

United States Court of Appeals  
FOR THE DISTRICT OF COLUMBIA CIRCUIT

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No. 06-5147

September Term, 2006

FILED ON: APRIL 2, 2007 [1032513]

AMERICAN CARGO TRANSPORT, INC.,  
APPELLANT

v.

RANDALL L. TOBIAS,  
ADMINISTRATOR UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT AND  
SEAN CONNAUGHTON, MARITIME ADMINISTRATOR DEPARTMENT OF TRANSPORTATION,  
APPELLEES

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Appeal from the United States District Court  
for the District of Columbia  
(No. 05cv01452)

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Before: RANDOLPH and KAVANAUGH, *Circuit Judges*, and WILLIAMS, *Senior Circuit Judge*.

**J U D G M E N T**

This case was considered on the briefs and appendix filed by the parties. *See* Fed. R. App. P. 34(a)(2); D.C. Cir. Rule 34(j). It is

**ORDERED AND ADJUDGED** that the judgment of the District Court be affirmed. American Cargo Transport, Inc. (ACT) appeals from the District Court's grant of summary judgment in favor of the United States Agency for International Development (USAID). ACT, a U.S.-flag shipper, asserted that it was entitled to a preference over a foreign shipper in bidding on a contract for transportation of emergency food supplies to Somalia. USAID asserted that under its emergency authority it could select a foreign shipper, and it did so. *See* 7 U.S.C. § 1722(a). ACT contends that USAID's action was arbitrary, capricious, and contrary to federal law favoring U.S.-flag shippers in cargo carriage. *See* 5 U.S.C § 706(2)(A).

In *Crowley Caribbean Transport, Inc. v. United States*, 865 F.2d 1281 (D.C. Cir. 1989), this Court rejected a disappointed shipper's challenge to USAID's conduct under similar emergency authority. The statute examined there gave USAID emergency authority to arrange

international disaster relief notwithstanding *any* other provision of law – including, we decided, cargo preference law. *Id.* at 1282-83. Because 7 U.S.C. § 1722(a) has a “[n]otwithstanding any other provision of law” clause materially identical to the one examined in *Crowley*, our decision in that case squarely forecloses ACT’s claim here. The District Court’s grant of summary judgment was therefore proper.

Pursuant to D.C. Circuit Rule 36, this disposition will not be published. The clerk is directed to withhold issuance of the mandate herein until seven days after resolution of any timely petition for rehearing or rehearing en banc. *See* FED. R. APP. P. 41(b); D.C. CIR. R. 41.

**PER CURIAM**  
**FOR THE COURT:**  
Mark J. Langer, Clerk

BY:  
Michael C. McGrail  
Deputy Clerk