B/L No.

THE CUNARD STEAM-SHIP COMPANY LIMITED.

CUNARD WHITE STAR
NEW YORK OFFICE:—

NEW YORK LOCAL

THE CUNARD STEAM-SHIP COMPANY LIMITED,
CUNARD BUILDING, 25, BROADWAY.

Shipped by MORTON POLLEXFEN & BLAIR LTD.

in apparent good order and condition on the Ship PLAINTIFF RIKKE SKOU bound from the Port of LIVERPOOL to NEW YORK (including liberty to call at and for the purposes provided for in this Bill of Lading),

(31) PACKAGES OF MERCHANDISE,

shipped by the Shipper and known as described below (weight, measure, brand, contents, quality and value unknown), and to be delivered, subject to the terms and provisions hereinafter mentioned, in like good order and condition at the Port of NEW YORK (or so near thereto as she may safely get) unto ORDER OF:- JOHNS-MANVILLE PRODUCT CORPORATION

MANVILLE

NEW JERSEY. U.S.A.

Freight and charges as below to be paid by the SHIPPERS in LIVERPOOL

Plain copies of Bills of Lading for goods consigned to "Order" must state the name and address of the parties at destination who are to be notified of arrival, and expenses incurred in consequence of failure to supply the information will be for account of the owners of the goods.

Leading Marks and Numbers of Packages	Contents.	Weight said to be Tons Cwts Qrs Lbs.	Measurement	Rate.	Freight.
M. 3774 MANVILLE N.J. VIA NEW YORK MADE IN ENGLAND 20/433	31 CARTONS ASBESTOS YARN	1 0 0 17 2257 LBS.			

PLAINTIFF'S EXHIBIT
JM 972

Charges advanced.....

Total £ (Sterling)

...wn to the Terms and Provisions on the back ... contract of carriage.

...ned, shall be surrendered in exchange for delivery order

...Consignee, and/or Owner of the Goods, and the Holder of this Bill of Lading, expressly accept and agree to all its stipulations, ...stamped, or incorporated, as fully as if they were all signed by such Shipper, Consignee, Owner or Holder.

...Master or Agent of the ship has affirmed to TWO Bills of Lading, all of this date, one of which being accomplished the others to stand void.

...LIVERPOOL this 21st day of JUN 1965 MAY 19 65

For CUNARD LINE LIMITED As Agents

085877

...GENTS FOR OVE SKOU OWNERS ...F THE ABOVE NAMED VESSEL

...ed and Sold by J. Mawdsley & Son Ltd., 5 Chapel Street, Liverpool

MTC 014163

THE TERMS AND PROVISIONS OF THE BILL OF LADING BEFORE MENTIONED

IT IS MUTUALLY AGREED AS FOLLOWS :—

1. THIS BILL OF LADING IS AND SHALL HAVE EFFECT SUBJECT TO :—

(a) the terms and provisions of the Carriage of Goods by Sea Act, 1924, and of the Rules comprising the Schedule thereto (herein referred to as "the Rules") as in the said Schedule set out and hereby incorporated in this Bill of Lading and/or as applied thereto by the said Act, and

(b) the terms and provisions set out herein.

Provided that nothing contained in the Rules shall deprive the Carrier of the right to claim, and that the Carrier shall have under this Bill of Lading, the full benefit of all limitations of, or exemptions from, liability conferred on the Carrier and/or the ship by Public Law of any country.

2. IT IS HEREBY DECLARED THAT it is the intention of both the Carrier and the Shipper that the goods shall be actually put on board the above-named ship, but if from any cause the goods or any part are shut out, the Carrier shall have liberty to, and shall, ship and carry the same upon the terms of this Bill of Lading on the next available ship of this Line, or (at the option of the Carrier) of any other line.

3. FREIGHT, CHARGES, AND PRIMAGE if payable at the port of shipment :—

(a) shall be paid in exchange for this Bill of Lading

(b) shall be deemed earned on shipment

(c) shall not be repayable, ship and/or goods lost or not lost.

4. FREIGHT, CHARGES, AND PRIMAGE if payable at the port of delivery :—

(a) shall be paid ship and/or goods lost or not lost :

(b) shall be paid immediately upon the discharge of the goods. Provided that in the event of non-arrival of goods hereunder by reason of loss of vessel and/or goods or otherwise such freight and charges shall be payable on demand ;

(c) shall be paid at the current rate of exchange on New York on the date of the vessel's sailing from the final port of loading in the United Kingdom. Provided that in the event of non-arrival of goods hereunder by reason of loss of vessel and/or goods or otherwise such freight and charges shall be payable at current rates of exchange at time of demand ;

(d) shall be paid in full on damaged or unsound goods and on barrels delivered part full, or empty ;

(e) shall not be paid on any increase in bulk or weight caused by the absorption of water during the voyage.

5. Parcels for different consignees collected or made up in a single package addressed to one Consignee shall pay full freight on each parcel.

6. In case any damage or loss results to the Carrier, ship, cargo, lighters, cranes, or hoisting tackle owing to incorrect weight, or no weight, having been declared, the Shipper, Consignee, and/or Owner of the goods shall be responsible therefor.

7. The Carrier shall have the right to re-weigh or re-measure any goods where doubt exists as to the correctness of the weight or measurement shown on this Bill of Lading, and freight shall be paid on the excess weight or measurement (if any) so ascertained. The expenses incident to re-weighing or re-measuring shall be borne by the Carrier if the weights or measurements are found to be correct, but otherwise such expenses shall be borne and paid by the owner of the goods.

8. The Shipper, Consignee, and/or Owner of the goods shall bear and pay the cost of all *mending*, baling, and cooperage of, and repairs to, packages, boxes, crates, wrappers, bags, or barrels resulting from insufficiency of packing, or from excepted perils.

9. It is mutually agreed that the value of each package or other freight unit shipped hereunder does not exceed £100 on which basis the freight is adjusted and the Carriers' liability irrespective of whether the damage or loss shall have occurred prior to loading on board the vessel or after discharge therefrom shall in no case exceed such sum per package or other freight unit unless the value in excess thereof be specially declared by the shipper and stated herein and extra freight as may be agreed on paid, and in such case if the actual value of the goods per package or other freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value, and the Carriers' liability, if any, shall not exceed the declared value. The extra freight payable on goods the value of which has been declared by the shipper to exceed £100 per package or freight unit, has been based and calculated upon the description and value furnished by the shipper. If such description or value has been misstated, the Shipper, Consignee, and/or Owner of the goods shall pay such freight as would have been charged by the Carrier if the goods had been accurately described and valued, and a certificate signed by the Carrier or his agents shall be conclusive evidence of the amount that would have been so charged. Whenever the value of the goods is less than £100 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, but so that the Carrier's liability (irrespective of whether the damage or loss shall have occurred prior to loading on board the vessel or after discharge therefrom shall in no case exceed £100 per package or other freight unit.

10. Freight, charges, and primage, and all other payments becoming payable under this Bill of Lading shall be paid in full without any allowance, credit or discount.

11. LIEN. The Carrier shall have a lien over the goods, and the right to sell the same, by public auction or otherwise, for all freight, primage, and charges (including additional freight payable on corrected weight or measurement), and for all payments made and liabilities incurred in respect of charges, expenditure, damages, costs and expenses (including the costs and expenses of exercising such lien and of such sale) and for the interest (if any) payable thereon, which under the provisions of this Bill of Lading are to be borne and paid by the Shipper, Consignee, and/or Owner of the goods. If, on a sale of the goods, the proceeds fall to cover the amount for which the Carrier has a lien on the goods, and the costs and expenses of exercising such lien and of the sale, the Carrier shall be entitled to recover the difference from the Shipper, Consignee, and/or Owner of the goods.

12. If the goods are consigned or forwarded to a point where the vessel does not discharge, the Shipper constitutes the Carrier his Agent to forward the goods to or toward their ultimate destination and all liability whatsoever of the Carrier as carrier, bailee or otherwise shall cease upon the goods leaving the actual custody of the Carrier. Such forwarding carriage shall be subject to the terms of the usual Bill of Lading, receipt, contract or shipping document of the on-carrier whether issued or not, including, but without limiting the generality of the foregoing, any valuation of the goods, or limitation of liability, or exemption from liability, or the requirement for notice of claim or commencement of suit, even though such terms be less favourable to the Shipper than the terms of this Bill of Lading, whether known to the Shipper or not, even though exempting the on-carrier from liability for negligence. Unless the value of the goods is declared at the time of shipment hereunder and is stated herein, and extra freight as may be agreed upon is paid by the Shipper, Consignee, and/or Owner of the goods, the Carrier shall in no event be obligated to declare to the on-carrier any valuation of the goods, even though the on-carrier's Bill of Lading, receipt or shipping document contains a valuation or limitation of liability less than that contained in this Bill of Lading.

13. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage or, if the loss or damage be not apparent, within three days, such removal shall be *prima facie* evidence of the delivery by the Carrier of the goods as described in this Bill of Lading. The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection. In any event irrespective of whether the damage or loss shall have occurred prior to loading on board the vessel or after discharge therefrom 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 delivery of the goods or the date when the goods should have been delivered. In the case of any actual or apprehended loss or damage the Carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

I. HANDLING, CUSTODY AND CARE BEFORE THE GOODS ARE ON THE SHIP'S TACKLE.

1. Goods carried at through rates *via* the port of shipment shall be subject to all the terms, conditions and exceptions, of the carriers bringing the same down to the port of shipment.

2. The Carrier shall be under no liability whatsoever for any loss of, or detention of, or damage to, the goods (whether in his actual or constructive possession or not) before they are loaded on the ship, and he shall be at liberty to carry the goods in vessel, tender or lighter to the ship, and such carriage, and the loading and unloading on and from the vessel, tender or lighter, shall be at the sole risk of the Owner of the goods.

II. STOWAGE.

1. Goods stowed in poop, forecastle, deckhouse, shelter deck, or other covered in space, commonly used in the trade for the carriage of goods, shall be deemed for all purposes to be stowed under deck.

III. VOYAGE.

1. The Carrier shall have liberty :—

(a) To sail with or without pilots.

(b) To tow vessels in all situations.

(c) To carry *live* stock and/or cargo on deck.

(d) To carry goods of all kinds, dangerous or otherwise.

(e) To proceed to and use any port or ports in any rotation for any purposes whatsoever, whether in, or out of, or beyond, the customary or advertised route, and all such ports shall be deemed to be included in the intended voyage.

(f) To put the ship into dry dock for any purpose whatsoever with the whole or part of the cargo shipped under this Bill of Lading on board, at any time and place, before or after sailing, or after arrival at the port of discharge.

(g) To land and/or tranship the goods, and to forward them to their destination by land or water should the ship put into a port of refuge, of from any cause be prevented from commencing or proceeding in the ordinary course of her voyage.

2. If on account of ice, weather, strikes, lockouts or labour troubles (whether the Carrier or his employees are parties thereto or not), interdict, prohibition of importation, riot, war or other disturbance or any cause beyond the Carrier's control, it shall be considered by the Carrier or his agents or the Master, in his or their sole discretion, impossible, unsafe, unreasonable or inadvisable to proceed to the port of discharge or to remain in the port of discharge, the Carrier may proceed to the nearest convenient port and there may land and/or tranship the goods and may forward them at the sole risk and expense of the Owner of the goods to their destination by land or water, or may further (provided no additional freight be charged or claimed) retain the goods on board until the return trip or until such times as the Carrier considers advisable. Any disposition of the goods in accordance with this clause shall not be deemed to be an infringement or breach of the Rules aforesaid or of the contract of carriage.

3. The Carrier, in addition to any liberties expressed or implied in this Bill of Lading, shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, transhipment, discharge, destination, delivery or otherwise howsoever given by the government of any nation or any Department thereof, or any person acting or purporting to act with the authority of such Government, or of any Department thereof, or by the Committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions, and nothing done or not done by reason of any such orders or directions shall be deemed a deviation. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfilment of the contract voyage.

IV. QUARANTINE.

1. If in the opinion of the Carrier, or his agents, or of the Master, entry into the port of discharge or communication therewith would render the ship liable to quarantine at any subsequent port on her intended voyage, the Carrier shall be at liberty to proceed to the nearest convenient port and there land the goods or put them into depôt, lazarette, hulk, lighter or other vessel, at the sole risk of the Owner of the goods.

2. In the port of discharge the goods in the event of quarantine may at the sole risk of the Owner of the goods be discharged into depôt, lazarette, hulk, lighter or other vessel, or the ship may proceed to and discharge the goods at the nearest convenient port.

3. Discharge of the goods in accordance with the provisions contained in Clauses (1) or (2) shall be deemed to be due delivery of the goods under this Bill of Lading.

4. The Carrier or his agents or the Master shall, as soon as may be, notify through the post the Consignee if named, or otherwise the Shipper, of the steps taken under Clauses (1) or (3).

5. The Owner of the goods shall bear and pay all charges and expenses incurred in consequence of the quarantine, and previous to the delivery of the goods shall pay such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods.

V. PORT, CUSTOMS, CONSULAR AND OTHER REGULATIONS.

1. The Shipper shall furnish all particulars necessary to enable this Bill of Lading to be made out in accordance with the prescriptions and regulations of the Port, Customs and Consular Authorities.

2. All Consular, Health or other Certificates required to accompany the goods shall be procured by the Shipper and all detention, charges or penalties accruing to the ship or her cargo owing to the want of any such certificate shall be borne and paid by the Shipper, Consignee and/or Owner of the goods.

3. The Consignee and/or Owner of the goods shall bear and pay all tonnage dues, shed dues, harbour dues, customs dues and charges, wharfage charges, and other dues and charges payable in respect of the goods.

4. The Shipper, Consignee and/or Owner of the goods shall comply with the regulations and requirements of the Port, Customs and other Authorities, and shall bear and pay all duties, taxes, fines, imposts expenses, loss or damage of whatever nature incurred or suffered by reason of the breach thereof or the illegal, incorrect or insufficient marking, numbering or addressing of packages, or description of their contents and shall indemnify the Carrier and his agents and the ship and the owners of the other cargo on board against all claims, demands, losses and expenses in respect thereof.

5. In the event of the goods by reason of their not being marked with the name of the country from which they are exported or otherwise not complying with the Customs Regulations at the port of discharge, the Carrier shall be at liberty to bring back, or to re-ship, such goods to the port of shipment at the sole risk and expense of the Shipper, Consignee and/or Owner of the goods.

6. The collector of the port or other duly appointed official is authorised to grant a general order for the discharge of the ship immediately on the ship's arrival.

7. Should the Carrier desire to discharge beyond usual Customs hours the Consignee and/or Owner of the goods shall, if so required, sign immediately an application for that purpose.

VI. HANDLING, CUSTODY AND CARE AFTER THE GOODS ARE UNLOADED FROM THE SHIP'S TACKLE.

1. Without prejudice to any other provision of this bill of lading the rights and immunities or damage to goods in the actual custody of the Carrier or his servants after the goods are discharged from the ship as fully as if the same were set out fully herein. Provided always that neither the Carrier nor the ship shall under any circumstances be liable for loss or detention of or damage to goods from any cause whatsoever when the goods are not in the actual custody of the Carrier or his servants.

2. The ship may commence discharging immediately on arrival without notice to the Consignee and discharge continuously, irrespective of weather, by day and by night, Sundays and holidays included, any custom of the port to the contrary notwithstanding, on to quay, or into hulk, depôt or lighter, as the Carrier or his agents may determine. The Carrier, his agents and servants shall not under any circumstances whatever be under any liability for failure to notify the Consignee of arrival of the goods, any custom of the port to the contrary notwithstanding.

3. If the goods are not taken by the Consignee directly they come to hand in discharging the ship or if they are not removed from alongside the ship without delay, the Carrier shall be at liberty, at the sole risk and expense of the Owner of the goods, to enter and land or remove the goods, and/or to put them into craft or stores.

4. The Carrier shall be under no liability whatsoever for any loss of, or detention of, or damage to the goods (whether in his actual or constructive possession or not) after they are discharged from the ship, and he shall be at liberty to carry the goods in vessel, tender or lighter from the ship, and such carriage and the loading and unloading on and from the vessel, tender or lighter shall be at the sole risk of the Owner of the goods.

5. If any Consignee has a shortage in the marks or numbers called for by this Bill of Lading, unclaimed goods of like kind and quality shall at the Carrier's option be deemed to constitute a part of the goods and be accepted by the Consignee as good delivery under this Bill of Lading.

6. Goods carried at through rates to a place beyond the port of discharge shall be subject to all the terms, conditions and exceptions of the carriers carrying them beyond the port of discharge.

The Carrier or his agents may, in respect of dutiable goods transhipped at the port of discharge give such undertaking as the Customs Authorities at that port require with respect to dealing with the goods at the port where duty is payable, and all charges involved or liabilities incurred shall be borne by the owner of the goods.

The Shipper or Consignee shall supply the agent of the ship at the port of discharge with the necessary papers for passing the goods through the Custom House by the time of the Ship's arrival and shall be liable for all expenses incurred in default thereof.

In the event of there being no immediate opportunity for transhipping or forwarding the goods from the port of discharge to their ultimate destination the Carrier shall be at liberty to enter and land the goods, or to put them into craft or store, at the sole risk and expense of the Owner of the goods.

7. If the goods are made deliverable hereunder to a named Consignee, or to a named Consignee or assigns, and not to order or assigns, and the law in force at the port of discharge so requires, delivery may be made to such named Consignee without production or delivery of this Bill of Lading.

VII. GENERAL AVERAGE.

1. Save as mentioned in Sub-clauses (3) and (4) hereof, General Average shall be adjusted according to York-Antwerp Rules 1950.

2. In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which the Carrier is not responsible, by statute or contract or otherwise, the Shippers, Consignees or Owners of the cargo shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. In case of salvage services rendered by another ship belonging wholly or in part to the same Owners or in their service such salvage services 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 special charges thereon shall, if required, be paid to the Carrier or his Agents before delivery.

3. 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.

4. Goods stowed in poop, forecastle, deck house, shelter deck, or other covered in space shall be deemed for purposes of General Average to be stowed under deck.

5. The adjustment shall be prepared at such port as shall be selected by the Carrier.

If the ship comes into collision with another ship as the 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 or 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 owners to the owners of the 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.

If the ship is not owned by or chartered by demise to The Cunard Steam-Ship Company Limited this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal made through the agency of The Cunard Steam-Ship Company Limited which acts as agent only and which under no circumstances whatsoever shall the carrying vessel is not owned by or under demise charter to The Cunard Steam-Ship Company Limited shall have any personal liability as of a carrier or otherwise in respect of such contract, or howsoever in relation to any goods covered thereby.

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 his or their actual design, neglect, fault or privity.

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, Consignee or Owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.

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