsequent charters between the parties hereto within a period of two years from the date of this charter and should the yacht be purchased by the Charterer during the charter term or within the period of one year after expiration of the charter, the Owner shall pay the said Yacht Brokers the standard sale brokerage fee on the sale price.

13. This Charter sets forth our entire agreement and there are no warranties, express or implied, representations, conditions, or agreements not specifically set forth herein.

The parties have executed this Charter on the dates set forth below:

/s/ James L. Taylor (Seal)
Owner
Date: March 18, 1971

/s/ C. Lynch Christian, Jr. (Seal)
Charterer
Date: March 20, 1971

* * *

YACHT EMPLOYMENT AGREEMENT

Agreement made this 18th day of March, 1971 by and between Lynch Christian, Jr., Charterer of the Yacht "KATRINA" hereinafter called the Employer, and James Taylor of Miami, Florida hereinafter called the Yacht Captain;

Witnesseth:

Whereas, Charterer has under charter the Yacht "KATRINA" pursuant to his bare boat charter party agreement wherein it is Employer's obligation to furnish the said yacht with a competent master and crew; and

Whereas, Yacht Captain is a competent master, having had over two years' experience in the coastal and inland waters of Florida and the Bahamas and is able to furnish a crew for the management and navigation of the said yacht; and

Whereas, the parties desire to reduce their agreement to written terms;

Now, Therefore, in consideration of the premises and of the agreements hereinafter contained, it is agreed as follows:

1. Employer hereby hires Yacht Captain as the Master of the said yacht to act as such Master so long as the yacht is under charter to Employer.

2. Yacht Captain agrees to furnish 1 crewmen to assist in operating and navigating the said yacht. The Captain and crew, if any, shall be properly uniformed. The crew to comprise the following:

Mate/cook

3. Yacht Captain shall be paid for his services and the services of his crew a total sum of $200.00, and Employer shall furnish to the Yacht Captain and his crew quarters and food during the term of this Agreement.

4. The term of this agreement shall commence the 20th day of March, 1971, or at such time that the yacht shall be ready to sail pursuant to the bare boat charter party agreement with the Owner, and shall terminate on the 27th day of March 1971, unless sooner terminated by the termination of the yacht party agreement for any reason whatso-

ever. In the event that the yacht charter party agreement is sooner terminated, the Master and crew will receive a prorated share of the agreed compensation for their services.

In Witness Whereof, the parties have duly executed this agreement as of the day and year first above written.

/s/ C. Lynch Christian, Jr.
(Employer)

/s/ Capt. James L. Taylor
(Yacht Captain)

* * *

EXCERPTS FROM DEPOSITION OF JAMES L. BULLOCK

[Dep. P. 5]

Q. What was the arrangement between Mr. Taylor and yourself during the S.O.R.C.? A. Captain Taylor wanted to get into the business as a professional, fulltime, after having been out many years, and he asked to stay with my boat to gain acceptance among professional boating people and he raced with us and he helped maintain the boat.

Q. Well did he receive any compensation from you? A. No.

Q. At any time between January and March 20th of 1971 did he receive any compensation? A. No, I sent money when I was not there for the boat expenses, to pay dockage and buy groceries and minor maintenance things.

Q. Did he live abroad the boat? A. Yes.

Q. During this entire period? A. Yes.

[Dep. P. 6]

Q. Was there anything in writing, a memorandum or a letter or any sort of written document in respect to his duties as the captain of the boat or crew of the boat? A. I don't specifically remember—it may be at times because I was coming back and forth that I had written him a note authorizing him to move the boat for me or conduct other boat business. I don't remember if I ever did that specifically.

[Dep. Pp. 10-11]

Q. And what discussion was there between either you and Mr. Taylor or you and Mrs. Bliss with respect to the charter of the vessel and how it was to be chartered, for what period of time and for what rate? A. She asked me if I would accept this money at the rate offered, and the rate paid and if it would be available and I said yes.

Q. And I think you mentioned $1,000? A. Yes.

Q. Was that a weekly rate? A. Yes.

Q. And was that the boat, with the crew, with Captain Taylor and the man Anderson? A. No, I understood that I was to be paid $1,000 and they would be paid an additional amount plus there is some expense money that was going to be paid in addition. I was to receive $1,000 for the boat by itself.

Q. Was it understood that the boat would be chartered with Mr. Taylor and Mr. Anderson aboard as Captain and crew? A. That's what they told me. The charters wanted a captain and a mate.

Q. Was that the extent of your conversation now with Mrs. Bliss prior to this March 20th charter? A. I told them also that I did not have charter insurance with my normal policy and they said they would arrange temporary coverage, which they no longer remember.

Q. And the "they" was Bertram you were talking to? A. Yes.

[Dep. Pp. 12-13]

Q. Did you have any writing between you and Taylor . . . . A. Never . . . .

Q. Was there oral authority—I presume there was some sort of oral authority, you said . . . . A. Yes, Jim Taylor did not have a lot of cash at that time and he wanted the chance to earn money as a captain to support his own needs so naturally that's how the whole thing got off. He called me saying he needed that money and would I consider a charter.

Q. Now up to March 20th, between January when you purchased the boat and March 20th, what sums of money do you recall advancing or paying to Mr. Taylor? A. Off and on from January until I came

back North myself at the end of February I probably gave Taylor $400 or $500 to be spent for the boat expenses which included food, dockage, maintenance and so forth.

[Dep. P. 20]

Q. The charter is signed above the line "Owner" by what appears to be James L. Taylor, is that his signature, if you know? A. It looks like his signature, yes.

Q. And was he authorized to execute this charter on behalf of the owner? A. No.

[Dep. P. 21]

Q. Who, if anyone, was authorized to execute a charter on behalf of you as owner of the vessel? A. No one.

Q. Well were you aware that the yacht was going to be chartered on the 20th of March? A. Oh, very definitely. I authorized Bertram to set up and make the arrangements for me after they phoned. They had said they had a charter of my vessel and I would be paid $1,000 and is that suitable and satisfactory and if they had Taylor and Anderson act as crew and I said yes.

[Dep. Pp. 22-23]

Q. Well who was going to be responsible for thet safe navigation of the vessel? A. I relied entirely on Taylor and a letter from Bertram stating Taylor's qualifications, that he was qualified to do that.

EXCERPTS FROM DEPOSITION OF C. LYNCH CHRISTIAN, JR.

[Dep. P. 33]

Q. Did you ever have any correspondence with Bertram or did you send or receive any correspondence from Bertram? A. Prior to the chartering I did not send any correspondence to Bertram. I did receive from Bertram a small brochure—I think perhaps four pages total—produced by the manufacturer of the boat plus a sheet showing a description of the boat and the charter arrangement. Not a contract.

[Dep. Pp. 35-36]

Q. Can you recall when some kind of the—did you first have a—did you come to a meeting of the minds over the telephone with Mrs. Bliss about this Yacht KATRINA? A. Yes, eventually. She originally told me what the charter fee was and I believe I subsequently agreed on either Monday—I believe it was Tuesday before the following Saturday that we firmed up.

Q. Did Mrs. Bliss ever tell you she was going to send some papers to sign in Lynchburg? A. She told me that there would be a contract for the charter and at that time she said—we discussed the business of —this was on Monday or Tuesday, getting them to Lynchburg and back to Miami and decided that it was impossible, certainly not practical.

Q. So in one of your later conversations you did not expect to receive the papers through the mail in Lynchburg? A. No, because of the time element.

[Dep. P. 49]

Q. Mr. Christian, I'm going to continue the trip in a minute but I want to ask you one question right now and that is with regard to these expenses listed in Defendant's Exhibit 1, did you pay this $1704.00 to somebody before you left or you just signed this agreement? A. Captain Taylor wanted to get my checks and put them in the mail before we left.

Q. Did you in fact pay $1704.00? A. I did.

Q. How many checks did you make out, one or more? A. I believe I wrote two. I hadn't expected to but I . . . .

Q. And who were those checks to and what amounts? A. Without having my checkbook I can't say for sure. I can tell you what I recollect if I can correct it later. I think that I made one check to Bertram for the $1240.00 and I think that I made one check to Captain Taylor for the $504.00 which was to pay for meals and food supplies, which I understood that was what it was for.

EXCERPTS FROM DEPOSITION OF JO S. BLISS

[Dep. Pp. 20-21]

Q. (By Mr. Clark) I show you a document which has been marked Bliss Exhibit 3 for Identification. Is that a copy of the agreement between Bertram and Bullock with respect to the listing of this particular Yacht KATRINA? A. Yes.

Q. I understood from one of your previous answers that this particular form was filled out by Captain Taylor; is that correct? A. Yes.

Q. Is this in his writing on both the first and second pages? A. Yes, except for this which is mine.

Mr. Clark: Let the record show that the witness is referring now to the second page opposite "for cook plus eight PPPD include crew" and the figure "$1,100 W/2 crew."

Q. (By Mr. Clark) That is your writing? A. Yes, and also this.

Mr. Clark: The witness is now pointing to the bottom of the second page "Available for racing also heading north mid May."

The Witness: Yes.

Q. (By Mr. Clark) The rest of this is all Captain Taylor's writing. Do I understand that you sent a copy of this to Mr. Bullock for his signature? A. I did not. Captain Taylor was going to.

[Dep. P. 23]

Q. Did Mr. Christian mention anything in this first conversation about whether he wanted a boat with a crew, without a crew, or did he mention anything about the conditions that he wished for the charter? A. Yes. He went into some detail. He did want a boat with a crew and he did want to go from Miami to the Bahamas.

[Dep. Pp. 26-27]

Q. Referring to Exhibit 3, on the second page of this exhibit you have previously testified that you added in your own handwriting under "Additional information required only if yacht is for charter"

in the blank provided for "Captain" there is a check mark which I do not know whether you added or not.

Is that your check mark under "Captain"? A. I don't know.

Q. Under "cook" you added the words "For cook plus 8 PPPD including crew," which I gather means $8 per person per day? A. Correct.

Q. For each passenger and crew member.

Under "Week" you have got the figure "$1,100 W/2 crew." Does that mean the yacht will be chartered for $1,100 which charter amount will include the Captain and the crew member? A. Yes.

Q. Was that in fact the terms of the offer which you made to Lynch Christian for the charter of the KATRINA for this period of a week? A. Yes.

Q. At the bottom of Exhibit 3 next to "owner," there is the name "James Bullock" and next to the word "Captain" is James L. Taylor.

Was there any question that James L. Taylor was going to be the Captain of the vessel during the period of this charter? A. No.

[Dep. Pp. 32-33]

Q. Referring specifically now to Exhibit 1, Paragraph 4 states, "Charterer agrees to pay the owner the sum of $1,200 and $40 FSST —"—which I assume is Florida State Tax—"—as charter hire in the following manner."

I will stop there. On Exhibit 3 we have got the figure of $1,100 quoted and on this Charter we have the figure of $1,200. Is there any explanation as to the discrepancy? A. There is confusion and I am not sure how that took place, whether my secretary misread my thing or not. We were in the process of trying to clear that up when the accident happened.

Q. When you say that your secretary "misread your thing," what thing? A. I handwrite these and I hand them to my secretary. I am not sure whether or not that handwritten one is there.

Q. Would you just look through your file, please? A. That is not there.

Q. In retrospect, should the charter hire be the sum of $1,100 rather than $1,200 as shown? A. Yes.

Q. Also, in Paragraph 4 of Exhibit 1, we have got a clause typed in "Charter fee of $1,200 includes services of crew quoted on attached agreement. $504 to be paid on boarding for all expenses except liquor and soft drinks."

The "attached agreement" I presume is Exhibit 2 for Identification; is that correct? A. Yes.

Q. So Exhibits 1 and 2 were attached by staple or something of that sort? A. Yes.

[Dep. P. 34]

Q. It would appear then that the written agreement between Mr. Christian and Mr. Bullock was represented by three pages; that is, the two page document noted as Charter and the Yacht Employment Agreement, which is attached thereto; is that correct? A. Yes.

Q. In fact, this charter fee of $1,200 plus the plus the $504 for expenses, a total of $1,704, covered the charter of the yacht with a Captain and crew member and with all operating expenses, fully found; is that correct? A. Except the liquor and soft drinks.

Q. As to Paragraph 6, which appears to say, "Charterer agrees to pay all running expenses during the term of the charter including but not limited to wages of crew—" et cetera, this clause was struck out because in fact the $1,704 covered all of those items, crew wages, food, the whole works? A. Yes.