

A-22 MKOT-3  
P. 1. A

IN ORDER to avoid DETENTION of Shippers and consignees

## PHILADELPHIA, WILMINGTON & BALTIMORE RAILROAD CO.

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*It is agreed, and is part of the consideration of this Contract:*

1. That all goods received for transportation shall be properly packed, and distinctly marked with the name of the consignee and the station where and to whom consigned.

2. That the Philadelphia, Wilmington & Baltimore Railroad Company shall not be responsible for the melting of ice; decay or injury to perishable articles from heat or cold; deficiency in measurement on delivery of grain, feed, or similar articles in bulk; or for any loss, injury, or damage from the dangers of railroad transportation, explosions, fire in stores, depots, or in transit, leakage, breakage, theft, or from any cause whatever, unless the same be proved to have occurred from the fraud or gross negligence of said Company or its servants; nor liable for any damage to glass or fragile articles unless herein specially insured. Machinery, Furniture, Stoves, Agricultural Implements, and all similar articles, when not packed in boxes, will always be at owner's risk of breakage from handling or any other cause. And when goods are entrusted to any other Company or person (which said Philadelphia, Wilmington & Baltimore Railroad Company is hereby authorized to do), such Company or person so selected shall be regarded exclusively as the agent of the owner, and as such alone liable; and the Philadelphia, Wilmington & Baltimore Railroad Company shall not in any event be responsible for the negligence or non-performance of any such Company or person; nor in any event shall the Philadelphia, Wilmington & Baltimore Railroad Company be liable for any loss or damage unless the claim therefor shall be presented to them in writing, at the office of said Company in Philadelphia, within five days after the time when said property has or ought to have been delivered. The goods transported shall be subject to a lien—and may also be retained—for all arrearages of freight and charges due on other goods by the same consignee or owner. Freight to be paid upon the weight of goods as ascertained by the Company's scales.

3. Storage will be charged on goods allowed to remain over twenty-four hours in the depots or warehouses of said Company.

4. Articles coopered will be charged therewith.

5. Gun-powder, Gun-cotton, Friction Matches, and like combustibles are not received or transported under this contract.

6. Goods at private turnouts shall be at the owner's risk until attached to and after they are detached from the train.

7. All articles will be at the risk of the owners at the several "way stations" and platforms where depot buildings have not been established by the Company, from the moment such articles are delivered from the cars as *directed* or *marked*.

8. The responsibility of the Company under this Bill of Lading to commence upon the shipment of the goods from this station, and to terminate when unloaded from the cars.

☛ Pig Iron, Blooms, or Anconies, and all other articles in Third or Fourth Classes, marked thus, \*, on Tariff of Rates, must be loaded and unloaded by the shipper or consignee. If the service is performed by the company, the expense thereof will be charged and collected with the cost of transportation. It must be fully understood that the freight on all such articles will be charged according to their weight on the scales of the Company.