FORM 8

Canadian Pacific Railway Company.

This Company will not be responsible for any Goods mis-sent, unless they are properly addressed and consigned to a Station on its Railway. Rates, Weights, Quantities and description of goods entered on Receipts of Shipping Bills are not binding on the Company, and will not be acknowledged. All goods going to or coming from any place out of Canada will be subject to Customs' Charges, etc.

Vernon B.C. Date May 28th 1907.

RECEIVED from S. C. Smith Lumber Co. Limited

the undermentioned Property, in apparent good order, addressed to

Rainbow Ranch
Rainbow Ldg Okn Lake

to be forwarded by the said Company to _____ Station *subject to the terms and conditions of the current tariff and classification and to those stated above and to those upon the other side of this Shipping Bill, which is delivered by the Company and accepted by the Consignor or his Agent as the basis upon which this receipt is given for the said property, and it is agreed to by the Consignor as a special contract in respect thereof.*

Subject to Car Service Rules

No. OF PACKAGES AND SPECIES OF GOODS.	MARKS.	QUANTITY OR WEIGHT, LBS. SAID TO BE.	BACK OR ADVANCE CHARGES.
In C.P. Car 73614			
39 pcs Lumber (3" plank)		5000	
8.50		Paid	
		A.S.H.	
J.R. [illegible]			

Attention is called to the special contract above mentioned, and printed on the other side of this Shipping Bill.

A.S.H. for

Agent C. P. R.

Terms and Conditions of Special Contract referred to on the other side of this Shipping Bill.

1. IT IS AGREED THAT THE CANADIAN PACIFIC RAILWAY COMPANY, hereinafter called "the Company," is not to be responsible in respect of any goods carried or intended to be [illegible] on the railway, unless they are receipted for by a duly authorized agent of the Company.

2. Or for or in respect [illegible] loss of, or damage to, Money in Cash or Bills, Promissory Notes, Bills of E[illegible]ge, or Securities, Jewellery, Trinkets, Rings, Precious Stones, Gold, or Silver, ma[illegible]ured or unmanufactured, in any form whatsoever; or Plated Articles of [illegible]escription; Clocks, Watches, Time-Pieces, Marble in any form or state; Statua[illegible]s, Furs, Silk, in a manufactured or unmanufactured state, whether wrought up or not wrought up, with any other materials; Writings of all kinds, Title Deeds, Prints, Paintings, Maps, Engravings, Pictures, or other valuables; or any damage to Marble, Crockery, Stoneware, China, Glass, Wearing Apparel, Musical Instruments, Furniture, Toys, Castings of any kind, Cast Iron Works, Stoves, Stove Furniture, or any hazardous or brittle articles, in package or otherwise, or Fresh Fish, Fresh Meat, Dressed Hogs and Poultry or any other perishable articles, or any Engine, Boiler, Cylinder, or Machinery of any kind; and if any property of the kind mentioned in this clause be accepted or carried, it is entirely at the risk of the owner, without liability direct or indirect on the part of the Company in regard to it.

3. The Company is not to be liable for damages occasioned by delays caused by storms, accidents, overpressure of freight, or unavoidable causes, or by the weather or wet, fire, heat, frost, or delay of perishable articles, or from civil commotion.

4. Or for loss of or damage to any package or its contents insufficiently or improperly packed, marked, or directed, or containing articles liable to breakage, or for loss of or damage to any case of Boots or Shoes, or any case containing articles liable to peculation or fraudulent abstraction, unless such case or package is strapped with iron or wood, or otherwise securely protected; or leakage of any kind, or loss of liquids arising from any cause whatever. Oil, or Molasses, or liquids in demi-johns, if carried, will be entirely at the risk of the owners or parties by whom or to whom they are consigned without any liability whatever on the part of the Company in respect thereof.

5. The Company is not to be liable for loss of or damage done to goods put into return wrappers or boxes, or packages described as empties; or for any goods left until called for or to order, and warehoused for the convenience of the parties to whom they belong, or by or to whom they are consigned; and in all cases where herein not otherwise provided, the delivery of the goods shall be considered complete, and the responsibilities of the Company shall terminate when the goods are placed in the Company's sheds or warehouse (if there be convenience for receiving the same) at the final destination, or when the goods shall have arrived at the place to be reached on the said Company's railway. The warehousing of all goods will be at the owner's risk and expense; and if the Company is unable to store or warehouse goods received by it then it may place such goods in any warehouse that may be available, at the risk and expense of the owner of the property so stored, and all charges for storing, warehousing, and conveyance shall form an additional lien on said goods.

6. The Company's obligation to carry and deliver Lumber and Coal, Bricks and any other goods carried by the carload shall be fulfilled and the Company's responsibility in respect thereof shall cease upon the car in which they are carried being detached from the train at the station on the Company's lines to which it is consigned, or at the station where, in the usual course of business, it leaves the Company's lines. The expression "the Company's lines" in this document means one or more of the lines of railway operated by the Company, and the expression "other lines" means a railway or railways operated by some other Company or Companies.

7. The Company is not to be responsible for any deficiency in weight or measure of grain or other farm or garden product or feed in packages or in bulk, or for injury thereto by heating or for loss or deficiency in the weight, number or measure of Lumber, Coal or Iron of any kind, carried by the carload; or for shrinkage of any kind of sugar or short weight of the same, unless the damage to the package be shown to have happened whilst in the possession of the Company.

8. Every sender of any dangerous article will be held accountable for any damage arising therefrom, unless the package containing such article be described as dangerous upon the said package and upon the shipping bill, and in no case will the Company be liable for the loss of or damage to any such article.

9. All goods, from whomsoever received, and to whomsoever belonging, shall be subject to a general lien, for the carriage of and for all charges against these particular goods, and also for any general balance that may be due by the owners of such goods to the said Company. And, if in six weeks after notice shall have been given that such goods are detained for any such claim of the Company, the money due be not paid, the goods may, at the discretion of the Company, be sold by auction or by private sale, to defray said claims, and all freight and charges, including the cost of the sale thereof. But Fish, Fruit, Meat, Dressed Hogs, Poultry, and all other perishable articles, may be disposed of at the discretion of the Company, immediately after giving above notice, if said claim is not paid at once.

10. It is hereby expressly agreed that the Company does not contract for the safety or delivery of any goods, except on the Company's lines, and where a through rate is named to a point on other lines it is on the understanding that the Company is to act only as agent of the owner of the goods as to that portion of the said rate required to meet the charges on such other lines, and if any goods be consigned to a place on other lines, then, unless some connecting carrier be named on the other side of this document, the goods are to be handed over by the Company for further conveyance to such carrier and at such place on the Company's lines as the Company may select; if one be so named, the Company will hand over such goods to the one so named, if practicable, and in either case the Company, in so handing over the goods, shall be held to be the agent of the owner, it being expressly agreed that the responsibility of the Company in respect of any loss, misdelivery or detention of, or damage or injury, by any means whatsoever, to any goods carried under this contract, shall cease as soon as the Company shall either deliver them to the next connecting carrier for further conveyance, or notify such carrier that it is ready to do so.

11. That all property contracted for at a through rate, or otherwise, to or from places beyond the Company's lines shipped by water, shall, while not on the Company's lines, or in its sheds or warehouses, be entirely at the owner's risk. In case of loss or damage to goods carried under this contract, the Company shall be given the benefit of any insurance which the owner of said goods may have, and shall be subrogated in all the rights thereto before any demand shall be made on the Company in respect of such loss or damage.

12. There shall be no claim for damage for loss of, or detention of, or injury or damage to any goods for which the Company is accountable, unless and until notice in writing, and the particulars of the claim of said loss, damage or detention, are given to the Station Freight Agent at or nearest to the place of delivery, within thirty-six hours after the goods, in respect of which said claim is made, or such portions of them as are not lost are delivered.

13. Storage will be charged on all goods remaining in the Company's sheds or warehouses over twenty-four hours after their arrival.

14. (a) In every case in which goods are to be loaded or unloaded by the Consignor or Consignee, and it is not done promptly after car or cars have been placed for loading or for unloading then a car rental or car storage charge will be payable for the delay and such charge shall constitute part of the charges against the goods and be recoverable in all respects as if it were part of the charge for carriage.

(b) In every case in which goods are to be unloaded by the Consignee and are not unloaded within forty-eight hours after the car has been placed for unloading, the Company or the carrier in whose possession the goods may be, may at the owner's risk and expense unload and warehouse or deposit the same at such places as shall suit its convenience and thereupon the goods shall be subject to lien for all charges whatsoever, including charges for shunting, if done. Goods unloaded by owner shall not be stored on the railway premises without the station agent's permission. Whether unloaded by owner or carrier, the goods stored on the railway premises shall be subject to storage charges and shall be at the sole risk of owner as to damage to them by fire, however caused, and as to every loss or damage whatsoever, and shall be removed from the railway premises forthwith upon notice.

15. The Company shall not in any case, or under any circumstances, be liable for loss of market or for claims arising from delay or detention of any train in the course of its journey, or at any of the stations on the way, or in starting, and the Company does not undertake to load or send goods upon or by any particular train, if there be an insufficient number of cars at any station or if the cars cannot be conveniently used for the purpose, or if, from any cause, cars loaded at a station are unable to be sent on by the trains passing, or starting from such station and any loss or damage for which the Company may be responsible shall be computed upon the value or cost of the goods or property at the place and time of shipment under this shipping bill.

16. Live stock must be fed by the owner, or at his expense, while in transit, and is taken entirely at his risk of loss, injury, damage and all other contingencies whether in loading, unloading, conveyance or otherwise, and under the conditions contained above. All live stock is to be carried upon the following further special conditions:—

I. The owner of any animal UNDERTAKES all risk of loss, injury, damage and other contingencies in loading, unloading, transportation, conveyance, or otherwise, howsoever, no matter how caused.

II. The Railway Company DOES NOT UNDERTAKE TO FORWARD any of the animals by any particular train, or at any special hour; neither shall IT BE RESPONSIBLE for the delivery of animals within any certain time, or for any particular market.

III. When FREE TRANSPORTATION is given to any person in charge of any animal, it is on the express condition that the Railway Company is NOT RESPONSIBLE for any negligence, default, or misconduct of any kind, on the part of the Company or its servants or of any other person or persons whomsoever causing or tending to cause the death, injury, or detention of any person or persons so travelling Free, and whether such person or persons be so carried free on any regular Passenger Train, or any other train whatsoever, the person so travelling free takes all risks of every kind no matter how caused.

17. The charges of all kinds on all goods carried, must be paid before the goods will be delivered, and the Company is not to be accountable for the correctness of any amounts charged as "back or advance charges" on Freight, etc., by other roads, companies or individuals.

18. It is hereby agreed and understood that the Company, in the transportation and handling of grain of any kind, at all places of trans-shipment, and at all places or points to which the grain is consigned, where the Company has elevators or warehouses, the grain, at the discretion of the Company's agent, may be deposited in the same bin or compartment with other grain of the same grade in the elevator or warehouse, in which event, the person entitled to claim the grain shipped shall become entitled to claim only grain of the same kind and grade, but if the grade of the grain be deteriorated from causes for which the Company is not responsible, the consignee must accept the grain as it is.

19. Traffic via the Company's lake lines is subject to Average as per York-Antwerp rules or American Lake Adjustment, at option of the Company.

20. All the provisions of this contract shall apply to every carrier to whom goods may be delivered for carriage under it, as fully as to the Company.

CANADIAN PACIFIC RAILWAY OFFICE,
Montreal, January, 1899.

W. R. MacINNES,
Freight Traffic Manager.

S. C. SMITH, Pres., Treas., & Man.-Director
A. S. SMITH, Vice-President
E. S. JACKSON, Secretary

VERNON, B.C. 28th May 1907.

Rainbow Ranch
Rainbow Landing B.C.

BOUGHT OF

S. C. SMITH LUMBER COMPANY

LIMITED

SASH & DOOR FACTORY, Vernon, B.C.
SAW MILL, Deep Creek, Vernon, B.C.

BRANCH OFFICE & YARDS, Penticton, B.C.
SAW MILL, East Summerland, B.C.

Acct paid Norm Rankin Mgr

2013 ft. 3"x6" 8, 10, 12" x 22' Rgh Plank	17.00	34 22
		34 22
Cobach (Freight)		8.50
		$42.72

RMD
JUN 10 1907
S. C. Smith Lumber Co. Limited

Kindly send E. S. Jackson Secty. your check for the amount of freight on shipments PER PR. Jul. by return robleg'e.