

# Central Freight Association.

EIGHTH FLOOR—MONADNOCK BLOCK.

CHICAGO, February 13, 1901.

SUBJECT:— Proposed revision of Export Bill of Lading.

ADVICE LETTER—No. F.

2 3 1 $\frac{1}{2}$

To the General Freight Agents,

Gentlemen:

Enclosed herewith is copy of proceedings of the Uniform Bill of Lading Committee at a meeting held in New York January 9, 1901, and attached thereto is copy of revised form of Export Bill of Lading, in which are embodied the amendments agreed upon at that meeting.

Paragraph "D" on second page of the proceedings, provides that when the corrections and insertions agreed upon at said meeting have been made, copy of the revised form of the Bill of Lading should be submitted to the New England roads and lines members of the Trunk Line and Central Freight Associations, to secure their approval that the revised Bill of Lading be made effective April 1, 1901.

Please note on the enclosed blank your views as to the changes proposed in attached, and oblige,

Yours very truly,

J. P. TUCKER,

Chairman.

Enclosure-



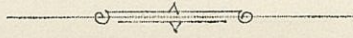
# PROCEEDINGS

OF THE

## UNIFORM BILL OF LADING COMMITTEE,

AT A MEETING HELD AT THE OFFICE OF THE TRUNK LINE ASSOCIATION,  
143 LIBERTY STREET, NEW YORK,

WEDNESDAY, JANUARY 9, 1901.



### PRESENT:

GEO. F. RANDOLPH, P. J. FLYNN, Representing B. D. CALDWELL, H. B. CHAMBERLAIN,	}	Representing Trunk Line Association.
F. H. KINGSBURY, Representing D. T. McCABE, J. F. GODDARD, Representing B. B. MITCHELL,	}	Representing Central Freight Assn.
HAMILTON PERKINS, Also representing A. S. CRANE,	}	Representing New England Roads.
FRANK J. FIRTH, C. C. McCAIN,	}	Representing The Association of Lake Lines.



Mr. Frank Harriott was also present by request.

### I — ELECTION OF CHAIRMAN.

Mr. Frank J. Firth was unanimously elected Chairman of the Committee, in place of Mr. Frank Harriott, resigned.

### II — RESIGNATIONS FROM COMMITTEE.

The Chairman stated that the resignations of Mr. D. D. C. Mink and Mr. W. L. Guillaudeu as members of the committee had been received.

The Chairman was unanimously requested to induce the gentlemen named to withdraw their resignations.

### III — "NOT NEGOTIABLE" ON BILLS OF LADING.

The Chairman read a communication addressed by Mr. W. A. Terry, A.G.F.A., P. & L.E.R.R. to Mr. J. F. Tucker, Chairman, Central Freight Association, under date of August 31st, 1900, and by him referred to Mr. J. F. Goddard, Commissioner, Trunk Line Association, in regard to complications arising under the statutes of certain states that require the surrender of the original bill of lading on delivery of property unless such bill of lading has noted upon the face thereof the words "not negotiable".

After discussion, it was agreed that the Chairman would transmit to each one of the members of this committee, for consideration with counsel, a draft of a law designed, in order to more nearly conform to the present commercial customs, to amend or repeal old state statutes requiring the surrender of the original bill of lading, except in cases



where the bill of lading bears upon its face the words "not negotiable".

It was also understood that Mr. J. F. Goddard would write to Mr. Tucker explaining the existing situation to him and asking him to advise Mr. Terry.

#### IV — EXPORT BILL OF LADING.

Messrs. Gottheil, Chairman, Franklin and Sandford, Secretary, of the Trans-Atlantic Freight Conference were introduced, and the committee considered the revised form of export bill of lading which the members of the Conference wished to have adopted, and which has been in negotiation for about nine months.

The changes now proposed in the existing form of export bill of lading were approved, except that it was agreed:

A. — That in the section in which the description of articles is given, a reference star and a dotted line be placed before the word "weight," the star referring to the following note, which is to be inserted immediately below the words "weight" and "(subject to correction)".

"The United States law requires the agent issuing Bill of Lading to write either "shipper's" or "carrier's" before the word "weight."

B. — That special attention be called to the fact that paragraph 18 of Section II of "Conditions" be printed in larger type than the other articles, as indicated in the fourth proof submitted by the Trans-Atlantic Freight Conference.

C. — That, inasmuch as the clause on the left hand side of the bill of lading does not appear to be an exact quotation from the existing United States laws upon the subject to which it relates, the Chairman was requested to obtain from counsel and insert the exact wording that should be used.

D. — That when these corrections and insertions have been made, the proof of the bill of lading will be submitted to the lines members of the New England roads and to the Trunk Line and Central Freight Associations, to secure, if possible, their approval that this bill of lading be made effective April 1st, 1901.

MEM: Proof of the revised export bill of lading is hereunto annexed.

#### V — UNIFORM THROUGH FREIGHT CONTRACT.

The committee of the Trans-Atlantic Freight Conference stated that it was the desire of its members that the Trunk Lines adopt a proposed uniform through freight contract, which has been considered at the former meeting of the Committee.

It was the understanding that this matter was not within the jurisdiction of this committee, and Mr. J. F. Goddard was requested to see that the matter was laid before the proper committee.

Adjourned subject to call of the Chair.

FRANK J. FIRTH,  
CHAIRMAN.



# Revised form of Export Bill of Lading.

Approved by Uniform Bill of Lading Committee, in conference with Trans-Atlantic Lines, January 9th, 1901; to be submitted to Trunk Line and other Associations with recommendation that it be adopted to take effect April 1st, 1901.

Export Bill of Lading No. \_\_\_\_\_ Lot No. \_\_\_\_\_ Contract No. \_\_\_\_\_  
**THE** (ISSUING) **COMPANY,**  
 IN CONNECTION WITH OTHER CARRIERS ON THE ROUTE.

Received at \_\_\_\_\_ from \_\_\_\_\_ the following property, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, numbered, consigned and destined as indicated below:—

CONSIGNEE AND DESTINATION.	MARKS AND NUMBERS.	ARTICLES,
PARTY TO BE NOTIFIED.		
		* _____ Weight _____ (subject to correction). (* U. S. Law requires Agent issuing Bill of Lading to write either "shipper's" or "carrier's" before "weight.")

To be carried to the Port (A) of \_\_\_\_\_ and thence by \_\_\_\_\_ to the Port (B) \_\_\_\_\_ (or so near thereto as steamer may safely get, with liberty to call at any port or ports in or out of the customary route), and to be there delivered in like good order and condition as above consigned, or to consignee's assigns, or to another carrier on the route to destination if consigned beyond said port (B), upon payment immediately on discharge of the property, of the freight thereon, at the rate from \_\_\_\_\_ to \_\_\_\_\_ of \_\_\_\_\_ cents, United States gold currency, per one hundred pounds GROSS WEIGHT, and advanced charges \_\_\_\_\_ (\$ \_\_\_\_\_), with all other charges and average, without any allowance of credit or discount; settlement to be made on the basis of 4 shillings 2 pence, 4.25 marks, 5.25 francs, 2.50 Dutch guilders, 3.80 kroner to the dollar, United States gold currency; if in other currency than herein provided for, settlement to be made at the rate of \$4.80 to the pound sterling, at the current rate of exchange officially quoted on the day the ocean steamer enters the Custom House at its port of discharge, for which banker's short-sight bills on London can be bought; when ocean freight is prepaid, \$4.86 United States gold is equivalent to one pound sterling.

In consideration of the rate of freight herein named, it is hereby stipulated that the service to be performed hereunder shall be subject to the conditions, whether printed or written, herein contained, and said conditions are hereby agreed to by the shipper and by him accepted for himself and his assigns as just and reasonable.

## CONDITIONS.

Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be void.

### I.—With respect to the service until delivery at the port (A) first above mentioned it is agreed that:—

1. No carrier or party in possession of all or any of the property herein described, shall be liable for any loss thereof or damage thereto, by causes beyond its control; or by floods or by fire; or by quarantine; or by riots, strikes or stoppage of labor; or by leakage, breakage, chafing, loss in weight, changes in weather, heat, frost, wet or decay; or from any cause if it be necessary or is usual to carry such property upon open cars.

2. No carrier is bound to carry said property by any particular train or vessel, or in time for any particular market, or otherwise than with as reasonable despatch as its general business will permit. Every carrier shall have the right, in case of necessity, to forward said property by any railroad or route between the point of shipment and the point to which the rate is given.

3. No carrier shall be liable for loss or damage not occurring on its own road or its portion of the through route, nor after said property is ready for delivery to the next carrier or to consignee. The amount of any loss or damage for which any carrier becomes liable shall be computed at the value of the property at the place and time of shipment under this bill of lading, unless a lower value has been agreed upon or is determined by the classification upon which the rate is based, in either of which events such lower value shall be the maximum price to govern such computation. Claims for loss or damage must be made in writing to the agent at point of delivery promptly after arrival of the property, and if delayed for more than thirty days after the delivery of the property, or after due time for the delivery thereof, no carrier hereunder shall be liable in any event.

4. All property shall be subject to necessary coage and baling at owner's cost. Each carrier over whose route Cotton is to be carried hereunder, shall have the privilege, at its own cost, of compressing the same for greater convenience in handling and forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. No carrier shall be liable for differences in weights or for shrinkage of any grain or seed carried in bulk.

5. Property not removed by the person or party entitled to receive it within twenty-four hours after its arrival at destination, may be kept in the car, depot or place of delivery of the carrier, at the sole risk of the owner of said property, and there held subject to lien for all freight and other charges. Property taken from a station at which there is no regularly appointed agent, shall be entirely at risk of owner until loaded into cars; and when received from private or other sidings, shall be at owner's risk until the cars are attached to trains.

6. No carrier hereunder will carry, or be liable in any way for, any documents, specie or for any article of extraordinary value not specifically rated in the published classifications, unless a special agreement to do so, and a stipulated value of the articles, are endorsed hereon.

7. Every party, whether principal or agent, shipping inflammable, explosive, or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

8. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped, and at the rates and under the rules provided for by published classifications.

9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the further conditions, that no carrier or party shall be liable for any loss or damage resulting from the perils of the lakes, sea or other waters; or from explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery or appurtenances; or from collision, stranding, or other accidents of navigation; or from the prolongation of the voyage. And any vessel carrying any or all of the property herein described shall have liberty to call at intermediate ports; to tow and be towed, and to assist vessels in distress, and to deviate for the purpose of saving life or property.

10. No carrier shall be liable for delay, nor in any other respect than as warehousemen, while the said property awaits further conveyance, and in case the whole or any part of the property specified herein be prevented by any cause from going from said port in the first steamer, of the ocean line above stated, leaving after the arrival of such property at said port, the carrier hereunder then in possession is at liberty to forward said property by succeeding steamer of said line, or, if deemed necessary, by any other steamer.

11. This contract is executed and accomplished, and all liability hereunder terminates, on the delivery of the said property to the steamer, her master, agent or servants, or to the steamship company, or on the steamer pier at the said port, and the inland freight charges shall be a first lien, due and payable by the steamship company.

### II.—With respect to the service after delivery at the port (A) first above mentioned, and until delivery at the port (B) second above mentioned it is agreed that:—

1. The steamer shall have liberty to sail with or without pilots; that the carrier shall have liberty to convey goods in craft and/or lighters to and from the steamer at the risk of the owners of the goods; and, in case the steamer shall put into a port of refuge, or be prevented from proceeding in the ordinary course of her voyage, to tranship the goods to their destination by any other steamer; that the carrier shall not be liable for loss or damage occasioned by fire from any cause or wheresoever occurring; by barratry of the master or crew; by enemies, pirates or robbers; by arrest or restraint of princes, rulers or people, riots, strikes, or stoppage of labor; by explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery or appurtenances, or unseaworthiness of the steamer, whether existing at time of shipment, or at the beginning of the voyage, provided the owners have exercised due diligence to make the steamer seaworthy; by heating, frost, decay, putrefaction, rust, sweat, change of character, drainage, leakage, breakage, vermin, or by explosion of any of the goods whether shipped with or without disclosure of their nature, or any loss or damage arising from the nature of the goods or the insufficiency of packages; nor for inland damage; nor for the obliteration, errors, insufficiency or absence of marks, numbers, address or description; nor for risk of craft, hulk or transshipment; nor for any loss or damage caused by the prolongation of the voyage, and that the carrier shall not be concluded as to correctness of statements herein of quality, quantity, gauge, contents, weight and value.

General Average payable according to York-Antwerp Rules. If the owner of the steamer shall have exercised due diligence to make said steamer in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from fault or negligence of the pilot, master or crew in the navigation or management of the steamer, or from latent or other defects, or unseaworthiness of the steamer, whether existing at time of shipment, or at the beginning of the voyage, but not discoverable by due diligence, the consignees or owners of the cargo shall not be exempted from liability for contribution in General Average, or for any special charges incurred, but, with shipowner, shall contribute in General Average, and shall pay such special charges, as if such danger, damage or disaster had not resulted from such fault, negligence, latent or other defects or unseaworthiness.

2. That this shipment until delivery at the port (B) second above mentioned is subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of Congress of the United States, approved on the 13th day of February, 1893, and entitled "An Act relating to the navigation of vessels, etc."

3. That the value of each package receipted for as above does not exceed the sum of one hundred dollars unless otherwise stated herein, on which basis the rate of freight is adjusted.

4. That the carrier shall not be liable for articles specified in Section 4281 of the Revised Statutes of the United States, unless written notice of the true character and value thereof is given at the time of lading and entered in the bill of lading.

5. That shippers shall be liable for any loss or damage to steamer or cargo, caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such shipper be principal or agent; and such goods may be thrown overboard or destroyed at any time without compensation.

6. That the carrier shall have a lien on the goods for all freights, primages and charges, and also for all fines or damages which the steamer or cargo may incur or suffer by reason of the illegal, incorrect or insufficient marking, numbering or addressing of packages or description of their contents.

7. That in case the steamer shall be prevented from reaching her destination by Quarantine, the carrier may discharge the goods into any depot or lazaretto, and such discharge shall be deemed a final delivery under this contract, and all the expenses thereby incurred on the goods shall be a lien thereon.

8. That the steamer may come to anchor at any port, and the expenses of anchorage, and the expenses of discharging the goods into any depot or lazaretto, and the expenses of collecting of the port being hereby authorized to grant a general order for discharge immediately on arrival, and if the goods be not taken from the steamer by the consignee directly they come to hand in discharging the steamer, the master or steamer's agent be at liberty to enter and land the goods, or put them into craft or store at the owner's risk and expense, when the goods shall be deemed delivered and steamer's responsibility ended, but the steamer and carrier to have a lien on such goods until the payment of all costs and charges so incurred.

9. That if on a sale of the goods at destination for freight and charges, the proceeds fail to cover said freight and charges, the carrier shall be entitled to recover the difference from the shipper.

10. That full freight is payable on damaged or unsound goods; but no freight is due on any increase in bulk or weight caused by the absorption of water during the voyage.

11. That in the event of claims for short delivery when the steamer reaches her destination, the price shall be the market price at the port of destination on the day of the steamer's entry at the Custom House, less all charges saved, steamer being only responsible for such part of the goods as have been actually delivered to the steamer at the port (A) first above mentioned, and steamer not liable for any loss or damage that may have occurred before such delivery, while agreeing to promptly present to inland carriers for account of owners of goods any claims for shortage or loss or damage that may have occurred before delivery of goods at the port (A) first above mentioned.

12. That merchandise on wharf awaiting shipment or delivery be at shipper's risk of loss or damage not happening through the fault or negligence of the owner, master, agent or manager of the steamer, any custom of the port to the contrary notwithstanding.

13. That this bill of lading, duly endorsed, be given up to the steamer's consignee in exchange for delivery order.

14. That freight prepaid will not be returned, goods lost or not lost.

15. That parcels for different consignees collected or made up in single packages addressed to one consignee, pay full freight on each parcel.

16. That freight payable on weight is to be paid on gross weight landed from ocean steamer, unless otherwise agreed to or herein otherwise provided, or unless the carrier elects to take the freight on the bill of lading weight, but inland freight and charges paid on wheat, peas, maize, or other grain, or seed, or other bulk articles, from point of shipment to seaboard, shall be paid by consignee at destination on the weight delivered on board ocean steamer.

17. It is stipulated that in case the whole or any part of the articles specified herein be prevented by any cause from going in the first steamer leaving after the arrival of such articles at said port, the carrier is only bound to forward them by succeeding steamers employed in the Steamship Line, or if deemed necessary by said carrier it may forward them in other steamers.

18. That the property covered by this bill of lading is subject to all conditions expressed in the regular forms of bills of lading in use by the Steamship Company at time of shipment, and to all local rules and regulations at port of destination not expressly provided for by the clauses herein.

19. That if the goods are destined beyond the port (B) second above mentioned, the transshipment to connecting carrier shall be at the risk of the owner of the goods, but at steamer's expense, and that all liability of the Steamship Company hereunder terminates on due delivery to connecting carrier.

### III.—With respect to the service after delivery at the port (B) second above mentioned, and until delivery at ultimate destination if destined beyond that port, it is agreed that:—

1. In case the regular steamship service to final port of delivery should for any reason be suspended or interrupted, the carrier, at the option of the owner or consignee of the goods, or the holder of the bill of lading, may forward the goods to the nearest available port, this to be considered a final delivery; or to store them at the port (B) second above mentioned at the risk and expense of the goods until regular service to final port of destination is opened again.

2. That the property shall be subject exclusively to all the conditions of the carrier or carriers completing the transit; the duty of notification above provided for shall fall exclusively within the obligation of the carrier completing the transit, and no prior carrier shall be responsible for the fulfillment of that obligation.

AND FINALLY, in accepting this bill of lading, the shipper, owner and consignee of the goods, and the holder of the bill of lading, agree to be bound by all of its stipulations, exceptions and conditions, whether written or printed, as fully as if they were all signed by such shipper, owner, consignee or holder.

IN WITNESS WHEREOF, The Agent signing on behalf of the said The \_\_\_\_\_ (ISSUING) \_\_\_\_\_ Company, and of the said Ocean Steamship Company, or Ocean Steamer and her owner, severally and not jointly, hath affirmed to \_\_\_\_\_ Bills of Lading, all of this tenor and date, one of which Bills being accomplished, the others to stand void.

ATTENTION OF SHIPPERS IS CALLED TO THE ACT OF CONGRESS OF 1891, which provides that any person or persons shipping Oil of Vitriol, Unslaked Lime, Inflammable Matches, or Gunpowder, in a ship or vessel taking cargo for drivers persons on freight, without delivering AT THE TIME OF SHIPMENT a note in writing, expressing the nature and character of such merchandise, to the master, mate, or officer or person in charge of the loading of the ship or vessel, shall forfeit to the UNITED STATES ONE THOUSAND DOLLARS.



Columbus, Ohio, February 14, 1901

Mr Davant,

Herewith Chairman Tucker's advice letter F-931 $\frac{1}{2}$  proposed revision of export bill lading. Will you please advise how you wish us to vote ?

J. R. R.

W

# NORFOLK & WESTERN RAILWAY COMPANY.

After transmitting telegrams which in their judgment would have served the Company's interest if sent by train mail, or which appear unnecessarily long, operators are required to make a copy of them and forward to Superintendent of Telegraph. Operators will write all telegrams in ink, and enclose those for delivery on trains (except to trainmen) in sealed envelope.

REC'D FROM	SENDER	RECEIVER	TIME	TELEGRAM.		SENT TO	SENDER	RECEIVER	TIME
				TIME FILED					

km ca ja filed 6 pp;m

RoanokeVaFeb 25th -26th 1901

J.R.ruffin Cols

Your memo 14th vote Yes , on Tuckers advice letter  
F 931-1/2 revision of exp ort bel papers to y u by first mail

T.S.Davant

10 A:M



Roanoke, Va., Feb. 25, 1901.  
6 PM

J.R.Ruffin,

Columbus, O.

Your memo. 14th. Vote yes on Tuckers Advice Letter F-931 $\frac{1}{2}$ ,  
revision of export B/L. Papers to you by first mail.

TSDavant

JRR



✓  
New York, March 9, 1901.

REVISED UNIFORM EXPORT BILL OF LADING.

The attached form of Export Bill of Lading, recommended by the Uniform Bill of Lading Committee, has been approved by the Trunk Lines, New England Roads, Central Freight Association Roads and Lake Lines, to take effect on April 1, 1901.

Please be governed accordingly.

J. F. GODDARD,  
Commissioner, Trunk Line Assn.

J. F. TUCKER,  
Chairman, Central Freight Assn.

C. C. MCCAIN,  
Commissioner, The Assn. of Lake Lines.



# Central Freight Association.

EIGHTH FLOOR—MONADNOCK BLOCK.

CHICAGO, March 18, 1901.

SUBJECT:—

Proposed marking of Export Bill of Lading.

ADVICE LETTER—No. G.

18

To the General Freight Agents,

Gentlemen:

Please refer to Revised Export Bill of Lading recently furnished you:

In connection therewith, Mr. J. P. Goddard, Commissioner, Trunk Line Association informs us he is in receipt of advices from Mr. Frank J. Firth, Chairman, Uniform Bill of Lading Committee, stating that he is in receipt of a communication from Mr. Lawson Sanford, from which it appears that it would be a very great convenience to the Trans-Atlantic steamship lines if the new Export Bills of Lading, when printed, have some mark upon them that will enable the Trans-Atlantic lines to know that the bill of lading they receive is the one that has been adopted, without having to compare the conditions of each bill,

It is therefore suggested that the carriers print in the upper left hand corner of the new Bills of Lading the following words:

"Taking effect April 1, 1901."

The foregoing is transmitted in order that you can act upon this suggestion in printing the new Bills of Lading for your road.

Yours very truly,  
J. F. TUCKER,  
Chairman.