

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

UNIFORM LIVE STOCK CONTRACT

No. _____

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

ORIGINAL—NOT NEGOTIABLE

The Atchison, Topeka and Santa Fe Railway Company

STATION, _____, 19 _____

THIS AGREEMENT, made this _____ day of _____, 19 _____, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

party of the first part, hereinafter called the carrier,* and _____ (Shipper's name)

part _____ of the second part, hereinafter called the shipper;

WHEREAS, the classifications and tariffs under which this agreement is made require that, 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, or if not "Ordinary Live Stock" he must declare the kind and value of each animal, space for such declaration being provided below:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the carrier has received from the shipper, subject to the classifications and tariffs in effect on the date of issue of this agreement, the live stock described below, in apparent good order, except as noted, consigned and destined as indicated below, which the carrier agrees to carry to its usual place of delivery at said destination, if on its road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, that every carrier* of all or any of said live stock 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 live stock, that every service to be performed and every liability incurred in connection with said shipment shall be subject to all the conditions, whether printed or written, herein contained, including the conditions on back hereof, and which are agreed to by the shipper and accepted for himself and his assigns.

Consigned to _____

Destination _____, State of _____, County of _____

Route _____

ORDINARY LIVE STOCK

Ordinary live stock means all cattle, swine, sheep, goats, horses, and mules except such as are chiefly valuable for breeding, racing, show purposes, or other special uses. On shipments of ordinary live stock no declaration of value shall be made by the shipper, nor shall any values be entered on this bill of lading.

I (We) declare the shipment covered by this bill of lading to be ordinary live stock.

Shipper _____

OTHER THAN ORDINARY LIVE STOCK

On shipments of live 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 _____

Note.—The shipper shall execute one of the above declarations. Upon refusal of a shipper of other than ordinary live stock to declare the values of said stock for entry in this bill of lading the shipment will not be accepted for transportation under this contract. In the event the shipment consists of both ordinary live stock and other than ordinary live stock, both of such declarations shall be executed, but values shall be declared and entered on only the other than ordinary live stock.

Table with columns: Number of Waybill, CARS (Initial, Number), Number and Description of Animals, SHIPPER'S DECLARED VALUE, WEIGHT (Subject to Correction), RATE OF FREIGHT (Per 100 lbs., Per Car), and DESCRIPTION OF MAN IN CHARGE (SIZE, HEIGHT, HAIR, BEARD).

Subject to Section 3 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 _____
Acknowledgment to be used if freight is prepaid.
Received \$ _____ to apply in prepayment of the charges on the live stock described hereon.
Agent or Cashier.
Per _____ (The signature here acknowledges only the amount prepaid.)
Charges advanced \$ _____

Witness my hand: _____ Shipper.
By _____, Shipper's Agent.
By _____, 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. 1. (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 act of God, the public enemy, quarantine, the authority of law, the inherent vice, weakness, or natural propensity of the animal, 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 or on account of any injury or death sustained by said live stock occasioned 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, suffocation, fright, or fire caused by the shipper or the shipper's agent, heat or 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 regulations 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 shipment is stopped in transit by quarantine, the carrier shall immediately give notice of such fact to the shipper or consignee. Except in the case of its negligence proximately contributing thereto, no carrier shall be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done under quarantine regulations or authorities, nor for detention, loss, or damage of any kind occasioned by quarantine laws or in the enforcement thereof; and the shipper shall hold the carrier harmless for any expense it may incur or damages it may be required to pay by reason thereof. 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 necessity to forward said live stock by any carrier or route between the point of shipment and the point of destination. (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 live 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. (c) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid. Sec. 3. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this live stock contract until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this contract that the carrier shall not make delivery without requiring payment of such charges, and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignee to deliver said property to a consignee other than the shipper or consignee, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigning or diverted to a point other than that specified in the original contract, 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 reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsigning or diverted by an agent who has furnished the carrier in the reconsigning or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsignor or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsignor or diverter shall himself be liable for all such charges. If a shipper or consignee of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, a delivering carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the carrier to such party without such payment, such shipper or consignee shall not be liable (as shipper, consignee, or otherwise) for such transportation charges, but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has given to the carrier erroneous information as to the beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignee has given to the delivering carrier erroneous information as to who the beneficial owner is, such shipper or consignee shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the line-haul carrier making ultimate delivery. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this live stock contract, 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. 4. (a) The shipper at his own risk and expense shall load and unload the live stock into and out of cars, except in those instances where this duty is made obligatory upon the carrier by statute or is assumed by a lawful tariff provision. In case any person shall accompany the live stock in charge of same, he shall take care of, feed and water the live stock while being transported, whether delayed in transit or otherwise, and whenever such person shall open or close any door or opening in the car or cars, or the pens or compartments 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 his own expense and he shall separate different kinds of stock when loaded in the same car by adequately strong partitions and such stock shall be at the risk of the shipper as to any damage resulting from the insufficiency or inadequacy of any such bedding, appliance, or partition. (c) Before the live stock is removed from the possession of the carrier or mingled with other live stock the shipper, owner, consignee or agent thereof shall inform in writing the delivering carrier of any visible or manifest injury to the live stock. Sec. 5. (a) If all or any part of said live stock is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water. (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier. (c) If the owners shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances, whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the live stock herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and to be towed, to transfer, trans-ship, or lighten, to load and discharge goods at any time, and 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 live stock if it is necessary or is usual to carry the same upon deck. (d) General Average shall be payable according to 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 law and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril. (e) If the live stock is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this uniform live stock contract. (f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers. Sec. 6. Any alteration, addition, or erasure in this contract which shall be made without an endorsement thereof hereon, signed by the agent of the carrier issuing this agreement, shall be without effect, and this agreement shall be enforceable according to its original tenor.

SEPARATE CONTRACT WITH MAN OR MEN IN CHARGE OF LIVE STOCK

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 carrier, 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 for 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 carrier proximately contributes thereto, and that no carrier shall be required to stop or start its train or caboose cars at or from the depot or platforms, or to furnish light for his accommodation or safety.

Witness, INSTRUCTIONS (Signature of man or men in charge.)

Conductor of the train containing the shipment covered by this contract will carry attendant whose name is signed above (attendant will not be carried on any other train except on presentation of proper transportation) and will certify in the space provided that the attendant accompanied the shipment.

IMPORTANT TO SHIPPERS. RETURN FREE TRANSPORTATION (EASTERN LINES EXCEPTED ON LIVE STOCK AS PER TARIFFS) will only be furnished to attendant with shipment of sufficient size to entitle him thereto as per freight department tariffs, and who has continuously accompanied the shipment from point of issuance of this contract to destination of shipment, or as otherwise provided by tariff, or to directly intermediate point. Therefore attendant with the shipment must see that this contract is presented to and signed by each freight train conductor, as the issuance of return transportation is dependent upon conductors' record hereon. THIS CONTRACT IS TO BE EXCHANGED FOR RETURN TICKET WHICH MAY BE SECURED FROM STATION AGENT AT FINAL DESTINATION, OR AT INTERMEDIATE POINT AND AT THE OFFICES DESIGNATED AT THE POINTS SHOWN AT BOTTOM OF THIS PAGE. RETURN TRANSPORTATION WILL BE ISSUED ONLY WITHIN TIME LIMIT AUTHORIZED IN TARIFF. ATTENDANT'S CERTIFICATE AT DESTINATION OR INTERMEDIATE POINT.

This is to certify that I accompanied the shipment covered by this contract, from to (Signature of attendant)

INSTRUCTIONS TO CONDUCTORS. (Signature of attendant)

Conductor of first division will require attendant to sign his name. (Signature of attendant)

FREIGHT CONDUCTORS MUST FILL IN BLANKS BELOW Certifying that attendant accompanied Live Stock.

Table with 10 columns: From Name Station, To Name Station, Train No., Date, CONDUCTOR'S SIGNATURE, From Name Station, To Name Station, Train No., Date, CONDUCTOR'S SIGNATURE. Rows 1-8.

INSTRUCTIONS TO AGENTS. EACH ATTENDANT MUST HAVE SEPARATE CONTRACT. Original and Duplicate Uniform Live Stock Contract must be issued for all live stock in carloads, or less, including live stock in emigrant movables and live poultry, except shipments received from connecting lines moving on through contract. Both original and duplicate must be signed by shipper or his agent and by the railroad agent, in ink or indelible pencil, original will be delivered to shipper or his authorized agent and duplicate retained in agent's files. Agent at destination of shipment or at an intermediate point, will take up this contract and issue in exchange a return ticket, to point of origin provided caretaker has access varied shipment as per conductors' record above, and is entitled thereto under freight department tariffs.

Santa Fe System agents will include local tickets issued for return transportation in local ticket report, Form 353 Std., and interline tickets in interline exchange report Form 2296 Std., with notation opposite each item to show way bill number, date and name of billing road. Exchanged contracts will be forwarded with these reports.

ATTENDANT'S AUTHORITY. Should owner or owner's agent desire to confer greater authority on attendant than that provided in Sec. 4, Page 2, the following should be executed: I appoint (Name of Attendant) my bona fide employe to accompany this shipment with full authority to DIVERT or request any handling he deems necessary for its care and protection.

Agent issuing return ticket stamp below date attendant returns. DESTN. AGENT STAMP HERE

Signature of owner or his agent. RETURN TICKETS MAY BE SECURED AT THE FOLLOWING LOCATIONS AT POINTS SHOWN: CHICAGO: Room 110, Live Stock Exchange, U. S. Yards, until closed; then at Dearborn Passenger Station. KANSAS CITY: Room 828 Live Stock Exchange until closed; then at Freight Office, 14th and Hickory. ST. JOSEPH: Joint Office Live Stock Exchange; or at office of Division Freight Agent until closed; then at Union Station Ticket Office. EMPORIA: Ticket or freight office. WICHITA: Joint Office Live Stock Exchange; or at local freight office. FT. WORTH: 204-5 Livestock Exchange Bldg., Union Depot, 15th and Jones St. DENVER: Joint Agent, Live Stock Exchange; or at Division Freight Agent's office. EL PASO: Division Freight Agent's office; or at local freight office until 5:00 P.M.; then at Union Depot Ticket Office. PUEBLO: Local freight office. LOS ANGELES: 970 E. 3rd St.; Room 215, Administration Bldg., Union Stock Yards; and Room 348 Kerckhoff Bldg. SAN FRANCISCO: Adam Grant Building, 114 Sansome Street; City Ticket Office, 235 Geary Street; Agent's Office, 1001 Third Street; and Passenger Terminal, 44 Fourth Street.