

(Duplicate)

BARONESS MATHILDE de GÜNZBURG

-and-

THE JEWISH THEOLOGICAL SEMINARY OF AMERICA.

AGREEMENT.

Dated, July 21 , 1914.

AGREEMENT, made and entered into this twenty-first day of July, 1914, between BARONESS MATHILDE de GÜNZBURG, of St. Petersburg, Russia, hereinafter called the Vendor, and THE JEWISH THEOLOGICAL SEMINARY OF AMERICA, - - - - - hereinafter called the Purchaser.

FIRST: The Vendor hereby sells, and the Purchaser hereby buys, upon the terms hereinafter set forth, the entire collection of manuscripts, pamphlets and books forming the library of the late Baron David de Güzburg, consisting of Hebraica, Semitica and Judaica, and theological works in various languages, excluding only books not referring to Jewish or Semitic history or science; the intention of the parties hereto being to include in the sale hereby evidenced all works, whether in manuscript or printed, and whether in the Hebrew or in any other language, which in any way relate to Jewish or Semitic literature, philosophy or science or history, or which are of Jewish interest, or theological in character or subject-matter, whether included in any catalogue prepared by or for the Vendor or not, and which during his lifetime belonged or appertained to the aforesaid library of the late Baron David de Güzburg. Any dispute with respect to the classification of any of such books or manuscripts shall be decided by the agent of the Purchaser hereinafter mentioned, and his decision shall be conclusive.

SECOND: The Purchaser agrees to pay, and the Vendor agrees to accept, as and for the full purchase price of the library, the sum of two hundred thousand (200,000) rubles, to be paid as follows: The full sum of two hundred thousand (200,000) rubles shall, within ten (10) days after the return to the Purchaser in New York of a duplicate original of this agreement, duly executed and acknowledged by the Vendor, be deposited with the banking house of M. M. Warburg, of Hamburg, Germany, to be paid to the Vendor in the following manner: The Purchaser's agent shall proceed to St. Petersburg, and examine, pack and ship (for which every facility shall be afforded him by the Vendor) the entire collection hereby sold, for which a receipt, expressing in general terms the Vendor's compliance with this contract, shall be given her by the Purchaser's agent. Upon presentation and surrender of said receipt to the bankers, the said sum of two hundred thousand (200,000) rubles shall at once be paid to the Vendor. The Vendor agrees that any shortage, owing to error in making delivery to the Purchaser's agent at St. Petersburg, will be immediately rectified by her.

THIRD: The Purchaser agrees to bear the entire expense of packing and shipping said library, and all risk of loss after said library shall have been delivered to it at St. Petersburg, except that in the event of interference by Governmental au-

therity, preventing delivery of said library in New York, this contract shall terminate, and both parties shall be relieved from the obligations thereof, and the sum of two hundred thousand (200,000) rubles deposited as aforesaid by the Purchaser shall be returned to it by said bankers, or by the Vendor if she shall have received said sum.

FOURTH: The Purchaser hereby appoints Professor Alexander Marx and Professor Louis Ginzberg, of New York City, N. Y., agents for the purposes of this agreement, with full authority to both or either of them to represent it with respect to any and all matters pertaining to this contract, and to perform any act, or execute in the name of the Purchaser any certificate, receipt or other instrument requisite, useful or proper to carry out the purpose and intent of this instrument or any of its provisions or covenants.

FIFTH: The Vendor does hereby, for herself, her heirs, executors and administrators, covenant that she is the sole owner of, and has good right to sell and transfer, the said library and every part thereof, and that she will warrant and defend the title of the said library hereby sold unto the said Purchaser, its successors - - - - - and assigns, against all and every person and persons whomsoever, and any and all claims, demands, liens and incumbrances whatsoever.

SIXTH: The Purchaser hereby covenants that the said library, so long as owned by the Purchaser, shall be known and designated as the "Baron David de Günzburg Collection", or by such other appropriate name as shall be approved by the Vendor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, the said Vendor at ~~Geneva, Switzerland~~ ^{Geneva, Switzerland} ~~Geneva, Switzerland~~ on the 23rd day of October 1914, and the said Purchaser at New York City, N. Y., on the 21st day of July, 1914.

Baroness Mathilde de Günzburg
Witness:
Francis H. Allen

THE JEWISH THEOLOGICAL SEMINARY
OF AMERICA,

By Joel H. Shook
Acting Secretary.

Witness:
Joel H. Shook -
Emmanuel R. Dennis



~~Republic of Switzerland~~
 Confederation of Switzerland
 City and Canton of Geneva
 Consulate of the United States

ss: 221

BE IT REMEMBERED, that, on this 25th day of October in the year one thousand nine hundred and fourteen, before me, the undersigned, Consul of the United States of America at Geneva, Switzerland ~~Basel, Switzerland~~, personally appeared BARONESS MATHILDE de GÜNZBURG, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Geneva, Switzerland ~~Basel, Switzerland~~, the day and year last aforesaid.

James B. Allen

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Consul of the United States of America
 Geneva, Switzerland



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On this 21st day of July, in the year one thousand nine hundred and fourteen, before me personally came SOL W. STROOCK, - - - - - to me known, who, being by me duly sworn, did depose and say, that he resides in the Borough of Manhattan, City of New York, State of New York; that he is the Acting Secretary - - - of THE JEWISH THEOLOGICAL SEMINARY OF AMERICA, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

Emma R. Davis

LIBRARY

THE JEWISH THEOLOGICAL SEMINARY OF AMERICA
531-535 WEST ONE HUNDRED AND TWENTY-THIRD STREET
NEW YORK CITY

PROF. ALEXANDER MARX
LIBRARIAN

November 19, 1914.

Dear Madam:

It is with deep regret that I have learned from yours of the 16th ultimo, of the great loss which you have sustained through the death of your father, Baron Ury de Gunzburg, and I express to you my heartfelt sympathy in your bereavement. The trying circumstances accompanying this misfortune are especially sad.

Shortly after receiving your letter I received a duplicate of the contract between the Seminary and yourself with respect to the collection of books concerning which we have been in negotiation. This contract was forwarded to you to Switzerland for signature, on July 22, 1914. Immediately after the outbreak of the war, on August 3, 1914, we cabled to you as follows:

"War necessitates withholding delivery library contract. Further conditions requisite."

This you doubtless received, since we have never been informed by the cable company that this message did not reach its destination.

Under the circumstances all matters connected with this arrangement must necessarily remain in abeyance. It will be impracticable for me or anybody representing the Seminary to go to Petrograd for the purpose of taking over and super-

LIBRARY

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B. G.

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Nov. 19, 14.

vising the shipment of the library; and for the same reason it is out of the question to make any deposit of money until peace has been restored. It is our intention, whenever it can be safely done, and we are satisfied that the library for which we have negotiated can be acquired and transported here, to promptly take up anew the entire proposition as it may be necessary to make some modifications as to methods and conditions and as no one can now determine how long this terrible war may last and what consequences may follow.

I am, with great respect,

Very sincerely yours,

Alexander Marx.

Baroness Mathilde de Gunzburg,
Pension Grande Bretagne,
Geneva, Switzerland.

Cable Address:
JETSEAM

LIBRARY

THE JEWISH THEOLOGICAL SEMINARY OF AMERICA
531-535 WEST ONE HUNDRED AND TWENTY-THIRD STREET
NEW YORK CITY

PROF. ALEXANDER MARX
LIBRARIAN

July 22, 1914.

Dear Madam:

As I informed you in my letter of July 10, I forwarded your favor of June 23d to the Chairman of our Board of Trustees. It was considered best to have a formal agreement and bill of sale such as the enclosed. Ten days after the return of one copy, properly endorsed by you, the Two Hundred Thousand (200,000) Rubles will be deposited in Hamburg. Please sign each copy opposite the seal attached to it and acknowledge before the American Consul.

At the same time I was informed that arrangements have been made with a New York firm, ^Gerhard and Hey, to have its representatives attend to the packing in tin-lines cases and shipping of the books, as it appeared from your earlier correspondence that you may find difficulty in securing the cases so necessary for the safe transport of a valuable collection.

As soon as one copy of the agreement has been returned with your signature, I shall start, please God, for St. Petersburg, and I shall be very grateful if your son, Baron Joseph, will be of assistance to me in the strange city, as you were kind enough to offer in your letter.

Respectfully yours,

Alexander Marx.

Baroness Mathilde de Gunzburg,
Premiere Ligne, No. 4,
St. Petersburg,
Russia.

*P.S. Please insert on page 4 date of signing
by you.*

A. M.