

$$2000 \text{ lbs} @ 14\frac{1}{2}^{\circ} = 285.00$$

$$24 \text{ tins} @ 38^{\circ} = 9.12$$

---

$$\text{Value. } \$ \underline{294.12}$$



Ship to

Oberbuergermeister der Stadt Remscheid

Remscheid Germany

10 barrills Klein 2230 lb gross.  
1 case powdered milk 8 lb  
4 82 " "  
ctg. 2 doz. tins 16 oz.

in the name of

German Consulate General  
Montreal

Insured.

#1857

C.P.R. to West St John  
for Export to Antwerp.

if possible prepaid  
insured against loss & damage

Way Bill H487-19/1/22



Please make up the goods  
in derway on 31<sup>st</sup> Dec  
also expenses paid on them in 1921.



# CUSTOMS, CANADA

Form B 13—(Amended 1916).  
600,000-3-20

### Export Entry.

Report No.....

(Place of lading)

Entry No.....

Entry and List of Articles of domestic production and Foreign Articles, which are not subject to Export, Customs,  
or Excise Duties, delivered by.....

(Address of Owner or Agent)

to.....for exportation to.....  
(Name of Railway or Vessel, &c.) (Country of final or ultimate destination)

ciã (1).....consigned as below:

N.B.—(1) State if shipped *via* United States Port, or direct from Canadian Port.

[illegible]


STAMP OF PORT OF EXIT

I,.....  
(owner, shipper or consignor), hereby certify that the above is a full and true statement of the kinds, quantities, values and destination of all the articles delivered by me for exportation as aforesaid.

Signed by.....

Residence.....

Date.....

 SEE REGULATIONS ON THE OTHER SIDE.



## MEMORANDUM

DEPARTMENT OF CUSTOMS, CANADA.

OTTAWA, 30th June, 1916.

To Collectors of Customs,  
Agents of Railway and Steamship Lines and Others Concerned:—

## CUSTOMS EXPORT ENTRIES.

The special attention of Railway Companies and other carriers of goods is directed to the following provisions of the regulations as to Export Entries, in force 1st July, 1900, particularly as to an Export Entry (on Form B. 13) in duplicate accompanying the Way Bill of all goods laden at an inland port or place when consigned as for exportation from Canada.

## REGULATIONS RESPECTING CUSTOMS ENTRIES AND STATISTICAL RETURNS OF GOODS EXPORTED FROM CANADA, IN FORCE AND EFFECT ON AND AFTER 1ST JULY, 1900.

1. Export entries in duplicate for statistical purposes shall be delivered to the Collector of Customs at the last port in Canada through which goods for exportation pass outwards for places beyond the limits of Canada when exported by land, and at the port where laden on the exporting ship if the goods be exported by water, each such port being herein designated as "the port of exit from Canada."

SUMMARY of Customs Regulations respecting EXPORT ENTRIES of goods, *required to be observed by shippers and Railway Carriers in Canada*, when goods are laden at Inland Railway stations and sidings and consigned for exportation from Canada.

Note particularly that an Export Entry (on Form B. 13) *in duplicate*, is required for Customs Statistical purposes to be forwarded *along with the way bill* from the place of lading, in all cases when goods are laden at an inland port or place in Canada and consigned as for exportation from Canada.

2. The Export Entry may be *signed* by the shipper or his agent (who may also be the Railway Agent) in the presence of a witness, and is not required to be attested to.

3. Goods for exportation are classed in the Export Entry form as "Domestic Articles" or "Foreign Articles". Goods exported from a Customs Bonded Warehouse are to be reported on the same form (B.13) but under the heading "Foreign Articles."

Goods exported from an Excise Warehouse are to be reported also on the same form (B.13) but under the heading "Domestic Articles."

Export Entries from Customs or Excise Bonded Warehouse as aforesaid are to be marked at the top as "Ex-Warehouse for Statistics."

4. Export Entries are required for *coin* or *bullion* exported, as in the case of other exports.

5. REMEMBER that the Export Entries in duplicate for statistical purposes as above stated and as ordered by the Governor in Council are to be *delivered by the carrier* of the goods to the Collector of Customs at the port of exit from Canada (being the *last port in Canada* through which the goods for exportation pass outwards for places beyond the limits of Canada when exported by land); and that it is MOST IMPORTANT to have the Export Entries furnished and firmly attached to the way bill from inland places in order to avoid the necessity for detention and side-tracking of the goods at the frontier until Export Entries therefor are obtained and delivered to the Canadian Customs Officer.

6. When goods for exportation arrive at the frontier unaccompanied by Export Entries from inland stations, the Collector of Customs is to report the facts to the Commissioner of Customs and state particularly the *place of lading*, in order that the *neglect* to forward Export Entries may be traced to the proper railway agent, and that the manager of the Railway may be notified through the Department of Customs of such irregularity and neglect.

7. The country of *ultimate destination* to which the goods are destined for a market is to be stated in the Export Entry as the country to which *Exported*, and this rule is to be strictly observed and particularly as to exports of the forest, and of Animals and of Dairy and other Agricultural produce shipped via the United States, as articles may be carelessly declared by shippers as for exportation to the United States when in fact the ultimate destination of the shipment is to Great Britain or some other country beyond the United States, the transit through United States being merely an incident in the course of the exportation to the ultimate market beyond.

## Note Particularly:—

That a separate Export Entry in duplicate should be delivered for each shipment, showing the name of the shipper and consignee respectively in each case.

A "general" entry is not acceptable, in which the shipments of several shippers to the same consignee are "bulked" together without specifying the particulars of each shipment and the name of the shipper in each instance.

Note also, when drawback of Customs duty is claimed, that a "third copy of Export Entry, marked "subject to drawback," should accompany the goods to the frontier port of exit.

*John M. Dougald*

Commissioner of Customs.

Penalty for neglect to deliver Export Entry, \$400.00.

NOTE A.—Customs Officers are instructed to specially direct the attention of Shippers or their Agents in the execution of Export Entries (Form B. 13) that a separate Export Entry (Form B. 13) executed in duplicate is required to be made for each shipment less than a car load lot, also that Export Entries in duplicate are required to be executed for each car used in comprising a total consignment or shipment. Also that great care is required to be exercised by the shipper or his Agent in giving the correct quantities and values on such Export Entries.



Agent's No. ....

Per



# CONDITIONS

SEC. 1. The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

SEC. 2. In the case of shipments from one point in Canada to another point in Canada, or where goods are shipped under a joint tariff, the Carrier issuing this bill of lading, in addition to its other liability hereunder, shall be liable for any loss, damage or injury to such goods from which the other Carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect, or default of any other Carrier to which such goods may be delivered in Canada, or under such joint tariff, or over whose line or lines such goods may pass in Canada, or under such joint tariff, the onus of proving that such loss was not so caused or did not so result being upon the Carrier issuing this bill of lading. The Carrier issuing this bill of lading shall be entitled to recover from the other Carrier on whose line or lines the loss, damage, or injury to the said goods shall have been sustained the amount of such loss, damage, or injury as it may be required to pay hereunder, as may be evidenced by any receipt, judgment, or transcript thereof. Nothing in this section shall deprive the holder of this bill of lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this bill of lading or any other Carrier.

SEC. 3. The Carrier shall not be liable for loss, damage, or delay to any of the goods herein described, caused by the act of God, the King's or public enemies, riots, strikes, defect, or inherent vice in the goods, or the act or default of the shipper or owner; for differences in weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights when the elevators are not operated by the Carrier, unless the weights are evidenced by Government certificate; the authority of law or by quarantine. For loss, damage, or delay, except where cartage is to be performed by the Carrier or its agent, caused by fire occurring after forty-eight hours (exclusive of legal holidays), or in the case of bonded goods seventy-two hours (exclusive of legal holidays), after written notice of the arrival of said goods at destination or at port of export (if intended for export and not covered by a thorough bill of lading) has been sent or given, the Carrier's liability shall be that of warehouseman only. Except in case of negligence of the Carrier (and the burden of proving freedom from such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage, or delay occurring while the goods are stopped and held in transit upon the request of the party entitled to make such request. When in accordance with general custom, on account of the nature of the goods, or at the request of the shipper, the goods are transported in open cars, the Carrier (except in case of loss or damage by fire, in which case the liability shall be the same as though the goods had been carried in closed cars) shall be liable only for negligence, and the burden of proving freedom from such negligence shall be on the Carrier.

SEC. 4. No Carrier is bound to transport said goods by any particular train or vessel, or in time for any particular market or otherwise than as required by law, unless by specific agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any railway or route between the point of shipment and the point of destination; but if such diversion be from a rail to a water route the liability of the Carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which the Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this bill of lading (including the freight and other charges if paid, and the duty, if paid or payable and not refunded), unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariff upon which the rate is based, in any of which events such lower value shall be the amount to govern such computation, whether or not such loss or damage occurs from negligence.

When under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necessarily incidental to transportation and shall not relieve the Carrier from liability for any loss, damage, or delay which may result from any negligence or omission of the Carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the Carrier.

Notice of loss, damage, or delay must be made in writing to the Carrier at the point of delivery, or to the Carrier at the point of origin, within four months after delivery of the goods, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is so given the Carrier shall not be liable.

Any Carrier or party liable on account of loss or damage to any of said goods, on reimbursing to the insured the premiums paid in respect thereof, shall have the full benefit of insurance that may have been effected upon or on account of said goods, so far as this shall not avoid the policies or contracts of insurance.

SEC. 5. Grain in bulk consigned to a point where the Carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, may be there delivered and placed with other grain of the same kind and grade without respect to ownership: Provided that this shall not apply to a point of final delivery if it is otherwise expressly noted hereon, unless the grain is not promptly unloaded after written notice of arrival has been sent or given to the person named herein. Grain so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

SEC. 6. Goods not removed by the party entitled to receive them within forty-eight hours (exclusive of legal holidays), or in the case of bonded goods, within seventy-two hours (exclusive of legal holidays), after written notice has been sent or given, may be kept in car, station or place of delivery or warehouse of the Carrier, subject to a reasonable charge for storage and to the Carrier's responsibility as warehouseman only, or may at the option of the Carrier (after written notice of the Carrier's intention to do so has been sent or given), be removed to and stored in a public or licensed warehouse at the cost of the owner, and there held at the risk of the owner and without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Goods in carloads shipped from a private siding or a station, wharf, or landing, where there is no duly authorized agent, shall be at the risk of the owner until the car is lifted or bill of lading is issued by the Carrier, and thereafter shall be at the risk of the Carrier. Goods in carloads destined to a private siding, or station, wharf, or landing, where there is no duly authorized agent, shall be at the risk of the Carrier until placed on the delivery siding.

All goods shall be subject to necessary cooperation and baling at owner's cost.

SEC. 7. No Carrier shall be bound to carry any documents, specie, or any articles of extraordinary value not specifically rated in the published classification of tariffs unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of such goods is disclosed herein) and a stipulated value of the articles are endorsed hereon. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon the Carrier shall not be liable for any loss or damage thereto.

SEC. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said goods, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

SEC. 9. Except in case of diversion from rail to water route, which is provided for in Section 4 hereof, and except as provided hereafter, if all or any part of said goods is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statute or this section, and subject also to the condition, that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lake, sea, or other waters; or from explosion, bursting of boilers, or breakage of shafts not arising from the negligence of the Carrier, or from any latent defect in hull, machinery, or appurtenances; or from collision, stranding, or other accidents of navigation or from prolongation of the voyage. And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods.

The term "water carriage" in this section shall not be construed as including lighterage or car ferriage across rivers, or in lakes or other harbors, and the liability for such lighterage or car ferriage shall be governed by the other sections hereof.

If the goods are being carried under a tariff which provides that any Carrier or Carriers part thereto shall be liable for loss from perils of the sea, then as to such Carrier or Carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the condition of this bill of lading.

SEC. 10. Every party, whether principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the Carrier or its agent of the 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.

SEC. 11. Any alteration, addition or erasure in this bill of lading shall be signed or initialed in the margin by an agent of the Carrier issuing the same, and if not so signed or initialed shall be without effect, and this bill of lading shall be enforceable according to its original tenor.



# THE WORLD'S GREATEST HIGHWAY

## CANADIAN PACIFIC RAILWAY COMPANY

(15-6-21-33059)

Through Export  
Bill of Lading No. \_\_\_\_\_

Contract  
Number \_\_\_\_\_

Issued at \_\_\_\_\_

Foreign Freight  
Department  
Permit Number \_\_\_\_\_

192

Received by \_\_\_\_\_

Railway Company at \_\_\_\_\_

on \_\_\_\_\_

19 \_\_\_\_\_

From \_\_\_\_\_

The following property, in apparent good order, said to be marked, numbered or addressed as indicated below (weight, measure, gauge, quality, quantity, condition, contents and value unknown), weight and measurement subject to correction, whether freight be prepaid or otherwise.

Consignee \_\_\_\_\_

Destination \_\_\_\_\_

Party to be notified \_\_\_\_\_

### MARKS AND NUMBERS

### ARTICLES

Add

Don't forget to fill in  
the space below

### ORIGINAL CAR NUMBERS AND INITIALS

Measurement \_\_\_\_\_

Feet (said to be) \_\_\_\_\_

Gross Weight \_\_\_\_\_

Pounds (subject to correction) \_\_\_\_\_

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 \_\_\_\_\_

(Name of Steamship Line. Not name of vessel.)

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 Inland rate \_\_\_\_\_

Ocean rate: \_\_\_\_\_

Through rate: \_\_\_\_\_

cents, gold, per one hundred pounds, gross weight (unless otherwise specified), and advanced charges \_\_\_\_\_ (Average, if any, to be adjusted according to York-Antwerp rules of 1890.)  
(\$ \_\_\_\_\_), with all other charges, without any allowance of credit or discount.

Notwithstanding anything to the contrary that may be printed herein, all freights collectible under this Bill of Lading, including any short-paid freight, are to be converted into currency of the country of the port of discharge at the current sight rate of exchange at New York on the date of vessel's entry at the Custom House at the port of loading on traffic originating in the United States, and the Montreal rate of exchange on business originating in Canada.

In accepting this Bill of Lading, the Shipper, Owner and Consignee of the Goods, and the holder of the Bill of Lading, agrees to be bound by all its stipulations, exceptions and conditions, whether written or printed hereon, or on the back hereof, as fully as if they were signed by such Shipper, Owner, Consignee or Holder.

In Witness Whereof, The Agent signing for the said Canadian Pacific Railway and its connecting Railway and Steamship Lines, severally and not jointly, has affirmed to \_\_\_\_\_ Bills of Lading, all of this tenor and date, one of which bills being accomplished, the others to stand void.

(Printed in Canada)

On behalf of carriers severally and not jointly.

IN CASE OF DELAY IN DELIVERY OF SHIPMENT COVERED BY THIS BILL OF LADING, COMMUNICATE WITH STEAMSHIP AGENTS AT PORT OF LADING, OR FOREIGN FREIGHT DEPARTMENT, C.P.R.Y., MONTREAL.



These London clauses A, B, C, D and E are in respect of goods destined to that port, and any words at variance with them are hereby cancelled. The shipowners shall have the same liens, rights and remedies on goods and grain, referred to in the above clauses or under any other clauses of this Bill of Lading, as they have by law in respect of freight. The exceptions and conditions enumerated in this Bill of Lading shall apply during the voyage, and while on the quays or sheds of the Docks, for any purpose whatsoever, and until the goods and/or grains are actually delivered to the consignees or their agents. Neither party shall be liable for any interference with the performance of the contract herein contained, which is caused by strikes, lock-out of seamen, lightermen, or shore-labourers, whether partial or otherwise, nor for any consequences of such strikes or lock-out, but in such case the shipowner shall be entitled to land or put into craft at the risk and expense of consignee. In case the grain shipped under this Bill of Lading forms part of a larger bulk, each Bill of Lading to bear its proportion of shortage and damage, if any.



# THE WORLD'S GREATEST HIGHWAY

## CANADIAN PACIFIC RAILWAY COMPANY

(15-6-21-33059)

Through Export  
Bill of Lading No.

Contract  
Number

Foreign Freight  
Department  
Permit Number

Received by

Railway Company at

on

19

From

The following property, in apparent good order, said to be marked, numbered or addressed as indicated below (weight, measure, gauge, quality, quantity, condition, contents and value unknown), weight and measurement subject to correction, whether freight be prepaid or otherwise.

Consigned

Destination

Party to be notified

### MARKS AND NUMBERS

### ARTICLES

Goods

### ORIGINAL CAR NUMBERS AND INITIALS

Measurement

Feet (said to be)

Gross Weight

Pounds (subject to correction)

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

(Name of Steamship Line, Not name of vessel.)

to the port (B)

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

of Inland rate

Ocean rate:

Through rate:

cents, gold, per one hundred pounds, gross weight (unless otherwise specified), and advanced charges

(\$), with all other charges, without any allowance of credit or discount.

Notwithstanding anything to the contrary that may be printed herein, all freights collectible under this Bill of Lading, including any short-paid freight, are to be converted into currency of the country of the port of discharge at the current sight rate of exchange at New York on the date of vessel's entry at the Custom House at the port of loading on traffic originating in the United States, and the Montreal rate of exchange on business originating in Canada.

In accepting this Bill of Lading, the Shipper, Owner and Consignee of the Goods, and the holder of the Bill of Lading, agrees to be bound by all its stipulations, exceptions and conditions, whether written or printed hereon, or on the back hereof, as fully as if they were signed by such Shipper, Owner, Consignee or Holder.

In Witness Whereof, The Agent signing for the said Canadian Pacific Railway and its connecting Railway and Steamship Lines, severally and not jointly, has affirmed to Bills of Lading, all of this tenor and date, one of which bills being accomplished, the others to stand void.

(Printed in Canada)

On behalf of carriers severally and not jointly,

IN CASE OF DELAY IN DELIVERY OF SHIPMENT COVERED BY THIS BILL OF LADING, COMMUNICATE WITH STEAMSHIP AGENTS AT PORT OF DISCHARGE; EUROPEAN FREIGHT MANAGER, C.P.R.Y., 62-68 CHANCERY CROSS, LONDON, OR FOREIGN FREIGHT DEPARTMENT, C.P.R.Y., MONTREAL.



CONDITIONS

I. With respect to rail carriage only in Canada or from a point in Canada to a point in the United States. (Approved by Board of Railway Commissioners for Canada, July 15th, 1909, Order No. 7562.)

- Sec. 1. The Carrier of any of the goods herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.
- Sec. 2. In the case of shipments from a point in Canada to another point in Canada, or where goods are shipped under a joint tariff, the Carrier (issuing this bill of lading in addition to its other liability hereunder, shall be liable for any loss, damage, or injury to such goods from which the other Carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect, or default of any other Carrier to which such goods may be delivered in Canada, or under such joint tariff, or over whose line or lines such goods may pass in Canada or under such joint tariff, the onus of proving that such loss was not so caused or did not so result being upon the Carrier issuing this bill of lading. The Carrier issuing this bill of lading shall be entitled to recover from the other Carrier on whose line or lines the loss, damage, or injury to the said goods shall have been sustained the amount of such loss, damage, or injury as it may be required to pay hereunder, as may be evidenced by any receipt, judgment, or transcript thereof. Nothing in this section shall deprive the holder of this bill of lading or party entitled to the goods of any remedy or right of action which he may have against the Carrier issuing this bill of lading or any other Carrier.
- Sec. 3. The Carrier shall not be liable for loss, damage or delay to any of the goods herein described, caused by the act of God, the King's or public enemies, riots, strikes, defect, or inherent vice in the goods, or the act or default of the shipper or owner, for differences in weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights when the elevators are not operated by the Carrier, unless the weights are evidenced by Government certificate; the authority of law or by quarantine. For loss, damage, delay, except where carriage is to be performed by the Carrier or its agents, caused by fire occurring after forty-eight hours (exclusive of legal holidays), or in the case of bonded goods seventy-two hours (exclusive of legal holidays), after written notice of the arrival of said goods at destination or at port of export (if intended for export and not covered by a through bill of lading) has been sent or given, the Carrier's liability shall be that of warehouseman only. Except in case of negligence of the Carrier (and the burden of proving freedom from such negligence shall be on the Carrier), the Carrier shall not be liable for loss, damage or delay occurring while the goods are stopped and held in transit upon the request of the party entitled to make such request. When in accordance with general custom, on account of the nature of the goods, or at the request of the shipper, the goods are transported in open cars, the Carrier (except in case of loss or damage by fire, in which case the liability shall be the same as though the goods had been carried in closed cars) shall be liable only for negligence, and the burden of proving freedom from such negligence shall be on the Carrier.
- Sec. 4. No Carrier is bound to transport goods by any particular route or in time for any particular market or otherwise than as required by law, unless by specific agreement endorsed hereon. Every Carrier in case of physical necessity shall have the right to forward said goods by any railway or route between the point of shipment and the point of destination; but if such diversion be from a rail to a water route the liability of the Carrier shall be the same as though the entire carriage were by rail. The amount of any loss or damage for which any Carrier is liable shall be computed on the basis of the value of the goods at the place and time of shipment under this bill of lading (including the freight and other charges if paid, and the duty if paid or payable and not refunded), unless a lower value has been represented in writing by the shipper or has been agreed to by the Carrier in writing, in which case the rate is based on the value of the goods at the place and time of shipment under this bill of lading to govern such computation, whether or not such loss or damage occurs from negligence.
- When under the terms of the classification or special reduced tariffs, the goods are carried at owner's risk, such conditions are intended to cover only such risks as are necessarily incidental to transportation and shall not relieve the Carrier from liability for any loss, damage, or delay which may result from any negligence or omission of the Carrier, its agents or employees, and the burden of proving freedom from such negligence or omission shall be on the Carrier.
- Notice of loss, damage, or delay must be made in writing to the Carrier at the point of delivery, or to the Carrier at the point of origin, within four months after delivery of the goods, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is given the Carrier shall not be liable. Any Carrier or party liable on account of loss or damage to any of said goods, on reimbursing to the insured the premium paid in respect thereof, shall have the full benefit of any insurance that may have been effected upon or on account of said goods, so far as this shall not avoid the policies or contracts of insurance.
- Sec. 5. Grain in bulk consigned to a point where the Carrier has an elevator or warehouse, or where there is a public or licensed elevator or warehouse, may be there expressly noted hereon, unless the grain is not promptly unloaded after written notice of arrival has been sent or given to the person named hereon. Grain so delivered shall be subject to a lien for freight and other charges.
- Sec. 6. Goods not removed by the party entitled to receive them within forty-eight hours (exclusive of legal holidays), or in the case of bonded goods, within seventy-two hours (exclusive of legal holidays) after written notice has been sent or given, may be kept in car, station, or place of delivery or warehouse of the Carrier, subject to a reasonable charge for storage and to the Carrier's responsibility as warehouseman only, or may at the option of the Carrier (after written notice of the Carrier's intention to do so has been sent or given), be removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the risk of the owner and without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
- Sec. 7. Goods in car, station, or place of delivery or warehouse, or in the case of bonded goods, in the case of bonded goods, shall be at the risk of the owner until the car is lifted or bill of lading is issued by the Carrier, and thereafter shall be at the risk of the Carrier. Goods in carloads destined to a private siding or station, wharf, or landing, where there is no duly authorized agent, shall be at the risk of the Carrier until placed on the delivery siding.
- All goods shall be subject to necessary co-operation and baling at owner's cost.
- Sec. 7. No Carrier shall be bound to carry any documents, specie or any documents of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so (the duty of obtaining such special agreement to be on the Carrier when the nature of such goods is disclosed herein) and a stipulated value of the articles are indicated hereon. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon the Carrier shall not be liable for any loss or damage thereto.
- Sec. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said goods and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.
- Sec. 9. Except in case of diversion from rail to water route, which is provided for in Section 4 hereof, and except as provided hereafter, if all or any part of said goods is carried by water over any part of said route such carriage shall be performed subject to the liabilities, limitations, and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statute or this section, and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lake, sea, or other waters; or from explosion, bursting of boilers, or breakage of shafts, not arising from the negligence of the Carrier, or from any latent defect in hull, machinery, or appurtenances; or from collisions, stranding, or other accidents of navigation or from prolongation of the voyage. And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods.
- The term "water carriage" in this section shall not be construed as including lighterage or car ferriage across rivers, or in lake or other harbors, and the liability for such lighterage or car ferriage shall be governed by the other sections hereof. If the goods are being carried under a tariff which provides that any Carrier or Carriers party thereto shall be liable for loss from perils of the sea, then as to such Carrier or Carriers the provisions of this section shall be modified in accordance with the provisions of the tariff, which shall be treated as incorporated into the conditions of this bill of lading.
- Sec. 10. Every party, whether principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the Carrier or its agents of their nature shall be liable for all loss or damage caused thereby, and such goods may be warehoused, primed and charged, and also for fines or damages which the Ship or Cargo may incur or suffer by reason of the illegal, improper, or insecure carriage of such goods, or for the expense of discharging or destroying the same, and for the expense of exercising any such lien. And that if on sale of the goods at destination for freights, liens and charges the proceeds fail to cover said freights, liens and charges, the Carrier shall be entitled to recover the difference from the Shipper.
- Sec. 11. That the master of the ship, and owners or agents of the line or railway company shall have a lien on the goods, not only for the freight and charges herein and for all payments made and liabilities incurred in respect of any charges stipulated herein, to be borne by the owners of the goods, but also for all previously unsatisfied freight and charges due to them by the consignees, and whether payable in advance at the port of shipment or not. That the shipper and/or owner of the goods are liable together or separately for freight and charges as per margin, and for all other expenses incurred in the event of goods unclaimed or refused by consignees and sold by Company's agents or by Customs not realizing sufficient to pay same in full.
- Sec. 12. That in case the Ship 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.
- Sec. 13. That the Ship may commence discharge immediately on arrival and discharge continuously, the Collector of the Port being hereby authorized to grant a general order for discharge immediately on arrival and upon discharge the goods shall be at the risk of the consignee, and if not taken by him within such time as is provided by the regulations of the Port of Discharge, they may be stored by the Carrier at the expense and risk of their owners. Portage of the delivery of the Cargo at their option to be done by the Agents of the Ship at their tariff rates at the expense and risk of the receivers of the goods. Tonnage and shed dues payable by the receivers of the goods.
- Sec. 14. 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.
- Sec. 15. In the event of claims for short delivery when the Ship reaches her destination the prices shall be the market price at the Port of destination on the day of the Ship's entry at the Custom House less all charges saved.
- Sec. 16. The Shipowner is not to be liable for any damage to any goods, however caused, which are capable of being covered by insurance; nor for any claim notice of which is not given before the removal of the goods, nor for claims for damage or detention to goods, whether under through Bills of Lading or otherwise, where the damage is done or detention occurs whilst the goods are not in the possession of the Shipowner; nor in any case for more than the invoice or declared value of the goods, whichever shall be the least.
- Sec. 17. Ocean Freight payable by weight is to be paid on the gross weight landed from the Ship, unless otherwise agreed, as in the case of grain and seed. Parcels for different consignees collected or made up in single packages addressed to one consignee to pay full freight on each parcel.
- Sec. 18. That goods destined to ports or places other than the ship's port of discharge are to be forwarded from thence at the risk of their owners and subject to all conditions exacted by the Carrier with complete transit.
- Sec. 19. That when the goods are destined for a Continental port, and in the event of the Continental vessel being prevented by ice from reaching destined Port, the Master reserves the liberty of either landing Cargo at nearest open port he can reach with safety or bringing it back to Port of Transhipment, in either case at owner's risk and expense, but charging outward freight only; or should the last vessel of the season have sailed for the above destined Port, the goods may be sent to the Port nearest to their destination with which there is direct communication or they may be warehoused at the intermediate Port at the expense and risk of the owners of the goods.
- Sec. 20. The property covered by this Bill of Lading is subject to all the conditions expressed in local Bills of Lading used by the Steamship or Steamship Companies carrying this property at the time of shipment.
- Sec. 21. This Bill of Lading is issued subject to all the terms and provisions of and all the exemptions from liability contained in "THE WATER CARRIAGE OF GOODS ACT," enacted by Dominion Parliament of Canada, Chap. 61 of Statutes of Canada, 9-10 Edw. VII, Section 4 of which is as follows:
- (a) Where any bill of lading or similar document of title to goods contains any clause, covenant or agreement whereby—
- (i) The owner, charterer, master or agent of any ship, or the ship itself, is relieved from liability for loss or damage to goods arising from negligence, fault or failure in the proper loading, stowage, custody, care or delivery of goods received by them or any of them to be carried under the bill of lading, or
- (ii) The owner, charterer, master or agent of any ship, or the ship itself, is relieved from liability for loss or damage to goods arising from negligence, fault or failure in the proper loading, stowage, custody, care or delivery of goods received by them or any of them to be carried under the bill of lading, or
- (iii) The obligations of the master, officers, agents or servants of any ship to carefully handle and stow goods, and to care for, preserve, and properly deliver them are in any wise lessened, weakened or avoided; such clause, covenant or agreement shall be illegal, null, and void, and of no effect unless such clause, covenant or agreement is in accordance with the other provisions of this Act.

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. That the Ocean Carrier has liberty to make deviation, to sail without pilots, to tow and assist vessels in distress, to convey goods in lighters to and from the Ship at the risk of the owner of the goods and in case such Ship shall put back or into a Port of Refuge or be prevented from commencing or from proceeding in the ordinary course of her voyage to ship or tranship the goods to their destination by any other ship.
2. That the Carrier shall not be liable for loss or damage occasioned by causes beyond his control; by the perils of the sea or other waters; by fire from any cause or by explosion, bursting of boilers, or breakage of shafts, not arising from the negligence of the Carrier, or from any latent defect in hull, machinery, or appurtenances; or from collisions, stranding, or other accidents of navigation or from prolongation of the voyage. And any vessel carrying any or all of the goods herein described shall be at liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or goods.
3. That the Carrier shall be liable for loss or damage to Ship 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.
4. That the Carrier shall have a lien on and right of sale over the goods for all freights, primings and charges, and also for fines or damages which the Ship or Cargo may incur or suffer by reason of the illegal, improper, or insecure carriage of such goods, or for the expense of discharging or destroying the same, and for the expense of exercising any such lien. And that if on sale of the goods at destination for freights, liens and charges the proceeds fail to cover said freights, liens and charges, the Carrier shall be entitled to recover the difference from the Shipper.
5. That the master of the ship, and owners or agents of the line or railway company shall have a lien on the goods, not only for the freight and charges herein and for all payments made and liabilities incurred in respect of any charges stipulated herein, to be borne by the owners of the goods, but also for all previously unsatisfied freight and charges due to them by the consignees, and whether payable in advance at the port of shipment or not. That the shipper and/or owner of the goods are liable together or separately for freight and charges as per margin, and for all other expenses incurred in the event of goods unclaimed or refused by consignees and sold by Company's agents or by Customs not realizing sufficient to pay same in full.
6. That in case the Ship 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.
7. That the Ship may commence discharge immediately on arrival and discharge continuously, the Collector of the Port being hereby authorized to grant a general order for discharge immediately on arrival and upon discharge the goods shall be at the risk of the consignee, and if not taken by him within such time as is provided by the regulations of the Port of Discharge, they may be stored by the Carrier at the expense and risk of their owners. Portage of the delivery of the Cargo at their option to be done by the Agents of the Ship at their tariff rates at the expense and risk of the receivers of the goods. Tonnage and shed dues payable by the receivers of the goods.
8. 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.
9. In the event of claims for short delivery when the Ship reaches her destination the prices shall be the market price at the Port of destination on the day of the Ship's entry at the Custom House less all charges saved.
10. The Shipowner is not to be liable for any damage to any goods, however caused, which are capable of being covered by insurance; nor for any claim notice of which is not given before the removal of the goods, nor for claims for damage or detention to goods, whether under through Bills of Lading or otherwise, where the damage is done or detention occurs whilst the goods are not in the possession of the Shipowner; nor in any case for more than the invoice or declared value of the goods, whichever shall be the least.
11. Ocean Freight payable by weight is to be paid on the gross weight landed from the Ship, unless otherwise agreed, as in the case of grain and seed. Parcels for different consignees collected or made up in single packages addressed to one consignee to pay full freight on each parcel.
12. That goods destined to ports or places other than the ship's port of discharge are to be forwarded from thence at the risk of their owners and subject to all conditions exacted by the Carrier with complete transit.
13. That when the goods are destined for a Continental port, and in the event of the Continental vessel being prevented by ice from reaching destined Port, the Master reserves the liberty of either landing Cargo at nearest open port he can reach with safety or bringing it back to Port of Transhipment, in either case at owner's risk and expense, but charging outward freight only; or should the last vessel of the season have sailed for the above destined Port, the goods may be sent to the Port nearest to their destination with which there is direct communication or they may be warehoused at the intermediate Port at the expense and risk of the owners of the goods.
14. The property covered by this Bill of Lading is subject to all the conditions expressed in local Bills of Lading used by the Steamship or Steamship Companies carrying this property at the time of shipment.
15. This Bill of Lading is issued subject to all the terms and provisions of and all the exemptions from liability contained in "THE WATER CARRIAGE OF GOODS ACT," enacted by Dominion Parliament of Canada, Chap. 61 of Statutes of Canada, 9-10 Edw. VII, Section 4 of which is as follows:
- (a) Where any bill of lading or similar document of title to goods contains any clause, covenant or agreement whereby—
- (i) The owner, charterer, master or agent of any ship, or the ship itself, is relieved from liability for loss or damage to goods arising from negligence, fault or failure in the proper loading, stowage, custody, care or delivery of goods received by them or any of them to be carried under the bill of lading, or
- (ii) The owner, charterer, master or agent of any ship, or the ship itself, is relieved from liability for loss or damage to goods arising from negligence, fault or failure in the proper loading, stowage, custody, care or delivery of goods received by them or any of them to be carried under the bill of lading, or
- (iii) The obligations of the master, officers, agents or servants of any ship to carefully handle and stow goods, and to care for, preserve, and properly deliver them are in any wise lessened, weakened or avoided; such clause, covenant or agreement shall be illegal, null, and void, and of no effect unless such clause, covenant or agreement is in accordance with the other provisions of this Act.
- LONDON CLAUSES (A).—The shipowners shall, at their option, be entitled to land the good within mentioned on the quays, or to discharge them into craft hired by them, immediately on arrival, and at consignee's risk and expense, the shipowner being entitled to collect the same charges on goods entered for landing at the Docks as on goods entered for delivery to lighters. Consignees desirous of conveying their goods elsewhere shall, on making application to the Ship's Agents, or to the Dock Company within 72 hours after steamer shall have been reported, be entitled to delivery into consignee's lighters at the following rates, to be paid with the freight to the Ship's Agents against release, or to the Dock Company, if so directed by the Ship's Agents, viz:—Following wooden goods in packages, clothes pegs, spade handles, blind rollers, hubs, spokes, wheels and oars, 1/3 per ton measurement; hops, 2/9 per ton weight; lumber and logs, 2/- per ton measurement or 2/6 per ton weight, at Ship's option. All other general cargo, except slates, 1/9 per ton weight or measurement at ship's option; minimum charge, one ton. Slates to pay 2/- per ton weight. Cheese may also be removed by consignee's craft within one week after ship shall have reported, subject to a like payment of 3/3 per ton weight, such sum to include loading up and wharfage. Any single article weighing over one ton to be subject to extra expense for handling if incurred. All measurement freight to be on the intake calliper measurement, as stated in margin. Freights by weight (grain excepted) to be paid upon the weight stated in margin or at ship's option upon landing weight. If weight has been understated, the cost of weighing to be a charge upon the goods. All shipments of lumber and logs which are sent forward on a weight rate will pay freight on the railroad weights furnished at Port of Shipment. No alteration will be permitted in any weight or freight included in this Bill of Lading.
- (B). Grain for overseas delivery is to be applied for within 24 hours of ship's docking or thereafter immediately it becomes clear. In the absence of sufficient consignee's craft with responsible persons in charge to receive as fast as ship can discharge overboard into lighters during dock working hours the master or agents may land or discharge into lighters at the risk and expense of the consignee. The Carrier may land or discharge continuously, day and/or night. Any grain landed or discharged for ship's convenience during usual dock hours, consignee's craft being duly in attendance, and any grain that may be landed or discharged before or after usual dock hours (whether craft are then in attendance or not) is to be given up free to consignee's craft applying for same within 72 hours from its landing or discharge, otherwise it will be subject to the usual dock charges. Any grain, or other goods, to be received by consignee's craft, whether grain or other goods, shall be weighed at time of discharge either on deck or quay or craft at ship's option. Working out charges (including weighing) for grain in bulk and/or ship's bags to be paid by the consignee with the freight to the Ship's Agents or to the Dock Company, if so directed by the Ship's Agents, in exchange for release at the Port of London authority tariff rates.
- (C) ACETONE, ASPHALT, CARBON BLACK, CELLULOSE, COTTON, COTTONWASTE, FLOUR, HAY, HEMP, HYDROLENE, ISITL, JUTE, LAMPBLACK, LUMINATING AND OIL OF ALL KINDS, whether animal, vegetable or mineral and the liquid products, of them or any of them, PITCH, RAGS, ROSIN, STRAW, TAR, TURPENTINE, VARNISH, WOOD SPIRITS, also any other goods of a more or less hazardous nature. Consignees of any of the foregoing commodities to have Craft in attendance immediately on steamer's arrival at Dock, quay, river-wharf or other landing place, selected by the steamer-owners to take delivery of any of the above-mentioned commodities from steamer, or at steamer-owner's option at such Dock, quay, river-wharf, or landing place as aforesaid, the steamer-owners having the option of working continuously day and/or night, and to pay 1s. 3d. per ton weight or measurement at steamer-owner's option, or otherwise the goods will be put into Captain's entry craft at Consignee's risk and expense.
- (D). Goods may be discharged immediately on arrival, and are to be removed by consignees within 24 hours after docking, otherwise the Carrier is to have the right to remove or cause to be removed by him or his agents, or by the Dock Company, or by the Collector of the Port, or by the Master, or by the Agents, or by the Officer of Customs under the direction of the Collector, who is hereby authorized to grant a general order for discharging immediately after the entry of the Ship; but nevertheless the goods may be delivered to the Consignee named herein without the production of an endorsed Bill of Lading, and such delivery shall free the Master, Owners and Agents from all liability to deliver to any other person.
- (E). Craft which are in attendance for delivery under above clauses and stipulations shall wait free of demurrage their regular turn to receive goods or grain as required by Carrier, either from steamer or from quay or Captain's entry craft.
- These London clauses A, B, C, D and E are in respect of goods destined to that port, and any words at variance with them are hereby cancelled. The shipowners shall have the same liens, rights and remedies on goods and grain, referred to in the above clauses or under any other clauses of this Bill of Lading, as they have by law in respect of freight. The exceptions and conditions enumerated in this Bill of Lading shall apply during the voyage, and while on the quays or sheds of the Docks, for any purpose whatsoever, and until the goods and/or grains are actually delivered to the consignees or their agents. Neither party shall be liable for any interference with the performance of the contract herein contained, which is caused by strikes, lock-out of seamen, lightermen, or shore-labourers, whether partial or otherwise, nor for any consequences of such strikes or lock-out, but in such case the shipowner shall be entitled to land or put into craft at the risk and expense of consignee. In case the grain shipped under this Bill of Lading forms part of a larger bulk, each Bill of Lading to bear its proportion of shortage and damage, if any.