

D. M. PICTON & CO., INC.

Contractors

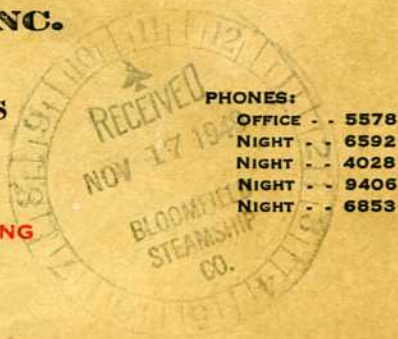
RIVER AND HARBOR IMPROVEMENTS

TUG BOATS-BARGES-DERRICK BARGES

TOWAGE

HARBOR TOWING-INTRACOASTAL-GULF COAST TOWING

J. H. PICTON, PRESIDENT
C. T. PICTON, VICE-PRES.
W. M. PICTON, VICE-PRES.
E. B. PICTON, VICE-PRES.
D. M. PICTON, JR., SEC. & TREAS.



603-04-05 ADAMS BUILDING

PORT ARTHUR, TEXAS

November 16, 1949

R. B. Wilkens Shipping Co.
Cotton Exchange Bldg.
Houston, Texas

Subject: Towage Contract - Sabine District - 1950

Attention: Mr. R. B. Wilkens

Dear Sirs:

We beg to advise that the Tugboat Harbor Tariff Rates for the Sabine District will remain the same in 1950 as they were in 1949. Discount of 10% allowed for Contract.

We enclose herewith original and one copy of the Tugboat Harbor Tariff and Contract Form for your consideration to cover all vessels under your Agency not otherwise bound.

We appreciate and thank you for the business given us the past many years, and with the Compliments of the Season, we are

Respectfully,

D. M. PICTON & CO., INC.

BY *W. M. Picton*
Vice-President

WMP/gej
Enclosures (2)

PICTON TOW BOATS

J. H. PICTON
President

C. T. PICTON
Vice-President

E. B. PICTON
Vice-President

W. M. PICTON
Vice-President

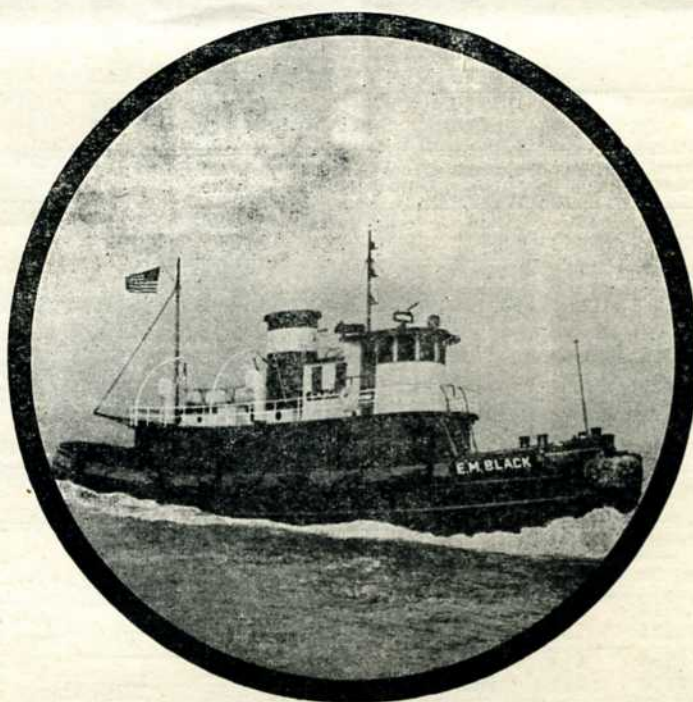
M. W. STORMS
Manager
PORT ARTHUR, TEXAS

CABLE ADDRESS
"PICTO"
PORT ARTHUR, U. S. A.

Sabine District, U. S. A.

=====
SABINE
ENTRANCE

—
SABINE
PORT ARTHUR
ATRECO
PORT NECHES
MAGPETCO
MAGNOLIA
BEAUMONT



=====
CALCASIEU
ENTRANCE

—
CAMERON
HAYMARK
LOCKPORT
UNION SULPHUR
BURTON
CONOCO
LAKE CHARLES

Harbor Towing — Intracoastal — Gulf Coast Towing
Oil Lightering — Deck Barges
Floating Derricks

——
D. M. PICTON & CO., INC.

603-4 ADAMS BUILDING
PORT ARTHUR, TEXAS
U. S. A.

TUG CALLS: LONG LONG SHORT LONG

TUGBOAT HARBOR TARIFF

RATES FOR ONE TUG TOWING ONE VESSEL

SABINE DISTRICT

		Lake Charles	Orange	Penn. Shipyards	Beaumont	Stano-lind	Smith Bluff	Magpetco	Port Neches	Atreco	Port Arthur	Sabine	Sabine Ent.
SABINE ENT.	Light	\$570	430	480	430	430	310	310	310	310	190	150	
	With Cargo	\$630	475	525	475	475	395	395	395	395	220	170	
SABINE	Light	\$570	430	480	430	430	310	310	310	310	190		150
	With Cargo	\$630	475	525	475	475	395	395	395	395	220		170
PORT ART'R	Light	\$430	275	325	275	275	235	235	235	235		190	190
	With Cargo	\$475	310	360	310	310	275	275	275	275		220	220
ATRECO	Light	\$430	235	285	235	235	235	235	235		235	310	310
	With Cargo	\$475	300	350	300	300	275	275	275		275	395	395
PORT NECH'S	Light	\$505	235	285	235	235	235	235		235	235	310	310
	With Cargo	\$550	300	350	300	300	275	275		275	275	395	395
MAGPETCO	Light	\$505	235	285	235	235	235		235	235	235	310	310
	With Cargo	\$550	300	350	300	300	275		275	275	275	395	395
SMITH BLUFF	Light	\$505	235	285	235	235		235	235	235	235	310	310
	With Cargo	\$550	300	350	300	300		275	275	275	275	395	395
STANO-LIND	Light	\$570	430	285	235		235	235	235	235	275	430	430
	With Cargo	\$630	475	325	275		300	300	300	300	310	475	475
BEAUMONT	Light	\$570	430	200		235	235	235	235	235	275	430	430
	With Cargo	\$630	475	235		275	300	300	300	300	310	475	475
PENNSYLV. S'Y.RD	Light	\$620	480		200	285	285	285	285	285	325	480	480
	With Cargo	\$680	525		235	325	350	350	350	350	360	525	525
ORANGE	Light	\$430		480	430	430	235	235	235	235	275	430	430
	With Cargo	\$475		525	475	475	300	300	300	300	310	475	475
LAKE CHA'S	Light	\$	430	620	570	570	505	505	505	430	430	570	570
	With Cargo	\$	475	680	630	630	550	550	550	475	475	630	630

(Lake Charles District)	Rose Bluff	Clifton Ridge	Haymark	Conoco Oil Co.	City Docks	West Lake
CALCASIEU	\$310	310	310	430	430	570
ENTRANCE	With Cargo \$395	395	395	475	475	650
ROSE BLUFF	Light \$	115	115	150	150	260
	With Cargo \$	135	135	170	170	310
CLIFTON RIDGE	Light \$115		115	150	150	260
	With Cargo \$135		135	170	170	310
HAYMARK	Light \$115	115		150	150	275
	With Cargo \$135	135		170	170	345
CONOCO OIL CO.	Light \$150	150	150		115	260
	With Cargo \$170	170	170		135	310
CITY DOCKS	Light \$150	150	150	115		260
	With Cargo \$170	170	170	135		310

SPECIAL RATE

INTRACOASTAL BARGES

SHIFTING one Barge Tariff less 70%
 Each Additional Barge Plus 50% of 1st Barge.
 TOWING—1 Barge Tariff Less 60%
 Each Additional Barge Plus 50% of 1st Barge.

SHIFTING

	Elevator or Meal Dock	Mexican or Coke Dock	Gulf Dock	Texas Dock
TEXAS DOCK	Light \$115	115	135	115
	With Cargo \$135	135	170	135
GULF DOCK	Light \$135	115	115	135
	With Cargo \$170	135	135	170
MEXICAN OR COKE DOCK	Light \$115	115	115	115
	With Cargo \$135	135	135	135
ELEVATOR OR MEAL DOCK	Light \$115	115	135	115
	With Cargo \$135	135	170	135
INTERSECTION OF SAB.-NECH'S & P. A. SHIP CANALS	Light \$115	115	135	115
	With Cargo \$135	135	170	135

SHIFTING

	Dock Municipal	Magnolia Docks	Penn. Shipyards
PENN. SHIPYARDS	Light \$200	200	115
	With Cargo \$235	235	135
MAGNOLIA DOCK	Light \$135	115	200
	With Cargo \$170	135	235
MUNICIPAL DOCK	Light \$115	135	200
	With Cargo \$135	170	235

SHIFTING DEAD VESSEL — Tariff Plus \$40.00
 TOWING DEAD VESSEL — Tariff Plus 35%

Assisting Vessels Turning at Beaumont and to Magnolia Dock—Light	\$135.00	With Cargo	\$170
Assisting Vessel Shifting Berth to Berth at Same Dock — Light	\$115.00	With Cargo	\$135
Docking and Undocking Vessels — Light	\$110.00	With Cargo	\$125

OCEAN, COASTWISE BARGES—TOWING RATES

ONE TUG

4,000 Gross Tons and over	Ship Rate
3,000 to 4,000 Gross Tons	Ship Rate Less 10%
1,500 to 3,000 Gross Tons	Ship Rate Less 20%
1,000 to 1,500 Gross Tons	Ship Rate Less 30%
Under 1,000 Gross Tons	Ship Rate Less 35%
Shifting, Docking and Undocking	Ship Rate Less 10%
Emergency Towage	Ship Rate

EMERGENCY TOWAGE

When tug not engaged in towing and is called to render assistance to a vessel, the charge for this type of service will be \$135.00 for the first hour and \$65.00 for every hour or fraction thereof; time starts when tug leaves from the point where she then is and time stop when tug arrives back at Port Arthur, Texas.

FURNISHING STEAM

Furnishing steam to vessels from tugs a charge of \$45.00 per hour or fractional part thereof, including running time of tug to and from the vessel. A minimum charge of \$70.00 for steam will be made.

SABINE DISTRICT SPECIAL SERVICES—SPECIAL ROUND TRIP RATES TUG WITHOUT TOW.

1. Between Sabine and Sabine Entrance	\$130.00	6. Between—	Lake Charles, La.	} \$430.00
2. Between Port Arthur and Sabine Entrance	\$155.00	Beaumont, Texas	or	
3. Between Port Arthur and Beaumont or Stanolind	\$280.00	Port Arthur, Texas	Calcasieu Entrance,	
4. Between Port Arthur and Orange	\$280.00	Orange, Texas	Louisiana	
5. Between Port Arthur and Port Neches, or Atreco, or Magpetco, or Smith's Bluff	\$180.00	7. Between Lake Charles, La., and Calcasieu Entrance, La.		\$280.00
		8. In connection with these round trip rates, one hour free waiting time is allowed. For waiting time thereafter a charge will be made of \$27.00 per hour or fraction thereof.		

DELAY TIME

The rates set out in Tariff are based upon voyages to be completed within the time specified below. If a voyage is not completed within specified time, the tug or tugs shall be compensated additionally after such expiration at the rate of \$27.00 per hour per tug continuously until the voyage is completed.

1. Between Beaumont or Stanolind and Sabine or Sabine Entrance, 14 hours allowed for voyage.
2. Between Smith's Bluff or Magpetco, or Port Neches, or Atreco, or Humble and Port Arthur, 6 hours allowed for voyage.
3. Between Port Arthur and Sabine or Sabine Entrance 6 hours allowed for voyage.
4. Between Sabine and Sabine Entrance, 3 hours allowed for voyage.
5. Between Orange and Sabine or Sabine Entrance, 14 hours allowed for voyage.
6. Between Beaumont, or Stanolind, or Orange and Port Arthur, 10 hours allowed for voyage.
7. Between Smiths Bluff, or Magpetco, or Port Neches, or Atreco, or Humble and Sabine or Sabine Entrance, 10 hours allowed for voyage.
8. Between Smiths Bluff or Humble and Intermediate docks, 4 hours allowed for voyage.
9. Between Louisiana ports and any Texas ports excepting Orange, 20 hours allowed for voyage.
10. Between Lake Charles and Orange, 12 hours allowed for voyage.
11. Between Lake Charles, La., and Calcasieu Entrance, 12 hours allowed for voyage.

CONDITIONS RELATING TO SABINE DISTRICT TOWAGE, SHIFTING AND DOCKING RATES

1. When tug ordered to report for a towing, shifting or docking service one and one-half hour's free waiting time will be given; a charge of \$30.00 will be made for every hour or fraction of waiting time thereafter. No unused free waiting time shall be added to voyage time.
2. On all towage of vessels leaving Beaumont, Orange, Neches River terminals, Lake Charles, La., or Port Arthur or Intermediate points and taking cargo or bunkers at Sabine or Sabine Pass on outward voyage, a combination of rates "To Sabine" and "Sabine to Sabine Entrance" apply.
3. Tug boats shall be ordered at least 12 hours in advance of sailing, and if tugs report and ship does not sail, ship shall pay the rate for towing of light ship from Port Arthur.
4. All vessels towed, shifted or docked shall furnish necessary towing hawsers and lines.
5. No vessel will be towed, shifted or docked unless its Master or Pilot is in charge. Tugs do not furnish pilotage but simply furnish their power under orders or direction of the Master, or pilot of the vessel towed, shifted or docked.
6. All charges net, except when services are performed under contract, then a discount of 10% is to apply on all tariff rates.
7. This Tariff to Become Effective October 1, 1946.

DISTANCES FROM WHISTLING BUOY

Whistle Buoy		Union Sulphur Dock	71.5
Sabine Entrance	0.0	Cities Service Oil Dock	72.4
Sabine	6.8	Burton Docks	72.5
Port Arthur Canal	9.9	Conoco Docks	76.0
Sabine Neches Canal	16.2	Pure Oil Docks	76.0
Texas Company Docks	16.8	Lake Charles Docks	77.3
Gulf Refining Co. Docks	18.0	Kelly-Weber Docks	79.3
Port Arthur Bridge	19.9		
Locks	25.9	Whistle Buoy	
Neches River	28.3	Calcasieu Entrance	0.0
Atreco Docks	30.3	Haymark Shell Oil Co. Dock	27.5
Port Neches Docks	34.3	Magnolia Dock	32.0
Magpetco Docks	35.7	Union Sulphur Dock	32.1
Smiths Bluff Docks	37.3	Cities Service Oil Dock	32.4
Stanolind Docks	44.4	Burton Dock	33.0
Magnolia Docks	49.1	Pure Oil Dock	41.0
Beaumont City Docks	49.7	Conoco Oil Dock	41.0
Sabine River	32.3	Lake Charles Docks	40.0
Orange City Docks	39.5	Kelly-Weber Dock	42.00
Lake Charles Ship Canal	39.3	Beaumont, Texas	81.0
Haymark Docks	68.0	Port Arthur, Texas	71.8
Magnolia Lockport Dock	71.8	Sabine Entrance Sea Buoy	87.8

THE ABOVE TABLE OF DISTANCES IS SUBSTANTIALLY CORRECT.

D. M. PICTON & CO., Inc.

PORT ARTHUR, TEXAS, U. S. A.

TOWAGE CONTRACT

TO R. B. Wilkens Shipping Co. of Houston, Texas

We hereby propose to furnish all towage assistance required by the vessels under your ownership and management from Jan. 1, 1950 to Dec. 31, 1950 to and from points covered by the towing tariff herein set out, on the following terms:

In consideration of your agreeing to have all of the vessels under your ownership and management employ tugs owned or specified by us during the aforesaid time, we will allow a special discount of 10% from the aforesaid tariff rates as shown herein.

We will endeavor to have tugs of suitable power on hand at all times to provide first class service, but shall not be liable for damages in case we are not able, at any time, for any reason, to furnish such service. In case, however, at any time, for any reason, we are unable to have tugs on hand to serve your boats, you are at liberty to engage any other tugs to serve you for that time, but without the right to charge us any difference in price. In agreeing to endeavor to provide this first class service, it is understood that we do not either expressly or impliedly warrant the seaworthiness, power, equipment or competency of the crew of the tug or tugs furnished or supplied by us in the performance of this contract.

When any of the tugs engaged in the services of assisting in towing or shifting a vessel it is understood and agreed that the said tugboat captain and other members of the crew of said tugboat become the servants and employees of the owner and or charterers of said vessel in respect to receiving, giving, carrying out, or executing any orders or for any other purpose, in respect to the performance of services rendered in the towing, assisting, or handling of such vessel, and neither the tug nor their owners or agents shall be liable for any damage whatsoever resulting therefrom even though caused by negligence.

That this agreement shall not be construed to be a personal contract, and it is understood that we shall have the benefit of the exemption from liability contained in the United States Limitation of Liability Statute, Title 46 U. S. C. A. 181 to 184, both inclusive.

"In the event our cost of operations and maintenance are increased either directly or indirectly by revolutions or other disorders, war, acts of enemies or of belligerents of any name or nature, arrest or restraint of princes, rulers, or peoples, expropriation or confiscation of property, orders or acts of any Government or governmental authority, interference by civil or military authority, or any other like or resulting cause beyond the control of us, then we shall have the option of cancelling this contract as a whole or in part upon giving you fifteen (15) days notice (by any suitable means of communication), specifying the increased charges resulting therefrom, but you may, however continue this contract in effect by agreeing to pay such increased charges by advising us immediately (by any suitable means of communication) upon our cancellation notice. Any such continued effect of the contract shall be subject to further such notices of cancellation if additional such increases in our operating and maintenance costs occur."

We agree that you are to receive the benefit of any reduction in the tariff while this contract remains in force.

D. M. PICTON & CO., INC.
By [Signature]
V. President or Authorized Agent.

The undersigned hereby accepts the above proposition, for services to be rendered to the boat owned or operated by us, and for the consideration, named therein, agrees to cause said boats to employ the tugs, owned or specified by the D. M. Picton & Co., Inc., to and from points named in said tariff hereinabove set out, on above named terms, and conditions, all of which we take cognizance of, at all times during the period herein stated, when they require such service.

With respect to vessels that are not owned by the person or company ordering the tug service or signing the towage contract, it is understood and agreed that such person or company warrants that it has authority to bind the vessel owner to all the provisions of the preceding paragraphs, and agrees to indemnify and hold us harmless and also those furnishing the tugs, their owners, agents, charterers, operators and managers, from all damages and expenses that may be sustained or incurred in the event and in consequence of such person or company not having such authority.

Executed this...day of...194...
Owner, Charterer, Operator, or Agent.