

NORTHERN PACIFIC RAILWAY COMPANY.

No. Car 33667 AP

Division Sub 16

1891

RECEIVED from

Victoria & Co

in apparent good condition.


CONSIGNEE AND DESTINATION	DESCRIPTION OF PROPERTY.	WEIGHT.
<u>Wagell & Co</u> <u>Southern Super</u> <u>Wes</u>	<u>Bulk</u> NOT NEGOTIABLE OR ASSIGNABLE	<u>7000</u>

AS DESCRIBED ABOVE, CONTENTS AND VALUE UNKNOWN, TO BE TRANSPORTED BY THE NORTHERN PACIFIC RAILWAY TO STATION.....READY TO BE DELIVERED TO THE PART.....ENTITLED TO THE SAME, AND IT IS EXPRESSLY STIPULATED AND AGREED THAT THE ABOVE PROPERTY IS TRANSPORTED ON THE CONDITIONS ENDORSED HEREON, WHICH FORM PART OF THIS CONTRACT, AND OF THE CONSIDERATION FOR CARRYING THE SAME, AND NOT OTHERWISE.

NORTHERN PACIFIC RAILWAY, By

No. _____

[Signature] Agent.

 **TURN OVER.**



CONDITIONS AND RULES, FORMING PART OF THE WITHIN CONTRACT.

1. The Corporation will not receive or carry any Bank Bills, Drafts, Notes, Deeds, Contracts, evidence of property, or other writings, or be responsible for their loss or injury.

2. No Conductor, or other agent of the Corporation, is authorized to take charge of Bank Notes, Money, or other valuable papers or things, for or on account of the Company, or to receive any perquisites or reward, for himself or for the Company, on or for such articles.

3. Carriages and Sleighs, Show Cases, Machinery, Stoves and Castings, Marble, Looking Glasses, Mineral Acids, Sweet Potatoes, all liquids put up in glass or earthenware, Cabinet Ware and Furniture will only be taken at the owner's risk of fracture or injury during the course of transportation, and the loading or unloading thereof, unless specially agreed to the contrary.

4. Gunpowder and combustible articles of any description will be taken only on special terms and rates. If found secreted among other goods they will be taken from the cars and stored. In case of damage in consequence of the same being so secreted, the shipper or consignee will be held liable.

5. Articles will not be received for transportation unless properly packed in suitable **Casks, Boxes, Bales or Packages**; and each must be well and clearly marked with name of the **Consignee** and of the **Station** where they are to be delivered; otherwise they will not be received for, in which case no damages for loss or miscarriage will be paid. The Company will in no case be responsible for loss, injury, or damage which might have been avoided by skillful and more careful and sufficient packing, or which occurs without the negligence or fault of the Company or its agents. All property is subject to cooorage when necessary.

Goods in bundles will not be considered as properly packed, and the Company will not be responsible for any loss of parts or the whole of such packages.

No allowance for deficiency of Lemons, Oranges, or other fruit, if not covered with canvas, will be made.

6. The Corporation will not be responsible for damage occasioned by delays from storms, accidents or unavoidable causes; or by the decay or injury to fruit, fish, dressed hogs, dressed poultry, or other perishable property; or from injury to property produced by frost, heat, or the elements; and the Corporation will not be liable for the non-delivery of such property in any certain time, nor in time for any particular market.

The charges on lettered marble must always be prepaid.

The charges on perishable property must always be prepaid.

7. The Corporation will not undertake nor agree to carry property by any particular train, nor in time for any particular market, nor are they to be responsible for any loss or damage arising from any delay or stoppage, however occasioned; but they will forward the same with as reasonable dispatch as the general business of the Corporation will permit.

8. The Corporation will only be liable as warehousemen after the property has been placed in their freight depot. But for loss or damage to property by fire, while in their freight depot or storehouse, the Company will not be liable.

9. Storage, at customary rates, will be charged for all property not taken from the warehouse within one day after arrival.

10. The Corporation will not be responsible for loss or injury happening or occasioned by unruly or vicious horses, cattle, swine or sheep, nor for accidents to the same in loading, carrying, or unloading the same; nor for any damages, however caused, to live stock or animals of any description, transported or carried upon their railway, or in their cars or vehicles.

11. The Corporation will not be responsible for the loss or damage to any article, by fire or otherwise, the bulk of which renders it necessary to be forwarded in open cars.

12. Goods or property consigned to any place off the Company's line of road, or to any point or place beyond its termini, will be sent forward with as reasonable dispatch as the general business of the Corporation, at its warehouse within mentioned, will admit, by a carrier or freightman, when there are such known to the station agent at said warehouse, willing to receive the same, unconditionally, for transportation, the Company acting for the purpose of delivery to such carrier or freightman, as the agents of the consignee or consignee, and not as carriers. The Company will not be liable or responsible for any loss, damage, or injury to property after the same shall have been sent from said warehouse of the Company, or tendered to such carrier or freightman for such transportation.

13. In no event shall this Company be liable for damage to any article, unless the claim therefor shall be presented in writing, at one of its offices, within ten (10) days after the delivery of such article to the consignee; nor shall this Company be liable for the loss of any article, unless claim therefor shall be presented, in writing, accompanied by this receipt, at one of its offices, within ninety (90) days from the date of the issuance hereof. In case the said property, or any part thereof, being perishable, and the charges thereon being unpaid, should threaten to deteriorate so as to become of less value than such charges; or the charges thereon being paid, should decay so as to become offensive; in every such case this Company shall be empowered to sell such deteriorated or decayed property, with or without notice to the shipper, consignee, or owner, and upon such notice to the public as to this Company shall seem best calculated to protect the interests of all concerned, at public or private sale, at the place where such property may at the time happen to be; and, out of the proceeds of such sale, to pay the expenses of notice and sale, and all charges upon such property; holding the residue subject to the order of the shipper. And in case any charges upon the said property, the same not being perishable, should remain unpaid for more than sixty (60) days after the arrival of such property at the place of destination; or, such charges having been prepaid, such property should remain uncalled for during the period of ninety (90) days after such arrival, in every such case this Company may, at its option, return the property to the point of shipment, and collect from the shipper or owner all charges that may have accrued upon such property, including those for the return thereof, or sell the said property at public auction, either at the place of destination or at such other place on the lines of this Company as will in the opinion of this Company afford the best market for such articles at the time of sale, upon notice, which shall describe the said articles, in a general way, giving the number of parcels and the name of the consignee, and time and place of sale, and which shall be published in some newspaper printed in the English language, and published at the place where such sale is to be made, once in each week for three successive weeks before the day of sale; and out of the proceeds of such sale to pay the expenses of notice and sale, and all charges upon the said property to date of sale, including those for the transfer thereof from the place of destination to the place of sale; holding the residue subject to the order of the shipper. The powers hereby conferred, and the conditions and limitations hereby imposed, shall enure to the benefit of each and every carrier, beyond the route of this Company, to whom the said property may come for purpose of transportation to destination.

14. No station agent or clerk has authority to alter or vary any of these Rules and Conditions.