THE PENNSYLVANIA RAILROAD COMPANY

G-400

INSTRUCTIONS FOR THE GOVERNMENT OF FREIGHT AGENTS

SUPERSEDING G-400, DATED MAY 1, 1922 AND ALL SUBSEQUENT REVISIONS

Issued By

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EFFECTIVE JANUARY 1, 1950



GENERAL

BOOKS, BLANKS, STATIONERY AND OTHER STATION SUPPLIES

RULE No.

1. Requisitions for books, blanks, stationery and rubber stamps must be made on the Stationery Storekeeper on Form SK3. Requisitions for other Station supplies must be made on form SK5 and sent to the Supervising Agent for approval and further handling.

For securing of forms of Drafts to be issend by agents and of Station Seals for wax impressions, see Treasury Department Instructions to Agents in T.D. 50.

RATE INFORMATION

2-a. The agent must be prepared to quote any rate in effect from or at his station and non-agency stations for which he does the billing.

The agent must keep, for the inspection of the public, required tariffs applying from or at his station, covering rates on interstate as well as intrastate traffic.

Agent must post form F.D. 3011 in a prominent place for the benefit of the public.

Rates quoted verbally or by telephone may be confirmed in writing. If a shipper, in writing, requests the agent to give him a written statement of rates for which the agent does not have tariffs applicable, acknowledgment must be made promptly by the agent, with advice that the request has been referred to the Division or District Freight Agent for reply direct.

- **b.** Tariffs must be filed on the day they are received. (See Agent's Ready Reference Index.)
- **c.** Rates not covered by tariffs on file should be obtained:

On Coal, Coke and Iron Ore, from the General Coal Freight Agent.

On other freight, from the Division or District Freight Agent.

FREIGHT MILEAGES

3. When a rate is based on mileage, the mileage used must be obtained from Freight Traffic Department Mileage Tariffs.

OWNERSHIP OF FREIGHT IN TRANSIT

4. For Rules covering specific cases of ownership:

See Rule 5—Reconsignment, Reshipment, Reforwarding, and Stoppage in Transit.

See Rule 48-B-Freight to "Order," "Notify," or "Advise."

See Rule 119—Freight to be held at Shipper's Request.

See Rule 121—Reshipment of Freight.

See Rule 125—Freight for an Insolvent Consignee.

RECONSIGNMENT, RESHIPMENT, REFORWARDING AND STOPPAGE IN TRANSIT

RULE No.

Less than carload freight may be reforwarded on the written request of the shipper on surrender of the bill of lading, or reshipped on request of the consignee, as provided for in Rule 121, (Reshipment of Freight). When a request for reforwarding accompanied by bill of lading is received by the origin Agent, it should be forwarded to the agent at destination, or junction point of connecting line if the freight is billed to a junction point. If the shipper is unable to surrender the bill of lading, the request for reforwarding should be referred to the Division or District Freight Agent.

The agent must keep a permanent record of reforwarding orders, showing the exact time received and the action taken thereon.

- **b.** L.C.L. shipments weighing less than 15,000 pounds MUST NOT BE RECONSIGNED except as provided for in reconsigning tariffs. (For Reshipment see Rule 121.)
- c. Carload freight or L.C.L. shipments weighing 15,000 pounds or more, may be reconsigned on the written request of shipper or consignee, as authorized by published tariffs. When a request to divert or reconsign in transit is received by an agent, it must be sent to the Division or District Freight Agent, and must be accompanied by the original bill of lading, or, in its absence, an explanation of the reason for its not being surrendered.

A request to reconsign a car of perishable freight in transit must include specific icing or ventilation instructions. (See National Perishable Protective Tariff.)

d. A request to change the consignee or destination of Coal, Coke or Iron Ore, after the waybill has been forwarded, must be reported:

If in transitto the Superintendent.

If at destination.....to the General Coal Freight Agent, or to the Division or District Freight Agent.

• All changes in the consignee or destination of carload shipments must be reported to the Superintendent of Car Service and the Auditor of Freight Traffic on form A.D. 5291. (See CT-1000 and Rule 160-e.)

CONFISCATION OF COMMERCIAL PROPERTY FOR COMPANY USE

An agent diverting commercial property to Company use must make notation on the waybill showing the date, point of diversion, name of the party authorizing the change, and sign it. The agent at point where confiscation was made must change the waybill, rate and charges to that point, and report waybill in the regular manner, furnishing the agent at original destination with a correction showing the change.

When property is moving on a card waybill, the agent diverting the property must make and sign a notation on the card waybill as indicated above. Card waybill must then be sent to the agent at the point to which car was originally billed, who will attach the revenue waybill to the card waybill and forward them to the agent at the point where the car was taken for Company use (confiscation point). The latter agent must change the waybill, rate and charges to the confiscation point and report it in the regular manner.

RULE No.

6. Cont.

When a shipment is taken for Company use at the junction at which received from another carrier, the agent must return the waybill to the delivering carrier and secure a freight bill covering the charges up to the junction point.

The agent must notify his Division Superintendent and the origin billing agent the name of the party ordering the diversion of the lading (and size if coal or coke), car initial and number, weight, waybill date and number, point of shipment, connecting line from, name of shipper, consignee and destination, point of, date and cause of diversion; also of any demurrage or other charges that have accrued against the shipment. The origin billing agent should be requested to notify shipper.

CHARGES FOR LOADING AND UNLOADING

7. When the Company loads or unloads freight which should be loaded by the shipper or unloaded by the consignee, an amount must be charged as provided for in the Consolidated Freight Classification or tariffs, or as determined by the Superintendent, and reported as "Miscellaneous Freight" to the Auditor of Freight Traffic.

ATTENDANT IN CHARGE OF FREIGHT

An attendant who accompanies freight assumes all risk of injury to his person while in charge of the shipment during its carriage and delivery, and must sign a release on the prescribed form. A male who cannot speak the English language, or is defective in sight or hearing to a marked degree, or a minor, or a female, will not be carried as an attendant. (See Rule 47-o—How to prepare Bill of Lading and Shipping Order, 86-i—The Card Waybill, 87-j—The Revenue Waybill and 159-h-i—Live Stock.)

When a request is made for permission to accompany a shipment as attendant, authority for which is not provided in the Consolidated Freight Classification, Exceptions thereto, National Perishable Protective Tariff or Miscellaneous Services Tariff, the authority of the Superintendent must be secured.

For instructions covering free return of attendants of live poultry see exceptions to Consolidated Freight Classification.

A release or contract executed by an attendant in charge of a shipment other than live stock must be carefully filed by the agent, attached to the shipping order.

ADVERTISING MATTER PROHIBITED

- **9-a.** The agent must not distribute or post catalogues or other advertising matter not issued by this Company, unless authorized by the Superintendent.
 - b. The placing of advertising matter on cars is prohibited and any such advertising matter improperly placed should be removed wherever found.

RULE No.

CORRESPONDENCE

10-α.

One side only of the paper should be used in writing or replying to letters or other communications, and all papers must be dated.

Plain paper should be used in correspondence with officers and agents of The Pennsylvania Railroad.

Printed letter heads must be used in correspondence with the public and foreign lines.

- b. A station number or telegraph call must not be used for the name of α station. The name of the station and of the agent must be written in full.
- c. In replying to correspondence, the agent must show the date, file number, claim number or desk reference, or, in their absence, reference to the subject covered in the communication to which reply is made.
- d. "Agent's Index Number" should be used in correspondence relating to freight tariffs.
- Reference must not be made to more than one subject in any communication.
- £ Rubber Stamps must not be used in signing official papers.
- g. Order bills of lading and bonds of indemnity, when forwarded by mail, must be registered either by R.R.S. or U.S. Mail. Letters of Indemnity and the accompanying substitute security for Order Bills of Lading or other required documents must be handled as directed in T.D. 50.
- **h.** Correspondence must be systematically filed.

FURNISHING INFORMATION FROM STATION RECORDS

The agent must not permit anyone to have access to the records of the station except authorized representatives of the Company and of the Federal, State or Municipal governments, who present proper credentials. When requests for correspondence are made by agents, accountants, or examiners of the Interstate Commerce Commission, such requests shall be complied with. Other requests should be immediately referred to the Comptroller, Dept. 3, for decision.

For specific instructions covering the furnishing of other records to other Government Agencies see Paragraph 3 of A.D. 206.

When an office or agency is visited by a properly authorized representative of the United States Government, State Government or Municipal Government, his arrival must be promptly reported by letter to the General Manager, Comptroller, Superintendent and Division or District Freight Agent, the purpose of the visit being briefly stated, giving name of the representative and the Department he represents.

b. The agent may give to the shipper and consignee, as shown on the way-bill, information respecting their own business. The agent must not disclose to a shipper the name of the ultimate consignee of a shipment reconsigned or delivered to another party on the order of the original consignee; nor shall the agent disclose to a consignee, other than the original consignee, the name of the shipper.

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RULE No.

11.

b. Cont. Applications from the public for special information must be referred to the Division or District Freight Agent.

Copies of waybills, other than those authorized for the use of connecting lines and in connection with interline billing and claims, must not be furnished except by direction of the Auditor of Freight Traffic.

FILING AND PRESERVATION OF CORRESPONDENCE AND RECORDS

- 12-a. The agent must not allow original card or revenue waybills to go out of his possession except by instructions from the Auditor of Freight Traffic.
 - b. Unless the agent is otherwise instructed, records and all other papers and books, after they have served their purpose, must be filed and retained at the station for six calendar years. At the expiration of each calendar year, Form G-56 must be prepared for records more than six years old and forwarded to the Division Superintendent as advice that records are available for destruction.

PROTECTION OF FREIGHT

13. Freight susceptible to damage by the elements must be accorded protection from rain or snow, cold or hot weather. (See Rule 102-b and General Notice 224-B, Code of L.C.L. Rules issued by Superintendents Stations and Transfers.)

Freight of exceptional value and Order Notify Shipments, should be kept in a pen under lock and key, and its protection and disposition supervised by the agent. (See Rule 161-o for bonded freight.)

EMBARGO NOTICES

Embargo notices must be promptly posted. Upon the receipt of embargo notices, which have been delayed in transmittal, a report of such delay must be made to the Superintendent immediately.



Inc.

Receiving 20 to 38

RECEIVING

ARTICLES TO BE SPECIFIED

RULE No.

20-α.

A shipment consisting of several articles must not be receipted for as a "lot," but each article must be specified on the bill of lading and waybill. All less than carload freight should be checked upon receipt. The checking must be shown on the shipping order, and signed with the initials of the tallyman. When the property is loaded by the shipper and it is impracticable for the agent to check the articles, he must write or stamp on the bill of lading and shipping order:

"SHIPPER'S LOAD AND COUNT"

A "clean bill of lading" (a bill of lading receipted by the agent for merchandise in good condition, bearing no damage, shortage or shippers Load and Count notation) will be issued for a shipment loaded by a shipper on a public team track within the station yard, provided written request is made prior to the loading of the car and reasonable opportunity given the agent to check the freight at time of loading.

- b. Property must not be described on a bill of lading as Grain, Lumber, etc., but the commodity must be shown specifically as Wheat, Corn, Oats, Rye, White Pine, Yellow Pine, Poplar, etc. Shipments of Scrap Iron or Steel must be described as Sheet Scrap, Scrap Rolls, Borings, etc. The use of the terms "Merchandise" and "Sundries" is forbidden. (See Rule 87-d, also Consolidated Freight Classification, Exceptions thereto.)
- c. The agent must not act as representative of the shipper for the assembling of freight, nor receive property to be forwarded at carload rate for delivery to more than one consignee, except as otherwise provided for by tariff. (See Consolidated Freight Classification, Exceptions thereto and Rule 118-j.)

TIME, SPECIAL EQUIPMENT OR HOUSING NOT GUARANTEED

21. The agent must not agree to transport freight either by a particular train, in a special kind of car, within a specified time, in time for a particular market, or to place cars of perishable freight in an engine house or in other heated building for protection from cold. The agent must not sign a bill of lading containing such guaranty, or accept cars from connecting lines with such requirements. (See Rules 47-k and 54.)

IMPROPER PACKING—BAD ORDER

22-a. Freight must not be received unless so packed or secured as to bear transportation to destination without loss or damage. (See Rule 73 and Consolidated Freight Classification.)

When a shipment is rejected on account of insufficient packing or insecure packages, all the facts must be reported by the agent to the Division or District Freight Agent.

b. If freight in bad order is accepted from connecting line, it must be recoopered by the agent. The receipt to the connecting line and the waybill must show all exceptions to the condition of the property.

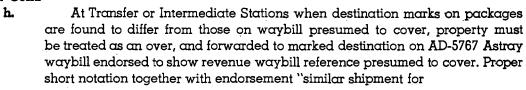
RULE No. 22. Cont.

c. All freight will be subject to charges for necessary boxing, crating, repacking or cooperage, as provided in the bill of lading.

PACKAGES TO BE PLAINLY MARKED

- Each package, bundle or piece of less than carload freight must be plainly and durably marked with the information necessary to carry it to destination and insure proper delivery. Each package of C.O.D. freight must be plainly marked, labelled or tagged by the shipper, showing letters C.O.D. and name and address of shipper and consignee. (See Consolidated Freight Classification and Exceptions thereto.) If there is more than one station within the limits of a city or town, the name of the station at which delivery is desired should be marked on the package and given in the bill of lading and shipping order. Report of shipments rejected in accordance with this rule must be made to the Division or District Freight Agent. Each package of less than carload export freight should be marked with the port of exportation.
 - b. A less than carload "Order" shipment must not be forwarded unless each package is also marked with the words "To Order," and further marked with an identifying symbol or number, which must be shown on the shipping order and bill of lading. (See Rule 48-b.)
 - c. The marks on packages, including serial numbers, must be compared with the bill of lading and shipping order, and correction, if necessary, made by the shipper or his representative. Old shipping marks must be removed or cancelled.
 - d. If there are two or more places of the same name in the same State, the names of both County and State must be given. (See Rule 83-b.)
 - e. Each sack or bale of wool must be plainly marked with paint or shipping tags, showing number and weight of each sack or bale, and this information must be shown on the shipping order, bill of lading and revenue waybill.
 - f. The abbreviations Cal., Col., N. P., U. P., W. P., O/O., C/O and A/C for California, Colorado, Northern Pacific, Union Pacific, Western Pacific, Order of, Care of, Account of, and other abbreviations likely to be misunderstood, must not be used. The words must be written out in full on packages, shipping order, bill of lading and waybill. (See Rule 83-c.)
 - g. When the destination is a point on a Water Line or an Electric Line, or another Railroad whose tariffs are not filed with the Interstate Commerce Commission or the State Commission, the shipment must be marked showing the point at which delivery is to be made to such connection. (See Rule 47-e and Consolidated Freight Classification.)

RULE No. 23. Cont.



(consignee) (marked Destination on packages) checked over from same car," must be placed on the Revenue waybill after which it must be mailed to the billed destination. In event that Agent has developed definitely that billed destination is correct destination, property shall be re-marked and forwarded to billed destination.

i. No reference to the value of the contents should be noted on the container.

NO RESPONSIBILITY FOR FREIGHT NOT RECEIPTED FOR

24. No responsibility will be assumed for freight until delivered to and receipted for by an authorized agent; nor for freight placed at a way station or on a platform where there is no Freight Agent until it is received by the conductor of the train.

A bill of lading or receipt must not be issued for freight until it is in the possession of the Company. (See Rule 47-a.)

STATIONS WITHOUT FREIGHT AGENTS

- 25-a. "Order Notify" shipments, "Notify" or "Advise" shipments and C.O.D. shipments must not be received for delivery at a place where there is no Freight Agent, except when authorized by the Division or District Freight Agent. (See Rules 47-s, 48-c and e.)
 - **b.** A shipment of intoxicating liquor must not be received for delivery at a place where there is no Freight Agent.

CHARGES TO BE PREPAID

26-a. The charges on freight destined to a place where there is no Freight Agent must be prepaid, except on Government Bills of Lading or as provided by tariffs.

If the shipper declines to prepay such charges, the agent must offer to forward the freight to the station nearest destination at which there is a Freight Agent, the shipper being required to erase the old marks and re-mark the shipment for the new destination. If the destination is changed, a new bill of lading and shipping order must be prepared and the old ones destroyed. If the shipper declines to change the destination, the agent must refuse to receive the shipment.

The charges on freight received from a connecting line, destined to a place at which there is no Freight Agent, should be prepaid. If the charges are billed collect or insufficiently prepaid, the property must be accepted and forwarded to destination. The agent reporting the waybill for such shipment must make an effort to collect from the consignee the charges due. If unsuccessful, and the shipment is billed through from point of origin to destination, the waybill must be corrected to read fully prepaid; if rebilled en route, the agent must make claim for relief on A.D. 1608 as instructed in A.D. 206. In the event of cor-

RULE No.

26.

b.Cont. recting charges on shipments billed through, the correction must bear a notation: "Unable to collect from the consignee."

When the charges on freight received from a connecting line, destined to a place at which there is a Freight Agent, have been paid and the amount prepaid is insufficient, the property must be accepted and forwarded to destination.

- c. The agent must require the prepayment of all charges when in his judgment the property offered for shipment would not, at a forced sale, realize the amount of such charges at destination.
- d. Where the Consolidated Freight Classification or tariff requires prepayment of charges on perishable freight, the guaranty of a connecting line or of a responsible shipper may be accepted in lieu of prepayment.

PREPAYMENT TO JUNCTION POINTS

RULE No.

27. Prepayment of freight charges to a junction point at a proportion of a joint rate, or at a local rate when a joint rate is in force to destination, is not permitted, except on property of other carriers as provided in F.D. 335 PRR 1233-E, Agents Index 16, subsequent reissue thereof or special instructions. (See Rule 88.)

ADVANCES

- An agent receiving freight on which advances are demanded must be governed by the Consolidated Freight Classification, Exceptions thereto, or other tariffs. If received from a connecting line and it is apparent that the property will not be worth all the charges at destination, the agent must require prepayment, obtain the guaranty of the connecting line, or decline to receive the shipment.
 - **b.** Advances must be entered in ink or indelible pencil on the bill of lading and described in detail on the waybill.
 - The agent must not refund the whole or any part of the freight charges collected on property which has been accepted by the consignee and which is offered for reshipment. (See Rule 121-a.)
 - **d.** Freight must not be received for shipment subject to the collection of its value, or any part thereof, by the delivering agent except as provided for C.O.D. shipments in Rule 47 of Consolidated Freight Classification.

ARTICLES NOT CARRIED

Valuable or negotiable papers, specie, precious stones, gold or silver or other precious metals, or articles manufactured therefrom, or postage or revenue stamps, or other articles of extraordinary value, must not be received for transportation as freight. The Division or District Freight Agent must be notified when such shipment is rejected. (See Consolidated Freight Classification.)

DANGEROUS AND PROHIBITED COMMODITIES FOR WATER LINES

RULE No.

30.

High Explosives, Gunpowder, and other commodities of a dangerous or inflammable character, will not be received for transportation via Water Lines. For list of dangerous and other prohibited commodities, see tariffs issued in connection with Water Lines.

COMBUSTIBLE COMMODITIES

- 31-a. To avoid the risk of loss by fire, all articles of a combustible character, such as Turpentine, Alcohol, and Petroleum and its products, must be handled with caution. Lights must not be allowed near such packages.
 - b. Automobiles, Gasoline Engines, Oil or Gasoline Stoves, as part of house-hold goods shipments, and other articles requiring inflammable fuel for power, must not be accepted unless complying with the requirements of the Consolidated Freight Classification and the circular of the Bureau of Explosives. Liquids in carboys or drums, or shipments of returned empty carboys or drums, must not be received for shipment unless the caps or stoppers are properly secured to prevent leaking and the necks of carboys are properly protected as required by the Consolidated Freight Classification.
 - c For instructions in regard to the loading and handling of Explosives, Dangerous, Inflammable and Combustible Commodities, See Rule 75 and General Notice 225-B issued by Superintendents Freight Transportation, or subsequent reissue thereof.

BURNT COTTON

When cotton compressed in bales has been on fire, there is always danger of its heating and taking fire again and it must not be accepted unless authorized by the Superintendent; if received, it must be receipted for as "Burnt Cotton." In order that the necessary precaution may be taken to prevent damage to other property, the words "BURNT COTTON" must be written by the forwarding agent on the card or revenue waybills. When a fire occurs in transit, the words "BURNT COTTON" must be endorsed on the card or revenue waybill accompanying the freight.

OFFENSIVE ARTICLES

Glue Stock, Wet Tankage, Offal, Bones with flesh adhering, Fleshings, and waste from slaughtered animals must not be accepted unless treated with lime, salt or other disinfectant at least six days in advance of the shipment. When lime is used, the preparation must be the milk of caustic lime (fresh lime) sufficient to penetrate and thoroughly lime-cure the material. It must then be drained for three days before loading in cars, in order to avoid unnecessary drippage in transit. Such shipments must be inspected and certified by the shipper on the bill of lading and shipping order, as follows:

Original
1-1-50
RULE No.
33.

a. Cont.

Shipper."

If the above requirements have been complied with, these commodities in bulk in carloads must be loaded only in cars especially assigned by the Super-intendent; less than carload shipments may be accepted in water-tight carriers properly headed or with tops covered with heavy burlap securely tied. When burlap is used, the contents must be not less than four inches from the top of carrier.

Cars offered by connecting lines loaded with the above commodities, treated as above, in carloads and less than carloads, will be accepted and moved through to destination.

When applying to the Superintendent for equipment or to the Division or District Freight Agent for the rate on such shipments, the agent must accurately describe the property and specify the locality or district at destination at which delivery is desired. (See Rule 74-d.)

b. Guano, Bonedust, Green Hides, Petroleum and its products, or other offensive articles, must not be placed in cars or at stations with other freight susceptible to damage by contact with them. (See Rule 74 and General Notice 224-B, Code of L. C. L. Rules issued by Superintendents Stations and Transfers or reissues thereof.)

RECEIVED SUBJECT TO DELAY

34. If perishable freight is offered for shipment, and through absence of train service on account of an intervening holiday or some other cause it would be likely to reach destination in a damaged condition, the shipper should be so advised. If the shipper insists on having the property forwarded, a notation must be made on the bill of lading and shipping order:

"RECEIVED SUBJECT TO DELAY"

The facts must be reported to the Superintendent by wire.

STATIONS WITHOUT CARLOAD DELIVERY SIDINGS

35. Packages of extraordinary weight or bulk which cannot be quickly and safely unloaded by trainmen, or carload freight, must not be received for shipment to a point at which there is no carload delivery siding shown in A.D. 80 and Tariffs Applicable.

ARTICLES OF EXTRAORDINARY BULK, WEIGHT OR LENGTH

RULE No.

- **36-a.** If articles of extraordinary bulk, weight or length, not provided for in the Consolidated Freight Classification, are offered for shipment, the agent must, before accepting, apply to the Superintendent for instructions, giving weight, dimensions, destination, route and local delivery desired.
 - b. When applying to the Division or District Freight Agent for a rate on such a shipment, the agent must give similar information.
 - Shippers should be encouraged to furnish needed information in advance, accompanied by a blue print, in order to avoid delay to such shipment.
 - d. A single article exceeding 800 pounds in weight cannot ordinarily be handled by trainmen, and should be loaded to a transfer station, or in a car to "run out" at the destination of such freight.

MAXIMUM WEIGHTS

- 37-a. The maximum weight of the lading of a car for shipment over the Pennsylvania Railroad will be in accordance with General Notice 208-E issued by the Transportation Department or subsequent reissues thereof.
 - b. The combined weight of a car and contents destined to a point on a connecting line should conform to the weight limit of that line. These weight limits will be furnished by the Superintendent on application, when not shown in "Railway Line Clearances and Car Dimensions, Including Weight Limits of Railroads."

HOW TO OBTAIN WEIGHTS

Unless otherwise authorized, carload freight must be weighed and the gross, tare and net weights, also the point at which weighed, must be shown on the waybill in the space provided.

If an estimated weight is used for billing purposes, the waybill must carry the notation "Estimated Weight" and the symbol "E."

When the net (actual) weight is obtained other than by weighing on a track scale, the net weight should be added to the tare weight marked on the car. The gross weight so obtained and the tare and net weights must be entered on the waybill.

A weight furnished by a shipper who has executed "Weight Agreement" will be accepted subject to the conditions therein and the authorized Weight Agreement stamp must be endorsed on the waybill.

A weight furnished by a shipper who has not executed "Weight Agreement" must be verified.

RULE No.

38-Ъ.

Unless otherwise authorized less than carload freight should be weighed and the scale weight entered on the waybill. When less than carload freight is not weighed and is billed at a weight unauthorized by the Consolidated Freight Classification or tariff, the forwarding agent must make a notation on the waybill as "E" (estimated weight), and the delivering agent must weight the property and correct the billing, advising the Auditor and the forwarding agent. The method of ascertaining weight used for billing L.C.L. shipments should be indicated by the following symbols:

R-Railroad Scale

S-Shippers Tested Weights

E-Estimated-Weigh and Correct

T—Tariff Classification or Minimum

When a weight for less than carload freight is authorized by the Consolidated Freight Classification or tariff or covered by "Weight Agreement," such weight and the authority therefor must be entered on the waybill.

- when a car contains freight of different classes or for more than one consignee, and is forwarded on a card waybill, the words "Do not weigh" should be entered thereon.
- When the actual weight of a carload shipment cannot be obtained at the billing point, the estimated weight must be entered on the card waybill or revenue waybill which accompanies the shipment and noted "Estimated," as provided in the form. The car should be weighed on the first available scale or at the first division terminal yard through which the car passes, the scale weight, gross, tare and net, entered on the card or revenue waybill and indicated by the symbol "R," as provided in the form, and the name of the scale and date of weighing in the space "Weighed at." The entries must be made in ink or indelible pencil. The agent at the billing point must not hold revenue waybill awaiting scale weight, but must forward it at once, using estimated weight.

RULE No.

e.Cont. When the lading of a carload shipment consists of an article upon which the tariff, Consolidated Freight Classification or Exceptions thereto authorizes the use of an estimated weight in settlement of freight charges, regardless of actual weight, such estimated weight must be used in billing the shipment and shown under symbol "T" (Tariff or Consolidated Freight Classification.)

Revenue waybill and card waybill, if used, must bear the notation "Do not weigh, Tariff weight."

f. Bulk freight not provided in the Consolidated Freight Classification with a less than carload rating will be accepted subject to carload minimum. The bill of lading and shipping order must bear notation:

"To be forwarded and rated as carload shipment," and such notation must be signed by the shipper.

g. If, after a car containing other than Coal or Coke, has been weighed for billing purposes, it is reweighed at request of the shipper or consignee, no change should be made in the billing based on the weight ascertained by the reweighing, except as provided by tariffs. Should a request be made for a change in the weight not provided by tariffs, the facts should be reported to the Division or District Freight Agent.

If a car of Coal or Coke, upon reaching destination, shows evidence of loss of lading as a result of defective equipment, or accident, or evidence is produced showing that the car has been transferred in transit, and upon reweighing on railroad track scales or track scales tested and approved by the Railroad Companies or Inspection Bureaus a weight less than the original billed weight is ascertained, the freight charges should be assessed on the basis of the weight thus obtained and waybill corrected and reported accordingly, provided the car was originally billed at actual weight. If the car was originally billed at the minimum carload weight, no change should be made in the billing. Wagon scale weights or weights obtained on track scales not approved by the Railroad Companies or Inspection Bureaus, will not be accepted.

If the original billed weight is questioned on a car of Coal or Coke which does not show evidence of loss of lading as result of defective equipment or accident and which has not been transferred in transit, no change should be made in the billed weight, even though a reweighing on railroad or approved privately owned track scales at destination may develop a less weight than that used on the original billing. In such cases, if the consignee demands a reduction in freight charges on the basis of destination weight, he should be asked to pay the charges on the billed weight and present the case for investigation. If the consignee declines to pay freight charges on the basis of the billed weight, the facts should at once be reported to the General Coal Freight Agent who will issue the necessary instructions to dispose of the case.

1-1-50 RULE No. 38. Cont.

weight, the agent at junction point should, by proper notation on the freight bill or waybill, request the agent of the connecting line to have the car weighed, and when actual weight is reported back have correction issued to the scale weight, providing it is not less than minimum required by Consolidated Freight Classification or tariffs. Failure of connecting line to report the actual weight must be promptly reported to the Division or District Freight Agent and the Auditor of Freight Traffic.

Carload freight received from a connecting line will be accepted at the billed weight. If such weight is less than the minimum weight provided in the Consolidated Freight Classification or tariffs, the Consolidated Freight Classification or tariff minimum must be applied. Gross, tare and net weights, given by the connecting line, must be shown on the revenue waybill.

If the agent is not satisfied that the weight given by the connecting line is actual weight, or if a car is received at a junction point without having been weighed or without evidence on the billing of weighing, the car must be weighed at the first convenient scale and correction made, observing the minimum provided by the Consolidated Freight Classification or tariff. The agent must report such weighing to the Superintendent.

When freight is loaded by shipper and its weight, quantity or condition cannot be ascertained, a notation must be made on the bill of lading and shipping order:

"SHIPPER'S LOAD AND COUNT"

A "clean bill of lading" will be issued for shipments loaded by shipper on a public team track within the station yard, provided written request is made prior to the loading of the car and reasonable opportunity given the agent to check the freight at time of loading. (See Rule 20-a.)

When an agent receives notice that a scale is out of order, if an industrial scale, he should report it to the Division or District Freight Agent and proceed as if "Weight Agreement" had not been executed; if a railroad scale, he should report it to the Superintendent.

BILLS OF LADING AND SHIPPING ORDERS WHEN TO ISSUE BILLS OF LADING

RULE No.

43-cc.

The agent must sign a bill of lading on the authorized form for each shipment received for transportation; except for empty packages returned "free" as provided by the tariff, for empty cars when no charge is made for the movement, and for shipments under a switching charge to a connecting line for movement to final destination. For exceptions on Coal and Coke see Rule 44. For empty tank cars, when no charge is made for the movement, a receipt may be issued on form F.D. 2524, or on a form (containing shipping instructions only) provided by the shipper. When requested by the shipper, a receipt must be issued on form F.D. 2525 for a shipment originating on the Pennsylvania Railroad which is forwarded under a switching charge to a connecting line for movement to final destination.

- **b.** A bill of lading or receipt must not be issued for freight until in possession of the Company.
- c. A bill of lading must not be issued to a connecting line which is subject to the Interstate Commerce Act, for freight received from such line, but a receipt on the authorized form should be given.
- d. A bill of lading must be issued to trucking companies, freight forwarders, and transportation agencies not subject to the Interstate Commerce Act, covering the shipment as from the point where the freight is received by this company to its destination. In such cases, expense or transfer bills will not be accepted.
- e. A bill of lading for carload freight must not be issued to any shipper, other than to the party in whose name the car was ordered for loading, unless the agent has assured himself of the right of such shipper to furnish shipping instructions. A record of these facts must be placed on the shipping order.

SHIPPING INSTRUCTIONS FOR COAL AND COKE IN LIEU OF BILL OF LADING

44. Scale agents billing coal and coke must procure from shippers full instructions in writing on standard card forms reading to the railroad scales at which the coal or coke is to be weighed.

The scale weights of cars loaded with coal or coke should be reported to shippers on form C.T. 1098, Daily Report of Carloads Weighed and Forwarded.

The shipper's receipt for the coal or coke should be given on form C.T. 1098, using rubber stamp reading:

Date	19
Received by the	
Company subject to rate in ef	fect or
date of receipt of shipment.	
Agent	

Bills of Lading 43 to 48 Inc.

ROUTING NOT SPECIFIED

RULE No.

45-α.

When freight is offered for shipment to a point located on the Pennsylvania Railroad and also a competing line, it must be forwarded via The Pennsylvania Railroad, unless otherwise instructed by the shipper or unless the joint rate is lower. When forwarded for delivery by a competing line, a description of the freight, the names of the shipper and consignee, the destination and the route must be promptly reported:

On Coal, Coke and Iron Ore, to the General Coal Freight Agent. On other freight to the Division or District Freight Agent.

- **b.** All carload freight, and less than carload freight consisting of 10,000 pounds or more, when destined to points beyond The Pennsylvania Railroad (located on connecting lines) offered unrouted, the route for such traffic should be obtained from the Division or District Freight Agent.
- If a shipping order specifies a route or a rate which the agent cannot confirm by his tariffs, he must call the shipper's attention to the fact. If the shipper fails to change his shipping order, or to give information which will enable the agent to confirm the route or rate by his tariffs and divisions in connection therewith, he shall hold the freight and report the facts to the Division or District Freight Agent for instructions.
- When freight is offered consigned to a PRIVATE SIDING at a point located on two or more lines other than P.R.R., the delivering line not being specified by the shipper, the agent must ascertain from the shipper the line on which delivery is to be made (except where The Pennsylvania Railroad absorbs switching at destination.)

IMPERFECT BILLS OF LADING

46. No change may be made in a bill of lading or shipping order, except in accordance with Section 10 of the conditions of the uniform bill of lading. In case a change is made, a notation—

Agent."	••
made with the approval of	
to	••
"Change from	

should be placed on the bill of lading and shipping order, indicating the change or changes made, and signed by the agent.

HOW TO PREPARE THE BILL OF LADING AND SHIPPING ORDER

RULE No.

47-α.

The bill of lading and shipping order must be dated by the Agent the day they are received, if the freight is in the possession of the Company; if the freight is not in the possession of the Company at that time, they must be dated the day the freight is received. (See Rule 24.)

The bill of lading and shipping order must be filled in with typewriter, ink or indelible pencil and both papers must give the same information as follows:

A list of articles with marks thereon, the point of shipment, the name of the shipper, the name of the consignee, the destination, exceptions to the condition of the property, and all information called for by the blank spaces. To facilitate delivery, every effort should be made to have the shipper show on the bill of lading and shipping order the street address of the consignee, especially for shipments consigned to the larger cities and towns. (See Rules 23-a, 83-b, c and d.)

For proper preparation of Bills of Lading covering "C.O.D." shipments see Rule 47 of the Consolidated Freight Classification.

When packages are received wet, a notation to that effect must be made on the bill of lading and shipping order.

For carload freight, the initials and number of the car must be shown. White bills of lading must be used for straight consignments, and yellow for "Order" consignments.

If a shipment is tendered for transportation with a notation on the bill of lading, or with instructions, that delivery shall be made on the order of the consignor, the agent must refuse to execute a "Straight" form of bill of lading. If the consignor insists upon the forwarding of the shipment subject to delivery upon his order, the yellow "Order" form of bill of lading must be used.

For example:

An improper form of straight consignment:

From John Doe consigned to Richard Roe, deliver upon order of John

A permissible form of straight consignment:

From Richard Roe consigned to Richard Roe, deliver upon the order of Richard Roe.

In the latter illustration Richard Roe is the consignee.

When the agent is authorized by the Division or District Freight Agent to issue a new bill of lading in exchange for one previously issued, he must require the surrender of the original bill of lading. The new bill of lading must be dated the day on which it is issued and be stamped with the following notation:

"This bill of lading is is	ssued in exchange for bil	l of lading No
issued at	place	
on the	day of	
by	(Carrier)	Company."

b. The number of packages must be inserted, thus:

10, or ten cases shoes

100, or one hundred barrels flour

RULE No.

47. Cont.

c. The agent should assure himself that the contents of packages are correctly described in the bill of lading and shipping order, but must not permit a notation on the bill of lading showing the number of articles within a package, unless the articles specified are plainly visible in a crate or bundle and can be readily counted at a glance.

If the agent has reason to believe that an attempt is being made to evade proper Classification, the shipper should be required to open the packages for inspection or furnish evidence that the freight is correctly described. Should the agent be unable to secure the necessary information, he must decline to receive the shipment and report the facts to the Division or District Freight Agent.

- **d.** The agent must be prepared to enter on the bill of lading any rate in effect from his station.
- e. If freight is consigned to a place not located on a railroad, the shipper must be requested to state the name of the railroad station at which consignee will accept delivery. If freight is destined to a place reached by a Water Line, the name of the railroad station must be given at which delivery is to be made to such Water Line.

When the destination is a point on a Water Line or an Electric Line, or another Railroad whose tariffs are not filed with the Interstate Commerce Commission or the State Commission, in the space on the bill of lading provided for "Destination" must be shown the point at which delivery is made to such connection, and in the space headed "Description of Articles and Special Marks" the final destination must be shown (See Rule 23-a.)

Rail bills of lading, whether straight or order, covering shipments for movement in connection with a Water Line not filing its tariffs with the Interstate Commerce Commission or State Commission should be issued only to the connecting point where the Traffic is delivered to such steamship company. Final consignee and/or destination may be shown in the body of such ladings. Traffic consigned to "order" will not be delivered to such connecting steamship line until the original order bill of lading is surrendered to the Agent of the rail carrier at point of connection with Water Line.

Agents at point of origin issuing such rail bills of lading should acquaint shippers of above to prevent possibility of improper disposition of the rail bill of lading, i.e., sending to consignee at ultimate destination, etc., whereas bill of lading must be surrendered at the point at which delivery is made to such connecting Water Line.

When advance charges are to be forwarded to destination for collection in accordance with Rule 28, detail of such charges must be shown on the bill of lading and shipping order, and when prepaid freight charges are collected at the time of shipment, receipt must be acknowledged in the prescribed block of the bill of lading. (See Rule 108-e.)

When freight from a shipper accorded credit is forwarded prepaid either at his request, or prepayment being required by the Consolidated Freight Classification or tariff, the receipt printed on the bill of lading must not be signed.

G-400 Original

RULE No. 47. Cont.

g. Should carload or L.C.L. freight be received too late to be forwarded the same day, the agent must note on the bill of lading and shipping order:

"RECEIVED TOO LATE TO BE FORWARDED THIS DAY"

1-1-50

If perishable freight is offered for shipment, and through absence of train service on account of an intervening holiday or some other cause it would be likely to reach destination in an unsound condition, the shipper should be so advised. If the shipper insists on having the property forwarded, a notation must be made on the bill of lading and shipping order:

"RECEIVED SUBJECT TO DELAY"

The Superintendent must be notified by wire. (See Rule 34.)

- i. If a refrigerator car is ordered and there is none available, or if less than carload freight susceptible to damage by heat or cold is offered and there is no arranged protective service to the place to which the freight is consigned, the agent must decline to receive the shipment; except that the shipper may elect to permit freight to be forwarded in box cars without refrigerator car protection, provided the shipper is advised that the freight will only be accepted at the risk of the owner and subject to restrictions of connecting lines, if destined to points beyond The Pennsylvania Railroad, and such notation must be signed by the shipper or his authorized representative. (See Rule 620 of the National Perishable Protective Tariff.)
- j. When refrigerator service for less than carload freight is established for a part of the movement between point of shipment and destination, Agents will be governed by the provisions of Rule 620 of the National Perishable Protective Tariff.
- Lease The agent must not sign a bill of lading containing unauthorized stipulations. (See Rules 21 and 54.)
- When it becomes necessary to issue a duplicate bill of lading, the "Memorandum" form must be used and the word "Copy" must be written in ink or stamped on its face.

EXCEPTION:—When a copy of bill of lading is to be used in filing draw-back claim against the United States Government on export shipments, an "Original" bill of lading form must be used, and a notation placed thereon: "This copy not negotiable; issued for United States Customs purposes only."

m. The bill of lading and shipping order must be signed by the shipper or for him by his representative. The signature may be written, printed or stamped. Where it is the intention of the shipper to forward a shipment at an agreed or declared value, the agent must see that such declared value is written by the shipper in the space provided for that purpose in the bill of lading and shipping order.

RULE No. 47.

p.

m. Cont. The bill of lading must be signed by the agent or for him by his representative. The signature may be stamped, but if not written by the agent, the name of his representative must be written on the line beneath the name of the agent. (For "Order" Bills of Lading, see Rule 48-d.)

The bill of lading and shipping order must be stamped on the face with the official stamp of the issuing agency.

- The shipping order must be retained by the agent, except where shipping orders are authorized to be used as less carload waybills.

If freight is accompanied by an attendant, where free transportation is not authorized and fare is prepaid by the shipper, a notation must be made on the bill of lading and shipping order:

"..........(Give name or names)...........IN CHARGE, FARE PRE-PAID."

If freight is accompanied by an attendant, where free transportation is not authorized, and all charges are to be collected at destination, a notation must be made on the bill of lading and shipping order:

"...........(Give name or names).............IN CHARGE, FARE TO BE COLLECTED." (See Rule 8.)

When freight is loaded in a car by shipper and such car is not fully loaded but is tendered as a carload shipment, and the car is forwarded without other freight therein, a notation signed by the shipper must be placed on the bill of lading and shipping order reading as follows:

"To be forwarded and rated as a carload shipment.

Shipper."

The agent must also place a notation on the waybill reading as follows: "This shipment has been forwarded and rated as a carload under instruction of shipper." (See Consolidated Freight Classification.)

For instructions relating to the issuance of bills of lading and shipping orders for Explosives, Inflammables, Acids, and other dangerous articles, see Consolidated Freight Classification, W. S. Topping's Freight Tariff No. 4, and General Notice 225-B, issued by the Transportation Department.

Original 1-1-50

RULE No. 47. Cont.

r. Proper forms for "straight" consignments are:

l. John Doe (Consignee)Se	e pag	e 2	of	"Forms."
2. Richard Roe, care John DoeSe	e pag	e 12	of	"Forms."
3. Richard Roe, notify John DoeSe	e pag	e 14	of	"Forms."
4. Henry Poe (Shipper and Consignee)Se	e pag	e 16	of	"Forms."
5. Henry Poe advise John DoeSe	e pag	e 18	of	"Forms."
(For proper forms of consignments to "order," see	Rule 4	8-g.)		

A "Notify" or "Advise" shipment, the word "Order" being omitted, must not be received for delivery at a place where there is no freight agent, except when authorized by the Division or District Freight Agent.

Issuing bills of lading for freight consigned to one point, notifying consignee or other party at another point, will not be permitted except where consignees are located at prepaid station or in the interior, in which case freight must be consigned to an open station to be designated by the shipper.

FREIGHT TO "ORDER," "NOTIFY" OR "ADVISE"

When freight is consigned to "Order" it is for the purpose of controlling delivery of the property.

The bill of lading must be endorsed by the "Order" party in the prescribed manner.

The "Order" party (who generally is also the shipper) usually attaches the endorsed bill of lading to a draft (frequently for the value of the property), and deposits both papers for collection of the amount of the draft through banking channels. Upon payment of the draft the "Order" bill of lading comes into possession of the payer, who upon surrender of the bill of lading endorsed as required, may obtain, or order, delivery of the property.

- **b.** When freight is consigned to "Order" of one party, "Notify" another party, shipping order and waybill must show:
 - (1) the name of the shipper;
 - (2) the word "Order" followed by the name of "Order" party in the space provided for name of consignee;
 - (3) the name and address of the party to be notified; (when L.C.L. an identifying number or symbol.)

Should the shipper decline to show on the shipping order his name and the name and address of the party to be notified, the agent must refuse to issue an "Order" bill of lading for the shipment. (See Rule 23-b.)

c. An "Order" shipment of any description must not be received for delivery at a place where there is no freight agent, except when authorized by the Division or District Freight Agent. (See Section "e" of this rule.)

Freight billed to "Order" must not be received from a connecting line unless the billing shows the point of shipment, the name of the shipper, and the name and address of the party to be notified.

d. "Order" bill of lading and shipping order must be signed by the shipper or for him by his representative. The printed signature of the shipper may be used when followed by the written name or initials of a duly authorized agent.

d. Cont. Each "Order" bill of lading must be signed in ink or indelible pencil in the railroad Agent's name by himself or by his representative signing his own full name beneath the Agent's.

Each "Order" bill of lading and shipping order must be stamped on the face with the official stamp of the issuing agency.

Only one original "Order" bill of lading shall be issued for any one shipment, except on export traffic.

- Issuing bills of lading for freight consigned to the shipper's order at one point, notify the consignee at another point, will not be permitted, except:
 - where consignees are located at prepaid stations or interior points (in which case freight must be consigned to an open station to be designated by the shipper);
 - (2) on export traffic; and
 - (3) on Grain (including Flax seed,) Grain products and Hay. (See Rule 25 and Consolidated Freight Classification and Exceptions thereto.)
- f. As delay in delivery of perishable freight consigned to "Order" is liable to occur by reason of the failure of the owner to promptly present the bill of lading, the agent should discourage such form of consignment.

Explosives consigned to "Order" must not be received, except on through bill of lading to a foreign country.

- g. Proper forms of bills of lading for consignments "to Order" are:
 - (1) Shipper Henry Poe, Order of Richard Roe, care of John Doe
 See page 4 of "Forms."

 - (3) Shipper Henry Poe, Order of Richard Roe, notify John Doe

 See pages 8 and 10 of "Forms."

On pages 7 and 9 of the "Forms" will be found the prescribed forms of endorsement. (For proper forms of straight consignments, see Rule 47-r.)

- h. For instructions governing the issuance of bills of lading covering shipments destined to points in Mexico via all-Rail routes see F.D. 84-a.
- i. An "Order" bill of lading must not be issued for freight consigned to "Order" of, or "Notify" the United States Government or any Department, Bureau or Agency thereof.

Live stock, live poultry and live pigeons must not be received when consigned to "Order," or to "Notify" or to "Advise." (See Consolidated Freight Classification.)

Coal and coke, in carloads, must not be received when consigned to "Order," or to "Notify," or to "Advise."

CARS

REOUISITION FOR CARS

RULE No.

54.

The agent must not agree to furnish a car at any specified time, nor of any given kind or capacity. The shipper should specify, on form C.T. 722 or C.T. 722-a, the kind and capacity of the car required, the character and destination of the lading and the route. In making requisition for a car as instructed by the Superintendent, the agent must give the information furnished by the shipper, stating the route when the freight is destined beyond these lines. (See Rules 21 and 47-k.)

For instructions covering the use and icing of refrigerator cars, see General Notice No. 232-d (Code of Rules for Handling Perishable Freight), issued by the Transportation Department and the National Perishable Protective Tariff.

UTILIZATION OF CARS

- **55-a.** The agent must economize in the use of cars and see that they are loaded to their capacity.
 - When new freight cars on their own wheels are offered for shipment, the agent must report to the Superintendent and Division or District Freight Agent the initials and number of each car with the shipper's instructions as to the destination and the name of the consignee, and cars must not be forwarded until orders are received.
 - c. For the use of cars in the handling of less than carload freight, see General Notice 217 (Handling of L.C.L. freight) issued by Superintendents Stations and Transfers, or subsequent reissues thereof.
 - d. All less than carload merchandise cars, including ferry cars, forwarded, must be reported on the appropriate C.T. 610 form. The original and two copies must be sent to the Supervising Agent for review and distribution.

OLD SEALS, CARDS AND MARKS TO BE REMOVED

56. Old seals and old cards, except defect cards and route cards, must be removed. Old chalk marks, except shop marks, must be obliterated from both sides of the car when it is unloaded.

CARS TO BE INSPECTED AND CLEANED

Bubbish must be removed from all cars at the point of unloading. When broken or leaky packages of Acids, Oils, or articles liable to impregnate Flour or other freight have been unloaded, the car must be inspected and promptly cleaned at the unloading point. Cars placarded by the Government to be cleaned and disinfected, must be cleaned and disinfected, and the condition of the car approved by the proper Government Officer before the car is placed in general use. (See Rule 159-j.)

Cars 54 to 64 Inc.

RULE No.

57. Cont.

b. All cars shall be inspected before loading and the inspection made with regard to the kind of freight to be loaded and the probability of loss or damage, the result of the inspection to be so recorded, namely, "Inspected for loading of Flour, etc." The agent must see that the car is clean and in good condition for loading, that all protruding nails are removed and that bolts and other protruding objects are covered in such a manner as to protect the lading from damage. The agent must keep a permanent record showing the name of the party making the inspections, condition of the car and extent of inspections. (See General Notice 224-B Code of L.C.L. Rules issued by Superintendents Stations and Transfers.)

If a car is loaded by a shipper without giving the Company an opportunity to inspect it prior to loading, a permanent record indicating the circumstances must be made by the agent, to be available and furnished when record of inspection is requested.

- c. Refrigerator cars must be cleaned before being iced, the pipes cleared so as to permit the free escape of waste water, and the ice washed before it is placed in the boxes. If impossible to clean the car and clear the pipes, the car should be held and all facts reported to the Superintendent.
- d. When refrigerator cars are used for freight liable to be damaged by moisture, the ice, straw and sawdust must be removed and the cars thoroughly cleaned and dried.

DEFECTIVE CARS

- 58-a. A car with a leaky roof or other defects must not be loaded with freight liable to loss or damage as a result of such defects.
 - b. When evidence of a leaky roof is found, the words "Leaky Roof" must be written with chalk on both side doors.
 - **c.** Foreign cars with leaky roofs may be loaded in the direction of "Home" with freight not subject to damage by water.
 - d. A car found to have defective roof, floor, doors, sides, or ends, must be marked with chalk on both side doors showing nature of the defect, such as "Defective floor," "Defective doors," "Defective ends," etc., and must be reported by letter to the Superintendent.

FREIGHT UNDER REFRIGERATION AND VENTILATION

- 59-a. When box car doorways are slatted for ventilation, the slats must be placed close enough to prevent theft or loss of lading.
 - b. For instructions covering the acceptance of perishable carload and L.C.L. freight and the care of refrigerator cars under icing or ventilation, see General Notice 232-D, Code of Rules for Handling Perishable Freight, issued by the Transportation Department and National Perishable Protective Tariff, also Rules 47-i, j and 54.

RULE No.

USE OF STOVES AND HEATERS FOR HEATING CARS

60-a.

Stoves used to prevent the freezing of perishable freight must not be placed in cars without the permission of the Superintendent. When a stove is used, the agent must know that it is securely fastened to the floor and that the floor, roof and sides of the car are protected from fire. For instructions in regard to attendants and the fuel to be used, see Consolidated Freight Classification, Exceptions thereto or other tariffs.

Ъ. Cars equipped with heaters should not be confused with cars equipped with stoves. It will be permissible to accept cars equipped with heaters, which will be handled enroute in accordance with General Notice No. 232-D, issued by the Transportation Department or subsequent reissues thereof. (See also National Perishable Protective Tariff.)

CARS SUBJECT TO SHIPPER'S APPROVAL

61. Cars furnished for bulk Grain or other freight to be loaded by the shipper are subject to his inspection and should be rejected by him if not in proper condition.

HOW TO CARD EMPTY CAR

62-a. When directed to forward empty cars free, except empty tank cars of private ownership to a particular point, the agent must use card waybill, form C.T. 212, making a separate card waybill for each car. (See Rule 86-s.) When final destination is a point on a connecting line, the car should be carded to the junction point, the final destination and route being shown.

> For empty company special equipped cars when placarded to return to a designated point or Division, the Agent must use card waybill C.T. 212, showing destination thereon, and make a separate card for each car.

Ъ. When directed to forward empty tank cars of private ownership free, the agent will bill each car to final destination, showing route and name of the consignee, using the standard form of revenue waybill.

CAR DOORS

63. The doors of empty cars in transit must not be left open. (See General Notice 230-c issued by Transportation Department or subsequent reissues thereof.)

DELAY TO CARS

- 64-a. A report of cars on hand at stations or in yards must be made daily, as directed by the Superintendent.
 - An empty car for which there is no order should not be held more than b. twenty-four hours without permission from the Superintendent.
 - Failure of the consignee to remove carload freight within five (5) days c. must be reported to the Superintendent with a copy to the Division or District Freight Agent.

(See Rules 117-d and 144.)



LOADING

LOADING OF CARS

RULE No.

70-a. The agent must familiarize himself with the Code of Less than Carload Rules, General Notice 224-B, covering the receipt, stowing, handling and delivery of less than carload freight, and adhere to its requirements.

- b. Cars should be loaded to their capacity, but must not be loaded beyond their safe carrying capacity in weight or dimensions. (See General Notice 208-E issued by Transportation Department and "Railway Line Clearances and Car Dimensions, Including Weight Limits of Railroads" or subsequent reissues thereof.)
- **c.** A car placarded to be cleaned or disinfected must not be loaded. (See Rule 57-a.)
- d. The lading must be placed in cars so that it will not bear against doors and so that it may be conveniently unloaded at destination.
- e. Large and heavy packages should not be placed across doorways, and should be loaded so that the marks can be readily seen.
- f. If the agent is in doubt as to the safety of a load, he must have it inspected by a car inspector before accepting it.
- g. All cases of improper loading must be reported to the Superintendent.
- h. Hooks must not be used in handling baled goods. Other packages must not be handled with hooks if their use will damage the contents.
- Pig Iron, short Billets, small Castings, or similar heavy material liable to cause derailment by falling to the track, must be loaded on cars with side and end protection, and must not be loaded on the drop-bottom, nor in the hopper. When such freight is loaded in a hopper car, the hopper must be securely boarded over, and when loaded on a car with a flat floor, equipped with drop doors, the load must be placed as nearly as possible over the bolsters in such manner that none of the lading can fall on the drop doors. Agents must see that ratchets are wound up and hoppers properly fastened.
- j. Lumber, Logs, structural material, and bulky articles must be loaded so as to avoid contact with passing trains and the top and sides of tunnels and bridges. (See General Notice 207-A issued by Transportation Department and "Railway Lines Clearances and Car Dimensions" or subsequent reissues thereof.)
- k. Dairy products should be loaded in accordance with instructions contained in General Notice 232-D, "Code of Rules—Handling of Perishable Freight." For instructions covering the loading of Eggs see "Notes" under classification "Dairy Products; Eggs" in Consolidated Freight Classification.
- 1. Articles liable to be damaged by falling, shifting or rolling should not be held in place by other freight, but should be securely braced.

Loading 70 to 77 Inc.

RULE No. 70. Cont.

- m. For instructions covering preparation of cars for bulk grain, reclaiming and disposition of grain doors and boards and preparation of Grain Door Report C.T. 158, see General Notice 218-A issued by the Transportation Department.
- when Machinery, Vehicles, Street Cars, Boats or like articles are loaded in open cars, loose parts such as Cushions, rugs, curtains, rowlocks, etc., must be removed and placed in wooden boxes or securely packed within the article. (See Consolidated Freight Classification.)

FREIGHT NOT TO BE LOADED ON THE TOPS OF CARS NOR IN THE BUNKERS OF REFRIGERATOR CARS

71. Freight must not be loaded on the top of a closed car, nor in the bunkers of a refrigerator car. A car so loaded must not be moved from a private siding, nor accepted from a connecting line.

PACKAGE FREIGHT AND GRAIN IN BULK

72. Package freight and Grain in bulk must not be loaded in the same car, except that Grain in sacks and Grain in bulk may be loaded in the same car when not consigned to an elevator, and when so loaded the card and revenue waybills must indicate car contains Grain in sacks and in bulk.

COMMODITIES LIABLE TO DAMAGE OTHER FREIGHT

- 73-a. Acids, Brine, other Liquids, Ice, packages containing Ice and packages which have contained Liquids, must not be loaded on top of nor near other freight liable to be damaged by leakage. Such shipments must be loaded near doorway of car. The floor should be cleated and the space within the cleats covered with dry sand, coal ashes or cinders, so that in case of leakage the liquid will be absorbed or pass out of the car door without damaging other property. (See General Notice 225-B issued by the Transportation Department and Code of L.C.L. Rules, General Notice 224-B, issued by Superintendents Stations and Transfers.)
 - **b.** Paris Green, other poisonous substances, and articles liable to damage or impregnate freight, must not be loaded on top of or near other packages.

CARS FOR PETROLEUM. LIME AND OFFENSIVE COMMODITIES

- 74-a. Petroleum and its products, and Tar, Tar Refuse, or old Oil Barrels, in quantities sufficient to warrant the use of a separate car, must be loaded in cars marked: "For Rough Freight only," or "Coal or Oil." (See General Notice 225-B issued by Transportation Department or subsequent reissues thereof.)
 - b. These articles, when in small quantities and loaded in a car with other freight, should be placed near doorway of car. The floor should be cleated and the space within the cleats covered with dry sand, coal ashes, or cinders. (See General Notice 225-B issued by Transportation Department or subsequent reissues thereof.)
 - c. Bulk Lime must be loaded in old cars. Cars with leaky roof or sides, however, must not be used.

RULE No. 74. Cont.

d.

Glue Stock, Wet Tankage, Offal, Bones with flesh adhering, Fleshings, Waste from slaughtered animals, Nitre Cake (sometimes classified as "Cleaning Compound") and other articles in carload lots which will impregnate or damage cars, or which are prejudicial to the public health, must only be loaded in cars specially assigned by the Superintendent. When in less than carload lots, such shipments may be accepted in water-tight carriers, properly headed, or with tops covered with heavy burlap securely tied. When burlap is used, the contents must be not less than four inches from the top of the carrier. (See Rule 33-a and General Notice 224-B issued by Superintendents Stations and Transfers or subsequent reissues thereof; also Consolidated Freight Classification.)

INFLAMMABLE COMMODITIES

75. Straw, Cotton, Flax, Tow, Excelsior, and similar freight, must be loaded in tight box cars. The doors and other openings must be securely closed, and stripped if necessary to protect the lading from fire. (See W. S. Topping's Freight Tariff No. 4—I.C.C. No. 4 or subsequent reissues thereof.)

Hay may be loaded into cars with doors cleated open, provided opening is screened with a fine mesh screen.

HEAVY ARTICLES

76. A single article exceeding 800 pounds in weight cannot ordinarily be handled by trainmen, and should be loaded to a transfer station, or in a car to "run out" at the destination of such freight. (See Rules 35, 36-d and General Notice No. 217 issued by the Transportation Department or subsequent reissues thereof.)

BULKY ARTICLES

77. An article of unusual size, weight or shape must be secured to prevent shifting. (See General Notice 224-B issued by Superintendents Stations and Transfers.)



BILLING

BILLING STATIONS AND ROUTING OF FREIGHT

RULE No.

The stations to and from which freight may be billed, and the information concerning the agency having jurisdiction for non-agency points, will be found in A.D. 80 or tariffs applicable.

b. The waybill must show the number and name of the station, colliery or oven, and State from which the freight is forwarded and the name of the station, and State, to which the freight is forwarded. When there are two or more places of the same name in the same State, the names of both County and State must be given, thus:

HOWARD, Allegheny Co., Pa. (or) HOWARD, Center Co., Pa. not HOWARD, Pa.

(See Rule 23-d.)

c. When abbreviations are likely to be misunderstood, the name should be written in full, thus:

California, not "Cal."
Colorado, not "Col."
Northern Pacific, not "N.P."
Union Pacific not "U.P."
Western Pacific, not "W.P."
Care of, not "c/o."
Order of, not "o/o."
Account of, not "a/c."

(See Rule 23-f.)

- d. Before billing freight to the larger Cities, the agent must consult terminal tariffs and other publications containing specific information pertaining to deliveries.
- e. When routing freight between Stations on the Pennsylvania Railroad, the agent must, unless otherwise instructed, be governed by C.T. 353.
- f. When freight is destined to a place beyond the Pennsylvania Railroad and the route is not shown in the above publications, nor in the tariff, the agent should apply to the Division or District Freight Agent for instructions.

AUTHORITY FOR FREE MOVEMENT

84. Freight must not be billed, nor moved, free without the authority of the Freight Traffic Department. For Rules covering the free movement of the property of employes transferred see F.T.D. 1-E.

COMPANY MATERIAL

85-a. Material for the use of this Company must be billed in accordance with F.D. 1 or subsequent reissue thereof.

Billing 83 to 92 Inc.

RULE No.

85. Cont.

b. For instructions covering delivery receipts for Company material, and relief of freight charges thereon, see instructions issued by the Accounting Department in A.D. 206.

Material for use of a contractor must not be consigned to, nor in the care of, a representative of this Company.

THE CARD WAYBILL

Revenue waybills should move with cars when possible. A separate revenue waybill or card waybill must accompany each car moved. Exception:

When the lading on account of its length requires two or more cars, only one card waybill should be made, which must show the initials and number of each car and bear the notation "THESE CARS MUST BE KEPT TOGETHER."

When the card waybill, or envelope in lieu of card waybill, is used, the following instructions covering its preparation will govern.

- b. The initials and the number of the car must be shown on the card waybill. When carload freight has been transferred, either on The Pennsylvania Railroad or on foreign lines, the initials and number of the original car also must be shown.
- For carload freight, in the space following the word "To" must be given the name of the point to which the revenue waybill is to be made. If a car is to be delivered on a siding short of the place to which it is billed, the words "Off at" must be written in the space provided for "Destination." (See Rule 87-v.)

When a car is to be stopped enroute to complete loading or to partly unload, it should be carded to the "stop-off" station, and the agent at that station should use a new card waybill in forwarding the car to final destination.

d. The route as given in C.T. 353 or subsequent reissue thereof or in the tariff, must be shown in the spaces after "Via" on the third and fourth lines. The route beyond the billing destination must be shown in the space next below "Destination."

When authorized to forward carload freight out of its regular route to scales for weighing, the agent must note on the card waybill, in addition to the regular route:

"VIA SCALES TO BE WEIGHED." (See Rules 38-e and 87-t.)

- e. In the space following the word "Lading," a description of the property must be given. When freight is in packages the number must be stated. "SPE-CIAL LESS CARLOAD" card should be used for less than carload freight, or card waybill noted "L.C.L. Mdse." opposite "Lading." For trap or ferry car, the card waybill must also be stamped "trap car" or "ferry car." (See Rule 87-d.)
- The "Combined Weight of Car and Lading for Engine Rating" must be shown in tons of 2000 pounds. An excess of 1000 pounds or more over the even tons should be counted an additional ton; less than 1000 pounds should be disregarded. (See Rule 87-u.)

RULE No. 86. Cont.

g. When freight consigned to "Order" is forwarded on a card waybill, the name of the shipper and the name and address of the party to be notified must be given on the card waybill, the word "Order" preceding the name of the party to whose order the property is consigned. (See Rules 48-b and 87-k.)

The card waybill for a car loaded with Meat or Meat Food Products, sealed with United States Government seals, must bear the notation:

"CAR DOORS SEALED WITH UNITED STATES GOVERNMENT SEALS." (See Rule 165.)

i. The name or names of attendants authorized to accompany freight must be shown. (For Live Stock, see Rule 159-h.)

If free transportation of an attendant is authorized, a notation must be made on the card waybill:

If a charge for the attendant is made, and fare is prepaid by the shipper, a notation must be made on the card waybill:

"......(Give name or names)......IN CHARGE, FARE PRE-PAID."

If a charge for the attendant is made, and charge is to be collected at destination, a notation must be made on the card waybill:

If there is no attendant in charge of Live Stock, a notation must be made on the card waybill "No Attendant."

Should an attendant desert a shipment in transit, the fact must be noted on the card waybill.

A through ticket issued by the Passenger Traffic Department of this Company or a foreign line must be lifted and forwarded to the Auditor of Passenger Traffic with a letter of explanation and a notation must be made on the card waybill:

"......(Give name or names)......IN CHARGE, FARE PRE-PAID." (See Rule 8.)

- j. The word "Prepaid" must be written or stamped on card waybills for shipments on which the freight charges have been or will be collected from the shipper.
- Less Stipulations on the bill of lading or revenue waybill, such as "Re-ice at" "Keep ventilators open," "Keep ventilators closed," must be noted on the card waybill.

The card waybill accompanying a shipment moving under refrigeration must show the place, date, and hour of original icing.

Intermediate icing stations must note the place, date, hour and quantity of ice and salt of each re-icing in transit, and the amount of the charge to be collected from the consignee.

RULE No. 86. Cont.

p.

q.

When perishable freight is loaded in solid carloads or with other freight, the word "Perishable" must be plainly written or stamped on the face of the card waybill. (See Rule 87-m.)

When a car contains more than one perishable commodity, the name of the most highly perishable commodity must be given first, thus, "Berries and Vegetables," "Tomatoes and Vegetables."

When explosives are loaded in solid carloads or with other freight, the agent must plainly write or stamp on the face of the card waybill, "Explosives." (See Rule 87-m and General Notice 225-B issued by the Transportation Department or subsequent reissue thereof.)

When Live Stock is loaded in a car with other freight, the words "LIVE STOCK" must be plainly written or stamped on the face of the card waybill. (See Rules 87-m and 159-p.)

m. The card waybill accompanying a shipment of Live Stock must show the date and hour the stock was originally loaded and the place, date and hour it was unloaded for feeding and watering and reloaded for each time it was fed and watered in transit, this also applies when Live Stock is fed and watered without unloading. Transfers to and from connecting lines should show the place, date and hour the stock was loaded after it was last fed and watered. Time shown should be indicated by E.S.T. for Eastern or C.S.T. for Central Standard Time. (See Rules 87-s, 159-s, t and 166-k.)

When not possible for waybills to accompany cars, the card waybill must be used in carding cars containing less than carload freight forwarded in accordance with C.T. 352 instructions, issued by the Superintendents of Stations and Transfers or subsequent reissues thereof.

When carding a car containing freight from more than one shipper or for more than one consignee, the word "Various" should be used in place of the name of the shipper or consignee, except double-loaded shipments.

If an error is discovered in a card waybill before the car has been forwarded, a new card waybill must be made.

For a shipment consisting of a carload and part carload, the part carload being entitled to the actual weight and carload rate, the card waybill for the part carload must be attached to the card waybill for the carload. Each card waybill must bear the notation: "Part load of car....." The agent must forward the part carload to destination via the same route as the carload. In case it is necessary, for any reason, to detour one car, the other car must likewise be detoured.

When such part carload is loaded with less than carload freight, see Consolidated Freight Classification.

RULE No. 86. Cont.

- s. The card waybill for an empty car moving under freight charges must bear a notation "This car must not be loaded." (See Rule 62-a.)
- An agent receiving a card waybill which has been altered otherwise than as prescribed in General Notice 212 issued by the Transportation Department or subsequent reissue thereof, must forward it to the Auditor of Freight Traffic.
- **L.** For further instructions covering the preparation of the card waybill, see General Notice 212 issued by the Transportation Department or subsequent reissue thereof.

THE REVENUE WAYBILL

- Waybills or other authorized substituted forms must be made for all freight forwarded, whether the charges are prepaid, to be collected, or when a free movement is authorized.
 - **b.** Waybills must be numbered in accordance with instructions issued by the Accounting Department.
 - The revenue waybill must be dated the day on which it is made. If for any C. reason the shipment is not forwarded on the same day the bill of lading is signed, the date of the bill of lading must be shown on the waybill in the "Shipper's Block." The revenue waybill must give the same information as the bill of lading and shipping order, including all notations and exceptions, the initials and number of the car, the full names of the shipper and consignee, the local address of the consignee, when given, the destination and description of the property, the marks on the packages, including bale, case, cylinder or drum numbers, the route as shown in C.T. 353, or subsequent reissue thereof, unless otherwise authorized, or in the tariff, and the other information provided for in these rules. The waybill for interline freight must be stamped by the agent at point of interchange in the space at the bottom of the waybill, and in the order shown. The stamp must show the station at which the interchange is made, and the name of the railroad by which the freight is forwarded from such junction; for example:

HARRISBURG, PA. The Pennsylvania Railroad.

- d. Property must not be described on the revenue waybill as Grain, Lumber, etc., but the commodity must be shown specifically as Wheat, Corn, Oats, Rye, White Pine, Yellow Pine, Poplar, etc. Shipments of Scrap Iron or Steel must be described as Sheet Scrap, Scrap Rolls, Borings, etc. The use of the terms "Merchandise" and "Sundries" is forbidden. (See Rule 20-b.)
- when rebilling freight received from a connecting line, the waybill must show the original point of shipment, the joint rate and divisions and all the information given on the foreign billing as to the consigning and routing of freight, including the local address of the consignee. The number and date of the waybill on which the freight was received and the full name of the shipper must be entered under the heading "Shipper."

1-1-50 RULE No. 87. Cont.

- When carload freight received from a connecting line has been transferred, the initials and number of the original car also must be given on the waybill on which the freight is forwarded from the junction point.
- g. The agent making the waybill will be held responsible for the correctness of the rate used. The authority for the rate must be entered on the waybill.
- When freight moves on a joint through rate and the agent is furnished with the joint rate, it must be entered on the revenue waybill, and the charges from billing point to billing destination shown.
- A separate waybill must be made for each carload in a consignment, and for each less than carload shipment, whether local or interline. A single waybill may be made for a special train billed at a charge per train, or for a shipment which requires more than one car.
- The name or names of attendants authorized to accompany freight must be shown. (For Live Stock, see Rule 159-h.)

If free transportation of an attendant is authorized, a notation must be made on the revenue waybill:

If a charge for the attendant is made and fare is prepaid by the shipper, a notation must be made on the revenue waybill:

"......(Give name or names)......IN CHARGE, FARE PRE-PAID."

If a charge for the attendant is made and charge is to be collected at destination, a notation must be made on the revenue waybill:

"..........(Give name or names)............IN CHARGE, FARE TO BE COLLECTED."

If there is no attendant in charge of Live Stock, a notation must be made on the revenue waybill "NO ATTENDANT."

Should an attendant desert a shipment in transit, the fact must be noted on the revenue waybill.

A through ticket issued by the Passenger Traffic Department of this Company or a foreign line must be lifted and forwarded to the Auditor of Passenger Traffic with a letter of explanation and a notation must be made on the revenue waybill:

"......(Give name or names)...........IN CHARGE, FARE PRE-PAID." (See Rule 8.)

- When freight is consigned to "Order," the name of the shipper and the name and address of the party to be notified must be given on the revenue waybill, the word "Order" preceding the name of the party to whose order the freight is consigned. For example, see waybill exhibit on page 25 of "Forms." (See Rules 48-b and 86-g.)
- L The revenue waybill for carload and less than carload freight in bond must be billed to the "Collector of Customs for.........(name of owner)" and bear notation "IN BOND—Freight must not be delivered until released by United States Customs."

RULE No. 87. Cont.

m.

When perishable freight is loaded in solid carloads or with other freight, the word "Perishable" must be plainly written or stamped on the face of the revenue waybill. (See Rule 86-1.)

When explosives are loaded in solid carloads or with other freight, the agent must plainly write or stamp on the face of the revenue waybill "Explosives." (See Rule 86-1.)

When part of a carload shipment consists of Live Stock, the words "Live Stock" must be plainly written or stamped on the face of the revenue waybill. (See Rules 86-1 and 159-p.)

- water route, the agent must secure from the shipper a statement in writing of the amount of insurance desired, and note on the bill of lading, shipping order and revenue waybill "Insure for \$.... collecting from......" (specifying amount of insurance desired and from whom premium is to be collected.) This information must appear on the billing to the steamship line.
- **c.** The agent must enter on the revenue waybill for an export **shi**pment of spirits, "Notify Collector of Customs at Port of....."
- p. The revenue waybill for carload freight must move with the car. For exceptions, see General Notice 212 issued by the Transportation Department or subsequent reissue thereof.
- The revenue waybill for a less than carload shipment should accompany the car. For exceptions, see General Notice 212 issued by the Transportation Department or subsequent reissue thereof.
- r. When waybills covering less than carload shipments become separated from the freight, they shall be promptly mailed to billed destination by the agent at junction point, transfer or other station; except that when it is apparent the waybills cover a solid car of less than carload freight, an effort must be made to locate the car containing the freight.
- the date and hour the stock was originally loaded and the place, date and hour it was unloaded for feeding and watering and reloaded for each time it was fed and watered in transit, this also applies when Live Stock is fed and watered without unloading. Transfers to and from connecting lines should show the place, date and hour the stock was loaded after it was last fed and watered. Time shown should be indicated by E.S.T. for Eastern or C.S.T. for Central Standard Time.

When Live Stock is fed in transit for which a charge is assessed, the revenue waybill should show reference to "Advances Only" waybill covering the feeding charge. The "Advances Only" waybill must show reference to the revenue waybill and be securely attached to the revenue waybill.

For feeding charges account of United States Government shipments, the attendant's certificates, showing in detail the amount of feed furnished, should also be attached to the revenue waybill as evidence that such charges are payable by the Government. (See Rules 86-m, 159-s, t, v and 166-k.)

87. Cont.

When authorized to forward carload freight out of its regular route to scales for weighing, the agent must note on the revenue waybill, in addition to the regular route:

> "VIA.....SCALES TO BE WEIGHED." (See Rules 38-e and 86-d.)

- When the revenue waybill accompanies a car, the "Combined Weight of u. Car and Lading, for Engine Rating," must be shown in tons of 2000 pounds. An excess of 1000 pounds or more over the even tons should be counted an additional ton; less than 1000 pounds should be disregarded. (See Rule 86-f.)
- When carload freight is to be delivered on a siding short of the place to ٧. which it is billed, the words "Off at...." must be written in the space provided for "Destination." (See Rule 86-c.)
- If a shipment is forwarded without sufficient information to secure proper delivery, the additional information must be wired to the agent to whom the revenue waybill was sent, and to the Auditor of Freight Traffic.
- If it is necessary to hold non-perishable freight at a transfer point for x. correction of billing, or information from the billing point, the agent must wire to the agent at the point of shipment, and failing to receive a reply within twenty-four hours must report the facts to the Superintendent.

PREPAYMENT TO PLACES ON CONNECTING LINES

88. When freight is destined to a place beyond The Pennsylvania Railroad to which a joint rate has not been issued, and the shipper desires or is required to prepay to final destination, the agent must apply for a rate:

On Coal, Coke or Iron Ore, to the General Coal Freight Agent.

On other freight, to the Division or District Freight Agent.

The agent must not apply a local rate to a junction point with a foreign line on a shipment consigned to a point beyond to which a through rate is in effect. (See Rule 27.)

CORRECTION OF ERRORS ON WAYBILLS

- 89-a. In the event a billing error is discovered, the waybill must be corrected to show how the changes were arrived at, and reported to the Auditor of Freight Traffic at the corrected figures, issuing correction notice when advances or prepaid charges are involved, sending a copy to the Auditor of Freight Traffic, also to the forwarding agent. (See Rule 115-b.)
 - b. When an agent discovers or is advised of an error, he must correct all his accounts and reports which are affected.
 - When an overcharge is discovered, the Agent must secure the original C. paid freight bill, make refund to the party who paid the freight charges and secure receipt for refund made on copy of waybill correction notice. If the party is on the Credit List, the credit may be entered at once on the Ledger statement used.

G-400 Original

RULE No. 89, Cont.

c. If, for any reason a refund cannot be made by the Agent, the facts must be promptly reported to the Auditor of Freight Traffic.

d. "Advances" or "Prepaid only" waybills transferring freight charges or collections from one station to another must not be made except as authorized by the Accounting Department.

CORRECTION OF CHARGES OF CONNECTING LINES

90. A correction increasing or decreasing the charges on freight interchanged with connecting lines, and rebilled at junction points, should be adjusted subject to correction minimum prescribed by the Accounting Department.

WAYBILLS DELAYED OR IMPROPERLY FORWARDED

- 91-a. If the revenue waybill is not received with or in advance of the property, the forwarding agent must be advised by wire, if a carload, or by mail if a less-than-carload shipment.
 - **b.** Waybills received in error shall be handled as provided for in Rule 8-b of General Notice 206-C.

ASTRAY FREIGHT

92-a. Astray freight, except Coal, Coke or Iron Ore, must be forwarded to the marked destination promptly on "astray freight" waybill, form A.D. 5767.

Coal, Coke, or Iron Ore astray, or a "No-bill" car, must be reported by wire to the Superintendent, who will advise disposition.

If Freight, except Coal, Coke or Iron Ore, is astray through error of the shipper, the agent must promptly send it to the proper destination, making a revenue waybill at regular tariff rate, and show inbound freight charges, storage, etc., as advances.

Freight other than Coal, Coke or Iron Ore, astray through error of a connecting line, must be sent to the destination shown by the marks. An "Astray Freight" waybill must be made giving all the information called for by the form.

Freight received from a connecting line on "free astray" billing must be accepted and forwarded to destination.

For the delivery of astray freight, see General Notice 206-C issued by the Superintendents of Stations and Transfers or subsequent reissue thereof and A.D. 206.

A copy of the "astray freight" waybill must be sent at once to the Loading Agent and to the Superintendent of Stations and Transfers of the Region originating the freight.



TRANSFERRING

RULE No.

ď.

е.

b.

OVERLOADED CARS

99-a. A car known to be loaded in excess of its maximum weight limit must not be moved from the point where loaded until the excess lading has been removed by the shipper, except by the order of the Superintendent. (See General Notice 208-E issued by the Transportation Department and "Railway Lines

Clearances and Car Dimensions" or subsequent reissue thereof.) **b.** If a car loaded with freight, except Coal or Coke, has been

If a car loaded with freight, except Coal or Coke, has been moved from the point where loaded and is found to be loaded in excess of the prescribed maximum weight, the lading should be transferred to a car of greater capacity at the carrier's expense; if a larger car is not available, so much of the lading as may be necessary to reduce it to the maximum weight must be transferred to another car at the carrier's expense. The freight charges should be assessed on the basis of the aggregate weight from point of shipment to destination.

For Coal or Coke, see General Notice 208-E issued by the Transportation Department or subsequent reissue thereof.

For overloaded cars going to or coming from connecting lines, see General Notice 208-E issued by the Transportation Department, or subsequent reissue thereof.

when the entire lading of an overloaded car is transferred to another car, the latter must be forwarded to destination on the original card or revenue waybill, on which must be given the initials and number of the car to which the lading has been transferred.

When part of the lading of an overloaded car is transferred, the car to which the transfer is made must be forwarded on a card waybill, or on a waybill without charges, reading from the point of transfer to destination, and bearing the notation:

"Part of lading transferred from.......Car No......"

A notation must be made on the original card or revenue waybill, giving the initials and number of the car to which the transfer has been made and the weight of the lading transferred.

The weight on the revenue waybill from the point of shipment must be the weight on the original car before the transfer was made. When two cars are used, the initials and numbers of both cars must be shown on the waybill.

IMPROPERLY LOADED CARS

100-a. A car known to be loaded beyond the proper dimensions, or on which the lading is improperly distributed or secured, must not be moved from the point where loaded until the lading is adjusted by the shipper, except by order of the Superintendent.

If a car has been moved from the point where loaded and is found to be loaded beyond the prescribed dimensions (see General Notice 207-A issued by the Transportation Department and "Railway Lines Clearances and Car Dimensions" or subsequent reissue thereof), the lading should be adjusted, or, if not possible to adjust, so much of it as may be necessary to reduce the lading to the proper dimensions should be transferred to another car at carrier's expense. The freight charges should be assessed on the basis of the aggregate or applicable minimum weight from point of shipment to destination. For cars loaded beyond proper dimensions going to or coming from connecting lines, see General Notice 207-A issued by the Transportation Department and "Railway Lines Clearances and Car Dimensions" or subsequent reissue thereof.

Transferring 99 to 102 Inc. Original
1-1-50
RULE No.
100. Cont.

The car to which the lading is transferred must be forwarded on a waybill reading from the point of transfer to destination and bearing the notation:

"Part of Lading Transferred From.......Car No......"

A notation must be made on the original card or revenue waybill, giving the initials and number of the car to which the transfer was made and the weight of the lading transferred.

DISABLED CARS

When a car loaded with high class or perishable freight, not under refrigeration, is disabled, the lading must be transferred at once, unless the car can be repaired in less time than would be required to make the transfer. When the lading is Fresh Meat, or other highly perishable commodities under refrigeration, a transfer must be avoided if possible, the car kept well iced, and an immediate report of all the facts made to the Superintendent. If the lading is transferred, the car into which the property is to be loaded should be fully iced and chilled before making the transfer, and necessary report made to the Superintendent.

If it becomes necessary to transfer perishable freight from an iced refrigerator car to a car without ice, or from a frost-proof or insulated car to an ordinary car, a notation to that effect, giving the reason for the transfer, must be made on the card or revenue waybill.

When a car contains bulk freight, other than high class or perishable, the probable time required for repairs should be reported to the Superintendent for instructions as to transfer of the lading.

When a car moving under U. S. Customs seals becomes disabled, and for purpose of transfer or repairs it is found necessary to break the seals, the agent must be guided by the instructions contained in General Notice 211-B issued by the Transportation Department, or subsequent reissue thereof.

b. All transfers of the whole or any portion of the lading must be reported to the Superintendent on Form C.T. 321, except that when the transfer is made necessary by an accident a report must be made on Form C.T. 228. (Also see C.T. 1000.)

RECORD OF TRANSFERRED LADING

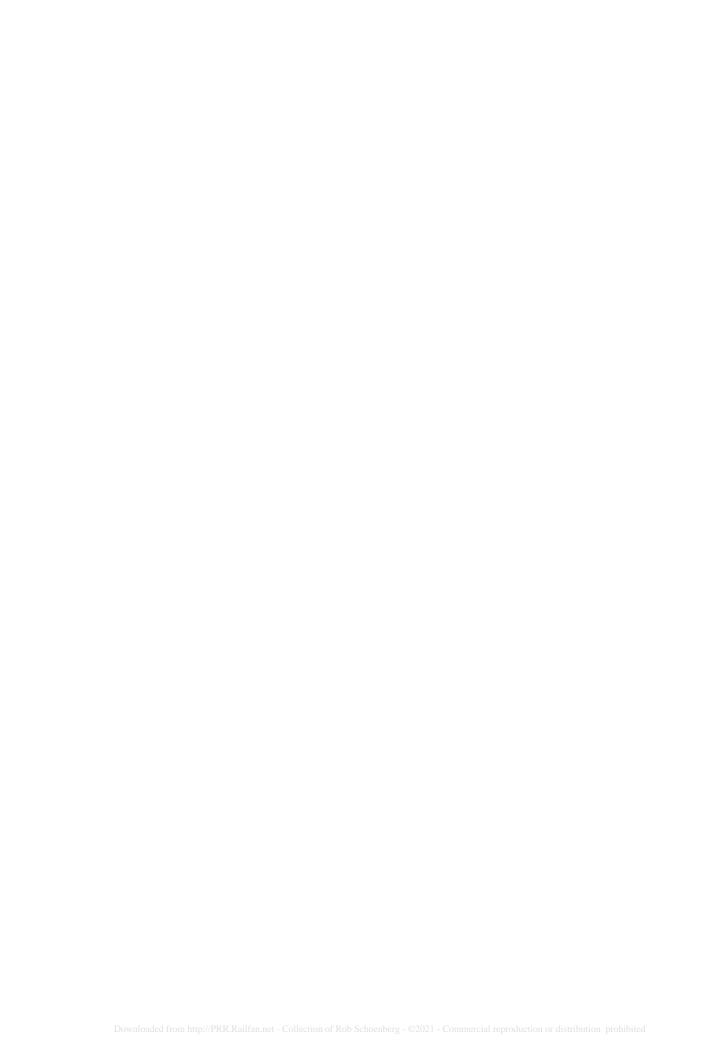
When freight is transferred from one car to another, full information must be entered on the card or revenue waybill, including the date and point of transfer, the initials and number of the car to which the transfer is made, the name of the station to which the car is forwarded, Over, Short, and Damage exceptions, and the charge, if any, for the service. In the absence of the waybill the contents of the car must be checked, and a permanent record kept of the checking.

All transfers of the whole or any portion of the lading must be reported to the Superintendent on Form C.T. 321, except that when the transfer is made necessary by an accident, a report must be made on Form C.T. 228. (See C.T. 1000.)

RULE No. 102. Cont.

b. When transferring freight susceptible to damage by the elements, protection must be accorded against rain, snow, cold or hot weather. (See Rule 13.)

c. All exceptions disclosed in checking trap or ferry cars must be reported to the shipper in writing. For full instructions see General Notice 206-C issued by the Superintendents of Stations and Transfers.



THE FREIGHT BILL

HOW TO PREPARE THE FREIGHT BILL

RULE No.

108-α.

The agent must fill in by typewriter, with ink or indelible pencil the blank spaces on the freight bill showing the title of the Company and the station to which payment must be made, the names of the forwarding and delivering stations, full name of the shipper (except as shown in paragraphs f and g of this rule), number and date of the waybill, initials and number of the car, and other information for which the form provides. (See Rule 11-b.)

- b. When a shipment is covered by a combination of local rates, the point to and from which the rates apply must be shown. Advances, if any, must be shown in detail. Charges for demurrage, reconsignment, icing, etc., not included in the freight rate must be shown in detail. When carload freight has been transferred enroute, the initials and number of the original car also must be shown and a copy of freight bill should be sent to origin billing agent with request to notify shipper of transfer.
- c. Exceptions to the property shown on the waybill must not be entered on the freight bill. For notations of exceptions at time of delivery, see Rules 118-m and 142 and General Notice 206-C issued by the Superintendents of Stations and Transfers.
- d. If it becomes necessary to issue a duplicate freight bill, the word "Copy" must be written in ink or stamped across its face. The issuing of duplicate freight bills should be discouraged.
- e. The receipt for prepaid charges collected at time of shipment must be acknowledged on the bill of lading. (See Rule 47-f.)

If the shipper requests a duplicate receipt, it should be furnished on prepaid freight bill stamped "DUPLICATE RECEIPT." Should a request be made for a duplicate receipt for charges prepaid to a place beyond that to which the property is billed, the full amount prepaid must be extended on the freight bill at the joint rate, and the point to which such joint rate applies must be shown. A duplicate receipt of this kind should have written across its face the words:

"DUPLICATE RECEIPT, ORIGINAL RECEIPT ON THE BILL OF LADING"

- f. If carload freight has been reconsigned in transit or at destination by the original consignee, the freight bill presented to the ultimate consignee should not show the name of the original shipper, except with the consent of the original consignee. (See Rule 11-b.)
- g. Freight bills presented to the ultimate consignee should not show the original point of shipment nor the route to the reconsigning point, except when requested by the ultimate consignee, and then only in instances where such consignee is required to pay the through charges from original point of shipment, or a portion of the freight rate. (See Rule 11-b.)
- When a stamp is used in receipting a freight bill, the name of the person receiving the payment must be written in ink or indelible pencil under the name of the agent.
- For information to be shown on freight bills covering a penalty charge, see Paragraph 3271—of A.D. 206.

Freight Bill 108



DELIVERING

RULE No. 114-α.

C.

RESPONSIBILITY FOR DELIVERING

The agent is responsible for all the property to be delivered within his jurisdiction and must take such precautions as may be necessary to secure delivery to the consignee or his authorized representative, from whom a receipt must be taken at the time and place of delivery of the freight, on a form provided for that purpose, except for a carload shipment delivered on a consignee's siding. Delivery receipt must be signed by the consignee or his authorized representative. The signature on the receipt may be written or stamped, but if stamped, the name of the consignee's representative must be written on the line beneath the stamped signature. (See Rules 13 and 118-d and Consolidated Freight Classification.)

All less than carload freight at stations must be checked at least once a week against Delivery receipts and a record maintained of all irregularities discovered on form C.T. 1237 (Weekly Check of Warehouse.) The record should show the action taken to secure disposition of the freight found on hand that should have been delivered, or otherwise disposed of as instructed in General Notice 206-C issued by the Superintendents of Stations and Transfers.

WAYBILLS TO BE CHECKED

If the number of articles or packages is specified on the waybill, the agent must verify the correctness of the billing by checking the items and the marks when unloading the car.

b. Should freight be incorrectly described on the waybill, the agent must, before making delivery, correct the waybill to the proper classification, issuing correction notice when advances or prepaid charges are involved, sending a copy to the Auditor of Freight Traffic; also to the forwarding agent. (See Rule 89-a.)

For carload freight, the agent must see that revenue is extended for the scale weight shown on the waybill, subject to the minimum weight provided by the Consolidated Freight Classification or tariff, making collection accordingly.

FREIGHT IN "CARE OF," "NOTIFY" OR "ADVISE"

When freight is consigned to one party in care of another party, the word "Order" being omitted, delivery may be made to either the "Care of" party, or the consignee, but the party to whom consigned (not the "Care of" party) is responsible for the freight charges. If the party to whom consigned (not the "Care of" party) is not on the Credit List, the freight charges must be collected before delivery, unless the "Care of" party is on the Credit List and the charges are guaranteed by him. (See Rule 116-c.)

b. When freight is consigned to one party, "Notify" or "Advise" another party the word "Order" being omitted, the former must be considered the consignee. The "Notify" or "Advise" party must be notified, but the property must be delivered to the consignee, or on his written order. (See Rule 116-d, and page 18 and 26 of Forms.)

Delivering 114 to 125 Inc. Original 1-1-50

RULE No. 116. Cont.

- A shipment billed to one party "Care of" another party, the word "Order" c. being omitted, does not require the surrender of the bill of lading for delivery. (See Rule 116-a.)
- d. A shipment billed to one party "Notify" or "Advise" another party, the word "Order" being omitted, does not require the surrender of the bill of lading, but does require a written order from the consignee for delivery to any other party. (See Rule 116-b and pages 18 and 26 of "Forms.")
- A shipment consigned by a shipper to himself, the word "Order" being omitted, is a straight consignment and must be delivered in accordance with Rule 118-a. (See page 16 of "Forms.")

PROMPT REMOVAL OF FREIGHT

- 117-α. Except for freight in store door delivery service, the agent must immediately notify the consignee (or the "Care of," "Notify" or "Advise" party, if shown in the waybill) in writing of the arrival of freight, using the form of "Arrival Notice," unless the agent has secured from the consignee (or other party designated to receive notice), a written agreement on the prescribed form to accept notice by telephone. The arrival notice must be stamped with the notation, "Any part of this shipment not removed will be stored at 7:00 A.M.(Date)." The station record of Arrival Notice sent by U. S. Mail must be kept on Form A.D. 1340, or in space provided on Delivery Receipt, and must show the local address of the consignee, and the date and hour at which the notice was mailed. If an Arrival Notice is delivered by messenger or by telephone, a proper record must be kept on Form A.D. 1339 of the date and hour at which the notice was delivered and the name of the party receiving telephone notice, and these records must be available as evidence. For delivery of freight received on "Astray Freight" waybill, "Over" without waybill, or found in the warehouse for which waybill cannot be located, see General Notice 206-C issued by the Superintendents of Stations and Transfers or subsequent reissue thereof.
 - Ъ. When carload freight has been transferred, the notice of arrival must show the initials and number of the original car as well as of the car in which the property was received. This information should also be shown on the freight bill and delivery receipt. (See Rule 108-b.)
 - When a consignee requests that Arrival Notice covering freight be sent C. to a particular address, a record of the request must be made by the agent.
 - ď. Failure of the consignee to remove carload freight within five days must be reported to the Superintendent, with a copy to the Division or District Freight Agent. (See Rule 144.)
 - When replying to an inquiry as to the delivery of freight, the date of arrival as well as the date of delivery must be given, together with the name of the party signing for the shipment.

1-1-50

RULE No. 118-α.

DELIVERY OF FREIGHT

Freight must be delivered to consignee or his authorized representative, or to another on the consignee's written order which must be placed on file. The original bill of lading properly endorsed may be accepted as a written order.

When the word "Order" appears on the card waybill, revenue waybill or bill of lading, in the space provided for name of consignee, the shipment must be considered an "Order" consignment and must neither be delivered nor placed on a private siding except on the surrender of the original bill of lading endorsed as prescribed.

Title to property waybilled to "Order" being vested in the "Order" party and transferable only by his endorsement on the bill of lading, delivery requested by the "Notify" party or other claimant requires surrender of the bill of lading bearing prescribed endorsement.

If, **before surrender** of the "Order" bill of lading, transfer of ownership of the property is made, such transfer should be indicated on the bill of lading by prescribed endorsement.

If, **after surrender** of the "Order" bill of lading, bearing prescribed endorsement, the Agent is notified of transfer of ownership, the shipment should thereafter be treated as a "straight" consignment.

For examples of "Order" bills of lading properly drawn, endorsed and transferred, see pages 3, 4, 5, 6, 7, 8, 9 and 10 of "Forms." (See Rule 47-a.)

b. The agent must, in every case, secure the original bill of lading for an "Order" shipment before he delivers the property, except upon official instructions received as set forth in the next paragraph of this Rule, and the agent is cautioned against accepting a paid draft or a written or printed order instead of the original bill of lading endorsed as prescribed, as evidence of ownership of an "Order" consignment.

Should delivery be requested on a duplicate bill of lading, on a bill of lading not endorsed by the "Order" party, or in advance of surrender of the "Order" bill of lading claiming it has been lost, delayed, destroyed, or otherwise is not immediately available, the property must be held and the facts reported to the Division or District Freight Agent. The Agent in such cases shall make delivery only upon instructions received from the Division or District Freight Agent, the Treasurer, or Freight Claim Agent of The Pennsylvania Railroad, based upon Rule 7 in Consolidated Freight Classification.

- c. Penalty charges must be assessed for delay in the surrender of an order bill of lading, in accordance with Tariffs 223-J and 225-H, Agent's Index 53.
- d. If a shipment is waybilled "Order, notify John Doe," the shipper must be regarded as the "Order" party. If waybilled "Order and notify John Doe," John Doe is the "Order" party.

Should an "Order" bill of lading, bearing only the endorsement of the party to whose order the shipment is consigned, be presented by other than the party to be notified, the agent must require the endorsement of the party presenting the bill of lading before making delivery. Should a person not known to the agent present an "Order" bill of lading, delivery must not be made until he is identified by some responsible person. (See pages 3, 4, 5 and 6 of "Forms.")

1-1-50

RULE No.

118.

- **d. Cont.** When endorsement of a corporation is required on an "Order" bill of lading, the name of the representative making the endorsement must be included.
- e. The inspection of property waybilled to "Order" may be permitted under any of the following conditions:
 - (1) On presentation, not surrender, of the original bill of lading, endorsed as prescribed:

the agent must note on the bill of lading "Property Inspected on(Date), at.....(Station.)" and sign the notation:

- (2) On presentation, not surrender, of the original bill of lading, bearing a notation authorizing inspection;
- (3) On a written order from the "Order" party, which order must be retained by the agent;
- (4) When the waybill contains such authority;
- (5) When required by law;
- (6) For purposes of grading or assignment to elevators, by authorized inspectors of Boards of Trade, Chambers of Commerce, or Commercial Exchanges.

A record of such inspection must be shown on the Delivery Receipt.

In the case of package freight, a complete record must be kept of the quantity of freight removed for sampling.

The inspection of property waybilled "Advise" or "Notify" the word "Order" being omitted, may be permitted under any of the following conditions:

- (1) On presentation of the original bill of lading, authorizing inspection;
- (2) On written order from shipper;
- (3) When waybill contains such authority;
- (4) When required by law.

Such bill of lading or written order must be retained by agent.

Immediately on surrender of "Order" bill of lading, the following must be written in ink or indelible pencil or stamped across its face and the blank spaces filled in:

ACCOMPLISHED
AtStation
On19
Freight Bill No

Accomplished "Order" bills of lading must be carefully filed by the agent in a separate file, in freight bill number order, and securely protected from damage.

"Order" bills of lading, bonds or letters of indemnity, and certified checks accepted as security, when forwarded by mail must be registered either by R.R.S. or U. S. Mail (See Rule 10-g.)

RULE No. 118. Cont.

g. The usual demurrage or detention charges must be assessed on an "Order" shipment held pending the surrender of the bill of lading. (See Rule 160.)

L A "straight" consignment (see example on page 2 of "Forms") must not be changed to an "Order" shipment (See example on pages 4 and 10 of "Forms"), nor an "Order" shipment to a "straight" consignment, except by permission of the Division or District Freight Agent, with confirmation in writing.

- i. If under any conditions an "Order," a "Notify," or an "Advise" shipment is delivered without surrender of the Bill of Lading, or other required document, the Agent must immediately notify the District Solicitor, Freight Claim Agent, District Freight Claim Agent, Division or District Freight Agent and Superintendent, furnishing full information of the facts of the case. The Agent must, however, continue his efforts to secure the Bill of Lading or other required document and if and when accomplished, immediately notify all concerned of that fact.
- j. The agent must not act as the representative of the shipper or consignee for the distribution of carload or less-than-carload freight, except as otherwise provided by Tariff. (See Rule 20-c and Consolidated Freight Classification, and Exceptions thereto.)
- **k** The presentation of arrival notice will not be considered proper identification when presented by an unknown party. (See Rule 114-a.)
- When a bill of lading for a straight shipment is presented which represents more property than the agent is able to deliver, he must in making delivery, note on the face of the bill of lading:

"Accomplished as to.........(specifying property delivered.......") and date and sign the notation. He may then return the bill of lading to the party presenting it, but must attach to the delivery receipt a memorandum covering full information as to the transaction. (For "Order" freight see Rule 118-f.)

m. A notation of damage to freight or shortage of a portion of a shipment, as shown by the checking of the agent at the time of delivery to consignee, may, at the request of the consignee, be entered on the freight bill, dated and signed by the agent in ink. (See General Notice 206-C issued by the Superintendents of Stations and Transfers or subsequent reissue thereof.)

An agency stamp (facsimile shown herewith) must be used for this purpose.

Date		Station FREIGHT CHECKS
per	Date	Agent

Original 1-1-50 RULE No. 118.

m. Cont. If notation is made as above, a record should be made on the delivery receipt, and in case of a shortage subsequently located and delivered, a notation must be made on the delivery receipt showing date of delivery.

No notation or exception shall be placed on the freight bill or the delivery receipt without the authority of the agent, foreman, or other delegated responsible employes.

- If the revenue waybill shows charges "collect" and the consignee presents a bill of lading with notation "prepaid" or containing a receipt for not less than the billed charges, or a notation signed by the agent at point of shipment to the effect that the charges on the shipment will be collected from the shipper and should, therefore, be considered to be fully prepaid (See Rule 47-f), the property should be delivered. When the bill of lading contains a notation "prepaid" only and the agent has reason to believe that the charges were not prepaid, he should hold the shipment (unless the party taking delivery is on the credit list) and wire the billing agent for information. If such information is not received within twenty-four hours, the facts must be reported to the Division or District Freight Agent.
- For instructions covering freight under refrigeration or ventilation, prompt delivery of which cannot be made, see General Notice 232-D issued by the Transportation Department or subsequent reissue thereof.
- **p.** For instructions covering the delivery of Explosives and dangerous articles other than Explosives, see General Notice 225-B issued by the Transportation Department or subsequent reissue thereof.
- **q.** For the delivery of freight received on "astray freight" waybill, freight "Over" without waybill or found in the warehouse for which waybill cannot be located, see General Notice 206-C issued by the Superintendents of Stations and Transfers or subsequent reissue thereof.
- If the number of articles in a shipment exceeds the number on the revenue waybill, see General Notice 206-C issued by the Superintendents of Stations and Transfers or subsequent reissue thereof.
- Agents at junction points, and at destination, will report by letter all shipments of less than carload freight not marked or packed, or carload freight not packed, blocked or braced in accordance with the rules and requirements of the Consolidated Freight Classification, or those which it is believed should be differently marked, packed, blocked or braced. When reporting shipments in pulp-board, fibre-board or corrugated straw board boxes, give name of box maker.

The original report shall be sent to the Agent originating or loading the freight with a copy to the Supervising Agent and one copy retained in the Agent's file.

FREIGHT TO BE HELD AT SHIPPER'S REQUEST

RULE No.

A request from a shipper to the agent at destination not to deliver property to a consignee must be made in writing, accompanied by the bill of lading, stating the reasons why delivery should not be made. The agent must hold the property, promptly report the facts to the Division or District Freight Agent and give any additional information he may have.

If the request is made to the forwarding agent and the property has been forwarded, Agent must promptly advise the Division or District Freight Agent and the delivering agent. (See Rule 4.)

DISPOSAL OF REFUSED FREIGHT

120. For complete instructions governing the disposal of Refused Freight see F.D. 558.

RESHIPMENT OF FREIGHT

Except where otherwise provided by tariff, freight may be reshipped without being removed from the car or station if the consignee pays all the charges, receipts for the property, obliterates the old marks, and marks the packages to agree with the new shipping instructions. For an "Order" shipment, the bill of lading endorsed as required by Rule 48 must be secured by the agent. The agent must not refund the whole or any portion of the amount collected on the original shipment.

Orders for reshipment of freight at destination must not be received from the consignee until he has actually accepted the property and paid the charges.

For reconsignments, see Reconsignment Tariffs.

b. Freight which cannot be delivered to the consignee may be returned to the shipper or reshipped to a new destination, on the written order of the shipper and the surrender of the original bill of lading, all charges to follow, provided the agent is satisfied that the freight will be worth the accumulated charges at the new destination; otherwise, the agent must require the payment of the accrued charges before forwarding the property. (See Rule 4 and F.D. 558.)

STORAGE OF FREIGHT

The agent should not permit his station to be used as a storehouse; and must use all proper means to induce the consignee to promptly remove his freight, explaining that the Company will not be responsible for loss or damage resulting from his failure to do so.

For complete instructions governing the Storage of Freight, see F.D. 558.

CITY DELIVERIES

123. For deliveries in the larger cities, the agent must consult terminal tariffs and other publications containing such information.

RULE No.

LIGHTERAGE AND FLOATAGE

124.

The following information is furnished in order that agents may understand the distinction between lighterage and floatage:

Lighters are vessels used for the carriage of freight which has been unloaded from or which is to be loaded into cars at points accessible by water.

Floats are barges fitted with tracks to receive cars to be transported to or from railroad piers or other points.

FREIGHT FOR AN INSOLVENT CONSIGNEE

125.

When freight arrives at destination for a consignee of whose insolvency the agent has been advised, the agent should hold the property and report the facts to the District Solicitor and to the Division or District Freight Agent.

COLLECTIONS AND REMITTANCES

COLLECTION OF FREIGHT CHARGES

RULE No.

131-a. The agent is responsible for the collection of freight, demurrage and other charges as provided for in Treasury Department Instructions to Agents, T.D. 50, to which he should refer for complete instructions.

- b. If the rate shown on the bill of lading differs from that on the waybill, and the tariff rate cannot be determined before delivery, the agent must collect at the waybill rate and notify the Auditor of Freight Traffic, explaining to the consignee that if the rate is found to be incorrect an adjustment will be made on the basis of the tariff rate.
- Any question as to the tariff rates applicable, which may arise at any time after the waybill has been made and accounted for, should be taken up with the Auditor of Freight Traffic.

RECORD OF COLLECTIONS

132. Collections made on freight account must be entered in the cash book the day they are received. Entries representing these collections must show the number and amount of each freight bill and the name of the shipper or consignee, except that a collection from a party on the Credit List, the detail of which is shown elsewhere, in the agent's accounting records, may be entered as one item.

When Agents are authorized to use a copy of T.D. 53-A (Remittance) as a sheet of the cash book, ledger cards and other data must be maintained by days in the order of the entries on T.D. 53-A, to support the cash book.

REMITTANCES

133. The agent must remit all collections as instructed by the Treasurer in Treasury Department Instructions to Agents, T.D. 50.

An agent's personal check or of employes under their supervision must not be included in a Company remittance. (See Treasury Department Instructions to Agents, T.D. 50.)

CASHING OF DRAFTS, ORDERS AND OTHER PAPER

134. See Treasury Department Instructions to Agents, T.D. 50.

SETTLEMENTS WITH CONNECTING LINES

135. Accounts due to or from a connecting line for freight interchanged and rebilled at junctions must be settled on a net basis at designated periods by drafts or according to instructions in A.D. 206.

COLLECT ON DELIVERY (C.O.D.) SHIPMENTS

136. Collection of C.O.D. amounts for Shippers is authorized in Rule 47 of Consolidated Freight Classification. For details of accounting see paragraphs 4000 and 4026 inc., A.D. 206.

Collections and Remittances 131 to 136 Inc.



LOSS, DAMAGE AND OVERCHARGE

FREIGHT CHECKING "SHORT"

RULE No.

140-a. For instructions as to the use of standard forms in connection with "Short" freight, see General Notice 206-C issued by the Superintendents Stations and Transfers.

- b. If a shortage is not accounted for within sixty days, the agent must secure relief of charges in accordance with existing Accounting Department instructions.
- water carriers on transfer freight bills or waybills, all shortages must be noted on the document accompanying the freight. For complete instructions covering freight checking short see General Notice 206-C issued by the Superintendents Stations and Transfers.

FREIGHT CHECKING "OVER"

141. For instructions as to the use of standard forms in connection with "Over" freight, and the handling and reporting of such freight, see General Notice 206-C issued by the Superintendents Stations and Transfers.

FREIGHT DAMAGED OR STOLEN

- 142-a. For instructions as to the use of standard forms in connection with freight damaged or stolen, see General Notice 206-C issued by the Superintendents Stations and Transfers.
 - b. When freight bears evidence of pilfering or damage upon arrival or at time of delivery, it shall be carefully weighed by the agent and such weight endorsed on the freight bill and delivery receipt. A joint inspection shall be made by the agent and the consignee, or his representative, at the station when practicable, the contents checked against the original bill of purchase, or a joint inventory made of the contents of the package, and receipt taken in accordance with the checking.

When impracticable to make such inspection or inventory at the station, an inspection shall be made immediately at the consignee's establishment. (See Rules 146 and 161-m.)

- c. In the event of lading being damaged as a result of unfit or defective equipment, from filth, waste, oil, grease, acids, salt, leaky roof or sides, bolts, nails, protruding objects, or from any other cause, the delivering agent must inspect both freight and equipment and keep a permanent record, showing the name of the party making the inspection, the nature and extent of the loss or damage and the apparent cause thereof, the condition of the equipment, showing what defects exist therein, whether the defects are new or were apparently present when the car was loaded.
- **d.** For instructions relating to damage to shipment of eggs, see "Notes" under Classification "Dairy Products: Eggs....." in the current Consolidated Freight Classification. Also see Rule 70-k.

Loss
Damage
and Overcharge
140 to 153
Inc.

RECORD OF DISCREPANCIES

RULE No. 143.

For instructions as to the preparation and use of Form C.T. 619, "Unloading record of Merchandise Cars, Containers, Trucks and Trailers" see General Notice 206-C issued by the Superintendents Stations and Transfers.

UNCLAIMED FREIGHT

144. Freight remaining on hand at the expiration of the free period provided by tariffs, will be considered as unclaimed. For Rules covering the disposition of unclaimed Freight see F.D. 558.

FREIGHT REFUSED ON ACCOUNT OF LOSS OR DAMAGE

If a consignee refuses to receive freight on account of apparent loss or damage, the agent must explain to him that, in order to avoid possible further loss or damage for which the carrier cannot be held liable, it is to the consignee's interest to receive the freight and pay the charges, and that such action will not invalidate his claim, which will be adjudged on its merits. If still refused, the agent must take charge of the property, provide for its safe-keeping and then proceed as instructed in F.D. 558.

FREIGHT DELIVERED IN APPARENT GOOD CONDITION

When an agent has received notification of a loss from or damage to a shipment which has been previously delivered in apparent good order, he will be guided by instructions in General Notice 206-C issued by the Superintendents Stations and Transfers covering concealed Loss and Damage.

CLAIMS FOR LOSS BY LEAKING

- 147-a. A claim for loss by leaking should be accompanied by certificates of gaugers at point of shipment and destination and by the original or a certified copy of the bill of purchase. The agent must forward these papers to the Freight Claim Agent with a statement of the facts in connection with the loss.
 - A package showing signs of leaking when unloaded from the car and at the time of delivery must be weighed and the weights recorded. While in the warehouse awaiting delivery, an effort should be made to prevent further leaking.

CLAIMS FOR LOSS OR DAMAGE

Claimants should be informed by agents that presentation of claims to origin or destination agent, rather than direct to the Freight Claim Agent, using Standard Form F.D. 1554 or letterhead of claimant will expedite disposition. The original bill of lading, original paid freight bill and original invoice should be furnished in support of the claim. If either the original bill of lading or paid bill cannot be procured, a letter of indemnity (F.D. 1556) must be furnished. A certified copy of the invoice may be furnished in lieu of the original.

RULE No.

148. Cont. Ъ.

Form F.D. 1560 "Agent's Transmittal of Loss and Damage Claim" must be prepared and supported with station records, as required by the form, then forwarded to the Freight Claim Agent within ten (10) days after receipt of claim from the patron. Disallowal of claims or return of claim papers by an agent to the claimant is prohibited under any circumstances. Once presented to an Agent, a claim for loss and damage must be transmitted to the Freight Claim Agent on Form F.D. 1560 with required station records.

The agent must supervise the investigation of, and personally sign all C. letters and documents in connection with each claim for \$25.00 or more.

CLAIMS FOR OVERCHARGE

149-a. When an overcharge is claimed which cannot be adjusted by the agent as provided in Accounting Department instructions, the claimant must be required to prepare standard form for presentation of overcharge claims A.D. 5260, or similar form in use by claimants, attaching the original bill of lading and paid freight bill if issued.

> If for any reason the claimant is unable to produce the original bill of lading or paid freight bill, if issued, he must furnish a bond of indemnity, A.D. 1796. The agent must forward the claim promptly to the Auditor of Freight Traffic.

b. A claim for overcharge on account of excessive weight must, in addition to the above, be supported by a certificate of weight claimed, or reference to the number of a duly authorized weight agreement.

CLAIMS PRESENTED BY SHIPPER

150. Bills covering services, or material supplied by shipper, which, under Tariff provisions should be performed or supplied by the carrier, should be forwarded to the Supervisor of Regional Expenditures for settlement.

HANDLING OF CLAIM PAPERS

- 151-a. The agent must maintain a record of claims filed with his office, recording the claimant's number, if shown and the Freight Claim Agent's number if subsequently received. (See General Notice 206-C issued by Superintendents Stations and Transfers.)
 - b. The agent must keep a record of communications covering claims which have been filed direct with the Freight Claim Agent, or other officer, or with other roads, by noting the claim number and amount on available documents. (See General Notice 206-C issued by the Superintendents of Stations and Transfers.)
 - The agent must not show nor send to a claimant or other unauthorized C. person the papers covering the investigation of a claim. Claim papers are the property of the Company, and none may be detached except by authority of the proper officer.
 - d. It will be permissible for the agent to furnish to Freight Claim Officers of other roads information concerning shipments covered by claims under investigation by them, and requests for such information must be handled promptly.

RULE No.

TRACERS FOR DELAYED OR MISSING FREIGHT

A request from a shipper to trace or show delivery of less than carload freight must be handled without delay.

The agent must use Form C.T. 377 when tracing to show delivery of less than carload freight. Originating Agent will prepare in triplicate, forward the original to destination, copy to party requesting information and file one copy in closed file. Destination agent will promptly complete and return Form C.T. 377 direct to shipper.

This form may also be used for requesting transfer record at intermediate stations in which case transfer agent will reply to agent.

when a complaint is made by a shipper or consignee of delay in the movement of carload freight which has had time to reach destination, the agent must report the complaint:

If Coal, Coke or Iron Ore:

To the General Coal Freight Agent and Superintendent.

If other freight:

To the Division or District Freight Agent and Superintendent,

d. When replying to an inquiry as to the delivery of freight, the date of arrival as well as the date of delivery must be given together with the name of the party signing for the shipment.

SEALING OF CARS

153-a. Except when loaded with Coke, all loaded box, refrigerator, and stock cars must be sealed as soon as loaded, on both side and end doors, with the standard seals or with seals furnished by shipper when authorized. A record of all seals applied must be kept in C.T. 815, C.T. 815-a, or C.T. 815-b. The inside doors of refrigerator cars should not be sealed. Staples, hasps and fastenings must be in good order, and all old seals must be removed.

Seals with extra long wires, to be used on cars the doors of which are left partly open for ventilation, will be furnished on requisition. Freight loaded in cars so sealed should be placed away from the door beyond reach.

- b. Cars containing freight in bond moving under U. S. Customs seals require no other seals, but a full record must be taken in C.T. 815, C.T. 815-a or C.T. 815-b of the impressions on the Customs Seals.
- c. Cars equipped with Wagner Doors must be sealed at the lever, except that when doors are left partly open for ventilation the seals must be applied at the hasp and not at the lever.
- d. When a sealed car contains freight for several stations, the agent at each station at which freight is unloaded must reseal the car, unless the conductor is furnished with a press and seals, in which case the conductor must do the resealing.

Original 1-1-50

RULE No. 153. Cont.

e. When it becomes necessary to break a seal on a car in transit, in passing through shops for repairs, or for sampling or inspection of contents, only the seals broken should be replaced. A report on Form C.T. 865 showing all letters, numbers and marks on the face and back of seals removed, on the seals applied, and on the seals which were not disturbed, should be forwarded to the Superintendent.

For breaking seals on cars containing freight in bond, see Rule 161-1 and General Notice 211-B issued by the Superintendents Stations and Transfers or subsequent reissue thereof.

- f. C.T. 815, C.T. 815-a or C.T. 815-b must be used by the agent at destination for recording letters, numbers and marks on the face and back of seals and the condition of fastenings on side and end doors, whether the cars are to be unloaded by him or by the consignee. The record must be distinct and accurate, so that in case of a claim, it may be used as evidence. When a car which should have been sealed arrives at destination with defective seals or without seals, the agent must check the lading before delivery to the consignee or while being unloaded by the consignee.
- g. The agent must show the seal record when reporting stolen, short or damaged freight.
- h. At junction points with connecting lines, the agent must make a record in C.T. 815, C.T. 815-a or C.T. 815-b of seals on cars received from or delivered to such lines. If the seals are defective or missing, the defective seals must be removed, the car resealed, and a record made in C.T. 815, C.T. 815-a or C.T. 815-b showing the imperfections of the seals removed and all the letters, numbers and marks on the face and back of the seals applied and on the seals which were not disturbed. The seal record must be taken at the time the car is placed on or removed from the interchange track.
- i. Imperfect sealing is defined as follows:

Absence of seal

Blank seal

Broken seal

Indistinct impression

Seal improperly applied

Seal on insecure door fastening

An imperfect seal record is defined as follows:

No record of seals on side doors or end doors;

No record of secure inside fastening of end doors, if not sealed;

No record of marks or impression on seals;

No record of seals by conductor at stations at which there is no agent.

j. Seals and presses must be kept under lock and key when not in use, and unauthorized persons must not be allowed to handle them.

For further instructions, see General Notice 205-A issued by the Superintendents Stations and Transfers or subsequent reissue thereof.



SPECIAL RULES

RULE No.

PICK-UP AND DELIVERY SERVICE

158.

For Rules, charges **and allowances** for the Pick-Up and Delivery Service on freight moving on less than carload or any quantity rates see C. W. Bain's Tariff I.C.C. No. A-829 or reissue thereof.

Procedure for preparation of reports and accounting is covered by Paragraphs 4050 to 4078 inc. of A.D. 206.

LIVE STOCK

159-a.

A Uniform Live Stock Contract must be executed for all shipments of Live Stock. The contract must be prepared in duplicate; both copies must be signed by the shipper and the agent, and both signatures must be witnessed in the space provided in the contract. The forms are headed "Duplicate-Original" and no erasure or correction of these words should be made. One copy must be retained and filed by the agent, and the other given to the shipper. If the shipper requests an additional copy of the contract, it must be plainly marked "COPY."

If the shipment is ordinary live stock, the agent will require the shipper to execute on the Uniform Live Stock Contract the declaration to that effect. If the shipment is other than ordinary live stock and the shipper declines to declare the value, the shipment shall not be accepted for transportation.

Live Stock will be charged the rates prescribed by the Consolidated Freight Classification and tariffs. If the shipper of ordinary live stock elects not to accept all the conditions of Uniform Live Stock Contract, the contract must, nevertheless, be executed and must bear the following notation, in writing or stamped on the face of the contract and on the waybill:

"In consideration of the higher rate charged the Live Stock herein described will be carried at the carrier's liability, limited only as provided by law and subject to the terms and conditions of the carrier's Live Stock Contract in so far as they are not inconsistent with such carrier's liability." (See page 22 and 24 of "Forms.")

- b. No agreement should be made to transport Live Stock by any particular train or kind of car, within any specified time, nor in time for any particular market, and the agent must not sign a receipt containing such guaranty. (See Rules 21 and 54.)
- c. Cars should be suitably bedded with kind and amount of material consistent with specie of animals and weather conditions. (Sand is recommended for summer, straw or sand and straw for winter.) See General Notice 219-B.
- d. Before cars are loaded, the agent should examine to see that they are clean and see that the floor, cross-bars and doors are in proper order. The agent must count the animals as they are being loaded, when possible to do so. If this cannot be done, they may be accepted at the shipper's count and a notation to this effect made on the Uniform Live Stock Contract and the waybill. The doors should be securely fastened before the car is moved.

Special Rules 158 to 168 Inc. e. Overcrowding should be avoided and nervous or vicious animals segregated. The agent must not allow calves, hogs or sheep to be loaded in the same car with cattle, horses or mules, unless properly separated by a substantial partition erected by the shipper to prevent injury; except that suckling calves may be loaded with fresh cows and suckling colts with mares. Bulls must be securely tied or partitioned in mixed shipments. (See Consolidated Freight Classification and General Notice 219-B.)

Live Stock, except less than carload shipments in crates, boxes or cages, must be loaded and unloaded by the owner at his risk, except in those instances where this duty is made obligatory upon the carrier by statute or is assumed by lawful tariff provision.

g. An owner or his agent may accompany shipment of live stock as an attendant, subject to tariff regulations. (See Rule 8 and General Notice 219-B.)

h. The name or names of attendants authorized to accompany Live Stock must be shown on the card and revenue waybills.

If free transportation of an attendant is authorized, a notation must be made on the card and revenue waybills:

If a charge for the attendant is made and fare is prepaid by the shipper, a notation must be made on the card and revenue waybills:

"......(Give name or names)......IN CHARGE. FARE PRE-PAID."

If a charge for the attendant is made and the charge is to be collected at destination, a notation must be made on the card and revenue waybills:

"..........(Give name or names)...........IN CHARGE. FARE TO BE COLLECTED."

The amount collected for the fare of an attendant must be entered in the "Freight Charges" and "Prepaid" columns on the revenue waybills.

If there is no attendant in charge of LIVE STOCK, a notation must be made on the card and revenue waybills "NO ATTENDANT."

Should an attendant desert a shipment in transit, the fact must be noted on the card or revenue waybill.

A through ticket issued by the Passenger Department of this Company or a foreign line must be lifted and forwarded to the Auditor Passenger Traffic with a letter of explanation and a notation made on the card and revenue waybills as follows:

"............(Give name or names).............IN CHARGE. FARE PRE-PAID." (See Rule 8.)

i. An attendant assumes all risks of injury to his person while in charge of Live Stock during its carriage and delivery, and must sign a release on the Uniform Live Stock Contract. A male who cannot speak the English language, or is defective in sight or hearing to a marked degree, or a minor, or a female, will not be carried as an attendant. (See Rule 8.)

RULE No. 159. Cont.

For instructions covering inspection of and quarantine regulations for Live Stock (see General Notice 219-B issued by the Transportation Department and guarantine tariffs on file.)

- **k** Small fancy stock requiring special care must be handled as required by the Consolidated Freight Classification, or forwarded by Express.
- L For the rules and valuations covering a shipment of race horses, stallions and other high-priced animals, see Consolidated Freight Classification.
- m. Declared valuations of Other Than Ordinary Live Stock must be inserted in the Uniform Live Stock Contract.
- when Live Stock received from more than one shipper or intended for more than one consignee is loaded in the same car, or when loaded in a way car, a distinguishing mark should appear on each animal. A tag securely fastened to the halter will be sufficient for horses or mules. Cattle or small stock should be marked with one or more initial letters. Calves should be tagged, or clipped, or shaved, so as to show distinctive marks. Corresponding initials or marks must be placed on the waybill opposite the name of the consignee.
- The card and revenue waybills must show the number of head and the kind of stock, thus:

20 Fat (or stock) Cattle 200 Sheep

- When Live Stock is loaded in a car with other freight, the words "Live Stock" must be plainly written or stamped on the face of the revenue or card waybill on which the car is moved.
- If owner or person in charge of live stock makes request to have time of confinement in car or cars extended to 36 hours, requests must be made on Form C.T. 49, which is prepared in duplicate. The carbon copy must be carefully filed by the forwarding agent and the original portion attached to the card or revenue waybill accompanying the shipment. When the "36-Hour Release" has been executed, the car or revenue waybill accompanying the shipment must be noted:

"36-Hour Release Executed."

(See General Notice 219-B issued by the Transportation Department or subsequent reissue thereof.)

- The revenue waybill accompanying a shipment of Live Stock must show the date and hour the stock was originally loaded and the place, date and hour it was unloaded for feeding and watering and reloaded for each time it was fed and watered in transit, this also applies when Live Stock is fed and watered without unloading. Transfers to and from connecting lines should show the place, date and hour the stock was loaded after it was last fed and watered. Time shown should be indicated by E.S.T. for Eastern or C.S.T. for Central Standard Time.
- All charges on Live Stock in carloads must be entered on the card waybill, which must also show whether the amounts are prepaid or to be collected.

RULE No. 159. Cont.

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Should an agent at the billing station furnish feed for Live Stock in transit, or render any service for which a charge should be made, he must enter the charges therefor in the "Advances" column on the revenue waybill, and report such charges to the Auditor of Freight Traffic on A.D. 1607.

When an agent at an intermediate station furnishes feed or any special service for stock in transit for which a charge is made, he must keep a complete record of the service furnished and the charge therefor. He should make "Advances Only" waybill for such charge, giving full reference to the revenue waybill, attach the "Advances Only" waybill to the revenue waybill on which reference should be made to the "Adances Only" waybill and adjust the credit so obtained by a charge to the Auditor of Freight Traffic on A.D. 1607.

For feeding charges account of U.S. Government shipments, the attendant's certificates, showing in detail the amount of feed furnished should also be attached to the revenue waybill as evidence that such charges are payable by the Government.

When feed or other supplies are purchased, the bills should be sent to the Supervisor of Regional Expenditures for settlement.

- A shipment of Live Stock must be consigned direct to the party to whom u. it is to be delivered at destination, and will not be received for transportation when consigned to "Order" or "Notify" or "Advise."
- When "feeder and stocker" animals are received from areas from which ٧. "feeder and stocker" rates apply to rate-breaking points, destination agent must obtain certificate from consignee that said stock is for feeder and stocker purposes and not to be slaughtered within 30 days. Certificate must be attached to revenue waybill before forwarding to Auditor of Freight Traffic.

DEMURRAGE

- 160-a. Demurrage must be charged in accordance with Car Demurrage Rules and Charges Tariffs. The agent should be governed, in the application of such rules, by Accounting Department instructions.
 - Ъ. A request for a reduction or a cancellation of demurrage, and all questions referring to the application of the tariff, must be referred to the Auditor of Freight Traffic.
 - c. Demurrage accruing against a shipper not on the Credit List must be collected before the shipment is receipted for or the car forwarded, unless the shipper elects to have the demurrage collected at destination. If a shipper, whether or not on the Credit List, desires demurrage to follow a shipment, the amount may be advanced on the waybill for collection at destination, in which case it must be entered as "Advances" on the bill of lading and shipping order. (EXCEPTION: On Ohio intrastate shipments the charge must be collected at point of shipment.)
 - d. Demurrage accruing at or transferred to destination must be collected before the property is delivered, unless the consignee is on the Credit List.

RULE No. 160. Cont.

- when a shipment is stopped in transit at the request of the owner, demurage must be charged in accordance with the Demurage tariff. As provided in the reconsigning tariff the person making the request must be required before the car is forwarded, to pay or satisfactorily guarantee payment of the demurage which has accrued. If guaranteed, such charges should be transferred on advances only waybill to destination for collection. (See Rule 5.)
- f. When demurrage is entered on the freight bill it must be shown as a separate item in the column headed "Advances."
- g. The agent must see that a record of the placement of all cars for loading or unloading is furnished to him, signed by the conductor placing the cars.

MERCHANDISE IN BOND

- 161-a. The shipper of import freight in bond should deliver to the forwarding agent a bill of lading and shipping order of the railroad company's standard form, plainly stamped or marked "In Bond," showing as consignee "Collector of Customs for.........(Name of Owner)......."
 - **b.** Freight in bond, not corded and sealed, when being loaded into the car must be checked by the Customs Officer.
 - Each package of freight in bond which is corded and sealed with Customs Seals, must be tagged by the agent with Form C.T. 205 on the side showing the marks. Should the tag be missing, one must be attached by the delivering agent at the time of unloading.
 - d. When a car contains freight in bond which is corded and sealed with Customs Seals, the car doors should not be sealed with Customs Seals. Freight not in bond may be loaded in such car.
 - e. When a car contains freight in bond which is not corded and sealed with Customs Seals, the car doors must be sealed with Customs Seals by the Customs Officers. Freight not in bond, except perishable, may be loaded in such

A car sealed with Customs Seals must be loaded to the point to which the bonded freight is billed. (See Rule 153-b.)

- f. Perishable freight not in bond must not be loaded in a car which is to be fastened with Customs Seals.
- g. A car which is sealed with Customs Seals must be carded on each side with Form C.T. 612 reading:

Original 1-1-50

RULE No.

IMPORTED MERCHANDISE UNITED STATES CUSTOMS

161.	• •
g. Con	Two years' imprisonment or \$5,000 fine, or both, is the penalty for the unlawful removal of the United States Customs Seals on this car. United States Customs Officers only are authorized to break these seals.
	Notice—The merchandise in this car must be delivered to the Chief Officer of the Customs at
h.	Carload and less than carload freight must be billed to 'Collector of Customs for(Name of Owner)" and bear a notation:
	"IN BOND—FREIGHT MUST NOT BE DELIVERED UNTIL RELEASED BY U. S. CUSTOMS"
i.	Three copies of carrier's U. S. Customs Manifest, or four if required, must be signed by the receiving agent, all of the copies being returned to the Customs Officer, excepting one which must be securely fastened to the waybill accompanying the car. A car containing freight in bond must not be moved without Customs Manifest, except by permission of the Superintendent.
j.	Freight in bond must be billed to the Customs Port of Entry at which the shipment is to be cleared, regardless of final destination. (See A.D. 206.)
k.	When the car arrives at the Customs Port of Entry at which shipment is to be cleared, the agent must deliver the Customs Manifest to the Collector of Customs and notify the consignee of arrival. (See Rule 117-a.)
l.	Customs Officers only are authorized to break United States Customs Seals except as provided for in General Notice 211-B issued by the Superintendents Stations and Transfers or subsequent reissue thereof. (See Rule 101-a.)
m.	Freight in bond not corded and sealed, when being unloaded from the car must be checked by the Customs Officer. If freight in bond checks in bad order, it must be examined jointly by the Customs Officer and the agent.
n.	Bonded freight must not be delivered to the consignee until inspected and cleared by the Customs Officer. A heavy penalty is prescribed by the U. S. Government for violation of this rule. If property is delivered to the Customs Officer or Custom House, a receipt must be obtained from the Customs Officer. Carload freight in bond, until cleared by the Customs Officer, must not be placed on a private siding except at a Bonded Warehouse.
0.	If freight in bond cannot be cleared by the Customs Officer and delivered immediately after being taken from car, it must be placed under lock and key

in separate compartment at the station.

G-400

Original 1-1-50

RULE No. 161. Cont.

p. For further instructions in regard to freight in bond, see General Notice 211-B issued by the Superintendents Stations and Transfers or subsequent reissue thereof.

For distilled spirits and liquors in bond, see Rule 164.

FREIGHT FOR EXPORT

- All freight for export requires a "Shipper's Export Declaration." This form must be secured and prepared by shippers. For full instructions see B. T. Jones' Freight Tariff 571-C or subsequent reissue thereof.
 - **b.** Each package of less than carload export freight should be marked in accordance with provisions of Rule 6 of Consolidated Freight Classification.

INTOXICATING LIQUORS

163. For detailed instructions as to the requirements in the acceptance and delivery of such shipments, see General Notice 216-E issued by the Transportation Department or subsequent reissue thereof.

DISTILLED SPIRITS OR LIQUORS IN BOND

Agents must not receive Distilled Spirits or Liquors in Bond unless the necessary United States Internal Revenue Certificate covering freight in bond is attached to each cask or package as required by law. Distilled Spirits or Liquors in Bond should only be accepted when billed to or in care of a bonded warehouse or to a foreign country. For export shipments, see Rule 162.

MEAT OR MEAT FOOD PRODUCTS

- 165-a. For instructions covering the transportation of Meat and Meat Food Products in interstate and foreign commerce, see F.D. 260 issued by the Freight Traffic Department or subsequent reissue thereof.
 - b. When a car loaded with Meat or Meat Food Products is sealed with Government seals a notation to that effect must appear on the card or revenue way-bill on which the car is moved. Such seals having been placed on the car by the meat inspector of the United States Bureau of Animal Industry must not be removed from the car except as provided in F.D. 260 issued by the Freight Traffic Department or subsequent reissue thereof.

UNITED STATES GOVERNMENT PROPERTY

United States Government property, when offered with Government bill of lading for shipment, should be accompanied by U. S. Government Bill of Lading Waybill Form 1103, or if a transit shipment, by U. S. Government Bill of Lading Transit Waybill Form 1131, and the four underlying forms.

Original
1-1-50
RULE No.
166. Cont.

b. The agent must see that actual weights are inserted on the bill of lading endorsed as to estimated weight by the Government Officer, and that any other necessary information is given on the bill of lading. Usually the word "Tariff" will be shown in lieu of the rate, but if the rate is given it should be verified before the bill of lading is signed.

- C. Only one set of forms, as mentioned in Rule 166-a, shall be issued for each Government shipment, which should be signed by the agent at the originating point and returned to the shipper to be forwarded by him to the consignee. The shipping order, waybill and waybill copy must be held by the agent for billing purposes. Memorandum copies of bills of lading will be required by some Departments of the Government.
- d. The consignee's certificate of delivery at the bottom of the Government bill of lading must be properly filled out, at time of delivery, by the officer receiving the shipment, and the bill of lading surrendered to the delivering agent. Should the consignee place on the reverse side of the bill of lading any endorsements as to loss or damage, the agent should make a record thereof on the delivery receipt; and place on the bill of lading, in the lower left hand corner, reference to the Over, Short or Damage Report issued by him.

If the consignee is unable to produce the bill of lading at time of delivery, the agent should deliver the property, taking consignee's receipt showing his assignment and rank, as well as the name of the department forwarding the shipment, and the number of the bill of lading. The receipt should be attached to the unpaid freight bill and held for the surrender of the bill of lading. When the bill of lading is received it should be forwarded to the Auditor of Freight Traffic as instructed by the Accounting Department.

Post Office Department and postal service shipments, when not accompanied by bill of lading, should be receipted for to the agent on Government Form No. 1419, which will be issued by Postmasters or postal employes in lieu of Government bill of lading.

Should the original Government or commercial "Accomplished" bill of lading not be produced within 10 days after delivery of the property, the agent should secure from the Government representative to whom delivery was made a CERTIFICATE IN LIEU OF LOST BILL OF LADING, on United States Government Standard Form 1108. (See instructions issued by the Accounting Department in A.D. 206.)

Bills for transportation or miscellaneous charges must not be stamped with word "duplicate" or "copy." For accounting procedure and collection of drayage and storage charges see A.D. 206.

- when the agent takes credit on A.D. 1608, he must attach to it the "Accomplished" bill of lading, unpaid freight bill and one copy, demurrage or storage bills in duplicate and a receipted bill for drayage charges duly certified to by the Government Officer or representative as to the correctness of charge, cause for such charge and that the charge is payable from public funds, and enter the total charge in the cash book as a collection.
- The waybill and freight bill must show the printed initial and number of the bill of lading.

RULE No. 166. Cont.

g. The agent must not collect charges payable by any Department of the United States Government. Credit should be claimed on A.D. 1608.

- All Government shipments, whether in freight or passenger service, should be billed in the regular freight series. A copy of the revenue waybill covering freight moved in connection with troops in special passenger-train service should be forwarded promptly by the billing agent to the Auditor of Freight Traffic.
- Freight consigned to a representative of the United States Government if accompanied by a commercial bill of lading, will not be considered Government property and such shipment must be billed prepaid and charges collected from the shipper, except as provided for in instructions issued by the Accounting Department, in A.D. 206.
- j. Freight for the United States Government must not be accepted when consigned to "Order."
- Bills for feeding charges account of U. S. Government shipments should be covered by attendant's certificates showing in detail the amount of feed furnished at each service station. The agent at destination, should leave certificates attached to waybills and forward to the Auditor of Freight Traffic as instructed in A.D. 206.

See A.D. 206 for additional instructions relative to accounting for U.S. Government shipments.

STATE GOVERNMENT PROPERTY

- 167- α . State Government property should be handled in the same manner as specified in Rule 166-h.
 - b. Charges due by the State Governments, Municipal Governments, and other political sub-divisions, should be collected by agents; however, when an affidavit is required, or settlement is to be made by voucher to the Treasurer, credit should be claimed on A.D. 1608. (See A.D. 206 for additional instructions relative to accounting for State and Municipal shipments.)

LEGAL PROCESS

- When an agent is served with a subpoena, summons, writ of replevin, or other legal process, except such process as is regulated by Sections e and f of this rule, he must promptly report the facts in the case to the District Solicitor, Freight Claim Agent, Division or District Freight Agent and Superintendent.
 - Should a sheriff or other officer having authority seize, under a writ of attachment or replevin, or other legal process, any freight, cars, or other property in possession of the Company, the agent must secure a copy of the writ and at once notify by wire the District Solicitor, Division or District Freight Agent and Superintendent. The agent must immediately send a full report of the facts to the District Solicitor and the Freight Claim Agent, enclosing to the District Solicitor the original writ.

1-1-50 RULE No. 168. Cont.

C.

Should the officer making the seizure insist on the removal of the property before instructions are received from the District Solicitor, Freight Claim Agent, Division or District Freight Agent or Superintendent, the agent must collect all charges and obtain from the officer a receipt for the property. If the seizure is made at the point of shipment, the agent must promptly notify the shipper, and, if the waybill has been forwarded, he must also wire the agent at destination, who must advise the consignee. If the seizure is made at destination, the agent must notify the consignee and wire the forwarding agent, who must promptly advise the shipper.

An "Order" shipment must not be delivered to a sheriff or other officer acting under legal process, unless the bill of lading is surrendered on demand or its negotiation enjoined by the court. The agent, however, should not resist the officer executing the process.

In case the sheriff or other officer shall, without any seizure, merely serve a writ of garnishment on the agent attaching any property of a defendant at his station, he shall hold the property until advised by the District Solicitor. In case such property, however, is at the time actually in transit or outside the county, he shall not take measures to stop the property or have it held, but will make a careful note of the facts, with special reference to the time of service of the writ and the actual location of the property, if known, and report to the District Solicitor, Freight Claim Agent, Division or District Freight Agent and Superintendent.

e. When an agent is served with a writ of attachment or other process restraining the payment of money:

To an employee, including wages, he shall be governed by instructions in Treasury Department Instructions to Agents, T.D. 50, Part VI—SAFEGUARDING AND DELIVERY OF PAY DRAFTS AND PAY ORDERS;

To other than an employee, he shall be governed by the instructions in T.D. 50, Part I—GENERAL INSTRUCTIONS.

When an agent is served with an assignment, or notice of assignment of wages, he shall be governed by the instructions in T.D. 50, Part VI—SAFEGUARDING AND DELIVERY OF PAY DRAFTS AND PAY ORDERS.

f. Should an agent be subpoenced as a witness or to furnish information from his record, he must immediately communicate with the District Solicitor, and advise the Superintendent and Division or District Freight Agent.

SAMPLE FORMS—ILLUSTRATING RULES

Sample Forms Illus-Trating Rules



CONTRACT TERMS AND COMPLYTONS

- a. L. (a) The confer or party in pas
- Since, i.e., (a) The exciting or party in passession at early of the passporty is (b). He central or party in passessation of all or may of the property have laws, or the out or default of the other or owner, or for action derivals the flow time allowed by inciding lawfully on file (special free times to be one one duly sent or given, and after plansment of the property for delivery rather or party in possession (and the hundres to green freedom from use law consuring while the property in stopped and hold in tessest upon the energy to octoor, or from 1400 or estimate. - missest or darmage theseto or dalay on at of weachinessman, only, for loss, deep on of the extract of the property at destin his property to the party certified to recel party in possession), the outside or par-ity certified to make misses.
- demans is cotton, or from riots or strikes.

 (c) In case of quantities the property may be discharged at risk and expense of owners into quantities depot or clowwhere, as required by quantities as several evaluable point in carrier's judgment, and in any such case curier's responsibility shall consist when property is so discharged, or property ranging points, canning risingly both very contrast the responsibility of the owners of the property that the property that is a second of the property that is a second of the property that is a second of the property that is not the property that is a second of the property that is a second of the property that is a second of the property that is not the property that is a second of the property that is not the contrast that is a second of the property of the contrast in the property of the contrast is a second of the property of the contrast into any property of the introduction of the property consisted by this contrast into any place against the quantities laws or regulations along the property of the contrast into any place against the quantities laws or regulations as of the contrast canning the property of the contrast into any place against the quantities laws or regulations. at there... Ipper skall I net the que
- whe has been represented in writing by the chispose or has been express upon it is alignment and the point of adiptation. In all cases not prohibited by law, where a clear walks the were what plus freight charges if padd shall, like the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

 (b) He a condition procedent to recovery, cleares must be filed in writing with the receiving or ability of the contraction of the property of the pr
- (c) Any carrier or party liable on account of less of or damage to any of said property shall have the full benefit of any insurance that may have been efficiently avoid the policies or contracts of insurance: Previded, That the earlier minibures the claimant for the premium paid thereon.
- Sec. 2. Except where note percent we conserve to conserve the control of the percent p
- and then if it is not purputly unloaded) be these delivered and placed with other grain of the same kind and grade without respect to exmembly (and prompt notice these fabell be given to the consignor).

 Sec. 4. (a) Property not removed by the party suitied to receive it within the free time allowed by tariffs, lawfully on file (such free time to becomputed as therein provided), after notice of the certical of the party of the same party of the same and the party of the same party (il introduced for export) has been under some or even, and dated placement of the property of adlaway of the same and the party of the same and the same and the party of the same and the same and the party of the same and the same and the party of the same and the same an

- or necessary destined to or taken from a station, wherf, or landing at which there is no regularly appointed freight egent shall be entirely at take of owner after unlessed from case or reseals or to case or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wherees, or landings shall be at owner's risk until the case are ettached to and et stached from the first or until booked intro and after unleaded from vassels.
- See. S. No carrier hereunder will carry or be liable in any way for any decuments, specis, or far any articles of extraordinary value not specifically rated in the published classification
- Sec. 5. Every party, whether principal or agent, shipping explasives or dangerous goods, without persons tall writen disclosure to the certic of their nature, shall be liable for and in size all low or damage caused by such goods, and such goods may be weeknoused at our size and our persons or destired without componation.
- Sec. 5. Every party, whether principal or agent, shipping explosives or danageous goods, without previous full written discipance to the carrier of their nature, shall be liable for and indemnify the carrier agent all lose or damage caused by such poods, and such goods are by wear-housed at owner's risk are expense or destribuyed without compensation.

 Sec. 7. The owner or consignes 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 does, no carrier by railroad shall editive or reliabulate been paid. The consignor shall be liable for the freight and all other lawful charges, except Beat if the consignor shall be liable for the freight and all other lawful charges, except Beat if the consignor shall be liable for the freight and all other lawful charges, except Beat if the consignor shall make delivery without requiring supment of such charges and the sarrier, contrary to much shightained, shall make delivery without requiring such payment. the consignor (except is the selected) 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. "excess liable) which may be found to be distributed to the said property has been delivered to any other than the specified in the oxiginal hill of lading, has also notified that writing of the fact of such seemy and absence of baselfaid title, and, in the case of a shipment reconsigned or disversed the beneficial title, and, in the case of a shipment reconsigned or disversed to a boint other than the specified in the oxiginal hill of lading, has also notified that where the such parties are the such parties of the said and the such as a such

- See, 2. If this hill 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 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 made in or in connection with this bill of lading.
- or made in or in connection with this bill of lading.

 See, S. (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 mater (this bill of lading being such bill of lading if the property is transported by such water carrier thermunder) and by under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to fit the terms and provisions of, and all the exemptions from liability contained after the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to fit the terms and provisions of, and all the exemptions from liability contained after the control of the control of the carrier and of other statutes of the United States according earnism by wate protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistant with this section, when this bill of lading become bill of the carrier by water.
- (b) No such carrier by water shall be liable for any loss or damage resulting from the design or neglect of such carrier.
- by the design or neglect of such carrier.

 (c) If the owners shall have exercised due diligence in making the vessel in all respects sessionthy and properly manned, equipped, resulting from the parils of the lakes, sees, or other weiges, or from latent defects in hull, machinery, or appurienances whether satisfine other accidents of newligation, or from prolongetion of the voyinge. And, when for gany season it is necessary, any vessel carrying any or ports, in or out of the customary routs, to low and be towed, to branefar, trans-thip, or lightar, to load and discharge goods at any tire or properly, and for decking and regulars. Except in case of negligence such carrier shall not be responsible for any loss or damage to pr
- es property, and not acctang and repairs. Lossys in case or regulgence such carries shall not as responsions for any toward to one of carries to property it is necessary or is tunual to carry one same upon occur.

 (d) Cancera Average shall be psychic socreting to the Tork-Antwarp Rules of 1934, Sections I's 102, inclusive, and Sections I's 102, inclusive, and as to maintain not convent threshy according to the arms and the same of the Port of New York. If the owners shall have carrieded due diligence to make the vessel is all inspects seaworthy and properly manned, equipped and supplied, it is heavily agreed that in case delarges, changes or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any least not other defects in the vessel, har machinary or appurituances, or from unseaseworthiness, whether satisfing at the time of shipment or at the heginning of the voyage (provided the latent or other defects in the unseaworthiness was not discoverable by the easerties of due diligence), the same of the contract of the carry, and shall contribute with the shippower and provided the shippower of the property in the latent of the carry and shall contribute with the shippower and provided the shippower of the carry and shall contribute with the shippower and provided the shippower in part of the carry and shall contribute with the shippower and provided the shippower in part of the carry and shall contribute with the shippower and provided the shippower in part of the same and the same a
- (f) The te m "water certicas" in this section shall not be construed as including lights
- on this hill of lading, shall be without effect, and the part beams, what is his beam.



UNIFORM STRAIGHT BILL OF LADING—ORIGINAL—NOT 'NEGOTIABLE Straight and the control of the contro

P.R.R place of delimutually ag ested in all der shall be ed or writter are hereby a	350718 ivery at said destination, i reed, as to each carrier of or any of said property, tha subject to all the condition, herein contained, includ agreed to by the shipper all trust 1, 1949	ions and tariffs in effect on the good order, except as noted (of destined as indicated below, where it is own road or its own own wat all or any of said property over at every service to be performed his not prohibited by law, whether ing the conditions on back hereof and accepted for himself and his a SHIPPER'S NUMBER	contents which so oration ser line, all or ar sereun- r print- , which assigns.	s and condaid compar in possessi otherwise ty portion of AT	ition of by (the ion of the to deli- of said	contents of word compa ne property u ver to anothe route to dest Chica	package ny being nder the r carrie ination,	und contront and a	known), marked, lerstood througho ract) agrees to ca the route to said d as to each party at	consigned, and ut this contract arry to its usual estination. It is
DESTINATION	John Doe Worcester	state of		COUN	TY OF	ering Carrie	íR T	to ap	yed \$	RAUROAD
	ilkes Barre D		El if charg			iang lara, "To Be	Prepaid."	an pu	AIIG 1	1949 NT PER
tion the fallowing sta- field. Where the cat property. The agree	towant: The carrier shall not make delivery of t is dependent on value, shippers are required	its abigment without payment of freight and all other levil SIGNATURE OF CONSI to state specifically in writing the agreed or declared rel specifically stated by the shipper to be not exceeding	icheges. IGNOR se of the	WEIGHED GROS # If the shi	S	TAI	_	a carrie	or by water, the law recent.	NET
8HIPPER	Honey	Pol		AGENT (7. 3	1.m	ll		<u></u>	
Permanent Pos Address of Ship	toffice oper			. WEIG					Per	
760	Steel Bars			98,0	000					
	This is a b	NATION ill of lading for a livery must be made n order.								
				-			1.00000			

CONTRACT TERRE AND CONDITIONS

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(4)
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, June 15, 1941, and September 21, 1944.)

UNIFORM ORDER BILL OF LADING-ORIGINAL THE PENNSYLVANIA RAILROAD COMPANY

order, except as noted (contents and condition of contents of packages unknow (the word company being understood throughout this contract as meaning any	vn), marked, consigned, and destined person or corporation in possession of	f the property under the contract) agrees
D P P 350719 deliver to another carrier on the re	oute to said destination. It is mutual	road or its own water line, otherwise to ly agreed, as to each carrier of all er any
in all or any of said property, that every service to be performed hereunder	shall be subject to all the conditions	d as to each party at any time interested a not prohibited by law, whether printed
or written, herein contained, including the conditions on back hereof, which a The surrender of this Original ORDER Bill of Lading properly	are hereby agreed to by the shipper a	nd accepted for himself and his assigne.
indorsed shall be required before the delivery of the property. In-	AT	
spection of property covered by this bill of lading will not be permitted unless provided by law or unless permission is indorsed on	No. (7452) Chicago	Illinois
this original bill of lading or given in writing by the shipper. SHIPPER'S NUMBER		
August 1 1949	Henry Poe	
ORDER OF Richard Roe Care of John Doe, 63	Main Street	
DESTINATION STATE OF	COUNTY OF	to apply in prepayment of the charges on the
Worcester N. Y.	·	property described hereen.
		Agent or Cashier
AT STATE OF	COUNTY OF	PALESTA VANIA RAU ROAD
ROUTE	DELIVERING CARRIER	THE HASTE VANISHED SON THE
Wilkes Barre D&H		POLK ST., CHICAGO, ILL.
Subject is Section 7 of Conditions, if this silipment is to be delivered to the consignee-without recovers on the consignee in continue to continue to consignee in continue to conti	be prepaid, write or stamp here, "To Be Propaid." WEIGHED AT	THE AUGIT
Sign the findaming statement: I he carrier state net make energy of this simplifiest writings payment of fregue and as done few in charges. SIGNATURE OF CONSIGNOR	I GROSS TARE	FREIGHT AGENT PER
Hoto—Where the role is dependent on value, objects are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is benefit safety by the object to be not exceeding ————————————————————————————————————		to he corrier he water the law resultes that the
SHIPPER Hamen Toe	bill of lading shall state whether it to "care	ts by a carrier by water, the law requires that the rier's or shipper's weight."
PER	AGENT WY	illi
Permanent Post-office Address of Shipper	A North	Per
NO. PKGS. DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	(Subject to Control Goo) RATE	
760 Steel Bars	98,000	
100 Steel Pars	78,000	
EADI VIVALUM		
EXPLANATION This is an "Order" bill of lading. J	Dha Doe	
must be notified and delivery made to him, o		
order, on surrender of the original bill of		
bearing the endorsement of Richard Roe		
If the bill of lading is endorsed by	Richard Roe	
to the order of some party other than John I		
must be made to that party on his endorsemen		
surrender of the original bill of lading.		
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ENDORSEMENT

CONTRACT TERRS AND CONDITIONS

10. 10. The sense of period presents of early of the process between the sense of the present of the period of



(6)
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, June 15, 1941, and September 21, 1944.)

UNIFORM ORDER BILL OF LADING-ORIGINAL THE PENNSYLVANIA RAILROAD COMPANY

P.R.R. 350718 deliver to another carrier on the representation of said property over all or any point all or any of said property, that every service to be performed hereunder or written, herein contained, including the conditions on back hereof, which? 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	wn), marked, consigned, and destined person or corporation in possession or ory at said destination, if on its own oute to said destination. It is mutual rition of said route to destination, an shall be subject to all the conditionare hereby agreed to by the shipper a	as indicated below, which said company for under the contract) agrees road or its own water line, otherwise to lly agreed, as to each carrier of all er any d as to each party at any time interested s not prohibited by law, whether printed
this original bill of lading or given in writing by the shipper. BATE SHIPPER'S NUMBER	PROM	•
August 1 1949	Henry Poe	
ORDER OF Henry Poe		
DESTINATION STATE OF	COUNTY OF	Received 8.
Worcester N. Y.		te apply in prepayment of the charges on the property described hereon.
John Doe		Agent or Caphler
AT STATE OF	COUNTY OF	10000
63 Main St., Worcester N. Y.	DELIVERING CARRIER	The beginning that as some measures which are
Wilkes Barre, D&H		POLK ST., CHICAGO, ILL.
	be presid, write or stamp here, "To Bo Propaid;"	
Subject in Section 7 of Conditions II this adjuvened is to be delivered to the consignment that recovers on the consignment that right the following statement. The carrier shall not make delivery of this obligment without payment of freight and at other leveled interest of the SIGNATURE OF CONSIGNOR. Note—Where the ratio is dependent as value, abligues are required to stale aspectically 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.	I GROSS TARE	FREIGHT AGENT PER
	#If the shipment moves between two po- bill of lading shall state whether it is "car	rts by a carrier by water, the law requires that the rief's or shipper's weight."
SHIPPER Henry Joe	AGENT OF MU	lles
PER Permanent Post-office Address of Shipper	1 7 7 7 2	Par
NO. PKGS. DESCRIPTION OF ARTICLES. SPECIAL MARKS, AND EXCEPTIONS	* (Subject in Correction) RATE	
EXPLANATION This is an "Order" bill of lading an endorsed by Henry Poe and John Doe must be If the bill of lading is surrendered by Joh "Notify" party) delivery must be made to hi be made to another party on John Doe's writ If the bill of lading is surrendered by any than John Doe, it must be endorsed by the p surrendering it. (See Rule 118-d.)	98,000 d must be notified. h Doe(the n, or may ten order. one other	

Deliver to pour Choward of Prichard Row ENDORSEMENT

CONTRACT TERRE AND CONDITIONS

The service of party in powers of any of the power band, destroid that in balls as a comman in bright for five them. The service of the power band, destroid that in balls as a comman in bright for five them. The power band, destroid that in balls as a comman in bright for five them. The power band, destroid that in balls as a comman in bright for five them. The power band, destroid that it is ball, as a comman in bright for five them. The power band, destroid the power band, destroid that it is ball, as a comman in bright for five them. The power band, destroid the power band, and the power band, destroid the power band, destroid the power band, and the power band, destroid the power band, and th

Uniform Domestic Order Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, March 15, 1920 as amended August 1, 1930, June 15, 1941, and September 21, 1944.)

F. D. 2534 00M 7-26-46

UNIFORM ORDER BILL OF LADING-ORIGINAL

In all or any or written, h The su indorsed st spection of mitted uni this origins DATE Au	nerein contained, including irrender of this Origina hail be required before if property covered by the less provided by law or al bill of lading or given irgust 1 1949	deliver to another carrier on the right of said property over all or any poly service to be performed hereunder the conditions on back hereof, which a lorder service of the property. Inthe believery of the property. Inthis bill of lading will not be perunless permission is indorsed on an writing by the shipper. SHIPPER'S NUMBER	rtio sha tre l	n of said route to all be subject to a hereby agreed to be subject to a hereby agreed to be subject	destination, an all the condition by the shipper a	d as s not und a	to each t prohibi cocepted	party at any ti ted by law, wi for himself an	me interested nother printed
ORDER OF DESTINATION OTIFY AT ROUTE	Richard Roe			COUNTY OF	IING CARRIER	te i	The sign	ST. CHIC	Agent or Oashler (AICTOR 9- V E D AGC, 11.L.
Subject to Section 7 dign the following state the representative of the section o	rate is dependent as value, sliggers are required or declared value of the property is hereby as Pi		*	VEIGHED AT GROSS LIFT the shipment mobili of lading trail stell GENT	TARE	rite by	FRE	AUG 1	Privet
	Steel Bars This is an must be notified. Howard & Co. on slading bearing the endorsed the bill instead of to Joh	CPLANATION "Order" bill of lading a period of the original period of lading to the order of lading to the order on Doe, the "Notify" paragements, see Page 7)	to l	A. J. ill of oe having that firm	RATE				

CONTRACT TERRIS AND CONDITIONS AND CONTRACT TERRIS AND C



(10)
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, June 15, 1941, and September 21, 1944.)

THE PENNSYLVANIA RAILROAD COMPANY

UNIFORM ORDER BILL OF LADING-ORIGINAL

order, exce (the word o	deliber to another carrier on the ro	vn), marked, consign person or corporation ery at said destinat	ned, and destined on in possession of ion, if on its own	as indicated below, which said company
in all or an or written,	R. R. 350718 of said property over all or any poly of said property, that every service to be performed hereunder herein contained, including the conditions on back hereof, which surrender of this Original ORDER Bill of Lading properly	ortion of said route to shall be subject to are hereby agreed to	o destination, and all the conditions	d as to each party at any time interested one prohibited by law, whether printed
indorsed a spection of mitted un	shall be required before the delivery of the property. In- of property covered by this bill of lading will not be per- sless provided by law or unless permission is indorsed on	AT No. (7452)	Chicago	Illinois
Aug	rust 1 1949 SHIPPER'S NUMBER		Henry Poe	
CONSIGNED	F Richard Roe			
DESTINATION		COUNTY OF		Received \$
NOTIFY	Worcester N. Y.			to apply in prepayment of the charges on the property described hereen.
AT	John Doe	COUNTY OF		Agent or Cashler
	Main Street Worcester N. Y.	occurr or		Per BAH BOAD
ROUTE	artic posper Hot ceapet 117 17	DELIVE	RING CARRIER	PERISTLY AND RALBOAD
	Wilkes Barre, D&H			POLK ST., CILICAGO, ILL.
Anti-sti desdes		is be propole, write or stamp bore,	"Te Be Prepaid."	AUG 1 1949
sign the following si	I of Conditions It this shipment is to be delivered to the consignor without recourse on the consigner, the consigner shall interment: The carrier shall not make delivery of this shipment without payment of freight and all other lowful charges.	WEIGHED AT GROSS	TARE	FREIGHT AGENT PER
Note—Where the property. The agre	TIGO IS GOOD TO THE OF CONSIGNOR THE IS TO STATE THE OF CONSIGNOR THE IS TO STATE THE OF CONSIGNOR THE IS TO STATE THE OF CONSIGNOR THE OF CON			to by a carrier by water, the law requires that the rier's or shipper's weight."
SHIPPER	Henry Pol	bill of lading shall at	ate whether it is "can	rier's or shipper's weight.''
PER	, , , , , , , , , , , , , , , , , , ,	AGEN V	muce	<u>u </u>
Permanent P Address of S	ost-omise hipper			Per
NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	(Subject to Surrection)	RATE	
-/-				
760	Steel Bars	98,000		
	EXPLANATION	1 1		
	This is an "Order" bill of lading.	(See Bule /	k-n).	
	John Doe must be notified, but delivery	must be made	to	
	A. J. Howard & Co. on surrender of the c	riginal bill	of	
	lading bearing their endorsement.	iΓ		
	(for endorsements, see Page 9)			
	If transfer of ownership is made a			
	and surrender of the bill of lading to t	he agent, th	· †	
	shipment must be treated as a straight of	pusignment.		
		1		
		1 1		
	1			

See, h. (a) The center or party in passession of any of the property hussin described shall be liable as at common low (b) We carrier or party in passession of all or any of the property hussin described shall be liable for any less theseed or diew, or his out or default of the shipper or coverar, or the natural shrinkaps. The centre's liability ship that of weath-deley, as the sold of the control of the shipper of the shall be shall be that of weath-hans days and or given, and after placoment of the property for delivery at destination, or bonder of delivery of the property center or party in possession (and the burden to prove freedom from such negligence shall be on the centre or party in possession (and the burden to prove freedom from such negligence shall be on the centre or party in possession (and the burden to prove freedom from such negligence shall be on the centre or party in possession that the control of the shipper, owner, or party entitled damage to control, or from risk or strikes. is thereof or damage theorie or dalay caused by the not of God, the public enemy, at of warnhousemen, only, for loss, damage, or dalay caused by fire occurring after or of the served of the property at destination or at the pert of supercif (I thended the property to the purity entitled to receive it, has been made. Zhony in case of new party in the property of the purity entitled to receive it, has been made. Zhony in case of new party in generation, the consistency party in possession shell not be falled for less than the property in possession, the consistency party in possession, the consistency party in possession shell not be falled for less than the property in possession and the property in the property in the property in the property of the property in the property of the proper public enemy, the occurring after the rt (if intended for

unings to estion, 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 eleawhere, as required by quarantine regulations or such means a validable point in carrier's judgment, and in any such case carrier's responsibility shall coase when property is so discharged, or property may be returned by may point, carring freight both ways. Quarantine expenses of whatever nature or kind upon or in respect when the property that he because by the property care to be alleade for loss or damage occasioned by furniquation or other acts required or done by quarantine regulations or authorities even though the same may have been represent on for detention, lose, or damage of any kind occasioned by quarantine or the enforcement result is liable, except in ones of regulgence, for formation furnished by the carrier, its spenie, or officers, as to quarantine lows or regulations. The shipper shall be liable, except in ones of regulgence, for formation furnished by the carrier, its spenie, or officers, as to quarantine lows or regulations. The shipper shall be liable, except in ones of regulgence, for formation furnished by the carrier, its spenie, or officers, as to quarantine lows or regulations. The shipper shall be liable lated at such places.

Sec. 2. (a) No carrier to bound to transport said property by any particular seems of regulations in effect at such place.

Sec. 2. (a) No carrier to bound to transport said property by any particular season, or in time seems and property by any carrier shall have the right ones 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 that has been personated in writing by the shipmer or has been agreed upon in writing as the relates deep value of the property se determined by the elastification or infiffs upon which the rate is been, seed upon the relative to the property seeds and the property seeds and the property or the property (or, in case of export traffic, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery or the property (or, in case of export traffic, within nine months after delivery the elastication of the property or the property (or, in case of export traffic, within nine months after delivery the elastication of the property or t

(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 thet may have been effected upon or on account of said passes and the policies or contracts of insurance. Previded, That the carrier mirroburse the claimant for the parentum, paid thereon.

avoid (in posicios or contracts or instruments: "reviews," for the carrier restinating the classification plant theorem.

It is not because the required as the result of carrier's negligence, all property shall be subject to necessary cooperage and balling at owner's cost. Each carrier over whose results of it is own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsed to elegating such concenting such compression. Orangeseism of consigned to a point where there is a calinose, public or iterated elevater, may full calenter the consistency of the

les. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tatiffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrivel of property at destination or at the port of export (if intended for export) has been duty sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, depot, warnhouse or place of delivery of the carrier, subject to the testiff chapes for storages and to carrier's subject as wearhousement, only, or at the option of the carrier, subject to be testiff chapes for storages and to carrier, and there hald without liability on the part of the carrier, and subject to a lien for all freight other lawful chapes, including a reasonable charge for storage.

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 antitled to receive it, or ead consignee or party entitled to receive it within 15 days effer notice of sarriad shall have been duly sent or given, the carrier may sail the same as public auction to the highest bidder, at such place as may be dastignated by the carrier Tarvelles, That the carrier shall have first mailed, sent, or given to the consigner notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sails under the terms of the bill of leding if dispection be not arranged for, and shall have published notice containing a deeperty, the name of the party to where consigned, or, if shapped eader notify, the name of the bill of leding if dispection is not arranged for, and shall have published to be notified, and the time and place of sails, once a week for two nuccessive weeks, in a newspaper of senses circulation at the place of sails or nearest place where such newspaper is published.

(c) Where postable property which has been transported hereunder to destinate in incise to the property was states for resonance or remains unclaimed as manifest, and or given.

(d) Where postable property which has been transported hereunder to chart destination in relused by consignee or party entitled to receive it, or said consignee or party entitled to receive it, or said consignee or party entitled to receive it, or said consignee or party entitled to receive it or said consignee or party entitled to receive it or said consignee or party entitled to receive it or said consignee or party entitled to receive it or said consignee or party entitled to receive it or said consignee or party entitled to receive it or said consignee or party entitled to receive it or said consignee or party entitled to receive it or said consignee or party entitled to receive it or said consigne

(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 tion to sail the property under such circumstances and in such manner as mey be authorised by law.

(e) The proceeds of any sale made under this section shall be applied by the certier to the payment of freight, demurage, storage, and any other lawful charges and the appears of notice, advertisement, is, 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 belance it shall be paid to the owner of the property of hereunder.

if hereunder.

(B 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 unleaded from care or vessels or us to care or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, whereas, or landings shall be at owner's risk until the care are ettached to and after tached from committee or train or until loaded into and offer unloaded from vessels.

No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of entraordinary value not specifically rated in the published classifications greement to do so and a atipulated value of the articles are indorsed hereon.

Sec. 8. Every party whether principal or agent, shipping explosives or dengerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without companisation.

Bee. 5. Every party whether principal or agent, shipping suplosives or dennge council without previous full written disclosure to the earries of their nature, shall be liable for and indemnify the carries against all loss or damage caused by such pools, and a such proceds may be warshoused at owner's raise agents or destroyed without companions.

Bee. 7. The owner or consignes shall pay the freight and severage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be sutherized to do so, no cornier by railroad shall deliver or reintinguish possession at destination of the property covered by the bill of adding until all itself rises and charges theseon have been poid. The consignes hall be liable without requiring payment of such charges and the carries, contrary to such attpuistion, shall make delivery without requiring payment of such charges. Previded, That, where the carrier has been instructed by the shippes or consigner such charges. Previded, That, where the carrier has been instructed by the shippes or consigner such charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is a "were said liable which may be found to be due to the previous section of the said property has been delivered to him, if the consigner (a) is an agent only and then no beneficial in said property, and (b) prior to delivery of said property has been delivered to him, if the consigner of the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consigner, or, in the case of a shipment so reconsigned or diverted by an agent who has furnished the carrier or the said beneficial owner of said owner, shall be liable for such additional charges. If the consigner has destination, the said beneficial owner is such the beneficial owner, and the property and the proper name and address of the beneficial owner, and where such shippers

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guara-scribed in this bill of leding, the treight charges must be paid upon the articles actually shipped.

where delivery is made by a common carries must se pain upon me arricles actually singped.

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

See. 5. If this bill of lading is issued on the order of the shipper, or his agent, in sechange or in substitution for another bill of lading, is the shipper's aignature to the prior bill of lading as to the statement 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 made in or in conspection with this bill of lading.

er made in or in congection with this bill of lading.

The .5 (.6) If all or any part of ead property is carried by water over any part of eaid route, and loss, darmage or injury to said property occurs while the same is in the custody of a carrier by water (this bill of lading being such bill of lading if the property is banaporated by such water carrier thereunder) and by and the laws and regulations applicable to be transporated by such water carriers and by an one of the carrier by water (this bill of lading being such bill of lading provisions of and all the samparptions from thability contained in the protection of limited liability, see 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.

(a) 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 by the design or neglect of such carrier.

by the design or neglect of such carrier.

(c) If the owner shall have associated due diligence in making the vessel in all respects seaworthy and properly manued, equipped, and supplied, no auch carrier shall be liable for any loss or damage resulting from the partie of the lakes, sees, or other western, or from latent defects in hull, machingry, or appurtanances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidance of navigation, or from prolengesion of the veryege. And, when for any reason it is necessary, any wessel 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 routs, to tow and be towed, to transfer, trans-skip, or lighter, to load and discharge goods at any time, to seeket vessels in distress, to deviate for the purpose of saving his or property, and for docking and regards. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it has necessary or tau usual to carry the same upon deck.

(d) Chereral Average shall be payable according to the York. After were Rules of 1294, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the lower and usages of the Port of Rew York. If the experts executed used the in case of danger, damage or dissester resulting from faults or errors in navigation, or in the management of the years, the white resisting at the time of shipment or at the beginning of the veryes (provided the lainer or other defects in the wessel, her machinary or appurtanances, or from unseason of the wessel, the state of the defects of the unique of the veryes (provided the lainer of other defects in the wessel, her machinary or appurtanances, or from unseason or appreciate or a the beginning of the veryes (provided the lainer of the defects in the wessel, her machinary or appurtanances, or from unseason and the provided the support of the provided the su

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

"water carriage" in this section shall not be construed as including lighterage in or across rives, harbors, or labes, when perfe

Sec. 18. Any alteration, addition, or evenue in this bill of lading which shall be made without the model section between of the age
this bill of lading shall be enforceable according to its oriented tence. or issuing this bill of lading, shall be without effect, and Saltred Bill of Lading Amended Jupe 18, 1948



(12) Describ: Straight Bill of Lading, adopted by Carriers in Official, Sections, Western and Minch Characteristics Incidents, March 15, 1822, as assessed August 1, 1838, June 15, 1941, and September 21, 1944.) UNIFORM STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE

P.R.R. 350718 place of delivery at said demutually agreed, as to each ested in all or any of said preder shall be subject to all the dor written, herein contain	classifications and tariffs in effect on the good order, except as noted (destined as indicated below, as meaning any person or corpstination, if on its own road or its own wat carrier of all or any of said property over operty, that every service to be performed be conditions not prohibited by law, whether on the conditions on back hereof is shipper and accepted for himself and his a safety of the conditions on the conditions of the conditions on the condit	contents which sai coration is ter line, c all or any hereun- er print- f, which	and condi d compan n possessi otherwise portion o	tion of or y (the wo on of the to delive f said ro	ontents of packag ord company bein property under the r to another carries	es unkr g under e contra er on the and as	nown), marked rstood throughout) agrees to co e route to said of to each party a	, consigned, and out this contract arry to its usual destination. It is
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August 1, 194	Mail or street a	ddress of oc	onsignee Fo		of notification only.	Receive to apply		the charges on the
ROUTE Worce:				DELIVER	ing Carrier	a bourg	WSYLVANI.	RALLROAD AND CONSTRUCTION OF COMMENT
Will	ces Barre, D&H				ies, "To Be Prepaid."	1.	ALIG 1	1949
Subject to Section 7 of Conditions, 17 this shipmen	t is to be delivered to the consigner without recourse on the consigner, the con-		WEIGHED /			' 	— Huu-	ENT PER
Date—Where the rate is dependent or value, all projects. The agreed or declared value of the p	SIGNATURE OF CONS peers are required to state questifically in writing the agreed or declared or questy is lambly specifically stated by the shaper to be not examining / PER	IGNOR	GROS	8	TARE s between two ports by it is "carrier's or shipp	a carrier er's weight	by water, the law re	NET
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760 Steel Bar This consignment or on his	EXPLANATION is a bill of lading for a t. Delivery must be made written order. Rule 116-a&c).	stra	98,0	errection)	PATE			

See, b. (a) The carrier or party in posisionies of stry of the property herein described shall be liable as at common lew for any.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thread or damage at lew, or the sort or default of the shipper, or covers, or the rentered shrinkens. The carrier's liability find the third of weak-beamsons of the the time of the property is the possession of the party of the property is deposited to the control of the party for delivery at destination, or innder of deeper of the property is the possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession delay cocarrier while the property is deeped and hold in instant upon the request of the shipper, were party entitle to make discrepancy of amendation at the sensester wave he discharged at risk and expense of owners into quarantine deput or also where, as p sed or damage thansto or dalay caused by the set of God, the public enemy, if newbornesses, only, for loss, damage, or dalay sourced by the security after the questy to the party entitled to reaches it, he also marked. Every ideas of regi-ing possession, the canter or party in persentian shall not be liable for loss, their to make such request, or resulting from a delect or vice in the property, or

section, or from ricks or strikes.

sees of quarantine the property may be discharged at risk and expense of owners into quarantine deport or elsewhere, as required by available point in carrier's judgment, and in any such case carrier's responsibility shall coses when property is so discharged, a carring freight both ways. Quarantine expenses of whether reture or kind upon or in respect to property shall be berne by the o lose or damage occasioned by fundation or distriction or other acts required or done by quarantine regulations or authorities were, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement therein to carrier this behalls, so furnished by the carrier, its egaint, or officers, as to quarantine laws or regulations. The chipper shall hold the carriers harmly appropriate to the property of the carrier of the introduction of the property overwell by this contract into any place against the carantine laws or angulate. y quarantine regulations or authorities, or for the carrier's di-or property may be returned by carrier at owner's expense is wrames of the property or be a lien theseon. The carrier shall in though the same may have been done by carrier's officers, and the company of the carrier of the carrier of the carrier's officers, one flyon own of sections, for any missisks or shaceman. spect to property shall be borne by the owness of the property of quarantine regulations or authorities even though the same may ment thereof. No carrier shall be liable, except in case of neglic shipper shall hold the carriers harmless from any expense spained the quarantine laws or regulations in effect at such ple

secured to pay, by reason of the infoducion of the property covered by this contact into any pion against the quanantina laws or segulations in effect at each place.

8. (a) No carrier is bound to transport said groperty by any carrier or could be the point of abspraced to pay.

8. (a) No carrier is bound to transport said groperty by any carrier or could be between the point of abspraced an excessity to forward said property by any carrier or could be between the point of abspraced and the point of delimation. In all cases not prohibited by law, where a lower value than actual states are not prohibited by law, where a lower value than actual years are the point of abspraced an excessity of the pay.

(b) As a condition precedent to recovery, claims must be field in within a received and the point of abspraced and the po

Sec. 4. (a) Property not removed by the pasty entitled to notice is thin the free time allowed by taxiffs. Inwfully on file (such free time to be computed as therein provided), after notice of the entitle of 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 dailway at destination has been made, may be kept in vessel, deport, when the carrier, subject to the tarif chapes for excesse and to carrier subject as werehousement, only, or at the option of the carrier, subject to the tarif chapes for excesse and to carrier, and support (if intended for export) has been duly sent or given to the carrier of the carrier, subject to the tarif chapes for excesse and to carrier, and there held without liability and the part of the carrier, and subject to a lien for all freight, of the result charges, including a responsable charges for storage.

and other lawful charges, including a responsible charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the type antitled to receive it, or said consignee or party entitled to receive it within 15 days either notice of arrival shall have been duly sent or given, the carrier may sail the same at public auction to the highest bidder, at nucl place as may be designated by the carrier. Previded, That the carrier shall have first mailed, sent, or given to the consigner notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sais under the terms of the pury to be notified, and the time and place of each, once a weak for two successive weeks, in a newspaper of sensed circulation at the place of sais or measured does not be said to the said of the said o

(d) Where the procedure provided for in the two paragraphs lest 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 egition to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The process of any seal medium this section shall be applied by the centre to the permant of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, cale, and other necessary sepanse and of caring for end maintaining the property, if proper care of the same requires special expense, and should there he a balance it shall be paid to the owner of the property shal

(f) Properly destined to or taken from a station, wharf, or landing at which there is no regularly appointed bright agent shall be entirely at risk of owner after unleaded from cars or reseals or un no cars or reseals, and, escept in cass of carrier's negligance, when received from or delivered to such stations, whervies, or landings shall be at owner's risk until the cars are attached to and after seached from the committee or train or until loaded into and after unleaded from the season of the committee or train or until loaded into and after unleaded from the season of the committee or train or until loaded into and after unleaded from the season of the committee or train or until loaded into and after unleaded from the season of the committee of the committee or trained to the committee of the committee of

See, B. No carrier harminder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically reted in the published classifications proceed accessement to do se and a stripulated value of the articles are indexed hereon.

Sec. 5. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of thisis nature, shall be liable for and indecine agent all loss or demage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

See. 5. Every party, whether principal or agent, shipping explosives or danagerous goods, without previous full written disclosure to the carrier of thisit nature, shall be liable for and indemnify the carrier agents all loss or damage caused by such poods, and such goods may be warehoused of sware's risk and appears or destroyed without compensation.

See. 1. The owner or consignes 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 doe, no carrier by railroad shall editive or a risk interpolate interpolate the second of the standard of the property covered by this bill of lading until all itself risks and charges the scene have been paid. The consignor shall be liable for the risky of another lawful charges and the carrier shell not make delivery or the face of this hill of lading that the carrier shell not make delivery or the second of such charges and the carrier, contrary to such shiplation, shall make delivery without requiring such payment, the consignor (except as bestinately provided) shall not be liable logally liable for tamportation charges in respect of the transportation of said proparty (beyond those billed ageinst him at the time of delivery for which he is. "arvise liable) which may be found to be due to the such payment of the market and address of the beneficial owners of said proparty; and, it is not prove to delivery of easily proparty has notified the delivering carrier in writing of the narre and address of the beneficial owners of said proparty carrier in writing of the narre and address of the beneficial owners of said proparty and the carrier in writing of the narre and address of the beneficial owners of said proparty carrier in writing of the narre and address of the beneficial owners of said proparty carrier in writing of the narre and address of the beneficial owners in the said beneficial owners are the proparty of the proparty and the carrier in the reconsignation

See. 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 stelement 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 made in or in connection with this bill of lading.

er 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 lability of such carrier shall be determined by the bill of lading of the carrier by setter (this bill of lading heims such bill of lading if the property is transported by runch water carrier than the year of the property is transported by runch water carrier than they and transported in the property is transported by runch water carrier than they are the property is transported by runch water carrier than they are the property is transported by runch water carrier than they are the property of the property in the property of the

(b) No such carner by water shall be liable for any loss or damage resulting from any fire-happening to or on board the vessel, or from apploalon, burs the design or pegiest of such carrier.

the easign or pageted to such carrier.

(c) If the correst shall have accretised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall have believed the state of the lakes, seas, or other welsers, or from intend effects in hull, machinery, or appurtenances whether stating prior to, at the time of, or after satiling, or from collision, estending has excidente to an extending control to the property have indextribed shall be at liberty to call at any ports, in or out of the customary routs, to tow and be towed, to transfer, trans-skip, or lighter, to load and discharge goods at any time, to easiet vessels in distress, to device for the purpose of sating property, and for docking and speaks. Except in case of needigences can be carrier shall not be responsible for early one of damage to propessary of its unreal to carry the same upon deck.

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(4) General Awarese shall be payable according to the York-Altwerp Rules of 1924, Sections 1 to 15, inclusive, and sections 17 to 22, inclusive, and as to matters not covered thereby according to the leave of danger, demayer or disserter resulting from faults or errors in navigation, or in the meansgement of the vessel, or from any latent or other defects in the vessel, her machinery or appurtaneous, or from unusative properties of the disperse or the section of the vessel, or from any latent or other defects in the vessel, her machinery or appurtaneous, or from unusative properties of the disperse or the section of the vessel, or from any latent or other defects in the vessel, her machinery or appurtaneous, or from unusative properties of the disperse or the section of the vessel, or from any latent or other defects or the unusative properties of the disperse of the di

(a) If the property is being carried under a tentif which provides that any carrier or carriers party thereto shall be liable for loss from perils of the eas, then as to such carrier or carriers that provides that any carrier or carriers party through the provisions of this critical shall be medified in accordance with the tartif provisions, which shall be regarded as incorporated into the conditions of this built of inding.

section shall be meditized in accordance with the tarm processors, which shall be regarded as incorporated into the continuous of its state of the continuous of the continuous and including lightwapes for or account revers, harbors, or lakes, when partners, by or on behalf of rail carriers.

Sec. 18. Any alteration, addition, or essence in this bill of lading which shall be made without the special notation has one of the carrier insuling this bill of lading, shall be without effect, and the bill of lading shall be informable secondary to its critical lanes.



(14) In Domestic Straight SQ of Leding, edupted by Carriaco in Official, Southern, Wenters and Mission Constitution territories, Merch 15, 1922, or assemble August 1, 1938, how 15, 1941, and Suptember 21, 1944.) UNIFORM STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE

seted in all der shall be ed or writte are hereby	reed, as to each carrier of or any of said property, the subject to all the condition, herein contained, includ agreed to by the shipper a cust 1, 1949	nt every service to b ns not prohibited b ing the conditions o	e performed hereun- y law, whether print- in back hereof, which iself and his assigns.	AT No. (74.5 FROM	2) Chi	cago Poe	Illino		
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See, 1. (a) The circies or party in position—or of sky of the property housin (b) No caretie or party in passessions of all or only of the property housin of them, or his or constant of the polyages or corons, or the natural serialisms of here, or his or constant of the polyages or corons, or the natural serialisms, been duly mant or given, and after placement of the property for delivery at the consider or party in possession (and the burden he prove treedom from under dular occurring while the property is stopped and held in transit upon the re-duction of the constant of the property of the constant of the property of the dular occurring while the property is stopped and held in transit upon the re-duction of the constant of the property is the property of the constant of the property of th or damage thereto or delay caused by the set of God, the public or homenmen, only, for loss, damage, or delay caused by fire comming served of the property at destination or or the part of appart (if index yet) to the perty antified to receive it, her been made. Except in one percentile, the best perty antified to receive it, her been made. Except in one percentile, the ourties or party in possessment, that he builds it

descripts to existen, or from riche or existings.

(a) In case of quantantine the property rang be discharged it risk and expanse of owners into quantatine depot or absorbore, or required by quantatine range at reassest available point in carrier's judgment, and in any much case carrier's responsibility and cases when point in the carrier's including the carrier of the property and like bearse by the owners of the programming people to be the ways. Quantantine expanses of whenever nature or kind upon or in respect to property shall be bearse by the owners of the programming people to be the ways. Quantantine appears and the programming people to the ways of the programming the point of the programming the property and like bears by the owners of the programming the progra

artie or routs between the point of saturation was a determined by the comment of the property as amount to be recovered, whether or not such loss or damage cours from negligence.

If a property we have the property of the property

hereunder shall be liable, and ruch claims will not be paid.

(c) Any carrier or party liable on account of loss of ordanege to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of anid property. The shall not avoid the policies or contests of insurance: Provided, That the carrier reimbures the claimant for the premium paid thereon.

Bec. 3. Except where such service is required as the result of carrier's reimbures the claimant for the premium paid thereon.

Bec. 4. Except where such service is required as the result of carrier's realizations, realizations are subject to necessary ecoparage and balling at owner's cost. Each carrier over whose routs extent linters is to be transported hersunder 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 residently account of the same of the content of the same for greater convenience in handling or forwarding, and shall not be held residently account of the same for greater convenience in handling or forwarding, and shall not be held residently account of the same for greater convenience in handling or forwarding, and shall not be held residently account of the same for greater convenience in handling or forwarding, and shall not be held residently account of the same for greater convenience in handling or forwarding, and shall not be held residently account of the same for greater convenience of the same for greater c

Sec. 4. (a) Properly not removed by the party entitled to receive it within the free time allowed by terffs, lawfully on file (such free time to be computed as therein preproperty at destination or at the port of seport (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has
to, deport, werehouse or place of delivery of the carrier, subject to the teriff charge for strongs and to carrier as responsibility as werehousement, only, or at the option of it
orded in a public or licensed washouses at the place of delivery or other available place, at the coast of the owner, and there hald without liability on the part of the carrier,
of other lawful charges, including a resconsible charge for storage.

nd other lawful charges, including a reasonable charge for storage.

(b) Where nonperiabable property which has been transported to destination herewader is refused by consignee or the party entitled to receive it, or and consignee or party entitled to receive it, or and consignee or party entitled to receive it falls to twithin 18 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 refuse the carrier when the carrier when the carrier shall have first malded, 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 asle under the fit he bild of lading if algorithm to be not stranged for, and shall have published notice containing a description of the property: the name of the party to be most of the party to the party to the party to the most of the party to the party to the most of the party to the party to the party to the most of the party to the part

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 cone to sail the property under such circumstances and in such menner as may be authorised by law.

de of any sale made under this section shall be applied by the carrier to the payment of theight, demurage, storage, and any other lawful charges and the expense of notice, advertis cossary 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 p

researchers.

(f) Proposty 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 ofter unleaded from care or vessels or until lot care or vessels, and, sucept in case of eartier's negligence, when received from or delivered to such stations, whereas, or landings shall be at owner's risk until the care are attached to and after the teched from locomotive or train or until locaded into and after unleaded from vessels.

Sec. S. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not special agreement to do so and a stipulated value of the articles are indorsed harson.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their new install less or darrage caused by such goods, and such goods may be warshoused at cerner's risk and expense or destroyed without compensation.

Sec. 5. Every party, whether principal or agent, shipping explosives or danagerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the canner, segent all loss or damage occased by such goods, and such goods may be warshoused at expense or destroyed without compensation.

Sec. 7. The owner'be consignes shall pay the freight and average, if any, and all other lawful charges accurating on said property; but, except in these instances where it may lawfully be authorized to do so, no carrier by railroad shall ediliver or railinguish possession at destination of the property cowards by this bill of lading until all itself raises and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor shall make delivery without requiring payment of auch charges seen paid. The consignor shall make delivery without requiring payment of a such charges and the carrier shall not make delivery without sequiring a suppose of such charges and the carrier shall not make delivery without the consignor shall make the property to a consignor of the high of the carrier shall not make delivery without requiring according to consignor (except as assertable provided) shall not be liable for such charges. Previded, That, where the carrier heal not make delivery without requiring a consignor of the carrier shall not be a strength of the carrier of the carrier of the carrier shall not be a strength of the carrier of the carrier of the carrier in the consignor of the carrier in vitting of the sact of such segency and absence of beneficial title, and, in the case of a shipment provided for the nature and address of the beneficial owner of said property; and, in the case the shipper or consignor, or, in the case of a shipment as excensigned or diversed, the beneficial events, shall be liable for such additional charges. If the consignes has given to the carrier in vriting of the name and address of the bene

Nothing hearing 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 escentialed that the articles shipped are not those scribed in this bill of inding, the freight charges must be paid upon the stricles actually shipped.
Which delivery is made by a common carrier by water the foregoing provisions of this section shall exply, except as may be inconsistent with Part III of the Interstate Commerce Act.

Sec. 6. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for enother bill of lading, the shipper's signature to the prior bill of lading as to the stetement of value or otherwise, or election of common law or bill of lading lability, 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.

or mass in or in connection with this bill of lading.

See, S. (a) If all or any part of said property is carried by waits over any part of said routs, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by waits (this bill of lading if the property cocurs while the same is in the custody of a carrier baselinder) and under the laws and regulations applicable to transported by a wait. Such waits carries had be performed subject to all the terms and provisions of, and all the exemptions from liability contained. Act of the Congress of the United States, approved on Fabruary 13, 1855, and entitled "As act rateing for the newlegation of vessule, stor," and of other statutes of the United States, approved on Fabruary 13, 1855, and entitled "As act rateing for the newlegation of vessule, stor," and of other statutes of the United States, according carriers by protection of limited liability, as well as the following subdivisions of this section; and to the carrier by water.

by the design or registed to such carrier.

the design or register to such carrier.

(c) If the owner shall have senecised due diligence in making the vessel in all respects securotily and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage sulting from the perile of the lakes, sees, or other weaker, or from islant defects in hull, machinery, or appurtenances whether satisting prior to, at the time of, or after satisting, or from collision, strending, or the accidents of narelgation, or from prolongation of the voyage. And, when for any reason is in recovery, any reason carring any or all of the property heavin described shall be at liberty to call at any port ports, in or out of the custement voice, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to again tweests in distress, to deviate for the purpose of seving like property, and for docking and repairs. Except in class of nacipleance such carrier shall not be respectable for any loss or damage to proposessary or its usual to carry the same upon death.

exposer, and out to the contenting yours, to the same per several to manage (mana-stap), or ignate, the same upon (a) General Average shall be payable according to the Fact Post of the plut-post of the property of the prop

Sec. 19. Any alteration, addition, or ensures in this bill of lading which shall be shade without the special notation bearen of the agent of the carrier insuling this bill of lading, shall be without effect, and the bill of lading shall be shaded and the shall be shaded as the shaded as th



UNIFORM STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE

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P.R. place of del mutually ag der shall be ed or writte are hereby	• R. • 350718 ivery at said destination, i greed, as to each carrier of or any of said property, tha e subject to all the condition on, herein contained, includi	ions and tariffs in effect on the date good order, except as noted (content destined as indicated below, which is as meaning any person or corporation or its own road or its own water line all or any of said property over all or at t every service to be performed hereun- ns not prohibited by law, whether print ing the conditions on back hereof, which di accepted for himself and his assigns SHIPPER'S NUMBER Mail or street address of	s and cond said compar in possessi , otherwise ny portion of AT No. (7)	ition of by (the on of the to deliv of said r	contents of word compa te property user to anothe oute to dest	package ny being under the er carries tination, Poe	s unkno underso eontract on the and as to	wn), marked, tood througho t) agrees to c route to said o o each party a	consigned, and but this contract arry to its usual lestination. It is
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- see. b. (a) The earrier or party in personation of stay of the property based described (b). He earrier or party in personation of all or easy of the property based elements at law, or the set or default of the shipper or owner, or for natural obvinkages. The car this know time allowed by tatific lawfully on file founth from thine to be computed as the san duly sant or given, and after placement of the property for delivery at destination enter or party in possession (and the burden to prove freedom from such negligance lay covaring while the property is stepped and held in tunnit upon the request of sange to soltton, or from riche or estities. of or damage thereto or delay caused by the set of God, the public enemy, such countries and the set of God, the public enemy, such countries and the set of God, the public enemy, such countries after the set of God, the public enemy per set of God, the set of God, t
- amage he setton, or from riche 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 research evaluable point in center's judgment, and in any such case carrier's responsibility shall cases when property se to elacharged, or property man paint, and in case of the property o
- quired to pay, by reason of the introduction of the property covered by this contract into any place sequinet the quarantine laws or appulations in effect at such place.

 8.6. 2. (a) No carrier is bound to imaneport said property by any particular model, or in time for any perticular remeter or charves than with researchable dispatch. Every carrier shall have the sight sense of physical necessity to forward said property by any carrier or route between the point of said manner of the point of destination. In all cases not prohibited by law, where a lower value than actual these has been represented in writing by the adhipper or has been egreed upon in writing as the released of the property set determined by the classification or similar upons which he rate is based, seed were 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 or delivery such plus strained in the property (or, in case of sport traille, within nine months after delivery of apport) or, in case of failure to make delivery, then within nine months after delivery at part of support or, in case of failure to make delivery, then within nine months after delivery at the property (or, in case of sport trails, within nine months after delivery at part of support or, in case of failure to make delivery, then within nine months after delivery at the contract in the state of the trails of the support or any order or the property of the property (or, in case of sport trails, within nine months after delivery at part of support or any order order or any order order order or any order order
- Sees. A. Except where such services is required eather sensel of carrier seemples one classical to the permitten gate interest. See a subject to necessary cooperage and balling at owner's cost. Each carrier over whose route cot ten linears is to be transported hereunder shall have the privilege, at its own cost and talk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responded to the control of the cont
- se. 4. (a) Property not removed by the party antitled to receive it within the first time allowed by tantifis, lawfully on Rie (such free time to be computed as therein provided), after notice of the arrival of reporty at destination or at the part of apport (if intended for apport) has been duly sent or given, and after placement of the property for dallway of destination has been made, may be kept in reasel, lepot, warshouse or place of dallway of the carrier, subject to the tartif change for storage and is carrier subject or subject to the carrier, and the proposability as werehousement, only, or sit the option of the carrier, and subject to a lien for all freights the lawful changes, including a rescensible change for storage and is carrier, and subject to a lien for all freights the lawful changes, including a rescensible change for storage.
- (b) Where nonperishable property which has been transported to destination hereunder is naiseed by consignee or the party entitled to receive it, or said consignee or party entitled to receive it falls to receive it falls to receive it. The party entitled to receive it falls to receive it falls to receive it. The party entitled to receive it falls to receive it. The party entitled to receive it falls to receive it. The party entitled to receive it falls to receive it. The party entitled to receive it falls to receive it. The party entitled it is not party entitled to receive it. The party entitled to receive it. The party entitled to receive it. The party entitled it. The party en
- Where perishable property which has been transported hereunder to destination is refused by consigner or party entitled to receive it, or said consignee or party entitled mplly, the carrier may, in its discretion, to prevent deterioration or further destrocation, sell the same to the best advantage at private or public sale: Previded, That if his groce or owner of the refused of the property, such notification shall be given, in such manner as the enterior to 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 shridge the right of the espition to sail the property under such discursatances 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 arrive to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertises.

 all, 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 pool? hereunder.
- Sec. S. He carrier harmunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not spe special agreement to do so and a stipulated value of the articles are indersed herson.
- Sec. S. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of siner all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensati
- against all loss of damage caused by such quods, and such quods may be warehoused at owner's still and asperse or destroyed without compensation.

 See, I. The corner or consigness shall gap the freight and owners, if any, and all other lawful charges according on askid property; but, except in those instances where it may lawfully be authorized to deso, no carrier by sulfneed shall deliver or relinquish passession at destination of the property covered by this bill of lading until all staff 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 state installation and the state of the property of the purpose on the face of this bill of lading that the carrier shall not be
 for such charges. Previded, That, where the carrier has been instructed by the shipper is consignor except to a consignor except as hereinstate provided) 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 consignor, such consignor, such consignor, such consignor, such consignor, and the consignory has been delivered to the major of said property has been delivered to the said property has been delivered for the delivering or said property has been delivered to the said property has been delivered to the delivering carrier in writing of the fact of such against and in the said property considered to him, if the consignor explain only and the said property is all property has been delivered to a point other than that specified in the original bill of saiding, has also notified that owner, shall be liable for such additional charges. If the consignor has given to the carrier erroness interest of the said property device consignor or diverse or a point other than that specified or diverse of the property considered or deliverse o
- diserter has given to the carrier errorisous information as to who five beneficial owner is, such reconsignor or diverter shall himself be liable for all such charges. It is a shipper or consignor of a shipment of property chest than a prepaid shipment) is a ske the consignors named in the bill of lading and, prior to the time of delivery, notifies, in britting, a descrize by relired (a) to deliver such property at destination to another party, of the latench party is the beneficial owner of such property and (c) that delivery is to be made to such party only upon y of all paragoration charges in nespect of the transportation of such property, and delivery is made by the party without such perment, such highper or consignor shall not be liable for an extended of the party of the party without such perment and the party of the party without such as the party prior to such delivery, has notified in writing the delivery, and also for any additional charges which may be found to be due efter delivery of the property, and the party to the party that the in not the beneficial owner, such party shall now be liable for such delivery has notified in writing the delivering carrier and the party of the party to the party that is also be such additional charges. If the helipper or consignor to the delivering carrier or the party and the party of the party to the party that is such additional charges. If the helipper or consignor to the delivering carrier or the party to the contrary in the bill delivery or consignor real shall invest.

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- Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or quarantee of the charges. If upon inspection it is ascertained that the school in this bill of inding, the traight 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 Internate Com
- 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 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 made in or in connection with this bill of lading.
- or made in or in connection with this bill of lading.

 See, 2. (a) If all or any part of said property is carried by water over any part of said route, and less, damage or injury to said property occurs while the sains is in the custody of a carrier 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 it is property is transported by such water carrier threwander 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 form liability conditions of the carrier by an expectation of inside all distillating to the sample of the carrier and of other statutes of the United States, expected on a form and entitled "that act raising to the savingtion of reseals, etc.," and of other statutes of the United States exceeding carrier 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 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 the design or neglect of such carrier.
- by the design or neglect of reach carries.

 (c) If the owner shall have a sected due diligence in making the weesel in all respects serworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage reach the date of the carrier shall be liable for any loss or damage reach the date of the carrier shall be liable for any loss or damage reach the date of the property of the date of the property have the date of the property have in described able to the liberty to call at any port or ports, in or out of the customary routs, to tow and be towed, to transfer, trans-ship, or lighter, to lead and discharge goods at any time, to sester vessels in distress, to deviate for the purpose of saving like or property, and for docking and repeins. 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 decks.

 (d) General Awarese shall be payable according to the York-Ahrarp Rules of 1924, Sections 1 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the leave of damper, damage or dissaver resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, har machinary or apputenances, or from unseating and the such damage of the property manned, equipped and a supplied, it is harby agreed that in case of damper, damage or dissaver resulting from faults or errors in navigation, or in the management of the vessel, her from any latent or other defects in the vessel, her machinary or apputenances, or from unseating the supplication of the property manned, and disponse to the property manned, and disponse to the property manned, and disponse to the property manned of a general awarese of the season of the cargo, and shall contribute with the abilty provide the tark position of the vessel, her form any platent or other defects or the unseavorthinase was not discoverable by the

- Sec. 10. Any alteration, addition, or exercise in this bill of lading which shall be made without the aports in nomine beason 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 issue.



(18) In Donnetic Straight 80 of Lading, subprind by Carriers in Official, Southern, Wentern and Minois Chessification territories, Month 15, 1922, as annualed August 1, 1939, Janu 15, 1941, and September 21, 1944.) UNIFORM STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE 8 % ALL 8 % AL

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Note—Where the co property. The agree	ate is dependent on value, shippers are required not or declared value of the property is berely s	SIGNATURE OF CONS to state specifically in writing the agreed or declared va specifically stated by the shaper to be not exceeding	IGNOR	GROS			NRE .		LALLOSAMICE	1461
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were. In (a) The currier or party in possibilities of any of the property heated.

(b) The currier or party in possession of all or carry of the property heated due to be not provided to the shopper or overty, or for natural abertakeaps, of the first his time to be compared in the first lines and allowed by tentific instributy on the front free time to be compared been duly sent or given, and after placement of the property for delivery of the sunder or party in possession (and the burdent to prove breeden from such near these covering while the property is stepped and hold in itematic upon the regulators, or from richor or strikes. on described distribe in liable for any loss thereof or deny loss thereof or damage fracets, except in his health and a few places thereof or damage fracets, except in health part of God, the last of the damage, and the last of the la

i or obserbare, as required by quarantine regulators on property is so discharged, or property may be nit porty shall be beene by the owness of the property or regulations or authorities oven though the same may of. No earrier shall be liable, except in case of negline of the carriers harmless from any appense quarantine leave or regulations in effect at such pla

Sec. 2. (a) No carrier is bound to branceout such as property overage and the contract into any place against the quasiantne laws or significant in class of an experience of the contract in the contract in

wunder shall be liable, and swen claims was not so pass.
(c) Any carrier or party liable on account of loss of or damage to any of eaid property shall have the full benefit of any insurance that may have been effer a shall not avoid the policies or contracts of insurance: Provided, That the carrier reimbures the claimant for the premium paid thereon.

see. 3. Except where such service is required as the result of carrier's needlegence, all preparty shall be subject to receivery occupancy and baling at own oil interes is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same far greater convenience in handling derintion or unvaviolable delays in procuring such compression. Grain in built consigned to a point where there is a railroad, public or licensed elevation then if it is not promptly unloaded be these delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt it so delivered shall be relabed to a line for a develope in addition to all other changes herunder.

send it so delivered shall be subject to a lien for eleventer charges in addition to all other charges hereunder.

Ser. 4. (a) Property not memorably the party entitled to sective it within the first three allowed by tariffs, leavilly on the fineth first time to be computed as therein provided), siter notice of the the property of destination we at the part of the party of the carrier, subject to the tariff charge first three times are the party of the carrier, subject to the tariff charge first tendence of the party of the carrier, subject to the tariff charge first three times are the place of delivery or other available places, at the cost of the owner, and there had without fishtlifty on the part of the carrier, and subject to a lien for an other lawful charges, including a reasonable charge for storage.

(b) Where nonpostabable property which has been transported to destination hereunder in refused by consignes or the party entitled to readers; the destination of arrival shall have been duly sent or given, the carrier way call the same upon the total party of the carrier, and subject to all under the carrier way of the carrier way ne party entitled to receive it, or said consignes or party entitled to receive it fails to no to the highest hidder, at much place as may be designated by the carrier: Pre-tates unclaimed, as the case may be, and that it will be subject to said under the said of the same of the party to whom consigned, or, if shipped order noilit, the nearl circulation at the place of saids or nearest place where such newspaper is put

t the time and place of asla, once a weak for two successive weeks, it is a newspaper of use property, the has taken elegand before publication of notice of sales after said often said the property was reharded or research rely which has been transported harvander to destination is setured by consignor or party satisfies to associ it is discretion to personal content of the said of the property or the facilities of the property or the facilities of the property or the facilities to receive it and request for dispositions of the property, such notification

any sale made under this section shall be applied by the carrier to the payment of fivight, demurrage, storage, and any other lawful charges and the expense of notice, adver ny expense and of caring for and maintaining the property, if proper fare of the same regulars special expense, and about there he a balance it shall be paid to the owner of the

Sec. S. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of est-special agreement to do so and a stipulated value of the articles are inforzed hereon.

hether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of th caused by such goods, and such goods may be warehoused at sweer's risk and expense or dantroped without compensation

egainet all loss or damage caused by such goods, and such goods may be warehoused at sware's risks and espects or destroyed without companishes.

Sec. 7. The dense or consignes shall pay the freight and average, if any, and all other leaving charges according on said property; but, except in those instances where it may leavingly be authorised to do so, the carrier by railmost shall delice or realizeptich possession at destination of the property covered by this bill of facility until all leatifi rates and charges themeon, have been paid. The coordinate of the property covered by this bill of facility until all leatifi rates and charges themeon, have been paid. The coordinate of the property covered by the billion of the property covered by the property of the county of the consigner (accept as beneficial terms of the property of the county of the consigner (accept as beneficials provided) shall not be liquid for runch charge. Providing, That, where the carrier has been instructed by the shipper or consigner, and the property to a county gues other than the shir-we or consigner, such consigners shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against aim at the films of delivery for which he is "-evrise liable) which may be found to be due self-the property has been delivered to him, if the consigners (a) is an expect only and has no beneficial title is said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the names and address of the beneficial owners of address of the carrier in writing of the names and address of the beneficial owners of add property; and, in the cases the shipper or consignor, or, in the case of a shipment to excending the owner, shall be liable for all legally applicable to a consigner while the property is a considered to the carrier errorsous information as to who the beneficial owner is a such consigner of a shipment of a subment of estimation, the said bene

director has given to the carrier erroneous information as to who the bandicial owner is, such acconsignor or director shall himself be liable for all such charges.

If a shipper or consignor of a shipment of property (other then a propaid shipment) is also the consignose named in the bill of leding and, price to the time of delivery, notifies, in writing, a delivering carrier by realized (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 charges the carrier to such party without such party without such party set to such party only upon payment of all transportation charges in respect of the transportation charges which in the carrier to such delivery, are also for any additional charges which may be found to be due after delivery by made to be due after delivery by the control of the property, and also for any additional charges which may be found to be due after delivery by the party to whom delivery is made to such beneficial owner, such party shall not be liable for any additional charges. If the shipper or the property is the first party to whom delivery is made since the party and also for any such party shall not be liable for such additional charges. If the shipper or consignor shall himself be liable for such additional charges, If the shipper or consignor shall himself be liable for such additional charges. If the shipper or consignor shall himself be liable for such additional charges, If the shipper or consignor is the party to whom delivery is made of the party and also for any additional charges. If the shipper or consignor shall himself be liable for such additional charges, If the shipper or consignor shall himself be liable for such additional charges. If the shipper or consignor shall himself be liable for such additional charges, the third and the same of the party and interpret and the same

Nothing hearin shall limit the right of the carrier to require at time that carrier making ultimate delivery.

Robhing hearin shall limit the right of the carrier to require at time of shipment the propayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those serilad in this bill of lading, the bright 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 spiply, except as may be inconsistent with Part III of the Internate 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; 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 made in or in connection with this bill of lading.

er made in or in connection with this bill of lading.

Sec. S. (a) If all or any part of said property is carried by weiter over any part of said route, and lose, damage or injury to said property occurs while the same is in the cribbility of sands carrier shall be determined by the bill of lading of the carrier by weiter (this bill of lading being such bill of lading the property is transported by such water under the laws and regulations applicable to framsported by such water. Sinch weiter carriage shall be performed subject to all the items and provisions of, and all the esemptions. Act of the Congress of the United States, approved on Fabruary 13, 1835, and entitled "A next relating the navigations of seasons, etc.," and of other statutes of the United States protection of limited liability, as well as the following subdivisions of this section; and to the relating of the carrier's by weats.

by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligance in making the vessel in all suspects seaword

resulting from the parils of the lakes, sees, or other waters, or from latent defects in hull, machi
other accidents of navigation, or from prolongation of the voyage. And, when for any season it is

or parts, in or out of the customary routs, to ture and be towed, to transfer, trans-ship, or lighter

or property, and for docking and vegales. Except in case of negligence such carrier shall not be re
property, and for docking and vegales. Except in case of negligence such carrier shall not be re-

or property, and for docking and sepais. Except in case of negligenoes such carries shall not be responsible for any loss of samples, or train contained shall be at liberty to call at any post of containing and sepais. Except in case of negligenoes such carries shall not be responsible for any loss or dearnege to property. If it he necessary or is usual to earry the season upon deep containing to the Voix-Anthreny Ruise of 1884, Sections 1 to 25, inclusive, and as to make not occurred theselve according to the season upon deep containing to the season upon deep containi

(f) The term "water carriage" in this section shall not be or

Sec. 16. Any alteration, addition, or course in this hill of lading which shall be made without the special notation become of the operat of the carrier to this hill of lading shall be enforceable according to its ariginal base. ming this bill of lading, shall be without effect, and Railrest Bill of Letting Amended June 12, 1942



en Demarks Straight 88 af Lading, subgrand by Carrises in Official, Southern, Monteur and Minois Chamilication territories, March 15, 1822, or annualed August 1, 1836, Jana 15, 1941, and Suptember 21. UNIFORM STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE

F. D. 2526-4 3MM 3-13-49 8½x11

P.R. B place of deli mutually agreested in all c	a subject to the classifications and tariffs in effect on the data AND NUMBER a good order, except as noted (conte destined as indicated below, which as meaning any person or corporative as to each carrier of all or any of said property over all or or any of said property, that every service to be performed here subject to all the conditions not prohibited by law, whether printing the said of the conditions of the conditi	nts a said on in ne, o any n-	and condition of d company (the n possession of t therwise to deli portion of said	f contents of word compar he property u ver to anothe	package ny being nder the or carrie	es unknow g understo e contract) r on the ro	n), marked od through agrees to d oute to said	I, consigned, and out this contract carry to its usual destination. It is
ed or writter	n, herein contained, including the conditions on back hereof, which	ch N	16. (7452)	Chi	cago	Illin	ois	
DATE	SHIPPER'S NUMBER	7		Henry	Poe			
Augus CONSIGNED	st 1, 1949 Mail or street address	of oo	nsignee - For purpos	es of notification	only.			
DESTINATION	C.O.D. John Doe - 63 Main Street		COUNTY OF				prepayment o	f the charges en the
DESTRICTION	SIRIE W		000111 01			property des	cribed hereon.	1000
ROUTE	Worcester N. Y.		I DELIV	ERING CARAIF	a		INIA R	AIL ROAD Charles
					(6	ENTISU	ANIA R	Mnowingston only the
	Wilkes Barre, D&H				-7_{t}	RE	ST.	1949
Spalegt to Section 7 of	و بر التحكال. Conditions, if this shipment is to be delivered to the consigner without recourse on the consigner, the consigner shall		es to la populi, milo er : VEIGHED AT	tamp have, "To Be !	Prepaid Y	& BOTY	UG 1	1940
	SIGNATURE OF CONSIGNOR	. –	GROSS	TAI	RE	FREIG	HTANOEN	NET
budentit. He show	to dependent on value, obspaces are required to state specifically in writing the agreed or declared value of the or declared value of the property is hereby specifically stated by the obspace to be not exceeding PER	 -	★ if the shipment m	oyes between two	ports by	a during by w	rater, the law r	equires that the bill e
SHIPPER	Henry for	╁	ading shall state who	Mer it is "carrier:	or shippe	er's weight."		
PERPermanent Post	toffice		GENT CO	ma		4		
NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	1	WEIGHT	0477	Munnin	i innimin	Per	Tuminimin ini
NO. PAGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*	(Subject to Correction)	RATE				
1	Steel Bar		98					
	C. O. D. Shipment Amount of C.O.D \$4.80 C.O.D. Gollection Charge - Total Amount of C.O.D. and Collection Charge -							

Sec. 1. (a) Except in the case of its negligence proximately contributing thereto, no carries or party in possession of all or any of the live stock herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, quarantine, the authority of law, the inherent vice, weakness, or natural propensity of the-nummal, or the act of default of the shipper or owner, or the agent of either, or by riots, strikes, stoppage of labor or threatened violence.

(b) Unless caused, by the negligence of the carrier or its employees, no carrier shall be liable for or on account of any injury or death sustained by said live stock co-casioned by any of the following causes: Overloading, crowding one upon another, escaping from cars, pens, or vessels, kicking or goring or otherwise injuring themselves or each other, suffication, right, or five caused by the shipper or the shipper's agent, beta for cold; changes in weather or delay caused by stress of weather or damage to or obstruction of track or other causes beyond the carrier's control.

(c) In case of quarantine, the live stock may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine or authorities, or for the carrier's dispatch, or 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 carriers at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to the property shall be borne by the owners of the property or be a lien thereon. In case a shippent is stopped in transit by quarantine, the carrier shall be liable for loss or damage occasioned by furnigation or disralection or other acts required or done under quarantine regulations or suthorities, nor for detention, loss, or damage of any kind occasioned by quarantine laws or in the enforcement thereof; and the shipper rea

to pay by reason interest.

(a) So carrier shall have the right in case of physical necessity to forward said live stock by any carrier or route between the point of adjunction.

(b) 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 ive stock 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.

In case of failure to make delivery, then within nise months after a delivery of the property (or, in case of export traffic, within nine months after and the continuence of export or, in case of failure to make delivery, then within nise months after a delivery of the property (or, in case of activate dagainst 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 part 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 it may lawfully be known on the contract that the carrier has disallowed the claim or any part or parts it may lawfully be known or consignes shall pay the freight and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be known or consigned to do so, no carrier by railroad shall deliver or reliquish possession at destination of the property covered by this live stock contract was it may lawfully be known or consigned to a carrier to a face of this contract that the carrier has delivery payment of the property overed by this live stock contract was the many lawfully be known or the special country of the carrier has been instructed by the shipper or consignor to deliver and on that delivery without requiri

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. It upon inspection it is ascertained that the strictes 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. The shippers at his cown risk and corpone shall load and unload the live stock in charge of same, he shall take care of, feed and water the live stock in charge of same, he shall take care of, feed and water the live stock in charge of same, he shall take care of, feed and water the live stock in charge of same, he shall take care of, feed and water the live stock in the same of the same of the pens or enviportments in the vessel, he shall see that the same are so closed and fastened as to prevent the escape therefrom of any of the live stock.

(b) When bedding or appliances of a character not generally in use in the transportation of live stock are required, they shall be furnished by the shipper at the same early adequately strong partitions and such stock shall be at the risk of the shipper as the any damage resulting from the insufficiency or inadequary of any such bedding, appliance, or partition.

Sec. 5. (a) If all or any part of said typus the stock are required, they shall be at the risk of the shipper as the proper of the stock and the

SEPARATE CONTRACT WITH MAN OR MEN IN CHARGE OF LIVE STOCK

Chicago, Ill. _1949_ Station, August 1.

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In consideration of the carriage of the undersigned upon a freight train or vessel in charge of the live stock mentioned in the within contract, whether with or without charge for such carriage, each one of the undersigned severally hereby voluntarily assumes all risk of accident or damage to his person or property, and hereby releases and discharges each and every carrier from every claim, liability, or demand of any kind of or on account of any personal injury or damage of any kind sustained by him, unless caused by the negligence of such carrier or any of its employees; and agrees that whenever he shall leave the caboose and pass over or along the cars or track he will do so at his own risk of personal injury, except where the negligence of the sarrier proximately contributes thereto, and that no carrier shall be required to stop or start its train or caboose cars at or from the depot of platforms, or to furnish light for his accommodation or safety.

W. W. Wagner Wilness.

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(Uniform Live Stack Contract, adopted by Carriers in Sificial, Southern, Western and Illinois Classification territories, March 15, 1922, as amended August 1, 1930, and June 15, 1941.)

UNIFORM LIVE STOCK CONTRACT

This form of contract to be used for shipments of Live Stock and Wild Animals instead of Uniform Bill of Lading

DUPLICATE ORIGINAL.—NOT NEGOTIABLE

THE PENNSYLVANIA RAILROAD COMPANY

TH party of the first part, hereinafter called the carr	e PENNSYLVANIA inter,* and Henry F	Poe	, 194.9	by and	's name)
party of the first part, hereinafter called the carr	ier,* and Henry F	Poe			
	Henry F	Poe			
part					
part					
herein contained, including the conditions on had	onnection with said shi ck hereof, and which an	at any time interested in all or any cipment shall be subject to all the con	rier* of all or any of said live stock, ditions, whether p	gned and ts own way of said li that ever printed or ad his assi	id tariffs destined ster line, ive stock y service written,
Consigned to John Doe	2 201001, 022 11211 01				
Destination Pittsburgh		nnsylvania County			
Route			V1		
Car Initials and Numbers P.R.R. 7	<u> </u>			***************************************	
Ordinary live stock means all cattle, swine, she mules, except such as are chiefly valuable for be purposes, or other special uses. On shipments on declaration of value shall be made by the avalues be entered on this bill of lading. I (We) declare the shipment covered by this binary live stock. Note.—The shipper shall execute one of the values of said stock for entry in this bill of lading shipment consists of both ordinary live stock be declared and entered on only the other than of declared and entered on only the other than or the shipment consists of both ordinary live stock as be declared and entered on only the other than or the shipper shall execute one of the values of said stock for entry in this bill of lading the shipment consists of both ordinary live stock as the declared and entered on only the other than or the shipper shall execute one of the shipper shipper shall execute one of the shipper shall execute one of the shipper shipper shipper shall execute one of the shipper shi	Il of lading to be ordi- Mapper above declarations. In the shipment will not other than ordinary	On shipments of live stock cheshow purposes, or other special useffect dependent on the valuatic which valuation may be the basic at which the lowest freight rate usation up to actual value, in which by the amount prescribed in the declared or agreed values shall be therefor in this bill of lading, and if or any amount in excess of such 'I (We) declare the shipment of the than ordinary live stock, as agreed upon, and entered. Upon refusal of a shipper of other the ot be accepted for transportation unlive stock, both of such declaration.	ses, different rate in placed thereor value as stated in pplies, or it may levent the freight are tariffs or classe entered in the no event shall traluation. Overed by this bind of the value has been shall traluation.	s of freight by the class be any his rate will sification column the carrier ill of ladiuerein dec	ht are in shipper; ification, gher val- be higher s. Such provided be liable ing to be lared, or
	Sh	hipper's Declared Value	Weight	Rate of	Freight
Number and Description of Animals	(If on live stock ob	siefly valuable for breeding, racing, show	(Subject to cor- rection)	Per 100 Lbs.	Per Car
		oses, or other special uses)	rection)	1208.	
1 Horse	····	· h · · · · · · · · · · · · · · · · ·	1100		
Subject to Section 3 of conditions, if this shi sign the following statement: The carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of this and the carrier shall not make delivery of the	hipment without payme	ent of freight and all other lawfel ch cknowledgment to be used if freight	で配とこ POLK ST., CULE	V E <u>₩₩./₩</u> 1949	D designor)
	Dec	***************************************	Agent or (Cashier.	
	Per The signature here acknow	wledges only the amount prepaid.)			
		Charges advanced, \$			
Witness my hand	Shipper's Agent.	THE PENNSYLVAN	ia ràileoad MULL	COMPA	NY. , Agent.

"The word "carrier" is to be understood throughout this contract as including any person or corporation in possession of the live stock under the contract.

Sec. I. (a) Except in the case of its negligence proximately contributing thereto, no carrier or party in possession of all or any of the live stock herein described shall be liable for any loss thereof or damage thereto or delay caused by the sot of God, the public enemy, quarantine, the suthority of law, the inherent vice, weakness, or natural propensity of the antimal, or the act or default of the shipper or owner, or the agent of either, or by riots, strikes, stoppage of labor or threatened violence.

(b) Unless caused by the negligence of the carrier or its employees, no carrier shall be liable for go account of any injury or death sustained by eaid live stock co-casioned by any of the following causes: Overloading, crowding one upon another, escepting from care, pens, or vessels, kicking or goring or otherwise injuring themselves or each other, sufficiently, in the caused by the ability of the shipper of the shipper's agent, belt or cold, changes in weather or delay caused by stress of weather or demage to or ebstraction of track or other causes beyond the carrier's outer.

(c) In case of quarantine, the live stock may be discharged at risk and expense of owners into quarantine depottor elsewhere, as required by quarantine or suthorities, or for 'the carrier's dispatch, or at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cases when the property is so discharged, of the property may be returned by carriers at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect at the property may be returned by carriers at owner's expense to any contributing thereto, no carrier shall be liable for loss of damage or casioned by furnigation or dainfection or other ext required or done under the large ground of the carrier shall be liable for loss or damage or casioned by furnigation or dainfection or other ext required or done under extractions or authorities, nor for detention, loss, or damage of

Sec. 2, (a) No carrier is bound to transport said live stock 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 ancessity to forward said live stock by any carrier or route between the point of shipment and the point of the control of the property completed by the state of the point of the control of the property con

Nothing herein shall limit the right of the earrier to require at time of shipment the prepayment or guarantee of the charges. Il upon inspection it is ascertained that the articles shipped are not those described in this lived stock contract, the frights 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 4. The shipper at his own risk and expense shall load and unload the live stock into and of cars, except in those incatances where this duty is made obligatory upon the live stock in the property of the stock in the carrier of the stock and the stock an

SEPARATE CONTRACT WITH MAN OR MEN IN CHARGE OF LIVE STOCK

Chicago.	m.	9444144	August	1.	9

In consideration of the carriage of the undersigned upon a freight train or vessel in charge of the live stock mentioned in the within contract, whether with or without arge for such carriage, each one of the undersigned severally hereby voluntarily assumes all risk of accident or damage to his person or property, and hereby releases and charges each and every carrier from every claim, liability, or demand of any kind for or on account of any personal injury or damage of any kind sustained by him, unless do by the negligence of such carrier or any of its employees; and agrees that whenever he subcose can be about on a long the cars or track he will do so his own risk of personal injury, except where the negligence of the carrier proximately contributes thereto, and that no carrier shall be required to stop or start its train caboose cans at or from the depot or platforms, or to furnish light for his accommodation reliefy.

W Wagner Witness

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(Malform Live Stock Contract, adopted by Carriers in Stificial, Southern, Western and Illinois Classification Javreties, March 15, 1822, as amended August 6, 1830, and June 15, 1841.)

UNIFORM LIVE STOCK CONTRACT

This form of contract to be used for shipments of Live Stock and Wild Animals instead of Uniform Bill of Lading

DUPLICATE, ORIGINAL.—NOT NEGOTIABLE

			7452	Chicago, Ill.				., 1949			
THIS AGRI	EEMENT, made this	lst	day of	August `		, 1949	., by and	between			
				A RAILROAD COMPA	NY,						
party of the first	part, hereinafter called	the carrier,		Poe			/CTL :				
WHEREAS, T freight, the shipp Stock" he must d NOW, THERE in effect on the d as indicated belo otherwise to deliv over all or any po to be performed.	ate of issue of this agre- we, which the carrier ag- ver to another carrier or portion of said routs to de- and every liability incur-	ariffs under pment to b ue of each a IT WITNESS ement, the grees to carn a the route estination, a greed in conn	hipper; which this agree e "Ordinary Live mimal, space for s ETH, That the ca- live stock describ ry to its usual plu- to said destination and as to each par action with saids	ment is made require the Stock," specifying the luch declaration being prize has received from the declaw, in apparent grace of delivery at said does not any time interested shipment shall be subject are agreed to by the ship	at, for the purcind or kinds of ovided below: he shipper, subject of order, exceptestination, if of a sto each car in all or any of to all the conc	pose of applying animals, or if n lect to the classifit as noted, consin its road or on irier of all or any fasid live stock, litions, whether lettions, whether	the lawfo ot "Ordin ications a gned and its own w y of said l that ever printed or	ul rate of nary Live and tariffs destined ater line, live stock by service r written,			
Consigned to	<u>Jo</u> ł	n Doe									
Destination	Pittsburgh		, State of	Pennsylvania	, County	of					
Route											
Ordinary live smules, except supurposes, or other no declaration of values be entered. I (We) declare nary live stock. Notz.—The values of said stabipment consists be declared and a Number of the said stabipment of the said stability of the said stab	ock for entry in this bid s of both ordinary live entered on only the other r and Description of Animals	wine, sheep, ole for breecoments of o by the ship, y this bill of the ship one of the skill of lading stock and cer than ording	goats, horses, and ding, racing, show rdinary live stock per, nor shall any f lading to be ordi- per. per. per. bove declarations, the shipment will ther than ordina inary live stock. (If on live stock per.	On shipments of show purposes, or effect dependent of which valuation me at which the lowest ustion up to actual by the amount p declared or agreed therefor in this bill for any amount in I (We) declare to other than ordinar agreed upon, and be upon refusal of a shipper stock, both of su Shipper's Declared Value	OTHER THAN ORDINARY LIVE STOCK On shipments of five stock chiefly valuable for breeding, racing, show purposes, or other special uses, different rates of freight are in effect dependent on the valuation placed thereon by the shipper; which valuation may be the basic value as stated in the classification, at which the lowest freight rate applies, or it may be any higher valuation up to actual value, in which event the freight rate will be higher by the amount prescribed in the tariffs or classifications. Such declared or agreed values shall be entered in the column provided therefor in this bill of lading, and in no event shall the carrier be liable for any amount in excess of such valuation. I (We) declare the shipment covered by this bill of lading to be other than ordinary live stock, and of the value herein declared, or agreed upon, and entered. Shipper Upon refusal of a shipper of other than ordinary live stock to declare the of be accepted for transportation under this contract. In the event the live stock, both of such declarations shall be executed, but values shall hipper's Declared Value Lipper's Declared Value Lipper's Declared Value Lipper's Declared Value Lipper's pecial uses)						
1 Race Horse				1100	ļ						
Subject to S sign the following The carrier	ection 3 of conditions, is g statement: shall not make delivery	f this shipm of this ship	ent is to be delive	ared to the consignee wit	other lawful ens	RECE POLK ST.,(EL)	I V E	E D			
If charges are here, "To be pre	to be prepaid, write or paid."	- I	Received \$ ve stock described	Acknowledgment to be i hereon.	Agent or Cashier.						
			er he signature here ack	nowledges only the amount p	repaid.)						
			·	Charges advanced,							
Witness my hand	√		Shipper's Agent. Witness.	THE P	ENNSYLYANI)	ull	COMPA	NY.			
*The word "carrie	r" is to be understood throu	ghout this cor		y person or corporation in po	session of the live	stock under the con-	tract.				

620 THE PENNSYLVANIA RAILROAD 620 INTERLINE FREIGHT WAYBILL

TO BE USED FOR SINGLE CONSIGNMENTS, CARLOAD AND LESS CARLOAD-INTERLINE STOP THIS CAR AT WEIGHT IN TONS LENGTH-OF CAR MARKED CAPACITY OF CAR ORDERED FURNISHED ORDERED TARE 40 ft. 40 ft. CAR INITIALS AND NUMBER C. L. Transferred to or L. C. L. Losting No. WAYBILL No. PRR 350718 August 1 1949 50340 STATION STATE FROM STATION STATE N. Y. 7452 Wordester Chicago Illinois ORIGIN AND DATE; ORIGINAL CAR, TRANSFER FREIGHT BILL AND PREVIOUS WAYBILL REFERENCE AND ROUTING WHEN REBILLED. RECONSIGNED TO STATION STATE AUTHORITY FULL NAME OF SHIPPER, AND FOR C. O.D. SHIPMENTS, THE STREET AND POST OFFICE ADDRESS, AND INVOIDE NUMBER IF AVAILABLE. ROUTE (Show each Junction and Carrier in route order to destination of waybill). Wilkes Barre D&H Henry Poe CONSIGNEE AND ADDRESS Order Henry Poe WEIGHED Notify John Doe 63 Main St. Wordester MY 59th St. Chicago FINAL DESTINATION AND ADDITIONAL ROUTING 142800 44000 INSTRUCTIONS (REGARDING ICING, VENTILATION, HEATING, MILLING, WEIGHING, ETC. IF ICED. SPECIFY TO WHOM ICING SHOULD BE CHARGED). Deliver only on the surrender of the ALLOWANCE_ Original Bill of Lading 98800 properly endorsed. Indicate by symbol in Column provided * how weights were obtained for L. C. L. Shipments only, R.—Raitroad Scale.: S.—Shipper's Tested Weights. E.—Estimated—Weigh and Correct. T.—Jariff Classification or Minimum. ON L. C. L. TRAFFIC TRANSFER STAMPS TO BE SHOWN IN THIS SPACE DESCRIPTION OF ARTICLES AND MARKS WEIGHT RATE FREIGHT ADVANCES PREPAID 760 Steel Bars 98800 DESTINATION AGENT'S DESTINATION AGENT WILL STAMP HEREIN STATION NAME AND DATE REPORTED OUTBOUND JUNCTION AGENT WILL SHOW JUNCTION STAMPS IN SPACE AND ORDER PROVIDED THIRD JUNCTION FOURTH JUNCTION FIRST JUNCTION SECOND JUNCTION

ADDITIONAL JUNCTION STAMPS AND ALL YARD STAMPS TO BE PLACED ON BASK OF WAYBILL 620 THE PENNBYLVANIA RAILROAD 620

620 THE PENNSYLVANIA RAILROAD 620 INTERLINE FREIGHT WAYBILL

TO BE USED FOR SINGLE CONSIGNMENTS. CARLOAD AND LESS CARLOAD—INTERLINE LENGTH OF CAR MARKED CAPACITY OF CAR STOP THIS CAR AT WEIGHT IN TONS ORDERED FURNISHED ORDERED TARE FURNISHED 40 ft. 40 ft. CAR INITIALS AND NUMBER C. L. Transferred to or L. C. L. Loading No. WAYBILL No. 34540 PRR 350718 August 1 1949 STATION STATE STATION STATE N. Y. 7452 ILL. Chicago Worcester RECONSIGNED TO STATE STATION ORIGIN AND DATE, ORIGINAL CAR, TRANSFER FREIGHT BILL AND PREVIOUS WAYBILL REFERENCE AND ROUTING WHEN REBILLED. AUTHORITY FULL NAME OF SHIPPER, AND, FOR C. O. D. SHIPMENTS, THE STREET AND POST OFFICE ADDRESS, AND INVOICE NUMBER IF AVAILABLE. ROUTE (Show each Junction and Carrier in route order to destination of waybill). Wilkes Barre D&H Henry Poe CONSIGNEE AND ADDRESS Henry Pos, Advise John Dos WEIGHED 63 Main St. 59th St. Chicago, Ill. FÍNAL DESTINATION AND ADDITIONAL ROUTING 142800 GROSS 44000 INSTRUCTIONS (REGARDING ICING, VENTILATION, HEATING, MILLING, WEIGHING, ETC. IF ICED, SPECIFY TO WHOM ICING SHOULD BE CHARGED). ALLOWANCE_ Deliver only on written order 98800 from consignee Indicate by symbol in Column provided \star how weights were obtained for L. C. L. Shipmonts only, R.—Railroad Scate. S.—Shippor a Tested Weighta. E.—Estimated—Weigh and Correct. T.—Tariff Classification or Minimum. QN L, C. L. TRAFFIC TRANSFER STAMPS TO BE SHOWN IN THIS SPACE. FREIGHT WEIGHT BATE ADVANCES PREPAID DESCRIPTION OF ARTICLES AND MARKS ... 98800 760 Steel Bars R DESTINATION AGENT'S OUTBOUND JUNCTION AGENT WILL SHOW JUNCTION STAMPS IN SPACE AND ORDER PROVIDED DESTINATION AGENT WILL STAMP HEREIN STATION NAME AND DATE REPORTED FOURTH JUNCTION FIRST JUNCTION SECOND JUNCTION THIRD JUNCTION ADDITIONAL JUNCTION STAMPS AND ALL YARD STAMPS TO BE PLACED ON BACK OF WAYBILL 620 THE PENNSYLVANIA RAILROAD 620

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620 THE PENNSYLVANIA RAILROAD 620 INTERLINE FREIGHT WAYBILL

TO BE USED FOR SINGLE CONSIGNMENTS, CARLOAD AND LESS CARLOAD—INTERLIN												
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3.	207-A	Clearances.
4.	208-E	Maximum weight limits for cars, etc.
5.	211-B	Transportation of freight in bond.
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APPENDIX GENERALNOTICE

APPENDIX NUMBER	GENERAL NOTICE OR F.D. NUMBER	
18.	F.D.314	Local freight tariff to which has been assigned P.R.R. tariff number 1320-K, I.C.C. 2845, covering lighterage, storage and other terminal arrangements at Baltimore, Md.
1 9.	F.D.319	Local and Joint Freight tariff of Elevator charges, Floatage, Lighterage, Reconsignment, Storage, Transfer charges and other Terminal arrangements at Camden, N. J. and Philadelphia, Pa., to which has been assigned P.R.R. tariff number 1145-G, I.C.C. 2846.
20.	F.D.330-A	Restrictions governing the acceptance and transportation of freight at stations on the P.R.R. and connections as indicated therein.
21.	F.D.335	Local and Joint freight tariff of rates and regulations governing miscellaneous services applying at stations on the Pennsylvania Railroad (territory Pittsburgh, Pa., Oil City, Pa., Erie, Pa., and East) and other lines as shown therein. This circular has been assigned tariff number 1233-E, I.C.C. 2505.
22.	F.D.336	Local treight taritt of storage charges on treight tor trans-shipment by water at various points on the Pennsylvania Railroad.
23.	F.D.343-B	Instructions for the forwarding of shipments to Fairmont, W. Va., and Morgantown, W. Va.
24.	F.D.370	Freight charges on return of trucks and other parts of destroyed or damaged foreign cars and on material for repairs to bad order cars.
25.	F.D.378-A	List indicating seasons of various Fresh Fruits and Vegetables—Icing stations, cold storage warehouses and preferred deliveries.
26.	F.D.459-A	Agents ready reference index of tariffs, also rules governing the posting of tariffs at stations.
27.	F.D.549-A	Milwaukee, Wis.—List of Industries in the Milwaukee Switching District to and from which the rates of the Pennsylvania Railroad via Car Ferry (across lake) apply.

APPENDIX GENERAL NOTICE NUMBER OR F.D. NUMBER 28. F.D. 551-B

SUBJECT

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28.	F.D.551-B	Alphabetical list of Lumber Dealers (not brokers) located at common points on the Pennsylvania Railroad and their Track location including dealers on other lines reached by the Pennsylvania Railroad through reciprocal switching; also most convenient team track delivery when dealer has no private siding.
29.	F.D.552-E	Charges for use of Wagon Scales.
30.	F.D.554-B	Alphabetical list of stations on Pennsylvania Rail- road and connections showing all facilities (except scales) as listed therein.
31.	F.D.557-F	Rates and Rules governing the handling of Inter- coastal Lumber moving from the Pacific Coast via the Panama Canal at Baltimore, Md.
32.	F.D.558	Instructions governing the handling and storage of refused or unclaimed freight at stations on the Pennsylvania Railroad and connecting lines.
33.	F.D.559	List of class tariffs applying on All Rail export, import, coastwise and intercoastal Rail and Lake and Rail, Lake and Rail Traffic from stations on Pennsylvania Railroad and connecting lines to stations in Central Freight Association Territory, Illinois Freight Association Territory, New England Freight Association Territory, Southern Freight Association Territory, Trunk Line Territory and Western Truck Line Territory.
34.	F.T.D1E	Rules governing the transportation of Household Goods the property of employees transferred on account of Company's convenience.
35.	F.T.D7C	Names of Intrastate Railroads and Boat Lines that have not filed tariffs and Boat Lines that have filed tariffs applying from Baltimore, Md., New York, N. Y., Norfolk, Va., Philadelphia, Pa., and Wilmington, Del., with the Interstate Commerce Commission.
36.	None	Manual of Instructions for the Preparation of way-bills.

