



# Italian Line

ADDENDUM TO CONDITIONS OF CONTRACT TICKET

In any case where Section 4283A of the Revised Statutes of the United States shall apply, the shipowner shall be liable for any claim for loss of life or bodily injury unless written notice of the claim shall be given to the shipowner within six months from the day when the death or injury occurred. Suit to recover on any such claim shall not be maintainable unless commenced within one year after the day when such death or injury occurred. In any case where Section 4283B of the Revised Statutes of the United States shall apply, the provision of clause 7 of the contract ticket which relates to the liability of the Company for any claim for loss of life or bodily injury of the passenger arising from the negligence of the Company's servants or agents, is hereby annulled.

ONE STATE STREET, NEW YORK

ITALIA

FLOTTE RIUNITE

COSULICH

LLOYD SABAUDO

NAVIGAZIONE GENERALE

*Tourist* CLASS  
**PASSAGE CONTRACT**

**COSULICH**

SOCIETA' TRIESTINA DI NAVIGAZIONE

WHEN THIS TICKET CALLS FOR RETURN  
PASSAGE THE WESTBOUND COUPON MUST  
BE EXCHANGED FOR FINAL PASSAGE  
CONTRACT AT COMPANY'S OFFICE AT  
PORT OF EMBARKATION ONE WEEK  
BEFORE SAILING.

No. **54862**

This Contract Ticket is subject to the conditions printed on the inside covers hereof and the attention of passengers is specifically directed thereto.

C

PASSENGER'S  
RECEIPT

## Italian Line

ITALIA — Flotte riunite Cosulich — Lloyd Sabaudo — Navigazione Generale  
COSULICH — Società Triestina di Navigazione  
ONE STATE STREET, NEW YORKCLASS ONE WAY TICKET  
ROUND TRIPNo. 54862FROM New York (Eastbound) TO Naples (Destination)  
(Port of Embarkation)  
PER VESSEL "REX" SAILING Dec. 12, 1936 AT 4:00 M. CABIN 729 BERTH 11FROM                      (Westbound) TO                      (Destination)  
(Port of Embarkation)  
PER VESSEL                      SAILING                      AT                      M. CABIN                      BERTH                     

NAMES OF PASSENGERS	AGE	EASTBOUND		WESTBOUND	
		Fares	Amount	Fares	Amount
<u>Mr. Onofrio Stacchetti</u>	<u>Ad</u>	<u>1</u>	<u>140.-</u>		
<u>Mrs. Kathleen</u>	<u>Ad</u>	<u>1</u>	<u>140.-</u>		

Fill in passenger's European address when issued for Westbound or Round Trip passage

Total Passage	<u>280.-</u>
U. S. Rev. Tax	<u>10.-</u>
Port Taxes	<u>5.-</u>
U. S. Head Tax	<u>11</u>
R. R. Fare	<u>11</u>
Total	<u>395.-</u>

City and Date N.Y. Dec. 11, 1936  
Agent Italian Line, N.Y. office, 3rd St. Garage  
(For the Steamship Company)

This Contract Ticket is part and subject to the conditions printed on the inside covers hereof, and the attention of the passenger/s is specifically directed thereto.

When issued for Round Trip transportation, this coupon must be exchanged at Company's port office.

This Coupon is issued for Identification Purposes and is not valid.

The law having declared passengers bound by limitation of liability in Passage Contract Tickets, you are advised to read carefully the following terms and conditions of this contract before accepting.

**"ITALIA" — Flotte riunite Cosulich, Lloyd Sabauda, Navigazione Generale**  
**"COSULICH" — Societa' Triestina di Navigazione**

In consideration of the sum named in this Contract Ticket, receipt of which is acknowledged, the Company agrees to provide transportation as specified herein for the person or persons herein mentioned, unless the ship is prevented from sailing by some unforeseen occurrence and provided weather and other circumstances permit of the ship calling at the port of debarkation, and should said person or persons be booked beyond the port of debarkation, to provide forwarding order thence to destination:

and it is mutually agreed that this Contract Ticket is issued by the Company owning or chartering the ship on which the transportation is effected and is accepted by said person or each of said persons, hereinafter called either "passenger" or "passengers", upon the following terms and conditions:

1. This contract is made between the passenger and the "Italia" or the "Cosulich", whichever is the owner or charterer of the ship on which the transportation is effected and it is understood and agreed that whenever the word "Company" occurs in this contract it refers only to that Company which owns or charters said ship, and that the other Company mentioned herein is not a party to this contract and assumes no responsibility for its performance and is exempt from any liability under this contract or otherwise.

2. This contract is personal and only valid for the person or persons herein mentioned and for the ship herein indicated.

3. The passenger is required to be on board at least one half hour before the time set for the ship's departure. If the passenger does not use this contract ticket for the ship and the date herein mentioned it is to be considered as void and the passage money forfeited. If, however, the passenger does not intend to use this contract ticket for the ship and the date herein mentioned and surrenders same to the Company within a reasonable time before the sailing date, the Company will place for sale the accommodation herein indicated and apply to the passenger whatever, if any, will be the proceeds, less a cancellation fee of 10% and the agent's commission.

4. Passengers are held responsible to the Company for all penalties, fines, etc., which by their fault may be applied by the customs, sanitary authorities, or other governmental department or agency of any country whatsoever.

5. Passengers are entitled to occupy only those berths and staterooms which have been assigned to them by the Company, its agents or the Captain. Passengers agree to comply in every case with the Company's regulations.

6. In case of quarantine each passenger must personally bear all risks and expenses thereby caused, including the cost of maintenance during the period of detention.

7. Neither the ship, its owners, nor the agents of either, shall be held liable for loss of, or injury or damage to, the passenger or his or her baggage or property, or for delay in the voyage, arising from the act of God, public enemies, perils of the sea, rivers or navigation, fire, barratry of master and crew, negligence of the Company's servants or agents, whether on board the ship

or ashore, in the navigation or management of the ship or otherwise, from robbers, arrest or restraint of princes or rulers of people, riots, strikes, stoppage of labor or labor disturbances of any kind or the course of action adopted by the Company or other persons whomsoever in contemplation or consequence thereof or in connection therewith, from explosions, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances of the ship, even though existing at the time of sailing or shipment or thereafter arising, or from any cause of whatsoever nature beyond the Company's control, provided the Company has exercised due diligence to make the ship seaworthy.

8. The ship shall have liberty to proceed without pilots, to tow and assist vessels in all situations, to deviate from the direct and customary course to any distance, in any direction and for any purpose and/or to put back or into any port or ports, in any order, at the discretion of the captain, and, if prevented from sailing or proceeding in the ordinary course, to tranship the passengers and their baggage at passengers' expense and risk to any other ship bound for the port of destination or other usual means of transportation thereto, whether belonging to the Company or not.

9. Twenty cubic feet of personal baggage for each adult passenger shall be carried without additional charge, and in the event of this size being exceeded, the passenger shall pay at the current rate for each cubic foot of excess baggage. It is mutually agreed that the value of such baggage, whether or not it exceeds said size and whatever may be the contents or number of the pieces, does not exceed a total of \$50, at which sum it is hereby mutually agreed that the same is valued and upon which valuation a part of the price of passage hereunder and the additional charge, if any, for excess baggage is based. Consequently it is mutually agreed that in case of total loss, for which the Company might be liable, its liability shall not exceed the said sum of \$50, and that in case of partial damage or partial loss, for which the Company might be liable, its liability shall be reduced to an indemnity pro rata of the said sum of \$50, unless the value of said baggage in excess of the sum of \$50 be declared at or before the issuance of this contract or at or before the delivery of said baggage to the ship, and unless additional compensation at

(Continued on back cover)

**THIS CONTRACT IS VALID ONLY WHEN PRESENTED WITH COUPONS C, D and E ATTACHED**

the rate of 1% on such excess of value is paid thereon (in which case the liability shall not exceed such specified value), and unless a special contract is made in duplicate and signed by the parties. This agreement shall apply regardless of the baggage being carried in the holds or in the stateroom, or intended for the stateroom, and shall also apply to any baggage or property as to which the Company might be liable as warehouseman, bailee, or otherwise, either before or after the voyage.

10. Documents, manuscripts, money, jewelry or valuables of any description, including such articles as are specified in section 4281 of the revised statutes of United States, shall not be included in the baggage, and if included by the passenger no responsibility on account of such articles is assumed by the Company. The purser will receive from the passenger sealed packages containing such articles or money and will place the same in the ship's safe and will give a written receipt therefor, but neither the ship nor the Company are liable for loss of, or injury to, or delay in delivery of the same, and receive the same at the passenger's risk, unless the nature of the contents and the value thereof be declared by the passenger and noted upon the receipt given him or her and unless a charge of 1% of the value thereof be paid thereon (in which case the liability shall not exceed such specified value).

Passengers are forbidden to include in their baggage inflammable or other destructive matter of any kind, and in case of violation of this provision, they shall be liable to the Company for all damages arising therefrom.

11. Passengers must see that their baggage is securely packed and distinctly labeled with their name, ship, date of sailing and destination, and shall personally attend to the embarkation and landing of their baggage, ascertaining upon the departure of the ship that the baggage is on board, and shall personally attend to the withdrawal of same at destination, and if they shall fail to do so, any loss or detention of, or damage to, the baggage shall be conclusively deemed to be the fault of the passenger.

In no event shall the ship or the Company be liable for any sum whatsoever by reason of delay in the delivery of the baggage to the ship or from the ship, or for any inconvenience or damage to the passenger by reason of the failure of delivery of the baggage on board the ship at the sailing or delivery to the passenger at the point of destination.

12. No suit, action or proceeding against the Company or the ship, or the agents of either, shall be maintainable for the recovery of baggage or property, or for damages for loss of, or injury to, or delay in delivery of the passenger's baggage or property, or for detention of the passenger, delay in landing him, or for injury to the passenger, or for breach of the terms hereof unless, (a) written notice of the claim with full particulars be delivered to the Company or to its duly authorized agents at the port of debarkation within 10 days after the termination of the voyage, and (b) such notice having been given, the suit, action or proceeding is commenced within six months after the termination of the voyage, and such suit, action or proceeding shall not be maintainable thereafter notwithstanding any provision of law of any State or Country to the contrary.

13. If this contract ticket is not received from the Company by the passenger, then the person who receives the same shall be

deemed to be the agent of the passenger mentioned herein for all purposes of this contract.

14. The responsibility of the Company does not extend beyond its ship and it is therefore understood and agreed that the Company is not to be, or to be held liable for the act, neglect, default, or omission of any party whomsoever in respect of any events, matters or things, whatsoever and wheresoever, elsewhere than aboard the Company's ship. All other transportation, including transportation by tender to or from the ship, and all arrangements for shore accommodation, victualling, amusement or entertainment, excursions or tours, or for any other service or facility whatsoever otherwise than aboard the Company's ship are made solely for account and convenience of the passenger and at the passenger's risk and without any liability on the part of the Company. The passenger agrees that he or she shall have no claim against the Company for any injury, loss, damage or delay occurring in going from or to the ship or while on land.

15. Passengers are subject to the laws and regulations of the Government of the countries through which they travel.

16. In case of sickness upon the voyage, passengers are entitled to medical attendance and medicines furnished by the Company through the ship's surgeon, free of charge, but the Company does not assume any responsibility for any direct or indirect consequence of medical or surgical treatment.

17. The right is reserved to refuse passage to anyone in such a state of health or physical condition as to be unfit to travel or whose condition through disease or otherwise may be dangerous or obnoxious to other passengers.

18. If this contract is issued in connection with a "round trip" and/or for passage during an "off season" and at a reduced rate, it is available for passage only during the periods applying thereto as advertised in the Company's rate schedule in effect at the time of booking, unless the passenger pays the difference between said reduced rate and the regular fare.

19. If this contract provides for transportation on a cruise, it is mutually agreed that it is accepted by the passenger upon all the foregoing terms and conditions, and it is also mutually agreed that if from any cause of whatsoever nature beyond the Company's control the ship shall be prevented from or delayed in proceeding on the voyage herein described at any stage thereof and if it becomes in the judgment of the captain unsafe or unwise so to proceed, the cruise may be terminated or curtailed and neither the ship, her owner, agent, charterers or the Company shall be held liable for damage or loss resulting from such termination or curtailment, or for the refund of the passage money or any part thereof.

20. All questions arising on this contract ticket shall be decided according to Italian Law, with reference to which this contract is made.

21. The price of the passage appearing in this contract ticket has been fixed partly with reference to the terms and conditions hereof and the liability assumed by the Company as defined in this contract ticket, and no agreement, alteration or amendment creating any other or different liability shall be valid, unless made in writing and signed for the Company by its chief agent at the port of embarkation. The Company is not responsible for whatever its agents might do in violation of the Company's regulations.



ITALIAN LINE

"ITALIA" - "COSULICH"

ONE STATE STREET, NEW YORK

*Printo.  
Mile*

*John Tolco California*

PRINTED IN U.S.A.  
VOELCKER BROS., INC., N.Y.  
FEBRUARY 1934

"VOBRO"  
(TRADE MARK REGISTERED)  
COMPACT TICKET  
U.S. PATENT 1750023