

## Rolla Clymer correspondence

### Section 181, Pages 5401 - 5430

This series of the Rolla Clymer collection includes sent and received correspondence arranged chronologically beginning in 1909. With few exceptions, the correspondence provides a continuous and very complete view of his activities. Much of the earliest correspondence in the Clymer collection pertains to information about the College of Emporia for the period Clymer was a student there. Scattered throughout the remainder of the correspondence is information about Emporia athletics and alumni activities and letters with former classmates. From 1914 to 1918, Clymer was editor and manager of the Olathe, Kansas, Register. In 1918, Rolla Clymer moved his young family to El Dorado, Kansas, where he became editor and manager of the El Dorado Republican. Except for a six month hiatus in 1937 as editor and manager of the Santa Fe New Mexican in Santa Fe, New Mexico, Clymer served the remainder of his professional career in El Dorado.

In his later years, Clymer devoted much of his time to efforts to preserve the Kansas Flint Hills region which he dearly loved. In addition to newspaper editorials, he wrote and published numerous widely circulated articles and poems about the Flint Hills. Perhaps his best known tribute was his poem "Majesty of the Hills," which helped earn him the designation as Poet Laureate of the Flint Hills. Rolla Clymer died on June 4, 1977, having been the editor of the El Dorado Times for fifty-nine years. For a complete contents list of the Rolla Clymer collection, see the External Links below.

Date: 1909-1977


Callnumber: Rolla Clymer Coll. #9, Box 1 - 49

KSHS Identifier: DaRT ID: 229011

Item Identifier: 229011

[www.kansasmemory.org/item/229011](http://www.kansasmemory.org/item/229011)

## Rolla Clymer correspondence

<p><b>CLASS OF SERVICE DESIRED</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>TELEGRAM</td><td></td></tr> <tr><td>DAY LETTER</td><td></td></tr> <tr><td>NIGHT MESSAGE</td><td></td></tr> <tr><td>NIGHT LETTER</td><td></td></tr> </table> <p><small>Patrons should mark an X opposite the class of service desired. OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM</small></p>	TELEGRAM		DAY LETTER		NIGHT MESSAGE		NIGHT LETTER		<h1 style="margin: 0;">WESTERN UNION</h1>  <h1 style="margin: 0;">TELEGRAM</h1>	<p style="text-align: right; font-size: small;">Form 1227 B</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: x-small;">NO.</td> <td style="width: 50%; font-size: x-small;">CASH OR CHG</td> </tr> <tr> <td colspan="2" style="height: 20px;">CHECK</td> </tr> <tr> <td colspan="2" style="height: 20px;">TIME FILED</td> </tr> </table>	NO.	CASH OR CHG	CHECK		TIME FILED	
TELEGRAM																
DAY LETTER																
NIGHT MESSAGE																
NIGHT LETTER																
NO.	CASH OR CHG															
CHECK																
TIME FILED																
<p style="font-size: x-small;">NEWCOMB CARLTON, PRESIDENT      GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT</p>																
<p>Send the following message, subject to the terms on back hereof, which are hereby agreed to</p>																
<p style="text-align: right;">Eldorado, Ks., Oct. 7, 1927      19</p>																
<p>To      The Associated Press,</p>																
<p style="text-align: center;">Street and No. (or Telephone Number)</p>																
<p style="text-align: center;">Place      Kansas City, Mo.</p>																
<p>No answer our request wire loop baseball series. How about it?</p>																
<p style="text-align: center;">The Times Publishing Company</p>																
<p>prepay and charge</p>																
<p style="font-size: x-small;">SENDER'S ADDRESS FOR REFERENCE      SENDER'S TELEPHONE NUMBER</p>																

## Rolla Clymer correspondence

Form 1201

**CLASS OF SERVICE**  
This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

# WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

**SYMBOLS**

DL	Day Letter
NTE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

**Received at** Eldorado, Kansas

38WZ XM 21 COLLECT

TS KANSASCITY MO 1119A OCT 7 1927

THE TIMES

ELDORADO KANS

WESTERN UNION PROMISE DO ALL POSSIBLE HAVE LOOP IN YOUR OFFICE

BY GAME TIME TODAY LOCAL MANAGER LET YOU KNOW

L E PARIS

1133A



## Rolla Clymer correspondence

October 7, 1927

Mr. F. A. Acker,  
General Agent  
Northern Pacific Railway Company,  
Kansas City, Mo.

Dear Sir:-

As a guest of the Minnesota & Ontario Paper Company on the Backus-Brooks special through Northern Minnesota and southern portions of Canada the forepart of last month, I can say I was most pleasantly entertained. It was the finest and most pretentious trip of the sort I have ever had and the experience was profitable in every way. I was agreeably impressed with northern railroads and the service rendered. The equipment for the special train was a matter of marvel and the excellent and efficient way in which the train was handled and all matters of transportation directed a wonderful testimonial of your railroad company's operating system. I came home to an inland state with a deep and abiding respect for the North and its resources, and the very excellent railroad systems which operate in that portion of this continent.

Very truly yours,

*Rolla Clymer*

## Rolla Clymer correspondence

ROY L. BONE  
BANK COMMISSIONER  
W. S. KENNEDY  
ASST. BANK COMMISSIONER

STATE OF KANSAS  
BANKING DEPARTMENT  
TOPEKA

October 7, 1927.

The Cassoday State Bank,  
Cassoday,  
Kansas.

Gentlemen:

We wish to call attention to your Affidavit of Publication as of September 12, 1927. You have listed the total amount of your Earnings, \$3239.15, opposite the heading 'Exchange.' You have also shown this amount in the proper space as the total of your Earnings. As the statement stands it is out of balance and we are therefore returning the Affidavit, together with a new one, and will ask that you have the statement published correctly. We suggest that you watch the statements more carefully in the future as such errors are quite evident if the statement is looked over before sending in the copy.

Please give this matter your immediate attention and see that the corrected Affidavit is forwarded to this office as soon as the statement has been republished.

Very truly yours,

LEM

*W. S. Kennedy*  
Assistant Bank Commissioner

*This letter is self-explanatory*  
*Cassoday St Bk*  
*W. S. Kennedy*



## Rolla Clymer correspondence

October 8, 1927

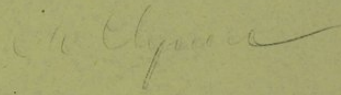
Mr. Angelo C. Scott,  
Iola, Kansas

My Dear Angelo:-

I am running short on 4-page rolls (the 35-inch size,) and won't have a car in until the last of this month or the first of November. I wonder if you could lend me a couple on a swap basis, or cash at the purchase price as we have done once or twice before. I shall make any arrangement you prefer. If you can let me have this stock, get it on the Missouri Pacific as soon as possible. If not, let me know at once, please. I shall be greatly obliged.

Hope you had good luck at Hutchinson.

Truly,





October 8, 1927

The Wichita Beacon,  
Wichita, Kansas

Attention Mr. L. J. Van Laeys

Dear Sirs:-

In answer to your recent letter, will say we are already getting The Beacon daily, and would prefer to have the cash on our statement covering \$12.60 for 30-inch advertisement published August 29th.

Very truly yours,

THE TIMES PUBLISHING COMPANY  
per *Rolla Clymer*



## Rolla Clymer correspondence

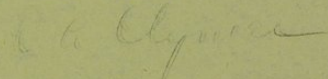
October 8, 1927

Mr. L. N. Flint,  
Lawrence, Kansas

My Dear Mr. Flint:-

Thanks for your kind letter. I am going to try to be in Lawrence next week-end. We have been very busy here and will continue that way until after the Kafir Corn Carnival. I was unable to attend the golf tournament at Hutchinson this week, but want to get back to Old K. U. for a couple of days. You may be sure I shall be on hand if I can possibly make it.

Very truly yours,





## Rolla Clymer correspondence

October 10, 1927

Loomis Potts Company,  
Kansas City, Mo.

Dear Sirs:-

On September 23, 1926, we received a due bill from you good for \$75 in accommodations with the Aladdin Hotel of Kansas City, in exchange for advertising. It happens that we have not used any of the credit that has accrued to us from this account, but one of our employees wishes to be in Kansas City over the coming week-end. It was noticed today that the due bill is good only for a year from the date specified above. Will it be possible to get an extension on this due bill for use at this time? We should be pleased to have a prompt reply.

Very truly yours,

THE TIMES PUBLISHING COMPANY  
per



PRINTERS  
PUBLISHERS  
BINDERS

THE WEEKLY REGISTER  
ESTABLISHED 1867  
THE DAILY REGISTER  
ESTABLISHED 1897

MEMBER OF—  
THE ASSOCIATED PRESS  
THE KANSAS DAILY LEAGUE  
THE BUREAU OF ADVG. A. N. P. A.  
THE AUDIT BUREAU OF CIRCULATION

### THE IOLA DAILY REGISTER

By CHAS. F. SCOTT  
IOLA, ALLEN COUNTY, KANSAS  
October 10, 1927.

Mr. R. A. Clymer,  
The El Dorado Times,  
El Dorado, Kansas.

Dear Rolla:

We are able to take care of you very comfortably right at this time on four page rolls. I have put two of them on the Missouri Pacific freight which leaves here at four o'clock this afternoon, and I presume you should have them by about the time this letter reaches you.

I am enclosing an invoice covering the cost of them. It is immaterial to us whether you choose to pay for the paper or return it at a later date.

I had a wonderful time at Hutchinson--won a beautiful leather Gladstone bag as winner of the second flight, traded it to father for a \$45 set of matched Burke wood clubs, which he won as runner-up in the consolation of the first flight and we both are quite happy. I'm sorry you weren't able to be there.

Sincerely yours,

*Angelo C. Scott*

ACS:EB  
Encl.



Form 1983

1st SHEET

MISSOURI PACIFIC RAILROAD COMPANY

UNIFORM STRAIGHT BILL OF LADING  
(Prescribed by the Interstate Commerce Commission)  
ORIGINAL—NOT NEGOTIABLE

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at Toledo, Ohio 10-10-1927

from Register

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Eldorado Trust (Mail or street address of consignee—For purposes of notification only.)

Destination Eldorado State of IL County of \_\_\_\_\_

Route \_\_\_\_\_

Car Initial \_\_\_\_\_ Car No. \_\_\_\_\_

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN	
2	RPS Paper	956			<p>If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:</p> <p>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. (See Section 7 of conditions.)</p> <p>(Signature of Consignor.)</p> <p>If charges are to be prepaid, write or stamp here, "To be Prepaid."</p> <p>Received \$ _____ to apply in prepayment of the charges on the property described hereon.</p> <p>Agent or Cashier.</p> <p>Per _____ (The signature here acknowledges only the amount prepaid.)</p> <p>Charges Advanced: _____</p>

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

Shipper. Jola Register Agent. B. B. Dean

Per B. B. Dean Per \_\_\_\_\_

Permanent postoffice address of Shipper \_\_\_\_\_

COX, P. CORBIN PRINTING CO., ST. LOUIS, MO.



## Rolla Clymer correspondence

### CONTRACT TERMS AND CONDITIONS

- Sec. 1. (a)** The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
- (b)** No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariff law fully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from ricks or strikes.
- (c)** In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or by a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.
- Sec. 2. (a)** No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- (b)** Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers issuing this bill of lading within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed; provided that if such loss, damage, or injury was due to delay or damage while being loaded or unloaded, or damaged in transit by carelessness or negligence, then no notice of claim nor filing of claim shall be required as a condition precedent to recovery. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. **Provided,** that in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic (whether or not filing of such claim is required as a condition precedent to recovery), suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.
- (c)** Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. **Provided,** that the carrier reimburses the claimant for the premium paid thereon.
- Sec. 3.** Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary expense and hauling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be taken delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignee), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.
- Sec. 4. (a)** Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held 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.
- (b)** Where nonperishable property which has been transported to destination is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. **Provided,** that the carrier shall have first mailed, sent, or given to the consignee notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. **Provided,** that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.
- (c)** Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. **Provided,** that if time serves for notification to the consignee or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.
- (d)** Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- (e)** The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.
- (f)** Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.
- Sec. 5.** No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.
- Sec. 6.** Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for loss and indemnity the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Sec. 7.** The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the freight and all other lawful charges, except that if the consignee stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignee shall not be liable for such charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.
- Sec. 8.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.
- Sec. 9. (a)** If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith; or with this section.
- (b)** No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.
- (c)** If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shipper, consignee and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any expenses, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.
- (d)** If the property is being carried under a tariff which provides that any carrier or carrier 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 tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.
- (e)** The term "water carriage" in this section shall not be construed as including lightering or on across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.
- Sec. 10.** Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.



## Rolla Clymer correspondence

October 10, 1927

H. E. Lesan Advertising Agency,  
New York City

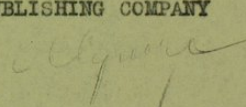
Attention Mr. A. B. Churchill

Dear Sirs:-

In answer to your recent letter, will say that  
dealer tie-up advertising in connection with national copy  
of the Scholl Mfg. Company has been discontinued and will not  
be resumed.

Very truly yours,

THE TIMES PUBLISHING COMPANY  
per



## Rolla Clymer correspondence

Colo. Springs  
Monday

Dear Clymer:

I just received your letter. We had moved and they had gotten our mail halled up at the postoffice. A letter that my mother wrote me ten days ago just arrived today also. I don't know what the doctor said in his letter to Dr. Williams but he positively told me that I could go back to Kansas or anywhere else by Thanksgiving. The reason I do not want to go to the Printer's Home is because I have never coughed at all and I was out there on a visit

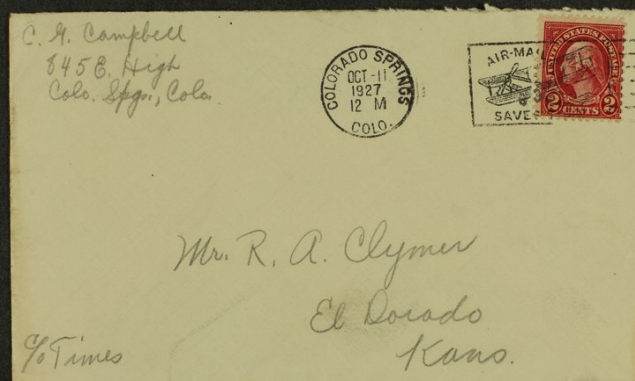


## Rolla Clymer correspondence

My new address is  
845 E. High

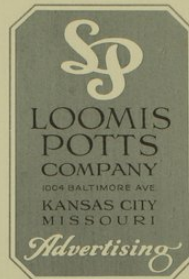
and saw where they put the  
T. B. patients. When I was there  
they were all out on a sun  
porch, coughing and spitting around  
there. It has never seemed to  
me that I could be in the  
same shape as them. I am telling  
you this so if you don't want  
to send me any more money  
I wish you would have Otto  
send me a traveling card and  
maybe I can get in a day  
here once in a while, although  
I doubt it. I appreciate what you  
have already done for me. Wishing  
to hear from you soon, I remain  
as ever  
Yordon.

## Rolla Clymer correspondence





## Rolla Clymer correspondence



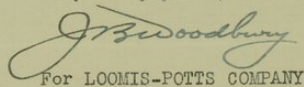
October 11, 1927

THE EL DORADO TIMES  
El Dorado, Kansas

Gentlemen:

In reply to your letter of October 10, we are sorry to inform you that it will not be possible to secure an extension of time on the due bill on the Aladdin Hotel which carries the dating of September 23, 1926. We are, however, at the present time in position to issue new due bills on this hotel and if you would be interested in a new contract, I am quite sure we can make arrangements so that it would become effective yet this week.

Very truly yours,

  
For LOOMIS-POTTS COMPANY

JBW:GS



GENERAL CABLE ADDRESS "M.J.B.CO."

# M.J.B.Co.

COFFEE TEA RICE

665 THIRD ST.  
SAN FRANCISCO.

Oct. 12th, 1927.



El Dorado Times,  
El Dorado, Kansas.

Gentlemen:

We have read your message to the trade of September 28th advising them of the consistent and attractive advertising on M.J.B. COFFEE. This well written message will remind grocers that we are advertising M.J.B.

We want to thank you for your excellent cooperation.

Very truly yours,

M.J.B. Co.,  
Adv. Dept.,

By *Edwin W. Wilson*

EWV:CA

MEMBER OF SAN FRANCISCO CHAMBER OF COMMERCE



## Rolla Clymer correspondence

October 12, 1927

Loomis Potts Company,  
Kansas City, Mo.

Dear Sirs:-

If you can get a new contract for the Aladdin Hotel, under the same arrangement as formerly, and get the due bill back to us before Saturday of this week, we shall be glad to accept it. Our understanding is that we have no agency commission to pay.


Very truly yours,

THE TIMES PUBLISHING COMPANY  
per

## Rolla Clymer correspondence

AWARD FOR DISTINGUISHED SERVICE  
CONFERRED ON THIS COMPANY BY OUR GOVERNMENT FOR LOYALTY,  
ENERGY AND EFFICIENCY IN THE PERFORMANCE OF WAR WORK.

**JAKUES MFG. CO.**  
MANUFACTURERS  
**BAKING POWDER**  
SIXTEENTH & CANAL STS.  
**CHICAGO**



**K C**  
25 OUNCES FOR  
**25¢**  
BAKING POWDER  
JAKUES MFG. CO.  
CHICAGO, ILL.

AWARD FOR DISTINGUISHED SERVICE  
CONFERRED ON THIS COMPANY BY OUR GOVERNMENT FOR LOYALTY,  
ENERGY AND EFFICIENCY IN THE PERFORMANCE OF WAR WORK.

**JAKUES MFG. CO.**  
MANUFACTURERS  
**BAKING POWDER**  
SIXTEENTH & CANAL STS.  
**CHICAGO**

October 12th, 1927.

Publisher Addressed:

You have at the present time a large contract for K C Baking Powder advertising and a schedule calling for three insertions each week, until the holiday period. We contemplate continuing on the same basis after January 1st, 1928.

Naturally, we expect that if, during the life of our contract, you are in a position to give us the benefit of some form of service which will have a tendency to make K C Baking Powder more popular among your readers, we will receive that service. And we believe that you will be glad to give it.

We are advised that the advertising agent of one of our competitors has just mailed a special letter pertaining to the schedule sent out by that competitor. He states that in accepting the order it is understood that should the publisher put on a cooking school any time during the life of the contract, that that baking powder will be used exclusively.

Is an agent going to dictate your policy?

Undoubtedly you received one of those letters. In fairness to all of your other advertisers, how can you accept business on that basis? Regardless of whether you contemplate conducting a cooking school it seems to us there is a principle involved which you certainly cannot overlook.

All we ask for K C Baking Powder is a square deal, nothing more than you would gladly give any of your advertisers. Isn't it right that we should expect that much?

What is your attitude going to be? Please write us at your earliest convenience and oblige

Very truly yours,  
JAKUES MANUFACTURING COMPANY

CH:R

MILLIONS OF POUNDS OF K C BAKING POWDER USED BY THE GOVERNMENT FOR OUR TROOPS OVERSEAS- MORE THAN OF ALL OTHER BRANDS COMBINED



## Rolla Clymer correspondence

October 12, 1927

Mr. A. C. Scott,  
Iola, Kansas

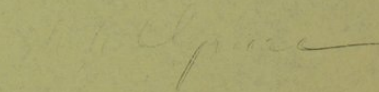
My Dear Angelo:-

I appreciate your kindness in sending two 35-inch rolls to us so promptly. They arrived here today and will take care of us, I feel sure, until our next car. I am herewith sending check to cover, according to your statement. This will end the transaction and will save shipping two rolls to you at a later date. I shall be glad to return the favor any time I can.

You and your Dad certainly had a fine haul at Hutchinson. I wish I could get into the inner circle of Ali Baba and the Forty Thieves some time, but I never have won anything at a golf tournament that I cared about. I am now trying to revamp some of my cups in order to have a trophy for our terrapin race here next week during the Carnival. I wish I could have been with you at H. I am sure you fellows had a splendid time.

Please call your dad's attention to the enclosed marked article.

Truly yours,





R. M. PICKLER, CHAIRMAN  
CLARENCE SMITH  
JOHN H. CRAWFORD  
W. B. DALTON  
W. C. MILLAR  
COMMISSIONERS  
C. H. BENSON, SECRETARY

STATE OF KANSAS  
PUBLIC SERVICE COMMISSION

TOPEKA

October 12, 1927.

Editor,  
Eldorado Times,  
Eldorado, Kansas.

Dear Sir:

I feel grateful indeed for the kindly article published some time ago in the Times in which you gave me generous mention--generous mention indeed. The article has but recently been brought to my attention and I wish to assure you of my earnest appreciation.

Sincerely yours,

*R. M. Pickler*

RMP:GLF





## Rolla Clymer correspondence

October 12, 1927

Mr. H. F. Ferry,  
McAllen, Texas

My Dear Hoyt:-

I was genuinely glad to get your good letter a few days ago. It had been long since I heard from you direct, though mutual friends who have seen you have told much concerning you and your situation at McAllen, and I also have seen the pictures Kirk took while there. I really feel that we have kept in touch with you. I was also glad to have a short visit with Mr. and Mrs. Horn when they were here a few months ago.

We have been having queer seasons here. We had little summer and it came at inopportune times. We had fifteen inches of rains with many floods in August, three weeks of extremely hot weather in September and then heavy frosts and almost wintry squalls. The weather the past two days has been extremely unpleasant with high winds, rains and sharp edges to the temperature. We have had a furnace fire for two or three weeks. The sudden changes are hard on the human frame, and many are now entertaining colds and flu. I am among the number and feel miserably with a head cold today. Both our kids have the same ailment, but are otherwise in good health. Dave had a bad accident when he fell into the rear wheels of a moving stripped Ford in August but no bones were broken and he has now recovered. He will bear some scars as a result of the accident.

Your father's death was a personal loss to me. I had always considered him a close friend. He failed to understand my viewpoint regarding some of the articles I had to run in the paper concerning court affairs in which you were involved, but it made no difference--at least with me. I always liked to talk with him and wished that I had known him sooner and better. It is always hard for a young and an old man to get together as often and in such a way as to do them both the greatest amount of good. It was hard for him to be taken so suddenly, and yet that must be an excellent way to meet the end. I saw him the day after his death--and he looked as if he were asleep. There wasn't the slightest mark of care upon his face. His skin had a natural color, the little natural wrinkles were there in the fold of his face and it was hard to believe that his spirit had flown. The funeral service was a beautiful one of comfort and hope. Dr. Templeton paid a great tribute to your father's life. I crowded into the house in order to hear all of it, and certainly wished you could have done so, too. It would have lightened your bereavement, I know. Roy and your Aunt Laura were splendid. I was especially struck by the





## Rolla Clymer correspondence

-2-

fine womanly bearing of your aunt. The entire service was in the best of taste and propriety and a fitting close to such a life as your father had lived. Dozens of his old friends were there and I know he would have been over-joyed to see them and to know the fine affection they bore him. And, as you have so pertinently suggested, perhaps he didx know.

Betty and I are greatly chagrined over failing to thank you for the grape fruit last winter. We simply had our signals crossed. She thought I had written you and I thought she had done it. Thus, we both missed a bit. At this late date, I want to say they were about the finest stuff we ever ate and we are looking forward to the day we can take the kids, drive to Texas and see some of these growing in their native haunts. I don't know about Nat. He shall have to speak for himself.

I had a nice trip in September. Was a guest of the big company that sells us news print and traveled on a special train for a week through a large area in Canada. Came home by way of Minneapolis and Chicago. It was the first trip of the sort I had had in years and was a real treat to a landlubber like me.

Betty's folks have returned from the Orient, arriving here last week. Colonel Hoisington had a severe attack of sickness in Seattle but is recovering and we hope he will regain his health entirely in a few months. Margaret will stay at home for the present. Doesn't know what she will do in the future, but seems to have the lure of the Orient in her blood. Evidently it gets those who stay there long enough to feel it.

I shall forgive you for the onions this time, but don't mention the matter again. That guy who raises them on such a large scale ought to be engaged in bootlegging, or some other noble and useful professionx.

Wiswonsin beat the tar out of K. U. last Saturday and I don't know whether we have a team or not this year. I may get the see the K. U.-Aggie game Saturday. That ought to shed more light on the situation at Lawrence. C. of E. has another fine time. The local highs are good but green. They will win and lose some games this year. I look for Wichita to heat them this week-end.

Must close and run now. We are quite busy and the Carnival will be along next week. Give our best to Sarah. Write more often.

Sincerely,



## Rolla Clymer correspondence

October 12, 1927

Mr. Gordon Campbell,  
Colorado Springs, Colo.

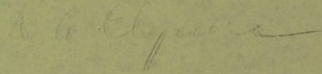
My Dear Gordon:-

I herewith enclose check for \$50, which I hope you will find acceptable. I received your letter this morning and note your change of address. If you feel you can leave there and go back to work next month, possibly it is better that you do not enter the home. My idea in writing to you as I did was to suggest that expedient if you shall have to stay there any length of time to get cured of your ailment. I don't believe you had better try to go to work out there. I think if your cure is complete, you will have no further need for loss of time.

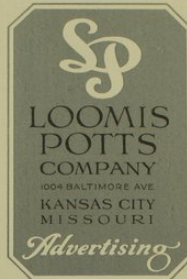
Things are about the same here with changeable weather and a great deal of colds and flu. We are getting ready for the Carnival next week. Business is fair. We have a 16-pager cooking today.

Write me often.

Truly yours,



## Rolla Clymer correspondence



October 13, 1927

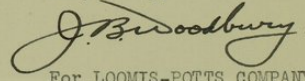
EL DORADO TIMES  
El Dorado, Kansas

Gentlemen:

Herewith is due bill on the Aladdin  
Hotel effective at once which you  
requested in your letter of October  
12.

This should reach you in ample time  
so that you may use it over the  
coming week end and our advertising  
instructions will follow at an early  
date.

Very truly,



For LOOMIS-POTTS COMPANY

JBW:GS



## Rolla Clymer correspondence

KANSAS COMPENSATION RATING BUREAU  
MUTUAL INSURANCE BUILDING  
TOPEKA, KANSAS

S. C. SOUTHARD, BRANCH MANAGER

October 13, 1927

J. C. Hoyt and Company,  
208 West Central Avenue,  
El Dorado, Kansas.

Attention Mr. O. E. Coon:

Dear Sir:

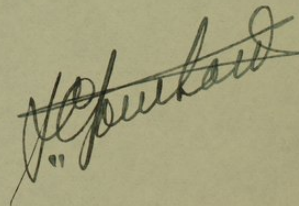
Re: Times Publishing Company, El Dorado, Kansas.

We have for acknowledgment your letter of October 12th.

We regret very much that we cannot advise you just why the rate of this risk was increased from .485 to .568 in as much as we do not have any record of the previous rating for as you know this Bureau was not organized until July 1st, 1927 consequently we are not in a position to discuss rates promulgated for any risk prior to that date. We can say, however, that the rate of .568 was calculated using a basic or manual rate of 57¢ which as you know was ordered by the Kansas Insurance Commissioner to apply on newspaper risks subsequent to June 30th, 1927.

The rate which we have published is slightly under manual and could be further reduced if you can get the assured to place additional guards on his machinery thereby eliminating some of the charges which have been assessed as a result of a Bureau inspection. We would suggest that you get in touch with the Phoenix engineer and have him go over this assured's plant and make recommendations to this end. The Bureau is not permitted to make such recommendations, however, we are sure that your Home Office will be glad to render their assured's this service.

Yours very truly,



SCS:FF

C. C. to Charlton Insurance Agency, Lawrence, Kansas.

Manager.

## Rolla Clymer correspondence

October 14, 1927

Mr. L. N. Flint,  
Lawrence, Kansas

My Dear Mr. Flint:-

I am genuinely sorry I cannot get to Lawrence for the meeting this year. All week, I have had in mind that I would get away today. But we have been tremendously busy and I have been fighting a severe cold, which has taxed my strength. I don't believe I should attempt the trip at this time. Hope you will understand that it is not of my choosing I have had to miss so many of your affairs. I get a great deal of good from them and am the chief loser, after all. I hope I can do better after this.

Sincerely your friend,

*Rolla Clymer*





## Rolla Clymer correspondence

October 14, 1927

Jaques Manufacturing Company,  
Chicago, Ill.

Dear Sirs:-

In answer to your letter, will say we have received no business from any agent which obligates us in any way regarding promotion of the product advertised. We try to give all our advertisers a fair deal. We publish what we consider a good newspaper for our community, we charge an honest rate on an honest circulation. We help in the merchandising campaigns of various products, as we can. Our obligation rests there. We have not promised to advertise any one baking powder if we should conduct a cooking school--and will not accept business that way. You may rest assured on that point. As to the cooking school plan, we tried this venture out twice several years ago. No particular products were advertised. Since then we have turned down all proposals along this line.

We understand there is keen competition between various manufacturers, but that is none of our concern. Our paper is open to all on the same basis. We have no policy of exclusion or monopoly, and do not intend to tolerate such.

Very truly yours,

THE TIMES PUBLISHING COMPANY  
per





## Rolla Clymer correspondence

50/44 Sets 7-26 Form 1853 3rd Sheet  
(For use in connection with Domestic Straight Bill of Lading adopted by Carriers in Official, Southern and Western Classification Territories, March 15, 1922)

**MISSOURI PACIFIC**

**THIS MEMORANDUM** is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. \_\_\_\_\_  
Agent's No. \_\_\_\_\_

**MISSOURI PACIFIC RAILROAD COMPANY**

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading at El Dorado, Ark 10-14 1927

from The El Dorado Lumber

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to Sam Bingham Sam Mfg Co.  
Destination Kenn City Mo State of Mo County of Tol- & Baltimore Ark

Route \_\_\_\_\_ Car Initial \_\_\_\_\_ Car No. \_\_\_\_\_

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN	
2	Box Paints Ralls	350			<p>If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:</p> <p>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. (See section 7 of conditions.)</p> <p>(Signature of consignor.)</p> <p>If charges are to be prepaid, write or stamp here, "To be Prepaid."</p> <p>Received \$ _____ to apply in prepayment of the charges on the property described hereon.</p> <p>Agent or Cashier</p> <p>Per _____ (The signature here acknowledges only the amount prepaid.)</p> <p>Charges Advanced: \$ _____</p>
1	Box 3 Box "				

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carriers or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_

Per Rolla Clymer Shipper. Agent Per

Permanent post-office address of shipper \_\_\_\_\_

Stamp: EL DORADO, KANS. 14 1927



## Rolla Clymer correspondence

### CONTRACT TERMS AND CONDITIONS

SEC. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party, entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

SEC. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers issuing this bill of lading within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed, provided that if such loss, damage, or injury was due to delay or damage while being loaded or unloaded, or damaged in transit by carelessness or negligence, then no notice of claim nor filing of claim shall be required as a condition precedent to recovery. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. *Provided*, That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic (whether or not filing of such claim is required as a condition precedent to recovery), suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

(c) Any carrier or party liable on account of loss of or damage to any said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. *Provided*, That the carrier reimburse the claimant for the premium paid thereon.

SEC. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of transporting the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

SEC. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held 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.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. *Provided*, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains undelivered, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. *Provided*, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains undelivered was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. *Provided*, That if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

SEC. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

SEC. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

SEC. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without receipting payment of such charges and the carrier, contrary to such stipulation, shall make delivery without receipting such payment, the consignor shall not be liable for such charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

SEC. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

SEC. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemption from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents or navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and to be towed, to transfer, unlash, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General average shall be payable according to York-Antwerp Rules, 1900, and, as to any matter not therein provided for, according to the law and usage of the port of New York. If the owner shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from fault or error in navigation, or in the management of the vessel, or from any other cause or other defects in the vessel, but not carelessness or negligence, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is 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 tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lightering in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

SEC. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

3-15-22

*Rolla Clymer*