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Goelet Family Papers

4-10-1897

Contract between New York & Boston Despatch Express Co. and Ogden Goelet

New York & Boston Despatch Company

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READ THE MUTUAL CONDITIONS OF THIS CONTRACT
to which the Shipper agrees by accepting this receipt containing the same.

NEW YORK & BOSTON DESPATCH EXPRESS CO.

(NOT NEGOTIABLE)

32

Received of

Newport, R. I. *April 10 1897*
J. Goelet

Marked

Valued at \$ *50 00*

One Box
at
East 52 St base of Goelet's Stable

Which it is mutually agreed is to be forwarded to our Agency nearest or most convenient to destination only, and there delivered to other parties to complete the transportation.

The care to be exercised in transporting property, and the reasonable compensation for its carriage, depend largely on its nature and value, and the Company's charges for forwarding are proportioned to the value of the property delivered to it to be forwarded and to some extent based on that value, which is an important element in fixing its charges.

It is part of the consideration of this contract, and it is agreed, that the said Express Company ARE FORWARDERS ONLY, and are not to be held liable or responsible for any loss or damage to said property while being conveyed by the CARRIERS to whom the same may be by said Express Company entrusted, or arising from the dangers of Railroads, Ocean or River Navigation, Steam, Fire in Stores, Depots, or in Transit, Leakage, Breakage, or from any cause whatever, unless, in every case the same be proved to have occurred from the fraud or gross negligence of said Express Company, or their servants; nor, in any event, shall the holder thereof demand beyond the sum of FIFTY DOLLARS, at which the above property forwarded is hereby valued, unless otherwise herein expressed, or unless specially insured by them, and so specified in this receipt, which insurance shall constitute the limit of the liability of the New York & Boston Despatch Express Company.

And if the same is entrusted or delivered to any other Express Company or Agent (which said New York & Boston Despatch Express Company are hereby authorized to do), such Company or person so selected shall be regarded exclusively as the agent of the shipper or owner, and, as such, alone liable, and the New York & Boston Despatch Express Company shall not be, in any event, responsible for the negligence or non-performance of any such Company or person; and the shipper and owner hereby severally agree that all the stipulations and conditions in his receipt contained, shall extend to and inure to the benefit of each and every Company or person to whom the New York & Boston

Despatch Express Company may entrust or deliver the above described property for transportation, and shall define and limit the liability therefore of such other Company or person. It being understood that this Company relies upon the various Railroads and Steamboat lines of the country for its means of forwarding property delivered to it to be forwarded, it is agreed that this Company shall not be liable for any loss or damage to said property caused by detention of any train of cars or upon any Steamboat upon which said property shall be placed for transportation, nor by the neglect or refusal of any Railroad or Steamboat Company to receive and forward the said property.

In no event shall the New York & Boston Despatch Express Company be liable for any loss or damage unless the claim therefor shall be presented to them in writing, at this office, within thirty days after this date, by a statement to which this receipt shall be annexed.

All articles of GLASS, or contained in Glass, or any of a fragile nature, will be taken at Shippers' risk only, and the Shipper agrees that the Company shall not be held responsible for any injury, by breakage or otherwise, nor for damage to goods not properly packed and secured for transportation.

It is further agreed, that said Company shall not, in any event, be liable for any loss, damage or detention caused by the acts of God, Civil or Military Authority, or by Rebellion, Piracy, Insurrection or Riot, or the dangers incident to a time of war, or by any riotous or armed assemblage.

If any sum of money, besides the charge for transportation, is to be collected from the consignee on delivery of the above described property, and the same is not paid within thirty days from the date thereof, the Shipper agrees that this Company may return said property to him at the expiration of that time, subject to the conditions of this receipt, and that he will pay the charges for transportation both ways, and that the liability of this Company for such property while in its possession for the purpose of making such collection, shall be that of Warehousemen only.

FREIGHT,

22.75

For the Company,

Charney