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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	58.3

Box No. **136**  
**LONDON** 368, 1/5/37 .19  
 (Exported from)  
**SOUTHAMPTON** 1/6/37 .10  
 (Owner or ultimate consignee)  
**THE MUSEUM OF MODERN ART**  
**11 WEST 53RD ST N Y C**  
 (Address)

*Model*  
 Entry No. **34263**  
 Impost No. *ed made*  
**THE MUSEUM OF MODERN ART**  
 In **BR S/S AQUITANIA**  
 On **1/14/37**

TARIFF PARA- GRAPH	STATISTICAL		TOTAL
	Quantity	U. S. Dollars	
<b>1809</b>			
		<b>L 50/ 0/ 0</b>	
		<b>AT 4.912375 \$245.62</b>	<b>246 FREE</b>
	<b>ESTIMATED DUTY</b>		
	<b>\$246. AT 20 0/0</b>	<b>\$49.20</b>	

*Exported  
 Amer Trade  
 4-23-37*

**BOX 136**  
 Signature **THE MUSEUM OF MODERN ART**  
 Per **ATTY**  
 Address **11 WEST 53RD ST N Y CITY**



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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	58.3

Under Band - 1809

Entry 737,803

SS Berengaria

2-4-37 ed. *with*

Architectural Photograph

Exported SS Amer Trades  
with entry 342,163 4-23-37

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The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	MoMA Exhs.	58.3

THE MUSEUM OF MODERN ART  
 11 WEST 57TH STREET  
 NEW YORK CITY

*Exports*  
*Mod. Eng. Architecture*  
*England Apr. 23*

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

342,163  
 739,803

April 15, 1937

NEW YORK 8/16/37

DELIVERABLE IN NEW YORK EXCHANGE

MR. MAXWELL FRY  
 171 VICTORIA ST  
 LONDON S.W. 1  
 ENGLAND

Inland Freight or Express to  
 Ocean Freight to  
 R/L Charge

CUSTOMS FORMALITIES AT LONDON & DELIVERY TO MR.  
 MAXWELL FRY'S

Mr. Flannegan  
 W. J. Byrnes & Co.  
 25 Broadway  
 New York City

Re. Entry 542165, S.S.  
 Aquitania, Jan. 14, 1937  
 Entry 737803, S.S. Berengaria,  
 Feb. 4, 1937

Dear Mr. Flannegan:

Customs Entry  
 When Withdrawn From  
 Notary Fees  
 Surety on Bonds

Will you please arrange to export the following on S.S.  
 American Trader on April 25:

Architectural Model (Entry 342165) 37.875  
 Architectural Photograph (Entry 737803) 37.899

Duty (Subject to Liquidation)

They should be consigned to the Express Travel & Transport Co., 59-60 Gracechurch St., London with instructions that they be delivered to Mr. Maxwell Fry, 171 Victoria St., S. W. 1, London, England.

Carriage

The Museum will pay all expenses and will maintain insurance on these items until they are delivered to the owner.

Facilities for Storage

They were entered under bond and will need to be inspected by Customs before we pack them. Will you please arrange for this inspection.

Submitting Invoices to Appraiser

Shall we mark the box with "E.T.T., London, #1"?

Forwarding and Services

Very truly yours,

Attendance at Appraisers Stores

Registrar

*Receipt sent to Mr. Fry*

*In Bond*

*4/23/37*

MAILED 6/23/37

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	58.3

THE MUSEUM OF MODERN ART  
14 WEST 49TH. STREET  
NEW YORK CITY

INVOICE No. 86187  
SHIPMENT No. EX/6905  
Shippers Order No. \_\_\_\_\_

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

PAYABLE IN NEW YORK EXCHANGE

NEW YORK. 8/16/37

Marks and Numbers

Inland Freight or Express to \_\_\_\_\_  
Ocean Freight to \_\_\_\_\_  
B/L Charge \_\_\_\_\_  
CUSTOMS FORMALITIES AT LONDON & DELIVERY TO MR.  
MAXWELL FRY'S DOMICILE.

\$ 10 00

MR. MAXWELL FRY  
171 VICTORIA ST  
LONDON S.W. 1  
ENGLAND  
#1

1 C/S ARCHITECTURAL MODEL & PHOTOGRAPH

Customs Entry \_\_\_\_\_  
Whse. Withdrawal For \_\_\_\_\_  
Notary Fees \_\_\_\_\_  
Surety on Bonds \_\_\_\_\_

Duty (Subject to Liquidation) }

Cartage \_\_\_\_\_

ENTRY NUMBER

Foreign Charges \_\_\_\_\_

Collection and Return Fee \_\_\_\_\_

Storage \_\_\_\_\_

Submitting Invoice to Appraiser \_\_\_\_\_

Forwarding and Services \_\_\_\_\_

Attendance at Appraisers Stores \_\_\_\_\_

STEAMER AMER. TRADER

TO SAIL  
SAILED  
ARRIVED

SAILED 4/23/37

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The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	MoMA Exhs.	58.3

THE MUSEUM OF MODERN ART  
11 WEST 53RD. STREET  
NEW YORK CITY

INVOICE No. 83487  
SHIPMENT No. EX/6905  
Shippers Order No. \_\_\_\_\_

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

PAYABLE IN NEW YORK EXCHANGE

NEW YORK, 4/22/37

Marks and Numbers

Inland Freight or Express to	LONDON 15 CU.FT 6" @ \$.50 PER. CU.FT	7	75
Ocean Freight to	& COMM. FORWARD. & CLEARANCE	5	00
B/L Charge	TRANSFER FROM YOUR PREMISES TO APPRAISERS STORES	1	50
	TRANSFER FROM APPRSISERS STORES TO STEAMER	1	50

MR. MAXWELL-FRY  
171 VICTORIA ST  
LONDON S W 1  
ENGLAND  
#1

Customs Entry	FOR EXPORT & BOND CANCELLATION	5	00
Whse. Withdrawal For			
Notary Fees	NOT INSURED BY US.	\$ 20	75
Surety on Bonds	BILL FOR CHARGES TO CONSIGNEES DOMICILE WILL FOLLOW LATER		

Duty (Subject to Liquidation)

I CASE ARCHITECTURAL MODEL & PHOTOGRAPH

Cartage

ENTRY NUMBER

Foreign Charges

Collection and Return Fee

Storage

Forwarding and Services

STEAMER AMER. TRADER TO SAIL 4/23/37  
SAILED ARRIVED

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The Museum of Modern Art Archives, NY	Collection:	Series Folder:
	MOMA Exhs.	58.3

**W. I. BYRNES & CO. of NEW YORK, Inc.**

25 BROADWAY  
NEW YORK CITY  
U. S. A.

Messrs. EXPRESS TRAVEL & TRANSPORT CO.

59/60 GRACECHURCH STREET  
LONDON E.C.3 ENGLAND.

Waybill No. 2555

New York, 4/22/37 19

OFFICES AT  
SEATTLE, WASHINGTON  
SAN PEDRO, CAL.  
SAN FRANCISCO, CAL.  
LOS ANGELES, CAL.

Shipped per Steamer **AMER. TRADER** Sailed 4/23/37 For LONDON Consigned to YOUR ORDER

OUR REFERENCE	Marks and Numbers	Packages	CONTENTS	WEIGHT IN POUNDS	CONSIGNEE (to whom to be delivered)	ADDRESS	Charges to be collected	REMARKS
6905	MR. MAXWELL FRY 171 VICTORIA ST LONDON S.W. 1 ENGLAND #1	1 CASE	ARCHITECTURAL MODEL & PHOTOGRAPH.		MR. MAXWELL FRY	171 VICTORIA ST. LONDON S.W. 1 ENGLAND #1		THESE ARE RETURNED ENGLISH GOODS, HAVING BEEN SENT HERE PER. S.S. AQUITANIA 1/6/37 AND S.S. BERENGARIA 1/28/37 FROM SOUTHAMPTON. THEY HAVE BEEN ON EXHIBITION AT THE MUSEUM OF MODERN ART, IN NEW YORK CITY, AND ARE NOW SENT BACK. STEPS SHOULD BE TAKEN TO HAVE THEM CLEARED FREE OF ALL DUTIES INTO ENGLAND, AND DELIVERY TO MR. MAXWELL FRY'S DOMICILE IS TO BE EFFECTED, AND YOUR BILL FOR HANDLING TO COME TO US AT YOUR EARLIEST CONVENIENCE.
			SHIPPER- MUSEUM OF MODERN ART. NEW YORK CITY. INSURANCE COVERED BY SHIPPERS.		1ST. MAIL ENCLOSURES S.S. ILE DE FRANCE 4/24/37 2 ORIGINAL OCEAN B/L 2ND. MAIL ENCLOSURES S.S. AMER. TRADER 4/23/37 1 ORIGINAL OCEAN B/L	ENCLOSURES TO MUSEUM OF MODERN ART N.Y.C. (ATT. MISS D.H. DUDLAY) 1 COPY OCEAN B/L OUR INVOICE. TO YOUR DEBIT.		

BILL FOR CHARGES LONDON TO DOMICILE WILL COME TO YOU AT A LATER DATE.





RECEIVED, in apparent good order and condition from



to be transported by the Ship... to the port of LONDON, including liberty to call at PLYMOUTH... and

being marked and numbered as per margin, shipper's weight (quality, quantity, gauge, weight, contents and value unknown), and to be delivered in like good order and condition at the port of LONDON (or such other port or place as is provided hereunder) or as near thereto as she may safely get, unto order of

Any unpaid freight, primage or charges shall be paid in full against delivery of the goods, in the currency of the country of the port of discharge converted at the current rate of exchange there on the day of the vessel's entry and the carrier shall have a lien on the goods therefor.

- 1. IT IS MUTUALLY AGREED that the vessel shall have liberty to sail with or without pilots; to tow and assist vessels in distress; to deviate for the purpose of saving life or property; that the carrier shall have liberty to convey goods in lighters and/or in other vessels, at the risk of the owners of the goods; and in case the vessel shall put into a port of refuge, or be prevented from proceeding in the ordinary course of her voyage to tranship the goods to their destination by any other vessel. Also that the carrier is at liberty at any time and place before or after sailing or at any other place to stop, to discharge, to load, to stow, to trim, to lash, to secure, to lash, to secure, with the whole or any part of the cargo shipped hereunder on board, and such docking shall not be deemed a deviation.
2. The carrier shall not be liable as carrier or otherwise for loss or damage occasioned by perils of the sea or other waters, by fire from any cause or whatsoever occurring, by theft or pilferage, by barratry of the master or crew, or by act of God; by enemies, pirates or robbers; by arrest or restraint of princes, rulers or people, strikes, or stoppage of labor; by explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery, or apparatus, or unseaworthiness of the vessel, whether existing at time of shipment or at the beginning of the voyage, provided the owners have exercised due diligence to make the vessel seaworthy; by heating, frost, decay, putrefaction, rust, sweat, change of character, leakage, by stowage or contact with or by smell, evaporation, hazards or contraband, by breakage, vermin, or by explosion of any of the goods, whether shipped with or without disclosure of their nature, or for any loss or damage arising from the nature of the goods or from the insufficiency of the packages; nor for loss or damage, nor for the obliteration, errors, insufficiency, or absence of marks, numbers, address, or description; nor for risk of draft, hulk or transshipment; nor for any loss or damage caused by prolongation of the voyage; nor shall the carrier be considered as to correctness of statements herein of quality, quantity, gauge, contents, weight and value.
3. General Average shall be adjusted and payable according to the 1924 York-Antwerp Rules 1 to 15 and 17 to 22, inclusive, and as to matters not therein specifically provided for, according to the laws and usages at the port of New York, or at the carrier's option, the port of discharge. 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 consequences of which, the carrier is not responsible, by statute or contract or otherwise, the consignees or owners of the cargo 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 cargo, in case of salvage services rendered to the cargo during the voyage by a ship of the same line such salvage services shall be paid for as fully as if such salvaging 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 special charges thereon shall, if required, be paid to the consignees or owners of the cargo, and the carrier's liability in respect of such effects, if any, shall not contribute in General Average, but claims for passengers' effects sacrificed shall be allowed in General Average, shall have their proper contribution.
4. The shipment is subject to all the terms and provisions of the Act of Congress of the United States, approved February 13, 1893, entitled "An Act Relating to the Navigation of Vessels," etc., and of Sections 4282 to 4287, inclusive, of the United States Revised Statutes. The carrier shall not be liable for gold or other precious metals, precious stones, bills, notes, securities, documents, pictures, glass, china, silk, furs, furs, furs or any of the articles enumerated in Section 4281 of the United States Revised Statutes, except in accordance with such Statute, and unless written notice of the character and value thereof at the time of loading has been given and entry thereof made on the bill of lading.
5. It is also mutually agreed that the carrier has offered the shipper a choice of freight rates on this shipment, the lower rate applying if the shipment is made at the limit of value specified in this paragraph and the higher rate applying if the shipment is made at a higher limit of value declared by the shipper and inserted in this bill of lading, the value of the goods does not exceed per cubic foot nor \$50 per cwt. nor \$150 per package, nor the invoice value, whichever is least, at which the limit of value the shipper elects to ship for the purpose of securing said lower rate, which has been adjusted on the basis of said limit of value, and that in computing any liability whatsoever of the carrier the value shall be taken as the invoice value, or as the value of the goods as declared in this bill of lading, whichever is less than invoice value, whichever is least (or if a higher valuation is declared as aforesaid, then not exceeding such declared valuation) and any liability for partial loss or damage shall be computed pro rata on the foregoing basis.
6. ALSO that the carrier shall be liable for loss or damage to vessel, cargo, lighter, wharf, or other property, whether owned by the ship owner and/or carrier or not, caused by inflammable, explosive, or dangerous goods shipped, without full disclosure of their nature, whether such shipper be principal or agent; and such goods may be thrown overboard or destroyed at any time without compensation, extra charges, if any, for discharging, lighterage, or other expenses on dangerous goods, declared or considered as such by civil or military authorities, and the carrier, must be borne by shippers and/or consignees.
7. ALSO that bills of lading must be made out in accordance with the prescriptions and regulations of Port Customs, or Consular authorities, Consular, Board of Health, or other certifying authorities, and the goods are to be procured by shippers, and any detention, charges, or penalties, occurring to steamer or cargo, owing to the want of such certificates, bills of lading, or other documents, shall be borne by the shippers, and the carrier will not be responsible for delay in the delivery of goods not plainly marked with the port of destination.
8. ALSO, in the case of the entry of the port of discharge or communication therewith, rendering or being liable to render the vessel liable to quarantine at any subsequent port, or in case of the master or carriers considering the entry of any port, either on account of epidemic, or infectious disease, or for the purpose of the vessel's intended voyage, the goods may be landed or put into lazaretto, hulk, lighter, or other vessel at any other available port the master or carriers may consider safe, at cargo owner's risk and expense, and thereupon the liability of the vessel or carrier hereunder shall absolutely cease. In the event of quarantine, the goods may be discharged on arrival into quarantine, depot, hulk, lighter or other vessel necessary for the ship's despatch, at the cargo owner's risk and expense, or the master may carry on the goods to the nearest convenient port and there land them. Advice mailed to consignees, if named, shall be given by the carrier as soon as practicable.
9. ALSO, that if weather, earthquake, epidemic, interdict, embargo, prohibition of importation, war, riots, strikes, lockouts, congestion in ports or at docks, stoppages of labor from any cause whatsoever (whether of the carrier's employees or others), or other causes, or any other cause beyond the control of the carrier's vessel, shall make it unsafe to proceed to or enter or remain at the port of discharge or make it likely that the vessel will be detained or the discharge of her cargo or part thereof be delayed beyond a reasonable time, which in no event shall be deemed to exceed such time as will be necessary to make her next scheduled sailing, the vessel shall be at liberty to remain at the cargo or part thereof on board and, as may be decided by the master or carriers, either to proceed to another port and there tranship and land and forward the cargo or to continue the voyage or to proceed on another voyage and discharge the cargo upon the nearest available return of the vessel to the port of discharge, and if the vessel shall proceed as aforesaid the goods shall remain subject to the exceptions and conditions of this bill of lading and the voyage for which this bill of lading has been issued shall be deemed extended until the goods shall have been delivered at the port of destination. If the vessel proceeds to another port and there transships or lands and forwards the goods to the port of destination, the expenses of transshipping or landing and forwarding the goods shall be borne half by the carrier and half by the owner or consignee of the goods.

- 10. ALSO, that the steamer and carrier shall have a lien on the goods and the right to sell the same by public auction or otherwise, for all freights, primages, and charges (including additional freight payable on corrected weight or measurement) and for all fines or damages which the steamer or cargo may incur or suffer by reason of the illegal, incorrect, or erroneous marking, numbering, or addressing of packages, or descriptions of their contents, and also for payments made and liabilities incurred in respect of charges, expenditures, damages, costs, and expenses (including the costs and expenses of exercising such lien and of such sale), and for the interest (if any) payable thereon, which under the provisions of this bill of lading are to be borne and paid by the shipper, consignee and/or owner of the goods.
11. ALSO, that the vessel may commence discharging immediately on arrival, without notice, and discharge continuously, any custom of the port to the contrary notwithstanding, the collector of the port being hereby authorized to grant a general order for discharge immediately on arrival; and if the goods be not taken from the vessel by the consignees directly they come to land in discharging the vessel; the master or vessel's agent to be at liberty to enter and land the goods, or put them into craft or store at the cargo owner's risk and expense, when the goods shall be deemed delivered and vessel's responsibility ended.
12. ALSO, that merchandise on wharf or lighter awaiting shipment or delivery is at cargo owner's risk of loss or damage not happening through the fault or negligence of the carrier, master, agent, or manager of the vessel; any local customs or privileges to the contrary notwithstanding.
13. ALSO, that master portage is to be performed by the consignee of the vessel, and the expense thereof to be paid by the receivers or consignees of the cargo. All tonnage and shed dues, if any, are payable by consignees.
14. ALSO, that this bill of lading, duly endorsed, be given up to the vessel's agent in exchange for a delivery order.
15. ALSO, that 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, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in this bill of lading. The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection. In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless such notice is brought within one year after the delivery of the goods or, in the case of any actual or apprehended loss or damage, the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.
16. ALSO, that if on a sale of the goods at destination for freight, primage and charges, or other dues, costs, charges or expenses payable under any clause of this bill of lading and interest, the proceeds are insufficient, the carrier shall be entitled to recover the difference from the shipper.
17. ALSO, in case of any loss or damage for which the carrier shall be liable, the carrier shall to the extent of such liability be entitled to subrogate to the claim for loss or damage of the insured party, and any insurance that may have been effected upon the goods or against said loss or damage and as well also any payment or proceeds that may be received by underwriters although repayable only out of recovery against the carrier notwithstanding the underwriters were not obligated to make such payment of loss.
18. ALSO, that unclaimed goods not otherwise accounted for shall at carrier's option, be apportioned to the different consignees of like goods, according to the shortages, and be accepted as good delivery to the extent thereof, and if any consignee has a shortage in marks or numbers as herein unclaimed goods or other goods of like different marks or numbers shall, at carrier's option, be deemed to constitute a part of the goods and be accepted by consignees and/or consignees as good delivery hereunder.
19. ALSO, that nothing herein contained shall deprive the carrier of the right to claim the benefit of any British, American or other statutory exemption from or limitation of liability.
20. ALSO, that notwithstanding that weight or measurement may be shown in the margin, or that this bill of lading may be marked prepaid or freight payable at New York, freight is payable on gross intake or gross delivered weight or measurement, whichever the carrier's option, and the carrier has the privilege of reweighing or remeasuring any goods, and in case of additional weight or measurement, however certain, freight on such additional weight or measurement, together with any reweighing or remeasuring expenses, shall be paid by shipper, consignee and/or owner and shall be a lien on the goods.
21. ALSO, that full freight is payable on damaged or unsound goods; but no freight is due on any increase in bulk or weight caused by the absorption of water during the voyage.
22. ALSO, freight agreed to be prepaid or expressed to be payable in New York is fully and irrevocably earned upon receipt of the goods for shipment and, if prepaid, shall not be refunded in whole or in part and if not actually prepaid, shall be payable in full, vessel lost or not lost and whether or not the goods have been loaded or the voyage begun and in any circumstances whatsoever.
23. ALSO, that for different consignees collected or made up in single packages addressed to one consignee pay full freight on each parcel.
24. ALSO, if any bagged or baled goods are landed slack or torn, the consignee shall accept a proportionate part of the shortage, and the shipper shall be liable to claim for loss or damage of the remainder.
25. ALSO, that single packages exceeding one ton in weight shall be liable to pay extra charges, if any, for loading, handling, transshipping or discharging; and in case of any damage or loss resulting to the vessel, cargo, lighters, cranes or equipment, the shipper shall be liable to pay the cost of repairs, and the shipper and/or consignees of such cargo shall be responsible for such loss or damage.
26. ALSO, that for metal in slabs, bars, ingots, rods, hoops, plates, etc., or any other article not properly packed but shipped loose or in bundles, the carrier is not responsible for loss through breakage nor for the respective marks and/or weight and/or measurement, nor for loss of broken pieces.
27. ALSO, that the carrier shall not be liable for splits, dog holes, shakes, stains or breakages to lumber or logs.
28. REFRIGERATOR CLAUSE.—The carrier does not undertake to carry any goods or articles in refrigerated or specially cooled or ventilated compartments, and shall not be liable for any loss or damage for failure so to do, unless such carriage is expressly stipulated for herein. Goods or articles carried in any such compartments are at the sole risk of the owner thereof, and the carrier's responsibility is limited to his carrier's liability and other provisions of this bill of lading. And further, the carrier shall not be liable for any loss or damage occasioned by the temperature, risks of refrigeration, accidents to or explosion, breakage, derangement or failure of any refrigerator or part thereof unless shown to have been caused by the negligence of the carrier for which the carrier is not exempt under the provisions of the Harter Act or the Canadian Water Carriage of Goods Act.
29. ALSO, that where grain is stowed together with other grain without separation, either from the same or another species, each bill of lading shall bear its proportion of loss and/or damage, if any.
30. ALSO, that on shipments of bulk grain the following clause applies: "Tilbury Docks or other places belowarking excluded but subject to the London Corn Trade Association's Agreement dated Tenth February 1914 the provisions whereof are intended to be incorporated herewith for the benefit of the Shipowners and Consignees."

LONDON CLAUSE (A).—The ship-owners 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 ship-owner, and at the option of the ship-owner, to collect for landing at the dock, as on goods entered for delivery to lighters, barge, or other craft, or to land the goods 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 ship-owner, and at the option of the ship-owner, to collect for landing at the dock, as on goods entered for delivery to lighters, barge, or other craft, or to land the goods 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 ship-owner, and at the option of the ship-owner, to collect for 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