

LOUISVILLE & NASHVILLE RAILROAD COMPANY.

CONTRACT

FOR THE TRANSPORTATION OF LIVE STOCK OVER ITS OWN LINE



Lexington Ky STATION, *June 30* 191*6*

This contract entered into at the above time and place between the Louisville & Nashville Railroad Company, hereinafter called the carrier, and *O. L. Kove* hereinafter called the shipper,

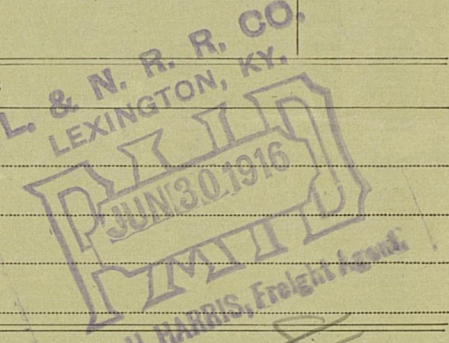
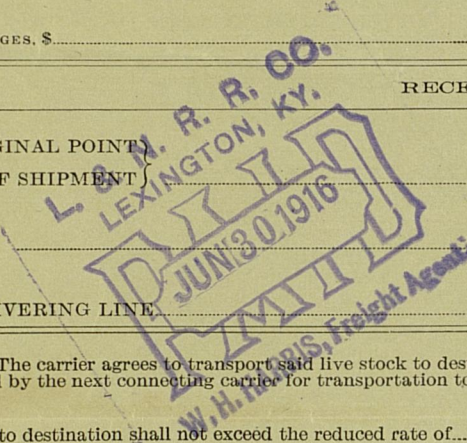
WITNESSES, That the carrier will carry live stock at the rates established by it therefor, or, where certain risks, duties, and liabilities are assumed by the shipper, as hereinafter specified, will carry such live stock at greatly reduced rates.
In the present instance the shipper elects to avail himself of the said reduced rate, and has delivered on the cars of the carrier the following described live stock, to-wit:

CONSIGNEE, DESTINATION, &c.	DESCRIPTION OF STOCK	Car Number
<i>Gen. Roger Williams, Newport Ky</i>	<i>1 Horse</i>	<i>Erie 89363</i>

CHARGES, \$

RECEIVED FROM CONNECTING LINES

ORIGINAL POINT OF SHIPMENT	ADVANCE CHARGES, (ITEMIZED)
DELIVERING LINE	PREPAY



The carrier agrees to transport said live stock to destination if on said carrier's line of railroad, otherwise to the place where said live stock is to be received by the next connecting carrier for transportation to or towards destination, and the carrier guarantees that the freight rate thereon from point of shipment to destination shall not exceed the reduced rate of *Carload* per *7.00*

In consideration of all of which the shipper hereby agrees to assume the risks, duties, and liabilities hereinafter specified, and that the transportation shall be upon the following conditions, which are admitted and accepted by said shipper as just and reasonable, viz:

- The shipper hereby releases the carrier from all liability in the transportation of said live stock, except as hereinafter agreed, and agrees that such liability shall be only that of a private carrier for hire, and that all liability of the carrier shall cease at the station to which such live stock is destined, if its destination be on the carrier's line of railroad, or if destined to a point beyond said carrier's line of railroad, then at said carrier's station, at its terminus, when ready to be delivered to the shipper, consignee, or carrier whose line may constitute a part of the route to destination.
- The shipper has examined and found in good order and condition the car or cars provided by said carrier for the transportation of said animals, and hereby accepts the same and agrees that they are, as thus provided, suitable and sufficient for said purpose; and said shipper will at his own expense provide such bedding or other suitable appliances in said car or cars as will enable said animals to stand securely on their feet while in the same, and said shipper hereby releases said carrier from all liability for and on account of any and all injury or injuries which the said animals, or any of them, may receive in consequence of any or either of them being vicious, wild, unruly, or weak; and in consequence of any of them being killed, or maimed, bruised, or otherwise injured; and in consequence of heat, suffocation, or other ill effects of being crowded in the cars; and in consequence of being injured by the burning of hay, straw, or other material used by the shipper or his agent for feeding or bedding the said animals, or otherwise; and also from all damage or injury or loss which may be sustained by reason of any delay or detention in such transportation, whether occasioned by any mob, strike, or threatened violence to person or property from any source, and from any injury to track or yards, and from any and all other causes, whether mentioned herein or not, and from the escape of any of said animals, and for loss or damage to said animals, from any cause or thing whatever not resulting from the negligence of the agents or servants of said carrier.
- Said shipper will separate the different kinds of stock in said car or cars by strong partitions, which he will provide at his own expense and risk, and said stock shipped in mixed carload or carloads shall be at the entire risk of the shipper on account of any damage that may occur by reason of partitions in said car or cars not being properly made and sufficiently strong to prevent damage to said stock.
- Said shipper will load and unload said animals at his own risk, and feed, water and attend the same at his own expense and risk while they are in the stockyards of the carrier awaiting shipment, and while on the cars or at feeding or transfer points, or where they may be unloaded for any purpose.
- Said shipper will see that said animals are securely placed in the cars furnished, and that the cars are securely and properly fastened so as to prevent the escape of said animals therefrom.
- The employees of the said carrier shall provide the owner or person in charge of the said animals all proper facilities on trains and at stations for taking care of the same, but the business of the said carrier shall not be delayed by the detention of trains to unload and reload said animals for any cause whatever; but the cars may be left at a station upon the request of the person in charge of the same, and unloaded and reloaded by him to be forwarded by the next freight train if he so directs; and said carrier shall not be held liable for any damage or injury that may occur to said animals during the time the same may remain so unloaded and out of the cars as aforesaid; and in case said animals are kept over at any given point by the said shipper or his agent beyond a reasonable length of time for feeding and watering, subject always to local laws of any State through which they may pass while in transit, then this contract shall be held to be voidable, at the option of the said carrier, and in such case such rates of freight may be imposed and collected by said carrier as may be deemed proper, not to exceed local rates from point where received for transportation to such point of detention.
- In case of accident to or delay of trains, from any cause whatever, the shipper is to feed, water, and take proper care of said animals at his own expense.
- The presentation of this bill of lading shall be sufficient evidence of ownership to relieve and release the carrier from all liability on account of wrong delivery, but shall not be held to operate against the rights of the carrier to demand, if it elect, the identification of the party presenting this contract before delivering the said animals to him.
- Should damage occur for which the said carrier may be liable, the value at the place and date of shipment shall govern the settlement, in which the amount claimed shall not exceed for a stallion or jack \$150; for a horse or mule \$100; mare and colt together \$100; yearling colt \$50; cow and calf together \$35; domestic horned animals \$30 each; yearling cattle, each \$15; calves, hogs, sheep, or goats, \$5 each; chickens, ducks and guinea fowls \$2.50 per dozen; geese \$3.50 per dozen, and turkeys \$5.00 per dozen; which amounts it is agreed are as much as such animals as are herein agreed to be transported are reasonably worth.
- In case the said carrier shall furnish laborers to assist in loading and unloading said animals, they shall be subject to the orders and deemed employees of said shipper while so assisting.
- As a condition precedent to the shipper's right to recover any damages for loss or injury to said animals, he will give notice in writing of his claim thereof to the agent of the railroad company or other carrier from whom he receives said animals before said animals are removed from the place of destination above mentioned, or from the place of delivery of the same to said shipper, and before said animals are mingled with other animals.
- When necessary for said animals to be transported over the line or lines of any other carrier or carriers, to the point of destination, this contract shall, unless otherwise agreed in writing between such other carrier or carriers and the shipper, constitute the contract between the shipper and each of such other carriers respectively for the transportation over so much of its line as said shipment passes over in order to reach destination; and in no event shall one carrier be liable for the transportation of said animals over the line or lines of any other carrier, or liable for the negligence of any other carrier or carriers.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names.

WITNESS:
[Signature]
(To be other than either signer of the contract.)

LOUISVILLE & NASHVILLE RAILROAD COMPANY,
By *[Signature]* Agent.

[Signature]