

Morgan, Julia and Arthur Byne, Oct 1926

5-A-45-09

CLASS OF SERVICE DESIRED	
TELEGRAM	☒
DAY LETTER	☐
NIGHT MESSAGE	☐
NIGHT LETTER	☐

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT / GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206A

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

San Francisco October 1, 1926

Mr. C.A. McGregor,
c/o New York American,
238 William Street,
New York, N. Y.

JUST RECEIVED FROM BYNE CONSULAR INVOICE SHIPMENT FORTY CASES
TILE

Julia Morgan

Charge Julia Morgan
Merchants Exchange

Jul

October 1, 1926

Mattoon & Co.,
516 Battery St.,
San Francisco.

Gentlemen:

We hand you herewith "Consular
Invoice" for forty cases of tile, shipped
from Madrid on the Steamship "Skaneland".

Attached also is the "Shipper's
Declaration of Antiquity" for this ship-
ment.

Yours truly,

Julia Morgan

By

J. N. La Favour

LeF:F

Enc.2

INVOICE OF PURCHASED MERCHANDISE

R 492

Madrid September 1926

Invoice of Antiquedades purchased or agreed to be purchased by
Julia Morgan, of New York in bond San Francisco from Arthur Byne of
Madrid as per order accepted 13 de Julio de 1926
to be shipped per "Skaneland"

40 cajas conteniendo los siguientes

objetos, valor	27.500'00
Gastos de Madrid a New York	4.980'40
Consular Invoice	<u>17'50</u>
Total Ptas	32.497'90

Peso net o Libras 7304

" brute " 9741'6

Importa esta factura 4999'70 Dollars.

Signature of Seller or Shipper (Signed) Arthur Byne

INVOICE OF PURCHASED MERCHANDISE

Madrid Septiembre de 1926

Invoice of Antiguedades purchased or agreed to be purchased by
Julia Morgan , of New York in bond San Francisco from Paulino
Torres , of Madrid as per order accepted 17 de Enero de 1926
to be shipped per unknown

Adress 25 cajas conteniendo partes de
un techo 40.000'00
airling Embalaje 1.850'00
Seguro 800'00
Portes Madrid Grao 427'85
Consular Invoice 17'50
Total Ptas..... 43.095'35

Peso neto Libras 15230' 6

" bruto " 17270

Importa esta factura 6529' 60 dollars

Signature of Seller or Shipper

by (authorized agent) Paulino Torres

Sanville Caring
File to
hand

AMERICAN CONSULAR SERVICE

Madrid, Spain Septiembre de 1926

I Arthur Byne do hereby declare that I am the Seller of certain works of art, covered by consular invoice No. 492 certified before the American Consul at Madrid, Spain, on the 16th day of Septiembre 1926; that the following facts are true of said articles:

Description	Name of producer	Date & Place of Production	Name & Residence of person from whom acquired	Date when so acquired
(Tiles)				
1440 azulejos	Desconocido	Sigle XVII	) Antonio Gomez	
20' 40 metros.de zocalo azulejos	,, XVII	) Granada		16-I-926

I, ----- Clinton E. Mac Eachran ----- Consul of the United States at Madrid, Spain, do hereby certify that the above declaration was subscribed and sworn to (or affirmed) before me by ----- Arthur Byne ---- on this 16th day of September 1926 , and that the statements therein contained are true to the best of my knowledge and belief.

(Signed) Clinton E. Mac Eachran

Consul of The United States of America

File Dado

✓

October 2, 1926

Mattoon & Co.,
516 Battery St.,
San Francisco.

Gentlemen:

We hand you herewith Consular
Invoice and Shipper's Declaration of Anti-
quity, covering 25 cases containing a
wooden ceiling shipped from Madrid in
September, 1926.

Kindly notify us as soon as this
shipment has cleared the customs, and oblige

Yours truly,

Julia Morgan

By

J. H. Feaver

LeF:F
Enc.

ORIGINAL BILL OF LADING

192

FROM W. R. HEARST

to be forwarded in whole or

in part on STEAMER San*an SAN ANTONE

Carrier may employ, the packages enumerated hereon in apparent good order, except when otherwise noted—the value, weight, quantity, quality or condition of or contents of or the marks on said packages not being known to Carrier—the same to be so forwarded with such reasonable dispatch as general business of Carrier will permit to the port or landing of

(Here insert name of Steamer's place of delivery)

or so near thereto as safe navigation of such vessel or vessels shall then permit, and there at vessel's tackle and in like condition to be delivered unto below named consignee, or if said consignee be not on hand to so receive same or if said packages be destined beyond said last mentioned port or place, then to any lighterman or wharfinger or to any forwarder or other carrier for and instead of said consignee; and freight at tariff rates (unless otherwise agreed) and all charges advanced by Carrier and average shall be due and payable on any such delivery, and full freight charges to be so due and payable on all damaged or unsound packages; and to secure payment of such charges said packages are hereby pledged to Carrier. In no event shall Carrier be liable for loss of or damage to any package after it be unladen from vessel at above mentioned place of delivery. Liability of Carrier shall in no event be greater than that provided by Sections 4281, 4282 and 4283 of the Revised Statutes of the United States of America and an act of the Congress of said United States entitled "An Act relating to navigation of vessels, bills of lading, and certain obligations, duties and rights in connection with the Carriage of property" (the Harter Act, so called), approved February 13, 1893, and Carrier shall have all rights and benefits granted to ship owner or Carrier by Sections 2120, 2121, 2131, 2132, 2148, 2174 and 2176, Civil Code of the State of California, United States of America, and of all provisions of all sections of said Revised Statutes and all Acts of said Congress and all sections of said Code and all statutes of said state or of any state where claim hereon may be asserted, limiting or permitting a limitation of a ship owner's or Carrier's liability, together with the benefit of all Mexican or British or Dominion or Colonial or Provincial laws further limiting or permitting a limitation of such liability.

If the owner and/or charterer of the vessel on which said packages be laden shall have exercised due diligence to make said vessel in all respects seaworthy, properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from fault or negligence of the pilot, master or crew, in the navigation or management of the vessel, or from latent or other defects, or unseaworthiness of the vessel, whether existing at time of shipment or at the beginning of the voyage, but not discoverable by due diligence, the consignees or owners of the cargo shall not be exempted from liability for contribution in General Average, or for any special charges incurred, but with the Ship-owner, shall contribute in General Average, and shall pay such special charges, as if such danger, damage or disaster had not resulted from such fault, negligence, latent or other defect or unseaworthiness. General Average payable according to York-Antwerp Rules, 1890, and Antwerp Rule, 1903, or as Carrier may elect.

Carrier shall not be liable for gold, silver, precious stones, metal, jewelry or treasure of any kind, bank notes, securities, silks, furs, laces, pictures, plate, china, glass or statuary unless bills of lading are signed therefor in which their nature and value are expressed, and extra freight paid for the assumption of extraordinary risk. Shipper shall be liable for any loss or damage to ship or cargo caused by inflammable, explosive or dangerous goods shipped with or without full disclosure of their nature, and such goods may be thrown overboard or destroyed at any time without compensation.

It is agreed that if said packages be hereon consigned otherwise than "to Order" or "to Order of Shipper" that this instrument, whether Receipt or bill of lading, shall not be negotiable nor Carrier be required to secure a surrender hereof as a condition of delivery to consignee hereon named or as above provided and that when so consigned "to Order" or "to Order of Shipper" the name of party at place of delivery to be notified of arrival shall be given by shipper and be written hereon. If any of said packages contain dangerous or inflammable or explosive material the shipper and consignee shall each be liable to Carrier for all loss and damage resulting therefrom and Carrier or its ship master may jettison or destroy any such package without liability therefor.

IT IS EXPRESSLY AGREED that carrier and the master of vessel shall have, and each is hereby given, an option to save persons and property, sail without pilot, tow and assist vessels, lighter, surf, trans-ship, land and re-ship any or all of said packages; also an option to deviate and for any purpose and in any order or sequence sail to and stop and stay at any and all ports and places whether the same be in or out of any route toward said port of delivery and to there, at any such port or place, stop and deliver and or receive passengers and mails and/or freight for delivery either on her then or other or return voyage; and also an option to carry all or any of said packages beyond and/or away from said port of delivery to any other port or place and thence to said port of delivery.

Consigned to W. R. HEARST

Destination SAN SIMEON, CALIF.

Route

MARKS AND NUMBERS (As given by Shipper)	NO. PKGS.	DESCRIPTION OF ARTICLES (As given by Shipper)	WEIGHT (Subject to Correction)
	35	CS TILE	
		<i>Scovillian Tile Dads</i>	
		<i>(Frame lot of Byrne)</i>	
		<i>40 co</i>	
		<i>5 co still at appraisers</i>	
		OCT 2 1926	

**NOT INSURED—UNLESS ENDORSED IN
THIS SPACE**

Charges Advanced by Carrier \$

Value of Shipment stated by Shipper \$

Said packages were RECEIVED and are to be held and carried and delivered by Carrier and by each several succeeding Carrier, if any, subject to all the stipulations and conditions hereon AND ON THE REVERSE SIDE HEREOF and under which freight rates on said packages were adjusted and packages were RECEIVED for transportation and to all of which Shipper has agreed and hereby does agree; and every holder hereof shall be held bound thereby whether same be signed or unsigned by the Shipper.

W. R. HEARST

SHIPPER

(FOR CARRIER)

By

SIGNATURES BY INITIALS ONLY NOT ACCEPTED; NOR PRINTED SIGNATURES UNLESS SUB-SIGNED WITH FULL NAME OF SHIPPER'S AGENT.

RELEASE. Shipper, desiring to receive benefit of the rates provided by Carrier's current tariff that may lawfully apply when merchandise is shipped at a released or declared valuation, hereby stipulates that the goods covered by this bill of lading are each and all of the value of \$ _____ per _____ and that in no event shall Carrier be liable in excess of said last declared value unless it be shown that this Release stipulation is not lawful.

W. R. HEARST

SHIPPER

(1)

STIPULATIONS AND AGREEMENTS REFERRED TO ON FACE HEREOF AND ALL OF WHICH ARE AGREED TO BY SHIPPER

1. Carrier shall not be liable for any loss or damage resulting from Acts of God, perils of the sea or other waters, war, enemies, pirates, thieves, robbers, arrest or restraint of princes or rulers or people, acts or takings or claims or restraints of government or municipal or de facto officers, whether acting with or without lawful authority, legal process, attachments, quarantine and sanitary measures, barratry of master or crew, rising of passengers, claims of third parties, detention or accidental delay, riots, strikes, lockouts, stoppages of labor, stoppages in transit or claim of right thereto, fire or water on board vessel or on wharf or land or pier or in hulks or lighters or warehouses, or collapse of or destruction of, or damage to, wharf or pier or its coverings, present or future latent defects in, or breakage or fracture of, hull, shaft, propellers, fittings, fixtures, valves, pipes, machinery, boilers or appurtenances, or from explosion, bursting of boilers or pipes, collision with vessels or other structures or objects, stranding or wrecks or accidents of navigation; nor if Carrier and/or Charterer and/or Owner shall have exercised due diligence to make the vessel on which said merchandise is shipped in all respects seaworthy and properly manned, equipped and supplied, shall the vessel, Carrier, Owner, Charterers or Agents become, or be held, responsible for any loss or damage that shall result in whole or in part from unseaworthiness of the vessel, whether existing at the time of shipment or at the beginning of the voyage, or on the voyage, fault or error in navigation or management of vessel, or of its engines, boilers, winches, hoisting gear, fittings, fixtures, equipment, ports, hatches, dead lights, valves, cocks, pipes, tanks and their connections, and this whether such fault or error be before or after sailing or be in port or at sea, or from any other causes of what kind soever, ejusdem generis herewith or otherwise. Any omission to exercise such due diligence shall not be presumed, but the same must, if claimed or alleged, be proved by the Shipper or Consignee.

2. Carrier shall not be liable for loss in weight, blowing, drainage, leakage, seepage, breakage, wastage or loss of contents of any package, cask or receptacle; nor for loss or damage by breakage, drainage, seepage or leakage from any other package, cask or receptacle, change of climate, weather, floods, contagion or moisture received from such or other merchandise, shrinkage, effects of chafing, cutting of packages or contents, use of hooks, pressure, heat, whether internal or external, steam, ice, cold, frost, freezing, weather, sweat, decay, deterioration, putrefaction, fermentation, mould, evaporation, rain, water, spray, wetting, dampness, rust, vermin, rats, twisting or bending of metal shipped loose or in bundles; nor for loss or damage resulting from any burning or explosion of cargo, or from inaccuracy or omission of proper marks, addresses or description; nor for any loss or damage resulting from the nature of the goods, or incident to the transportation of same, or insufficiency of packages or cases; nor for injury or staining of wrappers, labels, cases or packages or contents of same however caused, or from stowage or contact with or smell or evaporation or taint from other goods, as all vessels carry general cargo and any lawful merchandise; and in no event shall Carrier be liable for loss of, or damage to, any such contents not specified herein, or for loss from package, or damage to merchandise shipped in tins, casks, crates, sacks, bundles, bales, or which shall consist in whole or in part of glass, crockery, queensware, porcelain, hollow ware, pictures, picture frames, stoves or other castings. Each package shall be by shipper legibly marked, and, if not so marked, a delivery of full number of packages of like supposed contents, without regard to quantity or actual contents, shall be a full discharge of Carrier's obligations hereunder, and if any of such packages shall be delayed or go astray, or be elsewhere landed because not properly marked, or contents not properly described, Carrier shall not be liable therefor. Live stock, all perishable property, all live freight and all merchandise packed in second-hand or weak cases, and all cargo carried on deck shall be at all times at owner's risk. Neither fault nor failure nor improper loading nor bad stowage nor improper custody nor want of due care nor improper delivery of merchandise by Carrier shall be presumed, but same must, if alleged, be proved by shipper or consignee.

3. The said packages shall be received by consignee at vessel's tackle immediately on her arrival at said first mentioned place of delivery without regard to weather; if consignee be not on hand to so receive packages as discharged, Carrier may deliver same to any lighterman or wharfinger or other party or person believed by Carrier to be responsible and who will take charge of said packages or the same may be kept on board or be landed on wharf or beach or bank or stored in hulks or put in lighters for the owner and at owner's risk and expense.

4. Advance charges shall be repaid to Carrier and prepaid freight retained by Carrier, whether vessel or merchandise be lost or not lost at any stage of entire transit, and if all freight and charges due Carrier be not paid within thirty days after arrival of vessel at said first mentioned port or place, Carrier may sell said merchandise at either public or private sale and as agent for and for account of owner and apply proceeds in payment of freight and all other charges, and if sum so realized be not sufficient to pay all such charges or if such sale be not made, the shipper shall on demand pay all such charges or make good such deficiency as the case may be; and shipmaster may at any time sell or dispose of perishable property when in his opinion same would become decayed or worthless before it could be delivered as herein provided, and if same be so sold or disposed of full freight thereon and all charges shall be paid by shipper.

5. Carrier shall never be liable for any loss of, or damage to, said merchandise, nor for any damage or loss suffered in connection therewith, unless its neglect or willful default is shown to have been the sole cause of the same. If Carrier becomes liable for any damage or loss to said merchandise, it shall have the benefit of all insurance on said merchandise, and of any payments made by or on behalf of the insurer thereof, whether under the guise of advances, loans or otherwise; and shall also have the benefit of all loans, the amount of which have been determined by the total amount or part of any loss or damage to said merchandise, made the owner by the insurer thereof, and induced by the existence of insurance upon said merchandise, and which are made repayable only in the event recovery of said loss or damage is had from the Carrier or said vessel. The right to any such insurance, advances or loans may be offset in the amount thereof by Carrier against a claim or suit for said loss or damage. Carrier shall not be liable for any loss which can be insured against. The person who delivered said merchandise to Carrier was authorized to sign this bill of lading for the shipper.

6. NOTE PARTICULARLY: All claims of shipper or consignee or other party in interest against Carrier or its vessels or the masters thereof for any loss of or damage to or conversion of or misdelivery of or delay in delivery of said packages or any thereof shall be in writing presented to Carrier or its Agent within thirty days from date of notice of any such loss or damage, etc., and arrival of vessel at port or place of delivery, or at any port in distress or earliest newspaper mention of loss or stranding of such vessel on voyage shall each be and fix the date of such notice; and if any such claim be not so presented within said thirty days, such claim shall be and by every court be held to have been released by shipper, owner and consignee and to be abandoned and barred; and no suit on any such claim so presented or to recover for any such loss or damage, etc., shall be maintained unless such claim be so presented and such suit be thereupon commenced and summons, or other process, be served on Carrier, or steamer be attached, within ninety days from and after the day and

date that the cause of action therein alleged accrued, and every suit not so commenced within said ninety days shall be and by every court be held to be barred, and all claims and demands against Carrier or steamer alleged by complaint or libel therein shall be so held to have been released by shipper, owner and consignee, and to be abandoned and barred; provided, that for shipments moving under the jurisdiction of the Federal "Acts to Regulate Commerce" the periods of limitation for the presentation of claims and the commencement of suits as above provided for shall be those prescribed by said Acts; and on such shipments, every such claim not so presented and every suit not commenced within the respective periods prescribed therefor in said Acts shall be and be held by every court to be abandoned and barred.

7. It is expressly agreed that, so far as Carrier is concerned, the value of the property shipped hereunder is the bona fide invoiced price, if any, to the consignee (including the freight charges if prepaid) at the time and place of shipment, and claims for loss of or damage to any of said packages or for conversion thereof shall in no event exceed the sum of \$100.00 for loss of or damage to or for conversion of any one of said packages, unless a greater value has been declared in writing to the Carrier before the issuance of this Bill of Lading.

8. On the happening of any of the contingencies excepted in this bill of lading, or if vessel be disabled, or if navigation be obstructed and/or vessel be prevented from proceeding to destination in the usual course of navigation at customary dispatch, Carrier may forward said merchandise to port of delivery by other conveyances or vessels at option of its shipmaster or officers or agents and shall receive additional compensation for such service when rendered, whether performed by its own vessels or those of strangers; and if salvage services be rendered to shipper or said merchandise by servants of said vessel or other vessels of Carrier, such service shall be as fully paid for as if rendered by strangers.

9. Carrier is not and shall not be required to deliver said packages at port of delivery at any particular time or to meet any particular market or in time for any particular use.

10. Carrier's vessels are not warranted seaworthy save in so far only as exercise of due care by Carrier in the selection of its agents and superintendents and their attention to their duties and their selection and appointment of ship masters and officers and engineers and crew have secured or may secure it.

11. If by quarantine steamer be prevented from discharging said merchandise or any thereof at said place of delivery, Carrier may then discharge same at any port and into any lazaretto or other receptacle therefor and such discharge shall be a proper, final, delivery; all quarantine charges and expenses on said merchandise shall be borne by shipper and be a lien thereon. Carrier shall not be liable for deterioration or damage to cargo caused by fumigation or disinfectant ordered by authorities.

12. If said packages need be lightered at any time or port or place all lighterage services rendered shall be and be deemed to have been rendered by an independent carrier or person; if such services be procured by Carrier they shall be deemed to be and to have been so procured by it acting as agent thereof of shipper, and Carrier's liability as carrier at any port or place where such lighterage be needed shall end immediately vessel be anchored at or near to said port or place. Carrier's liability after steamer be at anchor at or near to said port of delivery shall be that of warehouseman only, and said packages after unhooked from ship's tackles at such anchorage shall be at owner's risk.

13. If vessel be prevented by stress of weather, obstructions to navigation, war, blockade, seizure, restraint, riot, lockout, interdict, disease, fire, disablement of vessel, or any other cause of whatsoever kind from proceeding in the usual course of navigation to the port of delivery or transfer, and/or from entering said port or her arrival at or near the same, or from there discharging any or all of said merchandise, or if, in the judgment of master, carrier or agent, it be impracticable to there discharge all or any of said merchandise while the ship be at said port, or for the same to be there safely landed if discharged then, first, all merchandise not delivered and/or discharged may be retained on board said vessel and returned to her port of original shipment, or same may, at option of ship's master or agent, and at owner's cost and risk, be conveyed upon such or any vessel to said port of delivery either directly or indirectly or via other port or ports; or second, same may be forwarded to and landed and delivered or stored at any other port at owner's cost and risk and Carrier shall have a lien on said merchandise for all expenses so incurred, provided, however, that if said merchandise or any thereof be so returned to such port of original shipment no additional freight shall be charged, and that delivery or storage of such merchandise at any such other port or on such return to said port of original shipment shall be a final and sufficient delivery. In case any part of merchandise cannot be found for delivery during vessel's stay at port of discharge, same may be forwarded at Carrier's expense, but no liability shall exist for any loss or damage resulting from delay.

14. "Carrier" includes owners, stockholders and vessels and masters and charterers thereof; "packages" and "merchandise" mean all property mentioned or referred to on face hereof; "shipper" and "owner" mean shipper and all owners of said packages and merchandise and all pledges thereof other than Carrier; "Owner's risk" and "O. R." mean that shipper has agreed that Carrier shall not be liable for any loss or damage unless it be shown to have entirely resulted from its negligence or willful default.

15. Carrier's liability hereunder shall be several and its liability, excepting that imposed by statute if it be the initial carrier, shall end and its rights dependent on delivery accrue immediately it has made delivery as above provided, and if freight be prepaid to Carrier beyond said first mentioned place of delivery Carrier shall be shipper's agent for the payment to other Carrier of such freight as may be so paid for such carrier's use; and freight of every carrier of said packages by water "other than Santa Cruz & Monterey S. S. Co." shall, at option of such carrier, be deemed earned when said packages shall be laden on board other carrier's vessels and shall be payable by shipper whether such other carriers' vessel or said packages be thereafter lost or not lost at any stage of the entire transit. No carrier, save as by statute it may be made liable as the initial carrier, shall be liable to shipper or consignee for delay or mis-delivery or conversion or loss or damage unless it be shown that the same occurred while said packages were in its possession.

16. Prepaid freight charges shall be considered earned and be retained by Carrier, vessel or goods lost or not lost at any stage of the entire transit.

17. The rights and liabilities of all carriers by water shall be determined hereby; if Carrier delivers said packages to other carrier for carriage such delivery shall be made as shipper's agent and not as carrier, and if such delivery be to any carrier by land, shipper agrees to be bound by the stipulations and conditions of such bill of lading as may be in use for such transfer or by such carrier for like transfer or carriage at place of such transfer.

18. Carrier shall have a lien on said property for all fines imposed on it and for all expenses to it resulting from shipper's failure to furnish proper Consular or Custom House papers in due time or resulting from other errors or omissions of shippers, and all such fines and expenses shall be reimbursed to Carrier by consignee before said property shall be delivered to him.

19. State Harbor Tolls at San Francisco shall be paid by shipper, together with all expense of cooorage and repairs of said packages.

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

October 10th ,1926

Miss Julia Morgan,
Merchants Exchange,
San Francisco

My dear Miss Morgan;

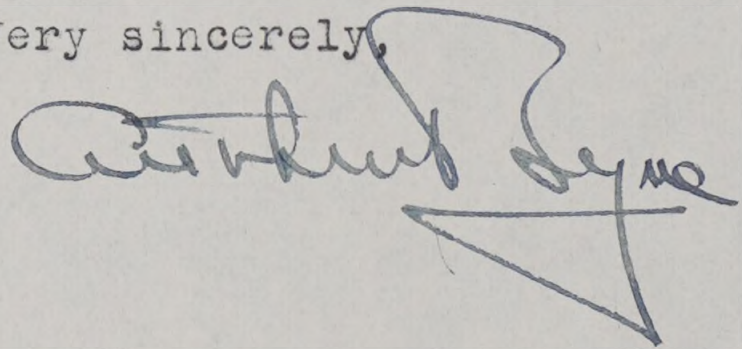
To hand your letter of September 10th. I can see exactly your position in reference to shipments being sent directly to you and shall in the future order all to be sent to New York as you suggest. In this case I shall also send the consular invoices to New York though I suppose the goods are examined in San Francisco.

I enclose herewith a letter I have just written to Mr. Hearst. He is again behaving very badly and unless he immediately comes to my rescue I shall be in a difficult position.

We plan going over to America in December with the Almenas Collection and to attend to various affairs of our own. It would be interesting to visit you and your great project in California but that is out of the question; at the most we shall only be in New York for five or six weeks.

With kindest wishes in which Mildred joins,

Very sincerely,

A handwritten signature in dark ink, appearing to read 'Arthur Byne', with a large, stylized flourish extending from the end of the name.

- COPY -

Arthur Byne
Paseo de la Castellana, 19
Cable Address, Stapley
Madrid

Copy for Miss Morgan

October 10th, 1926

William Randolph Hearst, Esq.
238 William Street
New York City

My dear Mr. Hearst:

On September 17th I cabled you as follows:

NEED REMAINING TENTHOUND DOLLARS OF TWENTYFIVE ASKED
FOR IN MAY - BYNE

On the same day I wrote you at length explaining the
financial situation and enclosed a statement up to date.

Today I have cabled you again, as follows:

PLEASE CABLE TWENTY THOUSAND DOLLARS OR MUST ABANDON
PROJECTS - BYNE

In my letter of September 17th I stated that by October
first I would be owing in Spain (to your order) \$17,837.00
The slight additional sum I now ask for is to be put to
the monastery demolition. The situation is serious as far
as my good name in Spain is concerned and I hope you will
have cabled the money on receipt of my request.

As you must be aware by this time I am not one to mag-
nify my difficulties - in fact I make it a principle never
to bore clients with the problems of getting works of art
out of Spain.

But in the case of the Monastery there has been no end
of trouble. Several times during the summer the project was
denounced to the Minister of Fine Arts, but my influence
kept it out of the press and the work continued.

Late in August a new set of laws were decreed concerning
the exportation of works of art - and as far as buildings
are concerned it is very strict against exportation. But
even so I managed to keep the work going.

Then early in September came the revolution of the Artil-
lery branch of the Spanish army; its failure and the dis-
missal of all the officers you probably read about. This
hit the Monastery a bad blow for the owner of the whole

William Randolph Hearst, Esq. (2)

property was an artillery general strong in the favor of the present military government and on whose influence I greatly depended.

Once this gentleman was out of power the whole work came instantly to a standstill (though I said nothing to you about it). 650 cases of stone stood out in the open to be shipped but which I could not move.

I then exerted all my personal influence with the Minister of Fine Arts and have secured permission to move all the stone boxed (which is important to do before the December rains set in). On the side I was informed that I might also remove the arches of the one remaining room we have to deal with - the refectory. When that is done the job is over.

But, to speak frankly Mr. Hearst, I don't intend to expose myself in all these matters and risk denunciation in the press, unless you back me up financially. My loyalty to a client is well known; but I insist that you play fair with me. Remember that I am not a capitalist, nevertheless I am running your affairs to the sum of nearly \$20,000 now; furthermore that I have other affairs to finance.

Very truly yours,

(Signed) ARTHUR BYNE

11-1-28

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

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even so I managed to keep the work going.

Then early in September came the revolution of the Artil-
lery branch of the Spanish army; its failure and the dis-
missal of all the officers you probably read about. This
hit the Monastery a bad blow for the owner of the whole

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

William Randolph Hearst, Esq. (2)

property was an artillery general strong in the favor of the present military government and on whose influence I greatly depended.

Once this gentleman was out of power the whole work came instantly to a standstill (though I said nothing to you about it). 650 cases of stone stood out in the open to be shipped but which I could not move.

I then exerted all my personal influence with the Minister of Fine Arts and have secured permission to move all the stone boxed (which is important to do before the December rains set in). On the side I was informed that I might also remove the arches of the one remaining room we have to deal with - the refectory. When that is done the job is over.

But, to speak frankly Mr. Hearst, I don't ^{intend} to expose myself in all these matters and risk denunciation in the press, unless you back me up financially. My loyalty to a client is well known; but I insist that you play fair with me. Remember that I am not a capitalist, nevertheless I am running your affairs to the sum of nearly \$20,000 now; furthermore that I have other affairs to finance.

Very truly yours,

Arthur Byne

JOSEPH GUARRO

MATTOON & COMPANY

CUSTOM HOUSE BROKERS

516 Battery Street

San Francisco, Cal.

OCT-19-1926

October 19, 1926

Mattoon & Co.,
516 Battery St.,
San Francisco.

Attention: Mr. Leggett

Dear Mr. Leggett:

Herewith, "Owner's Declaration" for
shipment of 40 cases of Spanish tiles,
entry #32195, which has been properly
executed by Mr. W. R. Hearst.

Very truly yours,

Julia Morgan

By

W. L. Farnsworth

LeF:F

Enc.

Matt to Julia Morgan
MATTOON & COMPANY

CUSTOM HOUSE BROKERS

516 Battery Street

Telephone Sutter 374

OCT - 1 1926

San Francisco,

192

To be signed and
sworn to by
W. R. Hearst &
returned to us
to cancel Bond
given on entry 32195

MATTOON & COMPANY

JWL
OCT 19 1926

erican

OCT 19 1926

or 15, 1926.

ted States Customs
you sent to Mr. Hearst

Gregor

REC'D OCT 19 1926



9261 61 130

October 15, 1926.

Miss Julia Morgan, Architect
Merchants Exchange Building;
San Francisco, California.

Dear Miss Morgan;

Enclosed please find United States Customs
Affidavit duly signed and attested which you sent to Mr. Hearst
in your letter of October Fourth.

Sincerely,

Carroll Greer

REC'D OCT 19 1926