

(Printed in Canada.)

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

FORM T.S. 2 1/4



NIGHT LETTER

CABLE CONNECTIONS TO ALL THE WORLD

TIME FILED

CHECK

J. McMILLAN, General Manager of Telegraphs, Montreal.

Send the following Night Letter, subject to the terms printed on the back hereof which are hereby agreed to.

31 Paid.

Sep. 8th. 1933

J. E. McAllister

68 King Street East Toronto.

Have received Dormer guarantee ^{for} seven thousand

I have given mine - stop - unless you can suggest

other scheme for finance trust that you will consent to

give yours please wire reply.

James Goldie

NIGHT LETTER

ALL NIGHT LETTER MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

The Canadian Pacific Railway Company's Telegraph will receive up to but not later than 2.00 A.M. daily, NIGHT LETTERS to be transmitted for delivery as early as convenient in the morning, but not before 6.00 A.M. at places where this Company's office is open daily. Where this Company's office is not open on Sundays, NIGHT LETTERS will be delivered on the morning of the next ensuing business day. The rate for a NIGHT LETTER of fifty words or less will be the same as the standard day rate between stations for ten words. For each additional ten words or less to a NIGHT LETTERGRAM one-fifth of said standard day rate will be charged. The minimum charge for any NIGHT LETTER will be thirty cents for fifty words or less.

NIGHT LETTERS may at the option of the Telegraph Company be mailed at destination to the addressee and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such NIGHT LETTERS at destination, postage prepaid.

NIGHT LETTERS Code, Cypher Foreign languages, etc. will be accepted, in accordance with provisions under rule 4.

APPROVED BY THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA UNDER ORDER 162, DATED MARCH 30, 1916.

It is agreed between the sender of the message on the face of this form and this Company, that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of an unrepeatable telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages suffered by the sender to an extent not exceeding \$200, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices: if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the sender's agent: if by telephone, the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender..... This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company is authorized to vary the foregoing