

## Jacques Seligmann & Co. Records, New York Office Correspondence: Max-McL Part I, 1914-1922

Extracted on Apr-23-2024 11:33:18

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[[all text is preprinted except inserted text]]

Company will pay NOT OVER IN CASE OF LOSS OR 50 cents per pound on shipments in excess of 100 pounds, unless a greater value is declared and higher rates paid.

Receiving Form 21 ADAMS EXPRESS COMPANY

Non-negotiable receipt. ^[[Oct 16]]191 ^[[4]] Received from ^[[J. Seligman]] subject to the Classifications and Tarrifs in effect on the date hereof. ^[[box]] value asked and ^[[not]] declared. Consigned to ^[[G.M. McFadden Phila Pa]]

When the Company agrees to carry upon the following terms and conditions, to which the shipper agrees, and as evidence thereof, accepts this receipt.

- 1. The provisions of this receipt shall inure to the benefit and be binding upon the consignor, the consignee and all carriers handling this shipment, and shall apply to any reconsignment or return thereof.
- 2. In consideration of the rate charged for carrying said property which is regulated by the value thereof and is based upon a valuation of not exceeding Fifty dollars for any shipment of 100 pounds or less, and not exceeding Fifty cents per pound for any shipment in excess of 100 pounds, unless a greater value is declared at time of shipment, the shipper agrees that the Company shall not be liable in any event for more than Fifty dollars (\$50), on any shipment of 100 pounds or less, and for not exceeding Fifty centers per pound on a shipment weighing more than 100 pounds unless a greater value is stated herein, and said property is valued at, and the liability of the Company is hereby limited to, the values above stated, unless a greater value is declared at the time of shipment and stated herein, and charge for value paid, or agreed to be paid therefor.
- 3. Said property is accepted as merchandise only, and the Company shall not be liable for the loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other matter of extraordinary value, unless such articles are enumerated in the receipt, as the Company does not transport such articles except through its money department.
- 4. Unless caused by its own negligence, the Company shall not be liable for --
- a. Different in weight or quantity caused by shrinkage, leakage, or evaporation.
- b. The death, injury or escape of live freight.
- 5. The Company shall not be liable for loss, damage, or delay, caused by --
- a. The act or default of the shipper or owner.
- b. The nature of the property or defect or inherent vice therein.
- c. Improper or insufficient packing, securing or addressing.
- d. The Act of god, public enemies, authority of law, quarantine, riots, strikes, perils of navigation, the hazards or dangers incident to a state of war, or occurring in Customs warehouse.

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## 5--Continued.

- e. Loss or damage in any way arising out of the examination by, or partial delivery to the consignee of C.O.D. shipments. f. Any loss or damage occuring to shipments delivered by instructions of consignor or consignee at stations where there is no agent of the company after such shipments have been left at such stations.
- 6. Packages containing fragile articles or articles consisting wholly or in part of glass must be packed so as to insure safe transportation by Express with ordinary care. If not so packed and plainly marked so as to indicate the nature of the contents the Company shall not be liable for damage to such shipment unless proved to be negligent.
- 7. If no Express Company has an agency at the point of destination, said property may be carried to the agency nearest or most convenient thereto and the consignee notified.
- 8. claims for loss, damage, or delay must be made in writing to the carrier at the point of delivery or at the point of origin within four months after delivery of said property, or, in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed.

Suits must be instituted within one year after rejection of claims.

Unless claims are so made and suits so brought the carrier shall not be liable.

- 9. If any C.O.D. is not paid within thirty days after notice of non-delivery has been mailed to the shipper, the Company may, at its option, return the property to the consignor and collect the charges for transportation both ways.
- 10. the Company shall nto be required to make free delivery at points where it maintains no free delivery service nor at any point beyond its established and published delivery limits.

Charges ^[[B. Colder]] For the Company ^[[Mollack 16GS]] Number of pieces received ^[[circled]]1 [[circled]]

The Company's charge is based upon the value of the property, which must be declared by the shipper.

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