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Celebrating 175: Louise Nevelson, Subject File, Tamarind Lithography Workshop, 1963

Extracted on Feb-05-2023 05:54:55

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**RAILWAY EXPRESS AGENCY
INCORPORATED**

Special contract for the transportation of carvings, ceramics (pottery and porcelain all kinds), Chinaware, cloisonne, champlève, glass half-tone screens, glass panels, carved or etched, glass photographic color plates, glass photographic negatives, glass photographic positives, glassware, N.O.S., jade ornaments other than jewelry, paintings, pastels, pictures, sculpture, statuary and wax figures, of a value of over \$550.00.

THIS CONTRACT made atthis.....day of....., 19....., between Railway Express Agency, (hereinafter called the "Express Company") party of the first part, and.....(hereinafter called the "Shipper"), party of the second part, WITNESSETH:

1. The Express Company agrees, subject to the conditions hereinafter set forth and subject to the Classification and Tariffs in effect on the date hereof to forward to the point reached by the Express Company which is nearest or most convenient to destination, and there deliver to consignee or to other parties to complete the transportation, the following property, of which the Shipper declares himself to be the owner or duly authorized agent of the owner, namely.....consigned to Louise Nevelson at 29 Spring ST New York City NY for the sum of ~~[[crossed-out]]~~ dollars and ~~[[crossed-out]]~~ cents, which charge is dependent upon the value of said property, as hereinafter stated.

2. (a) When the declared or released value of any article covered by Rule 13 (c) of the Official Express Classification, Supplements thereto or reissues thereof, weighing 1,100 pounds or less exceeds \$550, the charges for the portion of such value up to \$550 are 18 cents greater for each \$100 or fraction thereof in excess of \$50 on shipments weighing 100 pounds or less, or 50 cents per pound on shipments weighing more than 100 pounds. The charges for the portion of such value in excess of \$550 will be greater for each \$100 or fraction thereof as shown in paragraph (c).

(c) Between points where the first-class rate per 100 pounds

Charge in Cents for Each \$100 or Fraction thereof	
Does not exceed \$3.19.....	42
Exceeds \$3.19 but not \$6.48.....	49
Exceeds \$6.48 but not \$9.14.....	59
Exceeds \$9.14 but not \$12.77.....	83

3. The Shipper hereby declares the value thereof to be 10,000.00 dollars.

4. The Express Company shall not be required to make free delivery at points where it maintains no free delivery service nor at any point beyond its established and published delivery limits.

5. The Express Company shall not be liable for loss or damage arising from the condition of the property, or from any defect or fault in packing, crating or boxing, which risks are assumed by the Shipper. The Shipper of said property hereby releases and discharges the said Express Company from all liability for the delay or loss of, or damage or injury to, said property from any cause whatever, unless any such delay, loss, damage, or injury shall be proved to have been caused by the Express Company or by negligence of its agents or employees, and in such event of Express Company shall be liable only to the extent of actual damage sustained, but in no event to an amount in excess of the value declared above.

6. All the stipulations and conditions in this contact contained shall inure to the benefit of, and extend to, each and every connecting carrier, railroad company, Express company, forwarder, or person to whom the Express Company may entrust or deliver said property for transportation, and shall define the responsibility and liability thereof of any such company or person for the acts or negligence of their several agents or employees.

RAILWAY EXPRESS AGENCY
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Special contract for the transportation of carvings, ceramics (pottery and porcelain all kinds), Chinaware, cloisonne, champlève, glass half-tone screens, glass panels, carved or etched, glass photographic color plates, glass photographic negatives, glass photographic positives, glassware, N.O.S., jade ornaments other than jewelry, paintings, pastels, pictures, sculpture, statuary and wax figures, of a value of over \$550.00.

THIS CONTRACT, made at.....this.....day of....., 19....., between Railway Express Agency, (hereinafter called the "Express Company") party of the first part, and.....(hereinafter called the "Shipper"), party of the second part, WITNESSETH:

1. The Express Company agrees, subject to the conditions hereinafter set forth and subject to the Classification and Tariffs in effect on the date hereof to forward to the point reached by the Express Company which is nearest or most convenient to destination, and there deliver to consignee or to other parties to complete the transportation, the following property, of which the Shipper declares himself to be the owner or duly authorized agent of the owner, namely.....consigned to Louise Nevelson at 29 Spring ST New York City NY for the sum of ~~[[crossed-out]]~~ dollars and ~~[[crossed-out]]~~ cents, which charge is dependent upon the value of said property, as hereinafter stated.

2. (a) When the declared or released value of any article covered by Rule 13 (c) of the Official Express Classification, Supplements thereto or reissues thereof, weighing 1,100 pounds or less exceeds \$550, the charges for the portion of such value up to \$550 are 18 cents greater for each \$100 or fraction thereof in excess of \$50 on shipments weighing 100 pounds or less, or 50 cents per pound on shipments weighing more than 100 pounds. The charges for the portion of such value in excess of \$550 will be greater for each \$100 or fraction thereof as shown in paragraph (c).

(b) When the declared or released value of any article covered by Rule 13 (c) of the Official Express Classification, Supplements thereto or reissues thereof, weighing more than 1,100 pounds exceeds \$500 the charges will be greater for each \$100 or fraction thereof of such value in excess of 30 cents per pound actual weight as shown in paragraph (c).

(c) Between points where the first-class rate per 100 pounds	Charge in Cents for Each \$100 or Fraction thereof
Does not exceed \$3.19.....	42
Exceeds \$3.19 but not \$6.48.....	49
Exceeds \$6.48 but not \$9.14.....	59
Exceeds \$9.14 but not \$12.77.....	83

3. The Shipper hereby declares the value thereof to be 10,000.00 dollars.

4. The Express Company shall not be required to make free delivery at points where it maintains no free delivery service nor at any point beyond its established and published delivery limits.

5. The Express Company shall not be liable for loss or damage arising from the condition of the property, or from any defect or fault in packing, crating or boxing, which risks are assumed by the Shipper. The Shipper of said property hereby releases and discharges the said Express Company from all liability for the delay or loss of, or damage or injury to, said property from any cause whatever, unless any such delay, loss, damage, or injury shall be proved to have been caused by the Express Company or by negligence of its agents or employees, and in such event of Express Company shall be liable only to the extent of actual damage sustained, but in no event to an amount in excess of the value declared above.

6. All the stipulations and conditions in this contract contained shall inure to the benefit of, and extend to, each and every connecting carrier, railroad company, Express company, forwarder, or person to whom the Express Company may entrust or deliver said property for transportation, and shall define the responsibility and liability thereof of any such company or person for the acts or negligence of their several agents or employees.

7. Upon the arrival of said property at destination, the Shipper, owner or consignee shall forthwith receive said property and pay any charges due thereon, and any sums besides charges to be collected from consignee, according to terms of shipment; and if he or they shall fail or refuse to duly receive the same, and pay any such charges and other sums, or after 48 hours (exclusive of Saturdays, Sundays and legal holidays) from mailing of notice of consignee of arrival of shipment, the Company's liability shall be that of warehouseman only and said Express Company, or other carrier, as the agent of such Shipper, owner or consignee, may thereupon have said property put in some suitable place at the cost and risk of such Shipper, owner or consignee, and at any time or times thereafter may sell the same, or any portion thereof, at public or private sale, with or without notice, as said agent may deem necessary or expedient, and apply the proceeds arising therefrom, or so much thereof as may be needed, for the payment of any freight and charges that may be due, and other necessary and proper costs and expenses; or said Express Company or other carrier may, at its option, return said property to Shipper, the Shipper to pay charges for transportation both ways, and all other expenses.

8. As conditions precedent to recovery claims must be made in writing to the originating or delivering carrier within six months after delivery of the property or, in case of failure to make delivery, then within six months and fifteen days after date of shipment; and suits shall be instituted only within two years and one day after the date when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof.

9. All the conditions of this contract shall apply to any reformulating or return of said property.

Signed in triplicate, _____
FOR RAILWAY EXPRESS AGENCY, INC. _____
Shipper

Agent

7. Upon the arrival of said property at destination, the Shipper, owner or consignee shall forthwith receive said property and pay any charges due thereon, and any sums besides charges to be collected from consignee, according to terms of shipment; and if he or they shall fail or refuse to duty receive the same, and pay any such charges and other sums, or after 48 hours (exclusive of Saturdays, Sundays, and legal holidays) from mailing of notice to consignee of arrival shipment, the Company's liability signee, may thereupon have said property put in some suitable place at the cost and risk of such Shipper, owner or consignee, and at any time or times thereafter may sell the same, or any portion thereof, at public or private sale, with or without notice, as said agent may deem necessary or expedient, and apply the proceeds arising therefrom, or so much thereof as may be needed, for the payment of any freight and charges that may be due, and other necessary and proper costs and expenses; or said Express Company or other carrier may, at its option, return said property to Shipper, the Shipper to pay charges for transportation both ways, and all other expenses.

8. As conditions precedent to recovery claims must be made in writing to the originating or delivering carrier within nine months after delivery of the property, or, in case of failure to make delivery, then within nine months and fifteen days after date of shipment; and suits shall be instituted only within two years and one day after the date when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof.

9. All the conditions of this contract shall apply to any reforwarding or return of said property.

Signed in triplicate
[[???]]
Shipper
FOR RAILWAY EXPRESS AGENCY, INC
FS. Olson
Agent
By Each

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Workshop, 1963
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Archives of American Art

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