

## THE WABASH RAILROAD COMPANY.

## BILL OF LADING.

ORIGINAL.

The following packages, marked and numbered as per margin, to be transported by the said THE WABASH RAILROAD COMPANY,

and the forwarding lines with which it connects, until the same shall have reached the point named in the margin of this

Jan 29 1903

contract, on the following express terms and conditions, to wit: First-The Wabash Railroad Company and forwarding lines with which it connects, and which may receive said property, shall not be liable for any damage secasioned by improper packing, or from the leakage or breakage of packages, or for any loss or damage occasioned by wet, dirt, fire or loss of weight, or for any soss, damage or delay of goods occasioned by the breaking down of bridges, or from the failure or breaking of machinery or cars, or from mob violence, strikes upon railroads, Second—It being known by the parties hereto, that the goods received and to be transported under this bill of lading are in their nature perishable, and liable to injury from unavoidable delays, as well as to unavoidable injury while being loaded, unloaded and transported; it is therefore agreed, that said Railroad Company and its connecting lines shall not be required to forward and deliver the same at their destination within any specified time, or to give them a preference over other freights or the goods of other parties, and that neither said Railroad Company nor its connecting lines shall be responsible for any damage occasioned from heat or cold, or from decay, or deterioration in value or quality, while awaiting shipment or while in the cars of said Railroad Company and placed in the cars, boats or other vehicles of any other person or company, to be forwarded to their destination, or for any injury or damage from heaters while being loaded unloaded or transported. breakage while being loaded, unloaded or transported. Third.—All goods received under this contract will be subject to correction of weight and classification, also to all necessary cooperage at the owner's cost, and said Railroad Company shall not be held accountable for any damage to or deficiency in packages, after the same shall have been receipted for, in good order, by consignees of their agents, or the next succeeding carrier. Fourth.-Consignees are to pay freight and charges upon goods, in lots or parts of lots, as they are delivered to them; but in case any goods are delivered without payment of charges, then said Railroad Company shall have a lien upon, and may retain all other goods of the same shipper, consignee or owner, in satisfaction of such arrearages, whether covered by this or any other bill of lading. Fifth. -It is further stipulated and agreed, that no claim for loss or damages which may accrue to the owner of the goods herein named shall be allowed or paid by this Railroad Company or any connecting line, unless such claim shall be made by the owner or his agent, in writing, verified by affidavit setting forth the nature and extent of such loss or damage, and so verified, delivered, or forwarded by mail to the FREIGHT CLAIM AGENT of this Railroad Company, at St. Louis, Mo., within five days after such goods arrive at their destination. Sixth.—It is further agreed that the amount of loss or damage accruing to the owner of said goods, in so far as the same shall fall upon this or any connecting carrier, shall be computed at the value or cost of said goods at the place and time of shipment, and that the railroad company or carrier paying such loss shall have the full benefit of any insurance that may have been effected upon or on account of said goods. Seventh .- It is further agreed that the goods herein named are subject to any transfer charge that may result from car being loaded more than 4,000 pounds above its marked capacity, said transfer charge to be added to freight charges and collected from consignees. Eighth —After the arrival of the goods herein named, at the station or depot of delivery, said Railroad Company and connecting lines shall thereafter be held liable as warehousemen only, and, unless said goods are received by the consignee within twenty-four hours after their arrival, they may be removed and stored at the owner's expense Ninth.—It is further agreed that unless this bill of lading shall be delivered to the agent of said Railroad Company or its connecting lines at the destination of said goods, on or before their arrival at said point, then said Railroad Company or such connecting line is hereby authorized to deliver said goods to the consignee, and after said delivery there shall be no longer any responsibility for or on account of this bill of lading, or for or on account of any endorsement, assignment or transfer thereof.

Tenth.—It is mutually agreed that this bill of lading is not negotiable unless the word "order" without any condition or limitation, other than the name of the party to be notified of the arrival of the property at its destination, is written immediately before the name of the party to whose order the property is consigned, and that when the word "order" is so written this bill of lading shall be negotiable, and must be surrendered before the delivery of the property.

Eleventh.—All carload freight shall be subject to a minimum charge for trackage and rental of one dollar per car for each twenty-four hours detention or fractional part thereof after the transfer of forty-such hours from its arrival at destination. NOTICE.—In accepting this contract, the Shipper, or other agent of the property carried, expressly accepts and agrees to all its stipula. tions and conditions. Bells of Lading, all of this tenor and date, one of which being accomplished, the - IN WITNESS WHEREOF, the agent has affirmed to ... others to stand void. This contract to be presented without Alteration or Erasure. MARKS, CONSIGNEE AND DESTINATION. DESCRIPTION OF ARTICLES. WEIGHT. SUBJECT TO CORRECTION. From Subject to the classification of CONNECTING lines Through @ per 100 lbs. 1st class. 3d 66 66 6th Special. per Barrel. .....per Car of No single shipment, however small, will be taken for less than the amount allowed by Agent. the rules of tariff governing same.



## The Wabash Railroad Company.



HARRY E. MOORES, General Agent, Passenger Department. Office of General Agent Passenger Department.

Omaha, Neb., aug. 29th. 1901 190

Mr. C. H. Bluck,

Buffalo, N.Y.

Dear Sir :-

I have your favor 26th. and contents noted. I regret you have had trouble with your ticket and I have today written Mr. R. F. Kelly, Genl. Agent, Wabash R.R., Buffalo, sending him your ticket and will try and have him arrange in some way, to see that you are carried through. Kindly call at his office showing him this letter.

