

# NORTHERN PACIFIC RAILWAY COMPANY.

No. Car N.P. 18086 \_\_\_\_\_ Division. Pennsylvania July 28<sup>th</sup> 1909

**RECEIVED** from Victoria Elev Co \_\_\_\_\_ in apparent good condition.

CONSIGNEE AND DESTINATION.	DESCRIPTION OF PROPERTY.	WEIGHT.
<u>Victoria Elev Co</u>	<b>NOT NEGOTIABLE / OR ASSIGNABLE</b>	<u>40000 #</u>
<u>Minneapolis</u>		<b>ENTERED.</b>

AS DESCRIBED ABOVE, CONTENTS AND VALUE UNKNOWN, TO BE TRANSPORTED BY THE NORTHERN PACIFIC RAILWAY TO STATION Minneapolis ..... 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. \_\_\_\_\_



J

Holl Warner Agent.

TURN OVER.

# Conditions and Rules, Forming Part of the within Contract.

1. Freight must be removed from the station within twenty-four hours after its arrival, or it will be stored at the owner's risk and expense, and in the event of its destruction or damage from any cause while in the depot, it is agreed that said corporation shall be liable only as warehousemen.

2. Storage, at customary rates, will be charged for all property not taken from the warehouse within twenty-four hours after arrival.

3. No Bank Bills, Drafts, Notes, Deeds, Contracts, evidence of property, or other writings will be received or carried, nor is any agent or employe authorized to take charge or custody of any such articles.

4. Gunpowder and combustible articles of any description will be taken only on special terms and rates, and special notice must be given if any such articles be contained in packages offered.

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 delivery is to be made. The Company will in no case be responsible for loss or damage which might have been avoided by more careful packing. All property is subject to cooerage when necessary, and when cooerped, reasonable charge will be made therefor and added to the freight charges.

6. 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.

7. Charges on lettered marble and perishable property must be prepaid.

8. The Corporation does not undertake to carry property by any particular train, nor in time for any particular market, nor will it be responsible for any loss or damage arising from delay however occasioned; but will forward consignments with reasonable dispatch.

9. Goods or property consigned to any place off the Campany's line of road, or beyond its termini, will be sent forward by a carrier or freight-man, when there is such known to the station agent at point where this consignment leaves the custody of carrier issuing this bill of lading, willing to receive the same for transportation, the Company acting for the purpose as the agent of the consignor or consignee, and not as carrier, and incurring no responsibility for any loss or injury to property after it has been sent forward or tendered to such carrier or freight-man for transportation.

10. 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 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 hereof. In case the property herein described or any part thereof be perishable, the charges thereon being unpaid, should appear to be in danger of perishing or deteriorating so as to become of less value than such charges, or the charges thereon being paid, should decay so as to become offensive, this Company may sell such property with or without notice to the shipper, consignee or owner, and upon such notice to the public as this Company shall deem 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 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 transported property shall 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 ninety (90) days after such arrival, 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 the agent or representative of the Company afford the best market for such articles at the time of sale, upon notice, which shall be published in some newspaper printed in the English language 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 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.

11. No carrier or party in possession of any of the property provided for in this bill of lading shall be liable for any loss thereof, or damage thereto, from causes beyond its control, or by floods, fire, quarantine, riots, strikes, stoppage of labor, leakage, breakage, chafing, crushing, loss in weight, changes in weather, heat, frost, wet or decay, rust of metals or metallic goods, escape of bees, live poultry or live fish, tearing of fabrics in bales, fermentation of liquids, chipping of stone or manufactures thereon, injuries of live animals to themselves or each other, or from any cause to property carried on open cars, nor for loss or injury to packages, the contents of which are unknown, nor for loss of grain, coffee in bags, or rice in tierces, nor for the loss of nuts in bags, or lemons or oranges in boxes, or other fruit in boxes or baskets unless covered by canvas, nor for any loss or damage resulting from the acts of God, nor any other unavoidable cause, NOR FOR LOSS OR DAMAGE ON THE RIVERS OR SEAS TRAVERSED BY THE LINES OF THE CARRIER. When contents of packages are not correctly represented by shipper, the rates given above will be void, and the published rates of the carriers furnishing the transportation is guaranteed by the shipper instead. When the words "Owner's Risk," or the initials "O. R." are noted on this Bill of Lading, the shipper assumes the risk of all damages to the property herein described not only as specified in this bill but from all causes not attributable to the carelessness or neglect of the carrier, its agents or employes.

12. This agreement is in consideration of the rate hereby allowed, and in case shipper declines to accept any of the conditions hereof an additional charge of twenty per cent will be made.

13. IT IS FURTHER AGREED, That in case of any loss, detriment or damage done to or sustained by any of the property herein receipted for during such transportation, whereby any legal liability or responsibility shall or may be incurred, the Carrier alone shall be held answerable therefor in whose custody the same may be at the time of the happening of such loss, detriment or damage, and the Carrier so liable shall have the full benefit of any insurance that may have been effected upon said goods.

14. IT IS FURTHER AGREED, That in the event of the loss of any property, for which the Carriers may be responsible under this Bill of Lading, the value of the same at the point and time of shipment is to govern the settlement of the same, except shipments under an agreed value, and as to the latter, it is agreed in consideration of rate hereby given that in the event of the loss of the whole or any part thereof the value of the same is accepted by consignor, consignee and owner as fixed at the price named in the contract.

15. The Carrier will not be responsible for damage to Tobacco, unless it is proved to have occurred during the time of its transit over its line, and by reason of the negligence of the Carrier and of this, notice must be given within thirty hours after the arrival of the same at destination.

16. Freight shall be paid upon the weight indicated by the Carrier's scales. Goods in bond shall be subject to Custom House regulations and expenses.

17. The terms "Carrier," "Corporation," or "Company," as used in this instrument, shall extend to every Company or person into whose custody the said property shall pass in process of transportation to the place of consignment; and each and every Carrier shall be entitled to the benefit of the stipulations and conditions hereof.

NOTICE—In accepting this Bill of Lading, the shipper and the owner of the property carried expressly accepts and agrees to all its stipulations, exceptions and conditions.

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

THIS BILL OF LADING must be presented without alteration or erasure.