



UNIFORM STRAIGHT BILL OF LADING — ORIGINAL — NOT NEGOTIABLE

Shipper's No. _____

Agent's No. _____

The Atchison, Topeka and Santa Fe Railway Company

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

At _____, 19____ From _____

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

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

Consigned to _____

Destination _____ State of _____ County of _____

Route _____

Delivering Carrier _____ Car Initial _____ Car No. _____

| No. Pkgs. | DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS | *Weight (Sub. to Correction) | Class or Rate | Check Cal. | |
|-----------|--|------------------------------|---------------|------------|--|
| | | | | | Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. _____ (Signature of consignor.) If charges are to be prepaid, write or stamp here, "To be Prepaid." _____ Received \$ _____ to apply in prepayment of the charges or the property described hereon. _____ Agent or Cashier. Per _____ (The signature here acknowledges only the amount prepaid.) Charges advanced: \$ _____ |
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* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
 NOTE —Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

_____ Shipper. _____ Agent.
 Per _____ Per _____

Permanent postoffice address of shipper _____

CONTRACT TERMS AND CONDITIONS

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

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouse receipt only for loss, damage, or delay caused by the occurrence after the expiration of the free time allowed by tariff law fully on the sixth free time to be computed as therein provided after notice of the arrival of the property at the place of destination or the place of export, if such property has been duly sent, and after placing of the property in possession of the carrier or party in possession of the property at the place of destination or the place of export. Except in case of negligence of the carrier or party in possession of the property, the burden to prove freedom from such incurrence shall be on the carrier or party in possession of the property. In no event shall the carrier or party be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or loss in the property, or for country damage to cotton, or from pests or insects.

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

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

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

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

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

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

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

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

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

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges, and the balance, if any, shall be paid to the owner of the property sold hereunder.

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

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

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

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accrued on said property; but the carrier's liability shall be that of warehouse receipt only for loss, damage, or delay caused by the occurrence after destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the freight and all other lawful charges, except that if the consignee, by signature, in the space provided for that purpose on the face of this bill of lading, that the carrier shall make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignee (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignee, such consignee shall not be liable for transportation charges in respect of the transportation of said property (which would have been delivered to him, if the consignee (as an agent only and has no benefit title in said property, and no prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or directed to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property, and, in such cases the shipper or consignee, or, in the case of a shipment so reconsigned or directed, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigned or directed by an agent who has furnished the carrier in the requisition or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsigner or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsigner or diverter shall himself be liable for all such charges.

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

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

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

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

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 15, 1893, and entitled "An act relating to the navigation of vessels," and of other statutes of the United States applicable to carriers by water the protection of limited liability, as well as the following subdivisions of this section, and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading, becomes the bill of lading of the carrier by water.

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

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

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

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

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

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

EFFECTIVE JUNE 15, 1943

CONTRACT TERMS AND CONDITIONS

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

(b) No carrier or party in possession of all or any of the property herein described, shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for any act of sabotage. The carrier's liability shall be that of a warehouseman, only, for loss, damage, or delay caused by the occurrence after the expiration of the free time allowed by tariff law fully on the arrival of the property at destination or at the port of export, or the expiration of the free time to be contained as therein provided after notice of the arrival of the property at the port of export, or the expiration of the free time to be contained as therein provided after placement of the property for delivery at destination, or transfer of delivery of the property to the party entitled to receive it, has been made. Except in case of notification of the carrier or party in possession that the property is being stored from such time there shall be on the carrier or party in possession, the same liability for loss, damage, or delay occurring while the property is being stored as would be the case if the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or loss in the property, or for damage to the vessel, or from theft or piracy.

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

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

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property, or, in case of export traffic, within nine months after delivery at port of export, or in case of failure to make delivery, then within nine months after the date of delivery. Loss, damage, injury or delay caused by any carrier, agent, or employee, within two years and one day from the date when made in writing, as given by the carrier to the claimant that the carrier has discharged the claim or any part or parts thereof, shall be the limit. Where claims are not filed within these periods, or are not filed thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

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

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary encumbrance and lading at owner's cost. Each carrier over whose route custom or custom duties is to be transported hereunder shall have the privilege, at its own cost and risk, of commencing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delay in proceeding, such course, course in bulk consigned to be sent where there is a railroad, public or licensed elevator, may commence otherwise expressly stated herein, and then if it is not promptly unloaded by those delivered and placed with other grain of the same kind and grade without refusal to ownership, and prompt action thereon shall be given to the consignee, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall be held liable for general average, the cargo shall be subject to such contribution and property shall be subject to such contribution as may be agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel from any latent or other defects in the vessel, her machinery or appliances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of the diligence, the shipper, consignee and owners of the cargo shall nevertheless pay advance and any special charges incurred in respect of the cargo, and shall contribute with the consignee or owner of the cargo, in the proportion of any such advance, loss or expense of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

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

(f) The term "water carrier" in this section shall not be construed as including lighters or on across rivers, harbors, or lakes, when the same are used as such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

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

EFFECTIVE JUNE 15, 1941