

Only One Supplement to  
this Tariff will be in  
effect at any time.

**N. Y. C. & H. R. R.R. P. S. C.-1 N. Y. No. X 11**

Cancels P. S. C.-1 N. Y. No. X 2 and Supplements thereto  
Cancels P. S. C.-1 N. Y. No. X 8 and Supplement thereto

**N. Y. C. & H. R. R.R. P. S. C.-2 N. Y. No. X 15**

Cancels P. S. C.-2 N. Y. No. X 10 and Supplement thereto  
Cancels P. S. C.-2 N. Y. No. X 11 and Supplement thereto  
Cancels P. S. C.-2 N. Y. No. X 12 and Supplements thereto

**West Shore R.R. P. S. C.-2 N. Y. No. X W. S. 12**

Cancels P. S. C.-2 N. Y. No. X W. S. 3 and Supplements thereto  
Cancels P. S. C.-2 N. Y. No. X W. S. 7 and Supplement thereto  
Cancels P. S. C.-2 N. Y. No. X W. S. 8 and Supplement thereto  
Cancels P. S. C.-2 N. Y. No. X W. S. 9 and Supplements thereto

**N. Y. C. & H. R. R.R. I. C. C. No. X 25**

Cancels I. C. C. No. X 11 and Supplements thereto  
Cancels I. C. C. No. X 15 and Supplement thereto  
Cancels I. C. C. No. X 19 and Supplement thereto  
Cancels I. C. C. No. X 20 and Supplement thereto  
Cancels I. C. C. No. X 21 and Supplements thereto

**West Shore R. R. I. C. C. No. X W. S. 5**

Cancels I. C. C. No. X 11 and Supplements thereto  
Cancels I. C. C. No. X 19 and Supplement thereto  
Cancels I. C. C. No. X 20 and Supplement thereto  
Cancels I. C. C. No. X 21 and Supplements thereto

# New York Central & Hudson River R. R. Co.

## West Shore Railroad

(N. Y. C. & H. R. R.R. CO., LESSEE)

### Freight Transportation Department.

### Demurrage Rules.

Applicable at all Freight Stations of the New York Central &  
Hudson River R. R., and West Shore R. R.

ISSUED NEW YORK, FEBRUARY 21st, 1910.

EFFECTIVE APRIL 1st, 1910.

P. E. CROWLEY,  
Asst. General Manager,  
ALBANY, N. Y.

Issued by C. H. EWINGS,  
Supt. Freight Transportation,  
NEW YORK CITY.

# Demurrage Rules.

In effect April 1, 1910.

## RULE 1.

### CARS SUBJECT TO RULES.

Cars held for or by consignors or consignees for loading, unloading, forwarding directions, or for any other purpose, are subject to these demurrage rules, except as follows:

- (a) Cars loaded with live stock.
- (b) Empty cars placed for loading coal at mines or mine sidings, or coke at coke ovens.
- (c) Empty private cars stored on carrier's or private tracks, provided such cars have not been placed or tendered for loading on the orders of a shipper.

NOTE.—Private cars while in railroad service, whether on carrier's or private tracks, are subject to these demurrage rules to the same extent as cars of railroad ownership.

(Empty private cars are in railroad service from the time they are placed by the carrier for loading or tendered for loading on the orders of a shipper. Private cars under lading are in railroad service until the lading is removed and cars are regularly released. Cars which belong to an industry performing its own switching service are in railroad service from the time they are placed by the industry upon designated interchange tracks and thereby tendered to the carrier for movement. If such cars are subsequently returned empty they are out of service when withdrawn by the industry from the interchange; if returned under load, railroad service is not at an end until the lading is duly removed.)

## RULE 2.

### FREE TIME ALLOWED.

- (a) Forty-eight hours (two days) free time will be allowed for loading or unloading on all commodities.
- (b) Twenty-four hours (one day) free time will be allowed:
  - 1. When cars are held for reconsignment or switching orders.
  - 2. When cars destined for delivery to or for forwarding by a connecting line are held for surrender of bill of lading or for payment of lawful freight charges.
  - 3. When cars are held in transit and placed for inspection or grading.
- (c) Cars containing freight for transshipment to vessel will be allowed such free time at the ports as may be provided in the tariffs of the carriers.

## RULE 3.

### COMPUTING TIME.

NOTE.—In computing time Sundays and legal holidays (national, state, and municipal) will be excluded. When a legal holiday falls on a Sunday, the following Monday will be excluded.

- (a) On cars held for loading, time will be computed from the first 7 a. m. after placement on public-delivery tracks.
- (b) On cars held for orders, time will be computed from the first 7 a. m. after the day on which notice of arrival is sent to consignee. On cars held for unloading, time will be computed from the first 7 a. m. after placement on public-delivery tracks and after the day on which notice of arrival is sent to consignee.

(c) On cars containing freight in bond, time will be computed from the first 7 a. m. after permit to receive goods is issued to consignees by United States collector of customs.

(d) On cars containing freight subject to state inspection time will be computed from the first 7 a. m. after inspection by state officials.

(e) On cars to be delivered on any other than public-delivery tracks time will be computed from the first 7 a. m. after actual or constructive placement on such tracks. See rule 4 (Notification) and rules 5 and 6 (Constructive placement).

(f) On cars to be delivered on interchange tracks of industrial plants performing their own switching service time will be computed from the first 7 a. m. following actual or constructive placement on such interchange tracks until return thereto. See rule 4 (Notification) and rules 5 and 6 (Constructive placement). Cars returned loaded will not be recorded released until necessary billing instructions are given.

#### RULE 4.

##### NOTIFICATION.

(a) Consignee shall be notified by carrier's agent in writing, or as otherwise agreed to by carrier and consignee, within twenty-four hours after arrival of cars and billing at destination, such notice to contain point of shipment, car initials and numbers, and the contents, and, if transferred in transit, the initials and number of the original car. In case car is not placed on public-delivery track within twenty-four hours after notice of arrival has been sent, a notice of placement shall be given to consignee.

(b) When cars are ordered stopped in transit the party ordering the cars stopped shall be notified upon arrival of cars at point of stoppage.

(c) Delivery of cars upon private or industrial interchange tracks, or written notice to consignee of readiness to so deliver, will constitute notification thereof to consignee.

#### RULE 5.

##### PLACING CARS FOR UNLOADING.

(a) When delivery of cars consigned or ordered to private or industrial interchange tracks can not be made, on account of the act or neglect of the consignee, or the inability of consignee to receive, delivery will be considered to have been made when the cars were tendered. The carrier's agent must give the consignee written notice of all cars he has been unable to deliver because of the condition of the private or interchange tracks or because of other conditions attributable to consignee. This will be considered constructive placement. See rule 4 (Notification).

(b) When delivery can not be made on specially designated public-delivery tracks, on account of such tracks being fully occupied, or from other cause beyond the control of the carrier, the delivery will be made at the nearest available point accessible to the consignee and the consignee so notified.

#### RULE 6.

##### CARS FOR LOADING.

(a) Cars for loading will be considered placed when such cars are actually placed or held on orders of the consignor. In the latter case the agent must give the consignor written notice of all cars which he has been unable to place because of condition of the private track or

because of other conditions attributable to the consignor. This will be considered constructive placement.

(b) When empty cars, placed for loading on orders, are not used, demurrage will be charged from the first 7 a. m. after placing or tender until released, with no time allowance.

#### RULE 7.

##### DEMURRAGE CHARGE.

After the expiration of the free time allowed, a charge of \$1 per car per day, or fraction of a day, will be made until car is released.

#### RULE 8.

##### CLAIMS.

No demurrage charges shall be assessed under these rules for detention of cars through causes named below. If, through error, demurrage charges are assessed or collected under such conditions, they shall be promptly canceled or refunded by the carrier.

##### CAUSES.

(a) Weather interference.

1. When the condition of the weather during the prescribed free time is such as to make it impossible to employ men or teams in loading or unloading, or impossible to place freight in cars, or to move it from cars, without serious injury to the freight.

2. When shipments are frozen so as to prevent unloading during the prescribed free time, or when, because of high water or snowdrifts, it is impossible to get to cars for loading or unloading during the prescribed free time.

(b) Bunching.

1. *Cars for loading.*—When, by reason of delay or irregularity of the carrier in filling orders, cars are bunched and placed for loading in accumulated numbers in excess of daily orders, the shipper shall be allowed such free time for loading as he would have been entitled to had the cars been placed for loading as ordered.

2. *Cars for unloading or reconsigning.*—When, as a direct result of the act or neglect of carriers, cars destined for one consignee, at one point, and transported via the same route, are bunched in transit and delivered in accumulated numbers in excess of daily shipments, claim to be presented to the carrier's agent before the expiration of the free time. The consignee shall be allowed such free time as he would have been entitled to had the cars been delivered in accordance with the daily rate of shipment.

(c) Demand of overcharge.

When the carrier's agent demands the payment of transportation charges in excess of tariff authority.

(d) Delayed or improper notice by carrier.

NOTE.—When notice has been given in substantial compliance with the requirements as specified by the rules, the consignee shall not thereafter have the right to call in question the sufficiency of such notice unless within twenty-four hours after receiving the same he shall serve upon the delivering carrier a full written statement of his objections to the sufficiency of said notice.

(e) Railroad errors or omissions.

RULE 9.

AVERAGE AGREEMENT.

When a shipper or receiver enters into the following agreement, the charge for detention to cars, provided for by rule 7, on all cars held for loading or unloading by such shipper or receiver shall be computed on the basis of the average time of detention to all such cars during each calendar month, such average detention to be computed as follows:

(a) A credit of one day will be allowed for each car released within the first twenty-four hours of free time. A debit of one day will be charged for each twenty-four hours or fraction thereof that a car is detained beyond the first forty-eight hours of free time. In no case shall more than one day's credit be allowed on any one car, and in no case shall more than seven days' credits be applied in cancellation of debits accruing on any one car.

(b) At the end of the calendar month the total number of days credited will be deducted from the total number of days debited, and \$1 per day charged for the remainder. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, and no payment will be made to shippers or receivers on account of such excess of credits, nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.

(c) Credits earned on cars belonging to one class of equipment shall not be used in offsetting debits accruing on cars belonging to a different class of equipment. For the purpose of applying this provision, cars shall be deemed to consist of two classes: (1) Box cars, including refrigerator cars; (2) freight cars of all other descriptions.

(d) A shipper or receiver who elects to take advantage of this average agreement shall not be entitled to cancellation or refund of demurrage charges under sections a and b of rule 8.

(e) A shipper or receiver who elects to take advantage of this average agreement may be required to give sufficient security to the carrier for the payment of balances against him at the end of each month.

Agreement.

To.....Railroad Company:

In accordance with the terms of rule 9 of the.....Railroad Company reading as follows:

(Insert rule 9 in agreement.)

I (or we) do expressly agree with the above-named railroad company that I (or we) will make prompt payment of all car service charges accruing in accordance with such rule during the continuance of this agreement on cars held for loading or unloading by me (or us) or on my (or our) account at.....station of the above-named railroad company. This agreement is to take effect....., 191....., and to continue until terminated by thirty days' written notice to the railroad company.

.....  
Approved and accepted by and on behalf of the above-named railroad company by  
.....

