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*Archives of American Art*

## **Jacques Seligmann & Co. records, General Correspondence: Hackenbroch, Z. M., 1924-1927**

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Received at PORT (A), named overpage, by the UNITED AMERICAN LINES, Incorporated, as Agents for the Owners of the vessel named overpage (the term Carrier hereinafter used being intended to include such vessel or any substitute or continuing carrier) from the Shipper named overpage, the packages described overpage (hereinafter called the Goods, the Carrier's responsibility in respect of description thereof being limited as hereinafter provided), in apparent good order and condition; TO BE TRANSPORTED by vessel named overpage or, failing shipment by said vessel, in and upon a following vessel or vessels (the term vessel hereinafter used being intended to include vessel named overpage and any substitute or continuing vessel) to the port (B) named overpage or as near thereto as the vessel can safely get or, if consigned beyond port, "B," to the destination named overpage, and there delivered in like good order and condition, in manner as hereinafter provided, upon payment of any unpaid freight and other sums payable by Shipper, Consignee and/or Assigns here under, to the Consignee named overpage, or Order if so provided, subject always to the

TERMS OF THIS CONTRACT BILL OF LADING WHICH ARE HEREBY MUTUALLY AGREED UPON AS FOLLOWS:

1. The freight is adjusted in consideration of all the terms and provisions of this contract whether written, printed or stamped.
2. All particulars herein mentioned of the Goods, except only the number of packages with the marks thereon, are those declared by the shipper, and the same (including anything as to size, weight, value, quality, quantity or condition of contents or the like implied by the character of packages designated) are unknown to the Carrier and shall not constitute, as against the Carrier, any part of the Carrier's description of the Goods as hereby received for, but shall be deemed only representations of the shipper.
3. Freight and advance charges as indicated on the back, if prepaid or intended to be prepaid, shall be deemed fully and irrevocably earned upon receipt of the Goods by the Carrier, prepaid, shall be deemed fully and irrevocably earned upon receipt of the Goods by the Carrier, vessel or Goods lost or not lost, even though voyage is not begun or Goods not loaded. All freight and charges due to the Carrier shall be paid in United States currency, New York funds. If payable at destination payment shall be made at the current rate of New York funds. If payable at destination payment shall be made at the current rate of exchange for United States gold on the day of vessel's entry in the Custom House, unless otherwise provided herein. The Carrier shall have a lien on all Goods on which freight and charges are due but unpaid and though prepayment may be acknowledged herein, the shipper, consignee and owner of the Goods shall be jointly and severally liable for such freight and charges until actually paid to the Carrier. Full freight and charges shall be due to the Carrier on containers, whether part full or empty, on damaged or unsound Goods, but the additional freight shall accrue on any increase in weight or bulk of Goods occurring through absorption of water during the voyage. In the event of the Carrier being unable to collect all freight and charges due at destination occasioned by the unclaiming or abandoning of the Goods by consignees, the Carrier shall have the option of selling the Goods at auction and the shipper shall be liable for any deficit, should the net proceeds of the sale be insufficient to cover the Carrier's freight and charges. Any surplus from the net



proceeds for the sale after deducting the Carrier's freight and charges to be paid in exchange for the bills of lading properly endorsed. Freight and charges subject to correction. If weight or other information for freight purposes has been incorrectly given by shipper the expenses incurred, if any, to ascertain the actual weight, etc., shall become an additional charge on the Goods and shall be payable by shipper, consignee and/or assigns.

4. The Carrier may substitute another vessel or vessels or tranship the whole or any part of the Goods by any other vessel, whether operated by the Carrier or by others at the part of the Goods by any other vessel, whether operated by the Carrier or by others at the original port of shipment, or at any other place or places, and may forward the Goods by other original port of shipment, or at any other place or places, and may forward the Goods by other means when necessary, but shall be under no obligation to do so. The vessel with the Goods on board, either before or after proceeding toward the port of discharge may remain in port, proceed by any route and deviate from or change the advertised and intended route at any stage of the voyage and may proceed to and stay at any place whatsoever, although in a contrary direction to or outside of or beyond the usual route to the said port of discharge, once or oftener, in any order, backwards or forwards, for loading and/or discharging cargo, fuel, stores or passengers, and/or for any purpose whatsoever that in the opinion of the Carrier or master may seem advisable, and although pertaining to another voyage. This liberty is not to be considered or restricted by any words of this contract whether written, stamped or printed. The vessel may adjust compasses [[compasses]], dock and go on ways with or without cargo on board, before or after commencing the voyage and may sail without pilots, two and assist vessels in all situations and deviate for the purpose of saving life or property.

5. In case the voyage is broken up so far delayed or interrupted as to make it reasonable so to do, the Carrier may forward the Goods to or toward the port of destination reasonable to do so, the Carrier may forward the Goods to or toward the port of destination named overpage by another vessel or conveyance (either of the Carrier or of another), for which an additional freight shall be paid, or may store the same at the nearest practicable place; all at the risk and expense of the Goods, their shipper, owner, and/or consignee. Such forwarding or storage shall constitute a valid delivery under this contract, terminating all responsibility of the Carrier shall retain a lien on the Goods for all proper charges and expenses. If salvage services be rendered to the Goods by the Carrier they shall be paid as fully as if rendered by strangers.

6. The carrier shall not be liable for loss, damage, delay, or default occurring from any of the following causes: Acts of God; restraints of princes, rulers, and people; barratry of master or crew; enemies; pirates; robbers of thieves, whether within or without the ship and whether or not employed by the Carrier; war; hostilities; riots; civil commotions; strikes; lock-outs; stoppage or disturbances of labor; pestilence; epidemics; perils of the sea and other waters; fire, wheresoever occurring and means used to extinguish the same; explosion, wheresoever occurring, including explosion of any of the other cargo; floating mines; bursting of boilers; breakage of shafts; accidents to machinery; collision; jettison; stranding; delay; detention; prolongation of voyage; accidents of or damage incident to navigation, transportation, or storage of whatsoever kind and wheresoever occurring; risk of craft, hulk, or transshipment; latent or other defect in hull, machinery, or appurtenances of vessel or any craft or unseaworthiness thereof, although existing at the time of shipment or at beginning of voyage if not discoverable by due diligence; floods; effects of climate; heat; cold; ice; wetting by sea water, rain, or otherwise; sweat; decay; rust; stains; ferment; drainage; leakage; breakage; shrinkage; loss of weight or contents; evaporation; inherent

defect, quality, or vice of the Goods; vermin; rat damage; land damage; falling or destruction of wharf, shed, or warehouse; condition or insufficiency of packages or wrappers, or injury to or soiling of same; obliteration, absence, or insufficiency of marks, numbers, address, or description; stowage or contact with, or smell, leakage, or taint from, or any accident to, any other Cargo (the vessel being privileged to carry any lawful merchandise, whether hazardous or contraband or not, including live stock as cargo or otherwise, on or under deck); seizure under legal process; any act, omission of the shipper, owner, or consignee of the Goods or their representatives; saving or attempting to save life or property at sea or any deviation in rendering such service; any cause (whether or not of the kinds above enumerated) beyond the Carrier's reasonable control.

7. General Average shall be payable in accordance with York-Antwerp Rules 1890 and at Carrier's option as to matters not therein provided for in accordance with the laws and customs of the port of New York. All General Average statements shall be prepared at the vessel's final port of discharge or elsewhere at the Carrier's option. If the Carrier shall have exercised due diligence to make the vessel in all respects seaworthy and to have her properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from fault or error in navigation or in the management of the vessel, or from any latent or other defect in the vessel, or machinery, or appurtenances, or from unseaworthiness, although existing at the time of shipment or at the beginning of the voyage (provided the defect or unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees, or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect to the cargo, and 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 for the common benefit or to relieve the adventure from any common peril.

8. This shipment is subject to all the exemptions and limitations from liability contained in the act of Congress of the United States approved on the 13th day of February, 1893, and entitled "An Act Relating to the Navigation of Vessels, etc.," even though the vessel be not transporting property to or from any port in the United States. In the event of shipment being made from a Canadian port the shipment is subject to all the terms and provisions of and all exemptions from liability contained in the Water Carriage Goods Act, 1910.

9. The Carrier shall not be liable for any articles enumerated in Section 4281 of the United States Revised Statutes, except in accordance therewith and after written notice of the true character and value of such Goods, given at the time of loading and increased freight paid.

10. Unless a higher value be declared in the dock receipt at time of shipment and stated herein, the value of the Goods does not exceed \$8.00 per cubic foot, and in no event does it exceed \$100.00 per package. The freight thereon has been adjusted on such valuation, and no oral declaration or agreement shall be evidence of a different valuation. In computing any liability of the Carrier in respect of the Goods no value shall be placed thereon higher than the invoice cost (including prepaid freight hereunder) not exceeding \$8.00 per cubic foot, nor in any event \$100.00 per package (or such other valuation as may be stated herein), nor shall the carrier be held liable for any profits or increase of price or value over such cost not exceeding such value, nor for any special or consequential damage and the Carrier shall have always the option of replacing any lost or damaged Goods. In case of partial loss or damage, the Carrier shall not be liable for more than such proportion of the same as \$100.00, or the value declared bears to the actual value.

11. The Carrier shall not be liable for any loss, shortage of or damage to

Goods, unless notice of claim therefor be presented in writing to the Carrier or to the master or agent of the vessel before removal of the Goods. No suit or proceeding to recover for or upon any claim or demand shall be maintained against the Carrier or Vessel or Owners thereof, unless commenced within six months after the delivery of the Goods to the Carrier, and the lapse of such period shall be deemed a complete bar to recover in any such suit or proceeding not sooner commenced, notwithstanding the Carrier may be a non-resident or a Foreign Corporation. Nothing shall be deemed a waiver of the provisions of this article except a written express waiver signed by the Carrier.

12. The Carrier shall not be liable for pilferage or any other risk of Goods not caused through Carrier's negligence, capable of being insured against loss or damage.

13. If, either with or without proceeding to or while at the port of discharge, the master or vessel's agent shall reasonably conclude that, because of conditions, actual or reported, of sea, weather, disease, quarantine, war, hostilities, blockades, regulation of any government, civil commotion, stoppage or disturbance of labor, congestion of wharves, lack of discharging facilities, or other conditions of any kind not due to the Carrier's fault, it is or will be unsafe or impracticable to proceed to the said port or discharge the Goods there, or that the vessel is likely to be unreasonably detained there, then the master may, according to his judgment, retain the Goods on board for delivery on return to the said port or may either (1) store the Goods ashore or on lighters or craft at the port or place where the vessel then is or at the nearest practicable place, or (2) store the Goods ashore or on lighters or craft at the port of destination or the nearest practicable place thereto, or at the port nearest thereto to which the vessel is bound, or (3) forward the Goods from any place and by any route to or toward the port of destination by such Carrier or conveyance as may be advisable; all at the risk and expense of the Goods, their shipper, owner and consignee. Such disposition of the Goods shall constitute a final delivery thereof, terminating all responsibility of the Carrier, provided that proper notice of such disposition be despatched to shipper or consignee; but the Carrier shall retain a lien on the Goods for all proper charges and expenses.

14. The vessel may commence discharging immediately on arrival in the roadstead, harbor, bay, river or at quay 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 consignee directly they come to hand in discharging the vessel, the master or vessel's agent shall be at liberty to enter and land the Goods, or put them into craft or store at the owner's risk and expense, when the Goods shall be deemed delivered and the vessel's responsibility ended, upon dispatch of reasonable notice to the shipper or consignee; but the vessel and Carrier shall have a lien on such Goods until the payment of all costs and charges so incurred.

15. Goods on wharf, craft, or lighters awaiting shipment or delivery shall be at risk of their shippers, owners and consignees as regards loss or damage not due to the Carrier's fault. The Carrier may convey the Goods to or from the Vessel in craft, lighter, carts, or other conveyances at the risk and expense of the Goods.

16. The shipper shall be liable for any loss, expense, damage, or delay of or to Carrier, vessel, cargo, lighter, or wharf caused by inflammable, explosive, noxious, or dangerous goods shipped without full disclosure in writing of their nature prior to loading and entry thereof on this bill of lading, whether such shipper be principal or agent and whether or not he be aware of their nature. Such goods may be destroyed by the Carrier at any time without compensating the owner of the goods.

17. In case of a single article or packages exceeding two tons in weight the true weight thereof shall be declared at time of delivery to the

Carrier; in case the weight declared is incorrect and in consequence of reliance thereon any loss or damage arises, either to the article or package, or to the Carrier or to others, or any increased charges or expenses are incurred by the Carrier in handling or caring for any such article or package, the same shall be borne and paid solely by the shipper, consignee and/or assigns.

18. All export or import licenses and all consular, board of health, or other certificates or documents required by the authorities of any country in connection with the carriage of the Goods must be furnished by the shipper; and shipper, owner, and consignee shall be liable for any penalties, loss of time, or damage sustained by vessel or cargo by reason of the absence, delay, or incorrectness of such licenses, certificates, or documents, and the Goods shall be subject to a lien therefor. Bills of lading must be made out in accordance with the regulations of port, customs, and consular authorities.

19. In addition to the liens hereinbefore provided, the Carrier shall have a lien on the Goods for all expenses, fines, liabilities, and damages which the Carrier, vessel, or cargo may suffer through illegal, incorrect or insufficient marking, numbering, or addressing of Goods or description of contents; or through any illegal or improper act of shipper, owner, or consignee; as well as for all other sums due from shipper, owner, consignee, or Goods to the Carrier. All liens to which the Carrier is entitled by law, or under this bill of lading shall be liable for the amount thereof.

20. If the Carrier entrusts the Goods to any other carrier, warehouseman, lighterman, forwarder, or conveyance to be forwarded to any place at which the vessel does not call (which the Carrier is hereby authorized to do), such other carrier, et al., shall be regarded as exclusively the agent of the shipper, owner, and/or consignee of the Goods and shall alone be responsible; and the Carrier shall not in any event be liable for any act or default of such other carrier, et al.; and storage, forwarding, or carriage by such other carrier, et al., and shall be at the expense of the Goods and subject to the provisions of the contract customarily used by such other carrier, et al., and delivery to such other carrier, et al., shall constitute a final delivery under this contract, terminating the liability of the Carrier.

21. In the event of war or hostilities existing or threatened, the Goods shall at all times be at the sole risk of the owners thereof of arrest, restraint, capture, seizure, detention or interference of any sort by any power; and the Carrier and its representatives are privileged in their absolute discretion, if deemed advisable for the protection of the vessel or of any cargo or to avoid loss, damage, delay, expense, danger, either with or without proceeding to or toward the port of discharge or entering or attempting to enter or discharge the Goods there, and whether such entry or discharge be permitted or not, to proceed to or remain at any other port to ports, including the port of shipment, once or oftener in any order or rotation, retaining the Goods on board or discharging the same at risk and expense of the owners thereof at such port to ports at the first or any subsequent call, and full freight and all other charges shall be paid by shipper, consignee, and/or owner, and the Goods shall be subject to a lien therefor. Upon such discharge, notice thereof shall be mailed to the consignee, if named, also to shipper and upon mailing of such notice the Goods shall be deemed fully and finally delivered and the carrier discharged of all liability in respect thereto, but shall retain a lien until payment for all costs, charges and expenses incurred. The vessel shall also have a liberty to proceed via any route to destination and to deviate in the course of the voyage or to remain in port as master may deem best. If the vessel is covered by war risk insurance conducted under Government auspices, she may comply with any directions as to departure, arrival, route, ports of call, stoppages, or otherwise given by any person, agency, or organization

having the right, under the forms of such war risk insurance, to give such directions; and so doing shall not constitute a deviation.

22. The Carrier shall not be responsible on shipments of lumber, logs, staves, laths, etc., for number of pieces in bundles, or broken bundles, nor for splits, cracks, flaws or discolorations. 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 the loss of broken pieces.

23. The cost of mending, repairing, or replacing receptacles or packages containing the Goods shall be payable by shipper, owner, and consignee, and shall be a lien on the Goods. The Carrier may apportion sweepings and unclaimed Goods to consignees of like Goods pro rata and they shall be accepted as good delivery. In case bulk shipment of similar Goods under different bills of lading are stowed without separation, each bill of lading shall bear its proportion of loss or damage if any.

24. Goods carried on deck shall be at the risk of the shippers, owners, and consignees thereof.

25. 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.

26. For Goods shipped in the refrigerating compartment of the Carrier shall in no case be responsible for any loss or damage to the Goods named herein, or in any wise relating thereto, whether such loss or damage arises from defects or insufficiency either before or after shipment in the hull of the said vessel, or in her machinery or boilers, or any part of the refrigerating apparatus or in any material, or the supply or use thereof, used in the process of refrigeration, and whether such loss or damage be caused by negligence, default or error in judgment of any of the servants of the Carrier or persons for whom the Carrier is responsible.

27. The Carrier has liberty to discharge all, or part of the Goods in any part of the river Elbe, and to forward such Goods in lighters or other craft to the port of Hamburg at shipper's risk, but vessel's expense.

28. In case the vessel is prevented by ice from reaching Hamburg, the Carrier has the privilege of discharging and storing the Goods at Cuxhaven or Gluckstadt, there remaining at the risk and expense of the Goods until forwarded by lighter or other craft to Hamburg or at Carrier's option, by rail. Such forwarding to be at Carrier's expense, but at the risk of the Goods.

29. Goods destined for points beyond (Port "B") Hamburg are subject to all conditions, stipulations and exceptions expressed in the customary form of Bill of Lading, in use at the time of shipment by Carrier or Carriers completing the transit. Upon delivery of the Goods from the ship's tackle at Hamburg the Carrier's responsibilities as such cease and become those of a forwarding agent acting without compensation and solely for the owner of the Goods. The through freight is charged in respect of and includes only the ordinary expenses of transit to the destination named. In event of the usual means of conveyance from Hamburg to the place of destination and the delivery of the Goods thereat being delayed, impeded, interrupted or suspended, by ice, disease, quarantine, war, hostilities, blockage, edict or regulations of any government, civil commotion, stoppage or disturbance of labor, congestion of wharves, lack of discharging facilities or other conditions beyond the Carrier's control or if the usual means of conveyance at the close of the season to ports affected by ice are fully taken up with other cargo engagements the Carrier may in its sole discretion and option forward the Goods to any other place apparently nearest accessible, this to be considered a final delivery; or may store and warehouse the Goods at the risk and expense of the Goods forwarding same to

destination as soon as practicable. Full freight is due on Goods thus forwarded and the terms of the through Bill of Lading are to be considered fulfilled in every respect. If owners of the Goods desire transportation by rail it will be for their account. Should owners of the Goods desire to give special orders for the forwarding from (Port "B") Hamburg, they must do so at latest on arrival of the Goods there and the Carrier will comply with such orders as far as possible but always at the risk and expense of the Goods.

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