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THE CUNARD STEAM-SHIP COMPANY LIMITED

25 BROADWAY
NEW YORK 4, N. Y.

CUNARD BLDG. PIERHEAD
LIVERPOOL 3, ENGLAND

88 LEADENHALL ST.
LONDON, E. C. 3, ENGLAND
[[/preprinted letterhead]]

Received by THE CUNARD STEAM-SHIP COMPANY LIMITED hereinafter called the Carrier, from the Shipper herein named, the goods or packages said to contain goods herein 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 in all stages and conditions of water and weather, and there to be delivered or transhipped 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 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 constructed for shall include usual or customary or advertised ports of call whether named in this contract or not, also port 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 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 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 be towed, and save or attempt to save life or property; and all of the foregoing are included in the contact 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 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 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, 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 order 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 any department thereof, or by any committee or person having, under the terms of 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 of value. Single pieces of 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 of 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 of 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 no stowed shall be deemed for all purposed 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 and 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 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.

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 to a collision or contact.

10. General average shall be adjusted and payable according to York-Antwerp Rules of 1950 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 the 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 issue 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 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 risks 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

the 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 of 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, 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 or 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 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 forces 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, counter-claim 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 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 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 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. The description of the condition of cotton does not relate to insufficiency of or the torn condition of the covering, nor to any damage resulting therefrom; carrier shall not be responsible for any damage of such nature.

18. With respect to shipment of cotton, covered by custody bills of lading, substitution of another vessel of different ownership is only permissible in case the named vessel is lost, or in case of accident, or other unforeseen event of force majeure.

19. 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 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 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. The words "customary freight unit" mean the unit in which the cargo is shipped and not the unit employed in calculating the freight charge. 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.

20. 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 describe 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.

21. All agreement of 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.

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 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 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: Following wooden goods in packages; clothes-pegs, handles, blind rollers, hubs, spokes, wheels and oars, 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, 1/3 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. 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-owners or agents may land or discharge continuously day and/or night, any grain landed or discharge 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 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 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 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. In case the grain shipped under this Bill of Lading forms part of a larger bulk, each bill or 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, 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 or working continuously by day and/or night, and consignees to pay 1/3d. per ton weight or measurement at consignee's risk and expense.

(D) REFRIGERATOR CARGO: - Goods may be discharged immediately on arrival at dock, quay, river wharf or other wharf of landing place selected by the Shipowners, who shall have the option or 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 portorage 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.

(Terms and Condition of Contract of Carriage are continued on the reverse side of this page.)

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Attention of shippers is especially directed to 18 U.S. Code 832-835, 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, 19[?] 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. [[preprinted in left margin]]

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Archives of American Art

The mission of the Smithsonian is the increase and diffusion of knowledge - shaping the future by preserving our heritage, discovering new knowledge, and sharing our resources with the world. Founded in 1846, the Smithsonian is the world's largest museum and research complex, consisting of 19 museums and galleries, the National Zoological Park, and nine research facilities. Become an active part of our mission through the Transcription Center. Together, we are discovering secrets hidden deep inside our collections that illuminate our history and our world.

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