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SUPREME COURT OF VIRGINIA
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RICHMOND, VIRGINIA

IN THE

Supreme Court of Virginia

AT RICHMOND

Record No. 730578

NORFOLK TERMINAL CORPORATION
A Virginia Corporation
Appellant

v.

UNITED STATES LINES, INC.
A Foreign Corporation
Appellee

JOINT APPENDIX

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Norfolk, Virginia 23510
Counsel for Appellant

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VIRGINIA: IN THE COURT OF LAW AND CHANCERY OF THE CITY OF NORFOLK

UNITED STATES LINES, INC., a foreign corporation,	:	
Plaintiff,	:	
vs.	:	Law Docket
NORFOLK TERMINAL CORPORATION 7737 Hampton Boulevard Norfolk, Virginia	:	No 2124
Defendant	:	

Serve process on:
Mr Raymond R Brewer, Manager
7737 Hampton Boulevard
Norfolk, Virginia

MOTION FOR JUDGMENT

Plaintiff, United States Lines, Inc., moves the Court of Law and Chancery of the City of Norfolk for a judgment and award of execution against the defendant, Norfolk Terminal Corporation, in the amount of Four Thousand Seven Hundred Fifty-Six and 81/100 Dollars ($4,756.81), plus interest and costs, for this, to-wit:

1. Plaintiff is the owner and operator of oceangoing merchant vessels, including the S/S "PIONEER CRUSADER" and is engaged in the water transport of goods in foreign commerce.

2. Defendant was at all times pertinent to this litigation

engaged in the business of conducting a public steamship terminal and warehousing business and specifically was the operator of the various facilities known as Norfolk International Terminals located at 7737 Hampton Boulevard, Norfolk, Virginia.

3. On or about November 13, 1969, plaintiff docked its vessel "PIONEER CRUSADER" at Pier 1, Norfolk International Terminals, for the purpose of taking on board, among other items, certain cartons of cotton piece goods as

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shipped by Dan River International Corporation from a plant in Danville, Virginia, to be transported then from Norfolk on plaintiff's vessel to Hong Kong for landing and delivery there. All of the said cartons were received from the shipper and receipted for at Norfolk International Terminals by duly authorized representatives, servants, agents and employees of Norfolk Terminal Corporation. With the exception of some 23 such cartons, the cartons of cotton piece goods as thus received by Norfolk Terminal Corporation were in turn delivered by it to United States Lines, Inc., which when notified of their arrival at the pier placed then on board the "PIONEER CRUSADER" before that vessel sailed from Norfolk on November 14, 1969.

4. The "PIONEER CRUSADER" ultimately arrived in Hong Kong where all of the cartons of cotton piece goods on board as shipped by Dan River International Corporation were off-loaded

by plaintiff. At that time, it was discovered by plaintiff for the first time that certain of the cartons shipped had not been placed on board the vessel at Norfolk, but instead had been left behind at Norfolk International Terminals when the "PIONEER CRUSADER" sailed.

5. Dan River International Corporation thereafter made claim against plaintiff United States Lines, Inc. for the financial loss sustained by virtue of that short-shipment of its cartons of cotton piece goods. Such claim originally amounted to $7,438.16. Because it had contracted to transport and deliver all of the various cartons of cotton piece goods as shipped but had not done so, United States Lines, Inc. ultimately effected a settlement of this claim by making a cash payment of $4,756.81 to Dan River International Corporation (through Dan River, Inc.).

6. This short-shipment of cartons of cotton piece goods from Norfolk to Hong Kong was solely caused and brought about by the negligence of Norfolk Terminal Corporation, its agents, servants, representatives and employees, as a terminal operator in receiving and taking custody of such cartons from Dan River International Corporation at the terminal at Norfolk and in then failing to notify and advise United States Lines, Inc. of their presence on the pier and in failing to deliver such cartons to United States Lines, Inc., all before the "PIONEER CRUSADER" sailed, despite the knowledge

by plaintiff. At that time, it was discovered by plaintiff for the first time that certain of the cartons shipped had not been placed on board the vessel at Norfolk, but instead had been left behind at Norfolk International Terminals when the "PIONEER CRUSADER" sailed.

5. Dan River International Corporation thereafter made claim against plaintiff United States Lines, Inc. for the financial loss sustained by virtue of that short-shipment of its cartons of cotton piece goods. Such claim originally amounted to $7,438.16. Because it had contracted to transport and deliver all of the various cartons of cotton piece goods as shipped but had not done so, United States Lines, Inc. ultimately effected a settlement of this claim by making a cash payment of $4,756.81 to Dan River International Corporation (through Dan River, Inc.).

6. This short-shipment of cartons of cotton piece goods from Norfolk to Hong Kong was solely caused and brought about by the negligence of Norfolk Terminal Corporation, its agents, servants, representatives and employees, as a terminal operator in receiving and taking custody of such cartons from Dan River International Corporation at the terminal at Norfolk and in then failing to notify and advise United States Lines, Inc. of their presence on the pier and in failing to deliver such cartons to United States Lines, Inc., all before the "PIONEER CRUSADER" sailed, despite the knowledge

of Norfolk Terminal Corporation, its agents, servants, representatives and employees that such cartons were intended to be loaded on board that vessel. Other particulars of negligence to be shown at trial.

7. By reason of such negligence of the defendant, the plaintiff has been thus damaged to the extent of $4,756.81

WHEREFORE, the plaintiff states that it is entitled to recover from this defendant and prays judgment against such defendant in the amount of Four Thousand Seven Hundred Fifty-Six and 81/100 Dollars ($4,756.81), plus interest from January 26, 1973, and its taxable court costs incurred.

UNITED STATES LINES, INC.

BY /s/ John W. Winston
Of Counsel

Seawell, McCoy, Winston & Dalton, p.q.
936 Wainwright Building
Norfolk, Virginia 23510.

VIRGINIA: IN THE COURT OF LAW AND CHANCERY OF THE CITY OF NORFOLK

UNITED STATES LINES, INC., a foreign corporation,	)	
Plaintiff,	)	LAW DOCKET
vs.	)	NO. 2124
NORFOLK TERMINAL CORPORATION	)	

Defendant.)

ANSWER

Defendant Norfolk Terminal Corporation, as its Answer to the Motion for Judgment heretofore filed against it answers and says:

1. It admits the allegations contained in paragraphs 1 and 2 of said Motion for Judgment.

2. It neither admits nor denies the allegations contained in paragraphs 3, 4 and 5 of said Motion.

3. It denies the allegations contained in paragraphs 6 and 7.

4. It denies owing the said plaintiff any sum whatsoever.

NORFOLK TERMINAL CORPORATION

BY_____
Of Counsel

Edward W. Wolcott
Wolcott, Spencer, Rivers & McNeal
607 Plaza One Building
Norfolk, Virginia 23510

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VIRGINIA: IN THE COURT OF LAW AND CHANCERY OF THE CITY OF NORFOLK on the 20th day of March, 1973.

UNITED STATES LINES, INC., a foreign corporation	Plaintiff
vs.	Law No. 2124
NORFOLK TERMINAL CORPORATION	Defendant

ORDER

This day came the plaintiff, by F. Wilson Babb, its port manager, and by counsel, and the defendant by Tony Anthony, its claim's assistant, and by counsel, and none of the parties demanding a jury the whole matter of law and fact was heard and determined by the Court.

Thereupon at the conclusion of the opening statement, and at the conclusion of the Plaintiff's evidence, and again at the conclusion of all of the evidence, the defendant, by counsel, moved the Court to strike the plaintiff's evidence and enter summary judgment in its behalf, which motions after having been fully heard and maturely considered by the Court, are overruled, to which actions of the Court, the defendant, by counsel, duly excepts.

Now the Court having heard all of the evidence and argument of counsel, finds judgment for the plaintiff in the sum of $3,786.60, to which action of the Court, the defendant, by counsel, duly excepts.

Whereupon it is considered and ordered by the Court that the said defendant in the sum of Three Thousand Seven Hundred Eighty-six and 60/100 Dollars ($3,786.60), with interest thereon to be computed at the rate of six per centum per annum from the 20th day of March, 1973, until paid, together with its costs about its suit herein expended.

George McNeal, P.D.

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VIRGINIA: IN THE COURT OF LAW AND CHANCERY OF THE CITY OF NORFOLK

UNITED STATES LINES, INC.,
a foreign corporation

Plaintiff,

v. Law No. 2124

NORFOLK TERMINAL CORPORATION Ended Law No. 252-1973

Defendant.

NOTICE OF APPEAL
and
ASSIGNMENT OF ERRORS

Now comes the Defendant, Norfolk Terminal Corporation, by counsel and gives Notice of Appeal to the Supreme Court of Appeals of Virginia from a final judgment order of the Court of Law and Chancery of the City of Norfolk, Virginia, entered on March 20, 1973, and assigns as error, as required by Rule 5:6 of the Rules of the Supreme Court of Appeals (effective March 1, 1 72), the following to-wit;

1. The Court's overruling the defendant's motion to strike plaintiff's evidence and enter summary judgment in defendant's behalf, as follows:

a. At the conclusion of the plaintiff's opening statement;

b. At the conclusion of the plaintiff's evidence;

c. At the conclusion of all the evidence.

2. The Court's entering judgment for the plaintiff in the sum of Three Thousand Seven Hundred Eighty-Six and 60/100 ($3,786.60) Dollars with interest from March 20, 1973 together with cost the same being contrary to the law and evidence:

a. The plaintiff's failure to prove its' right to sue under the allegations as set forth in the Motion for Judgment.

b. Plaintiff's voluntary payment of an alleged debt of the

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defendant created no rights for the plaintiff against the defendant.

c. Plaintiff's failure to include Dan River, Inc., a necessary party.

d. Plaintiff's failure to prove amount of damage awarded in the judgment order aforesaid.

e. Plaintiff's failure to prove any negligence on the part of the defendant.

f. Plaintiff's negligence disclosed by its' own evidence as a bar to its' recovery.

3. The Courts allowing the introduction into evidence Plaintiff's Exhibits No. 14, 15, 16, 18, 19, together with the testimony of the plaintiff's witness, Wilson Babb concerning same.

In accordance with Rule 5;6, the defendant Norfolk Terminal Corporation, does hereby notify the Court and the plaintiff,

United States Lines, Inc., that a written statement of facts, testimony and other incidents of the case, will hereafter be timely filed.

Norfolk Terminal Corporation

BY /s/ George H. McNeal, III
Of Counsel

I certify that this 19th day of April, 1973, a true copy of the foregoing was mailed to John B. Winston, Esquire, counsel for United States Lines, Inc.

/s/ George H. McNeal, III

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VIRGINIA: IN THE COURT OF LAW AND CHANCERY OF THE CITY OF NORFOLK

UNITED STATES LINES, INC.,	:	
Plaintiff,	:	Law Docket
vs.	:	No. 2124
NORFOLK TERMINAL CORPORATION,	:	
Defendant.	:	

STATEMENT OF FACTS, TESTIMONY AND OTHER INCIDENTS OF THE CASE -

OPENING STATEMENTS

Plaintiff's Counsel -

Counsel for plaintiff narrated the allegations as set forth in the Motion for Judgment which alleges a negligent failure on the part of Norfolk Terminal Corporation (hereinafter called

NTC), a public steamship terminal and warehouse operator), to deliver to U. S. Lines, Inc. certain cartons of cotton piece goods for placement on board U. S Lines' vessel PIONEER CRUSADER and that NTC was charged as a terminal operator with receiving and taking custody of but failing to notify and deliver to U. S. Lines the cartons of piece goods in question so that the vessel sailed without the cartons being on board, the same being caused by the alleged negligence of NTC. Such short-shipment resulted in claim being made by Dan River Mills against U. S. Lines for money damages which U. S. Lines was required to pay.

Plaintiff also stated to the Court that because it could not prove that three of the cartons of piece goods had been short-shipped because of any wrong on the part of NTC, U. S Lines was thereby reducing its claim accordingly. Thus, plaintiff was now alleging the short-shipment of twenty cartons of cotton piece goods instead of twenty-three such cartons as stated in its Motion for Judgment and reducing the monetary vlue of its claim from $4,756.80 down to $3,786.60.

Plaintiff proceeded to state the factual basis for its claim as follows:

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In November, 1969, Dan River Mills in Danville, Virginia,

booked with U. S. Lines cartons of cotton piece goods for delivery by water to Hong Kong. The number of such cartons was stated initially by Dan River to be 355. It was planned that the cartons would all be containerized for shipment aboard the plaintiff's vessel PIONEER CRUSADER. Initially U. S. Lines had planned to present five of its containers to Dan River for stuffing (loading) in Danville with any overflow of cartons to come forward separately to the pier in Norfolk for stuffing at the pier in additional containers. The stuffing of the cartons at Danville was to be done by Dan River employees and any overflow was to be stuffed at Norfolk by NTC. U. S. Lines then learned that it had available only three containers for forwarding to Danville, Virginia, for stuffing there. These three containers were delivered in Danville by Old Dominion Freight Line and were stuffed and sealed there by Dan River, then hauled to Norfolk by Old Dominion Freight Line and were stuffed and sealed there by Dan River, then hauled to Norfolk by Old Dominion Freight Line and delivered by Old Dominion Freight Line to NTC which turned them over to U. S. Lines for loading onto the PIONEER CRUSADER. That loading was accomplsihed. In addition, Dan River separately loaded and forwarded to Norfolk via Old Dominion Freight Line 163 loose cartons of cotton piece goods. These 163 cartons (all in one trailer) were delivered to NTC by Old Dominion Freight Line on November 13, 1969, at 11:45 A.M. That afternoon between 1:30 p m -

4:30 p.m. NTC unloaded that trailer, then stuffed (loaded) those 163 cartons into three additional containers as provided at Norfolk by U. S. Lines. Those stuffed containers NTC delivered to U. S. Lines which loaded them on board the PIONEER CRUSADER.

Twenty other loose cartons of cotton piece goods were similarly loaded into and handed over to Old Dominion Freight Line by Dan River at Danville in a trailer designated CMLU-125-906 (not a containers owned or contolled by U. S. Lines). Old Dominion Freight Line similarly transported and delivered the trailer CMLU-125-906 to NTC on November 13, 1969 its delivery was unannounced to U. S. Lines by anyone. Though these twenty cartons were thus received and receipted for by NTC between 2:30 p.m. - 3:00 p.m. on the afternoon of November 13, 1969, the twenty cartons were neither stuffed into the other containers that were delivered by NTC to U. S. Lines for placement aboard the PIONEER CRUSADER nor was U. S. Lines even notified by NTC of their presence on the Terminal's facilities at Norfolk. Instead NTC placed the

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twenty cartons of cotton piece goods thus received onto its facilities known as Pier 1 where they remained until long after the PIONEER CRUSADER had sailed. Again, U. S. Lines was never notified by NTC of the presence of the twenty loose cartons nor were they stuffed by NTC as had been the other cartons received that

day into containers for placement on board the PIONEER CRUSADER.

The PIONEER CRUSADER sailed from Norfolk on November 14, 1969, and proceeded to Hong Kong where the six containers were off-loaded. When the containers were opened, claim was made by Dan River that the shipment was twenty-six cartons short, that the consignee would not accept late delivery, and that Dan River could not use the missing cartons, they being out of season.

Dan River's claim for twenty-six cartons was reduced to twenty-three after three of the cartons were discovered to still be in Danville, Virginia. Dan River ultimately accepted eighteen loose cartons of cotton piece goods as found still in a warehouse of Norfolk Terminal Corporation and reduced the dollar value of its claim by the salvage value of these eighteen cartons. Dan Rivers' claim as thus reduced totaled $4,756.80 which U. S. Lines paid.

The further reduction of the claim of U. S. Lines was required because two of the missing twenty-three cartons showed up at the facilities of Old Dominion Freight Line in Norfolk and one additional carton could not be charged to NTC. The Claim of U. S. Lines as reduced thus concerned only the twenty cartons known to have been delivered to and received by NTC on November 13, 1969, and not thereafter stuffed by NTC for placement by U. S. Lines aboard the PIONEER CRUSADER. NTC was to deliver those cartons to U. S. Lines for placement on board the PIONEER

CRUSADER. Since NTC failed to do so it is liable to U. S. Lines for its negligence. NTC was a bailee-warehouseman which had contracted to perform the services of receiving goods for U. S. Lines, and delivering such goods to U. S. Lines for placement on board PIONEER CRUSADER which it failed to do and for which it is liable in money damages.

Defendant's Counsel -

Defendant, NTC moved for summary judgment based upon the opening statement of the plaintiff, combining its opening statement with the grounds for its motion. Defendant stated that there was very little conflict as to

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the facts as set forth by the plaintiff as to the receiving of the twenty cartons; however, there was a disagreement as to the duties to notify and that the facts as set forth by the plaintiff were insufficient to establish any negligence on the part of NTC, even if taken as uncontradictory. That further negligence on U. S. Lines'payment to Dan River did not in itself establish the plaintiff's right to sue NTC on this claim, and further, that U. S. Lines in settling with Dan River was a mere volunteer as it, nor its property, was subject to any jeopardy, if U. S. Lines was correct in stating that the negligent act as that of NTC that caused the loss. Further, that since U S. Lines was unaware of the twenty cartons, there was not a contract with Dan

River. Thus, no breach by U. S. Lines and no liability to Dan River.

In addition, defendant stated that the facts as intended to be proved, if proved, setting forth the facts of the opening statement did not substantiate any negligence on the part of NTC, but rather established negligence on the part of the plaintiff and/or Dan River Mills in their manner of processing and notifying NTC of the intended shipment. Counsel for plaintiff in opening statement, stated that the twenty cartons arrived unannounced to U. S. Lines, and therefore defendant contends that there was no contractual arrangement with U. S. Lines as the twenty were unknown and unannounced, thus no contractual arrangement with NTC in regard to the twenty unannounced cartons which arrived at NTC.

Ruling

Thereafter the Court overruled defendant's Motion for Summary Judgment based upon the opening statement of the plaintiff's counsel, to which the defendant objected and exception noted.

Plaintiff proceeded to call its witnesses.

Wilson Babb, Plaintiff's Witness

Direct Examination

He testified that he is now local Manager for U. S. Lines, was its Assistant Manager at Norfolk in November, 1969.

(Record page 14)

The booking memo of November 5, 1969, (Plaintiff's Exhibit 1) is in his handwriting and denotes the booking of 355 cartons of cotton piece goods to be shipped in containers by Dan River Mills, Danville, Virginia, for delivery to Hong Kong on board the U. S. Lines' vessel PIONEER CRUSADER. It was thought that five cartons would suffice to hold all the cartons but if there was an overflow Dan River would bring them on to the Norfolk pier for stuffing there by NTC. But U. S. Lines was only able to provide three containers to be stuffed (loaded) by Dan River at Danville. These three containers numbered USLU 2026112, 20344170, and 2032028 were delivered to Dan River which proceeded to stuff them with cartons. Old Dominion Freight Line then hauled these three containers to Norfolk and to NTC. NTC in turn delivered them to U. S. Lines (See Plaintiff's Exhibit 9) which placed them in turn on board PIONEER CRUSADER.

Dan River also forwarded other cartons to Norfolk for shipment to Hong Kong on board PIONEER CRUSADER.

A total of 163 cartons left Danville on November 12, 1969, in a trailer hauled by Old Dominion Freight Line. This trailer arrived at NTC on November 13, 1969, at 11:45 a.m. The waybill of Old Dominion Freight Line (Plaintiff's Exhibit 3) is marked "Stuffed" with the signature of a NTC employee. The NTC Checker's Cargo Tally signed by the same employee

(Plaintiff's Exhibit 4) reflects that the 163 cartons were removed from that trailer on November 13, 1969, by NTC labor. NTC then proceeded that same afternoon (November 13) to stuff (load) seventy-four of these cartons into container USLU 2002281, fifty-eight more cartons into container USLU 23900, and the remaining thirty-three cartons into USLU 2025219. (Plaintiff's Exhibit 6, 7, and 8). The work ended at 4:30 p.m. on November 13. They were counted into the containers by NTC's loading checker Harris. Then these three containers as stuffed by NTC at Norfolk were delivered by NTC to U. S. Lines (Plaintiff's Exhibit 9) which loaded them on board PIONEER CRUSADER.

An additional twenty cartons left Danville on November 12, 1969, in a trailer numbered CMLU-125-906 hauled by Old Dominion Freight Line. This trailer arrived at NTC unannounced to U. S. Lines on November 13, 1969. The waybill of Old Dominion

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Freight Line (Plaintiff's Exhibit 11) is marked "Stuffed" and also shows receipt of the twenty cartons on November 13, by NTC's employee J. Wilson. The NTC Checker's Cargo Tally signed also by NTC's employee J. Wilson (Plaintiff's Exhibit 12) reflects that the twenty cartons were removed from trailer CMLU-125-906 beginning at 2:30 p.m. on November 13 and ending at 3:00 p.m. that date. But they were not stuffed as had been the 163

others.

The presence of the twenty loose cartons destined for stuffing and shipment aboard PIONEER CRUSADER was not known of the U. S. Lines or to witness Babb until after PIONEER CRUSADER had sailed on November 14, 1969, and had off-loaded later at Hong Kong and Dan River had then claimed that the shipment was twenty-six cartons short. (Plaintiff's Exhibits 14, 15, 16, 18). (Defendant object and excepted to 14, 15, 16, same violating Hearsay Rule Inquiry made at NTC revealed that eighteen of the twenty cartons received by NTC on November 13, 1969, for stuffing and loading aboard PIONEER CRUSADER were still in NTC's custody, they then being in an NTC warehouse. (Plaintiff's Exhibits 13, 17, 18).

He stated that the twenty additional cartons from the CMLU trailer could have been put into the three containers which NTC stuffed at Norfolk since there was space for them there.

He also testified that the original cargo list prepared November 10, 1969, by U. S. Lines and given to NTC showing cargo to be delivered to U. S. Lines by NTC for loading on board PIONEER CRUSADER (Plaintiff's Exhibit 20) reflects instructions to NTC that five containers were expected from Dan River with "Rest of cargo via Old Dom to be stuffed". He could only assume that the pencilled instructions were communicated to NTC and to U. S. Lines' pier personnel, probably by phone.

He also testified that U. S. Lines issued an ocean bill of lading to Dan River covering the six containers placed aboard PIONEER CRUSADER for off-loading Hong Kong, marked "said to contain 351 ctns cotton/polyester piece goods." (Plaintiff's Exhibit 10).

Because Dan River claimed under the bill of lading a short shipment of twenty-three cartons valued at $4,756.80 (after credit for the salvage value of the eighteen cartons found at NTC), U. S. Lines paid this amount to

(Record page 16)

Dan River as evidenced by its check dated January 26, 1972. (Plaintiff's Exhibit 19). (Defendant objected and excepted to same violating the Hearsay Rule)

Cross-Examination -

Mr. Babb testified that the decision to stuff 3 containers at Danville, and the balance at NTC, as opposed to all in Danville, Virginia, was made November 11th, after the cargo list of 11/10/69 (Plaintiff's Exhibit 20) was sent to NTC. But he did not know when the cargo list (Plaintiff's Exh. 20) notations were put on or if they were phoned to NTC and by whom.

That the U. S. Lines' representative at pierside was Mr. John Cole. Mr. Babb testified that Mr. John Cole did receive a copy of the manifest which is Exhibit #20.

Mr. Babb testified that he did not write the check which

was Plaintiff's Exhibit 19; that same was issued in New York to Dan River.

Mr. Babb further testified that the U. S. Lines' procedure for arranging cargo at ship berthside to be loaded required that the cargo list and any other subsequent verbal instruction be communicated to the U. S. Lines' pierside representative, Mr. John Cole. Mr. Babb testified that he could not state from his own knowledge whether the addition to the container shipping arrangement as per the November 10th typed cargo list, Plaintiff's Exhibit 20, was communicated to either Norfolk NTC people or to U. S. Lines' representatives at pierside.

Mr. Babb reiterated his unawareness of the extra twenty cartons received at the NTC, until some time in May, June or July, 1970, when he received a cable from Hong Kong that the turnout on the containers was twenty-six bales short In addition, he reiterated the testimony of direct examination that the original manifest, Plaintiff's Exhibit 20, which was submitted to U. S Lines' representatives as well as the Norfolk Terminal Corporation personnel, contained a directive that five containers of piece goods would be arriving via Old Dominion Freight Line from Dan River Mills, Danville, Virginia, and that he had no personal knowledge of any communications to NTC of the subsequent change regarding the shipment from Danville of three stuffer containers and the balance of the cartons being sent in bulk status to be stuffed into

containers at NTC. Mr. Babb testified he did not know, nor did any of his records show the number of cartons stuffed into the three containers in Danville, nor did he know, nor do his records reflect, how many cartons were expected for stuffing at NTC.

Mr. Babb testified further that the container CLMU-125-906 was not a container for overseas shipment, but was just a container used as a van by Old Dominion in transporting the individual cartons of piece goods in question.

Mr. Babb stated that the loading aboard ship was performed under contract with U. S. Lines by a stevedoring company and that the handling of freight at the NTC terminal, as well as the stuffing and stripping of containers was performed by NTC employees.

Mr. Babb further testified that he didn't have any personal knowledge of the settlement and payment by U. S. Lines that the same was performed between Dan River, Inc. and U. S Lines' New York Claims Office.

John Cole, Plaintiff's Witness -

Direct Examination

He was and is employed by U. S. Lines as its Pier Superintendent, charged with seeing that the cargoes shown on the cargo list (Plaintiff's Exhibit 20) go on board the vessels they are planned for. He was assisted in 1969 by Ben C. Wood,

Clerk.

The cargo list (Plaintiff's Exhibit 20) is his work orders. If cargo is shown on those orders as loose (break-bulk), Wood would go look for it and then see that NTC brought it to the ship for loading. But if loose cargo is for stuffing in containers, then he and Wood could look only for the containers after they had been turned over to NTC for stuffing. They would not go looking for the loose cargo in that event, only the containers stuffed by NTC.

He acknowledged receiving copy of the cargo list dated November 10, 1969 (Plaintiff's Exhibit 20).

He denied any knowledge of the presence of the twenty loose cartons of cotton piece goods for loading aboard PIONEER CRUSADER.

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Cross-Examination -

Mr. Cole testified that his zone of operation was at the ship berth pierside. The PIONEER CRUSADER was located at the shore berth, southside Pier 1 of NIT. His zone of operation as well as that of his assistant was physically in and around the berthside pier position of the PIONEER CRUSADER.

Ben C. Wood, Plaintiff's Witness -

Direct Examination

He is a member of the I. L. A., now employed by various

steamship companies as a checker or as a clerk. In November, 1969, he was employed by U. S. Lines as an assistant to John Cole. His duties were from the loading orders (Plaintiff's Exhibit 20) to find the cargo listed there, and see that it got aboard ship.

He received his orders from U. S. Lines. Once he receives his orders, he must find the cargo and see that it is loaded on board. He testified that he had no function in the stuffing or stripping of containers, that being done by NTC.

On the manifest (Plaintiff's Exhibit 20) five containers were listed for export on the PIONEER CRUSADER containing piece goods from Dan River Mills, Inc.

Six containers were identified by him and loaded onto the vessel. He signed the NTC shipping/delivery list (Plaintiff's Exhibit 9) only after he and Mr. Otis Baker of NTC got together and checked that the cargo listed there had been received from NTC by U. S. Lines, and after it is on board.

He testified that he was not notified and was not aware of the presence of the loose twenty cartons of the Dan River Mills piece goods which are the subject of this suit.

Cross-Examination -

Mr. Wood testified that the November 10th cargo list (Plaintiff's Exhibit 20) is compared with the NTC shipping/delivery list (Plaintiff's Exhibit 9) and is checked as being received by

U. S. Lines and then loaded upon the ship. He signed his name as the receiving clerk. Since he received Plaintiff's Exhibit 20, he was looking for five fully stuffed containers, only two

(Record page 19)

having numerical assignments for identification at the time Plaintiff's Exhibit 20 was first received by him. He did in fact receive six containers for loading, the remaining numerical identification numbers to complete the total of six being written in longhand on the NTC shipping/delivery list (Plaintiff's Exhibit 9) before he and NTC employee Ambrose signed it.

He testified that U. S. Lines did not notify him of the change of loading instructions of November 10, 1969 (Plaintiff's Exh. 20) regarding the three containers being stuffed in Danville and the remainder of the cargo to be stuffed at NTC. He further testified that he was not aware of the total number of piece good cartons to be incorporated in the containers he was to receive, was concerned only that all the containers to go on board were received from NTC and did go on the vessel.

Mr. Wood testified further that his physical location on the pier at this time, was on the pier, berthside to the ship, PIONEER CRUSADER. He further testified as to the location of the ship as inshore, southside Pier 1, NTC.

The plaintiff rested its case.

Motions -

Defendant, by counsel, moved to strike the plaintiff's evidence and to enter summary judgments in its behalf for the following reasons:

1. That the plaintiff had failed to carry the burden of proof in proving the negligence of the defendant NTC;

2. That the plaintiff U. S. Lines had failed to prove the amount of damages;

3. That the plaintiff's own evidence showed contributory negligence on the part of the plaintiff;

4. That the plaintiff had not proved its right to bring suit against NTC either by (a) an assignment, (b) exoneration, (c) contribution.

The Court overruled defendant's Motion for Summary Judgment, to which motion the defendant, by counsel, duly objected and exception noted.

Defendant proceeded to call its witnesses.

(Record page 20)

John Wilson, Defendant's Witness -

Direct Examination

John Wilson testified that he is presently an NTC checker and he was employed by NTC during November of 1969, in such capacity. He testified that on November 13, 1969, he signed for, received, and stripped container CMLU-125-906, which had been brought to NTC by Old Dominion Freight Line. Its contents,

twenty cartons of cotton piece goods, were designated for the PIONEER CRUSADER. (Plaintiff's Exhibits 11 and 12). He stripped the container in question and placed the cartons at Pier 1, southside Post 5, which position is the most inshore position of the covered pier. Mr. Wilson further testified that the PIONEER CRUSADER was located about in that general area.

Plaintiff's Exhibit 11, the Old Dominion Freight Line's "Pro 321993" showing 20 cartons for the PIONEER CRUSADER had written on the bottom the longhand word, "Stuffed". In identifying the original "Pro", the same numbers of cartons, which is Defendant's Exhibit 2, Mr. Wilson testified that he had not written the word "stuffed" on the Plaintiff's Exhibit 11. The original "Pro" was then introduced as Defendant's Exhibit 2.

Mr. Wilson testified that there were no orders given to him to stuff the twenty cartons of piece goods in question, that his instructions were to place them berthside on the PIONEER CRUSADER at Pier 1, southside, Post 5 and identified same as per Plaintiff's Exhibit 12 bearing his signature.

Cross-Examination -

The instructions as to the placement of the twenty cartons of piece goods were given to witness Wilson by NTC employee Howard Burnham. Burnham was the NTC pier foreman.

W. F. Morris, Defendant's Witness -

Direct Examination

Morris testified that he was an employee of NTC in November, 1969, and that he worked then in the capacity of loading checker. That he stripped from the Old Dominion van on November 13, 1969, the 163 cartons as shown by Plaintiff's Exhibit 3, the "Pro" denoting 168 cartons of cotton piece goods from Dan River for PIONEER CRUSADER, showing an out-turn of 163 cartons. He

(Record page 21

testified that he was removing the cartons of piece goods directly from the Old Dominion van and stuffing them into containers #USLU 23900, 2002281, and 2025219 in conjunction with R. Murman, also an NTC employee. He further testified that from visual observation, there were similar cartons of piece goods in the close general vicinity where the stripping of the Old Dominion van and the stuffing of the three containers above. He stated that he did in fact inquire as to the status of the twenty cartons of cotton piece goods located nearby, and was told specifically not to stuff the twenty which is the subject matter of this suit. He subsequently determined that the twenty cartons which he had asked about loading, were twenty cartons of cotton piece goods because he relocated them on May 15, 1970, (Plaintiff's Exhibit 13).

Cross-Examination -

He testified that he did not remember who told him not to stuff the twenty bales that were left behind and not loaded aboard

PIONEER CRUSADER.

The Defendant rested its case and the Plaintiff waived rebuttal.

Motion

Again the defendant moved to strike the plaintiff's evidence and to enter summary judgment in its behalf for the reasons as set forth above. The motion was overruled and the defendant objected and noted an exception.

After closing argument by counsel for the respective parties, the Court entered judgment for the plaintiff in the amount of $3,786.60, to which the defendant objected and duly noted its exception.

Enter: _____
Judge

Date:

Seen and agreed:

/s/ John W. Winston
Seawell, McCoy, Winston & Dalton, p.q.

Seen and agreed:

/s/ George H. McNeal, III p.d.
Wolcott, Spencer, Rivers & McNeal

BOOKING MEMO

B.

EKG / ARR / INFO SS Pro Crusader LDG AT _____ DATE _____

TRK / RAIL FROM Naf TO H Kong

Old Dom

COMMODITY: 358 ctns C P Bags WT: ~~86940#~~ 81000 40 vans 79685

CUFT:

REV

Must be in 20' Cont Manville ok Start any time w/ 20' Manville T. Buckley 11/5

3 CONT	103	-46 X 26 X 22	15,226	-1568'
	78	-46 X 26 X 18	12,458	972'
2 CONT	119	-46 X 26 X 14	9,689	1153'
	35	-46 X 16 X 16	6,814	239'
	335			3932

-20's → "BUCKLEY SAYS IF 5-20'S ARE NOT ENOUGH & JUST SMALL OVERFLOW, LET DAN RIVER BRING TO PIER FOR STUFFING"

SHIPPER Dan River Mills Danville, Va BROKER _____ USL B DATE BKD. 11/5

"Crusader" 11/11-13

H Danville Va

322 ctns

OLD DOM

Dan River

P.O. # 79790

H Kong / HH

T. Buckley

3

Exhibit P.1

CONTAINER BOOKING ORDER NO.

ROM: (OFFIC.) Mr. Babb/Tim Buckley, NY — DATE 11/5/69 (5:00 pm)

'PE OF CONTAINER USLU 20' — NUMBER OF CONTAINERS 4 to 6

VESSEL Pio Crusader — VOYAGE 039 — DATE 11/13/69

ADING PORT Norfolk — DISCHARGE PORT Hong Kong

SITIONING DATE ASAP AM PM — FINAL DESTINATION

-SITIONING POINT Danville, Va. — TYPE OF MOVEMENT House/House

IPPER/FORWARDER Dan River Mills — CONSIGNEE

RRIER Old Dominion - CONFIRMED 11/5 WITH B JONES: WILL UTILIZE ONE SET F AND PICK UP ONE SET EMPTIES AT MIT.

COMMODITIES	(ESTIMATED) WEIGHT	(ESTIMATED) CUBE
Cotton Piece Goods 202-6112		
40 tons 4,000' 203-4170		
335 cartons		
NOTE: MUST BE MARPIBLE		

CIAL INSTRUCTIONS

UP DATE

M-7-68

#4

OLD DOMINION FREIGHT LINE

PRO 321993

P. O. Box 1169 — High Point, North Carolina

SIGNEE:
N RIVER INTL CORP
S O PIONEER CRUSADER S C & O TERMINAL
NEWPORT NEWS VA

DATE 12 — TRANSFER TO
DAN 11/23/69T

PLACE (AND SHIPPER'S NUMBER)
N RIVER INTERNATIONAL
WILLE VA — CAN 931240

S2326

CARRIED FROM (ALL REF. TO ANY CARRIER)

NO. PCS.	RATE	CHGS.	PAY/COLL

PCS.	DESCRIPTION	WEIGHT	RATE	TOTAL CHARGES
13	FAL CO'S SYLFID NO 703 OR 1CTE COT PAPER TAGS See OSD #106 NO RAIL ACTS ATTACHED ON THIS TRAILER HAVE DOTS BESIDE THEM STUFFED 11.13.69	20005 1536		1320.05

SHOW COMPLETE PART NAME AND TURE - NO INITIALS	RECEIVED IN GOOD ORDER EXCEPT AS NOTED: BY:	DATE DELIVERED BY

Arvd 11:45 AM 163 — Old Dom

Exhibit No. P3
Initialed for Identification
Judge

P4

Exhibit No. ____ for Identification

Mnl

Judge

NORFOLK TERMINAL CORPORATION

OPERATORS OF
NORFOLK INTERNATIONAL TERMINALS
7737 HAMPTON BLVD. NORFOLK, VA. 23505
PHONE 423-3640

PRO 321993

CHECKER'S CARGO TALLY

DATE Nov 13th 1964

SEALS OLD Dom 54533

AR USLU-587-0 (OLD Dom)

OMMODITY CTNS FAB CAT

TOTAL

FOR S/S P/CRUSADER

PORT NORFOLK

OCATION: PIER 1 (S) POST 5 DOOR ____ WAREHOUSE ____ SECTION ____

MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER
		5	3	5			
		2	5	3			
		2	2	1			
		3	3	6			
		3	3	4		62	
		2	2	6 6		59	
		2	3	7		62	
		2	3	4			
		2	2				
		2	4				
		5	4				
		3	3				
		4	3				
		2	4				
		3	2				
		3	2				
		7	4				
		4	2				
		4	2				
		2 62	59 3				

EXCEPTIONS 0

50 100 OF CTNS (TORN & GOODS EXPOSED)

62

59

32

Finish 1660

NORFOLK [illegible] TERMINALS No

OVER - SHORT - DAMAGE REPORT

☐ Overage ☐ Receiving
☐ Shortage ☐ Delivering
☐ Damage ☐ Transferring

☐ Truck ☐ R.R. Car ☐ Barge

FOR S/S PRESIDENT CRUSADER Date [illegible]

Ocean B/L

LOCATION [illegible] 1-9, PIER 9 Date 11/18/69

CARRIER	VEHICLE NUMBER	NO. PKGS.	DESCRIPTION	POUNDS	CUBE
[illegible]	[illegible] IND. 321593 11/18/69	163	CO. PAD CLR & CTN PAR MED 50% OR MORE COT SUP FEN & PAPER TAGS INTO CONT: [illegible] FOR DEPOT RECEIVED 163 CO. 5 CO. SHORT THE 163 CO. RECEIVED WAS LOADED FOR DEPOT	35[illegible]	

Exhibit No. P5

Judge

BARRI BUSINESS FORMS CO., INC.

Original To: GRD DOMINICI FREIGHT LINE, INC.

Copies To: UNITED STATES LINES, INC.

NORFOLK TERMINAL CORPORATION

C. [illegible], DEPOT CHIEF

UNITED STATES LINES, INC.
CONTAINER DETAIL REPORT

VESSEL AND VOYAGE NO.: PIONEER CRUSADER
EASTBOUND ☐ WESTBOUND ☐
DATE: Nov 1, 1969
BOX NO.: USLU 200 2281

LOADING PORT: NEW YORK ☐ ANTWERP ☐ ROTTERDAM ☐ LE HAVRE ☐ LONDON ☐ KOWLOON ☒
DISCHARGE PORT: NEW YORK ☐ ANTWERP ☐ ROTTERDAM ☐ LE HAVRE ☐ LONDON ☐ HONG KONG ☒
CARGO WEIGHT: 14800 LBS. ☒ KGS. ☐
GROSS WEIGHT: 18400 LBS. ☒ KGS. ☐
COMMODITY: BALES SYN FABRIC
SEAL NO.: 031384
NO. OF D/R—B/L:
PART LOT: ☒

TOP VIEW OF CONTAINER

SIDE VIEW OF CONTAINER

← FRONT BACK →

CONSIGNEE:

DESTINATION CITY: HONG KONG.

SHIPPER:

ORIGIN CITY: NORFOLK VA.

TYPE OF MOVEMENT
- PIER TO PIER ☐
- PIER TO HOUSE ☐
- HOUSE TO PIER ☐
- HOUSE TO HOUSE ☐

REMARKS

DOCK RECEIPT NO.	NO. OF PACKAGES	TYPE OF PACKAGE	WEIGHT LBS. ☒ KGS. ☐	MEAS. CFT ☐ CBM ☐	MARKS	STRIPPING TALLY
1	74	BALES	14,800		UNKNOWN	
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
TOTALS						

Exhibit P. 6

W. F. C. Morris
LOADING CHECKER

STRIPPING CHECKER

CENTRAL EQUIPMENT CONTROL — DISCHARGE PORT RANGE

UNITED STATES LINES, INC.
CONTAINER DETAIL REPORT

VESSEL AND VOYAGE NO. PIONEER CRUSADER — EASTBOUND [X] WESTBOUND [ ] — DATE 13 JAN 1969 — BOX NO. USLU-23900

LOADING PORT: NEW YORK [ ] ANTWERP [ ] ROTTERDAM [ ] LE HAVRE [ ] LONDON [ ] NORFOLK [ ]

DISCHARGE PORT: NEW YORK [ ] ANTWERP [ ] ROTTERDAM [ ] LE HAVRE [ ] LONDON [ ] HONG KONG [X]

CARGO WEIGHT 11600 LBS. [X] KGS. [ ]

COMMODITY DOLS SYN FABRIC

GROSS WEIGHT 16104 LBS. [ ] KGS. [ ]

SEAL NO. 031303

NO. OF D/R—B/L

PART LOT

TOP VIEW OF CONTAINER

SIDE VIEW OF CONTAINER

← FRONT BACK →

CONSIGNEE

DESTINATION CITY: HONG KONG

SHIPPER

ORIGIN CITY: NORFOLK, NORFOLK

TYPE OF MOVEMENT
- PIER TO PIER [ ]
- PIER TO HOUSE [ ]
- HOUSE TO PIER [ ]
- HOUSE TO HOUSE [ ]

REMARKS

DOCK RECEIPT NO.	NO. OF PACKAGES	TYPE OF PACKAGE	WEIGHT LBS. [X] KGS. [ ]	MEAS. CFT [ ] CBM [ ]	MARKS	STRIPPING TALLY
1	58	BALES	11600		UNKNOWN	Co
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
TOTALS						

Exhibit P.7

P. Meerman
LOADING CHECKER

STRIPPING CHECKER

CENTRAL EQUIPMENT CONTROL — DISCHARGE PORT RATES

UNITED STATES LINES, INC.
CONTAINER DETAIL REPORT

VESSEL AND VOYAGE NO.	DATE	BOX NO.
PIONEER CRUSADER — EASTBOUND ☐ WESTBOUND ☐	[illegible], 1969	USLU 202 5219

LOADING PORT	DISCHARGE PORT	CARGO WEIGHT	COMMODITY	GROSS WEIGHT	SEAL NO.	NO. OF D/R—B/L	PART LOT
NEW YORK ☐ ANTWERP ☐ ROTTERDAM ☐ LE HAVRE ☐ LONDON ☐ NORFOLK ☒	NEW YORK ☐ ANTWERP ☐ ROTTERDAM ☐ LE HAVRE ☐ LONDON ☐ HONG KONG. ☐	6,600 LBS. ☐ KGS. ☐	BALES SYN ~~FIBER~~ FABRIC.	10,450 LBS. ☐ KGS. ☐	0313984		☒

TOP VIEW OF CONTAINER

SIDE VIEW OF CONTAINER

← FRONT BACK →

CONSIGNEE

DESTINATION CITY: HONG KONG.

SHIPPER

ORIGIN CITY: NORFOLK VA.

TYPE OF MOVEMENT
- PIER TO PIER ☐
- PIER TO HOUSE ☐
- HOUSE TO PIER ☐
- HOUSE TO HOUSE ☐

REMARKS

DOCK RECEIPT NO.	NO. OF PACKAGES	TYPE OF PACKAGE	WEIGHT LBS. ☐ KGS. ☐	MEAS. CFT ☐ CBM ☐	MARKS	STRIPPING TALL
1	33	BALES	6,600		UNKNOWN	
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
TOTALS	33		6,600			

Exhibit No. D.8

W. F. C. Gomes
LOADING CHECKER

STRIPPING CHECKER

CENTRAL EQUIPMENT CONTROL — DISCHARGE PORT RANGE

7737 Hampton Boulevard
NORFOLK, VIRGINIA 23505

Commenced Loading 11/13/69

Deliver to S/S PIONEER CRUSADER

Finished Loading 11/14/69

Initial	Number	Commodity	Packages	Marks & Numbers	Exceptions
		(YOKOHAMA)			
✓ TRUCK	NEW-BELL	MIL. HH GOODS	1 BX.	R. E. BARBER	
✓ "	SECURITY	"	1 BX.	JAMES P. RIORDAN	
✓ "	COLONIAL	"	3 BXS.	CHARLES M. BALLARD	
✓ "	SO.GATE	"	2 BXS.	BILLY R. WILLIAMS	
✓	DELCHER	"	3 CRTS.	DAVID KAUHAAHAA	
✓ "	UNIVERSAL	"	2 BXS.	VERNON FANNON	
		(NAHA VIA YOKOHAMA)			
✓ TRUCK	SO.GATE	MIL. HH GOODS	3 BXS	ROBERT T. TEDRICK	
✓ "	UNIVERSAL	"	1 BX	HARRISON DAVIS	
		(MANILA)			
✓	DRIVE IN	AUTO-MERCURY (69)	1	VA. LIC. NO. 760-067 MTR. # 9Z63K625	
✓ TRUCK	VA. CAROLINA	MEMO BOOKS	5 CTNS	VERSA PRODUCTS MANILA	
✓ TRUCK	ESTES EXP	ELEC. EQUIPT.	4 BXS.	U.S. EMBASSY MANILA	
		(HONG KONG)			
✓ TRUCK	OLD DOMINION	COT. PC. GOODS	6 CONTRS.	202-5219, 2002281, 23700, 202-6112, 203-1170 2032028	
✓ "	OLD DOMINION	CIGTS	615 CS.	P L L HONG KONG NOS. 1/615	
✓ "	THURSTON	PC. GOODS	5 CTNS	STEVENS D.S. US/2027 HONG KONG F7718,	
✓ "	THURSTON	COT. PC. GOODS	1 CTN	STEVENS IWC 371096	
		(KEELUNG)			
✓ TRUCK	ESTES	ANIMAL FEED	30 DRMS	FULGENT KEELUNG NOS. 1/30	

Exhibit No. P9
Initialed for Identification

P. 9

Delivered by F. Ambrose, Jr. OSB

Judge Received in Apparent Good Order Except as noted.

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NORFOLK TERMINAL CORPORATION
7737 Hampton Boulevard
NORFOLK, VIRGINIA 23505

PAGE # 1

Commenced Loading 11/13/69

Deliver to S/S PIONEER CRUSADER

Finished Loading 11/14/69

Initial	Number	Commodity	Packages	Marks & Numbers	Exceptions
✓ TRUCK	SMITHFIELD	(HONOLULU) FROZ PORK PRODS	(11) CS.	54506 11.98 COMM. OFFICER, SCHOFFIELD BARRACKS, HONO.	
✓ "	"	"	(81) CS	COMM. OFFICER, HICKAM A.F.B. HAWAII	
✓ "	ROCKINGHAM	FROZ. POULTRY	(1410) CS.	54507	
✓ "	✓	FROZ. MEATS	(63) CS.	(24) TOS OVER DIT (39) TOS OVER GW	
✓ "	LONG MFG.	TRACTORS PARTS	(3) (6) BXS.	AMFAC, INC. HONOLULU 54196 52.33	
✓ "	OVERNITE	COTTON ROPE	(15) BALES	THEO. H. DAVIES & CO. LTD. 54197 56	
X "	CARO. FRT.	INSULATORS	~~40 CRTS.~~		
✓	DRIVE IN	MOTORCYCLE	(1) CRT	J.W. TITPLE, USS DANIEL WEBSTER, HONOLULU	
✓	DRIVE IN	"	(1) CRT	R.E. ROBSON, USS DANIEL WEBSTER, HONOLULU	
✓ "	DAVIDSON	WATER BLAN PNUTS	(20) CTNS	W-954 54198 5.60	
✓ "	OLD DOM.	BLOTTING PAPER	(34) CTNS	C.S.A. C/O HICKAM A.F.B. 54181 5.60	
✓	DRIVE IN	MOTORCYCLE	(1) CRT	MAC JIM BROOKS, HONOLULU	
✓	"	"	(1) CRT	JOHN SAMS, HONOLULU	
✓ TRUCK	UNIVERSAL	MIL. HH GOODS	(5) BXS	SSGT. HERSCHELL J. ADAMS 54145 10.80	
X "	UNIVERSAL	"	~~5 BXS.~~	SP-5 HOWARD DISAZINO	
✓ "	"	"	(1) BXS.	WILFRED TAYLOR 54501 11.35	
X "	[illegible]	"	~~1 BX~~	R. BARER	
✓ "	UNIVERSAL	"	(7) BXS	HM-1 JOSUE T. BIGORNIA 54147 16.40	
✓ "	"	"	(1) BX.	SP-6 JAMES COLLINS 54148 5.60	
✓ "	"	"	(4) BXS	RM-2 L. STOREY 54127 8.55	
✓ "	"	"	(2) BXS.	JOHN F. STILES, JR. 54146 5.60	
✓ "	"	"	(5) BXS.	JAMES ZIMMERMAN 54144 14.21	
X "	"	"	~~1 BX.~~	RONALD S. ZUBE	
✓ "	REP.-PORTS	"	(3) BXS.	WILLIAM G. PORTER 54138 5.60	
✓ "	REP.-PORTS	"	(4) BXS.	CLETUS S. BARWARTH, JR. 54140 9.34	
✓ "	JET FWDG.	"	(2) BXS.	JOHN L. PITLIN 54193 5.60	
✓ "	CORLEY	SOYBEANS	(420) BGS	54190 798.00	
✓ "	NEW BELL	MIL. HH GOODS	(5) BXS.	LT. RONALD L. SEVERSON 54134 5.60 54156	
✓ "	"	"	(4) BXS.	DICKIE JONES 22.40	
✓ "	D.D. JONES	"	(4) BXS.	SSGT. DONALD P. LEARY 54136 8.57	
✓ SCL	80514	(YOKOHAMA) ABESTOS WASTE	(1500) BGS	NO. 8 YOKOHAMA 54132 116.55	
✓ TRUCK	UNIVERSAL	MIL. HH GOODS	(2) BXS.	SSGT. OTIS HOPSON, JR. 54143 5.60	
✓ "	D.D. JONES	"	(1) BX.	K. STOUT 54137 5.60	

Delivered By T. Ambrose, Ru OLB

Received in Apparent Good Order Except as noted.

38 [illegible] Agent

NORFOLK TERMINAL CORPORATION

7737 Hampton Boulevard
NORFOLK, VIRGINIA 23505

Commenced Loading 11/13/69

Deliver to S/S PIONEER CRUSADER

Finished Loading 11/14/69

initial	Number	Commodity	Packages	Marks & Numbers	Exceptions
✓ TRUCK	NEW-BELL	(YOKOHAMA) MIL. HH GOODS	1 BX.	R. E. BARBER	54149 5.60
✓ "	SECURITY	"	1 BX.	JAMES P. RIORDAN	
✓ "	COLONIAL	"	3 BXS.	CHARLES M. BALLARD	54191 7.14
✓ "	SO.GATE	"	2 BXS.	BILLY R. WILLIAMS	54187 Cont
✓	DELCHER	"	3 CRTS.	DAVID KAUHAAHAA	54192 6.69
✓ "	UNIVERSAL	" 54502-45.60 55285-5.60	2 BXS.	VERNON FANNON	54502 5.60
✓ TRUCK	SO.GATE	(NAHA VIA YOKOHAMA) MIL. HH GOODS	3 BXS	ROBERT T. TEDRICK	54187 final 11.00
✓ "	UNIVERSAL	"	1 BX	HARRISON DAVIS	54126 5.60
✓	DRIVE IN	(MANILA) AUTO-MERCURY (69)	1	54139 10.00 VA. LIC. NO. 760-067 MTR. # 9Z63K625350	
✓ TRUCK	VA. CAROLINA	MEMO BOOKS	5 CTNS	VERSA PRODUCTS MANILA	54194 5.60
✓ TRUCK	ESTES EXP	ELEC. EQUIPT.	4 BXS.	U.S. EMBASSY MANILA	54189 5.60
✓ TRUCK	OLD DOMINION	(HONG KONG) COT. PC. GOODS	6 X CONTRS.	202-5219, 2002281, 23900, 202-6112, 203-4170 2032028	
✓ "	OLD DOMINION	CIGTS	615 CS.	P L L HONG KONG NOS. 1/615	54505 251.52
✓ "	THURSTON	PC. GOODS	5 CTNS	STEVENS D.S. US/2027 HONG KONG F7718/22	
✓ "	THURSTON	COT. PC. GOODS	1 CTN	STEVENS IWC 371096	54135 5.60
✓ TRUCK	ESTES	(KEELUNG) ANIMAL FEED	30 DRMS	FULGENT KEELUNG NOS. 1/30	54188 6.73

Delivered By R. Ambrose La Ole

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Received in Apparent Good Order Except as noted.

Agent

NORFOLK TERMINAL CORPORATION
7737 Hampton Boulevard
NORFOLK, VIRGINIA 23505

PAGE# 3

Commenced Loading 11/13/69

Deliver to S/S PIONEER CRUSADER

Finished Loading 11/14/69

Initial	Number	Commodity	Packages	Marks & Numbers	Exceptions
		(PUSAN)			
✓ TRUCK	UNIVERSAL	MISC. MED. SUPPLIES	4 CRTS	MR. MERRILL	GRUBBS CONGJU PRESB. MED. CTR.
✓ "	BLUE & GRAY	NATROSOL	44 BGS.	SU/372 KDEC	54200 5.60 PUSAN NY-5835-K
✓ TRUCK	UNIVERSAL	(KOBE) MISC. MED. SUPPLIES	2 BXS.	DR. FRANK BROWN, YODOGAWA CHRISTIAN HOSP.	
X2		PC. GOODS	4 CTNS	STEVENS TATYO 370456/57 370440/370403	
		BARGE ORDER C&O RAIL WAY			
✓ SCL	593522	(HONOLULU) CANNED VEGS.	250 CS.	54133 REDICEL BRAND	17.25 CONS. TO MERCANTILE TRKING
✓ C&O	24488	WIRE WIRE STRAND	3 PLTS. 42 REELS	GEN. CABLE CORP., HONOLULU	
✓ C&O	21342	WIRE STRAND	39 REELS	" "	"
✓ C&O	482928	ALCOHOLIC LIQUOR	1293 CS	BETTER BRANDS, LTD.	54131 198.34
		(HONIARA VIA HONG KONG)			
✓ C&O	14534	TOBACCO	52 CS.	SOLOMON ISLAND	TOBACCO CO.
		(KEELUNG)			
✓	WYATT TRK.	SYN. RUBBER	15 PLTS	E.I. DUPONT	
		(YOKOHAMA)			
✓	OLD DOM.	SYN. RUBBER	39 PLTS. 1 BAG. 16 CTNS.	SHOWA YOKOHAMA # 1/56	
"	Universal	HHG	2	Murphy	54142 5.60
"	Security	HHG	1	Riordan	54195 5.60

Delivered By R. Ambrose Pier Clerk

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Received in Apparent Good Order Except as noted.

Agent

NORFOLK TERMINAL CORPORATION
7737 Hampton Boulevard
NORFOLK, VIRGINIA 23505

PAGE # 1

Commenced Loading 11/13/69

Deliver to S/S PIONEER CRUSADER

Finished Loading 11/14/69

Initial	Number	Commodity	Packages	Marks & Numbers	Exceptions
TRUCK		~~(HONOLULU)~~ FROZ PORK PRODS	11 CS.	COMM. OFFICER, SCHOFFIELD BARRACKS, HONO.	
"		"	81 CS	COMM. OFFICER, HICKAM A.F.B. HAWAII	
"		FROZ. POULTRY	1410 CS.		
"		FROZ. MEATS	63 CS.	(24) TOS OVER DIT (39) TOS OVER GW	
"		TRACTORS PARTS	2 6 BXS.	AMFAC, INC. HONOLULU	
"	OVERNITE	COTTON ROPE	15 BALES	THEO. H. DAVIES & CO. LTD.	
X "	CARO. FRT.	INSULATORS	~~12~~ CRTS.		
	DRIVE IN	MOTORCYCLE	1 CRT	J.W. TITTLE, USS DANIEL WEBSTER, HONOLULU	
	DRIVE IN	"	1 CRT	R.E. ROBSON, USS DANIEL WEBSTER, HONOLULU	
"		WATER BLAN PNUTS	20 CTNS	W-954	
"		BLOTTING PAPER	34 CTNS	G.S.A. C/O HICKAM A.F.B.	
	DRIVE IN	MOTORCYCLE	1 CRT	MSC JIM BROOKS, HONOLULU	
	"	"	1 CRT	JOHN SAMS, HONOLULU	
TRUCK		MIL. HH GOODS	5 BXS	SSGT. HERSCHELL J. ADAMS	
"	UNIVERSAL	"	3 BXS.	SP-5 HOWARD DISAZINO	
" "	" 	" "	6 BXS. ~~2~~ BX	WILFRED TAYLOR R. BARER	
"	UNIVERSAL	"	7 BXS	HM-1 JOSUE T. BIGORNIA	
"	"	"	1 BX.	SP-6 JAMESCOLLINS	
"	"	"	4 BXS	HM-2 L. STOREY	
"	"	"	2 BXS.	JOHN F. STILES, JR.	
"	"	"	5 BXS.	JAMES ZIMMERMAN	
"	"	"	~~1 BX.~~	RONALD S. ZUBE	
"	REP.-PORTS	2	3 BXS.	WILLIAM G. PORTER	
"	REP.-PORTS	"	4 BXS.	CLETUS S. BANWARTH, JR.	
"	JET FWDG.	"	2 BXS.	JOHN L. PITMAN	
"	GURLEY	SOYBEANS	420 BGS		
"	NEW BELL	MIL. HH GOODS	5 BXS.	LT. RONALD I. FEVERSON	
"	"	"	4 BXS.	DICKIE JONES	
"	D.D. JONES	"	4 BXS.	SSGT. DONALD P. LEARY	
SGL	80514	~~(YOKOHAMA)~~ ABESTOS WASTE	1500 BGS	NO. 8 YOKOHAMA	
TRUCK	UNIVERSAL	MIL. HH GOODS	2 BXS.	SSGT. OTIS HOPSON, JR.	
"	D.D. JONES	"	1 BX.	K. STOUT	

Delivered By T. Ambrose, Pier Off

41

Received in Apparent Good Order Except as noted.

Agent

NORFOLK TERMINAL CORPORATION

7737 Hampton Boulevard
NORFOLK, VIRGINIA 23505

Commenced Loading 11/13/69

Deliver to S/S PIONEER CRUSADER

Finished Loading 11/14/69

Initial	Number	Commodity	Packages	Marks & Numbers	Exceptions
		(YOKOHAMA)			
TRUCK	NEW-BELL	MIL. HH GOODS	1 BX.	R. E. BARBER	
"		"	1 BX.	JAMES P. KIORDAN	
"	COLONIAL	"	2 BXS.	CHARLES M. BALLARD	
"	SO.GATE	"	2 BXS.	BILLY R. WILLIAMS	
	DELCHER	"	3 CRTS.	DAVID KAIHAAMAA	
"	UNIVERSAL	"	2 BXS.	VERNON FANNON	
		(NAHA VIA YOKOHAMA)			
TRUCK	SO.GATE	MIL. HH GOODS	3 BXS	ROBERT T. TEDRICK	
"	UNIVERSAL	"	1 BX	HARRISON DAVIS	
		(MANILA)			
	DRIVE IN	AUTO-MERCURY (69)	1	VA. LIC. NO. 760-067 MTR. # 9Z63M625350	
TRUCK	VA. CAROLINA	MEMO BOOKS	5 CTNS	VERSA PRODUCTS MANILA	
TRUCK	ESTES EXP	ELEC. EQUIPT.	1 BXS.	U.S. EMBASSY MANILA	
		(HONG KONG)			
TRUCK	OLD DOMINION	COT. PC. GOODS	6 5 CONTRS.	202-5219, 202-2231, 23900, 202-6112, 203-4170 203-2028	
"		CIGTS	61½ CS.	P L L HONG KONG NOS. 1/61½	
"		PC. GOODS	5 CTNS	STEVENS D.S. US/2027 HONG KONG F7713/22	
"		COT. PC. GOODS	1 CTN	STEVENS INC 371096	
		(KEELUNG)			
TRUCK		ANIMAL FEED	30 DRMS	FULGENT KEELUNG NOS. 1/30	

Delivered By P. Ambrose

42

Received in Apparent Good Order Except as noted.

Agent

NORFOLK TERMINAL CORPORATION

7737 Hampton Boulevard
NORFOLK, VIRGINIA 23505

PAGE# 3

Commenced Loading 11/13/69

Deliver to S/S PIONEER CRUSADER

Finished Loading 11/14/69

Initial	Number	Commodity	Packages	Marks & Numbers	Exceptions
		(PUSAN)			
TRUCK		MISC. MED. SUPPLIES	4 CRTS	MR. MERRILL	CRUBES CONGJU PRESB. MED. CTR.
"		NATROSOL	14 BGS.	SU/372 KDEC	PUSAN NY-5835-K
		(KOBE)			
TRUCK		MISC. MED. SUPPLIES	2 BKS.	DR. FRANK BROWN,	YODOGAWA CHRISTIAN HOSP.
"		PC. GOODS	1 CTNS	STEVENS TATTO	370456/57 370440/370403
		BARGE ORDER C&O RAIL WAY			
		(HONOLULU)			
SCL	593522	CANNED VEGS.	350 CS.	REDICEL BRAND CONS.	TO MERCANTILE TRADING
C&O	24488	WIRE WIRE STRAND	5 PLTS. 42 REELS	GEN. CABLE CORP.,	HONOLULU
C&O	21342	WIRE STRAND	39 REELS	" "	"
C&O	482928	ALCOHOLIC LIQUORS	1293 CS	BETTER BRANDS,	LTD.
		(HONIARA VIA HONG KONG)			
C&O	14534	TOBACCO	52 CS.	SOLOMON ISLAND	TOBACCO CO.
		(KEELUNG)			
		SYN. RUBBER	15 PLTS	E.I. DUPONT	
		(YOKOHAMA)			
		SYN. RUBBER	39 PLTS. 1 BAG. 16 CTNS.	SHOWA YOKOHAMA	# 1/56

Delivered By R. Ambrose Pu. Clk

43

Received in Apparent Good Order Except as noted.

Agent

VESSEL OR OTHER CONTAINER STEAMER | VOYAGE NO. | PORT OF LOADING | CAR NUMBER—REFERENCE

SHIPPING AGENT-REFERENCES-FMC NO. OF SHIPPING AGENT | EXPORT DEC. NO.

Philippine Co., Inc. 50 Broadway New York, N.Y. FMC 436

OUTWARD SHORT FORM BILL OF LADING

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

#24750

Philippine International Corporation 111 West 40th Street New York, N.Y.

CONSIGNED TO OR OF: Order of Shipper #98888

NOTIFY ARRIVAL NOTICE TO: Hong Kong Manufacturing Co. Ltd. [illegible] Street [illegible]

ALSO NOTIFY

VESSEL: [illegible] Ecuador | FLAG: Amer. | PIER: N.I.T. | PORT OF LOADING: Norfolk

PLACE OF DELIVERY (Where goods are to be delivered to consignee or on-carrier)

FOR TRANSHIPMENT TO (If goods are to be transhipped or forwarded at port of discharge)

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
. C. H. C.		***HOUSE TO HOUSE CONTAINER SERVICE***		
NG KONG	6	20 Foot Containers (said to contain 351 Ctns. cotton/polyester piece goods)	1239	79,003 G.
Nos. 5219 [illegible] 2231 " 100 " 3112 " 4170 2028		#2170 Export Lic. & Dest		73,278 N.
		72.00/WM Freight Prepaid		
		These commodities licensed by the U.S. for ultimate destination Hong Kong diversion contrary to U.S. law prohibited.		
		RELEASED THRU NEW YORK TO STANDISH DATE 11/13		

COPY

NON-NEGOTIABLE

FREIGHT AND CHARGES PAYABLE AT New York, N.Y.

ALL CHARGES EX SHIP'S TACKLE FOR ACCOUNT OF CARGO

@ PER 2240 LBS. $		
@ PER 2240 LBS. $		
@ PER 2000 LBS. $		
@ PER 100 LBS. $		
FT. @ 72.00 PER 40 CU. FT. $	7630	20
FT. @ PER 40 CU. FT. $		
FT. @ PER CU. FT. $		
% FEE @ 3.00/40' $	317	93
$		
TOTAL . . $	7948	13

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF, THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

Exhibit No. P10

UNITED STATES LINES, INC.

BY

FOR THE MASTER

B/L No. 4001

Judge

NOV. 13 1969

MO. DAY YEAR

1 Copy SMS

OLD DOMINION FREIGHT LINE

PRO 321993 AP

P. O. Box 1183 — High Point, North Carolina

CONSIGNEE:

[illegible] INTL CORP
[illegible] CRUSADER C & O TERMINAL
[illegible] VA

DATE: DAN 11/12/69T

TRANSFER TO:

SHIPPER (AND SHIPPER'S NUMBER)

[illegible] INTERNATIONAL
CHARLOTTE VA S/N 431240

TRANSFERRED FROM (ALL REF. TO PREV. CARRIERS)

NO. PCS.	DATE	CKER.	BAY/DRIV

NO. PIECES	DESCRIPTION	WEIGHT	RATE	TOTAL CHARGES
60	CS FAB COT & SYN FIB MXD 50% OR MORE COT TOP FIN 735561/733562/736426/661216/734678/728124 735565/509930/396688/298107/427350/298028 566093/448039/298104/390332/447977/435394/ 450595/432956 STUFFED	4860 FOR DELIVERY PURPOSES ONLY REVENUE BILL TO FOLLOW		

PLEASE SHOW COMPLETE COMPANY NAME AND SIGNATURE - NO INITIALS

RECEIVED IN GOOD ORDER EXCEPT AS NOTED: 20 REC N/C

BY: J. Wilson

DATE DELIVERED: 11/12/69

DRIVER

Exhibit No. P 11
Initialed for Identification
Judge

NORFOLK TERMINAL CORPORATION

OPERATORS OF
NORFOLK INTERNATIONAL TERMINALS
7237 HAMPTON BLVD. NORFOLK, VA. 23505
PHONE 423-364

CHECKER'S CARGO TALLY

DATE 11/13/64

SEALS

FROM CMLU-125-906 C/S OLD DOMIN

COMMODITY CS FAB COTT & SYN FIB TOTAL 33 C/S

FOR FROM S/S D/ CRUSADER PORT

LOCATION: PIER 1S POST 5 DOOR WAREHOUSE SECTION 145

	MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER
1			734961	X				
2			733562	X				
3			736426	X				
4			661216	X				
5			734678					
6			738144	X				
7			438696	X				
8			389738	X				
9			396688	X				
10			298107	X				
11			427358	X				
12			298028	X				
13			337134					
14			448009	X				
15			298104	X				
16			370332	X				
17			447977	X				
18			435394	X				
19			328505	X				
20			432953	X				
21	EXCEPTIONS		20 CS					
22								
23								
24								
25								

P12

Time: Start 2:30 pm Finish 3 pm

Checker

NORFOLK TERMINAL CORPORATION

OPERATORS OF
NORFOLK INTERNATIONAL TERMINALS
7737 HAMPTON BLVD. NORFOLK, VA. 23505
PHONE 423-3640

CHECKER'S CARGO TALLY

EXPORT

DATE MAY 15, 1970

SEALS

~~CAR~~ FROM DAN RIVER MILLS, DANVILLE VA.

COMMODITY PIECE GOODS TOTAL 18 PKGS

~~FROM~~ FOR S/S PIONEER ? (US LINES) PORT NORFOLK

LOCATION: PIER POST DOOR WAREHOUSE 6M SECTION

	MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER	MARK OF PACKAGE	PACKAGE NUMBER
1	(MARKS)							
2								
3	DAN RIVER INTERNATIONAL							
4								
5	ACCT. YANETZE YANG.							
6								
7	BALE NO'S - 733562 - 736426							
8	661216 - 734961							
9	728144				5 BALES			
10								
11	CARTON NO'S - 390332 - 448009 - 389938							
12	298028 - 298104 - 427358							
13	298107 - 396688 - 438696				13 CARTONS			
14	447977 - 435394							
15	432956 - 298505							
16								
17								
18	MOVED FROM PIER 1 SOUTH POST 1							
19								
20								
21	EXCEPTIONS		P13					
22								
23								
24		Damage						
25								

Time: Start Finish

W. F. C. Morris
Checker

UNITED STATES LINES, INC.

ONE BROADWAY, NEW YORK, N. Y. 10004 • (212) 344-5800 CABLE: SEAPOST

AMERICAN PIONEER LINE
SOUTH ATLANTIC LINE

UNITED STATES LINES INC. JUL 2 1970 NORFOLK, VIRGINIA

July 1, 1970

USLines
Norfolk, Va.

Subject: SS Pio. Crusader V. 39
Norfolk / Hong Kong
Sailed 11/13/69
BL 4001

Attn: Mr. Babb

Dear Sir,

We have been advised by Dan River International that the following cartons failed to outturn against subject bill of lading:

26 ctns

No.				
597283	298028	298107	734961	318092
390332	728144	733562	438696	734678
298505	389938	396688	661216	427358
476357	296216	457762	298397	435394
447977	448009	298104	412790	432956
736426				

Please check your record and advise if these cartons loaded.

T. Buckley

TB/hb
CC: J. Fox Claims
Mrs. P. Stolba
Dan River Intl
111 West 40th St.
New York, N.Y.

H/H
P/H

Loaded at Danville 7/10/70

476357
298397
457762

Exhibit No. 14
Initialed for Identification
Judge

All engagements made, services rendered and documents issued in connection therewith are subject to the provisions of the applicable tariffs and the provisions of our bill of lading in use in the trade in question. Any and all estimates, advice and information concerning the packing and use of containers and rates for other services and of other carriers are given for the convenience of our customers based solely on information and particulars furnished by them and are given without recourse and subject to the applicable tariffs, bills of lading, way bills and/or other freight documents of such other carriers.

UNITED STATES LINES, INC.
ONE BROADWAY
NEW YORK, N. Y. 10004

August 26, 1970
Our Ref: 6990/69

United States Lines, Inc.
NORFOLK
ATT: Mr. W.F. Babb

P/ 13/15/69

United States Lines, Inc.
HONGKONG

SS: PIO. CRUSADER, Voy. 39 OUT
B/L NORFOLK/HONGKONG #4001
SAILED NORFOLK - Nov. 13, 1969

Gentlemen:

This will refer to previous correspondence, particularly Mr. Babb's letter of July 21st, to the attention of the undersigned, concerning shortage of 21 cartons of piece goods, for account of Dan River International Corporation.

Official claim has now been received from Dan River International Corp., in the amount of $6,813.51 for this shortage of which we are enclosing photostatic copy and request our Norfolk office to notify the responsible parties, at the port of Norfolk, that they will be held fully liable for claim amounting to $,6,813.51, as you will note from correspondence from the shipper, the goods were ordered for a special manufacturer, who no longer will accept the merchandise.

We request our Hongkong office to advise their delivery records for the additional portion of the shipment, in addition, advising if a claim has been received in their office, and request all concerned to refer to our claim #6990/69, in all future correspondence.

P15

Yours very truly,

INSURANCE & CLAIMS DEPARTMENT

BY
J.J.FOX Asst. Manager
Cargo Section

JJF:rt
cc: Norfolk

DAN RIVER INTERNATIONAL

CORPORATION

111 WEST 40TH ST., NEW YORK, N. Y. 10018

CABLE ADDRESS "GASCO, NEW YORK"

E C

July 31, 1970
RD 198

United States Lines, Inc.
One Broadway
New York, New York 10004

RE: "SS Pioneer Crusader V. 39"
Norfolk/Hong Kong
Sailed 11/13/69
BL 4001

Dear Mr. Buckley:

With reference to the above mentioned shipment for the account of Yangtzekiang Garment Mfg. Co., Ltd. in Hong Kong, we have been advised by them that the 26 cartons short-shipped on the above Bill of Lading number will now not be accepted by them, due to the late delivery. These goods were ordered by them for a specific manufacturer who will no longer accept the garments.

In view of this, we are attaching herewith our invoice covering these cartons, as we too are not in a position to receive the return of these goods as they are out of season. All of these cartons were delivered by Old Dominion Freight Line in time for delivery on the above mentioned vessel and, due to negligence of your pier personnel, they were not loaded aboard the steamer nor were they reported as being short-shipped by you.

Please let us have your check for the value of these goods in due course.

Sincerely yours,

R.M. Dodson, Jr.

R.M. Dodson, Jr.,
Office Manager

RMD/cb

P. 15

CABLE ADDRESS "GASCO, NEW YORK"

111 WEST 40TH STREET, NEW YORK, N. Y. 10018

X-121700

REMITTANCES MUST BE MADE IN NEW YORK FUNDS
FORWARDED TO DAN RIVER INTERNATIONAL CORPORATION
P.O. BOX 1652 CHURCH STREET STATION, NEW YORK, N. Y. 10008

SHIPPED PER	AGENT ORDER	OUR ORDER NO.	CONTRACT NO.	DATE
			20019	7/31/70

SOLD TO

UNITED STATES LINES INC.
ONE BROADWAY
NEW YORK, N.Y

MARKS:
Y.G.M.C
HONG KONG

ALL PRICES IN U. S. CURRENCY

D-U-N-S 698-2680

CUST. NO.	T C	SUMM	E	U	DIV.	D	T	Q	G	S	F	PU	TERMS
89477		0550			10		12	16					L/C

BALE NO.	NET LBS.	GROSS LBS.	NET KLS.	GROSS KLS.	STYLE	PATT.	PRICE	PCS.	QUANTITY	DIMENSIONS	AMOUNT
26 CTNS:					FORTREL POLYESTER/COTTON PIECE GOODS FABRICS.						
697283	94	103			29130	703			296 YDS	48/16/18	
298028	184	198	✓			706			568	48/26/16	
298107	203	223	✓			706			664 4/8	48/26/16	
734961	159	171	✓			706			241	46/19/18	
518092	314	334	✓			711			981 4/8	48/26/22	
590332	92	102	✓			711			289 4/8	48/16/16	
728144	80	84	✓			711			236	46/9/17	
733562	167	180	✓			711			521 4/8	46/21/18	
438696	360	386	✓			731			1156 4/8	48/26/24	
734678	145	157				731			456 4/8	46/18/17	
298505	324	349	✓			731			1021 2/8	48/26/21	
189938	280	300	✓			753			871 2/8	47/26/20	
396688	159	173	✓			753			490	48/26/14	
12790	163	177				701			496	48/26/14	
32956	333	352	✓			701			1028 6/8	48/26/24	
36426	151	162	✓			701 711			245 6/8 227 2/8	46/14/21	
							.40		9791 2/8		$3,916.50

P.15

CARRIED FORWARD PAGE TWO

U. S. LAW PROHIBITS DISPOSITION OF THESE COMMODITIES TO THE SOVIET BLOC, COMMUNIST CHINA, NORTH KOREA, COMMUNIST CONTROLLED AREAS OF VIET NAM AND LAOS, MACAO, OR HONGKONG EXCEPT AS AUTHORIZED BY THE U. S.

OUR RESPONSIBILITY CEASES WHEN TRANSPORTATION COMPANY ISSUES A BILL OF LADING OR RECEIPT FOR THE ABOVE MERCHANDISE.

REMITTANCES MUST BE MADE IN NEW YORK FUNDS
FORWARDED TO DAN RIVER INTERNATIONAL CORPORATION
P.O. BOX 1652 CHURCH STREET STATION, NEW YORK, N.Y. 10008

AGENT ORDER	OUR ORDER NO.	CONTRACT NO.	DATE

D TO

UNITED STATES LINES INC.
ONE BROADWAY
NEW YORK, N.Y

MARKS:

PRICES IN U.S. CURRENCY

PAGE TWO

D-U-N-S 698-2680

NO.	SUBN.	DIV.	TIC.	PO	TERMS

E NO.	NET LBS.	GROSS LBS.	NET KGS.	GROSS KGS.	STYLE	PATT.	PRICE	PCS.	QUANTITY	DIMENSIONS	AMOUNT
216	152	165	✓		29150	701			234 6/8	46/21/16	
553	265	287	✓		29151	701			851 2/8	47/26/20	
357	178	192	D			701			554 4/8	47/26/14	
							.425		1640 4/8		$697.21
216	55	63			27202	701			231	46/16/16	
762	238	254	D			702			1000 6/8	46/26/22	
397	31	37	D			705			139 2/8	46/14/16	
							.50		1371		$685.50
394	216	238	✓		26238	731			923 4/8	46/26/20	
977	120	130	✓			711			514 4/8	46/26/14	
009	171	185	✓			711			733 4/8	46/26/18	
104	157	173	✓		26254	703			1016 4/8	46/26/22	
							.475		3188		$1,514.30
ALS	4791	5175							1599 6/8	YDS	$6,813.51

UNTRY OF ORIGIN: U.S.A

HEREBY CERTIFY THAT THE ABOVE INVOICE IS TRUE AND CORRECT.

N RIVER INTERNATIONAL CORP.

P.15

IVERED TO PIER FOR S.S. PIONEER CRUSADER NOV.12,1970

S. LAW PROHIBITS DISPOSITION OF THESE COMMODITIES TO THE SOVIET BLOC, COMMUNIST CHINA, NORTH KOREA, COMMUNIST CONTROLLED AREAS OF VIET NAM
ND LAOS, MACAO, OR HONGKONG EXCEPT AS AUTHORIZED BY THE U.S.

IR RESPONSIBILITY CEASES WHEN TRANSPORTATION COMPANY ISSUES A BILL OF LADING OR RECEIPT FOR THE ABOVE MERCHANDISE.

ORIGINAL INVOICE

J 6 7 10 Danville Division

Danville, Virginia 24541

November 2, 1970

OUR DEBIT Claim #189-70

United States Lines, Inc.
One Broadway
New York, New York 10004
Attn: Mr. T. P. Garvey

INDUSTRIAL DEPARTMENT

Terms

CHARGE your account as follows:

For loss of 23 cases of piece goods moving from our plant at Danville to Yangtzekiang Garment Manufacturing Company, Hong Kong. This shipment consisted of 362 cases of piece goods and moved from our plant on November 12 via Old Dominion Freight Lines. This was covered by their Pro 321993 and four free astray pros bearing the same reference. This cargo moved in a total of 6 containers, 3 of which were loaded by Old Dominion Freight Lines in Danville and 3 of which were loaded by Norfolk Terminal Coop. The 6 containers moved from Norfolk on the S S Pioneer Crusader against ocean bill of lading 4001 dated November 13. Upon delivery to Yangtzekiang Garment Manufacturing Company, it was noted that 26 cases were missing.

Three of these cases were located in our plant at Danville, and the customer has been issued credit for the three cases. Our claim is based on the balance of 23 cases which were not delivered to Yangtzekiang.

23 cases piece goods (see attached invoices for styles and patterns)	$6,854.11
Ocean transportation	584.05

Documents Attached:

1. Copy of bills of lading 431240 and 431246
2. Copy of invoice nos. X 117462, 117464, 117465, 117467, 117468, 118069, 117432, 117435 thru 117438, 118086 thru 118088, 118091 thru 118093, 117439 thru 117443
3. Copy of Old Dominion Freight Lines Pro 321993 and non-revenue bills
4. Copy of ocean bill of lading 4001
5. Bond of Indemnity in lieu of original documents

File

Original

Make all remittances to Danville, Virginia, in New York Exchange, to Dan River Inc.

(6990/69) R/F to JJ

NORFOLK TERMINAL CORPORATION
7737 HAMPTON BOULEVARD
NORFOLK, VIRGINIA 23505

Mr. J. J. Fox
One Broadway

RECEIVED
JAN 19 1971
UNITED STATES LINES, INC.
NORFOLK, VA.

January 18, 1971

Dan River Mills, Inc.
Danville, Virginia

Attn: Mr. J.T. Goodson

Subj: S/S Pioneer Crusader, Voy. 38
18 cartons cotton piece goods
Norfolk/Hong Kong B/L 4001

Dear Mr. Goodson:

This refers to our telephone conversation of January 15, 1971 covering the 18 cartons of cotton piece goods short delivery at Hong Kong which have been found at our terminal.

We would like to advise you at this time the numbers which appear on the five bales and thirteen cartons:

Bale Nos.	733562	728144
	736420	734961
	661216	
Carton Nos.	390332	298107
	448009	396638
	389938	438696
	298028	447977
	298104	435394
	427358	432956
	298505	

Based on the above, we await the receipt of your further advices regarding disposition of these bales and cartons in order to cancel or reduce your formal claim in the amount of $7,438.16.

Yours very truly,

NORFOLK TERMINAL CORPORATION

Tom D. Anthony
Tom D. Anthony
Claims Manager

TDA/pjc
CC: ~~Mr. John Cole~~
U.S. Lines, Inc.

~~Mr. S. Whitworth~~
~~U.S. Lines, Inc.~~

Exhibit No. P17
Initialed for Identification
MR
Judge

P.17

DAN RIVER MILLS

INCORPORATED

Danville, Virginia
24541

February 11, 1971

United States Lines, Inc.
One Broadway
New York, New York 10004

Attention: Mr. Fox - Manager, Cargo Section
Insurance & Claims Department

Gentlemen:

This has further reference to correspondence concerning our Claim #189-70 and your Reference #6990-69. This covers loss of 23 cartons of cotton and synthetic piece goods moving from our plant to Yangtzekiang Garment Manufacturing Company, Hong Kong, on the Pioneer Crusader Voyage 39 which sailed from Norfolk on November 13, 1969.

Eighteen of the 23 cases were located at Norfolk Terminal Coop, and per letters of September 15 and December 15 from your Mr. T. P. Garvey, we were under the impression that you wanted Dan River to accept these cases on a mitigation basis. After talking with you by telephone on February 4, your attitude seemed to be that this matter should be handled with Norfolk Terminal Coop. We have since spoken to Mr. Ray Brewer with Norfolk Terminal Coop and he feels his company fulfilled its obligation in that the cases were received from Old Dominion and placed on the dock for loading onto your vessel.

We are attaching a list indicating the case numbers located at Norfolk Terminal, the style and pattern, number of yards, and invoice price per yard as well as the selling price of the goods on today's market. You will note the net worth of these goods on today's market is $2,681.35.

Our company will agree to accept these 18 cartons and allow $2,681.35 against our claim as originally filed.

Judge

Please advise if you wish this matter to be handled on the above mentioned basis or if you choose to pay our claim as filed and dispose of the salvage through other means. Thank you.

Sincerely yours,

John T. Goodson
Assistant Traffic Manager

JTG/ch

Attachment

cc: Mr. Ray Brewer

Case No.	Style - Pattern	No. Yards	Invoice Price Per Yd.	Present Market Price Per Yd.
733562	29130 - 711	521 4/8	.40	.60
736426	29130 - 701	473	.40	.60
661216	29150 - 701	476 4/8	.425	.625
728144	29130 - 711	236	.40	.60
734961	29130 - 706	499 4/8	.40	.60
390332	29130 - 711	289 4/8	.40	.60
448009	26238 - 711	733 4/8	.475	.775
389938	29130 - 753	871 2/8	.40	.60
298028	29130 - 706	568	.40	.60
298104	26254 - 703	668	.475	.775
427358	29151 - 701	851 2/8	.425	.625
298505	29130 - 731	1021 2/8	.40	.60
298107	29130 - 706	664 4/8	.40	.60
396688	29130 - 753	490	.40	.60
438696	29130 - 731	1156 4/8	.40	.60
447977	26238 - 711	514 4/8	.475	.775
435394	26238 - 731	923 4/8	.475	.775
432956	29130 - 701	1028 6/8	.40	.60

UNITED STATES LINES INSURANCE ACCOUNT
ONE BROADWAY, NEW YORK, N. Y. 10004

TO
MARINE MIDLAND GRACE TRUST COMPANY
OF NEW YORK
ONE BROADWAY, NEW YORK, N. Y.

CHECK NUMBER
045311

6990-69

TO THE ORDER OF
MARINE MIDLAND RIVER INTER
NEW YORK, N. Y.

MO	DAY	YR
1	26	72

PAY EXACTLY
4,756 DOLLARS AND 80 CENTS

$ 4,756.80

Exhibit No. P19
Initialed for
Identification only
Judge

AUTHORIZED SIGNATURE

⑈0000475680⑈

⑆0210⑆0108⑈ 001⑆786059

FEB 11 '72

PAY ANY BK. OR TRUST CO., FED.
FIRST NATIONAL CITY BANK
NEW YORK

FIRST NATIONAL CITY BANK
NEW YORK, N.Y.

Exh. # P 20

UNITED STATES LINES, Inc.
NORFOLK, VA.

DATE November 10, 1969

Norfolk Terminal Corporation
NORFOLK, VIRGINIA

ORDER No. 2

S/S PIONEER CHAMPION

Gentlemen:

Please deliver to our Dock Department upon call of our Mr. COLE, the following freight for loading aboard the above vessel loading at YOUR TERMINAL on NOVEMBER 12, 1969

DESTINATION—SEE BELOW

CAR NOS	No. Pkgs.	COMMODITY	SHIPPER	MARKS AND NUMBERS	WEI
13225		HONG KONG			
CLD BOX 12188	P/L #4001	6 CONTRS. COTTON PC GOODS (HOUSE/HOUSE) -REST OF CHRGO VIA OLD DOM. TO BE STUFFED-	DAN RIVER MILLS GFF	710-5570 202-6112, 209-4170, 202-8203	50940
TRUCK 12614	B/L #1	675 CTS. CIGARETTES	P. LORILLARD HAS	P L L HONG KONG NOS. 1-675	22565
TRUCK 13044	B/L #2	8 STEEL PC. GOODS - M 22 22 22 77=16.69 22 18 22 77=13.65	J.P.STEVENS GFF	STEVENS D S US/2027 HONG KONG 77 PT710/22	1220
TRUCK	B/L #3	1 CTN. PC. GOODS - M TERM ADV BAKER 11/10 2.54 CLL PR ADV KELLER 11/13	J.P.STEVENS GFF	STEVENS I.W.C. US/2025 HONGKONG 371096	235

UNITED STATES LINES, Inc.
NORFOLK, VA.

DATE NOVEMBER 10, 1959

NORFOLK TERMINAL CORPORATION
NORFOLK MUNICIPAL TERMINAL
NORFOLK, VIRGINIA

ORDER No. 2.

S/S PIONEER CRUSADER

Gentlemen:

Please deliver to our Dock Department upon call of our Mr. COLE, the following freight for loading aboard the above vessel loading at YOUR TERMINAL on NOVEMBER 12, 1959

DESTINATION—SEE BELOW

CAR NOS	No. Pkgs.	COMMODITY	SHIPPER	MARKS AND NUMBERS	WEIGH
		(CMLU-125-906 USLU-587-0)			
			HONG KONG		
D DCSL.	(1)	GOODS, COTTON PO GOODS (POLICE HOUSE)	SAN RIVER MILLS	202-9112, 203-4170,	[illegible]
UDK	IN/cage (5)	CTS. CIGARETTES	P. LORILLARD	LNG P L L HONG KONG NOS. 1-515	[illegible]
UDK	IN/12 (5)	CTNS. PO. GOODS	J.P.STEVENS	GST STEVENS D S US/5027 HONG KONG 17718/22	1223
	IN/14 (1)	CTN. COT. PO. GDS.	✓	STEVENS-HKG 371086	23.

59

DOMINION FREIGHT LINE

PRO 321993

P.O. Box 1169 — High Point, North Carolina

CONSIGNEE	DATE	TRANSFER TO
[illegible] CORP [illegible] WEST CHESTER N C & D TERMINAL [illegible] VA	CAN 11/12/97	

SHIPPER (AND SHIPPER'S NUMBER)

[illegible] INTERNATIONAL
[illegible] B/N 732240

MR

NO. PCS	RATE	CHRG	RAT/UNIT

DELIVERED FROM (ALL REF. TO PREV. CARRIERS)

PIECES	DESCRIPTION	WEIGHT	RATE	TOTAL CHARGES
[illegible]	[illegible] CORP [illegible] FIBRO SOL CO MINE CO [illegible] [illegible]/[illegible]/[illegible]/651216/[illegible]/[illegible] [illegible]/[illegible]/[illegible]/[illegible]/[illegible]/[illegible] [illegible]/[illegible]/[illegible]/[illegible]/[illegible]/[illegible] [illegible]/[illegible]	Reef	COP DEL [illegible] REVENUE [illegible]	[illegible]

PLEASE SHOW COMPLETE COMPANY NAME AND SIGNATURE - NO INITIALS

RECEIVED IN GOOD ORDER EXCEPT AS NOTED:

(30) REC NTC

BY: J. Nelson

DATE DELIVERED

DRIVER

Exhibit D.2

Joint Exhibit

Exhibit A

SECTION NO. 1

General Rules and Regulations

Governing

Dockage, Definition of Terms, Loading, Unloading,

Wharfage, Wharf Demurrage and Other Miscellaneous Port Terminal Services

On

Export, Import, Intercoastal and Coastwise Traffic

At

Elizabeth River Terminals
Imperial Docks
Lamberts Point Division of Lamberts Point Docks, Inc.
Norfolk International Terminals
Portsmouth Marine Terminal
Sewells Point Division of Lamberts Point Docks, Inc.

Rules and Regulations contained in this Section will apply in the absence of specific Rules and Regulations in other sections of this Tariff.

ITEM	SUBJECT	APPLICATION
1	Participating Terminals	The charges, rates, rules and regulations published in this tariff apply on all waterborne traffic moving over facilities of the members of the Norfolk Marine Terminal Association, herein referred to as the "Terminal" or "Terminals" or "Participating Terminals." The participating Terminals are as follows:

Facilities	Operators
Elizabeth River Terminals	Elizabeth River Terminals, Inc.
Imperial Docks	Imperial Tobacco Company (of Great Britain and Ireland) Ltd.
Lamberts Point Division of Lamberts Point Docks, Inc.	Lamberts Point Docks, Inc.
Norfolk International Terminals	Norfolk Port and Industrial Authority
Portsmouth Marine Terminal	Portsmouth Terminals, Inc.
Sewells Point Division of Lamberts Point Docks, Inc.	Lamberts Point Docks, Inc.

10	Application of Tariff and Amendments	The charges, rates, rules and regulations published in this tariff shall apply equally to all users of the facilities of the Terminals and shall apply on and after the effective date of this tariff or amended pages or special supplements thereto.

ITEM	SUBJECT	APPLICATION
20	General Application	The Charges published in this tariff shall be assessed and collected by the Terminals on all traffic delivered to or received from water, rail, motor truck or motor carriers and handled over wharf property owned or operated by, or in connection with members of Norfolk Marine Terminal Association and shall be in addition to rates of transportation to or from the port, except insofar as charges may be included in the rail or motor carrier's freight charges. The berths and piers operated by members of Norfolk Marine Terminal Association must be kept open and fluid and the Terminals do not obligate themselves to provide any services beyond the reasonable capacity of their property and facilities. Cargo held in or on piers in excess of Free Time allowed is subject to Wharf Demurrage, and at the option of the Terminals, may be sent to a commercial warehouse at the expense and risk of the owner. See Items 370, 730 and 1070.
30	Tariff Restrictions	Articles of highly inflammable, radioactive, or explosive nature or articles of uncertain value or objectionable nature will not come under this tariff or be provided with terminal services except under advance arrangements with the management of the respective Terminals and the permission of the Captain of the Port, U.S.C.G., when required.
40	Removal of Objectionable Cargo	The Terminals reserve the right to move freight or other material, which in its judgment, is likely to damage other property, to another location, at the risk and expense of the owner.
45-A Cancels 45	Retroactive Charges	ITEM CANCELLED.

ITEM	SUBJECT	APPLICATION
50	Consent to the Terms of the Tariff	The use of the piers, wharves, bulkheads, docks and other facilities under the jurisdiction of the Norfolk Marine Terminal Association shall constitute a consent to the terms and conditions of this tariff and evidences an agreement on the part of all vessels, their owners and agents and all other users of these facilities, to pay all applicable charges and be governed by all rules and regulations published herein.
60	Handling of Heavy, Fragile or Bulky Articles	The charges published in this tariff are not applicable on Heavy, Fragile or Bulky Articles. Such articles, also, pieces or packages weighing more than 5,000 pounds gross each (See Note this Item), must be loaded or unloaded at the option of the involved Terminal at rates agreed upon between the Terminal and the owners or their agents. Such cargo will only be handled at the owner's risk. This Item does not apply to container traffic as provided for in Sections 8, 9 and 10 of this tariff. NOTE: 10,000 pounds at Portsmouth Marine Terminal.
70-A Cancels 70	Shipper's Requests and Complaints	Requests and complaints and inquiries on matters relating to rates, rules and regulations contained in this tariff should first be addressed to the attention of the respective Terminal. Mailing addresses are as follows: Elizabeth River Terminals P. O. Box 419 Norfolk, Va. 23501 Imperial Docks P. O. Box 568 Norfolk, Va. 23501 Lamberts Point Division Lamberts Point Docks, Inc. P. O. Box 89 Norfolk, Va. 23501 Norfolk International Terminals 7737 Hampton Blvd. Norfolk, Va. 23505 Portsmouth Marine Terminal P. O. Box 7161 Portsmouth, Va. 23705 Sewells Point Division Lamberts Point Docks, Inc. P. O. Box 89 Norfolk, Va. 23501 Any request or complaint not satisfied by the individual Terminal may then be referred to Mr. S. D. Adsit, Jr., Chairman, Norfolk Marine Terminal Association.

ITEM	SUBJECT	APPLICATION
80	Terminal Rights	Each of the participating Terminals reserves the right to control and perform the loading, unloading and handling of all freight and cargo on premises an facilities under its control. The Terminal also reserves the right to estimate and collect in advance all charges which may accrue against vessels their owners and agents, or against cargo loaded or discharged. Use of the facilities may be denied until such advance payment or deposits are made.
90	Terminals Held Harmless	Except as may be caused by the Terminals' own negligence, vessels, their owners or agents and all other users of the Terminal facilities agree to indemnify and save harmless the Terminal from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from their operations on the property of the Terminal and the use of its facilities.
100	Liability for Loss or Damage	Except as may be caused by their own negligence, the Terminals shall not be responsible for injury to, or loss of, any freight being loaded or unloaded at the facilities; nor for injury to, or loss of, freight on or in its facilities by fire, leakage or discharge of water from fire protection sprinkling system, collapse of buildings, sheds, platforms, wharves, subsidence of floors or foundations, breakage of pipes; nor for loss of injury caused by rats, mice, moths, weevils or other animals or insects, frost or the elements; nor shall the Terminals be liable for any delay, loss or damage arising from combination of strikes, tumult, insurrection or acts of God; nor from any of the consequences of these contingencies.
110	Responsibility for Damage to Facilities	All users of the facilities, their owners or agents, shall be held responsible for all damages resulting from their use of the piers, wharves, docks and other facilities of the Terminals, and the Terminals shall reserve the right to repair, contract for same or otherwise cause to be repaired, any and all such damages.

ITEM	SUBJECT	APPLICATION
210	Definition of the term "Coastwise"	The term "Coastwise" means all cargo moving by any single mode or combination of modes of transportation between the Port of Norfolk and any other port in the United States on the Atlantic Coast or on the Gulf of Mexico.
220	Definition of the term "Dockage"	The term "Dockage" is the charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank, or from mooring to a vessel so berthed.
230	Definition of the term "Export"	The term "Export" means cargo for export to all destinations not located in the Continental United States of America.
240	Definition of the term "Free Time"	The term "Free Time" applies to the specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage charges immediately prior to the loading or subsequen to the discharge of such cargo on or off the vessel.
250	Definition of the term "Loading" or "Unloading"	The term "Loading" or "Unloading" applies to the service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility.

ITEM	SUBJECT	APPLICATION
260-A Cancels 260	Definition of the term "Holidays"	The term "Holidays" embraces the following: New Year's Day (January 1) Lee's Birthday (January 19) Washington's Birthday (February 22) Good Friday (Friday immediately before Easter) Memorial Day (May 30) Jefferson Davis Day (June 3) Independence Day (July 4) Labor Day (First Monday in September) Election Day (November--Tuesday next following the first Monday, each year) Veteran's Day (November 11) Thanksgiving Day (Thursday in November as designated by the President) Christmas Day (December 25) In the event a holiday occurs on Saturday or Sunday, Monday shall be observed.
270	Definition of the term "Import"	The term "Import" means cargo received from all origins not located in the Continental United States of America.
280	Definition of the term "Intercoastal"	The term "Intercoastal" means all cargo originating at or destined to points on the Pacific Coast of the United States.
290	Definition of the term "Liner Vessel"	The term "Liner Vessel" is defined as a vessel sailing under an advertised schedule and operated by a line maintaining regular sailings from any United States port or ports to named ports.
300	Definition of the term "Point of Rest"	A point within a Terminal where the Terminal operator will take delivery of cargo from a vessel or make delivery to a vessel.
310	Definition of the term "Rehandling"	The term "Rehandling" is the service of physically moving cargo any place on the Terminal facility not involving loading or unloading railway cars or motor vehicles.

TERMINAL TARIFF NO. 1-A
SECTION NO. 1
GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
320	Definition of the term "Side Wharfage"	The term "Side Wharfage" means the charge assessed against cargo lifted from or discharged into lighters, barges, carfloats or other vessels alongside vessels moored at the Terminal when the cargo does not physically move over Terminals' piers, wharves or bulkheads.
330	Definition of the term "Ton"	Except as otherwise provided in individual items, the term "Ton" as used in this tariff, has reference to a net ton of 2,000 pounds.
340	Definition of the term "Usage"	The term "Usage" means the use of the terminal facilities by any rail carrier, lighter operator, motor carrier, independent contractor, shipper or consignee, their agents, servants and/or employees, for the use of terminal facilities for which a charge is not otherwise specified.
350	Definition of the term "Vessel"	The term "Vessel" means floating craft of every description.
360	Definition of the term "Wharfage"	The term "Wharfage" is a charge assessed against the vessel or cargo for the use of the wharves, piers, or bulkheads in the receipt of cargo from, or delivery of cargo to, ships, barges, or other watercraft while lying alongside the wharf properties of the Terminal. All cargo placed in piers or at shipside or on the apron or bulkhead shall be considered to have earned Wharfage when so placed and Wharfage will be collected on it whether or not is is eventually loaded aboard vessel. Wharfage is solely the charge for use of wharves, piers or bulkheads and does not include charges for any other service. Wharfage Charges do not include insurance of any kind.
370-A Cancels 370	■ ▲ Definition of the term "Wharf Demurrage"	The term "Wharf Demurrage" applies to a charge assessed against cargo remaining in or on terminal facilities after the expiration of Free Time. ■ ▲ On Export Traffic, "Wharf Demurrage" ceases when vessel commences loading. ■ ▲ On Import Traffic, Free Time commences with the first 8:00 A.M. after the vessel completes discharging.

Issued
November 6, 1968

Issued by:
E. E. Ball - Chairman
Norfolk Marine Terminal Association
P. O. Box 419
Norfolk, Virginia 23501

Effective
November 8, 1968

BERTHING, DOCKAGE, WHARFAGE AND MISCELLANEOUS VESSEL CHARGES

ITEM	SUBJECT	APPLICATION
440	Operator of Terminals	Each member of the Norfolk Marine Terminal Association reserves the absolute right to the use of the piers, wharves, docks or bulkheads it operates, and permission for the use thereof must be obtained from the Terminal Management.
450	Berth Assignments	On request for a berth, the Terminal Management will designate the particular berth at which the vessel shall dock. The Terminal Management does not guarantee to furnish docking facilities. Arrangement must be made in advance of arrival of vessels in order to assure docking facilities. For specific rules governing berthing at Elizabeth River Terminals, see Item 1300.
460	Cancellation of Pier Docking	When it is desired to cancel or postpone pier docking, due notice (48 hours) shall be given to the Terminal in advance to preclude any loss of Dockage Charges; otherwise, the Terminal Management will bill against the Master, vessel, shipowners or agents, a Dockage Charge of One Hundred Dollars ($100.00), and will use the pier for other purposes. NOTE: 24 hours at Portsmouth Marine Terminal.
470	Manifests of Cargo	The Master, Owner or Agent of any vessel docked at the participating Terminal's piers, wharves or bulkheads, shall upon demand, exhibit the enrollment or license of such vessel showing tonnage and furnish a copy of the manifest of cargo discharged to the Terminal's Management. Manifests or summaries of all outbound cargo received at the Terminal for loading shall be furnished the Terminal Management by the vessel's Owners or Agents. The right is reserved by the Terminal to audit all manifests and use such audits as a basis for charges.

SECTION NO. 3

Specific Rules and Charges

Governing

Loading, Unloading, Wharfage, and Wharf Demurrage

On

Export, Import, Intercoastal and Coastwise Traffic

At

Elizabeth River Terminals
Imperial Docks
Lamberts Point Division of Lamberts Point Docks, Inc.
Norfolk International Terminals
Portsmouth Marine Terminal
Sewells Point Division of Lamberts Point Docks, Inc.

When

Carriage To or From the Terminal

Is

Via Motor Carrier or Highway Vehicle

LOADING, UNLOADING, WHARFAGE, AND WHARF DEMURRAGE ON TRAFFIC MOVING TO/FROM TERMINAL IN MOTOR CARRIER OR HIGHWAY VEHICLE SERVICE

ITEM	COMMODITY	In cents per 100 pounds, except where otherwise shown. WHARFAGE	LOADING or UNLOADING	WHARF DEMURRAGE
610-B Cancels 610-A	◆ Articles not otherwise specifically provided for elsewhere in Section No. 3 of this tariff.	3	◆ 16	See Items 370, 730 and 1290
620-B Cancels 620-A	◆ ARTICLES, MISCELLANEOUS, viz: Alcoholic beverages, Antiques, Artcraft, Artificial flowers, Artware, Bamboo poles, Baskets, Boots, Brassware, Bronzeware, Buttons, Candles, Ceramics, Chinaware, Cigarette lighters, Clips, Clothes pins, Cooking utensils, Costume jewelry, Crockery, Decorations, Doormats, Earthenware, Electric blankets, Firearms, Fireworks, Furniture NOS, Games, Glass tubes, Glassware, Hand bags, Human hair, Ironware, Kitchenware, Lamps, Lightbulbs, Matches, Musical instruments (other than pianos and organs), Needles, Novelties, Ornaments, Paintings, Perfume, Picture frames, Pin cushions, Pins, Plastic articles, Porcelainware, Pottery, Radios, Rattanware, Rubber goods, Rugs, Saddlery, Sandals, Shells, Shoes, Small arms ammunitions, Sporting goods, Tape measures, Tape recorders, Television sets or parts, Tools, Toothpicks, Toys, Wall plaques, Wearing apparel, other than in bales, Woodenware, Zippers.	3	◆ 35	See Items 370 & 730
630-B Cancels 630-A	◆ Box and barrel material (wooden) and the following wooden articles, viz: billets, cross arms, spokes, handles and handle material, staves, stave bolts, stave billets, laths, shuttle blocks, paving blocks, in sacks or bundles.....	3	◆ 16	See Items 370 & 730
	Loose.....	3	◆ 32	
635-A Cancels 635	◆ Cork or cork waste, in bales.	3	◆ 23	See Items 370 & 730

Issued September 17, 1969

Issued by:
S. D. Adsit, Jr. - Chairman
Norfolk Marine Terminal Association
P. O. Box 89
Norfolk, Virginia 23501

Effective October 17, 1969

LOADING, UNLOADING, WHARFAGE, AND WHARF DEMURRAGE ON TRAFFIC MOVING TO/FROM TERMINAL IN MOTOR CARRIER OR HIGHWAY VEHICLE SERVICE

		In cents per 100 pounds, except where otherwise shown.		
ITEM	COMMODITY	WHARFAGE	LOADING or UNLOADING	WHARF DEMURRAGE
640-B Cancels 640-A	Glass, Plate NOTE: An additional charge for labor and materials will be assessed for blocking, bracing, or otherwise securing plate glass in or on trucks. See Item 1210.	3	16	See Items 370 & 730
650-B Cancels 650-A	Hides, green salted: Loose or in bundles..... In barrels or casks.....	3 3	26 19	See Item 40
660-B Cancels 660-A	Linerboard, in rolls, or in sheets on pallets or skids.	3	9	See Items 370 & 730
670-C Cancels 670-B	Lumber or timber, rough or dressed, loose..... Lumber or timber, rough or dressed, in bundles..... Lumber or timber, rough or dressed, in bundles, each measuring at least 2'x2'x12'...	3 3 3	23 13 11	See Items 370 & 730
680-B Cancels 680-A	Pulpboard, in rolls, or in sheets on pallets or skids.	3	9	See Items 370 & 730
690-B Cancels 690-A	Stone, marble and slate slabs, less than 4 inches thick, loose, not crated or boxed.	3	See Item 60	See Items 370 & 730
700-B Cancels 700-A	Tobacco, unmanufactured, in hogsheads or tierces. (x)-In cents per hogshead or tierce.	(x) 30	(x) 70	See Items 370 & 740

Issued by:
S. D. Adsit, Jr., - Chairman
Norfolk Marine Terminal Association
P. O. Box 89
Norfolk, Virginia 23501

Issued February 11, 1970

Effective March 13, 1970

LOADING, UNLOADING, WHARFAGE, AND WHARF DEMURRAGE
ON TRAFFIC MOVING TO/FROM TERMINAL IN MOTOR
CARRIER OR HIGHWAY VEHICLE SERVICE

		In cents per 100 pounds, except where otherwise shown.		
ITEM	COMMODITY	WHARFAGE	LOADING or UNLOADING	WHARF DEMURRAGE
710-C Cancels 710-B	Tobacco, unmanufactured, in cases of standard measurement not exceeding ♠ 31" x 41" x 48" per case. (x) - In cents per case.	♠ (x) 15	♠ (x) 35	See Items 370 & 740

Issued by:
S. D. Adsit, Jr. - Chairman
Norfolk Marine Terminal Association
P. O. Box 89
Norfolk, Virginia 23501

Issued
December 30, 1969

Effective
December 31, 1969

TERMINAL TARIFF NO. 1-A
SECTION NO. 3

LOADING, UNLOADING, WHARFAGE, AND WHARF DEMURRAGE ON TRAFFIC MOVING TO/FROM TERMINAL IN MOTOR CARRIER OR HIGHWAY VEHICLE SERVICE

ITEM	COMMODITY	In cents per vehicle. WHARFAGE	SERVICE OF	WHARF DEMURRAGE
720-A Cancels 720	◆ VEHICLES, on wheels, unboxed, viz: Automobiles, buses, trucks, or tractors, Setup.	◆ 100		◆ 100
	Moving between point of rest and storage.		◆ 400	◆ (c)100 ◆ (w) 30
	Moving between point of rest or storage and auto carriers. Does not include loading onto auto carrier.		◆ 400	Per day or fractional part thereof
	Moving between point of rest or storage and flat-bed trucks.		◆ 500	
	Moving between point of rest or storage and closed trucks.		◆ 1150	
	Handling prior to being driven out or after being driven in.		◆ 400	
	If it is necessary to block or brace or otherwise secure automobiles, buses, trucks, or tractors in or on trucks, an additional charge for labor and materials will be assessed.			
	(c) - When placed in closed storage. (w) - When placed in open storage.			

Issued
March 10, 1969

Issued by:
E. E. Ball - Chairman
Norfolk Marine Terminal Association
P. O. Box 419
Norfolk, Virginia 23501

Effective
April 10, 1969

TERMINAL TARIFF NO. 1-A

SECTION NO. 3

LOADING, UNLOADING, WHARFAGE, AND WHARF DEMURRAGE ON TRAFFIC MOVING TO/FROM TERMINAL IN MOTOR CARRIER OR HIGHWAY VEHICLE SERVICE

ITEM	COMMODITY	In cents per vehicle		
		WHARFAGE	SERVICE OF	WHARF DEMURRAGE
	■ ♦			
725	VEHICLES, on wheels, unboxed, viz:			
	Automobiles, buses, trucks, or tractors, Setup	■ ♦ 80		■ ♦ (w)10 Per day or fractional part thereof
	Applicable only on lots of 200 vehicles or more from one consignor to one consignee and moving on one vessel.			
	On inbound vehicles received at point of rest and on which no physical handling is performed by Terminal personnel		■ ♦ 240	
	For movement of vehicle from point of rest or storage and trucks (does not include loading onto trucks)		■ ♦ 125	
	(w) - When placed in open storage			

Issued November 14, 1969

Issued by:
S. D. Adsit, Jr. - Chairman
Norfolk Marine Terminal Association
P. O. Box 89
Norfolk, Virginia 23501

Effective November 19, 1969

SECTION NO. 5

Miscellaneous Charges

At

Elizabeth River Terminals
Imperial Docks
Lamberts Point Division of Lamberts Point Docks, Inc.
Norfolk International Terminals
Portsmouth Marine Terminal
Sewells Point Division of Lamberts Point Docks, Inc.

ITEM	SUBJECT	APPLICATION
1120-A Cancels 1120	Boarding Car Doors, Paper Lining Cars	The Terminals will assess a charge of Six Dollars and Fifty Cents ($6.50) per car to cover labor and materials whenever it is necessary that car doors be boarded and also a charge of Five Dollars ($5.00) per car will be assessed for the service of paper lining cars.
1130-A Cancels 1130	Cleaning Rail Cars	The Terminals will assess a charge of Three Dollars and Fifty Cents ($3.50) per car to cover labor whenever it is necessary to clean rail cars. The rail carrier will be billed direct for this service. Special cleaning of cars at the request of others will be performed at the same charge.
1140	Charges For Services Not Otherwise Specified	The Terminals will provide services for shippers and carriers not provided for in this tariff. Arrangements must be made in advance with the individual Terminal. Charges for these services will be based on actual cost plus twenty percent (20%) and insurance and payroll taxes.
1150	Preparation of Dock Receipts and Mate's Receipts	A charge of Twenty Five Dollars ($25.00) per vessel will be assessed when the Terminal is required to prepare Dock Receipts or Mate's Receipts.

TERMINAL TARIFF NO. 1-A
SECTION NO. 5
MISCELLANEOUS CHARGES

ITEM	SUBJECT	APPLICATION
1180	Rental of Mechanical Equipment	Rates for rental of mechanical equipment will be furnished upon request.
1190	Segregation and Sorting	If, after cargo has been sorted, graded and stowed and/or assembled on the Terminal awaiting delivery as per bill of lading, the consignee, thereafter, desires additional sorting, grading and/or specific selection of said cargo in connection with the subsequent loading thereof, a written request detailing the nature of the special services desired must be submitted in advance of loading to the Terminal Management. Charges will be quoted upon request.
1200-A Cancels 1200	◆ Charges for Preparing Bills of Lading	The following charges will be assessed by the Terminal for the service of preparing Bills of Lading: Motor Carrier, per Bill of Lading . . ◆ $3.50 Rail Carrier, per Bill of Lading . . ◆ $3.50 NOTE: Provisions of this item not applicable at Elizabeth River Terminals.
1210	Charges for Blocking, Bracing, Staking, or Otherwise Securing Cargo	Unless otherwise provided for, the Terminals will provide service of blocking, bracing, staking or otherwise securing cargo on or in rail cars or motor trucks. Charges for these services will be based on actual cost plus twenty percent (20%) and insurance and payroll tax.
1220-A Cancels 1220	Usage Charges	When the Terminal facilities are used by others for the purposes for which a charge is not otherwise specified, the Terminal will assess a usage charge, as indicated below: (a) - Independent contracting weighers, testers, and samplers will be assessed a Usage Charge, per order or per lot, of $5.00 when such functions are performed on terminal facilities.

Issued
March 10, 1969

Issued by:
E. E. Ball - Chairman
Norfolk Marine Terminal Association
P. O. Box 419
Norfolk, Virginia 23501

Effective
April 10, 1969

SECTION NO. 9

Specific Rules and Charges

Governing

Receiving, Rehandling, Storage,

and Weight Limitations

Of

Loaded or Empty Containers

Also

Container Crane Rental Charges

Applicable Only

At

Norfolk International Terminals

On

Export, Import, Intercoastal and Coastwise Traffic

CONTAINER RULES AND CHARGES - APPLICABLE ONLY AT NORFOLK INTERNATIONAL TERMINALS

ITEM	SUBJECT	APPLICATION
1440	Definition of the term "Container"	(1) The definition of the term "Container" as used in this Section of this tariff refers to the so-called "Standard 20-foot, 24-foot, 35 foot or 40-foot Seagoing Container," having approximately the following basic dimensions. Overall Length: 20-foot 19'10½", 24-foot 24'0", 35-foot 35'0", 40-foot 40'0" Overall Width: 8' 0 ", 8'0", 8'0", 8'0" Overall Height: 8' 0 ", 8'0", 8'0", 8'0" (2) The definition of the term "Container" further provides that the so-called "Standard 20-foot, 24-foot, 35-foot or 40-foot Seagoing Container" for the transport of dry, liquid or refrigerated cargo, may be of metal, fiberglas, plastic or wooden construction; however, the container must confine and protect its contents from loss or damage or from the elements and must be susceptible to being handled in transit as a unit. NOTE A: Standard "Reduced Height" Seagoing Containers having the basic dimensions of width and length shown in (1) above, may be moved over the facilities of Norfolk International Terminals with the permission of the Terminal Manager. NOTE B: The so-called "vans" used in connection with the shipments of household goods are not included within this definition and they are not subject to the Rules, Regulations and Charges as shown in this Section of this tariff.
1450	Free Time Granted Containers Held In Open Storage or Parking Areas-On Own Wheels	Containers-Loaded or Empty, as described in Item 1440, when on own wheels or bogies or frames or chassis furnished by owner or Agent, and held in designated parking or open storage area, will be granted ten (10) consecutive calendar days "Free Time" beginning with the first 8:00 A.M. after placement in parking or open storage area.

ITEM	SUBJECT	APPLICATION
1460	Free Time Granted Containers Held In Marshalling Yard-Without Wheels	Containers-Loaded or Empty, as described in Item 1440, without wheels, bogies, chassis or frames, and held in designated Marshalling Yard, will be granted ten (10) consecutive calendar days "Free Time" beginning with the first 8:00 A.M. after placement in Marshalling Yard.
1470	Definition of the term "Marshalling Yard"	The definition of the term "Marshalling Yard" as used in this Section of this tariff refers to the designated area on Norfolk International Terminals where Loaded or Empty Seagoing Containers can be physically exchanged by the inland carrier (or its contractual Agent) on the one hand, and the ocean or water carrier (or its authorized Agent) on the other, through the controlled medium of the Terminal.
1480	Definition of the term "Open Storage or Parking Area"	The definition of the term "Open Storage or Parking Area" as used in this Section of this tariff refers to the designated open storage or parking area on Norfolk International Terminals where Loaded or Empty Containers, when on own wheels or bogies or frames or chassis (furnished by owner or Agent) may be held in custody of the Terminal on instructions by the owner or Agent of said container.
1490	Definition of the term "Interim Parking Area"	The definition of the term "Interim Parking Area" as used in this Section of this tariff refers to the designated parking area on Norfolk International Terminals where and as a convenience to the inland motor or highway carrier, Loaded or Empty containers on own wheels, bogies, chassis or frames may be temporarily parked during hours or periods of time when the Terminal is not open for the receipt or delivery of containers in the Marshalling Yard. The Terminal does not assume responsibility for loss or damage to containers or the contents thereof when placed in the "Interim Parking Area."

ITEM	SUBJECT	APPLICATION
1500	Definition of the term "Rehandling Container" On Own Wheels	The definition of the term "Rehandling Container" as used in this Section of this tariff refers to the moving or towing with Terminal's tractor and operator of a so-called "Standard 20-foot, 24-foot, 35-foot or 40-foot Seagoing Container" on its own wheels, chassis, bogies or frames, (same to be furnished by owner or Agent), from "Point of Rest" to a designated point on the Terminal. Likewise, the term "Rehandling Container" has application in moving a container on wheels from a designated point on the Terminal to a "Point of Rest."
1510	Definition of the term "Receiving Container"	The definition of the term "Receiving Container" as used in this Section of this tariff refers to physical acceptance of a container by the Terminal from the inland carrier, so as to facilitate physical exchange of the container at "Point of Rest" with a water carrier. Likewise, the Terminal will physically accept a container at "Point of Rest" from a water carrier to facilitate physical exchange with an inland carrier. Under the term "Receiving Container" the Terminal will, by use of its own mechanical equipment, perform the following interim functions to effect physical exchange of a container between the inland carrier and the water carrier berthing at Norfolk International Terminals: Terminal's Interim Functions (1) A wheeled container appropriately moved into position in the Marshalling Yard by the inland motor or rail carrier (or its contractual Agent) will be removed from the wheels, bogies, chassis, frame or flat bed trailer by the Terminal with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Terminal in the Marshalling Yard at a "Point of Rest" awaiting movement to the vessel. When so requested the Terminal will inform the vessel and/or its authorized Agent as to the exact location of the container. The vessel and/or its authorized Agent will in turn remove the container from the "Point of Rest" in the Marshalling Yard and transport the container to the vessel.

(Cont'd.)

ITEM	SUBJECT	APPLICATION
1510	Definition of the term "Receiving Container"	(Cont'd.) (2) Likewise, the Terminal will receive a container, without wheels, from the vessel and/or its authorized Agent at a "Point of Rest" in the Marshalling Yard for delivery to an inland motor or rail carrier (or its Agent). The vessel and/or its authorized Agent will ground or stack the container in the Marshalling Yard at a "Point of Rest" designated by the Terminal. When so requested by the inland motor or rail carrier (or its Agent), the Terminal, with its labor and mechanical equipment, will remove the container from "Point of Rest" and place the container on wheels, bogies, chassis, frames or flatbed trailer for delivery to the inland motor or rail carrier (or its contractual Agent). (3) The Terminal will exercise control over the container the entire time that the container is in the Marshalling Yard. (4) The Terminal will perform the necessary clerical work to effect physical exchange of the container between the motor carrier or rail carrier (or its Agent) or water carrier and the Terminal. NOTE (A): The expression "necessary clerical work" in (4) above includes notation by the Terminal on the carrier's Way Bill or Interchange Form as to apparent damage (s) or deficiency (s) found by outward visual inspection of the container. Visual inspection DOES NOT include inspection of the container's running gear, lights, wiring, nor the contents of the container. Furthermore, it DOES NOT include any repair to the container or its equipment, nor does it include the full execution of the carrier's Interchange Form. NOTE (B): All services for complete inspection, repairs, full execution of Interchange Forms and the like are available under contractual arrangements with the Terminal Management.

ITEM	SUBJECT	APPLICATION
1515	Definition of the term "Receiving Container-Wheeled Operation"	The definition of the term "Receiving Container-Wheeled Operation" as used in this Section of this tariff refers to acceptance of a wheeled container, empty or loaded, by the Terminal in an "Open Storage or Parking Area" (see Item 1480) from the inland carrier, so as to facilitate physical exchange of the wheeled container with a water carrier. Likewise, the Terminal will accept a wheeled container in an "Open Storage or Parking Area" from a water carrier to facilitate physical exchange with an inland carrier. Under the term "Receiving Container-Wheeled Operation" the Terminal will perform the following interim functions to effect interchange of a wheeled container: Terminal's Interim Functions (See Notes) (1) The Terminal will designate and provide the necessary "Open Storage or Parking Area" on which to park the wheeled container. (2) The Terminal will perform the necessary clerical work to effect physical exchange of the wheeled container between the motor carrier or rail carrier (or its Agent) or water carrier and the Terminal. NOTE (A): The expression "necessary clerical work" in (2) above includes notation by the Terminal on the carrier's Way Bill or Interchange Form as to apparent damage (s) or deficiency (ies) found by outward visual inspection of the container. Visual inspection DOES NOT include inspection of the container's running gear, lights, wiring, nor the contents of the container. Furthermore, it DOES NOT include any repair to the container or its equipment, nor does it include the full execution of the carrier's Interchange Form.
	(Continued)	(Continued)

ITEM	SUBJECT	APPLICATION
1515	(Continued) Definition of the term "Receiving Container-Wheeled Operation"	(Continued) NOTE (B): All services for complete inspection, repairs, full execution of Interchange Forms and the like are available under contractual arrangements with the Terminal Management. NOTE (C): Unless prior arrangements are made with Terminal Management, the Terminal will not use its tractors, mechanical equipment, or personnel to dray or move wheeled containers to/from or within the "Open Storage or Parking Area". NOTE (D): A wheeled container which is "Received" by the Terminal in the "Open Storage or Parking Area" from an inland carrier and upon instructions, the wheeled container is released to an inland carrier rather than being interchanged with a water carrier, the Terminal will consider this procedure to be two separate "Receiving" operations. The Terminal will then assess a dual "Receiving" charge to the party requesting such service. NOTE (E): A "Wheeled Container" is a container as described in Item 1440, Loaded or Empty, on own wheels, bogies, frames, chassis or flat bed trailer, furnished by owner or Agent.

CONTAINER RULES AND CHARGES - APPLICABLE ONLY
AT NORFOLK INTERNATIONAL TERMINALS

ITEM	SUBJECT	APPLICATION
1520	Containers Loaded in Excess of Rated Capacity	The Rates, Rules, Regulations and Charges published in this Section of this tariff are NOT APPLICABLE t Standard Seagoing containers loaded in EXCESS of their Rated Capacity. The Terminal will not permit its mechanical equipment (designed for movement or carriage of containers) or its container cranes to be used in any way to lift, move or transport a container which is loaded in excess of the container's rated capacity. Should the Terminal's equipment or crane be used to lift, move or transport a container which is loaded in excess of the rated capacity, the party or parties, causing such unauthorized use shall be held liable for all losses claims, demands, and suits for damages, including death and personal injury, and including court costs and attorney's fees, incident to or resulting from such unauthorized use.
1530	Receiving of Containers Having Dimensional Lengths Other Than 20-foot or 40-foot	Prior arrangements must be made with Terminal Management by the authorized Agents of the vessel and the inland carrier before Seagoing containers having dimensional lengths other than 20-foot or 40-foot will be accepted by the Terminal. See Item 1440.
1540	Receiving of Containers Having Damage or Variances Which Impede Normal Movement	Seagoing containers, as described in Item 1440, having damage or variances which may impede normal movement with the Terminal's mechanical equipment will not be "Received" in the Marshalling Yard unless arrangements have been made with the Terminal Management.

CONTAINER RULES AND CHARGES - APPLICABLE ONLY AT NORFOLK INTERNATIONAL TERMINALS

ITEM	SUBJECT	APPLICATION
1550-B Cancels 1550-A	▲ Charge for Rental of "Portainer" Container Cranes at Norfolk International Terminals	Norfolk International Terminals will rent Paceco "Portainer" container cranes (lift capacity-Crane No.1 = 30 Long Tons; Crane No.2 = 50 Long Tons) at the following rate: EACH - $175.00 per hour or any fraction thereof. The charge shown above includes the crane operator, who shall be under the sole supervision of the party renting the crane. The crane operator must be a qualified Paceco "Portainer" crane operator. The Terminal assumes no liability for claims, losses, costs or expenses by reason of property damage, personal injury or death, which may result from use of the crane, except that caused by structural failure and not occasioned by an act or omission on the part of the party renting the crane. The party renting the crane agrees to operate the crane with a qualified Paceco "Portainer" crane operator and further agrees to operate the crane within its rated capacity, said capacity to be ascertained from the Terminal Management before use. - - - - - - - - - - - ▲ (NOTE) - When billing, the Terminal will observe a minimum charge of one hour's rental on the "Portainer" crane, plus the minimum International Longshoremen's Association contract guarantee for the crane operators.
1560-B Cancels 1560-A	▲ Charge for Rental of "Transtainer" Yard Cranes at Norfolk International Terminals	Norfolk International Terminals will rent Paceco "Transtainer" yard cranes (lift capacity-40 Long Tons) at the following rate: EACH - $45.00 per hour or any fraction thereof. The charge shown above includes the crane operator, who shall be under the sole supervision of the party renting the crane. The crane operator must be a qualified Paceco "Transtainer" yard crane operator. The Terminal assumes no liability for claims, losses, costs or expenses by reason of property damage, personal injury or death, which may result from use of the crane, except that caused by structural failure and not occasioned by an act or omission on the part of the party renting the crane. The party renting the crane agrees to operate the crane with a qualified Paceco "Transtainer" yard crane operator and further agrees to operate the crane within its rated capacity, said capacity to be ascertained from the Terminal Management before use. - - - - - - - - - - - ▲ (NOTE) - When billing, the Terminal will observe a minimum charge of one hour's rental on the "Transtainer" crane, plus the minimum International Longshoremen's Association contract guarantee for the crane operators.

CONTAINER RULES AND CHARGES - APPLICABLE ONLY AT NORFOLK INTERNATIONAL TERMINALS

ITEM	SUBJECT	APPLICATION
1570	Rental of Mechanical Equipment	Rates for rental of Terminal's mechanical equipment will be furnished upon request.
1580	"Rehandling Container" Charge	See Item 1500. "Rehandling Container" Charge - $5.00 each operation. NOTE: This Charge will be assessed the party requesting service.
1590-A Cancels 1590	Wharfage Charge - Loaded Containers	See Items 360 and 1440. Wharfage Charge - 2¼ cents per 100 pounds. NOTE (1) - On Loaded containers, Wharfage Charge will be computed on basis of the weight of the contents, in cents per 100 pounds. NOTE (2) - Delivery order, Waybill or Interchange Form must show gross and net weights of each container. NOTE (3) - Wharfage Charge is assessed against the vessel.
1600-A Cancels 1600	▲ ■ Storage Charges in "Marshalling Yard" or "Open Storage or Parking Area" for Loaded or Empty Containers, not exceeding 24 feet in length	▲ ■ Containers (not exceeding 24 feet in length) remaining in "Marshalling Yard" or "Open Storage or Parking Area" after expiration of Free Time (see Items 1450 and 1460) will be assessed: $2.00 per container for the first fifteen (15) day period or fraction thereof; thence, $2.75 per container for each succeeding fifteen (15) day period or fraction thereof.

CONTAINER RULES AND CHARGES - APPLICABLE ONLY AT NORFOLK INTERNATIONAL TERMINALS

ITEM	SUBJECT	APPLICATION
1610-A Cancels 1610	Storage Charges in "Marshalling Yard" or "Open Storage or Parking Area" for Loaded or Empty Containers, not Exceeding 40 feet in Length	Containers (not exceeding 40 feet in length) remaining in "Marshalling Yard" or "Open Storage or Parking Area" after expiration of Free Time (see Items 1450 and 1460) will be assessed: $4.00 per container for first fifteen (15) day period or fraction thereof; thence, $5.50 per container for each succeeding fifteen (15) day period or fraction thereof.
1620	Long Term Open Storage of Containers	If long term open storage of containers is desired, the responsible party should contact Terminal Management for arrangements.
1630-A Cancels 1630	Charge for "Receiving Container", Empty or Loaded in Marshalling Yard	The Terminal will "Receive Container" (see Item 1510), Empty or Loaded, in the Marshalling Yard at the following charge: $12.00 per container NOTE (1) - Charge for "Receiving Container" will be assessed the water carrier.
1635	Charge for "Receiving Container - Wheeled Operation", Empty or Loaded, in Open Storage or Parking Area	The Terminal will "Receive Container-Wheeled Operation" (See Item 1515), Empty or Loaded, in the Open Storage or Parking Area at the following charge: $6.00 per container NOTE (1) - Charge for "Receiving Container - Wheeled Operation" will be assessed the water carrier.
1640-A Cancels 1640	Charge on Containers Interchanged Between Water Carriers and Moving Over Piers	On containers (loaded or unloaded) interchanged between water carriers and moving over the piers, wharves or bulkheads of the Terminal, a charge of $5.50 per container will be assessed against the receiving water carrier.