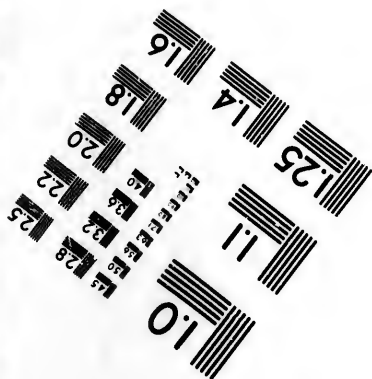
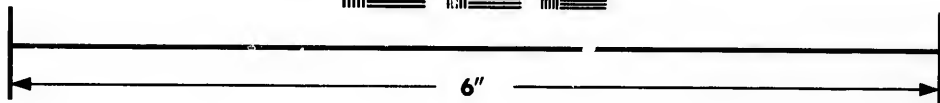
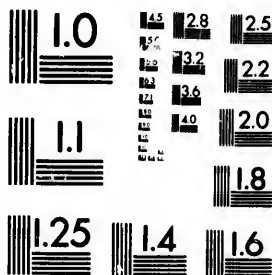


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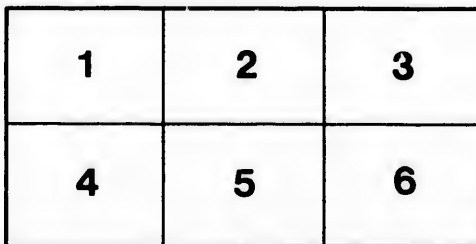
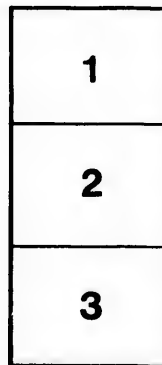
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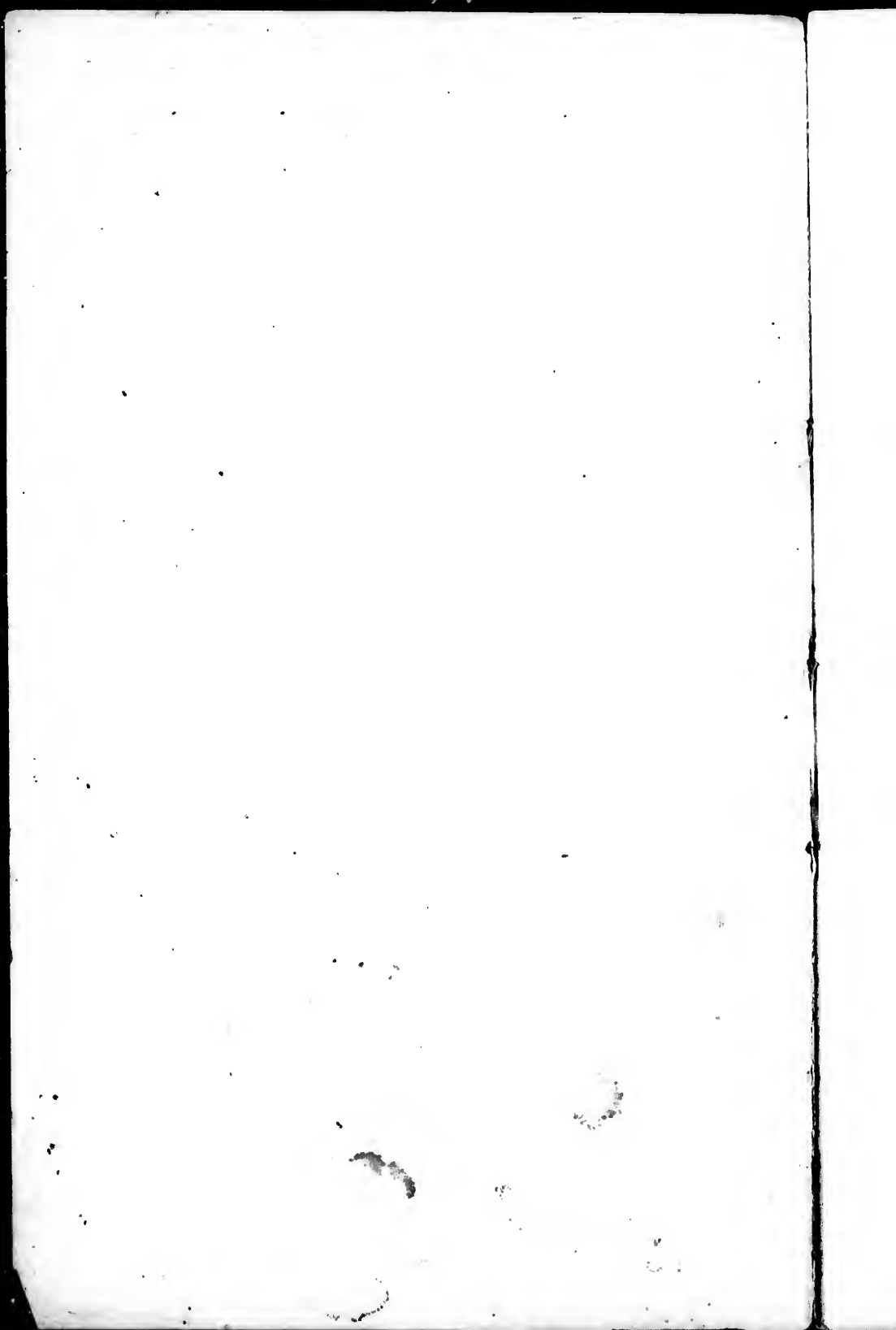
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INTERCOLONIAL RAILWAY OF CANADA.

GENERAL CONDITIONS OF CARRIAGE

Applicable to Live Stock and other Freight Forming
Part of the Freight Tariff.

1. The Intercolonial Railway will not be accountable for Live Stock or any article or thing, unless the same be signed for as received by a duly authorized Agent.

2. Nor will it be responsible for the loss of, or damage done to Money, Cash, Bills, Promissory Notes, or securities for Money, Jewelry, Trinkets, Rings, Precious Stones, Gold or Silver, manufactured or unmanufactured, Gold or Silver Plate or Plated Articles, Clocks, Watches, Time-pieces, Marble, Lace, Furs, Silks, in manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, Writings, Title Deeds, Prints, Maps, Paintings, Engravings, Pictures, Stamps or other valuables, nor for damage done to China, Glass, Eggs, Wearing Apparel, Musical Instruments, Furniture, Toys, Stoves, Castings, Cast Iron Work, Grindstones, Tombstones, Slate, or any other such hazardous or brittle articles, in packages or otherwise.

3. Nor will it be responsible for delays from storms or accidents, or damage from the weather, fire, heat, frost, or delay of perishable articles, or from civil commotion, nor will it, under any circumstances, be liable for loss of market or other claim arising from delay or detention of any train whether in starting or at any of the Stations, or in the course of the journey.

The Railway does not undertake to send goods by any particular train, notwithstanding the goods may have been taken to the Station before the hour appointed by the Railway.

4. Nor will it be responsible for the loss or damage of any packages insufficiently or improperly marked, packed, directed, or described, or containing a variety of articles, liable by breaking to damage each other or other articles; nor for leakage arising from bad casks or bad cooerage, or from fermentation, or any other cause beyond the control of the Railway.

5. Nor will it be responsible for the loss or damage of any goods put into returned wrappers or boxes, or packages described as "Empties," nor for any goods directed "to be left until called for" or "to order," warehoused for the convenience of the parties to whom they belong, or by or to whom they are consigned; nor will it, under any circumstances, be accountable for the loss of or damage to goods that are not taken away immediately after advice of their arrival has been sent or posted.

6. Nor will it be responsible for any injury to grain by heating, nor for any deficiency in weight or measure of grain, etc., in bags or in bulk, nor for any deficiency in weight, number or measure of Lumber, Coal, or Iron, carried by the carload, nor for shrinkage or short weight or short measure of goods of any kind, unless a damage to the package can be shewn to have happened whilst in the possession of the Railway.

7. No Agent or other Employee of this Railway is authorized to take charge of Bank Notes, Money, or valuable papers.

8. The Railway will not, under any circumstances, receive or carry Gun Cotton, Dualine, Dynamite, Nitro-Glycerine, or any of its compounds, Giant-powder, Hercules-powder, Rend-rock, or like explosives.

9. The Railway will not undertake the transport of *Aqua fortis or Nitric Acid, Acetic Acid, Oil of Vitriol or Sulphuric Acid, Friction Matches, Gunpowder, or other dangerous articles*, except at the convenience of the Railway, and by special arrangement.

10. Senders of dangerous articles will be held accountable for any damage arising therefrom, unless the nature of the contents is distinctly marked on the outside of the package containing the same, and unless notice in writing is also given to the Station Master or Freight Agent, that due care may be observed in loading and transporting it. In no case will the Railway be liable for the loss of or damage to any such articles.

11. Any Officer, Employee, or Servant of the Railway may refuse to take any package or parcel which he suspects to contain goods of a dangerous nature, or may require the same to be opened to ascertain the fact.

12. The Railway shall have a lien on all goods transported over it for the freight and charges thereon, as well as for any balance previously due for freight or otherwise, by the Owner or Consignee, and the said goods shall be liable to be sold by public auction for the payment of the charges thereon, and other balances due, and if the Owner or his Agent does not within ten days after the arrival of the goods at the place of destination, pay the freight and other charges due thereon, or payable in respect thereof, and take possession of and remove said goods from the Railway premises, the Superintendent may sell the same at public auction, after giving ten days' public notice of such sale, to defray the Railway claims and all expenses incurred in respect thereof, and in the meantime, the said goods shall be at the risk of the Owner thereof.

Should the said goods be of a perishable nature, the Superintendent may sell the same at public auction, after giving the Consignee or his Agent one day's notice, and the proceeds of such sale shall be used to defray the Railway claims and all expenses incurred in respect thereof.

13. Fresh Fish, Fruit, Fresh Meat, Poultry, Oysters, and other perishable articles are conveyed only at the Owner's risk, and the freight must be pre-paid.

14. All articles directed to be left at any Way or Flag Station or Platform, where the Railway has no buildings for the storage of freight, or where there is no resident Agent, must be pre-paid, and will be at the risk of the Owner, whenever they are landed at such Station or Platform, and all articles brought there for conveyance will also be at the Owner's risk, until taken into the cars.

15. In respect of all goods addressed to Consignees at points beyond the places at which the Railway has Stations, and respecting which goods, no directions to the contrary have been received at these Stations, the Railway reserves the right to forward such goods to their destination by public carrier or otherwise, as opportunity may offer, or to transfer them to any public or private warehouse, pending communication with the Consignees.

The Railway will not be responsible for any delay to such goods.

The delivery of the goods by the Railway will be considered as complete, and the responsibility of the Railway will be considered to have ceased, when such Carriers shall have received notice that the Railway is prepared to deliver them the goods for further conveyance. And the Railway will not be responsible for any loss of or any damage or detention that may happen to goods so sent by them, if such loss, damage or detention occur after the said notice, or beyond the limits of the Railway.

If the goods are allowed to remain on the Railway premises, or are sent to any public or private warehouse, they shall be at the risk of the Owners for any damage arising from any cause whatever.

16. All goods contracted for at a through rate or otherwise, to or from places beyond the line of the Intercolonial Railway, if shipped by water, shall, while not on the Railway or in its sheds or warehouses, be entirely at the

Owner's risk, and in case of loss or damage to any goods for which this Railway or connecting lines may be liable, it is agreed and understood that they shall have the benefit of any insurance effected by or for account of the Owner of the said goods, before any demand shall be made.

17. Storage will be charged at the rates named in the Storage Tariff, on all goods remaining on the premises of the Railway over 48 hours after their arrival.

18. The time allowed by the Railway for the purpose of loading or unloading cars is 48 hours, exclusive of Sundays, after the expiration of that time demurrage at the rate of \$2.00 per car per day will be charged. This applies as well to cars that are not promptly loaded after being placed in position, as to cars that are not unloaded after arrival. Cars that are liable to be unloaded by Consignee or Owner, the Railway reserves the right to discharge at Consignee's or owner's expense, unless the above rules are complied with.

19. No goods will be delivered until all charges against them are paid, and the Railway will not be accountable for the correctness of any "Back charges" on goods, etc., by other Roads, Companies, Conveyances or Individuals, and when consigned to order bills-of-lading must be endorsed and surrendered before delivery.

20. No claim whatever for loss or damage (for which the Railway is liable) will be allowed unless notice in writing is given to the Station Agent before the goods are removed.

21. No charge less than 25 cents will be made for any single package or consignment.

22. Vehicles are carried only at the owner's risk of damage from fire, weather and all other contingencies.

23. Machines or articles very long or bulky, which require one or more cars to be taken especially to convey them, will be charged at full car rates

24. Barley, Bones in bulk, Chalk in bulk, Corn, Clay, Coals, Coke, Hay and Straw, Oats, Oysters, Potatoes, Rye, Salt, Wheat, Dry Fish in bulk, Bricks, Grindstones, Mill

and Burr stones, Manures, Limestone, Ores, Slate, Sand, Gravel, Stoves, Chains and Chain cables, Pig and Scrap iron, and Lumber of all kinds, Tanbark, Gypsum and Plaster in bulk, Ice, Rails and Railway chairs, Ship's knees, (iron); Lime, Minerals in rough state, Ship's rigging, fitted or unfitted, Drain pipes, Extract of Barks, Sugar and Molasses, Hides, Leather, Tanning materials, Grease, Tallow, Resin, Caustic Soda, Paper, Leather board, Chemicals, Shoe pegs, Clothes pins, Earthenware, Oil, Empty barrels, Soap, Manganese, and all articles of a similar character in car loads, must be loaded and unloaded by the owner thereof or at his expense.

25. Wharfage at the rates named in the Wharfage Tariff, will be charged on all goods landed on passing over the Railway wharves, except in cases where the goods are received or forwarded over this Railway without being taken off the Railway premises, and are not delayed at the instance of the owner, Consignor or Consignee.

26. Car loads of not less than 20,000 pounds each of any or all description of goods, except Gunpowder and other hazardous articles, if consigned to one address and all belonging to and addressed to one Consignee, may be rated and charged 5th class.

27. All live stock conveyed over the Railway are to be loaded and discharged by the Owner or his Agent, and he undertakes all risk of loss, injury, damage and other contingencies, in loading, unloading, transportation, conveyance and otherwise, no matter how caused, and the stock must be fed at his expense. Halters are to be provided by him when necessary or when in less quantities than car loads. One drover free (second class) when accompanying his stock for the purpose of taking care of it, and paying the full price of a car load. Cars cannot be hired to load cattle or goods of any kind, with the privilege of loading up from different stations, and in no case can drovers be permitted to go free, except when they have at least one full car load from one station, and then to pass only from that station.

28. Hay and Straw will only be conveyed in box freight cars at Owner's risk of fire.

29. Pine, Hemlock, Cedar and Spruce will be reckoned as soft, and all other kinds as hard wood. The quantities mentioned as being the load for one car, will not be considered as applicable to lumber, which by reason of its length, requires for its conveyance two or more cars.

Scantling, sawn or hewn, and ship or deck plank, or other long lumber, must not be piled higher than the Tariff quantity of the same description of goods would reach, if upon one car. Owners to produce survey bill when required by the Station Master or other duly authorized Agent; and in case of dispute as to the quantities, the lumber may be re-surveyed at the expense of the party proved to be in error.

30. Lumber will be taken to mean Timber, Deals, Boards, Plank, Ship stuff, Cordwood, Tan-bark, Fence or Hocp poles, Box shooks, Clapboards, Staves, Logs, Laths, Shingles, Railway Ties, Spars, and all other similar products of the forests. It must in all cases be properly and safely laden upon the cars, and must not project over the ends of the cars, nor must cross-grained wood be used for stakes. In the event of the Owner neglecting or refusing to obey the directions of the Station Master, or other person authorized by the Superintendent, in relation thereto, the load will be reduced, if necessary, to bring it within the quantity prescribed for a car load, and afterwards so secured as to make it entirely safe for transportation, the expense of doing this being charged against the goods.

31. When lumber is put upon one car care must be taken to have a stake placed near the centre of the length in addition to the others, so as to prevent its being dependent on only two stakes, and when the load is of logs or small round timber, or such other description of lumber as tends to settle, and thus produce increased strain upon the stakes, chains or ropes must be used about one-third of the height from the top of the load to bind it, and where entire safety cannot be otherwise secured, skids to separate the tiers must also be used.

32. Long lumber, extending over two or more cars must be bound by chains or large ropes. It must not be "bound" by the stakes, but loaded on "bunks" that it may "play" or "swivel" freely.

33. Lumber will be carried only at the convenience of the Railway, and at the risk of the owner.

34. Cars loaded with lumber will not be allowed to stand over to give Owners or Consignees choice of positions at the receiving stations, when other berths are unoccupied.

35. In loading cordwood, sticks must be placed at the edges of the car for the outer ends of the wood to rest upon, that it may tend, when filled, towards the centre. The stakes must be green spruce, or straight hardwood of sufficient thickness.

36. Yardage at the rate of 10 cents per ton per day will be charged on all lumber or other materials left upon the wharves, or other premises of the Railway. This charge will commence 48 hours after the lumber or other materials have been placed on the Railway premises. This charge will not apply to materials which are in sheds or warehouses, or which are on cars.

37. Goods and Live Stock will only be received for transportation at the stations designated from time to time, by the Superintendent, for the purpose.

38. Lumber will only be received for transportation at sidings, unless by previous arrangement it is shown to the satisfaction of the Superintendent that sufficient for a full train load of 12 cars is so placed that it can readily be laden with the assistance of an engine.

A charge of \$2.50 per hour will be made in addition to the rate per car, when the engine is detained more than five hours.

39. To avoid errors in way-billing loaded cars at sidings, Owners should fasten a ticket upon the side of the car, stating to whom the load belongs, and to whom and where it is to be consigned.

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40. When goods are required to be loaded by the Owner or his Agent, or at his expense, all fittings, (such as Stakes, Bunks, Skids, Chains, Ropes, etc., for lumber, and side boards for Sand, Bricks, Clay, Stone, Manganese, or articles of a similar character,) must be provided by him, or will be charged to him if furnished by the Railway. Such fittings will be transported back free, if necessary, but at the Owner's risk.

41. When cars, liable to be laden or unladen by the Owner or Consignee of the goods, have been once placed and for the convenience of the Owner, or at his request, are shifted to another berth in the same station yard, a charge of \$1.00 per car will be made for such service.

42. Cars left at Stations or Sidings to fill requisitions, will be subject to demurrage after 24 hours (exclusive of Sunday), they may be handed over or removed to fill ether requisitions.

43. All cars with lumber should be loaded to their full capacity, as marked upon them, and charged at car load rates per 100 pounds. Cars without capacity marked upon them should be loaded with 20,000 pounds. In all cases, the actual quantity loaded on the car is to be charged for at car load rates.

The minimum load for a car shall be 20,000 pounds.

44. All regulations previously enacted for the conveyance of Live Stock, Goods and Merchandize over this Railway, inconsistent with the foregoing, are hereby cancelled.

Approved by order in Council.

GEORGE TAYLOR,

D. POTTINGER,

General Freight Agent
~~Chief Engineer.~~

Chief Superintendent.

COLLINGWOOD SCHREIBER,

Chief Engineer and General Manager.

MONCTON, December, 1889.

