

# COLUMBIA PACIFIC SHIPPING COMPANY.

NORTH CHINA LINE

SOUTH CHINA LINE

PORTLAND (OREGON) KOBE YOKOHAMA SHANGHAI TSINGTAU TIENSIN DAIREN HONGKONG MANILA

## BILL OF LADING

FOR OCEAN SHIPMENTS ONLY

(SEE WHITE FORM FOR SHIPMENTS TO BE FORWARDED BY RAIL)

FROM Tientsin VIA Portland, Oregon TO Portland, Oregon PER STEAMER West Coyate  
AND CONNECTING RAILROADS  
SHIPPER The Grimes-Mackay Co. CONSIGNEE University of Oregon, Eugene Oregon.

Shipped in good order and condition, by The Grimes-Mackay Co.,

The merchandise enumerated hereon (the value, weight, quantity, measurement, gauge, quality, contents and/or condition of contents of, or marks on, said merchandise not being known to the Carrier) to be transported by the Columbia Pacific Shipping Company on board the Steamer West Coyate or any other Steamer owned, chartered, hired or used by, or working by arrangement, or in connection with said Company, (the carrying steamer and owners being designated herein, and on the back hereof, as the Carrier) with such reasonable dispatch as the general business of the Carrier permits, from Portland, Oregon unto the PORT OF Portland, Oregon, or so near thereto as safe navigation of such vessel or vessels shall then permit (but with the right to carry said merchandise on deck, sail with or without pilots, tow and assist vessels, deviate, and to lighter, surf, trans-ship, land and re-ship said merchandise or any thereof, and to stop and to land and receive passengers and freight at other ports or places, in any rotation or order, whether on or off, or in the contrary direction to, or beyond, the customary advertised route, and to go into drydock with said merchandise on board) and there upon the arrival of said steamer to be in like condition received by and delivered unto Order of Mr E. G. Clarke

or his or their assigns, the following merchandise, Marks, Numbers, Articles, Weights and/or Measurements as described below:



4 C/s Stone Statue & Curios 4490 lbs.

Not responsible for marks & numbers

Positively No Goods Delivered on this Bill of Lading Unless Endorsed and Surrendered to Carrier

A. B. C.  
G. B. P. No. A2274  
PEKING.

SHIPPER'S WEIGHT

Freight, on weight or measurement at Carrier's option, at tariff rates (unless otherwise agreed,) and all charges advanced by Carrier, and average shall be paid in U. S. gold coin or its equivalent in local currency at bank demand rate of exchange on New York, at Carrier's options. Full freight and charges shall be so paid on all damaged or unsound merchandise. The several freights, charges and primages mentioned herein (being insurable and being part of the intrinsic value of the Goods) shall whether prepaid or to be collected, be considered due and earned, whether vessel or merchandise be lost or not lost, at any stage of the entire transit and whether such loss or damage result from marine disaster, from fire, from theft, or from any other cause, whatsoever its nature. If any packages of said merchandise contain, or any of said merchandise consist of, dangerous, or inflammable, or explosive material the shipper and consignee shall each be liable to carrier for all loss and damage resulting therefrom, and carrier, or its ship master may jettison or destroy any such package without liability therefor.

The above described merchandise was received, and to be carried and delivered by Carrier, and by each several succeeding Carrier, if any, subject to all the stipulations and conditions herein and on the back hereof, whether printed or written, and under which freight rates on said merchandise were adjusted and said merchandise was received for transportation, and to all of which the shipper has agreed, and hereby does agree; and every holder of this bill of lading shall, by the Acceptance thereof, be held bound thereby whether the same be signed or unsigned by shipper.

If, for any reason, any other person, firm or corporation than the Carrier, should be or become charged with any responsibility to said merchandise, they, and each of them, shall have the benefit of all the provisions, stipulations, and conditions herein and on the back hereof.

Valued at \$ 800.00

FREIGHT RATING AND CHARGES.

COMMODITY	Weight Pounds	Measurement Cubic Feet	Ocean Rate and Charges		ADVANCE CHARGES	TOTAL CHARGES
			From <u>T.B.</u> To <u>Portland</u>	Rate Per <u>40-cft</u> Charges		
<u>SAID TO CONTAIN</u>						
<u>4 c/s stone statue curios</u>	<u>4490</u>	<u>152</u>	<u>\$17.50</u>		<u>\$</u>	<u>66.50</u>

FREIGHT PAID IN TIENSIN

RECEIVED PAYMENT

\$ 66.50

IN WITNESS WHEREOF, the Master of said STEAMER has signed Three BILLS OF LADING, one of which Bills of Lading being accomplished the others to stand void. And the Shipper has also signed this Bill of Lading.

Dated at Tientsin this 14th, day of April, 1923.

COLUMBIA PACIFIC SHIPPING COMPANY  
AGENTS FOR DIV. OF OPR. U.S. SHIPPING BOARD  
EMERGENCY FLEET CORPORATION.

By [Signature]

All of the above provision and the conditions on the back hereof are hereby agreed to by the shipper, and the person delivering said merchandise to the carrier for shipment is authorized to sign this bill of lading for the shipper.

THE GRIMES-MACKAY CO.

Read conditions of Special Contract on the Reverse Side before Signing, Shippers must sign in full in ink, or if rubber stamp is used the name of the individual signing on behalf of the Shipper must be in ink. NOTICE.—To avoid delay and expense in delivery of merchandise consigned to ORDER, shippers should communicate in writing to the agent of steamer at port of shipment, the name of the person, firm or company to be notified on arrival of merchandise at destination.

BILL OF LADING FOR OCEAN SHIPMENTS ONLY (SEE WHITE FORM FOR SHIPMENTS TO BE FORWARDED BY RAIL)

Conditions Referred to on face Hereof and all of which are Agreed to by Shipper

1. Carrier shall in no event be or be held liable for loss of, or damage to, any merchandise after it is unhooked from vessel's tackle at port of discharge. Liability of Carrier shall, in no event, be greater than provided by Sections 4281, 4282 and 4283 of the Revised Statutes of the United States and all acts amendatory and supplementary thereto, or that provided by an Act of Congress of the United States, entitled "An act relating to navigation of vessels, bills of lading, etc." (the Harter Act, so-called) approved February 13, 1893. Carrier, at its option, shall have all rights and benefits granted to shipowners limiting, or permitting a limitation of, their liability by the laws and/or customs of any other state and/or country into a port of which said vessel may enter, or at which she may touch, and/or in which said vessel may be attached or libeled, or Carrier may be sued for any loss and/or damage to said merchandise.

2. Carrier shall not be or be held liable for any loss of, or damage to, any of said merchandise resulting from any of the following causes, to-wit: Acts of God, perils of the sea or other waters, war, enemies, privateers, letters of marque and reprisal, pirates, thieves, robbers, arrest or restraint of princes or rulers or people, acts or takings or claims or restraint of government or municipal or defacto officers, whether acting with or without lawful authority, legal process, attachments, quarantine and sanitary measures, barratry of master or crew, rising of passengers, claims of third parties, detention or accidental delay, riots, strikes, lock-outs, stoppages of labor, stoppages of transit or claim of right thereto, fire or water on board vessel or on wharf or land or pier or in hulks or lighters or warehouses, or collapse of or destruction of, or damage to, wharf or pier or its coverings, present or future latent defects in, or breakage or fracture of, hull, shaft, propeller, fittings, fixtures, valves, pipes, machinery, boilers or appurtenances, or from explosion, bursting of boilers, collision with vessels or other structures or objects, stranding or wrecks or accidents of navigation: nor if Carrier and/or Charterer and/or Owner shall have exercised due diligence to make the vessel on which said merchandise is shipped in all respects seaworthy and properly manned, equipped and supplied, shall the vessel, Carrier, Owner, Charterers or Agents become, or be held, responsible for any loss or damage that shall result in whole or in part from any of the following causes, to-wit: Unseaworthiness of the vessel whether existing at the time of shipment or at the beginning of the voyage, or on the voyage, fault or error in navigation of vessel, fault or error in management of vessel, or of its engines, boilers, winches, hoisting gear, fittings, fixtures, equipment, ports, hatches, dead lights, valve, cocks, pipes, tanks and their connections, and this whether such fault or error be before or after sailing or be in port or at sea, or from any other causes of what kind soever. Any omissions to exercise such due diligence shall not be presumed, but the same must, if claimed or alleged, be proved by the shipper.

3. Carrier shall not be or be held liable for leakage or wastage of any package, nor for breakage or damage to contents of any package unless shipper first shows that such package was of proper strength and in good condition and that such contents were properly packed therein and in good order when delivered to carrier and that the package was while in possession of Carrier, so crushed or broken as to cause such loss or damage; and in no event be or be held liable for loss of or damage to any such contents not specified herein, nor for loss in weight, blowing, drainage, leakage, seepage, breakage, wastage or loss of contents of any package, cask or receptacle nor for loss or damage by breakage, drainage, seepage or leakage from any other package, cask or receptacle, change of climate, weather, floods, contagion or moisture received from such or other merchandise, effects of chafing, use of hooks, pressure, heat whether internal or external, ice, cold, frost, freezing weather sitting, spontaneous combustion, sweat, decay, deterioration, putrefaction, fermentation, fumigation, mildew, mould, evaporation, rain, water, spray, wetting, dampness, rust, vermin, rats twisting or bending of metal shipped loose or in bundles; or for loss or damage resulting from any burning or explosion of cargo, or from inaccuracy or omission of proper marks or descriptions; nor for any loss or damage resulting from the nature of the goods, or incident to the transportation of same, or insufficiency of packages or cases, nor for injury or staining of wrappers, labels, cases or packages or contents of same however caused, or from stowage or contact with or smell or evaporation or taint from other goods, as all vessels carry general cargo and any lawful merchandise, and in no event shall Carrier be or be held liable for loss of, or damage to, any such contents not specified herein, or for loss from package, or damage to merchandise shipped in tierces, casks, crates, sacks, bundles, bales, or which shall consist in whole or in part of glass, crockery, queensware, porcelain, hollowware, pictures, picture frames, stoves or other castings, nor for breakage of castings not cased. Each package shall be by shipper legibly marked, and, if not so marked, a delivery of full number of packages of like supposed contents, without regard to quality or actual contents, shall be a full discharge of Carrier's obligations hereunder, and if any of such packages shall be delayed or go astray, or be elsewhere landed because not properly marked, or contents not properly described, Carrier shall not be liable therefor. Live stock, all perishable property, all live freight and all merchandise packed in second-hand or weak cases, and all cargo carried on deck shall be at all times at owner's risk. Neither fault nor failure nor improper loading nor bad stowage nor improper custody nor want of due care nor improper delivery of merchandise by Carrier shall be presumed, but same must, if alleged, be proved by shipper or consignee.

4. Carrier shall not be or be held liable for gold, silver, precious stones, metal, jewelry, or treasures of any kind, bank notes, securities, silks, furs, laces, pictures, or any article whatever of a fragile nature, plate china crockery, or castings, glass or statuary unless bill of lading are signed thereon in which their nature and value are expressed; and extra freight paid for the assumption of extraordinary risk. Shipper shall be liable for any loss or damage to ship, wharves, cars, lighters or cargo caused by inflammable, explosive or dangerous goods shipped with or without full disclosure in writing of their nature, whether such shipper be principal or agent and such goods may be thrown overboard or destroyed at any time without compensation.

5. Advance charges shall be repaid to Carrier whether vessel or merchandise be lost or not lost at any stage or entire transit and if all freight and charges due Carrier be not paid within thirty days after arrival of vessel at said first mentioned port or place, Carrier may sell said merchandise at either public or private sale and as agent and for account of owner and apply proceeds in payment of freight and all other charges and if the sum so realized be not sufficient to pay all such charges, or if such sale be not made the shipper shall on demand pay all such charges or make good such deficiency as the case may be, and ship master may at any time sell or dispose of perishable property when in his opinion same would become decayed or worthless before it could be delivered as herein provided and if same be so sold or disposed of full freight thereon and all charges shall be paid by shipper.

6. In no event shall carrier be liable for damages to any article unless the claim therefor shall be presented at their respective office in the City of Portland within ten days after the delivery of such articles to the consignee, nor shall said Companies be made liable for the loss of any article, package or goods unless claim therefor shall be presented in writing, at the said office, within ninety days from the issuance of this Bill of Lading, and if such claim, whatever, the same may be, shall not be presented as aforesaid, at the place and within the time above stated, the said claim shall be deemed to be waived, and no action shall be thereafter maintained thereon, NOTE PARTICULARLY All claims of shipper, or consignee or other party in interest against Carrier or its vessels or the masters thereof for any loss or or damage to or conversion of or mis-delivery of or delay in delivery of said merchandise or any thereof shall be presented in writing to the Carrier within ten days after discharge of said merchandise, or if the vessel or cargo be lost or stranded, within ten days after date of notice of any such loss or stranding, and earliest newspaper mention of loss or stranding shall be and fix the date of such notice and if any such claim be not so presented within said ten days, such claim shall be and by every court be held to have been released by shipper and to be abandoned and barred, and no suit on any such claims so presented or to recover for any such loss or damage shall be maintained unless summons, or other process, be served on Carrier or steamer be attached, within thirty days from and after the day and date such claim be so presented provided that if further time for the commencement of such suit shall be expressly granted in writing the same may be commenced within the time so granted therefor and every such suit not so commenced within said thirty days or within such further time so granted shall be and by every court be held to be barred, and all claims and demands against Carrier or steamer alleged by complaint or libel therein shall be so held to have been released by shipper owner and consignee and to be abandoned and barred.

7. Should it be found on the cargo being discharged, that goods have been landed without marks or with marks differing from those on the Bill of Lading, or with marks and numbers not distinguishable, the same shall be apportioned to the different lots, and consignees shall conform to such allotment.

8. And it is further stipulated and agreed that vessels are warranted seaworthy only so far as due care in the appointment or selection of Agents, Superintendents, Pilots, Masters, Officers, Engineers and Crew have secured or may secure it.

9. The said Columbia Pacific Shipping Company is hereby expressly granted the right and option of delivering the merchandise represented by the Bill of Lading to consignee from along side or of landing and storing said merchandise, either in lighters, hulks, on wharf or in ware house, immediately upon the arrival of said Steamer at the port of discharge of said merchandise without notice to and at the expense of consignee, and in the event of so landing and storing said merchandise, said Company is thereupon hereby released from all further liability for loss of damage thereafter arising from fire or from any other cause.

10. ALL LIGHTERAGE, from steamer to steamer and/or between steamer and shore, of goods named in this Bill of Lading will be at risk of owner, shipper or consignee.

11. Any of the above-mentioned Merchandise taken on deck to be at the risk of shipper, owner or consignee.

12. Carrier shall never be liable for any loss of, or damage to, said merchandise, nor for any damage or loss suffered in connection therewith, unless its neglect or willful default is shown to have been the sole cause of the same. If Carrier becomes liable for any damage of loss to said merchandise, it shall have the benefit of all insurance on said merchandise, and of any payments made by or on behalf of the insurer thereof whether under the guise of advances, loans or otherwise; and shall also have the benefits of all loans, the amounts of which have been determined by the total amount or part of any loss or damage to said merchandise, made the owner by the insurer thereof, and induced by the existence of insurance upon said merchandise, and which are made repayable only in the event recovery of said loss or damage is had from the Carrier or said vessel. The right to any such insurance, advances or loans, may be offset in the amount thereof by Carrier against a claim or suit for said loss or damage. Carrier shall not be liable for any loss which can be insured against.

13. Claims for loss of or damage to any of said merchandise from any cause, or for conversion thereof shall be restricted to cash value of same at port of shipment at date of shipment unless otherwise in writing agreed, and shipper covenants and agrees that the value of each package does not exceed the sum of one hundred dollars unless otherwise stated herein, on which basis the rate of freight is adjusted.

14. On the happening or any of the contingencies excepted in this Bill of Lading, or if steamer be disabled, Carrier may forward said merchandise to port of delivery by other conveyances at option of its shipmaster or officers or agents and shall receive additional compensation or such service when rendered, whether performed by its own vessels or those of strangers; and its salvage services be rendered to shipper of said merchandise by servants of said vessel or other vessels of Carrier, such service shall be as fully paid for as if rendered by strangers.

15. Also that if the ship is prevented by Quarantine from reaching her destination, or making due delivery of the goods, or is detained at quarantine, the goods may be forthwith, without previous notice to shipper, owner or consignee, discharged into depots, lazarettos, hulks, crafts or lighters, at the risk and expenses of shipper, owner and consignee; all and any of them, and such discharge shall be deemed a full and final delivery of the goods, all risk, responsibility and expenses of the carrier therefor, as carrier, bailee or otherwise, ending as soon as the goods are delivered from the ships tackle, and all expenses thereby or thereafter incurred, and all increased cost of such delivery shall be paid by shipper, owner and consignee all and any of them, the carrier retaining a lien on the goods therefor; but should the vessel or goods not be admitted, or such discharge be impracticable, or so in the master's opinion, the carrier may forthwith, without previous notice, proceed to the nearest safe port, or at ship's option to the nearest safe port to which the ship is bound, at the risk and expense of shipper, owner and consignee, all and any of them, and there land the goods as if at the original port of discharge, at the risk and expense of shipper, owner and consignee, all and any of them, and they paying freight from the original port of discharge, and the carrier retaining a lien on the goods therefor and for all costs charges and expenses incurred, and for all increased cost of delivery. Collectors of customs are hereby authorized to grant a general order of discharge immediately ship be entered at customs house.

16. Carrier is not and shall not be required to deliver said merchandise at port of delivery at any particular time or to meet any particular market or in time for any particular use; and Shipper shall notify consignee or other person or forwarder or carrier at place of delivery to there receive said merchandise as discharged at ship's tackle, and said merchandise may be discharged immediately on arrival of vessel at port or wharf or landing, without regard to weather. If consignee be not on hand to so receive packages as discharged, Carrier may deliver same to any lighterman or wharfinger or other party or person believed by Carrier to be responsible and who will take charge of said packages, or the same may be kept on board or be landed on wharf or beach or bank or stored in hulks or put in lighters for owner and owner's risk and expense.

17. It is expressly stipulated that if said merchandise need be lightered at any time or port or place all lighterage services rendered shall be and be deemed to have been rendered by an independent carrier or person; if such services be procured by Carrier they shall be deemed to be and to have been so procured by it acting as agent thereof of shipper, and Carrier's liability as carrier at any port or place where such lighterage be needed shall end immediately vessel be anchored at or near to said port or place. Carrier's liability after steamer be at anchor at or near to said port of delivery shall be that of warehouseman only and said merchandise after unhooked from ship's tackle at such anchorage shall be at owner's risk.

18. If vessel be prevented by stress of weather, war, blockade, seizure, restraint, riot, strike, lockout, interdict, disease, or any other cause of whatsoever kind from entering said port of delivery on her arrival at or near the same, or from discharging any or all of said merchandise, or if in judgment of ship's master or agent it be impracticable to there discharge all or any of said merchandise while the ship be at said port or for same to be there safely landed if discharged, then first, all merchandise not discharged may be retained on board vessel and returned to her port of original shipment or same may at option of ship's master or agent and at owner's cost and risk be conveyed upon such or any vessel to any other port and thence to said port of delivery; or second, same may be forwarded to and landed and delivered or stored at any other port at owner's cost and risk and Carrier shall have a lien on said merchandise for all expense so incurred, provided, however, that if said merchandise or any thereof be so returned to such port of original shipment no additional freight shall be charged; and that delivery or storage of such merchandise at any such other port or on such return to such port of original shipment shall be a final and sufficient delivery. In case any part of the merchandise cannot be found for delivery during vessel's stay at port of discharge, same may be forwarded at Carrier's expense, but no liability shall exist for any loss or damage resulting from delay.

19. If the owner of the ship shall have exercised due diligence to make said ship in all respects sea worthy, and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage, or disaster resulting from fault or negligence of the pilot, master or crew, in the navigation or management of the ship, or from latent or other defects, or unseaworthiness of the ship, whether existing at time of shipment or at the beginning of the voyage, but not discoverable by due diligence, the consignees or owners of the cargo shall not be exempted from liability for contribution in General Average, or for salvage or for any special charges incurred, but, with the shipowner, shall contribute in General Average and shall pay such salvage and special charges, as if such danger, damage or disaster had not resulted from such fault, negligence, latent or other defect or unseaworthiness, General Average payable according to York-Antwerp Rules of 1890, and as to matters not therein provided for according to the rules and customs of the port of Portland, or otherwise as carrier interested shall elect.

20. "Carrier" includes owners, stockholders and vessels and masters and charterers thereof "packages" and "merchandise" mean all property mentioned or referred to on face thereof; "shipper" and "owner" mean shipper and all owners of said packages and merchandise and all pledges thereof other than Carrier; "Owner's risk" and "O. R." mean that shipper has agreed that Carrier shall not be liable for loss or damage unless it be shown to have entirely resulted from its negligence or willful default.

21. Carrier liability hereunder shall be several and shall end and its rights dependent on delivery accrue immediately it has made delivery as above provided; and if freight be prepaid to Carrier beyond said first mentioned place of delivery. Carrier shall be shipper's agent for payment to other carrier of such freight as may be so paid for other carrier's use; and freight of every carrier of said merchandise by water shall, at option of such carrier, be deemed earned when said packages shall be laden on board other carrier's vessel and shall be payable by shipper whether such other carrier's vessel or said packages be thereafter lost or not lost at any stage of entire transit. No carrier shall be liable for delay or misdelivery or conversion or loss or damage unless it be shown that same occurred while said packages were in its possession.

22. The rights and liabilities of all carriers by water shall be determined hereby; if Carrier deliver said merchandise to other carrier for carriage such delivery shall be made as shipper's agent and not as carrier, and if such delivery be to any carrier by land, shipper agrees to be bound by the stipulations and conditions of such transfer receipt, shipping receipt or bill of lading as may be in use for such transfer or by such carrier for like transfer or carriage at place of such transfer.

23. Carriers shall have a lien on said merchandise for freight and advances: charges, taxes, duties and fines which may be incurred or sustained or be imposed on it, and for all expense to it resulting from shipper's failure to furnish proper Consular or Custom House papers in due time or resulting from illegal, incorrect, or insufficient, marking, numbering or addressing of packages, (or pieces) or description of their contents or other errors or omissions of shippers, and all such fines and expenses shall be reimbursed to Carrier by consignee before said property shall be delivered to him.

24. Wharfage and/or State Harbor Tolls and all expenses of cooerage and repairs of said merchandise shall be paid by shipper and shall be a lien on said merchandise.

25. And, finally, in accepting this Bill of Lading, the shipper, owner and consignee of the goods, and the holder of the Bill of Lading, agree to be bound by all its stipulations exceptions and conditions, whether written or printed, as fully as if they were all signed by such shipper, owner, consignee or holder.

Signature of shipper: *William Clark*

All of the above provision and the conditions on the back hereof are hereby agreed to by the shipper, and the person delivering said merchandise to the carrier for shipment is authorized to sign this Bill of Lading for the shipper.

Read conditions of Special Contract on the Reverse Side before signing.

Shipper must sign in full in ink, or if rubber stamp is used the name of the shipper must be in ink.

NOTICE—To avoid delay and expense in delivery of merchandise consigned to ORDER, shippers should communicate in writing to the agent of steamer as part of shipment, the name of the person, firm or company to be notified on arrival of merchandise at destination.