

Form 18 Regular Small
UJC-11611 170M Sets 3-6



THIS SHIPPING ORDER

must be legibly filled in, in ink, in indelible pencil, or in carbon and retained by the Agent.

Shipper's No. _____

Agent's No. _____

The Atchison, Topeka and Santa Fe Railway Company

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order,

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 Col.	
					<p>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.</p> <p>(Signature of consignor.)</p> <p>If charges are to be prepaid, write or stamp here, "To be Prepaid."</p> <p>Received \$_____ to apply in prepayment of the charges on the property described hereon.</p> <p>Agent or Cashier. _____</p> <p>Per _____ (The signature here acknowledges only the amount prepaid.)</p> <p>Charges advanced: _____</p>

* 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.

Per _____

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

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 thereon, except as hereinafter provided.

(b) No carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereon 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 warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on the stack free time to be computed as therein provided after notice of the arrival of the 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 delivery at destination, or sender of delivery of the property to the party entitled to receive it has been made (except in case of nonreceipt of the carrier or party in possession and the burden to prove freedom from such negligence shall be on the carrier or party in possession). The carrier or party in possession shall not 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 riots 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 regulations or authorities, or for the carrier's dispatch 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 at owner's expense on shipping point, unless freight both ways. 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 or other acts required 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 the enforcement thereof. No carrier shall be liable, except in case of negligence, for any neglect or negligence in any information furnished by the carrier to its agents, or others, as to quarantine laws or regulations. The shipper shall make the necessary provision for any expense that may incur or damages that 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 route or route, but it is the duty of the carrier to transport the same by the most direct and safe route available to it, and to transport the same by the most direct and safe route available to it, and to transport the same by the most direct and safe route available to it, and to transport the same by the most direct and safe route available to it.

(b) It is the duty of the carrier to transport the property in the most direct and safe route available to it, and to transport the same by the most direct and safe route available to it, and to transport the same by the most direct and safe route available to it, and to transport the same by the most direct and safe route available to it.

(c) The carrier shall be liable for loss or damage to any of the property herein described from the time of its receipt by the carrier until it is delivered to the consignee, and shall be liable for any loss or damage to any of the property herein described from the time of its receipt by the carrier until it is delivered to the consignee.

Sec. 3. Except where otherwise provided in any bill of lading, the carrier shall be liable for loss or damage to any of the property herein described from the time of its receipt by the carrier until it is delivered to the consignee, and shall be liable for any loss or damage to any of the property herein described from the time of its receipt by the carrier until it is delivered to the consignee.

Sec. 4. Property not removed by the party entitled to receive it within the free time allowed by tariffs lawfully on the stack free time to be computed as therein provided after notice of the arrival of the 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 delivery at destination, or sender of delivery of the property to the party entitled to receive it has been made (except in case of nonreceipt of the carrier or party in possession and the burden to prove freedom from such negligence shall be on the carrier or party in possession).

(a) Where merchandise property which has been transported to destination is damaged or destroyed by fire, explosion, or other cause, the carrier shall be liable for the loss or damage to such property, and shall be liable for any loss or damage to any of the property herein described from the time of its receipt by the carrier until it is delivered to the consignee.

(b) Where merchandise property which has been transported to destination is damaged or destroyed by fire, explosion, or other cause, the carrier shall be liable for the loss or damage to such property, and shall be liable for any loss or damage to any of the property herein described from the time of its receipt by the carrier until it is delivered to the consignee.

(c) Where the proceeds provided for in the two paragraphs last preceding are not sufficient, it is agreed that the carrier shall be bound to transport the property in the most direct and safe route available to it, and to transport the same by the most direct and safe route available to it.

(d) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(e) Property damaged or lost from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received, sent or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are detached 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, specks, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 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 indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average. If any said 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 reimburse possession at destination of the property covered by this bill of lading until all lawful 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 space 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, makes such 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 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 to 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 retransmitted or diverted to a point other than that specified in the original bill of lading, has also advised 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 the owner of a shipment so retransmitted 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 be liable for such additional charges. The consignee retransmitted or diverted by an agent who has furnished the carrier in the retransmission or diversion a correct address and address of the beneficial owner, and whose such shipments are not returned or acknowledged by the carrier, shall be liable for all legally applicable charges as enumerated therein. If the consignee or owner has given to the carrier erroneous information as to who the beneficial owner is, such consignee or owner shall be liable for such additional charges.

If a change of ownership of a shipment of property under this bill of lading occurs after the date of its issue, the carrier shall be liable for the freight and average and for the cost of delivery of such property to the destination named in the bill of lading, and, after the date of its delivery, shall be liable for the cost of delivery of such property to the destination named in the bill of lading, and, after the date of its delivery, shall be liable for the cost of delivery of such property to the destination named in the bill of lading.

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EFFECTIVE JUNE 15, 1941