

Sempor 2004/4

Page No 2

BILL OF LADING No

20262/219/4
UNITED WEST AFRICA SERVICE

Ref. No

REF C 141716 SZCZECIN



Consigned to order
H.B.M. AMBASSADOR BRITISH EMBASSY
DAKAR, SENEGAL, WEST AFRICA

Notify address

as above

Vessel WARSZAWA Port of loading SZCZECIN

ORIGINAL

Port of discharge DAKAR Freight payable at SZCZECIN No of original B/L 3/30/27

Marks and Nos	Number and kind of pkgs; description of goods	Net weight kg	Gross weight kg	Measurement
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BAIT LL 83970

1/one/ Unpacked motorcar
type "CORTINA 2000 GXL
2 - door "

1025 ksgross
9,94 cbm

Handle with care!

"Freight prepaid"

*Bateau arrive
le 20/1/73*

Particulars above declared by Shipper
Freight and charges

SHIPPED ON BOARD in apparent good order and condition, unless otherwise stated, and to be discharged at the aforesaid port of discharge or so near thereto as the vessel may safely get and be always afloat. Weight, measurement, marks, numbers, quality, contents and value, if mentioned in the Bill of Lading, are to be considered unknown unless the contrary has been expressly acknowledged and agreed to. The signing of this Bill of Lading is not to be considered as such an agreement.

In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions, on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. In WITNESS whereof the Master of the said vessel has signed the number of original Bills of Lading, stated above, all of this tenor and date, one of which being accomplished the others to be void.

16. 1. 1973

All goods carried under this Bill of Lading to be loaded and discharged at regular berth of the line only.
FREIGHT PREPAID—

and not to be returned ship and/or cargo lost or not lost.



Goods of a dangerous or damaging nature must not be tendered for shipment unless written notice of their nature and the name and address of the Sender have been previously given to the Carrier, Master or Agent of the vessel and the nature is distinctly marked on the outside of the package or packages as required by statute. A special stowage order giving consent to shipment must also be obtained from the Carrier. Any heavy lift weighing over two tons gross must be declared in writing before shipment and the weight must be stencilled clearly on the package.

20262/219/4
UNITED WEST AFRICA SERVICE

Shipper

PSN C MARITIC SZCZECIN

Ref. No

Consigned to order of

H.B.M. AMBASSADOR BRITISH EMBASSY
DAKAR, SENEGAL, WEST AFRICA

Notify address

as above



ORIGINAL

Vessel

WARSZAWA

Port of loading

SZCZECIN

Port of discharge

DAKAR

Freight payable at

SZCZECIN

No of original Bs/L

6.50/27

Marks and Nos

BAHT LIL 83970

Number and kind of pkgs.; description
of goods

1/one/ Unpacked motorcar
type "CORINA 2000 GXL
2 - door "

Net weight
kg

1025 kkgross
9,94 cbm

Gross weight
kg

Measurement

Handle with care!

"Freight prepaid"

Particulars above declared by Shipper

Freight and charges

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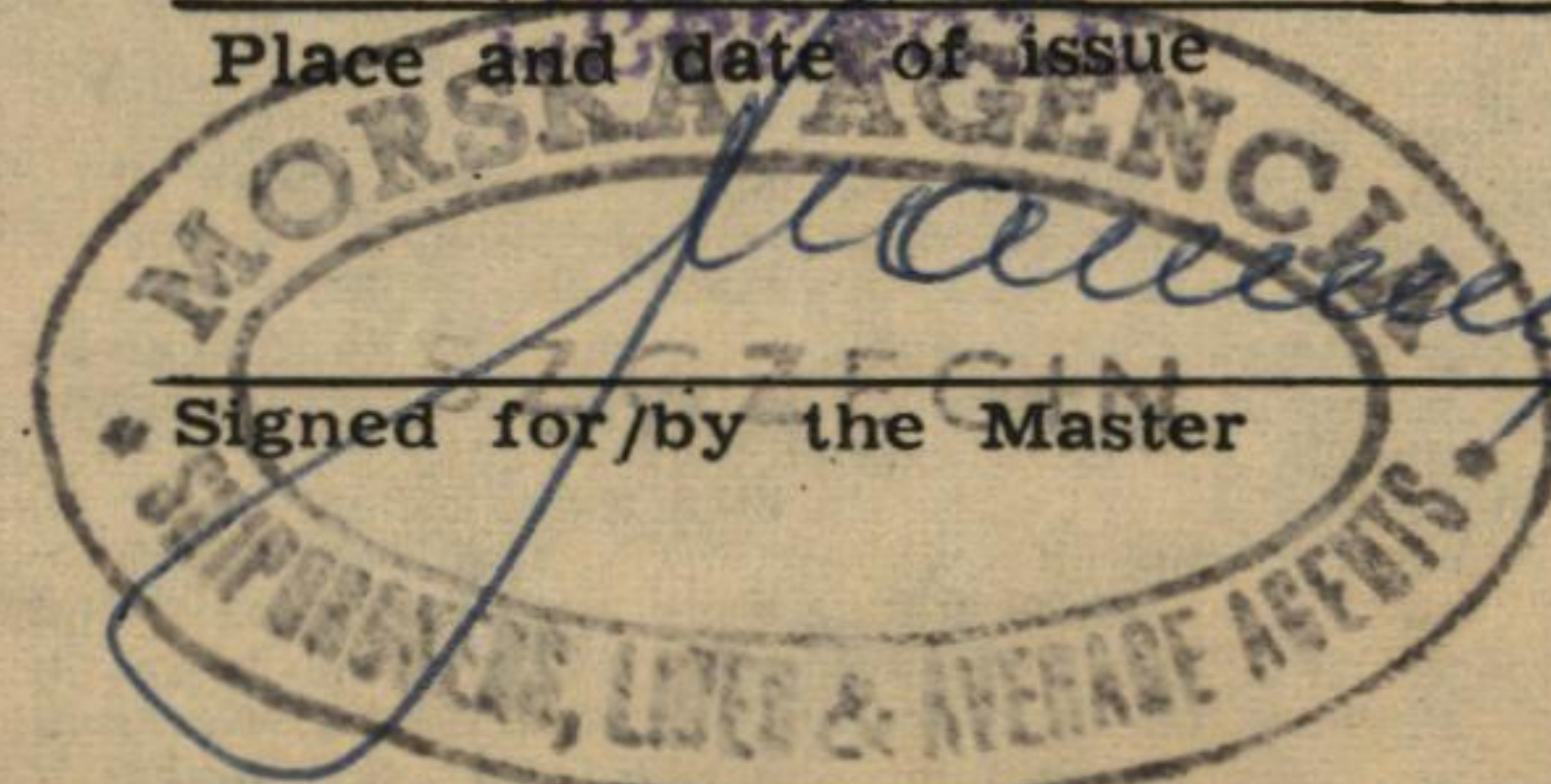
16. 1. 1973

All goods carried under this Bill of Lading to be loaded
and discharged at regular berth of the line only.

FREIGHT PREPAID—

-and not to be returned ship and or cargo lost or not lost.

Place and date of issue



Signed for/by the Master

Goods of a dangerous or damaging nature must not be tendered for shipment unless written notice of their nature and the name and address of the Sender have been previously given to the Carrier, Master or Agent of the vessel and the nature is distinctly marked on the outside of the package or packages as required by statute. A special stowage order giving consent to shipment must also be obtained from the Carrier. Any heavy lift weighing over two tons gross must be declared in writing before shipment and the weight must be stencilled clearly on the package.

UNITED WEST AFRICA SERVICE

JOINTLY

POLSKIE LINIE OCEANICZNE
GDYNIA
POLAND

VEB DEUTSCHE SEEREEDEREI
ROSTOCK

GERMAN DEMOCRATIC REPUBLIC

JOINT BOOKING OFFICE:

SZCZECIN, MAŁOPOLSKA 44

TELEGRAMS: UNIAFRICA

TELEXES: 24216, 24222, 24225, 24238, 24239

TELEPHONES: 45728 exch. 43053

(LINER TERMS APPROVED BY THE BALTIC AND INTERNATIONAL
MARITIME CONFERENCE)

Code Name „CONLINEBILL”

Amended January 1st, 1950.
Amended August 1st, 1952.

1. DEFINITION.

Wherever the term „Merchant” is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the cargo.

2. PARAMOUNT CLAUSE.

The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

3. JURISDICTION.

Any dispute arising under this Bill of Lading shall be decided in the country where the Carrier has his principal place of business, and the law of such country shall apply except as provided elsewhere herein.

4. PERIOD OF RESPONSIBILITY.

The Carrier or his Agent shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the vessel, howsoever such loss or damage arises.

5. THE SCOPE OF VOYAGE.

The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or port or ports whether scheduled or not, and may call at the same port more than once; may, either with or without the goods onboard, and before or after proceeding towards, the port or discharge, adjust compasses, dry-dock, go on ways or to repair yards, shift berths, undergo regaussing, wiping or similar measures, take fuel or stores, land stowaways, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

6. SUBSTITUTION OF VESSEL, TRANSHIPMENT AND FORWARDING.

Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to tranship, land and store the goods either on shore or afloat and reship and forward the same at Carrier's expense but at Merchant's risk. When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts as Forwarding Agent only.

The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

7. LIGHTERAGE.

Any lightering in or off ports of loading or ports of discharge to be for the account of the Merchant.

8. LOADING, DISCHARGING AND DELIVERY

of the cargo shall be arranged by the Carrier's Agent unless otherwise agreed.

Landing, storing and delivery shall be for the Merchant's account.

Loading and discharging may commence without previous notice. The Merchant or his Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and — but only if required by the Carrier — also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid.

The Merchant or his Assign shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and — but only if required by the Carrier — also outside ordinary, working hours notwithstanding any custom of the port. Otherwise the Carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfilment of the contract, or alternatively to act under clause 16.

The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above.

If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction.

The Merchant shall accept his reasonable proportion of unidentified loose cargo.

9. LIVE ANIMALS, PLANTS AND DECK CARGO

shall be carried subject to the Hague Rules as referred to in clause 2 hereof with the exception that the Carrier shall not be liable for any loss or damage resulting from any act, neglect or default of his servants in the management of such animals, plants and deck cargo.

10. OPTIONS.

The port of discharge for optional cargo must be declared to the vessel's Agents at the first of the optional ports not later than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

11. FREIGHT AND CHARGES.

a) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 5 per cent, shall run from the date when freight and charges are due.

b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to expenses caused by extra handling of the cargo for any of the aforementioned reasons.

c) Any dues, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel shall be paid by the Merchant.

d) The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and/or import or export regulations.

e) The Carrier is entitled in case of incorrect declaration of contents, weights measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified.

12. LIEN.

The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.

13. DELAY

The Carrier shall not be responsible for any loss sustained by the Merchant through delay of the goods unless caused by the Carrier's personal gross negligence.

14. GENERAL AVERAGE AND SALVAGE.

General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1950. 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, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

15. BOTH-TO-BLAME COLLISION CLAUSE. (This clause to remain in effect even if unenforceable in the Courts of the United States of America).

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owner of the said goods paid or payable by the other or non-carrying vessel or her Owner to the Owner of said cargo and set-off or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to the colliding vessels or objects are at fault in respect of a collision or contact.

16. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, etc.

a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

b) Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port.

c) Should it appear that epidemics, quarantine, ice — labour troubles, labour obstructions, strikes, lockouts, any of which onboard or on shore — difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port.

d) The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfilment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight together with return freight if any and a reasonable compensation for any extra services rendered to the goods.

e) If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.

f) Merchant shall be informed if possible.

17. IDENTITY OF CARRIER.

The Contract evidenced by this Bill of Lading is between the Merchant and the Owner of the vessel named herein (or substitute) and it is therefore agreed that said Shipowner only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped hereunder, all limitations of, and exonerations from, liability provided for by law or by this Bill of Lading shall be available to such other.

It is further understood and agreed that as the Line, Company or Agents who has executed this Bill of Lading for and on behalf of the Master is not a principal in the transaction, said Line, Company or Agents shall not be under any liability arising out of the contract of carriage, nor as Carrier nor bailee of the goods.

ADDITIONAL CLAUSES

DEMURRAGE.

The Carrier shall be paid demurrage at the daily rate sh 2/- per ton of the vessel's gross register tonnage if the vessel is not loaded or discharged with the dispatch set out in clause 8, any delay in waiting for berth at or off port to count.

Provided that if the delay is due to causes beyond the control of the Merchant, 24 hours shall be deducted from the time on demurrage.

Each Merchant shall be liable towards the Carrier for a proportionate part of the total demurrage due, based upon the total freight on the goods to be loaded or discharged at the port in question.

No Merchant shall be liable in demurrage for any delay arisen only in connection with goods belonging to other Merchants.

The demurrage in respect of each parcel shall not exceed its freight.

B. LINER BERTH.

All goods carried under this B/L to be loaded and discharged at the regular berth of the line only.

C. WEIGHING ON BOARD DURING DISCHARGE

Weighing on board during discharge is only allowed by permission of the ships' agents. If permission is given all additional expenses incurred to the ship and in connection with such weighing, whether in respect of extra stevedoring or other, shall be for account of receivers.

ADVICE - AWIZ WYŚYŁKOWY

Eksporter Ambasada Brytyjska Warszawa Shipper C. HARTWIG SZCZECIN Załadowca statku C. HARTWIG SZCZECIN		Ref. No 20262/219/4 Poz. sped. nr Contr. No Kontrakt Pozw.	
Messrs Odbiorca H.B.M. Ambassador British Embassy Dakar Senegal West Africa		Buyer Importer INTERNATIONAL FORWARDERS C. HARTWIG SZCZECIN Poland PRZEDSIĘBIORSTWO SPEDYCJI MIĘDZYNARODOWEJ (Member Członek) C. HARTWIG SZCZECIN (FIATA) Adress: Szczecin, ul. Malczewskiego 5/7 Telegrams: C. HARTWIG SZCZECIN Phones 344-11: Telex 042211 Branch offices: Kołobrzeg-port: phone 39-23. telex 053221 Świnoujście-port phone 52-62 ferry boat station phone 23-79 telex 042330 Bank account No 1495-6-1150 with Bank Handlowy Oddział Szczecin	
Pre-carriage by Statek WARSZAWA	Port of loading Port załadunku SZCZECIN		
Vessel Statek	Port of transhipment Port przeładunku		

Port of discharge Port stacja przeznaczenia bocznica Final destination (if on-carriage) Freight payable at
DAKAR **Szczecin**

Marks and Nos. Oznakowanie	Number and kind of pkgs; description of goods Liczba i rodzaj opakow. Nazwa towaru	Nett weight kg Ciężar kg netto	Gross weight kg Ciężar kg brutto	Measurement m³ Wymiary objętość
BABT ML 83970	1/one/ Unpacked motorcar type "CORTINA 2000 GXL 2 - door "			

1025 kg gross
9,94 cbm

Kind of transport Nr wag., sam., barki	Packing Opakowanie	Number Liczba	Gross weight kg Ciężar kg brutto	Nett weight kg Ciężar kg netto	Marks and Nos Oznakowanie	date Data wysyłki
"Freight prepaid"						

Enclosed please find 1/2 original of B/L, 1 copy of B/L
 1 shipping advice.
 The same set of documents sent to your address by air
 mail registered.

Copy to:
 Kopie otrzymują

Encl.
 Załączniki

Przedsiębiorstwo Spedycji Międzynarodowej
C. HARTWIG SZCZECIN
 Dział Ekspedycji II
 (21) Szczecin, ul. J. Malczewskiego 5/7

Place and date of issue Miejsce i data wystawienia
Szczecin 8.12.72

Signature Pieczęć i podpis wystawiającego

Intenda w. 77 *[Signature]*



M. DOANE

RECOMMANDE

socopao sénégal

S. A. AU CAPITAL DE 364.000.000 DE FRS C.F.A. - R. C. DAKAR 6427 B

SIÈGE SOCIAL :

47, AVENUE ALBERT SARRAUT
DAKAR (Rép. du Sénégal)
ADRESSE TÉLÉGRAPHIQUE :
FREIGHT - DAKAR
TÉL. 266-00 à 07
TÉLEX 521, 621, 622 DAKAR
C. C. P. DAKAR 0071

AGENCE A KAOLACK :
B. P. 202

DAKAR, B.P. 233, le 12 FEVRIER 1973

SOCOPAO - SENEGAL
Consignataire du "MARSZAWA"

D A K A R

Transit n° 330-301

Litige n° 188

LT : 446/BM

S/S MARSZAWA cnt n° 9 du 28/1/73

Voyage SZCZECIN / DAKAR

Messieurs,

Nous avons l'honneur de vous informer qu'en notre qualité de mandataires des réclamateurs des marchandises chargées et connaissementées sur le navire sous rubrique, nous formulons, conformément aux dispositions légales, les plus expresses réserves quant aux avaries et/ou manquants par nous constatés à leur enlèvement et désignées ci-dessous :

BABT BL 83970

- 1 voiture FORD Cortina posant 1.025 KG

à savoir sur Bon de Livraison n° 9633 du 7/2/73 :

BABT DAKAR

- 1 véhicule FORD Cortina à nu sale contenant dans la malle arrière
1 roue de secours, 1 cric, 1 clé à roue, 4 pneus, 2 bidons d'huile,
1 carton contenant 10 ampoules, 1 courroie, 2 joints, 6 boîtes de
peinture, 2 boîtes contenant chacune 4 bougies et 1 sachet vis
platine, 4 enjoliveurs, 3 boîtes filtres à huile.

Nous vous prions de bien vouloir nous accuser réception de la présente et de nous confirmer votre accord sur lesdites avaries et/ou manquants en nous faisant part de la solution que vous entendez adopter pour que nos mandants se trouvent dédommés dans les plus brefs délais.

Veuillez agréer, Messieurs, nos salutations distinguées.

cc :

AMBASSADE DE GRANDE BRETAGNE

B. P. 6025 - DAKAR.

BUREAU CORRESPONDANT : 30, QUAI NATIONAL, 92-PUTEAUX - ADRESSE TÉLÉGRAPHIQUE : FREIGHT-PUTEAUX - TÉLEX FREIGHT-PUTAU 29.590



Registry
No.

DRAFT

Type 1 +

SECURITY CLASSIFICATION

To:—

From

Top Secret.
Secret.
Confidential.
Restricted.
Unclassified.

File

Telephone No. & Ext.

Department

PRIVACY MARKING

In Confidence

£1,000

(five cents with
CFA)

M. B. Doane

Ford Contina 2,000 cc

Weight: 1025 Kg

Engine No M.L 83970

Chassis
No: BAB TML 83970

Colour: Tawny Brown.

puissance - 11 CV

NOTHING TO BE WRITTEN IN THIS MARGIN

600
+100

NOTHING TO BE WRITTEN IN THIS MARGIN