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1335 SUDBURY, ONT. AUG 5 1942

Branch

Date

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DEBIT Town of Capreol,c/o P. R. Studer, Esq.,Capreol, Ont.

THE CANADIAN BANK OF COMMERCE

J. P. TAILLON

Authorized by

Manager

ADVICE OF THIS DEBIT HAS BEEN MAILED



**LIABILITY LIMITED TO \$50.00 UNLESS HIGHER VALUE IS DECLARED BY SHIPPER AND INSERTED HEREIN**  
**IN WHICH CASE AN EXTRA CHARGE IS MADE DEPENDING UPON VALUE DECLARED. NO EXTRA CHARGE IF VALUE DECLARED UNDER \$50.00.**

THE POST OFFICE ACT GIVES THE POSTMASTER GENERAL THE EXCLUSIVE RIGHT OF CONVEYANCE OF LETTERS WITHIN CANADA. THIS INCLUDES CIRCULARS, ETC., ENCLOSED IN ENVELOPES, SEALED, OR READY TO BE SEALED AT THE POINT OF DESTINATION.

HEAVY PENALTIES ARE IMPOSED FOR VIOLATION OF THE ACT.

THE COMPANY DOES NOT ACCEPT FOR TRANSPORTATION PACKAGES CONTAINING SUCH LETTERS OR CIRCULARS.



WHEN REMITTING, PURCHASE  
 CANADIAN NATIONAL EXPRESS  
 MONEY ORDERS AND FOREIGN CHEQUES  
 PAYABLE EVERYWHERE

PROMPT REFUND MADE IF LOST, STOLEN, OR DELAYED IN THE  
 MAILS. WHEN TRAVELLING, CARRY TRAVELLERS CHEQUES,  
 ISSUED BY CANADIAN NATIONAL EXPRESS.

## CANADIAN NATIONAL RAILWAY COMPANY—EXPRESS DEPARTMENT

NOT NEGOTIABLE

OFFICE AT Sudbury

PROVINCE OF Ontario

DATE July 4 - 1942

RECEIVED OF P. R. Binder

(HEREIN CALLED THE SHIPPER)

SAID TO CONTAIN Papers

VALUED AT no Commercial Value

DOLLARS

ADDRESSED P. R. Binder

Central Car

WHICH THE CANADIAN NATIONAL RAILWAY COMPANY—EXPRESS DEPARTMENT, HEREIN CALLED THE "COMPANY," AGREES TO CARRY AND DELIVER UPON THE TERMS AND CONDITIONS ON THE BACK HEREOF, TO WHICH THE SHIPPER HEREBY AGREES, AND, AS EVIDENCE OF SUCH AGREEMENT, ACCEPTS THIS SHIPPING RECEIPT.

FOR THE COMPANY, Cellulose for

THIS AGREEMENT IS ISSUED SUBJECT TO THE CLASSIFICATION AUTHORIZED BY THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA, AND ALL THE CLAUSES OF SAID CLASSIFICATION, NOT INCONSISTENT WITH THIS AGREEMENT, ARE INCORPORATED HEREWITH.

AGENT

## TERMS AND CONDITIONS

1. THE WORD "COMPANY" SHALL INCLUDE ANY CONNECTING EXPRESS COMPANY SUBJECT TO THE RAILWAY ACT.

2. THIS AGREEMENT SHALL EXTEND TO AND BE BINDING UPON THE SHIPPER AND ALL PERSONS IN PRIVACY WITH HIM, CLAIMING OR ASSERTING ANY RIGHT TO THE OWNERSHIP OR POSSESSION OF THE SHIPMENT, AND SHALL INURE TO THE BENEFIT OF ANY PERSON OR COMPANY TO WHOM THE SHIPMENT MAY BE DELIVERED FOR THE PERFORMANCE OF ANY ACT OR DUTY IN RESPECT THEREOF, OR IN WHOSE CUSTODY OR CHARGE THE SAME MAY LAWFULLY BE, OR ON WHOSE VEHICLES OR VESSELS THE SAME IS BEING CARRIED UNDER THIS AGREEMENT, AND SHALL APPLY TO ANY RECONSIGNMENT OR RETURN THEREOF.

3. THE LIABILITY OF THE COMPANY UPON ANY SHIPMENT IS LIMITED TO THE VALUE DECLARED BY THE SHIPPER AND EMBODIED HEREIN, OR, IF LESS, TO THE ACTUAL VALUE OF THE SHIPMENT AT THE TIME OF THE RECEIPT THEREOF BY THE COMPANY, INCLUDING THE EXPRESS AND OTHER CHARGES, IF PAID, AND THE DUTY, IF PAYABLE OR PAID AND NOT REFUNDED. IF THE SHIPPER DOES NOT DECLARE THE VALUE OF THE SHIPMENT, LIABILITY IS LIMITED TO FIFTY DOLLARS, OR, IF LESS, TO THE ACTUAL VALUE OF THE SHIPMENT. IF THE SHIPPER DESIRES THE COMPANY TO ASSUME LIABILITY IN EXCESS OF FIFTY DOLLARS, AN ADDITIONAL CHARGE WILL BE MADE, AS PROVIDED BY THE CLASSIFICATION.

4. MONEY, SPECIE, COMPLETELY SIGNED AND EXECUTED BONDS, COUPONS, BANK NOTES AND NEGOTIABLE PAPER, OR INCOMPLETELY EXECUTED LEGAL TENDER AND BANK NOTES, JEWELRY AND PRECIOUS STONES SHALL NOT BE PACKED, OR INCLUDED, WITH SHIPMENTS OF ORDINARY FREIGHT, AND IF SO PACKED THE COMPANY SHALL NOT BE LIABLE FOR LOSS OF, OR DAMAGE TO, SUCH GOODS.

5. THE COMPANY SHALL NOT BE LIABLE:—

(A) FOR DIFFERENCES IN WEIGHT OR QUANTITY CAUSED BY SHRINKAGE, LEAKAGE, OR EVAPORATION, OR

(B) FOR LOSS OR DAMAGE OCCURRING AFTER FORTY-EIGHT HOURS (EXCLUSIVE OF LEGAL HOLIDAYS), AFTER NOTICE OF THE ARRIVAL OF THE SHIPMENT AT DESTINATION, OR AT POINT OF DELIVERY, HAS BEEN MAILED TO THE ADDRESS OF THE CONSIGNEE;

UNLESS, IN EITHER CASE, SUCH LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE COMPANY;

(C) FOR ANY LOSS, DAMAGE OR DELAY CAUSED BY THE ACT OF GOD, THE KING'S OR PUBLIC ENEMIES, THE AUTHORITY OF THE LAW, QUARANTINE, RIOTS, STRIKES, PERILS OF NAVIGATION, DEFECT OR INHERENT VICE, OR THE ACT OR DEFAULT OF THE SHIPPER OR OWNER;

(D) FOR ANY LOSS OR DAMAGE CAUSED BY DELAY OR BY INJURY TO, OR LOSS OR DESTRUCTION OF THE SHIPMENT, OR ANY PART THEREOF, FROM CONDITIONS BEYOND THE CONTROL OF THE COMPANY, UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE RAILWAY COMPANY UPON WHOSE TRAINS OR PROPERTY THE SHIPMENT WAS AT THE TIME SUCH LOSS OR DAMAGE OCCURRED;

(E) FOR ANY LOSS OR DAMAGE OCCURRING IN CUSTOMS WAREHOUSE;

(F) FOR ANY LOSS, DAMAGE OR DELAY RESULTING FROM IMPROPER OR INSUFFICIENT PACKING, SECURING OR ADDRESSING, OR FROM CHAFING WHEN PACKED IN BALES;

(G) FOR ANY LOSS OR DAMAGE, IF THE PROVISIONS OF CLAUSE 4 BE VIOLATED IN WHOLE OR IN PART;

(H) FOR ANY DAMAGE TO OR LOSS OF ANY FRAGILE ARTICLE, OR TO SHIPMENTS CONSISTING WHOLLY OR IN PART OF OR CONTAINED IN GLASS, UNLESS SO DESCRIBED UPON THE PACKAGE CONTAINING THE SAME, UNLESS SUCH DAMAGE OR LOSS IS DUE TO THE NEGLIGENCE OF THE COMPANY, ITS AGENTS OR EMPLOYEES;

(I) FOR LOSS OR DAMAGE FROM DELAYS BEYOND ITS CONTROL, OR CAUSED BY THE REFUSAL OF ANY RAILWAY, STEAMBOAT, STAGE, OR OTHER TRANSPORTATION LINE TO RECEIVE OR FORWARD THE SAID PROPERTY OWING TO ANY UNUSUAL OR UNFORESEEN MOVEMENT, OR OF INTERFERENCE WITH TRAFFIC;

(J) FOR LOSS OR DAMAGE IN ANY WAY ARISING OUT OF THE EXAMINATION BY OR PARTIAL DELIVERY TO THE CONSIGNEE OF C. O. D. SHIPMENTS;

(K) FOR ANY LOSS OR DAMAGE TO SHIPMENTS OF LIVE OBJECTS ARISING FROM THE CONDUCT OR ACTS OF SUCH OBJECTS TO THEMSELVES OR TO EACH OTHER, OR ARISING FROM THE CONDITION OF SUCH OBJECTS WHEN RECEIVED FOR SHIPMENT, OR FROM THEIR NATURE OR PROPENSITIES, OR FOR DELAY, INJURY TO OR LOSS OF SUCH OBJECT, UNLESS SUCH DELAY, INJURY OR LOSS IS CAUSED BY THE NEGLIGENCE OF THE COMPANY;

(L) FOR ANY DAMAGE, PARTIAL LOSS, OR SHORTAGE, UNLESS WRITTEN NOTICE THEREOF IS GIVEN AT ANY OFFICE OF THE COMPANY WITHIN THIRTY DAYS FROM DELIVERY;

(M) FOR ANY LOSS OR DAMAGE OCCURRING TO SHIPMENTS ADDRESSED TO STATIONS WHERE THERE IS NO AGENT OF THE COMPANY AFTER SUCH SHIPMENTS HAVE BEEN LEFT AT SUCH STATION;

(N) FOR NON-DELIVERY OR LOSS OR DESTRUCTION OF THE SHIPMENT IN CANADA, UNLESS WRITTEN NOTICE THEREOF IS GIVEN AT ANY OFFICE OF THE COMPANY WITHIN FOUR MONTHS FROM THE TIME DELIVERY SHOULD, IN THE ORDINARY COURSE OF TRANSIT, HAVE BEEN MADE.

6. DUTY AND CUSTOM HOUSE EXPENSES ARE GUARANTEED BY THE SHIPPER.

7. (A) AT POINTS WHERE THE COMPANY HAS DELIVERY SERVICES, TENDER OF THE SHIPMENT FOR DELIVERY TO THE CONSIGNEE WILL BE MADE AT THE ADDRESS GIVEN, IF WITHIN SUCH DELIVERY LIMITS.

(B) WHERE THERE IS NO DELIVERY SERVICE, THE COMPANY WILL FORTHWITH NOTIFY THE CONSIGNEE, AT THE ADDRESS GIVEN, OF THE ARRIVAL OF THE SHIPMENT.

(C) THE COMPANY'S LIABILITY TO DELIVER TO ADDRESSES OUTSIDE DELIVERY LIMITS SHALL BE GOVERNED BY THE CLASSIFICATION OR SPECIAL TARIFFS.

(D) IF NO EXPRESS COMPANY SUBJECT TO THE RAILWAY ACT HAS AN OFFICE AT THE PLACE TO WHICH THE SHIPMENT IS ADDRESSED, THEN, UNLESS OTHERWISE ROUTED, THE COMPANY ONLY AGREES TO CARRY THE SAME TO ITS OFFICE, OR THAT OF SOME OTHER EXPRESS COMPANY SUBJECT TO THE SAID ACT, MOST CONVENIENT FOR FURTHERANCE TO DESTINATION, AND UPON ARRIVAL THERE, THE COMPANY MAY SO NOTIFY THE CONSIGNEE, OR, UPON DIRECTION OF THE SHIPPER OR CONSIGNEE, WILL, OR UPON ITS OWN DISCRETION MAY, DELIVER THE SHIPMENT TO ANY CONNECTING CARRIER FOR FURTHERANCE TO DESTINATION.

(E) IF THE SHIPMENT IS DELIVERED TO AN EXPRESS COMPANY OR CARRIER NOT SUBJECT TO THE RAILWAY ACT, THE COMPANY SHALL ACT AS THE AGENT OF THE SHIPPER IN EFFECTING SUCH DELIVERY, AND CONTRACTING FOR FURTHER TRANSPORTATION, AND THE LIABILITY OF THE COMPANY SHALL THEREUPON CEASE.

8. IF ANY SUM OF MONEY, OTHER THAN THE CHARGES FOR TRANSPORTATION, IS TO BE COLLECTED FROM THE CONSIGNEE UPON THE DELIVERY OF THE SHIPMENT, AND THE SAME IS NOT PAID WITHIN THIRTY DAYS, THE COMPANY MAY RETURN THE SAME AND COLLECT THE CHARGES FOR TRANSPORTATION BOTH WAYS, AND THE LIABILITY OF THE COMPANY SHALL BE THAT OF WAREHOUSEMEN ONLY WHILE THE SHIPMENT REMAINS IN ITS POSSESSION FOR THE PURPOSE OF MAKING SUCH COLLECTION.