

Arthur Byne, Jan 1925

5-A-44-06

COPY

*Original mailed
Mr Hearst Jan 26, 25*

*Shipment sent to Security-
unclaimed warehouse -*

Feb 2 - 1925

, 1925

Miss Julia Morgan,
Merchants Exchange Bldg.,
San Francisco, Cal.

Dear Madam:

We forwarded, in bond, by the Panama Pacific Line,
per S.S. Kroonland, which sailed from here on the 8th instant,
ADDRESSED, 25 cases antique furniture, which we received from
Mr. Arthur Byne, Madrid, Spain.

We have consigned the shipment to our order, and
attached bill of lading to a draft drawn on you at sight, for
the amount of charges as below.

Our instructions from abroad were to the effect that
Mr. McGregor, of W.R. Hearst's office, this City, would attend to
payment of charges. We have been trying for over three weeks to
get settlement, but without success. We therefore took the
liberty of drawing on you at sight for the charges.

Yours truly,

Tice & Lynch, Inc.

(Signed) J.A. Weber

Customs entry & forwarding	\$ 10.00
Collection- Garrouste, Madrid ...	1344.00
Messenger to steamer	1.50
Retaining shipment on wharf	25.00
Cartage	60.00
Collection	2.00
	\$1442.50

*Vouch #48
IAHF*

COPY

*Original mailed
Mr Hearst Jan 26, 25*

TICE & LYNCH, INC.
Custom House Brokers
21 Pearl Street, New York

January 19, 1925

Miss Julia Morgan,
Merchants Exchange Bldg.,
San Francisco, Cal.

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21 Pearl St., New York.

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San Francisco, Calif.

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and attached bill of lading to a draft drawn on you at
sight, for the amount of charges as below.

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that Mr. Mc Gregor, of W. R. Hearst's office, this
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success. We therefore took the liberty of drawing on
you at sight for the charges.

Yours truly,

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Signed J.A. Weber.

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Retaining shipment of wharf	25.00
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Collection	2.00
	<u>\$1442.50</u>

Mailed to Mr. Mc Gregor.
Feb 7, 1925.

File

ARTHUR BYNE
PASEO DE LA CASTELLANA, 19
CABLE ADDRESS, STAPLEY
MADRID

Cairo, Egypt,
January, 20th,
1 9 2 5

Miss Julia Morgan,
Merchants Exchange
San Francisco

Dear Miss Morgan;

In response to my appeal throughout all Spain for material suitable to your purpose I am just now beginning to receive answer. As is usually the case in such matters much that is brought to one's attention is quite useless.

However I am enclosing photographs of a set of six very remarkable columns with their capitals. I think I may say they are the finest thing of the sort I have ever seen on the market. They originally came from Alcala de Henares, the very seat of Spanish Renaissance, and it would not surprise me in the least if the capitals were by the hand of Berruguete himself. I regret that I have not the exact height of the columns (which the owner neglected to send) but as I recall them they are ten or eleven feet height - cap included.

The first asking price was 20,000 pesetas (nearly 3000 dollars) which I thought much too high, for which reason I did not write to you at the time. This has now been reduced to 15,000 pesetas now (exactly 2000 dollars) which I think a very fair price considering the great merit of the capitals. This sum does not include my commission however, which, as usual, would be ten percent. I have asked for an option on these so may I ask you to cable me BUY COLUMNS if you think favorably. We can be reached care of Thomas Cook, Cairo, until March first - after that Madrid. 2200.00

As soon as other matters of interest are brought to my attention I will let you know. With kindest greetings, believe me,

Sincerely,

Arthur Byne

ARTHUR BYNE
PASEO DE LA CASTELLANA, 19
CABLE ADDRESS, STAPLEY
MADRID

Hotel Semiramis,,
Cairo, Egypt

January 28th, 1925

Miss Julia Morgan,
Merchants Exchange,
San Francisco

Dear Miss Morgan;

I believe I forgot to mention in my last letter that my wife has sent you a copy of her last book - "Spanish Linens and Embroideries", which she asks you to accept with her compliments; further she asks you to look with lenient eye on any typographical errors, the English and Spanish editions having been printed together in Madrid. (the experiment has been so tedious and unsatisfactory that we are not likely to repeat it). We ourselves have not yet seen a copy but we fear the worst.

We wonder if we are indebted to you for speaking to Mr. Laurvik of the San Francisco Museum. He has just written us a letter in which he says it is quite possible that his Museum would consider purchasing the Almenas Collection (which I once brought to your attention for Mr. Hearst's consideration). Never having known Mr. Laurvik, nor even had any correspondence with him we were somewhat surprised at the confidence displayed in us in regard to a possible purchase of great importance. For this reason your intervention occurred to us; if this is the case we are again very much in your debt. To be sure over a year ago I sent out a circular letter to a number of Museums but as this evoked no response I conclude that somebody must have brought up the matter again.

We are shortly returning to Spain where I hope to more actively search out some of the things you are interested in. With kindest wishes,

Very sincerely,

Arthur Byn

AC. FRIEDENBERG
PRES.

TELEPHONE {10329 BOWLING GREEN
10330

CHARLES FRIEDENBERG
VICE PRES.

CABLE ADDRESS
"JACBERG" NEW YORK
A.B.C. CODE.

BOSTON, MASS.

EXPORT
IMPORT

PHILADELPHIA, PA.

AGENTS AND
CORRESPONDENTS
THROUGHOUT THE WORLD



HUDSON FORWARDING & SHIPPING CO., INC.

CUSTOM HOUSE BROKERS AND FORWARDING AGENTS

HOUSEHOLD GOODS, WORKS OF ART AND AUTOMOBILES SHIPPED TO ALL PARTS OF THE WORLD.

ALL INFORMATION PERTAINING TO CUSTOMS REGULATIONS FURNISHED ON APPLICATION.

17 STATE STREET, NEW YORK.

Jan. 31st, 1925.

In reply refer to No. _____

Miss Julia Morgan,
Merchants Exchange Bldg.,
San Francisco, Calif.

Dear Madame:

Upon request of Miss Schrader of Mr. Hearst's office, we have made search for original bills of lading covering 25 cases of antiques which arrived on the s/s "Cabo Villano", and it appears that the shipment in question was re-forwarded from this end, in bond, to San Francisco without the original bills of lading going forward, and which bills of lading were in the possession of Messrs. Tice & Lynch at this end awaiting payment of draft that they passed through a bank at New York. We understand that the draft has been paid, and the original bills of lading have been sent over to us, which, we herewith enclose to you, and for which, we await your acknowledgment.

Relative to the consular invoice which covers this shipment, search is being made for same at the present time, and would suggest that you have your brokers in San Francisco go to the Custom House and try to secure the triplicate copy of the Consular Invoice which should be on file in the Collector's of Customs' Office. The consular invoice was very likely certified at Madrid, Spain about the early part of November or the latter part of October, and with this information, it might be possible to secure the triplicate copy at the Custom House for Customs entry until the original is located.

Respectfully yours,

HUDSON FORWARDING & SHIPPING CO. INC.

ENCL.
JF:S

B/S Recd Feb 4

DUPLICATE EXPENSE BILL
To PANAMA PACIFIC LINE, Dr.

PACIFIC STEAMSHIP COMPANY, General Freight Agents, Pacific Coast.

For Account of the Panama Pacific Line and for separate account of all other Independent Carriers Interested
FOR TRANSPORTATION OF MERCHANDISE PAYABLE IN U.S. GOLD COIN

SAN FRANCISCO

JAN 28 1925

No. 144074

PORT

DATE

192

ORD SHIPPER N FY MISS JULIA MORGAN MERCHANDISE EXCHANGE

CONSIGNEE

ADDRESS

TICE & LYNCH INC NYC

KROONLAND 2 1 8

NEW YORK SAN FRANCISCO

FROM

TO

(CONSIGNOR)

(OR PREVIOUS WAYBILL REFERENCE)

WAYBILL No.

1

JAN 8 1925

WAYBILL DATE

57

161

B/L No.

D/R No.

NO. PKGS.	ARTICLES AND MARKS	WEIGHT	RATE	FREIGHT	WHARFAGE	STATE TOLLS	ADVANCES	TOTAL
25	CS ANTIQUE FURNITURE 1/25 ADDR IT 38400	8489	250	212 23		66		212 89

RECEIVED PAYMENT FOR THE PANAMA PACIFIC LINE
and for Separate Account of All Other Carriers Interested.

ORIGINAL EXPENSE BILL must accompany claims for overcharge, loss or damage.

AGENT

PACIFIC MANIFOLDING BOOK CO., EMERYVILLE, CALIF.

ORDER B
ORIGINAL
TAMINGO

COLLECT

In accepting this bill of lading, the shipper, owner, and consignee of the goods and the holder of the Bill of Lading agree to be bound by all of its stipulations, exceptions, and conditions, whether written, stamped or printed, as fully as if they were all signed by such shipper, owner, consignee, or holder, any local customs or privileges to the contrary notwithstanding.

IN WITNESS WHEREOF, the master or agent of the said steamer has signed
Bills of Lading, all of this tenor and date, one of which being accomplished the others to stand void.

Freight rate applies from NEW YORK
To SAN FRANCISCO
Issued at NEW YORK
Date JAN 8 1925

PANAMA PACIFIC LINE

Per

THIS BILL OF LADING MUST BE SURRENDERED BEFORE DELIVERY

Inland Freight

Cartage

Insurance Premium

Toll Tax

Wharfage

Handling

Total

\$ 212 23

(Continued from other side.)

that the carrier shall not be liable for splits, dog holes, shakes, stains, number or logs.

that where grain is stowed together with other grain without other from the same or another shipper, each bill of lading shall bear on of loss and/or damage, if any.

ALSO, that unclaimed goods not otherwise accounted for shall, at carrier's be apportioned to the different consignees of like goods, according to the es, and be accepted as good delivery to the extent thereof, and if any consignee shortage in marks or numbers called for herein, unclaimed goods of like

kind but of different marks or numbers shall, at carrier's option, be deemed to constitute a part of the goods and be accepted by consignees and/or assigns as good delivery hereunder.

27. ALSO, in no case shall the total liability of the carrier to all claimants in respect of damages arising from any one casualty exceed the value of the owner's interest in the steamer, or her wreck and pending freight.

28. ALSO, that nothing herein contained shall deprive the carriers of the right to claim the benefit of any American or other statutory exemption from or limitation of liability.

29. NOTIFICATION CLAUSE.—Also, no claims shall, under any circumstances whatever, attach to the steamer or her owners for failure to notify consignees of arrival of goods.

S. S. KROONLAND Voy. No. 218 B/L No. 57

Shipped by TICE & LYNCH INC NYC 161

Consigned to { Order of TICE & LYNCH INC
Notify MISS JULIA MORGAN

NOT INSURED unless endorsed in this space

Address MERCHANTS EXCHANGE SAN FRANCISCO CALIF

Port of Discharge SAN FRANCISCO

Via _____

MARKS AND NUMBERS	QUANTITIES	CLASS AND CONTENTS OF PACKAGES	WEIGHT	RATE	FREIGHT AND CHARGES	
1/25 ADDR.	25	CSES ANTIQUE FURNITURE IN BOND T 38400 CSES NOT STRAPPED	8489	250	212	23

ORDER BILL

ORIGINAL

COLLECT

In accepting this bill of lading, the shipper, owner, and consignee of the goods and the holder of the Bill of Lading agree to be bound by all of its stipulations, exceptions, and conditions, whether written, stamped or printed, as fully as if they were all signed by such shipper, owner, consignee, or holder, any local customs or privileges to the contrary notwithstanding.

IN WITNESS WHEREOF, the master or agent of the said steamer has signed _____

_____ Bills of Lading, all of this tenor and date, one of which being accomplished the others to stand void.

WC

Freight rate applies from <u>NEW YORK</u>	Inland Freight _____
To <u>SAN FRANCISCO</u>	Cartage _____
Issued at <u>NEW YORK</u>	Insurance Premium _____
Date <u>JAN 8 1925</u>	Toll Tax _____
<u>PANAMA PACIFIC LINE</u>	Wharfage _____
Per <u>[Signature]</u>	Handling _____
THIS BILL OF LADING MUST BE SURRENDERED BEFORE DELIVERY	Total \$ <u>212</u> <u>23</u>

NEW YORK, N. Y.
1 BROADWAY
BOSTON, MASS.
84 STATE STREET
PHILADELPHIA, PA.
BOURSE BUILDING
BALTIMORE, MD.
CHAMBER OF COMMERCE BUILDING
NORFOLK, VA.
FLATIRON BUILDING
CHICAGO, ILL.
327 SO. LA SALLE STREET

SAN FRANCISCO, CAL.
60 CALIFORNIA STREET
LOS ANGELES, CAL.
CITIZENS NATIONAL BANK BLDG.
PORTLAND, OREGON
101 THIRD STREET
SEATTLE, WASH.
L. C. SMITH BUILDING
TACOMA, WASH.
1111 PACIFIC AVENUE

RECEIVED, in apparent good order and condition for shipment by one of the steamers owned or operated by the PANAMA PACIFIC LINE, hereafter known as Carrier for shipment via Panama Canal, various packages said to contain merchandise (quality, quantity, gauge, weight, contents and value unknown), to be delivered in like good order and condition at port of destination, or as near thereto as steamer may safely get always afloat at all stages of the tide, with liberty for the Carrier, in its discretion, before or after shipment or loading, to ship the whole or any part of the goods by any other steamship or steamships, although prior or subsequent, either of this Line or any other Line, or independent steamers, with liberty in addition to any liberty expressed or implied in this bill of lading, for such steamship or substituted steamship, either before or after proceeding towards the port of destination, to proceed to or return to and stay at any ports or places whatsoever, including any in contrary directions to or out of or beyond the customary or advertised route, once or oftener in any order, backwards or forwards, for the purpose of trading, or for any other purposes whatsoever, and all such ports, places and sailings shall be deemed included in the intended voyage, and to carry goods of all kinds, dangerous or otherwise, and to carry Live Stock and/or cargo on deck.

The name of shipper and consignee and of the vessel and shipper's description and particulars of goods, the freight payable and port of destination are stated on the other side of this bill of lading.

Notwithstanding anything to the contrary that may be printed or written herein, all freights collectible under this bill of lading, including any short-paid freight, are payable in United States currency, without deduction.

THE PARTIES MUTUALLY AGREED that the steamer shall have liberty to sail to and from any port or ports; to tow and assist vessels in distress; to deviate for the purpose of saving life or property; that the carrier shall have liberty to convey goods by land or craft to and from the steamer, at the risk of the owners of the goods; and, in case the steamer shall put into a port of refuge, or be prevented from proceeding by any cause from proceeding in the ordinary course of her voyage, to transship the goods to their destination by any other steamer. Also that the carrier is at liberty at any time and place before or after sailing or after arrival at port of discharge to put the vessel in dry-dock for any purposes whatsoever, with the whole or any part of the cargo shipped hereunder on board, and such docking shall not be deemed a deviation.

(b) The carrier shall not be liable as carrier or otherwise for loss or damage occasioned by perils of the sea or other waters, by fire from any cause or where-soever occurring, by theft or pilferage, by barratry of the master or crew, or by act of God; by enemies, pirates or robbers; by arrest or restraint of princes, rulers, or people, riots, strikes, or stoppage of labor; by explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery, or appurtenances, or un-seaworthiness of the steamer, whether existing at time of shipment or at the beginning of the voyage; provided the owners have exercised due diligence to make the steamer seaworthy; by heating, frost, decay, putrefaction, rust, sweat, change of character, drainage, leakage, by stowage or contact with or by small, evaporation, leakage, escape of contents, or taint, of other goods the vessel being privileged to carry any other articles, although hazardous or contraband, by breakage, vermin, or by explosion of any of the goods, whether shipped with or without disclosure of their nature, or for any loss or damage arising from the nature of the goods or the insufficiency of the packages; nor for land damage; nor for the obliteration, errors, insufficiency, or absence of marks, numbers, address, or description; nor for risk of craft, hulk or transshipment; nor for any loss or damage caused by prolongation of the voyage; nor shall the carrier be concluded as to correctness of statements herein of quality, quantity, gauge, contents, weight and value.

(c) General Average shall be adjusted according to York-Antwerp Rules of 1890, and as to matters not therein provided for, according to usages at port of adjustment, and shall be adjusted at the port of New York or last port of discharge, at carrier's option. If the shipowner shall have exercised due diligence to make the vessel in all respects seaworthy and to have her properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from default or error in navigation or in the management of the vessel or from any latent or other defect in the vessel, her machinery and appurtenances, or from unseaworthiness, although existing at time of shipment, or at the beginning of the voyage (provided the defect or unseaworthiness was not discoverable by the exercise of due diligence) the shippers, consignees or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo and shall contribute with the shipowners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril. In case of salvage services rendered to aforesaid merchandise or treasure during the voyage by a vessel of the same line, such salvage services shall be paid for as fully as if such salving vessel or vessels belonged to strangers. Passengers' effects, if any, not to contribute in General Average, but claims for passengers' effects sacrificed to be allowed in general average, less their proper contribution in such case.

2. The shipment is subject to all the terms and provisions of the Act of Congress of the United States, approved February 13, 1893, entitled "An Act Relating to the Navigation of Vessels," etc., and of Sections 4282 to 4287, each inclusive, of the United States Revised Statutes. The carrier shall not be liable for gold or other precious metals, precious stones, bills, notes, or securities, documents, pictures, glass, china, silk, furs, laces or any of the articles enumerated in Section 4281 of the United States Revised Statutes, except in accordance with such Statute, and unless written notice of the character and value thereof at the time of loading has been given and entry thereof made on the bill of lading.

3. The freight on the cargo carried hereunder is regulated in consideration of all the terms of this contract and is based partly on the value of the cargo. Unless a greater value shall be declared and written in the bill of lading as a basis for adjustment of freight and freight paid thereon accordingly, the value of general cargo does not exceed \$500 per package, and of household goods or personal effects does not exceed \$5 per 100 lbs., and in computing any liability of the carrier, no value shall be placed thereon higher than \$500 per package of general cargo or \$5 per 100 lbs. of household goods or personal effects (but in no case higher than invoice value), or the proportionate part of such value in case of any partial loss or damage.

4. The carrier shall not be liable for any claim whatsoever unless written notice thereof shall be given to this carrier at its place of discharge within ten days after removal of the goods from the wharf or vessel, even though such removal be by customs authorities. No suit to recover under this bill of lading or in respect to the goods shall be maintained unless instituted within five months after shipment of the goods hereunder, notwithstanding the carrier may be a non-resident or foreign person. Nothing shall be deemed a waiver of the provisions of this section, unless an express waiver signed by the carrier.

in case of any loss or damage for which the carrier shall be liable, the insured shall to the extent of such liability have the full benefit and be subrogated to all the rights of the insured in respect of any insurance that may have been effected upon the goods or against said loss or damage and as well also of any payment or loan to insured by underwriters although repayable only out of recovery against the carrier notwithstanding the underwriters were not obligated to make such payment or loan.

6. If the goods are to be forwarded to a final destination shown in this bill of lading other than ship's port of discharge, the carrier will defray the ordinary transportation charges to such final destination, but only on the basis of the rates as quoted by the on-carrying line. This carrier's responsibility as carrier shall cease when the goods leave its custody at its port of discharge and such forwarding shall be subject to the terms of the on-carrier's bill of lading, this carrier acting solely as forwarding agent. In event of the usual means of conveyance from port of discharge to such final destination or the delivery of the goods thereat being delayed, impeded, interrupted or suspended, the carrier may in its sole discretion, forward the goods by other means and to the nearest available place, this to be considered a final delivery, or may store and warehouse the goods at port of discharge or other place and charges and expenses connected therewith, and any other charges incurred by the Steamship Company in addition to such ordinary expenses of carriage and transshipment shall be paid by the consignee, and the carrier shall have a lien on the goods until the same, with interest, and the expense of enforcing said lien, are paid.

7. ALSO, in the case of the entry of the port of discharge or communication therewith, rendering or being liable to render the vessel liable to quarantine at any subsequent port, or in case of the master or carriers considering the entry of any port, either from epidemic or otherwise, unsafe or injurious to the further prosecution of the steamer's intended voyage, the goods may be landed or put into lazaretto, hulk, lighter, or other vessel at any other available port the master or carriers may consider safe, at cargo owner's risk and expense, and thereupon the liability of the steamer or carrier hereunder shall absolutely cease. In the event of quarantine, the goods may be discharged on arrival into quarantine, depot, hulk, lighter or other vessel necessary for the ship's despatch, at the cargo owner's risk and expense, or the master may carry on the goods to the nearest convenient port and there land

them. Advices mailed to consignees, if named, or otherwise to shippers, shall be deemed, under this agreement, a due delivery of said goods.

8. ALSO, that if on account of weather, lockouts, labor troubles, strikes, whether of carrier's employees or others, earthquake, epidemic, interdict, prohibition of importation, riot, war or other disturbance, or any cause beyond the control of the carriers, or by reason of any of the excepted causes mentioned elsewhere in this bill of lading, it shall be impossible or unsafe, in the opinion of the master or carriers, to enter or to unload said goods, as a whole or part, at the port of discharge or delivery, the same shall be carried to a convenient port of discharge for transshipment to destination, or retained on board for delivery upon return at the master's or carrier's option, but at the risk and expense of the owner of said goods. If landed at the next convenient port, advices mailed to consignees, if named, or otherwise to shippers, shall be deemed, under this agreement, a due delivery of said goods.

9. ALSO, that the steamer may commence discharging immediately on arrival, without notice, and discharge continuously, any custom of the port to the contrary notwithstanding, the collector of the port being hereby authorized to grant a general order for discharge immediately on arrival; and if the goods be not taken from the steamer by the consignees directly they come to hand in discharging the steamer, the master or steamer's agent to be at liberty to enter and land the goods, or put them into craft or store at the cargo owner's risk and expense, when the goods shall be deemed delivered and steamer's responsibility ended.

10. ALSO, that shippers shall be liable for any loss or damage to steamer, cargo, lighter, wharf, or other property, whether owned by the steamship owner and/or carrier or not, caused by inflammable, explosive, or dangerous goods shipped without full disclosure of their nature, whether such shipper be principal or agent; and such goods may be thrown overboard or destroyed at any time without compensation. Extra charges, if any, for discharging, lighterage, or other expenses on dangerous goods, declared or considered as such by civil or military authorities or by the carrier, must be borne by shippers and/or consignees.

11. ALSO, that merchandise on wharf or lighter awaiting shipment or delivery is at cargo owner's risk of loss or damage not happening through the fault or negligence of the carrier, master, agent, or manager of the steamer, any local customs or privileges to the contrary notwithstanding. (c)

12. ALSO, that the steamer and carrier shall have a lien on and the right to sell the goods for all freights, primages and charges, including all previously unsatisfied freights, primages and charges due to the carrier from the owners or consignees in respect of other goods by the same or other steamers, whether payable in advance at port of shipment or not, and also for the cost of any necessary mending, baling, coopeage or repairs, and for any expenses or costs incurred, charges or moneys due, under any clause in this bill of lading, and also for all fines or damages which the steamer or cargo may incur or suffer by reason of the illegal, incorrect or insufficient marking, numbering or addressing of packages or description of their contents, and also for the costs and expenses of exercising any lien and of any sale of the goods. Freights, primages and charges and any other dues, costs, charges and expenses payable under this or any other clause of this bill of lading if not paid within seven days from the final discharge of the Ship, shall bear interest at the rate of 5% per annum until paid, and the lien and right of sale above mentioned shall be extended to secure payment of interest. Bills of lading must be made out in accordance with the prescriptions and regulations of Port, Customs and Consular authorities. Consular, Board of Health, or other certificates required to accompany the goods are to be procured by shippers, and any detention, charges or penalties accruing to steamer or cargo, owing to the want of such certificates, shall be borne by the shippers and/or consignees. Steamer will not be responsible for delay in the delivery of goods not plainly marked with the port of destination.

13. ALSO, that if any goods shall not be found during usual stay of the vessel at the port of destination or transshipment, they shall be sent back at the shipowner's expense but at the risk of the goods, and the shipowner shall not be liable for any loss, damage or delay by reason thereof. The shipowner shall not be liable for consequences of incorrect delivery, unless the packages shall have been distinctly and permanently marked by the shipper before shipment with the name of the destination.

14. (REFRIGERATOR CLAUSE.) ALSO, that the carrier does not undertake to carry any goods or articles in refrigerated or especially cooled or ventilated compartments, and shall not be liable for any loss or damage for failure so to do, unless such carriage is expressly stipulated for herein. Goods or articles carried in any such compartments are at the sole risk of the owner thereof, and subject to all the conditions, exceptions and limitations as to carrier's liability and other provisions of this bill of lading. And, further, the carrier shall not be liable for any loss or damage occasioned by the temperature, risks of refrigeration, accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof unless shown to have been caused by negligence of the carrier from liability from which the carrier is not exempt under the provisions of the Harter Act or the Canadian Water Carriage of Goods Act.

15. ALSO, that full freight is payable on damaged or unsound goods; but no freight is due on any increase in bulk or weight caused by the absorption of water during the voyage.

16. ALSO, that the steamer has the privilege of reweighing or remeasuring any goods where doubt exists as to the correctness of weights or measures, and freight shall be payable upon any excess weight or measurement. The expenses of reweighing or remeasuring shall be paid by the party in error.

17. ALSO, freight intended to be prepaid is fully and irrevocably earned upon receipt of the goods for shipment, and shall not be refunded in whole or in part if prepaid, and shall be payable without deduction if unpaid, in any circumstances whatsoever and whether or not the goods have been loaded or the voyage begun.

18. ALSO, that if on a sale of the goods at destination for freight, primage and charges, or other dues, costs, charges or expenses payable under any clause of this bill of lading and interest, the proceeds are insufficient, the carrier shall be entitled to recover the difference from the shipper.

19. ALSO, that single packages exceeding one ton in weight shall be liable to pay extra charges, if any, for loading, handling, transshipping or discharging; and in case of any damage or loss resulting to the steamer, cargo, lighters, cranes or hoisting tackle, owing to incorrect weight or no weight having been declared, the shippers and/or consignees of such cargo shall be responsible for such loss or damage.

20. ALSO, that this bill of lading, duly endorsed, shall, if required, be given up to the steamer's agent in exchange for a delivery order.

21. ALSO, that parcels for different consignees collected or made up in single packages addressed to one consignee pay full freight on each parcel.

22. ALSO, if any bagged or baled goods are landed slack or torn, the consignee shall accept a proportionate part of the sweepings and the same shall be deemed a full settlement of any claim for loss in weight.

23. ALSO, that for metal in slabs, bars, ingots, rods, hoops, plates, etc., or any other article not properly packed but shipped loose or in bundles, the carrier is not responsible for loss through breakage nor for the respective marks and/or weight and/or measurement, nor for loss of broken pieces.

(Continued on other side.)