FORM No. 40—P., W. & B.

No. 6

Elkton Station, P., W. & B. R. R. Oct 7 1881

I have delivered into safe and suitable cars of the PHILADELPHIA, WILMINGTON & BALTIMORE RAILROAD CO., numbered ..... for transportation from Elkton to Edgewood Live Stock of the kind and value, per head, as follows:—

	HORSES,	value,	$	per head.
	MULES,	"	$	"
Six (6)	CATTLE,	"	$500 00	"
	SHEEP,	"	$	"
	HOGS,	"	$	"

and which have been received by said Company for themselves and on behalf of connecting carriers for transportation, upon the following terms and conditions, which are admitted and accepted by me as just and reasonable:—

First.—To pay freight thereon to said Company at the rate of ..... per ..... pounds (Company's weight), and all back freight and charges paid by them, hereby agreeing to send a proper person or persons in charge of said stock, and hereby assuming all the risks of damage and injury to, delay, depreciation and escape of said stock while in transit, and releasing the said Company and other carriers from all claims or demands therefor, except when proved to have occurred through *gross* negligence.

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Second.—Upon the arrival of the cars or boats containing said stock at point of destination, the shipper, owner, or consignee shall forthwith pay said freights and charges and receive said stock therein, and unload the same therefrom; and if, from any cause, he or they shall fail or refuse to pay, receive, or unload as aforesaid, then said Company or other carrier, as the agent of such shipper, owner, or consignee, may thereupon have them put and provided for in some suitable place, at the cost and risk of such shipper, owner, or consignee, and at any time or times thereafter may sell the same, or any number of them, at public or private sale, with or without notice, as said agent may deem necessary or expedient, and apply the proceeds arising therefrom, or so much thereof as may be needed, to the payment of such freight and charges and other necessary and proper cost and expenses.

Third.—When necessary to transport said stock to point of destination over the line of any other carrier or carriers, delivery of the same to such other carrier or carriers may be made, and, in receiving the same for transportation, all the terms and conditions hereof shall inure to and be binding on such carrier as if originally made with them; and one carrier shall not be liable for the *gross* negligence of the other.

Fourth.—All live stock transported under this contract shall be subject to a lien—and may be retained and sold—for all freight or charges due for transportation on other live stock or property transported for the same owner, shipper, or consignee.

Witness my hand and seal this Seventh day of Oct 1881

Attest: W. E. Frazer — Company's Agent.

Edwd. R. Emory L.S. — Shipper.

BALTIMORE, July 24 1880

Mr. E. B. Emory

To I. M. PARR & SON, Dr.

Nos. 91 & 93 South Street.

1879				
Aug 26.	To Balance as per a/c rend	1858 69		
1880				
Jany 14	" Cash pd Dfrs A E Hobb.	75 00		
Apl 21	" Merchandise pbse rec'd	38 54		
June 24	" Merchandise do.	14 50		
Aug 6	" Cash pd Dfrs. H. T. Emory	100 00		
15	" Cash pd Dfrs Ann E Hobbs	75 00		
24	" Balance to date	9638	22	56 09
1879				
Dec 31.	By Sundries Corn	104 40		
1880				
July 3	" Sundries Wheat	81 25		
30	" Sundries Wheat	1257 47	22	27 12
			$ 28	97