



CALCO CHEMICAL DIVISION  
AMERICAN CYANAMID COMPANY

GENERAL OFFICES  
BOUND BROOK, N. J.

GLOUCESTER WORKS

FOOT OF WATER STREET  
GLOUCESTER CITY, N. J.

March 1, 1948

The Pennsylvania-Reading  
Seashore Lines  
Gloucester City, New Jersey

Attention: Mr. R. J. VanMeter, Agent

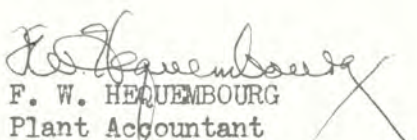
Gentlemen:

Enclosed is O.D.T. Special Permit No. R-5612-E. Under this permit we are allowed to load freight cars containing a minimum of 40,000 pounds each, provided not more than one car is forwarded in each 30-day period containing this minimum weight to the same consignee at the same destination.

This permit is effective at once and will remain in effect until August 31, 1948. This permit is for your files.

Very truly yours,

CALCO CHEMICAL DIVISION  
AMERICAN CYANAMID COMPANY

  
F. W. HEQUEMBOURG  
Plant Accountant

FWH:taf  
enc.

(Uniform Domestic Order Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, March 15, 1922, as amended August 1, 1930, and June 15, 1941.)

## UNIFORM ORDER BILL OF LADING

Shipper's No. P-521

ORIGINAL

Agent's No. \_\_\_\_\_

## ATLANTIC COAST LINE RAILROAD COMPANY

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

JUN -7 1957

at 5416 CLEWISTON, FLORIDA, 195from UNITED STATES SUGAR CORPORATION

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

Consigned to ORDER OF UNITED STATES SUGAR CORPORATIONDestination GLOUCESTER NEW JERSEY

State of \_\_\_\_\_

County of \_\_\_\_\_

Notify B GOODMAN & SONSAt GLOUCESTER NEW JERSEY

State of \_\_\_\_\_

County of \_\_\_\_\_

Route ACL FEC ACL PINNERS POINT PRR PAVONIA PRSL

Delivering Carrier \_\_\_\_\_

Car Initial SALCar No. 17600

| No. Packages | DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS                                                                                                                        | *WEIGHT<br>(Subject to Correction) | CLASS<br>OR RATE | CHECK<br>COLUMN |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------|-----------------|
|              | C/L <u>300</u> Bales Floor Kane Dehydrated                                                                                                                                    |                                    |                  |                 |
|              | Ground Sugar Cane Pith                                                                                                                                                        | 30000                              | 67¢              | \$201.00        |
|              |                                                                                                                                                                               |                                    | TAX              | 6.03            |
|              |                                                                                                                                                                               |                                    |                  | \$207.03        |
|              | Shippers load, count and weight                                                                                                                                               |                                    |                  |                 |
|              | Seals ACL <u>S-599971-72</u>                                                                                                                                                  |                                    |                  |                 |
|              | 40 Ft Cars Ordered                                                                                                                                                            |                                    |                  |                 |
|              | ACCREDITED<br>AT GLOUCESTER, N. J.<br>JUN 17 1957<br>On <u>17600</u> per <u>[Signature]</u>                                                                                   |                                    |                  |                 |
|              | THIS SHIPMENT IS CORRECTLY<br>DESCRIBED. CORRECT WEIGHT IS<br>LBS.<br>SUBJECT TO VERIFICATION BY<br>THE SOUTHERN WEIGHING AND<br>INSPECTION BUREAU ACCORDING<br>TO AGREEMENT. |                                    |                  |                 |

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Fully Prepaid

Received \$ \_\_\_\_\_ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per \_\_\_\_\_  
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

\$ \_\_\_\_\_

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per \_\_\_\_\_

101621R

United States Sugar Corporation Shipper.

W. W. PERRY Agent.

Per [Signature]

Per \_\_\_\_\_

Permanent postoffice address of shipper

Clewiston, Florida

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or order of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Provided, That if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigned or diverted by an agent who has furnished the carrier in the reconignment or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsignor or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsignor or diverter shall himself be liable for all such charges.

If a shipper or consignor of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, a delivering carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the carrier to such party without such payment, such shipper or consignor shall not be liable (as shipper, consignor, consignee, or otherwise) for such transportation charges but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has given to the carrier erroneous information as to who the beneficial owner is, such shipper or consignor shall nevertheless be liable for such additional charges. If the shipper or consignor has given to the delivering carrier erroneous information as to who the beneficial owner is, such shipper or consignor shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph, and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the line-haul carrier making ultimate delivery.

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Where delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from the perils of the seas, or from the perils of the lakes, or from the perils of the rivers, or from the perils of the harbors, or from the perils of the coast, or from the perils of the navigation, or from the perils of the voyage, the shipper, consignee and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

(Revised June 15, 1941)

W. H. HENDERSON, Freight Traffic Manager, Wilmington, N. C.

J. S. DAVIS, Auditor of Freight Receipts, Wilmington, N. C.

C. L. HINNANT, Freight Traffic Manager, Wilmington, N. C.

H. F. HARRIS, Freight Claim Agent, Wilmington, N. C.

## (PRESCRIBED BY THE INTERSTATE COMMERCE COMMISSION)

Shipper's No. \_\_\_\_\_

Agent's No. \_\_\_\_\_

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

Aug 27, 1957

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

Delivering Carrier P.P.R. Car Initial PKR Car No. 76336

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$\_\_\_\_\_ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per \_\_\_\_\_  
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

\$ \_\_\_\_\_ 00412

\*If the shipment moves between two ports by a carrier by water, the bill requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

ner

Spinner

Per

Agent

Per

Permanent post-office address of shipper Portsmouth N.H.

# CONTRACT TERMS AND CONDITIONS

- Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
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- (c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.
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- Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charges for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
- (b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; Provided, That the carrier shall have first mailed, sent, or given to the consignee notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.
- (c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; Provided, That if time serves for notification to the consignee or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.
- (d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to bridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.
- (f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.
- Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.
- Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the freight and all other lawful charges, except that if the consignee stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignee (except as hereinafter provided) shall not be liable for such charges. Provided, That, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignee, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those bills against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him; if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignee, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigned or diverted by an agent who has furnished the carrier in the reconsignment or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsigner or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsigner or diverter shall himself be liable for all such charges.
- If a shipper or consignee of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, a delivering carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the carrier to such party without such payment, such shipper or consignee shall not be liable (as shipper, consignee, consignee, or otherwise) for such transportation charges but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has given to the carrier erroneous information as to the beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignee has given to the delivering carrier erroneous information as to who the beneficial owner is, such shipper or consignee shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the line-haul carrier making ultimate delivery.
- Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.
- Where delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.
- Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.
- Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 13, 1903, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water.
- (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.
- (c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from any defect in hull, machinery, or appurtenances whether prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, transship, or lighten, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it is necessary or is usual to carry the same upon deck.
- (d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.
- (e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.
- (f) The term "water carriage" in this section shall not be construed as including lightering in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.
- Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

UNIFORM ORDER BILL OF LADING—ORIGINAL  
GEORGIA RAILROAD367-2692  
Shipper's No. 1

RECEIVED. subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

FROM: STONE MOUNTAIN GRIT COMPANY, INC. AT LITHONIA GA. **Sept. 9, 1957**

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

Order of Stone Mountain Grit Co., Inc.

(Mail or street address of consignee—For purpose of notification only.)

Consigned to

Gloucester, New Jersey

Destination

B. Goodman &amp; Sons

Notify

at

Gloucester, New Jersey

Route

Dely. Carrier

Car No. and  
Initial

NC&amp;STL 18377

| No. Packages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Unit | DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS. | Class or Rate | *WEIGHT (Subject to Correction) | Chk. Col. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------|---------------|---------------------------------|-----------|
| 750                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 80s  | 30.00 Tons Crushed Stone                                |               | 60,375                          |           |
| 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 25s  | .50 Tons Crushed Stone (NO CHARGE)                      |               | 1,010                           |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |                                                         |               | 61,385                          |           |
| <p>Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:</p> <p>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p> <p>(Signature of Consignor)</p> <p>If charges are to be prepaid, write or stamp here, "To be Prepaid."</p> <p><b>PREPAID</b></p> <p>Received \$ _____ to apply in prepayment of the charges on the property described hereon.</p> <p>Agent or Cashier</p> <p>Per _____ (The signature here acknowledges only the amount prepaid.)</p> <p>Charges Advanced:</p> <p>\$ _____</p> |      |                                                         |               |                                 |           |

SHIPPERS LOAD AND COUNT

**ACCOMPLISHED**  
At Gloucester Station  
On SEP 10 1957 19 10 PM  
Freight Bill No. 18377

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

1 STONE MOUNTAIN GRIT CO., INC., Shipper, Per as Geo D Bell Agent, Per \_\_\_\_\_  
Permanent post-office address of shipper, LITHONIA, GA.

# ENDORSEMENTS

Stone Mountain Drift Co., Inc.  
By Rogers Chapman  
Wm. A. M.  
C. D.

## CONTRACT TERMS AND CONDITIONS

**Sec. 1.** (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the acts of public authority, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of a warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after the notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given and after placement of the property for delivery at destination. The carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the tender of delivery of the property to the party entitled to receive it has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession) the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine, the property may be discharged at risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations for authorities, or for the carrier's dispatch, at nearest available point in carrier's judgement, and in any such case carrier's responsibility shall cease when the property is so discharged, or the property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owner of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities, even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shippers shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

**Sec. 2.** (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the recovering or delivering carrier or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: **Provided**, That the carrier reimburse the claimant for the premium paid thereon.

**Sec. 3.** Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coopers and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or leased elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

**Sec. 4.** (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vehicle warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed and stored in a warehouse at the point of delivery or at other available point, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage.

(b) Where non-perishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, upon tender of delivery or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: **Provided**, That the carrier shall have first mailed, sent or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published a description of the property, the name of the party to whom consigned and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: **Provided**, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: **Provided**, That if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence required, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

**Sec. 5.** No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs, unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

**Sec. 6.** Even if a party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

**Sec. 7.** The owner or consignee shall pay the transportation and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading, until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of the bill of lading that the carrier shall not make delivery without requiring payment of such charges, and the carrier consents to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: **Provided**, That where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

**Sec. 8.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

**Sec. 9.** (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of Congress of the United States, approved on February 13, 1893, and entitled "An Act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, transship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the ship-owner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors or lakes when performed by or on behalf of carriers other than water.

**Sec. 10.** Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

Camden, N. J., October 10, 1957.  
File: GR-2614.

J. Flynn, Agent,  
Gloucester, N. J.

Confirming my telephone conversation with you on October 7, 1957,  
kindly note attached hereto order notified bill of lading covering delivery  
of car LV 5156 consigned to order of Cargill Inc. Notify B. Goodman & Sons,  
your station.

W. M. Hansford,  
General Freight & Passenger Agt.

ORIGINAL

## UNIFORM ORDER BILL OF LADING

CARRIER

PRR

CARRIER'S NO.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

DATE

10-2-57

SHIPPER'S NO.

At

BUFFALO, NEW YORK

From

CARGILL, INCORPORATED

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all, jointly owned property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of the property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

CONSIGNEE TO ORDER OF CARGILL, INCORPORATED

DESTINATION

Gloucester,

STATE

NOTIFY

B. Goodman &amp; Sons

AT

Same

STATE

ROUTE

PRR PRSL

DELIVERING CARRIER

CAR INITIAL

N. J.

LV

WEIGHT  
(Subject to Convention)CLASS OR  
RATECHECK  
COLUMNSubject to Section 7 of Conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

CARGILL, INCORPORATED

EGG

per If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Received \$ to apply in prepayment of the charges on the property described hereon.

per (The signature here acknowledges only the amount prepaid.)

Charges advanced: \$

Bulk Corn \* 2000 Bushels

Ex Rail Grain

LFVC

THIS SHIPMENT IS CORRECTLY DESCRIBED. CORRECT WEIGHT IS

Grain Doors Used

Cap. Car Ordered

Cap. Car Furnished

Ex. Elevator

SUPR.

BUFFALO CORN EXCHANGE  
OFFICIAL WEIGHTS

"Shipper's Imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

Shipper: CARGILL, INCORPORATED

By EGG

General Office—Grain Exchange Building  
MINNEAPOLIS 15, MINNESOTA

Agent

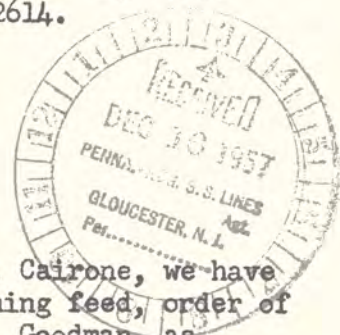
By

INBOUND

TRANSIT NO.



Camden, N. J., December 11, 1957.  
File: G.F. 2614.



J. Flynn, Agent,  
Gloucester, N. J.

Confirming my telephone conversation with your Mr. Cairone, we have received instructions to release car NYC 159613 containing feed, order of Cargill Inc., without surrender of bill of lading to B. Goodman, as Mr. Norris, District Sales Manager of the Pennsylvania Railroad, Baltimore, Maryland is holding Bond of Cargill Inc. in the amount of \$2900.

Upon receipt of original order bill of lading by you, will you please contact this office. ✓

W. M. Hansford,  
General Freight & Passenger Agent.

1947

UNIFORM ORDER BILL OF LADING—ORIGINAL

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AT **Toledo** OHIO FROM **ANDERSON ELEVATOR COMPANY**

#1

DATE **December 3rd, 1957** NAME OF **PENNSYLVANIA R.R.** CARRIER

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading property indorsed shall be required before the delivery of the property. Inspection of property covered by this Bill of Lading will not be permitted unless provided by law or unless permission is indorsed on this original Bill of Lading or given in writing by the shipper.

CONSIGNEE TO ORDER OF

**R. F. Cunningham & Company, Inc.,**

DESTINATION **EXXON Gloucester,** STATE **New Jersey** COUNTY

NOTIFY

**B. Goodman & Sons**

AT **EXXON Gloucester,** STATE **New Jersey** COUNTY

ROUTE

**PRR - PRSL Delivery**

DELIVERING CARRIER

CAR INITIAL

NO.

**NYC**

**159613**

NUMBER PACKAGES

KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS

\* WEIGHT (SUBJECT TO CORRECTION)

**Bulk Corn**

**112,000**

**For Milling and Mixing in Transit.**

**93 GLOUCESTER, N.J.**

CAP. CAR ORDERED

CAP. CAR FURNISHED

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

**ANDERSON ELEVATOR CO.**  
**FLGJR**

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "TO BE PREPAID"

Ree'd. \$ to apply in prepayment of the charges on the property described herein

AGENT OR CASHIER

Per

(The signature here acknowledges only the amount prepaid.)

CHARGES ADVANCED

\$

\* IF the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."  
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

**Toledo Board of Trade**  
**OFFICIAL WEIGHTS**

ORIGIN OF SHIPMENT

| RECORD NO. | CITY OR TOWN       | STATE | DATE     | PREVIOUS TRANSIT | INITIAL | NUMBER | ROAD | COMMODITY | THRU RATE | PAID IN RATE | BALANCE | WEIGHT  |
|------------|--------------------|-------|----------|------------------|---------|--------|------|-----------|-----------|--------------|---------|---------|
| 196061     | Lima, Ohio         |       | 11-13-57 |                  | PRR     | 87360  | PRR  | Corn      | 51½       | 20½          | 31      | 17,278  |
| 196062     | Upper Sandusky, O. |       | 11-11-57 |                  | PRR     | 123332 | "    | "         | "         | "            | "       | 94,722  |
|            |                    |       |          |                  |         |        |      |           |           |              |         | 112,000 |

SHIPPERS CERTIFICATE—TENDER IS HEREBY MADE TO THE (OUTBOUND CARRIER)

OF (INBOUND CARRIER)

FREIGHT BILLS

as listed above for the purpose of securing reshipping privilege and transit rate on commodity covered thereby.

This tender is made with a guarantee on our part that such

privilege may be granted in conformity with rules of said railway, which have been read and with which we are familiar.

TRANSIT TARIFF NO.

I. C. C. NO.

EFFECTIVE

**ANDERSON ELEVATOR CO.**

**Gov. Tariff**

SHIPPERS SIGNATURE

**ANDERSON ELEVATOR CO**

SHIPPER

AGENT

PER

PER

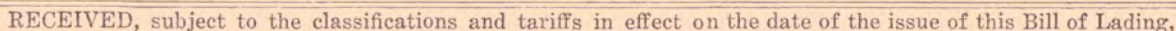
**FLGJR**

PERMANENT POST OFFICE OF SHIPPER—MAUMEE, OHIO

Rate shown hereon to be applied only when authorized by the Eastern Weighing and Inspection Bureau.

**Authorized**  
**E. W. & I. BUREAU**

... ..



Shortsville, N.Y.

12/4/57

194

from R.B. Crowell & Son Inc.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER BILL of Lading properly indorsed' shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill or lading or given in writing by the shipper.

Consigned to **ORDER OF** **B. R. B. Crowell & Son Inc.**

Destination Gloucester State of N.J. County of \_\_\_\_\_

B.M. Goodman & Son

Notify \_\_\_\_\_

At Gloucester State of N.J. County of \_\_\_\_\_

Route \_\_\_\_\_

Delivering Carrier \_\_\_\_\_ Car Initial NRP Car No. 6532

| No. Packages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS | *WEIGHT<br>(Subject to Correction) | CLASS<br>OR RATE | CHARGE<br>COLUMN |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|------------------------------------|------------------|------------------|
| C/L                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Baled hay                                             | 24530 #                            |                  |                  |
| <p>"I hereby certify that the actual weight of Hay or Straw, loaded in Car No. 24530 is 24530 pounds and I will permit verification of same and of weights of other cars of Hay or Straw shipped by me by a representative of the carrier of the Railroad Freight Inspection Bureau."</p> <p>At 93 GLOUCESTER, N. J.<br/>On 12/9/1907<br/>Freight Bill No. 5720</p> <p>RECEIVED<br/>THE N. Y. C. &amp; N. H. CO.<br/>SHORTSVILLE, N. Y.</p>                                                                                                                                                                                                           |                                                       |                                    |                  |                  |
| <p>*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."</p> <p>NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.</p> <p>The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____</p>                                                                                                                                                                                |                                                       |                                    |                  |                  |
| <p>Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:</p> <p>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p> <p>(Signature of Consignor)</p> <p>If charges are to be prepaid, write or stamp here, "To be Prepaid."</p> <p>Received \$ _____ to apply in prepayment of the charges on the property described hereon.</p> <p>Agent or Cashier</p> <p>Per (The signature here acknowledges only the amount prepaid.)</p> <p>Charges Advanced: \$ _____</p> |                                                       |                                    |                  |                  |

4①3315

R.B. Crowell & Son Inc.

Shipper

Agent

Per Gordon B. Crowell  
Manchester, N.Y.

Per

Permanent post-office address of shipper.

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.  
(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination, or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damages to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant, hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance; Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coopers and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder).

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive, it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; Provided, That the carrier shall have first mailed, sent, or given to the consignee notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; Provided, That if time serves for notification to the consignee or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold; hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the freight and all other lawful charges, except that if the consignee stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges, and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignee (except as hereinafter provided) shall not be liable for such charges. Provided, That, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignee, such consignee shall not be liable legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsignee or diverted by an agent who has furnished the carrier in the reconsignment or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsignee or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsignee or diverter shall himself be liable for all such charges.

If a shipper or consignee of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, the carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the carrier to such party without such payment, such shipper or consignee shall not be liable (as shipper, consignee, or otherwise) for such transportation charges but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has given to the carrier erroneous information as to who the beneficial owner is, such party shall nevertheless be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the line-haul carrier making ultimate delivery.

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Where delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.  
Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common or special tariff, or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water in the protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or, or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it is necessary or is usual to carry the same upon deck.

(d) General Averages shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, consignee and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.  
Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.



ORIGINAL  
UNIFORM ORDER BILL OF LADINGCARRIER **PRR**

CARRIER'S NO.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

**Buffalo, New York**

At

DATE

**7/11/58**From **CARGILL, INCORPORATED**

SHIPPER'S NO.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of the property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

CONSIGNEE TO **ORDER OF CARGILL, INCORPORATED**DESTINATION **Gloucester**STATE **NJ**

COUNTY

NOTIFY **B. Goodman & Sons**STATE **Same**

COUNTY

AT **Same**ROUTE **PRR PRSL**

DELIVERING CARRIER

CAR INITIAL **P&E**CAR NO. **3625**

| NO. PACKAGES                                                                                                                                                                                                                                                                  | KIND OF PACKAGE, DESCRIPTION OF ARTICLES<br>SPECIAL MARKS AND EXCEPTIONS | *WEIGHT<br>(Subject to Correction) | CLASS OR RATE                                                                                                                                                     | CHECK COLUMN | Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:<br>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.<br><b>CARGILL, INCORPORATED</b><br>per <b>CN</b><br>If charges are to be prepaid, write or stamp here, "To Be Prepaid." |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                               | <b>Bulk Oats 2500 Bus.<br/>Ex Lake Grain<br/>LFVC</b>                    | <b>80000</b>                       | <b>local</b>                                                                                                                                                      |              |                                                                                                                                                                                                                                                                                                                                                                                                                        |
| THIS SHIPMENT IS CORRECTLY DESCRIBED. CORRECT WEIGHT IS<br>Grain Doors Used _____ Cap. Car Ordered _____ Cap. Car Furnished _____ Ex. Elevator _____<br><b>Elec.</b>                                                                                                          |                                                                          |                                    |                                                                                                                                                                   |              | Received \$ _____<br>to apply in prepayment of the charges on the property described hereon.<br>_____ Agent or Cashier<br>per _____<br>(The signature here acknowledges only the amount prepaid.)<br>Charges advanced: \$ _____                                                                                                                                                                                        |
| "Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission."                                                                                                                                                            |                                                                          |                                    |                                                                                                                                                                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                        |
| NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____ |                                                                          |                                    | *If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. |              |                                                                                                                                                                                                                                                                                                                                                                                                                        |

Shipper: **CARGILL, INCORPORATED**By **CN**General Office—Grain Exchange Building  
MINNEAPOLIS 15, MINNESOTA

Agent

By

日

Bulk  
Ex L  
VC

[illegible]

indicating the carrier temperature, a distance scale, and wind speed may be incorporated in the design of the instrument. The instrument may be constructed as a hand-held unit, as shown in Figure 1, or as a portable unit, as shown in Figure 2. The instrument may be used in a number of ways. It may be used to determine the carrier temperature of a sample of material, or it may be used to determine the carrier temperature of a sample of material, or it may be used to determine the carrier temperature of a sample of material. The instrument may be used to determine the carrier temperature of a sample of material, or it may be used to determine the carrier temperature of a sample of material, or it may be used to determine the carrier temperature of a sample of material.

[illegible]



## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination, or at the point of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party, entitled to make such stop, or resulting from a defect or vice in the property, or for contrary damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, or for detention, loss, or damage of any kind occasioned by quarantine or enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, to quarantine laws or regulations. The shipper shall hold the carrier harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in any time or other manner than may be determined with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification of tariff upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered. Carrier or not, such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, on or before the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation and lading at owner's cost. Each carrier over whose route cotton or cotton lint is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership and prompt notice thereof shall be given to the consignee, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the point of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided, That the carrier shall have first mailed, sent, or given to the consignee notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it fails to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Provided, That if time serves for notification to the consignee or owner of the refusal of the property or the failure to receive it and compute for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulation of value of the articles are indorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be

liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may be lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the freight and all other lawful charges, except that if the consignee stipulates, by signature, in the space provided for that purpose on the face of this bill of lading, that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignee (except as hereinafter provided) shall not be liable for such charges. If, however, it is stipulated, that, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignee, such consignee shall not be liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) for loss or damage to the property, or for contrary damage to cotton, or from riots or strikes, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment recognized or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignee, or, in the case of a shipment so recognized or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments recognized or diverted by an agent who has furnished the carrier in the recognition or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are released or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the recognizer or diverter has given to the carrier erroneous information as to who the beneficial owner is, such recognizer or diverter shall himself be liable for all such charges.

If a shipper or consignee of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, a delivering carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the carrier to such party without such payment, such shipper or consignee shall not be liable (as shipper, consignee, or otherwise) for such transportation charges as may be assessed by the carrier in connection with such delivery, and for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has been given to the carrier erroneous information as to the beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignee has given to the delivering carrier erroneous information as to who the beneficial owner is, such shipper or consignee shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the line-haul carrier making ultimate delivery.

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

While delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 13, 1903, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, as well as the following subdivisions of this section, and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, transship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it is necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and customs of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

AGRICOL CORPORATION, INC.

*Carl H. Belp*  
*Wm. H. Belp*  
*Wm. H. Belp*

# UNIFORM ORDER BILL OF LADING—ORIGINAL

## GEORGIA RAILROAD

Shipper's No. **373-238**  
181

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

FROM: **STONE MOUNTAIN GRIT COMPANY, INC. AT LITHONIA GA.**

Agent's No.

Date **Sept. 18, 1958**

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

(Mail or street address of consignee—For purpose of notification only.)

Consigned to **Order of Stone Mountain Grit Co., Inc.**

Destination **Gloucester, New Jersey**

Notify **B. Goodman & Sons**

at **Gloucester, New Jersey**

Route

Dely. Carrier

Car No. and  
Initial

**MP 37938**

| No. Packages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Unit | DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS. | Class or Rate | *WEIGHT (Subject to Correction) | Chk. Col. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------|---------------|---------------------------------|-----------|
| 750                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 80s  | 30 Tons Crushed Stone                                   |               | 60,375                          |           |
| <div>STONEMO ASSOCIATES</div> <div><b>ACCOMPLISHED</b><br/>23 GLOUCESTER Station<br/>On SEP. 25, 1958 19/11/58<br/>Freight Bill No. 37938<br/><i>[Signature]</i></div> <div><b>SHIPPERS LOAD AND COUNT</b></div> <div>80,000 CAPACITY BOX CAR ORDERED<br/>100,000 CAPACITY BOX CAR PLACED<br/>FOR CARRIER'S CONVENIENCE</div> <div><b>PAID</b><br/>T.N. BANK<br/>TRUCKS &amp; MECHANICS<br/>11/12/58</div>                                                                                                                                                                                                                                                                              |      |                                                         |               |                                 |           |
| Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:<br><br>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.<br><br>(Signature of Consignor)<br><br>If charges are to be prepaid, write or stamp here, "To be Prepaid."<br><br><b>PREPAID</b><br><br>Received \$ _____<br>to apply in prepayment of the charges on the property described hereon.<br><br>Agent or Cashier<br><br>Per _____<br>(The signature here acknowledges only the amount prepaid.)<br><br>Charges Advanced:<br><br>\$ _____ |      |                                                         |               |                                 |           |

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

1 **STONE MOUNTAIN GRIT CO., INC.**, Shipper, Per *[Signature]* **Geo D Bell** Agent, Per \_\_\_\_\_  
Permanent post-office address of shipper, LITHONIA, GA.

# ENDORSEMENTS

Stone Mountain Lint Co., Inc.  
By Rogers Chapman  
S. Soodnoff & Sons

L 523

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the acts of public authority, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of a warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after the notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given and after placement of the property for delivery at destination. The carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the tender of delivery of the property to the party entitled to receive it has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine, the property may be discharged at risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations for suitable for the carrier's dispatch, at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when the property is so discharged, or the property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities, even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shippers shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the recovering or delivering carrier or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export), or in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. **Provided**, That the carrier reimburse the claimant for the premium paid thereon.

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Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vehicle warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available point, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage.

(b) Where non-perishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, upon tender of delivery or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. **Provided**, That the carrier shall have first mailed, sent or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; **Provided**, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it fails to receive or claim it, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. **Provided**, That if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence required, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expenses and of caring for and maintaining the property, if proper care of the same requires special expense and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement is made so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the transportation and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading, until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges, and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. **Provided**, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a consignment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of Congress of the United States, approved on February 13, 1893, and entitled "An Act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying all or all of the property herein described shall be at liberty to call at any port or ports, or out of the customary route, to tow and be towed, to transfer, transship, or lighten to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the ship-owner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors or lakes when performed by or on behalf of carriers other than water.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

UNIFORM ORDER BILL OF LADING—ORIGINAL  
GEORGIA RAILROAD COMPANY

Shipper's No. 269-126

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

From **STONE MOUNTAIN GRIT COMPANY** AT **LITHONIA, GA.**

Date **Oct. 2, 1959** Agent's No.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

Order of Stone Mountain Grit Co., Inc.

(Mail or street address of consignee—For purpose of notification only.)

Consigned to

Gloucester, New Jersey

Destination

B. Goodman & Sons

Gloucester, New Jersey

Route

Dely. Carrier

Car No. and  
Initial

C&O 14298

| No. Packages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Unit | DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS. | Class or Rate | *WEIGHT (Subject to Correction) | Chk. Col. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------|---------------|---------------------------------|-----------|
| 960                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 80s  | 38.40 Tons Crushed Granite                              |               | 77,280                          |           |
| 80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 50s  | * 2.00 Tons Crushed Granite                             |               | 4,020                           |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |                                                         |               | 81,300                          |           |
| <div>ACCOMPLISHED<br/>93 GLOUCESTER, N. J.<br/>OCT 8 1959<br/>On.....19.....<br/>Freight Bill No. 14298<br/>Per 11 AM<br/>SHIPPER'S LOAD AND COUNT</div> <div>80,000 CAPACITY BOX CAR ORDERED<br/>100,000 CAPACITY BOX CAR PLACED<br/>FOR CARRIER'S CONVENIENCE</div> <div>PAID<br/>FARMERS &amp; MECHANICS<br/>NATIONAL BANK<br/>WOODBURY, N. J.<br/>OCT 1959</div>                                                                                                                                                                                                                                                                                           |      |                                                         |               |                                 |           |
| Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:<br><br>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.<br><br>(Signature of Consignor)<br><br>If charges are to be prepaid, write or stamp here, "To be Prepaid."<br><br>PREPAID<br><br>Received \$<br>to apply in prepayment of the charges on the property described hereon.<br><br>Agent or Cashier<br><br>Per<br>(The signature here acknowledges only the amount prepaid.)<br><br>Charges Advanced:<br><br>\$ |      |                                                         |               |                                 |           |

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

STONE MOUNTAIN GRIT CO., Shipper, Per *Re*

Permanent post-office address of shipper, LITHONIA, GA.

Agent, Per *Geo D Bell*

2500 SETS-5-49-BEATIE-ATLANTA-49277

**Sec. 10.** Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

# UNIFORM ORDER BILL OF LADING

CARRIER'S NO.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

At MINNEAPOLIS MINNESOTA  
From **CARGILL, INCORPORATED**

DATE \_\_\_\_\_  
SHIPPER'S NO. \_\_\_\_\_

12 23 59  
120

THE PROPERTY described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to said destination, that the bill of lading therefor shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and acceptor for himself or herself.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of the property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

CONSIGNEE TO ORDER OF CARGILL, INCORPORATED

|             |               |
|-------------|---------------|
| DESTINATION | GLOUCESTER    |
| NOTIFY      | AGRICOL CORP. |
| AT          | GLOUCESTER    |
| ROUTE       | SOO EJE NKP P |

STATE N J

COUNTY

STATE N J

COUNTY

DELIVERING CARRIER

CAR INITIAL

CAR NO. 20681

| NO. PACKAGES                                                                                                                                                                                                                                                                  | KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS |                    | *WEIGHT (Subject to Correction) | CLASS OR RATE                                                                                                                               | CHECK COLUMN                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BULK OATS LFSC                                                                                                                                                                                                                                                                | 27 to Chgo<br>11 Pd In<br>16 Bal to Chgo<br>53 Byd<br>69 Thru          |                    | 80,000                          |                                                                                                                                             | Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:<br>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.<br><b>CARGILL, INCORPORATED</b><br>dw/yr |
| THIS SHIPMENT IS CORRECTLY DESCRIBED. CORRECT WEIGHT IS                                                                                                                                                                                                                       |                                                                        |                    |                                 |                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                         |
| Grain Doors Used                                                                                                                                                                                                                                                              | Cap. Car Ordered                                                       | Cap. Car Furnished | Ex. Elevator                    |                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                                                                               | 100                                                                    | PORT CARGILL       |                                 | Subject to verification by the Western Weighing and Inspection Bureau in accordance with Agreement No. 203.<br><b>CARGILL, INCORPORATED</b> |                                                                                                                                                                                                                                                                                                                                         |
| "Shipper's Imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission"                                                                                                                                                             |                                                                        |                    |                                 |                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                         |
| NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____ |                                                                        |                    |                                 |                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                         |
| *If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.                                                                                                             |                                                                        |                    |                                 |                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                         |
| Agent or Cashier<br>per _____<br>(The signature here acknowledges the amount prepaid.)<br>Charges advanced, \$ _____                                                                                                                                                          |                                                                        |                    |                                 |                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                         |

Shipper: **CARGILL, INCORPORATED**

By dw/yr  
General Office—Grain Exchange Building  
MINNEAPOLIS 15, MINNESOTA

Agent.

By

## TRANSIT

PROPORTIONAL RATE

### Transit Operation

## INBOUND REFERENCE

| INBOUND REFERENCE     |           |                                                                                                     |          |        |            |          |              |        |                 |                            |
|-----------------------|-----------|-----------------------------------------------------------------------------------------------------|----------|--------|------------|----------|--------------|--------|-----------------|----------------------------|
| BUREAU NO.            | COMMODITY | BILLED FROM AND ROUTE,<br>Also point of origin, route and W. B.<br>reference if originating beyond. | WAYBILL  |        | CAR        |          | FREIGHT BILL |        | RATE<br>Per CWT | WEIGHT APPLIED<br>OUTBOUND |
|                       |           |                                                                                                     | Date     | Number | Initial    | Number   | Date         | Number |                 |                            |
|                       | SCRG      | SUPERIOR WISC SOO                                                                                   | 11 25 59 | 3404   | MEC 4901   | 12 1 59  | 46581        | 11     | 54,940          |                            |
|                       | EX STR    | ALTADOC 9 29 59                                                                                     | 54940    |        |            |          |              |        |                 |                            |
|                       | SCRG      | SUPERIOR SOO                                                                                        | 11 19 59 | 3267   | NYC 125481 | 11 25 59 | 46285        | 11     | 25,060          |                            |
|                       | EX LK STR | PRINDOC 9 8 59                                                                                      | 52760    |        |            |          |              |        |                 |                            |
|                       |           |                                                                                                     |          |        |            |          | 52,760       | CR     | 27,700          |                            |
| CARGILL, INCORPORATED |           |                                                                                                     |          |        |            |          |              |        |                 |                            |
| AMOUNT OF THIS CREDIT |           |                                                                                                     |          |        |            |          |              |        |                 |                            |

John B. Lewis

Conway

21B 55060 ~~847~~ 12-23-59

Sec. 1. (a) The officer or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereby except as hereinafter provided.

[illegible][illegible]

It is further provided that the following shall be deemed to be a violation of this article: Any person who is required to wear a seat belt while operating a motor vehicle who is not wearing a seat belt while operating a motor vehicle. It is further provided that the following shall be deemed to be a violation of this article: Any person who is required to wear a seat belt while operating a motor vehicle who is not wearing a seat belt while operating a motor vehicle.

[illegible]

UNIFORM ORDER BILL OF LADING—ORIGINAL  
GEORGIA RAILROADShipper's No. 276 - 604  
Agent's No. 5/11/60

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

May 12, 1960

From **STONE MOUNTAIN GRIT COMPANY, INC. AT LITHONIA GA.** Date

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original ORDER Bill of Lading properly indorsed shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on this original bill of lading or given in writing by the shipper.

Consigned to

Destination **Gloucester, New Jersey****B. Goodman & Sons****Gloucester, New Jersey**

Route

Dely. Carrier

Car No. and  
Initial**GA 39635**

| No. Packages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Unit | DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS | Class or Rate | *WEIGHT (Subject to Correction) | Chk. Col. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------|---------------|---------------------------------|-----------|
| 1000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 30s  | 40 Tons Crushed Granite                                |               | 80,500                          |           |
| <p>Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:</p> <p>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p> <p>(Signature of Consignor)</p> <p>If charges are to be prepaid, write or stamp here. "To be Prepaid."</p> <p><b>PREPAID</b></p> <p>Received \$ _____ to apply in prepayment of the charges on the property described hereon.</p> <p>Agent or Cashier</p> <p>Per _____ (The signature here acknowledges only the amount prepaid)</p> <p>Charges Advanced: \$ _____</p> |      |                                                        |               |                                 |           |

SHIPPER'S LOAD AND COUNT

80,000 CRUSHED GRANITE WAS CARRIED  
100,000 CRUSHED GRANITE WAS CARRIED  
FOR CARRIER'S CONVENIENCE

Way bill  
# 41989  
5/12/60

PAID  
MAY 1960  
FARMERS & MECHANICS  
NATIONAL BANK  
WOODBURY, N. J.

RECEIVED  
GLoucester, N. J.  
5-17-60  
No. 39635

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."  
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

1 **STONE MOUNTAIN GRIT CO., INC., Shipper, Per** *W. S. Bell*  
Permanent post-office address of shipper, LITHONIA, GA.

FORM 101

Agent, Per

# ENDORSEMENTS

## CONTRACT TERMS AND CONDITIONS

**Sec. 1.** (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the acts of public authority, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of a warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after the notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given and after placement of the property for delivery at destination. The carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the tender of delivery of the property to the party entitled to receive it has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine, the property may be discharged at risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations for authorities, or for the carrier's dispatch, at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when the property is so discharged, or the property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be alien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities, even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shippers shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

**Sec. 2.** (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the recovering or delivering carrier or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: **Provided**, That the carrier reimburse the claimant for the premium paid thereon.

**Sec. 3.** Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

**Sec. 4.** (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vehicle warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available point, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage.

(b) Where non-perishable property which has been transported to destination hereunder is refused by consignee or party entitled to receive it, upon tender of delivery or where consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: **Provided**, That the carrier shall have first mailed, sent or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: **Provided**, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: **Provided**, That if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence required, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

**Sec. 5.** No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

**Sec. 6.** Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

**Sec. 7.** The owner or consignee shall pay the transportation and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading, until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges, and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. **Provided**, That, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (except as the bill of lading may be billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

**Sec. 8.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

**Sec. 9.** (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of Congress of the United States, approved on February 13, 1893, and entitled "An Act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the ship-owner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lightering in or across rivers, harbors or lakes when performed by or on behalf of carriers other than water.

**Sec. 10.** Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

# PENNSYLVANIA-READING SEASHORE LINES

G. S. 30

(PREPARE ACCORDING TO USE INTENDED)

CUSTODIAN OF RECORDS AT PHILADELPHIA

THERE HAVE BEEN SHIPPED TO YOU, FOR STORAGE:

GENERAL MANAGER Camden, N. J.

THERE ARE ON HAND, FOR IMMEDIATE DESTRUCTION:

PACKAGES OF RECORDS DESCRIBED BELOW

DATE June 25, 1959

SIGNED

TITLE

ADDRESS

93 Gloucester, N. J.

TO BE FILLED IN BY SHIPPER

TO BE FILLED IN BY CUSTODIAN

| SHIPPER'S<br>PACKAGE<br>NUMBER | I. C. C.<br>ITEM NO. | FORM<br>NO. | DESCRIPTION OF RECORDS                  | PERIOD COVERED<br>BOTH DATES INCL. |          | MAY BE<br>DESTROYED |      | LOCATION IN<br>STORAGE HOUSE |         |
|--------------------------------|----------------------|-------------|-----------------------------------------|------------------------------------|----------|---------------------|------|------------------------------|---------|
|                                |                      |             |                                         | FROM                               | TO       | MONTH               | YEAR | SEC. NO.                     | BIN NO. |
|                                | 239-A                | AD 1605     | copies - correction reports             | 1/1/46                             | 12/31/52 |                     |      |                              |         |
|                                | 246                  | AD 1607     | " - Miscellaneous freight charges       | "                                  | "        |                     |      |                              |         |
|                                | 238-D                | AD 1608     | " - Relief of charges - freight         | "                                  | "        |                     |      |                              |         |
|                                | 21-D                 | AD 1612-A   | " - auditors' <sup>of</sup> reports     | "                                  | "        |                     |      |                              |         |
|                                | 242-A                | AD 1623     | " - shipments receipted for by drayman  | "                                  | "        |                     |      |                              |         |
|                                | 242-A                | AD 1624     | " - " delivered by drayman              | "                                  | "        |                     |      |                              |         |
|                                | 242-B                | AD 1629     | " - record of C O D charges collected   | "                                  | "        |                     |      |                              |         |
|                                | 233-A                | AD 3260     | " - waybill copies, outbound carload    | "                                  | "        |                     |      |                              |         |
|                                | 233-A                | AD 3260     | " - " " " less than carload             | "                                  | "        |                     |      |                              |         |
|                                | 249-A                | AD 6264     | " - Daily record, local passenger sales | "                                  | "        |                     |      |                              |         |
|                                | 249-A                | AD 6388     | " - Interline passenger chargeable      | "                                  | "        |                     |      |                              |         |
|                                | 249-A                | AD 6435     | " - Local ticket sales, monthly report  | "                                  | "        |                     |      |                              |         |
|                                | 257                  | OT 158      | " - Monthly grain deer reports          | "                                  | "        |                     |      |                              |         |
|                                | 244B                 | OT 248      | " - Agent's drill sheets for conductor  | "                                  | "        |                     |      |                              |         |
|                                | 257                  | OT 601      | " - Monthly station operation report.   | "                                  | "        |                     |      |                              |         |
|                                | 257                  | OT 610      | " - Miscellaneous ferry cars forwarded  | "                                  | "        |                     |      |                              |         |

IMMEDIATELY

TO BE FILLED IN BY PERSON AUTHORIZED TO DESTROY RECORDS

TO BE FILLED IN BY CUSTODIAN

IN ACCORDANCE WITH AUTHORITY GRANTED BY THE SECRETARY OF THE COMPANY WHOSE RECORDS ARE DESCRIBED ABOVE, I HEREBY CERTIFY THAT SUCH DESCRIBED RECORDS WERE DESTROYED BY Compression ON THIS DATE, AND THAT NO OTHER ACCOUNTS, RECORDS OR MEMORANDA THAN THOSE SO DESCRIBED HAVE BEEN DESTROYED THEREWITH.

SIGNED

TITLE

LOCATION

DATE

THE ABOVE DESCRIBED PACKAGES OF RECORDS RECEIVED AND STORED AS INDICATED:

DATE

SIGNED

CUSTODIAN OF RECORDS AT PHILADELPHIA

## PENNSYLVANIA-READING SEASHORE LINES

G. S. 56

(PREPARE ACCORDING TO USE INTENDED)

CUSTODIAN OF RECORDS AT PHILADELPHIA

THERE HAVE BEEN SHIPPED TO YOU, FOR STORAGE:

GENERAL MANAGER, Camden, N. J.

THERE ARE ON HAND, FOR IMMEDIATE DESTRUCTION:

PACKAGES OF RECORDS DESCRIBED BELOW

DATE June 25, 1959  
 SIGNED J. J. Flynn  
 TITLE Agent  
 ADDRESS Gloucester, N. J.

TO BE FILLED IN BY SHIPPER

TO BE FILLED IN  
BY CUSTODIAN

| SHIPPER'S<br>PACKAGE<br>NUMBER | I. C. C.<br>ITEM NO. | FORM<br>NO. | DESCRIPTION OF RECORDS                                           | PERIOD COVERED<br>BOTH DATES INCL. |          | MAY BE<br>DESTROYED |      | LOCATION IN<br>STORAGE HOUSE |         |
|--------------------------------|----------------------|-------------|------------------------------------------------------------------|------------------------------------|----------|---------------------|------|------------------------------|---------|
|                                |                      |             |                                                                  | FROM                               | TO       | MONTH               | YEAR | SEC. NO.                     | BIN NO. |
| 238-E                          | AD 1303              |             | Copies - Monthly statement of unsettled bills                    | Incl.<br>1/1/46                    | 12/31/52 |                     |      |                              |         |
| 256-A                          | AD 1309              |             | " - Monthly balance sheets - passenger                           | "                                  | "        |                     |      |                              |         |
| 256-C                          | AD 1310              |             | " - <sup>Daily</sup> <del>Monthly</del> balance sheets - freight | "                                  | "        |                     |      |                              |         |
| 245-A                          | AD 1316              |             | " - Demurrage bills.                                             | "                                  | "        |                     |      |                              |         |
| 240-A                          | AD 1333              |             | " - Delivery receipts, carload                                   | "                                  | "        |                     |      |                              |         |
| 240-A                          | AD 1333              |             | " - " " " , Less than carload                                    | "                                  | "        |                     |      |                              |         |
| 245-A                          | AD 1366              |             | " - Monthly demurrage reports, straight                          | "                                  | "        |                     |      |                              |         |
| 245-A                          | AD 1366-A            |             | " - " " " " , Av. agt.                                           | "                                  | "        |                     |      |                              |         |
| 247-E                          | AD 1368              |             | " - Daily track check                                            | "                                  | "        |                     |      |                              |         |
| 245-A                          | AD 1369              |             | " - constmotive placement notices                                | "                                  | "        |                     |      |                              |         |
| 255                            | AD 1450              |             | " - Agents. Consol. daily record, passenger                      | "                                  | "        |                     |      |                              |         |
| 238-A                          | AD 1461              |             | " - Copies of statements of freight charges due                  | "                                  | "        |                     |      |                              |         |
| 245-B                          | AD 1548              | 1543        | " - copies of miscellaneous freight bills                        | "                                  | "        |                     |      |                              |         |
| 243-A                          | AD 1601              |             | " - daily reports, interline forwarded                           | "                                  | "        |                     |      |                              |         |
| 243-A                          | AD 1602              |             | " - " " " , Local forwarded                                      | "                                  | "        |                     |      |                              |         |
| 243-A                          | AD 1603              |             | " - Interline received reports                                   | 2                                  | "        |                     |      |                              |         |

IMMEDIATELY

TO BE FILLED IN BY PERSON AUTHORIZED TO DESTROY RECORDS

IN ACCORDANCE WITH AUTHORITY GRANTED BY THE SECRETARY OF THE COMPANY WHOSE RECORDS ARE DESCRIBED ABOVE, I HEREBY CERTIFY THAT SUCH DESCRIBED RECORDS WERE DESTROYED BY Chemical ON THIS DATE, AND THAT NO OTHER ACCOUNTS, RECORDS OR MEMORANDA THAN THOSE SO DESCRIBED HAVE BEEN DESTROYED THEREWITH.

SIGNED J. J. Flynn TITLE Agent  
 LOCATION Gloucester, N. J. DATE 7/29/59

TO BE FILLED IN BY CUSTODIAN

THE ABOVE DESCRIBED PACKAGES OF RECORDS RECEIVED AND STORED AS INDICATED:

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

CUSTODIAN OF RECORDS AT PHILADELPHIA

## PENNSYLVANIA-READING SEASHORE LINES

DATE June 25, 1959

SIGNED J. J. Plunk

TITLE 401

ADDRESS 93 Glenmont Dr., E. J.

(PREPARE ACCORDING TO USE INTENDED)

CUSTODIAN OF RECORDS AT PHILADELPHIA

THERE HAVE BEEN SHIPPED TO YOU, FOR STORAGE:

GENERAL MANAGER

THERE ARE ON HAND, FOR IMMEDIATE DESTRUCTION:

### PACKAGES OF RECORDS DESCRIBED BELOW

TO BE FILLED IN BY SHIPPER

TO BE FILLED IN  
BY CUSTODIAN

[illegible]

TO BE FILLED IN BY PERSON AUTHORIZED TO DESTROY RECORDS

IN ACCORDANCE WITH AUTHORITY GRANTED BY THE SECRETARY OF THE COMPANY WHOSE RECORDS ARE DESCRIBED ABOVE, I HEREBY CERTIFY THAT SUCH DESCRIBED RECORDS WERE DESTROYED BY Emmahan ON THIS DATE, AND THAT NO OTHER ACCOUNTS, RECORDS OR MEMORANDA THAN THOSE SO DESCRIBED HAVE BEEN DESTROYED THEREWITH.

SIGNED J. J. [Signature] TITLE Agent  
LOCATION Lawrence, S. C. DATE 7/29/59

TO BE FILLED IN BY CUSTODIAN

THE ABOVE DESCRIBED PACKAGES OF RECORDS RECEIVED AND STORED AS INDICATED:

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

CUSTODIAN OF RECORDS AT PHILADELPHIA