

NOTICE

AGENTS MUST NOT ACCEPT SHIPMENTS OF LIVE STOCK UNLESS THE SHIPPER DECLARES IN THE BLANKS BELOW WHETHER THE ANIMALS ARE "ORDINARY LIVE STOCK" OR ARE "NOT ORDINARY LIVE STOCK" AND THE VALUE OF EACH ANIMAL IF "NOT ORDINARY LIVE STOCK."

DUPLICATE (This duplicate must be signed by shipper and railway agent in ink or indelible pencil and delivered to shipper.)

UNITED STATES RAILROAD ADMINISTRATION Director General of Railroads

Atchison, Topeka and Santa Fe Railroad LIVE STOCK CONTRACT

#16

Table with 4 columns: CAR NOS., INITIALS, NUMBER OF HEAD, WAY-BILL. Row 1: 56169, a Just, 26, Jk 31

Executed in duplicate at Bliss Okla Station Teby 28 19 20

THIS CONTRACT, made between ATCHISON, TOPEKA and SANTA FE RAILROAD, hereinafter called the carrier, and

Vanselow + Hornack (Name of Shipper)

of Bliss Okla (Residence of Shipper) hereinafter called the shipper:

WITNESSETH: That for the consideration and mutual covenants and conditions herein contained, the carrier will, subject to the rules and regulations in its published tariffs applicable thereto, receive and transport for the shipper the Live Stock described herein, viz:

1 cars, said to contain 26 mules (Kind of Live Stock)

(numbers of way bills, initials and number of cars and number of animals, as noted in the left hand margin hereof) from Bliss Okla station,

to Purcell Okla (Where shipment leaves our rails)

consigned to Ross Bros It Worth Texas (Name of Consignee and Destination)

at the rates and charges for which said Live Stock may be lawfully carried, as fixed and determined by the established and published tariffs, classifications and rules of said party of the first part, to which reference is hereby made.

WHEREAS, The classifications and tariffs under which this agreement is made require for the purpose of applying the lawful rate of freight the Shipper must declare the shipment to be "Ordinary Live Stock," specifying the kind or kinds of animals, of if "Not Ordinary Live Stock," he must declare the kind and value of each animal, and whereas the term "Ordinary Live Stock" includes all cattle, swine, sheep, goats, horses and mules except such as are chiefly valuable for breeding, racing, show purposes or other special uses.

THEREFORE, for the purpose of enabling the Carrier to apply the lawful rate as provided in its tariffs, the Shipper makes the following declarations as to such shipments:

All of said animals are hereby declared to be Ordinary Live Stock.

The animals declared above to be "Not Ordinary Live Stock" are hereby declared to be of the kind and value at time and place of shipment as follows: Each Horse or Pony (Gelding, Mare or Stallion), Mule, Each Cow, Each Calf, Each Hog, Each Sheep or Goat, Each Ox, Bull or Steer, Each Colt, Each Jack or Jenny, Each Bull or Steer

This carrier is not a common carrier of live stock of values greater than \$800.00 per head, and will not accept shipments for transportation where the declared value is in excess of \$800.00 per head.

It is mutually agreed between the parties hereto as follows: FIRST. That the carrier shall transport only over its own line and shall not be liable for loss and damage or injury not occurring on its own road or its portion of any through route, nor after the said Live Stock has been delivered to a connecting carrier, except as such liability may be imposed by law, but it is expressly agreed that in case of through transportation this contract shall be for and inure to the benefit of any carrier constituting a part of a through line, and such carrier shall be liable to perform all the obligations of this contract.

SECOND. That the carrier will not transport such Live Stock by any particular train or in time for any particular market, or otherwise than with reasonable despatch.

THIRD. The carrier shall not be liable for any loss, damage or delay due to the Act of God, the elements, the authority of the law, the act or default of the shipper or his agents, the public enemy, mobs, or the unlawful acts of parties not in the employ of the carrier, not for any loss, damage or delay not caused by the negligence of of the carrier and such negligence shall not be presumed but must be established.

FOURTH. The carrier shall not be liable for any loss, damage or delay caused by the enforcement or attempted enforcement by law officers of quarantine regulations, either state or federal, whether such officers act lawfully or unlawfully. The carrier shall not be liable for any mistake or inaccuracy in any information furnished by the carrier or its agents or officers to the shipper, as to such quarantine regulations.

FIFTH. The shipper shall hold the carrier harmless from any expense it may be put to or damages it may be required to pay by reason of the introduction of the Live Stock covered by this contract into any place against the quarantine or other laws of such place.

SIXTH. Suits for the recovery of damages for loss, damage or delay shall be instituted only within two years after delivery of the property, or in case of failure to make delivery, then within two years after reasonable time for delivery has elapsed.

SEVENTH. If any part of any provision of this instrument shall be adjudged void by a tribunal of competent jurisdiction, the remaining provisions or part of provisions, in themselves valid, shall not be affected thereby, but shall be as valid and enforceable as if the invalid provision or part of provision had not been inserted herein.

The signature of the shipper or his agent hereto is and shall be conclusive evidence that the shipper fully understands and assents to all the provisions and conditions of the foregoing.

Attendant-s in charge of this shipment, for which attendants transportation, credential, Form 67-A, duly issued of this day and date.

Vanselow + Hornack Shipper By T.C. Hornack Agent

ATCHISON, TOPEKA and SANTA FE RAILROAD AND CONNECTING CARRIERS (Severally) By L.M. Dudley Its Agent