

In the Matter of PENINSULAR AND OCCIDENTAL STEAMSHIP COMPANY  
and NATIONAL MARITIME UNION OF AMERICA

*Case No. C-342.—Decided March 15, 1938*

*Shipping Industry—Interference, Restraint, or Coercion:* antiunion statements; persuading employes to refrain from joining union of their choice; discrediting union and union leaders; engendering fear of loss of employment for union membership and activity; employment of armed guards—*Strikes:* sit-down—*U. S. Department of Labor:* conciliation—*Discrimination:* discharges—*Reinstatement Ordered—Back Pay:* awarded including reasonable value of maintenance on shipboard.

*Mr. Joseph Hoskins*, for the Board.

*Loftin, Stokes & Calkins*, by *Mr. John P. Stokes* and *Mr. Harold B. Wahl*, of Miami, Fla., *Mr. Scott M. Loftin*, of Jacksonville, Fla.; and *Mr. T. Paine Kelley* and *Mr. T. Paine Kelley, Jr.*, of Tampa, Fla., for the respondent.

*Mr. Max Lustig*, of New York City, for the N. M. U.

*Mr. John R. Parkhill*, of Tampa, Fla., and *Mr. Charlton Ogburn*, of New York City, for the I. S. U.

*Mr. J. Mark Jacobson*, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by National Maritime Union of America, herein called the N. M. U., the National Labor Relations Board, herein called the Board, by the Regional Director for the Fifteenth Region (New Orleans, Louisiana), issued its complaint dated October 25, 1937, against Peninsular and Occidental Steamship Company, Jacksonville, Florida, herein called the respondent. The complaint and notice of hearing thereon were duly served upon the respondent and the N. M. U. The complaint alleged that the respondent had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On November 3, 1937, an amended complaint was duly served on the respondent and the N. M. U. The respondent in its answer, dated

November 10, 1937, denied all the material allegations of the complaint.

Pursuant to notice, a hearing was held at Miami, Florida, on November 11, 12, and 13, 1937, and at Tampa, Florida, on November 17, 18, 19, and 20, 1937, before Madison Hill, the Trial Examiner duly designated by the Board. At the hearing, International Seamen's Union of America, herein called the I. S. U., a labor organization claiming to represent employees of the respondent, moved to intervene in the proceeding and the Trial Examiner granted its motion.

At the hearing the Board, the respondent, the N. M. U., and the I. S. U. were represented by counsel. Full opportunity to be heard, to examine and cross-examine witnesses and to produce evidence bearing on the issues was afforded all the parties. During the hearing counsel for the Board moved to amend the complaint to correct the list of names of employees alleged to have been discharged by the respondent. The Trial Examiner granted these motions. At the close of the Board's case both the respondent and the I. S. U. moved to dismiss the complaint on the ground that the evidence did not support the charge under Section 8 (1) of the Act and that the respondent's activities had come within the closed-shop provisions of Section 8 (3) of the Act. The Trial Examiner denied these motions. During the course of the hearing the Trial Examiner made several rulings on other motions and on objections to the admission of evidence. The Board has reviewed these rulings and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

Subsequent to the hearing the respondent and the I. S. U. filed briefs with the Board. On January 11, 1938, the Board acting pursuant to Article II, Section 37, of National Labor Relations Board Rules and Regulations—Series 1, as amended, transferred the case to itself. Subsequently thereto the respondent petitioned for oral argument before the Board.

Pursuant to notice to all the parties, on February 24, 1938, a hearing was held before the Board in Washington, D. C., for the purpose of oral argument. The respondent, the N. M. U., and the I. S. U. were represented by counsel and participated in the oral argument. The respondent also filed a new brief.

Upon the entire record in the case, the Board makes the following:

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE RESPONDENT

The respondent, Peninsular and Occidental Steamship Company, is organized under the laws of the State of Connecticut and has its principal office and place of business in New Haven, Connecticut, and

maintains a regular place of business in Jacksonville, Florida. It is engaged in the transportation of passengers and freight between ports of Florida and Havana, Cuba, and maintains piers and terminal facilities for the loading and unloading of freight and passengers. The S. S. *Cuba* and S. S. *Florida*, operated by the respondent, are the principal means of transportation of passengers, mail, and express from eastern parts of the United States to Cuba. In its answer the respondent admits that its business "constitutes trade, traffic, commerce, transportation and communication among the several States of the United States and between foreign countries and the United States."

We find that the respondent is engaged in traffic, commerce, and transportation between the United States and a foreign country, and that the crews employed on the S. S. *Cuba* and S. S. *Florida* are directly engaged in such traffic, commerce, and transportation.

## II. THE ORGANIZATIONS INVOLVED

National Maritime Union of America is a labor organization affiliated with the Committee for Industrial Organization. It admits to membership all unlicensed seamen.

International Seamen's Union of America is a labor organization affiliated with the American Federation of Labor. It likewise admits to membership all unlicensed seamen.

## III. THE UNFAIR LABOR PRACTICES

On June 4, 1937, while the S. S. *Florida* was in dock at Miami, Florida, the employees in the deck department of that ship became interested in the N. M. U. and the representatives of the men in that department requested permission from the ship's officers and later from the respondent's port officials at Miami for the N. M. U. delegate, Marcus Elliott, to come on board the ship and talk to the men. At first the ship's officers and the respondent's officials refused to grant Elliott a pass, although the evidence is clear that they customarily granted passes to delegates of the I. S. U. to board the respondent's ships and to talk to the crews. Andrew R. Miller, the respondent's marine superintendent, attempted to justify this refusal to grant Elliott a pass by stating, "We had a smooth working union and did not care to butt in on it at the time." Later in the afternoon, shortly before sailing time of the S. S. *Florida*, the respondent's officials accompanied Elliott to the S. S. *Florida* and allowed him to talk to members of the crew. The respondent's officers granted Elliott a pass but by that time the members of the crew were not satisfied; they decided to shift from the I. S. U. to the N. M. U. and now demand that the respondent recognize the N. M. U., that it

bargain with the N. M. U., and that Elliott be permitted to transfer the union books of the crew from the I. S. U. to the N. M. U. before the ship sailed. This the respondent's officials refused to do, claiming that they already had a preferential shop contract with the I. S. U.<sup>1</sup> Because of the respondent's refusal, most of the members of the *Florida* crew went on a sit-down strike, and the ship did not sail.

The news of the sit-down strike on the S. S. *Florida* was communicated on June 6 to the crew of the S. S. *Cuba* which was then at Port Tampa, Florida. A majority of the members of this crew also decided to transfer their membership from the I. S. U. to the N. M. U. and to go on a sit-down strike for recognition of the N. M. U. Such a strike took place.

On June 7 the sit-down strike was settled through the intervention of a United States Department of Labor conciliator. Under the terms of the settlement the respondent agreed not to discriminate against any of the strikers and to permit N. M. U. delegates to board the ships while they were in port at such times when they would not interfere with the work of the crew. The S. S. *Florida* next sailed on June 8 and the S. S. *Cuba* on June 9. The respondent did not discharge any of the members of the crew and paid them for their time during the strike. The evidence clearly indicates that in the several round trips following the strike the crews acted efficiently and with proper discipline.

During the trips following the termination of the strike, the officers of the S. S. *Cuba*, in conversation with members of the crew, made remarks hostile to the N. M. U., and attempted to induce members of the crew not to join or to resign from the N. M. U. Clarie Laris, a seaman on the *Cuba*, testified that on one of the trips Captain Lord asked him if he was going to be a member of the N. M. U. or of the I. S. U., and when Laris told him that he was with the majority, the N. M. U., and was going to stay with the N. M. U., Captain Lord said, "That is a bad way to feel about it. You have been on here all this time. The N. M. U., all they want is to get you into the union and then get half your wages."

Julio Espinola, a member of the *Cuba* crew, testified that on the morning of June 19 First Mate Malone called him to his cabin and that there he found Nick Giosue, Jose Arnoso Tarente, and Alfreda Pena Blanco. Malone read to them from a magazine article about the N. M. U., which stated that the organization was nothing but a bunch of communists and reds. Malone added, "Don't pay any attention to them (the N. M. U. organizers). They are a bunch of aliens." Malone further told them that he would give them a chance to turn their N. M. U. books back for I. S. U. books and that was the only

<sup>1</sup> Respondent Exhibit No. 2.

way that they could keep their jobs. This testimony was confirmed by Nick Giosue.

Jose Maldonado Ortiz, a seaman on the *Cuba*, testified that on June 17, during a conversation with Captain Lord, the Captain, referring to Elliott, N. M. U. delegate, said, "Do you see that man that looks like a Russian? He can't speak English. These men are only trying to steal your money. That union is not going to last six months. . . . He (Elliott) is a liar because the delegate of the N. M. U. said he got 28 companies in that N. M. U. union and Mr. Miller (the respondent's marine superintendent) found out from New York that there are only three companies in that union." Ortiz further testified that on one of the trips to Havana, Malone read to him material from a book against the N. M. U. and told him that if he did not change over to the I. S. U. he would lose his job.

Frank Balbontin, a seaman on the *Cuba*, testified that four or five weeks after his discharge he met Captain Lord at Port Tampa, Florida, and that the Captain remarked, "Are you still with that bunch of the N. M. U. They are a bunch of anarchists and let me prove it to you, Frank. . . . Communist means that if I have two homes, they take one from me and give it to you. . . . I tell you, Frank, that union of yours, you know it is helping the government of Spain."

On June 19, while the S. S. *Cuba* was in Port Tampa, Florida, the respondent discharged the entire crew and subsequently failed to reinstate the N. M. U. members of the crew. The circumstances under which this discharge took place clearly indicate that the respondent was discriminating against members of the N. M. U.

Balbontin testified that on June 19 he overheard Smith and Pitman, the I. S. U. delegates, and Dupree, Chief Engineer of the *Cuba*, talking to the engine room crew and that he heard Pitman telling the members of the engine room that an agreement had been made with the company for the crew to be paid off and that the I. S. U. would replace all the "phony" N. M. U. men on the ship. Balbontin further testified that he heard Dupree say, "That is right, boys. I back you up to do as Mr. Pitman says."

The S. S. *Cuba* engine room crew, which belonged to the I. S. U., notified Dupree that it would not sail with the N. M. U., and the record indicates that members of the engine room department went on a sit-down strike to enforce their demands. About 9:45 in the morning of June 19, Clarie Laris was asked by First Mate Malone whether he intended to side with the N. M. U. or the I. S. U. and when he said that he was going to stay with the N. M. U., Malone and Russell, the Quartermaster, told him that the I. S. U. was going to sit down and refuse to sail the ship with N. M. U. men. Malone added that, if he did not side with the I. S. U., he would be fired.

About three o'clock that afternoon, Captain Lord informed the members of the crew that the ship would be tied up indefinitely and that the entire crew was discharged and that the men were to be paid off. Some of the members of the deck department told the Captain that they did not believe that the ship was going to be tied up and refused to accept their discharges and their pay. The Captain replied that he had his orders from the company. Shortly thereafter a rain squall was coming down and at the Captain's request the men put out extra lines to secure the ship to the dock. Some of the men informed the Captain that they did not live at Port Tampa and that it would be a hardship to them if they could not sleep on board the ship that night; and testimony of several members of the crew was that Captain Lord gave the men permission to stay on board the ship that night. However, about an hour later Captain Lord returned with a United States Customs Officer and said that he wanted to ask them in the presence of a witness to take their pay and belongings and leave the ship. Again the members of the crew told him that they did not believe the ship was going to be tied up indefinitely. About nine o'clock that evening Captain Lord and one of the respondent's officials returned with the local sheriff and a group of deputy sheriffs; and again Captain Lord ordered the men to leave the ship. The sheriff told the members of the crew that they were trespassing on private property and asked them to vacate the premises. Inasmuch as some of the members of the crew could not readily understand English, Clarie Laris began to translate the remarks of the sheriff into Spanish for their benefit and while he was doing so Malone came up with a gun in his right-hand side pocket and said, "You are in the United States. Stick to your own damn language, you bunch of communists." Although the men refused to leave the ship voluntarily, they permitted themselves to be arrested without violence and were accompanied by the deputy sheriffs to the county jail. Not one of the engine department members was included among those who were arrested. Only the N. M. U. members of the crew were arrested. The case was tried before County Judge G. H. Cornelius of Hillsboro County, Florida, on June 22, on the charge that the arrested members of the crew had been ordered to depart from and to surrender possession of the ship, that they had failed and refused to do so, and that they had with malicious and mischievous intent withheld its possession from its lawful owner. The charges against the members of the crew were dismissed by the Court.

Although Captain Lord stated that the entire crew was discharged, nevertheless, the ship's officers remained on board during the night of June 19. The members of the engine room crew, although they had originally participated in a sit-down strike against the N. M. U.

members of the crew, were also asked to stay on board the ship to put the machinery in order for the purported indefinite tie-up of the ship.

The next day, June 20, the I. S. U. delegate, Smith, advised the respondent's officials that he could recruit a new crew for the S. S. *Cuba*. The respondent gave Smith authority to go ahead and signed up the crew recruited by the I. S. U. delegate; the respondent immediately ended the *Cuba's* purported indefinite tie-up and in a few days it again sailed for Havana.

On June 21, when the S. S. *Florida* arrived at Miami, the entire crew of this ship, who were at this time almost exclusively members of the N. M. U., were discharged under circumstances similar to those recounted above in connection with the S. S. *Cuba*. Paul Arduin, seaman on the S. S. *Florida*, testified that on that morning after the ship had docked, the boatswain of the ship notified him that First Mate Donovan had instructed him to call all the men of the deck department to a meeting to be held immediately on the promenade deck. When the men assembled there, there were two I. S. U. delegates, Smith and Pitman, present. Smith addressed them, stating that he was a representative of the I. S. U., that the respondent was behind him, and that all of the members of the crew knew what had happened to the crew of the *Cuba*. He warned them that unless they changed from the N. M. U. to the I. S. U. they would be discharged from the ship, and that if they refused to leave the ship they "should be run off the ship by the law and put in jail," as had been the members of the *Cuba* crew. These remarks were made in the presence of First Mate Donovan, who immediately told the members of the crew that his orders were from Mr. Miller, marine superintendent of the respondent, that they were to change from the N. M. U. to the I. S. U. immediately or be discharged from the ship. He requested those who did not wish to make the change to step forward so that their names could be taken down by Atchison, second officer, who was also present. The members of the deck department stepped forward in a body, accepted their discharges, packed their belongings, and peacefully left the ship. Arduin remarked to Donovan that he had understood that there were a couple of men who were to be fired from the ship any way for union activity and Donovan replied, "There were more than a couple of you agitators who were to be fired."

Cristobal Ors, a steward on the *Florida*, testified that, just before the second steward discharged the members of the steward's staff, he heard the chief steward state, "It looks bad for you and everybody. If you want to change to the N. M. U. you will get fired."

Enrique Bazo, a seaman on the *Florida*, testified that before his discharge, Chief Engineer Russell told him that he would have to join the I. S. U. or be discharged.

Jesse Taylor, a seaman on the *Florida*, testified that, when he was discharged by Chief Purser Lee, Lee admitted to him that he had heard a conversation between Miller and Captain Harrington that they were going to discharge all the employees of the crew and hire back those who wished to come back as I. S. U. members. Lee did not testify.

Phillip Montero, a waiter on the S. S. *Florida*, testified that he overheard Miller, Chief Engineer Russell and First Mate Donovan talking to the I. S. U. delegates in the ship's lobby and heard Donovan say, "Well, this is one time we will break the N. M. U. If they don't come into the I. S. U. they will be without a job." J. M. Hall, an oiler on the S. S. *Florida*, who testified on behalf of the respondent, admitted on cross-examination that when he was discharged by the chief engineer, he was told that everything was settled and if he cared to go back to work he could do so. Hall returned to work the next day.

First Mate Donovan, Chief Steward McCoy, and Chief Engineer Russell testified that they never told any of the crew that they had to remain members of the I. S. U. in order to retain their jobs with the respondent. However, the weight of the evidence leads us to conclude that the ship's officers did make remarks to members of the crew that were openly hostile to the N. M. U. and that indicated that their discharges were due to their shift from the I. S. U to the N. M. U.

On June 22, as in the case of the S. S. *Cuba*, the I. S. U. representatives informed the respondent that it could supply a crew of I. S. U. members and again, as in the case of the S. S. *Cuba*, the respondent changed its mind about indefinitely tying up the ship and accepted the crew recruited by the I. S. U. In a few days the S. S. *Florida* sailed again.

The respondent endeavors to justify its wholesale discharges of N. M. U. members of the S. S. *Florida* and S. S. *Cuba* crews on several grounds. The respondent alleges that under the shipping articles signed by members of the crew, the employment of the crew automatically terminated at the conclusion of each round trip. However, regardless of any technical interpretation that may be given to the phraseology of the shipping articles, the record is clear that the respondent did not make a practice of terminating the employment of the crew at the conclusion of each voyage. The S. S. *Florida* and S. S. *Cuba* make trips from Florida to Cuba two or three times a week and the same crews are kept on from one trip to the next. The employment records<sup>2</sup> of the crew members for both ships introduced by the respondent clearly indicate that the same men have worked

<sup>2</sup> Respondent Exhibit Nos. 5 and 8.

on these two ships for a considerable length of time. The respondent does not require members of the crew to sign new shipping articles for each voyage. Before their respective discharges, the last shipping articles signed by the crew of the S. S. *Cuba* were on May 17, 1937, and of the S. S. *Florida* on May 28, 1937.

The respondent places considerable emphasis upon the sit-down strikes that had occurred on the S. S. *Florida* and S. S. *Cuba* during the early part of June. The record is clear, however, that the respondent did not discharge its employees because of those strikes. In the settlement of those strikes the respondent agreed not to discriminate against the strikers and, in fact, paid them for their time during these strikes.

The respondent contends that the ship's officers had developed the feeling that the crews on the two ships were no longer "safe." The respondent introduced evidence upon which it bases a conclusion that the members of the crews of these ships were contemplating another series of sit-down strikes and possible sabotage. The evidence thereon is not convincing. Moreover, Scott M. Loftin, vice-president and general counsel of the respondent, admitted on cross-examination that the respondent had no objection generally speaking to the competency of the crews. Earl C. Jackson, third officer of the S. S. *Florida*, admitted on cross-examination that from the termination of the sit-down strike until the discharges on June 21, the men did their work properly and their attitude was friendly. G. E. Russell, Chief Engineer of the *Florida*, admitted on cross-examination that during that same interval the men performed their duties satisfactorily.

The respondent further contends that the difficulties arose out of a jurisdictional dispute between the N. M. U. and the I. S. U. and that it could do nothing else than discharge the crews of the two ships. In support of this argument, Scott M. Loftin emphasized in his testimony the fact that the I. S. U. engine room men on the *Cuba* refused to sail with the N. M. U. men and that it was much more difficult to replace engine room men than the stewards, who were the backbone of the N. M. U. movement on the S. S. *Cuba*. The record, however, is clear that the respondent made no effort whatsoever to replace the I. S. U. engine room men who refused to sail with the other members of the crew. Moreover, the respondent's argument does not take account of the discharges on the S. S. *Florida* where apparently the entire crew belonged to the N. M. U., where there was no clash between I. S. U. and N. M. U. men on board, and where, nevertheless, the entire crew was discharged.

And finally the respondent attempts to justify its discharges on the ground that they were required under the terms of an unexpired

contract entered into in the spring of 1936 with the I. S. U. Article II, Section 1, of this agreement provides, "It is understood and agreed that as vacancies occur members of the International Seamen's Union of America who are citizens of the United States shall be given preference of employment, if they can satisfactorily qualify to fill the respective positions; provided, however, that this section shall not be construed to require the discharge of any employee who may not desire to join the union, or to apply to prompt reshipment or absence due to illness or accident."<sup>3</sup> This contract thus affords no basis for reaching the conclusion that the respondent was required to discharge members of the N. M. U.

We find that the above actions of the respondent constitute interference, restraint, and coercion of employees in the exercise of their right to self-organization guaranteed in Section 7 of the Act and that the members of the crew of the S. S. *Florida*, listed in Appendix A, and the members of the crew of the S. S. *Cuba*, listed in Appendix B, were discharged for the reason that they had joined and assisted the N. M. U.

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

We find that the activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate and substantial relation to trade, traffic, commerce and transportation among the several States and with foreign countries, tending to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. THE REMEDY

As we have found that the crews of the S. S. *Cuba* and the S. S. *Florida* were discharged because of the respondent's unfair labor practices, we shall order the respondent to offer them reinstatement; and we shall award them back pay from the dates of their discharges to the dates on which the respondent offers them reinstatement, less any amounts earned by them in the meantime. The record shows that the unlicensed personnel, in addition to monetary wages, received from the respondent their maintenance on shipboard. Accordingly, in determining the amount of back pay to be awarded to each discharged employee of the respondent, we shall order that the reasonable value of his maintenance on shipboard be added to the amount of his monetary compensation from the respondent.

Upon the basis of the foregoing findings of fact and upon the entire record in the proceeding the Board makes the following:

<sup>3</sup> Respondent Exhibit No. 2.

## CONCLUSIONS OF LAW

1. National Maritime Union of America and International Seamen's Union of America are labor organizations within the meaning of Section 2 (5) of the Act.

2. The respondent, by interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

3. The respondent, by discriminating in regard to the hire and tenure of employment of the members of the crew of the S. S. *Florida*, listed in Appendix A, and of the members of the crew of the S. S. *Cuba*, listed in Appendix B, and thereby discouraging membership in a labor organization, has engaged in unfair labor practices within the meaning of Section 8 (3) of the Act.

4. The aforesaid labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

## ORDER

Upon the basis of the above findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent; Peninsular and Occidental Steamship Company, Jacksonville, Florida, and its officers, agents, successors and assigns shall:

1. Cease and desist from in any manner interfering with, restraining or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act;

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Offer to the members of the crew of the S. S. *Florida* discharged on or about June 21, 1937, and listed in Appendix A, and to the members of the crew of the S. S. *Cuba* discharged on or about June 19, 1937, and listed in Appendix B, immediate and full reinstatement to their former positions without prejudice to their seniority or other rights and privileges, discharging if necessary those who have been hired to replace the above-mentioned individuals;

(b) Make whole members of the crew of the S. S. *Florida* discharged on or about June 21, 1937, and listed in Appendix A, and the members of the crew of the S. S. *Cuba* discharged on or about June

19, 1937, and listed in Appendix B, for any losses of pay they may have suffered by reason of the respondent's discriminatory acts, by payment to each of them of a sum of money equal to that which each would normally have earned—including therein the reasonable value of his maintenance on shipboard—from the date of his discharge to the date of the respondent's offer of reinstatement, less any amount earned by each during that period;

(c) Post immediately notices to its employees in conspicuous places throughout its ships, stating that the respondent will cease and desist as aforesaid;

(d) Maintain such notices for a period of at least thirty (30) consecutive days from the date of posting;

(e) Notify the Regional Director for the Fifteenth Region in writing within ten (10) days from the date of this order what steps the respondent has taken to comply herewith.

#### APPENDIX A

Members of the crew of the S. S. *Florida* who were discharged and whose reinstatement is herein ordered:

James Sheppard	Jose Penedo
James Feurtado	Cecil Curry
Benjamin Greene	Joe Cruz
George Perry	Alejandro Picos
Albert Roberts	Enrique Bazo
Eugene Roberts	Wilmer Wahl
William Acheson	Frank Watkins
John Saunders	James G. McCoy
Paul Holm	Cristobal S. Ors
Melandros Houles	Enrique Torres
Faustino Lamelas	Gerald Ayala
Celestino Garcia Gomez	Nick Villaverde
Antonio Houles	Jose Lopez
Thomas Borden	Jose Alvarez
Lambert Tatus	Cipriano Jiminez
Metro Kosko	Jose Seara
James Ochandarena	Fernando Galon
Antonio Castro	Gilberto Hernandez
Seymour Kay	Manuel Lopez
Harold L. Hanson	Manuel Varela
Paul Arduin	Manuel Vidal
Maurice Shuman	Sixto Smith
Emilio P. Rey	Beneto Candamio
Juan Manso	Jose Pescador

Francisco Rodriguez  
 Robert Piercy  
 William Diaz  
 Archie James  
 Ramon Meilan  
 Ricardo Heria  
 Valentin Nunez  
 Felix Valdes  
 Juan Barrera  
 Avelino Fernandez  
 Jose Garcia Rivero  
 Phillip Montero  
 Anthony Diaz  
 Sam H. Sonner  
 Christ Jensen  
 Quintin Quintero  
 Pastor Villa  
 Jose Menendez  
 Maximo Martinez  
 Mateo Campo  
 Jose Castano  
 Placido Diaz  
 Segundo Menendez

Felix Perez  
 Genaro Cuervo  
 Ricardo Comes  
 Manuel Garcia  
 Miguel Alonso  
 Armando Lemuz  
 Benito Mendez  
 Ramon Santana  
 Charles Reyes  
 Rogelio Cruz  
 Delio Coto  
 Delio Bazo  
 Manuel Iglesias  
 Laureano Garcia  
 Mario Sibilia  
 Jesse R. Taylor  
 Alfred Schulz  
 Louis Seara  
 Octavio Gonzalez  
 Rafael Silva  
 Oliverio Fernandez  
 Rogelio Bazo  
 Paul Lowe

## APPENDIX B

Members of the crew of the S. S. *Cuba* who were discharged and whose reinstatement is herein ordered:

R. D. Collins  
 Alfredo Pena Blanco  
 Nick Giosue  
 Humbert Carvalho  
 B. Montejo  
 Jose Arnoso Tarente  
 Tony Montero  
 Jose Rodriguez  
 H. A. Fitch  
 Clarię Laris  
 Jose Maldonado Ortiz  
 Emmett Garcia  
 Julio Espinola  
 Jack Danile  
 Norberg Diaz  
 Raul Cuesta

Frank Balbontin  
 Herminio Fernandez  
 Manuel Garcia  
 Joseph Ansotegui  
 Robert Menendez  
 Venancio Garboso  
 Manual Vascos  
 Rafael Fernandez  
 Richard Gonzales  
 Guillermo Diaz  
 Jesus Garcia Fernandez  
 Manuel Fernandez Garcia  
 Manuel Barros  
 Abelardo Diaz  
 Ralph Russell  
 Emilio Casado

Agustin Villaverde  
Tony Prieto  
Raimundo Cruz  
Francisco Maya  
Eugenio Estevez  
Stanley Oropesa  
Oscar Cruz  
Edward Roig  
Ernesto Costillo  
Wenceslao Garcia

Antonio Orrantia  
Antonio Trigo  
Manuel Lopez  
Bert Matcovitch  
Ray Matcovitch  
Jose Ramirez  
Jose Folgueira  
Frank Rivas  
Joe Casanovas