

Central Pacific Railroad Company.

LIVE STOCK CONTRACT AND BILL OF LADING.

Rates, Rules and Regulations for the Transportation of Live Stock.

Live stock will be rated at maximum rates upon the following estimated weights: One horse, mule or horned animal, 2,000 lbs. Two horses, mules or horned animals, 3,500 lbs. Three horses, mules or horned animals, 5,000 lbs. Each additional animal, 1,000 lbs. Stallions and breeding bulls double the above weight, for the same number of other animals, regardless of the weights of animals accompanying. One mare and suckling colt or cow and suckling calf, 2,500 lbs., whether accompanied by other animals or not. Colts or cattle under one year old, one-half the weights above prescribed for the same number of horses and cattle. Hogs, 300 lbs. each. Calves, under three months old, 500 lbs. each. Goats, sheep, kids and lambs, 200 lbs. each. One will not be charged less than 75 cents, however short the distance. Hogs, calves, goats, sheep and lambs or kids, if well and securely boxed, will be taken at actual weight.

Live stock above named, in car loads, rating each car 20,000 lbs. will be taken at first-class rates.

In case damages occur in transporting live stock for which the Company may be liable, the value at the time and place of shipment shall govern the settlement, in which the amount claimed shall not exceed for a stallion or breeding bull, \$200; horse, \$100; mule, \$65; cattle, \$40; other animals, \$20 each.

At the foregoing rates, etc., the Company agrees to take proper care of the animals, and assumes the liability, not exceeding the amounts above specified, for loss or damage which may occur to them through the fault or negligence of its officers, agents or employees while in transportation over its road.

In case, however, the shipper or owner agrees to save the Company from liability for loss or damage from any or all the causes enumerated in the following Contract, and agrees to comply fully with all the conditions named therein, Special Rates, which are lower than those above named, will be given on application to the Company's Agent at shipping point, who is hereby instructed to quote the Tariff or other rates provided by proper authority for shipments made under the appended form of Contract, and, on demand, to exhibit said Tariff or other authority to shipper or his agent.

Blooded horses and other animals, in car loads, worth more than \$2,000 per car, will be charged five per cent. of the valuation in excess of that amount, in addition to car load rates as above. Agents must not accept fictitious valuations, but the actual cash value of the animals must be stated.

In further consideration of the aforesaid release, the Company offers the following special privileges to the owner, man or men accompanying the live stock, on same train to take care of it. With a shipment, belonging to one person or firm, in one train of:

Table with 2 columns: Car load description and fare. Includes 'One full Car load, One man in charge, to ride at half fare.', 'Two or three Car loads, free.', 'From four to ten Car loads, Two men free.', 'Over ten Car loads, Three men free.'

Persons not accompanying stock on same train, but preceding or following it on passenger or freight trains, will not be passed on stock contract, but charged regular passenger fare; nor will the money be refunded or passes given for fares thus paid.

The agent at the station where the live stock is loaded will enter on the way-bill and also on the back of the contract the name or names of the persons who are actually in charge of the stock, which is the authority for Conductor to pass them, and Conductors will not pass any other person than those named in the way-bill. Agents will refuse to enter any name on the way-bill but those of the owner or his employees in charge of the stock, without regard to the number of men allowed reduced fare or free transportation by the number of cars shipped.

When less than a car load of stock is accompanied by a person or persons in charge, the agents must not bill the fare for said person or persons, but sell them the necessary number of tickets.

When one car of stock is shipped, the name of the person in charge and entitled to accompany it at half rates, and the amount of his fare, must be written on the back of the contract, and also on the face of the way-bill; on the latter the amount of fare must be extended in the column of "freight charges," showing the two amounts (freight on stock and half fare for man) separately, footing them together.

In no case will the charge on less than a car load of live stock, plus one fare for the man in charge, if one accompanies it, exceed the charges for a full car load of the same and half fare for the man in charge.

Live stock, unless boxed or crated, must not be loaded in a car with merchandise of any kind, unless separated from it by a substantial partition, or otherwise so secured as to admit of no possible damage to either from contact with the other. When in less than car loads, all animals should be securely tied, whether there is merchandise in car when there or not, and Agents will be held strictly accountable for any neglect of this precaution.

Hogs and sheep must not be loaded in same car with horses, mules, or cattle, unless separated from them by a partition—when they are loaded together by request of shipper, he must bear the expense of erecting the partition.

Whenever shippers request or require the use of a whole car for their animals, the full car load rate will be charged, though but one animal be shipped.

The attention of Agents is directed to Rule 26 in the Local Freight Tariff, which must be faithfully obeyed.

Agents of this Company are not authorized to agree to forward live stock by a particular train, or to be delivered in time for any particular market.

Stock contracts must be executed in duplicate, by all shippers—the Original must be forwarded to the Freight Auditor, with Duplicate Way-Bill, the Duplicate to be retained by shipper. Agents will advise all shippers to send their contract with the man accompanying the stock.

AGENTS WILL SEE THAT SHIPPERS ARE MADE PERFECTLY FAMILIAR WITH THE RATES OF TRANSPORTATION ABOVE GIVEN, AND THE TERMS OF THE FOLLOWING CONTRACT AND BILL OF LADING BEFORE ACCEPTING THEIR SIGNATURE TO THE LATTER.

A. N. TOWNE, General Superintendent.

J. C. STUBBS, General Freight Agent.

CENTRAL PACIFIC RAILROAD.

Memorandum Station, July 9 1890

Memorandum of an Agreement, made and concluded this day by and between the CENTRAL PACIFIC R. R. CO of the first part, by their Freight Agent at the above named station, and

John Rider of the second part.

THIS AGREEMENT WITNESSETH that, whereas, the said Central Pacific Railroad Company transport Live Stock as per the Rates and Rules above set forth. Now, in consideration that the said party of the first part will transport for the said party of the second part a certain lot of said to contain One Crated head, Shipper's count consigned to J.P. Hallaud from Carson Nevada at the rate of \$ 2.89 per box, being a rate lower than the regular rates as above provided, and for other good and valuable considerations, the said party of the second part hereby agrees to load and unload at shipping point, resting places and destination, and to feed, water and attend to the stock himself, and, having examined the car or cars—number and initials of which are given below—in which it is proposed to load said stock, to assume all risk of transportation, both as to the stock and the individuals who may travel with it to attend to it, being all risk arising from any defect in the body of the cars, or from imperfect doors and fastenings, and all risk of injuries which the animals or either of them, in consequence of any of them being wild, unruly or weak, may do to themselves or to each other, or which they or either of them may suffer in consequence of heat, suffocation or other ill effects of being crowded in the cars, or from the burning of hay or straw or any other material placed in the car by the owner to feed the stock or for any other purpose, and also all risk of damages which may be sustained by reason of delay in transportation, and all the risk of the escape of any portion of said stock, or of loss or damage from any other cause or thing not resulting from collision, cars leaving the track, or from defective wheels or axles—and in case the shipment of said stock is to or from San Francisco, Cal., the party of the second part does also hereby assume all risks of injury to said stock attending its transfer to or from the cars and transfer boat, or the landing from transfer boat to wharf, or from collisions or fire on the Bay of San Francisco, fire on wharf, accidents to or from the machinery, boilers or steam, or any other accidents, disasters or damages of the sea, or steam navigation of what nature or kind soever, and all risk of injury to said stock from slipping or falling, or from or through breaking the corrals, doors or hatch coverings while on said transfer boat.

And it is further agreed that in case the said party of the first part shall furnish laborers to assist in loading, unloading or transferring said stock, they shall be subject to the orders and deemed the employees of the said party of the second part while so assisting; and when stock is unloaded in corrals or pens at resting places or destination, it shall be at owner's risk of loss by breaking out of, or being stolen from the same.

And the said party of the second part hereby agrees that in case any injury to or loss of such stock shall occur, for which the said Central Pacific Railroad Company is legally liable, that the amount to be by him claimed for each animal so lost or injured shall not exceed the sum of * Ten Dollars, and furthermore, that in case a through rate is herein named to any point off the line of the Central Pacific Railroad, that the responsibility of the Central Pacific Railroad Company as a common carrier shall cease at the station where the said Live Stock leaves said Company's road, in the course of transportation to destination, but that all other common carriers engaged in the transportation of said Live Stock to the point to which said through rate is named, shall enjoy the special privileges and exemptions herein accorded to the Central Pacific Railroad Company.

The CENTRAL PACIFIC RAILROAD COMPANY admits that it has received at Carson Nevada on the day and date above written, from the said John Rider the certain live stock in this agreement above described, to be transported to Carson Nevada as aforesaid, at the rates and under the stipulations, conditions and agreements hereinbefore recited, to be delivered at Carson Nevada aforesaid, unto J.P. Hallaud or order, or to his assigns, upon the payment of freight as aforesaid, and upon the surrender of this instrument, a duplicate of which is retained by the said Central Pacific Railroad Company.

Initials and Numbers of Cars:

CP 4076

J.C. Stubbs Station Agent for the Central Pacific Railroad Company.

John Rider Shipper.

*Agents will insert here the actual value of ordinary live stock, but not in excess of amounts named above. When shipments of Blooded Stock in car loads are made the actual cash value should be stated, and five per cent. of valuation in excess of \$2,000 per car added to the freight charges. On Blooded Stock in less than car loads five per cent. of actual cash value in excess of valuations given above should be added to the freight charges.