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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

Kokoschka

Kokoschka 950,061. Impt from Italy

THE MUSEUM OF MODERN ART

11 WEST 53RD ST.

NEW YORK 19, N. Y.

ATT: MISS DOROTHY H. DUDLEY
REGISTRAR

NEW YORK 4, N. Y. JULY 12, 1949

W. R. KEATING & COMPANY
INCORPORATED

FREIGHT CONTRACTORS
CUSTOM HOUSE BROKERS
INTERNATIONAL FORWARDING AGENTS

SHIPMENTS HANDLED TO AND FROM ALL PARTS OF THE WORLD

TELEPHONE WHITEHALL 4-4830
CABLE ADDRESS WILKEAT
CORRESPONDENTS THROUGHOUT THE WORLD

90 BROAD STREET
NEW YORK 4, N.Y.

OUR REF. 82228

ORDER #40100
YOUR REF.

NO. OF PACKAGES	SHIPPER	STEAMER	ARRIVED
1		SWISSAIR PLANE HB-ILI	7/2/49

ADDRESSED #19

FREIGHT AND CHARGES TO NEW YORK & COLLECTION FEE	140	65
OCEAN FREIGHT		
DUTY (ESTIMATED AND SUBJECT TO CHANGE ON LIQUIDATION)	5	83
CUSTOMS ENTRY	10	00
CORD, SEALS & LABOR	1	00
CARTAGE TO WAREHOUSE		
UNPACKING, LABOR		
STORAGE		
CARTAGE SERVICE	4	50
RAILROAD FREIGHT		
INSURANCE		
ENTRY BONDS	3	30
MESSENGER SERVICE & PETTIES	3	40
PREPARING SHIPPING DOCUMENTS		
SERVICES AT AIRPORT	4	50
CABLES (2)	5	19
		$178 37

ENCL: COPY CUSTOMS ENTRY
COPY OF TWO CABLES

RR

"PERSONAL SERVICE"

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Kokoschka

Customs Form 7501
TREASURY DEPARTMENT
8.27, 8.51, 10.31, 10.91, C. R. 1943
Aug. 1947

Budget Bureau No. 48-R217.
Approval expires 5-31-50.

COLLECTOR'S COPY ☐
COMPTROLLER'S COPY ☐
STATISTICAL COPY ☐

CONSUMPTION ENTRY
UNITED STATES CUSTOMS SERVICE

In-Bond Entry No. _____
From Port of _____
Via _____ (Bonded carrier)

DISTRICT No. 10-12

International Airport
Entry No. ~~D.P.~~ 950061

Term Bond No. 3385

PORT OF NEW YORK DATE 7/6/49

Port of lading ZURICH B/L No. 20729 Date of sailing 7/1/49 Port of unlading 10-12
(Above information to be furnished only when merchandise is imported by vessel)

Importer of record W R KEATING & COMPANY INC (82220) 90 BROAD STREET, N Y
(Name) (Street number, city, and State)

For account of THE MUSEUM OF MODERN ART, 11 W 53rd STREET, N Y
(Name) (Street number, city, and State)

Imported on the PLANE HB-ILI (Name of vessel or carrier and motive power) Flag SWISS On 7/2/49 (Date imported) Via ZURICH (Last foreign port)

Exported from SWITZERLAND (Country) on 7/1/49 (Date) Consular invoice ZURICH 3454, 6/27/49 (Place, number, and date certified)

Marks and Numbers of Packages and Origin of Merchandise (1)	(2) Description of Merchandise, Number and Kind of Packages (Describe in tariff terms in enough detail to permit classification according to Schedule A)			Entered Value in U. S. Dollars (see Note 2) (3)	Tariff		Duty (6)	
	Gross Weight in Pounds (see Note 1) (2a)	Schedule A Commodity Number (2b)	Net Quantity in Schedule A Units (state units) (2c)		Paragraph (4)	Rate (5)	Dollars	Cents
MUSEUM OF MODERN ARTS N Y 19	ONE (1) CASE CONTAINING							
	ORIGINAL PAINTINGS			6490.	1807	FREE	FREE	
	68#	9620.100	2 PCS.					
	WOOD FRAME			35.	412	16-2/3%	5	83
		4280.990	2 PC.					
							5	83
					86525.00			
C/O ITALY								

Number of invoices _____ W. H. Entry No. _____ G. O. No. _____

NOTE 1.—In column number (2a), insert "Gross Weight in Pounds" immediately below the description of merchandise. If gross weight is not available for each Schedule A item included in one or more packages, insert approximate shipping weight for each Schedule A item. The total of these estimated weights should equal the actual weight of the entire package or packages.

NOTE 2.—The entered value shown for free or specific-rate merchandise must not include nondutiable charges.

16—17190-5

SIGNATURE W R KEATING & COMPANY INC.
PER L A GUIDO ATTY
ADDRESS 90 BROAD STREET, N Y

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	MoMA Exhs.	415.4

(If this declaration is made by an agent who does not present with the entry the declaration of the consignee, or who does not have proper authority to execute such declaration for his principal, bond must be given to produce such declaration, in accordance with section 485 *(c)*, Tariff Act of 1930.)

DECLARATION OF NOMINAL CONSIGNEE OR AGENT

I, the undersigned, herewith declare that the consignee in whose name this entry is made is not the actual owner of the merchandise covered thereby, but that this entry exhibits a full and complete account of all the merchandise imported or to be imported in the vessel indicated therein by

THE MUSEUM OF MODERN ART of 11 W 53rd STREET, N Y
(Address)

who is the actual owner for Customs purposes of the said merchandise, except _____

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made, are true and correct in every respect; that the entry and invoices set forth the true prices, values, quantities, and all information as required by the laws and the regulations made in pursuance thereof; that the invoices and other documents are in the same state as when received; that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry.

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control; and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's, nor certified invoice can be produced at this time.

W R KEATING & COMPANY INC.
_____ (Signature)

☐ *Principal.*
☐ *Member of the firm.*
☐ _____ *of the corporation.*
(Title)
☐ *Authorized agent.*

_____ (Address)

Declared to under oath before me this 6 day of JULY, 194 9, at NEW YORK

L A GUIDO

NOTARY PUBLIC
(Title or designation)

DECLARATION OF CONSIGNEE OR AGENT FOR MERCHANDISE OBTAINED IN PURSUANCE OF A PURCHASE OR AGREEMENT TO PURCHASE

I, the undersigned, herewith declare that this entry exhibits a full and complete account of all the merchandise imported or to be imported by the consignee in whose name the entry is made in the vessel indicated therein, and that the merchandise was obtained by him in pursuance of a purchase, or an agreement to purchase, except _____

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made, are true and correct in every respect; that the entry and invoices set forth the true prices, values, quantities, and all information as required by the laws and the regulations made in pursuance thereof; that the invoices and other documents are in the same state as when received; that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry.

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control; and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's, nor certified invoice can be produced at this time.

_____ (Signature)

☐ *Principal.*
☐ *Member of the firm.*
☐ _____ *of the corporation.*
(Title)
☐ *Authorized agent.*

_____ (Address)

Declared to under oath before me this _____ day of _____, 194___, at _____

(Title or designation)

DECLARATION OF CONSIGNEE OR AGENT FOR MERCHANDISE OBTAINED OTHERWISE THAN IN PURSUANCE OF A PURCHASE OR AGREEMENT TO PURCHASE

I, the undersigned, herewith declare that this entry exhibits a full and complete account of all the merchandise imported or to be imported by the consignee in whose name the entry is made in the vessel indicated therein, and that the merchandise was obtained by him otherwise than in pursuance of a purchase, or an agreement to purchase, except _____

I also declare, to the best of my knowledge and belief, that all statements appearing in the entry and in the invoice or invoices and other documents presented herewith and in accordance with which the entry is made, are true and correct in every respect; that the entry and invoices set forth the true foreign values, prices, quantities and all information as required by the laws and the regulations made in pursuance thereof; that the invoices and other documents are in the same state as when received; that I have not received and do not know of any other invoice, paper, letter, document, or information showing a different currency, price, value, quantity, or description of the said merchandise, and that if at any time hereafter I discover any information showing a different state of facts I will immediately make the same known to the Collector of Customs at the port of entry.

I further declare, if the merchandise is entered by means of a seller's or shipper's invoice, that no certified invoice for any of the merchandise covered by the said seller's or shipper's invoice can be produced due to causes beyond my control; and that if entered by means of a statement of the value or the price paid in the form of an invoice it is because neither seller's, shipper's, nor certified invoice can be produced at this time.

_____ (Signature)

☐ *Principal.*
☐ *Member of the firm.*
☐ _____ *of the corporation.*
(Title)
☐ *Authorized agent.*

_____ (Address)

Declared to under oath before me this _____ day of _____, 194___, at _____

(Title or designation)

MISSING DOCUMENTS

OUTSIDE EXAMINATION

NONE

NAME AND ADDRESS OF BROKER OR AGENT

W R KEATING & COMPANY INC.
90 BROAD STREET, N Y

BOX 343

This form may be printed by private parties provided it conforms to official form in size, wording, color, and arrangement. For sale by collectors of customs at price of 35 cents for block of 100.

U. S. GOVERNMENT PRINTING OFFICE 16—17190-3

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Kokoschka

MULLER-GYSIN Ltd.
INTERNATIONAL FORWARDERS
ZURICH - **BASLE** - GENEVA

Telegrams: INTRANS

JUN 27 D M

BASLE 23, June 24th, 1949

The Museum of Modern Art
11 West 53rd Street
New York 19

Our Ref. MD/H

Gentlemen:

re your letter of June 14, Ref. DHD:bcr
to our Zurich-Office.

You have no doubt been informed meanwhile by Messrs. W.R. Keating Co. Inc., New York, that only two paintings i.e.

View of Florence
Portrait of a Cardinal

Noted BCR

are available for shipment. We have already packed the two paintings and hope to dispatch them in a day or two. We await first the definite consular invoices from Mr. Dr. Feilchenfeldt in order to avoid that the paintings arrive in New York before the consular invoices are on hand.

All your instructions have been duly noted and we shall declare the full value to the air line.

Yours faithfully
MULLER - GYSIN LTD.

CC - by regular mail
Messrs. W.R. Keating & Co. Inc., New York.

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	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK 19, N. Y.

TO W. R. Keating & Company

Date June 17, 1949

PLEASE PUT ORDER NUMBER ON INVOICE

90 Broad Street

New York 4, N.Y.

Attention Mr. Royals

№ 40100

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price		Total
Please enter three paintings by Kokoschka under paragraph 1807 and have them sent to the Museum for examination. To be consigned to you by Muller-Cysin, Zurich.			

Ordered by [illegible]

Authorized by

For Kokoschka Exm. Mr. Henry Pearlman

Pls. let me know charges to be billed for cart. include with others. DD

Enclosure

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	MoMA Exhs.	415.4

June 16, 1949

Mr. P. S. Royals, Vice President
M. E. Keating & Company, Inc.
90 Broad Street
New York 4, N. Y.

Dear Mr. Royals:

On June 14 we mailed you a copy of our letter to Muller-Oysin, Zurich, instructing them to forward three paintings by Kokoschka which we are borrowing for an exhibition opening here in July. They will be consigned to you for delivery to us.

Will you please enter them under Paragraph 1807 and have them sent to the Museum for examination. I am enclosing an affidavit for free entry duly signed and notarized.

Our Order No. 40100 will be mailed to you under separate cover. Please refer to this number when you bill us for your services.

Sincerely,

Dorothy H. Dudley
Registrar

DHD:l
Enclosure

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

June 16, 1949

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W. R. Keating & Company, Inc.
90 Broad Street
New York 4, N. Y.

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Sincerely,

Dorothy H. Dudley
Registrar

DHD:1
Enclosure

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK 19, N. Y.

Nº 46673

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	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK 19, N. Y.

TO Dunn & Fowler

70 Pine Street

New York 5, N.Y.

Date June 14, 1949

PLEASE PUT ORDER NUMBER ON INVOICE

№ 46673

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price	Total
Re: Policy 27930 Please insure against all risks except war 3 paintings by Kokoschka from Zurich to New York. You will be notified of the exact date of the shipment and the name of the airfreight carrier. Value: $9,500.- 3.00 $ 6,500 Ordered by Dorothy H. Dudley Authorized by For Kokoschka Exh- Mr. Henry Pearlman to be billed		14.63

The Museum of Modern Art will pay all packing, transportation and [illegible] costs. Please cable the name of the carrier and the date of departure so that insurance may be placed.

Our Order #46672 will be mailed to you under separate cover. Please refer to this number when you bill us for your expenses.

Very sincerely yours,

Registrar.

DHD:bcr

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	MoMA Exhs.	415.4

cd: Miss Ulrich
Mr. Wheeler
W. R. Keating & Company

June 14, 1949

Muller-Gysin A.G.
Rotelstrasse 20
Zurich 6, Switzerland

Gentlemen:

We are borrowing for exhibition the following three paintings by Oskar Kokoschka:

View of Florence	$ 4,000.-
Self Portrait	3,000.- not available
Portrait of a Cardinal	2,500.-

Today we cabled you as follows:

FORWARD AIRFREIGHT CARE KEATING NEWYORK
THREE KOKOSCHKA PAINTINGS FROM KUNSTMUSEUM
LETTER FOLLOWS.

These paintings are now in the Kunstmuseum, Zurich. Will you make arrangements for collecting them as soon as possible for forwarding to us by airfreight. We need to receive the paintings by July 5th. Please consign them to W. R. Keating & Company for clearance through customs and delivery to us. We will insure them from the time they leave the Kunstmuseum until they are returned to the owner. Our insurance company requires that full value be declared to the airlines.

Please forward by airmail one copy of the consular invoice, certificate of originality and airwaybill to the Museum of Modern Art. Forward the originals and all other copies of shipping papers to W. R. Keating & Company. These papers should be forwarded at least three days before the date of the shipment. If this is not possible they should be attached to the shipping box.

The Museum of Modern Art will pay all packing, transportation and insurance costs. Please cable the name of the carrier and the date of departure so that insurance may be placed.

Our Order #46672 will be mailed to you under separate cover. Please refer to this number when you bill us for your expenses.

Very sincerely yours,

Registrar.

DHD:bcr

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	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART

copy to Miss Ulrich

Date June 9, 1949

To: Mr. Wheeler

Re: Kokoschka shipment from

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

copy to Mr. Wheeler
Mr. Royals, W.R.Keating

June 13, 1949

INTRANS
ZURICH

FORWARD AIRFREIGHT CARE KEATING NEWYORK THREE KOKOSCHKA PAINTINGS FROM KUNSTMUSEUM LETTER FOLLOWS

MODERNART
NEWYORK

Kokoschka exhibition - bill Mr. Henry Pearlman, 101 Park Ave. with shipping and insurance charges when received.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

extimates on.

Cheaper by Air if works are to be sold

100

Cheaper by Air if works are to be sold

Airfreight c. 243 (c 25 cents)

Ins. by Air 34
Swiss packing etc. 50
NY clearance, cartage 25
$352.—

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Re: Kokoschka shipment from

CLASS OF SERVICE

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

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NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

NOVEMBER 2, 1949

English Shipment

FENTOCOMP.
WESDO.
LONDON

PLEASE PAY AND BILL US ALL EXPENSES OF RETURNING KOKOSCHKA PAINTINGS TO OWNERS. ALREADY INSURED BY US

DUDLEY
MODERNART

Charge to Kokoschka Exhibition

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

extimates on.

Cheaper by Air if works are to be sold

100

Cheaper by Air if works are to be sold

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$352.—

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THE MUSEUM OF MODERN ART

copy to Miss Ulrich

Date June 9, 1949

To: Mr. Wheeler

From: Miss Dudley

Re: Kokoschka shipment from Switzerland

Estimate on import and export of 3 new Kokoshhka paintings for our exhibition.

Size of box approx. 60 x 70 x 15 31 cubic feet about 1 cubic Metre

Value $15,000.

Swiss packing and forwarding charges	approx.	$50.00
Rail to port of exit	"	10.00
* Ocean Freight to NewYork	"	66.00
Insurance		75.00
Clearance in N.Y., cartage to MOMA	"	25.00
Packing for return	"	10.00
Brokers services and cartage to pier	"	25.00
Ocean Freight	"	66.00
Rail from port to Zurich	"	10.00
Insurance		75.00
Clearance, unpacking and return to owner	"	30.00
		$412.00

or $262.50 at 1 3/4 % of value if for sale

442.00 or $638.50 if for sale

* This measurement rate allowed provided carrier is furnished with a letter signed by Swiss Federal Dep't of Interior or Swiss Syndicate of Art Dealers, declaring that shipment is not for sale, but for exhibition purposes only.

Perhaps we should tell Mr. Pearlman that charges will be about $500.00 and then refund to him if they are less. I have not seen Swiss bills for clearance, unpacking and returning to owners in Switzerland so have nothing to base my extimates on.

Cheaper by Air if works are to be sold

100

Cheaper by Air if works are to be sold

Airfreight c. $243 (c 25 cents)

Ins by Air 34

Swiss packing etc. 50

NY clearance, cartage 25

$352.—

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THE MUSEUM OF MODERN ART

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Value $15,000.

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Rail to port of exit	"	10.00
* Ocean Freight to NewYork	"	66.00
Insurance		75.00
Clearance in N.Y., cartage to MOMA	"	25.00
Packing for return	"	10.00
Brokers services and cartage to pier	"	25.00
Ocean Freight	"	66.00
Rail from port to Zurich	"	10.00
Insurance		75.00
Clearance, unpacking and return to owner	"	30.00
		~~$412.00~~ 442.00

or $262.50 at 1 3/4 % of value if for sale

or $638.50 if for sale

* This measurement rate allowed provided carrier is furnished with a letter signed by Swiss Federal Dep't of Interior or Swiss Syndicate of Art Dealers, declaring that shipment is not for sale, but for exhibition purposes only.

Perhaps we should tell Mr. Pearlman that chages will be about $500.00 - $700. and then refund to him if they are less. I have not seen Swiss bills for clearance, unpacking and returning to owners in Switzerland so have nothing to base my extimates on.

Cheaper by Air if works are to be sold

Ocean Fr. 600

15,000
.50
$75.00 insurance (ocean)

15,000
.22 1/2
2)150
75
300
300
33.75 Air ins.

Air freight
c. 242.50

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THE MUSEUM OF MODERN ART

Date June 9, 19 49

To: DD

Re: ~~Kokoschkas~~

From: ma

I figured out the Koschkas this way: Sizes of ptgs: 30x25
45 x 56
34 x 44

With about 10" for frames on each and some more for packing space, I figured the box would be about 60 x 70 x 15" which comes out to approx. 31 cu. ft. I checked this with Rudi afterwards and he figured 30 cu. ft. and so for good measure, we made it 31 cu.ft.

With the rate of $.66 per cu. ~~ft.~~ Metre, it would cost $20.46 ~~xxx~~ to $20.63 or roughly $20-25. for shipping.

Frances Keech gives me the following insurance valuations from Mr. Pearlman:

View of Florence ~~xxxxx~~	$7,000.
Portrait	4,000.
Portrait	4,000.
Total	$15,000.

On a rate of .47 1/2 plus .02 1/2 per $100., the insurance would cost about $75.

If Mr. Pearlman wants to pay all of it, of course, there will be packing charges in Zurich, consular fees, clearance here, etc. which will have to be added to this figure.

35.314 cu.ft = 1 cu.M.

Ocean fr. 66.–
75
141.

31
220
620
62
68.20

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART

Date June 8, 1949

To: DD

Re: Kokoschka shipment

From: ma

Frances Keech brought in the attached letter explaining our added loans to the Kokoschka exhibition.

Mr. Wheeler would like to know how much - approximately - it would cost to bring the paintings over by ship from the Zurich Museum to the Museum.

The sizes Frances gave me (from the photographs) are as follows:

65.3 cm	x 53 cm	(c. 26 x 21")
95 cm	x 123.5 cm	(37 x 48)
75 cm	x 100cm	(30 x 40)

Frances was dubious about the sizes as she said Mr. P. had the centimetre sizes ~~xxxx~~ written down on the photos. and converted into inches in a few seconds. He's very good at it, because I worked it out from the table and it came out just as he said.

Cu.ft

M.

* 66. per cubic ~~foot~~ pounded carrier is furnished with a letter signed by Swiss Federal Dep't. of Interior & Swiss Syndicate of Art Dealers, declaring shipment is not for sale, but for ed'n purposes only. + Insurance .47½ +.02½ (S&R) per 100. —

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

MULLER-GYSIN Ltd.
INTERNATIONAL FORWARDERS
ZURICH - **BASLE** - GENEVA
Telegrams: INTRANS

BASLE 23, June 24th, 1949

The Museum of Modern Art
11 West 53rd Street
New York 19

Our Ref. MD/H

Gentlemen:

re your letter of June 14, Ref. DHD:bcr
to our Zurich-Office.

You have no doubt been informed meanwhile by Messrs. W.R. Keating Co. Inc., New York, that only two paintings i.e.

View of Florence
Portrait of a Cardinal

are available for shipment. We have already packed the two paintings and hope to dispatch them in a day or two. We await first the definite consular invoices from Mr. Dr. Feilchenfeldt in order to avoid that the paintings arrive in New York before the consular invoices are on hand.

All your instructions have been duly noted and we shall declare the full value to the air line.

Yours faithfully
MULLER - GYSIN LTD.

CC - by regular mail
Messrs. W.R. Keating & Co. Inc., New York.

JUL 7 AM

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Müller-Gysin A.G. Spedition Zürich · Rötelstr. 20

Registered.

Zurich, June 30th.1949

RX STANDARD TIME

1949 JUL 1 PM 1 39

Kohoschkas – I telephoned in formation to Miss Hesener – M.

RX130

SBZ1535/10885 ZURICH TEL 12 1 1743

LC MODERNART NEWYORK

YOUR ORDER 46672 DESPATCHED TODAY SWISSAIRPLAINE HB ILI

INTRANS

CFM 46672

RCA COMMUNICATIONS, INC.
A SERVICE OF RADIO CORPORATION OF AMERICA
30 ROCKEFELLER PLAZA, N.Y., TEL. CI 7-5525

RCA COMMUNICATIONS, INC.
A SERVICE OF RADIO CORPORATION OF AMERICA
30 ROCKEFELLER PLAZA, N.Y., TEL. CI 7-5525

New York 19

JUL 5 AM

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Müller-Gysin A.G. Spedition Zürich · Rötelstr. 20

Registered.

Zurich, June 30th.1949

Museum of Modern Art,
11 West 53rd.Street,
New York 19 N.Y.

Gentlemen,

Re: Your order of June 14th. DHB:bcr
1 case containing 2 paintings (View of Florence & Portrait of a cardinal)

With reference to your above letter, we have pleasure of sending you herewith :

1) Quadruplicate of consular invoice No.3454 dated June 27 49
with copy of certificate of originality
and copy of proforma - invoice
2) copy of airwaybill

The case has been consigned today to the Swissair-Lines and will be forwarded to New York to-morrow by Swissair-plane " HB-ILI ".

Yours faithfully
MUELLER - GYSIN LTD.

Encl.

Copy to WR*Keating & Company Inc.,New York.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Müller-Gysin A.G. Spedition Zürich · Rötelstr. 20

By Air Mail.
Registered.

COPIE

Zurich, June 28th.1949

Messrs.
W.R.Keating & Company Inc.,
90,Broad Street,
New York 4,N.Y.

Gentlemen,

Re: Your letter of 13th.inst. PSR:RR
1 case containing 2 paintings(Florence,the Dome& The Cardinal) net Kos.12,5
for Museum of Modern Art,New York.- gross " 31.-

According to your above instructions,we beg to hand you enclosed:

1) Original consular invoice No.3454 dated June 27 1949
2) Declaration in connection with paintings etc.and sculptures (Certificate of originality.
both documents signed by W.Feilchenfeldt as shipper and duly legalized by American Consulate of Zurich
3) Proforma-invoice

The case will leave the airport of Zurich next Friday,July 1st.,by plane of the Swissair to your address,care of Air Clearance Association,International Airport,Idlewild Field,New York.

We shall confirm by cable to Museum of Modern Art,New York,the name of carrier,date of departure and send to the same,also by carrier,copies of the above papers together with one copy of the airwaybill.

Faithfully yours
MUELLER - GYSIN LTD.

Encl.

Copy to Museum of Modern Art,
11 West 53rd.Street,
New York 19

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

SWISSAIR · Luftfrachtbrief · Lettre de Transport Aérien · Air Consignment Note

SCHWEIZ. LUFTVERKEHR AG.
S.A. SUISSE POUR LA NAVIGATION AÉRIENNE
SWISS AIR TRANSPORT CO. LTD.

Mitglied der / Membre de l' / Member of the } International Air Transport Association (I. A. T. A.)

Dieser Frachtbrief ist in 10 Exemplaren ausgestellt, von denen die mit 1, 2 und 3 bezeichneten als Originale gelten und den gleichen Wert haben.
Cette lettre de transport a été établie en 10 exemplaires dont les exemplaires 1, 2 et 3 sont originaux et ont la même valeur.
10 copies of this consignment note have been completed of which copies 1, 2 and 3 are original and have the same validity.

Empfänger: *Destinataire:* — Consignee: Messrs. G.K. Keating & Comp. c/o the air clearance Association

Anschrift: *Adresse:* — Address: 90, Broad Street, New York 4, N.Y. - USA

Bestimmungsflugplatz: *Aéroport de destination:* Airport of destination: Internat. Airport Idlewild Field, N.York

No SR 204729 *

Anzahl der Frachtstücke *Nombre des colis* Number of packages	Art der Verpackung *Mode d'emballage* Method of packing	Merkzeichen oder Nummern der Frachtstücke *Marques ou numéros* Marks or Numbers	Menge und Art des Gutes (Inhalt) *Quantité et nature de la marchandise* Quantity and nature of goods	Raumgehalt od. Masse des Gutes (einschl. Verpack.) *Volume ou dimensions de la marchandise (y compris l'emballage)* Volume or dimensions of goods (including packing)	Gewicht *Poids* — weight Brutto *brut* — Gross	Gewicht Netto *net* — Net	Wertangabe für die Beförderung *Valeur pour le transport* Value for carriage	Wertangabe für Zollzwecke *Valeur pour la douane* Value for customs
1	case	MUSEUM of Modern Art N.Y. 19	2 oil paintings: "DOM VOM [illegible]" "PORTRAIT [illegible]"	KIEL CANAL	30,5 kg.	12,5	-.-	mres. 3000.- = USA $ 6'500.-

Ursprungsland: - *Pays d'origine:* - Country of origin: Italy

Nachnahmebetrag: *Montant du remboursement:* Consignor's C. O. D.: -.-nil-.-
(In Buchstaben und Zahlen. — *En toutes lettres et en chiffres.* — In words and figures).

Besondere Wertdeklaration zur Versicherung durch den Frachtführer: *Déclaration spéciale de valeur, à assurer par le transporteur:* — Special declaration of value for insurance by the Carrier: -.-nil-.-

Soll Bruch mitversichert werden? — *La casse doit-elle être assurée?*
(In Buchstaben und Zahlen. — *En toutes lettres et en chiffres.* — In words and figures).

Sendungen bei denen eine Lieferungsfrist angegeben ist, werden zur Beförderung nicht angenommen.
Aucun envoi n'est accepté avec stipulation du délai de transport. — Consignments are not accepted with a time fixed for completion of the carriage.

Besondere Bedingungen: *Conditions spéciales:* Special conditions: very urgent

Begleitpapiere: *Pièces jointes:* Documents attached: very separate mail

Anweisungen des Absenders für den Fall der Annahmeverweigerung: *Instructions de l'expéditeur en cas de refus par le destinataire:* Consignor's instructions in case of refusal by consignee: refuavi

Äusserlich erkennbare Verfassung von Gut und Verpackung: *Etat apparent de la marchandise et de l'emballage:* Apparent condition of goods and packing: o.k.

Abgangsort: *Point de départ:* — Place of departure: Zurich - Switzerland

Name des Absenders: *Nom de l'expéditeur:* Consignor's name: Müller - Cygin & Co.,

Anschrift: *Adresse:* — Address: Rotelstr. 20, ZURICH 42

Der Absender erklärt ausdrücklich, daß die obigen, von ihm oder seinem Beauftragten gemachten Angaben richtig sind und daß er die Allgemeinen Beförderungsbedingungen und die besonderen Bedingungen, wie sie auf der Rückseite dieses Frachtbriefes angegeben sind, kennt und annimmt.
L'expéditeur déclare expressément que les indications ci-dessus écrites par lui-même ou son mandataire sont exactes et qu'il connait et accepte les Conditions Générales de Transport et les Conditions spéciales telles qu'elles sont visées ou spécifiées au dos du présent document.
The consignor hereby expressly declares that the above particulars furnished by him or his agent are correct and that he is aware of and accepts the General Conditions of Carriage and the special Conditions more particularly referred to or set out on the back of this document.

Ort und Tag der Ausfertigung dieses Frachtbriefes: *Lieu et date de la création de ce document:* Place and date of completion of Consignment Note: Zch. 30.6.49

Unterschrift oder Stempel: *Signature ou timbre:* — Signature or stamp:

COPY

Rechnung — *Décompte* — Charges

Frachtgebühr — *fret* — freight

	Bezahlt durch den Absender *Payé par l'expéditeur* Prepaid by Consignor	Nachträglich vom Absender zu erheben *A réclamer ultérieurement à l'expéditeur* Due from Consignor	Zu bezahlen durch den Absender *A payer par l'expéditeur* To be paid by sender	Zu Lasten des Empfängers / *A la charge du destinataire* / Payable by consignee: Auslandswährung *Monnaies étrangères* Foreign currencies	Währung des Bestimmungslandes *Monnaie du pays de destination* / Currency of country of destination
1		355.35	1/10		
2					
3					
4		-.70			
5		-.30			
6		7.50			
Gebühren für Wertdeklaration - droits pour la déclaration de valeur - valuation charges					
7					
8					
9 Zubringerdienst bei Abgang *Camionnage au départ* - Cartage on departure		2.-			
10 Sonstige Kosten bei Abgang (Frachtbriefgebühr usw.) *Autres frais au départ* - Other charges on departure		4.50			
11					
12					
13 Kosten der Nachnahme *Frais de remboursement* - C. O. D. charges					
14 Kosten der Verzollung *Frais de dédouanement* - Clearance charges					
15 Zubringerdienst bei Ankunft *Camionnage à l'arrivée* - Cartage on arrival					
16 Sonstige Kosten bei Ankunft *Autres frais à l'arrivée* - Other charges on arrival					
17 Kosten der Weitersendung *Frais de réexpédition* - Reforwarding charges					
18 Nachnahmebetrag *Montant du remboursement* - C. O. D.					
19 Prämie für die Versicherung *Primes d'assurance* - Insurance premium					
20 Zoll und Zollgebühren *Droits de douane et taxes administratives* - Customs duties					
Die Fracht ist bezahlt am: *Le prix de transport est payé le:* Freight charges paid:	370.35	-.--	in / à 30.6.49 (date) at Zurich - Kloten		

Alle in nebenstehender Rubrik nicht erwähnten Kosten gehen zu Lasten des Empfängers

Tous frais ne figurant pas ci-contre sont à la charge du destinataire.

All charges not mentioned in the column to the side hereof are to be paid by the consignee.

«SWISSAIR» ZÜRICH-FLUGHAFEN 30 JUNI 49. FRACHT - fret

Name des ersten Luftfrachtführers und Anschrift: *Nom du Premier Transporteur Aérien et Adresse:* Name of first air carrier and address: Swissair

Tag der Annahme: *Date de l'acceptation:* — Date of acceptance:	Abgangsflughafen: *Aéroport de départ:* — Airport of departure:	Vorgesehene Zwischenlandungsplätze, gemäß Flugstrecken: *Arrêts prévus (Numéro[s] de[s] ligne[s]):* — Agreed stopping Places (Service[s] No[s]): Siehe Ziff. 7 der Rückseite - *Voir ch. 7 au verso.* - See cif. 7 on the back page.
30.6.49 Zu.	Zurich	SR 410 of 1st. of July 1949

Der schwarz eingerahmte Teil ist von den Frachtführern auszufüllen.
La partie ci-dessus encadrée de lignes noires épaisses est à remplir par les transporteurs.
The portion above surrounded by thick black lines is reserved for the use of the carriers.

K

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	MoMA Exhs.	415.4

Form No. 253
FOREIGN SERVICE
(Amended March 1944)

FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

DECLARATION IN CONNECTION WITH PAINTINGS, ETC., AND SCULPTURES

To be entered under Paragraph 1807 of the Tariff Act of 1930

Zurich, 25th June 1949.
(Place and date)

I,* Marianne A. Feilchenfeldt shipper do hereby declare that I am the ~~painter or producer~~ of certain works of art, viz:

2 oilpaintings ("Florence, the Dome", "The Cardinal")
by Oskar Kokoschka, born 1886

covered by consular invoice No. _____, certified by the American Consul at Zurich, Switzerland on the 27th day of June, 1949; that the said paintings, ~~pastels, drawings, and sketches are originals; that the said sculptures or statuary are originals or the first or second replicas; and that the said etchings, engravings, or woodcuts were printed by hand from hand-etched or hand-engraved plates or blocks and are artists' proofs~~ and that it is not possible to have this declaration signed by the artist himself as he is living in London.

Marianne A. Feilchenfeldt
(Signature of artist or shipper)

CONFEDERATION OF SWITZERLAND
CANTON AND CITY OF ZURICH
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA } ss:

I, Eugene W. Nabel, Consul of the United States of America at Zurich, Switzerland, do hereby certify that the above declaration was subscribed and ~~sworn to (or affirmed)~~ before me by Marianne A. Feilchenfeldt on this 27th day of June, 1949, and that the statements therein contained are true to the best of my knowledge and belief.

EUGENE W. NABEL
Consul of the United States of America.

No fee when issued with a consular invoice.

* If declared to by the foreign shipper the form should be changed to conform thereto, and a statement embodied therein showing why it is impracticable to obtain the declaration of the artist.

U. S. GOVERNMENT PRINTING OFFICE 16—10008-2

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2 paintings, oil on canvas, one in wooden frame, the other not framed

by Oskar Kokoschka:

a) "Florence, the Dome".

97 : 125 cm.

Painted in Italy in the year 1948.
Belongs to the artist.

	$ 3.965.-
Cost of frame	35.-
	$ 4.000.-

b) "The Cardinal"

98 : 72 cm.

Painted in Italy in the year 1948.
Belongs to the artist.

$ 2.500.-

Home marked value, taxes included, is in no case higher than the invoice price.
No rebate or drawback is allowed.

carried forward $ 6.500.-

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	MoMA Exhs.	415.4

Form 138
FOREIGN SERVICE
(Revised August 1941)

—Attach Additional Sheets Here—

Form Approved.
Budget Bureau No. 47-R003.1.
No expiration date.

INVOICE OF MERCHANDISE

(Before preparing this invoice, read instructions carefully)

(1) PURCHASED ☐ (1) NOT PURCHASED ☒

(Do not include PURCHASED and NOT PURCHASED merchandise in ONE invoice; use SEPARATE invoice for each)

Zurich, 25 June 1949.
(Place and date)

Invoice of 2 oilpaintings, on canvas (Merchandise)

(2) ~~purchased from or agreed to be purchased from~~ shipped by W.Feilchenfeldt, fine art dealer of Freiestr.116 Zurich, Switzerland (Address)

(3) by (Seller or consignor)

to The Museum of Modern Art (Purchaser or consignee) of 11 West 53rd Street, New York, N.Y. (Address)

(4) as per order accepted ~~for the account of~~ (Date)

for the account of The Museum of Modern Art (Name) of 11 West 53rd Street, New York N.Y. (Address)

to be shipped per plane (Carrier)

(5) Marks and Numbers on Shipping Packages	(6) Manufacturer's or Seller's Numbers or Symbols	(7) Importer's Numbers or Symbols	(8) Quantities and Full Description of Goods (N. B.—Always state the cost of packing, and all other costs, charges, and expenses)	(9) Invoice Unit (See questions below)	(10) Invoice Total	(11) Current Price ~~(Home consumption or export)~~ Per Unit
1 case			brought forward		$ 6.500.-	is the
Museum of			case, packing, marking		25.-	same as
Modern Art					$ 6.525.-	the
New York						~~invoiced~~
17.						price.
net weight			Bills of lading, cartage, port & wharf dues,			
12,5 Kilo			insurance, consular invoice, delivery to airport			
gross weight			and freight not known at time of shipment and not			
31 Kilo			included in above.			
			Nett No hay or straw used in packing.			

(Read carefully instructions 1 and 9 before answering the first three following questions.)

Is this merchandise shipped in pursuance of a purchase or an agreement to purchase? Yes (Yes or No)

If answer to preceding question is "Yes," have you entered as item 9 the purchase price of each item in the currency of purchase? (Yes or No)

Is this merchandise shipped otherwise than in pursuance of a purchase or an agreement to purchase? Yes (Yes or No) If answer is "Yes," indicate below whether you have entered as item 9 the present value for each item in the currency in which the transactions are usually made: (*a*) the value for home consumption including all applicable taxes in the country of exportation; or (*b*) the export value to the United States if higher; or (*c*) in the absence of the foreign value and the export value, the price in such currency that the manufacturer, seller, shipper, or owner would have received, or was willing to receive for such merchandise if sold in the ordinary wholesale quantities in the country of exportation; or (*d*) in the absence of all of the foregoing, the cost of production. paper (State whether (*a*), (*b*), (*c*), or (*d*) is applicable)

Is the currency, entered as item 9, gold, silver, or paper? (State which)

Have you enumerated all charges and stated whether each amount has been included in or excluded from the above invoice amounts? Yes (Yes or No) If the inland freight is included in the invoice price or value, is the price or value of the merchandise the same at the factory as at the point of delivery? Yes (Yes or No)

Have you separately itemized all rebates, drawbacks, bounties, or other grants allowed upon the exportation of the merchandise? Yes (Yes or No)

Is such or similar merchandise offered or sold in the home market for home consumption? None (Yes or No) If so, what taxes are applicable? (Rate and kind)

W. Feilchenfeldt

Signature of Seller or Shipper Marianna A. Feilchenfeldt

(When invoice is signed by an authorized agent the name of his principal must be shown.)

By (Authorized agent)

16—22721-3

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Collection: MoMA Exhs.
Series.Folder: 415.4
The Museum of Modern Art Archives, NY

3.9

QUADRUPLICATE

CONSULAR INVOICE OF MERCHANDISE

Invoice No. 3454 Issued in { ~~Triplicate~~ / Quadruplicate

Certified JUN 27 1949 (Date)

FOREIGN SERVICE OF THE UNITED STATES OF AMERICA AT

Zurich, Switzerland

Date 25th June 1949

~~Seller~~ / Consignor: W. Peilchenfeldt
Freiestrasse 116, Zurich

~~Purchaser~~ / Consignee: The Museum of Modern Art
11 West 53rd Street, New York N.Y.

Carrier plane (Vessel or ~~railroad~~)

Port of shipment Zurich

Destination of goods New York, N.Y.

Port of arrival New York, N.Y.

Port of entry New York, N.Y.

Amount of invoice $ 6.525.-

Kind of goods 2 oilpaintings

U. S. GOVERNMENT PRINTING OFFICE 16—22721-1

DECLARATION OF SELLER OR SHIPPER, OR THE AGENT OF EITHER, WHEN MERCHANDISE IS SHIPPED IN PURSUANCE OF A PURCHASE OR AN AGREEMENT TO PURCHASE

I, / We, } ____

acting in the capacity described below, truly declare that ____

of ____

is / are } the { seller / sellers } or { shipper / shippers } of the merchandise described in the within or attached invoice; that the merchandise is sold or agreed to be sold; that there is no other invoice differing from the within or attached invoice, and that all the statements contained herein and in such invoice are true and correct.

I / We } further declare that ____

and that it is intended to make entry of said merchandise at the port of ____

in the UNITED STATES OF AMERICA.

Dated at ____ this ____ day of ____

(Seller) ~~W. Feilchenfeldt~~

(Shipper)

(Agent of seller)

(Agent of shipper)

CONSULAR CERTIFICATE
Form 140

(Date)

I do hereby certify that this invoice was this day produced to me by the signer of the above declaration.

I do further certify that I am satisfied that the person making the declaration above is the person he represents himself to be, and that a fee of $2.50 United States currency equal to ____ (Local currency), has been paid by affixing stamps to the original copy of this document.

Witness my hand and seal of office the day and year aforesaid.

____ of the UNITED STATES OF AMERICA.

DECLARATION OF SHIPPER OR HIS AGENT WHEN THE MERCHANDISE IS SHIPPED OTHERWISE THAN IN PURSUANCE OF A PURCHASE OR AN AGREEMENT TO PURCHASE

I, / We, } W. Peilchenfeldt

acting in the capacity described below, truly declare that W. Peilchenfeldt

of Freiestr.116 Zurich Switzerland

is / ~~are~~ } the { shipper / ~~shippers~~ } of the merchandise described in the within or attached invoice; that the merchandise is shipped otherwise than in pursuance of a purchase, or an agreement to purchase; that there is no other invoice differing from the within or attached invoice, and that all statements contained herein and in such invoice are true and correct.

~~I~~ / ~~We~~ } further declare that ____

and that it is intended to make entry of said merchandise at the port of New York

in the UNITED STATES OF AMERICA.

Dated at Zurich, Switzerland this 25th day of June 1949

W. Feilchenfeldt
(Shipper)

Marianne A. Feilchenfeldt
(Agent of shipper)

CONSULAR CERTIFICATE
Form 140

JUN 27 1949
(Date)

I do hereby certify that this invoice was this day produced to me by the signer of the above declaration.

I do further certify that I am satisfied that the person making the declaration above is the person he represents himself to be, and that a fee of $2.50 United States currency equal to Fr 11.00 (Local currency), has been paid by affixing stamps to the original copy of this document.

Witness my hand and seal of office the day and year aforesaid.

EUGENE W. NASH
Consul
of the UNITED STATES OF AMERICA.

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	MoMA Exhs.	415.4

Kokoschka
Austrian Shipment
SS Sobieski

THE MUSEUM OF MODERN ART

11 WEST 53 STREET
NEW YORK 19, N. Y.

Export

TO Oesterreichische Galerie
Prinz Eugen-Strasse 27
Vienna III, Austria

Date February 5, 1950

PLEASE PUT ORDER NUMBER ON INVOICE

Boston Entry 01918 Rome
" " 01341 Venice

No. 49621

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO ASST. TREASURER'S OFFICE.

	Unit Price	Total
CONFIRMATION ORDER		
For expenses connected with the return of Kokoschka paintings which were lent to our exhibition.		S. 186.60
	$ 9.00 c	

Ordered by Dorothy H. Dudley, Registrar

Authorized by

For Kokoschka Exhibition

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

W. J. BYRNES & CO. of NEW YORK, Inc.
25 BROADWAY
NEW YORK 4, N. Y.

Austrian Shipment

COPY TO

A/20510

October 28, 1949

Air Mail

Gabini & Company,
Via San Lorenzo 13,
Genoa, Italy.

Gentlemen:

With the airmail copy of this letter we are sending you first original on board freight prepaid bill of lading covering two (2) boxes containing paintings from The Museum of Modern Art, which are being shipped to you for re-forwarding to Vienna.

Complete instructions for the handling from Genoa to Vienna are being sent you directly by The Museum of Modern Art.

All charges up to Genoa have been paid and The Museum of Modern Art has arranged necessary insurance.

Via regular mail we are sending you second original bill of lading in the event it is required.

Yours very truly,

W.J. BYRNES & CO OF NY INC.

BY: JAG

JAG:d
Encl.
cc:Regular Mail
cc:The Museum of Modern Art
Att: Miss Dorothy Dudley
Ref: Order 46921

$19.00 hnd to be pd by Austrian Gallery

The above refers to your order 46921. Attached is our invoice for ocean freight and services together with ocean bills of lading as mentioned therein.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Form 105

The Museum of Modern Art
11 West 53rd Street
New York New York

INVOICE No. 12486
SHIPMENT No. A/20510
Shippers Order No.

Att: Miss Duddley ref order # 46921

DR. TO W. J. BYRNES & CO. OF NEW YORK, INC.
25 BROADWAY

PAYABLE IN NEW YORK EXCHANGE

NEW YORK, Oct 27 1949.

Marks and Numbers			
	Inland Freight or Express to		
	Ocean Freight to	24	38
	B/L Charge	2	50
	airmail postage & petties	1	00
	Customs Entry		
	Whse. Withdrawal For		
	Notary Fees		
	Surety on Bonds		
	Duty (*Subject to Liquidation*) Encls 3rd orig on board prepaid ocean b/l 5 n/n b/l copy of letter to consignee.		
	Cartage	5	15
ENTRY NUMBER	Foreign Charges		
	Collection and Return Fee		
	Storage		
	Submitting Invoice to Appraiser		
	Forwarding and Services	7	50
	Attendance at Appraisers Stores		
	2 boxes paintings		
	STEAMER Sobieski TO SAIL O/O NY SAILED ARRIVED	$40	53

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	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART
NEW YORK 19
11 WEST 53rd STREET
TELEPHONE: CIRCLE 5-8900

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK 19, N. Y.

TO Dunn & Fowler
70 Pine Street
New York City 5, N.Y.

Date October 19, 1949
PLEASE PUT ORDER NUMBER ON INVOICE

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

No 46102

	Unit Price		Total
Please insure the following in transit from New York to Genoa and by rail from Genoa to Vienna: 2 boxes containing 3 paintings by Kokoschka total- $ 8,000.- Shipped on the SS SOBIESKI, scheduled to sail Oct.28			

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka exh. - returns

DHD:bcr

P.S. The paintings will be insured by the Museum of Modern Art until delivered to the owner.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART
NEW YORK 19
11 WEST 53rd STREET
TELEPHONE: CIRCLE 5-8900
CABLES: MODERNART NEW YORK

cc: Austrian Gallery
Miss Ulrich
Boston Institute of Contemporary Art

October 18, 1949

Gabini & Co.
Via San Lorenzo 13
Genoa, Italy

Gentlemen:

Enclosed is a copy of our letter to our brokers, W. J. Byrnes & Co., instructing them to forward three paintings by Kokoschka to you on the SS SOBIESKI, scheduled to sail from New York on October 28th.

Will you please forward them by rail to Osterreichische Galerie, Prinz Eugenstrabe 27, Vienna III, Austria, declaring to the rail carrier a value which will insure careful handling.

These paintings have been on loan in the United States in a traveling exhibition of the work of Oskar Kokoschka. They were shipped to the Boston Institute of Contemporary Art from Italy in September, 1948. All expenses to Genoa will be prepaid. Will you please prepay all other expenses up to delivery to the Austrian Gallery and include them in your bill to us.

Our order #46922 will be mailed to you under separate cover. Please refer to this order number when you bill us for these expenses.

Very sincerely yours,

Registrar.

DHD:bcr

P.S. The paintings will be insured by the Museum of Modern Art until delivered to the owner.

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THE MUSEUM OF MODERN ART

NEW YORK 19

11 WEST 53rd STREET
TELEPHONE: CIRCLE 5-8900
CABLES: MODERNART, NEW-YORK

PAINTINGS BY KOKOSCHKA

To be shipped to Genoa on SS SOBIESKI, October 28, 1949, and by rail from Genoa to Vienna.

To: Osterreichische Galerie
Prinz Eugenstrabe 27
Vienna III, Austria

Via: Cabini & Co.
Via San Lorenzo, 13
Genoa

Box MOMA 1 VIENNA 34 x28 x 4"; Net Weight 4 lbs.; Gross weight 18 lbs.

49.1768 Kokoschka: Dr. Julius Saspe, oil on canvas $ 3,000.-

Box MOMA 2 VIENNA 59 x 50 x 14"; Net weight 53 lbs.; Gross weight 183 lbs.

49.1767 Kokoschka: The Annunciation, oil on canvas 2,000.-
49.1766 Kokoschka: Still Life with Tortoise and Hyacinth, oil on canvas 3,000.-

These paintings were lent for exhibition in the United States and are now being returned to the owners.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART, 11 West 53rd Street, New York City, New York
Cables: Modernart, New-York

Form 106B

CARTAGE ORDER

Our file A/20510

NEW YORK Oct 20/49

W S Budworth & Son
424 West 52nd St NYC

Consigned to Hahn Bros
Freight Charges
Storage Charges
Arrived in Car No.
Arrived per S/S
Form or Pro
Customs Permit No.

MARKS AND NUMBERS	PACKAGES	CONTENTS	WEIGHT
MOMA 1/2 Vienna Via Genoa	2	Bxs Paintings Ref Entries 01918,01341	201Lbs

CARTMAN—Pickup and DELIVER above shipment to

S/S Sobieski Pier 88 NR

Delivery Date Oct 24/25

ENCLOSURES
Del order
Dock Receipt
Del Permit 27

Yours very truly,
W. J. BYRNES & CO. of NEW YORK, Inc.
25 BROADWAY
Telephone Whitehall 3-9653
per J Sparandera

SPECIAL NOTICE
These orders are specific and must not be deviated from without authority from this office. Delivery and pickup dates must be adhered to. If papers are lost telephone this office for instructions immediately. DO NOT substitute any papers for those attached hereto.

Registrar.

BHD:bcr

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART

11 WEST 53 STREET
NEW YORK 19, N. Y.

TO W. J. Byrnes & Co.
25 Broadway
New York 4, N.Y.

Date October 18, 1949

PLEASE PUT ORDER NUMBER ON INVOICE

№ 46921

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price	Total
Please collect the following from W.S.Budworth and ship to Gabini & Co., Genoa, on the SS Sobieski, October 28, 1949. Paintings to be shipped by rail from Genoa to Vienna. See our letter of October 18th.		
MOMO 1 VIENNA		
49.1768 Kokoschka: Dr. Julius Szeps.o/c		$3,000.00
MOMA 2 VIENNA		
49.1767 Kokoschka: The Annunciation,o/c		$2,000.00
49.1766 " : Still Life with Tortoise and Hyacinth,o/c		3,000.00

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka - returns

DHD:ber

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

cc: Gabini & Co.
Austrian Gallery
Miss Ulrich
Boston Institute of Contemporary Art

October 18, 1949

W. J. Byrnes & Co.
25 Broadway
New York 4, N.Y.
Attention: Mr. Gunther

Re: Boston Institute of Contemporary Art
Entries 01918, 01341

Dear Mr. Gunther:

Please collect the paintings on the enclosed invoice from W. S. Budworth & Son, 424 West 52nd Street, and forward them, via Genoa, to Osterreichische Galerie, Prinz Eugenstrabe 27, Vienna III, Austria. They are to be shipped to Genoa on the SS SOBIESKI, scheduled to sail October 28th, consigned to Gabini & Co., via San Lorenzo 13, for forwarding by rail to Vienna.

The museum will insure this shipment and pay all expenses up to delivery to the owner. Please prepay expenses to Genoa. We shall instruct Gabini & Co. to prepay all other expenses until the paintings are delivered to the Austrian Gallery and to bill us directly.

Please request special stowage during ocean transit and instruct Gabini & Co. to declare to rail carriers values which will insure careful handling in transit to Vienna.

Our order #46921 will be mailed to you under separate cover.

Very sincerely yours,

Registrar.

DHD:ber

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	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART, 11 West 53rd Street, New York City, New York
Cables: Modernart, New-York

W. J. Byrnes and Company

Freight Brokers Custom House Brokers Freight Forwarders

25 Broadway

PAINTINGS BY KOKOSCHKA

To be shipped to Genoa on SS Sobieski,
October 28, 1949, and by rail from Genoa
to Vienna.

To: Osterreichische Galerie
Prinz Eugenstrabe 27
Vienna III, Austria

Via: Cabini & Co.
Via San Lorenzo, 13
Genoa

Box MOMA 1 VIENNA 34 x 8 x 4"; Net weight 41lbs.; Gross weight 18 lbs.

49.1768 Kokoschka: Dr. Julius Szeps, oil on canvas $ 3,000.-

Box MOMA 2 VIENNA 59 x 50 x 14"; Net weight 53 lbs.; Gross weight 183 lbs.

49.1767 Kokoschka: The Annunciation, oil on canvas $ 2,000.-
49.1766 Kokoschka: Still Life with Tortoise and Hyacinth, oil on canvas $ 3,000.-

These paintings were lent for exhibition in the United States and are now being returned to the owners.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK 19, N. Y.

Kokoschka
Austrian shipment

TO Gabini & Co.
Via San Lorenzo
Genoa, Italy

Date October 19, 1949
PLEASE PUT ORDER NUMBER ON INVOICE

No. 46922
№ 46923

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

Please forward the following boxes by rail to Osterreichische Galerie, Prinz Eugenstrabe 27, Vienna III, Austria. They will be shipped to you on the SS Sobieski sailing from New York on October 28th.

Box MOMA 1 VIENNA
Containing 1 painting by Kokoschka

Box MOMA 2 VIENNA
Containing 2 paintings by Kokoschka

Unit Price | Total

Ordr 46923 Voided
Ordr 46922 Transferred to it as above.

Ordered by D H Dudley
Dorothy H. Dudley

Authorized by

For Kokoschka - returns

Ck # 47830 3/27/50 to Chase Bank $11.19
.65 Bank Charge
$11.84

Pls. let me know Charges.

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	MoMA Exhs.	415.4

NEW YORK SAN FRANCISCO LOS ANGELES SEATTLE

W. J. Byrnes and Company
of New York, Inc.

Freight Brokers Custom House Brokers Freight Forwarders

Cable Address
Wilbyr, New York

25 Broadway
New York 4, N. Y.

Telephone
Whitehall 3-4740

In reply refer to A/20510

March 20, 1950

The Museum of Modern Art,
11 West 53rd Street,
New York, N.Y.

Att: Miss Dorothy H. Dudley
Registrar

Gentlemen:

With our letter of March 17th we sent you Gabini & Co. invoice 272 covering charges on the paintings shipped under your order 46921.

In sending us this bill Messrs. Gabini point out that due to currency laws in effect in Austria they were not able to prepay all of the charges through to Vienna but only as far as the Italo-Austrian border.

Yours very truly,

W.J. BYRNES & CO OF NY INC.

JAG:d

BY:

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

NEW YORK SAN FRANCISCO LOS ANGELES SEATTLE

W. J. Byrnes and Company
of New York, Inc.

Freight Brokers Custom House Brokers Freight Forwarders

Cable Address
Wilbyr, New York

25 Broadway
New York 4, N. Y.

Telephone
Whitehall 3-4740

In reply refer to A/20510

March 17, 1950

The Museum of Modern Art,
11 West 53rd St.,
New York, N.Y.

Att: Miss Dorothy H. Dudley,
Registrar

Gentlemen:

Attached is invoice from Gabini & Co. No. 272, Sped No. 9590 for $11.00, covering services and expenses in connection with the two boxes of paintings delivered to the Osterreichische Galerie, Vienna, Austria, under your order 46921.

Please make remittance directly to Gabini & Co. as was your original intention.

Yours very truly,

W.J. BYRNES & CO OF NY INC.

BY: J.A.G. $11.00

JAG:d
Encl.

cc:Gabini & Co.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

W. J. BYRNES & CO OF NY INC 25 Broadway NY A/20510

GDYNIA-AMERICA SHIPPING LINES, LTD.

GDYNIA AMERICA LINE

BILL OF LADING

Received from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

(M.S. Sobieski
SHIP: (S.S. _____ VOYAGE NO. _____

PORT OF LOADING New York

SHIPPER: The Museum of Modern Art

CONSIGNEE: ORDER OF Gabini & Co. OR ASSIGNS

ARRIVAL NOTICE TO BE ADDRESSED TO Same at Via San Lorenzo 13, Genoa Italy for A/C
Osterreichische Galerie, Prinz Eugenstrabe 27, Vienna III, Austria

PORT OF DISCHARGE FROM SHIP: (without liability to Carrier, see Clauses 12 and 29 hereof) Genoa

THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 3 HEREOF

PARTICULARS FURNISHED BY SHIPPER OF GOODS

Leading Marks	Numbers	Number of Pieces or Packages	Shipper's Description of Goods	Shipper's Gross Weight Pounds	Shipper's Gross Weight Kilos
MOMA Vienna	1/2	2	Boxes Paintings (Returned Goods) Export Dec. No. P2257737	201	92

COPY
NOT NEGOTIABLE

Attention of shippers, consignors, consignees, forwarders, brokers and other persons is called to the provisions of Sec. 16 of the Shipping Act, 1916, as amended by the Act approved June 16, 1936, in relation to penalty of not more than $5,000 in relation to false billing, false classification, false weighing, false report of weight, or any other unjust or unfair device or means to obtain or attempt to obtain transportation by water of property at less than the rates or charges which would otherwise be applicable.

Where the authorities at destination consider cargo to be corrosive, inflammable, explosive or injurious, Owners of such cargo to take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice and notwithstanding any custom of the port to the contrary, may discharge such cargo into lighter or other conveyance at the risk of the Owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the Port Authorities for the storage or reception of same to be for account of the Consignees, and/or Owners and/or Shippers of such cargo.

If the goods herein covered are carried on a vessel owned by or under bareboat charter to the United States and which is a public vessel of the United States, War Shipping Administration, on behalf of the United States, hereby assumes all liabilities it would have with respect to the carriage of such goods if the vessel were a merchant vessel except with respect to cargo owned by the United States or any agency or department thereof and lend-lease cargo. This clause is to be construed only as an agreement that such cargo when carried on such a public vessel shall be treated as though the carrying vessel were a merchant vessel with respect to liabilities for loss or damage to such cargo.

Freights named herein are subject to such rates, charges or surcharges as may be in effect on date of sailing.

In ACCEPTING THIS BILL OF LADING the shipper, consignee and owner of the goods agree to be bound by all of its stipulations, exceptions, and conditions, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

FREIGHT TO BE PREPAID

			FREIGHT	
_____ cf.	@ _____	per cf.	$ _____	_____
_____ cf.	@ _____	per cf.	$ _____	_____
_____ cf.	@ _____	per 40 cf.	$ _____	_____
26 lbs.	@ 37 50	per 100 lbs.	$ 24	38
_____ lbs.	@ _____	per 100 lbs.	$ _____	_____
_____ lbs.	@ _____	per 2240 lbs.	$ _____	_____
_____	@ Surcharge		$ _____	_____
_____	@ _____		$ _____	_____
_____	@ _____		$ _____	_____
			Total $ _____	_____

Dated at NEW YORK OCT 26 1949

IN WITNESS WHEREOF, there have been executed THREE Bills of Lading, exclusive of non-negotiable copies all of the same tenor and date, ONE of which being accomplished, the others to stand void.

FOR THE MASTER, By GDYNIA-AMERICA LINE, INC. as AGENT

By _____ B/L No. 3

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

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(Terms continued from face of B/L)

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance and rules thereto annexed which may be in effect where this bill of lading is issued.

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of Sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

(b) If the ship named herein is not owned by the Gdynia-America Line, this bill of lading shall take effect as a contract only with the owner of said ship, as principal made through the agency of the Gdynia-America Line, which acts as agent only and shall be under no liability as principal in respect thereof. If, however, it shall be adjudged that any other than the owner is Carrier and/or bailee of the goods, all limitations of and exemptions from liability provided by law or the terms hereof shall be available to such other.

2. In this bill of lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the ship, her owner, operator, disponent owner, charterer, and if bound hereby the time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, and ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary, inward or retrograde, to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo or ballast on board, work or tow vessels in distress, trial trips, adjust or tests, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or discharging thereat or discharging the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the ship may proceed or return, directly or indirectly, to or stop at any port or place whatsoever and the Master or other Carrier may comply with any orders or directions, circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

6. In any situation wheresoever and whenever the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or elected from them by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and expenses and charges incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

7. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and shall be durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure fully to disclose the nature and character of the goods.

7. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding such deck carriage. The corresponding provision of any Carriage of Goods by Sea Act that may be applicable. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Goods or articles carried in any such compartment are at the sole risk of the owner thereof and subject to all the conditions, exceptions and limitations as to the Carrier's liability and responsibility provided in this bill of lading whether the Carrier shall not be liable for any loss or damage occasioned by the temperature, risks of refrigeration, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator or refrigerating machinery or by any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

8. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident, mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Subsection 2, a to p inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived. Except as provided above such animals and shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or property other than or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

10. General average shall be adjusted and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, the shipper, the consignee, or owners of the goods, jointly and severally shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.

11. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the ship does not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatever.

The carriage by any transhipping or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transhipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transhipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, any and all cargo that may come to hand at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of disposition of the goods.

13. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment on the goods or on packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise disposed of may be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expense of mending, coopering, bailing or reconditioning of the goods or packages and gathering of loose cargo or contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with the laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or collect and whether at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever ship and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House at port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even months before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or connection with goods exceeding in actual value $500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500 per package or per such unit, unless the value is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of $500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than $500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than $500 per package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

Valuation of goods not shipped in packages but susceptible of being so shipped shall not be greater under this paragraph than would be the case had they been shipped in packages.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written notice thereof in terms of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

19. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit be brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an appearance to answer.

20. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incident to the arrest or detention of the vessel, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to delay delivery of the goods until such examination asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature being hereby waived by the shipper on account of the owner of the goods incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

21. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

22. Cargo shall be received and taken on quay or into craft only by shipper's agent for account of consignee at current rates, and any cargo which may be ordered for delivery into local deposits, must be taken by an official carman appointed by the agent of the ship, at current rates for account and risk of consignee.

23. If any bagged or baled goods are landed slack or torn, receiver and/or consignee shall accept same and all proceedings shall be at his own risk and free of weight in bags or bales torn, mended or with sample holes.

24. Cotton: Description of the condition of the cotton does not relate to the insufficiency of or torn condition of the covering, nor to any damage resulting therefrom and Carrier shall not be responsible for damage of such nature.

25. Specie will not be shipped unless so specified. It must be put on board by the shipper, and will only be delivered on board on presentation of the bills of lading properly endorsed; it may be carried on at consignee's risk if delivery is not taken during the ship's stay in port, and in every case the liability of the Carrier shall cease when the specie leaves the ship's deck.

26. SPECIFIED DOCK OR DISCHARGING BERTH: If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Master, the ship can safely under her own power, proceed to, lie at, and return from said dock or wharf, always afloat at any time of tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and, that otherwise, the ship shall discharge the goods in accordance with Clause 12 of this bill of lading, whereupon Carrier's responsibility shall cease.

27. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

28. In the event of shipment being made from a Canadian port it is mutually agreed that this shipment is subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of Parliament of Canada, 9-10 Edward VII, Cap. 61, entitled "The Water Carriage of Goods Act," and Section Four is incorporated in this Bill of Lading as required by the Act.

29. No claim shall, under any circumstances whatever, attach to the carrier for failure to notify consignee or other concerned of the arrival of the goods. Quay dues if any, on cargo at Copenhagen or Gdynia, to be paid by receivers of goods any port regulations to the contrary notwithstanding.

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W. J. BYRNES & CO OF NY INC 25 Broadway NY A/20510

GDYNIA-AMERICA SHIPPING LINES, LTD.

GDYNIA AMERICA LINE

BILL OF LADING

Received from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

(M.S.
SHIP: (S.S. Sobieski VOYAGE NO. _____

PORT OF LOADING New York

SHIPPER: The Museum of Modern Art

CONSIGNEE: ORDER OF Gabini & Co. OR ASSIGNS _____

ARRIVAL NOTICE TO BE ADDRESSED TO Same at Via San Lorenzo 13, Genoa Italy for A/C
Österreichische Galerie, Prinz Eugenstrabe 27, Vienna III, Austria

PORT OF DISCHARGE FROM SHIP: (without liability to Carrier, see Clauses 12 and 29 hereof) Genoa

THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 3 HEREOF

PARTICULARS FURNISHED BY SHIPPER OF GOODS

Leading Marks	Numbers	Number of Pieces or Packages	Shipper's Description of Goods	Shipper's Gross Weight Pounds	Shipper's Gross Weight Kilos
MOMA Vienna	1/2	2	Boxes Paintings (Returned Goods) Export Dec. No. P2257737	201	92

COPY
NOT NEGOTIABLE

Attention of shippers, consignors, consignees, forwarders, brokers and other persons is called to the provisions of Sec. 16 of the Shipping Act, 1916, as amended by the Act approved June 16, 1936, in relation to penalty of not more than $5,000 in relation to false billing, false classification, false weighing, false report of weight, or any other unjust or unfair device or means to obtain or attempt to obtain transportation by water of property at less than the rates or charges which would otherwise be applicable.

Where the authorities at destination consider cargo to be corrosive, inflammable, explosive or injurious, Owners of such cargo to take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice and notwithstanding any custom of the port to the contrary, may discharge such cargo into lighter or other conveyance at the risk of the Owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the Port Authorities for the storage or reception of same to be for account of the Consignees, and/or Owners and/or Shippers of such cargo.

If the goods herein covered are carried on a vessel owned by or under bareboat charter to the United States and which is a public vessel of the United States, War Shipping Administration, on behalf of the United States, hereby assumes all liabilities it would have with respect to the carriage of such goods if the vessel were a merchant vessel except with respect to cargo owned by the United States or any agency or department thereof and lend-lease cargo. This clause is to be construed only as an agreement that such cargo when carried on such a public vessel shall be treated as though the carrying vessel were a merchant vessel with respect to liabilities for loss or damage to such cargo.

Freights named herein are subject to such rates, charges or surcharges as may be in effect on date of sailing.

In ACCEPTING THIS BILL OF LADING the shipper, consignee and owner of the goods agree to be bound by all of its stipulations, exceptions, and conditions, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

FREIGHT TO BE PREPAID

			FREIGHT	
_____ cf.	@ _____	per cf.	$ _____	_____
_____ cf.	@ _____	per cf.	$ _____	_____
_____ cf.	@ _____	per 40 cf.	$ _____	_____
_____ lbs.	@ _____	per 100 lbs.	$ _____	_____
_____ lbs.	@ _____	per 100 lbs.	$ _____	_____
_____ lbs.	@ _____	per 2240 lbs.	$ _____	_____
_____	@ Surcharge		$ _____	_____
_____	@ _____		$ _____	_____
_____	@ _____		$ _____	_____

Dated at NEW YORK OCT 26 1949 Total $ _____

IN WITNESS WHEREOF, there have been executed THREE Bills of Lading, exclusive of non-negotiable copies all of the same tenor and date, ONE of which being accomplished, the others to stand void.

FOR THE MASTER, By GDYNIA-AMERICA LINE, INC. as AGENT

By _____ B/L No. 3

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(Terms continued from face of B/L)

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specified herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance and rules thereto annexed which may be in effect where this bill of lading is issued.

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability conferred by any provisions of Sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

(b) If the ship named herein is not owned by the Gdynia-America Line, this bill of lading shall take effect as a contract only with the owner of said ship, as principal made through the agency of the Gdynia-America Line, which acts as agent only and shall be under no liability as principal in respect thereof. If, however, it shall be adjudged that any other than the owner is Carrier and/or bailee of the goods, all limitations of and exemptions from liability provided by law or the terms hereof shall be available to such other.

2. In this bill of lading the word "ship" shall include any substituted vessel, and any lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the ship, her owner, master, operator, demise charterer, and if bound hereby the time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the regular, irregular, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and before proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo aboard go on ways or to repair yards, shift berths, make trial trips or tests, take fuel, stores, passengers, without in port, sail with or without pilots, be towed and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods, or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the ship may proceed or return, directly or indirectly, to or to stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or of the forwarding of goods as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. Pay for any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and ship shall not be liable to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery of, refuse to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or by persons purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee of the goods and shall be a lien on the goods.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be considered as having knowledge of the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure fully to disclose the nature and character of the goods.

7. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding Sec. 1 (c) thereof, or the corresponding provision of any Carriage of Goods by Sea Act of that may be applicable. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. 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 the Carrier's liability and other provisions of this bill of lading; and further the Carrier shall not be liable for loss of or damage occasioned by the temperature, risks of refrigeration, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof, or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

8. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Subsection 2, a to p inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

10. General average shall be adjusted, stated and settled, according to Rules 1 to 16, inclusive, 17 to 22, inclusive, and Rule of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, the shippers, the consignees, or owners of the goods, jointly and severally shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.

11. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the ship does not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transhipping or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transhipping or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or arrive before or after the ship expected to be used for the transportation of the goods. This carrier may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transhipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transhipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included and at such time of day or night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be in operation during lay or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and wharfage dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of dispatch or arrival of the goods.

13. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, and illegible residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expenses of mending, cooperage, balling or reconditioning of the goods or packages and gathering of loose cargo or contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting or claiming to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of particulars of goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment on either the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably when once received by the Carrier or ship and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding or transhipment by any carrier shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the United States of America at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by the actual fault or neglect

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of $500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than $500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than $500 per package or other freight unit, their value for the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

Valuation of goods not shipped in packages but susceptible of being so shipped shall not be greater under this paragraph than would be the case had they been shipped in packages.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

19. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an agreement to appear.

20. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incidental to hostilities the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to deliver the goods only after any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the goods either at the time of examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and any other risks of whatsoever nature shall be solely for the account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

21. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

22. Cargo and ship's agents and others may be employed by ship's agent for account of consignee at current rates, and any cargo which may be ordered for delivery into local depositories or elsewhere may be taken by carrier appointed by the agent of the ship, at current rates for account and risk of consignee.

23. If any bagged or baled goods are landed slack or torn, receiver and/or consignee shall accept its proportion of the weight of bagging, with not responsible for loss of weight in bags or bales torn, mended or with sample holes.

24. Cotton: Description of the goods and the condition are for identification only and does not relate to the insufficiency of or torn condition of the covering, nor to any damage resulting therefrom and Carrier shall not be responsible for damage of such nature.

25. Specific Delivery: Bill of lading must be surrendered to Carrier; it must be put on board by the shipper, and will only be delivered on board on presentation of the bills of lading properly endorsed; it may be carried on at consignee's risk if delivery is not taken during the ship's stay in port and in every case the liability of the Carrier shall cease when the specie leaves the ship's deck.

26. SPECIE(GOLD) AND BULLION: If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that Carrier may make such delivery only if, in the sole judgment of the Master, the ship can safely under her own power, proceed to, lie at, and return from said dock or wharf, always afloat at any time of tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and, that otherwise, the ship shall discharge the goods in accordance with Clause 12 of this bill of lading, whereupon Carrier's responsibility shall cease.

27. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered by the agent of the ship at the port of discharge in exchange for delivery order.

28. In the event of shipment being made from a Canadian port it is mutually agreed that this shipment is subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of Parliament of Canada, 9-10 Edward VII, Cap. 61, entitled "The Water Carriage of Goods Act," and Section Four is incorporated in this Bill of Lading as required by the Act.

29. No claim shall, under any circumstances whatever, attach to the carrier for failure to notify consignee or others concerned of the arrival of the goods. Quay dues if any, on cargo at Copenhagen or Gdynia, to be paid by receivers of goods any port regulations to the contrary notwithstanding.

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W. J. BYRNES & CO OF NY INC 25 Broadway NY A/20510

GDYNIA-AMERICA SHIPPING LINES, LTD.

GDYNIA AMERICA LINE

BILL OF LADING

Received from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

(M.S.
SHIP: (S.S. Sobieski VOYAGE NO. _____

PORT OF LOADING New York

SHIPPER: The Museum of Modern Art

CONSIGNEE: ORDER OF Gabini & Co. OR ASSIGNS _____

ARRIVAL NOTICE TO BE ADDRESSED TO Same at Via San Lorenzo 13, Genoa Italy for A/C
Osterreichische Galerie, Prins Eugenstrabe 27, Vienna III, Austria

PORT OF DISCHARGE FROM SHIP: (without liability to Carrier, see Clauses 12 and 29 hereof) Genoa

THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 3 HEREOF

PARTICULARS FURNISHED BY SHIPPER OF GOODS

Leading Marks	Numbers	Number of Pieces or Packages	Shipper's Description of Goods	Shipper's Gross Weight Pounds	Shipper's Gross Weight Kilos
MOMA Vienna	1/2	2	Boxes Paintings (Returned Goods) Export Dec. No. P2257737	201	92

COPY
NOT NEGOTIABLE

Attention of shippers, consignors, consignees, forwarders, brokers and other persons is called to the provisions of Sec. 16 of the Shipping Act, 1916, as amended by the Act approved June 16, 1936, in relation to penalty of not more than $5,000 in relation to false billing, false classification, false weighing, false report of weight, or any other unjust or unfair device or means to obtain or attempt to obtain transportation by water of property at less than the rates or charges which would otherwise be applicable.

Where the authorities at destination consider cargo to be corrosive, inflammable, explosive or injurious, Owners of such cargo to take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice and notwithstanding any custom of the port to the contrary, may discharge such cargo into lighter or other conveyance at the risk of the Owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the Port Authorities for the storage or reception of same to be for account of the Consignees, and/or Owners and/or Shippers of such cargo.

If the goods herein covered are carried on a vessel owned by or under bareboat charter to the United States and which is a public vessel of the United States, War Shipping Administration, on behalf of the United States, hereby assumes all liabilities it would have with respect to the carriage of such goods if the vessel were a merchant vessel except with respect to cargo owned by the United States or any agency or department thereof and lend-lease cargo. This clause is to be construed only as an agreement that such cargo when carried on such a public vessel shall be treated as though the carrying vessel were a merchant vessel with respect to liabilities for loss or damage to such cargo.

Freights named herein are subject to such rates, charges or surcharges as may be in effect on date of sailing.

In ACCEPTING THIS BILL OF LADING the shipper, consignee and owner of the goods agree to be bound by all of its stipulations, exceptions, and conditions, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

FREIGHT TO BE PREPAID

			FREIGHT	
_____ cf.	@ _____	per cf.	$ _____	_____
_____ cf.	@ _____	per cf.	$ _____	_____
_____ cf.	@ _____	per 40 cf.	$ _____	_____
_____ lbs.	@ _____	per 100 lbs.	$ _____	_____
_____ lbs.	@ _____	per 100 lbs.	$ _____	_____
_____ lbs.	@ _____	per 2240 lbs.	$ _____	_____
_____	@ Surcharge		$ _____	_____
_____	@ _____		$ _____	_____
_____	@ _____		$ _____	_____
			Total $ _____	

Dated at NEW YORK OCT 26 1949

IN WITNESS WHEREOF, there have been executed THREE Bills of Lading, exclusive of non-negotiable copies all of the same tenor and date, ONE of which being accomplished, the others to stand void.

FOR THE MASTER, By GDYNIA-AMERICA LINE, INC. as AGENT

By _____ B/L No. 3

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(Terms continued from face of B/L)

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance and rules thereto annexed which may be in effect where this bill of lading is issued.

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of Sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

(b) If the ship named herein is not owned by the Gdynia-America Line, this bill of lading shall take effect as a contract only with the owner of said ship, as principal made through the agency of the Gdynia-America Line, which acts as agent only and shall be under no liability as principal in respect thereof. If, however, it shall be adjudged that any other than the owner is Carrier and/or bailee of the goods, all limitations of and exemptions from liability provided by law or the terms hereof shall be available to such other.

2. In this bill of lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier in the performance of this contract; the word "Carrier" shall include the ship, her owner, master, operator, demise charterer, and if bound hereby the time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee of the goods; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may for any purpose occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and whether or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo aboard go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores, remain in port, sail with or without pilots, tow and assist vessels in distress and deviate for the purpose of saving life or property, and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at such port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other places, or the ship may proceed or return, directly or indirectly or stop at any port or place whatsoever which the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may carry the goods on board until the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility for any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract of voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may be armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances it is optional with the Carrier that all risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concerned to the correctness of such marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure fully to disclose the nature and character of the goods.

7. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding Sec. 1 (c) thereof, or the corresponding provision of any Carriage of Goods by Sea Act that may be applicable. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Goods or articles carried in any such compartment are at the sole risk of the owner thereof subject to all the conditions, exceptions and limitations as to the 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, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof, or by or in any material or the supply or use thereof in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

8. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matter mentioned in Section 4. Subsection 2, to 9 inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatsoever not due to the fault or neglect of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

10. General average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and to such other rules not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge. General average agreement or bond and such additional security, as may be required by the Carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, the shippers, the consignees, or owners of the goods, jointly and severally shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a saving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such saving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.

11. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the ship does not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transhipping or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document and at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transhipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transhipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may deem convenient no matter the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or or special cooling facilities shall not be furnished during loading or discharge or at the expense of the goods unless provided in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to a warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of disposition.

13. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages and letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expenses of mending, cooperage, bailing or reconditioning of the goods or packages and gathering of loose cargo or contents of packages, also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, of seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations or any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring or valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment and the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever ship and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid freight charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the port of discharge or destination at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, and shall have the right to sell the goods or any part thereof at public or private sale for all charges due hereunder and the shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods or any part thereof caused by or through before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by the design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of $500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than $500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and a special rate paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than $500 per package or other freight unit, their value in any consular declaration and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any consular value is given or not.

Valuation of goods not shipped in packages but susceptible of being so shipped shall not be greater under this paragraph than would be the case had they been shipped in packages.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier or Carrier's agent of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim be received by the Carrier within thirty days after receipt of the notice herein provided for.

19. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit be brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by agreement to appear.

20. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to comply with any order to the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the goods pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

21. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

22. Cargo skids and labor on quay are to be provided by ship's agent for account of consignee at current rates, and any cargo which may be ordered for delivery into fiscal deposits, must be taken by an official cartman appointed by the agent or by the Master of the ship, or cannot be delivered.

23. If any bagged or baled goods are landed slack or torn, receiver and/or consignee shall accept its proportion of the sweepings which shall not responsible for loss of weight in bags or bales torn, rended or with sample holes.

24. Cotton: Description of the condition of the cotton does not relate to the insufficiency of or torn condition of the coverings of bales unless the defects resulting therefrom and Carrier shall not be responsible for damage of such nature.

25. Specie: Specie will not be shipped or landed by the Carrier; it must be put on board by the shipper, and will only be delivered on board on presentation of the bills of lading properly endorsed; it may be carried on at consignee's risk if delivery is not taken during the ship's stay in port, and in every case the liability of the Carrier shall cease when the specie leaves the ship's deck.

26. SPECIFIED DOCK DISCHARGE: If the carrier makes a special agreement, whether in writing or otherwise, to discharge the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the Carrier shall make such delivery only if, in the sole judgment of the Master, the ship can safely under her own power, proceed to, lie at, and return from said dock or wharf, always afloat at any time of the tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and, that otherwise, the ship shall discharge the goods in accordance with Clause 12 of this bill of lading, whereupon Carrier's responsibility shall cease.

27. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed to by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

28. In the event of shipment being made from a Canadian port it is mutually agreed that this shipment is subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of Parliament of Canada, 9-10 Edward VII, Cap. 61, entitled "The Water Carriage of Goods Act," and Section Four is incorporated in this Bill of Lading as required by the Act.

29. No claim shall, under any circumstances whatever, attach to the carrier for failure to notify consignee or others concerned of the arrival of the goods. Quay dues if any, on cargo at Copenhagen or Gdynia, to be paid by receivers of goods any port regulations to the contrary notwithstanding.

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W. J. BYRNES & CO OF NY INC 25 Broadway NY A/20510

GDYNIA-AMERICA SHIPPING LINES, LTD.

GDYNIA AMERICA LINE

BILL OF LADING

Received from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, Master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

(M.S.
SHIP: (S.S. Sobieski VOYAGE NO. _____

PORT OF LOADING New York

SHIPPER: The Museum of Modern Art

CONSIGNEE: ORDER OF Gabini & Co. OR ASSIGNS _____

ARRIVAL NOTICE TO BE ADDRESSED TO Same at Via San Lorenzo 13, Genoa Italy for A/C
Osterreichische Galerie, Prinz Eugenstrabe 27, Vienna III, Austria

ON BOARD
GDYNIA AMERICA LINE, INC.

PORT OF DISCHARGE FROM SHIP: (without liability to Carrier, see Clauses 12 and 29 hereof) Genoa

THE SCOPE OF THE VOYAGE IS DESCRIBED IN CLAUSE 3 HEREOF

PARTICULARS FURNISHED BY SHIPPER OF GOODS

Leading Marks	Numbers	Number of Pieces or Packages	Shipper's Description of Goods	Shipper's Gross Weight Pounds	Shipper's Gross Weight Kilos
MOMA Vienna	1/2	2	Boxes Paintings (Returned Goods) Export Dec. No. P2257737	201	92

FREIGHT PREPAID

ORIGINAL

Attention of shippers, consignors, consignees, forwarders, brokers and other persons is called to the provisions of Sec. 16 of the Shipping Act, 1916, as amended by the Act approved June 16, 1936, in relation to penalty of not more than $5,000 in relation to false billing, false classification, false weighing, false report of weight, or any other unjust or unfair device or means to obtain or attempt to obtain transportation by water of property at less than the rates or charges which would otherwise be applicable.

Where the authorities at destination consider cargo to be corrosive, inflammable, explosive or injurious, Owners of such cargo to take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice and notwithstanding any custom of the port to the contrary, may discharge such cargo into lighter or other conveyance at the risk of the Owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the Port Authorities for the storage or reception of same to be for account of the Consignees, and/or Owners and/or Shippers of such cargo.

If the goods herein covered are carried on a vessel owned by or under bareboat charter to the United States and which is a public vessel of the United States, War Shipping Administration, on behalf of the United States, hereby assumes all liabilities it would have with respect to the carriage of such goods if the vessel were a merchant vessel except with respect to cargo owned by the United States or any agency or department thereof and lend-lease cargo. This clause is to be construed only as an agreement that such cargo when carried on such a public vessel shall be treated as though the carrying vessel were a merchant vessel with respect to liabilities for loss or damage to such cargo.

Freights named herein are subject to such rates, charges or surcharges as may be in effect on date of sailing.

In ACCEPTING THIS BILL OF LADING the shipper, consignee and owner of the goods agree to be bound by all of its stipulations, exceptions, and conditions, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

FREIGHT TO BE PREPAID

		FREIGHT	
_____ cf.	@ _____ per cf.	$ _____	_____
_____ cf.	@ _____ per cf.	$ _____	_____
_____ cf.	@ _____ per 40 cf.	$ _____	_____
_____ lbs.	@ _____ per 100 lbs.	$ _____	_____
_____ lbs.	@ _____ per 100 lbs.	$ _____	_____
_____ lbs.	@ _____ per 2240 lbs.	$ _____	_____
_____	@ Surcharge	$ _____	_____
_____	@ _____	$ _____	_____
_____	@ _____	$ _____	_____
		Total $ _____	_____

Dated at NEW YORK OCT 26 1949

IN WITNESS WHEREOF, there have been executed THREE Bills of Lading, exclusive of non-negotiable copies all of the same tenor and date, ONE of which being accomplished, the others to stand void.

FOR THE MASTER, By GDYNIA-AMERICA LINE, INC. as AGENT

By _____ B/L No. 3

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(Terms continued from face of B/L)

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance and rules thereto annexed which may be in effect where this bill of lading is issued.

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of Sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

(b) If the ship named herein is not owned by the Gdynia-America Line, this bill of lading shall take effect as a contract only with the owner of said ship, as principal made through the agency of the Gdynia-America Line, which acts as agent only and shall be under no liability as principal in respect thereof. If, however, it shall be adjudged that any other than the owner is Carrier of the goods, all limitations of and exemptions from liability provided by law or the terms hereof shall be available to such other.

2. In this bill of lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the ship, the owner, operator, disponent owner, time charterer, and if bound thereby the time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as shipper in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports in any order, whether or not named herein or in the margin hereof or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto or return to the original port of departure from the direct or customary route, and includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports, whether scheduled or not, and may call at the same port more than once, may for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo aboard go to repair yards, alter course, repair, shift berths, make trial trips or tests, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier may be likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the ship may proceed or return, directly or indirectly, to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods at any port thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or the Master may consider safe and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable compensation.

5. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, delivery, or anything else whatsoever given by the government, or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

6. In addition to other liberties the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

7. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight if any such piece or package having been declared or marked thereon or from failure fully to disclose the nature and character of the goods.

8. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils howsoever arising shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding Sec. 1 thereof, or the corresponding provision of any Carriage of Goods by Sea Act that may be applicable. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Goods or articles carried in any such compartment are at the sole risk of the owner thereof and subject to all the conditions, exceptions and limitations as to the Carrier's liability and the 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, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof, or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

9. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident or mortality and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Subsection 2, a to p inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

10. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

10. General average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient and as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, the shippers, the consignees, or owners of the goods, jointly and severally shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.

11. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the ship does not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transhipping or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transhipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the customary time on the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of disposition of the goods.

13. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo shortages, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods on board in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper shall be divided in proportion to the several shipments.

14. The goods shall be liable for all expenses of mending, cooperage, bailing or reconditioning of the goods or packages and gathering of loose cargo or contents of packages; also for any payment, charge, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever ship and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or at Carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by whatever means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500 per customary freight unit, or per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be computed and not on the basis of a value of $500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than $500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than $500 per package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

Valuation of goods not shipped in packages for susceptible of being so shipped shall not be greater under this paragraph than would be the case had they been shipped in packages.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under this contract, or if the loss or damage be not apparent, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

19. In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an agreement to appear.

20. To avoid or alleviate prevention or delay in prosecution or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to discharge the goods at any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay from any cause whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

21. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States.

22. Cargo skids and labor on any are to be provided by ship's agent for account of consignee at current rates, and any cargo which may be ordered for delivery to a fiscal depositary, must be taken by an agent appointed by the agent of the ship, at current rates for account and risk of consignee.

23. If any bagged or baled goods are landed shock or torn, receiver and/or consignee shall accept its proportion of the number the ship not responsible for loss of weight in bags or bales torn, mended or with sample holes.

24. Cotton: Description and condition of the cotton does not relate to the insufficiency of or torn condition of the covering, nor to any damage resulting therefrom and Carrier shall not be responsible for damage of such nature.

25. Specie: Specie will not be shipped or landed by the Carrier. It must be put on board by the shipper, and will only be delivered on board on presentation of the bills of lading properly endorsed; it may be carried on at consignee's risk if delivery is not taken during the ship's stay in port, and in every case the liability of the Carrier shall cease when the specie leaves the ship's deck.

26. SPECIFIED PIER DOCK DISCHARGE: If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the carrier has to make such delivery only if, in the sole judgment of the Master, the ship can safely under her own power, proceed to, lie at, and return from said dock or wharf, always afloat at any time of tide, and only if such dock or wharf is one at which the ship immediately the ship is ready to discharge the goods and, that otherwise, the ship shall discharge the goods in accordance with Clause 12 of this bill of lading, whereupon Carrier's responsibility shall cease.

27. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed to by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading or shipping order endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

28. In the event of shipment being made from a Canadian port it is mutually agreed that this shipment is subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of Parliament of Canada, 9-10 Edward VII, Cap. 61, entitled "The Water Carriage of Goods Act," and Section Four is incorporated in this Bill of Lading as required by the Act.

29. No claim shall, under any circumstances whatever, attach to the carrier for failure to notify consignee or others consequent on the arrival of the goods. Quay dues if any, on cargo at Copenhagen or Gdynia, to be paid by receivers of goods any port regulations to the contrary notwithstanding.

Printed in U.S.A.

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

Boston Entries 01341 from Venice
0965 from Rotterdam
Export
Dutch Shipment
SS Amer Counselor

W. J. BYRNES & CO. of NEW YORK, Inc.
25 BROADWAY
NEW YORK 4, N. Y.

COPY TO

A/20494

October 21 1949.

AIRMAIL

Neumann & Vettin
Keizersgracht 376
Amsterdam, Holland.

Gentlemen:

Upon instructions of the Museum of Modern Art, this city, we hand you herewith first original on board freight prepaid ocean bill of lading # 5, S/S American Counselor, consigned to your goodselves for the account of Paul Cassier & Co, covering a shipment of one box Paintings, which is to be returned to the owner.

By regular mail duplicate original bill of lading is being sent you.

All expenses involved in this shipment up till port of discharge have been prepaid by the Museum of Modern Art.

Insurance on the above was covered also by the Museum.

Yours very truly,

W.J.BYRNES & CO OF NY INC.

Encls.
cc regular mail
cc The Museum of Modern Art. *
* Miss Duddley
Herewith, third original on board b/l, 5 non-negotiable b/ls and our bill of services.

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....
.....Pkgs. @.....per pkg.
.....Items @.....per item $.....
Advancea Charges $.....
Total $.....

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Form 105

The Museum of Modern Art
11 West 53rd Street
New York New York

INVOICE No. 12232
SHIPMENT No. A/20494
Shippers Order No.

ref order# 46917

DR. TO W. J. BYRNES & CO. OF NEW YORK, INC.
25 BROADWAY

PAYABLE IN NEW YORK EXCHANGE

NEW YORK, Oct 20 1949.

Marks and Numbers		
	Inland Freight or Express to	
	Ocean Freight to	39 60
	B/L Charge	2 50
	airmail postage & petties	1 00
	Customs Entry	
	Whse. Withdrawal For	
	Notary Fees	
	Surety on Bonds	
	Duty (*Subject to Liquidation*) Encls 5 a/n b/ls copy of letter to consignee 2 orig on board prepaid ocean b/l	
	Cartage	5 15
ENTRY NUMBER	Foreign Charges	
	Collection and Return Fee	
	Storage	
	Submitting Invoice to Appraiser	
	Forwarding and Services	7 50
	Attendance at Appraisers Stores	
	1 box paintings	
	STEAMER American Counselor TO SAIL C/O NY SAILED ARRIVED	$ 55 75

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....
.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advances Charges $.....
Total $.....

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UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC, 25Broadway NY A/20494

EXPORT DEC. No.: J2142434

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SERVICE BETWEEN U. S. AND CANADIAN NORTH ATLANTIC PORTS,
AND PORTS IN GREAT BRITAIN, EIRE, GERMANY, HOLLAND, BELGIUM, FRANCE AND SPAIN.

SHIP: American Counselor

FLAG: AM

PIER: 74NR

THROUGH BILL OF LADING:

PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: Amsterdam

If goods to be transhipped beyond Port of Discharge, show destination Here ⟹ To

SHIPPER: The Museum of Modern Art

CONSIGNED TO: ORDER OF: Neumann & Vettin

ADDRESS ARRIVAL NOTICE TO: Same at Keizersgracht 376 Amsterdam for A/C Paul Cassirer & Co., Keizersgracht 109 Amsterdam

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
MOMA Amsterdam	1	Box Painting (~~Returned~~ Goods) Returned		55

ON BOARD
OCT 21 1949
UNITED STATES LINES CO.
By

FREIGHT PAYABLE IN: New York

	@	PER 2240 LBS.	$
	@	PER 100 LB.	$
FT.	IN. @	PER 40 CU. FT.	$
18 FT.	IN. @ 2.20	PER CU. FT.	$ 39 60
			$
			$
			$
			$
		TOTAL	$

UNITED STATES LINES CO. NEW YORK OCT 20 1949 FREIGHT CASHIER PAID

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES COMPANY

BY: FOR THE MASTER

ISSUED AT NEW YORK, N. Y. OCT 19 1949 (DATE)

B/L No. 5

N-10158 U.S.L. 6-49-500M PRINTED IN U.S.A.

	@	per 100 lbs.	$
	@	per 100 lbs.	$
Ft.	in. @	per 40 cu. ft.	$

Pkgs.		per pkg.	$
Items @		per item	$
		Advanced Charges	$
		Total	$

FREIGHT PREPAID

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AMERICAN FRANCE LINE — AMERICAN HAMPTON ROADS-YANKEE LINE
ORIOLE LINE — UNITED STATES LINE

GENERAL OFFICE: 1 BROADWAY, NEW YORK, N. Y.

BOSTON
563 Boylston St.

LONDON
38 Leadenhall St.

PLYMOUTH
Millbay Pier,
Great Western Docks

COBH
12 Westbourne Place

DUNKIRK
9 Bis, Quai De La Citadelle

AMSTERDAM
Oosteliijke
Handelskade 12 P. O. Box 132

BALTIMORE
1701 O'Sullivan Bldg.

LIVERPOOL
7 The Strand

GLASGOW
179 W. George St.

PARIS
10 Rue Auber

CHERBOURG
48 Rue Alfred Rossel

HAMBURG
1 Ballindamm

BREMEN

NORFOLK
200 East Main St.

SOUTHAMPTON
Canute Chambers, Canute Road

BELFAST
67 & 69 High Street

HAVRE
4 Rue Casimir-Perier

ANTWERP
25 Quai, Jordaens

VIGO
Avenida De Canovas
Del Castillo, 1
Apartado 75

PHILADELPHIA
Bourse Building

MANCHESTER
Orme Building,
Parsonage

DUBLIN
20 Eden Quay

BORDEAUX
1 Allees De Chartres

ROTTERDAM
14 Westerstrade

BILBAO
Hurtado De Amezaga, 6

BILL OF LADING
(SHORT FORM)

RECEIVED from the shipper named on the reverse side hereof the goods, or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported to the port of discharge and there to be delivered or transshipped and forwarded on the terms hereinafter stated. In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time, the rights and obligations, whatsoever they may be, of each and every person having any interest or duty whatsoever in respect of the receipt, care, custody, carriage, delivery or transshipment of the goods whether as shipper, consignee, holder or endorsee of the bill of lading, receiver or owner of the goods, master of the ship, carrier, shipowner, demise charterer, time charterer, operator, agent, bailee, warehouseman, forwarder or otherwise howsoever, shall be subject to and governed by the terms of the regular bill of lading which shall be deemed to be incorporated herein, including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage. Copies of such regular bill of lading and amendments may be obtained on application to the office of the Company or its Agent at the port of loading or port of discharge. This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. Nothing herein contained, whether by express statement, reference, implication or otherwise, shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship, her owner, charterer, operator, agent or master or any carrier, bailee, warehouseman, or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading. None of the terms of this bill of ladng shall be deemed to have been waived by any person unless by express waiver signed by such person, or his duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee, pledgee holder or endorsee of this bill of lading, receiver, owner of the goods and each of them agree that all freight engagements, dock receipts or other agreements whatsoever in respect of the shipment of the goods are superseded by this bill of lading, and agree to be bound by its terms whether written, printed or stamped on the front or back thereof or incorporated by reference therein, any local customs or privileges to the contrary notwithstanding.

If requested, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

(CONDITIONS CONTINUED ON REVERSE SIDE HEREOF)

DO NOT USE THIS SPACE FOR DESCRIPTION OF SHIPMENT

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....In. @.....per 40 cu. ft. $.....

.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advancea Charges $.....

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UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC, 25Broadway NY A/20494

EXPORT DEC. No.: J2142434

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SERVICE BETWEEN U. S. AND CANADIAN NORTH ATLANTIC PORTS,
AND PORTS IN GREAT BRITAIN, EIRE, GERMANY, HOLLAND, BELGIUM, FRANCE AND SPAIN.

SHIP: American Counselor

FLAG: AM

PIER: 74NR

PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: Amsterdam

THROUGH BILL OF LADING

If goods to be transhipped beyond Port of Discharge, show destination Here ⟹ To

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FREIGHT PAYABLE IN New York				

.....@.....PER 2240 LBS. . $.....

.....@.....PER 100 LB. . . $.....

.....FT.....IN. @.....PER 40 CU. FT. $.....

.....FT.....IN. @.....PER CU. FT. . . $.....

TOTAL . . $.....

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

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UNITED STATES LINES COMPANY

BY.....
FOR THE MASTER

ISSUED AT NEW YORK, N. Y. OCT 19 1948
(DATE)

B/L No. 5

N-10158 U.S.L. 6-49-500M PRINTED IN U.S.A.

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.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @.....per pkg. $.....

.....Items @.....per item $.....

Advances Charges $.....

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AMERICAN FRANCE LINE — AMERICAN HAMPTON ROADS-YANKEE LINE
ORIOLE LINE — UNITED STATES LINE

GENERAL OFFICE: 1 BROADWAY, NEW YORK, N. Y.

BOSTON
563 Boylston St.

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Millbay Pier,
Great Western Docks

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9 Bis, Quai De La Citadelle

AMSTERDAM
Oosteliijke
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BALTIMORE
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1 Ballindamm

BREMEN

NORFOLK
200 East Main St.

SOUTHAMPTON
Canute Chambers, Canute Road

BELFAST
67 & 69 High Street

HAVRE
4 Rue Casimir-Perier

ANTWERP
25 Quai, Jordaens

VIGO
Avenida De Canovas
Del Castillo, 1
Apartado 75

PHILADELPHIA
Bourse Building

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Orme Building,
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DUBLIN
20 Eden Quay

BORDEAUX
1 Allees De Chartres

ROTTERDAM
14 Westerstrade

BILBAO
Hurtado De Amezaga, 6

BILL OF LADING

(SHORT FORM)

RECEIVED from the shipper named on the reverse side hereof the goods, or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported to the port of discharge and there to be delivered or transshipped and forwarded on the terms hereinafter stated. In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time, the rights and obligations, whatsoever they may be, of each and every person having any interest or duty whatsoever in respect of the receipt, care, custody, carriage, delivery or transshipment of the goods whether as shipper, consignee, holder or endorsee of the bill of lading, receiver or owner of the goods, master of the ship, carrier, shipowner, demise charterer, time charterer, operator, agent, bailee, warehouseman, forwarder or otherwise howsoever, shall be subject to and governed by the terms of the regular bill of lading which shall be deemed to be incorporated herein, including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage. Copies of such regular bill of lading and amendments may be obtained on application to the office of the Company or its Agent at the port of loading or port of discharge. This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. Nothing herein contained, whether by express statement, reference, implication or otherwise, shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship, her owner, charterer, operator, agent or master or any carrier, bailee, warehouseman, or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading. None of the terms of this bill of ladng shall be deemed to have been waived by any person unless by express waiver signed by such person, or his duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee, pledgee holder or endorsee of this bill of lading, receiver, owner of the goods and each of them agree that all freight engagements, dock receipts or other agreements whatsoever in respect of the shipment of the goods are superseded by this bill of lading, and agree to be bound by its terms whether written, printed or stamped on the front or back thereof or incorporated by reference therein, any local customs or privileges to the contrary notwithstanding.

If requested, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

(CONDITIONS CONTINUED ON REVERSE SIDE HEREOF)

DO NOT USE THIS SPACE FOR DESCRIPTION OF SHIPMENT

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....
.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advances Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC, 25Broadway NY A/20494

EXPORT DEC. No.: J2142434

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SERVICE BETWEEN U. S. AND CANADIAN NORTH ATLANTIC PORTS,
AND PORTS IN GREAT BRITAIN, EIRE, GERMANY, HOLLAND, BELGIUM, FRANCE AND SPAIN.

SHIP: American Counselor — FLAG: AM — PIER: 74NR — PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: Amsterdam

THROUGH BILL OF LADING

If goods to be transhipped beyond Port of Discharge, show destination Here ⟹ To

SHIPPER: The Museum of Modern Art

CONSIGNED TO: ORDER OF: Neumann & Vettin

ADDRESS ARRIVAL NOTICE TO: Same at Keizersgracht 376 Amsterdam for A/C Paul Cassirer & Co., Keizersgracht 109 Amsterdam

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
MOMA Amsterdam	1	Box Painting (Retunred Goods)		55

FREIGHT PAYABLE IN: New York

..... @	PER 2240 LBS. . .	$ .....
..... @	PER 100 LB. . .	$ .....
..... FT. ..... IN. @	PER 40 CU. FT.	$ .....
..... FT. ..... IN. @	PER CU. FT. . .	$ .....
		$ .....
		$ .....
		$ .....
		$ .....
TOTAL . .		$ .....

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES COMPANY

BY ..... FOR THE MASTER

ISSUED AT NEW YORK, N. Y. OCT 19 1949 (DATE)

B/L No. ⟹ 5

N-10158 U.S.L. 6-49-500M PRINTED IN U.S.A.

..... @ ..... per 100 lbs.	$ .....
..... @ ..... per 100 lbs.	$ .....
..... Ft. ..... in. @ ..... per 40 cu. ft.	$ .....
..... Pkgs. @ ..... per pkg.	$ .....
..... Items @ ..... per item	$ .....
Advances Charges	$ .....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

UNITED STATES LINES CO.

AMERICAN FRANCE LINE — AMERICAN HAMPTON ROADS-YANKEE LINE
ORIOLE LINE — UNITED STATES LINE

GENERAL OFFICE: 1 BROADWAY, NEW YORK, N. Y.

BOSTON
563 Boylston St.

LONDON
38 Leadenhall St.

PLYMOUTH
Millbay Pier,
Great Western Docks

COBH
12 Westbourne Place

DUNKIRK
9 Bis, Quai De La Citadelle

AMSTERDAM
Oosteliijke
Handelskade 12 P. O. Box 132

BALTIMORE
1701 O'Sullivan Bldg.

LIVERPOOL
7 The Strand

GLASGOW
179 W. George St.

PARIS
10 Rue Auber

CHERBOURG
48 Rue Alfred Rossel

HAMBURG
1 Ballindamm

BREMEN

NORFOLK
200 East Main St.

SOUTHAMPTON
Canute Chambers, Canute Road

BELFAST
67 & 69 High Street

HAVRE
4 Rue Casimir-Perier

ANTWERP
25 Quai, Jordaens

VIGO
Avenida De Canovas
Del Castillo, 1
Apartado 75

PHILADELPHIA
Bourse Building

MANCHESTER
Orme Building,
Parsonage

DUBLIN
20 Eden Quay

BORDEAUX
1 Allees De Chartres

ROTTERDAM
14 Westerstrade

BILBAO
Hurtado De Amezaga, 6

BILL OF LADING
(SHORT FORM)

RECEIVED from the shipper named on the reverse side hereof the goods, or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported to the port of discharge and there to be delivered or transshipped and forwarded on the terms hereinafter stated. In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time, the rights and obligations, whatsoever they may be, of each and every person having any interest or duty whatsoever in respect of the receipt, care, custody, carriage, delivery or transshipment of the goods whether as shipper, consignee, holder or endorsee of the bill of lading, receiver or owner of the goods, master of the ship, carrier, shipowner, demise charterer, time charterer, operator, agent, bailee, warehouseman, forwarder or otherwise howsoever, shall be subject to and governed by the terms of the regular bill of lading which shall be deemed to be incorporated herein, including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage. Copies of such regular bill of lading and amendments may be obtained on application to the office of the Company or its Agent at the port of loading or port of discharge. This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. Nothing herein contained, whether by express statement, reference, implication or otherwise, shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship, her owner, charterer, operator, agent or master or any carrier, bailee, warehouseman, or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading. None of the terms of this bill of ladng shall be deemed to have been waived by any person unless by express waiver signed by such person, or his duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee, pledgee holder or endorsee of this bill of lading, receiver, owner of the goods and each of them agree that all freight engagements, dock receipts or other agreements whatsoever in respect of the shipment of the goods are superseded by this bill of lading, and agree to be bound by its terms whether written, printed or stamped on the front or back thereof or incorporated by reference therein, any local customs or privileges to the contrary notwithstanding.

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(CONDITIONS CONTINUED ON REVERSE SIDE HEREOF)

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.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advanced Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC, 25Broadway NY A/20494

EXPORT DEC. No.: J2142434

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SERVICE BETWEEN U. S. AND CANADIAN NORTH ATLANTIC PORTS,
AND PORTS IN GREAT BRITAIN, EIRE, GERMANY, HOLLAND, BELGIUM, FRANCE AND SPAIN.

SHIP: American Counselor

FLAG: AM

PIER: 74NR

THROUGH BILL OF LADING

PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: Amsterdam

If goods to be transhipped beyond Port of Discharge, show destination Here ⟶ To

SHIPPER: The Museum of Modern Art

CONSIGNED TO: ORDER OF: Neumann & Vettin

ADDRESS ARRIVAL NOTICE TO: Same at Keizersgracht 376 Amsterdam for A/C Paul Cassirer & Co., Keizersgracht 109 Amsterdam

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
MOMA Amsterdam	1	Box Painting (Retunred Goods)		55
FREIGHT PAYABLE IN New York				

.....@.....PER 2240 LBS. . $.....

.....@.....PER 100 LB. . . $.....

.....FT.....IN. @.....PER 40 CU. FT. $.....

.....FT.....IN. @.....PER CU. FT. . . $.....

.....$.....

.....$.....

.....$.....

.....$.....

TOTAL . . $.....

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

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UNITED STATES LINES COMPANY

BY.....
FOR THE MASTER

ISSUED AT NEW YORK, N. Y. OCT 19 1949
(DATE)

B/L No. ⟶ 5

N-10158 U.S.L. 6-49-500M PRINTED IN U.S.A.

.....@.....per 100 lbs. $.....

.....@.....per 100 lbs. $.....

.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @.....per pkg. $.....

.....Items @.....per item $.....

Advances Charges $.....

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

UNITED STATES LINES CO.

AMERICAN FRANCE LINE — AMERICAN HAMPTON ROADS-YANKEE LINE
ORIOLE LINE — UNITED STATES LINE

GENERAL OFFICE: 1 BROADWAY, NEW YORK, N. Y.

BOSTON
563 Boylston St.

LONDON
38 Leadenhall St.

PLYMOUTH
Millbay Pier,
Great Western Docks

COBH
12 Westbourne Place

DUNKIRK
9 Bis, Quai De La Citadelle

AMSTERDAM
Oosteliijke
Handelskade 12 P. O. Box 132

BALTIMORE
1701 O'Sullivan Bldg.

LIVERPOOL
7 The Strand

GLASGOW
179 W. George St.

PARIS
10 Rue Auber

CHERBOURG
48 Rue Alfred Rossel

HAMBURG
1 Ballindamm

BREMEN

NORFOLK
200 East Main St.

SOUTHAMPTON
Canute Chambers, Canute Road

BELFAST
67 & 69 High Street

HAVRE
4 Rue Casimir-Perier

ANTWERP
25 Quai, Jordaens

VIGO
Avenida De Canovas
Del Castillo, I
Apartado 75

PHILADELPHIA
Bourse Building

MANCHESTER
Orme Building,
Parsonage

DUBLIN
20 Eden Quay

BORDEAUX
I Allees De Chartres

ROTTERDAM
14 Westerstrade

BILBAO
Hurtado De Amezaga, 6

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.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advances Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Kokoschka

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK 19, N. Y.

TO Dunn & Fowler
70 Pine Street
New York 5, N.Y.

Date October 19, 1949
PLEASE PUT ORDER NUMBER ON INVOICE

№ 46101

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price	Total
Please insure the following in transit from New York to Amsterdam:		
1 Box containing 1 painting by Kokoschka $6,000.-		
Shipped SS AMERICAN COUNSELOR, scheduled to sail October 20th, 1949		

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka Exh - returns

Tissue sent to Sarah Robertson without request to let me know charges. DD

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advanced Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Kokoschka

cc: Miss Margaret Miller

Form 106B

CARTAGE ORDER

A/20494
Our file

W S Budworth

NEW YORK Oct 18-49

424 West 52nd St NYC

Consigned to Hahn Bros
Freight Charges
Storage Charges
Arrived in Car No.
Arrived per S/S
Form or Pro
Customs Permit No.

MARKS AND NUMBERS	PACKAGES	CONTENTS	WEIGHT
MOMA Amsterdam	1	Box Painting Entry 01341	173Lbs

CARTMAN—Pickup and DELIVER above shipment to

S/S American Counselor Pier 74NR
Sail Oct 20

Delivery Date Oct 19/20AM

ENCLOSURES
Del Order
Dock Receipt
Del Permit 2555

Yours very truly,
W. J. BYRNES & CO. of NEW YORK, Inc.
25 BROADWAY
Telephone Whitehall 3-9653
per J Sparandera

C/C The Museum of Modern Art

SPECIAL NOTICE

These orders are specific and must not be deviated from without authority from this office. Delivery and pickup dates must be adhered to. If papers are lost telephone this office for instructions immediately. DO NOT substitute any papers for those attached hereto.

Ordered by
Authorized by
Tissue Sent to Sarah Robertson
without request to let me know
Charges. DD

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @ [illegible] per pkg. $[illegible]
.....Items @.....per item $.....
Advancea Charges $.....

FREIGHT PREPAID

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Kokoschka

cc: The Boston Institute of Contemporary Art
Miss Ulrich

October 18, 1949

Neumann & Vettin
Keizersgracht 376
Amsterdam, Holland

Gentlemen:

We have instructed our brokers, W. J. Byrnes & Co. to forward to you a box, marked MOMA AMSTERDAM, containing the following painting:

49.1753 Kokoschka: The Mandrill $6,000.-

This painting has been on loan in the United States in a traveling exhibition of the work of Oskar Kokoschka. It was shipped to the Boston Institute of Contemporary Art from Venice, Italy, in September, 1948.

Will you please clear this painting through customs and deliver it to Paul Cassirer and Co., Keizersgracht 109, Amsterdam.

Our order #46919 will be mailed to you under separate cover.

Very sincerely yours,

Registrar.

DHD:bcr

Tissue sent to Sarah Rubenstein without request to let me know charges. DD

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Kokoschka
Byrnes

THE MUSEUM OF MODERN ART

11 WEST 53 STREET
NEW YORK 19, N. Y.

TO W. J. Byrnes & Co.,
25 Broadway
NewYork 4, N.Y.

Date October 17, 19499

PLEASE PUT ORDER NUMBER ON INVOICE

№ 46917

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price	Total
Please collect the following from W.S.Budworth and ship to Neumann & Vettin, Amsterdam: Box MOMA AMSTERDAM Containing 1 painting by Kokoschka		

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka Exh - returns

Registrar

DHD:bcr

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advances Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

cc: Miss Margaret Miller
The Boston Institute of Contemporary Arts
Miss Ulrich

October 17, 1949

W.J. Byrnes & Co.,
25 Broadway
New York 4,
New York
Attention: Mr. Gunther

Re: Boston Institute of Contemporary Art
Entry 01341, SS EXCHESTER from Venice

Dear Mr. Gunther:

Please arrange to collect the painting on the attached invoice from W.S. Budworth, 424 West 52nd St., New York City, and ship it to Neumann & Vettin, Amsterdam, for delivery to Paul Cassirer and Co., Keizersgracht 109, Amsterdam, on the next available U.S. Lines ship.

Please prepay the freight charges, declaring a nominal valuation (consistent with obtaining special stowage) on the box. The Museum of Modern Art will insure it for the full value and will pay all shipping expenses.

Our Order #46917 will be mailed to you under separate cover.

Very sincerely yours,

Registrar

DHD:bcr

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advances Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

To: Neumann & Vettin
Keizersgracht 376
Amsterdam, Holland

For: Paul Cassirer and Co., Keizersgracht 109, Amsterdam

Box MOMA AMSTERDAM. 68 x 57 x 7" Net weight 55 pounds; Gross weight 173 pounds

49.1753 Kokoschka: The Mandrill, oil on canvas $ 6,000.00

This painting was lent to the Boston Institute of Contemporary Art for a Circulating Exhibition and is now being returned to the owner.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

cc: The Boston Institute of Contemporary Art
Miss Ulrich

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK 19, N. Y.

Kokoschka
EXPD English shipment

TO C. R. Fenton & Co.
79 Davies St.
London, England

Date October 18, 1949

PLEASE PUT ORDER NUMBER ON INVOICE

Boston Entries 01409 from Eng.
01276 from Amsterdam

№ 46920

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price	Total
Please clear through customs and deliver as indicated in our letter of October 18, 1949:		
Box MOMA 1 LONDON		50.02
Kokoschka: Self Portrait of a Degenarate Artist,o/c	$1,330.-	
Box MOMA 2 LONDON		
Kokoschka: Dolce Bridge,o/c	$2,500.-	

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka - returns

P.S. Let me know charges OK

Very sincerely yours,

Registrar

DHD:bcr

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....
.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advances Charges $.....

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

cc: The Boston Institute of Contemporary Art
Miss Ulrich

October 18, 1949

C. R. Fenton & Co.,
79 Davies Street
London, England

Gentlemen:

We have instructed our brokers, W. J. Byrnes & Co. to forward the following paintings to you for delivery to the owners:

Box MOMA 1 LONDON

49.1757 Kokoschka: Self Portrait of a Degenerate Artist $1,330.-

Deliver to: Mr. Sebastian Jsepp
37 Steeles Road
London N.W.3

Box MOMA 2 LONDON

49.1761 Kokoschka: Dolce Bridge $2,500.-

Deliver to: Paul Cassirer, Ltd.,
30 South Street
London, W.I.

Please notify Prof. Emil Korner, Suffield House, that the "Self Portrait of a Degenerate Artist" is being delivered to Mr. Jsepp according to instructions we received from the artist.

These paintings have been on loan in the United States in a traveling exhibition of the work of Oskar Kokoschka. The "Self Portrait of a Degenerate Artist" was shipped to the Boston Institute of Contemporary Art from Amsterdam in September, 1948, and the "Dolce Bridge" was shipped from London, also in September, 1948. Will you please clear these paintings through customs and deliver them as indicated.

Our order #46920 will follow under separate cover.

Very sincerely yours,

Registrar

DHD:bcr

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

C. R. F E N T O N & C O.
LTD.
MEMBERS OF THE
ART & ANTIQUE DEALERS EXPORT GROUP

Telephones
Mayfair 3581/2

Head Office
Suffield House - 79 Davies Street
London, W. 1

The Museum of Modern Art
Registrar, Dorothy H. Dudley
11 West 53rd Street,
New York. U.S.A.

30th December, 1949

Ref:
1B/1490.

Ex s.s. "Manipur" at London 31.10.49

1st Account
49.1757
1 — 1 Box Painting ~~£~~475.
delivered ~~to~~ Eyre Court, Finchley Rd.
London N.W.8. -(57 lbs. the two)

2nd Account
49.1761
2 — 1 Box Painting ~~£~~ 892
delivered to Messrs. Adprint Ltd.
Rathbone Place. W.1.

No. 1.	Customs Entry			12.	6.
	Port Rates		1.	3.	9.
	London clause charges			1.	9.
	Dock Dues and Rent		2.	14.	7.
	Collection and delivery		1.	1.	0.
	Agency and import License		2.	2.	0.
			7.	15.	7.
No. 2.	Customs Entry			12.	6.
	Port Rates		2.	4.	9.
	London clause charges			1.	9.
	Dock dues and rent		3.	19.	5.
	Collection and delivery		1.	1.	0.
	Agency and import License		2.	2.	0.
		~~£~~	17.	17.	0.

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....
.....Pkgs. @.....per pkg. $.....
.....Items @.....per item $.....
Advances Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

cops/ Mrs. Grete Ring
Institute of Contemporary Art,
Boston

November 2, 1949

C.R. Fenton & Co., Ltd.
Suffield House
79 Davies Street
London, W. 1,
England

Gentlemen:

Today we cabled you as follows:

PLEASE PAY AND BILL US ALL EXPENSES OF RETURNING KOKOSCHKA PAINTINGS TO OWNERS. ALREADY INSURED BY US

We have just heard from Mr. Kokoschka that one of the paintings, "Dolce Bridge," has not been returned to the owner and that you are asking her to pay all exponses. We wrote you on October 18th about clearing these paintings through customs and delivering them to Mr. Sebastian Jsepp and Paul Cassirer, and have also mailed you our order No. 46920. All exponses connected with the return of these paintings are to be billed to us.

We were instructed to consign the pictures to you by Mr. Plaut of the Boston Institute of Contemporary Art, and assume that you took care of the export arrangements when "Dolce Bridge" was shipped from England in September, 1948.

The paintings are insured by the Museum of Modern Art until they are delivered to the owners. The only address we have for Professor Emil Korner is in care of your firm. Mr. Kokoschka, however, tells me that he lives in House of Elrig, near Port William, Scotland.

Will you please write us when the paintings have been cleared through customs and delivered.

Very sincerely yours,

Registrar

DHD:ek

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

W. J. BYRNES & CO. of NEW YORK, Inc.

THE MUSEUM OF MODERN ART
11 WEST 53 STREET
NEW YORK 19, N. Y.

TO Dunn & Fowler
70 Pine Street
New York City 5, N.Y.

Date October 19, 1949
PLEASE PUT ORDER NUMBER ON INVOICE

№ 46924

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price		Total	
Please insure the following in transit from New York until returned to owners in London:				
2 boxes each containing one painting by Kokoschka Total - $3,830.-				
Shipped SS MANIPUR scheduled to sail October 21st				

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka Exh - returns

Home
near Port Wi
Scotland
own 3 picture
C/O
Nestorer

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

2 Pkgs. @ Min $ 25.00 per pkg. $ 50.00
.....Items @.....per item $.....
Advanced Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Form 105

W. J. BYRNES & CO. of NEW YORK, Inc.

The Museum of Modern Art

25 BROADWAY

NEW YORK 4, N. Y.

COPY TO

TELEPHONES

Form 106B

CARTAGE ORDER

Our file A/20493

NEW YORK Oct 18-49

W S Budworth & Co.

424 West 52nd St, NYC

Hahn Bros

Consigned to

Freight Charges

Storage Charges

Arrived in Car No.

Arrived per S/S

Form or Pro

Customs Permit No.

MARKS AND NUMBERS	PACKAGES	CONTENTS	WEIGHT
MOMA London 1/2	2	Boxes Paintings Boston Institute of Contemporary Art Entries 01276 &01409	57Lbs

CARTMAN—Pickup and DELIVER above shipment to

S/S Manipur Pier 26 Bklyn

Sail Oct 21

Delivery Date Oct 20/21AM

ENCLOSURES

Del order

Dock Receipt

Del Permit 10524

Yours very truly,

W. J. BYRNES & CO. of NEW YORK, Inc.

25 BROADWAY

Telephone Whitehall 3-9653

C/o The Muse of Modern Art

per Sparandera

SPECIAL NOTICE

These orders are specific and must not be deviated from without authority from this office. Delivery and pickup dates must be adhered to. If papers are lost telephone this office for instructions immediately. DO NOT substitute any papers for those attached hereto.

Home D

near Port Wi

Scotland

Elm

own 3 pictures

C/O

Restorer

.....@.....per 100 lbs. $.....

.....@.....per 100 lbs. $.....

.....Ft.....in. @.....per 40 cu. ft. $.....

2 Pkgs. @ Min $ 25.00 per pkg. $ 50.00

.....Items @.....per item $.....

Advancea Charges $.....

FREIGHT PREPAID

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

This painting, Self Port of Degen. Artist, came to the U.S. from Amsterdam, consigned to Neumann and Vettin--perhaps they would have the address. There is nothing except the Fenton & Co. address for/~~W~~.Prof. Korner.

.....@.....per 100 lbs. $.....

.....@.....per 100 lbs. $.....

.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @ Min $ 25.00 per pkg. $ 50.00

.....Items @.....per item $.....

Advanced Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Check-list and BALLOT

THE MUSEUM OF MODERN ART, JANUARY- MARCH, 1940

Open every night until 10 o'clock

MODERN MASTERS

FROM EUROPEAN AND AMERICAN COLLECTIONS

The official Catalog (35¢ at Information Desk, no mail orders) contains 42 pages, 29 illustrations reproducing everything in the exhibition, 1 plate in full color and an introductory text.

Number in official Catalog	Which *three works* do you *like the most?* *Write 1, 2, 3 in the squares and drop the ballot in the ballot box at the exit*
1.	WHISTLER: *The White Girl.* 1862 ☐
2.	EAKINS: *Mrs. Letitia Wilson Jordan Bacon.* 1888 ☐

.....@.....per 100 lbs. $.....

.....@.....per 100 lbs. $.....

.....Ft.....in. @.....per 40 cu. ft. $.....

.....Pkgs. @ Min $ 25.00 per pkg. $ 50.00

.....Items @.....per item $.....

Advanced Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

Form 105

W. J. BYRNES & CO. of NEW YORK. Inc.

DIRECTORS:
C. R. FENTON, F.S.F. (MANAGING)
H. F. FENTON
W. W. THOMAS, F.S.F.
P. W. JOHNS
L. H. FAIRHEAD, F.S.F.

FOREIGN CARRIERS
SHIPPING AND
INSURANCE AGENTS
FINE ART AND
EXPORT PACKERS
STORAGE AND
OVERSEAS REMOVALS

C. R. FENTON & CO LTD

MEMBERS OF THE
ART & ANTIQUE DEALERS EXPORT GROUP

PACKING WAREHOUSE 43-47, STOKE NEWINGTON ROAD, N.16. TELEPHONE: CLISSOLD 1976

HEAD OFFICE
SUFFIELD HOUSE · 79 DAVIES STREET,
LONDON · W.1

NEW ZEALAND HOUSE, 18 WATER STREET, LIVERPOOL, 2. CENTRAL 2817.
GRESHAM HOUSE, 21 CHORLTON STREET, MANCHESTER, 1 CENTRAL 2466.
3/4 CANUTE ROAD, SOUTHAMPTON. TELEPHONE: SOUTHAMPTON 2845/6.
REPRESENTING R. J. SAUNDERS & CO., INC., 24 STONE ST., NEW YORK, U.S.A.

TELEPHONES
MAYFAIR 3581/2

CABLES & TELEGRAPHIC ADDRESS
FENTOCOMP, WESDO,
LONDON.

DEPOSITORIES
58/66, MOUNTGROVE ROAD,
HIGHBURY, N.5.
PHONE CAN 4308.

OCT 24 P.M

Our Ref: WB/RG/IB.1490. VIA AIR MAIL. 21st October, 1949.

The Museum of Modern Art,
11 West 53rd Street,
New York 19,
U. S. A.

Dear Sirs,

We have your letter of the 18th instant concerning a shipment through Messrs. W. J. Byrnes & Co., of two boxes containing pictures executed by Oskar Kokoschka.

We have communicated with the two consignees in question, but we note that you make no mention of either insurance or sender's charges.

We have noted your paragraph regarding contacting Prof. Emil Korner, Suffield House, but are rather puzzled at this address and would appreciate confirmation by return of the professor's address.

Yours very truly,
C. R. FENTON & COMPANY LIMITED.

W. BURROWS.
Import Department.

Scotland.
Home of Elsing
near Port William
Scotland Elsing
owns 3 pictures
C/o Masterman

..... @ ..... per 100 lbs. $.....
..... @ ..... per 100 lbs. $.....
..... Ft. ..... in. @ ..... per 40 cu. ft. $.....

..... Pkgs. @ Min $7.50 per pkg. $50.00
..... Items @ ..... per item $.....
Advanced Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Form 105

W. J. BYRNES & CO. of NEW YORK, Inc.
25 BROADWAY
NEW YORK 4, N. Y.

The Museum of Modern Art
11 West 53rd Street
New York New York

COPY TO

INVOICE No. 12241
SHIPMENT No. A/20493
Shippers Order No.

ref order # 46918

DR. TO W. J. BYRNES & CO. OF NEW YORK, INC.
25 BROADWAY

PAYABLE IN NEW YORK EXCHANGE

NEW YORK, Oct 21 1949.

Marks and Numbers

Inland Freight or Express to

A/20493

AIR MAIL

C. R. FENTON & CO., LTD.
Suffield House, 79 Davies Street, 7 15PM
LONDON, W.1

LONDON, W.1
21 OCT
1949
B

The Museum of Modern Art,
11 West 53rd Street,
New York 19,
U. S. A.

Air

C.R.
79 D
Lond

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hand
B/L
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being

insurance is being taken care of by The Museum of Modern Art and all expenses up to port of discharge have been prepaid by them.

ENTRY NUMBER

Foreign Charges
Collection and Return Fee
Storage
Submitting Invoice to Appraiser
Forwarding and Services
Attendance at Appraisers Stores

Yours very truly,
W.J. BYRNES & CO OF NY INC.

BY:

Miss Duddley

SP:d
Encl.
cc:Regular Mail
cc:The Museum of Modern Art

STEAMER Fenipur

TO SAIL
SAILED
ARRIVED

50 00
2 50
1 00
10 30
7 50
8 72 30

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

2 Pkgs. @ Min $ 25.00 per pkg. $ 50.00
.....Items @.....per item $.....
Advanced Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

W. J. BYRNES & CO. of NEW YORK, Inc.
25 BROADWAY
NEW YORK 4, N. Y.

COPY TO

A/20493

October 24, 1949

Air Mail

C.R. Fenton & Co. Ltd.
79 Davies Street,
London W.1, England

Gentlemen:

Upon instruction of The Museum of Modern Art we hand you herewith first original on board freight prepaid ocean B/L 57, SS Manipur consigned to your goodselves for the account of Mr. Sebastian Jsepp, and ~~MXI~~ Messrs. Paul Cassirer Ltd., covering two (2) boxes of Paintings.

By regular mail duplicate original bill of lading is being forwarded.

Insurance is being taken care of by The Museum of Modern Art and all expenses up to port of discharge have been prepaid by them.

Yours very truly,

W.J. BYRNES & CO OF NY INC.

BY:

SP:d
Encl.
cc:Regular Mail
cc:The Museum of Modern Art Miss Dudley

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

Form 105

The Museum of Modern Art
11 West 53rd Street
New York New York

INVOICE No. 12241
SHIPMENT No. A/20493
Shippers Order No.

ref order # 46918

DR. TO W. J. BYRNES & CO. OF NEW YORK, INC.
25 BROADWAY

PAYABLE IN NEW YORK EXCHANGE

NEW YORK, Oct 21 1949.

Marks and Numbers			
	Inland Freight or Express to		
	Ocean Freight to	50	00
	B/L Charge	2	50
	airmail postage & petties	1	00
	Customs Entry		
	Whse. Withdrawal For		
	Notary Fees		
	Surety on Bonds		
	Duty (*Subject to Liquidation*) Encls 2 orig on board prepaid ocean b/ls 5 n/n b/ls copy of letter to consignee.		
	Cartage	10	30
ENTRY NUMBER	Foreign Charges		
	Collection and Return Fee		
	Storage		
	Submitting Invoice to Appraiser		
	Forwarding and Services	7	50
	Attendance at Appraisers Stores		
	2 cs returned paintings.		
	STEAMER Manipur TO SAIL O/O NY SAILED ARRIVED	$ 71	30

.....@.....per 100 lbs. $.....
.....@.....per 100 lbs. $.....
.....Ft.....in. @.....per 40 cu. ft. $.....

.....@.....per..... $.....
2 Pkgs. @ Min $ 25.00 per pkg. $ 50.00
.....Items @.....per item $.....
Advances Charges $.....

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

CUNARD WHITE STAR LIMITED

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC 25Broadway NY A/20493

EXPORT DEC. No.: J2142433

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

(CONTINUED FROM REVERSE SIDE)

SHIP: Manipur

FLAG:

PIER: 26 Bklyn

PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: London

SHIPPER: The Museum of Modern Art

CONSIGNEE: ORDER OF: C.R. Fenton & Co. Ltd. AT: Same at 79 Davies Street, London W.1 England for A/C Mr.

ADDRESS ARRIVAL NOTICE TO: Sebastian Jsepp, 37 Steeles Rd., London N.W. 3 and Paul Cassirer Ltd., 30 South Street, London W.1.

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS (SHOW TOTAL NUMBER OF PACKAGES IN WORDS AND NUMERALS)	GROSS WEIGHT IN POUNDS
MOMA London 1/2	2 (TWO)	Boxes Paintings (Returned Goods)	57

We Certify that the goods herein described were loaded on board the vessel named herein at the port specified in this bill of lading.

10/21/49 By A Bunk
For CUNARD WHITE STAR LIMITED

FOR EXCEPTIONS, IF NEEDED

SCOPES OF VOYAGES include: (See also clause 3 on reverse side.)

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Avonmouth, Belfast, Cardiff, Cobh, Dublin, Greenock, Galway, Liverpool, Manchester, Newport, Swansea.

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Avonmouth, Cardiff, Cherbourg, Cobh, Havre, London, Newport, Plymouth, Southampton, Swansea.

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Cherbourg, Cobh, Havre, London, Plymouth, Southampton.

If the ship is not owned by or chartered by demise to Cunard White Star Limited (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the Cunard White Star Limited who act as agents only and who shall be under no personal liability whatsoever in respect thereof.

It is agreed that this bill of lading incorporates and includes by reference all the provisions of the Port Clauses usually included in Liner bills of lading to be applicable at the port or ports at which the goods may be discharged, irrespective of the same being or not being the discharge port or ports designated herein, as fully as if such clauses were completely set forth herein.

FREIGHT AND CHARGES

.....@.....per 2240 lbs. $.....	.....Ft.....in. @.....per cu. ft. $.....
.....@.....per 2240 lbs. $.....	.....Ft.....in. @.....per cu. ft. $.....
.....@.....per 100 lbs. $.....	.....@.....per..... $.....
.....@.....per 100 lbs. $.....	1 Pkgs. @ Min $ 50.00 per pkg. $ 50.00
.....@.....per 100 lbs. $.....	.....Items @.....per item $.....
.....Ft.....in. @.....per 40 cu. ft. $.....	Advances Charges $.....
.....Ft.....in. @.....per 40 cu. ft. $.....	Total $.....

FREIGHT PREPAID

Freight Payable At New York

IN WITNESS WHEREOF the master or agent of the said vessel has signed THREE Bills of Lading, all of this tenor and date, and if one is accomplished, the others shall be void.

Dated, NEW YORK, this 20TH day of OCTOBER 19 49

FOR CUNARD WHITE STAR LIMITED
AS AGENTS
A Bunk

Bill of Lading No. 57

300M-7-48-C296-Printed in U.S.A.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY | Collection: MoMA Exhs. | Series.Folder: 415.4

CUNARD WHITE STAR LIMITED

CUNARD BLDG., PIER HEAD, LIVERPOOL

88 LEADENHALL ST., LONDON, E. C. 3

25 BROADWAY, NEW YORK 4, N. Y.

Received by CUNARD WHITE STAR LIMITED, hereinafter called the Carrier, from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of this line, or, at carrier's option, of any other line.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver in writing signed by a duly authorized agent of the Carrier.

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, nondelivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier.

In this bill of lading, the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the carrier. The word "carrier" shall include the ship, her owner, demise charterer, time charterer, master and any substituted carrier, whether the owner, operator, charterer or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once, may either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, go on ways or to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, tow or be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the reasonable judgment of the carrier or master is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge or such part as the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may, without giving any prior notice, discharge the goods into depot, lazaretto, craft, or other place and the goods shall be liable for any extra expense thereby incurred; or the master may proceed or return, directly or indirectly, to or stop at such other port or place whatsoever as he or the carrier may consider safe or advisable under the circumstances, and discharge the goods or any part thereof there without giving any prior notice, and when landed as hereinabove provided, the goods shall be at their own risk and expense, the delivery thereof by the carrier shall be considered complete and the carrier shall be freed from any further responsibility in respect thereof except to mail notice of the disposition of the goods directed to the shipper or consignee named in this bill of lading at such address as may be stated herein; or the master may retain the cargo on board until the return trip or until such time as he or the carrier thinks advisable without additional freight; or the master may and shall wherever reasonably practicable forward the goods by any means by water or by land, or by both such means, at the risk of the goods, but in such case the expense of transshipping or landing and forwarding, other than such items thereof as are recoverable in General Average, shall be borne by the owner or consignee of the goods.

5. The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, trans-shipment, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the carrier shall not be concluded as to the correctness of leading marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. or weighing shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the carrier in respect of any injury, loss or damage arising from the shipper's failure to declare and mark the weight of any such piece or package or from the incorrect weight of any such piece or package having been declared or marked thereon.

7. Goods may be stowed by, for account, at risk of, and with liability for proper space, or any other one in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck and stowed hereon to be carried at all risks of loss or damage by perils inherent in such carriage shall be borne by the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the Carriage of Goods by Sea Act notwithstanding Sec. 1 (C) thereof. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate.

8. Live animals, birds and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Subsections 2, a to p inclusive of said Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above, such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owner to the owners of said goods and not set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

10. General average shall be adjusted and payable according to York-Antwerp Rules of 1924, and the average statement to be drawn up in the United Kingdom or other place at the option of the shipowner. In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Passengers' effects, if any, shall not contribute in general average but claims for passengers' effects sacrificed shall be allowed in general average, less their proper contribution in such case.

11. Whenever the goods are consigned to a point where the ship does not expect to discharge, the carrier or master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by both such means, whether operated by the carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

12. The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the carrier to arrange with any such transshipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the carrier shall not be liable for detention.

13. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship aboard the carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the carrier may determine no matter what the state of the weather or custom of the port may be. The carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may, at carrier's option and subject to carrier's lien, be sent to store or warehouse, or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notification of disposition of the goods.

13. The carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be subject to carrier's lien for ocean freight and charges and the goods shall be considered to be delivered in proportion to any apparent shortage, loss of weight or damage.

When grain is stowed without separation either grain shipped either by the same shipper or by other shippers, any loss or damage to the combined shipments shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expense of mending, cooperage, bailing or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the carrier or the ship in connection with the goods howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the carrier may at any time open the packages and examine, weigh, measure and value the goods. If the shipper's particulars are found to be incorrect and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods but excluding any increase in weight or measurement thereof caused by absorption of water during the voyage. Full freight hereunder to port of discharge named herein shall be considered completely earned on receipt of the goods by the carrier, whenever the freight is stated or intended to be prepaid and the carrier shall in such case be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever whether ship and/or cargo lost or not lost. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges and freight shall be paid in full and without any offset, counterclaim or deduction in the currency of the country of the port of shipment, or, at carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the first banking day of the ship's entry at the Custom House of her port of discharge. The carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and consignee shall be jointly and severally liable to the carrier for the payment of all charges and for the performance of the obligation of each of them hereunder. On bulk grain freight shall be payable at destination on intake weight, according to customary practice.

16. Neither the carrier nor any corporation owned by, subsidiary to or associated or affiliated with the carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time or from any cause before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500., lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500. per package or per unit, on which basis the freight is adjusted and the carrier's liability, if any, shall be determined on the basis of a value of $500. per package or per customary freight unit, unless the nature of and a value higher than $500. shall have been declared in writing by the shipper upon delivery to the carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the carrier's liability, if any, shall not exceed the declared value. Whenever the value of the goods is less than $500 per package or other freight unit, their value in the calculation and adjustment of claims for which the carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of weather any other value is greater or less.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agents at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days after delivery by the carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

19. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped or printed, are accepted and agreed by the shipper and by anyone so bringing goods for shipment on the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of, liability. If required by the carrier a bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

LONDON CLAUSE

LONDON CLAUSE (A) The Shipowners shall, at their option, be entitled to land the goods within mentioned on the quay, or to discharge them into craft hired by them, immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the shipowner, and at consignee's risk and expense; the Shipowners being entitled to collect the same charges on goods entered for landing as if the goods were discharged overside into craft. Consignees desirous of receiving their goods elsewhere, shall, on making application to the Ship's Agents, or to the Dock or Wharf Company, within 72 hours after vessel shall have been reported, except as provided hereafter, be entitled to delivery in consignee's lighters or land conveyances at the following rates, viz.: Grain for overside delivery to be applied for within twenty-four hours of vessel's arrival at dock, quay, river wharf or other wharf or landing place selected by the vessel owners or agents. In the absence of sufficient consignee's craft, with responsible persons in charge, to receive as fast as vessel can discharge overside into lighters during usual working hours, the Master or Agent may land or discharge into lighters at the risk and expense of the consignee. The vessel-owner or agents may land or discharge continuously day and/or night, any grain landed or discharged during hours (considering working hours as aforesaid) when consignee's craft being duly in attendance) and any grain that may be landed or discharged before any interference shall be entitled to land or put into craft after the usual working hours (whether craft are then in attendance or not) is to be given up free to consignee's craft applying for same within seventy-two hours from its landing or discharge, or thereafter it will be subject to the usual dock, quay, river wharf or other wharf or landing place charges. An extra freight of 7d. per ton weight or measurement at ship's option; minimum charge, one ton.

(B) GRAIN. The grain to be weighted at time of discharge, either on deck and/or dock, quay, river wharf or other wharf or landing place and/or craft at vessel's option. Working-out charges (including weighing) as fixed by the Port of (London) Authority for grain in bulk and/or vessel's bags to be paid by the consignee with the freight to the vessel's agents or to the authorized representative of the dock, quay, river wharf or other wharf or landing place if so directed by the vessel's agents in exchange for release. Neither party shall be liable for any loss or delay in the performance of the contract herein contained, which is caused by strikes, or lockout of seamen, lightermen, stevedores or shore laborers, or railway or transport or other disturbances of any kind or in furtherance thereof, whether partial or otherwise, nor for any reservations in the bill of lading, or for the risk and expense of the grain shipped under this Bill of Lading forms part of a larger bulk, each bill of lading to bear its proportion of shortage and damage, if any.

(C) ACETONE, ASPHALT, CARBON BLACK, CELLULOID, COTTON, COTTON WASTE, HAY, HEMP, HYDROLENE, ISTLE, JUTE, KAPOK, LINOLEUM, LINSEED OIL, OIL OF ALL KINDS, whether ANIMAL, VEGETABLE, or MINERAL, and the liquid products of them or any of them, PITCH, RAGS, ROSIN, STRAW, TAR, TURPENTINE, VARNISH, WOOD SPIRITS, also any other goods of a more or less hazardous nature. Consignees to have craft in attendance immediately on ship's arrival at any discharging berth selected by the shipowners, to take delivery from ship or otherwise (at ship's option), of any of the above-mentioned commodities, the ship-owners having the option of working continuously by day and/or night, and consignees to pay 1/3d. per ton weight or measurement at ship's option. If consignee's craft is not in attendance, the goods may be put into Captain's entry craft at risk and expense of consignees.

(D) REFRIGERATOR CARGO.—Goods may be discharged immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the shipowners, who shall have the option of working continuously day and/or night and are to be removed by consignees within 24 hours after ship shall have been reported at the Custom House; consignee to pay 1/9d. per ton weight or measurement at ship's option; otherwise, the Shipowners have the right of removing or of calling upon the dock, quay or wharf authorities to receive or remove all or any part thereof for a storage or realization at consignee's risk and expense.

(E) In the case of heavy timber of rafting size delivered into the water in one of the docks in the river Thames, each consignee of such timber shall pay two-thirds of the vessel's dock dues payable in respect of the space occupied by his portion of such cargo so delivered into the water.

This London Clause is in respect of goods destined to that port, to form part of this bill of lading, and any words at variance with them are hereby cancelled.

All Port of London Authority charges to be paid by consignee of the goods, and the vessel owners shall have the same lien, rights, and remedies on goods referred to in the above clauses or under any other clauses of the bill of lading, as they have by law in respect to freight.

Craft which are in attendance for delivery shall wait free of demurrage their regular turn to receive goods as required by vessel owners, either from vessel or quay or captain's entry craft.

LIVERPOOL AND MANCHESTER CLAUSE

The master porterage of the delivery of the cargo is to be done by the Consignee of the Ship and the expenses thereof to be paid by the Receivers of the Cargo.

(CONTINUED OVER PAGE)

Attention of shippers is especially directed to Secs. 235-236 U. S. Criminal Code (18 U. S. Code 385-6), Sec. 4472 U. S. Revised Statutes (46 U. S. Code 170), Sec. 16 Shipping Act, 1916 (46 U. S. Code 815), Sec. 3, subdiv. 5 and 6, of the Carriage of Goods by Sea Act, 1936 (46 U. S. Code 1303, subsec. 5, 46 U. S. Code 1304, subsecs. 5 and 6), which provisions of law subject shippers to substantial penalties, liabilities and disabilities for false classification, misdescription or insufficient description of goods, etc.

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CUNARD WHITE STAR LIMITED

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: T. J. BYRNES & CO OF NY INC 25Broadway NY A/20493

EXPORT DEC. No. J2142433

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

(CONTINUED FROM REVERSE SIDE)

SHIP Manipur FLAG

PIER 26 Bklyn New York PORT OF LOADING

PORT OF DISCHARGE FROM SHIP London

SHIPPER The Museum of Modern Art

CONSIGNEE: ORDER OF C.R. Fenton & Co. Ltd. AT

ADDRESS ARRIVAL NOTICE TO Same at 79 Davies Street, London W.1 England for A/C Mr. Sebastian Jsepp, 37 Steeles Rd., London N.W. 3 and Paul Cassirer Ltd., 30 South Street, London W.1.

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS (SHOW TOTAL NUMBER OF PACKAGES IN WORDS AND NUMERALS)	GROSS WEIGHT IN POUNDS
MOMA London 1/2	2 (Two)	Boxes Paintings (Returned Goods)	57

FOR EXCEPTIONS, IF NEEDED

SCOPES OF VOYAGES include: (See also clause 3 on reverse side.)

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Avonmouth, Belfast, Cardiff, Cobh, Dublin, Greenock, Galway, Liverpool, Manchester, Newport, Swansea.

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Avonmouth, Cardiff, Cherbourg, Cobh, Havre, London, Newport, Plymouth, Southampton, Swansea.

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Cherbourg, Cobh, Havre, London, Plymouth, Southampton.

If the ship is not owned by or chartered by demise to Cunard White Star Limited (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the Cunard White Star Limited who act as agents only and who shall be under no personal liability whatsoever in respect thereof.

It is agreed that this bill of lading incorporates and includes by reference all the provisions of the Port Clauses usually included in Liner bills of lading to be applicable at the port or ports at which the goods may be discharged, irrespective of the same being or not being the discharge port or ports designated herein, as fully as if such clauses were completely set forth herein.

FREIGHT AND CHARGES

.....@.....per 2240 lbs. $.....	.....Ft.....in. @.....per cu. ft. $.....
.....@.....per 2240 lbs. $.....	.....Ft.....in. @.....per cu. ft. $.....
.....@.....per 100 lbs. $.....	.....@.....per..... $.....
.....@.....per 100 lbs. $.....	.....Pkgs. @.....per pkg. $.....
.....@.....per 100 lbs. $.....	.....Items @.....per item $.....
.....Ft.....in. @.....per 40 cu. ft. $.....	Advances Charges $.....
.....Ft.....in. @.....per 40 cu. ft. $.....	New York Total $.....
	Freight Payable At

IN WITNESS WHEREOF the master or agent of the said vessel has signed **THREE** Bills of Lading, all of this tenor and date, and if one is accomplished, the others shall be void.

Dated, NEW YORK, this 30th day of March 19 49

FOR CUNARD WHITE STAR LIMITED

AS AGENTS

.....

300M-7-48-C296-Printed in U.S.A.

Bill of Lading No. 57

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CUNARD WHITE STAR LIMITED

CUNARD BLDG., PIER HEAD, LIVERPOOL

88 LEADENHALL ST., LONDON, E. C. 3

25 BROADWAY, NEW YORK 4, N. Y.

Received by CUNARD WHITE STAR LIMITED, hereinafter called the Carrier, from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of this line, or, at carrier's option, of any other line.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver in writing signed by a duly authorized agent of the Carrier.

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically stated herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, nondelivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier.

2. In this bill of lading, the word "ship" shall include any substituted vessel, and any craft, lighter or other conveyance owned, chartered or operated by the carrier; the word "carrier" shall include the ship, her owner, operator, demise charterer, time charterer, master and any substituted carrier, whether the owner, operator, charterer or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of this bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may, either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, go on ways or to repair yards, shift berths, take on fuel or stores, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the reasonable judgment of the carrier or master is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in saving, discharging at or leaving the port of discharge or the usual place of discharge in such port the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may, without giving any prior notice discharge the goods into depot, lazaretto, craft, or other place and the goods shall be liable for any extra expense thereby incurred; or the master may proceed or return, directly or indirectly, to or stop at such other port or place whatsoever as he or the carrier may consider safe or advisable under the circumstances, and discharge the goods or any part thereof there without giving any prior notice, and when landed as hereinbefore provided, the goods shall be at their own risk and expense, the delivery thereof by the carrier shall be considered complete and the carrier shall be freed from any further responsibility in respect thereof except in case of the destruction of the goods directed to the shipper or consignee named in this bill of lading at such address as may be stated herein; or the master may retain the cargo on board until the return trip or until such time as he or the carrier thinks advisable without additional freight or the master may and usually practicable forward the goods by any means by water or by land, or by both such means, at the risk of the goods, but in such case the expense of transshipping or landing and forwarding, other than such charges as are specifically set forth in Average, shall be borne by the owner or consignee of the goods.

5. The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, trans-shipment, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed, with or without convoy.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the carrier shall not be responsible as to the correctness of such description, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, transshipping, discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from the incorrect weight of any such piece or package when declared or marked thereon.

7. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered-in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck and stated herein to be so carried, all risks of loss or damage by perils inherent in such carriage shall be borne by the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding Sec. 1 (C) thereof. Specially heated or specially cooled stowage is not to be furnished unless expressly agreed in an increased freight rate.

8. Live animals, birds and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-section 2, a to p inclusive of said Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions of this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owner to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

10. General average shall be adjusted and payable according to York-Antwerp Rules of 1924, and the average statement to be drawn up in the United Kingdom or other place at the option of the shipowner. In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Passengers' effects, if any, shall not contribute in general average and such claims for passengers' effects sacrificed shall be allowed in general average, less their proper contribution in such case.

11. Whenever the goods are consigned to a point where the ship does not expect to discharge, the carrier or master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods by any vessels, vessels or other means of transportation by water or by land or by both such means, whether operated by the carrier or by others and whether departing or arriving or scheduled to depart or arrive before, or after the ship expected to be used for the transportation of the goods. This carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms are less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the carrier to arrange with any such transshipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the carrier shall not be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the carrier may determine no matter what the state of the weather or custom of the port may be. The carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at carrier's option and subject to carrier's lien, be sent to store or warehouse, or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notification of disposition of the goods.

13. The carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage.

When grain is stored without separation from other grain of shipped either by the same shipper or by other shippers, any loss or damage to the combined shipments shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expense of mending, cooperage, baling or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, charge, impost, loss, damage or detention sustained or incurred by or levied upon the carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, customs or Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on the actual gross intake weight or measurement or, at carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the carrier may at any time open the packages and examine, weigh, measure or value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods but excluding any increase in weight or measurement thereof caused by absorption of water during the voyage. Full freight hereunder to port of discharge named herein shall be considered completely earned on receipt of the goods by the carrier, whenever the freight is stated or intended to be prepaid and the carrier shall in such case be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever ship and/or cargo lost or not lost. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at carrier's option, in the currency of discharge or that of Canada or New York at rate of Bank sight as quoted on the day of the ship's entry at the Custom House of her port of discharge. The carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by sale or private sale and without notice. The shipper and consignee shall be jointly and severally liable to the carrier for the payment of all charges and for the performance of the obligation of each of them hereunder. On bulk grain freight shall be payable at destination on outturn weight, ascertained as customary upon discharge.

16. Neither the carrier nor any corporation owned by, subsidiary to or associated or affiliated with the carrier shall be liable in any way for any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500., lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of such goods shall be deemed to be $500. per package or per unit, on which basis the freight is adjusted and the carrier's liability, if any, shall be determined on the basis of a value of $500. per package or per customary freight unit, unless the nature of the goods and a valuation higher than $500. shall have been declared in writing by the shipper upon delivery to the carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the carrier's liability, if any, shall not exceed the declared value. Whenever the value of the goods is less than $500. per package or other freight unit, their value in the calculation and adjustment of claims for which the carrier may be liable shall be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

19. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped or printed, are accepted and agreed by the shipper and all persons interested in the goods. No servant of the carrier has any authority to alter, add to or waive any of the provisions contained in this bill of lading, nor has any servant of the carrier any authority to bind the carrier by any representation or promise not contained herein, unless the same be in writing and signed by a duly authorized agent of the carrier.

LONDON CLAUSE

LONDON CLAUSE (A) The Shipowners shall, at their option, be entitled to land the goods within mentioned on the quay, or to discharge them into craft hired by them, immediately on arrival at such dock, quay, river wharf or other wharf or landing place selected by the Shipowners, and at consignee's risk and expense; the Shipowners having been entitled to collect the same charges on goods entered for landing at the docks, as on goods entered for delivery to lighters. Consignees desirous of conveying their goods elsewhere, shall, on making application to the Ship's Agents, or to the Dock or Wharf Company, within 72 hours after vessel's report inwards has been reported, or entitled to delivery to craft alongside, be entitled to such conveyances at the following rates, viz.: Grain for conveyance to be applied for within twenty-four hours of vessel's arrival (or thereafter immediately it becomes clear) at any dock, quay, river wharf or other wharf or landing place selected by the vessel owners or agents. In the absence of sufficient consignee's craft, with responsible persons in charge, to receive as fast as vessel can discharge over-side into lighters during usual working hours, the Master or Agents may land or discharge into lighters at the risk and expense of the consignees. The Shipowners or vessel's agents may land or discharge continuously day and/or night, any grain landed or discharged for vessel's convenience during usual working hours (consignee's craft being duly in attendance) and any grain that may be landed or discharged before or after usual working hours (whether craft are then in attendance or not) to be considered as having been given up free to consignees' craft during the next two hours from its landing or discharge overside into lighters. It will be subject to the usual dock, quay, river wharf or other wharf or landing place charges. An extra freight of 7d. per ton shall be paid to the vessel-owners or agents on each consignment of grain whether any portion be landed or not. The grain to be weighed at time of discharge, either on deck and/or dock, quay, river wharf or other wharf or landing place and/or craft at vessel's option. Working and charges (including weighing) to be paid by the Port of London Authority for grain landed or discharged by the consignee's craft into dock and/or vessel's craft during the first two hours from its landing or discharge overside into lighters as aforesaid. Delivery to be taken from vessel's craft at such rate as the Shipowners, agents or to the authorized representative of the dock, quay, river wharf or other wharf or landing place if so directed by the vessel's agents in exchange for release. Neither party shall be liable for any interference with the performance of the contract herein contained, which is caused by strikes, or lockout of seamen, lightermen, stevedores or shore laborers, or railway or transport or other disturbances of any kind whatsoever, or for any consequence thereof, whether partial or otherwise, nor for any consequence thereof, and in such case the vessel-owner or agents shall be entitled to land or put into craft at the risk and expense of consignee. In case the grain shipped under this Bill of Lading forms part of a larger bulk, each bill of lading to bear its proportion of shortage and damage, if any.

(C) ACETONE, AMMUNITION, BENZINE, BLACK, CELLULOID, COTTON, COTTON WASTE, HAY, HEMP, HYDROLENE, JUTE, LINOLEUM, LUBRICATING AND OIL OF ALL KINDS, whether ANIMAL, VEGETABLE, or MINERAL, and the liquid products of them or any of them, PITCH, RAGS, ROSIN, STRAW, TAR, TURPENTINE, VARNISH, WOOD SPIRITS, also any other goods of a more or less hazardous nature. Consignees to have craft in attendance immediately on ship's arrival at any discharging berth selected by the shipowners, to take delivery from ship or otherwise (at ship's option), of any of the above-mentioned commodities, the ship-owners having the option of working continuously by day and/or night, and consignees to pay 1/3d. per ton weight or measurement at ship's option. If consignee's craft is not in attendance, the goods may be put into Captain's entry craft at risk and expense of consignees.

(D) REFRIGERATOR CARGO—Goods may be discharged immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the Shipowners, who shall have the option of working continuously day and/or night and are to be removed by consignees within 24 hours after ship shall have been reported at the Custom House; consignees to pay 1/9d. per ton weight or measurement at ship's option; otherwise, the Shipowners have the right of removing or of calling upon the dock, quay or wharf authorities to receive or remove all or any part thereof for a storage or realization at consignee's risk and expense.

(E) In the case of heavy timber of rafting size delivered into the water in one of the docks in the river Thames, each consignee of such timber shall pay two-thirds of the vessel's dock dues payable in respect of the space occupied by his portion of such cargo so delivered into the water.

This London Clause is in respect of goods destined to that port, to form part of this bill of lading, and any words at variance with them are hereby cancelled.

All Port of London Authority charges to be paid by consignee of the goods, and the vessel owners shall have the same lien, rights, and remedies on goods referred to in the above clauses or under any other clauses of the bill of lading, as they have by law in respect to freight.

Craft which are in attendance for delivery shall wait free of demurrage their regular turn to receive goods as required by vessel owners, either from vessel or quay or captain's entry craft.

LIVERPOOL AND MANCHESTER CLAUSE

The master porterage of the delivery of the cargo is to be done by the Consignee of the Ship and the expenses thereof to be paid by the Receivers of the Cargo.

(CONTINUED OVER PAGE)

Attention of shippers is especially directed to Secs. 235-236 U. S. Criminal Code, (18 U. S. Code 385-6), Sec. 4472 U. S. Revised Statutes (46 U. S. Code 170), Sec. 16 Shipping Act, 1916 (46 U. S. Code 815), Sec. 3, subdiv. 5, also Sec. 4, subdivs. 5 and 6, of the Carriage of Goods by Sea Act, 1936 (46 U. S. Code 1304, subsecs. 3 and 6), which provisions of law subject shippers to substantial penalties, liabilities and disabilities for false classification, misdescription or insufficient description of goods, etc.

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CUNARD WHITE STAR LIMITED

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC 25Broadway NY A/20493

EXPORT DEC. No.: J2142433

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

(CONTINUED FROM REVERSE SIDE)

SHIP: Manipur

FLAG:

PIER: 26 Bklyn

PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: London

SHIPPER: The Museum of Modern Art

CONSIGNEE: ORDER OF: C.R. Fenton & Co. Ltd. AT

ADDRESS ARRIVAL NOTICE TO: Same at 79 Davies Street, London W.1 England for A/C Mr. Sebastian Jsepp, 37 Steeles Rd., London N.W. 3 and Paul Cassirer Ltd., 30 South Street, London W.1.

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS (SHOW TOTAL NUMBER OF PACKAGES IN WORDS AND NUMERALS)	GROSS WEIGHT IN POUNDS
MOMA London 1/2	2	Boxes Paintings (Returned Goods)	57

FOR EXCEPTIONS, IF NEEDED

SCOPES OF VOYAGES include: (See also clause 3 on reverse side.)

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Avonmouth, Belfast, Cardiff, Cobh, Dublin, Greenock, Galway, Liverpool, Manchester, Newport, Swansea.

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Avonmouth, Cardiff, Cherbourg, Cobh, Havre, London, Newport, Plymouth, Southampton, Swansea.

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Cherbourg, Cobh, Havre, London, Plymouth, Southampton.

If the ship is not owned by or chartered by demise to Cunard White Star Limited (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the Cunard White Star Limited who act as agents only and who shall be under no personal liability whatsoever in respect thereof.

It is agreed that this bill of lading incorporates and includes by reference all the provisions of the Port Clauses usually included in Liner bills of lading to be applicable at the port or ports at which the goods may be discharged, irrespective of the same being or not being the discharge port or ports designated herein, as fully as if such clauses were completely set forth herein.

FREIGHT AND CHARGES

.....@.....per 2240 lbs. $.....

.....@.....per 2240 lbs. $.....

.....@.....per 100 lbs. $.....

.....@.....per 100 lbs. $.....

.....@.....per 100 lbs. $.....

.....Ft.....in. @.....per 40 cu. ft. $.....

.....Ft.....in. @.....per 40 cu. ft. $.....

.....Ft.....in. @.....per cu. ft. $.....

.....Ft.....in. @.....per cu. ft. $.....

.....@.....per..... $.....

.....Pkgs. @.....per pkg. $.....

.....Items @.....per item $.....

Advances Charges $.....

Total $.....

Freight Payable At: New York

IN WITNESS WHEREOF the master or agent of the said vessel has signed THREE Bills of Lading, all of this tenor and date, and if one is accomplished, the others shall be void.

Dated, NEW YORK, this.....day of.....19.....

FOR CUNARD WHITE STAR LIMITED

AS AGENTS

.....

Bill of Lading No. 57

300M-7-48-C296-Printed in U.S.A.

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CUNARD WHITE STAR LIMITED

CUNARD BLDG., PIER HEAD, LIVERPOOL

88 LEADENHALL ST., LONDON, E. C. 3

25 BROADWAY, NEW YORK 4, N. Y.

Received by CUNARD WHITE STAR LIMITED, hereinafter called the Carrier, from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of this line, or, at carrier's option, of any other line.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver in writing signed by a duly authorized agent of the Carrier.

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, nondelivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier.

2. In this bill of lading, the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the carrier; the word "carrier" shall include the ship, her owner, operator, demise charterer, time charterer, master and any substituted carrier, whether the owner, operator, charterer or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in the bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "freight" shall include freight and all expenses and hazard obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once, either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, go on ways or to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, tow and be towed, assist vessels in danger or distress and deviate for the purpose of saving life or property, and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the reasonable judgment of the carrier or master is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may, without giving any prior notice, discharge the goods into depot, lazaretto, craft, or other place and the goods shall be liable for any extra expense thereby incurred, or the master may proceed or return, directly or indirectly, to or stop at such other port or place whatsoever as he or the carrier may consider safe or advisable under the circumstances, and discharge the goods or any part thereof there without giving any prior notice, and when landed as hereinabove provided, the goods shall be at their own risk and expense, and delivery thereof by the carrier shall be considered complete and the carrier shall be freed from any further responsibility in respect thereof except to mail notice of the disposition of the goods directed to the shipper or consignee named in this bill of lading at such address as may be stated herein; or the master may retain the cargo on board until the return trip or until such time as he or the carrier thinks advisable without additional freight; or the master may and shall wherever reasonably practicable forward the goods by any means by water or by land, or by both such means, at the risk of the goods, but in such case the expense of transshipping or landing and forwarding, other than such items thereof as are recoverable in General Average, shall be borne by the owner or consignee of the goods.

5. The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, trans-shipment, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfilment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the carrier shall not be concluded as to the correctness of leading marks, number, quantity, weight, gauge, measurement, contents, nature, condition or value. Single pieces or packages exceeding 1480 lbs. weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on a shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the carrier in respect of any injury, loss or damage arising from the shipper's failure to declare and mark the weight of any such piece or package or from the incorrect weight of any such piece or package having been declared or marked thereon.

7. Goods may be carried on deck, in deck erections, shelter deck passenger space, or any other covered-in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck and stated herein to be so carried, all risks of loss or damage by perils inherent in such carriage shall be borne by the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding Sec. 1 (C) thereof. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate.

8. Live animals, birds and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-section 2, a to p inclusive of said Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owner to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

10. General average shall be adjusted and paid according to York-Antwerp Rules of 1924, and the average statement to be drawn up in the United Kingdom or other place at the option of the shipowner. In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a saving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such saving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Passengers' effects, if any, shall not contribute in general average but claims for passengers' effects sacrificed shall be allowed in general average, less their proper contribution in each case.

11. Whenever the goods are consigned to a point where the ship does not expect to discharge, the carrier or master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by both such means, whether operated by the carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This authority includes arrangements for any transhipping or forwarding vessel or means of transportation not operated by this carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the carrier to arrange with any such transshipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein. Pending or during transshipment of the goods may be stored ashore or afloat at their risk and expense and the carrier shall not be liable for detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the carrier may determine no matter what the state of the weather or custom of the port may be. The carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge of any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may, at carrier's option and subject to carrier's lien, be sent to store or warehouse, or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notification of disposition of the goods.

13. The carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for computing delivery at the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage.

When grain is stored without separation from other grain either by the same shipper or by other shippers, any loss or damage to the combined shipments shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expense of mending, cooperage, baling or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the carrier or ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the carrier may at any time open the packages and examine, weigh, measure or value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unmerchantable goods without excluding any increase in weight or measurement thereof caused by absorption of water during the voyage. Full freight hereunder to port of discharge named herein shall be considered completely earned on receipt of the goods by the carrier, wherever the freight is stated or intended to be prepaid and the carrier shall in such case be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever and whether cargo lost or not lost. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All outlays shall be paid in full and without any offset, counterclaim or deduction in the currency of the country of the port of shipment, or, at carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's arrival at the Custom House at the port of discharge. The carrier shall have a lien on the goods which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and consignee shall be jointly and severally liable to the carrier for the payment of all charges and for the performance of the obligation of each of them hereunder. On bulk grain freight shall be payable at destination on outturn weight, ascertained as customary.

16. Neither the carrier nor any corporation owned by, subsidiary to or associated or affiliated with the carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500., lawful money of the United States per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500. per package or per unit, on which basis the freight is adjusted and the carrier's liability, if any, shall be determined on the basis of a value of $500. per package or per customary freight unit, unless the nature of the goods and a higher value than $500. shall have been declared in writing by the shipper upon delivery to the carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the carrier's liability, if any, shall not exceed the declared value. Whenever the value of the goods is less than $500. per package or other freight unit, their value in the calculation and adjustment of claims for which the carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or if the loss or damage be not apparent, within three days after such delivery, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

19. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped or printed, are accepted and agreed by the shipper to be binding upon him as well as upon all persons owning any land or discharge continuously day or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of, liability. If required by the carrier a bond or indemnity and a bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

LONDON CLAUSE

LONDON CLAUSE (A) The Shipowners shall, at their option, be entitled to land the goods within mentioned on the quay, or to discharge them into craft hired by them, immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the shipowner, and at consignee's risk and expense; the Shipowners being entitled to collect the same charges on goods entered for landing as they collect on goods entered for delivery to lighters. Consignees desirous of removing their goods elsewhere, shall, on making application to the Ship's Agents, or to the Dock or Wharf Company, within 72 hours after vessel shall have been reported, except as provided hereafter, be entitled to delivery in consignee's lighters or land conveyances at the following rates, to be paid with the freight to the Ship's Agents, and not after release, or to the Dock or Wharf Company, if so directed by the Shipowners. Following wharfage goods in barges: Bottles-pegs, bundles, bilged casters, bales, bulks, sinkers, wheels and cars, 1/3 per ton measurement; hops, 2/9 per ton weight; lumber and logs, 2/- per ton measurement or 2/6 per ton weight at ship's option; slates, 2/- per ton weight; Wheaten flour, 1/8 per ton weight. All other general cargo 1/9 per ton weight or measurement at ship's option; minimum wharfage, one ton.

(B) Grain for overside delivery is to be supplied for within twenty-four hours of vessel's arrival (or thereafter immediately it becomes clear) at any dock, quay, river wharf or other wharf or landing place selected by the vessel owners or agents. In the absence of sufficient consignee's craft, with responsible persons in charge, to receive as fast as vessel can discharge overside into lighters during usual working hours, the Master or Agents may load or discharge into lighters at the risk and expense of the consignee. The Shipowners may land or discharge continuously day and/or night, any grain landed or discharged for vessel's convenience during usual working hours (consignee's craft being duly in attendance) and any grain that may be landed or discharged before or after usual working hours (whether craft are then in attendance or not) is to be given up free to consignee's craft supplying for same within seventy-two hours from its landing or discharge, otherwise it will be subject to the usual dock, quay, river wharf or other wharf or landing place charge, any extra freight of 7d. per ton being due to vessel owners or agents on such consignment of grain whether any portion be landed or not. The grain to be weighed at time of discharge, either on deck and/or dock, quay, river wharf or other wharf or landing place and/or craft at vessel's option. Working out charges (including weighing) as fixed by the Port of London Authority for grain in bulk and/or vessel's bags to be paid by the consignee with the freight to the vessel's agents or to the authorized representative of the quay, river wharf or other wharf or landing place if so directed by the vessel's agents in exchange for release. Neither party shall be liable for any loss or damage occasioned by the performance of the contract herein contained, which is caused by strikes, or lockout of seamen, lightermen, stevedores or shore laborers, or railway or transport or other disturbances of any kind or in furtherance thereof, whether partial or otherwise, nor for any consequences thereof, and in such case the vessel or agents shall be entitled to land or put into craft at the risk and expense of consignee. In case the grain shipped under this Bill of Lading forms part of a larger bulk, each bill of lading to bear its proportion of shortage and damage, if any.

(C) ACETONE, ASPHALT, CARBON BLACK, CELLULOID, COTTON, COTTON WASTE, HAY, HEMP, HYDROLENE, ISTLE, JUTE, KAPOK, LAMPBLACK, LUMINATING and OIL OF ALL KINDS, whether ANIMAL, VEGETABLE, or MINERAL, and the liquid products of them or any of them, PITCH, RAGS, ROSIN, STRAW, TAR, TURPENTINE, VARNISH, WOOD SPIRITS, from ship or otherwise (at ship's option), of any of the above-mentioned commodities, the ship-owners having the option of working continuously by day and/or night, and consignees to pay 1/3d. per ton weight or measurement at ship's option. If consignee's craft is not in attendance, the goods may be put into Captain's entry craft at risk and expense of consignees.

(D) REFRIGERATOR CARGO:—Goods may be discharged immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the Shipowners, who shall have the option of working continuously day and/or night and are to be removed by consignees within 24 hours after ship shall have been reported at the Custom House; consignee to pay 1/3d. per ton weight or measurement at ship's option; otherwise, the Shipowners have the right of removing or of calling upon the dock, quay or wharf authorities to receive or remove all or any part thereof for a storage or restization at consignee's risk and expense.

(E) In the case of heavy timber of rafting size delivered into the water in one of the docks in the river Thames, each consignee of such timber shall pay two-thirds of the vessel's dock dues payable. In respect of the space occupied by his portion of such cargo so delivered into the water.

This London Clause is in respect of goods destined to that port, to form part of this bill of lading, and any words at variance with them are hereby cancelled.

All Port of London Authority charges to be paid by consignee of the goods, and the vessel owners shall have the same lien, rights, and remedies on goods referred to in the above clauses or under any other clauses of the bill of lading, as they have by law in respect to freight.

Craft which are in attendance for delivery shall wait free of demurrage their regular turn to receive goods as required by vessel owners, either from vessel or quay or captain's entry craft.

LIVERPOOL AND MANCHESTER CLAUSE

The master porterage of the delivery of the cargo is to be done by the Consignee of the Ship and the expenses thereof to be paid by the Receivers of the Cargo.

(CONTINUED OVER PAGE)

Attention of shippers is especially directed to Sec. 235-236 U. S. Criminal Code (18 U. S. Code 383-6), Sec. 417 U. S. Revised Statutes (46 U. S. Code 170), Sec. 16 Shipping Act, 1916 (46 U. S. Code 815), Sec. 3, subdiv. 5, also Sec. 4, subdivs. 5 and 6, of the Carriage of Goods by Sea Act, 1936 (46 U. S. Code 1303, subsecs. 5 and 6), which provisions of law subject shippers to substantial penalties, liabilities and disabilities for false classification, misdescription or insufficient description of goods, etc.

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CUNARD WHITE STAR LIMITED

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC 25Broadway NY A/20493

EXPORT DEC. No.: J2142433

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

(CONTINUED FROM REVERSE SIDE)

SHIP: Manipur

FLAG:

PIER: 26 Bklyn

PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: London

SHIPPER: The Museum of Modern Art

CONSIGNEE: ORDER OF: C.R. Fenton & Co. Ltd. AT

ADDRESS ARRIVAL NOTICE TO: Same at 79 Davies Street, London W.1 England for A/C Mr. Sebastian Jsepp, 37 Steeles Rd., London N.W. 3 and Paul Cassirer Ltd., 30 South Street, London W.1.

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS (SHOW TOTAL NUMBER OF PACKAGES IN WORDS AND NUMERALS)	GROSS WEIGHT IN POUNDS
MOMA London 1/2	2	Boxes Paintings (Returned Goods)	57

FOR EXCEPTIONS, IF NEEDED

SCOPES OF VOYAGES include: (See also clause 3 on reverse side.)

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Avonmouth, Belfast, Cardiff, Cobh, Dublin, Greenock, Galway, Liverpool, Manchester, Newport, Swansea.

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Avonmouth, Cardiff, Cherbourg, Cobh, Havre, London, Newport, Plymouth, Southampton, Swansea.

Baltimore, Boston, Halifax, N. S., Hampton Roads, Philadelphia, New York, St. John, N. B., Cherbourg, Cobh, Havre, London, Plymouth, Southampton.

If the ship is not owned by or chartered by demise to Cunard White Star Limited (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the Cunard White Star Limited who act as agents only and who shall be under no personal liability whatsoever in respect thereof.

It is agreed that this bill of lading incorporates and includes by reference all the provisions of the Port Clauses usually included in Liner bills of lading to be applicable at the port or ports at which the goods may be discharged, irrespective of the same being or not being the discharge port or ports designated herein, as fully as if such clauses were completely set forth herein.

FREIGHT AND CHARGES

.....@.....per 2240 lbs. $.....

.....@.....per 2240 lbs. $.....

.....@.....per 100 lbs. $.....

.....@.....per 100 lbs. $.....

.....@.....per 100 lbs. $.....

.....Ft.....in. @.....per 40 cu. ft. $.....

.....Ft.....in. @.....per 40 cu. ft. $.....

.....Ft.....in. @.....per cu. ft. $.....

.....Ft.....in. @.....per cu. ft. $.....

.....@.....per..... $.....

.....Pkgs. @.....per pkg. $.....

.....Items @.....per item $.....

Advances Charges $.....

Total $.....

Freight Payable At New York

IN WITNESS WHEREOF the master or agent of the said vessel has signed THREE Bills of Lading, all of this tenor and date, and if one is accomplished, the others shall be void.

Dated, NEW YORK, this 20th day of [illegible] 19 49

FOR CUNARD WHITE STAR LIMITED

AS AGENTS

.....

Bill of Lading No. 57

300M-7-48-C296-Printed in U.S.A.

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CUNARD WHITE STAR LIMITED

CUNARD BLDG., PIER HEAD, LIVERPOOL

88 LEADENHALL ST., LONDON, E. C. 3

25 BROADWAY, NEW YORK 4, N. Y.

Received by CUNARD WHITE STAR LIMITED, hereinafter called the Carrier, from the Shipper hereinafter named, the goods or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of this line, or, at carrier's option, of any other line.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the Carrier, master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver in writing signed by a duly authorized agent of the Carrier.

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, nondelivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier.

2. In this bill of lading, the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the carrier; the word "carrier" shall include the ship, her owner, operator, demise charterer, time charterer, master and any substituted carrier, whether the owner, operator, charterer or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, regular or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purpose of the current voyage, or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once, may either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, go on ways or to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

4. In any situation whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the reasonable judgment of the carrier or master is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may, without giving any prior notice, discharge the goods into depot, lazaretto, craft, or other place and the goods shall be liable for any extra expense thereby incurred; or the master may proceed or return, directly or indirectly, to or stop at such other port or place whatsoever as he or the carrier may consider safe or advisable under the circumstances, and discharge the goods or any part thereof there without giving any prior notice, and when landed as hereinabove provided, the goods shall be at their own risk and expense, the delivery thereof by the carrier shall be considered to be complete and the carrier shall be free from any further responsibility in respect thereof except to mail notice of the disposition of the goods directed to the shipper or consignee named in this bill of lading at such address as may be stated herein; or the master may retain the cargo on board until such port or until such time as he or the carrier thinks advisable without additional freight; or the master may and shall wherever reasonably practicable forward the goods by any means by water or by land, or by both such means, at the risk of the goods, and in such case the expenses of transhipping and forwarding, other than such items thereof as are recoverable in General Average, shall be borne by the owner or consignee of the goods.

5. The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, trans-shipment, discharge, destination, delivery or otherwise howsoever given by any government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having under the terms of the war risk insurance on the ship the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosive, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the carrier shall not be concluded as to the correctness of leading marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from the incorrect weight of any such piece or package having been declared or marked thereon.

7. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered-in space commonly used in the trade and suitable for the carriage of goods; and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck and stated herein to be so carried, all risks of loss or damage by perils inherent in such carriage shall be borne by the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act. Notwithstanding Sec. 1 (C) thereof, Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate.

8. Live animals, birds and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-sections 2 (a to p inclusive of said Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.

10. General average shall be adjusted and payable according to York-Antwerp Rules of 1924, and the average statement to be drawn up in the United Kingdom or other place at the option of the shipowner. In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Passengers' effects, if any, shall not contribute in general average but claims for passengers' effects sacrificed shall be allowed in general average, less their proper contribution in such case.

11. Whenever the goods are consigned to a point where the ship does not expect to discharge, the carrier or master may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by both such means, whether operated by the carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more extensive exemptions as to notice of claim or commencement of suit and may confer upon the carrier from liability for negligence. The shipper expressly authorizes the carrier to arrange with any such transshipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the carrier shall not be liable for any detention.

12. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to or alongside, at or onto any wharf, craft or place that the carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the carrier may determine no matter what the state of the weather or custom of the port may be. The carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may, at carrier's option and subject to carrier's lien, be sent to store or warehouse, or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notification of disposition of the goods.

13. The carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods not packed shall be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage.

When grain is stowed without separation from other grain shipped either by the same shipper or by other shippers, any loss or damage to the combined shipments shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expense of mending, cooperage, baffling or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or by the act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods but excluding any increase in weight or measurement thereof caused by absorption of water during the voyage. Full freight hereunder to port of discharge named herein shall be considered completely earned on receipt of the goods by the carrier, whoever the freight is stated or intended to be prepaid and the carrier shall in such case be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever ship and/or cargo lost or not lost. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in U. S. currency at the option of the carrier, either, at carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The carrier shall have a lien on the goods which shall survive delivery, for all charges hereunder and may enforce this lien by public or private sale and without notice. The shipper and consignee shall be jointly and severally liable to the carrier for the payment of all charges and for the performance of the obligation of each of them hereunder. On bulk grain freight shall be payable at destination on outturn weight, ascertained as customary upon discharge.

16. Neither the carrier or any corporation owned by, subsidiary to or associated or affiliated with the carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500., lawful money of the United States, per package or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500. per package or per unit, even when the actual value be greater, and the carrier's liability, if any, shall be determined on the basis of a value of $500. per package or per customary freight unit, unless the nature of the goods and a valuation higher than $500. shall have been declared in writing by the shipper upon shipment and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the carrier's liability, if any, shall not exceed the declared value. Whenever the value of the goods is less than $500. per package or other freight unit, their value in the settlement or adjustment of claims for which the carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of weather any other value is greater or less.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

19. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all the terms whether written, typed, stamped or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Neither in this bill of lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of, liability. If required by the carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

LONDON CLAUSE

LONDON CLAUSE (A) The Shipowners shall, at their option, be entitled to land the goods within mentioned on the quay, or to discharge them into craft hired by them, immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the shipowner, and at consignee's risk and expense; the Shipowners being entitled to collect the same charges on goods discharged into craft as if discharged on to the quay. Consignees to have craft in attendance immediately on arrival at the Docks, Basins or Entrances of conveyance of their goods elsewhere, and on making application to the Ship's Agents, or to the Dock or Wharf Company, within 72 hours after vessel shall have been reported, except as provided hereafter, be entitled to delivery in consignee's lighters or land conveyances at the following rates, to be paid with the freight to the Ship's Agents, against release, or to the Dock or Wharf Company, if so directed by the Ship's Agents, viz.: Fodder, bran, pollard, oil cake, bibbed rollers, bulbs, roots, shrubs, seeds and seeds in bags, 1/9 per ton measurement; hops, 2/9 per ton weight; lumber and logs, 2/- per ton measurement, at ship's option; slates, 2/- per ton weight; Wheaten flour, 1/3 per ton weight. All other general cargo 1/9 per ton weight or measurement at ship's option; minimum charge, one ton.

(B) Grain for overside delivery is to be applied for within twenty-four hours of vessel's arrival (or thereafter immediately it becomes clear) at any dock, quay, river wharf or other wharf or landing place selected by the vessel owners or agents. Failing the absence of sufficient consignee's craft, with responsible persons in charge, to receive as fast as vessel can discharge overside into lighters during usual working hours, the Master or Agent may land or discharge into lighters at the risk and expense of the consignee. The vessel-owners or agents may land or discharge continuously day and/or night, any grain landed or discharged in accordance with this contract being duly delivered before or after usual working hours (whether craft are then in attendance or not) is to be given up free to consignee's craft applying for same within seventy-two hours from its landing or discharge, otherwise it will be subject to the usual dock, quay, river wharf or other wharf or landing place charges. An extra freight of 5d. per ton shall be paid to the vessel-owners or agents on each consignment of grain whether any portion be landed or not. The grain to be weighed at time of discharge, either on dock and/or dock, quay, river wharf or other wharf or landing place and/or craft at vessel's option. Working out charges (including weighing) as fixed by the Port of (London) Authority for grain in bulk and/or vessel's bags to be paid by the consignee with the freight to the vessel's agents or to the authorized representative of the dock, quay, river wharf or other wharf or landing place if so directed by the vessel's agents in exchange for release. Neither party shall be liable for any interference with the performance of the contract herein contained, which is caused by strikes, or lockout of seamen, lightermen, stevedores or shore laborers, or railway or transport or other disturbances of any kind or in furtherance thereof, whether partial or otherwise, nor for any consequences thereof, and in such case the vessel-owner or agents shall be entitled to land or put into craft at the risk and expense of consignee, the grain shipped under this Bill of Lading forms part of a larger bulk, this Bill of Lading is to participate in any shortage and damage, if any.

(C) ACETONE, ASPHALT, CARBON BLACK, CELLULOID, COTTON, COTTON WASTE, HAY, HEMP, HYDROLENE ISTLE, JUTE, LAMPBLACK, ILLUMINATING and OIL OF ALL KINDS, whether ANIMAL, VEGETABLE, or MINERAL, and the liquid products of them or any of them, PITCH, RAGS, ROSIN, STRAW, TAR, TURPENTINE, VARNISH, WOOD SPIRITS, also any other goods of a more or less hazardous nature. Consignees to have craft in attendance immediately on ship's arrival at any discharging berth selected by the shipowners, to take delivery from ship or otherwise (at ship's option), of any of the above-mentioned commodities, the ship-owners having the option of working continuously by day and/or night, and consignees to pay 1/3d. per ton weight or measurement at ship's option. If consignee's craft is not in attendance, the goods may be put into Captain's entry craft at risk and expense of consignees.

(D) REFRIGERATOR CARGO—Goods may be discharged immediately on arrival at dock, quay, river wharf or other wharf or landing place selected by the Shipowners, who shall have the option of working continuously day and/or night and are to be removed by consignees within 24 hours after ship shall have been reported at the Custom House; consignee to pay 1/9d. per ton weight or measurement at ship's option; otherwise, the Shipowners have the right of removing or of calling upon the dock, quay or wharf authorities to receive or remove all or any part thereof for a storage or realization at consignee's risk and expense.

(E) In the case of heavy timber or rafting size delivered into the water in one of the docks in the river Thames, each consignee of such timber shall pay two-thirds of the vessel's dock dues payable in respect of the space occupied by his portion of such cargo so delivered into the water.

This London Clause is in respect of goods destined to that port, to form part of this bill of lading, and any words at variance with them are hereby cancelled.

All Port of London Authority charges to be paid by consignee of the goods, and the vessel owners shall have the same lien, rights, and remedies on goods referred to in the above clauses or under any other clauses of the bill of lading, as they have by law in respect to freight.

Craft which are in attendance for delivery shall wait free of demurrage their regular turn to receive goods as required by vessel owners, either from vessel or quay or captain's entry craft.

LIVERPOOL AND MANCHESTER CLAUSE

The master porterage of the delivery of the cargo is to be done by the Consignee of the Ship and the expenses thereof to be paid by the Receivers of the Cargo.

(CONTINUED OVER PAGE)

Attention of shippers is especially directed to Sec. 315,236 U. S. Criminal Code (18 U. S. Code 383-6), Sec. 4472 U. S. Revised Statutes (46 U. S. Code 170), Sec. 16 Shipping Act, 1916 (46 U. S. Code 815), Sec. 3 subdiv. 5 also Sec. 4 subdivs. 5 and 6, of the Carriage of Goods by Sea Act, 1936 (46 U. S. Code 1303, subsecs. 5, 46 U. S. Code 1304 subsecs. 5 and 6), which provisions of law subject shippers to substantial penalties, liabilities and disabilities for false classification, misdescription or insufficient description of goods, etc.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

cc: The Boston Institute of Contemporary Art
Miss Ulrich

October 18, 1949

C. R. Fenton & Co.,
79 Davies Street
London, England

Gentlemen:

We have instructed our brokers, W. J. Byrnes & Co. to forward the following paintings to you for delivery to the owners:

Box MOMA 1 LONDON

49.1757 Kokoschka: Self Portrait of a Degenerate Artist $1,330.-

Deliver to: Mr. Sebastian Jsepp
37 Steeles Road
London N.W.3

Box MOMA 2 LONDON

49.1761 Kokoschka: Dolce Bridge $2,500.-

Deliver to: Paul Cassirer, Ltd.,
30 South Street
London, W.1.

Please notify Prof. Emil Korner, Suffield House, that the "Self Portrait of a Degenerate Artist" is being delivered to Mr. Jsepp according to instructions we received from the artist.

These paintings have been on loan in the United States in a traveling exhibition of the work of Oskar Kokoschka. The "Self Portrait of a Degenerate Artist" was shipped to the Boston Institute of Contemporary Art from Amsterdam in September, 1948, and the "Dolce Bridge" was shipped from London, also in September, 1948. Will you please clear these paintings through customs and deliver them as indicated.

Our order #46920 will follow under separate cover.

Very sincerely yours,

Registrar

DHD:bcr

Send to S R
for charges.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Kokoschka
Byrnes

THE MUSEUM OF MODERN ART

11 WEST 53 STREET
NEW YORK 19, N. Y.

TO W. J. Byrnes & Co.
25 Broadway
New York City 4, N.Y.

Date October 17, 1949
PLEASE PUT ORDER NUMBER ON INVOICE

№ 46918

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price		Total
Please collect the following from W.S.Budworth and ship to C.R.Fenton & Co., Ltd, London: Box MOMA 1 LONDON Containing 1 painting by Kokoschka Box MOMA 2 LONDON Containing 1 painting by Kokoschka			

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka - returns

We shall undertake to pay all clearance and delivery expenses and bill as directed.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

cc: Miss Margaret Miller
The Boston Institute of Contemporary Art
Miss Ulrich

October 17, 1949

W. J. Byrnes & Co.,
25 Broadway
New York 4, N.Y.
Attention: Mr. Gunther

Re: Boston Institute of Contemporary Art
Entries 01276 and 01409

Dear Mr. Gunther:

Please collect from W.S. Budworth & Co., 424 West 52nd Street, New York City, the paintings on the attached invoice and ship them to C. R. Fenton & Co., 79 Davies Street, London, for delivery to the owners.

Please prepay freight charges, declaring a nominal valuation (consistent with obtaining special stowage) on each box. The Museum of Modern Art will insure these paintings for their full value and will pay all shipping expenses.

Our Order #46918 will follow under separate cover.

Very sincerely yours,

Registrar.

DHD:bcr

We shall undertake to pay all charges and delivery expenses and bill as directed.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

To: C. R. Fenton & Co., Ltd.
79 Davies Street
London W.1, England

For delivery as follows:

Box MOMA 1 LONDON 47 x 33 x 3"; Net weight 6 pounds; gross weight 27 pounds

For: Mr. Sebastian Jsepp, 37 Steeles Road, London N.W.3

49.1757 Kokoschka: Self Portrait of a Degenerate Artist, oil on canvas $1,330.-

Box MOMA 2 LONDON 40 x 31x 3"; Net weight 5 pounds; Gross weight 30 pounds

For: Paul Cassirer, Ltd., 30 South Street, London, W.I.
49.1761 Kokoschka: Dolce Bridge, oil on canvas $2,500.-

These paintings were lent to the Boston Institute of Contemporary Art for a circulating exhibition and are now being returned to the owners.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART

Exports only
Imported by Inst. of Cont. Art, Boston
except for Entry 950,061

Date November 8, 1949

To: Miss Rubinstein

From: Miss Dudley

Re: Kokoschka Returns
Foreign shipments

Attached are tissue copies of orders to foreign agents for return of Kokoschka loans: (will you please let me know charges when you receive bills)

		Cost
46104 to Gebr Kuoni	Swiss shipment	Sw Fr 59.65 / 62.95
46919 to Neumann & Vettin	Dutch shipment	
46920 to C.R.Fenton	English shipment	£17/17/0
46922 to Gabini & Co.	Austrian shipment	
49621 to Austrian Fuller		C $9.00

Other orders issued for these returns are as follows:

Swiss shipment		
46105 to W.J.Byrnes	(ocean freigh included $101.20)	$129.15
46106 to Dunn & Fowler		302.13
Dutch shipment		
46917 to W.J.Byrnes	(ocean freight included $39.60)	55.75
46101 to Dunn & Fowler		28.50
English shipment		
46918 to W.J.Byrnes	(ocean freight included $50.00)	71.30
46924 to Dunn & Fowler		15.32
Austrian shipment		
46921 to W.J.Byrnes	(ocean freight included $24.38)	40.53
46102 to Dunn & Fowler		72.00

Packing by W.S.Budworth

Yours very truly,

W.J. BYRNES & CO OF NY INC.

BY:

DD

Gebr Kuoni bill

Gebr Kuoni bill & letter
April 21 sent to JU
Bill 62.95 Sw Fr.

Fr 57.65
Sent to JU

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Boston Entry 01775
01692
from Swiss.
Boston Entry 01341
from Italy

W. J. BYRNES & CO. of NEW YORK, Inc.
25 BROADWAY
NEW YORK 4, N. Y.

COPY TO

Swiss
Expert

Exported Nov 3, 1949
SS Amer Defender
to Switzerland

A/20573

November 4, 1949

Air Mail

Gebr. Kuoni A. -G.
Neugasse 14,
Zurich, Switzerland.

Gentlemen:

Upon instructions of The Museum of Modern Art we hand you herewith first original on board freight prepaid ocean B/L 147, SS American Defender, sailed New York today covering a shipment of three (3) boxes of paintings. Also attached is distribution list showing owners of the paintings.

By regular mail duplicates of the above are being sent you.

Insurance on this shipment has been covered by The Museum here in New York and you will receive further instructions pertaining to the above directly from them.

Yours very truly,

W.J. BYRNES & CO OF NY INC.

BY:

SP:d
Encl.
cc:Regular Mail
cc:The Museum of Modern Art
Att: Miss D. Dudley
Ref: Your Order 46105

Gebr Kuoni bill

Gebr Kuoni bill & letter
april 21 sent to JU
Bill 62.95 Sw Fr.

Fr 57.65
Sent to JU

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

Form 105

The Museum of Modern Art
11 West 53rd Street
New York New York

INVOICE No. 12862
SHIPMENT No. A/20578
Shippers Order No.

order # 46105 Att Miss Dudley

DR. TO W. J. BYRNES & CO. OF NEW YORK, INC.
25 BROADWAY

PAYABLE IN NEW YORK EXCHANGE

NEW YORK, Nov 4 1949.

Marks and Numbers			
	Inland Freight or Express to		
	Ocean Freight to	101	20
	B/L Charge	2	50
	airmail postage & pat fes	1	50
	Customs Entry		
	Whse. Withdrawal For		
	Notary Fees		
	Surety on Bonds		
	Duty (*Subject to Liquidation*) — Encls 3rd orig on board prepaid ocean b/l 5 n/n b/l copy of letter to consignee		
	Cartage	16	45
ENTRY NUMBER			
	Foreign Charges		
	Collection and Return Fee		
	Storage		
	Submitting Invoice to Appraiser		
	Forwarding and Services	7	50
	Attendance at Appraisers Stores		
	3 boxes paintings.		
	STEAMER American Defender TO SAIL SAILED ARRIVED O/O NY	$ 129	15

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC, 25 Broadway NY A/20573

EXPORT DEC. No.: E2048035

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SERVICE BETWEEN U. S. AND CANADIAN NORTH ATLANTIC PORTS, AND PORTS IN GREAT BRITAIN, EIRE, GERMANY, HOLLAND, BELGIUM, FRANCE AND SPAIN.

SHIP: American Defender — FLAG: Am — PIER: 74 NR — PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: Antwerp

THROUGH BILL OF LADING

If goods to be transhipped beyond Port of Discharge, show destination Here ⟹ To

SHIPPER: The Museum of Modern Art

CONSIGNED TO: ORDER OF: Gebr. Kuoni A.G.

ADDRESS ARRIVAL NOTICE TO: Same at Neugasse 14 Zurich, Switzerland for delivery to the owners.

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
MOMA 1/3 Zurich Via Antwerp	3	Boxes Painting (Returned Goods)		566

ON BOARD
NOV 4 1949
UNITED STATES LINES CO.
BY [signature]

FREIGHT PAYABLE IN: New York

	@	PER 2240 LBS. . $	
	@	PER 100 LB. . . $	
FT.	IN. @	PER 40 CU. FT. $	
46 FT.	0 IN. @ 2.20	PER CU. FT. $	101.20
		$	
		$	
		$	
		$	
		TOTAL . . $	

UNITED STATES LINES CO. NEW YORK NOV 3 1949 FREIGHT CASHIER PAID

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES COMPANY

BY J. M. Malloy
FOR THE MASTER

ISSUED AT NEW YORK, N. Y. NOV 3 1949 (DATE)

B/L No. ⟹ 147

N-10158 U.S.L. 6-49-500M PRINTED IN U.S.A.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

UNITED STATES LINES CO.

AMERICAN FRANCE LINE — AMERICAN HAMPTON ROADS-YANKEE LINE
ORIOLE LINE — UNITED STATES LINE

GENERAL OFFICE: 1 BROADWAY, NEW YORK, N. Y.

BOSTON
563 Boylston St.

LONDON
38 Leadenhall St.

PLYMOUTH
Millbay Pier,
Great Western Docks

COBH
12 Westbourne Place

DUNKIRK
9 Bis, Quai De La Citadelle

AMSTERDAM
Oosteliijke
Handelskade 12 P. O. Box 132

BALTIMORE
1701 O'Sullivan Bldg.

LIVERPOOL
7 The Strand

GLASGOW
179 W. George St.

PARIS
10 Rue Auber

CHERBOURG
48 Rue Alfred Rossel

HAMBURG
1 Ballindamm

BREMEN

NORFOLK
200 East Main St.

SOUTHAMPTON
Canute Chambers, Canute Road

BELFAST
67 & 69 High Street

HAVRE
4 Rue Casimir-Perier

ANTWERP
25 Quai, Jordaens

VIGO
Avenida De Canovas
Del Castillo, 1
Apartado 75

PHILADELPHIA
Bourse Building

MANCHESTER
Orme Building,
Parsonage

DUBLIN
20 Eden Quay

BORDEAUX
1 Allees De Chartres

ROTTERDAM
14 Westerstrade

BILBAO
Hurtado De Amezaga, 6

BILL OF LADING
(SHORT FORM)

RECEIVED from the shipper named on the reverse side hereof the goods, or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported to the port of discharge and there to be delivered or transshipped and forwarded on the terms hereinafter stated. In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time, the rights and obligations, whatsoever they may be, of each and every person having any interest or duty whatsoever in respect of the receipt, care, custody, carriage, delivery or transshipment of the goods whether as shipper, consignee, holder or endorsee of the bill of lading, receiver or owner of the goods, master of the ship, carrier, shipowner, demise charterer, time charterer, operator, agent, bailee, warehouseman, forwarder or otherwise howsoever, shall be subject to and governed by the terms of the regular bill of lading which shall be deemed to be incorporated herein, including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage. Copies of such regular bill of lading and amendments may be obtained on application to the office of the Company or its Agent at the port of loading or port of discharge. This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. Nothing herein contained, whether by express statement, reference, implication or otherwise, shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship, her owner, charterer, operator, agent or master or any carrier, bailee, warehouseman, or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading. None of the terms of this bill of ladng shall be deemed to have been waived by any person unless by express waiver signed by such person, or his duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee, pledgee holder or endorsee of this bill of lading, receiver, owner of the goods and each of them agree that all freight engagements, dock receipts or other agreements whatsoever in respect of the shipment of the goods are superseded by this bill of lading, and agree to be bound by its terms whether written, printed or stamped on the front or back thereof or incorporated by reference therein, any local customs or privileges to the contrary notwithstanding.

If requested, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

(CONDITIONS CONTINUED ON REVERSE SIDE HEREOF)

DO NOT USE THIS SPACE FOR DESCRIPTION OF SHIPMENT

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC, 25 Broadway NY A/20573

EXPORT DEC. No.: E2048035

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SERVICE BETWEEN U. S. AND CANADIAN NORTH ATLANTIC PORTS, AND PORTS IN GREAT BRITAIN, EIRE, GERMANY, HOLLAND, BELGIUM, FRANCE AND SPAIN.

SHIP: American Defender

FLAG: Am

PIER: 74 NR

THROUGH BILL OF LADING:

PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: Antwerp

If goods to be transhipped beyond Port of Discharge, show destination Here ⟹ To

SHIPPER: The Museum of Modern Art

CONSIGNED TO: ORDER OF: Gebr. Kuoni A.G.

ADDRESS ARRIVAL NOTICE TO: Same at Neugasse 14 Zurich, Switzerland for delivery to the owners.

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
MOMA 1/3 Zurich Via Antwerp	3	Boxes Painting (Returned Goods)		566

FREIGHT PAYABLE IN: New York

@	PER 2240 LBS.	$
@	PER 100 LB.	$
FT. IN. @	PER 40 CU. FT.	$
FT. IN. @	PER CU. FT.	$
		$
		$
		$
		$
	TOTAL	$

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES COMPANY

BY: FOR THE MASTER

ISSUED AT NEW YORK, N. Y.: NOV 3 1949 (DATE)

B/L No. ⟹ 147

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	MoMA Exhs.	415.4

UNITED STATES LINES CO.

AMERICAN FRANCE LINE — AMERICAN HAMPTON ROADS-YANKEE LINE
ORIOLE LINE — UNITED STATES LINE

GENERAL OFFICE: 1 BROADWAY, NEW YORK, N. Y.

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LONDON
38 Leadenhall St.

PLYMOUTH
Millbay Pier,
Great Western Docks

COBH
12 Westbourne Place

DUNKIRK
9 Bis, Quai De La Citadelle

AMSTERDAM
Oosteliijke
Handelskade 12 P. O. Box 132

BALTIMORE
1701 O'Sullivan Bldg.

LIVERPOOL
7 The Strand

GLASGOW
179 W. George St.

PARIS
10 Rue Auber

CHERBOURG
48 Rue Alfred Rossel

HAMBURG
1 Ballindamm

BREMEN

NORFOLK
200 East Main St.

SOUTHAMPTON
Canute Chambers, Canute Road

BELFAST
67 & 69 High Street

HAVRE
4 Rue Casimir-Perier

ANTWERP
25 Quai, Jordaens

VIGO
Avenida De Canovas
Del Castillo, 1
Apartado 75

PHILADELPHIA
Bourse Building

MANCHESTER
Orme Building,
Parsonage

DUBLIN
20 Eden Quay

BORDEAUX
1 Allees De Chartres

ROTTERDAM
14 Westerstrade

BILBAO
Hurtado De Amezaga, 6

BILL OF LADING
(SHORT FORM)

RECEIVED from the shipper named on the reverse side hereof the goods, or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported to the port of discharge and there to be delivered or transshipped and forwarded on the terms hereinafter stated. In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time, the rights and obligations, whatsoever they may be, of each and every person having any interest or duty whatsoever in respect of the receipt, care, custody, carriage, delivery or transshipment of the goods whether as shipper, consignee, holder or endorsee of the bill of lading, receiver or owner of the goods, master of the ship, carrier, shipowner, demise charterer, time charterer, operator, agent, bailee, warehouseman, forwarder or otherwise howsoever, shall be subject to and governed by the terms of the regular bill of lading which shall be deemed to be incorporated herein, including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage. Copies of such regular bill of lading and amendments may be obtained on application to the office of the Company or its Agent at the port of loading or port of discharge. This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. Nothing herein contained, whether by express statement, reference, implication or otherwise, shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship, her owner, charterer, operator, agent or master or any carrier, bailee, warehouseman, or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading. None of the terms of this bill of ladng shall be deemed to have been waived by any person unless by express waiver signed by such person, or his duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee, pledgee holder or endorsee of this bill of lading, receiver, owner of the goods and each of them agree that all freight engagements, dock receipts or other agreements whatsoever in respect of the shipment of the goods are superseded by this bill of lading, and agree to be bound by its terms whether written, printed or stamped on the front or back thereof or incorporated by reference therein, any local customs or privileges to the contrary notwithstanding.

If requested, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

(CONDITIONS CONTINUED ON REVERSE SIDE HEREOF)

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The Museum of Modern Art Archives, NY	Collection: MoMA Exhs.	Series.Folder: 415.4

UNITED STATES LINES CO.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC, 25 Broadway NY A/20573

EXPORT DEC. No.: E2048035

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SERVICE BETWEEN U. S. AND CANADIAN NORTH ATLANTIC PORTS,
AND PORTS IN GREAT BRITAIN, EIRE, GERMANY, HOLLAND, BELGIUM, FRANCE AND SPAIN.

SHIP: American Defender — FLAG: Am — PIER: 74 NR — PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: Antwerp — THROUGH BILL OF LADING

If goods to be transhipped beyond Port of Discharge, show destination — Here ⟹ To

SHIPPER: The Museum of Modern Art

CONSIGNED TO: ORDER OF: Gebr. Kuoni A.G.

ADDRESS ARRIVAL NOTICE TO: Same at Neugasse 14 Zurich, Switzerland for delivery to the owners.

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
MOMA 1/3 Zurich Via Antwerp	3	Boxes Painting (Returned Goods)		566

FREIGHT PAYABLE IN: New York

@	PER 2240 LBS. . $	
@	PER 100 LB. . . $	
FT. IN. @	PER 40 CU. FT. $	
FT. IN. @	PER CU. FT. . . $	
	$	
	$	
	$	
	$	
TOTAL . .	$	

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES COMPANY

BY: NOV 3 1949
FOR THE MASTER

ISSUED AT NEW YORK, N. Y.
(DATE)

B/L No. 147

N-10158 U.S.L. 6-49-500M PRINTED IN U.S.A.

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UNITED STATES LINES CO.

AMERICAN FRANCE LINE — AMERICAN HAMPTON ROADS-YANKEE LINE
ORIOLE LINE — UNITED STATES LINE

GENERAL OFFICE: 1 BROADWAY, NEW YORK, N. Y.

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563 Boylston St.

LONDON
38 Leadenhall St.

PLYMOUTH
Millbay Pier,
Great Western Docks

COBH
12 Westbourne Place

DUNKIRK
9 Bis, Quai De La Citadelle

AMSTERDAM
Oosteliijke
Handelskade 12 P. O. Box 132

BALTIMORE
1701 O'Sullivan Bldg.

LIVERPOOL
7 The Strand

GLASGOW
179 W. George St.

PARIS
10 Rue Auber

CHERBOURG
48 Rue Alfred Rossel

HAMBURG
1 Ballindamm

BREMEN

NORFOLK
200 East Main St.

SOUTHAMPTON
Canute Chambers, Canute Road

BELFAST
67 & 69 High Street

HAVRE
4 Rue Casimir-Perier

ANTWERP
25 Quai, Jordaens

VIGO
Avenida De Canovas
Del Castillo, 1
Apartado 75

PHILADELPHIA
Bourse Building

MANCHESTER
Orme Building,
Parsonage

DUBLIN
20 Eden Quay

BORDEAUX
1 Allees De Chartres

ROTTERDAM
14 Westerstrade

BILBAO
Hurtado De Amezaga, 6

BILL OF LADING
(SHORT FORM)

RECEIVED from the shipper named on the reverse side hereof the goods, or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported to the port of discharge and there to be delivered or transshipped and forwarded on the terms hereinafter stated. In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time, the rights and obligations, whatsoever they may be, of each and every person having any interest or duty whatsoever in respect of the receipt, care, custody, carriage, delivery or transshipment of the goods whether as shipper, consignee, holder or endorsee of the bill of lading, receiver or owner of the goods, master of the ship, carrier, shipowner, demise charterer, time charterer, operator, agent, bailee, warehouseman, forwarder or otherwise howsoever, shall be subject to and governed by the terms of the regular bill of lading which shall be deemed to be incorporated herein, including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage. Copies of such regular bill of lading and amendments may be obtained on application to the office of the Company or its Agent at the port of loading or port of discharge. This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. Nothing herein contained, whether by express statement, reference, implication or otherwise, shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship, her owner, charterer, operator, agent or master or any carrier, bailee, warehouseman, or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading. None of the terms of this bill of ladng shall be deemed to have been waived by any person unless by express waiver signed by such person, or his duly authorized agent.

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UNITED STATES LINES CO.

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FORWARDING AGENT—REFERENCES: W.J. BYRNES & CO OF NY INC, 25 Broadway NY A/20573

EXPORT DEC. No.: E2048035

DELIVERING CARRIER TO STEAMER:

CAR NUMBER — REFERENCE

BILL OF LADING

SERVICE BETWEEN U. S. AND CANADIAN NORTH ATLANTIC PORTS,
AND PORTS IN GREAT BRITAIN, EIRE, GERMANY, HOLLAND, BELGIUM, FRANCE AND SPAIN.

SHIP: American Defender

FLAG: Am

PIER: 74 NR

THROUGH BILL OF LADING

PORT OF LOADING: New York

PORT OF DISCHARGE FROM SHIP: Antwerp

If goods to be transhipped beyond Port of Discharge, show destination — Here ⟹ To

SHIPPER: The Museum of Modern Art

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ADDRESS ARRIVAL NOTICE TO: Same at Neugasse 14 Zurich, Switzerland for delivery to the owners.

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MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	MEASUREMENT	GROSS WEIGHT IN POUNDS
MOMA 1/3 Zurich Via Antwerp	3	Boxes Painting (Returned Goods)		566

FREIGHT PAYABLE IN: New York

@ PER 2240 LBS.	$	
@ PER 100 LB.	$	
FT. IN. @ PER 40 CU. FT.	$	
FT. IN. @ PER CU. FT.	$	
	$	
	$	
	$	
	$	
TOTAL	$	

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)

IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES COMPANY

BY: FOR THE MASTER

ISSUED AT NEW YORK, N. Y. NOV 3 1949 (DATE)

B/L No. ⟹ 147

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UNITED STATES LINES CO.

AMERICAN FRANCE LINE — AMERICAN HAMPTON ROADS-YANKEE LINE
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GENERAL OFFICE: 1 BROADWAY, NEW YORK, N. Y.

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AMSTERDAM
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BALTIMORE
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GLASGOW
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PARIS
10 Rue Auber

CHERBOURG
48 Rue Alfred Rossel

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NORFOLK
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SOUTHAMPTON
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BELFAST
67 & 69 High Street

HAVRE
4 Rue Casimir-Perier

ANTWERP
25 Quai, Jordaens

VIGO
Avenida De Canovas
Del Castillo, 1
Apartado 75

PHILADELPHIA
Bourse Building

MANCHESTER
Orme Building,
Parsonage

DUBLIN
20 Eden Quay

BORDEAUX
1 Allees De Chartres

ROTTERDAM
14 Westerstrade

BILBAO
Hurtado De Amezaga, 6

BILL OF LADING
(SHORT FORM)

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
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cc: The Boston Institute of Contemporary Art
Miss Ulrich

October 31, 1949

Gebr. Kuoni A. - G.
Neugasse 14
Zurich, Switzerland

Gentlemen:

We have instructed our brokers, W. J. Byrnes & Co. to forward the following paintings to you for delivery to the owners:

Box MOMA 1 ZURICH

49.1764	Portrait of Blumner, oil on canvas	$ 6,500.-
49.1765	Herwarth Walden, oil on canvas	6,500.-

Deliver to: Kunstmuseum, Basle

49.1759	The Matterhorn (Mont Cervin) oil on canvas	6,000.-

Deliver to: Dr. Hermann Lutjens, alte Landstrasse 73, Zurich

Box MOMA 2 ZURICH

49.1758	Montana, oil on canvas	6,000.-
49.1769	Lovers with Cat, oil on canvas	10,000.-
49.1752	Adele Astaire, oil on canvas	7,500.-

Deliver to: Kunsthaus, Zurich

Box MOMA 3 ZURICH

49.1763	Hugo Caro, oil on canvas	1,175.-
49.1751	The Tempest, oil on canvas	11,750.-

Deliver to: Kunstmuseum, Basle

49.1787	The Fountain, oil on canvas	5,000.-

These paintings have been on loan in the United States in a traveling exhibition of the work of Oskar Kokoschka. The "Portrait of Blumner," "Adele Astaire," "Herwarth Walden," "Lovers with Cat," "Matterhorn," and "Montana" were shipped to the Boston Institute of Contemporary Art from Zurich in September, 1948. The "Tempest" and "Hugo Caro" were shipped to the Boston Institute of Contemporary Art from Venice, also in September, 1948. "The Fountain" went to the Boston Institute from New York City. Will you please clear these paintings through customs and deliver them as indicated.

Our order #4610A will follow shortly.

Very sincerely yours,

Registrar

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART

11 WEST 53 STREET
NEW YORK 19, N. Y.

TO Dunn & Fowler
70 Pine Street
New York 5, N.Y.

Date November 3, 1949

PLEASE PUT ORDER NUMBER ON INVOICE

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

№ 46106

	Unit Price		Total
Please insure the following against all risks except war in transit from New York until returned to the owners in Switzerland:			
Box MOMA 1 ZURICH		Total ins.	
3 paintings by Kokoschka		$ 19,000.-	
Box MOMA 2 ZURICH			
3 paintings by Kokoschka		23,500.-	
Box MOMA 3 ZURICH			
3 paintings by Kokoschka		17,925.-	
Shipped to Zurich via Antwerp on SS AMERICAN DEFENDER, November 3, 1949			

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka - returns

Our order #46105 will follow under separate cover.

Very sincerely yours,

Registrar.

DHD:bcr

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Form 106B

CARTAGE ORDER

Our file 412

NEW YORK Nov 1-49

W S Budworth & Co.

424 West 52nd Street NYC

Hahn Bros

Consigned to

Freight Charges

Storage Charges

Arrived in Car No.

Arrived per S/S

Form or Pro

Customs Permit No.

MARKS AND NUMBERS	PACKAGES	CONTENTS	WEIGHT
		Ref Entries 01775,01692,01341	
MOMA 1/3 Zurich Via Antwerp	3	Boxes Paintings	566 lbs

CARTMAN—Pickup and DELIVER above shipment to

S/S American Defender Pier 74 NR

Saling Nov 3

Delivery Date Nov 2/3AM

ENCLOSURES

Del order

Dock Receipt

Del permit 3467

Yours very truly,

W. J. BYRNES & CO. of NEW YORK, Inc.

25 BROADWAY

Telephone Whitehall 3-9653

per J Sparandera

C/O The Museum of Modern ART

SPECIAL NOTICE

These orders are specific and must not be deviated from without authority from this office. Delivery and pickup dates must be adhered to. If papers are lost telephone this office for instructions immediately. DO NOT substitute any papers for those attached hereto.

Our order #6105 will follow under separate cover.

Very sincerely yours,

Registrar.

DHD:bcr

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART
NEW YORK 19

11 WEST 53rd STREET
TELEPHONE: CIRCLE 5-8900
CABLES: MODERNART, NEW YORK

cc: Miss Margaret Miller
The Boston Institute of Contemporary Art
Miss Ulrich

October 31, 1949

W. J. Byrnes & Co/
25 Broadway
New York 4, N.Y.
Attention: Mr. Gunther

Re: Boston Institute of Contemporary Art
Entries 01775, 01692 and 01341

Dear Mr. Gunther:

Please collect from W. S. Budworth & Co., 424 West 52nd Street, New York City, the paintings on the attached invoice and ship them to Gebr. Kuoni A. - G., Neugasse 14, Zurich, Switzerland, for delivery to the owners.

Please prepay freight charges, declaring a nominal valuation (consistent with obtaining special stowage) on each box. The Museum of Modern Art will insure these paintings for their full value and will pay all shipping expenses. We shall instruct Gebr. Kuoni to pay all clearance and delivery expenses and bill us directly.

Our order #46105 will follow under separate cover.

Very sincerely yours,

Registrar.

DHD:bcr

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART

NEW YORK 19

11 WEST 53rd STREET
TELEPHONE: CIRCLE 5-8900
CABLES: MODERNART, NEW-YORK

PAINTINGS BY KOKOSCHKA

To be shipped to Zurich

To: Gebr. Kuoni A. - G.
Neugasse 14
Zurich

Box MOMA 1 ZURICH 50 x 38 x 6" Net weight 16 lbs. Gross weight 53 lbs.

For: Kunstmuseum, Basle

49.1764	Portrait of Blumner, oil on canvas	$ 6,500.-
49.1765	Herwarth Walden, oil on canvas	6,500.-

For: Dr. Hermann Lutjens, alte Landstrasse 73, Zurich

49.1759	The Matterhorn (Mont Cervin), oil on canvas	6,000.-

Box MOMA 2 ZURICH 63 x 48 x 7" Net weight 26 lbs. Gross weight 79 lbs.

For Kunsthaus, Zurich

49.1758	Montana, oil on canvas	6,000.-
49.1769	Lovers with Cat, oil on canvas	10,000.-
49.1752	Adele Astaire, oil on canvas	7,500

Box MOMA 3 ZURICH,101 x 85 x 11" Net weight 125 lbs. Gross weight 434 lbs.

For: Kunstmuseum, Basle

49.1763	Hugo Caro, oil on canvas	1,175.-
49.1751	The Tempest, oil on canvas	11,750.-

For: Dr. Walter Feilchenfeldt, Freiestrasse 116, Zurich

49.1787	The Fountain, oil on canvas	5,000.-

These paintings were lent for exhibition in the United States and are now being returned to the owners.

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

THE MUSEUM OF MODERN ART

11 WEST 53 STREET
NEW YORK 19, N. Y.

TO W. J. Byrnes & Co.
25 Broadway
New York 4, N.Y.

Date October 31, 1949
PLEASE PUT ORDER NUMBER ON INVOICE

No 46105

INVOICE BEARING ORDER NUMBER SHOULD BE MAILED DIRECTLY TO CONTROLLER'S OFFICE.

	Unit Price	Total
Please collect the following from W.S.Budworth and ship to Gebr. Kuoni A. - G., Neugasse 14, Zurich, Switzerland: Box MOMA 1 ZURICH Containing 3 paintings by Kokoschka Box MOMA 2 ZURICH Containing 3 paintings by Kokoschka Box MOMA 3 ZURICH Containing 3 paintings by Kokoschka total value $60,425.-		

Ordered by Dorothy H. Dudley

Authorized by

For Kokoschka - returns

To: C.R. Perron & Co., Ltd.
79 Davies Street
London W.I, England

Box 18 to be marked MOMA 1 London

For: Prof. Emil Korner, Suffield House

49.1757 Self Portrait of a Degenerate Artist, oil on canvas (return unframed)

Box D to be marked MOMA 2 London

For: Paul Cassirer, Ltd., 30, South Street, London W.I., England

49.1761 Dolce Bridge, oil on canvas (return unframed)

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

Project order
6491

OSKAR KOKOSCHKA EXHIBITION BOX LIST

Foreign loans

AUSTRIAN SHIPMENT VIA ITALY

To:

For: Osterreichische Galerie
Prinz Eugenstrabe 27
Vienna III, Austria

Box E (B.V. 391) to be marked MOMA 1 VIENNA

49.1768 Dr. Julius Szeps, oil on canvas

Box 21 to be marked MOMA 2 Vienna

49.1767 The Annunciation, oil on canvas
49.1766 Still Life with Tortoise and Hyacinth, oil on canvas

DUTCH SHIPMENT

To: Neumann & Vettin
Keizersgracht 376
Amsterdam, Holland

Box 20 to be marked MOMA Amsterdam

For: Paul Cassirer & Co., Keizersgracht 109, Amsterdam

49.1753 The Mandrill, oil on canvas

ENGLISH SHIPMENT

To: C.R. Fenton & Co., Ltd.
79 Davies Street
London W.I, England

Box 18 to be marked MOMA 1 London

For:Prof. Emil Korner, Suffield House

49.1757 Self Portrait of a Degenerate Artist, oil on canvas
(return unframed)

Box D to be marked MOMA 2 London

For: Paul Cassirer, Ltd., 30, South Street, London W.I., England

49.1761 Dolce Bridge, oil on canvas (return unframed)

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

SWISS SHIPMENT

To: Gebr. Kuoni A.- G.
Neugasse 14
Zurich

Box A to be marked MOMA 1 Zurich

For: Kunstmuseum, Basle, Switzerland

49.1764 Portrait of Blumner, oil on canvas (return unframed)
49.1765 Herwarth Walden, oil on canvas (return unframed)

For: Dr. Hermann Lutjens, alte Landstrasse 73, Zurich, Switzerland

49.1759 The Matterhorn (Mont Cervin), oil on canvas (return unframed)

Box G (W.F.7) to be marked MOMA 2 Zurich

For: Kunsthaus, Zurich

49.1755 What we are Fighting for, oil on canvas (return unframed)
49.1758 Montana, oil on canvas (return unframed)
49.1769 Lovers with Cat, oil on canvas (return unframed)
49.1752 Adele Astaire, oil on canvas (return unframed)

Box 19

For: Kunstmuseum, Basle to be marked MOMA 3 Zurich

49.1763 Hugo Caro, oil on canvas
49.1751 The Tempest, oil on canvas

For: Dr. Walter Feilchenfeldt, Freiestrasse 116, Zurich
49.1754 Lac D'Annecy, oil on canvas
49.1756 Cathleen, Countess of Drogheda

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	415.4

~~Project Order 6491~~

PREPAID

RAILWAY EXPRESS SHIPMENTS

EXHIBITION OSKAR KOKOSCHKA

UNITED STATES LOANS

BOX 1 ~~Stored~~

Return to: Mr. Josef von Sternberg, 63 Kingswood Road, Weehawken, New Jersey

Loan No.	Title and medium
49.1782	Tower Bridge, oil on canvas

BOX 2 ~~Stored~~

Return to: Dr. W. R. Valentiner, Los Angeles County Museum, Los Angeles, Calif.

49.1783	Nude in Landscape Near Avignon, oil on canvas

BOX 5 ~~Stored~~

Return to: Santa Barbara Museum of Art, State and Anapamu Sts., Santa Barbara, Calif

4949.1772	Dancing Couple (Green version), oil on canvas

BOX 7 ~~Stored~~

Return to: Santa Barbara Museum of Art, State and Anapamu Sts., Santa Barbara, Calif.

49.1773	Portrait of a Boy, oil on canvas

BOX 6 ~~Stored~~

Return to: Mr. Paul E. Geier, 2301 Grandview Avenue, Cincinati 6, Ohio

49.1776	The Duchess of Rohan-Montesquieu, oil on canvas

~~BOX 9 Stored~~

~~Return to: Mrs. Adolf Mack, 1800 Gough Street, San Francisco, California~~

~~49.1779 Girl with Flowers and Birdcage, oil on canvas~~
~~49.1778 Aigues Mortes, oil on canvas~~

BOX 10 ~~Stored~~

Return to: The Albright Art Gallery, Buffalo, New York

49.1770	London Bridge (Great Thames View), oil on canvas

BOX 11 ~~Stored~~

Return to: The City Art Museum of St. Louis, Forest Park, St. Louis 5, Missouri

49.1781	Marseilles, oil on canvas

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BOX 12 Remake to contain 3 paintings instead of 2. or make 1 new box for Lyon

Return to: Phillips Memorial Gallery, 1600 21st St. N.W., Washington D.C.

49.1784 Frau Lotte Franzos, oil on canvas Frame: 49 3/4 x 35 3/4 x 1 3/4"
49.1785 Courmayeur et Les Dents des Geants, o/c Frame: 43 x 59 x 2½"
49.1760 Lyon, oil on canvas Frame: ~~41 x 53½ x 2"~~ 50x63x5½"
Strip frame ~~to~~ has been removed. Return in original frame(measurements given)

~~BOX 13 Stored~~

~~Return to: The Art Institute of Chicago, Michigan Ave.at Adams St.,Chicago 3, Ill.~~

~~49.1771 Elbe Bridge, Dresden II, oil on canvas~~

BOX 14 ~~Stored~~

Return to: Mrs. Elizabeth Lotte Franzos, 2440 16th St.,N.W.,Apt. 316, Washington D.C.

49.1775 Sposalizio, oil on canvas

BOX 15 ~~Stored~~

Return to: The Detroit Institute of Arts, 5200 Woodward Ave.,Detroit 2, Michigan

49.1774 Elbe Bridge, Dresden I, oil on canvas

BOX 16. ~~Stored~~

Return to: The Portland Art Museum, S.W.Park at Madison, Portland, Oregon

49.1780 Paris, Jardin des Tuileries, oil on canvas