

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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property, or for country damage to cotton, or from riots or strikes.
The carrier shall not be liable for the loss of, and expense of
covering 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
route to a port of quarantine, or for the expense of unloading, or for the expense of
so discharged, or property may be returned by carrier at owner's expense to shipping
point, carrying freight both ways. Quarantine expenses of whatever nature or
amount incurred by carrier, or by owner, or by consignee, or by broker, or by
be a lien thereon. The carrier shall not be liable for loss or damage occasioned by
fuzilation or disinfection, or other act required or done by quarantine regulations
or authorities, or for the expense of such act, or for the expense of such act,
or employees, nor for detention, loss, or damage of any kind occasioned by quarantine
or the enforcement thereof. No carrier shall be liable for loss or damage occasioned
by quarantine regulations, or by the expense of such act, or by the expense of such act,
to agents, or officers, as to quarantine laws or regulations. The shipper shall hold
the carrier harmless from any expense they may incur in compliance with quarantine
laws or regulations, or by the expense of such act, or by the expense of such act,
into any place subject to the quarantine laws or regulations in effect at such place
or places, or in times for any particular market, or otherwise than with reasonable
dispatch. Every carrier shall have the right in case of physical necessity to forward
goods to any port, or to any place, or to any place, or to any place, or to any place,
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 by the carrier, the carrier shall not be liable for loss or damage to such
carriage upon which the rate is based, such low value plus freight charges if paid
shall be the maximum amount to be recovered, whether or not such loss or damage

When from negligence or accident to property, claims must be filed in writing with the receiving or delivering carrier, or carrier insuring this bill of lading, or carrier on whom the claim is made, or the carrier or carriers in whose possession the property is at the time of delivery of the property or, in case of export, (lead, tin, and other minerals) within ninety days after delivery at port of export, or, in case of failure to make delivery then within nine months after the date of delivery of the property, or, in case of import, within nine months after the date of receipt of the property at the port of import, or, in case of transit, within nine months after the date of receipt of the property at the port of destination. If the claimant fails to file a written claim against any carrier only within two years and one day from the day when the claimant knew or should have known of the loss or damage to the property, the claimant shall be barred from recovering thereon. If the claimant files a written claim within the time allowed 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, the carrier or carriers shall not be liable for the loss or damage to the property.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall be liable to the extent of the loss or damage to the property sustained upon or on account of said property to the extent to which this shall not avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the

Sec. 3. It is enacted, where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation and boiling at owner's cost. Each carrier over whose route cotton or cotton linters are shipped shall be held responsible for the safe delivery of the same, and shall be held responsible for the same for greater conference in handling or forwarding, and shall not be held responsible for deviation from the route of shipment, or for any delay in delivery, or for any loss or damage to a point where there is a railroad, public or licensed elevator, any (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there to receive the same, and shall be held responsible for the same, and shall be held responsible 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.

Time allowed for cargo not removed by the party entitled to receive it within the free time allowed by tariff, 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 place of delivery, the party entitled to receive it shall be deemed to have accepted the placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of his carrier, subject to the payment of the charges thereon, and the property may be stored in a public or licensed warehouse, or in any other place, and the carrier shall be liable to the cost of the owner, and there held without liability on the part of the carrier, and subject to lien for all freight and other lawful charges, including a reasonable charge for

Where nonperishable property which has been transported to destination hereunder is receivable 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 is received by the carrier, the carrier may, at its option, sell the property by public auction to the highest bidder, at such place as may be designated by the carrier; and that the carrier shall not be liable, and shall not be bound to deliver to the consignee or the party entitled to receive it, any property so sold or disposed of by the carrier; and that it will be subject to sale under the terms of the bill of lading if disposition of the property, the name of the party to whom consigned, or, if shipped order, the name of the party to be notified, and the time and place of sale, occur within the time specified in the bill of lading; and that the carrier shall give notice 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 is to be sold.

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(a) 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 unloading 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 unloading from vessels.

Sec. 6. 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. 7. 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.

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for all such charges.

Notwithstanding the foregoing, the consignor of a shipment of property (other than a prepaid shipment) is also the consignor named in the bill of lading and, prior to the time of delivery, notices, in writing, a delivering carrier by railroad (a) to deliver such property to the consignee named in the bill of lading, (b) to deliver such property to 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 that the consignor, consignee, or shipper, as the case may be, shall be liable for such charges. If the delivering carrier is notified in writing by the shipper or consignee that the shipper or consignee shall be liable (as shipper, consignee, or other party) for such charges, the delivering carrier shall not be liable for such charges. If the delivering carrier is notified in writing by the shipper or consignee that the shipper or consignee shall be liable for such charges, the delivering carrier shall not be liable for such charges. If the shipper or consignee has given to the delivering carrier erroneous information in writing with respect to the party to be liable for such charges, the delivering carrier shall be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in this bill of lading or in any bill of lading or in any bill of lading or in any bill of lading.

The term "delivering carrier" means the first carrier making ultimate

Section 6. The carrier hereunder shall limit the right of the carrier to recover at time of shipment the preparation or guarantee of these 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.

The foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.

Sec. 7. If this bill of lading is issued on the order of the shipper, or his agent, or in connection with another bill of lading, the shipper warrants the accuracy 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, which was entered as a condition precedent to its issuance, if any; as the same were delivered to the carrier in connection with this bill of lading.

§ 1933. (a) In all or any part of said property is carried by water on 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 provisions of the act entitled "An act to regulate commerce by water," approved February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according to carrier by water, and the provisions of the act entitled "An act to regulate commerce by water," approved February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according to carrier by land, shall apply to the property of such carrier, notwithstanding any provision to the contrary in this section, and the condition contained in this bill of lading, inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier.

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(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.